



City of North Port

4970 CITY HALL BLVD
NORTH PORT, FL 34286

Meeting Minutes - Final City Commission Regular Meeting

CITY COMMISSIONERS

Linda M. Yates, Mayor
Vanessa Carusone, Vice-Mayor
Christopher B. Hanks, Commissioner
Debbie McDowell, Commissioner

APPOINTED OFFICIALS

Peter Lear, Interim City Manager
Mark Moriarty, City Attorney
Patsy Adkins, City Clerk
Kathryn Peto, Deputy City Clerk

Wednesday, May 10, 2017

1:00 PM

CITY COMMISSION CHAMBERS

MINUTES APPROVED AT THE 07-25-2017 MEETING.

CALL TO ORDER/ROLL CALL

the North Port City Commission Regular Meeting was called to order at 1:00 p.m. in City Chambers by Mayor Yates.

Present: Mayor Yates; Vice-Mayor Carusone; Commissioners Hanks and McDowell; Interim City Manager Lear; City Attorney Moriarty; City Clerk Adkins; Recording Secretary Hale and Police Chief Vespia.

The invocation was provided by Commissioner Hanks followed by the Pledge of Allegiance which was led by the Commission.

1. APPROVAL OF AGENDA – COMMISSION

A motion was made by Commissioner McDowell, seconded by Commissioner Hanks, to approve the Agenda as presented. The motion carried by the following vote with Vice-Mayor Carusone absent:

Yes: 3 - Mayor Yates, Commissioner Hanks and Commissioner McDowell

2. ANNOUNCEMENTS

A. [17-1050](#) Current Vacancies for Boards and Committees.

City Clerk Adkins read the Current Vacancies for Boards and Committees into the record.

B. [17-1051](#) Upcoming Expiration Dates for Boards and Committees.

City Clerk Adkins read the Upcoming Expiration Dates for Boards and Committees into the record, and stated that two more Applications were received for the Citizens' Tax Oversight Committee which will be placed on the next Commission Regular Meeting Agenda.

Vice-Mayor Carusone arrived at 1:05 p.m.

3. PUBLIC COMMENT:

PUBLIC COMMENT WAS HELD:

Kathleen Gonzales: vehicle parking Ordinance.

Buddy Hughes: Garden of the Five Senses; and transportation for senior citizens.

Jill Luke: Certificate of Need process for a hospital.

Following a public comment Mayor Yates stated that the legislation pertaining to parking regulations is currently in the dialog phase and will be vetted through several meetings still to be scheduled before a final draft of the proposed City Code is presented to the Commission for discussion.

4. PUBLIC HEARINGS:

A. [17-1027](#) Petition No. DMA-16-157, Cocoplum Village Shoppes Expansion (Quasi-Judicial)

City Clerk Adkins, as Notary Public, swore in all those wishing to provide testimony on the agenda item.

Ex parte communication was disclosed by Commissioner McDowell with staff and some citizens; Mayor Yates with staff. Vice-Mayor Carusone and Commissioner Hanks had no ex parte communications to disclose.

Todd Mathes, Clint Cuffle, and Christopher Hatten, representing Benderson Development, provided an overview of the proposed expansion to the Cocoplum Shoppes and requested waivers associated with the project.

City Planning Division Manager Norton and City Planner McAllister provided a PowerPoint presentation of the project and staff's recommendations.

Discussion ensued: (1) following a question, clarification was provided that the project consists of 462,578 square-feet of commercial area which will be stated in the Order of Approval and the conflicting number will be deleted from the document; (2) after questions, Mr. Mathes stated: [a] that a copy of the Authorization of Ownership letter and the seven Deeds will be provided to the City Clerk as additional backup material; [b] only about 10 acres of the parcel adjacent to South Sumter Boulevard will be commercially developed and there are no residential units across from that site that would be affected; [c] the remaining land will be dedicated to stormwater retention and landscape buffering; [d] confirmation was provided that there is no meandering sidewalk proposed in the back along the Cocoplum Waterway; (3) subsequent to a concern, Planner McAllister stated: [a] the landscape buffer separating Holiday Park from the development will be addressed at the Major Site and Development (MAS) stage of the Staff Development Review process; [b] after the Commission approves this Development Master Plan Amendment (DMA) any further amendments will be addressed by staff; [c] stormwater buffering details were explained for the Holiday Park residents and the buffer along the Cocoplum Waterway will be the same as for the main shopping center; [d] once the DMA is approved by the City Commission, any condition required by staff, such as the voluntary agreement to add buffering around the stormwater pond adjacent to Wal-Mart, will be incorporated into the Order of Approval and then into the Development Order; (4) following a concern, it was agreed that the minutes shall reflect the portion of staff's report regarding voluntary measures to minimize potential impacts to potential existing wildlife nests. That a 25-foot, undisturbed buffer will be maintained adjacent to the canal; construction activities within

