



City of Pinellas Park

City Council

Agenda

Thursday, August 11, 2016

7:30 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

SPECIAL PRESENTATION

PUBLIC COMMENT AND CORRESPONDENCE

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL

II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of July 28, 2016, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

- P1 CONSIDERATION OF A REQUEST FOR THE FOLLOWING WAIVERS: PARTIAL STREETSCAPE BUFFER REDUCTION, PARTIAL PERIMETER BUFFER REDUCTION AND FULL INTERIOR GREEN SPACE WAIVER; AND A REQUEST FOR VARIANCES TO THE FOLLOWING: INCREASE IMPERVIOUS SURFACE AREA RATIO FROM 76.55% TO 82%, TO REDUCE THE MINIMUM NUMBER OF REQUIRED PARKING SPACES FROM 20 SPACES TO 19 SPACES, TO REDUCE THE REAR YARD SETBACK FROM 15' TO 10' AND TO REDUCE THE REQUIRED BUILDING SEPARATION FROM 15' TO 10' FOR THE EXPANSION OF THE EXISTING BUSINESS FOR A PARCEL OF LAND GENERALLY LOCATED AT 11250 66TH STREET. (MS 2016-21/BOA 2016-35, Andrew P.N. LLC)**

PUBLIC HEARING, FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant wishes to add a 40' x 36' storage structure as an expansion to an existing business. This request caused the need for landscaping to be brought up to Code by 75% effecting the streetscape buffer, perimeter buffer and greenspace requirements and variances to impervious surface area, building separation, rear yard setback and parking.

ACTION: (Approve - Deny) Case No. MS 2016-21/BOA 2016-35 for a parcel of land generally located at 11250 66th Street, subject to the following conditions:

1. The applicant must deposit into the City Tree Bank account an amount equal to the cost of (3) three intermediate trees and (6) six understory trees of eligible species listed in Section 18-1533, Landscape Regulations, Land Development Code prior to C.O. for building.
2. The addition will be for storage only.
3. The rear yard setback shall be 10' for the proposed structure.
4. The building separation shall be 10'.
5. The minimum parking requirement shall be 19 spaces.
6. Impervious surface area shall not exceed 82% of lot area.

Department: Community Development

Reference Material: [staff rep. app. aerial. site plan.pdf](#)

- P2 **ORDINANCE NO. 3988.** ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 9561 68TH STREET (ISLAMIC SOCIETY OF PINELLAS COUNTY, INC. AX16-9)

PUBLIC HEARING, SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 0.33 acres MOL of contiguous residential property located at 9561 68th Street. There is a mobile home on the property.

C2 on 7/28/16 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 3988.

Department: Community Development

Reference Material: [AX16-9 Ordinance, Petition, Map, Attorney Letter](#)

- P3 **ORDINANCE NO. 3989.** AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 6240 AND 6260 39TH STREET AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; FROM "CH" HEAVY COMMERCIAL ZONING DISTRICT TO "M-1" LIGHT INDUSTRIAL ZONING DISTRICT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2016-02, The Gentile Group)

PUBLIC HEARING SECOND AND FINAL READING (QUASI- JUDICIAL)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant is requesting consideration to rezone two parcels of land generally located at 6240 and 6260 39th Street from "CH" Heavy Commercial to "M-1" Light Industrial or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park. The surrounding land uses consist of: to the north, a contractor's office and light manufacturing; to the south, Palm Lake Village Apartments within Pinellas County jurisdiction; to the east, a contractor's office, distribution center and garden supply store; and to the west, Youth Park Disc Golf Course. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan and approval of the request should not unduly burden adopted levels of service for City infrastructure. The Planning and Zoning Commission recommended APPROVAL at its hearing on July 7, 2016.

C3 on 7/28/16 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 3989.

Department: Community Development

Reference Material: [ord, atty ltr, excerpts from P&Z mtg, staff report, app, & aerial.pdf](#)

P4 CONSIDERATION OF A PRELIMINARY PLAT FOR A TWO (2) LOT SUBDIVISION OF A PARCEL GENERALLY LOCATED AT 8001 US HIGHWAY 19, WITH A VARIANCE TO REDUCE REQUIRED PARKING ON LOT 1 FROM 1,061 SPACES TO 960 SPACES. (PL 2016-3(P)/BOA 2016-33, Wal-Mart Stores East, LP)

PUBLIC HEARING - (QUASI- JUDICIAL)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant has requested approval of a preliminary plat to provide for one (1) outparcel located within the Wal-Mart Supercenter property, more particularly in the western side of the parking lot, directly north of Murphy Oil Gas Station. This application comes about one year after the denial of a Planned Unit Development (PUD) Overlay application to provide two (2) outparcels within the same parking lot. After discussions with staff, the applicant has re-evaluated and revised the plans to submit this new application for plat approval. One variance is requested to reduce the required parking within Lot 1 (to remain Wal-Mart). A parking study has been provided by Stonefield Engineering to demonstrate that the property will exceed parking demand with the 10% reduction in spaces.

The surrounding land uses consist of: to the north, Golden Gate Mobile Home Park; to the east, Sunset Palms Mobile Home Park; to the south, Matter Brothers Furniture; and to the west,

commercial shopping and fast food across US Highway 19.

ACTION: (Approve - Deny) After review of the Preliminary Plat and the review criteria of Section 18-103.4 and the review criteria associated with variances in Section 18-1537, I move to APPROVE/DENY Case No. PL 2016-3(P)/BOA 2016-33 on a parcel of land generally located at 8001 US Highway 19, subject to the following condition:

1. Parking supply for Lot #1 may be no less than 960 spaces.

Department: Community Development

Reference Material: [staff rep. app. aerial. plat site plan. outparcel site plan. and parking study.pdf](#)

P5 CONSIDERATION OF A REQUEST FOR A CONDITIONAL USE TO ESTABLISH A “RESTAURANT, DRIVE-IN/DRIVE-THRU” IN THE “B-1” GENERAL COMMERCIAL ZONING DISTRICT ON A NEW OUTPARCEL GENERALLY LOCATED AT 8001 US HIGHWAY 19. (CU 2016-13, Wal-Mart Stores East, LP)

PUBLIC HEARING, FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant is requesting to establish a drive-thru restaurant on a proposed outparcel within the Wal-Mart Supercenter property. Ingress/egress to and from the site will be through an access easement over the Wal-Mart parcel. There are no waivers or variances associated with this request. Surrounding land uses include to the north, south and east, the Wal-Mart; and to the west, commercial shopping and fast food across US Highway 19. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan and approval of the request should not unduly burden adopted levels of service for City infrastructure. The Planning and Zoning Commission recommended APPROVAL at its hearing on July 7, 2016.

ACTION: (Approve - Deny) After review of the Conditional Use criteria of Section 18-1531.6 and the requirements for “Restaurants, Drive-in/drive-thru” in Section 18-1531.10, I move to APPROVE/DENY Case No. CU 2016-13 on a parcel generally located at 8001 US Highway 19.

Department: Community Development

Reference Material: [excerpts from P&Z mtg. staff rep. app. aerial. site plan. and prelim plat.pdf](#)

P6 RESOLUTION NO. 16-12. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING A PORTION OF A UTILITY EASEMENT ON A PARCEL OF LAND GENERALLY LOCATED AT 8921 US HIGHWAY 19 IN SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST; PROVIDING FOR AN EFFECTIVE DATE. (V 2016-3, Daveroe Properties, LLC)

PUBLIC HEARING, FIRST AND FINAL READING

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant is requesting the vacation of a 10 foot wide by 200 foot long portion, as illustrated in sheet 2 of Exhibit A, of a 20 foot wide sanitary sewer easement in the rear of the property. It has been discovered after-the-fact that a building addition, permitted in 2001, encroaches upon this 10 foot wide portion. There are no utilities located within the proposed area for vacation that require easements. No City Divisions or private utility companies have objected to this request. The staff report identifies the following Findings of Fact:

1. The vacation is consistent with the policies of the Comprehensive Plan.
2. The various utility agencies and City divisions have no objection to the vacation.

ACTION: (Adopt - Deny) Resolution No. 16-12.

Department: Community Development

Reference Material: [resolution, atty ltr, staff rep, app, no obj ltrs, aerial.pdf](#)

IV. CONSENT AGENDA

C1 ISSUANCE OF A WARRANTY DEED FOR COMMUNITY REDEVELOPMENT AGENCY PURCHASED PROPERTIES - City of Pinellas Park to Community Redevelopment Agency

NOTE: This Warranty Deed transfers properties purchased by the Community Redevelopment Agency, from the City of Pinellas Park to the Community Redevelopment Agency. Issuance and acceptance of this Warranty Deed will correct the owner's name on the titles to these properties.

ACTION: (Approve - Deny) Authorization for City Council to issue a Warranty Deed to the Community Redevelopment Agency to correct ownership of Community Redevelopment Agency purchased properties.

Department: Community Development

Reference Material: [Warranty Deed, Attorney Approval Letter](#)

C2 AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN ADDENDUM TO LEASE AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND THE PINELLAS PARK/GATEWAY CHAMBER OF COMMERCE, INC. - For City-owned property located at Park Station, 5851-C Park Boulevard

NOTE: In June of 2004, the City entered into a Lease Agreement with The Pinellas Park/Gateway Chamber of Commerce, Inc. for City owned property located at 5851-C Park Boulevard. The initial Lease Agreement was for a term of five (5) years, and has been renewed twice under the same terms and conditions for an additional ten (10) years. This Addendum to

Lease Agreement provides for an additional ten (10) year term, extending the lease termination date from October 31, 2019 to October 31, 2026, and reduces the number of square feet leased by the Lessee from 2,409 square feet to 890 square feet.

ACTION: (Approve - Deny) Authorization for the City Manager to sign an Addendum to Lease Agreement between the City of Pinellas Park and The Pinellas Park/Gateway Chamber of Commerce, Inc. for property located at 5851-C Park Boulevard.

Department: Community Development

Reference Material: [Addendum, Lease Agreement, Attorney Letter](#)

C3 AUTHORIZATION FOR THE CITY MANAGER TO SIGN A FIRST ADDENDUM TO LEASE BETWEEN THE CITY OF PINELLAS PARK AND 70TH AVENUE, LLC - For property located at 6990 49th Street North

NOTE: In January of 2015, the City entered into a Lease with 70th Avenue, LLC for the property located at 6990 49th Street North. The leased premise is currently used by the Community Redevelopment Police Unit. The Lessor and the City have agreed to lease an additional eight hundred (800) square feet, adjoining the original leased space, at no additional charge. This First Addendum to Lease increases the leased space by an additional eight hundred square feet.

ACTION: (Approve - Deny) Authorization for the City Manager to sign an Addendum to Lease between the City of Pinellas Park and 70th Avenue, LLC for property located at 6990 49th Street North.

Department: Community Development

Reference Material: [Addendum, Lease Agreement, Attorney Letter - 70th Ave LLC](#)

V. REGULAR AGENDA

VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL

VII. ADJOURNMENT

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

AUGUST

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY						
	1	2	3	4	5	6						
7	8	9	10	11	12	13						
		7:30 PM Council Workshop	Pancake Breakfast Senior Center	7:00 PM Agenda Session 7:30 PM Council Meeting								
14	15	16	17	18	19	20						
Tisha B' av		Organ Concert City Auditorium		Florida League of Cities	Florida League of Cities	Florida League of Cities						
21	22	23	24	25	26	27						
		7:00 PM CRA 7:30 PM Council Workshop		7:00 PM Agenda Session 7:30 PM Council Meeting								
28	29	30	31		JULY							
					S	M	T	W	T	F	S	
										1	2	
					3	4	5	6	7	8	9	
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					31							
					SEPTEMBER							
					S	M	T	W	T	F	S	
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					11	12	13	14	15	16	17	
					18	19	20	21	22	23	24	
					25	26	27	28	29	30		

SEPTEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
AUGUST S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	OCTOBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31			1 Annular Eclipse of the Sun	2	3
4	5 Brush Site Closed Labor Day City Offices & Library Closed	6 7:30 PM Council Workshop	7	8 7:00 PM Agenda Session 7:30 PM Council Meeting	9	10 Pride in the Park Clean-Up
11 National Grandparents Day	12	13	14 Pancake Breakfast Senior Center	15	16 Penumbral Eclipse of the Moon	17
18	19	20 Organ Concert City Auditorium 7:00 PM CRA 7:30 PM Council Workshop	21	22 Autumn Begins 7:00 PM Agenda Session 7:30 PM Council Meeting	23 German American Society Oktoberfest	24 German American Society Oktoberfest
25	26	27	28	29	30	



City of Pinellas Park

Staff Report

File #: 16-163, Version: 1

Agenda Date: 8/11/2016

CONSIDERATION OF A REQUEST FOR THE FOLLOWING WAIVERS: PARTIAL STREETSCAPE BUFFER REDUCTION, PARTIAL PERIMETER BUFFER REDUCTION AND FULL INTERIOR GREEN SPACE WAIVER; AND A REQUEST FOR VARIANCES TO THE FOLLOWING: INCREASE IMPERVIOUS SURFACE AREA RATIO FROM 76.55% TO 82%, TO REDUCE THE MINIMUM NUMBER OF REQUIRED PARKING SPACES FROM 20 SPACES TO 19 SPACES, TO REDUCE THE REAR YARD SETBACK FROM 15' TO 10' AND TO REDUCE THE REQUIRED BUILDING SEPARATION FROM 15' TO 10' FOR THE EXPANSION OF THE EXISTING BUSINESS FOR A PARCEL OF LAND GENERALLY LOCATED AT 11250 66TH STREET. (MS 2016-21/BOA 2016-35, Andrew P.N. LLC)

PUBLIC HEARING, FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant wishes to add a 40' x 36' storage structure as an expansion to an existing business. This request caused the need for landscaping to be brought up to Code by 75% effecting the streetscape buffer, perimeter buffer and greenspace requirements and variances to impervious surface area, building separation, rear yard setback and parking.

ACTION: (Approve - Deny) Case No. MS 2016-21/BOA 2016-35 for a parcel of land generally located at 11250 66th Street, subject to the following conditions:

1. The applicant must deposit into the City Tree Bank account an amount equal to the cost of (3) three intermediate trees and (6) six understory trees of eligible species listed in Section 18-1533, Landscape Regulations, Land Development Code prior to C.O. for building.
2. The addition will be for storage only.
3. The rear yard setback shall be 10' for the proposed structure.
4. The building separation shall be 10'.
5. The minimum parking requirement shall be 19 spaces.
6. Impervious surface area shall not exceed 82% of lot area.

I. GENERAL INFORMATION

A. Request:

Consideration of a request for the following waivers: partial streetscape buffer reduction, partial perimeter buffer reduction and full interior green space waiver; and a request for variances to the following: impervious surface ratio from 76.5 to 82 percent, to reduce the number of required parking spaces from 20 to 19, to reduce the rear yard setback from 15' to 10' and to reduce the required building separation from 15' to 10' for the expansion of the existing business for a parcel generally located at 11250 66th Street.

B. Proposed use: Expansion of ANLTP General Insurance Svcs.

C. Location: 11250 66th Street, Largo, FL. 33773

D. Site Area: .62 acres (MOL)

E. Land Use Plan Designation: Residential/Office General (R/OG)

Zoning Classification: "GO" General Office

F. Public Notification: July 11, 2016

G. Legal Advertising: July 11, 2016

H. Legal Description: Park Centre Condo Unit 10

II. SITE AND VICINITY CHARACTERISTICS

A. Development History:

The subject property was platted in 1984 as Unit 10 of Park Centre Condo as recorded in the Official Records of Pinellas County Plat Book 79, page 69. It was rezoned from "GO" General Office and "B-1" Commercial General to "GO" General Office on June 14, 1984 by Ordinance # 1395 (Z 84-17). A 4,059 gross square foot commercial building was developed in 1986. From the years 1996 to 2009 the building was leased and occupied by Park Village Primary Prep Day Care Center. It was purchased by the current owner and applicant in 2012. Presently, the 4,059 square foot building has two office spaces; one unit is 1,128 square feet and is leased and occupied by T & C Dental of Largo, P.L.L.C and the remaining unit is 2,931 square feet and is owned and occupied by the applicant as ANLTP General Insurance Services. Permit #2016002355 was applied for a 40' x 36' structure and this requested landscape waiver and variance is a result of that permit. No permits were found on record for the following changes to the site: installation of a four foot wrought iron fence; closure of the two original ingress / egress driveways; installation of a brick paver driveway connection to the ingress/egress easement on the east side of the parcel without an existing apron and flare and the repaving and striping of the parking lot. The applicant asserts that this driveway existed when purchased. The original driveways were blocked off with planters to prevent semi-trailer trucks from using the driveways to complete turnarounds that were damaging the pavement on the subject lot.

B. Site Characteristics:

The subject parcel is accessible from 66th Street to the east using a 60' wide general utility ingress / egress easement. It is located behind a retail plaza. The 4,059 square foot building was developed in 1986 on an irregular shaped lot approximately 152' wide x 211' deep in length on the east side and 114' deep in length on the west side. There is also a 30' wide utility ingress / egress easement running north and south within the subject parcel in the eastern portion of the property. This easement also serves as a private drive aisle to the apartment complex south of the subject parcel. The subject parcel is nestled in the center of the Park Village Condo Unit. It is in the "GO" General Office Zoning District that abuts Park Village Condo Unit, however was not included as part of the density calculation for the residential portion of the Condos. The subject parcel is surrounded by "B-1" General Commercial Zoning Districts. To the south and west are multifamily apartment complexes; to the north and east are two retail plazas.

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	RM R/O/R	"B-1"	Park Village Apartments / Wyndham Office Properties, LLC
SOUTH	RM	"B-1"	Bryan Dairy Place Apartments
EAST	CG	"B-1"	Retail Plaza
WEST	RM	"B-1"	Park Village Apartments

D. Essential Services Summary:

Assistant City Manager/Community Dev. Admin: No objection
Zoning Director: Comment

Appears that this is a principal use rather than an accessory building. If use is for record storage as part of the business then parking @ 1:750 sq. ft. is also required. Some amount of landscaping upgrade required due to expansion. Check buffer requirements to see if landscape waiver is needed as well based on the 5' setback request.

RESPONSE: The use is for record storage related to the business. A landscape waiver will be needed.

Building Division: Comment

*Structure is to meet the requirements of the Florida Building Code 5th Edition.
Building Code for separation and setback along with Zoning Regulations.*

Life Safety Management: Comment

Fire Department has no problem with the variance. All development is to comply with the Fla Fire Prevention Code.

Does Bldg. Code allow the separation distance between buildings?

REPOSE: Building Separation is found in the Land Development Code Section 18.1530.17.

If the new building is attached to the existing building that may trigger code compliance for both buildings.

RESPONSE: The new building is not attached to the existing building.

Community Planning: No objection

Police Department: No objection

PPWMD: No objection

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Public Works Divisions:

Administrator:

No objection

Engineering Services:

No comment

Utilities Dir:

No comment

Transportation & Stormwater Div:

No comment

III. WAIVER REQUESTS

Section 18-1533.22 Landscape Waivers

In determining whether any requirements of this Section should be waived, the City Council or Community Redevelopment Agency, as applicable, shall consider the following criteria:

1. Purpose of Requirement. Whether the purpose of the requirement is otherwise fully achieved, or more important purposes of this Ordinance, the Comprehensive Plan, or the Community Redevelopment Plan will be served thereby, or the requirement serves no valid public purpose in the particular case.
2. Public Interest, Adjacent Property. Whether the waiver will create an adverse impact; on the public interest or on the adjacent property, and whether all necessary alternative measures shall be taken by the applicant to prevent any such impact;
3. Property Size, Configuration, Natural Feature. Whether the size, configuration, and/or natural features of the property involved present a hardship on the development of the property;
4. Surrounding Property. The size, character, configuration, zoning, natural features of and use of the surrounding property; and,
5. Hardship. Whether the need for the waiver is the result of a self-imposed hardship.

Analysis: The need for the requested landscape waivers is a result of a request to build an addition needed for the business to expand. The proposed expansion requested consists of a 40' x 36' structure (1,440 sq. ft.) which is a 35% expansion of the existing floor area. According to Section 18-1533-8 a building expansion of 35% requires the owner to establish compliance with 75% of landscaping requirements which equals to 25% streetscape, 25% perimeter buffers and 25% interior green space (VUA) landscaping requirements.

The number of required trees is 15 trees total – 3 canopy, 5 intermediate and 7 understory. There are five (5) Canopy trees and three (3) palms which count as one (1) understory tree currently planted on the property. However, it has been determined that the applicant will have to pay into the City's Tree Bank account an amount equal to the cost of, three (3) intermediate trees and six (6) six understory trees of eligible species should the waiver be granted.

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There is one (1) oak tree currently within the streetscape and numerous potted plants line the front property line. The east, side yard along the 30' wide utility ingress / egress easement of the subject parcel consists of three (3) oak trees and a partial hedge in need of additional plantings to be considered continuous. There is one (1) oak tree, a grouping of three (3) palm trees and some overgrown hedges along the west side yard.

A. Request for partial waiver to the streetscape buffer requirements.

Analysis: According to Section 18-1533.15 the requirement for a streetscape buffer is 1). A total landscaped area equal to at least six (6) square feet for each linear foot of lot frontage and 2). Such areas shall contain one (1) tree for each forty (40) linear feet of lot frontage or a fraction thereof and a continuous hedge. Currently, the streetscape has two (2) trees and a hedge. This waiver is requested for the two (2) additional required trees.

B. Request for partial waiver to perimeter buffer requirements.

Analysis: According to Section 18-1533.16 (A) The subject parcel is required to meet buffer requirement Type A for required perimeter landscape buffers. Type A requires 5' minimum buffer width parallel and abutting to the entire length of interior side and rear lot lines; a minimum tree requirement along interior property lines of 1 per 50 feet and a continuous hedge. The placement of the existing developed structure on the lot prevents any perimeter buffer plantings along the interior side and rear lot lines to some extent. The east perimeter currently holds three (3) trees where five (5) are required. The south has no trees where three (3) are required. The west has one (1) tree where three (3) are required. There are no hedges provided along the perimeters.

C. Request for waiver to interior green space requirements.

Analysis: According to Table 18-1533.17 (B) An area or combination of areas equal to eight (8) percent of the total vehicular use area shall be devoted to interior landscaping. The green space on this lot is inadequate as most of the lot is taken up by the existing building and a parking lot. No interior islands or curbs exist. There is a dumpster shown on the original site plan however, the current owner has chosen the use of cans instead. The area in front of the proposed expansion does consist of numerous potted plants. A small grass area, where the business sign is located, exists in the front as you approach but no other plantings are present in this area.

The purpose of the requirement is to establish minimum standards for the development, installation and maintenance of landscaped pervious areas within the City. It is recognized that these requirements promote public health, safety and general welfare. The subject parcel is hidden from the public view located behind a retail plaza. The dental office is open only two days per week, and the insurance agency, according to the applicant, is generally on-line sales. The waiver should not create an adverse impact on the public interest or on the adjacent properties. The applicant has potted plants to lessen such impacts to surrounding properties as available land for plantings is limited by pavement. The owner has chosen the

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only area available for expansion on the site. The hardship is being created by the applicants need to expand.

IV. VARIANCES REQUESTED: (SECTION 18-1519.4(B) DIMENSIONAL AND AREA REGULATIONS), SECTION 18-1519.4 (C) MAXIMUM LOT COVERAGE AND (SECTION 18-1530.17(A) 1 MINIMUM BUILDING SEPARATION)

ANALYSIS OF VARIANCE CRITERIA

Section 18-1537.2 VARIANCES A variance from the terms of this ordinance shall not be granted by the Board of Adjustment unless and until a written application for a variance is submitted demonstrating:

- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same district.
- B. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
- C. That the special conditions and circumstances do not result from the actions of the applicant.
- D. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district.
- E. The Board of Adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.
- F. The Board of Adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.
- A. A request for a variance to reduce the rear yard setback from 15' to 10'

Analysis: The existing commercial building was developed with a 5' setback in 1986 in the "GO" General Office Zoning District. The applicant is proposing to install a 40' x 36' structure for business related storage. If the proposed structure could have been attached to the existing structure it could have been placed at the previously established 5' setback with no separation requirement. Since the two buildings could not have been attached the required building separation is necessary. The Florida Building Code also requires a 10' feet distance from the rear property line, otherwise a one hour fire rated wall would be required for an approved permit. As shown on the survey the distance measures at 10' from the rear property line. Therefore a one hour fire rating on the south wall of the proposed structure will not be

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required.

- B. A request for a variance to reduce the required building separation from 15' to 10' for an expansion.

Analysis: The site was purchased by the current owner in 2012 and is currently operated as an insurance office and dental office. The request is an expansion to the use that consists of the two buildings being separated. Section 18-1530-17 of the Land Development Code for Minimum Building Separation requires a distance of 15'. The Florida Building Code also requires a 10' feet building separation or else have a one hour fire rated wall for an approved permit. As shown on the survey, the actual distance measures 10' between structures. Therefore a one hour fire rating on the west wall of the proposed structure will not be required.

- C. A request to reduce the minimum parking requirement from 20 to 19 spaces.

Analysis: Due to the expansion a parking calculation was performed and the result is 20 required spaces. There are 19 available on site. The dental office is only open 2 days per week and the applicant has stated most of the sales associated with the insurance sales is on line. Therefore, the request to reduce the minimum required parking from 20 spaces to 19 should not have a negative impact to adjoining properties.

A 30' wide utility ingress/egress and a 60' wide utility ingress/egress running through the parcel are peculiar to the land. Also this parcel is located behind a retail plaza and is zoned in the "GO" General Office District, and is surrounded by "B-1" General Commercial zoned parcels with a multifamily use. These special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same district. The applicant would like to keep uniformity within the lot; placing the structure in the 15' setback would be less aesthetically pleasing. Therefore, the literal interpretation of the provisions of this ordinance may deprive the owner of the ability to expand the business and deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance. The special conditions and circumstances is not the result of the applicant however as the applicant had no part in the development of the land. However, a greater public purpose is achieved by allowing the business to expand in place. Granting the requested variances would not confer on the applicant any special privileges if all required Codes can be met. The variances requested are the minimum variances that would allow the applicant to expand the business as proposed. It does not appear that the new building would impact the surrounding properties, therefore granting the variance will be in harmony with the general purpose and intent of this ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

- D. A request to reduce the amount of pervious area (greenspace) from the existing 23.5% to 18% where 25% is required.

Analysis: There is no record of the site data on this parcel from the time of initial development. It is apparent from the historical aerial photography record between 2011

MS 2016-21/BOA 2016-35
Andrew P.N., LLC/MT

and 2014 that the paved parking area was increased substantially resulting in the existing nonconformity related to the impervious surface coverage of 23.5%. The present owner asserts no knowledge of this work.

V. MOTION

After review of the landscaping criteria listed at Section 18-1533.22 (B) 1-5 WAIVERS and the variance criteria of Section 18-1537.2 and this staff report, I move to APPROVE/DENY Case No. MS 2016-21 and BOA 2016-35 with the following conditions:

1. The applicant must deposit into the City Tree Bank account an amount equal to the cost of (3) three intermediate trees and (6) six understory trees of eligible species listed in Section 18-1533, Landscape Regulations, Land Development Code prior to C.O. for building.
2. The addition will be for storage only.
3. The rear yard setback shall be 10' for the proposed structure.
4. The building separation shall be reduced from 15' to 10'.
5. The minimum parking requirement will be 19 spaces.
6. Impervious surface area shall not exceed 82% of lot area.

