

M I N U T E S
ORMOND BEACH PLANNING BOARD
Regular Meeting

June 12, 2014

7:00 PM

City Commission Chambers
22 South Beach Street
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY, SUCH AS A VISION, HEARING OR SPEECH IMPAIRMENT, OR PERSONS NEEDING OTHER TYPES OF ASSISTANCE, AND WHO WISH TO ATTEND CITY COMMISSION MEETINGS OR ANY OTHER BOARD OR COMMITTEE MEETING MAY CONTACT THE CITY CLERK IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present

Doug Thomas, Chair
Harold Briley, Vice Chair
Rita Press
Al Jorczak
Lewis Heaster (absent)
Doug Wigley (absent)
Pat Behnke (absent)

Staff Present

Ric Goss, AICP, Planning Director
Becky Weedo, AICP, Senior Planner
Randy Hayes, City Attorney
Melanie Nagel, Recording Technician

II. INVOCATION

Harold Briley led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 10:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 10:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. MINUTES

May 8, 2014

Mr. Briley moved to approve the May 8, 2014 Minutes. Mr. Jorczak seconded the motion. Vote was called, and the motion unanimously approved (4-0).

VI. PLANNING DIRECTOR'S REPORT

None.

VII. PUBLIC HEARINGS

A. **LUPA 14-079: 815, 855, 915 and 935 Ocean Shore Boulevard Condominium Associations, Small Scale Comprehensive Plan Amendment**

B. **RZ 14-080: 815, 855, 915 and 935 Ocean Shore Boulevard Condominium Associations, Amendment to Official Zoning Map**

Ms. Weedo noted that an email was received, stating they would like to continue these items again. Mr. Hayes stated that due to a scheduling conflict in July, 60 days would be more appropriate. One motion can be done for both items.

Mr. Briley moved to continue LUPA 14-079 and RZ 14-080 to the August 14, 2014 Planning Board meeting. Mr. Jorczak seconded the motion. The motion carried unanimously (4-0).

C. **Case #14-086: Interlocal Service Boundary Agreement between the City of Ormond Beach and Volusia County for unincorporated lands located within the Municipal Service District located on US 1 North from approximately 600 feet east and west from Airport Road to 1901 US 1 North**

Mr. Goss stated this is an Interlocal Agreement covering an area from Airport Road to 1901 US 1 North. The agreement is between Volusia County Council and the City of Ormond Beach with regards to a municipal service district. Planning staff has been working on this agreement since 2010. It only applies to commercial properties within 600 feet of US 1, and follows the same boundary as the sewer and water agreement from 1991. It gives the City full land use and regulatory authority over all land unincorporated along the US 1 corridor.

The agreement also permits the City to do a land use plan amendment prior to annexation of properties. A land use plan map will be done for all of the properties in unincorporated Volusia County. This should take about 4-6 months to complete, and when properties are annexed, land use won't have to be done, since it will already be approved by both the VGMC and DEO. It requires all parcels, if they want sewer and water, to annex. The agreement authorizes the City to have sole and complete jurisdiction over Itinerant Vendor licensing. It also establishes an alternative dispute resolution process.

Mr. Goss explained the Itinerant Vendor Criteria, even though it's not part of the agreement. The criteria establishes definitions governing the administration of Itinerant Vendors; distinguishes between category of use; provides a rationale for proposed categorization of use; establishes a five year amortization on lands that are classified as High Impact Use on Vacant or Unimproved Lands; details specific provisions for which a Master Vendor and Itinerant Vendor permit will be issued; permits will be administratively approved both for unincorporated and City lands for consistency and fairness; provides provision for which an Outdoor Entertainment Activity permit will be issued; and Outdoor Entertainment Activity permits will be administratively approved for both city and unincorporated lands for consistency and fairness purposes.

Mr. Goss explained that there are a number of things that need to begin as subsequent actions. Once the agreement is executed, the City will meet with Volusia County to discuss the proposed land uses, along with the zoning. Text amendments to the Inter-government Coordination Element need to be done to ensure this agreement is included.

Mr. Jorczak questioned how many properties were involved. Mr. Goss stated there are about 30-35 properties that are unincorporated that are within the 600 feet boundaries. Mr. Jorczak then asked if any non-conforming buildings will be brought in. Mr. Goss replied that there are probably some uses where a PBD would need to be done.

