



The nominations were approved.

## **VI. APPROVAL OF MINUTES**

No minutes.

## **VII. PUBLIC COMMENT**

Katherine Cantlon, resident, asked that the LPA not allow tall buildings. She was not swayed by developers who added a restaurant and a park. She noted that Sanibel was sticking to their height restrictions. She encouraged the LPA to stick to their guns and follow the plan.

## **VIII. PUBLIC HEARINGS**

No hearings.

## **IX. ADMINISTRATIVE AGENDA**

### **B. Public Benefits**

#### **Discussion regarding Public Benefits.**

Community Development Principal Planner Judith Frankel will compile their ideas and suggested they schedule a joint meeting with the town council afterward. She noted that it would be helpful if they defined terms such as view corridor and restaurant. Town Attorney Stuparich read a description of special benefits in Resolution 24-73.

LPA Member Dunlap explained how he created his tiered list of public benefits. He noted the applicant's responsibility was to prepare, provide, argue, demonstrate and defend what they wanted and how it benefited the town. LPA Member Sudduth liked the idea of how to quantify a public benefit and the tax benefit. He compared paying a private place to enter versus public access for a fee like the pool at Margaritaville. The view corridor and beach accesses on each side of the property should be fundamental. He did not really care what developers did as long as they were close to the plan.

LPA Member Eckmann commented that public benefit was hard to define and thought the challenge was to find a balance. He indicated that if developers ask for 17 stories, they should offer up the beachfront or part of the beachfront for a public park. The benefit had to be substantial for a substantial request, and it would be difficult, but they would have to find a compromise.

LPA Member Boan saw a difference between a public benefit and an amenity. A public benefit had to be perpetual. He noted that some benefits would be for the public and some for the developer, making it a hybrid, but it would not count as much as a true public benefit. He stated they needed a clear path to analyze the project.

LPA Member McLean thought they could recognize that there were different classes of offers from a developer and some would be in their self-interest while maybe benefiting the public, too. He used a restaurant as an example of a private enterprise that benefits the public. He felt that being open to the public free of charge in perpetuity was a top public benefit and adding beach accesses, including access to the sand behind the property, was critical.

Next would be view corridors and public parks. He felt that access to amenities would be another tier. He agreed with including the economic impact to the island.

Town Attorney Stuparich stated that private property rights were at stake and the rules created referred to a special benefit. She indicated they might want to elaborate and discuss a distinction. She stated that benefits should have a nexus to the development. She noted they cannot engage in contract zoning. LPA Member Dunlap commented that there should be consistency among applicants and the town should amplify what they thought was important and see how developers rise to the occasion voluntarily.

Chair Cereceda questioned why public benefit was used in the LDC (Land Development Code) while special benefit was in the development agreement. Town Attorney Stuparich stated that they could change it. Chair Cereceda felt that the terms conflicted with each other in the essence of what they meant. She felt that public benefits had to be exclusive to the public. She objected to the roundabout because it was not a public park, although the public could have access. She agreed that the guiding principles were essential and noted that Margaritaville had true public in perpetuity dedicated to public improvements. She questioned who would benefit if Mr. Price dedicated the entire beachfront to the public. The property would be taken off the tax roll, and the financial element would be negative; however, the community benefit would be enormous. She wondered how to balance that. LPA Member Dunlap addressed the resolution, which said the town shall balance the public benefits. He did not read it as a noun but as a concept; it was up to the LPA to start a new conversation and make it theirs. He was surprised that there was an official requirement for view corridors with the EIBC (Estero Island Beach Club) application. Community Development Senior Planner Jason Smalley disputed that anything was forced or required and the EIBC chose the design because it worked better for them.

Principal Planner Frankel explained how planning works in Florida and read the language in the code referring to view corridors and height. She added that the staff did not want to be in the business of negotiating with developers. Defining the view corridor was discussed. Senior Planner Smalley explained that if EIBC tiered their building with setbacks on floors three to ten they could have asked for slightly more. They were allowed to build a 60-story building over 70% of the property by right. LPA Member Dunlap thought that a view corridor was where an opportunity existed to have a clear line of sight without mass blocking light and views for the public on the street. LPA Member McLean felt that the view corridor was up to the sky.

LPA Member Sudduth commented that a view corridor might be blocked on the ground but open three stories up, benefiting the property across the street. LPA Member Dunlap stated that both could be true. LPA Member Eckmann brought up developers providing a view corridor beyond the required setback and making a special effort above and beyond what they had to do anyway. LPA Member Boan felt that a view corridor should be an unimpeded view of the beach or the bay and should be more than what was required by code.

