



Fort Myers Beach Local Planning Agency

**Town Hall Council Chambers
2731 Oak Street
Fort Myers Beach, FL 33931**

Minutes**Tuesday, October 22, 2024****9:00 AM**

ORDER OF BUSINESS

FINAL

I. CALL TO ORDER

Members present: Chair Cereceda, LPA Member Boan, LPA Member Dunlap, LPA Member Eckmann, LPA Member McLean, LPA Member Plummer and LPA Member Sudduth (virtually).

II. INVOCATION

Chair Cereceda.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

LPA Member Dunlap moved to election of officers to the next meeting, seconded by LPA Member Eckmann.

The motion carried unanimously.

LPA Member McLean moved to approve the final agenda, seconded by LPA Member Boan.

The motion carried unanimously.

V. NOMINATION OF OFFICERS

A. Election of Officers

Per the LPA policies and Procedures manual: Annually, at the first meeting of the Local Planning Agency, after expired member positions have been filled by the Town Council, a chair and vice chair will be chosen. Each LPA member may nominate a person for each of these positions. A second is not required. A vote is taken in the order that a candidate was nominated. The positions are filled by a majority vote. If a majority is not received on the first ballot, a second ballot is taken for the two candidates receiving the most votes from the first ballot.

Continued to October 29, 2024 Special LPA meeting.

VI. APPROVAL OF MINUTES

- A. Local Planning Agency - September 3, 2024
Motion to approve minutes by LPA Member
McLean, seconded by LPA Member
Eckmann.
The motion passed unanimously.

VII. PUBLIC COMMENT

No public comment.

VIII. PUBLIC HEARINGS

Town Attorney Stuparich explained where the exhibits were located in the agenda packet and read the resolution that created the framework for the development agreement process. She explained the quasi-judicial procedures. Planner Propst confirmed that all agenda items were properly noticed. Town Clerk Baker swore in those providing testimony.

- A. DA20240170, Seagate/Red Coconut Development Agreement
**Recommendation Regarding a Proposed Development Agreement
Requested by Seagate Fort Myers Beach, LLC**

Town Attorney Stuparich read the title of the draft ordinance. Community Development Planner Sarah Propst listed additional addresses to cover all the properties. Town Attorney Stuparich stated that the addresses were included in the ad submitted to the newspaper. Ex parte communications: LPA Member Sudduth had a conversation before the plan was in place; LPA Member McLean spoke to the applicant, received emails and read social media; LPA Member Boan talked to the applicant, received emails and read social media; LPA Member Plummer attended a display meeting; LPA Member Eckmann met with the applicant, reviewed an exhibit in the packet and received numerous emails; LPA Member Dunlap spoke to the applicant, received emails and read social media and Chair Cereceda had many conversations with the applicant, attended the public demonstrations, received emails and read social media.

Tina Ekblad from Sage Entitlements indicated that she only received one email from Town Clerk Baker. LPA Member McLean forwarded the emails to the town clerk. LPA Member Dunlap noted that it appeared several people forwarded the same prepared communication. Town Attorney Stuparich asked LPA members to forward emails to the town clerk in the future.

Ms. Ekblad reviewed her experience in land planning.

LPA Member Dunlap moved to approve Ms. Ekblad as an expert in her field, seconded by LPA Member Eckmann.

The motion carried unanimously.

Matt Price, applicant and CA Development Group, reviewed his experience in land development.

LPA Member Dunlap moved to approve Mr. Price as an expert in his field, seconded by LPA Member McLean.

The motion carried unanimously.

The applicant confirmed receipt of the agenda and background materials.

Mr. Price's slide presentation started with the Introduction, Stakeholder Involvement, Site Plan & Development Summary, Public Benefits Summary, Beach Park Views, View from the Restaurant, Walking Along Estero Blvd. to the West, Walking Along Donora, Requested Deviations, Aerial View Looking Northwest, Entry to the Sunset Restaurant, New Public Park East of Estero Blvd., Height and Design Slides.

Ms. Ekblad continued the presentation by discussing details of the Site Plan & Development Summary and deviations. She reiterated that the plan was conceptual and could be less than what was represented, but not more. She explained why she felt the proposal and development agreement were consistent with the town's comprehensive plan.

Public comment:

Tom Brady, resident, did not support the proposed development and would rather see all the space used up at three stories over flood. He did not see a benefit in adding a park that may not be used. He brought up increasing density and having to live in the shadow radius. He commented that there was already a beach access. He discussed the size of the units and increasing density.

