



NEIGHBORHOOD DEVELOPMENT SERVICES DEPARTMENT
Planning Division

STAFF REPORT

Cocoplum Village Shoppes DMP Amendment (DMA-16-157)

To: Peter D. Lear, CPA, CGMA, Interim City Manager

Thru: Scott Williams, Neighborhood Development Services Director 
Michele Norton, Planning Manager 

From: Jim McAllister, Planner 

Date: April 24, 2017

I. GENERAL INFORMATION

Project: Petition No. DMA-16-157, Cocoplum Village Shoppes

Request: Review of a Development Master Plan Amendment (with waiver requests) application for Cocoplum Village Shoppes

Applicant: Benderson 85-1 Trust, Mr, David H. Baldauf, Manager (**Exhibit A-1, Affidavit**)

Owner(s): Benderson 85-1 Trust; 5900 SBNP, LLC; 15300 STT LLC; Ben-Mil Associates, Inc.; River-Ridge Associates; Ronald Benderson 1995 Trust; and WR-I Associates, LTD (**Exhibit A-2, Warranty Deeds**)

Location: North of and adjacent to Tamiami Trail, west of and adjacent to Salford Blvd., west of Sumter Blvd. and south of Tamiami Trail east of Sumter Blvd.

Property Size: +/- 53 acres (Existing as well as the two proposed new sites)

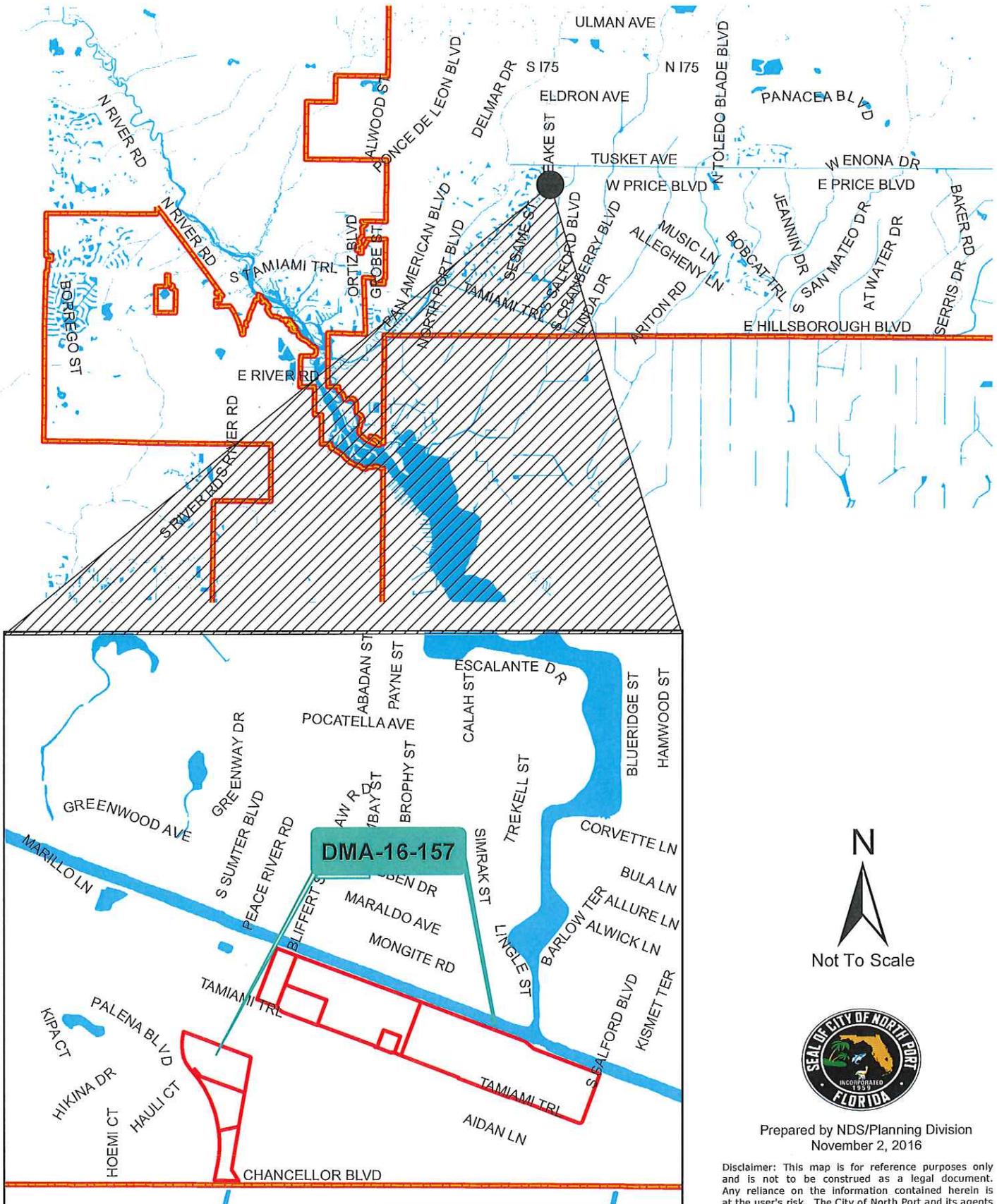
II. SUMMARY

A review of a Development Master Plan Amendment to expand the existing Cocoplum Village Shoppes an additional +/- 140,000 square feet for a complete total of +/- 462,578 sq. ft. and offset the stormwater retention to an offsite property to the south across Tamiami Trail adjacent to the canal separating Wal-Mart and the subject property. (**Exhibit B-1 Development Plan**) Further, to clarify the plans that were submitted, Sheet C-100 is the existing approved development master

plan. Sheet C-101 is the proposed addition both north and south of Tamiami Trail. And finally, Sheet C-102 is the final version of what the north side of Tamiami Trail would appear.

