Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on April 11, 2017
at 3:00 p.m., in City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: ZM-6
MANGROVE CAY

According to Planning & Economic Development Department records, no Community Planning & Preservation Commission member resides or owns property located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

This request is to amend the Official Zoning Map designation from NS-2 (Neighborhood Suburban) to NPUD-3 (Neighborhood Planned Unit Development); there is no Future Land Use Map amendment associated with this request. The applicant’s desire is to complete construction of a previously approved site plan that was comprised of a clubhouse and two mid-rise towers, each containing 55 condominium units. The clubhouse and one of the towers were previously constructed and are jointly referred to as “Mangrove Cay I.” The second tower, which was not built and is the subject of this application, is referred to as “Mangrove Cay II.”

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APPLICANT INFORMATION:

APPLICANT / PROPERTY OWNER:

Michael Bogstead
MGBCMBS Prime A Gandy LLC
2556 Southpointe Dr.
Dunedin, Florida 34698

APPLICANT’S REPRESENTATIVE(S):

Craig Tarasky, Esq
Johnson Pope Bokor Ruppel & Burns, LLP
333 3rd Avenue North, Suite 200
St. Petersburg, Florida 33701

David Pelham, P.E.
Cumby & Fair, Inc.
2463 Enterprise Rd.
Clearwater, Florida 33763

SITE DESCRIPTION:

Street Address: No address assigned
Parcel ID Number: 17-30-17-54855-000-0011
General Description: North of Gandy Blvd. and East of Mangrove Cay Lane
Legal Description: See Attachment No. 2
Acreage: 0.86 acres
Zoning, Existing: NS-2 (Neighborhood Suburban)
Future Land Use: RL (Residential Low)
Countywide Plan Map: RLM (Residential Low Medium)
Existing Use: Vacant pad
Surrounding Uses: North: vacant land; South: 55-unit mid-rise tower and clubhouse; East: preservation land; West: single- and multi-family development
Neighborhood Assoc.: None

ZONING HISTORY:

The present NS-2 zoning designation has been in place since September 2007, following the implementation of the City’s Vision 2020 Plan, the citywide rezoning and update of the land development regulations (LDRs). For more detailed information, see the site history below and Attachment No. 3.
SITE HISTORY:

The purpose of this application is to rectify a discrepancy between permitted development rights on property along Gandy Boulevard that are now expired, current zoning regulations that no longer allow multi-family development, and development restrictions within the Coastal High Hazard Area ("CHHA"). Prior to 2004, the subject property was located within unincorporated Pinellas County. The Pinellas County zoning for the subject property was RPD-5 (Residential Planned Development), which allowed up to five (5) units per acre. Following annexation in 2004, the City of St. Petersburg assigned its own RPD-5 zoning designation, retaining the existing RL (Residential Low) Future Land Use map category and the right to develop the property at a maximum density of five (5) units per acre.

Several years following this annexation and assignment of the City’s RPD-5 zoning designation, the current NS-2 (Neighborhood Suburban) single-family zoning was assigned in September 2007, following implementation of the City’s Vision 2020 Plan, the citywide rezoning and update of the LDRs. Since the right to develop at a maximum of five (5) units per acre was memorialized through a development agreement and was being realized through active construction, the annexed property was downzoned to single-family residential with little consequence on their overall development plans for multi-family construction. This understanding however was compromised by the financial crisis of 2008 and subsequent recession. Following completion of the first mid-rise tower, this phased construction project was suspended and never completed. Eventually, the authorizing development agreement expired and the development rights on the property were significantly reduced.

In an attempt to find relief for this unique circumstance, City staff first looked at utilization of the existing NPUD-1 (Neighborhood Planned Unit Development) and NPUD-2 (Neighborhood Planned Unit Development) zoning categories. NPUD-1 allows up to 7.5 units per acre; NPUD-2 allows up to 10 units per acre. Unfortunately, these zoning categories are not compatible with the existing RL Future Land Use map category, which limits development to no more than five (5) units per acre. Since the subject property is located within the CHHA, City staff could not support an amendment that resulted in an increase in density on the Future Land Use Map. The solution had to come from an alternative proposal that is both compatible with the Residential Low category and does not exceed five (5) units per acre. After careful deliberation, City staff recommended the applicant propose creation of a new zoning category - NPUD-3 (Neighborhood Planned Unit Development) - that is compatible with the Residential Low plan category. This practical solution was approved by the City Council on March 17, 2016. The approval qualified the applicant to then submit this application for rezoning. For more detailed information, see Attachment No. 3.

STAFF ANALYSIS:

The primary issues associated with this private application are consistency and compatibility of the requested designation with the established land use and zoning patterns and level of service considerations.
CONSISTENCY AND COMPATIBILITY

The requested NPUD-3 zoning designation is consistent with the existing Residential Low (R-L) future land use plan category, therefore the request satisfies Policy LU3.3 of the Comprehensive Plan, which states that “each land use plan category shall have a set of different zoning districts that may be permitted within the land use category, and zoning that is not consistent with the plan category shall not be approved.”

The established character of the immediate area consists of multifamily structures to the south and northwest. The requested NPUD-3 zoning is consistent with these designations, and is consistent with Policy LU3.6 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.”

Existing conditions at the site are not conducive to single family housing based on the properties previously approved site plan and partially built configuration; therefore, the rezoning is consistent with Policy LU3.7 which states that “land use planning decision shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.”

LEVEL OF SERVICE (LOS) IMPACT

The Level of Service (LOS) impact section of this report concludes that the proposed rezoning will not alter the City’s population or the population density pattern or 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.

SPECIAL NOTE ON CONCURRENCY:

Level of Service impacts are addressed further in this report. Approval of this rezoning request does not guarantee that the subject property will meet the requirements of Concurrency at the time development permits are requested. Completion of this rezoning does not guarantee the right to develop on the subject property. Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.

RECOMMENDATION:

City staff recommends APPROVAL of the applicant’s request to amend the Official Zoning Map designation from NS-2 (Neighborhood Suburban) to NPUD-3 (Neighborhood Planned Unit Development) on the basis that the proposal is consistent with prior development approvals and the goals, objectives and policies of the City’s Comprehensive Plan.
a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

The following policies and objectives from the Comprehensive Plan are applicable:

LU3.1.(A)(1) Residential Low (RL) - allowing low density residential uses not to exceed 5.0 units per net acre, and non-residential uses not to exceed a floor area ratio of 0.40.

LU3.2 Development shall not exceed the densities and intensities established within this Future Land Use Element except where allowed by the land development regulations.

LU 3.3 Each land use plan category shall have a set of different zoning districts that may be permitted within that land use category, and zoning that is not consistent with the plan category shall not be approved. The Land Development Regulations establish the Zoning districts which are permitted within each land use plan category, and designations which are not consistent with the table shall not be approved.

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.

LU3.6 Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

LU3.12 Less intensive residential uses (less than 7.5 units per acre) shall continue as the predominant density in St. Petersburg

LU4.1 The city shall provide opportunities for additional residential development where appropriate.

LU5.3 The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.
b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

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

The proposed change will not alter population or the population density pattern and thereby impact residential dwelling units and/or public schools. While the zoning will change, both NS-2 and NPUD-3 have a FLUM map category of RL (Residential Low) with a total maximum development potential of five (5) units per acre.

d. 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 following analysis indicates that the proposed change will not have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation. Should the requested rezoning for the subject property be approved, the City has sufficient capacity to meet all demands.

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 28.8 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. Therefore, there is excess water capacity to serve the amendment area.

WASTEWATER

The subject property is served by the Northeast Water Reclamation Facility, which presently has excess average day capacity estimated to be 7.13 million gallons per day (MGD). The estimate is based on a permit capacity of 16 MGD and a calendar year 2016 daily average flow of 8.87 MGD. Therefore, there is excess average daily sanitary sewer capacity to serve the amendment area.
SOLID WASTE

All solid waste disposal is the responsibility of Pinellas County. The County currently receives and disposes of municipal solid waste, and construction and demolition debris, generated throughout Pinellas County. The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate below its design capacity of incinerating 985,500 tons of solid waste per year. The continuation of successful recycling efforts and the efficient operation of the Waste-to-Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill has approximately 30 years remaining, based on current grading and disposal plans.

There is excess solid waste capacity to serve the amendment area.

TRAFFIC

Existing Conditions

The subject property has access to Mangrove Cay Lane NE, which is a two-lane, local road that is maintained by the City of St. Petersburg. The subject property is in the vicinity of Gandy Boulevard, which is a six-lane, divided facility. Gandy Boulevard is classified as a principal arterial and maintained by the Florida Department of Transportation. Since Mangrove Cay Lane NE does not extend north of the subject property, residents and visitors will be required to access Gandy Boulevard to travel to areas north, south, east and west of the subject property. Based on the Pinellas County Metropolitan Planning Organization’s (MPO’s) 2016 Level of Service Report, the level of service (LOS) for Gandy Boulevard from San Martin Boulevard to Brighton Bay Boulevard is “F.” This LOS determination is based on the 2015 average annual daily traffic (AADT) volume of 51,000. The volume-to-capacity ratio is 1.425.

The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state imposed transportation concurrency management requirements, the Pinellas County Metropolitan Planning Organization (MPO) authorized a multi-jurisdictional task force to develop a countywide approach to manage the transportation impacts associated with development or redevelopment projects through local site plan review processes. The task force created the Pinellas County Mobility Plan, which was adopted by the MPO in September 2013, and called for the renaming the Transportation Impact Fee Ordinance as the Multimodal Impact Fee Ordinance, which became effective on May 1, 2016. On March 3, 2016 the St. Petersburg City Council approved amendments to the Future Land Use, Transportation, Capital Improvements and Intergovernmental Coordination elements of the Comprehensive Plan in order to ensure consistency with the countywide approach to managing transportation impacts associated with development or redevelopment projects.
Policy T3.1 in the Transportation Element, which previously identified the LOS D standard for major roads in St. Petersburg, was revised to include policies that pertain to the implementation of the Pinellas County Mobility Management System. Transportation management plans, and in some cases traffic studies, are required for large development projects (51 new peak hour trips or more) that impact deficient roads, which are defined countywide as major roads operating at peak hour 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. The proposed 55-unit condominium project will generate an estimated 37 PM peak hour trips. It is therefore not considered a large project, and a transportation management plan or traffic study would not be required.

Source: City of St. Petersburg, Transportation and Parking Management Department.

MASS TRANSIT

The PSTA has one route on Gandy Boulevard. Route 100X provides express service from the Gateway Mall to downtown Tampa.

RECREATION

The City's adopted LOS for recreational acreage, which is 9 acres per 1,000 population, will not be impacted by this proposed rezoning. Under both the existing and proposed zoning, the LOS citywide will remain at 28.1 acres per 1,000 population.

STORMWATER MANAGEMENT

The subject property currently has a drainage pond which will remain. Site plan approval will require the site to meet all City and SWFWMD stormwater management criteria.

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

The land area is both appropriate and adequate for the anticipated use of the subject property.

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

There are no existing parcels in the City designated with NPU-3 zoning.

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

The proposed change will permit multifamily development, which is consistent with the established land use pattern to the northwest, and south of the subject area.
h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.

The existing NS-2 zoning district boundary does not accurately reflect the multifamily development which has already been constructed at the site.

i. 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.

Both the current zoning, NS-2, and the proposed zoning, NPUD-3, allow for residential development opportunities.

j. 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 property is located within the 100-year flood plain. The property is also located within the CHHA (Coastal High Hazard Area). Since the maximum development potential remains unchanged at five (5) units per acre, the rezoning is consistent with development constraints imposed by the CHHA designation.

k. Other pertinent information. None.
EXISTING ZONING

CITY FILE

ZM-6

SCALE: 1" = 208'

From: NS-2 (Neighborhood Suburban-2)
To: NPUD-3 (Neighborhood Planned Unit Development-3)

SUBJECT AREA

City File: ZM-6
Page 11
FUTURE LAND USE

CITY FILE

ZM-6

SCALE: 1" = 208'

NO FUTURE LAND USE CHANGE

SUBJECT AREA

City File: ZM-6
Page 12
LEGAL DESCRIPTION (Area to be Rezoned)

MANGROVE CAY THAT PART OF LOT 1 DESC COM NW COR OF SE 1/4 OF SEC 17-30-17 TH N89D38' 06"E 237.81FT TH S00D21' 54"E 56.43FT FOR POB TH S24D28'57"E 255.52FT TH S65D31'03"W 144.15FT TH N24D28'57"W 255.52FT TH N65D31'03"E 144.15FT TO POB (FKA MANGROVE CAY II (FUTURE) PER MANGROVE CAY I CONDO PLAT BK 146 PAGES 45 - 50)

Containing 36,834 square feet or 0.84 acres, more or less.
ZONING LETTER

March 3, 2017

TO: Michael Bogsted, Owner
    MGBCMBS Prime A Gandy LLC
    2556 Southpointe Dr.
    Dunedin, Florida 34698

    Craig A. Taraszki, Esq.
    Johnson Pope Bokor Ruppel & Burns, LLP
    333 3rd Avenue North, Suite 200
    St. Petersburg, Florida 33701

RE: Mangrove Cay
    0 Mangrove Cay Lane NE
    St. Petersburg, Florida 33716

CURRENT Parcel ID No.:
    17-30-17-54855-000-0011

Dear Messrs. Michael Bogsted and Craig Taraszki:

Per our meeting on February 17, 2017, I am sending you the following zoning letter and list of declarations that memorialize our discussion, commitments, and next steps:

(i) **Authority.** The city of St. Petersburg, Pinellas County, Florida is responsible for the enforcement of building codes, zoning ordinances, and similar codes or ordinances related to development in the City and on the subject property;

(ii) **Procedures.** The City has determined through its research and analysis that a development entitlement to 115 units for the entire Mangrove Cay property was previously established by reference as part of a site plan review by City staff and approval by the City’s Environmental Development Commission. Fifty-five of the 115 units were subsequently developed as “Mangrove Cay I” and issued a Certificate of Occupancy in 2007, meaning there are 60 remaining units available for development. The City has further determined that these development entitlements are reserved for use on “Mangrove Cay II” through several legal instruments and determinations, including the Declaration of Covenants and Restrictions and Grant of Easement and “Mangrove Cay” replat. In order to execute development of “Mangrove Cay II,” the applicant is required to do the following:

- **Step 1: Rezoning.** The owner shall apply for a rezoning that only encompasses the base of “Mangrove Cay II,” as represented on the “Mangrove Cay I, A Condominium” plat and separately recorded by the Pinellas County Property Appraiser’s Office as Parcel ID No. 17-30-17-54855-000-0011. The property is currently zoned NS-1, which prohibits construction of multi-family dwelling units. The purpose of the rezoning to NPUD-3, is to permit the construction of multi-family dwelling units.
• The rezoning application shall be signed only by the individual or legal entity that has an ownership interest in “Mangrove Cay II”

• **Step II: Site Plan Review.** Concurrent with or following completion of the rezoning, a new site plan shall be submitted for review. The Site Plan is subject to review and approval by the Development Review Commission (DRC). The Site Plan shall not be heard by the Development Review Commission until such time as the Rezoning has been approved by all applicable agencies. This is not a modification to the previously approved site plan, as that site plan has now expired. The site plan shall include the entirety of “Mangrove Cay II” and the “Master Association Plan” as represented on the “Mangrove Cay I, A Condominium” plat. The site plan shall exclude “Mangrove Cay I.”

• The site plan application shall be signed by the individual or legal entity that has an ownership or controlling interest in “Mangrove Cay II” and the “Master Association Plan.” If no legal entity exists to make decisions on behalf of the “Master Association Plan,” then one shall be created in order for the site plan application to proceed. Responsibility for resolving this potential issue shall rest with the private parties and not the City.

• The applicant has expressed an intention to simply match the original site plan, which included a variance to the maximum building height. The proposed NPUD-3 zoning has a maximum building height of 48 feet. Based on the original site plan variance to accommodate a building height of 150 feet above grade, a variance from 48 feet to 150 feet is required. This variance request will be considered as part of the site plan modification and does not require a separate process or hearing schedule.

**(iii) Timeline and Declarations.**

• On **October 2, 2003**, the St. Petersburg City Council passed Ordinance No. 629-G approving and adopting an *Annexation Agreement* with Patrick A. Carrier, Lorraine A. Carrier, and Coast Capital, Inc., relating to the annexation of properties generally located north of Gandy Boulevard and east of the northern extension of San Martin Boulevard, now-known as Mangrove Cay Lane;

• On **January 22, 2004**, the annexation agreement was signed by then-Mayor Rick Baker, City of St. Petersburg. The annexation agreement proposed to develop the subject property with up to 109 multi-family dwelling units. The proposed density was based upon the assignment of RPD-5 zoning and the on-site transfer of development rights;

• On **January 29, 2004**, the St. Petersburg City Council passed Ordinance No. 646-G annexing property generally located north of Gandy Boulevard, east of 34th Street North and west and south of Tampa Bay, a portion of which included the subject property. (Pinellas County, Clerk of the Court, Official Record Book 13475, Pages 759-770);

• On **March 3, 2004**, the City of St. Petersburg’s Environmental Development Commission (now known as the Development Review Commission) approved
application no. 03-31000025 for the development of 108 multifamily dwelling units in
two (2) buildings. Although the staff report notes, "...a total available density of 115
units," the request and Commission approval was seven (7) less than the maximum
allowed. The site plan review was performed using the Pinellas County land
development regulations for RPD-5 zoning. Each building was planned to include 11-
residential stories over two (2) levels of parking. The approval included one (1)
associated variance to the maximum building height. Specifically, the maximum
building height was 70 feet above FEMA required elevation. The applicant requested
141 feet above FEMA required elevation and was granted a variance of 71.5 feet. The
site plan approval was valid for 18 months through September 5, 2005, unless vertical
construction commenced at which time expiration would be based on the date of
issuance for the Certificate of Occupancy.

- On December 1, 2004, a Declaration of Covenants and Restrictions and Grant of
  Easement was made by Coast SRS, LLC, for the benefit of Mangrove Cay, LLP. Part
  C.3.5. of the Declaration states that all density rights associated with Parcel-D, shown
  on Exhibit “C” of the Declaration, were thereby transferred to and for the benefit of the
  Mangrove Cay property and shall be for the exclusive use in developing the same. No
  owner or any other party having an interest in Parcel-D shall be able to claim or utilize
  any density rights. The Declaration has no expiration and is therefore still in effect.
  (Pinellas County, Clerk of the Court, Official Record Book 13985, Pages 736-746);

- On January 10, 2005, the City of St. Petersburg issued a construction permit for
  Mangrove Cay, permit no. 04-10001591.

