VOLUME 9
THE OFFICE OF THE LEE COUNTY
HEARING EXAMINER

CASE NO.: DCI2023-00051

IN RE: SOUTH SEAS ISLAND RESORT
MIXED USE PLANNED DEVELOPMENT
_____/

VOLUME 9

PROCEEDINGS:	PUBLIC HEARING
BEFORE:	Donna Marie Collins Chief Hearing Examiner
DATE:	April 18, 2025
TIME:	9:00 a.m. to 3:15 p.m.
LOCATION:	Lee County Hearing Examiner's Hearing Room, Second Floor 1500 Monroe Street Fort Myers, FL 33901
REPORTER:	Deborah M. Bruns Florida Professional Reporter

FORT MYERS COURT REPORTING
2271 McGregor Boulevard, Suite 220
Fort Myers, Florida 33901
(239) 334-1411

VOLUME 9

APPEARANCES:

For the Applicant: Neale Montgomery, Esquire
The Pavese Law Firm
P.O. Box 1507
Fort Myers, FL 33902-1507
Email: nealemontgomery@paveselaw.com

Alexis V. Crespo, AICP, LEED AP
RVi Planning
1501 Broadway Street
Fort Myers, FL 33901
Email: acrespo@rviplanning

For the Staff: Adam Mendez, Principal Planner
Department of Community Development
Zoning Division
P.O. Box 398
Fort Myers, FL 33902-0398
Email: AMendez@leegov.com

ALSO PRESENT:

Greg Spencer, WS SSIR Holdings, LLC
Anthony Solomon, WS SSIR Holdings, LLC
David Henson, WS SSIR Holdings, LLC
Bob Walter, South Seas Resort
Carl Barraco, Barraco & Associates
Stephen Shawles, Haley Ward
Hans Wilson, HWA
David J. Brown, RESPEC
Mark McLean, MHK Architecture
Cathy Olson, Pennoni

Elizabeth Workman, Lee County Principal Planner
Nicholas DeFilippo, Lee County Senior Planner
Robert Price, FDOT Director
Joseph Adams, Lee County Attorney's Office
Michael Jacob, Lee County Attorney's Office

VOLUME 9

I N D E X

REBUTTAL WITNESSES:	PAGE:
Neale Montgomery	5
Alexis Crespo	8
Cathy Olson	14
Alexis Crespo	14
Cathy Olson	18
Alexis Crespo	19
Greg Spencer	25
Alexis Crespo	30
Michael Jacob	58
Carl Barraco	63
Alexis Crespo	63
Greg Spencer	67
Alexis Crespo	68
Greg Spencer	71
Alexis Crespo	75
Greg Spencer	78
Elizabeth Workman	80
Alexis Crespo	84
Carl Barraco	89
Alexis Crespo	90
Hans Wilson	95
Mark McLean	98
Alexis Crespo	110
Greg Spencer	123
Adam Mendez	l61
Nicholas DeFilippo	181
Rob Price	190
Adam Mendez	203
Certificate of Reporter	213

VOLUME 9

E X H I B I T S

Applicant Exhibit	Description	Submitted
30	Minutes of 6/20/23 BofCC meeting	5
31	Email to Leo Farrenkopt from Mr. Jacob	5
32	Revised Rebuttal PowerPoint	10
33	Revised conditions	10
*32A	Dock Plan 1	97
*33A	Dock Plan 2	98
34	Greg Spencer's PowerPoint	123

Staff Exhibit	Description	Submitted
6	Staff rebuttal PowerPoint	162
7	Natural Resources' memo	162
8	Environmental Sciences' memo	162

*Duplicative exhibit numbers assigned. Reporter marked the second set of exhibits as 32A and 33A to distinguish them.

VOLUME 9

P R O C E E D I N G S

(Applicant Exhibits 30 and 31 pre-submitted.)

HEARING EXAMINER COLLINS: South Seas Mixed Use Planned Development, day nine. We are in the middle of Applicant's --

MS. MONTGOMERY: Is this the longest ever?

HEARING EXAMINER COLLINS: I don't know. I don't know. Mining cases go a long time so we'll have to check that.

MS. MONTGOMERY: I mean, that's a dubious honor, I recognize, but...

HEARING EXAMINER COLLINS: Yes.

We are in Applicant's rebuttal presentations. They commenced it on April 8th. My understanding is it will conclude today, followed by Staff's presentation, and possibly the end of the case if there's enough time to go through all the conditions and deviations.

MS. MONTGOMERY: Did you want to re-swear us, or are we good?

HEARING EXAMINER COLLINS: Yes, I am going to re-swear. Everyone who is testifying today, please raise your right hand. Do you swear or affirm the testimony and evidence that you place into the record will be the truth?

(Participants respond en masse.)

VOLUME 9

HEARING EXAMINER COLLINS: Okay, thank you.

We will continue -- Bob Walter was the last witness.

MS. MONTGOMERY: And we are going to have Alexis speak today; but before that, I put some documents on your desk. One is minutes from the Board of County Commissioners meeting -- I had it turned to the page where the good stuff is. It's June 20th, 2023, and it is a discussion of the ordinance, and it's relevant because, if you turn to page 3, Mr. Jacob is quoted, and he's going through the ordinance. And Mr. Pendergrass asks Mr. Jacob what happens if the ordinance is not passed and the height restrictions go unchanged. Mr. Jacob stated that those who are required to rebuild, as in this case, following Hurricane Ian, or were affected by the 50-percent rule, would be required to raise the level of their home to meet current regulations, but would not be allowed to raise the height of their homes or businesses which would result in a squishing of the property.

The discussion goes on, and then there was a question in regard to South Seas and the change in the ordinance for South Seas, and Mr. Jacob explained what was the catch-22, that unless they changed the ordinance, South Seas would not be able to rezone their

property so that they could meet the current FEMA elevations, and all the elevations we've talked about, and avoid the squishing; so that the changes had to happen so this property could be treated essentially like everybody else, and the reason we couldn't be treated like everybody else is because of the administrative amendment.

And I know that Mr. Grosso's questions wanted to know who told us that they have to do this, and the answer is Michael Jacob told us in the Board hearing and in other instances. But I wanted to be able to substantiate the fact that that information was made abundantly clear.

The other thing I gave you is an email from Mr. Jacob to Leo -- and I can't say his last name, but he testified here. Leo from Land's End asked all these questions about the height and about the build-back.

One thing I would note that's not relevant at this juncture, the County had a build-back ordinance in the Code of Ordinances. That has been eliminated so that no longer exists.

And so Mr. Jacob explained to Leo the fact that if you have to rebuild your structure, and you want to retain the number of floors you have right now in Land's End, you need to rezone. And he even

recommended to them that if you want to get this fixed, you should work with the Applicant and get them to include you.

So I know a lot of folks said they didn't understand why we're here, and that we don't need to do this, and I think these documents clearly indicate that the County Attorney's Office has said if you don't want to lose the rights you have now to the same size structures, you need to rezone. So we do need to do this, and we've been told officially, as has a representative of one of the HOAs. Thank you.

HEARING EXAMINER COLLINS: Thank you. The minutes was Applicant's Exhibit 30, and the email was Applicant Exhibit 31.

MS. CRESPO: Good morning. So we are structuring our closing rebuttal and presentation, as such. We would like to start by walking through conditions that Staff and the Applicant have been working on over the course of the hearing. Some of them are -- I believe we are in 100 percent agreement. We will walk you through those. If I were to bet, we will -- would request to leave the record open after today to make refinements to some of these conditions, but I think they're substantially there. We can walk you through those, as we will rely on some of those conditions for

VOLUME

our closing rebuttal presentation.

The remaining speakers: Hans will be very brief -- Hans Wilson will be very brief, addressing slips. Mark McLean with MHK will be showing you proposed elevations of our proposed structures, hotel and multi-family, in comparison to the existing conditions within South Seas Island Resort for those structures not within the MPD boundary. I think you were clear in wanting to know how our proposed buildings will interface with the existing conditions. We also do a comparison of, if those structures are -- are rebuilt, in the event of future natural disasters, if the structures are rebuilt with just their existing conditions, their current floor heights, et cetera, to the current FEMA standard, which they would have to abide by. So we've done two different versions of it so you can have a full picture of how our buildings compare.

And then I'll just briefly kind of close it out with Comp Plan compliance and LDC consistency. And then Greg Spencer would like to just also address you briefly.

And then to the extent we feel that -- or you feel that we haven't addressed all the questions in your memo, we can -- we certainly prepared responses and can

walk through those, as well.

So we do think we can get through that hopefully by lunchtime and then have your Staff do their rebuttal.

So I'm going to hand you the working draft conditions, as well as the slides here.

(Applicant Exhibit 32 submitted).

HEARING EXAMINER COLLINS: So this is the new PowerPoint.

MS. CRESPO: The new PowerPoint.

HEARING EXAMINER COLLINS: That's going to be Applicant Exhibit 32.

(Applicant Exhibits 32 and 33 submitted.)

MS. CRESPO: And this replaces the back end of the presentation in your binder, and I can reconcile that if you would like --

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: -- during a break and just take out the sheets that --

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: We abridged it greatly so -- that's a positive aspect of it.

HEARING EXAMINER COLLINS: And then the second exhibit is the revised conditions that you worked on with Staff?

MS. CRESPO: Correct.

HEARING EXAMINER COLLINS: That's exhibit -- Applicant Exhibit 33.

Okay.

MS. CRESPO: So I won't belabor conditions that did not significantly change since you saw the Staff Report prior to the start of the hearings in February.

So Condition 1, we simply revised the date of the master concept plan, referencing that date of March 20th, as we have revised the plan to address the renumbering of deviations. As we walk through this document, you'll see we've eliminated some deviations; and so we elected to renumber them, which required all the symbology on the MCP to be updated. That is really the only substantive --

HEARING EXAMINER COLLINS: So the master concept plan now is keyed to this new set?

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: Okay, excellent.

MS. CRESPO: Development parameters have not changed, nor has the compliance with the Lee Plan and LDC.

In terms of the schedule of uses and property development regulations starting on page 1 and carrying through page 5, the only change there is just revisions

to referenced conditions; namely, new Condition 20 related to the golf course. So we haven't made any other substantive modifications other than that condition. And that's reflected -- we'll get you a highlighted copy of this, but that's on page 3 on the golf course tract.

There's also reference to modifications to Condition 8, which is accessory uses, so -- on page 3, as well.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: Now I'm going to flip to page 5. Now we're getting into building setbacks. There have been no changes to the building setbacks proposed in that condition, as well as street setbacks.

We have made changes to open space and indigenous preservation, which is Condition 4. So we always had Condition A, but we added -- at the very top of page 6 of 22, you had asked in your memorandum to address what uses would be permitted in the preserve, and protections against trimming and modifications as those preserves are largely mangrove, if not entirely mangrove. So we've proffered the condition, Staff is in agreement with it.

It states, uses in preserve areas are limited to an elevated boardwalk for passive recreation use and

required maintenance activities authorized by local, state, and federal permits. Any mangrove trimming required to construct the boardwalk must be approved by state and federal agencies. It's pretty standard language.

C is also a change, an addition that Staff proffered and we are in agreement with, to provide an indigenous management plan in accordance with your Land Development Code. Typically that comes in with the development order plans authorizing construction. What Staff has done here is ask that we preemptively, potentially, file a limited review development order to just get this indigenous management plan in to the County within 180 days of zoning approval. Whether that's attached to a full DO or whether we're just submitting that as a limited review DO, it needs to be provided within 180 days, providing all the typical information of an indigenous management plan per the Code.

And I think that's just -- they can speak to this, but I imagine there's work being done with -- with the current entitlements and allowances and development orders, and they just want reconciliation of what's out there and a plan moving forward so they can appropriately analyze future development orders.

VOLUME 9

HEARING EXAMINER COLLINS: So the area that was heavily impacted by the storms, the aerials I saw, a lot of dead vegetation and everything. So they're going in there, and they're removing that and replanting? What exactly is happening there?

MS. CRESPO: I will ask Cathy Olson to --

THE WITNESS: Okay.

MS. CRESPO: -- come and address that.

MS. OLSON: Good morning. Cathy Olson, for the record.

Actually, no, we can't remove the dead mangrove. The State is not allowing -- DEP is not allowing that right now. So the -- it will be through natural recruitment.

HEARING EXAMINER COLLINS: So is there any planting going on in there even, or they just have to wait for it to repropagate on its own?

MS. OLSON: Correct.

HEARING EXAMINER COLLINS: Thank you.

MS. CRESPO: This also includes details for boardwalks and informational kiosks within the preserve. We've done some different --

HEARING EXAMINER COLLINS: And that will be folded into the management plan?

MS. CRESPO: Yes.

VOLUME 9

HEARING EXAMINER COLLINS: And that will probably be an LDO, you're saying?

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: Okay. And that's Condition 4.

MS. CRESPO: 4C, yes.

All right. Moving on to Condition 5, I'm going to advance to some slightly alternative wording that's at the very end of my slides that I'm going to take you through. We kind of did some on the fly here. You're getting a sneak peak of all our rebuttal.

Okay. All right. So Condition 5A, the changes from what is in your document is shown in green. So A -- we -- we had proposed to kind of combine the concepts of turtle lighting protections and migratory bird protections into one unified condition. In this latest iteration that Staff worked on, they were more comfortable keeping these as separate topics, separate conditions, as was originally proffered to you in the original Staff Report. So we've just worked out a little further specificity and flexibility on this migratory bird Condition A, I think a pretty simple and straightforward addition that -- it's actually the architectural plans that are submitted with the DO that would be reviewed by Environmental Staff for

utilization of window treatment to reduce or break up window panel reflection to decrease potential bird strikes.

HEARING EXAMINER COLLINS: And these measures will be identified on architectural plans?

MS. CRESPO: Correct, because they involve the building design.

And so the only -- and we're in agreement on the acceptable forms of window treatment relating to migratory birds, that they can involve non-reflective tinting, the decals, exterior sunshades. We also wanted to add covered balconies, as the bulk of the glass on -- that would be subject to this condition would be the lanai doors going out to a patio area off the building, and there will be no uncovered patio or lanai areas, of course, to maximize use, and what the market demands is covered outdoor area. So those -- the glass would be recessed and then covered by the balcony ceiling for the entirety of the building. So where that design is in place, that would address the migratory bird issue. And your Staff can address this, as well, but we believe they're in agreement with these fairly minor additions. And this would be for all windows and doors facing the Gulf and the Sound.

So you don't have this language in yours, but you

will.

HEARING EXAMINER COLLINS: I actually have that wording.

MS. CRESPO: You do?

HEARING EXAMINER COLLINS: Yes.

MS. CRESPO: Okay. What am I looking at?

Now I'm -- now I'm concerned I'm looking at a different document than you -- than you are.

HEARING EXAMINER COLLINS: It does need to be revised, though, because it's -- repeats the title twice, but that's all right. You'll submit --

MS. CRESPO: Okay.

HEARING EXAMINER COLLINS: -- that in the post-hearing submittal. I'm sure you'll do a last triple check of everything.

MS. CRESPO: Okay. Yes, we will.

Next is the sea turtle lighting district or zone.

HEARING EXAMINER COLLINS: No, wait, Florida bonneted bat.

MS. CRESPO: Oh, we're -- those have not changed at all. The bald eagle, bonneted bat, and red-cockaded woodpecker. So those -- those are the same conditions as you've had since --

HEARING EXAMINER COLLINS: My question on D is, before you obtain the vegetation removal permit, you're

going to submit updated inspection reports for cavity trees, since your protection of bonneted bat -- well, the inspection reports are only going to show where there's evidence of presence. Where does the protection come in? Is there going to be a management plan that will arise out of this if the inspection reports indicate there's activity? I feel like this is incomplete as drafted.

MS. CRESPO: Well, we'll have Cathy, I guess, discuss the value of that condition, and then -- I know the bonneted bat is very unique in terms of how it's treated.

MS. OLSON: We can certainly provide management plans for all listed species.

MS. MONTGOMERY: Well, wait a minute, if we have them.

MS. OLSON: If we have them, yes.

HEARING EXAMINER COLLINS: I feel like that needle needs to be threaded all the way on that condition, because if you read it, it's just basically you're submitting the reports; but if the reports show presence, then what's your responsibility?

MS. OLSON: Yes, then we will provide --

HEARING EXAMINER COLLINS: The report --

MS. OLSON: -- management plans.

HEARING EXAMINER COLLINS: -- doesn't ensure protection of the bat. It's the management plan that ensures the --

MS. OLSON: Correct.

HEARING EXAMINER COLLINS: -- protection.

MS. OLSON: We will supply reports if those -- for all species that are found or likely to be there.

MS. MONTGOMERY: Before you leave though, just for the record, there aren't any nearby colonies of red-cockaded woodpeckers, are there?

MS. OLSON: No.

MS. MONTGOMERY: And bonneted bats haven't generally shown up in this area, have they?

MS. OLSON: Correct.

MS. MONTGOMERY: So --

HEARING EXAMINER COLLINS: Right, but the condition has to make sense.

MS. MONTGOMERY: I understand.

HEARING EXAMINER COLLINS: Okay.

MS. MONTGOMERY: I just want --

HEARING EXAMINER COLLINS: That's all. Let's move on.

MS. MONTGOMERY: Okay, thank you.

MS. CRESPO: All right. So E is the sea turtle lighting. I believe this reverts back to Staff's

initial language requiring all buildings within the sea turtle lighting district to comply with the window and lighting treatments of the LDC, and then going above and beyond that, for even those buildings outside the turtle lighting district, they will be compliant with the LDC for exterior lighting only. So that is clearly an enhancement over --

HEARING EXAMINER COLLINS: So the only --

MS. CRESPO: -- what would --

HEARING EXAMINER COLLINS: -- thing going on --

MS. CRESPO: -- normally be required.

HEARING EXAMINER COLLINS: -- with sea turtles is compliance with the LDC.

MS. CRESPO: We are going a step beyond what the LDC would require, to take all the buildings within MPD, even if they're not in the turtle lighting zone or district, and applying the turtle lighting requirements to those buildings that would not have to comply for exterior lighting purposes so --

HEARING EXAMINER COLLINS: So would it be accurate to say that all buildings within the MPD must comply with the --

MS. CRESPO: Exterior lighting requirements.

HEARING EXAMINER COLLINS: Regardless of location in the district?

VOLUME 9

MS. CRESPO: That could be another way of rephrasing it.

HEARING EXAMINER COLLINS: All right. And the reason why I ask that is because that first sentence doesn't need to be in the -- because that is the Code, it doesn't have to be a condition. It's only the second one that becomes relevant, and then I thought, well, how do we say that in a way that conveys that the entire MPD is going to comply with the regs regardless of the location of the building.

MS. CRESPO: Yes. As I was saying that, I recall many HEX recommendations that come back where you've artfully reduced the number of words in these conditions for clarity. So, yes, we will take a run at doing that before we submit --

HEARING EXAMINER COLLINS: And, you know, I don't like to, say, include conditions that require compliance with the Code because I like to think that happens anyway. I trust that that happens anyway, and that's why I usually take those out.

MS. CRESPO: Okay. F is protected species management plan. This is similar to the indigenous management plan condition we talked about under 4, where Staff is wanting us to go ahead and submit this management plan for the species within 180 days of

zoning approval, and the requirements of that plan would align with your Land Development Code.

HEARING EXAMINER COLLINS: And that would include the four species called out -- five species called out in the earlier section?

MS. CRESPO: Yes. I would ask Cathy to clarify related to the "if present" clause we talked about.

Would we provide the preserve -- management plan for bonneted bat if not present?

MS. OLSON: (Shakes head.)

MS. CRESPO: We would not. So...

HEARING EXAMINER COLLINS: All right. So maybe the way you word that is to say -- well, that would only apply to D, right, because everything else you have to do something? You already have --

MS. CRESPO: We know they -- we know they're there, yes.

HEARING EXAMINER COLLINS: Yeah, okay.

MS. CRESPO: And then this -- I'll just direct you to the top of page 7, a human/wildlife coexistence plan addressing, at minimum, wildlife crossings, educational signage, educational brochures, to include window treatments, geofencing for golf carts, and removal of beach furniture at dusk. So that -- that does go certainly above and beyond the standard LDC language

due to the context of the property, and you had specifically asked about those things.

HEARING EXAMINER COLLINS: Right, okay.

MS. CRESPO: Redfish Pass, we've added more specificity into the condition, just to clarify. You had asked what's going to be planted within and what is the width so -- and this specification was constructed/installed pursuant to DEP permits post Ian. It has been since severely damaged by other storms, so when you visit the site -- when you visit the site, you won't see it installed exactly that way. But these are planting plans demonstrating the width and -- there it is. That's a view of it.

You're picking up, in addition to the shrubs and native grasses installed in the revetment, you're picking up also the enhanced golf course plantings and grasses on the -- on the golf course that are also in this area that -- and I think Staff looked at those things together, in conjunction, since this waterway is not only abutting --

HEARING EXAMINER COLLINS: Is this --

MS. CRESPO: -- the revetment --

HEARING EXAMINER COLLINS: -- are the stones in place right now?

MR. SOLOMON: Yes.

VOLUME 9

MR. SPENCER: I would say 60 percent of them are. We just were in for final permit on the repair-back all the way out to the jetty. So we've done it along Pine Island Sound, and I would say most of the stones, about 60 percent, exist. It's where they all washed out right at the mouth of the Redfish Pass. That's where we're -- we're in right now for a -- a modified DO approval to put those back.

HEARING EXAMINER COLLINS: While we're talking about this Redfish Pass buffer, if I'm to look at this illustration, am I assuming this two feet is seaward of this crushed shell jogging path?

MR. SPENCER: Correct, yeah.

HEARING EXAMINER COLLINS: That's the area?

MR. SPENCER: Yeah.

HEARING EXAMINER COLLINS: And in that area, there will be native grass and sea oats?

MR. SPENCER: Yeah. And that -- that picture actually represents -- that was maybe six months, not even, after it was repaired after Ian. So that picture was post Ian, pre Helene and Milton. And so --

HEARING EXAMINER COLLINS: And there was damage as a result of those storms?

MR. SPENCER: Yes, extensive. Now, the -- we had hardened the entire coastline. So we did sheet piles

all the way from the jetty around Land's End. That was -- that maintained and -- most of the rock maintained, but we had 3- to 5-foot -- 3- to 5-ton boulders that rolled across the golf course. So we're going back with 10-ton boulders, and we're raising that seawall. That's at about 5 and a half to 6 feet. We're raising it to an average of 12 and a half feet to try to protect the -- the overwashing again.

HEARING EXAMINER COLLINS: And where is that going to go? Can you bring up the master concept plan and show me where all that's going to go, the --

MR. SPENCER: Is it --

HEARING EXAMINER COLLINS: -- revetment?

MR. SPENCER: -- okay if I walk up there just to --

MS. CRESPO: Sure.

HEARING EXAMINER COLLINS: What do you call that? Is that a revetment?

MS. MONTGOMERY: Revetment.

MR. SPENCER: It's a revetment, yeah.

So right now we've currently -- from the marina, we've already hardened this entire area. That was waiting on an Army Corps permit from Ian to check for salty fish habitat. That got resolved. So all that work is actually -- this is completed up to about this

point. We're -- we're doing the boulders here. Boulders exist all the way -- like we did the sheet piling all the way around out to here. Boulders are still in place to about right here. This is where they washed out. It's a mixed density. There are some that are still there. And then effectively what's happening is, really, from this low point all the way out to here, we're raising it.

HEARING EXAMINER COLLINS: To 12 feet?

MR. SPENCER: Raising it to 12 feet and -- but we're also raising the jogging path, too. So it's not like it's --

HEARING EXAMINER COLLINS: Right, yeah. I figured, yeah. So --

MR. SPENCER: So we're raising that entire thing, and then we're actually taking the wall around here just to provide some protection, because this is -- during Ian there were 16-foot waves breaking right there.

HEARING EXAMINER COLLINS: So you're building the revetment up and using larger boulders in hopes that it protects the north end of the island?

MR. SPENCER: Yeah, we had -- we had a coastal engineer in the first part, and we thought 3- to 5-ton would be enough -- I mean, I'm not an engineer; that's

what they came up with -- and we decided to come back with 10-ton boulders. And, I mean, we have pictures of it. There's a guy on a flatbed truck standing, and the boulders are taller than him.

So we don't believe -- that's the size of the boulders that are out on the jetty, so we went 10-ton.

HEARING EXAMINER COLLINS: In this picture it looks like there's a gap between the jetty and the revetment. Were you explaining that it's going to extend now to the jetty?

MR. SPENCER: It went all the way to the jetty before.

HEARING EXAMINER COLLINS: And it --

MR. SPENCER: We went right to the property line.

HEARING EXAMINER COLLINS: -- and it will again?

MR. SPENCER: It will again.

HEARING EXAMINER COLLINS: Yeah, okay.

MR. SPENCER: And then there's sand that's already accruing back there that's not part of our land; but, I mean, this is -- when you look at all this, this is like almost 5,200 linear feet, and collectively we've spent -- we spent $5.2 million before, and we're spending about another $5 million to harden that entire shoreline all the way back.

HEARING EXAMINER COLLINS: And parallel to this

revetment is the jogging path showed --

MR. SPENCER: It's the --

HEARING EXAMINER COLLINS: -- in the --

MR. SPENCER: -- jogging path. What we're going to do from this point out, we're actually going to do -- we'll have an interlocked concrete anchored overwash to keep -- because that's what happens, the waves overwash and pulls it back, and then we'll have crushed shell on top of it. So we -- we had to repair -- we had to engineer that so we don't get the scouring effect that we had with the last two storms.

HEARING EXAMINER COLLINS: So underneath are these interlocking pavers --

MR. SPENCER: That are about 8 and a half, 10 foot wide, and then they -- they pin back --

HEARING EXAMINER COLLINS: And that's the stabilized base of what is then the crush that --

MR. SPENCER: Then there's --

HEARING EXAMINER COLLINS: -- serves as a path.

MR. SPENCER: -- crushed shell over it. And Hans is here, too, so -- and he engineered it so -- sorry, Hans, I'm playing engineer.

I'm sure he can answer it.

HEARING EXAMINER COLLINS: And we're hoping Mother Nature won't take that on, as well.

MR. SPENCER: Well -- yeah. I mean, it's -- I think the height, coupled with the interlocking -- and like, look, the 10-ton boulders, the thing about it, when you go higher, you have to go wider because you can't just have a boulder teetering there; and then they pack the other boulders in to lock them in place.

And it's -- I mean, you can see -- that's part of the reason why we had damage from Milton and Helene, is that we didn't -- all the old boulders that had been out there for 30 years, they weren't engineered. They all got pulled down into the channel. And so we had no wave action breakup, it just was going pretty much straight across the pool deck and washed around these areas. Everything that we had raised, though, didn't get any water penetration during Ian -- or, I'm sorry, during Milton and Helene.

This road actually washed out to Land's End -- I have a picture, I'll show it to you -- and so not only did we harden it and pour a concrete apron, we're doing the big 10-ton boulders here just as a sensitive area to try to protect it.

HEARING EXAMINER COLLINS: Even though this picture doesn't show it, it's going to have that brown shaded --

MR. SPENCER: Right there.

VOLUME 9

HEARING EXAMINER COLLINS: -- thing continue down to the marina?

MR. SPENCER: It does already, yeah. We've already completed the work up to right about this point. And like, you know, that's not our building, that's not our building; but, you know, we just figured since we had to pull the permit anyway, we would go ahead and run the hardening all the way up because it doesn't -- it doesn't help our values if buildings, you know, are being undermined.

HEARING EXAMINER COLLINS: Thank you.

MR. MENDEZ: Would you like that pulled up now?

MS. CRESPO: I'm -- I don't think we need it.

MR. MENDEZ: Okay.

MS. CRESPO: Would you like to see this in relation to the MCP, actually, before we move on?

HEARING EXAMINER COLLINS: No, this is fine, thank you.

MS. CRESPO: All right. So then we're moving on to Condition 7. This is related to consumption on premise and outdoor entertainment events, which certainly you expressed interest in seeing from the conditions on this.

So this condition starts by indicating where consumption on premise is permitted, noting it's in

conjunction with either restaurant, resort uses, or limited food and beverage services, in the case of residential. And then customary hotel and resort uses in the case of the other tracts.

The only tracts where we would not be seeking COP would be the maintenance tract by the water treatment plant or -- the wastewater treatment plant, and the guest services building that's currently under construction by the water park. All other -- all other space is resort, hotel, or resort condominium, so we'd be seeking the allowance in those locations.

We have limited hours of operation. We've separated the two concepts as is typically done in your zoning conditions, which is dealing first with just the consumption of alcohol. Within indoor areas, that would be limited to 2 a.m. daily, and the hours of operation for any outdoor seating areas where consumption on premise would occur would be limited to 11 p.m. Sunday through Thursday and 12 a.m. Thursday through Saturday. So a little additional time on the weekends, but during the week any outdoor seating areas with alcohol would be -- would not be able to serve after 11:00.

Moving on to the outdoor entertainment utilizing amplified speaker systems. So understood -- due to the

interface with -- with other uses outside the MPD, we have limited that to 10 p.m. seven days a week. So the outdoor live music would cease at 10:00, and we would also need to comply with the noise ordinances. There are -- there's a Captiva specific noise ordinance, and there's also the generalized Lee County ordinance, which we would need to comply with, but that would provide additional protection.

HEARING EXAMINER COLLINS: Does the Captiva ordinance apply within South Seas?

MS. CRESPO: It does.

HEARING EXAMINER COLLINS: And is it stricter than the regular noise ordinance?

MS. CRESPO: It is.

HEARING EXAMINER COLLINS: So that would really be the only one that would apply; correct?

MS. CRESPO: Only for -- it deals with duly permitted events --

MR. MENDEZ: It supplements the existing noise ordinance, from my understanding. So you still rely on some of the dB(A) and dB(C) values of the underlying zone -- the underlying noise ordinance.

HEARING EXAMINER COLLINS: All right. And this is continued to be enforced by the Sheriff?

MR. MENDEZ: Correct.

MS. CRESPO: And, again, this is an enhancement. The administrative interpretation doesn't limit outdoor entertainment or consumption or have any hours -- hour limitations. So it's strictly by the Code at current time so -- and as part of this MPD request, this certainly enhances compatibility with uses within the resort that are not within the MPD.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: Accessory uses and buildings, this is important. This is the condition that cements that the general public cannot enter into the MPD and utilize the marina, go to the restaurants, utilize the water park -- any and all of the amenities within the MPD are not open to the public. That is the baseline for the reduction in intensity we walked you through at our last hearing date. So the wording of this is very important, that all accessory uses -- this is specifically 8C, all accessory uses are limited to hotel guests and residents of the South Seas Island Resort, as defined in the LDC.

We are working with Staff on a clarification to -- the crux of this is to further limit who can utilize the amenities within the MPD to -- adding reference that the access is subject to membership and potentially access fees, so that it's clear it's not

any and all people that own property or are registered guests within the overall resort. If they are outside the MPD, within the resort, there are still membership and access fees to access the amenities within.

HEARING EXAMINER COLLINS: Right, and you want to make sure that the membership is limited to residents or property owners within the resort, not people outside the resort that could purchase a membership --

MR. SPENCER: Correct.

MS. CRESPO: We want that no one else --

HEARING EXAMINER COLLINS: Then you're introducing the public again, right --

MS. CRESPO: Correct.

HEARING EXAMINER COLLINS: -- whether they're living on Captiva, Sanibel, or Fort Myers --

MS. MONTGOMERY: Another --

HEARING EXAMINER COLLINS: -- if they purchase a membership.

MS. MONTGOMERY: -- thing we don't want to do is we don't want anybody outside of the MPD to think, because they're in the macro South Seas Resort, they have an entitlement, in the absence of a membership, to use the facilities. So these -- the amenities aren't open to everybody who happens to own an existing unit. It's only open to those who have a membership.

HEARING EXAMINER COLLINS: Right.

MS. CRESPO: I like your point, which is this is a check and balance of how to monitor and enforce the spirit of the condition, which is no -- monitoring who is accessing the amenities through the membership system.

HEARING EXAMINER COLLINS: Well, and that's the whole crux of your impact reduction argument --

MS. CRESPO: It is.

HEARING EXAMINER COLLINS: -- is that the resort now is going to be insular, and it's not going to be open to the public or residents outside. Once that membership is not clear, and it allows for outside, then you've reintroduced all the traffic that you're saying that you're eliminating. So let's put a fine point on that.

MS. CRESPO: Okay.

HEARING EXAMINER COLLINS: And that's really not so different from other communities like -- I mean, just The Legends, for instance, you can live there; but if you want to have golf privileges, you have to purchase a golf membership in order to do that. Even though it's within the community and theoretically available to anybody in the community, you have to have a membership to actually use --

MS. CRESPO: Correct.

MS. MONTGOMERY: It's exactly like that, yes. Thanks for that.

MS. CRESPO: Thank you.

MS. MONTGOMERY: That's a great example.

MS. CRESPO: So then moving on, if you're comfortable, we've made no changes to the building and structure height limitations, references to the Land Development Code in terms of height measurement throughout the resort.

And it's not shown as underlined or noted for you, but we did clarify that recreational structures on amenity tracts can be up to 45 feet because of the slide that is under development as part of the DO. But other than those types of structures, amenity buildings are limited to 35 feet in height.

HEARING EXAMINER COLLINS: Okay. So basically A and B is just reiterating that the Code is going to apply --

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: -- to heights of structures within the resort.

MS. CRESPO: Yes. I think it's -- and it's also trying to explain -- which I see where you're going, that it is just restating and redundant to Code. But

there are certain --

HEARING EXAMINER COLLINS: No, that's all right. I understand why you're putting it in here. This might be a limited exception where it's probably okay.

But then let's talk about the exceptions. That's also Code, right, because Code allows you not to count the structural and ornamental embellishments as part of the height; right? Isn't it the --

MS. MONTGOMERY: Right, yeah.

MR. MENDEZ: I think you have to look at where that's in the Code to make sure all that language applies to Captiva. I think there was a reason it was put in there and suggested. It was because it -- it may not be applicable to Captiva, but we'll confirm that.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: I think there's also some specificity in what --

HEARING EXAMINER COLLINS: Because if it's not applicable to Captiva, it becomes a deviation, not a condition.

MR. MENDEZ: I'll look at it.

HEARING EXAMINER COLLINS: Let's get a point on that.

MS. CRESPO: Okay. I would also note one of the

reasons for A and B is only certain structures within the MPD are allowed the four-foot addition for resiliency; not -- not all structures, as we'll walk you through in detail, are within that Coastal A Zone that allows the additional four feet so -- because we straddle those lines, we thought that was a good addition.

HEARING EXAMINER COLLINS: But doesn't the ordinance only apply to Coastal A?

MS. CRESPO: It does.

HEARING EXAMINER COLLINS: So you're not looking to expand it outside the Coastal A?

MS. CRESPO: No. That is...

HEARING EXAMINER COLLINS: All right. And then as to C, we're going to verify whether these provisions apply on Captiva; and if they do, we could leave them here. If they don't, then that needs to be a deviation.

Now we're talking about limiting the heights along Captiva Drive?

MS. CRESPO: Yes, and we agreed to this condition, I think at the outset of the hearing process, where Staff requested a lower building height along Captiva Drive, which is really our only exterior facing property line. And so they asked for a maximum height

of 35 feet, which would really be Tract B, for the most part --

HEARING EXAMINER COLLINS: And that's only within 25 feet of the road.

MS. CRESPO: Within 25 feet of the road.

HEARING EXAMINER COLLINS: If you're going to go higher within 25 feet of the road -- you're not going to be 25 feet from the road --

MS. CRESPO: If we're going to set back further, we -- if we're 26 foot off the road, we can have a 45-foot-tall building.

HEARING EXAMINER COLLINS: Right, okay.

MS. CRESPO: And we noted that potentially it could be one building 20 foot --

HEARING EXAMINER COLLINS: Tiered, yeah, I remember that.

MS. MONTGOMERY: The wedding cake.

MR. MENDEZ: Madam Hearing Examiner, while we're still in rhythm with that previous question, I have the answer here. And so the reason that language is included in there is because that's from a provision in Section 34-2175, which says, "Captiva Island, except South Seas Island Resort." So there's an exception for South Seas Island Resort, and then it goes on to say that the height may not -- the height of the structure

may not exceed 35 feet. The provisions of the section that allows increased height for setbacks does not apply, and it goes on to talk about the purely ornamental and structural appurtenances necessary for mechanical and structural function may not exceed this total area, which equals 20 percent of roofed area. Since it's -- South Seas is exempt from that by virtue of the condition, we're putting it back in there so it is now applicable to the MPD. So it's above and beyond the Code, from the way I read section 34-2175(a)(2).

HEARING EXAMINER COLLINS: So 9C goes beyond the Code?

MR. MENDEZ: Yes, because of the height. It provides a cap on purely ornamental structures, where there's an absence currently on South Seas Island Resort.

HEARING EXAMINER COLLINS: So setting the cap is more than what the Code would require.

MR. MENDEZ: Yes.

HEARING EXAMINER COLLINS: The Code would not set a cap.

MR. MENDEZ: That's how I read that provision.

MR. SPENCER: It's for an elevator.

MR. MENDEZ: Yeah, and you guys are right at the (inaudible).

VOLUME 9

HEARING EXAMINER COLLINS: Height on amenity tracts?

MS. CRESPO: Height on amenity tracts. So the buildings on amenity -- amenity and resort recreation tracts are 35 feet. That would be the water park; the Beach House, as we'll show you, is below the -- certainly below 35 feet in height. We just have an exclusion for certain recreational structures. The water slide is -- is 45 feet tall, or slightly less than, but having that allowance for specific --

MR. SPENCER: It's the umbrella cover at the top for the --

MS. CRESPO: The shade on the top of the slide.

MR. SPENCER: -- for the lifeguard to sit on. That's what makes it (inaudible).

MS. CRESPO: But that would apply to standalone restaurant buildings and -- and, you know restaurant -- or restrooms and other accessory structures throughout.

All right. Hotel/motel, we are not really proposing any change to what Staff conditioned, which is a limitation on the square footage of 40,000 square foot, locating -- only on hotel Tract A-1 and I-1. And then, again, woven throughout, limiting use of those facilities to hotel guests and residents of South Seas Island Resort. We have slightly alternative wording

we're working with Staff on here --

HEARING EXAMINER COLLINS: So each hotel can have 40,000 square feet of meeting space/banquet hall?

MR. SPENCER: It's collective --

MS. CRESPO: No, collective, so cumulatively. 20,000 each or 40,000 in one, but not -- for the overall MPD, it's 40,000 square foot.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: If you -- if you're comfortable with 40,000 for each -- no.

HEARING EXAMINER COLLINS: No, it's not the amount. I'm just --

MS. CRESPO: The way it's worded?

HEARING EXAMINER COLLINS: I'm silently correcting your grammar.

MS. CRESPO: Okay.

And we just wanted reference to 8C and that limitation that really is further limiting, that it's membership driven with access fees.

And then we've maintained the maximum number of hotel rooms on the northern hotel tract to 260 rooms to limit intensity in the northern end.

HEARING EXAMINER COLLINS: The larger hotel will be near the entrance of the resort?

MS. CRESPO: No, the --

MR. SPENCER: More than -- more than likely, yes, it will be near the entrance to the resort. It's -- but when you say "larger," we mean by like 20, 30 units, not -- it's not like --

HEARING EXAMINER COLLINS: Is there a reason why you're setting a hotel room cap?

MS. CRESPO: Staff -- I believe Staff wanted to limit the intensity in the northern reaches of the project. If you do the math, this would allow the majority of hotel rooms still in the north, but with a distinct cap.

MR. MENDEZ: Yeah, the original condition you -- you had before you was 50 percent, and so this is a little -- the north -- this, as refined, allows slightly more than 50 percent of the hotel rooms to be located in the north, but it prevents a situation where they cluster most of the hotel units in the north by establishing a cap, that there has to be distribution between them to --

HEARING EXAMINER COLLINS: And what's the concern about allowing them to distribute the hotel rooms --

MR. MENDEZ: A convention center and smaller hotel in the south, and then most of the hotel units on the north, a situation where how you break up the building area of these structures that are depicted on the MCP

in terms of how many hotel rooms are in each.

MS. CRESPO: I also know that by -- by having an intensity cap on the northern end, your hotel guests are -- some will arrive by vehicle, valet, whatnot, but having a cap that will limit how many cars are entering to check in and go straight to the north so...

HEARING EXAMINER COLLINS: Okay. Condition 11?

MS. CRESPO: And Condition 11, no changes there. It's just providing further protections, that we cannot do additional lock-offs to split the rooms up and turn a -- turn a two-bedroom suite into two separate rooms for rentals.

MR. SPENCER: Without it counting.

MS. CRESPO: Without it counting against our 435.

12 is the multi-slip docking facility and boat slips. There were pretty significant changes and, really, I should say additions to this condition based upon your memorandum. Hans Wilson is certainly here to answer any questions. We limited the number of slips we can activate or construct on the site to 250. We have entitlement to 620. Those are an entitlement that can be transferred elsewhere; but in terms of what will be constructed on the site, this Condition 12C caps that at 250.

Then we added in Condition D to deal with some of

the environmental monitoring, maintenance plan-type commitments that your memorandum asked us to include. So -- and this is, again, within 180 days of zoning. It's not tied to a development order in the future that modifies the marina, but something we have to preemptively do to demonstrate the marina's functioning and being monitored appropriately.

So this requires a facility basin management plan, hazardous materials management plan, spill and contamination contingency plan related to the fueling available at the marina, emergency preparedness plan specific to the marina. We provided you a holistic one for the overall resort, but a marina-specific emergency plan would also be required as part of this condition; the educational signage and brochures to boaters, notifying them of manatee protection, as well.

And if you would like any testimony on the appropriateness of this, Hans is here.

HEARING EXAMINER COLLINS: We can proceed.

MS. CRESPO: Okay.

No changes to Condition 13. That's as written since the initial Staff Report in February, where it's memorializing the existing wireless communication facility on the property, subject to the referenced approvals.

14, also no change to ongoing development tracking. With each development order we have to tabulate the number of hotel rooms, boat slips, units, as well as the accessory resort amenities, the square footage of those going -- and be -- and have a tracking table on each DO plan set up.

HEARING EXAMINER COLLINS: (Nods head.)

MS. CRESPO: Yeah, okay, sorry.

Condition 15 is on page 11 of 22. This correlates well to the COP and outdoor entertainment condition we already talked about, but this is specific to events within the property which have been typical to South Seas over the years, being a resort. So it limits private events and resort-sponsored social events for resort guests and guests -- resort residents and guests only, those qualified duly permitted events, which that is language from the Captiva Noise Ordinance. It is explicit in stating parameters for duly permitted events, and that's why we're defining it in this condition, because it's not defined in your Code currently.

HEARING EXAMINER COLLINS: Where is this?

MS. CRESPO: I'm on the bottom of page 11 under 15A.

HEARING EXAMINER COLLINS: And what definition do

you provide here?

MS. CRESPO: That duly permitted events are those private events and resort-sponsored social events available to resort residents and guests.

HEARING EXAMINER COLLINS: My issue with this condition is that I think it should be special events, because temporary uses has a very specific definition in the Land Development Code. You can only have it four times a year, there needs to be a separation between the events, and it sounds like this is not what this condition addresses.

