PZ040312

CITY OF PORT ST. LUCIE
PLANNING AND ZONING BOARD MEETING MINUTES
APRIL 3, 2012

A Regular Meeting of the PLANNING AND ZONING BOARD of the City of Port St. Lucie was called to order by Chair Parks at 1:30 p.m., on April 3, 2012, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. CALL TO ORDER

2. ROLL CALL

Members Present: Susan E. Parks, Chair
Brian Battle, Alternate
William Blazak, Secretary
Steven Garrett
Ken Martin
Ernie Ojito
Ryan Strickland, Alternate

Others Present: Councilwoman Shannon M. Martin
Pam E. Booker, Senior Assistant City Attorney
Daniel Holbrook, Planning and Zoning Director
Anne Cox, Assistant Planning And Zoning Director
Roxanne Chesser, Engineering Department
John Finizio, Planner
Katherine Huntress, Planner
Thresiamma Kuruvilla, Planner
Marty Sanders, St. Lucie County School District
April C. Stoncius, Deputy City Clerk

3. PLEDGE OF ALLEGIANCE

Secretary Blazak led the assembly in the Pledge of allegiance.

4. APPROVAL OF MINUTES – NONE

There were no minutes to approve.

5. CONSENT AGENDA

Chair Parks said, “We will divide the Consent Agenda into separate votes.”

A. P11-144 LIVING GOD WORSHIP CENTER - SITE PLAN

Secretary Blazak **moved** to recommend approval of P11-144, Living God Worship Center, Site Plan. Mr. Martin **seconded** the motion, which **passed unanimously** by roll call vote.

B. P12-021 FLORIDIAN VILLAGE PLAT NO.2 - FINAL PLAT

Mr. Garrett **moved** to recommend approval of P12-021, Floridian Village Plat No. 2. Mr. Ojito **seconded** the motion, which **passed** by roll call vote with Chair Parks, Mr. Ojito, Mr. Garrett, Mr. Battle, and Mr. Strickland voting in favor, and Secretary Blazak abstaining.

6. PUBLIC HEARINGS

Chair Parks stated, "The applicant or agent for the applicant must be present. If no representative is present for the application, it may be tabled to the following month's meeting. Anyone wishing to speak on any item may approach the podium after the issue has been opened for the public to comment. Each person wishing to speak may do so for not more than five minutes. Please state your name when you come to the podium. You may speak only once for each agenda item. Your comments and concerns are very welcome. However, we must maintain order and provide time for everyone."

A. P12-028 RACETRAC - VARIANCE

Ms. Huntress said, "The applicant is Brian Oates of RaceTrac Petroleum, Inc., acting as the agent for Valentine Properties LLC PVD Development, Inc. The property is located at 221 SW Port St. Lucie Boulevard, and is legally described as Lots 7, 8, 9, 10, 27, 28, 29, 30, Block 704, Port St. Lucie Section 18. The site is 1.84 acres, and is zoned General Commercial. The existing use is a vacant car sales lot. The requested variance is to Chapter 155 Sign Code of the Zoning Code, and detailed as follows:

1. An 18 square foot variance to Table 1 of Chapter 155 of the Sign Code. Said Code allows a maximum of 32 square feet for a monument sign, whereas the applicant is proposing a maximum of 50 square feet for the monument sign.

2. A variance to Chapter 155.08 (S)(1) of the Sign Code. Said Code requires the numerical address to be exhibited on the monument sign, whereas the applicant is proposing no address on the monument sign.

3. A 121 square foot variance to Chapter 155.08(K)(1) of the Sign Code. Said Code allows a cumulative maximum of 32 square feet for gas station canopy signs, whereas the applicant is proposing a cumulative maximum of 153 square feet for the canopy signs.

4. A 12-inch variance to Chapter 155.08(E)(b) of the Sign Code. Said Code allows a maximum letter height of 24 inches, whereas the applicant is proposing a letter height of 36 inches for the canopy signs.

5. A 9-inch variance to Chapter 155.08(E)(b) of the Sign Code. Said Code allows a maximum letter height of 24 inches, whereas the applicant is proposing a letter height of 33 inches for the façade sign.

6. A variance to Chapter 155.08(E)(1)(c) of the Sign Code. Said Code requires that only the business name or logo and type of business be identified on the façade sign, whereas the applicant is proposing a sign advertising 'FRESHLY BREWED COFFEE' on the façade.

The applicant has also requested a variance for lighted letters on the canopy, perimeter lighting around the canopy, and lighted signage on the façade sign. Signs are permitted to be lighted, and we allow lighting around the canopy as long as it does not face residential zoning. The attached graphics provided by the applicant indicate it does not. Therefore, no variance is required. The graphics provided by the applicant shows several advertising panels on the façade, which are not permitted by Code. The applicant has been made aware of this, and has not requested a variance for them. If the variances are granted, the applicant will be required to submit a separate sign application and fee for each sign requested."

Ms. Huntress continued, "In the applicant's justification for the variance, he mentions several times that the changes made to the Sign Code in 2010 resulted in more restrictive requirements. However, revisions to the Sign Code did not include any changes that would be related to the requested variances. The maximum square footage allowed for a monument sign, the maximum square footage for gas station canopy signs, and the maximum letter height were not reduced. The requirements that only the business name or logo be identified on the façade sign, and the numerical address to be exhibited on the monument sign were not changed by the revisions to the Sign Code either. Chapter 158.296(B) states that in its consideration of a request for variance, the Planning and Zoning Board or the Zoning Administrator shall not utilize the existence of non-conforming use of neighboring

lands, structures, or buildings in the same or adjacent zoning districts as grounds for the granting of a request for variance, nor shall the Planning and Zoning Board or the Zoning Administrator utilize any permitted use of lands, structures, or buildings within the same or adjacent Zoning District as a basis for approval. The Planning and Zoning Department staff finds the requests to be inconsistent with variance criteria as stipulated in Chapter 158.295(C) of the Zoning Code, and recommends denial."

Mr. Strickland said, "I support staff, but I also understand the applicant's justification. Can you clarify the height discrepancies? I have read that the Sign Code requirement is 29 inches and they want 36 inches for the umbrellas. The Sign Code demands 24 inches, and I believe they are requesting 33 inches. Are those numbers correct?" Ms. Huntress explained, "The Code allows 24 inches in the letter height, and in one instance they were requesting a letter height of 36 inches. In another instance they are asking for 33 inches." Mr. Strickland commented, "Thank you." Chair Parks advised, "We did receive one letter of objection from Myrna L. Peterjohn."

BRAIN OATES, RaceTrac Petroleum, Inc., Agent for Valentine Properties, LLC. PVD Development, Inc., said, "This is a completely different gas station then you would normally see in Florida. We have made a significant change to the exterior, and are trying to make the building more amenable to the Citywide Design Standards. We have changed our awnings to go along with the Citywide Design Standards. We will have a stacked stone water table and a stucco building with a metal roof. The City mentioned that we were looking for 33 inches on the building façade, but we are looking for 30 inches. It is a 6-inch increase over what the Code allows. We are at a competitive disadvantage based on what is currently on the same corridor that we are on. There are multiple signs along Port St. Lucie Boulevard and US 1 that are over 100 square feet, but we are not asking for that. We have an issue with multiple competitors that have larger than 32 square feet, like the Valero signs along the same corridor that our customers will pass. Sunoco also has larger than Code allowable signage, as well as Circle K and the Shell gas station, which have 45 square feet. We feel 50 square feet is appropriate for our site. One of the main reasons that we are asking for 50 square feet is for the 20-inch LED letters. When we go to a 32 square foot sign, we have to reduce our LED letters to 16 inches, which becomes a safety issue. On the Site Plan, it is not out of scale or character with Port St. Lucie Boulevard. As I mentioned, one of biggest issues is a safety issue. A motorist driving at 45 miles per hour would be able to see the 16-inch letters from a maximum distance of 160 feet. If

they are going 45 miles per hour, they have less than two seconds to slow down to enter our site. With the 20-inch LED letters, they would be able to see it from about 200 feet. We feel that it would allow significantly more time to for a car to slow down to enter our site safely."

Mr. Oates continued, "In terms of the variance for the canopy, the Code that is allowed is 32 square feet. There are multiple instances where gas stations have a significant amount more than the 32 square feet on their canopy. The Hess Stations have larger signs that can be seen from all three sides, and that is what we are asking for. One of the main reasons that we are asking for 51 square foot lettering is that the main front of our canopy is almost 200 feet long. If we were to put a 32 square foot sign on the front of the building, it would be completely out of scale. We want to put the same graphic on either side of the canopy, which are 54 feet wide. We are requesting to allow the signs to fit the scale and size of the canopy that is allowed by the Code. We are asking for 30 inches for the façade signage, because the architects that designed our building recommended 30-inch letters for the scale of the building. There are multiple instances throughout the City where there are larger façade signage. There have also been multiple areas where variances have been granted to allow for larger façade signs. On our Site Plan, the two RaceTrac signs in the tower in the center of the main building and on the right-hand side where the second entrance is are both 30 inches, and they set the scale for the rest of the building. In terms of the last condition allowing for the 'Freshly Brewed Coffee' sign, we feel that is part of our branding. We have 'Freshly Brewed Coffee' on our mugs throughout the site and on the inside of our building. It is no different than Walgreens having their 'One Hour Photo' on the exterior of their building. I wouldn't consider it advertising, but I would consider it part of their branding. There are multiple other cases where there are businesses throughout the corridor that have advertising branding signage on the exterior of their buildings. On the right side of our building we have our RaceTrac logo, and underneath it is says, 'Freshly Brewed Coffee' in brushed metal lettering. Thank you for the opportunity to speak today."

