

ORDINANCES 2015

- 15-01 **Amend** Chapter 104 in the Land Development Code (4/23/15)
- 15-02 **Rezone** Douglas Ave corridor ONLY City-Initiated Rezoning to Form-Based Medium (FX-M) (3/19/15)
- 15-03 **Not Used**
- 15-04 **Amend** CH 103, LDC, Bldg Height, Lodging, Encroachments (2/19/2015)
- 15-05 **Not Used**
- 15-06 Authorize DEV-S/D-LDO 14-57.00 Z/C Development Agreement Fenway (3/5/15)
- 15-07 **Amend** Comp Plan re TDR, Hotel Density & Intensity (6/18/15)
- 15-08 **Annex** 29870 U.S. Highway 19 N AN-LUP-Zo 14-59.00 Z/C (3/19/2015)
- 15-09 LUP 29870 U.S. Highway 19 N AN-LUP-Zo 14-59.00 Z/C (3/19/2015)
- 15-10 **Zone** 29870 U.S. Highway 19 N AN-LUP-Zo 14-59.00 Z/C (3/19/2015)
- 15-11 **Rezone** the Corner of State Road 580 and Overcash Drive (6/4/15)
- 15-12 **Rezone** City init Patricia Ave & Causeway Blvd to FX-M (Zo 15-52.00 Z/C) (5/21/15)
- 15-13 **Amend** Ord. 03-24 Sec. 3 membership; terms/Repeal Ords. 05-24 and 10-05 Sec. 4 membership; terms. Re: Board of Finance (4/9/15)
- 15-14 **Rezone** 821 Victoria Dr (6/18/15)
- 15-15 **Annex** 2033 Brady Drive AN-LIP-Zo 15-55.00 Z/C (6/18/15)
- 15-16 LUP 2033 Brady Drive AN-LIP-Zo 15-55.00 Z/C (6/18/15)
- 15-17 **Zone** 2033 Brady Drive AN-LIP-Zo 15-55.00 Z/C (6/18/15)

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- 15-18 **Amend** Section 1-2 of the Code of Ord. to Revise Definitions (5/21/15)
- 15-19 **Amend** Sections 2-63, 2-93, 2-142, 2-143, and 2-144 of the Code of Ord. (5/21/15)
- 15-20 **Repeal** Chapter 14 of the Code of Ord. (5/21/15)
- 15-21 **Amend** sections 26-2 and 26-75 of the Code of Ord. (5/21/15)
- 15-22 **Amend** Ord. 03-24; Adding two Alt Members on the Board of Finance (6/4/15)
- 15-23 **Annex** 29870 U.S. Highway 19 N AN-LUP-Zo 14-59.01 Z/C (7/30/2015)
- 15-24 LUP 29870 U.S. Highway 19 N AN-LUP-Zo 14-59.01 Z/C (7/30/2015)
- 15-25 **Zone** 29870 U.S. Highway 19 N AN-LUP-Zo 14-59.01 Z/C (7/30/2015)
- 15-26 LUP 2641 Michael PI DEV-LUP-ZO-S/D 15-56.00 (12/3/2015)
- 15-27 **Zone** 2641 Michael PI DEV-LUP-ZO-S/D 15-56.00 (12/3/2015)
- 15-28 Authorize Development Agreement between the City and AV Florida Holdings LLC (12/3/2015)
- 15-29 **Rezone** 1410 Main St, 1402 Carnation Dr, 1410 Carnation Dr, and 1418 Carnation Dr (9/3/15)
- 15-30 **Amend** Chapter 104 of the Code of Ordinances in its entirety (12/17/15)
- 15-31 **Amend** Chapter 105 of the Code of Ordinances in its entirety (01/07/16)
- 15-32 **Amend** Chapter 106 of the Code of Ordinances in its entirety (12/17/15)
- 15-33 **Amend** Appendix C of LDC (9/3/15)
- 15-34 Gateway Development Agreement (9/17/15)

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- 15-35** **Rezone** properties located at 375, 403 and 407 Patricia Ave and 1060 and 1065 Scotsdale St. App# ZO 15-59.00 (12/17/15)
- 15-36** Authorize Development Agreement between the City and Development Agreement: Dunedin Commons, LLC (12/17/15)
- 15-37** **Rezone** properties located at 375, 403 & 407 Patricia Ave and 1060 & 1065 Scotsdale St. App# DEV-S/D-ZO-LDO 15-60.00 (12/17/15)
- 15-38** **Withdrawn**
- 15-39** **Not Used**
- 15-40** **Repeal** Ch. 105-22 Floodplain Management and adopt new Ch. 105-42 (12/17/15)
- 15-41** **Rezoning** some properties located on Highland Ave, Highland Ct, and Howard Ave. App# ZO 15-59.00 (12/17/15)
- 15-42** **Rezone** some properties located on Bayshore Blvd, Beltnes St., County Road 1, Palm Blvd, San Christopher Dr., Santa Anna and S Paula Dr. App# ZO 15-59.00 (12/17/15)
- 15-43** **Amend** Chapter 38 section 38-35 of the Code of Ordinances (12/17/15)
- 15-44** Dev. Agmt 203 N. Marion Street, L.L.C. (3/3/16)
- 15-45** **Annex** properties 1441 and 1461 Virginia Street. AN-LUP-ZO-S/D-LDO 15-64.01 (3/16/16)
- 15-46** LUP properties 1441 and 1461 Virginia Street. AN-LUP-ZO-S/D-LDO 15-64.01 (3/16/16)
- 15-47** **Zoning** properties 1441 and 1461 Virginia Street. AN-LUP-ZO-S/D-LDO 15-64.01 (3/16/16)

ORDINANCE 15-01

AN ORDINANCE AMENDING CHAPTER 104 OF THE LAND DEVELOPMENT CODE OF THE CITY OF DUNEDIN; PROVIDING FOR THE AMENDMENT OF SUBPARAGRAPH (B) OF SECTION 104-10.1; TO AMEND STEP 3 BY DELETING THE TERMS "FINAL DESIGN REVIEW (SEE § 104-24.8) &"; BY AMENDING SECTION 104-24.7.2 TO PROVIDE MANDATORY NEIGHBORHOOD REVIEW OF COMMERCIAL OR INSTITUTIONAL PROJECTS ABUTTING RESIDENTIALLY ZONED PROPERTIES, AND PUBLIC HEARING REQUIREMENTS; BY AMENDING SECTION 104-24.7.3.1 REGARDING NEIGHBORHOOD MEETING AND PUBLIC HEARING REQUIREMENTS; BY DELETING SECTION 104-24.8 IN ITS ENTIRETY; BY AMENDING SECTION 104-24.11.1 TO DELETE "FINAL" FROM "DESIGN REVIEW" IN THE FIRST LINE; TO PROVIDE THAT THE SITE PLAN, ARCHITECTURAL RENDERINGS AND GREEN SPACE PLAN ARE CONCEPTUAL AND MAY NEED TO BE MODIFIED; TO CHANGE THE PERCENTAGE FROM 5 PERCENT (5%) TO TEN PERCENT (10%); TO ADD "OR DECREASE" AFTER "INCREASE"; TO REPLACE THE TERM "AMENDMENTS" WITH "MODIFICATIONS"; AND TO REPLACE THE TERMS "AUTHORIZED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT" WITH "APPROVED"; BY ADDING SECTION 104-80 TRANSFER OF DEVELOPMENT RIGHTS; BY ADDING SECTION 104-80.1 TO PROVIDE THE PURPOSE OF ESTABLISHING PROCEDURES FOR TRANSFER OF DENSITY FROM NONCONTIGUOUS LAND PARCELS TO ANOTHER; BY ADDING SECTION 104-80.2 TO PROVIDE THE PURPOSE FOR THE TDR ORDINANCE; BY ADDING SECTION 104-80.3 REGARDING THE CITY'S AUTHORITATIVE RIGHTS; BY ADDING SECTION 104-80.4 REGARDING TRANSFER OF DEVELOPMENT RIGHTS AND REQUIREMENTS THEREOF; BY ADDING SECTION 104-80.5 REGARDING DETERMINATION OF DEVELOPMENT RIGHTS AND TDR CERTIFICATE; BY ADDING SECTION 104-80.6 REGARDING RESPONSIBILITIES OF ZONING ADMINISTRATOR, APPLICATIONS FOR A DEVELOPMENT PERMIT, AND TRANSFER OF DEVELOPMENT RIGHTS CERTIFICATES; BY ADDING SECTION 104-80.7 REGARDING INSTRUMENT OF TRANSFER OF DEVELOPMENT RIGHTS; BY ADDING SECTION 104-81 REGARDING

DENSITY/INTENSITY AVERAGING; BY ADDING SECTION 104-81.1 REGARDING ESTABLISHING A PROCEDURE FOR DENSITY/INTENSITY AVERAGING BETWEEN TWO CONTIGUOUS LAND PARCELS SUBJECT TO THIS SECTION'S REQUIREMENTS; BY ADDING SECTION 104-81.2 TO PROVIDE THE PURPOSE FOR THE DENSITY/INTENSITY ORDINANCE; BY ADDING SECTION 104-81.3 REGARDING CITY'S INTENT TO EXERCISE ITS AUTHORITY IN ACCORDANCE WITH THE REQUIREMENTS OF F.S. § 163.3171(1) AND THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT; BY ADDING SECTION 104-81.4 REGARDING RIGHT TO DENSITY/INTENSITY AVERAGE BETWEEN PARCELS; BY ADDING SECTION 104-81.5 REGARDING DETERMINATION OF DEVELOPMENT RIGHTS; BY ADDING SECTION 104-81.6 REGARDING ADMINISTRATION; BY ADDING SECTION 104-81.7 REGARDING INSTRUMENT OF TRANSFER; BY ADDING DEFINITIONS TO APPENDIX A OF THE LAND DEVELOPMENT CODE FOR "RECEIVING PARCEL", "SENDING PARCEL", "TRANSFeree" AND "TRANSFEROR"; BY REPLACING APPENDIX B OF THE LAND DEVELOPMENT CODE IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, subsequent to the adoption of Chapter 104 of the Land Development Code, certain changes, corrections, and amendments are necessary for the proper functioning of the code; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Section 104-10.1 of Chapter 104 of the Land Development Code of the City of Dunedin is amended to read as follows:

104-10.1 - Generally

No development or development activity is permitted unless all applicable development approvals are issued in accordance with this chapter. Development approvals are required for all development, unless otherwise stated, to ensure compliance with the various adopted codes, standards, and laws, and to ensure consistency with the comprehensive plan and policies of the city. This division describes procedural elements common to all applications. The specific procedures followed in reviewing various applications for development approval differ. Reference shall be made to the appropriate section in this chapter, which addresses the procedures and requirement of a particular application. Generally, the procedures for all applications have five common elements:

- A) Submittal of a complete application, including required fee payments and appropriate information and studies;
- B) Review of the submittal by appropriate staff, agencies, and boards;
 - Step 1 - Concurrency Review (see Chapter 106 - Concurrency)
 - Step 2 - Preliminary Concept Review (see § 104-24.6)
 - Step 3 - Parkland Dedication (see § 104-26) if applicable
 - Step 4 - Infrastructure/Site Construction Plan Review (see § 104-50)
 - Step 5 - Infrastructure/Site Construction Permit Issuance
 - Step 6 - Infrastructure/Site Construction Final Inspection and Approval (see § 104-50)
 - Step 7 - Platting Procedures (see § 104-60)
 - Step 8 - Recording of Plat (see § 104-60)
 - Step 9 - Building Permit(s) for Vertical Construction
- C) A decision to approve, approve with conditions, or deny
- D) If necessary, amending the decision; and
- E) Recording the decision.

Section 2. That Section 104-24.7 of Chapter 104 of the Land Development Code of the City of Dunedin is amended to read as follows:

104-24.7 - Neighborhood Participation Plan

104-24.7.1 - Purpose

The purpose of citizen participation is to:

- Encourage applicants to pursue early and effective communication with the affected public in conjunction with applications, giving the applicant an opportunity to understand and attempt to mitigate any adverse impact of the proposed project on the adjoining community and to educate and inform the public;

- Provide citizens and property owners of affected areas with an opportunity to learn about applications and to work with applicants to resolve concerns at an early stage of the process; and
- Facilitate ongoing communication between the applicants, and interested citizens.

104-24.7.2 - Applicability

It is the policy of the city to encourage applicants to meet with surrounding neighborhoods prior to filing an application for a development approval requiring review and public hearing. Neighborhood review is mandatory for any commercial or institutional project abutting any residentially zoned property. At the option of the applicant, citizen participation may be included as a preparatory step in the development process for staff level design review. This section requires neighborhood meetings prior to the public hearing; it requires the documentation of efforts made to resolve any potential concerns prior to the formal application process.

104-24.7.3 - Recommended Procedures for the Neighborhood Participation Plan

104-24.7.3.1 - Meetings

The applicant shall hold at least one meeting with surrounding neighborhoods before the first public hearing.

104-24.7.3.2 - Affected Neighborhood Area

The affected neighborhood area shall include property owners and/or neighborhood associations within the public hearing notice area required by state statute and the LDC (see § 104-12 *Notice Provisions* of this chapter). Mailed notices to the effected neighborhood area shall include general information about the project and its location, in addition to the date, time, and location where the neighborhood meeting for citizen participation will take place.

104-24.7.3.3 - Report on Implementation of Citizen Participation

The applicant shall provide a written report on the results of his/her citizen participation efforts with the filing of the final design review application. The report shall be forwarded to the reviewing agencies. At a minimum, the citizen participation report shall include details of techniques the applicant used to involve the public, including:

- A) Invitation content, dates mailed, list of addresses noticed, and copy of any other meeting notices or publications;

- B) Attendance sheet providing the name, address, and contact information of all those participating; and
- C) A summary of concerns, issues, and problems expressed during the meeting(s), and how the application will address or is unable to address such concerns, issues, or problems.

Section 3. That Section 104-24.11 of Chapter 104 of the Land Development Code of the City of Dunedin is amended to read as follows:

104-24.11 – Modifications to Approved Design Review Submittals During Infrastructure and Building Permit Approval

The site plan, architectural renderings, and green space plan presented in the Design Review process are conceptual in nature and may need to be modified to satisfy the technical requirements of infrastructure and vertical building permit approvals. Modifications to a previously approved design review submittal shall be classified as either a minor or major revision. Minor amendments may be administratively approved by the appropriate members of the Development Review Committee and will not be subject to review by the local planning agency or city commission. Major amendments will require local planning agency and city commission approval.

104-24.11.1 - Minor Amendments

Minor amendments to an approved final design review application include a shift in on-site location and change in size, shape, intensity, or configuration of less than ten (10%) percent; or a ten (10%) percent or less increase or decrease in either impervious surface or floor area over what was originally approved. Minor modifications may be approved provided that they comply with all of the following criteria:

- A) No previous minor amendment has been granted pursuant to this section;

Section 4. That Section 104-80 of Chapter 104 of the Land Development Code of the City of Dunedin is added to read as follows:

104-80 TRANSFER OF DEVELOPMENT RIGHTS (TDR)

104-80.1 - Generally

This section is to establish a procedure for the transfer of density from one noncontiguous land parcel to another noncontiguous land parcel subject to the requirements of this section.

104-80.2 - Purposes

The purposes of this ordinance are to:

- (A) Preserve open space, scenic views, critical and sensitive areas, and natural hazard areas.
- (B) Retain open areas in which healthful outdoor recreation can occur.
- (C) Allow flexibility for the redevelopment of the City's commercial corridors and downtown core.
- (D) Protect lands and structures of aesthetic, architectural, and historic significance.
- (E) Ensure that the owners of preserved, conserved, or protected land may make reasonable use of their property rights by transferring their right to develop to eligible zones.
- (F) Provide a mechanism whereby development rights may be reliably transferred.
- (G) Ensure that development rights are transferred to properties in areas or districts that have adequate community facilities, including transportation, to accommodate additional development.

104-80.3 - Authority

In accordance with the requirements of F.S. § 163.3171(1), the city hereby declares its intent to exercise all authority under the Local Government Comprehensive Planning and Land Development Regulation Act for the total area under its jurisdiction and any additional area annexed to the city in the future. Furthermore, the city shall, in its planning, establish policies and plans for areas adjacent to the city to be applicable to such areas upon annexation.

104-80.4 - Right to Transfer Development Rights

Transfer of development rights shall be as provided for in the applicable local government comprehensive plan, special area plans, and land development regulations, subject to the following:

- (A) The land use characteristics within any given Countywide Plan Map category shall be consistent with those land use characteristics enumerated for each Countywide Plan Map category, and no transfer of development rights shall be permitted which is inconsistent with the use characteristics of a given Countywide Plan Map category.
- (B) There shall be no transfer of development rights from existing developed property, irrespective of whether or not that property has

been developed to the maximum density/intensity permitted under the Countywide Plan and Countywide Rules, except for preservation of archaeological, historical, environmental, or architectural sites or features or for Leadership in Energy and Environmental Design (LEED) building certification purposes.

- (C) Transfer of development rights is permitted between all Countywide Plan Map categories except as follows:
 - 1. There shall be no transfer to the Recreation/Open Space or Preservation categories.
 - 2. There shall be no transfer from the Activity Center (AC), Central Business District (CBD), Community Redevelopment District (CRD) or Planned Redevelopment (PR) categories governed by a special area plan, except as may be provided for in such special area plan.

- (D) The maximum permitted density/intensity of the Countywide Plan Map category for any parcel of land to which development rights are transferred shall not exceed twenty-five (25) percent of the otherwise maximum permitted density/intensity allowed for each respective Countywide Plan Map category applicable to such parcel, except as may be otherwise specifically provided for as follows:
 - 1. Within the AC, CBD, CRD and PR categories on the Countywide Plan Map governed by a special area plan, the transfer of development rights and permitted increase in maximum density/intensity as a function of such transfer shall be governed by the provisions of the applicable special area plan.

- (E) Any transfer of development rights pursuant to this ordinance authorizes only an increase in maximum density or maximum floor area ratio and shall not alter or waive the development standards of the receiving district, including standards for floodplains, wetlands, and [other environmentally sensitive areas]. Nor shall it allow a use otherwise prohibited in a receiving district.

104-80.5 - Determination of Development Rights; TDR Certificate

- (A) Where development rights are transferred from a sending parcel, that property shall only be used in a manner and to the extent specified in the transfer and recording mechanism. Any parcel from which development rights are transferred will be limited to the use and density/intensity that remains after the transfer. In particular:

1. The residual development rights on the sending parcel will be limited to the remnant use and density/intensity available under the Countywide Plan Map category, and not otherwise transferred.
 2. Determination of available remnant use and density/intensity for any mixed use, or combination of distinct uses, shall be in accord with the consistency criteria as set forth in Sec. 4.2.3 and 4.2.4 of the Countywide Rules.
 3. Neither the use nor density/intensity of a sending parcel shall be double-counted and the transfer of development rights shall not result in any combination of use or density/intensity above that which was otherwise permitted under the applicable Countywide Plan Map category for each the sending and receiving parcels, when taken together.
 4. A sending parcel from which all development rights are transferred shall not thereafter be available for use except consistent with the use characteristics and density/intensity standards of the Recreation/Open Space category, except for sending parcels classified as Preservation or required to be classified as Preservation as a function of the transfer, in which case such parcels shall be limited to the use characteristics and density/intensity standards of the Preservation category.
- (B) Where all development rights have previously been transferred from a sending parcel through a local government approved or Countywide Plan Map approved process, no additional development rights shall be transferable from that sending parcel.
- (C) There shall be no transfer of development rights from or to submerged land, or from outside the coastal high hazard area into the coastal high hazard area.
- (D) Where development rights cannot otherwise be determined for the Preservation or Recreation/Open Space category based on local government provisions for transfer of development rights, such categories shall be assigned a maximum density/intensity of one (1) dwelling unit or five (5) percent floor area ratio per acre, or both, as is applicable based on the use characteristics to be utilized in the receiving parcel for any transfer of development rights under the Countywide Plan Map and these Countywide Rules.
- (E) Where an entire parcel of property is located in a Preservation or Recreation/Open Space category, and the development rights of such parcel have not been and cannot be transferred, such

property shall be permitted a minimum beneficial use subject to the various provisions of these Countywide Rules and the Countywide Plan Map, but private property shall not be taken without due process of law and the payment of just compensation.

104-80.6 - Administration

(A) Zoning Administrator responsibilities:

1. Determining, upon application by a transferor, the development rights that may be transferred from a property in a sending district to a property in a receiving district and issuing a transfer of development rights certificate upon application by the transferor.
2. Maintaining permanent records of all certificates issued, deed restrictions and covenants recorded, and development rights retired or otherwise extinguished, and transferred to specific properties.
3. Making available forms on which to apply for a transfer of development rights certificate.

(B) The application shall be part of an application for a development approval. The transfer of development rights application shall contain:

1. A signed written agreement between the applicant and a proposed original transferor, which contains information required by Section 104-80.6 below and in which the proposed transferor agrees to execute an instrument of such rights on the proposed receiving parcel when the use of those rights, as determined by the issuance of a development permit, is finally approved.
2. A certificate of title for the sending parcel prepared by an attorney licensed to practice law in the State of Florida.
3. Two copies of a signed and sealed survey of the proposed sending parcel and a legal description of the sending parcel prepared by licensed land surveyor.
4. A statement of the type and number of development rights in terms of density or FAR being transferred from the sending parcel, and calculations showing their determination.
5. Applicable fees.

6. Such additional information required by the zoning administrator as necessary to determine the number of development rights that qualify for transfer.
- (C) A transfer of development rights certificate shall identify:
1. The transferor and the transferee.
 2. A legal description of the sending parcel on which the calculation of development rights is based.
 3. A statement of the number of development rights in either dwelling units per net acre or square feet of nonresidential floor area eligible for transfer.
 4. If only a portion of the total development rights are being transferred from the sending property, a statement of the number of remaining development rights in either dwelling units per net acre or square feet of nonresidential floor space remaining on the sending property.
 5. The date of issuance.
 6. The signature of the zoning administrator.
 7. A certificate number assigned by the zoning administrator.

104-80.7 - Instrument of Transfer

- (A) Any project utilizing transfer of development rights shall require the local government having jurisdiction to provide for a recording mechanism, in a form approved by the Countywide Planning Authority, which shall as a minimum, require written evidence of the transfer of development rights in a document to be recorded in the public records with the Clerk of the Circuit Court for Pinellas County, and a record copy of same to be filed with the PPC.
1. An instrument of transfer shall conform to the requirements of this Section and contain the following information.
 - (a) The names of the transferor and the transferee.
 - (b) A certificate of title for the rights to be transferred prepared by an attorney licensed to practice law in the State of Florida.
 - (c) A legal description and plat of the sending parcel prepared by a licensed surveyor named in the instrument;

- (d) The transfer of development rights certificate described in Section 104-80.4 above.
- (e) A covenant the transferor grants and assigns to the transferee and the transferee's heirs, assigns, and successors, and assigns a specific number of development rights from the sending parcel to the receiving parcel.
- (f) A covenant by which the transferor acknowledges that he has no further use or right of use with respect to the development rights being transferred.
- (g) A covenant indicating the number of development rights remaining on the sending parcel and stating the sending parcel may not be subdivided or developed to a greater density or intensity than permitted by the remaining development rights.
- (h) A covenant that all provisions of the instrument of original transfer shall run with and bind the sending parcel and may be enforced by the City of Dunedin.
- (i) Any other relevant information or covenants.

Section 5. That Section 104-81 of Chapter 104 of the Land Development Code of the City of Dunedin is added to read as follows:

104-81 DENSITY / INTENSITY AVERAGING

104-81.1 - Generally

This section is to establish a procedure for the transfer of density from one noncontiguous land parcel to another noncontiguous land parcel subject to the requirements of this section.

104-81.2 - Purposes

The purposes of this ordinance are to:

- (A) Allow flexibility for the redevelopment of the City's commercial corridors and downtown core.
- (B) Protect lands and structures of aesthetic, architectural, and historic significance.
- (C) Provide a mechanism whereby development rights may be reliably averaged.

- (D) Ensure that development rights are averaged between properties in areas or districts that have adequate community facilities, including transportation, to accommodate additional development.

104-81.3 - Authority

In accordance with the requirements of F.S. § 163.3171(1), the city hereby declares its intent to exercise all authority under the Local Government Comprehensive Planning and Land Development Regulation Act for the total area under its jurisdiction and any additional area annexed to the city in the future. Furthermore, the city shall, in its planning, establish policies and plans for areas adjacent to the city to be applicable to such areas upon annexation.

104-81.4 – Right to Density / Intensity Average Between Parcels

Density / intensity averaging shall be permitted as provided for in this section.

- (A) Density / intensity averaging may occur from any Future Land Use Map (FLUM) category to any other Plan category, except as follows:
 1. There shall be no density / intensity averaging to the Preservation or Recreation/Open Space Plan categories.
 2. There shall be no density / intensity averaging from the Activity Center (AC), Community Redevelopment District (CRD) or Planned Re-development (PR) categories governed by a special area plan, except as may be provided for in such special area plan.
 3. There shall be no density / intensity averaging from or to submerged land or from outside the coastal high hazard area into the coastal high hazard area.
- (B) Density / intensity averaging may occur only in accordance with the following:
 1. Aggregation within contiguous property(ies) in the same Plan category based on the maximum density / intensity allowed in that category.
 2. Aggregation within contiguous property(ies) in different Plan categories based on the maximum density/intensity allowed in the combination of applicable categories, provided that the subject area does not exceed a maximum area of five (5) acres.
 3. Such aggregation of density / intensity as provided for in either A. or B. above shall require the property(ies) to be subject to a local government site plan or comparable approval process and a written record of the density / intensity averaging recorded in the public

record with the Clerk of the Circuit Court for Pinellas County, and a record copy of same filed with the Pinellas Planning Council.

- (C) Density / intensity averaging as otherwise governed by these Rules shall be allowed to include any development rights available to, but previously unused by, existing developed property that is being added to or redeveloped using the density / intensity averaging provisions of these Rules.

104-81.5 - Determination of Development Rights

- (A) Where development rights are averaged between two parcels, the properties shall only be used in a manner and to the extent specified in the recording mechanism.

104-81.6 - Administration

- (A) Zoning Administrator responsibilities.
 1. Maintaining permanent records of all certificates issued, deed restrictions and covenants recorded, and development rights averaged between two contiguous parcels.
 2. Making available forms on which to apply for density / intensity averaging.
- (B) The application shall be part of an application for a development permit. The density / intensity averaging application shall contain.
 1. A signed written agreement between the two parcel owners.
 2. A certificate of title for each parcel prepared by an attorney licensed to practice law in the State of Florida.
 3. Two copies of signed and sealed surveys, including legal descriptions, for the proposed parcels prepared by licensed land surveyor.
 4. A statement of the type and number of development rights in terms of density or intensity being averaged.
 5. Applicable fees.
 6. Such additional information required by the zoning administrator as necessary to determine the number of development rights that qualify for averaging.

- (C) A density / intensity averaging certificate shall identify:
1. The two parcel owners.
 2. A legal description of the two parcels to be averaged on which the calculation of development rights is based.
 3. A statement of the number of development rights in either dwelling units per net acre or square feet of nonresidential floor area eligible for averaging.
 4. If only a portion of the total density/intensity available for averaging is used, a statement of the number of remaining development rights in either dwelling units per net acre or square feet of nonresidential floor area remaining on the properties.
 5. The date of issuance.
 6. The signature of the zoning administrator.
 7. A certificate number assigned by the zoning administrator.

104-81.7 - Instrument of Transfer

- (A) Any project utilizing density/intensity averaging shall require the local government having jurisdiction to provide for a recording mechanism, in a form approved by the Countywide Planning Authority, which shall as a minimum, require written evidence of the density / intensity averaging in a document to be recorded in the public records with the Clerk of the Circuit Court for Pinellas County, and a record copy of same to be filed with the PPC.
1. An instrument of transfer shall conform to the requirements of this Section and contain the following information.
 - (a) The names of the parcel owners.
 - (b) A certificate of title for the rights to be averaged prepared by an attorney licensed to practice law in the State of Florida.
 - (c) A legal description and survey of the parcels being averaged by a licensed surveyor named in the instrument.
 - (d) The density / intensity averaging certificate described in Section 104-81.6 (C) above.

- (e) A covenant between the parties, their heirs, assigns, and successors, that assigns a specific number of development rights to be averaged.
- (f) A covenant by which the transferor acknowledges that he has no further use or right of use with respect to the development rights being averaged.
- (g) A covenant indicating the number of development rights remaining on the parcels stating that the parcels may not be subdivided or developed to a greater density or intensity than permitted by the remaining development rights.
- (h) A covenant that all provisions of the instrument of averaging shall run with and bind the parcels and may be enforced by the City of Dunedin.
- (i) Any other relevant information or covenants.

Section 6. That Appendix A of the Land Development Code shall be amended to add the following definitions:

Receiving Parcel – means a parcel of land that is the subject of a transfer of development rights, where the owner of the parcel is receiving development rights, directly or by intermediate transfers, from a sending parcel, and on which increased density and/or intensity is allowed by reason of the transfer of development rights.

Sending Parcel – means a parcel of land that is the subject of a transfer of development rights, where the owner of the parcel is conveying development rights of the parcel, and on which those rights so conveyed are extinguished and may not be used by reason of the transfer of development rights.

Transferee – means the person or legal entity, including a person or legal entity that owns the receiving parcel that purchases the development rights.

Transferor – means the landowner of a sending parcel in a transfer of development rights.

Section 7. That Appendix B of the Land Development Code shall be replaced in its entirety with the attached Exhibit “A,” which is attached hereto and made a part hereof.

Section 8. That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 23rd day of April, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: April 09, 2015

READ SECOND TIME AND ADOPTED: April 23, 2015

Ordinance 15-01

Exhibit A

Appendix B
PLANT LIST

Plant List for Dunedin Landscape Code

The following plant species are recommended for planting providing the cultural requirements match the cultural conditions of the site where they will be planted.

Species: Includes the plant's scientific name followed by the common name

Native to Florida: Native species are tough, low maintenance, resistant to drought, disease, insects and better adapted to our climate. Many are beautiful and have much greater value to wildlife.

Soil: Xeric (X) is characterized by soils with coarse texture such as sandy soils and soils with good drainage. Xeric soils are typically infertile. Mesic (M) soils are medium textured loamy soils with a mixture of sand, silt and clay particles. They have average fertility and drainage. Hydric (H) soils are dominated by fine-textured clay particles, have poor drainage (retain water) and high fertility. It is important to match the tree to its soil type. Soil pH is a measure of a soil's acidity or alkalinity. Most trees prefer acidic soils, but some grow well in soils that are slightly alkaline.

Drought: Drought refers to a tree's ability to survive drought periods. A tree with a high drought tolerance can survive extended drought periods. However, even the most drought tolerant plants should receive irrigation in urban areas. Typically the driest months in Dunedin are, March, April, May, June and November.

Light: Light describes a tree's light needs. Some trees prefer full sun and will only flower in full sun (FS) while other trees either need partial shade (PS) or full shade (S).

Salt: Salt refers to a tree's ability to withstand aerosol salt spray. Some trees grow in areas of direct salt spray while other trees can only tolerate minimal salt in the air.

Wind Resistance: High wind resistant trees are recommended for our coastal community. Proper pruning for a central leader can help to make trees more wind resistant.

SHADE TREES						
Species	Native	Soil	Drought	Light	Salt	Wind Resistance
<i>Acer rubrum</i> , red maple	Yes	H	Med	FS/PS	Low	Med to Low

<i>Carya glabra</i> , pignut hickory	Yes	X-M	High	FS/PS	Low	High to Med
<i>Carya illinoensis</i> , pecan	No	X-M	High	FS	Low	Med
<i>Celtis laevigata</i> , sugarberry	Yes	M-H	High	FS/PS	Mod	High
<i>Jacaranda mimosifolia</i> , jacaranda	No	M-H	High	FS	Low	Low
<i>Juniperus silicicola</i> , Southern redcedar	Yes	X-M	High	FS	High	Med to Low
<i>Liquidambar styraciflua</i> , Sweetgum	Yes	M-H	Med	FS/PS	Mod	Med to High
<i>Magnolia grandiflora</i> , Southern magnolia and cultivars, City of Dunedin's official tree	Yes	X-M	High	FS/S	Mod	High
<i>Magnolia virginiana</i> , sweetbay	Yes	H	Low	FS/PS	Mod	Med to High
<i>Nyssa sylvatica</i> , blackgum Black tubelo	Yes	H	Med	FS/PS	Mod	Med to High
<i>Peltophorum pterocarpum</i> , Yellow poinciana	No	M	High	FS	Mod	Med to Low
<i>Pinus elliottii</i> , slash pine	Yes	X-M	High	FS/S	Mod	Med to Low
<i>Pinus palustris</i> , longleaf pine	Yes	X-M	High	FS/S	Mod	Med to Low
<i>Pinus taeda</i> , loblolly pine	Yes	M	Med	FS/PS	Mod	Med to Low
<i>Platanus occidentalis</i> , sycamore	Yes	M-H	Med	FS	Mod	Med to Low
<i>Quercus laurifolia</i> , laurel oak	Yes	M-H	Med	FS/PS	Low	Med to Low
<i>Quercus geminata</i> , sand live oak	Yes	X-M	High	FS/PS	High	High
<i>Quercus nigra</i> , water oak	Yes	M	Med	FS/PS	Low	Med to Low
<i>Quercus virginiana</i> , live oak	Yes	X-M	High	FS/PS	High	High
<i>Taxodium ascendens</i> , pond cypress	Yes	H	Med	FS/PS	Mod	High
<i>Taxodium distichum</i> , bald cypress	Yes	M-H	Med	FS/PS	Mod	High
<i>Ulmus alata</i> , winged elm	Yes	M-H	Med	FS/PS	Mod	Med to High
<i>Ulmus americana</i> , Florida elm	Yes	M-H	Med	FS/PS	Mod	Med to Low
<i>Ulmus parvifolia</i> , Chinese elm Incl. 'Drake', Allee, lacebark etc.	No	X-M	High	FS/PS	Mod	Med to Low

ORNAMENTAL TREES

Species	Native	Soil	Drought	Light	Salt	Wind Resistance
<i>Acacia farnesiana</i> , sweet acacia	Yes	X-M	High	FS	Mod	Med to High
<i>Callistemon citrinus</i> , bottlebrush	No	X-M	High	FS	Mod	Med to Low
<i>Cercis canadensis</i> , eastern redbud	Yes	X-M	High	FS/PS	Low	Med to High
<i>Chionanthus virginicus</i> , fringe tree	Yes	X-M	High	FS/PS	Low	
<i>Cordia boissieri</i> , white geiger	Yes	M-H	High	FS/PS	High	Med to Low
<i>Diospyros virginiana</i> , persimmon	Yes	M	High	FS/PS	Mod	Med to High
<i>Elaeocarpus decipens</i> , Japanese blueberry	No	M	High	FS/PS	High	Med to High
<i>Eriobotrya japonica</i> , loquat	No	X-M	High	FS/PS	Mod	Med to Low
<i>Ilex attenuate</i> , Eagleston holly	Yes	M	High	FS/PS	Mod	High
<i>Ilex cassine</i> , dahoon holly	Yes	H	Med	FS/S	Mod	High
<i>Ilex vomitoria</i> , yaupon holly	Yes	X-M	High	FS/S	High	High
<i>Ilex opaca</i> , American holly	Yes	M	High	FS/PS	High	High
<i>Lagerstroemia indica</i> , crape myrtle	No	X-M	High	FS	Mod	High
<i>Ligustrum japonicum</i> , wax privet	No	M	Med	FS/PS	Mod	Med to High
<i>Podocarpus macrophyllus</i> , Podocarpus	No	X-M	High	FS/PS	Mod	High
<i>Prunus angustifolia</i> , Chickasaw plum	Yes	X-M	High	FS	Low	Med to High
<i>Prunus umbellata</i> , Flatwoods Plum	Yes	X-M	High	FS/PS	Mod	Med to High
<i>Raphiolepis umbellata</i> , Round-leaf hawthorn	No	X-M	Med	FS/PS	High	Med to High
<i>Tabebuia chryсотicha</i> , Yellow trumpet tree	No	X-M	Med	FS	Mod	Med to Low
<i>Tabebuia heterophylla</i> Pink trumpet tree	No	X-M	High	FS	Mod	Med to Low
<i>Viburnum obovatum</i> , Walter's viburnum	Yes	M	Med	FS-PS	High	Med to High

PALMS

Note: Wind resistance depends on how a palm is pruned. Excessively pruned (Hurricane cut) palms have poor wind resistance. Properly pruned palms where just the dead fronds are removed have a higher wind resistance

Species	Native	Soli	Drought	Light	Salt	Wind Resistance
<i>Acoelorrhaphe wrightii</i> Paurotis palm	Yes	M-H	Med	FS/S	Med	Med to High
<i>Bismarckia nobilis</i> , Bismarck palm	No	M	Med	FS/PS	Mod	Unknown
<i>Butia capitata</i> , pindo palm	Yes	X-M	High	FS/PS	Mod	High
<i>Chrysalidocarpus lutescens</i> , Areca palm	No	M-H	Med	FS/S	Mod	High
<i>Livistona decora</i> , ribbon palm	No	X-M	High	FS/PS	Mod	Unknown
<i>Phoenix canariensis</i> , Canary island date palm	No	X-M	High	FS	High	High
<i>Phoenix dactylifera</i> , date palm	No	X-M	High	FS	High	High
<i>Phoenix Robellini</i> , Pygmy date palm	No	X-M	Med	FS/PS	Mod	High
<i>Sabal palmetto</i> , Sabal palm or cabbage palm	Yes	X-H	High	FS/S	High	High
<i>Wodyetia bifurcate</i> , foxtail palm	No	X-M	Med	FS/PS	Mod	Unknown

SHRUBS

Species	Native	Soil	Drought	Light	Salt	Mature Height
<i>Acca sellowiana</i> , pineapple guava	No	X-M	High	FS/PS	Low	8' - 15'
<i>Agarista populifolia</i> , Pipe-stem	Yes	M-H	Med	PS/S	Low	12'
<i>Ardisa escalloniodes</i> , marlberry	Yes	M	High	FS/PS	Low	10 - 20'
<i>Camellia japonica</i> , camellia	No	M	Med	PS	Low	10 - 20'

<i>Callicarpa americana</i> , beautyberry	Yes	X-H	High	FS/S	Mod	6 - 8'
<i>Carissa macrocarpa</i> , natal plum	No	X-M	High	FS/PS	High	2 - 20'
<i>Coccoloba uvifera</i> , seagrape	Yes	X-M	High	FS/PS	High	3 - 35'
<i>Codiaeum variegatum</i> , croton	No	X-H	Med	FS/PS	Mod	3 - 8'
<i>Conocarpus erectus</i> , Silver buttonwood	Yes	X-H	High	FS	High	5 - 50'
<i>Duranta erecta</i> , golden dewdrop	No	X-H	High	FS	Mod	4 - 18'
<i>Eugenia spp.</i> , white stopper	Yes	X-H	High	FS/PS	High	6 - 20'
<i>Forestiera segregata</i> , florida privet	Yes	M	High	FS/PS	High	4 - 15'
<i>Feijoa sellowiana</i> , feijoa	No	X-M	High	FS/PS	Mod	8 - 20'
<i>Hamelia patens</i> , firebush	Yes	X-H	Med	FS/S	Mod	5 - 20'
<i>Heptapleurum arboricola</i> Dwarf schefflera	No	X-H	High	FS/PS	Mod	4 - 15'
<i>Ilex cornuta</i> , Carissa holly	No	X-M	Med	FS/PS	Low	3 - 5'
<i>Ilex glabra</i> , gallberry	Yes	M-H	Med	FS/S	High	3 - 7'
<i>Ilex vomitoria</i> , Schellings dwarf	Yes	X-M	High	FS/PS	High	4 - 6'
<i>Illicium parviflorum</i> , yellow anise	Yes	M-H	Med	FS/PS	Low	6 - 20'
<i>Ixora coccinea</i> , ixora	No	X-M	High	FS/PS	Mod	6 - 15'
<i>Jasminum multiflorum</i> , Downy jasmine	No	X-M	Med	FS/PS	Low	5 - 10'
<i>Jasminum nitidum</i> , star jasmine	No	M	Med	FS/PS	Mod	10 - 20'
<i>Jatropha integerrima</i> , Jatropha	No	X-H	High	FS/PS	Mod	8 - 15'
<i>Juniperus chinensis</i> Cultivars such as Parsonii	No	X-M	High	FS/PS	Mod	2 - 3'
<i>Ligustrum japonica</i> , Japanese privet	No	X-M	High	FS/PS	Mod	8 - 12'
<i>Lyonia ferruginea</i> , rusty lyonia	Yes	M	High	FS/PS	Mod	10 - 12'
<i>Myrcianthus fragrans</i> Simpson's Stopper	Yes	X-H	Med	FS/S	High	6 - 30'

<i>Myrica cerifera</i> , wax myrtle	Yes	X-H	Med	FS/PS	Mod	10 - 30'
<i>Nerium oleander</i> , 'Petite pink'	No	X-M	Med	FS/PS	High	6 - 10'
<i>Philodendron selloum</i> , selloum	No	M	Med	FS/S	Low	1 - 12'
<i>Philodendron</i> "Xanadu"	No	M	Med	FS/S	Low	1 - 3'
<i>Pittosporum tobira</i> , pittosporum	No	X	High	FS/PS	High	1 - 12'
<i>Plumbago auriculata</i> , sky flower	No	X-M	Med	FS/PS	Mod	4 - 8'
<i>Podocarpus macrophyllus</i> Pringle Podocarpus	No	X-M	High	FS	High	3 - 6'
<i>Psychotria nervosa</i> , wild coffee	Yes	M-H	Med	FS/S	Mod	4 - 10'
<i>Raphiolepis indica</i> Indian hawthorn	No	X-M	High	FS/PS	Mod	2 - 10'
<i>Russelia equisetiformis</i> Firecracker plant	No	X-M	High	FS	High	3 - 5'
<i>Sabal minor</i> , dwarf palmetto	Yes	X-H	High	FS/S	Mod	4 - 9'
<i>Schefflera arboricola</i> Dwarf schefflera	No	X-M	High	FS/S	Mod	
<i>Serenoa repens</i> , saw palmetto	Yes	X-M	High	FS/S	High	6 - 12'
<i>Sophora tomentosa</i> , necklace pod	Yes	X-M	High	FS	High	6 - 10'
<i>Viburnum obovatum</i> 'Reifer's Densa' Walters viburnum	Yes	X-H	High	FS	Low	4 - 8'
<i>Viburnum odoratissimum</i> , Sweet viburnum	No	M	Med	FS/PS	Low	15 - 30'
<i>Viburnum suspensum</i> , Sandankwa viburnum	No	M	Low	FS/PS	Mod	6 - 12'
<i>Zamia floridana</i> , coontie	Yes	X-M	High	FS/PS	High	2 - 3'

VINES						
Species	Native	Soil	Drought	Light	Salt	Mature Height
<i>Aster carolinianus</i> , Climbing Aster	Yes	X-H	Med	FS/S	Low	1 - 12'

<i>Bignonia capreolata</i> , Cross Vine	Yes	X-M	High	FS/PS	Mod	1 - 50'
<i>Bougainvillea cvs</i> , Bougainvillea	No	X	High	FS/PS	Mod	4 - 40'
<i>Campsis radicans</i> , Trumpet Vine	Yes	X-M	Med	FS/PS	Low	1 - 40'
<i>Ficus pumila</i> , Creeping Fig	Yes	X-M	High	FS/S	High	1 - 40'
<i>Gelsemium sempervirens</i> , Carolina Jessamine	Yes	X-M	Low	FS/PS	Low	20 - 30'
<i>Ipomoea spp.</i> , Morning Glory	Yes	X-M	High	FS/PS	High	10 - 20'
<i>Lonicera sempervirens</i> Coral Honeysuckle	Yes	X	Med	FS/PS	Mod	10 - 15'
<i>Pandorea jasminoides</i> , Bower Vine	No	M	Med	FS/PS	Low	1 - 20'
<i>Passiflora incarnate</i> , Passion Vine	Yes	M	High	FS	Mod	5 - 10'
<i>Petrea volubilis</i> , Queens Wreath	No	X	Med	FS/PS	Low	30 - 40'
<i>Trachelospermum jasminoides</i> , Confederate Jasmine	Yes	X-M	Med	FS/PS	Low	1 - 40'

GROUNDCOVERS						
Species	Native	Soli	Drought	Light	Salt	Mature Height
<i>Arachis glabrata</i> , Perennial Peanut	Yes	X-M	High	FS	High	½ - 1'
<i>Dryopteris spp</i> , Autumn Fern	Yes	X	Med	PS/S	Low	1 - 4'
<i>Dysshoriste oblongifolia</i> Twin Flower	Yes	X	High	FS/PS	Low	½ - 1'
<i>Juniperus conferta</i> , Shore Juniper	No	X-M	High	FS	High	1 - 2'
<i>Liriope muscari</i> , Liropie spp.	Yes	X-M	High	FS/S	Mod	1 - 2'
<i>Mimosa strigillosa</i> Sunshine Mimosa	Yes	X-M	Med	FS	Mod	½ - ¾"
<i>Ophiopogon japonicas</i> Mondo Grass	Yes	X-M	Med	PS/S	Mod	½ - 1'

<i>Thelpteris kunthii</i> Southern Shield Fern	Yes	M-H	Med	PS/S	Low	2 - 3
<i>Trachelospermum asiaticum</i> Asiatic Jasmine	Yes	X-H	Med	FS/PS	Mod	½ - 2'
<i>Trachelospermum jasminoides</i> Confederate Jasmine	Yes	M-H	Med	FS/PS	Low	1 - 3
<i>Zamia floridana</i> , Coontie	Yes	X-M	High	FS/S	High	1 - 5
<i>Zamia furfuracea</i> Cardboard Palm	No	X-M	High	FS/S	High	2 - 5

GRASSES						
Species	Native	Soli	Drought	Light	Salt	Mature Height
<i>Eragrostis elliotii</i> Elliott's Grass	Yes	X-M	High	FS/PS	High	1 - 3
<i>Eragrostis spectabilis</i> Purple Lovegrass	Yes	X-M	High	FS/PS	High	1 - 3'
<i>Muhlenbergia capillaris</i> , Muhly Grass	Yes	X-H	High	FS	High	2 - 5
<i>Paspalum quadrifarium</i> Crown Grass	Yes	X-M	High	FS	High	3 - 4'
<i>Spartina spp</i> , Cordgrass	Yes	X-H	High	FS	High	3 - 4'
<i>Tripsacum dactyloides</i> Fakahatchee Grass	Yes	X-M	High	FS/PS	Mod	4 - 6'
<i>Tripsacum floridana</i> Florida Gama Grass	Yes	X-H	Med	FS/PS	Mod	2 - 4'

ORDINANCE 15-02

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 0 (PARCEL ID NUMBERS 34-28-15-14868-000-0010, 34-28-15-14868-000-0020, 34-28-15-27558-010-0030 AND 34-28-15-82044-031-0030), 40 (PARCEL ID NUMBER 34-28-15-00000-340-0500), 150, 200, 220, 224, 228, 232, 234, 400, 416, 424, 440, 464, 500, 520, 523, 637, 641, 647, 648, 656, 660, 674 AND 678 DOUGLAS AVENUE; 415, 417, 419, 421, 423, 425 AND 461 PLAZA DRIVE; 355, 357 AND 359 SCOTLAND STREET, 352 ALBERT STREET; 350 BELTREES STREET; 350, 353, 354 AND 356 CHASE COURT FROM GENERAL BUSINESS (GB) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 401, 433, 439, 443, 445, 447, 449 451, 453, 459, 600, 602, 603, 614, 620 AND 624 DOUGLAS AVENUE; 401, 403, 405, 407, 409 AND 411 LOCKLIE STREET; 411 LYNDBURST STREET; 340 AND 350 PRESIDENT STREET; 406 AND 410 BELTREES STREET FROM MULTI-FAMILY RESIDENTIAL (MF-15) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 400 NORFOLK STREET; 406 AND 409 RICHMOND STREET; 400 AND 405 ROANOKE STREET; 400, 404 AND 408 UNION STREET; 3, 4, 5, 7, 8, 9, 14, 18, 24, 25, 28, 31, 34, 40 (PARCEL ID NUMBER 34-28-155-77800-000-080), 45, 46, 47, 53, 54, 55, 57, 58, 60, 63, 100, 115, 137, 145 AND 542 DOUGLAS AVENUE FROM MULTI-FAMILY RESIDENTIAL (MF-7.5) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 108 DOUGLAS AVENUE FROM GENERAL OFFICE (GO) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 537, 559, 634, 638 AND 640 DOUGLAS AVENUE; 331 AND 333 SCOTLAND STREET; AND 351 ALBERT STREET FROM NEIGHBORHOOD BUSINESS (NB) TO FORM-BASED MEDIUM (FX-M); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City staff has requested that the properties described herein be rezoned from General Business (GB), Multi-Family Residential (MF-15) Multi-Family Residential (MF-7.5), General Office (GO), and Neighborhood Business (NB) all to Form-Based Medium (FX-M); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real properties, and has recommended that the zoning request be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of

the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from General Business (GB) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

- 0 Douglas Avenue (Parcel ID No. 34-28-15-14868-000-0010)
- 0 Douglas Avenue (Parcel ID No. 34-28-15-14868-000-0020)
- 0 Douglas Avenue (Parcel ID No. 34-28-15-27558-010-0030)
- 0 Douglas Avenue (Parcel ID No. 34-28-15-82044-031-0030)
- 40 Douglas Avenue
- 150 Douglas Avenue
- 200 Douglas Avenue
- 220 Douglas Avenue
- 224 Douglas Avenue
- 228 Douglas Avenue
- 232 Douglas Avenue
- 234 Douglas Avenue
- 400 Douglas Avenue
- 416 Douglas Avenue
- 424 Douglas Avenue
- 440 Douglas Avenue
- 464 Douglas Avenue
- 500 Douglas Avenue
- 520 Douglas Avenue
- 523 Douglas Avenue
- 637 Douglas Avenue
- 641 Douglas Avenue
- 647 Douglas Avenue
- 648 Douglas Avenue
- 656 Douglas Avenue
- 660 Douglas Avenue
- 674 Douglas Avenue
- 678 Douglas Avenue
- 415 Plaza Drive
- 417 Plaza Drive
- 419 Plaza Drive
- 421 Plaza Drive
- 423 Plaza Drive
- 425 Plaza Drive
- 461 Plaza Drive

355 Scotland Street
357 Scotland Street
359 Scotland Street
352 Albert Street
350 Beltrees Street
350 Chase Court
353 Chase Court
354 Chase Court
356 Chase Court

Section 2: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Multi-Family Residential (MF-15) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

401 Douglas Avenue
433 Douglas Avenue
439 Douglas Avenue
443 Douglas Avenue
445 Douglas Avenue
447 Douglas Avenue
449 Douglas Avenue
451 Douglas Avenue
453 Douglas Avenue
459 Douglas Avenue
600 Douglas Avenue
602 Douglas Avenue
603 Douglas Avenue
614 Douglas Avenue
620 Douglas Avenue
624 Douglas Avenue
401 Locklie Street
403 Locklie Street
405 Locklie Street
407 Locklie Street
409 Locklie Street
411 Locklie Street
411 Lyndhurst Street
340 President Street
350 President Street
406 Beltrees Street
410 Beltrees Street

Section 3: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Multi-Family Residential (MF-7.5) to Form-Based Medium (FX-M), as said zoning

classification is more particularly described in Dunedin's Land Development Code:

400 Norfolk Street
406 Richmond Street
409 Richmond Street
400 Roanoke Street
405 Roanoke Street
400 Union Street
404 Union Street
408 Union Street
3 Douglas Avenue
4 Douglas Avenue
5 Douglas Avenue
7 Douglas Avenue
8 Douglas Avenue
9 Douglas Avenue
14 Douglas Avenue
18 Douglas Avenue
24 Douglas Avenue
25 Douglas Avenue
28 Douglas Avenue
31 Douglas Avenue
34 Douglas Avenue
40 Douglas Avenue (Parcel Id Number 34-28-155-77800-000-080)
45 Douglas Avenue
46 Douglas Avenue
47 Douglas Avenue
53 Douglas Avenue
54 Douglas Avenue
55 Douglas Avenue
57 Douglas Avenue
58 Douglas Avenue
60 Douglas Avenue
63 Douglas Avenue
100 Douglas Avenue
115 Douglas Avenue
137 Douglas Avenue
145 Douglas Avenue
542 Douglas Avenue

Section 4: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from General Office (GO) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

108 Douglas Avenue

Section 5: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Neighborhood Business (NB) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

537 Douglas Avenue
559 Douglas Avenue
634 Douglas Avenue
638 Douglas Avenue
640 Douglas Avenue
331 Scotland Street
333 Scotland Street
351 Albert Street

Section 6: That Exhibit "A" attached hereto and incorporated herein reflects the addresses, parcel identification numbers and present and proposed zoning categories of the properties affected by this zoning Ordinance.

Section 7: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of March, 2015.



Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: March 5, 2015

READ SECOND TIME AND ADOPTED: March 19, 2015

Parcel Address Information					Deed				Page		Zoning		Owner's Information							
Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Deed Pg #	Page Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip	
1	415	PLAZA	DR		34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	417	PLAZA	DR		34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	419	PLAZA	DR		34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	421	PLAZA	DR		34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	423	PLAZA	DR		34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	425	PLAZA	DR		34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	461	PLAZA	DR	UNIT B	34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	461	PLAZA	DR		34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	461	PLAZA	DR	UNIT A	34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
1	461	PLAZA	DR	UNIT C	34281500004200350	16333	1551		GB	FX-M	201 Douglas Ave LLC c/o Siegel Siegel	1600	S	Dixie Hwy			Ste 300	Boca Raton	FL	33432-7409
Parcel Address Information																				
1	600	DOUGLAS	AVE		342815820440300080	18256	368		MF-15	FX-M	600 Douglas St LLC	36163	E	Lake				Palm Harbor	FL	34685-3142
1	600	DOUGLAS	AVE		342815820440300080	18256	368		MF-15	FX-M	600 Douglas St LLC	36163	E	Lake				Palm Harbor	FL	34685-3142
1	340	PRESIDENT	ST		342815820440300080	18256	368		MF-15	FX-M	600 Douglas St LLC	36163	E	Lake				Palm Harbor	FL	34685-3142
1	350	PRESIDENT	ST		342815820440300080	18256	368		MF-15	FX-M	600 Douglas St LLC	36163	E	Lake				Palm Harbor	FL	34685-3142
Parcel Address Information																				
1	108	DOUGLAS	AVE		34281500003400200	15832	373		GO	FX-M	Antelina LLC c/o Dimitra Colannino	267		Whisper Lake				Palm Harbor	FL	34683-5547
Parcel Address Information																				
1	411	LYNDHURST	ST		34281539240010010	11926	632		MF-15	FX-M	Armbrust, Michael	510		Lymington				Louisville	KY	40243-1640
Parcel Address Information																				
1	500	DOUGLAS	AVE	UNIT C	342815275580090030	10102	329		GB	FX-M	Armed Serv Mem Museum Inc	1585		Post Office Box				Dunedin	FL	34697-1585
1	500	DOUGLAS	AVE	UNIT B	342815275580090030	10102	329		GB	FX-M	Armed Serv Mem Museum Inc	1585		Post Office Box				Dunedin	FL	34697-1585
1	500	DOUGLAS	AVE	UNIT A	342815275580090030	10102	329		GB	FX-M	Armed Serv Mem Museum Inc	1585		Post Office Box				Dunedin	FL	34697-1585
1	500	DOUGLAS	AVE		342815275580090030	10102	329		GB	FX-M	Armed Serv Mem Museum Inc	1585		Post Office Box				Dunedin	FL	34697-1585
Parcel Address Information																				
1	603	DOUGLAS	AVE		342815442800000010	16907	2499		MF-15	FX-M	Avary, Johnny B	603		Douglas		Ave		Dunedin	FL	34698-7002
Parcel Address Information																				
1	351	ALBERT	ST		342815820440300011	17018	778		NB	FX-M	Baad, Scott/Suzane	1180		Bluffs				Dunedin	FL	34698-8266
Parcel Address Information																				
1	614	DOUGLAS	AVE		342815820440300060	18092	814		MF-15	FX-M	BAC Properties Blue LLC	10		Post Office Box				Palm Harbor	FL	34682-0010
Parcel Address Information																				
1	0	DOUGLAS	AVE		342815820440310030	18260	800		GB	FX-M	Baustert Properties III Inc	1148		Sedeeva		St		Clearwater	FL	33755-1427
1	520	DOUGLAS	AVE		342815275580090011	16867	2160		GB	FX-M	Baustert Properties Inc	8477		Post Office Box				Clearwater	FL	33758-8477
Parcel Address Information																				
1	409	RICHMOND	ST		34281594460040040	6732	2187		MF-7.5	FX-M	Benoit, Theresa S	409		Richmond		St		Dunedin	FL	34698-7935

Parcel Address Information										Owner's Information									
Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip	
1	40	DOUGLAS	AVE		342815000003400500	17259	1620	GB	FX-M	Bowman, Jerry L/Dorothy M	3668		Imperial Ridge	Pkw		Palm Harbor	FL	34684-4718	
1	228	DOUGLAS	AVE		342815000003100500	17259	1620	GB	FX-M	Bowman, Jerry L/Dorothy M	3668		Imperial Ridge	Pkw		Palm Harbor	FL	34684-4718	
1	637	DOUGLAS	AVE		342815442800000030	9390	624	GB	FX-M	Carlson, Phyllis D/Edward D	525		Hillcrest	Dr	N	Clearwater	FL	33755-5019	
1	641	DOUGLAS	AVE		342815442800000030	9390	624	GB	FX-M	Carlson, Phyllis D/Edward D	525		Hillcrest	Dr	N	Clearwater	FL	33755-5019	
1	647	DOUGLAS	AVE		342815442800000030	9390	624	GB	FX-M	Carlson, Phyllis D/Edward D	525		Hillcrest	Dr	N	Clearwater	FL	33755-5019	
1	200	DOUGLAS	AVE	B	342815000003100700	12437	580	GB	FX-M	Carroll, Dick Inc	200		Douglas	Ave		Dunedin	FL	34698-7944	
1	200	DOUGLAS	AVE		342815000003100700	12437	580	GB	FX-M	Carroll, Dick Inc	200		Douglas	Ave		Dunedin	FL	34698-7944	
1	443	DOUGLAS	AVE		342815390240010040	10073	1094	MF-15	FX-M	Chapman, Deborah	2436		Post Office Box			Dunedin	FL	34697-2436	
1	445	DOUGLAS	AVE		342815390240010040	10073	1094	MF-15	FX-M	Chapman, Deborah	2436		Post Office Box			Dunedin	FL	34697-2436	
1	447	DOUGLAS	AVE		342815390240010030	10073	1094	MF-15	FX-M	Chapman, Deborah	2436		Post Office Box			Dunedin	FL	34697-2436	
1	449	DOUGLAS	AVE		342815390240010030	10073	1094	MF-15	FX-M	Chapman, Deborah	2436		Post Office Box			Dunedin	FL	34697-2436	
1	451	DOUGLAS	AVE		342815390240010030	10073	1094	MF-15	FX-M	Chapman, Deborah	2436		Post Office Box			Dunedin	FL	34697-2436	
1	640	DOUGLAS	AVE		342815820440300010	12902	256	NB	FX-M	Colitz, Dianne C/Dutkiewicz, Cynthia	217		Harbor View	Ln		Largo	FL	33770-4071	
1	58	DOUGLAS	AVE		342815577800000120	18439	2338	MF-7.5	FX-M	Coppola-Meihe, Nicholas	58		Douglas	Ave		Dunedin	FL	34698-7906	
1	60	DOUGLAS	AVE		342815577800000120	18439	2338	MF-7.5	FX-M	Coppola-Meihe, Nicholas	58		Douglas	Ave		Dunedin	FL	34698-7906	
1	331	SCOTLAND	ST		342815588420000030	13189	2364	NB	FX-M	Currelly Brokerage Inc	501371		Post Office Box			Marathon	FL	33050-1371	
1	333	SCOTLAND	ST		342815588420000030	13189	2364	NB	FX-M	Currelly Brokerage Inc	501371		Post Office Box			Marathon	FL	33050-1371	
1	353	CHASE	CT		342815275580100040	16699	221	GB	FX-M	Davies, Patricia J	761		Marjon	Ave		Dunedin	FL	34698-7108	
1	400	DOUGLAS	AVE		342815275580100110	4823	722	GB	FX-M	Dexter, Timothy J/Diane K	400		Douglas	Ave		Dunedin	FL	34698-7634	
1	400	DOUGLAS	AVE	UNIT D	342815275580100110	4823	722	GB	FX-M	Dexter, Timothy J/Diane K	400		Douglas	Ave		Dunedin	FL	34698-7634	
1	400	DOUGLAS	AVE	UNIT A	342815275580100110	4823	722	GB	FX-M	Dexter, Timothy J/Diane K	400		Douglas	Ave		Dunedin	FL	34698-7634	
1	400	DOUGLAS	AVE	UNIT C	342815275580100110	4823	722	GB	FX-M	Dexter, Timothy J/Diane K	400		Douglas	Ave		Dunedin	FL	34698-7634	
1	400	DOUGLAS	AVE	UNIT B	342815275580100110	4823	722	GB	FX-M	Dexter, Timothy J/Diane K	400		Douglas	Ave		Dunedin	FL	34698-7634	
1	523	DOUGLAS	AVE		342815000001300300	19164	1667	GB	FX-M	Douglas Place Development Group Inc	283		Hidden Brook	Dr	Unit B	Palm Harbor	FL	34683-5321	

Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip
1	137	DOUGLAS	AVE		342815944460010030	17508	1822	MF-7.5	FX-M	Edwards,, Robert J Jr/Jean M	1566	S	Fredrica	Ave		Clearwater	FL	33756-3202
1	18	DOUGLAS	AVE		342815577800000040	11531	2003	MF-7.5	FX-M	Fenton, Karen S	18		Douglas	Ave		Dunedin	FL	34698-7906
1	678	DOUGLAS	AVE		342815588240000010	18410	444	GB	FX-M	Florcon LLC	709		Palm Beach	Rd		Dickinson	ND	58601-7307
1	350	CHASE	CT		342815148680000030	15472	1932	GB	FX-M	Fox-Rotruck, Kathleen N	2205	E	Streetsboro	Rd		Hudson	OH	44236-3405
1	354	CHASE	CT		342815148680000030	15472	1932	GB	FX-M	Fox-Rotruck, Kathleen N	2205	E	Streetsboro	Rd		Hudson	OH	44236-3405
1	356	CHASE	CT		342815148680000030	15472	1932	GB	FX-M	Fox-Rotruck, Kathleen N	2205	E	Streetsboro	Rd		Hudson	OH	44236-3405
1	0	DOUGLAS	AVE	Chase Ct	342815148680000010	15472	1932	GB	FX-M	Fox-Rotruck, Kathleen N	2205	E	Streetsboro	Rd		Hudson	OH	44236-3405
1	0	DOUGLAS	AVE	Chase Ct	342815275580100030	15472	1932	GB	FX-M	Fox-Rotruck, Kathleen N	2205	E	Streetsboro	Rd		Hudson	OH	44236-3405
1	416	DOUGLAS	AVE		342815275580100100	13958	1185	GB	FX-M	Garrison, Joseph E CPA PA Corp	1221		Post Office Box			Dunedin	FL	34697-1221
1	459	DOUGLAS	AVE		342815390240010011	14061	155	MF-15	FX-M	George, David M	459		Douglas	Ave		Dunedin	FL	34698-7647
1	4	DOUGLAS	AVE		342815577800000010	15854	681	MF-7.5	FX-M	Get Real Investors LLC	4424	N	Lois	Ave		Tampa	FL	33615-7320
1	25	DOUGLAS	AVE		342815944460040020	18483	684	MF-7.5	FX-M	Gillant, Patrick, Shinkaretsky, Severine	2317		Johns	Dr		Dunedin	FL	34698
1	145	DOUGLAS	AVE		342815944460010040	17552	1687	MF-7.5	FX-M	Gramig, Kevin D/Cheryl S Living Trust	223		Cherwell	Ct		Williamsbur	VA	23188-1838
1	24	DOUGLAS	AVE		342815577800000050	11746	1875	MF-7.5	FX-M	Haskins, Kathleen M	24		Souglas	Ave		Dunedin	FL	34698-7906
1	34	DOUGLAS	AVE		342815577800000070	14106	1399	MF-7.5	FX-M	Helm, David M	1761		San Mateo	Dr		Dunedin	FL	34698-3718
1	424	DOUGLAS	AVE		342815275580100080	18387	925	GB	FX-M	Herrero Real Estate Holdings LLC	1515		Price	Clr		Clearwater	FL	33764-2511
1	405	ROANOKE	ST		342815944460020040	18409	306	MF-7.5	FX-M	Hyatt, Jamie	238		Garden	Clr	S	Dunedin	FL	34698-7544

Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip	
Parcel Address Information					Deed				Zoning		Owner's Information								
Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip	
1	234	DOUGLAS	AVE		342815000003100300	8703	2321	GB	FX-M	Kantaras, George Tre/Anthanasia S Tre	1430		Gulf	Blvd		Apt 607	Clearwater	FL	33767-2856
1	440	DOUGLAS	AVE		342815275580100050	18365	1729	GB	FX-M	KDR Partnership Inc	430		Douglas	Ave		Dunedin	FL	34698-7602	
1	440	DOUGLAS	AVE		342815275580100050	18365	1729	GB	FX-M	KDR Partnership Inc	430		Douglas	Ave		Dunedin	FL	34698-7602	
1	100	DOUGLAS	AVE		342815000003400300	9249	1228	MF-7.5	FX-M	Kiley, Joseph P	100		Douglas	Ave		Dunedin	FL	34698-7908	
1	400	ROANOKE	ST		342815944460010010	18478	1277	MF-7.5	FX-M	King, Courtney E	400		Roanoke	St		Dunedin	FL	34698-7938	
1	401	LOCKLIE	ST		342815523980000010	16069	22271	MF-15	FX-M	Korkis, Baskal/Adiba	449		Waterford	Cir	E	Tarpon	FL	34688-7206	
1	403	LOCKLIE	ST		342815523980000010	16069	2271	MF-15	FX-M	Korkis, Baskal/Adiba	449		Waterford	Cir	E	Tarpon	FL	34688-7206	
1	405	LOCKLIE	ST		342815523980000020	16070	585	MF-15	FX-M	Korkis, Baskal/Adiba	449		Waterford	Cir	E	Tarpon	FL	34688-7206	
1	407	LOCKLIE	ST		342815523980000020	16070	585	MF-15	FX-M	Korkis, Baskal/Adiba	449		Waterford	Cir	E	Tarpon	FL	34688-7206	
1	405	LOCKLIE	ST		342815523980000020	16070	585	MF-15	FX-M	Korkis, Baskal/Adiba	449		Waterford	Cir	E	Tarpon	FL	34688-7206	
1	409	LOCKLIE	ST		342815523980000020	16070	585	MF-15	FX-M	Korkis, Baskal/Adiba	449		Waterford	Cir	E	Tarpon	FL	34688-7206	
1	410	BELTREES	ST		342815754380000011	14599	2012	MF-15	FX-M	Krave, Carl A. & Krave, Janet A.	410		Beltrees	St		Dunedin	FL	34698-7903	
1	45	DOUGLAS	AVE		342815944460030010	13712	256	MF-7.5	FX-M	Laviana, Carole A	406		Richmond	St		Dunedin	FL	34698-7934	
1	47	DOUGLAS	AVE		342815944460030010	13712	256	MF-7.5	FX-M	Laviana, Carole A	406		Richmond	St		Dunedin	FL	34698-7934	
1	406	RICHMOND	ST		342815944460030010	13712	256	MF-7.5	FX-M	Laviana, Carole A	406		Richmond	St		Dunedin	FL	34698-7934	
1	63	DOUGLAS	AVE		342815944460030040	17672	228	MF-7.5	FX-M	Lawrence, Thomas B/MI-Hyang	45		Box APO AP						
1	350	BELTREES	ST		342815275580100111	14614	256	GB	FX-M	Lowe Living Trust/Lowe, John W Tre	350		Beltrees	St		Dunedin	FL	34698-7901	
1	220	DOUGLAS	AVE		342815000003100600	17259	1608	GB	FX-M	M Bowman LLC	228		Douglas	Ave		Dunedin	FL	34698-7910	
1	224	DOUGLAS	AVE		342815000003100600	17259	1608	GB	FX-M	M Bowman LLC	228		Douglas	Ave		Dunedin	FL	34698-7910	
1	660	DOUGLAS	AVE		342815230220000814	17921	137	GB	FX-M	MC Scott LLC	234		Lyndhurst	St		Dunedin	FL	34698-7578	
1	648	DOUGLAS	AVE		342815230220000815	17921	140	GB	FX-M	McDrew LLC	660		Douglas	Ave		Dunedin	FL	34698-7578	
1	656	DOUGLAS	AVE		342815230220000815	17921	140	GB	FX-M	McDrew LLC	660		Douglas	Ave		Dunedin	FL	34698-7578	

Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip
Parcel Address Information					Deed	Page	Zoning		Owner's Information									
Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip
1	620	DOUGLAS	AVE		342815820440300050	17202	1336	MF-15	FX-M	Mincielli, Athena P Family Trust	1036		McLean	St		Dunedin	FL	34698-3533
1	624	DOUGLAS	AVE		342815820440300040	17202	1334	MF-15	FX-M	Mincielli, Athena P Family Trust	1036		McLean	St		Dunedin	FL	34698-3533
1	634	DOUGLAS	AVE	APT B	342815820440300020	15095	367	NB	FX-M	Moore, James F Jr/Shirley H	701		Pinewood	Dr		Dunedin	FL	34698-7242
1	634	DOUGLAS	AVE	APT A	342815820440300020	15095	367	NB	FX-M	Moore, James F Jr/Shirley H	701		Pinewood	Dr		Dunedin	FL	34698-7242
1	634	DOUGLAS	AVE		342815820440300020	15095	367	NB	FX-M	Moore, James F Jr/Shirley H	701		Pinewood	Dr		Dunedin	FL	34698-7242
1	638	DOUGLAS	AVE	APT A	342815820440300020	15095	367	NB	FX-M	Moore, James F Jr/Shirley H	701		Pinewood	Dr		Dunedin	FL	34698-7242
1	638	DOUGLAS	AVE	APT B	342815820440300020	15095	367	NB	FX-M	Moore, James F Jr/Shirley H	701		Pinewood	Dr		Dunedin	FL	34698-7242
1	53	DOUGLAS	AVE		342815944460030020	17152	1684	MF-7.5	FX-M	Morasutti, Robert N	55		Douglas	Ave		Dunedin	FL	34698-7950
1	55	DOUGLAS	AVE		342815944460030020	17152	1684	MF-7.5	FX-M	Morasutti, Robert N	55		Douglas	Ave		Dunedin	FL	34698-7950
1	46	DOUGLAS	AVE		342815577800000090	13409	85	MF-7.5	FX-M	Morgan, John L	46		Douglas	Ave		Dunedin	FL	34698-7906
1	57	DOUGLAS	AVE		342815944460030030	8681	2326	MF-7.5	FX-M	Nelson, Arthur H III	57		Douglas	Ave		Dunedin	FL	34698-7950
1	31	DOUGLAS	AVE		342815944460040030	15360	687	MF-7.5	FX-M	Nuzhet, Caryn M	31		Douglas	Ave		Dunedin	FL	34698-7949
1	559	DOUGLAS	AVE		342815000001300100	15020	2623	NB	FX-M	Oberst, Christine W/John J	559		Douglas	Ave		Dunedin	FL	34698-7605
1	40	DOUGLAS	AVE	LOT 8	342815577800000080	18454	170	MF-7.5	FX-M	Orangewood Drive LLC c/o Roddey, Chris	1181		Anclote Rd		Ste 35	Tarpon	F	34689
1	3	DOUGLAS	AVE		342815944460050010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	5	DOUGLAS	AVE		342815944460050010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	7	DOUGLAS	AVE		342815944460050010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	9	DOUGLAS	AVE		342815944460050010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	542	DOUGLAS	AVE		342815820440310010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	400	UNION	ST		342815944460050010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	404	UNION	ST		342815944460050010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	408	UNION	ST		342815944460050010	14307	351	MF-7.5	FX-M	Park Heights LLC	2764		Sunset Point	Rd	Ste 100	Clearwater	FL	33759-1590
1	150	DOUGLAS	AVE		342815000003400100	11282	917	GB	FX-M	Pelican Bay Ltd Inc	150		Douglas	Ave		Dunedin	FL	34698-7908

Parcel Address Information					Deed					Zoning		Owner's Information									
Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip			
1	352	ALBERT	ST	UNIT	C	342815230220000813	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	352	ALBERT	ST	UNIT	A	342815230220000813	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	352	ALBERT	ST			342815230220000813	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	674	DOUGLAS	AVE			342815588420000020	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	355	SCOTLAND	ST			342815588420000020	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	355	SCOTLAND	ST			342815588420000020	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	357	SCOTLAND	ST			342815588420000020	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	359	SCOTLAND	ST			342815588420000020	17810	1675	GB	FX-M	Plum Investments Inc, Guilfoile, Paula L	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	406	BELTREES	ST			342815079390000000	15651	1818	MF-15	FX-M	Plum Investments Inc.	1137		Bass	Blvd		Dunedin	FL	34698-5804		
1	537	DOUGLAS	AVE	UNIT	17B	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	18	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	16	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	26	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	14	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	30	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	17E	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	13	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	1	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	15	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT		342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	537	DOUGLAS	AVE	UNIT	17	342815000001300200	12135	1093	NB	FX-M	RE Holdings	537		Douglas	Ave	#1	Dunedin	FL	34698-7605		
1	411	LOCKLIE	ST			342815523980000030	10874	1732	MF-15	FX-M	Reed, Charlotte A	411		Locklie	St		Dunedin	FL	34698-7600		
1	232	DOUGLAS	AVE			342815000003100400	17956	2562	GB	FX-M	Rogers Linen Service Inc	232		Douglas	Ave		Dunedin	FL	34698-7910		
1	28	DOUGLAS	AVE			342815577800000060	17899	1196	MF-7.5	FX-M	Salous, Abdalla	502		Shore	Dr	W	Oldsmar	FL	34677-3420		
1	401	DOUGLAS	AVE			342815079390000010	17626	2009	MF-15	FX-M	Sanders, Glenn D & Sanders, Anne E	11306		S. Valley	Dr		Larkspur	CO	80118-7616		
1	602	DOUGLAS	AVE			342815820440300070	13166	152	MF-15	FX-M	Simmons, Ernest C	602		Douglas	Ave		Dunedin	FL	34698-7001		
1	8	DOUGLAS	AVE			342815577800000020	18151	1242	MF-7.5	FX-M	Teymourzadeh, Shieri B	129		Stratford	Ave		Aldan	PA	19018-3817		

Parcel Address Information					Deed				Zoning		Owner's Information								
Number	Name	Suf	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip	
1	439	DOUGLAS	AVE		342815390240010050	16906	2509	MF-15	FX-M	Thodhori, Lefter, Anxhela, Harilla	5930		Otis	Dr		New Port	FL	34652-633	
1	433	DOUGLAS	AVE	APT	1	342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334
1	433	DOUGLAS	AVE	APT	2	342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334
1	433	DOUGLAS	AVE	APT	3	342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334
1	433	DOUGLAS	AVE	APT	4	342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334
1	433	DOUGLAS	AVE	APT	5	342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334
1	433	DOUGLAS	AVE	APT	6	342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334
1	433	DOUGLAS	AVE	APT	7	342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334
1	433	DOUGLAS	AVE		342815390240010060	16906	2509	MF-15	FX-M	Thodhori,	5930		Otis	Dr		New Port	FL	34652-6334	
1	115	DOUGLAS	AVE		342815944460020030	18034	118	MF-7.5	FX-M	Tighe, Brendan/Kevin/Lisa	115		Douglas	Ave		Dunedin	FL	34698-7909	
1	400	NORFOLK	ST		342815944460040010	18047	1630	MF-7.5	FX-M	Trust No 400-N, Rome Trust Holdings	47045		Post Office Box			Tampa	FL	33646-0109	
1	54	DOUGLAS	AVE		342815577800000110	8627	47	MF-7.5	FX-M	West, Teri	54		Douglas	Ave		Dunedin	FL	34698-7906	
1	0	DOUGLAS	AVE	Chase	Ct	342815148680000020	16247	2475	GB	FX-M	Williams Enterprises of Odessa LLC	1343		Loretto	Cir		Odessa	FL	33556-4527
1	453	DOUGLAS	AVE		342815390240010020	15975	2514	MF-15	FX-M	Williams Enterprises of Odessa LLC	1343		Loretto	Cir		Odessa	FL	33556-4527	
1	464	DOUGLAS	AVE		342815275580100010	18495	291	GB	FX-M	Williams, Harry L/Roberta	1343		Loretto	Cir		Odessa	FL	33556-4527	
1	14	DOUGLAS	AVE		342815577800000030	17835	1054	MF-7.5	FX-M	Zagelbaum, Neil	1035		Sedeeva	St		Clearwater	FL	33755-1426	

ORDINANCE 15-04

AN ORDINANCE AMENDING IN ITS ENTIRETY CHAPTER 103 OF THE LAND DEVELOPMENT CODE OF THE CITY OF DUNEDIN; PROVIDING FOR THE ADDITION OF NEW SECTION 103-15 TEMPORARY LODGING USE STANDARDS; BY ADDING SECTION 103-15.1 ALTERNATIVE DENSITY/INTENSITY; BY ADDING SECTION 103-15.2 DESIGN CONSIDERATIONS; BY ADDING 103-15.3 OPERATING CHARACTERISTICS AND RESTRICTIONS; BY RENUMBERING FORMER SECTION 103-15 TO 103-16; BY AMENDING SUBPARAGRAPH (B) OF SECTION 103-16 TO CHANGE THE CODE REFERENCE TO § 103-16(A); BY DELETING IN ITS ENTIRETY SUBPARAGRAPH (G) OF SECTION 103-23.24.5 AND RELETTERING THE REMAINING SUBPARAGRAPHS; BY AMENDING THE TITLE OF SECTION 7.1 OF ARTICLE 7 OF SECTION 103-23.31 TO READ "TABLE OF PERMITTED USES – SEE TABLE 103-60.1 LAND DEVELOPMENT CODE," AND BY DELETING IN THEIR ENTIRETY THE PARAGRAPHS AND TABLE UNDER SECTION 7.1; BY ADDING SECTION 103-40.8 "VERTICAL PARKING STRUCTURES" PERTAINING TO HEIGHT PARAMETERS OF PARKING GARAGE STRUCTURES; BY AMENDING TABLE 103-50.1 TO DELETE FROM THE COLUMN TITLED "PERMITTED SETBACK ENCROACHMENTS" THE LANGUAGE "NO MORE THAN 8' FROM SETBACK LINE" FROM THE ROW PERTAINING TO "ARBOR (UP TO 80 SQ. FT. IN AREA AND NO MORE THAN 12' IN HEIGHT)"; TO DELETE THE LANGUAGE "NO CLOSER TO PROPERTY LINE THAN 5' FROM THE ROW PERTAINING TO "DECKS, UNCOVERED (UP TO 12 INCHES ABOVE EXISTING GRADE)"; TO DELETE THE LANGUAGE "NO CLOSER TO PROPERTY LINE OR SEAWALL THAN 5' AND "NO CLOSER TO PROPERTY LINE OR SEAWALL THAN 5'. WHEN REQUIRED FOR DRAINAGE PURPOSES, PATIOS, UNCOVERED, MAY ALIGN WITH THE TOP OF A RECONSTRUCTED SEAWALL BUT SHALL BE NO HIGHER THAN 12" ABOVE EXISTING GRADE" FROM THE ROW PERTAINING TO "PATIOS, UNCOVERED"; BY AMENDING UNDER THE COLUMN TITLED "STRUCTURE/IMPROVEMENT" THE ROW PERTAINING TO RAMP, DISABILITY ACCESS BY DELETING THEREFROM "(ZONING ADMINISTRATOR DESIGN APPROVAL REQUIRED)" AND DELETING THE LANGUAGE "NO CLOSER TO PROPERTY LINE OR SEAWALL THAN 5' IN THE ENCROACHMENTS COLUMN; BY AMENDING THE LANGUAGE ON THE ROW

PERTAINING TO "SHED, DETACHED (MAXIMUM OF 100 SF AREA/MAXIMUM 9 FT HEIGHT)" TO READ "NO CLOSER TO PROPERTY LINE THAN 1' (MAXIMUM ALLOWED 6 FOOT SIDE YARD AND REAR YARD FENCE REQUIRED TO SCREEN FROM ADJOINING PROPERTY)"; BY AMENDING THE ROW PERTAINING TO "STEPS, STAIRS" BY DELETING THEREFROM "(STEPS, STAIRS SHALL NOT EXCEED 3 FEET IN HEIGHT ABOVE GRADE)" BY ADDING "S" AND "SF" TO THE MIDDLE COLUMN, AND BY AMENDING THE ENCROACHMENTS COLUMN TO STATE "NO CLOSER TO PROPERTY LINE OR SEAWALL THAN 5'; BY AMENDING SECTION 103-60.4 TO ADD THE TERM "MATERIALLY" BEFORE THE TERM "USE" IN THE FIRST LINE OF THE PARAGRAPH, AND BY DELETING THE LANGUAGE STATING "INTERPRETATIONS MAY BE RATIFIED BY THE CITY COMMISSION"; BY AMENDING TABLE 103-60.1 LAND DEVELOPMENT CODE USE MATRIX IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, subsequent to the adoption of Chapter 103 of the Land Development Code, certain changes, corrections, and amendments are necessary for the proper functioning of the code; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Chapter 103 of the Land Development Code of the City of Dunedin consisting of sections 103-1 through 103-71 amended in its entirety as reflected on "Exhibit A" attached hereto and incorporated herein by reference.

Section 2. That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of February, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 05, 2015

READ SECOND TIME AND ADOPTED: February 19, 2015

ORDINANCE 15-06

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND TTCS-USA TITLE HOLDING CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Dunedin and TTCS-USA Title Holding Corporation have entered into and concluded negotiations of a Development Agreement pertaining to and setting forth the terms and conditions for the development of certain parcels located at 453 Edgewater Drive, Dunedin, Florida; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the terms and conditions of the Development Agreement, and has recommended that the same be approved; and

WHEREAS, due and proper public hearings on the said Development Agreement having been completed pursuant to Section 104-33.7.2 of the City's Land Development Code and Florida Statute 163.3225; and

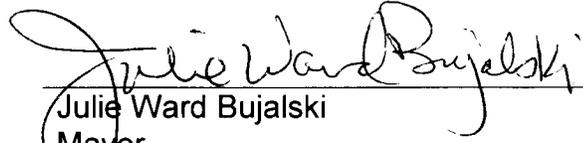
WHEREAS, the City Commission wishes to authorize the Mayor of the City to sign the said Development Agreement with TTCS-USA Title Holding Corporation; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the Mayor is authorized to execute the Development Agreement between the City of Dunedin and TTCS-USA Title Holding Corporation, as attached hereto and incorporated by reference herein.

Section 2. This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 5th day of March, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 15, 2015

READ SECOND TIME AND ADOPTED: March 5, 2015

FENWAY HOTEL DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 16th day of March, 2015, by and between the **CITY OF DUNEDIN**, a municipal corporation of the State of Florida, hereinafter referred to as "**City**" and **TTCS-USA TITLE HOLDING CORPORATION**, a Florida non-profit corporation authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**."

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS:

1. Developer is the fee simple owner of the 5.19 acre property located at 453 Edgewater Drive, Dunedin, Florida which is more specifically described in the attached Exhibit "A," hereinafter referred to as the "Property".

2. Developer desires to restore/rehabilitate the former Fenway Hotel.

Hotel up to 102 rooms (0.35 FAR)

Height – Lobby (2 stories*)

Height – Wings (2 stories)

The dimensional requirements listed above are hereinafter referred to as the "Project", as more particularly shown on Exhibit "B" attached hereto and made part hereof ("Final Design Review," which includes a final site plan, architectural renderings and a landscape plan).

3. The proposed Site Plan consists of the renovation of the former Fenway Hotel (Building A), demolition of Building B and the renovation of Buildings C, D and E.

4. The development rights of the project are subject to the conditions of the Final Design Review approval as set forth.

5. The City has determined that the Final Design Review, as described herein is consistent with Dunedin's 2025 Comprehensive Plan and the City's Land Development Code (LDC) as required per Section 104-24.4 and Section 104-26 of the LDC.

6. The following development rights are hereby approved pursuant to this Agreement on the Property:

SITE DATA TABLE

Category	Existing Conditions	Zoning Regulations Allowed/Required By City Code	Proposed
Zoning	R-60 Residential w/ Single Site Historic Overlay	R-60 Residential w/ Single Site Historic Overlay	R-60 Residential w/ Single Site Historic Overlay
Land Use	RFM Resort Facilities Medium	RFM Resort Facilities Medium	RFM Resort Facilities Medium
Usage	Vacant University	Uses to be Set by Development Agreement	Hotel / Temporary Lodging
Lot Area	226,338 sq. ft. 5.196 acres	226,338 sq. ft. 5.196 acres	226,338 sq. ft. 5.196 acres
Residential Density Units per Acre (UPA)	N/A	Single Site Historic Overlay Set by Development Agreement	N/A
Residential Gross Floor Area (Sq. ft.) UPA (Units per Acre)	2,174 sq. ft. 15.0 UPA	Single Site Historic Overlay Set by Development Agreement	N/A
Commercial Gross Floor Area (Sq. ft.) FAR (Floor Area Ratio)	86,981 sq. ft. 0.36 FAR	147,120 sq. ft. 0.65 FAR	78,823 sq. ft. 0.35 FAR
Setbacks:	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement
Building Height	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement
Vehicular Use Area (V.U.A.)	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement	Single Site Historic Overlay Set by Development Agreement
Impervious Surface Area – ISR	118,588 sf 0.49 ISR	192,388 sq. ft. 0.85 ISR	134,445 sq. ft. 0.594 ISR
Open Space	122,363 51%	33,950 sq. ft. 15% minimum	91,893 sq. ft. 40.6%
Total Landscape Area Required (10% of site + required buffers)	Not Applicable	See City LDRs	50,052 sq. ft. 22%
Parking / Handicap Parking	47 parking spaces	86 per City Code ²	116 parking spaces

Site Data Table Notes:

2. Parking Calculation is as follows:		
Hotel w/Meeting Space	0.8 spaces per room + 1 per 800 SF of meeting space	= 86
	Total Requirement:	86

7. The development rights set forth in this Agreement and Final Design Review approval are subject to the following conditions:

- a. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved Final Design Review for Case Number DEV-S/D-LDO 14-57.01 Z/C.
- b. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all public utilities located on the subject site, including the granting of easements as may be required. This is regardless of whether the public utilities are known at the time of Final Design Review approval or discovered subsequent to such approval. Any required relocation will require approval from the City's Engineering Division.
- c. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, City of Dunedin Land Development Code, the Florida Fire Prevention Code, Life Safety Code and all other technical codes adopted by the City of Dunedin, and FEMA.
- d. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code, the National Pollutant Discharge Elimination System's Best Management Practice (NPDES-BMP), and the City of Dunedin Code of Ordinances.
- e. Final approval of the infrastructure permit from the City's Engineering Division prior to building permits being issued.
- f. Final approval from the Building Official, Fire Marshal and City Engineer on all final inspections necessary to provide the Certificate of Occupancy for the hotel and meeting space as shown in the Final Design Review.
- g. The City of Dunedin requires Concurrency approval prior building permits being issued.
- h. That subject to acts of God, the Developer shall commence restoration/rehabilitation of the former Fenway Hotel on or before June 1, 2015, and substantially complete the Project by May 31, 2017.

THE AGREEMENT BETWEEN THE PARTIES

8. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

9. Authority. This Agreement is authorized by Section 163.3220, *et seq.* F.S. (2013) and Chapter 104, Division 3, Section 104-33 of the Code of Ordinances of the City of Dunedin.

10. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the public records of Pinellas County ("Effective Date"). In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 14th day of March, 2015, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

11. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and issuance of the last Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of the last Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

12. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

The Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Dunedin as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Dunedin prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

13. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2013). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

14. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

15. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

16. Final Design Review. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Dunedin, the parties agree that the Property will be developed in substantial conformance with the Final Design Review as such Final Design review submittals may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Dunedin shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

- a. The Property shall be developed and landscaped in accordance with the Final Design Review approval. A detailed landscape plan in the Final Design Review will be substantially adhered to. The landscaping within the Property shall be maintained by the Developer. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to the Certificate of Occupancy being issued and will be maintained in good and healthy condition at all times by the Developer.

There shall not be any material deviation from the provisions of the Final Design Review documents unless such is approved by the City Commission of the City of Dunedin at a public hearing conducted for such purpose and this Agreement is modified in writing by the parties thereto for the purpose of agreeing to such deviation.

- b. The Property shall be developed substantially in accordance with the Final Design Review submittal.
- c. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Dunedin. At no time shall the Developer allow a nuisance condition to exist on the Property. Furthermore, all outdoor lighting shall be compliant with Chapter 107, Division 4, Section 107- 40 (Lighting) of the Dunedin Land Development Code.
- d. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- e. Ingress and egress to the Property shall be as shown on the Final Site Plan.

- f. Building heights, architectural style and location will be as shown on the Final Design Review submittal. The architectural style reflected as an attachment to or being part of the Final Design Review shall be complied with in all material respects during the development of the Project.
- g. This Agreement and the Final Design Review Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements, except as described in Section 104-24.11.1 of the LDC, or in any matter that is reflected on the Final Design Review or addressed specifically in this Agreement through any appeal process to the Board of Adjustment and Appeal for a variance, conditional use permit or other process which would serve to vary or change the terms of this Development Agreement and the Final Design Review attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties.

17. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Final Site Plan, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- a. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- b. Sewer collection systems, located on the Property, including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- c. Water distribution system located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- d. Stormwater drainage systems serving public facilities located on the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Dunedin or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of said retention/detention ponds shall

be granted to City by the Developer or to Developer by City, as may be applicable.

- e. Street signage and pavement striping.
- f. Utility easements or rights-of-way.
- g. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

Public infrastructure facilities, as shown on the Final Site Plan, shall be complete, and approved for acceptance by the City prior to the issuance of any Certificate of Occupancy on the Property (except for Buildings C, D and E), or the Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank or an acceptable Performance Bond. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that Certificates of Occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations. Before Buildings C, D and E can be occupied, a building and fire inspection will be completed to confirm compliance with City codes and Life Safety codes.

18. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: infrastructure and services for fire protection, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

19. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

- a. City of Dunedin vertical building permits.
- b. Southwest Florida Water Management District surface water management permit.
- c. City of Dunedin Engineering Division infrastructure permit.
- d. Pinellas County Water and Navigation Authority
- e. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

20. Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

21. Annual Review. The City of Dunedin shall review the Project once every twelve (12) calendar months from the Effective Date.

22. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

23. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

24. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

25. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Dunedin as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

26. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

27. Execution. The Developer represents and warrants that this Agreement has been executed by those persons having equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Dunedin has authorized the execution of this Agreement by the appropriate City officials.

28. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

29. Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

30. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

31. Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate

proceedings.

32. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, UPS, USPS or similar overnight delivery services, addressed as follows:

To the Developer:

TTCS-USA Title Holding Corporation
2100 Thomasville Road
Tallahassee, FL 32308
Attention: Pegoty Packman, President

To the City:

City of Dunedin
P.O. Box 1348
Dunedin, FL 34698
Attention: Robert DiSpirito,
City Manager

with copies to:

Ed Armstrong, Esquire
Hill Ward Henderson
3700 Bank of America Plaza
101 East Kennedy Blvd.
Tampa, FL 33602

Thomas J. Trask, Esquire
City Attorney
Trask, Metz & Daigneault, LLP
1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756

Notice shall be deemed to have given upon receipt or refusal.

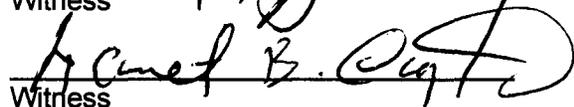
33. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

34. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

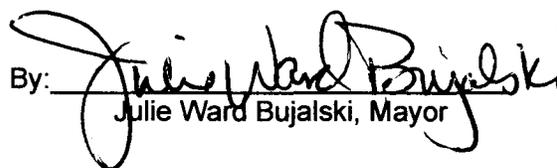
IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this 18th day of ~~February~~, 2015.
March

CITY OF DUNEDIN



Witness


Witness

By: 

Julie Ward Bujalski, Mayor

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of ~~February~~, *March* 2015 by Julie Ward Bujalski, Mayor of the City of Dunedin, who is personally known to me or who produced _____ as identification.

(SEAL)



Sharon Toner
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

Robert DiSpirito
Robert DiSpirito, City Manager

Denise Kirkpatrick
Denise Kirkpatrick, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask
Thomas J. Trask, Esquire, City Attorney

TTCS-USA TITLE HOLDING CORPORATION

Alisha Black
Witness
Loh Veni
Witness

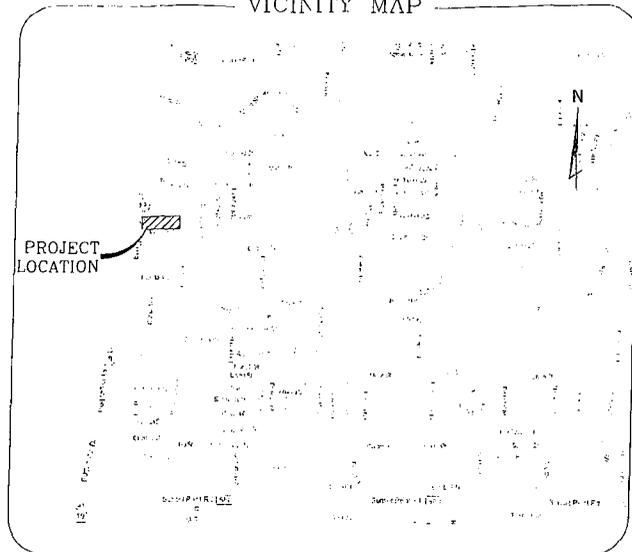
By: Pegoty Packman
Pegoty Packman
Its: President

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Pegoty Packman, President of TTCS-USA Title Holding Corporation, who ___ is personally known to me or who produced FLORIDA DL as identification and, being first duly sworn, acknowledges that she has read the foregoing and that the same is true and correct, and that she is duly authorized to execute this Agreement on behalf of TTCS-USA Title Holding Corporation, this 16th day of February, 2015.

