



## Fort Myers Beach Management & Planning Session

**Bay Oaks Recreational Center**

2731 Oak Street  
Fort Myers Beach, FL 33931

Agenda

Thursday, January 11, 2024

11:00 AM

### ORDER OF BUSINESS

#### I. CALL TO ORDER

- A. Request from Council Member King to appear virtually

#### II. PLEDGE OF ALLEGIANCE

#### III. ITEMS FOR DISCUSSION

- A. Development Deviations  
**Development Agreement Options Discussion**
- B. Parking requirement comparison  
**Parking requirements review and discussion**

#### IV. ADJOURNMENT

**NOTE: THIS MEETING IS STREAMED LIVE ON FACEBOOK AND YOUTUBE.**

**IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.**



**For special accommodation, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202**

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

1. **Requested Motion:**

**Meeting Date: January 11, 2024**

Development Agreement Options Discussion

**Why the action is necessary:**

This discussion item will assist staff and the attorney in developing code language, if desired.

**What the action accomplishes:**

This discussion item will assist staff and the attorney in developing code language, if desired.

2. **Agenda:**

ITEMS FOR DISCUSSION

3. **Requirement/Purpose:**

Ordinance, if desired.

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5. **Background:**

Staff and the attorneys have been asked to discuss some options for development agreements. The language before you today was recommended by an LPA member. Draft procedures prepared by the Town attorney have been attached as well.

**Attachments:**

1. Proposed Development Agreements
2. Development Agreement Procedures - 11-22-23 Attorney

**Financial Impact:**

unknown

6. **Alternative Action**

Provide input on provided language.

7. **Staff Recommendations:**

Provide input.

8. **Recommended Approval:**

_____	Date: January 05, 2024
Nancy Stuparich, Town Attorney	
_____	Date: January 05, 2024
Amy Baker, Town Clerk	
_____	Date: January 05, 2024
Andy Hyatt, Town Manager	

## Development Agreements

Pursuant to the Town Attorney's suggestion to amend the our existing Development Agreement process to *"facilitate approvals of developments in the best interest of the Town by the ability to consolidate all related process, which may allow deviations from the strict development under the rules of the code"* This article shall be an alternative method for review for request for quasi-judicial rezoning, variances, special exceptions, and/or any other deviations from the strict regulations under this code..."

I propose that the LPA recommend adoption of an amended Development Agreement process to help small business owners on Fort Myers Beach, and speed up redevelopment of our devastated island.

I propose the following approach:

- Adoption of interim Development Agreement processes that would automatically sunset within one year of adoption unless extended by Council.
- The creation of at least 3 Development Agreement options to address known development approval needs.
  1. The **Small Hotel Development Agreement option** that could grant additional "density/lodging units", height and reduced setbacks without the need for a CPD.
    - Would only apply to small hotels that were in operation pre-lan
    - Would only apply to owner-operated hotels
    - Would only allow up to 20-30 rooms
    - Would require the Applicant to provide a sketch/site plan defining proposed setbacks
    - Would require that maximum stories, no greater than 3 stories above BFE, be identified, as well as maximum height
    - Would require access points to be identified and parking addressed
    - Would require a commitment to adopt a coastal architectural style
    - Would require review by LPA and Council
    - Would require that the Applicant file Development Order and Building Permit applications within 18 months.
  2. The **Site Plan with Deviations Development Agreement Option** that would simplify and streamline the variance process for small business owners:
    - Would require the Applicant to provide a site plan identifying proposed deviations
    - Would allow deviations to development standards including setbacks, heights and other dimensional standards but would not apply to density or FAR
    - Would require review by LPA and Council
    - Would require that the Applicant file Development Order and Building Permit applications within 18months.
  3. The **Preliminary/Conceptual CPD Development Agreement** that would provide an expedited review process for larger developments to obtain a conceptual Yay or Nay for proposed project in a reasonable amount of time. This would help expedite

redevelopment on the island and remove risk and uncertainty for sellers, developers and residents.