Map Gallery

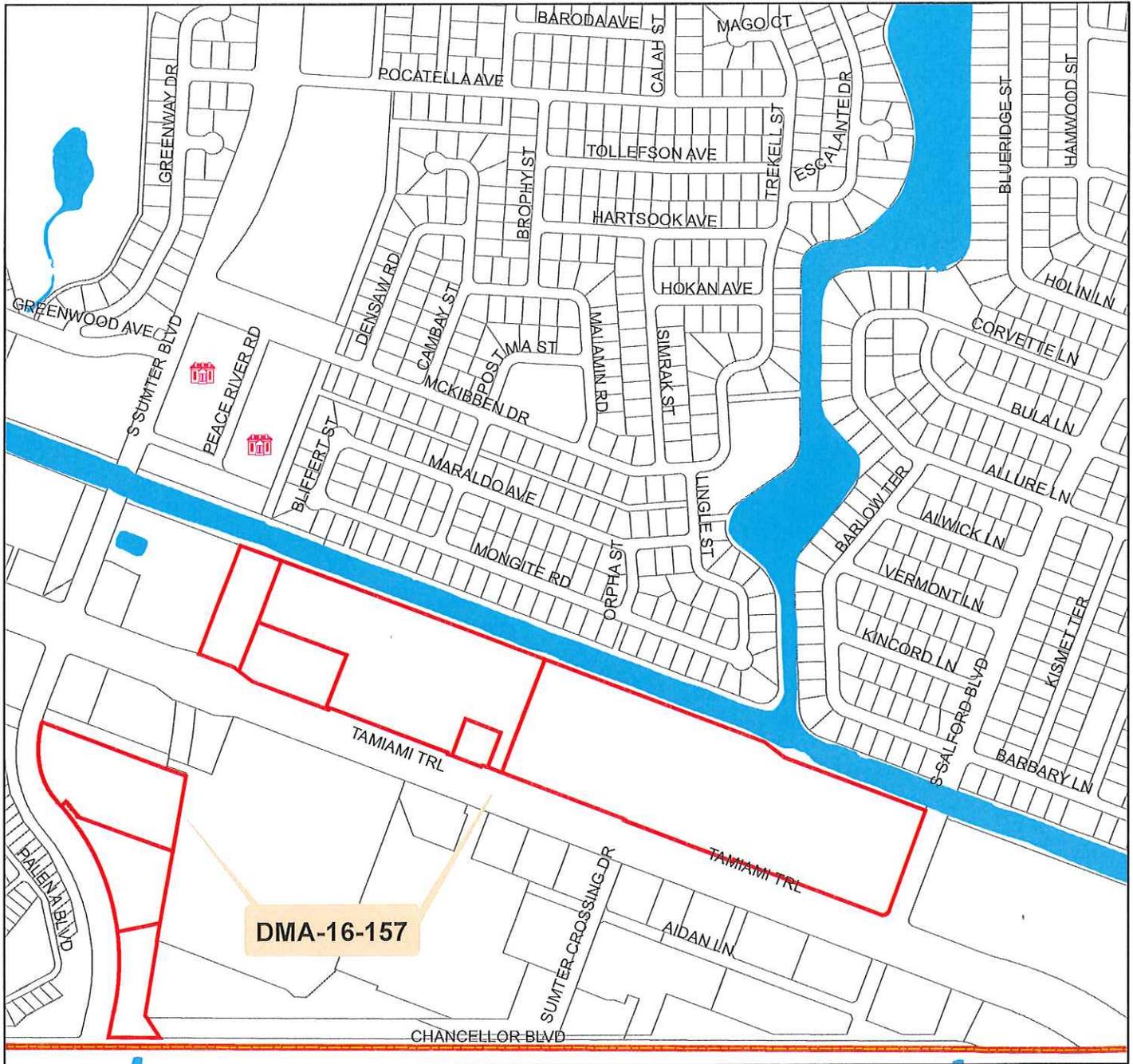
City of North Port Location Map DMA-16-157 Cocoplum Village Shoppes



Prepared by NDS/Planning Division
November 2, 2016

Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

General Area Map DMA-16-157 Cocoplum Village Shoppes

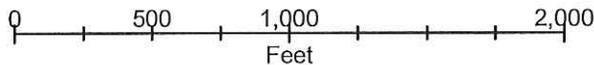


Legend

-  Hospital
-  Schools
-  Cemetery
-  Churches

PetitionNo

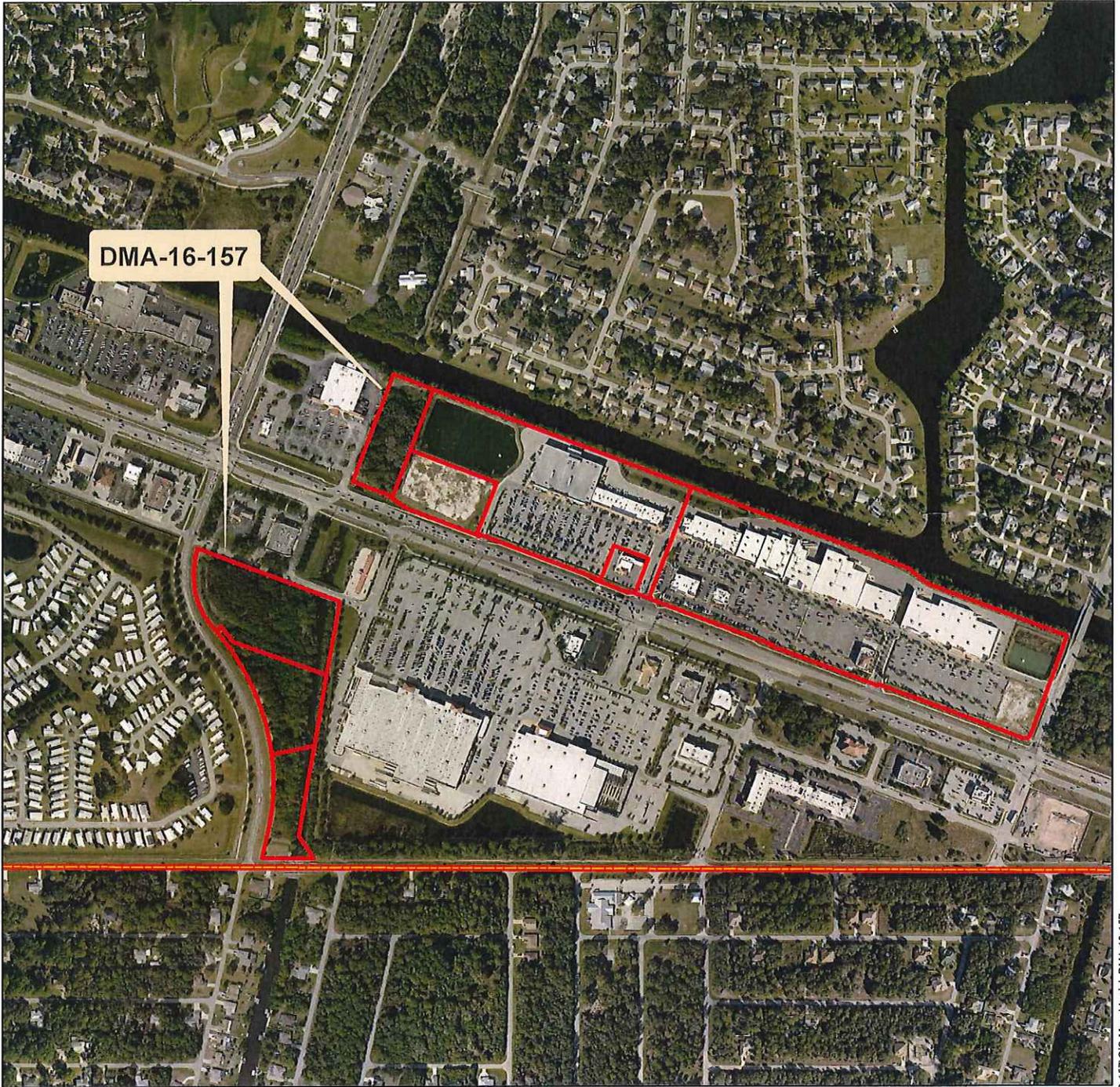
-  DMA-16-157



Prepared by NDS/Planning Division
November 2, 2016

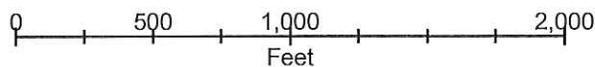
Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

