

**INDEX TO MINUTES OF JOINT WORKSHOP OF INDIAN
RIVER COUNTY, CITY OF SEBASTIAN, CITY OF VERO
BEACH, CITY OF FELLSMERE, TOWN OF INDIAN
RIVER SHORES, AND TOWN OF ORCHID
AT THE SEBASTIAN CITY COUNCIL CHAMBERS,
1225 MAIN STREET, SEBASTIAN, FLORIDA
ON MONDAY, DECEMBER 15, 2008 AT 5:00 P.M.**

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December 15, 2008

BOARD OF COUNTY COMMISSIONERS

JOINT WORKSHOP

December 15, 2008

The Board of County Commissioners of Indian River County, Florida, met in a Joint Workshop with the Cities of Vero Beach, Sebastian, Fellsmere, and Towns of Indian River Shores and Orchid, at the Sebastian City Council Chambers, 1225 Main Street, Sebastian, Florida, on Monday, December 15, 2008, to discuss the Draft Interlocal Service Boundary Agreement.

1. CALL TO ORDER

Mayor Gillmor, City of Sebastian, called the Workshop to order at 5:00 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Gillmor led the Pledge of Allegiance to the Flag.

3. ROLL CALL

Mayor Gillmor welcomed everyone to Sebastian and invited each Municipality and the County to introduce their representatives.

Present for the County were Board Chairman Wesley S. Davis, Vice Chairman Joseph E. Flescher, and Commissioners Peter D. O’Bryan, Bob Solari, and Gary C. Wheeler; Assistant County Administrator Michael Zito, Assistant County Attorney George Glenn, Community Development Director Robert Keating, and Deputy Clerk Athena Adams. Also in attendance were County Administrator Joe Baird, County Attorney William Collins II, and General Services Director Tom Frame.

Present for the City of Sebastian were Mayor Richard Gillmor, Vice Mayor Jim Hill, Council members Andrea Coy, Dale Simchick, and Eugene Wolff, City Manager Al Minner, Interim City Attorney Robert A. Ginsburg, Growth Management Director Rebecca Grohall, City Clerk Sally Maio, and Deputy Clerk Jeanette Williams, Recording.

Present for the City of Vero Beach were Mayor Sabin Abell, Vice Mayor Thomas White, Council members Debra Fromang Bill Fish, and Kevin Sawnick; City Attorney Charles Vitunac, and Planning & Development Director Tim McGarry. Also in attendance was City Clerk Tammy K. Vock.

Present for the City of Fellsmere were Mayor Susan Adams (arrived late), Vice Mayor Joel Tyson, and Vice Mayor Pro-Tem Fernando Herrera; City Manager Jason Nunemaker, City Attorney Warren Dill, and City Planner Rochelle W. Lawandales. Also in attendance were City Clerk Deborah C. Krages, and Finance Director Larry Napier.

Present for the Town of Indian River Shores were Mayor Thomas Cadden, Vice Mayor Bill Kenyon, Councilmember Frances Atchison, and Town Manager Robert Bradshaw.

Present for the Town of Orchid were Mayor Richard Dunlop, Vice Mayor Suzanne Joyce, Councilmember Paul Johnson, and Town Manager Deb Branwell.

**4. ISBA REVIEW PRESENTATION – CITY MANAGER,
AL MINNER**

Sebastian City Manager Al Minner, through a PowerPoint presentation, recapped the definition of an Interlocal Service Boundary Agreement (ISBA) and explained its intent. He provided background on the early 2007 Fellsmere proposal for 22,000 acres, the BCC initiated efforts to establish Charter government, and the subsequent alternative to Charter, the ISBA. He also presented a brief history of annexations throughout the County, as well as developments since April 2007.

Mr. Minner thereafter reviewed the adoption process; outlined the components of the annexation agreement inside and outside the Urban Service Area (USA), as well as, Land use (height & density) changes within and outside the USA. He noted that the major component of the Agreement is the ISBA map, Exhibit A, which identifies each municipality's annexation reserve area, and said municipalities cannot annex land outside that reserve area. He also noted that Fellsmere and Sebastian were the only municipalities with reserve areas outside the USA. Mr. Minner displayed maps of current city limits with future reserved areas, and one showing a reduction in size of service areas. He talked about another important component, the Urban Services

Advisory Committee (USAC), its creation, composition, and purpose, and highlighted the exceptions of the Agreement.

