



Minutes of May 16, 2012

Meeting Called to order at 7:36 p.m.

1. ROLL CALL

P&Z Board Members

Table with 12 columns (MEMBERS, 5/16/12, 2/27/12, 12/19/11, 11/21/11, 10/3/11, 9/19/11, 8/29/11, 7/18/11, 6/20/11, 5/16/11, 4/25/11) and 12 rows of member attendance records.

* Reappointed ** Resigned *** New appointment

STAFF PRESENT: Matt Wood, Director
Jason Chockley, Planner
Ro Woodward, Administrative Coordinator

APPLICANTS: Mikel Isaac, Dunkin' Donuts
Andre's Podriguez, Bank of America
Hope Calhoun, Esq. Jefferson Apartments

2. P&Z BOARD - MINUTES - WAIVE/APPROVE - FEBRUARY 27, 2012 MOTION TO WAIVE READING OF MINUTES OF 2/27/12: Motion to waive the reading of the minutes made by Mr. Roper and seconded by Ms. Stern. All ayes on voice vote. APPROVE: Motion to approve made by Mr. Roper and seconded by Mr. Konhauzer. There were all ayes on voice vote. Motion was approved.

3. CORRESPONDENCE: None.

4. NEW BUSINESS:

A. DUNKIN' DONUTS - SIGN WAIVER PETITION # SW 4-1-12 - LOCATED AT 9740 GRIFFIN ROAD

Mr. Wood commented that this item is a Sign Waiver petition for the proposed Dunkin' Donuts at Cooper City Plaza. The applicant requests three waivers from Section 25-23 of the Code relative to permanent wall signage summarized as follows:

- 1. Increasing the maximum height of the primary wall sign from 36 to 53.375 inches.
2. Increasing the maximum height of the secondary wall sign from 24 to 30.5 inches.
3. Granting the Dunkin Donuts trademark colors of orange, magenta, and dark brown on white background instead of the bronze color approved by the shopping center.

Code stipulates that waivers may be granted where at least one of the following is met:

- 1) Signs cannot be properly viewed due to physical site distinctions.

- 2) Architectural design of a structure and/or a site plan poses unique and extenuating characteristics whereby a waiver is in the city's best interests.
- 3) Literal enforcement would result in unreasonable and undue hardship upon the petitioner.

The applicant's justification for the two wall signs with larger specs and trademark colors is to provide greater visibility to the business which relies to a greater extent on impulse buys from the public rather than being a typical destination business. The applicant states that the visibility of the signs from a further distance is necessary to allow people to safely make any traffic movements required for a safe entry into the center. They also state the highly recognizable Dunkin' Donuts logo in trademark colors is not unreasonable and will help ensure the business is successful.

Mr. Wood concluded that Staff finds that the petition meets the submittal requirements for this sign waiver to be considered. The Planning and Zoning Board is requested to discuss the petition and make a recommendation. Board input will be forwarded to the City Commission for action.

Mr. Cutler recused himself because he has an interest in this application.

Mr. Mikel Isaac introduced himself as the representative for the petitioner and mentioned that the primary size sign and it is 53.75 and that is just the size of the cup. The letter size is 21 inches. The secondary sign is 30.5 for just the cup.

Mr. Aronson asked Mr. Wood for clarification and that the sign waiver is from 36 inches to 53 and what is the size of the actual letters.

Mr. Isaac responded the primary sign is 21 inches.

Mr. Wood commented there are 2 lines of lettering with a total of 42 inches, so the cup is 53 and the lettering is 42 inches.

Mr. Aronson mentioned that under code it is 36 inches.

Mr. Wood confirmed that was correct.

Mr. Roper commented that he was pro business and was involved in business for 35 years. He remarked that signage was near and dear to his heart and when the code was established he participated in establishing the sign code. He commented that many times sign waivers have come before this Board and thought they were legitimate, but has a hard time understanding why 53 inches is needed when they are right on the main road. He thought that the guidelines in place are sufficient and if the Board keeps making exceptions as far as the sign code is concerned, they may as well change the whole sign code, because they are doing nothing but establishing an entirely new precedence. He then referred to the one at Sheridan Street and that was a prime example of what they were looking at.

Mr. Cutler commented that the sign at Sheridan Street is already done and it is not a free standing building and those signs have been up for 4 years. It is an in-line building and it will be there for several more years until a remodel is done. He then mentioned that the sign is on the north side and you wouldn't see that sign until you are equal to the building and there is no turn into it from there, so the consumer is going to have to make a u-turn to get into it. There is no left turn into that location until you have already become equal to the sign or passed it. He then remarked that the building is much longer than the typical building so that sign would be hard to see because it is long and narrow building. He referred to one of his locations from Davie that is a smaller building and has 3 building signs. He went from 3 down to 2 in Cooper City and those 3 in a smaller building make up a much larger sign packet there than what he is asking in Cooper City. He said that he knows they aren't Davie, but he was saying they understood that and allowed them to have 3 separate signs on a free standing building. He also mentioned that this location has 2 separate landlords even though it is part of the center.

Ms. McCoy remarked that she understands what Mr. Roper was saying about diluting the sign ordinance and referred to when Wendy's went in on Flamingo Road and they were not allowed a variance even though they had a much farther setback off the roadway. She commented she didn't have a problem with approving using the color logo, but does have issue with the sign size. She then asked which sign was going where on the building. Is the larger on the west elevation?

Mr. Isaac responded that the larger sign was facing Griffin Road.

Ms. McCoy clarified that the larger is facing the north elevation and the smaller is facing the west elevation.

