


<p>Findings:</p>	<p>According to the applicant, the existing 6-foot chain link has been in existence since the previous owner (church site). Per LDC Sec. 6.04.02.A.5, <i>all fencing erected prior to April 15, 1987, shall be granted non-conforming status.</i> Staff conducted research on the church site and based on County aerials from 1986, the church use was established prior to 1987. However, due to the low quality of the aerial photographs, staff was unable to confirm if a 6-foot-high chain link fence was in existence on the site. The applicant was advised to include the fence height variance request since the age of the subject chain link fence could not be determined.</p> <p>The CPV-A5 district does not have a minimum front yard setback, but it requires a maximum front yard setback of 10 feet. Staff evaluated this requirement for the fence location and its height, and it was determined that the area for the maximum setback of 10 feet functions as the required yard, therefore, a 6-foot-high fence would need to be placed outside the 10-foot front yard.</p> <p>The site is under Code Enforcement violation (CE22014825) for the fence material (blue fabric).</p>
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<p>Zoning Administrator Sign Off:</p>	 <p>Colleen Marshall Wed Oct 11 2023 13:52:51</p>
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DISCLAIMER:
 The variance(s) listed above is based on the information provided in the application by the applicant. Additional variances may be needed after the site has applied for development permits. The granting of these variances does not obviate the applicant or property owner from attaining all additional required approvals including but not limited to: subdivision or site development approvals and building permit approvals.

PICTURES/GRAPHICS



SITE AERIAL



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Project Description (Variance Request)

1. In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet). If additional space is needed, please attach extra pages to this application.

Request variance for height, design, and screen type. The chainlink fence around the perimeter of the school was pre-existing. The only addition was a small portion in the front that blocked off access to certain doors of the building from the public and to funnel all visitors to one main entrance. There was also an existing privacy screen around portions of the campus but it was heavily damaged from a hurricane and had to be replaced. Our district safety team recommended both the extra fencing and the privacy screens to shore up our campus and as added protection for our students.

2. A Variance is requested from the following Section(s) of the Hillsborough County Land Development Code:

Land Development Code Sections for the Variances:

 Sec. 6.07.02.C.1.a (Fences and Walls): Fences over four feet in height shall not be allowed within the required front yards, (this would be along Berkford Ave and Spivey Dr. which have a required

Additional Information

1. Have you been cited by Hillsborough County Code Enforcement? No Yes
 If yes, you must submit a copy of the Citation with this Application.
2. Do you have any other applications filed with Hillsborough County that are related to the subject property?
 No Yes If yes, please indicate the nature of the application and the case numbers assigned to the application (s): _____
3. Is this a request for a wetland setback variance? No Yes
 If yes, you must complete the Wetland Setback Memorandum and all required information must be included with this Application Packet.
4. Please indicate the existing or proposed utilities for the subject property:
 Public Water Public Wastewater Private Well Septic Tank
5. Is the variance to allow a third lot on well or non-residential development with an intensity of three ERC's?
 No Yes If yes, you must submit a final determination of the "Water, Wastewater, and/or Re-claimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public hearing

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Additional / Revised Information Sheet

Office Use Only		
Application Number: VAR 23-0594	Received Date:	Received By:

The following form is required when submitted changes for any application that was previously submitted. A cover letter must be submitted providing a summary of the changes and/or additional information provided. If there is a change in project size the cover letter must list any new folio number(s) added. Additionally, **the second page of this form must be included indicating the additional/revised documents being submitted with this form.**

Application Number: VAR 23-0594 Applicant's Name: Plato Holdings LLC

Reviewing Planner's Name: Stephen Donnelly Date: 10/11/2023

Application Type:

- Planned Development (PD)
- Minor Modification/Personal Appearance (PRS)
- Standard Rezoning (RZ)
- Variance (VAR)
- Development of Regional Impact (DRI)
- Major Modification (MM)
- Special Use (SU)
- Conditional Use (CU)
- Other _____

Current Hearing Date (if applicable): 10/23/2023

Important Project Size Change Information

Changes to project size may result in a new hearing date as all reviews will be subject to the established cut-off dates.

Will this revision add land to the project? Yes No

If "Yes" is checked on the above please ensure you include all items marked with * on the last page.

Will this revision remove land from the project? Yes No

If "Yes" is checked on the above please ensure you include all items marked with + on the last page.

Email this form along with all submittal items indicated on the next page in pdf form to:

ZoningIntake-DSD@hcflgov.net

Files must be in pdf format and minimum resolution of 300 dpi. Each item should be submitted as a separate file titled according to its contents. All items should be submitted in one email with application number (including prefix) included on the subject line. Maximum attachment(s) size is 15 MB.