MS. CRESPO: There's a hierarchy of what we can do by right. There are temporary use permits for smaller events, and then there are actually -- there's a special event defined category in your Code, where it's like a thousand people. It's like massive events. So we can work on calling this by-right tier, something else, so it's not confusing with other defined tiers in the code.

HEARING EXAMINER COLLINS: I'm trying to envision what would be a temporary use on a destination resort that already authorizes consumption on premises, outdoor entertainment, you know, all manner of things.

MR. SPENCER: Weddings. I mean, there was a wedding tent before, underneath the ADD, that was out

there probably for three or four years, right, it was after Hurricane Irma. And there's weddings that are in front of the baby fishing pier; there's a wedding pavilion --

MS. CRESPO: I know what you're saying. You're saying --

HEARING EXAMINER COLLINS: That's a special event. That's not a temporary -- see, once you use temporary use, it has a definition in the Land Development Code, is what I'm trying to say, and it limits how many you can have a year, which I'm thinking you're not going to want to do --

MS. MONTGOMERY: I thought it was four.

HEARING EXAMINER COLLINS: -- a wedding -- yeah, it's four, and there has to be a 30-day separation between each one, unless they amended the --

MR. SPENCER: No, it's -- it's still in there, and that was the concern when this first came up, is we have -- we're a resort. We have those events. We have --

HEARING EXAMINER COLLINS: Do you want to specifically regulate special events? Is this something that's necessary --

MS. MONTGOMERY: We don't --

HEARING EXAMINER COLLINS: -- to do?

MS. MONTGOMERY: -- want to be subject to the four times a year. In other words, we don't want --

MR. SPENCER: I don't think it would be four.

MS. MONTGOMERY: -- to have just four weddings a year.

HEARING EXAMINER COLLINS: So then I go back to what would be a temporary use on a resort that already permits just about everything, like parties and --

MS. CRESPO: Do you want to jump in, Adam?

MR. MENDEZ: Well, just to -- I understand -- I think I understand your question, and that's a temporary use is to allow a use that's not permitted in the underlying zoning district for a temporary time frame. We have a robust schedule of uses which we probably can tie a wedding to without -- you don't need to pull a temporary use permit for a wedding in conjunction with this schedule of uses.

MS. CRESPO: Right.

HEARING EXAMINER COLLINS: And you already have a COP --

MR. SPENCER: We do if they need to put a -- like a tent up for inclement weather or whatever. This was -- this came from Staff.

MS. CRESPO: Do we just need a tent permit for that?

MR. SPENCER: But then it ties back to temporary use --

MS. CRESPO: We can work on this. This may be --

MS. MONTGOMERY: Yeah, let's -- let's --

HEARING EXAMINER COLLINS: I don't want to overregulate, do you know what I'm saying? Because then what we do is we create conflicts --

MS. MONTGOMERY: No, I'm with you.

HEARING EXAMINER COLLINS: -- and we get calls from Code Enforcement.

MR. MENDEZ: We need to work on it.

MR. SPENCER: We understand if there's like the triathlon event, 4th of July, like we know --

MS. MONTGOMERY: Tarpon fishing event.

MR. SPENCER: -- those are -- those are bigger -- well, more than a thousand people. Those are bigger.

HEARING EXAMINER COLLINS: So there are going to be events open to the public on a temporary basis?

MR. SPENCER: No, you have to be a registered guest. You have to stay in our hotel. Like if we have a triathlon -- we didn't have a hotel this year so -- under the ADD we let people through but...

MR. MENDEZ: I think she's talking about the special events that historically have gone on, like the tarpon --

VOLUME 9

MR. SPENCER: The tarpon tournament, you have to --

MR. MENDEZ: Those are still going to be --

MR. SPENCER: -- you have to --

HEARING EXAMINER COLLINS: But they don't need a temporary permit for that.

MR. MENDEZ: It's a special event permit. It's more than a thousand people.

MR. SPENCER: Well, I wish it was.

MR. MENDEZ: Oh, okay, maybe not --

HEARING EXAMINER COLLINS: All right, we can move on.

MS. CRESPO: We'll work on this.

MS. MONTGOMERY: Okay.

HEARING EXAMINER COLLINS: Yeah.

MS. CRESPO: 15, we'll work on, okay.

16, on page 12 of 22, is the Tract G or Beach House restaurant enhanced building perimeter planting condition. We have dropped the deviation for elimination of the buffer along the property line of Tract G and the adjacent single-family dwelling. So that has been dropped. In the event that site is modified, redeveloped, reconstructed, it will need to come in compliance with the Land Development Code. So that's no longer at play.

We did hear your request to address compatibility, though, between the restaurant and the adjacent single-family; so we've -- we presented at our last hearing a 5-foot wide planted area. This area would contain 12 trees, 76 shrubs, as well as ground cover along the south side of the restaurant structure, in order to provide some vegetation screening. And then above and beyond that, there will be an 8-foot-tall sound-attenuating wall along the outdoor seating area portion of the building. So that -- and we can bring up imagery of that, if we need to refresh that, but -- and that is -- what Mark McLean, who is here, testified to is that wall will be a combination of masonry and then sound-attenuating panels totaling 8 feet. And Staff added language about the measurement of the height of that, the 8-foot would be from the highest elevated walking surface or seating area, referring to the building. So that's going to -- compared to ground level, that will result in an even taller feel if you're walking towards the beach or on that adjacent property.

HEARING EXAMINER COLLINS: And what about the lighting on this tract?

MR. SPENCER: It's all turtle compliant, turtle glazing, as well, because it's -- it's --

MS. CRESPO: Facing the Gulf.

MR. SPENCER: -- facing the Gulf.

MS. CRESPO: I'm making a note of that, if there's further language that needs to be added.

And, again, the -- any outdoor amplified music cuts off at 10 p.m.

And consumption on premise, Monday through Thursday, would cease at 11 p.m. in outdoor areas.

Lee County Sheriff substation. So there is a commitment to provide a minimum 500-square-foot finished shell space for use by the substation. So at one point we specified the address of where that space would be, and Staff felt that was too specific, and the address was also outside the limits of the MPD on adjacent land they own on Captiva Drive. So we -- we struck the address and just rely on that it must be provided on adjacent commonly-owned property, and it's at no cost to the Sheriff's Office.

In addition, they have and will continue to have a boat slip on Tract F.

HEARING EXAMINER COLLINS: So there's two boat slips, one for Fire and one for --

MS. CRESPO: EMS.

MR. SPENCER: Correct.

HEARING EXAMINER COLLINS: -- police?

MS. CRESPO: Yes. And the Sheriff's is at the northern marina --

MR. SPENCER: Correct.

MS. CRESPO: -- and the Fire slip is at the southern marina.

MR. SPENCER: Correct.

MS. CRESPO: So that -- those are specified in 17 and 18.

So the Sheriff gets the boat slip and the finished shell space. In terms of Fire, that's 18, so they, again, get the boat slip at the southern marina. And then Condition B is relating to the conveyance of the impact fees for the purchase of a ladder truck to serve these buildings. We've maintained and demonstrated on the record that there are many other buildings in Captiva that are above the code-allowable height that would trigger the need for a ladder truck; but since we are coming in and formally asking for that through this rezoning, we --

MS. MONTGOMERY: Yeah, and the Staff wanted to add in a reference to Section 2-395, and of course I understand why they did. The problem is we can't necessarily comply with it, and we need to have a discussion.

I would note that when they first recommended the

condition, I indicated to their attorney that we would need to get impact fee credits for the contribution. So she had the Fire Department take a vote to see if they would agree to credits. They took a vote, and they did.

HEARING EXAMINER COLLINS: Did they really have an option?

MS. MONTGOMERY: Pardon me?

HEARING EXAMINER COLLINS: Did they really even have an option? I mean, the law requires them to give credit --

MS. MONTGOMERY: I didn't think so; but, you know, she wanted to -- and what the Code says is that when you're going to request credits, you have to get the approval of the Fire Department, which we have; but then you have to submit the description of what you're going to --

HEARING EXAMINER COLLINS: Pay for.

MS. MONTGOMERY: -- pay for and an invoice on how much it cost. Well, we don't have the invoice, and we don't have the description, the Fire Department does, and so what I don't want to do is not be able to get credits because of that particular language.

HEARING EXAMINER COLLINS: Well, I was thinking of something simpler in this condition that basically said

you couldn't build anything higher than what the fire chief testified they could fight without a ladder truck, and then you work out how and when they get the ladder truck based on your development scenario, and that takes all this out of the condition.

MR. SPENCER: What if they basically --

MS. MONTGOMERY: Hang on.

So let me say this -- and Joe is sitting here because their preference is -- has been that we not have it in the zoning, and that we deal with it at DO stage, as to whether it's needed, and I think there's another project that Joe worked on where --

HEARING EXAMINER COLLINS: I'm fine with it being at the DO stage, but I would like a condition that says you can't go higher than what the Fire Department testified they could fight without a ladder truck, and then the timing and the arrangement of how you work out what follows is DO stuff. You wouldn't get a DO for a building over a certain height unless the Fire Department had the --

MS. MONTGOMERY: Well --

HEARING EXAMINER COLLINS: -- ladder truck.

MS. MONTGOMERY: Okay. I don't want to get persnickety, but there are other buildings that have three floors; and I know when you drive on the islands,

the McMansions are all significantly well over, you know, two floors. So they have the issue now. He's sort of reluctantly conceded that that might be the case. So, I mean, given what happened out there, and given the number of buildings that have been or will be replaced and moving in at the current, you know, base flood plus one and other elevations, he needs the truck regardless. We're just the ones in the process so...

But I understand what you're saying. So my point is if he can serve those other buildings now, then technically I think he can serve us, but we are trying to work with them. We just can't make the contribution without credits.

HEARING EXAMINER COLLINS: Well, that's not something I determine at the zoning stage. That's a matter of law, and there's lots of case law on it. I wouldn't be that concerned about it. If they're putting up a fight, I mean, that's -- they don't have a legal ground to stand on, if they're not going to give you credits.

MR. SPENCER: So hypothetically they could choose not to buy a fire truck, and we could never build a tall building, and I think --

MR. SOLOMON: Yeah.

MR. SPENCER: -- that's what we're concerned

about.

MR. SOLOMON: Yeah, we can't have that.

MR. SPENCER: So we're willing to pay the credits to help them get the truck, but we don't control the purchase of the truck. And there's been a lot of pressure from other folks to try to get the Fire Department to basically step into your shoes and make a zoning decision or restriction on it, and we're very concerned about that, respectfully.

HEARING EXAMINER COLLINS: All right. I'll put a note next to this.

(Sotto voce between Hearing Examiner and reporter)

HEARING EXAMINER COLLINS: We're going to take a ten-minute break.

MS. CRESPO: Okay, thank you.

(Recess 10:22 a.m. to 10:30 a.m.)

HEARING EXAMINER COLLINS: Okay, back on the record.

MS. MONTGOMERY: Joe is supposed to be up there.

(Discussion at Applicant table)

HEARING EXAMINER COLLINS: Transportation?

MS. MONTGOMERY: We need Joe. Joe has something he wants to say, but I don't know where he went.

(Off-the-record discussion)

MR. JACOB: My apologies for my outfit. I'm not

designed to be up here. Michael Jacob, County Attorney's Office. Unfortunately, listening to this over the screen here, I had to rush over to deal with this, and it's too many steps for my -- my liking.

Listening to the discussion with regard to this fire truck and why we've included it in the zoning in the first place is an issue for us. We recommend removing any condition with regard to payment of a fire truck, impact fee credits, or anything from the zoning. Furthermore, we would not be putting the County in any position to appear to delegate authority over the development of this property to this entity out there, especially considering all the situations we've dealt with so far.

So our recommendation is to remove any condition in regard to this matter. They can deal with it at DO -- if there's an issue with the fire station, they can deal with it then.

HEARING EXAMINER COLLINS: Thank you.

MR. JACOB: You're welcome.

HEARING EXAMINER COLLINS: 19?

MR. JACOB: I'm going now.

MS. CRESPO: 19, transportation. So this was also an item from the HEX memorandum where we had to memorialize some of the statements made by Mr. Shawn

Farrell related to alternative modes and mobility both internal to the resort, as well as for employees getting to the resort.

So A deals with the trolley service, committing to operating that 365 days a year from 7 a.m. to 10 p.m., except when the resort is closed. So the trolley will run every day, all day, to provide mobility for folks within the resort.

B is memorializing discussion on the employee shuttle program that Timbers has operated since owning the property when it was operational, committing to providing transportation from a minimum of three locations to the resort 365 days per year.

HEARING EXAMINER COLLINS: The activities can continue until midnight or 2 a.m. in some circumstances on the resort, but the trolley service is going to terminate at 10 p.m. under this condition.

MS. MONTGOMERY: Yes, but Mr. Farrell testified that when there are special events or people, you know, request it, that they will provide service.

HEARING EXAMINER COLLINS: This isn't a special event. This is Monday through Sunday till 12 a.m. and -- 2 a.m., actually, 2 a.m. daily. That's not special events. I just point it out.

MS. CRESPO: Point it out to look at potential

expansion of trolley hours, noted.

And did you have any questions or comments on the employee shuttle condition itself?

HEARING EXAMINER COLLINS: No.

MS. CRESPO: No, okay.

Item 20 or Condition 20 is a new condition that Staff provided to the Applicant, and we -- it deals with the golf course and managing fertilizers, pesticides, best practices to address some of the water quality items that were raised. So this is a series of conditions addressing all those parameters and requiring a management plan for the course, again, within 180 days of zoning approval. The course is constructed, operational, so this would come in after the fact. And it's not a requirement of the ADD, but we reviewed all of the different requirements, which are substantial, lengthy, if you will, and the golf course and Timbers does comply with all these currently; so we were happy to accept the condition --

MS. MONTGOMERY: Is the "drought tolerant" still in there?

(Discussion at Applicant table)

MS. CRESPO: We had -- yeah, there is a -- in addition to the water quality aspects of it, there is a requirement that the grass be pest resistant and

drought tolerant, and the species of grass is, in fact, meeting both those parameters.

And David Brown is here, if you have any questions, as well as Carl Barraco.

HEARING EXAMINER COLLINS: Thank you.

MS. CRESPO: Thank you.

21, similarly those experts can provide additional testimony, but this is for water quality monitoring. We will likely propose a slight tweak because, as you were given extensive testimony, there is no outfall. This is a closed system with no outfall. So this requirement states if that should ever change in the future, if we should ever, through modification to our ERP development order modification, modify the stormwater management system to establish an outfall -- which is not the case today, not any intent -- we would have to come in with a water quality monitoring plan at that time.

So we're in agreement with Staff, the current system does not warrant that type of condition; but if it ever converts to the more typical stormwater management system you're used to seeing on inland developments, we would -- we would provide that typical water quality monitoring plan.

HEARING EXAMINER COLLINS: 21 would apply if there

was an alteration to the golf course surface water management system, if there was an outfall --

MS. CRESPO: The entire surface water management system --

MS. MONTGOMERY: I think Mr. Barraco should address that briefly.

MS. CRESPO: Yeah.

MR. BARRACO: Good morning. For the record, the intent is if there is any positive outfall established anyplace within the zoning area, that the water quality monitoring report would be submitted with that. So in the event that, for some reason, we wanted to add a positive outflow to the golf course, then, yes, there would also be water quality monitoring with that.

HEARING EXAMINER COLLINS: Right now all the runoff is directed into the lakes, and it either seeps down into the ground, or it evaporates into the air.

MR. BARRACO: Correct.

HEARING EXAMINER COLLINS: And this condition would come into play if there was a change to that.

MR. BARRACO: Yes.

HEARING EXAMINER COLLINS: Thank you.

MS. CRESPO: So that's Condition 21, which takes us into the deviations.

We've eliminated Deviation 1, which was for a

single point of ingress/egress to the MPD because there are multiple access points from Captiva Drive. There's the main access point that you'll enter when you enter the property, but there's also other access drives to provide access to service areas and such. So we have more than one ingress/egress, and Staff advised we do not need that deviation --

HEARING EXAMINER COLLINS: Just one minute. These deviations represent the renumbered --

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: And they're tied to the new master concept plan?

MS. CRESPO: Yes. Because we eliminated the very first deviation, it required all of them to be renumbered.

HEARING EXAMINER COLLINS: All right. You were just clarifying what happened to old 1.

MS. CRESPO: Old 1, yes, thank you.

So we made no modifications to Deviations 1 or 2.

Deviation 1 is for internal buffering, allows for the resort to function as a cohesive project without shrubs and different perimeter buffers impeding people's access between resort uses and hotel and multi-family tracts.

Deviation 2 is related to the right-of-way buffer

throughout the project, relying on the indigenous preservation that exists along certain lengths of the roadway and just the existing conditions that would preclude installation of the Type D buffer. Certainly this deviation is only applicable to segments of the roadway that abut the MPD or are within the MPD. That was raised as an issue by the opposition.

The effect of that is, for portions of the road outside the MPD, they're certainly able to install their own 15-foot buffer if they should want to come into compliance with the Code. If they should redevelop, they can seek deviations similarly; but this would only impact areas that we own just by way of law, and is memorializing existing conditions. So it's not requesting to alter anything that exists today in a manner that would impact other property owners.

HEARING EXAMINER COLLINS: This maintains existing conditions?

MS. CRESPO: Maintains existing conditions, yes, thank you.

Deviation 3 is also unchanged from what you saw. This is for locations where we interface with existing uses within South Seas Island Resort that are not within the MPD. So 3A is where our golf course surrounds Land's End, and this deviation would really

enhance the interface with the project in Land's End by omitting buffering that would potentially block their very nice golf course views that they've enjoyed since construction of the resort.

3B is related to Tract I and the timeshare units -- I might -- the MCP would probably be great at this point, thank you.

MR. MENDEZ: (Complies.)

MS. CRESPO: It's the 2400 at the -- the top.

MR. MENDEZ: Okay.

MS. CRESPO: All right. So that would be in this area where timeshare units interface with the pool resort area, allowing continued views and -- of that pool area that's existed since -- since the resort was developed, and not impeding access to those via Type C buffers, which can include walls and hedgerows and things that would not be consistent with the resort.

Historic development patterns are what's desired moving forward.

3C is also the Type C and F buffer around the L-1/L-2 tracts.

HEARING EXAMINER COLLINS: Wait, go back.

MS. CRESPO: Yeah. Are you doing that, or am I doing that?

MR. MENDEZ: It's not giving you a perfect scroll

so --

MS. CRESPO: Okay.

MR. MENDEZ: -- let me know where you want to go.

MS. CRESPO: Thank you.

HEARING EXAMINER COLLINS: I see L-1.

MS. CRESPO: The L-2, I believe, is on the other...

MR. MENDEZ: Yeah.

HEARING EXAMINER COLLINS: And what is slated for L-1?

MS. CRESPO: L-1 is the guest service building that's under construction, guest and member services.

HEARING EXAMINER COLLINS: What does that mean?

MS. CRESPO: Greg, would you like to be more specific?

MR. SPENCER: Yeah, it's a one-story building where people check in, or if they have a problem with their key card or their code. It's actually -- it's closer to the road.

If you want me to -- so we had an executive office there before where people used to check in. It got destroyed by Hurricane Ian. It's just building it back.

HEARING EXAMINER COLLINS: And where is L-2?

MS. CRESPO: It's the little tooth...

MR. SPENCER: That has a building on it that's getting relocated, and that's going to turn into -- into golf cart parking, overflow golf cart parking. There's quite a few units around it, across the street.

HEARING EXAMINER COLLINS: So no buffers for tract L-1 and L-2, and then a modified buffer for A-1 and C.

MS. CRESPO: Yes. Now we're going back to the south end of the resort. So A-1 is the -- is the hotel, and C is the -- the future hotel, I should say, and C is the water park.

HEARING EXAMINER COLLINS: And what are you proposing there?

MS. CRESPO: For the water park, this is under construction. We have approved development order plans, landscape plans for this area. What is proposed here is a 6-foot-wide buffer containing trees and hedge, as well as some decorative fencing along that property line. The shrubs need to be maintained at 8 feet in height.

HEARING EXAMINER COLLINS: This says 5 feet.

MS. CRESPO: I think installed at...

HEARING EXAMINER COLLINS: Shrubs must be specified at 5 feet in height, installed 4 feet on center.

MS. CRESPO: I think we can reword that. I think

five feet at installation and then maintained at eight feet. So we can -- we can --

HEARING EXAMINER COLLINS: Yeah, because that sentence doesn't make sense the way it's written, specified at 5 feet in height, installed 4 feet on center -- oh, and maintained at 8 feet. Okay.

MS. CRESPO: It's definitely clunky, and we will -- we can reword that easily.

HEARING EXAMINER COLLINS: And then a decorative fence on the exterior side -- wait, plantings on the exterior.

MS. CRESPO: Yeah, that needs to be reworded, as well --

HEARING EXAMINER COLLINS: And this is the water park?

MS. CRESPO: This is the water park, yes. We have a -- we -- Christian Andrea walked through an illustrative version of this. We can pull that up before we start rebuttal and show that to you, or I can do that potentially now.

HEARING EXAMINER COLLINS: My concern with the water park, obviously, is the interface with the condominium buildings that are off-site from the MPD.

MS. CRESPO: Right.

HEARING EXAMINER COLLINS: And what I understand

this is saying is that where Tract C abuts resort property within the MPD, there will be no buffer at all; and the buffer will apply solely to that little green strip connecting L-1 to A-1. This buffer will go right there.

MS. CRESPO: Correct.

HEARING EXAMINER COLLINS: Okay. So my other concern is about noise and activity from this use impacting those residents beyond a certain hour of the day or night; right? So I know that there's probably going to be food and beverage service out there, whether it's from a little hut or kiosk or from the hotel. My main concern is that there would be outdoor entertainment at this water park, or amplified sound at this water park, that would have an impact on those residents, you know, after a certain time.

MS. MONTGOMERY: Can we inquire of Mr. Spencer as to whether or not there will be hours, and will that help you?

HEARING EXAMINER COLLINS: Anything will be helpful.

MS. CRESPO: The entertainment, the amplified music ceases at 10 p.m. per Condition 9.

HEARING EXAMINER COLLINS: Right.

MS. CRESPO: But general hours?

VOLUME 9

MR. SPENCER: Do you have the plan? I think it would be important. Do you have the actual --

MS. CRESPO: I have it, yes. It will take me a minute to pull up.

MR. SPENCER: It might be worth -- if you don't mind, Madam Hearing Examiner, just to explain it. Because the pool is not lit, it doesn't operate after a certain time. We have gates that close down. There is an F&B outlet, but the F&B outlet is closer to the road. It's almost 1,000 feet away.

HEARING EXAMINER COLLINS: What is the F&B outlet?

MR. SPENCER: Food and beverage, it's called Flippers. And there's an enclosed arcade, there's an enclosed kids' camp -- you know, kids' club, like if you're doing kids' movie nights or something of that nature --

HEARING EXAMINER COLLINS: I'm concerned about outdoor entertainment set up anywhere around that condominium --

MR. MENDEZ: I actually -- I actually have it in my PowerPoint. I have that water park --

HEARING EXAMINER COLLINS: You do?

MR. MENDEZ: Yes, sorry.

HEARING EXAMINER COLLINS: And that there will be adequate protection, whether it's through hours of

operation or placement of the activity.

MR. SPENCER: Understood.

HEARING EXAMINER COLLINS: I don't want you setting up camp right there.

MR. SPENCER: Yes, ma'am.

HEARING EXAMINER COLLINS: You know what I'm saying?

MR. SPENCER: Understood.

MR. MENDEZ: Sorry, I'll just queue it up.

HEARING EXAMINER COLLINS: We're switching over to Staff's PowerPoint at this juncture to get a clearer picture of the layout of Tract C?

MR. MENDEZ: Yes. Good enough?

MR. SPENCER: This is fine.

Again, for the record, Greg Spencer.

So, Madam Hearing Examiner, this is the actual Tennis Villas back here, and effectively there are gates; so at night we close the water park off. So this is not lit for night operations. It will not operate, you know, somewhere to -- the pool at the north end, that closes every night, as well. So we have gates that close it off.

The only thing that will be operating at night is -- this is the kids' club. That's entirely enclosed. Here's the arcade, which is entirely

enclosed. This is -- there's outdoor dining here, and there's outdoor dining here. This is covered, this is not, but it's really just this area.

And the existing condition for -- before Hurricane Ian destroyed everything, Tennis Villas is not here, it's right off to the side, but they had a restaurant that was about 25 feet away from Tennis Villas prior called Doc Ford's. So this is a substantial improvement. We sited it there on purpose to try to get it -- separate it as much as possible, and we even put the play -- the slide structure, we even put that out of their view line and tucked it over into this corner. So their condition is looking over a resort pool, which they have their own pool which some of the units look over, and then the lazy river. The only thing, there is a six-foot buffer, it's heavily planted, and then there will be chaise lounges with just shades right along this edge. So there's nothing directly adjacent to it.

And then, again, in the evening there's gates that close off just because it's -- the Florida code, if you were to have night swimming, the -- the footlight, it -- it looks like Topgolf. So we don't want that resort condition so basically it's closed at night. There's no night -- night swimming, night lazy river,

or night slides.

HEARING EXAMINER COLLINS: What's the black markings in the lower right corner of the yellow? Is that a building? What is that right there?

MR. SPENCER: Where is that, right here?

HEARING EXAMINER COLLINS: Yeah.

MR. SPENCER: Oh, that's parking. That's cart parking. And I'll talk about it, but there's actually a trolley stop right here. Like all the new amenities that we're building, there's trolley stops directly adjacent to all of them.

So the cart parking is accessed through this parking lot. There will be a control gate. That's just for the carts. There's a trolley stop right there to try to minimize the distance for elderly folks.

And then there's -- there's plantings -- we -- I can show you Chris Andreas' plan. There's -- there's plantings all along the road here, too.

MS. MONTGOMERY: Does that help?

HEARING EXAMINER COLLINS: Yes. I am more concerned with the effects of potential amplified sound poolside, if there is to be like entertainment set up out there, that it would be directed away from the condos. I don't know how you would accomplish that exactly.

MS. CRESPO: Speaker placement?

MR. SPENCER: Well, again, nothing is amplified here at night because no one is there. The only place would be right here. There's a pretty large ficus tree right here, there's other plantings throughout. But that's reasonable to say, hey, we -- you know. And, honestly, there's just tables here. We don't have -- there's no stage or anything set up for any performance. So the only thing would just be just the background music for dining.

HEARING EXAMINER COLLINS: Okay, thank you.

MR. SPENCER: Yes, ma'am.

MS. CRESPO: So based on Greg's testimony, we can work with Staff on some modified conditions of approval for that deviation.

Okay. So then if we can go back to the MCP, we kind of skipped over the hotel component of this Deviation 3C. Condition 1 addresses Tract A-1, which is the southern hotel, and that will have a 10-foot-wide buffer along the entirety of that tract line with 5 trees per 100 linear feet, a hedgerow planted to the same specifications as the water park for consistency.

So, again, we will work on correcting and -- that language, but installed -- the hedgerow will be

installed at 5 feet, maintained at 8 feet, and we'll have a decorative fence in that area, as well. And so that's really two --

HEARING EXAMINER COLLINS: You don't have to worry too much about massaging that. I can fix that.

MS. CRESPO: Okay.

Next is Deviation 4A, about the natural waterway buffer. So that applies, really, to the Gulf front areas with B, and then predominantly actually the northern areas where the Beach House, the golf course, and the future northern condominium will abut the Gulf of Mexico. We have submitted a detailed planting plan for dune restoration planting in that area.

HEARING EXAMINER COLLINS: And this was in connection with a development order or something?

MS. CRESPO: Yes. So -- and rather than reference the development order where the land -- that is tied to the landscape plan, the approved landscape plans, Staff asked that we just quantify the width and quantity of plantings in the zoning condition to avoid referencing the DO. We can certainly do it either way, and we could also have the DO landscape plan be an exhibit attached to the zoning.

HEARING EXAMINER COLLINS: I want to make sure I understand what's going on here. This applies at the

northern end?

MS. CRESPO: This applies at the north end, yes.

HEARING EXAMINER COLLINS: And the Code requires 50 feet; but through the development order process, you obtained a deviation that allows your current approved dune restoration plan?

MR. MENDEZ: You want to talk about the south buffer? It's applicable here, too.

MS. CRESPO: I think we would need to reword it to make it applicable.

But for the north -- so we -- we had a lot of consternation as to whether this natural waterway buffer applied to the MPD because we do not abut the Gulf of Mexico specifically. There -- there is that very wide beach area outside of the limits of our property, which is really what is abutting the natural waterway. We -- we understand, though, there is interface there, and so we applied the DO planting plan to the condition --

HEARING EXAMINER COLLINS: Does the 15-foot-wide planting area include the dunes or not?

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: So within 15 feet you're having a dune, and you're planting these items on the dune?

MS. CRESPO: I am going to look to the team who has expertise in the development order, and Carl and Hans have been involved in that aspect of the project more --

HEARING EXAMINER COLLINS: Help me to --

MS. CRESPO: -- or we can come back --

HEARING EXAMINER COLLINS: -- understand what --

MS. CRESPO: -- we can come back after lunch and address it in more detail. But I'll need someone to supplement --

MR. SPENCER: Do you want me to?

MS. CRESPO: Yes.

MR. SPENCER: Again, for the record, Greg Spencer.

There's -- there's a couple different things at play. There's actually the beach restoration that CEPD is undertaking. Bob Walters is actually on the CEPD Board. He can speak to that. Because there's a control point at which we don't manage this. This is under the control of CEPD.

What we agreed to do is to help do supplemental planting in their -- in their portion on the dunes. In addition to that -- and I have it in my slide in my presentation -- we have put a 1,000-foot linear dune here landward of the historic jogging path that's been out there, and we have planted that ourselves.

So there's two different things. I agree with Ms. Crespo that we don't have land that directly touches the Gulf of Mexico, and so that's always been the issue, is whether we are compliant with it. So we agreed to augment additional planting in this area; and then on our own initiative, we've planted almost -- I think it's a 1,100-linear-foot buffer right here, up to 10 foot planted, with railroad vines and sea oats, and I have a picture of that in my --

HEARING EXAMINER COLLINS: Is this on top of dunes, or do the dunes lie outside this area?

MR. SPENCER: The dunes lie outside the area right here. We planted on our property, kind of forward of the 91 -- 91 CCL, we -- we -- we planted our own plantings.

And then the golf course, obviously -- this was all in conjunction with the golf course, when we built the golf course.

HEARING EXAMINER COLLINS: I just want to put a finer point on where this is going. Deviation 4A-1 is landward of the dune system. Is that an accurate description of where this will be installed?

MR. SPENCER: Yeah, we have development order plans. We can provide those. We can try to find them at lunch and come back to it, if you'd like. It shows

exactly where they go.

HEARING EXAMINER COLLINS: And these plantings are wholly on your own property?

MR. SPENCER: They are on our property that is -- in this section, it's on our property that's administered by CEPD. On this, it's on our property, and we already planted it, in addition to the DO.

(Ms. Workman entered the hearing room.)

MR. SPENCER: I think it might be worth showing the actual exhibit from the DO.

HEARING EXAMINER COLLINS: All right. So no portion of this is being planted on land outside the parameters of the MPD. Is that accurate?

MS. CRESPO: I was trying to get --

MR. SPENCER: I don't believe --

MS. CRESPO: -- the exhibit for you here.

MS. WORKMAN: If I could speak on this, Madam Hearing Examiner -- Beth Workman, for the record.

So what we're trying to do here is, we have previously approval -- approved drawings and development orders. We're trying to carry over those conditions into this MPD, just like we do on every other rezoning case, to codify everything in one document; so what we've done is we wrote a condition, based on what was approved in that development order.

Originally this didn't even have specifications in the condition. It cited the DO, and Staff was like, no, we don't want to cite a development order. We want to pull the conditions forward, so that when a development order reviewer is reviewing this, they know that the buffer needs to be X amount of feet wide and contain the following vegetation. So we took what was approved in the development order and rolled it into this condition. It applies to Migratory Bird Treaty Act conditions that were approved in a DEP permit and were rolled over into a development order so that Staff, County Staff, had code enforcement rights on that area.

So our Code says that when you abut a natural waterway buffer, you need to have a 50-foot-wide area, and it must be planted with trees and shrubs. Well, of course you don't want to plant trees and shrubs in here because it's a dune. So we granted the deviation to roll in the DEP requirement for that area, and so that is what that condition is doing.

Now, I was listening to the hearing at my desk, and we kept saying, "north side, north side." The north side has a revetment. It is not natural. We declared that --

HEARING EXAMINER COLLINS: No, I don't -- I'm not

talking about that.

MS. WORKMAN: Okay. So the Gulf side is what you're talking about.

HEARING EXAMINER COLLINS: I'm talking about the Gulf side.

MS. WORKMAN: So that right there is what is required for the planting. Now, whether we need to, you know, beef that up a little bit on what needs to happen, but we were --

HEARING EXAMINER COLLINS: I'm seeking clarity. Are these plantings happening on the dunes or off the dunes?

MR. SPENCER: On the dunes.

MS. WORKMAN: On the dunes.

HEARING EXAMINER COLLINS: Okay. So it's happening --

MS. WORKMAN: They're not in the golf course --

HEARING EXAMINER COLLINS: -- landward --

MS. WORKMAN: -- they're on the dunes.

HEARING EXAMINER COLLINS: -- landward of the dunes, but on the landward slope of the dunes?

MS. WORKMAN: Correct. It's part of the sea oats -- because sea oats are included in this so --

HEARING EXAMINER COLLINS: But the dunes aren't on their property. The dunes are off their property. Is

that correct?

MR. SPENCER: It's a mix. It's a mix, Madam Hearing Examiner, because some of this is -- it's on our property, but it's -- it's managed by CEPD; right? There's a --

MS. WORKMAN: Correct.

MR. SPENCER: -- there's a line of control that CEPD has. So to my understanding -- and, again, Bob is on the board -- CEPD is going to put the sand back in a lot of these locations. They will plant what they control, and we will plant what we have to supplementally plant per our DEP permit. That's my understanding of it.

MS. WORKMAN: And the -- and the restoration that happened there, as part of that development order plan, had plantings in there that Staff -- that County Staff recognized and was equal to what DEP was requiring.

HEARING EXAMINER COLLINS: What does the yellow represent in this illustration?

MS. WORKMAN: That's the parameters of the dune.

HEARING EXAMINER COLLINS: But the planting areas are depicted only in green; is that correct?

MS. WORKMAN: That's the existing --

MR. SPENCER: That's existing --

MS. WORKMAN: -- vegetation, is in green.

MR. SPENCER: If you can go back to -- I don't know who has control, but there's the -- so here's the different zones, and there should be a key up at the very top, I believe, on one of these pages that talks about what the plantings are.

HEARING EXAMINER COLLINS: I don't want to belabor it. I just want to understand it. That's all.

MR. SPENCER: Understood, yeah. It's -- it's complex because we have property lines, but then we have control lines for CEPD. But we basically early on said, hey, we don't have a problem supplementing the plantings all on the dunes in these areas. Unfortunately, it got destroyed by Hurricane Milton and Helene. So CEPD, I believe, was starting in July their renourishment, and then we will come back and plant these per our -- our DOs and our DEP requirements.

HEARING EXAMINER COLLINS: So whether this is a continuous planting or it's clusters of plantings, this is all covered by the development order?

MS. WORKMAN: Yes, ma'am.

HEARING EXAMINER COLLINS: Thank you. I'm ready to move on.

MS. CRESPO: So we will work with Staff, I think, to address the natural waterway on the southern Tract B, to have similar planting, because that's not

addressed in "I."

HEARING EXAMINER COLLINS: That was omitted, and you're going to include that --

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: -- reference?

MS. CRESPO: Yes.

Then Condition 2 attached to Deviation 4A is a new condition that Staff included, requiring development within the MPD west of South Seas Plantation Road. So the Gulf side of Plantation Road must shield all vehicle use areas with native salt-tolerant landscaping or solid, opaque wall to prevent headlight shine on the beach. So we're in agreement with that additional condition.

4B is natural waterway buffers. While that's for Tracts E and K -- K is the maintenance facility tract, and then E is a future multi-family residential tract, and the deviation just allows the existing mangrove fringe to serve as the natural waterway buffer in those locations, for applicable portions. There are portions of Tract E that are not natural waterway conditions and are riprap and altered.

Condition 5A, this has been reworked, and your Staff has proposed -- actually, for 5B proposed additional conditions related to parking. We kind of

spoke about that at length, and your memo certainly asked how we were handling parking. So as a baseline for this, we are more than doubling the parking requirement for the project. When comparing the MPD requirements to the ADD, we are fully parking our principal uses per the Land Development Code, the hotel and multi-family, whereas the ADD allowed very significant reduction in parking. Again, you know, it's 100 percent increase from -- when you look at the principal use requirements under the ADD till today.

That being said, we are proposing, you know, additional hotel units and redevelopment of some of the amenity and resort uses; so Staff wanted some additional conditions in place to address parking in the future.

We've always had the condition that parking -- the off-street parking for the principal use must occur either on the principal tract in which the use exists, or within 500 feet of that principal tract, which is a very short walking distance for the required parking for the principal use. So we've had that in place to ensure a short walk if you're parking to go to your condo or to go to your hotel room.

If there is off-site parking, let's say some of the parking for the multi-family condo Tract H is

proposed with -- we would need to show that location as part of the development order plan in order to -- so Staff is very clear. If you're not fully meeting your parking requirement on the tract on your DO plan, we need to know exactly where it is so we can measure this 500-foot rule.

HEARING EXAMINER COLLINS: What about for the spa and the -- and the restaurants --

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: -- that are freestanding?

MS. CRESPO: Yes, we heard loud and clear you wanted us to address that better, and your Staff worked diligently at a proposed ancillary parking requirement, acknowledging that we do not solely have hotel uses, we have residential uses. So we're not fully under that hotel parking inclusion of the Code and would -- and should look at supplemental parking.

So that's what 5B does. It is somewhat complex. Staff did author it so I don't want to steal their thunder, but we are in agreement with it, and it requires supplemental parking for a portion of the principal uses on the northern and the southern tract. So we -- in addition to principal parking, we're taking 10 percent of that requirement and placing that

additional parking in the northern or southern end of the site. We are also allowed a very specific amount of golf -- golf cart to standard vehicle parking.

As I'm reading it, it changed like two times this morning; so I hope I'm not fumbling through it.

And, Adam, if you want to interject?

MR. MENDEZ: I think it would be best for Staff to go over this during their PowerPoint presentation with the slides. Thank you.

MS. CRESPO: Thank you, I appreciate that.

Okay. Can we go back to my PowerPoint presentation?

MR. MENDEZ: (Complies.)

MS. CRESPO: So then we're to Deviation 6, which requires lake bank slopes at a 6-to-1 ratio, to allow a minimum ratio of 4-to-1 for existing lakes only.

So we are requesting a modified condition of approval. We believe we're in agreement with Staff, but may need to work this out before we close the record. Our proposed condition is that lake bank slopes and littoral plants requirements shall be maintained as currently approved by Lee County and/or the South Florida Water Management District. All future lake bank slopes shall be designed and maintained consistent with lake slope criteria in place

at the time of approval/construction. So if we modify the lakes, we must come into compliance. And Carl is here to discuss that.

HEARING EXAMINER COLLINS: Right now there's no lake bank slope vegetation planted?

MS. CRESPO: I'll ask Carl to address that, thank you.

MR. BARRACO: Good morning, Madam Hearing Examiner. Carl Barraco, for the record.

There are littoral plants, particularly in the new lakes that were just constructed. We're simply just asking that the lake slopes and the plantings be maintained consistent with all approvals that are current, and anything future would be consistent with whatever is in place and required at that time.

HEARING EXAMINER COLLINS: Are your new lakes code compliant right now?

MR. BARRACO: Yes, they're compliant, and they received a certificate of compliance -- a certification from the County a few months ago. So they're very recent.

HEARING EXAMINER COLLINS: What about the lakes you're enlarging though?

MR. BARRACO: Those are the ones I'm talking about. They're completed. They're 6-to-1; they have

littorals. At my last rebuttal, I showed a photograph of one of those lakes and the littoral plants.

HEARING EXAMINER COLLINS: Okay, thank you.

So am I understanding this right, you are still working on this language with Staff?

MR. MENDEZ: Yes.

MS. CRESPO: Yes.

MS. WORKMAN: Yes, Madam Hearing Examiner.

HEARING EXAMINER COLLINS: I'm ready for 7.

MS. CRESPO: Okay. 7, we're getting now into deviations that have not been altered since previous testimony. So there's no detailed additions, but we'll just -- we can, I think, for the record run through those for clarity.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: Unless you don't need that.

HEARING EXAMINER COLLINS: There's signs -- right, I don't need to hear about that.

MS. CRESPO: Okay.

HEARING EXAMINER COLLINS: Dumpster enclosures, that's not changing.

MS. CRESPO: No.

HEARING EXAMINER COLLINS: Okay. Why don't you go over Deviation 10 with me.

MS. CRESPO: I will need the MCP back for that.

MR. MENDEZ: (Complies.)

MS. CRESPO: So 10A deals with Tracts C and K. So we can -- we can see K there. I don't know that we're too concerned about K, being the maintenance building; and then Tract C is the water park.

The LDC requires a 15-foot setback for structures from the PD perimeter. We're asking for -- we asked for no accessory setbacks; however, Staff has proposed a condition of approval that we're in agreement with. On Tract C we must have a minimum 6-foot setback from that PD line. That would allow for the landscape buffer we addressed in 3C.

And to be clear, the only structure that can be that close to that property line are cabana -- cabana structures associated with the pool. All buildings --

HEARING EXAMINER COLLINS: Is the deviation limited to cabana structures?

MS. CRESPO: Yes, 12 -- limited to 12-foot-tall water park cabana shade structures only.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: Any restroom building, food and beverage building, will be far exceeding the requirements of the LDC.

HEARING EXAMINER COLLINS: Okay. And 10B is Tract K?

MS. CRESPO: Yes, and that is for the wireless communication facility that exists.

HEARING EXAMINER COLLINS: All right. Deviation 11?

MS. CRESPO: This is signage on the Beach House structure. So we have some roof -- I have images that we presented on February 14th -- which was a long time ago -- that we can certainly pull back up for you, but just the specific signage design for that building, included some roof signage, a wall mural --

HEARING EXAMINER COLLINS: Was that already approved as part of the development order, or these signs aren't in place yet pending this deviation?

MS. CRESPO: I did not -- was not intimately involved in the development order; so I would defer to either Mark McLean, who -- or Carl Barraco.

HEARING EXAMINER COLLINS: And Staff recommended approval?

MS. CRESPO: Staff recommended approval.

HEARING EXAMINER COLLINS: Okay. You can move on.

MS. CRESPO: Deviation 12 is also related to the sign on the Beach House.

Deviation 13 is the water park, and that's to allow the -- a similar mural on the side of the water park building.

Deviation 14 is the roadway deviation, to allow for existing conditions.

This was spoken -- spoken to at length. I think we definitely put on the record that the traffic generated by the MPD will be less than the traffic generated by the ADD due to the commercial allowances currently in place in the ADD.

That being said, we do have additional conditions to address safety. Those are based on that 19-mile-per-hour maximum speed limit; the deviation requires additional pavement markings for bike lanes; signage to be installed within 180 days -- or submitted on DO plans within 180 days after rezoning. It also requires the project engineer to submit an engineering report relating to the proposed improvements.

