

TRANSCRIPT OF THE MEETING OF THE
COLLIER COUNTY PLANNING COMMISSION

Naples, Florida
February 20, 2014

LET IT BE REMEMBERED, that the Collier County Planning Commission, in and for the County of Collier, having conducted business herein, met on this date at 9:00 a.m. in REGULAR SESSION in Building "F" of the Government Complex, East Naples, Florida, with the following members present:

Mark Strain, Chairman
Stan Chrzanowski
Brian Doyle
Diane Ebert
Karen Homiak
Charlette Roman
Mike Rosen (Absent)

ALSO PRESENT:

Heidi Ashton-Cicko, Assistant County Attorney
Ray Bellows, Zoning Manager
Thomas Eastman, Real Property Director, Collier County School District

CHAIRMAN STRAIN: Good morning, everyone. Welcome to the Thursday, February 20th meeting of the Collier County Planning Commission. If everybody will please rise for Pledge of Allegiance. (Pledge of Allegiance was recited in unison.)

CHAIRMAN STRAIN: Thank you.

Will the secretary please do the roll call.

COMMISSIONER EBERT: Yes. Good morning.

Mr. Eastman?

MR. EASTMAN: Here.

COMMISSIONER EBERT: Mr. Chrzanowski?

COMMISSIONER CHRZANOWSKI: Here.

COMMISSIONER EBERT: Mr. Rosen is absent.

Ms. Ebert's here.

Mr. Strain?

CHAIRMAN STRAIN: Here.

COMMISSIONER EBERT: Ms. Homiak?

COMMISSIONER HOMIAK: Here.

COMMISSIONER EBERT: Mr. Doyle?

COMMISSIONER DOYLE: Here.

COMMISSIONER EBERT: Ms. Roman?

COMMISSIONER ROMAN: Here.

CHAIRMAN STRAIN: Okay, addenda to the agenda. We have one consent and one regular item, a continuation for the Brandon PUD.

Ray, is there anything else that you know of that needs to be added?

MR. BELLOWS: I have nothing on my list.

CHAIRMAN STRAIN: Okay. Planning Commission absences. Our next meeting is March 5th. Ray, do we have some items scheduled for March 5th? Are you planning on having us meet on March 5th?

MR. BELLOWS: Let's see. We have the Dockside --

COMMISSIONER HOMIAK: March 6th.

CHAIRMAN STRAIN: March 6th, is it?

COMMISSIONER EBERT: Yeah.

CHAIRMAN STRAIN: 6th, okay.

Okay, does anybody know if they're not going to be here on March 6th?

(No response.)

CHAIRMAN STRAIN: Okay, we're good to go.

The other item I want to talk about is the project X, secretly known as Wal-Mart, in Immokalee. That particular project has now been scheduled for our meeting, subject to this board's okay, on April 29th. Staff originally -- that's a Tuesday -- originally had it start at 6:00 p.m. I asked that we move it to 5:00 because the room that we're going to be using I believe is the high school auditorium or some area like that. It's got to be fairly large. The last meeting out there had 400 people, nearly, attend this issue.

We have to be out by 9:00. And we're trying to locate translators for two dialects in addition to English. Should that happen, which it did for the neighborhood information meeting, it probably will for ours, it will greatly extend the time frame of everything that's done at that meeting.

So we will start at 5:00 unless this board has an objection to it. And we'll go until 9:00. I'll make an announcement to the people that are there that we simply have to stop public input by around 8:30 and conclude by 9:00.

Is that consistent, Ray, with what you've got planned?

MR. BELLOWS: Yes. And I just wanted to verify, are all the Planning Commission members attending that meeting? That's on 4/29, correct?

CHAIRMAN STRAIN: Right. I just want to make sure we're all -- and does any -- that's an evening meeting in Immokalee. We'll have to probably meet over at one of the county locations to get transported out. I would imagine at least an hour before the meeting, maybe a little bit more than that, depending on

who's driving. So that means for all of us, we're probably from 3:30 or 4:00 in that afternoon until we get back around 10:00 or 10:30 that evening, we'll be tied up.

Does that work? Stan?

COMMISSIONER CHRZANOWSKI: So I should have either a late lunch or an early dinner?

CHAIRMAN STRAIN: Well, yeah, we're not going to -- we definitely probably won't be getting dinner. We'll be taking breaks like we normally do, but I wasn't -- I didn't want to waste any time if we don't have to.

COMMISSIONER CHRZANOWSKI: No problem.

CHAIRMAN STRAIN: The rest of you okay with that?

Maybe staff can -- well, Mike, you already notified Mike. At the next meeting, we'll reemphasize to him that the time is going to be bumped from 6:00 until 5:00.

MR. BELLOWS: Yes.

CHAIRMAN STRAIN: Okay?

I met with Michele this morning and confirmed -- she confirmed to me all this information, so it looks like we're good.

She is looking for the interpreters. That may be one issue that will take a little bit of change.

Other than that, then we're set for that date.

And electronically all of you received the minutes from the January 16th meeting. Are there any corrections or changes?

COMMISSIONER HOMIAK: Motion to approve.

COMMISSIONER CHRZANOWSKI: Second.

CHAIRMAN STRAIN: Made by Ms. Homiak, seconded by Mr. Chrzanowski.

All those in favor, signify by saying aye.

COMMISSIONER DOYLE: Aye.

COMMISSIONER EBERT: Aye.

COMMISSIONER CHRZANOWSKI: Aye.

CHAIRMAN STRAIN: Aye.

COMMISSIONER HOMIAK: Aye.

COMMISSIONER ROMAN: Aye.

CHAIRMAN STRAIN: Anybody opposed?

(No response.)

CHAIRMAN STRAIN: Motion carries 6-0.

Recaps, Ray? BCC report?

MR. BELLOWS: Yes. On February 11th the Board of County Commissioners heard the PUD amendment for Cirrus Pointe. That was continued, it says in the recap, to their next meeting in March, but I think it's continued indefinitely. That was continued at the request of Commissioner Henning. I think there was some issue about when the repayment of the affordable housing fees should be done.

CHAIRMAN STRAIN: Okay. Now, we had recommended a time frame, but I guess the Board wanted a different --

MR. BELLOWS: Yes.

CHAIRMAN STRAIN: -- even a better frame than that. Okay.

Then as far as chairman's report, the only thing I want to mention today is our intention on the regular agenda item, which is Brandon, is to try to resolve everything today and not have a consent hearing. We agreed to try to do that at the last meeting. So let's, as we work through those issues today, let's try to make sure we have that in focus.

First item up on the agenda under consent is Item 8.A. It's PUDZA-PL20090001891. It's the consent hearing for the Quail II Planned Unit Development PUD located north of Immokalee Road and east of Valewood Drive.

Anybody have any corrections, comments needed as a result of the package that we received?

(No response.)

CHAIRMAN STRAIN: There is one. Well, I'll tell the easy one, you can tell the hard one, how's

that, Wayne?

MR. ARNOLD: Sure.

CHAIRMAN STRAIN: On Page 20 of your packet we had a really nice detail of the Manatee Protection Plan for Rookery Bay. And I'm sure that wasn't intended to be in the packet but was probably sitting on Nancy's desk, got picked up and copied and sent to everybody. So I'd like to make sure for the record that page, and it's Page 20 of the packet is deleted.

And that's the only point that I had to make. Does anybody else have anything?

COMMISSIONER EBERT: No, I had the same one.

CHAIRMAN STRAIN: Wayne, are you -- you got anything you wanted to say?

MR. ARNOLD: I do. For the record, I'm Wayne Arnold with Grady Minor.

And Heidi had been in conversation with Mr. Yovanovich, our attorney, and an attorney Steve Bracci, who represents I think one of the homeowners in Longshore Lake. He had suggested some alternative language in one of the commitments that we discussed, the encroaching wall. And it's on Page 9 of 13 of your ordinance, and it's Item 5.

If anybody -- there was a reference to the existing encroaching wall. And it's -- there was language written regarding the easements. And a phrase at the end of the sentence on the fifth line from the bottom said, maintain the encroaching wall. Mr. Bracci offered language that would say -- I'll read it into the record and then I'll put it on the visualizer, if you'd like to see it. I'll try to read it slowly.

It would say -- in lieu of maintaining the encroaching wall, it would say: Maintain, rebuild or replace the entire length of wall that is immediately adjacent to the owner's east property boundary, or any fence that may replace the wall or any portion thereof.

On the visualizer it's handwritten notes. And I think that's Heidi's handwriting, is it not, Heidi?

MS. ASHTON-CICKO: No.

MR. ARNOLD: No? That was Mr. Bracci's, okay.

CHAIRMAN STRAIN: Hers is much more legible.

MR. ARNOLD: We have reviewed it and don't have an objection to the revision to that language. I think it certainly meets the intent. We didn't intend that they couldn't rebuild a wall certainly and use the easement for access to do so.

CHAIRMAN STRAIN: Now, the only item I want to make sure of, is if the wall's rebuilt or a fence is replaced to the wall or however that's done, it's back on their property and not on yours. So as long as that's included -- I think that comment was somewhere else.

MR. ARNOLD: It does. It appears above.

MS. ASHTON-CICKO: It's in section five at the top.

MR. ARNOLD: It's in that section above. I think the implication is that it gets rebuilt on their property, but they use the easement that's provided to them for access to rebuild it.

CHAIRMAN STRAIN: Okay. I mean, if you've got no objections to it, I don't know if this board would have any. I don't -- anybody else?

COMMISSIONER EBERT: No.

CHAIRMAN STRAIN: Heidi, is there anything that you see as a problem?

MS. ASHTON-CICKO: No, I think it's fine.

CHAIRMAN STRAIN: Okay. So then what we'll do is that consent item will have that language added to it in the final print-out by staff, and then as -- and before it goes to the Board.

So as long as everybody agrees, if that's the -- and is that it, Wayne? That's all you had?

MR. ARNOLD: That's it, yes, thank you.

CHAIRMAN STRAIN: Any member of the Planning Commission have any comments?

(No response.)

CHAIRMAN STRAIN: If not, is there a motion --

COMMISSIONER HOMIAK: I make a motion to --

CHAIRMAN STRAIN: -- to be subject to this language?

COMMISSIONER HOMIAK: I'll make a motion to approve, subject to the additional language.

CHAIRMAN STRAIN: Is there a second?

COMMISSIONER EBERT: I'll second.

CHAIRMAN STRAIN: Motion made by Ms. Homiak, seconded by Ms. Ebert.

Discussion?

(No response.)

CHAIRMAN STRAIN: All in favor, signify by saying aye.

COMMISSIONER DOYLE: Aye.

COMMISSIONER EBERT: Aye.

COMMISSIONER CHRZANOWSKI: Aye.

CHAIRMAN STRAIN: Aye.

COMMISSIONER HOMIAK: Aye.

COMMISSIONER ROMAN: Aye.

CHAIRMAN STRAIN: Anybody opposed?

(No response.)

CHAIRMAN STRAIN: Motion carries 6-0.

Thank you.

***And now for our problem child. I've seen a lot of emails from you guys in the last couple of days back and forth. And sometimes you aren't playing nice. So I hope that we can resolve everything here today.

First of all, at our last meeting we had a series of stipulations, and those have been incorporated into the text of what was sent back and out to us as a revision. There are some issues that need to be looked at with those and some minor corrections, possibly.

But the big issue was the access way and the interconnections that were discussed last time. And hopefully somewhat on a way to resolution here today.

So with that, Rich, we'll go ahead and listen to the discussions on the access ways, figure out what we need to do with those and then go through the entire -- any other corrections needed for the PUD. So why don't we start with your presentation.

MR. YOVANOVICH: Are you going to swear us in?

CHAIRMAN STRAIN: You know, that's a good idea, although you were probably carried over from last time. All those wishing --

MR. YOVANOVICH: There's some new people here that probably need to be sworn in.

CHAIRMAN STRAIN: Okay. Any of those wishing to testify on behalf of this item, please rise to be sworn in by the court reporter.

(All speakers were duly sworn.)

CHAIRMAN STRAIN: Any there additional disclosures by the members of the Planning Commission?

COMMISSIONER CHRZANOWSKI: Yeah, I had an email correspondence with one of the abutters.

CHAIRMAN STRAIN: Diane?

COMMISSIONER EBERT: None.

CHAIRMAN STRAIN: I had a series of emails copied to me by Richard and Tim Hancock, I believe.

Karen?

COMMISSIONER HOMIAK: No.

CHAIRMAN STRAIN: Brian?

COMMISSIONER DOYLE: No.

CHAIRMAN STRAIN: Charlette?

COMMISSIONER ROMAN: I had a conversation with one of the property owners that abuts the PUD.

CHAIRMAN STRAIN: Thank you.

With that, Richard, it's all yours.

MR. YOVANOVICH: Thank you. Again, for the record, Rich Yovanovich, on behalf of the petitioner.

At our last meeting we were tasked with discussing potential interconnections to the east of the property. And I think it would be helpful if I just briefly go over kind of where we -- what we originally proposed and what came up and then -- and ultimately what we tried to do between the last meeting and today.

If you'll recall, this was the Exhibit C we were proposing as part of our amendment to the Brandon PUD. And you'll recall, we were attempting to provide one unified access for the properties to the east which included the church properties and I think it's eight individual two and a half acre parcels through basically an extension of the cul-de-sac and -- I don't know if this -- is this working?

COMMISSIONER ROMAN: Yes.

MR. YOVANOVICH: And that is in this location right here is where we propose. So basically these property owners and the church would coordinate access and they would come through here and directly to Livingston Road.

That proposed access was objected to by Mr. Kermani, who I believe represented that he -- and I'll put a map up here, because this is -- and this is a map we received from Mr. Kermani.

He represented at that hearing that he had the lime green/yellow properties working together and that he -- so he had that listed and he also had the church property listed separately. And he was I believe the realtor for that -- the church property and the yellow properties. And that's what I think he said at the last meeting.

And he objected to our change of the then existing eastern access points, which is represented on this map, which is the current master plan for the Brandon PUD.

And what I basically said, and I think what we were tasked to do is we have currently two access points providing access to the properties to the east on the existing Brandon PUD master plan.

What I said was we're happy to meet with and discuss access with our neighbors to the east, but we weren't going to come away with more access points on our eastern boundary than we currently have, which is two. And I said they're going to need to work together as well to work with us as to how access will be provided to those properties to the east. Because worst case scenario, I'll keep the two arrows and we'll go upon business as, you know, business currently exists on the master plan. Keeping in mind that the two arrows are conceptual, subject to permitting and subject to the ability to get those arrows done to the best of their ability, and subject to there being an agreement reached between the property owners to the east and the Brandon PUD as to how access will occur through the Brandon PUD property.

So we -- with that framework in mind that we would like to work together to come up with access to properties to the east, we went home that Thursday and received an email, couple of emails regarding access for Mr. Kermani about what access they were expecting. Or that's what we interpret the email as to what access they were expecting, because this exhibit was attached to the email.

