

BOARD OF COUNTY COMMISSIONERS

DATE: August 19, 2014

AGENDA ITEM NO. 32C.

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

County Administrator's Signature:

Subject:

Zoning Case No. (Q) Z/LU-14-7-14 (7179 40th Avenue)

Department:

Planning and Development Services

Staff Member Responsible:

Jacob Stowers, Interim Executive Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) CONDUCT A PUBLIC HEARING AND AFTER RECEIVING COMMENTS, APPROVE THE ZONING AND LAND USE REQUEST, WITH THE DEVELOPMENT AGREEMENT AND WITH THE PARKING VARIANCE AS CONDITIONED BY THE LOCAL PLANNING AGENCY (LPA).

Summary Explanation/Background:

This is a land use amendment to Institutional and a zoning change to Institutional Limited to accommodate the applicant's desire to increase the number of beds at the Ivy Ridge Assisted Living Facility from 58 beds to 78 beds, and a request for a parking variance to allow 38 parking spaces (where 78 parking spaces are required). The additional beds will not require an expansion of the existing building, and as such, the current building height will not be changed. The request is also associated with a development agreement which will lock in the requested variances and the existing height of the building. The LPA has recommended a condition be included with the variance that a six (6) foot high PVC type fence be placed along the northern boundary of the subject site by the applicant to provide a buffer between the facility and the adjacent mobile home park.

Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Staff Report with LPA Recommendation, Development Agreement, Maps, Resolution, Ordinance and Correspondence

LOCAL PLANNING AGENCY (LPA) RECOMMENDATION to the BOARD OF COUNTY COMMISSIONERS



Regarding: Case No. Z/LU 14-7-14

LPA Recommendation: The LPA finds that the proposed amendment is consistent with the Pinellas County Comprehensive Plan, and recommends Approval of the zoning amendment, land use amendment and development agreement (for a 78 bed assisted living facility), and approval of a parking variance to allow 38 parking spaces (where 78 are required), **along with a recommendation that a condition be added to the variance requiring the applicant to: install a 6 feet high fence (PVC) as a buffer along the north property line.** (The vote was 5-0, in favor)

LPA Public Hearing: July 10, 2014

PLANNING STAFF RECOMMENDATION:

Staff recommends that the LPA find the proposed amendments to the Future Land Use Map, the Zoning Atlas and the development agreement to be consistent with the Pinellas County Comprehensive Plan, based on the findings in this report; and

Staff recommends that the request for a parking variance, to allow 38 parking spaces where 78 parking spaces are required, is consistent with the requirements for granting a variance; and

Further, staff recommends that the LPA recommend approval of the amendments, the development agreement and the parking variance to the Board of County Commissioners.

CASE SUMMARY

APPLICANT'S NAME: 7179 40th Avenue, LLC

DISCLOSURE: Validus Senior Living Holdings, LLC (100%)

REPRESENTED BY: Steve A. Williamson, Esq.

| | LAND USE CHANGE | ZONING CHANGE |
|--------------|-------------------|--|
| FROM: | Residential Urban | RM-7.5, Residential, Multiple Family, 7.5 units per acre |
| TO: | Institutional | Institutional Limited |

And a Development Agreement for a 78 bed Assisted Living Facility not to exceed 45 ft. in height and a parking variance to allow 38 parking spaces where 78 are required.

PROPERTY DESCRIPTION :

An existing assisted living facility containing approximately 2.55 acres located at 7179 40th Avenue North in the unincorporated area of St. Petersburg.

PARCEL ID(S): 06/31/16/00000/340/0400

PROPOSED BCC HEARING DATE: August 19, 2014

CORRESPONDENCE RECEIVED TO DATE:

One letter received in opposition.

PERSONS APPEARING AT THE LOCAL PLANNING AGENCY HEARING:

One person appeared with concerns.

SURROUNDING ZONING AND LAND USE FACTS:

| | Land Use Category | Zoning Designation | Existing Use |
|-----------------------------|--------------------------------------|---------------------------|--------------------------|
| Subject Property: | Residential Urban | RM-7.5 | Assisted Living Facility |
| Adjacent Properties: | | | |
| North | Residential Urban | R-6 | Mobile Home Park |
| East | Residential Urban | R-3 | Single Family |
| South | Institutional & Residential Urban | City of St. Petersburg | School and Single family |
| West | Residential Urban | R-3 | Single family |

STAFF DISCUSSION AND ANALYSIS

OVERVIEW

This 2.15 acre subject site is currently occupied with a 58 bed congregate care facility that was originally approved by the Board of County Commissioners on August 22, 2006, for a zoning change (Z-4-6-06) from R-6 to RM-7.5, along with a special exception for an Assisted Living Facility (for memory care). Additionally, a development agreement was approved that limited the number of beds, and provided a parking variance.

The applicant wishes now to amend the zoning and Future Land Use Map designations on the property in order to increase the number of beds within the existing facility from 58 to 78. Additionally the applicant has requested a parking variance (basing the variance request on the fact that they are a memory care facility) and has submitted a development agreement, primarily to institutionalize the bed limitation (i.e., limiting the number of beds to 78) and to formalize the parking variance.

By changing the land use to Institutional, and rezoning to the Institutional Limited zoning district, the applicant will be able to increase the bed count of the facility. The applicant indicates that no new construction is required in order to accommodate the new beds. The request also involves a parking variance to allow for a total of 38 parking spaces (i.e., they plan to utilize the existing number of parking spaces) where 78 are required. Again, this is based on the fact that the residents do not drive, visitors are infrequent (according to the applicant), and no parking problems have become evident during operation of the existing facility.

COMPATIBILITY WITH SURROUNDING LAND USES

The subject area is characterized by mobile home development to the north, and single family residential to the south, east and west respectively. Additionally, institutional uses (74th Street

Elementary School to the south and west of the subject property, as well two churches located within 345 ft. and 720 ft., respectively) are also located in the area.

