

**DEVELOPMENT REVIEW COMMITTEE, PASCO COUNTY, FLORIDA**

**MINUTES**

**THE MINUTES WERE PREPARED  
IN AGENDA ORDER AS  
PUBLISHED AND NOT IN THE  
ORDER THE ITEMS WERE HEARD**

**MAY 26, 2011**

**1:30 P.M. – West Pasco Government Center, Board Room  
7530 Little Road, New Port Richey, FL 34654**

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DEVELOPMENT REVIEW COMMITTEE

ADVISORY STAFF

John J. Gallagher  
County Administrator  
Michael Nurrenbrock  
OMB Director  
Daniel R. Johnson  
Assistant County Administrator  
(Public Services)  
Bruce E. Kennedy, P.E.  
Assistant County Administrator  
(Utilities Services)  
John Walsh, CEcD  
V.P., Pasco Economic Development Council  
Chris Williams  
District School Board of Pasco County

Richard Gehring  
Growth Management Administrator  
James C. Widman, P.E.  
Engineering Services Director  
Debra M. Zampetti  
Zoning/Code Compliance  
Administrator  
Lee Millard  
Assistant Zoning/Code Compliance  
Administrator

LEGAL COUNSEL

David A. Goldstein  
County Attorney

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CALL TO ORDER

Chairman Gallagher called the meeting to order at 1:31 p.m.

## **ROLL CALL**

Ms. Beverly Beeson, Deputy Clerk, called the roll. All members were present.

Ms. Beeson swore in everyone who planned to give testimony.

The proof of publication was provided to the Clerk.

## **MINUTES**

There were no minutes for approval.

## **PUBLIC HEARINGS**

### **VARIANCE PETITIONS**

#### **OTHERS**

- P1 CONSENT - Zoning Variance Petition-HCA Health Services of Florida, Inc./Medical Center of Trinity-Petition to increase the maximum allowable sign structure area from 150 square feet to 204 square feet for a wall sign in a C-2 district.**  
**Memorandum ZN11-2034**  
**Recommendation: Approval with conditions**  
**Comm. Dist. 3**

Chairman Gallagher asked for a motion to approve the Consent agenda.

**MR. NURRENBROCK MOVED** approval.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**P2 Zoning Variance Petition-Sunlake Equity One, LLC/Concord Station- Placement of a monument sign outside terminus of a previously platted/approved MPUD; 2) Place a residential sign off-site in nonresidential district; 3) Increase maximum height of a monument sign from 11' to 30' in a nonresidential district; 4) Increase maximum monument sign structure from 200 sq. ft. to 500 sq. ft., m.o.l.; 5) Reduction of a setback for a monument sign both from the right-of way line, from 5' to 2.34', east property line, and 5' to 4.15', along south property line/MPUD district**

**Memorandum ZN11-2029**

**Recommendation: Denial**

**Comm. Dist. 2**

Mr. Lee Millard, Assistant Zoning/Code Compliance Administrator, explained the item and gave the location of the property. The applicants had requested 5 different items for a variance. He noted there were several sign violations that were prohibitive by the Sign Ordinance. A letter of objection had been received from one of the co-applicants, Sunlake Equity One, who stated they had tried to have the sign easement terminated and did not support the variance for the sign which was on their property. Staff recommended denial.

Mr. Michael Brooks, the representative for Concord Station LLP, addressed the letter from Sunlake Equity One. He stated Concord Station was the applicant and not Sunlake Equity One. He thought Sunlake Equity One may have been objecting to the easement and what was being proposed. His client was asking to place a residential sign where it would be more appropriate instead of where it would be allowed under the regulations.

Discussion followed regarding the scale and size of the sign; Sunlake Boulevard; the road phasing plan from the Development Agreement; Concord Station would provide the R-O-W; who would pay for the construction of the road; who would pay for the remainder of the road; a collector road serving the subdivision; provision for a subdivision terminus sign; Mentmore Boulevard; the equity and fairness of the variance process; legal right for signage placement on the property; exceeding the scope of the easement; the regulations and ownership had changed; and an identifier to the residential area.

There was no public comment.

**MR. NURRENBROCK MOVED** approval of Staff's recommendation.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**P3 Zoning Variance Petition-Trinity Corporate Holdings, Ltd./Trinity Corporate Center-Petition to reduce the required minimum separation between two ground signs from 300 feet to 95 feet for a parcel having more than 600 feet of public street frontage in an I-1 district.  
Memorandum ZN11-2030  
Recommendation: Denial  
Comm. Dist. 3**

Mr. Lee Millard, Assistant Zoning/Code Compliance Administrator, explained the item and gave the location of the property. The applicant was requesting a reduction in the required minimum separation between two ground signs allowing them to place the signs less than 300 feet apart. Staff had suggested to the applicant several different alternatives within the Land Development Code without necessity of a variance. Staff recommended denial.

Mr. Clarke Hobby, the representative for the applicant, explained that the sign code did not do an adequate job of addressing a non-residential multi-use development. His sign was intended to create an entry feature on the south side of the property for Trinity Boulevard. He explained why the options suggested by Staff were not acceptable.

Discussion followed regarding a monument sign in the north side medium; the roadway had been dedicated to the County; the applicant did not own the roadway, one sign would not be adequate for the users; providing Pasco Opportunity Program (POP) to the site to attract users for the industrial and office; framing the entryway similar as in a residential development; specific provisions of the Comprehensive Plan encouraged processes thru the site development process; Economic Development Policy 1.1.5; Sections 1.4.1 and 1.4.4 of the same section regarding permitting process; Section 4.7.7 of the GOP regarding SR 54/56 Corridor roadway signage flexibility and design; reasons why two signs were needed; signage on lots closest to Trinity Boulevard and the easements; marketability of the sites; deed restrictions of the property; a premature variance; sign limitations; and the speed on the roadway.