AERIAL DMA-16-157 Cocoplum Village Shoppes



Legend

-  DMA-16-157
-  City Boundary

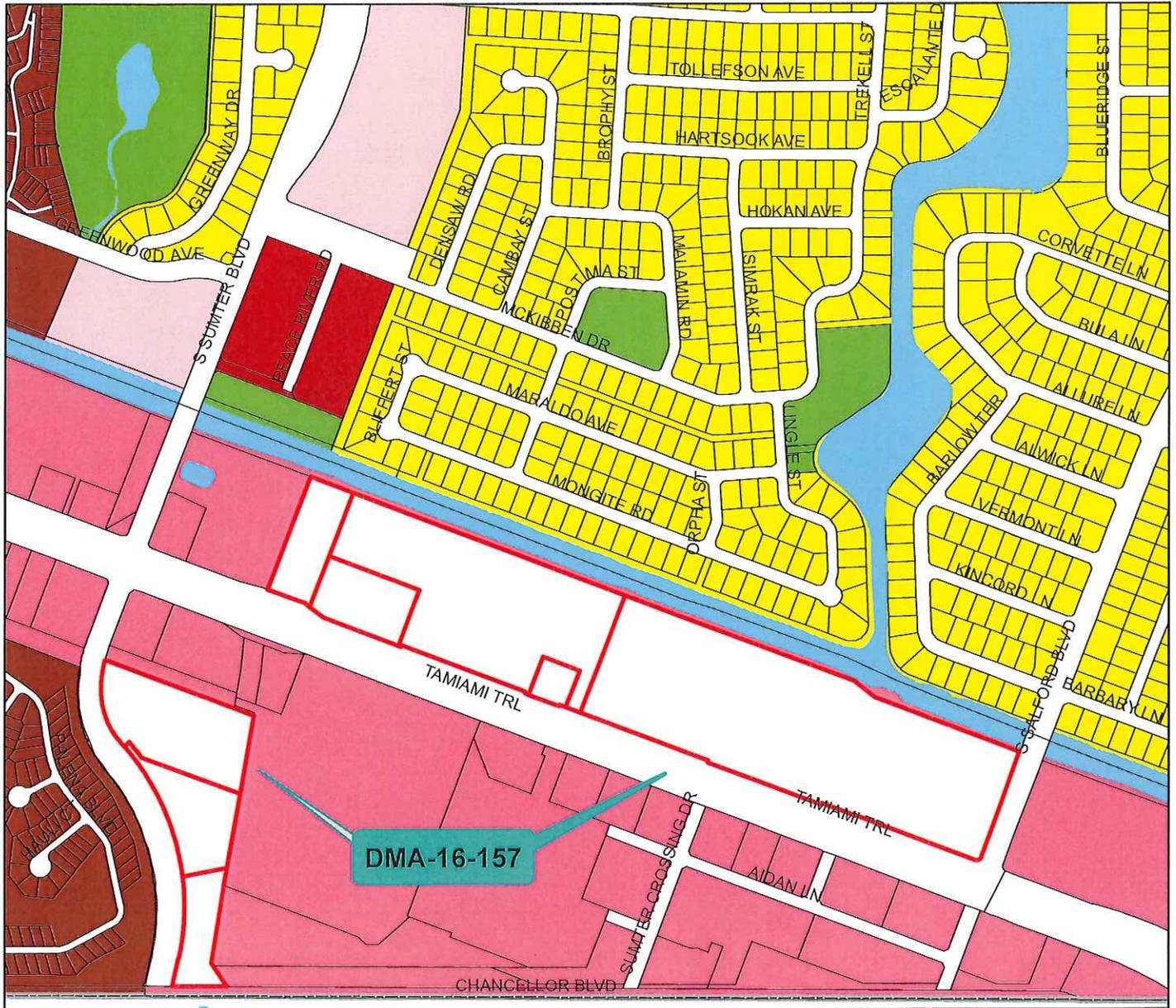


Prepared by NDS/Planning Division
November 2, 2016

Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

FUTURE LAND USE

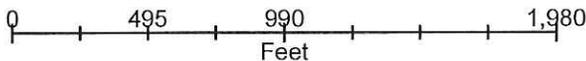
DMA-16-157 Cocoplum Village Shoppes



- | | |
|--|--|
|  AGRICULTURAL, ESTATES |  UTILITY INDUSTRIAL CORRIDOR |
|  LOW DENSITY RESIDENTIAL |  CONSERVATION (TDR SENDING ZONE) |
|  MEDIUM DENSITY RESIDENTIAL |  RECREATION/OPEN SPACE (TDR SENDING ZONE) |
|  HIGH DENSITY RESIDENTIAL |  PUBLIC |
|  PROFESSIONAL OFFICE |  ACTIVITY CENTER (TDR RECEIVING ZONE - EXCEPT AC-3) |
|  COMMERCIAL |  VILLAGE |
|  INDUSTRIAL |  DMA-16-157 |



Prepared by NDS/Planning Division
November 2, 2016

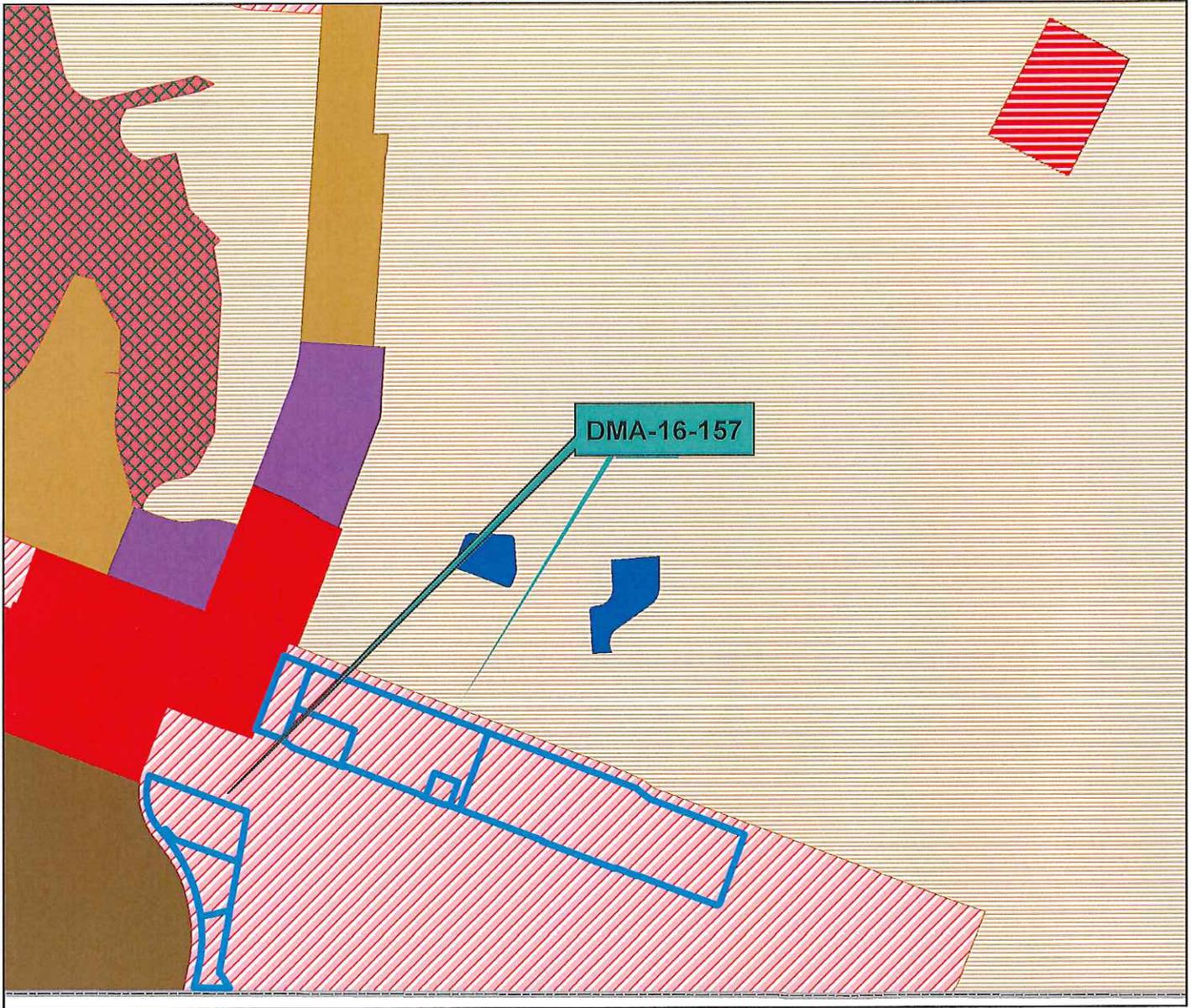


NOTE: THIS MAP CANNOT BE CORRECTLY INTERPRETED INDEPENDENTLY OF THE CITY OF NORTH PORT COMPREHENSIVE PLAN AS ADOPTED BY ORDINANCE NO. 97-27, AS SAME MAY BE AMENDED FROM TIME TO TIME.