Mr. Konhauzer commented that he was is in a similar situation like this in the City of Hollywood where he is doing a law office on Hollywood Boulevard. Letters are currently in bright red. They have similar codes as Cooper City. He remarked that he did a study of why they should have the signs larger and not smaller. He explained that it was safer when you are doing a drive-by. You can actually have an accident by trying to look for these signs without seeing it. He then commented that a sign or logo like this which is consummate with its branding is almost a special exception because if you went to the 12 inch letters on Dunkin' and then Donuts and think about the size of the building, those letters would be very small. These letters were going to be about 21 inches each and didn't think that was unreasonable when you are driving by to be about to see a double stacked. It is not like they are going for 42 inch letters, but 21 inch letters and suggested keeping that in mind.

Mr. Laufenberg asked if the awnings were part of this request.

Mr. Isaacs responded no they are not. They will be submitted for a permit.

Mr. Laufenberg asked if the rendering was an accurate scale and knows it is a large wall.

Mr. Isaacs responded that it was not that much to scale, but was close. The signage would be smaller than what is shown on the rendering.

Mr. Laufenberg commented that it was a very large wall and was long and would believe that a smaller sign would get lost on that big wall.

Mr. Aronson agreed with that and sometimes a larger sign consistent with the scale of the wall looks better even though it may require a sign waiver.

Ms. Sori mentioned that this is a national logo and reminded the Board that they did allow the variance on Havana Café when they added larger signage.

MOTION: TO APPROVE DUNKIN' DONUTS – SIGN WAIVER PETITION # SW 4-1-12 – LOCATED AT 9740 GRIFFIN ROAD. MOTION MADE BY MR. LAUFENBERG AND SECONDED BY MS. SORI. On roll call there were six aye votes and three no votes made by Mr. Roper, Mr. Valenti, and Ms. McCoy. Motion was approved.

Mr. Cutler recused himself prior to the Board discussion and did not vote; therefore roll call was taken for nine voting Board members.

4. B. BANK OF AMERICA REMOTE ATM AT COOPER CITY PLAZA – LOCATED AT 9670 GRIFFIN ROAD

1. SITE PLAN AMENDMENT PETITION # SPA 11-1-11

Mr. Wood explained that this item is a Site Plan Amendment petition for the proposed Bank of America Remote Drive-up ATM Kiosk at Cooper City Plaza. The existing site is a vacant outparcel located at the northeast corner of the shopping center. The site plan reflects the unmanned, stand alone drive-up ATM with two drive lanes, one for the ATM use and the other for bypass. The plans also reflect new sod and landscaping, concrete curbs, pavement markings, vehicular signage and lighting.

The kiosk has a red colored, back lit, illuminated sign band that wraps around the structure. The signage as submitted will require City Commission approval of the sign waivers that have been submitted concurrently with this Site Plan Amendment petition.

Mr. Wood concluded that the Development Review Committee recommends approval of the Site Plan Amendment subject to approval of the accompanying sign waiver requests.

Mr. Andre's Podriguez, Architectural Collaborative, 151 Sevilla Avenue, Coral Gables, Florida introduced himself as the representative for the petitioner. He said that he was available to answer any questions from the Board.

Mr. Laufenberg commented that he hasn't seen this anywhere and was this was new concept.

Mr. Podriguez responded that this was a concept that the bank has been implementing for about 2 years. The latest one was located in The Plaza in Davie on State Road 84 and Hiatus Road.

Mr. Laufenberg then asked that since this was a stand-alone building have there been any security issues at that location.

Mr. Podriguez responded that he did not have any specific information on the security issues. He commented they have addressed the security in that the machine has a camera in the awning and there is a camera in the machine. He said they also put up lighting to meet the State Statutes for ATM security. He

mentioned this is the same application, but the one in Davie is a walk up situation and not in a drive-in application.

Ms. McCoy questioned the exact location on the site plan map, and how does the drive-in tie into that site as well as the actual parking lot.

Mr. Wood pointed out the exact location on that outparcel and the drive isle to the south of the kiosk.

Mr. Nall remarked that corner is very dark and the lighting requirements are State Statutes and asked Staff if they were comfortable with the lighting. He mentioned there have been instances with the Farm Store area and that banking area in the past.

Mr. Wood responded that was one of the things discussed in the DRC meetings. He remarked that BSO sits on the DRC and that one of the things they look at is the lighting plans, as well as crime prevention through environmental design techniques (CPTED) and assured the Board that they have reviewed the lighting and crime prevention for that area.

Mr. Nall mentioned that this would sit on a canal and it is very dark and expressed concern for the safety of our residents that was something that concerns him.

Mr. Chockley commented that they also have specifics on tree heights, so there would not be low lying trees to keep visibility from Griffin Road as well.

Mr. Cutler asked if there have been any robberies at that new location on 84.

Mr. Podriguez responded that he has not heard of anything and again, mentioned that was a walk-up application. He stated the things they have done in design to help minimize any possibility of crime is to keep the shrubs under 24" and the trees that are planted have lower branches above 6 feet. The fact that it is a drive up application and not a walk-up helps because it keeps the customer in the car, and the lighting as well which meets the State Statutes.

MOTION: TO APPROVE BANK OF AMERICA REMOTE ATM AT COOPER CITY PLAZA SUBJECT TO THE STAFF COMMENTS – SITE PLAN AMENDMENT PETITION # SPA 11-1-11. MOTION MADE BY MR. LAUFENBURG AND SECONDED BY MR. CUTLER. There were all ayes on roll call vote. Motion approved.

B. BANK OF AMERICA REMOTE ATM AT COOPER CITY PLAZA – LOCATED AT 9670 GRIFFIN ROAD

2. SIGN WAIVER PETITION # SW 11-2-11

Mr. Wood explained that this item is a Sign Waiver petition for the proposed Bank of America Remote Drive-up ATM Kiosk at Cooper City Plaza. The structure has a red colored, back lit, illuminated sign band that wraps around the structure. The sign band contains raised lettering that reads "Bank of America" on the front and rear and the Bank of America "flagscape" logo on each side.