HEARING EXAMINER COLLINS: Are the standards reflected in Deviation Exhibit I reflected in sub 1 and 2?

MS. CRESPO: I don't believe --

HEARING EXAMINER COLLINS: Or am --

MS. CRESPO: I believe Deviation I is the cross section of the road, which is not going to show the pavement markings and the details of the improvements. I think Deviation I is the cross section memorializing the existing conditions of the road but --

HEARING EXAMINER COLLINS: All right.

MS. CRESPO: -- I-1 and -2 would be the improvements further made.

HEARING EXAMINER COLLINS: The deviation then must reference another document that has to be attached to the resolution then; is that correct?

MR. MENDEZ: (Nods head.)

HEARING EXAMINER COLLINS: Yes, okay. I'll make a note of that.

MS. CRESPO: And just two more deviations left.

Deviation 15 is to allow the crushed shells in the alternative to mulch, which is an existing condition throughout Captiva. We do have a requirement for salt-tolerant native landscaping attached to that.

And then -- sorry -- lastly, Deviation 16 is to allow a zero-foot setback for existing lakes.

HEARING EXAMINER COLLINS: Where does this apply?

MS. CRESPO: If you can go to sheet 1?

MR. MENDEZ: (Complies.)

MS. CRESPO: It would be Land's End generally -- this looks like -- yes, the hatching is where the lakes are presently, and you can see they abut the dashed line depicting the MPD boundary around Land's End.

HEARING EXAMINER COLLINS: Thank you.

MS. CRESPO: Thank you. So that concludes the

conditions and deviations.

We have rebuttal presentation that relies on some of those conditions from Hans, Mark, and then myself. I'm not sure of the timing. I think --

MS. MONTGOMERY: (Unintelligible.)

MS. CRESPO: -- we could -- we could easily accommodate Hans and Mark, I would think, prior to -- prior to lunch.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: Hans, do you want to...

MR. WILSON: Good morning. For the record, I'm Hans Wilson, representing the marine-related aspects of the site resort.

The question came up regarding slip counts. We have entitlements for 136 slips verified with permitting. We have a current design for 63 additional slips in the interior waterways, basically south of the main marina and around recreation (unintelligible).

The question came up of why do you -- we're asking for 250. Where are you going to put them out of the 620 that we're entitled to via the County's Manatee Protection Plan? So Alexis asked me to kind of craft a plan that might reflect what that would be.

So I put together a graphic that you see on the screen here -- and I have some hard copies that I can

give you -- that reflects site conditions that we normally would plan for. So we looked at things like where would the navigation channel go relative to the channel markers that are there? What are my limitations regarding the regulatory agencies? I'm allowed 20 percent of the width of the waterbody, which technically takes over -- takes me over to Pine Island Sound, or not more than 500 feet from the mean high water line.

So there's a line that I've shown how far out we could, but I have a channel that conflicts with that. So I put together a design that was reflective of the current operation of the main marina, which are larger boats, more high-end boats. And so the slip distribution that you see here on docks A, B, and C are vessels in the 50-foot range. On the outside the "T" references a temporary mooring because this is an exposed location, but those would be larger boats, up to 80 foot. And then, of course, docks D, E, and F are all 80-foot slips, and those are large boat slips, and that's sort of reflective of the clientele that would come to the site.

We totaled out at potentially 76 additional slips; however, this is sort of reflective of what the current market is. If the Applicant wanted to, say, design for

a boat club, well, an 80-foot slip would be two 40-foot vessels, smaller vessels. So if we went to smaller vessels for this location, we could almost double the slip count, if it was appropriate for the market and the demand for those spaces.

And so this is just to give you an idea of what -- when the question came up of where would you put them, this is the area that I had mentioned briefly where we would put them. And so I thought by visualizing an actual layout, it would give you a sense of where we have those rights for an expansion subject to state and federal permitting.

HEARING EXAMINER COLLINS: Where is this, at the south end?

MR. WILSON: This is at the north end. This is -- if you look at the right-hand side where it says "proposed marked entrance channel," that's the entrance channel into the main marina.

HEARING EXAMINER COLLINS: So the main marina kind of comes internal to the island; right?

MR. WILSON: The main marina comes down and into this area right here.

HEARING EXAMINER COLLINS: And there's a bunch of slips there?

MR. WILSON: Yes.

HEARING EXAMINER COLLINS: So these additional slips would be built into the Sound?

MR. WILSON: Yes.

HEARING EXAMINER COLLINS: Thank you.

MR. WILSON: Did you want any hard copies?

HEARING EXAMINER COLLINS: Yes, please.

MR. WILSON: This is a copy that gives you the overall of how we ended up.

(Applicant Exhibit 32A submitted.)

MR. WILSON: And this is the copy that zooms in on the dock plan.

(Applicant Exhibit 33A submitted.)

HEARING EXAMINER COLLINS: This is Applicant's Exhibit 32 and 33 (sic). This is dock plan 1 and dock plan 2. So the second document shows more detail.

MR. McLEAN: Good morning, Madam Hearing Examiner. My name is Mark McLean, MHK Architecture. I'm national director at our Naples studio.

When I presented last week, there was a question that came up when we were comparing building heights, was I presenting the worst-case scenario. So we went back and modified a few of these additional comparisons so we can show you the comparisons throughout the entirety of the island, not just the one location at the south hotel.

So the slide we presented here shows the north end of the island, and it shows the graphical representation of colors. The various colors are the various zoning districts or the various FEMA elevation districts, as we know we have.

The purple area on the right that's illustrated by the black flagged line, that dictates or shows the Coastal A zones that we contend with. The blue areas in the center are the AE zones. The red areas around the perimeter would be velocity zones, if we were building in these areas. The red dash line that runs down the center of the page, that's the coastal construction control line.

So in the comparisons that I'm going to make with you -- or for you this after -- or this morning is this was the location of the 1800 hotel. These two stars here, they were the 1700 and 1800 hotels. Those were hotels that were preexisting prior to Hurricane Irma so -- or Hurricane Ian. So I have slides in here comparing those hotels to our new scenario. So when I make those comparisons, I'm going to compare this hotel to the nearest building adjacent to it so that we can show some exact comparisons.

The one point that I want to point out here on this slide is when I make a comparison of this

condominium, it's going to be adjacent to the corner of this building. So we're trying to catch our views down our new golf course and out into the ocean, but the comparison is just off the corner of two angled buildings to kind of show the separation of the buildings. But we tried to set this up so we can show you comparisons in every scenario.

So when we come to the south portion of the island, these are the Tennis Villas here. So when our hotel comes up, and it Z shapes around these Tennis Villas -- I showed a comparison from this villa to our hotel on that south end, so that there's a -- I'm giving you distance separations and height separations so we can make some more direct comparisons than what I had the previous time here.

So previously when I was here, I showed the left image and the right image. Those two images were comparing our south hotel to the existing Tennis Villas. What we've added here for you, to help simplify this, is an issue that if this -- Tennis Villas was damaged, and they determined that they wanted to rebuild, they would have to rebuild to that design flood elevation that we've been working from for all of our presentation.

The one thing I've done throughout this -- and

it's a lot clearer in the slides that we submitted to you and the -- and the presentation you have. This bottom line that is zero-zero is a much bolder line. It shows up all the way across the bottom. So we're showing our heights always measured from zero-zero, because as I explained last week, the grade can change or -- you know, if -- if we're closer to the ocean, obviously our grade is lower. If we're in the center of the island, our grade can be higher. What the design flood elevation is, we may build up to that elevation.

So in the case of the south hotel here, the existing grade at the Tennis Villas is around 4, but where our hotel is, we're closer to 6. So that 2 feet delta to bring us up to design flood elevation, we'll just build up to there. We wouldn't create a void or a crawl space in that minimal 2-foot area; so that's why we're building up to this height, but that's where our building height comes from.

So in my initial presentation a month ago, when we discussed that 45 feet was always 45 feet, the 45 feet is measured from an LDC dictated elevation, whether it's design flood elevation, or it's the Coastal A LiMWA elevation, or if it's the freeboard, or if it's the coastal construction control line.

So from here what I'll do is with each one of these slides, I'll compare our new product on the left to the existing product on the right, then I'll compare our new product on the left to the central product, and then I have a slide illustrating the separation.

So as we move forward to the next slide, this was a slide I presented to you two weeks ago -- or a week ago that shows our maximum building height is 45 feet, as measured from design flood elevation. When we measure this building from zero-zero, the NAVD elevation to the peak of our roof, we have a measurement of 56.8 feet.

The existing tennis clubs -- Tennis Villas, when measured from zero-zero, are 48.7 feet. And as we discussed, the delta between the two buildings can vary a little bit because there's four Tennis Villas and then our new hotel. So we said before it was 10 feet or less. To this particular villa, our delta is exactly 8 foot --

THE REPORTER: Okay, slow down.

MR. McLEAN: The delta between the two building heights would be 10 feet or less. In this particular building that's closest to our new hotel, that difference is exactly 8 foot one and a half, as the current grade exists out there at 3.7 feet on the

current ground floor of Tennis Villas.

When we build our new building, and we bring it up to the 8 design flood elevation, we pick up 4 feet 3 in the difference between their building and our building. Then, again, the LDC allows us to measure to the midpoint of the roof for that resiliency issue that we spoke about to protect the air conditioning equipment on the roof.

So ultimately our buildings are only going to be 8 foot one-and-a-half taller when we build the hotel adjacent to the Tennis Villas, but the -- the -- the entirety of that 8 foot one-and-a-half is made up by resiliencies to comply with the current codes.

If we go forward a slide, what this slide illustrates is if the Tennis Villas were going to be rebuilt, if they got damaged in a storm and were going to be rebuilt, and they rebuilt to that 8-foot ground elevation, the difference between the two buildings would only be 4 feet 6, and that's if they rebuilt the exact same building to the current code. They would have the right to extend their roofline and measure to a midpoint and create a well and do resiliency on their building. But for the comparison, I wanted to compare the existing building and if they rebuilt the exact same existing building, because I didn't want to

speculate on what could possibly be built by someone else.

So then when we come to the final slide of this series for the south hotel, those two buildings, as measured from the closest port between the two, is 57 feet 2 inches between the two. That would be from the eave to the eave. The building -- again, we talked about that on the Beach House, that's the eave of the building. The walls of the building can be set back a little further than that.

So in this case when we're at 57 feet 2 inches, we're talking about a difference in height that's less than 10 feet. Once we landscape this -- this space in between it, you can see that the two buildings are extremely compatible to one another.

So with that I'd like to move on to slide SK7, which is the proposed north hotel. The previous slide was the south hotel. On the north hotel, as I started my presentation, I pointed out the purple area that was delineated by the LiMWA line, and that designates this building as a Coastal A. So when we're in the Coastal A -- going back to my original presentation -- our building height of 45 feet is measured from a different elevation.

So now we're going to compare that to the South

Seas Club. As I showed when I started, the South Seas Club is across the parking lot and a roadway over to their building. So the adjacency is much further away, but that's the closest building to where our new hotel is going to go.

So the difference between these two buildings is actually 22 feet 9 inches from here to here. So we are 22 feet 9 inches taller. If the South Seas Club got damaged and was to be rebuilt, it would be subject to the coastal construction control line, and it would measure its new height -- again, rebuilding the exact same structure on top of a compliant foundation, then our difference in height would only be 12 feet -- 12 and a half feet between the two buildings.

So as I move forward into the slides, again, this is our new hotel that is subject to the LiMWA compared to the existing current nonconforming South Seas building. And again -- or, I'm sorry, South Seas timeshare. So the difference here is 22 feet.

If this building got damaged and needed to be rebuilt -- oops -- then the difference would come down to 12 and a half feet building the exact same building on the new compliant foundation between the two.

So as I go to the final slide here showing that difference, these buildings are 155 feet apart from one

another. So our new hotel is here; there will be a parking lot in front of the hotel; a roadway that currently exists that passes between the two buildings; and then there's a setback from that roadway to this building. So we're 155 feet apart from one another, again, showing that the three-story hotel is still compatible with the timeshare units that are out there.

The next slide I'm showing here is not so much for a height comparison, but this slide was added to our presentation for the purposes of illustrating that the 1700 hotel, that was a previously noncompliant hotel that was not subject to the LiMWA line, was completely destroyed by Hurricane Ian. And this is just a simple comparison to let everybody -- remind everybody that we've always had a three-story hotel at South Seas. The 1700 and 1800 hotels were destroyed three-story hotels.

With that we'll move to the north end condominiums that we are presenting. Your question for me in the last hearing was what's our greatest distance -- or greatest height between two buildings. This is what would be the greatest height difference. But what I want to point out here is that the existing South Seas building is in a CCCL control zone and not built to that code. So it's -- it's at a much lower elevation

to where if we're subject to this coastal construction control line, we don't even start our measurement until we're up here at 21 feet, and that's where our 45 feet comes from. So the difference between these two buildings at 28/3, you'll see it gets mitigated when we get a little closer to the -- to the layout and start comparing the two.

So, again, the existing South Seas Club -- that is the timeshare -- isn't built to any current flood zone, so it's completely nonconforming; and the CCCL standard is what's going to push us up for our greater building height here that creates the separation.

If they were to exactly rebuild the timeshare on a new coastal construction compliant foundation, then the difference between the two buildings would come down to 18 feet, but that goes back to my original slide. When I'm comparing these two buildings and I show them 50 feet apart from one another, our building is on the north end of the island facing the golf course, and this is an existing building in the central portion. So that 50 feet is just the corner of their building adjacent to the corner of our building. We are working very hard to strategically locate these buildings so that we don't overlap the existing Ocean Club -- or has a minimum overlap with the club and the existing condos

that are there.

The last comparison that I'd like to bring up are the south end condos. The south end condos are to the west when you come through the main gate at the south end. These condos are subject to the coastal construction control line, again, the same 45-foot measurement that we have there -- catch up to the presentation here.

These show a height difference that is only 22 feet 4 inches, but the thing to keep in mind on this end is that the Beach Villas run north and south up the island, and we're building south of the south villa. So we're only southerly adjacent to one of the villas, and we're on the side of the building. We're not even off of the corner or in front of or adjacent. We're to the south side of the south building.

So then when we move forward into these comparisons, the existing Beach Villas are four-story buildings, they have four habitable floors within the villas. Although the fourth floor is a loft, it is still a floor by the Florida Building Code. We're coming back in with a new three-story 45-foot building height here, and that's that 22-foot difference.

If that building got damaged in a storm and had to be rebuilt again, if they put a four-floor -- a

four-story exactly same building in here, that would come down to just under 13 feet. Again, they could extend their roofline and create their mechanical wells and get that down well under 10 feet for the comparison against the two buildings.

So, again, when I compare these two buildings, the Beach Villas to the south, there's really not a balcony comparison like this because this would be the end of the Beach Villas building, and then this would be the corner of our building, so they're not directly adjacent to one another, but there still is a 50-foot separation. There's a three-story building adjacent to a three-story building, so I think the compatibility is very much consistent with the existing and the new.

And with that I'll turn it back over to Alexis, unless you have questions for me.

HEARING EXAMINER COLLINS: No, thank you.

MR. McLEAN: Thank you.

MS. CRESPO: I have about 50 slides. Some of them are very punchy, quick hits, but I just wanted to ask you that, considering the hour, if you wanted me to --

(Sotto voce between Hearing Examiner and reporter)

HEARING EXAMINER COLLINS: We're going to take a break -- we're going to take a break.

MS. MONTGOMERY: A lunch break or just a break?

HEARING EXAMINER COLLINS: Yeah, we're going to break for lunch and then resume.

(Recess from 11:40 a.m. to 12:59 p.m.)

HEARING EXAMINER COLLINS: We are back on the record, ready to proceed.

MS. CRESPO: Alexis Crespo with RVi representing the Applicant. I will be concluding the planning rebuttal presentation. I'm going to be touching on Lee Plan and LDC consistency, with focus on the compatibility policies in both of those documents, but also just a couple of housekeeping clarifications.

It was discussed at length during some of the public comment about the Applicant not conducting a required community meeting; so I just wanted to clarify for the record that no community meeting is required for this MPD zoning. We did conduct several; however, you have guidance for when community meetings are required in the Lee Plan for the specific planning communities, as well as in the Land Development Code. This is the Lee Plan Policy related to Captiva that dictates community meetings are required when you're amending Captiva community-specific provisions in the Lee Plan or LDC, meaning you are proposing a comprehensive plan amendment from anything under Goal 23 of the Lee Plan. Certainly this MPD zoning is

not requesting any comprehensive plan amendment; so per this objective and policy, we are not required to have a meeting.

Furthermore, Chapter 33 of the LDC outlines when meetings are required for communities, as well. As was testified earlier, 33-1611 excludes -- expressly excludes South Seas Island Resort from Chapter 33; therefore, the Chapter 33 meeting requirements also would not apply to this MPD, as it is wholly within the area defined as the South Seas Island Resort. This is true post Ordinance 23-22, as well as prior to adoption of that ordinance. So this has been the case since Captiva had regulations in the Land Development Code. So no meeting was required.

That being said, we did spend the time and effort to go above and beyond meeting requirements. So we hosted two community outreach meetings. We did those as open houses from 4 p.m. to 7 p.m. on the site. We conducted those meetings April 25th, November 7th. We met the requirements that do guide required community meetings in your Code by advertising in the News-Press. This is an affidavit of publication. We also noticed -- we also sent mailed notices to all owners within South Seas and those within 500 feet of the MPD boundary, which would pick up property owners outside

the South Seas Island Resort along that southern boundary. So if a meeting were required, we would have exceeded those requirements, and it is my testimony that, per the Lee Plan and the Land Development Code, these meetings were not, in fact, required through this zoning.

Another kind of housekeeping, I will call it, is related to the deviation criteria discussed during public comment. The Captiva Policy 23.2.6 does provide guidance for review of variances and deviations. It says, variances and/or deviations from the current development standards will not be permitted unless they meet all of the specific requirements for variances and deviations set forth in the LDC. The interpretation, the application of this policy, is that deviations must comply with the deviation criteria of the Code; variances, where requested, must comply with the variance criteria of the Code. This is -- and I believe Staff will testify to this, as well. This is memorialized through actions in Captiva, zoning actions in Captiva and how those have been evaluated. It's also evidenced when you look at other community planning policies, where they clearly state deviations must meet variance criteria. This is a -- that is a concept employed by the Lee Plan. It is not a concept

applicable to Captiva.

So Buckingham is a community, The Shores, North Olga, they all say your deviations in these specific areas must meet the variance criteria. So this is a well-documented concept. It does not apply to the subject property based on the Captiva policy. It's also applicable in -- Greater Pine Island is another example. And these are -- obviously I've given you these slides, as well.

So then moving into land use compatibility, we presented this definition at the initiation of the hearing, that it is not where you have matching or exact same land uses situated next to each other. It is where there is a neutral relationship between proposed land uses based upon fit, similarity, scope, scale, and reciprocity of characteristics, which we've addressed through the conditions, as well as the MPD regulations. And I just want to walk you through that more specifically.

So one measure is traffic compatibility. And we have in our modified comparison of the traffic generated by the current administrative interpretation approval, you can see there a total of 346 p.m. peak-hour trips under the development available under the ADD today. And that is using the more conservative

250 slips, whereas Hans Wilson demonstrated that it is possible to fit more -- more slips within the site, but we agreed at previous hearings that we would utilize the more conservative 250 slips.

When you look at the trips generated by the proposed MPD, you can see there is a reduction in p.m. peak-hour trips because the ancillary resort amenities, the marina, are not open to the public. So from a compatibility standpoint, functioning standpoint, the MPD is reducing the intensity, thereby reducing the trips generated by the project, and enhancing compatibility in that regard.

I want to touch on -- I don't want to rehash -- we've certainly been here a while, and we want to get through today, but just to walk through the size, scale of the different hotel tracts, starting with the south. So I want to specifically orient you with the hotel going on A-1, the water park area as it interfaces with Tennis Villas and the Bayside Villas.

This is an aerial from 2022. This is where you can see the former conference center, Doc Ford's, retail activity area in the southern portion of the site. This is the tennis center that existed for decades. In this location, you can see there's numerous tennis courts developed abutting the --

recently renamed, but for the purposes of this, the Tennis Villas, as we've been referring to it throughout the hearing, and then also interfacing with the Bayside Villas.

And just looking at this aerial, again, of 2022, you can see this is a very active and intense area of the property, where you have commercial open to the public, outdoor entertainment associated with said commercial; you've got a tennis center facility that can accommodate multiple games; these are lit tennis courts; you've got historical employee housing area, that entrance, as well; and then you've got predominantly transient condominium units that are very -- very high rate of rental within those, which we can -- we walked you through, and we'll also hit on right now. So I mentioned the tennis courts, employee housing, and the 5-acre commercial center all in this node.

And that's just a closer view. The parcel lines are not perfect in this -- this is GIS -- but you can see that all these things are very closely clustered together.

And that is another view.

I'll also draw your attention to these are lit tennis courts available for use -- and had been

available for use after dark where there are light poles in these images.

This -- this area that will be developed and redeveloped as a hotel with the recreational uses abuts the Tennis Villas. In my initial presentation, we walked you through this -- this is a 60-unit condominium. It is three stories with a loft, so four stories over ground floor parking. 75 percent of these units are within either the Timbers or Applicant's rental program or within a third-party rental program. So a vast majority of the units are available for one-day minimum rental.

And this is the chart we provided you noting that high rate of rental.

Also in this area is Bayside Villas; so that's 92 percent in the rental program available for minimum one-night rentals.

And the resulting development that Mark walked you through -- and I'm using the more conservative situation of what exists today. This is not the "if they develop" scenario. But based on what exists today, our proposed hotel built to the minimum standards, and how that will interface with the Tennis Villas. And it is my testimony based on the floors, the setback, the heights of these buildings, that they

are entirely consistent with the definition of compatibility within your Code and Comprehensive Plan.

So just to summarize the key points here, when you combine Bayside and Tennis Villas, 91 percent of those units are in a rental pool and function like a hotel. When I've stayed at South Seas in the past, I have stayed in Bayside Villas for one or two nights. These areas were historically abutting a tennis court complex, commercial uses, and employee housing. So high-intensity uses have always existed in this area. Our building is eight to nine feet taller than the existing buildings in this area.

Moving to the north hotel -- so this is Tract I-1, orienting you. We want to talk -- really walk you through the same data for this area.

Again, an intensive node of hotel resort style of uses. We've got the main resort pool/bar area, restaurants. This is where boaters would come up for meals, active events. The former hotel site, again, a three-story hotel has always existed in this portion of the property, and then you've got the marina and various restaurants also creating a lot of activity in this area.

This is another view looking over the marina area.

HEARING EXAMINER COLLINS: Okay. Can we go back

to that?

MS. CRESPO: Yes.

HEARING EXAMINER COLLINS: Where was the hotel historically?

MS. CRESPO: The hotel -- so this is the -- sorry. This is the Gulf of Mexico; this is Land's End; this would be the hotel.

MR. SPENCER: It's two buildings right there. That's the 1700 --

MS. CRESPO: The 1700.

MR. SOLOMON: And then the --

MS. CRESPO: And that's the marina.

(Discussion at Applicant table.)

MS. CRESPO: That is that pool area, and these are where the timeshares are located.

HEARING EXAMINER COLLINS: Okay.

MS. CRESPO: So this area, again, is predominantly -- predominantly the timeshares, which is inherently a transient use. These people are staying for one-week minimum stays. The Marina Villas is the closest abutting condominium, and that has a 78 percent rate of being within the rental programs offered; so, again, highly transient.

This is the image that Matt described of the closest building, which is the South Seas Club

timeshare located there at just under 42 feet in height, compared to our building constructed to the LiMWA standards at the 64.8 feet in height.

So to summarize, the northern hotel, again, abuts highly transient uses, predominantly timeshare. This has also historically been a very active area of the site, anchoring the northern end of the resort, and the buildings proposed range in height from 23 to 28 feet taller than existing nonconforming structures.

In terms of compatibility of the Beach House restaurant and Suraya, this graphic was also presented to you in previous testimony. This is the Beach House restaurant. The height of that building is 29.1 feet. This is the Suraya structure, a height of 42 feet. And you can just see from the footprint that these are very similar in terms of their -- their scale of structure, and certainly Suraya is taller than the Beach House restaurant, which is also a measure of compatibility, is how do these buildings interface with each other.

This is straight off the internet advertising the ability to rent this property. It was historically in the Applicant's rental pool over a period of time. It is no longer in that rental pool, but there's clear evidence that this property is highly transient, as well, being offered online for rental.

I'll note one-night rental of this property is not permitted, so it is a longer duration, but I believe it is no longer than a week, the minimum duration you can rent it for.

This property has interfaced with the event lawn. The beach area is just to the bottom of the slide. This is where there was the beach bar, food and beverage on the beach. This area was an event lawn. That is not to say that it was not heavily utilized for entertainment events and food and beverage as part of resort activities. So this is demonstrating some setup of events in this space. There was live entertainment frequently in this space.

Here's an image -- image of a band structure, and then daytime activities in the space.

So this property has always interfaced with the resort. This property has been located next to a heavily utilized area for resort entertainment, food and beverage, et cetera, with no restrictions on time frame, noise, other than what's in the Land Development Code for the property, as the ADD does not address consumption on premise hours, amplified noise restrictions, et cetera.

And we will continue to work on those, as we work with Staff on finalizing the conditions, but certainly

the MPD is enhancing compatibility by limiting use of this area and limiting the hours of consumption, limiting the outdoor entertainment in this area.

We have also -- I've made those points of similar scope and scale. We are also adding in the sound-attenuating wall and plantings, which will further supplement compatibility.

So to summarize the points, the proposed MPD will enhance compatibility with the internal uses within the South Seas Island Resort, as well as Captiva Island in general through the following measures:

We are decreasing the intensity and commercial uses of this property, including the marina area.

This is a decrease in trip generation.

The MPD development regulations serve to increase the required building setbacks. In some cases the ADD simply relies on fire code separation, whereas enhanced setbacks and separations are now required.

We are doubling on-site parking and have further supplemented the parking required for the principal uses through additional amenity parking that Staff will walk through.

The amendment will increase internal and external landscape buffers.

Will add in regulations to govern outdoor

entertainment and consumption on premise.

And will add in important conditions related to natural resource protection through the water quality monitoring, the golf course maintenance plan, the indigenous management plans that we've walked you through this morning.

So to conclude my testimony, it is my expert opinion that the proposed MPD is fully compliant with your Land Development Code and the criteria governing land development:

It's compliant with the Lee Plan in its entirety;

Meets the Code and qualifies for the deviations being requested, and as further conditioned by your Staff, it's compatible and will enhance compatibility with the existing and planned area;

Has sufficient access to support the proposed intensity based upon Mr. Treesh's traffic study, as well as the demonstrated trip reduction through the request;

Will not adversely impact environmentally critical or sensitive areas;

And will put current modern safeguards in place through the proposed conditions.

We have demonstrated, through the application materials, that the urban services are available to

serve the reduction in density but increased intensity via the hotel rooms.

We've demonstrated the proposed mix of uses is appropriate at the proposed location. This resort has been in place since the 1970s. It's a landmark of Lee County. The uses being proposed are modernizing what has been there for decades.

The conditions, as I've noted, provide safeguards to the public interest, and the proposed deviation will enhance the objectives of the planned development rezoning process by acknowledging this is redevelopment of entirely impacted areas in a coastal area that also warrants certain relief from Code requirements.

And with that, I am happy to answer any questions, or Greg Spencer has some slides to show you, as well.

HEARING EXAMINER COLLINS: Okay. I don't have any questions.

MS. CRESPO: Thank you.

(Applicant Exhibit 34 submitted.)

HEARING EXAMINER COLLINS: Thank you. This is Applicant Exhibit 34. It is another PowerPoint. What is this exactly?

MR. SPENCER: Hi, Madam Hearing Examiner, Greg Spencer again.

This is a PowerPoint. I want to illustrate a

couple things, give you a little bit of background information on Timbers; want to talk about some of the steps we take corporately in some of the areas we develop; and want to talk a little bit about some specific items as it relates to South Seas; and then since we haven't had an opportunity in any public forum, talk a little about our vision for the resort and what we're trying to accomplish.

Okay. Just by way of introduction real fast, Greg Spencer, I am the CEO of Timbers Company. I'm also the president of the ownership group that owns South Seas Island Resort. I am a native Floridian. I grew up in Tallahassee, Florida, went to school at Florida State University -- it's unfortunate what happened yesterday -- and then I went into the military, and I served on active duty for five years in the Air Force and three years in Reserves. So that brought me out of the state of Florida. I did relocate my company back to the state of Florida about seven years ago.

And the reason why I'm sharing some of that information is I've had relatives that have lived in Lee County since 1979. I've personally been going to Sanibel and Captiva since 1978. So you're going to see some pretty pictures of our other resorts around the world, in Tuscany and Kauai. I didn't vacation there

as a kid, but I did vacation on Sanibel and Captiva. And, you know, frankly, I do feel that I have a pretty good understanding of the historic development pattern. I can tell you there wasn't 20,000-square-foot homes when I was a kid riding my bike around the island. There wasn't a three-story structure that, you know, one of the folks that spoke against us built at the corner of Andy Rosse Lane. So there's been quite a bit of change over the years, but South Seas in particular is very -- is very, you know, personal to me, in addition to just my family growing up.

Next page, please. Next page.

MR. MENDEZ: (Complies.)

MR. SPENCER: So just to give you a little background again on Timbers, again, I just reference -- you know, these are all the places around the world. So we have 19 different properties around the world, everything from 4,200 acres in Tuscany to 450 acres in Kauai. We develop in some of the most difficult to develop areas on the planet, frankly; and some of them have, you know, very steeped historical significance. And I'll touch on that in just a second.

Next page.

MR. MENDEZ: Can you just do me a favor? Grab that clicker and click on the --

MR. SPENCER: Oh, I'm sorry.

MR. MENDEZ: And just see if that works for you.

MR. SPENCER: Oh, I'm sorry.

MR. MENDEZ: That's okay. I forgot about -- I've only been using it as a pointer.

HEARING EXAMINER COLLINS: He's used to having a staff.

MR. SPENCER: Not really, I've been putting this slide together.

So, again, we're in -- you know, we run the gamut; so, you know, we're in -- we're in mountain locations, beach locations, and -- and more kind of vineyard, you know, rural area locations around the world.

As far as our -- I don't know why it's only half going. There it goes.

So, you know, our company, we're based out of Winter Park, Florida. Again, relocated from the Aspen, Colorado, area about six, almost seven years ago; and, really, did that for a couple of different reasons: One, you know, I'm from Florida so -- I didn't own the company before; but when I did purchase the company, I was interested in getting back to this state. And, you know, frankly, there's 114 million visitors a year to the state of Florida, and it's somewhere where we wanted to focus our development on.

You know, again, you can see some of the areas. Our story, we focus on, you know, (unintelligible) markets. That is kind of our plan. That's what we look to do. We really try to focus on areas that have a -- a -- a very specific type of look and feel to them. You know, we want -- we want to embrace the authenticity of a place. We really want to focus on approachable luxury. That's what we try to do. So we don't want -- you know, nothing against Palm Beach or even Naples -- my partner develops in Naples -- but we like more the approachable luxury. That's kind of what we look for in our brand, and then, you know, an intimate scale. We'll touch on -- I've gotta give him a hard time.

MR. SOLOMON: I'm getting picked on.

MR. SPENCER: We can -- we'll touch on the scale, too, because I think the scale is something that's been distorted in this entire process.

And then we really do celebrate the environment, and we'll show you that through some real world examples.

Our experience -- I'll skip over this, but suffice to say, you know, we -- we aren't a -- you know, a fly-by-night developer. You know, this is what we do 365 days a year, we do resort development. I don't --

I don't build shopping centers; we don't do public storage; we don't do, you know, rental. We focus on resort development, and that's been our entire experience over the past 26 years.

Financial strength. You know, this is an important one, both -- all three of the partnership group within here have the financial wherewithal to go through not just one but three hurricane storms; and I frankly think that -- I question what would have happened if it would have been more of a club deal with South Seas, if a handful of people was like, okay, you do a little bit, and I'll do a little bit. You know, it would have been one thing to buy it, but what would have happened when the storm brought it to its knees. We do have the financial capability to execute on the plan that we put forward. We're not doing this just to try to position it and flip it. We intend to build out this resort. That's our -- that's the whole reason why we've been, you know, so patiently working -- trying to work through this.

Our approach, I've touched on that before. You know, no one project is alike. We don't have a cookie cutter. We don't just plop down a mold of what, you know, things look like. Oh, we're executing, you know, condo plan 64B. Everything is built specifically to

the site, and it's because the areas that we develop, that's what the market and consumers demand.

This is a key stat, just for a couple -- multigenerational travel. 92 percent of our owners are multigenerational, meaning that they -- you know, that they have -- they have parents, they have grandkids, like -- we don't have the dual income no kids. That is not our consumer. Our consumer is family-oriented. So a lot of the things about the water park and the golf course and some of the things we're trying to do, because -- you know, we're doing that because that is who our customers are, and that's what they're looking for. And then, you know, you can see the key markets. These -- a lot of these are the key markets that already serve the area.

And the other thing I'd just point out is, you know, a lot of these folks, this isn't their secondary home. This is a third or a fourth home, right, so it's a little bit of a different clientele than what you have -- and I think they expected traffic. A lot of these folks, this is a home that they want. They have some affinity to the area. They have family that live in the area. They aren't down here, you know, snowbirding for six or eight months out of the year. I think that's important from a traffic perspective.

As far as the different brands of Timbers -- Timbers Company has Timbers Resorts. That's kind of our upscale high-end luxury brand. We have Andiamo. That's our rental platform. Our rental platform -- you know, in Andiamo you can rent, whether it's in Tuscany or Kauai -- and, again, we plan on having the higher-end, you know, product offerings within South Seas within that. And then Soleil Hotels & Resorts is -- is what we're planning from a hotel perspective.

I'll skip over that.

I think this is an important slide because it does talk about our experience. So Hokuala is a 450-acre resort on the island of Kauai. It is an area that has a lot of historical significance. We have an endangered species management plan. We have five endangered species on that property that I'll touch on in just a second.

Casali Di Casole, that's 4,200 acres in Tuscany. That goes back to the -- the founding Florentine family. Lorenzo of Magnifico (sic), who was one of the rulers of Florence, it was an estate home for some of his family members. So we actually have, you know, Florentine royalty buried on the site. So we have everything from a deconsecrated church to burial grounds. We actually have a game reserve. We're one

of the only game reserves in all the Tuscany region, that we manage on behalf of the government, which means we have to manage all the -- all the species that are there, everything from flora and fauna, with truffles to wild boar, cinghiale. So we have to manage it.

This is the Virgin Islands. It's the entire western tip of St. Thomas; so it's 397 acres. This was bought by the Corning family from the U.S. Navy when the Navy owned the Virgin Islands, and this has a lot of significance, too. We have petroglyphs that go back to the Carib and Arawak Indians. Unfortunately, it was a slave plantation so we have slave burial sites; we have old sugar mill rooms that go back to the 16th and 17th century; and it's just a -- it's just a very sensitive part of the U.S. Virgin Islands.

You know, we are the lead developer. You know, we don't -- sorry, I don't know why it's not lining up.

We are the lead developer so we don't farm it out to other folks, and neither does my partner. So, you know, a lot of times you'll have someone that might be the applicant, but they're not the ones actually doing the work. They're the money behind it, and then they -- they just kind of farm it out. So, you know, I can tell you I've been actively involved in the day-to-day development out here, as I have been in the

other properties. And I do think that's a little different that some applicants you might come across.

Same goes for real estate marketing oversight. We sell it ourselves. That, frankly, is -- you know, of the 53 people that spoke against us, you know, quite a few have competing businesses, and it's because they have competing rental businesses, or they have competing real estate businesses; and, again, we plan on doing that ourselves so...

Master associations. There was a lot of talk about the master associations; and, you know, we have -- between all of our homes in Italy, we have probably 46 different HOAs that we manage and run; and in a lot of cases we are, you know, managing the board. Very complex, particularly in Tuscany, where we manage everything -- water, power, the whole nine yards. So we know how to work with associations; and, you know, frankly, in Vail we partnered with -- it was a bankruptcy transaction. We partnered with the HOA that was insolvent, and we actually not only got them out of insolvency, we funded reserves for them; but what it takes is you need an association that is willing to work with you. Like "free" isn't willing to work with you. You need someone that has some type of goal that you're trying to achieve, and I think we've

demonstrated that around the world.

The hospitality and luxury rental management -- can we resize that? I don't know if that's why it's off or...

MR. MENDEZ: (Complies.)

MR. SPENCER: Thank you.

So, you know, in this, you know, we manage our own clubs, too. You know, we don't bring in, you know, third-party St. Regis or whatever where they're managing it. We manage it on our own behalf, and I'll touch on some of the awards.

So, for instance, you know, if you look at Travel & Leisure -- you know, we've had World's Best properties across the globe, multiple properties, every single year except for when they weren't doing the scoring during COVID. The same for Travel & Leisure.

And, you know, if you look -- you know, our resort in Europe was the number one resort in Europe five years in a row. We're the number one hotel in Italy. We're the number two hotel in the world. That's the level that we operate at.

The other item is -- is if you look at -- in the U.S., we were the best resort in the U.S. for our property in Vail. We actually won the family category, and that's going to be important for what our goals are

for South Seas.

Just to give you a little bit of a flavor of what some of our interiors and our units look like -- because I'm going to show you what we inherited at South Seas -- this is, again, Kauai, a very sensitive site. You know, we've talked about bird strikes and all theses other things. All this glazing is turtle compliant. We've had zero turtle violations; we've had zero -- because we have endangered species we have to manage what's called takes, any kind of death of a -- of a bird. We've had zero bird strikes on that building, and we've been out there for ten years, directly on the coast.

Again, just give you an idea of the level of finishes and the quality that we do.

The next project, Kiawah Island -- could you pull that up a little bit, please?

MR. MENDEZ: (Complies.)

MR. SPENCER: The next one.

MR. MENDEZ: (Complies.)

MR. SPENCER: Kiawah Island -- that's Kiawah Island, South Carolina, again, a very sensitive site. We actually -- it's interesting, the community actually pushed us -- we had more of a modern design. They pushed us for a more -- I'm sorry, we had a

traditional design. They pushed us for more of a modern design. So, you know, that's where we had worked with the community on what they want to -- what they want to look at, what they want the community to look like.

You know, again, you can see all the native species that we planted there. We did -- instead of just having exposed stairwells, we did cover them up. Where we were allowed for wind code, we do have some privacy screening on the building. It gets a little tougher when you get into the wind-loading code. It sounds simple to just -- why don't you screen something for bird strikes, but it gets harder when you start trying to get all the different codes to -- to align.

But that project, I would note that right here on the edge of it -- you can barely see it -- but those were -- those were townhouses that were built in 1978. They're -- you know, they had 8-and-a-half-foot-tall ceilings, they had a loft; so they're maybe 20 feet tall over grade, and those buildings are right around -- I believe it's 52. So we had this kind of similar condition where, you know, in some of these coastal areas they gentrify, and, you know, you build newer, more modern product for what consumers are looking for.

Again, just to give you an idea of some of the finishes.

This last page just shows you our collection of properties. I would note that we have an exchange program that allows -- it's a closed-loop system so owners can only exchange with other owners within the system. And, you know, we do that because it's -- our folks like to travel, right; and, you know, selfishly we try to sell them real estate while they're there; but, you know, we do have that exchange program; but it's closed, only to the other owners that own at that -- own at that resort.

So that's a little bit of the background on Timbers.

I want to talk about kind of our track record in sensitive areas; I want to talk about our community involvement; then I want to talk about South Seas resiliency, since that's come up a couple of times; touch on transportation; and then I'll talk about the vision.

So if you look at this property -- so, again, this is Tuscany, 4,200 acres. We actually have -- these are artifacts that we found when we were renovating an old ruin. So these go back to 4 BC. These are Tuscan ruins. We worked with the -- the Belle Arti, the Fine

Arts Commission in Florence. We basically got these -- these are on display in our spa in the hotel; and, you know, it's become an educational piece. So, again, we know how to work in sensitive areas; and, frankly, we embrace that.

Also, the hotel, the oldest part, the tower in the back goes back to the 7th -- to the 7th century; and then, you know, this is our -- our natural amphitheater. We actually had Andrea Bocelli perform there, you know, with no amplified music. You know, the Italians kind of knew how to project sound; so it was a great performance.

This next page, this shows you what some of these structures look like. So this was the castle which became the hotel, abandoned after World War II. This is what it looks like, in the lower page, in the current state.

Here's another ruin. So in Italy you can't just build stuff as of right. You either have to build an old ruin that looks like it's in that state, or you have to have evidence, whether it's archaeological or photographic, of what a building -- where a building used to be located in this part of Tuscany.

So this shows you an example of where there is a ruin that we renovated. So that's what it looked like

when we bought the property. This is what it looks like now. And, you know, this is one wing of it, what it looked like and what it looks like now.

This is for Kauai. This talks about our habitat conservation plan. So we actually have five endangered species. You can see we track all of them. A lot of these are found only in the islands of Hawaii. And, you know, on any given day we have between 200 to 500 endangered species on our property. They are birds so they can fly. They're not, you know, a hostage there.

But we do have -- we have an interesting problem. We have an airport not far from us. So we have the Department of Interior that told us you have to have a habitat conservation plan; we had the airport that told us we don't want birds around the airport, and we want you to haze them; and we were specifically prohibited from hazing the birds in our conservation plan. So we actually partnered with the Department of Interior. We actually got a natural predator hazing program established, which was using working dogs to -- to haze the birds. We trained them not to attack the birds but to -- to kind of corral them and send them to the parts of the property that weren't adjacent to the airport. And it was actually featured on the Disney Channel as -- and we got a bunch of awards for, you know,

coming up with a creative way to keep two government entities happy.

I know we talked about here the signage. So, again, these are nênê, very significant to the Hawaii culture. We have nênê nesting signs. We train our entire staff on what to look -- look for in these endangered species.

Construction monitoring. We monitor that already. We have the signs, the speed bumps. So we have 38 educational signs, we have speed bumps around the property.

Technology. I know we talked about the golf carts. The reason, when we first bought South Seas, we changed to electric carts, it allows us to geofence, so geolocate sensitive areas, and the carts cannot go there. They basically power down. So we use that same technology out in Kauai to prevent people from going into the areas where we've tried to create some -- some habitat for the birds.

And we also do discovery tours. This is actually one of our most popular amenities. Even though -- you know, it's funny. You build these really fancy infinity edge pools and all this other stuff, but what people really want to do is they want to experience the island. So we have a biologist, a state biologist that

we pay for. You know, we've done 133 bird and nature tours. We take the little kids, the local residents, anybody can come out and do our discovery tour, and that's been wildly -- wildly successful.

The other thing we do is we do owner newsletters. So this is in Jupiter, Florida. Juno Beach has a loggerhead turtle rescue site, and whenever they have nesting seasons -- this was actually a rehabilitated turtle so don't think that everybody crowds around the turtles while they're trying to nest. This was a turtle that was at the sanctuary center that got released, and -- and we -- you know, they encourage people to come out and celebrate the release of a -- of a -- you know, a threatened turtle back into the species -- into the ocean.