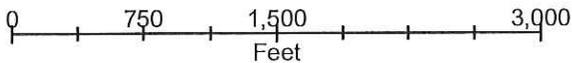
Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

CURRENT ZONING

DMA-16-157 Cocoplum Village Shoppes 'Planned Community Development (PCD)'



Zoning Classifications		
AC-7 - Activity Center 7	AG - Agriculture	PCD - Planned Community Development
CLR - Commercial Redevelopment Low Impact	CD - Conservation District	RSF-2 - Residential Single Family 2
V - Village	ROS - Recreation/Open Space	RSF-3 - Residential Single Family 3
CGS - Commercial General S	GU - Government Use	RMF - Residential Multi-Family
NC-HI - Neighborhood Commercial-High Intensity	ILW - Industrial/Light Warehouse	RMH - Residential Manufactured Housing
NC-LI - Neighborhood Commercial-Low Intensity	CG - Commercial General	RTF - Residential Two Family
ComRec - Commercial/Recreation	OPI - Office/Professional/Institutional	NZD - No Zoning Designation
	UIC - Utility Industrial Corridor	DMA-16-157



Prepared by NDS/Planning Division
August 12, 2015

Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

NOTE: THIS MAP CANNOT BE CORRECTLY INTERPRETED INDEPENDENTLY OF THE CITY OF NORTH PORT COMPREHENSIVE PLAN AS ADOPTED BY ORDINANCE NO. 97-27, AS SAME MAY BE AMENDED FROM TIME TO TIME.

SITE INFORMATION

Land Use

Adopted Future Land Use Map Designation: Activity Center #1 (both sites)

Adopted Zoning Map Designation: Planned Community Development (both sites)

Existing Land Use(s): Vacant (both sites)

Surrounding Land Uses: (north site)

Direction	Existing Land Uses	Future Land Use Map Designation	Zoning Map Designation
North	Vacant/Drainage	Activity Center #1	Planned Community Development
South	Commercial (Wal-Mart, Home Depot, etc.)	Activity Center #1	Planned Community Development
West	Wendy's and Peace River North Healthpark	Activity Center #1	Planned Community Development
East	Proposed Cocoplum Center	Activity Center #1	Planned Community Development

Surrounding Land Uses: (south site)

Direction	Existing Land Uses	Future Land Use Map Designation	Zoning Map Designation
North	Developed outparcels	Activity Center #1	Planned Community Development
South	Chancellor Blvd;/Charlotte County	Activity Center #1	Planned Community Development
West	Holiday Park	Activity Center #1	Planned Community Development
East	Wal-Mart/Home Depot	Activity Center #1	Planned Community Development

Services and Facilities

Potable Water and Sanitary Sewer:

The City of North Port Utilities Department provided a letter to the applicant dated September 12, 2016 indicating that there is sufficient water and sewer capacity for the proposed project.

Transportation:

Tamiami Trail, Salford Boulevard, S. Sumter Blvd.

Environmental

Conservation: The subject site is not located in any recognized City of North Port Conservation Restricted Overlay Zones.

Flood Zone: Zone B (FIRM Panel No. 120279 0010 B)

Wildlife: A wildlife survey and vegetative survey were conducted by WRA Inc. with a report dated May of 2016. WRA staff performed a database review and site inspection on April 7, 2016. The purpose was to evaluate general site conditions and environmental constraints that may influence site development. Listed species were considered, either due to the project's location in the USFWS Formal Consultation Area or due to the proximity of known habitat: Gopher tortoise, eastern indigo snake, Florida sandhill crane, bald eagle, Florida scrub jay, Sherman's fox squirrel and wading birds were all addressed in the report. Due to the presence of wading birds on the project site, minimization efforts will be implemented prior to and during construction activities.

The applicant is proposing the following voluntary measures to minimize potential impacts to potential existing nests.

- 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)
- 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.

Several months ago, both representatives of Benderson Development, City of North Port Planning and City of North Port Stormwater met with a group of individuals interested in preserving the habitat of an existing bird colony in the area where the new stormwater pond was to be constructed. It was agreed that some entity would take over responsibility of maintaining this environmental buffer and that the decision on who would maintain it would be addressed at a later date.

III. STAFF ANALYSIS & FINDINGS

The purpose of this proposed amendment is to add to the existing retail opportunities at the Cocoplum Village Shoppes. The project consists of two separate project areas (development site and stormwater site) totaling 12.03 acres. The subject project is located in Section 33, Township 39S, Range 21E. The development sites occur on the north side of US Highway 41 between Salford and Sumter Blvd and immediately south of the Cocoplum Canal. The stormwater site is located one block south of US Highway 41 on the east side of Sumter Boulevard and the north side of Chancellor Boulevard. The surrounding land uses include commercial developments, the Cocoplum Waterway, Holiday Park and major roadways.

The project location has a land use designation of Activity Center #1 and a zoning designation of Planned Community Development (PCD). The applicant has requested several modifications/waivers from the Unified Land Development Code (ULDC) specifically, sign regulations and parking.

This plan is consistent with the City of North Port Comprehensive Plan, Policy 2.1.1, which establishes Activity Center #1 as an area in the City that provides for retail, office and commercial uses. This project shall comply with the Activity Center #1 Mediterranean design standards.

The applicant submitted a transportation analysis performed by Kimley-Horn and Associates and the study indicated no off site transportation improvements will be necessary. As a matter of background, there are three (3) access points to the site along US RT 41, east of Sumter Blvd. and west of Salford Blvd. Once access point is a full access signalized intersection and two access points are right in/right/out only connections. Additionally, there is one existing right-in/right-out/left-out connection along Salford Blvd. (the area of the so called "pork chop") which will be removed leaving a right-in/right-out only coming out of Cocoplum Villages. According to the City's Infrastructure Engineer, the Florida Department of Transportation will be paying for the US-41 work that is needed to access Cocoplum Village Shoppes and the developer of Gateway of Cocoplum across Salford Blvd. from Cocoplum Village Shoppes.

As noted on the applicant's plan, the new portion of the shopping center (north of Tamiami Trail) will provide a direct connection with the adjacent Peace River Bayfront Medical Group and Wendy's Restaurant thus allowing for easy access to Sumter Blvd northbound. A new entrance is proposed in the new area of development on site onto US 41. That will also be a right-in and right-out. Traffic circulation within the development will essentially remain the same other than the new exit onto Sumter Blvd.

With regards to developer requirements that were on the previous DMP, a fountain or water feature at the northwest intersection of US 41 and Salford Blvd. shall be constructed the design of which must be approved by the City Manager or his designee.

Also, private stormwater facilities are not a permitted use in the PCD Zoning District. Therefore, the primary use of the property, the proposed commercial structure next to the stormwater pond south of Tamiami Trail, must be constructed and a certificate of occupancy issued no more than three (3) years after the stormwater facility is placed into service. The proposed commercial use

on the parcel south of US RT 41 and on South Sumter Blvd. shall not be subject to the waivers approved for the shopping center on the north side of US RT 41.

