



**CITY OF ST. PETERSBURG
PLANNING & DEVELOPMENT SERVICES DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**SPECIAL EXCEPTION
PUBLIC HEARING**

According to Planning & Development Services Department records, no Commission member or his or her spouse has a direct or indirect ownership interest in real property located within 1,000 linear feet of real property contained with the application (measured in a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT, for Public Hearing and Executive Action on **Wednesday, January 4, 2023, at 1:00 PM** at Council Chambers, City Hall, located at 175 5th Street North, St. Petersburg, Florida. The City's Planning and Development Services Department requests that you visit the City website at www.stpete.org/meetings for up-to-date information.

CASE NO.:	22-31000023	PLAT SHEET:	F-23
REQUEST:	Approval of a large track planned development which is a Special Exception use and related site plan to construct 20,817 square feet of commercial space and 465-dwelling units in multiple buildings. The applicant is requesting two design variances 1) locate the buildings off the setback line and 2) located parking in-front of the commercial building.		
OWNER:	SWD Coquina Key, LLC 360 Central Ave, Suite 1130 St. Petersburg, FL 33701		
AGENT:	Craig Taraszki, Esq. 490 1 st Ave S, Suite 700 St. Petersburg, FL 33701		
ADDRESSES:	4350 6 th St S. and 575 45 th Ave S.		
PARCEL ID NUMBERS:	06-32-17-00000-240-0100 and 06-32-17-84510-000-0010		
LEGAL DESCRIPTION:	On File		
ZONING:	Corridor Commercial Traditional (CCT-1)		

SITE AREA TOTAL: 633,210 square feet or 14.53 acres

GROSS FLOOR AREA:

Existing:	117,979 square feet	0.19 F.A.R.
Proposed:	759,852 square feet	1.2 F.A.R.
Permitted:	759,852 square feet	1.2 F.A.R.

BUILDING COVERAGE:

Existing:	117,979 square feet	19% of Site MOL
Proposed:	118,612 square feet	19% of Site MOL
Permitted:	N/A	

IMPERVIOUS SURFACE:

Existing:	566,176 square feet	89% of Site MOL
Proposed:	396,388 square feet	63% of Site MOL
Permitted:	601,549 square feet	95% of Site MOL

OPEN GREEN SPACE:

Existing:	67,034 square feet	11% of Site MOL
Proposed:	236,822 square feet	37% of Site MOL

PAVING COVERAGE:

Existing:	448,197 square feet	71% of Site MOL
Proposed:	277,776 square feet	44% of Site MOL

PARKING:

Existing:	613; including 18 handicapped spaces
Proposed:	411; including 13 handicapped spaces
Required	372; including 8 handicapped spaces

BUILDING HEIGHT:

Existing:	20 feet
Proposed:	77 feet
Permitted:	77 feet

APPLICATION REVIEW:

I. PROCEDURAL REQUIREMENTS: The applicant has met and complied with the procedural requirements of Section 16.10.020.1 of the Municipal Code for a large track planned development which is a Special Exception use within the CCT-1 Zoning District.

II. DISCUSSION AND RECOMMENDATIONS:

Request:

The applicant seeks approval of a large track planned development which is a Special Exception use and related site plan to construct 20,817 square feet of commercial space and 465-dwelling units in multiple buildings. The applicant is requesting two design variances 1) locate the buildings off the setback line and 2) located parking in-front of the commercial building.

The subject property is located in the block bound by 4th Street South, 42nd Avenue South, 6th Street South and 45th Avenue South. The subject property is developed as a typical suburban shopping center, the large “L” shaped building is located back from the primary street with a large surface parking lot placed between the primary street and building. There are two separate stand-alone buildings located in the parking lot. There is minimal green space and landscaping existing on-site. The buildings on the property were constructed between the late 1950s and the early 1970s. The applicant is proposing to demolish all existing buildings and site improvements to construct the proposed development.

Background:

On October 27, 2022, City Council approved a rezoning of the subject property from CCS-1 to CCT-1. In conjunction with the rezoning, City Council also approved a Development Agreement (DA). The DA provided for the maximum density, intensity, and height being regulated by the City's LDRs. In accordance with the CCT-1 zoning designation, building height is limited to forty-two (42) feet; however, additional building height can be achieved pursuant to the Large Tract Planned Development regulations, set forth in the City's LDRs, but shall not exceed seventy-seven (77) feet. The development uses proposed on the Property and their approximate sizes include a 20,000 square feet (minimum) commercial retail shopping center and multi-family buildings comprised of not more than 465 residential dwelling units with a minimum of 20% of the units being workforce housing; the combined intensity shall not exceed 1.20 FAR and the residential density shall not exceed 32 units per acre.

Proposal:

The applicant is proposing a phased development, with the commercial phase occurring first. The proposed commercial buildings will be located in southwest quadrant of the subject property and the three-multi-family buildings will be located along the north and east sides of the subject property.

The main vehicular entrances into the development will be from 6th Street South and 45th Avenue South and secondary entrances from 4th Street South and 42nd Avenue South. The buildings will be located off of the property line, which requires approval of a design variance, and one double row of parking will be located between the commercial buildings and street, which also requires approval of a design variance. Two parking garages are proposed on-site to serve the residential buildings. The parking garages will be wrapped by the residential buildings, screening them from view. The commercial buildings will be one-story, and the residential buildings will range from three- to seven-stories. The proposed development will include winding sidewalks connecting all the buildings on-site with each other, the on-site amenities and the abutting public sidewalks. On-site amenities include a dog park, seating areas and pool.

Large Tract Development Regulations

The development has been designed pursuant to the Large Tract Development regulations. These regulations are specifically designed to allow alternative design opportunities on large sites with the intent of allowing more creativity within the interior, while ensuring the perimeter of the project remains consistent with the established pattern of the surrounding area. The Large Tract Development regulations allow flexibility regarding transitions between building types and dimensional criteria. One of the specific standards for Large Tract projects requires a buffer between the new taller building and the abutting properties. The proposed building height of the residential buildings range from 35-feet to 75-feet. Buildings of this height requires a buffer of 75 feet. The proposed site plan depicts a buffer that is 75 feet. The buffer area abutting the

residential buildings will be open green space and include a dog park, retention area, winding sidewalks and seating areas. The buffer area abutting the commercial buildings will be for surface parking. The proposed site layout is consistent with the established development pattern. Staff finds that the proposed plan is consistent with the Large Track Development Regulations.

Elevations

The proposed apartment buildings will be of a contemporary style of architecture. The commercial buildings will be finished with stucco, and include large storefront windows, metal awnings, goose neck lighting, Bahama shutters and covered outdoor seating areas. The residential buildings will be finished in stucco and brick veneer, the buildings are simple rectangular forms that have been oriented horizontally, this horizontal form has been broken down by incorporating vertical rectangular forms, use of cantilevered balconies and awnings, and changes in building materials and colors.

Variances

The applicant is requesting two design variances to construct the proposed development. Design variances can be approved administratively. In this case, the Large Track Development is required to be approved by the DRC, staff feels that the variance request shall all be done concurrently. The building design regulations for developments in the CCT-1 zoning district, Section 16.20.080.7, requires the following:

Buildings shall create a presence on the street. This means that a minimum of 60 percent of the principal structure's linear frontage, per street face, shall be on the building setback line; and

Parking, detention and retention ponds, drainage ditches, and accessory structures shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches shall comply with the design standards set forth in the drainage and surface water management section.

As outlined in the applicant's variance narrative, the Large Track Planned Development design standards, Section 16.30.090, require an exterior buffer. The purpose of the exterior buffer is to reduce the visual impact on the adjacent properties by requiring structures of a scale similar to the majority of the structures on the adjacent properties. Properties to the south consist of a commercial building and single-family residences. Some of the single-family residences have front loading garages and driveways. The properties to the west consist of a single and multi-family structures and a house of worship. The multi-family property has some parking located in between the building and street and the single-family residence has a circular driveway with a front-loading garage. The properties to the north consist of a commercial building, single-family residences and an assisted living facility. The commercial building and assisted living facility have parking between the building and street. The single-family residences have front loading driveways. The properties to the east consist of single and multi-family residences with front loading garages and driveways. All these structures are set back off the front property line. The abutting streets include 6th Street South which is classified as a collector and has four-lanes, 45th Avenue South is a neighborhood collector and has two lanes with a middle turn lane and 4th Street South and 42nd Avenue South are local streets.

Requiring the placement of the buildings up to the front property line would be indirect conflict with the buffer requirements and will not be in keeping with the harmony of the existing

neighborhood. Placing the commercial building off of the property line and placing the parking between the commercial building and street and having green space between the residential buildings and the abutting streets will be more in keeping with the prevailing development pattern.

Public Comments:

Staff has not received any comments at the time this report was prepared.