The applicant requests three waivers from Section 25-23 of the Code relative to permanent wall signage summarized as follows:

1. Increasing the maximum length of the two larger wall signs from 6.67 to 7.33 feet.
2. Increasing the maximum height of the two secondary wall signs from 12 to 16 inches.

3. Granting the Bank of America ATM standard colors of red, white and blue instead of the bronze color approved by the shopping center.

Mr. Wood commented that Code stipulates that waivers may be granted where at least one of the following is met:

1. Signs cannot be properly viewed due to physical site distinctions.
2. Architectural design of a structure and/or a site plan poses unique and extenuating characteristics whereby a waiver is in the city's best interests.
3. Literal enforcement would result in unreasonable and undue hardship upon the petitioner.

The applicant's justification for the two wall signs with larger specs and trademark colors is to allow the signage to remain as comes standard on the kiosk. They state the structure is identifiable as a Bank of America ATM by the previously described sign band that wraps around the structure.

Mr. Wood concluded that Staff finds that the petition meets the submittal requirements for this sign waiver to be considered. The Planning and Zoning Board is requested to discuss the petition and make a recommendation. Board input will be forwarded to the City Commission for action.

MOTION: TO APPROVE BANK OF AMERICA REMOTE ATM AT COOPER CITY PLAZA SIGN WAIVER PETITION # SW 11-2-11. MOTION MADE BY MR. KONHAUZER AND SECONDED BY MR. LAUFENBERG. There were seven aye votes and three no votes made by Mr. Roper, Mr. Valenti and Ms. McCoy. Motion was approved.

4. C. JEFFERSON APARTMENTS AT MONTERRA – SITE PLAN PETITION # SP 2-1-12 – LOCATED AT MONTERRA PARCEL 2F-2

Mr. Wood commented that this item is a Preliminary/Final Site Plan Petition for pod 2f-2 within the Monterra development. The request for Preliminary/Final Site Plan approval is consistent with the pre-annexation agreement on the property. The Site Plan is consistent with the Master Plan and Design Guidelines approved for the Monterra development. There are no variances requested for this development.

This site plan proposes 252 rental garden apartment units in eleven three story buildings on the L-shaped, 11.4 acre site. The project is located in the southeast corner of the Monterra Community where a denser, more urbanized form of development has been planned for this area. The apartments are on the south and east sides of Solano Avenue, across from the Minto Cascada Isles Townhomes and to the north of the ZOM Apartments. Although part of the overall Monterra development, this pod is outside the master gates of the pods being built by the overall Monterra developer and would have its own association, amenities and restrictive covenants.

The complex would have its own gate at its main entrance/exit available to residents and guests. A secondary resident only access driveway is proposed at the southwest end of the project and an exit only gate is proposed toward the northern portion of the complex. Both secondary gated access drives will also serve as emergency access points.

The site plan reflects a community clubhouse and swimming pool and a total of 504 parking spaces with 24 garage parking spaces and 24 tandem spaces in front of the garage spaces. As

designed, since the garage and tandem spaces will need to be leased together and are counted toward meeting the minimum parking requirements, the developer is proposing restrictive covenants which would ensure that these parking spaces would be 100% leased concurrent with full occupancy of the rental units. Pedestrian access is also provided throughout the development including direct gated sidewalk access to the adjacent Solano Avenue with its parallel parking spaces.

The architectural plan reflects a Mediterranean style architecture with a maximum building height of 35 feet to the peak of the cement tile roofs. The project is proposed to have 96 one-bedroom, 124 two-bedroom, and 32 three bedroom units ranging in size from over 800 square feet for the one bedroom to almost 1300 square feet for the three bedroom units. Fire Department requirements would be met by the commitment of the developer to install a sprinkler system in all the units.

The project includes one trash compactor/dumpster located at the southwest corner of the site. For the convenience of the residents and to address the intent of the code regarding waste management requirements, the applicant has committed to provide a valet trash service. The valet service would provide for five-day-a-week removal of all trash/recyclables from each building or unit to the compactor on site.

The preliminary/final site plan and accompanying landscape, lighting and engineering plans have been reviewed by the DRC for conformance with the applicable district regulations of the proposed zoning, pre-annexation agreement, Master Plan and Design Guidelines which apply to the property, and have been determined to be in conformance with those standards subject to the conditions listed below.

Mr. Wood concluded that that the Development Review Committee recommends approval of the Preliminary/Final Site Plan subject to the following:

1. Prior to City Commission approval of the Final Site Plan the applicant shall receive approval of:
 - a. The Water and Sewer Agreement by the Engineering Department and payment of ERC.
 - b. The paving and drainage and water management plans by the Central Broward Water Control District and South Florida Water Management District.
2. Completion of the following items prior to permit issuance:
 - a. Payment of General Government Impact Fees, and any outstanding Broward County fees.
 - b. Broward County Department of Environmental Protection approval of the sewer collection transmission system.
 - c. Broward County Traffic Engineering approval of the Pavement Marking and Signage Plan.
 - d. Broward County Engineering approval of the plat required improvements.
 - e. Post Office approval of Address Plans.
 - f. County approval of all traffic concurrency requirements.

3. Prior to issuance of any Certificate of Occupancy (CO):
 - a. The Declaration of Restrictive Covenants shall be recorded in the Broward County public records and a copy of same shall be provided to the City Clerk's Office and the Growth Management Department.
 - b. An executed contract for the valet trash service shall be provided to the City Clerk's Office and the Growth Management Department.