328 feet will be performed outside of the nesting season (March 1st to August 1st); and conservation signage will be placed at 500-foot intervals along the canal at the limits of the proposed buffer to identify the area as sensitive nesting habitat; (5) after a request, clarification was provided that maintenance responsibility of the environmental buffer and stormwater pond remains with the land owner, Benderson Development; (6) it was stated that the property ownership is contiguous on both sides of U.S. 41 and is all part of the same DMA; (7) the stormwater retention ponds and water movement through box culverts under U.S. 41 was explained and confirmation was provided that there is no rise in water levels on any off-site properties; (8) the existing pond on the north side is 2.5 acres, the south side will have a 2.5 acre pond with a .4 acre pond that is already there; (9) the permit from the Florida Department of Transportation (FDOT) is Benderson's authorization to discharge into the box culverts; (10) it was stated that the treatment location for dirty water on the south side has not been determined; (11) half of the Cocoplum Shoppes rainwater runoff discharges into these retention ponds and ultimately into the Apollo Waterway; the other half discharges into a retention pond on the Salford Boulevard end of the development and ultimately into the Cocoplum Waterway; (12) following a question, Mr. Mathes stated: [a] the architectural design of the Cocoplum shoppes will continue in the new phase with the same parking space dimensions; [b] due to the expansion of U.S. 41, the left egress onto Salford Boulevard will be eliminated; [c] the outparcel near Salford Boulevard will be the first project, starting immediately and the west side stormwater pond projects starting in October, 2017 with an estimated commencement of the commercial part on the south side within 18 months; (13) staff clarified that the building on the south side must be completed within three years or be in violation of the Development Master Plan and Development Order (if that is a condition) and would be handled through the Planning Division Manager or the Neighborhood Development Services Director; (14) a secondary confirmation was provided by City Attorney Moriarty that there is case law addressing that when a property is separated by a road it is still contiguous; (15) subsequent to questions, Traffic Engineer Hatten explained: [a] that a Traffic Study with staff and a separate Traffic Study with the FDOT determined that the overall impact of the 144,000 square-feet of commercial development on Sumter Boulevard, Salford Boulevard and U.S. 41 was found to be concurrent with existing requirements and will not trigger the need for a turn lane on South Sumter Boulevard; [b] a Tree Survey was done and the plan sheets were entered into the record as additional backup material along with an Environmental Report that included a Vegetation Survey and a Wildlife Survey; [c] an email summary of the Neighborhood Meeting was included in the backup material and a recording was supplied to staff yesterday; (16) after a question, Planning Division Manager Norton stated that staff performed a fiscal analysis of the project based on the all of the additional square-footage; (17) Mr Hatten continued with explanations: [d] the requested waivers will be carried to the south development as a condition to move forward and will be added to the plans; [e] the Planning & Zoning Advisory Board recommended that the signage waiver be 12-square feet for the sign area, with a maximum height of 4-feet, which will be an amendment to the plan; [f] there is no proposed advertising for the signage except for a business name in the shopping center; [g] for the record, the DMP plans guarantees that the northern site will contain 25.2% of open space; [h] it was acknowledged that the signage to this development will be subject to the new City ULDC Codes, except for whatever waivers may be applied; [i] a stipulation will be added that all of the waivers only apply to the property on the north side of U.S. 41; [j] the tower cited in Waiver #2 is actually part of the building and will be a maximum of 35-feet in height; [k] with approval of Waiver #3, all four sides of a building could include a sign; [l] there are no additional proposed free signs on the backs of the buildings facing residential homes because it could be visible from off-site; [m] Waiver #6, regarding the additional pylon sign will match the other pylon signs on the property and are further defined as monument signs; [n] Waiver #7, regarding directional signs, is limited to 12-square feet in area and 4-feet in height; [o] as a result of the Planning & Zoning Advisory Board recommendation regarding light pole banners in Waiver #8, the number of banner signs will be limited, they will comply with the

banner-size criteria in the City Code, will not impede traffic flow, visibility, will not present a safety hazard, will be limited to one per lighthead per pole to a maximum of two banners per pole, and this will be updated in the document update; [p] the banner maximum size will be 20 square-feet in copy, one graphic area and a maximum of 10-feet in height; [q] for the record, the City does not control design and content of the banners.

PUBLIC COMMENT

Eddie Driest, Allain Hale and Rae MacCaulay: the future retention ponds and nesting wildlife.

Buddy Hughes: Catering to businesses.

Pete Pedersen: Banner signs.

