



# PLANNING AND DEVELOPMENT DEPARTMENT HOTEL DENSITY RESERVE DEVELOPMENT AGREEMENT APPLICATION

IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT COMPLETE AND CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPLICATION.

ALL APPLICATIONS ARE TO BE FILLED OUT COMPLETELY AND CORRECTLY, AND SUBMITTED IN PERSON (NO FAX OR DELIVERIES) TO THE PLANNING & DEVELOPMENT DEPARTMENT BY NOON ON THE SCHEDULED DEADLINE DATE.

A TOTAL OF 15 COMPLETE SETS OF PLANS AND APPLICATION MATERIALS (1 ORIGINAL AND 14 COPIES) AS REQUIRED WITHIN ARE TO BE SUBMITTED FOR INITIAL REVIEW BY THE CITY COUNCIL. SUBSEQUENT REVIEW BY THE CITY COUNCIL WILL REQUIRE AN ADDITIONAL 15 COMPLETE SETS OF PLANS AND APPLICATION MATERIALS (1 ORIGINAL AND 14 COPIES). PLANS AND APPLICATIONS ARE REQUIRED TO BE COLLATED, STAPLED AND FOLDED INTO SETS.

THE APPLICANT, BY FILING THIS APPLICATION, AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE COMMUNITY DEVELOPMENT CODE.

APPLICATION FEE: \$1,500

PROPERTY OWNER (PER DEED): AP Beach Properties LLC  
MAILING ADDRESS: 648 Poinsettia Avenue, Clearwater, FL 33767  
PHONE NUMBER: c/o Brian J. Aungst, Jr., Esq. - (727) 444-1403  
EMAIL: c/o Brian J. Aungst, Jr., Esq. - bja@macfar.com

AGENT OR REPRESENTATIVE: Brian J. Aungst, Jr., Esq. - Macfarlane Ferguson & McMullen P.A.  
MAILING ADDRESS: 625 Court Street, Suite 200, Clearwater, FL 33756  
PHONE NUMBER: (727) 444-1403  
EMAIL: bja@macfar.com

ADDRESS OF SUBJECT PROPERTY: 405 Coronado Drive, Clearwater, FL 33767  
PARCEL NUMBER(S): 08-29-15-17622-000-0010

LEGAL DESCRIPTION: Please see attached Survey.

PROPOSED USE(S): 135 Overnight Accommodation Units, 20,000sf Retail, 6,825sf Restaurant, & up to 398-space garage

DESCRIPTION OF REQUEST: 135 Overnight Accommodation Units, 20,000sf Retail, 6,825sf Restaurant, & up to 398-space garage  
*Specifically identify the request (include all requested code flexibility; e.g., reduction in required number of parking spaces, height, setbacks, lot size, lot width, specific use, etc.):* (50 du/ac x 0.707ac + 100 du from Density Reserve Pool)  
Height increase to 100ft including building step-backs of up to 100ft



# PLANNING AND DEVELOPMENT DEPARTMENT

## HOTEL DENSITY RESERVE

### DEVELOPMENT AGREEMENT APPLICATION

### DATA SHEET

PLEASE ENSURE THAT THE FOLLOWING INFORMATION IS FILLED OUT, IN ITS ENTIRETY. FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR APPLICATION BEING FOUND INCOMPLETE AND POSSIBLY DEFERRED UNTIL THE FOLLOWING APPLICATION CYCLE.

**ZONING DISTRICT:** Tourist (T)

**FUTURE LAND USE PLAN DESIGNATION:** Resort Facilities High (RFH)

**EXISTING USE:** Surface Parking Lot

**PROPOSED USE:** 135 Overnight Accommodation Units; 26,825sf Retail/Restaurant

**SITE AREA:** 76,625.88 - Develop. Rights sq. ft.  
exist only on 57,499sf or 1.32ac.

1.759 acres

**GROSS FLOOR AREA** (approximate square footages):

**DENSITY** (rooms per acre):

Hotel Use: 119,115 sq. ft.

Existing: 0

Accessory Uses: 26,825 Ret/Rest; 160,795 Park sq. ft.

Proposed: 0.61acres Commercial and 0.707 AC hotel = 135 DU (50 DU/ac + 100 from Pool)

Total: 295,890 sq. ft.

Maximum Permitted: 0.61acres Commercial and 135 DU

**BUILDING COVERAGE/FOOTPRINT** (1<sup>st</sup> floor square footage of all buildings):

Existing:	<u>0' (Parking Lot)</u> sq. ft.	(	<u>100</u>	% of site)
Proposed:	<u>55,125</u> sq. ft.	(	<u>71.9</u>	% of site)
Maximum Permitted:	<u>72,794.5</u> sq. ft.	(	<u>95</u>	% of site)

**IMPERVIOUS SURFACE RATIO** (total square footage of impervious areas divided by the total square footage of entire site):

Existing:	<u>0.5199</u>
Proposed:	<u>0.913</u>
Maximum Permitted:	<u>0.95</u>

**OFF-STREET PARKING**

Existing:	<u>88</u>
Proposed:	<u>398</u>
Minimum Required:	<u>162</u>

**BUILDING HEIGHT:**

Existing:	<u>N/A</u>
Proposed:	<u>100ft above DFE</u>
Maximum Permitted:	<u>100ft above DFE</u>

**STATE OF FLORIDA, COUNTY OF PINELLAS**

I, the undersigned, acknowledge that all representations made in this application are true and accurate to the best of my knowledge and authorize City representatives to visit and photograph the property described in this application.

Sworn to and subscribed before me this 18<sup>th</sup> day of December, 2024, to me and/or by Brian J. Augst, Jr., who is personally known has produced N/A as identification.