III. RECOMMENDATION:

A. Staff recommends APPROVAL of the following:

- 1. Variance to locate the buildings off the setback line;**
- 2. Variance to located parking in-front of the commercial building; and**
- 3. The large track planned development which is a Special Exception use and related site plan.**

B. Special Conditions of Approval:

- 1. The plans submitted for permitted shall comply with the Development Agreement that that is attached to this report.**
- 2. All buildings on-site shall be connected via a sidewalk network.**
- 3. The sidewalks on private property shall connect to the public sidewalks in the abutting rights-of-way.**
- 4. Additional sidewalks shall be provided on-site between the commercial buildings and the residential buildings.**
- 5. The crosswalks in the parking lot shall be constructed from a different material than the parking lot. The use of asphalt as part of the sidewalk or crosswalk shall not be permitted.**
- 6. Pedestrian scale lighting shall be installed along the internal sidewalk network.**
- 7. Any modifications to the travel lane, parking spaces and landscape islands surrounding the subject property shall be subject to approval by the City.**
- 8. Concrete driveways shall be continuous through all driveway approaches and truncated domes shall be installed.**
- 9. The final streetscape and hardscape plan for the abutting streets shall be approved by Staff.**
- 10. The existing shade trees that are located in the exterior green yard and right-of-way shall be preserved if not in-conflict with the proposed development or utilities.**
- 11. A three-foot decorative wall shall be constructed along the exterior perimeter of the surface parking lot to screen the parking from the abutting residential uses.**
- 12. Any walls or fencing that are installed around the exterior perimeter of the site and are greater than four-foot high shall be a decorative open fence.**
- 13. Bicycle parking shall be provided as required by Section 16.40.090.**
- 14. Exterior lighting shall comply with Section 16.40.070.**
- 15. Mechanical equipment shall be screened from the abutting rights-of-way.**

16. Construction of piers and/or caissons shall be by auger method unless geotechnical data supports a finding that such a method is impractical or impossible.
17. The site plan shall be modified as necessary to comply with the comments in the Transportation and Parking Management Department's Memorandum dated December 22, 2022, or as amended at a future date by the Transportation and Parking Management Department.
18. The site plan shall be modified as necessary to comply with the comments in the Engineering and Capital Improvement Department's Memorandum dated December 19, 2022, or as amended at a future date by the Engineering and Capital Improvement Department.
19. This Site Plan approval shall be valid through January 4, 2026. Substantial construction shall commence prior to this expiration date unless an extension has been approved by the POD. A request for extension must be filed in writing prior to the expiration date.

C. STANDARD CONDITIONS OF APPROVAL

(All or Part of the following standard conditions of approval may apply to the subject application. Application of the conditions is subject to the scope of the subject project and at the discretion of the Zoning Official. Applicants who have questions regarding the application of these conditions are advised to contact the Zoning Official.)

ALL SITE PLAN MODIFICATIONS REQUIRED BY THE DRC SHALL BE REFLECTED ON A FINAL SITE PLAN TO BE SUBMITTED TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT BY THE APPLICANT FOR APPROVAL PRIOR TO THE ISSUANCE OF PERMITS.

Building Code Requirements:

1. The applicant shall contact the City's Construction Services and Permitting Division and Fire Department to identify all applicable Building Code and Health/Safety Code issues associated with this proposed project.
2. All requirements associated with the Americans with Disabilities Act (ADA) shall be satisfied.

Zoning/Planning Requirements:

1. The applicant shall submit a notice of construction to Albert Whitted Field if the crane height exceeds 190 feet. The applicant shall also provide a Notice of Construction to the Federal Aviation Administration (FAA), if required by Federal and City codes.
2. All site visibility triangle requirements shall be met (Chapter 16, Article 16.40, Section 16.40.160).
3. No building or other obstruction (including eaves) shall be erected and no trees or shrubbery shall be planted on any easement other than fences, trees, shrubbery, and hedges of a type approved by the City.
4. The location and size of the trash container(s) shall be designated, screened, and approved by the Manager of Commercial Collections, City Sanitation. A

solid wood fence or masonry wall shall be installed around the perimeter of the dumpster pad.

Engineering Requirements:

1. The site shall be in compliance with all applicable drainage regulations (including regional and state permits) and the conditions as may be noted herein. The applicant shall submit drainage calculations and grading plans (including street crown elevations), which conform with the quantity and the water quality requirements of the Municipal Code (Chapter 16, Article 16.40, Section 16.40.030), to the City's Engineering Department for approval. Please note that the entire site upon which redevelopment occurs shall meet the water quality controls and treatment required for development sites. Stormwater runoff release and retention shall be calculated using the rational formula and a 10-year, one-hour design storm.
2. All other applicable governmental permits (state, federal, county, city, etc.) must be obtained before commencement of construction. A copy of other required governmental permits shall be provided to the City Engineering & Capital Improvements Department prior to requesting a Certificate of Occupancy. Issuance of a development permit by the City does not in any way create any rights on the part of the applicant to obtain a permit from a governmental agency and does not create any liability on the part of the City of St. Petersburg for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by other governmental agencies or undertakes actions that result in a violation of state or federal law.
3. A work permit issued by the Engineering Department shall be obtained prior to commencement of construction within dedicated rights-of-way or easements.
4. The applicant shall submit a completed Storm Water Management Utility Data Form to the City's Engineering Department for review and approval prior to the approval of any permits.
5. Curb-cut ramps for the physically handicapped shall be provided in sidewalks at all corners where sidewalks meet a street or driveway.

Landscaping Requirements:

1. The applicant shall submit a revised landscape plan, which complies with the plan approved by the DRC and includes any modifications as required by the DRC. The DRC grants the Planning & Economic Development Department discretion to modify the approved landscape plan where necessary due to unforeseen circumstances (e.g. stormwater requirements, utility conflicts, conflicts with existing trees, etc.), provided the intent of the applicable ordinance(s) is/are maintained. Landscaping plans shall be in accordance with Chapter 16, Article 16.40, Section 16.40.060 of the City Code entitled "Landscaping and Irrigation."
2. Any plans for tree removal and permitting shall be submitted to the Development Services Division for approval.
3. All existing and newly planted trees and shrubs shall be mulched with three (3) inches of organic matter within a two (2) foot radius around the trunk of the tree.

4. The applicant shall install an automatic underground irrigation system in all landscaped areas. Drip irrigation may be permitted as specified within Chapter 16, Article 16.40, Section 16.40.060.2.2.
5. Concrete curbing, wheelstops, or other types of physical barriers shall be provided around/within all vehicular use areas to protect landscaped areas.
6. Any healthy existing oak trees over two (2) inches in diameter shall be preserved or relocated if feasible.
7. Any trees to be preserved shall be protected during construction in accordance with Chapter 16, Article 16.40.060.5 and Section 16.40.060.2.1.3 of City Code.

IV. CONSIDERATIONS BY THE DEVELOPMENT REVIEW COMMISSION FOR REVIEW (Pursuant to Chapter 16, Section 16.70.040.1.4 (D)):

- A. The use is consistent with the Comprehensive Plan.
- B. The property for which a Site Plan Review is requested shall have valid land use and zoning for the proposed use prior to site plan approval;
- C. Ingress and egress to the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on State and County roads shall be based on the latest access management standards of FDOT or Pinellas County, respectively;
- D. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping;
- E. Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts;
- F. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. The Commission may grant approval, of a drainage plan as required by city ordinance, County ordinance, or SWFWMD;
- G. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties;
- H. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape;
- I. Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan;

- J. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood;
- K. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on living or working conditions in the neighborhood;
- L. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;
- M. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof;
- N. Landscaping and preservation of natural manmade features of the site including trees, wetlands, and other vegetation;
- O. Sensitivity of the development to on-site and adjacent (within two-hundred (200) feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;
 - 1. The site is **not within** an Archaeological Sensitivity Area (Chapter 16, Article 16.30, Section 16.30.070).
 - 2. The property is **within** a flood hazard area (Chapter 16, Article 16.40, Section 16.40.050).
- P. Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;
- Q. Meets adopted levels of service and the requirements for a Certificate of Concurrence by complying with the adopted levels of service for:
 - a. Water.
 - b. Sewer (Under normal operating conditions).
 - c. Sanitation.
 - d. Parks and recreation.
 - e. Drainage.

The land use of the subject property is: **Commercial and multi-family residential**

The land uses of the surrounding properties are:

North:	Commercial, single and multi-family residential and assisted living facility
South:	Commercial and single-family residential
East:	Single and multi-family residential
West:	Single and multi-family residential and house of worship

REPORT PREPARED AND APPROVED BY:

/s/ Corey Malyszka

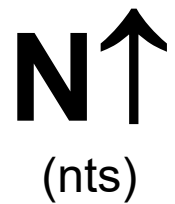
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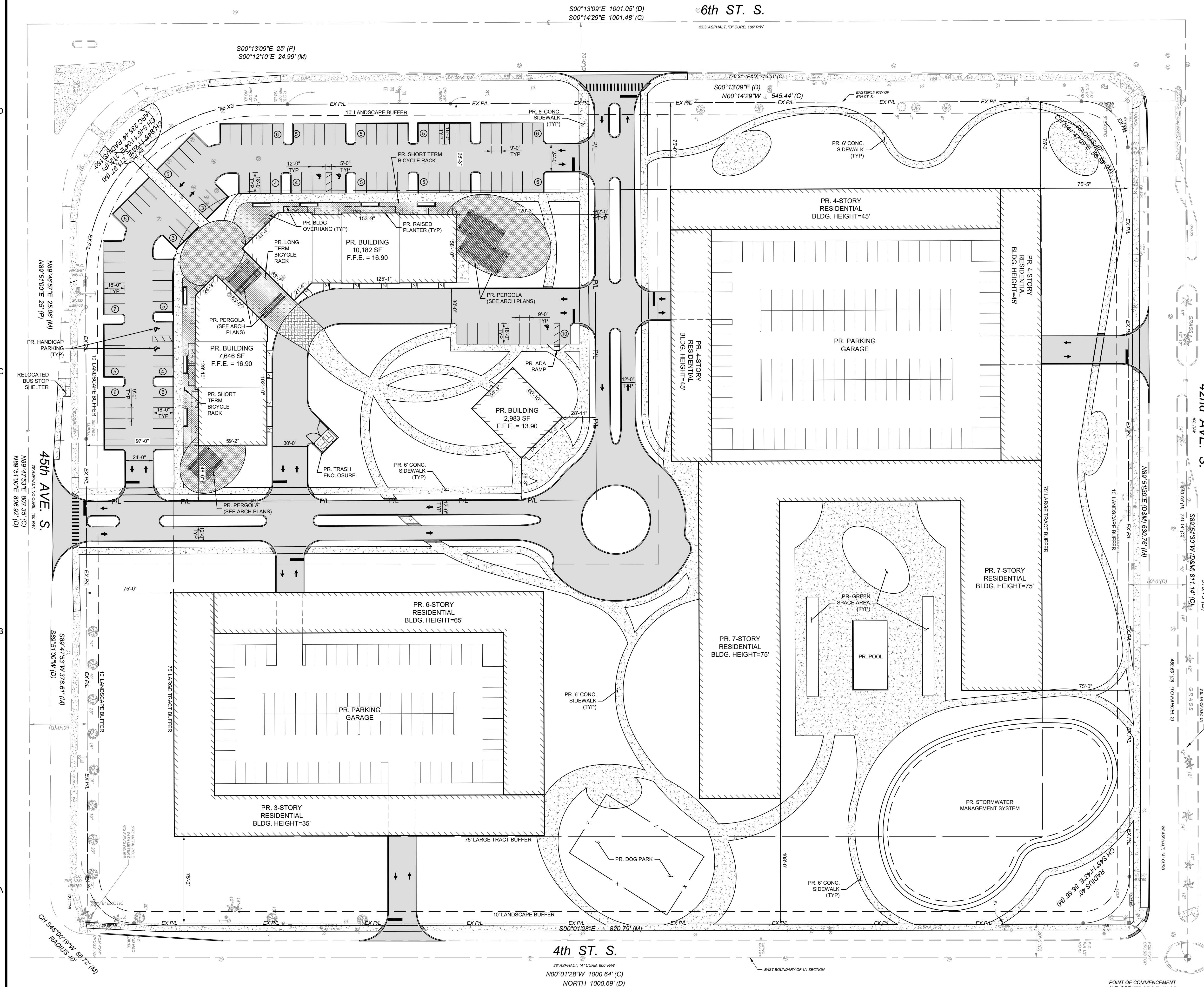
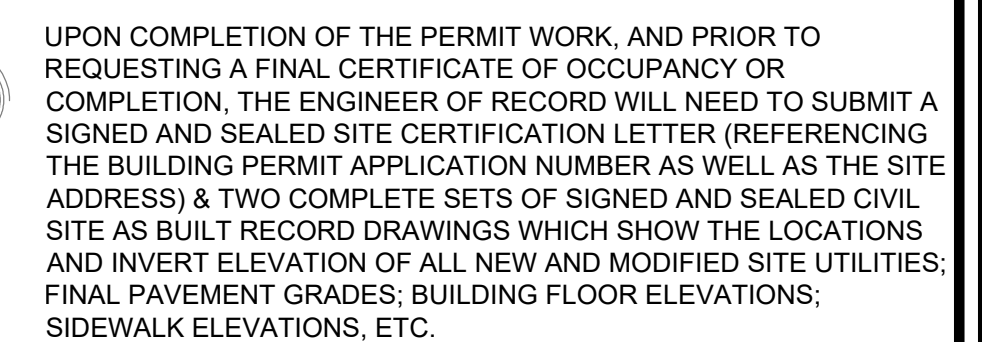
Corey Malyszka, AICP, Zoning Official

DATE



Project Location Map
 City of St. Petersburg, Florida
 Planning and Development Services
 Department
 Case No.: 22-31000023
Addresses: 4350 6th St S







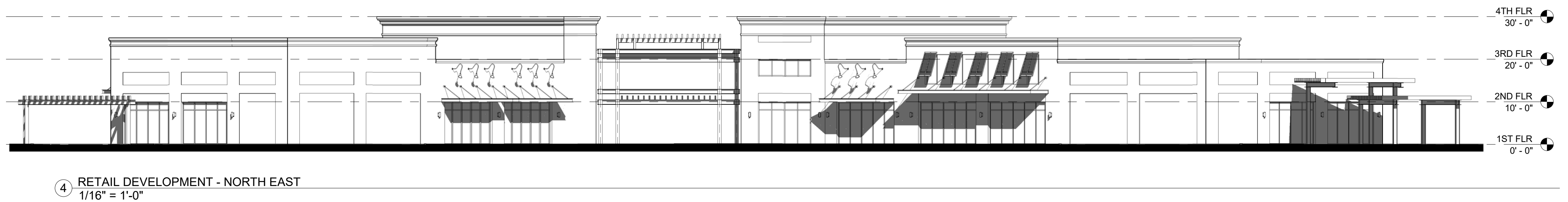
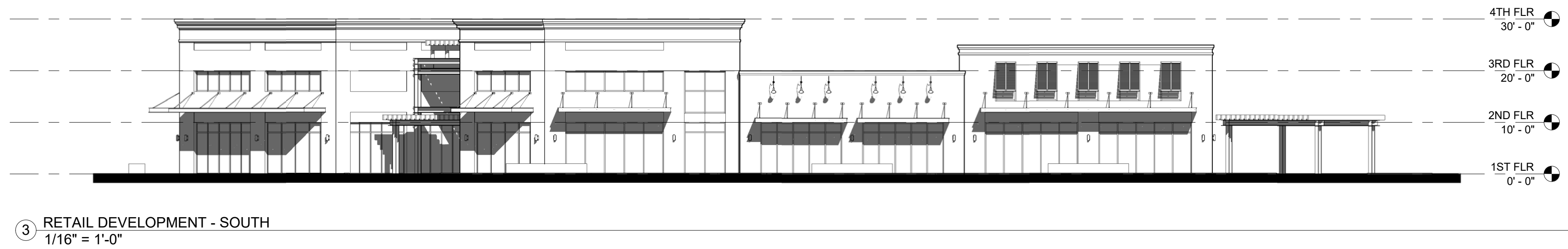
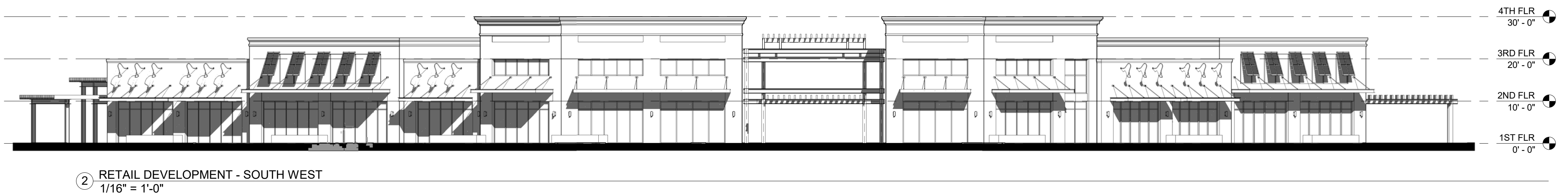
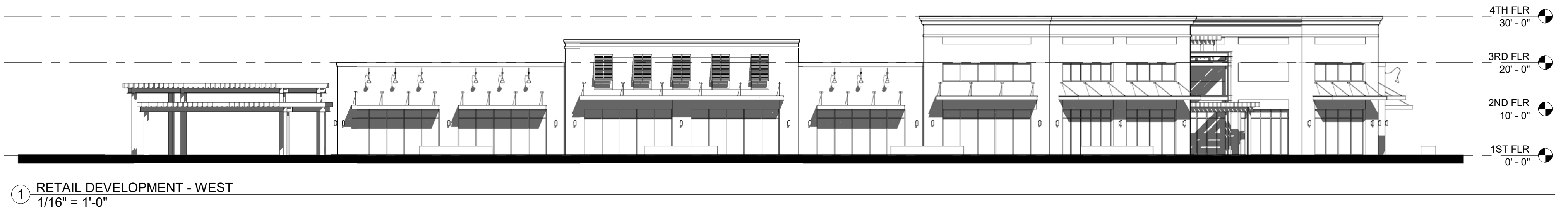
SITE AREA CALCS