- This process would not negate the need for a CPD and full review by staff, LPA and Council
- Would require the Applicant to provide detailed parameters of their proposed project, design and public benefits
- Would require the Applicant to hold one Neighborhood Information Meeting prior to going before the LPA and Council for the Preliminary/Conceptual CPD Development Agreement
- Preliminary/Conceptual Approval would approve the development in concept but the Applicant would be required to work out development details and demonstrate compliance with all established parameters and commitments through the CPD process
- This option could possibly yield a conceptual Yay or Nay within 3-4 months versus the typical 10-12 months for a CPD – as mentioned above, CPD approval would still be needed

## PROCEDURES FOR DEVELOPMENT AGREEMENTS WITH DEVIATIONS

### 1. *Development Agreement with Deviations Application Procedures.*

The following information/exhibits shall be required with the application for a Development Agreement with Deviations (hereinafter "Development Agreement"):

1.1. Legal description and address of the parcel of land which will be the subject of the Development Agreement (hereinafter "Land").

1.2. The name, address and telephone number of the applicant and any attorney or agent who is or will be representing the applicant.

1.3. A title opinion from a Florida attorney (which opinion is in a form acceptable to and in favor of the town), which shall identify and provide the names, addresses and telephone numbers of all legal and equitable owners having interest in the Land, as well as all mortgage or lien holders, holders of easement interests, and other encumbrances, upon the Land. As of the date of recordation of any Development Agreement, the applicant shall be required by the town to update the foregoing information in this subparagraph to the date of recording of the Development Agreement.

1.4. An application signed by, or on behalf of, the owner and any lien holder(s) as to the Land subject to the Development Agreement, and if not signed by the owner a notarized consent signed by the owner authorizing the person to sign the application.

1.5. Payment of any required application fee as set by resolution of the town council.

1.6. A survey of the Land showing the approximate location of all environmentally sensitive lands, or lands subject to the jurisdiction of the U.S. Army Corps of Engineers, Florida Department of Environmental Regulation, the Southwest Florida Water Management District or Lee County, Florida.

1.7. A statement and finding demonstrating that the proposed Development Agreement will be consistent with the comprehensive plan of the town.

1.8. The desired duration of the Development Agreement shall not be less than the expected completion of the development on the Land.

1.9. Development uses and regulations currently legally permitted on the Land, including densities, intensities, heights of structures, and setbacks; and, if different, any of the same that are currently on the Land, or that were on the Land

at any time in the last 24 months.

1.10. Development uses and regulations, including densities, intensities, heights of structures, and setbacks being requested on the Land.

1.11. A description of the public facilities which will provide services to support the development, the approximate date that new public facilities, if needed, will be constructed, and a schedule to assure that the public facilities and services will be available concurrent with the impacts of development.

1.12. A description of any current or proposed reservation or dedication of land for public purposes.

1.13. Any deed restrictions existing or being imposed upon the Land, and a description of any current or proposed reservation or dedication of land for public purposes.

1.14. The application must explicitly identify each instance of conflict with existing ordinances and expressly provide for the Development Agreement to control, or else all of the provisions of such conflicting ordinances shall control to the extent that the Development Agreement fails to expressly provide otherwise. Any ambiguity with respect to whether a Development Agreement or an ordinance is to control shall be interpreted to favor the ordinance. A statement listing all contemplated zoning districts or land use modifications or requests for more flexibility that will be required if the proposed Development Agreement were to be approved.

1.15. A sketch of site plan showing where buildings (with heights), structures, parking, and other features/amenities of the proposed development shall be located. If the Land is located on the water, any view corridors or public access location(s), if any, will be located.

1.16. Any further information that the town may require because of the particular nature or location of the Land.

1.17. A concise and complete recital of the proposed contents of the Development Agreement using the Form of Development Agreement with Deviations attached as Ex. "A".

## *2. Development Agreement Minimum Content Requirements.*

The following information shall be required within a Development Agreement.

2.1. A legal description of the land subject to the agreement and the identification of all persons having legal or equitable ownership therein.

2.2. The duration of the development agreement, which duration shall not be less than the anticipated time period needed to fully build out the development.

2.3. The development uses to be permitted on the land, and setting forth densities, intensities, building height(s), and setbacks.

2.4. A description of the public facilities and services, including on-site improvements that will serve the proposed project, including designation of the entity or agency that shall be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed and a schedule to assure that public facilities and services shall be available concurrent with the impact of the development project.