Mr. Wood commented Jeanette Wofford, City Arborist was unable to be present tonight; he agreed to read into the record several of her outstanding comments of which the first two she had with the plan and asked they be changed between now and City Commission:

- 1). There were several trees that she could not find labels for and
- 2). One match line that needs to be relabeled on page LNP-5.
- 3). Mr. Wood commented that her final issue was with the Royal Palms. He read the following statement from Ms. Wofford:

“They did not change them at the entry and pool area and they are not adding double Royals in the entry median. Double palms have a tendency to grow away from each other and these could pose stability issues in the 10 foot wide median as proposed. This property will be maintained by an owner versus an Association so they will bear the burden of the maintenance expense but this will ultimately carry on down to the residents, I believe. I feel they are too dangerous to have around the pool. We really have no assurances that a future owner will fully embrace the maintenance requirements and when the Royals reach a certain height, specialized equipment will be needed for pruning. It's questionable if that equipment can even get onto the pool decking. I respect their desire to use them for the height elements but have to go on the record not supporting their decision”.

Mr. Wood then commented that they did provide the color elevations.

Ms. Hope Calhoun, Esq. introduced herself as representative of the applicant and mentioned that the various design professionals were also present. She explained that as stated in the Staff Report and consistent with the Monterra PMUD they are presenting the Jefferson at Monterra apartments and remarked that they are closer to University Drive, 3 story buildings and as you get closer into the Monterra property you go into the single stories. There are 252 apartments at 3 stories each provided in 11 buildings and pointed to how the buildings were laid out. They have provided the required parking of 504 spaces and reminded the Board that when they did the Minto project, which is 2F that they have just like they do additional parallel parking on Solano Avenue. It is not counted toward them and they cannot count it, but is available. The project provides all the amenities outlined, a club house, garage spaces, parking spaces and plenty of access for all vehicles both guests and emergency access as needed. She commented that they were made aware of Ms. Wofford's concerns for the Royal Palms, but the use of those palms is consistent with what is being done throughout the Monterra development. It is in keeping with the current design. The owner's representative is present and can tell the Board that they are aware of the Royal Palms and how they grow and are prepared to maintain them into perpetuity.

Ms. Calhoun then remarked they have read Staff's comments and recommendations and they agree to comply with those that are applicable to Jefferson. Some are applicable to the Master developer. The one issue they need to finalize between now and the City Commission is the frequency and control of the valet service. They have agreed to provide valet trash and recycling service. They have a declaration prepared to be recorded that says they are providing valet trash and recycling services. She mentioned that ZOM is doing the same thing and this is consistent and is not new to the site or new concept. The detail they need to work out between now and City Commission is frequency of the valet trash pickup. She said that the declaration now says 5 days a week. They have not yet contracted with the appropriate provider and would like to have the flexibility to modify that 5 days a week to an appropriate number of days. She commented she has talked with Staff today and they have not agreed on how to properly quantify and regulate that. Between now and City Commission she asked the Board to approve this subject to working out the final details of that declaration. It was just a matter of the wording.

Mr. Aronson asked how many days a week does ZOM have.

Ms. Calhoun responded that she was not sure. They have the compactor and the trash service.

Mr. Cutler asked would Code Compliance say there was too much trash or how is that monitored and not become an eye sore.

Mr. Wood responded that would be a Code Compliance issue. If it became something that the citizens would complain to Code Compliance then they would go out there and investigate.

Mr. Aronson commented they have one trash compactor on the southwest corner of the property and under the valet trash contract a tenant would get a small container.

Ms. Calhoun interjected that was correct, approximately 20X21.

Mr. Aronson then continued that container would be in their home when they put it out for pickup. He asked how many bags of trash fit in that little container. He explained that he has friends over to the house on Friday night with family and some food and fill it up. He didn't know when they were going to come to pick up trash, but the residents only have one container. He wants to understand how it works.

Ms. Calhoun commented that on the management side there will be an on-site management company that runs Jefferson and remember it is a rental apartment complex. There will always be a manager on site to make sure that people don't put their trash out on Friday night so that it lingers in the hallway over the weekend. She said that if they provide trash service 3 nights a week whatever those nights are you would put your trash in your bin and put it out. On Monday or whatever it is the hauler comes in their golf cart and take it away. From a builder compliance standpoint there is going to be someone on site to make sure you don't put it out Friday and stays out all weekend. That is the developer's responsibility.

Mr. Aronson asked if a tenant could bring their trash to the compactor.

Ms. Calhoun responded yes, they can.

Mr. Aronson remarked that the presumption is that there will be a frequency of pickups so that for the most part people won't have to bring their trash. So, it would be a rare occasion and he presumed there would be some notices to tenants about the requirement.

Ms. Calhoun responded that was correct.

Mr. Cutler commented that at one of his businesses is a trash compactor and if its full the residents aren't going to take it back to their house they are going to drop it right there at the compactor.

Ms. Calhoun responded that won't happen.

Mr. Cutler wanted to know how they would be ensured that won't happen and trash is getting picked up in a timely manner.

Ms. Calhoun responded that with any multi-family development they have a regular trash service and they have to ensure that doesn't happen. Yes, from a Code Compliance standpoint if the big compactor that is on site gets full, they were responsible for taking care of it. If the individual units put their trash out early, again, they will enforce that.

Mr. Konhauzer asked if there was a specific code or calculation that a condo does to say how large a compactor is.

Ms. Calhoun responded that it is a standard multi-family development size compactor and ZOM has the same thing.

Mr. Konhauzer referred to the trash containers that will be kept in the units and wanted to know how big those would be.

Ms. Calhoun responded they are approximately 21X20. They haven't formalized a contract yet with the valet yet and may be a little bit bigger than that.

Mr. Konhauzer commented that it was a recycle bin.

Ms. Calhoun responded that was correct.

Mr. Konhauzer then asked how many times a week would the trash be picked up from the individual units.

Ms. Calhoun responded that they are looking at a minimum of 3 days a week at this point. She commented they were looking for approval subject to finalizing that frequency.

Mr. Konhauzer asked how this was different from a building with the same genera and is this any different.