Now, what is see here is five access points instead of two. It includes what was the original diagonal arrow here; what is essentially close to but not exactly where the horizontal arrow was before, which includes the cul-de-sac connection, which includes their connection already approved as part of the Royal Palm Academy PUD, and which also includes a connection here which was -- we discussed I thought in pretty good detail at the last meeting, the western connection and kind of the history of that western connection.

To which we responded I think that was -- we said it a little nicer than I'll probably say it today, but in summary we thought that was a rather aggressive position to take, to not only make us not up to the two that existed but also provide the cul-de-sac connection and keep the western connection that had been previously discussed.

We responded that we could not agree to that, and we proposed the following, which we believe is consistent with the conceptual locations on the current PUD master plan.

This connection here is a logical connection, because the previous connection would have been at a diagonal which would have been right into that curb, which I don't know how you would go about permitting that. So we thought we would do this.

And it would require the seven property owners that Mr. Ker-- I'm sorry, six property owners that Mr. Kermani currently has listed together to share that to get to that access point. This access point would provide access to -- the first one I showed you would deal with these seven properties that are jointly

marketing their property, and they would have a nice, safe, convenient access, straight shot to this road. Mr. Kermani said this guy -- and he may be in the audience, I don't know him -- did not agree to be part of this group of property owners. He would have his access here. And the church would continue to have their ability to have their access through the Verona Pointe project, pursuant to the Royal Palm Academy PUD.

What I think people forgot, or we really didn't discuss in great detail last meeting, was the Royal Palm Academy PUD master plan is this master plan. And it shows an interconnection for properties to the north, which includes the church property.

Now, for some reason the plat for Verona Pointe got approved with a diagonal going towards the west instead of towards the east. And it --

CHAIRMAN STRAIN: And the SDP.

MR. YOVANOVICH: And the Site Development Plan, okay.

So there will have to be some revisions to those documents to provide access to Royal Palm Academy -- I'm sorry, through the Royal Palm Academy master plan -- to the church property for that to occur. But it was contemplated when the Royal Palm Academy PUD was approved way back when. And I know because I was involved in that. So I know that that access point was intended to provide access to the properties to the north.

CHAIRMAN STRAIN: You know that was renewed in 2013 by you as well.

MR. YOVANOVICH: And I was not aware frankly that there was even a plat or a Site Development Plan that wasn't consistent because we just brought forward what previously existed. Because as you will recall, the only thing we changed, really --

CHAIRMAN STRAIN: Campus location.

MR. YOVANOVICH: Yeah, that became a C instead of an R.

CHAIRMAN STRAIN: Right.

MR. YOVANOVICH: So we proposed what we thought were reasonable access conditions for all the property owners to the east. And frankly until yesterday we didn't hear anything from anyone regarding what we had proposed. Now, I know there were some meetings that were held, and I will admit that Mr. Hancock and I probably got a little snippy with each other in our emails. We were both in unfortunate circumstances. He was brought in late to the game on behalf of a contract purchaser. They appeared late in the game to us to raise access issues. I know that Tim didn't do that by design, but -- because we usually talk ahead of time. But we are where we are where people showed up late to the party.

And I think it's important to realize that it's not my client's responsibility to increase the value of the church property to make it a more valuable piece of property for the purchaser to buy. The purchaser's in his due diligence period, they're analyzing what access does or does not exist for the property, and they'll make a decision during the due diligence process whether to go forward or not with the acquisition of that property.

Now, where we are is we are in a situation where when the Brandon PUD was originally approved with an access to the south, to the light, I went back and I read the meeting minutes, like Mr. Strain, since the last meeting and now have a better understanding of what the county really intended for that south access point.

Now, is Nick here? No. Back then Nick was the transportation planning manager or whatever his title was back then.

CHAIRMAN STRAIN: And he used to attend our meetings on a regular basis, but he's been a ghost lately.

MR. YOVANOVICH: But Nick was trying to coordinate access on Livingston Road, which is a limited access facility. And I may be using the wrong terminology, but it's supposed to be a road that you're allowed to go pretty fast on but not as fast as it's designed. And unfortunately you can go faster than the speed limit posting, and I'm just waiting for the ticket to happen, because it's really designed not to go 45.

So anyway, Nick was trying to coordinate access to the light that serves Verona Pointe and serves the middle school -- I think it's North Naples Middle School to the west -- as well as what is now a project, a single-family home project, that's taken the place of what was going to be the Royal Palm Academy campus.

That was a conceptual access point, and it says conceptual in there. And it also required coordination with the property owners, including the church property owners, regarding cross access easements in order

for that access to work.

It also required that the applicable permitting agencies, which is the Water Management District and the Army Corps of Engineers, agree to that access point. Because that is -- that's wetlands, frankly.

And the reason we're here today to change our master plan is because we've done the Corps and Water Management District permitting, subsequent to the PUD being adopted, and the original hope for preserves didn't play out. There were a sufficient amount of wetlands on the property today that both the Corps and the District said you're deciding to choose to preserve uplands -- and I'll use, you know, a legal term, crummy uplands -- in lieu of preserving wetlands, and I'll use the term not so good wetlands. The District preferred and the Corps preferred that we preserve the wetlands versus the uplands.

So we're here in front of you to change our master plan as a result of the agency permitting that we've gone through. And we went in initially -- and Chris Hagan's here, he did the permitting. We went initially in with a site plan showing the interconnection to the south that transportation staff initially wanted as part of the PUD, and the District said no.

So we're in a position where the District says you can't have that frontage road that county staff initially wanted, and now the church is saying somehow we guaranteed them access through the Brandon PUD because this conceptual frontage road was identified on our master plan. And taking out the language requiring us to build this conceptual frontage road is somehow denying them legal access to their property.

We have proposed as an alternative -- just for the record, if I haven't made this clear, we do have our Water Management District permit approved and we have our Corps permit approved. We're in for an amendment to that to basically shift the Veterans Memorial Boulevard access.

Here's the current Veterans Memorial Boulevard access.

We're shifting it to the east, to here. And that's what the permit modification is in for, and we're -- I don't want to jinx us, but we think we'll get that pretty quickly. I think we're waiting on some very minor documents to have that happen.

We have offered to allow the church to utilize a portion of our preserve for their access. The only conditions we have is they have to permit, design and mitigate for the impacts of that -- I think they're down to about a .1 acre piece of our preserve, which will make that still consistent with our native vegetation requirements under the county requirements. Because they're going to have to design, permit and mitigate for the impact to that preserve.

We think that's a reasonable position to take. And then they need to obviously wait for us to finish up the permitting we're doing right now.

My understanding is that's not acceptable because as part of our permit we're required to record a conservation easement over that preserve area, and they don't want to take on the burden of having to modify that conservation easement, and it will affect their closing date.

Now, again, I started with it's really not our responsibility to make their permitting of their property easier, nor is it our responsibility to provide them with access to their property when access currently exists through the Royal Palm Academy PUD master plan. Likewise, we have -- the church has had opportunities to be part of this process. Keep in mind, we had a neighborhood information meeting. Notices go out to everybody within a certain distance. I think depending where you are, it could be anywhere from 500 feet and 1,000 feet. And correct me if I'm wrong, Mike, on that, but the church is adjacent to this property and received notice of our neighborhood information meeting. They -- if they were there, I don't remember. But they had an opportunity to be at the neighborhood information meeting at which we discussed the master plan and we discussed access. And the changes we were proposing to make to the access, including the cul-de-sac, we discussed all that at the neighborhood information meeting.

No contact from the church since the neighborhood information meeting regarding access.

We also went through an Army Corps of Engineer permitting process, which also provides for public notice of permitting. That would have identified again that this entire area was going to be a preserve and was not going to contain the access that was part of the master plan for Brandon. No -- and I understand it's a church and that's not what we normally do. But again, it's -- the fact that they didn't have the right consultants advising them or admonishing them -- admonishing us for them -- and maybe they did, I don't know -- again, that shouldn't be held against my clients on the day of the hearing for the PUD.

So we have done the best we could to live up to our side of the deal that we left with two weeks ago is that we would attempt to work with our neighbors to the east. We are still willing to work with our neighbors to the east and we are still willing to provide them an opportunity to get the access they prefer through our property. But we're simply not willing to hold up our project and start our permitting process all over again to permit the one-tenth of an acre impact to our preserve when we don't even know if they have a real project on the church property at all. I mean, it's not -- they've not started the permitting process; they're in a due diligence period right now. And frankly we think that's unreasonable to put us in a position to where we go on hold and maybe start all over again when there were opportunities early on for discussion to occur regarding the access points.

Now, what we're proposing -- I do have the right one up. We're proposing the access points that we're showing today on the visualizer, which is this access point, which would serve the seven parcels that Mr. Kermani has in a consortium. And this access point, which would serve the one property owner that's not in the consortium.

And we would like there to be a time line or a time frame by which those property owners have to fish or cut bait on the use of those access points, and we're proposing three years. I think that's more than enough time for them to figure out if they really want to use it. And if they don't want to use it, then we should be allowed to -- that would give us some time to figure out how we can maybe recapture those portions of the property for either use in lots or use in green space or whatever. But we would be able to recapture that property and incorporate it into our project.

We would again offer up the ability to work with them on allowing them an -- giving them an access easement over up to one-tenth of an acre in our preserve area, with the condition that they'd have to design, permit, construct and mitigate for that impact to the preserve. And likewise, they'd have to do that within three years.

And I don't really want to get caught up in how that will look or exactly where that will be, so we can simply describe it in words that it would be in this general area right here. Because I don't know what the permitting agencies will allow them to do or not allow them to do regarding going through that preserve. And I think if we try to get too detailed on our master plan, it could be a hindrance to ultimately permitting in the future of that interconnection.

Or they could simply live with what was discussed in the Royal Palm Academy PUD, and they can go through the process of modifying the site plan -- Site Development Plan and the plat to reconfigure that access easement.

We think that we have been responsive and responsible in addressing concerns of the neighbors.

In reviewing the meeting minutes for the original Brandon PUD, I can't say for a fact that all of the property owners to the east knew, but certainly some of the property owners to the east knew they did not have legal access when they bought the property.

The clients that I have represented that bought property without an access usually bought it at a discount because they knew they were going to have to deal with their neighbors to get access. So I don't know if anybody bought the property to the east at a discount but I do know some of them bought it with full knowledge that they didn't have access, legal access or insurable access.

We're trying to work with them. And I think what we're proposing solves the problem for all the properties to the east. And we're requesting that the Planning Commission transmit the master plan that you have in front of you today to the Board of County Commissioners with a recommendation of approval.

With that, I think I've addressed the interconnection issues and the state of affairs since the last time we met.

CHAIRMAN STRAIN: Okay, does anybody from the Planning Commission have any questions at this time of the presentation?

COMMISSIONER ROMAN: I have one question.

I'm wondering if you could clarify, Rich.

MR. YOVANOVICH: Yes, ma'am.

COMMISSIONER ROMAN: I was wondering if you could clarify the Royal Palm access that you mentioned.

MR. YOYANOVICH: I can. Bear with me.

CHAIRMAN STRAIN: Rich, I have a --

MR. YOYANOVICH: I think I've got everything.

CHAIRMAN STRAIN: Well, I've got it probably simpler than you have, but go ahead.

MR. YOYANOVICH: Well, I welcome your exhibit.

CHAIRMAN STRAIN: Do you have the language that's in the Verona Pointe and the paragraph that refers to why that access point is there? I mean, I do, it's right here, if you want to use it.

MR. YOYANOVICH: I do, but if you've got it with you.

COMMISSIONER EBERT: That's what happens when you work 24 hours a day.

MR. YOYANOVICH: So you cut and paste. Okay.

CHAIRMAN STRAIN: I made it easy to explain, since it gets complicated.

MR. YOYANOVICH: The language is from the Royal Palm Academy PUD. And it addresses that -- the intention was is that this area right here that I just covered up with my finger but that's in the box was going to provide access to the properties to the north, provided that this property owner didn't have to pay more than one-third of the cost for the ultimate cost of maintaining that access, and that there would be a conveyance of an access easement to the properties to the north in this conceptual location.

Now, that conceptual location would address both what's now the Brandon PUD, as well as the church property as far as access.

And it was --

CHAIRMAN STRAIN: Well, that's not -- that conceptual location doesn't directly connect to the Brandon PUD. And I've got other exhibits to show that. That actually only connects to the church property. Brandon came in as a result of the Brandon's request to -- or the county's request to run that road along Livingston.

MR. YOYANOVICH: Brandon, what is now Brandon, didn't need that access point because it fronts Livingston Road. At the time this was done, the Brandon assemblage didn't exist. So there were properties to the north. And I don't really know when the church assemblage happened either, as far as that goes, but there were properties to the north that -- someone raised the issue, and frankly, I don't remember why, I didn't go back and look at the meeting minutes as to why this connection to the north found its way into the Royal Palm Academy PUD. But someone raised an issue about possibly land locking some properties to the north. So this access point obviously found its way into the Royal Palm Academy PUD with the written conditions that are in the Royal Palm Academy PUD.

What was ultimately platted, though, before the Brandon PUD occurred is that configuration. And this would be the access easement. And what -- unfortunately what that does is that puts it about 20 feet on the church property and 20 feet on the Brandon property. And ultimately, as you'll see from -- ultimately what works is it's a straight shot on the Brandon PUD.

How this geometry was going to work here frankly was never addressed in our PUD to get access here for the church property. And that was also supposed to be taken care of through cross access easements, if it could be done. If the parties could come together and work out an agreement as to how cross access easements were to work, then the county would get their frontage road. And again, that is also conditioned upon the Corps and the Water Management District agreeing to permit the frontage road in the first place.

I do have an exhibit that will kind of show you what we believe to be as close to the current state of wetland affairs. And you'll see that this is wet here, and you will even see that a portion of the church property is wet over here as well. So they're going to have their own permitting issues regarding wetlands.

So -- and I could put that up. And we have our ecologist here who can address wetland issues, both on our property and during the due diligence period that he observed on that property. And that was about a year or so ago and there may be some change -- circumstances since the last time he was on the property.

But anyway, we're still willing to work with them and give them the ability to use this existing access easement, probably this is a better one, this one -- to tie in. But again, it's going to have to be after we finish up our Water Management District and Corps permitting. Does that --

CHAIRMAN STRAIN: Charlette, does that answer your questions?

COMMISSIONER ROMAN: Yeah, that clarified it. I appreciate that.

MR. YOVANOVICH: Sure.

CHAIRMAN STRAIN: I have a series of questions. I definitely want to hear from the public speakers before we go too far into this, but I'd sure like to get some clarifications on the record to benefit whatever they may say plus our understanding of it.

First of all, I heard it repeatedly that South Florida Water Management District and the Corps of Engineers wasn't going to allow that access way that the County Transportation Department wanted to connect Brandon to Verona Pointe.

Do you have anything in writing that shows me that? I don't need discussion, I need writing. RFI's back and forth should have occurred between the agencies when you submitted your request and should have come back and said we're not going to allow that. Do you have any of that with you today?