CASE # MS 2016-21 PZ MEETING: CC MEETING: 7/28/16
PLAT SHEET: AA13 RELATED CASES: BOA2016-35 RECEIPT NUMBER: 244130
ZONING DISTRICT: G0 LAND USE DESIGNATION: R/OG DATE RECEIVED: 6

City of Pinellas Park, Florida
APPLICATION FOR BOARD OF ADJUSTMENT

FOR OFFICE USE ONLY

CASE # BOA 2016-35 BOA MEETING: 7/26/16 CRA MEETING: —
PLAT SHEET: AA13 RELATED CASES: — DATE RECEIVED: 6/21/16
ZONING DISTRICT: G0 LAND USE DESIGNATION: R/OG RECEIPT NUMBER: 244129

REQUEST AND PROPERTY INFORMATION

REQUEST: Change rear setback from 15' to 5'; reduce building separation from 15' to 5'

GENERAL LOCATION OF PROPERTY OR ADDRESS: 11250 66th St Largo

PROPERTY SIZE (Acreage / Square Feet): 0.62 Acre

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: Commercial / Insurance Agency
1730 General Office

PARCEL NUMBER(S): 18-30-16-66301-000-0100

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION Park Centre Condo Unit 10

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

OWNER/APPLICANT INFORMATION - PLEASE PRINT CLEARLY

PROPERTY OWNER: Andrew PN LLC PHONE: (727) 455 9720

ADDRESS/CITY/ZIP: 11250 66th St Largo FL 33773 ATTN: TINA Phan
(PLEASE PROVIDE CONTACT NAME)

AUTHORIZED AGENT: James McGuire PHONE: (225) 400-2034

ADDRESS/CITY/ZIP: 2465 Colquitt Hwy Colquitt, GA 39837

OTHER REPRESENTATIVE: _____ PHONE: (____) _____

ADDRESS/CITY/ZIP: _____

THE APPLICANT BELIEVES THAT BOARD OF ADJUSTMENT SHOULD GRANT THIS REQUEST BECAUSE:

Adding a storage that is offset to existing building by 10' will take away from aesthetics of the property and surrounding properties.

VARIANCE: A variance from the terms of the Zoning Code shall not be granted until the applicant can justify the need for a variance by providing responses to the following criteria:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same Zoning District.

The existing building was built on a 5' rear setback. In the years since, the rear setbacks were changed to 15'.

2. Why would the literal interpretation of the provisions of the Zoning Code deprive you of rights commonly enjoyed by other properties in the same Zoning District under terms of the Code?

We would be unable to make full use of our property by having a smaller storage structure which would not hold all the material needed by our company, or be unable to have a structure at all.

3. Explain how the special conditions or circumstances of this case do not result from actions of the applicant.

The current office building was built when the setback requirement was only 5'. We simply wish to make the building's setbacks uniform.

4. Will granting the variance requested confer on the applicant any special privilege that is denied by the Zoning Code to other lands, structures or buildings in the same Zoning District.

Granting the variance will provide no special privilege to the applicant.

5. Will this be the minimum variance that will make possible the reasonable use of the land, building or structure if granted?

YES.

6. How will the granting of the variance be in harmony with the general purpose and intent of the Zoning Code, not be injurious to the neighborhood, or be detrimental to the public welfare?

This will make ~~the~~ buildings on our property look uniform, and will
in no way encroach upon our neighbors. Allowing the variance
will in fact increase the property value and NOT ADD MORE TRAFFIC, and
allow our office to operate more efficiently, and remain in this
Community without the need for relocation in an effort to find
More storage space.

07/20/11
11/11/11 11:11:11
11/11/11 11:11:11
11/11/11 11:11:11

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

TINA PHAN

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

11250 66th St. Largo, FL 33773

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

Park Centre Condo Unit 10

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Add storage building w/ 5' rear setback

3. That the undersigned (has/have) appointed and (does/do) appoint _____ as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

[Signature]
SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF PINELLAS

HONG VO
Notary Public, State of Florida
My Comm. Expires Dec. 16, 2019
No. FF 944092

(SEAL ABOVE)

The foregoing instrument was acknowledged before me this 6/21/16
(Date)

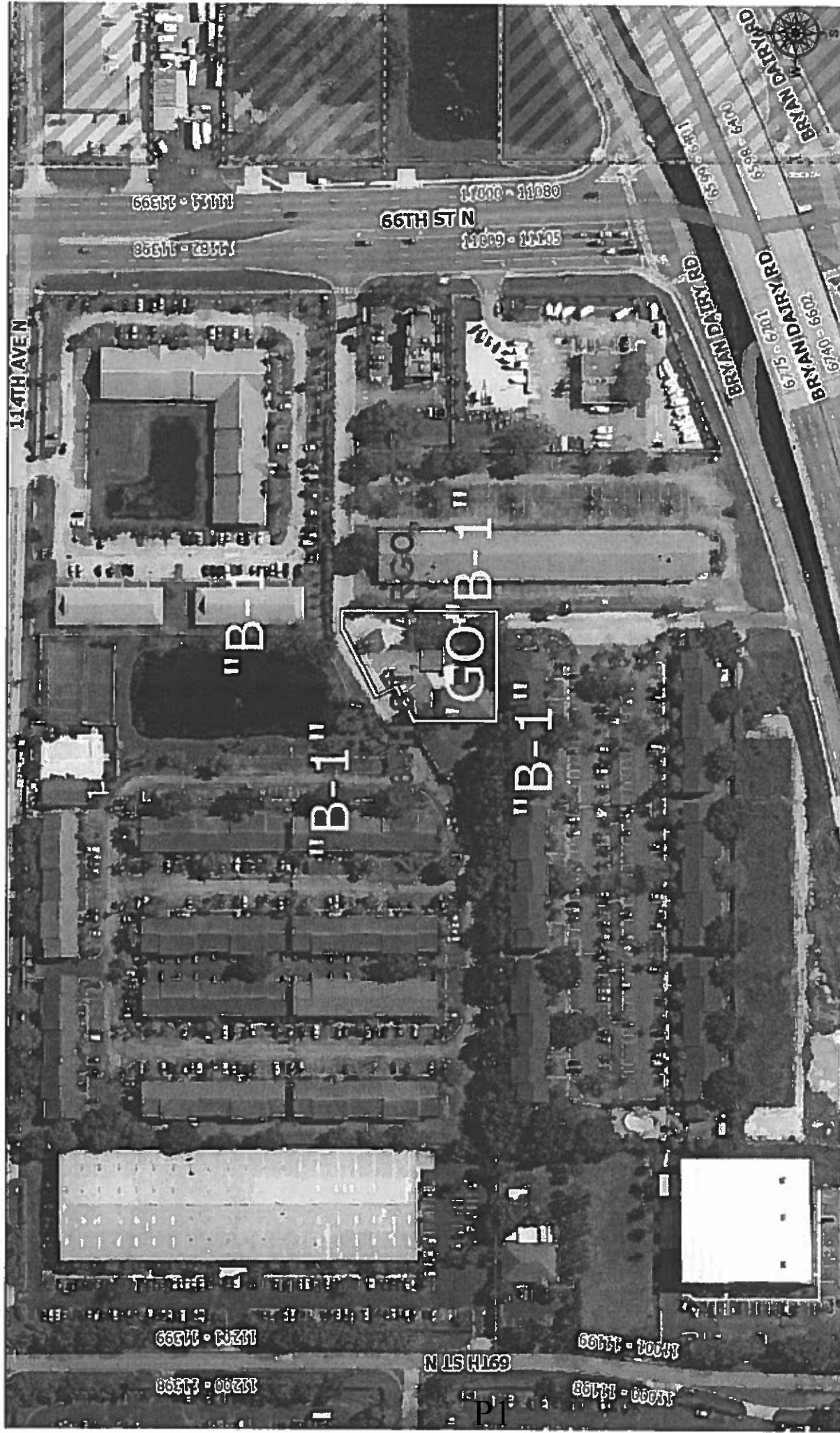
By Tina Phan, Owner
(Name of person acknowledging and title of position)

who is personally known to me or who has produced P500-813-700-712-0
(Type of identification)

as identification and who did (did not) take an oath.

Hong Vo Notary Public, Commission No. 944092

[Signature] Name of Notary typed, printed or stamped)



June 21, 2016

- | | | | |
|--------------------|-------------------------|--------------------|----------------------|
| Major Roads | Centerline Range Labels | Neighboring Cities | ST PETERSBURG |
| Principal Arterial | Pinellas Park | KENNETH CITY | Unincorporated |
| Minor Arterial | Municipal Boundary | LARGO | Unincorporated Areas |
| Collector | Annexations | SEMINOLE | |

1:2,501



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USFAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, OpenStreetMap contributors, and the GIS User Community

SECTION 18, TOWNSHIP 30S, RANGE 16E

CERTIFIED TO: TINA PHAN
ANDREW P N LLC

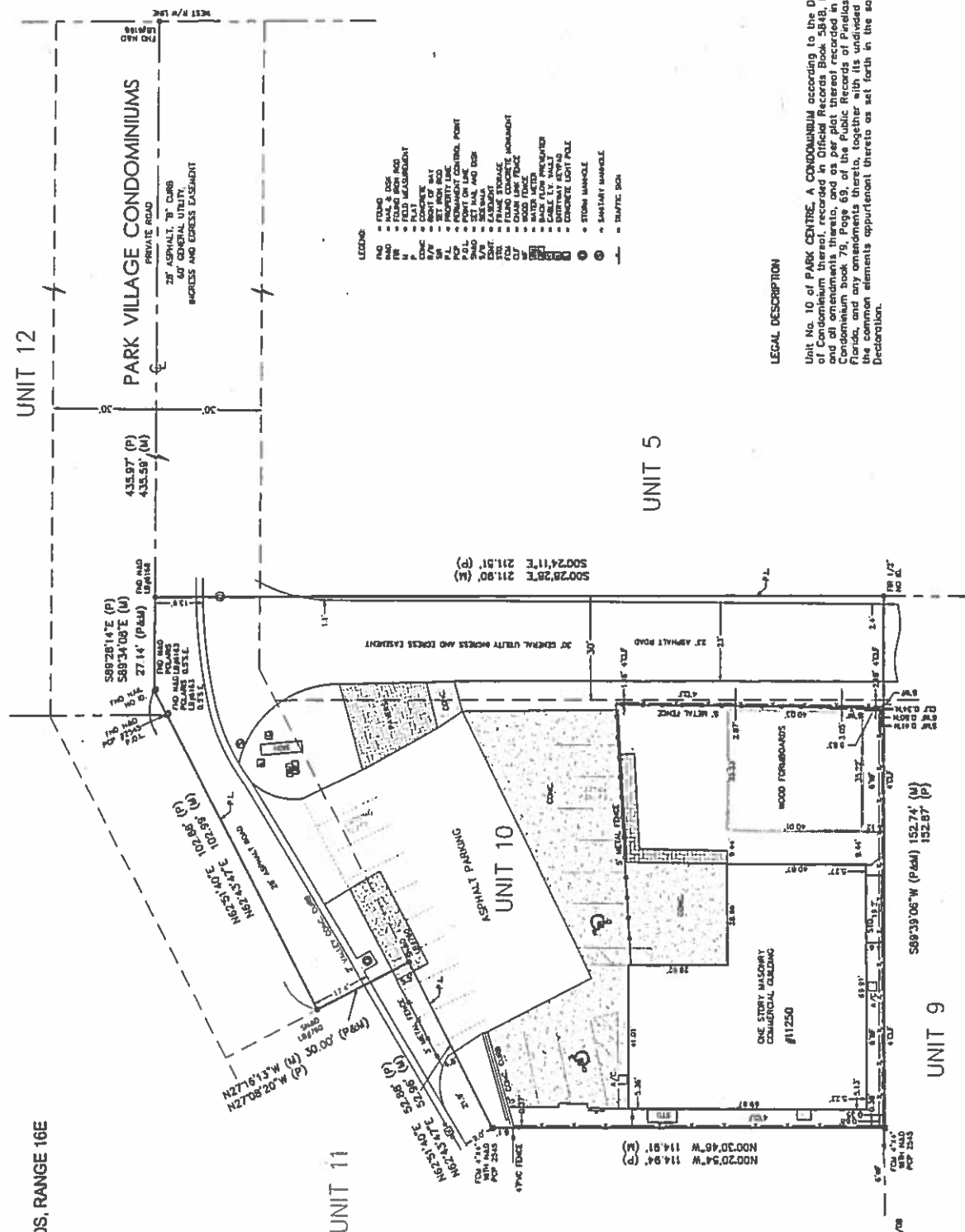


NORTH BASIS:

PLAY

SCALE: 1" = 20'

UNIT 11



NOTE: This survey is made for the exclusive use of the current owner of the property and the those who purchase, mortgage or guarantee the title thereto within the (1) year from date hereof.

NOTE: This survey was prepared without the benefit of a title search and is subject to all economic, rights-of-way and other matters of record. Survey not valid without the signature and the original vested land of a Florida Licensed

Flood Zone
 "C" AREA OF MINOR FLOOD HAZARD
 COMMUNITY PANEL #12511 LINDSEY M. RENSED 8/18/08
 Date of Survey:
 SOUTH BOUNDARY
 BEING SURVEYED (PER PLAN)

LEGAL DESCRIPTION

Unit No. 10 of PARK CENTRE, A CONDOMINIUM according to the Declaration of Condominium thereto, recorded in Official Records Book 5848, Page 650, and all amendments thereto, together with all per plot thermal recorded in Condominium book 79, Page 69, of the Public Records of Pinellas County, Florida, and any amendments thereto, together with its undivided share in the common elements appurtenant thereto as set forth in the said Declaration.

CERTIFICATION

JOHN C. BRENDIA
Florida surveyor's registration No. 1289
Certificate of Authorization No. 760

JOHN C. BRENDLA AND ASSOCIATES, INC.
Consulting Engineers and Land Surveyors

JCB

4015 82nd Avenue North
Pineellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932

LA 760

BOUNDARY SURVEY WITH IMPROVEMENTS

[illegible]

Job Number: _____
Survey date: _____
DWN: JM
CHK: JCB



City of Pinellas Park

Staff Report

File #: 16-147, Version: 1

Agenda Date: 8/11/2016

ORDINANCE NO. 3988. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 9561 68TH STREET (ISLAMIC SOCIETY OF PINELLAS COUNTY, INC. AX16-9)

PUBLIC HEARING, SECOND AND FINAL READING

(Speaker - Shannon Coughlin, Economic Development Manager)

NOTE: This is a voluntary annexation of 0.33 acres MOL of contiguous residential property located at 9561 68th Street. There is a mobile home on the property.

C2 on 7/28/16 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 3988.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING THE PARCEL OF LAND GENERALLY LOCATED AT 9561 68TH STREET, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(ISLAMIC SOCIETY OF PINELLAS COUNTY, INC. AX16-9)

WHEREAS, the Owner of a certain parcel of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 9561 68th Street, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 19, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of R-1 which is the closest compatible to the County R-3 zoning on the subject parcel at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING	_____	DAY OF _____, 2016
PUBLISHED MAP & TITLE	_____	DAY OF _____, 2016
PUBLISHED MAP ONLY	_____	DAY OF _____, 2016
PUBLIC HEARING	_____	DAY OF _____, 2016
PASSED THIS	_____	DAY OF _____, 2016

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2016

ATTEST:

SANDRA L. BRADBURY, MAYOR

DIANE M. CORNA, MMC, CITY CLERK

ANNEXATION ORDINANCE LEGAL

Islamic Society of Pinellas County, Inc.
Parcel: 19/30/16/43236/000/0340
Located at 9561 68th Street

LOTS 34&35, IRVING PLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 31, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF LOT 35, IRVING PLACE, FURTHER DESCRIBED ABOVE, SAID POINT BEING THE POINT OF BEGINNING, RUN SOUTH 88°58'45" EAST 121.00'; THENCE NORTH 00°00'27" EAST 120.00'; THENCE NORTH 88°58'45" WEST 121.00' TO THE NORTHWEST CORNER OF LOT 34, THENCE SOUTH 00°00'27" WEST 120.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.33 ACRES M.O.L.

PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

PARCEL: 19-30-16-43236-000-0340
(Located at 9561 68th Street)

IRVING PLACE LOTS 34 AND 35.

A PARCEL CONTAINING 0.33 ACRES M.O.L.

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

Islamic Society of Pinellas County, Inc.
9400 67th Street
Pinellas Park, FL 33782


ISLAMIC SOCIETY OF PINELLAS COUNTY, INC.:



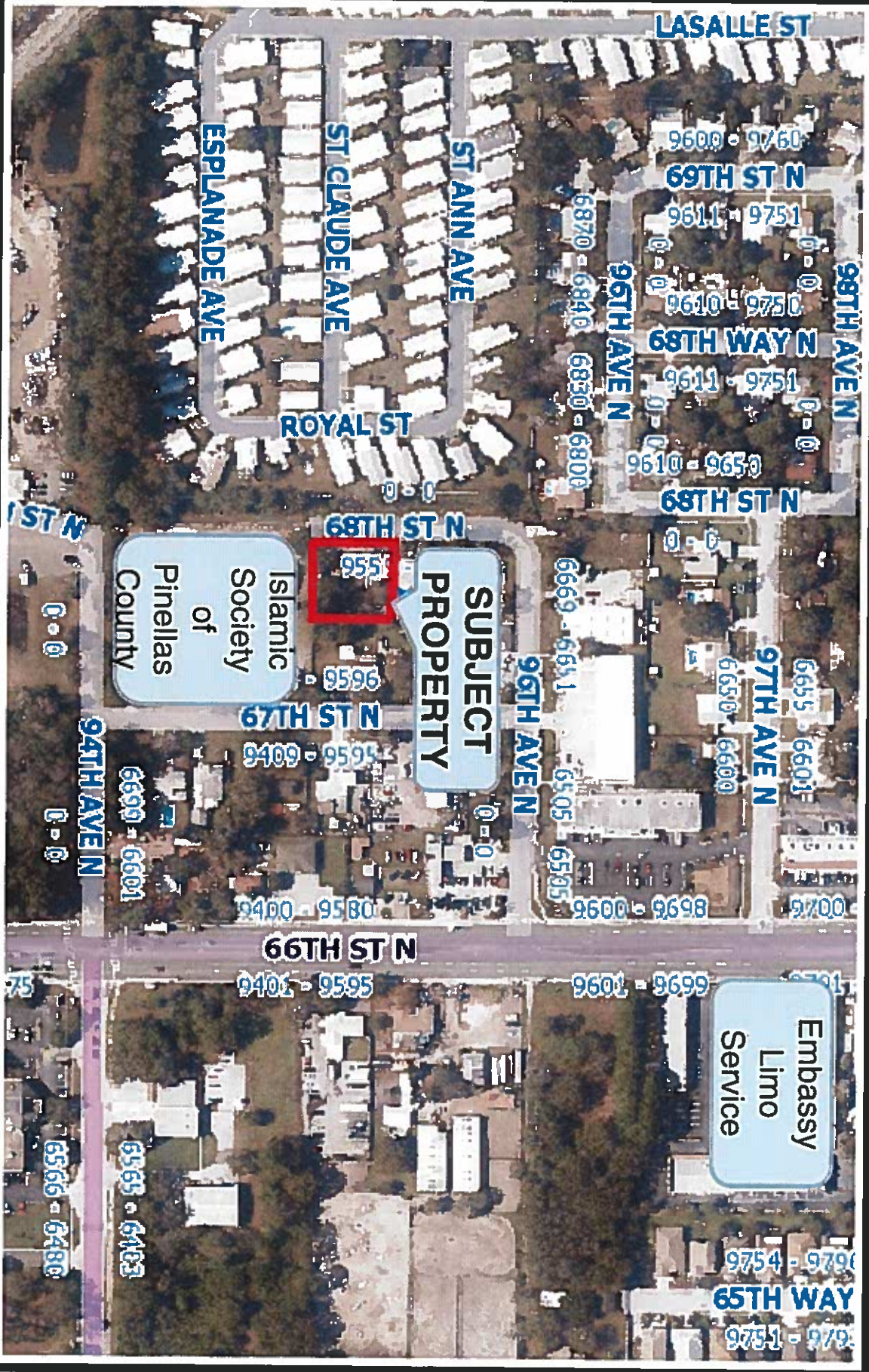
Witness



ALI ABUSHAL, DIRECTOR



Witness



19-30-16-43236-000-0340
9561 68th Street

AX16-9

City of
PINELLAS PARK

5141 78TH AVE. - P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

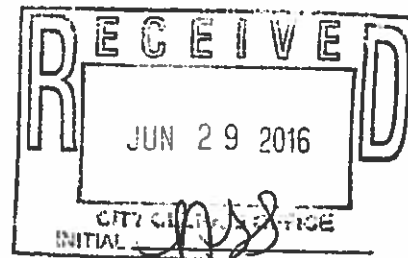


FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 888-1011

June 29, 2016

Ms. Amanda Conte
Community Development Division
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #16-133
Annexation Ordinance AX16-9, Islamic Society of Pinellas County, Inc.

Dear Ms. Conte:

I have received and reviewed the above-referenced ordinance. I note that when I look up the property address and parcel number on the Pinellas County Property Appraiser's website, the owner listed is not the Islamic Society of Pinellas County, Inc. I am unaware if the Islamic Society of Pinellas County, Inc. is in the process of purchasing this property, but before the ordinance and Annexation Agreement could be executed, the property would need to be in the legal name of the Petitioner (Islamic Society of Pinellas County, Inc.).

Once the property is in the legal name of the Petitioner, and assuming that the correct legal description is attached as Exhibit A, I would approve of the ordinance as to form and correctness.

Very truly yours,

Lauren Christ Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

LCR/dh



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City of Pinellas Park

Staff Report

File #: 16-152, Version: 1

Agenda Date: 8/11/2016

ORDINANCE NO. 3989. AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 6240 AND 6260 39TH STREET AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; FROM "CH" HEAVY COMMERCIAL ZONING DISTRICT TO "M-1" LIGHT INDUSTRIAL ZONING DISTRICT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2016-02, The Gentile Group)

PUBLIC HEARING SECOND AND FINAL READING (QUASI- JUDICIAL)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant is requesting consideration to rezone two parcels of land generally located at 6240 and 6260 39th Street from "CH" Heavy Commercial to "M-1" Light Industrial or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park. The surrounding land uses consist of: to the north, a contractor's office and light manufacturing; to the south, Palm Lake Village Apartments within Pinellas County jurisdiction; to the east, a contractor's office, distribution center and garden supply store; and to the west, Youth Park Disc Golf Course. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan and approval of the request should not unduly burden adopted levels of service for City infrastructure. The Planning and Zoning Commission recommended APPROVAL at its hearing on July 7, 2016.

C3 on 7/28/16 Council agenda.

ACTION: (Pass - Deny) Ordinance No. 3989.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING CHAPTER 18, SECTION 18-1501.5, LAND DEVELOPMENT CODE OF THE CITY OF PINELLAS PARK, CODE OF ORDINANCES AND CITY ZONING MAP BY REZONING CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 6240 AND 6260 39TH STREET AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; FROM "CH" HEAVY COMMERCIAL ZONING DISTRICT TO "M-1" LIGHT INDUSTRIAL ZONING DISTRICT; CERTIFYING CONSISTENCY WITH THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Z 2016-02, The Gentile Group)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the following described property generally located at 6240 and 6260 39th Street, lying within Section 34, Township 30 South, Range 16, is hereby rezoned from "CH" Heavy Commercial Zoning District to "M-1" Light Industrial Zoning District;

LOTS 1, 2 AND 3 OF DONALD INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 84, PAGE 21.

SECTION TWO: That the City Council does hereby certify that this Ordinance is consistent with the City's Comprehensive Plan and elements thereof adopted pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act.

SECTION THREE: The City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FOUR: That all Ordinances, or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby repealed insofar as the same affect this Ordinance.

SECTION FIVE: That this Ordinances shall become effective immediately upon its final passage and adoption.

PUBLISHED THE _____ DAY OF _____, 2016.

FIRST READING _____ DAY OF _____, 2016.

PUBLIC HEARING THE _____ DAY OF _____, 2016.

PASSED THIS _____ DAY OF _____, 2016.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2016.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

EXHIBIT "A"

LOTS 1, 2 AND 3 OF DONALD INDUSTRIAL PARK AS RECORDED IN PLAT
BOOK 84, PAGE 21

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 988-1011

June 24, 2016


Ms. Anna Weaver
Zoning Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #16-125
Ordinance Amending Section 18-1501.5

Dear Ms. Weaver:

I have received and reviewed the above-mentioned ordinance. I would approve of the ordinance as to form and correctness.

Very truly yours,


for James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

JWD/law



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Mr. Femal – It was designed so that we could have one way traffic through the site. There is one entrance and one exit. Also, this allows for drive-thru stacking to be contained onsite and not overflow into Wal-Mart's property.

Discussion on design and traffic flow.

Mr. Jason Cruse – 151 Sawgrass Corners Drive and I am the developer. I have been sworn. It is just simply designed that way for exposure to Hwy 19 and having the store front face it.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Bommattei to **APPROVE** case no. CU 2016-13.

ROLL CALL VOTE

Aye: Shelley, DeLong, Madden, Sabiel, Pinion, Long, Bommattei

Nay: None

MOTION CARRIES UNANIMOUS VOTE

3. CASE NO.: Z 2016-2 (Quasi-Judicial)

REQUEST: Consideration of a request to rezone a certain parcel of land from "CH" Heavy Commercial District to "M-1" Light Industrial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park.

LOCATION: 6240 and 6260 39th Street

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

Mr. Madden – It looks like 3 lots are there instead of 2, why is that?

Ms. Weaver – When the land was originally platted, it was 3 lots. Our GIS system has a blue line to show the original lot lines but when you zoom in, you can see this red line showing the new lot lines. That is why I put this thick red box around to clarify.

PROPOSERS

Mr. Michael Gentile - 28059 US Hwy 19 North Suite 302, Clearwater, FL. Sworn in by Ms. Scalos. This proposal is simply for me to have the opportunity to lease to different types of businesses in the community. The change in zoning gives me that leeway to solicit those different types of tenants.

OPPOSERS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Madden to **APPROVE** case no. Z 2016-2.

ROLL CALL VOTE

Aye: Shelley, DeLong, Madden, Sabiel, Pinion, Long, Bommattei
Nay: None

MOTION CARRIES UNANIMOUS VOTE

NEW BUSINESS

None

GENERAL BUSINESS

Next month's meeting is August 4, 2016. Changes were approved by the P&Z Commission for the proposed memo to City Manager regarding F, RE and RR zoning districts.

ADJOURNMENT

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Bommattei to **ADJOURN** the meeting.

ROLL CALL VOTE

Aye: Sabiel, Bommattei, DeLong, Long, Shelley, Pinion, Madden
Nay: None

Meeting adjourned at approximately 8:45 p.m.

Dennis Shelley, CHAIRPERSON

=====ZONING DIVISION=====

Case Number: Z 2016-2
P&Z Hearing: July 7, 2016
CC Hearing: July 28, 2016 (1st Read)
August 11, 2016 (PH)

Owner: The Gentile Group, LLC
Agent: Michael Gentile

=====

I. GENERAL INFORMATION

A. Request:

Consideration of a request to rezone a certain parcel of land from "CH" Heavy Commercial District to "M-1" Light Industrial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park.

B. Proposed use: Light Manufacturing

C. Location: 6240 and 6260 39th Street

D. Site Area: 2.49 acres (MOL)

E. Land Use Designation: Industrial Limited (IL)

Zoning Classification: "CH" Heavy Commercial

F. Public Notification: June 17, 2016

G. Legal Advertising: June 17, 2016

H. Legal Description: DONALD INDUSTRIAL PARK LOTS 1, 2 AND 3

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

This property was platted as Lots 1, 2 and 3 of Donald Industrial Park in 1981 as recorded in plat book 84, page 21. Previous uses have included clothing distributors, furniture liquidators, martial arts and fitness, consignment shops, food distribution, sign company, contractor's office and florist.

B. Site Characteristics:

This site is developed with a 17,700 square foot building and a 20,762 square foot building that were both constructed in 1984. There is associated vehicular use area surrounding the buildings with perimeter landscaping.

