

BOARD OF COUNTY COMMISSIONERS

DATE: November 18, 2014

AGENDA ITEM NO. 3a.

Consent Agenda ☐

Regular Agenda ☐

Public Hearing ☒

 **County Administrator's Signature:**

Subject:

Public Hearing for Land Use Case No. LU-9-5-14 (Gateway Hospitality)

Department:

Planning and Development Services

Staff Member Responsible:

Jacob Stowers, Executive Director

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) HEAR PUBLIC COMMENT AND APPROVE THE LAND USE REQUEST WITH A DEVELOPMENT AGREEMENT.

Summary Explanation/Background:

This land use plan amendment is accompanied by a development agreement, which, if approved, would allow for the expansion of this site located in unincorporated Lealman for hotel/motel rooms and a restaurant. An additional restriction pertaining to height has been added to restrict the height of any building to 50 feet. The amendment to the Commercial General category is needed to realize the additional rooms that are necessary to facilitate the redevelopment of this site.

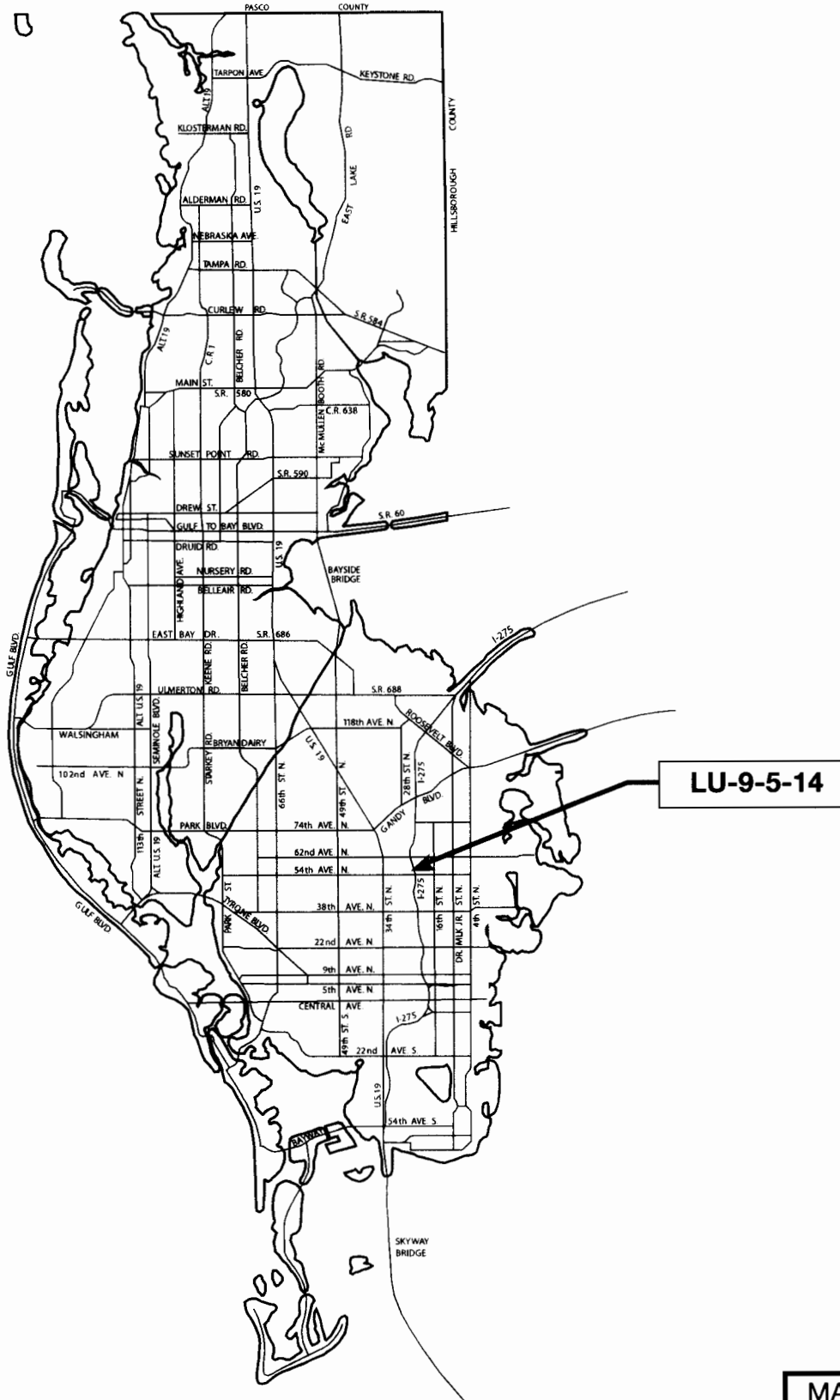
Fiscal Impact/Cost/Revenue Summary:

N/A

Exhibits/Attachments Attached:

Staff Report with LPA Recommendation, Maps, Development Agreement & Ordinance

LOCATION MAP



MAP-1

LU-9-5-14

Land Use Change

From: Residential Medium, Commercial General & Resort Facilities Overlay-Permanent

