



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

For Public Hearing and Executive Action on Tuesday, August 10, 2021  
at 2:00 p.m. in City Council Chambers, City Hall  
175 5<sup>th</sup> St North, St. Petersburg, FL 33701.

According to Planning and Development Services records, no Community Planning & Preservation Commission members reside, or own property located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

## City File: FLUM-62

### 17.91 acres in the Northwest Corner of Gandy Boulevard and Interstate 275

This is a private-initiated application requesting the Community Planning and Preservation Commission (“CPPC”), in its capacity as the Local Planning Agency (“LPA”), make a finding of consistency with the Comprehensive Plan and recommend to City Council to **APPROVE** the following Future Land Use Map amendment with a concurrent amendment to the Official Zoning Map for a 17.91 acre portion of the parent property, **APPROVE** the Termination of a Development Agreement, and **APPROVE** a new Development Agreement for the entire 93.38 acre parent property.



Subject Property Location

## APPLICANT INFORMATION

- APPLICANT:** **Jabil, Inc.**  
10560 Dr. Martin Luther King Jr. St. N  
St. Petersburg, Florida 33716  
John\_Matzke@jabil.com
- BUYER:** **Greystar Development East, LLC**  
788 East Las Olas Boulevard, Suite 201  
Fort Lauderdale, Florida 33301  
David.king@greystar.com  
(813) 514-2100
- AGENT:** **R. Donald Mastry**  
Trenam Law  
200 Central Ave., Suite 1600  
St. Petersburg, Florida 33701  
dmastry@trenam.com  
(727) 824-6140
- CITY STAFF:** **Ann Vickstrom**  
Urban Planning and Historic Preservation Division  
Planning and Development Services Department  
One 4<sup>th</sup> Street North  
St. Petersburg, Florida 33711  
Ann.vickstrom@stpete.org  
(727) 892-5807

## REQUEST

The applicant is requesting an amendment to the Future Land Use Map from Industrial Limited (IL) to Planned Redevelopment – Commercial (PR-C) with a concurrent amendment to the Official Zoning Map from Employment Center (EC-1) to Corridor Commercial Suburban (CCS-2) for a 17.91 acre parcel located at the northwest quadrant of the Gandy Boulevard and Interstate-275 interchange abutting the east side of 28<sup>th</sup> Street North. The subject 17.91 acres is part of a larger 93.38 acre Industrial Limited (IL) land parcel which is within the Target Employment Center and Activity Center Overlays. The purpose of the proposed amendments, as stated by the applicant, is to allow for multifamily residential development.

The applicant is requesting the termination of the existing Development Agreement applicable to the property dated October 1, 2010 recorded in Official Records Book 17070, Page 2072, Public Records of Pinellas County, Florida. In addition, the applicant is requesting the approval of a new Development Agreement allowing for the development of 500 multifamily units (a density of 27.92 units per acre) on the CCS-2 amendment area, and 1,000,000 sf of industrial uses (an intensity of 0.375 FAR) on the EC-1 portion of the property. The Development Agreement requires that a minimum of 200,000 sf of industrial shall be constructed prior to or concurrently with the multifamily and that a minimum of 20% of the multifamily units shall be dedicated to workforce housing in accordance with the provisions of City Code Chapter 17.5.

## SITE DESCRIPTION

Street Address:	Northwest corner of Gandy Boulevard and Interstate 275
Parcel ID No.:	23-30-16-30373-000-0010
Acreage:	Parent parcel is 93.38 acres; Amendment parcel is 17.91 acres
Zoning:	From Employment Center (EC-1) to Corridor Commercial Suburban (CCS-2)
Future Land Use:	From Industrial Limited (IL) to Planned Redevelopment – Commercial (PR-C)
Activity Center:	Overlay remains unchanged
Target Employment Center:	Overlay remains unchanged
Countywide Plan Map:	Activity Center
Existing Use:	Vacant
Surrounding Uses:	North: Vacant Industrial land, Powerline Right-of-Way (ROW) and General Warehousing West: Multi-family (Villas at Gateway Apartments), Warehousing, Office and Government Facilities located in City of Pinellas Park South: Mini-storage, Warehouse, Light Manufacturing, Cemetery (City of Pinellas Park) East: Interstate 275/Gandy Interchange (0.38 mile)
Neighborhood Association:	No neighborhood association Closest association is Village Green Homeowners Association to the southeast of the property across both Gandy Blvd and Interstate 275 (I-275).

## BACKGROUND

The subject property is in the northwest corner of the I-275/Gandy Boulevard interchange, with 28<sup>th</sup> Street N bordering the property to the west and Gandy Boulevard to the south. The 17.91 acre area proposed for the Future Land Use and Zoning Map change is part of this larger 93.38 acre vacant parcel. The property is adjacent to the City of Pinellas Park which bounds the west side of 28<sup>th</sup> Street North and the south side of Gandy Boulevard. Unincorporated Pinellas County is located approximately 1,000 feet south of the parcel, which includes Sawgrass Lake Park.

The parent lot is vacant of development, with a private roadway that loops through the site that will connect to Grand Avenue and Gateway Center Parkway upon permitting of the final intersection connections to 28<sup>th</sup> Street. A small retention pond is located at the southwest corner of the property. In addition, a canal runs across the southern tip of the property that is piped under Gandy Boulevard and continues west to the Sawgrass Lake Outfall Canal (Turner Channel) within the Sawgrass Lake Park.

The surrounding land uses to the north of the amendment parcel include the undeveloped parent parcel, and industrial uses (Great Bay Distributing); to the west is multi-family (Villas at Gateway Apartments), office, and warehouse uses, and the US Army Reserves Medical Command and Recruitment Center, all located within the City of Pinellas Park; to the south, across Gandy Boulevard, are warehouse and light manufacturing uses, and a cemetery also within the City of Pinellas Park. To the east I-275/Gandy Boulevard interchange, on the north side of Gandy Boulevard is light manufacturing use, and on the south side are mobile homes, single-family and institutional uses. Additional residential land uses are located approximately one-half mile west,

southwest, and southeast. The subject property is located outside of the Coastal High Hazard Area (CHHA) boundary.

The 17.91 acre amendment parcel has a Future Land Use designation of Industrial Limited (IL). On the remainder parent parcel, 61.10 acres is designated as IL and 14.37 acres is Preservation (P). The entire parcel is within the Gateway Regional Activity Center Overlay and a Target Employment Center Overlay. The IL designation allows a mixture of light industrial, industrial park, and office uses up to 0.65 floor area ratio (FAR). The Gateway Regional Activity Center is the center of the Tampa Bay regional market and contains the large tracts of vacant land. The Activity Center Overlay allows for concentrated commercial and mixed-use centers suited to a more intensive and integrated pattern of development. The maximum densities and intensities are allowed at up to 2.5 times that permitted in the underlying land use plan category and zoning district. The Target Employment Center Overlay recognizes areas to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards are per the underlying future land use designation with a 100 percent intensity bonus for manufacturing, office and research/development uses. The Preservation designation is for environmentally sensitive areas.

The current zoning designations on the parcel are Employment Center (EC-1) and Preservation (P) which are compatible to the IL and P Land Use designations, respectively. Residential uses are not permitted uses in the EC-1 zoning district and any existing residential is considered to be a grandfathered use. There are no permitted uses other than preservation in the Preservation district and an open space buffer of 15 feet is required between the Preservation area and any new structure or development area.

A Development Agreement between the City of St. Petersburg and Jabil Circuit, Inc. was approved in 2010 for the development of 450,000 square feet (sf) of office space, 500,000 sf of Light Industrial, and 50,000 sf of retail on the parent property (93.38 acres). The applicant is requesting the termination of the Development Agreement and the approval of a new Development Agreement allowing for 500 multifamily residential dwelling units (a density of 27.92 units per acre) on the CCS-2 amendment area, and 1,000,000 sf of industrial uses (an intensity of 0.375 FAR) on the EC-1 portion of the property. The Preservation area is to remain in its natural condition. The Development Agreement requires a minimum of 20% of the residential units to be workforce housing in accordance with the provisions of City Code Chapter 17.5. The proposed Development Agreement requires a Certificate of Completion (CC) for the shell of at least 200,000 square feet of industrial uses to be obtained prior to, or concurrently with, the issuance of the Certificate of Occupancy (CO) for the first multifamily building. Because the proposed Development Agreement includes a residential component, amendments to the Future Land Use Map and Official Zoning Map are required to Planned Redevelopment – Commercial (PR-C) and Corridor Commercial Suburban (CCS-2), respectively, for consistency as discussed in the following Sections of this report.

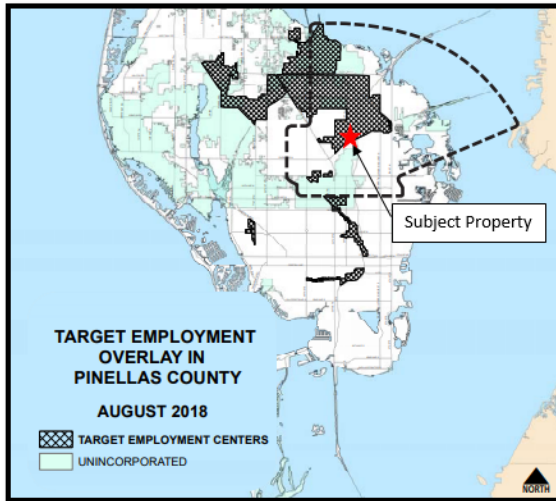
## **THE GATEWAY**

The Gateway Master Plan was completed September 18, 2020. The Master Plan addresses growth within the Gateway area over the next 25 years as the area evolves into several distinct, sustainable, mixed -use districts that will retain and encourage job growth while providing new housing, services, and a host of amenities for employees, residents, and visitors. The districts are planned to connect by transit, with safe walkable and bikeable streets, trails and blueways. These new centers will be connected to existing residential neighborhoods and support quality of life while promoting community health and contributing to a robust regional economy.

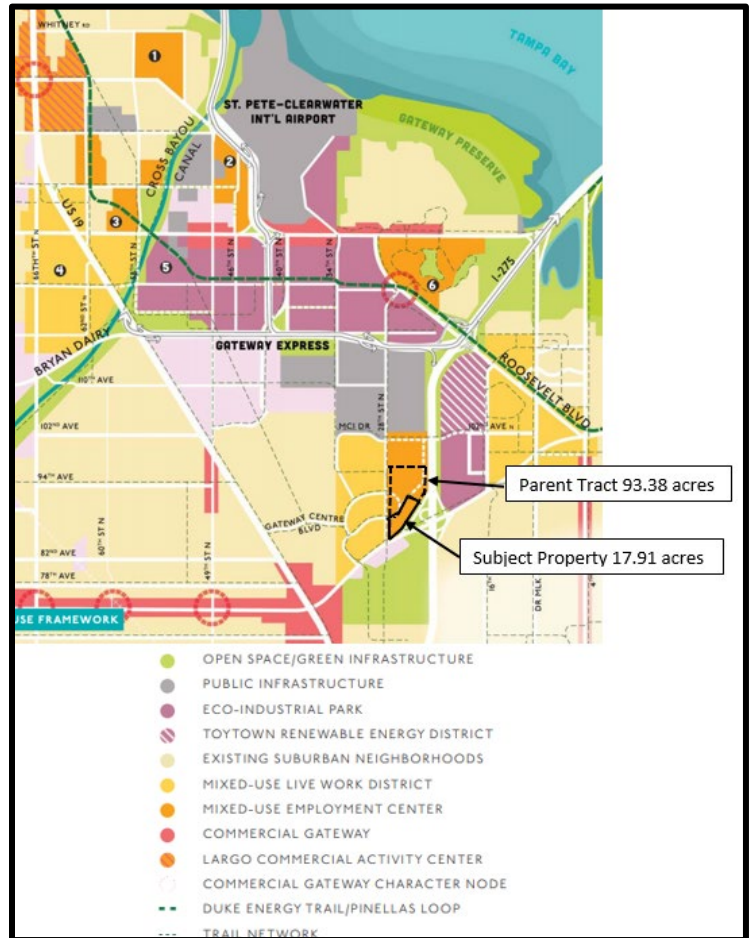
The Gateway area serves as a regional crossroads of Tampa Bay in north St. Petersburg. It is comprised of several jurisdictions including St. Petersburg, Pinellas Park, Largo and Unincorporated Pinellas County. It is Pinellas County's economic engine for employment and manufacturing jobs. It is home to the region's top

employers including Raymond James Financial, Home Shopping Network, Jabil, Power Design, and the Echelon City Center. The Gateway area supports more than 2,700 businesses and 60,000 employees.

The geographic location of the area makes it highly accessible to regional transportation assets including two international airports, three seaports, four bridges, and six major roadways. It is also known for its commuting workforce.



The Gateway Master Plan:  
Target Employment Overlay in Pinellas County



The Gateway Mater Plan: September 18, 2020

The land use as identified for the subject property in the Gateway Master Plan is Mixed-Use Employment Center. The Gateway Master Plan allows additional density and a mix of uses to support and reduce vehicular travel. This would include uses such as ground floor retail, convenience retail, restaurants, entertainment, and commercial services to complement office use and compatible secondary uses include hospitality uses, hotels, meeting facilities, and multifamily residential. High-tech fabrication and research-oriented uses that maybe integrated with office uses can be included.

## CONSISTENCY AND COMPATIBILITY

The primary issues associated with this private application are consistency and compatibility of the requested designation with the established surrounding land use, reduction of Industrial land, and the provision of a buffer between the land uses, specifically between the residential and planned industrial land uses.

The developer is proposing 500 multifamily units on the 17.91 acre amendment area, of which, 20 percent (%) of the residential will be workforce housing units (up to 100 units). The proposed Official Zoning Map and Future Land Use Map amendments will enable residential development of the subject property. As discussed in the Background Section of this report, the proposed multifamily housing is not consistent with the current Industrial Limited (IL) Future Land Use Map and Official Zoning Map designations, as the IL does not allow residential uses. Therefore, the subject 17.91 acre amendment area requires a Land Use Plan amendment for IL to Planned Redevelopment – Commercial (PR-C) with a compatible Zoning Designation of Corridor Commercial Suburban (CCS-2). The PR-C land use designation allows a full range of commercial and mixed uses including retail, office, service and high- density residential uses, and allows a floor area ratio (FAR) of 1.25 and a net residential density of 55 dwelling units per acre, with additional density in an Activity Center allowing up to 2.5 times the density and intensity of the PR-C district, and additional density for workforce housing. The CCS-2 zoning allows up to 60 units/acre within an Activity Center and an additional 15 workforce housing bonus units/acre in an Activity Center, totaling 75 units/acre. Research and Development and light manufacturing/assembly uses are allowed after neighboring uses, noise, solid waste, hazardous waste and air quality emission standards, hour of operation, traffic, parking, loading and storage have been evaluated.

The requested land use designation of Planned Redevelopment – Commercial (PR-C) is consistent with several Comprehensive Plan goals, objectives, and policies, which are included in the following section of this report. For example, Policy LU3.11 calls for *more dense residential uses (more than 7.5 units per acre) to be located along designated major streets*. Gandy Boulevard is identified on Map 20 of the Comprehensive Plan and classified as a “Future Major Street: Principal Arterial, State Road” and 28<sup>th</sup> Street is designated as a Collector, County Road. Policy LU16.1 addresses development in Gateway Center with the *integration of land uses with existing and future transportation facilities recognizing the special transportation conditions within a regional activity center and the allowance of multi-family residential uses to provide housing opportunities within close proximity to employers*. The proposed Planned Redevelopment – Commercial (PR-C) land use amendment will allow the integration of multifamily housing within the Gateway Activity Center while providing housing opportunities within close proximity to employers. In addition, the Gateway Master Plan approved in September 2020 has identified the property as Mixed-Use Employment Center. There are three multifamily housing developments, within the Gateway Business Center, west of the subject property, with a total of 794 dwelling units. These multifamily facilities are all within the City of Pinellas Park. Another multifamily development located at the southeast corner of Gandy Boulevard and I-275, within the City of St Petersburg, has 144 units. Other residential uses within the area include mobile homes and manufactured homes to the west, both north and south of Gandy Boulevard (many of these are designated for residents 55 years and over) and single family and mobile homes to the southeast of the I-275/Gandy Boulevard interchange.

The CPPC and City Council shall further consider whether the proposed request is consistent with Policy LU3.21 which states that *the City shall continue to expand the acreage for industrial development in appropriate locations provided such expansion is supported by current and likely long-term market conditions*. In addressing LU3.21, there is concern that this area is currently designated as Industrial Limited and industrial development is being reduced. However, because the developer has agreed to provide 200,000 sf of industrial prior to the multifamily development, this may, in fact, jump start development on the remainder parent tract and on vacant industrial land in the vicinity. In addition, the amendment provides for multifamily and workforce housing in an area where much of the available housing is mobile homes and designated for a population over 55 years of age. Moreover, Policy H13.5 in the City’s Housing Element states that *the City’s LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations*.