RETAIL - 20,817 GSF
MULTIFAMILY - 590,034 GSF
PARKING - 270,000 GSF

COQUINA KEY REDEVELOPMENT

SITE PLAN
A1.1
05/01/2022

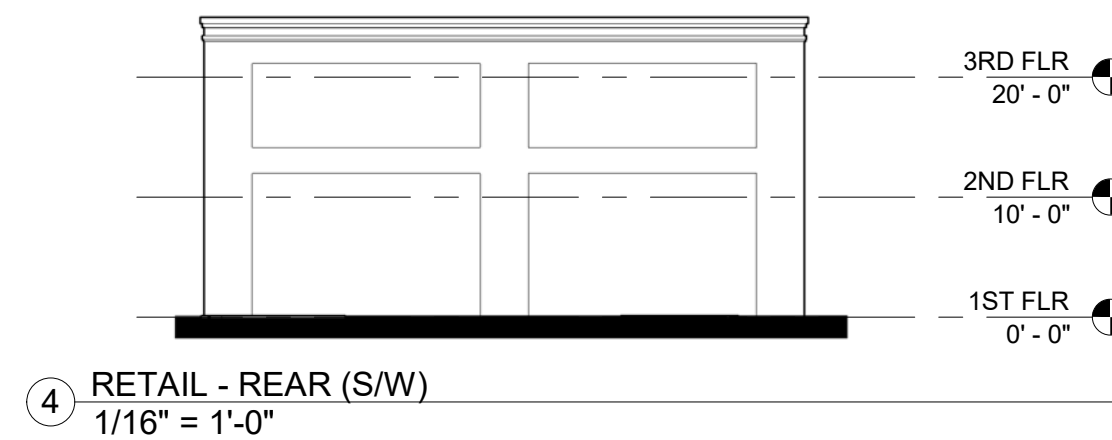
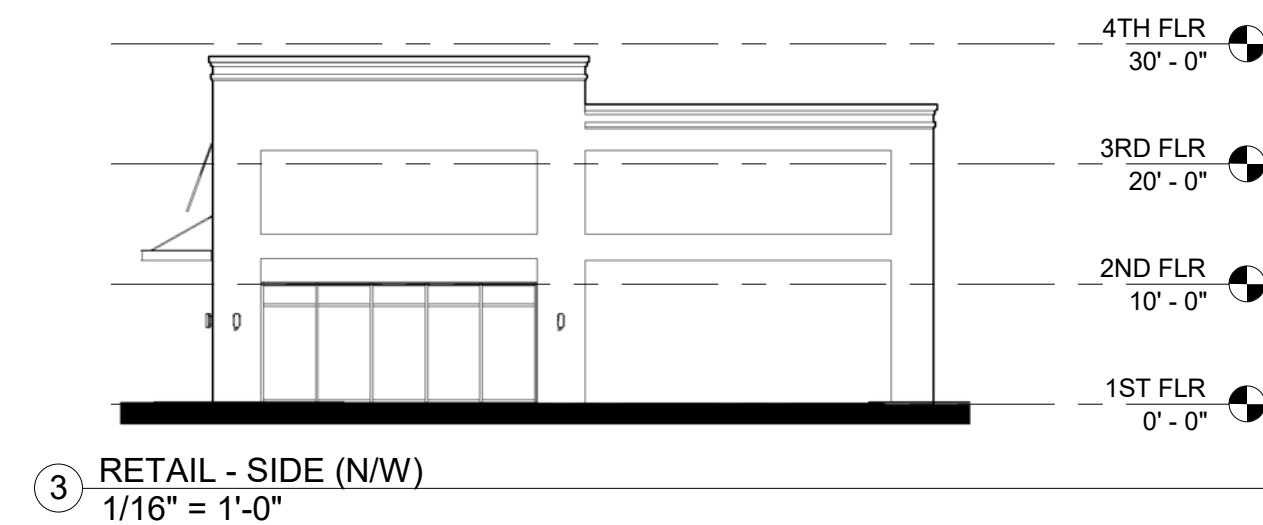
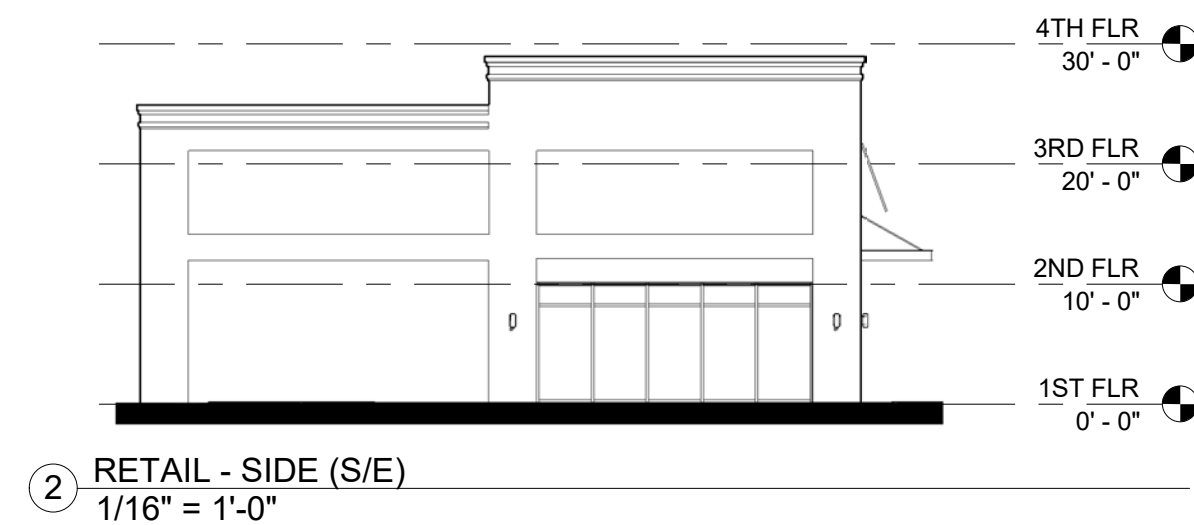
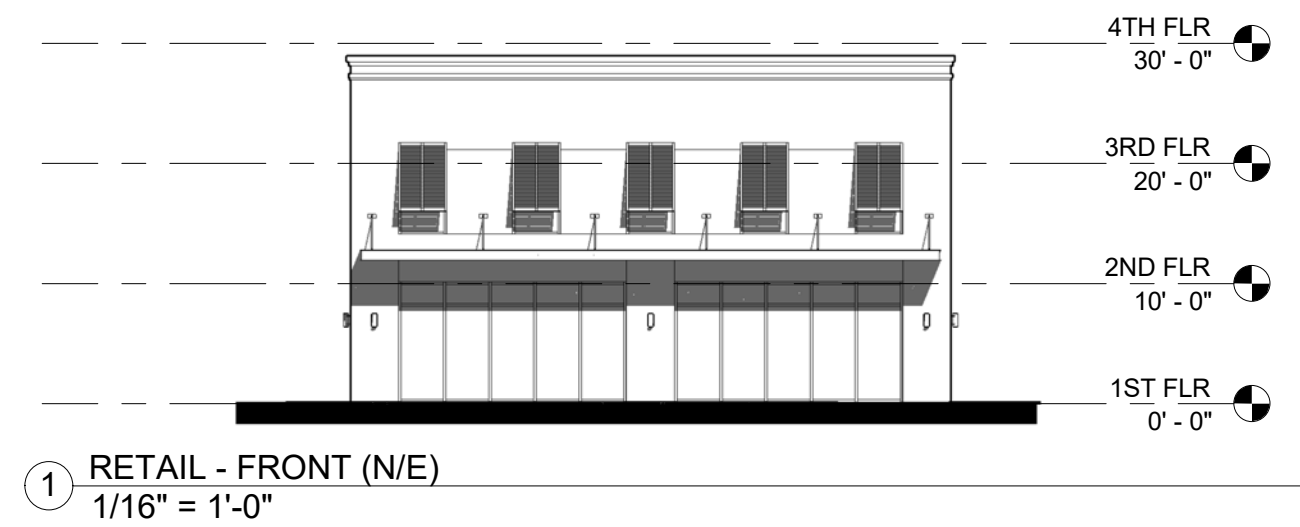




COQUINA KEY REDEVELOPMENT

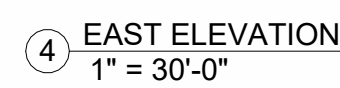
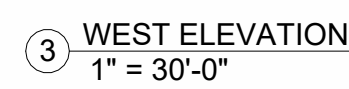
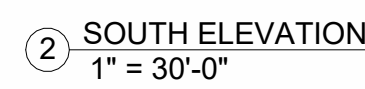
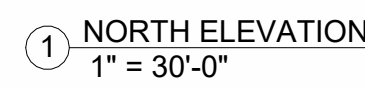
EXTERIOR ELEVATIONS