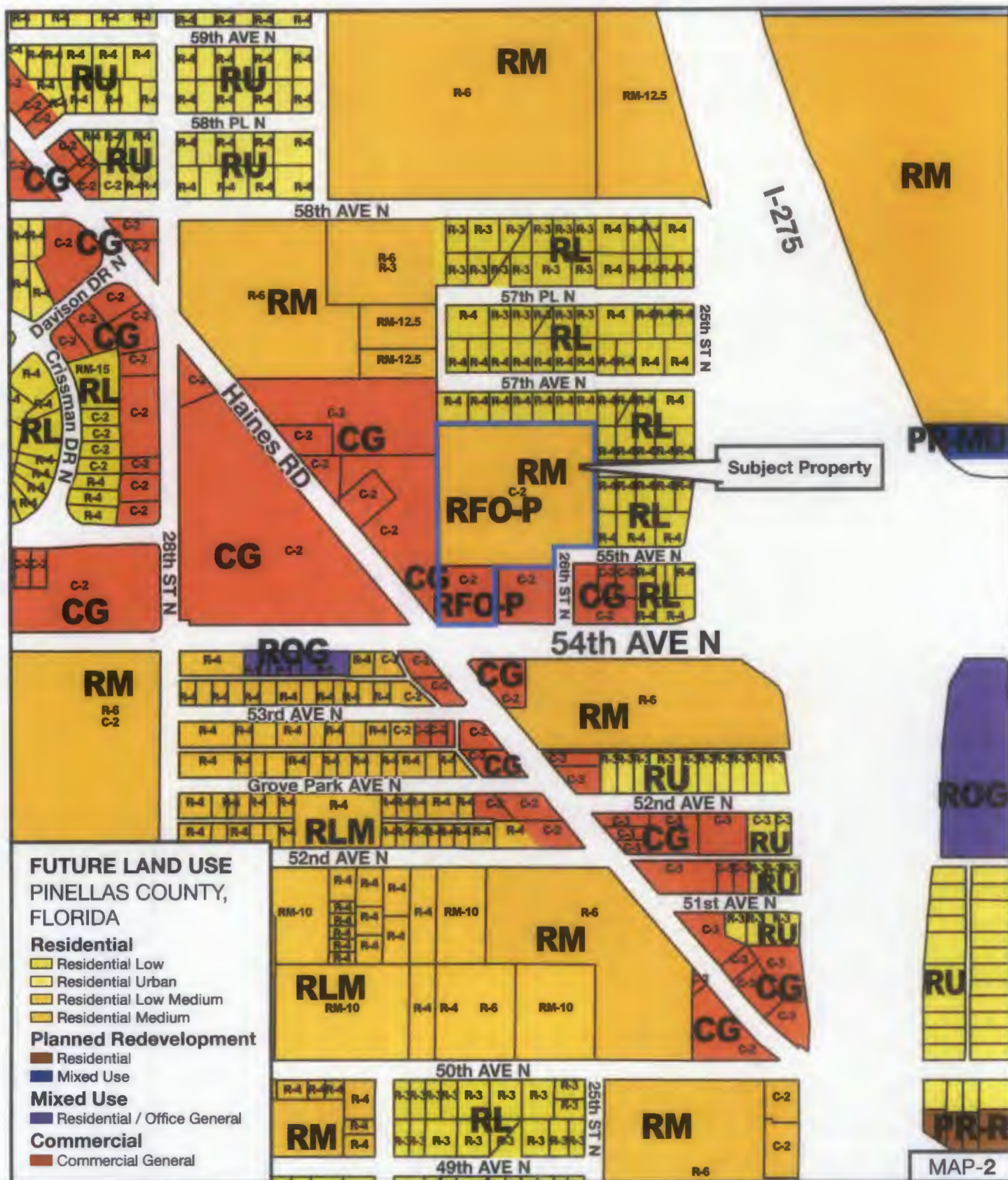
To: Commercial General

With a Development Agreement restricting the use of the site to a hotel/motel with a restaurant and not to exceed 50 ft. in height.

Parcel I.D. 35/30/16/00000/430/1800 & 2200

Prepared by: Pinellas County Department of Planning and Development Services September 2014