Related Policy H13.6 states that *the City shall encourage higher density development in its Planned Redevelopment future land use map categories through implementation of the LDRs. This type of development will help reduce GHGs (Greenhouse Gas City File FLUM-62*

*Emissions) and minimize carbon footprints.* The Comprehensive Plan addresses land use amendments to Industrial land with Policy 2.26a *allowing for underperforming industrial designated areas to be amended to a non-industrial designation when the land is vacant or underutilized.* In this instance, 61.10 acres is retained and protected through a Development Agreement as Employment Center (EC-1) and Industrial Limited (IL), with a requirement to develop 200,000 sf of industrial buildings prior to, or concurrent with, multifamily residential and 20-percent workforce housing units for potential employees.

Finally, Policies LU3.4, LU3.8 and LU3.9 address the *provision of proper buffering for compatible land transitions, protection from incompatible uses, noises, and traffic, and provision of buffering along major transportation corridors.* These three Policies address the protection of Residential uses from incompatible land uses, noise, and traffic. In this instance, the proposed residential parcel will be compatible to the existing residential uses to the west; however, additional buffering is required to protect the residential from noise generated by the adjacent interstate and arterial roadway, and from future industrial development to the north. As part of the proposed Development Agreement, the applicant has included a provision in the Development Agreement for vegetative buffering along the Interstate and Gandy Boulevard and between the residential and industrial to the north. The Development Agreement also provides for a noise study to be conducted and addressed within the site plan submission for the residential development. The noise study may require enhanced protections, such as a noise wall or upgraded, soundproof windows. Vegetation buffers shall be provided in areas where residential uses require greater buffering from major transportation corridors (I-275 and Gandy Boulevard) and industrial uses. There is currently vegetation along Gandy Boulevard and the Interstate ramp; however, at this time the developer has not submitted landscape plans for the property beyond the scope of these amendments and Development Agreement.

## RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE FUTURE LAND USE MAP

The Urban Planning & Historic Preservation Division staff reviewed this application in the context of the following criteria excerpted from the City Code *Section 16.70.040.1.1 Amendments to the Comprehensive Plan and Land Development Regulations*, the review and decision shall be guided by the following factors:

### **1. Compliance of the proposed use with the goals, objectives, policies, and guidelines of the Comprehensive Plan.**

The Amendment is in compliance with the following policies and objectives from the Comprehensive Plan:

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

*The subject property is located in the Gateway Regional Activity Center Overlay and Target Employment Center Overlay. This proposal concentrates new residential and industrial growth in the Gateway Activity Center. Residential growth increases by up to 500 multifamily dwelling units, that will include 20-percent workforce housing units. Additionally, industrial development is prioritized finally activating a long-dormant site with at least 200,000 sf with potential increases up to 1,000,000 sf.*

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.

*The City continues to attract large scale development by implementing development incentives such as bonus density and intensity. The Target Employment Center Overlay also provides intensity bonuses for manufacturing, office and research/development uses. Due to its location within the Gateway Activity Center, this proposal is taking advantage of existing development bonuses and a negotiated prioritization of*

*development that includes workforce housing units and a guarantee to provide at least 200,000 square feet of industrial space prior to, or concurrent, with the multifamily development.*

LU3.1(G) Table Showing Countywide Plan Map Categories and Corresponding Future Land Use Map Categories:

<b>Countywide Plan Map Categories</b>	<b>Corresponding Future Land Use Map Categories</b>
Activity Center	Activity Center Overlay (includes the underlying categories of Central Business District, Community Redevelopment District, Planned Redevelopment-Commercial, Planned Redevelopment-Mixed Use, Planned Redevelopment-Residential, Residential High, Residential Medium, Residential/Office General, Recreation/Open Space, Transportation/Utility, Institutional, Industrial Limited and Industrial General)

*The proposed land use of Planned Redevelopment – Commercial (PR-C) is compatible to the Countywide category of Activity Center.*

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.

*This long-dormant site will be activated with residential and industrial uses, thereby generating employment for residents, customers for neighboring businesses, and a land use diversity that should help improve and stabilize land values during periods of economic distress.*

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.

*The proposed residential development is in character with the surrounding developed areas, which have been previously noted as including a mix of residential building types and densities, as well as non-residential uses including industrial, and office uses. There is multifamily directly west of the proposed amendment area which consist of three developments and 794 units. It appears that there is an established area for multifamily residential along the northside of Gandy Boulevard (See Existing Use Map in Attachment). Land to the north of the amendment area is planned for industrial use. Property on the south side of Gandy Boulevard is warehouse and light manufacturing uses.*

LU3.7 Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.

*Land use boundaries are logically drawn in relation to existing patterns of residential development on adjacent properties to the west, located within Pinellas Park, and industrial development on adjacent properties to the north, located within St. Petersburg. Currently the parent parcel is vacant while warehousing and*



*manufacturing have developed in the area. Because there have been three multifamily developments to the west, in Pinellas Park, it is reasonable to question whether the success of these multifamily developments is due to the visible location along Gandy Boulevard, in an Activity Center and Target Employment Center, and should a further extension of the multifamily use continue along Gandy Boulevard to the Interstate. Housing is an essential part of the success in the Gateway to minimize the vehicular trips within the area. Currently, most of the employees within Gateway commute.*

- LU3.11 More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.

*The amendment area is located along Gandy Boulevard and 28<sup>th</sup> Street, an arterial and collector roadway, respectively. It is also located along I-275 with access to the interstate ramps less than a quarter mile from the subject property. The property is designated within an Activity Center Overlay and an Employment Center Overlay.*

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

*This proposal is providing a multifamily housing type, in immediate proximity to industrial and employment uses and within 1.25-miles of major personal service, retail, and dining opportunities at the Shoppes at Park Place. The minimum requirement to provide at least 20-percent workforce housing units will help serve residents at different income levels and ability to pay.*

- LU3.26.a Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time: 1) vacant or underutilized land; 2) vacant or underutilized buildings; 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and 4) chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations

*The amendment area is currently designated as Industrial Limited (IL) and is vacant. The applicant is requesting a Planned Redevelopment – Commercial (PR-C) land use to allow residential development. The applicant indicates that this will supply housing for the Gateway area and in particular for the industrial portion planned for the parent property. The Development Agreement requires 200,000 sf of industrial uses prior to construction of multifamily. The requirements of the Development Agreement allow for the favorable consideration of a non-industrial designation.*

- LU4(1) Residential-the City shall provide opportunities for additional residential development where appropriate.

*This proposal seeks to provide approximately 500 multifamily dwelling units, including at least 20-percent workforce housing units, without impairing the industrial and employment prospects for the subject property. Furthermore, the subject property is located within and activity center and outside of the designated Coastal High Hazard Area (CHHA) thereby making this a suitable location for concentrations of new populations.*

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.

*LOS impact analysis concludes that the proposed FLUM amendment and concurrent rezoning will not have a significant impact on the City's adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management. Upon application for site plan review, or development permits, a concurrency review will be completed to determine whether the proposed development may proceed.*

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;
2. preservation of significant historic, environmental, and archaeological areas;
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;"
5. assuring the proper coordination, programming, and timing of City services concurrent with the needs of new development;
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.

*The proposed amendment promotes the industrial portion of the Gateway by requiring 200,000 sf of industrial use to be constructed prior to or concurrently to the residential development. A traffic analysis is provided and indicates that the surrounding road network has adequate capacity to accommodate the trips generated by the 500 units of multifamily and proposed 1,000,000 sf of industrial use on the remaining property.*

*There is adequate capacity for the public facilities and services. The applicant is requesting residential development to provide housing opportunities within the Gateway employment area and within close proximity to employers.*

LU19.3 The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.

*The residential development will minimize travel requirements with the location in the Gateway Employment Center. There are currently 60,000 jobs in Gateway and the applicant indicates that 3,300 jobs will result from the industrial use. PSTA has two routes adjacent to the subject parcel: Route 74 with 20-minute peak service on Gandy Boulevard; and Route 11 with 60-minute peak service on 28<sup>th</sup> Street north of Gateway Centre Parkway. Additional details relating to mobility, transit, and complete streets are included below.*

LU20.2 The Future Land Use Element of the St. Petersburg Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan, including the categories, rules, policies, and procedures thereof.

*The subject property includes a map amendment request to the City's Future Land Use Map and Official Zoning Map. The existing Countywide Map category is Activity Center and requires no change. The local map amendments, if approved, will be consistent with the existing Countywide Map and rules.*

- LU23.1 The City's development review policies and procedures shall continue to integrate land use and transportation planning so that land development patterns support mobility choices and reduced trip lengths.

*The proposal to integrate multifamily development along frontage of Gandy Boulevard, a Future Major Street, shows the growing synergy between land use and transportation policies.*

- CM10B The City shall direct population concentrations away from known or predicted coastal high hazard areas consistent with the goals, objectives, and policies of the Future Land Use Element.

*The amendment area is located outside of the Coastal High Hazard Area (CHHA) thereby making this a suitable location for concentrations of new population.*

- H3.2 Distribute publicly assisted housing equitably throughout the City to provide for a wide variety of neighborhood settings for extremely low, very low, low, and moderate income persons and to avoid undue concentrations in single neighborhoods.

*The proposed amendments will allow for multifamily development and includes a minimum of 20% workforce housing following the provision of City Code Chapter 17.5. The location is geographically equitable.*

- H3.8 All residential districts designated by the land use plan and zoning map shall permit development of affordable housing for extremely low, very low, low, and moderate income households, preferably in developments containing units affordable to a range of income groups.

*The proposed multifamily development will include a minimum of 20% workforce housing units.*

- H13.5 The City's LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations.

*The proposed amendments will allow high density multifamily units, including a minimum 20% workforce housing units, within the Gateway Employment Center. The amendment area is currently serviced by two PSTA bus routes located on Gandy Boulevard and 28<sup>th</sup> Street.*

- H13.6 The City shall encourage higher density development in its Planned Redevelopment future land use map categories through implementation of the LDRs. This type of development will help reduce GHG (Greenhouse Gas Emissions) and minimize carbon footprints.

*The proposed amendment will allow 27.92 units/acre of residential, allowing a higher density within the Planned Redevelopment category and minimize travel requirements within the Gateway Employment Center. All LDR requirements will be followed.*

- T1.6 The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.

*The amendment area proposes high density (27.92 units/acre) multifamily development with 1,000,000 sf of industrial uses on the remainder parent parcel. It is located within the Gateway Regional Activity Center and the Target Employment Center Overlay and is supported by PSTA bus routes along Gandy Boulevard and 28<sup>th</sup> Street. The Gateway Master Plan includes a mobility plan that includes a proposed circulator network within the Gateway area and includes a stop at 28<sup>th</sup> Street adjacent to the subject property. A circulator network is a form of transit, usually in the form of a bus or transit that runs on demand or on a flexible route connecting job centers and places of interest with parking and transit resources. In addition, the Complete Streets Implementation Plan includes future trail facilities along Gandy Boulevard and 28<sup>th</sup> Street along the subject parcel. In May 2021, the 28<sup>th</sup> Street Trail project from 30<sup>th</sup> Avenue North to Roosevelt Boulevard, a priority project identified in the Advantage Pinellas Active Transportation Plan, was added as priority project number eight to the Forward Pinellas Unfunded Multimodal Transportation Priority Projects list. Development of the site would require a 6-foot wide sidewalk since 28<sup>th</sup> Street is a collector. The applicant would also receive a reduction in multimodal impact fees if they were to build a sidewalk that is wider than six feet or a trail. The trail is for both pedestrians and bicyclists.*

- T13.2 The City shall include criteria in the FLUM amendment process in the Land Development Regulations to give additional weight to amendments that increase densities for projects that are located in close proximity to Activity Centers or along corridors where transit or facilities for high occupant vehicles exist, where compatible with the policies established in the Land Use Element.

*The amendment area is located within the Gateway Regional Activity Center and Target Employment Center. The amendment area is proposing 500 multifamily units (27.92 units/acre). It is located along Gandy Boulevard and 28<sup>th</sup> Street where the PSTA currently has two transit routes.*

The following policies require further consideration of their consistency to the proposed amendments and Development Agreement. Whereas the intent of these policies is historically to protect single-family residential and low-density, multi-family residential uses from encroaching nuisances generated by new industrial uses, the opposite is true here where high-density, multi-family residential is being introduced next to *existing* and proposed industrial uses. The applicant has agreed that no loading or manufacturing will be adjacent to the Residential and has agreed to provide 25 feet vegetation buffers between the Residential and the adjacent industrial uses and major transportation corridors (Gandy Boulevard and I-275). In addition, the Development Agreement provides for a noise study for the residential to determine if additional noise mitigation is needed. Based on the vegetation buffers and provision of a noise study, Staff finds the overall request consistent to the following Policies:

- LU3.4 The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

*There is some compatible land use transition to the west that includes multifamily. The addition of multifamily creates a larger residential node within the Gateway area. However, industrial uses are planned to the north and major traffic roadways are adjacent to the amendment area to the south and east. Buffering will be needed to provide compatibility to the future planned industrial to the north on the parent parcel. The applicant has included a requirement in the Development Agreement that the residential development will have 25 feet vegetative buffers adjacent to the interstate and Gandy Boulevard and from the future industrial to the north, providing both visual and noise buffers.*

- LU3.8 The City shall protect existing and future residential uses from incompatible uses, noise, traffic, and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.

*There is some compatible land use transition to the west that includes multifamily. However, industrial uses are planned to the north and major traffic roadways are adjacent to the amendment area to the south and east. Buffering will be needed to provide compatibility to the future planned industrial to the north on the parent parcel. The applicant has included a requirement in the Development Agreement that the residential development will be buffered from the noise from the adjacent interstate and Gandy Boulevard and from the future industrial to the north with a 25 feet vegetated buffer. In addition, a noise mitigation study will be provided for the residential development to determine if additional mitigation is needed.*

- LU3.9 Residential uses along the interstate and other major transportation corridors should incorporate proper buffering from highway and transit noise and pollution.

*The amendment area is proposing multifamily along two major transportation corridors, Gandy Boulevard and I-275. The residential development should be protected from the noise and any pollutants from the adjacent interstate and arterial roadway. The Staff is providing recommendations for buffers to be included in the Development Agreement.*

The following policy was found not consistent with the proposed amendments and Development Agreement:

- LU3.21 The City shall continue to expand the acreage available for industrial development in appropriate locations provided such expansion is supported by current and likely long term market conditions.

*The amendment area includes 17.91 acres of Industrial Limited (IL) and it is proposed for multifamily. This includes a loss of 17.91 acres of industrial land.*

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

There are no environmentally sensitive lands on the subject 17.91 acres.

There are two Preservation areas on the larger parent tract which will be maintained in a natural condition. There is a grass drainage conveyance channel along the eastern side of the property that drains into a channel at the southern portion of the property. This channel is drained using two 4 ft x 6 ft concrete pipes under Gandy Boulevard to an outfall of Turner Creek Channel. The proposed amendment will not adversely affect any environmentally sensitive land or properties which are documented as habitat for listed species as defined by the conservation element of the Comprehensive Plan.

**3. Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units.**

The population density has been calculated to reflect: 1. the requested 500 multi-family units as proposed in the Development Agreement, and 2. the maximum allowed by the Planned Redevelopment-Commercial (PR-C) land use designation which allows for a significantly higher amount of development. Because the Development Agreement is only effective for 15 years and can be terminated, there is the potential for the maximum development to occur on the 17.91 acres. Therefore, the proposed changes in density will be provided for the proposed 500 units and for the maximum development as allowed by the Planned Redevelopment-Commercial designation.

The current Industrial Limited (IL) Future Land Use designation does not allow for residential development. The proposed Planned Redevelopment-Commercial (PR-C) and CCS-2, as it applies to the entire 17.91 acre site, allows for 60 units/acre with an additional 15 units/acre for workforce housing for a total of 75 units/acre (1,343 units) including the workforce housing bonus units. Assuming 1.5 people per multi-family unit, the current buildout population is estimated to be 2,014 people.

For the proposed 500 units as requested in the Development Agreement, as it applies to the entire 17.91 acre site, and assuming 1.5 people per multi-family unit, the current buildout population is estimated to be 750 people.

As part of the ongoing StPete2050 visioning initiative, a market assessment was recently completed to help identify projected 2050 population growth and growth potential by land use type over the next 30 years. In the last five (5) years, the City's population increased by 16,985 persons, with an annual percent increase of 1.3%. The assessment also found an annualized (per year) demand for new development between 1,035 (low growth scenario) and 1,550 (high growth scenario) residential units. Large, consolidated lots are helping the community address a growing need for more affordable housing. Each of these opportunities must be considered in accordance with the City's Comprehensive Plan and Land Development Regulations, which is the purpose of this review and analysis.