Mr. Hobby requested the item be continued for further discussion with Staff.

**MR. NURRENBROCK MOVED** to continue the item to June 9, 2011, 1:30 p.m. in Dade City.

There was no public comment.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**P4 Class I, Advance Auto Parts - Wesley Chapel Variance Request (IPR96-097)-  
Discount Auto Parts, Inc-Location: On the north side of S.R. 54,  
approximately one-half mile east of I-75; Section 07, Twn 26 S, Rng 20 E  
Memorandum ZN11-280  
Recommendation: Denial  
Comm. Dist. 2**

Ms. Corelynn Burns, Planner I, explained the item was a continuance from the last DRC meeting. She gave the location of the property. The applicant had requested a variance in order to provide 11 parking spaces in a Category 1 Wetlands area. Staff recommended denial.

Chairman Gallagher gave an overview of what had occurred at the last DRC meeting. The property had gone to mediation. The County was going to purchase the property for 1.8 million dollars. The applicant had wanted to keep the business at the location for a couple of years. The rent they offered the County was below market. He made an offer and was counter-offered by the applicant. He asked the applicant if he wished to meet with him and resolve the issue.

Mr. Louis Garlicci, the representative for the applicant, stated he would like to pursue the item. As part of an approval agreement he offered to work out a rent structure.

Chairman Gallagher stated to the applicant that he would receive either an approval or denial today and would need to make a choice.

Mr. Garlicci said he would forward on the item. He explained what had occurred since the 21<sup>st</sup> of April DRC meeting. As a result of an eminent domain action by the County, 11 of the spaces were within the take and eliminated. Advance Auto wanted to replace those spaces and asked for a variance to reinstate those 11 spaces.

Discussion followed regarding the evaluation for reasonable use of the land; an eminent domain condemnation action; the 11 parking spaces would not allow Advanced Auto to operate at capacity; a two-year permanent agreement for the purchase of the remainder of the property; a failed business deal; the wetlands; Section 702.6a; and a permit granted by Southwest Florida Water Management District (SWFWMD).

Mr. Garlicci mentioned that Mr. Fitzgerald, their Construction Manager, had indicated Advanced Auto to go forward with the business deal. He noted Mr. Woods, an Engineer, was present and could assist in describing the wetlands.

Chairman Gallagher told Mr. Garlicci that he had not satisfied the Chief Assistant County Attorney's request regarding the reasonable use.

Mr. Garlicci answered that this was not a reasonable use. In order for a business to survive it had to have sufficient parking and this had also violated the Code. He requested a moment to speak to his client.

**CHAIRMAN GALLAGHER REQUESTED A 5 MINUTE BREAK FROM 2:19 P.M. UNTIL 2:24 P.M.**

**CHAIRMAN GALLAGHER RESUMED THE MEETING AT 2:24 P.M. ALL DRC MEMBERS WERE PRESENT.**

Mr. Garlicci requested the item be continued to the next meeting. He noted that he would work on obtaining an executed agreement.

**MR. NURRENBROCK MOVED** to continue the item to June 9, 2011, 1:30 p.m., Dade City.

Chairman Gallagher noted that June 9<sup>th</sup> would not give all of the parties enough time to work on the item.

Mr. Nurrenbrock withdrew his motion.

**MR. NURRENBROCK MOVED** to continue the item to June 23<sup>rd</sup>, 2011, 1:30 p.m., New Port Richey.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

There was no public comment.

**P5 Wiregrass Ranch DRI/MPUD Conceptual Master Parks Plan Neighborhood Parks Variance Amendment-Locust Branch, LLC-Location: South Central Pasco County, east of S.R. 581, south of S.R. 54 and approximately 3 miles west of Morris Bridge Road on about 5,118 acres.  
Memorandum PGM11-84  
Recommendation: Approval with conditions  
Comm. Dist. 2**

Mr. Richard Gehring, Growth Management Administrator, noted by moving R1 to the Consent agenda, they were able to place all of the Wiregrass items together. Handouts were distributed and noted there were items that still required discussion for decision.

Ms. Cynthia Spidell, Sr. Planner and DRI Coordinator, explained the MPUD rezoning was for the entire DRI boundary. The reason for having 4 items together was that in

order for the MPUD to proceed there were other components that needed to be considered by the DRC at the same time as the MPUD. Those components were the Conceptual Master Parks Plan, the Master Bike Pedestrian Plan and the Master Roadway Plan. The Conceptual Master Parks Plan had to be considered because of a prior variance by the DRC which had conditions of approval associated with it to the Neighborhood Parks Ordinance. The Master Bike and Pedestrian Plan also had the same variance and conditions of approval which necessitated that it be considered at the same time. The connectivity between the Master Bike and Pedestrian Plan and the Master Parks Plan had to be demonstrated. The Master Roadway Plan (MRP) was a Development Order requirement for the Development of Regional Impact (DRI). It required the MRP for the entire DRI also be considered with the MPUD rezoning within an ultimate deadline of no later than 180 days from the effective date of the Development Order (DO).