C. Vicinity Characteristics:

AREA	LAND USE	ZONING	EXISTING CONDITIONS
NORTH	IL	M-1	Contractor's office, light manufacturing
SOUTH	RM	County RPD-20	Palm Lake Village Apartments
EAST	IL	M-1	Contractor's office, distribution center, garden supply
WEST	R/OS	P	Youth Park Disc Golf Course

D. Essential Services Summary:

Asst. City Manager/Community Dev. Admin:	No objection
Zoning Director:	No objection
Building Division:	No objection
Life Safety Management:	No objection
Community Planning:	No objection
Police Department:	No objection
PPWMD:	No objection
FDOT:	No objection
Army Reserve Medical Command:	Not received

Public Works Division:

Administrator: No comment

Engineering Services: No comment

Utilities Dir: No comment

Transportation & Stormwater: No comment

Pinellas County Public Schools: No objection

III. SECTION 18-1539.3 REVIEW CRITERIA

(B) For map amendments, the Planning and Zoning Commission and City Council shall be guided by the following considerations:

1. Whether the available uses to which the property may be put are appropriate to the property under accepted planning practices in question and compatible with existing land uses and planned uses in the area.

Analysis: The available uses to which the property may be permitted in the "M-1" Light Industrial Zoning District are appropriate to the parcel under accepted planning practices in question and compatible with existing land uses and planned uses in the area. The areas to the north and east are all zoned "M-1" and to the west is "P" Public Zoning with Youth Park. The Future Land Use classification of this property, as well as adjacent properties is Industrial Limited (IL). The "M-1" zoning designation is consistent with this Future Land Use category.

2. Whether the numerical and dimensional development requirements which govern the development of the property will sufficiently safeguard the integrity and character of the area.

Analysis: The property being rezoned is approximately 2.49 acres. The numerical and dimensional development requirements do appear to sufficiently safeguard the integrity and character of the abutting properties and surrounding neighborhood. The lot requirements are as follows: width – 100 feet, depth – 150 feet, area – 15,000 square feet. The two lots that are proposed for rezoning exceed these requirements. A Unity of Title will be required to bring the building into compliance with setbacks of the district. The applicant is in the process of having this completed.

3. Whether the amendment will constitute a grant of special privilege to an individual owner.

Analysis: The amendment will not constitute a grant of special privilege to an individual owner. The areas to the north and east are zoned "M-1" Light Industrial. This designation is compatible with the Future Land Use category of Industrial Limited (IL) which supports the proposed light manufacturing use.

4. Whether there are adequate provisions for water supply and treatment, sanitary sewer collection, transmission and treatment, drainage, and solid waste collection and disposal within the service area involved.

Analysis: Existing provisions for water, sewer and solid waste services are adequate and reasonably available to meet the needs of the site.

5. Whether there are adequate provisions for traffic movement and safety, both vehicular and pedestrian, in the area.

Analysis: Traffic impacts are as follows:

1. Characteristics

ACCESS / DESIGNATION	
39 th Street	Local
62 nd Avenue	Arterial
EXISTING CONDITIONS	
39 th Street	Improved 60 ft ROW
62 nd Avenue	Improved 100 ft ROW

2. Trip Generation¹:

BY EXISTING ZONING/LAND USE (Heavy Commercial/Industrial Limited)
178 Trips/acre x 2.49 acres = 443 trips/day
BY PROPOSED ZONING/LAND USE (Light Industrial/Industrial Limited)
178 Trips/acre x 2.49 acres = 443 trips/day

¹ Projected on the basis of trip generation per Future Land Use Class.

3. Level of Service:

39 th Street	N/A	
-------------------------	-----	--

***LOS not assigned to local streets

6. Whether there are adequate provisions for schools, parks, and mass transit within the service area involved.

Analysis: The proposed rezoning should have no impact on the adopted level of service for schools or parks.

7. Whether the district boundaries are appropriately drawn with due regard to locations and classifications of streets, ownership lines, and existing improvements.

Analysis: The proposed district boundaries are appropriately drawn with regard to classification of streets, ownership lines and existing improvements.

8. Whether changed or changing conditions make the adoption of the proposed amendment necessary or appropriate, including but not limited to, substantial reasons that the property cannot be used in accordance with the existing zoning.

Analysis: The applicant proposes to utilize the property for multiple uses to include light manufacturing, a similar use that is currently on adjacent properties. Current uses on the property will remain as these buildings have suites that are leased out to multiple business owners. Each business has a required Business Tax Receipt.

9. Whether the amendment will be likely to have an adverse effect on the existing natural environment and natural resources.

Analysis: This rezoning should have no adverse effect on the existing natural environment or natural resources. The parcels are fully developed.

10. Whether the proposed amendment is consistent with the Comprehensive Plan and, if applicable, the Community Redevelopment Plan.

Analysis: The proposed rezoning is consistent with the City's Comprehensive Plan and also consistent with the IL Future Land Use category, relative to parcel size and location.

IV. MOTION

After reviewing the Criteria for Zoning Map Amendments outlined in Section 18-1539.3(B), and the staff analysis presented in Section III, 1-10 of this report, I move to APPROVE/DENY Case No. Z 2016-2 on parcels generally located at 6240 and 6260 39th Street.

City of Pinellas Park, Florida
APPLICATION FOR REZONING

FOR OFFICE USE ONLY

CASE #: Z 2016-2 PZ MEETING: 7-2-16 CC/CRA MEETING: 7/28^{1st} 8/11 PM
PLAT SHEET: F-1 RELATED CASES: _____ DATE RECEIVED: 6/3/16
ZONING DISTRICT: CH LAND USE DESIGNATION: _____ RECEIPT NUMBER: _____

REQUEST AND PROPERTY INFORMATION

REQUEST: Rezoning to M-1 - Light Industrial

GENERAL LOCATION OF PROPERTY OR ADDRESS: 6260 39th St N. Pinellas Park, FL 33781
+ 6240 39th Street

PROPERTY SIZE (Acreage or Square Feet): 4.7 Acres / 79,054 Sq. Ft.

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: CH + M-1, General Commercial. Block Construction

PARCEL NUMBER(S): 34-30-28525-000-0030 & 90 & 10 & 100

LEGAL DESCRIPTION: LOT _____ BLOCK _____ SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

~~See attached~~ Donald Industrial Park
Lots 1, 2 and 3

OWNER / APPLICANT INFORMATION

PROPERTY OWNER: The Gentile Group, LLC PHONE: (727) 725-9999

ADDRESS/CITY/ZIP: 28059 US Hwy 19 N. Suite 302 Clearwater FL 33761

AUTHORIZED AGENT: Michael Gentile PHONE: ()

ADDRESS/CITY/ZIP: _____

OTHER REPRESENTATIVE: _____ PHONE: ()

ADDRESS/CITY/ZIP: _____

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

The Gentile Group, LLC

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

6260 39th St. N. Pinellas Park FL 33781

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See Attached

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Rezoning to M-1 Light Industrial

3. That the undersigned (has/have) appointed and (does/do) appoint _____ as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Pinellas



The foregoing instrument was acknowledged before me this June 3, 2016
(Date)

By Michael Gentile
(Name of person acknowledging and title of position)

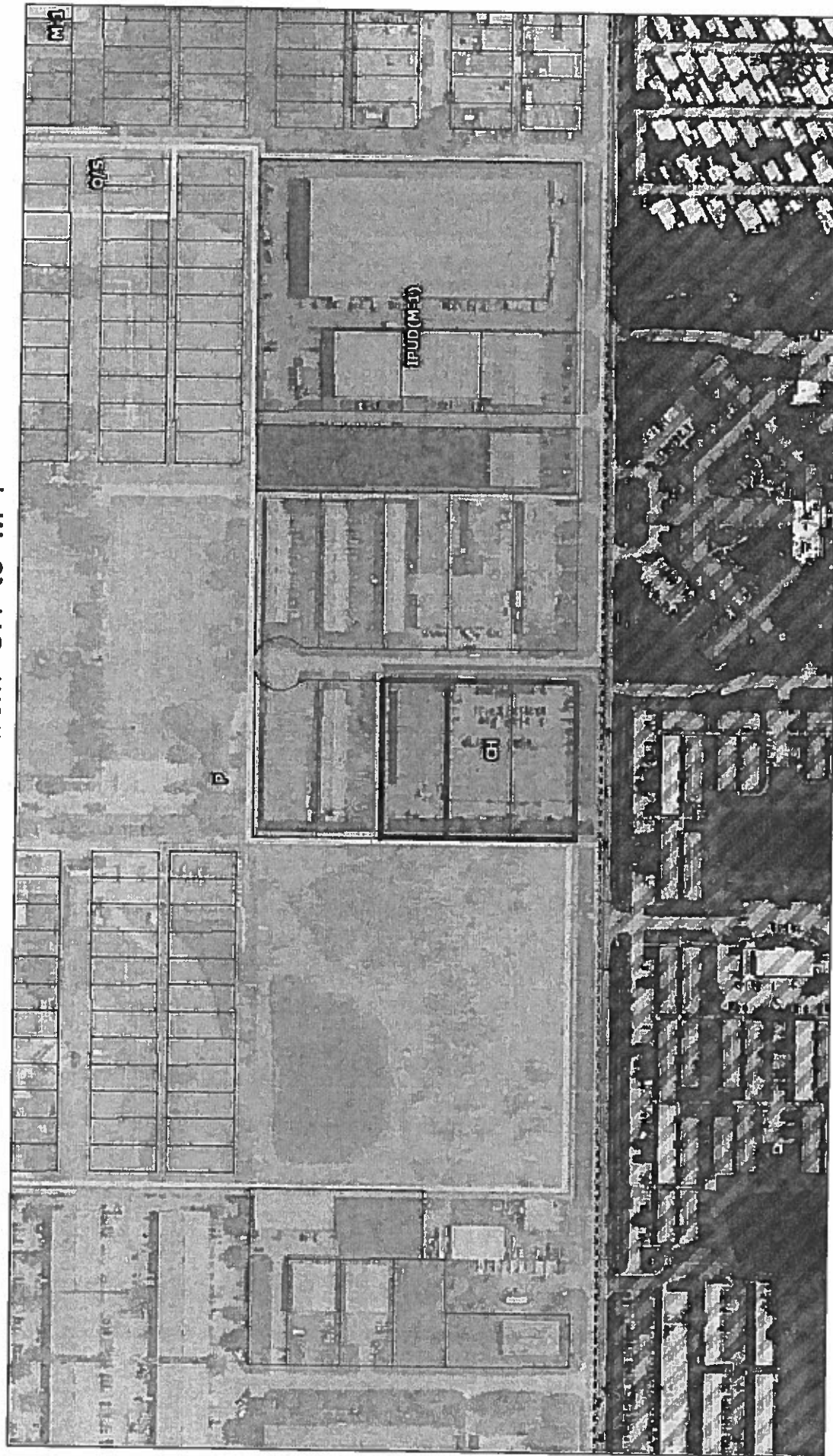
who is personally known to me or who has produced F
(Type of Identification)

as identification and who did (did not) take an oath.

Mario Riani Notary Public, Commission No. EE 830691

Mario Riani
Name of Notary typed, printed or stamped)

Z 2016-2 rezone from "CH" to "M-1"



July 7, 2016

Lot Lines

Lot/Common Area

Park/Open Space

Pinellas Park

Municipal Boundary

Annexations

1:3,359

0 0.0275 0.055 0.11 mi

0 0.045 0.09 0.18 km

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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City of Pinellas Park

Staff Report

File #: 16-164, **Version:** 1

Agenda Date: 8/11/2016

CONSIDERATION OF A PRELIMINARY PLAT FOR A TWO (2) LOT SUBDIVISION OF A PARCEL GENERALLY LOCATED AT 8001 US HIGHWAY 19, WITH A VARIANCE TO REDUCE REQUIRED PARKING ON LOT 1 FROM 1,061 SPACES TO 960 SPACES. (PL 2016-3(P)/BOA 2016-33, Wal-Mart Stores East, LP)

PUBLIC HEARING - (QUASI- JUDICIAL)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant has requested approval of a preliminary plat to provide for one (1) outparcel located within the Wal-Mart Supercenter property, more particularly in the western side of the parking lot, directly north of Murphy Oil Gas Station. This application comes about one year after the denial of a Planned Unit Development (PUD) Overlay application to provide two (2) outparcels within the same parking lot. After discussions with staff, the applicant has re-evaluated and revised the plans to submit this new application for plat approval. One variance is requested to reduce the required parking within Lot 1 (to remain Wal-Mart). A parking study has been provided by Stonefield Engineering to demonstrate that the property will exceed parking demand with the 10% reduction in spaces.

The surrounding land uses consist of: to the north, Golden Gate Mobile Home Park; to the east, Sunset Palms Mobile Home Park; to the south, Matter Brothers Furniture; and to the west, commercial shopping and fast food across US Highway 19.

ACTION: (Approve - Deny) After review of the Preliminary Plat and the review criteria of Section 18-103.4 and the review criteria associated with variances in Section 18-1537, I move to APPROVE/DENY Case No. PL 2016-3(P)/BOA 2016-33 on a parcel of land generally located at 8001 US Highway 19, subject to the following condition:

1. Parking supply for Lot #1 may be no less than 960 spaces.

===== ZONING DIVISION =====

Case Number: PL 2016-3(P)/BOA 2016-33
CC Hearing: August 11, 2016

Owner: Wal-Mart Stores East, LP
Agent: Matthew Femal, PE, Kimley-Horn
Chris Demeter, PLS, Kimley-Horn

I. GENERAL INFORMATION

A. Request:

Consideration of a Preliminary Plat for a two (2) lot subdivision of a parcel generally located at 8001 US 19, with a variance to reduce required parking on Lot 1 from 1,061 spaces to 960 spaces.

B. Proposed use: Existing Wal-Mart to remain on Lot 1
Proposed Wendy's on Lot 2

C. Location: 8001 US 19

D. Site Area: 25.8 acres MOL

E. Land Use Plan Designation: Commercial General (CG)
Residential/Office/Retail (R/O/R)

Zoning Classification: "B-1" General Commercial

F. Public Notification: July 29, 2016

G. Legal Advertising: July 29, 2016

I. Legal Description: Attached "Exhibit A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

This property is currently developed with an existing Wal-Mart Supercenter. The parcel was originally zoned "F" Farm District and was rezoned piece by piece to "B-1" General Commercial until the entire property was assembled in 1999. In 2007, a Unity of Title was released to allow a lot line adjustment for the sale of a parcel to Murphy Oil and Gas Station. The new Unity of Title was recorded November 2, 2007. The two parcels met Land Development Code requirements without any additional variances or waivers. On June 25, 2015, PUD 2015-4 and associated cases were presented to City Council for a Public Hearing which would have provided for the subdivision of this Wal-Mart parcel into three (3) lots. Lot 1 would remain the Wal-Mart, Lot 2 would become a drive-thru restaurant and Lot 3 would become a drive-thru ice cream shop. The drive-thru establishments required Conditional Use approval and there were seven (7) waivers and variances requested as a part of this proposed Planned Unit Development. City Council denied the request due to concerns of inadequate off-street parking.

B. Site Characteristics:

The subject parcel is a total of 25.8 acres MOL. The proposed outparcel will be situated in the west parking field of Wal-Mart. There is a City lift station easement at the northwest corner of the parcel and a City water easement at the southwest corner of the parcel. To the north, a portion of 82nd Avenue has been vacated (V 2016-1) with an easement held over it's entirety for the City.

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	"T-2"	RLM	Golden Gate Mobile Home Park
SOUTH	"CH"	CG	Matter Brothers Furniture and Design
EAST	"T-2"	RLM	Sunset Palms Mobile Home Park
WEST	"B-1"	CG	Commercial shopping centers, fast food

D. Essential Services Summary:

Assistant City Manager:	No objection
Zoning Director:	No objection
Building Division:	No objection
Life Safety Management:	Comment

Location will need to provide fire hydrant coverage for development. Additionally, all developments to comply with the Fla. Fire Prevention Code.

Community Planning: Comment

See consistent Comprehensive Plan policies in Section III below.

Police Department: No objection

Public Works Division:
Administrator: No comment

Engineering Services: Comments

1. Provide all information required for Preliminary Plat Application (see Sec. 18-104.1)

2. Provide widths of all streets and pavement on 40th Street and 82nd Avenue.

RESPONSE: All comments have been addressed on revised preliminary plat.

Utilities Dir: No comment

Transportation & Stormwater: No comment

PPWMD: No objection

Army Reserve Medical Command: Not received

Pinellas County Public Schools: No objection

III. COMPREHENSIVE PLAN REVIEW (PLATS)

A. Comprehensive Plan

Consistent X Inconsistent ____ Not Applicable ____

The proposed Preliminary Plat is consistent with the City's adopted Comprehensive Plan. The following Comprehensive Plan Policies are provided for reference:

LU 1.3.1

The City will continue to promote redevelopment and urban infill development that is compatible with and supports the integrity and viability of existing residential neighborhoods.

LU 1.6.2

The City will provide the necessary range of public facilities and services to encourage infilling of vacant land.

LU 1.15.13

All new development and redevelopment shall utilize underground utility and telecommunications access, whenever possible.

LU 1.13.6

Encourage infill residential development that is consistent and compatible with surrounding land uses.

PW 1.5.3

Infill development shall be encouraged where system utilities are already available.

B. Application Requirements

Consistent X Inconsistent Not Applicable

The proposed Preliminary Plat is consistent with the application requirements identified within Section 18-104.1.

C. Subdivision Design Standards

Consistent X Inconsistent Not Applicable

The proposed Preliminary Plat is consistent with the Subdivision Design Standards identified within Section 18-105.

D. Standards for Subdivision Improvements

Consistent X Inconsistent Not Applicable

The proposed Preliminary Plat is consistent with the Standards for Subdivision Improvements.

E. Other - City Code of Ordinances

Consistent X Inconsistent Not Applicable

The proposed Preliminary Plat is consistent with the City's adopted Code of Ordinances.

IV. SUMMARY

A. Development Considerations: Final plat must be submitted within one year of approval or preliminary plat becomes null and void.

B. Variances: See Section V below for criteria and review of a parking variance to Lot 1.

V. SECTION 18-1537.2. VARIANCE REVIEW CRITERIA

Variances from the terms of this Ordinance shall not be granted by the City Council sitting as the Board of Adjustment unless and until a written application for the variances is submitted demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same district.
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.
3. That the special conditions and circumstances do not result from the actions of the applicant.
4. That granting the variances requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.
5. The City Council shall further make a finding that the reasons set forth in the application justify the granting of the variances, and that the variances are the minimum variances that will make possible the reasonable use of the land, building or structure.

The City Council shall further make a finding that the granting of the variances will be in harmony with the general purpose and intent of this Ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

Request for a variance on Lot 1 to reduce required parking from 1,061 spaces to 960 spaces, a 10% reduction.

Analysis: This request is due to the subdivision of the property. With 1.45 acres of the existing parking area being subdivided and redeveloped for a proposed drive-thru restaurant, there will be a reduction in parking. Lot 1 currently has 1,120 spaces where 1,061 are required. The proposed plan will provide 960 spaces, a physical reduction of 160 spaces, but 101 spaces below the requirement.

Additionally, a parking study has been provided to show evidence that a parking reduction of 10% should adequately serve the peak parking demand for this location. The applicant's assertion is based on the peak parking count on Saturday, July 2, 2016 between 11:00 a.m. and 2:00 p.m. This is expected to be the highest peak day and time in a week according to the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 9th Edition. On this day, it was found that approximately 56% of the existing parking lot was utilized. With the proposed parking reconfiguration, it is estimated that 65% of the remaining 960 spaces will be utilized. See Exhibit D for detailed parking study, provided by Stonefield Engineering & Design.

VI. MOTION

After review of the Preliminary Plat and the review criteria of Section 18-103.4 and the review criteria associated with variances in Section 18-1537, I move to APPROVE/DENY Case No. PL 2016-3(P)/BOA 2016-33 on a parcel of land generally located at 8001 US Highway 19, subject to the following condition:

1. Parking supply for Lot #1 may be no less than 960 spaces.

EXHIBIT A

ALL THAT CERTAIN PIECE PARCEL OR TRACT OF LAND SITUATE LYING AND BEING IN A PORTION OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF TALLAHASSEE BASE MERIDIAN, SAID LANDS ALSO BEING ALL OF FARM 19, AND A PORTION OF FARMS 20, 29, AND 30, PINELLAS FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. SAID LANDS NOW LYING AND BEING IN PINELLAS COUNTY FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID FARM 20; THENCE, BEARING SOUTH 89°44'29" EAST, ALONG THE NORTH LINE OF SAID FARM 20, A DISTANCE OF 15.00 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, CONTINUE SOUTH 89°44'29" EAST, ALONG THE NORTH LINE OF SAID FARM 20 AND FARM 19, A DISTANCE OF 1,267.70 FEET TO A POINT ON THE EAST LINE OF SAID FARM 19; THENCE, BEARING SOUTH 00°10'03" WEST, ALONG SAID EAST LINE OF FARM 19 AND FARM 30, A DISTANCE OF 974.04 FEET TO A POINT; THENCE, LEAVING SAID EAST LINE, BEARING NORTH 89°47'31" WEST, A DISTANCE OF 639.74 FEET TO A POINT; THENCE, BEARING NORTH 00°04'23" EAST, A DISTANCE OF 15.88 FEET TO A POINT; THENCE, BEARING NORTH 89°47'46" WEST, A DISTANCE OF 291.17 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19; THENCE, BEARING NORTH 31°58'03" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 431.10 FEET TO A POINT; THENCE, LEAVING SAID EASTERLY LINE, BEARING SOUTH 89°58'00" EAST, A DISTANCE OF 198.51 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 29.33 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 41.48 FEET BEARING NORTH 45°02'00" EAST; THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.07 FEET TO A POINT; THENCE, BEARING NORTH 00°02'00" EAST, A DISTANCE OF 53.00 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 34.33 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 48.55 FEET BEARING NORTH 44°58'00" WEST; THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 53.93 FEET TO A POINT; THENCE, BEARING NORTH 89°58'00" WEST, A DISTANCE OF 266.41 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19; THENCE, BEARING NORTH 31°58'03" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 61.81 FEET TO A POINT; THENCE, LEAVING SAID EASTERLY LINE, BEARING NORTH 00°01'17" WEST, A DISTANCE OF 425.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE SOUTH 15 FEET OF VACATED 82nd AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 19078, PG 368-371, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 1,123,038 SQUARE FEET OR 25.78 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

City of Pinellas Park, Florida
APPLICATION FOR PRELIMINARY SUBDIVISION PLAT

FOR OFFICE USE ONLY

CASE # PL 2016-3(P) CC MEETING DATE: July 14, 2016 DATE RECEIVED: 6/1/16
PLAT SHEET: F-5 RELATED CASES: CU 2016-3 / BOA 2016-33 RECEIPT NUMBER: 244121
LAND USE DESIGNATION: CG ZONING DISTRICT: B-1

PROPERTY INFORMATION

PLEASE CHECK: NEW APPLICATION ☒ REAPPLICATION OF EXPIRED PLAT ☐

NAME OF SUBDIVISION: _____

GENERAL LOCATION OF PROPERTY OR ADDRESS: 8001 US Hwy 19

PROPERTY SIZE (Acreage / Square Feet): 25.36 ac NUMBER OF LOTS: 2

PARCEL NUMBER(S): _____

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

"exhibit A"

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Wal-Mart Stores East, L.P. PHONE: (479)273-4000

ADDRESS/CITY/ZIP: 2001 S.E. 10th Street, Bentonville, AR 72716

AUTHORIZED AGENT: Kimley-Horn and Associates, Inc. c/o Matthew R. Femal PHONE: (813)620-1460

ADDRESS/CITY/ZIP: 655 N. Franklin St. Suite 150, Tampa, FL 33602

ENGINEER/SURVEYOR: Chris Demeter, PLS PHONE: (772)794-4050

ADDRESS/CITY/ZIP: 445 24th Street Suite 200, Vero Beach, FL 32960

Matthew Femal

SIGNATURE OF OWNER/AGENT

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

Wal-Mart Stores East, LP

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

8001 US Highway 19 North, Pinellas Park, FL

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See Attached Exhibit A.

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Preliminary Plat for sub-division of Lot 2

3. That the undersigned (has/have) appointed and (does/do) appoint Matthew R. Fernal as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

Matthew Fernal
SIGNED (PROPERTY OWNER) *Agent*

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this _____

(Date)

*see attached
authorization*

By _____

(Name of person acknowledging and title of position)

who is personally known to me or who has produced _____

(Type of identification)

as identification and who did (did not) take an oath.

(SEAL ABOVE)

Notary Public, Commission No. _____

Name of Notary typed, printed or stamped)

FOR OFFICE USE ONLY

REQUEST AND PROPERTY INFORMATION

REQUEST: Variance to reduce parking requirement by 10%

GENERAL LOCATION OF PROPERTY OR ADDRESS: 8001 US Highway 19 North, Pinellas Park, FL 33781

PROPERTY SIZE (Acreage / Square Feet): 25.36 AC

CURRENT USE (Number and Type of Buildings): Existing Building - 227,661 sf Walmart Supercenter with 9,737 sf Garden Center

PARCEL NUMBER(S): 27-30-16-69840-100-1900

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

Please see attached Exhibit A

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Wal-Mart Stores East, LP PHONE: (479) 273-4000

ADDRESS/CITY/ZIP: 2001 S.E. 10th Street, Bentonville, AR 72716

Kimley-Horn and Associates, Inc.

AUTHORIZED AGENT: c/o Matthew R. Femal PHONE: (813) 620-1460

ADDRESS/CITY/ZIP: 655 N. Franklin St. , Suite 150, Tampa, FL 33602

OTHER REPRESENTATIVE: _____ PHONE: (____) _____

ADDRESS/CITY/ZIP:

THE APPLICANT BELIEVES THAT BOARD OF ADJUSTMENT SHOULD GRANT THIS REQUEST BECAUSE:

The applicant is requesting a parking reduction of 10% to allow for a proposed outparcel carve out to be used for fast food drive through restaurant. The code allows for administrative approval of parking reductions of 10% or less. The attached parking utilization study demonstrates the remainder parking after the reduction is adequate to serve the existing facility.

VARIANCE: A variance from the terms of the Zoning Code shall not be granted until the applicant can justify the need for a variance by providing responses to the following criteria:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same Zoning District.

Based upon the results of the parking study, the applicant has demonstrated the parking reduction is adequate to serve the existing facility.

2. Why would the literal interpretation of the provisions of the Zoning Code deprive you of rights commonly enjoyed by other properties in the same Zoning District under terms of the Code?

The applicant has demonstrated the existing parking exceeds the required parking demand. The existing facility contains unused parking spaces that could be used for redevelopment into other uses.

3. Explain how the special conditions or circumstances of this case do not result from actions of the applicant.

The parking study is based upon shopping habits of the public.

4. Will granting the variance requested confer on the applicant any special privilege that is denied by the Zoning Code to other lands, structures or buildings in the same Zoning District.

Other applicants will need to demonstrate their use justifies a parking reduction

5. Will this be the minimum variance that will make possible the reasonable use of the land, building or structure if granted?

Yes

6. How will the granting of the variance be in harmony with the general purpose and intent of the Zoning Code, not be injurious to the neighborhood, or be detrimental to the public welfare?

The existing parking spaces are being unused. Approval of the parking reduction will allow
for redevelopment of the empty parking field.

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

Wal-Mart Stores East, LP

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

8001 US Highway 19 North, Pinellas Park, FL

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See attached Exhibit A

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Variance to reduce parking requirement by 10%.

3. That the undersigned (has/have) appointed and (does/do) appoint Matthew R. Femal as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

Matthew R. Femal
SIGNED (PROPERTY OWNER) Agent

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this _____
(Date)

*see attached
authorization*

By _____
(Name of person acknowledging and title of position)

who is personally known to me or who has produced _____
(Type of identification)

as identification and who did (did not) take an oath.

(SEAL ABOVE)

Notary Public, Commission No. _____

Name of Notary typed, printed or stamped)



Real Estate

Jeff Waggener, Senior Director of Project Design and Management

2001 SE 10th Street
Bentonville, AR 72716
Phone 479.273.4000
www.walmart.com

May 29, 2014

RE: Liquor Licensing, Zoning, Permitting, and Approvals
Applicant: Wal-Mart Stores East, L.P. a Delaware Limited Partnership
Project Name: Pinellas Park, FL #1390-213
Site Address: 8001 US Highway 19 North, Pinellas Park, FL 33781

On behalf of Wal-Mart Stores East, LP ("Wal-Mart"), I hereby authorize Kimley-Horn and Associates, Inc. (the "Engineer"), to serve as Wal-Mart's authorized agent for the purpose of seeking all requisite liquor licenses, zoning modifications, permits, and approvals related to the proposed building additions and site modifications of the above-referenced site.