This is our -- we sponsored the International Coral Reef Symposium in the Virgin Islands. We have, again, endangered species of -- of coral in the bay in front of our property.

And then we get our local concierge teams -- so we love to set up trips where our owners can go participate with different, you know, habitat -- like CROW -- you know, and be part of the -- part of learning about the environment.

The other thing we do is, our company, we donate

over 10,000 hours a year to philanthropic efforts, and you'll see here -- so Folds of Honor is one of our corporate philanthropies. We actually have the tarpon tournament that we alluded to earlier. That's going to take place on May 23rd. It's our second annual tarpon tournament. We raised $200,000 last year. And Folds of Honor provides scholarships to fallen solders and first responders, to their family, not just the kids but for the parents, as well. This is near and dear to me. I had a fraternity brother who was killed in Afghanistan and left behind a six-month-old daughter. So this is my friend, he started this -- this charity, and it -- it means a lot to us.

So, again, this is one of the efforts. This young lady here, her father was in Special Forces, and he died in Afghan -- I'm sorry, Iraq, and so she spoke last year. And, again, you know, it's something we do. So all those scholarships -- we require the scholarships to be kept locally. So last year we funded 40 scholarships in the Greater Southwest Florida area.

This next page shows, again, more efforts. This is our South Seas team that does the beach cleanup on Captiva.

This is our Kauai team that's doing the beach

cleanup in front of the coast on Hokuala.

This is out in -- in Colorado where we did a river cleanup day. We do that both for our Steamboat Springs and Vail.

And this is our corporate office.

4 Roots is an urban farm that gives all the food away to disadvantaged families.

And then this is where we work with Harvest Time International to sort clothes from Disney, Universal, et cetera, for, you know, shelters and people that need it.

Next page.

MR. MENDEZ: (Complies.)

MR. SPENCER: There's been a lot of talk about us, oh, these guys don't really care about resiliency; they're not really doing this for resiliency; they're just greedy -- greedy developers trying to get more height. It couldn't be further from the truth. If you look at this page, this is the actual (unintelligible) resiliency. This shows what we are doing around the property, everything from elevating generators, building secondary dunes, building -- building additional water storage on the golf course. You know, that -- that lake that used to be in front of Land's End, it was only 18 inches deep. We built it to where

we could hold a significant amount of water to improve the stormwater. So, again, throughout the property, you can see where we're doing flood barriers, we're raising it up, and -- and, you know, I think it's the right thing to do.

Next page.

MR. MENDEZ: (Complies.)

MR. SPENCER: This shows that revetment that you were asking about earlier. Again, you know, we're doing this adjacent to our land; we're doing it adjacent to land that we don't own. You can see this is -- you can see the different size of the boulders. Those are the bigger 10-ton boulders; those are some of the smaller ones. You need a mix of both to harden the site. And -- and this is actually, you know, behind a condo that we don't own where we're repairing their seawall as we're doing this work because we already had a building permit pulled, and it made -- or a DO pulled; so it made sense to do that work.

This is the secondary dune that we talked about planting. So I don't know if you can see it in this middle picture, but it goes pretty far down there. And we actually had to be -- you could not find sea oats and railroad vines in the state of Florida because everybody's bought it up for all the damage. So we

actually had to contract a nursery to grow them ourselves, so we had to like grow these from seeds.

So we -- we -- if you go to the next page, please.

MR. MENDEZ: (Complies.)

MR. SPENCER: This shows -- this shows the length of the dune that we've planted. So it's this blue area. That's the length of the dune. Obviously we have two breaks in it so people can get through. But what these blue circles show is we've actually set up irrigation in that area. Normally you plant those dunes, and you let Mother Nature just take its course, and some of them -- some of the plants live, some of them die. We don't want to risk that, and we're trying to accelerate, because it takes about 18 months before they can hold the soil for a storm impact. So we decided to start -- to start irrigating that to try to get it to propagate and grow a little faster.

This is our transportation plan. You know, when Shawn spoke about South Seas, first, you know, I think he -- I think he clarified it, you know. Really, he was talking about transportation that was third party. We personally don't have team members that just drive back and forth, at least currently. But I do want to point out these are three just -- I'm sorry, four properties just to show that we do do this.

So I got the stats for 2024:

Timbers Jupiter, we had a total of 1,413 trips in a 5-mile radius using our own vehicles. In the case of Timbers Jupiter, they're Suburbans.

Kauai, we had 1,912 airport round trips. We use a mix between a Sprinter van and Suburbans for that.

One Steamboat Place, we had 2,031 airport and local trips. This van right in the middle is -- we have a fleet of vans like this that we use to pick up people.

And then finally in Italy, you know, we had -- it's a little smaller property -- even though it's big in scale, we don't have as many units. We had 482 airport round trips. We even picked up people as far away as Rome.

So when Timbers was -- when Scott was talking -- I'm sorry, let me try this again.

When Shawn was talking about South Seas, he wasn't talking about the Timbers site. This is what we plan on doing for the new stuff that we're building. So it's just a -- it is a slightly different level of service.

And then, finally, I touched on it before, but, you know, I know you've seen the trolley map. In all the new amenities, there's a lot to do about look how

close it is to the road. Well, we actually have trolley stops in front of all these amenities, right? Before it was like, okay, well, if you're going over here, walk all the way down the road to the central trolley stop, and we'll pick you up. You know, when -- when we built the -- part of the reason why the overhang is the way it is at the Beach House is so people can wait out of the weather or out of the sun for the trolley to pull up. The same thing goes for the spa. There will be a trolley pull-up on the opposite side of the road for the spa, and -- and I'm talking 25, 30 feet from the stairs. And the same goes for the amenities at the south end. There's a trolley stop directly in front of the water park.

Next page.

MR. MENDEZ: (Complies.)

MR. SPENCER: So to talk about the Timbers vision. So, you know, our goal is simple. You know, we want -- we really want to make South Seas the number one family resort in the United States. And when I first -- when we first took this over, people are like, well, you know, that's -- should we be number one in Florida or maybe in Southwest Florida? Why not the United States? It's the goal we set up for -- for our property in Colorado; it's the goal we set up for our property in

Italy; so that's what we're trying to shoot for.

But, you know, frankly, prior to our involvement, South Seas was struggling; and I'm going to illustrate that in a couple different ways. I love how everybody talks about South Seas, but when you talk -- when you really have an honest conversation with people about South Seas, they're like, oh, it was great, but, you know, it was getting a little tired, and it was getting a little dated. And, look, when we bought it, Blackstone had starved it of -- of, you know, intellectual, emotional, and physical capital, and it was clear. You could see it in the resort. And, frankly, for someone who had been going there the past 40 -- you know -- 3, 44 years, I saw it firsthand.

So, you know, we really took a good category -- someone mentioned due diligence. We did do our due diligence on what the property looked like, and just knew that we had to invest in a lot of different things. So, you know, we invested in employees pre-Hurricane Ian. We became the highest-paid starting wage on either island of Sanibel or Captiva; and, frankly, several of our neighbors weren't happy with us that had hospitality businesses. But we felt that if we were trying to take this to the next level, we had to have the right team to take it to the next level.

Amenities. We realized -- and you'll see the slide in just a second -- we had to commit more money to amenities. You couldn't just get by with, you know, 900 people crowding around two small pools. You had to -- you had to upgrade what you were trying to do.

We didn't plan for it, but we've spent $50 million on our hurricane cleanup to date, and I think in this whole conversation that's been lost. A lot of people have -- have, you know, discussed our compliance with plans and made it sound like we were taking a brand-new cow pasture and making a resort out of it. This resort has existed in some way, shape, or form since the 1940s.

And then, you know, the post-resiliency, we're even spending another $10 million after Ian -- I'm sorry, after Helene and Milton to further harden the property.

So -- could you -- actually, go back one.

MR. MENDEZ: (Complies.)

MR. SPENCER: So, again, I talked about the resort being in decline. You could see this on hospitality ratings; you could see it on social media. We had consumer behavior. There's a reason why we're converting the conference center. Groups weren't going there anymore. A, the makeup of group travel had

changed; but, more importantly, the resort was getting tired, and it was showing it. I think before -- the year before we took over, the resort did some 50 weddings, and a location like that should be doing 100, 150 weddings a year, but people were voting with their feet.

The hotel was -- was aging. You didn't -- there was no services at the hotel. You checked in two and a half miles away; you drove all the way out to a hotel that didn't have any bell staff, no front desk, no nothing, and you used your key -- I can't tell you how many times when I was doing both my due diligence, and even after we bought it, that I would go all the way out there, if my key wouldn't work, I'd have to get back in the car and drive all the way back up to the front to check in to get a new key. And it just was -- that was just what was happening.

And then I think you saw the vulnerability of the aging structures. I, frankly, think this is going to be experienced a lot on both Captiva and Sanibel, and further within South Seas, is that these buildings built in the '70s aren't built to withstand these kind of storm events.

Next page.

MR. MENDEZ: (Complies.)

MR. SPENCER: So everybody said, you know, where did you rank? This was pre Ian. We ranked as the 110th best resort in Florida. We never had any formal Forbes Travel Guide ratings. We were three diamond, and I think --

HEARING EXAMINER COLLINS: Three diamond?

MR. SPENCER: That was probably -- that was probably generous, to be three diamond. Never awarded World's Best by Travel & Leisure, Condé Nast, even Tripadvisor. And, again, the infamous U.S. News & World Report ranked us 110th in Florida, right, and contrast that against what -- what we've done as a brand.

Next page shows you kind of what some of the amenities were lacking. It shows the JW Marco, Hyatt Coconut Point, Don Cesar, and you can see kind of what the diamond ratings were, what some of your options were, what you had. We didn't have a spa. The spa was in a retail corner of our shops, and, you know, that's just not a five-star experience. So it's really just trying to illustrate some of the challenges.

This next page was the one that was most shocking. So we actually -- this is -- what was off of Tripadvisor. Basically we had 86 percent negative feedback on the condition of the property, the physical

condition of the property. And we use a system at Timbers called the Net Promoter Score. It's used by all the major luxury brands, and it's a score of negative hundred to positive hundred. We did a survey the month after we took over the resort. South Seas was a negative 30. So that means if you had 10 people come, 3 were never coming back. To contrast that, Timbers was at 94, and the luxury benchmark standard is 76. So we knew we had our work cut out for us when we first took over the resort, and it was going to be a pretty -- pretty heavy lift.

This just shows you -- this isn't our conjecture. These are actual Tripadvisor comments, and this is what the units looked like. There were parts of the hotel that hadn't been updated since the '80s. And, you know, look, I have friends that work at Blackstone, that I went to school with; and, you know, their approach was, you know, squeeze every dollar out of a property; and they wait for a different change in the market. Our approach is to add value to what we do and try to make our money that way.

But you can see where some of the scores were and the feedback, you know, people -- "disgusting" is never going to get a repeat trip.

So that was kind of the call to action. We knew

we had to do some things different. We certainly didn't plan for Hurricane Ian. Everybody said we ripped down the hotel just to build a new one. That is not true. After the storm, we actually worked with the County. We were trying to pull building permits. We were told that we were in a coastal flood zone, and we said -- we didn't believe we were. 52 days after Hurricane Ian hit, the new FEMA maps took effect, and it moved the entire hotel in the coastal zone. We were over 50 percent; we could not build back. We had already ordered all the roofing material, we had already ordered doors, and we worked with the County to try to see is there any exemptions, is there any grandfather that's been tossed about, and the answer was no. We had to comply with the flood and the building -- particularly this building, the lowest structural member did not comply with the new LiMWA flood zone. So we had no option but to take the hotel down. I don't care what anybody tells you. You can check with -- with -- with County Staff. We were told we had to take the hotel down.

This shows -- you asked what got damaged. So there used to be a nice little golf course there. That entire revetment was blown apart. This is Ian. We actually had boulders and sand all the way through

Land's End, and it just shows you the destruction. We lost our T dock.

This shows you -- again, this is kind of the revetment where it got blown away. We've talked about this -- and, you know, I think that's the most disappointing thing, is like we have cleaned up all the roads with the Fire Department on the island after three successive storms. Never heard anybody, you know, even acknowledge that, let alone thank us for it.

This top picture, there was 110 million pounds of debris hauled off after Hurricane Ian, and we know because we helped coordinate the pickup, not just for ourselves but all the HOAs, with the FEMA contractor.

And the most surprising stat is 60 percent of those structures didn't have wind damage; they didn't have water damage. They didn't have power for three weeks, or their air conditioning system was sitting on the ground, and so they had mold. And so I don't think we should be in a situation where because of an old height restriction, you can't put your mechanical on top of your roof, protect it from wind, and you shouldn't have to rip out buildings just because you didn't get damage, but didn't have power. And so everything we're trying to do is to address that.

This is the tennis -- you know, again, everybody

is like, oh, they just ripped that out to build a water park. Those tennis courts were buckled. We had -- this was our check-in building. It had major severe structural damage so, you know, we basically had to take all that down.

Land's End. I know they talked about the road and, oh, my God, look how bad they are with the road. Well, their road entirely washed out after Hurricane Ian. We weren't contractually obligated to repair it back, but we did, to the tune of 350 grand. Now we're hardening it further with revetment. And we did provide temporary access across our property so they could get access to theirs while we rebuilt the road, and had to permit it.

Just to give you an idea of some of the completed projects, look, you know, we -- this entire north pool complex got heavily damaged during Hurricane Ian. We built it all back. This is the new golf course, the new lakes. You know, we are doing even more littoral plantings around the lakes just because we want it to be more vegetated. We like the birds and everything there.

The next page, again, shows you our completed golf course. This is -- this amenity did not flood. It was at nine foot above flood during Milton or Helene. We

didn't have any damage. We actually parked a lot of vehicles around it. And it shows you that when you raise things up out of the flood zone, they actually perform, which I think is what we should be encouraging everybody to do in these coastal environments.

This shows our restaurant, so that -- we finally got that reopened about a month and a half ago -- and this is from Ian, not from Milton. So we finally got the restaurant reopened, dramatically changed the look and feel of it. You can see we're trying to take -- we're trying to upgrade the entire experience out there.

The same goes with the pool deck. We spent almost $4 million to rebuild the pool deck after Hurricane Ian, had some further damage after Milton. These are -- this is -- this is Scoops and Slices. It used to be in a building that got totally destroyed by Hurricane Ian. That was our old kids' club. So we took that out and repositioned it mostly because it was raised. So this is 11 foot above sea level. We didn't have any water damage there. What we got is some wind damage, but we put wind-rated windows throughout, we've anchored mechanical systems better, et cetera.

And then this was our -- our grocery store

provisions. You know, one -- one young lady that, you know, talked against us -- I mean, you know, she's not happy because we put a -- we have -- you know, this is a grocery store. It competes with her grocery store. And we upgraded significantly this grocery store and --

HEARING EXAMINER COLLINS: Is this within the resort?

MR. SOLOMON: No.

MR. SPENCER: This is -- this is not within the MPD. It's across the street. So this is -- but we own the shops there. So we have Lilly Pulitzer and J.McLaughlin, Starbucks. This is our grocery store. Before it was -- it was not well done, but we've added, you know, grab-and-go food. It's just to try to keep people from having to drive all the way to Sanibel to get -- to get groceries.

Again the water park -- you know, this is that area we were talking about, Madam Hearing Examiner, about the restaurant. So, again, the gates close off. This is the covered outdoor dining. This is the open-air outdoor dining, although there's a pretty big ficus tree there. And, again, this is more family-oriented. There's no -- this is to get pizzas and hamburgers and, you know, things like that at night. It's not a three-meal -- meal, it's not a bar

scene, if you will.

And then there's the slide structure where we talked about the cover that exceeds the 35 feet.

This, again, shows you this. This is a $22 million amenity that we're building next to the Tennis Villas, and I think it's a game changer. And some people ask, why did we put it on there? That's because 61 percent of the units were at the south end of the resort, and so there were no pools, there were no amenities. They had to drive all the way to the north end to use that pool I showed you a couple slides back, and everybody crowded in there. So that was one of the things that we realized, is we got the feedback that we needed to upgrade our amenities, but we also wanted to try to calm down some traffic.

That's why the first week we took over, we made the trolleys available to everybody for free. That's not how historically it was. You had to be in the rental program to use the trolleys. I thought that was asinine. So that was the first thing we did.

The second thing we did is we had a third-party cart concessionaire that had gas carts. I didn't like the sound of gas carts; and, frankly, you couldn't control where they went. We had golf carts -- someone said golf carts don't drive on the beach. You're

right, they get stuck on the dunes. We used to have to fish golf carts off the dunes. And like when I met with the State of Florida, one of the first things DEP said is they didn't want golf carts on the beach. So everybody acts like we're trying to penalize someone. We were asked by the State of Florida to limit the golf cart access to the beach, and we did that.

The other thing we did is we tried to put more amenities in. So that shows you the water park.

This is our -- our spa/fitness center that we're building across -- next to the marina. Unfortunately, the cost on this thing is ballooning, but this is almost $22 million, another amenity that we're putting in there for folks. So it will have an elevated fitness center -- we have to get it up because of the LiMWA for flood. So this will overlook the marina; so the marina is directly in front of it. This is the second floor yoga studio, and then this is the spa treatment rooms.

We made this building a littler nice than -- or not nicer, a little bigger than we had because we lost -- our marina used to have bathrooms and shower facilities for marina guests. Those got destroyed during Hurricane Ian so we had to make those up. So what we've done, instead of building a separate

building, we just incorporated it in the spa. So, you know, you typically wouldn't need -- you know, I think we have like five showers. Normally you can get by with two. You know, we made that a little bigger. We put some lockers in here for the marina guests, when they're showering, if they're going to go out to dinner -- so we did try to change that up a little bit, and we are trying to combine some uses.

This is -- I know we've talked about this a lot. You know, I don't think you've seen any pictures from inside, but this is the Beach House. Unfortunately, this is our professional rendering, and we'll get them to add back in the wall that we've talked about, but you've got the shade structures, you've got the wall.

You know, basically, when it's temperate, you know, that can open during the day. We understand at night we've got to be turtle compliant, so those doors are turtle glass. We know during season, once it gets past a certain time, we'll have to put the doors down. So really the only people you'll have is -- is kind of out on the patio during turtle season.

And that's it. That's really -- just wanted to give you a flavor of -- of why we have pushed for and done some of the things that we have -- what we're trying to pursue with this rezoning. It really is

about trying to elevate South Seas. It's trying to position it -- hopefully there's, you know, some developer 49 years from now saying, well, I don't think the Timbers guys did it right. I would have put this over here and that over there. That would be a good thing because that means that, you know, you still are getting those people coming back to Lee County, coming back to the island, creating the memories, appreciating the environment, and that's the condition we're trying to do. That's what I experienced as a kid. And I've been in close contact with Al Ten Broek, who was the original developer with Mariner; and, you know, I've run through these plans with him; and he understands why we're doing this, and he supports it. And, you know, hopefully, you know, I can experience that someday in the future.

So we appreciate your time and consideration. Happy to answer any questions.

HEARING EXAMINER COLLINS: Thank you. I don't have any questions.

MR. SPENCER: Thank you.

HEARING EXAMINER COLLINS: Does that conclude Applicant's presentation?

MS. MONTGOMERY: Yes, ma'am, unless you have questions for any of our witnesses.

HEARING EXAMINER COLLINS: Not right now, no.

MS. MONTGOMERY: Thank you.

MR. MENDEZ: Madam Hearing Examiner, what time do we have right now?

MS. CRESPO: 2:05.

MR. MENDEZ: I am happy to say that we will be finishing this in the time remaining we have. I'd like to submit -- again, this is Adam Mendez, Community Development Principal Planner, and I have a copy of Staff's rebuttal PowerPoint presentation. I have two copies. And I also have a copy of the Natural Resources' responses to the Hearing Examiner's questions. And the last exhibit I have is Environmental Sciences' responses to Hearing Examiner questions, for three exhibits.

HEARING EXAMINER COLLINS: So Staff Exhibit 6 is the rebuttal PowerPoint, 7 is Natural Resources --

MR. MENDEZ: Memo.

HEARING EXAMINER COLLINS: -- memo responding to the Hearing Examiner request for additional information, and then Exhibit 8 is the Environmental Sciences --

MR. MENDEZ: Memo.

HEARING EXAMINER COLLINS: -- memo.

MR. MENDEZ: Yes.

(Staff Exhibits 6, 7, and 8 submitted.)

HEARING EXAMINER COLLINS: Okay. Just give me a moment to mark them, and then you can begin.

MS. MONTGOMERY: Do you have an extra copy of those memos?

MR. MENDEZ: I believe I do in the chair right there. Is there one --

MR. SOLOMON: No, there's nothing -- nothing on the chair.

MR. MENDEZ: Oh, no, somebody stole it. I will get you a copy, I promise.

MS. MONTGOMERY: Thank you.

HEARING EXAMINER COLLINS: Okay. You may begin.

MR. MENDEZ: Okay. Well, I want to say first on the record that we've -- we've certainly heard a great deal of rebuttal from the Applicant, and I don't intend to repeat much of what they've said. I think it was a great presentation. I thought the height discussion was enlightening. I think that was -- that would have been great up front. And I understand that through the motions of this hearing that it arrived at this level. And I think that I can probably clarify in my presentation the locations of some of those buildings, but Staff's analysis initially in the Staff Report, we came to very similar height estimates in the Staff

Report based on the flood zone, based on how height is measured.

But I want to just move forward on to the first point, which is the delta discussion that you -- you, quite frankly, pointed out directly in your memo, is to discuss what the difference between this MPD zoning and what can currently occur on the 120.5 acres that we're considering, so we can determine what the difference is.

And we heard, through five or six days of public comment, that the delta was simply 272 and 628, and that's the delta. And that's simply an oversimplification of the underlying zoning, the underlying administrative approval, and I'm going to walk through some of these areas. I know this has been put on the record. This is just Staff's position in terms of the impacts of this MPD on the island and how we see it as, in some fashion, a net decrease in intensity. When we talk about intensity, we talk of a whole spectrum of things. Traffic being the common thread that we heard in this -- in this hearing so far as being most impactful because more trips on the Sanibel Causeway, down Sanibel, and up Captiva meant more environmental impacts, more impacts on pedestrians and so forth. And so that was really the common

thread, and I thought that the Applicant's first day of rebuttal they presented you with an ITE trip generation based on what might possibly go on this property under its current zoning condition so we can try to measure that delta.

And so the first thing that needed to be discussed, in addition to the 272 -- we'll call them multi-family units for the purpose of this discussion -- was the 5 acres of commercial that the Applicant has and can develop.

And so this is the -- I'm sorry, this is the 2002 master development South Seas Resort plan. This was adopted as part of -- as appendix of the administrative interpretation, and it actually has a legal description of the 5 acres. And you can see there's two parcels that comprise 5 acres. There's Parcel 1 where the Chadwicks commercial was, and then right across South Seas Plantation Road -- so here it is right here. The hatching on the plan is what I've tried to put a perimeter around here in teal or whatever color this is. But you can see there's a smaller parcel on the other side of South Seas Plantation Road where the employee housing was, and then there's what is most of 5 acres located on the east side of South Seas Plantation Road.

And so in that ITE, you saw that they estimated 50,000 square feet conservatively. Now, I'm going to say conservatively. That's what they use on an upland parcel somewhere in Lee County where there's different requirements, like different parking requirements. And we'll get into parking, as that was one of the primary points I have to hit on with respect to amenity parking, but I'm going to walk through now the other component that needed to be weighed in on this discussion of delta, and that's the CM zoning.

There are 10 acres plus of commercial marina zoning. That zoning originated in 1990, 19 years or 18 years after Z-72 -- I'm going to mess it up, but the 1972 zoning resolution. So this effectively rezoned property out of that 1972 zoning resolution to commercial marina; and the uses that -- on this 10 acres of commercial marina that are possibly we'll get into, but that's part of this delta equation.

The next equation -- or the next item of consideration, when considering the difference in impacts -- and I didn't see this on the Applicant's delta slide, but it's the resort amenities, which are and have historically been open to people other than people who are residents or resort guests of hotels. You can see here I have a silly little weighted scale

here, but this is our delta chart. And it shows, for the purpose of our conversation, we're developing 272 multi-family units, that the delta is 435 hotel units, but it's negative 79 multi-family units. We're going to 193 multi-family units. 272 would be permitted under the ADD. So there's a net reduction in density; there's a net reduction of 10 acres commercial marina; there's a net reduction of 5 acres general commercial; and there's also the golf course and other resort amenities that I'll discuss.

When we think of 50,000 square feet on those five acres, you might think that that's kind of hard to fathom. Well, it's existing right now. This building that was convention space, conference space, restaurant, other uses, maybe retail, it's over 50,000 square feet in floor area right now. And why I say that, it's not in -- it's not infeasible to say that this could get bigger or larger and for -- to emphasize uses that would be daily attractors across the causeway, to emphasize its resort amenities -- they're subject to this really low parking requirement now. And I have it circled here, this is the 2002 master development plan. I've highlighted the area of the plan where it says, commercial area at the south end of the property, except conference facilities, shall be

required to provide a minimum of 1 parking space per 1,000 square feet of retail, restaurant, lounge, or commercial use, excluding kitchens and other back-of-the-house areas and service facilities.

Well, I'm just going to come up saying 1 parking space per 1,000 square feet is 1,100 or 1,200 square feet -- 1,100 or 1,200 percent less than what a restaurant would be parked on the mainland. That's 14 spaces per 1,000 or 12 and a half spaces per 1,000 in a mixed-use scenario. So 1 space per 1,000 is already a really low requirement for restaurant/retail. That's more akin to a warehouse parking requirement. In addition to that, they exclude areas of this building that they consider back-house areas or conference facilities from the parking requirement altogether.

So of this 50,000-square-foot facility, it wouldn't even require 50 parking spaces under the current regulations, which we're now going to move into a more modern zoning district where we have modern parking requirements.

Kind of going through that scale I had, the -- the golf course, again, the administrative approval defined the area for which the golf cart was -- golf course was. It's just the 1973 resort area. This is where, I believe, Lady Chadwick departed. Members of the public

were welcome to come out and participate in dolphin tours. They didn't necessarily have to stay at the resort to -- to go on that charter. Other charters could take off. This is a commercial marina zoning district, marina land uses.

And in this 1973 resort area, we've historically had this golf course also open to the public. You don't want to stay at the hotel or multi-family -- and I don't want to kill that but...

I want to start talking about your parking question in your memo, and you had a concern over the amenity parking. And I think the real major concern was, based on what I could read, that there's a separation between the north and south cluster, and how are we going to reasonably park these amenities, and was it considered initially, did we have parking calculations to consider these amenities? Because there's a provision in the Code that allows hotel guests to use ancillary uses, and provided it's only available to hotel guests, no additional parking is required.

Well, we have a unique situation here where we have a resort land use where multi-family and hotels share amenities. So it's -- my testimony here is that Table A and Table B of Land Development Code

Section 20 -- Land Development Code Section 2020 don't really contemplate a resort land use where residential and commercial share an amenity.

So we are going to go through this exercise, but I want to just start off at the top, to just go back to this 19 -- I'm sorry, 2002 master development plan that says parking. These standards -- which, again, the hotel and multi-family was parked at half of what we currently park those uses at, as Ms. Crespo testified.

Parking. These standards recognize the developer's long-standing commitments to transportation alternatives to the automobile on Captiva, including pedestrian and bicycle transportation via pathways provided throughout the SSRD -- slow me down, Debbie -- and the provision of up to 18 hours of daily free tram service. So sometime between 2002 and Blackrock (sic), they started to have to pay for the tram service. So we can understand Blackrock squeezing the money out of people, but it's the testimony here that that tram service is free again -- I believe, if I heard that correctly, and that has been a big basis for this resort not parking amenities and also under-parking, I'd say, under-parking commercial land uses -- which could, by lack of restriction, create a lot of interest from people off island, off Sanibel, to come in and

really emphasize this resort's destination location -- day trippers, day passers. It's certainly possible here. This needs to be weighed in when discussing the delta.

So before I get into amenity parking, I want to point out that they're going to be providing Code-required principal parking. That has always been contemplated. Originally, there was a deviation early on in the process where they wanted to memorialize the ADD standards. Through review of that deviation, they removed that deviation. They said, we're going to park the hotel and multi-family at the same rate that would be required if it was built on 41, just 2 -- 2.1 spaces per unit for multi-family and 1.2 spaces per unit for hotel units. And what that basically equates to is 947 parking spaces will be provided for the accommodations that they're going to be ultimately providing should this be approved.

When we talk about amenity parking, again, we didn't see -- and we have looked at this long and hard, Table A and Table B -- and this happens often. Codes don't necessarily line up with industry trends, or maybe it's just this particular land use has never been exercised in a way that regulations have caught up to adopt standards that are reasonable. But if we -- if

we consider two sides: One is, well, the hotel is not necessitating any more Code-required parking. Perhaps a condition to require more parking on the north and south is required for just public health, safety, and welfare compatibility, but that's -- that's a condition. That's not a departure from the Code.

Where the difference is, the delta is, is the residential components sharing part of those amenities. So we could go the prorating path, and we could prorate the amenities and say, well, how many residential units are there, and how many commercial units are there, and that got very convoluted. So it's our position that there should be a deviation from parking requirements, and we should simply state that there's a deviation from Section 34-2020, which includes Table A and Table B, and we're going to assume that that's departing from the most conservative look at parking these -- parking these amenities, and that's as if they were standalone commercial businesses on 41 -- I'll use that as another example.

So what that is, is the Beach House recently -- part -- a large part of this discussion in these past few hearing days is 12 and a half spaces per 1,000 square feet. They've got close to 10,000 square feet of total floor area. They would require 130 parking

spaces to accommodate that over and above and beyond the 947 parking spaces they're providing for folks who are coming there, parking, and, I'm assuming, trying to carry out that park-one strategy using trolleys, using other modes of transportation.

A golf course is parked at 6 spaces per hole. That's 72 spaces.

Water parks fall under outdoor recreation, as determined by the director. That's just an exercise of show me -- show me it works. Because there's so much variability in what outdoor recreation might be, there's no real parking standard other than you have to make a reasonable pitch to the director that you can park this facility based on its composition.

The health spa we could park at 5 space per 1,000. That's what a health spa would be parked. Again, not in a resort setting, but just open to the general public anywhere, it's 72 spaces based on 5 spaces per 1,000.

The multi-slip docking facilities at 250 slips, we've heard testified is what can reasonably be built and is now part of the conditions of these recommended conditions before you. It's as determined by director once again. One of those show me you can park it and make sense of it.

So just based off of these recent amenities that have been under consideration, we can see that at least 277 additional parking spaces above and beyond the 947 would be required to meet Code. And this is not parking at Redfish Grill that you just saw that's probably 12,000 square feet. Some of it might be retail; some of it might be restaurant. There's another 200 or 300 spaces. Case in point, there's too much parking for this particular resort land use, and therefore a deviation is necessary to not pave South Seas Plantation in order to accommodate parking for Black Friday parking for amenities which are within a pedestrian shed of two clusters.

So then came the rigorous task of, well, what's an appropriate standard? How do we come up with a rational nexus as to this is what the Code requires, a Walmart-size parking lot, maybe two Walmart-size parking lots, and we understand that we need to bridge the gap between the south cluster and the north cluster, because we can't assume that everyone is going to use the tram or trolley, and they're certainly not going to walk two miles.

So I want to first point out that through development order review, the Applicant has been strategically putting parking near amenities. This is

the development order approval for the health spa, which includes 78 spaces directly across the street from the Beach House, and I would go on to imagine that a health spa and a restaurant, probably in a different peak parking demand. So there can be some sharing of parking at 6 p.m., when people are getting dinner, and at 10 a.m. when -- or 11 a.m., when they're going to the spa, or whatever the peak hours for the spa are.

But what we have here is we have standard vehicle parking that's uncovered, and we have golf cart parking here. And I think that's going to be an appropriate character for parking in this particular resort. Historically it's been used by golf carts, and I think they're going to continue that pattern, as we've heard.

HEARING EXAMINER COLLINS: Where is the spa building in this?

MR. MENDEZ: So the spa building is right here. It's two floors -- well, I want to say it's one floor above parking, and then there's a second floor above parking that's smaller than the first floor. It's about -- I want to say it's about 14,000 square feet under air, approximately.

HEARING EXAMINER COLLINS: And underneath is the golf cart --

MR. MENDEZ: Yes --

HEARING EXAMINER COLLINS: -- parking?

MR. MENDEZ: -- yes, because it's in -- I believe it's in the limited wave -- limited moderate --

MR. SPENCER: It's in the LiMWA.

MR. MENDEZ: -- wave action, so they had to bring their lowest horizontal member to a certain height. And I think they built this -- they had to. They built this under the ADD's height requirements.

MR. SPENCER: Correct.

MR. MENDEZ: So it's meeting -- squeezed, but it's meeting the ADD's height requirements with golf cart parking underneath. I imagine if they would have had the opportunity to go through this rezoning process first, they probably would have maybe planned for a little higher -- more room underneath this amenity for potentially larger vehicles. But I think that ultimately our position here is -- you know, here is that I think we have found a healthy balance between golf cart parking and pedestrian vehicle parking, and I think it works.

The next spot we're going to talk about -- and this is on the south end, and this is the main attraction so far, from what we can tell, in terms of amenities on the south side is that $20 million water park. And we've already pointed out that there's golf

cart parking here, and that that golf cart parking is going to, obviously, be for this amenity. There's a trolley stop.

And so it's our testimony here that that Land Development Code does not contemplate parking for resorts. The ITE Parking Generation Manual, Fourth Edition, establishes the average peak parking at 1.3 spaces per hotel room for resort hotels. This is to say that not only are the hotels -- that's typically what a hotel or resort hotel is parked at -- and I'll go into the description in just a second -- but some of these multi-family units that are going to be built inside this MPD, and most of them outside of this MPD that are within South Seas, operate like a hotel, like a resort. So it's assumed that they have a very similar parking habit when it comes -- or parking behavior when it comes to those particular types of dwelling units that function like short-term vacation rentals, understanding that they have more rooms, and in that case additional vehicles can occur. And that's why ultimately I think the Applicant has agreed to parking the multi-family at 2 units -- 2 spaces per unit plus 10 percent guest parking, which is about 2.1 spaces per unit.

So the deviation before you is to seek relief from

Section 34-2020. We're not calling out Table A or Table B because we're just simply requesting a waiver of parking from accessory or ancillary uses which are -- which require certain ratio parking to allow -- to waive parking requirements for resort amenities. And the deviation condition of approval would require two static pools of amenity parking above and beyond the principal use parking. The first is in the north cluster, where we have most of the amenities -- again, the water park is one of the only amenities in the south. There is a small boat basin. But the north cluster, we have 77 required off-street spaces for amenities. In the south cluster, we have 55 off-street parking spaces for amenities. These are above and beyond the 947, and that -- I don't know if you can read this -- we're not going to be able to read this in our slide, but the amenity parking rationale was based on the pedestrian shed of not just the units within the MPD, but the actual collective units within -- behind the gates.

So we took -- I think you heard Greg's testimony that 60 percent of the units are located on the south side of -- 61 percent of the units are located on the south side of the resort. That's all the Beach Villas, the Tennis Villas, the Bayside Villas, that's where

you've got kind of a great degree of density. So what we did is we took the population, and everyone who was outside of the standard pedestrian shed of the amenities in the north cluster, we parked those units at -- we assigned a number to them. And then on the north side we did the same thing, vice versa. And what you have is basically you have about a half-mile increment in the center, which is where the low-density beach home condos -- we go up the stem road, and you have kind of these detached land condos that are single-family, pretty low-density. It's about 47 units that are actually not within a pedestrian shed of either side of the cluster. So they're not within a pedestrian shed of the north cluster or the south cluster amenities. But you do have, on the north side and the south side, a substantial share of population that is within a pedestrian shed of these amenities.

And so with the alternate modes of transportation considered -- trolley, biking, golf cart, walking -- we feel that providing a static number, based on the land use -- that is really what we're here to discuss, that we don't think the Land Development Code quite understands how to park -- is that this standard here is sufficient, and we're comfortable with it for providing some level of parking.

And I want to go on to say that if you park these amenities to Code, you're going to encourage people to go and drive back and forth between the units and use that South Seas Plantation spine road more often than getting on the trolley or getting on the bike and taking that ten-minute walk to the Beach House, if you will.

So that is Staff's position. We're going to provide you updated recommended conditions. We can provide you some more rationale on that --

HEARING EXAMINER COLLINS: Okay.

MR. MENDEZ: -- on how we got there; and if you have any questions on that, I'll certainly take a pause here.

HEARING EXAMINER COLLINS: No, thank you. I appreciate that.

MR. MENDEZ: You're welcome.

This slide is just to, again, emphasize that there are resort amenities at the north. The water park, while it is certainly attractive, probably more so to families with children, there's three resort-style pools in the north side, one of which has a water slide existing. So there isn't necessarily a need to go to the south side to visit a nice resort-style pool. There's three of them existing on the north side.

This is a description of Land Use Code 330 in the ITE, or Institute of Transportation Engineers, manual. The resort description is to the T what we're looking at. A resort hotel is those that provide sleeping accommodations, restaurant, cocktail lounge, retail shops, guest services. The primary difference -- and I'll slow down, Debbie -- is that resort hotels cater to tourists and the vacation industry, often providing a wide variety of recreational facilities, programs, golf courses, tennis courts, beach access, or other amenities, rather than convention and meeting convention business hotels.

It goes on to say that the average parking supply ratio for the four studied sites was 1.3 spaces per room, hotel room. That is very close to the Land Development Code's requirement, which is 1.2 spaces. And this is not an exact science, parking never is, but it's to show you this is not far off from resorts that were similar in nature in other areas of the country in terms of what the peak average parking demand was, which you see it actually was 1.29 spaces per occupied room.

And so another unique characteristic we saw here is that resort hotels is -- the peak period of parking demand is usually early in the afternoon, between 2 and

3 p.m., which differs from business hotels where it's actually later in the evening. And this is based on people trying to maximize their time at the resort, rather than checking out at 9 a.m. or 10 a.m. to catch a flight or what -- what you'd expect from a business hotel. And that's a distinction in the ITE so I won't bore you any longer with that.

There's just a couple slides here regarding the County's evacuation routes you might find helpful as you go through this. And this may -- this may be a duplicate in your record so far so I do apologize for that. But it's just, again, to emphasize this is the County's responsibility, to meet these evacuation time frames. The County has spent nearly a billion dollars since the early 1990s, late 1980s, on improving evacuation routes. They will continue doing so.

And so I'm going to move on to Mr. DeFilippo with our Planning section. He's going to go over some of the comments in your Staff Exhibit 3 -- or Staff Exhibit 6, if I have that right.

HEARING EXAMINER COLLINS: Okay. Nick, we're going to take a break after your testimony.

MR. DeFILIPPO: Okay. And for the record, my name is Nick DeFilippo. I'm with the Lee County Planning section.

I am going to go over the Natural Resources memo that Adam had given you. I'm just going to run through the questions. A lot of this the Applicant touched on with the conditions earlier today.

But you had a question, question 7, which was about the Pine Island Sound Aquatic Preserve Management Plan, and how the redevelopment was consistent with it. So these two images up on the screen, the dashed area that you can see there, that is the Pine Island Sound Aquatic Preserve boundaries. So those two existing marinas, soon to be multi-slip docking facilities, are not within those boundaries. But if the Applicant were to do some type of redevelopment that would be within that aquatic preserve, they would have to, you know, demonstrate compliance with the Lee Plan, Objective 128.4, 128.5, and -- and just for some background, like the aquatic management plan --

HEARING EXAMINER COLLINS: Did you see Hans' presentation where --

MR. DeFILIPPO: I did.

HEARING EXAMINER COLLINS: -- where it was planned for docks out there?

MR. DeFILIPPO: I did. And so that's what I was going to touch on real quick.

That aquatic management plan, you know, it's going

to look at seagrass impacts; it's going to look at new dredging; it's going to discourage those. And those are echoed in our Lee Plan within those objectives, 128.4 and 128.5, as well as manatee protection and those sorts of elements.

HEARING EXAMINER COLLINS: Is it your testimony then that that will be addressed during the development order process?

MR. DeFILIPPO: Yes, it is, that's my testimony.

That's the only slide I have, but I'm going to keep running through the letter, but that will just remain up there.

The next question was about boat maintenance activities and whether they're permitted. The Applicant indicated that boat maintenance activities were not permitted, and then they recommended a condition basically that stated that no boat maintenance activities were permitted except for emergency repairs. We're in agreement with that.

And then you had a couple questions about the fueling facility. To address those questions, the spilling contamination and contingency plan would be addressing those, and that's a new condition that was gone over earlier this morning.

You had a question about prohibited -- whether

covered wet slips were prohibited. The Applicant indicated that none were proposed; and then I just wanted to also add that if they were proposed, they would have to demonstrate compliance with the Lee Plan and the Land Development Code. And there is a Lee Plan policy that states that open wet slips are preferred to covered wet slips, to reduce shading of waterbodies. So that's -- that's something there. And then the Land Development Code, Section 2674, outlines the regulations for boathouses and dock pavilions associated with private single-family residential uses. So there is a special exception process to go through.

HEARING EXAMINER COLLINS: Right.

MR. DeFILIPPO: So that's something that could be evaluated further down the line.

HEARING EXAMINER COLLINS: Right, but this isn't a single-family --

MR. DeFILIPPO: Exactly. So if it came in as a multi-slip docking facility, it would have to demonstrate compliance with the Lee Plan, which may be challenging, but that would be evaluated at development order.

The next question was about --

HEARING EXAMINER COLLINS: So you don't feel like it's necessary just to prohibit it at the outset?

MR. DeFILIPPO: Could be, yeah. I mean, if it's not something that they're intending to do, it could be prohibited. I'm not opposed to it.

The next one you had on here was a condition requiring a disaster management plan. The emergency preparedness plan within the new proposed condition, that would address that, and we have in there that it's got to be prepared in accordance with Administrative Code 7-7. And that's consistent with some of the other cases that you've directed Staff to take a look at.

And the rest of that condition addresses the multi-slip docking facility basin management plan, the hazardous material management plan, and the educational material and signs for manatee protection, and those are consistent with the other cases that you directed Staff to take a look at.

So then I'm going to jump to the other questions you had regarding the golf course and water quality. So start at number 17. You directed Staff to look at some of the other zoning cases and -- that had similar, you know, natural features like this one, abutting natural waterbodies and golf courses and that sort of thing. I do have a very detailed plan that we can go through. So that one I'll talk about in a little bit.

Question 18 was about the reuse -- you directed

Staff to, you know, draft a condition tracking the reuse water on surface water and estuarian water quality. I thought the Applicant gave a good presentation -- I guess that was a week ago now -- where they went into detail about the current monitoring that's done as part of the water -- wastewater treatment plant that's required by the State.

So that -- that currently requires quarterly monitoring, and they've been doing that for many years. I looked into that permit. They've got multiple wells that they are monitoring. So given that, Staff didn't see that there was -- that another condition was warranted, to duplicate these efforts. It looks like it's already taking place.

Question 19, I'm going to loop into the big condition at the end.