5. PRESENTATION OF UNRESOLVED ISSUES

A. SEBASTIAN

1. POINT-TO-POINT CONTIGUITY

2. NEW TOWN LOCATION

3. OTHER URBAN SERVICES

Mr. Minner reported that they are very close and happy with where the process has gone to date. He outlined Sebastian's unresolved issues, specifically, the Point-to-Point annexation (contiguity), and New Town locations. They felt that because of growth issues around Sebastian and some of those perspectives that they had with the Western Employment Center (WEC), they needed some exception in Chapter 171, the annexations, so they could get down into some of the areas that were inside their reserve area. They also wanted New Towns to stay away from outside Sebastian's city limits, and had proposed some language with which the County was not happy.

Mr. Minner noted that other City staffers had requested that there be further discussions on other services, like water, sewer, and transportation. He also noted that Sebastian's annexation exception proposal is to identify, by tax parcels, some of the areas they were concerned with on a contiguity basis. Through an area map, he highlighted some of the areas with which they have concerns, and stated that instead of the language of the "Point-to-Point" they would be willing to see an Exhibit added that exempts them from Chapter 171.

(Clerk's Note: Mayor of Fellsmere, Susan Adams, arrived at 5:15 p.m.)

Mr. Minner, upon request, explained what the highlighted portions on the map of Sebastian's Annexation Exception Proposal represent.

Councilmember Simchick mentioned the issues they have problems with: traffic concurrency, water, Liberty Park, and the City of Sebastian not being on the traffic concurrency. She thought that if the City spends a lot of money to go into the County's concurrency maps, it would create a black hole in the Fellsmere area; and therefore thought they could, maybe futuristically, discuss going with traffic concurrency as a whole.

Councilmember Coy, speaking on New Town issues, said when ISBA negotiations originally started, the language said New Towns would not be within 5 miles of a current municipality, but that language has since changed. She was still of the mindset that the 5-mile limit is something Sebastian needed to do to protect its boundaries; because building a New Town on top of a current town does not make a lot of sense. She hoped they could negotiate, as a group, going back to the 5-mile limit.

(Clerk's Note: County Administrator Joe Baird arrived at 5:22 p.m.)

B. VERO BEACH

1. COMMENTS

Charles Vitunac, City Attorney, thought Vero Beach had only two minor items, one being Citrus Highway, and the other the Sebastian's Western Employment Center (WEC). Vero Beach finds that the existence of that Highway has not yet been determined and they would argue against it being built, and therefore do not want it mentioned in this Agreement. They do not have a problem with Point-to-Point issues;

but do have a problem with Exhibit “F”, which is Fellsmere’s description of how it plans to develop the 20,000 acres. Vero Beach’s position is that the Department of Community Affairs (DCA) is looking at the issue right now and will very likely come down with a different set of regulations.

City Planner Tim McGarry knew Exhibit ‘F’ was still going through the process; that Sebastian and the County responded, and negative objections came down from the State (DCA) on the planned amendment, and felt that one way to meet the problems in Exhibit ‘F’ was for all participants to work together in resolving some of these issues.

Attorney Vitunac, in response to Councilmember Simchick’s comments regarding water and sewer, believed that this Agreement will have all those issues discussed under the USAC annexation reviews. They also believe Exhibits D, E & F (the exceptions for Fellsmere, Sebastian and the County’s New Towns) should all be taken to USAC for comments; and it does not have to be mandatory action. It is their belief that the review of USAC on all applications, using said Exhibits, should have some sort of official review. Although that was not voted on by the Council, he believed it was something they could support.

C. FELLSMERE
I. COMMENTS

City Manager **Jason Nunemaker** recalled how his staff has been working on this Agreement since 2005, and briefly described the process that has brought them to the present ISBA. He said their Council was ready to move forward and they are aware

that there may be some minor tweaks, like Exhibit 'F', which they have revisited in response to Vero Beach's concerns regarding DCA's comments.