Mr. Strickland said, "I understand the sign justification, and the pace of speed on Port St. Lucie Boulevard, as well as the scale of the building. The signs look great, as the architects did a fabulous job. It seems like everyone else is going to have to conform to the Sign Code moving forward. I'm sorry to hear that your competitors aren't, because it does give them an unfair advantage. I agree with staff. We have to set the standard somewhere. I cannot approve the change in variances

moving forward. We would love to have you in the area, but if we set that standard, it will be an uphill battle."

Secretary Blazak inquired, "Regarding the second request for no address on your monument sign, why?" Mr. Oates responded, "Typically, we do not have the address on our monument sign. We usually have it on the building, but if it is a deal breaker, we will withdraw it." Secretary Blazak explained, "We have that information on the monument signs for our emergency personnel, so it doesn't become a safety issue finding the address." Mr. Oates stated, "We will be willing to withdraw it." Mr. Battle said, "I would also like to see the address letters on the sign, preferably down in the stone area where it is separate. It will be helpful for the ambulance and fire vehicles." Mr. Oates clarified, "That will be something that we are willing to do." Secretary Blazak asked, "How is the square footage calculated as it relates to the other 50 square foot existing signs? Does it include the base, or is it just the sign façade itself?" Ms. Huntress replied, "We box in the actual sign, and it would be the height times the width." Mr. Martin said, "In the packet it indicated that the City Council read this new ordinance in March of 2010, but then the non-conforming uses up and down the street throughout the entire City have a five-year period where they will be non-conforming." Ms. Huntress replied in the affirmative. Mr. Martin advised, "In about three years everybody is going to have to come into compliance. All of RaceTrac's competitors will have to come into compliance with the Sign Code." Mr. Holbrook replied in the affirmative. Secretary Ojito asked, "Could you bring up your elevation on the sign?" Mr. Oates replied in the affirmative. Secretary Ojito said, "I find it redundant that you have RaceTrac several times on the building. Maybe you could take one of those signs off." Mr. Oates questioned, "You mean on the entrance and on the side?" Secretary Ojito answered, "Where it says 'Coffee,' take that out. You have it all over the place." Mr. Oates explained, "That is part of our branding, and it is what the architects are proposing."

Chair Parks opened the Public Hearing. There being no comments, Chair Parks closed the Public Hearing

Mr. Martin said, "I understand your point that other businesses in the City and up and down that corridor have larger signs. Hopefully, in three years they will have to adjust theirs down to the size that you have. We are glad to have you. We have a pretty strong City of 164,000, plus citizens. The limitations that you perceive on the sign sizes are not going to affect the caliber or volume of your business." Mr. Strickland said, "We would love to have you here, as you have a great company with a

great brand, but the ordinance and variances are in place. If we start altering them now, I think it is truly an uphill battle. I feel for you for the next few years that your competitors are going to have a little bit of an edge on you, but moving forward, the people that do come to this City will be put in the same position as you are in." Secretary Blazak said, "I don't think that you will need the improved signage, as the architecture on your building will put a competitive edge over your partners. It is one of the better looking gas stations that we have seen in a while."

Chair Parks said, "The first item is asking for a 56% sign increase. The second request was for no numbers on the sign, but it needs to be on there for security purposes. Thirdly, you wanted 4.7% more canopy. Fourth, you wanted 50% more signage. Fifth, you wanted 37% more signage. I can't give you those numbers. I'm sorry. The customers will come if you have gas at those low prices. Your facility is exemplary, and we welcome it to Port St. Lucie. It appears that you are taking your corporate logos, and want to plug them into Port St. Lucie. We welcome you, but please work with us to make our Sign Codes work for the better of all businesses." Mr. Holbrook stated, "The applicant has raised several issues regarding locations where there is signage that is beyond the Code that is allowed. The Planning and Zoning Department doesn't have any records for the Discount Personal Storage on SW Gatlin Boulevard. The Planning and Zoning Department has not always been a part of the sign review process, and that is why you will see differences in who reviewed and approved or who has the records or doesn't. The Building Department has records, but they didn't indicate exact sizes on their applications. The Planning and Zoning Department and the Building Department don't have any records for the Fort Pierce Shell location. The Golden Corral location is not within the City. The US 1 corridor is in three jurisdictions up and down St. Lucie County, and some of it is unincorporated St. Lucie County. The Verizon location was permitted and reviewed, and variances weren't required for that one. There were no records for the Hess Gas Station, but the Building Department did issue a permit for them. Regarding the discussion of US 1 in comparison to Port St. Lucie Boulevard, they are high volume traffic roads, but the widths of the roads are very different. The viewsheds are very different as you go up and down, so if you are considering when someone needs to see the sign to be able to turn, Port St. Lucie has a restricted right-of-way. We build out from the edge of the right-of-way all the way from the sidewalks, and will not be able to add lanes in the future. Also, up and down Port St. Lucie Boulevard there are Conversion Areas. The US 1 corridor typically has larger parcels and big

box developments, which you typically don't see on Port St. Lucie Boulevard, outside of major intersections."

Mr. Holbrook pointed out, "The applicant has withdrawn their second request dealing with the address on the monument sign." Secretary Blazak **moved** to deny P12-028, RaceTrac, 18 square foot variance to Table 1 of Chapter 155 of the Sign Code. Mr. Martin **seconded** the motion, which **passed** by roll call vote with Chair Parks, Mr. Martin, Secretary Blazak, Mr. Garrett, Mr. Strickland, and Mr. Ojito voting in favor, and Mr. Battle voting against. Mr. Strickland **moved** to deny P12-028, RaceTrac, a 121 square foot variance to Chapter 155.08(K)(1) of the Sign Code. Mr. Martin **seconded** the motion, which **passed** by roll call vote with Chair Parks, Mr. Martin, Secretary Blazak, Mr. Garrett, Mr. Strickland, and Mr. Ojito voting in favor, and Mr. Battle voting against. Mr. Martin **moved** to deny P12-028, RaceTrac, A 12-inch variance to Chapter 155.08(E)(b) of the Sign Code. Mr. Strickland **seconded** the motion, which **passed** by roll call vote with Chair Parks, Mr. Martin, Secretary Blazak, Mr. Garrett, Mr. Strickland, and Mr. Ojito voting in favor, and Mr. Battle voting against.

Mr. Strickland inquired, "Can I get clarification as it relates to the current Sign Code?" Mr. Holbrook responded, "The maximum letter height is 24 inches under the current Sign Code. Our review indicated that it was 33 inches, but the applicant stated that it was 30 inches that they are requesting, which would be a six-inch variance." Mr. Strickland **moved** to deny P12-028, RaceTrac, a 9-inch variance to Chapter 155.08(E)(b) of the Sign Code. Secretary Blazak **seconded** the motion, which **passed** by roll call vote with Chair Parks, Mr. Martin, Secretary Blazak, Mr. Garrett, Mr. Strickland, and Mr. Ojito voting in favor, and Mr. Battle voting against. Secretary Blazak **moved** to deny P12-028, RaceTrac, a variance to Chapter 155.08(E)(1)(c) of the Sign Code. The applicant is proposing a sign advertising 'FRESHLY BREWED COFFEE' on the façade. Mr. Martin **seconded** the motion, which **passed** by roll call vote with Chair Parks, Mr. Martin, Secretary Blazak, Mr. Garrett, Mr. Strickland, and Mr. Ojito voting in favor, and Mr. Battle voting against.

Chair Parks advised, "These items will not go forward, with the exception of your second request that you withdrew. You can appeal to the City Council, and the Planning and Zoning Department can give you that information."

B. P12-029 ELITE ELECTRIC - VARIANCE

Mr. Finizio said, "The applicant/owner is Zarknap, LLC, and John Pankraz. The property is located on the east side of South

Macedo Boulevard between Sea Holly Terrace and Whitmore Drive. It is approximately .68 acres. The existing zoning is Service Commercial, and the existing use is a warehouse building with associated office space. The request is to grant a variance to Chapter 158.221, Off-Street Parking and Lighting, Handicapped Parking Spaces of the Zoning Code to allow 12 fewer parking spaces than required. Said Chapter requires 33 parking spaces for proposed development, whereas the applicant is proposing 21 parking spaces. There are no special conditions or circumstances that exist which are related to the land structure or building involved. The applicant is proposing that his building only provide 21 spaces for a warehouse building with 5,062 square feet of office space, and 3,888 square feet of warehouse/storage space. If the variance is granted, there will be a deficit of at least 12 parking spaces over the entire site. Just how this will affect the character of the site is unknown, but it is important to note that at this time only two (2) units of the building are occupied. It is also important to note that the applicant has indicated this building was purchased with additional office space already constructed. Therefore, special conditions and circumstances do exist and are not a direct result of this applicant. Please see Exhibit 'A' in the Staff Report."