For additional help and submittal questions, please call (813) 277-1633 or email ZoningIntake-DSD@hcflgov.net.

I certify that changes described above are the only changes that have been made to the submission. Any further changes will require an additional submission and certification.

Stephen Donnelly

Signature

10/11/23

Date



Additional / Revised Information Sheet

Please indicate below which revised/additional items are being submitted with this form.

Included	Submittal Item
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1 **Cover Letter****+ If adding or removing land from the project site, the final list of folios must be included

2 **Revised Application Form****+

3 **Copy of Current Deed*** Must be provided for any new folio(s) being added

4 **Affidavit to Authorize Agent*** (If Applicable) Must be provided for any new folio(s) being added

5 **Sunbiz Form*** (If Applicable) Must be provided for any new folio(s) being added

6 **Property Information Sheet****

7 **Legal Description of the Subject Site****

8 **Close Proximity Property Owners List****

9 **Site Plan**** All changes on the site plan must be listed in detail in the Cover Letter.

10 **Survey**

11 **Wet Zone Survey**

12 **General Development Plan**

13 **Project Description/Written Statement**

14 **Design Exception and Administrative Variance requests/approvals**

15 **Variance Criteria Response**

16 **Copy of Code Enforcement or Building Violation**

17 **Transportation Analysis**

18 **Sign-off form**

19 **Other Documents** (please describe):

Pictures of current fencing

*Revised documents required when adding land to the project site. Other revised documents may be requested by the planner reviewing the application.

+Required documents required when removing land from the project site. Other revised documents may be requested by the planner reviewing the application.

Variance number **23-0594**

This letter is to clarify the addition of 2 variance requests.

1. Request for variance on LDC section 6.07.02.c.1 and 3.10.07.c
2. Request for variance on LDC 3.10.07.c

Address: 7705 Gunn Hwy, Tampa, FL 33625

Sincerely,

Stephen Donnelly

Stephen Donnelly

Facilities Director

Plato Academy Schools

facilitiesdirector@platoacademy.net

727-631-4957



Variance Criteria Response

1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?

Plato Academy is a public charter school that has been growing into our Tampa location. Our property is unique to the area based on needs for safety and security of the school population. This includes perimeter fencing and any shielding of students behind these fences. This would include plantings and foliage already in place. At no time since establishment in 2017 has Plato Holding LLC been asked to plant along the fence that was in place before our arrival.

2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.

We believe this might deprive our ability to preserve the health and safety of our students. This request is in order to foster these needs for staff, students, and visitors. We also wish to assist with the development of unincorporated areas of Hillsborough County and local property owners. At this time the fence and foliage has been in place for years, far beyond the time Plato Holdings LLC purchased the property in 2017.

3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.

We do not feel our not planting will impact or interfere the rights of others around the property if the variance is permitted. Up until this point the school or the previous owners before 2017 have not been asked to plant around the fence line. The chain link fence has been in place before our purchase and approved by Hillsborough County.

4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).

As stated in Section 1.02.02, our intent is aligned to preserve the public health and safety of our students. We believe this request is in order to foster and preserve public health, safety, comfort, the welfare of all parties and to aid in the harmonious, orderly, progressive development of the unincorporated areas of Hillsborough County rights of property owners, and consideration of the interests of the citizens of Hillsborough County. At this point new plantings are not being asked.

5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.

When Plato Holdings LLC purchased the property we only intended to enhance the school grounds with both improved screenings. Since our purchase we have not been asked to plant around the grounds and hope this variance will allow us to choose when/where if needed in the future. We did not intentionally act against building code.

6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.

The school was not recommended to make any plantings since purchasing the property in 2017. The previous owners also have not nor had indicated plantings were needed. By granting the variance it will provide consistency of what Plato Holdings LLC has been operating under since establishment.



Variance Criteria Response

1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?

Plato Holdings LLC purchased the property for the 2017-2018 school year. The 6 foot fences were already in place by the previous owner. It would be impractical to have to replace and return to a 4 foot fence. The safety and security of both students and staff are the priority and not necessarily in common with other local property.

2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.

LDC code 6.07.02.c.1.a indicates that fencing would need to be 4 feet at our location. Plato Academy would not be able to adequately protect and keep both inside the perimeter and neighbors provided with privacy desired. Having the 6 foot variance would allow Plato Academy to achieve this goal.

3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.

Be being provided the variance, it will allow Plato Holdings to keep the 6 foot fence that has been in place long before our 2017 establishment. It would not injure the rights of other property owners based on the longevity this perimeter fencing has been in place.

4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).

As stated in section 1.02.02 our intent is aligned to preserve public health and safety of staff and students. We believe this request will foster this intent and allow Plato Academy Tampa to operate under state mandates of safety and security of school property.