LU-9-5-14

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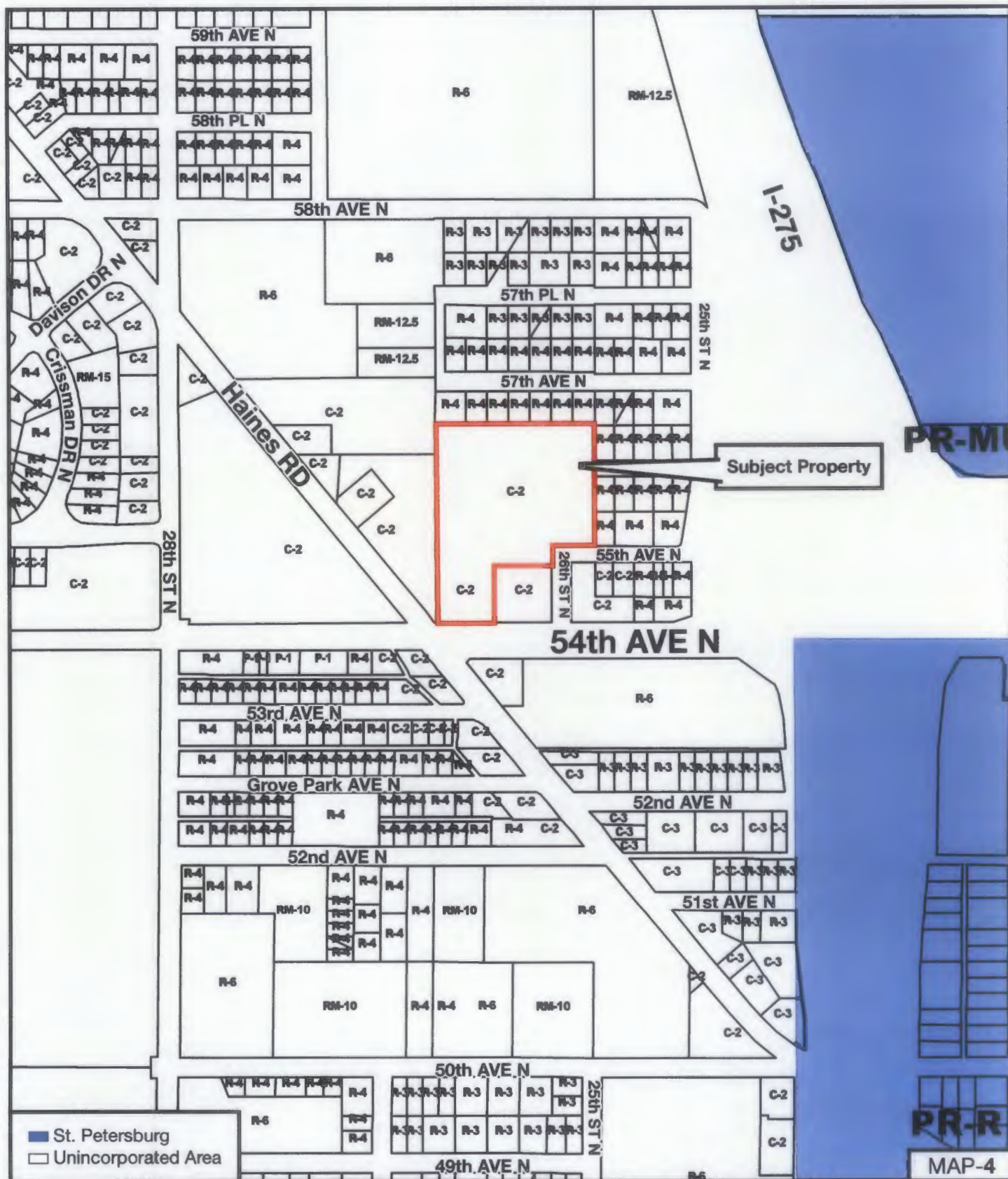
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LOCAL PLANNING AGENCY (LPA) RECOMMENDATION to the BOARD OF COUNTY COMMISSIONERS



Regarding: Case No. LU 9-5-14

LPA Recommendation: The Local Planning Agency continued the proposed land use request to the September 11, 2014 LPA meeting. (The vote was 6-0, in favor)

LPA Recommendation: The LPA finds that the proposed amendment is consistent with the Pinellas County Comprehensive Plan, and recommends Approval of the zoning amendment, and approval of the development agreement. (The vote was 5-1, in favor)

LPA Public Hearing: June 11, 2014 & October 9, 2014

PLANNING STAFF RECOMMENDATION:

Staff recommends that the LPA find the proposed amendment to the Pinellas County Future Land Use Map is consistent with the Pinellas County Comprehensive Plan based on the findings in this report.

And further, staff recommends that the LPA recommend approval of the proposed amendment and development agreement to the Pinellas County Board of County Commissioners.

CASE SUMMARY

APPLICANT'S NAME: Gateway Hospitality, LLC

DISCLOSURE: Manager/Member- Nikesh Shah

REPRESENTED BY: Paul Witt

LAND USE CHANGE	
FROM:	Residential Medium, Commercial General & Resort Facilities Overlay-Permanent
TO:	Commercial General
With a Development Agreement restricting the use of the site to a hotel/motel with a restaurant and not to exceed 50 ft. in height.	

PROPERTY DESCRIPTION: Two separate parcels "Lot A" which contains 3.15 acres and located at 2595 54th Avenue North and "Lot B" which contains 2.25 acres and is located on the north side of 54th Avenue North and at the northwest corner of 55th Avenue North and 26th Street North in unincorporated Lealman.

PARCEL ID(S): 35/30/16/00000/430/1800 & 2200

PROPOSED BCC HEARING DATE: November 18, 2014

CORRESPONDENCE RECEIVED TO DATE:

No correspondence received.

PERSONS APPEARING AT THE LOCAL PLANNING AGENCY HEARING:

No one appeared.