Question 20 was about to establish a lake management plan for the on-site lakes. I wasn't -- wasn't entirely sure what you were looking for, but just to provide some background there. So the lakes are part of the stormwater management system; and, you know, as part of the South Florida Water Management District permitting process, there's a maintenance entity that's responsible for ensuring that those lakes

are still in compliance with the plan. You know, they're supposed to go out and do inspections; and if they identify issues that need to be repaired, they're responsible to make those repairs. So that's -- you know, that's part of the operation and maintenance of those stormwater lakes. And during the review of the development order for the golf course renovation, the -- the Applicant provided that permit, as well.

In addition, the Applicant also recommended a condition that required them to submit an annual lake slope maintenance report. That's all I have on that. I don't know if that's really required or not but -- since they're supposed to be doing that anyway; but if they want to recommend that condition, you know, we're not opposed to it.

Another question you had was to describe the planned enhancements of the surface water management system. I think the Applicant addressed that.

So then question 22 ties into, you know, question 19 and question 17. So to address the water quality monitoring, Staff's proposing the condition that would require a water quality monitoring plan prior to the construction of a positive outfall. So that would be anywhere within this MPD boundary. And that monitoring plan would require two sampling events, we've listed

the parameters that would be looked at, and the locations would have to be at the outfall. It would require a contingency plan and then annual reporting.

And then the golf course management plan, that's a lengthy one, and I think that was -- that was drafted after looking at some of those other cases that you referenced, Paradise Isle specifically. And it talked about fertilizer, pest management, nutrient management, the application of, you know, fertilizer and herbicide/pesticide, storage of pesticide, fertilizer, equipment, construction material. And to summarize this, it's -- it's basically establishing a plan and -- to establish best management practices to efficiently apply these or implement them so that we're reducing potential water quality impacts.

And that's -- that is all I have. I'm available for questions.

MS. MONTGOMERY: I have a couple questions, unless you have questions.

HEARING EXAMINER COLLINS: No, go ahead.

MS. MONTGOMERY: Under the lake management plan, as I understand the Land Development Code and traditional conditions, the management plan is usually acquired when you have a deep lake, isn't it?

MR. DeFILIPPO: Yes.

MS. MONTGOMERY: And so that's a lake that's --

THE REPORTER: Neale, I'm having a hard time hearing you, I'm sorry.

MS. MONTGOMERY: I'm sorry, what?

MS. CRESPO: She can't hear you.

MS. MONTGOMERY: Oh, I don't get accused of being -- I said a lake management plan is typically required when you have a deep lake, which is a lake deeper than 20 feet.

MR. DeFILIPPO: Yes.

MS. MONTGOMERY: And in this case we don't have any lakes that are deeper than 20 feet.

MR. DeFILIPPO: No, the lakes are not deeper than 12 feet in that development order.

MS. MONTGOMERY: And you refused the water quality condition which requires monitoring at the outfall --

MR. DeFILIPPO: Uh-huh.

MS. MONTGOMERY: -- but did you hear the discussion this morning about the fact that there is no outfall?

MR. DeFILIPPO: Yes.

MS. MONTGOMERY: And so do you agree with the revisions that Mr. Barraco suggested, that we wouldn't do monitoring unless the system was changed to actually have a positive outfall?

MR. DeFILIPPO: Yeah, that's the intention of this condition.

MS. MONTGOMERY: Okay.

MR. DeFILIPPO: Yeah, that's the intention of this.

MS. MONTGOMERY: I wanted to make that clear.

MR. DeFILIPPO: Yeah.

MS. MONTGOMERY: Okay, thank you.

MR. DeFILIPPO: Yeah.

HEARING EXAMINER COLLINS: Thank you, Nick.

MR. MENDEZ: Are we going to take a break?

HEARING EXAMINER COLLINS: Yes, we're going to take a break. We'll resume at 3:00. If we resume at 3:00, will we finish --

MR. MENDEZ: Yes, Rob --

HEARING EXAMINER COLLINS: -- by 4:00?

MR. MENDEZ: Mr. Price is up next --

HEARING EXAMINER COLLINS: Okay.

MR. MENDEZ: -- and then we're going to close out.

HEARING EXAMINER COLLINS: Okay.

(Recess from 2:45 p.m. to 3:00 p.m.)

HEARING EXAMINER COLLINS: Okay, let's go.

MR. PRICE: Good afternoon, Madam Hearing Examiner. Rob Price with Lee County DOT. I have not been sworn.

VOLUME 9

HEARING EXAMINER COLLINS: All right. Would you please raise your right hand. Do you swear or affirm the testimony you enter into the record will be the truth?

MR. PRICE: I do.

HEARING EXAMINER COLLINS: Thank you.

MR. PRICE: I like what you've done with the place. It's been a while since I've been up here.

So I have testified in this forum in the past, and I've been previously recognized as an expert in traffic engineering and transportation planning, and I wish to be tendered as an expert again today.

HEARING EXAMINER COLLINS: Yes, please proceed.

MR. PRICE: Today I plan to address three basic topics to transportation associated with the proposed South Seas application:

First, I want to address how the County strives to satisfy long-standing policies in the Lee County Comprehensive Plan related to hurricane evacuation. There was a lot of discussion about traffic, especially related to hurricanes, so we just wanted to discuss that. I'm going to discuss multiple strategies deployed by DOT related to improved hurricane evacuation conditions.

Next I'm going to go into traffic conditions along

Captiva Drive as it relates to the proposed application.

And then, finally, I'll wrap up with some discussion about Captiva Drive and its designation as a constrained roadway, and the Applicant's responsibility to mitigate any perceived level of service deficiencies.

So back in 1987, the County's disaster preparedness plan was memorialized in the Lee Plan, and this was put in place to ensure the public safety against the effects of tropical storms and hurricanes. As a part of that plan, Policy 7.AA.2 (phonetic), was introduced to require transportation planning efforts be consistent with demands for timely evacuation of at-risk population for Class 3 storms.

The policy has been amended many times over the years. It was amended in 1989 with Objective 79.1, to restore evacuation times to 1987 levels using a series of different policies. Of particular relevance was Policy 79.1.3, and 79.1.4.

Policy 79.1.3 states critical roadway links causing congestion on evacuation routes for Category 1 through Category 3 hurricanes shall receive high priority for capital improvement expenditures.

Policy 79.1.4 also requires new or replacement

bridges on evacuation routes spanning major or marked navigable waterways shall not be drawbridges except where a high-span bridge cannot physically be constructed. And that's obviously important as we're talking about Sanibel. We replaced that bridge in the -- in the early 2000s.

This is the very first iteration of the Comp Plan that gave DOT clear and actionable direction as it relates to hurricane evacuation planning by policy. These policies have generally remained in place in the Comp Plan since with some minor adjustments in language. The current Lee Plan Objective 73.1 on evacuation reads, work towards attaining out-of-county hurricane evacuation for a Category 5 storm event that does not exceed the time frames referenced in the Statewide Regional Evacuation Study. Lee County will work to improve clearance times by increasing shelter availability within the county, improving evacuation routes, and increasing public awareness and citizen preparedness.

Now, why is this important as it relates to the matter that's before you today? I would argue that the Lee County Comp Plan has largely put the burden of satisfying and improving hurricane evacuation on the Department of Transportation and not on the backs of

developers. Developers are responsible for mitigating their site-related traffic impacts, and the regional mitigation is the responsibility of Lee County DOT and the State.

So how has DOT strived to meet and exceed these policies' directives? I'll point your attention to the slide that's before you right now. This is a map of various hurricane evacuation routes through the county, and you can see the vast majority of our arterial roadway network was been designated as a hurricane evacuation route. DOT has deployed several strategies to preserve capacity on these roadways.

The most simple strategy is to limit access. More driveway connections on a roadway leads to more conflict points, which lowers the carrying capacity of a roadway. Many of these arterials shown on this map are covered under a controlled access resolution to help preserve capacity on those roadways. Summerlin Road is a prime example as you leave Sanibel.

The County has also invested heavily in capacity-adding roadway improvements on many of these hurricane evacuation routes since the inception of these policies in the Lee Plan. I point your attention to this slide, which demonstrates that investment. Since 1990 Lee County DOT has spent almost $930 million

from our capital improvement program on hurricane evacuation routes.

Of specific relevance to this case is the 1990 Blind Pass Bridge replacement, the 2007 Sanibel Bridge replacement, and multiple improvements to sections of Summerlin Road to improve and add capacity to the hurricane evacuation route for Sanibel and Captiva. The Sanibel Bridge replacement project, I would emphasize, furthers the County's goals and policies by replacing a drawbridge structure with a high fixed-span bridge.

DOT also optimizes signal timings to -- to aid in hurricane evacuation. Annually we review and update our signal timing plans that we can implement to focus green time for critical evacuation routes. We are stationed at the Emergency Operations Center leading up to possible evacuation orders. When necessary, we can use our advanced traffic management system to activate these evacuation timing plans, which changes signal timing at numerous intersections with one click of a mouse so -- we've never had to actually implement one of those timing plans, and we don't do contraflow, but we, with one click of the mouse, can change the signal timing plans at all of the intersections between Sanibel-Captiva and the interstate, to focus green time

for folks that are evacuating.

I also want to talk a little bit about the traffic conditions on Captiva Drive. Ted Treesh, in his testimony, summarized the traffic volume discussion on Captiva Drive, and we are largely in agreement with his testimony.

The County eliminated several count stations back in the late 2000s due to budget constraints, and the temporary counts that we performed in the past on Captiva Drive had not been done again since the late 2000s; so our concurrency report was utilizing traffic information that didn't seem real accurate. The proposed development is obviously a significant distance away from the Sanibel Causeway, and the location of the FDOT data is near the causeway there; so we should have been using the last count that we did in 2010 on Captiva Drive to develop our concurrency report traffic volumes for the area.

We believe the historical counts in this area on Captiva Drive are still relevant due to the characteristics of Captiva, limited amounts of new development. You know, there's just not a whole lot of growth that you would see out there.

So to confirm our assumption, we went out and performed a new traffic count in January of 2025, and

we found the volumes on Captiva Drive to be reliable and consistent with those collected back in 2010. Moving forward, this new traffic count will be utilized in developing future iterations of the concurrency report.

So I also wanted to discuss Captiva Drive's designation as a constrained roadway. The Comprehensive Plan designates certain roads as constrained when there's an inability to physically increase capacity on the roadway. Constrained roads allow for an increase of capacity up to 85 percent of the general level of service volume. This was implemented as a tool to continue to allow development and redevelopment when roadway capacity improvements aren't viable on certain roadways.

Some examples of constrained roads are Daniels Parkway, in areas where there are already six lanes. McGregor Boulevard is a good example, as you have all the palm trees. A four-lane McGregor would wipe out a lot of things that are really historic to Lee County and the city of Fort Myers. So that's a constrained road. Captiva Drive is also a constrained roadway. Widening of Captiva Drive just simply is not possible due to private property impacts, for the most part.

This designation was obviously more relevant back

in the day when transportation concurrency was regulatory; but now that it isn't a regulatory function, we still rely on our zoning and development order traffic study reviews as we look to address site-related impacts with projects like what's proposed before you today.

In conclusion, we are -- we are in agreement with the findings and conclusions made by the Applicant with regards to the transportation analysis associated with this proposed rezoning application. The added traffic associated with the proposed rezoning we do not believe will adversely impact the roadways in the vicinity of the site, and the project will be required to address their site-related impacts at the development order stage.

And with that, I am available if you have any questions.

HEARING EXAMINER COLLINS: Thank you, I don't have any questions.

MS. MONTGOMERY: I have a couple.

You indicate that you control the signals on County roadways. Do you also control the signals on any State roadways?

MR. PRICE: Yes, we have interlocal agreements with all of the municipalities and the State. We are

the sole maintaining agency for traffic signals and signal timings throughout all of Lee County.

HEARING EXAMINER COLLINS: Well, I'd like a word after this hearing is over then.

MR. PRICE: I'm sure you would. Get in line, ma'am, get in line.

MS. MONTGOMERY: And you mentioned that you can have somebody in the Emergency Operations Center to adjust the green time. Have you personally ever had that experience, to be in the operations center --

MR. PRICE: Yes, I am that person.

MS. MONTGOMERY: You are that person.

MR. PRICE: Yes, ma'am.

MS. MONTGOMERY: So you're speaking of that which you know, not what --

MR. PRICE: Absolutely.

MS. MONTGOMERY: -- not what someone else is doing.

MR. PRICE: Yeah.

MS. MONTGOMERY: I don't know if you know, but there is a four-way stop at the causeway and Periwinkle, and I believe you've had a chance to look at the numbers that that four-way stop can accommodate in terms of trips both as a four-way stop or as a manned -- a sheriff or deputy directing traffic, and I

think you've even thought about -- from the standpoint of a roundabout; is that true?

MR. PRICE: That's accurate.

MS. MONTGOMERY: And when you analyzed that, did you determine that the four-way stop -- the amount of trips it can accommodate with the sheriff or deputy is comparable to the roundabout?

MR. PRICE: Yeah. We've looked at it -- a four-way stop is obviously the least ideal type of intersection. You're going to get the least amount of capacity. A roundabout moves traffic a lot better. I think the City of Sanibel's experience, based on discussions we've had with them, is that because the traffic is heavily bidirectional -- you don't have traffic coming from all four directions at all moments of the day -- that the directing of traffic makes traffic flow better through that intersection.

The MPO did a study way back probably ten years ago where they evaluated a lot of intersections throughout the entire county, and that intersection ranked as the number one intersection for a future roundabout location. And, you know, I know the City's had some different opinions on whether they want to move forward with the roundabout or not. When they -- when they come to the DOT to ask for our opinion, we

fully support the idea of a roundabout.

There's some -- there's some -- there's some ways you could design the roundabout that might provide some -- some relief for some of the other movements. You could have slip lanes, perhaps, that would allow people to not have to actually travel into the roundabout, and give more of an ability to make a right-hand turn and -- you know, kind of in a free-flow-type condition.

I do -- I do know that the City has a -- part of their charter, which is kind of strange, that requires any added lane capacity over 100 feet has to go to referendum. So I think that's part of --

MS. MONTGOMERY: Okay.

MR. PRICE: -- the frustration with the City and why -- they're not sure they want to take it to referendum to actually implement a roundabout. And if they're not going to provide some of those features that can allow for some free-flow traffic, it may be just as well for them to have the police there to direct traffic.

MS. MONTGOMERY: And to that end, I don't know if you got to hear Mr. Alexander this time, but I know you did previously. Mr. Roark and Mr. Alexander testified that for evacuation purposes, the four-way stop is a

constraint, and they didn't evaluate it as having a sheriff or deputy directing traffic. In your opinion, is that an appropriate analysis, to assume a four-way stop with no deputy?

MR. PRICE: So I would say that's not appropriate. They always have had the police officers there directing traffic leading up to a hurricane evacuation. And the testimony that -- that the police chief had given in other proceedings was -- relative to traffic flow, pre-hurricane evacuation hasn't really been a problem for them. A lot of the users on Sanibel, you know, they kind of see the weather forecast. They evacuate sooner than the County actually implementing a hurricane evacuation order.

So -- so it's pretty orderly, is the way he phrased it. And I would tend to agree with him from our general experience of monitoring the traffic flow on cameras. I mean, that obviously is one of the main locations that we're focused on, is Sanibel, Pine Island, Fort Myers Beach. We have cameras throughout the entire county; and at my workstation in the EOC, I am looking at all of our barrier island cameras that we have to monitor traffic flow. If there's congestion-related issues, we're on the phone with the timing folks. We're making adjustments where necessary

to make sure that we can safely and orderly move traffic off the barrier islands in advance of the hurricane evacuation.

MS. MONTGOMERY: Were you in the Emergency Operations Center for Ian?

MR. PRICE: I was.

MS. MONTGOMERY: And did you see any difficulties on your cameras in evacuating Sanibel-Captiva?

MR. PRICE: We did not. We did not have to implement any of our special timing plans for Ian or Helene or Milton or even Irma.

MS. MONTGOMERY: Okay, thank you.

I don't have any other questions.

HEARING EXAMINER COLLINS: Thank you, Rob.

MR. PRICE: Yes, ma'am.

MR. MENDEZ: Again, for the record, Adam Mendez.

I just have a couple more points to drive home. The building height, again, I thought it was a great presentation by MHK Architecture on the difference in what's being proposed and what's existing. And so I just want to try to put these buildings in perspective on a map. I think it's the only thing I can do to add to that.

And so I'm going to start with those -- these lines on the MCP and again just say that these were put

on the MCP intentionally, and that's to show the different flood zones, because then at that point there's an inference on what the building height's going to be, as we've discussed. So I'm going to move to the actual portions of the master concept plan where you can see some building envelopes. You can see that Tract B is going to be one of those buildings that are actually going to require that coastal DEP monument marker elevation that rises to the highest buildings that you're going to be seeing. So it's these residential tracts that you're going to see the highest building heights, and you can take a look at their location of the buildings in the context of what they're surrounding. We had some cross sections showing what would be between them.

The coastal LiMWA, or limited moderate wave action, line is shown on both sides, and you can see the moment it touches a building, that building is subject to it, and that's going to create additional height. There's a resiliency cushion that's only applicable to properties that fall within the Coastal A Zone or within the Coastal V Zone. There's no buildings proposed, to my knowledge, that are in the Coastal V Zone. It's just in the AE Zone. And in the Coastal A near the -- this tract here, you can see the

line kind of comes down. It's questionable whether or not this is going to require Coastal A elevation; but if it does, it will certainly allow four feet of additional elevation plus the lowest horizontal member structural depth, and that's as determined by -- at design.

I don't want to beat that to death -- and I'm really not picking on Suraya here. I didn't coordinate with Alexis on having this up here. This came naturally. It obviously was a major point of discussion during our hearing, when it came to compatibility and what a single-family residence is. And I want to just provide some testimony as to, well, initially why the deviation was the deviation, and what the logic was behind it.

And as Alexis has pointed out, this is not just a single-family hotel -- or, sorry, single-family residence out in Briarcliff that's abutting a cow pasture that this is coming in -- that now development is now surrounding it. This is a house that was built intentionally to be a rental luxurious getaway. It's got all of the amenities and accommodations that make it, I'm sure, a very great rental product. You've got four master bedrooms, or if you want to call them third and fourth suite with en suite bathrooms. This is what

we were looking at for compatibility, and you've got plenty of testimony in the record to say most of the dwelling units, timeshares, are used in a manner that's really more consistent with a hotel land use. This was built in a resort. The resort came first. They built their house adjacent to a tract of land that was designated resort -- 1973 original resort. There's no guarantee that this would be forever volleyball courts or -- or a golf course. Any sort of resort amenities that complied with the administrative interpretation and then the balance of the Land Development Code can come forward.

But it's certainly understood for compatibility purposes with the outdoor seating, we have this ability to condition now with this -- with this planned development action; and in doing so, the Applicant has proffered a condition concerning the louvered wall system on top of a concrete wall system to create some compatibility with the decking, and some enhanced perimeter planting. They've withdrawn their deviation for the buffering.

And so I just point out, again, that this is -- while it is a single-family residence on the Property Appraiser's website, it is also operating much like a four-unit micro hotel, or it can be used that way, as

it was designed -- seemingly designed to be.

And so I think we've hit the head on compatibility. We think in terms of, first off, what's being proposed; and in the event that there ever was damage to a lot of these existing three-story buildings over parking, that they'd have to be brought up within a reasonable height of this. And that even with the height difference as they are existing, with the separations that are proposed, with, again, the resort land use that this has been since -- I think we've heard since the '40s, since it was a fishing camp, that in this context here we think that -- with the conditions of approval, that we can demonstrate that compatibility is met, that burden of proof is met. And with that, we've got a multitude of recommended conditions in light of your -- your feedback to Staff and the Applicant, and listening in on public comment to see where adjustments could be made to accomplish satisfying some of those concerns.

And so with that, I am happy to turn this over to you to decide the fate of this hearing.

HEARING EXAMINER COLLINS: Okay, thank you very much.

Some housekeeping. I understand I'm going to be receiving a revised set of conditions and deviations.

Is that true?

MR. MENDEZ: That is correct.

HEARING EXAMINER COLLINS: Will there be any further commentary associated with that, or it's just going to be what the new conditions and deviations are?

MR. MENDEZ: I would like to aim for it to be a joint submittal, if possible. I don't know if we will be able to agree on every word, so you might get --

HEARING EXAMINER COLLINS: So let me speak to that then.

MR. MENDEZ: Yeah.

HEARING EXAMINER COLLINS: If you do not agree on every word, it is my preference that you list the condition the way Staff wants it to be, and then directly underneath it how Applicant wants it to be, highlighting the language that is the point of departure.

MR. MENDEZ: Okay.

HEARING EXAMINER COLLINS: I don't want strike-through and underscore in a single paragraph telling me they want this, they want that. That's too confusing. So paragraph 1, Staff; paragraph 2, Applicant. It's going to be the same paragraph except for as to what you don't -- you know, your -- each take on what that condition should be. That would be most

helpful to me. That way I can select one or the other, try to form a hybrid of my own, delete the condition altogether, or whatever. So let's proceed in that way with regard to that.

And the same thing with deviations, in its entirety the way Staff recommends; in its entirety the way Applicant prefers, only if there's a disagreement.

MR. MENDEZ: Absolutely, we will follow that direction.

MS. MONTGOMERY: And if need be -- not on the list of conditions, but perhaps a separate little one-page memo explaining the concern from the Applicant's standpoint?

HEARING EXAMINER COLLINS: Yeah.

MS. MONTGOMERY: Okay.

HEARING EXAMINER COLLINS: Yeah. There could be some commentary elaborating on the point of departure.

MS. MONTGOMERY: Okay.

HEARING EXAMINER COLLINS: But I think -- the request is not changing. So I don't feel as though we have an issue where we need to have more public hearing on it.

MS. MONTGOMERY: No, no, I wasn't suggesting that.

HEARING EXAMINER COLLINS: We're really talking about nuances and wording and whether, based on the

presentations that I've heard, what condition or deviation is most appropriate.

Today is April 18th. How much time would you like?

MS. CRESPO: One or two weeks?

(Discussion at lectern)

MR. MENDEZ: Okay. Just two weeks, we'll make it work.

HEARING EXAMINER COLLINS: Okay.

MR. MENDEZ: Yeah.

HEARING EXAMINER COLLINS: Am I getting an updated master concept plan, or am I relying on the --

MS. CRESPO: Yes, you will be.

HEARING EXAMINER COLLINS: I will be?

MS. CRESPO: You will be.

HEARING EXAMINER COLLINS: Two weeks, that's it? Why don't --

MR. MENDEZ: I mean, we can ask for more time.

MS. MONTGOMERY: We want to have -- if it comes that we're not going to, we will submit a joint request asking for more time --

HEARING EXAMINER COLLINS: Why don't we say this.

MS. MONTGOMERY: Okay.

HEARING EXAMINER COLLINS: We'll set it at May 16th.

MR. MENDEZ: Okay.

HEARING EXAMINER COLLINS: You're free to complete it before then; and if you need more time by that time, request it.

MR. MENDEZ: Okay, sounds good.

HEARING EXAMINER COLLINS: Not that I'm suggesting this is going to be a huge undertaking but -- you know.

MS. MONTGOMERY: No, and I understand July break is coming, and I'm going to make a wild assumption that given nine days of hearing, you won't be able to wade through that before summer break. Am I right about that?

HEARING EXAMINER COLLINS: You will not have your final Board hearing before the break. You may have my recommendation before the break.

MS. MONTGOMERY: Okay.

HEARING EXAMINER COLLINS: A lot of it is going to depend on my caseload.

MS. MONTGOMERY: I want to adjust their summer schedule, if need be, so they know when to be here.

HEARING EXAMINER COLLINS: I think it's safe to assume --

MS. MONTGOMERY: We don't want them in Tuscany when you're here at hearing.

HEARING EXAMINER COLLINS: The possibility exists

that you will be heard before the Board's break.

MS. MONTGOMERY: Okay.

HEARING EXAMINER COLLINS: But it's probably remote.

MS. MONTGOMERY: But probably remote, okay.

HEARING EXAMINER COLLINS: Just because of the advertising that's involved, you know, they need lead time before it's in the paper, and then it's got to be in the paper ten days and...

MS. MONTGOMERY: So we should think about the first or third Wednesday in August as the earliest? Is that what we think?

HEARING EXAMINER COLLINS: Yes, probably the first Wednesday in August --

MS. MONTGOMERY: Okay.

HEARING EXAMINER COLLINS: -- is when it will be.

Thank you, everyone. I appreciate the detail of the rebuttal. It was very helpful to me. I appreciate the patience of those who came to every day of the hearing. And all of the members of the public that even though they're not here today, I appreciate their input, and it certainly gave me things to think about and will continue to do so. And that closes the hearing, thank you.

(Proceedings concluded at 3:26 p.m.)

VOLUME 9

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEE)

I, Deborah M. Bruns, Florida Professional Reporter, do hereby certify that I was authorized to and did report the foregoing proceedings, and that the transcript, pages 1 through 212, is a true and correct record of my stenographic notes.

Dated this 25th day of April, 2025.

Deborah M. Bruns, FPR

(This transcript was electronically signed.)

$

$10
148:15
$20
175:24
$200,000
141:6
$22
157:5 158:13
$4
155:14
$5
27:23
$5.2
27:22
$50
148:6
$930
194:25

-

-2
94:2

1

1
11:8,24 63:25 64:17,18,19,20 75:18 93:17 94:18 98:14 164:16 167:1,5,10 192:22 208:22
1,000
71:10 167:2,6,9,10 171:23 172:15,19
1,000-foot
78:23
1,100
167:6,7
1,100-linear-foot
79:7
1,200
167:6,7
1,413
145:2
1,912
145:5
1.2
170:14 180:16
1.29
180:21
1.3
176:7 180:14
10
28:14 32:2 53:6 60:5,17 70:23 79:8 87:25 90:24 102:17,22 104:13 109:4 151:6 165:11,16 166:7 174:7 176:23 181:4
10,000
141:1 171:24
10-foot-wide
75:20
10-ton
25:5 27:2,6 29:3, 20 143:13
100
8:20 75:21 86:9 149:4 201:12
10:00
32:3
10:22
58:16
10:30
58:16
10A
91:2
10B
91:24
11
31:19 44:7,8 46:9, 23 53:8 92:4 155:20 174:7
110
153:10
110th
150:3,11
114
126:23
11:00
31:23
11:40
110:3
12
25:7 26:9,10 31:19 44:15 51:17 52:5 60:22 91:18 92:21 105:13,22 167:9 171:23 189:14
12,000
173:6
12-foot-tall
91:18
120.5
163:7
128.4
182:16 183:4
128.5
182:16 183:4
12:59
110:3
12C
44:23
13
45:21 92:23 109:2
130
171:25
133
140:1
136
95:15
14
46:1 93:1 167:8
14,000
174:21
14th
92:7
15
46:9 51:16 77:23 94:11
15-foot
65:10 91:6
15-foot-wide
77:20
150
149:5
155
105:25 106:5
15A
46:24
16
51:17 94:15
16-foot
26:18
16th
131:13 210:25
17
54:7 185:19 187:20
1700
99:17 106:11,16 118:9,10
17th
131:14
18
54:8,10 107:16 142:25 144:14 165:12 169:15 185:25
180
13:14,17 21:25 45:3 61:13 93:12, 13
1800
99:16,17 106:16
18th
210:3
19
59:21,23 125:17 165:12 169:6 186:16 187:20
19-mile-per-hour
93:10
193
166:5
1940s
148:13
1970s
123:5
1972
165:14,15
1973
167:24 168:6 206:7
1978
124:23 135:17
1979
124:22
1980s
181:15
1987
192:8,18
1989
192:17
1990
165:12 194:25 195:3
1990s
181:15

2

2
31:16 60:15,23 64:19,25 85:7 93:18 98:15 101:14 104:6,11 170:13 176:22 180:25 208:22
2,031
145:7
2-395
54:21
2-foot
101:17
2.1
170:13 176:23
20
12:1 39:14 40:6 43:3 61:6 96:6 135:19 169:1 186:18 189:9,12
20,000
42:6
20,000-square-foot
125:4
200
138:8 173:8
2000s
193:6 196:8,11
2002
164:11 166:22 169:6,16
2007
195:4
2010
196:17 197:2
2020
169:1
2022
114:20 115:5
2023
6:8
2024
145:1
2025
196:25
20th

6:8 11:10
21
62:7,25 63:23 107:3
22
12:18 46:9 51:17 105:7,8,19 108:9 187:19
22-foot
108:23
23
110:25 119:8
23-22
111:11
23.2.6
112:9
23rd
141:5
2400
66:9
25
39:4,5,7,8 73:7 146:12
250
44:20,24 95:20 114:1,4 172:20
25th
111:19
26
39:10 128:4
260
42:21
2674
184:9
272
163:11 164:7 166:2,5
277
173:3
28
119:8
28/3
107:5
29.1
119:13
2:05
161:5
2:45
190:21

3

3
6:10 12:5,8 65:21 103:3 147:14 151:7 181:1,19 192:15,23
3-
25:3 26:24
3.7
102:25
30
5:2 8:13 29:10 43:3 146:12 151:6
30-day
48:15
300
173:8
31
5:2 8:14
32
10:7,12,13 98:14
32A
98:9
33
10:13 11:3 98:14 111:4,7,8
33-1611
111:6
330
180:1
33A
98:12
34
123:19,21
34-2020
171:15 177:1
34-2175
39:22
34-2175(a)(2)
40:10
346
113:23
35
36:16 39:1 40:1 41:5,7 157:3
350
154:10
365
60:5,13 127:25
38
139:9
397
131:7
3:00
190:13,14,21
3A
65:24
3B
66:5
3C
66:20 75:18 91:12

4

4
12:16 15:5 21:23 68:23 69:5 101:13 103:3,19 108:10 111:18 136:24 142:6
4,200
125:18 130:18 136:22
4-to-1
88:16
40
141:20 147:14
40,000
41:21 42:3,6,7,10
40-foot
97:1
40s
207:11
41
170:13 171:19
42
119:1,14
435
44:14 166:3
44
147:14
45
36:13 41:9 101:21 102:8 104:23 107:3
45-foot
108:6,22
45-foot-tall
39:11
450
125:18
450-acre
130:12
46
132:13
47
178:11
48.7
102:14
482
145:13
49
160:3
4:00
190:16
4A
76:7 85:7
4A-1
79:20
4B
85:15
4C
15:6
4th
50:13

5

5
11:25 12:11 15:7 25:6 68:20,23 69:5 75:21 76:1 164:9, 15,16,24 166:8 172:15,18 193:14
5,200
27:21
5-acre
115:17
5-foot
25:3 52:4
5-mile
145:3
5-ton
25:3 26:24
50
43:13,15 77:4 107:17,21 109:19 149:3 152:10 167:17
50,000
165:2 166:11,15
50,000-square-foot
167:16
50-foot
96:16 109:11
50-foot-wide
81:15
50-percent
6:16
500
86:19 96:8 111:24 138:8
500-foot
87:6
500-square-foot
53:10
52
135:21 152:7
53
132:5
55
177:13
56.8
102:12
57
104:5,11
5A
15:12 85:23
5B
85:24 87:19

6

6
12:17 25:6 88:14 101:14 103:19 161:16 162:1 172:6 174:6 181:20
6-foot
91:10
6-foot-wide
68:16
6-to-1
88:15 89:25
60
24:1,5 153:14 177:22
60-unit
116:6

61
157:8 177:23
620
44:21 95:21
628
163:11
63
95:16
64.8
119:3
64B
128:25

7

7
22:20 30:20 60:5 90:9,10 111:18 161:17 162:1 182:5
7-7
185:9
7.AA.2
192:12
70s
149:22
72
172:7,18
73.1
193:12
75
116:8
76
52:5 96:23 151:9
77
177:12
78
118:21 174:2
79
166:4
79.1
192:17
79.1.3
192:20,21
79.1.4
192:20,25
7th
111:19 137:7

8

8
12:8 28:14 52:14 68:18 69:6 76:1 102:19,24 103:3,9, 12 161:21 162:1
8-and-a-half-foot-tall
135:18
8-foot
52:16 103:17
8-foot-tall
52:8
80
96:19
80-foot
96:20 97:1
80s
151:15
85
197:11
86
150:24
8C
33:18 42:17
8th
5:14

9

9
70:23 105:7,8 181:4
900
148:4
91
79:14 117:4
92
116:15 129:4
94
151:8
947
170:15 172:2 173:3 177:15
9C
40:11

A

A-1
41:22 68:6,8 70:4 75:18 114:18
a.m.
31:16,19 58:16 60:5,15,22,23 110:3 174:7 181:4
abandoned
137:15
abide
9:16
ability
119:21 201:7 206:14
abridged
10:21
absence
34:22 40:15
Absolutely
199:16 209:8
abundantly
7:13
abut
65:6 76:11 77:13 81:14 94:22
abuts
70:1 116:4 119:4
abutting
23:20 77:16 114:25 117:8 118:21 185:21 205:18
accelerate
144:14
accept
61:19
acceptable
16:9
access
33:24,25 34:4 42:19 64:2,3,4,5, 23 66:15 122:16 154:12,13 158:7 180:10 194:13,17
accessed
74:12
accessing
35:5
accessory
12:8 33:9,17,18 41:18 46:4 91:8 177:3
accommodate
95:7 115:10 172:1 173:11 199:23 200:6
accommodations
170:16 180:5 205:22
accomplish
74:24 124:8 207:18
accordance
13:8 185:8
accruing
27:19
accurate
20:20 79:21 80:13 196:12 200:3
accused
189:6
achieve
132:25
acknowledge
153:9
acknowledging
87:15 123:11
acquired
188:24
acres
125:18 130:18 131:7 136:22 163:7 164:9,15,16, 24 165:11,17 166:7,8,12
Act
81:10
action
29:12 151:25 175:5 204:17 206:16
actionable
193:8
actions
112:20
activate
44:20 195:18
active
115:6 117:19 119:6 124:16
actively
131:24
activities
13:1 60:14 120:11, 15 183:14,15,18
activity
18:7 70:8 72:1 114:22 117:22
acts
158:5
actual
71:2 72:16 80:10 97:10 142:19 151:13 177:19 204:5
Adam
49:9 88:6 161:8 182:2 203:16
add
16:12 47:25 50:22 54:20 61:15 63:12 86:5,7,10 93:6,7 113:25 120:21 121:16,25 122:2 151:20 159:13 166:6 170:10 184:3 195:6 203:22
ADD's
175:8,11
added
12:17 23:4 44:25 52:15 53:4 100:19 106:9 156:13 198:10 201:12
adding
33:23 121:5
addition
13:6 15:23 23:14 38:2,7 53:19 61:24 78:22 80:7 87:24 125:11 164:7 167:13 187:9
additional
31:20 32:8 38:5 44:10 62:7 79:5 85:13,25 86:12,14 88:1 93:8,11 95:16 96:23 98:1,22 121:21 142:23 161:20 168:20 173:3 176:20 204:19 205:4
additions

16:23 44:17 90:12
address
9:21 11:10 12:18 14:8 16:20,21 52:1 53:12,14,16 61:9 63:6 78:9 84:24 86:14 87:13 89:6 93:9 120:21 153:24 183:21 185:7 187:20 191:14,17 198:4, 13
addressed
9:24 85:1 91:12 113:17 183:7 187:18
addresses
47:11 75:18 185:11
addressing
9:3 22:21 61:11 183:23
adequate
71:25
adjacency
105:3
adjacent
51:21 52:2,20 53:15,17 73:19 74:11 99:22 100:1 103:11 107:22 108:13,15 109:11, 12 138:23 143:10, 11 206:6
adjust
199:9 211:19
adjustments
193:11 202:25 207:18
administered
80:6
administrative
7:7 33:2 113:22 163:14 164:13 167:22 185:8 206:10
adopt
170:25
adopted
164:13
adoption
111:11
advance
15:8 203:2
advanced
195:18
adversely
122:20 198:12
advertising
111:21 119:20
advised
64:6
AE
99:9 204:24
aerial
114:20 115:5
aerials
14:2
affected
6:16
affidavit
111:22
affinity
129:22
affirm
5:22 191:2
Afghan
141:16
Afghanistan
141:11
afternoon
180:25 190:23
agencies
13:4 96:5
agency
199:1
aging
149:7,19
agree
55:4 79:1 189:22 202:16 208:8,12
agreed
38:21 78:20 79:5 114:3 176:21
agreement
8:20 12:23 13:7 16:8,22 62:19 85:13 87:21 88:18 91:9 183:19 196:5 198:7
agreements
198:24
ahead
21:24 30:8 188:20
aid
195:12
aim
208:6
air
63:17 103:7 124:16 153:17 174:22
airport
138:12,14,15,23 145:5,7,14
akin
167:12
alcohol
31:15,22
Alexander
201:23,24
Alexis
6:4 95:22 109:15 110:6 205:9,16
align
22:2 135:14
alike
128:22
allowance
31:11 41:10
allowances
13:22 93:6
allowed
6:18 38:2 86:7 88:2 96:6 135:9
allowing
14:12 43:21 66:13
alluded
141:4
alter
65:15
alteration
63:1
altered
85:22 90:11
alternate
178:18
alternative
15:8 41:25 60:1 94:12
alternatives
169:12
altogether
167:15 209:3
amended
48:16 192:16,17
amending
110:22
amendment
7:7 110:24 111:1 121:23
amenities
33:13,23 34:4,23 35:5 46:4 74:9 114:7 139:21 145:25 146:2,13 148:1,3 150:15 157:10,14 158:9 165:22 166:10,20 168:15,17,24 169:22 171:8,10, 18 173:1,12,25 175:24 177:5,9,10, 13,14 178:4,15,17 179:2,19 180:11 205:22 206:9
amenity
36:13,15 41:1,3,4 86:13 121:21 154:24 157:5 158:13 165:7 168:12 169:3 170:5,19 175:15 176:2 177:7,17
amount
42:12 81:6 88:2 143:1 200:5,10
amounts
196:21
amphitheater
137:9
amplified
31:25 53:5 70:14, 22 74:21 75:2 120:22 137:10
analysis
162:24 198:9 202:3
analyze
13:25
analyzed
200:4
anchored
28:6 155:23
anchoring
119:7
ancillary
87:14 114:7 168:19 177:3
and/or
88:22 112:11
Andiamo
130:3,5
Andrea
69:17 137:9
Andreas'
74:17
Andy
125:8
angled
100:4
annual
141:5 187:10 188:3
Annually
195:13
anymore
148:25
anyplace
63:10
apologies
58:25
apologize
181:11
appendix
164:13
applicable
37:14,20 40:9 65:5 77:8,10 85:20 113:1,7 204:21
applicant
5:2 8:2,13,18 10:7, 12,13 11:3 58:20 61:7,22 96:25 98:9,12 110:7,13 118:13 123:19,21 131:21 162:16 164:10 173:24 176:21 182:3,12 183:15 184:1 186:3 187:8,9,18 198:8 206:16 207:17 208:15,23 209:7
Applicant's

5:5,13 8:13 98:13 116:9 119:22 160:23 164:1 165:21 192:5 209:12
applicants 132:2
application 112:15 122:24 188:9 191:16 192:2 198:10
applied 77:13,18
applies 37:12 76:8,25 77:2 81:9
apply 22:14 32:10,16 36:19 38:9,16 40:3 41:16 62:25 70:3 94:17 111:9 113:5 188:14
applying 20:17
Appraiser's 206:24
appreciating 160:8
approach 128:21 151:18,20
approachable 127:8,11
appropriately 13:25 45:7
appropriateness 45:18
approval 13:14 22:1 24:8 55:15 61:13 75:14 80:20 88:18 91:9 92:18,19 113:23 163:14 167:22 174:1 177:6 207:13
approval/ construction 89:1
approvals 45:25 89:13
approved 13:3 68:14 76:18 77:5 80:20,25 81:8,10 88:22 92:12 170:18
approximately 174:22
appurtenances 40:4
April 5:14 111:19 210:3
apron 29:19
aquatic 182:6,10,14,17,25
Arawak 131:11
arcade 71:13 72:25
archaeological 137:21
architectural 15:24 16:5
Architecture 98:17 203:19
area 14:1 16:14,17 19:13 23:18 24:14, 16 25:22 29:20 40:6 43:25 52:4,9, 17 63:10 66:12,13, 14 68:15 73:3 76:2,13 77:15,21 79:5,11,12 81:13, 15,19 97:8,22 99:6 101:17 104:19 111:10 114:18,22 115:6,11 116:3,15 117:10,12,15,17, 23,24 118:14,17 119:6 120:6,8,18 121:2,3,13 122:15 123:12 126:13,18 129:15,22,23 130:13 141:21 144:7,10 156:18 166:16,23,24 167:23,24 168:6 171:25 182:8 196:18,19
areas 12:24 16:16 29:14 31:15,17,21 53:8 64:5 65:13 76:9,10 83:21 84:12 85:11 99:8,9,11 113:4 117:8 122:21 123:12 124:3 125:20 127:1,4 129:1 135:23 136:16 137:4 139:15,18 163:15 167:4,13,14 180:19 197:17
argue 193:22
argument 35:8
arise 18:6
Army 25:23
arrangement 56:17
arrive 44:4
arrived 162:21
arterial 194:9
arterials 194:16
artfully 21:13
Arti 136:25
artifacts 136:23
Arts 137:1
asinine 157:20
asks 6:12
aspect 10:22 78:3
aspects 61:24 95:12
Aspen 126:17
assigned 178:5
association 132:22
associations 132:10,11,17
assume 171:16 173:20 202:3 211:22
assumed 176:15
assuming 24:11 172:3
assumption 196:24 211:9
at-risk 192:15
attached 13:15 76:23 85:7 94:5,14
attack 138:21
attaining 193:13
attention 115:24 194:6,23
attorney 55:1
Attorney's 8:7 59:2
attraction 175:23
attractive 179:20
attractors 166:19
augment 79:5
authenticity 127:7
author 87:20
authority 59:11
authorized 13:1
authorizes 47:22
authorizing 13:10
automobile 169:12
availability 193:18
average 25:7 176:7 180:13, 20
avoid 7:3 76:20
awarded 150:8
awards 133:11 138:25
awareness 193:19