A neighborhood meeting was held by the applicant on Thursday, April 6, 2017 at the Morgan Family Center to explain the proposed expansion. (See later in this report for details on the meeting)

Fiscal Neutrality:

The financial analysis of the project based on a per capita/per employee model using the City's FY 2015 operating budget, based on the applicant's submittal of a 87,000 square foot commercial plaza to be constructed in 7 phases with phase I at 20,110 square feet, phases 2-5 include 17,600 square feet of outparcels and two retail areas for phases 6-7 at 48,750 square feet. The analysis shows the project is expected to create 217 net direct and 609 indirect new jobs at build-out of the project. The project is fiscally neutral with a yearly net positive surplus of \$150,000 to \$254,000 per five-year period (after buildout) and a cumulative \$1.7 million positive ad valorem impact. The findings, as illustrated in Figure 1, indicate that the project, as presented will operate at a net operating surplus for the City, starting off marginally during the construction phase and increasing over time. In addition, the larger cumulative economic effect both direct and indirect output from the development totals over \$53 million in direct earnings from development, and \$16 million in indirect earnings.

Staff used a conservative approach to annual growth in sales and per annum property value inflation scales to ensure the market is not over-exaggerated for the planning period of this project.

FIGURE 1

CITY OF NORTH PORT, FLORIDA DEVELOPMENT ECONOMIC AND FISCAL IMPACT MODEL CocoPlum Village Shoppes Amendment SUMMARY OF ECONOMIC AND FISCAL IMPACTS							
I. OPERATING REVENUE IMPACT	Years 1 - 5	Years 6 - 10	Years 11 - 15	Years 16 - 20	Years 21 - 25	Years 26 - 30	Years 1 - 30
A. Ad Valorem Taxes	\$165,944	\$378,335	\$419,826	\$463,522	\$504,191	\$543,157	\$2,474,975
B. Other Taxes	\$51,660	\$108,363	\$108,934	\$108,934	\$108,934	\$108,934	\$595,757
C. Permits, Fees, & Special Assessments	\$267,389	\$560,876	\$563,830	\$563,830	\$563,830	\$563,830	\$3,083,586
D. Intergovernmental Revenue	\$63,350	\$132,884	\$133,584	\$133,584	\$133,584	\$133,584	\$730,570
E. Charges for Services	\$275,786	\$578,490	\$581,537	\$581,537	\$581,537	\$581,537	\$3,180,424
F. Fines & Forfeitures	\$1,270	\$2,663	\$2,677	\$2,677	\$2,677	\$2,677	\$14,642
G. Miscellaneous Income	\$12,131	\$25,446	\$25,580	\$25,580	\$25,580	\$25,580	\$139,899
TOTAL OPERATING REVENUE IMPACT	\$837,529	\$1,787,057	\$1,835,969	\$1,879,665	\$1,920,334	\$1,959,299	\$10,219,853
II. OPERATING EXPENDITURE IMPACT	Years 1 - 5	Years 6 - 10	Years 11 - 15	Years 16 - 20	Years 21 - 25	Years 26 - 30	Years 1 - 30
General Government	\$273,166	\$572,994	\$576,012	\$576,012	\$576,012	\$576,012	\$3,150,209
Economic Environment	\$2,753	\$5,775	\$5,805	\$5,805	\$5,805	\$5,805	\$31,747
Physical Environment	\$53,813	\$112,878	\$113,472	\$113,472	\$113,472	\$113,472	\$620,579
Human Services	\$1,563	\$3,279	\$3,296	\$3,296	\$3,296	\$3,296	\$18,026
Transportation	\$122,750	\$257,481	\$258,838	\$258,838	\$258,838	\$258,838	\$1,415,582
Public Safety	\$249,364	\$523,068	\$525,823	\$525,823	\$525,823	\$525,823	\$2,875,723
Culture/Recreation	\$8,996	\$18,871	\$18,970	\$18,970	\$18,970	\$18,970	\$103,748
Capital	\$28,841	\$60,498	\$60,817	\$60,817	\$60,817	\$60,817	\$332,606
Debt & Lease	\$31,038	\$65,105	\$65,448	\$65,448	\$65,448	\$65,448	\$357,936
TOTAL OPERATING EXPENDITURE IMPACT	\$772,284	\$1,619,947	\$1,628,481	\$1,628,481	\$1,628,481	\$1,628,481	\$8,906,155
III. NET OPERATING SURPLUS/DEFICIT	Years 1 - 5	Years 6 - 10	Years 11 - 15	Years 16 - 20	Years 21 - 25	Years 26 - 30	Years 1 - 30
	\$65,245	\$167,110	\$207,488	\$251,184	\$291,853	\$330,818	\$1,313,698
IV. AD VALOREM INCREMENTAL REVENUE	Years 1 - 5	Years 6 - 10	Years 11 - 15	Years 16 - 20	Years 21 - 25	Years 26 - 30	Years 1 - 30
	\$157,647	\$359,418	\$398,835	\$440,346	\$478,981	\$515,999	\$2,351,227

REQUEST OF MODIFICATIONS/WAIVERS FROM THE UNIFIED LAND DEVELOPMENT CODE

Pursuant to Chapter 53, Section 53-118, the applicant is requesting the following modifications of regulations (waivers) from the ULDC. The waivers that you see below were approved in the previously approved DMP (DCP-08-111 and DCP-07-27) and is being requested to carry over to the new phase on the north side of Tamiami Trail. Those that are colored in **blue** are new waivers and those that are **stricken** is a request to remove that specific language in the ULDC. Anything in **red** is new language to the previously approved waiver. Any waivers not specifically mentioned in this application shall not be addressed. The applicant shall adhere to all sections of the Unified Land Development Code unless a waiver is approved.

Request #1 - A modification/waiver is requested from Section 21-8 Off-Street Parking Facilities and Other Vehicular Use Areas. (Previously Approved Waiver)

This section includes the following requirements:

- A. Landscaping the Interior of Off-Street Parking Areas
- (3) Interspersing of Landscape Areas within Parking Spaces

Interior landscaped areas shall be distributed so as to limit unbroken rows of parking spaces to a maximum of ten parking spaces per row.

A waiver is requested from the above requirement to allow an unbroken row of 19 parking spaces and an increased landscaped area at the terminus of such a row. This arrangement will allow for an increase in available parking and larger landscaped islands available to maintain desired canopy coverage within the parking facility.

Staff Response: This waiver was approved in the previous DCP/DMP and staff recommends that this waiver carry over in order to be consistent with the original DMP waiver for the northern site only.

Request #2 - A waiver is requested from section 29-11 area of signs. This section provides the following area criteria for project signage. (Previously Approved Waiver)

This section includes the following requirements:

B. Secondary Class A signs:

(1) Individual nonresidential occupants within a multiple-occupancy structure of two or more establishments. Occupants located within a multiple-occupancy complex shall not be permitted individual primary Class A, but may display individual wall-mounted signs (secondary Class A signs) on the building in which the occupant is located. On each side of such building on which part of the exterior wall is included in the occupants individually leased or owned premises (not including a common area), such occupant may display signs as follows:

(a) If such side of the principal building or unit includes the primary entrance/exit to such occupant's premises, the occupant may display in the leased or owned area one such sign, excluding awning and window signs, with a total combined sign area of no more than 5% of the surface area of the exterior wall included in such occupant's individually leased or owned premises up to a maximum sign area of 100 square feet. Only one building side will be considered as including any occupant's primary entrance/exit. If the occupant has an entrance/exit on a corner or on more than one side, the occupant may choose which building side shall count as having the primary entrance/exit.

A waiver is requested from the above requirement to utilize ~~the storefront length times the height times 10% (or approximately~~ 2 square feet of signage per lineal foot of building frontage. The requested formula is typical for a large percentage of the municipalities within the country. This formula, in conjunction with the proposed internal sign specifications and approval processes, would help to ensure that the tenants have the visibility needed to be successful. **A waiver is also requested to allow one (1) tower sign measuring 20'-0" x 16'-0" on Outparcel 7 containing the names of any tenant located on the site.**

Staff Response: Staff is in agreement with this waiver. The purposes of this waiver is to allow the businesses that will be relocating to Outparcel 7 increased visibility from US-41.

