

**MINUTES OF THE  
TREASURE COAST REGIONAL PLANNING COUNCIL  
JANUARY 19, 2007**

Chairman Christensen called the meeting to order at 9:10 a.m. and welcomed everyone to the meeting. She led the pledge of allegiance and requested roll call.

The following members and alternates were present:

Indian River County:	Commissioner Wheeler Commissioner O'Bryan
St. Lucie County:	Mayor Christensen Commissioner Grande Councilmember Berger, Alternate
Martin County:	Commissioner Valliere Commissioner Caspersen, Alternate
Palm Beach County:	Commissioner Marcus Commissioner Greene Councilmember Brinkman Mayor Golonka Councilmember Dr. Priore Mayor Lodwick, Alternate
Gubernatorial Appointees:	Herman Baine Donna Brosemer Laurence Davenport Susan Hershey Richard Hurley Reece Parrish
Ex-Officios:	Vicki Gatanis, FDOT, Alternate Marguerita Engle, SJRWMD Mary Murphy, FDEP, Alternate
Council Staff:	Michael J. Busha Sandy Gippert Elizabeth Gulick Stephanie Heidt Terry Hess Trayce Jones Peter G. Merritt Gregory Vaday
Council Attorney:	Roger Saberson

The Executive Director announced a quorum was present.

## AGENDA

Commissioner Marcus moved approval of the Agenda. Commissioner Valliere seconded the motion, which carried unanimously.

**Motion**

## CONSENT AGENDA

Commissioner Marcus moved approval of the Consent Agenda. Councilmember Hershey seconded the motion, which carried unanimously.

**Motion**

Items on the Consent Agenda were: 4A, Financial Report – September 30, 2006; 4B, Annual Audit – Fiscal Year 2005-2006; 4C, Minutes – December 15, 2006; 4D, Designation of Hazardous Materials Awareness Week – Resolution 07-01; 4E, Joint Participation Agreement Between the Palm Beach County Metropolitan Planning Organization and the Treasure Coast Regional Planning Council; and 4F Intergovernmental Coordination and Review Log.

## ANNOUNCEMENTS

Staff noted that there had been some confusion with Governor Crist's withdrawal of the names of some members appointed by the previous Governor, but who had not yet been confirmed. Staff clarified with the Governor's Office that Councilmembers Parrish, Davenport, Foley and Brosemer are full-voting members in good standing until the Governor replaces them. Staff recommended that these Councilmembers resubmit their applications.

## COUNCIL COMMITTEE APPOINTMENTS – 2007

Chairman Christensen noted her proposed committee appointments. Although she has been in contact with most of these appointments and they have accepted, there are still some who have not responded. She indicated that anyone who had been recommended for appointment but not wishing to serve on the particular committee should feel free to decline the appointment.

Commissioner Grande moved to accept Chairman Christensen's Committee Appointments. Commissioner Wheeler seconded the motion, which carried unanimously.

**Motion**

## HOUSING ASSISTANCE AGREEMENT

Council Attorney, Roger Saberson, updated Council on the progress of the public/private partnership agreement between Indiantown Holdings, LLC; Martin County; Treasure Coast Regional Planning Council; Indiantown Non-Profit Housing; and Indiantown Western Martin County Chamber of Commerce. He reminded Council that at the last meeting it was determined that there should be a provision in the agreement to allow termination should counsel determine there is a risk to Council with respect to the \$5 million loan application being processed by the Florida Housing Finance Corporation. Since the applicant must be a business entity of some type, Mr. Saberson stated that he believes there is potential risk of Council being held liable for the loan should the loan default. He reminded Council of circumstances of the Bridge Loan Grants being considered debt on Council's books and warned

this loan may have the same result. He also cautioned that there are loan restrictions on incurring additional debt that could cause the building loan for \$1.8 million to be in default. If this were to occur, the lender could accelerate the entire indebtedness and require the loan to be due in full immediately. He stated that he did not know what the consequences would be to the developer's application should Council terminate the agreement. He offered that the cleanest approach would be for Council to terminate participation immediately. He did note that there may be a less onerous approach on the developer in terms of requiring the developer to provide to Council a modified agreement that is a form of entity that would not result in Council being liable on the loan, but stated that this would not be risk free as the application is moving quickly through the process and could be approved before Council terminates the agreement.