A-2
12/20/21



COQUINA KEY REDEVELOPMENT

EXTERIOR ELEVATIONS



A200



COQUINA KEY
REDEVELOPMENT

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JOB # 210109

DATE: 11/30/21

DRAWN BY: Author

CHECKED BY: Checker

SHEET TITLE

RENDERINGS

SHEET NUMBER

A5



COQUINA KEY
REDEVELOPMENT

THESE DRAWINGS AND PLANS, ANY REPRODUCTION THEREOF, AND ANY CAD OR ELECTRONIC FILE OF THESE DRAWINGS AND PLANS (HEREINAFTER "PLANS") ARE THE SOLE AND EXCLUSIVE, PROPRIETARY PROPERTY OF BDG ARCHITECTS, AND MAY NOT BE REPRODUCED, PUBLISHED, MODIFIED OR USED IN ANY WAY WITHOUT THE EXPRESS WRITTEN PERMISSION OF BDG ARCHITECTS. USE OF THESE PLANS FOR CONSTRUCTION SHALL BE CONSIDERED ACCEPTANCE OF THE TERMS CONTAINED HEREIN AND THE SUITABILITY AND CONSTRUCTABILITY OF THE PLANS. THE PLANS SHALL NOT BE SCALED OR MODIFIED FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN APPROVAL OF BDG ARCHITECTS. ANY CHANGES TO THESE PLANS, REGARDLESS OF HOW MINOR, WITHOUT THE EXPRESS WRITTEN APPROVAL OF BDG ARCHITECTS, ANY CONSTRUCTION EXECUTED FROM THESE PLANS WITHOUT THE EXPRESS WRITTEN APPROVAL OF BDG ARCHITECTS, OR ANY CHANGE IN THE SCOPE, DESIGN, OR INTENT OF THESE PLANS FOR ANY REASON, BY ANY PERSON OTHER THAN BDG ARCHITECTS SHALL AUTOMATICALLY VOID ANY DESIGN-RELATED OBLIGATIONS BDG ARCHITECTS MAY HAVE ON THE PROJECT, AND RESULT IN THE FULL AND COMPLETE RELEASE OF BDG ARCHITECTS FROM ANY LIABILITY, CLAIMS, OR DAMAGES INCLUDING ERRORS AND OMISSIONS ARISING OUT OF OR RELATED TO THE PLANS. ANY DISCREPANCIES OR CONFLICTS IN THE PLANS SHALL BE REFERRED IMMEDIATELY TO BDG ARCHITECTS FOR CLARIFICATION PRIOR TO CONTINUING WITH THE WORK. FAILURE TO REFER DISCREPANCIES OR CONFLICTS TO BDG ARCHITECTS PRIOR TO PERFORMING WORK SHALL RESULT IN THE WAIVER OF ANY CLAIMS OR DAMAGES ASSOCIATED WITH THE DISCREPANCIES OR CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION, SCHEDULING AND CONFORMANCE OF ITS WORK AND ALL WORK PERFORMED BY SUBCONTRACTORS OR OTHER TRADES WITH THE DESIGN DOCUMENTS.

JOB # 210109

DATE: 11/30/21

DRAWN BY: Author

CHECKED BY: Checker

SHEET TITLE

RENDERINGS

SHEET NUMBER

A6



COQUINA KEY
REDEVELOPMENT

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RENDERINGS
SHEET NUMBER
A7



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SHEET TITLE

RENDERINGS

SHEET NUMBER

A8



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A9



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A11



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A12



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SHEET TITLE

RENDERINGS

SHEET NUMBER

A14

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architects

COQUINA KEY PLAZA REDEVELOPMENT
MULTIFAMILY BUILDING
& PARKING GARAGE

KEYPLAN

[illegible]

SEAL

Architect of Record:
Mark Chmielewski, AIA, NCARB
FL License # AR0100085

[illegible]

PROJECT INFORMATION BLOCK	
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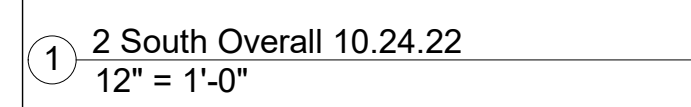
JOB #	210109
DATE:	6/17/22
DRAWN BY:	Author
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SHEET TITLE

Entry - Rendering

SHEET NUMBER

DS - 9.01



400 N Ashley Drive,
Suite 600
Tampa, FL 33602

COQUINA KEY PLAZA
REDEVELOPMENT
MULTIFAMILY BUILDING
& PARKING GARAGE

[illegible]

SEAL

[illegible]

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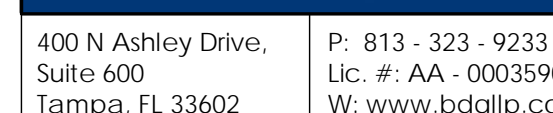
JOB #	210109
DATE:	6/17/22
DRAWN BY:	Author
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SHEET TITLE

South Side - Rendering

SHEET NUMBER

DS - 9.02



COQUINA KEY PLAZA REDEVELOPMENT
MULTIFAMILY BUILDING
& PARKING GARAGE

KEYPLAN

[illegible]

SEAL

Architect of Record:
Mark Chmielewski, AIA, NCARB
FL License # AR0100085

[illegible]

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JOB #	2101
DATE:	6/17/
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SHEET TITLE

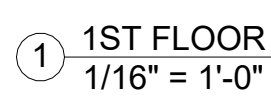
Overall - Rendering

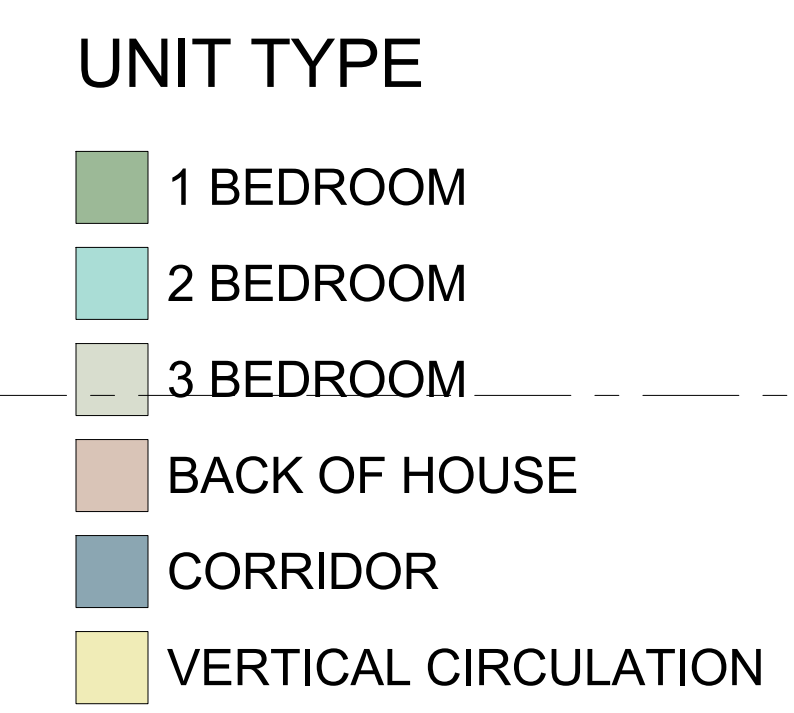
SHEET NUMBER

DS - 9.04



1 0 South Top Overview 10.24.22
12" = 1'-0"



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STONEWEG

COQUINA KEY PLAZA REDEVELOPMENT
MULTIFAMILY BUILDING
& PARKING GARAGE

KEYPLAN

[illegible]

5 SEAL

Architect of Record:
Mark Chmielewski, AIA, NCARB
FL License # AR0100085

[illegible]

PROJECT INFORMATION BLOCK	
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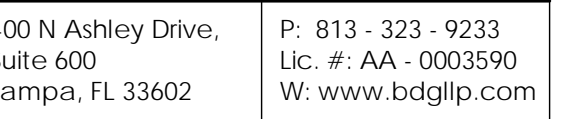
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SHEET TITLE

LEVELS 5-7

SHEET NUMBER

DS103



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MULTIFAMILY BUILDING
& PARKING GARAGE

KEYPLAN

[illegible]

SEAL

Architect of Record:
Mark Chmielewski, AIA, NCARB
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[illegible]

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JOB #	210109
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SHEET TITLE

ROOF

SHEET NUMBER

DS104



① DD NORTH ELEVATION
1/16" = 1'-0"



② DD EAST ELEVATION
1/16" = 1'-0"



③ DD SOUTH ELEVATION
1/16" = 1'-0"



④ DD WEST ELEVATION
1/16" = 1'-0"

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STONEWEG

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FL License # AR0100085

ISSUE	BY	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK	
JOB #	210109
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SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

DS202



June 6, 2022

EXHIBIT “A”

VARIANCE NARRATIVE

The Phase 1 site plan application includes a request for a variance to Sec. 16.20.080.7 of the city’s Land Development Regulations (“**LDRs**”) to allow building setbacks of approximately 96 feet to 110 feet, which fail to conform to the requirement that a minimum of 60% of the principal structure’s linear frontage, per street face, shall be on the building setback line. The following are the applicant’s statements addressing the factors set forth in LDR Sec. 16.70.040.1.6.D and Sec. 16.70.040.1.10:

1. *Special conditions exist which are peculiar to the land, building, or other structures for which the variance is sought and which do not apply generally to lands, buildings, or other structures in the same district.*

The site involves the redevelopment of an existing developed site. The site is currently developed as an underperforming commercial strip center. The application is for the initial phase of redevelopment which includes 20,811 sq. ft. of new commercial along with the partial demo of the existing strip center to facilitate the relocation of existing tenants. The site is located in an area that transitions from predominantly suburban form to the south and west and predominantly traditional form to the north, as such, the design of the site follows that transition with a more suburban form of building orientation, increasing separation from the residential uses to the west and south of the proposed commercial.