The first item presented was the Conceptual Master Parks Plan and the amendments to the prior parks variance. She explained what the existing DO requirements were and what was being proposed. A Public/Private Partnership Parks Agreement would still be required detailing how the partnership would work. The latest proposal centralized the park and would consist of 40 acres of community park active recreation publicly owned and conveyed to the County. There was another 40 upland acres of active recreation intended to be privately held with public access and 80 acres of a potential passive park and privately owned with public access.

Discussion followed regarding consolidation of the land, requests for proposals, a private/public partnership agreement; the amount of district acreage being given up; the amount of public access allowed; and the 120 acres considered public/private.

Staff recommended approval of the Conceptual Master Parks Plan and recommended approval of the conditions for the variance. As a result of the ongoing negotiations, the developer was present and was prepared to walk the Committee through the proposed changes of the Parks Variance Conditions. Staff was in agreement with the proposed changes.

Further discussion followed regarding the upland acres; clarification of the term corridors; the location of 65 acres within the neighborhood pods; and the conditions in the variance.

Mr. Nurrenbrock noted a concern with the language listed on page 58 of the package that had a reference to the National Tennis Center.

Chairman Gallagher suggested language be added other than the National Tennis Center.

**MR. NURRENBROCK MOVED** to add language on page 58 of the package if adopted to read "including the former National Tennis Center site" so that there would be no confusion.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Mr. Bill Merrill, the representative for applicants Wiregrass Ranch, Locust Branch, LLC, and the Porter family, explained the additional changes that were made and had been agreed to by Staff. Most of the revisions were in regard to the Master Park Plan and the Neighborhood Parks Variance. The Master Parks Plan had a correction made on the map in the Parks Tabulation portion. The only changes were the words District and Community were flip-flopped and should read, "65 acres of neighborhood parks, 40 acres proposed public community park, 40 acres proposed public/private district park (active), 80 acres proposed public/private district park (passive)."

Discussion followed regarding what the standard was for a district park; what the ultimate use would be; how much would be public/private; concern for the wetlands and retention areas; a public use park privately owned; a conceptual plan; subject to ultimate approval and trade-offs; district parks; and athletic fields.

Mr. Merrill continued explaining the conditions that had been distributed to the Board. The blue represented the existing changes within the packets; the red changes were identified on the main document and also each change was identified on an individual page. There were 5 agreed to changes made with Staff and the Parks Department.

Chairman Gallagher asked Mr. Buckman if he had seen the changes and if they were acceptable to him.

Mr. Rick Buckman, Parks and Recreation Director, said he reviewed the changes and generally agreed with them.

Chairman Gallagher stated that if Mr. Buckman and Mr. Johnson agreed with the 5 changes there was no need to read them into the record.

Mr. Merrill stated he had reviewed the changes with both Mr. Buckman and Mr. Johnson. The first change was in paragraph one, which everyone had agreed to. That information was also added into paragraph two. Everyone agreed to Paragraph two. It stated that this variance was expressly conditioned on developing and agreeing with the County and having a Master Parks Agreement approved by the Board of County Commissioners. It would include the various issues such as: the respective locations, configurations, contemplated uses, ownerships, contemplated types of facilities, conditions of dedication or grant of public use easements, and such other terms and conditions as agreed upon between the Board of County Commissioners and the master developer.

Mr. Goldstein raised concerns that were not addressed in number Two because it did not address neighborhood park facilities in the Master Parks Agreement.



Mr. Merrill said the agreement did not exclude it nor did he intend to exclude it if it was something that was appropriate. He did not want to place it as a mandatory item.

Mr. Goldstein stated that he wanted it made clear that Mr. Merrill was agreeing on the regular ordinances and other terms and conditions as may be agreed upon that might include facilities and neighborhood parks.

Mr. Merrill stated for the record that the agreement may include other terms and conditions as agreed upon and may include issues related to neighborhood parks. Number 5f added language requested by Mr. Goldstein to reflect that there had to be some minimal amount of age-restricted units. Number 7 was a provision that addressed the discretion of the Board whether they wanted to give any credit with regard to additional acreage for district or community parks that would be credited to neighborhood parks. He mentioned that Staff did not have a full opportunity to vet out or determine in Number 5. This was requested by one of the property ownerships where they added "and trails" after neighborhood parks. He read into the record the new language, "Each parcel developer may revise the location(s) and acreages of the neighborhood parks and trails on their respective parcels, or portions thereof, without the approval of the Master Developer, provided the minimum acreage shown on the parcel shall be maintained and not be reduced without the Master Developer approval."

Chairman Gallagher asked if this was subject to the County's approval.

Mr. Goldstein stated that in order for it to be clear it should state, "...without the Master Developer's and County's approval."

Chairman Gallagher requested a motion.

Mr. Johnson asked for clarification before a motion was made. He asked if this would have to comply with the County Ordinance.

Mr. Merrill said that it would. He also pointed out that the proposed trail system was over 5 miles of trails thru the conservation and wetland areas. He anticipated the wetlands portion having boardwalks with a bird watching area that would be a major centerpiece for the ranch, residents, and visitors. He asked the DRC to accept the submittals with the conditions and the map for approval. He asked that in paragraph 5c to approve the amendment as suggested earlier by Mr. Nurrenbrock. He suggested taking out the section that stated, "...including the National Tennis Center" or it could simply say, "...including the former National Tennis Center."

Chairman Gallagher stated that the motion that was approved was that they would just reference the "former National Tennis Center" just as a location site.

Mr. Goldstein suggested the language to state, "...including the National Tennis Center site, if applicable..."

Chairman Gallagher requested that Mr. Nurrenbrock make a motion for that change.