5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.

Plato Holdings LLC purchased and established the school in 2017. The 6 foot perimeter fence has been in place before this date. The variance will allow for the school to maintain this safety feature. We did not intentionally act against code.

6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.

School safety is paramount in all districts and granting this variance will allow Plato Academy Tampa to continue to exist with such intent. By not granting the variance it may cause the school to have to change perimeter protections including the expectation to change fencing to match code.





Prepared by and return to:

Jeffrey S. Wood, Esq.

Tripp Scott, P. A.

110 SE 6th Street 15th Floor

Fort Lauderdale, FL 33301

954-525-7500

File Number: 995672.0004

Folio Numbers: 003392-0000

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Special Warranty Deed

This Special Warranty Deed made as of the 12th day of March, 2020 between FIRST BAPTIST CHURCH CITRUS PARK, INC., whose post office address is 7705 Gunn Highway, Tampa, Florida 33625, grantor, and PLATO HOLDINGS, LLC, a Florida limited liability company, whose post office address is 2045 Palmetto Street, Clearwater, Florida 33765, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Hillsborough County, Florida**, more particularly described on Exhibit "A," attached hereto and made a part hereof for all purposes.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

FIRST BAPTIST CHURCH CITRUS PARK,
INC., a Florida not-for-profit corporation

[Signature]
Witness Name: DAVID A RANKIN

By: [Signature]
Daniel Klaus, President and Trustee

[Signature]
Witness Name: Natalie Lawson

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization
this 10th day of March, 2020, by Daniel Klaus, President and Trustee of First Baptist Church Citrus Park, Inc.
He is personally known or produced identification. Type of identification produced:
FL Drivers License

[Notary Seal]

[Signature]
Notary Public

Printed Name: Natalie Lawson

My Commission Expires



EXHIBIT "A"
LEGAL DESCRIPTION

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

East ½ of Lot 8, and all of Lots 9 through 12, inclusive, Block 37, The Town of Citrus Park Florida, according to the map or plat thereof, as recorded in Plat Book 1, Page 130, of the Public Records of Hillsborough County, Florida.

Lots 1 through 12, inclusive, Block 48, The Town of Citrus Park Florida, according to the map or plat thereof, as recorded in Plat Book 1, Page 130, of the Public Records of Hillsborough County, Florida.

Lots 1, through 12, inclusive, of Block 51, The Town of Citrus Park Florida, according to the map or plat thereof, as recorded in Plat Book 1, Page 130, of the Public Records of Hillsborough County, Florida.

TOGETHER WITH that certain property vacated by that certain Resolution recorded in Official Records Book 3558, Page 991, which vacates Street lying between Blocks 37 and 48, of The Town of Citrus Park Florida, in Section 2, Township 28 South, Range 17 East, according to the map or plat thereof, as recorded in Plat Book 1, Page 130, of the Public Records of Hillsborough County, Florida.

TOGETHER WITH that certain property vacated by that certain Resolution recorded in Official Records Book 1939, Page 367, which vacates 11th Street lying between Blocks 48 and 51, of The Town of Citrus Park Florida, according to the map or plat thereof, as recorded in Plat Book 1, Page 130, of the Public Records of Hillsborough County, Florida.

LESS AND EXCEPT that certain property conveyed to Hillsborough County and described as Parcel 106 in that certain Stipulated Order of Taking and Order for Disbursement of Funds as to Parcel 106 recorded in Official Records Book 7963, Page 528, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

That part of Lots 7, 8, 9, 10, 11 and 12, Block 51, of Town of Citrus Park, according to the map or plat thereof as recorded in Plat Book 1, Page 103, Public Records of Hillsborough County Florida.

Lying within the following metes and bounds description:

Beginning at the Southwest corner of Lot 7, Block 51, Town of Citrus Park, according to the map or plat thereof as recorded in Plat Book 1, Page 130, Public Records of Hillsborough County, Florida; run thence N.01°50'56"E., a distance of 20.79 feet along the West boundary of said Lot 7; thence S.47°43'37"E., a distance of 14.09 feet; thence S.89°20'35"E., a distance of 286.00 feet; thence N.47°28'25"E., a distance of 21.35 feet to the East boundary of Lot 12, Block 51 of said Town of Citrus Park; thence S.01°50'25"W., 25.88 feet to the existing right-of-way line of Gunn Highway; thence along said right-of-way line, N.89°22'21"W., a distance of 312.00 feet to the Point of Beginning.

