

**LOCAL PLANNING AGENCY MEETING**  
**Martin County Commissioner Chambers**  
**2401 S.E. Monterey Road**  
**Stuart, Florida 34996**

**MEETING MINUTES- December 6, 2018**

Present:

Chairman .....	Jim Moir
Vice Chairman.....	Scott Watson
Agency Members.....	Don Foley, III
.....	Cindy Hall

School Board Liaison ..... Kimberly Everman

Staff Present:

Growth Management Department:

Director .....	Nicki van Vonno
Sr. Assistant County Attorney .....	Krista Storey
Sr. Assistant County Attorney .....	Elysse Elder
Agency Recorder.....	Mary Holleran

**1. CALL TO ORDER**

The meeting was called to order at 7:03 pm by Jim Moir, Chairman. A quorum was noted.

**2. CONSENT AGENDA**

**A. Approval of Consent Agenda/Minutes of November 15, 2018**

Mr. Foley noted a typographical error on pg.3, changing the word morning to mooring.

\* **MOTION – MOVED** by Ms. Hall to approve the Consent Agenda and Minutes of the LPA meeting of November 15, 2018 with the noted change.

\*\* **SECONDED** by Mr. Foley **Carried UNANIMOUSLY**

**3. UNFINISHED BUSINESS - None**

**A. Public Hearings - None**

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**B. Requests and Presentations – None**

**4. NEW BUSINESS**

**A. Public Hearings**

**1. REQUEST TO CONSIDER AMENDING ARTICLE 3, ZONING DISTRICTS LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE REGARDING MICROBREWERIES AND CRAFT DISTILLERIES.**

**Requested by:** Nicki van Vonno, AICP, Growth Management Department

**Presented by:** Elysse A. Elder, Senior Assistant County Attorney

Ms. Storey introduced Ms. Elysse Elder, new Senior Assistant County Attorney to the LPA, and welcomed her to present the first agenda item.

Ms. Elder reviewed the proposed amendment that would allow microbreweries and craft distilleries in districts that permit restaurants. It amends the definition of restaurants to include microbreweries and craft distilleries in Article 3, and allowed in zoning districts that permit restaurants, with limited exceptions delineated in the amendment. The proposed amendment outlines the standards for specific uses for both microbreweries and craft distilleries in Division 3, which is also incorporated by reference into Division 7, Category “C” Zoning Districts. ~~Strikethrough~~ passages were deleted, and new passages were underlined.

The amendment expands the microbreweries and craft distilleries to revitalize and attract business and has included standards to govern these facilities throughout all of the zoning districts.

LPA Comments/Questions:

Ms. Hall questioned Sec. 3.3, indicating craft distilleries cannot sell its spirits for consumption on the premises. Ms. Elder explained the spirits can be sold and used elsewhere, and a tasting room can be attached on the premises. Ms. Hall referred to Sec. 3.64.1.C – for the floor space of the craft distillery to be used for the distilling function, but no consumption of the craft spirits, and the remaining area used for a restaurant, tasting room or retail operations. Ms. Elder explained the craft spirits can be tasted, bought and must be consumed elsewhere. Ms. Hall addressed confusion with not being able to drink the purchased spirits in the attached restaurant.

Mr. Moir questioned the distinction between craft distilleries and industrial facilities. Ms. Elder indicated industrial facilities produce over 75,000 gallons of spirits, are regulated and can’t sell the spirits, they must distribute elsewhere. A craft distillery produces under 75,000 gallons or less. To clearly define the distinction, the definition was taken from Florida State Statutes. Mr. Moir commented on other requirements for stand-alone facilities versus restaurants with fire hazard codes in the LDRs.

Ms. Elder stated there were other state and Federal regulations that were not in the LDRs, and each request would have to go through Development Review Committee, and that the Fire Marshall is present in the review and the Building Permit.

**Public Comment:**      **None**

- 2. REQUEST TO CONSIDER AMENDING ARTICLE 7, DEVELOPMENT AGREEMENTS LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE.**

**Presented by:** Krista A. Storey, Senior Assistant County Attorney

Some of the highlights looked at the need for change was the Pineland Prairie project, which had text amendments to the CGMP requiring the project come forward with one or two Development Agreements to address the public facilities obligations of the project, and that is one of the provisions and a piece of that process that is on-going.

One of the provisions of particular interest allows the Development Agreement terms up to 30 years, which has been changed from a previous term of 10 years. We had no mechanism to address long term projects such as a DRI, that did not enable enough time for the County and Developer to do some planning and address issues with the project, and this language created the mechanism to do that. There are statutory minimum requirements. There will be sufficient time and full opportunities for the LPA and the public to participate and provide recommendations and decisions going forward.

LPA Comments/Questions:

3

Ms. Storey referred to Section 7.5.B. that explained the process providing a longer horizon for some developments, but not for every development.

Mr. Moir commented on whether we could state a maximum of 30 years versus giving 30 years to every Development Agreement and just granting it with no way to negotiate for some benefit. He recalled several developments that have gone past the project development agreement date, and without a trigger to require them we would not have the capacity to re-negotiate and re-plan.

Ms. Storey said the Development Agreement is not to exceed 30 years. She reviewed some of the annual yearly requirements to evaluate and re-assess opportunities and propose amendments to the Code, look into components that may have new horizons and see what triggers are needed.

Mr. Moir reiterated that we may have to re-examine big gaps if a proposed development doesn't achieve the end result within the 30 years.

Mr. Watson understood the concerns, and suggested that stability of financing is usually the big concern, it's sometimes risky to re-negotiate, you have to know what you can do in those 30 years, and solve those problems if the development is not going forward. He thought it was a benefit to have 30 years.

Ms. Everman asked about separate sections for school districts. Ms. Storey said they will have to do a separate section for the School District.

Ms. van Vonno added additional information about on-going activities for the planning process and the Development Agreements and provided examples and timing, indicating the planning activity is not in a void for 30 years, it doesn't stop. The Development Agreement is not development approval and it was not a Development Order.

Ms. Storey explained some of staff's issues for this long term planning process and explained the Development Agreement was a component of the development process, and that they need to have further discussions on all phases of the planning process to achieve a balance for the future

Mr. Moir wanted to see the 30 years as an exception to the rule and noted his concern about the negative future effect. Discussion continued on the 30 year term and the periodic reviews.

**Public Comment:** - None

\* **MOTION – MOVED** by Mr. Watson that this was reasonable, and he supported staff's recommendation of approval for Amendment to Article 7, Development Agreements.

\*\* **SECONDED** – by Mr. Foley **OPPOSED:** by Mr. Moir **CARRIED: 3-1**

## **5. COMMENTS**

a. **Public** - None

b. **Staff – LPA Appointee to the Affordable Housing Committee (AHC)**

**c. Members -**

Mr. Foley expressed his disappointment at being unable to serve as the LPA representative appointment to the AHC. The LPA members suggested Mr. Moir to again serve as the representative.

- \* **MOTION – MOVED** by Mr. Foley to appoint Jim Moir as the LPA representative to the Affordable Housing Committee.

Mr. Moir graciously accepted to serve again.

- \* **SECONDED -** by Mr. Watson **CARRIED UNANIMOUSLY**

The December 20, 2018 LPA meeting was cancelled. The next LPA meeting is scheduled for Thursday, January 3, 2019. One of the agenda items coming forward is FP&L's Solar Farm.

**6. ADJOURN**

There was no further business. The meeting was adjourned at 8:00 pm.

Recorded and Prepared by:

Approved by:

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Mary F. Holleran, Agency Recorder

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Jim Moir, Chairman

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Date