Request #3 - A waiver is requested from Section 29-11 number of signs. This section provides the following area criteria for project signage. (Previously Approved Waiver with Additions in RED)

B. Secondary Class A signs:

- (1) Individual nonresidential occupants within a multiple-occupancy structure of two or more establishments. Occupants located within a multiple-occupancy complex shall not be permitted individual primary Class A, but may display individual wall-mounted signs (secondary Class A signs) on the building in which the occupant is located. On each side of such building on which part of the exterior wall is included in the occupants individually leased or owned premises (not including a common area), such occupant may display signs as follows:
 - (a) If such side of the principal building or unit includes the primary entrance/exit to such occupant's premises, the occupant may display in the leased or owned area one such sign, excluding awning and window signs, with a total combined sign area of no more that 5% of the surface area of the exterior wall included in such occupants individually leased or owned premises up to a maximum sign area of 100 square feet. Only one building side will be considered as including any occupant's primary entrance/exit. If the occupant has an entrance/exit on a corner or on more than one side, the occupant may choose which building side shall count as having the primary entrance/exit.

A waiver is requested from the above requirement to allow more than one (1) secondary Class A sign for the occupants individually leased or owned premises to be located on **the front, side and rear** of the building, provided that each sign does not exceed the maximum allowed for the front sign. **Secondary Class A signs that are not visible from either the public right-of-way or from offsite shall not be counted as a regulated sign and shall be exempt from regulation of dimension, size, area, or placement by the City of North Port.**

Staff Response: Staff is in agreement with this waiver. Since some of the new building will have the front of the building facing inward towards the development, increased signage is need to make the business visible from US-41.

Request #4 - A waiver is requested from the previously approved DCP-08-111 and DCP-07-27, which indicated walkways to be constructed around the proposed water management ponds. A waiver is requested to eliminate the walkways around the water management ponds. (Previously Approved Waiver)

Staff Response: This waiver was approved in the previous DCP/DMP and staff recommends that this waiver carry over to the northern site only.

Request #5 - A waiver is requested to maintain the previously approved 30' high freestanding signage along the project's frontage on US-41. **(Previously Approved Waiver)**

Staff Response: This waiver was approved in the previous DCP/DMP and staff recommends that this waiver carry over to the northern site only.

Request #6 - A waiver is being requested with regards to Pylon Signs. **(New Waiver)**

Pylon signage

(1) a waiver is requested to add an additional pylon sign in the same size and design as existing pylon signs to be located at the north end of the property as shown on the site plan.

Staff Response: This is a new waiver request. Since the applicant is constructing a new access on the north end of the property, staff is of the opinion that this additional signage is necessary to attract visitors to the shopping center southbound on US-41. The signage shall be in concert with the Activity Center #1 Urban Design Guidelines as well as the Unified Land Development Code.

Request #7 - Directional signage: A waiver is requested from Chapter 29, Section 29-8 exempt signs. (New Waiver)

(1-2). This section allows directional signs to be erected on-site without first obtaining a permit.

(e). Directional signs (commercial). Directional signs, symbols or devices relating to traffic, parking, public services, facilities or warnings on private property.

(2) these signs shall not exceed four (4) square feet in area or contain any advertising matter other than a logo or business name.

A waiver is requested from the above size requirement to allow directional signs to be a maximum of twenty (20) square feet in copy/graphic area and a maximum of ten (10) feet in height.

Staff Response: Without the aid of a drawing or a sign amount, staff does not agree to the waiver. Directional signs need not be 20 sq. ft. in size. According to Section 29-8 of the ULDC, a directional sign pertains to entrance, exit, slow, no trespassing, etc. Typically those type signs are far under 20 sq. ft. in size. Again, without a justification, staff does not agree to the waiver request.

Request #8 - Light Pole Banners: A waiver is requested from Chapter 29, Section 29-10. Permitted Permanent Signs.

g. (3) Banners.

Banners or pennants may be erected in a nonresidential zoning district with the following conditions;

(b) no banner or pennant shall be placed above a sidewalk, walkway, alley, driveway or public or private roadway or right-of-way, unless placed in commission approved business districts.

(iv) all banners in a business district shall have the same design and color throughout the district.

(v) banners shall be permitted only on every other light pole.

(vi) the business district members are responsible for acquiring all relative permissions prior to the placement of the banners.

(iv) a waiver is requested to allow light pole banners to be installed in the parking lot areas and along driveway entrances into the plaza and to be exempt from regulation of quantity, location and design.

(v) the internal banner designs may be changed without review and approval from the City of North Port.

Staff Response: Staff agrees with this waiver of the installation of banner signs on light poles within the shopping center so long as the banner signs do not interfere with the safety of pedestrians or motorists. One banner sign per light pole shall be permitted. Staff also has no issue with exempting the developer from having to seek City permission everytime a banner sign is changed with regards to content. A recent U.S. Supreme Court Case, Reed vs. Gilbert ruled that no municipality can impose content-based restrictions on signage. The City shall however retain the right to review the design of the banner in terms of shape and colors so that the requirements of Activity Center #1 will be met.

IV. STAFF RECOMMENDATION, SDR REVIEW AND PLANNING AND ZONING ADVISORY BOARD ACTION

Staff finds that subject to approval of the modifications/waivers of regulations requested with the exception of **Waiver Request #7.** The CocoPlum Village Shoppes DMA meets the requirements of the Unified Land Development Code (ULDC) and the Comprehensive Plan. Staff recommends **APPROVAL**. SDR comments and conditions will be addressed at the Major Site and Development (MAS) approval stage of this process since this DMA is only addressing the concept plan and the requested waivers.

The Planning and Zoning Advisory Board met on April 20, 2017 to hear this petition. Much discussion centered around the requested waivers. When discussion ended, the Board recommended that Waiver #7 be approved but not as requested by the applicant. The applicant suggested that a maximum of 12 sq. ft. of sign area no higher than 4 ft. in height would be acceptable to them. The Board asked Staff if the new proposal was acceptable and staff agreed.

The Planning and Zoning Advisory Board then recommended **APPROVAL** to the City Commission of Petition No. DMA-16-157, a Development Master Plan Amendment Application for Cocoplum Village Shoppes, with the following amendments on the waiver requests: #7, to read a maximum of 12 square-feet in copy/graphic area and a maximum of 4 feet in height; and #8, to clarify that the Board is not regulating or controlling any content on the light pole banners. The vote was **UNANIMOUS**.

REVIEW PROCESS

A. Staff Development Review:

Staff reviewed this petition and found this petition to be in compliance. The following City departments were involved in this plan review and issued the following results. Most if not all of the comments will be applied at the MAS stage of this project.

- Neighborhood Development Services, Building – Approval with conditions
 - Arborist
- Neighborhood Development Services, Building – Approval with conditions
 - Zoning
- Neighborhood Development Services, Planning – Approval with conditions
 - General Land Use and Zoning
- Fire Rescue District – Approval with conditions
 - Fire Prevention and Life Safety
- North Port Utilities – Approved with conditions
 - Potable Water and Sanitary Sewer
- Police Department – No Comments
 - Life Safety and Traffic Enforcement
- Public Works – Approved with conditions
 - Stormwater and Environmental review
- Public Works – Approved with conditions

- Transportation, Infrastructure and Solid Waste
- Finance – No Comments
- Financial

V. NEIGHBORHOOD MEETING

A neighborhood meeting was held by the developer pursuant to the requirements of Chapter 53, Section 37-55 of the Unified Land Development Code on April 6, 2017 at the Morgan Family Center. There were only eight people in attendance and of those attending was the project engineer for the development across Salford Blvd. and another couple introduced themselves and the remainder chose not to sign any sign-in sheets nor did they wish to tell the applicant who they were. The meeting lasted 15 minutes.