Ms. Press asked where the service boundaries were at from north to south. Mr. Goss explained the boundaries were from Airport Road to 1901 North US 1. Mr. Thomas stated that it goes up past Destination Daytona, and will give the City a lot of control over its own destiny. Mr. Goss stated that the idea is to ensure that what gets developed on US 1 is compatible with what we've always articulated our vision to be for US 1.

Ms. Press asked how this would help the eyesore when you come off I-95. Mr. Goss stated that the agreement isn't designed to eliminate these businesses. The agreement is to ensure that as it gets developed, it is developed to the City's standards for what is allowed in the zoning districts. The idea of the agreement is to ensure that all new development, and all existing development that might go through redevelopment, comply with our standards.

Ms. Press wanted to clarify information from a meeting with the City Manager that the DOT was giving \$500,000 for the median landscaping, and where that was taking place. Mr. Goss believes DOT provided the city a landscaping grant for their road, and it may be from Hull Road north to I-95.

Mr. Jorczak asked about the area around WyoTech, and someday would that be an area for the City to develop, all the way up to the county line. Mr. Goss stated that the only way the city can grow is to the north, and if someone outside the 600 feet wants sewer and water, we still have to annex them in. There are provisions in the agreement that allow both parties to evaluate what they did, how it's going, it can be discontinued by the parties, or it can be amended to include other areas. Mr. Jorczak feels that if the industrial area in the Crossings gets developed between US 1 and I-95, then it is almost a natural that the access off of the I-95 interchange would be a great place for additional industrial facilities.

Mr. Goss stated that this agreement will go to City Commission on June 17 for the first reading, and then the second reading and public hearing will be July 29. There is no Commission meeting the first half of July. In summary, Staff is recommending the Board support this agreement.

Mr. Thomas questioned Mr. Hayes about this being a ten-year agreement that can be broken at any time by either party for any reason. Mr. Hayes stated that the statute allows this type of agreement to have a term not to exceed 20 years. There are requirements that the parties sit down periodically to review the effectiveness of the agreement. Theoretically either party could get out of the agreement, but it would be difficult to do given the nature of what we are dealing with. More than likely the parties will sit down and evaluate how the agreement has been administered, and improve it where it needs to be improved, and will serve the county well.

Jim Morris, on behalf of Sally Stevens and the Iron Horse Saloon, questioned if Exhibit C is up for hearing. Mr. Goss stated no, it is the ISBA and Planning Agreement, and those agreements basically state that the City has sole authority over the Itinerant Vendor. Mr. Morris stated that Exhibit C has significant impact for the Iron Horse. Looking at the Administrative Process, which is the process one goes through to get a permit, and then looking at what one can and can't do under Exhibit C raises a lot of questions.

Mr. Hayes commented that the Planning Board had been given a complete package of what has been worked on between the City and County over the last couple of years. The Itinerant Vendor will not be approved as a regulation at the time the agreement is approved. They won't become regulations until the City goes through the process of doing a comp plan, and then land use, and then the amendment to the Land Development Code. If the criteria needs to be modified to some degree, there will be some flexibility to do that.

Sally Stevens, owner of the Iron Horse saloon, stated she has been dealing with the county on all of the regulations, and they had finally gotten to a point where everything is in compliance and is workable. Ms. Stevens is now concerned about what will be different with the City. Ms. Stevens was surprised that the businesses that are being affected weren't asked to participate in any kind of workshop. The county, when applying for an outdoor entertainment permit, specified that it was for a gathering of 500 or more people. Ms. Stevens doesn't see any such wording in the criteria, so it is unclear to her.

Another concern of Ms. Stevens is that they have always had five days to set up for a special event, and the new criteria would give them three days. They also get three days to tear everything down at the end of the event, and they would now have eight hours. Volusia County allowed them to do a yearly permit listing all of their events for the year, as opposed to filling out all of the forms every time there was an event. Ms. Stevens is trying to protect the events as a whole, not just what is being done on their property.

Mr. Morris realizes there is time to work with Staff on Exhibit C, and that is what Ms. Stevens is concerned about. As far as the Interlocal Agreement, Mr. Morris thinks it is a good idea. Mr. Morris added that he also feels the annual permit vs. the event permit gives everybody, City and applicant, the opportunity to have a year-long plan for what they're going to do, in particular for police officers and sheriff's department employees, who provide the security.

Mr. Thomas asked if there were any more comments.

Ms. Peggy Farmer, North US 1 Coalition of Ormond Beach, wanted to give an update on where they are with the beautification efforts for north US 1. There are 25 businesses involved with the Coalition, and their main goal is a beautiful gateway into Ormond Beach and Volusia County. The Coalition feels the Interlocal Agreement is the first step to getting a handle on the standards in this area, and feels it is great process for providing fire, emergency, and public safety in an effective manner.