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Property/Applicant/Owner Information Form

Official Use Only

Application No: VAR 23-0594 Intake Date: 06/05/2023
Hearing(s) and type: Date: 07/31/2023 Type: LUHO Receipt Number: 274846
Date: _____ Type: _____ Intake Staff Signature: Keshia Rivas

Property Information

Address: 7705 Gunn Hwy, City/State/Zip: Tampa, FL 33625
TWN-RN-SEC: 02-28-17 Folio(s): 003392-0000 Zoning: CPV-A-1 Future Land Use: CPV Property Size: 4.6 AC

Property Owner Information

Name: Plato Holdings LLC Daytime Phone: 727-205-6360
Address: 2045 Palmetto Street City/State/Zip: Clearater, FL 33765
Email: alex@platoacademy.net Fax Number: _____

Applicant Information

Name: Plato Academy Tampa Daytime Phone: 727-205-6360
Address: 7705 Gunn Hwy City/State/Zip: Tampa, FL 33625
Email: alex@platoacademy.net Fax Number: _____

Applicant's Representative (if different than above)

Name: Alex Christopoulos Daytime Phone: 727-455-6537
Address: 1822 N. Belcher Rd. Unit 101 City/State/Zip: Clearwater, FL 33765
Email: alex@platoacademy.net Fax Number: _____

I hereby swear or affirm that all the information provided in the submitted application packet is true and accurate, to the best of my knowledge, and authorize the representative listed above to act on my behalf on this application.

[Signature]
Signature of the Applicant

Alex Christopoulos
Type or print name

I hereby authorize the processing of this application and recognize that the final action taken on this petition shall be binding to the property as well as to the current and any future owners.

[Signature]
joan petralas | Jun 1, 2023 12:58 EDT

Signature of the Owner(s) -- (All parties on the deed must sign)

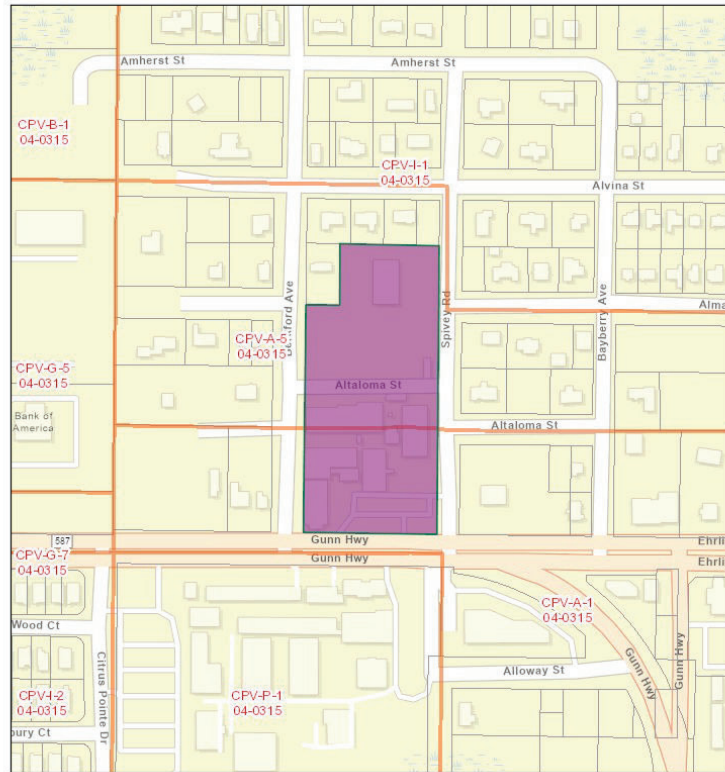
Louis Kokkaniaras
Type or print name



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Community Based
Zoning	CPV-A-1
Description	Citrus Park Village
RZ	04-0315
Zoning Category	Community Based
Zoning	CPV-A-5
Description	Citrus Park Village
RZ	04-0315
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0179H
FIRM Panel	12057C0179H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120180F
County Wide Planning Area	Citrus Park Village
Community Base Planning Area	Citrus Park Village
Census Data	Tract: 011410 Block: 3043
Census Data	Tract: 011410 Block: 3044
Future Landuse	CPV
Future Landuse	CPV
Future Landuse	CPV
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Overlay District	Citrus Park Village
Competitive Sites	NO
Redevelopment Area	NO

Folio: 3392.0000



June 5, 2023

RS: Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Hillsborough County Florida

Folio: 3392.0000
PIN: U-02-28-17-03V-000048-00001.1
Plato Holdings Llc
Mailing Address:
 2045 Palmetto St
 null
 Clearwater, FL 33765-2118
Site Address:
 7705 Gunn Hwy
 Tampa, FL 33625
SEC-TWN-RNG: 02-28-17
Acreage: 4.60499001
Market Value: \$4,653,563.00
Landuse Code: 7200 Schools/college

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2. Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.