The 500 multifamily units (27.92 units/acre) as addressed in the Development Agreement is below the projected density buildout and proposed growth in the City. A development buildout which projects 75 units/acre would be within the City's annual high growth projections.

**4. Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS.**

The following LOS impact analysis concludes that the proposed FLUM amendment and concurrent rezoning will not have a significant impact on the City's adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management. Upon application for site plan review, or development permits, a concurrency review will be completed to determine whether the proposed development may proceed. The property owner must comply with all laws and ordinances in effect at the time development permits are requested.

### **POTABLE WATER**

Under the existing inter-local agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1<sup>st</sup> of each year the anticipated water demand for the following year. TBW is contractually obligated to meet the City's and other member government's water supply needs. The City's adopted LOS standard is 125 gallons per capita per day (gpcd), while the actual current usage equates to approximately 78 gpcd. The City's overall potable water demand is approximately 28 million gallons per day (mgd), while the systemwide capacity is 68 mgd. With approximately 41% available capacity systemwide, there is excess water capacity to serve the amendment area.

Based on the highest residential development potential for the PR-C designation and estimated population 2,014 person, at the LOS rate of 125 gpcd, the peak potable water demand for the subject property is 251,750 gpd or 0.252 mgd. This would raise the potable water demand for the City up to 28.252 mgd, while the systemwide capacity is 68 mgd.

Based on the Development Agreement development of 500 units and an estimated population of 750 persons, the peak potable water demand for the development is 93,750 gpd or 0.094 mgd. This would raise the potable water demand for the City up to 28.094 mgd, while the systemwide capacity is 68 mgd. Therefore, there is adequate water capacity to service the amendment area at both the maximum buildout and requested 500 units.

### **SANITARY SEWER**

The subject property is served by the Northeast Water Reclamation Facility, which presently has an estimated excess average daily capacity of 8.03 mgd. The estimate is based on permit capacity of 16 mgd and a calendar year 2019 daily average flow of 7.97 mgd. With approximately 50% available capacity, there is excess average daily capacity to serve the amendment area.

Based on the highest residential development potential for the PR-C designation and an estimated population increase of 2,014 people, at the LOS rate of 170 gpcd, the peak sanitary sewer demand for the subject property is 342,380 gpd or 0.342 mgd. This would raise the daily average flow for the City up to 8.312 mgd while the systemwide capacity is 16 mgd.

Based on the Development Agreement development of 500 units and an estimated population of 750 persons, the peak sanitary sewer demand for the development is 127,500 gpd or 0.128 mgd. This would raise the sanitary sewer demand for the City up to 8.098 mgd, while the systemwide capacity is 16 mgd. Therefore, there is adequate sanitary sewer capacity to service the amendment area at both the maximum buildout and requested 500 units.

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

would decrease the peak flow to the WRFs. The City remains committed to spending approximately \$16 million a year in continued infill and infiltration reduction.

The City is also fully committed to completing the Integrated Water Resources Master Plan, which incorporates growth projections and outlines the required system and network improvements to maintain LOS.

### **SOLID WASTE/SANITATION**

Solid waste collection is the responsibility of the City, while solid waste disposal is the responsibility of Pinellas County. The City and the County have the same designated LOS of 1.3 tons per person per year. The County currently receives and disposes of municipal solid waste generated throughout Pinellas County. All solid waste disposed of at Pinellas County Solid Waste is recycled, combusted, or buried at the Bridgeway Acres sanitary landfill. The City and County's commitment to recycling and waste reduction programs have assisted in keeping down the actual demand for solid waste disposal, which continues to extend the life span of Bridgeway Acres Sanitary Landfill. The landfill is expected to remain in use for approximately 79 years, based on current design (grading) and disposal rates. Thus, there is excess solid waste capacity to serve the amendment area.

In calendar year 2019, the City's collection demand for solid waste service was approximately 1.05 tons per person per year. Based on the maximum residential development allowed by the PR-C designation and a potential population increase of 2,014 people, with a LOS rate of 1.3 tons per person per year, the peak solid waste generation rate for the subject property is 2,618.2 tons per year.

Based on the Development Agreement request of 500 units, the maximum residential development potential for the subject property and a population increase of 750 people, with a LOS rate of 1.3 tons per person per year, the peak solid waste generation rate for the subject property is 975 tons per year. Based on these rates, there is excess solid waste capacity to service the amendment area.

### **TRAFFIC**

#### Existing Conditions

The subject property has access to 28<sup>th</sup> Street North. Twenty-eighth Street North is a four-lane, divided road that is classified as a collector and maintained by Pinellas County.

While the City no longer has a level of service (LOS) standard for roadway capacity, the proposed amendment is not expected to significantly degrade existing levels of service on 28<sup>th</sup> Street. According to the Forward Pinellas' 2020 LOS Report, the average annual daily traffic on 28<sup>th</sup> Street from 118<sup>th</sup> Avenue North to the Gandy Boulevard frontage road was 8,145 vehicles per day in 2019. The traffic volume was 774 in the p.m. peak hour. This segment of 28<sup>th</sup> Street has a significant amount of spare capacity available for carrying additional vehicular trips because of its relatively low traffic, four travel lanes, and only one traffic signal, which is located at the northern terminus. Based on the FDOT's generalized service volume tables published in 2020, the maximum service volume for a four-lane divided signalized arterial road with a speed limit of 40 m.p.h. or higher is 3,222 vehicles during the p.m. peak hour. The volume-to-capacity ratio for 28<sup>th</sup> Street is 0.24, or 24% in percentage terms. The amount of additional traffic that 28<sup>th</sup> Street could carry before reaching its maximum capacity in the p.m. peak hour is 2,448 vehicles. The roadway level of service is "C." Roadway level of service is divided into six letter grades, "A" through "F," with "A" having free flow conditions for motorists and "F" having heavy traffic congestion.

#### Trip Generation

The amendment area is proposed to be developed with 500 multifamily units and 1,000,000 square feet of industrial land use. The Transportation and Parking Management Department staff utilized trip generation data in the Institute of Transportation Engineer's (ITE') "Trip Generation Manual"



(10<sup>th</sup> Edition) to determine the potential trip generation of the proposed development. The Transportation and Parking Management Department staff estimated that a 500-unit, low-rise multifamily development would generate 247 p.m. peak hour trips and a 1,000,000 s.f. general light industrial development would generate 353 p.m. peak hour trips, for a total of 600 p.m. peak hour trips.

The Transportation Department staff also analyzed the potential traffic impact from the maximum build out of the site under four development scenarios: low-rise multifamily, low-rise multifamily with workforce housing, general light industrial, and general office. The estimated number of p.m. peak hour trips from these four development scenarios is as follows:

- The maximum build out for low-rise multifamily would be 987 units, which would generate an estimated 503 p.m. peak hour trips.
- The maximum build out for low-rise multifamily with workforce housing would be 1074 units, which would generate an estimated 545 p.m. peak hour trips.
- The maximum build out for general light industrial would be 976,833 square feet, which would generate an estimated 397 p.m. peak hour trips.
- The maximum build out for general office would be 976,833 square feet, which would generate an estimated 1,058 p.m. peak hour trips.

As stated earlier, the amount of additional traffic that 28<sup>th</sup> Street could carry before being at its maximum capacity in the p.m. peak hour is 2,448 vehicles. The proposed development and four maximum build-out scenarios are not anticipated to generate this amount of traffic. While the capacity of 28<sup>th</sup> Street is the same north and south of the site, it should be noted that it is highly unlikely that all of the trips entering or exiting the site will come from or go to the north, or all come from or go to the south. For example, if the p.m. peak hour trips from the general office scenario are divided equally between the south and north, 529 trips would enter from or exit to the north and 529 trip would enter from or exit to the south.

## **TRANSIT**

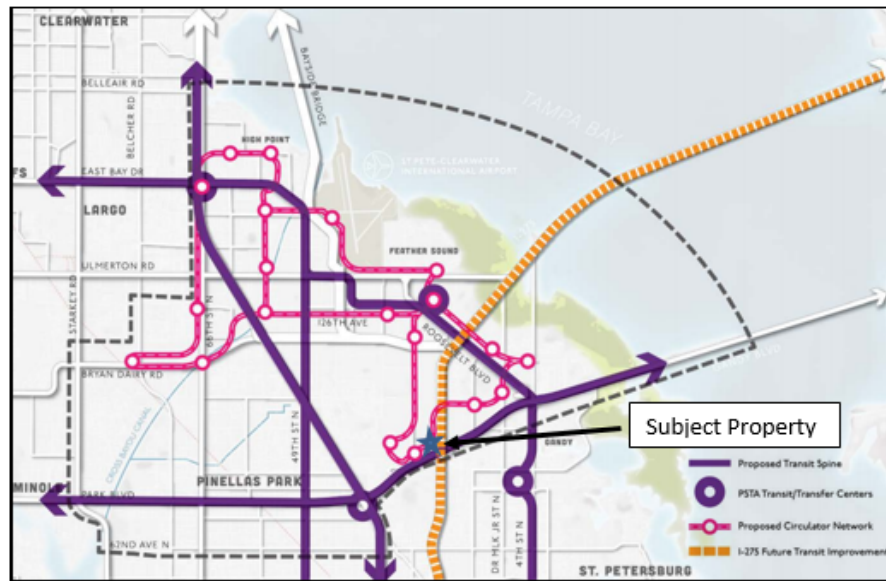
The Citywide LOS for mass transit will not be affected. PSTA has two routes near the subject parcel:

- Route 74 with 20-minute peak service on Gandy Boulevard; and
- Route 11 with 60-minute peak service on 28<sup>th</sup> Street north of Gateway Centre Parkway.

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

In addition, the Gateway Master Plan includes a mobility plan. The mobility plan includes a proposed circulator network that is shown within the Gateway area and includes a stop at 28<sup>th</sup> Street and the subject property. A circulator network is a form of transit, usually in the form of a bus or transit vat that runs on demand or a flexible route connecting job centers and places of interest with parking and transit resources. With large distances between activity nodes and transit hubs, the mobility plan for

the Gateway will need to ensure that First/Last mile connections are available to support transit usage and incorporate technological advancements. These First/Last mile solutions can connect users with current PSTA routes as well as future intermodal developments.



The Gateway Master Plan: Premium Transit and Providing First and Last Mile Solutions

## COMPLETE STREETS

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

### Pedestrian Network

There is an isolated sidewalk section along the western side of 28<sup>th</sup> Street, extending roughly 575 feet north from Grand Avenue. There are no existing sidewalk facilities along the eastern side of 28<sup>th</sup> Street. The Complete Streets Implementation Plan includes future trail facilities along Gandy Boulevard and 28<sup>th</sup> Street along the subject parcel. In May 2021, the 28<sup>th</sup> Street Trail project from 30<sup>th</sup> Avenue North to Roosevelt Boulevard, a priority project identified in the Advantage Pinellas Active Transportation Plan, was added as priority project number eight to the Forward Pinellas Unfunded Multimodal Transportation Priority Projects list. Development of the site would require a 6-foot wide sidewalk since 28<sup>th</sup> Street is a collector. The applicant would also receive a reduction in multimodal impact fees if they were to build a sidewalk that is wider than 6 feet or a trail.

### Bicycle Network

There are no existing on-street bicycle facilities on Gandy Boulevard or 28<sup>th</sup> Street along the subject parcel. As noted in the pedestrian network section, a trail is planned for 28<sup>th</sup> Street North. The trail would serve both pedestrians and bicyclists.

### Neighborhood Traffic Plan

The subject parcel is not located within a Neighborhood Traffic Plan.

## RECREATION

The City's adopted LOS for recreation and open space is 9 acres/1,000 population, the actual LOS City-wide is estimated to be 19.8 acres/1,000 population. Based on the highest PR-C residential development and a potential population increase of 2,014 people, with a LOS rate of 9 acres/1,000

permanent and seasonal residents, the City would have 19.63 acres/1,000 permanent and seasonal residents.

Based on the proposed 500 multifamily units and a potential increase of 750 people, with a LOS rate of 9 acres/1,000 permanent and seasonal residents, the City would have 19.72 acres/1,000 population of permanent and seasonal residents. If approved, there will be no noticeable impact on the adopted LOS standard for recreation and open space.

### **STORMWATER MANAGEMENT/DRAINAGE**

The level of service standard for drainage is implemented by the City through the review of drainage plans for new development and redevelopment. Prior to development of the subject property, site plan approval will be required. At that time, City Code and SWFWMD site requirements for stormwater management criteria will be implemented. The City is currently updating its' Stormwater Master Plan as part of the Integrated Water Resources Master Plan. While this update is consistent with the SWFWMD guidelines, it is enhanced as it takes into consideration sea level rise to identify projects to maintain LOS and enhance water quality. The City's Stormwater Design Standards are being updated to incorporate Low Impact Design (LID) to reduce stormwater runoff and increase water quality. Likewise, the City recently updated its' impervious service mapping throughout the City and will be working towards a credit-based stormwater rate system for commercial and residential properties who implement LID and rain harvesting elements.

The property is within the Riviera Bay, Middle Tampa Bay Watershed. There is a small retention pond on the southern end of the 17.91 acre property. There is also an outfall canal located on the southern end of the site that carries water through two (2) 4-ft x 6-ft drainage pipes under Gandy Boulevard to a natural ditch that outfalls into Turners Creek Channel and continues into Riviera Bay.

The Gateway Master Plan provides for the inclusion of eco-friendly and sustainable development. These efforts strive to quantify economic impacts of climate change and sustainability initiatives, encourage communities to incorporate green infrastructure or low impact development. The Gateway Plan recognizes the subject project in an area that is designated for Green Stormwater Infrastructure (GSI) based on the City's Integrated Sustainability Action Plan and the Integrated Water Resources Master Plan. Green infrastructure offers a series of effective and cost-efficient tools that use or mimic natural processes to provide important services that can position communities for a more resilient future. Green infrastructure functions at a variety of levels and can encompass interconnected networks of parks and green corridors that provide wildlife habitat, flood protection, cleaner air, and cleaner water.

### **5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions;**

The land area is both appropriate and adequate for the proposed 500-unit multifamily development for the site and the uses allowed within the proposed Planned Redevelopment-Commercial (PR-C) land use designation and CCS-2 zoning district. The property is located within Activity Center and Target Employment Center Overlays and continued mixed use development including residential, warehousing, commercial, office and manufacturing are expected to continue in the area.

### **6. The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties;**

There are limited large expanses of vacant land available for Industrial or Residential development in the City. However, the large vacant land is located within the Gateway area which is an Activity

Center and Target Employment Area. The contiguous land to the north, which is part of the parent property, is currently vacant with an Industrial Limited land use designation. Development of the multifamily is contingent on the development of 200,000 sf of industrial on the parent property. The land to the west, in Pinellas Park, is developed with multifamily and a governmental facility (US Army Reserves Medical Command). To the south is warehousing, and to the east is the I-275/Gandy Boulevard interchange. The surrounding land use includes Residential Office General (ROG) and Industrial Limited (IL) to the east in Pinellas Park, Industrial Limited (IL) to the north and Industrial Limited to the south within the Pinellas Park city limits. The surrounding zoning includes Multifamily Residential/Commercial (R-6) and Light Industrial (M-1) to the west (Pinellas Park), Employment Center (EC-1) to the north, and Light Industrial to the south across Gandy Blvd in Pinellas Park. The land is currently under-utilized and if approved can provide for the development within the requirements of the Planned Redevelopment-Commercial (PR-C) land use designation and CCS-2 zoning designation. This property is suitable for the proposed land use designation of Planned Redevelopment-Commercial (PR-C).

**7. Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity;**

The property is located in the Gateway and is designated as an Activity Center and Target Employment Center Overlay. The requested Planned Redevelopment-Commercial (PR-C) land use designation is consistent with the surrounding established land use to the west in Pinellas Park with multifamily along Gandy Boulevard and light industrial behind the multifamily.

While the proposed change is consistent with the established land use pattern of the area, there are questions concerning the compatibility of residential with industrial uses especially when the uses are light manufacturing/assembly and may have noise, solid waste, air quality emission standards, unusual hours of operation, traffic, parking, loading and storage issues. Because of these potential issues between uses, the applicant has included a vegetative buffer between the residential and industrial use and the provision of a noise mitigation study to determine whether additional buffering or additional corrections are needed to protect the residential use from potential noise.