March

VICINITY MAP

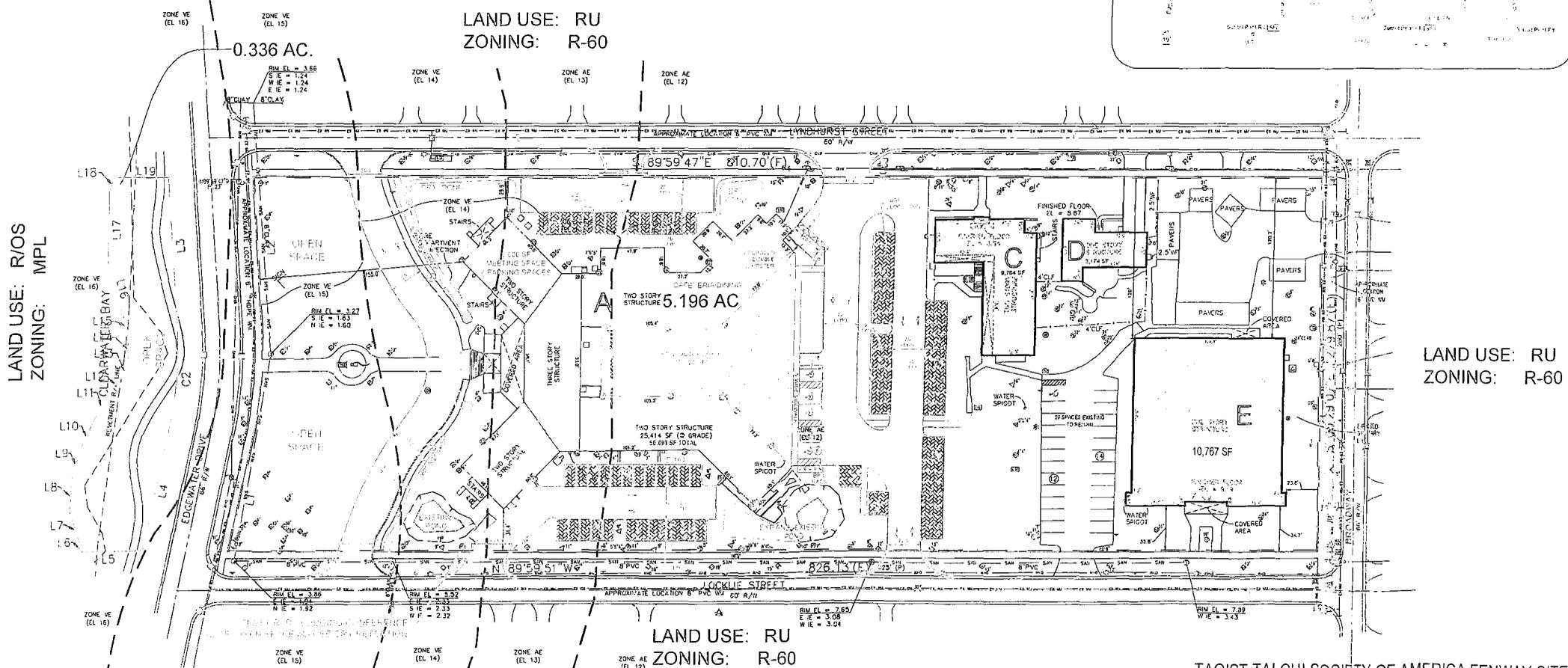


LEGAL DESCRIPTION

ALL OF BLOCK "C" AND ALL OF "WATER LOT" OF BLOCK "C", OF FENWAY-ON-THE-BAY SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 7, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; LESS EXISTING ROAD RIGHT-OF-WAY FOR EDGEWATER DRIVE.
CONTAINING 5.532 ACRES, MORE OR LESS.

LINE	BEARING	LENGTH
L1	N11°39'40"E	62.24
L2	N04°47'04"W	108.49
L3	S04°47'04"E	114.01
L4	S11°39'40"W	95.86
L5	S89°39'51"W	50.43
L6	N11°39'40"E	62.24
L7	N20°39'10"W	23.80
L8	S52°24'20"E	28.00
L9	N18°24'50"E	20.60
L10	N89°39'44"E	23.22
L11	N28°46'56"E	27.99
L12	N39°39'44"E	11.35
L13	N31°41'06"E	13.11
L14	N03°46'17"W	21.63
L15	N18°19'58"W	13.82
L16	N18°12'53"W	46.02
L17	N00°12'41"W	58.70
L18	N18°59'08"E	10.85
L19	S89°39'47"E	41.91
L20	N00°00'30"E	81.85
L21	S89°39'28"E	88.31
L22	N00°00'30"W	119.80
L23	S89°39'47"W	89.28
L24	N00°00'31"E	87.92

CURVE	ARC	DELTA	RADIUS	CHORD BEARING	CHORD
C1	91.70'	18°26'44"	319.48'	N03°26'18"E	91.39'
C2	77.76'	18°26'44"	263.48'	S03°26'18"W	77.51'



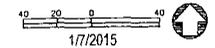
LAND USE: R/OS
ZONING: MPL

LAND USE: RU
ZONING: R-60

LAND USE: RU
ZONING: R-60

TAOIST TAI CHI SOCIETY OF AMERICA FENWAY SITE
OVERALL CONCEPT PLAN
C1

CONCEPT PLAN ONLY
SUBJECT TO CHANGE BASED ON FINAL DESIGN, UPDATED
BOUNDARY & TOPOGRAPHIC SURVEY AND JURISDICTIONAL
WETLAND CONSTRAINTS. SUBJECT TO SITE PLAN APPROVAL.



1/7/2015

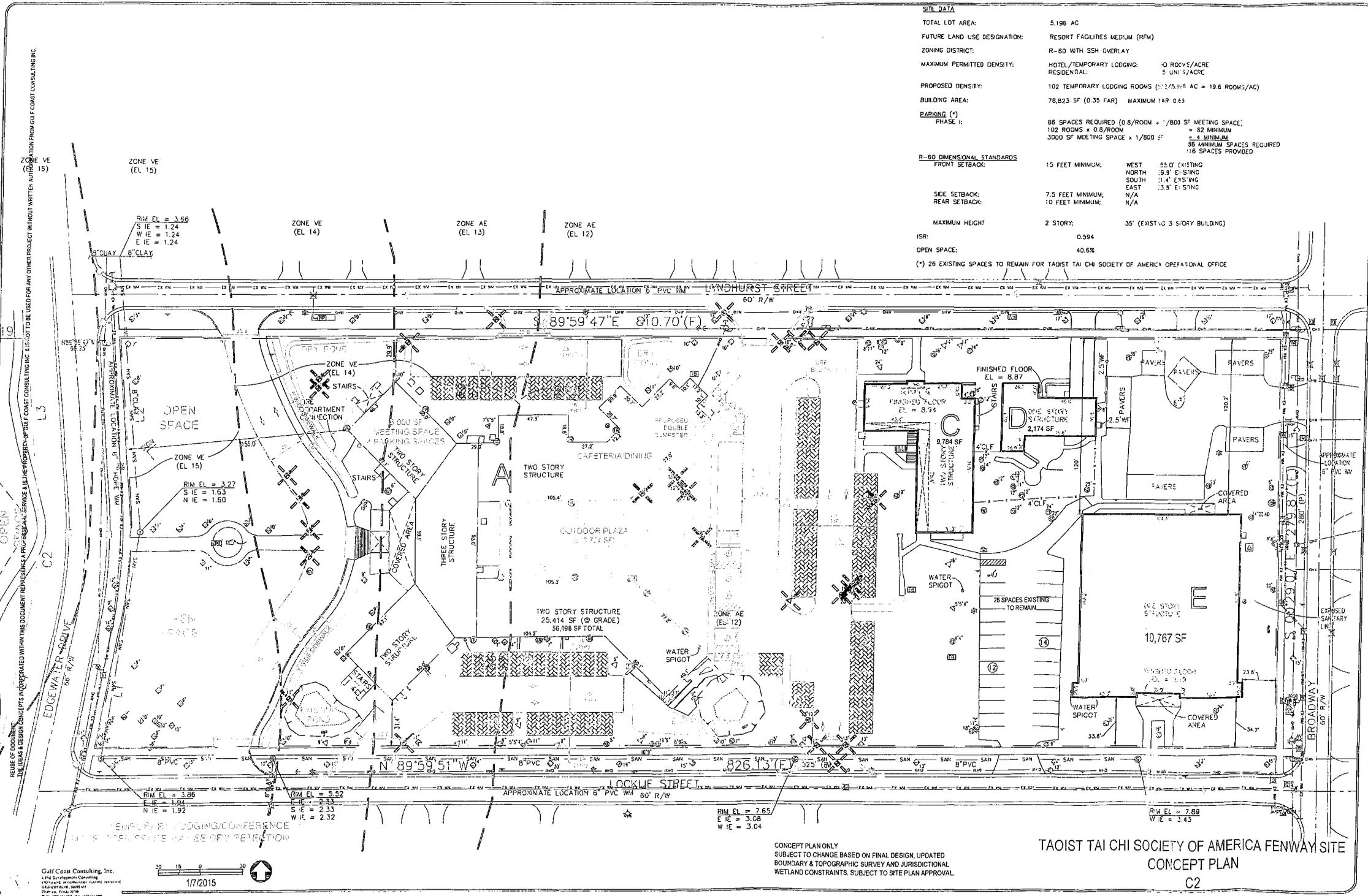
Gulf Coast Consulting, Inc.
Land Development Consulting
14000 South Shore Blvd., Suite 100
Clearwater, FL 34615
Phone: 727.776.1776
www.gulfcoastconsulting.com

REUSE OF DOCUMENT: THE IDEAS & DESIGN CONCEPTS INCORPORATED WITHIN THIS DOCUMENT REPRESENTS A PROFESSIONAL SERVICE & IS THE PROPERTY OF GULF COAST CONSULTING INC. & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION FROM GULF COAST CONSULTING INC.

DEV-510 14-57.01210

SITE DATA

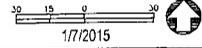
TOTAL LOT AREA:	5.196 AC
FUTURE LAND USE DESIGNATION:	RESORT FACILITIES MEDIUM (RFM)
ZONING DISTRICT:	R-60 WITH SSH OVERLAY
MAXIMUM PERMITTED DENSITY:	HOTEL/TEMPORARY LODGING: 10 ROOMS/ACRE RESIDENTIAL: 5 UNITS/ACRE
PROPOSED DENSITY:	102 TEMPORARY LODGING ROOMS (112,516 AC = 19.6 ROOMS/AC)
BUILDING AREA:	78,823 SF (0.35 FAR) MAXIMUM FAR 0.63
PARKING (*)	86 SPACES REQUIRED (0.8/ROOM + 1/800 SF MEETING SPACE); 102 ROOMS x 0.8/ROOM = 82 MINIMUM 3000 SF MEETING SPACE x 1/800 SF = 4 MINIMUM 86 MINIMUM SPACES REQUIRED 116 SPACES PROVIDED
R-60 DIMENSIONAL STANDARDS	
FRONT SETBACK:	15 FEET MINIMUM: WEST 55.0' EXISTING NORTH 5.9' EXISTING SOUTH 31.4' EXISTING EAST 3.8' EXISTING
SIDE SETBACK:	7.5 FEET MINIMUM: N/A
REAR SETBACK:	10 FEET MINIMUM: N/A
MAXIMUM HEIGHT:	2 STORY: 35' (EXISTING 3 STORY BUILDING)
ISR:	0.594
OPEN SPACE:	40.6%
(*) 26 EXISTING SPACES TO REMAIN FOR TAOIST TAI CHI SOCIETY OF AMERICA OPERATIONAL OFFICE	



CONCEPT PLAN ONLY
SUBJECT TO CHANGE BASED ON FINAL DESIGN, UPDATED
BOUNDARY & TOPOGRAPHIC SURVEY AND JURISDICTIONAL
WETLAND CONSTRAINTS, SUBJECT TO SITE PLAN APPROVAL

TAOIST TAI CHI SOCIETY OF AMERICA FENWAY SITE
CONCEPT PLAN
C2

Gulf Coast Consulting, Inc.
LPA Development Consulting
ARCHITECTURAL PLANNING DIVISION
1500 BAYVIEW BLVD, SUITE 100
MIAMI BEACH, FL 33139
TEL: 305-441-1111
WWW.GULFCOASTCONSULTING.COM



DEV-510 14-57.01-2/4



148 Second St. N. Ste. 310
 25 Pinellas Ave. Suite 200
 Clearwater, FL 33760
 727-821-5899

CONSULTANTS

ARCHITECTS
 KLAR AND KLAR ARCHITECTS
 28473 US HWY 19N
 CLEARWATER, FL
 727-799-5420

ENGINEER
 GULF COAST CONSULTING, INC
 1325 E 13TH AVE, Suite 403
 Clearwater, FL 33760
 727-524-1818

OWNER

TAOIST TAI CHI SOCIETY - USA

TAOIST TAI CHI SOCIETY
 453 EDGEWATER DRIVE
 DUNEDIN | FL

SIGNATURE & SEAL

FL Registration: LC26000471

CONCEPT PLANS

ISSUE DATE	NO.	DESCRIPTION	DATE
	1	CONCEPT PLANS	10-17-14
	2	GREENSPACE PLAN	10-24-14
	3	GREENSPACE PLAN	11-04-14
	4	GREENSPACE PLAN	01-09-15

REVISIONS

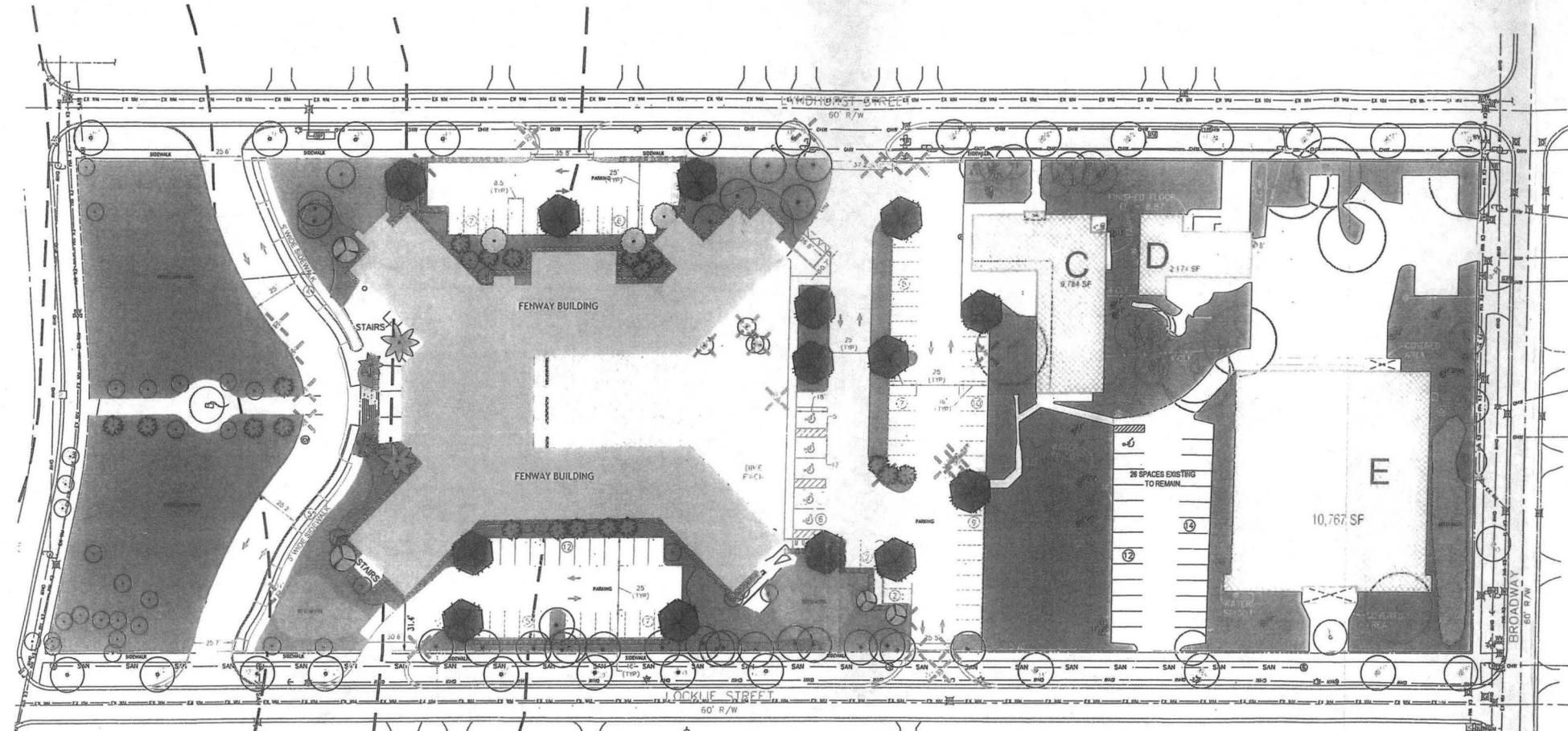
NO.	COMMENTS	DATE

SHEET INFORMATION
 14025
 DRAWN BY
 CHECKED BY

SCALE: 1"=20'-0"
 0 10 20
 40'

LANDSCAPE
 SITE PLAN

L 1.00



BUFFERS AND LANDSCAPE REQUIREMENTS

- 1. FOUNDATION LANDSCAPE 800 WIDTH @ 2 ACCENT TREES OR 1 PALM PER 50 L.F.
- 1 SHRUB PER 30 S.F.
- 251 SHRUB AND GROUNDCOVER MIX



GREENSPACE

CONCEPTUAL PLANT MATERIAL LEGEND

- SPECIFIC PALM TREES: MEDITERRANEAN DATE PALM, ROYAL PALM, CHINESE FAN PALM, PORTULAC PALM
- SHADE TREES: ELM, LIVE OAK
- PALM: ALEXANDER PALM, BOBBY PALM, WINDMILL PALM
- PALM: SABAL PALM, VISIONARY PALM, WASHINGTONIA PALM
- LARGE ORNAMENTAL TREES: HONG KONG ORCHID TREE, ROYAL POINCIANA, ACACIA
- POINZ TREES: RED MAPLES, CYPRESS
- MEDIUM ORNAMENTAL TREES: LYONNIA, WEIBING YAKHOI HOLLY, SAKAKINAI HOLLY, JAPANESE BLOODEY TREE, HIBISCUS TREE-FORM, ATROPAPA, BIRCH HAWTHORN TREE, CASHA TREE
- SHRUBS: VIBURNUM SUPERBUM, BIRCH HAWTHORN, FODDORPHUS, TEXAS SAGE, DWARF SHEFFLERIA, JAPANESE BORNWOOD
- SMALL ORNAMENTAL TREES / ACCENT PLANTS: CAROBWOOD PALM, COQUITE, DWARF VAREGATED SHEFFLERIA, ARJUNY COASH, PAPA PALM GRASS, GOLD MOUND DRUMMA, DORA, FRENCH, VAREGATED SHELL SHRUB, CHINA LILY, GOLF BIRD OF PARADISE, BIRD OF PARADISE, MANNA PROLIFEROSUM
- GROUNDCOVERS: DWARF CONFEDERATE JASMINE, VAREGATED DWARF CONFEDERATE JASMINE, CONFEDERATE JASMINE, VAREGATED CONFEDERATE JASMINE, BIRCH HAWTHORN, FODDORPHUS GRASS, LANTANA, DWARF ALLAMANDA, PORTULAC, FLAX LILY, PORTULAC PERU, JUMPER

GREENSPACE CALCULATIONS

TOTAL SITE: 226,338 S.F., 5.2 AC
 SITE OPEN SPACE / LANDSCAPE AREA: 127,105 S.F.
 TOTAL ISR: 134,445 S.F. = 0.594
 PERCENTAGE OF PARKING AREA LANDSCAPED: 1' 230 S.F.
 WIDTH OF PERIMETER LANDSCAPE BUFFERS: 2.1 ON THE NORTH PARKING LOT AND 8' ON THE SOUTH PARKING LOT.

TREE REMOVAL SCHEDULE

SYMBOL	NOTE
	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED

NOTES:

DEV-5/D 14-57.01 z/c

ORDINANCE 15-07

AN ORDINANCE OF THE CITY OF DUNEDIN AMENDING THE POLICY DOCUMENT OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF DUNEDIN TO ADD OBJECTIVE Q PROVIDING THAT REDEVELOPMENT OF BLIGHTED, SUBSTANDARD, INEFFICIENT AND/OR OBSOLETE AREAS SHALL BE A HIGH PRIORITY; ADDING POLICY Q-1 PROVIDING FOR DEVELOPMENT INCENTIVES SUCH AS DENSITY BONUSES, TRANSFER OF DEVELOPMENT RIGHTS, OR DENSITY/INTENSITY AVERAGING; ADDING POLICY Q-2 PROVIDING FOR THE PROHIBITION OF DENSITY BONUSES, TRANSFER OF DEVELOPMENT RIGHTS AND DENSITY/INTENSITY AVERAGING WITHIN THE COASTAL HIGH HAZARD AREA (CHHA); ADDING OBJECTIVE R PROVIDING THAT GROWTH OF TOURISM IS ONE OF DUNEDIN'S PRIMARY ECONOMIC DEVELOPMENT GOALS; ADDING POLICY R-1 PROVIDING THAT DEVELOPMENT PROJECTS MAY UTILIZE THE STANDARD TEMPORARY LODGING DENSITIES AND INTENSITIES SPECIFIED WITHIN EACH COUNTYWIDE PLAN MAP CATEGORY, OR IN THE ALTERNATIVE, UTILIZE ALL, OR ANY PART OF THE HIGHER TEMPORARY LODGING DENSITIES AND ASSOCIATED INTENSITIES INCLUDED IN THE ATTACHED TABLE; ADDING POLICY R-2 PROVIDING FOR A LEGALLY ENFORCEABLE MANDATORY EVACUATION/CLOSURE COVENANT FOR DEVELOPMENT PROJECTS UTILIZING ALL, OR ANY PART OF THE HIGHER TEMPORARY LODGING DENSITIES AND ASSOCIATED INTENSITIES INCLUDED IN THE ATTACHED TABLE; BY AMENDING TABLE 10 OF THE SUPPORT DOCUMENT OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TITLED "DEVELOPMENT CONTROLS" TO ADDRESS TRANSFER OF DEVELOPMENT RIGHTS AND DENSITY/INTENSITY AVERAGING; TO ADD NARRATIVE LANGUAGE REGARDING DEVELOPMENT INCENTIVES AND RESTRICTIONS OF THOSE INCENTIVES WITHIN THE COASTAL HIGH HAZARD AREA (CHHA) ON PAGE 35 OF THE SUPPORT DOCUMENT; AND REVISING TABLE 13 TITLED "LAND USE CLASSIFICATION REVIEW CRITERIA" TO AMEND THE CRITERIA OF RESORT FACILITIES MEDIUM (RFM), COMMERCIAL RECREATION (CR) AND COMMERCIAL GENERAL (CG); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES

IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, City staff has reviewed the Future Land Use Element of the Comprehensive Plan and has recommended updating the Future Land Use Element of the Dunedin 2025 Comprehensive Plan to add to economic development tools for the City to use in certain redevelopment scenarios; and

WHEREAS, City staff has recommended adding provisions in the Future Land Use Element of the Comprehensive Plan regarding transfer of development rights; and

WHEREAS, the transfer of development rights is the conveyance of development rights by deed, easement, or other legal instrument from a parcel or parcels of land to another parcel or parcels, or within the same parcel, where such conveyance is from one Countywide Plan Map category to a similar, but separately located, or a different, Countywide Plan Map category; and

WHEREAS, City staff has recommended amending the Future Land Use Element of the Comprehensive Plan to provide for density/intensity averaging; and

WHEREAS, density/intensity averaging is the aggregation of the otherwise permitted density and/or intensity of a parcel or parcels of land in a non-uniform or consolidated manner on a portion of such contiguous parcel(s); and

WHEREAS, Countywide Plan Rules provide for certain increased alternative temporary lodging densities as an economic development incentive tool subject to a required development agreement that controls the use of the incentive; and

WHEREAS, the Department of Economic Opportunity, in its function as the State Land Planning Agency, has reviewed and provided comment on the amendments to the Future Land Use Element of the Comprehensive Plan in accordance with F.S. 163.3184(3).

WHEREAS, this change to the Comprehensive Plan allows for the alternative standards to be used in the Resort Facility Medium (RFM), the Commercial General (CG), and the Commercial Recreation (CR) land use categories within the City of Dunedin; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the policy document for the Future Land Use Element of the Dunedin 2025 Comprehensive Plan is amended to add Objective Q which shall read as follows:

OBJECTIVE Q: The redevelopment of blighted, substandard, inefficient and/or obsolete areas shall be a high priority and promoted through the implementation of redevelopment and special area plans, the construction of catalytic private projects, and public private partnerships.

Section 2. That the policy document for the Future Land Use Element of the Dunedin 2025 Comprehensive Plan is amended to add Policy Q-1 and Policy Q-2 which shall read as follows:

POLICY Q-1: Redevelopment shall be encouraged, where appropriate, by providing development incentives such as density bonuses, transfer of development rights, or density/intensity averaging.

POLICY Q-2: Density bonuses, transfer of development rights, and density/intensity averaging are prohibited in the Coastal High Hazard Area (CHHA).

Section 3. That the policy document for the Future Land Use Element of the Dunedin 2025 Comprehensive Plan is amended to add Objective R which shall read as follows:

OBJECTIVE R: The growth of tourism is one of Dunedin's primary economic development goals. In support of this economic goal, the development of additional hotel room inventory.

Section 4. That the policy document for the Future Land Use Element of the Dunedin 2025 Comprehensive Plan is amended to add Policy R-1 and Policy R-2 which shall read as follows:

POLICY R-1: Development projects may utilize the standard temporary lodging densities and intensities specified within each Countywide Plan Map category that provides for such use; or may, in the alternative, utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the Table below, subject to the additional requirements listed in the City's Land Development Regulations.

POLICY R-2: Development projects located in the Coastal High Hazard Area (CHHA) may utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the Table below. However, these specific temporary uses shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center.

TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS

		Maximum Density/Intensity Standards		
Plan Category	Temporary Lodging On Property That Is:	Units/Acre	FAR	ISR
RFM	Less Than One Acre	45	1.0	0.85
	Between One Acre And Three Acres	60	1.5	0.85
	Greater Than Three Acres	75	2.0	0.85
CR		60	1.2	0.90
CG		60	1.2	0.90

Section 5. That Table 10 titled “Development Controls” of the Future Land Use Element of the Dunedin 2025 Comprehensive Plan support document shall be amended in its entirety as set forth in Exhibit “A” which is attached hereto and incorporated herein.

Section 6. That the narrative language of the Future Land Use Element of the Dunedin 2025 Comprehensive Plan support document immediately following Table 10 on page 35 shall be amended to include the following language after the words “rejuvenate downtown”:

Development Incentives

Transfer of Development Rights and Density/Intensity Averaging

The redevelopment of blighted, substandard, inefficient and/or obsolete areas is a high priority and should be promoted through the implementation of redevelopment and special area plans, the construction of catalytic private projects, and public private partnerships. To assist these projects, incentives such as density bonuses, transfer of development rights, or density/intensity averaging can be authorized by the City Commission.

Density bonuses, transfer of development rights, and density/intensity averaging are prohibited in the Coastal High Hazard Area (CHHA).

Alternative Lodging Density/Intensity Standards

Development projects, except for the Coastal High Hazard Area, may utilize the standard temporary lodging densities and intensities specified within each Countywide Plan Map category that provides for such use; or may, in the alternative, utilize all, or any part of, the

higher temporary lodging densities and associated intensities included in the Table below. Development projects located in the Coastal High Hazard Area (CHHA) may also utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the table below. However, these specific temporary uses shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center.

TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS

		Maximum Density/Intensity Standards		
Plan Category	Temporary Lodging On Property That Is:	Units/Acre	FAR	ISR
RFM	Less Than One Acre	45	1.0	0.85
	Between One Acre And Three Acres	60	1.5	0.85
	Greater Than Three Acres	75	2.0	0.85
CR		60	1.2	0.90
CG		60	1.2	0.90

Section 7. That Table 13 titled “Land Use Classification Review Criteria” set forth in the Future Land Use Element of the Dunedin 2025 Comprehensive Plan support document is amended in its entirety to read as set forth in Exhibit “B” which is attached hereto and incorporated herein.

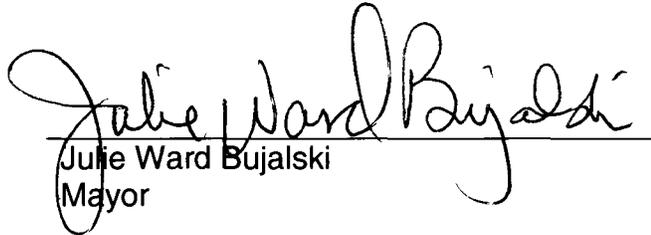
Section 8. If any section or portion of a section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Ordinance.

Section 9. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 10. That the effective date of this Plan Amendment shall be thirty-one (31) days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective date of this amendment shall be the date a Final Order is issued by the Department of Economic Opportunity, or the Administration Commission, finding the amendment in compliance with Section 163.3184, Florida Statutes. No development orders, development permits or land uses dependent on this amendment may be issued or commenced before it has become effective. If a Final Order of Noncompliance is issued by the Administration Commission, this

amendment may nevertheless be made effective by adoption of a Resolution affirming its effective status, a copy of which Resolution shall be sent to the Department of Economic Opportunity, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 18th day of June, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 5, 2015

READ SECOND TIME AND ADOPTED: June 18, 2015

Ordinance 15-07

EXHIBIT "A"

viability of the area in which the proposed development or redevelopment is located.

Economically-related uses.

A change in or loss of existing or previously established uses constituting an economic impact on the portion of the community in which the development or redevelopment is located. A change of use from a mixed use to a single use relative to its location within the community which potentially defeats the purpose of providing a mixture of uses in appropriate locations beneficial to the economics of the community, including the loss of tourist facilities, retail opportunities, transient accommodations and similar matters which can potentially impact the economic viability or diversity of the community.

- POLICY O-2:** By December of 2008, the City will develop guidelines by ordinance that will further refine the criteria and type of analysis to determine compatibility, but the general concepts set forth in Policy O-1 above will be applicable prior to guideline adoption.
- OBJECTIVE P:** The City will support and retain working waterfronts as much as possible.
- POLICY P-1:** The City will continue its use of the Commercial Recreation land use to identify working waterfronts enterprises.
- POLICY P-2:** Assist the state in its management of Honeymoon Island and Caladesi Island.
- POLICY P-3:** Continue the operation of the City Marina.
- OBJECTIVE Q:** The redevelopment of blighted, substandard, inefficient and/or obsolete areas shall be a high priority and promoted through the implementation of redevelopment and special area plans, the construction of catalytic private projects, and public private partnerships.
- POLICY Q-1:** Redevelopment shall be encouraged, where appropriate, by providing development incentives such as density bonuses, transfer of development rights, or density / intensity averaging.



POLICY Q-2: Density bonuses, transfer of development rights, and density / intensity averaging are prohibited in the Coastal High Hazard Area (CHHA).

OBJECTIVE R: The growth of tourism is one of the Dunedin's primary economic development goals. In support of this economic goal, the development of additional hotel room inventory.

POLICY R-1: Development projects may utilize the standard temporary lodging densities and intensities specified within each Countywide Plan Map category that provides for such use; or may, in the alternative, utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the Table below, subject to the additional requirements listed in the City's Land Development Regulations:

POLICY R-2: Development projects located in the Coastal High Hazard Area (CHHA) may utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the Table below. However, these specific temporary uses shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center.

TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS

<u>Plan Category</u>	<u>Temporary Lodging On Property That Is:</u>	<u>Maximum Density/Intensity Standards</u>		
		<u>Units/Acre</u>	<u>FAR</u>	<u>ISR</u>
<u>RFM</u>	<u>Less Than One Acre</u>	<u>45</u>	<u>1.0</u>	<u>0.85</u>
	<u>Between One Acre And Three Acres</u>	<u>60</u>	<u>1.5</u>	<u>0.85</u>
	<u>Greater Than Three Acres</u>	<u>75</u>	<u>2.0</u>	<u>0.85</u>
<u>CR</u>		<u>60</u>	<u>1.2</u>	<u>0.90</u>
<u>CG</u>		<u>60</u>	<u>1.2</u>	<u>0.90</u>



Ordinance 15-07

EXHIBIT "B"

TABLE 10 DEVELOPMENT CONTROLS					
CONTROL	IN COMPREHENSIVE PLAN?	IN UDC?	ELSEWHERE?	DISCUSSION	EFFECTIVENESS
Open Space Requirements	No	Yes	N/A	Land Dedication ordinance sets down parkland requirements for developments of five units or more	Has generated open space or funds for purchase of parkland
Development Clustering Requirements	No	No	N/A		
Other Development Strategies	Yes	Yes	N/A	UDC allows zero-lot line developments; comprehensive plan defines illustrative uses including townhouses and garden apartments	Only one zero-lot line development currently; one other zero-lot line site plan has been approved
Phasing of Development Requirements	No	Yes	N/A	UDC allows development to be built in phases	Several larger developments have been built in phases (Royal Stewart Arms, Chesapeake Apartments)
Land Use Locational Criteria	Yes	Yes	N/A	Comprehensive plan defines illustrative uses and proper locations; UDC specifies permitted uses	Compatibility is weighed greatly in land use plan amendments and on site plans
Infrastructure Extension Controls	No	Yes	N/A	UDC mandates that development shall install own utilities and hook to City for Services	Very effective implementation reduces costs to City
Allocation of Future Development Costs	No	No	N/A		
Extent New Development Pays Its Way	No	Yes	County Transportation Impact Fees	Development/Impact Fees are charged for sewer, water, fire, parks (in lieu of land) and police	Although generating hundreds of thousands of dollars impact fees do not fully cover costs associated with development
Transfer of Development Rights	No <u>Yes</u>	Yes	PPC's County-wide Rules. <u>City LDRs.</u>	Unbuildable upland land can transfer out at rate of one UPA or 5% FAR per acre	Not used very often. <u>Economic development incentive</u>
<u>Density / Intensity Averaging</u>	<u>Yes</u>	<u>Yes</u>	<u>PPC's County-wide Rules. City LDRs.</u>		<u>Economic development incentive</u>
Purchase of Development Rights	No	Yes	N/A	UDC allows purchase or donation of land necessary for easements (e.g., ROW, construction, utility, drainage)	Very effective for easement acquisition
Planned Unit Development Requirements	No	Yes	N/A	Planned Residential-1 and -2 categories in Zoning Code	Over a dozen planned residential developments in the City



TABLE 10 (CONTINUED)

CONTROL	IN COMPREHENSIVE PLAN?	IN UDC ?	ELSEWHERE?	DISCUSSION	EFFECTIVENESS
Traditional Neighborhood Development Requirements	No	No	No		
Land Use Functional Linkages and Mixed Uses	Yes	Yes	PPC's County-wide Rules	CRD land use promotes redevelopment and mixed uses	Downtown has enjoyed a resurgence
Jobs-to-Housing Balance Requirements	No	No	N/A		
Criteria for Designating New Urban Lands	No	No	N/A		
Provision for New Towns, Rural Villages or Rural Activity Centers	No	No	N/A		
Functional Buffering Requirements	No	Yes	No	UDC provides for visual and noise buffering of commercial and industrial activities from lower intensity	Very effective in protecting residential from effects of industrial activities
Urban Area Expansion Restrictions	No	No	Florida Statutes	Restrictions on annexations: contiguous and cannot create enclaves	Annexations have been minimal in recent years
Planning Strategies that Protect Agricultural Areas and Environmentally Sensitive Lands	Yes	Yes	Yes	Comprehensive Plan policies, concurrency requirements and site plan review protect wetlands and aquifer recharge areas	Minimal impact on wetlands
Urban Service Areas	Yes	No	Yes	City has defined a water service area, a sewer service area, a solid waste collection area; with existing services and facilities, entire City should qualify as an existing urban service area	Water and solid waste served effectively; may be a need for a sewer extension plan
Urban Growth Boundaries	Yes	No		City entered into an Inerlocal Agreement with Pinellas County for planning purposes in the Planning Area	Planning Area limits maximum extent City can expect to annex land
Access Management Controls	No	Yes	FDOT	Site plan review allows for adjusting of ingress/egress points; development on state roads must receive access permits from FDOT	Mixed effectiveness: older developments can present concerns (e.g., residential on Alternate US 19), but SR 580 functions well

Source: Dunedin Planning & Development, 2007



Development Incentives

Transfer of Development Rights and Density/Intensity Averaging

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Density bonuses, transfer of development rights, and density / intensity averaging are prohibited in the Coastal High Hazard Area (CHHA).

Alternative Lodging Density/Intensity Standards

Development projects, except for the Coastal High Hazard Area, may utilize the standard temporary lodging densities and intensities specified within each Countywide Plan Map category that provides for such use; or may, in the alternative, utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the Table below. Development projects located in the Coastal High Hazard Area (CHHA) may also utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the Table below. However, these specific temporary uses shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center.

TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS

<u>Plan Category</u>	<u>Temporary Lodging On Property That Is:</u>	<u>Maximum Density/Intensity Standards</u>		
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<u>CR</u>		<u>60</u>	<u>1.2</u>	<u>0.90</u>
<u>CG</u>		<u>60</u>	<u>1.2</u>	<u>0.90</u>

Although the City has an extensive shoreline, there is very little commerce associated with it. Most of the waterfront is submerged by recreation and open space or by residential development.



There are a few commercial establishments related to water activities spread interspersed with other uses. Figure 6 shows those non-residential, non-vacant uses residing along the shoreline, not only of the mainland but also of the offshore islands as well.

Recreational uses predominate. Both Honeymoon and Caladesi Island are included in this assessment because, as state parks, they employ persons who make their livelihood working there. A subset of recreation is the marina, three of which are located in Dunedin. One is public and operated by the City. A set of docks can accommodate 194 vessels of varying sizes, including 12 commercial, 9 transient and 173 recreational. It also has commercial unloading to a wharf-front seafood market, and provides a trailered boat launching ramp.



**TABLE 13
LAND USE CLASSIFICATION REVIEW CRITERIA**

TYPE	DENSITY/INTENSITY	PURPOSE	USE CHARACTERISTICS	LOCATIONAL CHARACTERISTICS	TRANSPORTATION CHARACTERISTICS	OTHERS/COMMENTS
Residential Use Classification						
Residential Suburban (RS)	0 to 2.5 UPA 3 beds/DU REUS 0.30 FAR NRU 0.60 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those parcels in the City that are currently developed, or appropriate to be developed, in a suburban low intensity residential manner	Primary: Residential Secondary: Residential Equivalent; Institutional; Public Educational Facility; Ancillary Non-Residential; Recreation/ Open Space	In areas where use and development characteristics are suburban residential in nature, and in areas serving as a transition between more rural and more urban residential areas.	Areas served by and accessed from minor and collector roadways which connect to the arterial and thoroughfare highway network.	
Residential Low (RL)	2.6 to 5.0 UPA 3 beds/DU REUS 0.40 FAR NRU 0.65 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those parcels in the City that are currently developed, or appropriate to be developed, in a low density residential manner.	Primary: Residential Secondary: Residential Equivalent; Institutional; Public Educational Facility; Ancillary Non-Residential; Recreation/ Open Space	In areas where use and development characteristics are low density residential in nature, and in areas serving as a transition between more suburban and more urban residential areas	Areas served by and accessed from minor and collector roadways which connect to the arterial network.	
Residential Urban (RU)	5.1 to 7.5 UPA 3 beds/DU REUS 0.40 FAR NRU 0.65 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those parcels in the City that are currently developed, or appropriate to be developed, in an urban low density residential manner	Primary: Residential Secondary: Residential Equivalent; Institutional; Public Educational Facility; Ancillary Non-Residential; Recreation/ Open Space	In areas removed from, but in close proximity to urban activity centers, in areas where use and development characteristics are urban residential in nature, and in areas serving as a transition between more suburban and more urban residential areas.	Areas served by and accessed from minor and collector roadways which connect to the arterial network.	
Residential Low Medium (RLM)	7.6 to 10.0 UPA 3 beds/DU REUS 0.50 FAR NRU 0.75 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those parcels in the City that are currently developed, or appropriate to be developed, in a low to moderately intensive residential manner	Primary: Residential Secondary: Residential Equivalent; Institutional; Public Educational Facility; Ancillary Non-Residential; Recreation/ Open Space	In areas in close proximity to urban activity centers, in areas where use and development characteristics are low medium residential in nature, and in areas serving as a transition between low density and high density residential areas	Areas served by and accessed from minor and collector roadways which connect to the arterial network.	
Residential Medium (RM)	10.1 to 15.0 UPA 3 beds/DU REUS 0.50 FAR NRU 0.75 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those parcels in the City that are currently developed, or appropriate to be developed, in a moderately intensive residential manner	Primary: Residential Secondary: Residential Equivalent; Institutional; Public Educational Facility; Ancillary Non-Residential; Recreation/ Open Space	In areas within or in close proximity to urban activity centers, in areas where use and development characteristics are medium density residential in nature, and in areas serving as a transition between less urban and more urban residential and mixed use areas.	These areas are typically in close proximity to and may have direct access from the arterial network	
Residential High (RH)	15.1 to 30 UPA 3 beds/DU REUS 0.60 FAR NRU 0.85 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those parcels in the City that are currently developed, or appropriate to be developed, in a highly intensive residential manner	Primary: Residential Secondary: Residential Equivalent; Institutional; Public Educational Facility; Ancillary Non-Residential; Recreation/ Open Space	In areas within or in close proximity to urban activity centers, in areas where use and development characteristics are high density residential in nature, and in areas serving as an urban center	These areas are typically in close proximity to and may have direct access from the arterial network and are served by mass transit in a manner that provides an alternative to individual automobile use.	This designation is generally not appropriate for coastal high hazard and evacuation level "A" areas



TABLE 13 (CONTINUED)

TYPE	DENSITY/INTENSITY	PURPOSE	USE CHARACTERISTICS	LOCATIONAL CHARACTERISTICS	TRANSPORTATION CHARACTERISTICS	OTHERS/COMMENTS
Mixed Use Classification						
Residential/Office General (R/OG)	15 UPA Residential Max RDP ≤ 50% 3 beds/DU REUS 0.50 FAR NRU 0.75 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those areas of the county that are now developed, or appropriate to be developed, in an office and/or medium density residential use.	Primary: Office; residential. Secondary: Residential equivalent; institutional; retail sales	In areas where it would serve as a transition from an urban activity center or more intensive non-residential use to low density residential or public/semi-public use, and in areas where the size and scale of office and residential use is appropriate to free standing office, medium density residential or a combination thereof.	Should be served by arterial and major collector facilities and mass transit.	Personal service, office support, retail sales cannot exceed 10% of total floor area of main structure.
Residential/Office/Retail (R/OR)	15 UPA Residential Max RDP ≤ 50% 30 UPA TA 3 beds/DU REUS 0.40 FAR NRU 0.85 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those areas of the county that are now developed, or appropriate to be developed, in residential, office and/or retail commercial use.	Primary: Office; residential; retail commercial; personal service Secondary: Residential equivalent; institutional.	In areas where it would serve as a transition from an urban activity center or more intensive non-residential use to residential, office or public/semi-public use, and in areas where the size and scale of development will accommodate true mixed residential, office and retail use.	Areas that are typically in close proximity to and served by the arterial and major collector highway network and where mixed use development allows interaction between uses and encourages mass transit and non-vehicular trips.	
Resort Facilities Medium (RFM)	15 UPA Residential Max RDP ≤ 50% 3 beds/DU REUS 30 UPA TA ** 0.65 FAR NRU 0.85 ISR NRU 3 acre ANRTU threshold 5 acre I threshold	To show those areas of the City that are now developed, or appropriate to be developed, in medium density residential and resort or tourist facility use.	Primary: Transient accommodation; residential. Secondary: Residential equivalent; institutional; tourist facilities.	In areas where it would identify existing moderately intensive mixed residential and hotel/motel use, or in locations where unique recreational assets warrant the combination of permanent and temporary accommodations.	Should be served by arterial and major collector network, as well as by mass transit.	
Planned Redevelopment Mixed Use (PR-MU)	By special area plan. 3 acre ANRTU threshold 5 acre I threshold	To show those areas of the City that are developed with a collection of residential, office, and commercial uses, along corridors, adjacent to neighborhoods or within distinct areas that are interrelated and complimentary. This category should facilitate infill and redevelopment of these areas to create a desirable mix of non-residential and residential uses by promoting aesthetically pleasing, safe environments, and buildings that are compatible with the area's character, uses, and transportation facilities.	By special area plan	By special area plan.	By special area plan.	10 acre minimum site size.



TABLE 13 (CONTINUED)

TYPE	DENSITY/INTENSITY	PURPOSE	USE CHARACTERISTICS	LOCATIONAL CHARACTERISTICS	TRANSPORTATION CHARACTERISTICS	OTHERS/COMMENTS
Commercial Use Classification						
Commercial Neighborhood (CN)	10 UPA Residential Max RDP ≤ 50% 3 beds/DU REUS 0.40 FAR NRU 0.80 ISR NRU 5 acre ITU threshold	To show those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide local, neighborhood scale, convenience commercial goods and services.	Primary: Office; personal service; retail commercial; commercial/business service. Secondary: Residential; residential equivalent; institutional.	In areas adjacent to and on the periphery of large, definable residential neighborhoods; in areas distant from other commercially designated proper- ties and situated so as to preclude strip-like commercial development.	These areas are generally located on a collector roadway and oriented to a specific and limited geographic neighborhood as distinct from through traffic on an arterial.	
Commercial Limited (CL)	15 UPA Residential Max RDP ≤ 50% 3 beds/DU REUS 0.45 FAR NRU 0.85 ISR NRU 5 acre ITU threshold	To show those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide limited, roadway oriented commercial goods and services.	Primary: Office; personal service; retail commercial; commercial/business service. Secondary: Residential; residential equivalent; institutional.	In areas adjacent to and fronting on those arterial and major collector roadways.	On arterials or major collectors.	
Commercial Recreation (CR)	3 beds/DU REUS (at 12.5 UPA Max) 0.55 FAR NRU 0.90 ISR NRU 40 UPA TA ** 5 acre ITU threshold	To show those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide commercial recreation activities.	Primary: Marina; transient accommodation; restaurant; retail commercial. Secondary: Residential equivalent; institutional.	In areas adjacent to activity centers or areas designated for commercial use; in water-dependent locations for marina and boat service use.	Should have good access to major transportation facilities so as to serve the commercial recreation facility needs of the resident and tourist population of the City.	
Commercial General (CG)	15 UPA Residential Max RDP ≤ 50% 3 beds/DU REUS 0.55 FAR NRU 0.90 ISR NRU 40 UPA TA ** 5 acre ITU threshold	To show those areas of the County that are now developed, or appropriate to be developed, in a manner designed to provide community and countywide commercial goods and services.	Primary: Retail commercial; office; personal service; commercial/business service; transient accommodation; restaurant; financial institution; Secondary: Residential; residential equivalent; institutional.	In areas in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; in areas supported by arterial or major collector roadways.	On arterials or major collectors; at intersection of two major collectors	

** Eligible for Alternative Lodging Density / Intensity Standards



TABLE 13 (CONTINUED)

TYPE	DENSITY/INTENSITY	PURPOSE	USE CHARACTERISTICS	LOCATIONAL CHARACTERISTICS	TRANSPORTATION CHARACTERISTICS	OTHERS/COMMENTS
Industrial Use Classification						
Industrial Limited (IL)	0.65 FAR NRU 0.85 ISR NRU 5 acre ITU+ threshold	To show those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide clean, low intensity, fully enclosed manufacturing, assembly and research facilities	Primary: Light manufacturing; research, office, wholesale sales, office machine repair Secondary: Retail sales	In areas with sufficient size to encourage an industrial park arrangement, as well as integrated industrial/mixed use projects, with provision for internal service access in locations suitable for light industrial use with minimal adverse impact on adjoining	Should be served by arterial and major collector network and mass transit.	Retail sales and personal services shall be allowed only as ancillary use and shall not exceed 25% of floor area of principal use. Buffering may be required
Industrial General (IG)	0.75 FAR NRU 0.95 ISR NRU 5 acre ITU threshold	To show those areas of the City that are now developed, or appropriate to be developed, in a manner designed to provide intensive industrial and heavy commercial uses subject to restrictions and requirements so as to be compatible with surrounding land uses.	Primary: Assembly and manufacturing; warehousing; open storage, foundry; open storage, wholesale sales Secondary: Business office	In areas with sufficient size to encourage an industrial park type arrangement with provision for internal service access and adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses	Should be served by arterial and major collector network and mass transit	Business offices shall be allowed only as ancillary use and shall not exceed 25% of floor area of principal use. Buffering may be required
Public/Semi-Public Use Classification						
Preservation (P)	0.10 FAR 0.10 ISR	To show those areas of the City that are now characterized, or appropriate to be characterized, as a natural resource feature worthy of preservation, and to recognize the significance of preserving such major environmental features and their ecological functions.	Primary: Open and undeveloped areas, swamps, streams, drainage areas, estuary	In areas where it is need to recognize natural resource features wherever they may appear and at a size significant to the feature being depicted in relationship to its surroundings, will frequently occur in a random and irregular pattern interposed	Not Applicable	Transfer of Development Rights are allowed except seaward of Coastal Construction Control Line. Buffer may be required for wetland Preservation areas
Recreation/Open Space (R/OS)	0.25 FAR 0.60 ISR	To show those areas of the County that are now used, or appropriate to be used, for open space and/or recreational purposes	Primary: Open and undeveloped areas, public/private open space, public/private park; public recreation facility; public beach/water access; golf course/clubhouse	Public and private open spaces and recreational facilities are dispersed throughout the City	Not Applicable.	Transfer of Development Rights are allowed
Institutional (I)	3 beds/DU REUS (at 12.5 UPA Max) 0.65 FAR NRU 0.85 ISR NRU 3 acre ANRTU threshold	To show those areas of the City that are now used, or appropriate to be used, for public/semi-public institutional purposes.	Primary: Elementary, middle and high schools; hospital, church, cemetery, fraternal or civic organization; municipal buildings Secondary: Residential; residential equivalent.	In areas where educational, health, public safety, civic, religious and like institutional uses are required to serve the community	Transportation access should be adequate.	



Transportation/Utility (T/U)	0.70 FAR NRU 0.90 ISR NRU 3 acre ANRTU threshold 10 acre IANRU threshold	To show those areas of the City that are now used, or appropriate to be used, for transport and public/private utility services	Primary: Water treatment plant, public works garage, wastewater treatment plant, electric substation. Secondary: Institutional	In areas where such utility installations are required to serve the community.	Not Applicable	Buffer may be required
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TABLE 13 (CONTINUED)

TYPE	DENSITY/INTENSITY	PURPOSE	USE CHARACTERISTICS	LOCATIONAL CHARACTERISTICS	TRANSPORTATION CHARACTERISTICS	OTHERS/COMMENTS
Special Designations						
Scenic/Non-Commercial Corridor (SNCC)	Related to Special Rules of the County-wide Rules.	To guide the preservation and enhancement of scenic qualities of certain roadways.	Related to Special Rules of the Countywide Rules	Belcher Road from City's southern boundary to Curlew Road, Curlew Road from Alternate US 19 to US 19; Alternate US 19 from Union to Scotland, CR 1 from Union Street to Hermosa	Not Applicable	
Water/Drainage Feature (WDF)	Submerged land, drainage feature (other than as overlay). No density/intensity allocation Drainage Overlay: As for underlying category	To show those water bodies and drainage features, now committed to, or proposed to be recognized for, these respective functions based on their physical characteristics and use. Water bodies include ocean, estuary, lake, pond, river, stream and drainage detention areas.	Primary: Open and undeveloped areas consistent with the water and/or drainage features characterizing these locations. Secondary: Drainage structures and facilities, environmental restoration and nonpermanent open space and recreation uses consistent with the primary purpose of stormwater management	Throughout the City.	Not Applicable	Secondary uses will also include those provided for in the underlying land use category where an overlay is utilized.
Community Redevelopment District (CRD)	By special area plan.	To show those areas of the city that are now designated, or appropriate to be designated, as community centers and neighborhoods for redevelopment in accord with a special area plan	High density residential uses along with retail, office, personal and professional services, employment center, financial, tourist, recreation, public/semi-public, appropriate industrial and specialty good uses, the intent is to have establishments which are compatible for a mixed use approach conducive to increased pedestrian activity and encouraging a "people oriented" downtown.	Community serving downtown location where retail, professional, financial, other business, personal service, high intensity residential, government, recreation, tourist, and employment center uses can be accommodated conveniently as a "multi-use" area with ready access to all modes of transportation.		
ANRTU: Ancillary Non-Residential, Transportation/Utility I: Institutional, please note that Public Educational Facilities are not subject to the Institutional threshold IANRU: Institutional, Ancillary Non-Residential Use ITU: Institutional, Transportation/Utility ITU+: Institutional, Transportation/Utility, Retail Commercial, Personal Service/Office Support, Commercial Business Service, Commercial Recreation, Transient Accommodation RDP: Residential Distribution Percentage TA: Transient Accommodations UPA: Units Per Acre						



I DO HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY
CERTIFIED THIS

DATE

3/20/15

CITY CLERK

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015085072 03/27/2015 at 12:44 PM
OFF REC BK: 18724 PG: 872-875
DocType:GOV RECORDING: \$35.50

ORDINANCE 15-08

AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF DUNEDIN, FLORIDA TO ANNEX CERTAIN REAL PROPERTY LOCATED AT 29870 U.S. HIGHWAY 19 N. WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.061 ACRES, INTO THE CORPORATE LIMITS OF THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to the provisions of the Florida Statutes, the City of Dunedin may lawfully annex land lying contiguous to the boundaries of the City upon written petition of the property owners thereof; and

WHEREAS, the City of Dunedin has received a written petition of the property owner of the following described property and has received proper proof of title setting forth the names of all persons, firms or corporations owning any interest in said property; and

WHEREAS, said property is reasonably compact and is contiguous to the City of Dunedin, lying in an unincorporated area; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The City of Dunedin, acting by and through its City Commission, hereby declares its intention to annex into the corporate limits of the City Dunedin the following property lying contiguous to the territorial limits of said City:

SEE ATTACHED EXHIBIT "A"

A map clearly showing the annexed area is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. Upon final passage and adoption, a certified copy of this Ordinance shall be duly recorded in the Office of the Circuit Court of Pinellas County and filed with the Department of State, State of Florida and the County Administrator of Pinellas County, Florida.

Section 3. When this Ordinance has been duly recorded and filed as aforesaid, the territory hereinabove described shall be thereupon annexed to the City of Dunedin and the inhabitants thereof shall enjoy all the privileges and be

~~subject to all liabilities as are applicable to the other lands and inhabitants within the corporate limits and subject to all laws and ordinances of the City of Dunedin.~~

Section 4. That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of March, 2015.



Julie Ward Bujalski
Mayor

ATTEST:

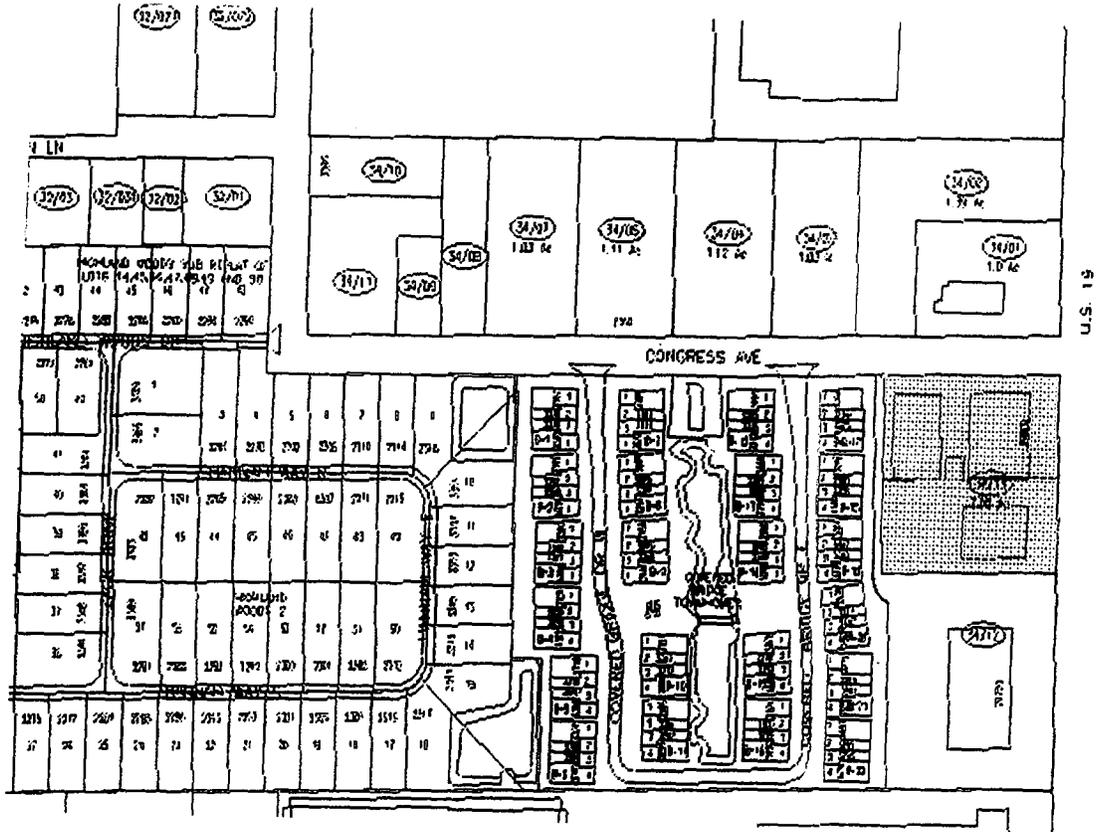

Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: March 5, 2015

READ SECOND TIME AND ADOPTED: March 19, 2015

A parcel of land lying in the Southwest $\frac{1}{4}$ of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of Section 18, Township 28 South, Range 16 East; thence N $01^{\circ}49'12''$ W, along the North-South centerline of said Section 18, 656.56 feet to the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 18, thence S $88^{\circ}48'36''$ West, 100.01 feet to the West right-of-way line of U.S. Highway 19 (a 200-foot right-of-way) and the Point of Beginning; thence continue S $88^{\circ}48'36''$ W, 300.01 feet; thence N $01^{\circ}49'12''$ W, 139.99 feet; thence N $88^{\circ}10'48''$ E, 106.30 feet; thence N $01^{\circ}49'12''$ W, 35.00 feet; thence N $88^{\circ}10'48''$ E, 30.00 feet; thence S $01^{\circ}49'12''$ E, 35.00 feet; thence N $88^{\circ}10'48''$ E, 163.70 feet to the West right-of-way of said U.S. Highway 19; thence S $01^{\circ}49'12''$ E along said right of way line 143.29 feet to the Point of Beginning.



ORDINANCE 15-08

AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF DUNEDIN, FLORIDA TO ANNEX CERTAIN REAL PROPERTY LOCATED AT 29870 U.S. HIGHWAY 19 N. WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.061 ACRES, INTO THE CORPORATE LIMITS OF THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to the provisions of the Florida Statutes, the City of Dunedin may lawfully annex land lying contiguous to the boundaries of the City upon written petition of the property owners thereof; and

WHEREAS, the City of Dunedin has received a written petition of the property owner of the following described property and has received proper proof of title setting forth the names of all persons, firms or corporations owning any interest in said property; and

WHEREAS, said property is reasonably compact and is contiguous to the City of Dunedin, lying in an unincorporated area; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The City of Dunedin, acting by and through its City Commission, hereby declares its intention to annex into the corporate limits of the City Dunedin the following property lying contiguous to the territorial limits of said City:

SEE ATTACHED EXHIBIT "A"

A map clearly showing the annexed area is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. Upon final passage and adoption, a certified copy of this Ordinance shall be duly recorded in the Office of the Circuit Court of Pinellas County and filed with the Department of State, State of Florida and the County Administrator of Pinellas County, Florida.

Section 3. When this Ordinance has been duly recorded and filed as aforesaid, the territory hereinabove described shall be thereupon annexed to the City of Dunedin and the inhabitants thereof shall enjoy all the privileges and be

subject to all liabilities as are applicable to the other lands and inhabitants within the corporate limits and subject to all laws and ordinances of the City of Dunedin.

Section 4. That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of March, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



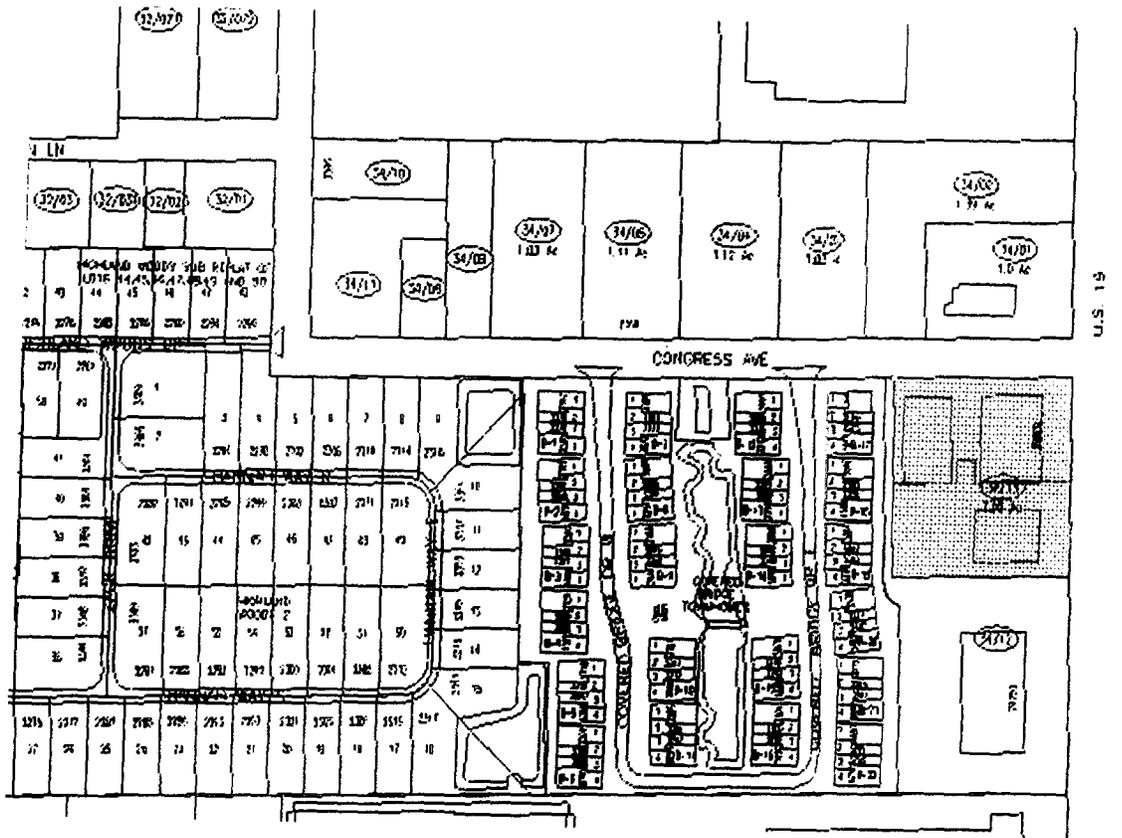
Denise M. Kirkpatrick
City Clerk

· READ FIRST TIME AND PASSED: March 5, 2015

READ SECOND TIME AND ADOPTED: March 19, 2015

A parcel of land lying in the Southwest ¼ of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of Section 18, Township 28 South, Range 16 East; thence N 01°49'12" W, along the North-South centerline of said Section 18, 656.56 feet to the South line of the North ½ of the Southeast ¼ of the Southwest ¼ of said Section 18, thence S 88°48'36" West, 100.01 feet to the West right-of-way line of U.S. Highway 19 (a 200-foot right-of-way) and the Point of Beginning; thence continue S 88°48'36" W, 300.01 feet; thence N 01°49'12" W, 139.99 feet; thence N 88°10'48" E, 106.30 feet; thence N 01°49'12" W, 35.00 feet; thence N 88°10'48" E, 30.00 feet; thence S 01°49'12" E, 35.00 feet; thence N 88°10'48" E, 163.70 feet to the West right-of-way of said U.S. Highway 19; thence S 01°49'12" E along said right of way line 143.29 feet to the Point of Beginning.



ORDINANCE 15-09

AN ORDINANCE AMENDING THE CITY OF DUNEDIN LAND USE PLAN, AS ADOPTED BY ORDINANCE 89-21, ON CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 29870 U.S. HIGHWAY 19 N. WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 2.065 ACRES, ASSIGNING A RESIDENTIAL/OFFICE/RETAIL (R/O/R) LAND USE DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property receive an amended land use designation on the Dunedin Land Use Plan following annexation; and

WHEREAS, the owner of the property described herein has requested that the Dunedin Land Use Plan be changed following annexation to Residential/Office/Retail (R/O/R); and

WHEREAS, the Local Planning Agency of the City of Dunedin has duly considered the type of land use designation that would be appropriate on said property and has recommended that the property herein below be changed following annexation to Residential/Office/Retail (R/O/R); and

WHEREAS, the City Commission of the City of Dunedin has considered such request and finds that such request should be granted; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the Dunedin Land Use Plan as adopted by Ordinance 89-21 be amended by redesignating the following described real property following annexation to Residential/Office/Retail (R/O/R), as said designation is more particularly described in said Land Use Plan:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The effective date of this small scale development plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Economic Opportunity, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is

issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of March, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: March 5, 2015

READ SECOND TIME AND ADOPTED: March 19, 2015

Ordinance 15-09
Exhibit "A"

A parcel of land lying in the Southwest $\frac{1}{4}$ of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of Section 18, Township 28 South, Range 16 East; thence N $01^{\circ}49'12''$ W, along the North-South centerline of said Section 18, 656.56 feet to the South line of the North $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 18, thence S $88^{\circ}48'36''$ West, 100.01 feet to the West right-of-way line of U.S. Highway 19 (a 200-foot right-of-way) and the Point of Beginning; thence continue S $88^{\circ}48'36''$ W, 300.01 feet; thence N $01^{\circ}49'12''$ W, 139.99 feet; thence N $88^{\circ}10'48''$ E, 106.30 feet; thence N $01^{\circ}49'12''$ W, 35.00 feet; thence N $88^{\circ}10'48''$ E, 30.00 feet; thence S $01^{\circ}49'12''$ E, 35.00 feet; thence N $88^{\circ}10'48''$ E, 163.70 feet to the West right-of-way of said U.S. Highway 19; thence S $01^{\circ}49'12''$ E along said right-of-way line 143.29 feet to the Point of Beginning.

ORDINANCE 15-10

AN ORDINANCE ZONING CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 29870 U.S. HIGHWAY 19 N. WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.061 ACRES, FROM COMMERCIAL PARKWAY (CP-1) (COUNTY) TO GENERAL BUSINESS (GB); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property be rezoned following annexation from Commercial Parkway (CP-1) (County) to General Business (GB); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owner be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from Commercial Parkway (CP-1) (County) to General Business (GB), as said zoning classification is more particularly described in Dunedin=s Land Development Code:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 19th day of March, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED:

March 5, 2015

READ SECOND TIME AND ADOPTED:

March 19, 2015

A parcel of land lying in the Southwest ¼ of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of Section 18, Township 28 South, Range 16 East; thence N 01°49'12" W, along the North-South centerline of said Section 18, 656.56 feet to the South line of the North ½ of the Southeast ¼ of the Southwest ¼ of said Section 18, thence S 88°48'36" West, 100.01 feet to the West right-of-way line of U.S. Highway 19 (a 200-foot right-of-way) and the Point of Beginning; thence continue S 88°48'36" W, 300.01 feet; thence N 01°49'12" W, 139.99 feet; thence N 88°10'48" E, 106.30 feet; thence N 01°49'12" W, 35.00 feet; thence N 88°10'48" E, 30.00 feet; thence S 01°49'12" E, 35.00 feet; thence N 88°10'48" E, 163.70 feet to the West right-of-way of said U.S. Highway 19; thence S 01°49'12" E along said right-of-way line 143.29 feet to the Point of Beginning.

ORDINANCE 15-11

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT THE CORNER OF STATE ROAD 580 AND OVERCASH DRIVE, FROM NEIGHBORHOOD BUSINESS (NB) AND GENERAL BUSINESS (GB) ALL TO GENERAL BUSINESS (GB); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property be rezoned from Neighborhood Business (NB) and General Business (GB) all to General Business (GB); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owner be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

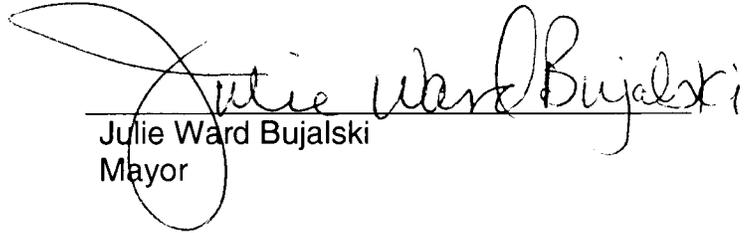
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from Neighborhood Business (NB) and General Business (GB) all to General Business (GB), as said zoning classification is more particularly described in Dunedin=s Land Development Code:

See Exhibit “A” attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 4th day of June, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: April 23, 2015

READ SECOND TIME AND ADOPTED: June 4, 2015

Commence at the center of Section 25, Township 20 South, Range 15 East; thence N 89°11'25" W, along the north line of the SW 1/4 of said Section 25, 611.70 feet; thence S 00°27'19" E, 72.58 feet to a point on the south right-of-way line of State Road 580 for a Point of Beginning; thence N 89°18'49" W, along the south right-of-way of State Road 580, 60.02 feet to the west line of the easterly half of the NE 1/4 of the SW 1/4 of said Section 25; thence along same S 00°27'19" E, 177.27 feet; thence S 89°11'25" E, 73.34 feet; thence N 00°22'41" W, 11.00 feet; thence N 88°59'55" E, 126.34 feet; thence S 02°54'57" E, 15.02 feet; thence S 89°11'25" E, 103.15 feet; thence N 00°21'35" W, 177.56 feet; thence N 89°13'50" W, 243.77 feet to the Point of Beginning.

ORDINANCE 15-12

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 5 PATRICIA AVENUE FROM GENERAL BUSINESS (GB) TO NEIGHBORHOOD BUSINESS (NB); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 100, 104, 108, 112, 116, 120, 124, 128, 150, 154, 180, 190, 194, 198, 202, 210, 220, 230, 240, 368, 372, 376, 380, 390, 399, 401, 403 AND 405 PATRICIA AVENUE; 2494 (PARCEL ID NUMBERS 15-28-15-05760-000-0010 AND 15-28-15-23166-006-0201) AND 2598 BAYSHORE BOULEVARD; 491, 501 503 AND 565 CAUSEWAY BOULEVARD; 901 AND 903 CURLEW ROAD FROM GENERAL BUSINESS (GB) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 125 (PARCEL ID NUMBERS 35-28-15-95990-000-0010 AND 35-28-15-95990-000-0020) 129, 499, 505, 516, 518, 526, 528 AND 601 PATRICIA AVENUE FROM GENERAL OFFICE (GO) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 404, 414, 420, 422, 424, 426, 428, 430, 463, 464, 465, 466, 481, 483 AND 495 PATRICIA AVENUE FROM NEIGHBORHOOD BUSINESS (NB) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 912, 914, 916, 918, 928, 930, 932, 934, 938, 940, 944, 950 AND 952 PATRICIA AVENUE; 2600, 2602, 2604, 2606, 2608, 2610, 2612, 2614, 2616, 2618, 2622, 2632, 2634, 2636, 2640, 2644, 2650, 2662, 2664, 2666, 2668, 2670, 2672, 2674, 2676, 2678, 2680 AND 2686 BAYSHORE BOULEVARD; 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 938, 940, 1010 AND 1120 CURLEW ROAD; 2812, 2814, 2816 AND 2817 ST. MARKS DRIVE FROM SHOPPING CENTER (SC) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 433, 435, 437, 439, 449, 466 AND 469 CAUSEWAY BOULEVARD; 2600 PAULA DRIVE (PARCEL ID NUMBERS 15-28-15-23166-002-0411, 15-28-15-23166-002-0409, 15-28-15-23166-002-0413, 15-28-15-23166-002-0414, 15-28-15-23166-002-0401, 15-28-15-23166-002-0402, 15-28-15-23166-002-0403, 15-28-15-23166-002-0404, 15-28-15-23166-002-0406, 15-28-15-23166-002-0408, 15-28-15-23166-002-0407, 15-28-15-23166-002-0400, 15-28-15-23166-002-0421, 15-28-15-23166-002-0422, 15-28-15-23166-002-0419, 15-28-15-23166-002-0420, 15-28-15-23166-002-0417, 15-28-15-23166-002-0418, 15-28-15-23166-002-0415, 15-28-15-

23166-002-0416, 15-28-15-23166-002-0412 AND 15-28-15-23166-002-0405) FROM TOURIST FACILITY (TF) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 2641 MICHAEL PLACE FROM PLANNED RESIDENTIAL DEVELOPMENT (PRD) TO FORM-BASED MEDIUM (FX-M); AND REZONING CERTAIN REAL PROPERTY LOCATED AT 359 DOUGLAS AVENUE, 417, 417 ½ AND 419 SCOTLAND STREET FROM MULTIFAMILY RESIDENTIAL (MF-15) TO FORM-BASED MEDIUM (FX-M); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City staff has requested that the properties described herein be rezoned from General Business (GB) to Neighborhood Business (NB) and from General Business (GB), General Office (GO), Neighborhood Business (NB), Shopping Center (SC), Tourist Facility (TF), Planned Residential Development (PRD) and Multifamily Residential (MF-15) to Form-Based Medium (FX-M); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real properties, and has recommended that the zoning request be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from General Business (GB) to Neighborhood Business (NB), as said zoning classification is more particularly described in Dunedin's Land Development Code:

5 Patricia Avenue

Section 2: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from General Business (GB) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

100 Patricia Avenue

104 Patricia Avenue
108 Patricia Avenue
112 Patricia Avenue
116 Patricia Avenue
120 Patricia Avenue
124 Patricia Avenue
128 Patricia Avenue
150 Patricia Avenue
154 Patricia Avenue
180 Patricia Avenue
190 Patricia Avenue
194 Patricia Avenue
198 Patricia Avenue
202 Patricia Avenue
210 Patricia Avenue
220 Patricia Avenue
230 Patricia Avenue
240 Patricia Avenue
368 Patricia Avenue
372 Patricia Avenue
376 Patricia Avenue
380 Patricia Avenue
390 Patricia Avenue
399 Patricia Avenue
401 Patricia Avenue
403 Patricia Avenue
405 Patricia Avenue
2494 Bayshore Boulevard (Parcel ID No. 15-28-15-05760-000-0010)
2494 Bayshore Boulevard (Parcel ID No. 15-28-15-23166-006-0201)
2598 Bayshore Boulevard
491 Causeway Boulevard
501 Causeway Boulevard
503 Causeway Boulevard

565 Causeway Boulevard

901 Curlew Road

903 Curlew Road

Section 3: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from General Office (GO) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

125 Patricia Avenue (Parcel ID No. 35-28-15-95990-000-0010)

125 Patricia Avenue (Parcel ID No. 35-28-15-95990-000-0020)

129 Patricia Avenue

499 Patricia Avenue

505 Patricia Avenue

516 Patricia Avenue

518 Patricia Avenue

526 Patricia Avenue

528 Patricia Avenue

601 Patricia Avenue

Section 4: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Neighborhood Business (NB) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

404 Patricia Avenue

414 Patricia Avenue

420 Patricia Avenue

422 Patricia Avenue

424 Patricia Avenue

426 Patricia Avenue

428 Patricia Avenue
430 Patricia Avenue
463 Patricia Avenue
464 Patricia Avenue
465 Patricia Avenue
466 Patricia Avenue
481 Patricia Avenue
483 Patricia Avenue
495 Patricia Avenue

Section 5: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Shopping Center (SC) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

912 Patricia Avenue
914 Patricia Avenue
916 Patricia Avenue
918 Patricia Avenue
928 Patricia Avenue
930 Patricia Avenue
932 Patricia Avenue
934 Patricia Avenue
938 Patricia Avenue
940 Patricia Avenue
944 Patricia Avenue
950 Patricia Avenue
952 Patricia Avenue
2600 Bayshore Boulevard
2602 Bayshore Boulevard
2604 Bayshore Boulevard
2606 Bayshore Boulevard
2608 Bayshore Boulevard

2610 Bayshore Boulevard
2612 Bayshore Boulevard
2614 Bayshore Boulevard
2616 Bayshore Boulevard
2618 Bayshore Boulevard
2622 Bayshore Boulevard
2632 Bayshore Boulevard
2634 Bayshore Boulevard
2636 Bayshore Boulevard
2640 Bayshore Boulevard
2644 Bayshore Boulevard
2650 Bayshore Boulevard
2662 Bayshore Boulevard
2664 Bayshore Boulevard
2666 Bayshore Boulevard
2668 Bayshore Boulevard
2670 Bayshore Boulevard
2672 Bayshore Boulevard
2674 Bayshore Boulevard
2676 Bayshore Boulevard
2678 Bayshore Boulevard
2680 Bayshore Boulevard
2686 Bayshore Boulevard
902 Curlew Road
904 Curlew Road
906 Curlew Road
908 Curlew Road
910 Curlew Road
912 Curlew Road
914 Curlew Road
916 Curlew Road
918 Curlew Road
920 Curlew Road

922 Curlew Road
924 Curlew Road
926 Curlew Road
928 Curlew Road
930 Curlew Road
932 Curlew Road
934 Curlew Road
938 Curlew Road
940 Curlew Road
1010 Curlew Road
1120 Curlew Road
2812 St. Marks Drive
2814 St. Marks Drive
2816 St. Marks Drive
2817 St. Marks Drive

Section 6: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Tourist Facility (TF) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

433 Causeway Boulevard
435 Causeway Boulevard
437 Causeway Boulevard
439 Causeway Boulevard
449 Causeway Boulevard
466 Causeway Boulevard
469 Causeway Boulevard
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0411)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0409)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0413)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0414)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0401)

2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0402)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0403)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0404)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0406)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0408)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0407)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0400)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0421)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0422)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0419)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0420)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0417)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0418)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0415)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0416)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0412)
2600 Paula Drive (Parcel ID No. 15-28-15-23166-002-0405)

Section 7: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from Planned Residential Development (PRD) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

2641 Michael Place

Section 8: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Multifamily Residential (MF-15) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

359 Douglas Avenue
417 Scotland Street
417 ½ Scotland Street
419 Scotland Street

Section 9: That Exhibit "A" attached hereto and incorporated herein reflects the addresses, parcel identification numbers and present and proposed zoning categories of the properties affected by this zoning Ordinance.

Section 10: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 21st day of May, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: May 07, 2015

READ SECOND TIME AND ADOPTED: May 21, 2015

Ordinance 15-12
Exhibit "A"

Parcel Address Information							Deed			Page		Zoning		Owner's Information									
Number	Dir	Name	Suf	Dir	Qual	Apt	Parcel No	Deed Bk	Pg #	Current	Proposed	Owner's Name		Street No	Dir	Street Name	Type	Dir	City	State	Zip		
2		5	x	PATRICIA	AVE		35281500003400400	15365	646	GB	NB	T Patricia LLC/D Union LLC c/o Walgreen		1159		Post Office Box			Deerfield	IL	60015-6002		
2		100	x	PATRICIA	AVE		35281500003200700	17205	1343	GB	FX-M	Flooring America Dunedin LLC		9012		Seminole	Blvd		Seminole	FL	33772-3146		
2		104	x	PATRICIA	AVE		35281500003200600	17896	287	GB	FX-M	Douvlos, Noula D Revocable Trust		2663		Resnik	Cir	E	Palm Harbor	FL	34683-7217		
2		108	x	PATRICIA	AVE		35281500003200600	17896	287	GB	FX-M	Douvlos, Noula D Revocable Trust		2663		Resnik	Cir	E	Palm Harbor	FL	34683-7217		
2		112	x	PATRICIA	AVE		35281500003200600	17896	287	GB	FX-M	Douvlos, Noula D Revocable Trust		2663		Resnik	Cir	E	Palm Harbor	FL	34683-7217		
2		116	x	PATRICIA	AVE		35281500003200600	17896	287	GB	FX-M	Douvlos, Noula D Revocable Trust		2663		Resnik	Cir	E	Palm Harbor	FL	34683-7217		
2		120	x	PATRICIA	AVE		35281500003200600	17896	287	GB	FX-M	Douvlos, Noula D Revocable Trust		2663		Resnik	Cir	E	Palm Harbor	FL	34683-7217		
2		124	x	PATRICIA	AVE		35281500003200600	17896	287	GB	FX-M	Douvlos, Noula D Revocable Trust		2663		Resnik	Cir	E	Palm Harbor	FL	34683-7217		
2		125	x	PATRICIA	AVE	UNIT A	35281595990000010	17835	176	GO	FX-M	Souchet-Fana Properties LLC		125		Patricia	Ave	Ste B	Dunedin	FL	34698-8100		
2		125	x	PATRICIA	AVE	UNIT B	35281595990000020	18235	1057	GO	FX-M	Souchet-Fana Properties LLC		125		Patricia	Ave	Ste B	Dunedin	FL	34698-8100		
2		128	x	PATRICIA	AVE		35281500003200600	17896	287	GB	FX-M	Douvlos, Noula D Revocable Trust		2663		Resnik	Cir	E	Palm Harbor	FL	34683-7217		
2		129	x	PATRICIA	AVE		35281595990000001	7704	467	GO	FX-M	Wellcare Center Condo Assn Inc.		125		Patricia	Ave		Dunedin	FL	34698-8100		
2		150	x	PATRICIA	AVE		35281500003200500	11265	2595	GB	FX-M	Illiano, Antonio/Pasquale		1510		Beechwood	Ln		Dunedin	FL	34698-2929		
2		154	x	PATRICIA	AVE		35281538088000082	3838	582	GB	FX-M	Seldner, Hedwig Tr		2661	NE	43rd	St		Lighthouse	FL	33064-8067		
2		180	x	PATRICIA	AVE		35281538088000086	16473	1717	GB	FX-M	Haley Properties LLC		180		Patricia	Ave		Dunedin	FL	34698-8103		
2		190	x	PATRICIA	AVE		35281538088000087	10354	1260	GB	FX-M	Cornerstone Bible Chapel Inc		2202		Post Office Box			Dunedin	FL	34697-2202		
2		194	x	PATRICIA	AVE		35281538088000087	10354	1260	GB	FX-M	Cornerstone Bible Chapel Inc		2202		Post Office Box			Dunedin	FL	34697-2202		
2		198	x	PATRICIA	AVE		35281538088000087	10354	1260	GB	FX-M	Cornerstone Bible Chapel Inc		2202		Post Office Box			Dunedin	FL	34697-2202		
2		202	x	PATRICIA	AVE		35281538088000087	10354	1260	GB	FX-M	Cornerstone Bible Chapel Inc		2202		Post Office Box			Dunedin	FL	34697-2202		
2		210	x	PATRICIA	AVE		35281538088000084	4239	1748	GB	FX-M	Jaevlon Holdings Inc		1814		Post Office Box			Tarpon	FL	34688-1814		
2		220	x	PATRICIA	AVE		35281538088000084	4239	1748	GB	FX-M	Jaevlon Holdings Inc		1814		Post Office Box			Tarpon	FL	34688-1814		
2		230	x	PATRICIA	AVE		35281538088000084	4239	1748	GB	FX-M	Jaevlon Holdings Inc		1814		Post Office Box			Tarpon	FL	34688-1814		
2		240	x	PATRICIA	AVE		35281538088000084	4239	1748	GB	FX-M	Jaevlon Holdings Inc		1814		Post Office Box			Tarpon	FL	34688-1814		
2		368	x	PATRICIA	AVE		35281538088000089	18216	1753	GB	FX-M	Kalivas, John P Revocable Trust		1176		Overcash	Dr		Dunedin	FL	34698-5505		
2		372	x	PATRICIA	AVE		35281538088000085	4403	299	GB	FX-M	Nightingale, John W Tr		2025		Brady	Dr		Dunedin	FL	34698-9200		
2		376	x	PATRICIA	AVE		35281538088000085	4403	299	GB	FX-M	Nightingale, John W Tr		2025		Brady	Dr		Dunedin	FL	34698-9200		
2		380	x	PATRICIA	AVE		35281538088000085	4403	299	GB	FX-M	Nightingale, John W Tr		2025		Brady	Dr		Dunedin	FL	34698-9200		
2		390	x	PATRICIA	AVE		35281538088000081	13187	981	GB	FX-M	Hercinovic, Damir		390		Patricia	Ave		Dunedin	FL	34698-8126		
2		399	x	PATRICIA	AVE		35281500003100300	13298	303	GB	FX-M	Sharbrett LLC		955		Delaware	St		Safety	FL	34695-3840		
2		401	x	PATRICIA	AVE		35281500003100800	5919	0018	GB	FX-M	City of Dunedin		1348		Post Office Box			Dunedin	FL	34697-1348		
2		403	x	PATRICIA	AVE		35281500002400120	16702	2206	GB	FX-M	Wells Fargo Bank Attn: Lisa Sepp Mac		333		Market	St	17th FL	San	CA	94105-2103		
2		404	x	PATRICIA	AVE		352815923040000010	13521	2518	NB	FX-M	Vlahakis, Dimitri/Donna		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		405	x	PATRICIA	AVE		352815677880001130	12154	105	GB	FX-M	Pleasurebowl Inc		405		Patricia	Ave		Dunedin	FL	34698-7812		
2		414	x	PATRICIA	AVE		352815923040000040	7964	706	NB	FX-M	Vlahakis, Theodore/Zenovia/Dimitri		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		420	x	PATRICIA	AVE		352815923040000040	7964	706	NB	FX-M	Vlahakis, Theodore/Zenovia/Dimitri		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		422	x	PATRICIA	AVE		352815923040000040	7964	706	NB	FX-M	Vlahakis, Theodore/Zenovia/Dimitri		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		424	x	PATRICIA	AVE		352815923040000040	7964	706	NB	FX-M	Vlahakis, Theodore/Zenovia/Dimitri		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		426	x	PATRICIA	AVE		352815923040000040	7964	706	NB	FX-M	Vlahakis, Theodore/Zenovia/Dimitri		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		428	x	PATRICIA	AVE		352815923040000040	7964	706	NB	FX-M	Vlahakis, Theodore/Zenovia/Dimitri		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		430	x	PATRICIA	AVE		352815923040000040	7964	706	NB	FX-M	Vlahakis, Theodore/Zenovia/Dimitri		2247		Benson	Ave		Brooklyn	NY	11214-5219		
2		463	x	PATRICIA	AVE		35281567788000080	18475	841	NB	FX-M	Mavrakakos, Steve L & Patricia Ave JT Liv		2900		Maple	Trc		Tarpon	FL	34688-8518		
2		464	x	PATRICIA	AVE	UNIT A	352815923040000060	4972	1553	NB	FX-M	Stanton, Patricia S		2038		Pinehurst	Dr		Clearwater	FL	33763-2335		
2		464	x	PATRICIA	AVE	UNIT B	352815923040000060	4972	1553	NB	FX-M	Stanton, Patricia S		2038		Pinehurst	Dr		Clearwater	FL	33763-2335		
2		464	x	PATRICIA	AVE		352815923040000060	4972	1553	NB	FX-M	Stanton, Patricia S		2038		Pinehurst	Dr		Clearwater	FL	33763-2335		
2		465	x	PATRICIA	AVE		35281567788000080	18475	841	NB	FX-M	Mavrakakos, Steve L & Patricia Ave JT Liv		2900		Maple	Trc		Tarpon	FL	34688-8518		
2		466	x	PATRICIA	AVE		352815923040000070	4927	1178	NB	FX-M	Park Oil Co		1688		Post Office Box			Tupelo	MS	38802-1688		
2		481	x	PATRICIA	AVE		35281567788000060	7465	1355	NB	FX-M	Patricia Ave Entrp Inc		483		Patricia	Ave		Dunedin	FL	34698-7872		
2		483	x	PATRICIA	AVE		35281567788000060	7465	1355	NB	FX-M	Patricia Ave Entrp Inc		483		Patricia	Ave		Dunedin	FL	34698-7872		
2		495	x	PATRICIA	AVE		35281567788000040	7960	918	NB	FX-M	French, Larry/Leonarda		495		Patricia	Ave		Dunedin	FL	34698-7872		
2		499	x	PATRICIA	AVE	UNIT C	35281567788000020	10760	1447	GO	FX-M	Colucci, Sam C Tre		516		Patricia	Ave		Dunedin	FL	34698-7813		

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2	499	x	PATRICIA	AVE				352815677880000020	10760	1447	GO	FX-M	Colucci, Sam C Tre	516	Patricia	Ave		Dunedin	FL	34698-7813
2	499	x	PATRICIA	AVE	UNIT	B		352815677880000020	10760	1447	GO	FX-M	Colucci, Sam C Tre	516	Patricia	Ave		Dunedin	FL	34698-7813
2	499	x	PATRICIA	AVE	UNIT	A		352815677880000020	10760	1447	GO	FX-M	Colucci, Sam C Tre	516	Patricia	Ave		Dunedin	FL	34698-7813
2	505	x	PATRICIA	AVE				352815677880000010	12020	2402	GO	FX-M	Barrett, Ed A/Alice M	1188	Burke	Ave		Dunedin	FL	34698-2203
2	516	x	PATRICIA	AVE	APT	B		352815234180000440	10544	1901	GO	FX-M	Colucci, Lynn Tre	218	Midway	Is		Clearwater	FL	33767-2315
2	516	x	PATRICIA	AVE	APT	A		352815234180000440	10544	1901	GO	FX-M	Colucci, Lynn Tre	218	Midway	Is		Clearwater	FL	33767-2315
2	516	x	PATRICIA	AVE				352815234180000440	10544	1901	GO	FX-M	Colucci, Lynn Tre	218	Midway	Is		Clearwater	FL	33767-2315
2	518	x	PATRICIA	AVE				352815234180000430	13384	838	GO	FX-M	Wrobel Industries Inc Tre, Dunn Family	466	Post Office Box			Dunedin	FL	34697-0466
2	526	x	PATRICIA	AVE				352815234180000420	14374	1457	GO	FX-M	Jarmolych, William	1935	Drew	St		Clearwater	FL	33765-3046
2	528	x	PATRICIA	AVE				352815234180000420	14374	1457	GO	FX-M	Jarmolych, William	1935	Drew	St		Clearwater	FL	33765-3046
2	601	x	PATRICIA	AVE				352815234540000630	12392	2238	GO	FX-M	Welch, Chad C/Colleen	13406	Duck Lake Canal	Rd		Dade City	FL	33525-1018
2	912	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	914	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	916	x	PATRICIA	AVE	UNIT	B		262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	916	x	PATRICIA	AVE	UNIT	A		262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	916	x	PATRICIA	AVE	UNIT	D		262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	916	x	PATRICIA	AVE	UNIT	C		262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	918	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	928	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	930	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	932	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	934	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	938	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	940	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	944	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	950	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	950	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	952	x	PATRICIA	AVE	UNIT	A		262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	952	x	PATRICIA	AVE	UNIT	B		262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845
2	952	x	PATRICIA	AVE				262815000003204200	12471	589	SC	FX-M	Hillcrest Investors Ltd	1101	Hillcrest	Dr		Hollywood	FL	33021-7845

Parcel Address Information							Deed			Page		Zoning		Owner's Information						
Number	Dir	Name	Suf	Dir	Qual	Apt	Parcel No	Deed Bk	Page	Current	Proposed	Owner's Name	Street No	Dir	Street Name	Type	Dir	City	State	Zip
3	2494	x	BAYSHORE	BLV		UNIT 201	152815057600000010	18159	1117	GB	FX-M	2494 Bayshore Blvd, Attn: Kokolakis, J	202	E	Center	St		Tarpon	FL	34689-4360
3	2494	x	BAYSHORE	BLV			152815057600000010	18159	1117	GB	FX-M	2494 Bayshore Blvd, Attn: Kokolakis, J	202	E	Center	St		Tarpon	FL	34689-4360
3	2494	x	BAYSHORE	BLV			152815057600000010	18159	1117	GB	FX-M	2494 Bayshore Blvd, Attn: Kokolakis, J	202	E	Center	St		Tarpon	FL	34689-4360
3	2494	x	BAYSHORE	BLV			152815231660060201	18159	1117	GB	FX-M	2494 Bayshore Blvd, Attn: Kokolakis, J	202	E	Center	St		Tarpon	FL	34689-4360
3	2598	x	BAYSHORE	BLV			152815231660060100	10150	1996	GB	FX-M	Walgreen Co c/o RE Property Tax	1159		Post Office Box			Deerfield	IL	60015-6002
3	2600	x	BAYSHORE	BLV			152815231660010001	16903	1344	SC	FX-M	2600 Bayshore Blvd LLC	2281		Lagoon	Dr		Dunedin	FL	34698-2531
3	2602	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2604	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2606	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2608	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2610	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2612	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2614	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2616	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2618	x	BAYSHORE	BLV			152815231660010003	16889	724	SC	FX-M	Dunedin Causeway Assoc c/o McDonalds	18582	N	Dale Mabry	Hwy		Lutz	FL	33548-7900
3	2622	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2632	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2634	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2636	x	BAYSHORE	BLV			152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406

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3	2636	x	BAYSHORE	BLV		UNIT	A	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2640	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2644	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2650	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2662	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2664	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2666	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2668	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2670	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2672	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2674	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV		UNIT	H	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV		UNIT	L	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV		UNIT	J	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV		UNIT	K	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV		UNIT	I	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV		UNIT	B	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2676	x	BAYSHORE	BLV		UNIT	A	152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2678	x	BAYSHORE	BLV				152815231660010006	11879	2313	SC	FX-M	Bernard, Matthew J/Johanna L	1110		Fairway	Dr		Dunedin	FL	34698-2107
3	2680	x	BAYSHORE	BLV				152815231660010002	9707	126	SC	FX-M	Walvekar FI Prop LLC	20245	W	12 Mile	Rd	Ste 100	Southfield	MI	48076-6406
3	2686	x	BAYSHORE	BLV				152815231660010004	2653	609	SC	FX-M	Kirk of Dunedin Inc	2686		Alt 19			Dunedin	FL	34698
3	433	x	BAYSHORE	BLV				152815231660060501	13230	0056	TF	FX-M	Branham, Felicia & James	2200		Bayshore	Bldv		Dunedin	FL	34698-2507
3	435	x	CAUSEWAY	BLV				152815231660060500	13914	237	TF	FX-M	Colonial RE Investment of Dunedin Inc.	2200		Bayshore	Bldv		Dunedin	FL	34698-2507
3	437	x	CAUSEWAY	BLV				152815231660060500	13914	237	TF	FX-M	Colonial RE Investment of Dunedin Inc.	2200		Bayshore	Bldv		Dunedin	FL	34698-2507
3	439	x	CAUSEWAY	BLV				152815231660060500	13914	237	TF	FX-M	Colonial RE Investment of Dunedin Inc.	2200		Bayshore	Bldv		Dunedin	FL	34698-2507
3	439	x	CAUSEWAY	BLV				152815231660060500	13914	237	TF	FX-M	Colonial RE Investment of Dunedin Inc.	2200		Bayshore	Bldv		Dunedin	FL	34698-2507
3	449	x	CAUSEWAY	BLV				152815231660050201	17829	2384	TF	FX-M	M1 Marina Co	343		Causeway	Bldv		Dunedin	FL	34698-1706
3	466	x	CAUSEWAY	BLV				152815000001400400	18177	2400	TF	FX-M	Preston, Michael G Trust	419	E	Shore	Dr		Clearwater	FL	33767-2028
3	469	x	CAUSEWAY	BLV				152815231660050200	13806	1977	TF	FX-M	Choi, Kelly Long Rev Trust	2156		Harbor View	Dr		Dunedin	FL	34698-2524
3	491	x	CAUSEWAY	BLV				152815231660050202	11463	1696	GB	FX-M	Grippe, Craig A	3897		Talah	Dr		Palm Harbor	FL	34684-2458
3	501	x	CAUSEWAY	BLV				152815231660050204	13965	814	GB	FX-M	Lesperance, Thomas H	8673		Burning Tree	Cir		Seminole	FL	33777-4602
3	503	x	CAUSEWAY	BLV				152815231660050204	13965	814	GB	FX-M	Lesperance, Thomas H	8673		Burning Tree	Cir		Seminole	FL	33777-4602
3	565	x	CAUSEWAY	BLV				152815231660050205	18159	1117	GB	FX-M	2494 Bayshore Blvd LLC/Attn: Kokolakis,	202	E	Center	St		Tarpon	FL	34689-4360
3	901	x	CURLEW	RD				142815000002300200	14228	904	GB	FX-M	Rowland Properties LLC	1594		Santa Barbara	Dr		Dunedin	FL	34698-4209
3	902	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	903	x	CURLEW	RD				142815000002300300	16238	1657	GB	FX-M	Thibideau, Mark & Catherine	903		Curlew	Rd		Dunedin	FL	34698-1902
3	904	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	906	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	908	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	910	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	912	x	CURLEW	DR		UNIT	102	142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	912	x	CURLEW	RD		UNIT	101	142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	914	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	916	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	918	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	920	x	CURLEW	DR				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	922	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	924	x	CURLEW	DR		UNIT	102	142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	924	x	CURLEW	DR		UNIT	101	142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	926	x	CURLEW	RD				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407
3	928	x	CURLEW	DR				142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407		Post Office Box			Lakeland	FL	33802-0407

Ordinance 15-12
Exhibit "A"

3		930	x	CURLEW	DR					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		932	x	CURLEW	DR					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		934	x	CURLEW	RD					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		938	x	CURLEW	RD					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		940	x	CURLEW	RD					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		1010	x	CURLEW	RD					142815000002300400	2325	262	SC	FX-M	Publix Supermarkets Inc c/o Sun Trust	919	E	Main	St	14th FL	Richmond	VA	23219
3		1120	x	CURLEW	RD					142815000002300500	2386	570	SC	FX-M	St Mark Lutheran Church	1120					Dunedin	FL	34698-1917
		2641	x	MICHAEL	PL					152815231660010000	17635	0750	PRD	FX-M	Causeway Properties, Inc.	605		Palm	Blvd	Ste B	Dunedin	FL	34698-
x	3	2600	N	PAULA	DR	UNIT	11			152815231660020411	18304	2664	TF	FX-M	Devin, Jeff	12537		Bronco	Dr		Tampa	FL	33626-3703
x	3	2600	N	PAULA	DR	UNIT	9			152815231660020409	16577	2111	TF	FX-M	Gentile, Domenico Liv Trust	2600	N	Paula	Dr	Apt 9B	Dunedin	FL	34698-1837
x	3	2600	N	PAULA	DR	UNIT	13			152815231660020413	18359	593	TF	FX-M	Reaman, Robert W/Sharron L	121		Holdcroft	Rd	RR2	Lakefield	ON	KOL2HO
x	3	2600	N	PAULA	DR	UNIT	14			152815231660020414	7626	1928	TF	FX-M	Ciper, Betty J	577		Baywood	Dr	N	Dunedin	FL	34698-2052
x	3	2600	N	PAULA	DR	UNIT	1			152815231660020401	7626	1925	TF	FX-M	Ciper, Betty Tr	577		Baywood	Dr	N	Dunedin	FL	34698-2052
x	3	2600	N	PAULA	DR	UNIT	2			152815231660020402	15956	1444	TF	FX-M	Sanant I LLC	209-58		Whitehall	Ter		Queens	NY	11427-1723
x	3	2600	N	PAULA	DR	UNIT	3			152815231660020403	18217	687	TF	FX-M	Pergamo, Diana	461		Broad	Ave		Leonia	NJ	07605-1637
x	3	2600	N	PAULA	DR	UNIT	4			152815231660020404	18312	1179	TF	FX-M	Haney, John F	2162		Post Office Box			Palm Harbor	FL	34682-2162
x	3	2600	N	PAULA	DR	UNIT	6			152815231660020406	17121	310	TF	FX-M	Gentile, Domenico Liv Trust	2600	N	Paula	Dr	#9	Dunedin	FL	34698-1837
x	3	2600	N	PAULA	DR	UNIT	8			152815231660020408	18341	1416	TF	FX-M	Pergamo, John Family Trust	208		Vine	Ave		Clearwater	FL	33755-4450
x	3	2600	N	PAULA	DR	UNIT	7			152815231660020407	17603	480	TF	FX-M	Moore, Charles L II, Angela F	5006		Upper River	Rd		Jeffersonville	IN	47130-8431
x	3	2600	N	PAULA	DR					152815231660020400	18312	1179	TF	FX-M	Tahitian Villas Homeowners Assn	2600	N	Paula	Dr		Dunedin	FL	34698-1824
x	3	2600	N	PAULA	DR	UNIT	21			152815231660020421	18365	1689	TF	FX-M	Nelson, Charlie/Elsie	2773		Longview	Dr		Clearwater	FL	33761-3212
x	3	2600	N	PAULA	DR	UNIT	22			152815231660020422	17952	989	TF	FX-M	Orel, Scott	2600	N	Paula	Dr	22B	Dunedin	FL	34698-1838
x	3	2600	N	PAULA	DR	UNIT	19			152815231660020419	15956	1447	TF	FX-M	Sanant II LLC	209-58		Whitehall	Ter		Queens	NY	11427-1723
x	3	2600	N	PAULA	DR	UNIT	20			152815231660020420	18156	844	TF	FX-M	Jarmolych, Alex J/Shawna M	30		Eagle	Ln		Palm Harbor	FL	34683-6424
x	3	2600	N	PAULA	DR	UNIT	17			152815231660020417	6849	2159	TF	FX-M	Foley, Gerald/Rosemary	352		Skead	Rd		Garson	ON	P3L1N4
x	3	2600	N	PAULA	DR	UNIT	18			152815231660020418	18496	2023	TF	FX-M	Chiro, James J	2600	N	Paula	Dr	18C	Dunedin	FL	34698
x	3	2600	N	PAULA	DR	UNIT	15			152815231660020415	7286	1206	TF	FX-M	Finley, Gerald E	577		Baywood	Dr	N	Dunedin	FL	34698-2052
x	3	2600	N	PAULA	DR	UNIT	16			152815231660020416	18217	683	TF	FX-M	Devin, Jeff	12537		Bronco	Dr		Tampa	FL	33626-3703
x	3	2600	N	PAULA	DR	UNIT	12			152815231660020412	17457	1843	TF	FX-M	Bruner, Sharon I/Arthur	337		Crystal	Ct		Fruita	CO	81521-2150
x	3	2600	N	PAULA	DR	UNIT	5			152815231660020405	14519	500	TF	FX-M	Biddle, Rosemary	2600	N	Paula	Dr	5	Dunedin	FL	34698-1835
3		2812	x	ST MARKS	DR					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		2814	x	ST MARKS	DR					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		2816	x	ST MARKS	DR					142815000002300100	0	0	SC	FX-M	Publix Supermarkets Attn: Treasury Dept	407					Lakeland	FL	33802-0407
3		2817	x	ST MARKS	DR					142815000002300500	2386	570	SC	FX-M	St Mark Lutheran Church	1120					Dunedin	FL	34698-1917

ORDINANCE 15-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DUNEDIN AMENDING ORDINANCE 03-24; SECTION 3. MEMBERSHIP; TERMS AND REPEALING ORDINANCES 05-24 AND 10-05; SECTION 3. MEMBERSHIP; TERMS. TO DECREASE REQUIRED MEMBERSHIP OF THE BOARD OF FINANCE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin has heretofore adopted Ordinance 03-24 as amended by Ordinance 10-05, authorizing a Board of Finance consisting of thirteen (13) members; and

WHEREAS, the City Commission wishes to decrease the number of required Board members from thirteen (13) to nine (9); and

WHEREAS, the City Commission wishes to have Board members serve for terms of three (3) years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

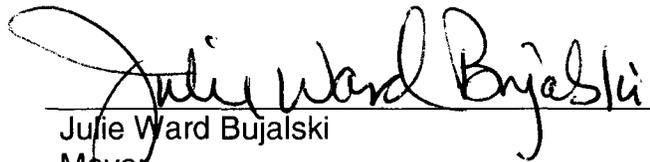
Section 1. That Section 3 of Ordinance 03-24 is amended in its entirety to read as follows:

Section 3. Membership; Terms. The Board shall consist of nine (9) members. Members shall serve for terms of three (3) years. All members of the Board shall be residents of the City of Dunedin, and shall be appointed pursuant to the rules of procedure for appointments to the City boards and committees as established by the City Commission from time to time.