Another special condition of the site is that it is the redevelopment of an entire block of approximately 14.5 acres, which is unusual within this area of the city and unique in that it allows the proposed development to be considered under the Large Tract Planned Development design standards of LDR Sec. 16.30.090. The Large Tract Planned Development design standards include an exterior buffer to reduce the visual impact on the adjacent properties by requiring structures of a scale similar to the majority of structures on the adjacent properties. As stated in LDR Sec. 16.30.090.4.3, “[p]roviding the required buffer is evidence of hardship.”

2. *The special conditions existing are not the result of the actions of the applicant;*

The transitional development pattern from suburban to the south and west to traditional to the north of the site existed prior to the applicant acquiring the site. The exterior buffer requirements of the Large Tract Planned Development are the result of the city’s LDRs.

3. *Owing to the special conditions, a literal enforcement of this chapter would result in unnecessary hardship;*

Forcing strict compliance with the requirements of the building design criteria would result in development that is not in harmony with the existing development pattern of the adjacent properties, increasing the likelihood of conflicts between the proposed commercial and nearby residential uses. The proposed setbacks conform to the exterior buffer requirements of the Large Tract Planned Development standards, which are meant to mitigate the impacts of the proposed development and maintain the character of the adjacent properties.

4. *Strict application of the provisions of this chapter would provide the applicant with no means for reasonable use of the land, buildings, or other structures;*



June 6, 2022

Page 2

See 3 above.

5. *The variance requested is the minimum variance that will make possible the reasonable use of the land, building, or other structure;*

The proposed design is the minimum required to conform to the exterior buffer requirements of the Large Tract Planned Development while placing parking and drive aisles between the buildings and public rights-of-way.

6. *The granting of the variance will be in harmony with the general purpose and intent of this chapter;*

The granting of the variance will be in harmony because it conforms to the exterior buffer requirements of the Large Tract Planned Development and transitional development pattern from suburban to traditional.

7. *The granting of the variance will not be injurious to neighboring properties or otherwise detrimental to the public welfare;*

The purpose of the variance is to avoid determinantal impacts to neighboring properties and public welfare to conform to the exterior buffer requirements of Large Tract Planned Development..

8. *Where a design standard is related to a building or architectural element, the variance shall reinforce a unique condition of an identifiable architectural style lending to the design intent of that style;*

N/A.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 3rd day of November, 2022, by and between **SWD COQUINA KEY LLC**, a Delaware limited liability Company, whose mailing address is 360 Central Avenue, Suite 1130, St. Petersburg, FL 33701 (hereinafter "Owner") and the **CITY OF ST. PETERSBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (collectively hereinafter "the Parties").

WITNESSETH:

WHEREAS, Owner is the fee simple title owner of approximately 14.541 acres of land located at 4350 6th Street South, St. Petersburg, Florida 33705 and 575 45th Avenue South, St. Petersburg, Florida 33705, within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Owner desires to develop the Property in conformance with the City's Neighborhood Corridor Commercial Traditional (CCT-1) zoning district and Planned Redevelopment - Mixed Use (PR-MU) future land use designation (the "Zoning Designation Amendment"); and

WHEREAS, the Property is currently designated as Planned Redevelopment - Mixed Use (PR-MU) future land use in the City's Comprehensive Plan; and

WHEREAS, Owner has filed a rezoning application with the City to change the zoning of the Property from Corridor Commercial Suburban (CCS-1) to Corridor Commercial Traditional (CCT-1), such application having City File No. ZM-12; and

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

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

WHEREAS, the Owner 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 August 9, 2022; and

WHEREAS, the first properly noticed reading of the City Ordinance, Ord. # 514-H approving this Agreement was held by the City Council on September 8, 2022; and

WHEREAS, the second properly noticed reading of and public hearing of the City Ordinance approving this Agreement was held by the City Council on September 29, 2022; and

WHEREAS, the Owner 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.

"FAR" means floor area ratio, as that term is defined in the City's LDRs.

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

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

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

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

"Retail Center" means a portion of the Project as defined in Section 5(c) below.

"Zoning Designation Amendment" means the change of the City's zoning designation of the Property from Corridor Commercial Suburban (CCS-I) to Corridor Commercial Traditional (CCT-I).

AGREEMENT

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

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

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

3. Recording and Effective Date. After the Agreement has been executed by the Parties, and after the date the Zoning Designation Amendment become effective, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Economic Opportunity ("DEO"). Thirty (30) days after receipt of the recorded Agreement by the DEO, 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. Owner agrees that this Agreement may be extended by the City at the end of the initial term for an additional five (5) year renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. The Property is currently designated Corridor Commercial Suburban (CCS-1) zoning on the City's zoning map and Planned Redevelopment- Mixed Use (PR-MU) future land use in the City's Comprehensive Plan. Owner has applied to the City to rezone the Property from CCS-1 to Corridor Commercial Traditional (CCT-1). The Property's future land use designation will remain PR-MU. Conditional upon such rezoning application being adopted, the Property may be used for the purposes permitted in the applicable zoning districts subject to the additional limitations and conditions set forth in this Agreement.

(b) Maximum Density, Intensity, and Height of Proposed Uses. For the purposes of this Development Agreement, maximum density, intensity, and height shall be as provided by the City of St. Petersburg City Code, including the City's LDRs, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation. A workforce housing density bonus of eight (8) units per acre is also allowable, subject to the City's Workforce Housing Ordinance. In accordance with the CCT-1 zoning designation, building height is limited to forty-two (42) feet; however, additional building height can be achieved pursuant to the Large Tract Planned Development regulations, set forth in the City's LDRs, but shall not exceed seventy-seven (77) feet.

(c) Limitations and Conditions on Use. The development uses proposed on the Property and their approximate sizes include a 20,000 square feet (minimum) commercial retail shopping center (the "Retail Center"), multi-family buildings comprised of not more than 465 residential dwelling units with a minimum of 20% of the units being workforce housing; the combined intensity shall not exceed 1.20 FAR and the residential density shall not exceed 32 units per acre. Owner agrees that the following limitations and conditions shall apply to any site plan approved for the Property:

(1) Owner shall construct the Retail Center prior to or concurrently with the multi-family buildings and shall obtain the Certificate of Completion (CC) for the shell of the Retail Center prior to or concurrently with the issuance of the Certificate of Occupancy (CO) 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, providing that a minimum of 20% of the multi-family residential units meet all the requirements as workforce housing units, in accordance with City Code Chapter 17.5.

(3) Owner shall use commercially reasonable efforts to include a source of fresh food within the Retail Center; however, such efforts shall not obligate the Owner to relocate or otherwise displace any existing tenant or occupant. For purposes of this Agreement, "commercially reasonable efforts" shall mean the Owner, upon the initial leasing and any tenant turnover during the term of this Agreement, shall (at a minimum) solicit grocers and other businesses and organizations having ongoing "brick and mortar" operations within 50 miles of the Property, and which provide fresh produce as a component of their typical operation, to offer market lease terms. Such solicitation shall not be required to be exhaustive; however, it shall include a reasonable number of such operators and the Owner shall deliver a written report or other reasonable evidence of such efforts, which may include but is not limited to electronic mail receipts or certified mail receipts, to the City prior to executing a lease for such available portion of the Retail Center.

Owner's duties under this Subparagraph shall be deemed satisfied upon the execution of the first lease of any portion of the Retail Center to a tenant providing a source of fresh food.

6. Public Facilities: Traffic Concurrency. The Property has frontage on 6th Street South, which is designated a secondary multimodal corridor on the Countywide Land Use Strategy Map and a future major street on the Future Major Streets Map (Map 20 of the City's Comprehensive Plan). The Property is currently served by high frequency public transit service (PSTA Route 4, 15-minute headway). This segment of 6th Street South is recognized in the Advantage Pinellas Plan (a/k/a 2045 Long Range Transportation Plan) as an investment corridor "to better support transit and connecting people to jobs, training opportunities and access to a variety of housing options that are affordable..." and "are considered priorities as they support strategic future investments for housing, economic development and transportation through redevelopment, infrastructure and land assembly." The proposed rezoning furthers a land use pattern contributing to minimizing travel requirements and anticipates and supports increased usage of mass transit systems (Policy LU19.3 of the City's Comprehensive Plan).

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Site plan approval;
- (b) Final site plan approval;
- (b) Water, sewer, paving and drainage permits (including applicable permits issued by the South Florida Water Management District);
- (c) Building permits;
- (d) Certificates of Occupancy;
- (e) Certificates of Concurrency;
- (f) Any other development permits that may be required by City ordinances and regulations; and
- (g) Such other City, County, State or Federal permits as may be required by law.

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

10. Necessity of Complying with Local Regulations Relative to Permits. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Owner 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 the foregoing, the rights and obligations under this Agreement of the Owner of the Property shall pass to any third-party purchaser of the Property and upon the closing of such purchase of the Property from such Owner, and the Owner of the Property shall be relieved of any further obligations under this Agreement upon such third party's acquisition of title to the Property.

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

13. Disclaimer of Joint Venture. The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between any Parties, or between any Party and any third party. While engaged in carrying out and complying with the terms of this Agreement, Owner 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.