MR. YOVANOVICH: Well, I think it's better to have Chris Hagan who did the permitting address how the -- how that issue was communicated to him. So I'd like him to testify to that.

CHAIRMAN STRAIN: It might be better for your purposes, for mine, I would like to have seen it in writing. I've dealt with those agencies myself for 25 years and I know a lot of what you get out of the agencies is how you ask the question and how you pursue it. And that's my concern. I would like to have seen the documentation of what was submitted and the RFI's that came back, since you are now basing a lot of your discussion today on that fact that the easements weren't -- that that wasn't going to be allowed by the two agencies.

MR. YOVANOVICH: And I'll let Chris clarify if I say anything incorrectly, but the process that was followed was there was a pre-application meeting, similarly to what we do here in Collier County when we come forward with either a site plan or a zoning.

At the pre-application meeting they brought a site plan that showed that interconnection. And at that pre-application meeting, staff made it clear to Chris that that was not getting through the process. So to submit a plan that showed an access that you weren't even told was dead on arrival didn't make sense to Mr. Hagan, and he can correct me if I've said anything incorrectly. But that's -- there is no written submittal. Just like when I -- if I'm participating in a pre-app meeting and staff says to me in a pre-app meeting, Rich, nice try but you've got no shot at that, I don't submit something knowing I've got no shot at it. And that's as I understand how the process works with the Water Management District.

CHAIRMAN STRAIN: Similar to the county pre-app meetings. And you know I sit in on a lot of those pre-app meetings. And you know that we issue you statements or conditions or comments as a result of the pre-app meetings. And something as serious as that would have been noted in the pre-app notes.

So can I see the pre-app notes from the South Florida meeting?

MR. YOVANOVICH: I don't know, I'll ask Chris.

MR. HAGAN: Good morning. Chris Hagan, for the record.

We did have a pre-application meeting with South Florida Water Management District. We had the meeting -- let me get my notes together here. We had the meeting on January 27th. I've got the documents that called for the meeting.

CHAIRMAN STRAIN: Of what year?

MR. HAGAN: 2012.

The only notes from the meeting, because the District does not keep the same notes as the county, were my own notes that I took.

That is the limit of the written record. I wrote them. I distributed them to all attending, asked them to correct them if they were incorrect. And basically it's very brief. But the plan we had, based on zoning, was dead on arrival.

The environmental reviewer, Laura Layman, looked at the plan and she said no way, no how would that be permitted because it was going to sever a large jurisdictional wetland area, and don't even bother making a submission.

It took us four months -- let me get the dates right, I don't want to -- excuse me, took me about five and a half months from that pre-application meeting to actually get an application in, because the revisions were so significant that she was requesting.

And we did have correspondence. I spoke with Laura Layman and Karyn Allman, who are the two

environmental reviewers for this area from the District, as we were evolving the plan. And I would tell them we've made this revision, we're at this level of impact, is this permissible. And they would say no.

There wasn't anything done in writing, because they're remiss to do anything in writing until you have a formal application. Because like Collier County staff, to some degree, they don't get paid to do preliminary assessments. They get paid when an application is in and they have a formal time clock running on it. So everything was very informal up to the submission date. But the application was submitted on July 13th.

CHAIRMAN STRAIN: So your notes here indicate somewhere in those, it must be towards the bottom or another page, that that access way along Livingston Road is not going to be allowed?

MR. HAGAN: Not specifically, no.

CHAIRMAN STRAIN: Well, that's what I was getting at, we don't have anything specific addressing that access way.

MR. HAGAN: No, sir, just that the plan was dead on arrival.

CHAIRMAN STRAIN: Okay, thank you.

COMMISSIONER EBERT: Chris, I do have a question for you.

MR. HAGAN: Sure.

COMMISSIONER EBERT: In reading the notes, it says that the South Florida Water Management wanted 12.04 acres, that's why they brought this amendment back. And on their master plan they don't show that. And I know South Florida Water Management at times requires more than the minimum. And I just don't see it on the plan here. Can you tell me where --

MR. HAGAN: We negotiated it down to what's on the plan today. As usual with the District, they come out and the initial meeting is always we want as much as they think they need, and we tell them we're going to offer a lot less and we work our way towards the middle. And that happened with negotiations with them, understanding the level of quality of the wetlands, et cetera.

COMMISSIONER EBERT: When did you negotiate this? This was this past October?

MR. HAGAN: This would have been between the application date of July 13th and the permit issuance date of July 29th of 2013. So it took us over a year to get this negotiated with them and get it acceptable to get the permit. It was not a simple task.

COMMISSIONER EBERT: No, they are not -- yes, I understand.

Because in the NIM meeting it still mentions the 12.04 acres. So I'm just looking at this because it's the little things that get missed.

And Rich, didn't you say that if the church wanted to come through the preserve they'd have to do off-site mitigation and stuff, if they wanted to come through the preserve? And I'm going, wait a minute, if South Florida Water Management isn't going to allow this, how can you --

MR. YOVANOVICH: Let me take a step back. What I said is they'd be required to do all mitigation. We have right now -- I think we have an abundance of preserves on our property, like a tenth of an acre. I say that in gest. So in order for -- so I have a tenth of an acre that we can let them impact and I still am consistent with the county's minimum preserve requirement. So that's why I said they can have a tenth and I think they can make that work.

And this isn't unprecedented what we're talking about. Because the same project -- well, I take that back, Royal Palm Academy, same project, put back on the master plan, if you'll recall, Imperial. Imperial is west -- I think I'm doing pretty good on directions today. Imperial is to the west.

And if you'll remember, they wanted to have a second way out of Imperial to get to Livingston Road. And there were existing conservation easements in place at the time.

And what we said to Imperial was sure, you could come through there, but you're going to have to deal with the permitting agencies with regard to the existing easements. And they were able to do it. I'm not saying it was easy, but they were able to do it and get that access through existing preserve areas. And we're saying -- it's happened fairly recently, that's been within the last few years. And we're saying we'll let you have the same opportunity to do that as part of your project when you're ready to go to the District with your project on the church property.

CHAIRMAN STRAIN: But see, Richard, you just proved the point I was trying to make earlier, that

the approach of these agencies on what they were going to buy off on for wetland preservations and what they won't is really a matter of the approach by the applicant.

And this has been repeated throughout Collier County. It isn't unusual for what you just used as an example, it wouldn't be unusual for that access way that the County Transportation Department did.

And another example is one of the fire departments, recently -- I shouldn't say recently, a couple of years ago -- got a completely approved wetlands elimination that had been previously in a PUD for another residential community.

So it's all in how you present. If you wanted to forcibly reserve that area for that roadway, it could have been done.

MR. YOVANOVICH: I don't know that, Mr. Strain. You have to look at magnitude, okay. The magnitude of the impact in the Imperial example was small. Small impacts to existing preserve areas.

Same thing in this situation, it would be a tenth of an acre impact to an existing preserve versus the rather large impact -- okay, let me go back.

That impact through a preserve is significantly different than a one-tenth of an acre impact that the church would be dealing with at this point to permit their access.

Now, again, I didn't say it was going to be easy for the church to do this, but again, we're here, we have a project that we're moving forward with. The church never approached us about the cross access easements. Now they're going to blame -- they're going to say, well, they didn't -- we didn't contact them so it's our fault. Well, they didn't contact us either about a cross access easement.

We have a solution to -- they have two options: They can always go back and modify the plat and Site Development Plan, which would probably result in less wetland impacts based upon what we think is on their property than what they'll be doing today. Or they can take the offer we're making, and that would give them two options.

CHAIRMAN STRAIN: I think we're getting a little redundant, but I think we understand that, Rich.

By the way, for disclosures, I forgot, besides emails, I had talk -- I had met with Rich Yovanovich and the applicant's representatives from RWA. I forget the names of all these companies. Plus I met with Mr. Hancock and two of -- a gentleman that he had with him at the time.

So with that behind us, Rich, I understand what you're saying. I do agree with you that to get a small section of that preserve permitted will be a lot easier than the entire section. Although I'm not sure the entire section couldn't have been done if it was -- depending on how forceful the presentation was to the agencies. That's neither here nor there, as long as an opportunity exists for the church to have a section of the easement, that may have existed in a prior time.

But at the same time these cross easements that you're talking about, was it your understanding that if you provided the easements to the properties that are shown on this plan to the east, that they in turn would provide continuous easements to whatever accesses they would have outside -- I mean other exits, meaning if they had a right to come on to your property, were you expecting a right to drive onto their property?

MR. YOVANOVICH: Mr. Strain, I can tell you, it never got that far.

CHAIRMAN STRAIN: I know.

MR. YOVANOVICH: I don't know. I can't answer that question.

CHAIRMAN STRAIN: But I think that's somewhat reasonable, if they have access to your property but there's also accesses in addition to your entry ways through their properties, it might be something to consider, cross access easements both directions instead of just one.

MR. YOVANOVICH: I think it was going to be a complicated discussion to figure out what the cross access easements were going to say. I don't think it was as simple as hey, we -- you know, it was going to take some work. And certainly no guarantee it was going to happen.

CHAIRMAN STRAIN: Well, the other points I wanted to make really involves Mr. John Podczerwinsky, if he doesn't mind coming up.

Ray, would you put that narrative, that long discussion that I highlighted there on the overhead?

And John, I did my best I could to prepare you for this today. And that's why when we talked earlier about Nick not being here, it would have been nice if he -- I think he may have been involved in this back in the day and it would have been good to have his input. And I could have called him and I honestly didn't get

time.

But I did talk with you. And I don't know if you talked to Reed or Nick after our discussion, but there's been a lot of talk about the access way that's been eliminated. And in one perspective the applicant believes it was their option to eliminate it. And I think the first part of that paragraph does address that.

But then it says if that cross easement dedication is not achieved as contemplated within the 90 days, then it goes -- then upon notification of transportation staff, and it goes into a dissertation about what could happen then.

So I'm not sure that by 90-day passing eliminates the ability for that to happen. It just eliminates for the ability for it to happen by the applicant but it may still happen through a request from transportation staff.

And could you elaborate on that, if you've had time to read this now?

MR. PODCZERWINSKY: I can elaborate a little bit. And I've got a little bit of information back at the desk in the back of the room I neglected to bring up with me.

I've looked into the historical record on this on my email communications that have gone back and forth about the enforcement of this condition specifically.

Around the time that the 90 days had passed, this came up as a transportation commitment in the PUD monitoring system that we have. Some of you may know it as the CTS commitment tracking system.

The direction at the time from the transportation planning manager, Michael Greene, was that we could ask for this but that there was no funding available and that it should be placed into the CTS system to be enforced at the time of plat, basically to be requested as an interconnection that would go in.

So does that answer your question?

CHAIRMAN STRAIN: Yes. But for clarification, just so it's explicitly clear, this action wasn't unilaterally responsible by the applicant, but it was also responsible -- the transportation department even today could ask for that easement to be put in place and that interconnection made.

MR. PODCZERWINSKY: My understanding, yes, that is correct.

CHAIRMAN STRAIN: Okay. That's the information I needed to see.

So it's not a paragraph that if we remove it, it eliminates the transportation staff's ability to ask for it then.

MR. PODCZERWINSKY: That's absolutely correct.

CHAIRMAN STRAIN: So if an agreement isn't worked out for some kind of access here today for that section, then there'd be no motivation for us to remove that at this point, possibly.

MR. PODCZERWINSKY: I believe so, yeah.

CHAIRMAN STRAIN: Okay. And does removal of that have any problems from the perspective of the transportation department in regards to the Livingston Road corridor that you have been trying to protect?

MR. PODCZERWINSKY: At this time, no.

As Mr. Yovanovich eluded to earlier, we did look at this at one point under the current access management policy as an access Class II roadway. In practice we found that access Class II is not achievable in all areas in all locations, so we tend to look at it more of an access Class III roadway.

In layman's terms, access Class II is one step below an expressway. Access Class III is the designation that we have on the majority of our six-lane roads throughout the Collier County. It's still a limited access in such that we measure the distances, we try to attain a certain distance between driveways, but it doesn't restrict all access like an access Class II does.

CHAIRMAN STRAIN: Okay. And yesterday I had tried to reach John Houldsworth, but I was unsuccessful. And I meant to bring up to you the issue on the SDP. I know you look at -- I believe you look at SDPs when they come through.

MR. PODCZERWINSKY: Yes, sir.

CHAIRMAN STRAIN: The relocating of the access way to Verona Pointe from due north to basically northwest, did you catch that during the SDP review, and how did you see that or how did you review that?

MR. PODCZERWINSKY: Frankly, when we looked at it during the SDP review, we followed what the LDC requirements are and also the Growth Management Plan requirements, and basically what that states

is it refers to the feasibility of the interconnection.

With the current amendment that's in play right now that we're discussing today, there's no interconnect on that part of the master plan, so we reviewed it in context as if.

CHAIRMAN STRAIN: Could you put that other paper on.

MR. PODCZERWINSKY: As if this one were to be approved.

CHAIRMAN STRAIN: Right. That's why the highlighted area in yellow -- and even though it's got a shallow throat length, by the time it turns on to whatever that street is that connects to Livingston, that still is an acceptable layout from your perspective.

MR. PODCZERWINSKY: Yes.

CHAIRMAN STRAIN: Okay. The due north connection would have been made right where that dotted line touches their property line, it looks like. They have their gate well inside that location. So the gate to Verona Pointe wouldn't be affected by it. The only thing that would seem to be affected by that northernmost connection if it were to be moved is the median island that's put there. And I've been involved many times taking those islands out and reworking road sections. I don't see that as a problem of a no can do situation, do you?

MR. PODCZERWINSKY: No, I do not.

CHAIRMAN STRAIN: Okay, so it's just a matter of potentially correcting the plat to show the -- and getting the easement relocated to the location shown on the PUD.

Did you review the PUD when you reviewed the SDP in regards to that location?

MR. PODCZERWINSKY: In reference to the Brandon PUD or the Verona Pointe --

CHAIRMAN STRAIN: Well, it would be the Verona Pointe PUD, because that's the one that had -- that shifted.

MR. PODCZERWINSKY: Honestly, I couldn't answer that. I may have. It's been some time since I've looked at that, if I had.

CHAIRMAN STRAIN: Okay. Thanks, appreciate it.

MR. PODCZERWINSKY: Yes, sir.

CHAIRMAN STRAIN: Ray, what do you see as the possibility of requiring Verona Pointe to relocate that easement to the due north?

MR. BELLOWS: Typically staff can require such things when development orders are submitted and under review. I don't believe we have any authority to mandate someone who doesn't have any land use petitions under review to force them to come in to make those changes.

CHAIRMAN STRAIN: Well, in this particular case the PUD for Verona Pointe showed that explicitly due north connection. And somehow it got approved. And I understand how. It made sense at the time because the Brandon PUD was coming in and if we could accomplish that as well as the church in one swoop, that's a good move.

But now that Brandon isn't choosing to go for whatever reasons in the direction that they were contemplated in, this access way is actually at a more negative location than it could be if it was located due north. I mean, both for stacking, for turning, for access from the church.