Section 2. Ordinances 05-24 and 10-05 are hereby repealed in their entirety.

Section 3. This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 9th day of April, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: March 19, 2015

READ SECOND TIME AND ADOPTED: April 9, 2015

ORDINANCE 15-14

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 821 VICTORIA DRIVE WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 0.269 ACRES, FROM SINGLE-FAMILY RESIDENTIAL (R-100) TO FORM-BASED MEDIUM (FX-M); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property be rezoned to Form-Based Medium (FX-M); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owner be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be zoned Form-Based Medium (FX-M) as said zoning classification is more particularly described in Dunedin's Land Development Code:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
DUNEDIN, FLORIDA, THIS 18th day of June, 2015.**


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: June 04, 2015

READ SECOND TIME AND ADOPTED: June 18, 2015

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015180935 06/26/2015 at 02:08 PM
OFF REC BK: 18829 PG: 1549-1552
DocType:GOV RECORDING: \$35.50

I DO HEREBY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY
CERTIFIED THIS
DATE 6/19/15
[Signature]
CITY CLERK

ORDINANCE 15-15

AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF DUNEDIN, FLORIDA TO ANNEX CERTAIN REAL PROPERTY LOCATED AT 2033 BRADY DRIVE WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.85 ACRES, INTO THE CORPORATE LIMITS OF THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to the provisions of the Florida Statutes, the City of Dunedin may lawfully annex land lying contiguous to the boundaries of the City upon written petition of the property owners thereof; and

WHEREAS, the City of Dunedin has received a written petition of the property owner of the following described property and has received proper proof of title setting forth the names of all persons, firms or corporations owning any interest in said property; and

WHEREAS, said property is reasonably compact and is contiguous to the City of Dunedin, lying in an unincorporated area; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The City of Dunedin, acting by and through its City Commission, hereby declares its intention to annex into the corporate limits of the City Dunedin the following property lying contiguous to the territorial limits of said City:

SEE ATTACHED EXHIBIT "A"

A map clearly showing the annexed area is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. Upon final passage and adoption, a certified copy of this Ordinance shall be duly recorded in the Office of the Circuit Court of Pinellas County and filed with the Department of State, State of Florida and the County Administrator of Pinellas County, Florida.

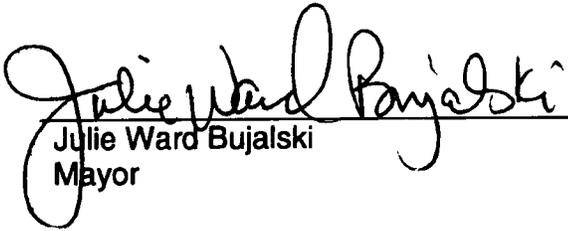
Section 3. When this Ordinance has been duly recorded and filed as aforesaid, the territory hereinabove described shall be thereupon annexed to the City of Dunedin and the inhabitants thereof shall enjoy all the privileges and be

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subject to all liabilities as are applicable to the other lands and inhabitants within the corporate limits and subject to all laws and ordinances of the City of Dunedin.

~~Section 4.~~ That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 18th day of June, 2015.


Julie Ward Bujalski
Mayor

ATTEST:

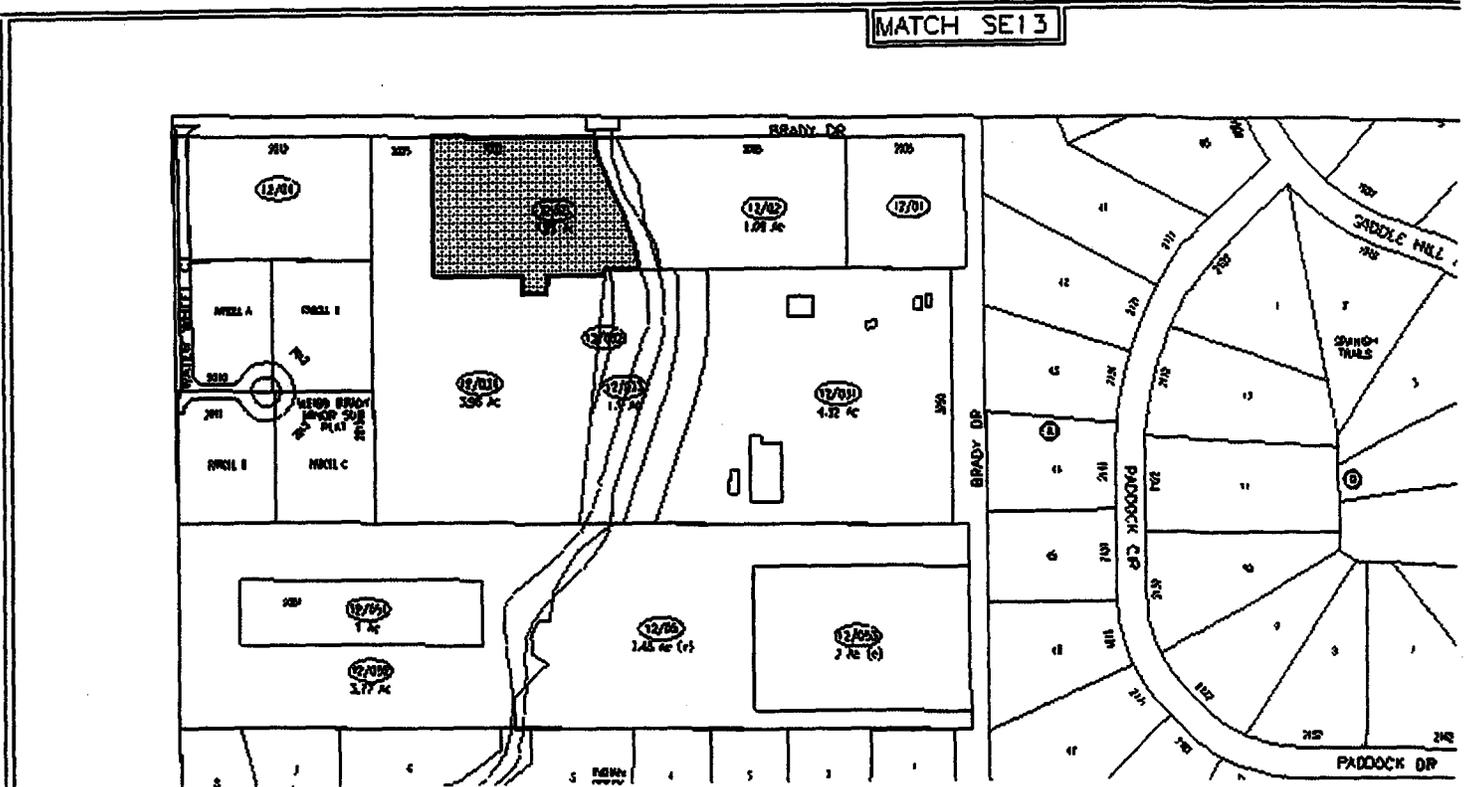

Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: June 04, 2015

READ SECOND TIME AND ADOPTED: June 18, 2015

PROVIDED BY CLIENT
LEGAL DESCRIPTION :

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH 56°25'27" WEST ALONG THE CENTERLINE OF COUNTY ROAD NO. 97A, 588.20 FEET; THENCE SOUTH 00°34'33" WEST 20.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 97A AND THE POINT OF BEGINNING; THENCE NORTH 89°24'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY 308.93 FEET; THENCE SOUTH 00°23'03" EAST 241.75 FEET; THENCE SOUTH 89°23'25" EAST 149.15 FEET; THENCE SOUTH 00°36'35" WEST 28.72 FEET; THENCE SOUTH 89°23'25" EAST 40.62; THENCE NORTH 00°36'35" EAST 28.72 FEET; THENCE SOUTH 89°23'25" EAST 96.40 FEET; THENCE NORTH 06°24'39" EAST 12.77 FEET; THENCE SOUTH 89°24'36" EAST 95.05 FEET TO THE CENTERLINE OF JERRY BRANCH CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES, NORTH 12°54'42" WEST 39.33 FEET, NORTH 28°39'25" WEST 38.67 FEET, NORTH 06°41'55" WEST 46.88 FEET, NORTH 11°14'44" WEST 22.65 FEET, NORTH 30°11'59" WEST 36.56 FEET, NORTH 23°45'19" WEST 41.20 FEET, NORTH 14°40'20" WEST 20.21 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.



ORDINANCE 15-16

AN ORDINANCE AMENDING THE CITY OF DUNEDIN LAND USE PLAN, AS ADOPTED BY ORDINANCE 89-21, ON CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 2033 BRADY DRIVE WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.85 ACRES, ASSIGNING RESIDENTIAL SUBURBAN (RS) AND PRESERVATION (P) LAND USE DESIGNATIONS AS SHOWN IN THE ATTACHED EXHIBIT; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property receive amended land use designations on the Dunedin Land Use Plan following annexation; and

WHEREAS, the owner of the property described herein has requested that the Dunedin Land Use Plan be changed following annexation to Residential Suburban (RS) to a portion of the property and Preservation (P) to the remaining portion; and

WHEREAS, the Local Planning Agency of the City of Dunedin has duly considered the type of land use designations that would be appropriate on said property and has recommended that the property herein below be changed following annexation to Residential Suburban (RS) and Preservation (P); and

WHEREAS, the City Commission of the City of Dunedin has considered such request and finds that such request should be granted; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

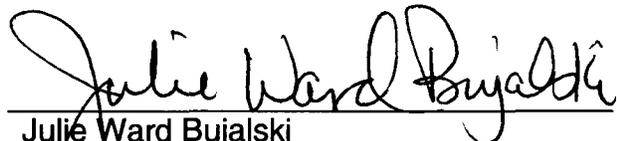
Section 1. That the Dunedin Land Use Plan as adopted by Ordinance 89-21 be amended by redesignating the following described real property following annexation to Residential Suburban (RS) and Preservation (P), as said designations are more particularly described in said Land Use Plan:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The effective date of this small scale development plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of

Economic Opportunity, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 18th day of June, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

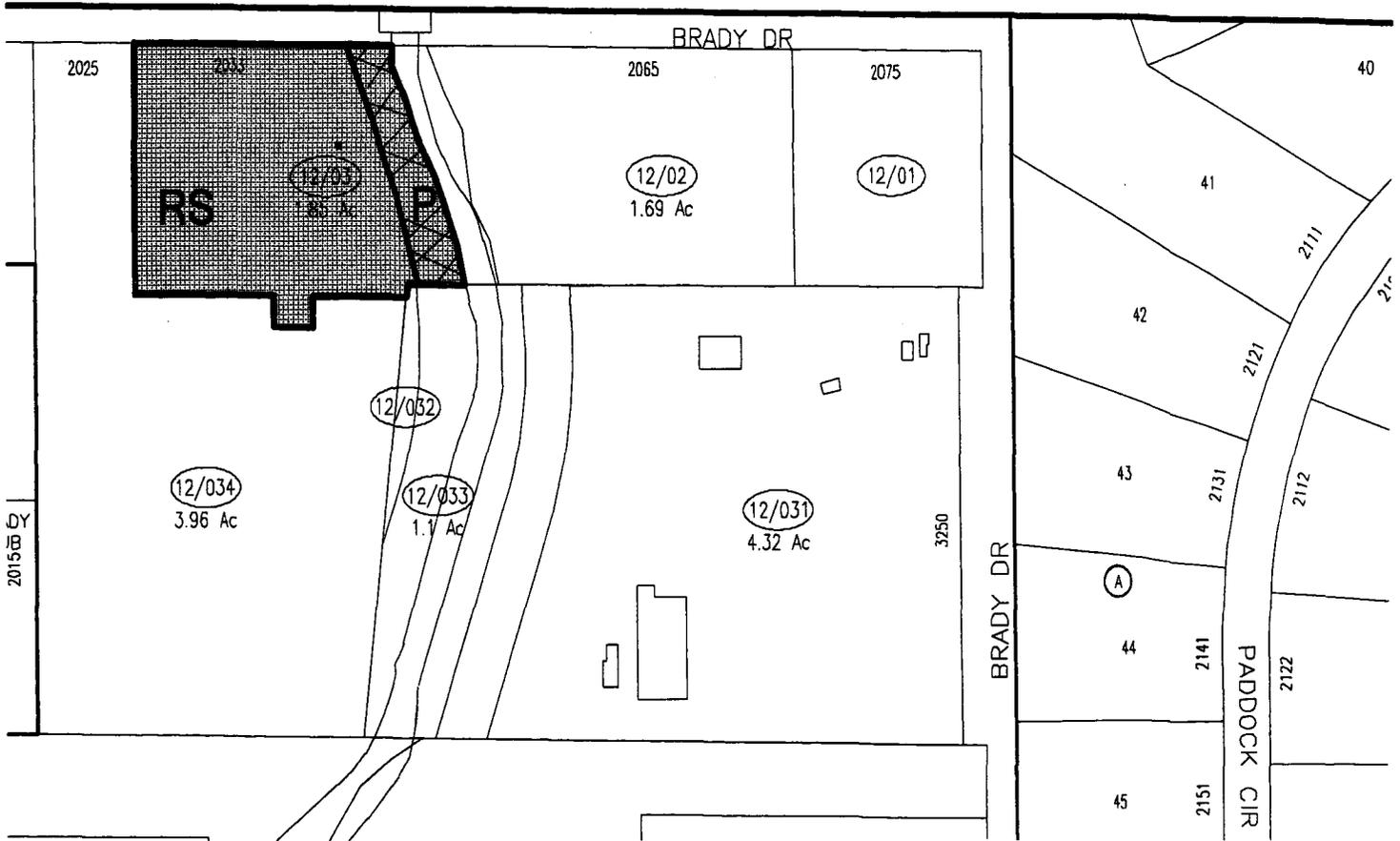
READ FIRST TIME AND PASSED: June 04, 2015

READ SECOND TIME AND ADOPTED: June 18, 2015

**PROVIDED BY CLIENT
LEGAL DESCRIPTION :**

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH 56°25'27" WEST ALONG THE CENTERLINE OF COUNTY ROAD NO. 97A, 588.20 FEET; THENCE SOUTH 00°34'33" WEST 20.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 97A AND THE POINT OF BEGINNING; THENCE NORTH 89°24'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY 308.93 FEET; THENCE SOUTH 00°23'03" EAST 241.75 FEET; THENCE SOUTH 89°23'25" EAST 149.15 FEET; THENCE SOUTH 00°36'35" WEST 28.72 FEET; THENCE SOUTH 89°23'25" EAST 40.62; THENCE NORTH 00°36'35" EAST 28.72 FEET; THENCE SOUTH 89°23'25" EAST 96.40 FEET; THENCE NORTH 06°24'39" EAST 12.77 FEET; THENCE SOUTH 89°24'36" EAST 95.05 FEET TO THE CENTERLINE OF JERRY BRANCH CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES, NORTH 12°54'42" WEST 39.33 FEET, NORTH 28°39'25" WEST 38.67 FEET, NORTH 06°41'55" WEST 46.88 FEET, NORTH 11°14'44" WEST 22.65 FEET, NORTH 30°11'59" WEST 36.56 FEET, NORTH 23°45'19" WEST 41.20 FEET, NORTH 14°40'20" WEST 20.21 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

Map Legend – Land Use
RS = Residential Suburban
P = Preservation



ORDINANCE 15-17

AN ORDINANCE ZONING CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 2033 BRADY DRIVE WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.85 ACRES, TO AGRICULTURAL RESIDENTIAL (AR) AND CONSERVATION (C) AS SHOWN IN THE ATTACHED EXHIBIT; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property be zoned following annexation Agricultural Residential (AR) to a portion of the property and Conservation (C) to the remaining portion; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owner be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

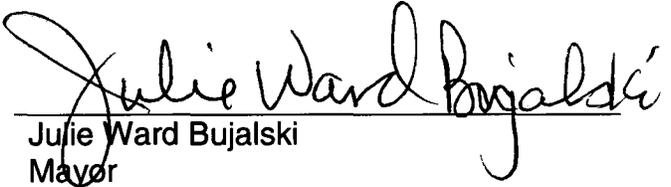
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be zoned to Agricultural Residential (AR) and Conservation (C), as said zoning classifications are more particularly described in Dunedin's Land Development Code:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 18th day of June, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

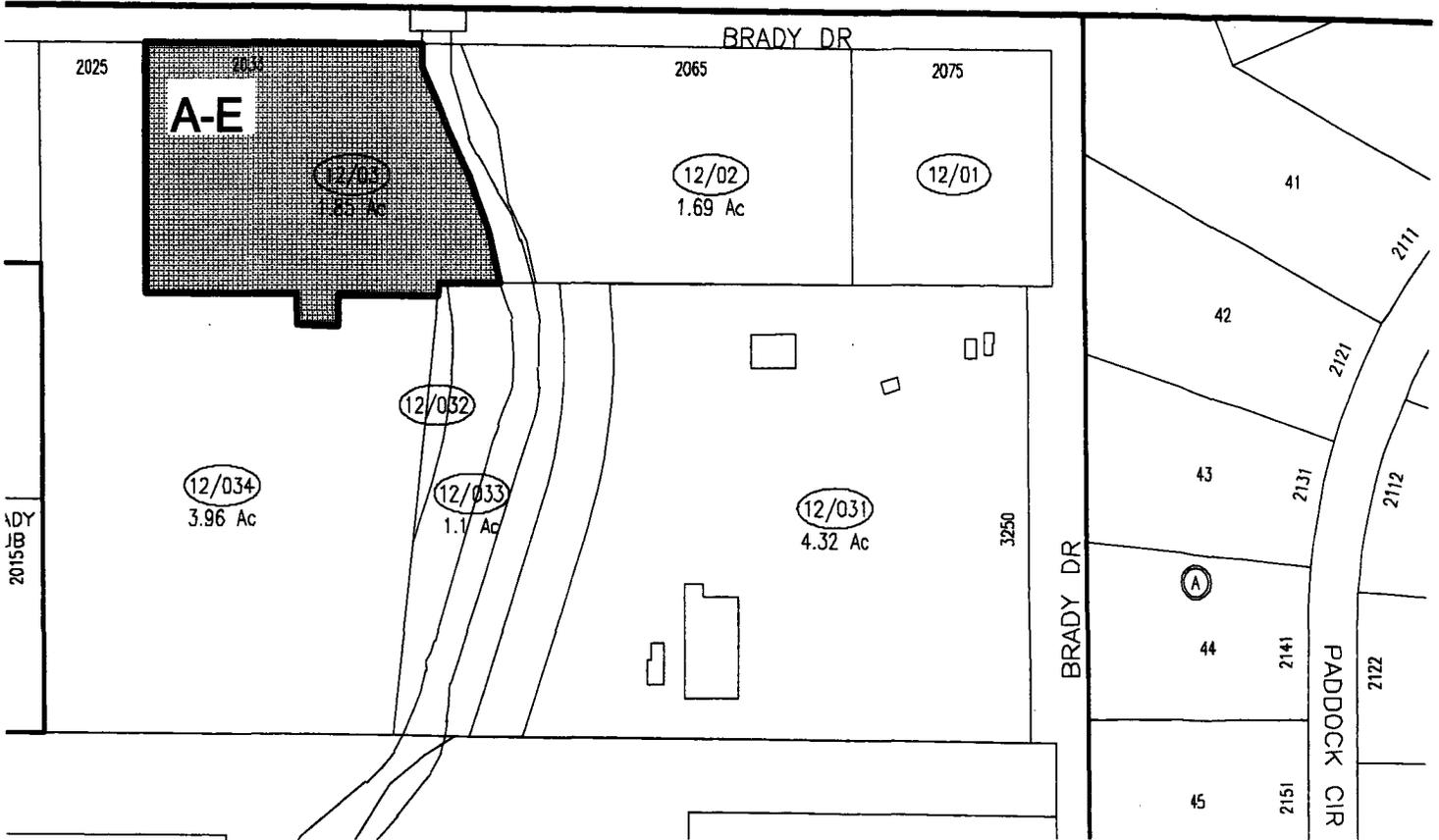
READ FIRST TIME AND PASSED: June 04, 2015

READ SECOND TIME AND ADOPTED: June 18, 2015

**PROVIDED BY CLIENT
LEGAL DESCRIPTION :**

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH 56°25'27" WEST ALONG THE CENTERLINE OF COUNTY ROAD NO. 97A, 588.20 FEET; THENCE SOUTH 00°34'33" WEST 20.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 97A AND THE POINT OF BEGINNING; THENCE NORTH 89°24'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY 308.93 FEET; THENCE SOUTH 00°23'03" EAST 241.75 FEET; THENCE SOUTH 89°23'25" EAST 149.15 FEET; THENCE SOUTH 00°36'35" WEST 28.72 FEET; THENCE SOUTH 89°23'25" EAST 40.62; THENCE NORTH 00°36'35" EAST 28.72 FEET; THENCE SOUTH 89°23'25" EAST 96.40 FEET; THENCE NORTH 06°24'39" EAST 12.77 FEET; THENCE SOUTH 89°24'36" EAST 95.05 FEET TO THE CENTERLINE OF JERRY BRANCH CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES, NORTH 12°54'42" WEST 39.33 FEET, NORTH 28°39'25" WEST 38.67 FEET, NORTH 06°41'55" WEST 46.88 FEET, NORTH 11°14'44" WEST 22.65 FEET, NORTH 30°11'59" WEST 36.56 FEET, NORTH 23°45'19" WEST 41.20 FEET, NORTH 14°40'20" WEST 20.21 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

Map Legend – Land Use
A-E = Agricultural Estate Residential



ORDINANCE 15-18

AN ORDINANCE OF THE CITY OF DUNEDIN, FLORIDA AMENDING SECTION 1-2 OF THE CODE OF ORDINANCES TO REVISE THE DEFINITIONS OF KEEPER AND PROPRIETOR, GENDER, PERSON AND SIDEWALK; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Dunedin's Ordinance Review Committee has recommended revisions to the Code of Ordinances of the City of Dunedin, Florida, to amend certain definitions within Section 1-2; and

WHEREAS, the recommendation of the Ordinance Review Committee has been found meritorious by the City Commission; and

WHEREAS, the City Commission has received input from the public at two public hearings;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the definition of "Gender" found within Section 1-2 of Chapter 1, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

Gender. A word importing the masculine gender only shall extend and be applied to females and to firms, partnerships, limited liability companies, limited liability partnerships and corporations as well as to males.

Section 2. That the definition of "Keeper and proprietor" found within Section 1-2 of Chapter 1, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

Keeper and proprietor. The terms "keeper" and "proprietor" shall mean and include persons, firms, associations, corporations, limited liability companies, limited liability partnerships, clubs and copartnerships, whether acting by themselves or as a servant, agent or employee.

Section 3. That the definition of "Person" found within Section 1-2 of Chapter 1, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

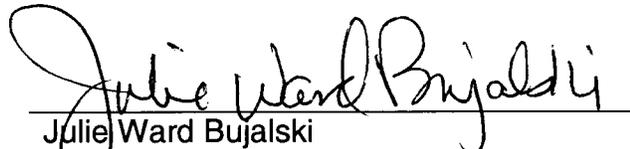
Person. The term "person" shall extend and be applied to associations, firms, limited liability companies, limited liability partnerships, partnerships and bodies politic and corporate as well as to individuals.

Section 4. That the definition of "Sidewalk" found within Section 1-2 of Chapter 1, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

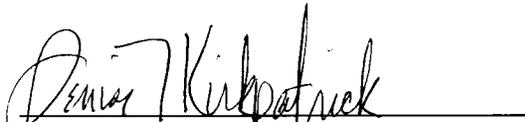
Sidewalk. The term "sidewalk" shall mean any improved portion of a street between the curblineline and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Section 5. That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 21st day of May, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: May 07, 2015

READ SECOND TIME AND ADOPTED: May 21, 2015

ORDINANCE 15-19

AN ORDINANCE OF THE CITY OF DUNEDIN, FLORIDA AMENDING THE CODE OF ORDINANCES; REVISING SUBPARAGRAPH (G) OF SECTION 2-63 WITH REGARD TO EX PARTE CONTACT; AMENDING SUBPARAGRAPH (B)(7) OF SECTION 2-93 TO REVISE THE NEGLIGIBLE VALUE DOLLAR AMOUNT TO APPROXIMATELY \$50.00; AMENDING SECTIONS 2-142, 2-143 AND 2-144 TO REVISE THE REAL PROPERTY VALUE IN EXCESS SUM TO \$20,000.00; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Dunedin's Ordinance Review Committee has recommended revisions to Chapter 2 of the Code of Ordinances of the City of Dunedin, Florida, to amend the description of ex-parte contact, to revise the negligible value dollar amount and to amend the value in excess sum of real property; and

WHEREAS, the recommendation of the Ordinance Review Committee has been found meritorious by the City Commission; and

WHEREAS, the City Commission has received input from the public at two public hearings;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That subparagraph (g) of Section 2-63 of Article III, Chapter 2, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

- (g) The term "substantial evidence" shall mean evidence as will establish a basis of fact from which the fact at issue can be reasonably inferred and which is such relevant evidence as a reasonable mind would accept as adequate to support a conclusion.

Evidence is "competent" when it is offered by persons with the appropriate professional or other qualifications qualifying them to be particularly expert, knowledgeable or capable in a particular matter because of education, training or experience, or which are observed facts known to the witnesses testifying to them.

Mere generalized statements of opposition are not competent or substantial evidence. Fact-based testimony shall be considered.

~~"Ex parte" contact shall mean any oral or written communication that occurs outside a formal quasi-judicial proceeding.~~

Ex parte contact shall include oral communication, written communication, electronic communication or communication of any other type of communication that occurs outside a formal quasi-judicial proceeding.

Section 2. That item (7) of subparagraph (b) of Section 2-93 of Article IV, Chapter 2, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

- (7) The term "negligible value" for the purpose of this policy is defined to be approximately ~~\$25.00~~ \$50.00, although this specific sum may be exceeded by a minimal amount, depending on the circumstances. The acceptance of such items and the valuation thereof is left to the reasonable determination and discretion of the city official.

Section 3. That Section 2-142 of Article V, Chapter 2, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

Sec. 2-142. - Sale of property valued in excess of ~~\$5,000.00~~ \$20,000.00.

No real property having a value in excess of ~~\$5,000.00~~ \$20,000.00, and title to which is vested in the city, shall be sold at public or private sale except as provided by this division.

Section 4. That Section 2-143 of Article V, Chapter 2, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

Sec. 2-143. - Transactions excluded.

The following sales or property exchanges, defined in section 2-141, shall not be considered sales within the meaning of this division:

- (1) Sales of property to governmental instrumentalities.
- (2) Sale or disposition of property valued at less than ~~\$5,000.00~~ \$20,000.00.

(3) Sales or tax liens on intangible property.

Section 5. That subparagraph (b) of Section 2-144 of Article V, Chapter 2, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

(b) *Appraisal.* Upon finding the sale of specified property advisable, the city commission may, in its sole discretion and if such property is real property having a value in excess of the sum of ~~\$5,000.00~~ \$20,000.00, require that an appraisal be made of such real property by an appraiser satisfactory to the city commission. In circumstances that it deems appropriate, the city commission may determine to sell such real property without an appraisal. Any appraisal which is ordered by the city commission shall be a public record.

Section 6. That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 21st day of May, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: May 07, 2015

READ SECOND TIME AND ADOPTED: May 21, 2015

ORDINANCE 15-20

**AN ORDINANCE OF THE CITY OF DUNEDIN, FLORIDA;
REPEALING CHAPTER 14 OF THE CODE OF ORDINANCES OF
THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE
DATE HEREOF.**

WHEREAS, the City of Dunedin's Ordinance Review Committee has recommended that Chapter 14 of the Code of Ordinances of the City of Dunedin be repealed in its entirety; and

WHEREAS, the recommendation of the Ordinance Review Committee has been found meritorious by the City Commission; and

WHEREAS, the City Commission has received input from the public at two public hearings;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY
ASSEMBLED:**

Section 1. That Chapter 14 of Subpart A of Part II of the Code of Ordinances of the City of Dunedin is hereby repealed in its entirety.

Section 2. That this Ordinance shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 21st day of May, 2015.**


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED:

May 07, 2015

READ SECOND TIME AND ADOPTED:

May 21, 2015

ORDINANCE 15-21

AN ORDINANCE OF THE CITY OF DUNEDIN, FLORIDA AMENDING THE CODE OF ORDINANCES; AMENDING SECTION 26-2 TO REVISE THE DEFINITION OF BALLOT AND OFFICIAL BALLOT; AMENDING SUBPARAGRAPHS (C)(2) AND (D)(1) OF SECTION 26-73 TO PROVIDE FOR A CANDIDATE QUALIFYING FILING DEADLINE OF 12:00 NOON ON THE 141ST DAY BEFORE ELECTION; AMENDING SECTION 26-75 TO PROVIDE FOR A REFERENCE TO THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Dunedin's Ordinance Review Committee and the City Clerk have recommended revisions to the City of Dunedin Municipal Election Code as found within the Code of Ordinances of the City of Dunedin, Florida, to revise the definition of "Ballot and official ballot", to provide for a specific time of day for the candidate qualifying filing deadline and to incorporate a reference to Section 3.06 of the City Charter; and

WHEREAS, the recommendations of the Ordinance Review Committee and the City Clerk have been found meritorious by the City Commission; and

WHEREAS, the City Commission has received input from the public at two public hearings;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the definition of "Ballot and official ballot" found within Section 26-2 of Article I, Chapter 26, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

Ballot and official ballot when used in reference to:

- (1) *Paper ballots* means that printed sheet of paper, used in conjunction with an electronic or electromechanical vote tabulation voting machine, containing the names of candidates, or a statement of proposed constitutional amendments or other questions or propositions submitted to the electorate at any election on which a sheet of paper an elector casts his or her vote.

- (2) *Electronic or electromechanical ~~devices~~ devices* means a ballot that is voted by the process of electronically designating, including by touch screen or ~~making~~ marking with a marking ~~device~~ device for tabulation by automatic tabulating equipment or data processing equipment.

Section 2. That subparagraph (c)(2) of Section 26-73 of Article III, Chapter 26, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

- (2) Petition cards shall be filed with the city clerk not more than 155 days and ~~not less than 141 days prior to the election.~~ must be certified by 12:00 noon, local time, on the 141st day before the said election. The decision of the supervisor of elections shall be final in determining the validity of the signatures on the petition cards.

Section 3. That subparagraph (d)(1) of Section 26-73 of Article III, Chapter 26, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

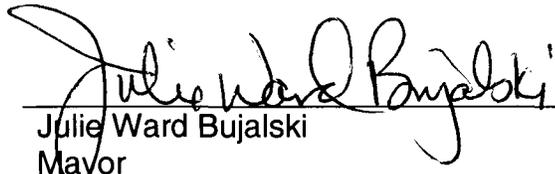
- (1) As an alternative method for qualifying for those individuals unable to or unwilling to pay the qualification fee, petition cards containing the signatures of city electors equal in number to one percent of the total registered electors of the city as of the most recent preceding regular city election may be filed with the city clerk, together with the required qualification papers, requesting that the individual's name be placed on the next city ballot for the office designated on the petition. The petition shall be filed with the city clerk not more than 155 days and ~~not less than 141 days prior to the city election,~~ must be certified by 12:00 noon, local time, on the 141st day before the said election, pursuant to section 26-74.

Section 4. That subparagraph (b) of Section 26-75 of Article III, Chapter 26, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

- (b) If the withdrawal of a qualified candidate following the end of the qualifying period results in only one candidate remaining on the ballot for that office, the remaining candidate shall be declared elected, and no election for that office shall be required, and the qualified candidate's name shall not be printed on the ballot. Each commission seat shall be deemed to be an office. In this situation, when two commission seats are to be filled when the withdrawal of a qualified candidate leaves one or fewer candidates, a vacancy shall exist as to such seat and such vacancy shall be filled in accordance with the city Charter, Section 3.06.

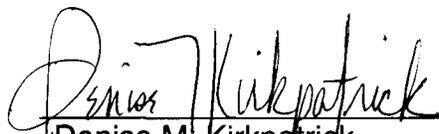
Section 5. That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 21st day of May, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: May 07, 2015

READ SECOND TIME AND ADOPTED: May 21, 2015

ORDINANCE 15-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DUNEDIN AMENDING ORDINANCE 03-24; SECTION 3. MEMBERSHIP; TERMS ALLOWING FOR TWO ALTERNATE MEMBERS TO BE ADDED TO THE BOARD OF FINANCE MEMBERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin has heretofore adopted Ordinance 03-24 as amended by Ordinance 15-13, reducing the Board of Finance membership from thirteen (13) to nine (9) members; and

WHEREAS, the Board of Finance at their meeting of April 15, 2015 approved the concept of having two (2) alternates members, but not necessarily maintain 2 alternates consistently at all times.

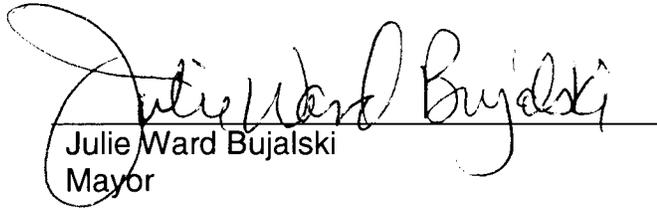
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Section 3 of Ordinance 03-24 is amended in its entirety to read as follows:

Section 3. Membership; Terms. The Board shall consist of nine (9) members and two (2) alternate members. Members shall serve for terms of three (3) years. All members of the Board shall be residents of the City of Dunedin, and shall be appointed pursuant to the rules of procedure for appointments to the City boards and committees as established by the City Commission from time to time.

Section 2. This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 4th day of June, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: May 21, 2015

READ SECOND TIME AND ADOPTED: June 4, 2015

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015218084 08/03/2015 at 12:32 PM
OFF REC BK: 18872 PG: 169-172
DocType:GOV RECORDING: \$35.50

I DO HERE-BY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY
CERTIFIED THIS

DATE

7-31-15


CITY CLERK

ORDINANCE 15-23

AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF DUNEDIN, FLORIDA TO ANNEX CERTAIN REAL PROPERTY LOCATED AT 29870 U.S. HIGHWAY 19 N. (PARCEL NUMBER 18-28-16-00000-340-1300) WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.06 ACRES, INTO THE CORPORATE LIMITS OF THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to the provisions of the Florida Statutes, the City of Dunedin may lawfully annex land lying contiguous to the boundaries of the City upon written petition of the property owners thereof; and

WHEREAS, the City of Dunedin has received a written petition of the property owner of the following described property and has received proper proof of title setting forth the names of all persons, firms or corporations owning any interest in said property; and

WHEREAS, said property is reasonably compact and is contiguous to the City of Dunedin, lying in an unincorporated area; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The City of Dunedin, acting by and through its City Commission, hereby declares its intention to annex into the corporate limits of the City Dunedin the following property lying contiguous to the territorial limits of said City:

SEE ATTACHED EXHIBIT "A"

A map clearly showing the annexed area is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. Upon final passage and adoption, a certified copy of this Ordinance shall be duly recorded in the Office of the Circuit Court of Pinellas County and filed with the Department of State, State of Florida and the County Administrator of Pinellas County, Florida.

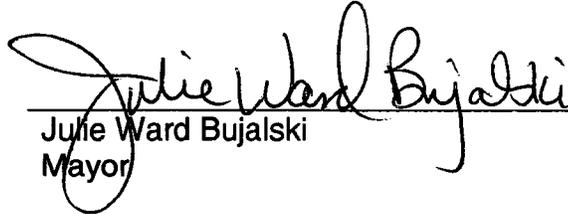
Section 3. When this Ordinance has been duly recorded and filed as aforesaid, the territory hereinabove described shall be thereupon annexed to the City of Dunedin and the inhabitants thereof shall enjoy all the privileges and be

~~ARTICLE 38 OF THE CITY CHARTER~~

subject to all ~~provisions~~ ^{regulations} as are applicable to the other lands and inhabitants within the corporate limits and subject to all laws and ordinances of the City of Dunedin.

~~Section 4.~~ That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 30th day of July, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: July 09, 2015

READ SECOND TIME AND ADOPTED: July 30, 2015

Ordinance 15-23
Exhibit "A"

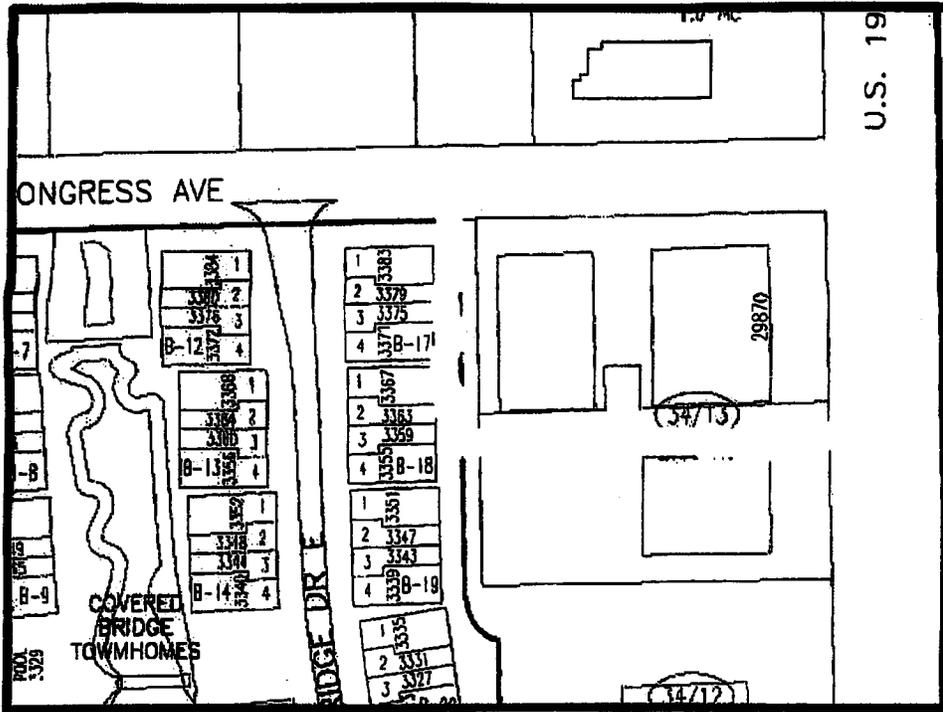
The West 300 feet of the East 400 feet of the South half of the North half of the SE 1/4 of the SW 1/4 of Section 18, Township 28 South, Range 16 East, less that part lying within Public Road known as Congress Street, as deeded in O.R.Book 607, page 448 of the Public Records of Pinellas County, Florida.

LESS

A parcel of land lying in the Southwest 1/4 of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 18, Township 28 South, Range 16 East; thence N 01°49'12" W, along the North-South centerline of said Section 18, 656.56 feet to the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 18, thence S 88°48'36" West, 100.01 feet to the West right-of-way line of U.S. Highway 19 (a 200-foot right-of-way) and the Point of Beginning; thence continue S 88°48'36" W, 300.01 feet; thence N 01°49'12" W, 139.99 feet; thence N 88°10'48" E, 106.30 feet; thence N 01°49'12" W, 35.00 feet; thence N 88°10'48" E, 30.00 feet; thence S 01°49'12" E, 35.00 feet; thence N 88.10'48" E, 163.70 feet to the West right-of-way of said U.S. Highway 19; thence S 01°49'12" E along said right-of-way line 143.29 feet to the Point of Beginning.

Ordinance 15-23
Exhibit "B"



ORDINANCE 15-24

AN ORDINANCE AMENDING THE CITY OF DUNEDIN LAND USE PLAN, AS ADOPTED BY ORDINANCE 89-21, ON CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 29870 U.S. HIGHWAY 19 N. (PARCEL NUMBER 18-28-16-00000-340-1300) WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.06 ACRES, ASSIGNING A RESIDENTIAL/OFFICE/RETAIL (R/O/R) LAND USE DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property receive an amended land use designation on the Dunedin Land Use Plan following annexation; and

WHEREAS, the owner of the property described herein has requested that the Dunedin Land Use Plan be changed following annexation to Residential/Office/Retail (R/O/R); and

WHEREAS, the Local Planning Agency of the City of Dunedin has duly considered the type of land use designation that would be appropriate on said property and has recommended that the property herein below be changed following annexation to Residential/Office/Retail (R/O/R); and

WHEREAS, the City Commission of the City of Dunedin has considered such request and finds that such request should be granted; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the Dunedin Land Use Plan as adopted by Ordinance 89-21 be amended by redesignating the following described real property following annexation to Residential/Office/Retail (R/O/R), as said designation is more particularly described in said Land Use Plan:

See Exhibit "A" attached hereto and made a part hereof.

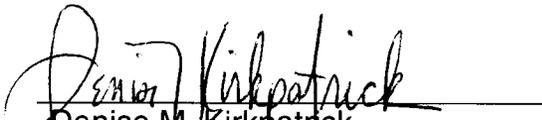
Section 2. The effective date of this small scale development plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Economic Opportunity, or the Administration Commission, finding the

amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 30th day of July, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: July 09, 2015

READ SECOND TIME AND ADOPTED: July 30, 2015

Ordinance 15-24
Exhibit "A"

The West 300 feet of the East 400 feet of the South half of the North half of the SE 1/4 of the SW 1/4 of Section 18, Township 28 South, Range 16 East, less that part lying within Public Road known as Congress Street, as deeded in O.R. Book 607, page 448 of the Public Records of Pinellas County, Florida.

LESS

A parcel of land lying in the Southwest 1/4 of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 18, Township 28 South, Range 16 East; thence N 01°49'12" W, along the North-South centerline of said Section 18, 656.56 feet to the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 18, thence S 88°48'36" West, 100.01 feet to the West right-of-way line of U.S. Highway 19 (a 200-foot right-of-way) and the Point of Beginning; thence continue S 88°48'36" W, 300.01 feet; thence N 01°49'12" W, 139.99 feet; thence N 88°10'48" E, 106.30 feet; thence N 01°49'12" W, 35.00 feet; thence N 88°10'48" E, 30.00 feet; thence S 01°49'12" E, 35.00 feet; thence N 88°10'48" E, 163.70 feet to the West right-of-way of said U.S. Highway 19; thence S 01°49'12" E along said right-of-way line 143.29 feet to the Point of Beginning.

ORDINANCE 15-25

AN ORDINANCE ZONING CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 29870 U.S. HIGHWAY 19 N. (PARCEL NUMBER 18-28-16-00000-340-1300) WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 1.06 ACRES, FROM COMMERCIAL PARKWAY (CP-1) (COUNTY) TO GENERAL BUSINESS (GB); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property be rezoned following annexation from Commercial Parkway (CP-1) (County) to General Business (GB); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owner be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from Commercial Parkway (CP-1) (County) to General Business (GB), as said zoning classification is more particularly described in Dunedin's Land Development Code:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 30th day of July, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: July 09, 2015

READ SECOND TIME AND ADOPTED: July 30, 2015

Ordinance 15-25
Exhibit "A"

The West 300 feet of the East 400 feet of the South half of the North half of the SE 1/4 of the SW 1/4 of Section 18, Township 28 South, Range 16 East, less that part lying within Public Road known as Congress Street, as deeded in O.R.Book 607, page 448 of the Public Records of Pinellas County, Florida.

LESS

A parcel of land lying in the Southwest 1/4 of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 18, Township 28 South, Range 16 East; thence N 01°49'12" W, along the North-South centerline of said Section 18, 656.56 feet to the South line of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 18, thence S 88°48'36" West, 100.01 feet to the West right-of-way line of U.S. Highway 19 (a 200-foot right-of-way) and the Point of Beginning; thence continue S 88°48'36" W, 300.01 feet; thence N 01°49'12" W, 139.99 feet; thence N 88°10'48" E, 106.30 feet; thence N 01°49'12" W, 35.00 feet; thence N 88°10'48" E, 30.00 feet; thence S 01°49'12" E, 35.00 feet; thence N 88°10'48" E, 163.70 feet to the West right-of-way of said U.S. Highway 19; thence S 01°49'12" E along said right-of-way line 143.29 feet to the Point of Beginning.

ORDINANCE 15-26

AN ORDINANCE AMENDING THE CITY OF DUNEDIN LAND USE PLAN, AS ADOPTED BY ORDINANCE 89-21, ON CERTAIN REAL PROPERTY LOCATED AT 2641 MICHAEL PLACE (PARCEL NUMBER 15-28-15-23166-001-0000) WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 2.43 ACRES FROM RESIDENTIAL LOW MEDIUM (RLM) TO RESORT FACILITIES MEDIUM (RFM); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property receive an amended land use designation on the Dunedin Land Use Plan; and

WHEREAS, the owner of the property described herein has requested that the Dunedin Land Use Plan be changed to Resort Facilities Medium (RFM); and

WHEREAS, the Local Planning Agency of the City of Dunedin has duly considered the type of land use designation that would be appropriate on said property and has recommended that the property herein below be changed to Resort Facilities Medium (RFM); and

WHEREAS, the City Commission of the City of Dunedin has considered such request and finds that such request should be granted; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

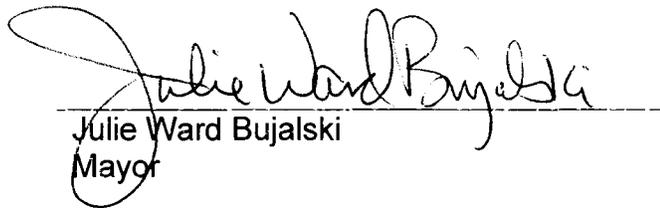
Section 1. That the Dunedin Land Use Plan as adopted by Ordinance 89-21 be amended by re-designating the following described real property to Resort Facilities Medium (RFM), as said designation is more particularly described in said Land Use Plan:

See Exhibit "A"

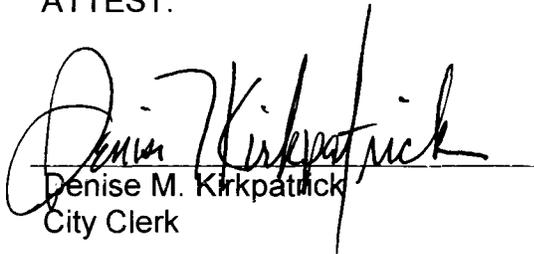
attached hereto and made a part hereof.

Section 2. The effective date of this small scale development plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Economic Opportunity, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of December , 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: August 20, 2015

READ SECOND TIME AND ADOPTED: December 3, 2015

EXHIBIT "A"

Parcel 1:

From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, 22, Public Records of Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.05 feet, to a Point of Beginning; thence continue along said East line of Michael Place the following three courses: (1) North 20 degrees 50 minutes 43 seconds East, 71.42 feet (2) By a curve to the left, through an angle of 19 degrees 43 minutes 06 seconds with a radius of 140.00 feet, an arc of 48.18 feet (3) North 01 degrees 07 minutes 37 seconds East, 160.68 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 530.13 feet; thence North 69 degrees 09 minutes 17 seconds West, 271.25 feet to the point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59 Pages 20, 21, and 22, Public Records of Pinellas County, Florida; thence along the North right-of-way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

Parcel 2:

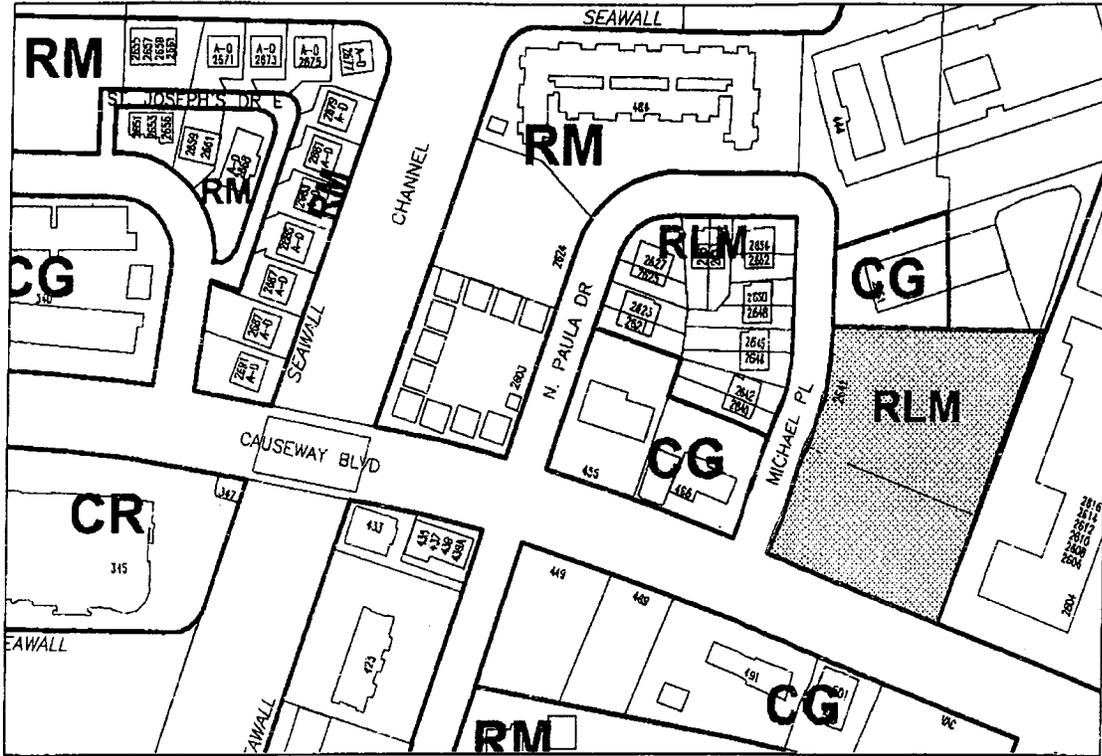
From the Southwest corner of Tract "A" DUNEDIN CASUSEWAY CENTER, as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of the Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.06 feet; thence South 69 degrees 09 minutes 17 seconds East, 271.25 feet, thence South 20 degrees 50 minutes 43 seconds West, 158.06 feet; thence along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West 5.00 feet to the Point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of Pinellas County Florida; thence along the North right-of way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point of Beginning; Thence North 88 degrees 52 minutes 23 seconds West 315.81 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.111 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

Parcel 3:

To be determined upon review of a current and accurate survey

LAND USE MAP

Project Site: 2641 Michael Place



Key	
CG – Commercial General	RM – Residential Low Medium (7.6-10.0 Units/Acre)
CR – Commercial Recreation	RFM – Resort Facilities Medium
RM – Residential Medium (10.1-15.0 Units/Acre)	

ORDINANCE 15-27

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 2641 MICHAEL PLACE (PARCEL NUMBER 15-28-15-23166-001-0000) WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 2.43 ACRES FROM FORM-BASED MEDIUM (FX-M) TO TOURIST FACILITY (TF); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property be rezoned from Form-Based Medium (FX-M) to Tourist Facility (TF); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the rezoning on said real property, and has recommended that the rezoning request of said owner be granted; and

WHEREAS, due and proper public hearing on the said recommended rezoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

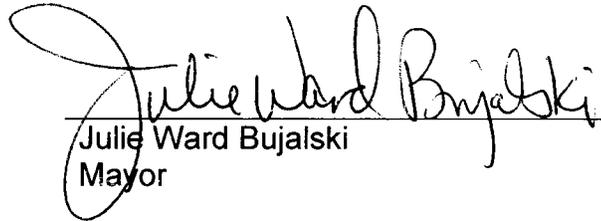
Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from Form-Based Medium (FX-M) to Tourist Facility (TF), as said zoning classification is more particularly described in Dunedin's Land Development Code:

See Exhibit "A"

attached hereto and made a part hereof.

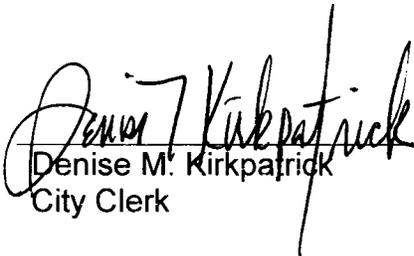
Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of December, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: August 20, 2015

READ SECOND TIME AND ADOPTED: December 3, 2015

EXHIBIT "A"

Parcel 1:

From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, 22, Public Records of Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.05 feet, to a Point of Beginning; thence continue along said East line of Michael Place the following three courses: (1) North 20 degrees 50 minutes 43 seconds East, 71.42 feet (2) By a curve to the left, through an angle of 19 degrees 43 minutes 06 seconds with a radius of 140.00 feet, an arc of 48.18 feet (3) North 01 degrees 07 minutes 37 seconds East, 160.68 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 530.13 feet; thence North 69 degrees 09 minutes 17 seconds West, 271.25 feet to the point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59 Pages 20, 21, and 22, Public Records of Pinellas County, Florida; thence along the North right-of-way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

Parcel 2:

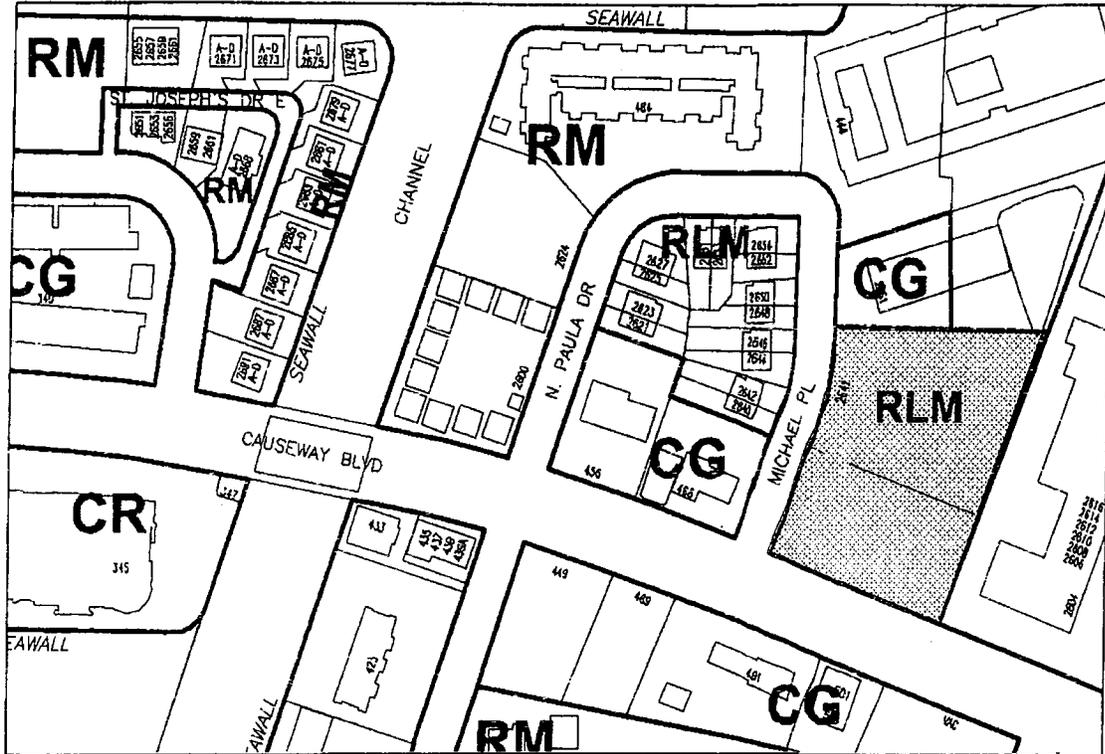
From the Southwest corner of Tract "A" DUNEDIN CASUSEWAY CENTER, as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of the Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.06 feet; thence South 69 degrees 09 minutes 17 seconds East, 271.25 feet; thence South 20 degrees 50 minutes 43 seconds West, 158.06 feet; thence along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West 5.00 feet to the Point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of Pinellas County Florida; thence along the North right-of-way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point of Beginning; Thence North 88 degrees 52 minutes 23 seconds West 315.81 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.111 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

Parcel 3:

To be determined upon review of a current and accurate survey

LAND USE MAP

Project Site: 2641 Michael Place



Key	
CG - Commercial General	RM - Residential Low Medium (7.6-10.0 Units/Acre)
CR - Commercial Recreation	RFM - Resort Facilities Medium
RM - Residential Medium (10.1-15.0 Units/Acre)	

ORDINANCE 15-28

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND AV FLORIDA HOLDINGS LLC; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Dunedin and AV Florida Holdings, LLC have entered into and concluded negotiations of a Development Agreement pertaining to and setting forth the terms and conditions for the development of certain parcels located at 2641 Michael Place, Dunedin, Florida; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the terms and conditions of the Development Agreement, and has recommended that the same be approved; and

WHEREAS, due and proper public hearings on the said Development Agreement having been completed pursuant to Section 104-33.7.2 of the City's Land Development Code and Florida Statute 163.3225; and

WHEREAS, the City Commission wishes to authorize the Mayor of the City to sign the said Development Agreement with AV Florida Holdings, LLC; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That the Mayor is authorized to execute the Development Agreement between the City of Dunedin and AV Florida Holdings, LLC, as attached hereto and incorporated by reference herein.

Section 2: This Ordinance shall become effective upon final passage and adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 3rd day of December , 2015.**


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: August 20, 2015

READ SECOND TIME AND ADOPTED: December 3, 2015

**This Document Prepared By
And After Recording Return To:**

**Jeffrey C. Shannon, Esq.
Buchanan Ingersoll & Rooney PC
501 East Kennedy Blvd., Suite 1700
Tampa, Florida 33602**

~~KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015359795 12/11/2015 at 12:16 PM
OFF REC BK: 19016 PG: 1828-1845
DocType:AGM RECORDING: \$154.50~~

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015373301 12/28/2015 at 08:56 AM
OFF REC BK: 19031 PG: 2048-2065
DocType:AGM RECORDING: \$154.50

**CITY OF DUNEDIN
DEVELOPMENT AGREEMENT
FOR HOTEL**

THIS CITY OF DUNEDIN DEVELOPMENT AGREEMENT FOR HOTEL (the “**Agreement**”) is made this 28th day of December, 2015, by and between AV Florida Holdings, LLC, a Florida limited liability company (or its related entity which will develop the Property) (“**Developer**”), and the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation under the laws of the State of Florida (the “**City**”).

WITNESSETH:

WHEREAS, AV FLORIDA HOTEL LLC is the owner of the land described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “**Property**”), which Property totals approximately 2.43 acres in area and is located at the northeast corner of Causeway Boulevard and Michael Place;

WHEREAS, on May 22, 2015, Developer submitted an application to: (a) amend the land use designation applicable to the Property from “RLM” (residential low medium) to “RFM” (resorts facilities medium); and (b) rezone the Property to zoning category “TF,” in accordance with the City’s Land Development Code contained within the City’s Code of Ordinances (the “**Code**”); to allow for construction of up to a 66,500 square foot (up to 90-room) hotel and up to a 4,000 square foot restaurant on the Property, together with minimal meeting space for guest use, pool, lobby and parking spaces, generally conforming to the architectural elevation dimensions shown on the approved site plan pursuant to the Final Design Review, as depicted on **Exhibit “B”** attached hereto and by this reference made a part hereof (collectively, the “**Project**”);

WHEREAS, the land use designation for the Property is “Resort Facilities Medium” or “RFM,” which allows a density of up to 60 units per acre when the provisions of Future Land Use Element Policy R-1, “Alternative Lodging Density”, are met;

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes (the “**Act**”), and Section 104-33 et. seq., City’s Code of Ordinances, authorizes the city commission to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient

use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements;

WHEREAS, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in ensuring that there are adequate capital facilities for the development, encourage private participation in comprehensive planning and reduce the cost of development;

WHEREAS, the Project will comply with: the provisions of the approved site plan, as revised and approved by the City Commission, and all applicable land development regulations in effect at the time of application for building permits and in accordance with this Agreement;

WHEREAS, the construction and operation of the Project will be of significant benefit to the citizens of the City by improving and revitalizing the Property;

WHEREAS, the City has conducted such public hearings as are required by and in accordance with Florida Statutes Section 163.3225, Land Development Code § 104.33.7.2, and any other applicable law;

WHEREAS, the City has determined that, as of the Effective Date (as hereinafter defined), the proposed project is consistent with the City's Comprehensive Plan and Land Development Regulations;

WHEREAS, at a duly noticed and convened public meeting on December 3, 2015, the City Commission approved this Agreement and authorized and directed its execution by the appropriate officials of the City;

WHEREAS, approval of this Agreement is in the interests of the City in furtherance of the City's goals of enhancing the viability of the resort community; and

WHEREAS, Developer has approved this Agreement and has duly authorized its representative to execute this Agreement on Developer's behalf.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **RECITALS.**

The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

2. **AUTHORITY.**

This Agreement is authorized by (a) Section 163.3220, et.seq., Fla. Stat.(2015) , the terms of which as of the Effective Date are incorporated herein by this reference and made a part of this Agreement and Section 104-33, et.seq., City's Code of Ordinances. 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.

3. **EFFECTIVE DATE.**

This Agreement shall be effective on the date (the “**Effective Date**”) which is the later of:

- a. Proper recordation in the public records of Pinellas County, Florida within fourteen(14) days after the City approves the execution of this Agreement; and
- b. After the time tolled during any appeals or litigation and appeal challenging this Agreement or challenging other matters affecting the purpose, content, or the right of the Developer or City to develop the Property as contemplated hereby.

4. **PROPERTY SUBJECT TO THIS AGREEMENT.** The Property described in **Exhibit "A"** is subject to this Agreement.

- a. Developer has applied to change the (i) land use designation for the Property to “Resort Facilities Medium” or “RFM;” and (ii) zoning category for the Property to “TF”.
- b. The Property is, or will be upon Developer’s closing on its contractual rights to acquire the Property, owned in fee simple by Developer.
- c. The Property is generally located at the northeast corner of Causeway Boulevard and Michael Place, as further described in **Exhibit “A”**.

5. **SCOPE OF PROJECT.**

The Property shall be developed in conformance with approved site plan pursuant to the Final Design Review, as depicted on **Exhibit “B”** attached hereto and by this reference made a part hereof, as may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall require an amendment to this Agreement; provided however, any re-allocation between the number of rooms within the hotel space and the square footage within the restaurant space, as potentially contemplated by this Agreement, should not require such an amendment.

This Project shall consist of the following:

- a. Up to 66,500 square feet of space (with up to 90 rooms) within the hotel space, and up to 4,000 square feet of restaurant space. For the purposes of this Agreement “hotel” shall be the same as the definition of a “hotel” set forth in the Code, as amended from time to time.
- b. Five floors, with an aggregate height of no more than fifty(50) feet as measured from BFE elevation 13 feet.

c. minimum of 126 parking spaces, 20 of which will be covered and located under the hotel space; provided, however should the number of hotel rooms within the hotel space and the square footage within the restaurant space be re-allocated, Developer acknowledges that the City's parking requirements must be ultimately satisfied based upon the (i) final number of hotel rooms within the hotel space; and (ii) final total square footage within the restaurant space, as finally approved by the City.

6. **DEVELOPER'S OBLIGATIONS.**

a. The obligations under this Agreement shall be binding upon and the benefits of the Agreement shall inure to Developer, its successors in interest or assigns. At the time of development of the Property, Developer will submit such applications and documentation as are required by law and shall comply with the City's Code applicable at the time of permit review.

b. Developer shall construct the Project consistent with the Final Design Review and all required City approvals.

c. Developer shall (i) comply with all county and local hurricane evacuation plans and procedures to ensure the orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III; and (ii) execute, prior to commencement of construction, a mandatory evacuation/closure covenant, substantially in the form attached hereto as **Exhibit "C"**, stating that the accommodation use will close as soon as practicable after a hurricane watch that includes the City of Dunedin is posted by the National Hurricane Center.

d. Developer, or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and land necessary to serve the Project which are shown on the Final Design Review, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights of way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to, the following:

7. **PUBLIC FACILITIES.**

a. Potable water is available from the City. Developer shall be responsible for all necessary main extensions and applicable connection fees.

b. Sewer service is currently provided by the City. Developer shall be responsible for all necessary main extensions and applicable connection fees.

c. Fire protection shall be provided by the City.

d. Drainage facilities for the Property will be provided by Developer at Developer's sole expense.

e. All improvements associated with the public facilities identified herein shall be completed prior to the issuance of any certificate of occupancy.

8. **THE CITY'S OBLIGATIONS.**

a. The City shall diligently and in good faith process any permits, applications or other approvals necessary for the construction of the Project and the improvements described herein.

b. The City shall provide those public utilities referenced herein.

9. **REQUIRED LOCAL GOVERNMENT APPROVALS.** The required local government development approvals for development of the Property include, without limitation, the following:

a. The City's site plan approvals and associated utility licenses, access, and right-of-way utilization permits;

b. The City's construction plan approval(s);

c. All permits and/or approvals from SWFWMD;

d. All permits and/or approvals from FDEP;

e. The City's building permit(s); and

f. The City's certificate(s) of occupancy.

10. **FINDING OF CONSISTENCY.** The City finds that development of the Property is consistent with the terms of this Agreement and is consistent with the City's Comprehensive Plan and the Code.

11. **CITY IMPACT FEE CREDITS.**

The City has computed and will grant certain impact fee credits for the Project to Developer consistent with City's ordinances and reflecting previous uses on the Property, which entitle Developer to certain impact fee credits. The impact fee credits to be granted to Developer are:

12. **ASSIGNMENT.**

a. Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to the Project, or any part thereof, at any time; provided, however, that (i) in the event that, as a part of such sale, conveyance, assignment, or other disposition, Developer intends to assign to its grantee (the

“assignee”), its rights and obligations under this Agreement, such assignment can only occur with the prior written consent of the City, and (ii) such assignee, to the extent of the sale, conveyance, assignment or other disposition by Developer to the assignee, shall be bound by the terms of this Agreement the same as Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition.

b. If the assignee of Developer’s right, title, interest and obligations in and to the Project, or any part thereof assumes all of Developer’s obligations hereunder for the Project, or that part subject to such sale, conveyance, assignment or other disposition, then Developer shall be released from all such obligations hereunder which have been so assumed by the assignee, and the City agrees to execute an instrument evidencing such release, which shall be in recordable form.

c. An assignment of the Project, or any part thereof, by Developer to any corporation, limited partnership, limited liability company, general partnership, or joint venture, in which Developer (or an entity under common control with Developer) has either the controlling interest or through a joint venture or other arrangement shares equal management rights and maintains such controlling interest or equal management rights shall not be deemed an assignment or transfer subject to any restriction on or approvals of assignments or transfers imposed by this Agreement, provided, however, that notice of such assignment shall be given by Developer to the City not less than thirty (30) days prior to such assignment being effective and the assignee shall be bound by the terms of this Agreement to the same extent as would the Developer in the absence of such assignment.

13. **MISCELLANEOUS.** The City hereby covenants and agrees as follows with respect to the existing and future development of the Project:

a. **Concurrency.** The City and Developer agree that all concurrency management standards related public facilities impacted by and required to accommodate the Project (both existing and proposed development), including, without limitation, sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools, and transportation facilities, will be in place and will be sufficient to accommodate the impacts of development, pursuant to Chapter 163, Section 163.3180, Florida Statutes, and the applicable service plan provider plan and regulations.

b. **Vested Rights.** Pursuant to the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes, the development entitlements, obligations of the City, and other provisions and restrictions provided for in this Agreement shall be deemed to constitute vested property rights that shall run with and inure to the benefit of the property-owner and their successors and assignors and shall not be limited, abridged, modified or eliminated, notwithstanding any future City ordinance, regulation or policy, nor any subsequent change in any state or local law which other wise might apply, so long as those issues have been directly addressed by this Agreement.

c. **Statutory Development Agreement Requirements.** Pursuant to the requirements of the Florida Local Government Development Agreement Act, Sections

163.3220 - 163.3243, Florida Statutes, the following statements and representations are made: (i) no reservation or dedication of land for public purposes is required or necessary by the City, provided however nothing herein shall prevent other regulatory agencies from requiring a reservation or dedication of land through their permitting processes; (ii) all local development permits required by City Code or other law(s) shall be obtained, regardless of whether this Agreement addresses the particular permit or requirement; and (iii) all conditions, terms, restrictions, and other requirements determined to be necessary by the City for the public health, safety or welfare are provided for herein.

d. Binding Effect. The rights, obligations and liabilities of this Agreement shall be binding upon, and shall inure to the benefit of, and burden the respective heirs, personal representatives, legal successors and assigns of all parties to this Agreement. Upon an assignment of this Agreement or the conveyance of any of the parcels hereunder, the assignor/grantor shall be deemed released from all rights, obligations and liabilities hereunder, and the assignee/grantee shall be deemed to have assumed all rights, obligations and liabilities hereunder.

e. Applicable Law; Jurisdiction; Venue. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Pinellas County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

f. Attorneys' Fees. In the event it becomes necessary for any party to enforce its rights under the terms of this Agreement, then in that event the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

g. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.

h. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

i. Captions or Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement nor the intent of any provision hereof.

j. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

k. Duration. This Agreement shall remain in effect for ten (10) years from the Effective Date or until the completion of the Project or lapse by operation of law, whichever occurs first.

l. Amendment. This Agreement may be amended only by mutual written consent of the parties.

m. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

n. 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):

For the City:

City of Dunedin
542 Main Street
Dunedin, FL. 34698
Attention: City Manager

With a Copy to:

City Attorney:
Thomas J. Trask, Esq.
Trask Daigneault LLP
Harbor Oaks Professional Center
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756

For Developer:

AV Florida Holdings LLC (or its related entity which will develop the Property)
150 Marina Plaza
Dunedin, FL 34698

With a Copy to:

Jeffrey C. Shannon, Esq.
Buchanan Ingersoll & Rooney PC/Fowler White Boggs
501 E. Kennedy Blvd., Suite 1700
Tampa, Florida 33602

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.

o. Periodic Review. The City shall conduct periodic review of this Agreement in accordance with the provisions of Florida Statute Section 163.3235 to determine if there has been demonstrated good faith compliance with the terms hereof.

p. Execution, Recordation and Filing. This Agreement shall be executed by Developer and the City within five (5) working days after the approval by the City Commission. Within fourteen (14) days after the City executes this Agreement it shall be recorded by the City in the official records of Pinellas County, Florida. Within fourteen (14) days after this Agreement is recorded, the City shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested, as required by law.

q. Minor Non-Compliance. Developer will not be deemed to have failed to comply with the terms of this Agreement in the event such noncompliance, in the judgment of the City Manager, reasonably exercised, is of a minor or inconsequential nature.

r. Subsequently Adopted laws and Policies. Per Section 163.3233, Fla. Stat:

(1) The City's laws and policies governing the development of the Project on the Effective Date shall govern the development of the Property for the duration of this Agreement; and

(2) The City may apply subsequently adopted laws and policies to the Project only if the City has held a public hearing and determined:

(A) The subsequently adopted laws and policies 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 this Agreement;

(B) The subsequently adopted laws and policies 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;

(C) The subsequently adopted laws and policies are specifically anticipated and provided for in this Agreement;

(D) The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

(E) This Agreement is based on substantially inaccurate information supplied by the Developer.

s. 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.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Annexation Agreement on the day(s) and year set forth below.

(SIGNATURES ON FOLLOWING PAGE)

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21 day of 12, 2015 by Benedikt Fritzsche who is personally known to me ___ OR produced FL Driver Licence FL 32-666-72-291 as identification.

[Signature]
(Signature of person taking acknowledgement)

Courtney Elizabeth Perryman
(Type or print name of Notary Public)

Commission Expires



DEVELOPER:

AV FLORIDA HOLDINGS LLC, a Florida limited liability company (or its related entity which will develop the Property)

By: [Signature]

Name: Benedikt Fritzsche
Title: _____

Date: 12/21/15

Development Agreement
Schedule of Exhibits

- Exhibit "A"** - Legal Description of Property
- Exhibit "B"** - Approved site plan for the Project per Final Design Review
- Exhibit "C"** - Form of Covenant Regarding Hurricane Evacuation

EXHIBIT "A"
(Legal Description of Property)

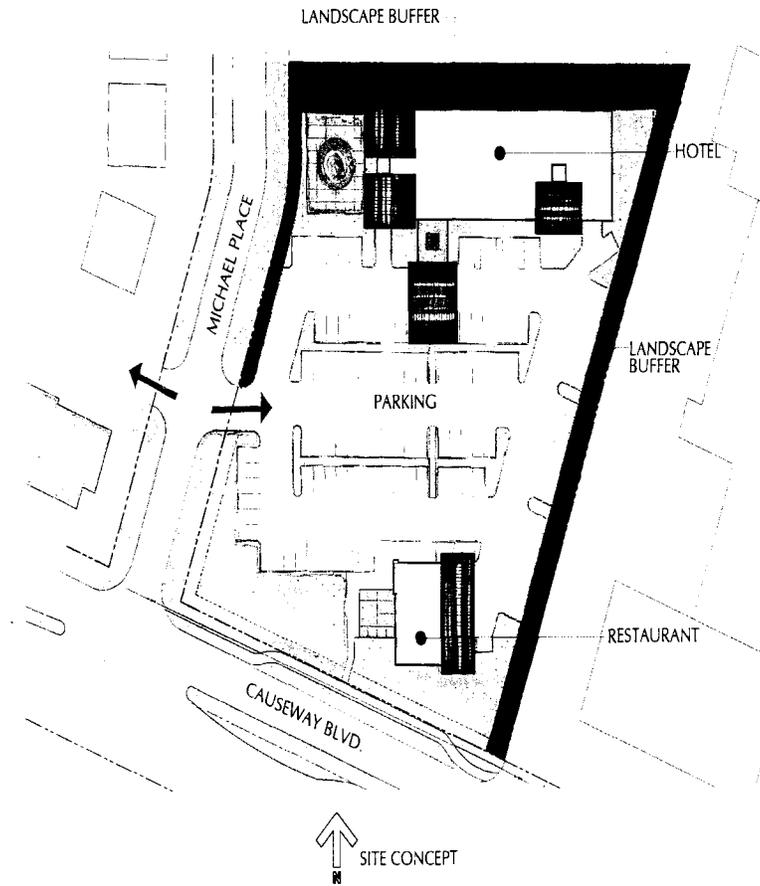
Parcel 1:

Form the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, 22, Public Records of Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.05 feet, to a Point of Beginning; thence continue along said East line of Michael Place the following three courses: (1) North 20 degrees 50 minutes 43 seconds East, 71.42 feet (2) By a curve to the left, through an angle of 19 degrees 43 minutes 06 seconds with a radius of 140.00 feet, an arc of 48.18 feet (3) North 01 degrees 07 minutes 37 seconds East, 160.68 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 530.13 feet; thence North 69 degrees 09 minutes 17 seconds West, 271.25 feet to the point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59 Pages 20, 21, and 22, Public Records of Pinellas County, Florida; thence along the North right-of-way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point of Beginning; thence North 88 degrees 52 minutes 23 seconds West, 315.81 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.11 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

Parcel 2:

From the Southwest corner of Tract "A" DUNEDIN CASUSEWAY CENTER, as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of the Pinellas County, Florida, run along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West, 266.25 feet; thence along the East line of Michael Place, North 20 degrees 50 minutes 43 seconds East, 158.06 feet; thence South 69 degrees 09 minutes 17 seconds East, 271.25 feet, thence South 20 degrees 50 minutes 43 seconds West, 158.06 feet; thence along the North right-of-way line of Causeway Boulevard, North 69 degrees 09 minutes 17 seconds West 5.00 feet to the Point of Beginning. LESS AND EXCEPT that part described as ALL OF MACEDONIA CONDO. From the Southwest corner of Tract "A" DUNEDIN CAUSEWAY CENTER as recorded in Plat Book 59, Pages 20, 21, and 22, Public Records of Pinellas County Florida; thence along the North right-of way line of Causeway Boulevard, South 69 degrees 09 minutes 17 seconds East, 5.00 feet; thence North 20 degrees 50 minutes 43 seconds East, 433.15 feet to a Point of Beginning; Thence North 88 degrees 52 minutes 23 seconds West 315.81 feet to a Point on the East line of Michael Place; thence along the East line of Michael Place, North 01 degrees 07 minutes 37 seconds East, 107.58 feet; thence North 72 degrees 53 minutes 26 seconds East, 423.111 feet; thence South 20 degrees 50 minutes 43 seconds West, 255.04 feet to the Point of Beginning.

EXHIBIT "B"
(Site Plan for Project)



DUNEDIN CAUSEWAY PROJECT
PROPOSED HOTEL & RESTAURANT
A PROJECT DEVELOPED BY AV FLORIDA HOLDINGS LLC



746 BROADWAY, SUITE 202
DUNEDIN, FLORIDA 34698
PHONE: 737-785-4441
FL. CORP. #A0002187
WWW.ALDESMITH.COM

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EXHIBIT “C”
(Form of Covenant regarding Hurricane Evacuation)

**COVENANT REGARDING HURRICANE EVACUATION
AND CLOSURE**

THIS COVENANT (“Covenant”) is made as of the ____ day of _____, 2015, by AV Florida Holdings LLC, a Florida limited liability company (or its related entity which will develop the Property), (“Developer”).

Developer is, or will be upon Developer’s closing on its contractual rights to acquire the property, the owner of fee simple title to the real property described in **Exhibit “A”** to this Development Agreement and made a part thereof (hereinafter, the “Property”).

Per the terms of this Development Agreement, Developer shall be entitled to develop up to 66,500 square feet as a Hotel (as defined in the City’s Land Development Code contained within the City’s Code of Ordinances (the “**Code**”)) with up to 90 hotel rooms and up to 4,000 square feet of restaurant space, subject to Developer’s compliance with the requirements and obligations of the Development Agreement. Those obligations include the requirement that Developer comply with all county and local hurricane evacuation plans and procedures to ensure the orderly evacuation of guests and visitors per Chapter 34, Article II of the Pinellas County Code, and that it execute a mandatory evacuation/closure covenant, stating that the accommodation use will close as soon as practical after the National Hurricane Center posts a hurricane watch that includes the City of Dunedin

THEREFORE, in consideration of the covenants and restrictions herein set forth and to be observed and performed, and in further consideration of the approval of the entitlements for a Hotel on the Property, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Developer hereby declares, covenants and agrees as follows:

Benefit and Enforcement. These covenants and restrictions are made for the benefit of the residents of the City and shall be enforceable on behalf of said residents by the City Council of the City.

Covenant of Closure/Evacuation

Evacuation Plan. Pursuant to Section 34-65, Pinellas County Code of Ordinances, within 90 days of the issuance of a certificate of occupancy for the Hotel, Developer shall submit to the City of Dunedin an evacuation plan describing the methods for informing staff and guests of the threat of approaching hurricanes and the procedures to be followed during evacuation. Upon approval of the plan by the City, copies of the evacuation plan shall be made available to all guests, and given to each guest during hurricane season.

Closure of Improvements and Evacuation. The Hotel developed on the Property shall be closed as soon as practicable upon the issuance of a hurricane watch by the National Hurricane Center, which hurricane watch includes the City of Dunedin, and all Hotel guests, visitors and employees other than emergency and security personnel required to protect the resort, shall be evacuated from the Hotel as soon as practicable

following the issuance of said hurricane watch. In the event that the National Hurricane Center shall modify the terminology employed to warn of the approach of hurricane force winds, the closure and evacuation provisions of this Covenant shall be governed by the level of warning employed by the National Hurricane Center which precedes the issuance of a forecast of probable landfall in order to ensure that the guests, visitors and employees will be evacuated in advance of the issuance of a forecast of probable landfall.

Effective Date. This Covenant shall become effective upon issuance of all building permits required to build the project ("Project") and Developer's commencement of construction of the Project, as evidence by a Notice of Commencement for the Project.

Governing Law. This Covenant shall be construed in accordance with and governed by the laws of the State of Florida.

Recording. This Covenant shall be recorded in the chain of title of the Property with the Clerk of the Courts of Pinellas County, Florida.

Attorneys' Fees. Developer shall reimburse the City for any expenses, including reasonable attorneys' fees, which are incurred by the City in the event that the City determines that it is necessary and appropriate to seek judicial enforcement of this Covenant and the City obtains relief, whether by agreement of the parties or through order of a court of competent jurisdiction,

Severability. If any provision, or part thereof, of this Covenant or the application of this Covenant to any person or circumstance will be or is declared to any extent to be invalid or unenforceable, the remainder of this Covenant, or the application of such provision or portion thereof to any person or circumstance, shall not be affected thereby, and each and every other provision of this Covenant shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Developer has caused this Covenant to be executed this ____ day of _____, 2015.

In the Presence of:

AV FLORIDA HOLDINGS, LLC

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

CITY OF DUNEDIN, FLORIDA

By: _____
Julie Ward-Bujalski, Mayor

Attest:

_____, City Clerk

Approved as to Form:

By: _____
Thomas J. Trask, City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of AV FLORIDA HOLDINGS, LLC, who is [] personally known to me or has [] produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as Mayor of the City of Dunedin, Florida, who is [] personally known to me or has [] produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

ORDINANCE 15-29

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 1410 MAIN STREET (PARCEL NO. 26-28-15-00000-140-1000), 1402 CARNATION DRIVE (PARCEL NO. 26-28-15-00000-140-1010), 1410 CARNATION DRIVE (PARCEL NO. 26-28-15-00000-140-0900) AND 1418 CARNATION DRIVE (PARCEL NO. 26-28-15-00000-140-0800) WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 0.89 ACRES, FROM GENERAL BUSINESS (GB) TO FORM-BASED MEDIUM (FX-M); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property described herein has requested that the said property be rezoned from General Business (GB) to Form-Based Medium (FX-M); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owner be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

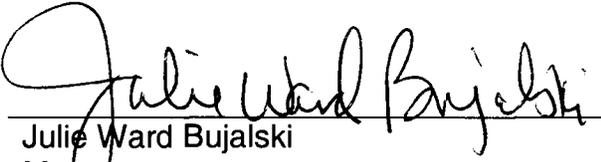
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be zoned Form-Based Medium (FX-M) as said zoning classification is more particularly described in Dunedin's Land Development Code:

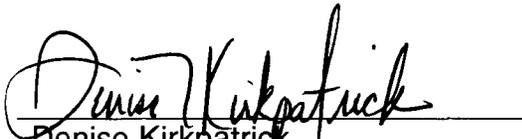
See Exhibit "A" attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of September, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: July 30, 2015
READ SECOND TIME AND CONTINUED: August 20, 2015
READ SECOND TIME AND ADOPTED: September 3, 2015

RESOLUTION 15-29
EXHIBIT "A"

The land referred to herein below is situated in the County of Pinellas, State of Florida, and is described as follows:

Parcel 1

Begin 963 feet South of the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 26, Township 28 South, Range 15 East for a Point of Beginning; run thence South 100 feet, thence East 128.75 feet, thence North 100 feet, thence West 128.75 feet the Point of Beginning, Pinellas County, Florida.

Parcel 2

The North Half (North 50 feet) of the following described property: Beginning at a point on the West boundary of the Southeast quarter of the Northeast quarter of Section 26, Township 28 South, Range 15 East; which is 1063 feet South of the Northwest corner of the said Southeast quarter of the Northeast quarter of the said Section 26, run thence South 100 feet along the said West boundary; thence run East 128.75 feet parallel to the South boundary of said Southeast quarter of the Northeast quarter of the said Section 26; thence run North 100 feet parallel to the said West boundary of the said Southeast quarter of the Northeast quarter of said Section 26; thence run West 128.75 feet to the Point of Beginning; Pinellas County, Florida.

AND

The South Half (South 50 feet) of the following described property: Beginning at a point on the West boundary of the Southeast quarter of the Northeast quarter of Section 26, Township 28 South, Range 15 East; which is 1063 feet South of the Northwest corner of the said Southeast quarter of the Northeast quarter of the said Section 26, run thence South 100 feet along the said West boundary; thence run East 128.75 feet parallel to the South boundary of said Southeast quarter of the Northeast quarter of the said Section 26; thence run North 100 feet parallel to the said West boundary of the said Southeast quarter of the Northeast quarter of said Section 26; thence run West 128.75 feet to the Point of Beginning, Pinellas County, Florida.

Parcel 3

Beginning at a point 1163 feet South of the Northwest corner of the Southeast Quarter of Northeast Quarter of Section 26, Township 28 South, Range 15 East, and run South to the Southwest corner of said Quarter Section, thence East along the South line of said Quarter Section 128.75 feet, thence North to a point 1163 feet South of the North line of said Quarter Section, thence West 128.75 feet to the Point of Beginning, Less Road 580, Pinellas County, Florida.

ALL BEING SUBJECT TO AND TOGETHER with that 15 foot easement created in Deed Book 1128, Page 203, Pinellas County, Florida, as enforced by Final Judgment under Case No. 97-6998 recorded in Official Records Book 10300, Page 530, as amended in Official Records Book 17485, Page 593 of said Public Records.