B

baby 48:3
back 10:14 19:25 21:12 24:8 25:5 27:1,19, 24 28:8,15 39:9 40:8 49:6 50:1 58:17 66:22 67:23 68:7 72:17 75:16 78:6,8 79:25 83:9 84:1,15 88:11 90:25 92:8 98:22 104:9,22 107:16 108:22 109:15 110:4 117:25 124:18 126:22 130:19 131:10,13 136:24 137:7 140:14 144:23 148:18 149:15 151:7 152:10 154:10,18 157:12 159:13 160:7,8 169:5 179:3 192:8 196:7 197:2,25 200:18
back-house 167:14
back-of-the-house 167:4
background 75:10 124:1 125:15 136:13 182:16 186:21
backs 193:25
bad 154:7

balance
35:3 175:18 206:11
balconies
16:12
balcony
16:19 109:7
bald
17:21
ballooning
158:12
band
120:14
bank
88:15,20,24 89:5
bankruptcy
132:19
bar
120:7 156:25
barely
135:16
Barraco
62:4 63:5,8,18,21 89:8,9,18,24 92:16 189:23
barrier
202:22 203:2
barriers
143:3
base
28:17 57:6
based
44:17 56:4 75:13 80:25 93:9 113:6, 15 116:21,24 122:17 126:16 163:1 164:3 168:13 172:14,18 173:1 177:17 178:20 181:2 200:12 209:25
baseline
33:14 86:2
basic
191:14
basically
18:20 36:17 55:25 56:6 58:7 73:24 84:10 95:17 137:1 139:16 150:24 154:4 159:15 170:15 178:7 183:17 188:12
basin
45:8 177:11 185:12
basis
50:18 169:21
bat
17:19,21 18:2,11 19:2 22:9
bathrooms
158:22 205:25
bats
19:12
bay
140:18
Bayside
114:19 115:3 116:15 117:4,7 177:25
BC
136:24
beach
22:24 41:6 51:17 52:20 76:10 77:15 78:15 85:13 92:5, 22 104:8 108:11, 18 109:7,9 119:10, 12,17 120:6,7,8 126:12 127:9 140:6 141:23,25 146:7 157:25 158:4,7 159:11 171:21 174:3 177:24 178:9 179:6 180:10 202:20
beat
205:7
bedrooms
205:24
beef
82:8
begin
162:3,13
behalf
131:2 133:10
behavior
148:23 176:17
belabor
11:5 84:6
bell
149:10
Belle
136:25
benchmark
151:8
bet
8:21
Beth
80:18
beverage
31:2 70:11 71:12 91:22 120:8,10,19
bicycle
169:13
bidirectional
200:14
big
29:20 145:12 156:21 169:21 186:16
bigger
50:15,16 143:13 158:21 159:4 166:18
bike
93:11 125:5 179:5
biking
178:19
billion
181:14
binder
10:15
biologist
139:25
bird
15:16,22 16:2,21 81:9 134:6,11 135:13 140:1
birds
16:10 138:9,15,17, 21 139:19 154:21
bit
82:8 102:16 124:1, 4 125:8 128:12 129:19 134:2,17 136:13 159:7 185:24 196:2
black
74:2 99:7 173:12
Blackrock
169:16,18
Blackstone
147:10 151:16
Blind
195:4
block
66:2
blown
152:24 153:4
blue
99:8 144:6,9
boar
131:5
board
6:6 7:10 78:17 83:9 132:14 211:14
boardwalk
12:25 13:3
boardwalks
14:21
boat
44:15 46:3 53:20, 21 54:9,11 96:20 97:1 177:11 183:13,15,17
boaters
45:15 117:18
boathouses
184:10
boats
96:14,18
Bob
6:2 78:16 83:8
Bocelli
137:9
bolder
101:3
bonneted
17:19,21 18:2,11 19:12 22:9
bore
181:7
bottom
46:23 101:3,4 120:6
bought
131:8 138:1 139:13 143:25 147:9 149:13
boulder
29:5
boulders
25:4,5 26:1,2,3,21 27:2,4,6 29:3,6,9, 20 143:12,13 152:25
Boulevard
197:18
boundaries
182:10,12
boundary
9:8 94:23 111:25 112:2 187:24
brand
127:12 130:3 150:13
brand-new
148:10
brands
130:1 151:3
break
10:18 16:1 43:24 58:14 109:24,25 110:2 181:22 190:11,13 211:8, 11,14,15
breaking
26:18
breaks
144:8
breakup
29:12
Briarcliff
205:18
bridge
173:18 193:3,5 195:4,8,11
bridges
193:1
briefly
9:19,22 63:6 97:8
bring
25:10 52:10 101:15 103:2 108:2 133:8 175:5
brochures
22:22 45:15
Broek
160:11

brother
141:10
brought
124:17 128:14
207:6
brown
29:23 62:3
Buckingham
113:2
buckled
154:2
budget
196:8
buffer
24:10 51:20 64:25
65:4,10 66:20
68:6,16 70:2,3,4
73:16 75:20 76:8
77:8,13 79:7 81:6,
15 85:19 91:12
buffering
64:20 66:2 206:21
buffers
64:22 66:16 68:5
85:15 121:24
build
56:1 57:22 101:10,
16 103:2,10 128:1,
17 135:23 137:19
139:22 152:3,10
154:1
build-back
7:17,19
building
12:12,13 16:7,15,
19 21:10 26:20
30:5,6 31:8 36:7
38:23 39:11,14
43:24 51:18 52:10,
18 56:19 57:23
67:11,16,22 68:1
74:4,10 91:4,21,22
92:9,25 98:20
99:11,22 100:2
101:18,19 102:8,
10,21,23 103:2,4,
20,23,24,25 104:7,
9,21,23 105:3,4,
18,20,22 106:5,24
107:11,18,20,21,
22 108:12,14,16,
21,22,24 109:1,9,
10,12,13 117:11
118:25 119:2,13
121:16 134:12
135:10 137:22
142:22 143:18
145:20 152:5,16
154:3 155:17
157:5 158:11,20,
25 159:1 166:13
167:13 174:16,17
203:18 204:3,6,12,
18
buildings
9:10,17 20:1,4,15,
18,21 30:9 33:9
36:15 41:4,17
54:14,15 56:24
57:5,10 69:23
91:15 100:5,6
102:15 103:9,18
104:4,14 105:6,14,
25 106:3,21 107:5,
15,17,23 108:19
109:5,6 116:25
117:12 118:8
119:8,19 135:20
149:21 153:22
162:23 203:21
204:7,9,13,23
207:5
built
79:17 98:2 104:1
106:24 107:9
116:22 125:7
128:25 135:17
142:25 146:6
149:22 154:18
170:13 172:21
175:7 176:12
205:20 206:5
bulk
16:12
bumps
139:9,10
bunch
97:23 138:25
burden
193:23 207:14
burial
130:24 131:12
buried
130:23
business
180:12 181:1,5
businesses
6:19 132:6,7,8
147:23 171:19
buy
57:22 128:13
by-right
47:17

C

cabana
91:14,17,19
cake
39:17
calculations
168:17
call
25:17 112:7
151:25 164:7
205:24
called
22:4 71:12 73:8
134:10 151:2
calling
47:17 177:1
calls
50:9
calm
157:15
cameras
202:18,20,22
203:8
camp
71:14 72:4 207:11
cap
40:14,17,21 43:6,
11,18 44:3,5
capability
128:15
capacity
194:12,15,18
195:6 197:10,11,
14 200:11 201:12
capacity-adding
194:21
capital
147:11 192:24
195:1
caps
44:23
Captiva
32:5,9 34:15
37:12,14,20 38:16,
20,23 39:22 46:17
53:15 54:16 64:2
94:13 110:20,22
111:13 112:9,20,
21 113:1,6 121:10
124:23 125:1
141:24 147:21
149:20 163:23
169:12 192:1,4
195:7 196:3,5,10,
17,20,21 197:1,6,
22,23
car
149:15
card
67:18
care
142:15 152:19
Carib
131:11
Carl
62:4 78:2 89:2,6,9
92:16
Carolina
134:22
carry
80:21 172:4
carrying
11:24 194:15
cars
44:5
cart
68:3 74:7,12 88:3
157:22 158:7
167:23 174:10,24
175:11,19 176:1
178:19
carts
22:23 74:14
139:13,14,15
157:22,23,24,25
158:2,4 174:13
Casali
130:18
case
5:16 6:15 31:2,4
57:4,16 62:16
80:23 101:12
104:11 111:12
145:3 173:8
176:20 189:11
195:3
caseload
211:18
cases
5:8 121:16 132:14
185:10,15,20
188:6
Casole
130:18
castle
137:14
catch
100:2 108:7 181:4
catch-22
6:24
category
47:15 133:24
147:15 192:22,23
193:14
cater
180:7
Cathy
14:6,9 18:9 22:6
caught
170:24
causeway
163:23 166:20
196:14,15 199:21
causing
192:22
cavity
18:1
CCCL
106:24 107:10
CCL
79:14
cease
32:3 53:8
ceases
70:23
ceiling
16:19
ceilings
135:19
celebrate
127:19 140:13
cements

33:10
center
43:22 68:24 69:6 99:9,12 101:8 114:21,23 115:9, 17 140:11 148:24 158:10,15 178:8 195:16 199:8,10 203:5
centers
128:1
central
102:4 107:20 146:4
century
131:14 137:7
CEO
124:10
CEPD
78:15,16,19 80:6 83:4,8,9 84:10,14
certificate
89:19
certification
89:19
Cesar
150:16
cetera
9:14 120:19,23 142:10 155:24
Chadwick
167:25
Chadwicks
164:17
chair
162:6,9
chaise
73:17
challenges
150:21
challenging
184:21
chance
199:22
change
6:22 11:6,25 13:6 41:20 46:1 62:12 63:20 101:6 125:9 151:19 159:7 195:23
changed
6:24 11:21 17:20 88:4 139:14 149:1 155:9 189:24
changer
157:6
changing
90:21 209:20
channel
29:11 96:3,4,11 97:17,18 138:24
Chapter
111:4,7,8
character
174:12
characteristic
180:23
characteristics
113:16 196:21
charity
141:12
chart
116:13 166:1
charter
168:3 201:11
charters
168:3
check
5:9 17:15 25:23 35:3 44:6 67:17,21 149:16 152:20
check-in
154:3
checked
149:8
checking
181:4
chief
56:2 202:8
children
179:21
choose
57:21
Chris
74:17
Christian
69:17
church
130:24
cinghiale
131:5
circled
166:22
circles
144:9
circumstances
60:15
cite
81:3
cited
81:2
citizen
193:19
city
197:21 200:12 201:10,15
City's
200:22
clarification
33:21
clarifications
110:11
clarified
144:20
clarify
22:6 23:5 36:12 110:14 162:22
clarifying
64:17
clarity
21:14 82:10 90:14
Class
192:15
clause
22:7
cleaned
153:6
cleanup
141:23 142:1,3 148:7
clear
7:13 9:9 33:25 35:13 87:3,12 91:13 119:23 147:12 190:6 193:8
clearance
193:17
clearer
72:11 101:1
click
125:25 195:20,23
clicker
125:25
clientele
96:21 129:19
close
9:19 71:8 72:18,22 73:21 88:19 91:14 146:1 156:19 160:11 171:24 180:15 190:19
closed
60:6 62:11 73:24 136:11
closed-loop
136:5
closely
115:21
closer
67:19 71:9 101:7, 14 107:6 115:19
closes
72:21
closest
102:23 104:5 105:4 118:21,25
closing
8:16 9:1
clothes
142:9
club
71:14 72:24 97:1 105:1,2,8 107:8, 24,25 118:25 128:10 155:18
clubs
102:13 133:8
clunky
69:7
cluster
43:17 168:14 173:19,20 177:9, 12,13 178:4,13,14, 15
clustered
115:21
clusters
84:18 173:13
CM
165:10
coast
134:13 142:1
coastal
26:23 38:4,9,12 99:8,12 101:23,25 104:21,22 105:10 107:1,14 108:5 123:12 135:23 152:6,9 155:5 204:8,16,21,22,24, 25 205:2
coastline
24:25
cocktail
180:5
Coconut
150:16
code
7:20 13:9,19 21:5, 18 22:2 33:4 36:9, 18,25 37:6,11 40:10,12,18,20 46:20 47:8,15,19 48:9 50:10 51:24 55:13 65:11 67:18 73:21 77:3 81:12, 14 86:6 87:17 89:16 103:20 106:25 108:21 110:19 111:13,21 112:4,16,18 117:2 120:21 121:17 122:9,12 123:13 135:9,11 168:18, 25 169:1 171:6 173:4,16 176:5 178:22 179:2 180:1 184:5,9 185:9 188:22 206:11
Code's
180:16
code-allowable
54:16
Code-required
170:7 171:2
codes
103:13 135:14 170:21
codify
80:23
coexistence

22:20
cohesive
64:21
collected
197:2
collection
136:3
collective
42:4,5 177:19
collectively
27:21
COLLINS
5:3,7,12,20 6:1 8:12 10:8,11,17, 20,23 11:2,16,19 12:10 14:1,15,19, 23 15:1,4 16:4 17:2,5,9,13,18,24 18:18,24 19:1,5, 16,19,21 20:8,10, 12,20,24 21:3,16 22:3,12,18 23:3, 21,23 24:9,14,16, 22 25:9,13,17 26:9,13,20 27:7, 13,15,17,25 28:3, 12,16,19,24 29:22 30:1,11,17 32:9, 12,15,23 33:8 34:5,11,14,17 35:1,7,10,18 36:17,21 37:2,16, 19,23 38:8,11,14 39:3,6,12,15 40:11,17,20 41:1 42:2,8,11,14,23 43:5,20 44:7 45:19 46:7,22,25 47:5,20 48:7,14,21,25 49:6,19 50:5,9,17 51:5,11,15 52:22 53:21,25 55:6,9, 18,24 56:13,22 57:14 58:10,13,17, 21 59:19,21 60:14, 21 61:4 62:5,25 63:15,19,22 64:8, 11,16 65:17 66:22 67:5,9,13,24 68:5, 11,20,22 69:3,9, 14,21,25 70:7,20, 24 71:11,17,22,24 72:3,6,10 74:2,6, 20 75:11 76:4,14, 24 77:3,20,23 78:5,7 79:10,19 80:2,11 81:25 82:4,10,15,18,20, 24 83:18,21 84:6, 17,21 85:2,5 87:7, 10 89:4,16,22 90:3,9,15,17,20,23 91:16,20,24 92:3, 11,17,20 93:16,20 94:1,4,8,17,24 95:9 97:13,19,23 98:1,4,6,13 109:17,23 110:1,4 117:25 118:3,16 123:16,20 126:6 150:6 156:6 160:19,22 161:1, 16,19,24 162:2,13 174:15,23 175:1 179:11,15 181:21 182:18,21 183:6 184:13,16,24 188:20 190:10,12, 16,18,20,22 191:1, 6,13 198:18 199:3 203:14 207:22 208:3,9,12,19 209:14,16,19,24 210:9,11,14,16,22, 24 211:2,6,13,17, 21,25
colonies
19:9
color
164:20
Colorado
126:18 142:2 146:25
colors
99:3
combination
52:13
combine
15:14 117:4 159:8
comfortable
15:18 36:7 42:9 178:24
commenced
5:14
comment
110:13 112:9 163:11 207:17
commentary
208:4 209:17
comments
61:2 151:13 181:19
commercial
93:6 115:7,9,17 117:9 121:12 164:9,17 165:11, 16,17 166:7,8,24 167:3 168:4 169:3, 23 171:11,19
Commission
137:1
Commissioners
6:7
commit
148:2
commitment
53:10
commitments
45:2 169:11
committing
60:4,11
common
163:20,25
commonly-owned
53:17
communication
45:23 92:2
communities
35:19 110:19 111:5
community
35:23,24 110:14, 15,17,21 111:17, 20 112:22 113:2 134:23 135:3,4 136:16 161:8
community-specific
110:22
Comp
9:20 193:7,11,23
company
124:10,18 126:16, 21 130:2 140:25
comparable
200:7
compare
9:18 99:21 102:2,3 103:23 104:25 109:6
compared
52:18 105:16 119:2
comparing
86:4 98:20 99:20 100:18 107:7,17
comparison
9:6,11 99:25 100:4,11 103:23 106:9,14 108:2 109:4,8 113:21
comparisons
98:22,23 99:14,21, 23 100:7,14 108:18
compatibility
33:6 52:1 109:13 110:10 113:10,20 114:9,12 117:2 119:10,18 121:1,7, 9 122:14 171:5 205:12 206:1,13, 19 207:3,14
compatible
104:15 106:7 122:14
competes
156:4
competing
132:6,7,8
complete
211:2
completed
25:25 30:4 89:25 154:15,23
completely
106:12 107:10
complex
84:9 87:19 117:9 132:15 154:17
compliance
9:20 11:21 20:13 21:18 51:24 65:11 89:2,19 148:9 182:15 184:4,20 187:1
compliant
20:5 52:24 79:4 89:17,18 105:12, 23 107:14 122:8, 11 134:8 159:17
complied
206:10
Complies
66:8 88:13 91:1 94:19 125:13 133:5 134:18,20 142:13 143:7 144:4 146:16 148:19 149:25
comply
20:2,18,21 21:9 32:4,7 54:23 61:18 103:13 112:16,17 152:15,17
component
75:17 165:9
components
171:8
composition
172:14
comprehensive
110:24 111:1 117:2 191:19 197:8
comprise
164:16
conceded
57:3
concept
11:9,16 25:10 64:12 112:25 113:5 204:5 210:12
concepts
15:15 31:13
concern
43:20 48:18 69:21 70:8,13 168:11,12 209:12
concerned
17:7 57:17,25 58:9 71:17 74:21 91:4
concerns
207:19
concessionaire
157:22
concierge
140:20

conclude
5:15 122:7 160:22
concludes
94:25
concluding
110:7
conclusion
198:7
conclusions
198:8
concrete
28:6 29:19 206:18
concurrency
196:11,17 197:4
198:1
condition
11:8 12:1,4,8,14,
16,17,22 15:5,7,
12,16,22 16:13
18:10,19 19:17
21:6,23 23:5
30:20,24 33:10
35:4 37:21 38:21
40:8 43:12 44:7,8,
17,23,25 45:14,21
46:9,10,20 47:6,11
51:19 54:12 55:1,
25 56:5,14 59:8,15
60:17 61:3,6,19
62:20 63:19,23
70:23 73:4,13,24
75:18 76:20 77:19
80:24 81:2,9,20
85:7,8,14,23 86:16
88:17,20 91:9
94:12 135:22
150:25 151:1
160:9 164:4 171:3,
6 177:6 183:17,23
185:4,6,11 186:1,
13,17 187:10,14,
21 189:16 190:2
201:9 206:15,17
208:14,25 209:2
210:1
conditioned
41:20 122:13
conditioning
103:7 153:17
conditions
5:17 8:17,23,25
9:7,10,14 10:6,24
11:5 12:1 15:19
17:22 21:14,17
30:23 31:14 61:11
65:3,14,18,19
75:14 80:22 81:4,
10 85:21,25 86:14
93:2,8,25 95:1,3
96:1 113:17
120:25 122:2,23
123:8 172:22,23
179:9 182:4
188:23 191:24,25
196:3 207:13,16,
25 208:5 209:11
condo
86:23,25 128:25
143:16
condominium
31:10 69:23 71:19
76:11 100:1
115:13 116:7
118:21
condominiums
106:18
condos
74:24 107:25
108:3,5 178:9,10
conduct
110:16
conducted
111:19
conducting
110:13
Condé
150:9
conference
114:21 148:24
166:14,25 167:14
confirm
37:14 196:24
conflict
194:15
conflicts
50:7 96:11
confusing
47:18 208:22
congestion
192:22
congestion-related
202:24
conjecture
151:12
conjunction
23:19 31:1 49:17
79:17
connecting
70:4
connection
76:15
connections
194:14
conservation
138:5,14,17
conservative
113:25 114:4
116:19 171:17
conservatively
165:2,3
consideration
160:17 165:20
173:2
considered
168:16 178:19
consistency
9:20 75:23 110:9
consistent
66:17 88:25 89:13,
14 109:14 117:1
182:7 185:9,15
192:14 197:2
206:4
consternation
77:12
constrained
192:5 197:7,9,10,
16,21,22
constraint
202:1
constraints
196:8
construct
13:3 44:20
constructed
44:23 61:14 89:11
119:2 193:4
constructed/
installed
23:8
construction
13:10 31:9 66:4
67:12 68:14 99:13
101:25 105:10
107:1,14 108:6
139:8 187:23
188:11
consumer
129:8 148:23
consumers
129:2 135:24
consumption
30:20,25 31:15,18
33:3 47:22 53:7
120:22 121:2
122:1
contact
160:11
contamination
45:10 183:22
contemplate
169:2 176:5
contemplated
170:8
contend
99:8
context
23:1 204:13
207:12
contingency
45:10 183:22
188:3
continue
6:2 30:1 53:19
60:15 120:24
174:14 181:16
197:13
continued
32:24 66:13
continuous
84:18
contract
144:1
contractor
153:13
contractually
154:9
contraflow
195:22
contrast
150:12 151:7
contribution
55:2 57:12
control
58:4 74:13 78:18,
19 83:7,11 84:2,10
99:13 101:25
105:10 106:24
107:2 108:6
157:24 198:21,22
controlled
194:17
convention
43:22 166:14
180:11,12
conversation
147:6 148:8 166:2
converting
148:24
converts
62:21
conveyance
54:12
conveys
21:8
convoluted
171:12
cookie
128:22
coordinate
153:12 205:8
COP
31:5 46:10 49:20
copies
95:25 98:5 161:11
copy
12:5 98:7,10
161:9,11 162:4,11
coral
140:17,18
corner
73:13 74:3 100:1,4
107:21,22 108:15
109:10 125:8
150:19
Corning
131:8
corporate
141:3 142:5
corporately
124:3
Corps
25:23
corral
138:22
correct

11:1 14:18 16:6 19:4,14 24:13 32:16,25 34:9,13 36:1 53:24 54:3,6 63:18 70:6 82:22 83:1,6,22 94:6 175:9 208:2
correcting 42:14 75:24
correctly 169:21
correlates 46:9
cost 53:18 55:20 158:12
count 37:6 97:4 196:7, 16,25 197:3
counting 44:13,14
country 180:19
counts 95:14 196:9,19
county 6:6 7:19 8:7 13:14 32:6 53:9 59:1,10 81:12 83:16 88:22 89:20 123:6 124:22 152:5,12, 20 160:7 165:4 181:14,24 190:24 191:17,18 193:16, 18,23 194:3,8,20, 25 196:7 197:20 198:22 199:2 200:20 202:13,21
County's 95:21 181:9,13 192:8 195:9
couple 78:14 110:11 124:1 126:19 129:3 136:18 147:4 157:11 181:8 183:20 188:18 198:20 203:17
coupled 29:2
courses 180:10 185:22
court 117:8
courts 114:25 115:11,16, 25 154:2 180:10 206:8
cover 41:11 52:5 135:8 157:3
covered 16:12,17,18 73:2 84:19 156:20 184:1,7 194:17
COVID 133:16
cow 148:11 205:18
craft 95:22
crawl 101:17
create 50:7 101:16 103:22 109:3 139:18 169:24 204:19 206:18
creates 107:12
creating 117:22 160:8
creative 139:1
credit 55:11
credits 55:2,4,14,23 57:13,20 58:3 59:9
Crespo 8:15 10:10,14,18, 21 11:1,5,18,20 12:11 14:6,8,20,25 15:3,6 16:6 17:4,6, 12,16,20 18:9 19:24 20:9,11,14, 23 21:1,11,21 22:6,11,16,19 23:4,22 25:16 30:13,15,19 32:11, 14,17 33:1,9 34:10,13 35:2,9,17 36:1,4,6,20,23 37:17,25 38:10,13, 21 39:5,9,13 41:3, 13,16 42:5,9,13, 16,25 43:7 44:2,8, 14 45:20 46:8,23 47:2,12 48:5 49:9, 18,24 50:3 51:13, 16 53:1,3,23 54:1, 4,7 58:15 59:23 60:25 61:5,23 62:6 63:3,7,23 64:10, 13,18 65:19 66:9, 11,23 67:2,4,6,11, 14,25 68:7,13,21, 25 69:7,12,16,24 70:6,22,25 71:3 75:1,13 76:6,16 77:2,9,22 78:1,6,8, 12 79:2 80:14,16 84:23 85:4,6 87:9, 12 88:10,14 89:6 90:7,10,16,19,22, 25 91:2,18,21 92:1,5,14,19,21 93:19,21 94:2,10, 18,20,25 95:6,10 109:19 110:6 118:2,5,10,12,14, 17 123:18 161:5 169:9 189:5 210:5, 13,15
criteria 88:25 112:8,16,18, 24 113:4 122:9
critical 122:20 192:21 195:15
cross 93:21,24 204:14
crossings 22:21
CROW 140:23
crowded 157:12
crowding 148:4
crowds 140:9
crush 28:17
crushed 24:12 28:9,20 94:11
crux 33:22 35:8
culture 139:5
cumulatively 42:5
current 6:18 7:1 9:14,15 13:22 33:4 57:6 62:19 77:5 89:14 95:16 96:13,24 102:25 103:1,13, 20 105:17 107:9 112:11 113:22 122:22 137:17 164:4 167:18 186:5 193:12
cushion 204:20
customary 31:3
customers 129:12
cut 151:9
cuts 53:6
cutter 128:23

D

daily 31:16 60:23 166:19 169:15
damage 24:22 29:8 143:25 153:15,16,23 154:4 155:1,15,21, 22 207:5
damaged 23:9 100:21 103:16 105:9,20 108:24 152:22 154:17
Daniels 197:16
dark 116:1
dash 99:11
dashed 94:22 182:8
data 117:15 196:15
date 11:8,9 33:16 148:7
dated 147:9
daughter 141:11
David 62:3
day 5:4 60:7 70:10 138:8 142:3 159:16 164:1 170:2 198:1 200:16
day-to-day 131:25
days 13:14,17 21:25 32:2 45:3 60:5,13 61:13 93:12,13 127:25 152:7 163:10 171:23 211:10
daytime 120:15
db(a) 32:21
db(c) 32:21
dead 14:3,11
deal 44:25 56:10 59:3, 16,18 128:10 162:16
dealing 31:14
deals 32:17 60:4 61:7 91:2
dealt 59:13
dear 141:9

death
134:10 205:7
Debbie
169:14 180:7
debris
153:11
decades
114:24 123:7
decals
16:11
decide
207:21
decided
27:1 144:16
decision
58:8
deck
29:13 155:13,14
decking
206:19
declared
81:24
decline
148:21
deconsecrated
130:24
decorative
68:17 69:9 76:2
decrease
16:2 121:14
163:18
decreasing
121:12
deep
142:25 188:24
189:8
deeper
189:9,12,13
defer
92:15
deficiencies
192:7
Defilippo
181:17,23,24
182:20,23 183:9
184:14,18 185:1
188:25 189:10,13,
17,21 190:1,4,7,9
defined
33:20 46:20 47:15,
18 111:10 167:22
defining
46:19
definition
46:25 47:7 48:9
113:11 117:1
degree
178:1
delegate
59:11
delete
209:2
delineated
104:20
delta
101:15 102:15,18,
21 163:4,11,12
164:5 165:10,18,
22 166:1,3 170:4
171:7
demand
97:5 129:2 174:5
180:20,25
demands
16:17 192:14
demonstrate
45:6 182:15 184:4,
20 207:13
demonstrated
54:14 114:1
122:18,24 123:3
133:1
demonstrates
194:24
demonstrating
23:12 120:11
density
26:5 123:1 166:6
178:1
DEP
14:12 23:8 81:10,
19 83:12,17 84:16
158:3 204:8
departed
167:25
departing
171:16
Department
55:3,15,21 56:15,
20 58:7 138:13,18
153:7 193:25
departure
171:6 208:17
209:17
depend
211:18
depicted
43:25 83:22
depicting
94:23
deployed
191:23 194:11
depth
205:5
deputy
199:25 200:6
202:2,4
describe
187:16
description
55:16,21 79:22
164:14 176:11
180:1,3
design
16:7,20 92:9 95:16
96:12,25 100:23
101:10,15,23
102:9 103:3
134:24 135:1,2
201:3 205:6
designated
194:10 206:7
designates
104:20 197:8
designation
192:4 197:7,25
designed
59:1 88:24 207:1
desired
66:18
desk
6:6 81:21 149:10
destination
47:21 170:1
destroyed
67:22 73:5 84:13
106:13,16 155:17
158:23
destruction
153:1
detached
178:10
detail
38:4 78:9 98:15
186:5
detailed
76:12 90:12
185:23
details
14:20 93:23
determine
57:15 163:8 200:5
determined
100:21 172:9,23
205:5
develop
116:21 124:4
125:19,20 129:1
164:10 196:17
developed
66:15 114:25
116:3
developer
127:24 131:16,18
160:3,12
developer's
169:11
developers
142:17 194:1
developing
166:2 197:4
development
5:4 11:20,24 13:9,
10,12,22,25 22:2
36:9,14 45:4 46:1,
2 47:8 48:9 51:24
56:4 59:12 62:14
66:18 68:14 76:15,
17 77:4 78:2 79:23
80:21,25 81:3,5,8,
11 83:15 84:19
85:8 86:6 87:2
92:12,15 110:19
111:13 112:4,12
113:24 116:18
120:20 121:15
122:9,10 123:10
125:3 126:25
127:25 128:3
131:25 161:9
164:12 166:23
168:25 169:1,6
173:24 174:1
176:5 178:22
180:16 183:7
184:5,9,21 187:7
188:22 189:14
196:13,22 197:13
198:3,14 205:19
206:11,16
developments
62:23
develops
127:10
deviation
37:20 38:18 51:19
63:25 64:7,14,20,
25 65:5,21,25
75:15,18 76:7 77:5
79:20 81:18 85:7,
18 88:14 90:24
91:16 92:4,13,21,
23 93:1,10,17,21,
24 94:4,11,15
112:8,16 123:9
170:8,10,11
171:13,14 173:10
176:25 177:6
205:14 206:20
210:2
deviations
5:17 11:11,12
63:24 64:9,19
65:12 90:11 94:10
95:1 112:10,11,14,
15,23 113:3
122:12 207:25
208:5 209:5
Di
130:18
diamond
150:4,6,8,17
dictated
101:22
dictates
99:7 110:21
die
144:13
died
141:16
difference
102:24 103:4,18
104:12 105:6,13,
19,21,25 106:22
107:4,15 108:9,23
163:6,8 165:20

171:7 180:6 203:19 207:8
differs 181:1
difficult 125:19
difficulties 203:7
diligence 147:16,17 149:12
diligently 87:14
dining 73:1,2 75:10 156:20,21
dinner 159:7 174:6
direct 22:19 100:14 201:21
directed 63:16 74:23 185:10,15,19,25
directing 199:25 200:16 202:2,7
direction 193:8 209:9
directions 200:15
directives 194:6
directly 73:19 74:10 79:2 109:10 134:13 146:14 158:17 163:5 174:2 208:15
director 98:18 172:9,13,23
disadvantaged 142:7
disagreement 209:7
disappointing 153:6
disaster 185:5 192:8
disasters 9:12
discourage 183:2
discovery 139:20 140:3
discuss 18:10 89:3 163:6 166:10 178:21 191:21,22 197:6
discussed 101:21 102:15 110:12 112:8 148:9 164:7 204:4
discussing 170:3
discussion 6:9,21 54:24 58:20,24 59:5 60:9 61:22 118:13 162:18 163:4 164:9 165:10 171:22 189:19 191:20 192:4 196:4 205:11 210:6
discussions 200:13
disgusting 151:23
Disney 138:24 142:9
display 137:2
distance 74:15 86:20 100:13 106:20 196:14
distinct 43:11
distinction 181:6
distorted 127:18
distribute 43:21
distribution 43:18 96:15
district 17:17 20:2,5,17,25 49:13 88:23 167:19 168:5 186:24
districts 99:4,5
Doc 73:8 114:21
dock 98:11,14 153:2 184:10
docking 44:15 172:20 182:11 184:19 185:12
docks 96:15,19 182:22
document 11:12 15:13 17:8 80:24 94:5 98:15
documents 6:5 8:6 110:10
dogs 138:20
dollar 151:18
dollars 181:14
dolphin 168:1
Don 150:16
donate 140:25
doors 16:14,24 152:12 159:17,19
DOS 84:16
DOT 190:24 191:23 193:8 194:3,5,11, 25 195:12 200:25
double 97:3
doubling 86:3 121:19
draft 10:5 186:1
drafted 18:8 188:5
dramatically 155:9
draw 115:24
drawbridge 195:10
drawbridges 193:2
drawings 80:20
dredging 183:2
drive 38:20,24 53:15 56:25 64:2 144:22 149:15 156:15 157:10,25 179:3 192:1,4 196:3,5, 10,17,20 197:1,22, 23 203:17
Drive's 197:6
driven 42:19
drives 64:4
driveway 194:14
dropped 51:19,22
drought 61:20 62:1
drove 149:9
dual 129:7
dubious 5:10
due 23:1 31:25 93:6 147:16 149:12 196:8,20 197:24
duly 32:17 46:16,18 47:2
Dumpster 90:20
dune 76:13 77:6,24,25 78:23 79:21 81:18 83:20 143:20 144:6,7
dunes 77:21 78:21 79:11, 12 82:11,12,13,14, 19,21,24,25 84:12 142:22 144:11 158:1,2
duplicate 181:11 186:14
duration 120:2,3
dusk 22:24
duty 124:16
dwelling 51:21 176:18 206:3

E

eagle 17:21
earlier 22:5 111:6 141:4 143:9 182:4 183:24
early 84:10 170:8 180:25 181:15 193:6
easily 69:8 95:6
east 164:24
eave 104:7,8
echoed 183:3
edge 73:18 135:16 139:23
Edition 176:7
educational 22:21,22 45:15 137:3 139:10 185:13
effect 28:11 65:8 152:8
effectively 26:6 72:17 165:14
effects 74:21 192:11

efficiently
188:13
effort
111:15
efforts
141:1,14,22
186:14 192:13
elaborating
209:17
elderly
74:15
elected
11:13
electric
139:14
elements
183:5
elevate
160:1
elevated
12:25 52:17
158:14
elevating
142:21
elevation
99:4 100:23
101:10,11,15,22,
23,24 102:9,11
103:3,18 104:24
106:25 204:9
205:2,4
elevations
7:2 9:5 57:7
elevator
40:23
eliminated
7:20 11:12 63:25
64:13 196:7
eliminating
35:15
elimination
51:20
email
7:14 8:13
embellishments
37:7
embrace
127:6 137:5
emergency
45:11,13 183:19
185:5 195:16
199:8 203:4
emotional
147:11
emphasize
166:18,20 170:1
179:18 181:12
195:9
employed
112:25
employee
60:9 61:3 115:11,
16 117:9 164:23
employees
60:2 147:19
EMS
53:23
en
5:25 205:25
enclosed
71:13,14 72:25
73:1
enclosures
90:20
encourage
140:12 179:2
encouraging
155:4
end
5:16 7:16,25 10:14
15:9 25:1 26:22
29:17 42:22 44:3
65:25 66:1 68:8
72:21 77:1,2 88:1
94:20,23 97:14,15
99:1 100:12
106:18 107:19
108:3,5,11 109:8
118:6 119:7
142:25 146:13
153:1 154:6 157:8,
11 166:24 175:22
186:17 201:22
endangered
130:15,16 134:9
138:5,9 139:7
140:18
ended
98:8
enforce
35:3
enforced
32:24
enforcement
50:10 81:12
engineer
26:24,25 28:10,22
93:14
engineered
28:21 29:10
engineering
93:14 191:11
Engineers
180:2
enhance
66:1 121:9 122:14
123:10
enhanced
23:16 51:18
121:17 206:19
enhancement
20:7 33:1
enhancements
187:17
enhances
33:6
enhancing
114:11 121:1
enjoyed
66:3
enlarging
89:23
enlightening
162:19
ensure
19:1 86:22 192:10
ensures
19:3
ensuring
186:25
enter
33:11 64:3 191:3
entered
80:8
entering
44:5
entertainment
30:21 31:24 33:3
46:10 47:23 70:14,
22 71:18 74:22
115:8 120:10,12,
18 121:3 122:1
entire
21:9 24:25 25:22
26:15 27:23 63:3
127:18 128:3
131:6 139:6 152:9,
24 154:16 155:11
200:20 202:21
entirety
16:19 75:20 98:24
103:12 122:11
209:6
entities
139:2
entitled
95:21
entitlement
34:22 44:21
entitlements
13:22 95:15
entity
59:12 186:25
entrance
42:24 43:2 97:17
115:12
envelopes
204:6
environment
127:19 140:24
160:9
environmental
15:25 45:1 161:14,
21 163:24
environmentally
122:20
environments
155:5
envision
47:20
EOC
202:21
equal
83:17
equals
40:6
equates
170:15
equation
165:18,19
equipment
103:7 188:11
ERP
62:14
essentially
7:4
establish
62:15 186:18
188:13
established
63:9 138:20
establishes
176:7
establishing
43:18 188:12
estate
130:21 132:3,8
136:9
estimated
165:1
estimates
162:25
estuarian
186:2
Europe
133:18
evacuate
202:13
evacuating
196:1 203:8
evacuation
181:9,13,16
191:19,24 192:14,
18,22 193:1,9,13,
14,16,18,24 194:8,
11,22 195:2,7,13,
15,17,19 201:25
202:7,10,14 203:3
evaluate
202:1
evaluated
112:21 184:15,21
200:19
evaporates
63:17
evening
73:20 181:2
event
9:12 47:15 48:7
50:13,14 51:7,22
60:22 63:12 120:5,
8 193:14 207:4

events
30:21 32:18 46:11, 14,16,19 47:2,3,6, 10,14,16 48:19,22 50:18,24 60:19,24 117:19 120:10,12 149:23 187:25
everybody's
143:25
evidence
5:23 18:4 119:24 137:21
evidenced
112:22
exact
99:23 103:20,24 105:11,22 113:13 180:17
Examiner
5:3,7,12,20 6:1 8:12 10:8,11,17, 20,23 11:2,16,19 12:10 14:1,15,19, 23 15:1,4 16:4 17:2,5,9,13,18,24 18:18,24 19:1,5, 16,19,21 20:8,10, 12,20,24 21:3,16 22:3,12,18 23:3, 21,23 24:9,14,16, 22 25:9,13,17 26:9,13,20 27:7, 13,15,17,25 28:3, 12,16,19,24 29:22 30:1,11,17 32:9, 12,15,23 33:8 34:5,11,14,17 35:1,7,10,18 36:17,21 37:2,16, 19,23 38:8,11,14 39:3,6,12,15,18 40:11,17,20 41:1 42:2,8,11,14,23 43:5,20 44:7 45:19 46:7,22,25 47:5,20 48:7,14,21,25 49:6,19 50:5,9,17 51:5,11,15 52:22 53:21,25 55:6,9, 18,24 56:13,22 57:14 58:10,12,13, 17,21 59:19,21 60:14,21 61:4 62:5,25 63:15,19, 22 64:8,11,16 65:17 66:22 67:5, 9,13,24 68:5,11, 20,22 69:3,9,14, 21,25 70:7,20,24 71:6,11,17,22,24 72:3,6,10,16 74:2, 6,20 75:11 76:4, 14,24 77:3,20,23 78:5,7 79:10,19 80:2,11,18 81:25 82:4,10,15,18,20, 24 83:3,18,21 84:6,17,21 85:2,5 87:7,10 89:4,9,16, 22 90:3,8,9,15,17, 20,23 91:16,20,24 92:3,11,17,20 93:16,20 94:1,4,8, 17,24 95:9 97:13, 19,23 98:1,4,6,13, 16 109:17,22,23 110:1,4 117:25 118:3,16 123:16, 20,23 126:6 150:6 156:6,18 160:19, 22 161:1,3,14,16, 19,20,24 162:2,13 174:15,23 175:1 179:11,15 181:21 182:18,21 183:6 184:13,16,24 188:20 190:10,12, 16,18,20,22,24 191:1,6,13 198:18 199:3 203:14 207:22 208:3,9,12, 19 209:14,16,19, 24 210:9,11,14,16, 22,24 211:2,6,13, 17,21,25
Examiner's
161:12
examples
127:21 197:16
exceed
40:1,5 193:15 194:5
exceeded
112:3
exceeding
91:22
exceeds
157:3
excellent
11:19
exception
37:4 39:23 184:12
exceptions
37:5
exchange
136:4,6,10
exclude
167:13
excludes
111:6,7
excluding
167:3
exclusion
41:8
execute
128:15
executing
128:24
executive
67:20
exempt
40:7
exemptions
152:13
exercise
169:4 172:9
exercised
170:24
exhibit
8:13,14 10:7,12,24 11:2,3 76:22 80:10,16 93:17 98:9,12,14 123:19, 21 161:13,16,21 181:19,20
exhibits
5:2 10:13 161:15 162:1
exist
24:5 26:2
existed
66:14 114:23 117:10,20 148:12
existing
9:6,10,13 32:19 34:24 45:23 65:3, 14,17,19,22 73:4 83:23,24 85:18 88:16 93:2,25 94:12,16 100:18 101:13 102:3,13 103:24,25 105:17 106:23 107:8,20, 24,25 108:18 109:14 117:12 119:9 122:15 166:13 179:23,25 182:10 203:20 207:5,8
exists
7:21 65:2,15 86:18 92:2 102:25 106:3 116:20,21 211:25
expand
38:12
expansion
61:1 97:11
expect
181:5
expected
129:20
expenditures
192:24
experience
127:22 128:4 130:12 139:24 150:20 155:11 160:15 199:10 200:12 202:17
experienced
149:20 160:10
expert
122:7 191:10,12
expertise
78:2
experts
62:7
explain
36:24 71:6
explained
6:23 7:22 101:6
explaining
27:9 209:12
explicit
46:18
exposed
96:18 135:8
expressed
30:22
expressly
111:6
extend
27:10 103:21 109:3
extensive
24:24 62:10
extent
9:23
exterior
16:11 20:6,19,23 38:24 69:10,11
external
121:23
extra
162:4
extremely
104:15

F

F&b
71:9,11
facilities
34:23 41:24 158:23 166:25 167:4,15 172:20 180:9 182:11
facility
44:15 45:8,24 85:16 92:2 115:9 167:16 172:14 183:21 184:19 185:12
facing
16:24 38:24 53:1,2 107:19
fact
7:12,22 61:15 62:1 112:5 189:19
fairly
16:23
fall
172:8 204:21
fallen
141:7
families
142:7 179:21
family
125:11 129:22 130:20,22 131:8 133:24 141:8