- On December 4, 2006, a condominium plat titled “Mangrove Cay I, A Condominium”
  was recorded and filed in Plat Book 146, Pages 45-50. The plat identifies the “Master
  Association Parcel” (9.13 acres), “Mangrove Cay I” (0.84 acres), and “Mangrove Cay
  II (Future)” (0.84 acres). The recorded plat was prepared by Cumby Fair, Inc. (The
  associated Declaration of Condominium is recorded in Pinellas County, Clerk of the
  Court, Official Record Book 15105, Pages 2006-2069);

- On December 7, 2006, a replat titled “Mangrove Cay” was recorded and filed in Plat
  Book 133, Pages 51-52. The Surveyor’s Notes and Notice on Sheet 1 of 2 states, “At
  the time of recording of this plat, all development rights from Lot 2 had been
  transferred to Lot 1 to allow for development of the Mangrove Cay Condominium. The
  owner of Lot 2 is afforded proper notice that no development rights exist on Lot 2
  unless amendments to the City of St. Petersburg Municipal Code have been adopted
  since recording of the plat that supersede this note.”
  - On September 10, 2007, the City of St. Petersburg effectuated a city-wide zoning
    and Future Land Use map amendment, which included re-zoning the upland
    portion of the subject property from RPD-5 to NS-2. The Future Land Use map
    category of RL (Residential Low) was not amended and remained unchanged.
    Since the allowable density before and after the city-wide map change remains
    five (5) units per acre, there have been no code amendments that would
    supersede the last sentence of the Surveyor’s note.
  - The transfer of development rights onto Lot 1 is further restricted by the
    condominium plat to the rectangular pads for “Mangrove Cay I” and “Mangrove
    Cay II.” Since “Mangrove Cay I” is completed, the remaining development
entitlements rest within the boundary of “Mangrove Cay II.” According to the City of St. Petersburg’s Environmental Development Commission staff report dated March 3, 2004, there was a development entitlement to 115 dwelling units. Since 55 multi-family dwelling units were constructed on “Mangrove Cay I,” the remaining balance up to a maximum of 60 dwelling units may be constructed on “Mangrove Cay II.”

- On March 8, 2007, a letter was submitted by Timothy Bourne, Engineer, Cumbey & Fair, Inc., to Rick Dunn, Building Official, finalizing the existing construction permit (04-10001591) for Phase I (site and first tower) and declaring that construction of Phase II (second tower) is temporarily on-hold.

- On April 16, 2007, a Certificate of Occupancy was issued for permit no. 04-10001591. In order for the original site plan approval to remain valid, a new construction permit was required to be issued, or an extension to the site plan approval was required to be granted, by April 16, 2009.

- On April 16, 2009, the site plan approval expired. A rezoning and site plan approval will be required in order to complete the original site plan, as presented.

- On July 21, 2015, a Special Warranty Deed was filed and recorded transferring fee-simple ownership to MGBCMBS Prime A Gandy LLC, a Florida corporation. Michael Bogsted is the acting representative.

- On December 27, 2016, a rezoning application was submitted to the City of St. Petersburg’s Urban Planning and Historic Preservation Division. The application was submitted by Michael Bogsted, MGBCMBS Prime A Gandy LLC, who is represented by Craig Taraszki, Esq., Johnson Pope Bokor Ruppel & Burns, LLP. Since that time, City staff has worked with the owner and his agent to resolve final details pertaining to the rezoning application.

If you have any questions or require additional information, please contact me using the information provided.

Sincerely,

Derek S. Kilborn, Manager
Urban Planning, Design and Historic Preservation Division
Planning and Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842
derek.kilborn@stpete.org
APPLICATION

FUTURE LAND USE PLAN CHANGE
REZONING

NARRATIVE

PROPERTY INFORMATION:

- Street Address: 0 Mangrove Cay Lane NE
- Parcel ID or Tract Number: 17-30-17-54855-000-0011
- Square Feet: 36,833 (See Request)
- Acreage: 0.846 (See Request)
- Proposed Legal Description: MANGROVE CAY THAT PART OF LOT 1 DESC COM NW COR OF SE 1/4 OF SEC

Is there any existing contract for sale on the subject property: No
If so, list names of all parties to the contract: N/A
Is contract conditional or absolute: N/A
Are there any options to purchase on the subject property: No
If 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:

The property consists of a building pad intended for the second of two 13-story, 55-unit condominium towers being part of the Mangrove Cay Condominium project. The Mangrove Cay Condominium was subject to the Annexation Agreement dated January 22, 2004, and received Final Site Plan approval on February 18, 2005. Upon annexation into the city, the property was initially designated with RPD-5 zoning and Residential Low future land use. Unfortunately, due to the economic downturn in 2007-2008, the developer went bankrupt and the project was never completed. Subsequently, the city amended its Land Development Regulations to eliminate the RPD-5 zoning and rezoned the property NS-2, which is a single-family zoning and does not allow for attached condominium units, rendering the Mangrove Cay Condominium legally nonconforming. The purpose of this application is to designate the property NPUD-3, which is compatible with the Residential Low future land use and the 5 units per acre limitation of the coastal high hazard area and also allows for attached condominium units. The proposed NPUD-3 zoning is consistent with the 5 units per acre density of the existing NS-2 and prior RPD-5 zoning district, maintaining the same density contemplated in the 2004 annexation. With the multi-family use compatibility resolved, a site plan application can be submitted to request approval of the missing tower. The parcel surrounding the subject property is the common amenities for the initially planned Mangrove Cay condominium project. The existing condominium tower is 100 feet to the southeast. To the west, across Mangrove Cay Lane, is the Brighton Bay multi-family project having NPUD-1 zoning. To the north is vacant property having NS-2 zoning. To the south, across Gandy Boulevard, are commercial properties having CCS-1 zoning. To the east is a vacant parcel having Preservation zoning.

UPDATED 08-23-2012

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PUBLIC COMMENTS

City staff has not received any phone calls, visitors or correspondence related to this item.
STAFF REPORT
COMMUNITY PLANNING AND PRESERVATION COMMISSION
CERTIFICATE OF APPROPRIATENESS (COA) REQUEST

For Public Hearing and Executive Action on April 11, 2017 beginning at 3:00 P.M.,
Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development records, Lisa Wannemacher resides or has a place of
business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the
announcement of the item.

Case No.: 17-90200010
Address: 120-4th Street North; 411-1st Avenue North
Legal Description: REV MAP OF ST PETERSBURG BLK 20, E 1/2 OF N 1/2 OF LOT 14 & N
1/2 OF 15,16 AND B (First Baptist building); and REV MAP OF ST
PETERSBURG BLK 20, LOTS 12 & 13 & W 1/2 OF N 1/2 OF 14 & S 1/2
14,15,16 & B (Princess Martha building)
Parcel ID No.: 19-31-17-74466-020-0150 (First Baptist building); and
19-31-17-74466-020-0120 (Princess Martha building)
Local Landmark: Princess Martha Hotel (HPC #95-03)
Owner(s): The Princess Martha, LLC
Request: Approval of a Certificate of Appropriateness for the construction of a
Three-Level Parking Garage Affecting Two Local Landmarks

PROJECT OVERVIEW

Two local historic landmark buildings are directly affected pursuant to this COA request—the former Princess Martha Hotel designated under HPC-95-03, and the former First Baptist Church designated under HPC-94-06. The Christ United Methodist Church building to the west is affected through encroachment, but due to it being only a Potentially Eligible resource, no extensive review is provided herein.

The Princess Martha building (as it appeared at the time of this report), was originally constructed as the Mason Hotel in 1923, currently operates as a senior living community in a nine-story building (ten stories with basement). The First Baptist building (as it appeared at the time of this report), originally constructed 1922-1925 is currently vacant and unused, having a limited-function, preserved façade with interior dimensional space that includes the front one-quarter of the original building after demolition of the rear sections by 2009.

The applicant proposes to construct a semi-detached, three-level parking garage that accommodates approximately 200 vehicles (per applicant). While the proposed parking garage structure does not appear to physically attach to any other building, its location is adjacent to, or in near proximity to four other local landmark buildings. The proposed construction would be sited on what is currently an unpaved vacant area and an existing paved parking lot with existing landscape vegetation. The unpaved vacant area is the site of the former rear three-quarters of the First Baptist building, which, as part of COA-08-46, was to be demolished and then most of its footprint replaced with a designed, landscaped columbarium that basically followed the former building's footprint (Appendix E). However, the owner at the time, The Cathedral Church of St. Peter, Inc., did not make that plan come to fruition, and the church sold the property to The Princess Martha, LLC in March 2016. Since the original COA has expired as of July 2010, and the ownership of the First Baptist building property is now part of The Princess Martha, LLC, the approval conditions of COA-08-46 are subject to legal review since the demolition was completed, and the conditions for demolition under which it was approved remain outstanding.

The focus of this proposal is now weighted on the physical and historic character effects to both the Princess Martha building and the remnant First Baptist building façade, the latter which survives pursuant to a previous Certificate of Appropriateness (08-46). However, some focus should also involve the potential obscuring impact that may result on important historic elements of the two historically-significant buildings to which the proposed parking garage will be closely constructed.

The proposed parking garage is L-shaped with approximate longest dimensions of 248 feet along its north elevation, and 127 feet along its west elevation. The dimensional footprint equates to approximately 24,736 square feet per floor. Its outer vertical walls are proposed to be in close proximity to both adjacent historic buildings. This includes a five-foot separation from the First Baptist building’s rear structural elevation, a 12.79-foot separation from the north elevation of the 1923 Princess Martha building, as close as 2.07 feet from the 1965 addition’s north elevation extent, and as close as 2.12 feet from the Christ United Methodist Church building’s east vertical wall (also property line)—a Potentially Eligible building. The north wall of the proposed parking garage would run 2.06 feet from the property line where it meets the public alley running east/west. At this point, the proposed parking garage’s north vertical elevation will be exposed to three additional historic landmark buildings to the north and northwest including the Municipal Utilities Building (City Hall); the Domestic Science and Manual Training School; and The Cathedral Church of St. Peter Episcopal Church.

The exterior walls of the proposed parking garage are relatively modest panels of precast concrete, with no remarkable detailing or ornamentation, and likely to be finished in a gray color.
scheme. Openings that typically define the functional use of a parking garage structure are proposed for the north and south elevations, while blank walls are proposed for defining the east and west elevations. The only relief from what is primarily a flat, horizontally massed form is a small, single tower at the southwest corner area that would accommodate an elevator shaft.

A preliminary review by the City of the proposed site plan reveals the potential for a required Variance regarding a setback at the west elevation, though the Applicant is seeking an acceptable alternative to this requirement via an Irrevocable Letter of Agreement from the Christ United Methodist Church ownership, which is pending legal review at the time of this report (Appendix F). If this device is determined to be insufficient, then a Variance and renewed proper public notice may be required and reviewable by the CPPC.

**History and Significance**

**Historical Context**

The 1923 building of the former Princess Martha Hotel was designated as a local historic landmark and placed in the St. Petersburg Register of Historic Places in 1995 under HPC 95-03. It retains significance for: 1) its value as a significant reminder of the cultural heritage of the City; 2) its distinctive, yet restrained architectural Beaux Arts styling; and 3) its method of construction. Organized by the original owner Franklin Mason, and originally named the Mason Hotel, it was the first hotel in the City to be constructed as part of a public partnership, generating $1.5 million from local investors, some of whom are important persons in the City's history such as Hermann Dann, a former State legislator and co-founder of the local Dann-Gerow Building Supplies company. The hotel was immediately favored by local newspapers immediately after its construction, featuring lengthy news articles that appeared to outshine even the Vinoy and Soreno Hotels that would follow. It hosted numerous celebrities over its history including, but not limited to Babe Ruth, Clarence Darrow, Carl Sandberg, and Coretta Scott King. Though the hotel went bankrupt by 1926 due to the national economic collapse, it continued to be operated sporadically until becoming vacant in 1986. It was renovated again in 1988 to continue the hotel use, but to also include 118 apartments intended for senior living, which is its overall current use today.

Regarding the former First Baptist Church, the following selected excerpts are from the COA-08-46 Staff Report:

*The First Baptist Church building was designed by early architect George Feltham in an impressive Neo-Classical style and was completed in 1924, where it operated until 1990. That same year, the building was purchased by The Cathedral Church of St. Peter, Inc. In 1994, the organization applied for and received local landmark status. In April 2001 and again in October 2001, applications were made to the Historic Preservation Commission (HPC) for the demolition of the building in order to construct a surface parking lot and parish hall and activities center with parking, respectively. In both instances, the HPC denied the application. In December 2001, the second application was appealed to City Council who approved the demolition with the condition that the applicant present plans and evidence of financing by December 2004.*

*The congregation at St. Peter’s was unable to raise funds for the new building by October 2004. Representatives of the Cathedral then returned to City Council seeking an extension. City Council granted the extension with the condition that the congregation maintain the original façade of the First Baptist Sanctuary. After receiving the extension from City Council, St. Peter’s entered into discussions with more than 10 different developers. By the following fall, they had signed a letter of intent with the Bullard Group*
to build a condominium tower and parking garage and had raised $2.4 million of the $5 million necessary. They asked City Council for a six month extension which was granted.

While pursuing COA approval, the project also required review by the Environmental Development Commission (EDC) [now known as the DRC]. Design criteria for the new project required by the EDC resulted in an increase in project costs. In 2007, as the economy declined, the cathedral ended their agreement with the developer to build the high-rise condominium and garage and listed the property for sale.

At the beginning of 2008, WRH Princess Martha, LLC signed a contract to buy the former Baptist church for $1.1 million. However, the contract failed when "WRH floated the need to demolish the building and received a negative response." Subsequently, St. Peter's entered into discussions with St. Petersburg Preservation for agreement of a proposal to demolish the rear two-thirds of the First Baptist sanctuary while retaining the facade. St. Peter's, again, began to explore new revenue options for the property. As a result of this research, St. Peter's formed the Cathedral Columbarium, Inc. and hired Harvard-Jolly Inc. to design a city-scaped downtown urban columbarium for which they received a loan in the amount of $1 million to accomplish the demolition and restoration of the facade and gardens.

COA-08-46 was supported by St. Petersburg Preservation, Inc., though they had appealed the original demolition request. While the rear of the building was indeed demolished in 2009 and the façade left intact, there is little evidence of progress made toward constructing the columbarium and the project was placed on hold in 2011, with the property subsequently being sold in 2016 to the Princess Martha, LLC—the applicant for the COA, herein. There is documentation since 2012 regarding discussions to convert the open areas behind the Princess Martha building and First Baptist façade into a parking garage or similar facility. Important dates and determinations for the subject property include the following:

1994: First Baptist Church building designated as a Local Historic Landmark
2001: Demolition (COA 01-01) of the entire building denied by the CPC; reversed by the CC under Res. 01-820
2004: Compliance extended by CC under Res. 01-820 with condition to retain façade
2006: Compliance extended by CC under Res. 06-133 with release of façade preservation requirement—now okay to demolish entire building
2007-2008: Men’s Reading Room demolition begins
2008: COA 08-46 approved demolition with conditions to construct memorial garden; TDR 08-06 denied by CPC
2009: TDR 09-01 approved for First Baptist Church building’s façade at 87,520 square feet subject to approval conditions of COA-08-46
2009: Rear sections of First Baptist Church building demolished
2011: Columbarium project put on hold by The Cathedral Church of St. Peter, Inc.
2016: First Baptist building and parcel sold to The Princess Martha, LLC

*It is important to note that the approval of the subsequent TDR application 09-01 was contingent upon adherence to the COA-08-46 approval conditions, which relied in part on the construction of the columbarium, and of which some conditions therefore remain outstanding to date. These include: Condition #3) the garden walls to follow the demolished building’s footprint and that pathways be constructed using salvaged brick from the building; Condition #7) a historic marker to be added to the building; Condition #8) a HABS Level I Survey be submitted to the Library of Congress, and that no permits be issued until this condition is met. Per the

1 Graves, Sheree. Email to author. 15 December 2008.
submitted plans at the time, the vertical steel columns that remain from enclosing the new rear elevation are required to be encased in a masonry finish (see permit tracking #10-02000040).

These conditions as part of the approval process that led to the authorization for demolition was apparently based completely on, or at least in favor of the overall proposed design of the demolition site into a columbarium that would complement the structural enclosure of the rear of the façade. This result would provide a solid basis for continuing to use the façade in a positive, productive manner. However, the proposed parking garage does not appear to allow any use of the rear of the First Baptist building façade. Instead, it encroaches upon it in a close, awkward manner. A relevant concern regarding these previous decisions is how the First Baptist building façade will be preserved into the future, either as a utilized and functional building or as a preserved building museum example. In addition, it appears that the previous Transfer of Development Rights approval for the building is now null and void, or at least subject to revision, since the required approval conditions are in a state of non-compliance.

Architectural Significance and Description
The 1923 section of the Princess Martha Hotel (originally the Mason Hotel) was designed by a Boston architectural firm, with the principal supervisory architect being Frank Jonsberg, who relocated to St. Petersburg from Boston. Its original U-shape under a flat roof system accommodated 250 hotel rooms among nine stories with the first floor serving as a tall base. The basement adds a lower level story. The first floor along both 1st Avenue North and 4th Street North originally accommodated up to eight storefronts. A non-compatible 1965 addition to the west elevation increased this capacity by at least six additional storefronts to 14. Today, there are two active storefronts in the original building, both along 1st Avenue North; five additional active storefronts occur in the 1965 addition along 1st Avenue North.

The spartan Beaux Arts styling is obviously suggestive, though elements of other styles such as Neoclassical may have been inserted into the original design. It is known that the architectural firm was likely influenced by the Ecole des Beaux Arts, with one of them having turned down a scholarship to attend. The exterior is mainly clad in dark red brick with buff mortar. The tight upper cornice with only a moderate extension with underlying dentils is separated by two elements that serve as a frieze/architrave combination. This includes a distinctive garland patterned after the letter "M", obviously to reference Mason as the original builder/owner, with alternating flat relief, framed pre-cast panels. Just below is a wide molded belt course above unremarkable window sets. However, the upper floor window configuration is separated by another molded precast course that serves more as a water table or dripstone that reveals an egg and dart motif underneath. It is likely that the roofline parapet was meant to serve as a reference to the balustrade found on many Beaux Arts buildings. Each window retains a cement sill that adequately references the course-work.

Most of the windows in the upper floors are simple double-hung sashes, with the second and third floors revealing frontal window sets that are Palladian in character with detailed spandrels and key consoles along the west frontal façade. These windows, formed within a decorative architrave, reveal a lower large pane and light surrounds as a single set, each being separated by a brick course from the proportional upper fan arch; these glazed arches do not appear to have ever been functional from the interior. Oddly, though perhaps to reflect the interior space, the east run of windows here reveal different arches that consist of squared side-lights with an upper rounded fixed window set above a horizontal frame. A few of the original wood windows remain, though most have been changed to metal.