Ms. Farmer continued that the Coalition is presently working on a public/private joint venture to install nine landscape medians from I-95 to Hull Road. The Coalition has raised from the private sector \$20,000, and they would like to go to the County and ask them to match the funds. At the CIP workshop last week, \$10,000 was given to start the

process. The first median on US 1, off I-95, will be getting a “Welcome to Ormond Beach” sign. The Coalition is hoping to have the next two medians started. Next year, in the CIP’s budget, the City has put in \$100,000 to get water to the other six medians. The \$500,000 landscaping grant will kick in then. The only thing not covered in the grant is the irrigation, and that is why money is being raised to bring water to the medians.

The last thing Ms. Farmer wanted to mention was the fact the when someone uses the GPS system in their car, coming from the north and wanting to go to Ocean Center, the GPS will have people get off I-95 at US 1. This further proves the importance of having a beautiful gateway in the north end of our city and county.

Ms. Press wanted to applaud the efforts that the Coalition is doing, and the businesses that are also working on this.

Mr. Jorczak wanted to know once the agreement is signed by the City and County, at that point will the Ormond Police and Fire have jurisdiction in that area. Mr. Goss stated by mutual agreement Ormond Fire is already there. With regard to the Police, the Sheriff’s Department will still be taking care of the unincorporated area.

Mr. Briley stated that he appreciates Mr. Morris and Ms Stevens’ comments, and working together on this can only be a positive for the City.

Mr. Thomas stated that he is glad to see something happening on US 1. It has been a long time coming. He also appreciates Mr. Morris and Ms. Stevens involvement and comments, and in his opinion they have some legitimate requests.

Mr. Jorczak moved to approve Case #14-086 Interlocal Service Boundary Agreement as submitted. Ms. Press seconded the motion. Vote was called, and the motion unanimously approved (4-0).

OTHER BUSINESS

None.

VIII. MEMBER COMMENTS

Ms. Press questioned if there were any plans to put in some kind of road back to the Ormond Crossings planned development with some signs, so if someone is really interested in looking, that they actually see something there. Mr. Goss stated that a road can’t be built until there is money. The money comes from the CRA. For the CRA there have to be buildings, and the buildings won’t go there without access, so it causes a round robin, and that’s the quandary the developer is in.

Mr. Jorczak understands that there is a marketing plan, and the City will be involved with the developer, and in addition to that exploring some kind of funding mechanism for how to get the development started. Mr. Goss stated that once again it is up to the developer. There needs to be a bridge put in; the bridge is dependent on money from the CRA and that comes from development, and there needs to be infrastructure. The city was looking at putting infrastructure underneath the railroad. We thought we would get the utilities in, and the agreement with Ormond Crossings is that sewer and water would be part of the bridge. So, sewer and water can’t go on the bridge until the bridge is built, and the

bridge can't be built until there is enough money. Mr. Goss is not any part of the marketing plan, but he is sure they are looking for a way to find money to start it off. He is sure they are looking at getting grants from the state to put in part of the infrastructure.

Mr. Jorczak asked if Mr. Goss was aware of anything else going on relative to the Florida East Coast double tracking. Mr. Goss stated there is nothing going on at TPO.

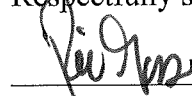
Mr. Briley asked if there was any new information on CVS going into the vacant Texaco station. Mr. Goss stated that information was sent to someone two weeks ago. Mr. Goss also had another inquiry about the site the previous day. So, there is interest in the site.

Mr. Thomas asked if there were any more questions. There were no additional questions.

IX. ADJOURNMENT

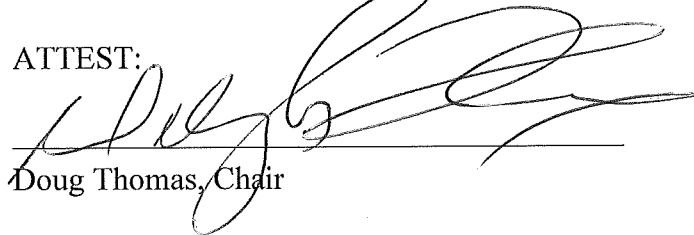
The meeting was adjourned at 8:20 p.m.

Respectfully submitted,



Ric Goss, AICP, Planning Director

ATTEST:



Doug Thomas, Chair

Minutes transcribed by Melanie Nagel.