SURROUNDING ZONING AND LAND USE FACTS:

	Land Use Category	Zoning Designation	Existing Use
Subject Property:	Residential Medium & Commercial General with Permanent Tourist Facility Overlay	C-2	Motel
Adjacent Properties:			
North	Residential Low	R-4	Single Family Homes
East	Commercial General & Residential Low	C-2 & R-4	Gas Station & Single Family Homes
South	Commercial General	C-2	Gas Station & Restaurant
West	Commercial General	C-2	Mini- Storage and Shops

STAFF DISCUSSION AND ANALYSIS**COMPATIBILITY WITH SURROUNDING LAND USES**

The site is occupied with a motel and restaurant on a 5.4 acre site which has been zoned C-2, General Retail Commercial & Limited Services since 1963 and developed as a motel/restaurant since 1974. As Pinellas County was updating its Comprehensive Land Use Map in the mid 1980's, residents in the area were concerned with the C-2, General Retail Commercial & Limited Services zoning and the potential uses associated with such. In an effort to address those concerns, the planning staff recommended to the Board of County Commissioners to place the Residential Medium designation on the site with a Permanent Tourist Facility Overlay to reflect the use of the site as a motel. Forty (40) years have passed and the current owner has an opportunity to increase the bed capacity of this facility in keeping with the C-2 regulations; however, because of the current residential land use and overlay this increase cannot be realized, hence the request. The proposed Commercial General designation will recognize the historic zoning of the site and along with the Development Agreement will limit the use of the site to that which has been occurring here for the past 40 years with no apparent adverse impact to the neighboring communities. The fact that the motel has been operating for 40 years demonstrates the appropriateness of this use and the proposed Commercial General designation. It is important to note that there will be new construction on site, but no new construction will be any closer to the adjacent residential uses than currently exists today. This motel is located in a preferred location near Interstate I-275, as tourists are accommodated as they use the interstate highway. Other uses in the area include mini-storage, a retail motorcycle store, restaurants, mobile home parks, bars, and auto sales, and as such, reflects the commercial nature of the area.

TRANSPORTATION IMPACTS AND CONCURRENCY

Approval of the proposed request will allow the applicant to construct an additional 81 room motel, which has the potential to generate approximately 268 additional vehicle trips per day on the surrounding roadway network. These additional vehicle trips would not be expected to lower the level

of service (LOS) on any of the impacted roadway facilities. However, of the 268 additional vehicle trips, approximately 67 trips would be projected to impact I-275 [the segment from Gandy Boulevard to 38th Avenue North], which is designated by the 2013 Concurrency Test Statement as a Congestion Containment Corridor. Since the subject site is located within one half mile of this section of I-275 which is operating at a deficient level of service, the proposed development agreement obligates the property owner to install bicycle racks and construct a concrete pad to accommodate a bus shelter in order to meet the County's transportation concurrency management requirements. The proposed development agreement would also maintain and restrict the use of the site to a hotel/motel and restaurant use (South Lot).

SUMMARY

In conclusion, the requested land use plan amendment to Commercial General with the development agreement, which restricts the use to a motel not to exceed 50 ft. in height is deemed to be appropriate for this area and along with the development agreement will continue to insure to surrounding residents the use of the site shall remain a motel.

IMPLEMENTATION OF THE PINELLAS COUNTY COMPREHENSIVE PLAN

Staff finds that the proposed amendments are consistent with the following adopted goal, objectives, policies, of the Pinellas County Comprehensive Plan:

- | | |
|----------------|--|
| 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. |
| Policy 1.2.4 | Recognizing that successful neighborhoods are central to the quality of life in Pinellas County, redevelopment and urban infill development should be compatible with and support the integrity and viability of existing residential neighborhoods. |
| Objective 1.11 | Pinellas County shall implement its land use policies in a manner that clearly defines the future land use categories and the regulations pertaining to them that manage growth in Pinellas County. |
| Policy 1.12. | Pinellas County shall permit commercial development in a manner that will maintain the economic vitality of recognized and established commercial areas. |

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 _____, effective as provided in Section 5 of this Agreement, and entered into between Gateway Hospitality, LLC, a Florida limited liability company ("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").

R E C I T A L S :

- 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 two separate parcels of real property, located at 2595 54th Ave. N., in the unincorporated area of the County, each being more particularly described on Exhibit "A-2" as parcel identification number 35-30-16-00000-430-1800 (the "North Property") and Exhibit "A-1" as parcel identification number 35-30-16-00000-430-2200 (the "South Property") attached hereto (except as otherwise set forth herein, collectively the "Property").
- D. Owner desires to develop and continue to use the Property for hotel and restaurant use as more particularly described herein.
- E. The Property currently has a land use designation of CG and RM, with the RFO-P overlay, and is zoned C-2.
- F. Owner has requested that the County remove the existing RFO-P overlay and place a land use designation of CG on the Property.
- G. The County cannot justify the requested action absent the restrictions contained in this Agreement and in the deed restriction required in Section 6.1.4.
- H. 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.
- I. 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 the land use designation of CG and removal of the existing RFO-P overlay.