ORDINANCE 15-30

AN ORDINANCE OF THE CITY OF DUNEDIN AMENDING IN ITS ENTIRETY CHAPTER 104, PROCEDURES, OF THE LAND DEVELOPMENT CODE; PROVIDING FOR THE AMENDMENT OF SECTION 104-10.1(B) TO REORDER THE DEVELOPMENT PROCESS; DELETING FIGURE 104-1.1; PROVIDING FOR THE AMENDMENT OF TABLE 104.1.2 TO MATCH NOTICE REQUIREMENTS OF THE FLORIDA STATUTES, SECTION 104-23.13 TO REVISE THE REZONING APPROVAL CRITERIA, SECTION 104-24 TO REVISE THE REQUIREMENTS FOR PROJECTS REQUIRING CITY COMMISSION DESIGN REVIEW, SECTION 104-24.4 TO REVISE APPLICABILITY, SECTION 104-24.5 TO CREATE A DESIGN REVIEW EXEMPTION FOR ACCESSORY BUILDINGS, SECTION 104-24.6 TO RENAME THE NEIGHBORHOOD PARTICIPATION PLAN AND ELIMINATE ITS REQUIREMENT FOR RESIDENTIAL TO RESIDENTIAL DEVELOPMENT, SECTION 104-24.7.3 TO ADD ENGINEERING REQUIREMENTS FOR DESIGN REVIEW SITE PLANS, SECTION 104-24.7.4 TO ELIMINATE THE RECOMMENDED ARCHITECTURAL GUIDELINES, SECTION 104-24.7.6 TO CLARIFY TRAFFIC IMPACT ANALYSIS REQUIREMENTS, SECTION 104-24.7.8(B) TO PROVIDE FOR THE WAIVER OF THE SECOND PUBLIC HEARING BEFORE THE CITY COMMISSION, SECTION 104-24.7.9 TO AMEND THE DESIGN REVIEW APPROVAL CRITERIA FROM REGULATORY TO PERFORMANCE-BASED STANDARDS, SECTION 104-24.9.1 TO ALLOW FOR A 10% MODIFICATION OF A DESIGN REVIEW PLAN, SECTION 104-25 TO CLARIFY THE REGULATIONS FOR MINOR CHANGE TO AN EXISTING SITE PLAN, SECTION 104-31.7 TO PROVIDE FOR MORE SPECIFIC COMPREHENSIVE PLAN APPROVAL CRITERIA, SECTION 104-49.1 TO ELIMINATE THE CITY COMMISSION CALL-UP PROCEDURE, SECTION 104-45 TO ELIMINATE THE PROVISION FOR PROJECTS REQUIRING STAFF LEVEL DESIGN REVIEW, SECTION 104-51 TO REORDER THE DEVELOPMENT PROCESS, SECTION 104-60 TO REVISE THE PLATTING RESPONSIBILITIES TO THE PLANNING & DEVELOPMENT DEPARTMENT, AND SECTION 104-60.1.1(C) TO PROVIDE FOR A PERFORMANCE SECURITY OPTION WHEN PLATTING PRIOR TO INFRASTRUCTURE COMPLETION; AMENDING APPENDIX A - DEFINITIONS TO PROVIDE FOR THE DEFINITIONS OF "RECEIVING PARCEL", "SENDING PARCEL", "TRANSFeree" AND "TRANSFEROR"; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin adopted Ordinance 10-19 in December of 2010, replacing the City of Dunedin Uniform Development Code in its entirety with the City of Dunedin Land Development Code; and

WHEREAS, upon adoption of the Land Development Code in 2010, the City Commission determined a reevaluation of the Design Review process requiring City Commission review of certain development projects would be necessary after several years of implementation; and

WHEREAS, City staff has conducted exit interviews with developers who have utilized the Design Review process and has recommended revisions to the approval process and criteria, which includes combining the Preliminary Concept Review and Final Design Review applications, utilizing performance-based design standards for the Design Review approval criteria, further specifying rezoning approval criteria, establishing a Design Review exemption for accessory buildings, eliminating the citizen participation requirement when proposed residential development is adjacent to existing residential development, revising the applicability of the Design Review process for certain project types, clarifying Traffic Impact Analysis requirements, allowing the City Commission to waive its second public hearing in the Design Review process, amending criteria for changes to Design Review plans and existing site plans, eliminating the Staff Level Design Review and City Commission call-up procedure, allowing for a Performance Security Option to be utilized by developers for Plat approval prior to Infrastructure approval, and providing for the definitions of "Receiving Parcel", "Sending Parcel", "Transferee", and "Transferor"; and

WHEREAS, suggested revisions to the Land Development Code are significant enough to amend Chapter 104, Procedures, of the Land Development Code in its entirety; and

WHEREAS, the Local Planning Agency of the City of Dunedin has considered the revisions to the text of the Land Development Code and has recommended the changes are necessary; and

WHEREAS, the recommendations of City staff and the Local Planning Agency have been found by the City Commission to be meritorious; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Chapter 104 of the Code of Ordinances of the City of Dunedin is amended in its entirety to read as follows:

See Exhibit "A" attached hereto

Section 2. That Appendix A – Definitions of the Land Development Code is hereby amended to alphabetically incorporate the following terms and definitions:

Receiving Parcel: means a parcel of land that is the subject of a transfer of development rights, where the owner of the parcel is receiving development

rights, directly or by intermediate transfers, from a sending parcel, and on which increased density and/or intensity is allowed by reason of the transfer of development rights;

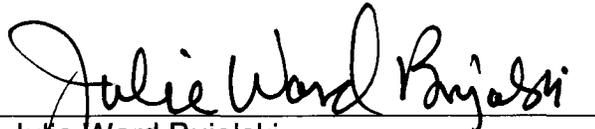
Sending Parcel: means a parcel of land that is the subject of a transfer of development rights, where the owner of the parcel is conveying development rights of the parcel, and on which those rights so conveyed are extinguished and may not be used by reason of the transfer of development rights; and

Transferee: means the person or legal entity, including a person or legal entity that owns the receiving parcel that purchases the development rights.

Transferor: means the landowner of a sending parcel in a transfer of development rights.

Section 3. That this Ordinance shall become effective upon final passage and adoption, and only if Ordinances 15-31 and 15-32 are adopted as well.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: December 03, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

Chapter 104 - PROCEDURES

104-1 - PURPOSE

The purpose of this chapter is to consolidate the procedures for filing and processing applications for development approval. The format is designed to allow users to quickly and efficiently ascertain the various steps involved in obtaining development approval—from the initiation and filing of an application, the administrative completeness review, the review for compliance with substantive standards, through the public hearings or administrative approval.

- Division 1: General
- Division 2: Development Approvals Requiring Quasi-Judicial Public Hearings
- Division 3: Development Approvals Requiring Legislative Public Hearings
- Division 4: Staff Level Development Approvals
- Division 5: Infrastructure
- Division 6: Platting
- Division 7: Enforcement, Violations, Revocations and Penalties

The provisions of this chapter are designed to implement the comprehensive plan elements (i.e., support services, transportation, conservation and coastal management, housing, future land use, intergovernmental coordination, recreation and open space, capital improvements and public school facilities).

DIVISION 1: - GENERAL

104-10 - PROCEDURAL REQUIREMENTS

104-10.1 - Generally

No development or development activity is permitted unless all applicable development approvals are issued in accordance with this chapter. Development approvals are required for all development, unless otherwise stated, to ensure compliance with the various adopted codes, standards, and laws, and to ensure consistency with the comprehensive plan and policies of the city. This division describes procedural elements common to all applications. The specific procedures followed in reviewing various applications for development approval differ. Reference shall be made to the appropriate section in this chapter, which addresses the procedures and requirement of a particular application. Generally, the procedures for all applications have five common elements:

- A) Submittal of a complete application, including required fee payments and appropriate information and studies;
- B) Review of the submittal by appropriate staff, agencies, and boards;
 - Step 1 - Design Review (see § 104-24.6)
 - Step 2 - Concurrency Review (see Chapter 106 - Concurrency)
 - Step 3 - Infrastructure/Site Construction Plan Review (see § 104-50)
 - Step 4 - Infrastructure/Site Construction Permit Issuance
 - Step 5 - Building Permit(s) for Vertical Construction
 - Step 6 - Infrastructure/Site Construction Final Inspection and Approval (see § 104-50)
 - Step 7 - Platting Procedures (see § 104-60)

Step 8 - Recording of Plat (see § 104-60)

- C) A decision to approve, approve with conditions, or deny
- D) If necessary, amending the decision; and
- E) Recording the decision.

104-10.2 - Usual Flow of Most Development Approvals

This section describes the flow of procedural elements for most development approvals. Each section relating to development approval procedure provides the following information unless otherwise noted:

- A) **Initiation:** This describes how the application for the development approval is filed.
- B) **Pre-application conference:** This describes the procedure for discussions with appropriate staff as to requirements for application submittal and compliance with the Land Development Code (LDC).
- C) **Completeness review:** This describes the process for determining whether sufficient information has been submitted in order to process an application, which includes the required fee payment and appropriate information. A determination that an application is complete or incomplete does not constitute a determination as to whether the application complies with the standards for approval of the application. An application must be determined complete before the next action can be taken.
- D) **Decision:** This describes the procedures for review of the submittal by appropriate staff, agencies, and boards, and for reaching a determination as to whether the application for development approval is approved, denied, or approved with conditions.
- E) **Approval criteria:** This lists the criteria for approval of the particular application. These criteria supplement and do not displace any other criteria required by this chapter for approval of the application.
- F) **Subsequent applications:** This provides time periods for processing of renewal applications.
- G) **Scope of approval:** This indicates the rights that an applicant obtains from approval or conditional approval of an application, what actions the development approval authorizes, and the time period for exercising rights under the order or development approval.
- H) **Recording procedures:** This describes how the decision on the application is recorded or filed in the public records.

104-11 - CATEGORIES OF DEVELOPMENT APPROVALS

There are three basic categories of development approvals pursuant to this chapter, defined in § 104-11.1 *Quasi-judicial Development Approval*, § 104-11.2 *Legislative Development Approvals*, and § 104-11.3 *Staff Level Development Approvals*.

104-11.1 - Quasi-judicial Development Approval

A quasi-judicial development approval involves the application of code standards or a discretionary standard required by this chapter to the specific facts of the application. It requires a public hearing.

Procedural due process requirements apply as established in § 104-12 Notice Provisions of this chapter. Examples of a quasi-judicial development approval include conditional use permits, variances, rezoning, projects requiring city commission design review, and plats.

104-11.2 - Legislative Development Approvals

Legislative development approvals involve a change in land-use policy. A public hearing is required, but the procedural requirements of a quasi-judicial hearing do not apply. Legislative development approvals include any change in the comprehensive plan, any change to the text of the LDC, annexation, or a development agreement.

104-11.3 - Staff Level Development Approvals

Staff level development approvals involve the application of the standards of the LDC and the Comprehensive Plan to an application by an administrative official or agency. Examples include building permits, certificates of occupancy, administrative adjustments, and written interpretations.

Table 104-1.1 Development Approval Requirements

Procedure	Review and Decision Making Authority			
	Staff	BAA	LPA	CC
Conditional Use Permits	R (DRC)	<DM> Q		
Variances	R	<DM> Q		
Rezoning	R (DRC)		<R> Q	<DM> Q
Determination of Minor Change	R (DRC)			<DM> Q
Vacation of Easement / ROW	R (DRC)			<DM> L
Comprehensive Plan Text Amendments	R		<R> L	<DM> L
Land Use Map Amendments	R		<R> L	<DM> L
Land Development Code Text Amendments	R		<R> L	<DM> L
Annexation	R		<R> L	<DM> L
Development Agreement	R		<R> L	<DM> L

Grading and Land Disturbance	DM	<A>		
Building Permits	DM	<A>		
Certificates of Occupancy	DM	<A>		
Administrative Adjustments	DM	<A>		
Written Interpretations	DM	<A>		
Projects Requiring Design Review	R	<A>		<DM> Q
Plats	R			<DM> Q, L
BAA	Board of Adjustment & Appeal			
LPA	Local Planning Agency			
CC	City Commission			
DRC	Development Review Committee (DRC)			
R	Review body (responsible for review and recommendation)			
DM	Decision-making body (responsible for final decision to approve or deny)			
A	Authority to decide appeals of decision-making body's action			
<>	Public hearing required			
Q	Quasi-judicial public hearing			
L	Legislative public hearing			

104-12 - NOTICE PROVISIONS

104-12.1 - Generally

The notice requirements for each type of application are prescribed in the individual subsections of this chapter and are also subject to the requirements of state statute. The notice requirements for certain

types of public hearings are established in *Table 104-1.2 Notice Requirements*. However, in the event of any inconsistency between the provisions of this section and any state statute, the state statute governs.

104-12.2 - Contents of Notice

The notice shall state the time, date, place of hearing, and a description of the property subject to the application that includes, at a minimum:

- A) The street address, or alternate location information;
- B) The current zoning classification, if any;
- C) The category of development approval requested;
- D) The real property tax assessment roll parcel number;
- E) The location where copies of the development requests can be obtained; and
- F) If appropriate, additional information as required by Florida Statute.

104-12.3 - Action to Be Consistent with Notice

The reviewing body may take any action on the application that is consistent with the notice given, including approval of the application, conditional approval (if applicable) of the application, or denial of the application.

104-12.4 - Minor Application Amendments Not Requiring Re-notification

The planning director may allow minor amendments to an application without re-submittal of the entire application, if such application has not yet been reviewed by the appropriate decision-making authority. Minor amendments need not be referred back to the local planning agency unless deemed necessary by the planning director. For purposes of this section, "minor amendments" are amendments that do not:

- A) Increase the number of dwelling units, floor area, height, impervious surface development, or any additional land-use disturbance;
- B) Introduce different land uses other than that which is requested in the application;
- C) Request larger land area than indicated in the original application;
- D) Request greater variance than that requested in the application;
- E) Allow any diminution in buffer or transition areas, reduction in landscaping, reduction of required yards, or any change in the design characteristics or materials used in construction of the structures; or
- F) Reduce or eliminate conditions attached to a legislative or quasi-judicial development order.

Table 104.1.2 Notice Requirements

Type of Notice	Adoption of the Comprehensive	Amendment to the Adopted Comprehensive	Amendment to the Text of the	Conditional Use Permit /	Land Use Plan Amend	Rezoning	Annexation	Design Review	Development Agreement**	Vacation***	Determination of Minor Site Plan
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	Plan	Plan	Code (City-initiated Ordinance)	Variance	ment						Change ***
<i>Letter of Notice:</i> to abutting property owners, mailed at least 14 days prior to public hearing(s), within specified range of subject property. *	—	—	—	250 ft.	Owner-initiated: 500 ft. City-initiated: 500 ft."	Owner-initiated: 500 ft. City-initiated: 500 ft."	Owner-initiated: 500 ft. City-initiated: 500 ft."	500 ft.	500 ft.	500 ft.	500 ft.
<i>Publication:</i> announcement in an official newspaper of general circulation shall be published on or before specified days prior to public hearing(7 days, 1st hearing 5 days, 2nd hearing	10 days prior to adoption	7 days, 1st hearing 5 days, 2nd hearing	14 days	14 days (LPA) 7 days, 1st hearing 5 days, 2nd hearing	14 days (LPA) 10 days prior to adoption	14 days (LPA) 7 days, 1st hearing 5 days, 2nd hearing Public Referendum†	—	14 days (LPA) 7 days, 1st hearing 7 days, 2nd hearing	once a week for two weeks prior to hearing	—

s).											
Posted Notice: an informational sign shall be posted on the subject property at least 14 days prior to public hearing(s) and reference the subject petition; signage should be maintained and shall not be removed until after public hearing(s).	—	—	—	✓	✓	✓	✓	✓	✓	✓	✓

*Notice shall be sent to neighboring property owners, as listed in the current year's ad valorem tax role and shall contain the time, date, location and substance of the public hearing(s).

**The notice(s) shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, proposed building intensities and building heights and shall specify where a copy of the proposed agreement can be obtained.

***Notification of requested vacation must be sent to specified utility companies, and replies stating no objection must be provided prior to acceptance of application.

☞For such City-initiated development orders, additional notice stating the substance of the proposed ordinance must be given to the affected property owner at least 30 days prior to the date of the public hearing(s).

†For City-initiated annexations: After adoption of the annexation ordinance, a notice of public referendum must be published in an official newspaper of general circulation once a week for two consecutive weeks, and include the date of the proceeding, adopted ordinance number, time and place of the referendum and description of the area proposed for annexation.

✓ = the type of notice prescribed in the first column is required for that category of development order. A "—" indicates that the notice is not required.

DIVISION 2: - DEVELOPMENT APPROVALS REQUIRING QUASI-JUDICIAL PUBLIC HEARINGS

104-20 - QUASI-JUDICIAL PUBLIC HEARINGS

104-20.1 - Generally

This section applies to any application for a conditional use permit, variance, rezoning, design review, plat or any other action pursuant to this chapter that is considered quasi-judicial under state law. In making quasi-judicial decisions, decision-makers must ascertain the existence of facts through common knowledge or competent testimony, hold hearings, weigh evidence, consider the creditability of witnesses and draw conclusions from them as a basis for their official action, and exercise discretion of a judicial nature. In the land-use context, these quasi-judicial decisions involve the application of land-use policies to individual properties, as opposed to legislative decisions which cause the creation of policy. Quasi-judicial decisions involve two key elements:

- A) The finding of facts through competent, substantial evidence, credibility of witnesses, and consideration of common knowledge regarding the specific proposal; and
- B) The exercise of judgment in applying the standards of the ordinance.

Due process requirements for quasi-judicial decisions shall be consistent with state law.

104.20.2 - Applicability

This section applies to any development approval involving a quasi-judicial public hearing.

104-20.3 - Conduct of Hearing

The conduct of a quasi-judicial public hearing regarding any development approval shall be in accordance with the rules, as adopted by resolution of the city commission and in accordance with state law. The board or agency conducting the hearing may establish a time limit for testimony and may limit testimony where it is repetitive.

104-20.4 - Record of Proceedings

The agency conducting the hearing shall record the minutes of the proceedings by any appropriate means as prescribed by rule and consistent with the law.

104-21 - CONDITIONAL USE PERMITS

104-21.1 - Purpose

This section provides for certain uses that, because of unique characteristics or potential impacts on adjacent land uses, may be permitted upon approval by the board of adjustment and appeal in certain zoning districts under appropriate standards and factors set forth in the LDC. Following a determination of approval criteria and conditions by the board of adjustment and appeal, such use may be approved as a conditional use permit. Prior to granting a conditional use permit, the board must be assured of the following:

- A) That the use can be appropriately accommodated on the specific property;
- B) That the use conforms to the comprehensive plan;

- C) That any buildings involved can be constructed and operated in a manner that is compatible with the surrounding land uses and overall character of the community;
- D) That the public interest, health, safety, and general welfare will be observed; and
- E) That all specific standards as found in §104-21.9 *Approval Criteria* are met in their entirety.

No inherent right exists to receive a conditional use permit. Such authorization must be approved under a specific set of circumstances and conditions. Each application and situation is unique. Every conditional use permit shall, at a minimum, be required to comply with every requirement contained in each chapter of the LDC. Mere compliance with the generally applicable requirements, however, may not be sufficient, and additional measures and conditions may be necessary to mitigate the impact of the proposed development and to ensure compatibility with the adjacent properties/neighborhood.

104-21.2 - Applicability

The provisions of this section apply to any application for approval of a conditional use permit. Conditional use permits are those uses that are generally compatible with the land uses permitted by right in a zoning district but that require individual review of their location, design, and configuration, and the imposition of conditions or mitigations in order to ensure the appropriateness of the use at a particular location within a given zoning district. Only those uses that are enumerated as conditional uses in *Chapter 103 - Zoning* shall be authorized by the board of adjustment and appeal.

104-21.3 - Initiation

An owner of real property, or authorized representative, may apply for a conditional use permit for that property by filing an application with the zoning administrator. Current application materials shall be made available utilizing the Development Review Handbook, as provided by the department of planning and development.

104-21.4 - Pre-application Conference

Before any application is filed with the zoning administrator, the applicant shall attend a pre-application meeting with the development review committee (DRC). The purpose of the pre-application meeting is to discuss, in general, the procedures and substantive requirements for the application.

104-21.5 - Completeness Review

No application is complete unless all of the information required by the application is included and all filing fees have been paid. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Such applications shall be filed in advance of any public hearing, neighborhood meeting or public meeting required pursuant to the LDC or state statute.

104-21.6 - Decision

The decision-making authority for a conditional use permit shall be the board of adjustment and appeal. Upon proper notice being provided to the public as outlined in § 104-12 *Notice Provisions*, a public hearing will be held in accordance with the LDC.

104-21.7 - Type of Hearing

The public hearing before the board of adjustment and appeal shall be conducted as a quasi-judicial hearing.

104-21.8 - Conditions

In approving any conditional use permit, the board of adjustment and appeal may impose such reasonable standards, conditions, or requirements, in addition to or that supersede any standard specified in the LDC, as it may deem necessary to protect the public interest and welfare. Such additional standards must have a rational nexus to the request and may include, but need not be limited to:

- A) Availability of adequate public facilities or services (see *Chapter 106 - Concurrency*);
- B) Dedication of land to the public;
- C) Reservation of land;
- D) Creation of restrictive covenants or easements;
- E) Additional setbacks;
- F) Additional yard requirements;
- G) Increased screening or landscaping requirements;
- H) Development phasing;
- I) Standards pertaining to traffic circulation, noise, lighting, hours of operation, protection of environmentally sensitive areas, and similar protective measures;
- J) Provision of sustainable features, solar or other renewable energy source, rain water capture, storage and treatment or other sustainability standards as found within *Division 5 of Chapter 105*;
- K) A performance or completion guarantee—acceptable in form, content, and amount, posted by the applicant to ensure continued compliance with all conditions and requirements as specified in the motion for approval; or
- L) Infrastructure approval, if approval was not granted prior to filing of the application for a conditional use permit.

104-21.9 - Approval Criteria

A conditional use is permitted if it can meet each of the eleven approval criteria listed below. Some criteria may require full infrastructure review by the engineering division. It will be the applicant's choice to either pursue infrastructure approval prior to submitting the conditional use permit application, or delay infrastructure approval until after the hearing and risk an approval with conditions or a denial from the board of adjustment and appeal. Regardless of the action of the board, a conditional use permit is not final and in effect until infrastructure approval is obtained from the engineering division (if applicable). Conditional use permit approval criteria are as follows:

- A) The requested use is compatible with the existing natural environment of the site, with properties in the neighborhood, and projected future development of the area.
- B) There is adequate provision for water supply and for sanitary sewers and sewerage treatment.
- C) There is adequate provision for public facilities, such as schools, parks and utilities within the service areas involved, and the proposed use can be accommodated by existing and/or proposed facilities.

- D) There is adequate provision for traffic circulation, both vehicular and pedestrian, both internal to the use and in the area which will serve the use, and not be detrimental to the traffic circulation of the area.
- E) There are adequate provisions for drainage systems to service the use, with particular attention to the necessity for on-site retention systems to alleviate drainage and pollution problems.
- F) There are adequate setbacks, buffering, or other appropriate control measures to mitigate adverse effects of noise, light, dust, fumes, and other nuisances.
- G) The land area for the proposed use is sufficient, appropriate and adequate for the use and the reasonably anticipated operation and expansion thereof.
- H) The use is compatible with the desired growth and land use patterns reflected in the city land use plan or other planning documents.
- I) The proposed use will comply with all appropriate regulations for the zoning district/land use category in which it is located and the policies of the comprehensive plan that apply to that district/category.
- J) The proposed use will not adversely affect the health, safety, and welfare of the public in the area, and will not be detrimental to the use or development of adjacent properties or of the general neighborhood.
- K) The proposed use will comply with other policies and special standards which are designated elsewhere in the city comprehensive plan and this chapter, which standards and policies will be supplemental to those set forth in this section.

104-21.10 - Subsequent Applications

An application for a conditional use permit may be withdrawn at any time; a signed letter or statement by the applicant shall be required. If the application has been advertised, as required by § 104-12 *Notice Provisions* and state law, an application requesting substantially the same use on all or part of the same described land shall not be reconsidered within one year of withdrawal. No application for a conditional use permit for any lot or parcel that requests substantially the same use and same conditions shall be considered within one year of a final decision denying the application.

104-21.11 - Amendments

Any proposed amendment to a conditional use permit shall be approved in the same manner and under the same procedures as are applicable to the issuance of the original development approval.

104-21.12 - Scope of Approval

Once a conditional use permit is granted, such use may not be enlarged, extended, increased in intensity, or relocated unless the board of adjustment and appeal, in approving the initial development approval, has specifically established specific rights for consideration of future expansion or enlargement. The provisions of *Chapter 108 - Nonconforming Uses/ Vested Rights*, of the LDC, relative to expansion of nonconforming uses, do not supersede this requirement unless the development approval which was initially granted is no longer a use permitted as a right or as a conditional use in the zoning district in which it is located.

104-21.13 - Recording Procedures

Approved conditional use permits shall be maintained in the files of the office of the city clerk. The applicant shall maintain a signed copy of the development approval.

104-22 - VARIANCES

104-22.1 - Purpose

A variance is an exception granted by the board of adjustment and appeal from the requirements of this LDC. The legislative purpose of a variance is to create a procedure to provide relief from the literal terms of this LDC in certain limited circumstances where literal enforcement of the requirements of this LDC would have the unintended effect of denying the applicant reasonable use of the property or the structures on the parcel. Variances cannot be used to either establish or enlarge a use which is not otherwise permitted in the zoning district.

104-22.2 - Applicability

The board of adjustment and appeal may authorize a variance from the provisions of this LDC that comply with the requirements of this section. No nonconforming use of neighboring lands, buildings, or other structures, legal or illegal, in the same district, and no permitted use of lands, buildings, or other structures in adjacent districts, shall be considered as grounds for issuance of a variance permitting similar uses.

104-22.3 - Initiation

A variance application shall be filed with the zoning administrator. The application shall state fully the special conditions and circumstances applying to the building or other structure or land for which such variance is sought.

104-22.4 - Pre-application Conference

Before any application is filed, the applicant shall attend a pre-application meeting with the zoning administrator, or designee. The purpose of the pre-application meeting is to discuss, in general, the procedures and substantive requirements for the variance application.

104-22.5 - Completeness Review

No application is complete unless all of the information required by the application is included and all filing fees have been paid. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the planning & development department. Such applications shall be filed in advance of any public hearing, neighborhood meeting or public meeting required pursuant to the LDC or state statute.

104-22.6 - Decision

The board of adjustment and appeal shall hold a quasi-judicial public hearing. Notice shall be provided as set forth § 104-12 Notice Provisions and as required by state law. The zoning administrator

shall submit a report to the board of adjustment and appeal based on the criteria required by this section. The board of adjustment and appeal shall render a decision to deny, approve, or approve with conditions the variance after considering the evidence presented at this hearing.

104-22.7 - Approval Criteria

The board of adjustment and appeal shall not approve a variance unless it finds that special circumstances or conditions exist that are unique to the land, buildings, or other structures for which the variance is sought and do not apply generally to lands, buildings, or other structures in the same district. Special circumstances or conditions to be considered for variances shall include, but not be limited to, the circumstances described in § 104-22.7.1 through § 104-22.7.7 of the LDC.

104-22.7.1 - Uniqueness

The need for the requested variance arises out of the physical surroundings, shape, topographical conditions, or other physical or environmental conditions that are unique to the specific property involved, and which do not apply generally to property located in the same zoning district.

104-22.7.2 - Tree Preservation

Preservation of a protected tree(s) or native tree(s), but not an invasive tree(s), as defined in § 105-42 *Landscaping* and § 105-43 *Trees* of the LDC, may be considered as a relevant environmental condition under this subsection.

104-22.7.3 - Historic Property

A property which meets all of the criteria in order to be listed in the National Register of Historic Places, but is not necessarily listed on the register, may be considered unique for the purposes of granting a variance.

104-22.7.4 - Self-Imposed Circumstances

Conditions or special circumstances peculiar to the property must not have been self-created or have resulted from an action by the applicant, or with prior knowledge or approval of the applicant. Specifically, no variance may be granted arising from the illegal construction of a structure or an illegal use of the premises which would have otherwise required a building permit or other specific approval to be issued, and which construction or which use was commenced unlawfully. Under such conditions, the property owner shall have no legal right to apply for a variance and the board will have no legal right to grant such a variance.

104-22.7.5 - Minimum Variance

The requested variance is the minimum variance that will make possible the reasonable use of the property.

104-22.7.6 - Special Privilege

Granting the variance will not confer any special privilege that is not allowed for other lands, buildings or structures in the same zoning district; no variance will be granted that extends to the applicant a use of property that is not commonly enjoyed by other persons in similar circumstances.

104-22.7.7 - Surrounding Property

Granting the variance will not substantially interfere with, or injure the rights of others whose property would be affected by approval of the variance, alter the essential character of the neighborhood, or create a nuisance.

104-22.8 - Subsequent Applications

An application for a variance may be withdrawn at any time; a signed letter or statement by the applicant shall be required. If the application has been advertised, as required by § 104-12 *Notice Provisions* and state law, an application requesting substantially the same variance on all or part of the same described land shall not be reconsidered within one year of withdrawal. No application for a variance for any lot or parcel that requests the same variance and same conditions shall be considered within one year of a final decision denying the application.

104-22.9 - Amendments

Any proposed amendment to a variance shall be approved in the same manner and under the same procedures as are applicable to the issuance of the original development approval.

104-22.10 - Scope of Approval

Once a variance is granted, it may not be enlarged, extended, increased in intensity, or relocated unless the board of adjustment and appeal, in approving the initial development approval, has specifically established alternative procedures for consideration of future expansion or enlargement.

104-22.11 - Recording Procedures

Approved variances shall be maintained in the files of the office of the city clerk. The applicant shall maintain a signed copy of the development approval.

104-23 - REZONINGS

104-23.1 - Purpose

This section provides uniform procedures for rezoning requests to the city commission whenever the public necessity, convenience, general welfare, or good planning practice shall be considered. A rezoning of a property is proposed when the current zoning does not permit a desired use at a certain location. Requests for rezoning shall be discussed in terms of their effect on the purpose and intent of the

comprehensive plan and the LDC, as well as their effect on the general health, safety, and welfare of the city. A rezoning hearing may be held in conjunction with other development approvals.

104-23.2 - Applicability

The provisions of this section apply to any application to reclassify a tract, parcel, or land area from one zoning district to another.

104-23.3 - Initiation

All applications for changes in the zoning district classification of property (referred to as a "rezoning") shall be filed with the zoning administrator. A proposed rezoning may be initiated by:

- A) The city; or
- B) An application properly signed and filed by the owner or, with the owner's specific written consent, a contract purchaser or owner's agent.

104-23.4 - Pre-Application Conference

Before any rezoning application is filed with the zoning administrator, the applicant shall attend a pre-application meeting with the development review committee. The purpose of the pre-application meeting is to discuss, in general, the procedures and substantive requirements for the rezoning application.

104-23.5 - Completeness Review

No application is complete unless all of the information required by the application is included and all filing fees have been paid. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the planning & development department. Such applications shall be filed in advance of any public hearing, neighborhood meeting or public meeting required pursuant to the LDC or state statute.

104-23.6 - Review and Decision

Upon certification by the zoning administrator that the application is complete and required fees have been paid, the application shall be deemed complete and referred to the local planning agency (LPA) for its review and recommendation before being read and subsequently adopted or denied by the city commission.

104-23.10 - Type of Hearing

The public hearings before the local planning agency and city commission shall be conducted as quasi-judicial public hearings. The rezoning of a property shall be enacted by ordinance, and shall follow the procedures for adoption required by 166.041 F.S.

104-23.11 - Local Planning Agency

The local planning agency shall hold at least one public hearing on such application, and as a result thereof shall transmit its recommendation to the city commission. If the local planning agency fails to make a recommendation, the application for rezoning shall be automatically transmitted to the city commission to be heard at a regularly scheduling public hearing without the recommendation of the local planning agency. All applications for a change in zoning that have been considered by the local planning agency shall be presented by the applicant to the city commission within six months from the date of the local planning agency's final recommendation.

104-23.12 - City Commission

After receipt of the recommendation by the local planning agency, the city commission shall conduct a first reading of the zoning ordinance. If approved on first reading, a second reading or adoption reading shall be held in accordance with the procedures for adoption required by 166.041 F.S.

104-23.13 - Approval Criteria

(A) Recommendations and decisions on zoning map amendments shall be based on consideration of all of the following criteria:

1. Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend, or fact.
2. Whether the proposed amendment is consistent with the Comprehensive Plan's stated goals, policies and objectives.
3. Whether the proposed amendment will protect the health, safety, morals, or general welfare of the public.
4. Whether the City and other service providers will be able to provide sufficient public safety, transportation and utility facilities, and services to the subject property, while maintaining sufficient levels of service to existing development.
5. Whether the proposed rezoning will have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, vegetation and trees.
6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject property.
7. The suitability of the subject property for the existing zoning classification and proposed zoning classification.

104-23.14 - Subsequent Applications

104-23.14.1 - Applicability

The provisions of this subsection do not apply to any application for a rezoning that is initiated by the city.

104-23.14.2 - Withdrawal

No rezoning application shall be received or filed with the city if, during the previous twelve months, an application was received or filed and withdrawn after a full, fair, complete, and final hearing occurred on the rezoning before the city commission.

104-23.14.3 - Denial of Rezoning

No application for rezoning shall be received or filed with the city within one year after the city commission has denied an application for rezoning of the same property.

104-23.14.4 - Amendments

Any subsequent rezoning requires a new application and shall be processed as set forth in § 104-23.2 *Applicability* through § 104-23.14 *Subsequent Applications* of this chapter.

104-23.15 - Scope of Approval

A rezoning does not authorize the development of land. It only authorizes the applicant to apply for other necessary development approvals.

104-23.16 - Recording Procedures

The zoning administrator shall refer to the ordinance as a record of the current zoning status until such time as the official zoning atlas can be changed. The ordinance shall be recorded in the county records by the city clerk.

104-24 - PROJECTS REQUIRING CITY COMMISSION DESIGN REVIEW

104-24.1 - Purpose

Design review is a process that expands on the City's traditional site plan approval procedure by requiring not only a site plan, but also the addition of architectural renderings and a green space plan. When required by § 104-24.4 *Applicability*, a proposed development or redevelopment project shall be subject to the design review process and approval by the city commission. No application may be considered without all requirements of this section having been met. The purpose of the design review process is to determine the general reasonableness of the project and, while adequate information is required to make this determination, more detailed engineering submittals will still be required for infrastructure site plan approval. This process is designed to support the form-based codes established in *Chapter 103* by managing the spatial relationships of buildings, streets and public spaces.

104-24.2 - Generally

The design review process generally requires submittals by the applicant and subsequent steps of approval by the various departments and boards of the city. The recommendation by staff or that of any board or agency does not constitute affirmative conduct by the city. For such projects requiring city commission review, the design review approval shall be granted by the city commission only, and until that approval is granted, representation by persons not having final decision making authority does not guarantee or constitute design review approval.

104-24.3 - Initiation

If design review is required in accordance with § 104-24.4 *Applicability* of this chapter, a design review application, a citizen participation plan (see § 104-24.7.2) shall be submitted to the planning & development department. If the proposed development or development activity is not subject to design review, the applicant shall proceed to infrastructure review followed by vertical building permits.

104-24.4 - Applicability

The design review process is required for any of the project types listed below:

- A) Any commercial or institutional project greater than or equal to six thousand (6,000) square feet located in the following zoning districts:
 - 1. Tourist Facility "TF"
 - 2. Downtown Core "DC"
 - 3. Form-based Medium "FX-M"
 - 4. Form-based High "FX-H"
- B) Any residential construction project consisting of five (5) or more units.

104-24.6 - Citizen Participation Plan

104-24.6.1 - Purpose

The purpose of citizen participation is to:

- Encourage applicants to pursue early and effective communication with the affected public in conjunction with applications, giving the applicant an opportunity to understand and attempt to mitigate any adverse impact of the proposed project on the adjoining community and to educate and inform the public;
- Provide citizens and property owners of affected areas with an opportunity to learn about applications and to work with applicants to resolve concerns at an early stage of the process; and
- Facilitate ongoing communication between the applicants, and interested citizens.

104-24.6.2 - Applicability

Citizen review is mandatory for any commercial or institutional project abutting any residentially zoned property.

104-24.6.3 - Recommended Procedures for the Citizen Participation Plan

104-24.6.3.1 - Meetings

The applicant shall hold at least one meeting with surrounding neighborhoods. Ideally, the meeting should be held before the LPA public hearing, but not later than the first City Commission public hearing.

104-24.6.3.2 - Affected Neighborhood Area

The affected neighborhood area shall include property owners and/or neighborhood associations within the public hearing notice area required by state statute and the LDC (see § 104-12 *Notice Provisions* of this chapter). Mailed notices to the affected neighborhood area shall include general information about the project and its location, in addition to the date, time, and location where the neighborhood meeting for citizen participation will take place.

104-24.6.3.3 - Report on Implementation of Citizen Participation

The applicant shall provide a written report on the results of his/her citizen participation efforts with the filing of the final design review application. The report shall be forwarded to the reviewing agencies. At a minimum, the citizen participation report shall include details of techniques the applicant used to involve the public, including:

- A) Invitation content, dates mailed, list of addresses noticed, and copy of any other meeting notices or publications;
- B) Attendance sheet providing the name, address, and contact information of all those participating; and
- C) A summary of concerns, issues, and problems expressed during the meeting(s), and how the application will address or is unable to address such concerns, issues, or problems.

104-24.7 - Design Review

104-24.7.1 - Pre-Application Conference

Prior to the submission of any formal application, the owner or authorized agent shall contact the city project coordinator and schedule an appointment to attend a development review committee meeting in order to become familiar with the requirements of the regulations of this chapter, the city's comprehensive plan, and other applicable requirements and regulations affecting the project which requires the design review process. This meeting establishes among other things, the compatibility of the proposed development to the surrounding area and the natural environment; conformity to the regulations of this chapter and the comprehensive plan; the health, safety and welfare of city residents; adequacy of existing facilities to serve the development; and the identification of procedural guidelines. Appropriate city departments will, without prejudice to the city, review the project during the pre-application conference meeting and advise the owner or authorized representative of the extent to which the development proposal conforms to appropriate regulations, requirements and policies, and will identify possible modifications necessary to secure compliance. The owner or authorized representative shall not in any way interpret the remarks or statements, expressed or implied, of the city departments or employees as being binding upon the city. The owner (and designated representatives) shall attend this meeting; however, the owner, the owner's engineer and/or architect are also welcome. Appropriate city staff shall also attend.

104-24.7.2 - Completeness Review

No application is complete unless all of the information required by the application, and as listed in § 104-24.6.3 *Content*, § 104-24.6.4 *Architectural Renderings*, § 104-24.6.5 *Greenspace Plan*, and § 104-24.6.6 *Traffic Impact Analysis*, is included and all filing fees have been paid. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the planning & development

department. Such applications shall be filed in advance of any public hearing, neighborhood meeting or public meeting required pursuant to the LDC and state statute.

104-24.7.3 - Site Plans

The applicant shall submit the appropriate number of plans, as determined by the planning & development department, and may be required to provide an electronic copy. Site plans shall contain at least the following information, as appropriate:

- A) Property size, including dimensions.
- B) Building size by square footage of use.
- C) Percentage of lot covered by the building footprint, and impervious surface ratio.
- D) Setbacks and existing easements
- E) Number of parking spaces per use, required and provided.
- F) Vicinity map, date, north arrow, and scale.
- G) Street access to site, including width of proposed driveways, proposed pavement material(s), street names, intersections, ultimate right-of-way dimensions, sidewalks, and traffic circulation.
- H) Location of trash enclosures.
- I) Location of proposed stormwater facilities / retention areas, outfall connection(s), and a drainage narrative explaining the design intent.
- J) Availability of utilities including proposed project connections to existing utilities.
- K) Proposed easements, and / or any existing easements intended to be vacated.
- L) The plan submittal must contain the following acknowledgment statement, signed and dated by the applicant / developer / owner:

"The site plan, architectural renderings, and green space plan presented in the Design Review process are conceptual in nature and may need to be modified to satisfy the technical requirement of infrastructure and vertical building permit approvals."

- ↳ M) Additional information as may be required by city staff in order to conduct a substantive review

104-24.7.4 - Architectural Renderings

The applicant shall submit the appropriate number of color renderings of all proposed buildings, as determined by the planning & development department, and may be required to provide an electronic copy of all renderings. Renderings shall adhere to the following guidelines, or include the following items:

- A) Height of all proposed buildings
- B) Location and screening of all mechanical equipment, including wall-, ground- and roof-mounted (photographs may be substituted for existing buildings)
- C) A depiction of the view from the north, south, east and west, showing surrounding properties of the site
- D) A depiction of the relationship of proposed buildings to existing buildings on adjacent properties
- E) A definitive statement of which one of the ten mandatory architectural styles has been chosen for the project.

- F) Shall be plotted on a scale of not less than 1" = 200'

104-24.7.5 - Greenspace Plan

The applicant shall submit the appropriate number of greenspace plans, as determined by the planning & development department, and may be required to provide an electronic copy of all greenspace plans. The greenspace plan should include the following items:

- A) General plant palette, quantities, size and spacing
- B) Total amount of open space
- C) Percentage of site landscaped
- D) Percentage of parking area landscaped
- E) Width of perimeter landscape buffers

104-24.7.6 - Traffic Impact Analysis

- A) A Traffic Impact Analysis is required for every design review project and shall include at least the following:
 - 1) Existing and proposed daily trip counts
 - 2) Existing and proposed peak hour trip counts
 - 3) An analysis of the existing roadway Level of Service (LOS) and the impact of the project on the same.

104-24.7.7 - Further Information Requests

After the development review committee (DRC) accepts a development application as complete, the zoning administrator or the reviewing authority may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application, if such would be required by the reviewing authority to render a final determination on the merits.

104-24.7.8 - Review and Decision

- (A) DRC staff will recommend approval, approval with conditions, or denial to the Local Planning Agency (LPA).
- (B) Design Review is made up of three public hearings. The first public hearing will be at a scheduled meeting of the LPA. The LPA will recommend approval, approval with conditions, or denial to the city commission. The second public hearing will be at a regularly scheduled meeting of the city commission. The city commission will approve, approve with conditions, or deny the application. If the application is approved with or without conditions and no changes are required, the city commission may waive the third public hearing.

- (C) If the third public hearing is required, it will be at a scheduled meeting of the City Commission. The City Commission will decide on the approval, approval with conditions, or denial of the design review application.

104-24.7.9 - Approval Criteria

In its review of an application for design review, the local planning agency and subsequently the city commission shall consider the requirements in Chapter 105 – Development Standards, Division 2 – Design Review Standards.

104-24.8 – Modifications to Approved Design Review Submittals During Infrastructure and Building Permit Approval

The site plan, architectural renderings, and green space plan presented in the Design Review process are conceptual in nature and may need to be modified to satisfy the technical requirements of infrastructure and vertical building permit approvals. Modifications to a previously approved design review submittal shall be classified as either a minor or major revision. Minor modifications may be administratively approved by the appropriate members of the Development Review Committee and will not be subject to review by the local planning agency or city commission. Major modifications will require local planning agency and city commission approval.

104-24.8.1 - Minor Modifications

Minor modifications to an approved design review application include a shift in on-site location and change in size, shape, intensity, or configuration of less than ten (10%) percent; or a ten (10%) percent or less increase or decrease in either impervious surface or floor area over what was originally approved. Minor modifications may be approved provided that they comply with all of the following criteria:

- A) No previous minor modification has been granted pursuant to this section;
- B) There will be no detrimental impact on any adjacent property caused by significant change in the appearance or use of the property or any other contributing factor;
- C) Nothing in the currently valid design review approval limits such expansion or enlargement; and
- D) The modification conforms to the LDC and is in keeping with intent of the adopted comprehensive plan.

104-24.8.2 - Major Modifications

All other revisions shall be classified as major modifications, and shall be processed in the same manner as the initial submittal of the design review process.

104-24.9 - Scope of Approval

The design review approval authorizes the applicant to proceed to the infrastructure approval phase of the development process.

104-24.10 - Recording Procedures

Approved design review submittals shall be maintained in the files of the office of the city clerk. The applicant shall maintain a signed copy of the development approvals.

104-24.11 - Parkland Dedication

When required, see § 104-26

104-24.12 - Platting

When required, see § 104-60

104-25 - DETERMINATION OF MINOR CHANGE TO EXISTING INFRASTRUCTURE APPROVED SITE PLANS

104-25.1 - Purpose

A property owner may request a minor change to an approved infrastructure site plan..

104-25.2 - Applicability

The provisions of this section apply to any application for a minor change to an existing infrastructure approved site plan, which is ten percent (10%) or less than the gross square footage of the development.

104-25.3 - Initiation

All petitions for a minor change to an infrastructure approved existing site plan shall be filed with the zoning administrator. A proposed minor change to an existing site plan may only be initiated by the owner or the designated representative of the eligible development.

104-25.4 - Pre-Application Conference

Before any application is filed with the zoning administrator, the applicant shall attend a pre-application meeting with the development review committee. The purpose of the pre-application meeting is to discuss, in general, the procedures and substantive requirements for the application.

104-25.5 - Completeness Review

No application is complete unless all of the information required by the application is included and all filing fees have been paid. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the planning & development department. Such applications shall be filed in advance of any public hearing, neighborhood meeting or public meeting required pursuant to the LDC or state statute.

104-25.6 - Decision

The decision making authority of a petition for a minor change to an existing infrastructure approved site plan shall be the city commission. The city commission shall approve, approve with conditions, or deny a minor change to an existing site plan.

104-25.7 - Type of Hearing

The public hearing before the city commission shall be conducted as a quasi-judicial public hearing.

104-25.8 - Approval Criteria

In its review of an application for determination of minor change to existing infrastructure approved site plans, the local planning agency and subsequently the city commission shall consider the requirements in Chapter 105 – Development Standards.

104-25.9 - Subsequent Applications

An application for a determination of minor change may be withdrawn at any time; a signed letter or statement by the applicant shall be required. If the application has been advertised, as required by § 104-12 *Notice Provisions* and state law, an application requesting substantially the same change on all or part of the same described land shall not be reconsidered within one year of withdrawal. No application for a determination of minor change for any lot or parcel that requests the same changes shall be considered within one year of a decision denying the application.

104-25.10 - Recording Procedures

A record of the determination of minor change to an existing infrastructure approved site plan shall be kept in the office of the city clerk and shall be attached to the originally approved site plan.

104-26 - DEDICATION OF PARKLANDS

104-26.1 - Purpose

The purpose of this section is to establish a Land Dedication Ordinance (LDO).

104-26.2 - Payment of Fee in Lieu Thereof

In the situations stated in this section, dedication of parklands or payment of a fee in lieu thereof shall be required:

- (A) As a condition of approval of a final plat of a subdivision or of a final site plan of a planned residential development, each subdivider or developer will be required to dedicate land for neighborhood and community park and recreational purposes to serve the immediate and future needs of the residents of the development, or cash contribution in lieu of actual land dedication, or a combination of both, at the option of the city, in accordance with the standards and formula set forth in this section.
- (B) As a condition of the approval of any replat of any subdivision or the modification of any site plan of a planned residential development in cases where the density of the land involved will be increased, the developer or subdivider will be required to dedicate land for park and

recreational purposes or to pay the cash contribution in lieu of such dedication in accordance with the standards and formula set forth in this section in an amount appropriate for the increased density.

- (C) As a condition for the issuance of a Certificate of Occupancy, in cases where five or more residential dwelling units are to be constructed on one lot, parcel or tract of property under a common ownership or common beneficial interest, whether one or multiple building permits are applied for, the developer will be required to dedicate land for park and recreational purposes or to pay the cash contribution in lieu of such dedication in accordance with the standards and formula set forth in this article. In situations in which there is an overall development configuration and pattern or a development activity in phases in which there is a common ownership or common beneficial interest which will result in five residential units or more being built as a result of the full scope of the development activity or phase development, the obligation for the above dedication of park and recreational lands or the payment of the fee in lieu thereof shall occur upon the issuance of a Certificate of Occupancy for any part of the proposed construction activity. In cases of dispute as to the liability of the developer under this section or as to the extent of the development pattern, or at the option of the City, the developer shall be required to file a declaration under oath in affidavit form as to the ultimate development plan and the ownership or beneficial interest in the property in question. In lieu of a formal decision on the plat to be recorded, the subdivider may, at the City's option, convey the required lands to the City by general warranty deed. The developer of a planned residential development shall deed the lands required to be dedicated by general warranty deed. The developer or builder of a project containing five or more residential dwelling units shall deed the lands required to be dedicated by general warranty deed.

104-26.3 - Conditions

In any of the situations stated in subsection § 104-26.2 *Payment of Fee in Lieu Thereof*, the land so dedicated or deeded shall not be subject to any reservations of record, encumbrances of any kind, or easements which in the city's opinion will interfere with the use of the land for park or recreational purposes. Where any reservations, encumbrances or easements exist, the city shall require the payment in lieu of the dedication of the lands unless it chooses to accept the land subject to the encumbrances. If any question exists as to the presence of any reservations, encumbrances or easements, at the city's option the city may require the subdivider or developer to present to the city a title insurance policy on the property to be so dedicated or deeded, reflecting the true state of the title.

104-26.4 - General standards

104-26.4.1 - Density Relation

The ultimate density of the proposed development shall bear directly upon the amount of land required for dedication. The total requirement of park and recreational lands shall be six acres of land per 1,000 of ultimate population in accordance with the following classifications:

Park Facility	Area Per 1,000 Population
Neighborhood park	3 acres
Community park	3 acres

104-26.4.2 - Neighborhood Park

A neighborhood park is intended to serve the recreational needs of the immediate neighborhood and will, whenever possible, be located to serve the development dedicating the lands. A central location which will serve equally the entire development is most desirable. Whenever possible the lands or funds paid in lieu thereof will be used for the direct benefit of the persons occupying the lands requiring the dedication or payment. The appropriate size of a neighborhood park is five to 20 acres. The lands dedicated or fees paid in lieu of dedication to meet the neighborhood park requirement shall be used exclusively for neighborhood park development.

104-26.4.3 - Community Park

A community park is a service area designed to serve a significant proportion of the city and can act as a neighborhood park for the residents in the immediate neighborhood. It is designed to serve the residents of several neighborhood parks making up a community. It is normally accessible by automobile as well as by bicycle and should provide parking space for vehicles. The appropriate minimum size for a community park is normally 20 acres or more. The portion of land or monies paid in lieu thereof required to be dedicated or paid under the above formula for a community park need not be located or expended on lands immediately adjacent to the lands giving rise to the dedication or payment. At the city commission's option, however, the community park portion of the lands to be dedicated or fees to be paid may be employed toward the creation of a neighborhood park if, in the city commission's opinion, this use of the lands or money will better serve the residents of the lands giving rise to the payment.

104-26.5 - Population Formula

The following table of persons per unit is generally indicative of current and short range projected trends in family size for new construction and shall be used in calculating the required dedication of acres of land or the cash contributions in lieu thereof:

Type of Unit	Total Persons per unit (Population Standard)
Single-family residential	3
Multifamily unit, cluster type unit (this category includes all units not considered single-family residential units entirely separated from an adjacent building)	2

It is recognized that persons per unit, age distribution and local conditions change over the years, and the specific formula for the dedication of land, or the payment of fees in lieu thereof, as stated in this section, is subject to periodic review and amendment if necessary.

104-26.6 - Determination of Resident Population

Employing the persons per unit standard set forth in § 104-26.5 *Population Formula*, the resident population of the land to be subdivided or developed shall be determined by multiplying the maximum number of units allowed by the plat or the site plan by the standard of persons per unit. The result will be

the total anticipated population for the land being subdivided and developed and this figure will be multiplied by the constant of .006 to determine the amount of acreage to be dedicated or deeded to the city for recreational and park purposes or to be used to determine the fee to be paid in lieu thereof. This formula is expressed as follows:

$\text{Maximum units} \times \text{persons per unit} \times .006 = \text{amount of acreage to be dedicated}$

104-26.7 - Determination of Land or Fee

The determination of the city commission as to whether land shall be dedicated or whether a fee shall be charged, or a combination thereof, shall be final and conclusive. Whether the city commission accepts land dedication or elects to require payment of a fee in lieu thereof, or a combination of both, shall be determined by consideration of the following:

- (A) The topography, geology, access and location of land in the development available for dedication.
- (B) The size and shape of the subdivision or development, and land available for dedication.
- (C) The feasibility of dedication.
- (D) Availability or previously acquired property.
- (E) Compatibility of dedication with the city's general recreation area plan.
- (F) Desirability of a recreational element of the city's general plan at the specific location of the potential dedication.

104-26.8 - Amount of Fee in Lieu of Land Dedication

Upon a determination by the city commission that a fee shall be charged in lieu of dedication of land, in whole or in part, the fee in lieu of land shall be based on the fair market value of the amount of acreage that otherwise would have been dedicated as park and recreation lands. The method of determining the fair market value of the amount of acreage that otherwise would have been dedicated as park and recreation land shall be established from time to time by resolution of the city commission. Only upland lands (non-submerged land) that otherwise would have been dedicated as park and recreation lands shall be considered in the per acre valuation computation if a fee in lieu of land is chosen by the city commission. Prior to the time for the fee to be paid, the city commission shall determine the present fair market value of the land that would have been required to be dedicated, and such figure shall be used in making any calculation in this section unless the subdivider or developer files a written objection thereto. In the event of any such objection, the developer shall submit an MAT appraisal showing the fair market value of the lands required to be donated and final determination of the fair market value per acre of such land shall be made by the city commission based upon such information submitted by the subdivider or developer and from such other information which may be submitted to the city commission by other sources.

104-26.9 - Credit for Private Recreation Areas

A finding that the standards listed below have been met shall be necessary to allow the credit for 75 percent of the neighborhood park requirement. Where private open space for park and recreational purposes is provided in a proposed development and such space is to be privately owned and maintained

by the future residents of the subdivision, planned residential development or multiunit development, partial credit not to exceed 75 percent may be given against the requirement of land dedication for neighborhood park facilities (total of 2.25 acres/1,000 residents), or payment of fees in lieu thereof, if the City Commission finds that it is in the public interest to do so and if all the following standards are met:

- (A) Easements, setbacks, and buffers required to be maintained by the zoning and building code regulations shall not be included in the computation of such recreational lands. However, green space or hardscape, such as court yards and common areas, designed for human interaction and gathering, are encouraged and shall be counted toward the private credit.
- (B) The private ownership and maintenance of the recreational lands shall be set forth in a recorded covenant and shall be restricted for park, recreational, or gathering purposes, which runs with the land in favor of the future owners of property and which cannot be defeated or eliminated without the consent of the City or its successor.
- (C) The proposed private recreational area is reasonably adaptable for use for park, recreational, or gathering purposes, taking into consideration such factors as size, shape, topography, geology, access and location.

In general, a substitution of private recreational areas will imply a substantially higher degree of improvement in the installation of recreational facilities, including equipment by the developer as part of his/her/their obligation. Detailed plans of such areas, including specifications and facilities to be installed, must be approved by the City before any credit is given for private recreational areas, and the subdivider or developer must guarantee that these private recreation areas will be permanently maintained for such use by the execution of the appropriate legal documents. When an adjustment for private recreational areas is warranted, it will be necessary to compute the total park land dedication that would have been required from the subdivision, planned residential development or multiunit development, and then subtract the credit to be given.

104-26.10 - Time of Dedication or Payment of Fees; Procedure

At the time of a final plat or replat of a subdivision, or a final site plan or amendment of any site plan of a planned residential development, or the development of five or more residential dwelling units, the City Commission shall determine, pursuant to the standards set forth in this article, the land to be dedicated and/or fees to be paid by the subdivider or developer. Upon the issuance of a Certificate of Occupancy, the subdivider or developer shall dedicate the land and/or pay the fees as deemed appropriate by the City Commission. Open space written covenants for private park or recreational facilities shall be submitted to the City and recorded in the Public Records of Pinellas County, Florida, prior to the issuance of a Certificate of Occupancy. At the time of the parkland dedication required by this section, the City Commission shall specify when development of any private recreational facilities may be developed in phases. Failure to develop private recreational facilities in accordance with the schedule approved by the City Commission shall constitute grounds for the withholding of the Certificate of Occupancy until such completion is accomplished or until such guarantee of accomplishment is provided to the City.

104-26.11 - Use of Fees

The cash contributions in lieu of park and recreation land dedication shall be held in trust by the city solely for the acquisition of park and recreation land as classified in this article, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing local park and recreation land which already serves such needs. The neighborhood park portion of the cash contribution shall be used to acquire park lands or improve recreational areas in the general vicinity of the subdivision or development providing such funds, as is reasonably needed or available. The cash contribution for the community park requirement shall be used for the development of community park facilities, to acquire lands, or to improve facilities to ensure the

availability of community parks for the additional residents generated by the subdivision or development giving rise to such contribution. Cash contributions in lieu of park and recreation land dedication shall be expended or obligated to a particular purpose within seven years from the date of receipt. Such funds shall be expended for such purposes within a reasonable time following obligation of those funds.

DIVISION 3: - DEVELOPMENT APPROVALS REQUIRING LEGISLATIVE PUBLIC HEARINGS

104-30 - LEGISLATIVE PUBLIC HEARINGS

104-30.1 - Generally

The purpose of a legislative hearing is to provide the public with an opportunity to be heard consistent with procedures provided by state statute. Unlike quasi-judicial hearings, a legislative proceeding does not require due process protections, such as the right of the parties to offer evidence, cross-examination, sworn testimony, or written findings of fact. Similar to quasi-judicial hearings, legislative hearings are public hearings preceded by notice to interested parties. Public hearings are required for legislative review hearings, such as amendments to a comprehensive plan, amendments to this chapter (including zoning provisions of this chapter and the zoning map), annexations, vacations, and development agreements.

104-30.2 - Applicability

This section applies to any development application involving a legislative public hearing.

104-30.3 - Meetings

The local planning agency shall hold regularly scheduled public hearings to receive and review public input on comprehensive plan amendments, land development code (LDC) amendments and development agreements as required by this chapter. The local planning agency shall recommend that the city commission approve, approve with conditions, or deny such development applications. Other legislative development approvals (i.e. vacations) that do not require local planning agency review will proceed directly to the city commission.

104-30.4 - Conduct of Hearing

Testimony may be presented by the applicant, and any member of the public, but need not be submitted under oath or affirmation. The local planning agency or city commission may establish a time limit for testimony and may limit testimony where it is repetitive.

104-30.5 - Record of Proceedings

The agency conducting the hearing shall record the minutes of the proceedings by any appropriate means as prescribed by rule and consistent with state law.

104-31 - COMPREHENSIVE PLAN AMENDMENTS

104-31.1 - Purpose

This section establishes uniform procedures for the amendment of the comprehensive plan. A comprehensive plan amendment may be authorized if an applicant can prove the site would better serve the city with another use than the one already designated.

104-31.2 - Applicability

This section applies to any amendment to the comprehensive plan.

104-31.3 - Initiation

An application for a comprehensive plan amendment shall be filed with the zoning administrator and shall contain the information set forth in the application. An amendment may be initiated in either of the following situations:

- (A) A property owner or the designated representative may initiate a comprehensive plan amendment to the land use map.
- (B) The city commission, the local planning agency, or the zoning administrator may initiate a request for an amendment to the future land-use maps of the comprehensive plan, or any text amendment as required by state law. Comprehensive plan amendments will follow the procedures set forth in Florida Statutes 163.3184.

104-31.4 - Pre-Application Conference

Before any application is filed, the applicant shall attend a pre-application meeting with the zoning administrator. The purpose of the pre-application meeting is to discuss, in general, the procedures and substantive requirements for the application.

104-31.5 - Completeness Review

No application is complete unless all of the information required by the application is included and all filing fees have been paid. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the planning & development department. Such applications shall be filed in advance of any public hearing, neighborhood meeting or public meeting required pursuant to the LDC or state statute.

104-31.6 - Decision

The local planning agency shall hold a legislative public hearing and shall render its recommendation in accordance with the procedures set forth in § 104-30 *Legislative Public Hearings* of this chapter. The city commission shall hold two public hearings for the adoption of an ordinance and one public hearing for the adoption of a resolution, shall render its decision in accordance with the procedures set forth in § 104-30 *Legislative Public Hearings*, and shall require not less than three affirmative votes of the city commission.

104-31.7 - Approval Criteria

(A) Comprehensive plan amendments may be approved by the City Commission only following a determination that the proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan and that any one of the following criteria has been met

1. There was an error in the original Comprehensive Plan adoption;
2. The City Commission failed to take into account then-existing facts, projections, or trends that were reasonably foreseeable to exist in the future;
3. Events, trends, or facts after adoption of the Comprehensive Plan have changed the City Commission's original findings made upon plan adoption; and/or
4. Events, trends, or facts after adoption of the Comprehensive Plan have changed the character or condition of an area so as to make the proposed amendment necessary.

(B) In addition to the above-listed criteria, any proposed amendment is subject to the following additional review standards:

1. That the amendment is not in conflict with any portion of the goals and policies of the plan.
2. That the amendment constitutes a substantial benefit to the City and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
3. The extent to which the proposed amendment and other amendments in the general area are compatible with the land use goals of the plan and that they avoid creation of isolated uses that will cause incompatible community form and a burden on public services and facilities.
4. That the development pattern contained in the existing plan does not provide adequate and appropriate optional sites for the use or change being proposed in the amendment.
5. That the impact of the amendment, when considered cumulatively with other applications and development in the general area, will not adversely impact the City or a portion of the City by:
 - a. Significantly altering acceptable existing land use patterns;
 - b. Having significant adverse impacts on public services and facilities that are needed to support the current land use and which cannot be mitigated to the maximum extent feasible;
 - c. Adversely impacting environmentally sensitive areas or resources;
or
 - d. Adversely impacting existing uses because of increased traffic on existing systems.
6. That site conditions, including but not limited to topography, utility corridors/easements, drainage patterns, noise, odors, or environmental contamination, would make development under the current plan designation inappropriate.

104-31.8 - Scope of Approval

The approval of an amendment to the comprehensive plan does not authorize the use, occupancy, or development of property. The approval of a comprehensive plan amendment shall allow the applicant to apply for other required development approvals as required by this land development code.

104-31.9 - Recording Procedures

Comprehensive plan amendments will be adopted in accordance with Florida Statute 163.3184.

104-32 - LAND DEVELOPMENT CODE TEXT AMENDMENTS

104-32.1 - Purpose

This section provides uniform procedures for the amendment of the LDC by the city commission whenever the public necessity, convenience, general welfare, or good planning practice so requires.

104-32.2 - Applicability

The provisions of this section apply to any application to revise the text of the LDC.

104-32.3 - Type of Hearing

The public hearings before the local planning agency and city commission shall be conducted as legislative public hearings.

104-32.3.1 - Local Planning Agency

The local planning agency shall hold at least one public hearing on the request, and as a result thereof shall transmit its recommendation to the city commission.

104-32.3.2 - City Commission

After receipt of the recommendation of the local planning agency, by ordinance the city commission shall approve or deny the land development code text amendment.

104-32.4 - Approval Criteria

Recommendations and decisions on Development Code text amendments shall be based on consideration of any or all of the following criteria:

104-32.4.1 - Consistency

An amendment to the land development code text shall be consistent with the adopted comprehensive plan.

104-32.4.2 – Errors, Conditions or Trends

Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend, or fact;

104-32.4.3 - Health, Safety, and Welfare

A land development code text amendment shall bear a substantial relationship to the public health, safety, morals, or general welfare, or protect and preserve historical and cultural places and areas.

104-32.5 - Recording Procedures

Approved land development code amendments shall be maintained in the files of the office of the city clerk.

104-33 - DEVELOPMENT AGREEMENTS

104-33.1 - Purpose

This section promotes and facilitates orderly and planned growth and development through the use of the development agreement process between an applicant and the City of Dunedin. This section:

- (A) Eliminates uncertainty in the development approval process;
- (B) Assures applicants that, upon approval of their project, they may proceed in accordance with existing policies, rules, and regulations;
- (C) Encourages the achievement of growth management goals and objectives, including assurances of adequate public facilities at the time of development, proper timing and sequencing of development, effective capital improvements programming, and appropriate development incentives in accordance with existing policies, rules, and regulations;
- (D) Encourages plan implementation through a more flexible development procedure;
- (E) Provides a mechanism to ensure compatible development and protect neighboring properties; and
- (F) Provides flexibility in development proposals to request site specific standards that are unique to a location to protect the abutting properties or to serve the public.

104-33.2 - Applicability

Development agreements shall be considered under the following procedures: The city commission, in its sole and exclusive discretion, may enter into development agreements with the legal and equitable owners of real property within the city limits as provided in 163 F.S., and as is further set forth under the terms of this article. The entry into a development agreement by the city shall in no way whatsoever limit or modify any legislative power by the city to adopt ordinances, resolutions, regulations or to make executive administrative or legislative decisions of any kind which it had the power to make prior to the entry of such development agreement, except to the degree that the development agreement, by its express terms and not by implication, gives vested rights to the property owner as to certain development permissions, required improvements and similar matters. No development agreement shall, by its express terms or by implication limit the right of the city commission to adopt ordinances, regulations or to adopt policies that are of general application or specific as to the property subject to the development agreement in the city, except as is expressly provided in 163 F.S..

104-33.3 - Criteria for Entering into Development Agreements

The city commission may enter into a development agreement pursuant to this section only if it finds that:

- (A) The development agreement has been duly processed and approved in accordance with the provisions of this section;
- (B) The project to which the development agreement pertains is consistent with the comprehensive plan and capital improvements program, zoning regulations, impact fee regulations, and other applicable requirements; and
- (C) The development subject to the agreement contains outstanding features that advance the policies, goals, and objectives of the comprehensive plan beyond mere conformity, in accordance with the criteria established in the zoning regulations; or the property owner agrees to make contributions of capital improvements for community-related facilities for one or more types of public improvements, which are in excess of the development's proportionate share of the costs of the facilities needed to serve the development and which thereby advances provision of such facilities to serve the community.

104-33.4 - Initiation

A property owner desiring to enter into a development agreement with the city shall make a written request for such development agreement to the city manager and pay the fee as is established by motion of the city commission. Such written request shall identify the lands which are desired to be subject to the development agreement and shall identify all legal and equitable owners having any interest in such property and such ownership interests shall be certified by a title company or an attorney at law licensed to practice in the state. Any partnerships, corporations, joint ventures or other persons with interest in such partnerships, corporations or joint ventures shall be revealed. The written request shall generally describe the development proposal.

104-33.4.1 - City Commission Preliminary Approval

Upon receipt of a request for a development agreement, the city manager shall place the matter on the agenda of the city commission and the city commission shall, in its discretion, determine whether or not it desires the city manager to pursue negotiations with the property owner relative to the entry into a development agreement. If the city commission determines not to proceed with further negotiations or discussions regarding the development agreement, the fee paid by the property owner shall be refunded. If the city commission instructs the city manager to proceed with further negotiations, the fee shall thereafter be nonrefundable regardless of whether or not a development agreement is ultimately executed between the city and the property owner.

104-33.4.2 - Contents of the Application

Upon the city commission determining that it desires to proceed with further negotiations relative to a development agreement, the property owner shall promptly submit a development proposal for the subject property to include the following information:

- (A) Legal description of the lands to include identification of lands or out-parcels to be exempt from the agreement.
- (B) All persons, firms or corporations having a legal or equitable interest in the land.
- (C) The desired duration of the development agreement shall be as determined by the city commission in its legislative discretion, but shall not exceed the maximum time permitted by chapter 163 F.S. In the event that state law does not define the maximum duration of a development agreement, the maximum duration shall be 20 years.
- (D) The development uses desired to be permitted on the land, including population densities and building intensities and heights.

- (E) A description of all existing and proposed public facilities that will serve the land.
- (F) Identification of zoning district modifications or land use plan district amendments that will be required if the proposed development agreement were to be approved.
- (G) The zoning and present land use categories of all abutting property. The complete names and addresses of all property owners abutting or lying within 500 feet of the subject property as currently listed in the county records one week prior to the agreement application.
- (H) A certified property boundary survey prepared by a state registered surveyor no more than 12 months prior to the property owner's written request for the development agreement.
- (I) All environmentally sensitive lands, state department of environmental protection jurisdictional wetlands and lands subject to the regulations of the Southwest Florida Water Management District shall be shown on a survey of the property.
- (J) All existing and proposed utilities and the manner in which existing utilities will be extended to the site and/or expanded for the use of the development, including water, reclaimed water, sewer, gas, electricity, CATV, and other utilities.
- (K) A master drainage plan for the development indicating thereon the existing drainage features and land topography along with and superimposed thereon the proposed drainage features indicating clearly the means by which the final developed land will collect, attenuate and conduct the drainage runoff from the lands developed and tributary thereto.
- (L) The location, type, size and height of fencing, earth berms, retaining walls or screen planting to buffer abutting properties or as is otherwise required by city regulations.
- (M) A grading plan and included therewith the elevation requirements of the National Flood Insurance Program as applicable to the city.
- (N) A landscape plan and existing tree survey.
- (O) Any deed restrictions existing or being imposed upon the lands for development.
- (P) A list of all federal, state and local permit requirements.
- (Q) Private or public parklands required or proposed for parkland impact fee purposes.
- (R) A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how the land dedication code obligation for the project, if any, is to be met. If the land is to be conveyed to the city in discharge of the land dedication code obligation, the development agreement will provide that such conveyance will be by warranty deed and will be accompanied by a title insurance policy (at the expense of the property owner) in an amount not less than the fair market value of the land.
- (S) Any further information that the zoning administrator may require because of the particular nature or location of the development.

104-33.5 - Contents of Development Agreement

104-33.5.1 - Mandatory Provisions

The development agreement shall include, at a minimum, provisions pertaining to the following:

- (A) A legal description of the land subject to the agreement, and the names of its legal and equitable owners.
- (B) The duration of the agreement.
- (C) The development uses permitted on the land, including population densities, and building intensities and height

- (D) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development.
- (E) A description of any reservation or dedication of land for public purposes.
- (F) A description of all development permits approved or needed to be approved for the development of the land
- (G) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations.
- (H) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens.
- (I) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
- (J) The zoning and present land use categories of all abutting property.
- (K) The complete names and addresses of all property owners abutting or lying within 500 feet of the subject property as currently listed in the county records one week prior to the agreement application.
- (L) A copy of the design review plan.
- (M) The city commission may provide for any conditions, terms, restrictions, or other requirements determined to be necessary for the public health, safety or welfare of its citizens and such conditions, terms or restrictions may be more onerous or demanding than those otherwise specifically required by the land development standards then existing in the city and may provide for off-site improvements, screening, buffering, setbacks, building height restrictions, land coverage restrictions and similar types of matters that would not otherwise be required of the development under the existing city ordinances and regulations.
- (N) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the property owner of the necessity of complying with the law governing permitting requirements, conditions, terms or restrictions and that any matter or thing required to be done under existing ordinances of the city shall not be otherwise amended, modified or waived unless such modification, amendment or waiver is expressly provided for in the development agreement with specific reference to the code provision so waived, modified or amended.
- (O) The development agreement shall specifically provide that development permissions will be obtained at the sole cost of the property owner and that, in the event that any development permissions are not received, that no further development of the property shall be allowed until such time as the city commission has reviewed the matter and determined whether or not to terminate the development agreement or to modify it in a manner consistent with the public interest. Under these conditions, action in reliance on the development agreement or expenditures in pursuance of its terms or any rights accruing to the property owner thereunder, shall not vest any development rights in the property owner, nor shall it constitute partial performance entitling the property owner to a continuation of the development agreement.

104-33.6 - Public Hearing Notice Requirements

Notice of the local planning agency public hearing and subsequent city commission hearing shall be provided in the manner required by § 104-12 *Notice Provisions* of this chapter, and specifically provided by Table 104-1.2.

104-33.7 - Decision

104-33.7.1 - Local Planning Agency Recommendation

The local planning agency shall conduct a legislative public hearing and shall make a recommendation to the city commission by the affirmative vote of at least a majority of its voting members, as follows:

- A) That the development agreement be adopted as proposed;
- B) That the development agreement be adopted with modifications, as proposed by the local planning agency;
- C) That the development agreement be denied. Any action taken by the local planning agency shall be by resolution; or
- D) If not reviewed within 60 days, the request shall be forwarded to the city commission for their review.

104-33.7.2 - City Commission Public Hearings

After consideration of the recommendation by the local planning agency, the city commission shall consider the proposed development agreement in the form of an ordinance during two legislative public hearings. The city commission may:

- A) Approve the development agreement;
- B) Approve the development agreement with modifications; or
- C) Reject the development agreement, in whole or in part, and take such further action as it deems to be in the public interest.

104-33.8 - Execution of Development Agreement

All development agreements under this section shall be executed by all persons having legal title or equitable interest in the subject property, including the fee simple owner and any mortgagees, unless the city attorney approves the execution of the development agreement without the necessity of such joinder or subordination on a determination that the substantial interests of the city will not be adversely affected thereby. A development agreement is determined to be a legislative act of the city in the furtherance of its powers to zone and regulate development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lienholders or other persons with a legal or equitable interest in the subject property and the development agreement and the obligations and responsibilities arising thereunder on the property owner shall be superior to the rights of such mortgagees or lienholders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of the development agreement.

104-33.9 - Duration of Development Agreement and Relationship to Comprehensive Plan

The duration of a development agreement shall not exceed 20 years. It may be extended by mutual consent of the city commission and the developer/property owner, subject to a public hearing in accordance with 163.3225 F.S. No development agreement shall be effective or be implemented by the city unless the city's comprehensive plan and plan amendments implementing or related to the agreement are found in compliance by the state land planning agency in accordance with 163.3184 F.S., 163.3187 F.S., or 163.3189 F.S.

104-33.10 - Recording of Agreement

Within 14 days after the city makes a complete execution of a development agreement, the city shall record the agreement with the clerk of the circuit court of Pinellas County. A copy of the recorded development agreement shall be submitted to the state land planning agency within 14 days after the agreement is recorded. A development agreement shall not be effective until it is properly recorded in the public records of the county and until 30 days after having been received by the state land planning agency pursuant to this section. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

104-33.11 - Coordination of Development Agreement Application with Other Discretionary Approvals

It is the intent of this section that the application for a development agreement will be made and be considered simultaneously with the review of other necessary applications, including, but not limited to: rezoning; subdivision and plat approval; annexations, conditional use permits, variances and design reviews. If combined with an application for rezoning; subdivision and plat approval; annexations, conditional use permits, variances and design review projects, the application for a development agreement shall be submitted with said application and shall be processed, to the maximum extent possible, jointly to avoid duplication of hearings and repetition of information. A development agreement is not a substitute for, nor an alternative to, any other required development approval, and the applicant must comply with all other required procedures for development approval.

104-33.12 - Existing and Subsequently Adopted Rules, Regulations, Ordinances, Laws, and Policies

- (A) Unless otherwise provided by the development agreement, rules, regulations, ordinances, laws, general or specific plans, and official policies of the City of Dunedin governing permitted uses, development, density and intensity of use, permitted uses of the land, growth management, adequacy of public facilities, environmental considerations, and governing design, improvement, and construction standards and specifications applicable to the subject property shall be those in force and effect at the time of commencement of the term of the development agreement.
- (B) The adoption of a development agreement, however, shall not prevent the city commission, in subsequent actions applicable to the property or to the city commission in general, from applying such newer, modified rules, regulations, ordinances, laws, general or specific plans, and official policies that do not conflict with those applicable to the property at the time of commencement of the development agreement and that do not prevent the development of the land as set forth in the development agreement. The existence of the development agreement shall not prevent the city commission from denying or conditionally approving any subsequent project development application not expressly addressed in said agreement on the basis of such existing or new rules, regulations, and policies. Changes in regulations or ordinances relative to public safety standards shall be observed regardless of provisions of the development agreement.
- (C) Application, processing and inspection fees, development fees, improvement standards as set forth by the city commission subdivision regulations and construction standards, and specifications that are revised during the term of a development agreement shall apply to the property, provided that:
 - 1. Such fees, standards, and specifications apply to public works within the city;
 - 2. Their application to the subject property is prospective only as to applications for building and other development approvals or approvals of tentative subdivision maps not yet accepted for processing; and
 - 3. Public safety regulations or standards shall be retroactive.
- (D) The ordinances and regulations of the city governing the development of the land at the time of the execution of any development agreement provided for under this article shall continue to govern the

development of the land subject to the development agreement for the duration of the development agreement. At the termination of the duration of the development agreement, all then existing codes shall become applicable to the project regardless of the terms of the development agreement and the development agreement shall be modified accordingly. The application of such laws shall not include any fee structure, including any impact fees, then in existence or thereafter imposed.

- (E) The city may apply ordinances and policies adopted subsequently to the execution of the development agreement to the subject property if they are:
 - 1. Not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities or densities as allowed under the terms of the development agreement.
 - 2. Essential to the public health, safety and welfare.
- (F) All development agreements shall specifically provide that subsequently adopted ordinances and policies of general application in the city, specifically including impact fees and public safety standards shall be applicable to the lands subject to the development agreement and that such modifications are specifically anticipated in the development agreement.

104-33.13 - Subsequently Adopted State and Federal Laws

In the event that state or federal laws or regulations are enacted following approval of a development agreement that prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations, and every such development agreement shall so provide.

104-33.14 - Periodic Review, Termination, or Modification

The city commission shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. For each annual review conducted during years 6 through 10 of a development agreement, the review shall be incorporated into a written report which shall be submitted to the parties to the agreement and the state land planning agency. The state land planning agency shall adopt rules regarding the contents of the report, provided that the report shall be limited to the information sufficient to determine the extent to which the parties are proceeding in good faith to comply with the terms of the development agreement. If the city finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the city.

104-33.15 - Amendment or Cancellation of Agreement

A development agreement may be amended or canceled, in whole or in part, by mutual consent of the parties to the development agreement or their successors in interest. The procedure for amendment or cancellation shall be the same as that for adoption as provided in § 104-33.11 *Existing and Subsequently Adopted Rules, Regulations, Ordinances, Laws, and Policies* of this chapter. Notice of intent to amend or cancel any portion of the development agreement shall be given in the manner provided in § 104-12 *Notice Provisions* of this chapter.

104-33.16 - Annexation

If a development agreement relates to property located outside the incorporated area of the city, the development agreement does not become operative unless annexation proceedings to annex the property to the city are completed within the period of time specified by the development agreement or any extension of such time. Any development agreement relating to such property shall specify a time period within which such property shall be annexed to the city.

104-34 - ANNEXATIONS

104-34.1 - Purpose

This section provides uniform procedures for voluntary annexation requests from residents of unincorporated portions of Pinellas County that are eligible for annexation. Involuntary annexations will follow the procedures in Florida Statutes Chapter 171 (Local Government Boundaries).

104-34.2 - Applicability

The provisions of this section apply to any application involving voluntary annexation procedures.

104-34.3 - Initiation

- (A) All petitions for annexation shall be filed with the zoning administrator.
- (B) A proposed annexation may only be initiated by the owner of the eligible parcel. The applicant and/or the zoning administrator may add petitions for rezoning and land use amendment concurrently with an application for annexation.

104-34.4 - Pre-application Conference

Before any application is filed, the applicant shall attend a pre-application meeting with the zoning administrator. The purpose of the pre-application meeting is to discuss, in general, the procedures and substantive requirements for the application.

104-34.5 - Completeness Review

No application is complete unless all of the information required by the application is included and all filing fees have been paid. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the planning and development department. Such applications shall be filed in advance of any public hearing, neighborhood meeting or public meeting required pursuant to the LDC or state statute.

104-34.6 - Decision

Upon certification by the zoning administrator that the application is complete and required fees have been paid, the application shall be deemed complete and referred to the local planning agency for its review and recommendation.

104-34.7 - Type of Hearing

The city commission shall conduct a legislative public hearing in deciding an application for annexation.

104-34.8 - City Commission

After receipt of the staff and local planning agency recommendation, the city commission shall approve or deny the annexation. If the proposed annexation is inconsistent with the comprehensive plan, an application for an amendment to the comprehensive plan shall be submitted by the applicant. Amendments to the official zoning map and the comprehensive plan due to annexation may be considered concurrently.

104-34.9 - Scope of Approval

An approved annexation does not authorize the development of land. Annexation applications with appropriate zoning and land use designations can be heard concurrently by the city commission.

104-34.10 - Recording Procedures

Annexation involves changing the existing city limit boundaries and so the form of the amending ordinance shall contain a legal description of the land to be annexed. The zoning administrator shall refer to the attested ordinance as a record of the annexation until such time as the zoning and land use maps can be changed.

DIVISION 4: - STAFF LEVEL DEVELOPMENT APPROVALS

104-40 - DEVELOPMENT APPROVAL

104-40.1 - Purpose

The purpose of this section is to prescribe procedures for development approvals that do not require quasi-judicial or legislative notice or a public hearing. A public hearing is not required for development approvals set forth in this section.

104-40.2 - Applicability

A staff level development approval is required for the following types of development approvals:

- (A) Building permits.
- (B) Certificates of occupancy.
- (C) Administrative adjustments.
- (D) Written interpretations.
- (E) Design review projects.

No land shall be disturbed and no building or structure shall be erected, added to, or structurally altered within the city until staff level development approvals have been issued by the engineering and/or planning & development department. All staff level development approvals shall comply with the requirements of the LDC.

104-40.3 - Records

The zoning administrator shall maintain a record of all staff level development orders.

104-41 - BUILDING PERMITS

104-41.1 - Purpose

A building permit is required for the formal approval of building plans by the department of planning & development as meeting the requirements of prescribed codes. It is an authorization to proceed with the construction or reconfiguration of a specific structure at a particular site, in accordance with the approved drawings and specifications.

104-41.2 - Procedures

All building permit activity will be in accordance with the administration and procedures as defined in the Florida Building Code.

104-41.3 - Time Limits for Completion of Construction

104-41.3.1 - Findings

Incomplete construction projects within the city result in adverse impacts on its residents and businesses from the lack of construction activity. These adverse effects can include, but are not limited to attractive nuisance for children and vagrants, accumulation of trash and debris, overgrowth of grass and weeds and perceived sense of blight. It is in the interest of the health, safety, and welfare of the citizens of the city to place a reasonable time limit on the duration of each construction project, to balance the needs of the owner of the project with those of the neighbors and the community, for the safe and peaceful enjoyment of their properties.

104-41.3.2 - Application

A time limit shall apply to all construction, including all additions, alterations, modifications, repairs, and improvements, which require a building permit.

104-41.3.3 - Time Limits for Construction Completion Required

As part of the building permit application, a reasonable valuation must be assigned to the project and approved by the building official. Based on that valuation, a construction time limit, commencing on the date of issuance of the building permit, shall be established in accordance with *Table 104-4.1 Construction Time Limits*.

Table 104-4.1 Construction Time Limits

Estimated Value of Construction	Construction Time Limit(months)*
\$0 to \$50,000	6 months

\$50,001 to \$100,000	9 months
\$100,001 to \$500,000	18 months
Greater than \$500,000	24 months
<i>*Note: Different construction time limits may be established if set forth within a development agreement.</i>	

104-41.3.4 - Landscaping Extension

For landscaping work required by *Chapter 105* of the LDC, the applicant shall have an additional 90 days after the date of final inspection approval of the project to complete all the landscaping requirements.

104-41.3.5 - Extension

Construction time limits may only be extended for the following three reasons:

- (A) In the event a project has not passed a final inspection in the allotted time period pursuant to § 104-41.3.3, the applicant may request, in writing, one six-month (180 day) extension to complete the work for good cause shown arising from circumstances beyond the reasonable control of the applicant, which may be granted at the discretion of the building official. This initial extension is subject to payment of the associated fees, which is listed in *Table 104-4.2 Extension Fees*, and must be made 30 days prior to the expiration of the building permit. This initial extension is subject to an inspection by the building official prior to the expiration of the original permit and may only be granted if the inspection reveals no violations of any fire, safety or property maintenance codes at the project site.
- (B) In the event a project has not passed a final inspection at the expiration of the initial six month (180 day) extension, the applicant may request, in writing, no more than one additional four-month (120 day) extension to complete the work for good cause shown arising from circumstances beyond the reasonable control of the applicant, which may be granted at the discretion of the building official. This additional extension is subject to payment of the associated fees, which is listed in *Table 104-4.2 Extension Fees*, and must be made 30 days prior to the expiration of the building permit. This additional extension is subject to an inspection by the building official prior to the expiration of the initial six month (180-day) extension. The extension can only be granted if the inspection reveals no violations of any fire, safety or property maintenance codes at the project site.
- (C) For single family residential construction projects where the homeowner is acting as the contractor and is lawfully residing in the property, the homeowner may request, in writing, up to two six-month (180 day) extensions, without charge, to complete the work for good cause shown arising from circumstances beyond the reasonable control of the applicant, which one or both may be granted at the discretion of the building official. Both extensions are subject to an inspection by the building official prior to the expiration of the original permit in which it is determined that there exist no violations of any fire, safety or property maintenance codes at the project site, and the extension may only be granted if all of the following conditions apply:
 1. The home is occupied during the full construction period;
 2. The property is kept in a neat and clean condition;

3. Building materials are screened from adjacent properties and public rights of way;
4. There has been demonstrated regular progress towards completion of the construction;
5. There exist no unresolved building code violations at the time the extension is requested.

Table 104-4.2 Extension Fees

Type of Extension	Extensions Fee
Initial six-month (180 day) extension § 104-41.3.5(A)	\$1,000.00
Additional four-month (120 day) extension § 104-41.3.5(B)	\$1,500.00
Homeowner projects, up to two six-month (180 day each) extensions § 104-41.3.5(C)	none

104-41.4 - Construction Completion

For the purpose of this section, construction shall be deemed complete upon the final performance of all construction work, including, but not necessarily limited to, exterior repairs and remodeling, total compliance with all conditions of required of the building permit, and the clearing and cleaning of all construction-related materials and debris from the site. A certificate of occupancy and/or a final inspection and approval of the construction work by the building official or a building inspector shall mark the date of construction completion. Deadlines for the completions of landscaping are set forth in § 104-41.3.4 .

104-41.5 - Incomplete Projects

Incomplete projects shall be taken to the city's code enforcement board and may be subject to a daily fine.

104-42 - CERTIFICATES OF OCCUPANCY

104-42.1 - Purpose

A certificate of occupancy is the authorization issued by the building official, certifying a newly completed (or substantially completed) building meets the required building code, safety and health standards and therefore fit for human habitation.

104-42.2 - Requirement

All uses, including nonconforming uses, shall obtain a certificate of occupancy where required by the Florida Building Code or other applicable national building code, state law, and this LDC. All of the requirements and conditions contained in any development approvals applicable to the property that have not been met at the time of the issuance of the certificate of completion, shall be required to have been met before the issuance of any certificate of occupancy.

104-43 - ADMINISTRATIVE ADJUSTMENTS

104-43.1 - Purpose

This section sets out the required review and approval procedures for administrative adjustments, which are minor deviations from otherwise applicable standards that may be approved jointly by the zoning administrator and the city manager.

104-43.2 - Applicability

The zoning administrator and the city manager shall be authorized to approve the following types of administrative adjustments:

- (A) Alternate parking plans involving a modification of ten percent or less of any of the off-street parking and loading standards in *Chapter 105*;
- (B) Modifications of ten percent (10%) or less of any of the landscaping and buffering standards in *Chapter 105*.

104-43.3 - Initiation

Applications for administrative adjustments shall be submitted to the zoning administrator.

104-43.4 - Completeness Review

The zoning administrator shall review each application for an administrative adjustment.

104-43.5 - Decision

The zoning administrator and the city manager shall approve, approve with conditions or deny the application. Failure of both to agree upon a decision constitutes a denial of the request for administrative adjustment.

104-43.6 - Approval Criteria

In its review of an application for an administrative adjustment, the zoning administrator and the city manager shall consider the criteria as defined in § 104-43.6.1 *Health, Safety and Welfare* § 104-43.6.5 *Other Factors* of this chapter.

104-43.6.1 - Health, Safety, and Welfare

The requested administrative adjustment eliminates an unnecessary inconvenience to the applicant and will have no appreciable adverse impact on the health, safety or general welfare of surrounding property owners or the general public.

104-43.6.2 - Mitigation

Any adverse impacts resulting from the administrative adjustment will be mitigated to the maximum practical extent.

104-43.6.3 - Conditions of Approval

In granting an administrative adjustment, the zoning administrator and the city manager may impose conditions upon the subject property that are necessary to reduce or minimize any potentially adverse impacts on other property in the neighborhood and to carry out the stated purposes of the comprehensive plan and this LDC, and may require a restrictive covenant to run with the land, if deemed necessary.

104-43.6.4 - Decision

The decision of the zoning administrator and the city manager shall be accompanied by written findings of fact specifying the reasons for the decision.

104-43.6.5 - Other Factors

The zoning administrator and the city manager may consider any other factors relevant to an administrative adjustment application under state law.

104-43.7 - Notice of Decision

Within seven (7) working days after a final decision on an administrative adjustment, the zoning administrator shall mail notice of the decision to the applicant and all other parties who have made a written request for notification.

104-43.8 - Appeal of Decision

Appeals of an administrative adjustment shall be taken to the board of adjustment and appeal in accordance with § 109-20.3.1 *Administrative Review*.

104-44 - WRITTEN INTERPRETATIONS

104-44.1 - Purpose

The provisions of this section establish guidelines to follow in clarifying ambiguities that may arise regarding the interpretation of or the application of the city's land development code.

104-44.2 - Authority

Subject to the requirements set forth in this section, the zoning administrator with the concurrence of the city attorney shall render interpretations to any provision of this land development code or any rule or regulation issued pursuant to it.

104-44.3 - Rounding of Numeric Requirements

The application of land development code standards resulting in fractional requirements shall be treated in the manner as listed in § 104-44.3.1 through § 104-44.3.5

104-44.3.1 - Off-Street Parking Spaces

The requirement for a fractional space shall be rounded up to the next whole number, resulting in the provision of one full space.

104-44.3.2 - Setbacks

When checking actual on-site measurements, the zoning administrator and building official shall recognize the inherent difficulty in providing for an exact building location and shall permit minor deviations not exceeding twelve (12) inches as long as it has been demonstrated how the error that caused a minor deviation occurred, as long as the building is not greater in size, and as long as the intent of the land development code is met.

104-44.3.3 - Density or Floor Area

Calculations resulting in a fractional unit greater than .5 shall be rounded up to the next whole number.

104-44.3.4 - Height

When checking actual on-site measurements, the zoning administrator and building official shall recognize the inherent difficulty in providing for an exact building height and shall permit minor deviations not exceeding twelve (12) inches as long as it has been demonstrated how the error that caused a minor deviation occurred, and as long as the intent of the land development code is met.

104-44.3.5 - Plant Materials

Calculations resulting in provision of a fractional plant unit shall be rounded up to the next whole number.

104-44.4 - Submission of Request for Interpretation

An individual requesting an interpretation shall submit a written request to the zoning administrator. The written request shall include, at minimum:

- (A) The name and address of the individual requesting the interpretation, the owner of the property (if different) and any professional or paid consultants advising the applicant with respect to the proposed development.
- (B) Identification of the specific provision to be interpreted.
- (C) The facts on the specific situation giving rise to the request for an interpretation.
- (D) The interpretation claimed by the applicant to be correct.

(E) In the case of a use interpretation, a complete description of the proposed use and a listing of permitted uses in the applicable zoning district which are most similar to the proposed use.

Before rendering an interpretation, the zoning administrator and the city attorney may request such further facts and information as in their judgment is necessary to permit a meaningful interpretation of the provision question.

104-44.5 - Decision

The zoning administrator and the city attorney, within thirty days of receipt of a complete application for a written interpretation shall review and evaluate the application in light of this LDC, the comprehensive plan, and any other relevant documents; and shall render a written interpretation. A copy of this written interpretation shall be provided to the applicant and shall be filed in the official record of zoning interpretations.

104-44.6 - Official Record

An official record of interpretation shall be kept on file in the planning & development department. The record of interpretations shall be available for public inspection in the planning & development department during normal business hours.

104-44.7 - Appeal of Decision

Appeals of an interpretation shall be taken to the board of adjustment and appeal in accordance with § 109-20.3.1 *Administrative Review*.

DIVISION 5: - INFRASTRUCTURE

104-50 - AUTHORITY AND JURISDICTION

Pursuant to the provisions of state statutes and pursuant to any other regulations provided by law, the regulations hereinafter contained in this division shall apply to all developments, whether platted or not platted, hereinafter made, of land within the corporate limits, as now or hereinafter established, of the City of Dunedin.

104-50.1 - Purpose

The purpose of this division is to establish procedures and standards for the development and subdivision of land within the city, in an effort to, among other things, ensure proper legal description, identification, monumentation, and recording of real estate boundaries; ensure the orderly layout and appropriate use of the land consistent with the city's comprehensive plan, zoning ordinances and development compatibility; provide safe, convenient, and economic circulation of vehicular and pedestrian traffic; provide suitable building sites which drain properly and are readily accessible; provide for suitable, amenable, well-planned neighborhoods; ensure the installation of approved proposed improvements; and help conserve and protect the physical and economic resources of the city (and its environs), thereby promoting its public safety, health, and general welfare. The review of site plans and plats are legislative and quasi-judicial in nature allowing the city commission discretion to ensure public health, safety and welfare.

104-51 - REVIEW PROCESS

In general and where applicable, plans for the development of land shall proceed along the following steps in the review process:

Step 1 - Design Review

Step 2 - Concurrency Review (see *Chapter 106 - Concurrency*)

Step 3 - Infrastructure/Site Construction Plan Review (see § 104-50)

Step 4 - Infrastructure/Site Construction Permit Issuance

Step 5 - Building Permit(s) for Vertical Construction

Step 6 - Infrastructure/Site Construction Final Inspection and Approval (see § 104-50)

Step 7 - Platting Procedures (see § 104-60)

Step 8 - Recording of Plat (see § 104-60)

104-52 - CITY STANDARDS AND SPECIFICATIONS

The city shall prepare construction standards and specifications of the facilities to be maintained by or provided by the city, which may be amended from time to time as the city deems appropriate.

104-53 - IMPROVEMENTS

104-53.1 - Streets and Sidewalks

The arrangement, character, width, grade and location of all streets and sidewalks within a development shall be considered in relation to existing or planned streets and sidewalks, to topographical conditions, to public convenience and safety, and in appropriate relation to the proposed uses of the land to be served by such streets and sidewalks, and shall be constructed by the developer in accordance with *Chapter 105*, pertaining to development standards. Streetlights, street signs and traffic regulatory devices shall also be provided in accordance with the standards listed in *Chapter 105*.