The locational characteristics associated with the Institutional Future Land Use category indicate that institutional uses are "*generally appropriate to those locations where educational, health, public safety, civic, religious and like institutional uses are required to serve the community; and to recognize the special needs of these uses relative to their relationship with surrounding uses and transportation.*" The purpose of the Institutional Limited zoning district as described in the land development code is "*to regulate the location of essential and/or desirable public services compatible with neighboring residential uses....this district shall be so located as to recognize the special needs of these uses relative to surrounding uses and shall have adequate access to the transportation system.*" This facility is located along 71st Street, a minor arterial, meeting the expectation that institutional uses have adequate access to the transportation network. Additionally, the location of the use makes it accessible and able to serve the surrounding residential community. Little traffic should be generated by the proposal, according to the applicant, based on the fact that it is a memory care facility. Overall, staff finds that the location of assisted living facilities such as these in proximity to the surrounding residential neighborhoods is appropriate, and serve a desired community purpose.

TRANSPORTATION IMPACTS

Approval of the proposed request that will increase the number of beds on site to 78 has the potential to generate approximately 36 additional vehicle trips per day on the adjacent segment of 71st Street North, which is operating at a level of service (LOS) C. These additional trips are not expected to degrade the level of service conditions or operational characteristics of 71th Street North and/or the surrounding traffic circulation system.

OTHER INFRASTRUCTURE IMPACTS

The subject site is located within the St. Petersburg Water Demand Planning Area and within Pinellas County's South Cross Bayou Wastewater Service Area. Approval of the proposed request will increase the number of beds on site to 78 and has the potential to increase potable water impacts and wastewater impacts by approximately 2,000 gallons per day, respectively. With respect to solid waste disposal, approval of the amendment could *increase* the amount of solid waste generated by approximately 118 tons per year.

SUMMARY

In summary, staff believes the requested zoning and land use change with a development agreement and variance is appropriate for this location due to its proximity to other institutional uses and compatibility with the purpose and locational characteristics of the Institutional and Institutional Limited land use and zoning districts.

| |
|--|
| <p style="text-align: center;">IMPLEMENTATION OF THE PINELLAS COUNTY COMPREHENSIVE PLAN</p> |
|--|

Staff finds that the proposed amendment is consistent with the following adopted objective and policies of the Pinellas County Comprehensive Plan:

FUTURE LAND USE ELEMENT:

- Objective 1.2 Establish development regulations that respond to the challenges of a mature urban county with established communities that are experiencing infill development and redevelopment activity.
- Policy 1.2.3 Plan designations on the Future Land Use Map shall be compatible with the natural environment, support facilities and services, and the land uses in the surrounding area.

HOUSING ELEMENT

- Objective 1.9 Provide for adequate sites in residential areas or areas of residential character for group homes and foster care facilities to meet identified or projected deficits.
- Policy 1.9.2 Pinellas County will continue to provide for development of community residential alternatives (i.e., group and foster homes), as provided for in the Comprehensive Plan and Zoning regulations.

COUNTY DEVELOPMENT REGULATIONS

Approval of this request does not ensure that the site can meet County development regulations, including concurrency management regulations, which apply at the time of site plan review.

Attachment (Maps)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is dated _____, 2014, effective as provided in Section 5 of this Agreement, and entered into between 7179 40TH AVENUE, LLC, a Florida limited liability company, its successors or assigns ("OWNER") and PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida acting through its Board of County Commissioners, the governing body thereof ("COUNTY").

RECITALS:

A. Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("ACT"), authorize the COUNTY to enter into binding development agreements with persons having a legal or equitable interest in real property located within the unincorporated area of the County.

B. Under Section 163.3223 of the ACT, the COUNTY has adopted Chapter 134, Article VII of Part III, the Pinellas County Land Development Code ("CODE"), establishing procedures and requirements to consider and enter into development agreements.

C. OWNER is the owner of approximately 2.15 acres m.o.l. of real property ("PROPERTY") located at 7179 40TH Avenue North, in the unincorporated area of the County, more particularly described on Exhibit "A" attached hereto.

D. Owner desires to develop and use the existing improvements located on the Property as a 78 bed assisted living facility, with such use being limited as described in Section 6 below.

E. The PROPERTY currently has a land use designation of Residential Urban ("RU") and is zoned Residential Multi-Family-7.5 ("RM-7.5").

F. The Owner has requested that the County place a land use designation of Institutional ("I") and a zoning designation of Institutional Limited ("IL") on the PROPERTY and approve a parking variance to allow 36 parking spaces where 78 parking spaces are required by CODE;.

G. A Development Agreement for the Property was previously approved on October 5, 2006, and recorded in Official Record Book 15407, Page 1836, and amended by that certain First Amendment to Development Agreement dated January 28, 2008, and recorded in Official Record Book 16135, Pages 741-748, both in the public records of Pinellas County, Florida (collectively, "ORIGINAL DEVELOPMENT AGREEMENT"). The ORIGINAL DEVELOPMENT AGREEMENT expired pursuant to its terms.

H. The ORIGINAL DEVELOPMENT AGREEMENT allowed a maximum of 58 beds on the PROPERTY and granted a variance to the parking requirements.

I. The COUNTY supports this change in zoning and land use designation based upon the provisions of the AGREEMENT.

J. The COUNTY and OWNER have determined that it would be mutually beneficial to enter into a development agreement governing the matters set forth herein and have negotiated this AGREEMENT in accordance with the CODE and the ACT.

K. The COUNTY has found that the terms of this AGREEMENT are consistent with the Pinellas County Comprehensive Plan and the CODE.

STATEMENT OF AGREEMENT

In consideration of and in reliance upon the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound and in accordance with the ACT, agree as follows:

SECTION 1. RECITALS The above recitals are true and correct and are a part of this AGREEMENT.

SECTION 2. INCORPORATION OF THE ACT This AGREEMENT is entered into in compliance with and under the authority of the CODE and the ACT, the terms of which as of the date of this AGREEMENT are incorporated herein by this reference and made a part of this AGREEMENT. Words used in this AGREEMENT without definition that are defined in the ACT shall have the same meaning in this AGREEMENT as in the ACT.

SECTION 3. PROPERTY SUBJECT TO THIS AGREEMENT The PROPERTY is subject to this AGREEMENT.

SECTION 4. OWNERSHIP The PROPERTY is owned in fee simple by OWNER.