Mr. Finizio continued, "Improvements were made, but the office space already existed when the building was purchased. In granting this variance, it will confer a special privilege on the applicant, which is the ability to enlarge the square footage of an existing warehouse building, and changing the primary use without providing the required amount of off-street parking. All development within the City is required to provide the required parking spaces as outlined in the City's Land Development Regulations; this site is not meeting that requirement. It is true that the City does permit parking along the Macedo Boulevard right-of-way between the hours of 6 a.m. to 6 p.m. However, Section 158.221 (B) (5) of the Zoning Code states that 'Where off-street parking is required, parking shall be provided on the same lot or premises with the business or office which is being served, unless otherwise specifically approved by the City Council.' The approved Site Plan and development for Raven Park consists of two warehouse buildings with associated parking based on the ratio as shown on the approved Site Plan. Literal interpretation of this Chapter will not deprive the applicant of rights commonly enjoyed by other properties within this Zoning District. Denying this variance request would not work unnecessary and undue hardship on the applicant. It is important to remember that the applicant inherited these issues, and there is a real cost in removing the excessive office space. Denying the variance does not hinder the reasonable use of land, building, or structure, as it already

exists. The original Site Plan identifies this building as a warehouse, not an office building. It is important to note that the addition of the second floor office space was constructed prior to Zarknap, LLC taking possession of the property. They are making strides to come into compliance, which can be seen in the fact that they have already removed around 2,400 square feet of office space on the site. Granting this variance would not be in harmony with the general intent of Section 158.221 (C) of the City's Land Development Regulations. There is a possibility that approving this variance could be injurious to the area involved, or otherwise detrimental to the public welfare. Granting this variance will ensure that this building can use the existing office space, without having to demolish it, which could be cost prohibited. However, there is no way to know exactly what effect the lack of parking spaces will have on the area until tenants begin to move into the empty bays. At the least, it would most likely result in people parking in the right-of-way."

Mr. Finizio stated, "To make informed decisions on future use, it is important to ensure that all Site Plans are accurately reflecting what is actually on the site. Whatever the outcome of this variance request, the Planning and Zoning Department staff would like to recommend that the Site Plan be amended to accurately reflect the correct square footage of Building B, as well as the correct number of parking spaces for that square footage. Also, impact fees are based on use and square footage. At the time of development, this building paid its impact fees based on the approved 7,500 square feet for warehouse/industrial use. If the variance is approved, the applicant will be responsible for any additional square footage beyond 7,500 square feet that has already been approved, and the use will be general office. The Planning and Zoning Department staff finds the request to be inconsistent with variance criteria as stipulated in Section 158.295(C) of the Zoning Code, and recommends denial. Any request for a variance that is denied by the Planning and Zoning Board may be appealed to the Board of Zoning Appeals. Appeal applications are made through the City Clerk's Office, and must be submitted within 15 days after the Planning and Zoning Board meeting."

Mr. Martin inquired, "Is the applicant aware that if he gets this variance for parking approved, he will have to write a check for almost $10,000?" Mr. Finizio responded in the affirmative. Mr. Martin asked, "Is the applicant also willing to go the tax collector to indicate his building is larger than actually recognized? There will be financial ramifications if he gets this approved, and I want to make sure that he is aware of that." Mr. Finizio replied, "He has been informed of that." Mr. Martin questioned, "When these two structures were built, did

they not have shared parking between the two buildings?" Mr. Finizio answered, "Yes." Mr. Martin clarified, "And now they don't." Mr. Finizio commented, "They do." Mr. Martin asked, "When we are counting this gentleman's parking spaces allocated to his building, is there any allocation whatsoever, or are all of these common parking spaces between the two buildings? On the Trustee's Deed, it references non-exclusive easements for ingress, egress, and parking. Is that pertinent to this?" Mr. Holbrook said, "The last exhibit of this report is the original Site Plan, which was approved with four buildings. The entire parking was based off of the entire site. At some point, portions of the property were sold." Mr. Martin inquired, "Will this applicant have to pay for a Site Plan modification?" Mr. Finizio responded, "We would like him to amend the Site Plan, especially if this application is approved." Mr. Martin pointed out, "That would trigger the expense associated with a Site Plan modification." Mr. Holbrook advised, "That was one of the issues that we raised. If the variance is approved, the Site Plan needs to be amended, because the square footage has changed. There is no formal approval from the City that increases the square footage. If they want it, then they need to submit an application to get it. The first step is the variance. If this Board is going to consider approving it, then he will have to take those steps. If not, then they will have to change the use inside the building."

The Senior Assistant City Attorney advised, "In terms of the language on the face of the deed, that language itself does not answer Mr. Martin's previous question without looking at the documents referred to therein with any parking agreement that may be between the parties. It doesn't indicate if the parking was allocated, as these parcels were split up separately or there is shared parking still among them through some sort of parking agreement." Mr. Martin said, "That still leaves it pretty ambiguous. Does this applicant have control over those parking spaces on the adjoining building? If so, then he may not have a problem." Mr. Finizio stated, "I can't see how he can claim control over parking for another building. His use was identified on the Site Plan of being mostly warehouse, and is allowed 21 parking spaces for his building's use. He is exceeding that, but he can't take another building's parking." Mr. Martin asked, "This site is not separate from the other building?" Mr. Finizio replied, "Correct. It was not separated." Mr. Martin advised, "Now he has a potential $10,000 increase in impact fees, he has a potential for a few thousand dollars to apply for a Site Plan modification, and he may also have to go to the tax assessor to claim his buildings are larger, resulting in being taxed more. I want to make it clear to the applicant that this could become expensive."

Mr. Ojito asked, "Is the other building a warehouse use as well?" Mr. Finizio replied, "I can't speak for every use in the other building, but it is mostly warehouse. Yes." Mr. Ojito questioned, "Does the other building comply?" Mr. Finizio answered, "As far as we know." Mr. Ojito inquired, "A joint parking agreement between the parties might enable him to come up with the parking that is required, correct?" Mr. Finizio responded, "It is a possibility, but I think it is more slim than anything else. They have the same uses that operate at the same time, and won't be able to share parking in the sense that they will only be open at night as opposed to day. We can always look into it." Mr. Ojito pointed out, "That way he won't have to submit a new Site Plan." Mr. Holbrook said, "If he wants to have the uses that he currently has, he had to apply for a variance for the parking requirements. There isn't surplus parking to go ahead and absorb those required parking spaces for the uses that he has today. If you go back to the original Site Plan, it lays out what they requested, and what they were approved at. There was a second story added internally into the building that increases the square footage. He has removed the improvements on the north end of the building, so that decreases some of the requirements. He has taken steps to correct the measure, but he still has two bays to the south where his business operates out of, and another where a plumbing business operates out of. Those have second stories with offices, and other uses in there. The original Site Plan didn't accommodate the second floor, so it is entirely new square footage that has to have parking somewhere. The question is, can it be provided on site, or does it have to be provided somewhere else? Parking has occurred on City streets, and there has been controversy over that over the years. The hours have been restricted in the past to deal with some of the overnight parking issues that we have had. If the variance is approved, the Site Plan has to be amended."

Mr. Garrett said, "On Page 4 of your report, you noted another approved variance for another property with square footages. What percentage was that, as you noted in your report that this one is about a 35% change in parking." Mr. Finizio stated, "For P05-350, Team IP, it was 31%." Mr. Strickland said, "With the 35% change in the parking spaces, I assume that the parking lot will remain in ADA compliance." The Senior Assistant City Attorney advised, "The owners have to meet that regardless of whether the variance is granted or not."

JOHN PANKRAZ, Zarknap, LLC, applicant, said, "We purchased the building with roughly 10,000 square feet of build-outs inside. We did some repairs and modifications to each of the bays to clean them up, and make them livable. A year and a half ago we had renters in our north bay. There was an employee that thought

he was being mistreated, and went to the City to complain that there were too many people in the bay. The City indicated the call center did have too many people on the second floor, which wasn't allowed. Code Enforcement indicated that there was no permit for the second floor, and it needed to be removed. I obtained a permit to eliminate the second floor, and about two weeks later they said that there was no permit on the whole building. They pulled a permit for the shell of the building, but nothing on the interior since 1985." Chair Parks inquired, "When did you purchase the property?" Mr. Pankraz replied, "It was about eight years ago in 2004." Chair Parks asked, "When did you find out about the Code Enforcement problems?" Mr. Pankraz replied, "Two years ago Code Enforcement indicated that all of the air conditioners were not permitted, so we had to permit all of them. When we moved in we permitted our sign, and the Fire Marshall had been there many times and there was never an issue."

Mr. Martin inquired, "Are you willing to write a check for $15,000 to make this variance work for you?" Mr. Pankraz responded, "The bank is in partnership with me, and they have agreed to it." Mr. Martin advised, "Then you have to pay the tax assessment, as you are bumping it up to $42 per square foot." Mr. Pankraz explained, "I already have about $7,000 in removing what I have removed. If I have to continue removing stuff, I will probably have roughly another $20,000 in just removing everything. It hasn't been rented in a year and a half. When it was rented in the beginning, there was never an issue with parking. We are not allowed to use eight of the parking spaces that are on our property, because of the way it was zoned initially." Mr. Martin said, "Over 50% of the properties over there are not in compliance, so you are not the only one. With all due respect, you should have done your due diligence. You didn't obviously, or you just overlooked it, and I understand that. The tenant that you inherited when you bought the building was an illegal use. I know you are in a situation like a lot of other property owners in that corridor, so we wish you the best of luck." Mr. Blazak asked, "Do you intend to remove the other second floor office spaces, and leave the one in your bay?" Mr. Pankraz replied, "To comply with the original Site Plan, I would have to remove every office space in the other three bays, my entire second floor, and half of my downstairs to comply with the original proposal, as it was roughly 2,000 square feet of that was approved." Chair Parks said, "I have been to your site, and I saw seven air conditioner units. That is a high number of units, and three of the seven were new. Tell me about them." Mr. Pankraz explained, "The three that are new are in our bay that we replaced. We replaced two at the other end, which were stolen two years ago." Chair Parks asked, "Does the building require

seven units?" Mr. Pankraz replied, "At this second it doesn't, because I tore out half of the upstairs in the other bay." Chair Parks said, "I noticed that there were five electrical meters, and four of the five were spinning. There is electrical use for some parts of the building at all periods of time." Mr. Pankraz said, "One of them is a house meter that is not in use." Chair Parks questioned, "Presently, it is occupied by how many tenants?" Mr. Pankraz answered, "Two, but we utilize the end bay for storage." Chair Parks asked, "How many vehicles does your company have, and how many are stored after hours and during office hours?" Mr. Pankraz replied, "We have seven company vehicles." Chair Parks questioned, "Do some of those people take them home at night?" Mr. Pankraz answered, "There are two left there, and some are taken home. There are roughly about ten to twelve in the parking lot during the day."