The Engineer's authorization is expressly limited to (i) signing and delivering applications for liquor licenses, zoning modifications, permits, and approvals that are related to the building additions and site modifications of the above-referenced site, and (ii) advancing the requisite funds on behalf of Wal-Mart to file such applications. Further, this authorization does not empower the Engineer to either negotiate on Wal-Mart's behalf or otherwise obligate Wal-Mart in any manner whatsoever, including any attempt to obligate Wal-Mart to pay for or construct improvements without additional authorization in writing from Wal-Mart.

Respectfully,

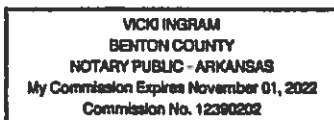
WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE Management, LLC, a Delaware limited
liability company, General Partner

By: 
Jeff Waggener
Sr. Director of Project Design and Management

STATE OF ARKANSAS
COUNTY OF BENTON

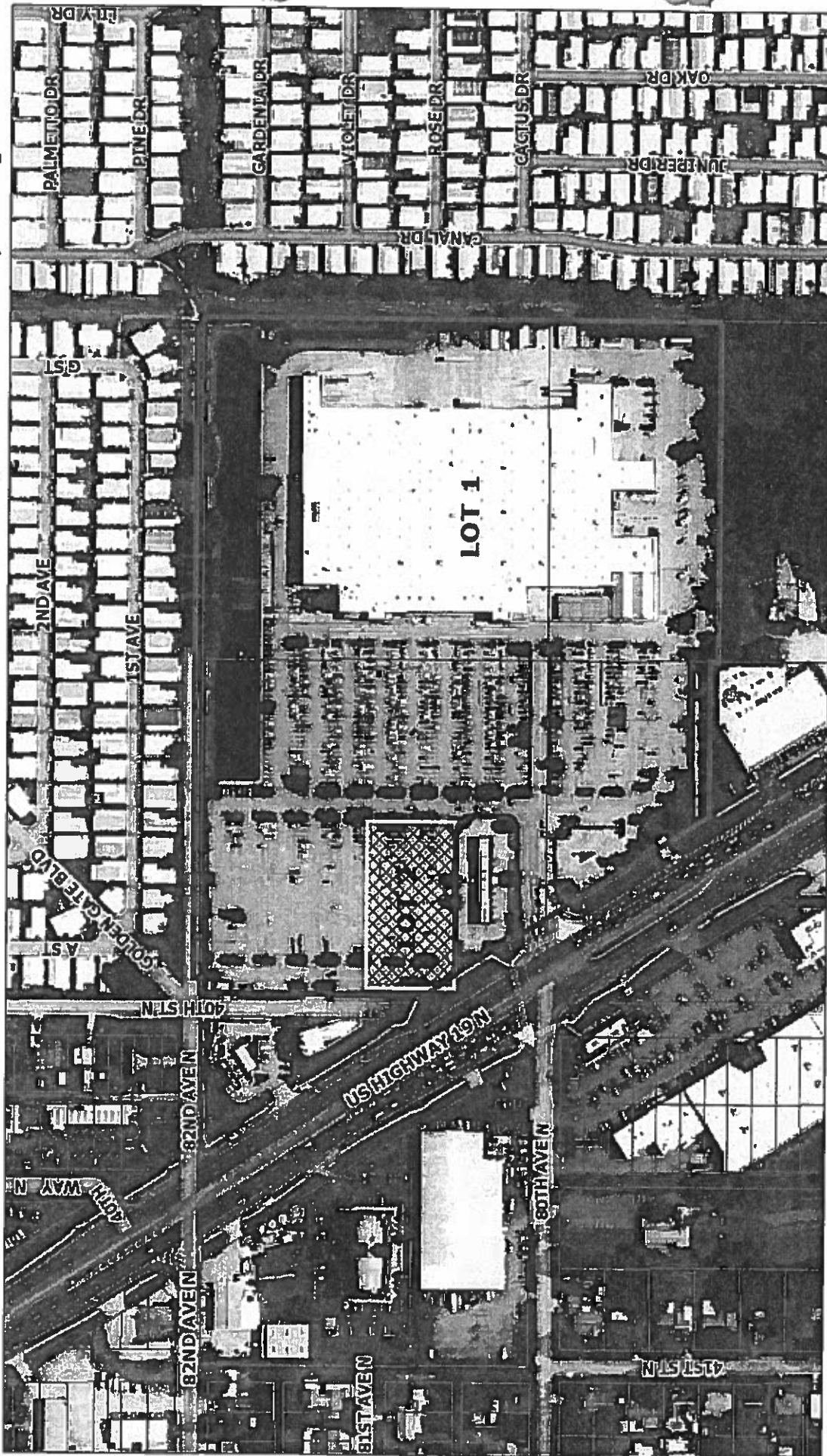
The foregoing instrument was acknowledged before me this 29 day of May, 2014, by Jeff Waggener as Senior Director of Project Design and Management of WSE Management, LLC, a Delaware limited liability company, the General Partner of Wal-Mart Stores East, LP, a Delaware limited partnership, on behalf of the company and the partnership. He ☒ is personally known to me OR ☐ produced _____ as identification.



Vicki Ingram
Print Name: VICKI INGRAM
Notary Public, State of Arkansas
Commission number: 12390202
My commission expires: 11-01-2022

[Notary Seal]

PL 2016-3(P)/BOA 2016-33 - Preliminary plat to create commercial outparcel with parking variance



June 2, 2016

Major Roads

- Principal Arterial
- Minor Arterial

Collector

- Minor Collector
- Local Major Street

Local Street

Centerline Range Labels

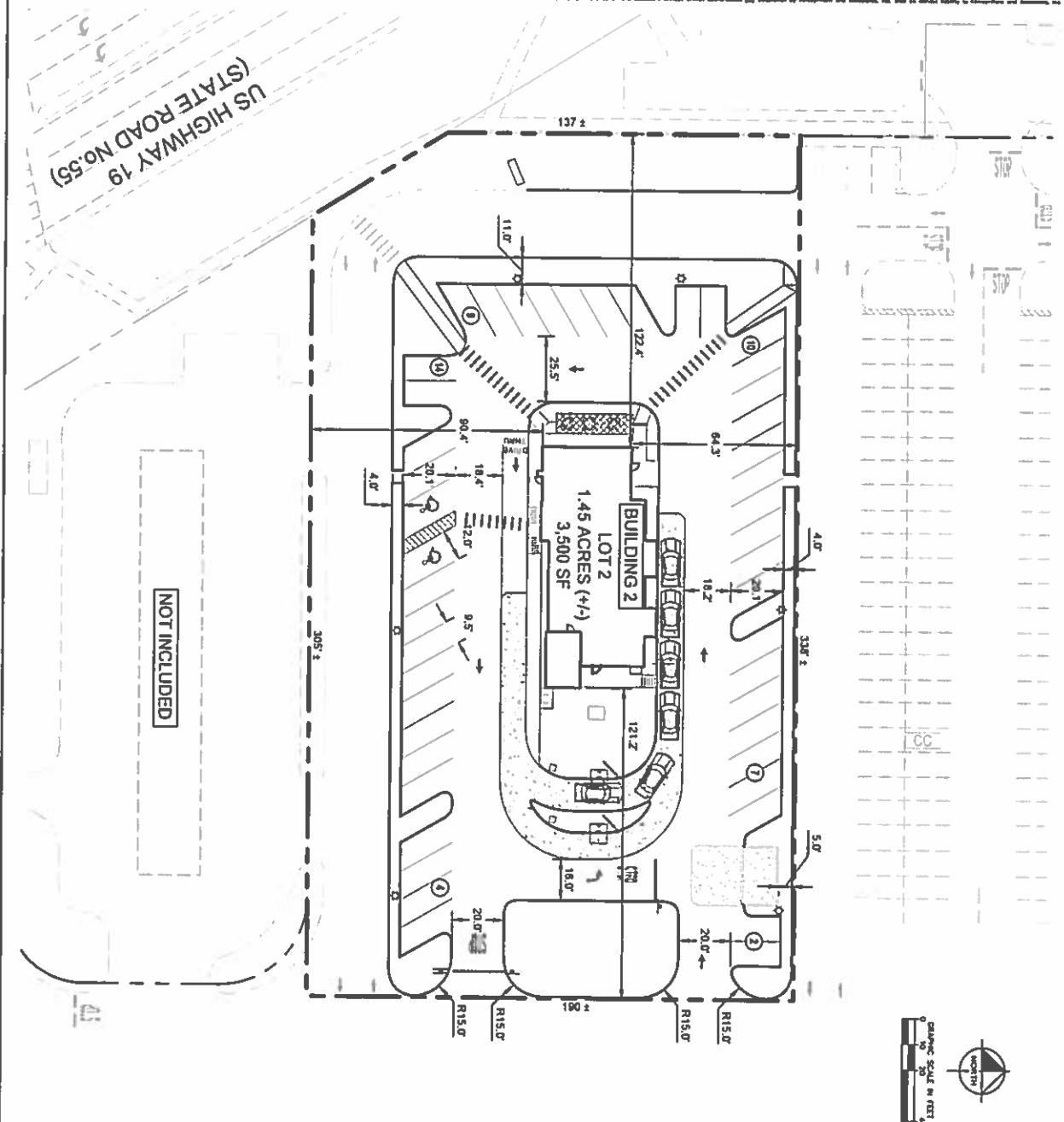
1:3,359



Sources: Esri, HERE, DeLorme, Mapbox, Microsoft, P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Drawing name: C:\Users\j\Documents\147253 - Wd-Mr\14725 - Pinellas Park PUD (US 19)\CADD\Work\PinState\A070 - SITE PLAN.dwg SITE PLAN TO 2 (11x17) Jun 10, 2016 10:07am By: richard.johnson

This document, together with the separate and separate printed forms, is an instrument of service, to be retained only for the specific purpose and shall not be used for any other purpose. It is the responsibility of the user to ensure that the document is used for the intended purpose and is not used for any other purpose. It is the responsibility of the user to ensure that the document is used for the intended purpose and is not used for any other purpose.



LEGEND

WALMART PROPERTY LINE

LOT 2 PROPERTY LINE

BUILDING

EXISTING EDGE OF PAVEMENT

PROPOSED PARKING COUNT

PROPOSED EDGE OF PAVEMENT

LOT 2 SITE ANALYSIS TABLE

CODE SECTION 18-1520 - B-1 GENERAL COMMERCIAL DISTRICT	B-1 Zoning REQUIRED	PROPOSED
MINIMUM LOT AREA	15,000 SQUARE FEET	67,254 SQUARE FEET
MINIMUM LOT WIDTH	150 FEET	197 FEET
MINIMUM LOT DEPTH	150 FEET	305 FEET
FRONT YARD SETBACK	THIRTY (30) FEET	122.4 FEET
SIDE YARD SETBACK	FIVE (5) FEET	64.3 FEET
REAR YARD SETBACK	SEVENTY-FIVE (75) FEET	121.2 FEET
MINIMUM LOT COVERAGE	PERCENT	75%
MINIMUM FLOOR AREA	THREE THOUSAND (3,000) SQUARE FEET	3,500 SQUARE FEET
FLOOR AREA RATIO (F.A.R.) CO	FOURTY-FIVE (45) PERCENT	0.46
MAXIMUM BUILDING HEIGHT	FIFTY (50) FEET	30 FEET
MINIMUM LOT DENSITY	FIVE (5) FEET FROM ANY PROPERTY ON STREET LINE	5 FEET FROM PROPERTY LINE
CODE SECTION 18-1521 - OFF-STREET PARKING AND LOADING REGULATIONS		
PARKING	1 PER 3 SEATS OR 1 PER 100 SEATS FOR 100 SEATS - 34 SPACES MINUS 35 SPACES	46 SPACES
VEHICULAR STAGING	20 FEET IN LENGTH AND AT LEAST 10 FEET IN WIDTH LOCATED WITHIN VIA	20 FEET IN LENGTH AND AT LEAST 10 FEET IN WIDTH LOCATED WITHIN VIA
ORDERING LINE LENGTH	80 FEET MINIMUM	182 FEET

Kimley-Horn

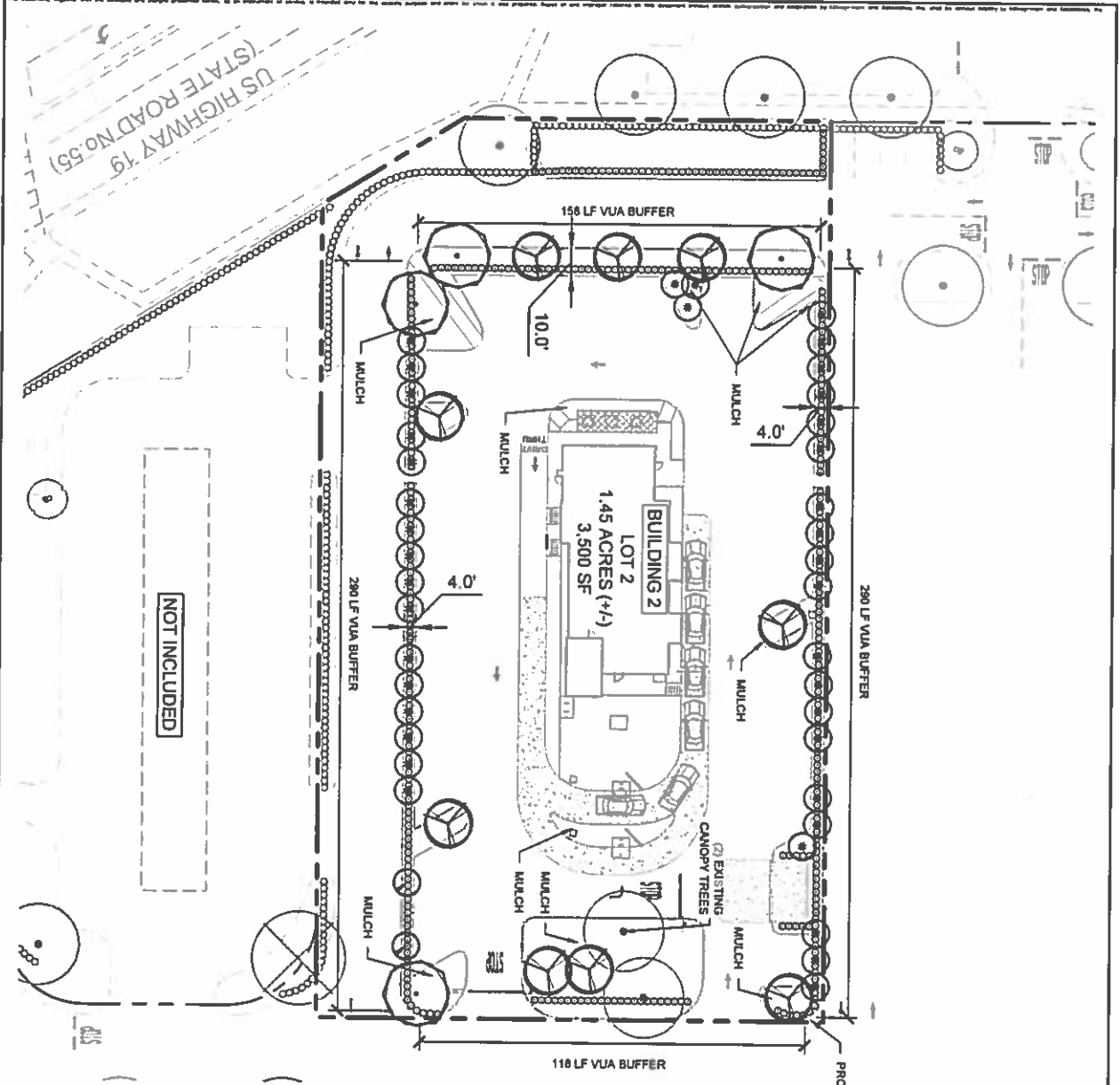
3800 KIMLEY-HORN AND ASSOCIATES, INC.
500 NORTH PARKWAY STREET, SUITE 100, TAMPA, FL 33606
PH: 813-281-1400
WWW.KIMLEY-HORN.COM

DESIGNED BY
DRAWN BY
CHECKED BY
SCALE: AS SHOWN

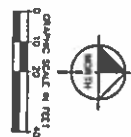
LOT 2
SITE PLAN

PINELLAS PARK (US 19), FL
CITY OF PINELLAS PARK FLORIDA

DATE: 01/28/2015
PROJECT NO.: 147253
SHEET NUMBER: 1 OF 2



PROPOSED PLANT LEGEND



	<u>CLOCK TIME</u>	<u>60 EASTING</u>
<u>INTERVAL DATE TIME</u>	0	
<u>UNDERSTORY TREE</u>	2	
<u>UNDERSTORY TREE PLANT</u>	30	
<u>SOUTHWIND STREAM</u>		
<u>NOT</u>		

NOTE. PALMS USED ON A 1:1 RATIO - IF NON-PALM UNDERSTORY TREES ARE USED ONE UNDERSTORY TREE SHALL BE PLANTED IN PLACE OF EVERY THREE PALMS

CODE SECTION 11-1.1253 LANDSCAPING REGULATION		REQUIRED	PROPOSED
CANOPY	25% OF TOTAL NUMBER OF TREES	50.15% = 4 CANOPY TREES	
INTERMEDIATE	50% OF TOTAL NUMBER OF REQUIRED TREES	20.15% = 4 INTERMEDIATE TREES	
UNDERSTORY	50% OF TOTAL NUMBER OF REQUIRED TREES	20.15% = 4 UNDERSTORY TREES	
31-30 REQUIRED NUMBER OF TREES	APPROXIMATE NUMBER OF SPECIES	3 SPECIES	
MINIMUM VIA BUFFER WIDTH	37' BUT 87' AVEWAYS	47' MINIMUM, 87' AVEWAYS	
VIA BUFFER PLACEMENT	BETWEEN VIA AND LOT LINES AND STREET LINES	BETWEEN VIA AND LOT LINES AND STREET LINES	
MIN VIA BUFFER TREE REQUIREMENT ALONG STREET LINE	SOUTH - 250' / 4 = 6 EAST - 150' / 4 = 4 WEST - 150' / 4 = 4 NORTH - 250' / 4 = 6	2 SOUTH TREES 2 EAST TREES 2 WEST TREES 2 NORTH TREES	
MIN VIA BUFFER TREE REQUIREMENT ALONG STREET LINE	10 TREES	10 TREES	
MINIMUM PROPERTY LINES	CONTRACTOR-DETERMINE	CONTRACTOR-DETERMINE	
PAVING ISLAND TREES	1 TREE REQUIRED PER ISLAND TO BE PLACED IN TREES	10 TREES	
ISLAND PALM STANDARDS	3 PALMS = 1 UNDERSTORY TREE	30 PALMS FOR 10 UNDERSTORY TREES	
ISLAND STRUT STANDARDS	20' HT. MAX. 30' OC. MAX. 2" PLANTING HT.	20' HT. 30' PLANTING HT.	
ISLAND GROUNDCOVER STANDARDS	3" OC. MAX. PROVIDE FULL COVERAGE IN ONE YEAR	3" OC. MAX. PROVIDE FULL COVERAGE IN ONE YEAR	
ISLAND DROUGHT TOLERANT PLANTS	50% MAX. ALL STRAINS. GROUNDCOVER, GRASS TO BE DROUGHT TOLERANT	50% MAX. ALL STRAINS. GROUNDCOVER, GRASS TO BE DROUGHT TOLERANT	

NOTE: IF PALLAS ARE NOT USED FOR UNDERSTORY TREES THEY SHALL BE REPLACED AT A RATIO OF ONE UNDERSTORY TREE FOR EVERY THREE PALLAS (18 TOTAL REQUIRED)



July 21, 2016

City of Pinellas Park
 City Council
 5141 78th Avenue North
 City of Pinellas Park, FL 33781

**RE: Parking Assessment Letter Report
 Proposed Parking Modifications – Walmart Store #1390
 8001 U.S. Highway 19 North
 Pinellas Park, Pinellas County, Florida
 SE&D Job No. S-16071**

Dear Board Members:

Stonefield Engineering and Design, LLC ("Stonefield") has prepared this Parking Assessment Letter Report to investigate the potential parking impacts associated with the proposed modifications to the existing Walmart Supercenter parking lot located at 8001 U.S. Highway 19 North in the City of Pinellas Park, Pinellas County, Florida. The existing site is presently developed with a 227,661-square-foot Walmart Supercenter and is supported by 1,120 parking spaces. Under the proposed development plan, a portion of the existing Walmart Supercenter parking lot would be dedicated as a separate outparcel to accommodate a fast-food restaurant with drive-through service. A reduction of 160 parking spaces for the Walmart Supercenter would result from the creation of the proposed outparcel, leaving 960 parking spaces for the Walmart Supercenter. The outparcel would provide 46 parking spaces dedicated to the fast-food restaurant, which exceeds the City's requirement by 11 parking spaces. Therefore, a total of 1,006 parking stalls would be provided on the combined adjacent properties.

Existing Site Conditions

The existing Walmart Supercenter is located at 8001 U.S. Highway 19 in the City of Pinellas Park. The subject site is 25.36 acres and is bounded by 82nd Avenue North and the Golden Gate community to the north, Matter Brothers Furniture and 78th Avenue North to the south, the Sunset Palms community to the east, and U.S. Highway 19 and 40th Street North to the West. As shown on the Preliminary Site Plan prepared by Kimley-Horn and dated June 10, 2016, the existing Walmart site presently provides 1,120 parking spaces. Note that this total does not include 41 spaces which are presently utilized as outdoor sales and storage space, 20 truck parking spaces behind the store, 14 golf cart parking spaces, six (6) motorcycle parking spaces, nor does it include parking provided at the existing Murphy USA gasoline station outparcel.

For the existing Walmart Supercenter, the City of Pinellas Park Land Development Code requires one (1) parking space per 200 square feet for the first 50,000 square feet of gross floor area (GFA), then one (1) parking space per 225 square feet of gross floor area for the next 150,000 square feet of GFA (i.e. up to 200,000 square feet of GFA), and then one (1) space per 250 square feet of GFA for the next 200,000 square feet of GFA (i.e. up to 400,000 square feet of GFA). The Land Development Code additionally requires one (1) space per 300 square feet of enclosed (indoor) garden center space, one (1) space per 1,000 square feet of outdoor garden center space, and three (3) spaces per automobile service bay. For the 227,112-square-foot Walmart Supercenter with 549 square feet of enclosed garden center space, 9,737 square feet of outdoor garden center space, and 8 automobile service bays, this equates to 1,061 required parking spaces, whereas 1,120 parking spaces are presently provided, a surplus of 59 parking spaces.

stonefieldeng.com

151 Sawgrass Corners Drive, Suite 202, Ponte Vedra Beach, FL 32082 904-438-2823 t/f



Stonefield performed a comprehensive parking study to evaluate the adequacy of the parking supply at the subject site. Parking utilization counts were conducted during the peak Saturday period to establish the existing parking utilization of the parking lot. Specifically, the parking counts were conducted on Saturday, July 2, 2016 from 11:00 a.m. to 2:00 p.m. Based on data provided within the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 9th Edition, for Land Use 813 "Discount Superstore," entering and exiting traffic volumes peak between 11:00 a.m. and 2:00 p.m. on a typical Saturday for superstore uses. As such, the study time period reflects when the greatest number of patrons are expected to visit the store and generate the highest parking demand.

The parking counts were conducted using aerial photography at hourly intervals and analyzed to identify the peak parking utilization during the study time period. Based on the review of the aerial photography, the peak observed parking utilization occurred at 12:00 p.m. Aerial photographs for each time period are provided within the Technical Appendix.

Existing Parking Utilization

The existing parking lot was divided into sections to identify parking demand at various locations throughout the lot. Sections 1 through 4 are located adjacent to the store entrances directly west of the store, Sections 5 through 7 are located directly west of Sections 1 through 4, further away from the entrances, and Sections 8 and 9 are located along the southerly and northerly sides of the store, respectively. These sections are illustrated on appended Figure 1. The capacity and utilization of each section is provided in Table 1.

TABLE 1 – PARKING UTILIZATION BY SECTION – WALMART STORE #1390

Section →	1	2	3	4	5	6	7	8	9	Total	Percent Utilization	Reserve Capacity
Capacity (spaces)	182	115	144	131	33	160	226	89	40	1120	--	--
11:00 a.m. Parking Demand	126	107	135	123	0	44	29	24	22	610	54%	510
12:00 p.m. Parking Demand	142	112	139	124	3	36	25	21	22	624	56%	496
1:00 p.m. Parking Demand	129	109	136	120	0	30	11	16	35	586	52%	534
2:00 p.m. Parking Demand	125	114	139	123	2	39	26	23	32	623	56%	497

As shown in Table 1, the existing shopping center was observed to have a peak parking utilization of 624 vehicles, or 56% utilization, during the study time period. It is important to note that the proposed outparcel development is located entirely within Section 6 of the parking lot, which was observed to experience low parking demand as compared to Sections 1 through 4, located adjacent to the Walmart Supercenter entrances.

Future Parking Utilization

Under the proposed development plan, a fast-food restaurant with drive-through service would be constructed on a newly dedicated outparcel lot located directly north of the Murphy USA gasoline station. The outparcel lot would eliminate 160 parking spaces dedicated to Walmart Supercenter, the entirety of which are located within Section 6 as shown on appended Figure 1.

It was observed that parking demand associated with the sections located farther away from the Walmart Supercenter's main entrances (i.e. Sections 5-7) was substantially lower than the parking demand associated with



the sections located proximate to the store's main entrances (i.e. Sections 1-4). It was assumed that motorists that previously parked in Section 6 were likely to now park within Section 5 and Section 7, as opposed to filling the vacancies within Sections 1 through 4 or in parking areas located along the north and south sides of the Walmart Supercenter (Sections 8 and 9). For analysis purposes, 90% of the Section 6 parking demand was assigned to adjacent Section 7 and the remaining 10% was assigned to Section 5. The anticipated future Walmart supercenter parking utilization is provided in Table 2.

TABLE 2 – FUTURE PARKING UTILIZATION – WALMART STORE #1390

Section →	1	2	3	4	5	6	7	8	9	Total	Percent Utilization	Reserve Capacity
Capacity (spaces)	182	115	144	131	33	--	226	89	40	960	--	--
11:00 a.m. Parking Demand	126	107	135	123	4	--	69	24	22	610	64%	350
12:00 p.m. Parking Demand	142	112	139	124	7	--	57	21	22	624	65%	336
1:00 p.m. Parking Demand	129	109	136	120	3	--	38	16	35	586	61%	374
2:00 p.m. Parking Demand	125	114	139	123	4	--	61	23	32	623	65%	337

As shown in Table 2, the anticipated peak parking demand would occupy 65% of the parking lot after accounting for the reduction of parking spaces as a result of the outparcel development. Based on the parking data provided herein, there would be 336 unoccupied spaces during the Saturday midday peak period in the proposed condition. Therefore, the proposed parking supply of 960 parking spaces would be sufficient to support the existing Walmart Supercenter.

Sample Parking Utilization Counts

Parking utilization counts have been previously conducted on the property and on similar Walmart Supercenter locations throughout Florida to quantify the parking demand at various peak times and during various seasons. These historic counts provide additional sample data with regard to the parking accumulation during peak periods of the subject site and similar sites. Parking counts were previously conducted during the Black Friday shopping holiday (i.e. the day following the Thanksgiving holiday) which is one of the single highest periods of retail demand throughout a typical year. The counts were conducted on Friday, November 28, 2014, using aerial photography. Based on the results of the counts, the peak parking demand on Black Friday occurred at 11:00 a.m., when 547 vehicles were parked on-site. Under proposed conditions with a parking supply of 960 spaces, the parking utilization rate would be 57%.