SECTION 5. EFFECTIVE DATE/DURATION OF THIS AGREEMENT

5.1 This AGREEMENT shall become effective as provided for by the ACT and shall be contingent upon obtaining final approval, and effectiveness of a land use designation of I, and a zoning designation of IL, as requested on the PROPERTY.

5.2 This AGREEMENT shall continue in effect until terminated as defined herein but for a period not to exceed five (5) years.

SECTION 6. OBLIGATIONS UNDER THIS AGREEMENT

6.1 Obligations of the Owner

6.1.1. Binding Obligations The obligations under this AGREEMENT shall be binding on OWNER, its successors or assigns.

6.1.2. Development Review Process At the time of development of the PROPERTY, OWNER will submit such applications and documentation as are required by law and shall comply with the County's CODE applicable at the time of development review.

6.1.3. Development Restrictions The following restrictions shall apply to development of the PROPERTY:

6.1.3.1 A maximum of 78 beds shall be permitted on the PROPERTY.

6.1.3.2 The existing structure located on the PROPERTY shall not be enlarged for the purpose of accommodating any additional beds.

6.1.3.3 The assisted living facility located on the Property shall only accept elderly residents and shall not accept residents with drug or alcohol dependency or operate as a mental health facility.

6.1.3.4 Recording of Deed Process Prior to the addition of any additional beds on the PROPERTY, OWNER shall record a deed restriction encumbering the PROPERTY, which deed restriction shall be approved as to form by the County Attorney (which approval shall not be unreasonably withheld) and which will generally describe the development limitations of this AGREEMENT. The deed restriction shall be perpetual and may be amended or terminated only with the consent of the COUNTY, which consent shall not be unreasonably withheld.

6.2. Obligations of the County

6.2.1. Concurrent with the approval of this AGREEMENT, the BOARD shall promptly process an amendment to the land use plan and zoning designation for the PROPERTY as set forth in Recital F above, all in accordance with the CODE.

6.2.2. County will promptly process site, construction plan and licenses applications for the PROPERTY, as the case may be, that are consistent with the Comprehensive Plan and that meet the requirements of the Code.

6.2.3. The final effectiveness of the redesignation referenced in Section 6.2.1. and this Agreement are subject to:

6.2.3.1. The provisions of Chapter 125 and 163, Florida Statutes, as they may govern such amendments; and

6.2.3.2. The expiration of any appeal periods or, if an appeal is filed, at the conclusion of such appeal.

6.2.4. The COUNTY hereby grants OWNER a variance from CODE Section 138-1302(1)(c), to allow 38 (35 regular and 3 handicap) total parking spaces where 78 total parking spaces are normally required.

SECTION 7. PUBLIC FACILITIES TO SERVICE DEVELOPMENT The following public facilities are presently available to the PROPERTY from the sources indicated below. Development of the PROPERTY will be governed by the concurrency ordinance provisions applicable at the time of development approval. With respect to transportation, the concurrency provisions for the proposed development have been met.

- 7.1. Potable water from City of St. Petersburg.
- 7.2. Sewer service from Pinellas County.
- 7.3. Fire protection from the Lealman Fire District.
- 7.4. Drainage facilities for the parcel will be provided by OWNER.

SECTION 8. REQUIRED LOCAL GOVERNMENT PERMITS The required local government development permits for development of the PROPERTY may include, without limitation, the following:

- 8.1. Site plan approval(s) and associated utility licenses and right-of-way utilization permits;
- 8.2. Construction plan approval(s);
- 8.3. Building permit(s); and
- 8.4. Certificate(s) of occupancy.

SECTION 9. CONSISTENCY The COUNTY finds that development of the PROPERTY consistent with the terms of this AGREEMENT is consistent with the Pinellas County Comprehensive Plan.

SECTION 10. TERMINATION If OWNER's obligations set forth in this AGREEMENT are not followed in a timely manner, as determined by the County Administrator, after notice to OWNER and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until OWNER has fulfilled its obligations. Failure timely to fulfill its obligations may serve as a basis for termination of this AGREEMENT by the COUNTY, at the discretion of the COUNTY and after notice to OWNER and an opportunity for OWNER to be heard.

SECTION 11. OTHER TERMS AND CONDITIONS

11.1. Except in the case of termination, until five (5) years after the date of this AGREEMENT, the PROPERTY shall not be subject to subsequently adopted laws and policies unless:

11.1.1 They are not in conflict with the laws and policies governing this AGREEMENT and do not prevent development of the land uses, intensities, or densities in the AGREEMENT;

11.1.2 That substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.1.3 They are essential to the public health, safety, or welfare, and expressly state that they shall apply to the development that is subject to a development agreement;

11.1.4 They are specifically anticipated and provided for in this AGREEMENT;

11.1.5 The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT;

11.1.6 This Agreement is based on substantially inaccurate information provided by OWNER.

SECTION 12. COMPLIANCE WITH LAW The failure of this AGREEMENT to address any particular permit, condition, term or restriction shall not relieve OWNER from the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

SECTION 13. NOTICES Notices and communications required or desired to be given under this Agreement shall be given to the parties by hand delivery, by nationally recognized overnight courier service such as Federal Express, or by certified mail, return receipt requested, addressed as follows (copies as provided below shall be required for proper notice to be given):

If to OWNER: 3504 Cragmont Drive, Suite 120
Tampa, FL 33634

With copy to: Steven A. Williamson, Esq.
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut St.
Clearwater, FL 33756

If to COUNTY: Pinellas County Board of County Commissioners
c/o County Administrator
315 Court St.
Clearwater, FL 33756

Properly addressed, postage prepaid, notices or communications shall be deemed delivered and received on the day of hand delivery, the next business day after deposit with an overnight courier service for next day delivery, or on the third (3rd) day following deposit in the United States mail, certified mail, return receipt requested. The parties may change the addresses set forth above (including the addition of a mortgagee to receive copies of all notices), by notice in accordance with this Section.

SECTION 14. **RIGHT TO CURE** OWNER will not be deemed to have failed to comply with the terms of this AGREEMENT until OWNER shall have received notice from the COUNTY of the alleged non-compliance and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance. Whether the time period has been reasonable shall be based on the nature of the non-compliance and shall be determined in the sole judgment of the County Administrator, reasonably exercised.