Discussion ensued: (1) the retention pond will have a buffer area and was designed to support wading birds entering and exiting the sandy area next to the water; (2) a fence is not planned to encircle the retention pond on the south side but will be on the north side in order to match the fencing on the east end of the Cocoplum Shoppes; (3) 500 notices were mailed regarding the neighborhood meeting, including Holiday Park; (4) Benderson does not have active security cameras but some private businesses have them; (5) following a brief discussion Map C101 will be relabeled "Proposed Final DMP Sheet 1 of 2" and C102 will be relabeled "Proposed Final DMP Sheet 2 of 2"; (6) subsequent to a concern pertaining to banners, Planning Division Manager Norton quoted Chapter 29-8, stating that banners or pennants erected in the nonresidential zoning districts, are exempt from permits provided that it is not placed above a sidewalk, walkway, alley, driveway or public or private roadway or right-of-way, except banners are permitted where Commission has designated a business district, and the Cocoplum Shoppes is within one of the identified North Port business districts along U.S. 41. The proposed waiver would be for the placement of the banners.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner Hanks, to approve Petition No. DMA-16-157, Cocoplum Village Shoppes Expansion following proper stipulations by applicant. The environmental habitat and stormwater ponds will be maintained by land owner. A 25-foot undisturbed buffer will be adjacent to the canal. Construction activities within 328 feet will be performed outside of the nesting season. Conservation signage will be placed at 500-foot intervals along the canal at the limits of the proposed buffer to identify the area as sensitive nesting habitat. A relabeling of C101 and C102 maps as discussed. The waiver request regarding banner size will have a maximum of 20-square feet in copy, one graphic area and a maximum of 10 feet in high. One banner per light per pole with a maximum of 2 banners per pole.

Discussion continued regarding the banner signage measurements.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner McDowell, to amend the last stipulation with the banner signs, to change it to read, one banner per light per pole up to a maximum of two banners per pole. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

Commissioner McDowell stated she would not support the Development Master Amendment for the following reasons: (1) the considerable information that was presented at this meeting does not provide the opportunity to question and to base a vote on those answers; (2) the prior waivers enacted on behalf of Benderson Development to allow the parking rows to have 20 spaces allowing for the preservation of Heritage or Champion Trees yet there are none of those trees in existing development. It is hoped that that waiver will be brought forward to this new development and will be considered for the preservation of those trees.

Mayor Yates passed the gavel to Vice-Mayor Carusone.

A motion was made by Mayor Yates, seconded by Commissioner McDowell, to amend the motion regarding for the directional signage, to change to a total area of 12 square-feet with maximum height of 4-feet. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

Commissioner Hanks disagreed with a direction to mandate that the waivers not be applied to the parcels south of U.S.41.

A motion was made by Mayor Yates, seconded by Commissioner McDowell, to amend the motion to add a stipulation in the notes to the Development Master Amendment, that all of the waivers shall not apply to the parcels south of U.S. 41. The motion carried by the following vote with Commissioner Hanks dissenting for the reason stated:

Yes: 3 - Mayor Yates, Vice-Mayor Carusone and Commissioner McDowell

No: 1 - Commissioner Hanks

A motion was made by Mayor Yates, seconded by Commissioner McDowell, to amend the motion to reflect the correct square-footage on the final Development Master Plan of 462,578 square-feet. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

Discussion ensued: (1) Mayor Yates opined that Waiver #8 is more for aesthetic advertisement and requires a review throughout the City for all businesses; is not comfortable allowing this for safety reasons; and other businesses want equal opportunity to have banners; (2) Vice-Mayor Carusone and Commissioner Hanks will not support a motion to take out the banners; they are not ugly and are not banned within the City; there are issues with the sign Code that will be addressed but in the meantime, this development has the right to request waivers.

A motion was made by Mayor Yates, seconded by Commissioner McDowell, to amend the motion to strike Waiver #8 regarding the light pole banner allowance. The motion failed by the following vote with Vice-Mayor Carusone and Commissioner Hanks for reasons previously stated:

Yes: 2 - Mayor Yates and Commissioner McDowell

No: 2 - Vice-Mayor Carusone and Commissioner Hanks

Following a discussion regarding a seeming contradiction to what is allowed in Waivers #3 and #8, an amendment was proposed.

A motion was made by Mayor Yates, seconded by Commissioner McDowell, to amend the motion regarding Waiver #3 as well as Waiver #8, to remove the exemption language as stated: "shall be exempt from regulation of dimension, size, area and placement by the City of North Port," for Waiver #3, and removing the following from Waiver #8: "shall be exempt from the regulations of quantity, location and design." The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

Vice-Mayor Carusone passed the gavel back to Mayor Yates.