Parking counts were also previously conducted at similar Walmart Supercenter locations throughout Florida. Parking utilization data was collected at Walmart Supercenters located in Ormond Beach, FL (Store #613) and Clermont, FL (Store #2695) for the critical Saturday midday peak period. Based on the results of the counts, the Clermont store had a peak parking demand ratio of 2.29 vehicles per 1,000 square feet and the Ormond Beach store had a peak parking demand ratio of 2.11 vehicles per 1,000 square feet. The Pinellas Park Walmart Supercenter was observed to have a peak parking demand of 2.74 vehicles per 1,000 square feet. These studies indicate that in general, the peaking characteristics of Walmart Supercenters are significantly lower than the proposed parking supply ratio of 4.22 spaces per 1,000 square feet. Furthermore, within generally accepted industry standard reference manuals published by the Institute of Transportation Engineers (ITE) and Urban Land Institute (ULI), a parking supply ratio of 4.0 parking stalls per 1,000 square feet is widely accepted for larger retail centers. The minimal modification to the parking supply ratio at the subject Pinellas Park Walmart Supercenter



would not impact the site's ability to adequately accommodate the expected parking demand during peak and off-peak periods.

Conclusions

This analysis was prepared to analyze the proposed impacts to the Walmart Superstore parking lot as a result of the proposed outparcel development. Based on a review of existing conditions and the proposed parking reduction, sufficient parking would be available to accommodate the expected peak parking demand of the Walmart Superstore during typical year-round operations and during the peak holiday shopping season. The proposed outparcel development would not have a significant impact on the parking operations of the subject site. Furthermore the outparcel development would better utilize a portion of the existing site that is underutilized and effectively dedicated to impervious area only. The outparcel development would create an integrated retail experience that allows for internal trip capture and linking which would serve to reduce redundant movements to the adjacent roadway network. These proposed site improvements are in keeping with generally recommended access management and parking demand management principles.

If you have any comments regarding the above information, please contact our office.

Best regards,

Charles D. Olivo, PE, PTOE
Stonefield Engineering and Design, LLC

Enclosure

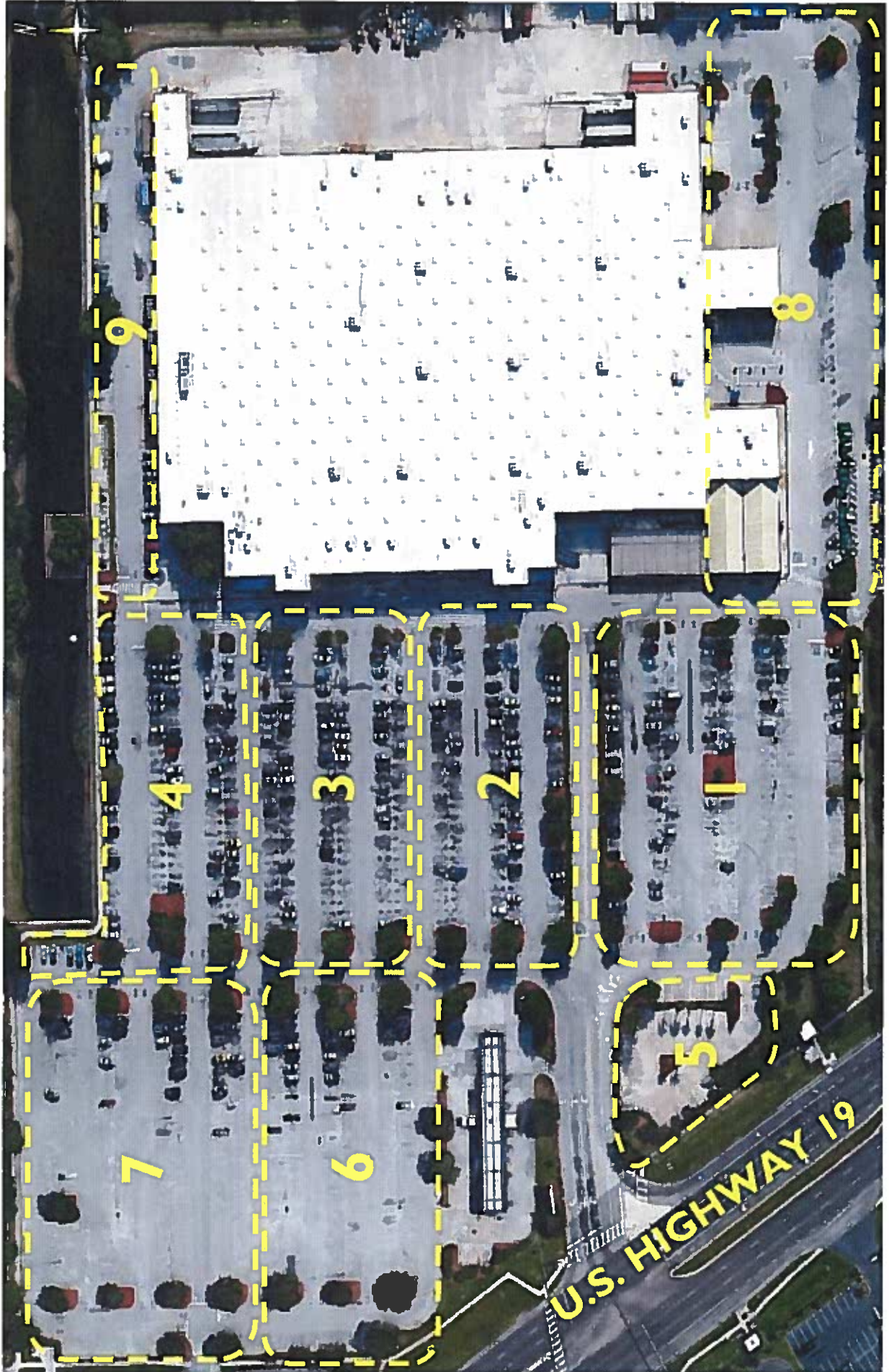
cc: Jason Crews – The Ferber Company
Matthew R. Femal, PE – Kimley-Horn

S:\2016\15-16071 Ferber - 8001 US Highway 19 North, Pinellas Park, FL\Reports\Parking Study\2016-07 Parking Letter Report.docx

TECHNICAL APPENDIX

WALMART SUPERCENTER PARKING SECTION MAP

Figure 1: Walmart Supercenter Parking Lot Section Map



PARKING COUNT PHOTOGRAPHY



July 2, 2016 - 11:00 a.m.



Figure 2a. View of the northwest side of the Walmart Supercenter parking lot.



Figure 2b. View of the southwest side of the Walmart Supercenter parking lot.



July 2, 2016 - 11:00 a.m.



Figure 2c. View of the southerly Walmart Supercenter parking area.

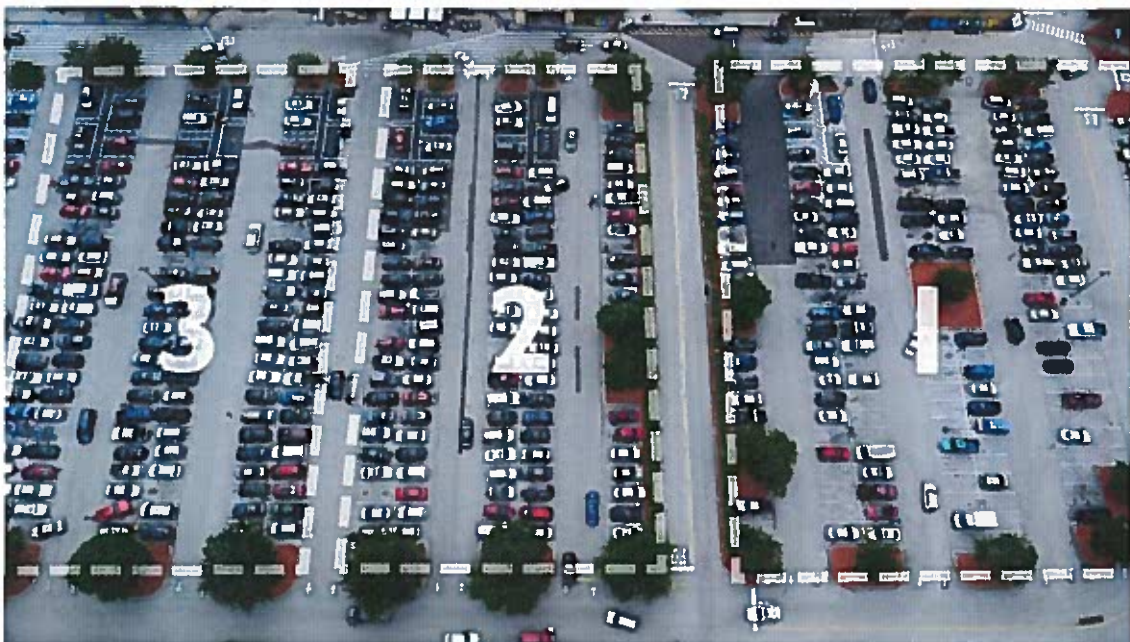


Figure 2d. View of the primary parking areas.



July 2, 2016 - 12:00 p.m.



Figure 3a. View of the westerly side of the Walmart Supercenter parking lot.



Figure 3b. View of the southwest side of the Walmart Supercenter parking lot.



July 2, 2016 - 12:00 p.m.



Figure 3c. View of the southerly side of the Walmart Supercenter parking lot.



Figure 3d. View of the primary Walmart Supercenter parking areas.



July 2, 2016 - 1:00 p.m.



Figure 4a. View of the westerly area of the Walmart Supercenter parking lot.



Figure 4b. View of the southerly parking area of the Walmart Supercenter parking lot.



July 2, 2016 - 1:00 p.m.



Figure 4c. View of the parking area along the northerly side of the Walmart Supercenter.

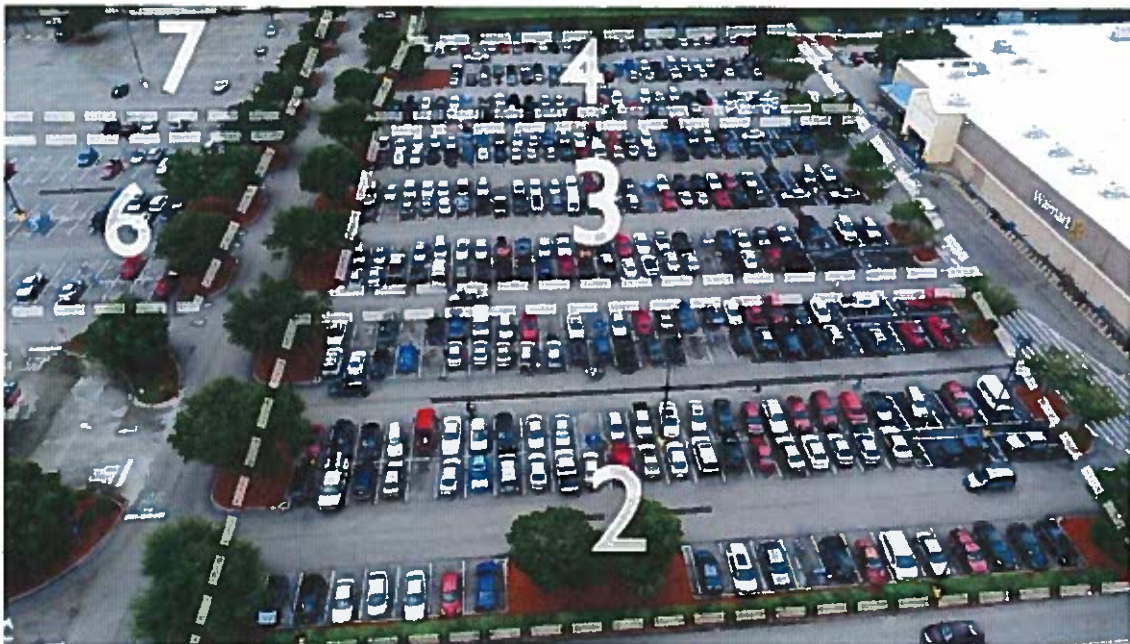


Figure 4d. View of the primary parking area of the Walmart Supercenter parking lot.



July 2, 2016 - 2:00 p.m.



Figure 5a. The westerly portion of the Walmart Supercenter parking lot.



Figure 5b. View of the southerly side of the Walmart Supercenter parking lot.



July 2, 2016 - 2:00 p.m.



Figure 5c. View of the southwesterly portion of the Walmart Supercenter parking lot.



Figure 5d. View of the primary parking areas within the Walmart Supercenter parking lot.

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City of Pinellas Park

Staff Report

File #: 16-161, Version: 2

Agenda Date: 8/11/2016

CONSIDERATION OF A REQUEST FOR A CONDITIONAL USE TO ESTABLISH A “RESTAURANT, DRIVE-IN/DRIVE-THRU” IN THE “B-1” GENERAL COMMERCIAL ZONING DISTRICT ON A NEW OUTPARCEL GENERALLY LOCATED AT 8001 US HIGHWAY 19. (CU 2016-13, Wal-Mart Stores East, LP)

PUBLIC HEARING, FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant is requesting to establish a drive-thru restaurant on a proposed outparcel within the Wal-Mart Supercenter property. Ingress/egress to and from the site will be through an access easement over the Wal-Mart parcel. There are no waivers or variances associated with this request. Surrounding land uses include to the north, south and east, the Wal-Mart; and to the west, commercial shopping and fast food across US Highway 19. Subject to any matters that may be discussed at the hearing, staff has not identified any inconsistencies with the Comprehensive Plan and approval of the request should not unduly burden adopted levels of service for City infrastructure. The Planning and Zoning Commission recommended APPROVAL at its hearing on July 7, 2016.

ACTION: (Approve - Deny) After review of the Conditional Use criteria of Section 18-1531.6 and the requirements for “Restaurants, Drive-in/drive-thru” in Section 18-1531.10, I move to APPROVE/DENY Case No. CU 2016-13 on a parcel generally located at 8001 US Highway 19.

Mr. Berry – I don't really know but it is not a very large area and they don't want them to feel like they're caged animals I guess. The 4 foot fence keeps our children within the playground boundaries.

Mr. Pinion – Question for staff, why is it an 8 foot fenced requirement?

Ms. Weaver – The requirement is for any playground, athletic field or stadium. The idea behind the requirement is for large schools and their playgrounds and fields for example like soccer and baseball. I don't know if that makes any difference in this situation. They do have 60 feet more before they reach their nearest property line.

Mr. Sabiel – The licensing for the school, would they put a requirement on the fence height?

Mr. Berry – No. They are more concerned with the supervisory capacity of the students and not the height of the fence.

Mr. Madden – How do you feel about a 6 foot high fence?

Mr. Berry – Yes, we could do that.

Mr. Long – Is the fence going to be a chain link fence?

Mr. Berry – Yes because we feel like it would provide better ventilation for such a small area.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Madden to **APPROVE** case no. CU 2016-10/MS 2016-20 subject to the following conditions:

1. Once approved, the applicant will provide a copy of the requisite license required to operate a private school.

ROLL CALL VOTE

Aye: Shelley, DeLong, Madden, Sabiel, Pinion, Long, Bommattei

Nay: None

MOTION CARRIES UNANIMOUS VOTE

2. CASE NO.: CU 2016-13 (Quasi-Judicial)

REQUEST: Consideration of a request for a Conditional Use to establish a "Restaurant, drive-in/drive-thru" on a new outparcel in the "B-1" General Commercial Zoning District.

LOCATION: proposed outparcel within 8001 US 19 (Existing Wal-Mart Supercenter)

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

Mr. Pinion – How does this differ from the previous request?

Ms. Weaver – Since the drive-thru meets all the requirements and doesn't need any variances, they do not need a PUD overlay. They are also removing one of the parcels that was in the previous request about a year ago.

PROPONENTS

Mr. Matt Femal – 655 N. Franklin St., Tampa, FL and I have been sworn. We have removed the variances from our request. This is only for the CU permit and we have submitted a revised plan to include one outparcel. Restaurants are permitted in the B-1 district and are compatible with the uses of the neighborhood. There are 10 other drive-thru restaurants within a mile of this location.

Mr. Madden – What is this letter that was submitted along with the application?

Mr. Femal – I have done other work for Wal-Mart and that is a letter of authorization for contracts for Wal-Mart.

Mr. Madden – I don't see where a trash receptacle is located on the site plan. Do you have one?

Mr. Femal – Yes, we have one. We wanted the customer parking to be as close to the building as we could so it is located on the backside of the parcel. It will be screened from public view. The trucks are going to have to swing through the parking lot to pick up the trash.

Ms. Weaver pointed out dumpster location on projector.

Mr. Madden – I don't see a fire hydrant. Is there one on this plan?

Mr. Femal – For the conditional use, we only submitted a site plan and a landscape plan. For the utility plan, we will address that.

Mr. Madden – On the proposed design, why is the drive-thru lane going to wrap around the building? I'm not trying to re-design your plan but I would think there is a better option for traffic to flow.

Mr. Femal – It was designed so that we could have one way traffic through the site. There is one entrance and one exit. Also, this allows for drive-thru stacking to be contained onsite and not overflow into Wal-Mart's property.

Discussion on design and traffic flow.

Mr. Jason Cruse – 151 Sawgrass Corners Drive and I am the developer. I have been sworn. It is just simply designed that way for exposure to Hwy 19 and having the store front face it.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. DeLong and **SECONDED** by Mr. Bommattei to **APPROVE** case no. CU 2016-13.

ROLL CALL VOTE

Aye: Shelley, DeLong, Madden, Sabiel, Pinion, Long, Bommattei

Nay: None

MOTION CARRIES UNANIMOUS VOTE

3. CASE NO.: Z 2016-2 (Quasi-Judicial)

REQUEST: Consideration of a request to rezone a certain parcel of land from "CH" Heavy Commercial District to "M-1" Light Industrial District or a zoning classification of a lesser intensity as identified by Chapter 18, Land Development Code, of the City of Pinellas Park.

LOCATION: 6240 and 6260 39th Street

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

Mr. Madden – It looks like 3 lots are there instead of 2, why is that?

Ms. Weaver – When the land was originally platted, it was 3 lots. Our GIS system has a blue line to show the original lot lines but when you zoom in, you can see this red line showing the new lot lines. That is why I put this thick red box around to clarify.

I. GENERAL INFORMATION

A. Request:

Consideration of a request for a Conditional Use to establish a "Restaurant, drive-in/drive-thru" on a new outparcel in the "B-1" General Commercial Zoning District and generally located at 8001 US Highway 19.

B. Proposed use: Drive-thru restaurant

C. Location: proposed outparcel within 8001 US 19
(Existing Wal-Mart Supercenter)

D. Site Area: 1.45 acres (MOL)

E. Land Use Designation: Commercial General (CG)

Zoning Classification: "B-1" General Commercial

F. Public Notification: June 17, 2016

G. Legal Advertising: June 17, 2016

H. Legal Description: See "Exhibit A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

This property is currently a portion of 8001 US 19, the existing 25.8 acres (MOL) Wal-Mart property. The parcel was originally part of the "F" Farm District and was rezoned piece by piece to "B-1" General Commercial until the entire property assemblage was complete in 1999. In 2007, a Unity of Title was released to allow a lot line adjustment for the sale of a parcel to Murphy Oil and Gas Station. The new Unity of Title was recorded November 2, 2007. The two parcels met Land Development Code requirements without any additional variances or waivers. On June 25, 2015, PUD 2015-4 and associated cases was presented to City Council for a Public Hearing which provided for the subdivision of this Wal-Mart parcel into three (3) lots. Lot 1 would remain the Wal-Mart, Lot 2 would become a drive-thru restaurant and Lot 3 would become a drive-thru ice cream shop. The drive-thru establishments required Conditional Use approval and there were seven (7) waivers and variances requested as a part of this Planned Unit Development. City Council denied the request due to concerns of inadequate off-street parking to remain available to Wal-Mart.

B. Site Characteristics:

This proposed outparcel area (see "Exhibit C" attached from case # PL 2016-3(P)/BOA 2016-33) is currently a portion of the Wal-Mart Supercenter paved parking lot. The proposed lot is a rectangular shape at 190 feet wide and 338 feet deep with the southwest corner removed for US 19 right-of-way.

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	CG	"B-1"	Wal-Mart Supercenter
SOUTH	CG	"B-1"	Wal-Mart Supercenter
EAST	CG	"B-1"	Wal-Mart Supercenter
WEST	CG	"B-1"	Across US 19 - Commercial shopping centers, fast food

D. Essential Services Summary:

Assistant City Manager/Community Dev. Admin: No objection

Zoning Director: Comment

- *Site plan needs revised site data for both parcels.*

- *Provide full size plan for restaurant with all site data and proposed easements.*
- *Are truck spaces east of building included in count?*
- *Need dimensions for all improvements existing and proposed.*
- *Need recalculation of all Wal-Mart site data.*
- *Is golf cart parking included in total?*
- *Plan does not meet standard for preliminary plan review.*

RESPONSE: All site data has been revised and resubmitted to the Zoning Division. This is reflected on presented plans. All parking spaces counted in totals are regulation standard sized spaces or handicap spaces. Golf cart parking and truck parking is additional and is not included in the inventory.

Building Division: No objection

Police Department: No objection

Army Reserve Medical Command: Not received

FDOT: Not received

Life Safety Management: Comment

Limited information on plan. All development to comply with the Fla. Fire Prevention Code. Need to show a fire hydrant within 500 feet of the building as the hose lays in the road. More comments may be generated.

Community Planning: No objection

Public Works Division:

Administrator: No objection

Engineering Services: Comment

Improvements to the 40th Street/82nd Avenue intersection should be considered with this project improvement based upon a traffic analysis.

RESPONSE: The applicant will pay a Multimodal Impact Fee, as required by Ordinance.

Utilities Dir: No objection

Transportation & Stormwater: No objection

Pinellas County Schools: No objection

PPWMD: No objection

III. Section 18-1531.6 CONDITIONAL USE REVIEW CRITERIA

- (A) In granting an application for conditional use, the City shall find that such approval will not adversely affect the public interest, and shall consider the compatibility criteria listed in

Paragraph (C), below, in their decision.

- (B) In evaluating an application for conditional use, the presence of non-conforming uses or buildings, substandard property maintenance, or substandard conditions in the neighborhood shall not be used to justify the granting of a conditional use. Additionally, the cumulative impact of the proposed use in proximity to a similar existing use shall be considered, as such the scale, placement, orientation, design, appearance, and intensity of the conditional use and improvements to be associated with the conditional use, as applicable.

(C) Compatibility Review Criteria

1. Whether the use and its proposed scale will be inconsistent with the established character of the immediate neighborhood, to the extent that such character is consistent with the Comprehensive Plan and the provisions of the applicable zoning district(s).

Analysis: This site is a proposed outparcel to the Wal-Mart Supercenter, which can be considered a shopping center. The use of a drive-thru requires certain conditions that are described in Section IV below. A restaurant, would be a permitted use without the drive-thru aspect. As a result, staff could ascertain that this use would not be inconsistent with the established character of the neighborhood and should become an asset to the shopping center.

2. Whether the use will diminish the use or enjoyment of other properties and living or working conditions in the neighborhood.

Analysis: A drive-thru restaurant should not diminish the use of the surrounding properties as it is located in the appropriate zoning district for this type of commercial development. The living conditions of the neighboring properties should not be negatively impacted as this site will be bordered by the Wal-Mart parcel to the north, south and east. To the west, there is frontage on US 19 and a commercial shopping center across the street.

3. Whether the use will impede the normal and orderly development and improvement of surrounding properties for uses permitted in their respective zoning districts and in a manner consistent with the Comprehensive Plan.

Analysis: The surrounding properties have been developed and should not be negatively impacted by the use of a drive-thru restaurant. This proposal is the result of a request to improve the adjacent lot.

4. Whether the establishment, maintenance or operation of the use will be detrimental to, or endanger the public health, safety, comfort or general welfare as a result of hours of operation, arrangement of uses on the site, noise, vibration, emission or pollutant, glare, odor, dust, traffic congestion, attractive nuisance, or other condition.

Analysis: All abutting properties are commercially zoned and developed therefore, noise, glare, traffic, etc. should not present a negative impact to the neighborhood.

5. Whether the land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof.

Analysis: The minimum lot area requirement for a drive-thru restaurant is 15,000 square feet. This lot is proposed at approximately 63,204 square feet; therefore, it could be ascertained that the land area is sufficient, appropriate, and adequate for the use and it's reasonably anticipated operations.

6. Whether the use and associated improvements will adversely affect a known archaeological, historical, cultural, or landscape resource.

Analysis: There are no known archaeological, historical, cultural, or landscape resources that will be adversely affected at this property.

7. Whether the particular traffic generation characteristics of the proposed use, including the type of vehicular traffic associated with such uses is compatible with the traffic generation characteristics of other uses permitted in the zoning district(s) applicable to the neighborhood.

Analysis: Trip generation anticipated by the proposed use are as follows:

BY PREVIOUS USE (freestanding retail):
(65.3 trips/1,000 SF) x 231,180 SF = 15,096.05 trips per day
BY PROPOSED USE (freestanding retail and drive-thru restaurant outparcel):
(65.3 trips/1,000 SF) x 231,180 SF = 15,096.05 trips per day
496 trips/1,000 SF x 3,500 SF = 1,736 trips per day

Projected trip generation has the potential to increase by approximately 1,736 trips per day. This project is located on a right-of-way with a Level of Service "F" which is considered a deficient road corridor. With a trip generation of between 51 and 300 peak hour trips, the project is considered a Tier 1 development which requires a transportation management plan to be submitted. The cost of such plan may be creditable toward the project's Multimodal Impact Fee.

IV. SECTION 18-1531.10 LIST OF CONDITIONAL USES AND REQUIREMENTS

There are five (5) special requirements for "Restaurants, Drive-In/Drive Thru" listed in the Land Development Code. These special requirements and an analysis of whether or not the request meets the criteria are as follows:

- (A) Review by the Planning and Zoning Commission and approval by City Council.

Analysis: This staff report contains an analysis of the submitted site plan for review by the Planning and Zoning Commission and decision by City Council.

- (B) Minimum lot area of fifteen thousand (15,000) square feet.

Analysis: This requirement shall be met as the lot is approximately 63,204 square feet.

- (C) Frontage on an arterial or arterial frontage street. Access plans shall be approved by the Traffic Division Director.

Analysis: This requirement shall be met with frontage on US 19 and access through an easement on the Wal-Mart property. There were no objections from the Transportation and Stormwater Director.

- (D) Minimum setback of thirty (30) feet to any side property line, or twenty-five (25) feet to any rear property line.

Analysis: The proposed site design will meet these setback requirements.

- (E) The operation of the drive-in/drive-thru facility when abutting or functionally abutting a residential zoning district shall be limited to the period from 7:00 a.m. to 11:00 p.m.

Analysis: This site is surrounded by "B-1" General Commercial properties so this requirement does not apply.

V. DEVELOPMENT CONSIDERATIONS

1. Any signage will need to comply with Article 6 of the Land Development Code.

VI. MOTION

After review of the Conditional Use criteria of Section 18-1531.6 and the requirements for "Restaurants, Drive-in/drive-thru" in Section 18-1531.10, I move to APPROVE/DENY Case No. CU 2016-13 on a parcel generally located at 8001 US Highway 19.