2.5. A description of any reservation or dedication of land for public purposes. The Development Agreement shall provide specifically how the land dedication obligation for the project, if any, is to be met. In the event that land or any interest herein is to be conveyed to the town or other entity in discharge of the foregoing, the Development Agreement shall provide that such conveyance or dedication will be by warranty deed or easement, or other instrument in form and substance acceptable to the town attorney, together with evidence of title in form acceptable to the town attorney prepared by an attorney who is a member of the Florida Bar, or a title company licensed in Florida, all depicting who is the owner in fee simple of the land subject to the conveyance or dedication, and the holders of any other interest or liens affecting said land.

2.6. A description of all local permits approved or needed to be approved for the development of the Land, specifically to include at least the following:

Any required submission to the Southwest Florida Regional Planning Council and any required permission of the State of Florida, Department of Environmental Regulation, the U.S. Corps of Army Engineers, the Southwest Florida Water Management District, the U.S. Environmental Protection Agency or any other required governmental permission. The Development Agreement shall specifically provide that said development permission will be obtained at the sole cost of the owner of the Land, and that any approvals previously given, including the Development Agreement, shall not in any manner obligate the town or any other governmental agency to grant other permit approvals. Under these conditions, action in reliance on the Development Agreement or expenditures in pursuance of its terms or any rights accruing to the project owner thereunder shall not vest any development rights in the owner of the Land or the project to a continuation of the Development Agreement.

2.7. A specific finding in the Development Agreement that the proposed project permitted or proposed is consistent with the town's Comprehensive Plan or that, if amendments, modifications, variances or exceptions ("deviations") are necessary for the zoning district or land use plan designations on the subject

Land, such Development Agreement specifically lists such deviations in detail.

2.8. Statement in the Development Agreement showing how sidewalk and pedestrian travel is being addressed in a conceptual plan showing the proposed layout of streets, lots, green areas, conservation areas, bike ways, parks, public facilities and such other amenities.

2.9. A statement in the Development Agreement showing how environmentally sensitive land will be preserved and managed.

2.10. A statement in the Development Agreement showing how threatened or endangered species are being protected.

2.11. A statement in the Development Agreement explicitly identifying each instance of conflict with existing ordinances and expressly provide for the Development Agreement to control, or else all of the provisions of such conflicting ordinances shall control to the extent that the Development Agreement fails to expressly provide otherwise. Any ambiguity with respect to whether a Development Agreement or an ordinance is to control shall be interpreted to favor the ordinance. A statement indicating that failure of the Development Agreement to address a particular permit condition, term or restriction shall not relieve the owner or developer of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restriction.

2.12. A provision that any matter or thing required to be performed under existing ordinances of the town shall not be otherwise amended, modified or waived, unless such modification, amendment or waiver is expressly provided for in the Development Agreement with specific reference to the Code provision so waived, modified or amended (“deviations”).

2.13. A statement whereby if the applicant, upon approval of the Development Agreement, fails to comply with the terms of the agreement, the town may bring an action in a court of law with competent jurisdiction to protect its rights and interests. All associated reasonable costs and attorney's fees shall be reimbursed to the town if an action at law is necessary regardless of whether the Town is the prevailing party

2.14 Post-Development Agreement requirements. An acknowledgement that prior to the issuance of any building permits being issued for the development that:

2.14.1 All existing and proposed utilities and the manner in which existing utilities will be extended to the site and/or expanded for the use of the development including water, sewer, gas, electricity, cable television, and other utilities shall have been approved by the Town;

2.14.2 The proposed drainage plan for the proposed project shall have

been approved by the Town;

2.14.3 The proposed grading plan and elevation requirements of the town, including, but not limited to those related to the National Flood Insurance Program as applicable to the town shall have been approved by the town;

2.14.3. The traffic impact and parking plans as applicable to the town shall have been approved by the town; and

2.14.4 All other town requirements are met that are necessary for the initial building permits to build the project on the Land.

2.15. An acknowledgement that the town shall not have any liability whatsoever for any expenses or other damages that may be incurred as a result of denial of the Development Agreement or for denial of building permits due to the failure to meet the town's requirements as to any Post-Development Agreement requirements.

2.16. A description of any special benefit to the Town as a result of the development such as, the promotion of economic development, affordable housing, hurricane recovery, and/or elimination of blight.

