

**M I N U T E S**  
**ORMOND BEACH PLANNING BOARD**  
**Regular Meeting**

February 09, 2023

6:00 PM

**City Commission Chambers**  
22 South Beach Street  
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY, SUCH AS A VISION, HEARING OR SPEECH IMPAIRMENT, OR PERSONS NEEDING OTHER TYPES OF ASSISTANCE, AND WHO WISH TO ATTEND CITY COMMISSION MEETINGS OR ANY OTHER BOARD OR COMMITTEE MEETING MAY CONTACT THE CITY CLERK IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

**I. ROLL CALL**

Members Present

Angeline Shull, Vice Chair  
G.G. Galloway  
Al Jorczak  
Mike Scudiero  
Barry du Moulin  
Troy Railsback  
Doug Thomas, Chair

Staff Present

Steven Spraker, Planning Director  
Randy Hayes, City Attorney  
Becky Weedo, Senior Planner

**II. INVOCATION**

Chairman Thomas led the invocation.

**III. PLEDGE OF ALLEGIANCE**

**IV. NOTICE REGARDING ADJOURNMENT**

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

## V. APPROVAL OF MINUTES

January 12, 2023

Mr. Railsback moved to approve the January 12, 2023 minutes with the adjustment that it was Mr. Jorzczak who made the motion to appoint Angie Shull as Vice-Chair. Mr. Jorzczak seconded the motion. The minutes were unanimously approved.

## VI. PLANNING DIRECTOR'S REPORT

No report.

## VII. PUBLIC HEARINGS

### A. SE 2023-020, 78 East Granada Boulevard, Ormond Memorial Art Museum & Gardens, Cottage Style Garden Shed

Mr. Steven Spraker, Planning Director, explained this is a request for a special exception at 78 East Granada Boulevard for a garden shed at the corner of the property.

Mr. Spraker continued that there are two requests: 1) to allow through the City lease agreement, the conversion of two parking spaces for a cottage style garden shed, and 2) to allow the shed approximately 18' by 24', to be located in the southeast corner of the Museum and Gardens parking lot, approximately five (5') feet to the rear property line.

Mr. Spraker stated that the shed design will match the other historic structure on the property, a letter of no objection was received from the abutting property owner at 54 Seton Trail, and an objection to the two parking spaces being removed was received from a resident at Heritage Condominium. Also, Mr. Spraker explained that there is a parking agreement with St. James that will not be impacted by the shed location.

#### Board Questions

Mr. Jorzczak questioned the construction design and anchoring of the shed for hurricane requirements. Mr. Spraker replied that the contractor will submit engineered details to ensure the design meets the Florida Building Code requirements during the building permit review.

Ms. Shull asked if there was a previous shed. Mr. Spraker explained that there was a pod and no shed before the pod.

Mr. Railsback asked if there was an alternative location identified. Mr. Spraker responded that any other location would impact the garden.

#### Applicant's presentation

Ms. Stephanie Mason-Teague, Executive Director of Ormond Memorial Art Museum & Gardens, 78 East Granada Boulevard, responded regarding whether there was a shed previously, there was a space in the old building which was demolished and not replaced in that location. In regards to the building construction only signed and sealed plans in compliance with the Florida

Building Code will be submitted. Ms. Mason-Teague went on to explain that alternative locations were considered but there were many different elevations through the gardens, a large turtle pond and locating closer to the building would be disruptive to the gardens in terms of paths that would have to be altered and possibly trees and shrubbery removed. Also, she explained that the Community does not want to see a change in the gardens.

Mr. du Moulin inquired how long the pod has been leased. Ms. Mason-Teague explained two years with no complaints.

Ms. Shull asked what type of equipment will be stored. Ms. Mason-Teague explained no gas equipment will be stored. Yellowstone provides the landscaping with gas powered equipment.

Chairman Thomas asked if the shed could have been moved on the other side where the stone is. Ms. Mason-Teague explained that there is one entryway in front of the cottage and a second entryway adjacent where the handicapped parking is and it would be like locating the building in the middle of the parking lot.