Mr. Nunemaker argued that when you are processing land use amendments of that scope, typically there are going to be issues that come up. But Fellsmere has been "subjected to a level of scrutiny that heretofore few cities have been subjected to." He mentioned the implementation of HB 697 that has not been promulgated by DCA, but has been further refined because of the questions raised. They have tightened up the sprawl issues; and the biggest issue has been the needs analysis, that DCA has taken a much more stringent perspective on, and on which they are fully prepared to deal with DCA. He offered that, in the spirit of working cooperatively, they could certainly take another look at Exhibit 'F', which was the direction from Council. He expressed the City's reluctance, if this effort were prolonged for some period of time into the future.

Mayor Susan Adams said that during Fellsmere's last Council meeting, and during discussions about the ISBA, they expressed that they did not have a problem with the Point-to-Point annexation (contiguity) that Sebastian had requested; they were a bit concerned with dragging this process out; and they were under the impression that, based on the last staff meeting, staff had come to a certain level of comfort and wanted all the elected officials to get back together and weigh in and then move forward. She urged the Panel to air all the issues and give staff direction of where to go, to avoid an indefinite negotiation period. She suggested they appoint a member of each Council to go to the staff meetings, similar to the school concurrency issue, so that direction is given back to staff, to Council, and the Commission, to go ahead and move forward on this issue.

D. INDIAN RIVER SHORES

I. RESERVE THE RIGHT TO COMMENT IF NEEDED

Town Manager **Robert Bradshaw** said they are in sync with the other municipalities on the four issues they feel are outstanding, in Section 6, the Point-to-Point annexation issue, Exhibit 'F' - the Fellsmere Development Guidelines, the City of Vero Beach Exhibit 'D' concerning the Citrus Highway issue, and the New Town locations as far as proximity between the two. Mr. Bradshaw then begged to reserve his City's comments until they hear the County's perspective on those issues.

E. ORCHID

I. COMMENTS

Vice Mayor **Suzanne Joyce** was still concerned with the language of the "poison pill" and argued that if we were looking forward to 20 years, and not knowing who would be on the Board of County Commission, or whether they would get five (5) proponents of the Charter, under this "poison pill", the adoption of an ordinance or resolution by the Board would allow other towns and municipalities to opt out. She did not know if it could be rewritten or if the County would even allow it to be rewritten.

Mayor Dunlop complimented everyone who worked on this Agreement. He agreed with Councilmember Coy's comments that there needs to be some distance, because you cannot have a new town on top of an old town. After attending an MPO meeting and listening to comments on the Citrus Highway, he agreed that it ought to be deleted. Beyond that, the Town of Orchid has no problems.

F. INDIAN RIVER COUNTY
1. POINT-TO-POINT CONTIGUITY

County's Community Development Director, **Bob Keating**, stated that both of the items with which the County had issues had already been discussed to some degree, one being the Point-to-Point contiguity, which issue he understood Sebastian has withdrawn. The County had concerns that the annexation of the Graves property could result in some really poor jurisdictional types of situation where it is difficult to provide services. Based on that, County staff is generally in agreement with Sebastian's proposal regarding eliminating the Point-to-Point and identifying the Graves property as a property that can be annexed, subject to the allowances of Chapter 171.2.

Director Keating admitted that the County does have a few concerns, because it seems, by looking at the map, that the proposal would create some enclaves; it would create some 40-acre tracts that would be in the County, and completely surrounded by the City of Sebastian. The County has concerns about how that would actually work. Speaking on the County's behalf, and from a staff perspective, they did not have a problem with what Sebastian wants to do.

2. SECTION 10(F) AND EXHIBIT 'F'

Director Keating stated that the County's other issue was related to Section 10(F) of the proposed Agreement, and Exhibit 'F', which both relate to the issues brought out by the City of Vero Beach, relating to Exhibit 'F', which are the criteria for development of the Fellsmere parcels that were annexed after May 22, but prior to date of this Agreement, and the land use criteria that would apply to them. He said, the way Section 10(F) is currently written, the criteria in Exhibit "F" would not apply to the

current amendments that are now under review by DCA; and that DCA has substantial objections, as well.