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

The purpose of the proposed land use category change to Planned Redevelopment-Commercial (PR-C) is to allow Residential development to address housing needs for the Employment Center and to provide workforce housing to employees at various affordability levels for the consistency with the Future Land Use Map and to allow for development to occur in an area of the City that is designated with an Activity Center Overlay and recognized as a Target Employment Center. While there is multifamily along Gandy Boulevard to the west of the property, this would continue that use along Gandy Boulevard to the Interstate providing a barrier from further residential development to the east. However, the placement of Residential adjacent to industrial uses should be done with caution when the specific uses are unknown. While any industrial uses, building types or development must comply with all applicable requirements of the Code and state or federal law, including noise, vibration, smoke and other particulate matter, odorous matter hazardous or noxious mater and radiation hazards, the Development Agreement includes language addressing the provision of a noise mitigation study for the residential property in order to address and mitigate any potential incompatibilities. In addition, the applicant is providing vegetative buffers to mitigate views, noise and harmful pollutants emitted from vehicular traffic due to the proximity to the Interstate-275 and Gandy Boulevard.

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

Not applicable.

**10. Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or coastal high hazard areas as identified in the coastal management element of the Comprehensive Plan;**

The subject amendment property has a small portion of land at the eastern edge along the I-275 right-of-way within the 100-year flood plain. This area is related to the ditches and canals that drain water off site. The property is located within the Hurricane Evacuation Level Zone C. The property is located outside the Coastal High Hazard Area.

**11. Other pertinent facts.**

The applicant has provided the following pertinent facts:

The Developer is proposing to develop the Property with a substantial number of multifamily units (500 units), including workforce housing, with a large industrial project. The development cannot occur without the proposed amendments.

Additionally, the proposed development agreement commits the Developer to construct at least 200,000 sf of industrial uses prior to or concurrently with any multifamily uses and provide at least 20% of the multifamily units as workforce housing.

These requirements to provide employment generating industrial uses and workforce housing units further support the proposed amendments' consistency with provisions in the Comprehensive Plan and Code regarding the addition of affordable housing and the protection of industrial lands.

**CONSISTENCY WITH THE COUNTYWIDE PLAN:**

The subject property is categorized on the Countywide Plan Map as Activity Center (AC). This plan category is intended to recognize those areas of the county within each local government jurisdiction that have been identified and planned for a special manner based on the location, intended use, appropriate density/intensity, and planning considerations. The category is to recognize centers of business, public, and residential activity. Activity Centers are designed at a size and scale that allows for internal circulation by pedestrians, bicyclists and transit users and encompass areas developed within ¼ to ½ mile to a hub served by transit. The proposed land use designation is consistent to the Countywide Plan Map designation of Activity Center.

**ZONING MAP AMENDMENT**

The Proposed CCS-2 zoning designation is compatible to the PR-C land Use Designation. The CCS-2 zoning designation allows single family, multifamily, assisted living facilities, community homes, hotels, nursing homes, pet care centers, banks, drive-thru, drug stores, gas stations, indoor vehicle sales, microbrewery, motor vehicle service and repair, office, medical office, veterinary office, outdoor sales, restaurant and bar, retail sales and service, service fleet based, service office, studio, construction establishment, manufacturing, assembly and processing, service or fraternal club, commercial recreation, golf course, health club, motion picture theater/cinema, museum, park, child care facility, funeral home,

government use, hospital, house of worship, library, meeting hall and community assembly, schools, and parking.

It is the purpose of the CCS-2 district to generally allow one-story to four-story development containing mixed uses of regional interest in conjunction with residential, multifamily units or structures. Additional building height and density is possible within primary and secondary activity centers. Additional density is possible when workforce housing is provided. The CCS-2 district allows up to 60 units/acre in an Activity Center and an additional 15 bonus units/acre for workforce housing units in an Activity Center. The maximum floor area ratio for nonresidential is 1.62 in an Activity Center and the maximum impervious surface ratio (ISR) is 0.9.

**DEVELOPMENT AGREEMENTS**

The Development Agreement entered into by and between Jabil Circuit, Inc. and the City of St Petersburg on October 1, 2010, is proposed to be terminated. The Development Agreement relates to the proposed development and the conditions of development of the 93.38 acres of land located in the northwest corner of the Gandy Boulevard and Interstate-275 interchange.

In addition, a proposed new Development Agreement is summarized for the entire balance of the subject property 93.38 acre property as follows:

1. Development under the requested CCS-2 designation of 500 multifamily residential dwelling units (a density of 27.92 units per acre) on the CCS-2 amendment area, and 1,000,000 sf of industrial uses (an intensity of 0.375 FAR) on the EC-1 portion of the property as allowed by the Land Development Regulations (LDRs) and Comprehensive Plan.
2. A Certificate of Completion (CC) for the shell of at least 200,000 sf of industrial uses shall be obtained prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multifamily building on the CCS-2 portion of the property; and,
3. A minimum of 20% of the multifamily residential being workforce housing units and meet the requirements of City Code Chapter 17.5.

Both the aforementioned Development Agreements are provided in the Attachments.

**PUBLIC NOTICE and COMMENTS**

***Public Notice***

The applicant has met the minimum notification requirements prescribed by City Code Chapter 16.

- May 4, 2021: Pursuant to City Code, the applicant sent a “Notice of Intent to File” to the Council of Neighborhood Associations (“CONA”) and the Federation of Inner-City Organizations (“FICO”). There is no applicable neighborhood association.
- May 14, 2021: The City’s Urban Planning and Historic Preservation Division (“Division”) received an application for processing.

- June 16, 2021: An email notification and the submitted application was sent by the Division to CONA, the City of Pinellas Park Community Development Dept, Pinellas County Department of Housing and Community Development and Pinellas County School Board confirming receipt.
- June 28, 2021: Public notification signs were posted on the subject property.
- June 28, 2021: Public notification letters were sent by direct mail to neighboring property owners within 300-linear feet of the subject property. Additional letters of notification were sent to CONA, FICO, City of Pinellas Park, Pinellas County, and the Pinellas County School Board.
- July 26, 2021: Public notification letters were sent by direct mail to neighboring property owners within 300-linear feet of the subject property. Additional letters of notification were sent to CONA, FICO, City of Pinellas Park, Pinellas County, and the Pinellas County School Board.
- July 26, 2021: Public notification signs were posted on the subject property.

**Public Comments**

To date, there have been no public comments.

**PUBLIC HEARING PROCESS**

The proposed ordinance associated with the Future Land Use Map and Official Zoning Map amendment requires one (1) public hearing with the Community Planning & Preservation Commission (CPPC), one (1) public hearing with City Council.

**SUMMARY**

This report reviews and analyzes four (4) requests from the applicant:

1. An amendment to the Future Land Use Map from IL (Industrial Limited) to PR-C (Planned Redevelopment - Commercial) for the 17.91 acre property.
2. An amendment to the Official Zoning Map from EC-1 (Employment Center) to CCS-2 (Corridor Commercial Suburban) for the 17.91 acre property (the existing Gateway Activity Center Overlay and Target Employment Center Overlay remain unchanged).
3. The termination of the existing Development Agreement for the parent parcel (93.38 acres) entered into by and between Jabil Circuit, Inc. and the City of St Petersburg on October 1, 2010.
4. Approval of a new Development Agreement for the parent parcel of 93.38 acres which includes:
  - Development under the requested CCS-2 designation of 500 multifamily residential dwelling units (a density of 27.92 units per acre) on the CCS-2 amendment area, and 1,000,000 sf of industrial uses (an intensity of 0.375 FAR) on the EC-1 portion of the property as allowed by the Land Development Regulations (LDRs) and Comprehensive Plan.
  - A Certificate of Completion (CC) for the shell of at least 200,000 sf of industrial uses shall be obtained prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multifamily building on the CCS-2 portion of the property.
  - A minimum of 20% of the multifamily residential being workforce housing units and meet the requirements of City Code Chapter 17.5.

The Staff analysis is to determine whether the proposed Amendments and Development Agreement are consistent to the requirements of the Comprehensive Plan. Based on the Staff’s evaluation, it is found to be consistent to the Comprehensive Plan in the review of the Utilities Element, Housing Element, and Transportation Element. The proposed requests are consistent with most of the policies in the Land Use Element especially those policies addressing economic growth, concentrated growth in Activity Centers,

housing opportunities for workforce housing, changes to underutilized properties, provision for housing opportunities, meets public utilities adopted Levels of Service, supports development in the Gateway Activity Center, minimalization of travel requirements, and integrates land use and transportation planning for areawide mobility, and consistency with the Countywide Plan. The existing Gateway Activity Center Overlay and the Target Employment Center Overlay will remain unchanged. The Policy that was found to be inconsistent with the proposed Amendments and Development Agreement focuses on the expansion of industrial acreage in appropriate locations.

While there are many policies that are consistent to the Comprehensive plan, Staff has concerns about the compatibility of the Residential adjacent to the Industrial use and major transportation corridors. However, in order to protect the renters/owners of the Residential, the applicant has included two (2) vegetation buffers, one between the Residential and major transportation corridors (Interstate 275 and Gandy Boulevard) and the second between Residential and Industrial, and a noise mitigation study requirement has been included in the Development Agreement.

Based upon the analysis contained in this report, City staff finds that the proposed Future Land Use and Official Zoning Map amendments are consistent with the Comprehensive Plan.

**RECOMMENDATION**

Staff recommends that the Community Planning and Preservation Commission (CPPC), in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend the following to City Council:

1. **APPROVAL** of the termination of the existing Development Agreement for the parent parcel.
2. **APPROVAL** of the Comprehensive Plan Future Land Use Map and Official Zoning Map amendments and **APPROVAL** of the new Development Agreement.

**ATTACHMENTS**

1. Existing Development Agreement
2. Termination of Existing Development Agreement
3. Proposed Development Agreement
4. Maps
5. Application





# **ATTACHMENT NO. 1**

## **Existing Development Agreement**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 15<sup>th</sup> day of OCTOBER 2010, by and between JABIL CIRCUIT, INC., a Delaware Corporation, whose mailing address is 10560 Dr. Martin Luther King, Jr. Street North, St. Petersburg, Florida 33716 (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 is the fee simple title owner of approximately ninety-four (94) 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, approximately eighty-one (81) acres of the Property is zoned "Employment Center" and has an Industrial Limited comprehensive land use designation and approximately thirteen (13) acres of the Property is zoned "Preservation" and has a "Preservation" comprehensive land use designation; and

WHEREAS, the Developer recognizes that, pursuant to City Code Section 16.20.160, there are no permitted uses other than preservation allowed in areas zoned "Preservation," and the Developer agrees to maintain the portions of the Property zoned "Preservation" in a viable natural condition in accordance with the provisions of Section 16.20.160; and

WHEREAS, the Developer proposes to construct and operate on the portion of the Property zoned "Employment Center" a mixed use development to be known as "Gateway Centre St. Petersburg," including approximately four hundred and fifty thousand (450,000) square feet of office space, approximately five hundred thousand (500,000) square feet of light industrial use, and approximately fifty thousand (50,000) square feet of retail; and

WHEREAS, the Property to be developed as Gateway Centre St. Petersburg is located in the Gateway Primary Activity Center; and

WHEREAS, on December 3, 2008, the City's Development Review Commission ("DRC") approved a site plan (Case No. 08-31000049) presented by the Developer for development of a portion of Gateway Centre St. Petersburg, subject to the conditions and revisions stated in the DRC's Letter of Approval dated December 10, 2008, and the Staff Report attached to that Letter; and

WHEREAS, this Agreement contemplates a greater maximum intensity of development than was contemplated by the site plan (Case No. 08-31000049) approved by the DRC in December 2008 and, before development may proceed under this Agreement, the Developer will be required to submit an updated site plan, which will be subject to the City's site plan review process; and

WHEREAS, due to changes in the economy and the Growth Management Act for the State of Florida, 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, the proposed development of the Property no longer meets the threshold of a Development of Regional Impact ("DRI"); and

WHEREAS, the City agrees Developer's request to rescind the DRI Development Order for the Gateway Centre St. Petersburg must be approved by the City Council before this Agreement will become effective; 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 LDRs; and

WHEREAS, the City is authorized by the Act and the City's Land Development Regulations ("LDRs") to enter into a Development Agreement; and

WHEREAS, the Developer acknowledges that the requirements and conditions of this Agreement result from the impacts of Gateway Centre St. Petersburg 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, the first properly noticed public hearing on this Agreement was held by the Planning and Visioning Commission on August 10, 2010; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on August 26, 2010; 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 September 16, 2010; 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, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

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

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

"Florida Statutes" means all references herein to "Florida Statutes" are to Florida Statutes (2009), as amended from time to time.

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

"Project" means the proposed development to be known as "Gateway Centre St. Petersburg" 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 and shall forward a copy of the recorded Agreement to the Florida Department of Community Affairs ("DCA"). Thirty (30) days after receipt of the recorded Agreement by the DCA, this Agreement shall become effective (the "Effective Date").

4. Duration. The initial term of this Agreement shall be for 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, and Height.

(a) Permitted Development Uses and Height. Approximately eighty-one (81) acres of the Property is zoned "Employment Center" and has an Industrial Limited comprehensive land use designation and approximately thirteen (13) acres of the Property is zoned "Preservation" and has a "Preservation" 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 on the Property shall be four hundred and fifty thousand (450,000) square feet of office space, five hundred thousand (500,000) square feet of light industrial use, and fifty thousand (50,000) square feet of retail, or the equivalency thereof based on the Land Use Equivalency Matrix (the "Equivalency Matrix") attached hereto as Exhibit "B." Any site plan to develop the Property is subject to site plan review in accordance with then-existing procedures and requirements established by the City's LDRs.

(c) Master Plan. The Project shall be developed in accordance with the Gateway Centre St. Petersburg Master Plan (the "Master Plan"), which is attached hereto as Exhibit "C."

6. Required Mitigation of Transportation Impacts. Developer shall mitigate transportation impacts for the Project by selecting, at its sole option, one of the following two alternatives. The total proportionate share mitigation obligation for the Project is \$1,848,934.00, subject to subsection (c) of this Paragraph 6.

(a) Alternative #1. Developer shall pay the required proportionate share obligation of \$1,848,934.00 to the City prior to the issuance of the permit for a structure which is the first vertical construction for

the Project. This proportionate share payment shall fully satisfy all required proportionate share mitigation and shall be fully creditable against any and all required transportation impact fees.

(b) Alternative #2. Developer shall complete construction of the transportation improvements identified in Exhibit "D" prior to the issuance of the first certificate of occupancy for any structure on the Property. Upon completion of the transportation improvements identified in Exhibit "D," the Developer shall have no further proportionate share projects or costs and no further impact fees due under the law as it currently exists.

(c) Upon payment of the total required proportionate share identified in Alternative #1 or completion of the improvements identified in Alternative #2, the Project shall be fully mitigated and vested from all currently existing transportation obligations and transportation concurrency for the duration of this Agreement provided that the Project has been developed with a maximum intensity not to exceed four hundred and fifty thousand (450,000) square feet of office space, five hundred thousand (500,000) square feet of light industrial use, and fifty thousand (50,000) square feet of retail, or the equivalency thereof based on the Equivalency Matrix, as agreed upon in this Agreement. If this Agreement is amended to allow the Project to be developed with a greater maximum intensity, the total required proportionate share identified in Alternative #1 and the transportation mitigation measures in Alternative #2 may increase.

7. Public Facilities: Concurrency. The Project shall be required to meet all level of service standards in the City's Comprehensive Plan and all requirements of the City's concurrency management system. The following existing and needed public 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. A stormwater utility fee shall be assessed to the owner or owners of the Property or any portion thereof.

(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: As the proposed development uses do not include residential uses, it is not anticipated that the demand for library facilities and services will be impacted by the Project. Therefore, available facilities and service capacity already in place are 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 do not include residential uses, it is not 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 determination of adequacy of public facilities, including transportation facilities, to serve the proposed development shall be made in accordance with the City's Concurrency requirements in existence as of the date of this Agreement. The Parties agree that the Developer's mitigation of transportation impacts as required in Paragraph 6 of this Agreement shall be sufficient to fully satisfy transportation concurrency requirements for the Project.

(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.

8. Reservation or Dedication of Land. Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; and (c) subject to reasonable reservation and dedications during site plan review and approval.

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

- (a) Final site plan and, if applicable, special exception approval;
- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;
- (d) Certificates of Occupancy;
- (e) Certificates of Concurrency;
- (f) Subdivision approvals, if applicable;
- (g) Right-of-way utilization permits;
- (h) Any other development permits that may be required by City ordinances and regulations; and
- (i) Such other City, County, State or Federal permits as may be required by law.

10. Consistency with Comprehensive Plan. Development of the portion of the Property zoned "Employment Center" for the purposes allowed in that zoning district by City Code is consistent with the City's Comprehensive Plan. Maintenance in a viable natural condition of the portion of the Property zoned "Preservation" as required by the City Code is consistent with the City's Comprehensive Plan.

11. 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.

12. 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.

13. 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.