VI. PUBLIC HEARING SCHEDULE

**Planning and Zoning Advisory Board
Public Hearing**

April 20, 2017
9:00 AM or as soon thereafter

**City Commission
Public Hearing**

May 10, 2017
1:00 PM or as soon thereafter

AFFIDAVIT

Exhibit A-1

I (the undersigned), DAVID BALDAUF, Manager of BENDERSON 85-1 Trust being first duly sworn, depose and say that I am the owner, attorney-in-fact, agent, lessee or representative of the owner(s) of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application are honest and true to the best of my (our) knowledge and belief. I understand this application must be complete and accurate before the hearing can be advertised, and that I am authorized to sign the application by the owner or owners. I (we) authorize City staff to visit the site as necessary for proper review of this petition. *If there are any special conditions such as locked gates, restricted hours, guard dogs, etc., please provide the name and telephone number of the individual who can allow access.*

Sworn and subscribed before me this 3 day of MAY, 20 16

[Signature]

DAVID BALDAUF, Trustee
BENDERSON 85-1 TRUST

Signature of Applicant or Authorized Agent

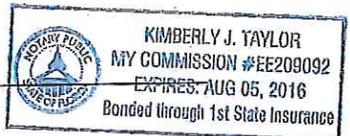
Print Name and Title

STATE OF FLORIDA COUNTY OF MANATEE

The foregoing instrument was acknowledged by me this 3rd day of MAY, 20 16, by DAVID H. BALDAUF who is personally known to me or has produced _____ as identification, and who

did/did not take an oath.

[Signature]
Signature - Notary Public



(Place Notary Seal Below)

AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT

I (we), BENDERSON 85-1 Trust, property owner(s), hereby authorize Clint Cuffle, WRA Engineering & Todd Mathes to act as Agent/Applicant on our behalf to apply for this petition on the property described as (legal description) attached

[Signature]
Signature of Owner

DAVID BALDAUF, Trustee
BENDERSON 85-1 TRUST Date MAY 3, 2016

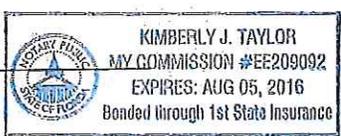
STATE OF FLORIDA COUNTY OF MANATEE

The foregoing instrument was acknowledged by me this 3 day of MAY, 20 16, by

DAVID H. BALDAUF who is personally known to me or has produced _____ as identification, and who did

not take an oath.

[Signature]
Signature - Notary Public



(Place Notary Seal Below)

Exhibit A-2 Warranty Deeds

Prepared by:
Alicia H. Gayton
Benderson Development Company, LLC
7978 Cooper Creek Blvd., SUITE 100
University Park, FL 34201

Return to:
Juanita M. Schuster
Fidelity National Title Group
2400 Maitland Center Pkwy, Suite 200
Maitland, FL 32751
5087109

Parcel I.D. Number: 1002090010 & 1002090020

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made as of the 12 of April, 2016, by **FIFTH THIRD BANK**, an Ohio Banking Corporation ("Grantor"), whose address is 8100 Burlington Pike, 3rd Floor, Florence KY 41042 and **5900 SBNP, LLC**, a Florida limited liability company, whose address is 7978 Cooper Creek Blvd., Suite 100, University Park, FL 34201 ("Grantee"),

WITNESSETH, that the Grantor, for and in consideration of the sum of **SIX HUNDRED NINETY-FIVE DOLLARS (\$1.00)** and other valuable Considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", their successors and assigns forever, following described land, situate, lying and being in the County of Sarasota, State of Florida more particularly described as:

LOT 1 and LOT 2 of NORTH PORT GATEWAY WEST, according to the map or plat thereof, as recorded in Plat Book 46, Page(s) 33, of the Public Records of Sarasota County, Florida.

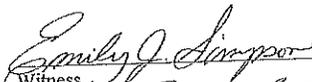
SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances imposed by governmental authorities, if any.

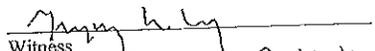
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever. AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to 2015. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal.

Signed, sealed and delivered in our presence:


Witness
Printed Name Emily J. Simpson


Witness
Printed Name Gregory A. Kelly

FIFTH THIRD BANK
an Ohio Banking Corporation


Name: Ryan Osborne
Title: Vice President

STATE OF Kentucky
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 12 day of April, 2016,
by Terry Osborne, as Vice President of FIFTH THIRD BANK an Ohio
Banking Corporation. She/He is personally known to me, or () has produced _____
_____ as identification, and did not take an oath.

WENDI M. MERRITT
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 6/25/2016
I.D. # 469256

Wendi Merritt
Notary Public
Notary Seal

FIFTH THIRD BANK
an Ohio Banking Corporation

Emily J. Simpson
Witness
Printed Name Emily J. Simpson

Elizabeth Raleigh
Name: Elizabeth Raleigh
Title: ASST Vice President

Grayson A Kelly
Witness
Printed Name Grayson A Kelly

STATE OF Kentucky
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 12 day of April, 2016,
by Elizabeth Raleigh, as Asst Vice President of FIFTH THIRD BANK an Ohio
Banking Corporation. She/He is personally known to me, or () has produced _____
_____ as identification, and did not take an oath.

WENDI M. MERRITT
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 6/25/2016
I.D. # 469256

Wendi Merritt
Notary Public
Notary Seal

Exhibit A-2 Warranty Deeds

Prepared by:
Alicia H. Gayton
Benderson Development Company, LLC
7978 Cooper Creek Blvd., SUITE 100
University Park, FL 34201

Return to:
Juanita M. Schuster
Fidelity National Title Group
2400 Maitland Center Pkwy, Suite 200
Maitland, FL 32751
5087109

Parcel I.D. Number: 1002090021

QUIT CLAIM DEED

THIS INDENTURE, made as of the 12 of April, 2016, by **FIFTH THIRD BANK**, an Ohio Banking Corporation ("Grantor"), whose address is 8100 Burlington Pike, 3rd Floor, Florence KY 41042 and **5900 SBNP, LLC**, a Florida limited liability company, whose address is 7978 Cooper Creek Blvd., Suite 100, University Park, FL 34201 ("Grantee")

WITNESSETH, that the Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00), and other valuable consideration, receipt of which is hereby acknowledged, hereby sells, remises, and quitclaims unto the Grantee, Grantee's heirs, successors and assigns forever, all of its right, title and interest in and to the all that certain land, lying and being in the County of Sarasota, State of Florida more particularly described as:

TRACT A of NORTH PORT GATEWAY WEST, according to the map or plat thereof, as recorded in Plat Book 46, Page(s) 33, of the Public Records of Sarasota County, Florida.

TO HAVE AND TO HOLD the above described premises, with the appurtenances thereto unto Grantee, Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal.

Signed, sealed and delivered in our presence:

FIFTH THIRD BANK
an Ohio Banking Corporation

Emily J. Simpson
Witness
Printed Name Emily J. Simpson

Terry Osborne
Name: Terry Osborne
Title: Vice President

Gayvon A Kelly
Witness
Printed Name Gayvon A Kelly

STATE OF Kentucky
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 12 day of April, 2016, by Terry Osborne, as Vice President of FIFTH THIRD BANK an Ohio Banking Corporation. She is personally known to me, or has produced _____ as identification, and did not take an oath.