Director Keating noted that the only thing County staff has a problem with, is that Exhibit ‘F’ itself does not have good criteria to ensure that the development that will occur in that area would be the type of development that does not create urban sprawl. County staff would basically like to see (and the Board concurred at a recent meeting) Section 10(F) “beefed up” so that Exhibit ‘F’ criteria would apply to all amendments that Fellsmere does for the annexed property, and that the criteria in Exhibit ‘F’ should be strengthened along the lines of the comments and objections of DCA.

Commissioner O’Bryan concurred with Director Keating’s comments regarding the Map displayed, which seemed to him a “checker board of jurisdictional limits” and thought that was not our intent; it was to have something contiguous without meandering around. He felt we still needed a lot of work on either the Point-to-Point contiguity or the Sebastian WEC area. Another concern of his was the location of New Towns, and the one-mile separation.

Responding to the one-mile and/or half mile separation issue, **Director Keating** reported that at the last meeting of the staff working group, the group voted not to require a separation distance; and he thought it was a vote, kind of a *quid pro quo* that Sebastian was getting the allowance to annex the Graves property; therefore the Graves property, if it wants to develop in the County, should not have constraints regarding a separation distance for a New Town from an existing city limit.

Mr. Minner could see how it was interpreted as a *quid pro quo*, because Sebastian voted for the Point-to-Point and against the New Towns. He said it may look that way, but there was no *quid pro quo* on that issue.

Commissioner O'Bryan did not have an issue with the one or half mile separation, but had concerns on Section 10(F), because Fellsmere had moved ahead with its Comp Plan amendments applications, and the reasoning was, this is taking a long time and they wanted to move forward. He wanted to see Exhibit 'F' revised and kept in the Agreement, and that Fellsmere not proceed with their Comp Plan amendments until this negotiating group has a chance to iron out Exhibit 'F' and make it part of the Agreement.

Commissioner Flescher, looking at the maps displayed, observed the reduction in proposed areas that were taken off the annexation proposal after two months of discussion, and commended the level of commitment that has brought this about. He referred to a "unanimous decision" requirement in the Agreement and suggested maybe a majority vote could be used instead. He did not think they should rush, but give just time to iron out the issues, because "we are blazing trail and we need to do it right."

Commissioner Wheeler disagreed with Commissioner Flescher and felt, after all the work that has been done on this, any change(s) in the future should be by unanimous vote.

Attorney Ginsburg, referring to Section 13, "Right of Enforcement", where the first sentence deals with enforcement, and the second sentence is a savings clause, felt the language may be a little too narrow. He urged the group to consider an amendment to the "savings clause". He pointed out that earlier this year the Cities of Sebastian and Fellsmere resolved their litigation through a Stipulated Final Judgment in their lawsuit, and did not think that should be lost in the approval of this document by all the cities, including Fellsmere and Sebastian. He recommended that the last sentence of Section 13 should read: "Nothing herein should be construed as a waiver to any other right granted by law or Court Order."

Mayor Gillmor felt the process has come a long way and that staff has done a good job getting us to this point. He agreed that now was the time to iron out the details, as they all want to preserve the quality of life we enjoy in the County. He acknowledged that each city has its own visions, but felt that should not preclude them from working together and coming to an agreement. He agreed with Commissioner Wheeler that the vote should be unanimous. He thought there should be enough latitude in the document so they could each incorporate their vision of what they want their respective towns to be, especially because the reserve area has been reduced to a point where they are not taking over the whole County. He too has some concerns about New Town developments, but believed change is inevitable, and the difference twenty years from now, would be whether they managed it well or not.

Councilmember Hill wanted to see them work things out, and it seemed to him, they were close to their goal.

Councilmember Fromang felt the hardest issue they needed to look at was Exhibit “F”, so they should address that first.

Mayor Dunlop asked if they could take Citrus Highway out of the contract, and got no objection to his request. On the issue of five-miles versus one-mile or a mile-and-a-half for a New Town, he questioned why they could not come up with a resolution that is satisfactory for the County and each municipality, and make it three miles to satisfy everyone.