14. Concurrency and Comprehensive Plan Findings. Based 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 will be met for the Project. The City has found that the Project and this Agreement appear to be consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs.

15. Rescission of DRI Development Order. The Developer's request that the City rescind the DRI Development Order for the Project must be approved by the City Council before this Agreement shall become effective.

16. 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.

17. 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.

18. 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:** Jabil Circuit, Inc.  
10560 Dr. Martin Luther King, Jr. Street North  
St. Petersburg, Florida 33716  
Attention: Rick Swartz
- With a copy to:** Holland & Knight, LLP  
100 North Tampa Street, Suite 4100  
Tampa, Florida 33602  
Attention: James H. Shimberg, Jr.
- (b) **To the City:** City of St. Petersburg  
Planning and Economic Development Department  
Attention: David S. Goodwin, Director
- (Physical Address)  
Municipal Services Center  
One 4<sup>th</sup> 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: Erica K. Smith, Esq., Assistant City Attorney

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

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.



26. 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.

27. 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 revocation of this Agreement by the City Council in accordance with the Act or the City's LDRs; or

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

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

29. 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.

30. 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.

31. 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.

32. 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.

33. Cancellation. This Agreement shall become null and void as to any portion of the Property zoned

Employment Center at the time of execution of this Agreement if the Future Land Use designation of such Property or any portion thereof changes to any designation other than Industrial Limited or if the zoning of such Property or any portion thereof changes to any designation other than Employment Center. This Agreement shall become null and void as to any portion of the Property zoned Preservation at the time of execution of this Agreement if the Future Land Use designation of such Property or any portion thereof changes to any designation other than Preservation or if the zoning of such Property or any portion thereof changes to any designation other than Preservation.

34. 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.

35. 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.

36. 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.

37. 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 four hundred and fifty thousand (450,000) square feet of office space, five hundred thousand (500,000) square feet of light industrial use, and fifty thousand (50,000) square feet of retail, or the equivalency thereof based on the Equivalency Matrix, 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.

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

ATTEST:

*Eva Andujar*  
CITY CLERK

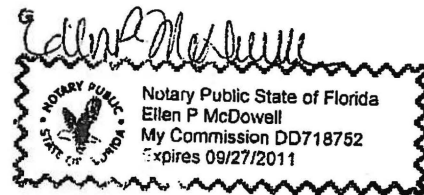
CITY  
CITY OF ST. PETERSBURG, FLORIDA

By: *Brian Job*  
As Its: Mayor

1st day of OCTOBER, 2010

Approved as to form and content

By Office of City Attorney  
*Erica K. Smith*



DEVELOPER

WITNESSES:

JABIL CIRCUIT, INC.,  
A DELAWARE CORPORATION

sign *Rahona Lee*  
print Rahona Lee  
sign *Simone M. Butts*  
print Simone M. Butts

By: *BA*  
print Forbes Alexander  
title CFO  
date Sept. 08, 2010

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1st day of October, 2010 by Bill Foster and Eva Andujar, to me known as the Mayor 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:

*See page 9*

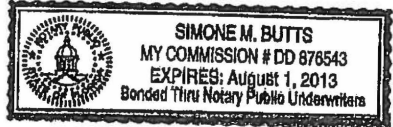
(SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2010, by Forbes Alexander on behalf of Jabil Circuit, Inc., a Delaware Corporation, who is personally known to me or produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

sign *Simone M. Butts*  
print Simone M. Butts  
State of Florida at Large  
My Commission Expires: August 1, 2013 *SNW*



(SEAL)

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

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

**EXHIBIT "B"**  
**LAND USE EQUIVALENCY MATRIX**

00127046

EQUIVALENCY MATRIX <sup>1</sup>

	To Lt. Industrial (1,000 sq. ft.)	To Office (1,000 sq. ft.)	To Retail (1,000 sq. ft.)
From Lt. Industrial	N/A	0.964	0.230
From Office	1.037	N/A	0.239
From Retail	4.348	4.192	N/A

<sup>1</sup> Use of this matrix shall be limited to the following minimums and maximums

Land Use  
Retail

Minimum  
0 s.f.

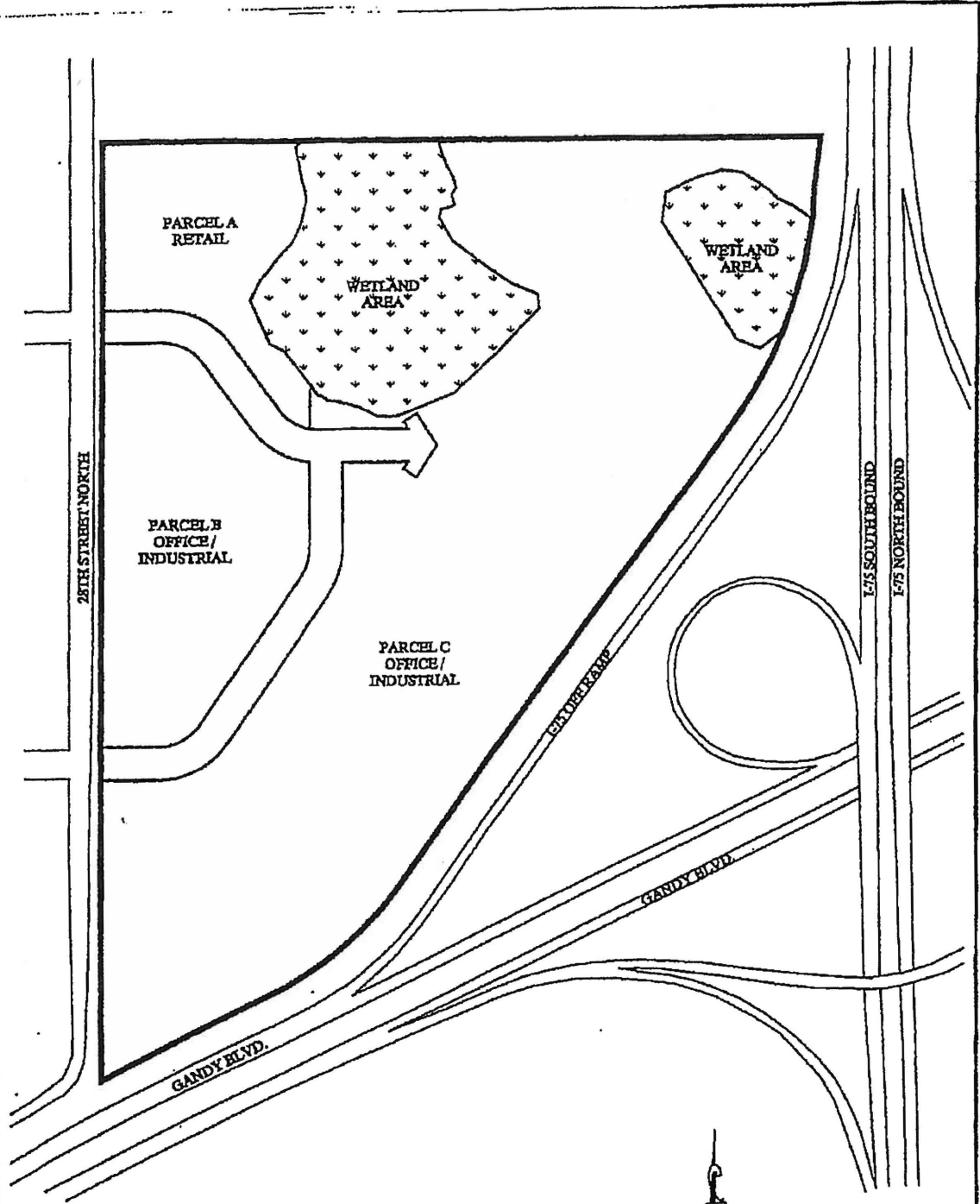
Maximum  
50,000 s.f.


**EXHIBIT "C"**

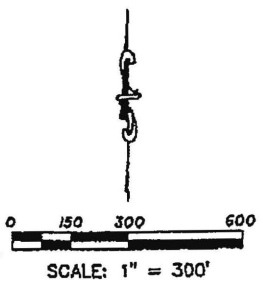
**GATEWAY CENTRE ST. PETERSBURG MASTER PLAN**

00127046

H:\PLANNING\projects\15895\000\000\MAP HWMP H.dwg, November 12, 2008 2:28 PM, CRH, King Engineering Associates Inc.  
 I am not responsible for any errors or omissions in this drawing. I warrant that the drawing was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Florida. I warrant that the drawing was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Florida. I warrant that the drawing was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Florida.



**LEGEND:**  
 — RETAIL  
 — OFFICE/INDUSTRIAL  
 WETLAND AREA



<b>GATEWAY CENTRE DRI</b> PINELLAS COUNTY, FLORIDA	Map 1	 <p> <b>King</b>          ENGINEERING ASSOCIATES, INC.          2011 Gandy Blvd., Suite 200          St. Petersburg, Florida 34708          Phone: (727) 321-1111          Fax: (727) 321-1112          Website: www.kingeng.com       </p>	JOB NO. 4389-000-000 DATE 09-05-2008 SCALE 1"=300'
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**EXHIBIT "D"**  
**TRANSPORTATION IMPROVEMENTS**

00127046

**ROADWAY IMPROVEMENTS/PROPORTIONATE SHARE CALCULATIONS (PRELIMINARY/SUBJECT TO CHANGE)**  
(Revised 11/24/09)

Intersection	Improvement	Project Traffic	Total Traffic	Before Imp. Capacity	After Imp. Capacity	Difference in Capacity	% Contribution	Per Item Cost	Prop Share Contribution
Gandy Boulevard & Grand Avenue/28th St N	Add 1 SBL turn lane (for total of 3 SBL's)	863	N/A	12,481	12,792	311	100.00%	\$473,647	\$473,647
	Add 1 EBL turn lane (for total of 3 EBL's)							\$473,647	\$473,647
Grand Avenue & Gateway Centre Parkway	Add 1 EBL turn lane (for total of 2 EBL's)	778	N/A	5,793	5,824	31	100.00%	\$473,647	\$473,647
Gateway Centre Blvd. & US 19	Add 1 WBR turn lane (for total of 2 WBR's)	309	N/A	4,876	5,597	721	42.86%	\$998,650	\$427,993
								<b>Total:</b>	<b>\$1,848,934</b>

**Notes:**

(1) District 7 June 2009 Transportation Costs were used.

(2) Mitigation items listed above are based on the transportation analysis submitted to date. The mitigation improvements identified above may be subject to change as the transportation analysis review is finalized and the revised development order is prepared. Improvements listed may be constructed or proportionate share payment may be made in lieu of construction of physical improvements.

(3) Proportionate share payments may be made by the Applicant or other available funding sources.

Improvement Description	Construction Subtotal	Total Project Cost	Total w/ROW
Project cost for 300-ft left turn lane:	\$95,263	\$154,802	\$269,118
Project cost for 300-ft right turn lane:	\$200,855	\$326,389	\$567,416
Project cost for adding 1 through lane on outside (to existing) with 5 ft sidewalk, and curb & gutter (1-mile)	\$3,128,918	\$5,084,492	\$8,839,194

*To obtain the total cost for each turn lane improvement, Right-of-way cost at a rate of 120% of the construction subtotal was added to the total project cost, which included Scope Contingency, Design and CEI costs.*

*\*Assumed turn lane length of 0.1-mile for above table. (Multiplied each cost by necessary length ratio)*

(4) Before and After improvement capacities were considered from Synchro software. The percent contribution for improvements was determined as project traffic divided by the difference in capacity.

(5) Since project phases were combined, proportionate share calculations have been revised to reflect the total project traffic

(6) Improvements listed in italics are necessary specifically for the AM peak hour. Otherwise, improvements are necessary for the PM peak hour.



**ATTACHMENT NO. 2**  
**Termination of Existing Development Agreement**

## TERMINATION OF DEVELOPMENT AGREEMENT

THIS TERMINATION OF DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of the Effective Date (defined below), by and between **JABIL INC.**, a Delaware corporation (hereinafter "Owner"), and the **CITY OF ST. PETERSBURG, FLORIDA**, a Florida municipal corporation (hereinafter the "City") (collectively hereinafter "the Parties").

### WITNESSETH:

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

WHEREAS, Owner and City entered into that certain Development Agreement dated October 1, 2010, recorded in Official Records Book 17070, Page 2072, Public Records of Pinellas County, Florida (the "Existing Development Agreement"); and

WHEREAS, the Parties desire to terminate the Existing Development Agreement; and

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

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on [REDACTED]; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on [REDACTED]; and

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

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

1. Recitals, Definitions, and Exhibits. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.
2. Intent. It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.
3. Recording and Effective Date. Upon full execution by the Parties and no later than fourteen (14) days after final approval of this Agreement by City Council, the City shall record this Agreement in the Public Records of Pinellas County, Florida, at the Owner's expense, and shall forward a copy of the recorded Agreement to the Florida Department of Economic Opportunity. This Agreement shall become effective upon recordation (the "Effective Date").
4. Termination of Existing Development Agreement. The Existing Development Agreement is hereby terminated, cancelled and shall be of no further force or effect, and the Property is released from the same.
5. Binding Effect. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.
6. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not

the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner is an independent principal and not a contractor for or officer, agent, or employee of the City. Owner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

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

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

(a) To the Owner:

Jabil Inc.  
10560 Dr. MLK, Jr. Street North  
St. Petersburg, FL 33716  
Attn.: John Matzke

With a copy to:

Trenam  
200 Central Ave., Suite 1600  
St. Petersburg, FL 33701  
Attn.: Timothy Hughes

(b) To the City:

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

With a copy to:

City of St. Petersburg  
City Attorney's Office  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
Attn.: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental Matters

9. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery, notices given by recognized national overnight courier service shall be effective on the first business day after deposit with the courier service and notices given by registered or certified mail shall be effective on the third day after deposit in the U.S. Mail. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given.

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

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

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

13. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the exhibits, shall not be deemed to have been prepared by any Party, but by all equally. The captions, section numbers, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

14. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto regarding the subject matter hereof to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

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

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

16. Covenant of Cooperation. The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement.

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

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

19. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations. Nothing within this Agreement shall constitute dedications to the public, and no member of the public is granted any rights hereunder.

[signatures start on next page]

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

**ATTEST:**

**CITY:**

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

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**OWNER:**

**WITNESSES:**

**JABIL INC.**, a Delaware corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of **JABIL INC.**, a Delaware corporation, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)



**EXHIBIT "A"**

Legal Description of Property

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



# **ATTACHMENT NO. 3**

## **Proposed Development Agreement**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into as of the Effective Date (defined below), by and between **JABIL INC.**, a Delaware corporation (hereinafter "Owner"), **GREYSTAR DEVELOPMENT EAST, LLC**, a Delaware limited liability company (hereinafter the "Developer") and the **CITY OF ST. PETERSBURG, FLORIDA**, a Florida municipal corporation (hereinafter the "City") (collectively hereinafter "the Parties").

### WITNESSETH:

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

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

WHEREAS, Developer desires to develop approximately 17.91 acres of the Property described on Exhibit "B" attached hereto (hereinafter the "Residential Parcel") as permitted in the City's Corridor Commercial Suburban-2 (CCS-2) zoning district with a Planned Redevelopment-Commercial (PR-C) comprehensive land use designation; and

WHEREAS, Developer has filed an application with the City requesting a comprehensive plan amendment to change the Future Land Use Plan Category for the Residential Parcel from Industrial Limited (IL) to a Planned Redevelopment-Commercial (PR-C) (hereinafter the "Comprehensive Plan Amendment"); and

WHEREAS, Developer has filed a rezoning application with the City to change the zoning of the Residential Parcel from Employment Center-1 (EC-1) to Corridor Commercial Suburban-2 (CCS-2) (hereinafter the "Rezoning"); and

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

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

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

WHEREAS, the first properly noticed public hearing on this Agreement was held by the Community Planning and Preservation Commission on [REDACTED]; and

WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on [REDACTED]; and

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

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

### DEFINITIONS

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

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

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

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

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

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

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

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

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

**“Florida Statutes”** means all references herein to "Florida Statutes" are to Florida Statutes (2021), as amended from time to time.

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

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

## AGREEMENT

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

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

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

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

Date”).

4. Duration. The term of this Agreement shall be for fifteen (15) years from the Effective Date.
5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Property currently holds EC-1 and Preservation (P) zoning on the City’s zoning map, and IL and P future land use designations in the Comprehensive Plan. Developer has applied to the City to rezone the Residential Parcel from EC-1 to CCS-2, with a concurrent application to amend the future land use designation from IL to PR-C. Conditional upon such rezoning and land use plan amendments being adopted, the Residential Parcel may be used as permitted in the PR-C land use designation and the CCS-2 zoning district, subject to the additional limitations and conditions set forth in this Agreement. The Property, less the Residential Parcel, may be used as permitted in the IL and P land use designations and the EC-1 and P zoning districts, as the Property is respectively designated, subject to the additional limitations and conditions set forth in this Agreement

(b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Agreement, maximum density and height for the Residential Parcel shall be 500 residential dwelling units and 84 feet. Maximum intensity and height for the remainder of the Property, except the Preservation (P) portion, shall be 1,000,000 gross square feet (sf) and 84 feet. No density, intensity or height is provided for the Preservation (P) portion of the Property.