104-53.2 - Water and Sewer

Potable water, reclaimed water, and sanitary sewage systems within a development shall be provided in accordance with the standard specification of the city, and as permitted by the regulatory agencies.

104-53.3 - Storm Drainage

Construction of the stormwater collection systems within a development and all other appurtenances and facilities of storm drainage systems, including required detention/retention provisions, and necessary off-site conveyances which may be required, shall be in accordance with *Chapter 78* , pertaining to stormwater and floods.

104-53.4 - Utilities to be Located Underground

All utilities within a development, including power and communications lines, must be located underground. For the purpose of this section, surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, street lighting or signal control cabinets, and other associated equipment in an underground system may be placed aboveground at a location acceptable to the city. The developer is responsible for complying with the requirements of this section and shall make all the necessary arrangements as required by the serving utilities for the installation of such facilities.

104-53.5 - Fees and Charges

Various fees and charges, such as filing fees, review fees, inspection fees, street lighting payments, street sign and traffic control payments, payments in lieu of recreation land dedication, and such other fees and charges, as may be adopted from time to time, are payable to the city as required.

104-53.6 - Inspections

For ALL development, all applicable inspection requirements, including, but not necessarily limited to: applicable fees, maintenance guarantee, engineering certification, record drawings, regulatory agency clearances, and bill of sale for personal property located in right-of-way as described in § 104-55 et seq., will apply.

104-53.7 - Riparian Developments in Flood Hazard Areas

104-53.7.1 - Approvals Required

Approvals are required from regulatory agencies for most riparian developments. Prior to commencing any riparian dredging or landfill activities, plans and specifications for seawalls, canal waterways, dredging and landfill activities, methods of enhancing tidal flows to prevent stagnation of canals, minimizing adverse effects on the local ecosystem, prepared by a professional engineer registered in the state, shall be approved by applicable regulatory agencies and the city engineer.

104-53.7.2 - Canal Waterways

Canal waterways in the tidal zone, created by dredge and fill, shall have a minimum width of 100 feet measured from seawall to seawall. When boathouses, docks, or mooring pilings are to be permitted in such waterways, the plat shall include plat covenants limiting such projections to half the width. Where a finger projection of land is proposed, the minimum width of the waterways shall be as follows:

Finger Length	Minimum Width
Up to 700 feet	100 feet
700 to 1,400 feet	100 feet, plus 15 feet for each 100-foot unit or fraction thereof over 700 feet
Over 1,400 feet	200 feet

The minimum depth of the unobstructed channel shall be five (5) feet below mean sea level North American Vertical Datum (NAVD), 1988.

104-53.7.3 - Seawalls

Seawalls in the tidal zone shall be required on all dredged waterways and constructed in accordance with *Chapter 105*, pertaining to buildings and building regulations.

104-53.7.4 - Dedications

The city may accept the dedication of dredged canal waterways, but maintenance of such canal waterways shall be the responsibility of abutting property owners.

104-53.7.5 - Certifications

All conditions of mandatory permits or authorizations issued by applicable regulatory agencies shall be met and shall be so certified to by the engineer of record prior to the approval of the final plat by the city.

104-53.7.6 - Construction in flood hazard areas

All residential construction in riparian developments shall be in accordance with *Chapter 78*, pertaining to stormwater and floods, and federal regulations relative to flood control.

104-54 - INFRASTRUCTURE/SITE CONSTRUCTION PLANS

104-54.1 - Submittal of Infrastructure/Site Construction Plans

104-54.1.1 - General

For all development requiring infrastructure/site construction review and approval, the engineer of record shall submit to the Engineering office nine (9) sets of the infrastructure/site construction plans of the development, of which two (2) sets shall be certified by a Florida professional engineer, on standard 24-inch by 36-inch sheets with a standard plan scale of 50 feet or less to one inch (20 feet to the inch is the preferred scale). Subject to the condition cited in § *104-54.8* city staff will review the final engineering/construction plans for compliance with the city Code of Ordinances and standards.

104-54.1.2 - Completeness Review

No infrastructure/site construction plan application shall be deemed complete until such time as the applicant has provided all of the information required in § *104-54.2 thru 104-54.6* as well as all applicable requirements included on the engineering section's review checklist. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the engineering office.

104-54.1.3 - Fees

Review fees will be as established by resolution of the city commission. Refer to *Appendix C - Fees* for the charge relating to multiple reviews.

104-54.2 - Final Infrastructure / Site Construction Plans

Details of the required improvements to be constructed in accordance with the Code of Ordinances and standards of the city, the final plans shall include, but not be limited to:

- (A) Name of proposed project or development.
- (B) Date, north point, scale.
- (C) Legal description of property including section, township and range.
- (D) A boundary survey signed by a Florida registered surveyor.
- (E) Names, addresses and phone numbers of owner, surveyor and engineer. If the property involved is owned by a corporation or company, the name and address of its president and secretary shall be shown.
- (F) Sketch or map indicating location of development.
- (G) Dimensions and boundaries of the tract to be developed.
- (H) The location and dimension of existing and proposed property lines, public or private easements, dedicated rights-of-way, street names and watercourses on the tract to be developed and on the land immediately adjoining for a distance of at least 50 feet.
- (I) The location of wooded areas, natural features, marshes or other conditions affecting the proposed site plan and on the land immediately adjoining for a distance of at least 50 feet. If such feature is extensive, i.e., lake, wetland area, the full size of such feature and its relationship to subject site plans shall be shown.
- (J) The approximate distances to, and the elevation, location and dimensions of, the watercourses, streets, sidewalks and other utilities to which connections are proposed to be made to serve the property.
- (K) The identification of the off-site easements or rights-of-way proposed to be utilized or acquired to accommodate the utilities and traffic of the proposed development.
- (L) Proposed lots or parcels with dimensions.
- (M) Locations of proposed buildings, structures, and similar uses showing setbacks and other pertinent information.
- (N) Proposed development schedule, including any phasing.
- (O) A general description of the proposed landscaping of areas, including park or recreation area, planter islands and parking areas. Landscaping shall conform with Division 4 pertaining to landscaping.
- (P) Names, designations or purposes of all proposed streets, service drives, easements, waterways and beaches.
- (Q) Sufficient data to determine readily and reproduce accurately on ground the location and length of every road and service drive. This shall include the radii of all curves.
- (R) All internal dimensions accurate to the nearest foot.
- (S) A tree survey for all areas of the project to be altered from the predevelopment condition.
- (T) Topographic contours of the site, based on a clearly identified established datum (the National Geodetic Vertical Datum (NGVD), 1929 or North American Vertical Datum (NAVD), 1988), with one-foot intervals, extending at least 50 feet beyond the property lines, with elevations noted, with the seasonal high groundwater table in the proposed detention/retention area noted and

any other unique features of the sites effecting the required improvements. (This information shall be provided in plan format)

- (U) Roadway systems, showing width of rights-of-way, widths of pavement, centerline radii, connection to existing streets, curbs and gutters. A tabulation of soil boring sample analysis, taken at intervals not in excess of 500 feet, and other data, when required by the City Engineer. (This information shall be provided in plan and profile format)
- (V) Sidewalks and bicycle path systems, showing widths and locations, generally one foot from property lines, and other data as may be required by the City Engineer for pedestrian traffic. (This information shall be provided in plan format)
- (W) Potable water/fire protection system, showing locations from the property lines on either side of rights-of-way, the size and type of pipe and fittings, the fire hydrants with individual shutoff valves, to be spaced in accordance with city regulations and National Fire Codes. Hydrants shall be supplied from piping not less than six inches in diameter, and the piping connections to existing supply systems shall be shown. Also shown will be the location and sizes of the residential service lines to future individual meter locations, providing for the meter to be installed in the right-of-way clear of sidewalks and driveways. The street-crossing sleeves, and all corporation stops, service lines and curb stops, shall be installed by the developer, with each such tap serving an individual water meter and shall be installed, inspected, flushed, sterilized and hydrostatically pressure-tested when such activities are scheduled for the respective water mains. (This information shall be provided in plan format)
- (X) Reclaimed water system, showing locations, to be generally on the opposite side of the street as the potable waterline where possible and practical, size and type of pipe and fittings and service lines to each individual residency with locking curb stops. The method of pipe identification and color to be in accordance with city standards. (This information shall be provided in plan format)
- (Y) Sanitary sewer system, showing locations to be generally in the street rights-of-way located in the center of one travel lane; the size and type of piping not less than eight inches in diameter in gravity sections, with lateral (individual tap) locations shown with distances measured from downstream manhole noted on the plans, the location of manholes constructed per city standards; the lift station location, if any, showing a dual pump installation, with each pump rated two and one-half times the average daily flow to the station, to be automatically operated alternately, the size and type of force main and the connection of the proposed sanitary system to the existing sanitary system facilities, and other data as may be required by the City Engineer. All manholes, as designated by the City Engineer, which may be subject to inundation, shall be waterproofed by acceptable sealing devices to minimize inflow of stormwater into the sanitary system through the manhole covers. Such sealing devices shall provide for access into the manhole for maintenance without damage to the device. Manholes of the sanitary sewage system shall be located at all deflections of horizontal alignment of the sewer, and in no case may spacing between manholes exceed 300 feet. (This information shall be provided in plan and profile format)
- (Z) If not receiving these utility services from the City of Dunedin, a statement from the servicing utility companies which supply water and/or sewer service indicating that utility service is available for the proposed development.
- (AA) Street lighting system showing the location and types of poles and fixtures and meeting city standards (This information shall be provided in plan format).
- (BB) Seawalls, dredge and fill plans, with notation of regulatory agency requirements, whether in tidal or upland areas, and such other data as may be required by the City Engineer. (This information shall be provided in plan and profile format)
- (CC) Storm drainage system, showing inlets with spacing at the ten-year design storm for the drainage subarea not to exceed 400 feet, junction boxes, culverts, pipe size, type of pipe, inverts, headwalls, detention/retention provisions, and other storm drainage appurtenances and

conveyances, the delineation of the 100-year floodplain, the off-site connection of proposed storm drainage outfall to existing watercourses, the necessary off-site easements required, and such other data as the City Engineer may require in accordance with the city codes and standards. See also *Chapter 78*, pertaining to stormwater regulations. (This information shall be provided in plan and profile format)

(DD) Computations of the storm drainage system, establishing inlet spacing, pipe sizing, inlet/outlet hydrographs of the detention/retention facilities, 100-year flood routing within and through the development, and such other data as the City Engineer may require. See also *chapter 78*, pertaining to stormwater regulations.

(EE) A lot grading plan. Where possible and practical, a lot shall be graded and constructed to its final form in such a manner that normally all surface drainage shall be carried to the street. The grading plan shall show building pad elevations and future finish floor elevations. Adequate swales shall be provided on the lot lines to minimize surface water flows to abutting properties, and lots shall be graded to divert surface water flows away from the structures thereon. All lots are to be brought to final pad elevation before final inspection by the City Engineer. See also *chapter 78*, pertaining to stormwater regulations. (This information shall be provided in plan format)

(FF) A stormwater pollution prevention plan and/or an erosion control plan, as appropriate, is required for new construction activities that will disturb existing soil conditions.

(GG) Typical standard details and drawings for the required improvements of the development.

(HH) Any additional information necessary for the review of the proposed project.

104-54.3 - Parks Division Plan Requirement

A landscape plan shall be provided per § 105-42.4 *Landscape Plan*.

104-54.4 - Engineer of Record Certification on Design

It shall be the responsibility of the engineer of record to ensure that the project design is in strict compliance with the city regulations and any other applicable ordinances and regulations. The engineer shall certify on the city provided form that the design is in compliance with such regulations and ordinances.

104-54.5 - Regulatory Agency Permits

All required regulatory agency permit applications shall be submitted along with the infrastructure/site construction application. One (1) complete copy of each regulatory agency permit application package in addition to the number of copies required to be submitted to the regulatory agency must be submitted and will be retained for city records. Approved regulatory agency permits are required prior to any construction commencing.

104-54.6 - Performance Guarantee

Prior to final approval of the infrastructure/site construction plans, the developer shall submit to engineering a performance guarantee in the form of an irrevocable letter of credit or cash in an amount equal to 100% of the total cost of any work in the right-of-way, based on an estimate provided by the engineer of record and approved by the city engineer.

104-54.7 - Review of Final Construction / Engineering Plans

The final comments on the infrastructure/site construction plans for a development will be forwarded to the engineer of record by the city, after receiving comments from each of the reviewing city divisions/departments as appropriate. Infrastructure/site construction plans having no activity for six (6) months from date of review comments will expire, unless an extension of time is applied for in writing prior to such lapse and granted by the city. One (1) six month extension will be granted. No further extensions will be granted.

104-54.8 - Approval

Absent other conditions for projects on parcels less than one-half acre in size, the city engineer may accept the project engineer of record affirmations and certifications of compliance with all city code requirements as a sufficient basis for approval of site construction plans.

As soon as the infrastructure/site construction plans are ready for approval, the engineering office will notify the engineer of record the plans are approved, subject to the approval of the plat by the city commission if applicable. After plat approval by the city commission, if applicable, the contractor for the developer shall apply for the infrastructure/site construction permit. Infrastructure/site construction permits having no activity for six (6) months from date of approval will expire, unless an extension of time is applied for in writing prior to such lapse and granted by the city. One (1) six month extension will be granted. No further extensions will be granted.

104-55 - INFRASTRUCTURE/SITE FINAL INSPECTION AND APPROVAL

104-55.1 - Permanent Reference Monuments

As a condition of final inspection of a development by the city, when applicable permanent reference monuments installed in accordance with Chapter 177 F.S. at least four in number and no more than 1,400 feet apart, shall be placed at each corner or change in direction on the boundary of the tract so as to provide definite reference points from which may be located any points, lines or lots set forth on the plat. All points of curvature, points of reverse curvature, points of tangency and at least two points in the exterior of each block shall be permanently marked with such monuments. The location of such points as are inaccessible may be established by ties. All monuments so placed shall be of metal not less than three inches in diameter or square or, if smaller, to be encased in a solid block of concrete not less than four inches in diameter or square, having the reference point marked thereon and 24 inches long. The top of the monument shall be set flush with the finished grade at their respective locations. They shall have their position in reference to each other indicated by distances and angles and not less than two of such monuments shall have their location indicated on the plat in relation to the two nearest geodetic monuments. The position of the monuments shall be indicated on the plat by a small square and shall be marked "permanent reference monument" or the initials "P.R.M." to designate the same. Prior to final acceptance of improvements by the city, the city shall cause the site to be inspected to verify the installation of monuments in accordance with the requirements of this section.

104-55.2 - Permanent Control Points

Also, as a condition of the final inspection of a development by the city, when applicable, P.C.P.s (permanent control points) shall be set at the intersection of the centerline of the right-of-way at the intersection of all streets, at "P.C.s," "P.T.s," "P.R.C.s," and "P.C.C.s," and not more than 1,000 feet apart, on tangent between changes of direction, or along the street right-of-way or block lines at each change in direction, and not more than 1,000 feet apart. Prior to final acceptance of improvements by the

city, the city shall cause the site to be inspected to verify the installation of permanent control points in accordance with the requirements of this section.

104-55.3 - Fees and Charges

104-55.3.1 - Streetlight Fees

As a condition of final inspection, the developer shall be required to pay to the city an amount of money that will produce the required monthly charge on an annual basis, if invested at the then current interest rate applicable to final judgments as set by state statutes. If for any reason, no such interest rate has been established in the state statutes, the interest rate shall be set at six percent. An appropriate sum of money shall be required for each lighting pole or other lighting facility and, when paid to the city, shall become the property of the city. Upon such payment, the developer shall have met the requirements for the installation of streetlights or other illumination devices. If the charge assessed by the electric utility provider on a monthly basis for the light poles or other lighting facilities is amended, the fees shall be amended accordingly and such amendment shall take place automatically, upon the amended schedule charge by the electric utility provider being filed with the city.

104-55.3.2 - Street Name, Traffic Control Sign Fees

As a condition of final inspection, the developer shall be required to pay to the city an amount of money to cover all material and labor costs of such signs which will be installed by the city, in accordance with the standards and specifications prescribed in the Manual of Uniform Traffic Control Devices.

104-55.3.3 - Construction Inspection Fees

As a condition of final inspection, the developer shall pay to the city a fee established by commission resolution for the city's cost for field inspections, quality controls, and confirmation of infrastructure construction, which fee shall be payable at the time final inspection of the development is requested. This fee is in addition to the engineering review fee payable to the city at the time the infrastructure/site construction plans are submitted.

104-55.4 - Maintenance Guarantee

As a condition of final inspection of a development, the developer shall submit to engineering an irrevocable letter of credit or cash deposit in the amount of ten percent of the construction costs of all public infrastructure (streets, potable water, sanitary sewer, reclaimed water system, and stormwater drainage systems), to remedy any defects in the workmanship, material and design of the same, and for repair and maintenance of the same. Such estimate, broken down into individual items, shall be prepared by a professional engineer, registered in the state, and the amount approved by the city. It shall be the responsibility of the entity supplying the maintenance guarantee to notify engineering three months prior to the end of the 18-month period to request inspection of the infrastructure and return or release of the guarantee. No guarantee shall be returned or released until three months' notice has been given and inspection has been made to determine that the infrastructure is free of defects, regardless of whether the 18-month period has elapsed or not.

104-55.5 - Engineer of Record Certification of Construction

It shall be the responsibility of the engineer of record to ensure that the project construction is in strict compliance with the city approved infrastructure/site construction plan and/or development regulations

and any other applicable ordinances and regulations. The engineer of record shall certify on the city provided form that the project has been constructed in compliance with such regulations and ordinances. The engineer of record shall submit this certification to engineering prior to the city performing its final inspection of the development project.

104-55.6 - Regulatory Agency Approvals

A statement of completion/clearance must be obtained from all regulatory agency permits that were required for the development and a copy provided to engineering.

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104-55.7 - Record Drawings

Two sets of record drawings/as-builts along with an electronic file copy (in a format compatible with city systems and software) of the approved completed infrastructure/site improvements to a development, certified by the engineer of record, shall be submitted to engineering, which drawings shall reflect accurately all alterations, additions, deletions and revisions of the approved final infrastructure/site construction plans and be congruent with actual field installations. Each set of record drawings shall have the original signature and seal of the engineer of record. The drawings shall show the design grades struck out and as-built grades and slopes placed thereon, together with actual stationing of laterals measured from the downstream manholes. Ties from property corners or other fixed monuments to as-built lift stations, force mains, water lines, water valves, etc., locations will be required.

104-55.8 - Bill of Sale for Personal Property Located in Public Rights-of-Way

All personal property and improvements located in public rights-of-way or easements shall become the property of the city or servicing utility company upon final acceptance unless such improvements are designated as private and labeled as such on the plat and/or site plans and all future maintenance costs are to be the responsibility of the owner(s) of the development. Improvements include, but are not limited to, water and sanitary sewer lines, valves and appurtenances and all other personal property relative to water and sanitary sewer installation serving the developer's property, including storm sewer lines and appurtenances, curbs, sidewalks, paving improvements to streets, and any and all other improvements located within the public rights-of-way in connection with the project. The owner shall execute a bill of sale to the city or servicing utility company for these improvements as a condition of final inspection.

104-55.9 - Final Inspection

Following the city's receipt of required fees and charges, the submittal of certifications, 18-month maintenance guarantee and record drawings, the installation of all required improvements, the placement of reference monuments as set forth in this development and such other prerequisites as may pertain to the development, upon the engineer of record's request, the city shall order a final inspection of all improvement construction to ensure compliance with all city standards, specifications and applicable regulations, whereupon the city will inform the developer in writing of faults to be corrected, if any, which corrections shall require recertification by the engineer of record. No approval or inspection by the city or any of its agents shall act as a waiver or variance of the engineer of record's responsibility for ensuring compliance with the city's ordinances and applicable regulations.

104-56 - COMPLETION OF IMPROVEMENTS

104-56.1 - Liability

A subdivider shall be held liable to the city commission for the completion of all site improvements required by these regulations until such time as the improvements shall have been actually completed and accepted by the city commission.

104-56.2 - Remedy

If the construction of site improvements has been guaranteed by a form of security described in §104.54.6 *Performance Guarantee* of this division, and such improvements have not been completed and accepted by the city commission within the time period prescribed by these regulations, the city engineer, after written notification has been given to the subdivider, shall take such action as may be required to cause payment to be made to the city of the amounts of money secured by a guarantee of performance. Such amounts of money shall be used by the city to finance the completion of the required improvements. Upon failure of such funds made available or improvement being completed, the city shall place a lien on the property in the amount necessary to complete the improvement. No certificate of occupancy or development approval permit of any kind shall be issued until such funds are made available or improvements are completed. In the event that the amounts of money referred to above are insufficient to finance the completion of the required improvements, the city shall so notify the subdivider in writing and shall require the subdivider either to complete the improvements without delay or to make available to the City of Dunedin the amount of money required to finance their completion.

Should the subdivider fail to do either of the above and such failure is not due to strikes, riots, acts of God, acts of a public enemy, injunction, or other court action, or any other cause similar to those enumerated beyond the subdivider's control, the city engineer shall refer the matter to the city attorney for such action as the he or she may deem appropriate to compel the subdivider to comply with the provisions of the improvement agreement entered into by the subdivider as a condition precedent to the approval of the plat, or to pursue any other remedy that may be available to the city. Until such time as the required site improvements have been completed and accepted by the city, the city engineer shall refuse to accept from such subdivider a performance guarantee under any form that is related to the plat of a development, in which such subdivider has a principal or subsidiary interest. Failure of the city to make a claim on the security does not relieve the owner/developer from timely completion of the required improvements.

104-56.3 - Extensions

This section does not apply if a subdivider is prevented from completing and having accepted by the city such required site improvements within the prescribed time by reason of strikes, riots, acts of God, acts of a public enemy, injunction, or other cause similar to those enumerated which are beyond the subdivider's reasonable control. The subdivider shall be entitled to an extension of time equal to the time of such delay that shall be fixed by written certificate made by the city engineer. No such allowance of time will be made unless claimed by the subdivider and allowed and certified in writing by the city engineer at the end of each period of such delay.

DIVISION 6: - PLATTING

104-60 - GENERAL PLATTING REQUIREMENTS

104-60.1 - Plat Required

All land which is intended to be divided into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and re-subdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided is required to be platted.

104-60.1.1 - General

Except as provided by the regulations of this division, no infrastructure improvements shall be accepted and maintained by the city, nor shall any permit be issued by a representative of the city for the construction of any building or other improvement requiring a permit on any subdivision of land unless a plat thereof has been approved by the city commission and city manager, and has been recorded in the office of the Clerk of the Circuit Court of Pinellas County.

104-6.1.2 - Exceptions

The following shall be subject to appropriate requirements relative to required infrastructure improvements but shall be exempt from the platting procedures as set forth in this division:

- (A) The combination or recombination of portions of previously platted lots where no new parcels, or residual parcels, result in lots of less area, width or depth than as required by the respective zoning district.
- (B) The sale or exchange of parcels of land between owners of adjoining properties for the purpose of small adjustments in boundaries; provided that additional lots are not thereby created and that the original lots are not reduced below the minimum lot area and dimension requirements of the respective zoning district.
- (C) Performance Security Option
 - 1. Applicants may plat prior to the completion of required improvements by posting a performance security in accordance with (C)2 through (C) below.
 - 2. The performance security shall comply with all statutory requirements and shall be in the form acceptable to the City Attorney. Acceptable performance securities are an irrevocable letter of credit from a bank licensed to do business in the State of Florida; a performance bond where the company is duly organized and licensed to issue bonds in the State of Florida; or a certified / cashier's check.
 - 3. The amount of performance security shall be based upon an estimate of completion cost by the engineer of record, shall be subject to verification by the City Engineer, and shall total 110% of the estimate of completion.
 - 4. The effective period of performance security shall not exceed 2 years from the date of approval of the final subdivision plat.
 - a. Extension of performance security
 - i. The applicant may request and the Supervisor of Plats may grant one extension, not to exceed 2 years, for the construction of required improvements, if a new two year performance security is provided to the City.
 - ii. The applicant must notify the Supervisor of Plats at least sixty days prior to the expiration of the first performance security
 - iii. The City must receive the new performance security within thirty of the expiration of the first performance security.
 - 5. Performance security provided under this section shall be subject to the approval of the City Commission at the time of final subdivision plat approval.
 - 6. The City shall receive payment in full in accordance with the procedure established by law for all required improvements not completed at the term of the performance security.
 - a. If after two (2) years following acceptance of the performance bond by the city commission, it is determined by the Supervisor of Plats that the work covered by the bond has not been completed and that the applicant has not requested and received an extension pursuant to this section, the Supervisor of Plats will inform the applicant by certified letter that the permission to construct has expired and that the performance security will be called.
 - b. Upon acceptance of required improvements by the City, the applicant shall submit a letter to the Supervisor of Plats requesting the release of the performance security.

104-60.2 - Supervisor of Plats; Endorsement of Approval Necessary

The city manager is designated as supervisor of plats and the written approval of such supervisor of plats shall be endorsed on the plats of all new developments, extensions and revisions of existing developments, within the corporate limits of the city, before such plats shall be entitled to be recorded in the office of the clerk of the circuit court of the county, and before sales of lots or parcels in such developments, extensions or revisions may be made, and before any building whatsoever may be constructed or occupied on any lot or parcel of land in all such developments, extensions or revisions thereof, except as provided in § 104-60.1.2 .

104-60.3 - Additional Rules and Regulations

The supervisor of plats is authorized and empowered to make such additional rules and regulations regarding the amount, kind, type and specification of public improvements in proposed developments or extensions or revisions thereof, and in regard to all other prerequisites to the approval of plats and proposed developments, extensions or revisions thereof, as are reasonable and fit and proper from time to time. The supervisor of plats is also authorized to promulgate such forms and other documents and to require the execution thereof, as are necessary and proper in the execution of the provisions of this chapter and the authority under this division.

104-60.4 - Approval of City Commission Necessary

The provisions of section § 104-60.2 are in addition to, and not in lieu of, the power and authority of the city commission to regulate development as to the amount, kind, type and specifications of public improvements. Approval of the city commission must be duly voted at a public meeting of the city commission before such plats shall be entitled to be recorded in the office of the clerk of the circuit court of the county, and before sales of lots or parcels in such developments, extensions or revisions thereof, may be made, and before any building whatsoever may be constructed or occupied on any lot or parcel of land in all developments, extensions or revisions, thereof. The review and approval of plats is within the discretionary authority of the city commission and is a legislative and quasi-judicial action.

104-60.5 - Improvements; Guarantee of Accomplishment; Duties of Owners and Developers

Before the plat of any development or any extension or revisions thereof shall be approved by the supervisor of plats or the city commission for recording by the Clerk of the Circuit Court of Pinellas County, and prior to the issuance of any building permits for vertical construction, the developers of such developments, extensions or revisions thereof shall first accomplish, at their expense, the required public and/or private infrastructure improvements in the developments, extensions or revisions thereof.

104-60.6 - Plat

104-60.6.1 - Submission of Prints to City

The developer shall submit to the planning & development department at least four (4) sets of prints of a proposed development, prepared by a Florida registered surveyor and/or Florida registered engineer, as appropriate, in accordance with the provisions of this division. The City shall select an independent Florida registered surveyor to review each new plat presented to the City for conformity with Chapter 177, F.S. The cost of the independent conformity review will be paid by the applicant.

104-60.6.2 - Filing Fee

At the time of submission of a plat of a development, the developer shall pay to the city a filing fee as established by resolution of the city commission.

104-60.6.3 - Completeness Review

No plat application is complete unless all of the information required in the plat review checklist has been submitted. An application is deemed incomplete until all required information is received, including any additional information required by staff for review. Current application materials shall be made available in the planning & development department.

104-60.6.4 - Applicability

A plat is required for any project as defined in § 104-60.1 *Plat Required*. The plat should be submitted after completion of the infrastructure as required in Division 5: Infrastructure. See also 104-60.1.2 – Exceptions above.

104-60.6.5 - Content

The plat of a development shall be submitted on a scale not less than 100 feet to the inch, to include the items in the plat checklist provided by engineering and shall also be in compliance with § 177.091 F.S. and 159.13 of the Pinellas County Code of Ordinances.

104-60.6.6 - Processing the Plat

When deviation from the requirements of the city ordinances and regulations occur in the plat for a development without a written explanation by the developer, the city shall issue a written report to the developer setting forth all deviations. The developer shall either incorporate the recommendations contained in the city's report, or specify in writing the reasons for not doing so. If no response is received, the plat will not be processed further and development review processes will cease.

104-60.6.7 - Building Permits Before Recording

Upon written request by the developer, the planning & development director may allow a limited number of building permits to be issued for construction prior to recording the plat for a development. Any such construction will be at the sole risk of the developer.

104-60.6.8 - Construction of Infrastructure Required

No plat of any development shall be recorded in the public records of the county until the developer has acceptably completed all the requirements of this division, including all required infrastructure improvements.

104-60.6.9 - Resolution of Acceptance

Planning & development staff shall prepare a formal resolution of acceptance of the plat for the city commission's approval.

104-60.6.10 - Action by the City Commission

The plat for a development will be presented to the city commission for recommendation. The action(s) of the city commission are legislative and quasi-judicial in nature allowing the city commission discretion to ensure public health, safety and welfare.

104-60.6.11 - Final Approval by the City

Upon completion of the final inspection of a development and with passage of a resolution of acceptance by the city commission, the original drawing of the plat of a development shall be signed by the city clerk. The city clerk will obtain the signatures of the mayor, the city manager and the city attorney on the plat.

104-60.6.12 - Recording Plat in County

After plat approval by the city, the developer shall cause the original copy of the plat to be transmitted to the county clerk of the circuit court, where processing and recording shall be accomplished. If a plat shall fail to be recorded within one month from the date on which the plat has been transmitted to the county clerk of the circuit court, such plat must be resubmitted to the city for reprocessing.

104-60.6.13 - Reproducible Plats to City

Within ten days after the recording of a plat of a development, the developer shall deliver to the city four reproducible copies of the recorded plat showing the plat book and page number assigned to the plat and the verification of the clerk of the circuit court that it has been entered upon the public records of the county.

DIVISION 7: - REVOCATIONS, ENFORCEMENT, VIOLATIONS AND PENALTIES

104-70 - REVOCATION OF A DEVELOPMENT APPROVAL

104-70.1 - Initiation

The director of planning & development shall investigate alleged violations of a development approval. The director of planning & development shall determine whether or not to terminate or suspend a development approval. If the director of planning & development determines that a termination or suspension of a development approval is appropriate, a written finding, including the reason or reasons for the determination shall be documented in writing.

104-70.2 - Grounds for Revocation

The following are grounds for revocation of a development approval:

- (A) The intentional provision of materially misleading information by the applicant (the provision of information is considered "intentional" where the applicant was aware of the inaccuracies or could have discovered the inaccuracies with reasonable diligence); and
- (B) The failure to comply with any condition of a development approval.

- (C) Failure of compliance, lack of necessary permits or approvals of other government agencies having jurisdiction, or lapse of allowable time.
- (D) Any other situation or condition which is contrary to the safety or welfare of the public, justifying such revocation in the opinion of the director of planning & development.

104-70.4 - Decision and Notice

The director of planning & development shall prepare a written revocation of development approval. Such revocation of a development approval shall contain findings that address the basis for the decision. The development order shall state the condition or conditions that have been violated and the harm such violation has caused. In the case of a suspension of the use, the revocation shall state the length of time and the manner in which such violation can be cured. In the case of a termination, the revocation shall state the reason such violation cannot be cured.

104-70.5 - Appeals

An aggrieved party may appeal the director of planning & development's decision to the board of adjustment and appeal.

104-70.6 - Right Cumulative

The right to revoke a development approval, as provided in this section, is cumulative to any other remedy allowed by law, specifically including presenting such case before the city's code enforcement board.

104-71 - TYPES OF VIOLATIONS

Any act of commission or omission contrary to the commands or directives of this chapter, or any breach of any duty imposed by this chapter, is a violation of this chapter.

104-72 - CIVIL ENFORCEMENT

104-72.1 - Enforcement Actions

The zoning administrator or any authorized person may institute any appropriate civil action or proceedings to prevent violations or threatened violations of these regulations. In particular, but without limitation, in case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, or land is used in violation of this chapter, the zoning administrator or any authorized person may institute any appropriate action or proceedings to:

- (A) Prevent such unlawful acts and restrain, correct, or abrogate such violation;
- (B) Prevent the occupancy of the building, structure, or land; or
- (C) Prevent any illegal act, conduct, business, or use in or about such premises, including, but not limited to, all remedies provided in/at law. The imposition of any penalty does not preclude the city commission or any authorized person from instituting any appropriate action or proceedings to require compliance with the provisions of the LDC and with administrative orders and determinations made under the LDC.

104-72.2 - Penalties

The penalty for violating any section or other part of the LDC will be pursuant to the civil penalties prescribed in section 1-15 of the City of Dunedin's Code of Ordinances, and may be referred to the city's code enforcement board. Each day a violation exists constitutes a separate offense.

104-80 TRANSFER OF DEVELOPMENT RIGHTS (TDR)

104-80.1 GENERALLY

This section is to establish a procedure for the transfer of density from one noncontiguous land parcel to another noncontiguous land parcel subject to the requirements of this section.

104-80.2 PURPOSES

The purposes of this ordinance are to:

- (A) Preserve open space, scenic views, critical and sensitive areas, and natural hazard areas.
- (B) Retain open areas in which healthful outdoor recreation can occur.
- (C) Allow flexibility for the redevelopment of the City's commercial corridors and downtown core.
- (D) Protect lands and structures of aesthetic, architectural, and historic significance.
- (E) Ensure that the owners of preserved, conserved, or protected land may make reasonable use of their property rights by transferring their right to develop to eligible zones.
- (F) Provide a mechanism whereby development rights may be reliably transferred.
- (G) Ensure that development rights are transferred to properties in areas or districts that have adequate community facilities, including transportation, to accommodate additional development.

104-80.3 AUTHORITY

In accordance with the requirements of F.S. § 163.3171(1), the city hereby declares its intent to exercise all authority under the Local Government Comprehensive Planning and Land Development Regulation Act for the total area under its jurisdiction and any additional area annexed to the city in the future. Furthermore, the city shall, in its planning, establish policies and plans for areas adjacent to the city to be applicable to such areas upon annexation.

104-80.4 RIGHT TO TRANSFER DEVELOPMENT RIGHTS

Transfer of development rights shall be as provided for in the applicable local government comprehensive plan, special area plans, and land development regulations, subject to the following:

- (A) The land use characteristics within any given Countywide Plan Map category shall be consistent with those land use characteristics enumerated for each Countywide Plan Map category, and no transfer of development rights shall be permitted which is inconsistent with the use characteristics of a given Countywide Plan Map category.
- (B) There shall be no transfer of development rights from existing developed property, irrespective of whether or not that property has been developed to the maximum density/intensity permitted under the Countywide Plan and Countywide Rules, except for preservation of archaeological, historical, environmental, or architectural sites or features or for Leadership in Energy and Environmental Design (LEED) building certification purposes.
- (C) Transfer of development rights is permitted between all Countywide Plan Map categories except as follows:
 1. There shall be no transfer to the Recreation/Open Space or Preservation categories.

2. There shall be no transfer from the Activity Center (AC), Central Business District (CBD), Community Redevelopment District (CRD) or Planned Redevelopment (PR) categories governed by a special area plan, except as may be provided for in such special area plan.
- (D) The maximum permitted density/intensity of the Countywide Plan Map category for any parcel of land to which development rights are transferred shall not exceed twenty-five (25) percent of the otherwise maximum permitted density/intensity allowed for each respective Countywide Plan Map category applicable to such parcel, except as may be otherwise specifically provided for as follows:
1. Within the AC, CBD, CRD and PR categories on the Countywide Plan Map governed by a special area plan, the transfer of development rights and permitted increase in maximum density/intensity as a function of such transfer shall be governed by the provisions of the applicable special area plan.
- (E) Any transfer of development rights pursuant to this ordinance authorizes only an increase in maximum density or maximum floor area ratio and shall not alter or waive the development standards of the receiving district, including standards for floodplains, wetlands, and [other environmentally sensitive areas]. Nor shall it allow a use otherwise prohibited in a receiving district.

104-80.5 DETERMINATION OF DEVELOPMENT RIGHTS; TDR CERTIFICATE

- (A) Where development rights are transferred from a sending parcel, that property shall only be used in a manner and to the extent specified in the transfer and recording mechanism. Any parcel from which development rights are transferred will be limited to the use and density/intensity that remains after the transfer. In particular:
1. The residual development rights on the sending parcel will be limited to the remnant use and density/intensity available under the Countywide Plan Map category, and not otherwise transferred.
 2. Determination of available remnant use and density/intensity for any mixed use, or combination of distinct uses, shall be in accord with the consistency criteria as set forth in Sec. 4.2.3 and 4.2.4 of the Countywide Rules.
 3. Neither the use nor density/intensity of a sending parcel shall be double-counted and the transfer of development rights shall not result in any combination of use or density/intensity above that which was otherwise permitted under the applicable Countywide Plan Map category for each the sending and receiving parcels, when taken together.
 4. A sending parcel from which all development rights are transferred shall not thereafter be available for use except consistent with the use characteristics and density/intensity standards of the Recreation/Open Space category, except for sending parcels classified as Preservation or required to be classified as Preservation as a function of the transfer, in which case such parcels shall be limited to the use characteristics and density/intensity standards of the Preservation category.
- (B) Where all development rights have previously been transferred from a sending parcel through a local government approved or Countywide Plan Map approved process, no additional development rights shall be transferable from that sending parcel.

- (C) There shall be no transfer of development rights from or to submerged land, or from outside the coastal high hazard area into the coastal high hazard area.
- (D) Where development rights cannot otherwise be determined for the Preservation or Recreation/Open Space category based on local government provisions for transfer of development rights, such categories shall be assigned a maximum density/intensity of one (1) dwelling unit or five (5) percent floor area ratio per acre, or both, as is applicable based on the use characteristics to be utilized in the receiving parcel for any transfer of development rights under the Countywide Plan Map and these Countywide Rules.
- (E) Where an entire parcel of property is located in a Preservation or Recreation/Open Space category, and the development rights of such parcel have not been and cannot be transferred, such property shall be permitted a minimum beneficial use subject to the various provisions of these Countywide Rules and the Countywide Plan Map, but private property shall not be taken without due process of law and the payment of just compensation.

104-80.6 ADMINISTRATION

(A) Zoning Administrator responsibilities:

1. Determining, upon application by a transferor, the development rights that may be transferred from a property in a sending district to a property in a receiving district and issuing a transfer of development rights certificate upon application by the transferor.
2. Maintaining permanent records of all certificates issued, deed restrictions and covenants recorded, and development rights retired or otherwise extinguished, and transferred to specific properties.
3. Making available forms on which to apply for a transfer of development rights certificate.

(B) The application shall be part of an application for a development approval. The transfer of development rights application shall contain:

1. A signed written agreement between the applicant and a proposed original transferor, which contains information required by Section 104-80.6 below and in which the proposed transferor agrees to execute an instrument of such rights on the proposed receiving parcel when the use of those rights, as determined by the issuance of a development permit, is finally approved.
2. A certificate of title for the sending parcel prepared by an attorney licensed to practice law in the State of Florida.
3. Two copies of a signed and sealed survey of the proposed sending parcel and a legal description of the sending parcel prepared by licensed land surveyor.
4. A statement of the type and number of development rights in terms of density or FAR being transferred from the sending parcel, and calculations showing their determination.
5. Applicable fees.
6. Such additional information required by the zoning administrator as necessary to determine the number of development rights that qualify for transfer.

(C) A transfer of development rights certificate shall identify:

1. The transferor and the transferee.

2. A legal description of the sending parcel on which the calculation of development rights is based.
3. A statement of the number of development rights in either dwelling units per net acre or square feet of nonresidential floor area eligible for transfer.
4. If only a portion of the total development rights are being transferred from the sending property, a statement of the number of remaining development rights in either dwelling units per net acre or square feet of nonresidential floor space remaining on the sending property.
5. The date of issuance.
6. The signature of the zoning administrator.
7. A certificate number assigned by the zoning administrator.

104-80.7 INSTRUMENT OF TRANSFER

- (A) Any project utilizing transfer of development rights shall require the local government having jurisdiction to provide for a recording mechanism, in a form approved by the Countywide Planning Authority, which shall as a minimum, require written evidence of the transfer of development rights in a document to be recorded in the public records with the Clerk of the Circuit Court for Pinellas County, and a record copy of same to be filed with the PPC.
1. An instrument of transfer shall conform to the requirements of this Section and contain the following information.
 - (a) The names of the transferor and the transferee.
 - (b) A certificate of title for the rights to be transferred prepared by an attorney licensed to practice law in the State of Florida.
 - (c) A legal description and plat of the sending parcel prepared by a licensed surveyor named in the instrument;
 - (d) The transfer of development rights certificate described in Section 104-80.4 above.
 - (e) A covenant the transferor grants and assigns to the transferee and the transferee's heirs, assigns, and successors, and assigns a specific number of development rights from the sending parcel to the receiving parcel.
 - (f) A covenant by which the transferor acknowledges that he has no further use or right of use with respect to the development rights being transferred.
 - (g) A covenant indicating the number of development rights remaining on the sending parcel and stating the sending parcel may not be subdivided or developed to a greater density or intensity than permitted by the remaining development rights.
 - (h) A covenant that all provisions of the instrument of original transfer shall run with and bind the sending parcel and may be enforced by the City of Dunedin.
 - (i) Any other relevant information or covenants.

104-81 DENSITY / INTENSITY AVERAGING

104-81.1 GENERALLY

This section is to establish a procedure for the transfer of density from one noncontiguous land parcel to another noncontiguous land parcel subject to the requirements of this section.

104-81.2 PURPOSES

The purposes of this ordinance are to:

- (A) Allow flexibility for the redevelopment of the City's commercial corridors and downtown core.
- (B) Protect lands and structures of aesthetic, architectural, and historic significance.
- (C) Provide a mechanism whereby development rights may be reliably averaged.
- (D) Ensure that development rights are averaged between properties in areas or districts that have adequate community facilities, including transportation, to accommodate additional development.

104-81.3 AUTHORITY

In accordance with the requirements of F.S. § 163.3171(1), the city hereby declares its intent to exercise all authority under the Local Government Comprehensive Planning and Land Development Regulation Act for the total area under its jurisdiction and any additional area annexed to the city in the future. Furthermore, the city shall, in its planning, establish policies and plans for areas adjacent to the city to be applicable to such areas upon annexation.

104-81.4 RIGHT TO DENSITY /INTENSITY AVERAGE BETWEEN PARCELS

Density/intensity averaging shall be permitted as provided for in this section.

- (A) Density/intensity averaging may occur from any Future Land Use Map (FLUM) category to any other Plan category, except as follows:
 - 1. There shall be no density/intensity averaging to the Preservation or Recreation/Open Space Plan categories.
 - 2. There shall be no density/intensity averaging from the Activity Center (AC), Community Redevelopment District (CRD) or Planned Redevelopment (PR) categories governed by a special area plan, except as may be provided for in such special area plan.
 - 3. There shall be no density/intensity averaging from or to submerged land or from outside the coastal high hazard area into the coastal high hazard area.
- (B) Density/intensity averaging may occur only in accordance with the following:
 - 1. Aggregation within contiguous property(ies) in the same Plan category based on the maximum density/intensity allowed in that category.
 - 2. Aggregation within contiguous property(ies) in different Plan categories based on the maximum density/intensity allowed in the combination of applicable categories, provided that the subject area does not exceed a maximum area of five (5) acres.
 - 3. Such aggregation of density/intensity as provided for in either A. or B. above shall require the property(ies) to be subject to a local government site plan or comparable approval process and a written record of the density/intensity averaging recorded in the public record with the Clerk of the Circuit Court for Pinellas County, and a record copy of same filed with the Pinellas Planning Council.

- (C) Density/intensity averaging as otherwise governed by these Rules shall be allowed to include any development rights available to, but previously unused by, existing developed property that is being added to or redeveloped using the density/intensity averaging provisions of these Rules.

104-81.5 DETERMINATION OF DEVELOPMENT RIGHTS

- (A) Where development rights are averaged between two parcels, the properties shall only be used in a manner and to the extent specified in the recording mechanism.

104-81.6 ADMINISTRATION

(A) Zoning Administrator responsibilities.

1. Maintaining permanent records of all certificates issued, deed restrictions and covenants recorded, and development rights averaged between two contiguous parcels.
2. Making available forms on which to apply for density / intensity averaging.

(B) The application shall be part of an application for a development permit. The density / intensity averaging application shall contain.

1. A signed written agreement between the two parcel owners.
2. A certificate of title for each parcel prepared by an attorney licensed to practice law in the State of Florida.
3. Two copies of signed and sealed surveys, including legal descriptions, for the proposed parcels prepared by licensed land surveyor.
4. A statement of the type and number of development rights in terms of density or intensity being averaged.
5. Applicable fees.
6. Such additional information required by the zoning administrator as necessary to determine the number of development rights that qualify for averaging.

(C) A density / intensity averaging certificate shall identify:

1. The two parcel owners.
2. A legal description of the two parcels to be averaged on which the calculation of development rights is based.
3. A statement of the number of development rights in either dwelling units per net acre or square feet of nonresidential floor area eligible for averaging.
4. If only a portion of the total density / intensity available for averaging is used, a statement of the number of remaining development rights in either dwelling units per net acre or square feet of nonresidential floor area remaining on the properties.
5. The date of issuance.
6. The signature of the zoning administrator.

7. A certificate number assigned by the zoning administrator.

104-81.7 INSTRUMENT OF TRANSFER

- (A) Any project utilizing density / intensity averaging shall require the local government having jurisdiction to provide for a recording mechanism, in a form approved by the Countywide Planning Authority, which shall as a minimum, require written evidence of the density / intensity averaging in a document to be recorded in the public records with the Clerk of the Circuit Court for Pinellas County, and a record copy of same to be filed with the PPC.
 1. An instrument of transfer shall conform to the requirements of this Section and contain the following information.
 - (a) The names of the parcel owners.
 - (b) A certificate of title for the rights to be averaged prepared by an attorney licensed to practice law in the State of Florida.
 - (c) A legal description and survey of the parcels being averaged by a licensed surveyor named in the instrument.
 - (d) The density / intensity averaging certificate described in Section 104-81.6(C) above.
 - (e) A covenant between the parties, their heirs, assigns, and successors, that assigns a specific number of development rights to be averaged.
 - (f) A covenant by which the transferor acknowledges that he has no further use or right of use with respect to the development rights being averaged.
 - (g) A covenant indicating the number of development rights remaining on the parcels stating that the parcels may not be subdivided or developed to a greater density or intensity than permitted by the remaining development rights.
 - (h) A covenant that all provisions of the instrument of averaging shall run with and bind the parcels and may be enforced by the City of Dunedin.
 - (i) Any other relevant information or covenants.

Definitions – Add to Appendix A as needed

Receiving Parcel - means a parcel of land that is the subject of a transfer of development rights, where the owner of the parcel is receiving development rights, directly or by intermediate transfers, from a sending parcel, and on which increased density and/or intensity is allowed by reason of the transfer of development rights;

Sending Parcel - means a parcel of land that is the subject of a transfer of development rights, where the owner of the parcel is conveying development rights of the parcel, and on which those rights so conveyed are extinguished and may not be used by reason of the transfer of development rights; and

Transferee - means the person or legal entity, including a person or legal entity that owns the receiving parcel that purchases the development rights.

Transferor - means the landowner of a sending parcel in a transfer of development rights.

Secondary Front Yard

ORDINANCE 15-31

AN ORDINANCE OF THE CITY OF DUNEDIN AMENDING IN ITS ENTIRETY CHAPTER 105, DEVELOPMENT STANDARDS, OF THE LAND DEVELOPMENT CODE; PROVIDING FOR THE AMENDMENT OF SECTION 105-21 TO IDENTIFY DEVELOPMENT SUBJECT TO THE DESIGN REVIEW STANDARDS, SECTION 105-22 TO REQUIRE OPEN SPACE IN ALL TYPES OF DEVELOPMENT AND TO UTILIZE THE OPEN SPACE AS PARKLAND DEDICATION FEE (LDO) CREDIT, SECTION 105-23 TO SUPPORT THE CREATION OF A HIGHLY CONNECTED TRANSPORTATION NETWORK FOR PEDESTRIANS, SECTION 105-23.3.1 TO REQUIRE VEHICULAR CROSS-ACCESS EASEMENTS, SECTION 105-23.3.2 TO REQUIRE PEDESTRIAN CIRCULATION IN AND AROUND DEVELOPMENT, SECTION 105-24.2.4.7 TO REVISE THE PARKING REQUIREMENT SCHEDULE AND INCREASE PARKING REQUIREMENTS FOR DOWNTOWN, SECTION 105-24.2.4.8 TO ALLOW FOR OFF-STREET PARKING IN ORDER TO MEET PARKING REQUIREMENTS IN CERTAIN SITUATIONS, SECTION 105-25.4 TO REDUCE THE REQUIRED NUMBER OF AND WIDTH OF LANDSCAPE BUFFERS, SECTION 105-25.5.1 TO SIMPLIFY PARKING LOT LANDSCAPE REQUIREMENTS, SECTION 105-25.2 TO PROVIDE NEW STANDARDS FOR PARKING LOT SCREENING, SECTION 105-27.1 TO PROVIDE FOR DESIGN STANDARDS OF SINGLE-FAMILY AND DUPLEX DEVELOPMENT, SECTION 105-27.2 TO PROVIDE FOR DESIGN STANDARDS OF MULTIFAMILY DEVELOPMENT, SECTION 105-27.2(A)10 TO ESTABLISH DENSITY BONUSES FOR AFFORDABLE HOUSING, SECTION 105-27.3 TO PROVIDE FOR DESIGN STANDARDS OF COMMERCIAL, MIXED-USE AND INDUSTRIAL DEVELOPMENT, SECTION 105-27.3.3 TO REQUIRE EXTERIOR TREATMENT ON PARKING GARAGES WHICH ARE VISIBLE FROM THE RIGHT-OF-WAY, SECTION 105-28.1 TO ESTABLISH ENHANCED BUILDING DESIGN PRINCIPLES, SECTION 105-28.2 TO PROVIDE FOR TEN ARCHITECTURAL STYLE OPTIONS, SECTION 105-28.4 TO PROVIDE FOR ADDITIONAL SUSTAINABILITY REQUIREMENTS OF NEW AND SUBSTANTIALLY IMPROVED BUILDINGS, SECTION 105-29 TO PROVIDE FOR MINOR CHANGES TO THE SIGNAGE REQUIREMENTS, SECTION 105-33.5 TO PROVIDE FOR MULTIMODAL IMPACT FEES, SECTION 105-35 TO PROVIDE FOR SIGNIFICANT CHANGES TO THE REGULATIONS OF TREE REMOVAL, REPLACEMENT AND REPLANTING, AND SECTION 105-41.4.1 TO COMPLY WITH THE FLORIDA BUILDING CODE

PERMIT EXCEPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Commission of the City of Dunedin adopted Ordinance 10-19 in December of 2010, replacing the City of Dunedin Uniform Development Code in its entirety with the City of Dunedin Land Development Code; and

WHEREAS, upon adoption of the Land Development Code in 2010, the City Commission determined a reevaluation of the Design Review process requiring City Commission review of certain development projects would be necessary after several years of implementation; and

WHEREAS, City staff has conducted exit interviews with developers who have utilized the Design Review process and has recommended that revisions to the design criteria for development projects are necessary; and

WHEREAS, suggested revisions to the design criteria include a requirement for common open space which can be utilized for parkland dedication (LDO) credit, the requirement to design for pedestrian circulation and the inclusion of cross-access ways on adjacent lots, new parking, loading and stacking requirements which matches the uses listed within Table 103-60.1- Land Development Code Use Matrix, an increase to the parking requirements for certain uses within the downtown and a provision for off-street parking methods, a reduction in the number and width of parking buffers, revisions to the parking lot landscape requirements, new design standards for single-family, multifamily, commercial, mixed-use and industrial development, density bonuses for affordable housing, a list of ten required architectural styles for all types of development, a menu of site design options for sustainability, revisions to signage regulations, the provision of multimodal impact fees on new development, and building permit exceptions and display; and

WHEREAS, suggested revisions to the Land Development Code are significant enough to amend Chapter 105, Development Standards, of the Land Development Code, in its entirety; and

WHEREAS, the Local Planning Agency of the City of Dunedin has considered the revisions to the text of the Land Development Code and has recommended the changes are necessary; and

WHEREAS, the recommendations of City staff and the Local Planning Agency have been found by the City Commission to be meritorious; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Chapter 105 of the Code of Ordinances of the City of Dunedin is amended in its entirety to read as follows:

See Exhibit "A" attached hereto

Section 2. That this Ordinance shall become effective upon final passage and adoption and only if Ordinances 15-30 and 15-32 are adopted as well.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 7th day of January, 2016.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED:	<u>December 03, 2015</u>
READ SECOND TIME AND PASSED:	<u>December 17, 2015</u>
READ THIRD TIME AND ADOPTED:	<u>January 07, 2016</u>

ORDINANCE 15-32

AN ORDINANCE OF THE CITY OF DUNEDIN AMENDING IN ITS ENTIRETY CHAPTER 106, CONCURRENCY, OF THE LAND DEVELOPMENT CODE; PROVIDING FOR THE AMENDMENTS OF SECTION 106-1 TO ELIMINATE THE REQUIREMENT OF OPTIONAL CONCURRENCY COMPONENTS FOR NATURAL GROUNDWATER AQUIFER RECHARGE, TRANSPORTATION, CONSERVATION AND COASTAL MANAGEMENT, RECREATION AND OPEN SPACE, AND PUBLIC SCHOOL FACILITIES, SECTION 106-14 TO DELETE THE PROVISION FOR NATURAL GROUNDWATER AQUIFER RECHARGE CONCURRENCY, SECTION 106-15 TO DELETE THE PROVISION FOR TRANSPORTATION CONCURRENCY, SECTION 106-16 TO DELETE THE PROVISION FOR CONSERVATION AND COASTAL MANAGEMENT CONCURRENCY, SECTION 106-17 TO DELETE THE PROVISION FOR RECREATION AND OPEN SPACE CONCURRENCY, SECTION 106-18 TO DELETE THE PROVISION FOR PUBLIC SCHOOL FACILITIES CONCURRENCY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, in 2011, the Florida Legislature passed House Bill 7207, removing the provision for concurrency requirements of public facilities and services on a statewide basis for parks and recreation, schools and transportation facilities; and

WHEREAS, Chapter 106, Concurrency, of the Land Development Code of the City of Dunedin provides for procedures and standards for the administration of development and redevelopment as it will affect public facilities and services; and

WHEREAS, upon review of Chapter 163.3180, Florida Statutes, City staff has determined that the application of concurrency to the natural groundwater aquifer recharge, transportation, conservation and coastal management, recreation and open space and public school facilities is no longer warranted and an extension of concurrency to these additional public facilities and services is not a requirement of the State; and

WHEREAS, the application of concurrency will continue to be applied to wastewater, potable water, stormwater and solid waste facilities and services to ensure adopted Levels of Service are not degraded and negative impacts minimized, as required by Chapter 163.180, Florida Statutes; and

WHEREAS, suggested revisions to the Land Development Code are significant enough to amend Chapter 106, Concurrency, of the Land Development Code, in its entirety; and

WHEREAS, the Local Planning Agency of the City of Dunedin has considered the revisions to the Land Development Code and has recommended the changes are necessary; and

WHEREAS, the City Commission has determined that revisions to the Design Review process are merited; now, therefore

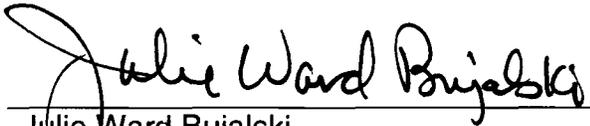
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Chapter 106 of the Code of Ordinances of the City of Dunedin is amended in its entirety to read as follows:

See Exhibit "A" attached hereto

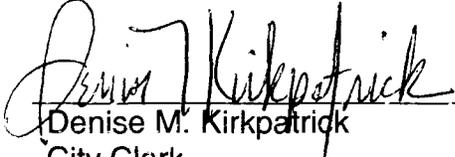
Section 2. That this Ordinance shall become effective upon final passage and adoption, and only if Ordinances 15-30 and 15-31 are adopted as well.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: December 03, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

Chapter 106 - CONCURRENCY

106-1 - PURPOSE

The purpose of this chapter is to establish procedures and standards for the administration of development and redevelopment as it will affect public facilities and services as required by Florida Statutes § 163.3180. This chapter furthers implementation of the goals, objectives and policies of the city's comprehensive plan to ensure levels of service are not degraded, and negative impacts are minimized as the result of development and redevelopment with respect to the following concurrency components:

- (A) Wastewater
- (B) Potable Water
- (C) Stormwater
- (D) Solid Waste

106-2 - GENERALLY

Public facilities and services shall meet or exceed established levels of service and must be available when needed for development or redevelopment. In cases where public facilities and services do not meet adopted levels of service, development agreements and permits shall not be approved until those public facilities and services necessary to serve a proposed development are available or:

- (A) At the time the development permit is issued, such permit is granted on the condition that upon issuance of a certificate of occupancy or its functional equivalent, the necessary services are in place and available to serve the new development;
- (B) The developer commits to make the necessary improvements to fully mitigate the impacts of the development, and no certificate of occupancy or functional equivalent will be issued until such improvements are completed.

The provisions of this chapter regarding concurrency are not subject to variance.

106-3 - APPLICABILITY

The provisions of this chapter shall apply to all new development as defined in *Appendix A - Definitions* of this LDC. Individual parcels being considered for one single-family residence, duplex unit or triplex unit shall be exempt from concurrency management requirements. Exemptions shall not apply if the de minimis test as specified in Florida Statute § 163.3180(6) is applicable. Concurrency approval shall be valid for 12 months from the date of issuance. Development not substantially completed within that 12-month period shall be required to obtain a new concurrency approval. For the purpose of this section, "substantially completed" shall mean that all water, wastewater and drainage infrastructure to serve the project is completed and inspected, and that work is proceeding on a daily basis toward completion.

106-4 - AMENDMENTS TO MODIFY LEVEL OF SERVICE

Any amendments adopted to modify level of service standards or objectives and policies of the city's comprehensive plan that affect the concurrency management system shall require concurrent

amendment of this chapter. Modified level of service standards shall become effective immediately, even if the adoption process has not been fully completed.

DIVISION 1: - COMPONENT REQUIREMENTS

106-10 - WASTEWATER

The city shall not approve any development in which such development shall cause any one of the following conditions to occur:

- (A) The city's wastewater treatment plant to exceed its permitted design capacity of 6,000,000 gallons per day, average daily flow;
- (B) Greater than five percent of cumulative circuit wastewater collection lines and lift stations to carry in excess of their design capacity from the development to the wastewater treatment plant;
- (C) An increased adverse impact on a collection pipe which is identified by the department of public works and utilities as highly deteriorated and subject to failure;
- (D) Degradation in the city's wastewater treatment plant to adequately treat wastewater as the result of toxic or hazardous substance intrusion; and
- (E) Any other condition that would have a negative impact on the city's wastewater system.

The city shall not approve any development under an individual or collective septic tank system. Where existing collection circuits are not readily available to serve a development, it shall be the responsibility of the developer to provide connection to the city's collection system.

106-11 - POTABLE WATER

The city shall not approve any development in which such development shall cause any one of the following conditions to occur:

- (A) The city's well fields, raw water main, water treatment plant or distribution system to provide a capacity of less than 150 gallons per capita per day and a minimum fire flow volume of 3,500 gallons per minute (gpm) to the development site;
- (B) The city's potable water storage capacity to fall below the average daily demand on the system;
- (C) A decrease in the average water pressure below 40 pounds per square inch (psi) throughout the system and a residual fire flow pressure of 20 pounds per square inch (psi);
- (D) An increased adverse impact on distribution pipe which is identified by the department of public works and utilities as highly deteriorated and subject to failure; and
- (E) Any other condition that would have a negative impact on the city's potable water system.

The city shall not approve any development using individual or collective deep or shallow wells for potable water. Where existing distribution circuits are not readily available to serve a development, it shall be the responsibility of the developer to provide connection to the city's distribution system.

106-12 - STORMWATER

The city shall not approve any development in which such development shall cause a significant deterioration of existing stormwater aggregate drainage capacities or substantially and negatively impact

future year level of service standards set forth in this section. Stormwater drainage capacities shall include, but not be limited to, sheet runoff, street flows, collection inlets, collection lines, retention and detention areas, and watershed channels.

- (A) For the purposes of this section, current and accepted professional engineering standards and methodologies shall be applied in calculating flow hydraulics and capacities. The city's master drainage plan establishes primary drainage basin characteristics which the proposed development may impact.
- (B) Table 106-10.1 establishes level of service standards for primary watershed channel's maximum capacities relevant to ten-year and 25-year, six-hour storm events:

Table 106-10.1

Watershed Basin	Channel	Existing	2015 LOS	2025 LOS
Spring Branch	A	<10-year	25-year	25-year
Spring Branch	B	<10-year	25-year	25-year
Spring Branch	C	10-year	25-year	25-year
Spring Branch	F	25-year	25-year	25-year
Curlew Creek	A	10-year	25-year	25-year
Curlew Creek	B	10-year	25-year	25-year
Cedar Creek	A	25-year	25-year	25-year
Cedar Creek	B	25-year	25-year	25-year
Cedar Creek	C	25-year	25-year	25-year
Cedar Creek	D	25-year	25-year	25-year
Cedar Creek	E	10-year	25-year	25-year
Cedar Creek	F	25-year	25-year	25-year
Coastal	President	<25-year	25-year	25-year
Coastal	Orangewood	<25-year	25-year	25-year

Coastal

Paloma

25-year

25-year

25-year

- (C) Secondary stormwater collection elements are established to have a maximum capacity level of service of a 25-year, six-hour storm event which shall include street flows, collection inlets, collection lines and retention/detention areas.
- (D) Where information regarding existing drainage conditions is not available from the city, the developer shall be responsible to inventory such conditions in that portion of the system which the development will impact. City staff shall determine for the developer those conditions in which level of service impact is applicable for the purposes of granting, denying or conditioning a development permit.
- (E) No development permit shall be issued to a development that does not comply with the city's stormwater management regulations in *Chapter 105 - Design Standards*.

106-13 - SOLID WASTE

The city shall not approve any development in which such development shall cause any one of the following conditions to occur:

- (A) The sanitation division exceeds its capacity to collect up to 1.301 tons per year per capita;
- (B) A decrease in the city's programmed capabilities to recycle 30 percent of its annual solid waste volume;
- (C) The city to exceed its capabilities to adequately handle, store, treat, transport or dispose of hazardous or non-biodegradable waste materials; and
- (D) Any other condition that would have a negative impact on the city's sanitary sewer system.

Where solid waste collection is found inadequate to serve a development, it shall be the responsibility of the developer to provide to the city such remedies to correct deficiencies prior to the issuance of a development permit. It shall further be the responsibility of the developer to provide, through site plan approval, those facilities and vehicle traffic circulation to facilitate the timely and safe collection of the development's generated solid waste.

ORDINANCE 15-33

AN ORDINANCE OF THE CITY OF DUNEDIN AMENDING APPENDIX C OF THE LAND DEVELOPMENT CODE TITLED, "DEVELOPMENT CHARGES AND IMPACT FEES"; TO REVISE EXISTING FEES; TO ESTABLISH NEW FEES RELATING TO DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, City staff has reviewed Appendix C of the Land Development Code; and

WHEREAS, certain revisions and adjustments to Appendix C have been found to be appropriate and necessary; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Appendix C of the City's Land Development Code titled, "Development Charges and Impact Fees" is amended in its entirety to read as follows:

See Exhibit "A" attached hereto

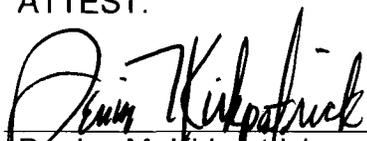
Section 2. That this Ordinance shall become effective on November 1, 2015.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 3rd day of September, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: August 20, 2015

READ SECOND TIME AND ADOPTED: September 3, 2015



Home of Honeymoon Island

**APPENDIX C
DEVELOPMENT CHARGES
& IMPACT FEES**

**ORDINANCE 15-33
Exhibit "A"**

BUILDING PERMIT FEES		
Building permit fees shall be assessed as follows:		
Where the construction valuation does not exceed \$500, no permit shall be required unless an inspection is required, in which case a fee of \$75 shall be charged. This exemption does not apply when construction, repair, remodeling, or improvement is a part of a larger or major operation whether undertaken by the same or different contractors or in which a division of the operation is made in contracts of amounts less than \$500 for the purpose of evading this part or otherwise.		
For construction valuation cost greater than \$500 to \$5,000 inclusive, the fee shall be \$50 plus \$3 per \$1,000 or fraction thereof.		
For construction valuation cost from \$5,001 to \$50,000 inclusive, the fee shall be \$100 plus \$5 per \$1,000 or fraction thereof.		
For construction valuation cost greater than \$50,000 to \$1,000,000, the fee shall be \$350 plus \$10 for each additional \$1,000 or fraction thereof in excess of \$50,000.		
For construction valuation cost greater than \$1,000,000, the fee shall be \$9,850 plus \$10 for each additional \$1,000 or fraction thereof in excess of \$1,000,000.		
If plan review or inspection is required, a charge of 50% of the building permit fee shall also be required.		
Construction valuation shall include total value of work, including materials and labor, for which the permit is being sought, such as building, electrical, gas, mechanical, plumbing equipment and permanent systems. Combination permits include building, electrical, gas, mechanical and plumbing.		
Construction valuation shall be estimated as set forth in the most current Building Valuation Data as published by the International Code Council, Inc. or an actual signed contract for the construction valuation may be used to determine the applicable fees. Construction valuation shall be calculated on the gross area of the building for new construction and the work areas for additions, alterations, rehabilitations, remodeling and renovations. For 1 and 2-family residential uses, unconditioned, open and covered areas will be calculated as Utility Occupancy. All permit fees for alterations, rehabilitations, remodeling and renovations shall be calculated the same as new construction, based on the work area. Construction valuation is subject to review and approval by the building official.		
MISCELLANEOUS BUILDING PERMIT FEES		
Fence	\$50.00	Each
Moving or Relocation of Building	\$75.00	Per building
Tent	\$30.00	Each
ELECTRICAL PERMIT FEES		
Miscellaneous Work:		
Base Fee	\$75.00	Each
Plus installation, repair, replacement or relocation charges as follows:		
Service Change, Alarm System, Fire Sprinkler, Gas Pump/Dispenser, Motors, Refrig Equip, Coolers, Mobile Home/ Constr/Sales Trailer/Saw Pole, Power Pole, Pedestal, Signs, Exterior Lighting	\$25.00	Per system plus \$5 per each \$1,000 or fraction of the cost thereof
All Other Electrical Work or Per system	\$25.00	Per system plus \$5 per each \$1,000 or fraction of the cost thereof
GAS PERMIT FEES		
Miscellaneous Work		
Base Fee	\$75.00	Each
Plus installation, repair, replacement or relocation charges as follows:		
Gas Tanks (All types, gas & oil) under 1,000 gallons	\$25.00	Per system plus \$5 per each \$1,000 or fraction of cost thereof
Gas Tanks (All types, gas & oil) over 1,000 gallons	\$50.00	Per system plus \$5 per each \$1,000 or fraction of cost thereof
Natural Gas Systems	\$10.00	Per connection plus \$5 per ea. \$1,000 or fraction of cost thereof
All Other Gas Work or Per System	\$25.00	Per system plus \$5 per each \$1,000 or fraction of cost thereof
MECHANICAL PERMIT FEES		
Miscellaneous Work		
Base Fee	\$75.00	Each
Plus installation, repair, replacement or relocation charges as follows:		
Air conditioning, heat, refrigeration, ventilation and duct systems	\$25.00	Per system plus \$5 per each \$1,000 or fraction of cost thereof
All Other Mech Work or Per system	\$25.00	Per system plus \$5 per each \$1,000 or fraction of cost thereof

PLUMBING PERMIT FEES		
Miscellaneous Work		
Base Fee	\$75.00	Each
Plus installation, repair, replacement or relocation charges as follows:		
Fixtures	\$10.00	Each
Deep Wells, Shallow Wells, Irrigation Systems, Water Heater Systems, Lift Stations, Standpipes, Sewer "Stub Out"	\$25.00	Per system plus \$5 per each \$1,000 or fraction of cost thereof
All Other Plumbing Work or Per system	\$25.00	Per system plus \$5 per each \$1,000 or fraction of cost thereof
MISCELLANEOUS FEES		
Change of Contractor/Subcontractor	\$20.00	Per trade
Duplicate Certificate of Occupancy	\$10.00	Each
Partial Inspection	\$75.00	Each
Plan Revision, Commercial	\$75.00	Each
Plan Revision, Residential	\$40.00	Each
Reactivate Expired Permit, Commercial	\$115.00	Each
Reactivate Expired Permit, Residential	\$55.00	Each
Re-Inspection	\$75.00	Each
Replacement Placard	\$20.00	Each
Reproduction of Plans/Specifications	Actual Cost	Plus \$.03 per SF for Certification
Residence or other bldg over public ways	\$100.00	Each
Stop Work Order Release	\$150.00	Each
DEVELOPMENT FEES		
Land Use/Zoning		
Rezoning	\$1,500.00	
Land Use Plan Amendment	\$1,500.00	
Development Review		
Design Review	\$2,000.00	
Development Agreement	\$5,000.00	
Subdivision Plat Review	\$600.00	+3 rd Party Review
Other Land Use Fees		
Parkland Dedication Fee (residential, min 5 units)	See Section 104-26 LDC	
Vacation of Land	\$1,500.00	
Conditional Use	\$1,500.00	
Conditional Use – Outdoor Dining/Food Truck	\$500.00	
Variance	\$1,500.00	
Appeal	\$1,500.00	
Minor Change to Site Plan	\$1,200.00	
Zoning Verification	\$100.00	
Address Change	\$275.00	
Miscellaneous Actions	\$500.00	
Miscellaneous Fees		
Liquor License Review	\$250.00	
Temporary Alcoholic Beverage Permit	\$50.00	
Tree Permit *	\$25.00	
Parking Bank Fee *	\$8,000.00	Per Space

IMPACT FEES		
Fire Department Development Fee		
Residential	\$270.00	Per Dwelling Unit
Non-Residential	\$285.00	Per 3,000 SF
Law Enforcement Development Fee		
Residential	\$94.73	Per Dwelling Unit
Non-Residential	\$0.08	Per SF
Water Development Fee		
Residential	\$1,961.00	Per Dwelling Unit
Non-residential	\$1,961.00	Residential Equivalent
Sewer Development Fee		
Residential	\$1,666.00	Per Dwelling Unit
Non-residential	\$1,666.00	Residential Equivalent
FIRE DEPARTMENT FEES		

Fire Protection Fees		
Plan Review Fees		
Structural Development	\$0.07	Per SF
Structural Remodel	\$0.07	Per SF
Fire Prevention Fees		
Preliminary Site Plans	\$53.00	
Minimum construction/renovation	\$53.00	
Fire Protection Systems		
NFPA 13, 13R, 13D Systems	\$53.00	+\$1.06 per Head
Fire Pumps	\$265.00	Revi Insp, Acceptance Test
Foam Systems	\$53.00	Per Nozzle +\$1.06 Per Sprinkler Head
Gas/Chemical Fixed Systems	\$53.00	
Fire Alarm System Heat/Smoke Detection System	\$53.00	Per Panel +\$1.06 initiating Device
Voice Alarm	\$160.00	
Fire Command Station/Communication System	\$53.00	+Cost of Other Installed Systems
Pre-engineered Fire Suppression System or Hood System.	\$53.00	
Certificate of Occupancy Inspection	\$53.00	
Change of Occupancy Inspection	\$53.00	
Renovation Inspection	\$53.00	
Flammable/Combination Liquid Storage Tanks/Container Areas	\$53.00	
Tank Removal/Install	\$53.00	
LP Storage Cylinders	\$53.00	
Hotwork	\$53.00	
Fireworks Display	\$160.00	
Tent Permits and Inspection	\$53.00	
ALF's	\$53.00	Per Floor
Nursing Homes	\$53.00	Per Floor
Other Services & Miscellaneous Inspections		
Hospitals	\$53.00	Per Floor
Group Homes	\$53.00	
Foster Homes	\$53.00	
Disaster Plan Reviews	\$53.00	
Daycare	\$53.00	
Business Tax License Inspection	\$53.00	
Red Tag Fee	\$53.00	

ENGINEERING FEES

Site/Infrastructure Review	
Small Commercial Development/Redevelopment	
1 Business, Existing Utilities, 1 Utility Meter	
First Submittal	\$325.00
Second Submittal	No Charge
Each Subsequent Submittal	\$325.00
Total Project/Property Site less than 10 Acres	
Commercial, Multi-Family, Mixed Use	
First Submittal	\$875.00
Second Submittal	No Charge
Each Subsequent Submittal	\$325.00
Total Project/Property Site 10 Acres or greater	
Commercial, Multi-Family, Mixed Use	
First Submittal	\$1,200.00
Second Submittal	No Charge
Each Subsequent Submittal	\$325.00
Site/Infrastructure Project Closeout	
<i>Includes, but not limited to: As-Built/Record Drawing Review, Misc. Document Review and Processing, Cost Estimate, Bill of Sale, Covenants/Agreements, Performance/Maintenance Guarantees, Agency Final Clearance Permits, Easements, Punch List Preparation, Required Site/Infrastructure Inspections.</i>	
Small Commercial Development/Redevelopment	
1 Business, Existing Utilities, 1 Utility Meter	
First Review	\$175.00
Second Review	No Charge
Each Subsequent Review	\$80.00
Total Project/Property Site less than 10 Acres	
Commercial, Multi-Family, Mixed Use	
First Review	\$325.00
Second Review	No Charge
Each Subsequent Submittal	\$150.00
Total Project/Property Site 10 acres or greater	

Commercial, Multi-Family, Mixed Use	
First Review	\$500.00
Second Review	No Charge
Each Subsequent Review	\$225.00
Right-of-Way Use Permit (Not to be confused with ROW Use Agreement)	
Single Family Residence – Single Unit (Includes ROW permit review and inspection fee)	\$50.00
Commercial/Multi-Family/Mixed Use -Independent of Site/Infrastructure Process (Includes ROW permit review and inspection fee)	
First Review	\$250.00
Second Review	No Charge
Each Subsequent Review	\$125.00
Site/Infrastructure Projects-Required with all submittals (Includes ROW permit review and inspection fee)	\$250.00
Miscellaneous Engineering Review and Inspection Fees (Independent of ROW Use Permits and/or the Site/Infrastructure Process)	
<i>May include, but not limited to: fences, slabs, retaining/seawalls, planters, fuel tanks, pools, decks, docks, wells, sheds, sinkholes, lot grading, communication antennas, screened porch enclosures, construction trailers, generators, etc.</i>	
Small Commercial/Multi-Family/Mixed Use (not full site/infrastructure)	\$100.00
Single Family Residence	\$50.00

TRANSPORTATION IMPACT FEES

(Per Section 150-40 of the Pinellas County Code)

Non-CRA	Schedule A General Fee Schedule is hereby adopted by reference as if set out at length in this Section.
CRA	Schedule B Downtown Redevelopment Fee Schedule is hereby adopted by reference as if set out at length in this Section.

**NO REFUND on permit fees, unless issued in error on part of the City.
NO REFUND if work has commenced or if permit is over 180 days old.**

ORDINANCE 15-34

AN ORDINANCE OF THE CITY OF DUNEDIN, FLORIDA, APPROVING A SECOND AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND PIZZUTI DUNEDIN, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dunedin wishes to enter into a Second Amended Development Agreement with Pizzuti Dunedin, LLC; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the terms and conditions of the Second Amended Development Agreement, and has recommended that the same be approved; and

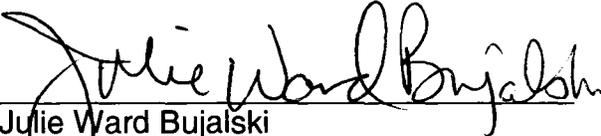
WHEREAS, due and proper public hearings on the said Second Amended Development Agreement having been completed pursuant to Section 104-33.7.2 of the City's Land Development Code and Florida Statute 163.3225; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That the Second Amended Development Agreement between the City of Dunedin and Pizzuti Dunedin, LLC and attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute same.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of September, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: September 3, 2015

READ SECOND TIME AND ADOPTED: September 17, 2015

**SECOND AMENDED DEVELOPMENT AGREEMENT
CITY OF DUNEDIN/PIZZUTI DUNEDIN, LLC/DUNEDIN GATEWAY LLC**

THIS AGREEMENT (the "**Agreement**") made and entered into this ____ day of _____, 2015, by and between the **CITY OF DUNEDIN**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **PIZZUTI DUNEDIN LLC**, an Ohio Limited Liability Company and **DUNEDIN GATEWAY LLC**, a Delaware Limited Liability Company authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**".

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS

1. The City and Pizzuti Dunedin LLC, hereinafter "Pizzuti", have previously entered into a Development Agreement dated September 10, 2008 and an Amended Development Agreement dated September 12, 2013. The parties wish to make certain changes to the said Amended Development Agreement and desire their Agreement be incorporated into one document and that the previous Development Agreement, as amended on September 12, 2013, thereto be terminated in its entirety and that this Second Amended Development Agreement constitute the entire understanding between them regarding the development contemplated by Pizzuti and Dunedin Gateway LLC and more particularly described below.

2. The City is presently the fee simple owner of the certain tract of land approximately 1.935 acres in size located within the City of Dunedin, Pinellas County, Florida, hereinafter referred to as the "**City Property**" said property being legally described pursuant to Exhibit "A" attached hereto and incorporated herein by reference. Pizzuti and City have entered into that certain Second Purchase and Sale Agreement, dated as of August 13, 2008, (the "Second Purchase and Sale Agreement") as well as a First, Second, Third, Fourth and Fifth Amendment to Second Purchase and Sale Agreement which extended the closing date, as well as a Ground Lease and Option to Purchase. Pizzuti shall convey or assign its interest in the Second Purchase and Sale Agreement, as amended, as well as the Ground Lease and Option to Purchase, to Developer by November 1, 2015. Pizzuti owns those certain parcels lying adjacent to the City Property (hereinafter "Pizzuti Parcels") collectively approximately 2.315 acres in size, said parcels being legally described pursuant to Exhibit "B", attached hereto and made a part hereof. Pizzuti shall convey the Pizzuti parcels to Developer by November 1, 2015. Together the City Property and the Pizzuti Parcels are approximately 4.25 acres in size and shall be collectively referred to hereafter as the "**Property**."

3. a. The following development rights are hereby approved pursuant to this Agreement on the Property: a mixed-use development consisting of 128 residential units and up to 15,000 square feet of commercial uses (hereinafter referred to as the "**Project**").

- b. All calculations for infrastructure improvements and land use requirements, such as but not limited to, drainage calculations, parking requirements and other requirements, shall be based on the site and character of the Project.
- c. It is the goal and intent of the parties hereto to develop and fund development of the Property.

Pizzuti represents that to the best of its knowledge, as of the date of the execution of this Agreement that there are no liens, encumbrances, mortgages, equitable interest or other types property interests held by any other person, firm or corporation whose legal or equitable interest in the lands constituting the Property, other than the mortgage of U.S. Bank National Association (U.S. Bank) dated November 6, 2008, will be affected by the matters contained in this Agreement which are not subordinated to this Agreement. As a condition of the approval of this Agreement, Pizzuti will obtain a Subordination Agreement from U.S. Bank, in a form acceptable to the City Attorney, wherein U.S. Bank subordinates its interest in the Pizzuti Parcels to this Agreement. The Developer has the full right and legal authority to enter into this Agreement and to agree to and execute all the legal obligations set forth herein. Pizzuti further represents and warrants that it shall not cause any rights or encumbrances on the Property to arise at any time between the execution of this Agreement and the recording of this Agreement in the Public Records of Pinellas County, Florida, which are not subordinated to this Agreement.

5. The City desires to have the Project developed as a unified development with each portion of the Project being treated as an integral part of a unified development. In furtherance of the Developer's development of the Project as a cohesive whole, the Developer agrees to execute in form satisfactory to the City Attorney and to Developer a Unity of Title Restrictive Covenant that will require that only during the course of development of the Project, no subdivision of the Property shall be allowed; provided, however, that should some portion of the Property be developed as residential and/or non-residential condominiums, then such Covenant shall not apply to that portion of the Property; and provided further that Developer may convey the Property at any time to third parties upon the consent of the City, not to be unreasonably withheld. Such Covenant will be executed by the Developer and will be recorded in the Public Records of Pinellas County, Florida at the time of the recording of this Agreement and will be superior to the rights of any mortgage, lien of any kind, or any type of encumbrance whatsoever and shall be a covenant running with the Property and shall be enforceable by the City in accordance with the terms of the said Covenant.

6. The parties agree that both Sections 163.3220 through 163.3243 F.S. (2015), the Florida Local Government Development Agreement Act ("**Act**") and Sections 104-33.1 through 104-33.15 of the Land Development Code of the City of Dunedin ("**Code**"), are fully complied with in all respects by the parties. The provisions of said Act and Code provisions are incorporated herein by reference, and in the event of any conflict between the language of this Agreement and the above sections of the City's Zoning Code, such conflict will be resolved in favor of the provisions of the Code in effect as of the date of this Agreement. Changes to the Code regarding life/safety matters (building codes, fire codes, etc.) shall be enforceable as of the effective date thereof. The Act, referenced Code provisions, the Final Site Plan and terms of this Agreement shall govern the development of the Property and the relationship of the parties in the terms of this Agreement. Any matters required by State Statute, the Florida Administrative Code or City Code which are not specifically addressed as part of this Agreement shall, nevertheless, be complied with by the parties. The parties and their respective successors in title shall be responsible for the obligations as more particularly

set forth under the terms of this Agreement and this Agreement shall act as a covenant running with the Property and shall be enforceable by the parties hereto.

The City shall have the absolute discretion to amend and/or enforce life safety codes of general applicability that may modify the provisions of this Agreement or may impose additional burdens on the Developer as is otherwise authorized by State Statutes, City ordinances or the regulation of governmental administrative agencies. The parties agree that the legislative discretion of the City Commission to adopt such life safety codes shall be superior to any agreements contained herein and such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes.

7. It is agreed between the parties that the City is exercising its right as a property owner as to certain elements of this Agreement regarding the City Property in addition to the powers that it exercises as a governmental entity pursuant to the Act and Code. In requiring adherence to the Final Site Plan, Architectural Renderings and other development and use provisions set forth herein, the City is not acting solely in its capacity as a governmental jurisdiction having zoning and land use regulatory control over the City Property. It is acknowledged between the parties that, acting as a private property owner, the City has the same latitude of choice and discretion as any other property owner and is not constrained in the exercise of that discretion in the same way as it would be operating only as a governmental authority regulating the development of the City Property pursuant to its ordinances and other land development regulations. The parties acknowledge and agree that within the scope of negotiating the terms of this Agreement, the City has acted in a manner that may otherwise be inappropriate if it was only exercising its governmental authority for regulation of the City Property and that the City has enjoyed a substantially greater latitude of choice as a private property owner. Notwithstanding anything to the contrary herein, the City acknowledges that the terms and conditions of this Agreement constitute legally binding and enforceable obligations of the City.

8. The Project shall be developed in accordance with the Architectural Renderings attached hereto as Exhibit "C", and incorporated herein by reference, and in accordance with the Final Site Plan attached hereto as Exhibit "D". The Architectural Renderings and Final Site Plan reflect the architectural style of the buildings to be built on the Property, exterior materials, building height of four stories, roofing system and color scheme and constitute a material part of this Agreement. The Architectural Renderings including the color scheme are specifically devised to be harmonious with the Dunedin downtown and the architectural preferences of the City and such requirements are agreed to by the parties in order to insure the continued compatibility of the Property with the future of the downtown. This same concept and obligation also applies to the Final Site Plan and constitutes a material part of the Agreement between the parties, without which the City would not have agreed to the sale of the City Property for commercial and residential uses. For this reason, the compliance by the City, Developer and respective successors in title with the Architectural Renderings and Final Site Plan, as described in Exhibits "C" and "D", respectively, on a continuing basis is of critical importance to the City and Developer, and any deviation therefrom shall be deemed to be a material breach of this Agreement and of the covenants which are entered into by the parties and are recorded for the long-term protection of the public.

It is the goal and intent of the parties hereto to develop the Property within the time periods set forth on Exhibit "H", attached hereto and made a part hereof, subject to acts of God, and shall, in all instances, as is commercially reasonable, comply with the provisions of said Project Schedule.

9. The City hereby reserves the capacity in the public facilities necessary to serve the Project, as more particularly described in Exhibit "E" attached hereto and made a part hereof.

10. For the protection of the public and for the purpose of the City obtaining the benefit to the public in the sale of the City Property and ultimate development of the Property as an economic factor in the success of the area comprising the Community Redevelopment District and as an essential part of the gateway into Downtown Dunedin, it is necessary that the restrictions on the use and development of the Property contained herein be of continuing effect and not subject to modification except with the concurrence of the City Commission following public hearings, if any changes to the Agreement are desired in the future. It is equally important that the continuing effect of such restrictions be applicable to the assigns and successors in title to the Property until such restrictions terminate or are voluntarily amended or otherwise modified by the City Commission taking into due consideration the protection of abutting properties and the important role that the development of the Property will play in the success of Dunedin's downtown area. Therefore, it is necessary that the restrictions set forth herein that are needed to continue beyond the duration of this Agreement be put into restrictive covenants ("Restrictive Covenant") prepared by and approved by the City Attorney and agreed to by the Developer, and that such Restrictive Covenant be recorded in the public Records of Pinellas County, Florida contemporaneously with the effective date of this Agreement. The form of such Restrictive Covenant is attached hereto as Exhibit "F" and incorporated herein by reference.

11. The Developer and City have agreed to the provisions, restrictions, limitations and requirements which are otherwise set forth in detail in this Agreement and any exhibits attached hereto.

12. It is of paramount importance to each of the parties hereto that the Property be developed as set forth in the Final Site Plan and in this Agreement and that the development of the Property be completed on a timely basis; that the Project be completed in its entirety; that the structures constructed on the Property be constructed in compliance with the terms of the Final Site Plan and this Agreement; that the uses allowed on the Property be limited as set forth in the Final Site Plan and this Agreement and in the Restrictive Covenant; and that such restrictions and controls be continued in accordance with their terms and be applicable to and binding upon the parties hereto and their respective successors and assigns.

13. The City Commission finds that the development permitted pursuant to this Agreement is consistent with the City's Comprehensive Land Use Plan and the land development regulations of the City.

THE AGREEMENT BETWEEN THE PARTIES

14. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

15. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2015) and Sections 104-33.1 through 104-33.15 of the Land Development Code of the City of Dunedin. See recital 6 regarding applicability of Statutes and Codes.

16. **Effective Date.** This Agreement shall be effective as of the date ~~it is recorded in the Pinellas County public records~~ ("Effective Date"). In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that Pizzuti's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

The parties acknowledge that this Agreement may be executed contemporaneously with the transfer of title in the City Property from the City to the Developer and the transfer of the Jernigan Parcel as more particularly described in Exhibit "G", attached hereto, from the Developer to the City. This Agreement shall be superior to any mortgages, liens or other rights of third persons even though mortgages or liens on the City Property may come into being contemporaneously with the transfer of title in the City Property to the Developer. Any mortgages or liens or encumbrances on the City Property created contemporaneously or after the transfer of title from the City to the Developer shall specifically provide that they are subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 31st day of December, 2015, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

17. **Duration of Agreement.** This Agreement shall terminate upon the later of the following dates: (i) the date on which all tax increment payments due and owing to Developer pursuant to Section 27 hereof are fully paid; or (ii) fifteen (15) years from the Effective Date. This time period may be extended by mutual agreement of the parties pursuant to Section 104-33.9 of the Land Development Code. The Restrictive Covenant and Unity of Title Covenant shall be effective in accordance with their respective terms.

18. **Third Party Rights.** The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or

by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If Pizzuti has title to the Property prior to the execution of this Agreement, Pizzuti shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Dunedin as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Dunedin prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Pizzuti or Developer.

19. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2015). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid in accordance with their terms and in such amount applicable as they become due and payable.

20. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development, submittals to or before the Pinellas Planning Council, the Board of County Commissioners of Pinellas County, Florida, or the Florida Department of Economic Opportunity, f/k/a Florida Department of Community Affairs and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City

legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the establishment of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

21. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

22. Final Site Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Dunedin, and in order to further the improvement of the Dunedin downtown area and to act as a gateway development for downtown City of Dunedin, the parties agree that the Property will be developed in substantial conformance with the Final Site Plan attached hereto as Exhibit "D" as such Final Site Plan may be modified by the requirements of the Southwest Florida Water Management District and other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Dunedin shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met and are incorporated by reference in the Exhibit "F" Restrictive Covenant which has been recorded contemporaneously with this Agreement:

- a. The Property shall be developed and landscaped in accordance with the Final Site Plan attached hereto as Exhibit "D" and incorporated herein. The landscaping within the Property and along Milwaukee Avenue even in the public right-of-way, shall be maintained by the Developer. The purpose of heavy landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to a certificate of occupancy being issued and will be maintained in good and healthy conditions at all times by the Developer. This obligation shall be reflected in the Exhibit "F" Restrictive Covenant.

There shall not be any material deviation from the provisions of the Final Site Plan unless such is approved by the City Commission of the City of Dunedin at a public hearing conducted for such purpose and this Agreement is modified in writing by the parties thereto for the purpose of agreeing to such deviation. The Architectural Renderings, as shown on Exhibit "C" attached hereto and

incorporated herein, are of paramount importance and are an essential part of this Agreement.

As shown on the Final Site Plan, all parking areas on the Property shall contain oak or other high quality shade trees to provide as much shade as is reasonably possible for the parking area and other landscaped areas of the Project. The landscaping along Milwaukee Avenue extension shall include benches, streetlighting and brick paver accents similar to streetscape improvements existing in the downtown area.

- b. The Property shall be developed substantially in accordance with the Architectural Renderings (Exhibit "C") attached hereto and incorporated herein. The Architectural Renderings reflect the architectural style of the buildings to be built on the Property including exterior materials, building footprint, roofing systems and color scheme. The type of signage shall be as reflected on the Final Site Plan.
- c. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Dunedin. At no time shall the Developer allow a nuisance condition to exist on the Property and this requirement shall be reflected in Exhibit "F" Restrictive Covenant.
- d. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- e. Ingress and egress to the Property shall be as shown on the Final Site Plan.
- f. Building heights, architectural style and location will be as shown on the Final Site Plan. The architectural style reflected as an attachment to or being part of the Final Site Plan shall be complied with in all material respects during the development of the Project.
- g. This Agreement and the Final Site Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements or in any matter that is reflected on the Final Site Plan or addressed specifically in this Agreement through any appeal process to the Board of Adjustment and Appeal for a variance, special exception or other process which would serve to vary or change the terms of this Development Agreement and the Final Site Plan attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties.

23. Public Infrastructure. Except as otherwise provided in this Agreement, the Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- a. Roads, streets and alleyways located on the Property to be used by vehicles. In the event that there is any drainage infrastructure beneath the Milwaukee Avenue extension that serves the Property, the Developer will be given access to such drainage structures by the City by easement and the Developer shall be responsible for the proper functioning of said drainage structures in perpetuity. The Developer and the City shall execute such legal documents as are deemed reasonable to ensure continued responsibility of the Developer or successor property owner for the maintenance and construction or reconstruction of such drainage structure.
- b. Pedestrian ways, brick sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- c. Sewer collection systems, located on the Property including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- d. Water distribution system, located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- e. Stormwater drainage systems serving public facilities located on the Property serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Dunedin or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of said retention/detention ponds shall be granted to City by the Developer or to Developer by City, as may be applicable.
- f. Street lighting to conform to the decorative lighting similar to downtown lighting facilities.
- g. Street signage and pavement striping.
- h. Utility easements or rights-of-way.
- i. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review,

or any other review process of the City or other governmental agency with jurisdiction over such development.

- j. Existing public infrastructure may be modified to accommodate the Project, as approved by the City during the infrastructure review process
- k. In the event that the drainage design for the development of the Property can be provided offsite, thus allowing the elimination of some or all the stormwater drainage structures on the Property, to provide drainage structures to serve the Project on the north side of S.R. 580 opposite the Property, the drainage plan reflected on the Final Site Plan may be modified administratively by the City Manager to accomplish the redesigned drainage solution.

Public infrastructure facilities shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or the Developer shall provide the appropriate letter of credit as provided by City Ordinances (including engineering and all other professional services) in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that certificates of occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

The Final Site Plan depicts any reservation or dedication of land for public purposes. Any lands that are to be conveyed to the City by easement or by warranty deed of dedication will be accompanied by a title insurance commitment (at the expense of the Developer) in an amount not less than the fair market value of the lands so conveyed to the City.

24. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: infrastructure and services for fire protection, reclaimed water, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

25. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

- a. City of Dunedin building permits.
- b. Southwest Florida Water Management District surface water management permit.
- c. City of Dunedin Engineering construction permit.
- d. Florida Department of Transportation driveway connection permit.
- e. Florida Department of Transportation utility permit.
- f. Florida Department of Transportation drainage connection permit.
- g. Florida Department of Environmental Protection NPDES permit.
- h. Florida Department of Health drinking water permit.

- i. Florida Department of Environmental Protection wastewater collection permit.
- j. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

26. City Impact Fees and Credits.

a. The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to the following impact fee credits:

- 1. Law enforcement and fire facility impact fee credit equal to fifty percent (50%) of the amount required by City Code, up to a maximum of \$25,000; and
- 2. Transportation/mass transit impact fee credit of \$134,000.00 for the dedication of the ROW that serves as the Milwaukee Avenue extension.

b. The City has computed and Developer shall pay the City sewer and water impact fees in the amount of \$464,256.00, payable in pro-rata amounts as individual construction permits are issued.

c. The impact fee credits and the concurrency reservations for the Project are reflected on Exhibit "E" and incorporated herein by reference.

27. City Contributions.

a. The City will waive or contribute public funds for the development of the Project as follows:

- 1. The City will rebate building permit fees and development review fees for the improvements to be constructed on the Property pursuant to the Final Site Plan.
- 2. At the time the Project initiated pursuant to this Agreement, the City will use its best efforts to provide expedited approval for engineering, construction, inspections, and certificates of occupancies. As part of the streetscape and offsite improvements for Main Street described in paragraph 23, 22 angled parking spaces will be included and the Developer will get credit against its required parking for such parking spaces.