Director Keating, in response to Commissioner Davis’s inquiry of what was the compelling reason for the separation provision, said generally New Towns are a good way to develop if development is going to occur outside the USA; and it has the ability to protect a lot of agriculture and open spaces and concentrate the actual

developed part of an area. He pointed out that in Sebastian's Exhibit 'D', they have an allowance for using the County's New Town; and also in the Agreement, Fellsmere has the ability to use a New Town to develop in its reserve area. From County staff's perspective, if there is a need for separation distance, said distance is probably from the Town itself - the developed part, not the conserved or open space part. He did not think the separation should be more than a half mile, so that they are not constraining some of the large landowners who may be in proximity of City limits.

Director Keating responded to other concerns of Commissioner Davis's regarding the New Town requirements for the County, the number of acres (the 1,200 acres east of I-95 and the 4,000 acres west of I-95), as well as, to questions regarding New Town boundaries near municipalities and the USA. Director Keating did not know if they could put a New Town east of I-95 with a 3-mile separation distance; and said they may not be able to put one north of SR 60, west of I-95.

Councilmember Coy thought that, with the rationale of keeping it close to the current US Boundaries, though it makes sense financially, it creates the problem of piling a town on top of another town. It is their vision to have a wider separation from city to city; not to have Fellsmere's signs back to back with theirs; and they were not comfortable with the half mile separation; but liked Mayor Dunlop's three miles proposal, which she thought was a great compromise, because there is transition.

Commissioner Solari addressed the three miles issue, and suggested staff return with a map of the various proposals for distance in miles (1-mile, ½ -mile, & 3-miles) for review.

Mayor Dunlop believed they were all agreed for staff to return with Commissioner Solari's recommended map for review.

Commissioner Davis, speaking directly to Director Keating, suggested staff look at the practicality or impracticality of what that does to the future growth patterns of the County.

Mayor Dunlop asked Mr. Minner if Sebastian had a problem with Citrus Island, and they did not. He asked Fellsmere and the County if they could live with Exhibit 'F' being whatever DCA requires.

Mr. Nunemaker thought it was workable and **Director Keating** said yes, if it could be incorporated within the document. **Mayor Adams** said that would be workable.

Director Keating, explaining how DCA comments would be incorporated, said they need to take the criteria out of those amendments and incorporate them with Exhibit 'F'. It was not simply going with what DCA says, because they would be approving a whole document; it was gleaning what the principles and criteria are from what DCA approved.

There were no objections to the incorporation of the new language suggested by Sebastian's Attorney.

Mr. Nunemaker stated for the record that they are in full compliance with the Stipulated Settlement; they have met their part of the bargain; and they have transmitted the Ag Amendment, so that should not be an issue for them.

Mayor Dunlop brought up the issue of unanimous versus non-unanimous vote, which he felt they needed to resolve.

Attorney Vitunac reminded Mayor Dunlop that they have the issues of Exhibits D, E, & F, coming before USAC in an advisory capacity; and they have discussed that all projects coming in under the exceptions should at least get a review by USAC. He suggested the working group meet again after the holidays to discuss all the issues brought forward today.

Commissioner Wheeler thinks Section 15 (B) 1, 2 & 3 – the “Poison Pill”- needed to be resolved, as well.

Mr. McGarry talked about the use of USAC for review purposes; and Mr. Dunlop believed USAC is great for review because they are all working together in this County.

Commissioner O’Bryan reminded that they need to resolve the issue of Sebastian’s Point-to-Point contiguity; talked about New Towns where they are allowing 2/ units per acre on the gross density, and asked if there was any way they could require 1/ unit per acre to come from the Transfer of Development Rights (TDRs). He thought it was important because if they are going to limit it to only 2/ units west of I-95, that the only way some other landowners may get value is if they can sell their development rights. He thought maybe they could just say a maximum of 2/ units per acre.

Director Keating said currently Exhibit ‘E’ is just a maximum, and the County’s New Town allowance does not allow 2/ units per acres; therefore, the maximum allowance could be modified, as long as they are under the maximum that are stipulated. He responded to further questions from Commissioner O’Bryan regarding the Sebastian parcel to be developed as part of the WEC; how they would make the 500 acres satisfy the WEC requirement and have a viable plan; and how they were going to pull together a contiguous Employment Center in the whole design area, when they are that scattered.