(c) Limitations and Conditions on Use. Owner and Developer agree that the following limitations and conditions shall apply to any site plan approved for the Property:

(1) A Certificate of Completion (CC) for the shell of at least 200,000 sf of industrial uses shall be obtained prior to or concurrently with the issuance of the Certificate of Occupancy (CO) for the first multi-family building. Nothing contained herein shall prevent the City from issuing no more than one Temporary Certificate of Occupancy (TCO) for not more than six (6) months for the first multi-family building.

(2) Prior to the issuance of a building permit for any multi-family building, Developer shall enter into a workforce housing bonus density agreement with the City, providing that a minimum of 20% of the multi-family residential units shall meet all the requirements as workforce housing bonus density dwelling units, in accordance with Article V, Chapter 17.5 of the City of St. Petersburg City Code.

(d) Buffering. Landscaped buffers of at least 25 feet wide shall be provided between Gandy Boulevard, I-275 and residential uses, and between industrial uses and residential uses, in order to allow proper buffering for compatible land use transitions, to protect residential uses from incompatible uses, noises and traffic, and to provide buffering along major transportation corridors. The landscaped buffers shall include plantings with a minimum of three (3) evergreen canopy trees, six (6) understory trees and forty-eight (48) shrubs (with a minimum maturity height of six (6) feet) within every 100 foot length of buffer area. Existing trees and shrubs to remain within the buffer area shall be credited towards the required plantings.

(e) Compliance with Code. Development adjacent to residential uses shall comply with all applicable requirements of the City of St. Petersburg City Code, state and federal laws that address noise, vibration, smoke and other particulate matter, odorous matter, hazardous or noxious mater and radiation hazards.

(f) Noise Study. Prior to the issuance of a building permit for any multi-family building, Developer shall prepare and provide the City with a noise study. Such study shall evaluate the noise impact of adjacent uses on the proposed residential uses. In the event such study determines that noise levels at the proposed residential uses will exceed applicable requirements of the City of St. Petersburg City Code, state or federal laws, Developer shall provide noise mitigation needed to ensure compliance with said laws.

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

- (a) Potable Water: The City will provide potable water to the Project site. Sufficient supply

capacity is available to service the Project, consistent with the requirements of the City's concurrency management regulations.

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

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

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

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

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

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

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

(i) Transportation/Mass Transit: Transportation 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 transportation facilities will be needed to service the Project.

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

7. Reservation or Dedication of Land. No reservation or dedication of land for public purposes is proposed under this Agreement.

8. Local Development Permits. The following local development approvals will be required to develop the Property:

- (a) Site plan approval;
- (b) Water, sewer, paving and drainage permits;
- (c) Building permits;

- (d) Certificates of Occupancy; and
- (e) Any other development permits that may be required by local ordinances and regulations.

9. Consistency with Comprehensive Plan. Conditional upon such rezoning and land use plan amendments being adopted as contemplated in Paragraph 5(b) of this Agreement, Development of the Residential Parcel for the uses allowed in the CCS-2 zoning district is consistent with the City's Comprehensive Plan. Development of the Property, less the Residential Parcel, for the uses allowed in the EC-1 zoning district is consistent with the City's Comprehensive Plan.

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

11. Binding Effect. The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns. Notwithstanding anything to the contrary contained herein, (i) upon any transfer of title to the Property, the rights and obligations under this Agreement of the transferor shall pass to the transferee upon the acquisition of title to the Property by such transferee from such transferor, and such transferor shall thereafter be relieved of any further obligations under this Agreement, and (ii) in the event that Developer's affiliate purchases the Property from the Owner named herein, the rights and obligations under this Agreement of the Developer named herein shall pass to Developer's affiliate upon the acquisition of title to the Property by Developer's affiliate's from such Owner, and the Developer named herein shall thereafter be relieved of any further obligations under this Agreement.

12. Preliminary Concurrency and Comprehensive Plan Findings. The City has preliminarily determined that the concurrency requirements of Section 16.03 of the City's LDRs and the City's Comprehensive Plan will be met for the Project, further subject to any approvals set forth in Paragraph 8 of this Agreement. The City has preliminarily found that the Project and this Agreement are consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs, further subject to any approvals set forth in Paragraph 8 of this Agreement. Nothing herein shall be construed by any Party as an approval, express or implied, for any action set forth in Paragraph 8 of this Agreement.

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

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

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

- (a) To the Owner:

Jabil Inc.  
10560 Dr. MLK, Jr. Street North  
St. Petersburg, FL 33716  
Attn.: John Matzke

With a copy to:

Trenam  
200 Central Ave., Suite 1600  
St. Petersburg, FL 33701  
Attn.: Timothy Hughes

(b) To the Developer:

Greystar  
4030 Boy Scout Blvd., Suite 800  
Tampa, FL 33609  
Attn.: David King

With copies to:

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

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

(c) To the City:

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

With a copy to:

City of St. Petersburg  
City Attorney's Office  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701  
Attn.: Michael Dema, Managing Assistant City Attorney – Land Use & Environmental  
Matters

16. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery, notices given by recognized national overnight courier service shall be effective on the first business day after deposit with the courier service and notices given by registered or certified mail shall be effective on the third day after deposit in the U.S. Mail. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given.

17. Default. Except with regard to a default in the execution and recordation of this Agreement (for which there shall be no cure period), in the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such



notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

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

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

20. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally. The captions, section numbers, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles of this Agreement nor in any way affect this Agreement.

21. Entire Agreement.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto regarding the subject matter hereof to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. 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 regarding the subject matter hereof other than as expressly stated in this Agreement.

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

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

23. Certification. The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a prospective lender, tenant or purchaser of any of the Property) 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 addressee of such statement made in accordance with the provisions of this Agreement.

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

(a) The expiration of fifteen (15) years from the Effective Date of this Agreement;

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

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

(d) The final, non-appealable approval for both the Rezoning and Comprehensive Plan Amendment has not been obtained by May 15, 2023, and thereafter Developer or Owner records a notice in the Public Records of Pinellas County, Florida, that it has elected to terminate this Agreement; and

(e) The sale of the Property from Owner to Developer (or an affiliate of Developer) has not occurred by December 31, 2023, and thereafter Developer or Owner records a notice in the Public Records of Pinellas County, Florida, that it has elected to terminate this Agreement.

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

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

27. Approvals.

(a) For the purposes of this Agreement any required written permission, consent, approval or agreement ("Approval") by the City means the Approval of the mayor or their 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 their designee, unless otherwise set forth herein.

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

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

30. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations. Nothing within this Agreement shall constitute dedications to the public, and no member of the public is granted any rights hereunder.

[signatures start on next page]

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

**ATTEST:**

**CITY:**

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

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**OWNER:**

**WITNESSES:**

**JABIL INC.**, a Delaware corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one) [X] physical presence or [ ]  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of **JABIL INC.**, a Delaware corporation, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)

**WITNESSES:**

**DEVELOPER:**

**GREYSTAR DEVELOPMENT EAST, LLC**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one) [X] physical presence or [ ]  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of **GREYSTAR DEVELOPMENT EAST, LLC**, a Delaware limited liability  
company, who (check one):

is/are personally known to me, or

who has/have produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public - (Signature)