City of Pinellas Park, Florida
APPLICATION FOR CONDITIONAL USE

FOR OFFICE USE ONLY

CASE # CU 2016-13 PZ MEETING: 7/7/16 CC/CRA MEETING: 7/28/16
PLAT SHEET: F-5 RELATED CASES: PL 2016-3(P) RECEIPT NUMBER: 244121
BOA 2016-33
ZONING DISTRICT: B-1 LAND USE DESIGNATION: CG DATE RECEIVED: 6/1/16

REQUEST AND PROPERTY INFORMATION

SPECIFIC REQUEST: drive thru restaurant in B-1 General
Commercial

GENERAL LOCATION OF PROPERTY OR ADDRESS: 8001 US Highway 19 North, Pinellas Park, FL 33781

PROPERTY SIZE (Acreage / Square Feet): 25.36 AC

CURRENT USE (Number and Type of Buildings): Existing Building - 227,661 sf Walmart Supercenter

PARCEL NUMBER(S): 27-30-16-69840-100-1900

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach is lengthy):

"Exhibit A"

CONDITIONAL USE SPECIAL REQUIREMENTS

NUMBER OF CONDITIONS REQUIRED (SECTION 18-1531.10): One - 18-1531.10.26 - Drive-In/Drive-Thru Business

HAVE ALL CONDITIONS BEEN MET? X YES _____ NO

LIST SPECIAL REQUIREMENT(S) REQUESTED TO BE WAIVED (ATTACH LETTER EXPLAINING REASON A WAIVER SHOULD BE GRANTED): _____

Conditional Use for Drive-Thru for Fast Food Restaurant on Lot 2

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Wal-Mart Stores East, LP PHONE: (479) 273-4000

MAILING ADDRESS/CITY/ZIP: 2001 S.E. 10th Street, Bentonville, AR 72716

Kimley-Horn and Associates, Inc.

AUTHORIZED AGENT: c/o Matthew R. Femal PHONE: (813) 620-1460

MAILING ADDRESS/CITY/ZIP: 655 N. Franklin St., Suite 150, Tampa, FL 33602

OTHER REPRESENTATIVE: _____ PHONE: () _____

MAILING ADDRESS/CITY/ZIP: _____

CU.APL - Revised 1993, June 1994, August 2001, November 2005, July 2008, February 2011, January 2015

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

Wal-Mart Stores East, LP

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

8001 US Highway 19 North, Pinellas Park, FL

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See attached Exhibit A

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Drive-Thru for Proposed Lot 2

3. That the undersigned (has/have) appointed and (does/do) appoint Matthew R. Femal as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

Matthew R. Femal

SIGNED (PROPERTY OWNER)

Agent

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this _____

(Date)

*See attached
authorization*

(Name of person acknowledging and title or position)

who is personally known to me or who has produced _____

(Type of identification)

as identification and who did (did not) take an oath.

(SEAL ABOVE)

Notary Public, Commission No. _____

Name of Notary typed, printed or stamped)



Real Estate

Jeff Waggener, Senior Director of Project Design and Management

2001 SE 10th Street
Bentonville, AR 72716
Phone 479.273.4000
www.walmart.com

May 29, 2014

RE: Liquor Licensing, Zoning, Permitting, and Approvals
Applicant: Wal-Mart Stores East, L.P. a Delaware Limited Partnership
Project Name: Pinellas Park, FL #1390-213
Site Address: 8001 US Highway 19 North, Pinellas Park, FL 33781

On behalf of Wal-Mart Stores East, LP ("Wal-Mart"), I hereby authorize Kimley-Horn and Associates, Inc. (the "Engineer"), to serve as Wal-Mart's authorized agent for the purpose of seeking all requisite liquor licenses, zoning modifications, permits, and approvals related to the proposed building additions and site modifications of the above-referenced site.

The Engineer's authorization is expressly limited to (i) signing and delivering applications for liquor licenses, zoning modifications, permits, and approvals that are related to the building additions and site modifications of the above-referenced site, and (ii) advancing the requisite funds on behalf of Wal-Mart to file such applications. Further, this authorization does not empower the Engineer to either negotiate on Wal-Mart's behalf or otherwise obligate Wal-Mart in any manner whatsoever, including any attempt to obligate Wal-Mart to pay for or construct improvements without additional authorization in writing from Wal-Mart.

Respectfully,

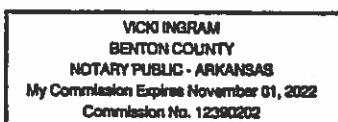
WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE Management, LLC, a Delaware limited
liability company, General Partner

By: 
Jeff Waggener
Sr. Director of Project Design and Management

STATE OF ARKANSAS
COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 29 day of May, 2014, by Jeff Waggener as Senior Director of Project Design and Management of WSE Management, LLC, a Delaware limited liability company, the General Partner of Wal-Mart Stores East, LP, a Delaware limited partnership, on behalf of the company and the partnership. He ☒ is personally known to me OR ☐ produced _____ as identification.



Vicki Ingram
Print Name: VICKI INGRAM

Notary Public, State of Arkansas

Commission number: 12390202

My commission expires: 11-01-2022

[Notary Seal]

Exhibit A
PROPOSED LOT 2 LEGAL
OUTPARCEL CARVE OUT

ALL THAT CERTAIN PIECE PARCEL OR TRACT OF LAND SITUATE LYING AND BEING IN A PORTION OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF THE TALLAHASSEE BASE MERIDIAN, SAID LANDS ALSO BEING A PORTION OF FARM 20, PINELLAS FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. SAID LANDS NOW LYING AND BEING IN PINELLAS COUNTY FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

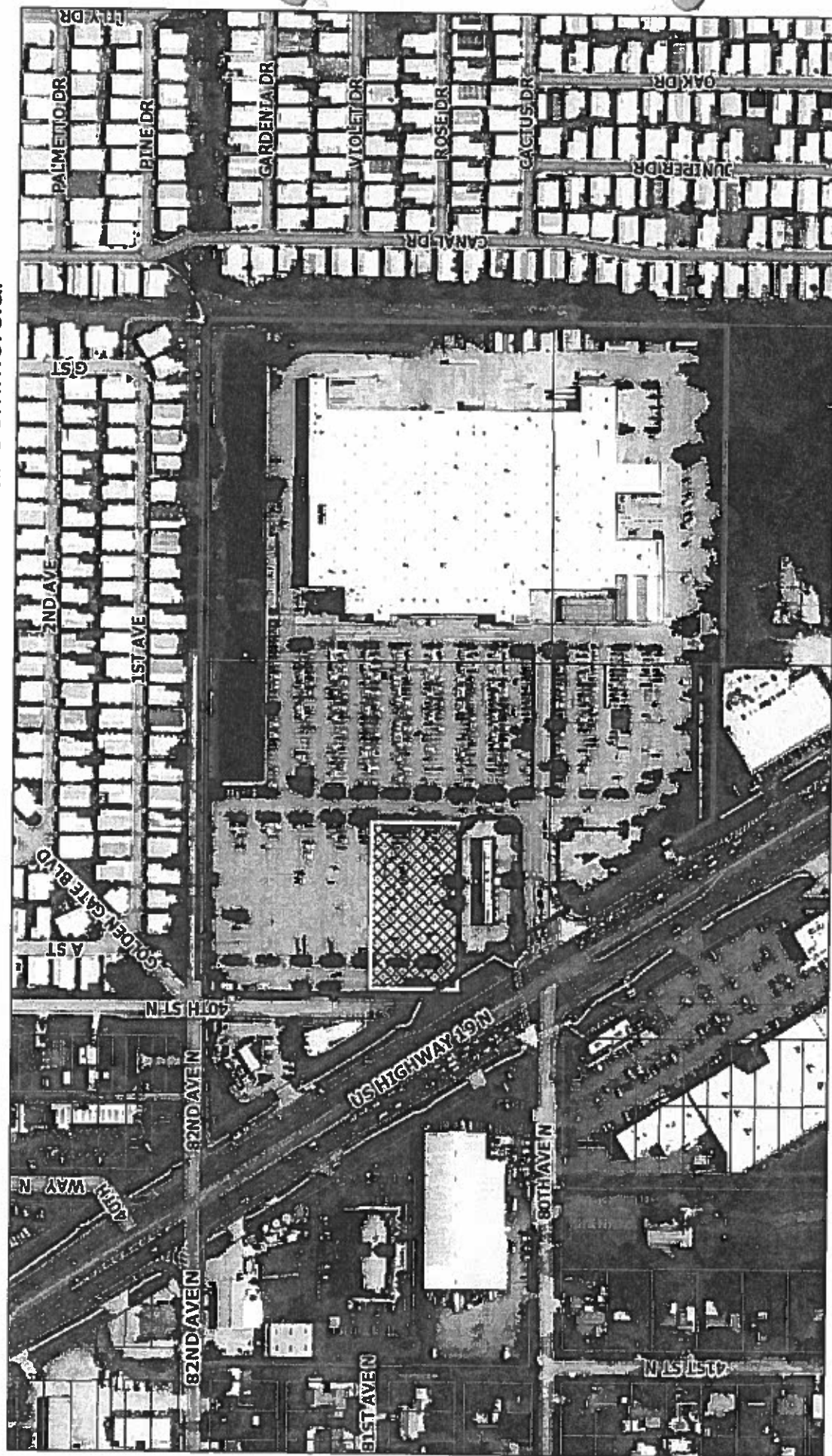
COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID FARM 20;

THENCE, BEARING SOUTH 89°44'29" EAST, ALONG THE NORTH LINE OF SAID FARM 20, A DISTANCE OF 15.00 FEET TO A POINT; THENCE, LEAVING SAID NORTH LINE, BEARING SOUTH 00°01'17" EAST, A DISTANCE OF 288.38 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 89°58'00" EAST, A DISTANCE OF 337.70 FEET TO A POINT;
THENCE SOUTH 00°01'17" EAST, A DISTANCE OF 189.70 FEET TO A POINT;
THENCE NORTH 89°58'00" WEST, A DISTANCE OF 304.99 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19; THENCE NORTH 31°58'03" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19, A DISTANCE OF 61.81 FEET TO A POINT; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 19, NORTH 00°01'17" WEST, A DISTANCE OF 137.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 63,204 SQUARE FEET OR 1.45 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

CU 2016-13 drive thru restaurant in "B-1" General Commercial



June 2, 2016

Major Roads

Principal Arterial

Minor Arterial

Collector

Minor Collector

Local Major Street

Local Street

Centerline Range Labels

1:3,359

0 0.0275 0.055 0.11 mi

0 0.045 0.09 0.18 km

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Natural NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

A REPLAT OF FARM 19 AND A PORTION OF FARMS 20, 29 AND 30, PINELLAS FARMS, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY; LYING IN SECTION 27, TOWNSHIP 30 SOUTH, RANGE 18 EAST, IN THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA.

ALL THAT CERTAIN PCE PARCELS OF LAND SITUATE LYING AND BEING IN A PORTION OF THE SOUTHWEST ONE QUARTER OF THE NORTH-EAST ONE QUARTER OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF TALLAHASSEE BASE MERIDIAN, SAID LANDS ALSO BEING ALL OF FARM 19, AND A PORTION OF FARMS 20, 29, AND 30, PHILLIPS FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN PHILLIPS COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY SET FORTH AS FOLLOWS:

[illegible]

TOGETHER WITH THE SOUTH IS FILED OF VALCATO ROAD AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 19078, PG 368-372, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE ABOVE DESCRIBED PRELIMES CONTAIN AN AREA OF 1,113.014 SQUARE METERS OR 25.79 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

THE UNDERSIGNED OWNERS, WALDMAN STORIES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE DESCRIBED TRACT OF LAND AND THAT BESIDES THEIR INTERESTS THEREIN, THERE ARE NO OTHER OUTSTANDING INTERESTS IN SAID PROPERTY, WHICH IS HEREBY PLACED AS WALDMAN AT PHELIX PARK, AND THAT IT DEDICATES ALL ALLEYS, EASEMENTS AND PUBLIC AREAS ON WALDMAN AT PHELIX PARK TO THE PUBLIC. HOWEVER, THE TRACT OF LAND DESCRIBED HEREIN, SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED.

THE PRIVATE DRAINAGE EASEMENT, PRIVATE UTILITY EASEMENT, AND PRIVATE ACCESS EASEMENT ARE HEREBY RESERVED TO THE OWNERS OF LOT 1 AND LOT 2 AND ARE NOT DEDICATED TO THE PUBLIC.

CHARGE
WAL-MART STORES EAST, LP
A DELAWARE LIMITED PARTNERSHIP
2000 SE 10TH STREET
BENTONVILLE, AR 72716

ATTENDING PHYSICIAN

HEREBY CERTIFY ON THIS 2010 DAY OF 2010, BEFORE ME PERSONALLY APPEARED AS AUTHORIZED
AGENT OF WALLMART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, TO ME WHOM TO BE THE PERSON DESCRIBED IN AND WHO
EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION AND ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS OR HER FREE ACT AND
VALID FOR THE USES AND PURPOSES THE REIN EXPRESSED WITH MY HAND AND OFFICIAL SEAL AT _____ THE _____

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

6314-03 10065-0000

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 1 OF 3

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 30 SOUTH, RANGE 18 EAST, SAID LINE BEARS N00°21'25"E

ALL PUBLIC UTILITY EASEMENTS MUST PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, THAT THE EASEMENT SHALL NOT BE CONSIDERED TO BE A CABLE TELEVISION EASEMENT UNLESS IT PROVIDES THAT THE FACILITIES AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE OPERATION OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT CABLE TELEVISION COULD INTERFERE WITH THE OPERATION OF ANY PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO ANY EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

APPROVED BY THE CITY ENGINEER OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, THIS _____ DAY
OF _____ 20_____.

111

APPROVED BY THE CITY MANAGER OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, 20____

1. **Introduction**

APPROVED BY THE CITY COUNCIL OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____ 2018.

STATE OF FLORIDA

CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.

PLAT BOOK _____ PAGE(S) _____

PINELLAS COUNTY, FLORIDA

COUNTY OF PINELLAS, FLORIDA

THIS PLAT HAS BEEN REVIEWED AND FOUND TO CONFORM WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, RELATING TO THE MAKING OF MAPS AND PLATS THIS DAY OF 20

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 399–406

CLINICAL SURVIVAL FOR ANNUAL REPORT
REGISTRATION NO.

THE IMPERISHED DECADE

THIS PROPERTY WAS SURVEYED AND THIS PLAT TO A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED HEREIN IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA, THEREUNTO APPERTAINING, AND THAT THIS PLAT COMPLIES WITH SECTION 177.001 OF CHAPTER 177 OF THE LAWS OF THE STATE OF FLORIDA PERTAINING TO MATERIALS AND COMPOSITION.

C. DEMETER, P.S.M.

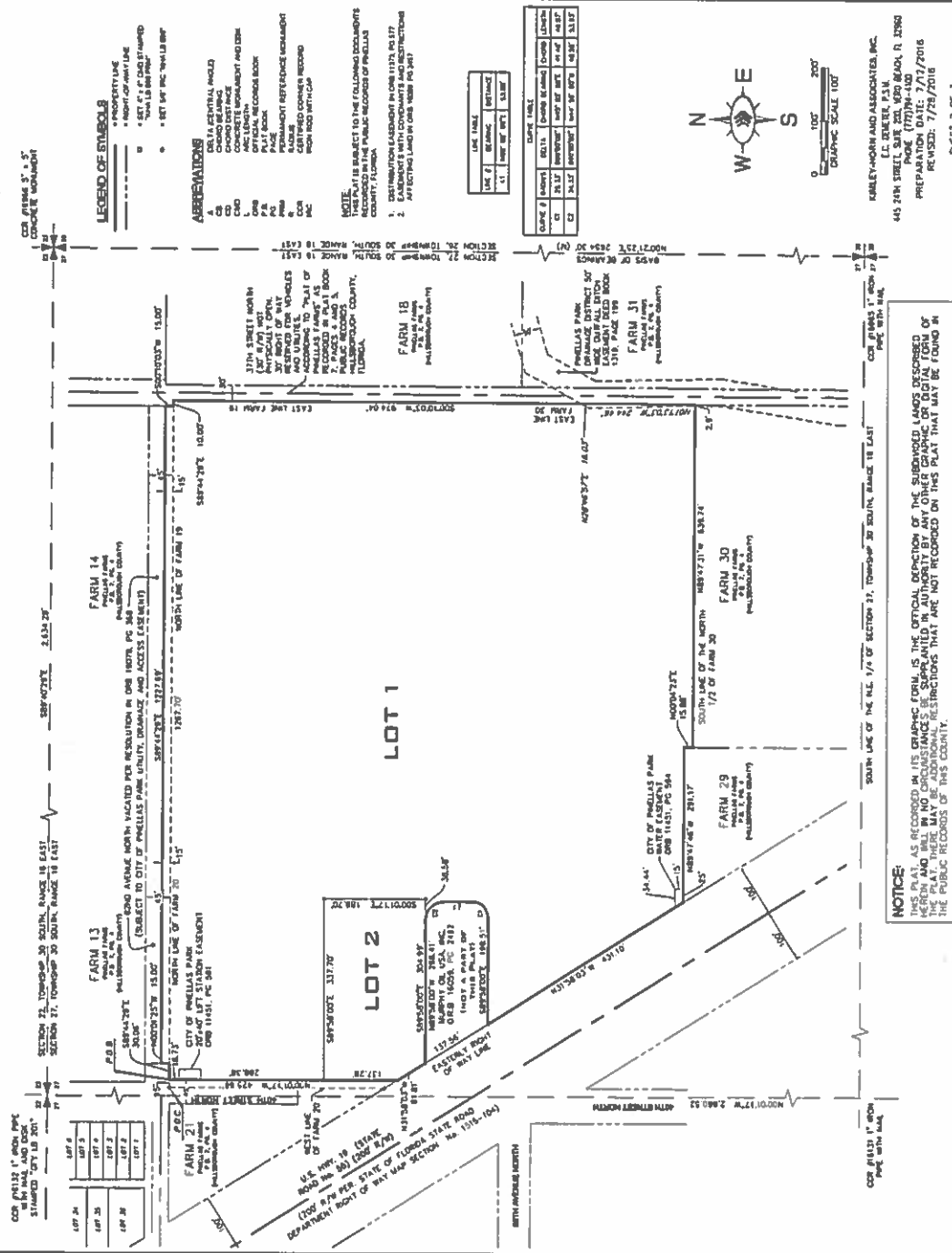
© 1997 THE NEW YORK TIMES

KIMBLE-HORN AND ASSOCIATES, INC.
I.C. BEATER, P.S.M.
4465 24TH STREET, S.W. 2ND FLOOR BEADY FL 17960
PHOENIX (602) 794-4100
PREPARATION DATE: 7/12/2018
REVISED: 7/25/2018

Exhibit C
p. 1 of 3

PRELIMINARY PLAT OF WALMART AT PINELLAS PARK

A REPLAT OF FARM 19 AND A PORTION OF FARMS 20, 29 AND 30, PINELLAS FARMS, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, LYING IN SECTION 27, TOWNSHIP 30 SOUTH, RANGE 18 EAST, IN THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA.



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City of Pinellas Park

Staff Report

File #: 16-162, **Version:** 1

Agenda Date: 8/11/2016

RESOLUTION NO. 16-12. A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING A PORTION OF A UTILITY EASEMENT ON A PARCEL OF LAND GENERALLY LOCATED AT 8921 US HIGHWAY 19 IN SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST; PROVIDING FOR AN EFFECTIVE DATE. (V 2016-3, Daveroe Properties, LLC)

PUBLIC HEARING, FIRST AND FINAL READING
(Speaker - Dean Neal, Zoning Director)

NOTE: The applicant is requesting the vacation of a 10 foot wide by 200 foot long portion, as illustrated in sheet 2 of Exhibit A, of a 20 foot wide sanitary sewer easement in the rear of the property. It has been discovered after-the-fact that a building addition, permitted in 2001, encroaches upon this 10 foot wide portion. There are no utilities located within the proposed area for vacation that require easements. No City Divisions or private utility companies have objected to this request. The staff report identifies the following Findings of Fact:

1. The vacation is consistent with the policies of the Comprehensive Plan.
2. The various utility agencies and City divisions have no objection to the vacation.

ACTION: (Adopt - Deny) Resolution No. 16-12.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PINELLAS PARK, FLORIDA, VACATING A PORTION OF A UTILITY EASEMENT ON A PARCEL OF LAND GENERALLY LOCATED AT 8921 US HIGHWAY 19 IN SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST; PROVIDING FOR AN EFFECTIVE DATE. (V 2016-3, Burgess)

WHEREAS, the City of Pinellas Park has been petitioned to vacate a 10 foot wide portion of a 20 foot wide public utility easement generally located at 8921 US Highway 19; and

WHEREAS, City Divisions and Private Utility Agencies have expressed no objections to the proposed vacation of a portion of easement; and

WHEREAS, the City Council has determined that the 10 foot wide portion of easement, further described herein, serves no useful purpose and it is in the general interest of the public that the same be vacated, discontinued and/or closed; and

WHEREAS, the City of Pinellas Park adopted Ordinance Number 3273, which dissolved the Gateway Centre Development District and thereby, assigned the City of Pinellas Park as its successor and assign.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the following described portion of easement over and under, above and across the following described real property be and the same are hereby vacated:

THOSE EASEMENTS LEGALLY DESCRIBED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SECTION TWO: That this Resolution shall be in full force and effect immediately upon its adoption.

PUBLISHED THE _____ DAY OF _____, 2016.

FIRST READING _____ DAY OF _____, 2016.

PUBLIC HEARING THE _____ DAY OF _____, 2016.

ADOPTED THIS _____ DAY OF _____, 2016.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2016.

Sandra L. Bradbury
MAYOR

ATTEST:

Diane M. Corna, MMC
CITY CLERK

SECTION . . . 22 . . . , TOWNSHIP . . . 30 . . . SOUTH, RANGE . . . 16 . . . EAST, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

Exhibit A

LEGAL DESCRIPTION

THE SOUTHWESTERLY 10.00 FEET OF THAT PORTION OF THE 20.00 FOOT WIDE UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 6510, PAGE 1940, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN TRACT 2 OF COVENTRY PLAZA, AS RECORDED IN PLAT BOOK 76, PAGES 60 THROUGH 62, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 10.00 FEET OF THE NORTHEASTERLY 65.00 FEET OF TRACT 2, COVENTRY PLAZA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 76, PAGES 60 THROUGH 62, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 2000 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

PREPARED FOR

DAVEROE PROPERTIES, L.L.C.
CITY OF PINELLAS PARK
GATEWAY CENTRE DEVELOPMENT DISTRICT
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SHEET 1 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

George A. Shimp III

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 160108A

DATE SURVEYED: N/A

DRAWING FILE: 160108A.DWG

DATE DRAWN: 5-20-2016

LAST REVISION: N/A

X REFERENCE: 160108



**GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

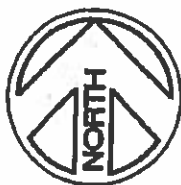
T.S.
LB 1834

SECTION . . . 22 . . . , TOWNSHIP . . . 30 . . . SOUTH, RANGE . . . 16 . . . EAST, PINELLAS COUNTY, FLORIDA

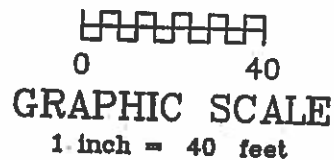
LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

Exhibit A



MAINLANDS VILLAGE
P.B. 86, PG. 87
LOT 1



LEGEND

- - AIR CONDITIONER
- - GRATE INLET

TRACT 2
COVENTRY PLAZA
P.B. 76, PGS. 60-62

BNDY = BOUNDARY
CONC = CONCRETE
DRNG = DRAINAGE
EOP = EDGE OF PAVEMENT
ESMT = EASEMENT
LB = LAND SURVEYING BUSINESS
NO = NUMBER
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
UTIL = UTILITY

ONE STORY METAL
FRAME STRUCTURE

UNPLATTED

TRACT 3

SHEET 2 OF 2

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 5J-17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

George A Shimp III

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR & MAPPER No. 6137

JOB NUMBER: 160108A

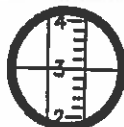
DATE SURVEYED: N/A

DRAWING FILE: 160108A.DWG

DATE DRAWN: 5-20-2016

LAST REVISION: SEE SHEET 1

X REFERENCE: SEE SHEET 1



**GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS
3301 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

LB 1834

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

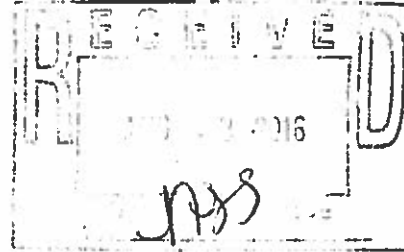
Please Respond To:

James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facs/mile

**FLORIDA**

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 968-1011

August 2, 2016



Ms. Anna Weaver
Zoning Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #16-145 (Amended)
Resolution Vacating Parcel at 8921 U.S. 19, V 2016-3, Burgess

Dear Ms. Weaver:

After some additional issues were raised and a new request made by attorney Jere Daniels, you provided our office with the recorded utility easement, the previously approved resolution and a sketch of the property at 8921 U.S. Highway 19.

The City's resolution is seeking to vacate a 10 foot portion of a utility easement that is recorded at O.R. Book 6510, Page 1940. This utility easement was granted to both the City of Pinellas Park and the Gateway Centre Development District. After conversations with you and Mr. Neal, it is our understanding that the City believes the Gateway Centre Development District is dissolved and the City is its successor in interest. Assuming this is correct, the City would be able to vacate both its interest and what was originally the Gateway Centre Development District's interest in the 10 foot portion of the utility easement through the proposed resolution. However, the resolution needs to recite that the City is the successor in interest to Gateway Centre Development District so it is clear that the 10 feet being vacated is no longer clouded by an interest of the City of Pinellas Park nor an interest of Gateway Centre Development District.

It is our understanding that the City does have utilities, specifically a sewer main, within the described utility easement. The City has pinpointed the location of the sewer main to be approximately 2 feet away from the building that is constructed on the property (which was built over a portion of the easement). City staff has indicated that the sewer pipe could be up to 14 feet below ground. The City is preparing to reline the sewer main at issue, so that



PRINTED ON RECYCLED PAPER

Ms. Anna Weaver
August 2, 2016
Page 2

hopefully no repairs will need to be done to this portion of pipe for many years to come. However, should it ever become necessary for the City to excavate the pipe to make repairs or replace it, it would require substantial work to be done immediately adjacent to the building located on the site. If the portion of the easement that the building sits on top of is vacated, the City would probably be liable for any damage caused to the building as a result of any work to repair or replace the sewer main done by the City. However, if none of the easement is not vacated, any damage sustained to the building as a result of the City's maintenance of its sewer main would probably be the property owner's responsibility.

Exhibit A of the recorded easement also refers to a "temporary construction easement that is 15.00 feet in width that lies parallel with and adjacent to the southwesterly line of the utility easement described above." The property owner's attorney is requesting that the resolution also vacate this temporary construction easement. Language needs to be added to the resolution to address the vacation of the temporary construction easement, the title updated, the legal description updated, and a new advertisement will be necessary. Additionally, the utility releases provided by the applicant need to recite the correct legal description, which includes reference to the temporary construction easement, for the portion of the easement that will be vacated in the updated resolution.

If you have any questions, or need further clarification, please do not hesitate to contact our office.

Very truly yours,



James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Coma, MMC, City Clerk
Patrick Murphy, Assistant City Manager
Dean Neal, Zoning Director

JWD/dh

===== ZONING DIVISION =====

CASE NUMBER: V 2016-3

OWNER: Daveroe Properties, LLC

CC HEARING: August 11, 2016

AGENT: Scott Burgess, Manager

I. GENERAL INFORMATION

A. Request:

Vacation of a 10 foot wide by 200 foot long portion of a 20 foot wide utility easement as recorded in Official Records Book 6510, Page 1940.

B. Purpose:

Existing warehouse addition encroaching into easement.

C. Location: 8921 US 19

D. Site Area: 2.76 acres m.o.l.

E. Land Use Plan Designation: Commercial General (CG)

Zoning District: "B-1" General Commercial

F. Public Notification: July 29, 2016

G. Legal Advertising: July 29, 2016

H. Utility Releases: All Received

I. Legal Description: "Exhibit A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

This parcel was platted in 1975 as Tract 2, Coventry Plaza Subdivision as recorded in Plat Book 76, Pages 60 through 62. Prior to platting, a 20,460 square foot building was constructed in 1971. This has served as furniture display and retail. In 1982, an 18,500 square foot warehouse was constructed in the rear of the property. On July 13, 2000, an expansion to a previously established nonconforming use was approved by City Council allowing for the construction of two additions to the warehouse. At the north corner of the building, 6,000 square feet was added. On the east side of the building, 2,100 square feet was added. These square footages are based on the Pinellas County Property Appraiser's website. During plan review of these additions, a sanitary sewer line and easement to the rear of the existing building was not shown on plans, therefore the final site plan was approved as drawn in 2001. Through discussions of the possible sale of all or a portion of the property, the owner discovered this encroachment and has requested to vacate a portion of the easement to bring the building into compliance. In 2014, a minor encroachment (MS 2014-19) was approved by staff for the encroachment of a pylon sign into a 10 foot wide utility easement along the front property line.