5.1 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 the effective date of this Agreement.

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

6.1.3.1. The North Property shall be used for hotel/motel use only, and the South Property shall be used for hotel/motel use and restaurant use only.

6.1.3.2. Development Intensities. Owner shall comply with the building intensities and height required by the Property's zoning and land use designations, unless otherwise modified by this Agreement.

6.1.3.3. The South Property shall be developed substantially in accordance with the Concept/Site Plan attached and incorporated as Exhibit B ("Plan"), provided, however, that the parties acknowledge and agree that development of the South Property may or may not include a restaurant, notwithstanding the uses permitted for the South Property and the depiction of a restaurant on the South Property; and further provided that if the southernmost structure (as shown on the Plan) is not used as a restaurant, then the South Property's remaining uses shall be limited to hotel/motel uses and its accessory uses related thereto.

6.1.3.4. As of the effective date of this Agreement, the North Property is being used for hotel/motel use only. The parties acknowledge and agree that the Owner may redevelop the North Property, as a future phase, subsequent to the effective date of this Agreement and prior to the termination date of this Agreement (as described in Section 5.1), and any re-development of the North Property shall comply with the terms of this Agreement including (without limitation) the Obligations of Owner (as set forth in Section 6.1, inclusive), the Development Restrictions (as set forth in this Section 6.1.3, inclusive), the Deed Restriction (as set forth in Section 6.1.4), the Public Facilities requirements (as set forth in Section 7), and the Permitting requirements (as set forth in Section 8).

6.1.3.5. Upon commencement of vertical construction for the development of the South Property, Owner shall (i) place bicycle racks on the North Property and the South Property to accommodate hotel/restaurant workers and (ii) construct a 13 x 9 foot concrete pad according to ADA standards to accommodate a Pinellas Suncoast Transit Association ("PSTA") bus shelter on the east side of 28th St N, 130 feet north of the center of the intersection of 54th Avenue North & 28th Street North. Coordination with PSTA is necessary to ensure compliance with facility guidelines and ADA requirements regarding wheelchair access and clearance. All permit, easements and agreements required by the State, County and/or PSTA shall be obtained prior to construction of the above transportation improvements.

6.1.4. Recording of Deed Restriction. Prior to the approval of a site plan or issuance of a development permit for the Property, Owner shall record a deed restriction encumbering the Property in the official records of Pinellas County, Florida and deliver a copy of such recorded deed restriction to the Director of the County Strategic Planning and Initiatives Department or his designee. The deed restriction shall be approved as to form by the County Attorney (which approval

shall not be unreasonably withheld) and shall 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 amends the land use and zoning designation for the Property as set forth in Recital F above.

6.2.2. County will process preliminary and final site plan applications for the Property that are consistent with this Agreement, and that meet the requirements of the Code at the time of the effective date of this Agreement.

6.2.3. The final effectiveness of the amendments referenced in Section 6.2.1 is 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.

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 and must satisfy the concurrency ordinance provisions applicable at the time of the effective date of this Agreement.

7.1 Potable water from the City of St Petersburg.

7.2 Sewer service from Pinellas County.

7.3 Fire protection from Pinellas County.

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 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.

10.1. In the event of termination pursuant to Section 10.2 or failure to commence the development of the subject property within the duration of the Agreement as defined in Section 5 above, the Property shall return to its current land use and zoning designations. Owner agrees to cooperate and not contest any administrative procedures necessary to implement restoration of the land use and zoning designations. This obligation survives the termination of the Agreement for the time necessary to accomplish the redesignations.

10.2. 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 to timely 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. Except in the case of termination, until five (5) years after the effective date of this Agreement, the Property shall not be subject to subsequently adopted laws and policies unless the County has held a public hearing and determined:

11.1. They are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement;

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

11.3. They are specifically anticipated and provided for in this Agreement;

11.4. The County demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

11.5. 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: Gateway Hospitality, LLC
c/o Nikesh Shah
807 Dashwood Court
Winter Garden, FL 34787

With copy to: The Kabrawala Law Group PLLC
190 E. Morse Blvd.
Winter Park, Florida 32789
Attn: Chirag B. Kabrawala, Esq.
Phone: 407-801-3330
Fax: 407-602-7667
Email: Chirag@CBKLawGroup.com

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

With copy to: David S. Sadowsky, Esquire
Senior Assistant County Attorney
Pinellas County Attorneys Office
315 Court Street
Clearwater, Florida 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, as 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, the Owner or his successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the parties hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of this document to the Director of the County Building and Development Review Services Department or his designee.

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.

End of Substantive Provisions, Signature Page to follow

WITNESSES:

Printed Name:

Rose Spavza

Printed Name:

Tiffany Ashbaugh

OWNER

GATEWAY HOSPITALITY, LLC

By:

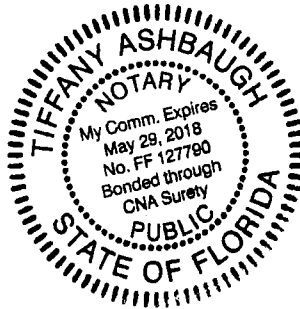
Nikesh Shah

STATE OF FLORIDA

COUNTY OF

Orange

The foregoing instrument was acknowledged before me this 3rd day of October 2014, by Nikesh Shah, who is personally known to me or who produced valid FL ID as identification.