Mr. Minner inputted that it was because there are stronger restriction levels that require that as you go into development you get your “x of residential”, but then you can’t get anymore until you move forward into other areas. He said, looking at the minimum of the 500 acres, the bigger we get in there, the less the jagged edges and the enclave issues, and the more we annex, the less of a problem that is. As the gaps are filled in, there will be less service issues, and less annexation issues. He said, looking at some of the issues Fellsmere had with annexation, the County did not have those issues five years ago, and Fellsmere did that annexing. He said Sebastian is looking to do better development under restricted guidelines, and hoped the City would be given the opportunity to develop the way the Developer proposes.

Commissioner O’Bryan believed the mistake was made not to challenge Fellsmere’s Point-to-Point annexations; and did not believe they should continue and make more mistakes going forward.

Mr. Minner, Commissioners O’Bryan and Davis, and County staff engaged in further discussion on the subject. Commissioner O’Bryan did not have a problem with Point-to-Point as long as it was contiguous.

Attorney Glenn, speaking on the issue of enclaves, wanted to ensure there were no blanket exemptions from Chapter 171, Part 1.

Mayor Dunlop thought the language at page 14, subsection 3, of the Agreement should be clearer and should read, “The passage of a bill by either House of the State of Florida legislature or Senate to ...” Regarding subsection 1, “... charter commission ...”, Mayor Dunlop did not think they should abandon the ISBA while Charter is being studied.

Fellsmere being the proponent of that language, **Mr. Nunemaker** said they would not be bound to abandon the Agreement; they could opt out of it. He could offer as a substitute to the extent that any proposed Charter offers preemptory language; if the County wants to change its form of government that would be fine, but to the extent of usurping the Home Rule authority, municipalities should have every right to take leave of this Agreement and do what they think is in their best interest.

Mayor Dunlop said they could all agree that if the State mandates it, they have no choice. He felt that they would cause Charter to go through if they walk away from this document while a Charter Commission is studying Charter or until it comes up to a vote.

Commissioner O'Bryan re-emphasized that just because Charter goes in does not mean this Agreement goes away. He believed the focus should be, if the Charter tries to take away the Agreements in the ISBA, they have the right to walk away; but not because a Charter government is formed.

Mayor Dunlop wants to get to the point where it is only if Charter tries to take over the provisions of the ISBA , and **Commissioner O'Bryan** suggested they write one section reflecting that and do away with the rest.

Commissioner Wheeler, looking at subsection 1 (page 14) which reads, "... a resolution by the Board of County Commissioners or following the submission of a petition to the county commission signed by at least fifteen percent (15%) of the qualified electors of the county requiring that a charter commission be established, ...", and again at subsection 3 regarding the Legislature, argued that the Legislature nor 15% of the people in this County are parties to this Agreement, and he did not know how they could bind what they want to do with this Agreement. He also thought the language at

the top of page 14, which reads, "... while an attempt is made to establish a charter form of government, ..." was too broad and needed to be more specific.

Vice Mayor Kenyon believed Mayor Dunlop's position was valid and he felt that since they took the time to put this together, they should stick to it until such time there is a Charter.

Mayor Dunlop suggested they change the language mentioned by Commissioner Wheeler, to say, "To continue with this agreement while an attempt is made to establish a charter form of government, which would have a negative impact on ISBA, or negate ISBA, would be inconsistent." He asked whether everyone could live with that.

Commissioner O'Bryan was okay with the suggestion and offered to work with Fellsmere to get the language right.

Commissioner Wheeler said they need to clearly define what would be a negative impact.

Commissioner Flescher thought it would be very clear if the actions of any form of Charter would contradict any element of ISBA. He agreed that we should not have such a harsh triggering mechanism.

Commissioner Wheeler agreed with Mr. Kenyon and Mayor Dunlop that this should not be pre-empted by people talking or trying to build a Charter, and because they do not know if it would pass if it goes on the ballot, there was no need to kill it before it gets there.

Mr. Nunemaker explained how the Charter was proposed to take away Home Rule authority, noting that Sebastian was just protecting its municipal interests.

Mr. Minner said maybe there was some compromise in changing the language; they could (a) water down the “poison pill”, and (b) look at what is going to be the Charter.

