MINUTES REPORT
LOCAL PLANNING AGENCY
JULY 26, 2021

MEMBERS PRESENT:

Ray Blacksmith
Dustin Gardner
James Ink (Chair)
Don Schrotenboer
Henry Zuba

MEMBERS ABSENT:

Alicia Olivo
Stan Stouder (Vice Chair)

STAFF PRESENT:

Brandon Dunn, Planning
Janet Miller, Recording Secretary
Tyler Griffin, Planning
Anthony Rodriguez, Zoning Manager
Mikki Rozdolski, Planning Manager
Amanda Swindle, Asst. County Attorney

OUTSIDE CONSULTANTS:

David Mintz, Captiva Community Panel
Ken Gooderham, Captiva Community Panel

Agenda Item 1 – Call to Order, Review of Affidavit of Publication/Pledge of Allegiance

Ms. Swindle, Assistant County Attorney, certified the affidavit of publication and stated it was legally sufficient as to form and content.

Agenda Item 2 – Public Forum - None

Agenda Item 3 – Approval of Minutes – April 26, 2021

Mr. Schrotenboer made a motion to approve the April 26, 2021 meeting minutes, seconded by Mr. Blacksmith. The motion was called and passed 5-0.

For the audio recordings for today's meeting, type in the following link.

http://www.leegov.com/dcd/committees/committeesearch

Agenda Item 4 – Land Development Code Amendments

A. Captiva Land Development Code Amendments: Revisions to LDC Chapter 33 to address removal of beach furniture, outdoor lighting standards, landscape requirements, signage, and other clarification-related amendments within the Captiva Planning Community.

Ms. Tyler Griffin stated that the proposed amendments to the Captiva section of the Land Development Code (LDC) have been reviewed by other committees and as a result of that several sections have been further amended for clarification purposes including the use of terminology for *"lock-off accommodations," "foredune,"* and *"Florida Friendly Landscaping."* She noted that David Mintz and Ken Gooderham, who are both representatives of the Captiva Community Panel, were in attendance.

Mr. David Mintz, representing the Captiva Community Planning Panel, provided background information and gave an overview of the amendments. He was available for questions.

Mr. Ink referred to the revised LDC amendments which highlighted concerns by other committees in red. He asked how those changes were incorporated. For instance, how did staff address the definition of *"foredune"* in Section 33-1622. – Beach Furniture and Equipment?

Mr. Mintz stated this recommended change was due to a question by the Chair of the Land Development Code Advisory Committee (LDCAC). They asked for the definition of *"foredune."* It was explained to the committee that *"foredune"* was a common term for people who are in this type of profession. A *"foredune"* is part of the system of sand dunes on the side nearest to the gulf/sea, so a *"foredune"* is the dune in front - the first dune. Typically, you have a vegetation line or a set of dunes. Whichever is the nearest to the gulf/sea is the area where you would bring furniture back behind. He did not know whether a separate definition was necessary since it is a common term; however, he was not opposed to adding a definition if the Local Planning Agency (LPA) felt it was necessary.

Mr. Rodriguez stated that once the term *"foredune"* was explained to the LDCAC they seemed to have a clear understanding. Therefore, staff did not elect to codify it with a definition. However, if the LPA feels it is necessary to add the definition for clarification purposes, staff is not opposed to it.

Mr. Ink referred to Section 33-1623. – Outdoor Lighting and asked for more specifics behind the recommendation by the Executive Regulatory Oversight Committee (EROC) regarding *"illuminated," "shine,"* and *"shining"* and how it might be a code enforcement issue.

Mr. Mintz stated that the language in red was not exactly what was raised. What the committee actually raised related only to Section 33-1623. (a)(5). This section initially had language to the effect that lights shining directly onto adjacent property is not permitted at any time. The question raised was how do you define *"light shining directly?"* In other words, how would the people on Captiva understand that verbiage. After the meeting, the Panel examined the existing Lee County Code and the Upper Captiva Code on outdoor lighting and tried to make it clearer for both the community and enforcement purposes. They changed *"light shining directly"* to *"Lights aimed, directed, or focused onto adjacent property, or causing direct light or glare to be projected onto adjacent property are not permitted at any time."* It was written ambiguously before, but it is now much clearer, concise, user-friendly, and enforceable.

Mr. Ink referred to Section 33-1628. – Rezoning and density and asked why we were replacing the word *"units"* with *"accommodations."*

Mr. Rodriguez stated that *"accommodations"* is a term defined in LDC, Section 34-2, so it is being changed in this text for clarification purposes.

Mr. Ink referred to Section 33-1630. – Tree and landscaping requirements and noted that staff addressed the *"Florida Friendly Landscaping"* issue by referencing the Florida Statute which directs people to where that term is defined.