So is there -- and Heidi, maybe this is something you need to weigh in on. Is the county in a position where we can demand that Verona Pointe reissue an easement and extinguish the previous one if they so desire to the north, more directly to the north as shown in the PUD?

MR. BELLOWS: Before Heidi speaks, I just was thinking that if the PUD has clear enough language, I believe that could be a Code Enforcement issue to talk about. But in light of what was approved, I think we need to look at that in more detail with the County Attorney's Office.

CHAIRMAN STRAIN: Okay, anything you could --

MS. ASHTON-CICKO: Yeah, that's what I was going to say, that in light of the fact that the master plan shows the interconnect directly to the north, it appears that they're not in compliance with the master plan for the Verona Pointe project, and so it could go to the code board for -- the Code Enforcement Board for their review.

CHAIRMAN STRAIN: Okay, so we have basically two options possibly for resolving the access to the church. One is through what was originally shown on the Verona Pointe interconnect plan, and a second

one would be an easement participation by Brandon at the point where the current access way interconnects with Brandon and the church property.

And I think Mr. Hancock has a graphic that might illustrate that when we get to that point.

That's most of the issues that I have at this point. I have some corrections needed to the markups in the revised PUD that came to us. And I -- let me go through those while we're on this before we go to public speakers -- or actually staff.

The first one is on Page 2 of the staff provided packet. If you notice under 5.C, it talks about the control elevation. It says eight, five feet. That's a grammatical. 8.5 feet.

MS. ASHTON-CICKO: Are you under Exhibit B?

CHAIRMAN STRAIN: No, I haven't got that far yet. I'm on Page 2 of the packet that staff distributed. It's titled -- it's before Exhibit A. It's the cover -- it says revision -- it's the summary page, revisions --

MS. ASHTON-CICKO: Okay, thank you.

CHAIRMAN STRAIN: Okay. But now I'm on Exhibit B.

If you go to Exhibit B and you notice under minimum lot width, it has a crossed out five with a number four and then something below the four, or actually below the crossed out five. What is that? That little -- I cannot figure that out. If it's not essential, let's just take it off. Do you see it?

MR. VANASSE: For the record, Patrick Vanasse.

Yeah, I think that was a comma. And the strike-through and underline with the software just shows it as stricken through. So that's why. On a clean copy that would disappear.

CHAIRMAN STRAIN: Okay, towards the bottom, on number one you talk about your cul-de-sac lots being reduced by 30 percent. Does that cover you for your flag lots?

MR. VANASSE: Yes, it does.

CHAIRMAN STRAIN: Okay.

MR. VANASSE: But just to clarify, though, number one was existing already.

CHAIRMAN STRAIN: Oh, I know. But the flag lots being introduced, I want to make sure we don't create a conflict is all I was trying to do.

Number four involving the flag lots, do you have any concern over striking the language that occurs, the seventh word in, in order to provide maximum flexibility? The use of -- it would read then four, the use of the flag lots is allowed in subdivision design and may vary --

MR. VANASSE: No, we don't have a problem with that.

CHAIRMAN STRAIN: Okay. Your reasoning, not necessarily thinking we all may agree with that, so let's strike that as not the intent.

On Exhibit C, your master plan, I think we've -- yeah, we got all that. All that's been corrected.

COMMISSIONER EBERT: I have a question.

CHAIRMAN STRAIN: Go ahead.

COMMISSIONER EBERT: I have a question on that.

You -- Rich put up a copy of the Exhibit C there?

MR. VANASSE: Yes.

COMMISSIONER EBERT: Could you put that up again, please?

What was the other one you just had there, an Exhibit C? That one.

CHAIRMAN STRAIN: That's the old one.

MR. VANASSE: That's the existing one, the Johnson plan.

COMMISSIONER EBERT: That's the old C.

MR. VANASSE: Yes, which has an -- no changes have been approved so it's currently the existing one.

COMMISSIONER EBERT: Okay. Because that does not match the one that I have.

MR. VANASSE: Correct.

CHAIRMAN STRAIN: If we work out the easement access through your preserve to whatever extent, you'll have to show an interconnection arrow down in this master plan for that.

And by the way, before we end today, I want to make sure we walk through all the -- any small

changes to make sure we don't need consent and everything is concise and clear for both you and staff.

MR. VANASSE: Yes.

If I may, you mentioned showing some kind of interconnection, depending on what we agree on. I think what our attorney was saying is if we could do that as a condition and not necessarily put that on the master plan. Because again, it's an option that has to be exercised. It could lead to difficulties as we try to get that worked out.

CHAIRMAN STRAIN: Well, let's see how the day goes before we make that decision.

On Exhibit E, and this is a question for the County Attorney's Office, probably too late to ask this question. Deviation three and four, formerly two and three, it says there are deviations to the Code of Laws and Ordinances. At what -- and I don't believe this board's reach goes into that particular grouping of laws and ordinances. I think we're limited to the Land Development Code, aren't we, Heidi, or --

MS. ASHTON-CICKO: Yeah, we allowed to let them leave this in because it was an existing deviation. But because this project has not been built, you could remove these deviations.

CHAIRMAN STRAIN: Well, I guess what it boils down to, does the Planning Commission have the authority to recommend on those deviations? I mean, I know it goes eventually to the Board, but has any -- if it does, I think we can provide that recommendation. If the Board wants to waive it, they can. But I don't know what the process is for deviations from the Code of Laws and Ordinances.

MS. ASHTON-CICKO: When this PUD began working itself through the process, there were some LDC amendments that were in the works. And most of the items that was in the construction handbook has been moved over into the LDC now. So it may just be a matter of not having the correct LDC site.

CHAIRMAN STRAIN: Ray, do you know -- and I won't ask you for the specific citations, but have these two issues been moved over to the LDC; do you know in particular?

MR. BELLOWS: We'd have to do some checking. I can't recall offhand.

CHAIRMAN STRAIN: Okay. I think that as this works its way up to the Board that that needs to get resolved. Because they need to be -- it needs to be highlighted to them. If it's a Code of Laws deviation and not an LDC deviation, I don't know how the process differs, but it ought to be clarified between now and the BCC hearing.

MR. BELLOWS: Yeah, we will double check. It seems to me that these are more LDC type of things than a Code of Laws and Ordinances, and hopefully that is part of the LDC amendments that Heidi referred to.

MS. ASHTON-CICKO: Yeah, we moved it over in late 2013.

MR. BELLOWS: Yeah, we'll verify that.

CHAIRMAN STRAIN: Yeah. And if it is, fine. If it isn't, we just need to make the Board aware of it. I would think that would be the better way to approach it.

On deviation number eight, this is -- some of the stuff was cleanup from the prior meeting. Talks about boundary markers. And it says on the third line or second line towards the end: To allow one ground sign known as boundary markers at the property corners for each frontage on Livingston Road and Veterans Memorial Boulevard.

There's only one frontage on Livingston Road, right?

MR. VANASSE: Correct.

CHAIRMAN STRAIN: Okay, I understand you intended, meaning at each location on Livingston Road and Veterans, but you don't -- I just wanted to make sure, you're not trying to put two at Livingston Road.

MR. VANASSE: No.

CHAIRMAN STRAIN: I'm looking at the rest of my notes to see if there's anything else.

On your cross-sections, your right-of-way cross-sections, it's something I should have caught the first time. You reference because of the preserves you have to move the -- what I consider private utilities, they're not Collier County utilities, inside the right-of-way.

I might suggest to you, you may not want to list them by name. You mean Comcast and Century Link, there's other people doing that, Verizon, Sprint, others. Time Warner was around, Comcast bought them out. But I don't know if you can reference those locations without referencing the individual names, but

I'd hate to see you locked into a vendor.

MR. VANASSE: We can change that to private utilities as a label.

CHAIRMAN STRAIN: Okay, that's fine. That will be a little bit cleaner.

Okay, that's all I've got as cleanup to the original stipulations. Does anybody else have anything?

(No response.)

CHAIRMAN STRAIN: Let's go in -- and that's it. Then let's go into staff presentation before we go to public speakers.

MR. SAWYER: For the record, Mike Sawyer, Project Manager for the petition.

At this point I don't have anything else to add.

CHAIRMAN STRAIN: I didn't think you would, but I thought I'd give you the opportunity.

MR. SAWYER: I can answer any questions you might have. But we have reviewed what was provided to you this morning.

CHAIRMAN STRAIN: Okay, anybody else?

MS. ASHTON-CICKO: Mr. Chair?

CHAIRMAN STRAIN: Yes, ma'am.

MS. ASHTON-CICKO: I'm not sure if Mr. Vanasse gave you the correct answer. Because as written under deviation number eight, that allows four boundary marker signs.

CHAIRMAN STRAIN: Well, that's what I was concerned about. And I got his clarification for the record, but --

MS. ASHTON-CICKO: That's not what the language says, so we'd have to clean that up.

CHAIRMAN STRAIN: Okay. Patrick, do you have a solution?

MR. VANASSE: We can certainly change the language if it's not clear. The intent was one per roadway. Let me just take a look at it and see if we can craft something real quick, make a change and bring it back to you.

CHAIRMAN STRAIN: Well, you're going to have to do it today. What we'll probably do, we're going to break at 10:30 for 15 minutes. Then we're going to have public speakers. As we get -- we're not going to need to take a lunch break today, that would take an hour. I hope we can get through this before then. But we'll probably take a break long enough for you to draft the language in points that have to be changed in conjunction with staff. I know that we're trying to avoid a consent hearing. Obviously this has gone on for two meetings, so we'll do our best to make that happen today, but it may take a little bit of downtime.

MR. VANASSE: I think we just need a few minutes to get it done.

CHAIRMAN STRAIN: Okay.

And thank you, Heidi, for clarifying that.

Anybody else?

(No response.)

CHAIRMAN STRAIN: If not, Ray, how many public speakers do we have who signed up? And if you didn't sign up, you're still going to have an opportunity to speak, so --

MR. BELLOWS: We have three registered speakers.

CHAIRMAN STRAIN: Can you tell me who they are?

MR. BELLOWS: Tim Hancock, Gary Wilson and Fred Kermani.

CHAIRMAN STRAIN: I'd like to move Mr. Kermani to the front of the row, if I could. If he doesn't mind. Because I need to ask him a couple of things. So why don't we -- the first public speaker then, would you call Mr. Kermani and we'll start with him.

MR. BELLOWS: Fred Kermani.

MR. KERMANI: For the record, my name is Fred Kermani. I'm with CRE Consultants.

I'm so excited to see something happen in this quadrant. This quadrant, southeast corner of Veterans Memorial and Livingston consists of about 52 square acreage of two and a half acres each, total 130 acres.

And ideally it would be much efficient to have one PUD for the entire piece and interconnect all the components of this PUD. But in practice, didn't happen. So far few entities assembled properties, namely Brandon PUD for 51 acres, Della Rosa, 20 acres, and the church, 15 acres.

And recently I've been approached for -- by seven property owners to the east: Namely, property -- I labeled it one, two, three, four, five, seven and eight. Property number six, after two attempts at his house, didn't seem to be excited to be part of the pool. He's a gentleman of 90 plus years age, and he said he was not in a hurry to put the property on the market. He was waiting for a better market.

So what we have is this flier shows that these seven lots are on market for 1.9 million, 110,000 per acre.

And the reason I took this thing, because I knew that couple of access points through Brandon PUD, so we are relying on those access. And that's the market price on market today.

Without access, these properties are worthless. No one would touch these. This has been on market for about a month now. We had several calls. Of course there is no signage on this, where they had sign on other properties on Livingston. They ask what do you have, and when I present my case they said, where is the access? I said we are trying to work that out. So without the access, these properties are worthless.

The same with the church property. That has been assembled years ago, and it's 15 acres. Currently it's under contract. The buyer has a short due diligence. And we are exploring the ideas of the access.

And I have another exhibit. The five circle access points are the options that we have. Access number one was -- the one was an approved Brandon PUD giving access to the church through Verona Pointe.

Access number two is at the end of the cul-de-sac. Again is one of the PUDs, I saw that.

Access number three is to property number six, which I'm not representing, but that guy need access anyway.

And access number four gives access to all the seven owners. And if we get that, of course we are happy with the access to all of those seven points.

Although there's a possibility the developer of church property may want to expand and get the seven properties, but there's no guarantee that that may happen, so we are looking for independent access to those seven lots.

I'm representing both church and the seven lots. I know there are speakers for the church to talk about that. But I want to consider on the seven lot access and also emphasize that that access number five, it doesn't exist. It requires approval from the association of Verona Pointe. It may take months, a year. There's no guarantee that we get that approval. And definitely the buyer who I am also representing doesn't have time to do diligence to explore that option.

So I think access number five is out, in my opinion, and we have to concentrate on the other accesses.

That's all I have to say. If there's any question, I respond.

CHAIRMAN STRAIN: First of all, your access number five to me is your most viable access. I have the opposite opinion you have. I have personally gone through permitting for the preservations like is going to be provided the option on number one. And I can tell you, your ability to get number five would probably be a lot faster than number one. If you think a year is long, wait 'til you try to get a preserve permitted to have an access through it.

Between the Corps of Engineers and South Florida, it will take a considerable amount of time dealing with an HOA that already has a PU -- that they're obligated under a PUD to meet to me might be a better way for you to pursue that.

Access number two doesn't exist today. It was an option that was on the table but it's not part of the current PUD.

Option number three is not located in the location of the current PUD. So whether it exists or not is really up to how this board's recommendation and how the Board of County Commissioners decides.

Option number four is accurately portrayed.

Who do you represent? I mean, I understand you represent parcels one, two, three, four, five, seven, eight, and the church property.

MR. KERMANI: That's right.

CHAIRMAN STRAIN: Okay, what -- if you're having conversations with the people you represent, are they collectively agreeing to how to handle their accesses? I mean, for example, number four, what does

he plan to do? He's in the middle surrounded by the others. How is he intending to get out? If we resolve some access points for any of the others today, it does nothing for number four. So how, for example, would you cure number four?

MR. KERMANI: Well, those seven properties that I have highlighted in my flier, they're all -- I have a listing on all of them. So we are hoping to find a buyer for all seven at the same time. So if we get one access we are happy, of course. If we get two accesses to those seven lots regarding exit point of view, fire exit, it's more preferable. But as a necessity we need only one access to one of these seven lots. We don't care where. But definitely not through six, because I don't have any control on lot number six.

CHAIRMAN STRAIN: So you need access through one of these seven lots. And apparently then all those people of those seven lots are in agreement that they're going to issue cross easements to everybody else within that collective group?

MR. KERMANI: That's right.

CHAIRMAN STRAIN: And that includes the church?

MR. KERMANI: No, the church --

CHAIRMAN STRAIN: But you do represent the church.

MR. KERMANI: I do represent. But there is no communication between the church and the seven lots. They are two separate entities.