2.17. A finding that the proposed Development Agreement is reasonable and not arbitrary and in the best interest of the town.

### *3. Development Agreement with Deviations Review Procedures.*

The following regulations shall be followed during the review of a Development Agreement with Deviations.

3.1. Staff negotiation. The town manager or the town manager's designee (typically the town planner) shall review the proposed project and shall meet and hold preliminary nonbinding negotiations with the applicant regarding the appropriate terms and conditions on which said Land should be developed. At such time as a tentative agreement is reached as to the recommended terms and conditions of the development agreement, or the town manager or town manager's designee deems that no further negotiations would be useful because of the unlikely possibility of reaching a concurrence on the terms and conditions of a Development Agreement, the proposal shall be reduced to a nonbinding and unexecuted writing. Such tentative agreement, whether oral or written, shall not give rise to any development rights or equitably or legally vest any development rights in the owner of the Land or other substantially affected person.

3.2. Reduction of proposal to writing

3.2.1. In the event that the town manager or the town manager's

designee and the applicant have negotiated the terms of a mutually acceptable, nonbinding and tentative Development Agreement, the terms of that Development Agreement shall be reduced to writing in a contractual form for review and for further discussion, consideration and approval or disapproval as provided herein.

3.2.2. In the event that the town manager or town manager's designee and the applicant have been unable to negotiate a mutually satisfactory Development Agreement, within thirty (30) days of said determination by the town manager or the town manager's designee, the applicant may prepare a proposed Development Agreement consistent with all requirements hereof for review by the town's Local Planning Agency ("LPA").

3.3. Public hearings

3.3.1. At such time as the Development Agreement has been reduced to written nonbinding contractual form, or the applicant has prepared a Development Agreement as set forth above in subsection 3.2, the town manager or town manager's designee shall transmit such Development Agreement to the LPA with a written recommendation regarding adoption.

3.3.2. A public hearing shall be held by the LPA concerning said application, and a recommendation shall be made by the LPA as to the Development Agreement to the town council. Thereafter a public hearing shall be held by the town council as to the Development Agreement.

3.3.3. Notice of each of the public hearings shall be noticed on the town's website, and said notice shall be mailed to all property owners within a five hundred (500) foot radius of the boundary of the Land prior to the first public hearing. Said advertisement and notice of each of the two public hearings may be combined in one notice, but must include:

3.3.3.1. Location of the Land subject to the Development Agreement.

3.3.3.2. Proposed development's project land use, building intensities, estimated population and building heights.

3.3.3.3. Location where a copy of the proposed Development Agreement may be reviewed.

3.3.3.4. Date, time and place of the public hearing(s).

3.3.3.5. At the public hearings and in compliance with any and all procedures established by law for the conduct of said hearings, the

LPA and the Town Council shall accept any public comment on the terms of the Development Agreement. Following the town council public hearing, the town clerk shall immediately dispatch, postage prepaid by regular, first class, U.S. mail and in writing, a copy of the determination of the town council to the applicant, or anyone who has requested a copy of the determination of the town council to the applicant, or anyone who has requested a copy of the determination advising them of the town council's decision. The determination shall state that the decision of the town council is final agency action.

#### *4. Development Agreement Execution Procedures and Recording.*

Development Agreements shall be executed as established below:

4.1. All Development Agreements shall be executed on behalf of the applicant by all persons having legal or equitable title in the Land subject to the Development Agreement, including the fee simple owner and any mortgagees or other lien holders or owners of other equitable interests in the Land, unless the town attorney approves the execution of the development agreement without the necessity of such joinder or subordination in that the substantial interests of the town will not be adversely affected thereby.

4.2 Development Agreements shall not be executed on behalf of the town and shall not be recorded unless and until all Post-Development Agreement requirements have been met as set forth in Sec. 2-14 above. The applicant shall bear the expense of recording the Development Agreement, which shall be recorded by the town clerk.

#### *5. Amendment to Development Agreement.*

5.1 An amendment to a Development Agreement shall not occur unless and until there have been hearings thereon before the LPA and before the town council. Noticing of the LPA and town council hearings shall be in the same manner as for the original hearings for Development Agreements.

1. **Requested Motion:**

**Meeting Date: January 11, 2024**

Parking requirements review and discussion

**Why the action is necessary:**

The LPA and Town Council's input will assist staff when the LDC is updated.