Ms. Calhoun responded that she didn't think so. She remarked that multi-family is new to Cooper City and thought that ZOM and Minto are kind of the times in mass that Cooper City has had this type of multi-family development. ZOM is doing it and they have done it before, so it works. It is not uncommon for multi-family developers to do it. The only issue is how frequent. They don't want to say they will pick up 7 days a week and then they don't need it 7 days a week.

Mr. Aronson expressed his concern that if it's every Monday from the weekend it will be a mess.

Ms. Calhoun remarked that she understands that concern to the point that the contract would have to address that. On site management would have to enforce whatever goes in the contract and the declaration.

Mr. Nall commented that he is concerned about having one compactor at one end of the complex. He remarked that these people at the other end aren't going to walk down there. He understood what Ms. Calhoun was saying, but if you have a family of 3 or 4 that is sharing and he commented that he has a family of 5 and can fill up 2 bins that he has in 2 days and he could see this being a problem. He said that personally, he would like to see 2 compactors, one on each end. You wouldn't want it in the middle and would want to keep it away as far as possible. You have one on one end and nothing on the other end those people aren't going to walk their garbage all the way over there if they have filled their container and a 21X20 container is not very big.

Ms. Calhoun responded those were very good points. She pointed out the layout of parcel 2F2 and was created from one original parcel, 2F. What is left is a rather unique shape which is an "L" shaped parcel. Something that you might see on a parcel 1 with the convenience and space that you have is rather large and they don't have that on parcel 2F2. What they tried to do is to make the best use of the space that they have. To provide something else at the other end of the site would not give the project an opportunity to look as good as it does. It wouldn't look good to have another compactor at the other end. For that reason it is at one end and they have agreed to provide the valet service. She said they understand the Board's concern in that they know people may not want to leave their garbage on a Sunday night and may not want to walk, but they do have that option.

Mr. Nall remarked that he understands that, but expressed that was an important issue not only for sanitary reasons, but for deodorant reasons as well. If its 3 days a week and over the weekend you have residents who can build up a bulk of trash in 2 days. He can see this becoming a problem.

Ms. Calhoun responded they are agreeing to do the valet service and that is not an issue. It is just a matter of working out the details of how that would work.

Mr. Nall wanted to know if there was any way to relocate the compactor to a more central location.

Ms. Calhoun responded that she didn't think so and that there was no good place to put it. The object was to put it in a place that was kind of obscure. She reminded the Board that they will have management on site and the burden is on Jefferson. These are rental apartments and want to have a good reputation and not a bad reputation and don't want to have a reputation for having trash everywhere. If they understand the responsibility that is on them to make sure the trash doesn't accumulate and the hallway doesn't smell and the big compactor at the end doesn't overflow, it is to their benefit to make sure the project runs well, looks good and smells good. They are working within the property constraints to present a project they know is in keeping with the quality of the overall Monterra project and the standards of Cooper City.

Ms. Sori wanted to know since this is rentals there will be 1, 2, and 3 bedroom units and what are the prices for each of these units.

Ms. Calhoun responded they will be market rate and her client doesn't know yet. They will not be below market rate they will be at and above market rate.

Mr. Laufenberg commented that he likes 5 days a week pickup because you are talking about a small container for every apartment. He commented that if you go down to only 3 days a week he didn't think that would be enough. He suggested they would want to keep the 5 days and maybe if 3 or 4 days are needed and at least if they keep solid to the 5 days they could enforce that in the future. If less is needed now, fine, but at least they would know they have the power to go to 5 days if needed. He said that personally, he would not like to go less than 5 days only for that reason. He remarked they want to be able to enforce a larger amount of days and believed this would be a problem. He said that he has 3 people in his house and knows how the garbage can in the kitchen fills up. He didn't think that 3 days a week was realistic for all those people.

Mr. Aronson wanted to know if recycling was separate because we recycle in Cooper City and where the recycling for this is and would this be a separate container.

Ms. Calhoun responded that it can be, but they don't have a contract yet. There will be recycling. She then commented they were not saying at this point that 5 days is out and they are not going to do 5 days. The concerns today is that if they record a document that says they are going to do 5 days and it turns out that 3 days is all that is needed, they now have a recorded document that says they must provide 5 days. They are trying to figure out how to provide enough flexibility so that everyone is comfortable.

Mr. Aronson commented that this provision was going to be redrafted because it simply says that you will provide service. It says 5 days and Ms. Calhoun wants to redraft it.

Ms. Calhoun responded that was correct.

Mr. Aronson remarked that they want to take 5 days out.

Ms. Calhoun responded that was correct.

Mr. Aronson asked what would be changed.

Ms. Calhoun responded that they would change it to a minimum of 3 days and then if the City receives a lot of complaints (a lot being the legal term), and the City notifies Jefferson that there have been a lot of complaints in a certain amount of time then Jefferson would agree to increase that to a maximum to 5 days. There is no code and that's the issue.

Mr. Konhauzer commented that it may not be in the code but there are some regulations you just can't let trash pile up.

Ms. Calhoun responded that the regulation is that they provide a compactor and the trash goes to the compactor.

Mr. Aronson remarked that he wants the City to have the ability if there is a problem to require a higher level of service. He was not going to say that 3 days was not enough. If it turns out he wants the City to require Jefferson to increase it.

Ms. Calhoun agreed and would like to have the time now between City Commission to finalize it. She explained that this just came up on Monday and she has been working with Growth Management Staff since then and her client to develop language that everyone can feel comfortable with and they are not there yet.

Mr. Konhauzer commented that you say a minimum of 3 days a week or as needed.....

Mr. Aronson interjected that he didn't want to negotiate language with the applicant and thought that was up to City Staff to talk to the City Attorney about. He asked that when the motion was made that it would be acceptable to Staff and the City Attorney, and did not want to negotiate language with the applicant.