Chair Parks opened the Public Hearing. There being no comments, Chair Parks closed the Public Hearing.

Mr. Martin said, "I appreciate that the gentlemen is trying to do the right thing, but over 50% of these buildings don't comply. There will be a period of time when everyone is brought into compliance. When the gentlemen bought the building, he should have done thorough due diligence to determine if they met the requirements. City staff is doing the right thing bringing all of the buildings into compliance. I can't go along with approving this variance, because there are so many other people out that are in the same situation. There is progress being made to resolve the problems that exist. Unfortunately, I can't get behind this variance." Mr. Strickland stated, "I also agree that it is a work in progress, but we have to start somewhere. Unfortunately, we have to stay within compliance moving forward. I know it is tough, but it is what it is. Thank you for all of the work that you have done on the building, and for going through the permit process to get it up to Code as much as possible."

Mr. Martin **moved** to deny P12-029, Elite Electric, Variance. Mr. Strickland **seconded** the motion, which **passed unanimously** by roll call vote.

C. P11-026 RIVERLAND/KENNEDY - DRI/NOTICE OF PROPOSED CHANGE

Ms. Cox said, "The City has received a request from Glenn Ryals who is representing Riverland/Kennedy LLP, to amend the Development Order for the Riverland/Kenndy Development of Regional Impact. The property is located west of the Southern Grove Development of Regional Impact, and north and east of the Wilson Grove Development of Regional Impact and south of

Tradition. The proposed changes include the phasing, buildout, and expiration dates that are consistent with the state legislation. There are proposed changes to the transportation conditions to assign specific roadway segments to be built by Riverland/Kennedy so that it is separated from the other Development Regional Impacts in the western annexation area. There are conditions regarding the environmental and natural resources that are proposed to be changed to refer to the state permitting agency, which is the South Florida Water Management District in addition to the U.S. Army Corps of Engineers, which is the federal agency regarding the permitting requirements and other conditions that are proposed to be deleted. The Master Development Plan, which is Map H, is proposed to be amended to be consistent with the proposed changes to Figure 18, Riverland/Kennedy NCD District Conceptual Master Plan, of the City's Comprehensive Plan (P11-098)."

Ms. Cox continued, "The applicant is not proposing to change the improved entitlements for the project. They are not asking for any increase or decrease in the number of residential units or non-residential square footages. The Human Resource Issue Section has a Condition #54, which requires the developer to construct onsite hurricane shelter space for the residents. This condition has been proposed to be deleted. The condition also allows the developer to make an equivalent payment to the City for that space. The applicant has provided a justification statement for the removal of that condition. I contacted the Building Department about the current Building Code, and I obtained additional information on that issue. The residential homes are required to be built to withstand wind speeds of 150 miles per hour. However, non-residential structures, which would include a clubhouse or a recreational facility, would be required to be built to withstand 160 miles per hour. Ms. Chesser is here from our Engineering Department to answer any questions on the changes to the transportation conditions."

Mr. Strickland inquired, "Have we explored other options to make this project happen moving forward, as well as still making the environmental side happy? I understand that there are environmental concerns. Is there a way to make this project happen while eliminating or at least lessening the environmental concerns?" Ms. Cox responded, "There is approximately a little over 12 acres of isolated wetlands on the property. They are working with the U.S. Army Corps of Engineers to start the permitting process for that. They would like to do onsite mitigation. The U.S. Army Corps of Engineers apparently prefers offsite mitigation, but in the Annexation Agreement that the City has with the developer, it refers everything back to those agencies. It is between them to work it out." Secretary Blazak

stated, "If you look at the Annexation Agreement, it refers back to the permitting agencies, but it also has City land Development Regulations. These are specific to the Land Development Regulations, so it is not just an environmental concern." Ms. Cox said, "If they decide it is going to be onsite mitigation, then we would deal with it when they come in for the development approvals." Secretary Blazak pointed out, "I read the Annexation Agreement to say that part of the whole group that came in to do it agreed to reconstructing upland buffers." Ms. Cox questioned, "Are you looking at the Third Amendment? That is what I'm referring to." Secretary Blazak answered, "The Third Amendment is very vague. The Master Annexation Agreement is very specific to exactly what is asking to be struck, which is that they don't want to reconstruct upland buffers and do onsite mitigation. They want to do it offsite. I believe it is a direct contradiction of the City's Land Development Regulations. There are two perspectives that we are looking at." Ms. Cox explained, "It was my understanding that the Third Amendment superseded that, and it went back to the permitting agencies." Mr. Holbrook advised, "If we are going to get into the Annexation Agreement, then we may need to take time out for that. I would prefer to stick with the conditions that are recommended to be changed." Secretary Blazak clarified, "So you are suggesting that we don't refer back to the Annexation Agreement today, just deal with what is in front of us." Mr. Holbrook suggested, "We should focus on the application that we have before us. If you have comments or questions, we can review it by all means." Secretary Blazak remarked, "Thank you."

GLENN RYALS, Riverland/Kennedy, LLP, representing the applicant, said, "We didn't have a presentation, because most of what has taken place in the NOPC is to address the changes that were made in the Third Amendment of the Annexation Agreement. In that amendment, we are trying to clarify the issue as far as the wetlands. Originally, the City had their own Code about wetlands, but when you get into the big DRI's, there are overriding groups such as the Army Corp of Engineers, U.S. Fish and Wildlife, and South Florida Water Management that come into play. The big debate that we are having with the Army Corp is whether we can do onsite or offsite. If we do it onsite, we still need to adhere to the City Code regarding uplands, wetlands, and buffers, because that is part of how you create a wetland. The Army Corp will have conditions about it too. Their preference is to take it offsite, but either way, we have to address everybody's requirements. To say that we have to abide by the City's requirements puts us in an awkward position with negotiating with the Army Corp, and that was addressed in the amendment that the City accepted. It indicated that as long as we meet the South Florida Water Management, the Army Corp, and

the U.S. Fish and Wildlife, it would satisfy the City's requirement, which the City accepted. Hopefully we covered it, as that was the intent. If we do onsite, I'm sure we are going to have to come in with a plan to submit it. Otherwise, the rest of the amendment is mostly about the bifurcation of the road conditions. It has been a long process with the City regarding agreeing on that. Wilson Grove got theirs done first and then Southern Grove came in, and we were asked to hold up until Southern Grove did their substantial deviation. Because of the increased intensity, the City wanted to make sure all of the pieces fit together. We are not happy with the answer that we got from the City, as we are required to build more than our proportionate share according to the new state statutes. The City has used a lane mile allocation, and we have accepted it. Part of the application is that we build what the City has asked us to build, even though it is in excess of our proportionate share. We are conceding to make the whole thing work."

Chair Parks inquired, "Are you allocating per lane by percentage of whatever the buildout time would be, or a set amount as stated today per mile?" Mr. Ryals responded, "It was based on percentage based on the buildout and external trips. We each were assigned a percentage of the roads. That percentage was allocated in land miles, excluding Western Grove for some reason. Ms. Chesser divided the whole area, and we were the last ones that got the last share. It is about $10 million over our proportionate share, but it is spread over 25 years and a lot of units." Chair Parks pointed out, "You did not answer my question. Is it per lane that you are paying the City as of today's prices, or is it the percentage of what it will be at the buildout time?" Mr. Ryals responded, "We are not paying the City. The proportionate share allows that, but the City doesn't want to get involved in it, because of timing problems. We are assigned to build the roads whatever the cost is." Secretary Blazak said, "I see a letter from DOT on March 24, 2011, which was a month after the City's letters in February of 2011 and March of 2011, where DOT reviewed it. They said the lanes were unacceptable, and thought that an updated traffic study was needed. Did you not think that we needed an updated traffic study?" Mr. Ryals explained, "They would like to have an updated traffic study, but at the same time, there was substantial deviation going on with Southern Grove. The City agreed that we would have a base line that was based on the original traffic study that we all spent a couple of years doing. With that base line, that is how the City has allocated all of the roads. The Southern Grove substantial deviation added a lot of intensity, but has not been allocated any additional roads, because they have a traffic study that says that they don't need additional roads. They are looking at everything that is going on, and they

just wanted to make sure that all of the roads are built. I think their concern was about the change of intensity, and if it changes the whole thing. According to the Southern Grove traffic study, it didn't. Southern Grove has some additional requirements with regard to a potential future interchange that they have to monitor. The balance of the whole road network was allocated based on the original WATS that all of us were involved in based on a buildout percentage. Ms. Chesser took the buildout percentage, and allocated the roads among us. At the time we submitted, the full picture wasn't there, and the Southern Grove piece was a question. We have responded to the FDOT, and we are doing more than our proportionate share. Hopefully, all of those things will satisfy FDOT, as we haven't had any comments back since we responded."