**EXHIBIT "A"**

Legal Description of Property

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

**EXHIBIT "B"**

Map of Residential Parcel

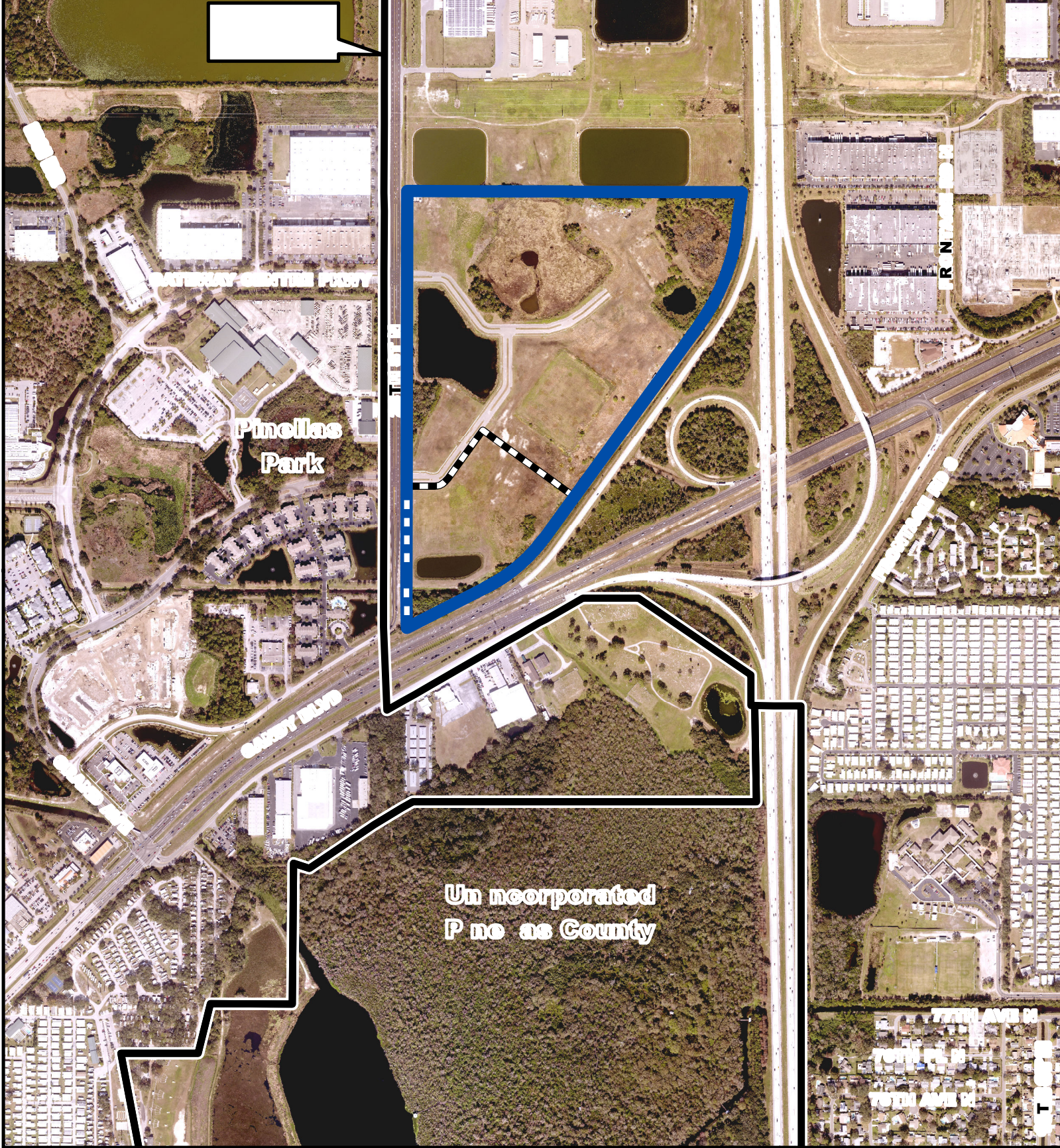




## **ATTACHMENT NO. 4**

### **Maps**





# AERIAL

CITY FILE

**FLUM-62**

1 inch = 830 feet

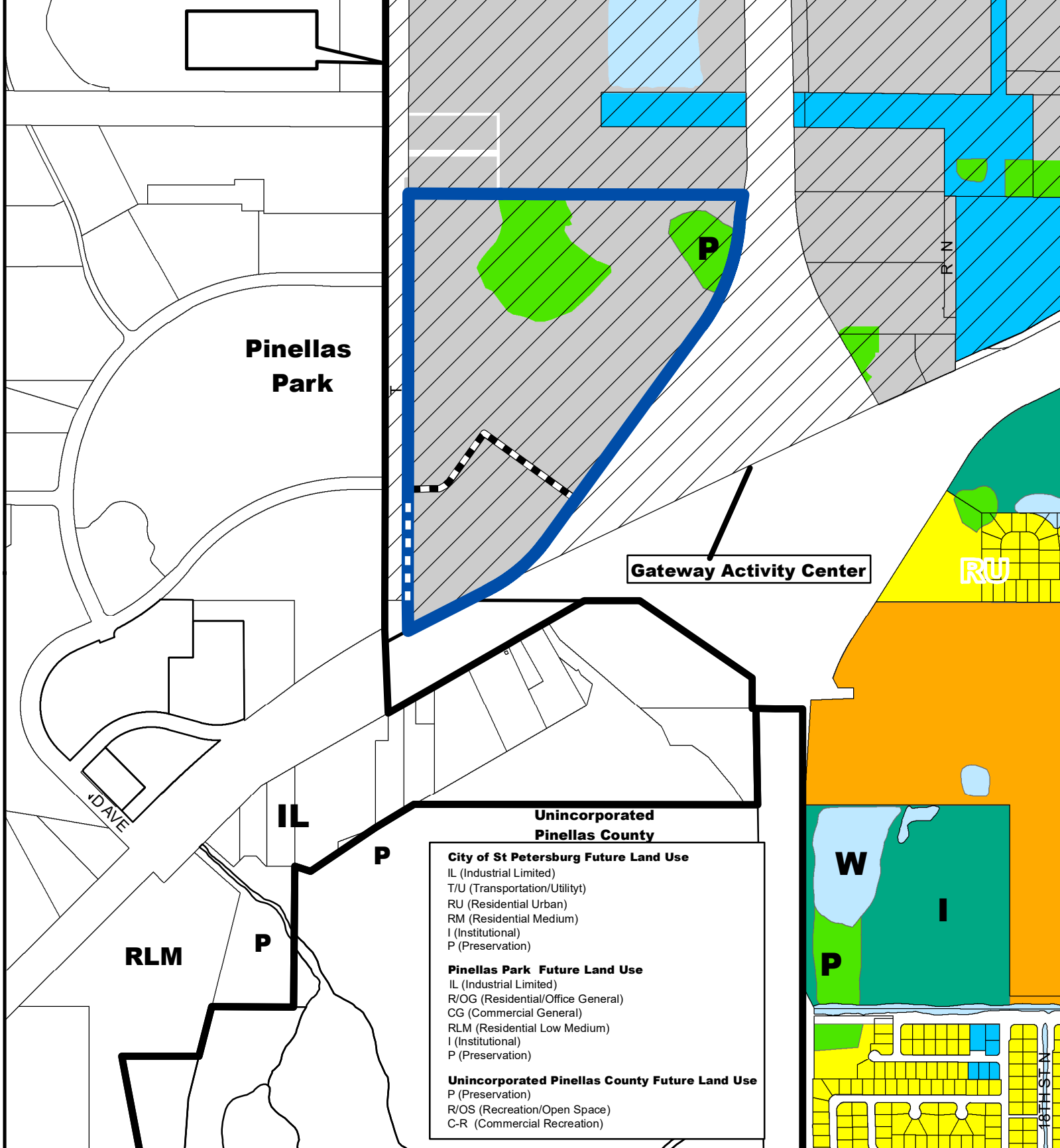


PARENT PARCEL



SUBJECT AMENDMENT AREA





# FUTURE LAND USE


CITY FILE


**FLUM-62**

1 inch = 830 feet

**From: IL**  
**(Industrial Limited)**

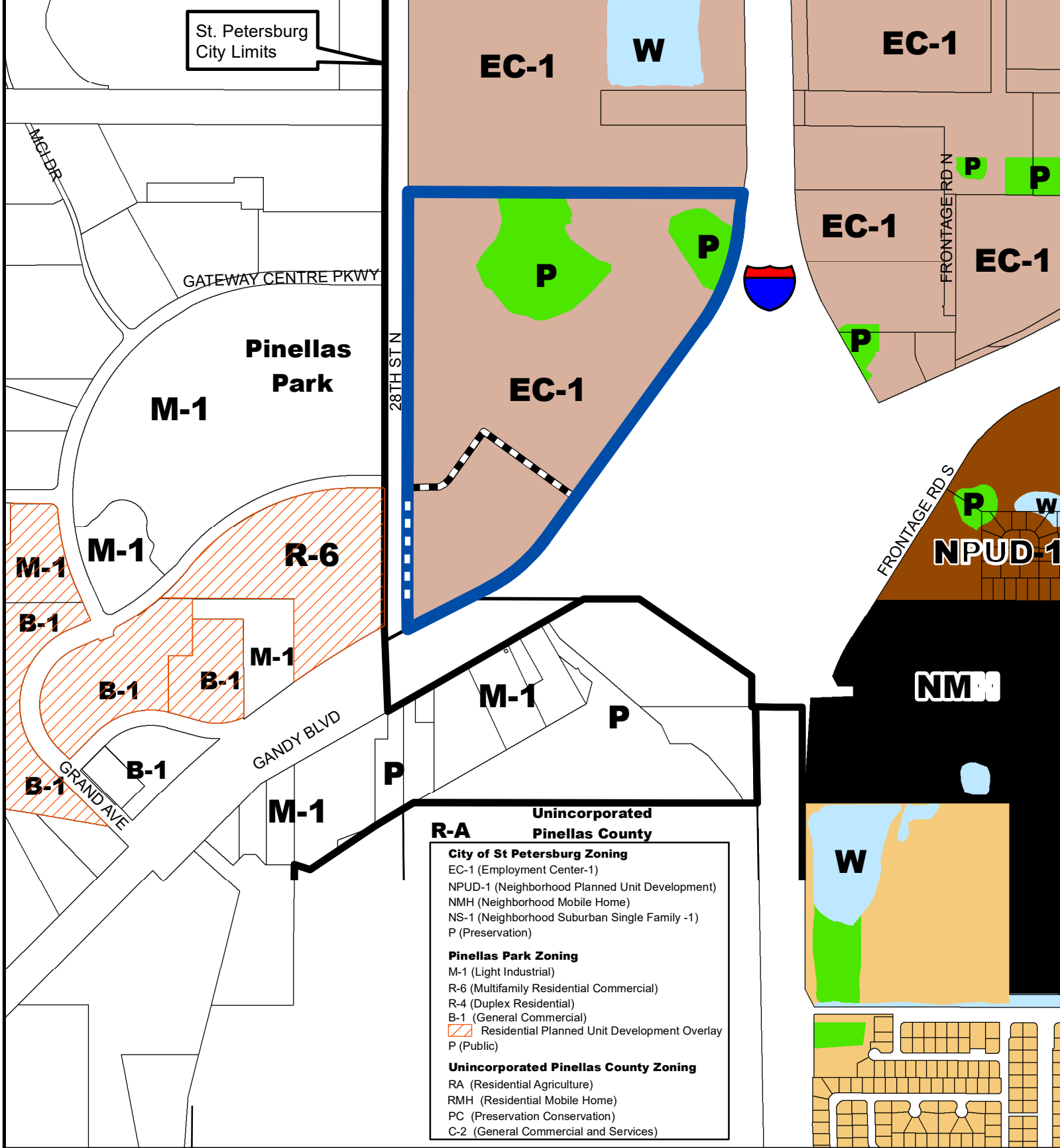
**To: PR-C**  
**(Planned Redevelopment - Commercial)**

 PARENT PARCEL

 SUBJECT AMENDMENT AREA



St. Petersburg  
City Limits



- Unincorporated Pinellas County**
- R-A**  
 RA (Residential Agriculture)  
 RMH (Residential Mobile Home)  
 PC (Preservation Conservation)  
 C-2 (General Commercial and Services)
- City of St Petersburg Zoning**  
 EC-1 (Employment Center-1)  
 NPUD-1 (Neighborhood Planned Unit Development)  
 NMH (Neighborhood Mobile Home)  
 NS-1 (Neighborhood Suburban Single Family -1)  
 P (Preservation)
- Pinellas Park Zoning**  
 M-1 (Light Industrial)  
 R-6 (Multifamily Residential Commercial)  
 R-4 (Duplex Residential)  
 B-1 (General Commercial)  
 Residential Planned Unit Development Overlay  
 P (Public)

# EXISTING ZONING

CITY FILE  
**FLUM-62**  
 1 inch = 830 feet

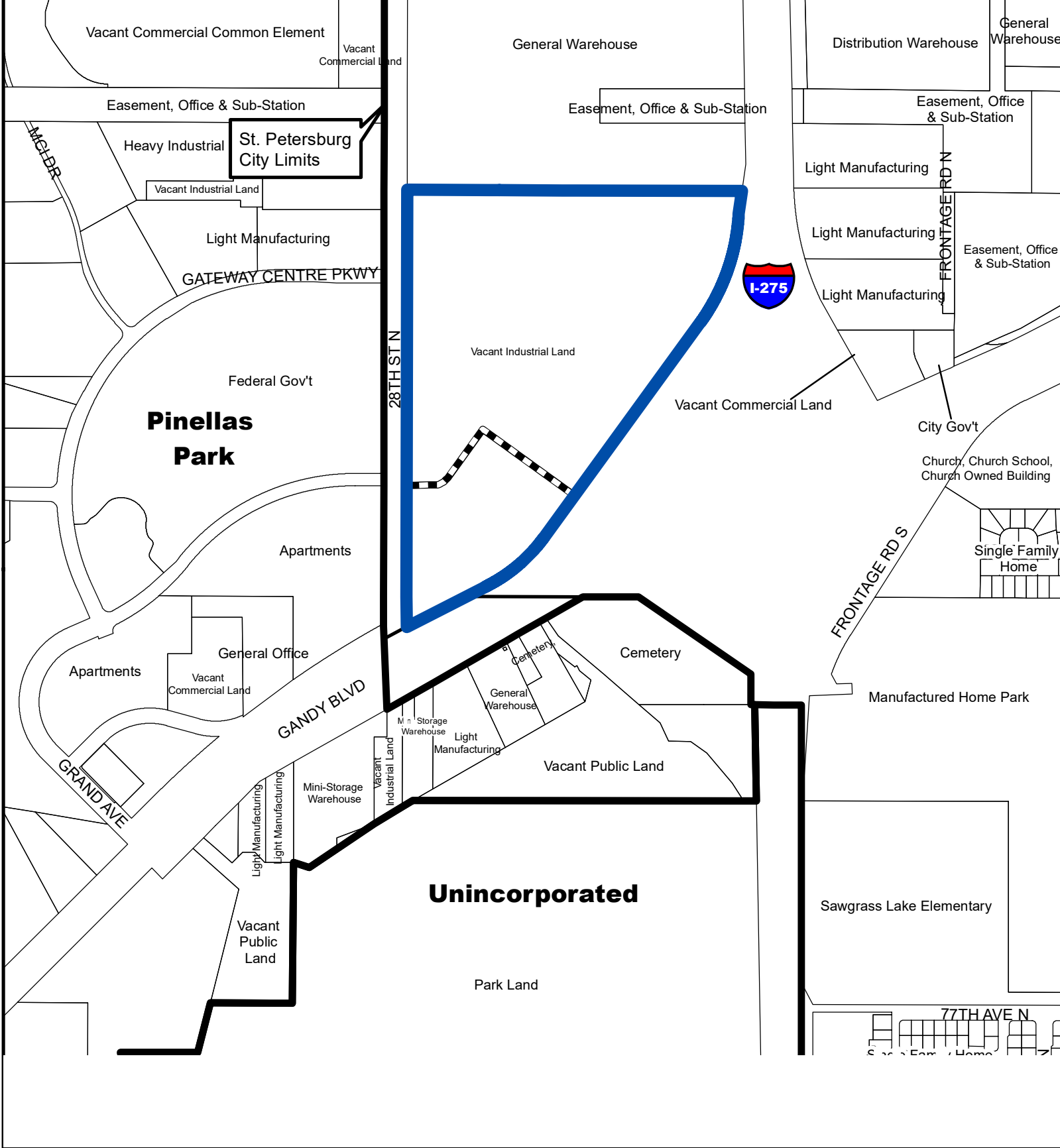
**From: EC-1**  
**(Employment Center-1)**