Ms. Calhoun remarked that what they were saying is that they agree to the declaration and they are not changing that it was just that the final language be finalized prior to the City Commission meeting.

Ms. McCoy asked what the construction of the buildings themselves was and when she was reading through the plans it was talking about an exterior cladding system and was this tilt up concrete block.

Ms. Calhoun responded that it is total form with concrete block. She then introduced the architect.

Ms. McCoy commented that she read in the site plan where it says page after page as showing the floor elevations about a reinforced cementitious siding and exterior cladding system and this is tilt up with stucco.

Mr. Charlan, Sean and Brock Associates, Orlando Florida introduced himself as the architect for the project. He commented that the system is tunnel form poured and placed concrete for side

walls with concrete block on the ends, to fill in between the tunnel forms and it will be stucco on concrete.

Ms. McCoy then asked about the trim elements on the building and if there was any banding or window bands and asked if that was masonry...

Mr. Charlan responded that most of it was solid stucco. There are a few small bands that are a composite material.

Ms. McCoy asked if they were at lower elevations where they are going to get destroyed.

Mr. Charlan responded that there is minimal everything is done for sustainability.

Mr. Konhauzer asked if they were PVC clad.

Mr. Charlan responded there is no clad and they were all stucco.

Mr. Aronson asked about the paint colors for the buildings.

Mr. Charlan commented that he brought walls, materials, and colors.

Ms. McCoy remarked that she would like to see all that he brought and then asked if these units were going to be sub-metered on the water.

Ms. Calhoun responded that each building has a master meter.

Ms. McCoy commented that the individual units would not be billed for the water. She then wanted to know if this was for moderate income housing and in the same vain as ZOM.

Ms. Calhoun responded that these are market rate rental units.

Ms. McCoy remarked that these are market rate, but not moderate or low income housing.

Ms. Calhoun responded that is not the target market here.

Ms. McCoy wanted to know if this was being built to some specification for a moderate income housing project.

Ms. Calhoun responded no, it is not.

Ms. McCoy referred to the valet waste and remarked that she has looked at a lot of these systems within different communities and the only thing about leaving the garbage in the hallways is that stuff seeps out, but she has seen some communities where the service is Valet Waste Service where they actually have a box that sits out on the breezeways.

Ms. Calhoun interjected that the bin would be in the hallways. They won't be putting their bags in the hallways.

Ms. McCoy explained that these bins actually stay in the breezeways and the people open them up and put their recyclables or their trash in it. It was not like they keep bringing garbage bags out and leaving it. They actually put it inside those Valet Waste containers. She remarked that this is a system where they are bringing a bin from their house outside and bring it back in.

Ms. Calhoun responded that those again are details that have to be worked out once the final contract is completed. They don't have a final contract yet. Right now the intent is for them to have a bin inside their unit and 3 to 4 times a week they will take their bin out to be emptied. She then remarked that yes, weekends are long and people tend to accumulate trash over the weekends but this is a rental community and weekends are typically when people go to look at where to live so it doesn't benefit them to have trash in the hallways or overflowing in the compactor over the weekend.

Mr. Cutler mentioned that he has not been in a rental in maybe 20-25 years. He asked where they don't do the trash valets what do they typically do and normally does a Waste Management truck go through.

Ms. Calhoun responded that you could do different things. Some buildings have a shoot at the end of the building. Some take their trash down to dumpsters.

Ms. Sori remarked that these bins would be kept in the breezeways.

Ms. Calhoun responded the intent is for the bins to be stored in the units however many days a week. As an example if trash pickup is Friday night at 6 p.m. then on Friday night or whatever time is worked out, the bins go outside with your trash in it and the hauler comes through and picks it up and when its empty you put it back inside your unit.

Ms. Sori commented that people would be keeping their garbage cans in their house.

Ms. Calhoun responded that it would be like you do now. It's the same concept as having a garbage can inside your house.

Ms. Sori commented that there were no hurricane shutters on the windows and how were they meeting code.

Ms. Calhoun responded they were all impact glass windows. She then commented that it was the quality of the project and is in keeping with the overall Monterra community.

Mr. Laufenberg asked if there was a spot being modified to accommodate the can in the kitchen. Where were they keeping the bin and where in the building was the location to accommodate this can?

Mr. Charlan responded that it is typically integrated into the kitchen cabinets.

Mr. Laufenberg then commented that there are a lot of holidays and people buying TV's and are they going to pick up all of these boxes.

Ms. Calhoun responded they are going to have to and it benefits them to make sure that the project always looks its best. There is someone onsite who will monitor these things and will make sure that it always looks its best. She mentioned they have done other projects and they know rentals and how they operate and how to run good projects. They are not new to this.

Mr. Roper commented that he thought the Board has done their job and given the Commission plenty of information about this project. If the Commission will read the minutes they will know everything that the Board is concerned about and then the final decision is up to them. He then referred to the parking and asked if parking would be assigned to the units.

Ms. Calhoun responded for the tandem and garage spaces they will be going with the unit or the building, but if you don't want a garage or tandem space it is open parking.

Mr. Aronson asked if you could choose to get a tandem or garage.

Ms. Calhoun responded yes that was correct.

Mr. Roper commented that one unit can rent a garage and tandem parking.

Ms. Calhoun responded that was correct.

Mr. Roper remarked they would be short 24 parking spaces because there are not 2 spaces per unit.

Ms. Calhoun responded that the garage was one space and the tandem is another.

Mr. Roper commented that would not give you 2 parking spaces unit if one unit was buying the garage and the tandem and they were included in here, 24 and 24.

Ms. Calhoun responded that they would not be technically buying the tandem. They buy the garage unit and they get the tandem space.

Mr. Roper then asked what happens to the 24 people that don't have a parking space.