Chair Cereceda agreed and defined the view corridor as an open, clear line of sight vertically and horizontally that opens space beyond the required setbacks. LPA Member Sudduth clarified that it could be within the property. The magnitude was significant to LPA Member Dunlap and Chair Cereceda. LPA Member McLean asked whether a three-foot wall detracted from the view corridor. LPA Member Sudduth felt that three feet should be the maximum. Public versus special benefits were discussed. LPA Member Dunlap felt that public was general and special was to whom and in what context. LPA Member Eckmann thought a public benefit was to dedicate access to the beach for everyone to use forever. A special benefit would be opening the beach club to the public as Margaritaville does by providing a discount to residents. Another example was a deeded beach access that benefited a specific group of people.

Tier 2 examples from LPA Member Dunlap's document were discussed. Beach access improvements were deemed a public benefit and an offsite public parking garage could be public and special. LPA Member Sudduth commented that workforce housing, which enabled people to live on the island, was a special benefit. LPA Member Boan added that it was a special benefit to the employee and a public benefit on an altruistic scale because it aided with staffing businesses. Relocating utilities underground is a public benefit, along with improving public infrastructure above and beyond code. Open-space malls are considered a public benefit. LPA Member Dunlap described an island-wide pedestrian-friendly transit system. Chair Cereceda summarized that a parking garage would be redefined and workforce housing would be considered special. The remaining items on the tier 2 list were considered public benefits. Town Attorney Stuparich questioned whether they wanted to add or public benefit rather than eliminate it.

The difference between a benefit and an amenity was discussed. LPA Member Sudduth felt that restaurants fell under special benefits. LPA Member Eckmann questioned whether all amenities fell under special benefits and LPA Member Sudduth responded that it was an amenity for the development if the public did not have access. A special benefit would be access for the public. LPA Member Boan brought up limiting access for 75 people who pay and LPA Member Sudduth felt that it was a very restrictive benefit and would throw it out of the benefit category.

The definition of blight was discussed. Principal Planner Frankel noted that the town had a process if blight referred to dilapidated buildings. LPA Member Eckmann suggested eliminating blight as a special or public benefit because it was part of the development agreement. LPA Member Dunlap discussed an economic benefit to the town after demolishing buildings.

Principal Planner Frankel responded that the developer had already agreed to clean up the property at that point in the development agreement process. LPA Member Dunlap discussed financial motivations and loss carried forward. He addressed the tax implications and benefits if the owner decided to leave the property damaged and unimproved versus scraping the property and making the land taxable without being able to claim losses against the damaged building. The LPA decided to leave that alone.

LPA Member Dunlap suggested putting numbers around what developers consider benefits. For example, the land Margaritaville donated would have a financial value to quantify it. LPA Member Sudduth added that civic organizations were looking for funding to rebuild. Town Attorney Stuparich stated that due to a recent statutory change, land use decisions would be included in a business impact estimate and that requirement might answer some of the questions presented. LPA Member Sudduth questioned whether Seagate purchasing the not-for-profit art association property across the street would be contract zoning. Town Attorney Stuparich did not think the town was involved in that. Chair Cereceda asked whether there was something they could formulate as criteria. Principal Planner Frankel was uncomfortable with defining the type of developers they wanted. The projects should be judged only on their merits. LPA Member Dunlap indicated that the Chamber of Commerce in Orlando was responsible for community outreach to potential businesses. Town Attorney Stuparich thought they could require community outreach meetings. LPA Member Sudduth asked whether Seagate's offering space in his building for a civic organization in perpetuity like the Art Association was a special benefit. LPA members agreed because it was rebuilding the community instead of one project.

Senior Planner Smalley mentioned quantifying parks and asked whether too many parks would decrease the value. Chair Cereceda commented that a passive park did not have a revenue stream and wondered if that negatively impacted the town.

Examples of public benefits provided by LPA Member Boan were discussed and examples of a permanent source of periodic funding for town infrastructure were provided. Principal Planner Frankel noted it had to have a direct nexus if required.

LPA Member Boan stated the development agreement was negotiated before the LPA saw it. LPA Member Dunlap was used to a town manager having a list of items that needed to be in negotiations and then addressing how the negotiations were added. Town Attorney Stuparich indicated that consistency with the comprehensive plan was vital to the development agreements.

Chair Cereceda stated that a public benefit was accessible to or for the benefit of all and unique in its nature or physical location for a perpetual commitment to Fort Myers Beach, as stated in LPA Member Dunlap's document. Town Attorney Stuparich will quantify the discussion and draft a document for their review on November 12, 2024.

#### **X. LPA MEMBERS ITEMS/REPORTS**

No items.

#### **XI. LPA ATTORNEY ITEMS/REPORTS**

No items.

**XII. COMMUNITY DEVELOPMENT ITEMS/REPORTS**

No items.

**XIII. ITEMS FOR NEXT MONTHS AGENDA**

No items.

**XIV. ADJOURNMENT**

LPA Member Dunlap moved to adjourn the meeting, seconded by LPA Member Sudduth.

The motion carried unanimously.

The meeting was adjourned at 11:24 a.m.

Minutes adopted as amended, November 12, 2024; Motion by LPA Member Boan and seconded by LPA Member Dunlap. Passed 6-0.



Amy Baker, Town Clerk