**MR. NURRENBROCK MOVED** to revise his motion to read, "...including the National Tennis Center site, if applicable..."

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Mr. Goldstein noted that the DRC had not made a motion regarding making the change in Condition 5 subject to the County's approval.

Chairman Gallagher requested a motion.

**MR. NURRENBROCK MOVED** approval of the change to Condition 5 subject to the County's approval.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Mr. Johnson asked if Mr. Buckman had any comments to add regarding the plan.

Mr. Buckman said the biggest discussion would be when they pinned down the bigger parcels, who had ownership and who had control over who was being served. The overall concept was great to work with a development team and developers that showed their focus on a public/private park entity in the middle of the development.

Discussion followed regarding what activities the general public would be able to use at the site; the public ownership of only 40 acres and the private control of the rest; what the focus of the park would be; tourism versus serving the public; youth sports, tournaments, skate park, outdoor courts, and aquatic facilities would not fit on the 40 acres.

Mr. Goldstein asked Mr. Buckman if the County was giving credit against the land portion of the park impact fees for this land and if that was what the D.O. required. Because anything that the County was giving park impact fee credit for has to be open to the public and benefit the public. He agreed that the details needed to be worked out, but if they were using park impact fees it would have to be open to the public.

Mr. Johnson said he had expressed that concern to the developers on Tuesday.

**MR. NURRENBROCK MOVED** approval for the remainder of the changes that were included in the handouts received.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**MR. JOHNSON MOVED** to receive and file the documentation from Mr. Merrill.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

## REGULAR

### OTHERS

**R1 Class I, Carlson and Meissner Law Office (IPR10-035), Tree Reimbursement Request -Carlson and Meissner Properties, LLC-Location: On the south side of Massachusetts Avenue and north side of Belah Drive, approximately 1,060 feet east of Magnolia Valley Drive; Section 34,Twn 25 S, Rng 16 E  
Memorandum ZN11-381  
Recommendation: Approve  
Comm. Dist. 4**

Ms. Debra Zampetti, Zoning/Code Compliance Administrator, requested the item be included as part of the Consent agenda. Staff advised the DRC to recommend to the Board of County Commissioners authorization to process the requested reimbursement in the amount of \$4,870.00 from the Tree Mitigation Fund.

Chairman Gallagher requested a motion.

**MR. NURRENBROCK MOVED** approval of the item as stated by Ms. Zampetti.

Ms. Margaret Moore stated her name and address for the record. She had prepared the paperwork and invoice for the item.

There was no public comment.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**R2 Wiregrass Ranch DRI/MPUD Master Bicycle and Pedestrian Plan –Locust Branch, LLC-Applicant has submitted a Master Bicycle and Pedestrian Plan (Bike/Ped Plan) in accordance with MPUD Master Planned Unit Development Condition No. 34. Located on the east side of Bruce B. Downs Boulevard (S.R. 581), at the intersection of S.R. 56, north to the intersection of S.R. 54, and east approximately three miles, Section 7, 17, 18, 19, 20, 21, 28, 29 and 30, Township 26 South, Range 20 East.  
Memorandum PGM11-85  
Recommendation: Approval with conditions  
Comm. Dist. 2**

Ms. Cynthia Spidell, Senior Planner & DRI Coordinator, explained the item and noted that it was to be integrated into the Master Parks Plan. There were comprehensive plan subarea policies that contemplated pedestrian bridges and overpasses over SR 56 and Wiregrass Ranch Boulevard and consensus had not yet been reached with the applicant on this item. Staff recommended approval with one condition that the bike/pedestrian trails and sidewalks would be included on all site plans and would be finalized at the site plan level.

Discussion followed regarding future light rail bridges/pedestrian crosswalk over SR 56; future parking structures; the cost of the pedestrian crossings under ADA; adding language regarding future right-of-way; three potential crossings and overpass locations; and the current language in the subarea policy.

Mr. Bill Merrill, the representative for the applicants, stated he had nothing more to add, but would answer any questions.

Chairman Gallagher requested a motion.

**MR. JOHNSON MOVED** approval of Staff's recommendation.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**R3 Wiregrass Ranch DRI/MPUD Master Roadway Plan-Locust Branch, LLC- Location: South Central Pasco County, east of S.R. 581, south of S.R. 54 and approximately three miles west of Morris Bridge Road on about 5,118 acres  
Memorandum PGM11-86  
Recommendation: Approval with conditions  
Comm. Dist. 2**

Ms. Cynthia Spidell, Senior Planner & DRI Coordinator, explained the key components of the Master Roadway Plan. Mentioned was the transit corridor, the potential

realignment, the potential realignment of the realignment as a result of the PD&E, and potential transit stops.

Discussion followed regarding preserving the right-of-way; condition for incentivizing the benefits of transit oriented development; pipeline projects; internal roads; a matrix built into the timing and phasing portion designed for the Wiregrass traffic; how the new plan differed from the previously approved plan; and where Chancey Road would be built.

Ms. Spidell noted Chancey Road was one of Staff's changes that she had distributed to the members. East Chancey would be completed one year prior to build out and the performance guarantee would be completed by December 31, 2017. The matrix showed the unit triggers to provide connectivity, flexibility, and the trips that would be generated. This was found under Condition 2 on page 73.

Discussion followed regarding changing the language to construct or bond by December 31, 2017; the applicant's opposition to the 2017 date; the dedication of the R-O-W would be at the completion of the project or 90 days within the County's request, whichever occurred first; who would design the R-O-W; if the bond was for construction or the design and construction; if the bond included engineering; and additional language needed to make Chancey Road east clear.