An embellished and elaborately formed parapet spans the frontal U-space at about the third story, with a complementing parapet at the west end. A centered cartouche includes another reference to the letter "M". The lower fenestration reveals high transparency below newer fabric
awning sets, the overall configuration formerly accommodating individual storefront glazing and façade divisions. The building emits an overall horizontal expression, though its form and mass, in tandem with the central parapet create strong verticality. Needless to say, the overall design of the 1923 Princess Martha building is unusually eclectic.

The 1965 addition departs awkwardly from the 1923 building's more elaborate styling. While its lower floor treatment of storefronts represents a modest and good attempt at a continuation of the hotel's original configuration, its austere presentation in finished stucco and squared geometry may be too dramatic to be considered a good fit as part of the hotel's more traditional character. Window sets are out of alignment and simply squared, and no detailing is present to reference the higher detailing. The rear elements are poorly adjoined to the historic hotel façade, and the later walls caused a diminution of physical integrity to the historic hotel's west elevation, while creating a connection point at the rear that is rather unsightly.

The original First Baptist Church building, designed by early local architect George Feltham, was designated by its owners as a local landmark in 1994 with the intent that they could qualify for various financial incentives. However, sufficient funding was never realized. From the 4th Street North pedestrian level view, it continues to appear as a dominant Neo-Classical building with tall Corinthian columns supporting an open portico that includes significant stained glass windows and inlaid tile flooring beneath a convincing Greek pediment that flattens at each roof side. Its symmetrical appearance is very tight, enhanced further by single upper and lower windows flanking the front entry, along with a set of lower doors at each end. The wide entry step system of 17 risers made of concrete with concrete capped cheeks commands the majority of the façade, and induces a feeling of entering upward into a grand and majestic building that truly subjugates, or makes humble, the visitor proceeding into it. The sides of the building retain the original upper and lower window sets and plinth bases. The original cornerstone remains at the northeastern corner. As a preserved façade, the building that remains today rises above mere façade preservation in that its spatial context within its current footprint is nearly unchanged, though admittedly less functional internally.

The 2008 COA approval conditions required preservation of the façade as submitted by the applicant at the time, and that the building's landmark designation continue while allowing the partial demolition of the building. The approval conditions also guided the design of the rear enclosure which is evident today, though incomplete. Basically, all that remains of the historic building then is the façade and its westward extension that extends to the rear approximately 40 feet (approximately 27 feet of the vertical building walls, and the front entry step system), with little available use for the interior of the building in its present configuration. This current configuration was intended to complement an associated columbarium and landscaped garden. While the integrity of the overall building is certainly diminished, the preservation of the façade creates an important precedent for allowing partial demolition of a historic landmark building when accompanying an associated or compatible use. The extant façade is important in that it somewhat continues a previously documented line of historic buildings that run along the west side of 4th Street North between Central Avenue and 3rd Avenue North. Now, its preservation as is, would still work best in tandem with an associated design such as the columbarium or landscaped garden, otherwise, it appears fairly unusable except for its frontal aesthetic appeal, continuation of the original street presentation for the city block, and for the architectural information it continues to provide.

Previous Alterations
Several alterations have been made to the Princess Martha building since its original 1923 construction. It was customary for the storefronts and interior spaces to change periodically, and some of the more notable architects such as Archie Parrish and Henry Dupont provided design guidance in this respect; therefore, the existing storefront row is more modern than its original
counterparts. Likewise, the 1924 entry marquee and first floor, 1933 canopy, and other awnings have been either removed or replaced during multiple alterations. However, the original decorative marquee anchors appear to remain. The historic rooftop signage is no longer extant.

Though the 1995 City Designation report suggests compatibility, the most prominent effect to the historic building is the large, 1965 two-three-story west addition, which ended a $500,000 renovation that began in 1963. Though the historic designation records suggest appropriateness and compatibility with the main building, it does not appear to be so, given its starkly austere stucco finish and opposing window sets that do not appear to complement the more ornate arched sets. In fact, its incompatible relationship to the 1923 building retains insignificance today, though its effect can be said to be adverse overall, and its current age of 52 years does not change its relative insignificance. This addition to the 1923 Princess Martha building is non-contributing to the original landmark.

By 1965, the interior lobby had been altered to a sleek modernized design reminiscent of a Mid-Century Danish stylized movement, which has since been restored to the more traditional styling (1988). Other major alterations include replacing all of the original double-hung, mostly 9/1 windows by 1963 with inappropriate metal slider sets. The divided casements and rounded arch fans were also replaced with inappropriate window sets. These were then replaced in 1988 with more characteristic window sets which reveal mostly a simple 1/1 double-hung sash configuration, though the second and third floor window sets now include a mix of single-pane and slider sets, with the divided fan and side lights in place, but with solid panels still obscuring previous glazed elements. Several windows at the north elevation were removed and replaced with brick enclosures which reveal each opening’s ghost image. The brick exterior was repointed and marble caps were added to the lower exterior column pilasters during the same year (now removed and the brick restored). In 1966, sections beneath various windows were punctured to accommodate AC units, while several window openings along the rear elevation were noticeably been filled in. The original hotel rooms were converted into 118 enhanced senior living apartments in 1988. The existing awning configuration was approved under COA 93-15 and were updated in 2010.

More recent major alterations include an in-kind replacement of the sidewalk light grids along 1st Avenue North in 2003; the 4th Street North light grids were to remain without effect. In 2011, under COA-11-17, two storefront recesses (insets) along 1st Avenue North were altered outward.

Alterations to the First Baptist building have already been referenced above as evidenced by the completed demolition of its rear three-quarters, which in turn has left a vacant, unimproved plot (see graphic below). While the frontal façade reveals intact architectural elements that are relatively unchanged such as the Greek pediment, Corinthian columns, ornate window configurations, yellow brick, and wide steps leading to the preserved portico, its rear is a newer fabrication that does not retain historic significance. The remaining side elevations also reveal some preserved windows, some of which have plywood covering over them—apparently to prevent vandalism or intrusion. The extant façade, which was in a state of advanced deterioration, was significantly improved as part of the demolition. Part of the lower concrete plinth base at the extant façade’s north elevation was rebuilt. The decorative wrought iron fence that protected the space between the First Baptist and Princess Martha buildings at the east has been removed.

The removal of a building’s majority footprint does irreparably alter its integrity as a complete building. However, the strength of the remaining façade and entry steps encourage a dominant architectural presence that is quite evident from the pedestrian perspective along the public thoroughfare of 4th Street North and from Williams Park just east (also, see Appendix C, Photo
1). This strength is a near testament to the benefit of façade preservation in the City, of which there are no other real examples. In this case, a modicum of interior space is also preserved, which goes beyond mere preservation of the frontal wall as a veneer to a new building construct, as found on typical façade preservation projects. The obvious loss of integrity due to the demolition of such a large percentage of viable footprint (see graphic below) does create a diminution of significance that in this case is tempered by the dominance of this façade and its ability to convey the architectural style and method of construction from the 1920s.

Underlying graphic by Harvard-Jolly Architects, 2008. Blue lines show demolished sections west of preserved façade shown in red, as superimposed by Staff, 2017.

REVIEW OF CERTIFICATE OF APPROPRIATENESS

The evaluation of new construction as part of the COA process is important in terms of ensuring appropriateness and compatibility with the historic character of local historic landmark buildings as it relates to design, scale, size, mass, and orientation, relating in part to appearance and architectural styling. In approving or denying a COA application for new construction, the CPPC shall at least consider the Request for New Construction Assessment criteria below as part of their decision-making process. These criteria are based on the Secretary of the Interior's Standards for the Treatment of Historic Properties, as well as, recognized standards of urban design, and cultural landscape and historic preservation reviews. The guidance provided by the U.S. Secretary of the Interior is intended to assist reviewers and decision-makers in considering how additions can be made compatible with local approved historic buildings, in part by recommending that:

A new addition may be contemporary if conveying a similar historic appearance or reference to the historic building that allows it to be distinguished from the historic building, while not radically changing, damaging, or destroying historic relationships;

When practicable, a new addition should be set back and located away from the public right of way such as to the rear or other secondary elevation;
The new addition should be limited in both size and scale to the historic building and should not radically change its appearance or affect its setting;

The construction materials and the color of the new addition should be harmonious with the historic building materials; and

**Request for New Construction Assessment**

**General Criteria for Granting Certificates of Appropriateness**

1. *The effect of the proposed work on the landmark or the property upon which such work is to be done.*

For a proper evaluation, it is important to assess the impact to the physical materials of the historic buildings, and how inconspicuous or not the proposed addition is in relation to the them according to the guidance offered by the U.S. Secretary of the Interior’s Standards, and other COA precedents considered under similar proposals.

*First,* the proposed parking garage does not appear to physically attach to either the 1923 or 1965 sections of the Princess Martha building. The proposed parking garage’s alignment along the historic building’s north elevation situates it within 13 feet of its outer wall, which is similar to the historic alignment of the First Baptist building’s former south elevation. The proposed parking garage does not create a direct physical effect or intrusion to the First Baptist building either, though it does encroach upon it to within five feet. Therefore, no adverse physical effect or intrusion appears to be evident, and no loss of materials are then found.

*Second,* consideration should be given to how much, and what type of an impact the new elevation wall alignments referenced above create, if any, to the extant historic buildings. The design of the proposed parking garage is simplistic and made less conspicuous due to its location behind both the Princess Martha building and the First Baptist building remnant on what is currently a vacant lot and parking lot—part of which had been the former rear structure of the First Baptist building (photo at left). This locational factor generally creates a circumstance of inconspicuousness and uses a lesser visible area of the overall site when viewing at ground level (see two superimposed graphics below). In fact, a non-prescribed alleyway was created in the space between the buildings.

Photo above shows the relationship between the Princess Martha building and former south elevation of First Baptist building. Photo by Staff, 2008.
In this case, as is typical for urban areas, inconspicuousness changes as one moves upward, where additional visibility of what is new becomes exposed, and where the population that currently lives or works above three stories may see a different array of effects that affect current views and relationships as instituted upon them by the new construction. In the case of the latter, the element of inconspicuousness for historic preservation purposes is fairly debatable. Individual preferences vary regarding the appeal of a barren rooftop with mechanical equipment versus a roof that has store automobiles, or one that is open and developed as a garden terrace. Each has perceived advantages and disadvantages that when attempting to examine appropriateness for historic significance, and confuses both the casual and conditioned observer when no historical documentation or outlining of their historical qualities have been previously discussed that go beyond the aesthetics of rooflines. However, most of this area, which does not necessarily change the current use of vehicular parking, is at an off-kilter view by the general public.

Regarding what may be exposed to public view, the proposed parking garage structure should reflect its modern function via a harmonious character. Any attempt to mimic or copy the historic building elements should be avoided, though appropriate referencing of certain historic details between old and new should be applied, especially at the northeast corner where the newness of the proposed parking garage is mostly revealed to pedestrians along 4th Street North. A subtle, surficial articulation in the exterior wall here will reference the nearby historic buildings, while allowing the modern to distinguish itself from the old. Additional, limited referencing and/or wall articulation would be well-served along the north and west elevations that face windows of adjacent historic buildings (Approval Condition 1). The open space that is proposed to remain should be secured with a replacement metal gate/fence that matches the historic fence now removed from the southeast corner of the First Baptist building (Approval Condition 3).

As somewhat evident in the photograph above, the early view from the lower floors of the Princess Martha building was the side of the former First Baptist building with its yellow brick walls, indentations, running cornice line, course molding, and decorative window elements. A later wheelchair ramp also took up much of the space at ground level, rendering a purely utilitarian space between buildings. This view was replaced with a vacant plot and vehicular parking, which would now be replaced with the precast panel walls and ordered openings of the proposed parking garage, which is quite a different aesthetic. The proposed ribbon of squared lower openings creates an appropriate historic reference to windows that should be included at the second level too. The more appropriate relationship, as it affects the historic Princess Martha building with its existing window views, may be to provide elongated lower openings since they would be less visible, while providing squared openings at the second level (Approval Condition 2). This arrangement, if structurally and functionally adaptable, appears to avoid a diminution of the integrity of feeling factor for the historic hotel, but without much effect to the other factors of integrity.

It must also be considered that, historically, various types of buildings or non-building uses could have been constructed adjacent to the historic hotel since it was completed earlier on the city block than the First Baptist building, whereas, the development pattern would have typically been either an adjoining wall with transparency, or a connected wall that rendered existing openings obsolete. In this case, places of worship tended to be stand-alone buildings with four exposed elevations, though it appears that there was some understanding between property owners that the hotel would be constructed to its north property line, and that the future church building would establish a setback from its south property line, similar to how it had been constructed before 1924. Here, the relationship between buildings was established to allow windows and fenestration that would create more open rooms in the hotel while allowing light into the church. Many windows still exist
along the lower floors of the north elevation of the Princess Martha building, though many have been enclosed as part of previous inappropriate enclosures.

The changing landscape theme from a church sanctuary, to a never-constructed columbarium, to a vacant plot with non-approved parking, and hypothetically a parking garage, tends to result in an adverse effect to both historic buildings, in spite of inconspicuousness. The resulting proposed open area that would separate the First Baptist building and the proposed parking garage appears to be relegated to a non-functional area. However, it is obvious from the graphics below that the proposed parking garage would be limited in its visibility from most available public vantage points, except that a clearer visibility is afforded from the 4th Street North side. Historic maps and downtown platting did not appear to ever suggest community-oriented spaces within this block. However, no historic view, or view of historic forms are ever fully guaranteed in urban development scenarios unless specific adopted plans identify them as such. In this case, the only approved previous uses, whether constructed or not, are buildings with transparency, a landscaped garden, and a landscaped parking facility on part of it. Though existing vegetation will be removed from what is already a dirt and paved combination of parking facilities, the direct physical effects to historic buildings are de minimus, and the visual intrusion is lessened when considering the site’s interior location within the platted city block that then occurs along a public alleyway, the latter speaking more to a utilitarian use and aesthetic.

Even though the most prominent view from pedestrian level would be from the 4th Street North and Williams Park areas, the function of the alley, regardless of its view-ability tends to override building aesthetics when the street front building dimensions are built according to approved plat patterns. However, this would mostly apply to typical building depths, which the façade of the First Baptist building no longer provides. The front building pattern remains along 4th Street North between the alley and the Princess Martha building, yet it is diminished from the perspective of depth, and therefore, any new building or structure that begins to impose itself on the historic should provide a limited, yet appropriate reference to the historic.

Therefore, due to the demolition approval conditions that would have created an open space use, and because an adverse effect to historic spatial relationships is determined with the construction of a parking garage as an encroachment upon other local landmark buildings, appropriate treatment through articulation and surface modelling of elevation walls at the northeast corner and part of the west elevation is necessary to benefit the historic relationships and the public view (Approval Conditions 1, 2). In addition, decorative fence systems will be added to the southeast and northwest open areas of the First Baptist building that match historic precedents (Approval Condition 3).
2. The relationship between such work and other structures on the landmark site or other property in the historic district.

Partly explained in Criterion 1, above. Similar to historic precedents, the proposed parking garage is designed to be separated from the rear of the Princess Martha building's north vertical exterior wall by just under 13 feet. While it does appear to be separated only by two
feet from the 1965 addition along this same elevation, the overall effect to the historically significant building is only remarkable in regard to what would be viewed under the proposal. In this case, it is a new vehicular parking facility, as opposed to the former church sanctuary and a later, vacant plot used for vehicular parking. However, it is again important to reiterate a comparison of the present viewshed with the prior historic uses on the subject property.

First, the former First Baptist building extension of the south elevation to the west occurred at a height of approximately three stories along the Princess Martha building’s rear elevation. This was the historic view from the rear elevation windows of the hotel. The former church building revealed a decorative window array here that copied those on the north elevation. This included upper and lower sets separated by wood spandrels. The full complement of stained glass panes were divided into four sections consisting of four tall, vertically-oriented upper sets of nine openings above three shorter sets. The form of the building was irregular in that it had three-story ends flanking the central vaulted roof structure with broad window sets rising to it. Arguably, the ground area did not offer an aesthetically pleasing view, and instead served more as an access conduit, or private alley in its own right. The demolition of most of the church building created the current condition of vehicular parking on an unimproved site. While a wall with windows or meaningful fenestration may suffice for certain buildings in order to temper the relationship between them, the effect of what is to be an open parking garage tends to preclude any specific window requirement, since such a structure is utilitarian and temporary versus livable and permanent. However, elevation articulation for parking garage structures is not unprecedented, and it may benefit the Princess Martha building’s historic view, and its relationship to an adjacent building and integrity factor of feeling to rearrange the proposed pattern of openings on at least a portion of the building here (Approval Condition 2).

There does not appear to be any additional need for architectural treatment for the roof level of the proposed parking garage. This is supported by the fact that vehicular parking already exists within the parcel to some extent historically and currently, and what is being proposed creates a more orderly storage of vehicles that will certainly be less visible at ground level in the future than they are at the time of this report. It is suggested by the Applicant that the adjacent property owner to the west is content with zero fenestration and the reduced setback and is considering an Irrevocable Letter of Agreement stating such (see Appendix F). However, additional articulation of the wall is preferable to at least the north half of the exterior wall (Approval Condition 1). Also, and as stated previously, there may be a benefit in providing meaningful articulation at the northeast wall elevation where it creates a fairly visible reveal behind the First Baptist building (see graphics above and below, and Approval Condition 1).

3. The extent to which the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture, materials, and color of the landmark or property will be affected.

The proposed parking garage does not appear to directly affect the architectural or historical significance of the 1923 Princess Martha or 1924 First Baptist buildings in that it has no physical attachment to them, and is located within a fairly inconspicuous area to the rear of both. The east elevation pre-cast wall at its north end that would be revealed and visible from 4th Street North and Williams Park may benefit from additional articulation (see graphic below); also, a rearranged opening configuration at the south elevation of the parking garage, and additional fenestration along the west elevation are appropriate (Approval Conditions 1, 2).
4. **Whether the denial of a Certificate of Appropriateness would deprive the property owner of reasonable beneficial use of his property.**

There is no evidence presented to indicate that denial of this COA will deprive the owner of reasonable beneficial use of the property.

5. **Whether the plans may be reasonably carried out by the applicant.**

The proposed plan for a three-level parking garage is reasonably designed for such a use, and considering certain refinements that may be required by the CPPC, does not appear to present any major obstacles at this time for being carried out by the applicant/owner.