146:19
family-oriented
129:8 156:23
fancy
139:22
farm
131:18,23 142:6
Farrell
60:1,18
fashion
163:18
fast
124:9
faster
144:17
fate
207:21
father
141:15
fathom
166:13
fauna
131:4
favor
125:24
FDOT
196:15
featured
138:24
features
185:21 201:18
February
11:7 45:22 92:7
federal
13:2,4 97:12
fee
55:2 59:9
feedback
150:25 151:23
157:13 207:16
feel
9:23 18:7,18 52:19
125:2 127:5
155:10 178:20
184:24 209:20
fees
33:25 34:4 42:19
54:13
feet
24:11 25:6,7 26:9,
10 27:21 36:13,16
38:5 39:1,4,5,7,8
40:1 41:5,7,9 42:3
52:14 68:19,20,23
69:1,2,5,6 71:10
73:7 75:21 76:1
77:4,23 81:6 86:19
96:8 101:14,21
102:8,12,14,17,22,
25 103:3,19 104:6,
11,13,23 105:7,8,
13,14,19,22,25
106:5 107:3,16,18,
21 108:10 109:2,4
111:24 117:11
119:1,3,8,13,14
135:19 146:12
149:6 157:3 165:2
166:11,16 167:2,6,
7 171:24 173:6
174:21 189:9,12,
14 201:12 205:3
felt
53:13 147:23
FEMA
7:1 9:15 99:4
152:8 153:13
fence
69:10 76:2
fencing
68:17
fertilizer
188:8,9,10
fertilizers
61:8
ficus
75:4 156:22
fight
56:2,16 57:18
figured
26:14 30:6
file
13:12
final
24:2 104:3 105:24
211:14
finalizing
120:25
finally
145:11,23 155:6,8
192:3
financial
128:5,7,15
find
79:24 143:23
181:9
findings
198:8
fine
30:17 35:15 56:13
72:14 136:25
finer
79:20
finish
190:14
finished
53:11 54:9
finishes
134:15 136:2
finishing
161:7
fire
53:22 54:4,10
55:3,15,21 56:1,
15,19 57:22 58:6
59:6,8,17 121:17
153:7
firsthand
147:14
fish
25:24 158:2
fishing
48:3 50:14 207:11
fit
113:15 114:2
fitness
158:15
five-star
150:20
fix
76:5
fixed
8:1
fixed-span
195:10
flagged
99:7
flatbed
27:3
flavor
134:2 159:23
fleet
145:9
flexibility
15:21
flight
181:5
flip
12:11 128:17
Flippers
71:13
flood
57:7 100:23
101:10,15,23
102:9 103:3 107:9
143:3 152:6,15,18
154:24,25 155:3
158:16 163:1
204:2
floor
9:14 103:1 108:20,
21 116:8 158:18
166:16 171:25
174:18,19,20
floors
7:24 56:25 57:2
108:19 116:24
174:18
flora
131:4
Florence
130:21 137:1
Florentine
130:19,23
Florida
17:18 73:21 88:23
108:21 124:13,18,
19 126:17,20,24
140:6 141:20
143:24 146:22,23
150:3,11 158:3,6
186:23
Floridian
124:12
flow
200:17 202:10,17,
23
fly
15:10 138:10
fly-by-night
127:24
focus
110:9 126:25
127:2,4,7 128:2
195:14,25
focused
202:19
folded
14:23
Folds
141:2,6
folks
8:4 58:6 60:7
74:15 125:7
129:17,21 131:19
136:8 158:14
172:2 196:1
202:25
follow
209:8
food
31:2 70:11 71:12
91:21 120:7,10,18
142:6 156:14
foot
28:14 39:10,14
41:22 42:7 79:8
96:19 102:19,24
103:10,12 154:25
155:20
footage
41:21 46:5
footlight
73:22
footprint
119:15
Forbes
150:4
Force
124:16
Forces
141:15
Ford's
73:8 114:21
forecast
202:12
forever
206:8
forgot
126:4
form
148:12 209:2

formal
150:3
formally
54:18
forms
16:9
Fort
34:15 197:21
202:20
forum
124:7 191:9
forward
13:24 66:19 79:13
81:4 102:6 103:14
105:15 108:17
128:16 163:3
197:3 200:24
206:12
found
19:7 136:23 138:7
175:18 197:1
foundation
105:12,23 107:14
founding
130:19
four-floor
108:25
four-foot
38:2
four-lane
197:19
four-story
108:18 109:1
four-unit
206:25
four-way
199:21,23,24
200:5,9 201:25
202:3
fourth
108:20 129:18
176:6 205:25
frame
49:14 120:20
frames
181:14 193:15
frankly
125:2,20 126:23
128:9 132:4,18
137:4 147:2,13,22
149:19 157:23
163:5
fraternity
141:10
free
132:23 157:17
169:15,20 211:2
free-flow
201:19
free-flow-type
201:9
freeboard
101:24
freestanding
87:11
frequently
120:13
Friday
173:12
friend
141:12
friends
151:16
fringe
85:19
front
48:3 76:8 106:2
108:15 140:19
142:1,24 146:2,14
149:10,16 158:17
162:20
frustration
201:15
fueling
45:10 183:21
full
9:17 13:15
fully
86:5 87:3,16 122:8
201:1
fumbling
88:5
function
40:5 64:21 117:5
176:18 198:3
functioning
45:6 114:9
funded
132:21 141:20
funny
139:22
furniture
22:24
furthers
195:9
future
9:12 13:25 45:4
62:13 68:9 76:11
85:17 86:15 88:24
89:14 160:16
197:4 200:21

G

game
130:25 131:1
157:6
games
115:10
gamut
126:10
gap
27:8 173:19
gas
157:22,23
gate
74:13 108:4
gates
71:8 72:18,22
73:20 156:19
177:20
gave
7:14 186:3 193:8
general
33:11 70:25
121:11 166:8
172:17 197:12
202:17
generalized
32:6
generally
19:13 94:20
193:10
generated
93:5,6 113:22
114:5,11
generation
121:14 164:2
176:6
generators
142:21
generous
150:8
gentrify
135:23
geofence
139:14
geofencing
22:23
geolocate
139:15
get all
135:14
getaway
205:21
GIS
115:20
give
55:10 57:19 96:1
97:6,10 124:1
125:14 127:13
134:2,14 136:1
154:15 159:23
162:2 201:7
giving
66:25 100:13
glass
16:13,18 159:18
glazing
52:25 134:7
globe
133:14
goal
110:25 132:24
146:18,24,25
goals
133:25 195:9
God
154:7
golf
12:2,6 22:23
23:16,17 25:4
35:21,22 61:8,17
63:1,13 65:24 66:3
68:3 76:10 79:16,
17,18 82:17 88:3
100:3 107:19
122:4 129:9
139:12 142:23
152:23 154:18,23
157:24,25 158:2,4,
6 166:9 167:22,23
168:7 172:6
174:10,13,24
175:11,19,25
176:1 178:19
180:10 185:18,22
187:7 188:4 206:9
good
5:19 6:8 8:15 14:9
38:6 63:8 72:13
89:8 95:11 98:16
125:3 147:15
160:5 186:3
190:23 197:18
211:5
gotta
127:13
govern
121:25
governing
122:9
government
131:2 139:1
Grab
125:24
grab-and-go
156:14
grade
101:6,8,9,13
102:25 135:20
grammar
42:15
grand
154:10
grandfather
152:14
grandkids
129:6
granted
81:18
graphic
95:24 119:11
graphical
99:2
grass
24:17 61:25 62:1
grasses
23:15,17
great
36:5 66:6 137:12
147:7 162:15,18,
20 178:1 203:18
205:23
greater
107:11 113:7

141:20
greatest
106:20,21,22
greatly
10:21
greedy
142:17
green
15:13 70:4 83:22, 25 195:15,25 199:9
Greg
9:21 67:14 72:15 78:13 123:15,23 124:9
Greg's
75:13 177:21
grew
124:12
Grill
173:5
groceries
156:16
grocery
155:25 156:4,5,12
Grosso's
7:8
ground
52:5,18 57:19 63:17 103:1,17 116:8 153:18
grounds
130:25
group
124:11 128:7 148:25
Groups
148:24
grow
144:1,2,17
growing
125:11
growth
196:23
guarantee
206:8
guess
18:9 186:4
guest
31:8 50:20 67:11, 12 176:23 180:6
guests
33:19 34:2 41:24 44:3 46:15 47:4 158:23 159:5 165:24 168:19,20
guidance
110:17 112:10
guide
111:20 150:4
Gulf
16:24 53:1,2 76:8, 11 77:14 79:3 82:2,5 85:10 118:6
guy
27:3
guys
40:24 142:15 160:4

H

habit
176:16
habitable
108:19
habitat
25:24 138:4,14 139:19 140:22
half
25:6,7 28:14 102:24 105:14,22 126:14 149:9 155:7 167:9 169:8 171:23
half-mile
178:7
hall
42:3
hamburgers
156:24
hand
5:22 10:5 191:2
handful
128:11
handling
86:2
Hang
56:7
Hans
9:2,3 28:20,22 44:18 45:18 78:3 95:3,7,10,12 114:1
Hans'
182:18
happen
7:4 82:9
happened
57:4 64:17 83:15 124:14 128:10,14
happening
14:5 26:6 82:11,16 149:17
happy
61:19 123:14 139:2 147:22 156:3 160:18 161:6 207:20
hard
95:25 98:5 107:23 127:14 166:12 170:20 189:2
harden
27:23 29:19 143:14 148:16
hardened
24:25 25:22
hardening
30:8 154:11
harder
135:13
Harvest
142:8
hatching
94:21 164:19
hauled
153:11
Hawaii
138:7 139:4
hazardous
45:9 185:13
haze
138:16,20
hazing
138:17,19
head
22:10 46:7 94:7 207:2
headlight
85:12
health
171:4 172:15,16 174:1,4
healthy
175:18
hear
52:1 90:18 189:5, 18 201:23
heard
87:12 153:8 162:15 163:10,21 169:20 172:21 174:14 177:21 207:11 210:1
hearing
5:3,7,12,20 6:1 7:10 8:12,19 10:8, 11,17,20,23 11:2, 16,19 12:10 14:1, 15,19,23 15:1,4 16:4 17:2,5,9,13, 18,24 18:18,24 19:1,5,16,19,21 20:8,10,12,20,24 21:3,16 22:3,12,18 23:3,21,23 24:9, 14,16,22 25:9,13, 17 26:9,13,20 27:7,13,15,17,25 28:3,12,16,19,24 29:22 30:1,11,17 32:9,12,15,23 33:8,16 34:5,11, 14,17 35:1,7,10,18 36:17,21 37:2,16, 19,23 38:8,11,14, 22 39:3,6,12,15,18 40:11,17,20 41:1 42:2,8,11,14,23 43:5,20 44:7 45:19 46:7,22,25 47:5,20 48:7,14,21,25 49:6,19 50:5,9,17 51:5,11,15 52:4,22 53:21,25 55:6,9, 18,24 56:13,22 57:14 58:10,12,13, 17,21 59:19,21 60:14,21 61:4 62:5,25 63:15,19, 22 64:8,11,16 65:17 66:22 67:5, 9,13,24 68:5,11, 20,22 69:3,9,14, 21,25 70:7,20,24 71:6,11,17,22,24 72:3,6,10,16 74:2, 6,20 75:11 76:4, 14,24 77:3,20,23 78:5,7 79:10,19 80:2,8,11,18 81:21,25 82:4,10, 15,18,20,24 83:3, 18,21 84:6,17,21 85:2,5 87:7,10 89:4,8,16,22 90:3, 8,9,15,17,20,23 91:16,20,24 92:3, 11,17,20 93:16,20 94:1,4,8,17,24 95:9 97:13,19,23 98:1,4,6,13,16 106:20 109:17,22, 23 110:1,4 113:12 115:3 117:25 118:3,16 123:16, 20,23 126:6 150:6 156:6,18 160:19, 22 161:1,3,12,14, 16,19,20,24 162:2, 13,21 163:21 171:23 174:15,23 175:1 179:11,15 181:21 182:18,21 183:6 184:13,16, 24 188:20 189:3 190:10,12,16,18, 20,22,23 191:1,6, 13 198:18 199:3,4 203:14 205:11 207:21,22 208:3,9, 12,19 209:14,16, 19,21,24 210:9,11, 14,16,22,24 211:2, 6,10,13,14,17,21, 24,25
hearings
11:7 114:3
heavily
14:2 73:16 120:9, 18 154:17 194:20 200:14
heavy
151:11
hedge
68:17
hedgerow
75:21,25
hedgerows
66:16

height
6:13,19 7:17 29:2 36:8,9,16 37:8 38:23,25 39:25 40:2,13 41:1,3,7 52:16 54:16 56:19 68:19,23 69:5 100:13 101:18,19 102:8 104:12,23 105:11,13 106:9, 21,22 107:12 108:9,23 119:2,3, 8,13,14 142:18 153:20 162:18,25 163:1 175:6,8,11 203:18 204:20 207:7,8
height's
204:3
heights
9:14 36:21 38:19 98:20 101:5 102:22 116:25 204:12
Helene
24:21 29:8,16 84:14 148:16 154:25 203:11
helped
153:12
helpful
70:21 181:9 209:1
herbicide/ pesticide
188:10
HEX
21:12 59:24
hey
75:6 84:11
hierarchy
47:12
high
96:8 115:14 116:14 192:23 195:10
high-end
96:14 130:3
high-intensity
117:10
high-span
193:3
higher
29:4 39:7 56:1,15 101:9 175:15
higher-end
130:7
highest
52:16 204:9,11
highest-paid
147:20
highlighted
12:5 166:23
highlighting
208:16
highly
118:23 119:5,24
historic
66:18 78:24 125:3 197:20
historical
115:11 125:21 130:14 196:19
historically
50:24 117:8 118:4 119:6,21 157:18 165:23 168:6 174:13
hit
115:15 152:8 165:7 207:2
hits
109:20
HOA
132:19
HOAS
8:11 132:13 153:13
Hokuala
130:12 142:1
hold
143:1 144:15
hole
172:6
holistic
45:12
home
6:17 129:18,21 130:21 178:9 203:17
homes
6:19 125:4 132:12
honest
147:6
honestly
75:7
honor
5:10 141:2,7
hope
88:5
hopes
26:21
hoping
28:24
horizontal
175:6 205:4
hospitality
133:2 147:23 148:21
hostage
138:10
hosted
111:17
hotel
9:5 31:3,10 33:19 41:22,24 42:2,21, 23 43:6,10,15,17, 21,22,23 44:1,3 46:3 50:20,21 64:23 68:9 70:13 75:17,19 86:6,12, 23 87:15,17 98:25 99:16,21 100:10, 12,18 101:12,14 102:17,23 103:10 104:4,17,18 105:4, 16 106:1,2,6,11,15 114:16,17 116:4, 22 117:5,13,16,19, 20 118:3,5,7 119:4 123:2 130:9 133:19,20 137:2,6, 15 149:7,8,9 151:14 152:3,9,18, 21 166:3 168:8,18, 20 169:8 170:12, 15 171:1 176:8,10, 14 180:4,15 181:6 205:17 206:4,25
Hotel/motel
41:19
hotels
99:17,18,20 106:16,17 130:8 165:24 168:23 176:8,9 180:7,12, 24 181:1
hour
33:3 70:9 109:21
hours
31:12,16 33:3 61:1 70:18,25 71:25 120:22 121:2 141:1 169:15 174:8
house
41:6 51:18 76:10 92:5,22 104:8 119:10,12,17 146:7 159:11 171:21 174:3 179:6 205:20 206:6
housekeeping
110:11 112:7 207:24
houses
111:18
housing
115:11,17 117:9 164:23
huge
211:7
human/wildlife
22:20
hundred
151:4
hurricane
6:16 48:2 67:22 73:4 84:13 99:18, 19 106:13 128:8 148:7 152:2,8 153:11 154:8,17 155:14,18 158:24 191:19,23 193:9, 14,24 194:8,10,22 195:1,7,13 202:7, 14 203:3
hurricanes
191:21 192:11,23
hut
70:12
Hyatt
150:15
hybrid
209:2
hypothetically
57:21

I

I-1
41:22 94:2 117:13
Ian
6:16 23:8 24:20,21 25:23 26:18 29:15 67:22 73:5 99:19 106:13 147:20 148:15 150:2 152:2,8,24 153:11 154:9,17 155:8,15, 18 158:24 203:5, 10
idea
97:6 134:14 136:1 154:15 201:1
ideal
200:9
identified
16:5
identify
187:3
II
137:15
illustrate
123:25 147:3 150:21
illustrated
99:6
illustrates
103:15
illustrating
102:5 106:10
illustration
24:11 83:19
illustrative
69:18
image
100:17 118:24 120:14
imagery
52:11
images
92:6 100:17 116:2 182:8
imagine
13:21 174:3 175:12

impact
35:8 54:13 55:2 59:9 65:13,16 70:15 122:20 144:15 198:12
impacted
14:2 123:12
impactful
163:22
impacting
70:9
impacts
163:17,24 165:21 183:1 188:15 194:2 197:24 198:5,14
impeding
64:22 66:15
implement
188:14 195:14,21 201:17 203:10
implemented
197:13
implementing
202:13
important
33:10,17 71:2 122:2 128:6 129:25 130:11 133:25 193:4,21
importantly
149:1
improve
143:1 193:17 195:6
improved
191:23
improvement
73:9 192:24 195:1
improvements
93:15,23 94:3 194:21 195:5 197:14
improving
181:15 193:18,24
inability
197:9
inaudible
40:25 41:15
inception
194:22
inches
104:6,11 105:7,8 108:10 142:25
inclement
49:22
include
8:3 21:17 22:3,22 45:2 66:16 77:21 85:3
included
39:21 59:6 82:23 85:8 92:10
includes
14:20 171:15 174:2
including
121:13 169:12
inclusion
87:17
income
129:7
incomplete
18:8
incorporated
159:1
increase
86:9 121:15,23 197:10,11
increased
40:2 123:1
increasing
193:17,19
increment
178:8
Indians
131:11
indicating
30:24
indigenous
12:15 13:8,13,18 21:22 65:1 122:5
indoor
31:15
industry
170:22 180:8
infamous
150:10
infeasible
166:17
inference
204:3
infinity
139:23
information
7:12 13:18 124:2, 21 161:21 196:12
informational
14:21
ingress/egress
64:1,6
inherently
118:19
inherited
134:4
initial
20:1 45:22 101:20 116:5
initially
162:24 168:16 205:14
initiation
113:11
initiative
79:6
inland
62:22
inquire
70:17
inside
159:11 176:13
insolvency
132:21
insolvent
132:20
inspection
18:1,3,6
inspections
187:2
install
65:9
installation
65:4 69:1
installed
23:11,15 68:21,23 69:5 75:25 76:1 79:22 93:12
instance
35:20 133:12
instances
7:11
Institute
180:2
insular
35:11
intellectual
147:11
intend
128:17 162:16
intending
185:2
intense
115:6
intensity
33:15 42:22 43:8 44:3 114:10 121:12 122:17 123:1 163:19
intensive
117:16
intent
62:16 63:9
intention
190:1,4
intentionally
204:1 205:21
interest
30:22 123:9 169:24
interested
126:22
interesting
134:23 138:11
interface
9:10 32:1 65:22 66:1,12 69:22 77:18 116:23 119:19
interfaced
120:5,16
interfaces
114:18
interfacing
115:3
interior
95:17 138:13,18
interiors
134:3
interject
88:6
interlocal
198:24
interlocked
28:6
interlocking
28:13 29:2
internal
60:2 64:20 97:20 121:9,23
International
140:16 142:9
internet
119:20
interpretation
33:2 112:14 113:22 164:14 206:10
intersection
200:10,17,20,21
intersections
195:20,24 200:19
interstate
195:25
intimate
127:13
intimately
92:14
introduced
192:13
introducing
34:11
introduction
124:9
invest
147:18
invested
147:19 194:20
investment
194:24
invoice
55:19,20
involve
16:6,10
involved
78:3 92:15 131:24
involvement
136:17 147:2
Iraq
141:16
Irma
48:2 99:19 203:11

irrigating
144:16
irrigation
144:10
island
9:7 24:4 26:22 33:19 39:22,23,24 40:15 41:25 65:23 96:7 97:20 98:24 99:2 100:9 101:9 107:19 108:12 111:7,10 112:1 113:7 121:10 124:12 125:5 130:13 134:16,21, 22 139:25 147:21 153:7 160:8 163:17 169:25 182:6,9 202:20,22
islands
56:25 131:6,9,15 138:7 140:17 203:2
Isle
188:7
issue
16:21 47:5 57:2 59:7,17 65:7 79:4 100:20 103:6 209:21
issues
187:3 202:24
Italians
137:11
Italy
132:12 133:19 137:18 145:11 147:1
ITE
164:2 165:1 176:6 180:2 181:6
item
59:24 61:6 133:22 165:19
items
61:10 77:24 124:5
iteration
15:17 193:7
iterations
197:4

J

J.mclaughlin
156:12
Jacob
6:10,12,14,23 7:10,15,22 58:25 59:1,20,22
January
196:25
jetty
24:3 25:1 27:6,8, 10,11
Joe
56:8,12 58:19,22
jogging
24:12 26:11 28:1,4 78:24
joint
208:7 210:20
July
50:13 84:14 211:8
jump
49:9 185:17
juncture
7:19 72:11
June
6:8
Juno
140:6
Jupiter
140:6 145:2,4
JW
150:15

K

Kauai
124:25 125:19 130:6,13 134:5 138:4 139:17 141:25 145:5
keeping
15:18
key
67:18 84:3 117:3 129:3,13,14 149:11,14,16
keyed
11:17
Kiawah
134:16,21
kid
125:1,5 160:10
kids
129:7 140:2 141:8
kids'
71:14,15 72:24 155:18
kill
168:9
killed
141:10
kind
9:19 15:10,14 75:17 79:13 85:25 95:22 97:19 100:5 112:7 126:12 127:3,11 130:2 131:23 134:10 135:21 136:15 137:11 138:22 149:22 150:14,16 151:25 153:3 159:20 166:12 167:21 178:1,10 201:8,11 202:12 205:1
kiosk
70:12
kiosks
14:21
kitchens
167:3
knees
128:14
knew
137:11 147:18 151:9,25
knowledge
204:23

L

L-1
67:5,10,11 68:6 70:4
L-1/L-2
66:21
L-2
67:6,24 68:6
lack
169:24
lacking
150:15
ladder
54:13,17 56:2,4, 16,22
lady
141:15 156:1 167:25
lake
88:15,20,24,25 89:5,12 142:24 186:18 187:10 188:21,24 189:1,7, 8
lakes
63:16 88:16 89:2, 11,16,22 90:2 94:16,21 154:19, 20 186:19,21,25 187:6 189:12,13
lanai
16:14,16
land
13:8 22:2 27:19 36:8 47:8 48:9 51:24 53:15 76:17 79:2 80:12 86:6 110:19 111:13 112:4 113:10,13, 15 120:20 122:9, 10 143:10,11 168:5,23,25 169:1, 2,23 170:23 173:9 176:4 178:10,20, 22 180:1,15 184:5, 8 188:22 206:4,6, 11 207:10
Land's
7:16,25 25:1 29:17 65:25 66:1 94:20, 23 118:6 142:24 153:1 154:6
landmark
123:5
landscape
68:15 76:18,22 91:11 104:13 121:24
landscaping
85:11 94:14
landward
78:24 79:21 82:18, 20,21
lane
125:8 201:12
lanes
93:11 197:17 201:5
language
13:5 16:25 20:1 22:25 37:11 39:20 46:17 52:15 53:4 55:23 75:25 90:5 193:12 208:16
large
75:4 96:20 171:22
largely
12:21 193:23 196:5
larger
26:21 42:23 43:3 96:13,18 166:18 175:16
lastly
94:15
late
181:15 196:8,10
latest
15:17
law
55:10 57:16 65:13
lawn
120:5,8
layout
72:12 97:10 107:6
lazy
73:15,25
LDC
9:20 11:22 20:3,6, 13,15 22:25 33:20 91:6,23 101:22 103:5 110:9,23 111:4 112:14
LDO
15:2
lead
131:16,18
leading
195:16 202:7
leads
194:14

learning
140:24
leave
8:22 19:8 38:16
194:19
lectern
210:6
Lee
11:21 32:6 53:9
88:22 110:8,18,20,
23,25 112:4,25
122:11 123:5
124:22 160:7
165:4 181:24
182:15 183:3
184:4,5,20 190:24
191:18 192:9
193:12,16,23
194:3,23,25
197:20 199:2
left
94:10 100:16
102:2,4 141:11
legal
57:19 164:14
Legends
35:20
Leisure
133:13,16 150:9
length
86:1 93:3 110:12
144:5,7
lengths
65:2
lengthy
61:17 188:5
Leo
7:15,16,22
let alone
153:9
letter
183:11
level
6:17 52:19 133:21
134:14 145:21
147:24,25 155:20
162:21 178:25
192:6 197:12
levels
192:18
lie
79:11,12
lifeguard
41:14
lift
151:11
light
116:1 207:16
lighting
15:15 17:17 19:25
20:2,3,5,6,16,17,
19,23 52:23
liking
59:4
Lilly
156:11
limit
33:2,22 42:22 43:8
44:5 93:10 158:6
194:13
limitation
41:21 42:18
limitations
33:4 36:8 96:5
limited
12:24 13:12,16
31:2,12,16,18 32:2
33:18 34:6 36:16
37:4 44:19 91:17,
18 175:3 196:21
204:16
limiting
38:19 41:23 42:18
121:1,2,3
limits
46:13 48:10 53:14
77:15
Limwa
101:24 104:20
105:16 106:12
119:3 152:17
158:16 175:4
204:16
linear
27:21 75:21 78:23
lines
38:6 84:9,10
115:19 203:25
lining
131:17
links
192:21
list
208:13 209:10
listed
18:14 187:25
listening
59:2,5 81:21
207:17
lit
71:7 72:19 115:10,
24
littler
158:20
littoral
88:21 89:10 90:2
154:19
littorals
90:1
live
32:3 35:20 120:12
129:22 144:12
lived
124:21
living
34:15
local
13:1 140:2,20
145:8
locally
141:19
locate
107:23
located
43:16 118:15
119:1 120:17
137:23 164:24
177:22,23
locating
41:22
location
20:24 21:10 87:1
96:18 97:3 98:24
99:16 114:24
123:4 149:4 170:1
196:15 200:22
204:13
locations
31:11 60:13 65:22
83:10 85:20
126:11,12,13
162:23 188:2
202:19
lock
29:6
lock-offs
44:10
lockers
159:5
loft
108:20 116:7
135:19
loggerhead
140:7
logic
205:15
long
5:8 92:7 170:20
long-standing
169:11 191:18
longer
7:21 51:25 119:23
120:2,3 181:7
longest
5:6
looked
23:18 96:2 137:25
138:3 147:17
151:14 170:20
186:11 188:1
200:8
loop
186:16
Lorenzo
130:20
lose
8:8
lost
148:8 153:2
158:22
lot
8:4 14:3 58:5
74:13 77:11 83:10
101:1 105:2 106:2
117:22 129:9,14,
17,20 130:14
131:9,20 132:10,
14 138:6 141:13
142:14 145:25
147:18 148:8
149:20 155:1
159:9 169:24
173:17 182:3
191:20 196:22
197:20 200:11,19
202:11 207:5
211:17
lots
57:16 173:18
loud
87:12
lounge
167:2 180:5
lounges
73:17
louvered
206:17
love
140:21 147:4
low
26:7 166:21
167:11
low-density
178:8,11
lower
38:23 74:3 101:8
106:25 137:16
lowers
194:15
lowest
152:16 175:6
205:4
lunch
78:8 79:25 95:8
109:25 110:2
lunchtime
10:3
luxurious
205:21
luxury
127:8,11 130:3
133:2 151:3,8

M

macro
34:21
Madam
39:18 71:6 72:16
80:17 83:2 89:8
90:8 98:16 123:23
156:18 161:3
190:23
made
7:12 12:2,15 36:7
59:25 64:19 94:3
103:12 121:4

143:18,19 148:10 157:16 158:20 159:4 198:8 207:18
Magnifico 130:20
mailed 111:23
main 64:3 70:13 95:18 96:13 97:18,19,21 108:4 117:17 175:22 202:18
mainland 167:8
maintained 25:2,3 42:20 54:14 68:18 69:1,6 76:1 88:22,25 89:13
maintaining 199:1
maintains 65:17,19
maintenance 13:1 31:6 45:1 85:16 91:4 122:4 183:13,15,18 186:24 187:5,11
major 151:3 154:3 168:12 193:1 205:10
majority 43:10 116:11 194:9
make 8:22 19:17 34:6 37:11 57:12 58:7 69:4 76:24 77:10 94:8 99:14,21,25 100:14 146:19 151:21 158:24 172:13,25 187:4 190:6 201:7 203:1 205:22 210:7 211:9
makes 41:15 200:16
makeup 148:25
making 53:3 148:11 202:25
manage 78:18 131:2,3,5 132:13,15 133:7, 10 134:10
managed 83:4
management 13:8,13,18 14:24 18:5,13,25 19:2 21:22,23,25 22:8 45:8,9 61:12 62:15,22 63:2,4 88:23 122:5 130:15 133:2 182:6,17,25 185:5, 12,13 186:19,22, 23 187:17 188:4,8, 13,21,23 189:7 195:18
managing 61:8 132:14 133:10
manatee 45:16 95:21 183:4 185:14
mangrove 12:21,22 13:2 14:11 85:18
manned 199:25
manner 47:23 65:16 206:3
manual 176:6 180:2
map 145:24 194:7,16 203:22
maps 152:8
March 11:9
Marco 150:15
marina 25:21 30:2 33:12 45:5,11,12 54:2,5, 11 95:18 96:13 97:18,19,21 114:8 117:21,24 118:12, 20 121:13 158:11, 16,17,22,23 159:5 165:11,16,17 166:7 168:4,5
marina's 45:6
marina-specific 45:13
marinas 182:11
marine-related 95:12
Mariner 160:12
mark 9:4 52:12 92:16 95:3,7 98:17 116:18 162:3
marked 97:17 193:1
marker 204:9
markers 96:4
market 16:17 96:25 97:4 129:2 151:20
marketing 132:3
markets 127:3 129:13,14
markings 74:3 93:11,23
masonry 52:13
massaging 76:5
masse 5:25
massive 47:16
master 11:9,16 25:10 64:12 132:10,11 164:12 166:22 169:6 204:5 205:24 210:12
matching 113:12
material 152:11 185:13,14 188:11
materials 45:9 122:25
math 43:9
Matt 118:24
matter 57:16 59:16 193:22
maximize 16:16 181:3
maximum 38:25 42:20 93:10 102:8
Mcgregor 197:18,19
Mclean 9:4 52:12 92:16 98:16,17 102:21 109:18
Mcmansions 57:1
MCP 11:14 30:16 43:25 66:6 75:16 90:25 203:25 204:1
meal 156:25
meals 117:19
meaning 110:23 129:5
means 131:2 141:13 151:6 160:6
meant 163:23
measure 87:5 102:10 103:5, 21 105:11 113:20 119:18 164:4
measured 101:5,22 102:9,14 104:5,23 163:2
measurement 36:9 52:15 102:12 107:2 108:7
measures 16:4 121:11
mechanical 40:5 109:3 153:20 155:23
media 148:22
meet 6:18 7:1 112:24 113:4 173:4 181:13 194:5
meet all 112:13
meeting 6:7 42:3 62:2 87:3 110:14,15 111:3,8, 14,16 112:2 175:10,11 180:11
meetings 110:17,21 111:5, 17,19,21 112:5
Meets 122:12
member 67:12 152:17 175:6 205:4
members 130:22 144:22 167:25
membership 33:24 34:3,6,8,18, 22,25 35:5,13,22, 25 42:19
memo 9:25 86:1 161:18, 19,23,24 163:5 168:11 182:1 209:12
memorandum 12:18 44:18 45:2 59:24
memorialize 59:25 170:9
memorialized 112:20 192:9
memorializing 45:23 60:9 65:14 93:24
memories 160:8
memos 162:5
Mendez 30:12,14 32:19,25 37:10,22 39:18

40:13,19,22,24 43:12,22 49:10 50:11,23 51:3,7,10 66:8,10,25 67:3,8 71:20,23 72:9,13 77:7 88:7,13 90:6 91:1 94:7,19 125:13,24 126:2,4 133:5 134:18,20 142:13 143:7 144:4 146:16 148:19 149:25 161:3,6,8,18,23,25 162:6,10,14 174:17,25 175:2,5,10 179:12,17 190:11,15,17,19 203:16 208:2,6,11,18 209:8 210:7,10,18 211:1,5

mentioned 97:8 115:16 147:16 199:7

mess 165:13

met 111:20 158:2 207:14

Mexico 76:12 77:14 79:3 118:6

MHK 9:4 98:17 203:19

Michael 7:10 59:1

micro 206:25

middle 5:4 143:22 145:8

midnight 60:15

midpoint 103:6,22

migratory 15:15,22 16:10,21 81:9

miles 149:9 173:22

military 124:15

mill 131:13

million 27:22,23 126:23 148:6,15 153:10 155:14 157:5 158:13 175:24 194:25

Milton 24:21 29:8,16 84:13 148:16 154:25 155:8,15 203:11

mind 71:6 108:10

minimal 101:17

minimize 74:15

minimum 22:21 53:10 60:12 88:16 91:10 107:25 116:12,16,22 118:20 120:3 167:1

Mining 5:8

minor 16:23 193:11

minute 18:15 64:8 71:4

minutes 6:6 8:12

mitigate 192:6

mitigated 107:5

mitigating 194:1

mitigation 194:3

mix 83:2 123:3 143:14 145:6

mixed 5:3 26:5

mixed-use 167:10

mobility 60:1,7

moderate 175:3 204:16

modern 122:22 134:24 135:2,24 167:19

modernizing 123:6

modes 60:1 172:5 178:18

modification 62:13,14

modifications 12:3,7,20 64:19

modified 24:7 51:23 68:6 75:14 88:17 98:22 113:21

modifies 45:5

modify 62:14 89:1

mold 128:23 153:18

moment 162:3 204:18

moments 200:15

Monday 53:7 60:22

money 131:22 148:2 151:21 169:18

monitor 35:3 139:8 202:23

monitored 45:7

monitoring 35:4 45:1 62:8,17,24 63:11,14 122:4 139:8 186:6,10,12 187:21,22,24 189:16,24 202:17

MONTGOMERY 5:6,10,18 6:4 18:15 19:8,12,15,18,20,23 25:19 34:16,19 36:2,5 37:9 39:17 48:13,24 49:1,4 50:4,8,14 51:14 54:20 55:8,12,19 56:7,21,23 58:19,22 60:18 61:20 63:5 70:17 74:19 95:5 109:25 160:24 161:2 162:4,12 188:18,21 189:1,4,6,11,15,18,22 190:3,6,8 198:20 199:7,12,14,17,20 200:4 201:14,22 203:4,7,12 209:10,15,18,23 210:19,23 211:8,16,19,23

month 101:20 151:5 155:7

months 24:19 89:20 129:24 144:14

monument 204:8

mooring 96:17

morning 8:15 14:9 63:8 88:5 89:8 95:11 98:16 99:15 122:6 183:24 189:19

Mother 28:24 144:11

motions 162:21

mountain 126:11

mouse 195:21,23

mouth 24:6

move 19:21 30:16 51:11 84:22 92:20 102:6 104:16 105:15 106:18 108:17 163:3 167:18 181:17 200:24 203:1 204:4

moved 152:9

movements 201:4

moves 200:11

movie 71:15

moving 13:24 15:7 30:19 31:24 36:6 57:6 66:19 113:10 117:13 197:3

MPD 9:8 20:16,21 21:9 32:1 33:5,7,11,13,23 34:3,20 38:2 40:9 42:7 53:14 64:1 65:6,9,24 69:23 70:2 77:13 80:13,22 85:9 86:4 93:5 94:23 110:16,25 111:9,24 113:17 114:6,10 121:1,8,15 122:8 156:10 163:6,17 176:13 177:19 187:24

MPO 200:18

mulch 94:12

multi-family 9:6 64:24 85:17 86:7,25 164:8 166:3,4,5 168:8,23 169:8 170:12,14 176:12,22

multi-slip 44:15 172:20 182:11 184:19 185:12

multigenerational 129:4,5

multiple 64:2 115:10 133:14 186:11 191:22 195:5

multitude 207:15

municipalities 198:25

mural 92:10,24

music 32:3 53:5 70:23 75:10 137:10

Myers 34:15 197:21 202:20

N

Naples
98:18 127:10
Nast
150:9
national
98:17
native
23:15 24:17 85:11 94:14 124:12 135:6
natural
9:12 14:13 76:7 77:12,16 81:14,23 84:24 85:15,19,21 122:3 137:8 138:19 161:11,17 182:1 185:21,22
naturally
205:10
nature
28:25 71:16 140:1 144:11 180:19
NAVD
102:10
navigable
193:2
navigation
96:3
Navy
131:8,9
Neale
189:2
nearby
19:9
nearest
99:22
necessarily
54:23 168:2 170:22 179:23
necessitating
171:2
needed
56:11 105:20 157:14 164:6 165:9
needle
18:18
negative
150:24 151:4,6 166:4
neighbors
147:22
nest
140:10
nesting
139:5 140:8
net
151:2 163:18 166:6,7,8
network
194:10
neutral
113:14
newer
135:24
News
150:10
News-press
111:21
newsletters
140:5
nexus
173:16
nice
66:3 152:23 158:20 179:24
nicer
158:21
Nick
181:21,24 190:10
night
70:10 72:18,19,21,23 73:22,24,25 74:1 75:3 156:25 159:17
nights
71:15 117:7
node
115:18 117:16
nods
46:7 94:7
noise
32:4,5,13,19,22 46:17 70:8 120:20,22
non-reflective
16:10
noncompliant
106:11
nonconforming
105:17 107:10 119:9
north
26:22 43:10,14,16,17,24 44:6 72:21 77:2,11 81:22,23 97:15 99:1 104:17,18 106:18 107:19 108:11 113:2 117:13 154:16 157:11 168:14 171:3 173:19 177:8,11 178:4,6,14,15 179:19,22,25
northern
42:21,22 43:8 44:3 54:2 76:10,11 77:1 87:23 88:1 119:4,7
note
7:18 37:25 53:3 54:25 58:11 94:9 120:1 135:15 136:4
noted
36:11 39:13 61:1 123:8
noticed
111:23
notices
111:23
notifying
45:16
noting
30:25 116:13
November
111:19
nuances
209:25
number
7:24 21:13 42:20 44:19 46:3 57:5 133:18,19,20 146:19,22 178:5,20 185:19 200:21
numbers
199:23
numerous
114:25 195:20
nursery
144:1
nutrient
188:8
nênê
139:4,5

O

oats
24:17 79:8 82:23 143:23
objective
111:2 182:15 192:17 193:12
objectives
123:10 183:3
obligated
154:9
obtain
17:25
obtained
77:5
occupied
180:21
occur
31:18 86:17 163:7 176:20
ocean
100:3 101:7 107:24 140:15
off-site
69:23 86:24
off-street
86:17 177:12,13
off-the-record
58:24
offered
118:22 119:25
offerings
130:7
office
8:7 53:18 59:2 67:20 142:5
officers
202:6
officially
8:10
oldest
137:6
Olga
113:3
Olson
14:6,9,18 18:13,17,23,25 19:4,6,11,14 22:10
omitted
85:2
omitting
66:2
on-site
121:19 186:19
one-and-a-half
103:10,12
one-day
116:12
one-night
116:17 120:1
one-page
209:11
one-story
67:16
one-week
118:20
ongoing
46:1
online
119:25
oops
105:21
opaque
85:12
open
8:22 12:15 33:14 34:24,25 35:12 50:18 111:18 114:8 115:7 159:16 165:23 168:7 172:17 184:6
open-air
156:21
operate
71:7 72:20 133:21 176:14
operated
60:10
operating
60:5 72:23 206:24
operation
31:12,17 72:1 96:13 187:5

operational
60:11 61:14
operations
72:19 195:16
199:8,10 203:5
opinion
122:8 200:25
202:2
opinions
200:23
opportunity
124:6 175:13
opposed
185:3 187:15
opposite
146:11
opposition
65:7
optimizes
195:12
option
55:7,10 152:18
options
150:17
order
13:10,12 35:22
45:4 46:2 52:7
62:14 68:14 76:15,
17 77:4 78:2 79:23
80:25 81:3,5,8,11
83:15 84:19 87:2
92:12,15 173:11,
24 174:1 183:8
184:22 187:7
189:14 198:4,14
202:14
ordered
152:11,12
orderly
202:15 203:1
orders
13:23,25 80:21
195:17
ordinance
6:9,11,13,23,25
7:19 32:5,6,10,13,
20,22 38:9 46:17
111:11,12
ordinances
7:20 32:4
orient
114:17
orienting
117:14
original
15:20 43:12
104:22 107:16
160:12 206:7
originally
15:19 81:1 170:8
originated
165:12
ornamental
37:7 40:4,14
out-of-county
193:13
outdoor
16:17 30:21 31:17,
21,24 32:3 33:2
46:10 47:23 52:9
53:5,8 70:13 71:18
73:1,2 115:8
121:3,25 156:20,
21 172:8,11
206:14
outfall
62:10,11,15 63:2,9
187:23 188:2
189:16,20,25
outfit
58:25
outflow
63:13
outlet
71:9,11
outlines
111:4 184:9
outreach
111:17
outset
38:22 184:25
overflow
68:3
overhang
146:7
overlap
107:24,25
overlook
158:16
overregulate
50:6
oversight
132:3
oversimplification
163:13
overwash
28:7,8
overwashing
25:8
owned
131:9
owner
140:5
owners
34:7 65:16 111:23,
25 129:4 136:6,11
140:21
ownership
124:11
owning
60:10
owns
124:11

P

p.m.
31:19 32:2 53:6,8
60:5,17 70:23
110:3 111:18
113:23 114:6
174:6 181:1
190:21
pack
29:6
pages
84:4
palm
127:9 197:19
panel
16:2
panels
52:14
Paradise
188:7
paragraph
208:20,22,23
parallel
27:25
parameters
11:20 46:18 61:11
62:2 80:13 83:20
188:1
parcel
115:19 164:16,21
165:4
parcels
164:15
Pardon
55:8
parents
129:6 141:9
park
31:9 33:13 41:5
68:10,13 69:15,16,
22 70:14,15 71:21
72:18 75:22 91:5,
19 92:23,25
114:18 126:17
129:9 146:14
154:2 156:17
158:9 168:15
169:9 170:11
172:14,15,24
175:25 177:10
178:23 179:1,19
park-one
172:4
parked
155:1 167:8 169:8
172:6,16 176:10
178:4
parking
68:3 74:7,8,12,13
85:25 86:2,3,5,8,
14,16,17,20,22,24,
25 87:4,14,17,18,
22,24 88:1,3 105:2
106:2 116:8
121:19,20,21
165:5,6,8 166:21
167:1,5,12,15,17,
20 168:10,12,16,
20 169:7,10,22
170:5,7,16,19
171:2,3,13,17,25
172:2,3,12 173:3,
5,9,11,12,17,18,25
174:5,6,10,12,19,
20 175:1,12,19
176:1,5,6,7,16,22,
23 177:3,4,5,7,8,
14,17 178:25
180:13,17,20,24
207:6
parks
172:8
Parkway
197:17
part
26:24 27:19 29:7
33:5 36:14 37:7
39:2 45:14 82:22
83:15 87:2 92:12
120:10 131:15
137:6,23 140:23
146:6 164:13
165:18 171:8,22
172:22 186:6,22,
23 187:5 192:12
197:24 201:10,13
participants
5:25
participate
140:22 168:1
parties
49:8
partner
127:10 131:19
partnered
132:18,19 138:18
partnership
128:6
parts
138:22 151:14
party
144:21
Pass
23:4 24:6,10 195:4
passed
6:13
passers
170:2
passes
106:3
passive
12:25
past
117:6 128:4
147:13 159:19
171:22 191:9
196:9
pasture
148:11 205:19
path
24:12 26:11 28:1,