SECTION 15. **MINOR NON-COMPLIANCE** OWNER will not be deemed to have failed to comply with the terms of this AGREEMENT in the event such non-compliance, in the judgment of the County Administrator, reasonably exercised, is of a minor or inconsequential nature.

SECTION 16. **COVENANT OF COOPERATION** The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this AGREEMENT and in achieving the completion of development of the PROPERTY.

SECTION 17. **APPROVALS** Whenever an approval or consent is required under or contemplated by this AGREEMENT, such approval or consent shall not be unreasonably withheld, delayed or conditioned. All such approvals and consents shall be requested and granted in writing.

SECTION 18. **COMPLETION OF AGREEMENT** Upon the completion of performance of this AGREEMENT or its revocation or termination, a statement evidencing such completion, revocation or termination shall be signed by the parties hereto and recorded in the official records of the COUNTY.

SECTION 19. **ENTIRE AGREEMENT** This AGREEMENT (including any and all Exhibits attached hereto all of which are a part of this AGREEMENT to the same extent as if such Exhibits were set forth in full in the body of this AGREEMENT), constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof.

SECTION 20. **CONSTRUCTION** The titles, captions and section numbers in this AGREEMENT are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this AGREEMENT. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this AGREEMENT to OWNER includes OWNER's successors or assigns. This AGREEMENT was the production of negotiations between representatives for the COUNTY and OWNER and the language of the Agreement should be given its plain and ordinary meaning and should not be construed against any party hereto. If any term or provision of this AGREEMENT is susceptible to more than one interpretation, one or more of which render it valid and enforceable, and one or more of which would render it invalid or unenforceable, such term or provision shall be construed in a manner that would render it valid and enforceable.

SECTION 21. **PARTIAL INVALIDITY** If any term or provision of this AGREEMENT or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this AGREEMENT, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected thereby and shall with the remainder of this AGREEMENT continue unmodified and in full force and effect. Notwithstanding the foregoing, if such responsibilities of any party thereto to the extent that the purpose of this AGREEMENT or the benefits sought to be received hereunder are frustrated, such party shall have the right to terminate this AGREEMENT upon fifteen (15) days notice to the other parties.

SECTION 22. GOVERNING LAW This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws principles of such state.

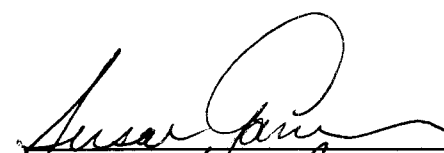
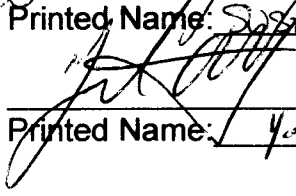
SECTION 23. COUNTERPARTS This AGREEMENT may be executed in counterparts, all of which together shall continue one and the same instrument.

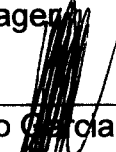
IN WITNESS WHEREOF, the parties have hereto executed this AGREEMENT the date and year first above written.

WITNESSES:

7179 40TH AVENUE, LLC, a Florida
limited liability company

By: The Validus Group, LLC, a Florida
limited liability company, its
Manager


Printed Name: SUSAN GAMMERCON

Printed Name: Gordon Alfonso


By: 
Its: Manager

ATTEST: KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA:

BY: _____
Deputy Clerk

Chair, Board of County Commissioners


Approved as to Form: Office of County Attorney

STATE OF FLORIDA)

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21st day of July, 2014, by Mario Garcia, Jr., as Manager of The Validus Group, LLC, a Florida limited liability company, as Manager of 7179 40TH AVENUE, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or who ☐ produced _____ as identification..



Suzanne R. Reid
Notary Public

Print Name: Suzanne R. Reid

EXHIBIT "A"

The South 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 31 South, Range 16 East, Pinellas County, Florida.

LESS AND EXCEPT that portion deeded to Pinellas County by Deed recorded in Official Records Book 16485, Page 1222, of the Public Records of Pinellas County, Florida, described as follows:

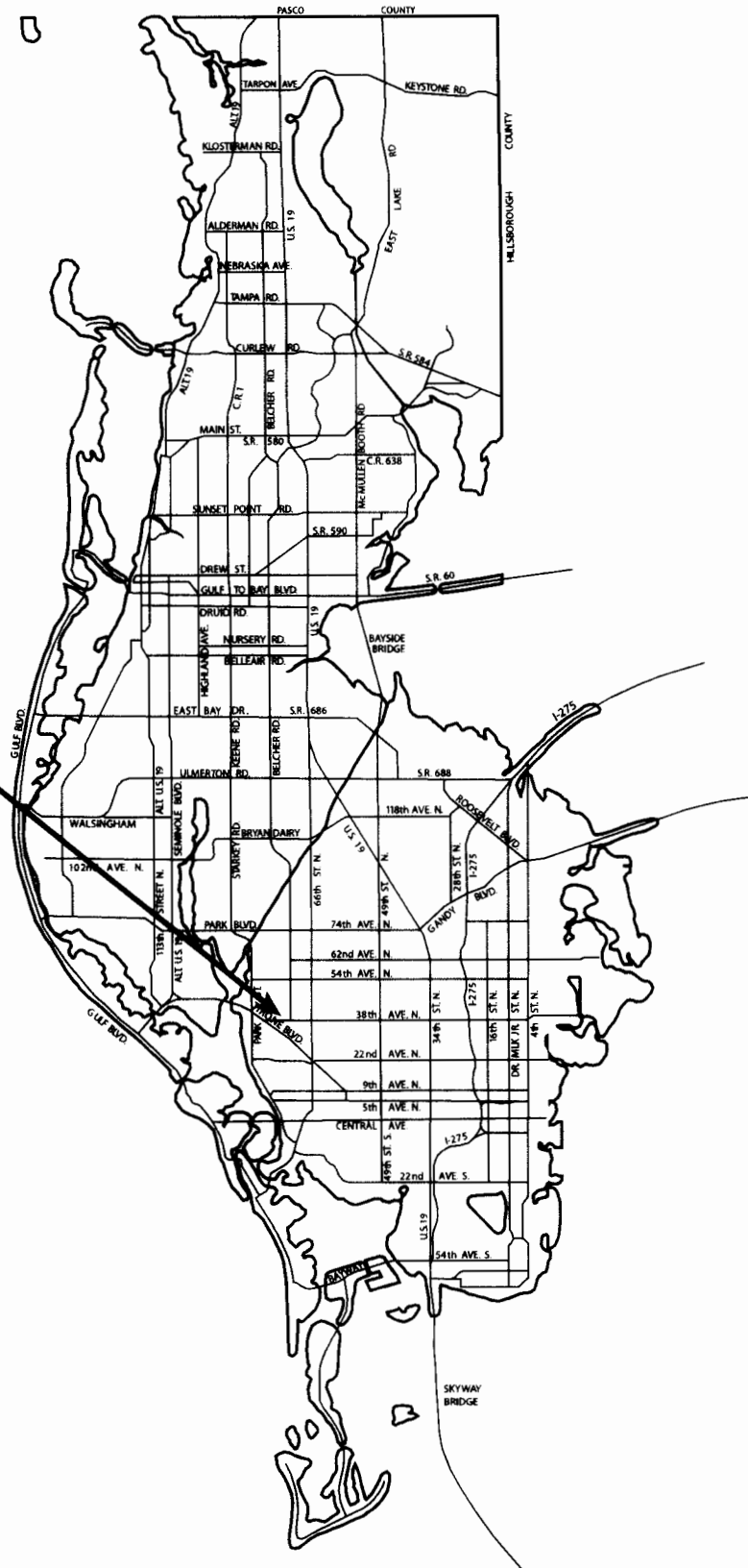
A parcel of land lying and being in the South 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 31 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4, thence North 01°06'15" East along the Easterly boundary line of the Southwest 1/4, for a distance of 661.14 feet; thence North 89°36'41" West, for a distance of 30.00 feet to the Point of Beginning; thence continue North 89°36'41" West along the Southerly boundary line of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 6, for a distance of 674.77 feet to a point on the Westerly boundary line of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence North 01°00'08" East along said line, for a distance of 20.00 feet; thence South 89°36'41" East, for a distance of 647.80 feet; thence North 01°06'15" East, for a distance of 144.82 feet; thence South 89°35'18" East, for a distance of 27.00 feet to a point on the Westerly right-of-way line of 71st Street; thence South 01°06'15" West along said right-of-way line for a distance of 164.81 feet to the Point of Beginning.

Parcel ID # 06-31-16-00000-340-0400

LOCATION MAP

Z/LU-14-7-14



MAP-1

Z/LU-14-7-14

Zoning

From: RM-7.5, Residential,
Multiple Family, 7.5 units per acre
To: IL, Institutional Limited
From: Residential Urban
To: Institutional

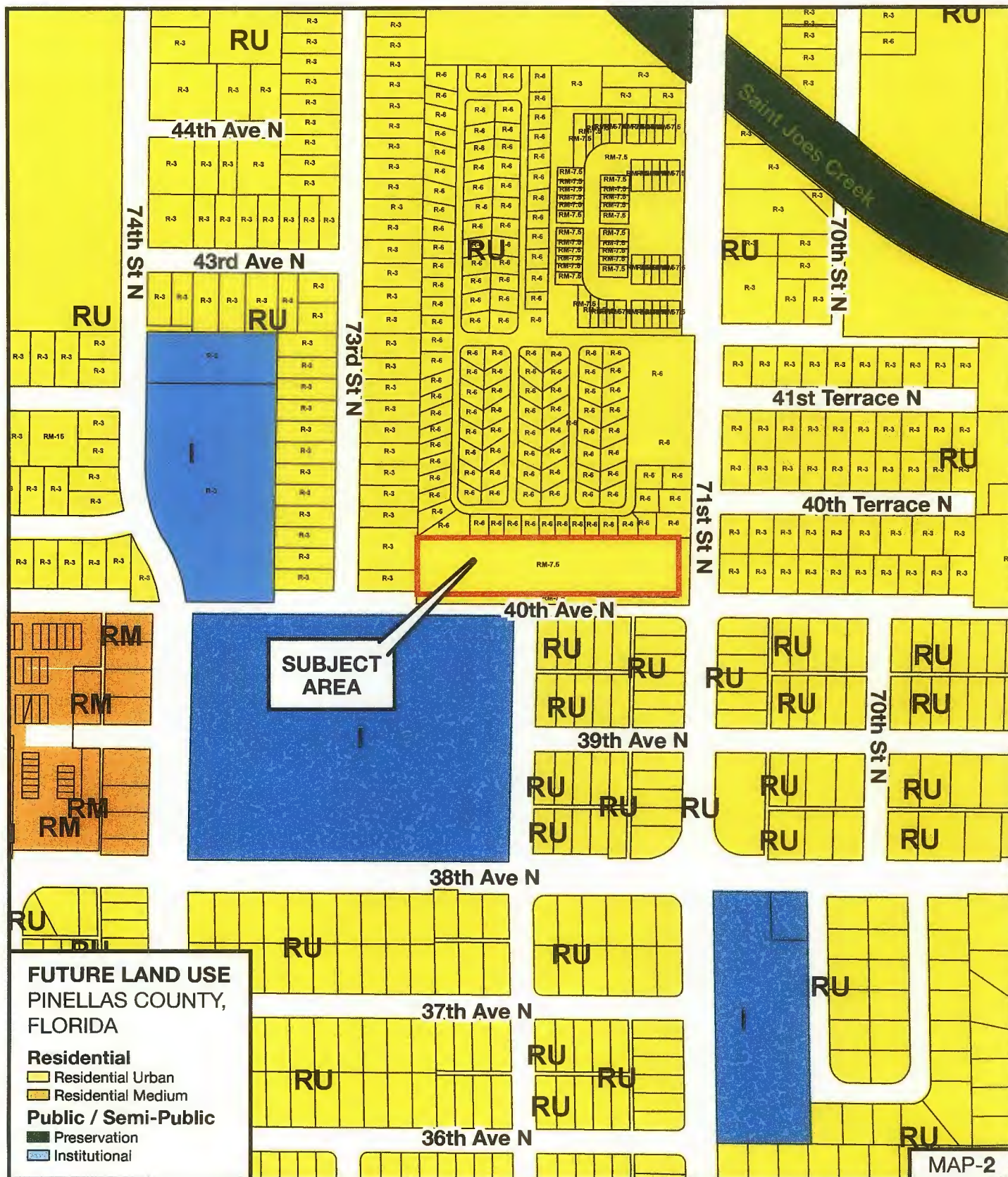
Land Use

And a Development Agreement for
a 78 bed Assisted Living Facility
not to exceed 45 ft. in height and a
parking variance to allow 38 parking
spaces where 78 are required.