Secretary Blazak said, "I also see that Treasure Coast Regional Planning Council asked for an updated traffic study to be able to evaluate this." Mr. Ryals stated, "Their comments were the same. Originally when we submitted to the Treasure Coast Regional Planning Council, we thought we knew what roads had to be built. We removed Conditions 15A and B, which had to do with the ability of the City to accelerate and to delay a road that had been removed. They weren't happy about it, as they said that we needed to leave the monitoring paragraph in. The City has asked that we put it back in, and we did. The other issue was that they wanted to see how the whole network was going to be built." Secretary Blazak said, "I see where Mr. Busha questioned the wetlands in an April 6, 2011, letter, and you just responded 13 days ago." Mr. Ryals clarified, "We had responded previously." Secretary Blazak observed, "Not to that you didn't." Mr. Ryals said, "We responded to Mr. Busha, not the City. In his April letter, he asked the City to respond, because he was looking for the whole picture. The City didn't respond, and asked me to respond recently, and I did again. It was the same response that I gave for the most part, except we were able to indicate that we added the monitoring paragraphs back in, which was his biggest concern." Secretary Blazak stated, "I can see where he would want to see the whole picture, as everyone came together and agreed to everything, and now they are coming back one at a time. There is still an overall picture in the Annexation Agreement that indicates that it will be a road network. How do we ensure that all of these deviations and lane miles fit together as an Urban Land Institute network when we are done, and we don't come up short somewhere or make DOT mad along the way?"

Mr. Ryals said, "At the time, I appreciated his concern. At this point in time, we don't have just Wilson Grove and Riverland coming in with their piece. Now we have Southern Grove, Wilson

Grove, and our piece, and the only missing piece is Western Grove. The City has chosen to leave it out, so we can't address Western Grove. The three DRI's that make up all of the southern section and all of the roads are addressed in the allocation that the City has given. We have been held up because the City wanted to see what was going to happen with Southern Grove and the substantial deviation." Secretary Blazak pointed out, "We still don't have a response back from your letter of 12 days ago to the Treasure Coast Regional Planning Council. We are just assuming that what you sent back is going to be accepted? You made the statements, but nobody has accepted it. The Treasure Coast Regional Council hasn't had the opportunity to respond back." Mr. Ryals advised, "Mr. Busha has indicated that we are not a substantial deviation. His only comment to us was not to touch the extra-jurisdictional roads in Martin or St. Lucie County. We haven't touched any of those, and it was the same thing Southern Grove did. We are not adding or deleting anything. Mr. Busha wanted to see the whole network. Until recently, the City was unable to figure out the whole network. That same comment could be made for all of the ones that have happened before us. I'm the last guy in line, so I'm not sure there is an issue that the network is not there. We are responsible for the rest of the roads from the City's standpoint. I'm not sure why there is a concern with the TPO and our request, as we are not a substantial deviation and are not changing anything. We are just filling out the rest of the agenda on bifurcating the roads." Secretary Blazak pointed out, "He hasn't responded, as 12 days is enough time for him to respond. I'd like to send a response to the Army Corp indicating what we are going to do, but we know it doesn't work that way. We haven't heard back from them, and I still have two outstanding questions on the traffic study. There have been significant changes, and I don't disagree with you, but how do we justify that? If we start impacting other things through the Treasure Coast Regional Planning Council with traffic issues that weren't looked at because we didn't look at how the changes affected it through a traffic study, the City will be in jeopardy with funding from DOT. We have a letter in writing that says that we should do it." Mr. Ryals said, "That comment has been made for Wilson Grove, Southern Grove, and for us. We have been held up and are waiting on Southern Grove. Now that everybody knows what Wilson and Southern Groves has, I'm the last guy to fill in the puzzle. Why am I required to do a traffic study, and figure out why everyone else did what they did? We have followed the procedure that has been laid out. We are not asking for any changes. We have agreed to what the City has asked for, and it fits with everything else that has been done."

Mr. Martin inquired, "When do we get our park?" Mr. Ryals responded, "Because there is already an existing 100-acre park that the City has accepted from Tradition, the Parks and Recreation Department agreed in the Third Amendment to the Annexation to wait until we had 6,000 permits. At that point, we would give them the site. There are another 90 acres of parks that will be given as we build, and we will deliver those." Mr. Strickland asked, "If there is an updated traffic study conducted, who does that expense fall on?" Mr. Holbrook responded, "The applicant." Mr. Strickland commented, "Thank you for clarifying that. That is what I assumed." Secretary Blazak said, "I see in your tables that you are changing 3,400 acres that were allocated to single-family homes, and are going to a phasing schedule with no acreage tied to your residential building. Is there a reason why we are not doing that?" Mr. Ryals responded, "The acreage is identified on Map H." Secretary Blazak questioned, "Is Map H up to the scale?" Mr. Ryals answered, "It is to exhibit the scale, but the acreage lays out what the residential and commercial acres are. The biggest difference in the acres is from the dedication of roadways, as previously the roadways were included in the residential. We have now dedicated those and 27 acres to the City's RO plant. We added some neighborhood commercial for flexibility purposes. The phasing of the residential is done by units, not necessarily by acres. The acres are identified in Map H as to where the residential goes. There is no change to the entitlements or the phasing of the entitlements." Secretary Blazak said, "Map H is about 300 acres less than you had originally allocated to single-family." Mr. Ryals explained, "There is a little over 248 acres of roads that have been dedicated to the City, and 27 acres to the RO Plant. There is a little bit of an adjustment, because we increased our neighborhood commercial in the latest Comp Plan Amendment."

Secretary Blazak inquired, "Why did you strike out 75 acres for a school?" Mr. Ryals responded, "Originally, we didn't know what the school scenario was. When the Annexation Agreement was first done, it was for 75 acres. We have an agreement with the St. Lucie County School Board that indicates that we have to give them a 45-acre high school site and a 30-acre K-8 site. It was an acreage allocation that was given up front, and then we met with the St. Lucie County School Board, and figured out how many schools were needed. Now we are specifically showing those instead of the 75 acres." Secretary Blazak asked, "Where do you specifically show that acreage?" Mr. Ryals replied, "It is referred to in the St. Lucie County School Board Agreement." Secretary Blazak said, "The School Board specifies the acreage, but I don't see it specified anywhere on the map where you have located it. You have stricken it, and are proposing to take it

out. Where would it be on Map H?" Mr. Ryals responded, "In the agreement with the School Board, we have the locations. Because the regional park moved with the amendment to the Annexation Agreement, I met with Mr. Sanders who indicated that they have always wanted to have the high school by the park. They are fine with moving it. The Comp Plan shows all three of the ingredients: a civic center, a regional park, and a high school in that area. The K-8 was always in a general location, and hasn't changed in the School Board Agreement. Before we had an agreement, they were generic. Now we have a precise agreement with the School Board, and have changed the language to say, 'As per the agreement with the St. Lucie County School Board,' so we don't have any contradiction." Secretary Blazak questioned, "Mr. Sanders, do you have a copy of that agreement?" Mr. Sanders answered, "I do, and it is a recorded agreement. The agreement spells out all of the terms, and parrots those special conditions in the original Development Order that spells out when they will dedicate the school sites. We also included a 10-acre stadium site and want to collocate that with the park site." Secretary Blazak asked, "Was there an agreement in reference to the university that was in the original Annexation Agreement?" Mr. Ryals replied, "For Southern Grove there was, but not in ours."

The Senior Assistant City Attorney said, "The City received a copy of that interlocal agreement referenced between the St. Lucie County School Board and GL Homes. We are okay with it, as it satisfies the original provisions in the Annexation Agreement. We did not bring down the Annexation Agreement in the amendments thereto to answer your specific question earlier."

Chair Parks opened the Public Hearing.

KENNETH BEDNAR, Fowler, White & Boggs, P.A., and **SHAUN MACKENZIE**, MacKenzie Engineering & Planning, Inc., representing Wilson Grove said, "I have Shaun MacKenzie with me who is a traffic expert. We believe that this was an important. . . ." Chair Parks interjected, "May you tell us who you represent." Mr. Bednar said, "We represent the Wilson Grove Development of Regional Impact owner, which is adjacent to the applicant." Chair Parks stated, "That is very important in who you are and who you represent, not just what firm you come from." Mr. Bednar said, "We are here to address the proposal on the proposed Development Order change, which has been requested. It is very important to know that the change will alter the obligations of roadway building for this applicant, especially for the building of the first two lanes of Becker Road across the bottom south edge of the property. We believe it is in direct conflict with the Annexation Agreement, which originally annexed this property

to the City. It is also in direct contradiction with the signed agreement, which all three of the DRI developers signed and agreed to. The proposal that they have has more than 50 different conditions, and we are here to address two of those. The first is that we wish that they would comply with the Annexation Agreement. We are not here to oppose the entire application, but we are here because we have concerns. The requirement imposed by the original Annexation Agreement requiring this applicant to build the southern portion of two lanes across its property of Becker Road and the Development Order creates a conflict with the responsibilities that this applicant would have under that Annexation Agreement. Specifically, when they joined the City, they were required to build two lanes of that road, which conflicts with that, because it would potentially relieve them of the obligation to do so."