6. **Certificates of Appropriateness for non-contributing structures in a historic district shall be reviewed to determine whether the proposed work would negatively impact a contributing structure or the historic integrity of the district. Approval of a COA shall include any conditions necessary to mitigate or eliminate the negative impacts.**

It is important to consider if the 1965 structure overall has become historically significant since the HPC-95-03 designation, as an addition to the former hotel building, or on its own merit. This is important in that the proposed parking garage encroaches upon this building, and its age of 52 years renders it eligible for such consideration. However, pursuant to this report and an examination of its physical construction as an addition, it does not reveal enough significance based on merits of architecture or association. While it does have a unique pass-through driveway supported by exposed columns that support a swimming pool above the west half, its basic configuration is not far different from other 1960s era buildings.
or facilities that are not recognized as historically important, and therefore does not rise in status or quality above them.

The questions of its compatibility and appropriateness are also worthy of examination. The frontal row of storefronts is commendable, though fairly unremarkable in any memorable design aesthetic or feature when comparing to the highly ornate styling of the storefront configuration to the east. The overall starkness of the stucco surfaces without sufficient references does not appear harmonious with the Princess Martha building’s brick adornment and Beaux Arts stylings, and instead, serves a contrast that may be too bold, and somewhat out-of-character as an addition to the historically significant building. This is even more poignant at the rear elevation connection where the addition is clearly differentiated, yet poorly finished and appearing incomplete with a diminution of integrity still obvious. This meeting of the historic building with the later structure tends to cause a diminution of historic integrity, and ends up taking away from what was the unattached historic west elevation of the Princess Martha building. The rear walls of the 1965 addition appear rather plainly functional and without any well-defined openings or signature elements that make them distinctive. The pass-thru is technically proficient, but not necessarily aesthetically pleasing and is reminiscent of a mid-century motor court construct that seems proportionately out of place within the context of this block.

Therefore, the 1965 addition does not contribute to the historically-designated building, and there is no evidence to suggest that the proposed parking garage, as related spatially to the later addition would negatively impact it as proposed. In fact, the proposed parking garage may actually complement the 1965 addition by obscuring its connection points. It is obvious that current visual perspectives will be altered and that the first three floors of the Princess Martha building, along its rear elevations will be affected by a new visual distortion or effect

**Additional Guidelines for New Construction**

1. **The height of the proposed building shall be visually compatible with contributing resources in the district.**

As proposed, the basic height of the proposed parking garage is not elevated above the existing roof levels of the Princess Martha building, First Baptist building, or any of the surrounding buildings. It does appear higher where it meets the one-story section of the 1965 Princess Martha Hotel addition. While obviously a flat-oriented structure, its basic second story parapet wall surround reaches a height of 27’9”, which is between two and three stories. The highest element above the overall roofline is the common, yet diminutive elevator structure, which reaches up to 35’9”, and is fairly “hidden” in the southwest corner of the proposed structure, in fact aligning fairly well with what appears to be a stairwell associated with the adjacent potentially-eligible building.

There is a slight variance between the first floor to second floor at 13’3” and the second to third floor at 23’9”, which represents a lower separation of the latter by 2’9”. These are not uncommon heights for a parking garage structure roofline or its multiple levels. Other similar parking garages exist in the downtown core, though relatively few, if any, are surrounded by as many historic buildings as the proposed. However, height in this case, is reasonable since no significant amount of roofline of surrounding historic buildings are diminished or made less prominent, and it represents an elevated version of a use that already occurs within the space. Because the proposed structure is internal to the platte block, its height effects, as proposed, do not appear to warrant a more exhaustive examination, herein.
2. The relationship of the width to height of the frontal elevation shall be visually compatible with contributing resources in the district.

As proposed, the parking garage does not reveal an essential and primary frontal elevation, and each elevation becomes utilitarian in character and functional design due to the structure's use as a vehicular parking facility. The only clearly visible elevation then, becomes the north wall which faces a public alley, and rises to a height that is lower than most surrounding buildings. Its open character, as a utilitarian structure for modern convenience, is therefore reasonable for the site in relation to its length and width versus height, as well as, its relationship to the taller, surrounding buildings as a new structure not intended to look historic. The height of the proposed parking garage can be referenced as having de minimus impacts to the Princess Martha and First Baptist buildings in that: 1) it affects only the rear elevations of the these two historic buildings, and only the rears or sides of other surrounding historic buildings; and 2) its height is higher only at the rear of the 1965 Princess Martha Hotel addition, which is not historically significant, and which will not be readily viewable from any clear public vantage point at ground level.

3. The relationship of width of the windows to height of windows in a building shall be visually compatible with contributing resources in the district.

There are no windows on the proposed structure since it is a parking garage. The north elevation will be mostly open with limited vertical wall planes. The walls along the east and west ends are designed as blank and solid with only limited articulation of the surface, and thusly require additional treatment as referenced elsewhere in this report (Approval Condition 1). The south walls will be closely situated to the Princess Martha building's north elevations. Transparency does exist along the south elevation here in the form of a lower row of squared vent openings below a row of upper squat, linear openings; however, a rearranged design to make it more harmonious may be appropriate (Approval Condition 2).

A relative comparison between a historic building and an adjacent parking garage can be made by reexamining the graphics below, which reveal an existing juxtaposition occurring at the former Suwannee Hotel and its adjacent parking garage. In this case, the garage directly adjoins this potentially eligible building. The fenestration is similar to the proposed parking garage, though it lacks the lower elevation squared openings that better reference the historic pattern of openings.
This parking garage occurs at the former, historic Suwanee Hotel building and would be fairly similar in form as what is proposed, though unattached and much lower in height. Both are now modernized. Photos by Staff, 2017.

4. The relationship of solids and voids (which is the pattern or rhythm created by wall recesses, projections, and openings) in the front façade of a building shall be visually compatible with contributing resources in the district.

Again, there is no actual frontal façade to the proposed parking garage and the actual frontal facades of the historic buildings are not fully affected by its construction. Though the differences between elevations of old and new are extreme in design, use, and structure, the proposed parking garage's internal location would actually be less exposed than many of its counterparts already constructed in the downtown core. The opportunity for establishing appropriateness with regard to exterior wall surfaces lies mainly in how each relates to its neighboring historically significant element when combined with its degree of public exposure to it. Historically in the City, alley-facing buildings and structures were few, and those that did have this orientation served mainly utilitarian needs, as is still commonly associated with walls that are intended to face alleys and other less exposed conduits. It is important to note that the adjacent building abutting the subject property appear to be trimmed down and devoid of decorative elements because of the lesser alley aesthetic importance. In most cases, ground level plinths, for example, are discontinued historically along these areas.

In this case, requiring any direct copying of the historic fenestration is therefore difficult and perhaps not necessary, except as noted elsewhere in this report. When compared with the openings of both historic buildings, as shown in the graphic set below, those presented on the lower floor of the south elevation of the proposed parking garage appear reasonably similar, especially to those found on the rear of the Princess Martha building. The second level linear openings are quite different in how they respond to the character of the historic
building's openings, and seem less appropriate, and may benefit from rearranging their locations (Approval Condition 2). In addition, the now plywood covered windows at the north elevation of the First Baptist building are to be revealed by removing the plywood and maintaining the historic windows (Approval Condition 1).

Referencing historic elements and patterns (partially indicated by red arrows) and screening undesirable uses is recommended.
5. **The relationship of buildings to open space between it and adjoining buildings shall be visually compatible with contributing resources in the district.**

The subject property is not located within a historic district per se—each historic building is designated individually. However, the property is located in the DC-1 zoning district where commercial buildings historically occupied the entire parcel with little open space between them. The footprint of the proposed parking garage tends to follow, in part, the now-missing rear footprint of the First Baptist building. The open space between it and other buildings is fairly consistent with the development pattern in the downtown, historically.

6. **The relationship of entrance and porch projections to sidewalks of a building shall be visually compatible with contributing resources in the district.**

There are no porch projections directly related to sidewalks for the proposed building since it is a parking garage and is therefore subordinate to other primary historic buildings. It is also located within the interior of the block where access is granted either along the public alley or at the south elevation where it meets the 1965 addition to the Princess Martha building, though fairly obscured from public view.

7. **The relationship of the materials, texture, and color of the façade of a building shall be visually compatible with the predominant materials used in contributing resources in the district.**

The proposed parking garage is designed to reveal smooth precast concrete panels with wall finishes likely in the color of “repose gray” (Appendix E), as submitted by the Applicant, but not definite. While precast material was not available for general use during the period of significance, its effect would be distinguishable, while meeting a fairly compatible relationship within the platted block for application to a new parking garage if historic referencing is incorporated into the exterior elevations. Some refinements, as indicated elsewhere in this report, are considered to achieve appropriateness with historic materials such as referencing historic architectural openings, detailing, and certain exterior surfaces.

The most visible elevation of the proposed parking garage is the north wall, and the east wall extension—both visible from the public view along 4th Street North and Williams Park. The east elevation wall appears to create a boldly contrasted reveal that is several feet in width against the northwest corner of the First Baptist building that is not using the same vertical wall setback. The north elevation of the proposed parking garage is also visible from this vantage point due to what appears as a fairly open alleyway entrance. Some meaningful articulation of the east wall extension here should be included, including, but not limited to a band of brick or course at the lower portions and other mid and high textural elements. Some articulation of the exterior surface of the east reveal that references existing fenestration patterns may alleviate the starkness of what would otherwise be a tall, solid wall of fairly incompatible concrete surface. The same is true for the west vertical wall. It is unclear if this contrast would be beneficial or inharmonious since no detailed comparison has been provided by the applicant. The northwest wall corner should match this treatment, as well (Approval Condition 1).

8. **The roof shape of a building shall be visually compatible with contributing resources in the district.**

The proposed parking garage features a flat roofline with a raised parapet (protection wall), which is fairly common for other surrounding historic buildings, and especially common to parking garages. The proposed elevator shaft, as a roof-type projection, is also found on
many of the surrounding buildings, and in this case, appropriately matches other available precedents. Because the overall height of the proposed parking garage is mostly lower than the surrounding historic buildings, it creates a compatible relationship by not unnecessarily obscuring historic elevations or distinctive rooflines. In this case, the roofline will be visible only to a moderate degree from the 4th Street North perspective, and mostly out of view from all other streets, including 1st Avenue North. All other direct viewing potential is limited, except from third floor or higher vantage points.

9. **Appurtenances of a building such as walls, wrought iron, fences, evergreen, landscape masses, building facades, shall, if necessary, form cohesive walls of enclosures along a street, to insure visual compatibility of the building with contributing resources in the district.**

Since the proposed parking garage does not face any public street, and no enclosing wall or other appurtenance is proposed, this criterion does not appear to be applicable.

10. **The size of a building, the mass of a building in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible with contributing resources in the district.**

Because the proposed parking garage is located within the interior of the platted block, and does not cause any of its elevations to directly face a public street, its size and mass as seen from 4th Street North will not affect any of the most character-defining elements of the surrounding historic buildings. The mass of its roof plane that serves as a parking lot is large in comparison to historic precedents. However, rooftops of various heights and sizes have occurred historically without consideration of their effects generally to those at the pedestrian level. Even given its roof mass, the effect of the proposed parking garage will be lessened by its location within the platted block, rather than around any of its more visible perimeter. Some refinements to the design of the elevations will alleviate incompatibilities as referenced in this report and conditioned as part of any approval herein (Approval Conditions 1, 2, 3).

11. **A building shall be visually compatible with contributing resources in the district in its directional character, whether this be vertical character, horizontal character or non-directional character.**

The proposed addition has a distinct horizontal direction, which can be said to reference the horizontal coursework and window configurations of the surrounding historic buildings. However, additional treatment such as surface articulation of elevations is appropriate for mitigating certain inharmonious effects (Approval Conditions 1, 2).

12. **New construction shall not destroy historic materials that characterize the property. The new construction should be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment;**

The massing, size, and scale of the historic buildings are not affected and will remain as they currently are. No historic materials are proposed to be altered or removed. The proposed parking garage will be markedly different in its fenestration, finish, and what will be a clearly visible use and function. However, some architectural refinement in the form of surface articulation as proposed herein, is required to allow differentiation while not creating a total inharmonious relationship between buildings (Approval Conditions 1, 2, 3). Furthermore, and except as noted herein, because the proposed parking garage is located
behind the existing historic buildings and within an enclosed area along an alleyway, its impact on the streetscape will be less available for public view or scrutiny, though the 4th Street North and Williams Park vantage points should be carefully considered. Additional treatment relative to previous application approvals such as the Transfer of Development Rights application 09-01, and the Certificate of Appropriateness 08-46, should also be brought into compliance including, but not limited to, a commemorative historical marker to be placed on the First Baptist building, and encasing of the exposed vertical supports at the rear of the First Baptist building (Approval Condition 4).

13. **New construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Except for circumstantial side-effects (vibration, accident, undermining, etc.), removal of the proposed parking garage after its construction would not appear to cause any harm of effect to either the 1923 Princess Martha building or the extant 1924 First Baptist building.

**RECOMMENDATION**

**COA 17-90200010**: City staff recommends that the Community Planning and Preservation Commission Approve with Conditions the Certificate of Appropriateness request for the construction of the proposed addition located at 415-1st Avenue North and 120-4th Street North, subject to the following Approval Conditions:

1. Applicant and Staff shall explore refinement of the exposed elevation at the northeast corner, the northwest corner, and the west elevation that references historic detailing; refinements shall be provided to and approved by Staff or the CPPC before construction permitting. This also includes removal of the existing plywood covers at the north elevation of the First Baptist building to permanently reveal the historic windows.

2. Applicant and Staff shall explore rearranging the configuration of openings along the first and second floor exterior walls along the south elevations; amended configuration shall be provided to and approved by Staff or the CPPC before construction permitting.

3. A decorative metal fence system as approved by Staff that strongly references the historic precedent of the First Baptist building shall be restored to the "between building" opening at the southeast corner, and replicated at the northwest corner opening.

4. The applicant shall complete certain outstanding approval conditions pursuant to COA-08-46 including providing a strategically-placed historic marker at the First Baptist Church and proposed parking garage, enclosing the exposed vertical steel support beams with masonry or other acceptable material, and submitting a treatment and use plan for maintaining the 1924 First Baptist building. This does not include a columbarium.

5. The proposed parking garage is subject to all requirements of the LDRs and other applicable City codes.

6. A properly recorded Irrevocable Letter of Agreement is required from the adjacent west property owner regarding setbacks (non-recorded agreement received March 31, 2017).

7. Revisions or changes to these Approval Conditions, or architectural details not mutually agreed upon shall, subject to Staff discretion, require a follow-up public hearing by the CPPC for review and approval.
Appendix B
Public Input

No public input has been received by the Urban Planning and Historic Preservation Office as of April 4, 2017.
Appendix C
Photographs

Photo 1: Historic view of Princess Martha Hotel, adjacent building to its west, and the First Baptist Church façade to its north. Photo, 1920s, City Landmark Designation file.
Photo 2: Princess Martha building north elevation and First Baptist building south elevation comparison, looking from 4th Street North. Photo by Staff, 2017.
Photo 3: Looking from 4th Street North to rear of First Baptist building where north elevation of proposed parking garage to be most visible. Photo by Staff, 2017.
Photo 4: Site of proposed parking garage looking at rear of First Baptist building, rear of 1923 Princess Martha building, and rear portion of the 1965 addition to the Princess Martha. Photo by Staff, 2017.
Photo 5: Rear of First Baptist Church and Princess Martha building. Photo by Staff, 2017.

Photo 7: Rear connection of 1923 Princess Martha building to 1965 addition. Photo by Staff, 2017.
Photo 8: View of 1965 Princess Martha building addition as it attaches to west property. Photo by Staff, 2017.
Photo 9: Existing landscape trees on site of proposed parking garage. Photo by Staff, 2017.

Photo 10: Former decorative fence between the Princess Martha and First Baptist buildings. Photo by Staff, 2008.
Photo 11: Former First Baptist Church building before demolition looking southwesterly. Photo by Staff, 2008.

Photo 12: Former First Baptist Church building before demolition looking at north window configuration that also occurred on the south elevation. Photo by Staff, 2008.
CERTIFICATE OF APPROPRIATENESS

Application No. 17-902010

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

GENERAL INFORMATION

NAME of APPLICANT (Property Owner): The Princess Martha, LLC

Street Address: 411 1st Avenue North
City, State, Zip: St. Petersburg, Florida 33704
Telephone No.: 727-894-7788
Email Address: steve.kay@spraguecoastal.com

NAME of AGENT or REPRESENTATIVE: Chris Weddle, P.E. / Aurora Civil Engineering, Inc.

Street Address: 610 E. Morgan Street
City, State, Zip: Tampa, Florida 33610
Telephone No.: 813-445-9997
Email Address: chris@auracivil.com

PROPERTY INFORMATION:

Street Address: 411 1st Avenue North
Parcel ID or Tract Number: 19-31-17-2465-020-0129
General Location: 1st Avenue South & 4th Street North

Designation Number:

AUTHORIZED

City staff and the designated Commission will visit the subject property during review of the requested COA. Any code violations on the property that are noted during the inspections will be referred to the city’s Codes Compliance Assistance Department.

By signing this application, the applicant affirms that all information contained within this application packet has been read and that the information on this application represents an accurate description of the proposed work. The applicant certifies that the project described in this application, as detailed by the plans and specifications enclosed, will be constructed in exact accordance with approved plans and specifications. Further, the applicant agrees to conform to all conditions of approval. It is understood that approval of this application by the Commission in no way constitutes approval of a building permit or other required City permit approvals. Filing an application does not guarantee approval.

NOTES: 1) It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete or incorrect information may invalidate your approval.

2) To accept an agent’s signature, a notarized letter of authorization from the property owner must accompany the application.

Signature of Owner / Agent: ____________________________ Date: 2/23/17

Chris Weddle, P.E. (Agent)
CERTIFICATE OF APPROPRIATENESS

NARRATIVE (PAGE 1 OF 2)

All applicants must provide justification for the requested COA based on the criteria set forth in the Historic and Archaeological Preservation Overlay (City Code Section 18.30.070). These criteria are based upon the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties (available online at www.nps.gov/history/hps/tps/standards/guidelines.htm). Please type or print clearly. Illegible responses will not be accepted. Please use additional sheets of paper if necessary.

GENERAL INFORMATION

Property Address: 411 1st Avenue North, St. Petersburg, Florida

COA Case No: 17-902-000 10

Type of Request

☐ Alteration of building/structure
☐ New Construction
☐ Relocation
☐ Demolition
☐ Alteration of archaeological site
☐ Site Work

Proposed Use

☐ Single-family residence
☐ Multi-Family residence
☐ Restaurant
☐ Hotel/Motel
☐ Office
☐ Commercial
☐ Other Parking Garage

Estimated Cost of Work: $1.5 Million

WRITTEN DESCRIPTION OF PROPOSED WORK

Explain what changes will be made to the following architectural elements and how the changes will be accomplished. Please provide a detailed brochure or samples of new materials.