WENDI M. MERRITT
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 02/25/2016
I.D. # 469258

Wendi M Merritt
Notary Public
Notary Seal

Signed, sealed and delivered in our presence:

Emily J. Simpson
Witness
Printed Name Emily J. Simpson

Gregory A Kelly
Witness
Printed Name Gregory A Kelly

FIFTH THIRD BANK
an Ohio Banking Corporation

Elizabeth Raleigh
Name: Elizabeth Raleigh
Title: Asst Vice President

STATE OF Kentucky
COUNTY OF Bone

The foregoing instrument was acknowledged before me this 12 day of April, 2016, by Elizabeth Raleigh, as Asst. Vice President of FIFTH THIRD BANK an Ohio Banking Corporation. She He is personally known to me, or has produced _____ as identification, and did not take an oath.

WENDI M. MERRITT
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 6/25/2016
I.D. # 469258

Wendi Merritt
Notary Public
Notary Seal

Prepared by\Return to:

Exhibit A-2 Warranty Deeds

Juanita M. Schuster
Fidelity National Title Group
2400 Maitland Center Pkwy, Suite 200
Maitland, FL 32751
5087109

Parcel I.D. Number: 1002150030

QUIT CLAIM DEED

THIS INDENTURE, made as of the 8th of April, 2016, by **NORTH PORT GATEWAY, LLC**, a Nevada limited liability company, whose address is P.O. Box 49437, Sarasota, FL 34230 ("**Grantor**") to **15300 STI, LLC**, a Florida limited liability company, whose address is 7978 Cooper Creek Blvd., Suite 100, University Park, FL 34201, ("**Grantee**")

WITNESSETH, that the Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00), and other valuable consideration, receipt of which is hereby acknowledged, hereby sells, remises, and quitclaims unto the Grantee, Grantee's heirs, successors and assigns forever, all of its right, title and interest in and to the all that certain land, lying and being in the County of Sarasota, State of Florida, more particularly described as:

Tract "A" and Tract "B", SUMTER SOUTHEAST SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 41, Pages 35 and 35A, Public Records of Sarasota County, Florida

LESS AND EXCEPT that portion of said Tract "B" lying within Lot 1 of Fullenkamp Sumter Subdivision according to the Plat Thereof as recorded in Plat Book 45, Pages 7, 7A, 7B & 7C of the Public Records of Sarasota County, Florida.

TO HAVE AND TO HOLD the above described premises, with the appurtenances thereto unto Grantee, Grantee's heirs and assigns forever.

THIS INDENTURE is made pursuant to Section 605.0709 2(b)3 of the Florida Statutes for the purpose of winding up the affairs of North Port Gateway, LLC.

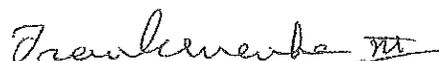
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Signed, sealed and delivered in our presence:



Witness
Printed Name June M. Santos

NORTH PORT GATEWAY, LLC

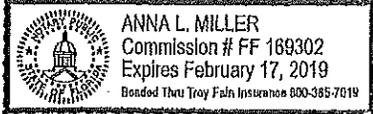


by: Frank Menke, III
Its: Managing Member


Witness
Printed Name Breiden McQuaid

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 8th day of April, 2016, by Frank Menke, III, as Managing Member of North Port Gateway, LLC. He is personally known to me, or (X) has produced _____ as identification, and did not take an oath.



Anna L. Miller
Notary Public
Notary Seal

Exhibit A-2 Warranty Deeds

This Instrument Prepared by:

Miko P Gunderson
Berntsson, Iltersagen, Gunderson & Wideikis, LLP
THE BIG W LAW FIRM
18401 Murdock Circle, Suite C
Port Charlotte, FL 33948

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015114602 2 PG(S)
September 15, 2015 11:58:21 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Property Appraisers Parcel I.D. (Folio) Number(s):
1002001001
File No.: 20150457

Doc Stamp-Deed: \$5,950.00



WARRANTY DEED

This Warranty Deed, Made the 14th day of September, 2015, by SOUTH FLORIDA LAND HOLDINGS, LLC, a Florida limited liability company, having its place of business at 18401 Murdock Circle, Unit C, Port Charlotte, FL 33948, hereinafter called the "Grantor", to 15151 STT, LLC, a Florida limited liability company as tenant in common with an undivided 69.1407%; 15151 STT, LLC, a Florida limited liability company as tenant in common with an undivided 27.0588%; and 15151 STT, LLC, a Florida limited liability company as tenant in common with undivided 3.8005%, whose post office address is: 7978 Cooper Creek Blvd., Suite 100, University Park, FL 34201, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Sarasota County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2015, reservations, restrictions and easements of record, if any.
(Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of Limited Liability Company)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: [Signature]
Printed Name: Cynthia M. Ehlke

SOUTH FLORIDA LAND HOLDINGS, LLC

By: [Signature]
MIKO P. GUNDERSON, Member-Manager

Witness Signature: [Signature]
Printed Name: Carol M. Terry

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2015 by MIKO P. GUNDERSON as Member-Manager of SOUTH FLORIDA LAND HOLDINGS, LLC, a Florida limited liability company, on behalf of the Limited Liability Company. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public Signature Cynthia M. Ehlke (SEAL)
Printed Name: _____

My Commission Expires: _____



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

A parcel of land lying and being in Section 33, Township 39 South, Range 21 East, Sarasota County, Florida, and more particularly described as follows:

Commence at the intersection of the Easterly right-of-way line of Sumter Boulevard and Southerly right-of-way line of Cocoplum Waterway; thence Southeasterly 554.64 feet for Point of Beginning; thence continue Southeasterly 150.00 feet; thence Southwesterly 530.00 feet; thence Northwesterly 150.00 feet; thence Northeasterly 530.00 feet to the Point of Beginning.

PARCEL B:

A portion of Section 33, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows: Commencing at the point of intersection of the Easterly right-of-way line of Sumter Boulevard as platted in the 35th Addition to Port Charlotte Subdivision per plat thereof recorded in Plat Book 15, Page 19, of the Public Records of said Sarasota County, with the Southerly right-of-way line of the Cocoplum Waterway (150.00 feet wide, O.R. 1941, Page 1); thence South 69°19'39" East, along said Southerly right-of-way line of said Cocoplum Waterway, a distance of 704.64 feet to the Point of Beginning; thence continue South 69°19'39" East, along said Southerly right-of-way line a distance of 50.00 feet; thence South 20°40'21" West, a distance of 537.51 feet to a point on the Northerly right-of-way line of the Tamiami Trail, (U.S. 41); thence North 52°37'42" West, along said Northerly right-of-way line, a distance of 26.15 feet; thence North 69°19'39" West, along said Northerly right-of-way line, a distance of 24.95 feet; thence North 20°40'21" East, a distance of 530.00 feet to the Point of Beginning.

Exhibit C – Results of Neighborhood Meeting

Hi Jim, the neighborhood workshop was very casual. There were only eight people in attendance and of those folks Bill Murray, his wife, and another couple introduced themselves and the rest did not sign any sign in sheets or otherwise care to tell me who they were. Bill was there I'm sure on behalf of his client who owns the parcel south of us. The couple who introduced themselves live across Cocoplum canal in the last house to the north. They would like to see us leave the vegetation that is on the canal and probably exotic in place to act as a screen. We discussed that as a potential option, and an enhanced planting of the buffer if it is not. One gentleman had some comments about Salford traffic operations. I indicated that there may ultimately be a traffic separator that restricts both sides of Salford to right in right out movements. We concluded the workshop after about 15 minutes.

Let me know if you would like a more formal report. Thanks, Todd

Sent from my iPhone