Mr. Bednar continued, "In March of 2011, there was an application submitted, and within weeks DOT sent a request in a letter. The City sent a request, Treasure Coast Regional Planning Council sent a request, as did the DCA, and my client who were all asking for a traffic study. Everyone requested a traffic study to support the changes that they are requesting in this application. This was the same request that was made of my client and of Southern Grove when they requested the same change that is being asked for. We suggest that Tables One and Two, which Mr. MacKenzie who is a licensed traffic engineering expert is going to get into, have some recommended changes. It will bring them into compliance, and match the WATS. Therefore, they wouldn't need a traffic study, because that was what was relied upon originally when the annexation and the Development Orders were entered. If you wish to approve what they have for your consideration today, we would ask that they submit a traffic study. It has been over a year later, and there has not been one meaningful response given to any of the various agencies, including the City, that addresses the request for a traffic study. I don't know why they haven't done so, but I can surmise that it is because they don't know if it will support their application. We are simply asking them to be required to do what we did, and what Southern Grove did. The proposal will permit the developer to build, and to backload their building of four-lane roads and of other roads until they have built 10,000 units on the property. It is a massive traffic jam waiting to happen, which means the telephones will begin to ring in this building. It is a huge problem. They are going to indicate that they will monitor it, and when they are allowed to go forward with building, they will build the roads. As Mr. Mackenzie will tell you in his expert opinion, a two-year time frame is not sufficient. The developer has the responsibility to build the road under the Annexation Agreement. A year ago in January at

this podium, Mr. Portnoy from GL Homes admitted that they had the obligation to build that road."

Mr. MacKenzie said, "This developer is doing something different than Wilson Grove and Southern Grove did. There is going to be a severe problem with congestion on the City's roads. This applicant's proposal is very different and inconsistent with the City's Comprehensive Plan and the City's Code. They haven't submitted a traffic study, and they never adequately responded to any of the agencies. They are proposing that they can build 10,000 homes on a two-lane road. Port St. Lucie Boulevard during its busiest time has 4,000 cars on a six-lane road, and that road is not operating so well. They want to be able to do two and a half times that amount on a two-lane road. They are going to have a lot of congestion in their first phase. In their second phase, there are the same roads with a lot more congestion and problems. The developer will probably indicate not to worry, they can't build all of those homes without building more roads. I would have them show you the roads. The developer might also claim, don't worry we are going to monitor the roads and look at them to protect the City. How long will it take for them to agree on how they are going to study the roads? Then they are going to do the study, and how long will it take for the developer to agree with the City on the results of that study? Then they have two more years to build a road, so that will be two years or more that they can continue to pull building permits, put more traffic on the roads, and cause more problems. This developer is so deficient, and that is going to cause problems in the City for years to come. The developer was asked to submit a traffic study by the Treasure Coast Regional Planning Council, the Department of Transportation, the State in Tallahassee, the City of Port St. Lucie, and Wilson Grove, and they never responded to any of them. It has been over a year, and no one has seen a traffic study."

Mr. MacKenzie continued, "In April of last year, the Treasure Coast Regional Planning Council couldn't evaluate the impacts without a traffic study. The Department of Community Affairs also asked for a traffic study. The City of Port St. Lucie said that they needed to do a traffic study, or follow the traffic study that has already been done. It was indicated that Wilson Grove needed to follow the traffic study that has been done. As recent as January of this year, the Treasure Coast Regional Planning Council said they needed to submit a traffic study. Without a traffic study, they won't know what kind of impacts they are going to have on the regional roads. Why doesn't the developer follow the Annexation Agreement, and do what they were asked to do to become a part of this City? Also, it is my professional opinion that they need to either comply with the

studies that have been done, or submit a traffic study and justify all of the changes that they are proposing. Their neighbors to the east and west have done everything by the process and by the book. They are not being consistent with the traffic studies that have been done, with the Annexation Agreement, and with the City Code. We are talking about over 6 square miles of land. It can be fixed by making this developer follow the agreement that they signed on board to be a part of this City." Mr. Bednar said, "Mr. Mackenzie has given you his expert opinion to support the changes that we have requested. We think the traffic study is very important, because it represents a huge portion of the City. It has been annexed, and we think that they, just like my client, should be held to their promise, to their signature, and to the agreement that they entered into."

Mr. Ryals said, "It is unfortunate that after all of this time, that at the last minute all of this confusion comes before you. I think there are a fair number of misrepresentations that have been made. While Wilson Grove did some traffic studies, they weren't utilized at the end of the day. The City insisted that we use the original WATS that we all spent two years preparing. There is a traffic study, and it is the basis for the allocation. It is what Ms. Chesser used to determine the percentage impact that we each had. To say that there is no traffic study is absolutely false. The City has required all of the developers to follow the WATS. There are some comments that they have made on the WATS about the timing of the roads. At first, Ms. Chesser said follow it, and we did. The City Manager indicated that some adjustments needed to be made to accommodate Southern Grove as it fits with ours. There were two roads that were delayed a phasing on. Southern Grove also delayed some phasing on a couple of roads. It was at the request of the City Manager, and we said fine. It gave us a little bit of flexibility. It is Phases Three and Four that have changed. Wilson Grove, just like in our agreement, does not have to build roads until two years after they are needed, which is the same comment they just made. The agreement indicates that when you build a road, you have to contract it to build, and you have up to two years to build it. From day one, that is how the agreement worked. It is amazing that what they are suggesting is exactly what they got in their agreement. The real issue that they are arguing about is who pays for the first two lanes of Becker Road. Yes, Larry Portnoy from our company said that we agreed to the Annexation Agreement to pay for the first two lanes. We are still willing to do that, but if we pay for the first two lanes, then we need to be relieved of another link somewhere like the four lanes of Becker, because we would be building more than our share based on the allocation that the

City has set forth. Wilson Grove wanted to build the first two lanes, and insisted on it in their NOPC, because they want to make sure that they have access to their property. We understand that, so we are in a position where we are relying on them to build the first two lanes of Becker Road. We accepted it because the City Council voted in favor of it. That is the way that it reads, and we pointed out to the City Council that there was a conflict in the language. After the City staff indicated that they didn't agree with what Wilson Grove had proposed, they were supposed to come back with an amendment. They withdrew their amendment, because they don't agree with the City staff about what their allocation is. It is all about what your allocation is, and we received ours. If we need to pay for the first two lanes, we will. Wilson Grove can pay for the four lanes, as it is just a trade. They wanted the first two lanes, and they got the first two lanes. You can't start changing our allocation without changing theirs. If you are going to change it, you have to change both, because we each have been allocated our fair percentage of roads based on Ms. Chesser's calculations that is based on the Western Annexation Traffic Study or WATS. The City has asked that we look at the agreement to see if there is any trading that people want to do, and we are willing to discuss it."

There being no further comments, Chair Parks closed the Public Hearing.

Secretary Blazak inquired, "Why did we not respond to DOT with the traffic study that was over a year ago?" Ms. Chesser responded, "The traffic study with the three developments had to do with timing. When Wilson Grove came in, it was prior to us initiating the lane mile distribution that the Engineering Department created. After that, we created a lane mile distribution in anticipation of the other developers coming forward. We determined the portion of each developer's responsibility based on the number of trips, and applied it to the lane miles that were in the development to come up with a distribution of the roads. It worked out quite well, because each developer was going to build the roads that were within or along the border of their properties." Secretary Blazak clarified, "It was a timing issue." Ms. Chesser advised, "We distributed it, and then Southern Grove and Riverland/Kennedy came in. At that point, Riverland/Kennedy wasn't asking for any additional entitlements, so we went forward with the lane mile distribution."

Mr. Holbrook said, "I would agree. This is a process that we have been going through for almost a decade starting with the Annexation Agreement. The agreement was approved, and then the

City wanted a traffic study for the southwest area. We discussed it with the Treasure Coast Regional Planning Council and all of the other parties for over a year and a half. There was a set of conditions that were created for the developments in the southwest area. Those conditions were distributed on each of the development's DO's. After those were approved, there was a need to distribute the Development Order conditions to each developer. There was an agreement with the private parties, as they approached the City through numerous agreements. In December of 2010, we met with all of the developers and it was Ansca's application that spurred the need to get everyone together again. Ms. Chesser prepared the lane mile distribution, as the City wants the network built. Phasing is key, but one of the things that I think is important to note is that you have three different DRI's with three different property owners, and in the future we might have a lot more property owners, and some of it may not be built. There are a lot of moving parts, and looking at the big picture, we are all in agreement. When we start getting down to the level of details, that is when there are disagreements, and today's discussions reflect that."

Secretary Blazak inquired, "If at some point one of these gets split, would we have to go back and work with the two land owners? We have multiple projects with different Development Orders, but we have a Master Annexation Agreement that laid everything out as to how and when this was going to happen. There have been multiple amendments, but when does that catch up to this so that we are not in the middle. Everybody has their new piece, and we have been offered a solution. Do we have to sit down with everyone again, and get the Annexation Agreement and all of the Development Orders, so that we are assured that we get the road network, even if there are multiple land owners or developers in the future?" The Senior Assistant City Attorney said, "We do anticipate coming back with further amendments to the Annexation Agreement. There were comments made earlier by the attorney for Wilson Grove about the Annexation Agreement. Going back to one of the Council meetings a year and a half ago, City staff requested Wilson's application be tabled, because there were discrepancies between the Annexation Agreement and what they were requesting, and the land allocation and how that would be handled. The item was approved by the Council and went forward, and we did not get the additional time that we requested to resolve those issues. They continue to be an issue today. We have had ongoing conversations with all three parties to try to resolve the issue and come up with a 'divorce.' It has been very unpleasant to work through this process, and come up with something that works for everyone. It is disingenuous to make the statement that all of the parties are in agreement with the Annexation Agreement. They are not. There is a condition in

the Annexation Agreement that all of the parties were to pay for Becker Road upon the request from the City. The City has not made that request, because it would require all of them to expend huge sums of money right now for a road that is not needed. It has been extended to them if they would like, we will write that letter to ask for the money, and they will be obligated to pay it. No one has been willing to do that. The City is not unreasonable, as we are developer-friendly and want these projects to move forward, and be successful. There has been no need to take that course of action. It is also in the Annexation Agreement that as long as they are in default, which technically they all are, none of their applications can move forward or can be considered. We have also not taken that position. Wilson was in default when they moved forward a year and a half ago. The City did not take that position with them, and to come and ask anything else of the other applicants is not okay. We also moved forward with Southern Grove on the same basis. We want all of these developers to be successful, because we are looking at the City's future. It is important for them to go forward, but there are some inconsistencies and issues we plan on resolving in the future. All of these projects will continue to change as they move forward, so there will be additional requests from all of them. The issue has been Becker Road, and our issue from the beginning with Wilson was who would build it. It was so that they could have access, and would not be landlocked to develop their property. The discussion subsequent with their other counsel who is not present today has been that it was not their understanding or intent. Mr. Orr raised questions in front of the Council about double-dipping and payment for that road. This issue still continues today, but staff is happy with the allocation that you have before you on this land. Mr. Ryals' comment was if you change out Becker Road, it does not make the distribution work anymore, and when you change one piece of the puzzle, you have to change it for all three parties. Staff has found what has been presented today acceptable."