1. Structural System
   Precast Concrete Parking Garage
   Ground level parking plus two raised decks.
   All exterior surfaces are Precast Concrete.

2. Roof and Roofing System
   N/A
3. Windows
   N/A

4. Doors:
   N/A

5. Exterior siding
   N/A

6. Decorative elements
   N/A

7. Porches, Carriage Porch, Patio, Carport, and Steps
   N/A

8. Painting and/or Finish:
   Text and/and (this section included)
   Fits, color selection to be determined later.

9. Outbuildings
   N/A

10. Landscaping, Parking, Sidewalk, Garden features
    See attached plan.

11. Other
    N/A
March 9, 2017

Larry Frey
City of St. Petersburg
Planning & Economic Development Dept.
One Fourth Street North, 8th Floor
St. Petersburg, FL 33701

RE: COA Application Package
Princes Martha Parking Garage
411 1st Avenue North
COA 17-902000810

Dear Larry:

Please find below some additional information in support of our original submission. The evaluation criteria are listed along with the information we are providing in italics.

E. General criteria for granting a COA. In approving or denying applications for a COA for alterations, new construction, demolition, or relocation, the Commission and the POH shall evaluate the following:

1. The effect of the proposed work on the local landmark;

   The First Baptist Church landmark is located directly east of the proposed structure. However, the landmark's prominent façade conceals the proposed parking structure, whereas only visible façade is the north wall.

2. The relationship between such work and other structures on the property or, if within a historic district, other property in the historic district;

   The proposed structure is an infill project which replaces a grade level parking lot. No façade of the proposed structure is visible from the surrounding public streets, and is accessible only from the alley.

3. The extent to which the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture and materials of the local landmark or the property will be affected;

   610 E. Morgan Street, Brandon, Florida 33510
   813 643-9907
The adjacent landmark, in the architect's opinion, will not be affected by the proposed structure.

4. Whether the denial of a COA would deprive the property owner of reasonable beneficial use of the property;

   In light of a shortage of parking on the property, a denial would deprive the owner from reasonable beneficial use of what is currently a grade level parking lot.

5. Whether the plans may be reasonably carried out by the applicant;

   The plans will be carried out by the general contractor, architect, civil engineer, and other associated engineers which have been retained by the general contractor as part of a design-build agreement.

6. A COA for a noncontributing structure in a historic district shall be reviewed to determine whether the proposed work would negatively impact a contributing structure or the historic integrity of the district. Approval of a COA shall include any conditions necessary to mitigate or eliminate the negative impacts.

   Acknowledged.

G. Additional guidelines for new construction. In approving or denying applications for a COA for new construction (which includes additions to an existing structure), the Commission and the POD shall also use the following additional guidelines:

1. The height of the proposed new construction shall be visually compatible with contributing resources in the district.

   Acknowledged. However, please consider that the proposed structure is located central to the block and no façade is visible from a public street.

2. The relationship of the width of the new construction to the height of the front elevation shall be visually compatible with contributing resources in the district.

   Acknowledged. However, please consider that the proposed structure is located central to the block and no façade is visible from a public street.

3. The relationship of the width of the windows to the height of the windows in the new construction shall be visually compatible with contributing resources in the district.

   N/A – no windows.
4. The relationship of solids and voids (which is the pattern or rhythm created by wall recesses, projections, and openings) in the front facade of a building shall be visually compatible with contributing resources in the district.

Acknowledged. However, please consider that the proposed structure is located central to the block and no facade is visible from a public street.

5. The relationship of the new construction to open space between it and adjoining buildings shall be visually compatible with contributing resources in the district.

NIA – no open space, project is infill.

6. The relationship of the entrance and porch projections to sidewalks of the new construction shall be visually compatible with contributing resources in the district.

NIA – no porch projections or adjacencies to sidewalks.

7. The relationship of the materials and texture of the facade of the new construction shall be visually compatible with the predominant materials used in contributing resources in the district.

The materials and texture of the proposed structure are purposefully designed to be non-descript so as to create a backdrop for the surrounding buildings. Also, please consider that the proposed structure is located central to the block and no facade is visible from a public street.

8. The roof shape of the new construction shall be visually compatible with contributing resources in the district.

Proposed structure is a parking garage with no roof.

9. Appurtenances of the new construction such as walls, wrought iron, fences, evergreen, landscape masses, building facades, shall, if necessary, form cohesive walls of enclosures along a street, to ensure visual compatibility of the new construction with contributing resources in the district.

Acknowledged. However, please consider that the proposed structure is located central to the block and no facade is visible from a public street.

10. The size of the new construction, the mass of the new construction in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible with contributing resources in the district.
Acknowledged. However, please consider that the proposed structure is located central to the block and no façade is visible from a public street.

11. The new construction shall be visually compatible with contributing resources in the district in its directional character, whether this is the vertical character, horizontal character or massing character.

Acknowledged. However, please consider that the proposed structure is located central to the block and no façade is visible from a public street.

12. New construction shall not destroy historic materials that characterize the local landmark. The new construction should be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the local landmark and its environment.

The design direction for the proposed structure was to create a backdrop for the surrounding buildings. Massing, size, and scale are different from that of surrounding buildings, including the landmark. Also, please consider that the proposed structure is located central to the block and no façade is visible from a public street.

13. New construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the local landmark and its environment would be unimpaired.

Acknowledged.

Please advise if any additional information is needed and as always, we appreciate your help in this matter.

Sincerely,

[Signature]

Aurecon Civil Engineering, Inc

Chris Waddle, P.E.
President
Appendix E
Plans and Graphics
Columbarium part of previous COA-09-46 approval (2008), now expired.
Appendix F
Irrevocable Letter of Agreement

IRREVOCABLE AGREEMENT

THIS IRREVOCABLE AGREEMENT ("Agreement") is made as of the 31st day of __________, 2017 ("Effective Date");

Between: The Princess Martha, LLC, having an address, 5801 Ulmerton Rd Ste 200, Clearwater, FL 33760 (hereinafter designated as "Princess Martha");

and Christ United Methodist Church Inc., having its U.S. mailing address at 467 1st Ave N., St. Petersburg, FL 33701 (hereinafter designated as "Church") (collectively referred to herein as "Parties").

WITNESSETH:

WHEREAS, Princess Martha is the owner of certain property located at 411 1st Ave N., St. Petersburg, FL 33701, having Parcel ID of 19-31-17-74466-020-0120 (the "Property");

WHEREAS, Church is the owner of certain adjacent property located at 451 1st Ave N., St. Petersburg, FL 33701, having Parcel ID of 19-31-17-74466-020-0090; and

WHEREAS, Princess Martha proposes to construct a parking garage on the Property and Church agrees to allow Princess Martha to construct a parking garage within one foot of the Property line.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Agreement. Church hereby grants unto Princess Martha an Agreement, subject to Princess Martha adhering to all Agreement terms, to construct a parking garage on the Property within two feet of the Property line.

2. Term. The Agreement shall commence on the Effective Date and shall be irrevocable.

3. Fee. The consideration for the Agreement shall be the sum of 10 and 00/100 Dollars ($10.00) receipt of which is acknowledged by Church.

4. Use. The use of the Property shall be for the sole and exclusive purpose of a parking garage (the "Approved Use") and for no other use or purpose. Princess Martha shall keep the Property in clean and operable condition.

5. Damages. Princess Martha agrees to perform construction on the proposed parking garage with reasonable care and agrees to protect from damage the Church building and Church property and agrees to repair any damages caused by the parking garage construction.

6. Compliance with Law. Princess Martha shall, at Princess Martha’s sole cost and expense, and without notice or demand from Church, comply with all laws, and the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Princess Martha’s use or occupancy of the Property and shall faithfully observe in the use or occupancy of the Property all governmental requirements now in force or which may hereafter be in force.

7. Waiver of Claims. Indemnification. Princess Martha agrees that Church, its agents and employees, shall in no way be liable for (i) any loss or damage to property of Princess Martha or
of others located on or about the Property, whether by theft or otherwise and (ii) any injury or damage to persons or property in or about the Property.

8. Binding Nature; Governing Law. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest and/or assigns. This Agreement shall be governed by and construed in accordance with the laws of and enforced only in the courts of Florida.

9. Notices. Any and all notices, requests or other such communications required under the terms of this Agreement shall be given either (i) by certified or registered mail, return receipt requested, postage prepaid, or (ii) a national overnight delivery service with receipt provided therefor, prepaid, to the address of the Parties as shown at the head of this Agreement or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notice shall be deemed effective if by mail, on the third (3rd) business day after mailing thereof, and if by overnight delivery, on the next business day after deposit or pick-up by such overnight delivery service.

10. Statement of No Objection. Church does hereby state that it has no objection to the construction of the Princess Martha parking garage and associated improvements within the allowable encroachment into the setbacks adjacent to Church’s window wall(s) as stated per the Land Development Regulations of the City of St. Petersburg, Florida ("City"). The City shall in no way be liable to the Parties for any approvals granted under its Land Development Regulations related to the construction of the Princess Martha parking garage and associated improvements, including, but not limited to, any approvals for the encroachment into Church’s setbacks adjacent to its window wall(s).

11. Recording. After the Agreement has been executed by the Parties, the Agreement shall be recorded in the Public Records of Pinellas County, Florida, at the expense of Princess Martha.

IN WITNESS WHEREOF, the Parties hereto have executed as duly authorized parties this Agreement as of the date first set forth hereinafter.

WITNESSES:

[Signatures]

Print Name: [Signatures]

[Signatures]

Print Name: [Signatures]

PRINCESS MARTHA:

THE PRINCESS MARTHA, LLC,
a Florida limited liability company

BY:

[Signature]

Terence J. McCarthy
Manager (SEAL)

CHURCH:

CHRIST UNITED METHODIST CHURCH, INC.,

BY:

[Signature]

Richard O. Enz
Title (Chairman, Trustee) (SEAL)

Page 2
STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by Terence J. McCarthy as Manager of The Princess Martha, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or who has produced ______________________ as identification.

[Notary Signature]
Candi Klotzbach
Notary Public for State of Florida (SEAL)
My Commission Expires: 9/10/2018

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by ______________________ as ______________________ of Christ United Methodist Church, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or who has produced ______________________ as identification.

[Notary Signature]
Candi Klotzbach
Notary Public for State of Florida (SEAL)
My Commission Expires: 9/10/2018
Staff Report
Community Planning and Preservation Commission
Prepared by the Planning and Economic Development Department

For Public Hearing and Executive Action on April 11, 2017
3:00 p.m. in the City Council Chambers, City Hall
175 Fifth Street North, St. Petersburg, Florida

ITEM OVERVIEW
The City of St. Petersburg is proposing to terminate St. Petersburg Development of Regional Impact (DRI) program. The DRI program, created in the 1970's, is an additional and unnecessary layer of regulation. The following actions are proposed:

A. Rescission of the Development Order (Ordinance 1072-F) for the Intown Areawide Development of Regional Impact;
B. Rescission of the Development Order (Ordinance 1142-F) for the Gateway Areawide Development of Regional Impact;
C. Repeal of the Gateway Areawide Transportation Improvement Special Assessment Fee (Ordinance 2012-F);
D. Delete references to Developments of Regional Impact in the St. Petersburg Comprehensive Plan (City File #LGCP-2017-2);
E. Delete references to Developments of Regional Impact in the St. Petersburg Land Development Regulations (City File #LDR 2017-4); and

RECOMMENDATIONS
City Administration recommends that the Community Planning and Preservation Commission APPROVE the following:

A. Rescission of Ordinance 1072-F (The Intown Areawide Development of Regional Impact Development Order);
B. Rescission of Ordinance 1142-F (The Gateway Areawide Development of Regional Impact Development Order);
C. Repeal of Ordinance 2012-F (Gateway Areawide Transportation Improvement Special Assessment Fee);
D. Amendments to the St. Petersburg Comprehensive Plan, deleting references to Developments of Regional Impact, finding they are consistent with the St. Petersburg Comprehensive Plan;

E. Amendments to the St. Petersburg Land Development Regulations, deleting references to Developments of Regional Impact, finding they are consistent with the St. Petersburg Comprehensive Plan; and

ADOPTION SCHEDULE
The proposed ordinance rescissions, repeals, and amendments require one (1) public hearing conducted by the Community Planning and Preservation Commission, and one (1) public hearing conducted by the City Council. The City Council shall consider the recommendation of the CPPC and vote to approve, approve with modification, or deny the proposed amendment:

May 4, 2017 - First Reading, City Council
May 18, 2017 - Second Reading & Public Hearing, City Council

ATTACHMENTS
- Staff Report
- IADRI Map
- GADRI Map
- IADRI Rescission Ordinance
- GADRI Rescission Ordinance
- GATISAF Repeal Ordinance
- Comprehensive Plan Amendment Ordinance
- Land Development Regulation Amendment Ordinance
Staff Report
Community Planning and Preservation Commission
Prepared by the Planning & Economic Development Department

For Public Hearing and Executive Action on April 11, 2017
at 3:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida

APPLICANT/
PROPERTY OWNER: City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701

DEVELOPER-
OF-RECORD: City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701

REPRESENTATIVE: Dave Goodwin
Planning and Economic Development
City of St. Petersburg

REQUEST:
A. To rescind the Development Order (Ordinance 1072-F) for the Intown Areawide Development of Regional Impact;
B. To rescind the Development Order (Ordinance 1142-F) for the Gateway Areawide Development of Regional Impact; and
C. To repeal the Gateway Area Transportation Improvement Special Assessment Fee Ordinance (2012-F);
D. To delete references to Developments of Regional Impact in the St. Petersburg Comprehensive Plan (City File #LGCP-2017-2);
E. To delete references to Developments of Regional Impact in the St. Petersburg Land Development Regulations (City File #LDR 2017-4);

BACKGROUND:
The Development of Regional Impact (DRI) program was created in the 1970’s as a result of State growth management legislation, to ensure that local services, infrastructure and development regulations were in place to accommodate large developments. DRI’s were an approach and policy to contain urban sprawl and mitigate the impacts of large-scale development in Florida.

Downtown had the vision of large-scale redevelopment, and the north St. Petersburg area was primarily undeveloped in the 1980’s with the potential for siting large developments. Both were, and still are, designated Activity Centers in the Comprehensive Plan. Many of the individual developments would have been burdened with the DRI review and approval process, and/or other growth management regulations without areawide DRI’s. The City took the lead as the developer-of-record in creating both the IADRI and GADRI to incentivize large-scale development and streamline the development process, which provided certainty that projects could be completed in a timely manner at a more reasonable cost, and that roads and other infrastructure improvements would be completed to accommodate proposed growth.

The State Legislature passed legislation in 2009 that exempted urban areas from DRI regulations, including Pinellas County, however, existing DRI’s continue to be allowed to operate under previous DRI regulations. New DRI’s have not been required anywhere in the State since 2015. Existing DRIs remain, and their development orders continue to guide development within the DRI, but a developer may request rescission.

The IADRI and GADRI are no longer necessary in assisting development in downtown and the Gateway, and is an extra layer of regulation. The City’s Land Development Regulations, Comprehensive Plan and other planning policies provide best management practices for all development throughout St. Petersburg. The DRI’s also limit the amount of overall development within their boundaries that could result in the unintended consequence of restricting some vacant properties from developing, and limiting the expansion of existing businesses.

Any business expansion, new development or redevelopment will continue to be subject to the typical City development process and regulations. All site plan approvals will remain in effect, and prepaid fees for the Gateway Area Transportation Improvement Special Assessment Fee (GATISAF) will remain with the property and be credited towards future multimodal impact fees. Property owners will have the flexibility of changing uses and increasing development on their site without concern of sufficient development capacity in either DRI.

If requested, rescission of a DRI shall be approved if all of the mitigation has been completed for the constructed development (F.S. 380.115 B). All required mitigation projects in both DRI’s has been completed for existing development. Additional transportation improvements have been made to also accommodate much of the future anticipated development.
A. INTOWN AREAWIDE DRI ANALYSIS:
The Intown Areawide Development of Regional Impact (IADRI) is comprised of 733 acres in the heart of Downtown St. Petersburg and stretches from Vinoy Park to the Salvador Dali Museum and west to Tropicana Field (see Exhibit 1). With Intown recognized in the mid-1980s as a Regional Activity Center by the Tampa Bay Regional Planning Council’s Regional Policy Plan, the City of St. Petersburg sought approval for it as an Areawide Development of Regional Impact from the State of Florida under the state’s Growth Management Act. Such a designation would allow the City and state to negotiate the maximum allowable development within Intown with offsetting mitigation to infrastructure, public facilities, and physical and environmental features. This approach would enable large-scale development in Intown without individual projects being required to undergo separate Developments of Regional Impact review by the State of Florida.

IADRI Amendments
The first amendment of the Development Order (Ord. #21-G) was adopted by the City of St. Petersburg on October 1, 1992. Ord. #21-G made only one change to the original Development Order pertaining to the timing of transportation mitigation projects in Phase I and stating that all Phase I roadway improvements shall be completed prior to the issuance of any construction permits for Phase II. As of April 2017, the Intown Areawide DRI remains in the first phase of development.

The second amendment to the Development Order (Ord. #709-G) was adopted by the City of St. Petersburg on January 6, 2005. Ord. #709-G made two changes to the Development Order in Section 13: 1) extending the buildout date from December 31, 2005 to December 30, 2010; and 2) extending the expiration date of the DRI from December 31, 2005 to December 30, 2010. (Subsequent actions by the Florida Legislature as well as through Executive Orders by the governor extended all DRIs in the state by three years in 2007, and then by four years in 2011, and finally by two years in 2012. Consequently, the expiration date of the Intown Areawide DRI is now December 30, 2019.)

The third amendment to the Development Order (Ord. 852-G) was adopted by the City of St. Petersburg on September 18, 2007, to clarify the requirements to reserve development capacity. The amendment reserves IADRI capacity at the time a building permit is approved. To maintain that reservation the project must begin vertical construction within 6 months of permitting.

IADRI Extensions
The Florida Legislature as well as gubernatorial Executive Orders extended all DRIs in the state by three years in 2007, by four more years in 2011, and finally by two years in 2012. Consequently, the expiration date of the Intown Areawide DRI is now December 30, 2019.
IADRI Tradeoffs
Over the years, the City of St. Petersburg has executed several tradeoffs in development capacity to accommodate numerous residential site plan approvals with the IADRI. The original residential development capacity approved for IADRI was 2,400 dwelling units for all three development phases. The surge in residential development beginning in the mid-2000s pushed against the IADRI dwelling unit capacity and forced the City to make tradeoffs, which involves reducing development capacity in land use categories such as office, industrial and retail, where development is not occurring, and transferring it to residential. Through tradeoffs, the IADRI residential capacity increased to 5,516 dwelling units by September 2016.