Chairman Gallagher requested a motion.

**MR. NURRENBROCK MOVED** to change the language of the proposed Staff revision for Condition 2 to read, "...shall be bonded in an amount including design, construction, and permitting and continued on by December 31, 2017, and constructed one year prior to the Wiregrass Ranch DRI build-out date."

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Ms. Spidell stated Staff recommended approval with the modification as stated by Mr. Nurrenbrock.

Mr. Bill Merrill, the representative for Wiregrass Ranch and Locust Branch, LLC, stated his clients were in agreement with the MRP. He had two items he wanted to address. The first was the bonding issue and noted that it was not needed. The proposed 2017 date was two years prior to his clients 2019 build-out date and not 2023. If an additional four year extension was granted by the Legislature that would move it to 2023, requiring them to bond it well in advance of that date. This was not in their phase one improvements and was premature to go in that direction. He felt it should read, "...shall be bonded or constructed one year prior" with the language that was currently there. In the alternative rather than 2017, since the County was proposing to have that 2 years in advance of the current build-out, he suggested it read, "two years prior to build-out" for that portion of it. That would then allow them to go with that build-out that would be extended to 2023. Those were his client's requests.

Discussion followed regarding the Legislature had given the applicant 4 years; the extension date extended the mitigation, phasing, and build-out; and all dates would move back to 2023.

Mr. Merrill proposed a compromise to go with what Staff was proposing but instead of a fixed date of 2017 to use two years prior to the Wiregrass Ranch DRI build-out. It would allow that to be the same distance, currently 2017 and their build-out was 2019, that was the two years.

Chairman Gallagher proposed to Mr. Merrill if they were to have a bond three years ahead, the first phase of the bond would cover engineering, design and permitting, then two years out so that all of their money would not be tied up, if they were not ready to build it, the bond would be given to the County for construction.

Mr. Merrill asked for a moment to confer with his clients.

Mr. Goldstein wanted to make the DRC aware that the road network was similar to what DRC last approved; the only difference was that there used to be a road that went from the town center out to 581. What the applicant was proposing was a local road network connection which was different to what DRC had approved. He noted the roads on the map had been changed for the better and was a better connection than what had been approved before. Before the DRC approved this today, the applicant was now proposing that the road that would have gone from their town center to 581 was changed.

Chairman Gallagher asked Staff if there was an updated traffic analysis stating the road was not needed.

Ms. Spidell proposed that the applicant provide an additional north/south road; there were then multiple access points to Chancey, and reverse frontage road activity. The conservation corridor was being preserved for the trails and the park.

Chairman Gallagher asked if the park plan did not go forward what would happen with the road.

Ms. Spidell answered that the plans were conceptual and the County still had time to ask for interconnectivity at the subdivision site plan stage.

Mr. Goldstein said that what Ms. Spidell had said was in practice, but if the DRC were to approve the MRP then they could assume the County would not get that road.

Mr. Merrill stated he spoke to his clients. Their request was for two years prior to build-out for the permitting and engineering. He asked the County to consider two years prior to build-out for the permitting and engineering, as mentioned, and one year prior to build-out for the construction.

Chairman Gallagher said he was okay with that.

Mr. Merrill continued and said that it would be two in one, two years prior to build-out in the amount of engineering and construction, and one year prior to build-out for the bond for the construction amount. He noted that had he stated it wrong that it should be two years for permitting and design, and one year for the construction amount.

Chairman Gallagher asked Mr. Merrill to restate it again.

Mr. Merrill noted the language he thought he heard was, "Bonded in an amount including design, permitting, and construction by December 31, 2017." He would like it changed to read, "Bonded in an amount including permitting and design one year prior to Wiregrass DRI build-out and bonded in an amount including construction."

Discussion followed regarding when the bond would be received to build the road; the duration of the bond; the danger if the bond was to expire; bond obligations and requirements; the build-out date was 2019 and the Legislature granted a 4 year extension to 2023; changing the build-out date to 2020 and if not a bond would be required for design, construction and permitting; the MRP only went before the DRC; details of the performance bonds/guarantees were generally found in the Development Agreement; and this particular road was not one of the DRI pipeline projects and may not have been addressed in the DA.

Mr. Goldstein noted that the applicant would have to complete a Development Agreement. He suggested adding language that the security and deadline for Chancey Road shall be addressed in the Wiregrass Development Agreement.

Mr. Merrill said his clients would be okay with that. He asked if further language should be added to read, "Shall be bonded and constructed in accordance with the Development Agreement."

Mr. Gehring noted this was a good clarification because the Governor had not yet signed the act and they were all supposing those dates, which were not in place at this point in time.

Chairman Gallagher requested a motion.

**MR. NURRENBROCK MOVED** to add language to read, "The security and deadline for Chancey Road shall be bonded and constructed in accordance with the Development Agreement."

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Mr. Goldstein asked Mr. Merrill to explain to the DRC the rationale for changing the road network in M21.

Mr. Merrill stated the rationale was primarily because of the massive wetland that went through. The original road would have gone straight across from Wiregrass Ranch and through the wetland crossing. Staff had gone out for the field visit and agreed that it was a nice wetland and did not want to cross it. It made more sense with or without the park to have it go north/south and cut over to Chancey because it would be a major intersection as well. They tried to have a lot of the connectivity and to protect some of the conservation area and where the trail would be. Overall it was a better plan which worked much better with the parks.