Peter Dame, Council's Bond Counsel from Akerman Senterfitt, stated that the agreement does need to be revised. He noted that there is not a substantive disagreement with the developer as to what the agreement was intended to do. It was not intended to create a general partnership with all the adverse consequences, but rather give the developer some regulatory assistance. He stated that workforce housing is needed in the region and he would support attempts to modify the agreement before termination if the developer would provide some assurances that they will not irrevocably commit the Council in any way. He noted past experiences with the Florida Housing Finance Corporation, and offered that the developer was not wrong to be concerned that Council's termination at this point could affect the approval of their application. He asked Council to give staff the authority to make the necessary modifications to the agreement with the ability to terminate that agreement should it be determined to be a risk for Council to continue its participation.

Commissioner Valliere noted that Martin County's attorney has added language to the agreement to ensure Martin County would not be liable by its participation in the partnership.

Mr. Dame stated that there was language in the agreement that allowed termination and clearly states, as between those two parties, there is no liability. He stated that the question was whether that would bind a third party.

Councilmember Davenport asked if the developer was opposed to the modifications. Terry McCarthy, counsel for the developer of the Quillen Project, stated that he had been advised by his consultant in Tallahassee that the application had a greater than ninety percent likelihood of success. He added that he had been advised by his client that he had full authority to address any of Council's concerns with respect to the agreement and should take every action to ensure Council's comfort with the agreement.

Councilmember Brosemer asked if the Florida Finance Housing Corporation had been contacted to inquire what the ramifications would be to the application should Council terminate participation. Mr. Dame stated that they had not been contacted, but noted that they are governed by very specific rules and statutes in terms of what constitutes the public/private partnership. He added that it is clear in the statute that a contractual arrangement, which is what this partnership would be, fits within the statute. He stated that he believes that if the agreement could be rewritten that this is not a partnership, but a contractual relationship, then it would fit within the statutes and should be accepted by the Florida Housing Finance Corporation, but, he stated, this had not been confirmed with them.

Commissioner Wheeler asked if staff is requesting authorization for the Executive Director to send termination if the agreement could not be satisfactorily modified or just simply requesting to terminate. Mr. Saberson noted that the staff recommendation included in the report was to immediately send a notice of termination and adopt a resolution that would indicate Council's support for the project. He stated that if Council is of the opinion that there should be an attempt to modify the agreement before termination, then the request would not be for immediate termination, but for authorization for the Executive Director, after consultation with counsel, if it is determined there is undue risk to Council, to send notice terminating Council's participation in the agreement without further authorization of Council. He added that a second authorization would be required for the Executive Director to execute a modified agreement, after consultation with counsel, should it be deemed there is no risk to Council.

Commissioner Wheeler stated that he would make that motion. Councilmember Hershey seconded the motion. **Motion**

Mr. Saberson clarified that although immediate termination would be the safest option, if Council wants to pursue attempts to modify the agreement, then he would recommend proceeding with the motion.

Commissioner Wheeler clarified that his motion would be to authorize the Executive Director, after consultation with counsel, to exercise these options when deemed necessary.

Mr. Saberson asked to first have a motion that would authorize the Executive Director, after consultation with counsel, to terminate Council's participation in the agreement at any time, without further authorization from Council.

Commissioner Wheeler made such a motion. Councilmember Hershey seconded the amended motion. **Motion**

Mayor Golonka asked if the Executive Director and Mr. Saberson were comfortable with the current motion. The Executive Director stated that he would prefer to try to modify the agreement before termination.

Mr. Saberson stated that he did not know if waiting would be a risk-free option for Council as the application approval process is moving ahead quicker than had been anticipated. He did state that there is a provision in the agreement that would preclude the developer from signing any commitment or closing documents without the consent of Council and Martin County.

Commissioner Wheeler noted that the intent of his motion is to give the Executive Director the flexibility to either terminate immediately or, after consultation with counsel, to either execute or terminate the agreement after attempts are made to modify the agreement.

Mr. Saberson noted that if the motion were to include allowing time to work out the agreement, then the ability to act quickly would be limited.