Discussion ensued among Commissioners, Mr. Minner and Mayor Dunlop regarding Charter and in the event it takes away the ILA and/or Home Rule.

Mr. Zito, understanding that the consensus was to protect against pre-emptive restrictions for the Municipalities’ Home Rule, thought the question then would be, once you do have a proposed Charter that accomplishes this, at what stage in the process would a party the have the ability to opt out or withdraw from the Agreement.

Vice Mayor Kenyon suggested they could tighten it up by saying, if the proposed draft Charter does not have dual referendum in it, then they could opt out.

Commissioner Wheeler had no problem with that.

Mayor Abell questioned the 20-year term in the subject Section, and pointed out that it is a living document, reviewed every five years, but there was no provision for extension.

Mayor Dunlop’s understanding from prior meetings was that they could extend it at any time; and at each five year anniversary they could move it or wait until the end of the twentieth year to extend.

Mr. Minner confirmed that understanding as correct.

Discussions continued regarding adding language in the Agreement, to have five-year extension periods.

Mayor Adams, commenting on the issue of USAC review for Exhibits D, E & F, questioned whether, for Vero Beach that would not preclude the necessity for having exhibits D, E & F. She noted that there are exceptions to the ISBA, and asked why they would need to be reviewed.

Mr. Vitunac thought their Planners' point was if a project in the WEC, say for Sebastian, does not have a comprehensive land use change or future land use, it might not come to USAC. He said this is just to make sure that what happens in the WEC happens without a USAC review.

Mayor Adams asked if that was not why it was called out as an exception and an Exhibit.

Mr. McGarry said those were just principles in the Exhibit, and the example he used was a New Town under the County's ordinance. He explained that Comprehensive Plans set the principles but the actual New Town goes through a zoning process to be placed there and that is when you get the specifics on the development. He did not see a problem of reviewing it, as they would for other land use changes.

Mayor Adams said Fellsmere would have a problem with anything falling under Exhibit 'F', and then having to come to USAC for review, pointing out that was why they have an Exhibit 'F'.

Mr. Nunemaker said one of the things they need to be clear about is that what they have excluded from the Agreement they have excluded all along; and now that they are almost at final stage of transmittal with DCA, they are not going to interrupt that process.

Mayor Dunlop asked if there were any other issues, and **Councilmember Simchick** asked the Planners if they were comfortable with the USAC, and whether they were comfortable with the elected officials planning their services.

Mr. Kenyon said the Planning staff needed to come back with a consensus of what they put together tonight.

Mayor Gillmor asked if there was consensus that they have talked about all they needed to tonight.

Attorney Dill questioned the use of the word “unanimous”; wanted to know in what context it was being used; and whether it was to make changes in Section 12 or for a vote by USAC.

Members of the Panel discussed the meaning and use of the word “unanimous” in Section 12 of the Agreement.

It was unanimously agreed by Municipalities and County to keep the word “unanimous” in Section 12.

Mayor Dunlop further explained the meaning of the word “unanimous”, stating that it was a majority vote from each Municipality and County that would result in

a unanimous consent by all six bodies; it does not mean a unanimous support in each of the six bodies. He suggested they put in parenthesis what “unanimous” means.

Panel discussion continued regarding the meaning of “unanimous” and when it is required.

Mr. Nunemaker remarked that that after the initiation, Fellsmere acted as the gatekeeper for this Agreement and they have probably incurred about \$30,000 in cost associated with it. This they did that in a good faith effort to move the Agreement along. He suggested, that if the movement was going to be delayed, his Council might require that cost sharing be looked at, where another city take ownership as the gatekeeper of the document and make the necessary revisions.

Mr. Nunemaker offered that they would take back Exhibit ‘F’; revise it; and take it to Council with some finer resolution; noting that it was not meant to incorporate in total what comes back from DCA. He thought it would be helpful to have an ongoing staff working group as discussed prior.

Mayor Gillmor believed there was a lot of accord and that they are close; and they need to have staff come back with a revised document. He thought that when they meet next they could have a document on which they could all vote.