A vote was taken on the main motion, as amended, to approve Petition No. DMA-16-157, Cocoplum Village Shoppes Expansion following proper stipulations by the applicant: (1) the environmental habitat and stormwater ponds will be maintained by land owner; (2) a 25-foot undisturbed buffer will be adjacent to the canal; (3) construction activities within 328 feet will be performed outside of the nesting season; (4) conservation signage will be placed at 500-foot intervals along the canal at the limits of the proposed buffer to identify the area as sensitive nesting habitat; (5) a relabeling of C101 and C102 maps as discussed; (6) the waiver request regarding banner size will have a maximum of 20-square feet in copy, one graphic area and a maximum of 10 feet in high; (7) one banner per light per pole up to a maximum of two banners per pole; (8) for the directional signage, to change to a total area of 12 square-feet with maximum height of 4-feet; (9) to add a stipulation in the notes to the Development Master Amendment, that all of the waivers shall not apply to the parcels south of U.S. 41.; (10) to reflect the correct square-footage on the final Development Master Plan of 462,578 square-feet; (11) to remove the exemption language in Waiver #3: "shall be exempt from regulation of dimension, size, area and placement by the City of North Port," and to remove the exemption language in Waiver #8: "shall be exempt from the regulations of quantity, location and design." Vice-Mayor Carusone passed the gavel back to Mayor Yates. The motion carried by the following vote with Commissioner McDowell dissenting for reasons previously stated:

Yes: 3 - Mayor Yates, Vice-Mayor Carusone and Commissioner Hanks

No: 1 - Commissioner McDowell

Subsequent to a brief discussion and a request for information, Interim City Manager Lear stated that a consensus was not necessary for the Commission request that staff gather and email the results to the Commission, regarding the changes in requirements for neighborhood meeting notices between the Cocoplum I development and Cocoplum II development, noting when the changes occurred and what were the changes.

Recess 3:55 p.m. - 4:10 p.m.

B. [17-1025](#)

Ordinance No. 2017-08, first reading, Petition No. REZ-17-027, New Hope Community Church rezone. New Hope Community Church of North Port requests to rezone (change the permitted use of) ± 3.7 acres from City of North Port Residential Single-Family zoning district (RSF-2) designation to Office, Professional, Institutional zoning district (OPI) designation.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner McDowell, to read Ordinance No. 2017-08 by title only. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

As a quasi-judicial hearing, City Clerk Adkins swore in all those wishing to provide testimony on the agenda item.

Ex parte communication was disclosed by Commissioner McDowell with staff and citizens. Mayor Yates, Vice-Mayor Carusone and Commissioner Hanks stated that they had no ex parte communications to disclose.

Mr. Robert Doerrfeld, on behalf of New Hope Community Church, provided an overview of the permit request.

City Zoning Coordinator Willette-Grondin provided a staff overview and background for the petition.

Questions ensued: (1) it was stated that the modular units were permitted, all inspections are completed, and under the current OPI Zoning, churches are permitted by right, to be retained on the property as accessory structures. Any future development requires Commission approval of a Development Master Plan (DMP) showing improvements to the site. Additionally, in the OPI Zoning District, regardless of how many buildings there are, buildings may not cover over 50% of the parcel size.

Public Comment:

Buddy Hughes: in support of approval.

Following a question by Mayor Yates, City Attorney Moriarty confirmed that Ms. Hughes is speaking as a general public commenter, is not a party to this item and does not have to be sworn in.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner McDowell, to continue Ordinance No. 2017-08 to the May 23, 2017 Commission Regular Meeting for second reading. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

C. [17-1045](#)

Ordinance No. 2017-09, second reading, amending Part II, Chapter 42, Article II of the City Code, repealing Article II Lot Clearing in its entirety, enacting a new Article II Lot Clearing.

City Clerk Adkins read Ordinance No. 2017-09 into the record by title only, and Mayor Yates provided a brief summation of the updated document. There was no public comment.

Discussion ensued: (1) after citing Section 42-25(b)(3), the motion will be clarified to reflect the intent of the paragraph's verbiage; (2) Commissioner Hanks opposed this legislation for the following reasons: [a] he disagrees that the City should regulate Mother Nature's growth; [b] views the Ordinance as trespassing; [c] overgrowth does not constitute public nuisance; [d] society gives remedy for impinging growth in civil court; (3) following a concern, City Attorney Moriarty stated there is nothing in the Ordinance instructing a City employee to trespass onto private property, however the operation of the Ordinance allows the employee to go onto private property, within the provisions of the City Code, to abate impinging growth.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner McDowell, to approve Ordinance No. 2017-09, with the change to Section 42-25(b) (3) to read: "person residing therein who is 18 years of age or older and informing such person of the contents of the notice." The motion carried by the following vote with Commissioner Hanks dissenting for reasons previously stated:

Yes: 3 - Mayor Yates, Vice-Mayor Carusone and Commissioner McDowell

No: 1 - Commissioner Hanks

D. [17-0999](#)

Ordinance No. 2017-12, first reading, amending the Fiscal Year 2016-2017 Non-District Budget and Capital Improvement Program and Budget.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner McDowell, to read Ordinance No. 2017-12 by title only. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

City Clerk Adkins read Ordinance No. 2017-12 into the record by title only, and Interim City Manager Lear provided an overview of the item. Neighborhood Development Services Director Williams and Scott Christensen, Account Executive representing Superior, provided an PowerPoint overview of the TRAKiT program. There was no public comment.