Councilmember Priore asked what the perception would be if Council terminated participation and what the impacts would be on affordable housing. Mr. Saberson clarified that there is nothing in the agreement that gives Council the authority to terminate the agreement, only Council's participation in the agreement. He stated that the resolution stating Council's support of the project would be sent with any termination in order to explain why Council is not participating in the agreement.

Councilmember Caspersen asked if the agreement could be modified to exclude Council of any personal liability. Also, he asked if we could request from the lending agency a specific release from all liability.

Mr. Saberson noted that there is a provision in the agreement that states that any obligations that relate to this project, the project partnership or the indebtedness are the obligations of the developer. He stated that this is between the parties to the agreement, and should certainly be enforceable. But, between the public/private partnership and a third party lender, it may not be enforceable if this entity is classified as a general partnership and there is joint and severable liability. He also noted that Mr. Dame had already stated that the Florida Housing Finance Corporation was driven by statutory provisions and rule provisions in terms of what they can do.

Commissioner Marcus noted that she would like to see the motion send the message that Council is supportive of affordable housing and this project, and will work to modify the agreement first. If that cannot be done, then the Executive Director would be authorized to terminate upon the advise of counsel.

Mr. Saberson stated that one of the motions, as proposed, is to authorize the Executive Director to terminate at any time, at will, after consultation with counsel.

Commissioner Wheeler stated that it was his intention to provide the Executive Director the greatest amount of flexibility to protect Council's interests.

Mr. Saberson stated that the motion he was seeking was to give the Executive Director the absolute right to terminate Council's participation in the agreement after consultation with counsel. A second motion would authorize the council attorney and bond counsel to attempt to work out a satisfactory agreement with the developer, but, if at any time there is a perceived risk to Council, then the Executive Director will have the authority to terminate without further authorization from Council.

Councilmember Hurley asked if the resolution will be forwarded in the case of termination. Mr. Saberson stated that would be the case if Council includes that in the motion.

Mayor Golonka stated that she would like to make a substitute motion using the language provided by Mr. Saberson concerning the Executive Director's right to terminate. She stated that Mr. Saberson also made a second motion. Mr. Saberson clarified that motion would be to give the Executive Director the absolute right to terminate Council's participation in the agreement at any time after consulting with counsel. Chairman Christensen stated that was one of the motions on the floor.

Commissioner Wheeler clarified that his motion is to have the Executive Director, in consultation with counsel, to work with the developer to modify the agreement, or terminate the agreement if necessary, without having to obtain further authorization from Council. He noted that he wants the motion to give the greatest amount of flexibility.

Councilmember Hershey stated that she would like to add the right to execute the agreement if that becomes the case. Mr. Saberson stated that this could be a second motion. Commissioner Wheeler stated that two motions would not be necessary, as if the agreement is not terminated then it is understood it will be executed. Mr. Saberson inquired if Commissioner Wheeler would like to include in the motion that in the event that the agreement is satisfactorily worked out that the Executive Director has the authority to sign the agreement without further authorization from Council. Commissioner Wheeler stated he would amend that to his motion.

Councilmember Baine asked that, in order to avoid confusion, the motions on the floor be rescinded and Commissioner Wheeler restate his motion.

Commissioner Wheeler withdrew his motions. He restated the motion to give the Executive Director the right to terminate or execute the agreement, at will, after advise from counsel, without additional authorization from Council. He noted that the Executive Director and counsel need to try to work out the agreement, but have the flexibility to protect the interests of Council. Councilmember Hershey seconded the motion.

**Motion**

Councilmember Hurley asked to amend the motion to include, in the event of termination, that the resolution of Council's support of the project be forwarded with the termination. Councilmember Priore stated that to avoid confusion, that should be a second motion.

Chairman Christensen asked for a vote on the motion, which carried unanimously.

Councilmember Hurley made a motion to include, in the event of termination, the resolution of Council in support of the project. Commissioner Wheeler seconded the motion for discussion.

**Motion**

Councilmember Priore stated that he supports the motion, but offered that a whereas should be included in the motion stating Council's reasons for termination.

Councilmember Hurley stated that he would amend his motion to include in the resolution our liability reasons for terminating the process. Commissioner Wheeler seconded the amended motion, which carried unanimously.