CHAIRMAN STRAIN: Okay. So even though the Verona Pointe or the Royal Palm Academy PUD allocates that connection to the north of that Verona Pointe entryway to the properties to the north, the church is not willing to let your seven property owners go through their access way to get a direct access to Livingston Road, and yet you're trying to impose that on somebody else?

MR. KERMANI: I didn't say that, but there is no agreement currently. There are speakers for the church today so they are going to address that question. But as of this time there is no agreement between the church site and the seven lots for a cross easement.

CHAIRMAN STRAIN: Okay. You do realize that this process through Brandon and all the previously worked out commitments that were done in 2008, we're going on six years, and during -- the best time for you to negotiate would have been during the last recession. But apparently nobody did any of the negotiations when they could have probably had more latitude to buy in at the right price.

Okay. Thank you, those are the points I needed to know.

Before we go to the next public speaker, let's take a 15-minute break for the court reporter. We'll come back here at 10:40.

(Recess.)

CHAIRMAN STRAIN: Okay, everybody, if you'll please take your seats, we'll resume the meeting from our break.

We left off with our public speakers and so we have a couple more registered before we go to unregistered speakers.

Ray, will you call the next registered speaker.

MR. SAWYER: The next registered speaker is Tim Hancock.

COMMISSIONER EBERT: Boy, it's a different Ray.

CHAIRMAN STRAIN: Yeah, Mike, please call the speakers. Sorry.

MR. HANCOCK: Good morning, Mr. Chairman, members of the Planning Commission. My name is Tim Hancock and I'm here today representing LandQuest, which is the contract purchaser of the piece on this aerial shown as church property.

Also the owners of that parcel, Center Point Community Church, are here and an attorney who's a member of the church also is registered to speak.

And I would like to separate the interest of this particular parcel from the ones that Mr. Kermani spoke about to the north. Not that they can't be in concert, but my comments are related solely to the situation surrounding access for the church property as shown here.

To recap very briefly, in 2003 the Royal Palm PUD was approved and it showed an access going into the church property on the master plan. From the church's standpoint, great, we have access.

In 2005, the plat was approved. This was not -- the church was not involved in the plat being

approved. While it comes to the Board, there's no public notification of such. They had no reason to review the documents.

But what's interesting about this is, and I hold no one with Royal Palm responsible either. They read it as providing access to the parcels, plural, to the north. So they created an access that actually at center line bisects the property line between Brandon and the church. They thought they were providing access to both parcels to the north. Again, clean hands across the board. I don't think there was anything nefarious about that. That occurred in 2005.

In 2008, as you've seen, the Brandon RPUD was approved, and it recognized the position and location of the Verona Pointe access. Again from the church's standpoint, also included in that -- and Mr. Strain, you identified the correct language -- was not just that the connection would occur, but also the requirements of the PUD, the burden upon the Brandon RPUD were that, and I'll read this: That it's conditioned upon perpetual cross access easement dedications from effect property owners being made in writing to allow unrestricted ingress and egress for the Brandon RPUD within 90 days of adoption of the PUD ordinance. It is incumbent upon the Brandon RPUD to secure the necessary cross access easements that would allow this.

The church was never contacted. Those cross access easements were never obtained. So the church is sitting there with two PUD commitments and a plat that when all read together allow them to sleep comfortably at night knowing their property has access.

In addition, that same paragraph would require the Brandon RPUD, if requested by transportation staff, to permit, build and construct the access roadway.

So again, if you're the church, an innocent party in this, you're feeling pretty good about things. Not only do you have access, but someone else is going to build it.

The change that is being proposed today that affects the church parcel unwinds every ounce of this and puts the burden back on the church to either one, go to the adjacent property owner to the south and ask pretty please if you will amend your plat to give us better access. There's no guarantee whatsoever that Verona Pointe will do it, nor do we have any guarantee from the county that they can and should be forced to do so. Again, that's a timing issue. Ms. Ashton's office has not had sufficient time to review that. We understand that position.

The second alternative we're being handed today is yes, we want to take that commitment out of the PUD and here's what we're going to give you in exchange: We're going to give you a tenth of an acre but we're going to encumber that property with an easement to the benefit of the South Florida Water Management District. And we won't object. As a matter of fact, we'll even help you modify that down the road. But your one-tenth of an acre that you need is going to be encumbered right out of the chute by a conservation easement.

That doesn't work either. Because there again is no guarantee whatsoever that the District will agree to that modification.

Now, I will tell you, modifying a conservation easement where you take a tenth of an acre from this corner and you move it to this corner is not generally a big deal. I understand that. However, to make that the church property's responsibility to obtain to me is tantamount to an unfairness that the church has not visited upon themselves.

The alternative would be to leave the language in the PUD as it is now and require the Brandon RPUD to secure the necessary cross access easements that are required. And if they don't wish to construct, we're fine permitting and constructing the access road. We're not asking them to do that. All we're asking for is a tenth of an acre, as displayed here, unencumbered so that we can construct the access where it can physically go.

If in the process of doing this we're able to secure an access through Verona Pointe, we would gladly waive this. But as the church sits here today and as my client sits here today, we're being asked to accept one of two uncertainties in place of a PUD commitment that from the church's standpoint seemed all but certain to provide access.

That is really it in a nutshell. The only sticking point is they want to proceed with their conservation easement being recorded at some point in the near future that would encumber this tenth of an acre. That to

us is a burden we shouldn't bear, which would be to unwind their conservation easement.

All of this unfortunately for the applicant and for Rich occurred very late in this process for the simple reason that we began a due diligence about four weeks ago, and as things began to unfold and show up -- you know, we didn't even know the Brandon RPUD was in review as we started that due diligence. I found that out two days from the seller's attorney before the Planning Commission hearing, and I was out of town at the time.

So I do want to express to the applicant and to Rich, by no design are we here at the last minute trying to muck up their project.

By the same token, what clearly for Center Point Community Church has been a concerted effort over the years to provide access to this parcel dating back to 2003 is being physically unwound with this amendment. We believe what we've constructed here is the absolute minimum easement required to provide access and we believe it's fair to ask that an easement be provided in a manner that is unencumbered by the property owner. That's the nature of our request and the totality of it. And I'm here to answer any questions.

CHAIRMAN STRAIN: Anybody? Diane?

COMMISSIONER EBERT: Can you show me in the Brandon PUD where this road is, please?

MR. HANCOCK: That tenth of an acre I'm showing, if you can see the pencil pointing to it, would occur where the old easement ran into that corner point.

COMMISSIONER EBERT: Okay.

MR. HANCOCK: It might help a little bit --

CHAIRMAN STRAIN: Ray, put the exhibit I gave you back on. It might clarify how it probably was intended to originally tie in. The area in orange and yellow would have been the area that they would have needed to have a cross easement on.

COMMISSIONER EBERT: Okay, okay, that makes more sense.

MR. HANCOCK: And what we did in the exhibit that I provided you is we basically designed it with the minimum curve radius required to meet fire code. We then included the required shoulder plus the toe of slope coming down to existing grade. And then recognizing that the Brandon RPUD will have preserve in that area, there's a minimum setback from the toe of slope to preserve of 10 feet. So we designed it to work without in this case being excessive. And that total easement area on their property is .088 acres.

And, you know, again, I apologize for the timing. Not within our control. But to me this is the minimum necessary to allow Center Point to have access. Otherwise we're being told, go it on your own, good luck. And not to characterize the applicant in that sense, but when it comes to Verona Pointe, we have no ability to force them to do anything.

So the church is an innocent party. Simply asking that they be -- receive consideration, approximately a tenth of an acre, and that that land be recorded as an easement, unencumbered in a manner consistent with the diagram that I've showed previously.

CHAIRMAN STRAIN: Anybody else have any questions?

COMMISSIONER EBERT: Yeah.

CHAIRMAN STRAIN: Go ahead.

COMMISSIONER EBERT: Tim, I believe it's better to catch this now than to wait. You know, like things that happen at Manchester Square and stuff, it's better to catch this stuff now ahead of time.

And Heidi, is it in the Verona Pointe PUD that they will give access to the north?

CHAIRMAN STRAIN: Well, before you answer, why don't you just put that exhibit we previously had up that provides the language from the Verona Pointe that we showed a minute ago.

MR. BELLOWS: The highlighted version?

CHAIRMAN STRAIN: Yeah -- no, it's the -- yeah, you guys have got it over there. It shows a square with a blown-up square outside of it. That language is directly from the Verona Pointe.

And yes, they shall provide the easement. So that was already on the screen a little while ago. Let's just put it back up again. See where it's underlined up on top?

COMMISSIONER ROMAN: Yeah.

COMMISSIONER EBERT: Okay, shall is --

CHAIRMAN STRAIN: Right. So Verona Pointe has the obligation to do that. They're probably

going to claim that the obligation was somewhat met by the approval of the SDP and the plat, but that doesn't necessarily mean it was the right obligation. So that's another avenue to pursue.

Stan?

COMMISSIONER CHRZANOWSKI: Yeah, when you asked the petitioner to get your easement unencumbered by a preserve, what was the response?

MR. HANCOCK: That they don't want to slow down their permitting. And again, I understand. They're in the process and I assume getting close to getting their conservation easement recorded. So, you know, Rich told me that that's just -- that's not acceptable.

CHAIRMAN STRAIN: Tim, I've been in a position to have to deal with these conservation easements and create them. But I also notice that it's not been necessary to record them immediately. In fact, we have projects throughout the county that we have forgotten to ask them for conservation easements until it becomes a public issue and it's too late -- or not too late, it just becomes a burden at that point.

I don't know what the applicant's position is on having to require the conservation easement to be recorded early, but maybe there's some latitude there. But I would suggest that they should be given the right of a time frame for assurances rather than -- I mean, they've waited six years and nothing's been done. So just to leave it open-ended is not fair to anybody and you can't plan a development around an open-ended commitment like that.

So I certainly think that we can explore those ideas and put a time frame on it that might provide some latitude, so --

MR. HANCOCK: And we're amenable to that. The problem we have is that if my client goes forward to purchase the property and there's a conservation easement over the access easement, he's not going to receive title to the property.

CHAIRMAN STRAIN: Well, we're going to find that out in a little bit.

And by the way, his access easement is the correct location through Verona Pointe. To me, I would suggest you would pursue that more vehemently than you try to pursue a change to a preservation area or conservation area, to be honest with you.

MR. HANCOCK: That is our first choice. What would be irresponsible of the church to do would be stand idly by while the -- what exists in the Brandon RPUD is removed as a fallback option, in case we are unsuccessful with Verona Pointe.

CHAIRMAN STRAIN: But if that's your first choice, how much of it have you acted on in the last six years?

MR. HANCOCK: The church has acted --

CHAIRMAN STRAIN: None.

MR. HANCOCK: -- in no way.

CHAIRMAN STRAIN: Okay, and that's to their detriment. They should have.

MR. HANCOCK: They were completely surprised when we brought this issue to them. They thought they had access. And again, from a layman's perspective, I can see where that would come from.

CHAIRMAN STRAIN: Well, since you -- do you represent the church today or the buyer in the future, or both?

MR. HANCOCK: I represent the buyer, and we are working closely with the church. But I'm here to represent LandQuest, the buyer.

CHAIRMAN STRAIN: Okay. Is your buyer going to provide cross access easements to the seven or eight lots to the north to get through the church property to whatever access they end up having in the south? He's going to probably come back in here for rezoning, so it would be a good thing to know.

MR. HANCOCK: Mr. Minhas with LandQuest Group has indicated to me that they will work with the adjacent property owners to the north to create cross access easements in a manner that's consistent and fair with what we typically do. In other words, just don't give it to them, there has to be some agreement of maintenance and responsibility and so forth.

CHAIRMAN STRAIN: The same that you would be expecting to receive from either Verona Walk or Brandon?

MR. HANCOCK: Yes, sir.

CHAIRMAN STRAIN: Okay. All is fair. Thank you.

Anybody else have any questions of Tim?

(No response.)

CHAIRMAN STRAIN: Okay, is there a next public speaker, Ray?

MR. SAWYER: Yes, next public speaker will be Gary Wilson.

MR. WILSON: For the record, I'm Gary Wilson. I'm an attorney and also a member of the church.

We're in agreement with what Mr. Hancock has said. We're on the same page. We just discovered the -- the church believed there was no issue with regard to access until about 45 days ago. We started to explore the access problems, and had no idea of the Brandon PUD hearing. So we're here.

We apologize for any problems that it's caused, but we're here and we're in agreement with what Mr. Hancock said.

CHAIRMAN STRAIN: Okay. Prior to today or 45 days, the church thought there were no problems. What is it they thought they had?

MR. WILSON: They thought they had access through the Royal Palm PUD.

CHAIRMAN STRAIN: In what manner? The one through -- with an inter -- T-connection to the Brandon easement or to the point going directly to the north as required by the Royal Palm Academy?

MR. WILSON: The best I can determine is they thought they had access through the Verona Pointe access.

CHAIRMAN STRAIN: Directly to the north.

MR. WILSON: Yes.

CHAIRMAN STRAIN: Okay. If your appli -- do you represent the church today, or are you just talking here as a church member?

MR. WILSON: I represent the church today, yes.

CHAIRMAN STRAIN: Okay. Are they or would they have been willing or had they assumed that they were also providing cross easements to the people to the north of them to use that same access point to Verona Walk?

MR. WILSON: To the best of my knowledge, they had not thought that one through.

CHAIRMAN STRAIN: Okay.

MR. YOVANOVICH: Can I ask you a question?

CHAIRMAN STRAIN: No, you can wait until we finish public speakers.

MR. YOVANOVICH: It's of him.

CHAIRMAN STRAIN: You want cross-examination?

MR. YOVANOVICH: I just want to ask him one question.

CHAIRMAN STRAIN: Okay.

MR. YOVANOVICH: When the church bought the property, what was the legal access to the church property, and when did they buy the property? I know that's a compound question.

MR. WILSON: I have a title commitment in my office. I don't know.

MR. YOVANOVICH: And when was the property acquired? When was it acquired, approximately? Give me a year.

MR. WILSON: I don't have the date --

MR. YOVANOVICH: Okay.

MR. WILSON: -- with me.

CHAIRMAN STRAIN: Thank you, sir. Thanks for your patience with the other counsel, too.

MR. WILSON: Thank you for your time.

That was two questions, for the record.

CHAIRMAN STRAIN: Thank you.

MR. YOVANOVICH: I said it was a compound question.

CHAIRMAN STRAIN: Yeah, he does that.

MR. WILSON: Anything else for me?

CHAIRMAN STRAIN: No, sir, I think we're fine. Thank you.

Any other public speakers, Ray?

MR. BELLOWS: My understanding, somebody may want to speak, but --

CHAIRMAN STRAIN: Well, I know. But I want to know if there are any registered.

MR. BELLOWS: No more.

CHAIRMAN STRAIN: Okay. Any members of the public who have not spoken wish to speak? Yes, sir, come on up, please, identify yourself for the record.