THE TRACKiT SOFTWARE

Questions ensued: (1) the acronym HTE means Harward Technological Enterprises and is the original owner of Naviline; (2) the licensing component provides a list of who has a license to work by contractor, address or business name, including information about the contractor; (3) the categories can be tailored to fit the search needs; (4) the program can be configured to provide historical data regarding Code Enforcement violations issues for a certain address; (5) the searches can be configured for different levels of security that are required for different Departments; (6) the TRACKiT program allows greater customization of data than the Naviline program and will help solve some of the current issues encountered in Naviline; (7) the HTE Finance module, as used by the Finance Department, will still provide line item details for budget workshop purposes; (8) the TRACKiT program focus is based on a module used by the Neighborhood Development Services and is not used by the Finance Department for budgeting purposes; (9) the TRACKiT program is compatible with the SunGard ERP Hosting Five-Year Service Agreement approved in April, 2017 and is included the \$603,000 Building Fund Budget increase; (10) clarification was provided that the request is to approve budget funding to purchase the program and the contract for the software purchase will be on a future agenda item; (11) the \$603,000 includes the purchase and implementation of the software but only one year of the hosting; (12) any licenses already purchased in Naviline will not be charged in the TRACKiT software, but if the City requests future licenses, Superior will present an add-on quote or else an amendment to the contract for the additional cost; (13) the total dollar amount of \$603,000 is a not-to-exceed number and includes the same number of licenses for TRACKiT as for the rest of the current SunGard software including some contingencies; (14) the City already has the hardware needed for hand-held devices etc., and only needs to program them; (15) clarification was provided regarding the need to implement Superior's cloud servers in addition to existing City servers that are still needed to run other applications on the premises and the Police Department; (16) it was stated that there is some overlap in the functionality of software products used by the City and the IT Department recommended retaining the See, Click, Fix application; (17) clarification was provided that the current year's revenues and expenditures are expected to add \$1.1 million to the Fund Balance in the Building Fund and will be sufficient to purchase this item. The available Fund Balance at the end of this Fiscal Year is estimated to be \$4.4 million.

TAMIAMI TRAIL LINEAR PARKING

(1) the project was originally funded out of Surtax Money and the project will be funded again from that source; (2) it was stated that the project was to accommodate overflow parking and additional parking for the businesses along U.S. 41 and there is a gap between North Port Boulevard and Landover Terrace because it is adjacent to a church; (3) prices came in higher than the original consultant's estimate which can be offset by using pervious concrete; (4) after a question, it was stated that parking for businesses was engineered in conjunction with the landscaping and the only true gap where there is no parking is adjacent and across from the San Pedro Catholic Church; (5) the gap between Coniston Terrace and Almonte Terrace may be an entry point but it

will be reviewed; (6) clarification was provided that because funding is limited, the entire corridor cannot be done at one time, and so commercial areas were specifically identified to have the greatest need.

MOWERS FOR PROPERTY MAINTENANCE

(1) clarification was provided that although Fleet Maintenance manages the mowers, the funding will come from the respective department using the equipment; (2) it was stated that the Neighborhood Development Services Department generally would not share mowers with Public Works.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner McDowell, to continue Ordinance No. 2017-12 to the May 23, 2017 Commission Regular meeting for second reading. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

E. [17-1049](#) Resolution 2017-R-17 Supporting the Elimination of the Certificate of Need Process.

City Clerk Adkins read Resolution No. 2017-R-17 into the record by title only and Interim City Manager Lear provided a brief overview. There was no public comment and no questions or comments from the Commission.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner Hanks, to approve Resolution No. 2017-R-17 supporting the elimination of the Certificate of Need process. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

5. GENERAL BUSINESS:

A. [17-1041](#) Discussion and possible action regarding amending the City of North Port Administrative Code to repeal in its entirety Chapter 54 - Solicitation.

City Attorney Moriarty presented a PowerPoint overview of the Solicitation Ordinance. There was no public comment.