3. The City shall annually provide to Developer a cash payment in an amount equal to twenty-five percent (25%) of the advalorem tax increment generated from the Project using 2016 as the base year, for a period of 12 years after the Project is complete and on the ad valorem tax roll for a period of at least one year. The payment from the City shall be due on or before May 1 of each year.
4. The conveyance of the Jernigan Parcel to the City, along with a cash payment of \$451,292.00, shall fully meet and satisfy all requirements of the City's Land Dedication Ordinance applicable to the Project.
5. The City will be responsible for the maintenance of Milwaukee Avenue and improvements or utilities within the Milwaukee Avenue right of way, except for the Developer's drainage structures in the event that they are placed beneath Milwaukee Avenue. In the event that these drainage structures have to be accessed in the future, the repair and restoration of Milwaukee Avenue shall be the obligations of the Developer. The parties shall execute an appropriate easement from the City to the Developer that reflects the Developer's and the Developer's successors-in-title's obligation for maintenance and repair to the drainage structures and the repair and restoration of Milwaukee Avenue arising from such maintenance and repair to such drainage structures.

In the event that the drainage for the Project is provided offsite, as is set forth hereinabove, the Developer will be responsible only for improvements on the Property and for extension of drainage lines from the Property for the purpose of accessing the offsite drainage retention system.

6. During the construction of the Project the Developer will work diligently and continuously towards the completion of such construction and no partially completed buildings will be allowed to remain on the Property. The Developer shall not abandon the work in a partially completed state, but shall continue the construction to completion with a continuing effort towards final completion of all Project improvements.
7. Parking as shown on the Final Site Plan, together with public parking on the Milwaukee Avenue extension and on Main Street adjacent to the City Property is sufficient to meet the parking requirements of the Project.

28. LEED Certification. The Developer will use best efforts to have the Project certified by a national or state certification program and to design the Project for the purpose of obtaining such certification and to use environmentally sensitive materials, constructions techniques and design choices as are appropriate to achieve such certification. As a guide, the Developer will consider such design features as water efficient landscaping, use of

reclaimed water for irrigation, construction waste management and innovation in design features.

29. Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Property.

30. Purchase and Sale Agreement. Pizzuti and City hereto have previously or contemporaneously with this Agreement entered into a Second Purchase and Sale Agreement and five amendments for the sale of the City Property owned by the City to Pizzuti. The City consents to the assignment of Pizzuti's interest in the Second Purchase and Sale Agreement, as amended, to Developer. This Agreement is a contingency of said Purchase and Sale Agreement, as amended.

31. Annual Review. Pursuant to Section 104-33.14 of the Land Development Code of the City of Dunedin the City shall review the Project once every twelve (12) calendar months from the Effective Date in compliance with the above quoted Ordinance.

32. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

33. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon and inure to the benefit of the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit, bind and limit all present and future owners of the Property and the City for the term hereof. The Restrictive Covenant set forth herein shall be of the duration expressed therein.

34. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developers shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

35. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property and the shall be subject to the laws, ordinances and regulations of the City of Dunedin as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by

written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

36. **Enforcement.** The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

37. **Execution.** The Developer and City represent and warrant that this Agreement has been executed by all persons having legal and equitable title in the subject Property in order to legally bind such persons to the terms of this Agreement or to waive any rights superior, either equitably or legally, to the terms of this Agreement.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Dunedin has authorized the execution of this Agreement by the appropriate City officials.

38. **Severability.** In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

39. **Estoppel Certificates.** Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

40. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

41. Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

42. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the City:

Robert DiSpirito, City Manager
City Hall
City of Dunedin
542 Main Street
Dunedin, Florida 34698

Copy to:

Thomas J. Trask, Esquire, City Attorney
City of Dunedin
Trask, Metz & Daigneault, LLP
1001 S Fort Harrison Ave., Suite 201
Clearwater, FL 33756

To Developer:

Dunedin Gateway LLC
William Voeller, Managing Member
4490 Alternate 19, Suite 101
Palm Harbor, FL 34683

Copies to:

Naeem Coleman, Manager of Economic
Development
The Pizzuti Companies
200 East Robinson Street, Suite 555
Orlando, FL 32801

and

Scott West, General Counsel
The Pizzuti Companies
Two Miranova Place, Suite 800 220
Columbus, OH 43215-5098

and

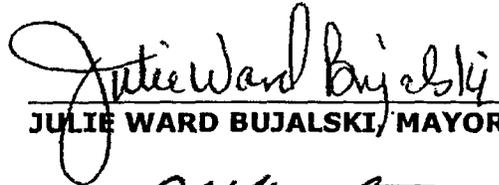
Brenna M. Durden
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 150
Jacksonville, FL 32202-4924

Notice shall be deemed to have given upon receipt or refusal.

43. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

44. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year so shown.



JULIE WARD BUJALSKI, MAYOR



ROBERT DISPIRITO, CITY MANAGER

Attest:



DENISE KIRKPATRICK, CITY CLERK

(City Seal)

Approved to form:

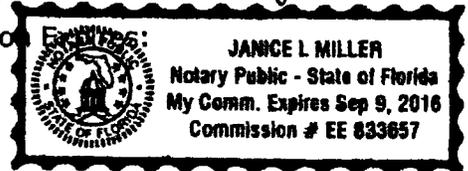
THOMAS J. TRASK, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30 day of NOVEMBER, 2015, by **JULIE WARD BUJALSKI**, Mayor of the City of Dunedin, () who is personally known to me ~~or () who has produced a _____ driver's license or _____ as identification.~~



Notary Public
My Commission Expires:



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24 day of NOVEMBER, 2015, by **ROBERT DISPIRITO**, City Manager of the City of Dunedin, () who is personally known to me ~~or () who has produced a _____ driver's license or _____ as identification.~~



Notary Public
My Commission Expires:



**PIZZUTI DUNEDIN LLC, AN OHIO
LIMITED LIABILITY COMPANY,
AUTHORIZED TO TRANSACT BUSINESS IN
THE STATE OF FLORIDA**

By: *Scott West*
Scott West, Managing Member of Pizzuti
Builders LLC, Its Managing Member

Witnesses:

Janet L. Thiede

Janet L. Thiede
Print Name

Lisa Uhrup

Lisa Uhrup
Print Name

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 23 day of MARCH, 2016, by Scott West, Managing Member of Pizzuti Builders LLC, as Managing Member of Pizzuti Dunedin LLC, () who is personally known to me or () who has produced a _____ driver's license or _____ as identification.



Ron G. Schwind
Notary Public
My Commission Expires:

DUNEDIN GATEWAY, LLC, a Delaware Limited Liability Company, AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF FLORIDA

Carl Wright
By: ~~William Voeller~~, Managing Member
CARL WRIGHT

Witnesses:

Cortney Wright

Cortney Wright
Print Name

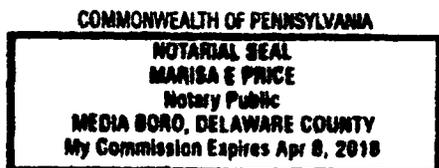
Bill Reintree

BILL REINTREE
Print Name

STATE OF Pennsylvania
COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by Carl Wright, Managing Member of Dunedin Gateway LLC, who is personally known to me or () who has produced a _____ driver's license or _____ as identification.

Marisa E Price
Notary Public
My Commission Expires: April 8, 2018



Composite Exhibit "A"
Legal Description of City Property

N

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST



SCALE: 1" = 100'

SOUTH RIGHT-OF-WAY LINE OF SKINNER BOULEVARD (STATE ROAD 580) PER O.R. BOOK 6077, PAGE 2135

RADIUS = 109.50'
ARC = 52.42'
CHORD = 51.92'
C.B. = N.11°55'41"E.

SKINNER BOULEVARD
(STATE ROAD 580)
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

N.43°42'28"E.
14.02'

N.89°11'10"E.
226.28'

BASIS OF BEARINGS

MILWAUKEE AVENUE
N.01°47'10"W.
138.92'

POINSETTA HEIGHTS
PLAT BOOK 4, PAGE 25

GRACE WITTER DUNCKEL
SUBDIVISION
PLAT BOOK 37, PAGE 13

GRACE WITTER DUNCKEL
SUBDIVISION
PLAT BOOK 37, PAGE 13

N.48°33'41"W.
193.65'

N.41°26'19"E.
53.20'

N.48°33'21"W.
50.18'

S.41°26'44"W.
7.82'
N.48°38'18"W.
28.83'

S.00°53'18"E.
193.99'

N.89°08'40"E.
26.88'

S.41°17'42"W.
139.01'

MAIN STREET
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

MAIN STREET
PLAT BOOK 37, PAGE 20

THE WEST EASTERN
CORNER OF LOT 20

N.48°18'08"E.
30.83'

PREPARED FOR:
MR. ROBERT IRONSMITH
ECONOMIC DEVELOPMENT
AND HOUSING DIRECTOR
CITY OF DUNEDIN
737 LOUDEN AVENUE
DUNEDIN, FLORIDA 34688
Phone: (727) 298-3204

ABBREVIATION LEGEND	
C	= CENTERLINE
O.R.	= OFFICIAL RECORDS
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 4

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN PINELLAS COUNTY FLORIDA

APPROVED BY:

SANDY LLOVERAS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1762
THIS IS NOT A BOUNDARY SURVEY

LLOVERAS, BAUR & STEVENS
ENGINEERS - SURVEYORS - PLANNERS
FLB 0000268
28228 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33761
Phone: (727) 784-3985 Fax: (727) 784-8153

REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY:	
	DATE: 8-15-13	1 OF 2
SCALE: 1" = 100'		

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A parcel of land lying in Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida described as follows:

Commence at the most easterly corner of Lot 29, MAIN STREET SUBDIVISION, according to the plat thereof recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida and run N.48°18'06"E., along the northwesterly right-of-way line of Main Street, 30.83 feet; thence, continue along said right-of-way line, N.41°21'42"E., 278.57 feet for a Point of Beginning; thence, leaving said northwesterly right-of-way line, N.48°38'18"W., 28.83 feet; thence, S.41°26'44"W., 7.82 feet; thence, N.48°33'21"W., 50.18 feet; thence, N.41°26'18"E., 53.20 feet; thence, N.48°33'41"W., 193.65 feet; thence, S.41°39'17"W., 93.89 feet to the cusp of a curve; thence, along said curve to the left, having a radius of 109.50 feet, an arc length of 52.42 feet, a chord length of 51.92 feet and a chord bearing of N.11°55'41"E.; thence, N.01°47'10"W., 138.92 feet; thence, N.43°42'28"E., 14.02 feet to the south right-of-way line of Skinner Boulevard (State Road 580) per Official Records Book 6077, Page 2135 of the Public Records of Pinellas County, Florida; thence, N.89°11'10"E., along said south right-of-way line, 226.28 feet; thence, leaving said south right-of-way line, S.00°53'18"E., 193.99 feet; thence, S.89°06'40"E., 26.88 feet; thence, S.48°38'18"E., 75.00 feet to the northwesterly right-of-way line of Main Street; thence, S.41°21'42"W., along the northwesterly right-of-way line of Main Street, 139.01 feet to the Point of Beginning.

Containing 1.316 acres more or less.

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 4

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204.



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

#LB 000208

29228 U.S. HIGHWAY 19 N.

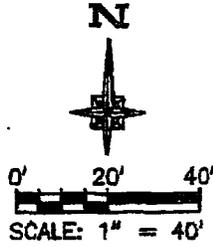
CLEARWATER, FLORIDA 33781

Phone: (727) 784-3885 Fax: (727) 784-8153

REVISIONS		DRAWN BY: KB	JOB No.
		CHECKED BY: RO	35808
		APPROVED BY:	
		DATE: 8-15-13	2 OF 2

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST



PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204

14
**SARA J. LEWIS
 SUBDIVISION**
 PLAT BOOK 3, PAGE 5

**WELLINGTON PLACE
 TOWNHOUSE
 COMMUNITY**
 PLAT BOOK 127,
 PAGES 82 & 83

**N.89°11'53"E.
 78.83'**

**S.01°32'14"E.
 43.74'**

189.91'

WEST BOUNDARY LINE
 OF WELLINGTON PLACE
 TOWNHOUSE COMMUNITY

**N.89°04'54"E.
 82.14'**

SOUTH BOUNDARY LINE
 OF WELLINGTON PLACE
 TOWNHOUSE COMMUNITY

WEST BOUNDARY LINE OF
 POINCETTA HEIGHTS

14
SARA J. LEWIS SUBDIVISION
 PLAT BOOK 3, PAGE 5

EASTERLY BOUNDARY
 LINE OF LOT 14

LOT 14

LOT 13

SARA J. LEWIS SUBDIVISION
 PLAT BOOK 3, PAGE 5

146.02'

POINCETTA HEIGHTS
 PLAT BOOK 4, PAGE 25

N.01°32'14"W.

SOUTH BOUNDARY
 LINE OF LOT 14

SOUTH BOUNDARY
 LINE OF LOT 13

S.01°46'28"E.
 BASIS OF BEARINGS

N.01°48'28"W. 4.64'

S.89°04'54"W.

161.37'

S.88°28'31"W.

NORTH BOUNDARY LINE OF
 MAIN STREET SUBDIVISION

MAIN STREET SUBDIVISION
 PLAT BOOK 17, PAGE 20

MOST NORTHEASTERLY
 CORNER OF LOT 28

ABBREVIATION LEGEND

P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 5

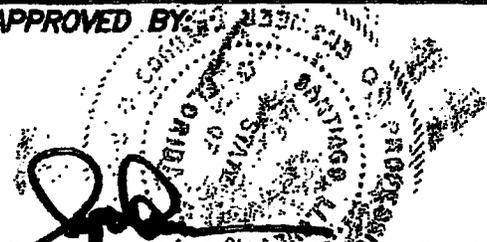
BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

APPROVED BY:



SANDY LLOVERAS
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1762
THIS IS NOT A BOUNDARY SURVEY

LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

#LB 000208

29228 U.S. HIGHWAY 19 N.

CLEARWATER, FLORIDA 33761

Phone: (727) 784-3665

Fax: (727) 784-8153

REVISIONS

DRAWN BY: KB

JOB No.

CHECKED BY: RO

35808

APPROVED BY:

1 OF 2

DATE: 5-15-13

SCALE: 1" = 40'

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A portion of Lots 13 and 14, SARA J. LEWIS SUBDIVISION as recorded in Plat Book 3, Page 5 of the Public Records of Pinellas County, Florida, described as follows:

Commence at the most northeasterly corner of Lot 28, MAIN STREET SUBDIVISION, as recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida and run S.89°29'31"W., along the north boundary line of said Plat, 36.85 feet; thence, N.01°46'28"W., 4.64 feet for a Point of Beginning; thence S.89°04'54"W., along the south boundary line of said Lot 13 and Lot 14, 161.37 feet; thence, N.01°32'14"W., 189.91 feet; thence, N.89°11'53"E., 78.63 feet to the west boundary line of WELLINGTON PLACE TOWNHOUSE COMMUNITY, as recorded in Plat Book 127, Pages 82 and 83 of the Public Records of Pinellas County, Florida; thence, S.01°32'14"E., along said west boundary line, 43.74 feet; thence, leaving said west boundary line, N.89°04'54"E., along the south boundary line of said WELLINGTON PLACE TOWNHOUSE COMMUNITY, 82.14 feet to the west boundary line of POINSETTA HEIGHTS, as recorded in Plat Book 4, Page 25 of the Public Records of Pinellas County, Florida; thence, S.01°46'28"E., along said west boundary line, 146.02 feet to the Point of Beginning.

Containing 0.619 acres more or less.

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 5

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

#LB 0000208

29228 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33761

Phone: (727) 784-3965 Fax: (727) 784-8153

REVISIONS		DRAWN BY: KB	JOB No.
		CHECKED BY: RD	35808
		APPROVED BY:	
		DATE: 5-15-13	2 OF 2

BOUNDARY PLAN AND DESCRIPTION

Composite Exhibit "B"
Legal Description of Pizzuti Property

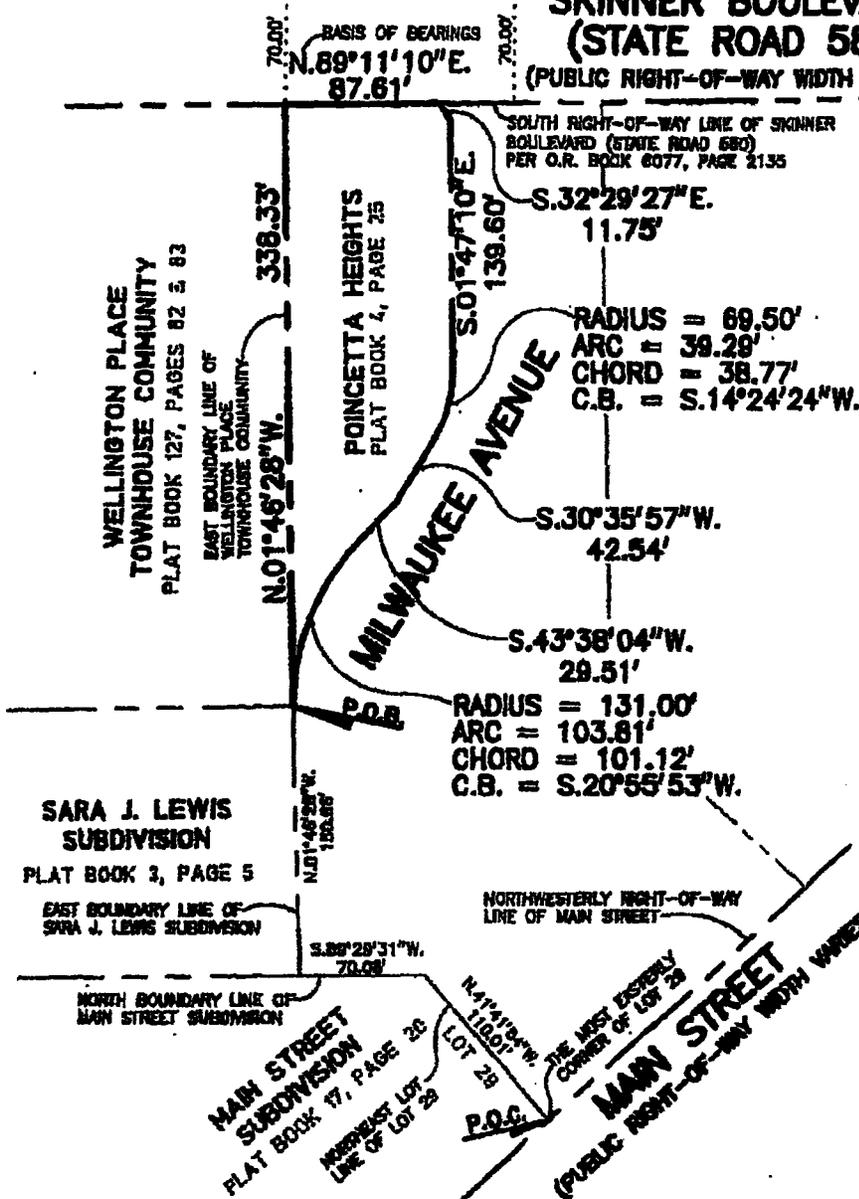
SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

**SKINNER BOULEVARD
(STATE ROAD 580)**

(PUBLIC RIGHT-OF-WAY WIDTH VARIES)



0' 50' 100'
SCALE: 1" = 100'



PREPARED FOR:
MR. ROBERT IRONSMITH
ECONOMIC DEVELOPMENT
AND HOUSING DIRECTOR
CITY OF DUNEDIN
737 LOUDEN AVENUE
DUNEDIN, FLORIDA 34698
Phone: (727) 288-3204

ABBREVIATION LEGEND	
C	= CENTERLINE
O.R.	= OFFICIAL RECORDS
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 1

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

APPROVED BY:

SANDY LLOVERAS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1782
THIS IS NOT A BOUNDARY SURVEY



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

FLB 0000208

29228 U.S. HIGHWAY 19 N.

CLEARWATER, FLORIDA 33781

Phone: (727) 784-3884 Fax: (727) 784-8153

REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY: [Signature]	1 OF 2
	DATE: 6-15-13	
	SCALE: 1" = 100'	

BOUNDARY PLAN AND DESCRIPTION

DEL. SP. 4013-51.02/c

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A parcel of land lying in Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida described as follows:

Commence at the most easterly corner of Lot 29, MAIN STREET SUBDIVISION according to the plat thereof recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida said point also being on the the northwesterly right-of-way line of Main Street and run N.41°41'54"W., along the northeast lot line of said Lot 29; 110.01 feet to the north boundary line of said MAIN STREET SUBDIVISION; thence, leaving said northeast lot line, S.89°28'31"W., along said north boundary line, 70.08 feet; thence, leaving said north boundary line, N.01°48'28"W., along the east boundary line of SARA J. LEWIS SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 5 of the Public Records of Pinellas County, Florida, 150.68 feet for a Point of Beginning; thence, continue, N.01°46'28"W., along the east boundary line of WELLINGTON PLACE TOWNHOUSE COMMUNITY, as recorded in Plat Book 127, Pages 82 and 83 of the Public Records of Pinellas County, Florida, 338.33 feet to the south right-of-way line of Skinner Boulevard (State Road 580) per Official Records Book 8077, Page 2135 of the Public Records of Pinellas County, Florida; thence, leaving said east boundary line of WELLINGTON PLACE TOWNHOUSE COMMUNITY, N.89°11'10"E., along said south right-of-way line, 87.81 feet; thence, leaving said south right-of-way line, S.32°29'27"E., 11.75 feet; thence, S.01°47'10"E., 139.60 feet; thence, along a curve to the right, having a radius of 89.50 feet, an arc length of 39.29 feet, a chord length of 38.77 feet and a chord bearing of S.14°24'24"W.; thence, S.30°35'57"W., 42.54 feet; thence, S.43°38'04"W., 29.51 feet; thence, along a curve to the left, having a radius of 131.00 feet, an arc length of 103.81 feet, a chord length of 101.12 feet and a chord bearing of S.20°55'53"W. to the Point of Beginning.

Containing 0.508 acres more or less.

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 1

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

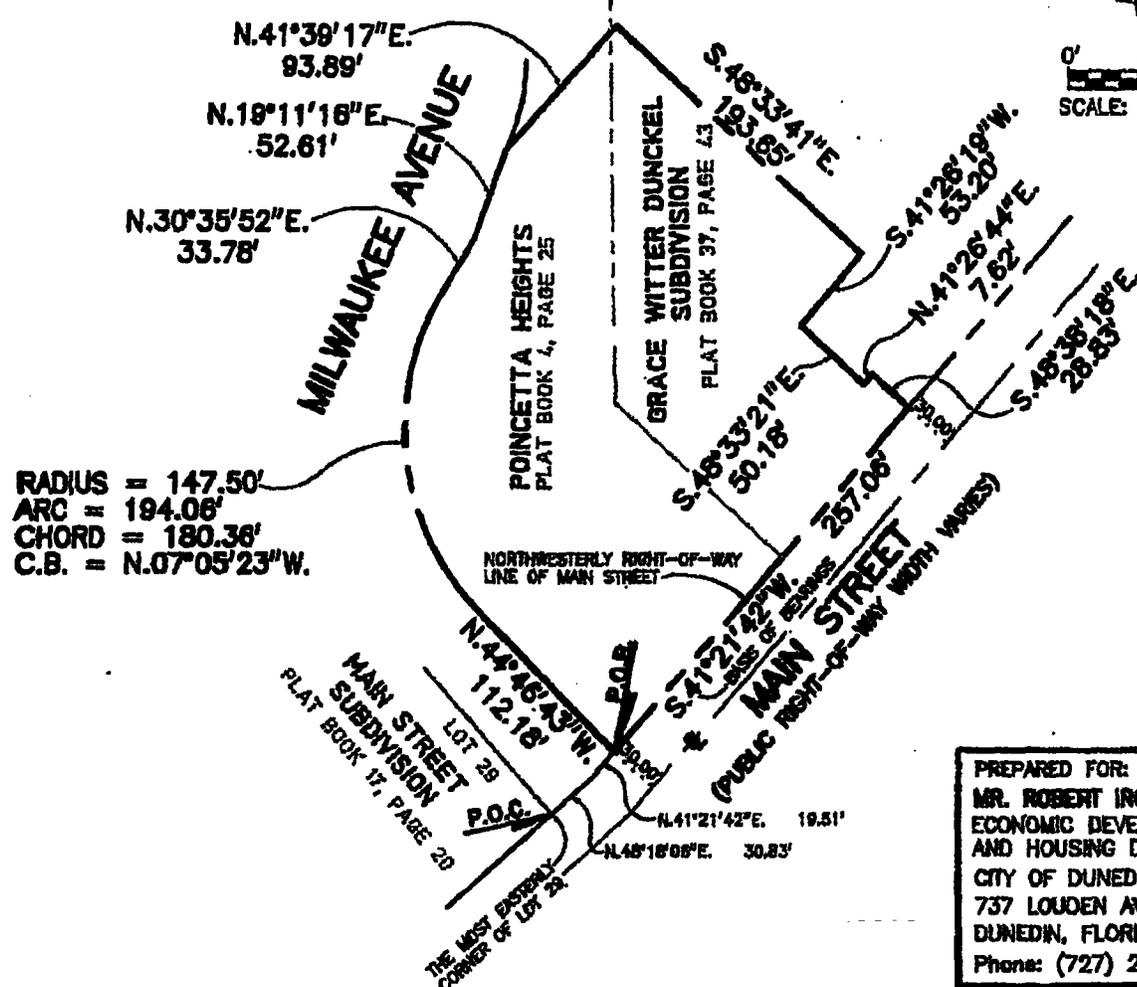
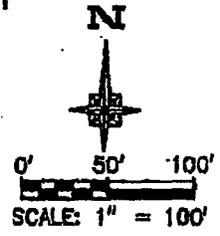
PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34898
 Phone: (727) 298-3204


LLOVERAS, BAUR & STEVENS
 ENGINEERS - SURVEYORS - PLANNERS
 #LB 000208
 28228 U.S. HIGHWAY 19 N.
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 Phone: (727) 784-3865 Fax: (727) 784-8153

REVISIONS		DRAWN BY: KB	JOB No.
		CHECKED BY: RD	35808
		APPROVED BY: 	
		DATE: 5-15-13	2 OF 2

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST



RADIUS = 147.50'
 ARC = 194.08'
 CHORD = 180.36'
 C.B. = N.07°05'23"W.

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34608
 Phone: (727) 288-3204

ABBREVIATION LEGEND	
C	= CENTERLINE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 2

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN PINELLAS COUNTY FLORIDA

APPROVED BY:

SANDY LLOVERAS
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1782
THIS IS NOT A BOUNDARY SURVEY

LLOVERAS, BAUR & STEVENS
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 20228 U.S. HIGHWAY 19 N.
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 Phone: (727) 784-3008 Fax: (727) 784-8153

REVISIONS	DESIGN BY: KB	JOB No. 35808
	CHECKED BY: RO	
	APPROVED BY:	1 OF 2
	DATE: 5-15-13	
	SCALE: 1" = 100'	

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A parcel of land lying in Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida described as follows:

Commence at the most easterly corner of Lot 29, MAIN STREET SUBDIVISION according to the plat thereof recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida said point also being on the the northwesterly right-of-way line of Main Street and run N.48°18'06"E., along said northwesterly right-of-way line, 30.83 feet; thence, N.41°21'42"E., 19.51 feet for a Point of Beginning; thence, leaving said northwesterly right-of-way line, N.44°46'43"W., 112.18 feet; thence, along a curve to the right, having a radius of 147.50 feet, an arc length of 194.06 feet, a chord length of 180.36 feet and a chord bearing of N.07°05'23"W.; thence, N.30°35'52"E., 33.78 feet; thence, N.19°11'18"E., 52.61 feet; thence, N.41°39'17"E., 93.89 feet; thence, S.48°33'41"E., 193.65 feet; thence, S.41°26'19"W., 53.20 feet; thence, S.48°33'21"E., 50.18 feet; thence, N.41°26'44"E., 7.62 feet; thence, S.48°38'18"E., 28.83 feet to the said northwesterly right-of-way line of Main Street; thence, S.41°21'42"W., along said northwesterly right-of-way line, 257.06 feet to the Point of Beginning.

Containing 1.570 acres more or less.

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 2

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204



LLOVERAS, BAUR & STEVENS

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#LS 0000208

29228 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33761

Phone: (727) 784-3885 Fax: (727) 784-8153

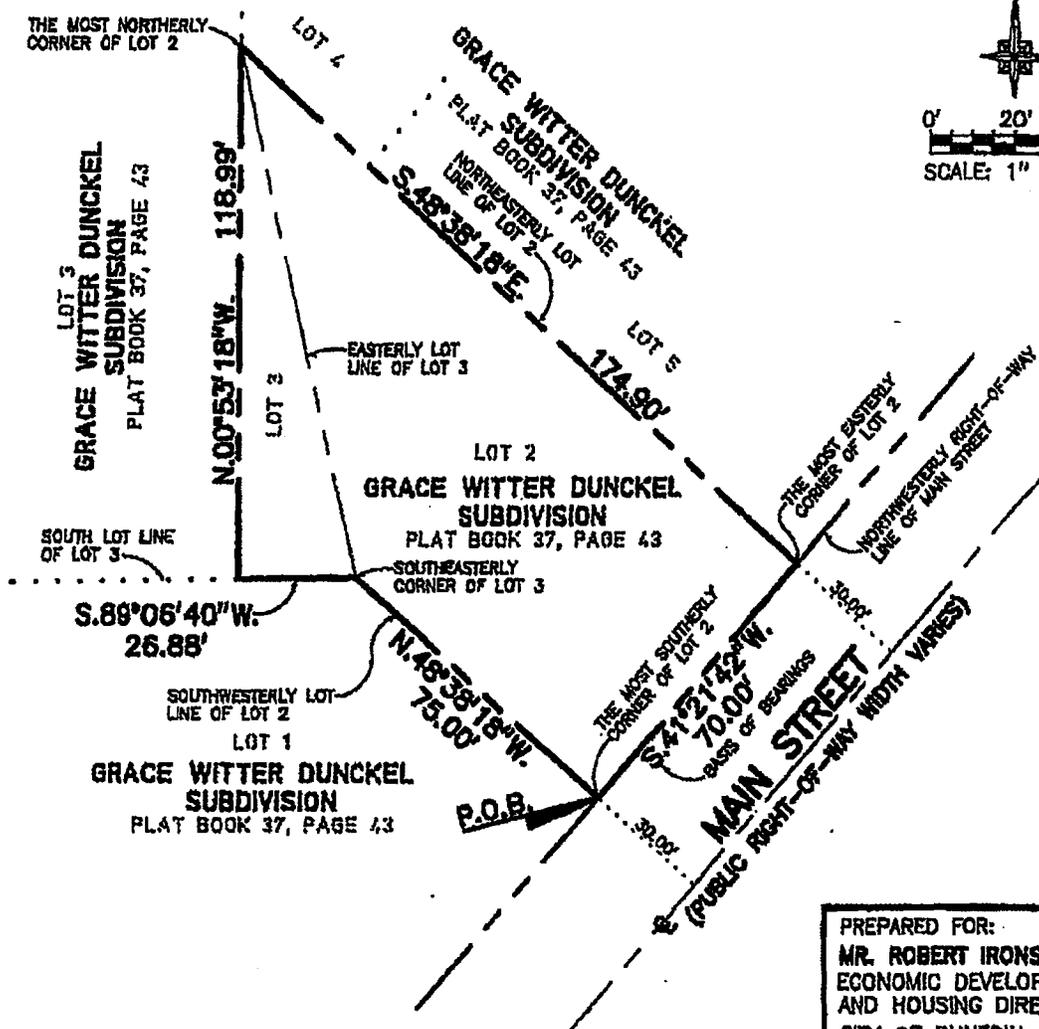
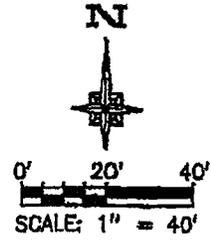
REVISIONS

	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY:	
	DATE: 6-16-13	2 OF 2

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

THE MOST NORTHERLY CORNER OF LOT 2



ABBREVIATION LEGEND	
C	= CENTERLINE
P.O.B.	= POINT OF BEGINNING

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204

CITY OF DUNEDIN - DUNEDIN GATEWAY

**LOT 3
 BOUNDARY PLAN AND DESCRIPTION**

DUNEDIN

PINELLAS COUNTY

FLORIDA

APPROVED BY:

SANDY LLOVERAS
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1762
THIS IS NOT A BOUNDARY SURVEY



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

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REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35808
	APPROVED BY:	1 OF 2
	DATE: 5-15-13	
	SCALE: 1" = 40'	

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

Lot 2 and a portion of Lot 3, GRACE WITTER DUNKEL SUBDIVISION; according to the map or plat recorded in Plat Book 37, Page 43 of the Public Records of Pinellas County, Florida, being described as follows:

Begin at the most southerly corner of said Lot 2, and run N.48°38'18"W., along the southwesterly lot line of said Lot 2, 75.00 feet to the southeasterly corner of said Lot 3; thence, leaving said southwesterly lot line, S.89°06'40"W., along the south lot line of said Lot 3, 26.88 feet; thence, leaving said south lot line, N.00°53'18"W., 118.99 feet to the most northerly corner of said Lot 2; thence, S.48°38'18"E., along the northeasterly lot line of said Lot 2, 174.90 feet to the most easterly corner of said Lot 2, also being the northwesterly right-of-way line of Main Street; thence, leaving the northeasterly lot line of said Lot 2, S.41°21'42"W., along the said northwesterly right-of-way line of Main Street, 70.00 feet to the Point of Beginning.

Containing 0.237 acres more or less.

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 3

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

PLB 0000208

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CLEARWATER, FLORIDA 33761

Phone: (727) 784-3885

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REVISIONS

	DRAWN BY: KE
	CHECKED BY: RO
	APPROVED BY:
	DATE: 5-15-13

JOB No.

35808

2 OF 2

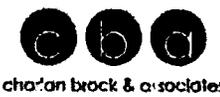
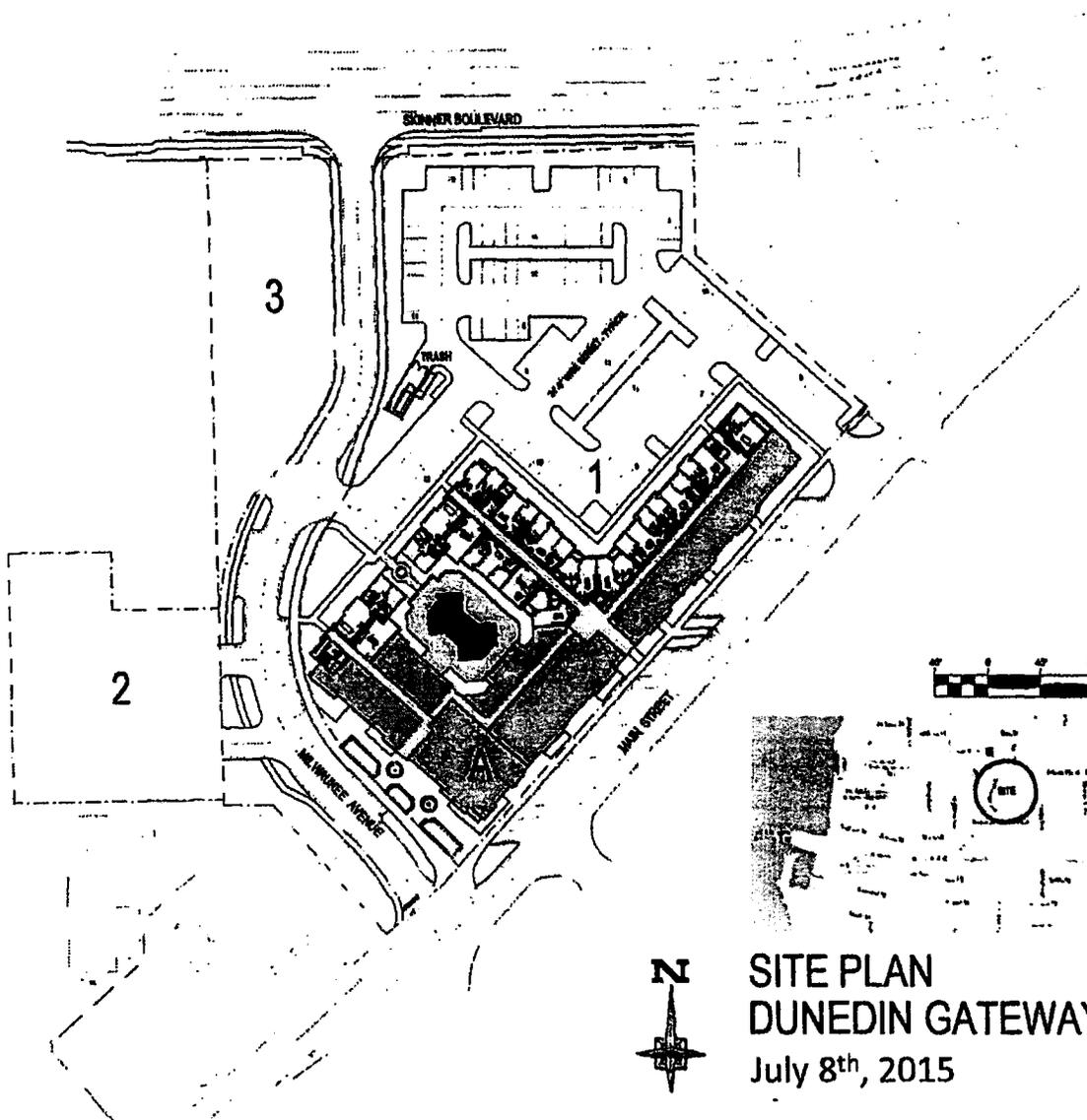
BOUNDARY PLAN AND DESCRIPTION

Exhibit "C"
Architectural Renderings
Dated July 8, 2015



July 8th, 2015

Exhibit "D"
Final Site Plan
Dated July 8, 2015



PIZZUTI

SITE DATA

PARCEL 1	+/- 3.12 ACRES
PARCEL 2	+/- 0.82 ACRES
PARCEL 3	NOT INCLUDED IN THIS APPROVAL
TOTAL	+/- 3.74 ACRES

BUILDING DATA

BUILDING A	MULTI-FAMILY	+/- 160,000 GROSS SQUARE FEET
	COMMERCIAL	+/- 14,800 GROSS SQUARE FEET
TOTAL		+/- 185,000 GROSS SQUARE FEET

PARKING DATA

USE	QUANTITY	RATIO	TOTAL
MULTI-FAMILY	+/- 128 UNITS	1 / UNIT	128 SPACES
COMMERCIAL	+/- 14,800 SQ. FT.	1 / 400 SF	37 SPACES
TOTAL REQUIRED			165 SPACES
TOTAL PROVIDED			170 SPACES **

** INCLUDES 51 ON-STREET SPACES

SETBACKS

TYPE	REQUIRED	PROVIDED
FRONT (PRINCIPLE)	NONE	5' / 10'
FRONT (SECONDARY)	NONE	6' MINIMUM
SIDE	NONE	5' MINIMUM
REAR	NONE	NOT APPLICABLE



SITE PLAN
DUNEDIN GATEWAY
 July 8th, 2015

Exhibit "E"
Impact Fee Credits to be Granted
And Concurrency Reservations

Concurrency Reservations – Concurrency is hereby reserved in the following public facilities and services as needed to serve the Project:

Law Enforcement and Fire Facility (Flow)
Stormwater Drainage
Wastewater
Potable Water
Solid Waste
Parks and Recreation
Transportation and Mass Transit

Impact Fee Credits:

For Project: For transportation and law enforcement and fire facility (flow) impact fees:

Law enforcement and fire facility impact fee credit equal to fifty percent (50%) of the amount required by City code, up to a maximum of \$25,000.00.

Transportation/mass transit impact fee credit of \$134,000.00 for the dedication of the right of way that serves as the Milwaukee Avenue extension.

Exhibit "F"
Restrictive Covenant

Rec. 86.50

11/04/08

Prepared By and Return To:
Frazer, Hubbard, Brandt, Trask & Yacavone, L.L.P.
Attention: John G. Hubbard, Esq.
595 Main Street
Dunedin, Florida 34698

DECLARATION OF RESTRICTIVE COVENANTS

GATEWAY DEVELOPMENT

PIZZUTI DUNEDIN, LLC / CITY OF DUNEDIN

KNOW ALL MEN BY THESE PRESENTS that PIZZUTI DUNEDIN LLC, a Ohio Limited Liability Company authorized to transact business in the State of Florida, hereinafter referred to as "Owner", is the owner and developer of certain real property located in the City of Dunedin, Pinellas County, Florida, more particularly described as per Exhibit "A" attached. Said land hereinafter referred to as "Property" (consisting of the Phase I, Prime and Paty properties).

Said Owner does hereby make the following Declaration of Restrictive Covenants (hereinafter the "Declaration") covering the said Property, specifying that this Declaration shall constitute a covenant running with the Property, and that this Declaration shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner, and its assigns and successors in title. These restrictions shall be for the benefit of and limitation upon all present and future owners of the Property described herein, and shall be for the benefit of the City of Dunedin, Florida, a municipal corporation of the State of Florida.

RECITALS

WHEREAS, the Owner and the City of Dunedin have heretofore entered into a Development Agreement. Said Development Agreement is recorded in O.R. Book 16381 at page 1287, in the public records of Pinellas County, Florida consisting of forty-five (45) pages; and

11/04/08

WHEREAS, the said Development Agreement requires the Owner to execute this Declaration pursuant to paragraphs 7, 23, and 31 of said Development Agreement and it is the purpose of this Declaration to constitute the "Restrictive Covenant" required by said Development Agreement; and

WHEREAS, this Declaration will be applicable to the Property and the Phase II property and Future Acquisition Parcel (if acquired by Owner in the future in accordance with the terms of the Development Agreement on or before September 15, 2011, for the Phase II property, and on or before April 30, 2013, for the Future Acquisition Parcel) as such properties are legally described and referred to in the said Development Agreement; and

WHEREAS, if the Phase II property and/or the Future Acquisition Parcel are acquired by Owner by the dates hereinabove stated, such properties will thereafter be considered part of the "Property" for purposes of this Declaration; and

WHEREAS, if it is determined to be legally necessary to rerecord this Declaration in order to effectuate an amendment to this Declaration incorporating the Phase II property and Future Acquisition Parcel in order for this Declaration to attach to those properties, the parties have agreed and do by this Declaration agree to record such instruments as are necessary to bind said lands to the restrictions and obligations set forth in this Declaration.

The restrictions placed on the Property above referred to in the Recitals (which Recitals are incorporated herein by reference), and constituting a covenant running with the Property, are as follows:

1. That the Owner is presently developing and will develop in the future a mixed use development on the Property pursuant to that certain Development Agreement between the City of Dunedin and the Owner referred to hereinabove. This Declaration shall be applicable to the Phase II property and Future Acquisition Parcel if they are acquired by the Owner within the periods

11/04/08

described hereinabove. This Declaration shall be applicable to such lands and bind such lands as of the date of their acquisitions and shall not be subject to limitation because of any mortgages, encumbrances or liens attaching to the Property as of the date of recording of this Declaration or anytime thereafter and all mortgagees, lienors, and other persons are put on notice of the covenants set forth in this Declaration. This Declaration will be recorded in the Public Records of Pinellas County, Florida immediately following the recording of the deed from the City of Dunedin conveying the Phase I property and before any mortgage encumbering the Property.

2. The executory features and obligations set forth in the Development Agreement and the Final Site Plan are incorporated herein and all specific agreements, limitations, covenants, obligations and other terms of that said Development Agreement are incorporated herein by reference and shall constitute covenants running with the Property.
3. The Property will be developed in conformance with the site plans, architectural renderings, parking limitations and other terms and conditions of the said Development Agreement as are applicable pursuant to the specific terms and conditions of said Development Agreement.
4. The Owner shall improve the Property only for such purposes and uses as are otherwise set forth in the said Development Agreement and in accordance with the Site Plans and other requirements referred to therein.
5. The Owner warrants and represents that it is the sole and exclusive fee simple owner of the Property as of the date hereof, and that the Phase II property and Future Acquisition Parcel, which are addressed in the Final Site Plan approved by the City of Dunedin on September 4, 2008, which is attached to the Development Agreement as Exhibit "E", including without

11/04/08

limitation the landscaping plans dated June 30, 2008, which are incorporated into said Development Agreement, will be subject to this Declaration upon the acquisition of same by Owner. The Architectural Renderings and Final Site Plan reflect an architectural style of buildings to be built on the Property, including exterior materials, building height of two and three story configurations, roofing system and color scheme, which are all material to this Declaration.

6. The development of the Property shall be completed in accordance with the development schedule that is attached to the Development Agreement as Exhibit "I." All development shall be completed in its entirety, and all structures constructed on the Property shall be constructed in compliance with the terms of the Final Site Plan and the Development Agreement; the uses allowed on the Property are limited as set forth in the Final Site Plan and the Development Agreement; such restrictions and controls set forth in the Development Agreement shall be continued and enforceable in accordance with their terms.
7. The provisions of paragraph 23 of the Development Agreement are incorporated herein by reference and shall be applicable to the Property.
8. Parking areas on the Property may be used during City of Dunedin special events occurring after 6:00 p.m. in downtown Dunedin by the public, provided such use does not unreasonably interfere with the Owner's, businesses', and tenants' use of the Property. No employee parking will be allowed on Main Street at any time. The Owner and its successors and assigns will not allow restrictions on parking within the Property to be allocated for specific businesses.

11/04/08

9. The Owner warrants and represents that it is the sole and exclusive fee simple owner of the Property as of the date hereof, and that this Declaration will be superior to any and all mortgages, or other liens or encumbrances except for those encumbrances affecting title to the Phase I property at the time that the City of Dunedin conveyed the Phase I property to Owner. This Declaration and the restrictions contained herein shall be applicable to the Property, including the Phase II property and the Future Acquisition Parcel if acquired by Owner in accordance with the terms of the Development Agreement.
10. The Owner represents that nothing contained in this Declaration is barred or prohibited by any other contractual arrangement to which it is now a party or to which it may become a party in the future, or by the rights of a contract holder, lien holder, mortgage holder or any other party with a direct or contingent interest, legal or equitable, in the Property.
11. The City of Dunedin is deemed to have a beneficial interest in this Declaration. No modifications or amendments to this Declaration shall be effective without the joinder and consent of the City of Dunedin, which joinder and consent shall be solely within the legislative discretion of the City of Dunedin, and shall be in written form appropriate to be recorded in the Public Records of Pinellas County, Florida.

The City of Dunedin shall be fully entitled to enforce the covenants and restrictions herein contained, which are for the benefit of the public safety, health and welfare. In the event that any of the covenants or restrictions contained in this Declaration are violated by the Owner, or its successors, or assigns, if any such violation is not corrected within thirty (30) calendar days from the date of notification of such violation, unless such correction is

11/04/08

Impossible to correct within such period of time, the City of Dunedin may proceed with legal remedies other than a claim for money damages, and all equitable remedies, including the use of the office of the City Attorney, to correct such violation, to proceed through an administrative agency, a court of competent jurisdiction, or any other permitted source of remedy. In the event that the City of Dunedin seeks to enforce the terms of this Declaration as provided in this paragraph, the prevailing party in such action shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs at mediation, trial and through any appellate proceedings.

12. Enforcement of this Declaration by any party hereto may be by an action at law, except for a claim for money damages, or in equity against any person or persons violating or attempting to violate any portion of this Declaration, either to restrain a violation, or to require compliance, by injunction or otherwise, with the terms hereof. The prevailing party in such action shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs at mediation, trial and through any appellate proceedings.
13. There are no third party beneficiaries to this Declaration.
14. An invalidation of any portion of this Declaration by a judgment of a court of competent jurisdiction shall in no wise affect any of the other provisions of this Declaration, which are to remain in full force and effect.
15. This Declaration shall be recorded in the Public Records of Pinellas County, Florida in a manner and in such a time that it shall be fully effective as to all of the Property.
16. This Declaration may be executed in one or more counterparts, but all such counterparts, when taken together, shall constitute but one and the same agreement.

11/04/08

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5th day of November, 2008.

Witnesses:

PIZZUTI DUNEDIN LLC, AN OHIO LIMITED LIABILITY COMPANY

[Signature]
Print Name: Ron G. Scattino

By: [Signature]
Name: Scott B. West
Title: Senior Vice President

[Signature]
Print Name: Jenny Villacres

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 5th day of November, 2008, by Scott B. West, Senior Vice President of Pizzuti Dunedin LLC, () who is personally known to me or () who has produced a _____ driver's license or _____ as identification.



DONALD CURRIER
Notary Public, State of Ohio
My Commission Expires 04-10-09

[Signature]
Notary Public
My Commission Expires: 1-19-09

EXHIBIT "A"

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

Lot 2 and a portion of Lot 3, GRACE WITTER DUNKEL SUBDIVISION, according to the map or plat recorded in Plat Book 37, Page 43 of the Public Records of Pinellas County, Florida, being described as follows:

Begin at the most southerly corner of said Lot 2, and run N.48°38'18"W., along the southwesterly boundary line of said Lot 2, 75.00 feet to the southeasterly corner of said Lot 3; thence, leaving said southwesterly boundary line, S.89°08'40"W., along the south boundary line of said Lot 3, 26.88 feet; thence, leaving said south boundary line, N.00°53'18"W., 118.99 feet to the most northerly corner of said Lot 2; thence, S.48°38'18"E., along the northeasterly boundary line of said Lot 2, 174.90 feet to the most easterly corner of said Lot 2, also being the northerly right-of-way line of Main Street; thence, leaving the northeasterly boundary line of said Lot 2, S.41°21'42"W., along the northerly right-of-way line of Main Street, 70.00 feet to the Point of Beginning.

Containing 0.237 acres more or less.

DUNEDIN GATEWAY
ELIZABETH BOWEN PATY PARCEL
BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
THE PIZZUTI COMPANIES
 c/o MR. THOMAS A. HARMER
 LINCOLN PLAZA
 300 SOUTH ORANGE AVENUE
 SUITE 1500
 ORLANDO, FLORIDA 32801
 Phone: (407) 841-0000

LLOVERAS, BAUR & STEVENS
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REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35237
	APPROVED BY:	
	DATE: 11-3-08	2 OF 2

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

Lot 31, MAIN STREET SUBDIVISION according to the Plat thereof recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida.

Together with the following described properties:

Beginning in North line of Main Street in City of Dunedin 40.7 feet north of Southwest corner of Northwest 1/4 of Southeast 1/4 of the Southeast 1/4 of 27-28-15, run thence Northeasterly along North line of Main Street 35 feet, thence at right angles 34.2 feet to West line of said Southeast 1/4 of Southeast 1/4, thence South along said West line 49 feet to Point of Beginning; and also from the Northeast corner of said MAIN STREET SUBDIVISION as a Point of Beginning, proceed Northerly 11.13 feet to an intersection with an extension of the South line of Lot 9, POINCETTA HEIGHTS, as recorded in Plat Book 4, Page 25, of the Public Records of Pinellas County, Florida; thence Westerly along the Southerly boundary of said Lot 9 and its extension thereof, 56.60 feet; thence Southerly to an intersection with the Northwest corner of Lot 31 of MAIN STREET SUBDIVISION; thence Easterly 58.01 feet along the Northerly line of MAIN STREET SUBDIVISION to the Point of Beginning.

Containing 0.071 acres more or less.

DUNEDIN GATEWAY
PRIME PARCEL
BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
THE PIZZUTI COMPANIES
 c/o MR. THOMAS A. HARMER
 LINCOLN PLAZA
 300 SOUTH ORANGE AVENUE
 SUITE 1500
 ORLANDO, FLORIDA 32801
 Phone: (407) 841-0000



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

FLB 0000208

29228 U.S. HIGHWAY 19 N.

CLEARWATER, FLORIDA 33761

Phone: (727) 784-3885

Fax: (727) 784-8153

REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RO	35237
	APPROVED BY:	
	DATE: 11-3-08	2 OF 2

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A parcel of land lying in Section 27, Township 28 South, Range 15 East, City of Dunedin, Pinellas County, Florida, described as follows:

Commence at a point on the northerly right-of-way line of Main Street, a public roadway, and the most easterly property corner of Lot 30, MAIN STREET SUBDIVISION, as recorded in Plat Book 17, Page 20, Public Records of Pinellas County, Florida, thence, run N48°18'08"E., along the northerly right-of-way line of said MAIN STREET SUBDIVISION, 5.01 feet; thence, continue, N.41°21'42"E., along said northerly right-of-way line, 30.50 feet for a Point of Beginning, thence, leaving said northerly right-of-way line, N.47°38'18"W., 33.93 feet to the east boundary line of Lot 31 of said MAIN STREET SUBDIVISION; thence, N.01°33'03"W., along said east line of Lot 31 and its northerly extension, 27.41 feet; thence, S.89°06'42"W., along a line parallel to the north line of said Lot 31, 59.05 feet; thence, S.15°11'56"E., 10.68 feet to the north boundary line of said MAIN STREET SUBDIVISION, also being the northwest corner of said Lot 31; thence, S.41°41'54"E., along the southwest boundary line of said Lot 31, 87.42 feet to the northerly right-of-way line of Main Street; thence, leaving said southwest boundary line, S.48°18'06"W., along said northerly right-of-way line, 25.82 feet to the most southerly corner of Lot 30 of said MAIN STREET SUBDIVISION; thence, leaving said northerly right-of-way line, N.41°41'54"W., along the southwest boundary line of said Lot 30, 110.01 feet to the northwest corner of said Lot 30; thence, leaving said southwest boundary line, S.89°29'31"W., along said north boundary line of said MAIN STREET SUBDIVISION; 70.08 feet; thence, leaving said north boundary line, N.01°46'28"W., along the west boundary line of POINCETTA HEIGHTS, according to the plat thereof recorded in Plat Book 4, Page 25 of the Public Records of Pinellas County, Florida, 488.99 feet to the south right-of-way line of Skinner Boulevard (State Road 580); thence, leaving said west boundary line of POINCETTA HEIGHTS, N.89°11'10"E., along the said south right-of-way line, 133.62 feet; thence, leaving said south right-of-way line, S.01°47'10"E., 148.92 feet; thence, along a curve to the right, having a radius of 109.50 feet, an arc length of 52.42 feet, a chord length of 51.92 feet and a chord bearing of S.11°55'41"W., to the cusp of said curve; thence, N.41°39'17"E., 93.89 feet; thence, S.48°33'41"E., 193.65 feet; thence, S.41°26'19"W., 53.20 feet; thence, S.48°33'21"E., 50.18 feet; thence, N.41°26'44"E., 7.62 feet; thence, S.48°38'18"E., 28.83 feet to the northerly right-of-way line of Main Street; thence, S.41°21'42"W., along said northerly right-of-way line, 246.06 feet to the Point of Beginning.

Containing 2.775 acres more or less.

DUNEDIN GATEWAY
CITY OF DUNEDIN – WEST PARCEL
BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
THE PIZZUTI COMPANIES
 c/o MR. THOMAS A. HARMER
 LINCOLN PLAZA
 300 SOUTH ORANGE AVENUE
 SUITE 1500
 ORLANDO, FLORIDA 32801
 Phone: (407) 841-0000



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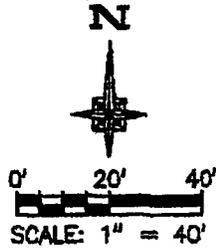
REVISIONS	DRAWN BY: KB	JOB No. 35237
	CHECKED BY: RO	
	APPROVED BY: <i>[Signature]</i>	2 OF 2
	DATE: 11-3-08	

BOUNDARY PLAN AND DESCRIPTION

Exhibit "G"

Jernigan Parcel

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST



PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204

14
SARA J. LEWIS
SUBDIVISION
 PLAT BOOK 3, PAGE 5

WELLINGTON PLACE
TOWNHOUSE
COMMUNITY
 PLAT BOOK 127,
 PAGES 82 & 83

N.89°11'53"E.
 78.63'

S.01°32'14"E.
 43.74'

N.89°04'54"E.
 82.14'

14
SARA J. LEWIS SUBDIVISION
 PLAT BOOK 3, PAGE 5

WEST BOUNDARY LINE
 OF WELLINGTON PLACE
 TOWNHOUSE COMMUNITY

WEST BOUNDARY LINE OF
 POINSETTA HEIGHTS

EASTERLY BOUNDARY
 LINE OF LOT 14

LOT 14

LOT 13

SARA J. LEWIS SUBDIVISION
 PLAT BOOK 3, PAGE 5

POINSETTA HEIGHTS
 PLAT BOOK 4, PAGE 25

N.01°32'14"W.

SOUTH BOUNDARY
 LINE OF LOT 14

SOUTH BOUNDARY
 LINE OF LOT 13

S.01°46'28"E.
 BASIS OF BEARINGS

N.01°48'28"W. 4.64'

S.89°04'54"W.

161.37'

S.89°28'31"E.
 35.80'

21

32

NORTH BOUNDARY LINE OF
 MAIN STREET SUBDIVISION

MAIN STREET SUBDIVISION
 PLAT BOOK 17, PAGE 20

MOST NORTHEASTERLY
 CORNER OF LOT 28

ABBREVIATION LEGEND

P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT

CITY OF DUNEDIN - DUNEDIN GATEWAY

LOT 5

BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

APPROVED BY:

SANDY LLOVERAS
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 1762
THIS IS NOT A BOUNDARY SURVEY

LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

FLB 0000208

29228 U.S. HIGHWAY 19 N.

CLEARWATER, FLORIDA 33761

Phone: (727) 784-3965

Fax: (727) 784-8153

REVISIONS

DRAWN BY: KB

JOB No.

CHECKED BY: RO

35808

APPROVED BY:

1 OF 2

DATE: 5-15-13

SCALE: 1" = 40'

BOUNDARY PLAN AND DESCRIPTION

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION:

A portion of Lots 13 and 14, SARA J. LEWIS SUBDIVISION as recorded in Plat Book 3, Page 5 of the Public Records of Pinellas County, Florida, described as follows:

Commence at the most northeasterly corner of Lot 28, MAIN STREET SUBDIVISION, as recorded in Plat Book 17, Page 20 of the Public Records of Pinellas County, Florida and run S.89°29'31"W., along the north boundary line of said Plat, 36.85 feet; thence, N.01°46'28"W., 4.64 feet for a Point of Beginning; thence S.89°04'54"W., along the south boundary line of said Lot 13 and Lot 14, 161.37 feet; thence, N.01°32'14"W., 189.91 feet; thence, N.89°11'53"E., 78.63 feet to the west boundary line of WELLINGTON PLACE TOWNHOUSE COMMUNITY, as recorded in Plat Book 127, Pages 82 and 83 of the Public Records of Pinellas County, Florida; thence, S.01°32'14"E., along said west boundary line, 43.74 feet; thence, leaving said west boundary line, N.89°04'54"E., along the south boundary line of said WELLINGTON PLACE TOWNHOUSE COMMUNITY, 82.14 feet to the west boundary line of POINSETTA HEIGHTS, as recorded in Plat Book 4, Page 25 of the Public Records of Pinellas County, Florida; thence, S.01°46'28"E., along said west boundary line, 146.02 feet to the Point of Beginning.

Containing 0.619 acres more or less.

CITY OF DUNEDIN - DUNEDIN GATEWAY
LOT 5
BOUNDARY PLAN AND DESCRIPTION

DUNEDIN

PINELLAS COUNTY

FLORIDA

PREPARED FOR:
MR. ROBERT IRONSMITH
 ECONOMIC DEVELOPMENT
 AND HOUSING DIRECTOR
 CITY OF DUNEDIN
 737 LOUDEN AVENUE
 DUNEDIN, FLORIDA 34698
 Phone: (727) 298-3204



LLOVERAS, BAUR & STEVENS

ENGINEERS - SURVEYORS - PLANNERS

#LB 0000208

29228 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33761

Phone: (727) 784-3845 Fax: (727) 784-8153

REVISIONS	DRAWN BY: KB	JOB No.
	CHECKED BY: RC	35808
	APPROVED BY:	2 OF 2
	DATE: 5-15-13	

BOUNDARY PLAN AND DESCRIPTION

Exhibit "H"

PROJECT SCHEDULE

ALL WORK TO BE CONSISTENT WITH THE FINAL SITE PLAN AND DEVELOPMENT AGREEMENT.

- Developers to initiate site preparation on Property, no later than December 31, 2015.
- Developers to initiate vertical construction by July 1, 2016.
- Developers to complete construction of residential units and commercial space by July 1, 2017.

ORDINANCE 15-35

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 1265, 1267, 1269, 1271, 1275, 1277, 1279, 1283, 1285, 1287, 1289, 1291, 1293, 1295, 1297, 1299, 1301, 1305, 1307, 2000, 2032, 2046, 2056, 2058, 2424, 2430, 2432, 2434 AND 2436 BAYSHORE BOULEVARD, 1040 BROADWAY, 1230, 1237, 1385 AND 1391 LADY MARION LANE, 1005, 1041, 1042, 1043, 1045, 1050, 1056, 1075, 1101, 1103, 1105, 1107, 1121, 1123, 1125, 1127, 1140, 1143, 1153, 1177, 1250, 1260, 1274, 1276, 1278, 1280, 1299, 1300, 1302, 1320, 1334, 1336, 1338, 1340, 1342, 1344, 1346, 1348, 1350, 1351, 1352, 1353, 1355, 1357, 1359, 1361, 1363, 1365, 1367, 1369, 1370, 1371, 1375, 1377, 1379, 1381, 1383, 1385, 1393, 1396, 1397, 1398, 1401, 1403, 1405, 1407, 1409, 1410 AND 1411 MAIN STREET, 1430, 1251, 1355, 1360, 1370, 1380, 1395, 1410, 1412, 1414, 1415, 1418, 1422 AND 1519 PINEHURST ROAD, 1220, 1226, 1389 AND 1391 ROBIN HOOD LANE, 1395 S LOTUS DRIVE, AND 1261, 1270, 1271, 1273, 1275, 1277, 1279, 1281, 1283, 1285, 1289, 1291 AND 1326 SAN CHRISTOPHER DRIVE FROM GENERAL BUSINESS (GB) TO FORM-BASED MEDIUM (FX-M); REZONING CERTAIN REAL PROPERTY LOCATED AT 101 PATRICIA AVENUE FROM SINGLE-FAMILY RESIDENTIAL (R-60) TO FORM-BASED MEDIUM (FX-M); REZONING CERTAIN REAL PROPERTY LOCATED AT 1101 BROADWAY, 1952, 1956 (PARCEL ID NUMBERS 22-28-15-73161-0000-021 AND 22-28-15-73161-0000-022), 1960, 1964, 1968, 1972 (PARCEL ID NUMBERS 22-28-15-73161-0000-061 AND 22-28-15-73161-0000-062), 2001, 2200, 2260, 2262 AND 2264 BAYSHORE BOULEVARD, 1425 AND 1463 PINEHURST ROAD, AND 1240 AND 1251 SAN CHRISTOPHER DRIVE FROM NEIGHBORHOOD BUSINESS (NB) TO FORM-BASED MEDIUM (FX-M); REZONING CERTAIN REAL PROPERTY LOCATED AT 1059 BROADWAY, 1100 NEW YORK AVENUE AND 1410 SANTA ANNA DRIVE FROM GENERAL OFFICE (GO) TO FORM-BASED MEDIUM (FX-M); REZONING CERTAIN REAL PROPERTY LOCATED AT 1123, 1139, 1141, 1143, 1147, 1153, 1157 AND 1159 PINEHURST ROAD, AND 1301 AND 1305 N LOTUS DRIVE FROM MULTIFAMILY (MF-7.5) TO FORM-BASED MEDIUM (FX-M); REZONING CERTAIN REAL PROPERTY LOCATED AT 326 ALBERT STREET FROM MULTIFAMILY (MF-15) TO FORM-BASED MEDIUM (FX-M); REZONING CERTAIN REAL

PROPERTY LOCATED AT 360 DOUGLAS AVENUE FROM MUNICIPAL PUBLIC LANDS (MPL) TO FORM-BASED MEDIUM (FX-M); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City staff has requested that the properties described herein be rezoned from General Business (GB), Single-family Residential (R-60), Neighborhood Business (NB), General Office (GO), Multifamily (MF-7.5), Multifamily (MF-15) and Municipal Public Lands (MPL) to Form-Based Medium (FX-M); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real properties, and has recommended that the zoning request be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from General Business (GB) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

1265 Bayshore Boulevard
1267 Bayshore Boulevard
1269 Bayshore Boulevard
1271 Bayshore Boulevard
1275 Bayshore Boulevard
1277 Bayshore Boulevard
1279 Bayshore Boulevard
1283 Bayshore Boulevard
1285 Bayshore Boulevard
1287 Bayshore Boulevard
1289 Bayshore Boulevard
1291 Bayshore Boulevard
1293 Bayshore Boulevard
1295 Bayshore Boulevard
1297 Bayshore Boulevard

1299 Bayshore Boulevard
1301 Bayshore Boulevard
1305 Bayshore Boulevard
1307 Bayshore Boulevard
2000 Bayshore Boulevard
2032 Bayshore Boulevard
2046 Bayshore Boulevard
2056 Bayshore Boulevard
2058 Bayshore Boulevard
2424 Bayshore Boulevard
2430 Bayshore Boulevard
2432 Bayshore Boulevard
2434 Bayshore Boulevard
2436 Bayshore Boulevard
1040 Broadway
1230 Lady Marion Lane
1237 Lady Marion Lane
1385 Lady Marion Lane
1391 Lady Marion Lane
1005 Main Street
1041 Main Street
1042 Main Street
1043 Main Street
1045 Main Street
1050 Main Street
1056 Main Street
1075 Main Street
1101 Main Street
1103 Main Street
1105 Main Street
1107 Main Street
1121 Main Street
1123 Main Street
1125 Main Street
1127 Main Street
1140 Main Street
1143 Main Street
1153 Main Street

1177 Main Street
1250 Main Street
1260 Main Street
1274 Main Street
1276 Main Street
1278 Main Street
1280 Main Street
1299 Main Street
1300 Main Street
1302 Main Street
1320 Main Street
1334 Main Street
1336 Main Street
1338 Main Street
1340 Main Street
1342 Main Street
1344 Main Street
1346 Main Street
1348 Main Street
1350 Main Street
1351 Main Street
1352 Main Street
1353 Main Street
1355 Main Street
1357 Main Street
1359 Main Street
1361 Main Street
1363 Main Street
1365 Main Street
1367 Main Street
1369 Main Street
1370 Main Street
1371 Main Street
1375 Main Street
1377 Main Street
1379 Main Street
1381 Main Street
1383 Main Street

1385 Main Street
1393 Main Street
1396 Main Street
1397 Main Street
1398 Main Street
1401 Main Street
1403 Main Street
1405 Main Street
1407 Main Street
1409 Main Street
1410 Main Street
1411 Main Street
1430 Pinehurst Road
1251 Pinehurst Road
1355 Pinehurst Road
1360 Pinehurst Road
1370 Pinehurst Road
1380 Pinehurst Road
1395 Pinehurst Road
1410 Pinehurst Road
1412 Pinehurst Road
1414 Pinehurst Road
1415 Pinehurst Road
1418 Pinehurst Road
1422 Pinehurst Road
1519 Pinehurst Road
1220 Robin Hood Lane
1226 Robin Hood Lane
1389 Robin Hood Lane
1391 Robin Hood Lane
1395 S Lotus Drive
1261 San Christopher Drive
1270 San Christopher Drive
1271 San Christopher Drive
1273 San Christopher Drive
1275 San Christopher Drive
1277 San Christopher Drive
1279 San Christopher Drive

1281 San Christopher Drive
1283 San Christopher Drive
1285 San Christopher Drive
1289 San Christopher Drive
1291 San Christopher Drive
1326 San Christopher Drive

Section 2: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Single-Family Residential (R-60) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

101 Patricia Avenue

Section 3: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Neighborhood Business (NB) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

1101 Broadway
1952 Broadway
1956 Broadway (Parcel ID Number 22-28-15-73161-0000-021)
1956 Broadway (Parcel ID Number 22-28-15-73161-0000-022)
1960 Broadway
1964 Broadway
1968 Broadway
1972 Broadway (Parcel ID Number 22-28-15-73161-0000-061)
1972 Broadway (Parcel ID Number 22-28-15-73161-0000-062)
2001 Broadway
2200 Broadway
2260 Broadway
2262 Broadway
2264 Bayshore Boulevard
1425 Bayshore Boulevard
1463 Pinehurst Road
1240 San Christopher Drive
1251 San Christopher Drive

Section 4: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from

General Office (GO) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

1059 Broadway
1100 New York Avenue
1410 Santa Anna Drive

Section 5: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Multifamily (MF-7.5) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

1123 Pinehurst Road
1139 Pinehurst Road
1141 Pinehurst Road
1143 Pinehurst Road
1147 Pinehurst Road
1153 Pinehurst Road
1157 Pinehurst Road
1159 Pinehurst Road
1301 N Lotus Drive
1305 N Lotus Drive

Section 6: That from and after the effective date of the within Ordinance, the following described real properties shall hereby be rezoned from Multifamily (MF-15) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

326 Albert Street

Section 7: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from Municipal Public Lands (MPL) to Form-Based Medium (FX-M), as said zoning classification is more particularly described in Dunedin's Land Development Code:

360 Douglas Avenue

Section 8: That Exhibit "A" attached hereto and incorporated herein reflects the addresses, parcel identification numbers and present and proposed zoning categories of the properties affected by this zoning Ordinance.

Section 9: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: December 03, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

ORDINANCE 15-35
EXHIBIT "A"

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
1265	BAYSHORE BLVD			272815546120000190	GB	FX-M
1267	BAYSHORE BLVD			272815546120000190	GB	FX-M
1269	BAYSHORE BLVD			272815546120000190	GB	FX-M
1271	BAYSHORE BLVD			272815546120000190	GB	FX-M
1275	BAYSHORE BLVD			272815546120000200	GB	FX-M
1277	BAYSHORE BLVD			272815546120000200	GB	FX-M
1279	BAYSHORE BLVD			272815546120000200	GB	FX-M
1283	BAYSHORE BLVD			272815546120000200	GB	FX-M
1285	BAYSHORE BLVD		1/2	272815546120000200	GB	FX-M
1287	BAYSHORE BLVD			272815546120000200	GB	FX-M
1289	BAYSHORE BLVD			272815546120000200	GB	FX-M
1291	BAYSHORE BLVD			272815546120000200	GB	FX-M
1293	BAYSHORE BLVD			272815546120000220	GB	FX-M
1295	BAYSHORE BLVD			272815546120000220	GB	FX-M
1297	BAYSHORE BLVD			272815546120000220	GB	FX-M
1299	BAYSHORE BLVD			272815546120000220	GB	FX-M
1299	BAYSHORE BLVD		1/2	272815546120000220	GB	FX-M
1299	BAYSHORE BLVD			272815546120000220	GB	FX-M
1301	BAYSHORE BLVD			272815546120000220	GB	FX-M
1301	BAYSHORE BLVD			272815546120000220	GB	FX-M
1305	BAYSHORE BLVD			272815546120000220	GB	FX-M
1307	BAYSHORE BLVD			272815546120000220	GB	FX-M
2000	BAYSHORE BLVD			222815366120000141	GB	FX-M
2032	BAYSHORE BLVD			222815366120000100	GB	FX-M
2046	BAYSHORE BLVD			222815366120000070	GB	FX-M
2056	BAYSHORE BLVD			222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	1	222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	2	222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	3	222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	4	222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	5	222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	6	222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	7	222815366120000040	GB	FX-M
2058	BAYSHORE BLVD	UNIT	8	222815366120000040	GB	FX-M
2424	BAYSHORE BLVD			152815057420000010	GB	FX-M
2424	BAYSHORE BLVD			152815057420000010	GB	FX-M
2430	BAYSHORE BLVD			152815057420000013	GB	FX-M
2432	BAYSHORE BLVD			152815057420000012	GB	FX-M
2434	BAYSHORE BLVD			152815057420000012	GB	FX-M
2436	BAYSHORE BLVD			152815057420000012	GB	FX-M
1040	BROADWAY			272815230580090110	GB	FX-M
1230	LADY MARION LN	UNIT	A	262815806760050010	GB	FX-M
1230	LADY MARION LN	UNIT	B	262815806760050010	GB	FX-M
1230	LADY MARION LN	UNIT	C	262815806760050010	GB	FX-M
1230	LADY MARION LN	UNIT	G	262815806760050010	GB	FX-M

ORDINANCE 15-35
EXHIBIT "A"

1237	LADY MARION LN			262815806760060070	GB	FX-M
1385	LADY MARION LN			262815806760030020	GB	FX-M
1391	LADY MARION LN			262815806760030010	GB	FX-M
1005	MAIN ST			262815720900020010	GB	FX-M
1041	MAIN ST			262815720900020030	GB	FX-M
1042	MAIN ST	UNIT	201	262815000003100300	GB	FX-M
1043	MAIN ST			262815720900020030	GB	FX-M
1045	MAIN ST			262815720900020030	GB	FX-M
1050	MAIN ST			262815000002301500	GB	FX-M
1056	MAIN ST			262815806760010190	GB	FX-M
1075	MAIN ST			262815000003100100	GB	FX-M
1101	MAIN ST			262815720900030010	GB	FX-M
1103	MAIN ST			262815720900030010	GB	FX-M
1105	MAIN ST			262815720900030010	GB	FX-M
1107	MAIN ST			262815720900030010	GB	FX-M
1121	MAIN ST			262815720900030020	GB	FX-M
1123	MAIN ST			262815720900030020	GB	FX-M
1125	MAIN ST			262815720900030020	GB	FX-M
1127	MAIN ST			262815720900030020	GB	FX-M
1140	MAIN ST	UNIT	1	262815806760050180	GB	FX-M
1140	MAIN ST	UNIT	2	262815806760050180	GB	FX-M
1140	MAIN ST	UNIT	3	262815806760050180	GB	FX-M
1140	MAIN ST	UNIT	4	262815806760050180	GB	FX-M
1140	MAIN ST	UNIT	5	262815806760050180	GB	FX-M
1140	MAIN ST	UNIT	6	262815806760050180	GB	FX-M
1140	MAIN ST	UNIT	7	262815806760050180	GB	FX-M
1140	MAIN ST	UNIT	8	262815806760050180	GB	FX-M
1143	MAIN ST			262815720900030030	GB	FX-M
1153	MAIN ST	UNIT	101	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	102	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	103	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	104	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	105	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	106	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	107	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	108	262815721080110010	GB	FX-M
1153	MAIN ST	UNIT	109	262815721080110010	GB	FX-M
1177	MAIN ST	UNIT	A	262815721080110040	GB	FX-M
1177	MAIN ST	UNIT	B	262815721080110040	GB	FX-M
1177	MAIN ST	UNIT	C	262815721080110040	GB	FX-M
1250	MAIN ST			262815000002400900	GB	FX-M
1260	MAIN ST			262815000002401000	GB	FX-M
1274	MAIN ST			262815000002401100	GB	FX-M
1276	MAIN ST			262815000002401100	GB	FX-M
1278	MAIN ST			262815000002401100	GB	FX-M
1280	MAIN ST			262815000002401100	GB	FX-M
1299	MAIN ST			262815721080110060	GB	FX-M
1299	MAIN ST	UNIT	A	262815721080110060	GB	FX-M

ORDINANCE 15-35
EXHIBIT "A"

1299	MAIN ST	UNIT	B	262815721080110060	GB	FX-M
1299	MAIN ST	UNIT	C	262815721080110060	GB	FX-M
1299	MAIN ST	UNIT	D	262815721080110060	GB	FX-M
1299	MAIN ST	UNIT	E	262815721080110060	GB	FX-M
1299	MAIN ST	UNIT	F	262815721080110060	GB	FX-M
1299	MAIN ST	UNIT	G	262815721080110060	GB	FX-M
1299	MAIN ST	UNIT	H	262815721080110060	GB	FX-M
1300	MAIN ST	LOT	7	262815000001300700	GB	FX-M
1302	MAIN ST			262815000001300700	GB	FX-M
1320	MAIN ST			262815869760010060	GB	FX-M
1334	MAIN ST			262815869760010090	GB	FX-M
1336	MAIN ST			262815869760010090	GB	FX-M
1338	MAIN ST			262815869760010090	GB	FX-M
1340	MAIN ST			262815869760010090	GB	FX-M
1342	MAIN ST			262815869760010090	GB	FX-M
1344	MAIN ST			262815869760010090	GB	FX-M
1346	MAIN ST			262815869760010090	GB	FX-M
1348	MAIN ST			262815869760010090	GB	FX-M
1350	MAIN ST			262815869760010090	GB	FX-M
1351	MAIN ST			262815000004200100	GB	FX-M
1352	MAIN ST			262815000001301100	GB	FX-M
1353	MAIN ST			262815000004200100	GB	FX-M
1355	MAIN ST			262815000004200100	GB	FX-M
1357	MAIN ST			262815000004200100	GB	FX-M
1359	MAIN ST			262815000004200100	GB	FX-M
1361	MAIN ST			262815000004200100	GB	FX-M
1363	MAIN ST			262815000004200100	GB	FX-M
1365	MAIN ST			262815000004200100	GB	FX-M
1367	MAIN ST			262815000004200100	GB	FX-M
1369	MAIN ST			262815000004200100	GB	FX-M
1370	MAIN ST			262815000001300800	GB	FX-M
1371	MAIN ST			262815000004200100	GB	FX-M
1375	MAIN ST			262815000004200100	GB	FX-M
1377	MAIN ST			262815000004200100	GB	FX-M
1379	MAIN ST			262815000004200100	GB	FX-M
1381	MAIN ST			262815000004200100	GB	FX-M
1383	MAIN ST			262815000004200100	GB	FX-M
1385	MAIN ST			262815000004200100	GB	FX-M
1393	MAIN ST			262815000004200100	GB	FX-M
1396	MAIN ST			262815000001300900	GB	FX-M
1397	MAIN ST			262815000004200100	GB	FX-M
1398	MAIN ST			262815000001301000	GB	FX-M
1401	MAIN ST			262815000004200110	GB	FX-M
1403	MAIN ST			262815000004200110	GB	FX-M
1405	MAIN ST			262815000004200110	GB	FX-M
1407	MAIN ST			262815000004200110	GB	FX-M
1409	MAIN ST			262815000004200110	GB	FX-M
1410	MAIN ST			262815000001401000	GB	FX-M

ORDINANCE 15-35
EXHIBIT "A"

1411	MAIN ST			262815000004200110	GB	FX-M
1430	PINEHURST			262815400140000015	GB	FX-M
1251	PINEHURST RD	UNIT	101	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	102	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	103	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	104	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	105	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	106	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	107	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	108	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	109	262815000001300400	GB	FX-M
1251	PINEHURST RD	UNIT	111	262815000001300400	GB	FX-M
1355	PINEHURST RD			262815000001300410	GB	FX-M
1360	PINEHURST RD			262815000002401400	GB	FX-M
1370	PINEHURST RD			262815000002400300	GB	FX-M
1380	PINEHURST RD			262815000002400200	GB	FX-M
1395	PINEHURST RD			262815000001300500	GB	FX-M
1410	PINEHURST RD			262815400140000011	GB	FX-M
1412	PINEHURST RD			262815400140000012	GB	FX-M
1414	PINEHURST RD			262815400140000012	GB	FX-M
1415	PINEHURST RD			262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	A	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	B	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	C	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	D	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	E	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	F	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	G	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	H	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	H	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	J	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	K	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	L	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	M	262815000001200600	GB	FX-M
1415	PINEHURST RD	UNIT	N	262815000001200600	GB	FX-M
1418	PINEHURST RD			262815400140000013	GB	FX-M
1422	PINEHURST RD			262815400140000010	GB	FX-M
1422	PINEHURST RD	UNIT	A	262815400140000010	GB	FX-M
1422	PINEHURST RD	UNIT	D	262815400140000010	GB	FX-M
1519	PINEHURST RD			262815000001300600	GB	FX-M
1220	ROBIN HOOD LN	A		262815806760010180	GB	FX-M
1220	ROBIN HOOD LN	B		262815806760010180	GB	FX-M
1220	ROBIN HOOD LN	C		262815806760010180	GB	FX-M
1226	ROBIN HOOD LN			262815806760010170	GB	FX-M
1389	ROBIN HOOD LN			262815806760020010	GB	FX-M
1391	ROBIN HOOD LN			262815806760020010	GB	FX-M
1395	S LOTUS DR			262815000001300820	GB	FX-M
1261	SAN CHRISTOPHER DR			262815806760020170	GB	FX-M

ORDINANCE 15-35
EXHIBIT "A"

1270	SAN CHRISTOPHER DR			262815400140000014	GB	FX-M
1271	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1273	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1275	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1277	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1279	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1281	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1283	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1285	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1289	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1291	SAN CHRISTOPHER DR			262815000002400100	GB	FX-M
1326	SAN CHRISTOPHER DR			262815000001200700	GB	FX-M

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
101	PATRICIA AVE			352815386820000010	R-60	FX-M

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
1101	BROADWAY			272815117720020110	NB	FX-M
1952	BAYSHORE BLVD	UNIT	A-1	222815731610000011	NB	FX-M
1956	BAYSHORE BLVD	UNIT	B-1	222815731610000021	NB	FX-M
1956	BAYSHORE BLVD	UNIT	B-2	222815731610000022	NB	FX-M
1960	BAYSHORE BLVD	UNIT	C	222815731610000030	NB	FX-M
1964	BAYSHORE BLVD	UNIT	D	222815731610000040	NB	FX-M
1968	BAYSHORE BLVD	UNIT	E	222815731610000050	NB	FX-M
1972	BAYSHORE BLVD	UNIT	F-1	222815731610000061	NB	FX-M
1972	BAYSHORE BLVD	UNIT	F-2	222815731610000062	NB	FX-M
2001	BAYSHORE BLVD			222815233460010010	NB	FX-M
2200	BAYSHORE BLVD			152815410220040020	NB	FX-M
2260	BAYSHORE BLVD			152815410220040040	NB	FX-M
2262	BAYSHORE BLVD			152815410220040040	NB	FX-M
2264	BAYSHORE BLVD			152815410220040040	NB	FX-M
1425	PINEHURST RD			262815000001200500	NB	FX-M
1463	PINEHURST RD			262815000001200400	NB	FX-M
1240	SAN CHRISTOPHER DR			262815000002100200	NB	FX-M
1251	SAN CHRISTOPHER DR			262815000002400600	NB	FX-M

ORDINANCE 15-35
EXHIBIT "A"

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
1059	BROADWAY	UNIT	A	272815117720030030	GO	FX-M
1059	BROADWAY	UNIT	B	272815117720030030	GO	FX-M
1059	BROADWAY	UNIT	C	272815117720030030	GO	FX-M
1059	BROADWAY	UNIT	D	272815117720030030	GO	FX-M
1059	BROADWAY	UNIT	E	272815117720030030	GO	FX-M
1059	BROADWAY	UNIT	F	272815117720030030	GO	FX-M
1059	BROADWAY	UNIT	G	272815117720030030	GO	FX-M
1100	NEW YORK AVE			272815628920000010	GO	FX-M
1410	SANTA ANNA DR			222815233100440070	GO	FX-M

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
1123	PINEHURST RD			262815869760010050	MF-7.5	FX-M
1123	PINEHURST RD			262815869760010050	MF-7.5	FX-M
1139	PINEHURST RD			262815869760010040	MF-7.5	FX-M
1141	PINEHURST RD			262815869760010040	MF-7.5	FX-M
1143	PINEHURST RD			262815869760010030	MF-7.5	FX-M
1143	PINEHURST RD	APT	A	262815869760010030	MF-7.5	FX-M
1143	PINEHURST RD	APT	B	262815869760010030	MF-7.5	FX-M
1147	PINEHURST RD			262815869760010020	MF-7.5	FX-M
1147	PINEHURST RD	APT	A	262815869760010020	MF-7.5	FX-M
1147	PINEHURST RD	APT	B	262815869760010020	MF-7.5	FX-M
1153	PINEHURST DR			262815869760010010	MF-7.5	FX-M
1157	PINEHURST RD			262815869760020010	MF-7.5	FX-M
1159	PINEHURST RD			262815869760020010	MF-7.5	FX-M
1301	N LOTUS DR			262815869760010010	MF-7.5	FX-M
1305	N LOTUS DR			262815869760010010	MF-7.5	FX-M

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
326	ALBERT ST			342815230220000812	MF-15	FX-M

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
360	DOUGLAS AVE			342815000003100100	MPL	FX-M

ORDINANCE 15-36

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND DUNEDIN COMMONS, LLC; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Dunedin and Dunedin Commons, LLC. have entered into and concluded negotiations of a Development Agreement pertaining to and setting forth the terms and conditions for the development of certain parcels located at 375, 401, 403, and 407 Patricia Avenue; and 1060, 1065 and 1090 Scotsdale Street, Dunedin, Florida; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the terms and conditions of the Development Agreement, and has recommended that the same be approved; and

WHEREAS, due and proper public hearings on the said Development Agreement having been completed pursuant to Section 104-33.7.2 of the City's Land Development Code and Florida Statute 163.3225; and

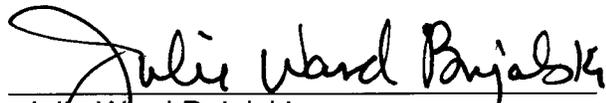
WHEREAS, the City Commission wishes to authorize the Mayor of the City to sign the said Development Agreement with Dunedin Commons, LLC.; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That the Mayor is authorized to execute the Development Agreement between the City of Dunedin and Dunedin Commons, LLC, as attached hereto and incorporated by reference herein.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: November 05, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") made and entered into this 17th day of December, 2015, by and between the **CITY OF DUNEDIN**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **DUNEDIN COMMONS LLC**, a Florida limited liability company authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**".

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS

1. Primerica Development, Inc. as the contract purchaser of the property located at 375 Patricia Avenue, 403 Patricia Avenue, 407 Patricia Avenue, 1060 Scotsdale Street and 1065 Scotsdale Street, Dunedin, Florida which is more specifically described in the Certificate of Title recorded in Official Records Book 16702 at Pages 2206 through 2213 of the Public Records of Pinellas County, Florida and attached hereto as Exhibit "A" intends to either assign its rights in the Purchase and Sale Agreement or consummate the purchase and convey its interest to Developer, and City is the owner of the property located at 401 Patricia Avenue and 1090 Scotsdale Street, Dunedin, Florida which is more specifically described in the Quit Claim Deed recorded in Official Record Book 5919 at Pages 18 through 20 of the Public Records of Pinellas County, Florida and attached hereto as Exhibit "B"; said properties collectively referred hereinafter to as the "Property".

2. Developer desires to develop the Property with approximately 280 apartment units, 56 townhome units or a 168-bed Assisted Living Facility, 7,200 gross square feet of retail and 44,649 gross square feet of office/Target Employment Center use with the following densities and intensities:

Residential*:	336 units / 480,000 sf / 17.23 UPA
Apartments	280 units / 368,000 sf / 0.68 ISR
Townhomes (or Assisted Living Facility)	56 units (168 beds) / 112,000 sf / 0.63 ISR
Retail/Other*:	7,200 sf / 14.5% FAR
Office/Target Employment Center*:	44,649 sf / 25% FAR

** Please see Exhibit "C" Architectural Renderings for exact heights.*

The dimensional requirements listed above are hereinafter referred to as the "Project", as more particularly shown on Exhibit "D" attached hereto and made part hereof ("Final Design Review", which includes a final site plan, architectural renderings and a landscape plan).

3. The proposed Site Plan includes apartments, townhomes (or Assisted Living Facility), retail, office/Target Employment Center use totaling 1,011,849 square feet and linear park totaling 3.22 acres. The Parties acknowledge that the Special Area Plan contemplates

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015374246 12/28/2015 at 01:56 PM
OFF REC BK: 19032 PG: 2046-2097
DocType: AGM RECORDING: \$443.50

replacement of Target Employment Center use under certain conditions. Upon signing of this Agreement, subject to the time available for City staff and/or supplemented by a Developer paid consultant, the City agrees to use its best efforts as soon as possible to provide a replacement Target Employment Center site and amend the SAP to remove the TEC requirement on the subject property. Any costs incurred by the City shall be paid by the Developer. Developer agrees that for a period of two years following the signing of this Agreement, Developer will actively market the property to satisfy the office zoning requirement on the property. If the Developer is unsuccessful, the City agrees to assist the Developer in requesting an amendment to the 375 Patricia Ave. Special Area Plan from Pinellas County that would eliminate the Office requirement of the plan.

4. The development rights of the project are subject to the conditions of the Final Design Review approval as set below.

5. The City has determined that the Final Design Review, as described herein is consistent with Dunedin 2025 Comprehensive Plan and the City's Land Development Code (LDC) as required per Section 104-24.4 and Section 104-26 of the LDC.

6. The following development rights are hereby approved pursuant to this Agreement on the Property:

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Site Data Table 1

SITE DATA	EXISTING	PROPOSED APT	PROPOSED TOWNHOMES	PROPOSED RETAIL	PROP TEC / OFFICE	DITCHES & PROPOSED LINEAR PARK	ALLOWED - REQUIRED
USE OF PROPERTY							MIXED USE
LAND USE CATEGORY	PR-MU	PR-MU w/ SAP	PR-MU w/ SAP	PR-MU w/ SAP	PR-MU w/ SAP		
ZONING	FX-M	FX-H	FX-M	FX-M	FX-M		<i>See Table Below</i>
LOT AREA (Acres)	24.74	11.26	5.02	1.14	4.1	3.22	
DENSITY		280 UNITS	56 UNITS	N/A	N/A		
BLDG COVERAGE (Acres)		2.39	1.36	0.17	N/A		
GROSS FLOOR AREA (SF)		368,000	112,000	7,200	N/A		
SETBACKS							
FRONT							
SECONDARY FRONT							
SIDE							
SIDE							
REAR							
BLDG HEIGHT		3 & 4 Story	2 Story	1 Story			
VEHICULAR USE AREA (Acres)		4.73	1.46				
IMPERVIOUS SIDEWALKS & POOL AREA (Acres)		0.54	0.35				
IMPERVIOUS SURFACE RATIO		68%	63%				
OPEN SPACE (Acres)		3.6	1.85				
PARKING AREA INT LANDSCAPING							
PARKING		527	112	46			

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Site Data Table 2

Gross Land Area (GLA)	24.74 acres	(Includes two City Parcels)				
Excluded Land Area (ELA)						
Proposed park area		0.18	acres			
Proposed linear park		1.78	acres			
Existing drainage canals		1.26	acres			
Total ELA	3.22					
Net Developable Land Area (DLA)	21.52 acres					
Proposed Land Uses						
Retail / Other	1.14 acres		7,200	sq.ft.		
Office/TEC	4.10 acres		44,649	sq.ft.		
Residential	16.28 acres					
Apartments		11.26	acres	280	units	
Townhomes/ALF		5.02	acres	56	units	
ELA	3.22 acres					
	24.74 acres					
Land Use Allocation						
	Min	Acres	Max	Acres	Proposed Acres	
Retail/Other (based on DLA)	5%	1.08	25%	5.38	5% 1.14	
Office/TEC (based on DLA)	15%	3.23	75%	16.14	19% 4.10	
Residential (based on GLA)	15%	3.71	80%	19.79	79% 19.50	
					24.74	
FAR / Density Allocation						
	Min	Sq.Ft./Units Based on Proposed Acres	Max	Sq.Ft./Units Based on Proposed Acres	Proposed FAR/Density	Proposed Sq.Ft./Units
Retail / Other (Based on DLA)	0%	-	45%	-	14.50%	7,200
Office/TEC (Based on DLA)	25%	44,649	60%	107,158	25.00%	44,649
Residential (Based on GLA)	-	-	18	351	17.23	336

7. The development rights set forth in this Agreement and Final Design Review approval are subject to the following conditions:

A. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved Final Design Review for Case Number DEV-S/D-ZO-LDO 15-60.00.

B. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all public utilities located on the subject site, including the granting of easements as may be required. This is regardless of whether the public utilities are known at the time of Final Design Review approval or discovered subsequent to such approval. Any required relocation will require approval from the City's Engineering Division.

C. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Dunedin Land Development Code, the Florida Fire Prevention Code, Life Safety Code and all other technical codes adopted by the City of Dunedin, and FEMA.

D. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code, the National Pollutant Discharge Elimination System's Best Management Practice (NPDES-BMP), and the Dunedin Code of Ordinances.

E. Final approval of the infrastructure permit from the City's Engineering Division prior to building permits being issued.

F. Final approval from the Building Official, Fire Marshal and City Engineer on all final inspections necessary to provide the Certificate of Occupancy for the apartments, townhome (or Assisted Living Facility), retail and office/Target Employment Center use as shown in the Final Design Review.

G. The City requires Concurrency approval prior to building permits being issued. The City agrees that the proposed Site Plan currently meets all City Concurrency requirements.

H. Developer granting Drainage/Utility Easements to City.

I. Developer granting two (2) well sites to City with locations to be determined during infrastructure review of site plan.

J. Developer maintaining and operating site boundary ditch system, and installation of rip rap or other side bank stabilization treatment at all perpendicular connections to the existing ditch system.

THE AGREEMENT BETWEEN THE PARTIES

8. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

9. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2013) and Chapter 104, Division 3, Section 104-33 of the Code of Ordinances of the City of Dunedin.

10. Effective Date. This Agreement shall be effective upon its recordation and the recordation of deeds in the public records of Pinellas County vesting title to all of the property more particularly described in Exhibit "A" to Developer ("Effective Date"). In the event there is no deed recorded within 24 months of the recording of this Agreement, this Agreement shall be

deemed null and void and the City and the Developer shall be relieved of all obligations hereunder. In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 31st day of December, 2015, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

11. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and issuance of the last Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of the last Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

12. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Dunedin as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Dunedin prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

13. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2015). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

14. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

15. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership

or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

16. Final Design Review. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Dunedin, the parties agree that the Property will be developed in substantial conformance with the Final Design Review as such Final Design Review submittals may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

A. The Property shall be developed and landscaped in accordance with the Final Design Review approval. A detailed landscape plan in the Final Design Review will be substantially adhered to. The landscaping within the Property shall be maintained by the Developer or its successor. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to the Certificate of Occupancy being issued and will be maintained in good and healthy conditions at all times by the Developer or its successor.

There shall not be any material deviation from the provisions of the Final Design Review documents unless such is approved by the City Commission of the City of Dunedin at a public hearing conducted for such purpose and this Agreement is modified in writing by the parties thereto for the purpose of agreeing to such deviation.