Parcel I.D. 06/31/16/00000/340/0400

Prepared by: Pinellas County Strategic Planning & Initiatives April 2014





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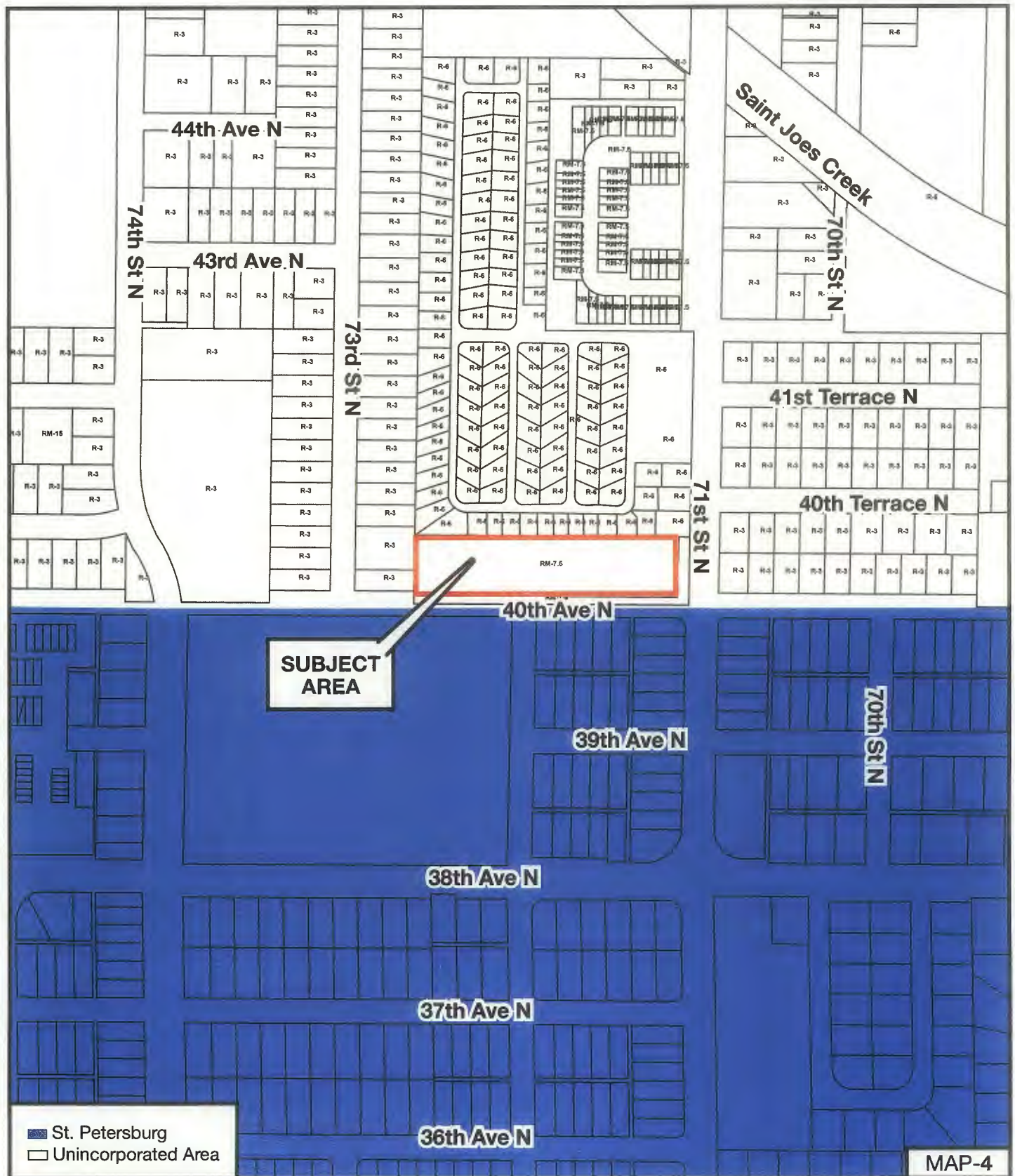
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Prepared by: Pinellas County Strategic Planning & Initiatives April 2014



RESOLUTION NO. _____

RESOLUTION CHANGING THE ZONING CLASSIFICATION OF AN EXISTING ASSISTED LIVING FACILITY CONTAINING APPROXIMATELY 2.55 ACRES LOCATED AT 7179 40TH AVENUE NORTH IN THE UNINCORPORATED AREA OF ST. PETERSBURG, PAGE 800 OF THE ZONING ATLAS, AS BEING IN SECTION 06, TOWNSHIP 31, RANGE 16, FROM RM-7.5, RESIDENTIAL, MULTIPLE FAMILY, 7.5 UNITS PER ACRE TO IL, INSTITUTIONAL LIMITED AND A DEVELOPMENT AGREEMENT FOR A 78 BED ASSISTED LIVING FACILITY RETAINING ITS CURRENT BUILDING DIMENSIONS AND HEIGHT, AND A PARKING VARIANCE TO ALLOW 38 PARKING SPACES WHERE 78 ARE REQUIRED, UPON APPLICATION OF 7179 40TH AVENUE, LLC THROUGH STEVE A. WILLIAMSON, ESQ., JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP, REPRESENTATIVE, Z/LU 14-7-14