Edward Aristos, resident, encouraged commercial buildings as long as they followed the existing restrictions, as he had done when he built his home. He asked that they stay within the restrictions.

Mike Dagnesse, resident, opposed the project due to the size and commented that the parks would only be used by the guests because there was no parking. He suggested that the single-family residents be built on Donora.

He said he would have to look at a 17-foot condo and live in the shadow. Alex King commented that the average homeowner would not be able to afford to live on the beach and discussed wealthy people moving in over the past five years. He suggested they start building for the new people by offering bigger condos and more restaurants.

Mike Miller, resident and owner of The Whale, liked that they were not building beachfront condos and would like to see golf cart parking. He felt the town needed more restaurants to attract people.

Terry Persaud, business owner, supported the project and felt they needed to look forward. He agreed with the height.

Barbara Hill, resident, liked the concept in general but opposed the 17 stories because it was too much for the middle of the island. She commented that she would be affected by the shadow.

Public comment closed.

Planner Propst stated that the development agreement process did not include criteria for staff to evaluate. Town Attorney Stuparich added that the criteria in the resolution contained the minimum requirements and that had been satisfied.

The proposed development agreement was reviewed page by page. Ms. Ekblad explained the concept of transferring density. Mr. Price indicated that he did not own more property on the beach. If additional property is acquired, eight units would be transferred to the residential units in the back, as stated on page 11. After discussion, the sentence was moved to 4a. LPA Member Plummer brought up concerns regarding vehicular access on Donora. Chair Cereceda was concerned about rentals, especially since Mr. Price said there would not be any. Mr. Price agreed to look at the language. Ms. Ekblad stated that they were committed to 4c, meaning that rentals had to be at least one week over a month-long period. LPA Member Plummer suggested that rentals be a minimum of one month, not one week.

Mr. Price said he would commit to building a 10,000-square-foot restaurant and terrace without the additional uses. LPA Member Plummer noted that the 29,000-square-foot enclosed building did not look the same in one of the earlier presentations. The area was going to be more of a cabana bar and gathering place. Discussion was held regarding whether offering memberships to 25% of the residents was a public benefit. Mr. Price responded that most private country clubs did not allow people to buy in, but he would. He mentioned the possibility of offering a summer membership.

LPA Member Boan indicated that the fire department may require two accesses to the underground parking. Mr. Price agreed to memorialize a separate access to the park. He noted that the town would have jurisdiction over what plants would be installed. LPA Member McLean voiced concerns regarding the uncertainty of the park. Chair Cereceda and other members agreed. Mr. Price was unsure that the roundabout would be there, but if so, it could be a drop-off place for the public. Ms. Ekblad suggested adding picnic tables and bike racks in the area without concrete. Mr. Price offered to add language to provide beach access and present a list of park-like features. Suggestions included bike storage, drop-off for the public, bike racks, picnic tables and a shade structure.

LPA Member Eckmann congratulated Mr. Price on putting so much effort into the project. He did not think there was enough balance between public benefits and height. Mr. Price stated that the town council had to decide on public benefits and height. Chair Cereceda discussed the uncertainty of the project and agreed that the council had to make a decision. LPA Member Dunlap stated that he struggled with the idea that the applicant was following the process as outlined with the ambiguity built in because the town had not set specific guidelines that the applicant had to comply with. He felt the developers would adjust and react to what the town ultimately said they wanted, but the town had to define the parameters. LPA Member Plummer noted that other than the two tall buildings, the LPA did not know the other buildings' height or the units' size.

Ms. Ekblad responded that the stories were in the conceptual plan, but they would happily add text to H. as Town Attorney Stuparich suggested. Mr. Price stated that the average size of the units would range between 2800 and 3200 square feet. Planner Propst provided language regarding height and a discussion about public benefits ensued.

LPA Member McLean felt the Comprehensive Plan was outdated due to the changed circumstances, but he was unsure that the project fit the plan due to restrictions for the public. LPA Member Eckmann responded that Red Coconut was also a restricted private development. LPA Member McLean acknowledged that the comments changed his mind. He added that height did not scare him as much as intensity and density and that he would like to see projects that enhance the island. LPA Member Dunlap stated that there was no personal freedom without economic freedom and the island was in that situation. He noted that Margaritaville got hit four times, and they were opening in two days rather than two months because of capital that can be redeployed when needed. Developers paid the bills and permanently invested in the town, which had long-term financial ramifications. He felt Seagate had been the best at going through the process, and it was time to ask whether the town wanted the project. LPA Member Sudduth still struggled with the balance and extremes of the project but appreciated Mr.