Discussion ensued: (1) confirmation was provided that the City Clerk's Department must find an outside vendor to perform background checks on those wishing to receive a Solicitor's Permit and cannot use Police Department software; (2) no trespassing signs can be placed on residences to prohibit solicitors; (3) referencing Exhibit 2, clarification will be provided that this legislation pertains to the City's Administrative Code and not the Unified Land Development Code and further clarification will be made in the last Whereas clause to specify the Sarasota County Clerk of Courts; (4) it was noted that the codified version of the Ordinance can include a statement that a Solicitor's Permit is required; (5) clarification was requested in the penalty section that North Port will be the entity to issue citations; (6) following a concern, it was stated that provision 54-2 stipulates how "proper notice" is to be posted regarding no solicitation to a residence and it does not conflict with the Reed vs. Town of Gilbert Supreme Court Decision; (7) the language must be sufficiently clear so law enforcement knows how to enforce the Ordinance; (8) after a concern was expressed regarding prohibiting soliciting in neighborhoods, it was noted that the sample Ordinance was not designed for gated communities; (9) following a concern, Assistant City Attorney Slayton agreed that Section 53-2 item (3) could be removed; (10) a suggestion was proffered to add the requirement of obtaining a Business Tax Receipt in the legislation; (11) clarification

was provided that the proposed Solicitation Ordinance is slightly different from the inherent right a citizen may exercise regarding trespassing and does not apply to handbills or flyers, etc.; (12) subsequent to a question, it was stated that repealing Ordinance would not affect State Statute Section 501 regarding the right to keep people from trespassing on private property; (13) following a concern, it was stated that repealing Chapter 54 in the Administrative Code, the Law Enforcement could not interfere with soliciting on the side of streets or in intersections unless the individuals impede traffic flow; (14) clarification was provided that a solicitor must carry a permit on his person while working.

PUBLIC COMMENT:

Justin Willis: Repealing Chapter 54 of the Administrative Code.

Discussion continued: (1) following a concern, it was stated that the Commission may choose to approve legislation that simply refers to the requirements of Florida State Statutes, but State Statutes has yet to be tested under Reed vs. The Town of Gilbert and the City remains at risk to a legal challenge; (2) if the local requirements are rescinded, permit requirements then fall back to State Statute requirements and the potential legal risk to the City is reduced; (3) it was suggested to post the solicitor permit requirements on the City's website.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner McDowell, to bring back an Ordinance repealing Administrative Code Chapter 54 in its entirety. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

Recess 6:43 p.m. - 7:33 p.m.

B. [17-1044](#)

Discussion and possible action regarding the license agreement with the Atlanta Braves for the use of the spring training facility for 3 city events and the use of the Plaza and the Multipurpose Fields for city sponsored recreational programs.

Interim City Manager Lear stated this item is for discussion and the action item will come back to the Commission on the May 23, 2017 Meeting for final approval. City Attorney Moriarty provided a brief overview of the draft License Agreement. There was no public comment.

Questions ensued and the following clarifications were provided: (1) the document is an Atlanta Braves standard agreement template, is a working document, and is adapted to address the State funding element of the facility which opens in 2019; (2) this Agreement is one of five contemplated by the Letter of Intent and focuses on the City's ability to use parts of the stadium and auxiliary facilities; (3) the State needs a firm commitment to consider a distribution of State funding; (4) there is a July deadline to submit the License Agreement to the State; (5) the Interlocal Agreement will be initiated by West Villages Improvement District and the City has not been given a date as to when that will be received; (6) the "reserved" sections in the Agreement preserved the sequential numbering after certain provisions were negotiated out of the document; (7) the License Agreement item 2.(a) City Events, events sponsored by North Port was clarified to state "such events generally intended not to exceed six (6) calendar days per event"; (8) the License Agreement item 2.(b) Use of Plaza and Multipurpose Fields, should be changed to state "Licensee shall be permitted to use the area of the Licensed Premises depicted on Exhibit A-2 as the "Plaza" and the "Multipurpose Fields" for City-approved recreational programs (the "City Recreational Programs") and events"; (9) the "city approved events and programs" verbiage should be uniform throughout the document and the number of quarterly scheduled events are not limited; (10) the

multipurpose fields may be reserved for an event to ensure exclusive use, or fields may be used on a first come, first served basis; (11) it was suggested to remove "and the Multipurpose Fields" from the last sentence of 2.(b), which removes the first rights of use from the Licensor and gives it to the City of North Port from April to December; (12) clarification was provided that the term "City approved" refers to approving the entity to use the City's reserved time, not the event itself nor any liability associated with the event.

There was a consensus for the following changes in the License Agreement: In 2. (a), changing the words "annual basis for a minimum of three" and changing the words from "not to exceed six (6) calendar days per event."

There was a consensus for the following changes in the License Agreement: in 2. (b), changing the words throughout the document from "City sponsored recreational programs" to "City approved or City sponsored event" referring to use of our time for those approved; making sure that the multipurpose fields are open to North Port specific, not less than a quarter of the off-season time.

Mayor Yates voted yes on the second consensus but did not agree with the intent.

Following the consensus, City Attorney Moriarty stated that all the Commission concerns will be communicated and negotiated in the final agreement process.