Discussion followed regarding having a grid system if the park did not go in; the usage of the parks as a TDC oriented park, a public recreational park; or a mixture of both; attendance at the June 28<sup>th</sup> Board workshop; obtaining direction from the Board if they wanted to do this; discussion with the Board regarding private/public partnerships; how much was open to the public; the structure of the plan would need to come forward in order to go to the workshop; concerns about the town center being a major focus; obtaining access east/west to Bruce B. Downs; an alternate grid and network road; the collector road from north to south; a grid system; the transit in the town center; connectivity across the boulevard; the connection through an elementary school site; conflict of parks recreational need for athletic field space; reserving the right-of-way; major access points on SR56, Wiregrass Ranch Boulevard, and Chancey Road; a better configuration for a reverse frontage road; all roads in M22 may be private; the vision of the project was to go more urban; Mr. Parikh said he liked the north/south road adjacent to Wiregrass Ranch Boulevard; and why there were private roads included in the plan.

Ms. Spidell suggested adding a dashed line that stated if the parks did not come to fruition then they would have to provide a connectivity road from Bruce B. Downs to the town center.

Mr. Merrill stated that he had difficulty because he did not represent the property and it was difficult for him to simply agree to that.

Ms. Spidell said that the owner of the property, Mr. John White, was present in the room. She restated that if the parks did not come to fruition then they would have to provide a connectivity road from Bruce B. Downs to the town center, and if the park comes they would go along with a different roadway network.

Mr. John White, Sierra Properties, stated the road was intended to serve the residential community in M22. It was never intended to be a cut through from Chancey to Bruce B. Downs. He did not believe that it should be a public road regardless of whether the road would cut through the conservation corridor directly to Wiregrass Ranch Boulevard.



Chairman Gallagher asked Mr. White if Sierra owned all of M22.

Mr. White said Sierra owned the area from north of the hospital up to Chancey and also the area up to the north which was about a 1,000 acres.

Discussion followed regarding who owned the power line north of the wetland; placing a roadway where the power line was or adjacent to that area; huge wetlands in both locations; and no value in adding an east/west roadway.

Mr. Goldstein suggested the simple solution should be that the County would determine what the road network should be around the park when the Master Parks Agreement was completed.

Mr. Merrill stated as to Wiregrass, he agreed to what Ms. Spidell had suggested. If the park did not go in then the M21 road, the collector road, it would revert back to the previous requirement that was in the current MRP plan, which was the road that went all the way through and which was public. He noted that it may not even be this exact park plan, because the County may want to change it too, but a park plan that was satisfactory to the County and the applicant did not go through, they would revert to the previous condition. He was willing to agree to something like that.

Mr. White stated that it was not his preference, but he would agree to that rather than obliging him to open up the internal road to a public road.

Chairman Gallagher requested a motion that if the park or some part of this park does not get approved by the Board of County Commissioners then it would revert back.

**MR. JOHNSON MOVED** that if the park plan within M21 variance or something along that line did not get approved then the County would revert back to the original east/west alignment from 581 over to Wiregrass Boulevard.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Mr. Merrill proposed some changes in Condition 12 paragraph 3 regarding TBARTA language. He distributed the changes and noted he had run them by Staff and that the County Attorney had not objected to them.

Ms. Spidell stated she was not sure if the MPO was 100% on board with this condition and noted that Mr. Jim Edwards was present just in case.

Mr. Goldstein clarified for the record that though he did not object to the condition he did not love this condition.

Mr. Merrill continued to explain how the paragraph addressed the conceptual aspects of TBARTA which had not yet occurred on the site. The key issue was reserving the right-

of-way. He felt at the site plan stage that anyone coming in should not have to reserve the r-o-w. If the site plan did not accommodate it then the penalties or disincentives should occur. He felt it was premature to give the r-o-w.

Discussion followed regarding what the difference was between accommodating and reserving the right-of-way; the time period for TBARTA to start; preserve the r-o-w by not building in it; credits and mobility fees; private accommodations by contractual provisions; the width of the corridor; taking out the reservation of r-o-w language; leaving the word accommodate in the language; and removing the word premium from the language.

Mr. Jim Edwards, MPO, said the corridor shown was a defined corridor with a 50 foot envelope on the general alignment. He stated the County needed to keep their foot in the door.

Chairman Gallagher stated if the County and the developer had to wait for TBARTA on this project the corridor would be gone, sold off, and millions of dollars would have to be spent to recreate the corridor.

Mr. Edwards suggested not to wait for TBARTA, but the County could run express bus transit service on an exclusive corridor there because there was a strong demand for it. The portion of 581 to the south of SR 56 could be a dedicated lane for transit. Once in the Wiregrass area the County would need to have an exclusive corridor to operate in.

Mr. Goldstein spoke regarding giving the applicant some prop share credit and mobility fee credit for the corridor, but the applicant had not added it into the conditions so that it would happen.

Chairman Gallagher said he had heard today that the Governor had pulled the funds from TBARTA and he was unclear what would mean.

Mr. Merrill stated if he were to reserve the r-o-w now and it was in the wrong location because the PD&E Study had not been done it would be a major problem. The second item was that before the County was pressing Wiregrass about TBARTA, they had representatives on TBARTA and were working with them. The Porters' brought this forward because they wanted this and encouraged this, but they wanted to do it their own way because it was a legacy project. He was the one that came up with the alignment and not TBARTA because they felt it was the best alignment. TBARTA was considering it as one of their potential alignments for this area. TBARTA's original alignment was along Bruce B. Downs and not through Wiregrass. He did not want something that was a voluntary thing by the Porters' to better their community and turn it into something that was overly regulated.