B. The Property shall be developed substantially in accordance with the Final Design Review submittal.

C. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Dunedin. At no time shall the Developer or its successor allow a nuisance condition to exist on the Property. Furthermore, all outdoor lighting shall be compliant with Chapter 107, Division 4, Section 107- 40 (Lighting) of the Dunedin Land Development Code.

D. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.

E. Ingress and egress to the Property shall be as shown on the Final Site Plan.

F. Building heights, architectural style and location will be as shown on the Final

Design Review submittal. The architectural style reflected as an attachment to or being part of the Final Design Review shall be complied with in all material respects during the development of the Project.

G. This Agreement and the Final Design Review Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements, except as described in Section 104-24.11.1 of the LDC, or in any matter that is reflected on the Final Design Review or addressed specifically in this Agreement through any appeal process to the Board of Adjustment and Appeal for a variance, conditional use permit or other process which would serve to vary or change the terms of this Development Agreement and the Final Design Review attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties. Notwithstanding the above, the Developer does not waive its right to challenge, judicially or otherwise, the construction or interpretation of this Development Agreement.

H. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct, and maintain a linear park at the top of the bank of the existing privately owned and maintained drainage canals that border on the East and North boundary lines of the Property and shown on the Dunedin Commons Greenspace Development Plan. The Developer shall install approximately 1,600 feet of landscaping and irrigation along the path, 8 benches, a gazebo, 1,600 feet of 8 ft. wide permeable (non-vegetative) path, 1,250 square feet of parking and up to 1,600 feet of 4 ft. black vinyl coated fence to separate the park from the ditch. The Developer shall repair and replace the park amenities as required. The Developer will install lockable gates that will be closed at sunset.

17. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Final Site Plan, except as noted in "C" below as to cost, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- A. Pedestrian ways, sidewalks, and crosswalks located within the public right-of-way.
- B. Potable water mains identified to be extensions to the existing public water system located within easements.
- C. Providing to the City appropriate utility and access easements for the design and installation, all at City expense, of raw water mains from two Developer dedicated well sites on the Property.

D. Except for privately owned and maintained stormwater drainage conveyance systems traversing the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the existing site topography. The Developer shall provide for adequate access and insure the continued and regular private maintenance and working condition of the existing onsite stormwater conveyance ditches.

E. The Developer shall be responsible for designing, permitting, constructing and maintaining sufficient erosion control measures and/or bank stabilization to minimize existing ditch bank scour, so as to prevent sediment transport and downstream system degradation.

F. Street signage and pavement striping located within public right-of-way. Developer shall have no maintenance obligation with respect to same.

G. The design, permitting, construction and dedication to the City of any and all necessary modifications to the existing traffic signal mast-arm assembly at the intersection of Beltrees Street and Patricia Avenue, if any.

Public infrastructure facilities, as shown on the approved infrastructure plan, shall be complete, and approved for acceptance by the City prior to the issuance of any Certificate of Occupancy on the Property. The Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a national banking institution with offices in Pinellas County or an acceptable Performance Bond. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that Certificates of Occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations. The obligations contained in this Paragraph 17 shall be subject to the provisions in Paragraph 26 hereof.

18. Public Facilities. The City shall make available at the boundary of the Property the following City owned and operated infrastructure: potable water and sanitary sewer. The City makes no guarantees as to the ability of these existing facilities to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations. Should upgrades to existing City owned infrastructure be necessary, the cost to facilitate such upgrades will be the sole responsibility of the Developer. Any public infrastructure interconnections within the Project boundaries required to support the Project from existing City facilities located within public right-of-way will be constructed by the Developer and dedicated to the City in appropriate easements.

Developer agrees to promptly repair any damage caused to any public infrastructure facility damaged by Developer, or its contractors, and will be responsible for any associated liability or fines related to such damage.

19. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

A. City of Dunedin vertical building permits.

B. Southwest Florida Water Management District surface water management permit.

C. City of Dunedin Engineering Division infrastructure permit.

D. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

20. City Impact Fees and Credits.

A. The City has estimated the impact fees that the Developer shall pay to the City as follows:

Table of Estimated Impact Fees

Transportation Impact Fees	Unit of Measure	Unit fee	Units	Total
Multi-family Residential	per unit	\$1,420.000	280	\$397,600.00
Townhome	per unit	\$1,248.000	56	\$69,888.00
Office / TEC	per 1,000 sf	\$3,292.000	44.65	\$146,987.80
General Commercial	per 1,000 sf	\$3,396.000	7.20	\$24,451.20
				\$638,927.00

Impact Fees	Unit of Measure	Unit fee	Units	Total
Fire Department Development Residential	per unit	\$270.00	336	\$90,720.00
Fire Department Development Non-residential	per 3,000 sf	\$285.00	17.28	\$4,924.80
				\$95,644.80
Law Enforcement Development Residential	per unit	\$94.73	336	\$31,829.28
Law Enforcement Development Non-residential	per sf	\$0.08	51,849	\$4,147.92
				\$35,977.20
Water Development	per unit	\$1,961.00	336	\$658,896.00
Sewer Development	per unit	\$1,666.00	336	\$559,776.00
				\$1,218,672.00

Total: \$1,989,221.00

Parkland Dedication (LDO) Fees	
Fair Market Value Recommendation (per acre):	\$94,537
Fair Market Value Approval (per acre):	\$94,537

A. No. of Units	336
B. Person/Unit Factor	2
C. No. of People (A x B)	672
D. Parkland Standard Factor	0.006
E. Acreage Requirement (C x D)	4.032
F. Acreage Dedicated to the City	1.960
G. Remaining Acreage Required	2.072
H. Fair Market Value (per acre)	\$94,537
I. LD Fee Requirement (E x F)	\$195,881

Private Recreation Credit Calculation

J. Private Acreage for Credit (3.75% max)	1.51
K. LDO Fee Credit	(\$142,940)
L. LDOC Credit for Linear Park	(\$52,941)
M. Total LDO Fee with Credit	\$0

Upon submission of complete construction drawings the City will compute the actual impact fees due to the City.

B. The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to the following impact fee credits:

Table of Impact Fee Credits¹

Impact Fee Category	Unit of Measure	Unit Fee	Units	Total Fee Credit
Fire Facility Fee	per 3,000 sf	285.00	70.42	\$ 20,069.61
Sewer Impact Fee	Residential Unit	1,666.00	29.5	49,147.00
Transportation Impact Fee (Office)	per 1,000 sf	2,767.00	167.094	462,349.10
Transportation Impact Fee (General Industrial)	per 1,000 sf	1,414.00	44.165	73,578.89
Water Impact Fee	Residential Unit	1,961.00	29.5	57,849.50
Law Enforcement Fee	per sf	.08	211,259	16,900.72

Total: \$ 679,894.80

¹ Calculations are based on the fixture count supplied by David George of Cushman & Wakefield, and on the following building square footage assumptions:

44,165 sf	Industrial	1 Story Building
86,027 sf	Office	2 Story Building
81,067 sf	Office	3 Story Building

The City agrees that Developer shall have the sole and exclusive right to allocate Impact Fee Credits among the subparcels that comprise the Property, and the City will honor such allocation, provided that written notice is provided to City of same.

21. City Contributions.

A. In consideration for the Developer's conveyance of utility easements, as more particularly described in Exhibit "E", and the conveyance of two well sites, as more particularly described in Exhibit "F", the City shall convey to the Developer, those properties described in Exhibit "B". The City shall install and maintain appropriate mutually agreed buffering/screening around the two well sites.

B. City will contribute the following grubbing and land clearing incentives to the Developer:

(i) \$100,000.00 in Phase I for the residential apartment parcel development to be paid in four (4) equal annual installments of \$25,000.00 each commencing on the date of the issuance of the first Certificate of Occupancy.

(ii) \$50,000.00 in Phase II for the development to be paid in four (4) equal annual installments of \$12,500.00 each commencing on the date of the issuance of the first Certificate of Occupancy.

22. Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

23. Annual Review. The City of Dunedin shall review the Project once every twelve (12) calendar months from the Effective Date.

24. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

25. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

26. Subdivision of the Property. The parties agree that the Project complies with the Special Area Plan which regulates the development of the Property. The parties also acknowledge that the Property will likely be subdivided into three (3) subparcels, and one (1) subparcel containing the drainage canals/ditches and proposed linear park, as shown on Exhibit "D" (the "Subparcel" or "Subparcels"). Despite the subdivision, the parcels included in the Special Area Plan will be regulated collectively regarding maximum density and intensity. The Site Plan attached as Exhibit "D" to this agreement represents the maximum residential density allowed by the Special Area Plan.

The City agrees that each Subparcel that is developed in conformity with the Special Area Plan shall be deemed legally conforming for all purposes, and treated separately and independent of the other Subparcels by the City for any and all regulatory purposes. The owner of any

Subparcel may proceed to develop, or request an amendment to the Special Area Plan as it pertains to their subparcel, without the consent of the owner of any of the other Subparcels. The public infrastructure obligations set forth in Paragraph 17 hereof shall be subject and subordinate to the provisions of this Paragraph 26. For example, the public infrastructure obligations of each subparcel shall be independent of the other subparcels, provided one (1) of the three (3) developable parcels retains sole ownership and maintenance responsibilities over the entire parcel containing the drainage canals/ditches and maintenance responsibilities over the proposed linear park.

27. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

28. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Dunedin as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

29. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

30. Execution. The Developer represents and warrants that this Agreement has been executed by those persons having equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of

Dunedin has authorized the execution of this Agreement by the appropriate City officials.

31. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

32. Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

33. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

34. Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

35. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, UPS, USPS or similar overnight delivery services, addressed as follows:

To the City:

Robert DiSpirito, City Manager
City Hall
City of Dunedin
542 Main Street
Dunedin, Florida 34698

To Developer:

Dunedin Commons, LLC
Richard L. Trzeinski, Registered Agent
3629 Madaca Lane
Tampa, FL 33618

Copy to:

Thomas J. Trask, Esquire, City Attorney
City of Dunedin
Trask Daigneault, LLP
1001 S Fort Harrison Ave., Suite 201
Clearwater, FL 33756

Copy to:

Ed Armstrong, Esquire
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

Notice shall be deemed to have given upon receipt or refusal.

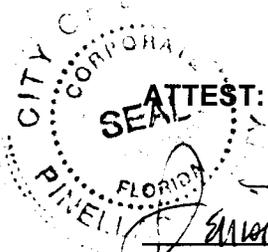
36. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

37. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this 17 day of December, 2015.

CITY OF DUNEDIN



ATTEST:

Denise Kirkpatrick
Denise Kirkpatrick, City Clerk

Julie Ward Bujalski
Julie Ward Bujalski, Mayor

APPROVED AS TO FORM:

Robert DiSpirito
Robert DiSpirito, City Manager

Thomas J. Trask
Thomas J. Trask, City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17 day of December, 2015, by **Julie Ward Bujalski**, Mayor of the City of Dunedin, who is personally known to me or has produced a driver's license or as identification.

Courtney Elizabeth Perryman
COURTNEY ELIZABETH PERRYMAN
Commission # FF 146122 Notary Public
Expires July 29, 2018 My Commission Expires:
Bonded Thru Troy Fair Insurance 800-385-7019

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17 day of December, 2015, by **Robert DiSpirito**, City Manager of the City of Dunedin, who is personally known to me or has produced a driver's license or as identification.

Courtney Elizabeth Perryman
Notary Public
My Commission Expires:



DUNEDIN COMMONS LLC, a Florida limited liability company

By: [Signature]
Its: Manager

WITNESS:

[Signature]
Luigi R. Fabrizio
Print Name

WITNESS:

[Signature]
SCOTT G RUSSEL Print
Name

STATE OF FLORIDA
COUNTY OF ~~PINELLAS~~ Hillsborough

The foregoing instrument was acknowledged before me this 18th day of December, 2015, by Richard L. Trzcinski of DUNEDIN COMMONS LLC, who is personally known to me or has produced a driver's license or as identification.

[Signature]
Notary Public
My Commission Expires: 8/13/19



Exhibit "A"

**LEGAL DESCRIPTION OF
DUNEDIN COMMONS LLC PROPERTY**

**as described within attached Certificate of Title entered
September 11, 2009 and recorded in Official Records Book
16702, Pages 2206 through 2213, inclusive, of the Public
Records of Pinellas County, Florida.**

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

Plaintiff.

v.

TPA INVESTMENTS, LLC AND GRADY C.
PRIDGEN III,

Defendants.

Documentary Tax Pd. \$.70¢
\$ _____ Intangible Tax Pd.
Kun Burke, Clerk, Pinellas County
By Shere DeMatteo, Deputy Clerk

Case No. 09-11332-CI-13

UCN:52200 9CA011332 XX CI CI

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed an Amended Certificate of Sale in this action on August 31, 2009, for the real and personal property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following real and personal property in Pinellas County, Florida, more particularly described in Exhibit "1" or Schedule "1," that follows:

PARCEL 1:

A TRACT OF LAND BEING PART OF THE SW 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE
SW 1/4 OF SAID SECTION 35, PROCEED NORTH 00°17'00" EAST ALONG
THE CENTERLINE OF PATRICIA AVENUE AND THE 40 ACRE LINE,
774.90 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN
DESCRIBED; THENCE SOUTH 88°54'16" EAST 900.0 FEET; THENCE
SOUTH 00°17'00" WEST 313.08 FEET; THENCE NORTH 89°01'07" WEST
899.98 FEET TO A POINT IN SAID CENTERLINE OF PATRICIA AVENUE
AND SAID 40 ACRE LINE; THENCE NORTH 00°17'00" EAST ALONG SAID
CENTERLINE, 314.87 FEET TO THE POINT OF BEGINNING; LESS THE
WEST 50.00 FEET THEREOF DEEDED TO PINELLAS COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST AND RUN THENCE S. 0°17'00" W., 171.0 FEET ALONG THE CENTER-LINE OF PATRICIA AVENUE AND THE 40 ACRE LINE FOR A POINT OF BEGINNING; THENCE CONTINUE S. 0°17'00" W., 400.0 FEET; THENCE S. 88°52'03" E., 900.0 FEET PARALLEL TO THE EAST AND WEST 1/4 SECTION LINE; THENCE N. 0°17'00" W., 400.0 FEET PARALLEL TO THE CENTER-LINE OF SAID PATRICIA AVENUE; THENCE N. 88°52'03" W., 900.0 FEET TO THE POINT OF BEGINNING, LESS THE WEST 50.0 FEET THEREOF DEEDED TO COUNTY OF PINELLAS BY DEED RECORDED IN OFFICIAL RECORDS BOOK 206, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

PARCEL 2A:

A TRACT OF LAND BEING PART OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 35, PROCEED NORTH 00°17'00" EAST ALONG THE CENTERLINE OF PATRICIA AVENUE AND THE 40 ACRE LINE, 774.90 FEET; THENCE SOUTH 88°54'16" EAST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 00°17'00" EAST 0.95 FEET; THENCE SOUTH 88°54'03" EAST 849.99 FEET; THENCE SOUTH 00°17'00" WEST 0.94 FEET; THENCE NORTH 88°54'16" WEST 850.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35, ALSO BEING A POINT IN THE CENTER LINE OF PATRICIA AVENUE, RUN SOUTH 88°52'03" EAST ALONG THE EAST WEST CENTERLINE OF SAID SECTION 35, 50.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE SAID PATRICIA AVENUE FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°52'03" EAST ALONG THE SAID EAST WEST

CENTERLINE OF SECTION 35, 693.64 FEET; THENCE NORTH 0°09'32" EAST 130.02 FEET; THENCE SOUTH 88°52'03" EAST 368.07 FEET; THENCE SOUTH 42°41'13" EAST 73.39 FEET; THENCE SOUTH 47°18'47" WEST 216.49 FEET; THENCE ALONG A CURVE TO THE RIGHT, CHORD BEARING SOUTH 61°48'17" WEST CHORD DISTANCE 200.41 FEET ARC DISTANCE 202.57 FEET RADIUS 400.00 FEET; THENCE NORTH 88°52'03" WEST 499.35 FEET; THENCE NORTH 0°09'32" EAST 141.02 FEET; THENCE NORTH 88°52'03" WEST 277.11 FEET TO A POINT ON THE SAID EASTERLY RIGHT OF WAY OF PATRICIA AVENUE; THENCE NORTH 0°09'32" EAST ALONG SAID RIGHT OF WAY 30.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 5919, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

OVERALL LEGAL DESCRIPTION (PARCELS 1, 2, 2A & 3, "OVERALL LEGAL DESCRIPTION"):

A TRACT OF LAND BEING PART OF THE SW 1/4 AND THE NW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35 TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, ALSO BEING A POINT IN THE CENTER LINE OF PATRICIA AVENUE RUN SOUTH 88°52'03" EAST ALONG THE EAST WEST CENTERLINE OF SAID SECTION 35, 50.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID PATRICIA AVENUE; THENCE CONTINUE SOUTH 88°54'03" EAST ALONG THE SAID EAST WEST CENTERLINE OF SECTION 35, 652.67 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°54'03" EAST ALONG SAID EAST WEST CENTERLINE OF SAID SECTION 35, 377.37 FEET; THENCE SOUTH 47°16'47" WEST, A DISTANCE OF 105.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 202.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 29°00'56", AND A CHORD WHICH BEARS SOUTH 61°46'17" WEST A DISTANCE OF 200.41 FEET; THENCE SOUTH 88°54'03" EAST 73.03 FEET; THENCE SOUTH 00°17'00" WEST 714.02 FEET; THENCE NORTH 89°01'07" WEST 849.97 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PATRICIA AVENUE; THENCE NORTH 00°17'00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 715.72 FEET; THENCE SOUTH 88°54'03" EAST 277.59 FEET; THENCE NORTH 00°07'32" EAST 131.02 FEET; THENCE SOUTH 88°54'11" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 815.00 FEET; THENCE EASTERLY ALONG THE ARC OF

SAID CURVE A DISTANCE OF 185.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°02'43", AND A CHORD WHICH BEARS NORTH 84°34'22" EAST, A DISTANCE OF 185.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 735.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°02'41", AND A CHORD WHICH BEARS NORTH 84°34'23" EAST; A DISTANCE OF 166.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE SOUTH 89 DEGREES 01'07" EAST, 1,333.79 FEET; THENCE NORTH 00 DEGREES 08'48" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 490.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 03'43" WEST, 137.37 FEET; THENCE SOUTH 51 DEGREES 59'27" WEST, 306.65 FEET; THENCE NORTH 89 DEGREES 01'07" WEST, 101.21 FEET; THENCE NORTH 00 DEGREES 17'00" EAST, 373.08 FEET; THENCE NORTH 00 DEGREES 15'39" EAST, 399.97 FEET; THENCE NORTH 88 DEGREES 25'37" WEST, 73.10 FEET; THENCE A CURVE TO THE RIGHT WITH A RADIUS OF 400.00 FEET; DELTA ANGLE OF 29 DEGREES 00'37", CHORD OF 200.37 FEET, ARC OF 202.5309 FEET; TANGENT OF 103.49 FEET; CHORD BEARING NORTH 61 DEGREES 50'46" EAST, THENCE NORTH 47 DEGREES 18'47" EAST, 104.85 FEET; THENCE SOUTH 88 DEGREES 53'24" EAST, 250.94 FEET; THENCE SOUTH 00 DEGREES 08'48" WEST, 852.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF DUNEDIN, AS DESCRIBED IN QUIT CLAIM DEEDS AS RECORDED IN OFFICIAL RECORDS BOOK 5183, PAGE 166 AND OFFICIAL RECORDS BOOK 5183, PAGE 175, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE

15 EAST; THENCE SOUTH 89 DEGREES 01'07" EAST, 1,333.79 FEET; THENCE NORTH 00 DEGREES 08'48" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 490.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 03'43" WEST, 137.37 FEET; THENCE SOUTH 51 DEGREES 59'27" WEST, 306.65 FEET; THENCE NORTH 89 DEGREES 01'07" WEST 101.21 FEET; THENCE NORTH 00 DEGREES 17'00" EAST 373.08 FEET; THENCE NORTH 00 DEGREES 15'39" EAST, 399.97 FEET; THENCE NORTH 88 DEGREES 25'37" WEST, 73.10 FEET; THENCE A CURVE TO THE RIGHT WITH A RADIUS OF 400.00 FEET; DELTA ANGLE OF 29 DEGREES 00'37", CHORD OF 200.37 FEET; ARC OF 202.5309 FEET; TANGENT OF 103.49 FEET; CHORD BEARING NORTH 61 DEGREES 50'48" EAST; THENCE NORTH 47 DEGREES 18'47" EAST, 104.85 FEET; THENCE SOUTH 88 DEGREES 53'24" EAST, 250.94 FEET; THENCE SOUTH 00 DEGREES 08'48" WEST, 852.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF DUNEDIN, AS DESCRIBED IN QUITCLAIM DEEDS AS RECORDED IN OFFICIAL RECORDS BOOK 5183, PAGE 166 AND OFFICIAL RECORDS BOOK 5183, PAGE 175, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PORTION THEREOF:

A TRACT OF LAND LYING IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; RUN THENCE SOUTH 89°01'07" EAST A DISTANCE OF 1,333.79 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE NORTH 00°08'48" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 490.98 FEET; THENCE NORTH 41°03'43" WEST A DISTANCE OF 137.37 FEET (N 41°48'44" W, 136.47 FEET (F)) TO THE SOUTHERLY RIGHT OF WAY LINE OF SCOTSDALE AVENUE AS MONUMENTED; THENCE SOUTH 51°59'27" WEST A DISTANCE OF 306.65 FEET (306.15 FEET (F)); THENCE NORTH 89°01'07" WEST A DISTANCE OF 101.21 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN NORTH 00°17'00" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SCOTSDALE AVENUE; THENCE NORTH 00°17'42" EAST A DISTANCE OF 314.05 FEET; THENCE NORTH 00°16'21" EAST A DISTANCE OF 399.97 FEET; THENCE NORTH 88°54'05" WEST A DISTANCE OF 73.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A

DISTANCE OF 57.40 FEET THROUGH A CENTRAL ANGLE OF 08°13'17" (SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 72°10'04" EAST A CHORD DISTANCE OF 57.35 FEET) TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET, A DISTANCE OF 145.17 FEET THROUGH A CENTRAL ANGLE OF 20°47'39" (SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°39'36" EAST A CHORD DISTANCE OF 144.38 FEET); THENCE NORTH 47°16'45" EAST A DISTANCE OF 105.17 FEET; THENCE SOUTH 88°54'05" EAST A DISTANCE OF 199.50 FEET; THENCE SOUTH 00°05'58" WEST A DISTANCE OF 152.40 FEET; THENCE NORTH 88°54'05" WEST A DISTANCE OF 398.52 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH 30 FEET OF THE EAST 300 FEET OF THE WEST 350 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

PARCEL 6:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 AS A POINT OF REFERENCE; RUN THENCE SOUTH 88°52'03" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'32" EAST, A DISTANCE OF 130.02 FEET; THENCE SOUTH 88°52'03" EAST A DISTANCE OF 335.07 FEET; THENCE SOUTH 00°09'32" WEST A DISTANCE OF 130.02 FEET TO A POINT ON THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE NORTH 88°52'03" WEST A DISTANCE OF 335.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4884, PAGE 621, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, THENCE RUN SOUTH 88 DEGREES 52'03" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 35, A DISTANCE OF 669.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00

DEGREES 09'32" EAST 130.02 FEET; THENCE SOUTH 88 DEGREES 52'03" EAST 16.08 FEET; THENCE RUN SOUTH 00 DEGREES 09'32" WEST 130.02 FEET; THENCE NORTH 88 DEGREES 52'03" WEST 16.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS BENEFITING PARCEL 6 ABOVE AS MORE PARTICULARLY SET FORTH AND DESCRIBED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED IN O.R. BOOK 12154, PAGE 117, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

DESCRIPTION OF PERSONAL AND OTHER PROPERTY

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Schedule 1 attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "Subject Property"); together with all rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Subject Property; all advance payments of insurance premiums made by Debtor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof;

together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

WAS SOLD TO: WELLS FARGO BANK NATIONAL ASSOCIATION
WHOSE ADDRESS IS: CARLTON FIELDS PA P O BOX 2861 ST PETERSBURG FL 34731
WITNESS my hand and the seal of this Court on September 11, 2009.

KEN BURKE,
Clerk of Circuit Court

By: *Alma Sherrill*
Deputy Clerk

Copies to:

Lee H. Rightmyer, Esq.
Carlton Fields, P.A.
P.O. Box 2861
St. Petersburg, Florida 33731-2861

Camille Iurillo, Esq.
Iurillo & Associates P.A.
600 First Avenue North, Suite 308
St. Petersburg, FL 33701-3609

Exhibit "B"

**LEGAL DESCRIPTION OF
CITY PROPERTY**

as described within attached Quit Claim Deed entered January 2, 1985 and recorded in Official Records Book 5919, Pages 18 through 20, inclusive, of the Public Records of Pinellas County, Florida.

This Indenture

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 2nd day of January, A. D. 1985

Between **A.C. NIELSEN COMPANY**

a corporation existing under the laws of the State of Delaware party of the first part, and

THE CITY OF DUNEDIN, FLORIDA, a Florida municipal corporation, of the County of Pinellas and State of Florida party of the second part, 750 ~~Belvue~~ *Belvue* Ave. Dunedin Fl. 33528

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Pinellas State of Florida, to wit:

10 15474559 46 22 JAN 85
13.00
0.45
TOTAL 13.45 CHX

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO the lien of County taxes for the year 1984 and subsequent years.

SUBJECT TO easements and restrictions of record.

13.45
45
13.45 *MSaracino*

JAN 22 4 52 PM '85
Kathleen M. Anderson
CLERK

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its the day and year above written.

(Corporate Seal)

A.C. NIELSEN COMPANY

By *[Signature]* Vice President.

Attest: *[Signature]* Assistant Secretary

Signed, Sealed and Delivered in Our Presence:

SW 35V
241 A

BELTREES R/W

JOHN G. HUBBARD, ESQ.
P.O. Box 1178
Dunedin, FL 33528-1178

This instrument was prepared by:

RETURN TO:

State of ILLINOIS
County of _____

D.P. 5919 PAGE 19

I Hereby Certify, That on this 2nd day of January A. D. 1985,
before me personally appeared W. N. Fleischman Vice-
James W. Carter, Jr. , respectively President and Assistant Secretary
of A.C. NIELSEN COMPANY , a corporation
under the laws of the State of Delaware , to me known to be the
persons described in and who executed the foregoing conveyance to
THE CITY OF DUNEDIN, FLORIDA, a Florida municipal corporation,
and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

Witness my signature and official seal at Northbrook
in the County of Cook and State of Illinois the day and
year last aforesaid.

My Commission Expires April 4 1987 Patricia Kitter
Notary Public

Date

TO

FRONT CORPORATION
Quint-Oliver
Trust

DESCRIPTION: PARCEL 1

Section _____, Township _____ South, Range _____ East

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 50.00 feet to a point on the Easterly Right-of-Way of Patricia Avenue for a Point of Beginning. Thence continue S 88°-52'-03" E, 652.04 feet; thence by the arc of a curve to the Southwest, having a radius of 735.00 feet, an arc of 167.34 feet, a chord of 166.72 feet, chord bearing S 84°-36'-31" W, to a Point of Reverse curve; thence along an arc of curve to the right, having a radius of 815.00 feet, an arc of 185.56 feet, a chord of 185.16 feet, chord bearing S 84°-36'-31" W, thence N 88°-52'-03" W, 25.00 feet, thence N 0°-09'-32" E, 10.00 feet; thence N 88°-52'-03" W, 277.11 feet to a point on the easterly Right-of-Way of Patricia Avenue; thence N 0°-09'-32" E, 30.00 feet to the Point of Beginning.

D.P. 5919 PAGE 20

Contains 0.36 acres ±

DESCRIPTION: PARCEL 2

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 743.64 feet for a Point of Beginning; thence N 0°-09'-32" E, 80.00 feet; thence S 88°-52'-03" E, 415.21 feet; thence S 42°-41'-13" E, 4.07 feet; thence S 47°-18'-47" W, 111.28 feet; thence N 88°-52'-03" W, 336.38 feet to the Point of Beginning.

Contains 0.69 acres ±

DESCRIPTION: PARCEL 3

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 743.64 feet; thence N 0°-09'-32" E, 80.00 feet for a Point of Beginning; thence continue N 0°-09'-32" E, 50.02 feet; thence S 88°-52'-03" E, 368.07 feet; thence S 42°-41'-13" E, 69.32 feet; thence N 88°-52'-03" W, 415.21 feet to the Point of Beginning.

Contains 0.45 acres ±

Exhibit "A"

Exhibit "C"

ARCHITECTURAL RENDERINGS

DATED SEPTEMBER 25, 2015

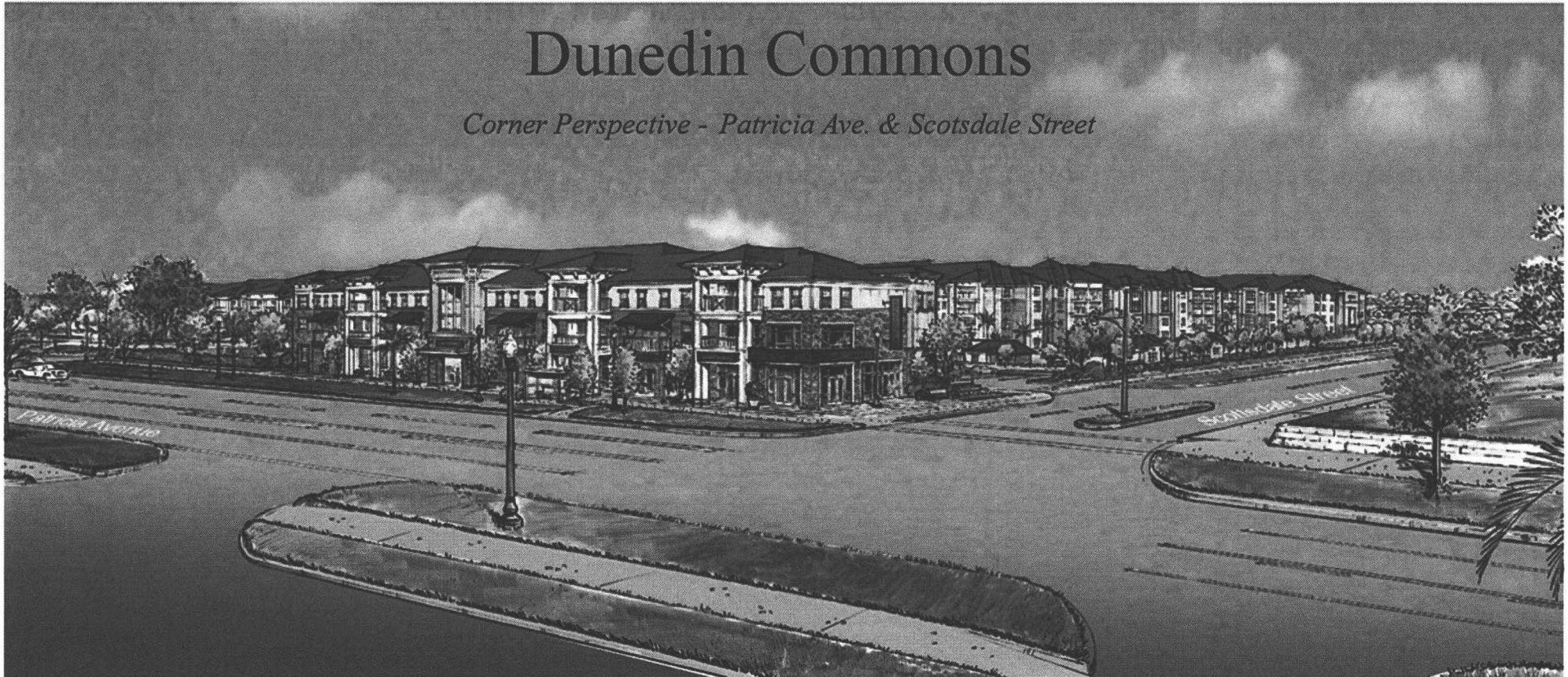


Dunedin Commons



Dunedin Commons

Corner Perspective - Patricia Ave. & Scotsdale Street



FORUM

745 Orienta Avenue • Suite 1121 • Altamonte Springs FL 32701
407.830.1400 • www.ForumArchitecture.com • AA02791

Site Perspective & Section Renderings

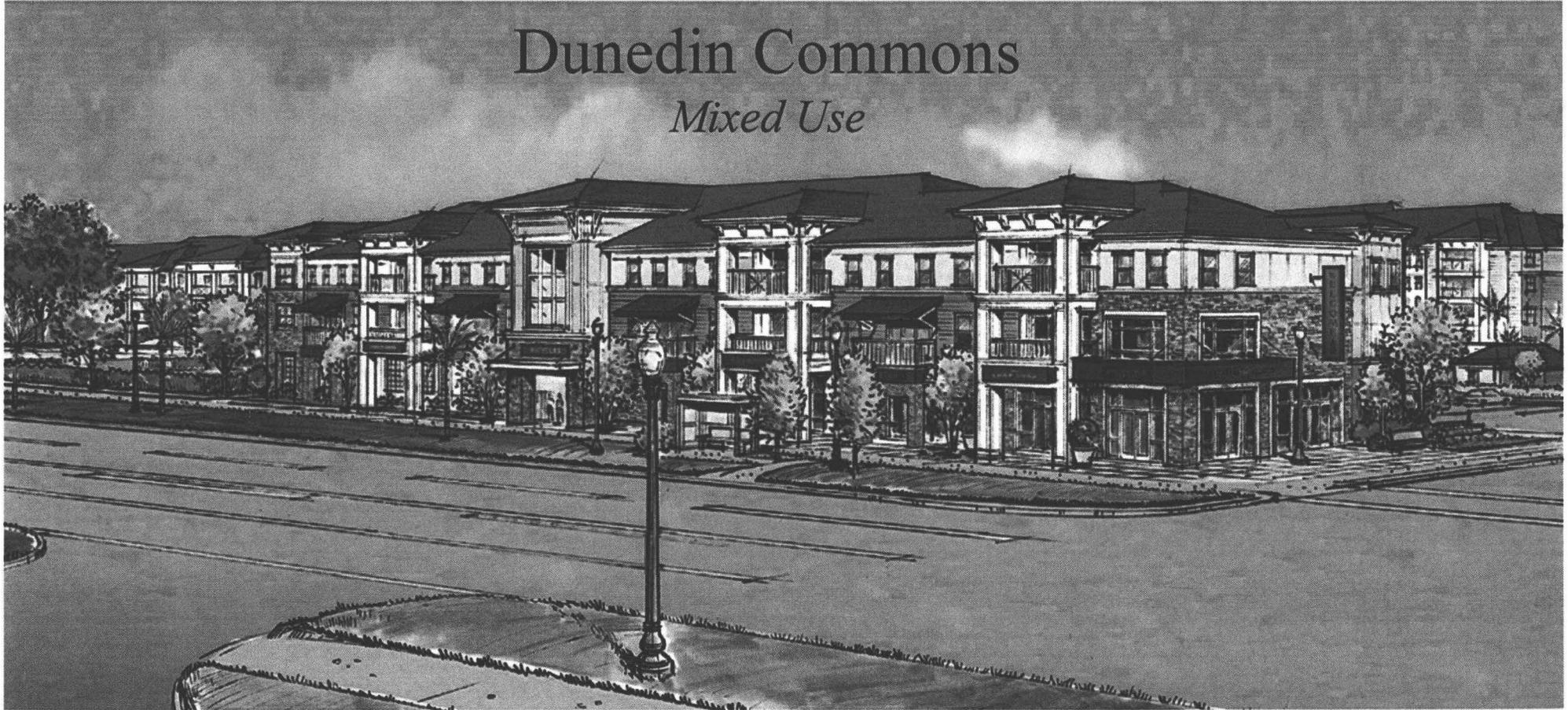
DUNEDIN COMMONS

02 SEP 2015 • Dunedin, FL

PRIMERICA
GROUP ONE, INC.

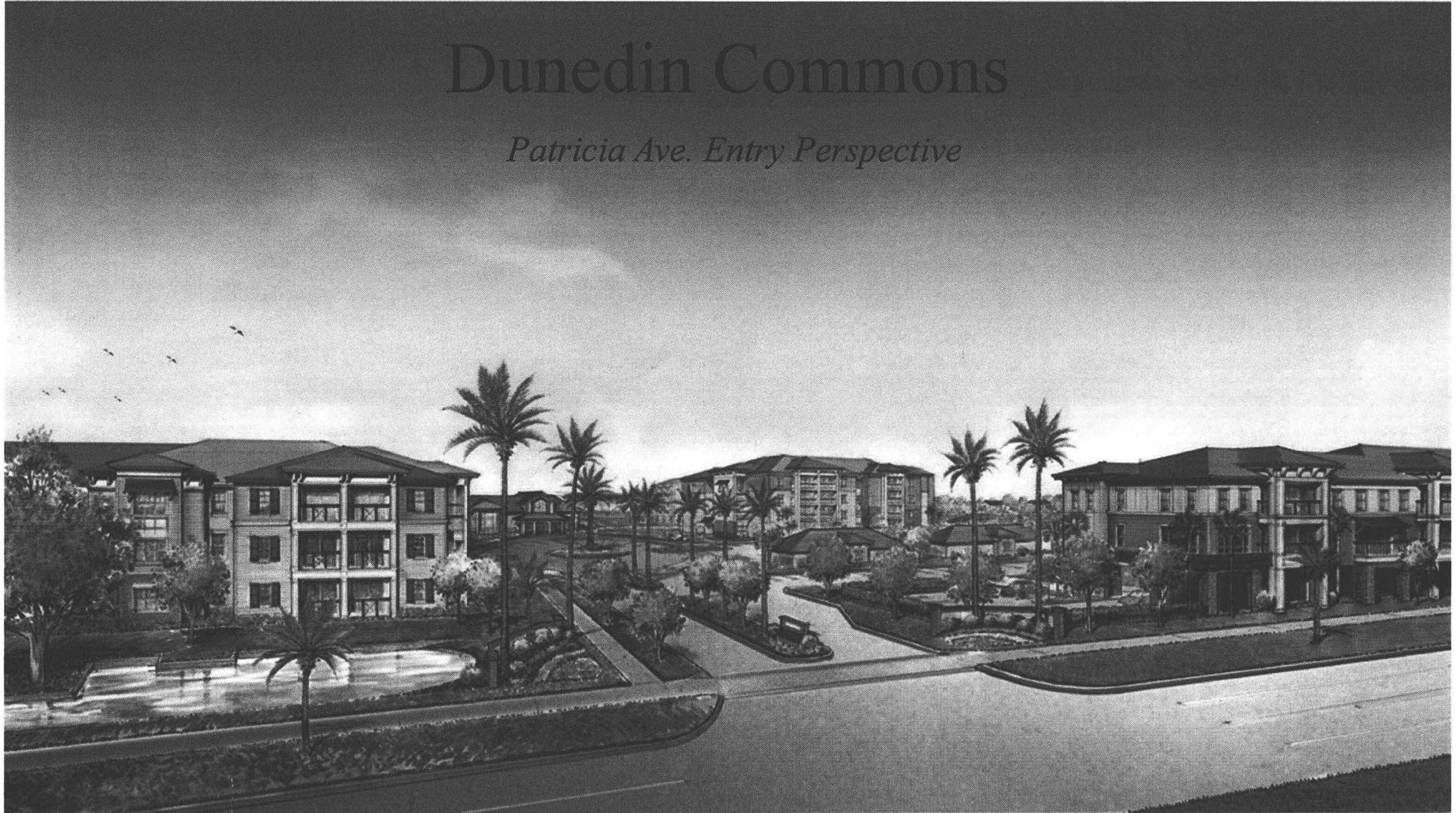
Dunedin Commons

Mixed Use



Dunedin Commons

Patricia Ave. Entry Perspective





Building Type II - Rear Elevation



Building Type I - Front Elevation

FORUM

Color Elevations

DUNEDIN COMMONS

PRIMERICA

Community Meeting – 9/29/15

PRIMICA
GROUP ONE, INC.



Community Meeting – 9/29/15

PRIVICA
GROUP ONE, INC.



Exhibit "D"

FINAL SITE PLAN

DATED SEPTEMBER 2, 2015

DEVELOPMENT DESCRIPTION

SITE DATA

- TOTAL SITE AREA: 24.74 AC
- SITE ADDRESS/PM: 375 PATRICIA AVENUE, DUNEDIN, FL 34608
- PROPOSED USE: APARTMENT HOMES (280 UNITS)
TOWNHOMES (56 UNITS)
RETAIL (7,200 SF)
OFFICE / TEC / PARK (4,10 ACRES)
- FLOOD ZONE: X

SITE DATA	PERMITS	PROPOSED APTS	PROPOSED TOWNHOMES	PROPOSED RETAIL	PROP TEC / OFFICE
LAND USE CATEGORY	PL-10	PL-10 w/ BAP	PL-10 w/ BAP	PL-10	PL-10 w/ BAP
ACROSS	PL-10	PL-10	PL-10	PL-10	PL-10
DEVELOPER (Name)	3474	15,30	6,80	1,54	4,1
DENSITY	380 UNITS	88 UNITS	NS	NS	NS
BLDG COVERAGE (Area)	2,20	1,30	0,17	NS	NS
PERCENTAGE OF LOT COVERED BY BUILDINGS	11,35%	17,36%	14,95%	NS	NS
GROUND FLOOR AREA (Sq)	28,880	16,880	7,200	NS	NS
FLOOR AREA	2 & 2 Story	2 Story	2 Story	1 Story	
VEHICLE-AN UNITS (APRVT)	275	140			
MULTIFAMILY UNITS & MOB. HOME (Units)	280	56			
MULTIFAMILY SURFACE PARKING	80%	90%			
CRUISE SPACES (Units)	3	1,20			
PARKING	680	112	43		

PARKING REQUIREMENTS

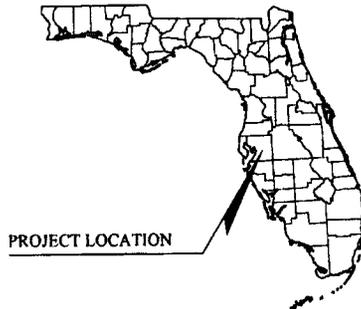
- REQUIRED PARKING:
APARTMENT UNITS: 1 SPACE(S)/UNITS (MIN) 2 SPACE(S)/UNIT (MAX)
TOWNHOME UNITS: 1 SPACE(S)/UNITS (MIN) 2 SPACE(S)/UNIT (MAX)
RETAIL: 6 SPACE(S)/1000 SF

- APARTMENT UNITS: 280 X 1 = 280 SPACES (MIN) / 560 SPACES (MAX)
TOWNHOME UNITS: 56 X 1 = 56 SPACES (MIN) / 112 SPACES (MAX)
RETAIL: 7,200 SF / 1000 X 8 = 43 SPACES

379 MIN SPACES REQUIRED / 728 MAX SPACES ALLOWED

- PROVIDED PARKING:
APARTMENTS = 525 (INC. 21 UNDER BLDG AND 21 ADA)
TOWNHOMES = 112 (56 IN GARAGES / 56 IN DRIVEWAYS)
RETAIL = 43 (INC. 2 ADA)

TOTAL PARKING PROVIDED = 680 SPACES (APTS, TOWNH & RETAIL)



PROJECT LOCATION

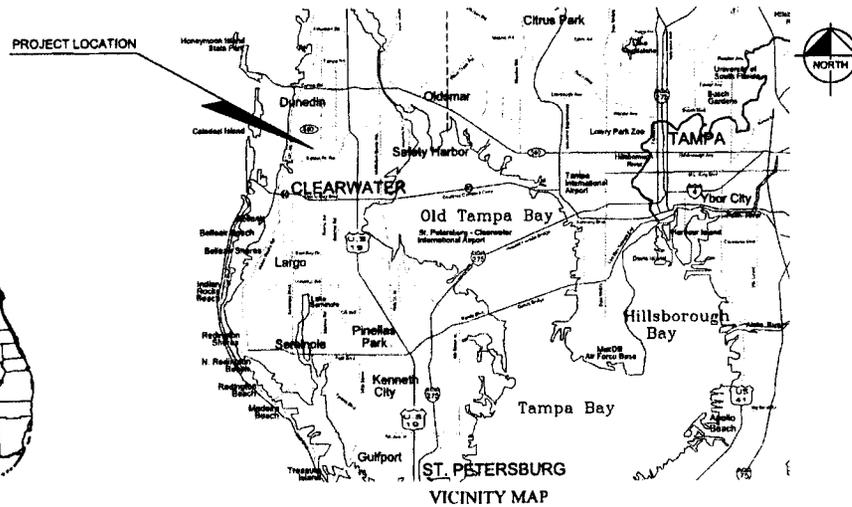
CONCEPTUAL SITE PLANS FOR DUNEDIN COMMONS

PARCEL ID: 35-28-15-00000-310-0400
PINELLAS COUNTY, FLORIDA

PRIMERICA GROUP ONE

3629 Madaca Lane
Tampa, Florida 33618

ISSUED FOR:
CONCEPTUAL SITE PLAN SUBMITTAL



PREPARED BY



Engineering ~ Environmental
Water Resource
4260 W. Linebaugh Avenue
Tampa, Florida 33624
Phone: 813.285.3130 Fax: 813.285.6610
www.wraengineering.com

INDEX	
SHEET	DESCRIPTION
001	COVER SHEET
100	OVERALL SITE PLAN

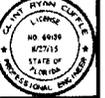
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Engineering ~ Environmental
Water Resource
4260 W. Linebaugh Ave.
3641 Cooper Creek Blvd., Suite 210
University Park, Florida 33608
Phone: 813.285.3130 Fax: 813.285.6610



COVER SHEET

DUNEDIN COMMONS
ISSUED FOR: PERMITTING



Plot Title: 9-2-2013
Date:

CAD FILE: P:\E. PERMITS\15-00000-310-0400\15-00000-310-0400.dwg
 PLOT FILE: P:\E. PERMITS\15-00000-310-0400\15-00000-310-0400.dwg
 PLOT DATE: 9/2/2013 11:38 AM
 PLOT BY: WRA

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811
Never bury a business. Call before you dig.
800-368-5848
FLORIDA STATE ONE CALL OF FLORIDA, INC.

Exhibit "E"

LEGAL DESCRIPTION OF UTILITY EASEMENTS

as described within attached Drainage/Utility Easement entered September 29, 2015 and recorded in Official Records Book 18944, Pages 1158 through 1160 of the Public Records of Pinellas County, Florida.

DRAINAGE/UTILITY EASEMENT

375 Patricia Avenue
(Address)

THIS INDENTURE, made and entered into this 29th day of September, 2015 between **WELLS FARGO BANK, NATIONAL ASSOCIATION** hereinafter called the Grantor(s) and the **CITY OF DUNEDIN**, its successors and assigns, hereinafter called the Grantee,

WITNESSETH

That for and in consideration of the premises, the sum of One Dollar (\$1.00) and other valuable consideration, the Grantor(s) herein do hereby grant, bargain, sell and convey unto the Grantee, its successors, and assigns, a non-exclusive easement solely for drainage purposes and/or utility right-of-way purposes, incidental purposes by way of illustration, but not limitation, for the furnishing and laying of underground drainage, water, sewer, gas, telephone, cable TV, or electrical lines, on the land, over along and across the following described real property, situated, lying and being in the County of Pinellas, State of Florida, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD THE same in perpetuity together with all necessary rights and privileges incidental to the use and enjoyment of such easement and the installation, maintenance and protection of installations made thereon.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals the day and year first hereinabove set forth.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Erin H. Acton
Printed Name of Witness

[Signature]
Witness

ROUND K. CALL
Printed Name of Witness

WELLS FARGO BANK, NATIONAL ASSOCIATION

Susan G. Moore
Signature of Grantor

SUSAN G. MOORE
Printed Name of Grantor

Prepared By:
Engineering Division
City of Dunedin
P. O. Box 1348
Dunedin, Florida 34697-1348
Phone (727) 298-3000

STATE OF FLORIDA)
COUNTY OF ~~PINELLAS~~ Duval

The foregoing instrument was acknowledged before me this 29th day of September, 2015 by Susan G. Moore, whom personally known to me or who has produced _____ (type of identification) as identification and who executed the foregoing instrument.

Carray Young
(Signature of Person taking acknowledgements)

(Name of Officer taking acknowledgement - typed, printed or stamped)

(SEAL)

CARRAY YOUNG
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
Commission No. EE 852371

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015288346 10/05/2015 at 02:59 PM
OFF REC BK: 18944 PG: 1158-1160
DocType: EAS RECORDING: \$27.00

EXHIBIT "A"

EASEMENT #1

COMMENCE AT NORTHWEST CORNER OF NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35 TOWNSHIP 28 SOUTH RANGE 15 EAST AND RUN THENCE SOUTH 88°52'03" EAST, 50.01 FEET; THENCE SOUTH 0°09'32" WEST, 30.01 FEET; THENCE SOUTH 88°52'03" EAST, 277.11 FEET; THENCE SOUTH 0°09'32" WEST, 9.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'03" EAST, 25.00 FEET; THENCE SOUTH 0°09'32" WEST, 131.52 FEET; THENCE NORTH 88°52'03" WEST, 25.00 FEET; THENCE NORTH 0°09'32" EAST, 131.52 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF "PARCEL 3" IN A LEGAL DESCRIPTION FOUND IN OFFICIAL RECORD BOOK 16702, PAGE(S) 2206-2212, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EASEMENT #2

THE EASTERLY 25.00 FEET OF THE WESTERLY 350.00 FEET OF THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST.

BEING A PORTION OF "PARCEL 5" IN A LEGAL DESCRIPTION FOUND IN OFFICIAL RECORD BOOK 16702, PAGE(S) 2206-2212, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EASEMENT #3

THE WESTERLY FIFTEEN (15.00) FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 35 AS THE POINT OF REFERENCE: RUN THENCE SOUTH 88°52'03" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35 A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'32" EAST, A DISTANCE OF 130.02 FEET; THENCE SOUTH 88°52'03" EAST, A DISTANCE OF 335.07 FEET; THENCE SOUTH 00°09'32" WEST, A DISTANCE OF 130.02 FEET TO A POINT ON THE SAID SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35; THENCE NORTH 88°52'03" WEST, A DISTANCE OF 335.07 FEET TO THE POINT OF BEGINNING.

EASEMENT #3 CONT.

LESS AND EXCEPT LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4884, PAGE 621 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, THENCE RUN SOUTH 88°52'03" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 35, A DISTANCE OF 669.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°09'32" EAST, 130.02 FEET; THENCE SOUTH 88°52'03" EAST, 16.08 FEET; THENCE RUN SOUTH 00°09'32" WEST, 130.02 FEET; THENCE NORTH 88°52'03" WEST, 16.08 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF "PARCEL 6" IN A LEGAL DESCRIPTION FOUND IN OFFICIAL RECORD BOOK 16702, PAGE(S) 2206-2212, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

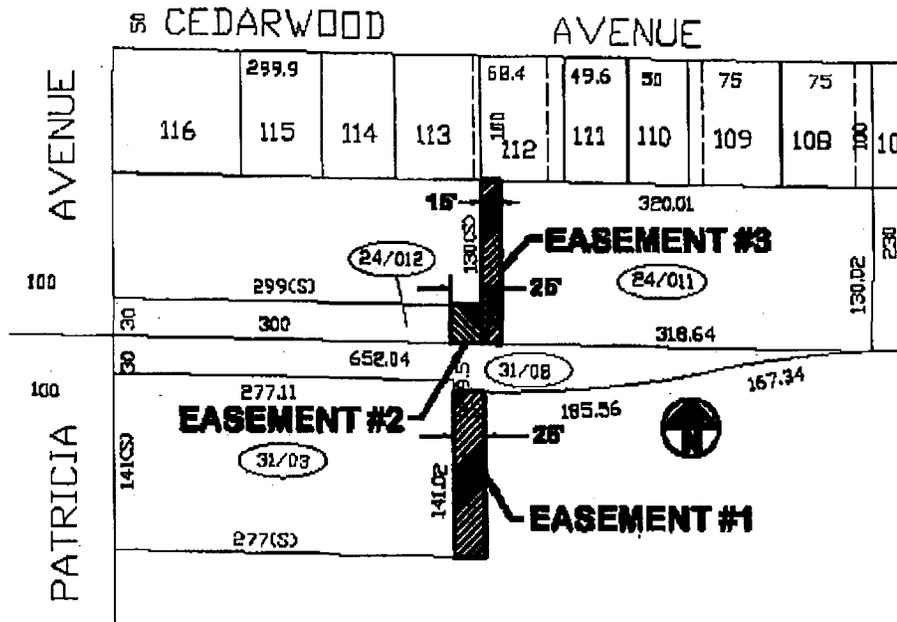
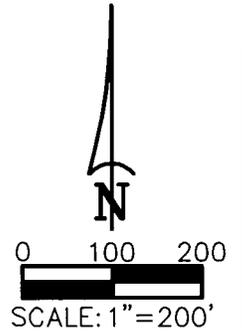


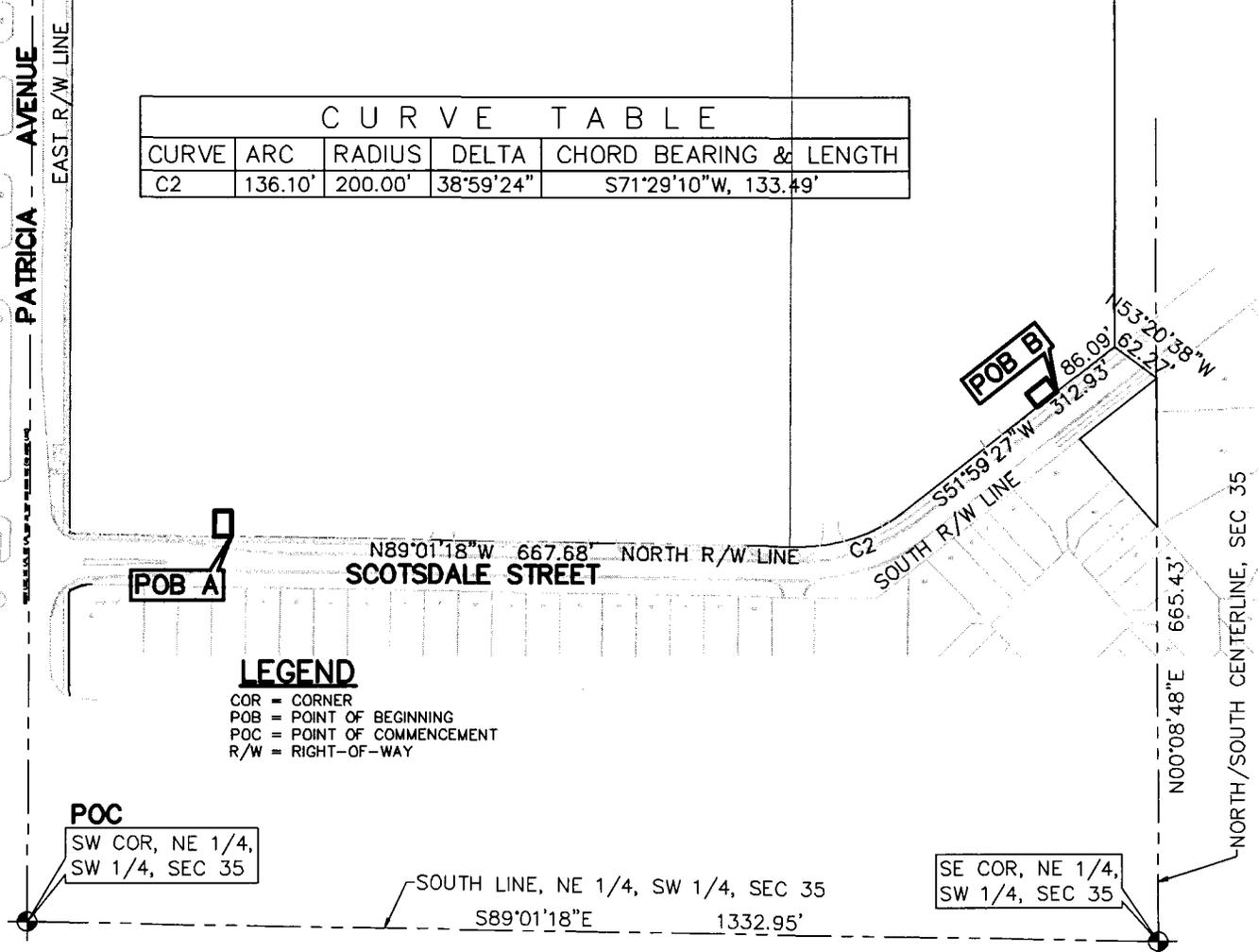
Exhibit "F"

**LEGAL DESCRIPTION OF
TWO (2) WELL SITES**

SECTION 35, TOWNSHIP 28S, RANGE 15E
 PINELLAS COUNTY, FLORIDA
 PROJECT NUMBER 4512-01



CURVE TABLE				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING & LENGTH
C2	136.10'	200.00'	38°59'24"	S71°29'10"W, 133.49'



LEGEND
 COR = CORNER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY

POC
 SW COR, NE 1/4,
 SW 1/4, SEC 35

SE COR, NE 1/4,
 SW 1/4, SEC 35

NOT A SURVEY

SHEET 1 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H: \JN\4512\DWG\4512SD WELLS.DWG			

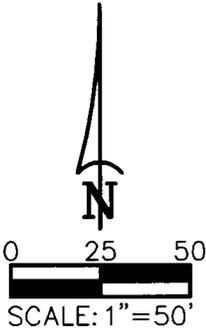
PATRICIA AVENUE

WELL EASEMENT



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

SECTION 35, TOWNSHIP 28S, RANGE 15E
 PINELLAS COUNTY, FLORIDA
 PROJECT NUMBER 4512-01

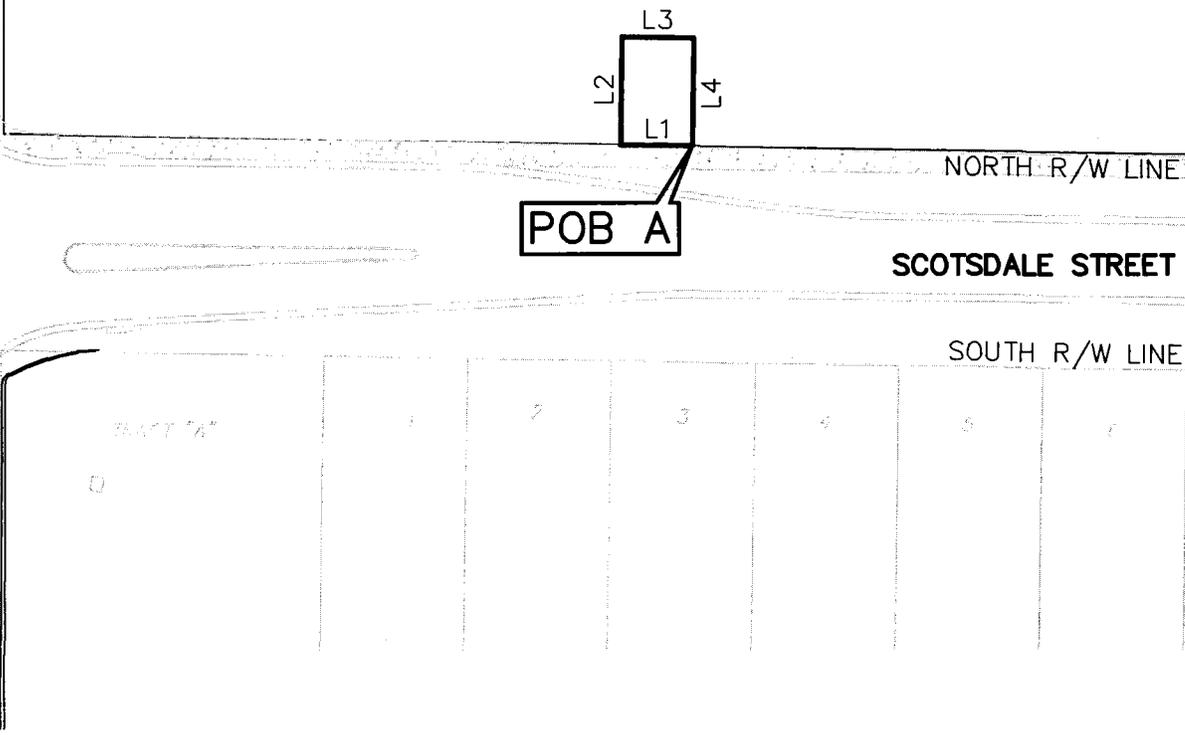


LEGEND

COR = CORNER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	N89°01'18"W
L2	30.00	N00°58'35"E
L3	20.00	S89°01'18"E
L4	30.00	S00°58'35"W

AVENUE
 PATRICIA



NOT A SURVEY

SHEET 2 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H:\JN\4512\DWG\4512SD WELLS.DWG			

**PATRICIA AVENUE
 WELL EASEMENT**



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

SECTION 35, TOWNSHIP 28S, RANGE 15E
 PINELLAS COUNTY, FLORIDA
 PROJECT NUMBER 4512-01

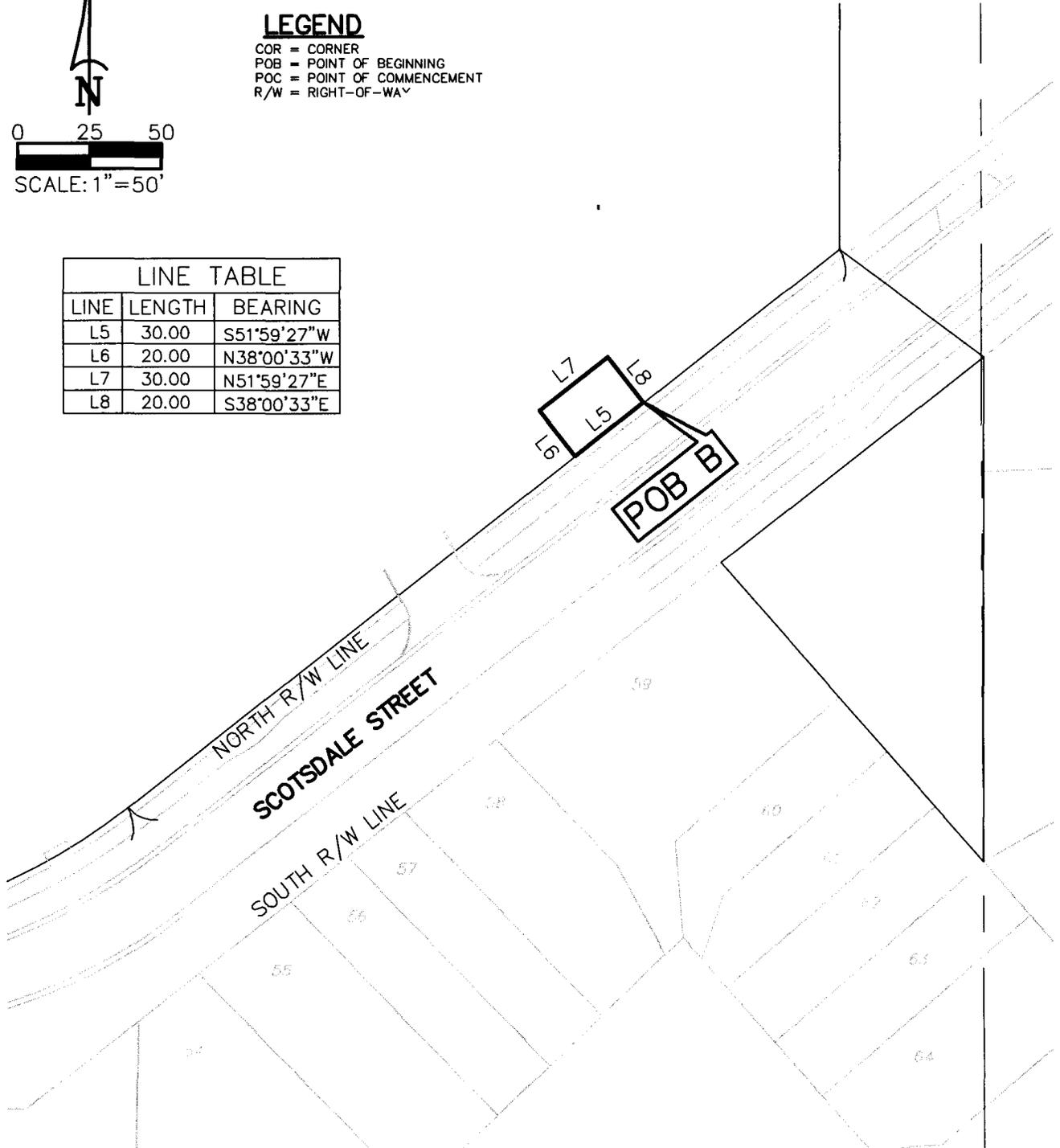


0 25 50
 SCALE: 1"=50'

LEGEND

COR = CORNER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L5	30.00	S51°59'27"W
L6	20.00	N38°00'33"W
L7	30.00	N51°59'27"E
L8	20.00	S38°00'33"E



NOT A SURVEY

SHEET 3 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H: \JN\4512\DWG\4512SD WELLS.DWG			

PATRICIA AVENUE
WELL EASEMENT



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

DESCRIPTION

A PORTION OF LAND LYING AND BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, S89°01'18"E, 1332.95 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35, N00°08'48"E, 665.43 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE N.53°20'38"W., 62.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) S.51°59'27"W., 312.93 FEET TO A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET; (2) THENCE WESTERLY ALONG SAID CURVE 136.10 FEET, THROUGH A CENTRAL ANGLE OF 38°59'24" (CHORD BEARING S71°29'10"W, 133.49 FEET); (3) THENCE N.89°01'18"W., 667.68 FEET TO THE POINT OF BEGINNING 'A'; (4) THENCE CONTINUE N.89°01'18"W., 20.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N.00°58'35"E., 30.00 FEET; THENCE S.89°01'18"E., 20.00 FEET; THENCE S.00°58'35"W., 30.00 FEET TO THE POINT OF BEGINNING 'A'.

CONTAINING 0.014 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF LAND LYING AND BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, S89°01'18"E, 1332.95 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35, N00°08'48"E, 665.43 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE N.53°20'38"W., 62.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S.51°59'27"W., 86.09 FEET TO THE POINT OF BEGINNING 'B'; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, S.51°59'27"W., 30.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N.38°00'33"W., 20.00 FEET; THENCE N.51°59'27"E., 30.00 FEET; THENCE S.38°00'33"E., 20.00 FEET TO THE POINT OF BEGINNING 'B'.

CONTAINING 0.014 ACRES, MORE OR LESS.

NOTES

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, SAID LINE BEING S89°01'18"E.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.


 DAN H. RIZZUTO
 PROFESSIONAL LAND SURVEYOR
 LS 5227, STATE OF FLORIDA

NOT A SURVEY

SHEET 4 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H: \JN\4512\DWG\4512SD WELLS.DWG			

PATRICIA AVENUE

WELL EASEMENT



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

ORDINANCE 15-37

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 375 PATRICIA AVENUE (PARCEL NO. 35-28-15-00000-310-0400), 401 PATRICIA AVENUE (PARCEL NO. 35-28-15-00000-310-0800), 403 PATRICIA AVENUE (PARCEL NO. 35-28-15-00000-240-0120), 407 PATRICIA AVENUE (PARCEL NO. 35-28-15-00000-240-0110), 1060 SCOTSDALE STREET (PARCEL NO. 35-28-15-00000-310-0100), 1065 SCOTSDALE STREET (PARCEL NO. 35-28-15-00000-310-0700) AND 1090 SCOTSDALE STREET (PARCEL NO. 35-28-15-00000-240-0400) FROM FORM-BASED MEDIUM (FX-M) TO FORM-BASED HIGH (FX-H); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owner of the property located at 375 Patricia Avenue, 403 Patricia Avenue, 407 Patricia Avenue, 1060 Scotsdale Street and 1065 Scotsdale Street has requested that the said property be rezoned from Form-Based Medium (FX-M) to Form-Based High (FX-H); and

WHEREAS, the City of Dunedin as owner of the property located at 401 Patricia Avenue and 1090 Scotsdale Street has requested that said property be rezoned from Form-Based Medium (FX-M) to Form-Based High (FX-H); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owners be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be zoned Form-Based High (FX-H) as said zoning classification is more particularly described in Dunedin's Land Development Code:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: November 5, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

EXHIBIT "A"

Legal descriptions of real property as described within attached:

- Certificate of Title entered September 11, 2009 and recorded in Official Records Book 16702, Pages 2206 through 2213, inclusive, of the Public Records of Pinellas County, Florida.
- Quit Claim Deed entered January 2, 1985 and recorded in Official Records Book 5919, Pages 18 through 20, inclusive, of the Public Records of Pinellas County, Florida.

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

Plaintiff.

v.

TPA INVESTMENTS, LLC AND GRADY C.
PRIDGEN III,

Defendants.

Documentary Tax Pd. \$.70¢
Intangible Tax Pd.
Ken Burke, Clerk, Pinellas County
By Gene DeMatteo, Deputy Clerk

Case No. 09-11332-CI-13

UCN:52200 9CA011332 XX CICI

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed an Amended Certificate of Sale in this action on August 31, 2009, for the real and personal property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following real and personal property in Pinellas County, Florida, more particularly described in Exhibit "1" or Schedule "1," that follows:

PARCEL 1:

A TRACT OF LAND BEING PART OF THE SW 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE
SW 1/4 OF SAID SECTION 35, PROCEED NORTH 00°17'00" EAST ALONG
THE CENTERLINE OF PATRICIA AVENUE AND THE 40 ACRE LINE,
774.90 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN
DESCRIBED; THENCE SOUTH 88°54'16" EAST 900.0 FEET; THENCE
SOUTH 00°17'00" WEST 313.08 FEET; THENCE NORTH 89°01'07" WEST
899.98 FEET TO A POINT IN SAID CENTERLINE OF PATRICIA AVENUE
AND SAID 40 ACRE LINE; THENCE NORTH 00°17'00" EAST ALONG SAID
CENTERLINE, 314.87 FEET TO THE POINT OF BEGINNING; LESS THE
WEST 50.00 FEET THEREOF DEEDED TO PINELLAS COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST AND RUN THENCE S. 0°17'00" W., 171.0 FEET ALONG THE CENTER-LINE OF PATRICIA AVENUE AND THE 40 ACRE LINE FOR A POINT OF BEGINNING; THENCE CONTINUE S. 0°17'00" W., 400.0 FEET; THENCE S. 88°52'03" E., 900.0 FEET PARALLEL TO THE EAST AND WEST 1/4 SECTION LINE; THENCE N. 0°17'00" W., 400.0 FEET PARALLEL TO THE CENTER-LINE OF SAID PATRICIA AVENUE; THENCE N. 88°52'03" W., 900.0 FEET TO THE POINT OF BEGINNING, LESS THE WEST 50.0 FEET THEREOF DEEDED TO COUNTY OF PINELLAS BY DEED RECORDED IN OFFICIAL RECORDS BOOK 206, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

PARCEL 2A:

A TRACT OF LAND BEING PART OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 35, PROCEED NORTH 00°17'00" EAST ALONG THE CENTERLINE OF PATRICIA AVENUE AND THE 40 ACRE LINE, 774.90 FEET; THENCE SOUTH 88°54'16" EAST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 00°17'00" EAST 0.95 FEET; THENCE SOUTH 88°54'03" EAST 849.99 FEET; THENCE SOUTH 00°17'00" WEST 0.94 FEET; THENCE NORTH 88°54'16" WEST 850.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35, ALSO BEING A POINT IN THE CENTER LINE OF PATRICIA AVENUE, RUN SOUTH 88°52'03" EAST ALONG THE EAST WEST CENTERLINE OF SAID SECTION 35, 50.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE SAID PATRICIA AVENUE FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°52'03" EAST ALONG THE SAID EAST WEST

CENTERLINE OF SECTION 35, 693.64 FEET; THENCE NORTH 0°09'32" EAST 130.02 FEET; THENCE SOUTH 88°52'03" EAST 368.07 FEET; THENCE SOUTH 42°41'13" EAST 73.39 FEET; THENCE SOUTH 47°18'47" WEST 216.49 FEET; THENCE ALONG A CURVE TO THE RIGHT, CHORD BEARING SOUTH 61°48'17" WEST CHORD DISTANCE 200.41 FEET ARC DISTANCE 202.57 FEET RADIUS 400.00 FEET; THENCE NORTH 88°52'03" WEST 499.35 FEET; THENCE NORTH 0°09'32" EAST 141.02 FEET; THENCE NORTH 88°52'03" WEST 277.11 FEET TO A POINT ON THE SAID EASTERLY RIGHT OF WAY OF PATRICIA AVENUE; THENCE NORTH 0°09'32" EAST ALONG SAID RIGHT OF WAY 30.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 5919, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

OVERALL LEGAL DESCRIPTION (PARCELS 1, 2, 2A & 3, "OVERALL LEGAL DESCRIPTION"):

A TRACT OF LAND BEING PART OF THE SW 1/4 AND THE NW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35 TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, ALSO BEING A POINT IN THE CENTER LINE OF PATRICIA AVENUE RUN SOUTH 88°52'03" EAST ALONG THE EAST WEST CENTERLINE OF SAID SECTION 35, 50.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID PATRICIA AVENUE; THENCE CONTINUE SOUTH 88°54'03" EAST ALONG THE SAID EAST WEST CENTERLINE OF SECTION 35, 652.67 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°54'03" EAST ALONG SAID EAST WEST CENTERLINE OF SAID SECTION 35, 377.37 FEET; THENCE SOUTH 47°16'47" WEST, A DISTANCE OF 105.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 202.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 29°00'56", AND A CHORD WHICH BEARS SOUTH 61°46'17" WEST A DISTANCE OF 200.41 FEET; THENCE SOUTH 88°54'03" EAST 73.03 FEET; THENCE SOUTH 00°17'00" WEST 714.02 FEET; THENCE NORTH 89°01'07" WEST 849.97 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PATRICIA AVENUE; THENCE NORTH 00°17'00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 715.72 FEET; THENCE SOUTH 88°54'03" EAST 277.59 FEET; THENCE NORTH 00°07'32" EAST 131.02 FEET; THENCE SOUTH 88°54'11" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 815.00 FEET; THENCE EASTERLY ALONG THE ARC OF

SAID CURVE A DISTANCE OF 185.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°02'43", AND A CHORD WHICH BEARS NORTH 84°34'22" EAST, A DISTANCE OF 185.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 735.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°02'41", AND A CHORD WHICH BEARS NORTH 84°34'23" EAST; A DISTANCE OF 166.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE SOUTH 89 DEGREES 01'07" EAST, 1,333.79 FEET; THENCE NORTH 00 DEGREES 08'48" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 490.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 03'43" WEST, 137.37 FEET; THENCE SOUTH 51 DEGREES 59'27" WEST, 306.65 FEET; THENCE NORTH 89 DEGREES 01'07" WEST, 101.21 FEET; THENCE NORTH 00 DEGREES 17'00" EAST, 373.08 FEET; THENCE NORTH 00 DEGREES 15'39" EAST, 399.97 FEET; THENCE NORTH 88 DEGREES 25'37" WEST, 73.10 FEET; THENCE A CURVE TO THE RIGHT WITH A RADIUS OF 400.00 FEET; DELTA ANGLE OF 29 DEGREES 00'37", CHORD OF 200.37 FEET, ARC OF 202.5369 FEET; TANGENT OF 103.49 FEET; CHORD BEARING NORTH 61 DEGREES 30'46" EAST, THENCE NORTH 47 DEGREES 18'47" EAST, 104.85 FEET; THENCE SOUTH 88 DEGREES 53'24" EAST, 250.94 FEET; THENCE SOUTH 00 DEGREES 08'48" WEST, 852.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF DUNEDIN, AS DESCRIBED IN QUIT CLAIM DEEDS AS RECORDED IN OFFICIAL RECORDS BOOK 5183, PAGE 166 AND OFFICIAL RECORDS BOOK 5183, PAGE 175, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

-BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE

15 EAST; THENCE SOUTH 89 DEGREES 01'07" EAST, 1,333.79 FEET; THENCE NORTH 00 DEGREES 08'48" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 490.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 03'43" WEST, 137.37 FEET; THENCE SOUTH 51 DEGREES 59'27" WEST, 306.65 FEET; THENCE NORTH 89 DEGREES 01'07" WEST 101.21 FEET; THENCE NORTH 00 DEGREES 17'00" EAST 373.08 FEET; THENCE NORTH 00 DEGREES 15'39" EAST, 399.97 FEET; THENCE NORTH 88 DEGREES 25'37" WEST, 73.10 FEET; THENCE A CURVE TO THE RIGHT WITH A RADIUS OF 400.00 FEET; DELTA ANGLE OF 29 DEGREES 00'37", CHORD OF 200.37 FEET, ARC OF 202.5309 FEET; TANGENT OF 103.49 FEET; CHORD BEARING NORTH 61 DEGREES 50'48" EAST; THENCE NORTH 47 DEGREES 18'47" EAST, 104.85 FEET; THENCE SOUTH 88 DEGREES 53'24" EAST, 250.94 FEET; THENCE SOUTH 00 DEGREES 08'48" WEST, 852.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF DUNEDIN, AS DESCRIBED IN QUITCLAIM DEEDS AS RECORDED IN OFFICIAL RECORDS BOOK 5183, PAGE 166 AND OFFICIAL RECORDS BOOK 5183, PAGE 173, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PORTION THEREOF:

A TRACT OF LAND LYING IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; RUN THENCE SOUTH 89°01'07" EAST A DISTANCE OF 1,333.79 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE NORTH 00°08'48" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 490.98 FEET; THENCE NORTH 41°03'43" WEST A DISTANCE OF 137.37 FEET (N 41°38'44" W, 136.47 FEET (F)) TO THE SOUTHERLY RIGHT OF WAY LINE OF SCOTSDALE AVENUE AS MONUMENTED; THENCE SOUTH 51°59'27" WEST A DISTANCE OF 306.65 FEET (306.15 FEET (F)); THENCE NORTH 89°01'07" WEST A DISTANCE OF 101.21 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN NORTH 00°17'00" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SCOTSDALE AVENUE; THENCE NORTH 00°17'42" EAST A DISTANCE OF 314.05 FEET; THENCE NORTH 00°16'21" EAST A DISTANCE OF 399.97 FEET; THENCE NORTH 88°54'05" WEST A DISTANCE OF 73.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A

DISTANCE OF 57.40 FEET THROUGH A CENTRAL ANGLE OF 08°13'17" (SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 72°10'04" EAST A CHORD DISTANCE OF 57.35 FEET) TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET, A DISTANCE OF 145.17 FEET THROUGH A CENTRAL ANGLE OF 20°47'39" (SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°39'36" EAST A CHORD DISTANCE OF 144.38 FEET); THENCE NORTH 47°16'45" EAST A DISTANCE OF 105.17 FEET; THENCE SOUTH 88°54'05" EAST A DISTANCE OF 199.50 FEET; THENCE SOUTH 00°05'58" WEST A DISTANCE OF 152.40 FEET; THENCE NORTH 88°54'05" WEST A DISTANCE OF 398.52 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH 30 FEET OF THE EAST 300 FEET OF THE WEST 350 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

PARCEL 6:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 AS A POINT OF REFERENCE; RUN THENCE SOUTH 88°52'03" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'32" EAST, A DISTANCE OF 130.02 FEET; THENCE SOUTH 88°52'03" EAST A DISTANCE OF 335.07 FEET; THENCE SOUTH 00°09'32" WEST A DISTANCE OF 130.02 FEET TO A POINT ON THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE NORTH 88°52'03" WEST A DISTANCE OF 335.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4884, PAGE 621, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, THENCE RUN SOUTH 88 DEGREES 52'03" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 35, A DISTANCE OF 669.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00

DEGREES 09'32" EAST 130.02 FEET; THENCE SOUTH 88 DEGREES 52'03" EAST 16.08 FEET; THENCE RUN SOUTH 00 DEGREES 09'32" WEST 130.02 FEET; THENCE NORTH 88 DEGREES 52'03" WEST 16.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS BENEFITING PARCEL 6 ABOVE AS MORE PARTICULARLY SET FORTH AND DESCRIBED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED IN O.R. BOOK 12154, PAGE 117, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

DESCRIPTION OF PERSONAL AND OTHER PROPERTY

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Schedule 1 attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "Subject Property"); together with all rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts-receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Subject Property; all advance payments of insurance premiums made by Debtor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof;

together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

WAS SOLD TO: WELLS FARGO BANK NATIONAL ASSOCIATION
WHOSE ADDRESS IS: CARLTON FIELDS PA P O BOX 2861 ST PETERSBURG FL 33731
WITNESS my hand and the seal of this Court on September 11, 2009.

KEN BURKE,
Clerk of Circuit Court

By: *Alvin Russell*
Deputy Clerk

Copies to:

Lee H. Rightmyer, Esq.
Carlton Fields, P.A.
P.O. Box 2861
St. Petersburg, Florida 33731-2861

Camille Iurillo, Esq.
Iurillo & Associates P.A.
600 First Avenue North, Suite 308
St. Petersburg, FL 33701-3609

This Indenture.

Whenever used herein, the term "party" shall include the heirs, personal representatives, executors and assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "male" shall include all the other hereto described if more than one.

Made this 2nd day of January, A. D. 1985

Between **A.C. NIELSEN COMPANY**

a corporation existing under the laws of the State of Delaware party of the first part, and

THE CITY OF DUNEDIN, FLORIDA, a Florida municipal corporation, of the County of Pinellas and State of Florida party of the second part, 750 ~~Deliverable~~ *Wendell Dr. 33528*

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Pinellas State of Florida, to wit:

13 15174357 40	22JAN85
40	13.00
	0.45
TOTAL	13.45 CHK

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO the lien of County taxes for the year 1984 and subsequent years.

SUBJECT TO easements and restrictions of record.

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its the day and year above written.

(Corporate Seal)

A.C. NIELSEN COMPANY

By *[Signature]* Vice President.

Attest: *[Signature]* Assistant Secretary

Signed, Sealed and Delivered in Our Presence:

SW 35 ✓
241 A

BELTREES R/W

This instrument was prepared by: JOHN G. HUBBARD, ESQ.
P.O. Box 1178
Dunedin, FL 33528-1178
RETURN TO:

State of ILLINOIS
County of }

D.P. 5919 PAGE 19

I Hereby Certify, That on this 2nd day of January A. D. 1965,
before me personally appeared W. N. Fleischman vice-
James W. Carter, Jr., respectively President and Assistant Secretary
of A.C. NIELSEN COMPANY, a corporation
under the laws of the State of Delaware, to me known to be the
persons described in and who executed the foregoing conveyance to

THE CITY OF DUNEDIN, FLORIDA, a Florida municipal corporation,
and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

Witness my signature and official seal at Northbrook
in the County of Cook and State of Illinois the day and
year last aforesaid.

My Commission Expires April 4 1987 Paul J. Kikler
Notary Public

Date

TO

FROM CORPORATION
Unit-Union Trust

DESCRIPTION: PARCEL 1

Section _____, Township _____ South, Range _____ East

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 50.00 feet to a point on the Easterly Right-of-Way of Patricia Avenue for a Point of Beginning. Thence continue S 88°-52'-03" E, 652.04 feet; thence by the arc of a curve to the Southwest, having a radius of 735.00 feet, an arc of 167.34 feet, a chord of 166.74 feet, chord bearing S 84°-36'-31" W, to a Point of Reverse curve; thence along an arc of curve to the right, having a radius of 815.00 feet, an arc of 185.56 feet, a chord of 185.16 feet, chord bearing S 84°-36'-31" W, thence N 88°-52'-03" W, 25.00 feet, thence N 0°-09'-32" E, 10.00 feet; thence N 88°-52'-03" W, 277.11 feet to a point on the easterly Right-of-Way of Patricia Avenue; thence N 0°-09'-32" E, 30.00 feet to the Point of Beginning.

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Contains 0.36 acres ±

DESCRIPTION: PARCEL 2

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 743.64 feet for a Point of Beginning; thence N 0°-09'-32" E, 80.00 feet; thence S 88°-52'-03" E, 415.21 feet; thence S 42°-41'-13" E, 4.07 feet; thence S 47°-18'-47" W, 111.28 feet; thence N 88°-52'-03" W, 336.38 feet to the Point of Beginning.

Contains 0.69 acres ±

DESCRIPTION: PARCEL 3

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 743.64 feet; thence N 0°-09'-32" E, 80.00 feet for a Point of Beginning; thence continue N 0°-09'-32" E, 50.02 feet; thence S 88°-52'-03" E, 368.07 feet; thence S 42°-41'-13" E, 69.32 feet; thence N 88°-52'-03" W, 415.21 feet to the Point of Beginning.

Contains 0.45 acres ±

Exhibit "A"

ORDINANCE 15-40

AN ORDINANCE BY THE CITY COMMISSION AMENDING THE CITY OF DUNEDIN CODE OF ORDINANCES TO REPEAL CHAPTER 105-22 FLOODPLAIN MANAGEMENT; TO ADOPT A NEW CHAPTER 105-42 FLOODPLAIN MANAGEMENT; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **Chapter 166** , Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Dunedin and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Dunedin was accepted for participation in the National Flood Insurance Program on May 14, 1971 and the Dunedin City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the Dunedin City Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

WHEREAS, the Dunedin City Commission is adopting a requirement to increase the minimum elevation requirement for buildings and structures and to require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a five year period in flood hazard areas and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Dunedin that the following floodplain management regulations, and the following local administrative amendments to the *Florida Building Code*, are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): Chapter 105 – Design Standards / Section 22 – Floodplain Management.

105-42 FLOODPLAIN MANAGEMENT

105-42.1 ADMINISTRATION

105-42.1.1 Title

These regulations shall be known as the *Floodplain Management Ordinance* of the City of Dunedin, hereinafter referred to as “this ordinance.”

105-42.1.2 Scope

The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

105-42.1.3 Intent

The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to

minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (A) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (B) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (C) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (D) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (E) Minimize damage to public and private facilities and utilities;
- (F) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (G) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (H) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

105-42.1.4 Coordination with the *Florida Building Code*

This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

105-42.1.5 Warning

The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

105-42.1.6 Disclaimer of Liability

This ordinance shall not create liability on the part of the City Commission of the City of Dunedin or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

105-42.2 APPLICABILITY

105-42.2.1 General

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

105-42.2.2 Areas to which this ordinance applies

This ordinance shall apply to all flood hazard areas within the City of Dunedin, as established in Section 105-42.2.3 of this ordinance.

105-42.2.3 Basis for establishing flood hazard areas

The Flood Insurance Study for Pinellas County, Florida and Incorporated Areas dated August 18, 2009, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Dunedin Engineering Division.

105-42.2.3.1 Submission of additional data to establish flood hazard areas

To establish flood hazard areas and base flood elevations, pursuant to Section 105-42.5 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (A) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
- (B) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

105-42.2.4 Other laws

The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

105-42.2.5 Abrogation and greater restrictions

This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

105-42.2.6 Interpretation

In the interpretation and application of this ordinance, all provisions shall be:

- (A) Considered as minimum requirements;
- (B) Liberally construed in favor of the governing body; and
- (C) Deemed neither to limit nor repeal any other powers granted under state statutes.

105-42.3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

105-42.3.1 Designation

The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

105-42.3.2 General

The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 105-42.7 of this ordinance.

105-42.3.3 Applications and permits

The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (A) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (B) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;

- (C) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (D) Provide available flood elevation and flood hazard information;
- (E) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (F) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (G) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- (H) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

105-42.3.4 Substantial improvement and substantial determinations

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (A) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (B) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (C) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and

- (D) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant provisions of the *Florida Building Code* and this ordinance is required.

105-42.3.5 Modifications of the strict application of the requirements of the *Florida Building Code*

The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 105-42.7 of this ordinance.

105-42.3.6 Notices and orders

The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

105-42.3.7 Inspections

The Floodplain Administrator shall make the required inspections as specified in Section 105-42.6 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

105-42.3.8 Other duties of the Floodplain Administrator

The Floodplain Administrator shall have other duties, including but not limited to:

- (A) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 105-42.3.4 of this ordinance;
- (B) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (C) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

- (D) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete;
- (E) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Dunedin are modified; and
- (F) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”

105-42.3.9 Floodplain management records

Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the City of Dunedin Planning & Development Department.

105-42.4 PERMITS

105-42.4.1 Permits required

Any owner or owner’s authorized agent (hereinafter “applicant”) who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

105-42.4.2 Floodplain development permits or approvals

Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

105-42.4.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (A) Railroads and ancillary facilities associated with the railroad.
- (B) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (C) Temporary buildings or sheds used exclusively for construction purposes.
- (D) Mobile or modular structures used as temporary offices.
- (E) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (F) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (G) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (H) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (I) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

105-42.4.3 Application for a permit or approval

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (A) Identify and describe the development to be covered by the permit or approval.
- (B) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (C) Indicate the use and occupancy for which the proposed development is intended.
- (D) Be accompanied by a site plan or construction documents as specified in Section 105-42.5 of this ordinance.
- (E) State the valuation of the proposed work.
- (F) Be signed by the applicant or the applicant's authorized agent.
- (G) Give such other data and information as required by the Floodplain Administrator.

105-42.4.4 Validity of permit or approval

The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

105-42.4.5 Expiration

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

105-42.4.6 Suspension or revocation

The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

105-42.4.7 Other permits required

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before

commencement of the permitted development, including but not limited to the following:

- (A) The Southwest Florida Water Management District; section 373.036, F.S.
- (B) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (C) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
- (D) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (E) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (F) Federal permits and approvals.

105-42.5 SITE PLANS AND CONSTRUCTION DOCUMENTS

105-42.5.1 Information for development in flood hazard areas

The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (A) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (B) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.-42.5.2(B) or (C) of this ordinance.
- (C) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105-42.5.2(A) of this ordinance.
- (D) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (E) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

- (F) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (G) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (H) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- (I) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

105-42.5.2 Information in flood hazard areas without base flood elevations (approximate Zone A)

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (A) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (B) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (C) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 2. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (D) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA,

and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

105-42.5.3 Additional analyses and certifications

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (A) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105-42.5.4 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (B) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (C) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105-42.5.4 of this ordinance.
- (D) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

105-42.5.4 Submission of additional data

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood

elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

105-42.6 INSPECTIONS

105-42.6.1 General

Development for which a floodplain development permit or approval is required shall be subject to inspection.

105-42.6.1.1 Development other than buildings and structures

The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

105-42.6.1.2 Buildings, structures and facilities exempt from the *Florida Building Code*.

The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

105-42.6.1.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (A) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (B) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 105-42.5.2(C)2 of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

105-42.6.1.2.2 Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection

As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent

grade; such certifications and documentations shall be prepared as specified in Section 105-42.6.1.2.1 of this ordinance.

105-42.6.1.3 Manufactured homes

The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

105-42.7 VARIANCES AND APPEALS

105.42.7.1 General

The Building Board of Adjustment and Appeals shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Building Board of Adjustment and Appeal shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

105-42.7.2 Appeals

The Building Board of Adjustment and Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

105-42.7.3 Limitations on authority to grant variances

The Building Board of Adjustment and Appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 105-42.7.6 of this ordinance, the conditions of issuance set forth in Section 105-42.7.7 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Building Board of Adjustment and Appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

105-42.7.3.1 Restrictions in floodways

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 105-42.5.3 of this ordinance.

105-42.7.4 Historic buildings

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code*,

Existing Building, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

105-42.7.5 Functionally dependent uses

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 105-42.7.3.1, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

105-42.7.6 Considerations for issuance of variances. In reviewing requests for variances, the Building Board of Adjustment and Appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (A) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (B) The danger to life and property due to flooding or erosion damage;
- (C) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (D) The importance of the services provided by the proposed development to the community;
- (E) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (F) The compatibility of the proposed development with existing and anticipated development;
- (G) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (H) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (I) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (J) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and

facilities such as sewer, gas, electrical and water systems, streets and bridges.

105-42.7.7 Conditions for issuance of variances

Variances shall be issued only upon:

- (A) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (B) Determination by the Building Board of Adjustment and Appeals that:
 - 1. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - 2. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - 3. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (C) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (D) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

105-42.8 VIOLATIONS

105-42.8.1 Violations

Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure

without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

105-42.8.2 Authority

For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

105-42.8.3 Unlawful continuance

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

105-42.10 DEFINITIONS 105-42.10.1 GENERAL

105-42.10.1.1 Scope

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

105-42.10.1.2 Terms defined in the *Florida Building Code*

Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

105-42.10.1.3 Terms not defined

Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is

commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Coastal construction control line. The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (A) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (B) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the “start of construction” commenced before May 14, 1971. [Also defined in FBC, B, Section 1612.2.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 14, 1971.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (A) The overflow of inland or tidal waters.
- (B) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (A) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (B) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (A) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (B) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (C) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the “start of construction” commenced on or after May 14, 1971 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 14, 1971.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

- (A) Built on a single chassis;
- (B) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (C) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (D) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means

either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial Improvement. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to December 17, 2015. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. (Also defined in FBC, B, Section 1612.2.)

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

105-42.20 FLOOD RESISTANT DEVELOPMENT

10-42.20.1 BUILDINGS AND STRUCTURES

105-42.20.1.1 Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*

Pursuant to Section 105-42.4.2.1 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial

improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 105-42.26 of this ordinance.

105-42.20.1.2 Buildings and structures seaward of the coastal construction control line

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (A) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building Section 3109* and *Section 1612* or *Florida Building Code, Residential Section R322*.
- (B) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

105-42.21 SUBDIVISIONS

105-42.21.1 Minimum requirements

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (A) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (B) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (C) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

105-42.21.2 Subdivision plats

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (A) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (B) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 105-42.5.2(A) of this ordinance; and

- (C) Compliance with the site improvement and utilities requirements of Section 105-42.22 of this ordinance.

105-42.22 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

105-42.22.1 Minimum requirements

All proposed new development shall be reviewed to determine that:

- (A) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (B) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (C) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

105-42.22.2 Sanitary sewage facilities

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

105-42.22.3 Water supply facilities

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

105-42.22.4 Limitations on sites in regulatory floodways

No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 105-42.5.3(A) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

105-42.22.5 Limitations on placement of fill

Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and

structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

105-42.22.6 Limitations on sites in coastal high hazard areas (Zone V)

In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 105-42.5.3(D) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 105-42.26.8(C) of this ordinance.