Discussion continued: (1) after a concern was expressed regarding the parameters of North Port's ability to use the facilities, clarification was provided that because Sarasota County leases to the Braves, the latter has possession of the property in its entirety as the "tenant" for 30 years; (2) it was suggested that because the City is contributing financially, a Plan A and a Plan B could be incorporated into the License Agreement outlining the City's guaranteed use of the multipurpose fields for at least a quarter of the time it is available; (3) it was suggested that the License Agreement would come back specific to the main stadium portion.

There was a consensus to direct the City Attorney to craft an Interlocal Agreement with the City, Sarasota County and West Villages for the utilization of the plaza and multipurpose fields.

There was a consensus, contingent upon ability to do the Interlocal Agreement between the three entities regarding the multipurpose fields and plaza, to bring a separate License Agreement for the stadium utilization.

Discussion ensued concerning a Plan B and following a request, City Attorney Moriarty will research how rescheduling an event would work, if rained out or it gets preempted due to a Brave's event.

There was a consensus to direct the City Attorney to note that the Commission is concerned regarding the preemptive clause in provision 2.(c) Atlanta Braves Activities, and that the entities could come back with verbiage that would help North Port minimize its risks.

Discussion ensued: (1) following a question, clarification was provided that the "guarantor" stated in provision 3 is Calben (US) Corporation, is the bond holder and the bonds would be issued to the West Villages Improvement District; (2) a concern was expressed regarding what happens if one of the parties defaults and the resulting ability of the City to keep the License Agreement operational along with continued access and use of the facility.

There was a consensus to direct the City Attorney to reword #3, Term, the termination being reliant on other people's responsibilities and by written notice to insure the Agreement survives if others fail.

Discussion ensued concerning provision 7, Obligation of Licensor for City Events: (1) it was suggested to only keep the first sentence and delete the rest of the paragraph; (2) it was suggested that the City be granted the first opportunity to provide the services first and if the City does not provide the services, the Atlanta Braves will provide them and charge the City the administrative fee of 5%.

There was a consensus to either delete clause 7 altogether, or at least clarify what it means, what are the actual expenses; and delete the 5% requirement.

Following a brief discussion, clarification was requested in provision 9, Assumption of Risk/Park at Own Risk.

There was a consensus that provision 9 refers only to the times that City-sponsored events are held and the sentence should begin: "During City-sponsored events and programs Licensee agrees that all vehicles parked. . ."

Discussion continued: (1) it was suggested to remove the following from the first sentence in provision 15, "use commercially reasonable efforts to" and "and as more fully provided for herein."

There was a consensus to change the first sentence in provision 15, to read: "Licensor recognizes that the Facility will be located within the City of North Port and will market and promote it as such in its marketing and promotion of the Facility. Additionally, Licensor acknowledges that the County . . ."

Recess. 10:05 a.m. - 10:15 a.m.

Discussion ensued regarding Exhibit B, provision 1, GENERAL CONDUCT, and it was agreed that the paragraph requires clarification and modification.

There was a consensus that provision 1, GENERAL CONDUCT, in Exhibit B, needs to be modified appropriately for the City's use and not for general use by a general vendor.

Discussion continued: (1) provision 2, PERSONNEL AND SERVICES, if required, should be by mutual agreement; (2) it was suggested that the "local preference" should not be in the License Agreement, but rather be referenced in entity who will develop the facility because it has nothing to do with the use of the facility; (3) subsequent to a concern regarding local preference employment, Interim City Manager Lear will research the State procurement rules, if their "local preference" is determined to be state-wide when accepting their funds for this development.

Going back to page 2, under provision 7, there was a consensus that local preference should be not only consistent with the operation but as well as the development.

There was a consensus that provision 2 in Exhibit B, needs to be deleted or clarified for the appropriateness of the City.

Discussion continued regarding provision 4, CLEANING, needs clarification that this is only during City utilizations.

There was a consensus that provision 4, CLEANING, only applies during the time the City is utilizing the facilities for City events.

Discussion continued regarding (2) provision 7, AMBULANCE SERVICE, needs clarification regarding who provides services.

There was a consensus that provision 7, AMBULANCE SERVICE, clarification that the City is not responsible for those acts of conduct provided by the Licensor.

A discussion ensued regarding the RESERVED sections of the License Agreement.

There was a consensus to remove all the RESERVED provisions out and bring back a clean copy without RESERVED numbering.

Discussion ensued regarding provision 9, CONCESSIONS, clarifying the need for flexibility for City-held events outside the stadium.

There was a consensus to reword provision 9, CONCESSIONS, granting the City the right of first refusal to sell products during City functions.

Discussion ensued regarding provision 14, COLLECTIONS, and it was suggested to remove it in its entirety.

There was a consensus to strike provision 14, COLLECTIONS.

Discussion ensued regarding provision 17, JURISDICTION, needs to be corrected to reflect the correct judicial district.

There was a consensus to revise provision 17, JURISDICTION, to properly reference the "12th Circuit Court or Middle District."

Discussion ensued regarding provision 19, TERMINATION, and it was suggested to include the right to terminate the Agreement at any time.