Mr. Martin said, "Mr. Holbrook, I look to you for direction, as these are such complex matters. Last month we saw some modification to Southern Grove where Chair Parks had a concern about the higher intensity uses. There was a substantial increase in density, therefore logically, traffic. If this new traffic study is ordered and required by all three parties, would that resolve the issues of who is to pay for what and when?" Mr. Holbrook responded, "Issues have been raised for needing a traffic study for this application. If we had just a traffic study for this application, GL Homes would be required to pay for it. Regarding the entire southwest, we already have one, and that is the WATS. It is the original transportation

study that was prepared. Obviously, things have changed and that is where WATS2 came about as part of Southern Groves Substantial Deviation Application, which was before the Board last month. I would deal with just this DRI. If it is your comment that you would like to see a traffic study prepared for all of them, you are more than welcome to state that. If you are looking for one for this, we can go forward with that as well." Mr. Martin clarified, "There was one traffic study done by one party of the three that was done years ago." Mr. Holbrook replied, "Yes. That was the original one, which is the Western Annexation Transportation Study." Mr. Martin asked, "Is it required for all three parties?" Mr. Holbrook replied, "Not for each one, but collectively." Mr. Martin stated, "If different developers come before the City to ask for an increase in density, it will obviously increase the amount of traffic flow. Is that correct?" Mr. Holbrook advised, "The studies wouldn't say that." Mr. Martin questioned, "A traffic study wouldn't have anything to do with the increase of density?" Mr. Holbrook answered, "Depending on who is preparing the study, you may get different results. That is part of where you start negotiating and figuring out the perimeters, which is what we did in the WATS. That is why it took so long. There was a lot of negotiating going back and forth with not just the City, but also with other jurisdictions and multiple property owners. That is where things got complicated. Now we are dealing with a property owner who just wants a set of conditions for their property. How does that impact the properties to the west? There has been a lot for you to digest prior to coming to the meeting, and at the meeting. If you have concerns, one of the options that you have is to exercise tabling. If you feel comfortable with what you have heard, and are prepared to go forward with a motion to recommend approval, approval with conditions, or denial, you can do that as well."

Mr. Sanders said, "I appreciate the efforts that the City took since it has been almost a decade ago. There was a comprehensive approach, and we are comfortable that we have an agreement in place with Riverland/Kennedy that solidifies the school site for this project. I have no concerns in that arena, as they are not changing any densities, so nothing would change on the school needs. I have the same concerns about the hurricane shelters that we had with Southern Grove. There is a variety of issues, and we may not see a school there to provide hurricane shelter space in this development for a long time, as they may be looking at age restricted housing that would not generate students. We are looking at at least two charter schools in that area, which are not required to build hurricane shelter spaces. It is only the traditional public schools that are held with that responsibility. There may need to be a different approach

to hurricane shelter space in the Western Annexation Area, and making the public schools build shelters, or making the developer build shelters may not be the right approach. A meeting to discuss the approach with the entity charged with meeting the hurricane shelter requirements from the county, the Emergency Operation Center, the developers, and the School District would be appropriate. I'd ask that you not delete that Special Condition Number 54 if you do move forward."

Mr. Garrett inquired, "Is there language to protect the timing, or would the Master Annexation Agreement protect the timing issues for roadway improvements?" Mr. Holbrook responded, "They are actually looking at shifting it to trips. If the trips are warranted, then the roads would have to be built. That was the general direction that went with the general DRI's recently." Mr. Garrett asked, "If one party is developing a portion of the road and another portion is not done that would connect them to I-95 let say, how is that handled?" Ms. Chesser responded, "The current DO's are separated by the road development requirements. We have one that is called Access Roads, and that is going to provide a way for the developer to get there so that if no one else was out there, they would be able to get to their development. It is a consideration that we took when we made the allocation." Mr. Garrett asked, "Is the NOPC for Riverland/Kennedy consistent with the WATS?" Ms. Chesser replied "There are some deviations in terms of the phasing and roadway improvements. There was a team of people who reviewed the NOPC, which included the Planning and Zoning Department, the Engineering Department, the City Manager's Office, and the Legal Department. There were certain roads that were switched in terms of phasing for constructions requirements, and rather than Phase 2, it was pushed back to Phase 3. There was a comfort to the team in reviewing it in that there are two monitoring conditions within the NOPC. This is within all of the NOPC's that require the developer to review or monitor any of the roads. If traffic does not warrant it, then the road building could be delayed. The second condition is for the benefit of the City that if the City wants, we can ask the developers to monitor any of the roads that they are required to build. If it warrants it, they would be required to speed that up. With that in the Development Orders, the team felt comfortable redistributing the phasing to some degree."

Secretary Blazak said, "I have several concerns. Maybe we don't need another traffic study, but I certainly think we need to sit down with DOT, as they are a huge partner with the City. They voiced their concern a year and a half ago, and continue to. They agreed with what our Engineering Department did and that is fine, but they are the ones that need to indicate that they do

not need a traffic study. I don't want the City to be at odds with DOT with everything that we have going on as it grows in the future. I don't want them to say what we did caused a problem, so it would be ours to pay for. Also, I have a concern with the hurricane shelters. We are going to need to have shelters, but that is negotiable. Depending on the product, we can't just strike it. I'm very uncomfortable striking it. I'm also very uncomfortable with removing acreage of development and phasing it, and using an exhibit map to depict the area that we are going to build home in. I think it needs some work. Also, the wetlands, for someone to say that the Army Corp wants you take them offsite, and we somewhat agreed to that, but we also agreed to guidelines of the City in Number 3. I think this needs some work, and I'm not willing to support it today."

Mr. Martin said, "If the three different developers have tweaked their projects in the Annexation Agreement, then it seems justified that we go back and do a traffic study and freeze whatever tweaks are done to these three separate projects." Mr. Ojito stated, "Even though they are separate entities, they have to reach some kind of agreement that complies with the other two parties, the City, DOT, and make sure that there is a consensus, and present it to us that way. It is a problem when there is one developer that has concerns about being restricted from their own use because of the roadway. They need to come forward with a proposition that makes everyone happy, and I don't see that today."

Secretary Blazak **moved** to table P11-026, Riverland/Kennedy DRI/NOPC, 2nd Amendment to the Development Order. Mr. Ojito **seconded** the motion, which **passed unanimously** by roll call vote. Mr. Strickland said, "When this does come back to us I will be abstaining from the vote due to my current employer and our feelings regarding the need for hurricane shelters or lack thereof."

A recess was called at 4:00 p.m., and the meeting resumed at 4:20 p.m.

D. P12-024 TESORO PRESERVE PLAT NO. 5 – STREET NAME CHANGE

Ms. Kuruvilla said, "The applicant is Joseph C. Visconti, who is the manager and a member of Tesoro Preserve. The property is located north of Westmoreland Boulevard, Tesoro Preserve PUD, Plat No. 5. The request is to change the street name of Via Tagliamento to Via Visconti. Notices of the name change request were sent to all of the property owners about the subject street. Various departments and agencies that may be affected were notified and they are: Utility Systems, Engineering,

Building, Legal, and the Police Department. The outside agencies are the 911 Center, the St. Lucie County Appraiser's Office, the Post Office, the St. Lucie County Fire District, the Sheriff's Department, and Waste Management. All the affected agencies will be notified of this name change upon approval by City Council. Tentative dates for review by City Council are April 23, 2012, and May 14, 2012. The Planning and Zoning Department staff recommends approval of the new name Via Visconti." Chair Parks inquired, "If we approve this, who will pay for the new signs?" Ms. Kuruvilla responded, "The applicant."

JOSEPH C. VISCONTI, applicant, said, "I took the property over about two years ago, and I'm a resident in the Tesoro Preserve. We have been working hard to turn it around, as we built a club house, a pool, and tennis courts. We are about 98% done with the amenities. We acquired the lots, which were known to be Via Tagliamento, in a neat little area. Everyone referred to it as the donut hole. The lots are very thin, and I don't think the demographics for what was originally planned for Tesoro Preserve fit this area. We have been working with some architects, and have come up with a California modern home style. We are also working to change the PUD. We are working with Culpepper & Terpening, Inc., to rearrange the PUD and get approval to do different setbacks. It is going to be an interesting little community, with its own entrance and brand away from Tesoro Preserve. There have been some marketing challenges to say the least with that community. There have been over 254 foreclosures out of 440 lots. We want to separate this area from Tesoro Preserve. It will have its own architectural style, its own name, and entrance. It will be part of the POA, and we will share the amenities. The name change would be Via Visconti, and the name of the community will be Villa Visconti. Visconti has a historical meaning, as it was a ruling family in Italy back in the 1500's. They were the donors to Leonardo Da Vinci who painted the Sistine Chapel. The name is a little easier to pronounce than Via Tagliamento. It is going to be a great community that I'm looking forward to."