**What the action accomplishes:**

The LPA and Town Council's input will inform the LDC is updated.

2. **Agenda:**

ITEMS FOR DISCUSSION

3. **Requirement/Purpose:**

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5. **Background:**

The LPA and Town Council asked staff to evaluate the Town's parking requirements. Staff compared the Town's regulations to the International Traffic Engineer Parking Generation Manual averages

**Attachments:**

1. Parking Staff Memo
2. Exhibit A Parking Requirements Table

**Financial Impact:**

6. **Alternative Action**

7. **Staff Recommendations:**

8. **Recommended Approval:**

\_\_\_\_\_  
Frankie Kropacek, Operations & Compliance Director

Date: January 05, 2024

\_\_\_\_\_  
Nancy Stuparich, Town Attorney

Date: January 05, 2024

\_\_\_\_\_  
Amy Baker, Town Clerk

Date: January 05, 2024

\_\_\_\_\_  
Andy Hyatt, Town Manager

Date: January 05, 2024



**Town of Fort Myers Beach  
COMMUNITY DEVELOPMENT DEPARTMENT**

**To: Town Council and LPA Joint Session**  
**From: Sarah Propst, Community Development**  
**Date: January 11, 2024**  
**Re: Parking Requirements Evaluation**

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**BACKGROUND**

The LPA and Council have directed staff to review the Town’s parking requirements, found in Sec. 34-2020, compared to the data found in the International Traffic Engineers (ITE) Parking Generation Manual, 5<sup>th</sup> Edition. The ITE Parking Generation Manual indicates the number of parked vehicles at study sites (dependent variable), per square footage, rooms occupied, or boat berths, etc. (independent variable) at a site.

Staff’s evaluation of the Town’s code versus the ITE study findings are in the attached table. The Town’s parking requirements often differ in how the independent variable is quantified, even when the parking is based on a similar independent variable, there are minor differences. Because of this, it is not necessarily a one to one comparison. Additionally, not all of the uses found in the Town’s code are found in the ITE manual and vice versa.

The takeaway regarding the comparison is that the Town’s parking requirements do not appear to be very far from the number of parked vehicles found in the parking lots of the uses. There does appear to be a need to update the way the independent variable is measured, square footage versus seats or stacking lanes only versus number of parking spaces. Additionally, the Town should consider including some uses that are not included and excluding some that may not make much sense for the Town.

**RECOMMENDATION**

Staff recommends that the parking requirements be updated to accommodate parking number commensurate with the most recent ITE Parking Generation Manual as part of the Land Development Code update.

**EXHIBIT**

A – Parking Comparison Table

Exhibit A

Comparison of Minimum Parking Standards between the Town of Fort Myers Beach and the Institute of Transportation Engineers (ITE).

\* indicates a category that is not

FMB Category	FMB Requirements	ITE Category	ITE Requirements -- Average rate
<b>Residential</b>		<b>Residential</b>	
<i>Dwelling units with individual driveways</i>	2 spaces/unit	*	
<i>Dwelling units with common parking lots:</i>			
<i>Studio or efficiency</i>	1 space/unit	Multifamily (low-rise)	1.21 spaces/unit
<i>One bedroom</i>	1.25 spaces/unit	Multifamily (mid-rise)	1.31 spaces/unit
<i>Two bedroom</i>	1.25 spaces/unit	Multifamily (high-rise)	0.98 spaces/unit
<i>Three or more bedroom</i>	1.5 spaces/unit	*	
<i>Live/Work units</i>	2 spaces/unit	*	
<i>Timeshare unit</i>	Same as multifamily, +0.5 spaces per "lock-off unit"	*	
<i>Living unit w/o kitchen</i>	1 space/4 residents OR 1 space/4 beds (whichever is greater) +10%	*	
<i>Group quarters</i>	greater)	*	
<b>Commercial</b>		<b>Commercial</b>	
<i>Bars &amp; cocktail lounges</i>	15 spaces/1,000sqft of total floor area. If it has outdoor seating, +1 space/4 outdoor seats OR 1 space/75sqft (whichever is greater)	*	
<i>Bed-and-breakfast inns</i>	1 space/guest room +1 for owner's quarters	*	
<i>Car washes</i>	2 spaces/car wash stall or space, + drive through facilities. Each car wash space/stall = 1 of the 2 required	*	
<i>Drive-through facilities:</i>	Must provide separate vehicle stacking for their use. Number of stacking units required is based on type of business. (see § 34-2020, 2(d))	*	
<i>Banks and financial establishments</i>	Stacking lanes to accommodate 3 cars/window	Drive-in bank	3.72 spaces/1000sqft
<i>Car washes</i>	Stacking to accommodate 1 car per service stall or 3 cars (whichever is greater)	*	
<i>Hotels &amp; motels</i>	1.2 spaces/guest unit up to 450sqft & 1.5 spaces/unit larger than 450sqft	Hotel & All Suites Hotel	1.18 &.91 spaces/occupied room