There was a consensus to revise provision 19, TERMINATION, regarding adding a mediation clause in the event there is a disagreement on the extent of the breach, prior to any termination of the Agreement.

Discussion ensued regarding provision 22, MISCELLANEOUS: (1) it was suggested to delete the language on the 4th line, pertaining to this being the entire Agreement between the parties; (2) it was suggested to remove the language on the 12th line pertaining to joint ventures; (3) the phrase prohibiting sponsored events was questioned and clarification was requested.

There was a consensus to strike the third sentence in provision 22, MISCELLANEOUS, "This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto."

There was a consensus to strike the sentence on the 12th line in provision 22, MISCELLANEOUS, as follows: "Nothing contained in the Agreement shall be deemed to constitute Licensor and Licensee partners or joint venturers with each other or with other party."

There was a consensus to reword provision 22, MISCELLANEOUS, to appropriately fit the City.

The last consensus is in addition to the Commission's direction to staff in the first two.

Discussion continued: (1) staff will review the City insurance requirements to make sure these are equal to or what the City normally requires; (2) following a question, it was stated that Sarasota County's bonding agreement will be reviewed to determine where the funds received from the tourist development taxes will be distributed. The answer will be forwarded to the Commission; (3) subsequent to a question, it was stated that the development is a \$75 million project and roughly speaking, the ad valorem revenue tax that the City would not collect would be \$260,000; (4) clarification was provided that the concept drawing shows the multipurpose fields but no scoreboards or goal posts, but does include markings for playing fields.

6. CONSENT AGENDA:

City Clerk Adkins reported that the agenda description omitted a set of minutes that was included in the attachments.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner Hanks, to approve Consent Agenda B and C. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

- A.** [17-1052](#) Approval of Minutes for the January 20, 2017 Convocation of Governments Meeting, March 7, 2017 Commission Regular Meeting, March 8, 2017 Commission Special Meeting, March 29, 2017 Commission Special Meeting.

A motion was made by Vice-Mayor Carusone, seconded by Commissioner Hanks, to approve the minutes as corrected, to include April 10, 2017 minutes. The motion carried by the following vote:

Yes: 4 - Mayor Yates, Vice-Mayor Carusone, Commissioner Hanks and Commissioner McDowell

- B.** [17-1020](#) Cash Receipts Summary - March 2017

- C.** [17-1009](#) Cooperative Funding Agreement No. 17CF00000449 between the Southwest Florida Water Management District (SWFWMD) and the City of North Port for "Aquifer Storage and Recovery (ASR) Permanent Facilities" (N833)".

7. COMMISSION COMMUNICATIONS:

Commissioner McDowell attended: (1) the Volunteer Celebration for General Services; (2) New Comers' Day; (3) Financial Outlook Meeting.

Mayor Yates attended: (1) the Volunteer Celebration for General Services; (2) the Relay for Life; (3) the Community Meeting on Depression; (4) the Argus Foundation Meeting and will provide the PowerPoint to the City Clerk; (5) the New Comers' Day; (6) and provided an update on the Sarasota/Manatee Metropolitan Planning Organization meeting.

Vice-Mayor Carusone attended: (1) the Community Meeting on Depression; (2) the local monthly Alice Report meeting; (3) met with the Finance Committee for the Sarasota County School Board; (4) the Argus Foundation Meeting; (5) the Sarasota County Openly Plans for Excellence (SCOPE) Leadership Council.

Commissioner Hanks: Nothing to report.

8. ADMINISTRATIVE AND LEGAL REPORTS:

City Attorney Moriarty reported: (1) the City Manager's Contract will be placed on an agenda in June and due to the nature of the Contract mirroring the City Attorney's, Mr. Moriarty will request another attorney to sit in his place during that conversation; (2) after it was requested to rescind the previous Commission direction concerning a lead negotiator on behalf of the City now that former City Manager Lewis left City employment, the subject will be placed on the next agenda for discussion and possible

action.

Interim City Manager Lear: (1) announced that Community Night with the Stone Crabs is scheduled for Saturday, May 15, 2017; (2) the meeting regarding Community Input for a community boundless playground is scheduled for Tuesday, May 18, 2017 at 5:00 p.m. at the North Port Family Services Center.

City Clerk Adkins: Nothing to report.

9. PUBLIC COMMENT:

PUBLIC COMMENT. 11:44 p.m. - 11:47 p.m.
Buddy Hughes: City Standards; the Senior Center.

10. ADJOURNMENT:

Mayor Yates adjourned the North Port City Commission Regular Meeting at 11:47 p.m.

City of North Port, Florida

By: _____
Linda M. Yates, Mayor

Attest: _____
Patsy C. Adkins, MMC, City Clerk

Minutes approved at the City Commission Regular Meeting this ____ day of _____, 2017.