DR. FORSZPANIAK: Good morning, everyone. Jan Forszpaniak. I'm one of the unfortunate owners of the landlocked property. And I purchased this property with the intention to buy -- I'm sorry, to build a family home, and I was never told that the property has no access, you know. Just have no absolutely knowledge on the real estate zoning and anything related to it in our county.

And so recently I was told that basically I'm stuck. And again, you know, I came here to just listen to what the solutions are. And I very much appreciate all of the information. You know, finally I was able to find out what the problem is. Thank you.

CHAIRMAN STRAIN: You own one of the parcels that Mr. Kermani --

DR. FORSZPANIAK: That is correct.

CHAIRMAN STRAIN: -- is representing you?

DR. FORSZPANIAK: Yes.

CHAIRMAN STRAIN: Okay. Then you are acknowledging that there is an agreement amongst those seven parcels to have access through one another?

DR. FORSZPANIAK: Yeah, there is an agreement now, that obviously it would be to our benefit I think if we could find a solution. So everybody agrees upon -- whatever the county decides upon, we just want to have an access. I don't represent them all, but I'm in agreement with pretty much everybody.

CHAIRMAN STRAIN: Okay. And what I'm saying is the properties that surround you, you own one.

DR. FORSZPANIAK: Yes.

CHAIRMAN STRAIN: Or two or whatever. And there's other people around you that are not Brandon that are property owners like yourself.

DR. FORSZPANIAK: Correct.

CHAIRMAN STRAIN: If they wanted to cross your property to get out of their property, that's in agreement with you and you have --

DR. FORSZPANIAK: Absolutely.

CHAIRMAN STRAIN: -- a similar agreement with them?

DR. FORSZPANIAK: Absolutely.

CHAIRMAN STRAIN: Okay, thank you very much.

DR. FORSZPANIAK: Thank you.

CHAIRMAN STRAIN: Anybody else wish to speak?

Yes, sir, come on up. I'm assuming the last speaker was sworn in? Sir?

COMMISSIONER EBERT: Yes, he was.

CHAIRMAN STRAIN: Were you sworn in, just yes or no?

DR. FORSZPANIAK: Yes.

CHAIRMAN STRAIN: Thank you.

Sir, were you sworn in earlier? Okay, your name for the record, please.

MR. KACERSKI: The name is Ray Kacerski. I am a resident of The Links at The Strand, a homeowners association. We are directly east, separated by the power line easement.

Since this Brandon has been going on since '06, there have been various people on the board of the Links. They get off, somebody else gets on, and some of the notes are sketchy.

However, it was my understanding that there was an agreement between people on the zoning board and Brandon that there would be a buffer between the property that's on the north end of Brandon, right along Veterans Memorial Boulevard, about three or 400 feet there, that separates Brandon from the Links at the Strand.

So I want to make a matter of record that the agreements that were reached, that Brandon would provide mounds and shrubbery to separate their property from the power lines and the Links.

CHAIRMAN STRAIN: I mean, whatever your agreements you have with Brandon, that's your business. We don't -- I mean, to the extent -- I don't know, I'm not knowledgeable of those, but I appreciate you informing us.

MR. KACERSKI: Well, that was done by -- the agreement was reached with a Melissa Zone from the planning board, or whatever department she was in.

CHAIRMAN STRAIN: Okay, thank you very much. I'm not sure how that impacts us today, but I appreciate the information.

I think -- is there any members of the public wish to speak remaining?

(No response.)

CHAIRMAN STRAIN: None?

Okay, with that, Richard, we need to go over some issues with you for sure.

First of all, the status of your conservation easement, were you intending to record that easement immediately or --

MR. YOVANOVICH: We have to record that easement as part of the Water Management District permit.

CHAIRMAN STRAIN: Upon issuance, or how many days?

MR. YOVANOVICH: In order to be able to do work on our site we're going to have to record that easement, okay? So --

CHAIRMAN STRAIN: So you've got to record the easement up front.

MR. YOVANOVICH: Yes. Now, the county's a little different. But the Water Management District you have to record it up front.

COMMISSIONER CHRZANOWSKI: Mark?

CHAIRMAN STRAIN: Yes, sir, Stan.

MR. CHRZANOWSKI: Who is the easement in favor of?

MR. YOVANOVICH: I'm assuming to the District. I'm assuming it's to the District, isn't it?

COMMISSIONER CHRZANOWSKI: Because the District never used to do easements in their own favor because they didn't want to maintain anything.

CHAIRMAN STRAIN: And I had the same -- they wouldn't take easements when I tried to give them to them either, so --

MR. YOVANOVICH: I don't know who -- someone tell me who the easement goes to. Do you know?

We have to record an easement to whomever the grantee is going to be in order to move forward with the construction of our project.

CHAIRMAN STRAIN: Do you have a document that spells that out and shows that to us?

MR. YOVANOVICH: I'll get it. I'll get it for you.

CHAIRMAN STRAIN: Summer, would you mind coming up just for a minute.

MS. ARAQUE: Summer Araque, Senior Environmental Specialist, for the record.

CHAIRMAN STRAIN: Can you tell us what you know about the easement that they're referring to? Not theirs in particular, but the process. I mean, I'm not used to South Florida wanting easements in their name for preservation, for the same reason that Stan brought up. And I'm not used to knowing that they have to be recorded prior this early in the process. They're usually something that's done as a follow-up to at some point down the future. Can you clarify any of that?

MS. ARAQUE: I think he's actually mostly correct.

CHAIRMAN STRAIN: Okay. Well, now, you know, the next time you need -- oh, man, you're in trouble now.

COMMISSIONER EBERT: No more, Summer.

MS. ARAQUE: Okay, I'll tell you what my experience is. I've seen that they do take the easement in their favor but without responsibility, just like the county does.

CHAIRMAN STRAIN: Okay.

MS. ARAQUE: And they do require -- we require it up front as well. So if we -- now, the conservation easement at the county level is usually only required as a separate instrument for a Site

Development Plan. Otherwise the conservation easement is done through the platting process. So either one of those, it has to be done before you start site work.

And my understanding is it's similar with South Florida Water Management District, that they have to do it in conjunction with obtaining their permit.

CHAIRMAN STRAIN: Okay. I mean, I'm not used to that time frame, but that's fine.

MR. YOVANOVICH: Can we get that read back?

CHAIRMAN STRAIN: No. You're keeping track of too many of these, Richard.

Thank you, Summer.

MS. ARAQUE: You're welcome.

MR. YOVANOVICH: Let me -- can I just make a couple of comments before you ask questions, or should I just wait?

CHAIRMAN STRAIN: No, go ahead. I'd like to hear what -- that might solve some of my questions.

MR. YOVANOVICH: Well, I did -- in the interim I had an opportunity to look up when Grace Bible Church bought the property. And they bought the property on July 18th, 2003. So they've had the property for 10 years. Their own representative has just told you they expected the access to be -- the access that was shown on the PUD, which was the straight shot up -- interestingly the Royal Palm Academy PUD was approved on September 23, 2003, shortly after the church bought the property. Now, I don't remember the exact facts, but it's probably not a coincidence that that direct shot up to the church property was identified on the Royal Palm Academy shortly after the acquisition of the church property. So that access was intended to be in that straight shot up location.

How -- and I agree, I'm not blaming the church for not monitoring the plat. I mean, nobody really knows plats are going on agendas and all that stuff. But the Royal Palm Academy access was intended to be a straight shot up. And again, I don't want to testify incorrectly, but my thought was it was to provide that access to the church, because the church had just bought the property. And if I'm a betting man, they recognized they didn't have access and they needed to assure themselves access, and they were doing that through the Royal Palm Academy PUD.

COMMISSIONER EBERT: I have a quick question for you, Rich.

MR. YOVANOVICH: Yes, ma'am.

COMMISSIONER EBERT: Did you not represent the Royal Palm Academy?

MR. YOVANOVICH: Oh, I did, absolutely. I just don't remember -- and I said early on, I remembered this coming up, I just don't remember why it came up and all the detailed facts as to why it came up that we were providing this interconnection to the north. But I'm looking back at the dates and my guess is timing wise it was shortly after the church bought its property Royal Palm Academy was going through the rezone property and it was a natural at that point for them to get access through someone else's property, because they didn't have it. If they had access, they wouldn't have needed to deal with Royal Palm Academy. Brandon comes along five years later, in '08.

We originally started -- and I want to go back to where we started. We started with it shouldn't be Brandon's sole responsibility to solve people's access issues. And keep in mind that these access issues are being solved to create value for properties that are landlocked. And contrary to the way it's being portrayed, the entity that's getting saddled with the responsibility and the cost associated with making these other properties more valuable is the Brandon PUD.

CHAIRMAN STRAIN: You know, Richard, you've just got to know, though, the only issues of discussion that we're getting into today are commitments originally made by the Brandon PUD in 2008. If you had not made those commitments in 2008, we probably wouldn't be having this discussion today.

MR. YOVANOVICH: And I appreciate that. And I want to go back to what that commitment was. That commitment was for a frontage road to provide the Brandon PUD with full access to a lighted intersection. Lighted intersection for the Brandon PUD.

CHAIRMAN STRAIN: There were three commitments on your original PUD --

MR. YOVANOVICH: I know, I'm --

CHAIRMAN STRAIN: -- that are in your discussion today.

MR. YOVANOVICH: I know, I'm dealing with the church first, okay.

So when you -- let's put in context what the cross access easements -- what we were getting in return for those cross access easements. We were getting access to a lighted intersection, which meant we had full movements, north-south to the property. Adds tremendous value to the Brandon PUD.

The reality is, as we're going through the permitting process we could only achieve right in/right out because we were going through a preserve.

So you've got to put the context of why those cross access easements were being negotiated or culled out for in the first place, because it was going to provide access to that property to a full lighted intersection which I think we all have to acknowledge would provide value over a project that has a right in/right out access only.

Now, we started this process with saying we're happy to work with people on providing access. Today is the first time the church has said on the record that they will work with the parcels to the north. And we've said we've wanted that, let's deal with that. And we said, well, here's what we want. I want the church to sleep well at night. I want them to know they have access.

The original PUD master plan we had in front of you --

CHAIRMAN STRAIN: You've got to use the mic, Rich.

MR. YOVANOVICH: I will, as soon as I can find it.

No, I think that's the one that we started with.

CHAIRMAN STRAIN: Right, that's the one we started with.

MR. YOVANOVICH: That's the one we started with. And we kept saying to everybody, let's all work together and make sure everybody's got access. That access would be at the cul-de-sac, and there would be access for the church. Now, I've got to go put back on the access point for parcel number six, because he's not here today, I don't think.

So Mr. Kermani's properties are all going to work with the church to get access. We'll give the church access through the cul-de-sac. If they can work something out better with Verona Pointe, I'm tempted to say God bless them, but good for them and problem solved.

CHAIRMAN STRAIN: So your proposal, after today's discussion, they can work out whatever they want to work out with Verona Pointe, and as far as relocating that access easement. You're willing to put the easement in for number six and provide another access to the cul-de-sac.

MR. YOVANOVICH: What I just circled.

CHAIRMAN STRAIN: Yeah, and your assumption is that parcels one through eight, minus six, are working together to come through the church.

MR. YOVANOVICH: And they all just said they'd work it all out. Just like they would have to work it out with us.

CHAIRMAN STRAIN: Well, I know what they said, but I also realize those properties might be sold to different parties down the road. Because not one party's bought it all.

MR. YOVANOVICH: Yeah, but it's simple. Here's what you do when Mr. Hancock comes through, and I recommend you retain Mr. Hancock for the rezone. When he comes through and he does the rezone for this property, he just puts his little arrow right here to make sure that Mr. Kermani's pieces right here have their interconnection. And then Mr. Kermani's guys just have to work it out amongst themselves as to -- I mean, we'll write it conceptual here, so they can move it anywhere along that boundary -- it works.

CHAIRMAN STRAIN: That's why they were asked on the record if they were willing to do that.

MR. YOVANOVICH: I assume so. So, I mean, I think the fix is in the making. Everybody's said it on the record that they were going to work it out. And we're solving their immediate access issue and still giving them the ability to get access. And I'll tell you what, I'll throw in -- can I throw in the little corner clip too? I'll throw in the .1 acre option as well, if they want to do that.

And so now they'll have three potential solutions, one guaranteed, they got the cul-de-sac, and they can either realign with Verona Pointe or they can take a point one -- up to a .1 acre sliver from us after we record our conservation easement. They could take their access easement, subject to a conservation easement and then modify it with the District later.

Because let me -- because right now what happens, if we were to do something silly, like say you

know what, rezone me to ag., they have no access. Okay? So right now we're trying to resolve their immediate problem which is they want a guaranteed access for their property. We're doing that.

CHAIRMAN STRAIN: So you're looking for a motion to be rezoned as ag. today?

MR. YOVANOVICH: No. No. I knew that. I told you.

I'm just saying that they have -- right now they bought into this property knowing they had no access. They've always been relying on other people to solve it. And I'm solving it.

CHAIRMAN STRAIN: My concern is basically for an as equal situation. Can you -- can someone put that thing the right side up? I mean, it's a little hard to review it all that way.

So we would be modifying the existing interconnects to what's circled on here plus one more that you're going to add and you're going to circle down at the intersection of Brandon, Verona Pointe and the church property.

MR. YOVANOVICH: We'll describe it as they can -- we'll work with them to give them an access easement over up to .1 acres of our preserve.

CHAIRMAN STRAIN: Here's -- yeah, we need to get the language down to a point where staff's comfortable with it today, because whatever we decide has to go to the Board after today.

MR. YOVANOVICH: I understand.

CHAIRMAN STRAIN: Unless you want to wait for consent.

MR. YOVANOVICH: No.

CHAIRMAN STRAIN: Which I know you guys have been trying to avoid and we're trying to work with you on that.

MR. YOVANOVICH: I appreciate that. And we're trying to work with our neighbors as well. They are certainly no worse off. Because there's no guarantee to that access in today's PUD. They can read it however they want, that PUD does not say they were guaranteed access through the Brandon PUD.

CHAIRMAN STRAIN: But it does say transportation staff could ask for access.

MR. YOVANOVICH: It said they could ask for it, but it's always subject to it being able to get permitted.

COMMISSIONER EBERT: I have a question.

CHAIRMAN STRAIN: Go ahead.

COMMISSIONER EBERT: Rich, was there not -- when we first saw this two weeks ago from the north, was there not also an access point getting to the property?

MR. YOVANOVICH: Right, but what we didn't have from the north, Ms. Ebert, last time was -- I always said our -- no, there wasn't, actually. This is exactly what I proposed.

This one wasn't there, but this one was always there. And what we wanted was the property owners here to work through going to the church so everybody had this access right here. This is the original what you had in your packet.

COMMISSIONER EBERT: What did I see coming from the residential coming from the north kind of down beside the lake? There was something there, if I --

CHAIRMAN STRAIN: I think she's referring to the original PUD.

MR. YOVANOVICH: Oh, way back when, the --

CHAIRMAN STRAIN: The one that's currently in place that's been approved.

MR. YOVANOVICH: This is the currently existing --

CHAIRMAN STRAIN: Is that what you're referring to?