Chair Parks opened the Public Hearing. There being no comments, Chair Parks closed the Public Hearing. Mr. Garrett **moved** to approve P12-024, Tesoro Preserve Plat No. 5, Street Name Change. Secretary Blazak **seconded** the motion, which **passed unanimously** by roll call vote.

E. P12-026 AZZI PLUS - REZONE

Ms. Kuruvilla said, "The applicant is David L. Philips, P.E. of Sustainable Engineering & Design, LLC. The owner is Azzi Plus, LLC. The property is located west of SW Port St. Lucie Boulevard, and north and east of SW Yamada Drive. The legal

description is Lots 1, 2, 25, and 26, Block 2283, Port St. Lucie Section 33. The project size is 1.06 acres. The existing zoning use is RS-2, Single-Family Residential Zoning. It is vacant at this time. The surrounding properties are in Conversion Areas 11-11A. The requested zoning is CG, General Commercial Zoning. The future land use is also CG, General Commercial Zoning. The request is for a change in zoning from RS-2, Single-Family Residential, to CG, General Commercial Zoning. The Tree Preservation Plan and mitigation fee are required before clearing the property. It has to be addressed by the applicant during the Site Plan application process. All of the properties are combined by a Unity of Title, and are under one ownership. The Planning and Zoning Department staff finds the rezoning request to be consistent with the direction and intent of the Future Land Use Map and policies of the City's Comprehensive Plan, and recommends approval."

DAWN HILTON, P.E., Sustainable Engineering and Design, LLC., representing the applicant, said, "I have Pierre Azzi, the owner of the property with me today. Staff has outlined the request for going from Single-Family to General Commercial. It is in the Conversion Zone Area consistent with the intended use. We are here to answer any questions that you may have." Secretary Blazak asked, "Do you have any plans for it, or are you just rezoning it?" Mr. Azzi replied, "I'm in the process of preparing the plans." Mr. Battle inquired, "Can you tell us what you plan on putting there?" Mr. Azzi responded, "A retail plaza with a convenience store that will be one level." Chair Parks stated, "I have been to the site, and I commend you for putting together a nice corner four-pack of lots. I have a problem with the traffic. It is on Port St. Lucie Boulevard, and as you leave that property, there are multi-lanes. The cross street that leaves the property is called Yamada Drive, which has a southbound right turn only. The egress and ingress of the property could be compromised, as we have a charter school in that community." Mr. Azzi said, "The City has a plan for Port St. Lucie Boulevard that is eventually going to rectify that." Ms. Hilton advised, "At this time the Site Plan is under review by the Engineering Department. I'm sure it will be one of the comments that will be brought up at the Site Plan Review Committee meeting." Mr. Holbrook explained, "Typically, off site improvements are discussed and required at the Site Plan application process. When it is submitted, that will be one of the concerns that will be raised. There are plans for Port St. Lucie Boulevard to be widened. We have raised that concern in a past PUD for the Becker Square Annexation, which is to the south. There is an access plan for both Port St. Lucie Boulevard, as well as Becker Road."

Chair Parks opened the Public Hearing. There being no comments, Chair Parks closed the Public Hearing. Secretary Blazak **moved** to approve P12-026, Azzi Plus, Rezone. Mr. Garrett **seconded** the motion, which **passed** by roll call vote with Secretary Blazak, Mr. Martin, Mr. Ojito, Mr. Battle, and Mr. Garrett voting in favor, and Chair Parks and Mr. Strickland voting against.

F. P12-027 CITY OF PORT ST. LUCIE, CHAPTER 155 SIGN CODE – POLITICAL SIGNS – ZONING TEXT AMENDMENT

Ms. Huntress said, "On February 27, 2012, City Staff discussed the political sign section of the Sign Code with representatives from the City Manager's Office, the Legal Department, the Building Department, and the Planning and Zoning Department. The City of Port St. Lucie is proposing to amend Section 155.07(A), Political Signs of the Sign Code of the City of Port St. Lucie Land Development Regulations. The purpose of this amendment is to regulate the number of political signs per lot or parcel of land. The amendment is proposing to add the following language under Section 155.07(3)(b), 'The maximum number of political signs per lot or parcel of land shall be one (1) political sign per candidate or issue per street frontage of the subject lot or parcel of land.'"

Ms. Huntress continued, "The Planning and Zoning Department Staff finds the request to be consistent with the direction and intent of the City's policies of the Comprehensive Plan, and recommends approval." Secretary Blazak inquired, "Is it one sign per lot?" Ms. Huntress responded, "One sign per candidate or issue per lot." Secretary Blazak clarified, "As long as it is singular of each. If you are on a corner you can have one per frontage." Mr. Holbrook replied in the affirmative and advised, "It is per street frontage." Secretary Blazak asked, "What if there is a corner lot with the same street name on both sides?" Mr. Holbrook replied, "It would be on a case by case basis." Mr. Strickland said, "I assume Code Enforcement will make sure everyone is in compliance. Are there fines associated with non-compliance?" Mr. Holbrook explained, "They have an existing process where they will cite a person, and if they don't comply, then they go through a Code Enforcement case." Mr. Strickland questioned, "Do we feel we have the personnel to dedicate to this?" Mr. Holbrook answered, "We have a division of the Building Department that will address it. We are trying to get this approved by this Board and the City Council, so that there are no concerns about how many signs a person can have when election time begins. The Chamber and the business community are requesting a little more uniformity on political signs across the county, and this is in response to them." Secretary Blazak asked, "Does this apply to the polling locations as well?" Mr.

Holbrook replied, "It is per parcel." Mr. Garrett said, "The new language specifies quantity, but are you comfortable with the language relative to location. Someone could interpret it to say that they are entitled if they have two street frontages to place both signs on one frontage. I don't know if we need to add some language to clarify that. The intent is not to have all of their allowable signs on one frontage." Mr. Holbrook said, "We are comfortable with the existing language." Secretary Blazak questioned, "Does it apply to the people that are holding signs?" Mr. Holbrook replied in the negative.

Secretary Blazak **moved** to approve P12-027, City of Port St. Lucie Chapter 155 Sign Code, Political Sign Zoning Text Amendment. Mr. Battle **seconded** the motion, which **passed unanimously** by roll call vote.

8. DISCUSSION ITEMS/NEW BUSINESS

A. DETERMINATION OF EXCUSED ABSENCE

Chair Parks advised that there were no absences.

B. ELECTION OF BOARD OFFICERS

Chair Parks said, "Due to my term limit expiring in April of 2014, it is now right and proper that I extend the Chair position to someone else who will take the reins for the year that I will sit as a member of the Board."

Mr. Garrett **moved** to nominate Secretary Blazak as Chair of the Planning and Zoning Board. Mr. Strickland **seconded** the motion, which **passed unanimously** by roll call vote. Mr. Martin **moved** to nominate himself as Vice Chair of the Planning and Zoning Board. Mr. Ojito **seconded** the motion, which **passed unanimously** by roll call vote. Secretary Blazak **moved** to nominate Mr. Ojito as Secretary of the Planning and Zoning Board. Mr. Battle **seconded** the motion, which **passed unanimously** by roll call vote.

Secretary Blazak said, "Chair Parks, thank you for your diligence the last year. You have done a great job." Chair Parks stated, "I want to thank the City of Port St. Lucie for the opportunity to have served. This has been the most informative experience, and I graciously appreciate it. The Planning and Zoning staff, the Legal staff, and the ladies from the City Clerk's Office were exemplary to work with. I cannot tell you how knowledgeable, kind, and diligent each of those departments were. Thank you everyone."

9. OLD BUSINESS

A. SITE PLAN REVIEW COMMITTEE POSITION

Mr. Holbrook said, "We have a Site Plan Review Committee Board member that sits on this Board. Mr. Martin has been very kind to participate for the past year. I want to confirm that he is going to continue on the committee, or should there be another appointment to the committee." Mr. Martin stated, "I'd like to serve another year, but after that, I'd be glad to let someone else assume the position."

B. COMPREHENSIVE PLAN UPDATE FOR EAR BASED AMENDMENTS

Mr. Holbrook said, "The first Public Hearing for the Comprehensive Plan Update for the EAR based amendments will be next Wednesday, April 11, 2012. The Comprehensive Plan in its entirety is on the City's website, as well as in past presentations for anyone who wants to review it. They can also come into our office to look at that information."

C. PLANNING AND ZONING BOARD VACANCY

Mr. Holbrook said, "We have nine applications for the May Planning and Zoning Board that have been submitted to the City. We will forward those to you for your consideration next month."

D. LAND DEVELOPMENT IN THE CITY

Mr. Holbrook said, "Anyone who is interested in the process of how to get through land development in the City, whether you are in the business or just interested in the business, on April 20, 2012, we will have process training, which is free. Feel free to come, listen, and learn if you want to, and also ask questions. If you are interested, give the Planning and Zoning Department a call at (772) 871-5213, and we will put you on the list, as space is limited."

10. ADJOURN

There being no further business, the meeting adjourned at 4:55 p.m.

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Susan E. Parks, Chair

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April C. Stoncius, Deputy City Clerk