105-42.23 MANUFACTURED HOMES

105-42.23.1 General

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

105-42.23.2 Foundations

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (A) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. Foundations for manufactured homes subject to Section 105-42.23.4.2 are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
- (B) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

105-42.23.3 Anchoring

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

105-42.23.4 Elevation

Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 105-42.23.4.1 or 105-42.23.4.2 of this ordinance, as applicable.

105-42.23.4.1 General elevation requirement

Unless subject to the requirements of Section 105-42.23.4.2 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

105-42.23.4.2 Elevation requirement for certain existing manufactured home parks and subdivisions

Manufactured homes that are not subject to Section 105-42.23.4.1 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (A) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
- (B) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.

105-42.23.5 Enclosures

Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

105-42.23.6 Utility equipment

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

105-42.24 RECREATIONAL VEHICLES AND PARK TRAILERS

105-42.24.1 Temporary placement

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (A) Be on the site for fewer than 180 consecutive days; or
- (B) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

105-42.24.2 Permanent placement

Recreational vehicles and park trailers that do not meet the limitations in Section 105-42.24.1 of this ordinance for temporary placement shall meet the requirements of Section 105-42.23 of this ordinance for manufactured homes.

105-42.25 TANKS

105-42.25.1 Underground tanks

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

105-42.25.2 Above-ground tanks; not elevated

Above-ground tanks that do not meet the elevation requirements of Section 105-42.25.3 of this ordinance shall:

- (A) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (B) Not be permitted in coastal high hazard areas (Zone V).

105-42.25.3 Above-ground tanks, elevated

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

105-42.25.4 Tank inlets and vents

Tank inlets, fill openings, outlets and vents shall be:

- (A) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (B) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

105-42.26 OTHER DEVELOPMENT

105-42.26.1 General requirements for other development

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (A) Be located and constructed to minimize flood damage;
- (B) Meet the limitations of Section 105-42.22.4 of this ordinance if located in a regulated floodway;
- (C) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (D) Be constructed of flood damage-resistant materials; and
- (E) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

105-42.26.2 Fences in regulated floodways

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 105-42.22.4 of this ordinance.

105-42.26.3 Retaining walls, sidewalks and driveways in regulated floodways

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 105-42.22.4 of this ordinance.

105-42.26.4 Roads and watercourse crossings in regulated floodways

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 105-42.22.4 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 105-42.5.3(C) of this ordinance.

105-42.26.5 Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V)

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (A) Structurally independent of the foundation system of the building or structure;
- (B) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (C) Have a maximum slab thickness of not more than four (4) inches.

105-42.26.6 Decks and patios in coastal high hazard areas (Zone V)

In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (A) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (B) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (C) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (D) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and

compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

105-42.26.7 Other development in coastal high hazard areas (Zone V)

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (A) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (B) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (C) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

105-42.26.8 Nonstructural fill in coastal high hazard areas (Zone V)

In coastal high hazard areas:

- (A) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (B) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (C) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 3. Technical Amendments to the *Florida Building Code*. The City of Dunedin Code of Ordinances, Section 105-21.2 is hereby amended by the following technical amendments to the *Florida Building Code, Residential R322.2.1* Elevation requirements.

- (A) Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

- (B) Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
- (C) In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet if a depth number is not specified.
- (D) Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

SECTION 4. Technical Amendments to the *Florida Building Code*. The City of Dunedin Code of Ordinances, Section 105-21.2 is hereby amended by the following technical amendments to the *Florida Building Code, Building*.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to December 17, 2015. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include: any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

SECTION 5. The City of Dunedin Code of Ordinances, Section 105-21.2 is hereby amended by the following technical amendments to the *Florida Building Code, Existing Building*

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to December 17, 2015. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include: any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

SECTION 6. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Dunedin. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the Dunedin City Commission that the provisions of this ordinance shall become and be made a part of the Dunedin Land Development Code, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

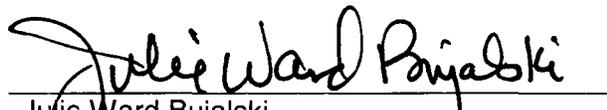
SECTION 8. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.

ATTEST:


Denise M. Kirkpatrick
City Clerk


Julie Ward Bujalski
Mayor

READ FIRST TIME AND PASSED:

December 03, 2015

READ SECOND TIME AND ADOPTED:

December 17, 2015

ORDINANCE 15-41

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 920 AND 922 HIGHLAND AVENUE, 421, 424, 425, 426, 428, 429, 430, 432, 434, 435, 436, 437 AND 439 HIGHLAND COURT, 936, 937, 940, 945, 946, 952, 958, 968, 969, 971, 973, 974 AND 978 HOWARD AVENUE FROM DOWNTOWN RESIDENTIAL (DR) TO DOWNTOWN CORE (DC); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City staff has requested that the properties described herein be rezoned from Downtown Residential (DR) to Downtown Core (DC); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real properties, and has recommended that the zoning request be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from Downtown Residential (DR) to Downtown Core (DC), as said zoning classification is more particularly described in Dunedin's Land Development Code:

920 Highland Avenue
922 Highland Avenue
421 Highland Court

424 Highland Court
425 Highland Court
426 Highland Court
428 Highland Court
429 Highland Court
430 Highland Court
432 Highland Court
434 Highland Court
435 Highland Court
436 Highland Court
437 Highland Court
439 Highland Court
936 Howard Avenue
937 Howard Avenue
940 Howard Avenue
945 Howard Avenue
946 Howard Avenue
952 Howard Avenue
958 Howard Avenue
968 Howard Avenue
969 Howard Avenue
971 Howard Avenue
973 Howard Avenue
974 Howard Avenue
978 Howard Avenue

Section 2: That Exhibit "A" attached hereto and incorporated herein reflects the addresses, parcel identification numbers and present and proposed zoning categories of the properties affected by this zoning Ordinance.

Section 3: This Ordinance shall become effective upon final passage and adoption.

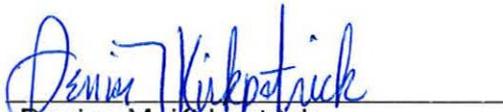
**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.**





Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: December 03, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

ORDINANCE 15-41
 EXHIBIT "A"

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
920	HIGHLAND AVE			272815515880002003	DR	DC
922	HIGHLAND AVE			272815515880002003	DR	DC
421	HIGHLAND CT			272815386640000090	DR	DC
424	HIGHLAND CT			272815386640000110	DR	DC
425	HIGHLAND CT			272815386640000080	DR	DC
426	HIGHLAND CT			272815386640000110	DR	DC
428	HIGHLAND CT			272815386460000010	DR	DC
429	HIGHLAND CT			272815386460000070	DR	DC
430	HIGHLAND CT			272815386460000020	DR	DC
432	HIGHLAND CT			272815386460000020	DR	DC
434	HIGHLAND CT			272815386460000030	DR	DC
435	HIGHLAND CT			272815386460000060	DR	DC
436	HIGHLAND CT			272815386460000030	DR	DC
437	HIGHLAND CT			272815386460000050	DR	DC
439	HIGHLAND CT			272815386460000050	DR	DC
936	HOWARD AVE			272815243000020120	DR	DC
937	HOWARD AVE			272815243000010120	DR	DC
937	HOWARD AVE	A		272815243000010120	DR	DC
937	HOWARD AVE	B		272815243000010120	DR	DC
940	HOWARD AVE			272815243000020110	DR	DC
945	HOWARD AVE			272815243000010110	DR	DC
945	HOWARD AVE	A		272815243000010110	DR	DC
945	HOWARD AVE	B		272815243000010110	DR	DC
945	HOWARD AVE	C		272815243000010110	DR	DC
946	HOWARD AVE			272815243000020100	DR	DC
952	HOWARD AVE			272815243000020090	DR	DC
958	HOWARD AVE			272815243000020080	DR	DC
968	HOWARD AVE			272815243000020060	DR	DC
969	HOWARD AVE			272815243000010060	DR	DC
971	HOWARD AVE			272815243000010060	DR	DC
973	HOWARD AVE			272815243000010050	DR	DC
974	HOWARD AVE			272815243000020050	DR	DC
978	HOWARD AVE			272815243000020040	DR	DC

ORDINANCE 15-42

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED AT 1400 BAYSHORE BOULEVARD, 1460 BELTREES STREET (PARCEL NUMBERS 35-28-15-79270-000-0010, 35-28-15-79270-000-0020, 35-28-15-79270-000-0030, 35-28-15-79270-000-0040, 35-28-15-79270-000-0050 AND 35-28-15-79270-000-0060), 1480 BELTREES STREET (PARCEL NUMBERS 35-28-15-79270-000-0070, 35-28-15-79270-000-0080, 35-28-15-79270-000-0090 AND 35-28-15-79270-000-0100), 1350, 1993, 1995 AND 2093 COUNTY ROAD 1, 605 PALM BOULEVARD, 795 SAN CHRISTOPHER DRIVE AND 1410 SANTA ANNA FROM GENERAL OFFICE (GO) TO NEIGHBORHOOD BUSINESS (NB); REZONING CERTAIN REAL PROPERTY LOCATED AT 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 521, 523, 525 AND 527 S PAULA DRIVE FROM GENERAL BUSINESS (GB) TO NEIGHBORHOOD BUSINESS (NB); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City staff has requested that the properties described herein be rezoned from General Office (GO) and General Business (GB) to Neighborhood Business (NB); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real properties, and has recommended that the zoning request be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from General Office (GO) to Neighborhood Business (NB), as said zoning classification is more particularly described in Dunedin's Land Development Code:

1400 Bayshore Boulevard

1460 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0010)

1460 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0020)

1460 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0030)
1460 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0040)
1460 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0050)
1460 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0060)
1480 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0070)
1480 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0080)
1480 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0090)
1480 Beltrees Street (Parcel ID Number 35-28-15-79270-000-0100)
1350 County Road 1
1993 County Road 1
1995 County Road 1
2093 County Road 1
605 Palm Boulevard
795 San Christopher Drive
1410 Santa Anna

Section 2: That from and after the effective date of the within Ordinance, the following described real property shall hereby be rezoned from General Business (GB) to Neighborhood Business (NB), as said zoning classification is more particularly described in Dunedin's Land Development Code:

501 S Paula Drive
503 S Paula Drive
505 S Paula Drive
507 S Paula Drive
509 S Paula Drive
511 S Paula Drive
513 S Paula Drive
515 S Paula Drive
517 S Paula Drive
519 S Paula Drive
521 S Paula Drive
523 S Paula Drive
525 S Paula Drive
527 S Paula Drive

Section 3: That Exhibit "A" attached hereto and incorporated herein reflects the addresses, parcel identification numbers and present and proposed zoning categories of the properties affected by this zoning Ordinance.

Section 4: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.



Julie Ward Bujalski

Julie Ward Bujalski
Mayor

ATTEST:

Denise M. Kirkpatrick

Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED:

December 03, 2015

READ SECOND TIME AND ADOPTED:

December 17, 2015

ORDINANCE 15-42
EXHIBIT "A"

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
1400	BAYSHORE BLVD			272815546120000412	GO	NB
1460	BELTREES ST	UNIT	A	352815792700000010	GO	NB
1460	BELTREES ST	UNIT	B	352815792700000020	GO	NB
1460	BELTREES ST	UNIT	C	352815792700000030	GO	NB
1460	BELTREES ST	UNIT	D	352815792700000040	GO	NB
1460	BELTREES ST	UNIT	E	352815792700000050	GO	NB
1460	BELTREES ST	UNIT	F	352815792700000060	GO	NB
1480	BELTREES ST	UNIT	G	352815792700000070	GO	NB
1480	BELTREES ST	UNIT	H	352815792700000080	GO	NB
1480	BELTREES ST	UNIT	I	352815792700000090	GO	NB
1480	BELTREES ST	UNIT	J	352815792700000100	GO	NB
1350	COUNTY ROAD 1			262815000001400100	GO	NB
1993	COUNTY ROAD 1			242815000002300120	GO	NB
1995	COUNTY ROAD 1			242815000002300120	GO	NB
2093	COUNTY ROAD 1			242815000002300120	GO	NB
605	PALM BLVD			222815233460020010	GO	NB
605	PALM BLVD	UNIT	A	222815233460020010	GO	NB
605	PALM BLVD	UNIT	B	222815233460020010	GO	NB
795	SAN CHRISTOPHER DR			262815000002300400	GO	NB
1410	SANTA ANNA			222815233100440000	GO	NB

ADDRESS/PARCEL INFORMATION					ZONING	
NUMBER	NAME	QUAL	APT	PARCEL NO.	CURRENT	PROPOSED
501	S PAULA DR			152815231660060200	GB	NB
503	S PAULA DR			152815231660060200	GB	NB
505	S PAULA DR			152815231660060200	GB	NB
507	S PAULA DR			152815231660060200	GB	NB
509	S PAULA DR			152815231660060200	GB	NB
511	S PAULA DR			152815231660060200	GB	NB
513	S PAULA DR			152815231660060200	GB	NB
515	S PAULA DR			152815231660060200	GB	NB
517	S PAULA DR			152815231660060200	GB	NB
519	S PAULA DR			152815231660060200	GB	NB
521	S PAULA DR			152815231660060200	GB	NB
523	S PAULA DR			152815231660060200	GB	NB
525	S PAULA DR			152815231660060200	GB	NB
527	S PAULA DR			152815231660060200	GB	NB

ORDINANCE 15-43

AN ORDINANCE OF THE CITY OF DUNEDIN, FLORIDA, AMENDING CHAPTER 38 "FIRE PROTECTION AND PREVENTION", MORE SPECIFICALLY SECTION 38-35 "FIRE PROTECTION, HYDRANT AND FLOW REQUIREMENTS FOR NEW DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Dunedin's Fire Chief, Deputy Fire Marshal and City Engineer are recommending to amend Section 38-35 "Fire protection, hydrant and flow requirements for new development" of the City of Dunedin Code of Ordinances; and

WHEREAS, the City Commission has received input from the public at two public hearings; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Section 38-35 of Chapter 38, Subpart A, Part II of the Code of Ordinances of the City of Dunedin shall be amended, to read as follows:

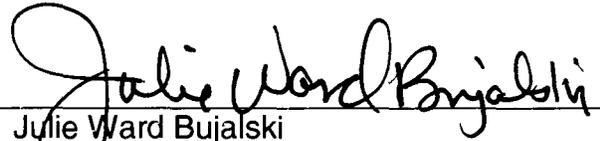
- **Sec. 38-35. - Fire protection, hydrant and flow requirements for new development.**
 - (a) When plans are submitted to the city for approval of proposed subdivisions, mobile home parks or other developments, the fire marshal shall review the developments for compliance to adopted fire codes. Plans for any structural development or remodeling shall be reviewed by the fire marshal for compliance to the adopted fire codes.
 - (b) The following hydrant specifications are considered to be minimal, and the fire chief or designee may require a higher level of fire protection for specific developments:
 - (1) All fire hydrants, public or private, shall be:
 - a. Accessible at all times, with hose connections readily available;
 - b. Not less than 25 feet from a building without the specific approval of the fire official;

- c. Installed and maintained with a clearance of ~~clearance of 7½ foot in front of and to the sides of the fire hydrant, four foot clearance to the rear of the fire hydrant~~ of 7½ foot in accordance with the most current and adopted edition of NFPA 1;
 - d. Without visual obstruction from roadways;
 - e. Protected by six-inch concrete, reinforced posts not less than three feet above and below surrounding grade and painted for high visibility, when located in paved areas or parking lots or other areas of traffic hazard;
 - f. Set with the lowest hose connection at least 18 inches above the finished surrounding grade; and
 - g. Painted chrome-yellow.
- (2) Fire hydrants in single-family subdivision areas, shall be:
- a. Spaced not more than 500 vehicular travel feet between hydrants;
 - b. Capable of delivering a minimum fire flow ~~of 500 gpm~~ in accordance with the most current and adopted edition of NFPA 1 with required pressure; and
 - c. Located in the public right-of-way or easement in alignment with the side lot lines of abutting properties.
- (3) Fire hydrants in industrial, commercial, multifamily, mobile home park, recreational vehicle park, structures for public congregation and other high-value sites, shall be:
- a. Spaced not more than 300 vehicular travel feet between hydrants; and
 - b. Capable of providing a minimum fire flow ~~of 750 gpm~~ in accordance with the most current and adopted edition of NFPA 1 with required residual pressure.
 - c. ~~Provided on the same side of the street as the proposed project.~~ Located on the same side of the street when street is over three lanes in width in any direction.

- (4) Fire hydrants shall be located in close proximity (no closer than 40 feet, no further than 100 feet) to any fire department connection (sprinkler or standpipe) and be located on the same side of the street as the proposed connection as determined by the AHJ.
 - (5) ~~Other than within residential developments, a~~ All measurements as called in ~~this~~ sections (b)2 and (b)3 shall be measured along ~~the same side of the street~~ an approved fire department access road.
 - (6) Streets classified as arterial and collector roadways (as defined in section 105-31.8.1) should have fire hydrant distribution on both sides of the roadway, utilizing spacing criteria listed above.
 - (7) Prior to any construction, water supply and fire hydrants required by and in accordance with this code shall be installed and operational prior to the construction of any building.
 - (8) The fire official shall specify additional hydrants on public or private property where required for adequate protection of structures, buildings or other hazards.
- (c) Existing fire hydrants within private property or isolated by physical barriers from the proposed development site may not be utilized for fire protection requirements of the proposed construction.
- (d) The following fire protection specifications are considered to be minimal, and the fire chief or designee may require a higher level of fire protection for specific developments:
- (1) Size of mains. The minimum size for all main distribution lines to which a fire hydrant is connected to shall be six inches in diameter and be of a looped system or not exceeding dead end lengths as identified in the city standard detail.
 - (2) All fire line and fire department connection lines shall be DR 14 type and/or rated to a minimum of 200 PSI.
 - (3) Fire department connection location shall be approved by the AHJ during plan review.
 - (4) All fire protection system components such as riser, fire department connection shall be painted red.
 - (5) Fire line must be separate from the domestic water line.

Section 2. That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: December 03, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

ORDINANCE 15-44

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND 203 N. MARION STREET, L.L.C.; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Dunedin and 203 N. Marion Street, L.L.C. have entered into and concluded negotiations of a Development Agreement pertaining to and setting forth the terms and conditions for the development of certain parcels located at 940 and 966 Douglas Avenue, Dunedin, Florida; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the terms and conditions of the Development Agreement, and has recommended that the same be approved; and

WHEREAS, due and proper public hearings on the said Development Agreement having been completed pursuant to Section 104-33.7.2 of the City's Land Development Code and Florida Statute 163.3225; and

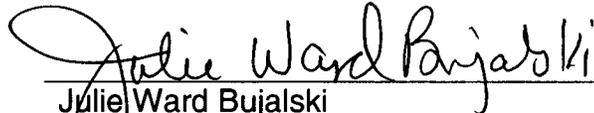
WHEREAS, the City Commission wishes to authorize the Mayor of the City to sign the said Development Agreement with 203 N. Marion Street, L.L.C.; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That the Mayor is authorized to execute the Development Agreement between the City of Dunedin and 203 N. Marion Street, L.L.C., as attached hereto and incorporated by reference herein.

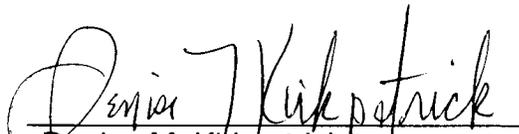
Section 2: This Ordinance shall become effective upon final passage and adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF DUNEDIN, FLORIDA, THIS 3rd day of March , 2016.**



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 4, 2016

READ SECOND TIME AND ADOPTED: March 3, 2016

**DEVELOPMENT AGREEMENT
(ARTISAN APARTMENT HOMES)**

THIS AGREEMENT (the "Agreement") made and entered into this 11th day of March, 2016, by and between the **CITY OF DUNEDIN**, a Florida municipal corporation hereinafter referred to as "City" and **203 N. MARION STREET, L.L.C.**, a Florida limited liability company, hereinafter referred to as "Developer".

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS

1. Developer is the current fee simple owner and Developer of that certain tract of land located within the City of Dunedin, Pinellas County, Florida, hereinafter referred to as the "Developer's Property" and more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. The City is presently the fee simple owner of the certain tract of land approximately 0.44 acres in size located within the City of Dunedin, Pinellas County, Florida, hereinafter referred to as "City Property" or "Monroe Street Property" said property being legally described in Exhibit "B" attached hereto and incorporated herein by reference.

A. The City shall convey the City Property to the Developer by June 1, 2016. The appraised value of the City Property is \$390,000.00, however the parties have agreed to set the value at \$400,000.00. Developer shall pay the recording costs of the deed and its attorney fees incurred relative to the transfer. City shall pay for the recording fees of any curative instruments for title, the documentary stamp tax on the deed, and the premium for an owner's policy of title insurance, together with its attorney fees incurred relative to the transfer.

B. Upon the conveyance by the City, the combined City's Property and Developer's Property shall hereafter be referred to as "Property".

3. Contemporaneously with the execution of this Development Agreement the City and the Developer are entering into a Parking Garage Lease, hereinafter referred to as "Lease" whereby the City shall lease 195 parking spaces in the parking garage contemplated in this Agreement and 20 parking spaces on the Monroe Street Property.

A. The terms of the Lease includes an annual maintenance cost to be paid by the City.

B. In return for the conveyance of the City Property to the Developer the Developer shall pay its purchase money obligation amortized over a 20 year period at 5.2% interest with annual installments in the amount of \$32,211.00. Said installments shall be in the form of an annual credit in the sum of \$32,211.00 in favor of the City and applied against the City's obligations under the terms and conditions of the Lease for the term thereof, provided said Lease remains in effect. Said credit shall be applied against the maintenance cost required to be paid by the City in the Lease.

C. Should the Lease be terminated by Developer prior to the expiration of the term of the Lease by reason of default by the City, the balance of the purchase price, together with accrued and unpaid interest and charges due related to the obligation shall be applied against the balance due to the City as a credit against all remaining sums due from Developer.

D. Should the lease be terminated by the City prior to the expiration of the term of the Lease by reason of default by Developer, the City may accelerate the purchase money obligation and demand payment in full, and the City shall have all available remedies under the Lease, at law or in equity..

4. In 2008 the Developer's predecessor in title, Keller Sales & Engineering, Inc. applied to the City to rezone its property to Downtown Core. The rezoning application was approved and rezoning ordinance (08-10) was adopted. Unfortunately the legal description attached to the ordinance was incorrect. In order to correct the rezoning ordinance the City will initiate a new rezoning application. The parties agree that until such time as the rezoning application is approved and the Downtown Core rezoning ordinance is adopted this Development Agreement and the Parking Garage Lease will not become effective.

5. The following development rights are hereby approved pursuant to this Agreement on the Property:

	EXISTING	PROPOSED APARTMENTS	PROPOSED RETAIL	ALLOWED/ REQUIRED APARTMENTS	ALLOWED/ REQUIRED RETAIL
USE OF PROPERTY	Parking	Apartments	Retail	Yes	Yes
LAND USE CATEGORY	CRD	CRD	CRD	CRD	CRD
ZONING	DC	DC	DC	DC	DC
LOT AREA	1.70 Dev / .44 City	2.14 AC	2.14 AC	N/A	N/A
DENSITY	30 U/A	30 U/A = 65	11,000 SF	YES	YES
BLDG COVERAGE	0%	1.469 AC = 68.6%	Same	YES	YES
GROSS FLOOR AREA	0 SF%	89,400 SF	11,000 SF	YES	YES
SETBACKS					
FRONT	0	0	0	YES	YES
SECONDARY FRONT	0	0	0	YES	YES
SIDE	0	25	25	YES	YES
SIDE	0	25	25	YES	YES
REAR	0	0	0	YES	YES
BLDG HEIGHT	0	45' 8"	45' 8"	52'	52'
VEHICULAR USE AREA	90,000 SF	115,000 SF	Same	N/A	N/A
IMPERVIOUS SURFACE RATIO	0.95%	0.74%	0.74%	0.85%	0.85%
OPEN SPACE	5%	25%	25%	15%	15%
PARKING AREA INT LANDSCAPING	0%	N/A	N/A	N/A	N/A
PARKING	86	101	28	65	28

more particularly set forth in the Final Site Plan attached hereto as Exhibit "C" (hereinafter referred to as the "Project").

6. It is agreed between the parties that the City is exercising its right as a property owner as to certain elements of this Agreement regarding the City Property in addition to the powers that it exercises as a governmental entity pursuant to the Act and Code. In requiring adherence to the Final Site Plan, Architectural Renderings and other development and use provisions set

forth herein, the City is not acting solely in its capacity as a governmental jurisdiction having zoning and land use regulatory control over the City Property. It is acknowledged between the parties that, acting as a private property owner, the City has the same latitude of choice and discretion as any other property owner and is not constrained in the exercise of that discretion in the same way as it would be operating only as a governmental authority regulating the development of the City Property pursuant to its ordinances and other land development regulations. The parties acknowledge and agree that within the scope of negotiating the terms of this Agreement, the City has acted in a manner that may otherwise be inappropriate if it was only exercising its governmental authority for regulation of the City Property and that the City has enjoyed a substantially greater latitude of choice as a private property owner. Notwithstanding anything to the contrary herein, the City acknowledges that the terms and conditions of this Agreement constitute legally binding and enforceable obligations of the City.

7. The Project shall be developed in accordance with the Architectural Renderings attached hereto as Exhibit "D", and incorporated herein by reference, and in accordance with the Final Site Plan attached hereto as Exhibit "C". The Architectural Renderings and Final Site Plan reflect the architectural style of the buildings to be built on the Property, exterior materials, building height of four stories, roofing system and color scheme and constitute a material part of this Agreement. The Architectural Renderings including the color scheme are specifically devised to be harmonious with the Dunedin downtown and the architectural preferences of the City and such requirements are agreed to by the parties in order to insure the continued compatibility of the Property with the future of the downtown. This same concept and obligation also applies to the Final Site Plan and constitutes a material part of the Agreement between the parties, without which the City would not have agreed to the sale of the City Property for commercial and residential uses. For this reason, the compliance by the City, Developer and respective successors in title with the Architectural Renderings and Final Site Plan, as described in Exhibits "D" and "C", respectively, on a continuing basis is of critical importance to the City and Developer, and any deviation therefrom without the written consent of the City shall be deemed to be a material breach of this Agreement and of the covenants which are entered into by the parties and are recorded for the long-term protection of the public.

It is the goal and intent of the parties hereto to develop the Property within the time periods set forth on Exhibit "E", attached hereto and made a part hereof, subject to acts of God and delays resulting from the review and approval process through the City and other governmental agencies and authorities as more particularly outlined in Recital 11 below, and shall, in all instances, as is commercially reasonable, comply with the provisions of said Project Schedule.

8. The Developer and City have agreed to the provisions, restrictions, limitations and requirements which are otherwise set forth in detail in this Agreement and any exhibits attached hereto.

9. It is of paramount importance to each of the parties hereto that the Property be developed as set forth in the Final Site Plan and in this Agreement and that the development of the Property be completed on a timely basis subject to delays resulting from the review and approval process through the City and other governmental agencies and authorities as more particularly outlined in Recital 11 below; that the Project be completed in its entirety; that the structures constructed on the Property be constructed in compliance with the terms of the Final Site Plan and this Agreement; that the uses allowed on the Property be limited as set forth in the Final Site Plan and this Agreement and in the Restrictive Covenant; and that such restrictions and controls be continued in accordance with their terms and be applicable to and binding upon the parties hereto and their respective successors and assigns.

10. The City Commission finds that the development permitted pursuant to this Agreement is consistent with the City's Comprehensive Land Use Plan and the land development regulations of the City.

11. The development rights set forth in this Agreement, and Final Site Plan approval are subject to the following conditions:

- A. Approval of this Agreement.
- B. Approval of the site development of the subject property as described and depicted in the approved Final Design Review for Case Number DEV-S/D 15-63.00.
- C. Where necessary to accommodate proposed development, the Developer shall be responsible for the removal and/or relocation of any and all public utilities located on the subject site, including the granting of easements as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will require approval from the City's Engineering Division.
- D. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, the City of Dunedin's Land Development Code, the Florida Fire Prevention Code, Life Safety Code all other technical codes adopted by the City of Dunedin, and FEMA.
- E. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the City of Dunedin Code of Ordinances.
- F. Proof of SWFWMD approval or exemption of the drainage retention plan is required prior to building permits being issued.
- G. Final approval of the infrastructure permit from the City's Engineering Division prior to building permits being issued.
- H. Final approval from the Solid Waste Division of the plans for solid waste collection prior to building permits being issued.
- I. Final approval of the Planning & Development Department and the City's Engineering Division for the site's compliance with the approved site plan prior to the Certificate of Occupancy being issued.

12. All calculations for infrastructure improvements and land use requirements, such as but not limited to, drainage calculations, parking requirements and other requirements, shall be based on the site and character of the Project as provided for in the City's code at the time of execution hereof.

13. Developer represents that to the best of its knowledge, as of the date of the execution of this Agreement that there are no liens, encumbrances, mortgages, equitable interest or other types property interests held by any other person, firm or corporation whose legal or equitable interest in the lands constituting the Property will be affected by the matters contained in this Agreement which are not subordinated to this Agreement. The Developer has the full right and

legal authority to enter into this Agreement and to agree to and execute all the legal obligations set forth herein. The Developer further represents and warrants that it shall not cause any rights or encumbrances on the Property to arise at any time between the execution of this Agreement and the recording of this Agreement in the Public Records of Pinellas County, Florida, which are not subordinate to this Agreement.

14. The City desires to have the Project developed as a unified development with each portion of the Project being treated as an integral part of a unified development. In furtherance of the Developer's development of the Project as a cohesive whole, the Developer agrees that no subdivision of the Property shall be allowed without the written consent of the City.

15. The parties agree that both Sections 163.3220 through 163.3243 F.S. (2015), the Florida Local Government Development Agreement Act ("Act") and Section 104-33 of the Land Development Code of the City of Dunedin ("Code"), are fully complied with in all respects by the parties. The provisions of said Act and Code provisions are incorporated herein by reference, and in the event of any conflict between the language of this Development Agreement and the above sections of the City's Land Development Code, such conflict will be resolved in favor of the provisions of the Code in effect as of the date of this Agreement. Changes to the Code regarding life/safety matters (building codes, fire codes, etc.) shall be enforceable as of the effective date thereof. The Act, referenced Code provisions, the Final Design Review and terms of this Agreement shall govern the development of the Property and the relationship of the parties in the terms of this Agreement. Any matters required by State Statute, the Florida Administrative Code or City Code which are not specifically addressed as part of this Agreement shall, nevertheless, be complied with by the parties. The parties and their respective successors in title shall be responsible for the obligations as more particularly set forth under the terms of this Agreement and this Agreement shall act as a covenant running with the Property and shall be enforceable by the parties hereto.

The City shall have the absolute discretion to amend and/or enforce life safety codes of general applicability that may modify the provisions of this Agreement or may impose additional burdens on the Developer as is otherwise authorized by State Statutes, City ordinances or the regulation of governmental administrative agencies. The parties agree that the legislative discretion of the City Commission to adopt such life safety codes shall be superior to any agreements contained herein and such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes.

16. The Project shall be developed in accordance with the Final Site Plan attached hereto as Exhibit "C", and incorporated herein by reference. For this reason, the compliance by the City, Developer and respective successors in title with the Final Site Plan, as described in Exhibit "C", on a continuing basis is of critical importance to the City and Developer, and any deviation therefrom shall be deemed to be a material breach of this Agreement and of the covenants which are entered into by the parties and are recorded for the long-term protection of the public.

17. The City hereby reserves the capacity in the public facilities necessary to serve the Project.

18. The Developer and City have agreed to the provisions, restrictions, limitations and requirements which are otherwise set forth in detail in this Agreement and any exhibits attached hereto.

THE AGREEMENT BETWEEN THE PARTIES

20. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

21. Authority. This Agreement is authorized by Sections 163.3220 through 163.3243 F.S. (2015) and Section 104-33 of the Land Development Code of the City of Dunedin.

22. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("Effective Date"). In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the transfer of title from the City to the Developer shall specifically provide that they are subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 1st day of June, 2016 this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

23. Duration of Agreement. This Agreement shall terminate on July 31, 2037. This time period may be extended by mutual agreement of the parties.

24. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights

of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Dunedin as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Dunedin prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

25. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2015). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

26. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in

the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

27. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

28. Final Design Review. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Dunedin, the parties agree that the Property will be developed in substantial conformance with the Final Site Plan attached hereto as Exhibit "C" as such Final Site Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto and subject to any changes necessitated by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Dunedin shall not otherwise consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

- A. The Property shall be developed and landscaped in accordance with the Final Site Plan attached hereto as Exhibit "C" and incorporated herein. A detailed Greenspace Plan is provided with the Final Design Review and attached hereto as Exhibit "H" shall be specifically adhered to. The landscaping within the Property shall be maintained by the Developer. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to a certificate of occupancy being issued and will be maintained in good and healthy conditions at all times by the Developer.

There shall not be any material deviation from the provisions of the Final Site Plan, other than changes necessitated by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property, unless such is approved by the City Commission of the City of Dunedin at a public hearing conducted for such purpose and this Agreement is modified in writing by the parties thereto for the purpose of agreeing to such deviation.

- B. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in

conformance with the lighting conditions in residential neighborhoods in the City of Dunedin. At no time shall the Developer allow a nuisance condition to exist on the Property.

- C. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- D. Ingress and egress to the Property shall be as shown on the Final Site Plan.
- E. Building heights, architectural style and location will be as shown on the Architectural Renderings provided with the Final Design Review and attached hereto as Exhibit "D". The architectural style reflected as an attachment to or being part of the Final Design Review shall be complied with in all material respects during the development of the Project.
- G. This Agreement and the Final Site Plan, Greenspace Plan and Architectural Renderings attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements or in any matter that is reflected on the Final Site Plan Greenspace Plan or Architectural Renderings or addressed specifically in this Agreement through any appeal process to the Board of Adjustment and Appeal for a variance, special exception or other process which would serve to vary or change the terms of this Development Agreement and the Final Site Plan, Greenspace Plan and Architectural Renderings attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties.

29. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- A. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- B. Sewer collection systems, located on the Property, including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- C. Water distribution system located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.

- D. Stormwater drainage systems serving public facilities located on the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Dunedin or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of said retention/detention ponds shall be granted to City by the Developer or to Developer by City, as may be applicable.
- E. Street signage and pavement striping.
- F. Utility easements or rights-of-way.
- G. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

Public infrastructure facilities shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or the Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that certificates of occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

30. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: infrastructure and services for fire protection, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

31. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

- A. City of Dunedin building permits.
- B. Southwest Florida Water Management District surface water management permit.
- C. City of Dunedin Engineering construction permit.
- D. Florida Department of Environmental Protection NPDES permit.
- E. Florida Department of Health drinking water permit.
- F. Florida Department of Environmental Protection wastewater collection permit.
- G. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

32. City Impact Fee Credits. The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property. The impact fee credits to be granted to Developer are as follows:

Credit of 50% against Transportation Impact Fees
Credit of 50% against Fire Public Facility Impact Fees
Credit of 50% against Law Enforcement Fees

33. Land Dedication By Developer. The City has computed the parkland dedication required for the Project pursuant to the Land Development Code. That calculation, reflecting the requirement of the Code and the credit given to the Developer, is attached hereto as Exhibit "G".

34. Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

35. Annual Review. The City of Dunedin shall review the Project once every twelve (12) calendar months from the Effective Date.

36. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

37. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

38. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

39. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Dunedin as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

40. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, whether for enforcement or interpretation, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

41. Execution. The Developer represents and warrants that this Agreement has been executed by all persons or entities having equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Dunedin has authorized the execution of this Agreement by the appropriate City officials.

42. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

43. Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such

public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

44. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

45. Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. Further, during such periods of default by City, all time periods required of Developer hereunder shall be extended for an amount of time equal to the sum of the total number of days of the City's default plus an additional 20 days to allow Developer to remobilize its resources allocated to performance under this Agreement. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

46. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the City:
City Manager
City of Dunedin
542 Main Street
Dunedin, FL 34698

With copy to:
Thomas J. Trask, Esquire, City Attorney
City of Dunedin
Trask Daigneault, LLP
1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756

To the Developer:
203 N. Marion Street, L.L.C.
Joseph Kokolakis, Managing Member
202 East Center Street
Tarpon Springs, FL 34689

With a copy to:
Michael E. Boutzoukas, Esq.
Becker & Poiakoff, P.A.
1511 N. Westshore Blvd., Ste. 1000
Tampa, FL 33607
mboutzoukas@bplegal.com

Notice shall be deemed to have given upon receipt or refusal.

47. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

48. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this day of 3/16, 2016.

CITY OF DUNEDIN

ATTEST:

Denise Kirkpatrick
Denise Kirkpatrick, City Clerk

Julie Ward Bujalski
Julie Ward Bujalski, Mayor

APPROVED AS TO FORM:

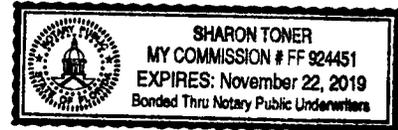
Douglas Hutchens
Douglas Hutchens, Interim City Manager

Thomas J. Trask
Thomas J. Trask, City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

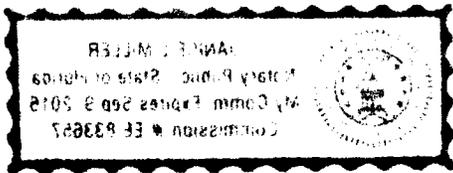
The foregoing instrument was acknowledged before me this 16th day of March, 2016, by **Julie Ward Bujalski**, Mayor of the City of Dunedin, who is personally known to me or has produced a driver's license or as identification.

Sharon Toner
Notary Public
My Commission Expires:

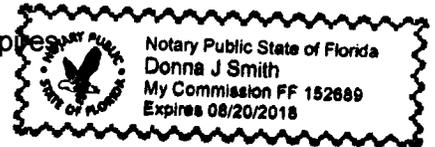


STATE OF FLORIDA
COUNTY OF PINELLAS

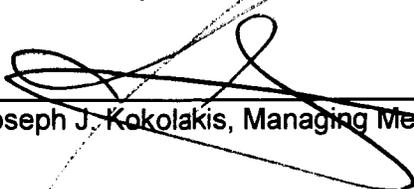
The foregoing instrument was acknowledged before me this 15th day of March, 2016, by **Douglas Hutchens**, Interim City Manager of the City of Dunedin, who is personally known to me or has produced a driver's license or as identification.



Donna J. Smith
Notary Public
My Commission Expires:

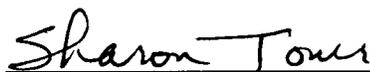


203 N. MARION STREET, L.L.C., a Florida limited liability company



Joseph J. Kokolakis, Managing Member

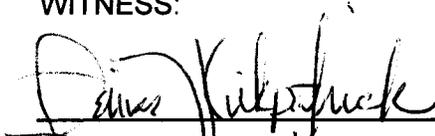
WITNESS:



Sharon Toner

Print Name

WITNESS:



DENISE M. KIRKPATRICK

Print Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11th day of March, 2016, by **Joseph J. Kokolakis**, Managing Member of 203 N. MARION STREET, L.L.C., who is personally known to me or has produced a driver's license or _____ as identification.



Notary Public
My Commission Expires:



Exhibit "A"

Legal Description of Developer's Property

Exhibit "B"

Legal Description of City Property ("Monroe Street Property")

Part of Lots 5, 6, 7, and 8, Block 18, and a part of a 10 foot alley lying adjacent to said Lots 5, 6, 7, and 8, MAP OF THE TOWN OF DUNEDIN, and REVISED AND CORRECTED MAP OF THE NORTH PORTION OF THE TOWN OF Dunedin, according to the map or plat thereof recorded in Plat Book 1, page 23 of the Public Records of Hillsborough County, of which Pinellas County was formerly a part, Florida, more particularly described as follows:

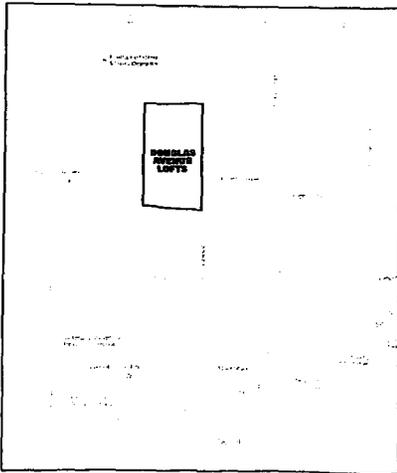
Commence at the South Quarter of Section 27, Township 26 South, Range 15 East, Pinellas County, Florida; thence N.00 degrees 12'13"W., along the North-South centerline of said Section 27, 275.70 feet; thence N.76 degrees 49'32"W., along the South boundary of Lots 5, 7, 8, and its Easterly projection, 159.90 feet to the POINT OF BEGINNING, thence continue N.76 degrees 49'32"W., 70.00 feet to the West boundary of said Lot 5; thence N.00 degrees 17'57"E., along said West boundary, 170.00 feet; thence S.86 degrees 25'53"E., 202.02 feet; thence S.00 degrees 12'13"E., along the East boundary of said Lot 5 and its Northerly projection, being 28.00 feet West of and parallel to the North-South centerline of said Section, 32.00 feet; thence S.89 degrees 47'47"W., 69.86 feet to a curve concave Southwesterly and having a radius of 48.00 feet; thence Southwesterly along said curve 53.49 feet through a central angle of 76 degrees 37'19" (Chord bearing S.52 degrees 25'06" W., 45.59 feet); thence S.13 degrees 10'28"W., 113.23 feet to the Point of Beginning.

Exhibit "C"
Final Site Plan

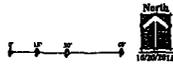
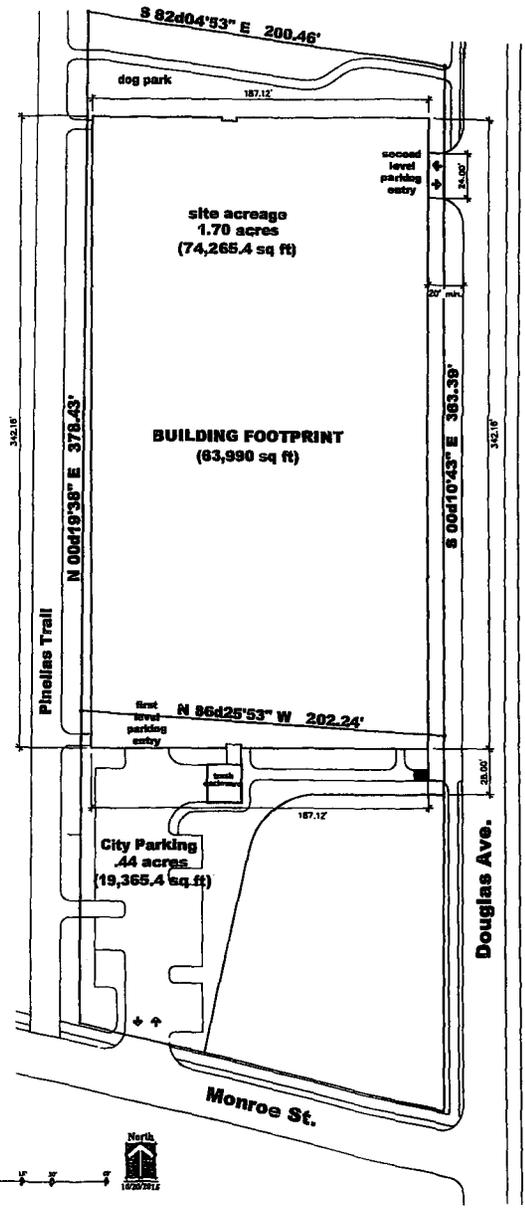
SITE PLAN DATA

Developer Property Acreage - 1.70 AC
 City Property Acreage - .44 AC
 Combined Acreage - 2.14 AC
 Number of Residential Units - 2.14 AC @ 30 U/A - 65
 Residential Square Footage - 88,400 SF
 Commercial Square Footage - 11,000 SF
 Parking Square Footage - 115,000 SF
 Building Coverage - 1.469 Acres - 68.6%
 Impervious Coverage - 1.70 Acres - 79.4%
 Front Setback - 0'
 Rear Setback - 0'
 Side Setback - 25' min.
 City Leased Parking Provided:
 185 Structured Parking Spaces
 20 Surface Parking Spaces
 215 Total Public Parking Spaces
 Commercial Parking: Required - 28 spaces (11,000 SF/400)
 Provided - 28 spaces
 Residential Parking: Required - 65 spaces (1 space/DU)
 Provided - 101 spaces (1.55 spaces/DU)
 Building Height (at Douglas Ave.) - 45'8"
 Parcel Flood Zone - X

VICINITY MAP



10/20/2015



10/20/2015



SCALE DATE:	
REVISION:	

J. KOKOLAKIS
 CONTRACTING, INC.

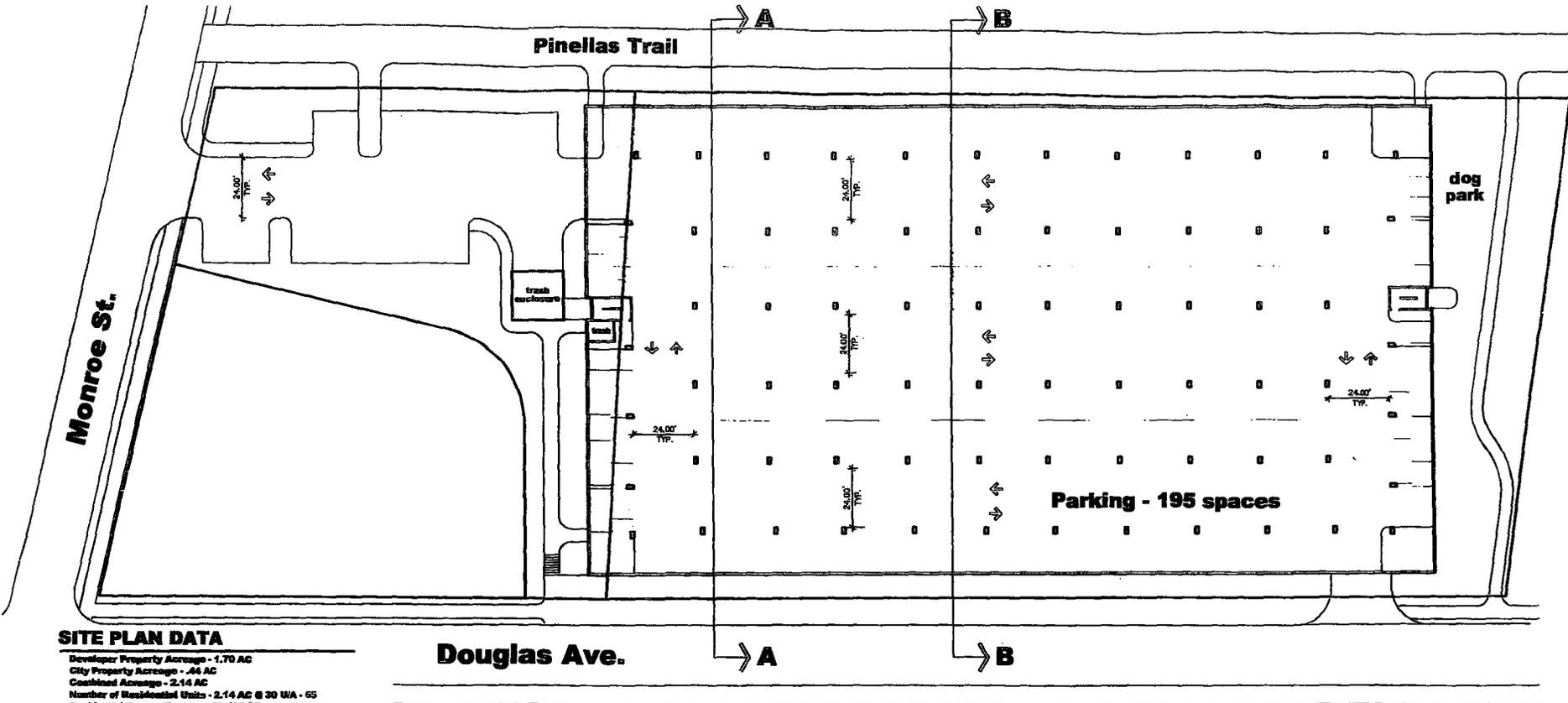
Douglas Avenue Lofts
 Dunedin, Florida



www.bsbdesign.com
 688 South St., Suite 202
 Dunedin, Florida 34628
 813.281.4888
 DATE: 10/20/15
 PROJECT: DOUGLAS AVENUE LOFTS
 DRAWN BY: J. KOKOLAKIS
 CHECKED BY: J. KOKOLAKIS
 TITLE: PRELIMINARY SITE PLAN

31

15-UB.D



SITE PLAN DATA

Developer Property Acreage - 1.70 AC
 City Property Acreage - .44 AC
 Combined Acreage - 2.14 AC
 Number of Residential Units - 2.14 AC @ 30 U/A - 65
 Residential Square Footage - 69,400 SF
 Commercial Square Footage - 11,000 SF
 Parking Square Footage - 110,000 SF
 Building Coverage - 1.469 Acres - 88.6%
 Impervious Coverage - 1.70 Acres - 79.4%
 Front Setback - 0'
 Rear Setback - 0'
 Side Setback - 25' min.
 City Leased Parking Provided:
 195 Structured Parking Spaces
 20 Surface Parking Spaces
 215 Total Public Parking Spaces
 Commercial Parking: Required - 28 spaces (41,000 SF/400)
 Provided - 28 spaces
 Residential Parking: Required - 68 spaces (1 space/OU)
 Provided - 101 spaces (1.53 spaces/OU)
 Building Height (at Douglas Ave.) - 45'0"
 Parcel Flood Zone - X

Douglas Ave.

**PRELIMINARY SITE PLAN
BUILDING PLAN - LEVEL 1**



**SHEET
S2**

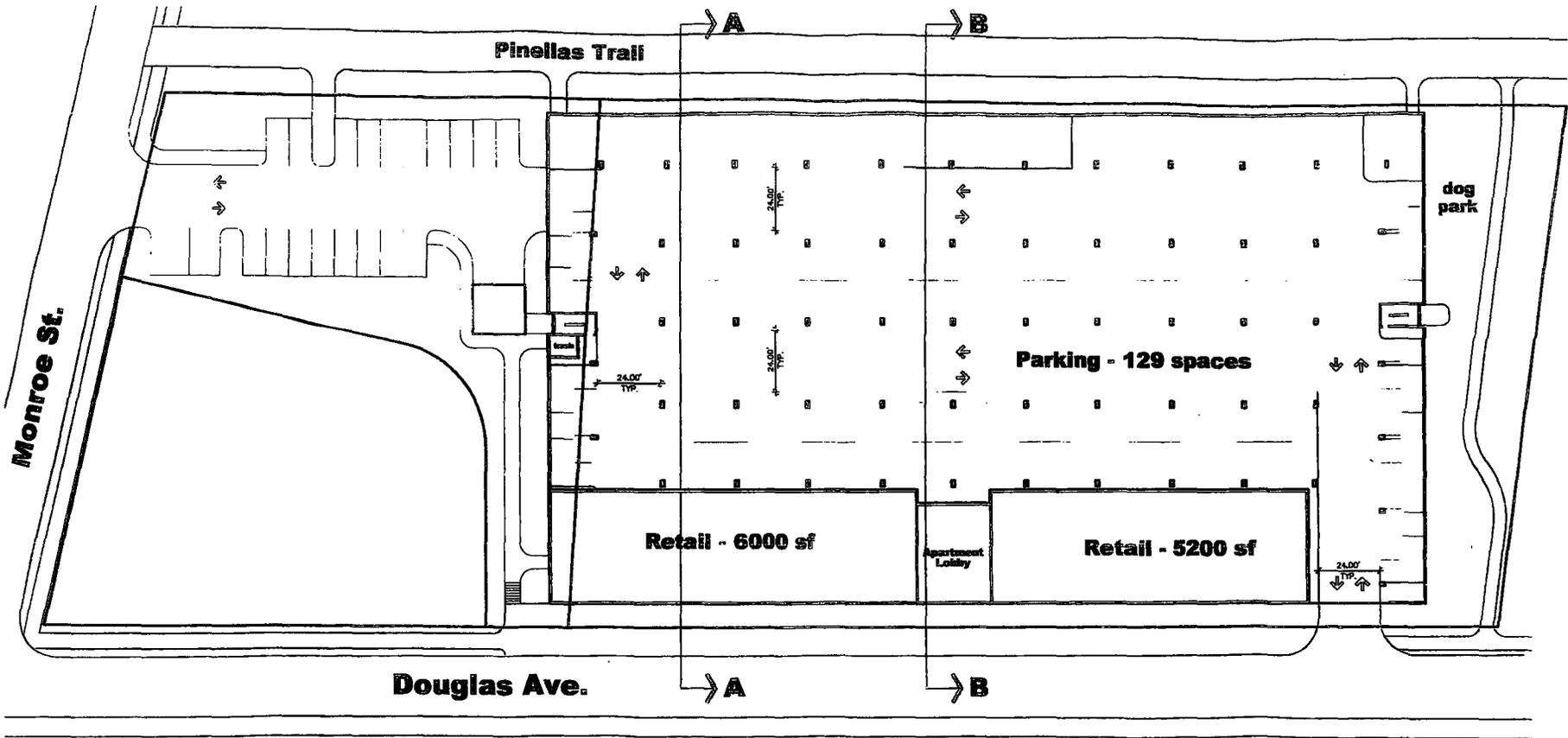
J. KOKOLAKIS
CONTRACTING, INC.

Douglas Avenue Lofts

Dunedin, Florida

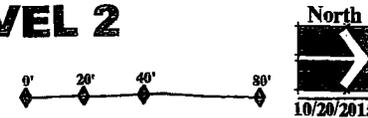
October 21, 2015

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• 129 parking spaces

PRELIMINARY SITE PLAN BUILDING PLAN - LEVEL 2



**SHEET
S3**

Douglas Avenue Lofts

Dunedin, Florida

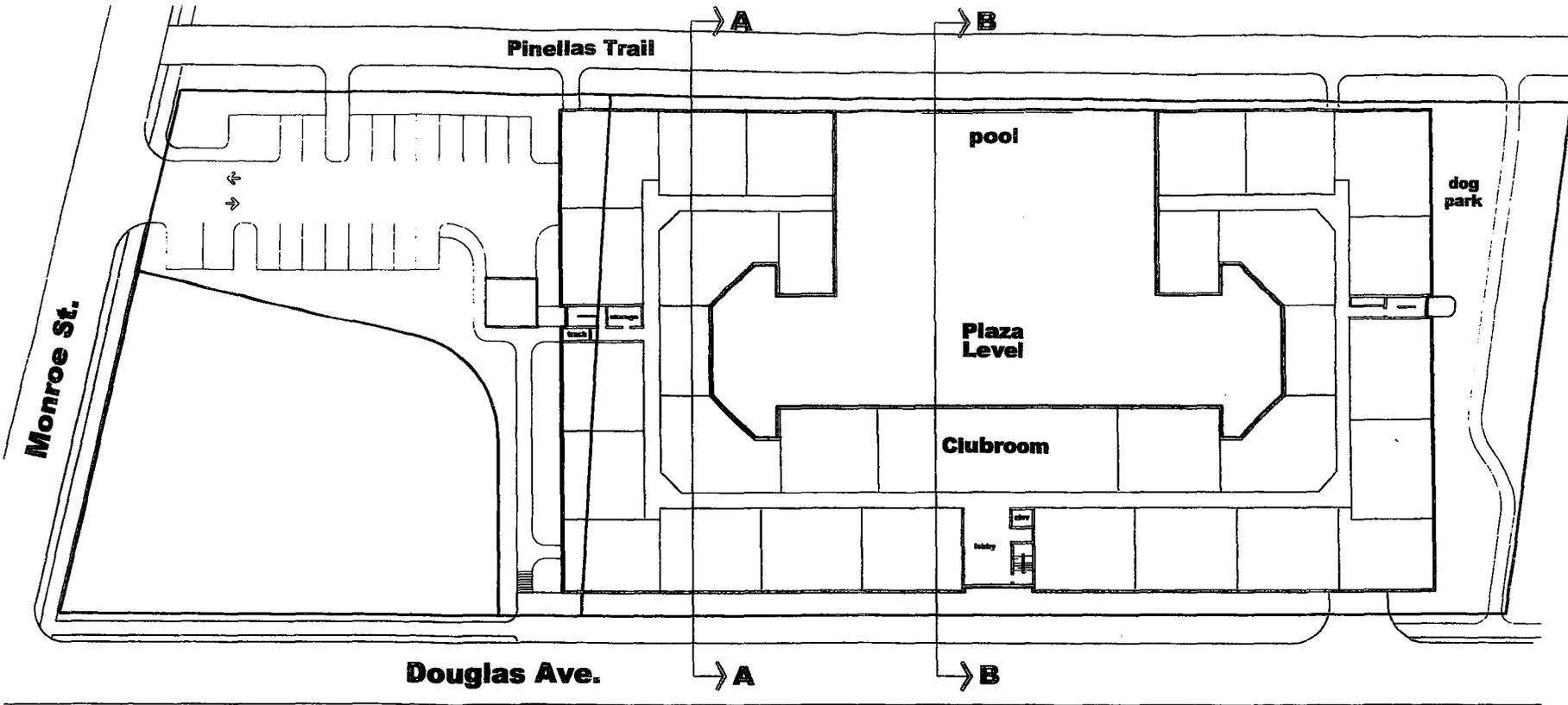
October 21, 2015

© 2015 G&S Group, Inc.

**J. KOKOLAKIS
CONTRACTING, INC.**

This drawing is prepared by J. Kokolakis Contracting, Inc. for the use of the client and is not to be used for any other purpose. The design is preliminary and subject to change without notice. All dimensions are in feet and inches unless otherwise noted.



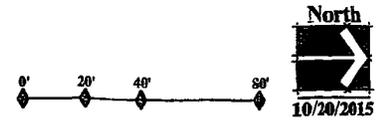


30 apartments
plaza level w/ pool

PRELIMINARY SITE PLAN
BUILDING PLAN - LEVEL 3

K J. KOKOLAKIS
 CONTRACTING, INC.

1. This drawing is the property of J. Kokolakis Contracting, Inc. and is not to be used for any other project without the written consent of J. Kokolakis Contracting, Inc. All rights reserved.



SHEET
S4

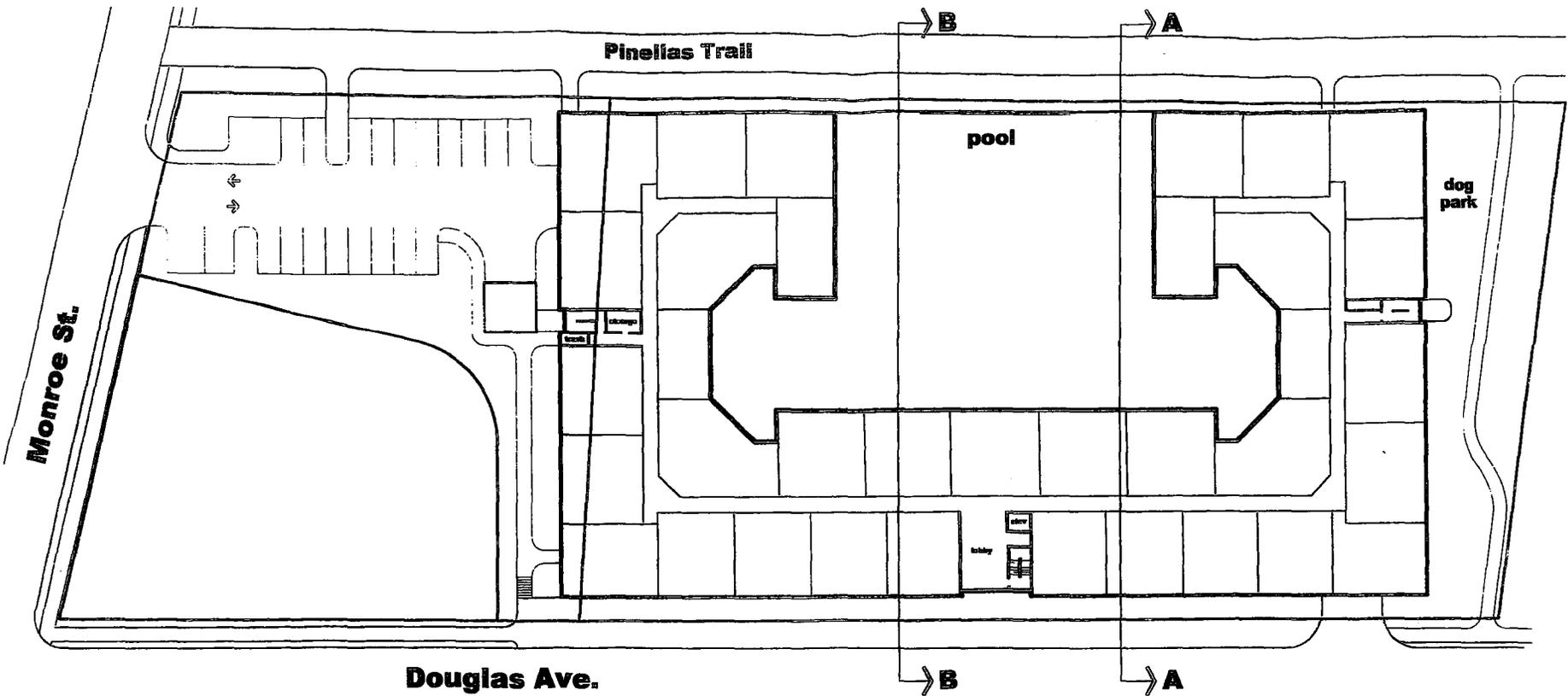
Douglas Avenue Lofts
 Dunedin, Florida

October 21, 2015

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BOB
 DESIGN, INC.

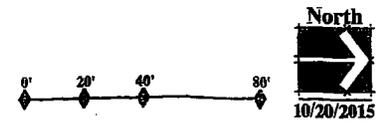


35 apartments

**PRELIMINARY SITE PLAN
BUILDING PLAN - LEVEL 4**

J. KOKOLAKIS
CONTRACTING, INC.

THIS DOCUMENT IS THE PROPERTY OF J. KOKOLAKIS CONTRACTING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF J. KOKOLAKIS CONTRACTING, INC. ALL RIGHTS ARE RESERVED.



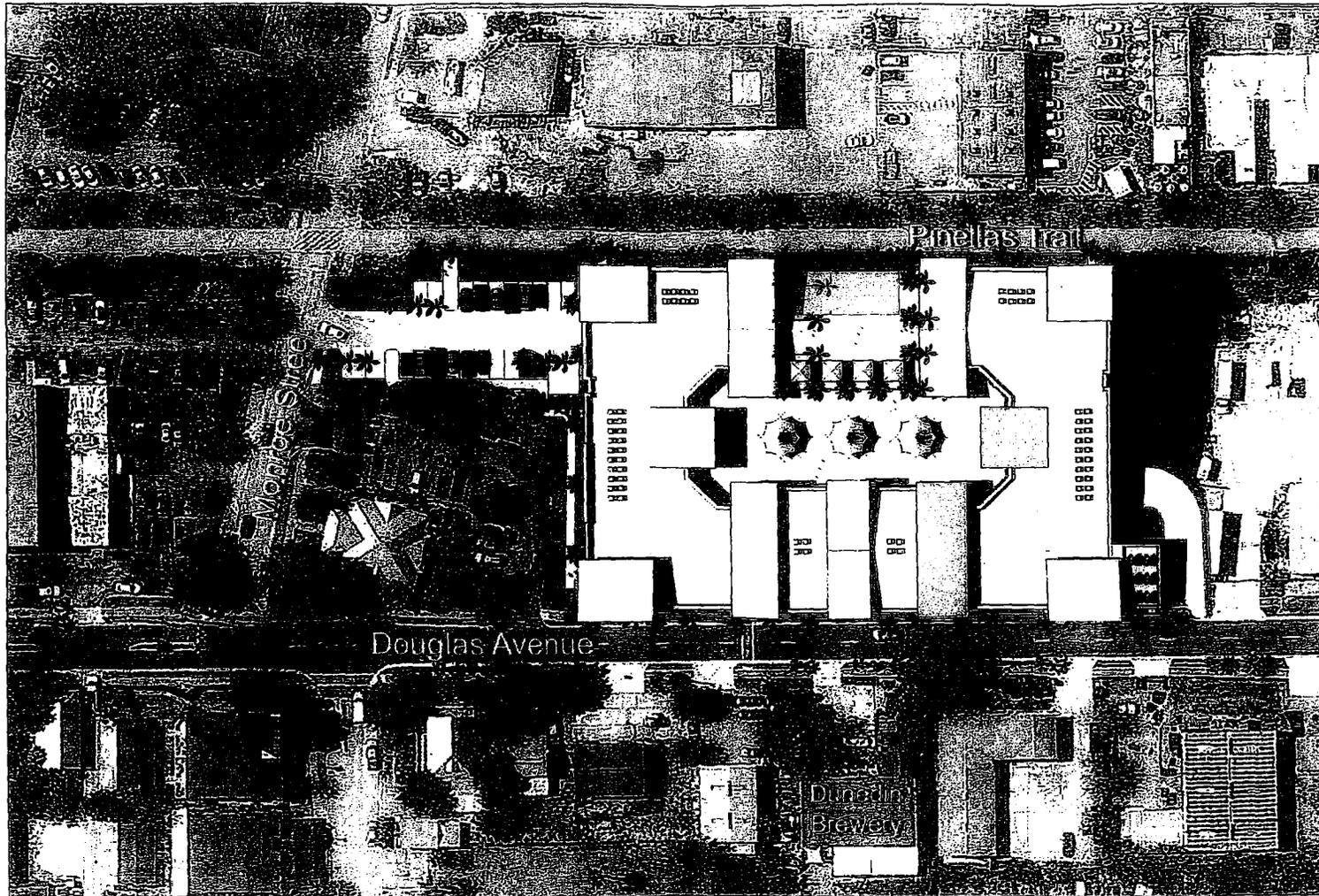
**SHEET
S5**

Douglas Avenue Lofts
Dunedin, Florida



October 21, 2015

© 2015 GSD Design, Inc.



K J. KOKOLAKIS
CONTRACTING, INC.

AERIAL SITE PLAN

Douglas Avenue Lofts
Dunedin, Florida



October 21, 2015

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Exhibit "D"

Architectural Renderings



OCTOBER 28, 2015

DOUGLAS AVE APARTMENTS

OWNER



DOUGLAS AVE. APARTMENTS

K J. KOKOLAKIS

OCTOBER 28, 2015

OWNER

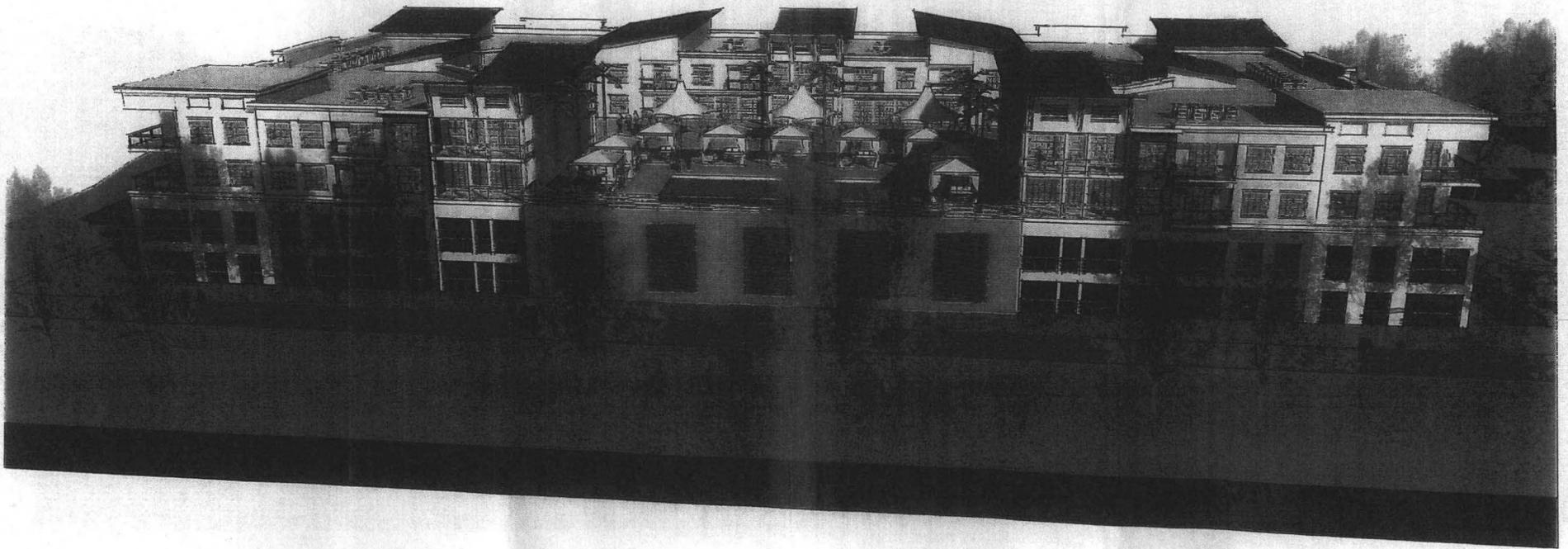


DOUGLAS AVE. APARTMENTS

J J. KOKOLAKIS

OCTOBER 28, 2015

OWNER



DOUGLAS AVE. APARTMENTS

K J. KOKOLAKIS

OCTOBER 28, 2015

OWNER

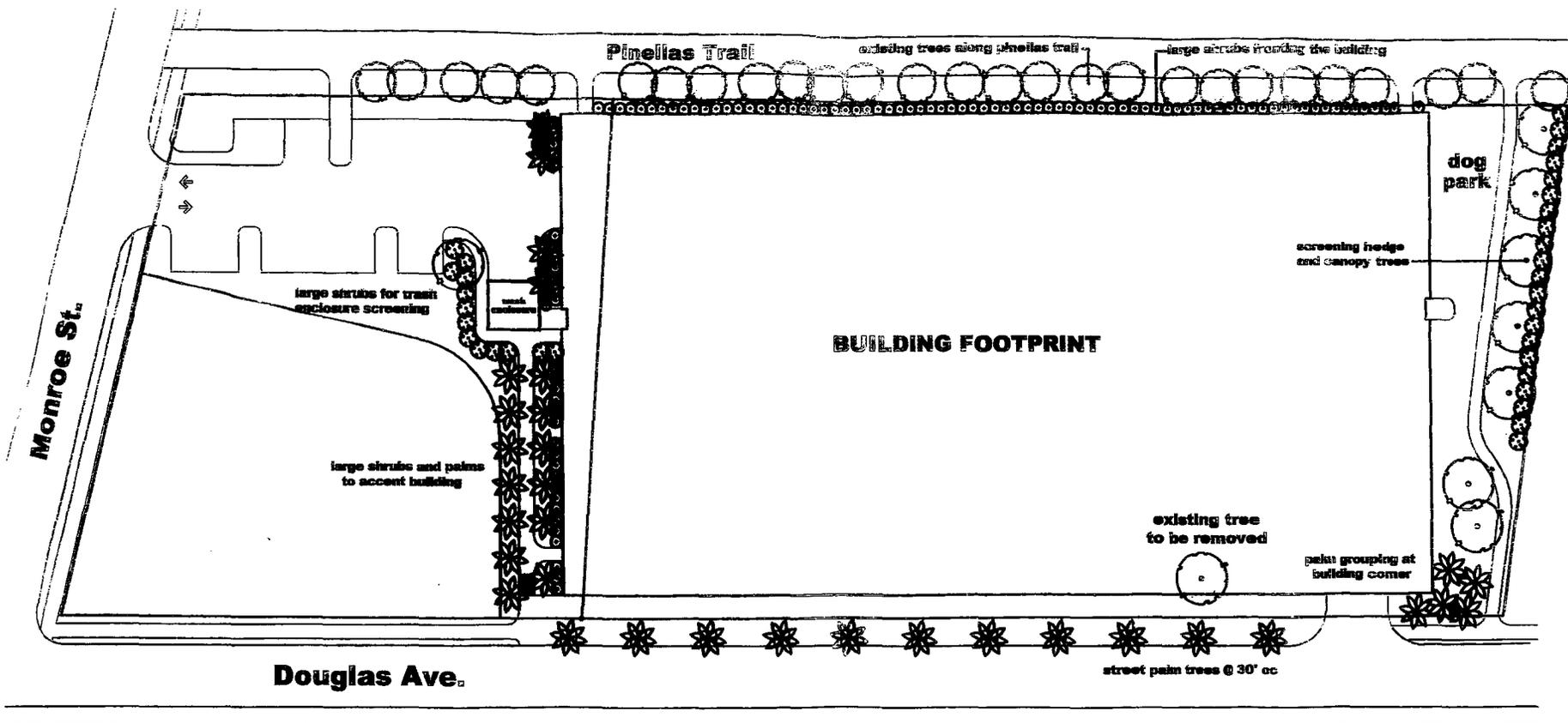
Exhibit "E"

Project Schedule

June 1, 2016	Developer commences construction
January 1, 2018	Developer completes construction and Certificate of Occupancy is issued.

Exhibit "F"

Greenspace Plan



PRELIMINARY SITE PLAN GREENSPACE PLAN

Notes:

- newly planted trees along Douglas Ave. to be relocated on site

K J. KOKOLAKIS
CONTRACTING, INC.

This drawing is a preliminary site plan and is not to be used for construction purposes. It is for informational purposes only. All dimensions and notes are subject to change without notice. © 2015 J. Kokolakis Contracting, Inc.

North

0' 20' 40' 80'

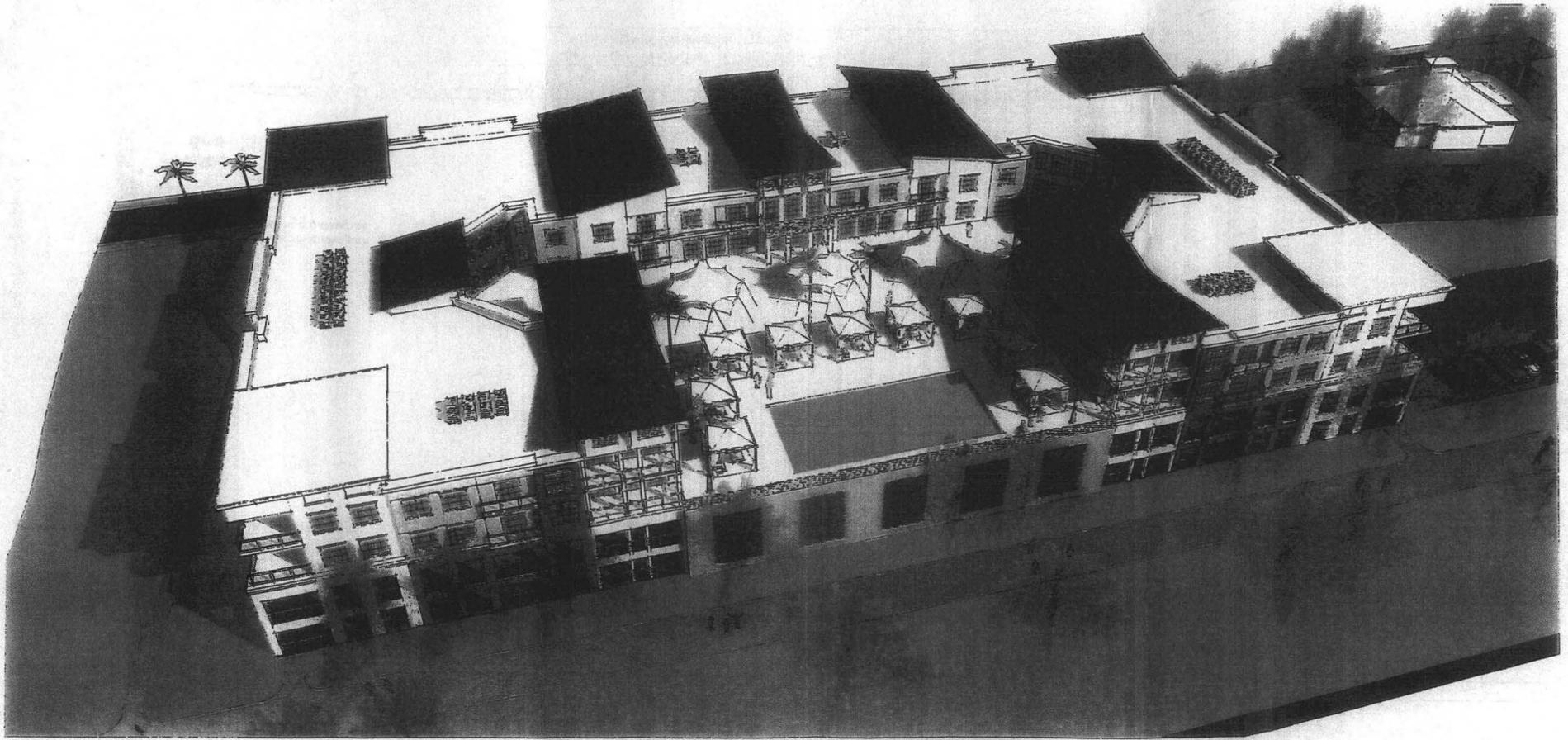
10/20/2015

Douglas Avenue Lofts
Dunedin, Florida

SHEET
L1

October 21, 2015

© 2015 EOB Design, Inc.



DOUGLAS AVE. APARTMENTS



OCTOBER 28, 2015

OWNER

Exhibit "G"

LDO Table

LDO WORKSHEET

Project Name: Dunedin Lofts

Date: January 5, 2016

Fair Market Value Recommendation (per acre):	882,000
Fair Market Value Approval (per acre):	882,000
A. No. of Units	65
B. Person/Unit Factor	2
C. No. of People (A x B)	130
D. Parkland Standard Factor	0.006
E. Acreage Requirement (C x D)	0.780
F. Acreage Dedicated	0.266
G. Remaining Acreage Required	0.514
H. Fair Market Value (per acre)	882,000
I. LD Fee Requirement (G x H)	453,348

Private Recreation Credit Calculation

J. Private Acreage for Credit Request	0.230
K. LDO Fee Credit	202,860
L. Total LDO Fee with Credit	250,488

CRA Development Incentives

50% CRA Adjustment	(125,244)
Vertical Mixed-Use Development (10% max)	(25,049)
High Quality Architecture (10% max)	(25,049)
Great Public Space (15% max)	(37,573)
Developer Contribution	37,573
Tax Increment Contribution	87,671

Total to LDO Fund 125,244

TIF Funding by Year

	2017	2018	2019	2020	2021	Total
Developer	37,573					37,573
CRA New Revenue			66,000			29,224
CRA New Revenue				66,000		29,224
CRA New Revenue					66,425	29,223

Total \$ 125,244

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2016083596 03/22/2016 at 08:59 AM
OFF REC BK: 19125 PG: 929-932
DocType:GOV RECORDING: \$35.50

I DO HERE-BY CERTIFY THIS TO BE A TRUE
AND CORRECT COPY
CERTIFIED THIS
DATE 3/17/16

[Signature]
CITY CLERK



ORDINANCE 15-45

AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF DUNEDIN, FLORIDA TO ANNEX CERTAIN REAL PROPERTY LOCATED AT 1441 AND 1461 VIRGINIA STREET WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 8.3 ACRES, INTO THE CORPORATE LIMITS OF THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to the provisions of the Florida Statutes, the City of Dunedin may lawfully annex land lying contiguous to the boundaries of the City upon written petition of the property owners thereof; and

WHEREAS, the City of Dunedin has received a written petition of the property owners of the following described properties and has received proper proof of title setting forth the names of all persons, firms or corporations owning any interest in said properties; and

WHEREAS, said properties are reasonably compact and are contiguous to the City of Dunedin, lying in an unincorporated area; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The City of Dunedin, acting by and through its City Commission, hereby declares its intention to annex into the corporate limits of the City Dunedin the following property lying contiguous to the territorial limits of said City:

SEE ATTACHED EXHIBIT "A"

A map clearly showing the annexed area is attached hereto as Exhibit "B" and incorporated herein by reference.

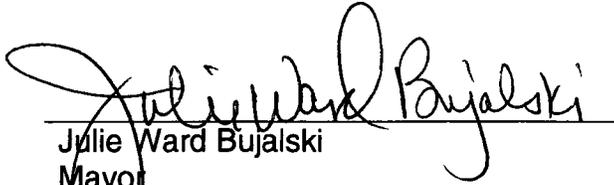
Section 2. Upon final passage and adoption, a certified copy of this Ordinance shall be duly recorded in the Office of the Circuit Court of Pinellas County and filed with the Department of State, State of Florida and the County Administrator of Pinellas County, Florida.

Section 3. When this Ordinance has been duly recorded and filed as aforesaid, the territory hereinabove described shall be thereupon annexed to the City of Dunedin and the inhabitants thereof shall enjoy all the privileges and be

subject to all liabilities as are applicable to the other lands and inhabitants within the corporate limits and subject to all laws and ordinances of the City of Dunedin.

Section 4. That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 16th day of March, 2016.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 18, 2016

READ SECOND TIME AND ADOPTED: March 16, 2016

EXHIBIT A

Parcel 1:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 439.15 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 571.89 feet; thence South 88 degrees 29' 16" East, along the North boundary of said Section 35, 457.38 feet to the Point of Beginning. (Less that part of the above described tract occupied by County Road No. 34 [Virginia Street] and subject to an easement for ingress and egress across the Eastern 20 feet thereof).

AND

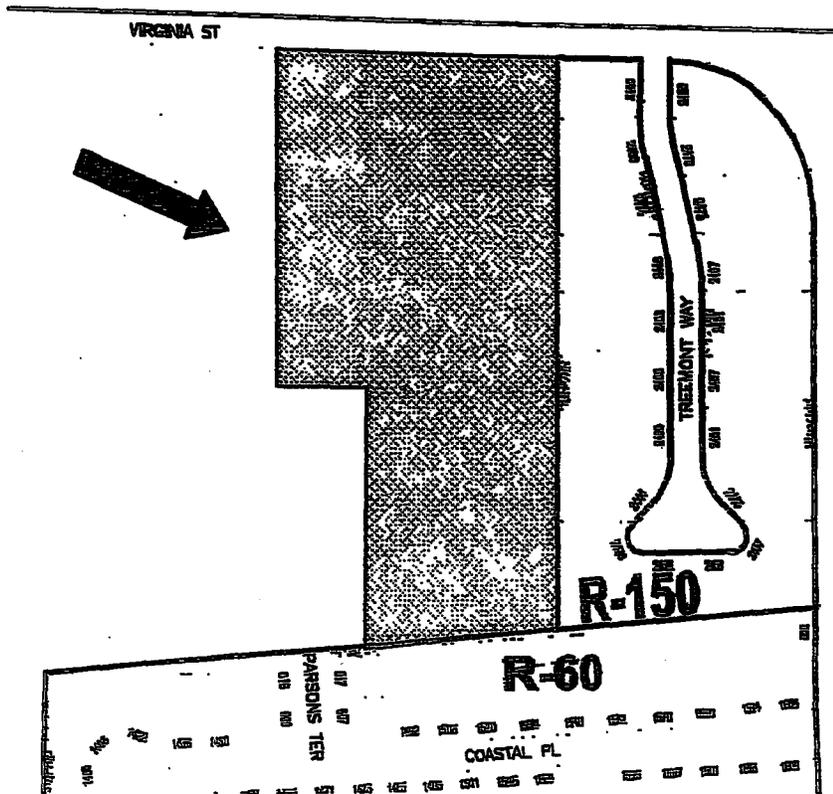
Parcel 2:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet; thence South 00 degrees 07' 47" East, 571.93 feet for a Point of Beginning; thence continue South 00 degrees 07' 46" East, 373.47 feet; thence South 85 degrees 29' 28" West, 316.44 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 406.66 feet; thence South 88 degrees 29' 16" East, 314.38 feet to the Point of Beginning.

Together with a 20 foot wide easement for ingress and egress described as follows:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 20.00 feet; thence North 00 degrees 07' 46" West, 571.93 feet; thence South 88 degrees 29' 16" East, 20.00 feet to the Point of Beginning.

APPLICATION AN-LUP-ZO-S/D-LDO 15-64.00
1441 & 1461 VIRGINIA STREET
Parcel Numbers 35-28-16-00000-110-0400
and 35-28-15-00000-110-0100



ORDINANCE 15-45

AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF DUNEDIN, FLORIDA TO ANNEX CERTAIN REAL PROPERTY LOCATED AT 1441 AND 1461 VIRGINIA STREET WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 8.3 ACRES, INTO THE CORPORATE LIMITS OF THE CITY OF DUNEDIN; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to the provisions of the Florida Statutes, the City of Dunedin may lawfully annex land lying contiguous to the boundaries of the City upon written petition of the property owners thereof; and

WHEREAS, the City of Dunedin has received a written petition of the property owners of the following described properties and has received proper proof of title setting forth the names of all persons, firms or corporations owning any interest in said properties; and

WHEREAS, said properties are reasonably compact and are contiguous to the City of Dunedin, lying in an unincorporated area; now, therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. The City of Dunedin, acting by and through its City Commission, hereby declares its intention to annex into the corporate limits of the City Dunedin the following property lying contiguous to the territorial limits of said City:

SEE ATTACHED EXHIBIT "A"

A map clearly showing the annexed area is attached hereto as Exhibit "B" and incorporated herein by reference.

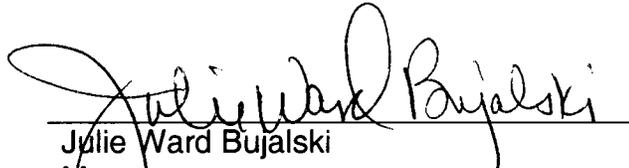
Section 2. Upon final passage and adoption, a certified copy of this Ordinance shall be duly recorded in the Office of the Circuit Court of Pinellas County and filed with the Department of State, State of Florida and the County Administrator of Pinellas County, Florida.

Section 3. When this Ordinance has been duly recorded and filed as aforesaid, the territory hereinabove described shall be thereupon annexed to the City of Dunedin and the inhabitants thereof shall enjoy all the privileges and be

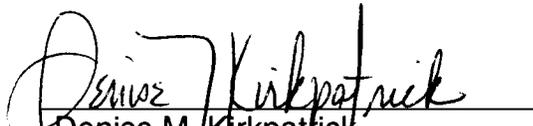
subject to all liabilities as are applicable to the other lands and inhabitants within the corporate limits and subject to all laws and ordinances of the City of Dunedin.

Section 4. That this Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 16th day of March, 2016.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 18, 2016

READ SECOND TIME AND ADOPTED: March 16, 2016

EXHIBIT A

Parcel 1:

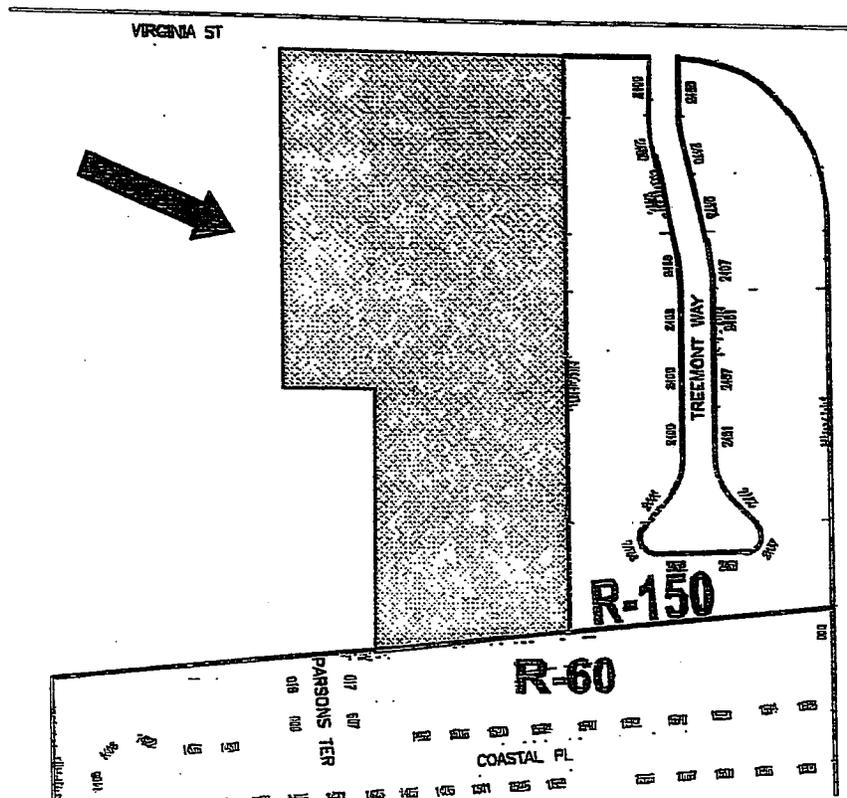
Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 459.16 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 571.89 feet; thence South 88 degrees 29' 16" East, along the North boundary of said Section 35, 457.38 feet to the Point of Beginning. (Less that part of the above described tract occupied by County Road No. 34 [Virginia Street] and subject to an easement for ingress and egress across the Eastern 20 feet thereof).

AND

Parcel 2:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet; thence South 00 degrees 07' 47" East, 571.93 feet for a Point of Beginning; thence continue South 00 degrees 07' 46" East, 375.47 feet; thence South 85 degrees 29' 20" West, 316.44 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 408.66 feet; thence South 88 degrees 29' 16" East, 314.38 feet to the Point of Beginning. Together with a 20 foot wide easement for ingress and egress described as follows:
Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 20.00 feet; thence North 00 degrees 07' 46" West, 571.93 feet; thence South 88 degrees 29' 16" East, 20.00 feet to the Point of Beginning.

APPLICATION AN-LUP-ZO-S/D-LDO 15-64.00
1441 & 1461 VIRGINIA STREET
Parcel Numbers 35-28-16-00000-110-0400
and 35-28-15-00000-110-0100



ORDINANCE 15-46

AN ORDINANCE AMENDING THE CITY OF DUNEDIN LAND USE PLAN, AS ADOPTED BY ORDINANCE 89-21, ON CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 1441 AND 1461 VIRGINIA STREET WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 8.3 ACRES, ASSIGNING RESIDENTIAL SUBURBAN (RS) AND PRESERVATION (P) LAND USE DESIGNATIONS AS SHOWN IN THE ATTACHED EXHIBIT; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owners of the properties described herein have requested that the said properties receive amended land use designations on the Dunedin Land Use Plan following annexation; and

WHEREAS, the owner of the properties described herein have requested that the Dunedin Land Use Plan be changed following annexation to Residential Suburban (RS) to a portion of the properties and Preservation (P) to the remaining portion; and

WHEREAS, the Local Planning Agency of the City of Dunedin has duly considered the type of land use designations that would be appropriate on said properties and has recommended that the property herein below be changed following annexation to Residential Suburban (RS) and Preservation (P); and

WHEREAS, the City Commission of the City of Dunedin has considered such request and finds that such request should be granted; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That the Dunedin Land Use Plan as adopted by Ordinance 89-21 be amended by redesignating the following described real property following annexation to Residential Suburban (RS) and Preservation (P), as said designations are more particularly described in said Land Use Plan:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The effective date of this small scale development plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Economic Opportunity, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders,

development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 16th day of March, 2016.


Julie Ward Bujalski
Mayor

ATTEST:


Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 18, 2016

READ SECOND TIME AND ADOPTED: March 16, 2016

EXHIBIT A

Parcel 1:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 459.16 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 571.89 feet; thence South 88 degrees 29' 16" East, along the North boundary of said Section 35, 457.38 feet to the Point of Beginning. (Less that part of the above described tract occupied by County Road No. 34 [Virginia Street] and subject to an easement for ingress and egress across the Eastern 20 feet thereof).

AND

Parcel 2:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet; thence South 00 degrees 07' 47" East, 571.93 feet for a Point of Beginning; thence continue South 00 degrees 07' 46" East, 375.47 feet; thence South 85 degrees 29' 28" West, 316.44 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 408.66 feet; thence South 88 degrees 29' 16" East, 314.38 feet to the Point of Beginning.

Together with a 20 foot wide easement for ingress and egress described as follows:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 20.00 feet; thence North 00 degrees 07' 46" West, 571.93 feet; thence South 88 degrees 29' 16" East, 20.00 feet to the Point of Beginning.

ORDINANCE 15-47

AN ORDINANCE ZONING CERTAIN REAL PROPERTY FOLLOWING ANNEXATION LOCATED AT 1441 AND 1461 VIRGINIA STREET WITH DESIGNATED METES AND BOUNDS AND TOTALING APPROXIMATELY 8.3 ACRES, TO PLANNED RESIDENTIAL DEVELOPMENT (PRD); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the owners of the properties described herein have requested that the said properties be zoned following annexation to Planned Residential Development (PRD); and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the type of zoning which would be proper on said real property, and has recommended that the zoning request of said owners be granted; and

WHEREAS, due and proper public hearing on the said recommended zoning has been conducted by the City Commission and the recommendations of the Local Planning Agency having been found by the Commission to be meritorious; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That from and after the effective date of the within Ordinance, the following described real property shall hereby be zoned to Planned Residential Development (PRD), as said zoning classification is more particularly described in Dunedin's Land Development Code:

See Exhibit "A" attached hereto and made a part hereof.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 16th day of March, 2016.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: February 18, 2016

READ SECOND TIME AND ADOPTED: March 16, 2016

EXHIBIT A

Parcel 1:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 439.16 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 571.89 feet; thence South 88 degrees 29' 16" East, along the North boundary of said Section 35, 457.38 feet to the Point of Beginning. (Less that part of the above described tract occupied by County Road No. 34 [Virginia Street] and subject to an easement for ingress and egress across the Easterly 20 feet thereof).

AND

Parcel 2:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet; thence South 00 degrees 07' 47" East, 571.93 feet for a Point of Beginning; thence continue South 00 degrees 07' 46" East, 375.47 feet; thence South 85 degrees 29' 20" West, 316.44 feet; thence North 00 degrees 02' 54" East, parallel to the West boundary of the Northeast ¼ of the Northeast ¼ of said Section 35, 408.66 feet; thence South 88 degrees 29' 16" East, 314.38 feet to the Point of Beginning.

Together with a 20 foot wide easement for ingress and egress described as follows:

Commence at the Northeast corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida; thence North 88 degrees 29' 16" West, along the North boundary of said Section 35, 490.00 feet for a Point of Beginning; thence South 00 degrees 07' 46" East, 571.93 feet; thence North 88 degrees 29' 16" West, 20.00 feet; thence North 00 degrees 07' 46" West, 571.93 feet; thence South 88 degrees 29' 16" East, 20.00 feet to the Point of Beginning.