COMMISSIONER EBERT: Yes.

MR. YOVANOVICH: Yes, right. But this is what we -- we propose making these two go away in exchange for access of the cul-de-sac. And that was going to require cooperation with the church and the property owners to the north.

What we have since learned is that seven out of eight property owners up here have agreed to work things out. This person right here has not. So we are putting back on an arrow. And we would like a time frame for this person to decide whether or not he's really going to come through this project, and we suggested three years. And we have this right here, and they've got their issue solved.

COMMISSIONER EBERT: So I want to understand this clearly. So the original PUD, which is

what you're trying to change today --

MR. YOVANOVICH: Correct.

COMMISSIONER EBERT: -- you want to remove that one access point from the north?

MR. YOVANOVICH: Yeah, this one would go away and would be replaced with this connection that doesn't currently exist. So there would still be two providing access to the east, it just would be here instead of I think it was right here.

COMMISSIONER EBERT: Okay.

CHAIRMAN STRAIN: Okay, Diane?

COMMISSIONER EBERT: Uh-huh.

CHAIRMAN STRAIN: Okay, I guess Heidi, what's being proposed, how is it consid-- would it be considered an as equal to what was previously provided? I'm just -- from a perspective of what the county can and can't do in this regard. Brandon had previously committed to two points and there's a point in the south that's poss-- that can come back. And they're trying to relocate two of those.

And based on the testimony today, do you feel comfortable that we're not doing something that would put the county in jeopardy for it's re-- in regard to removing access ways previously provided?

MS. ASHTON-CICKO: I think what they're proposing is comparable. However, they've attached a three-year time limitation, especially with respect to lot six. How is he going to know that he's got that three years?

MR. YOVANOVICH: I'll send him a certified letter the day the Board approves the PUD. Now, whether he picks it up or not, I can't control it. But I'll send him a certified letter letting him know his clock has started.

CHAIRMAN STRAIN: You'll copy that to --

MR. YOVANOVICH: I'll copy it to Heidi.

CHAIRMAN STRAIN: -- Heidi to -- I like the idea of a time frame, because six years have passed and nothing's been done, which to me the burden of that should have been on the property owners who need this. They should have taken advantage of it when the time was better and ripe. They did not. So I certainly think a time frame is warranted.

As far as getting through the processes in three years, the only thing the adjoining property owners would need to do is work out the terms of the cross easements with your applicant. Is that right? With the exception of the one down south. If they chose to go through the easement, they'd have to really work out how to get through the easement process with the South Florida Water Management District.

MR. YOVANOVICH: Right. I mean, we would -- and you know what, I need to make sure we're clear. We're assuming they're going to put a residential development on this property. Is that a fair assumption, Mr. Hancock?

MR. HANCOCK: (Nods head affirmatively.)

MR. YOVANOVICH: Yes. Do we have -- I know I'm not supposed to do this, maybe I should ask you, Mr. Strain. But do they have an anticipated -- are they going for the typical four units per acre?

CHAIRMAN STRAIN: I have no idea.

MR. YOVANOVICH: I know. I'm just trying to understand that, because that's what we're anticipating is a residential development coming through a residential development. And they're paying their fair share of road maintenance costs based upon their number of dwelling units that are going to come through there.

CHAIRMAN STRAIN: Well, first of all, if that -- I don't see how that property could qualify for commercial other than institutional --

MR. YOVANOVICH: I saw the ad. It seemed a little bit more than what I thought was reasonable.

CHAIRMAN STRAIN: The properties that Mr. Kermani -- the six of them or seven of them, there's a lot of very sensitive wetlands in that area, so it would be surprising how much could be developed there.

I think you're probably looking at that kind of property to cluster somewhere else on one of the higher upland sections. I would imagine that's what they're going to try to do.

MR. YOVANOVICH: I agree.

CHAIRMAN STRAIN: But I don't think it's wrong to limit any of these easement uses to either the

contemplated church use or residential uses. And a time frame should be appropriate. From a perspective of permitting the preserve, I don't know if three years is adequate. I think three years is fine for the two connections that your applicant would have to make -- would have to provide through the cul-de-sac and through lot six.

But I'm trying to understand. And maybe Summer, I hate to bother you again, but I would like to get at least your input on the time frame for South Florida to review a change to that easement section. If you have any idea.

MS. ARAQUE: I don't have any idea. I don't know if their environmental consultant may have an idea of how long that would take. I know in regards to our platting process, their plat is currently --

CHAIRMAN STRAIN: Yeah, that doesn't take long to --

MS. ARAQUE: -- in and so they would --

CHAIRMAN STRAIN: -- six months.

MS. ARAQUE: They would probably want to do that right now before their next submittal. They will have to resubmit again to the county anyways.

CHAIRMAN STRAIN: Yeah, the plat doesn't bother me. I know that's going to take a short amount of time. I was just -- didn't know how long they could take it to modify that conservation easement. I know it's been done before. I know because I was actually involved in some. So I know it's not impossible, I just don't know the time frame. And if anybody -- is the environmental consultant here, Rich?

MR. YOVANOVICH: Yeah, let me ask mine if he thinks three years is enough.

CHAIRMAN STRAIN: Okay.

MS. ARAQUE: Has it been recorded yet?

CHAIRMAN STRAIN: No, they're going to be recording it upon I guess issuance of their -- right after within a certain amount of time of the issuance of their South Florida Water Management District (sic).

MR. YOVANOVICH: According to our consultant, it says that they ought to know yea or nay clearly within three years.

CHAIRMAN STRAIN: Okay.

Okay, anybody else have any questions of anybody here at this time?

(No response.)

COMMISSIONER ROMAN: I have a question, Mr. Chairman. Have we adequately addressed the easement that -- to the south from the church property to Verona Pointe? I mean, as far as supplemental steps that we're going to take with the attorney? Because it seems to me that that easement for access from the church property through Verona Pointe where the Royal Palm PUD is what kind of made this more complicated by the fact that it wasn't, you know, platted property properly or whatever.

CHAIRMAN STRAIN: Just so I understand your discussion, are you talking about the one that Brandon's going to provide as a redo to a segment of their preserve area to tie into the northwest easement that exists today, or are you talking about Verona Pointe providing the directly north access easement that they were supposed to provide?

COMMISSIONER ROMAN: The latter. The one that was supposed to be provided to begin with.

CHAIRMAN STRAIN: That's not something we can impose on this applicant. So, I mean, I think we -- it's up to the applicant to pursue it from this meeting.

COMMISSIONER ROMAN: I understand that. But will we get an update on that at some point? I mean, I know it's a separate action, but when we found that, that's what complicated this entire discussion.

CHAIRMAN STRAIN: It sure did.

If the applicant would -- well, no, I mean, actually, the people that own the church, they can voluntarily tell us where they're going with it, but I don't know how else we -- we can't demand that of the Brandon PUD here today, so --

COMMISSIONER ROMAN: Oh, I understand that. It's just that it seems to me that Verona Pointe didn't provide that access or the site plan didn't reflect it accurately. I'm not sure what exactly caused that to be overlooked, but it reflected on the Brandon PUD.

CHAIRMAN STRAIN: Well, Ray, if any changes to the Verona Pointe access way come through the county or are pursued that you hear about, would you report it to this Board at one of our meetings

following your knowledge of that?

MR. BELLOWS: Yes, we could add that to the list of projects that come in and have that part of the distribution to the CCPC and we'll let you know.

CHAIRMAN STRAIN: Just keeping us updated.

MR. BELLOWS: Yeah.

CHAIRMAN STRAIN: Will that work, Charlette?

COMMISSIONER ROMAN: Yeah, that will work.

CHAIRMAN STRAIN: Okay.

Anybody else have anything else before we --

COMMISSIONER EBERT: Yes.

CHAIRMAN STRAIN: Diane?

COMMISSIONER EBERT: Mark, I do.

Is your transportation -- is the person here that did the TIS?

MR. TRABILCOCK: Yes.

CHAIRMAN STRAIN: This is just cleanup for me, but in looking, having an extra two weeks to look at this, I noticed on your report, which is August, 2013, that the code is for 210 single-family homes, okay? That's in there.

MR. TRABILCOCK: Uh-huh.

COMMISSIONER EBERT: Then as I'm going back and looking, that's on Page 15 and 23 of your report. And then going back to Page 21, on the site plan it shows 124 lots, which kind of mimics right now the master plan.

MR. TRABILCOCK: Yeah, actually, that was the -- for the record, Norman Trabilcock.

That was -- the ITE land use code was 210. That's a --

COMMISSIONER EBERT: Okay.

MR. TRABILCOCK: -- land use code that's used for the type of land use we're looking at.

COMMISSIONER EBERT: Okay. So --

MR. TRABILCOCK: But for the purpose of the traffic study and impacts, we did use it 204 units was the number of units we used.

COMMISSIONER EBERT: You did use 204 units --

MR. TRABILCOCK: Yes.

COMMISSIONER EBERT: -- for the impact?

MR. TRABILCOCK: Yeah, it was just a reading of the table might have been a little confusing.

COMMISSIONER EBERT: Okay. Very good. Just want to understand this.

And then the rezone shows 124 lots on your TIS --

MR. TRABILCOCK: Right, for the site plan.

COMMISSIONER EBERT: -- on Page 21.

But was just wondering the difference.

MR. TRABILCOCK: That was just a graphic depiction of a site plan.

COMMISSIONER EBERT: Just wanted to clear it up.

MR. TRABILCOCK: Yep, thank you.

COMMISSIONER EBERT: Thank you.

CHAIRMAN STRAIN: Anything else of anybody?

(No response.)

CHAIRMAN STRAIN: If not, we'll close the public hearing and we'll -- let's first have discussion.

We went through a previous list of stipulations. They were provided as corrections and red lines to the documentation we received in our most recent packet.

I pointed out some discrepancies there. I think, Mike, in my walk-through of those, did you make adequate notes to know which -- there were some more grammatical or cleanup in nature.

MR. SAWYER: Mr. Chairman, we can certainly go through them, but I believe I've got good notes on them.

CHAIRMAN STRAIN: Okay. What I'd like to do is focus on any additional stipulations we need to

clarify the interconnections.

I think with the testimony we had today, it does clarify a lot of the interconnection points that are needed.

I would concur with the applicant that the connection to number six on the map that's in front of us is one that should be retained.

Deletion of the access point to the north in the corner seems reasonable, based on what we heard today, and replaced by the one at the end of the cul-de-sac, which is shown down below and circled.

Then the only thing missing on here, an interconnection needs to be shown at the intersection point of the most southeastern corner of the Brandon PUD, the southwestern corner of the Center Point Church, and the Verona Walk (sic) segment of the Royal Palm Academy PUD.

MR. YOYANOVICH: And we would prefer that that be addressed in a commitment without an actual arrow on the master plan.

CHAIRMAN STRAIN: Do you have the commitment language? You want a consent or do you want to tell us what that language is going to be?

MR. YOYANOVICH: Well, Mr. Strain, we agreed to provide them up to one-tenth of an acre within our preserve in the southeast corner of the property adjacent to Verona Pointe.

CHAIRMAN STRAIN: And Mike, I didn't see you writing, so --

MR. YOYANOVICH: But that's what we've agreed to do. And it's conditioned upon their accepting it with a conservation easement on it.

COMMISSIONER EBERT: You will provide the easement?

MR. YOYANOVICH: I'm trying to do it as I mentioned it earlier. It would be subject to their accepting it with a conservation easement on it and that they would begin their permitting process to permit an access in that area after our South Florida Water Management District permit modification is approved.

CHAIRMAN STRAIN: Mike, did you do any better than I did? Because I didn't do very good at all.

MR. SAWYER: I didn't do very good at all.

CHAIRMAN STRAIN: Okay. Richard, rattle this down and let's come back in 10 minutes and finish up.

MR. YOYANOVICH: Is there anything else that I need to write down that --

CHAIRMAN STRAIN: You need to write it down so we can see it and put it on the overhead.

MR. YOYANOVICH: I'll do that, but are there any other access related --

CHAIRMAN STRAIN: No, we got the point, but just we need to have a few minutes off record to get it written out.

MR. YOYANOVICH: Okay.

CHAIRMAN STRAIN: So five minutes, 10 minutes, how much do you need?

MR. YOYANOVICH: Can you give me 10?

CHAIRMAN STRAIN: Yes. So let's come back at 11:40 and try to finish up.

COMMISSIONER HOMIAK: Can I just -- so basically we're just going back to the last Exhibit C in my last packet.

CHAIRMAN STRAIN: No, we're going to the one here. There will be three points -- there will be two points shown in the Exhibit C and then one paragraph describing the third point. The two points shown in the Exhibit C, you have one added where lot six is, which is up here, and then you're going to have this one here, and then there's going to be a discussion on that one within the PUD. Okay?

COMMISSIONER HOMIAK: Uh-huh.

CHAIRMAN STRAIN: Okay, Stan?

COMMISSIONER CHRZANOWSKI: Mark, can I make an observation while he's writing that up on the record?

CHAIRMAN STRAIN: Sure. Before then, yeah. What?

COMMISSIONER CHRZANOWSKI: Can -- Ray, can you put that LIDAR on the visualizer?

COMMISSIONER EBERT: Oh, good, Stan.

COMMISSIONER CHRZANOWSKI: That's the LIDAR of the site. Everybody knows what

LIDAR is. It's a topography. And bottom left-hand corner you see the range in grades. The blue I think is down around elevation nine and the red is probably up around elevation 13, 14, 15. The high ground is what's filled. The road, Veterans Parkway, Livingston, and the Verona Pointe parcel. And the blackout line is the Brandon PUD.

Now, Brandon, I understand is in here a lot because of what the Water Management District did. They finished their -- Brandon finished their PUD, Water Management District didn't like it, so they changed around their preserves. And that's one of the big reasons we're in here today.

Well, I got curious, because it seems like Brandon's retention area looked like the Della Rosa PUD to the west. So I looked up the Water Management District permit for the Della Rosa PUD and it's been rejected ever since I guess a couple of submittals. And I'm thinking, well, they rejected Brandon, now they're rejecting Della Rosa. Della Rosa's probably going to come back in for a change if they can't get something worked out.

And then I looked to the right, to the east, and I'm looking at these parcels we're talking about accessing and they're all low. And they even have a lip around them to hold water in from getting onto Brandon.

And I would just like to remind the people that are involved with those parcels that you're probably going to have the same problem these other people had. And I would prefer not to see you twice, really.

COMMISSIONER EBERT: Very good, Stan.

COMMISSIONER CHRZANOWSKI: Simple observation.

CHAIRMAN STRAIN: Appreciate it, Stan. We'll give Richard a few more minutes so --

MR. YOVANOVICH: My clock didn't start.

CHAIRMAN STRAIN: Your clock started. He was talking --

MR. YOVANOVICH: I was intently listing to --

CHAIRMAN STRAIN: You were not. You were doodling. 11:40 we'll resume.

MR. YOVANOVICH: He said he didn't want to see me twice.