WHEREAS, 7179 40th Avenue, LLC, Owner of the property hereinafter described, has petitioned the Board of County Commissioners of Pinellas County to change the zone classification of the real property hereinafter described from RM-7.5, Residential, Multiple Family, 7.5 units per acre to IL, Institutional Limited with a Development Agreement for a 78 bed assisted living facility retaining its current building dimensions and height, and a parking variance to allow 38 parking spaces where 78 are required; and

WHEREAS, legal notice of public hearing on such proposed change of zone classification was duly published as required by law, as evidenced by publisher's affidavit filed with the Clerk; and

WHEREAS, said public hearing has been held on the date and at the time specified in said published notice at which citizens and interested persons have been given opportunity to be heard, and all requirements of law and of rules promulgated by this Board have been complied with; and

WHEREAS, this Board has determined that the zone classification of said property should be changed.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County in regular session duly assembled this 19th day of August 2014 that the zone classification of the following described real property in Pinellas County, Florida, to wit:

See Attached Exhibit "A"

be, and the same is hereby changed from RM-7.5, Residential, Multiple Family, 7.5 units per acre to IL, Institutional Limited with a Development Agreement for a 78 bed assisted living facility retaining its current building dimensions and height, and a parking variance to allow 38 parking spaces where 78 are required, subject to an amendment to the Pinellas County Future Land Use Map from Residential Urban to Institutional, Z/LU-14-7-14.

Commissioner _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner _____ upon the roll call the vote was:

Ayes:

Nays:

Absent and not voting:

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

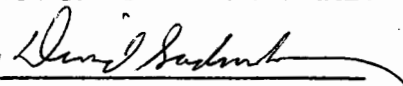
By 
Attorney

EXHIBIT "A"

Z/LU-14-7-14

The South 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 31 South, Range 16 East, Pinellas County, Florida.

LESS AND EXCEPT that portion deeded to Pinellas County by Deed recorded in Official Records Book 16485, Page 1222, of the Public Records of Pinellas County, Florida, described as follows:

A parcel of land lying and being in the South 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 31 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4, thence North 01°06'15" East along the Easterly boundary line of the Southwest 1/4, for a distance of 661.14 feet; thence North 89°36'41" West, for a distance of 30.00 feet to the Point of Beginning; thence continue North 89°36'41" West along the Southerly boundary line of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 6, for a distance of 674.77 feet to a point on the Westerly boundary line of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence North 01°00'08" East along said line, for a distance of 20.00 feet; thence South 89°36'41" East, for a distance of 647.80 feet; thence North 01°06'15" East, for a distance of 144.82 feet; thence South 89°35'18" East, for a distance of 27.00 feet to a point on the Westerly right-of-way line of 71st Street; thence South 01°06'15" West along said right-of-way line for a distance of 164.81 feet to the Point of Beginning.

Parcel ID # 06-31-16-00000-340-0400

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF PINELLAS COUNTY, FLORIDA BY CHANGING THE LAND USE DESIGNATION OF AN EXISTING ASSISTED LIVING FACILITY CONTAINING APPROXIMATELY 2.55 ACRES LOCATED AT 7179 40TH AVENUE NORTH IN THE UNINCORPORATED AREA OF ST. PETERSBURG, LOCATED IN SECTION 06, TOWNSHIP 31, RANGE 16, FROM RESIDENTIAL URBAN TO INSTITUTIONAL LIMITED, PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THIS ORDINANCE AT THE PUBLIC HEARING AND/OR WITH OTHER RESPONSIBLE PARTIES, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the application for an amendment to the Future Land Use map of Pinellas County, Florida, hereinafter listed, has been presented to the Board of County Commissioners of Pinellas County; and

WHEREAS, notice of public hearings and advertisements have been given as required by Florida Law; and

WHEREAS, the comments and recommendation of the Local Planning Agency have been received and considered; and

WHEREAS, this is a small scale development amendment, as defined by Section 163.3187(1), Florida Statutes.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pinellas County, Florida in regular meeting duly assembled this 19th day of August 2014 that:

Section 1. The Future Land Use Map of Pinellas County, Florida is amended by redesignating the property described as: An existing assisted living facility containing approximately 2.55 acres located at 7179 40th Avenue North in the unincorporated area of St. Petersburg. Referenced as Case Z/LU 14-7-14, and owned by 7179 40th Avenue, LLC, from Residential Urban to Institutional Limited. See attached Legal Description: Exhibit "A".

Section 2. This amendment shall be transmitted to the Pinellas Planning Council for action to amend the Countywide Future Land Use Plan, from Residential Urban to Institutional Limited to maintain consistency with the said Plan.

Section 3. This Ordinance shall take effect upon:

- a) Receipt of notice from the Secretary of State that the Ordinance has been filed is received; and
- b) Approval by the Countywide Planning Authority of the requisite amendment of the Countywide Future Land Use Plan submitted herein pursuant to Chapter 88-464, Laws of Florida, as amended.
- c) Pursuant to Section 163.3187(5)(c), Florida Statutes, this amendment shall become effective upon 31 days following its adoption. If timely challenged, this amendment shall not become effective until the state land planning agency or the Administration Commission issues a final order determining the adopted small scale amendment is in compliance. No development orders, development permits, or land uses dependent on this Amendment may be issued or commence before the amendment has become effective.

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By 
Attorney

EXHIBIT "A"

Z/LL-14-7-14

The South 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 31 South, Range 16 East, Pinellas County, Florida.

LESS AND EXCEPT that portion deeded to Pinellas County by Deed recorded in Official Records Book 16485, Page 1222, of the Public Records of Pinellas County, Florida, described as follows:

A parcel of land lying and being in the South 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 31 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

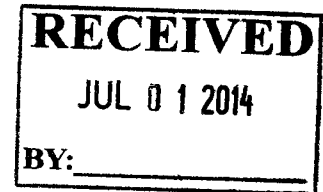
Commence at the Southeast corner of the Southwest 1/4, thence North 01°06'15" East along the Easterly boundary line of the Southwest 1/4, for a distance of 661.14 feet; thence North 89°36'41" West, for a distance of 30.00 feet to the Point of Beginning; thence continue North 89°36'41" West along the Southerly boundary line of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 6, for a distance of 674.77 feet to a point on the Westerly boundary line of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 6; thence North 01°00'08" East along said line, for a distance of 20.00 feet; thence South 89°36'41" East, for a distance of 647.80 feet; thence North 01°06'15" East, for a distance of 144.82 feet; thence South 89°35'18" East, for a distance of 27.00 feet to a point on the Westerly right-of-way line of 71st Street; thence South 01°06'15" West along said right-of-way line for a distance of 164.81 feet to the Point of Beginning.