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

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

- (a) **To the Owner:**
SWD Coquina Key LLC
Attn: Sam Palmer
360 Central Avenue
Suite 1130
St. Petersburg, FL 33701

With a copy to:

SWD Coquina Key LLC
Attn: Pamela Linden, Esq.
360 Central Avenue
Suite 1130
St. Petersburg, FL 33701

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

With a copy to:

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

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

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

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

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

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

21. Entire Agreement.

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

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

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

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

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

(a) The expiration of fifteen (15) years from the Effective Date of this Agreement, as defined herein, unless the City extends the initial term for an additional five (5) year renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or;

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

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

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

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

27. Approvals.

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

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

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

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

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

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

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


[signatures on next page]

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

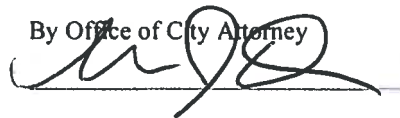
CITY
CITY OF ST. PETERSBURG, FLORIDA

ATTEST:


CITY CLERK

By: 
As Its: Director, Planning & Development Services
12 day of December, 2022

Approved as to form and content

By Office of City Attorney


OWNER:

SWD COQUINA KEY LLC, a Delaware Limited Liability Company

By: Stoneweg U.S., LLC, its Manager

WITNESSES:

Sign NA

Print Neil Armstrong

Sign Kim Bitonti

Print Kim Bitonti

By: Pamela Linden

Print: Pamela Linden

Title: EVP, Chief Legal Officer

Date: October __, 2022

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization, this 12 day of October, 2022, by Pamela Linden, as EVP, Chief Legal Officer of Stoneweg U.S., LLC, the Manager of SWD Coquina Key LLC, a Delaware Limited Liability Company, on behalf of the company, who is ☒ personally known to me or ☐ produced as identification.

NOTARY PUBLIC:

Sign CA

Print Christina Armstrong

State of Florida at Large

My Commission Expires: 12/13/24



EXHIBIT "A"

LEGAL DESCRIPTION:

PARCELS 1 AND 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 32 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA; THENCE SOUTH 89°51'30" WEST, 810.75 FEET, THENCE SOUTH 0°13'09" EAST, 1001.05 FEET; THENCE NORTH 89°51' EAST, 806.92 FEET, THENCE NORTH 1000.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE NORTH 50 FEET THEREOF, ALSO LESS AND EXCEPTING THE SOUTH 50 FEET THEREOF, ALSO LESS AND EXCEPTING THE EAST 30 FEET THEREOF; ALSO LESS AND EXCEPTING THE WEST 70 FEET THEREOF;

ALSO LESS AND EXCEPTING BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST, THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID 1/4 SECTION, 90 FEET, THENCE WEST 30 FEET TO THE POINT OF BEGINNING; THENCE ON THE CURVE TO THE LEFT, RADIUS 40 FEET, RUN TO A POINT 70 FEET WEST OF THE EAST BOUNDARY OF SAID 1/4 SECTION AND 50 FEET SOUTH OF THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST; THENCE 40 FEET EAST; THENCE 40 FEET SOUTH TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST; THENCE SOUTH 89°51'30" WEST ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST, 700.75 FEET, THENCE SOUTH 50 FEET TO A POINT OF BEGINNING; THENCE ON A CURVE TO THE LEFT, RADIUS 40 FEET, RUN TO A POINT 740.75 FEET WEST OF THE EAST BOUNDARY OF SAID 1/4 SECTION AND 90 FEET SOUTH OF THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST, THENCE NORTH 40 FEET; THENCE EAST 40 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID 1/4 SECTION, 950.69 FEET, THENCE WEST 70 FEET TO A POINT OF BEGINNING; THENCE ON A CURVE TO THE LEFT, RADIUS 40 FEET, RUN TO A POINT 30 FEET WEST OF THE EAST BOUNDARY OF SAID 1/4 SECTION AND 910.69 FEET SOUTH OF THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 32 SOUTH, RANGE 17 EAST, THENCE SOUTH 40 FEET, THENCE WEST 40 FEET TO THE POINT OF BEGINNING.

MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT

TO: Corey Malyszka, Urban Design and Development Coordinator
Elizabeth Abernathy, Planning and Development Director

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: December 19, 2022

SUBJECT: Site Plan

FILE: 22-31000023

LOCATION 4350 6th Street South
575 45th Avenue South

PARCEL ID: 06-32-17-00000-240-0100
06-32-17-84510-000-0010

ATLAS: F-23 **ZONING:** CCT-1

REQUEST: Approval of a large track planned development and related site plan to construct 20,817 square feet of commercial space and 465-dwelling units in multiple buildings. The applicant is requesting two design variances 1) locate the buildings off the setback line and 2) located parking in front of the commercial building.

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed large track planned development provided the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL:

1. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the CCS zoning district, a 6-foot wide public sidewalk is required along the east parkway 6th Street South and the north parkway of 45th Avenue South, and a 5-foot wide public sidewalk is required within the west parkway of 4th Street South.

Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed and existing driveways per current City and ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to be brought up to good and safe ADA compliant condition prior to

Certificate of Occupancy.

2. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the wastewater Concurrency Form (ECID Form Permit 005), available upon request from the City Engineering department, phone 727-893-7238. If an increase in flow of over 3000 gpd is proposed, the ADF information will be forwarded for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed wastewater Concurrency Form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.
3. Water service is available to the site. Proposed connections to public infrastructure including potable water and reclaimed water must receive prior approval from the City's Water Resources department.

Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer.

All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Coordinate a review with the City's Water Resources department Technical Services Division via email to WRDUtilityreview@stpete.org, or phone 727-892-5334 for additional information.

4. The scope of this project will trigger compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10-year 1-hour design storm.

Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. The BMPTrains model shall be used to verify compliance with Impaired Water Body and TMDL criteria. Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

5. Per land development code 16.40.050, habitable floor elevations for commercial projects must be set per FEMA and building code requirements as administered by the building official. Per land development code 16.40.140.4.6 the construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum. *It is noted that meeting required building floor elevations often necessitates elevating existing public sidewalks. Please note that transitions to adjacent public sidewalks shall be smooth, consistent, and ADA compliant with maximum cross slope of 2% and maximum longitudinal slope of 5%. Ramps may only be used at driveways and intersections, not mid-block in the main sidewalk path.
6. Please assure that the developer's design professional(s) coordinate with Duke Energy regarding any landscaping proposed under Duke's overhead transmission or distribution systems or necessary Duke pole relocations or installations prior to proceeding with further development of this site plan to assure that the design has provided adequate space for any Duke Energy equipment which may be required to be placed within the private property boundary to accommodate the building power needs. Early coordination is necessary to avoid additional expense and project delays which may occur if plans must be changed later in the building/site design stage as necessary to accommodate power systems on and off site. Please initiate contact via email to newconstruction@duke-energy.com.

*Needs for on-street decorative lighting or additional street lighting must be coordinated through Michael.Kirn@stpete.org, the City's liaison with Duke Energy. All lighting shall be installed at the developer's expense.

7. The applicant shall provide connection to the public sanitary sewer per current ECID, WRD, and FDEP standards. When two or more service laterals connect into a common pipe, the main must be no less than 8" PVC. New main construction will require a Wastewater Collection system permit from FDEP. The applicants EOR must provide design plan and profile for necessary sanitary sewer construction during the site plan permitting process for ECID review and approval. All construction shall meet current City ECID standards and specifications. An ECID right of way permit is required for all construction in the public right of way or within public utility easement and for connection to the public sanitary sewer or storm sewer. An FDEP Wastewater Collection System Permit is required for any main extension.
8. With the submittal of site civil plans for construction permit review, include a right of way signage

plan to show existing and proposed signage and any other existing and/or necessary traffic control features. Also show & dimension existing and proposed on-street pavement markings such as parking lanes, crosswalks, bicycle lanes, travel lane striping, PSTA bus lane striping and pavement markings, and any specialty pavement surfaces or markings in the right of way or within the roadway (decorative crosswalks, colored concrete, hexblock or other pavers, colored asphalt, painted curb line bump outs, etc.) which may be present in the vicinity of the site. Upon redevelopment the developer shall assure that all striping and signage is replaced as necessary to meet all applicable current City, MUTCD, & FDOT regulations. On-street parking shall be provided to meet the dimensional requirements of City Code 16.40.090.3.4.

9. A work permit issued by the City Engineering & Capital Improvements Department must be obtained prior to the commencement of construction within City controlled right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

Engineering Standard Details are available at the City's Website at the following link:
https://www.stpete.org/business/building_permitting/forms_applications.php

City infrastructure maps are available via email request to ECID@stpete.org. All City infrastructure adjacent to and within the site must be shown on the development project's construction plans.

STANDARD COMMENTS:

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right of way or easement.

The site-specific Temporary Traffic Control (TTC) plan in compliance with FDOT "Uniform Traffic Control Devices for Streets and Highways" and "Roadways and Traffic Design Standards" for submittal to City ECID for approval prior to initiating construction. TTC plans must be coordinated for approval through Jeffrey.Rzewnicki@stpete.org. All Traffic Control Plans shall meet the requirements of the FDOT Standard Plans Index 102-600 – 102-655 and be prepared by or certified by an individual that possesses a current Advanced MOT Course certification. The site specific TTC plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Roadway travel lane closures are discouraged and will be approved at the discretion of the City's Engineering director pending receipt of adequate justification. Impacts to the Pinellas Trail and bicycle lanes are discouraged and will require approval of a detour plan by City Transportation and City ECID. The TTC plan shall be prepared in compliance with City Engineering's "Temporary Traffic Control Plan Requirements", available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's "Parking Meter Removal & Space Rental Policy During Construction" procedure, available upon request from the City Transportation and Parking Management department.