<b>FMB Category</b>	<b>FMB Requirements</b>	<b>ITE Category</b>	<b>ITE Requirements -- Average rate</b>
<i>Offices</i>	2 spaces/1000sqft	General office building	2.39 spaces/1000sqft
<i>Personal Services</i>	5 spaces/1000sqft		
<i>Restaurants</i>	8 spaces/1000sqft of total floor area + outdoor seating area	High turnover (sit down) & Quality restaurant	9.44 & 10.5 spaces/1000sqft
<i>Accessory restauraunt</i>	No additional parking spaces required if restauraunt is located in same building as principle use & is clearly provided for employees & customers of principle use.	*	
<i>Bars &amp; cocktail lounges (in a restaurant)</i>	8 spaces/1000sqft of total floor area + 5 additional spaces/1000sqft of floor area used for bar or cocktail lounge. Parking for outdoor seating must be included at same rate.	*	
<i>Convenience food and beverage stores</i>	4 spaces/1000sqft. IF >20% total floor area OR 600sqft (whichever is less) is used for prep/sale of food/beverages in a ready-to consume state, restaurant requirements apply. 1 space/4 pumps will be credited against required parking.	Convenience store & Gas Station	5.44 & 8.11 spaces/1000sqft
<i>Other retail or business establishments</i>	3 spaces/1000sqft. Areas for "Dead storage" and not avail	Shopping Center	1.95 spaces/1000sqft
<i>Warehousing (mini-warehouse)</i>	1 space/25 storage units, 3 space minimum	Mini Warehouse	.1 spaces/1000sqft
<i>Wholesale establishments</i>	1 space/company vehicle + 1 space/1000sqft	Wholesale Market	8.7 spaces/1000sqft
<b>Miscellaneous</b>		<b>Miscellaneous</b>	
<i>Public schools</i>	Parking must be provided in compliance with state law	Elementary-Middle schools	.13-0.09 spaces/student
<i>Private or parochial schools &amp; day care centers</i>	1 space/employee + 1 space/40 students	Daycare Center	.24 spaces/student
<i>Boat slips</i>	1 space/2 slips	Marina	.27 spaces/berth
<i>Dry storage</i>	1 space/6 unit stalls	*	
<i>Charter or party fishing boat services</i>	1 space/3 people based on maximum passenger capacity	*	
<i>Cruise ships</i>	1 space/3 people based on maximum passenger and crew	Port and Terminal	1.9 spaces/ 1000 boardings
<i>Water taxis</i>	Dedicated parking spaces are not required at stopping po	Port and Terminal	1.9 spaces/ 1000 boardings
<i>Museums, art galleries, libraries, &amp; others</i>	1 space/500sqft	Library & Museum	2.35 & .76 spaces/1000sqft

<b>FMB Category</b>	<b>FMB Requirements</b>	<b>ITE Category</b>	<b>ITE Requirements -- Average rate</b>
<i>Places or worship &amp; religious facilities</i>	1 space/3 seats	Church	9.44 spaces/1000sqft
<i>Recreation facilities, indoor</i>	1 space/150sqft	Recreational community ce	2.07 spaces/1000sqft
<i>Theaters, auditoriums, meeting halls, etc.</i>	1 space/4 seats + 1 space/employee	Movie Theater	8.5 spaces/1000sqft
<i>Carnivals, fairs, and amusement attractions &amp; devices</i>	5 spaces/each permanent amusement device	Water Slide Park	43.8 spaces/acre