CHAIRMAN STRAIN: Cherie', we'll break. 11:40 we'll resume. Thank you.

(Recess.)

CHAIRMAN STRAIN: We're going to go back on record.

During the break, I was talking with Ray Bellows. He had just gotten information on one of the other issues we discussed and that is the deviations that pertain to the Code of Laws. One of those was moved back into the LDC in the last go-around and that was the one I believe on the lake excavation. But the other one was left -- was actually not approved to be moved back in the Land Development Code and was specifically left in the Code of Laws.

So I think the best thing this board can do as one of the stipulations to the Board is to take notice that that's a Code of Laws issue and probably whatever process that needs to be handled, I think John mentioned it may even be done administratively.

MS. ASHTON-CICKO: Well, we have proposed language that Mr. Vanasse has that's going to resolve the issue. Yeah, he has the changes to the deviations page to put on the visualizer.

CHAIRMAN STRAIN: Why don't we do that now while Richard's still trying to spell.

MR. VANASSE: Sounds good.

MS. ASHTON-CICKO: We don't have the correct LDC site for the tangents, but --

MR. VANASSE: So the first change is associated with the deviation for tangents. So right now we don't have the exact section number. I discussed it with Ray. Ray tried to find it in the code. We haven't figured out what that section number is. But we -- before we go to the Board, we'll have that number inserted in there.

CHAIRMAN STRAIN: Okay.

MR. VANASSE: The next one associated with the excavation, we talked to Heidi and the language that's there was what was proposed by Heidi. Want me to read that for the record?

CHAIRMAN STRAIN: No, I mean, I can just -- yeah, you can read it for the record. I mean, I see what it says. But wasn't the engineering -- our county engineer here last time. Mark, didn't you consult with him and he wanted to defer that to this board for review?

MR. VANASSE: What we asked him is can we remove this completely and just deal with the administrative approval. He felt he's reviewed it, he has no objection to it whatsoever. He just felt that by vetting it through the CCPC was one more entity that had reviewed it.

CHAIRMAN STRAIN: Okay. Well, I'm fine with leaving it in and that language added to it provided the county engineer doesn't have any objection to the language as well.

Is that okay with everybody else?

COMMISSIONER CHRZANOWSKI: Yeah, that was my memory of what Jack said.

CHAIRMAN STRAIN: Okay, good.

MR. VANASSE: And the last one with the boundary markers, we made a slight change that hopefully clarifies that it's one for each roadway.

CHAIRMAN STRAIN: Did you have that on here?

MR. VANASSE: Yep.

CHAIRMAN STRAIN: Okay. Well, it says in the first sentence, which permits two ground signs per entrance. Oh, that's -- you're referencing the LDC section. Okay.

Heidi, you fine with that?

MS. ASHTON-CICKO: Uh-huh.

CHAIRMAN STRAIN: Okay. And now the writer.

MR. YOVANOVICH: Now, believe it or not, this is my best penmanship. With that caveat.

CHAIRMAN STRAIN: Holy cow.

MR. YOVANOVICH: I'll read it to you, because my -- you have to understand everything that's there.

It says: Developer shall provide an access easement -- and I put to the Center Point Church parcel. And if it's a different name, we'll fix that.

CHAIRMAN STRAIN: I understand.

MR. YOVANOVICH: The access easement shall be located in the southeast corner of the RPUD property.

The access easement shall not exceed one-tenth of an acre in size. The access easement shall be subject to a conservation easement.

The Center Point Church property owners shall design, permit, mitigate and construct the access. In addition, the owner of the Center Point Church parcel shall not permit access in the access easement until the South Florida Water Management District and Army Corps of Engineer modifications to revise the entry location along Veterans Memorial Parkway are approved.

And those we expect to be -- we're in the process of doing that. We expect that approval to occur relatively shortly. It's minor things that we have to provide to get that completed.

CHAIRMAN STRAIN: Okay, the third sentence down, the access easement shall be subject to a conservation easement.

MR. YOVANOVICH: Yes.

CHAIRMAN STRAIN: Which may be modified?

MR. YOVANOVICH: Yeah, we can add which may be modified.

CHAIRMAN STRAIN: Okay, that's fine. That's just to clarify. And then --

MR. YOVANOVICH: Can we add which may be modified at Center Point -- the owner of the Center Point property's expense?

CHAIRMAN STRAIN: Yes.

There was another point I wanted -- when you put it back up there.

MR. YOVANOVICH: Oh, sorry.

I can't tell if I'm close to being in the right --

CHAIRMAN STRAIN: You've got to use a mic, Richard.

MR. YOVANOVICH: I'm trying to get it on here right so you can see it.

Does that show you what else you need to modify?

CHAIRMAN STRAIN: No, the only two other points I want to suggest is that this is an additional access point possibility in addition to the two that are on the master plan.

MR. YOVANOVICH: What I believed we were going to do --

CHAIRMAN STRAIN: I don't want this to be conceived as taking away from the end of the cul-de-sac.

MR. YOVANOVICH: What we were going to do is identify on the master plan the interconnections and use basically the same language that already exists for the interconnections, the two that already exist. And we were just going to change the locations of those. Because there's already language in the PUD.

CHAIRMAN STRAIN: No, I understand. Right. But the way this reads, I don't want anybody to assume that if this is issued you're taking away the one to the cul-de-sac.

MR. YOVANOVICH: I understand.

CHAIRMAN STRAIN: Okay. Well, that's all I'm saying, we need to make sure this is in addition to the entrance as shown on the master plan.

MR. YOVANOVICH: And they may elect not to do the interconnection.

CHAIRMAN STRAIN: I agree. Right. So the added sentence to this, this is in addition to the interconnection shown on the master plan.

MR. YOVANOVICH: Okay. You've got better handwriting, correct?

CHAIRMAN STRAIN: And at some point --

MS. ASHTON-CICKO: Can I ask a question?

CHAIRMAN STRAIN: Go ahead.

MS. ASHTON-CICKO: I'm sorry.

Well, you just took it off, but that last sentence that talked about the permitting for the Army Corps and the South Florida Water Management for the entry point, you were talking about the entry point to the Brandon RPUD, correct?

MR. YOVANOVICH: Yes.

MS. ASHTON-CICKO: That needs to be clarified, that the modification to revise the entry location to Brandon RPUD along --

MR. YOVANOVICH: Okay.

MS. ASHTON-CICKO: -- Veterans Memorial. Okay.

CHAIRMAN STRAIN: Okay. So you're going to clarify that and you're going to clarify this as an addition to the two points that are on the master plan. And then the last thing is the time frames.

MR. YOVANOVICH: And that's going to go into the existing -- I've got to find that. Does anybody have the existing amendment handy with the developer commitments? Here we go.

CHAIRMAN STRAIN: It would be -- yeah, Diane's got a question too.

It would be Exhibit F, the first paragraph, I believe.

MR. YOVANOVICH: Yeah, I'm pulling that up right now.

We would have to add -- we would add to this paragraph, I believe it is, and we'll make it plural, because there's -- I may have the older language, I take that back.

MS. ASHTON-CICKO: Yeah, that's the old language.

COMMISSIONER HOMIAK: Yeah, that's old.

MR. YOVANOVICH: Thank you.

And we'll add to this paragraph right here the three-year limitation.

CHAIRMAN STRAIN: And that will occur -- three years after you'll notify by certified mail the adjoining property owners that your South Florida Water Management District and Army Corps of Engineers permits have been issued.

MR. YOVANOVICH: Correct.

CHAIRMAN STRAIN: So time table could go on forever if you fail to notify, right?

MR. YOVANOVICH: Correct. The three-year clock starts when I notify the adjacent property owners that we've gotten our permits.

CHAIRMAN STRAIN: Okay, Diane?

COMMISSIONER EBERT: Yes, one quick question.

Rich?

MR. YOVANOVICH: Yes, ma'am.

COMMISSIONER EBERT: The entrance through the cul-de-sac, that is at no cost to them except where they start on their property at the end of the cul-de-sac?

MR. YOVANOVICH: No, that's never been the deal. The deal has always been that there is going to be -- and they're doing the same thing regarding the seven property owners. There's going to be a cost-sharing agreement. I'm not building them a free road. They're going to be paying for their fair share of the road.

I mean, if they're -- if we're 204 units and they're 204 units, we'll have to come up with an appropriate formula for how they share in the cost of that road.

COMMISSIONER EBERT: So it will be just the cost of that road going straight --

MR. YOVANOVICH: And if we're going to be a gated community, they're going to help share in the cost of the gate. If they want to have -- and we're probably going to insist that they have their own gate on their property. It's just like, you know, they're going to be a separate little community coming through our community.

CHAIRMAN STRAIN: Okay, on the --

MR. YOVANOVICH: But that's always been the -- that language already provides for that.

COMMISSIONER CHRZANOWSKI: So the cul-de-sac is going to be like a roundabout, eventually.

MR. YOVANOVICH: Yeah, or I guess it could be a straight shot if -- it depends on --

COMMISSIONER CHRZANOWSKI: If they take out the cul-de-sac.

MR. YOVANOVICH: Yeah.

MR. CHRZANOWSKI: Okay.

CHAIRMAN STRAIN: Anybody else?

(No response.)

MR. YOVANOVICH: I think we'll be way ahead of that.

CHAIRMAN STRAIN: From staff's perspective, is there anything that needs to be clarified?

MR. SAWYER: Yeah, I would just like to make sure that the language that we got from Rich is what we need to have. So possibly if Heidi and I can take a few couple of minutes to go over it?

MR. YOVANOVICH: I mean, I'm sure -- fine, if they've got grammatical changes or a little tinkering they want to make to it. I would think the concept's there, if you guys are comfortable.

CHAIRMAN STRAIN: I don't have a problem with the concept. I think we can modify it between now and the Board hearing and if there's a problem, they could object to it at the Board hearing.

MR. YOVANOVICH: Right.

CHAIRMAN STRAIN: I mean, I doubt if this is going to go on consent anyway.

MR. YOVANOVICH: Well, it would be nice if we can find out from the church and the buyer of the church property if -- and Mr. Kermani if what we're proposing is acceptable to them. I'd hate to think that we did all of this and it's been a one-sided discussion.

CHAIRMAN STRAIN: Well, I mean, if they want to -- I think the risk to counter the proposals worked out today could go detrimental to either side at this point, because when you get into the public process you may find that there are certain points of property rights that may be stronger than others and who knows where it'll go. So it may be a good thing to accept what was worked out here today and go forward with that, but that's up to you all and how you move forward with things.

MR. YOVANOVICH: Well, I mean, I proposed it, I just would like to know if we're there. If they don't want to tell us, they don't have to tell us, I guess.

CHAIRMAN STRAIN: I think the only party I'd be interested -- Tim, do you have any comment on this language, since we're here today and trying to work it out, so it doesn't get slaughtered as it goes forward?

MR. HANCOCK: Again, for the record, Tim Hancock.

At the last break, along with Mr. Minhas with LandQuest -- I keep butchering your last name, Max, I apologize -- and the church, the truth is we just don't have enough information to say that we have no objection. We don't know what the cost of the roadway's going to be, we don't know how much of their guard gate we're going to have to pay for. We don't know -- you know, we're not in a habit of putting access easements through conservation easements as a rule, so we have to evaluate this and determine whether or

not we can accept it, and we just don't have enough information to do that today.

We'll work very hard with them and if by the time we get to the Board we have no objection, we'll be happy to state that. But at this point we just can't come up here and say yeah, it looks good to us. We just don't know --

CHAIRMAN STRAIN: Just so you know, at the last time this came around, I think the similar thoughts were contemplated and that's why paragraph I, which is now B, was added. And basically it addressed the inability to have all those things resolved at a public meeting and they'd be resolved in the future. Or in the alternative, as provided by general law.

Mr. Bloom, who was here and there was an attorney representing a group of the landowners before worked this out with Mr. White and they basically said if they couldn't come to an agreement then they would rely on general law to effect the language. So I'm suggesting that may be your opportunity too.

MR. HANCOCK: Thank you.

CHAIRMAN STRAIN: Okay. Anybody else?

(No response.)

CHAIRMAN STRAIN: Okay, staff, do you have anything you want to add?

Mike, I'll work with you as best I can to make sure we get everything as clear as possible.

MR. SAWYER: It will be a joint effort.

CHAIRMAN STRAIN: Okay. I think with that then we've basically resolved that we have a draft with corrections offered today. And we have some new suggestions for the changes to the interconnections plus a on-record statement as to the general language that's going to be developed to finalize it as a paragraph within the PUD for the one new access point to the south.

With that in mind, is there anything else from the Planning Commission that we need to elaborate on or add to?

(No response.)

CHAIRMAN STRAIN: Anybody have any other questions?

(No response.)

CHAIRMAN STRAIN: If not, is there a motion?

COMMISSIONER CHRZANOWSKI: Yeah, I'll make a motion to approve PUDA-PL20130001056, with all the additions that you made to the motion.

CHAIRMAN STRAIN: Is there a second?

COMMISSIONER HOMIAK: Second.

COMMISSIONER DOYLE: I'll second.

CHAIRMAN STRAIN: Discussion?

(No response.)

CHAIRMAN STRAIN: I don't see any problems at this point. I think they all -- we've got enough on record, we'll be able to pull the record up and clarify everything before it goes to the Board.

So with that in mind, I'll call for the vote. All those in favor, signify by saying aye.

COMMISSIONER DOYLE: Aye.

COMMISSIONER EBERT: Aye.

COMMISSIONER CHRZANOWSKI: Aye.

CHAIRMAN STRAIN: Aye.

COMMISSIONER HOMIAK: Aye.

COMMISSIONER ROMAN: Aye.

CHAIRMAN STRAIN: Anybody opposed?

(No response.)

CHAIRMAN STRAIN: Motion carries 6-0.

Okay, I think that takes us to the end of our agenda.

MR. YOVANOVICH: Thank you.

CHAIRMAN STRAIN: Thank you.


Old business, there's none listed.

New business, we don't have any.

Is there a motion to adjourn?
COMMISSIONER ROMAN: So moved.
CHAIRMAN STRAIN: Seconded by?
COMMISSIONER EBERT: I'll second.
CHAIRMAN STRAIN: Diane.
All in favor, signify by saying aye.
COMMISSIONER DOYLE: Aye.
COMMISSIONER EBERT: Aye.
COMMISSIONER CHRZANOWSKI: Aye.
CHAIRMAN STRAIN: Aye.
COMMISSIONER HOMIAK: Aye.
COMMISSIONER ROMAN: Aye.
CHAIRMAN STRAIN: Anybody opposed?
(No response.)
CHAIRMAN STRAIN: We're out of here. Thank you everyone.

There being no further business for the good of the County, the meeting was adjourned by order of the Chair at 12:00 p.m.

COLLIER COUNTY PLANNING COMMISSION



MARK STRAIN, Chairman

These minutes approved by the board on 4-3-14 as presented or as corrected _____.

Transcript prepared on behalf of Gregory Reporting Service, Inc.,
by Cherie' R. Nottingham.