Parcel ID # 06-31-16-00000-340-0400

June 26, 2014

To: Pinellas County Strategic Planning –Zoning Division

Board of County Commissioners –Public Hearing 8-19-14 -6pm



RE: Case No Z/LU 14-7-14

Zone Change and Land Use change at 7179 40th Avenue North

Unincorporated Area of Pinellas County

100 % OPPOSED TO THE ZONE CHANGE AND LAND USE CHANGE

Reasons Opposed to this Land Use and Zone Change:

We have lived at the corner of 71 Street North and 40th Terrace North since 1983.

1. The noise pollution from the traffic on 71 Street North is so bad that we can no longer sit outside on our porch or in our yard. We have already noticed an increase in Lealman Fire Department and Sunstar Ambulance **Siren noise** going to this property. Lealman already uses 71st Street North as a quick north /south route to answer calls in order to avoid the congestion on 66th Street N. & Park Street North.
2. Currently, there are only a few employee vehicles that park in the lot. But, one employee already creates excessive noise pollution on a daily basis. They have a Jeep that has no muffler. I know exactly when this person leaves and arrives at work because of this loud vehicle noise. Hopefully, the vehicle becomes non-operational soon. I don't want to hear the additional cars coming and going that would be required (for employees) in order to service a 78 bed facility.
3. Since Pinellas County does not have a car stereo noise ordinance there could be any number of employees who come and go from work playing their stereos at excessive decibel levels. Several times a day we already have vehicles on 71 St N with stereos so loud that our windows vibrate.

4. The number of truck deliveries will need to increase in order to service such a large facility. The trucks have to back in behind the bldg. next to the fence line of the Magnolia Manor Mobile Home park. This will increase the noise especially since most trucks beep as they back up. This noise will travel over to our property.
5. We do not need a building as high as 45 feet at this location. It does not fit the neighborhood, and it would be very intrusive to the residents of Magnolia Manor having this bldg. looming over their mobile homes.

I continue to be extremely disappointed with how often the Pinellas County Commission continues to approve changes to our neighborhood without listening to the residents who currently live in this neighborhood. So it would be in the best interest of the residents who currently live in this neighborhood to reject the zone and land use change requested. This corner will not support a 78 bed assisted living facility nor will it support a 45 foot high bldg. You should drive out and see for yourself that this change should be rejected.

Thank You,

A handwritten signature in cursive script that reads "Deanna D. Bishop".

Deanna D. Bishop

7096 40th Terrace North

Saint Petersburg, FL 33709-4616

**BOARD OF COUNTY
COMMISSIONERS**

Charlie Justice
Susan Latvala
Janet C. Long
John Morroni
Norm Roche
Karen Williams Seel
Kenneth T. Welch

OPPOSE

**Re: Case No Z/LU 14-7-14
7179 40th Avenue, LLC Applicant
Steve A. Williamson, Esq., Representative**



Dear Property Owner:

June 19, 2014

THIS IS AN IMPORTANT NOTICE ABOUT UPCOMING PUBLIC HEARINGS REGARDING THE USE OF LAND. It is being provided to you since you are either the owner or representative of the owner of the subject property, OR you own land in the vicinity of the subject property.

PLEASE REVIEW THIS INFORMATION CAREFULLY!! If you have any questions regarding this important matter, please call our office at (727) 464-5047 or visit us at the address listed below. We will be happy to provide you with available information. Written arguments, evidence, explanations, studies, reports, petitions or other documentation that an applicant, proponent or opponent wishes to be provided to the Board for their consideration in support of, or in opposition, may be directed to the Pinellas County Strategic Planning & Initiatives Department, Zoning Division located in the Development Review Services Department, 440 Court Street, 4th fl, Clearwater, FL 33756, or you may fax/email us at (727) 453-3256/zoning/@pinellascounty.org.

The property consists of An existing assisted living facility containing approximately 2.55 acres located at 7179 40th Avenue North in the unincorporated area of St. Petersburg.

The purpose of these hearings will be to consider a request for a zone change from RM-7.5, Residential, Multiple Family, 7.5 units per acre to Institutional Limited and a land use change from Residential Urban to Institutional and a Development Agreement for a 78 bed Assisted Living Facility not to exceed 45 ft. in height and a parking variance to allow 38 parking spaces where 78 are required.

What this proposal means to you: If approved, this proposal would allow the existing facility to increase their bed capacity to 78 beds.

A hearing will be held by the Local Planning Agency on **July 10, 2014 at 9:00 A.M.** in the County Commission Assembly Room, 315 Court Street, 5th Floor, Clearwater, FL.

The Board of County Commissioners will then hold a public hearing on **August 19, 2014 at 6:00 P.M.** in the County Commission Assembly Room, 315 Court Street, 5th Floor, Clearwater, FL. You are invited to attend these hearings and to express your views on this matter. Documentation that an applicant, proponent or opponent wishes to be provided to the Board of County Commissioners for their consideration in support of, or in opposition, should be submitted at least one week (7 days) in advance of the advertised hearing. Hard copy written comments must be submitted on 8½ x 11-inch paper.

Persons are advised that if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made.

Failure by the applicant or an authorized representative of the applicant to appear at the scheduled public hearings may result in an automatic denial of the request.

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE, PLEASE CONTACT THE OFFICE OF HUMAN RIGHTS, 400 S. FT HARRISON AVE., SUITE 500, CLEARWATER, FL 33756 (727) 464-4880 (VOICE) (727) 464-4062 (TDD).

Sincerely,
PINELLAS COUNTY PLANNING & DEVELOPMENT SERVICES DEPARTMENT