**To: CCS-2**  
**(Corridor Commercial Suburban - 2)**

PARENT PARCEL

SUBJECT AMENDMENT AREA





# SURROUNDING USES

CITY FILE  
**FLUM-62**  
 1 inch = 830 feet

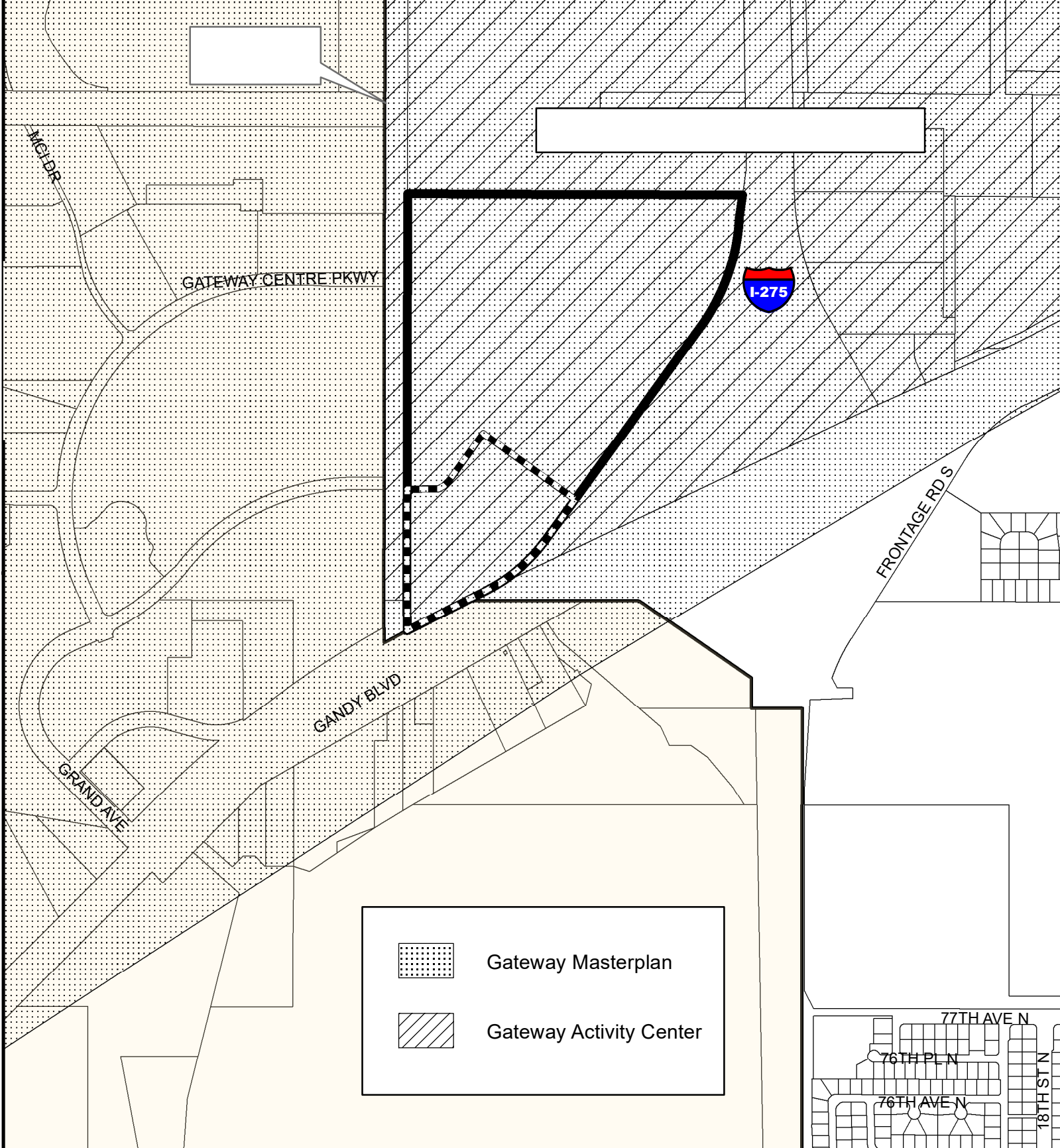




PARENT PARCEL



SUBJECT AMENDMENT AREA







	Gateway Masterplan
	Gateway Activity Center

# ACTIVITY CENTER

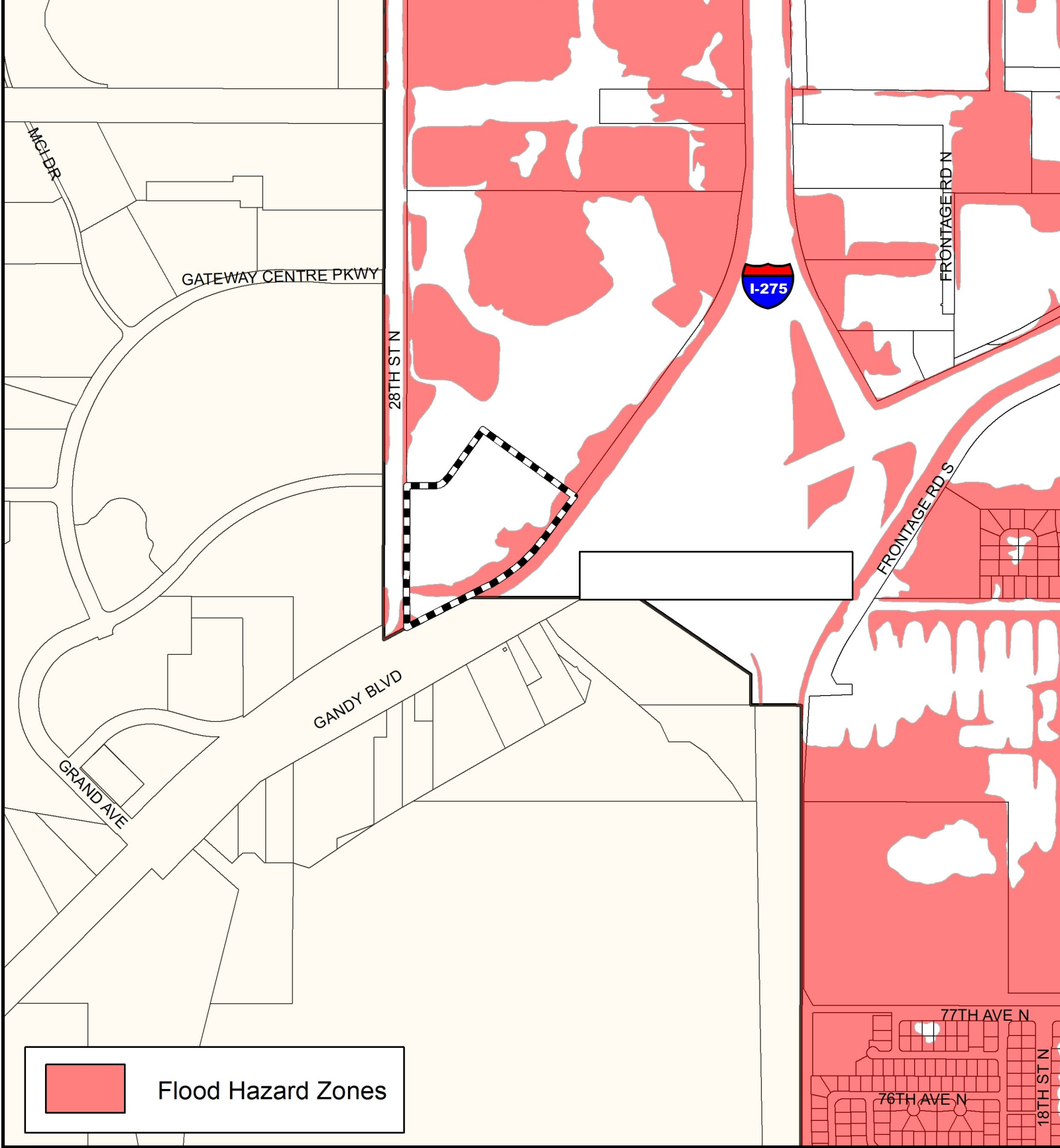
CITY FILE


**FLUM-62**

1 inch = 830 feet

	PARENT PARCEL
	SUBJECT AMENDMENT AREA






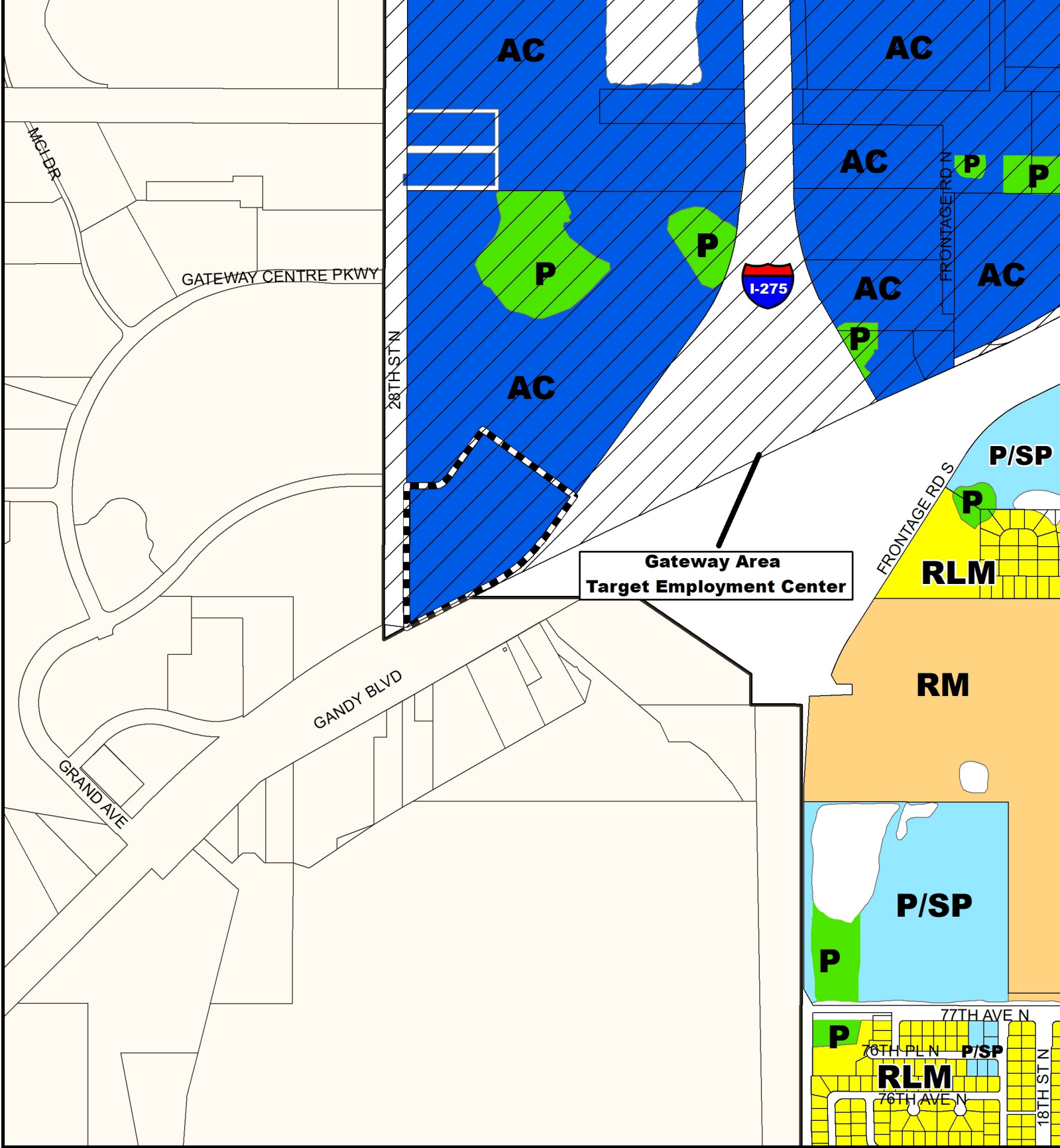
 Flood Hazard Zones

# FLOOD HAZARD ZONES

CITY FILE  
**FLUM-62**  
 1 inch = 830 feet

 SUBJECT AREA





# COUNTYWIDE PLAN MAP

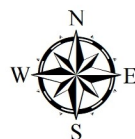
CITY FILE

**FLUM-62**

1 inch = 830 feet



SUBJECT AREA





## **ATTACHMENT NO. 5**

### **Application**





**st.petersburg**  
www.stpete.org



# FUTURE LAND USE PLAN CHANGE REZONING

Application No. \_\_\_\_\_  
(To Be Assigned)

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

## GENERAL INFORMATION

### APPLICATION

Date of Submittal:

Street Address: 0 Gandy Blvd

Parcel ID or Tract Number: 23-30-16-30373-000-0010 (part of)

Zoning Classification: Present: EC-1 Proposed: CCS-2

Future Land Use Plan Category: Present: IL Proposed: PR-C

**NAME of APPLICANT (Property Owner):** Jabil Inc.

Street Address: 10560 Dr. Martin Luther King Jr. St. N.

City, State, Zip: St. Petersburg, FL 33716

Telephone No:

Email Address: john\_matzke@jabil.com

**NAME of any others PERSONS (Having ownership interest in property):** Greystar Development East, LLC

Specify Interest Held: contract to purchase

Is such Interest Contingent or Absolute: contingent

Street Address: 788 East Las Olas Blvd., Suite 201

City, State, Zip: Fort Lauderdale, Florida 33301

Telephone No:

Email Address: lstoneburner@greystar.com and david.king@greystar.com

**NAME of AGENT OR REPRESENTATIVE:** R. Donald Mastry, Trenam Law

Street Address: 200 Central Ave., Suite 1600

City, State, Zip: St. Petersburg, FL 33701

Telephone No: 727-824-6140

Email Address: dmastry@trenam.com

## AUTHORIZATION

Future Land Use Plan amendment and / or rezoning requiring a change to the Countywide Map	\$ 2,400.00
Future Land Use Plan amendment and / or rezoning NOT requiring a change to the Countywide Map	\$ 2,000.00
Rezoning only	\$ 2,000.00

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

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

Signature: R. Donald Mastry, as agent

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

Date: May 14, 2021



**st.petersburg**  
www.stpete.org



# FUTURE LAND USE PLAN CHANGE REZONING

**NARRATIVE** (PAGE 1 of 1)

## NARRATIVE

### PROPERTY INFORMATION:

Street Address: 0 Gandy Blvd

Parcel ID or Tract Number: 23-30-16-30373-000-0010 (part of)

Square Feet: 781,466

Acreage: 17.94

Proposed Legal Description: see attached map

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

If so, list names of all parties to the contract: Greystar Development East, LLC and Jabil Inc.

Is contract conditional or absolute: contingent

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

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

### 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:

see attached narrative



# AFFIDAVIT TO AUTHORIZE AGENT

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

Property Owner's Name:

Jabil Inc.

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

Property Address: 0 Gandy Blvd

Parcel ID#: 23-30-16-80373-000-0010

Request: All approvals needed in connection with the redevelopment of the property, including, without limitation, land use/zoning changes and site plan approval.

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

Agent's Name(s): R. Donald Mastry, Trenam Law

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

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

Signature (owner):

SERGIO CADAUID  
Printed Name

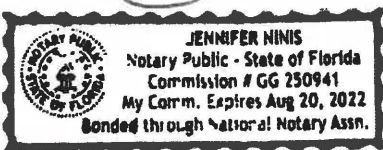
Sworn to and subscribed on this date

Identification or personally known:

Notary Signature:

Date: 3/29/2021

Commission Expiration (Stamp or date):



## Mathew S. Poling

---

**From:** Mathew S. Poling  
**Sent:** Tuesday, May 4, 2021 3:24 PM  
**To:** 'variance@stpetecona.org'  
**Cc:** Derek Kilborn - City of St. Petersburg (derek.kilborn@stpete.org); R. Donald Mastry  
**Subject:** Notice of Intent to File- NW corner of Gandy Blvd and I-275  
**Attachments:** Application for Land Use and Zoning Change.PDF

Please see the attached application which the applicant named therein intends to file regarding the referenced property. If you have any questions about this matter, feel free to contact me.

Thanks,

Matt



**MATHEW S. POLING | ATTORNEY**

Dir: 813-227-7439 | Fax: 813-227-0406 | [email](#) | [vcard](#) | [bio](#)



101 East Kennedy Boulevard, Suite 2700, Tampa, FL 33602

200 Central Avenue, Suite 1600, St. Petersburg, FL 33701

Main: 813-223-7474 (Tampa) or 727-896-7171 (St. Pete) | [www.trenam.com](http://www.trenam.com)

Please visit our website for the latest in [COVID-19 Legal Updates](#).

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- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

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**FICO**

**Total** \$ 3301 24<sup>th</sup> Ave. S

**Sent** St Petersburg, FL 33712

**Street**

**City, S**



MSPI-20-2860

PS Form 3800, April 2015; PSN 7530-02-000-9047 See Reverse for Instructions

**NARRATIVE IN SUPPORT OF APPLICATION FOR LAND USE AND ZONING  
CHANGE**

Greystar Development East, LLC (“Developer”) is the contract purchaser of the approximately 93.38 acres of land located at the northwest corner of Gandy Blvd and I-275 in St. Petersburg, known as Pinellas County Property Appraiser’s Parcel Number 23-30-16-30373-000-0010 (the “Property”). The Developer is requesting amending the Future Land Use Map and Zoning Map designations of an approximately 17.94 acre portion of the Property shown on **Exhibit A** (the “Amendment Area”) attached hereto and incorporated herein, from Industrial Limited (IL) to Planned Redevelopment-Commercial (PR-C), and Employment Center-1 (EC-1) to Corridor Commercial Suburban-2 (CCS-2), respectively. No change is proposed to the existing Activity Center and Target Employment Center Overlays.

The Amendment Area is proposed to be developed with an approximately 400 unit multifamily residential project and the remainder of the Property is proposed to be developed with an approximately 500,000-600,000 sf industrial project. Additionally, the Developer is proposing entering into the attached development agreement with the City of St. Petersburg, which would obligate the Developer to:

- Construct at least 200,000 sf of industrial uses prior to or concurrently with any multifamily uses; and
- Provide at least 20% of the multifamily units as workforce housing.

The proposed industrial project will be the largest industrial development that Pinellas County has seen in some time. The Developer estimates that upon build out, the industrial project will result in at least 3,300 jobs.

Finally, the Developer is requesting the termination of the existing Development Agreement applicable to the Property dated October 1, 2010, recorded in Official Records Book 17070, Page 2072, Public Records of Pinellas County, Florida, which relates to a project that was never constructed.

Sec. 16.70.040.1.1 of the City of St. Petersburg Land Development Code (the “Code”) sets forth the process for amendments to the Future Land Use Map and Zoning Map.

**Discussion of Standards of Review for Amendments to the Future Land Use Map and  
Zoning Map**

(Sec. 16.70.040.1.1.E of the Land Development Code)

1. *Compliance of the proposed use with the goals, objectives, polices and guidelines of the Comprehensive Plan.*

The amendments and proposed use are consistent with the Comprehensive Plan, including, without limitation, those provisions listed and discussed on **Exhibit B** attached hereto and incorporated herein by reference.

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

The amendments will not have this affect as the Amendment Area does not contain environmentally sensitive lands or documented habitat for listed species.

3. *Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units or public schools.*

The amendments will not adversely affect residential dwelling units or public schools. The amendments would allow for a base density of 60 units per acre; however, there is available school capacity for such units. The only nearby residential units are to the west of the Amendment Area on the opposite side of 28<sup>th</sup> St. These residential units are over 240 feet from the boundary of the Amendment Area and are also multifamily dwellings, which is the same use proposed for the Amendment Area.

4. *Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS.*

The amendments will not have an adverse impact on the adopted LOS as sufficient capacity exists to support the proposed increase in residential density.

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

The Property contains approximately 93.38 acres, which is sufficient for the proposed multifamily and industrial uses and reasonably anticipated operations and expansions thereof.

6. *The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties.*

There are no contiguous properties which are available for multifamily residential uses. There is a very limited supply of similar sized properties available for multifamily residential use elsewhere in the city.

7. *Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity.*

The amendments are consistent with the established land use pattern of the areas in reasonable proximity as the land to the west of the Amendment Area is developed with multifamily uses. The proposed amendments are a logical expansion of such multifamily

uses and are an appropriate mixed-use transition between them and the remainder of the industrially zoned Property.

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

The Property has never been developed despite being on the market for many years, which indicates that existing district boundaries are not logically drawn.

The proposed land use and zoning designations for the Amendment Area are consistent with the existing residential development to the west of the Amendment Area and the proposed development of the Amendment Area.

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

N/A

10. *Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or coastal high hazard areas as identified in the coastal management element of the Comprehensive Plan.*

A small portion of the Amendment Area is within the 100-year floodplain. Any development within the 100-year floodplain will comply with applicable City ordinances.

11. *Other pertinent facts.*

The Developer is proposing to develop the Property with a substantial amount of multifamily units, including workforce housing, and what would be the largest industrial project that Pinellas County has seen in some time. Without the proposed amendments, the proposed development will not occur.

Additionally, the proposed development agreement commits the Developer to construct at least 200,000 sf of industrial uses prior to or concurrently with any multifamily uses, and provide at least 20% of the multifamily units as workforce housing.

These requirements to provide employment generating industrial uses and workforce housing units further support the proposed amendments' consistency with provisions in the Comprehensive Plan and Code regarding the addition of affordable housing and the protection of industrial lands.

**Discussion of Standards of Review for Planning and Zoning Decisions, Generally**  
(Sec. 16.70.040.1.E of the Land Development Code)



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

The application is consistent with and furthers the purpose of the Code and other City ordinances and actions designed to implement the Comprehensive Plan, specifically the promotion of redevelopment, the provision of affordable housing and the protection of industrial lands.

**EXHIBIT A**  
**Amendment Area**



**EXHIBIT B**  
Comprehensive Plan Provisions

- 1) *Policy LU 3.4: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.*

The Amendment Area will be buffered from adjacent roads and the remainder of the Property as required by Code.

The adjacent residential uses, which are located in the City of Pinellas Park, have a land use designation of Residential/Office General and a zoning designation of “R-6” Multi-Family Residential District/Planned Unit Development. These designations are compatible with the proposed Planned Redevelopment-Commercial (PR-C) land use and Corridor Commercial Suburban-2 (CCS-2) zoning, and the proposed designations are an appropriate mixed-use transition between the existing residential uses and the remainder of the industrially zoned Property.

- 2) *Policy LU 3.5: The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.*

The proposed amendments will allow for the development of the Property, which will result in a major increase in the tax base.

- 3) *Policy LU 3.6: Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.*

The proposed amendments seek to expand existing multifamily residential uses and represent a more compatible adjacent use for the existing residential development than what is permitted by the Amendment Area’s existing land use and zoning designations.

- 4) *Policy LU 3.7: Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.*

As the Property has never been developed, the existing land use boundaries do not appear to be logically drawn. The proposed amendments will allow for the logical, expected future development of the Amendment Area, which is an expansion of existing adjacent multifamily residential uses.

- 5) *Policy LU 3.8: The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.*

The proposed amendments seek to expand existing multifamily residential uses and represent a more compatible adjacent use for the existing residential development than what is permitted

by the Amendment Area's existing land use and zoning designation. The Amendment Area will be buffered from adjacent roads and the remainder of the Property as required by Code.

- 6) *Policy LU 3.11: More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.*

The Amendment Area is along a major street and within an Activity Center.

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

The proposed amendments will allow for needed multifamily development and will include at least 20% workforce housing units.

- 8) *Policy LU 3.26a: Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time:*
- *vacant or underutilized land;*
  - *vacant or underutilized buildings;*
  - *poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and*
  - *chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.*

The Property is vacant and has never been developed, which has resulted in no utilization or job creation. The Developer is proposing to change only a small portion of the Property to non-industrial designations and to develop the remainder of the Property with industrial uses. The Developer estimates that upon build out, the development of the industrial portion of the Property will result in at least 3,300 jobs.

- 9) *Policy LU 19.3: The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.*

Allowing additional residential development within the Gateway area will contribute to minimizing travel requirements given the large employment presence nearby. The Amendment Area is also along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.).

- 10) *Policy LU 22.1: The City shall continue to pursue strategies which reduce GHG emissions and vehicle miles traveled through the following initiatives:*
- *Increase permitted densities and intensities in appropriate areas of the City to enhance transit opportunities;*
  - *Focus infrastructure and transit improvements in employment and activity centers; and*
  - *Revitalize commercial corridors to provide for increased mixed-use development.*

The Amendment Area is within Activity and Target Employment Centers, along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.) and the requested amendments will allow for the mixed-use development of the Property.

- 11) *Policy T 1.6: The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.*

The Amendment Area is within an Activity Center, along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.) and the requested amendments will allow for the mixed-use development of the Property.

- 12) *Policy T 13.2: The City shall include criteria in the FLUM amendment process in the Land Development Regulations to give additional weight to amendments that increase densities for projects that are located in close proximity to Activity Centers or along corridors where transit or facilities for high occupant vehicles exist, where compatible with the policies established in the Land Use Element.*

The Amendment Area is along a major street, within an Activity Center and along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.).

- 13) *Policy H3.2. Distribute publicly assisted housing equitably throughout the City to provide for a wide variety of neighborhood settings for extremely low, very low, low, and moderate income persons and to avoid undue concentrations in single neighborhoods.*

The proposed amendments will allow for needed multifamily development and will include at least 20% workforce housing units.

- 14) *Policy H 13.5: The City's LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations.*

The proposed amendments will allow for needed multifamily development and will include at least 20% workforce housing units. The Amendment Area is along a major street, within Activity and Target Employment Centers and along PSTA bus routes (28<sup>th</sup> St. N. and Gandy Blvd.)