Valerie A. Sulecki  
Notary public,  
My commission expires: \_\_\_\_\_

Signature of property owner or representative: Brian J. Augst, Jr.

VALERIE A. SULECKI  
MY COMMISSION # HH 119922  
EXPIRES: April 21, 2025  
Bonded Thru Notary Public Underwriters



# PLANNING AND DEVELOPMENT DEPARTMENT

## HOTEL DENSITY RESERVE

### DEVELOPMENT AGREEMENT APPLICATION

#### SUBMITTAL PACKAGE CHECKLIST

**IN ADDITION TO THE COMPLETED DEVELOPMENT AGREEMENT APPLICATION, ALL DEVELOPMENT AGREEMENT APPLICATIONS SHALL INCLUDE AN INITIAL SUBMITTAL PACKAGE CONSISTING OF THE FOLLOWING INFORMATION AND/OR PLANS:**

- A conceptual site plan that depicts the building footprint, off-street parking, landscape areas, and ingress and egress points.
- Architectural elevations for all sides of the building.
- A massing study that illustrates the building form (including setbacks) on all sides of the building.
- A transportation analysis consistent with the Metropolitan Planning Organization's (MPO) countywide approach to the application of concurrency management for transportation facilities, that is consistent with the requirements set forth in *Beach by Design*.
- A signed and sealed survey of the property prepared by a registered land surveyor including the location of the property, dimensions, acreage.
- A proposed development agreement which shall contain, at a minimum, the following information:
  - A legal description of the land subject to the development agreement.
  - The names of all persons having legal or equitable ownership of the land.
  - The duration of the development agreement, which shall not exceed ten (10) years.
  - The development uses proposed for the land, including population densities, building intensities and building height.
  - A description of the public facilities and services that will serve the development, including who shall provide such public facilities and services; the date any new public facilities and services, if needed, will be constructed; who shall bear the expense of construction of any new public facilities and services; and a schedule to assure that the public facilities and services are available concurrent with the impacts of the development. The development agreement shall provide for a cashier's check, a payment and performance bond or letter of credit in the amount of 115% of the estimated cost of the public facilities and services, to be deposited with the city to secure construction of any new public facilities and services required to be constructed by the development agreement. The development agreement shall provide that such construction shall be completed prior to the issuance of any certificate of occupancy.
  - A description of any reservation or dedication of land for public purposes.
  - A description of all local development approvals approved or needed to be approved for the development.
  - A finding that the development proposal is consistent with the Comprehensive Plan and the Community Development Code. Additionally, a finding that the requirements for concurrency as set forth in Article 4, Division 10, Community Development Code, have been satisfied.
  - A description of any conditions, terms, restrictions or other requirements determined to be necessary by the City Council for the public health, safety or welfare of the citizens of the City of Clearwater. Such conditions, terms, restrictions or other requirements may be supplemental to requirements in existing codes or ordinances of the City.
  - A statement indicating that the failure of the development 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, terms or restrictions.
  - The development agreement may provide, in the discretion of the City Council, that the entire development or any phase thereof be commenced or be completed within a specific period of time. The development agreement may provide for liquidated damages, the denial of future development approvals, the termination of the development agreement, or the withholding of certificates of occupancy for the failure of the developer to comply with any such deadline.
  - A statement that the burdens of the development agreement shall be binding upon, and the benefits of the development agreement shall inure to, all successors in interest to the parties to the development agreement.
  - All development agreements shall specifically state that subsequently adopted ordinances and codes of the city which are of general application not governing the development of land shall be applicable to the lands subject to the development agreement, and that such modifications are specifically anticipated in the development agreement.



PLANNING AND DEVELOPMENT DEPARTMENT
HOTEL DENSITY RESERVE
DEVELOPMENT AGREEMENT APPLICATION
AFFIDAVIT OF OWNERSHIP

1. Provide names of all property owners on deed - PRINT full names:

AP Beach Properties, LLC

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

405 Coronado Drive, Clearwater, FL 33767

3. That this property constitutes the property for which a request for (describe request):

Hotel Density Reserve Development Agreement

4. That the undersigned (has/have) appointed and (does/do) appoint:

Brian J. Aungst, Jr., Macfarlane Ferguson & McMullen, P.A.

as (his/their) agent(s) to execute any petitions or other documents necessary to affect such petition;

5. That this affidavit has been executed to induce the City of Clearwater, Florida to consider and act on the above described property;

6. That site visits to the property are necessary by City representatives in order to process this application and the owner authorizes City representatives to visit and photograph the property described in this application;

7. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

Wojciech Osiak, Managing Member

Property Owner

[Handwritten signature]

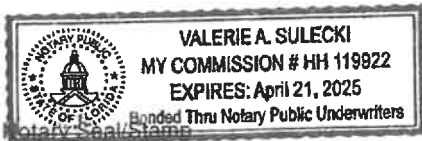
Property Owner

Property Owner

Property Owner

STATE OF FLORIDA, COUNTY OF PINELLAS

BEFORE ME THE UNDERSIGNED, AN OFFICER DULY COMMISSIONED BY THE LAWS OF THE STATE OF FLORIDA, ON THIS 15th DAY OF August, 2024, PERSONALLY APPEARED Wojciech Osiak WHO HAVING BEEN FIRST DULY SWORN DEPOSED AND SAYS THAT HE/SHE FULLY UNDERSTANDS THE CONTENTS OF THE AFFIDAVIT THAT HE/SHE SIGNED.



[Handwritten signature: Valerie Sulecki]
Notary Public Signature

My Commission Expires: 4/21/2025