Mr. Railsback asked about consideration in locating it opposite the driveway in the natural area. Ms. Mason-Teague stated there were setback issues with that location.

Mr. Scudiero asked why the storage was not planned to be in the new building. Ms. Mason-Teague explained that where the storage was, it is an all new structure with the expansion of the gallery space.

**Mr. Galloway motioned to approve SE 2023-20, 78 East Granada Boulevard, Ormond Memorial Art Museum & Gardens, Cottage Style Garden Shed. Mr. Jorczak seconded it. Vote was called, and the motion was approved (7-0).**

**B. LDC 2023-016, Land Development Code amendment: Section 1-28, Utility installation fees**

Mr. Spraker, Planning Director, stated that this is a Land Development Code (LDC) amendment to update the fee schedule for meter costs. He continued that Planning staff worked with Utility staff and noted utility costs have increased over the years. He explained that the slide displayed is the actual costs for installing meters for new residential and commercial development.

Mr. Scudiero asked why the Ordinance language could not be worded to allow an increase in costs instead of having to bring it back to the Board for review each time. Mr. Spraker explained that there would be too much uncertainty for anyone building. Whereas now, they can check the Ordinance and know the cost.

**Mr. Jorczak motioned to approve LDC 2023-017, Land Development Code amendment: Section 1-28, Utility installation fees. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).**

**C. LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and walls**

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code (LDC), to allow a fence setback less than three (3') feet to a right-of-way with review and approval of the Site Plan Review Committee (SPRC).

Mr. du Moulin asked if this is to provide more flexibility in the fence location similar to what was done for his HOA so that it looks good. Mr. Spraker responded that it would but only through a multi-departmental review such as utilities, landscaping, site visibility, etc.

Planning Board members discussed the fence requirements along the side, side corner, and waterfront yards.

Mr. Railsback inquired if the amendment language will prevent going beyond what is conforming. Mr. Spraker confirmed that the maximum relief would be to the property line and the amendment does not allow any fences in any right-of-way.

**Mr. Galloway motioned to approve LDC 2023-017, Land Development Code amendment: Section 2-50(n) Fences and Walls. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).**

**D. LDC 2023-018, Land Development Code amendment: Section 4-03, Site Plan Review Committee (SPRC) established**

Mr. Spraker, Planning Director, stated that this is an administrative amendment to the Land Development Code (LDC) Site Plan Review Committee (SPRC) section, amending the SPRC coordinating liaison and updating the process for neighborhood meetings.

Mr. Spraker continued that there are two parts to the proposed amendment: 1) Change the existing language designating a city SPRC coordinating liaison to assign the Planning Director (or designee) instead, and 2) Changes regarding neighborhood meetings by a) amending the meeting name to "neighborhood" for consistency b) requiring a meeting pre-approval with written approval from city staff at least five business days before the applicant mails meeting notice; c) requiring meetings to be held Monday through Thursday between 5:00 p.m. – 8:00 p.m.; d) requiring site postings, one for each frontage with 2' by 3' signs; and e) requiring a written summary of the meeting to be provided to city staff.

There was discussion regarding frequency, notice, and posting of neighborhood meetings among the Board members. Mr. Spraker clarified that this amendment is to require the one minimum meeting and the 2' x 3' sign posting (same as the variance sign).

Ms. Shull inquired about the site posting. Mr. Spraker explained that no neighborhood meeting posting has been required. Ms. Shull suggested that the signs be larger so they are more noticeable.

Mr. Scudiero asked since a 4' x 4' sign is required for the public hearing notice can the same sign be used. Mr. Spraker responded that it might be difficult since there will be different names of the meeting, date, and location.

**Mr. Scudiero motioned to approve LDC 2023-018: Land Development Code amendment: Section 4-03, Site Plan Review Committee (SPRC) established with the exception of Item "D" the size of the sign to be 4' by 4' not 2' x 3'. Each roadway frontage would require its own sign. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).**

### VIII. OTHER BUSINESS

- A. **Public comments regarding items not on the agenda.** Chairman Thomas explained this is a carryover from the City Commission meetings. The Board discussed when public comments for items not on the agenda should be.