Ms. Calhoun explained there are plenty of onsite parking spaces.....

Mr. Aronson interjected that he understands the number of parking spaces that they are providing including the garage tandem is the exact number that meets code.

Ms. Calhoun responded that was correct.

Mr. Aronson commented that suppose you don't lease those garage spaces and those 2 spaces aren't used so then in a way you would be short. You would need to guarantee if you are 100% leased that 100% of those garage tandem spaces are leased.

Ms. Calhoun responded that was in the declaration.

Mr. Aronson remarked that when you have 10 units left and you have 10 un-leased garage spaces with tandem, the last 10 units have to take them.

Ms. Calhoun responded that was correct and it is a rental community so you choose to live there or you don't, but you go in knowing what your options are.

Mr. Roper commented that 24 units are taking up 48 of these parking spaces and is the garage considered one parking space and the tandem is considered on parking space.

Ms. Calhoun responded yes, that was correct. So the code is 2 per unit.

Mr. Wood remarked that Mr. Roper's comment was correct and what the applicant said is that they covered that in the declaration to make sure that 100% occupancy

Mr. Aronson interjected that their expectation is that there would be an over demand for garages.

Mr. Roper wanted to know if the guest parking would be on the outside.

Ms. Calhoun pointed out the parking spaces and remarked that all of those parking spaces would be available for anyone, including guests, residents and not counted toward their parking, there is also parking available along Solano Avenue.

Mr. Roper commented that if you have every unit that is rented and you are using 504 parking spaces, he didn't know if many units that didn't have 2 cars and they would use up 2 parking spaces.

Mr. Aronson asked how many units were there.

Ms. Calhoun responded there are 252 units.

Mr. Roper remarked that if you have guests that come in and just park then the people that live there won't have a place to park.

Ms. Calhoun responded that assumes that all units are leased and everyone is home at the exact same time with 2 or 3 cars and everyone has guests.

Mr. Aronson reiterated that it meets the code and they could discuss with Staff about amending the code.

Mr. Laufenberg commented that his concern is the tandem spaces and that realistically usually don't work. They would use another spot and avoid that tandem spot.

Ms. Calhoun remarked that it goes with the unit. If she lived there with her husband and one park in the garage and one park in the tandem space.

Mr. Laufenberg said that he has a 3 car garage and realistically, he remarked that he doesn't park behind the person that is in the garage and was just saying that this potentially would be a problem because it was easier to go across the street. His wife goes to work at 5:00 a.m. and he goes to work at 7:00 a.m. and he would park across the street and it makes is easy for him. Basically, he thought that was what was going to happen. He also thought if it was an option to get rid of the tandem that would be nice.

Ms. McCoy asked what colors and what materials were they using.

Mr. Charlan pointed out a display and explained it is stucco and the colors are a sandbar with a Mediterranean look with very clean lines and they are doing a combination of smooth stucco banding around those forms with extra stucco for contrast. He then pointed out the concrete tile with the color. He mentioned they worked hard on the portions and shapes and forms so that the buildings would be really attractive.

Ms. Sori asked if that would be really bright.

Mr. Charlan commented that the display was made yesterday and they didn't have time to paint it the colors they would be using. He then showed her the colors chips and the blue would give it the definition.

Mr. Aronson remarked that the Board discussed the trash, parking, colors, and the Royal Palm issue, which the City Arborist was saying is that she was not all that pleased with the Royal Palm, but it, would be up to them as to what they wanted to do with it.

Mr. Wood commented that it meets code. The City Arborist expressed her concern that Royal Palms are big and when those fronds drop....

Mr. Laufenberg interjected that being a Monterra resident with all Royal Palms and basically you don't have to trim them which were good, and they just drop the fronds, but are extremely heavy. They drop close to you and would be very frightening if you are underneath them.

Ms. Calhoun commented that the goal is to maintain them properly so that no one is injured.

Mr. Aronson remarked that if whoever makes a motion be sure to cover the paint, the declaration amendment modification for valet trash, and mentioned the parking.

MOTION: TO APPROVE SUBJECT TO DRC COMMENTS, INCLUDING THE CITY ARBORIST COMMENTS AS IT PERTAINS TO LANDSCAPING AND P&Z BOARD COMMENTS AS IT PERTAINS TO THE VALET TRASH - JEFFERSON

APARTMENTS AT MONTERRA – SITE PLAN PETITION # SP 2-1-12 – LOCATED AT MONTERRA PARCEL 2F-2. MOTION MADE BY MR. ROPER AND SECONDED BY MS. MCCOY. On roll call vote there were nine aye votes and one no vote made by Ms. Sori. Motion was approved.

5. OLD BUSINESS:

None.

6. GROWTH MANAGEMENT DIRECTOR’S REPORT:

Mr. Wood thanked the Board for meeting on an off-night to accommodate the Business Advisory Board and the petitioners and appreciated everyone attending. He mentioned there would not be a meeting next Monday, which was the next regularly scheduled meeting, but will most likely be meeting Monday, June 18. He then mentioned the Board would be hearing another Monterra 2g petition and explained the location of that area.

7. BOARD MEMBERS’ CONCERNS:

Mr. Roper thought the Board should look at the sign code. He knows it brings in money for the City, but thought that with the petitioners to have to pay what they are paying to get a sign waiver. It appears that everyone that is coming before the Board is being approved and didn’t think they were being fair to them. He thought the Board should look at the sign code. Sign code as it exists today means absolutely nothing.

Mr. Wood remarked that quite a few sign code consideration’s came before this Board and the Business Advisory Board and those changes that were not recommended for change did not go anywhere further. He cautioned the Board not to want to throw the baby out with the bath water so to speak that because they have issued some sign waivers that means we have a flaw in the code. Most people are comfortable with Cooper City’s sign code.