Chairman Gallagher asked Mr. Porter for his help in accomplishing what they both wanted to be done regarding the corridor.

Mr. Don Porter said that it was an “out of left field” question and he would rather think about it and then he would give him an answer.

Discussion followed regarding if the document had gone to the County Commissioners; possibly moving the condition to the MPUD so that the Board could consider it; and TBARTA should be part of the discussion.

Mr. J. D. Porter stated he had met and visioned with Mr. Gehring and were addressing it. What they were doing was contractually with individual buyers. They were dealing with this to make sure that the corridor was protected and in place now. It was just not the appropriate time at this level. They wanted to be able to address it, if it was BRT, rail, or whatever it was, and did not know how many times that it would change. They knew that this was the focal point of the mass transit for Wiregrass and they would take it where they want it to be. They were handling it contractually with everyone who came through the door.

Discussion followed regarding what was being done contractually with the right-of-way; concerns of dedication and permitting; the PD&E Study; leaving the r-o-w language in the MRP; the r-o-w language would be addressed by the DRC; agreed to reconvene in 18 months; a site plan on M11 and reserving r-o-w on it; changing the condition so that the Master Developer did not reserve the r-o-w; clarification on what reserve meant versus what dedicate meant; imposing penalties if the applicant did not deliver; and taking away the various TOD and other incentives.

Mr. Merrill stated he would agree to what Mr. Goldstein had suggested if that was something the DRC wanted to consider. He noted that it would give him certainty and would still impose penalties upon them if they did not deliver.

Chairman Gallagher stated his goal was to try and preserve the corridor so people would not build in it. He asked Mr. Goldstein what he thought.

Mr. Goldstein stated if the applicant did not deliver then the DRC would not receive any incentives. The County had a zero rate for mobility fees for TOD. They would not receive the zero rate, they would not receive mobility fee credits, they would not receive prop share credit for the TBARTA corridor, but they could consider transit.

Chairman Gallagher requested a motion.

**MR. JOHNSON MOVED** to add the language Mr. Goldstein mentioned if they don't preserve it then it would go outside the development.

The motion was not called on.

Mr. Walsh asked for clarification on the motion. He asked if it was to approve this language with Mr. Goldstein's modification.

Mr. Johnson said yes, with Mr. Goldstein's modification. It was in effect that the master developer had to preserve and there was a difference from conveyance. Conveyance stated you had to identify the location and that had not been done. He would trust them to do that because it was a benefit to them to preserve it.

Discussion followed regarding how to determine the value at the time the credit was given; capping out the credits; the width of the preservation; the TBARTA issue causing uncertainty; and reserving a minimum of 50 feet.

Mr. J. D. Porter stated he had set aside over 200 feet and he was trying to create flexibility. The prop share number that was associated with Wiregrass did not work. The project as it stood did not work. He said they needed this and every incentive they could get. He wanted to be able to tap into TOD. He needed the incentives more than any other project in the County especially to be able to create what the DRC was talking about.

Mr. Goldstein asked Mr. J. D. Porter if he agreed to his language and if he would still agree to reserve a minimum of 50 feet.

Mr. J. D. Porter and Mr. Merrill both said they would agree to a minimum of 50 feet.

Discussion followed regarding if the land use matched the light rail around Wiregrass and having rail 50 feet away from a residential area would have pitfalls.

Mr. Merrill questioned the language as mentioned by Mr. Goldstein so that he understood it correctly. He read, "However, if the Mater Developer or any Parcel Developer does not accommodate, and reserve a 50 foot right-of-way to the Master Developer for the TBARTA transit corridor, etcetera, etcetera, etcetera..."

Discussion followed regarding adding 50 feet of upland; if TBARTA would ask for 60 feet; adding 50 feet otherwise subject to the TBARTA report; and prematurely setting a minimum condition the applicant was already doing.

Mr. Goldstein suggested adding a statement at the end to read, "This condition shall be revisited once the TBARTA alignment plan was completed." This was to be used as a placeholder.

Mr. Merrill said he would add the language to reserve a minimum of 50 feet. It would read, "However, if the Mater Developer or any Parcel Developer does not accommodate, and reserve a minimum 50 foot right-of-way to the Master Developer for the TBARTA transit corridor and proposed transit stations as conceptually depicted on the Master Roadway Plan, etcetera, etcetera..." He asked Mr. Goldstein for further clarification on the other part regarding the minimum of 50 feet.

Mr. Goldstein said he had covered it, but it was not 50 feet for the stations.

Discussion followed regarding the wire-way for the stations; station selection process; this was not the appropriate document to flush out TBARTA issues; and revisit the issue in the Development Agreement.

Chairman Gallagher stated there was a motion and asked if there were any additions to it.

**MR. JOHNSON MOVED** to add language at the bottom of this paragraph to read, "This will be revisited upon completion of the TBARTA Alternative Analysis."