Notary Public

Print Notary Name

My Commission Expires: may 29, 2018

ATTEST:

PINELLAS COUNTY, FLORIDA

KEN BURKE, CLERK

Deputy Clerk

By:

Chairman

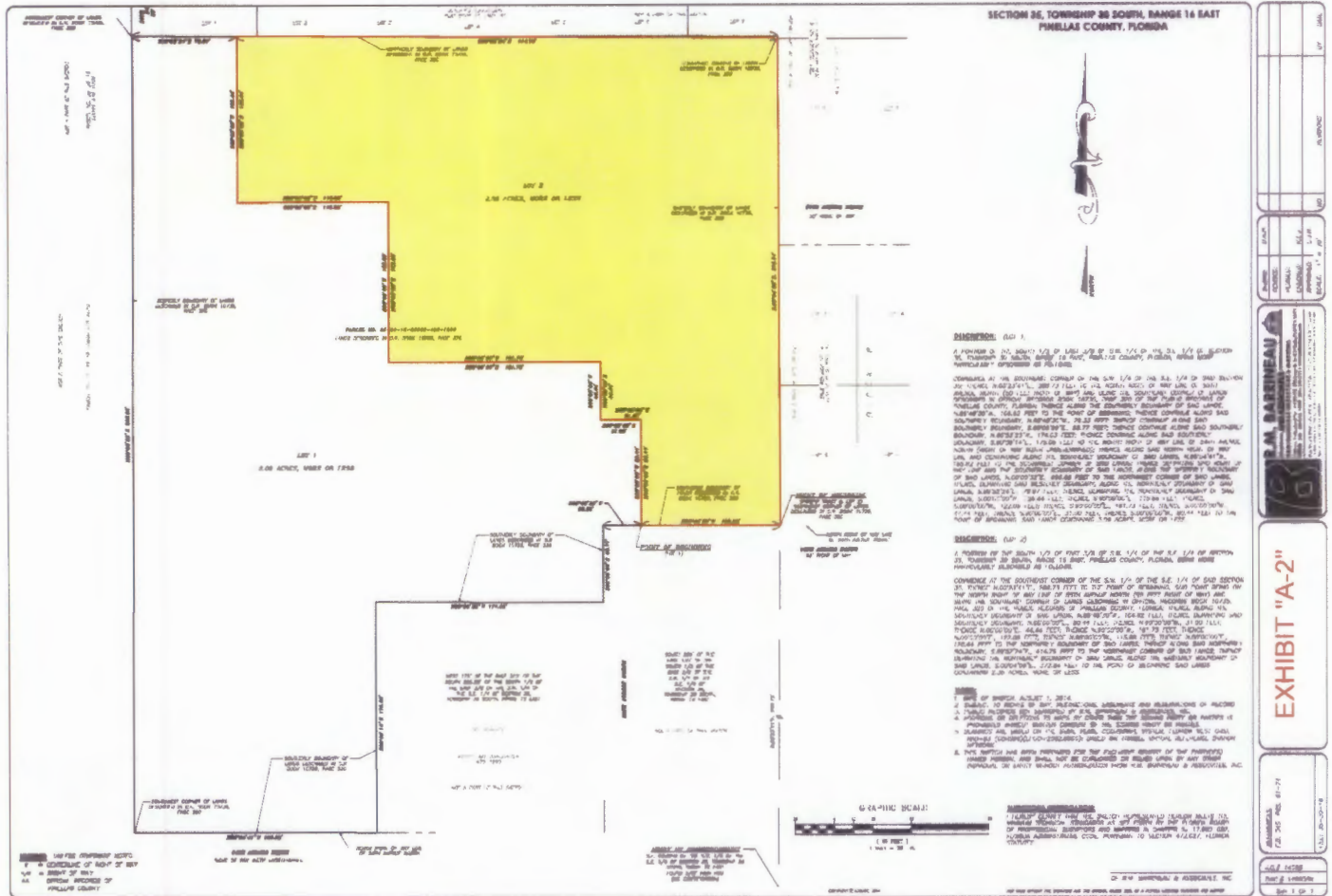
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney

[illegible]

EXHIBIT "A-2"
NORTH PROPERTY



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF PINELLAS COUNTY, FLORIDA BY CHANGING THE LAND USE DESIGNATION OF TWO SEPARATE PARCELS "LOT A" WHICH CONTAINS 3.15 ACRES AND LOCATED AT 2595 54TH AVENUE NORTH AND "LOT B" WHICH CONTAINS 2.25 ACRES AND IS LOCATED ON THE NORTH SIDE OF 54TH AVENUE NORTH AND AT THE NORTHWEST CORNER OF 55TH AVENUE NORTH AND 26TH STREET NORTH IN THE UNINCORPORATED AREA OF ST. PETERSBURG LOCATED IN SECTION 35, TOWNSHIP 30, RANGE 16, FROM RESIDENTIAL MEDIUM, COMMERCIAL GENERAL & RESORT FACILITIES OVERLAY-PERMANENT TO COMMERCIAL GENERAL WITH A DEVELOPMENT AGREEMENT RESTRICTING THE USE OF THE SITE TO A HOTEL/MOTEL WITH A RESTAURANT AND NOT TO EXCEED 50 FT. IN HEIGHT, 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 18th day November 2014 that:

Section 1. The Future Land Use Map of Pinellas County, Florida is amended by redesignating the property described as: Two separate parcels "Lot A" which contains 3.15 acres and located at 2595 54th Avenue North and "Lot B" which contains 2.25 acres and is located on the north side of 54th Avenue North and at the northwest corner of 55th Avenue North and 26th Street North in the unincorporated area of St. Petersburg. Referenced as Case LU-9-5-14, and owned by Gateway Hospitality, LLC, from Residential Medium, Commercial General &

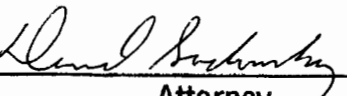
Resort Facilities Overlay-Permanent to Commercial General with a Development Agreement restricting the use of the site to a hotel/motel with a restaurant and not to exceed 50 ft. in height.

Section 2. This amendment shall be transmitted to the Pinellas Planning Council for action to amend the Countywide Future Land Use Plan, from Residential Medium, Commercial General Resort Facilities Overlay-Permanent to Commercial General 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

PINELLAS COUNTY PLANNING DEPARTMENT							
TRAFFIC ANALYSIS FOR A PROPOSED LAND USE CHANGE							
LU#: LU-9-5-14		Jurisdiction: Pinellas County					
Revised: 10/10/2014		Received: 05/22/2014		Signoff:			
SITE DATA							
Parcel Size: 5.40							
Proposed for Amendment: 5.40							
Current Land Use Designation:		Residential Medium, Commercial General, and Resort Facilities Overlay-P.					
Current Use	sf/acre(s)	x(far)/(upa)	Number of Rooms*	sf/1,000	x(tgr)	cap.	Proj. trips
(1) Motel	N/A	N/A	115	N/A	5.6	0.59	380
Total							380
Proposed Land Use Designation:		Commercial General,					
Proposed Use	sf/acre(s)	(upa)	Number of Rooms**	sf/1,000	x(tgr)	cap.	Proj. trips
(1) Motel	N/A	N/A	203	N/A	5.6	0.59	670
*Existing Number of Rooms: 115		**Proposed Number of Rooms: 203		Total		670	
Potential Additional Daily Trips:		290					
ROADWAY IMPACT DATA - Trip Distribution							
Road(s)		% Distribution			Traffic Vol. (AADT)		
		2013	2035		2013	2035	
(1)	54th Ave. North	290	290	existing	21,325	33,934	
	Haines Rd to I-275 Ramp	100	100				
(2)	I-275	45	45	existing	152,000	169,500	
	54th Ave. North to 38th Ave. North	0.22	0.22	proposed	152,045	169,545	
(3)	I-275	32	32	existing	141,000	170,000	
	54th Ave. North to Gandy Blvd.	0.16	0.16	proposed	141,032	170,032	
Road(s)		LOS	V/CR	extg.	w/ chg.	extg.	w/ chg.
(1)	54th Ave. North	D	0.48	D	D	D	D
	Haines Rd to I-275 Ramp						
(2)	I-275	E	0.92	E	E	F	F
	54th Ave. North to 38th Ave. North						
(2)	I-275	F	1.213	F	F	F	F
	54th Ave. North to Gandy Blvd.						
				Ln Cfg	Improv.	Year	Ln Cfg
(1)	54th Ave. North	Haines Rd to I-275 Ramp		6D	N/A	N/A	6D
(2)	I-275	54th Ave. North to 38th Ave. North		8F	N/A	N/A	8F
(2)	I-275	54th Ave. North to Gandy Blvd.		6F	N/A	N/A	6F
AADT = Average Annual Daily Trips				Ln. = Lanes			
AC = Acres				LOS = Level of Service			
CAP = Capture Rate (i.e., % new trips)				LTCM = Long Term Concurrency Management Corridor			
CCC = Congestion Containment Corridor				MPO = Metropolitan Planning Organization			
CFG = Configuration				N/A = Not applicable			
CMS = Concurrency Management System				PC = Partially controlled access			
CON = Constrained County Corridor				PH = Peak Hour			
Const. = Construction				SF = Square Feet			
D/U = Divided/undivided				TGR = Trip Generation Rate			
E = Enhanced				UPA = Units Per Acre			
FAR = Floor Area Ratio				UTS = Units (dwelling)			
FDOT = Florida Department of Transportation				V/CR = Volume-to-Capacity Ratio			
DEF= Deficient State Road				MIS= Mitigating Improvement Scheduled			
2035 traffic volumes from MPO, adjusted FDOT Regional Transportation Analysis model output							
Average daily level of service based on Generalized Daily LOS Volume Tables from FDOT 2010 LOS Manual							

Impact Assessment and Background Data for Staff Report

**Amendment to the Pinellas County Future Land Use Map
and Pinellas County Zoning Atlas Map**

LU: 9-5-14

Street Address: 2595 54th Avenue North in the unincorporated area of St. Petersburg.