Price pushing it to the edge to understand what the town would allow. Mr.

Price questioned whether the LPA could approve the document to be reviewed with the council but not necessarily approve the agreement. LPA Member Sudduth endorsed the idea because he did not have a formula regarding public benefits versus height. He did not support the project. He added that they were discussing policies, but the LPA did not set policy. LPA Member Boan had a problem with the development agreement and could not support the project due to the lack of balance between public benefits and height. LPA Member Eckmann would vote no for the same reason stated.

LPA Member Boan felt that impact fees could have been negotiated and felt the town was giving something up. Ms. Ekblad replied that an ordinance had to be approved before they could write a check. Planner Propst revealed that they were working on an ordinance. Town Attorney Stuparich offered clarifying language and Mr. Price agreed.

LPA Member Boan suggested adding language to include the 21 units in the 141 units.

Chair Cereceda suggested adding a list of all known governmental permits to number 8.

LPA Member Plummer suggested adding language to q. on page 9 regarding access points on Donora, but Mr. Price noted that he had to meet with his designers first.

Discussion was held regarding Effective Date and Duration on page 13. Town Attorney Stuparich commented that Mr. Price requested 25 years, the town requested 5 years and the compromise was 10. The majority of LPA members did not have an issue with 10 years.

LPA Member Boan expressed concerns regarding the developer terminating the agreement at any time in C. on page 12. He suggested the applicant could ask for an amendment to the agreement. LPA Member Dunlap indicated Seagate could sit on the land and not do anything for 10 years.

Chair Cereceda noted they were only allowed to back out of the agreement prior to a building permit. Mr. Price replied that they intended to start as soon as possible. LPA Boan suggested adding a building permit for any portion of the project.

Town Attorney Stuparich noted that density would be added to 13. B. on page 11.

Chair Cereceda summarized the changes. Paragraph 13 was moved to 4. a. and several vehicular accesses were raised, but no language was changed. The applicant agreed to a minimum of monthly rentals, everything but restaurant was struck from the commercial section, the beach club was questioned as a public benefit to residents, park-like features were added to the beach park and text from Planner Propst would be added to the height section stating it would be as depicted in the site plan. The impact fee section will change to when the town adopts, offsite impacts addressed in the development order, add the 21 units to the total number, add known governmental permits and amendments to 13. Town Attorney Stuparich pointed out duplications in paragraphs 5 and 11 and Town Clerk Baker noted the number 13 was duplicated. Ms. Ekblad stated the two paragraphs were slightly different and could be collapsed.

LPA Member Dunlap moved to recommend approval for the proposed Seagate Development Agreement and forward it to the council for consideration with the proposed amendments made, seconded by LPA Member McLean.

The motion failed 4-2, with Chair Cereceda and LPA Members Boan, Plummer and Sudduth dissenting because they felt the public benefits were insufficient for the height request and the size of the units was unknown.

Chair Cereceda moved to deny the request for the proposed Seagate Development Agreement because the public benefit did not compensate for the request for height, seconded by LPA Member Boan.

The motion carried 4-2, with LPA Members Dunlap and McLean dissenting.

IX. ADMINISTRATIVE AGENDA

No items.

X. LPA MEMBERS ITEMS/REPORTS

LPA Member Dunlap questioned whether the LPA can restrict applicants from applying for LPA deviations, changes, etc., if they have magistrate-ordered outstanding liens or fines before coming to the LPA. Town Attorney Stuparich will research the issue. LPA Member Dunlap distributed a discussion document regarding potential public benefits. Planner Propst stated that she would forward the examples created by staff.
No items from other members.

XI. LPA ATTORNEY ITEMS/REPORTS

No items.

XII. COMMUNITY DEVELOPMENT ITEMS/REPORTS

Planner Propst will forward the public benefit document.

XIII. ITEMS FOR NEXT MONTHS AGENDA

Neptune, Pink Shell and possibly two special exceptions. Chair Cereceda asked whether they could schedule a meeting to discuss public benefits. The meeting will be on October 29, 2024, from 9 a.m. to Noon.

XIV. ADJOURNMENT

LPA Member Boan moved to adjourn, seconded by LPA Member Sudduth.
The motion carried unanimously.

The meeting was adjourned at 2:17 p.m.

Minutes adopted as presented, November 12, 2024; Motion by LPA Member McLean and seconded by LPA Member Eckmann. Passed 7-0.



Amy Baker, Town Clerk