**Motion**

### **TCRPC ROLE IN REVIEW OF LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENTS**

Staff made a presentation to Council explaining Council's role in the review of Comprehensive Plans.

Council's statutory as well as contractual obligations with respect to timing, effect and issues of regional concern were outlined. It was noted that Council's role is to determine consistency

with the Strategic Regional Policy Plan (SRPP), not to approve or deny, or even to recommend approval or denial, of an amendment.

**MARTIN COUNTY  
COMPREHENSIVE PLAN AMENDMENTS DCA REF# 07E1**

Staff explained that this amendment is an exemption to the limitation of two per year rounds of amendments to the comprehensive plan. It was noted that, in most cases the local government will request a formal review of the amendment from DCA. If they do not request a formal review, then Council is responsible for making a recommendation to the DCA if a formal review and the preparation of an ORC report should occur. In the case of this amendment, the County has requested a formal review.

Components of the report such as the Background; the Evaluation, which gives additional information about the amendment; a section on extrajurisdictional impacts, which points out any potential conflicts between neighboring or other affected local governments; a section entitled Consistency with the SRPP; a section for the determination of any negative impacts on regional resources or facilities; an Analysis section where staff takes the opportunity to advise Council if the amendments are consistent with the SRPP; and a Recommendation section containing the recommendations of staff were reviewed.

Staff noted that although the Martin County proposed amendment is not in conflict with the SRPP, there is a comment to the County encouraging either adoption of the 2002 Conceptual Master Plan for the Greater Salerno Area, or preparation of a more coordinated and complex plan for development in the area. It was noted that this was also a recommendation for amendments previously proposed in the Salerno Road Corridor.

Commissioner Wheeler moved approval of staff's recommendation. Mayor Golonka seconded the motion, which carried unanimously.

**Motion**

**FLORIDA RESEARCH PARK AMENDED DEVELOPMENT ORDER**

Staff made a presentation to Council showing that at buildout, several roadways impacted by the DRI are projected to exceed the adopted service volumes. Staff also pointed out the County is planning to use CRALLS (Constrained Roadways at a Lower Level of Service) designations. Key regional issues include: impacts to Martin County roads; construction of Seminole Pratt-Whitney Road; and impacts to the Beeline Highway. Staff indicated these concerns can be adequately addressed by amending the Development Order as recommended in the report. The draft report concludes that the Florida Department of Community Affairs should appeal the Development Order unless the County agrees to amend the Development Order as recommended by Council.

Commissioner Marcus inquired which traffic study was used as a basis for staff's conclusions. Maria Tejera, Council's traffic consultant, stated that it was the Palm Beach County approved study. Commissioner Marcus asked if Mecca and Callery-Judge were included in that study. Ms. Tejera replied that Mecca was included, but not Callery-Judge. Commissioner Marcus inquired if, since Scripps will not be located on this site, and the County is yet to determine the

use for this property, there were any traffic models done that do not include impacts of the eight million square feet previously projected for Scripps at the Mecca site. Ms. Tejera replied that the only study available was the one with the Notice of Proposed Changed, which included Mecca.

Mayor Golonka noted that this was the first indication that a CRALLS amendment was being submitted for Indiantown Road from I-95 to Central Boulevard and stated her concern that the County would proceed with this designation without input from the Town of Jupiter. She also expressed her dismay at the future eight-laning of Indiantown Road west of the Turnpike. Ms. Tejera noted that the CRALLS indicated in the report are what is required by the project so that the project can proceed. She added that she did not verify that these are the CRALLS that have been transmitted. Ms. Tejera deferred to the applicant to clarify the eight-laning of Indiantown Road.

Mr. Clifford Hertz with Broad and Cassel, on behalf of the applicant, stated that the CRALLS are not part of the development order, but were previously submitted as part of a comprehensive plan amendment. Mr. Hertz stated that he believes the most important issue that Council needs to keep in sight is that the park is existing with an entitlement to 6.25 million square feet without any further approvals. All the developer is asking for is an extension of the buildout date and an additional eighty acres with no additional entitlements. Mr. Hertz made a presentation to Council which included the history of the project approvals. He stated that the Florida Research Park is a key component for the eight million square feet bioscience cluster that Governor Bush envisioned when he funded the Scripps initiative. In summary, Mr. Hertz stated that the applicant is only requesting to spread the existing approved concurrency over the additional eighty acres and extend the buildout date, which has already been determined to not be a substantial deviation by the County.