B. Site characteristics:

The site has 200 feet of frontage along US 19 with a depth of 600 feet. Toward the front of the property, there is a 20,460 square foot masonry structure that has held a furniture showroom with a Business Tax Receipt registered as early as 1996. There is parking in the front and rear of this building with a one-way drive surrounding. To the rear of the property, there is a total 26,600 square foot metal structure with truck well and loading areas. As stated above, to the rear of the building, there is a 20 foot wide sanitary sewer easement, of which a portion is being requested to vacate. Immediately abutting this is a 15 foot utility easement and a 30 foot drainage easement. These two were part of the original Coventry Plaza plat.

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	CG	B-1	Mainlands Shopping Center
SOUTH	CG	B-1	Vacant, previously Wachovia/First Union/Southeast bank
EAST	RU	RPUD	Mainlands Subdivison
WEST	INS	P	Calvary Chapel (across US 19)

D. Traffic Circulation and Impact:

1. Characteristics:

ACCESS/ DESIGNATION	
US 19	Arterial
EXISTING CONDITIONS	
US 19	6 lane divided

E. Essential Services Summary:

Assistant City Manager: No objection

Zoning Director: Comment:

Does this easement extend beyond the subject parcel?

RESPONSE: The easement runs through Tracts 2, 3 and 4. The request is to vacate a 10 foot portion lying within Tract 2 only.

Building Division: No objection

Life Safety Management: Comment:

As long as the vacation does not obstruct fire department access, it is approved.

Community Planning Division: No objection

Police Department: No objection

PPWMD: No objection

Army Reserve Medical Command: Not received

Public Works Divisions:

Public Works Administrator: No objection

Engineering Services: Comment:

Sanitary sewer line in easement will be lined for additional protection due to proximity to building.

Utilities Director: No objection

Transportation/Stormwater Dir: No objection

III. COMPREHENSIVE PLAN REVIEW

A. Land Use:

Consistent X Inconsistent Not applicable

The proposed Vacation will remain consistent with the Land Use Element of the City's Adopted Comprehensive Plan.

IV. SUMMARY REPORT

A. Development Considerations: None

B. Waivers Requested: None

V. FINDINGS OF FACT

After review of Case No. V 2016-3, the Zoning Division has identified the following Findings of Fact: That,

1. The vacation is consistent with the policies of the Comprehensive Plan.
2. The various utility agencies and City divisions have no objection to the vacation.

APPLICATION FOR VACATION OF EASEMENTS OR RIGHTS-OF-WAY

FOR OFFICE USE ONLY

CASE # V 2016-3 UTILITY/MAIL RECEIPTS: _____ PZ MEETING: _____ CC MEETING: 8/11/16
PLAT SHEET: E-7 RELATED CASES: _____ RECEIPT NUMBER: 244134
ZONING DISTRICT: B-1 LAND USE DESIGNATION: CG DATE RECEIVED: 7/19/16

REQUEST AND PROPERTY INFORMATION

GENERAL LOCATION OF PROPERTY TO BE VACATED: 8921 US HIGHWAY 19 N, PINELLAS PARK, FL 33782

REASON FOR VACATION REQUEST: The portion requested to be vacation is not being used and runs underneath existing building
improvements on the property. Such encroachments may make title to the property unmarketable.

AN EXACT LEGAL DESCRIPTION OF THE PROPERTY TO BE VACATED MUST BE SUBMITTED. THE CITY SUGGESTS THE APPLICANT CONTACT A REGISTERED SURVEYOR TO DETERMINE THE EXACT LEGAL DESCRIPTION. IF NEEDED, THE CITY MAY REQUIRE A SURVEY OF THE SUBJECT PROPERTY.

LEGAL DESCRIPTION OF PROPERTY TO BE VACATED (attach if lengthy):
SEE ATTACHED EXHIBIT "A"

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

PARCEL NUMBER(S): 20-30-16-18705-000-0020

I (we) the undersigned, do hereby make application for vacation of public easements or rights-of-way and do certify that the information contained in this application is true and correct to the best of my (our) knowledge.

[Signature]
Signature of Applicant

7/19/16
Date

Signature of Applicant

Date

OWNER / APPLICANT INFORMATION

PROPERTY OWNER: Daveroe Properties, L.L.C. PHONE: (_____) _____

ADDRESS/CITY/ZIP: 3822 Dr. Martin Luther King, Jr. St. N., St. Petersburg, Florida 33703

AUTHORIZED AGENT: James S. Burgess PHONE: (_____) _____

ADDRESS/CITY/ZIP: 3822 Dr. Martin Luther King, Jr. St. N., St. Petersburg, Florida 33703

OTHER REPRESENTATIVE: _____ PHONE: (_____) _____

ADDRESS/CITY/ZIP: _____

VACATE.APL – Last Revised 12/09, 2/11, 4/13, 5/1, 2/15, 5/15

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

James S. Burgess, as Manager of Daveroc Properties, L.L.C.

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

8921 US Highway 19 N, Pinellas Park, FL 33782

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See Attached Exhibit "A"

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

For a partial release of utility easement.

3. That the undersigned (has/have) appointed and (does/do) appoint James S. Burgess as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF PINELLAS



(SEAL ABOVE)

The foregoing instrument was acknowledged before me this July 19 2016

by James Scott Burgess (Date)
(Name of person acknowledging and title of position)

who is personally known to me or who has produced FL DL
(Type of identification)
as identification and who did (did not) take an oath.

Melissa Thrumston Notary Public, Commission No. FF181254

Melissa Thrumston (Name of Notary typed, printed or stamped)



Stephanie Scalos <sscalos@pinellas-park.com>

V 2016-3 Case Review

Randy Roberts <randy@ppwmd.com>

Fri, Jul 22, 2016 at 11:31 AM

To: Stephanie Scalos <sscalos@pinellas-park.com>

Cc: "Charnas, Nick" <CharnasN@cdmsmith.com>, "loweks@cdmsmith.com" <loweks@cdmsmith.com>, Lisa Atkinson <lisa@ppwmd.com>, Cheryl Shorey <cheryl@ppwmd.com>

Ms. Scalos,

The Pinellas Park Water Management District has no comments/objection to V 2016-3.

Regards

Randal A. Roberts

Exec. Director

Pinellas Park Water Mgmt. District

6460 35th St. N

Pinellas Park, FL 33781-6221

Tel: (727) 528-8022

Fax: (727) 528-9444

From: Stephanie Scalos [mailto:sscalos@pinellas-park.com]

Sent: Friday, July 22, 2016 9:16 AM

To: Randy Roberts <randy@ppwmd.com>

Subject: V 2016-3 Case Review

[Quoted text hidden]

Date: 7/26/16



RE: 8921 US 19, Pinellas Park

Mike Little
Right of Way Manager
Region rights of way &
Municipal Affairs Mgr.
813 892-9648
michael.e.little@ftr.com

Dear Anna,

- ☐ Frontier Florida LLC will require easements as indicated on the attached plat.
- ☐ Frontier Florida LLC does object to the above referenced easement or right of way vacation. This is necessary, as we have facilities in the existing easement or rights of way, which needs to be maintained
- ☒ Frontier Florida LLC has no objection to the above referenced request as per the attached plan.
- ☐ Frontier Florida LLC has conditional approval to the above referenced vacate providing that access will be provided as needed for Frontier to maintain and provide service.

Please be advised that Frontier may have facilities in the area. Please contact Sunshine 811 two full business days prior to commencement of construction at 811 for utility locations. Please call me if you have any questions or need any additional information at (813) 892-9648.

Sincerely,

Mike Little

Network Engineering

A Part of Frontier Communications



July, 19 2016

8921 US-19
Pinellas Park, FL 33778

Attn: A Weaver

RE: 8921 US-19

TECO /Peoples Gas have no facilities in the area.
There is no objection to the *encroachment into the easement*

Thank you for your continued close cooperation in these matters. Please feel free to call
At (727) 826-3258 if we can be of further service.

Thanks

A handwritten signature in black ink, appearing to read "Ray Zwissler".

Ray Zwissler
Gas Design Tech II

TECO/Peoples Gas
1920 9th Avenue N.
Saint Petersburg, FL. 33713

Office (727) 826-3258
Fax (727) 826-3344
sprsz@tecoenergy.com



Date: July, 13 2016

Re: Vacate 8921 US Hwy 19 N Pinellas Park ,Florida 33782 Book 6510,Page 1940 Plat Book 76 Page 60

_ XXX Bright House Networks has no objections provided easements for our facilities are Retained / granted

Bright House has no objections provided applicant bears the expense for relocation of any Bright House facilities to maintain service to customers affected by the proposed Vacate.

_____ In order to properly evaluate this request, Bright House will need detailed plans of facilities proposed for subject areas.

_____ Bright House has facilities within this area, which may conflict with subject project Please call one call locating. **SEE NOTES**

_____ Bright House requires 30 days written notice prior to construction start date to relocate their facilities.

NOTES:

Sincerely,
Ozzie Perez
Bright House Networks
Field Engineer
Pinellas County
727-329-2817



REAL ESTATE MANAGEMENT
REAL PROPERTY DIVISION

Real Estate Management
Building Design & Construction Division
Lease Management Division
Fleet Management
Real Property Division
Surplus Warehouse
Young-Rainey STAR Center

MEMORANDUM

TO: Jere F. Daniels, Esq.
Winderweedel, Haines, Ward & Woodman, P.A.
329 Park Avenue, North
Winter Park, Florida 32789

FROM: Cynthia M. Harris, Real Estate Specialist, Senior

THRU: Sean Griffin, Manager, Real Estate Management *SA*

SUBJECT: REQUEST FOR NO OBJECTION LETTER

DATE: June 30, 2016

_____ OBJECTION, DO NOT RELEASE FOR THE FOLLOWING REASON:

- _____ There are existing facilities within the requested vacation.
- _____ Subject land is, or is adjacent to, environmentally sensitive land.
- _____ Subject is an open road, used by the public.
- _____ May be required for a future road/drainage project.

Project Name: _____
Funded By: _____ PID NO.: _____

 X NO OBJECTION

Our review has determined that the vacation will not have a negative effect on the remaining easement area.

_____ NO OBJECTION

Our Division is not involved with this request.

REVIEWED BY: Cynthia Harris 464-3773 DATE: 6-30-2016

APPROVED BY: *[Signature]* DATE: 6.30.16
Sean Griffin
Manager, Real Estate Management



It's that kind of experience.

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Jere F. Daniels, Esq.
Winderweede, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida, 32789

Date: June 30, 2016

Re: Petition to Release: See attached Legal Description
The southwesterly 10.00 feet of the northeasterly 65.00 feet of tract 2,
Coventry Plaza, according to the map or plat thereof, as recorded in plat
Book 76, pages 60 through 62, of the public records of Pinellas County.

Dear Jere, F. Daniels:

Thank you for advising Wide Open West (WOW!) of the petition to Release.

XX WOW! has no objection/conflict.

_____ In order to properly evaluate this request, WOW! will need detailed plans of the facilities proposed for the subject areas.

_____ WOW! has buried facilities within the project limits which may conflict with the subject project. Please call Sunshine State One Call of Fla. Inc. (1-800-432-4770) for locating prior to construction.

Please refer any further correspondence and pre-construction meeting notices to:

WOW!
John Burlett
Construction Technician - Lead
3001 Gandy Blvd. N.
Pinellas Park, FL 33782

Sincerely,


John Burlett
Construction Technician - Lead
WOW!
(727) 239.0158 Main
(727) 235.4470 Mobile

3001 Gandy Blvd N
Pinellas Park, FL 33782



2166 Palmetto Street
Clearwater, FL. 33765: CW-13

Jason.McDarby @duke-energy.com

o. 727.562.5706

f. 727-562-5753

July 5, 2016

Jere F. Daniels, Esq.
329 Park Avenue North
Winter Park, Florida 32789

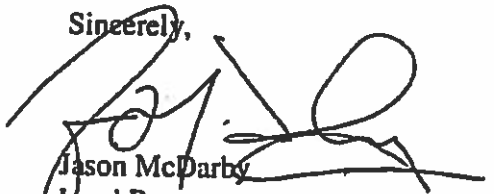
**RE: *Approval of a partial vacation of a utility easement
Section 22, Township 30 South, Range 16 East, Pinellas County, Florida
8921 US Highway 19 N, Pinellas Park, Florida***

Dear Mr. Daniels,

Please be advised that Duke Energy Florida, LLC., *Distribution Department and Transmission Department* has **"NO OBJECTIONS"** to the partial vacation of a utility easement, recorded in Official Records Book 6510, Page 1940, Public Records of Pinellas County, Florida.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Jason McDarby
Land Rep
Distribution Right of Way - Florida

V 2016-3 - vacate 10 foot portion of easement at 8921 US 19



July 15, 2016

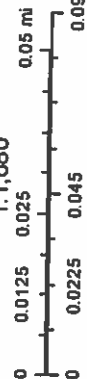
- ☐ Parcels
- ☐ Lot Lines
- ☐ Lot/Common Area
- ☐ Park/Open Space

- ☐ Pinellas Park
- ☐ Municipal Boundary
- ☐ Annexations

- ☐ Neighboring Cities
- ☐ KENNETH CITY
- ☐ LARGO
- ☐ SEMINOLE

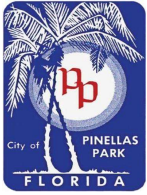
- ☐ ST PETERSBURG
- ☐ Unincorporated
- ☐ Unincorporated Areas

1:1,680



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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City of Pinellas Park

Staff Report

File #: 16-158, **Version:** 1

Agenda Date: 8/11/2016

**ISSUANCE OF A WARRANTY DEED FOR COMMUNITY REDEVELOPMENT AGENCY
PURCHASED PROPERTIES - City of Pinellas Park to Community Redevelopment Agency**

NOTE: This Warranty Deed transfers properties purchased by the Community Redevelopment Agency, from the City of Pinellas Park to the Community Redevelopment Agency. Issuance and acceptance of this Warranty Deed will correct the owner's name on the titles to these properties.

ACTION: (Approve - Deny) Authorization for City Council to issue a Warranty Deed to the Community Redevelopment Agency to correct ownership of Community Redevelopment Agency purchased properties.

INSTRUMENT PREPARED BY:

RETURN TO:

James W. Denhardt, Pinellas Park City Attorney
P.O. Box 1100
Pinellas Park, FL 33780
Shannon Coughlin, Economic Development Manager
City of Pinellas Park, Community Development Department
6051 78th Avenue North
Pinellas Park, FL 33781

Florida Statutory Warranty Deed
(F.S. §689.02)

This indenture, is made this _____ day of _____, A.D. 2016,

Between the CITY OF PINELLAS PARK, a Florida municipal corporation, of the County of Pinellas in the State of Florida, party of the first part, and the CITY OF PINELLAS PARK COMMUNITY REDEVELOPMENT AGENCY, of the County of Pinellas in the State of Florida, whose address is: 5141 78th Avenue North, Pinellas Park, FL 33781, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, in hand paid by the said party of the second part to the party of the first part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to the party of the second part, its heirs and assigns forever, the following described lands, to wit:

PARCEL NO. : 28/30/16/93438/000/0180
5770 75th Terrace North
UNITED COTTAGE CORPORATION REPLAT, LOT 18 AND WEST ½ OF LOT 17, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/93438/000/0160
5760 75th Terrace North
UNITED COTTAGES CORPORATION REPLAT LOT 16 AND EAST ½ OF LOT 17 AND ALL OF LOT 24, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/71064/013/0100
5667 Park Boulevard
PINELLAS PARK BLOCK 13, EAST 40 FEET OF LOT 10 AND ALL OF LOT 11, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO's.: 28/30/16/93438/000/0130, 28/30/16/93438/000/0230, 28/30/16/93438/000/0120, 28/30/16/93438/000/0080, 28/30/16/93438/000/0150, 28/30/16/93438/000/0110, 28/30/16/93438/000/0070, 28/30/16/93438/000/0140, 28/30/16/93438/000/0270
5720 75th Terrace North
5775 75th Avenue North
5710 75th Terrace North
5725 75th Terrace North
5750 75th Terrace North
5700 75th Terrace North
5735 75th Terrace North
5730 75th Terrace North
Vacant 75th Avenue North
UNITED COTTAGE CORPORATION REPLAT LOTS 13, 23, 12, 29, 8, 15, 11, 30, 7, EAST 27.5 FEET OF LOT 14 AND NORTH 7 FEET OF EAST 27.5 FEET OF LOT 27, LOT 27 LESS EAST 27.5 FEET OF NORTH 7 FEET THEREOF TOGETHER WITH WEST 12.32 FEET OF LOT 14, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/71064/013/0160
Vacant 56th Street North
PINELLAS PARK BLOCK 13, LOT 16 AND EAST 4.08 FEET OF LOT 15 LESS THE NORTH 5 FEET OF EACH FOR ALLEY, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/71064/013/0150
5609 Park Boulevard
PINELLAS PARK BLOCK 13, WEST 44.67 FEET OF LOT 15 AND EAST 0.33 FEET OF LOT 14 LESS NORTH 5 FEET OF EACH FOR ALLEY, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/93438/000/0040
5765 75th Terrace North
UNITED COTTAGE CORPORATION REPLAT EAST 37 FEET OF LOT 4, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/93438/000/0090
5715 75th Terrace North
UNITED COTTAGE CORPORATION REPLAT, LOT 9, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/93438/000/0220
5785 75th Avenue North
UNITED COTTAGE CORPORATION REPLAT, LOT 22, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO's.: 28/30/16/71064/013/0120, 28/30/16/71064/013/0130
5663 Park Boulevard
5625 Park Boulevard
PINELLAS PARK BLOCK 13, LOT 12 LESS NORTH 5 FEET OF EAST 30 FEET FOR RD AND LESS EAST 0.5 FEET OF SOUTH 60 FEET AND PINELLAS PARK BLOCK 13, EAST 28.08 FEET OF LOT 13 AND WEST 5 FEET OF SOUTH 61 FEET OF LOT 14 LESS 5 FEET FOR RD, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/71064/014/0150
5705 Park Boulevard
PINELLAS PARK BLOCK 14, LOT 15 LESS NORTH 5 FEET FOR RD, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO's.: 28/30/16/71064/013/0092, 28/30/16/71064/013/0090
5681 Park Boulevard
Vacant 75th Avenue North
PINELLAS PARK BLOCK 13, SOUTH 100 FEET OF EAST 23.75 FEET OF LOT 9 AND SOUTH 100 FEET OF WEST 8.75 FEET OF LOT 10 AND PINELLAS PARK BLOCK 13, NORTH 75 FEET OF EAST 23.75 FEET OF LOT 9 AND NORTH 75 FEET OF WEST 8.75 FEET OF LOT 10, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/83934/000/0040
Vacant 78th Avenue North
SORTWELL'S DISSTON BOULEVARD SUBDIVISION, LOT 4, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/93438/000/0020
5785 75th Terrace North
UNITED COTTAGE CORPORATION REPLAT, LOT 2, as recorded in the Official Records of Pinellas County, Florida

PARCEL NO.: 28/30/16/71064/000/0030
5851 Park Boulevard
PINELLAS PARK LOT C & VACATED RAILROAD AVENUE ADJACENT ON NORTHEAST PER O.R. 10597 PAGE 2027 & VACATED 59TH STREET
ADJACENT ON WEST PER O.R. 12315 PG 2245 TOGETHER WITH BLOCK 16, LOTS 1, 2, 3, 15, 16 & 17, as recorded in the Official Records of
Pinellas County, Florida

PARCEL NO.: 28/30/16/71064/016/0040
Vacant 60th Street North
PINELLAS PARK LOT B & BLOCK 16 LOTS 4 THROUGH 8 LESS ALLEY RIGHT OF WAY & VACATED 76TH AVENUE NORTH BETWEEN,
as recorded in the Official Records of Pinellas County, Florida

and the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

This property is not the Homestead Property of the Grantor, nor contiguous to Homestead Property of the Grantor, as such Homestead is defined by Florida Constitution.

Subject to easements and restrictions of record. Subject to Ad Valorem Tax through the date of closing.
And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever,
except taxes for year 2016 and subsequent.
(“Grantor” and “Grantee” are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as
contest requires.)

Signed, Sealed and Delivered in our Presence: CITY OF PINELLAS PARK, A Municipal Corporation

(Wit.) SANDRA L. BRADBURY, MAYOR

PRINT NAME BELOW SIGNATURE PRINT NAME BELOW SIGNATURE

(Wit.) CORPORATE SEAL

PRINT NAME BELOW SIGNATURE

STATE OF FLORIDA	The foregoing instrument was acknowledged before me this _____, 2016, by
COUNTY OF PINELLAS	SANDRA L. BRADBURY, Mayor of the City of Pinellas Park, a Municipal Corporation, on behalf of
	whom the instrument was executed. (Name of person acknowledging and title of position)
	_____ Notary Public signature
	_____ (Name of Notary typed, printed or stamped)
	Personally known _____ or produced identification
	Type of identification produced _____
(SEAL ABOVE)	
ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.	
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document <u>Warranty Deed</u> Number of Pages <u>2</u> Date of Document _____ Signers Other Than Named Above <u>NONE</u>

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011

July 18, 2016

Ms. Shannon Coughlin
Community Development
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #16-144
Warranty Deed Transferring City Property to CRA

Dear Ms. Coughlin:

I have received and reviewed the revised Warranty Deed transferring properties from the City to the CRA.

The Official Records department of the Clerk of Court has always requested that the "Prepared by" and "Return to" information be contained on the face page of the document. For that reason, I would request that you reprint those documents with the pagination reformatted, so that those items can be contained on the face page of the document. With that change, I would approve of the revised proposed Deed, as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

JWD/dh



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 16-159, **Version:** 1

Agenda Date: 8/11/2016

AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN ADDENDUM TO LEASE AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND THE PINELLAS PARK/GATEWAY CHAMBER OF COMMERCE, INC. - For City-owned property located at Park Station, 5851-C Park Boulevard

NOTE: In June of 2004, the City entered into a Lease Agreement with The Pinellas Park/Gateway Chamber of Commerce, Inc. for City owned property located at 5851-C Park Boulevard. The initial Lease Agreement was for a term of five (5) years, and has been renewed twice under the same terms and conditions for an additional ten (10) years. This Addendum to Lease Agreement provides for an additional ten (10) year term, extending the lease termination date from October 31, 2019 to October 31, 2026, and reduces the number of square feet leased by the Lessee from 2,409 square feet to 890 square feet.

ACTION: (Approve - Deny) Authorization for the City Manager to sign an Addendum to Lease Agreement between the City of Pinellas Park and The Pinellas Park/Gateway Chamber of Commerce, Inc. for property located at 5851-C Park Boulevard.

ADDENDUM TO LEASE AGREEMENT

This **ADDENDUM TO LEASE AGREEMENT** made and entered into this _____ day of _____, 2016 by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the "LESSOR", and **THE PINELLAS PARK / GATEWAY CHAMBER OF COMMERCE, INC.**, a Florida corporation not for profit, hereinafter called the "LESSEE").

WHEREAS, the LESSOR and LESSEE entered into a Lease Agreement dated February 12, 2015 (hereinafter called the "Lease Agreement"); and

WHEREAS, the LESSEE has complied with the requirements of the Lease Agreement; and

WHEREAS, since the time of the approval of the Lease Agreement, there has been a material change of circumstances such that it is in the public interests to amend the Lease Agreement; and

WHEREAS, the Parties have reached agreement with respect to the terms of the amendment of the Lease Agreement, and wish to reduce their agreement in this regard to writing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the Parties as follows:

1. That the foregoing recitals are incorporated herein and made a part hereof.
2. LESSEE shall be responsible for the payment of a pro rata portion of the cost of the use of electricity within the building based on the sum of the square feet of the leased premise. The sum of the square feet leased by the LESSEE is 890 square feet (5%) of a total 16,792 square feet for the building.
3. The LESSOR hereby approves the Addendum to Lease Agreement for the leased premises located at 5851-C Park Boulevard, Pinellas Park, Florida, by extension of the termination date of the original Lease Agreement from October 31, 2019 to July 31, 2026.
4. LESSEE and LESSOR agree that the monthly lease payment for the amended term of the Lease Agreement shall continue to be the same as the lease payment at the time of the original Lease Agreement.
5. That in the event of a conflict between the terms of the Lease Agreement and this Addendum to Lease Agreement, the terms of this Addendum to Lease Agreement shall control.
6. That except as expressly amended hereby, the original Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Lease Agreement to be executed on the date first above written.

CITY OF PINELLAS PARK, FLORIDA

ATTEST:

By: _____
Douglas A. Lewis, City Manager

By: _____
Diane M. Corna, MMC, City Clerk

PINELLAS PARK / GATEWAY CHAMBER OF COMMERCE, INC.

By: _____
Michael Whitaker, President

Approved as to form and correctness:

By: _____
James W. Denhardt, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the 12th day of February, 2015, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the "**Lessor**", and **THE PINELLAS PARK/GATEWAY CHAMBER OF COMMERCE INC.**, a Florida corporation not for profit, hereinafter called the "**Lessee**". "**Lessor**" and "**Lessee**" are hereinafter collectively referred to as the "**Parties**".

WITNESSETH

1. The **Lessor** leases to the **Lessee** the following described real property located in Pinellas County, Florida:

PINELLAS PARK SUBDIVISION, Lot C, Lying in Section 28, Township 30 South, Range 16 East, as recorded in Plat Book H 2, Pages 91 and 92, Public Records of Hillsborough County, Florida, of which Pinellas County was once a part.

with the building thereon, being commonly referred to as 5851-C Park Boulevard, Pinellas Park, Florida.

2. The term of this Lease Agreement shall be five (5) years, commencing on the 1st day of November, 2014, and ending on the 31st day of October, 2019. At the option of the **Lessee**, this Lease Agreement may be renewed for one (1) additional five (5) year period upon the same terms and conditions, or upon such other terms and conditions as the Parties may then agree to in writing. This option must be exercised by the **Lessee** giving notice to the **Lessor** not later than sixty (60) days prior to the expiration of the initial term of this Lease Agreement.

3. **Lessee** agrees to pay to **Lessor** as rent for said premises the sum of One Dollar (\$1.00) per year, plus applicable sales tax, if any, payable on the 1st day of March, 2015, and on the 15th day of each successive March thereafter.

In the event that the **Lessor** is required to pay ad valorem taxes upon the leased premises by reason of this Lease Agreement, then **Lessee** shall immediately reimburse **Lessor** for all such amounts which apply to the pro rata square footage leased by the **Lessee**.

4. **Lessee** may not make changes, alterations, or improvements to the building located on the leased premises or to the grounds.

No person is authorized or permitted to make any alterations, changes, or improvements to any part of the leased premises, including the building thereon, unless the **Lessee** has obtained prior written authorization from **Lessor**. **Lessor** shall then be the sole

Party to authorize and effect any changes, alterations or improvements to the building located upon the leased premises or the grounds. Any such alterations, changes, or improvements made in violation of the provisions hereof shall not entitle the person making such alterations, changes, or improvements to a lien of any kind whatsoever upon the leased premises or any portion thereof.

5. Under the terms and conditions of section four (4), **Lessee** shall at all times maintain and keep in good repair the leased premises. **Lessee** shall maintain the portions of common area of the building used by the **Lessee** so that the same shall, at all times, appear neat and be kept in a safe and sanitary condition. This provision shall not apply to that portion of the leased premises for which other tenants have the sole responsibility of maintenance. All requirements hereunder shall be completed at the sole expense of **Lessee**.