Note that contractor introduction letters must be sent to all surrounding businesses, associations, and property owners prior to implementing any Temporary Traffic Control plan. As a minimum, the letter must give a description of the project, provide a list of all right of way impacts (parking impacts, travel lane impacts, sidewalk closures and temporary pedestrian paths, etc.), a schedule for each phase of the TTC implementation, and what to expect with regard to noise, delivery trucks, concrete trucks & pumps, as well as

contact information for the on-site contractor's representative with 24 hour availability who is responsible for addressing any and all concerns of impacted citizens. The contractor must personally visit each operating business around the construction site and make direct contact with any active business association or neighborhood association and personally introduce themselves to the business owners and association presidents. The contractor must also meet with any association representatives and property owners periodically to address any concerns that may develop as the project proceeds. The contractor is required to provide a copy of the letter and summary of when and who was contacted prior to implementing any City approved TTC plan.

*Use of the public right of way for construction purposes shall include mill and overlay in full lane widths per City ECID standards and specifications.

Redevelopment within this site shall be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of the site.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

NED/mk

ec: Sean McWhite – WRD
Kayla Eger – Development Review Services



CITY OF ST. PETERSBURG

Transportation and Parking Management Department

MEMORANDUM

TO: Corey Malyszka, Zoning Official, Planning and Development Services Department

FROM: Tom Whalen, Transportation Planning Coordinator, Transportation and Parking Management Department

DATE: December 22, 2022

SUBJECT: Approval of a large track planned development and related site plan to construct 20,817 square feet of commercial space and 465-dwelling units in multiple buildings. The applicant is requesting two design variances 1) locate the buildings off the setback line and 2) located parking in-front of the commercial building.

CASE: 22-31000023

The Transportation and Parking (“Transportation”) has reviewed the site plan for a residential and commercial development located at 4350 6th Street South and 575 45th Avenue South. The Transportation Department has several comments on the site plan and has provided a transportation analysis.

Site Plan Review

Under Section 16.40.140.4.2 of the City Code, six-foot-wide sidewalks are required on 6th Street South and 45th Avenue South because they are a collector and neighborhood collector, respectively, on the City’s Future Major Streets map. The sidewalk on 6th Street South is 5.4 feet wide on the site plan. The sidewalk on 45th Avenue South is six feet wide on the site plan. Based on the CCT-1 zoning, five-foot-wide sidewalks are required on 42nd Avenue South and 4th Street South, unless the sidewalks are abutting the curb, in which case they shall be six feet wide.

The parking lot for the commercial development has three pedestrian connections to the road network. Additional pedestrian walkways may be required per Section 16.40.090.3.4 of the City Code.

The site plan indicates that the long-term bicycle parking provided for the retail space is uncovered. Long-term bicycle parking, as required by Section 16.40.090.4 of the City Code, shall be provided on-site and may be inside buildings, under roof overhangs or awnings, in bicycle lockers, or within or under other structures. The quantity of short-term bicycle parking for the residential units is noted in the site data table on the site plan but the location is not provided.

There are bicycle lanes on 45th Avenue South adjacent to the subject property and 4th Street south of 45th Avenue South. The City's Complete Streets Implementation Plan calls for shared lane markings and a trail on 6th Street adjacent to the subject property. The applicant would be eligible for a reduction in the multimodal impact fee (MIF) that will be assessed for their project if they construct a trail facility on 6th Street. The MIF credit amount would be based on the incremental cost of building the trail facility instead of a six-foot-wide sidewalk. The reconstruction of the northeastern corner of the intersection of 6th Street South and 45th Avenue South may be eligible for a MIF credit, which would be determined during permitting if the site plan is approved.

Transportation Analysis

The City of St. Petersburg maintains all the roadways bordering the subject property. Sixth Street South is a four-lane, undivided collector. Fourth Street South is a two-lane, undivided local road. Forty-second Avenue South is a two-lane, divided local road. Forty-fifth Avenue South is a two-lane, divided neighborhood collector. South of 45th Avenue South, 4th Street South is a two-lane, undivided collector road. The speed limit on 6th Street is 35 mph and the speed limit on the other roads adjacent to the site is 30 mph.

While the City no longer has a level of service (LOS) standard for roadway capacity, the proposed plan is not expected to significantly degrade existing levels of service. According to the Forward Pinellas' 2022 Annual Level of Service (LOS) Report, the Average Annual Daily Traffic (AADT) volume on 6th Street from 39th Avenue South to 45th Avenue South is 15,500. The volume-to-capacity (V/C) ratio is 0.23 and the LOS is "D." Roadways are not considered heavily congested until their LOS become an "E" or "F" and/or their volume-to-capacity ratio is 0.90 or higher. Roadway level of service data is not available for the other roads bordering the site, or for the 4th Street South segment south of 45th Avenue South.

The subject property currently has a shopping center that is 114,660 square feet and a service garage that is 1,421 square feet. Based on aerial photographs from 1997 to 2020, the shopping plaza has consistently had a relatively small number of customers and most of the parking lot has been vacant. Trip estimates based on the Institute of Transportation Engineers' (ITE') "Trip Generation Manual" (11th Edition) would overestimate the traffic generation for the plaza, so the existing plaza is being treated as vacant land for the trip generation analysis.

The applicant has submitted a site plan that includes a 20,817-square-foot retail plaza. The maximum number of multi-family units the applicant could build is 465, which would include 349 market-rate units and 116 workforce housing units. Based on ITE data, the proposed retail plaza (ITE Land Use 822) will generate 131 p.m. peak hour trips (65 trips entering the site and 66 trips exiting the site). Some of these trips are pass-by trips, or trips that are already on the road network, such as customers that are on the way home from work. The pass-by rate is 34% based on ITE data. After subtracting the pass-by trips, the number of new p.m. peak trips is 86 trips (43 trips entering the site and 43 trips exiting the site).

The applicant plans to build 465 multi-family units in a mid-rise development (ITE Land Use 221, four to ten floors). The projected number of p.m. peak hour trips is 182 (111 trips entering the site and 71 trips exiting the site). There is no indication that some of the studies in the Trip Generation Manual were based on residential developments that included workforce units, which would be expected to generate fewer vehicular trips on average per unit.

The total number of new p.m. peak hour trips from the proposed retail plaza and residential development is 268 trips (154 trips entering the site and 114 trips leaving the site). Sixth Street South has a spare capacity of 5,025 trips in the p.m. peak hour. The projected p.m. peak hour traffic from the proposed development is significantly less than the spare capacity for 6th Street South, which provides convenient access to both the retail plaza and residential units and is the primary carrier of vehicular trips in the vicinity of the project.

The applicant's traffic consultant produced a transportation analysis for the rezoning of the subject property (Case ZM-12). The analysis was based on a previous version of the site plan, which included a 38,000 square-foot shopping center and 370 multi-family units. The number of p.m. peak hour trips was 263, which is nearly as many as the 268 p.m. peak hour trips calculated by City staff. The transportation analysis includes intersection turning movements for the four project driveways and the intersection of 6th Street South and 45th Avenue South, which are helpful in determining the traffic impact on intersection and roadway levels of service for all the roads bordering the site. Since the number of new p.m. peak hour trips in the transportation analysis is very similar to the number calculated by staff, staff believes that the applicant's traffic data and analysis should be utilized to assess the project's traffic impact. The V/C ratios for through and turning movement counts are 0.45 or lower for the five intersections during the a.m. and p.m. peak hours with the addition of the project traffic, so a significant amount of spare capacity is available. The consultant also analyzed the impact of the project on two road segments: 6th Street South from 45th Avenue South to 42nd Avenue South and 45th Avenue South from 6th Street South to 4th Street South. The consultant determined that both road segments have sufficient capacity to accommodate the new trips from the development. Staff concurs with the consultant's transportation analysis. The consultant determined that one access modification on the roadway network is needed to accommodate the trips from the project, which is a southbound left-turn lane at the project driveway on 6th Street South.

The Pinellas Suncoast Transit Authority's (PSTA's) Route 4 provides 15-minute peak service on 6th Street and 45th Avenue South adjacent to the subject property. There are northbound and southbound stops at 6th Street South and 45th Avenue South adjacent to the subject property. The bus stop on the eastern side of 6th Street is not shown on the site and the bus stop on the northern side of 45th Avenue South is noted as relocated. The applicant shall discuss with the PSTA any plans they have to relocate or remove the bus stops; the Transportation Department can provide an appropriate contact person at PSTA if the site plan is approved. The Transportation Department recommends that at least one bus stop be provided for northbound PSTA service immediately adjacent to the subject property. The demand for transit service will likely increase and the availability of very frequent service on Route 4 may help reduce the number of vehicular trips generated by the development.

The subject property is not located within a neighborhood association but borders the Bayou Highlands Neighborhood Association to the south. The Bayou Highlands Neighborhood Traffic Plan includes speed humps on 45th Avenue South, west of 6th Street. Please let me know if you have any questions about the Transportation Department's review of the case.