Parcel Number: 35/30/16/00000/430/1800

Prepared by: RAB

Date: 10/10/14

Proposed Amendment From:

Future Land Use Designation(s): RM, CG, &RFO-P acres 5.4

Zoning Designation(s): C-2 acres 5.4

Proposed Amendment To:

Future Land Use Designation(s): CG acres 5.4

Zoning Designation(s): C-2 acres 5.4

Development Agreement? No ☐ Yes ☒ New ☐ Amended ☐

Affordable Housing Density Bonus? No ☒ Yes ☐ How many units:



INFRASTRUCTURE IMPACTS
SOLID WASTE IMPACT ASSESSMENT

LAND USE DESIGNATIONS	SOLID WASTE Total Tons/Year *
EXISTING	
Residential Medium, Commercial General, and Resort Facilities Overlay-Permanent	Negligible
PROPOSED	
Commercial General	Negligible
NET DIFFERENCE	Negligible

* (Non Residential) Gross Floor Area x Solid Waste Disposal Rate / 2,000 lbs = Total Tons per Year

* (Residential) Units x Annual Per Capita Rate = Total Tons per Year

Note: Based upon Solid Waste Disposal Rate determined by DUS Consultants for the Solid Waste Authority of Palm Beach County.

POTABLE WATER AND SANITARY SEWER IMPACT ASSESSMENT

LAND USE DESIGNATIONS	POTABLE WATER GPD *	WASTEWATER GPD*
EXISTING		
Residential Medium, Commercial General, and Resort Facilities Overlay- Permanent	115 Room Motel/Hotel x 135 GPD per room = 15,525 GPD	115 Room Motel/Hotel x 135 GPD per room = 15,525 GPD
PROPOSED		
Commercial General	203 Room Motel/Hotel x 135 GPD per room = 27,405 GPD	203 Room Motel/Hotel x 135 GPD per room = 27,405 GPD
NET DIFFERENCE	+11,880 GPD	+11,880 GPD

* (Non Residential) Gross Floor Area x Consumption Rate = GPD

* (Residential) Number of Units x Consumption Rate = GPD

NOTE: GPD = Gallons per Day

TRANSPORTATION AND ROADWAY IMPACTS

	YES or NO	COMMENTS
Is the proposed amendment located within one half mile of a concurrency corridor (i.e., constrained, congestion containment, and/or long term concurrency)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See staff report for details.



management corridor)?		
Is the amendment located along a scenic/non-commercial corridor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	See staff report for details.

ENVIRONMENTAL AND SITE CONDITIONS

	YES or NO	COMMENTS
Identify any onsite soils. Are any classified as "very limited" or "subject to subsidence?"	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	The site contains Myakka Soils & Urban Land, which has been classified as "very limited", but suitable for urban development.
Are there any threatened, endangered or listed habitats or species onsite (including species of special concern)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Identify onsite vegetation; does the site contain any significant native vegetative communities (e.g., sandhill).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the site located within the wellhead protection zone and/or aquifer recharge area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Identify the watershed in which the site is located.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The subject area is located within the Sawgrass Lake watershed.
Is the site located within the 25 year floodplain?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the site located within the 100 year floodplain?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the site contain, or is it adjacent to any wetlands, rivers, creeks, lakes, marshes, Tampa Bay or the Gulf of Mexico, etc.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

*The standard categories of soil classifications (i.e., severe, very severe etc.) have been replaced by Building Site Development Limitations (i.e., somewhat limited, very limited etc.)

PUBLIC SAFETY

	YES or NO	COMMENTS
Is the site located with the coastal storm area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the site located within a hurricane evacuation zone. If so, identify the zone.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	C
Identify the Fire District serving the proposed development.		The subject site is located within the Lealman Fire District.



COMMUNITY IMPACTS

	YES or NO	COMMENTS
Will approval of this amendment affect the provision of affordable housing; if so, explain the positive/negative impacts.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the applicant sought/been issued an affordable housing finding by the Department of Community Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will the approval of the amendment result in the displacement of mobile home residents?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will the approval of the amendment result in the elimination of a water-dependent land use such as a marina or boat ramp? If so, identify how many ramps/lanes or slips will be eliminated.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Would the amendment affect beach/waterfront accessibility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the amendment located within a County redevelopment/revitalization area; if so, is the amendment consistent with the community revitalization plan, vision, etc.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Would the amendment have a significant impact on an adjacent local government?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the amendment located within a designated brownfield area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will the proposed amendment affect public school facilities?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Has the property been the subject of a previous amendment proposal within the last 12 months?

Yes ☐ No ☒

Is the property within 200 feet of a property under same owner that has been amended within the past 12 months?

Yes ☐ No ☒

ATTACH THE FOLLOWING:

- ___ Location Map
- ___ Future Land Use Map with zoning designations
- ___ Aerial