Summary of Required Mitigation Projects
The IADRI is currently in Phase I of development. The Development Order required the City to mitigate Phase I development by undertaking improvements to three road segments, two of which have been completed and the third not meeting the threshold:

1.) 6th Street South between 32nd Avenue South & 39th Avenue South – creating an undivided four-lane road;

2.) 54th Avenue North between I-275 and Haines Road – creating a six-lane divided road;

3.) Northbound Dr. Martin Luther King, Jr. Street North at 22nd Avenue North – adding a right turn lane. This project was required to be undertaken if the intersection fell below a level-of-service (LOS) D or below. It currently operates at LOS C.

B. GATEWAY AREAWIDE DRI ANALYSIS:
The Gateway Areawide Development of Regional Impact (GADRI) is comprised of 1,912 acres in north St. Petersburg located from Ulmerton Road to Gandy Boulevard between 28th Street and Dr. Martin Luther King Jr. Street North (Exhibit 2). The Gateway area was recognized as a Regional Activity Center by the Tampa Bay Regional Planning Council’s Future of the Region plan and the St. Petersburg Comprehensive Plan, suitable for increased development.

The City of St. Petersburg applied for this area to become designated an Areawide Development of Regional Impact from the State of Florida in 1988. The designation would allow the City to address construction, extension, and an increase in capacity of public facilities and services, and efficient utilization of such facilities and services. The designation would also allow large individual projects within this area to be exempt from having to become separate DRIs.

GADRI Amendments
City Council adopted the first amendment (Ord. 5-G) on March 20, 1992 that provided a revised delineation of wetlands and preservation areas to coincide with Florida Department of
Environmental Regulation, Southwest Florida Water Management District, and Corps of Engineers dredge and fill permits.

City Council adopted the second amendment on September 17, 1998 to introduce a movie theater land use category, reflect the location of the new movie theater land use, include the movie theater land use category in the Trade-off Matrix, exempt the movie theater land use from paying the Gateway Areawide Transportation Impact Fee and substituting paying the Countywide Transportation Impact Fee. The Development Order (D.O.) schedule was amended, extending the buildout date to December, 2004, the buildout date of to December 30, 2004 the D.O. expiration date to December 30, 2004.

City Council approved a third amendment to the D.O. (Ord. 462-G), on February 15, 2001, specifically amending Section 5.A.4 of the D.O. for 1) the payment of 5 percent of Transportation Impact Fees to reserve development capacity; 2) the payment of an additional 10 percent of the Transportation Impact Fees for the extension of the development capacity reservations; and 3) an additional 15 percent of the Transportation Impact Fees for a second extension, allowing for no more than two extensions.

City Council approved the fourth amendment to the D.O. (Ord.474-G), on May 17, 2001, revising Table I of Section 5.A and Exhibit III to increase Phase I industrial land use by 500,000 sq. ft. and reflect previously approved trade-offs, adding a new stage 2 roadway project and increasing pm peak hour trips, and revising the trade-off matrix to reflect the increased pm peak hour trips, increased industrial land use capacity, previously approved trade-offs, and corrected movie theater trade-off ratios.

City Council approved the fifth amendment to the D.O. (Ord. 505-G), on November 1, 2001, to: 1) remove Wetland L from the Development Order as a preservation area of regional significance; 2) to provide, as a condition for removal of Wetland L as a preservation area of regional significance, mitigation that must be completed prior to any alteration of Wetland L; and 3) Revise the Master Plan to reflect the elimination of Wetland L as a preservation area of regional significance.

City Council approved the sixth amendment to the D.O. (Ordinance #599-G), on June 19, 2003, amending the conditions to the D.O. as follows: 1) modifying the development capacities for Phase I and Phase II; 2) extending the Phase I buildout date to December 30, 2007, and the Phase II buildout date to December 30, 2008; 3) extending the D.O. expiration date to December 30, 2008; 4) revising the Transportation Impact Mitigation Plan; 5) revising conditions relating to the reservation of development capacities; 6) approving modifications to the transportation improvement special assessment fee; 7) providing incentives to reduce single occupancy vehicle trips; 8) requiring amendments to the Land Development Regulations to encourage public transit and non-single occupancy vehicle trips; 9) removing certain
requirements relating to a housing affordability and implementation plan; 10) adopting a revised master plan map; 11) amending the transportation land use trade-off matrix; 12) amending the capital improvements program; 13) deleting the candidate project list; and 14) adding tables from the TBRPC NOPC Report.

**GADRI Extensions**
In 2009, pursuant to State Law, the City extended the Phase I buildout date to December 30, 2012, the Phase II buildout date to December 30, 2013 and the DRI expiration date to December 30, 2013. In 2010, pursuant to State Law, the City extended the Phase I buildout date to December 30, 2014, the Phase II buildout date to December 30, 2015 and the DRI expiration date to December 30, 2015.

In 2011, pursuant to the Florida Statutes, the City extended the Phase I buildout date to December 30, 2018, the Phase II buildout date to December 30, 2019 and the DRI expiration date to December 30, 2019. In 2012, pursuant to Executive Orders, the City extended the Phase I buildout date to April 29, 2020, the Phase II buildout date to April 29, 2021 and the DRI expiration date to April 29, 2021.

**GADRI Tradeoffs**
There have been nineteen trade-offs involving various land uses since the adoption of the Development Order. A select number of properties have experienced multiple trade-offs, some of which revert to a previous use. An analysis of transportation, sanitation, potable water and sanitary sewer impacts is provided and transmitted to the State of Florida with each trade-off request.

**Summary of Required Mitigation Projects**
The GADRI is currently in Phase I of development and all required transportation improvement projects have been completed. Prior to issuance of Phase II building permits, Stage I projects must be completed or under construction with the Stage II projects under contract for design and construction. The status of the GADRI transportation improvement projects are as follows:

**Stage I Projects**
1.) Roosevelt Blvd. between I-275 and Ulmerton Road — widened to six lanes
2.) Ulmerton Road between I-275 and Roosevelt Blvd. — widened to six lanes
3.) Gandy Blvd between Dr. MLK Jr. Street and 28th Street — widened to six lanes

**Stage II Projects**
1.) Roosevelt Blvd — turn lane gap completion from the northbound I-275 ramp to the westbound Roosevelt right turn lane to 28th Street
2.) Gandy Blvd & 16th Street — intersection reconstruction including realignment of North Frontage Road
3.) I-275 Ramps - construction of two I-275 ramps from eastbound S.R. 688 to southbound I-275 and southbound Dr. Martin Luther King, Jr. Street
4.) 118th Avenue N. at 28th Street - intersection reconstruction
5.) 16th St at Roosevelt Blvd – addition of a turn lane (not completed)

C. GATEWAY AREA WIDE TRANSPORTATION IMPROVEMENT SPECIAL ASSESSMENT FEE:
The GADRI Development Order established a proportionate share cost of transportation impacts of the GADRI, established a Transportation Impact Mitigation Plan (TIMP) to identify suitable transportation improvement projects on regionally significant roadways, and required the City to fund the costs of TIMP projects by requiring a transportation improvement special assessment fee, referred to as the GATISAF.

The GATISAF is the funding mechanism for transportation mitigation projects and was adopted on November 8, 1990 (Ord. 2012-F). Developments within the GADRI have been vested upon site plan approval and prepayment of a portion of the GATISAF, and remain vested with a valid site plan and annual GATISAF prepayments or reservation fees of up to 50%. These reservation fees are attached to the property and will remain as a credit towards future transportation or mobility fees. The following businesses within the GADRI have credits that will be retained:

<table>
<thead>
<tr>
<th>Business</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Echelon – Echelon City Center</td>
<td>$1,819,514.68</td>
</tr>
<tr>
<td>Home Shopping Network</td>
<td>435,618.31</td>
</tr>
<tr>
<td>AEGON</td>
<td>327,873.50</td>
</tr>
<tr>
<td>Jabil Circuit</td>
<td>21,742.14</td>
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<tr>
<td>Catalina</td>
<td>131,149.50</td>
</tr>
<tr>
<td>Halkey-Roberts</td>
<td>73,671.58</td>
</tr>
<tr>
<td>Synovus</td>
<td>36,944.99</td>
</tr>
</tbody>
</table>

Remaining GATISAF funds will be used towards transportation improvement projects in or adjacent to the GADRI. Upon rescission of the GATISAF (Ord. 2012-F), the City’s transportation or mobility impact fee schedule will apply to all properties within the current GADRI boundaries.

D. ST. PETERSBURG COMPREHENSIVE PLAN AMENDMENTS (City File: LGCP-2017-2)
With the rescission of the IADRI and GADRI ordinances, references to DRI’s will need to be deleted from the Comprehensive Plan as follows:
1. Chapter 1, Section 1.6 (Page GID-15): Amend the List of Abbreviations deleting reference to “DRI - Development of Regional Impact”;
2. Chapter 1, Section 1.7 (Page GID-15): Amend the Definitions deleting reference to “Development of Regional Impact”;
(DRI)"
5. Chapter 3, Policy LU3.24 (Page LU-19): Amend the Future Land Use Element deleting reference to “areawide DRI approval”; and
6. Chapter 11, Objective IC3 (Page IC-5): Amend the Intergovernmental Coordination Element deleting reference to “areawide developments of regional impact”.

E. ST. PETERSBURG LAND DEVELOPMENT REGULATION AMENDMENTS (City File: LDR 2017-4)
Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the City’s Development Review Commission (“DRC”), acting as the Land Development Regulation Commission (“LDRC”), is normally responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs, except historic and archaeological preservation matters regulated by Section 16.30.070.

In this instance, the proposed text amendments are the result of changes in Florida Statute regulating DRIs. In addition to this text amendment, there are several companion requests to amend the text of the City’s Comprehensive Plan, rescind the development orders for the Gateway Areawide Development of Regional Impact and Intown Areawide Development of Regional Impact, and rescind the Gateway Area Transportation Improvement Special Assessment Fee. Due to the co-dependent relationship of the various requests, the City Attorney’s office has determined that the CPPC may, in this instance, act as the Land Development Regulation Commission (“LDRC”).

With the rescission of the IADRI and GADRI ordinances, references to DRI’s will need to be deleted from the Land Development Regulations related to Areawide Developments of Regional Impact (“DRI”), City Code of Ordinances, Chapter 16, Land Development Regulations (“LDRs”). Specifically, deleting Article 16.04 regulating DRIs; amending Section 16.70.015 relating to DRI decisions and appeals, and amending parking requirements associated with the Gateway Areawide Development Order.

Compliance with the Comprehensive Plan
The following objectives and policies from the Comprehensive Plan are applicable to the proposed amendment:

Policy LU3.1.C.1: (Note: References to DRI are proposed for deletion.) Industrial Limited (IL) - allowing a mixture of light industrial, industrial park, office park uses with a floor area ratio up to 0.65. Transient Accommodation Uses shall not exceed 40 units per acre. A buffer shall be provided between land designated Industrial Limited and adjoining residential classifications. Public/ Semi-Public, Ancillary Non-Residential, Retail, Personal/ Office Service, or Transient Accommodation uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment, which shall include such use
and all contiguous like uses. The five acre threshold shall not apply for planned industrial/mixed use projects which constitute a Development of Regional Impact (DRI) or which comprise not less than 100 acres. Planned industrial mixed/use projects may include Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation, Residential and Commercial Recreation uses subject to the following:

a. For a DRI project governed by Section 380.06, F.S., the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed 25 percent of the total floor area of the DRI project;

b. For non-DRI projects, 100 acres or more in size, the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed ten (10) acres;

Policy LU 3.19: (Note: References to DRI are proposed for deletion.) Corporate headquarters shall be encouraged to locate in the City, particularly in the CBD and Gateway areas, through the use of incentives that may include; land assembly assistance, areawide DRI approval and provision of infrastructure and amenities.

Policy LU 3.24: (Note: References to DRI are proposed for deletion.) The city shall encourage non-polluting industrial and research facility uses, through the use of incentives that may include; land assembly assistance, areawide DRI approval and provision of infrastructure and amenities.

OBJECTIVE IC3: (Note: References to DRI are proposed for deletion.) With the adoption of the Comprehensive Plan, the City of St. Petersburg shall ensure that the impacts of development proposed in the City’s Comprehensive Plan are coordinated with adjacent municipalities, Pinellas County, TBRPC, the State of Florida, MPO, PSTA and other appropriate agencies:

- meeting all requirements of Section 163, F.S. and its implementing rules;
- processing area wide developments of regional impact, as appropriate;
- continued, active participation in TBRPC, MPO, PPC, SWFWMD, TBW and other agencies with land use or environmental regulatory authority.

OBJECTIVE LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy LU21.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to
APRIL 11, 2017
CPPC DRI RESCISSION
PAGE 10

identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

**Housing Affordability Impact Statement**
The proposed amendments will have no impact on housing, including affordability, availability or accessibility. A Housing Affordability Impact Statement is attached in Exhibit 3.

**RECOMMENDATIONS:**
City Administration recommends that the Community Planning and Preservation Commission APPROVE the following:

A. Rescission of Ordinance 1072-F (The Intown Areawide Development of Regional Impact Development Order);

B. Rescission of Ordinance 1142-F (The Gateway Areawide Development of Regional Impact Development Order);

C. Repeal of Ordinance 2012-F (Gateway Area Transportation Improvement Special Assessment Fee);

D. The amendments deleting references to Developments of Regional Impact in the St. Petersburg Comprehensive Plan, finding they are consistent with the St. Petersburg Comprehensive Plan;

E. The amendments deleting references to Developments of Regional Impact in the St. Petersburg Land Development Regulations, finding they are consistent with the St. Petersburg Comprehensive Plan; and
AN ORDINANCE OF THE CITY OF ST. PETERSBURG RESCINDING THE DEVELOPMENT ORDER FOR THE INTOWN AREAWIDE DEVELOPMENT OF REGIONAL IMPACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 380.06(1) defines a development of regional impact (DRI) as any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county; and

WHEREAS, the Intown Areawide Development of Regional Impact (IADRI) is a DRI in St. Petersburg; and

WHEREAS, Ordinance No. 1072-F, as adopted on February 2, 1989, and as amended by Ordinance Nos. 21-G, 709-G, and 852-G, adopted a Development Order (DO) for the IADRI pursuant to Section 380.06, Florida Statutes; and

WHEREAS, the DO for the IADRI is scheduled to expire on December 31, 2019; and

WHEREAS, on July 1, 2009, the Florida Legislative Office of Economic and Demographic Research transmitted to the Department of Community Affairs a list of counties and municipalities qualifying as dense urban land areas (DULAs); and

WHEREAS, Pinellas County and the City of St. Petersburg were classified as DULAs because Pinellas County has an average of at least one thousand (1,000) people per square mile of land area; and

WHEREAS, Chapter 2009-96, Laws of Florida, The Community Renewal Act (Senate Bill 360), provides exemptions for DULAs from the DRI program pursuant to Section 380.06, Florida Statutes; and

WHEREAS, Section 380.06(29)(a)(1), Florida Statutes, provides a statutory exemption from the DRI program for a municipality that qualifies as a DULA; and

WHEREAS, any previously approved DRI development order for a DRI in a municipality that qualifies as a DULA shall continue to be effective unless, pursuant to Section 380.115(1), Florida Statutes, the developer or landowner requests that the municipality rescind the development order for the DRI; and

WHEREAS, due to its eligibility for the DULA exemption and the increasing obsolescence of the DRI program, the City of St. Petersburg (City), as a developer as defined by the DRI program pursuant to Section 380.06, Florida Statutes, desires to rescind the DO for the IADRI; and

WHEREAS, Section 380.115(1)(b), Florida Statutes, provides that, if requested by a landowner or developer, a DRI development order shall be rescinded by the local government
having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed; and

WHEREAS, there has been the following net development of the IADRI to date, including but not limited to 4,503 Residential Units, 309,474 square feet (sf) of Retail/Sales, and 278,375 sf of Office; and

WHEREAS, all required mitigation related to the amount of development that existed on the date of rescission has been completed.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. The Development Order for the Intown Areawide Development of Regional Impact, as adopted by Ordinance No. 1072-F, and as amended by Ordinance Nos. 21-G, 709-G, and 852-G, is hereby rescinded pursuant to Section 380.115(1), Florida Statutes.

Section Two. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is judicially determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section Three. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, this ordinance shall become effective upon the expiration of the appeal period under Section 380.07, Florida Statutes (2016), without an appeal having been taken, or if taken, dismissed or this ordinance affirmed. 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 upon the expiration of the appeal period under Section 380.07, Florida Statutes (2016), without an appeal having been taken, or if taken, dismissed or this ordinance affirmed.

Approved as to form and content:

City Attorney (designee) Planning & Economic Development Dept.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG RESCINDING THE DEVELOPMENT ORDER FOR THE GATEWAY AREAWIDE DEVELOPMENT OF REGIONAL IMPACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 380.06(1) defines a development of regional impact (DRI) as any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county; and

WHEREAS, the Gateway Areawide Development of Regional Impact (GADRI) is a DRI in St. Petersburg; and

WHEREAS, Ordinance No. 1142-F, as adopted on November 30, 1989, and as amended by Ordinance Nos. 5-G, 347-G, 462-G, 474-G, 505-G, and 599-G, adopted a Development Order (DO) for the GADRI pursuant to Section 380.06, Florida Statutes; and

WHEREAS, the DO for the GADRI is scheduled to expire on April 29, 2021; and

WHEREAS, on July 1, 2009, the Florida Legislative Office of Economic and Demographic Research transmitted to the Department of Community Affairs a list of counties and municipalities qualifying as dense urban land areas (DULAs); and

WHEREAS, Pinellas County and the City of St. Petersburg were classified as DULAs because Pinellas County has an average of at least one thousand (1,000) people per square mile of land area; and

WHEREAS, Chapter 2009-96, Laws of Florida, The Community Renewal Act (Senate Bill 360), provides exemptions for DULAs from the DRI program pursuant to Section 380.06, Florida Statutes; and

WHEREAS, Section 380.06(29)(a)(1), Florida Statutes, provides a statutory exemption from the DRI program for a municipality that qualifies as a DULA; and

WHEREAS, any previously approved DRI development order for a DRI in a municipality that qualifies as a DULA shall continue to be effective unless, pursuant to Section 380.115(1), Florida Statutes, the developer or landowner requests that the municipality rescind the development order for the DRI; and

WHEREAS, Echelon, LLC, is the fee simple title owner and developer of approximately 16.45 acres of land within the GADRI; and

WHEREAS, Echelon, LLC, has requested the City of St. Petersburg (City) to rescind the DO for the GADRI; and
WHEREAS, in light of the request to rescind from Echelon, LLC, and, due to its eligibility for the DULA exemption and the increasing obsolescence of the DRI program, the City desires to rescind the DO for the GADRI; and

WHEREAS, Section 380.115(1)(b), Florida Statutes, provides that, if requested by a landowner or developer, a DRI development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed; and

WHEREAS, there has been the following net development of the GADRI to date, including but not limited to 1,256 Residential Units, 73,429 square feet (sf) of Retail/Sales, 1,508,959 sf of Office, and 2,201,205 sf of Industrial; and

WHEREAS, all required mitigation related to the amount of development that existed on the date of rescission has been completed.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. The Development Order for the Gateway Areawide Development of Regional Impact St. Petersburg, as adopted by Ordinance No. 1142-F, and as amended by Ordinance Nos. 5-G, 347-G, 462-G, 474-G, 505-G, and 599-G, is hereby rescinded pursuant to Section 380.115(1), Florida Statutes.