Mr. Blacksmith stated he was also confused by the term *"foredune"* and had to look it up. He was fine with not having to define it further if the rest of the LPA was satisfied with it. If what makes it a *"foredune"* is the location of it, then it could be clarified, but again, he was not opposed to keeping it as is as long as everyone else is in agreement. He referred to Section 33-1623. – Outdoor Lighting, specifically (a)(2) where it states, *"Spotlights on landscaping and foliage shall be hooded or shielded, shall not shine above the highest foliage to be lit, and shall not spill onto adjacent property."* He did not understand how you could hood it, but still have it shine up. He noted that in working in the DRGR, staff was very

particular on how to control lighting so it would not spill in the conservation areas. Up-lighting was not allowed. He asked how someone could shine upwards, but not have it go above the foliage. He asked how this would not harm or hinder birds or bats that were flying over.

Mr. Mintz acknowledged that what Mr. Blacksmith was saying made perfect sense, but explained that this had been a fully democratic process in Captiva, which included input from South Seas, other resources, and individual property owners who thought it was important to somehow shine lights on some of the palm trees that had beautiful foliage on top. They did not feel this was something they should not be allowed to do. After the discussions, debates, and disagreements, the view that finally resulted was that the light on the ground will be hooded. If you have a tree that is 25 feet high, 15 feet high, or 10 feet high, the light cannot go beyond the height of the tree (i.e. 25 feet, 15 feet, or 10 feet, whichever the case may be). In the past, people could have the light shine far above their foliage, but now they will be limited. This was the compromise that the community felt best suited Captiva.

Mr. Blacksmith stated he was personally in favor of the spotlights and would have preferred that they were permitted in the DRGR area, but staff was opposed to it.

Mr. Zuba referred to Section 33-1628. – Rezoning and density (3). He had no issue with the first sentence that reads, *"Lock-off accommodations will be counted as a full dwelling unit when computing the allowable density."* He understood that this change was in an effort to be consistent with what is already in the Comprehensive Plan, but he had issues with the second sentence that reads, *"To be counted as a dwelling unit, lock-off accommodations may contain at least one bedroom with a bathroom and be accessible from a separate door, entering from outside the dwelling unit."* He felt this sentence was confusing because it sounds as if the *"accommodation"* could be a garage that can be rented under the code.

Mr. Mintz stated that this language has been in the Code for approximately 10 years. The only change was replacing the word *"units"* with *"accommodations."* Other than that, this language was not discussed with the community or staff. He agreed that this language makes it seem as if someone could have a shed as a dwelling unit.

Mr. Zuba felt this was particularly significant considering the current pressures to rent anything with a roof.

Mr. Mintz stated that he had mentioned it to staff and was informed that someone could have a studio, but he was not sure how staff would prohibit a shed or garage from being a unit, so he deferred this issue to staff.

Mr. Rodriguez stated that a detached accessory building, such as a shed or detached garage that was converted to a dwelling unit, would be considered an accessory dwelling unit as defined in our current code. He noted that a dwelling unit is subject to density. He explained that the lock-off accommodation is meant to prohibit the conversion of space within a principal building to a separate living unit, which by our code is not subject to density. It is defined as an accessory apartment. In Captiva as well as Boca Grande, staff treats anything that can be occupied separately as a dwelling unit. Mr. Rodriguez stated that the second sentence is actually encompassed in the definition of *"lock-off accommodations"* in Section 34-2; therefore, he felt the second sentence could be omitted.

Mr. Zuba referred to that same section and asked why staff would not use the word *"shall"* instead of *"may."* To him, it did not matter if it is a separate structure. It is defined that the accommodation will include a bedroom and bathroom whether it is a combined unit, studio, or something else. The point is it will be a complete living facility.

Mr. Rodriguez felt the simplest solution would be to strike the second sentence and to rely on the definition.

Mr. Mintz described a situation that came up when South Seas originally built 102 units, which is why this language was put in place, but it is no longer relevant. He did not believe that anyone in the Captiva community would object to eliminating the second sentence.

Mr. Zuba referred to Section 33-1645. – Signs not requiring a permit and stated that on Fort Myers Beach they spent much time trying to decrease the size of signs so he was curious as to why Captiva wanted to increase the size from 2.0 square feet to 6.0 square feet.

Mr. Mintz stated that this section only deals with residential identification signs. Originally, they were smaller such as 2.0 square feet, but sign companies are no longer producing that size sign. As a result, there are constant code enforcement violations. An average decent sized residential identification sign is 2 x 3 which is 6.0 square feet. These signs will be limited to 6.0 square feet for all residential properties.

Mr. Gooderham, Administrator to the Captiva Planning Panel, stated the public safety offices on the island also raised the small signs as a concern. They want bigger house numbers. 1 x 2 does not give enough room to work with. Given the vegetation in Captiva, it is challenging to find driveways. Larger signs will make it easier to locate properties.

Mr. Ink opened this item for public comment. No members of the public wished to comment, so the public portion segment was closed.

Mr. Zuba made a motion to find the Captiva Land Development Code amendments consistent with the Lee Plan, with the condition that the second sentence in Section 33-1628. – Rezoning and density, subparagraph (3) be removed, seconded by Mr. Blacksmith. The motion was called and passed 5-0.

Agenda Item 5 – Other Business - None

Agenda Item 6 – Adjournment

The next Local Planning Agency meeting is scheduled for Monday, August 23, 2021, at 9:00 a.m.

The meeting adjourned at 9:30 a.m.