6. **Lessee** shall be responsible for the payment of a pro rata portion of the cost of the use of electricity within the building based on the sum of the square feet of the premise leased by the **Lessee**. That sum of the square feet leased by the **Lessee** is 2,409 square feet (14%) of a total 16,792 square feet for the building. Said portion of the electric cost shall be due and payable to the **Lessor** within fifteen (15) days of receipt of the cost statement to the **Lessee**. **Lessor** shall pay the pro rata cost of the electric cost for the sum of the square footage of the common areas, and shall also pay the cost of water, sanitary sewer and solid waste collection fees.

7. **Lessee** at all times during the term of this Lease Agreement and extensions thereof shall maintain a Commercial General Liability (CGL) insurance policy on an occurrence basis, with general aggregate/each occurrence limits of One Million Dollars (\$1,000,000), fire damage limits of Fifty Thousand Dollars (\$50,000), and medical expense limits of Five Thousand Dollars (\$5,000). The **Lessor** shall be listed as an additional insured on the Commercial General Liability insurance policy. **Lessee** shall furnish a Certificate of Insurance to the **Lessor** reflecting the amounts stipulated before the **Lessee** shall be entitled to occupancy hereunder. **Lessor** shall be named as an additional named insured on such policy.

Lessee agrees to indemnify and save harmless **Lessor**, its officers, officials, employees and agents, individually and collectively, of and from any and all claims, including attorney's fees, relating to personal injuries or property damage directly or indirectly resulting from **Lessee's** use and/or occupancy of the leased premises; provided, however, that this provision shall not apply to any claims relating to personal injuries or property damage caused solely by the negligence or willful misconduct of the **Lessor**.

8. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Agreement whereby the same shall be rendered untenable, **Lessor** shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, either party shall have the option to cancel this Lease Agreement; and, upon such cancellation, rent shall be due only to the date of such fire or casualty. Notice of such cancellation shall be given in writing. **Lessee** may purchase improvements made to the leased premises if it so desires.

9. At all times during the term of the Lease Agreement, **Lessor** shall have the right, by its agents and employees, to enter into and upon the leased premises during reasonable business hours, for the purpose of examining and inspecting the same and to determine whether **Lessee** has complied with its obligations hereunder.

10. Either party shall have the right to cancel this Lease Agreement at the end of any calendar month upon giving written notice of intent to the other party sixty (60) days prior to the effective date of such cancellation.

11. **Lessee** shall have a period of thirty (30) days from date of notice from **Lessor** within which to correct violations of the terms of this Lease Agreement; and, if such violations shall not have been remedied within such time, **Lessor** shall have the immediate right, at its option, to take such enforcement action as it shall deem necessary, including the institution of eviction proceedings.

12. Written notice as required hereunder shall be effective when hand delivered or mailed by certified mail by either part to an officer of the **Lessee's** corporation if directed to **Lessee**; and to a member of City Council, the City Manager, or the City Clerk if directed to **Lessor**.

13. The **Lessee** shall use the leased premises only for its official activities designed for the purpose of directly promoting and encouraging interest and participation in business and industry within the City of Pinellas Park. The leased premises shall not be used for any other purpose whatsoever.

14. **Lessee** shall not sublease or otherwise transfer any of its interest in and to the leased premises without the express prior written approval of the **Lessor**.

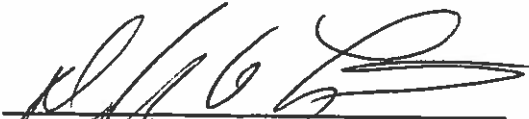
15. The **Lessor** warrants that appropriate authority has been granted by City Council for the execution of this Lease Agreement. The **Lessee** warrants that it has the appropriate authority to enter into this Lease Agreement.

16. The Lessee agrees that it shall continue in its present name of "The Pinellas Park Mid-County Chamber of Commerce" for such times, as it shall occupy the leased premises pursuant to this Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the date first above written.

CITY OF PINELLAS PARK, FLORIDA

ATTEST:


By: 
Douglas A. Lewis, City Manager

By: 
Diane M. Corna, City Clerk, MMC

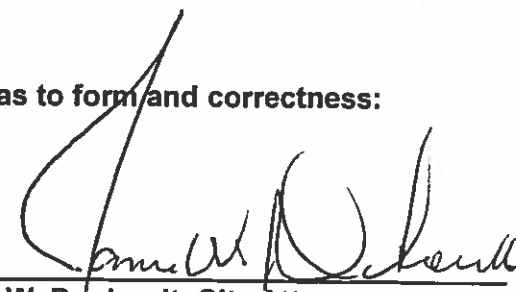
**THE PINELLAS PARK/GATEWAY
CHAMBER OF COMMERCE, INC.**

Witness:

By: 
Hope Peterson, President

By: 
Shannon D. Coughlin, Community Development

Approved as to form and correctness:

By: 
James W. Denhardt, City Attorney

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 541-0700
FAX • (727) 544-7448
SUNCOM • 969-1011

July 22, 2016

Ms. Shannon Coughlin
Community Development
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #16-147
Addendum to Lease Agreement for Chamber of Commerce

Dear Ms. Coughlin:

I have received and reviewed the above-referenced Addendum. The Addendum should be updated to provide signature lines for two subscribing witnesses.

With that change, I would approve of the agreement as to form and correctness.

Very truly yours,

Lauren Christ Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

LCR/law



PRINTED ON RECYCLED PAPER



City of Pinellas Park

Staff Report

File #: 16-160, **Version:** 1

Agenda Date: 8/11/2016

AUTHORIZATION FOR THE CITY MANAGER TO SIGN A FIRST ADDENDUM TO LEASE BETWEEN THE CITY OF PINELLAS PARK AND 70TH AVENUE, LLC - For property located at 6990 49th Street North

NOTE: In January of 2015, the City entered into a Lease with 70th Avenue, LLC for the property located at 6990 70th Avenue North. The leased premise is currently used by the Community Redevelopment Police Unit. The Lessor and the City have agreed to lease an additional eight hundred (800) square feet, adjoining the original leased space, at no additional charge. This First Addendum to Lease increases the leased space by an additional eight hundred square feet.

ACTION: (Approve - Deny) Authorization for the City Manager to sign an Addendum to Lease between the City of Pinellas Park and 70th Avenue, LLC for property located at 6990 49th Street North.

**FIRST ADDENDUM TO LEASE AT
6990 49TH Street N., Pinellas Park, FL 33781**

THIS Addendum to Lease modifies that certain Lease dated January 19, 2015, between **LESSOR, 70th AVENUE, LLC**, and **LESSEE, CITY OF PINELLAS PARK, FLORIDA**, to clarify the addition of space included in the Leased Premises under the Lease.

WHEREAS, the original leased space, plus the additional space of approximately eight hundred (800) square feet at 6990 49th Street North, immediately adjoining the original Leased Premises (at the rear of the original Leased Premises), shall hereinafter constitute the Leased Premises pursuant to the terms of the Lease and **LESSEE** shall maintain and be entitled to possession of the Leased Premises as set forth in the Lease; and

WHEREAS, **LESSOR** desires to include additional space at 6990 49th Street North immediately adjoining the original Leased Premises, at the rear of the original Leased Premises, said additional space containing approximately eight hundred (800) square feet, to the space leased to **LESSEE** pursuant to the Lease with no additional rent or other charges due from **LESSEE** and the **LESSEE** desires to lease the additional space; and

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the above-referenced Lease of January 19, 2015, is hereby amended as follows:

1. All of the above recitations are true and correct and are incorporated herein.

2. The **LESSEE** shall hereinafter lease from **LESSOR** the original Leased Premises, plus the additional space of approximately 800 square feet at 6990 49th Street North, immediately adjoining the original Leased Premises, at the rear of the original Leased Premises, for the remaining term of the Lease with no additional rent or other charges due from the **LESSEE**.

3. The original leased space, plus the additional space of approximately 800 square feet, shall hereinafter constitute the Leased Premises pursuant to the terms of the Lease and **LESSEE** shall maintain and be entitled to possession of the Leased Premises as set forth in the Lease.

4. Except as amended and modified herein, the provisions of said Lease of January 19, 2015, are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first hereinabove written:

WITNESSES AS TO LESSOR:

“LESSOR”

70TH AVENUE, LLC,
a Florida Limited Liability Company

By: _____
John W. McVey, Manager

Print Name: _____

Date: _____

Print Name: _____

WITNESSES AS TO LESSEE:

“LESSEE”

CITY OF PINELLAS PARK,
a Florida Municipal Corporation

By: _____
Douglas A. Lewis, City Manager

Print Name: _____

Date: _____

Print Name: _____

LEASE

THIS LEASE, made this 19th day of January, 2015 by and between 70TH AVENUE, LLC, a Florida Limited Liability Company ("LESSOR"), and CITY OF PINELLAS PARK, FLORIDA, a Municipal corporation, hereinafter referred to as ("LESSEE").

1. LESSOR hereby LEASES to LESSEE that certain property known as 6990 49th Street North, Unit "A", Pinellas Park, Florida (the "LEASED PREMISES").

2. This LEASE shall be for a period of three (3) years, commencing on the 19th day of January, 2015, and terminating on the 18th day of January, 2018. LESSEE may have possession of the property upon execution of this LEASE including payment of all amounts due. Provided LESSEE complies with all terms of this LEASE and is not in default of any provision, LESSOR grants to LESSEE one (1) option to renew this LEASE for three (3) years. If LESSEE intends to exercise its option to renew for the three (3) year period, LESSEE shall provide LESSOR written notification of its intention to exercise the option not less than thirty (30) days, and not more than ninety (90) days, prior to the scheduled LEASE termination. In the event LESSEE elects to exercise its option for the additional three (3) year period, the rental amount due for that option period shall be as determined by application of the rent escalation provision to the rental due for the final year of the initial term or first option term and shall increase as set forth in the LEASE each year of an option period. If LESSEE exercises any option to renew, all other terms and provisions of this LEASE shall remain in full force and effect for the term of the renewal.

3. Subject to any terms hereof regarding increases in the amount of rent due hereunder, LESSEE agrees to pay to LESSOR and LESSOR agrees to accept as rent ("RENT") the annual rental amount of Twenty Three Thousand Four Hundred Eighty-Four and No/100 Dollars (\$23,484.00), which may be paid in one (1) advance payment or via the monthly rental sum of One Thousand Nine Hundred Fifty Seven and No/100 Dollars (\$1,957.00) payable on the 19th day of each month, plus Florida State Sales Tax, if due. It is believed that State Sales Tax will not be due on this lease because of LESSEE'S status as a municipality, but, if due, the Sales Tax shall be the responsibility of the LESSEE. AS PREVIOUSLY AGREED BY ALL PARTIES HERETO, THERE ARE TO BE NO "PASS THRU" AMOUNTS IN ADDITION TO THE \$1,957.00 MONTHLY RENTAL AMOUNT PLUS SALES TAX, IF APPLICABLE. As and for additional rent, there shall be due from LESSEE a late charge equal to five percent (5%) of the payment amount for any monthly rental payment not received by LESSOR prior to 5:00 P.M. on the 24th day of that month. LESSEE shall pay the first month's rent, plus sales tax if applicable, upon execution of this LEASE. On the 19th day of January, 2016, the rent shall be increased by three percent (3%) and that rental amount shall be due each month for one (1) year, and on the 19th day of January, 2017, the rent shall increase an additional three percent (3%) for one (1) year with rent to be increased during the option period, if exercised, each anniversary date thereafter in an amount of three percent (3%) annually.

4. LESSEE acknowledges that the LEASED PREMISES are leased on an "as is" basis and that LESSOR makes no warranty or representation as to the condition of the LEASED PREMISES or its fitness for a particular purpose. LESSEE has inspected the LEASED PREMISES and accepts them in their current condition. LESSEE shall be responsible for any modification to accommodate the Leased Premises for purposes of operating a police outreach/substation.

5. **LESSEE** shall maintain the interior of the **LEASED PREMISES**, **LESSOR** shall maintain and the portion of the exterior of the building in which the **LEASED PREMISES** are located as well as the heating/air conditioning systems and common facilities. All interior maintenance to include, without limitation, interior walls, lighting fixtures, electrical equipment, plumbing and window glass shall also be maintained by **LESSEE**, normal wear and tear excepted. **LESSEE** assumes all risk of any damage to **LESSEE'S** property or the property of others that may occur by reason of water or by bursting or leaking pipes or waste water about the **LEASED PREMISES**, or from any act of negligence or carelessness of **LESSEE**, his employees, licensees, invitees or customers, or fire or other casualty. **LESSOR** shall be responsible only for repair and maintenance of the roof of the building and for repair and maintenance of the air conditioning and parking area.

6. **LESSEE** agrees to pay for the costs of the following utilities at the demised premises: electricity and telephone. **LESSOR** agrees to pay for the costs of water and sewer and for garbage pickup utilizing a dumpster of adequate size to accommodate all tenants.

7. **LESSEE** agrees, and it is a condition of the **LEASE**, that the **LEASED PREMISES** shall be used only for the purpose of police department outreach/substation. **LESSEE** will not change or alter the usage of the property. Because of the nature of **LESSEE'S** business, **LESSEE** assumes full responsibility for proper maintenance and cleanliness in such manner as to keep the property in a clean and sanitary condition. **LESSEE** acknowledges and agrees that the operation of its business shall not include processing of persons taken into custody at the **LEASED PREMISES**. **LESSEE** further acknowledges that there shall be no maintenance or repair of vehicles by **LESSEE**, or its agents, at the **LEASED PREMISES**. **LESSEE** agrees that its operation at the **LEASED PREMISES** shall not adversely impact other tenants at the property. In the event of a default by **LESSEE** regarding its obligations hereunder, **LESSEE** shall have forty-eight (48) hours following written notice by **LESSOR** to remedy this default. In the event **LESSEE** fails to remedy such default within forty-eight (48) hours, **LESSOR** may avail himself of all remedies set forth in Paragraph 15 below.

8. **LESSEE** assumes full liability for and agrees to indemnify and save harmless **LESSOR**, as a result of Lessee's negligence, from any loss, cost, claim, damage, expense or liability of any kind incurred by or asserted against **LESSOR** due to any injury or damage of any nature to any person entering upon or using the **LEASED PREMISES** or to any of such person's property, occasioned by the negligence or carelessness of **LESSEE**, its customers, employees, invitees and licensees. In the event that any judgment arising from any of the foregoing items against which **LESSOR** is indemnified by **LESSEE** shall become a lien on the real property and improvements of which the **LEASED PREMISES** are a part, **LESSEE** shall immediately take all steps necessary to remove such lien, to include, without limitation, posting a bond. Any sums due **LESSOR** under this paragraph shall be paid in full by **LESSEE** immediately upon demand. **LESSEE** shall maintain, at **LESSEE'S** sole expense, during the entire term hereof, an owner-landlord's and tenants casualty and liability policy with an insurance company licensed to do business in the State of Florida and reasonably satisfactory to **LESSOR**, said policy to have a minimum coverage of \$2,000.00 with respect to bodily injury and \$250,000.00 property damage relative to liability. Such policy shall name **LESSOR** as certificate holder and **LESSEE** shall provide plate glass insurance as part of property damage liability insurance. **LESSEE** shall furnish a loss-payee certificate of such insurance company attesting to such coverage upon demand by **LESSOR**. **LESSOR** shall maintain his own casualty loss insurance coverage for the **LEASED PREMISES**.

9. In the event that the **LEASED PREMISES** shall be destroyed or rendered otherwise wholly untenable because of fire or other casualty, **LESSOR** shall have the option of terminating this **LEASE** by written notice to **LESSEE**. In the event that **LESSOR** do not so terminate this **LEASE**, the

rent hereunder shall abate during that period that is required by LESSOR to restore the LEASED PREMISES to its original condition. In the event that the LEASED PREMISES cannot be restored to its original condition within ninety (90) days, LESSEE hereunder shall have the option to terminate this LEASE by giving notice to said LESSOR, in writing, within thirty (30) days from the date of the damage to the LEASED PREMISES. If the LEASED PREMISES are partially and not totally destroyed by fire or other casualty, then this LEASE shall not terminate but rent due under the terms of this LEASE AGREEMENT shall be reduced proportionally to conform with the portion of the LEASED PREMISES which are unusable or otherwise damaged or destroyed by reason of fire or other casualty. Landlord shall restore the damaged portion of the demised premises to its original condition within ninety (90) days from notice received by LESSEE of the damage or other destruction which notice shall be provided to LESSOR, in writing, within thirty (30) days from the date of damage to the LEASED PREMISES.

10. If any part of the LEASED PREMISES shall be taken or condemned by any competent authority and such taking or condemnation in the opinion of LESSOR renders the LEASED PREMISES unusable, this LEASE shall terminate.

11. LESSEE shall not make any alterations or modifications of the LEASED PREMISES without the prior written consent of LESSOR and any such modifications or additions to said LEASED PROPERTY shall, at the termination of the LEASE and term, become the property of LESSOR or, at LESSOR'S option, LESSEE shall restore the LEASED PREMISES to its original condition at LESSEE'S sole expense, normal wear and tear excepted. If LESSEE removes the existing property or equipment at the end of the LEASE term, or sooner, the premises shall be restored to an intact condition suitable for general re-letting at LESSEE'S sole expense.

12. Nothing contained in this LEASE shall be construed as a consent on the part of LESSOR to subject the estate of LESSOR to liability under the Mechanic's Lien Law of the State of Florida, for any improvements made to the LEASED PREMISES by or on behalf of LESSEE, it being expressly understood that LESSOR'S estate shall not be subject to such liability. LESSEE shall strictly comply with the Mechanic's Lien Law of the State of Florida as set forth in Florida Statutes 713.10. The security deposit paid by LESSEE may be used by LESSOR for the satisfaction or transfer of any mechanics' claim of lien, as provided in this Section. This Section shall survive the termination of the LEASE.

13. It is further agreed that LESSEE shall comply with all rules, regulations, ordinances or other statutes or laws, whether federal, state or local, concerning the operation of its business and the use of the LEASED PREMISES.

14. LESSEE agrees to make no unlawful, improper, abusive or offensive use of the LEASED property, to pay the rent imposed by this LEASE promptly when due and to quit and deliver up the same at the termination of this LEASE broom swept clean and in as good condition as it now is, ordinary wear and tear only excepted.

15. LESSEE further covenants that, if default shall be made in the payment of rent and such default shall continue for a period of fifteen (15) days or if LESSEE shall violate any of the covenants of this LEASE and fail to correct such default within fifteen (15) days, then LESSOR may, at their option, deem this LEASE terminated and LESSEE shall become LESSEE at sufferance, hereby waiving all right of notice, and LESSOR shall be entitled immediately to re-enter and re-take possession of the LEASED PROPERTY, and in such event all rent due during the full term hereof shall be immediately due and payable in full. LESSOR may alternately avail themselves of any remedy provided by law or

equity, or available under the following paragraph 16 as if the **LEASED PROPERTY** were vacated. It is understood and agreed that with regard to the default of this **LEASE** by **LESSEE** other than the payment of any sums due hereunder, **LESSOR** shall give notice to **LESSEE** of such default by United States Mail, postage pre-paid, mailed to the **LEASED PREMISES**, and **LESSEE** shall have fifteen (15) days within which to cure such default, provided however that if such default is of such a nature as to present a danger to the **LEASED PREMISES** or the adjoining improvements, or to the public, or if such default is a failure to maintain insurance as required by the **LEASE**, **LESSOR** shall have the right to immediately take such steps as are necessary to cure such default and to eliminate such hazard or acquire necessary insurance, and **LESSEE** shall be indebted to **LESSOR** for all costs and expenses incurred by **LESSOR** in such cure, however such cure by **LESSOR** shall not constitute a waiver of any right of **LESSOR** against **LESSEE** for such default unless **LESSEE** cures such default as described above.

16. In case the **LEASED PREMISES** shall be deserted or vacated (and surrender of the keys shall not be necessary in order that the **LEASED PROPERTY** may be deemed deserted or vacated), **LESSOR** shall have the right and authority (a) to re-enter the **LEASED PREMISES**, either by force or otherwise, without being liable for any prosecution or claim therefore, and to hold said **LEASED PREMISES** as if this **LEASE** had not been made and, upon such re-entry, the estate hereby created shall be at an end provided, however, no act of **LESSOR** or his agents shall be deemed a termination hereof without written notice to **LESSEE** served upon **LESSEE** or posted on the **LEASED PREMISES**; or (b) at the option of **LESSOR**, **LESSOR** may re-enter the **LEASED PREMISES** as the agent of the **LESSEE**, either by force or otherwise, without being liable to any prosecution or claim therefore, and may re-let the same as the agent of **LESSEE** and receive the rent therefore and apply the same to the payment of the rent due hereunder, holding **LESSEE** liable for any deficiency; or (c) **LESSOR** may, at their option, terminate this **LEASE** by giving **LESSEE** five (5) days written notice of such intention served upon **LESSEE** or left upon the **LEASED PREMISES** and the term hereof shall absolutely expire and terminate immediately upon the expiration of said five (5) day period, but **LESSEE** shall nevertheless and thereafter be liable to **LESSOR** for any deficiency between the rent due hereunder for the balance of the term of this **LEASE** and the fair rental value of the **LEASED PREMISES** for the balance of said term.

17. **LESSOR**, at his option, may terminate this **LEASE** as and for a default upon the occurrence of any or all of the following events: an assignment by **LESSEE** for the benefit of creditors; the filing of a voluntary or involuntary petition by or against **LESSEE** under any law for the purpose of adjudicating **LESSEE** bankrupt or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; the appointment of a receiver of the assets of **LESSEE**. Each of the foregoing events shall constitute a default by **LESSEE** hereunder and a breach of this **LEASE**.

18. This **LEASE** and the rights of **LESSEE** hereunder shall be subordinate to any mortgage of the real property and/or improvements of which the **LEASED PREMISES** is a part, whether now existing or arising thereafter. The proceeds from such loan may be used by **LESSOR** for any purpose, even though not pertaining to the **LEASED PREMISES**. **LESSEE** agrees to execute any subordination agreements or other documents as may be required by the mortgage.

19. **LESSORS**, or any of his agents, shall have the right to enter the **LEASED PREMISES** during all reasonable hours, to examine the same and to make such repairs, additions or alterations as may be deemed necessary hereunder, or to inspect the **LEASED PREMISES**, or to preserve the **LEASED PREMISES**, or to show the **LEASED PREMISES** to prospective **LESSEE** or purchasers. **LESSOR** shall have the right to display "to let" or "for rent" signs on the **LEASED PREMISES** during the last one hundred eighty (180) days of the term hereof.

20. It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

21. The rights and remedies of LESSOR hereunder shall be in addition to all other rights and remedies of LESSOR, whether granted by law, equity or agreement, all of which rights and remedies shall be deemed cumulative and exercisable concurrently. Failure on the part of LESSOR to exercise promptly any right of LESSOR shall not operate to forfeit any of the said rights. No waiver by LESSOR shall be effective unless written and executed by all parties hereto. Each provision hereof is deemed to be separate and the invalidity of one provision shall not affect the validity of any other.

22. Any sum owed LESSOR by LESSEE hereunder shall bear interest at the maximum contract rate allowed by applicable law, as amended from time to time, from ten (10) days after written notice is received by LESSEE demanding payment until paid in full.

23. LESSEE shall and hereby does agree to indemnify LESSOR from and to hold LESSOR harmless, as a result of LESSEE'S negligence, against any and all claims, costs, damages, expenses, liabilities, losses of any kind incurred by or asserted against LESSOR as a direct or indirect result of any default of any of the terms or conditions of this LEASE by LESSEE or by LESSEE'S employees, servants, agents, or assigns. LESSEE agrees to pay to LESSOR all attorney's fees and court costs incurred by LESSOR in connection with the enforcement of the agreements and covenants of this LEASE, and the collection of rent due hereunder. In the event of any failure of LESSEE to pay any sum to third parties, which it is the duty of LESSEE to pay hereunder, LESSOR may, at LESSOR'S option, pay such sums as are due or claimed to be due and LESSEE shall be indebted to LESSOR for such sums as are paid by LESSOR, the amount of such payment hereby being declared to be, as between LESSOR and LESSEE, correct, all of which shall be immediately due and payable in full.

24. LESSOR represents and warrants that:

- (a) LESSOR are the owners of the LEASED PREMISES and have the right to make this LEASE.
- (b) LESSEE, on paying the rent herein reserved and upon performing all of the terms and conditions of this LEASE on its part to be performed, shall at all times during the term hereof, subject to the terms hereof, have the right to peaceful and quiet enjoyment of the LEASED PREMISES..

25. All notices required under the terms of this LEASE shall be in writing and shall be mailed to each party by U.S. Mail, certified, return receipt requested, postage paid, directed to the appropriate party at the address therefore given herein.

26. This LEASE shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns, heirs and personal representatives. LESSEE shall not have the right to assign this LEASE or sublet any part of the LEASED PREMISES without the prior written consent of LESSOR and LESSOR may request financial information deemed by them to be necessary to establish the viability of the assignee as a condition of the assignment or sublease and LESSEE, or their assigns, shall be responsible to pay reasonable costs, including attorneys fees, incurred by LESSOR in preparing and reviewing documents deemed necessary by LESSOR to properly effectuate assignment. LESSOR may determine whether to approve assignment or subletting in its sole discretion without regard to or requirement of reasonableness as to its decision.

27. As used herein, the neuter gender shall include the masculine and feminine and the singular number the plural as the context demands.


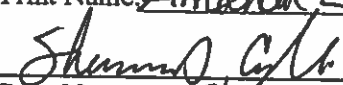
28. This LEASE may be recorded only with the written consent of LESSOR affixed.

29. LESSOR shall have the right to prominently display a "For Sale" sign upon the LEASED PREMISES during the term of this LEASE. In the event of LESSOR entering into a contract for sale, LESSEE agrees to promptly execute and deliver a memorandum of the existing LEASE terms or estoppel letter.

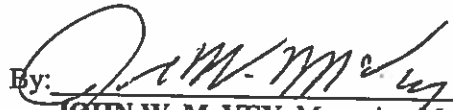
30. Nothing contained herein shall be construed to be or serve as a waiver or release of any rights of the City of Pinellas Park as to any Party to this lease or actions resulting from this lease, or to be a waiver or extension of the City's sovereign immunity protection or limitation pursuant to Florida Statute Chapter 768 or otherwise.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first hereinabove written:


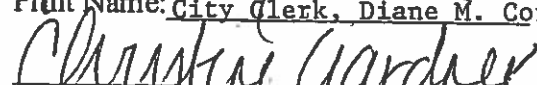
WITNESSES AS TO LESSOR


Print Name: Amanda L. Cortez

Print Name: Shannon D. Coughlin


"LESSOR"
70TH AVENUE, LLC

By: 
JOHN W. McVEY, Managing Member


WITNESSES AS TO LESSEE:


Print Name: City Clerk, Diane M. Corna

Print Name: Deputy Clk. Christine Gardner

"LESSEE"
CITY OF PINELLAS PARK, FLORIDA,
A municipal corporation

By: 
Douglas A. Lewis, City Manager

Approved as to form and correctness:


James W. Denhardt
City Attorney, James W. Denhardt
City of Pinellas Park

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

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SUNCOM • 969-1011

July 22, 2016

Ms. Shannon Coughlin
Community Development
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #16-150
Addendum to Lease 6990 49th Street

Dear Ms. Coughlin:

I have received and reviewed the above-referenced Addendum to Lease. I note that at the top of the Lease the address is listed as 6990 49th Street, Pinellas Park, FL 33707. I believe the zip code should be 33781. Please confirm and change accordingly.

Paragraph 2 in the Addendum should be deleted, and paragraph 3 (which will be the new paragraph 2), should be updated to read as follows:

The original leased space, plus the additional space of approximately 800 square feet at 6990 49th Street North immediately adjoining the original leased premises (at the rear of the original leased premises), shall hereinafter constitute the leased premises pursuant to the terms of the Lease and Lessee shall maintain and be entitled to possession of the Leased Premises as set forth in the Lease.



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Ms. Shannon Coughlin
July 22, 2016
Page 2

Once those changes are made, I would approve of the Addendum as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lauren Christ Rubenstein". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lauren Christ Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Assistant City Manager

LCR/dh

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