Mr. Roper responded that he wasn’t saying that we aren’t following code, what he was saying is that in many cases regardless of what is discussed in this meeting, the P&Z Board who may not approve it, will go before the Commission and every sign waiver that has gone before them recently has been approved.

Mr. Konhauzer commented that if the Board does change it then they open up the flood gates and they allow everything.

Mr. Roper interjected that when you establish this precedence you open up the flood gates.

Mr. Konhauzer responded that they made these changes with the caveat that they do it on a one by one basis.

Mr. Chockley mentioned that the fees for the sign waivers are minimal, around the \$450 range.

Ms. McCoy thought that was a lot and not just minimal. She mentioned that she was going to Boynton Beach with a \$150 minor code change and that \$450 was a lot.

Mr. Aronson commented that in his view they were logical. The Bank of America was because their prefab kiosk already has that sign built into it. The other sign, if you look at the wall it goes on, it looks logical. He didn't know how to translate that into code.

Mr. Cutler remarked that as a businessman and resident, he believed that they are there first to protect the community, but the businessman is also a part of the community. He thought that sometimes they forget it's the schools, the residents, and it's the businesses that make up the community. He says that only when they look at signs or colors, etc. As long as it doesn't do detriment to the City and isn't something that is so outlandish, he understand what Mr. Roper is saying, but didn't see Bank of America asking for anything that was so outlandish that people in the City would say how could you do that. He just didn't see that. They are businesses and if they want residents to be happy to live in this community they have to provide businesses and services that they would want. They have to ensure that these businesses and services will survive.

Ms. Sori thought that what Mr. Roper was trying to say is that he doesn't want Cooper City to end up looking like 441.

Mr. Cutler responded that nobody does. Every City says that and knows because he has businesses in every City and nobody wants to be 441. He commented that the last 2 sign waivers and some of the others, he didn't see them as 441.

Mr. Aronson commented that when they get these sign waivers if it's in scale with the project he didn't care if it was slightly larger. Sometimes you put a sign that is smaller than what would be esthetically pleasing to look at and it looks funny.

Mr. Konhauzer remarked that if you drove by that building and stuck to a 12" sign, it would be out of scale and wrong.

Mr. Roper explained that his point is that they are issuing waivers today and letting these people do things they have said to people previously, no you can't do it and that is where he has a problem. It's the same waiver.

Mr. Cutler commented that maybe where they were wrong before, then let's continue to do wrong. They may decide as a City that maybe they were wrong and when things come up they could correct the wrong. He didn't mean that they continue to wrong because they have always done it that way.

Mr. Aronson remarked that he didn't mind revisiting the sign ordinance, but he has done this over the years and referred to the BP station on Stirling Road when they wanted to put up their logo and they made them agree to remove black in their logo.

Mr. Chockley commented that one thing the Board should remember with the sign packages is that there are a lot of centers that choose to be more restrictive than the code and waivers that come in have nothing to do with our code or flaw. They only allow red and a certain font, but by Cooper City code they have any font and they could have the 3 colors.

Mr. Cutler interjected that was a very good point.

Mr. Aronson mentioned that Mr. Konhauzer made a very good point about size and safety. Some centers wouldn't allow the logo and just have generic name. Frankly and if he was going to find a Bank of America or a Dunkin' Donuts, he wouldn't have to be able to read it, he would know that it was there.

Mr. Konhauzer commented that he was doing a sign now for an attorney's office and if you go by their sign and if you are really looking for them, you could have an accident looking through the trees to get to it.

Mr. Aronson remarked that was one of the problems they had years ago with all the trees in the medians of the parking lots of the shopping centers because you couldn't see what was in the shopping center.

Mr. Laufenberg asked if there was anything in the sign code now that was based on a percentage of the area.

Mr. Chockley responded that was for window signs. The signage for the wall was for 1) your frontage dictates the length. You are allowed a max letter height per code and 2) there is an option to get more if you demonstrate your setback distance, which is 1" for every 24 feet.

Mr. Wood interjected that the further setback you are the code already allows for a bigger sign.

Mr. Konhauzer explained that it used to be that everything was flush and business was great centers were leased out so they could keep their consummate sign colors. But now they are looking to fill the centers up and they are looking to give them what they want so they will sign a lease.

Mr. Laufenberg thought that Dunkin' Donuts will help those small businesses in that center.

Mr. Cutler commented that there are many times when they are the first or second tenant into a somewhat dilapidated center that everybody else says that occupancy goes up because of the traffic. He then referred to McDonalds, but those arches alone have such brand recognition that is why national tenants are so concerned about the colors because it is so part of their company. You can see those golden arches 3 miles away and that's why national tenants get so indignant about their colors and signs.

Mr. Cutler then remarked that he would like to know how the schools for Monterra were going to work and if they would go to all Cooper City schools.

Mr. Aronson didn't think they were over crowded anymore.

Ms. Sori remarked that Pioneer will be over crowded....

Mr. Laufenberg said that Cooper City High School was looking at about 250 more kids because they are under enrolled and they bus them in too.

Mr. Aronson commented that he read where all the schools in the State were rated and Cooper City wasn't rated as high as he thought they should be. It wasn't high at all.

Ms. Stern thought it was number 9.

Mr. Cutler thought that Pioneer Middle School was number 2, which was still very high.

Ms. Sori commented that 9 out of all the high schools in the State is not bad.

8. ADJOURNMENT:

The Meeting adjourned at 9:03p.m.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME--FIRST NAME--MIDDLE NAME <i>Cutler Charles L</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Planning and Zoning</i>
MAILING ADDRESS <i>3521 Washington Ln</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY <i>Cooper City FL 33026 Broward</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
MY POSITION IS:	<input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Charles Carter, hereby disclose that on May 16 - 2012, 20 _____:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

owner of Dantin Donuts who asked for sim waiver

6-15-2012

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.