Section Two. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is judicially determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section Three. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, this ordinance shall become effective upon the expiration of the appeal period under Section 380.07, Florida Statutes (2016), without an appeal having been taken, or if taken, dismissed or this ordinance affirmed. 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 upon the expiration of the appeal period under Section 380.07, Florida Statutes (2016), without an appeal having been taken, or if taken, dismissed or this ordinance affirmed.

Approved as to form and content:

City Attorney (designee) Planning & Economic Development Dept.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG RESCINDING THE GATEWAY AREAWIDE TRANSPORTATION IMPROVEMENT SPECIAL ASSESSMENT FEE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 30, 1989, by Ordinance No. 1142-F, the City Council of St. Petersburg, Florida, under the authority of Section 380.06 of the Florida Statutes, rendered and approved a Development Order (DO) for the Gateway Area Development of Regional Impact (GADRI); and

WHEREAS, adoption of the DO for the GADRI required the construction of transportation improvements to mitigate the impact of increased traffic on the regional road network by way of the Transportation Impact Mitigation Plan (TIMP); and

WHEREAS, on November 8, 1990, by Ordinance 2012-F, the City Council passed the Gateway Area Transportation Improvement Special Assessment Fee (GATISAF) to fund and implement the goals of the TIMP; and

WHEREAS, the DO for the GADRI is being rescinded due to program obsolescence thus eliminating the requirement to assess development to pay for traffic impact mitigation projects specified therein and under the GATISAF ordinance; and

WHEREAS, unexpended assessment fees collected under the requirements of the GADRI and GATISAF ordinances will remain dedicated to transportation improvements in the Gateway area of St. Petersburg; and

WHEREAS, assessments paid as development capacity reservation fees per the GADRI will continue to exist as credits against future transportation impact fees for development; and

WHEREAS, development in the GADRI area will continue to be assessed the applicable transportation impact fees after rescission of the GATISAF ordinance.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. The Gateway Areawide Transportation Improvement Special Assessment Fee, as adopted by Ordinance No. 2012-F, is hereby rescinded.

Section Two. Unexpended fees collected under Ordinance 2012-F or collected as reservation fees under Ordinance 1142-F, as amended, shall be expended on public transportation improvements in the Gateway area of St. Petersburg as such area was defined by Ordinance 1142-F, as amended.

Section Three. Reservation fees collected under 1142-F shall remain as a credit against future transportation impact fees charged for development.
Section Four. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth 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 take effect 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 content:

City Attorney (designee)          Planning & Economic Development Dept.
ORDINANCE NO. _____-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING CHAPTER 1, GENERAL INTRODUCTION; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT; AMENDING CHAPTER 11, INTERGOVERNMENTAL COORDINATE ELEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements of Chapter 163, Florida Statutes, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City Administration has initiated amendments to several Comprehensive Plan elements, including issue areas, objectives and policies; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are appropriate; now, therefore

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Amend the List of Abbreviations in Chapter 1, Section 1.6 by deleting reference to “DRI - Development of Regional Impact”

1.6 LIST OF ABBREVIATIONS

*****

DRI—Development of Regional Impact

Section 2. Amend the definitions in Chapter 1, Section 1.6 by deleting reference to “DRI - Development of Regional Impact”

Development of Regional Impact—Any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county in Florida, as defined in section 380.06 (1), Florida Statutes, implemented by Rule 9J-2, Florida Administrative Code, and coordinated by the regional planning agency.
Section 3. Amend the Future Land Use Element for Industrial Limited ("IL") in Chapter 3, Policy LU3.1.C.1.a and b, by deleting reference to "Development of Regional Impact (DRI)"

Policy LU3.1.C.1: Industrial Limited (IL) - allowing a mixture of light industrial, industrial park, office park uses with a floor area ratio up to 0.65. Transient Accommodation Uses shall not exceed 40 units per acre. A buffer shall be provided between land designated Industrial Limited and adjoining residential classifications. Public/ Semi-Public, Ancillary Non-Residential, Retail, Personal/ Office Service, or Transient Accommodation uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. The five acre threshold shall not apply for planned industrial/mixed use projects which constitute a Development of Regional Impact (DRI) or which comprise not less than 100 acres. Planned industrial mixed/use projects may include Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation, Residential and Commercial Recreation uses subject to the following:

a. For a DRI project governed by Section 380.06, F.S., the Public/Semi-Public, Ancillary—Non-Residential, Retail, Personal/Office—Service, Transient Accommodation and Commercial Recreation uses shall not exceed 25 percent of the total floor area of the DRI project;

b. For non-DRI projects, 100 acres or more in size, the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed ten (10) acres;

c. A planned industrial/mixed use project that does not include residential uses shall be subject to a master site plan which provides for unified control of the entire project;

d. For planned industrial/mixed use projects that include residential uses;

*****

e. The Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall be integral to, oriented within and function as part of the mixed use project as distinct from free-standing, unrelated out-parcel type uses or strip commercial development

Section 4. Amend the Future Land Use Element in Chapter 3, Policy LU3.19, by deleting reference to "areawide DRI approval"

Corporate headquarters shall be encouraged to locate in the City, particularly in the CBD and Gateway areas, through the use of incentives that may include; land assembly assistance; areawide DRI approval and provision of infrastructure and amenities.
Section 5. Amend the Future Land Use Element in Chapter 3, Policy LU3.24, by deleting reference to “areawide DRI approval”

The city shall encourage non-polluting industrial and research facility uses, through the use of incentives that may include; land assembly assistance, areawide DRI approval and provision of infrastructure and amenities.

Section 6. Amend the Intergovernment Coordination Element in Chapter 3, Policy LU3.24, by deleting reference to “areawide developments of regional impact”

With the adoption of the Comprehensive Plan, the City of St. Petersburg shall ensure that the impacts of development proposed in the City’s Comprehensive Plan are coordinated with adjacent municipalities, Pinellas County, TBRPC, the State of Florida, MPO, PSTA and other appropriate agencies:
- meeting all requirements of Section 163, F.S. and its implementing rules;
- processing areawide developments of regional impact, as appropriate;
- continued, active participation in TBRPC, MPO, PPC, SWFWMD, TBW and other agencies with land use or environmental regulatory authority.

Section 7. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

Section 8. Coding. Words in struck-through type shall be deleted. Underlined words constitute new language that shall be added. Provisions not specifically amended shall continue in full force and effect.

Section 9. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete, unless there is a timely administrative challenge in accordance with Section 163.3184(5), F.S., in which case the ordinance shall not become effective unless and until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment(s) to be in compliance. 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 described above.

REVIEWED AND APPROVED AT TO FORM AND CONTENT:

City Attorney (or Designee) __________________________ Date

Planning & Economic Development Dept. __________________________ Date
ORDINANCE NO. ___-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG PROVIDING FOR AMENDMENT OF THE CITY CODE LAND DEVELOPMENT REGULATIONS; DELETING ARTICLE 16.04 RELATING TO AREAWIDE DEVELOPMENTS OF REGIONAL IMPACT ("DRI"); AMENDING SECTION 16.70.015 RELATING TO DRI DECISIONS AND APPEALS; AMENDING PARKING REQUIREMENTS ASSOCIATED WITH THE GATEWAY AREAWIDE DEVELOPMENT ORDER; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Article 16.04 of the St. Petersburg City Code and titled, "Area-Wide Development of Regional Impact (DRI)", is hereby deleted in its entirety.

Section 2. Section 16.70.015 of the St. Petersburg City Code and titled, "Decisions and Appeals Table" is hereby amended to delete the process type for "Area-Wide Developments of Regional Impact (DRI)"

Section 3. Section 16.40.090.3.4.B.5 of the St. Petersburg City Code and titled, "Development standards for other uses" is hereby amended as follows:

5. Carpool/vanpool parking. Carpooling and vanpooling is an arrangement whereby several participants travel together in one vehicle, in particular for commuting to work.
   a. For properties located in the GADO, carpool/vanpool parking shall be required for nonresidential buildings, exceeding 10,000 square feet in gross floor area. At least one percent of the required parking spaces shall be designated for carpool/vanpool parking.
   b. For all properties located outside of the GADO, carpool/vanpool parking shall be required for nonresidential buildings exceeding 100,000 square feet in gross floor area. At least one percent of the required parking spaces required shall be designated for carpool/vanpool parking;
   e. Carpool/vanpool parking spaces shall be located as close as practicable to the main entrance of the building without displacing accessible parking spaces;
   d. Carpool/vanpool parking spaces shall be clearly designated for exclusive use by carpool and vanpool vehicles between specified times. The spaces shall be identified or designated as such through the use of signage or pavement markings.

Section 4. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 5. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.
Section 6. 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 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 this Ordinance, in which case this 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 content:

City Attorney (Designee) Planning & Economic Development Dept.
Staff Report
Community Planning and Preservation Commission
Prepared by the Planning & Economic Development Department,
Economic Development Division

For Public Hearing and Executive Action on April 11, 2017
at 3:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida

DEVELOPMENT AGREEMENT:
Proposed Development Agreement for 16.45 acres (mol) of land generally located to on the south side of Ulmerton Road, between Carillon Parkway and Fountain Parkway North.

APPLICANT/
PROPERTY OWNER: Echelon LLC
235 3rd Street South
St. Petersburg, FL 33701

DEVELOPER: Echelon LLC
235 3rd Street South
St. Petersburg, FL 33701

REPRESENTATIVE: Chris Eastman
Echelon LLC

REQUEST: To approve a Development Agreement for a mixed-use project with the following: 1,505 residential units, 172,000 square feet of retail use, 480,500 square feet of office use and 120 hotel rooms, all at a maximum height of 250 feet.

BACKGROUND
Echelon LLC owns 16.45 acres of property, known as Echelon City Center, located to the south of Ulmerton Road, between Carillon Parkway and Fountain Parkway North in Carillon Park. Echelon has had plans to redevelop this property into a town center dating back to the 1990’s, and has held substantial development rights for this mixed use project over the same time period.
Currently, the Gateway Areawide DRI (GADRI) Development Order guides development on this property and specifies the types of uses, intensity of development, impact mitigation measures and other conditions. The proposed Development Agreement will replace and be similar to the DRI Development Order.

**ANALYSIS**

This property is currently zoned RC-3: Retail Center and RC-2: Retail Center and has a mixed use future land use designation. Echelon will retain all rights as currently approved, and will be able to benefit from any future land use and/or zoning changes adopted by the City which would increase the development capacity of the property. Development in excess of existing rights will need to comply with future provisions of the City’s Land Development Regulations (LDR) and other applicable governing bodies’ laws, regulations and approvals. All extensions of approvals, modifications to current approvals, and new approvals are subject to the existing procedures and requirements established by the City’s LDRs as of the effective date of this agreement.

On March 4, 2015, the Development Review Commission (DRC) approved a site plan (15-31000001) to allow a mixed-use development consisting of 1,505 multi-family units, 172,000 square feet of retail use, 480,500 square feet of office use and 120 hotel units with additional floor area ratio bonuses available, or the equivalency based on the Land Use Equivalency Matrix attached as Exhibit B of the development agreement. These rights will remain vested with the property for the duration of this agreement, which is fifteen (15) years. The height allowed on this project has been approved by the City and Federal Aviation Authority (FAA) for 250 feet, and will be allowed to increase if both approve.

Echelon and all property owners having development rights in the GADRI have prepaid a portion of the transportation impact fees known as the Gateway Area Transportation Improvement Special Assessment Fee (GATISAF). Echelon has prepaid a $1,819,514.68 GATISAF and will retain the credit towards future multimodal fees or similar fees for development projects permitted on this property.

Design and construction costs associated with the planned oval-about's adjacent to the property on Carillon Parkway and Fountain Parkway, as generally shown on the approved Echelon City Center site plan (Exhibit C), will be eligible for credits against transportation fees assessed to the project. Construction of the oval-about's is subject to compliance with the applicable permitting and design standards. The City will evaluate and provide a process for the use of future Project Transportation Fees for improvements to the public street network within the Carillon Park and improvements to public streets that improve access to the Carillon Park in mutual cooperation with Echelon.

The City will make available to Echelon City Center and/or the Carillon Park the right to connect to the City’s reclaimed water system, should capacity be available, at the City’s sole determination. The cost of service main extension(s) will be borne by the property owners of
the Carillon Park in a manner consistent with applicable City policies and ordinances, and as agreed to by the Carillon Property Owners Association.

Finally, the agreement has provisions for concurrency, City services, utilities, and requirements for the developer to maintain compliance with local, state, and federal regulations, all of which is standard in development agreements.

**CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The Development Agreement is consistent with the following policies and objectives from the St. Petersburg Comprehensive Plan:

**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 LU2.1:** To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

1. Gateway
2. Intown
3. Tyrone
4. Central Plaza
5. Central Avenue Corridor
6. Skyway Marina District

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

**Policy 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.

**Policy LU3.17:** 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 LU3.18:** 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 or lowering the LOS below adopted standards, and with proper facilities for pedestrian convenience and safety.

**Policy LU3.19:** Corporate headquarters shall be encouraged to locate in the City, particularly in the CBD and Gateway areas, through the use of incentives that may include; land assembly assistance, areawide DRI approval and provision of infrastructure and amenities.

**Policy LU3.20:** Large scale office development shall be limited to those areas with suitable regional access and compatible surrounding uses.
Objective LU16: To assure proper consideration of growth management issues in the "Gateway", the City shall initiate and implement the following activities:

4. Provide a full range of land use opportunities in support of the activity center concept.

Policy LU16.1: Development planning for the Gateway shall include consideration of the following issues:

1. promotion of industrial and office park development to diversify the City’s economic base and generate employment;

3. integration of land uses with existing and future transportation facilities recognizing the special transportation conditions within a regional activity center;

4. creation of an aesthetically pleasing development that provides a positive visual image at the City’s “Gateway;”

6. providing housing opportunities in close proximity to the Gateway employment center;

7. allowance of multi-family residential uses to provide housing opportunities within close proximity to employers.

ADOPTION SCHEDULE
The proposed development agreement requires one (1) public hearing conducted by the Community Planning and Preservation Commission, and one (1) public hearing conducted by the City Council. The City Council shall consider the recommendation of the CPPC and vote to approve, approve with modification, or deny the proposed agreement:

May 4, 2017 - First Reading, City Council
May 18, 2017 - Second Reading & Public Hearing, City Council

RECOMMENDATION:
Administration recommends that the Community Planning and Preservation Commission APPROVE the Development Agreement with Echelon LLC, finding it is consistent with the St. Petersburg Comprehensive Plan.

Attachments: Map, Echelon City Center Master Plan, Ordinance, Development Agreement
ORDINANCE

AN ORDINANCE OF THE CITY OF ST. PETERSBURG APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH ECHELON LLC., A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO THE DEVELOPMENT OF PROPERTY KNOWN AS THE ECHELON CITY CENTER, GENERALLY LOCATED ON THE SOUTH SIDE OF ULMERTON ROAD, BETWEEN CARILLON PARKWAY AND FOUNTAIN PARKWAY NORTH; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. The Development Agreement between the City of St. Petersburg and Echelon LLC, a copy of which is attached hereto and incorporated herein as Exhibit “A,” is hereby approved and adopted.

Section Two. The Mayor is authorized to execute the Development Agreement on behalf of the City.

Section Three. The Development Agreement shall be valid for a period of fifteen (15) years from the date of execution.

Section Four. 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 of 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 content:

City Attorney (designee) Planning & Economic Development Dept
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of ____________, 2017, by and between ECHELON LLC, a Delaware limited liability company (and its affiliates), whose mailing address is 235 3rd Street South, Suite 300, St. Petersburg, Florida 33701 (hereinafter "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, Developer (or its affiliates) is the fee simple title owner of approximately 16.45 acres of land located within the boundaries of the City, the legal description of which is attached hereto as Exhibit A (hereinafter the "Property"); and

WHEREAS, all 16.45 acres of Property is zoned either "RC-3: Retail Center" or "RC-2: Retail Center" and has a Planned Redevelopment Mixed Use Future Land Use Map designation (PRMU); and

WHEREAS, the Developer proposes to construct a mixed use development to be known as "Echelon City Center" (previously known as Carillon Town Center), which is currently approved for 1,505 dwelling units, and 172,000 SF of retail, and 480,500 SF of office and 120 hotel rooms with additional Floor Area Ratio ("F.A.R.") Bonuses available; and

WHEREAS, the Property to be developed as Echelon City Center is located in the Gateway Area Development of Regional Impact (hereinafter the "DRI"); and

WHEREAS, on March 4, 2015, the City's Development Review Commission ("DRC") approved a site plan (Case No. 15-31000001) presented by the Developer for development of a portion of the Echelon City Center property, subject to the conditions and revisions stated in the DRC's Letter of Approval dated March 9, 2015, and the Staff Report attached to that Letter; and

WHEREAS, the current status of the Echelon City Center site plan (Case No. 15-31000001) is approved; and

WHEREAS, due to the ongoing economic recovery and the significant statutory amendments to the Development of Regional Impact review requirements, the Parties find that it is in their best interests to agree to the development of the Property as proposed in this Agreement; and

WHEREAS, it is in the interest of the City of St. Petersburg to rescind the Gateway Area DRI in an effort to promote additional Economic Development; and
WHEREAS, Section 380.115, Florida Statutes allows a developer or property owner to request a rescission to a Development of Regional Impact as long as the conditions contained in Section 380.115, F.S. are met; and

WHEREAS, the Developer agrees with the City’s request to rescind the DRI Development Order; and

WHEREAS, the Parties 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 Section 16.05 of the City's Land Development Regulations ("LDRs"); and

WHEREAS, the City is authorized by the Act and the City's LDRs to enter into a Development Agreement; and

WHEREAS, this Agreement complies with the LDRs Section 16.05 (16.05.010.C.1 and 16.05.010.C.3); and

WHEREAS, the Developer acknowledges that the requirements and conditions of this Agreement result from the impacts of Echelon City Center on public facilities and systems, 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, this Agreement must be approved by the City Council before it is effective; and

WHEREAS, the first properly noticed public hearing of this Agreement was held by the Community Planning and Preservation Commission on April 11, 2017; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on May 4, 2017; and

WHEREAS, the second properly noticed reading of and second public hearing on this Agreement is scheduled to be held by the City Council on May 18, 2017; and

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

DEFINITIONS

The terms used 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 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.