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**MR. NURRENBROCK MOVED** to accept the balance of the MPUD and to revise the MPUD Master Road Plan to show the dashed line showing the east/west road through the park if the park should not be built.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**R4 Wiregrass Ranch DRI/MPUD Substantial MPUD Amendment-Locust Branch, LLC-Location: South Central Pasco County, east of S.R. 581, south of S.R. 54 and approximately three miles west of Morris Bridge Road on about 5,118 acres  
Memorandum PGM11-87  
Recommendation: Approval with conditions  
Comm. Dist. 2**

Ms. Cynthia Spidell, Senior Planner & DRI Coordinator, explained the item and noted she had been meeting with the developer to discuss what the future urban design would look like. Those meetings would continue after the MPUD approval and would include future urban design, T&D, TOD or other urban forms that may not be contemplated at this time. Staff recommended approval with conditions. The applicant's request and the actual analysis and recommendation included two other items. One was the waiver of the required specific distance limitation of 1,000 feet from any school, park, or place of worship within the boundary of Wiregrass. This was in contemplation of the centralized park. This would go to the Board and it was imbedded in the recommendation. The second item would also go to the Board. A Development Order condition was built in that would require a 4/5 Board vote to allow the developer to comply with a certain DO condition allowing them to fulfill an obligation to provide an office, acreage and employment uses. The applicant was proposing to provide 65 acres on parcels M8 and M21.

Discussion followed regarding clarification of the waiver; placing bars and restaurants in proximity to the parks; if the real concern was the park or schools and churches; if it was global for the whole MPUD or just the parks; application for conditional use approval; applicant wanted assurance; the standards of approval were different than the conditional use; and what the waiver was based on.

Ms. Spidell continued to explain the next item built into the agenda was the ability for the developer to ask the Board that they would be fulfilling one of the DO obligations to provide acreage and employment generation square footage within the DRI.

Mr. Goldstein clarified that the commitment was for 900,000 square feet. If for some reason that user did not commit to the 900,000 square feet, they would have to provide alternate acreage that would accommodate the difference. He suggested taking out the reference and the date from 2a where it stated they were taking the QTI resolution to the Board on June 7 for that user.

Ms. Spidell recommended approval. She noted that Mr. Goldstein had one legal sufficiency change that she distributed to the Board on Condition 3. The applicant also had a request on Condition 65.

Mr. Goldstein addressed Condition 3 that was distributed to the members. It was the document which was labeled R4 which dealt with the potential inconsistencies between the existing approvals and the MPUD commissions. It stated that if they had existing approvals that it be deemed consistent with the MPUD. He requested that the changes be made because he had no issues with them.

Chairman Gallagher requested a motion.

**MR. NURRENBOROCK MOVED** to accept the revision to Condition 3 that was distributed and marked as R4.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Mr. Merrill thanked Staff and the property owners on Wiregrass Ranch because of the significant collaborative effort and participation with the other property owners on Wiregrass Ranch. He specifically mentioned Cynthia Spidell, Dianne Naeyaert, Debra Zampetti, David Goldstein, Richard Gehring and Dawn Sutton who all had done a great job. He extended appreciation to the other attorneys who were also involved. He addressed the replacement for Condition 65. He read into the record, "Rezoning of this property with conditions does not relieve the Master Developer or any Parcel Developer of responsibilities and obligations under the DRI/DO or under the State law including, but not limited to, Development of Regional Impact requirements under Chapter 380, Florida Statutes." He requested this provision be included in the DRI.

Mr. Goldstein noted if the revision was not including the strike through language then he was fine with the revision.

Chairman Gallagher requested a motion.

**MR. JOHNSON MOVED** to accept the revision to Condition 65.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

Mr. Merrill also thanked Mr. Bedke, Mr. Bly, and Mr. Smith for their assistance and working with him.

**MR. JOHNSON MOVED** approval for the balance of the item.

Chairman Gallagher called on the motion; the vote was unanimous and the motion carried.

**R5 NOTED ITEM - Class 1, 5824 S.R. 54 Medical Office, Preliminary/Construction Site Plan Substantial Modification, 1PR10-037-S.R 54 Properties, LLC Location: 5824 S.R. 54 on the south side of S.R. 54, approximately 850 feet west of Madison Street, Section 20, Twn 26 S, Rng 16 E.  
Memorandum ZN11-283  
Recommendation: Not Applicable  
Comm. Dist. 3**

The item was noted.

**R6 NOTED ITEM - Class I, Atonement Lutheran Church (IPR02-049) - Preliminary/Construction Site Plan and Stormwater Management Plan and Report Substantial Modification-Atonement Lutheran Church-Location: 29617 S.R. 54, on the north side of S.R. 54, approximately 550 feet west of Boyette Road; Section 08, Twn 26 S, Rng 20 E  
Memorandum ZN11-379  
Recommendation: Not Applicable  
Comm. Dist. 1**

The item was noted.

**R7 NOTED ITEM - Class 1, Dilo Company Building Addition, (1PR11-017), Preliminary/Construction Site Plan and Stormwater Management Plan and Report -Reinhold Probst-Location: 11642 Pyramid Drive, off of Success Drive, approximately 1,660 feet north of its juncture with S.R. 54, in the West Pasco Industrial Park; Section 29, Twn 26 S, Rng 17 E.  
Memorandum ZN11-411  
Recommendation: Not Applicable  
Comm. Dist. 3**

The item was noted.

**R8 NOTED ITEM - Class I, Panera Bread at Embassy and U.S. Hwy 19, (IPR11-013), Preliminary/Construction Site Plan and Stormwater Management Plan and Report -Panera, LLC-Location: On the southwest corner of the intersection of U.S. Hwy 19 and Embassy Blvd.; Section 21, Twn 25 S, Rng 16 E  
Memorandum ZN11-414  
Recommendation: Not Applicable  
Comm. Dist. 5**

The item was noted.

**ADJOURN**

Chairman Gallagher adjourned the meeting at 4:52 p.m.

(SEAL)

DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING  
MAY 26, 2011

*Office of Paula S. O'Neil, Clerk and Comptroller*

Prepared By: \_\_\_\_\_  
Beverly Beeson, Board Clerk  
Board Records Department