**Mr. Jorzak motioned to approve public comment for items not on the agenda at the end of the meeting. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).**

- B. **Site Plan Review Committee (SPRC) calendar.** Mr. Spraker explained the SPRC calendar is required to come before the Planning Board for approval.

**Mr. Scudiero motioned to approve the SPRC calendar. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).**

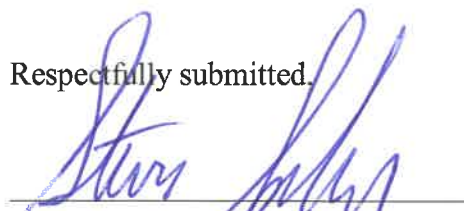
### IX. MEMBER COMMENTS

Planning Board members praised the Planning Staff for all of the hard work especially with the neighborhood meetings and packets of information. Chairman Thomas emphasized the desire to give all citizens in attendance the opportunity to speak.

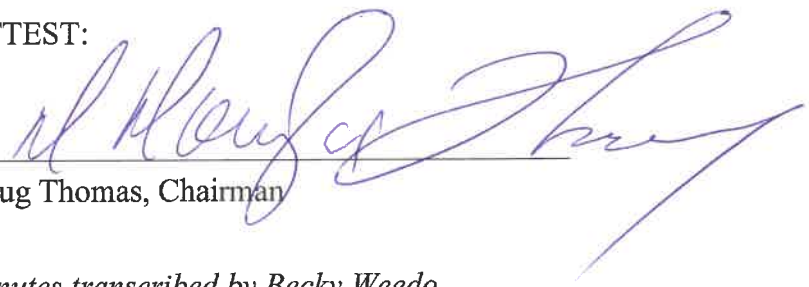
### X. ADJOURNMENT

The meeting was adjourned at 7:10 p.m.

Respectfully submitted,

  
Steven Spraker, Planning Director

ATTEST:



Doug Thomas, Chairman

*Minutes transcribed by Becky Weedo.*

*CA file*

RESOLUTION NO. 94 - 41

A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED PARKING AGREEMENT BETWEEN THE CITY AND ST. JAMES EPISCOPAL CHURCH; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That the Mayor and the City Manager are hereby authorized to execute that Shared Parking Agreement between the City and St. James Episcopal Church of Ormond Beach, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference.

SECTION TWO. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 1st day of February, 1994.

*Dave Hood*  
\_\_\_\_\_  
DAVE HOOD  
Mayor

ATTEST:

*Marian A. Maxwell*  
\_\_\_\_\_  
MARIAN A. MAXWELL  
City Clerk

SHARED PARKING AGREEMENT

BY THIS AGREEMENT dated this the 1st day of February, 1994, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation ("the City"), and ST. JAMES EPISCOPAL CHURCH OF ORMOND BEACH, INC., a Florida non-profit corporation ("St. James"),

WITNESSETH:

IN CONSIDERATION OF THE MUTUAL COVENANTS herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do hereby mutually covenant and agree as follows:

1. Subject to the notice provisions set forth in Paragraph 3 hereof, St. James hereby authorizes and permits the City to use those portions of St. James' property (as described and illustrated on that Boundary and Topographic Survey dated October 19, 1993, by Sliger & Associates, Inc., a copy being attached hereto and incorporated herein by reference) which are designated for parking, as a parking area for persons attending events being conducted by the City at its property generally known as The Casements, which property lies to the west of the aforescribed property of St. James, and north of Casements Drive.