“Development” means all improvements to real property, including buildings, foundations and or footers, 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, parks 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 (2017), as amended from time to time.

“Land Development Regulations” means Chapter 16 of the City of St. Petersburg City Code.

“Project” means the proposed development to be known as "Echelon City Center" 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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense.

4. **Duration.** The initial term of this Agreement shall be fifteen (15) years from the Effective Date. The Parties agree that this Agreement may be extended by mutual consent at the end of the initial term for an additional renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. **Permitted Development Uses, Building Intensities.**

   (a) **Permitted Development Uses.** Approximately 16.45 acres of the Property is zoned "RC-3: Retail Center" and "RC-2: Retail Center" and has a Mixed Use comprehensive land use designation. The Property may be used for the purposes permitted in the applicable zoning districts, subject to all height limitations in the City's LDRs and to the additional limitations and conditions set forth in this Agreement.

   (b) **Proposed Development Uses and Maximum Intensity.** The maximum intensity of the development uses currently approved for the Property are 1,505 dwelling units, and 172,000 SF of retail, and 480,500 SF of office and 120 hotel rooms with additional F.A.R. Bonuses available, as provided in DRC Case 15-31000001, or the equivalency thereof based on the Land Use Equivalency Matrix (the "Equivalency Matrix") (collectively "Rights") attached hereto as Exhibit B, Phase 1. The Rights shall remain vested with the Property for the Duration of this Agreement as set forth in section 4, except that any proposed site plan to develop the Property beyond the Rights or modification of the currently approved site plan thereof is subject to site plan review in accordance with future procedures and requirements established by the City's LDRs.

   (c) **Comprehensive Plan.** The Development is consistent with the City's Comprehensive Plan.

6. **DRI Mitigation Complete.** All mitigation matters under the DRI, including transportation impacts and concurrency for Project, are complete and all conditions of the DRI are met, pursuant to Section 380.115(1)(b), Florida Statutes ("Mitigation Obligations") as of the Effective Date of this Agreement.

7. **Development Capacity Reservation Fees.** Developer has paid One million, eight hundred and nineteen thousand, five hundred and fourteen dollars and sixty-eight cents
($1,819,514.68) in Gateway Areawide Transportation Improvement Special Assessment Fees (GATISAF) to date in the form of Development Capacity Reservation fees ("Reservations Fees") for the Project. Paid Reservation Fees shall remain as a credit against all future Transportation Fees (defined below) that may be assessed at the time individual development projects are permitted within the Project. Transportation Fees shall include but are not limited to transportation impact fees (TIFs) for land development projects (deducting for all credit to which the Project is otherwise entitled), GATISAF fees, multimodal impact fees, or subsequent and/or substitute fees which are similar in nature concerning the Project.

8. **Comprehensive Plan and Land Development Regulations.** Developer shall benefit from any future land use and/or zoning changes adopted by the City which would increase the development capacity of the Property but shall in no event have less than the Rights recognized in this Agreement, provided any development in excess of Rights shall comply with the future applicable provisions of the City's LDRs and other governing bodies' laws and regulations, and necessary approvals, if applicable. Obtaining the necessary applicable approvals from any other governing body shall be the sole responsibility of the Developer and nothing herein shall be construed as a grant of approval, express or implied, from a governing body aside from the City.

9. **Public Facilities and Concurrency.** The Project has met all required service standards in the City's Comprehensive Plan and all requirements of the City's concurrency management system, where applicable. The following existing facilities are identified as serving the Project:

   (a) **Potable Water:** There currently exists City potable water service to the property line of the Project site. The Developer will be responsible for any and all improvements necessary to provide potable water to a structure on 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:** There currently exists City sanitary sewer service to the property line of the Project site. The Developer will be responsible for any and all improvements necessary to provide sanitary sewer service to a structure on 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. Sufficient capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations and the Southwest Florida Water Management District.
(d) **Law Enforcement:** Law Enforcement protection 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.

(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:** As the proposed development uses includes residential uses, it is anticipated that the demand for public school facilities and services will be impacted by the Project. Therefore, available facilities and service capacity already provided by the Pinellas County School Board are sufficient and no new public school facilities or services 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. The cost of such solid waste collection services will be billed by the City to the owner or owners of the Property or any portion thereof. 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 Parties agree that the Developer's responsibility for mitigation of transportation impacts as required in Paragraph 6 of this Agreement have been met. This finding does not exempt the Developer from payment of fees outside the scope of Transportation Fees that may be required during development of the Project, subject to the provisions of Paragraph 7.

(j) **Utility Improvements:** Utility improvements on the Project site 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.

10. **Reservation or Dedication of Land.** Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than public utility easements for utilities servicing the Property.
11. **City Action.**

(a) All extensions of approvals, modifications to current approvals, and new approvals shall be subject to the existing procedures and requirements established by the City's LDRs, as of the Effective Date of this Agreement.

(b) Design and construction costs associated with the planned oval-abouts adjacent to the Property on Carillon Parkway and Fountain Parkway, as generally shown on the approved Echelon City Center site plan (Exhibit C), shall be eligible for credits against Transportation Fees assessed to the Project. Construction of the oval-abouts is subject to compliance with the applicable permitting and design standards.

(c) The City shall make available to Echelon City Center and/or the Carillon Park the right to connect to the City’s reclaimed water system, should capacity be available, at the City’s sole determination, and the cost of service main extension(s) are borne by the property owners of the Carillon Park in a manner consistent with applicable City policies and ordinances and agreed to by the Carillon Property Owners Association.

(d) The City shall evaluate and provide a process for the use of future Project Transportation Fees for improvements to the public street network within the Carillon Park and improvements to public streets that improve access to the Carillon Park in mutual cooperation with the Developer.

12. **Local Development Permits.** Local development approvals, including the following, will be required to develop the Property:

(a) Water, sewer, paving and drainage permits;

(b) Building permits;

(c) Certificates of Occupancy;

(d) Right-of-way utilization permits;

(e) Any other development permits that may be required by City ordinances and regulations; and

(f) Such other City, County, State or Federal permits as may be required by law.

13. **Consistency with Comprehensive Plan.** The Parties agree that the proposed development, as described in section 5.(b) of this Agreement, of the portion of the Property zoned "RC-3 – Retail Center" and "RC-2 – Retail Center" for the purposes allowed in those zoning districts by City Code is currently deemed to be consistent with the City's Comprehensive Plan. Any proposed site plan to develop the Property beyond the Rights or modification of the currently approved site plan thereof shall be evaluated for consistency with the City's Comprehensive Plan.

14. **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 Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions. Development of the Project
shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, which are hereby incorporated herein by reference.

15. **Compliance with State and Federal Law.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties' compliance with this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

16. **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.

17. **Concurrence and Comprehensive Plan Findings.** Based on the transportation impact mitigation required by Paragraph 6 of this Agreement, the City has 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 are met for the Project. The City has 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.

18. **Rescission of DRI Development Order; Approval of Agreement.** The Developer requests the City:
   a) rescind the DRI applicable to this Property which rescission must be approved by City Council, and
   b) the approval of this Agreement, and
   c) upon the occurrence of both a) and b) above, this Agreement shall become effective.

19. **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 the Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Developer is an independent principal and not a contractor for or officer, agent, or employee of the City. Developer shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

20. **Amendments.** The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with §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.

21. **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 Developer:
    Echelon LLC
    235 3rd Street South, Suite 300
    St. Petersburg, Florida 33701
    Attention: Steve Kurcan

    With a copy to:
    Echelon LLC
    235 3rd Street South, Suite 300
    St. Petersburg, Florida 33701
    Attention: General Counsel

(b) To the City:
    City of St. Petersburg
    Planning and Economic Development Department
    Attention: David S. Goodwin, Director

    (Physical Address)
    Municipal Services Center
    One 4th Street North
    St. Petersburg, Florida 33701

    (Mailing Address)
    P.O. Box 2842
    St. Petersburg, Florida 33731

    With a copy to:
    City of St. Petersburg
    Legal Department
    Attention: Michael Dema, Esq., Assistant City Attorney

    (Physical Address)
    Municipal Services Center
    One 4th Street North
    St. Petersburg, Florida 33701

    (Mailing Address)
    P.O. Box 2842
    St. Petersburg, Florida 33731

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. **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.

29. **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.

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

(a) The expiration of fifteen (15) years from the Effective Date of this Agreement, as defined herein, unless the Parties mutually agree to extend the initial term for an additional 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 execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

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

32. **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.

33. **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.

34. **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. If, however, the result of the severance of the provision results in harm to the public health, safety or welfare, results in a public harm, or substantially negates a public benefit or imposes a public burden, then the provisions of this Agreement shall be deemed not severable and this Agreement shall be reformulated and reconstituted to avoid that consequence.

35. **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.

36. **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. Notwithstanding this paragraph or anything to the contrary in the Agreement, this Agreement shall run with the land, shall bind and/or benefit every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties subject to this Agreement, and their successors, assigns, heirs, and personal representatives.

37. **Caption or Section Headings.** Captions and section headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

38. **Force Majeure.** All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

39. **Changes in City Code and LDRs Specifically Anticipated.** It is specifically anticipated that the City Code and LDRs will change during the duration of this Agreement, and, in accordance with Florida Statutes Section 163.3233(2), the City may apply such subsequently adopted laws and policies to the Project. However, the permitted maximum intensity of the development uses on the Property shall not be less than 1,505 dwelling units, 172,000 square feet of retail, 480,500 square feet of office and 120 hotel rooms, with G.A.R bonuses as provided in the City of St. Petersburg DRC Case 15-31000001 approval, or the equivalency thereof based on the Equivalency Matrix attached hereto as Exhibit B (Phase 1), as provided by this Agreement, and this permitted maximum intensity of development and these permitted uses specifically shall not be affected by subsequent changes to the City Code or the LDRs.

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

ATTEST:

"CITY"
CITY OF ST. PETERSBURG, FL

By: ______________________

As Its: ____________________

___ day of _____________, 2017

Approved as to form and content
By Office of City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2017 by __________________ and __________________, to me known as the ___
and St. Petersburg City Clerk, respectfully, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed and that they were duly authorized to do so.

NOTARY PUBLIC:

Sign: ______________________

Print: ______________________

State of Florida at Large
My Commission Expires: ________
WITNESSES:

“DEVELOPER”
ECHELON LLC

Sign: ______________________________
By: ______________________________

Print: ______________________________
Print: ______________________________

Sign: ______________________________
Title: ______________________________

Print: ______________________________
Date: ______________________________

(SEAL)
STATE OF FLORIDA
COUNTY OF PINELLAS

The forgoing instrument was acknowledged before me this day of ___________, 2017 by ____________________ on behalf of Echelon LLC, 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

LOT 1 - PIN: 12-30-16-13183-000-0012

THE SOUTH 154.84 FEET OF LOT 1, CARILLON TOWN CENTER, ACCORDING TO THE
MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91
OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 1.166 ACRES MORE OR LESS

LOT 2 - PIN: 12-30-16-13183-000-0020

A PORTION OF LOTS 1, AND 6, BLOCK 2 OF CARILLON PHASE II AS RECORDED IN PLAT
BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE
SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY
ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN
PARKWAY 47.09 THROUGH A CENTRAL ANGLE OF 21°07'13". (CHORD BEARING S
10°39'37"E 48.52 FEET); THENCE CONTINUE ALONG SAID W ESTERLY RIGHT-OF-WAY
LINE, S 00°00'00" W 402.69 FEET; THENCE S 89°51'23" W 237.94 FEET; THENCE N
00°08'43"W 172.64 FEET; THENCE S 89°51'17" W 98.94 FEET; THENCE N 00°08'37" W
278.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ULMERTON ROAD (STATE
ROAD NO. 688); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 89°51'23" E
325.61 FEET; THENCE S 87°16'53" E 1.81 FEET TO THE POINT OF BEGINNING.

LESS:

BANK PARCEL (SUNTRUST BANK)

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT
THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE
NORTHERLY BOUNDARY OF SAID LOT 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF
ULMERTON ROAD, N 89°51'23" E 163.06 FEET; THENCE DE PARTING SAID SOUTHERLY
RIGHT-OF-WAY LINE, S 00°08'37" E 158.35 FEET; THENCE E 89°51'23" W 163.06 FEET;
THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 2, N 00°08'37" W 158.35 FEET
TO THE POINT OF BEGINNING.

CONTAINING 0.593 ACRES, MORE OR LESS.

LESS EXISTING BUILDING PARCEL

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT
THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:
LEGAL DESCRIPTION:
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE
WESTERLY BOUNDARY OF SAID LOT 2, N.00°08'43"W., 155.23 FEET; THENCE S 89°57'43"E
1.94 FEET TO THE POINT OF BEGINNING; THENCE N 00°01'53"W 92.52 FEET; THENCE
S 89°58'03"E 58.84 FEET; THENCE S 00°01'53"E 92.5 3 FEET; THENCE N 89°57'43"W 58.84
FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1250 ACRES, MORE OR LESS.

LESS GRILL PARCEL

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT
THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE
EASTERLY BOUNDARY OF SAID LOT 2 AND THE WESTERLY RIGHT-OF-WAY LINE OF
FOUNTAIN PARKWAY OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113,
PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA,
NORTH, 399.98 FEET; THENCE WEST, 9.83 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH, 26.31 FEET; THENCE EAST, 4.35 FEET; THENCE SOUTH, 50.25 FEET;
THENCE WEST, 5.58 FEET; THENCE SOUTH, 15.64 FEET; THENCE WEST, 131.51 FEET;
THENCE NORTH, 68.67 FEET; THENCE WEST, 15.67 FEET; THENCE NORTH, 61.53 FEET;
THENCE EAST, 142.42 FEET; THENCE SOUTH, 18.00 FEET; THENCE EAST, 6.00 FEET;
THENCE SOUTH, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.4210 ACRES, MORE OR LESS.

REMAINDER LOT 2 CONTAINING 1.93 ACRES MORE OR LESS.

LOT 3 – PIN: 12-30-16-13183-000-0030

A PORTION OF LOTS 1, 4, AND 5, BLOCK 2 OF CARILLON PHASE II AS RECORDED IN
PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT I AND A CURVE
CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE
SOUTHEASTERLY ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF
FOUNTAIN PARKWAY 47.09 THROUGH A CENTRAL ANGLE OF 21°07'13", (CHORD
BEARING S 10°33'37" E 46.82 FEET); THENCE CONTINUE ALONG SAID WESTERLY
RIGHT-OF-WAY LINE, a 00°00'00" W 402.69 THENCE S 89°51'23" W 237.94 FEET TO THE
POINT OF BEGINNING; THENCE S 89°51'23" W 288.17 FEET T; THENCE N 00°08'37" W
154.84 FEET; THENCE N 89°51'23" E 15.82 FEET THENCE N 00°08'43" E 123.50 FEET
THENCE N 89°51'23" E 175.41 FEET; THENCE S 00°08'37" E 105.50 FEET; THENCE N
89°51'17" E 96.94 FEET; THENCE S 00°08'43" E 172.84 FEET TO THE POINT OF
BEGINNING.

CONTAINING 1.56 ACRES, MORE OR LESS.
SOUTH REMAINDER PARCEL

PIN'S: 12-30-16-13183-000-0040, 12-30-16-13183-000-0050, 12-30-16-13183-000-0060, 12-30-16-13183-000-0070, 12-30-16-13183-000-0080, 12-30-16-13183-000-0090

A PORTION OF LOTS 1, 2, 3, AND 4, BLOCK 2 OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH BS OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY 47.09 THROUGH A CENTRAL ANGLE OF 21°07'13", (CHORD BEARING S 10°33'37'' E 46.82 FEET); THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S 00°00'00" W 402.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY BY THE FOLLOWING SIX (6) COURSES:

1 - THENCE S 00°00'00" W 173014 FEET TO A NON-TANGE NT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 39.75 FEET;

2 - THENCE SOUTHERLY ALONG SAID CURVE 36.36 FEET THROUGH A CENTRAL ANGLE OF 5224'21", (CHORD BEARING S 26°12'11" E 35 .10 FEET);

3 - THENCE S 00°00'00" W 209.91 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 166.25 FEET;

4 - THENCE SOUTHEASTERLY ALONG SAID CURVE 171.54 FEET THROUGH A CENTRAL ANGLE OF 59°07'06", (CHORD BEARING S 29°33'33" W 16 4.03 FEET);

5 - THENCE 59°07'06" W 475.03 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 37.75 FEET;

6 - THENCE WESTERLY 59.30 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARING N 75°52'54" W 53.39 FEET) TO THE EASTERLY RIGHT-OF-WAY LINE OF CARILLON PARKWAY OF SAID CARILLON PHASE II; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 30°52'54" W 279.10 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1468.25 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY 324.34 FEET THROUGH A CENTRAL ANGLE OF 12°40'27", (CHORD BEARING N 24°32'41" W 323.68 FEET; THENCE NON- TANGENT N 03°35'33" W 50.86 FEET TO A NON-TANGENT CURVE CONCAVE EASTERNLY HAVING A RADIUS OF 1454.25 FEET; THENCE NORTHWESTERLY 206.00 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°06'58", (CHORD BEARING N 12°12'37" W 205.83 FEET); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 89°51'23" E 849.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.793 ACRES, MORE OR LESS.
# Exhibit B

**Exhibit IV (Cont'd)**  
Gateway Areawide Transportation Land Use Trade-Off Matrices

## Phase I

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>From/TO</th>
<th>Hotel (Rooms)</th>
<th>Retail Sales/Service (S.F.)</th>
<th>Office (S.F.)</th>
<th>Lt. Industrial (S.F.)</th>
<th>Multifamily (D.U.)</th>
<th>Phase I Land Use Increment</th>
<th>ADA</th>
<th>PM Peak Hour Project Trips</th>
<th>Trip Rate</th>
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<td>Hotel (Rooms)</td>
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ITE 4th Edition

## Phase II

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<th>Lt. Industrial (S.F.)</th>
<th>Multifamily (D.U.)</th>
<th>Phase II Land Use Increment</th>
<th>ADA</th>
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ITE 6th Edition
EXHIBIT C

Approved Site Plan