Councilmember Brosemer asked for clarification of the buildout extension being requested. Mr. Hertz stated that the developer would like to extend the buildout date to 2021. He noted that a study has been done and submitted that shows that even without the Seminole Pratt-Whitney piece, south from the Beeline to Northlake, that the roadways function, taking into account the CRALLS and variances that have either been received or requested, until approximately 2015. He noted that he believed that the County would have this segment back on the Five-Year plan and that construction would commence by 2015. Councilmember Brosemer asked why the County removed this segment from its plan. Commissioner Marcus noted that there is a strong desire to have this segment built, but it was removed from the Five-Year Plan because there are issues with the permitting and the proposed alignment which could take up to two years to be resolved.

Commissioner Marcus noted that this is a very old DRI and that it is her desire, and she believes that of the Commission, that the site become more of a bioscience type of park and have less of the currently prevailing heavy industrial uses. She noted that she feels the Florida Research Park is being penalized because the County has not determined a use for the Mecca site.

Commissioner Marcus noted that there had been negotiations and extractions between the developer and the County Engineer. She asked staff if there could be a compromise that stated

that staff's recommended conditions do not need to be met if the Mecca Development Order is rescinded within a certain timeframe. Staff indicated that comments could be transmitted with the recommendation with respect to Mecca's elimination and the roadway issues raised. Ms. Tejera indicated that she had received a report from the developer with a statement that if Mecca is withdrawn, then there would be no impacts to the section of Pratt-Whitney Road north of Palm Beach County. She noted that she had not had a chance to review the report. Commissioner Marcus noted, and Mayor Lodwick confirmed, that at a meeting the previous day the county engineering department had studies that indicated that without Mecca there was a substantial improvement in the roadway system in the area. Ms. Tejera noted that these were not provided as part of the Notice of Proposed Change, so staff had not reviewed them as part of their evaluation. Staff indicated that a recommendation could be made to require an analysis be done by the County and reviewed with the Regional Planning Council before a final recommendation on appealing is made to the Department of Community Affairs.

Commissioner Marcus made a motion to include in the recommendation a condition that if the County rescinds the Mecca Development Order and a traffic study is done that indicates there will be no impact on Seminole Pratt-Whitney, then Council does not recommend appeal. Chairman Christensen seconded the motion.

**Motion**

Staff indicated that the recommendation should be made to the County as well as the Department. Commissioner Marcus asked if Commissioner Greene approved of the motion. Commissioner Greene indicated her approval of the motion.

Commissioner Valliere asked for clarification of the motion. Commissioner Marcus indicated that her motion would be to include language in the recommendation that Palm Beach County rescind the Mecca Development Order within the next sixty to ninety days and that a traffic study be done to determine if, without the Mecca considerations, there are impacts to Seminole Pratt-Whitney and should it be determined there are impacts, then the County or the developer must mitigate those impacts.

Mr. Hertz asked if this is not done will the entire process start again. Staff indicated that the action will be that if the study indicates there are still impacts without Mecca, then those impacts will need to be addressed by the County and the developer.

Councilmember Brosemer asked what will occur if the County does not take action on the Mecca Development Order within the timeframe. Commissioner Marcus indicated that the County is in litigation on this property and is required to act.

Mr. Saberson clarified that the motion is to approve the staff's recommendation with the provision that if the Mecca Development Order is rescinded by the County, and a traffic study demonstrates that, without Mecca the adverse impacts that are indicated in the staff report, specifically in Martin County, are eliminated, then that would modify Council's recommendation to appeal. If that does not happen, then the recommendation to appeal stands. Commissioner Marcus noted that she did not include in the motion for the Department to move forward with the appeal.

Commissioner Caspersen asked what the impacts would be to this development if the Mecca Development Order is not rescinded. Commissioner Marcus indicated that she believes that, due to the pending litigation, that the County will in fact rescind the development order.