2. The City hereby authorizes and permits St. James to use those portions of the City's aforescribed property which are designated for parking, as a parking area for persons attending Sunday services at St. James and, subject to the notice



provisions set forth in Paragraph 3 hereof, hereby further authorizes and permits St. James to use the said portions of the said property as a parking area for persons attending events being conducted by St. James on its aforescribed property. Those grass parking areas located north of Casements Drive are hereby specifically included in the portions which St. James is authorized and permitted to use as a parking area. Nothing contained herein shall be deemed to preclude the occasional recreational use of the City's said property by St. James' school during normal school hours. All such use shall be subject to the terms and conditions of all other portions of this Agreement.

3. The parties hereto hereby agree to provide each other with as much advance notice as possible of any event which the party conducting the event reasonably believes will necessitate the use of the other party's property for parking. Such notice will, if possible, be provided in writing to the following persons:

To the City:

Casements Director  
25 Riverside Drive  
Ormond Beach, FL 32176

To St. James:

Rector  
44 South Halifax Drive  
Ormond Beach, FL 32176

4. The parties agree that each party hereto shall at all times maintain liability insurance in amounts of no less than \$100,000 per injury and \$200,000 per accident, or such higher

limits as may be imposed by any future amendments to Section 768.28, Florida Statutes. Such insurance may be provided by a self-insurance reserve program. If such insurance is provided through an insurance policy, the other party shall be named thereon as an additional insured.

5. Nothing in this Agreement shall be deemed as a waiver of the sovereign immunity of the City beyond any statutorily-limited waiver which may have been adopted by the Florida Legislature and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

6. The party using the other's property ("the user party") shall assume all risk and liability to itself, its agents, assigns, or employees, and shall be responsible to fully defend, indemnify and hold the other party ("the owner party") harmless from and against any and all claims arising from or related to the use of the property by the user party, and caused by the act or acts, negligence, or failure to exercise proper precautions of and by the user party, its agents, assigns or employees while occupying or using the property of the owner party. The parties hereto agree to provide each other with written notice of any claim subject to this provision within ten (10) working days of its receipt, and to cooperate fully in the defense of any such claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S. mail first class delivery.

7. By entering into this Agreement, the user party is not undertaking to hold harmless, indemnify and/or defend the owner party from and against any and all claims for any injury to person or damage to property resulting from the conduct of the owner party, its agents, assigns, or employees or for any loss, damage or expense resulting from any act or acts of negligence, or the failure to exercise proper precautions of and by the owner party, its agents, assigns or employees.

8. The user party shall repair any of the owner party's property which may become damaged as a direct result of use by the user party. The user party shall notify the owner party immediately in the event any damage occurs during use by the user party. The owner party shall notify the user party, in writing, within five (5) days of the discovery of any damage alleged to have been caused by the user party. Upon prior approval of the owner party, repairs shall be made as expeditiously as possible by the user party.

9. St. James hereby acknowledges and agrees that a portion of its parking area, along the westerly property line of its aforescribed property, encroaches onto the City's aforescribed property. The parties agree that the use of this area by St. James for parking is with the knowledge and permission of the City and that such use shall provide no basis in law or equity for any claim by St. James to ownership thereof, and St. James hereby specifically waives, releases and relinquishes any and all claim of ownership therein and thereto.

10. This Agreement shall become effective upon execution by both parties and shall remain in full force and effect until terminated as prescribed herein. This Agreement may be terminated by either party, with or without cause, thirty (30) days after a majority vote to so terminate by the governing body or board of either party, and written communication of that vote to the other party.

11. In the event it becomes necessary to institute litigation to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses, and a reasonable attorney's fee, from the date of filing until the termination of the litigation.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have set their hands and seals the day and year first above written.

Witnesses:

CITY OF ORMOND BEACH

Marion A. Maxwell By: [Signature] (SEAL)  
Mayor

Louisa H. Morris Attest: [Signature] (SEAL)  
City Manager

Witnesses:

ST. JAMES EPISCOPAL CHURCH OF ORMOND BEACH, INC.

Zella Wilson By: [Signature] (SEAL)  
Rector

A. Elizabeth Conrad Attest: [Signature] (SEAL)  
Senior Warden

02/23/96

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CITY ORMOND BCH

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