Mr. Vitunac wanted to call a meeting of the staff working group, in early January, to revise the document according to tonight’s comments and recommendations, and for staff to come up with its recommendation for the Panel. Sebastian desired to hear from the Planners. Vero Beach said they could meet by January 15, 2009.

Mayor Adams asked for a consensus for the joint group to meet by February 15, 2009. It was pointed out that they might have to wait until after comments are received from DCA.

Mr. Nunemaker recommended to Council that they do not meet in the interim if they wanted to wait and hear from DCA, so they do not run up unnecessary bills.

Mayor Coy thinks they do need to wait until they hear from DCA, because of past experience with submittals and what comes back.

Mayor Adams was agreeable to waiting to hear from DCA; and also suggested that there was no point for the staff working group to meet prior to that, because the main issue for everyone was Exhibit 'F'.

Mr. Minner had six issues for which he wanted confirmation: the Sebastian contiguity, Fellsmere's Exhibit 'F', the poison pill, Home Rule, the rewrite for the extension language, and the New Town. He thought it was important that they meet in the first week in January. It was suggested they meet in March.

Commissioner Wheeler asked Mr. Nunemaker to clarify what he meant by gatekeeper and the \$30,000 in cost sharing.

Mr. Nunemaker said it had become cumbersome for multiple iterations of the document to be floating around, so Fellsmere took ownership of the document, and their City Attorney has been doing all the edits, which is a time-consuming process. He submitted that if Sebastian or one of the other municipalities wants to take ownership of the document, they have no objection.

Attorney Vitunac acknowledged and commended staff on how well they have all worked together on the document, with Fellsmere doing the yeoman's job on the changes. But thought, that with the document so far along, maybe Vero Beach could take it over, and do the copying and other costs.

6. PUBLIC INPUT

Honey Minuse, Indian River Neighborhood Association, said they are very impressed with the process that is going through, and felt strongly about USAC being in an advisory capacity, requiring a review before those comprehensive plan changes. She recommended and asked the Board to consider that when New Towns are being considered, that the anchor tenant should be identified and contracted with prior to any adoption being granted. They feel it would assure the commercial/ industrial aspects of the New Towns, and would ensure some economic vitality. They also feel that when that tenant is identified, that it will enhance the marketing effects of the residential components.

Mike Gray, Vero Beach, who represents and works with the Graves family, thought it was important that everyone understood that this document has a lot of intentions, a lot of good efforts and hard work in it, but if it has ambiguities, it can cause the document to be read in a number of different ways. He challenged everyone, during the waiting period between meetings, to work through the rest of the issues and points raised today. He thought the issue of "unanimous decision" was important and suggested each municipality think about changes they would like to see in their municipality for which they would require a unanimous decision, and see how that plays out with the document, because once approved, it cannot be modified.

Mr. Vitunac said Mr. Gray's comments were not quite accurate, because you would have a unanimous approval requirement only if you are changing the Comprehensive Plan for land outside the USA, which is a major difference. He stated that is the whole point of this Agreement, and annexing land within the USA and in the reserve area does not require unanimous approval, and even though some of the large scale annexations would be reviewed by USAC, they are advisory reviews only.

Mayor Gillmor understood the document also provides for review after five years, and if changes needed to be made in the future there would be allowances for that, because the document is not cast in stone for twenty years.

Joseph Paladin, President of Black Swan Consulting, commenting on the "unanimous" decision, suggested they allow for one vote to not stop the whole process, because two or three give more credibility.

There were no other speakers.

7. ELECTED OFFICIAL DISCUSSION ON CONSENSUS FOR DIRECTION TO ISBA WORKING GROUP

Mayor Gillmor summed up the consensus of the Group that they would allow staff to meet sometime before the 15th of January; that they are all agreed that sometime before March 15, 2009, the Joint Body would convene again and hopefully have a document on which they could all vote.

Mr. Vitunac said January 14, 2009 would be the date to meet in the Vero Beach City Council Chambers at 1:30 p.m.

8. ADJOURN

There being no further business, Mayor Gillmor declared the Meeting adjourned at 7:16 p.m.

ATTEST:

Mary Louise Scheidt, Clerk, *Ad Interim*

Wesley S. Davis, Chairman

Minutes Approved: _____