Staff noted that, as done with the Riverland/Kennedy and Southern Grove developments of regional impact in the City of Port St. Lucie, it could be recommended that the Department issue a letter of understanding between the Department, the developer and the County on the issue of the traffic impacts on Seminole Pratt-Whitney and how they will be dealt with to avoid an appeal. Commissioner Marcus stated that the recommendation to the Department to include such a letter of understanding should be put into the motion.

Councilmember Brosemer indicated that she did not support the recommendation of appeal, as this development is, in her opinion, being held hostage.

Commissioner Marcus amended her motion to reflect statements made by staff to ask the Department to enter into a letter of understanding that requires Palm Beach County to rescind the Mecca Development Order, do a study without the Mecca considerations, and, if this does not mitigate the traffic concerns raised by staff, and requires the County and/or the developer to address the issues. Chairman Christensen seconded the amended motion.

**Motion**

Commissioner Caspersen indicated his support of the motion, but stated that he does not want to send the message to developers to maximize profits and move along quickly to the next development. He noted that this developer should not be penalized for trying to do a quality development over time that will be in the best interests of the community.

Mayor Golonka stated that the motion, as amended, addressed all concerns. She noted that the reason the property has not been developed is the economy, and that it would not send a message to developers with respect to a particular approach to development

Commissioner Valliere asked if staff was confident that the motion on the floor protected the interests of Martin County. Staff answered yes with the recommendation for a study and mitigation of any indicated impacts.

Chairman Christensen called for a vote on the motion, which carried unanimously.

## **REGIONAL TRANSPORT AND TREATMENT OF TRAUMA PATIENTS**

Staff made a presentation with respect to the increased number of trauma patients being transported into Palm Beach County, especially St. Mary's Medical Center. Staff researched the issue and provided a report to Council. The report included background information of the trauma care system for the state and Treasure Coast Region, as well as a history of the legislation and framework of the statewide trauma network. The legislation placed the primary responsibility for the network with the Florida Department of Health, established Trauma Care Regions and divided those regions into Trauma Service Areas. The Trauma system, as defined in the statutes, is to include a minimum of 43 operational trauma centers, and a minimum of one in each Trauma Service Area. Currently there are only 21. It was noted that the statutes call for Interlocal Agreements between Counties where a regional trauma care agency provides

service to more than one county. Absent of agreements, no statutory provisions were found that would require financial reimbursement from a feeder county to a nucleus county, with the exception of dealing with indigent patients. Staff noted that the most significant problems affecting the Treasure Coast Region are that the system is not complete and the high cost of providing trauma care. It was noted that Lawnwood Regional Medical Center in St. Lucie County has been authorized by the Department of Health to become a trauma center and should be operational by October, 2007. It was also noted that the Florida Legislature may address the trauma care issue. Representative Machek, who is making this issue a primary concern, has indicated that some success may be likely. Staff offered to facilitate a meeting between the local government and trauma center providers after the 2007 Legislative Session to determine if there is success in helping the financial situation of the Trauma Care System.

Councilmember Priore stated that the problem that exists for Palm Beach County is the issue of cost-sharing and reimbursement for out-of-county patients. He stated that there needs to be some system set up wherein these feeder counties compensate the county providing the services. Staff responded that this could be addressed with the provision of interlocal agreements. Commissioner Grande asked staff to research obtaining copies of existing interlocal agreements for St. Lucie County to consider before the Lawnwood Trauma Center is operational.

Commissioner Valliere asked for clarification of the percentage of transports from Martin County to St. Mary's who are Martin County residents. Staff answered that of those trauma patients that arrived from an accident within the jurisdiction of Martin County in 2005, fifty-eight percent were Martin County residents.

Commissioner Valliere noted that Martin County has made this a very high priority for the legislature this year and, in the interest of being a good neighbor, is committed to work on a solution to the issues.

#### **COUNCIL MEMBER INFORMATION EXCHANGE**

None.

#### **PUBLIC COMMENT**

None

#### **STAFF COMMENT**

None

#### **CHAIRMAN COMMENT**

None.

**ADJOURNMENT**

There being no further business, Chairman Christensen adjourned the meeting at 12:05 p.m. This signature is to attest that the undersigned is the Secretary or a designated nominee of the Treasure Coast Regional Planning Council, and that the information provided herein is the true and correct Minutes of the January 19, 2007, meeting of the Treasure Coast Regional Planning Council.

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Date

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Signature