4,19 78:24 171:9
pathways
169:13
patiently
128:19
patio
16:14,15 159:21
pattern
125:3 174:14
patterns
66:18
pause
179:13
pave
173:10
pavement
93:11,23
pavers
28:13
pavilion
48:4
pavilions
184:10
pay
55:18,19 58:3
140:1 169:17
payment
59:8
PD
91:7,11
peak
15:11 102:11
174:5,8 176:7
180:20,24
peak-hour
113:24 114:7
pedestrian
169:13 173:13
175:19 177:18
178:3,12,14,17
pedestrians
163:24
penalize
158:5
Pendergrass
6:12
pending
92:13
penetration
29:15
people
34:1,7 47:16
50:16,22 51:8
60:19 67:17,21
118:19 128:11
132:5 139:17,24
140:13 142:10
144:8 145:10,14
146:8,21 147:6
148:4,8 149:5
151:6,23 156:15
157:7 159:20
160:7 165:23,24
169:19,25 174:6
179:2 181:3 201:6
people's
64:23
perceived
192:6
percent
8:20 24:1,5 40:6
43:13,15 86:9
87:25 96:6 116:8,
16 117:4 118:21
129:4 150:24
152:10 153:14
157:8 167:7
176:23 177:22,23
197:11
perfect
66:25 115:20
perform
137:9 155:4
performance
75:9 137:12
performed
196:9,25
perimeter
51:18 64:22 91:7
99:10 164:20
206:20
period
119:22 180:24
Periwinkle
199:22
permit
17:25 24:2 25:23
30:7 49:16,24
51:6,7 81:10 83:12
143:18 154:14
186:11 187:8
permits
13:2 23:8 47:13
49:8 152:5
permitted
12:19 30:25 32:18
46:16,18 47:2
49:12 112:12
120:2 166:5
183:14,16,18
permitting
95:16 97:12
186:24
persnickety
56:24
person
199:11,12
personal
125:10
personally
124:22 144:22
199:9
perspective
129:25 130:9
203:21
pest
61:25 188:8
pesticide
188:10
pesticides
61:9
petroglyphs
131:10
philanthropic
141:1
philanthropies
141:3
phone
202:24
phonetic
192:12
photograph
90:1
photographic
137:22
phrased
202:16
physical
147:11 150:25
physically
193:3 197:9
pick
103:3 111:25
145:9 146:5
picked
127:15 145:14
picking
23:14,16 205:8
pickup
153:12
picture
9:17 24:18,20 27:7
29:18,23 72:12
79:9 143:22
153:10
pictures
27:2 124:24
159:10
piece
137:3
pier
48:3
piles
24:25
piling
26:3
pin
28:15
Pine
24:3 96:7 113:7
182:6,9 202:19
pitch
172:13
pizzas
156:23
place
5:23 16:20 23:24
26:4 29:6 59:7
75:3 86:14,21
88:25 89:15 92:13
93:7 122:22 123:5
127:7 141:5 145:7
186:15 191:8
192:10 193:10
placement
72:1 75:1
places
125:16
placing
87:25
plan
9:20 11:9,10,17,21
13:8,13,18,24
14:24 18:6 19:2
21:22,23,25 22:1,
8,20 25:10 45:8,9,
10,11,14 46:6
61:12 62:17,24
64:12 71:1 74:17
76:12,18,22 77:6,
18 83:15 87:2,4
95:22,23 96:2
98:11,14,15 110:9,
18,20,23,24,25
111:1 112:4,25
117:2 122:4,11
127:3 128:16,25
130:6,15 132:8
138:5,14,17
144:18 145:19
148:6 152:2
164:12,19 166:23,
24 169:6 182:7,15,
17,25 183:3,22
184:4,5,20 185:5,
6,12,13,23 186:19
187:1,22,25 188:3,
4,12,21,23 189:7
191:14,19 192:9,
12 193:7,11,12,23
194:23 197:8
204:5 210:12
plan-type
45:1
planet
125:20
planned
5:4 122:15 123:10
175:14 182:21
187:17 206:15
Planner
161:9
planning
110:7,18 112:23
130:9 181:18,24
191:11 192:13
193:9
plans
13:10 15:24 16:5
18:14,25 23:12
68:15 76:18 79:24
93:13 122:5
148:10 160:13
195:14,19,22,24
203:10

plant
31:7 81:17 83:10, 11,12 84:15 144:10 186:7
plantation
85:9,10 131:12 164:18,22,25 173:11 179:4
planted
23:6 52:4 73:17 75:22 78:25 79:6, 8,13,14 80:7,12 81:16 89:5 135:7 144:6
planting
14:16 23:12 51:18 76:12,13 77:18,21, 24 78:21 79:5 82:7 83:21 84:18,25 143:21 206:20
plantings
23:16 69:10 74:16, 18 75:5 76:20 79:15 80:2 82:11 83:16 84:5,12,18 89:12 121:6 154:20
plants
88:21 89:10 90:2 144:12
platform
130:4
play
51:25 63:20 73:11 78:15
playing
28:22
plenty
206:2
plop
128:23
point
26:1,7 28:5 30:5 35:2,16 37:23 53:12 57:9 60:24, 25 64:1,3 66:7 78:18 79:20 99:24 106:23 129:16 144:24 150:16 163:4 170:6 173:8, 23 194:6,23 204:2 205:10 206:22 208:16 209:17
pointed
104:19 163:5 175:25 205:16
pointer
126:5
points
64:2 117:3 121:4,8 165:7 194:15 203:17
poles
116:2
police
53:25 201:20 202:6,8
policies
110:10 112:23 191:18 192:19 193:10 194:23 195:9
policies'
194:6
policy
110:20 111:2 112:9,15 113:6 184:6 192:12,16, 20,21,25 193:9
pool
29:13 66:12,14 71:7 72:20 73:14 91:15 117:5 118:14 119:22,23 154:16 155:13,14 157:11 179:24
pool/bar
117:17
pools
139:23 148:4 157:9 177:7 179:22
poolside
74:22
popular
139:21
population
178:2,16 192:15
port
104:5
portion
52:10 78:21 80:12 87:22 100:8 107:20 114:22 117:20
portions
65:8 85:20 204:5
position
59:11 128:17 160:2 163:16 171:12 175:17 179:8
positive
10:22 63:9,13 151:4 187:23 189:25
possibility
211:25
possibly
5:16 104:1 164:3 165:17
post
23:8 24:21 111:11
post-hearing
17:14
post-resiliency
148:14
potential
16:2 60:25 74:21 188:15
potentially
13:12 33:25 39:13 66:2 69:20 96:23 175:16
pounds
153:10
pour
29:19
power
132:16 139:16 153:16,23
Powerpoint
10:9,10 71:21 72:11 88:8,11 123:21,25 161:10, 17
practices
61:9 188:13
pre
24:21 150:2
pre-hurricane
147:20 202:10
pre-submitted
5:2
preclude
65:4
predator
138:19
predominantly
76:9 115:13 118:18 119:5
preemptively
13:11 45:6
preexisting
99:18
preference
56:9 208:13
preferred
184:6
prefers
209:7
premise
30:21,25 31:18 53:7 120:22 122:1
premises
47:22
prepared
9:25 185:8
preparedness
45:11 185:6 192:9 193:20
presence
18:4,22
present
22:7,9
presentation
5:15 8:16 9:1 10:15 78:23 88:8, 12 95:2 100:24 101:2,20 104:19, 22 106:10 108:8 110:8 116:5 160:23 161:10 162:18,23 182:19 186:4 203:19
presentations
5:13 210:1
presented
52:3 92:7 98:19 99:1 102:7 113:11 119:11 164:2
presenting
98:21 106:19
presently
94:22
preservation
12:16 65:2
preserve
12:19,24 14:22 22:8 182:6,10,14 194:12,18
preserves
12:21
president
124:11
pressure
58:6
pretty
13:4 15:22 29:12 44:16 75:4 124:24 125:2 143:22 151:11 156:21 178:11 202:15
prevent
85:12 139:17
prevents
43:16
previous
39:19 90:11 100:15 104:17 114:3 119:12
previously
80:20 100:16 106:11 191:10 201:24
Price
190:17,23,24 191:5,7,14 198:24 199:5,11,13,16,19 200:3,8 201:15 202:5 203:6,9,15
primary
165:6 180:6
prime
194:19
principal
86:6,10,17,18,19, 21 87:23,24 121:20 161:9 170:7 177:8
prior
11:7 73:7 95:7,8 99:18 111:11 147:2 187:22
priority
192:24

privacy
135:10
private
46:14 47:3 184:11 197:24
privileges
35:21
problem
54:22 67:17 84:11 138:11 202:11
proceed
45:19 110:5 191:13 209:3
proceedings
202:9
process
38:22 57:8 77:4 123:11 127:18 170:9 175:13 183:8 184:12 186:24
product
102:2,3,4 130:7 135:24 205:23
professional
159:12
proffered
12:22 13:7 15:19 206:17
program
60:10 116:10,16 136:5,10 138:19 157:19 195:1
programs
118:22 180:9
prohibit
184:25
prohibited
138:16 183:25 184:1 185:3
project
43:9 56:12 64:21 65:1 66:1 78:3 86:4 93:14 114:11 128:22 134:16 135:15 137:11 195:8 198:13
projects
154:16 198:5
promise
162:11
Promoter
151:2
proof
207:14
propagate
144:17
properties
125:17 132:1 133:14 136:4 144:25 204:21
property
6:20 7:1,4 11:23 23:1 27:14 34:1,7 38:25 45:24 46:12 51:20 52:21 53:17 59:12 60:11 64:4 65:16 68:18 70:2 77:16 79:13 80:3,4,5,6 82:25 83:4 84:9 91:14 111:25 113:6 115:7 117:21 119:21,24 120:1,5,16,17,21 121:13 130:16 133:24 136:21 138:1,9,23 139:11 140:19 142:21 143:2 145:12 146:24,25 147:17 148:17 150:25 151:1,19 154:12 164:3 165:15 166:25 197:24 206:23
propose
62:9
proposed
9:5,9 12:13 15:14 68:15 85:24 87:1,14 88:20 91:8 93:15 97:17 104:17 113:15 114:6 116:22 119:8 121:8 122:8,16,23 123:3,4,6,9 184:2,3 185:6 191:15 192:1 196:13 198:5,10,11 203:20 204:23 207:4,9
proposing
41:20 68:12 86:11 110:23 187:21
prorate
171:9
prorating
171:9
protect
25:8 29:21 103:7 153:21
protected
21:21
protection
18:2,5 19:2,5 26:17 32:8 45:16 71:25 95:22 122:3 183:4 185:14
protections
12:20 15:15,16 44:9
protects
26:22
provide
13:7 18:13,23 22:8 26:17 32:8 47:1 52:7 53:10 60:7,20 62:7,23 64:5 79:24 112:9 123:8 154:12 167:1 179:9,10 180:4 186:21 201:3,18 205:13
provided
13:17 45:12 53:17 61:7 116:13 168:19 169:14 170:16 187:8
providing
13:17 44:9 60:12 170:6,17 172:2 178:20,25 180:8
provision
39:21 40:22 168:18 169:15
provisions
38:15 40:1 110:22 156:1
public
33:11,14 34:12 35:12 50:18 110:13 112:9 114:8 115:8 123:9 124:6 128:1 163:10 167:25 168:7 171:4 172:18 192:10 193:19 207:17 209:21
publication
111:22
Pulitzer
156:11
pull
30:7 49:16 69:18 71:4 81:4 92:8 134:16 146:9 152:5
pull-up
146:10
pulled
29:11 30:12 143:18,19
pulls
28:8
punchy
109:20
purchase
34:8,17 35:22 54:13 58:5 126:21
purely
40:3,14
purple
99:6 104:19
purpose
73:9 164:8 166:2
purposes
20:19 106:10 115:1 201:25 206:14
pursuant
23:8
pursue
159:25
push
107:11
pushed
134:24,25 135:1 159:23
put
6:5 24:8 35:15 37:13 49:21 58:10 73:11 78:23 79:19 83:9 93:4 95:20,24 96:12 97:7,9 108:25 122:22 128:16 153:20 155:22 156:3 157:7 158:8 159:5,19 160:4 163:16 164:19 192:10 193:23 203:21,25
putting
37:3 40:8 57:18 59:10 126:8 158:13 173:25

Q

qualified
46:16
qualifies
122:12
quality
61:10,24 62:8,17,24 63:10,14 122:3 134:15 185:18 186:3 187:20,22 188:15 189:15
quantify
76:19
quantity
76:19
quarterly
186:9
question
6:22 17:24 39:19 49:11 95:14,19 97:7 98:19 106:19 128:9 168:11 182:5 183:13,25 184:23 185:25 186:16,18 187:16,19,20
questionable
205:1
questions
7:8,17 9:24 44:19 61:2 62:4 109:16 123:14,17 160:18,20,25 161:13,15 179:13 182:3 183:20,21 185:17 188:17,18,19 198:17,19 203:13
queue
72:9
quick
109:20 182:24

quoted
6:10

R

radius
145:3
railroad
79:8 143:24
raise
5:22 6:17,19 155:3 191:2
raised
29:14 61:10 65:7 141:6 155:20
raising
25:5,7 26:8,10,11, 15 143:4
range
96:16 119:8
rank
150:2
ranked
150:2,11 200:21
rate
115:14 116:14 118:22 170:12
ratings
148:22 150:4,17
ratio
88:15,16 177:4 180:14
rational
173:16
rationale
177:17 179:10
re-swear
5:18,21
reaches
43:8
read
18:20 40:10,22 168:13 177:16
reading
88:4
reads
193:13
ready
84:21 90:9 110:5
real
124:9 127:20 132:3,8 136:9 168:12 172:12 182:24 196:12
realized
148:1 157:13
reason
7:5 21:4 29:8 37:12 39:20 43:5 63:12 124:20 128:18 139:13 146:6 148:23
reasonable
75:6 170:25 172:13 207:7
reasons
38:1 126:19
rebuild
6:15 7:23 100:22 107:13 155:14
rebuilding
105:11
rebuilt
9:12,13 103:16,17, 19,24 105:9,21 108:25 154:13
rebuttal
5:13 8:16 9:1 10:4 15:11 69:19 90:1 95:2 110:8 161:10, 17 162:16 164:2
recall
21:11
receive
192:23
received
89:19
receiving
207:25
recent
89:21 173:1
recently
115:1 171:21
recess
58:16 110:3 190:21
recessed
16:18
reciprocity
113:16
recognize
5:11 169:10
recognized
83:17 191:10
recommend
59:7 187:14
recommendation
59:15 211:15
recommendations
21:12
recommended
8:1 54:25 92:17,19 172:22 179:9 183:16 187:9 207:15
recommends
209:6
reconcile
10:15
reconciliation
13:23
reconstructed
51:23
record
5:23 8:22 14:10 19:9 54:15 58:18 63:8 72:15 78:13 80:18 88:20 89:9 90:13 93:4 95:11 110:5,15 136:15 162:15 163:16 181:11,23 191:3 203:16 206:2
recreation
12:25 41:4 95:18 172:8,11
recreational
36:12 41:8 116:4 180:9
recruitment
14:14
red
99:9,11
red-cockaded
17:21 19:10
redevelop
65:12
redeveloped
51:23 116:4
redevelopment
86:12 123:11 182:7,13 197:14
Redfish
23:4 24:6,10 173:5
reduce
16:1 184:7
reduced
21:13
reducing
114:10 188:14
reduction
33:15 35:8 86:8 114:6 122:18 123:1 166:6,7,8
redundant
36:25
Reef
140:17
reference
12:7 33:23 42:17 54:21 76:16 85:5 94:5 125:15
referenced
12:1 45:24 188:7 193:15
references
36:8 96:17
referencing
11:9 76:20
referendum
201:13,17
referring
52:17 115:2
refined
43:14
refinements
8:23
reflect
95:23
reflected
12:4 93:17
reflection
16:2
reflective
96:12,21,24
reflects
96:1
refresh
52:11
refused
189:15
regard
6:22 59:5,8,16 114:12 209:4
region
131:1
regional
193:16 194:2
Regis
133:9
registered
34:1 50:19
regs
21:9
regular
32:13
regulate
48:22
regulations
6:18 11:24 111:13 113:18 121:15,25 167:18 170:24 184:10
regulatory
96:5 198:2
rehabilitated
140:8
rehash
114:13
reintroduced
35:14
reiterating
36:18
related
12:2 22:7 30:20 45:10 60:1 64:25 66:5 85:25 92:21 110:20 112:8 122:2 191:19,21, 23
relates
124:5 192:1 193:9, 21
relating
16:9 54:12 93:15
relation
30:16
relationship
113:14
relative
96:3 202:9
relatives
124:21

release
140:13
released
140:12
relevance
192:19 195:3
relevant
6:9 7:18 21:7
196:20 197:25
reliable
197:1
relief
123:13 176:25
201:4
relies
95:2 121:17
relocate
124:18
relocated
68:2 126:17
reluctantly
57:3
rely
8:25 32:20 53:16
198:3
relying
65:1 210:12
remain
183:12
remained
193:10
remaining
9:2 161:7
remember
39:16
remind
106:14
removal
17:25 22:23
remove
14:11 59:15
removed
170:11
removing
14:4 59:8
renamed
115:1
rendering
159:12
renourishment
84:15
renovated
137:25
renovating
136:23
renovation
187:7
rent
119:21 120:4
130:5
rental
115:14 116:10,12,
14,16 117:5
118:22 119:22,23,
25 120:1 128:2
130:4 132:7 133:2
157:19 205:21,23
rentals
44:12 116:17
176:19
renumber
11:13
renumbered
64:9,15
renumbering
11:11
reopened
155:7,9
repair
28:10 154:9
repair-back
24:2
repaired
24:20 187:3
repairing
143:16
repairs
183:19 187:4
repeat
151:24 162:17
repeats
17:10
rephrasing
21:2
replaced
57:6 193:5
replacement
192:25 195:4,5,8
replaces
10:14
replacing
195:10
replanting
14:5
report
11:7 15:20 18:24
45:22 63:11 93:15
150:11 162:24
163:1 187:11
196:11,18 197:5
reporter
58:12 102:20
109:22 189:2
reporting
188:3
reports
18:1,3,7,21 19:6
repositioned
155:19
represent
64:9 83:19
representation
99:3
representative
8:11
representing
95:12 110:6
represents
24:19
repropagate
14:17
request
8:22 33:5 52:1
55:14 60:20
122:19 161:20
209:20 210:20
211:4
requested
38:23 112:17
122:13
requesting
65:15 88:17 111:1
177:2
require
20:15 21:17 40:18
141:18 167:17
171:3,25 177:4,6
187:22,25 188:3
192:13 204:8
205:2
required
6:15,17 11:13
13:1,3 20:11 45:14
64:14 82:7 86:20
89:15 110:14,15,
18,21 111:2,5,14,
20 112:2,5 121:16,
18,20 167:1
168:21 170:13
171:4 173:4
177:12 186:7
187:10,12 189:8
198:13
requirement
61:15,25 62:12
81:19 86:4 87:4,
14,25 94:13
166:21 167:11,12,
15 180:16
requirements
20:17,23 22:1
61:16 84:16 86:5,
10 88:21 91:23
111:8,16,20 112:3,
13 123:13 165:5
167:20 171:13
175:8,11 177:5
requires
45:8 55:10 77:3
87:22 88:15 91:6
93:11,14 173:16
186:9 189:16
192:25 201:11
requiring
20:1 61:12 83:17
85:8 185:5
rescue
140:7
reserve
130:25
reserves
124:17 131:1
132:21
residence
205:12,18 206:23
residential
31:3 85:17 87:16
169:2 171:8,10
184:11 204:11
residents
33:19 34:6 35:12
41:24 46:15 47:4
70:9,16 140:2
165:24
resiliencies
103:13
resiliency
38:3 103:6,22
136:18 142:15,16,
20 204:20
resistant
61:25
resize
133:3
resolution
94:6 165:14,15
194:17
resolved
25:24
resort
9:7 31:1,3,10 33:7,
20 34:2,3,7,8,21
35:10 36:10,22
39:23,24 40:16
41:4,25 42:24 43:2
45:13 46:4,13,15
47:4,21 48:19 49:7
60:2,3,6,8,13,16
64:21,23 65:23
66:4,13,14,17 68:8
70:1 73:13,24
86:13 95:13 111:7,
10 112:1 114:7
117:16,17 119:7
120:11,17,18
121:10 123:4
124:7,12 127:25
128:3,18 130:13
133:17,18,23
136:12 146:20
147:12 148:11,20
149:1,3 150:3
151:5,10 156:7
157:9 164:12
165:22,24 166:9,
20 167:24 168:3,6,
23 169:2,22
172:17 173:9
174:12 176:8,10,
15 177:5,24
179:19 180:3,4,7,
24 181:3 206:5,7,9
207:9
resort's
170:1

resort-sponsored
46:14 47:3
resort-style
179:21,24
resorts
124:24 130:2,8
176:6 180:18
resource
122:3
Resources
161:17 182:1
Resources'
161:12
respect
165:7
respectfully
58:9
respond
5:25
responders
141:8
responding
161:19
responses
9:25 161:12,14
responsibility
18:22 181:13
192:5 194:3
responsible
186:25 187:4
194:1
rest
185:11
restating
36:25
restaurant
31:1 41:17 51:18
52:2,6 73:6
119:11,13,18
155:6,9 156:19
166:15 167:2,8
173:7 174:4 180:5
restaurant/retail
167:11
restaurants
33:12 87:8 117:18,
22
restoration
76:13 77:6 78:15
83:14
restore
192:18
restriction
58:8 153:20
169:24
restrictions
6:13 120:19,23
restroom
91:21
restrooms
41:18
result
6:20 24:23 52:19
resulting
116:18
resume
110:2 190:13
retail
114:22 150:19
166:15 167:2
173:7 180:5
retain
7:24
reuse
185:25 186:2
reverts
19:25
revetment
23:15,22 25:13,18,
19,20 26:21 27:9
28:1 81:23 143:8
152:24 153:4
154:11
review
13:12,16 112:10
170:10 173:24
187:6 195:13
reviewed
15:25 61:16
reviewer
81:5
reviewing
81:5
reviews
198:4
revised
10:24 11:8,10
17:10 207:25
revisions
11:25 189:23
reword
68:25 69:8 77:9
reworded
69:12
reworked
85:23
rezone
6:25 7:25 8:9
rezoned
165:14
rezoning
54:19 80:23 93:13
123:11 159:25
175:13 198:10,11
rhythm
39:19
riding
125:5
right-hand
97:16 201:8
right-of-way
64:25
rights
8:8 81:12 97:11
rigorous
173:14
rip
153:22
ripped
152:3 154:1
riprap
85:22
rises
204:9
risk
144:13
river
73:15,25 142:2
road
29:17 39:4,5,7,8,
10 65:8 67:19
71:10 74:18 85:9,
10 93:22,25 146:1,
4,11 154:6,7,8,13
164:18,22,25
178:9 179:4
194:19 195:6
197:22
roads
153:7 197:8,10,16
roadway
65:3,6 93:1 105:2
106:2,4 192:5,21
194:10,14,16,21
197:7,10,14,22
roadways
194:12,18 197:15
198:12,22,23
Roark
201:24
Rob
190:15,24 203:14
robust
49:14
rock
25:2
roll
81:19
rolled
25:4 81:8,11
Rome
145:15
roof
92:6,10 102:11
103:6,8 153:21
roofed
40:6
roofing
152:11
roofline
103:21 109:3
room
43:6 80:8 86:23
175:15 176:8
180:15,22
rooms
42:21 43:10,15,21
44:1,10,11 46:3
123:2 131:13
158:19 176:19
Roots
142:6
Rosse
125:8
round
145:5,14
roundabout
200:2,7,11,22,24
201:1,3,7,17
route
194:11 195:7
routes
181:9,16 192:22
193:1,19 194:8,22
195:2,15
row
133:19
royalty
130:23
ruin
136:24 137:18,20,
25
ruins
136:25
rule
6:16 87:6
rulers
130:21
run
21:14 30:8 60:7
90:13 108:11
126:10 132:13
160:13 182:2
running
183:11
runoff
63:16
runs
99:11
rural
126:13
rush
59:3
RVI
110:6

S

safe
211:21
safeguards
122:22 123:8
safely
203:1
safety
93:9 171:4 192:10
salt-tolerant
85:11 94:14
salty
25:24
sampling
187:25

sanctuary
140:11
sand
27:18 83:9 152:25
Sanibel
34:15 124:23 125:1 147:21 149:20 156:15 163:23 169:25 193:5 194:19 195:4,7,8 196:14 202:11,19
Sanibel's
200:12
Sanibel-captiva
195:25 203:8
satisfy
191:18
satisfying
193:24 207:19
Saturday
31:20
scale
113:16 114:15 119:16 121:5 127:13,16,17 145:13 165:25 167:21
scenario
56:4 98:21 99:20 100:7 116:21 167:10
scene
157:1
schedule
11:23 49:14,17 211:20
scholarships
141:7,18,19,20
school
124:13 151:17
science
180:17
Sciences
161:22
Sciences'
161:14
Scoops
155:16
scope
113:15 121:5
score
151:2,3
scores
151:22
scoring
133:16
Scott
145:16
scouring
28:11
screen
59:3 95:25 135:12 182:8
screening
52:7 135:10
scroll
66:25
sea
17:17 19:24 20:1, 12 24:17 79:8 82:22,23 143:23 155:20
seagrass
183:1
Seas
5:3 6:22,23,25 9:7 32:10 33:19 34:21 39:23,24 40:7,15 41:24 46:13 65:23 85:9 105:1,8,17,18 106:15,23 107:8 111:7,10,24 112:1 117:6 118:25 121:10 124:5,11 125:9 128:11 130:8 134:1,5 136:17 139:13 141:23 144:19 145:18 146:19 147:3,5,7 149:21 151:5 160:1 164:12,18,22,24 173:11 176:14 179:4 191:16
season
159:18,21
seasons
140:8
seating
31:17,21 52:9,17 206:14
seawall
25:6 143:17
seaward
24:11
secondary
129:17 142:22 143:20
section
22:5 39:22 40:1,10 54:21 80:5 93:22, 24 169:1 171:15 177:1 181:18,25 184:9
sections
195:5 204:14
seeds
144:2
seek
65:12 176:25
seeking
31:5,11 82:10
seemingly
207:1
seeps
63:16
segments
65:5
select
209:1
selfishly
136:8
sell
132:4 136:9
send
138:22
sense
19:17 69:4 97:10 143:19 172:25
sensitive
29:20 122:21 131:15 134:5,22 136:16 137:4 139:15
sentence
21:4 69:4
separate
15:18 44:11 73:10 158:25 209:11
separated
31:13
separation
47:9 48:15 100:5 102:5 107:12 109:12 121:17 168:14
separations
100:13 121:18 207:9
series
61:10 104:4 192:18
serve
31:22 54:13 57:10, 11 85:19 121:15 123:1 129:15
served
124:16
serves
28:19
service
60:4,16,20 64:5 67:11 70:11 145:22 167:4 169:16,17,20 192:6 197:12
services
31:2,8 67:12 122:25 149:8 180:6
set
11:17 39:9 40:20 46:6 71:18 74:22 75:8 100:6 104:9 112:14 140:21 144:9 146:24,25 207:25 210:24
setback
91:6,10 94:16 106:4 116:25
setbacks
12:12,13,14 40:2 91:8 121:16,18
setting
40:17 43:6 72:4 172:17
setup
120:11
severe
154:3
severely
23:9
shade
41:13 91:19 159:14
shaded
29:24
shades
73:18
shading
184:7
shakes
22:10
shape
148:12
shapes
100:10
share
168:24 169:3 178:16
sharing
124:20 171:8 174:5
Shawn
59:25 144:19 145:18
shed
173:13 177:18 178:3,12,14,17
sheet
24:25 26:2 94:18
sheets
10:19
shell
24:12 28:9,20 53:11 54:10
shells
94:11
shelter
193:17
shelters
142:10
sheriff
32:24 53:9 54:9 199:25 200:6 202:2
Sheriff's
53:18 54:1
shield
85:10
shine
85:12

shocking
150:22
shoes
58:7
shoot
147:1
shopping
128:1
shops
150:19 156:11
180:6
shoreline
27:24
Shores
113:2
short
86:20,22
short-term
176:18
show
18:3,21 25:11
29:18,23 41:6
69:19 74:17 87:1
93:22 98:23 99:23
100:5,6 107:17
108:9 123:15
127:20 134:4
144:9,25 172:10,
24 180:18 204:1
showed
28:1 90:1 100:11,
16 105:1 157:11
shower
158:22
showering
159:6
showers
159:3
showing
9:4 80:9 101:5
105:24 106:6,8
149:2 204:15
shown
15:13 19:13 36:11
96:10 194:16
204:17
shows
79:25 98:15 99:1,
2,7 101:4 102:8
136:3 137:13,24
141:22 142:20
143:8 144:5
150:14,15 151:12
152:22 153:1,3
154:23 155:2,6
157:4 158:9 166:1
shrubs
23:14 52:5 64:22
68:18,22 81:16,17
shuttle
60:10 61:3
sic
98:14 130:20
169:16
side
52:6 69:10 73:6
81:22,23 82:2,5
85:10 92:24 97:16
108:14,16 146:11
164:22,24 175:24
177:23,24 178:6,
13,15,16 179:22,
24,25
sides
171:1 204:17
sign
92:22
signage
22:22 45:15 92:5,
9,10 93:12 139:3
signal
195:12,14,19,23
199:2
signals
198:21,22 199:1
significance
125:21 130:14
131:10
significant
44:16 86:8 139:4
143:1 196:13
significantly
11:6 57:1 156:5
signs
90:17 92:13 139:5,
9,10 185:14
silently
42:14
silly
165:25
similar
21:22 84:25 92:24
119:16 121:4
135:22 162:25
176:16 180:19
185:20
similarity
113:15
similarly
62:7 65:12
simple
15:22 106:13
135:12 146:18
194:13
simpler
55:25
simplify
100:20
simply
11:8 89:11 121:17
163:11,12 171:14
177:2 197:23
single
64:1 133:15
208:20
single-family
51:21 52:3 178:11
184:11,17 205:12,
17 206:23
sit
41:14
site
23:10 44:20,23
51:22 88:2 95:13
96:1,22 111:18
114:2,23 117:19
119:7 129:1
130:23 134:6,22
140:7 143:15
145:19 198:13
site-related
194:2 198:5,14
sited
73:9
sites
131:12 180:14
sitting
56:8 153:17
situated
113:13
situation
43:16,24 116:20
153:19 168:22
situations
59:13
six-foot
73:16
six-month-old
141:11
size
8:8 27:5 114:15
143:12
SK7
104:16
skip
127:22 130:10
skipped
75:17
slated
67:9
slave
131:12
sleeping
180:4
Slices
155:16
slide
36:14 41:9,13
73:11 78:22 99:1,
25 102:5,6,7
103:14 104:3,16,
17 105:24 106:8,9
107:16 120:6
126:9 130:11
148:2 157:2
165:22 177:17
179:18,22 183:10
194:7,24
slides
10:6 15:9 74:1
88:9 99:19 101:1
102:2 105:15
109:19 113:9
123:15 157:11
181:8
slight
62:9
slightly
15:8 41:9,25 43:15
145:21
slip
53:20 54:4,9,11
95:14 96:14 97:1,4
201:5
slips
9:4 44:16,19 46:3
53:22 95:15,17
96:20,23 97:24
98:2 114:1,2,4
172:20 184:1,6,7
slope
82:21 88:25 89:5
187:11
slopes
88:15,21,24 89:12
slow
102:20 169:14
180:7
small
148:4 177:11
smaller
43:22 47:13 97:2
143:14 145:12
164:21 174:20
sneak
15:11
snowbirding
129:24
social
46:14 47:3 148:22
soil
144:15
solders
141:7
sole
199:1
Soleil
130:8
solely
70:3 87:15
solid
85:12
SOLOMON
23:25 57:24 58:2
118:11 127:15
156:8 162:8
someday
160:16
sooner
202:13
sort
57:3 96:21,24
142:9 185:22
206:9

sorts
183:5
sotto
58:12 109:22
sound
16:24 24:4 70:14 74:21 96:8 98:2 137:11 148:10 157:23 182:6,9
sound-attenuating
52:9,14 121:6
sounds
47:10 135:12 211:5
south
5:3 6:22,23,25 9:7 32:10 33:19 34:21 39:23,24 40:7,15 41:24 43:23 46:12 52:6 65:23 68:8 77:7 85:9 88:23 95:17 97:14 98:25 100:8,12,18 101:12 104:4,18, 25 105:1,8,17,18 106:15,23 107:8 108:3,4,11,12,16 109:7 111:7,10,24 112:1 114:16 117:6 118:25 121:10 124:5,11 125:9 128:11 130:7 134:1,5,22 136:17 139:13 141:23 144:19 145:18 146:13,19 147:3,5,7 149:21 151:5 157:8 160:1 164:12,17,22,24 166:24 168:14 171:4 173:10,19 175:22,24 176:14 177:11,13,22,24 178:14,16 179:4, 24 186:23 191:16
southerly
108:13
southern
54:5,11 75:19 84:24 87:23 88:1 112:1 114:22
Southwest
141:20 146:23
spa
87:7 137:2 146:10, 11 150:18 158:18 159:1 172:15,16 174:1,4,8,15,17
spa/fitness
158:10
space
12:15 31:10 53:11, 12 54:10 101:17 104:13 120:12,13, 15 166:14 167:1,6, 10 172:15
space/banquet
42:3
spaces
97:5 167:9,17 170:13,14,16 171:23 172:1,2,6, 7,18 173:3,8 174:2 176:8,22,24 177:12,14 180:14, 16,21
spanning
193:1
speak
6:5 13:20 78:17 80:17 208:9
speaker
31:25 75:1
speakers
9:2
speaking
199:14
special
47:6,15 48:7,22 50:24 51:7 60:19, 21,24 141:15 184:12 203:10
species
18:14 19:7 21:21, 25 22:4 62:1 130:15,16 131:3 134:9 135:7 138:6, 9 139:7 140:15,18
specific
32:5 41:10 45:12 46:11 47:7 53:13 67:15 88:2 92:9 110:18 112:13 113:3 124:5 127:5 195:3
specifically
23:2 33:18 48:22 77:14 113:19 114:17 128:25 138:16 188:7
specification
23:7
specifications
75:22 81:1
specificity
15:21 23:5 37:17
spectrum
163:20
speculate
104:1
speed
93:10 139:9,10
Spencer
9:21 24:1,13,15, 18,24 25:12,14,20 26:10,15,23 27:11, 14,16,18 28:2,4, 14,18,20 29:1,25 30:3 34:9 40:23 41:11,14 42:4 43:1 44:13 47:24 48:17 49:3,21 50:1,12, 15,19 51:1,4,9 52:24 53:2,24 54:3,6 56:6 57:21, 25 58:3 67:16 68:1 70:17 71:1,5,12 72:2,5,8,14,15 74:5,7 75:2,12 78:11,13 79:12,23 80:4,9,15 82:13 83:2,7,24 84:1,8 118:8 123:15,23, 24 124:10 125:14 126:1,3,8 127:16 133:6 134:19,21 142:14 143:8 144:5 146:17 148:20 150:1,7 156:9 160:21 175:4,9
spend
111:15
spending
27:23 148:15
spent
27:22 148:6 155:13 181:14 194:25
spill
45:9
spilling
183:22
spine
179:4
spirit
35:4
split
44:10
spoke
86:1 103:7 125:7 132:5 141:16 144:19
spoken
93:3
sponsored
140:16
spot
175:21
Springs
142:3
Sprinter
145:6
square
41:21 42:3,7 46:4 165:2 166:11,16 167:2,6 171:24 173:6 174:21
squeeze
151:18
squeezed
175:10
squeezing
169:18
squishing
6:20 7:3
SSRD
169:14
St
131:7 133:9
stabilized
28:17
staff
8:18 10:3,25 11:6 12:22 13:6,11 15:17,20,25 16:21 21:24 23:18 33:21 38:23 41:20 42:1 43:7 45:22 49:23 52:15 53:13 54:20 61:7 62:19 64:6 75:14 76:18 81:2, 12 83:16 84:23 85:8,24 86:13 87:3,13,20 88:7,18 90:5 91:8 92:17,19 112:19 120:25 121:21 122:14 126:7 139:6 149:10 152:20 161:16 162:1,24, 25 181:19 185:10, 16,19 186:1,12 207:16 208:14,22 209:6
Staff's
5:15 19:25 72:11 161:10 162:24 163:16 179:8 187:21
stage
56:11,14 57:15 75:8 198:15
stairs
146:12
stairwells
135:8
stand
57:19
standalone
41:16 171:18
standard
9:15 13:4 22:25 88:3 107:10 151:8 172:12 173:15 174:9 178:3,23
standards
93:16 112:12 116:23 119:3 169:7,10 170:10, 25
standing
27:3
standpoint
114:9 200:1 209:13
Starbucks
156:12
stars
99:16

start
8:17 11:7 69:19 107:2,6 135:13 144:16 168:10 169:5 185:19 203:24
started
104:18 105:1 141:12 169:17
starting
11:24 84:14 114:16 147:20
starts
30:24
starved
147:10
stat
129:3 153:14
state
13:2,4 14:12 97:11 112:23 124:13,18, 19 126:22,24 137:17,20 139:25 143:24 158:3,6 171:14 186:8 194:4 198:23,25
stated
6:14 183:17
statements
59:25
states
12:24 62:12 146:20,23 184:6 192:21
Statewide
193:16
static
177:7 178:20
stating
46:18
station
59:17
stationed
195:16
stations
196:7
stats
145:1
stay
50:20 168:2,8
stayed
117:6,7
staying
118:19
stays
118:20
steal
87:20
Steamboat
142:3 145:7
steeped
125:21
stem
178:9
step
20:14 58:7
steps
59:4 124:3
stole
162:10
stones
23:23 24:4
stop
74:9,14 146:5,14 176:3 199:21,23, 24 200:5,9 201:25 202:4
stops
74:10 146:2
storage
128:2 142:23 188:10
store
155:25 156:4,5,12
stories
116:7,8
storm
103:16 108:24 128:14 144:15 149:23 152:4 193:14
storms
14:2 23:9 24:23 28:11 128:8 153:8 192:11,15
stormwater
62:15,21 143:2 186:22 187:6
story
127:2
straddle
38:6
straight
29:13 44:6 119:20
straightforward
15:23
strange
201:11
strategically
107:23 173:25
strategies
191:22 194:11
strategy
172:4 194:13
street
12:14 68:4 156:10 174:2
strength
128:5
stricter
32:12
strictly
33:4
strike-through
208:20
strikes
16:3 134:6,11 135:13
strip
70:4
strived
194:5
strives
191:17
struck
53:16
structural
37:7 40:4,5 152:17 154:4 205:5
structure
7:23 36:8 39:25 52:6 73:11 91:13 92:6 105:12 119:14,16 120:14 125:6 157:2 195:10
structures
8:9 9:5,8,11,13 36:12,15,22 38:1,3 40:14 41:8,18 43:25 91:6,15,17, 19 119:9 137:14 149:19 153:15 159:14
structuring
8:15
struggling
147:3
stuck
158:1
studied
180:14
studio
98:18 158:18
study
122:17 193:16 198:4 200:18
stuff
6:8 56:18 137:19 139:23 145:20
style
117:16
subject
16:13 33:24 45:24 49:1 97:11 105:9, 16 106:12 107:1 108:5 113:6 166:21 204:19
submit
17:11 18:1 21:15, 24 55:16 93:14 161:8 187:10 210:20
submittal
17:14 208:7
submitted
10:7,13 15:24 63:11 76:12 93:12 98:9,12 101:1 123:19 162:1
submitting
13:16 18:21
substantial
61:17 73:8 178:16
substantially
8:24
substantiate
7:12
substantive
11:15 12:3
substation
53:9,11
Suburbans
145:4,6
successful
140:4
successive
153:8
suffice
127:22
sufficient
122:16 178:24
sugar
131:13
suggested
37:13 189:23
suggesting
209:23 211:6
suite
44:11 205:25
summarize
117:3 119:4 121:8 188:11
summarized
196:4
summer
211:11,19
Summerlin
194:18 195:6
sun
146:8
Sunday
31:19 60:22
sunshades
16:11
supplement
78:10 121:7
supplemental
78:20 87:18,22
supplementally
83:12
supplemented
121:20
supplementing
84:11
supplements
32:19
supply
19:6 180:13
support
122:16 201:1

supports
160:14
supposed
58:19 187:2,13
Suraya
119:11,14,17
205:8
surface
52:17 63:1,3 186:2
187:17
surprising
153:14
surrounding
204:14 205:20
surrounds
65:25
survey
151:4
swear
5:22 191:2
swimming
73:22,25
switching
72:10
sworn
190:25
symbology
11:14
Symposium
140:17
system
35:6 62:11,15,20,
22 63:2,4 79:21
136:5,7 151:1
153:17 186:22
187:18 189:24
195:18 206:18
systems
31:25 155:23

T

table
46:6 58:20 61:22
118:13 168:25
170:21 171:15
177:1,2
tables
75:7
tabulate
46:3
takes
56:5 63:23 96:7
132:22 134:10
144:14
taking
26:16 87:24
148:10 179:6
186:15
talk
37:5 40:3 74:8
77:7 117:14 124:2,
4,7 130:12 132:10
136:15,16,17,19
142:14 146:17
147:5 163:19
170:19 175:21
185:24 196:2
talked
7:2 21:23 22:7
46:11 104:7 134:6
139:3,12 143:20
148:20 153:4
154:6 156:2 157:3
159:9,13 188:7
talking
24:9 38:19 50:23
82:1,3,4 89:24
104:12 144:21
145:16,18,19
146:12 156:18
168:10 193:5
209:24
talks
84:4 138:4 147:5
tall
41:9 57:23 135:20
Tallahassee
124:13
taller
27:4 52:19 103:10
105:8 117:11
119:9,17
tarpon
50:14,25 51:1
141:3,5
task
173:14
teal
164:20
team
78:1 141:23,25
144:22 147:25
teams
140:20
technically
57:11 96:7
technology
139:12,17
Ted
196:3
teetering
29:5
telling
208:21
tells
152:19
temperate
159:15
temporary
47:7,13,21 48:8
49:7,12,13,16
50:1,18 51:6 96:17
154:12 196:9
ten
134:12 160:11
200:18
ten-minute
58:14 179:6
tend
202:16
tendered
191:12
tennis
72:17 73:5,7
100:9,10,18,20
101:13 102:13,16
103:1,11,15
114:19,23,25
115:2,9,10,16,25
116:5,23 117:4,8
153:25 154:2
157:6 177:25
180:10
tent
47:25 49:22,24
terminate
60:17
terms
11:23 18:11 36:9
44:1,22 54:10
119:10,16 163:17
175:23 180:20
199:24 207:3
testified
7:16 52:12 56:2,16
60:18 111:6 169:9
172:21 191:9
201:24
testify
112:19
testifying
5:21
testimony
5:23 45:17 62:8,10
75:13 90:12 112:3
116:24 119:12
122:7 168:24
169:19 176:4
177:21 181:22
183:6,9 191:3
196:4,6 202:8
205:13 206:2
theoretically
35:23
theses
134:7
thing
7:14,18 20:10
26:15 29:3 30:1
34:19 72:23 73:16
75:9 100:25
108:10 128:13
129:16 140:5,25
143:5 146:9 153:6
157:20,21 158:8,
12 160:6 164:6
178:6 185:23
203:22 209:5
things
23:2,19 47:23
66:17 78:14 79:1
96:2 115:21 124:1
128:24 129:9,10
134:7 147:19
152:1 155:3
156:24 157:13
158:3 159:24
163:20 197:20
thinking
48:11 55:24
third-party
116:10 133:9
157:21
Thomas
131:7
thought
21:7 26:24 38:6
48:13 97:9 157:19
162:18 164:1
186:3 200:1
203:18
thousand
47:16 50:16 51:8
thread
163:21 164:1
threaded
18:19
threatened
140:14
three-meal
156:25
three-story
106:6,15,16
108:22 109:12,13
117:20 125:6
207:5
thunder
87:21
Thursday
31:19 53:8
tie
49:15
tied
45:4 64:11 76:17
tier
47:17
Tiered
39:15
tiers
47:18
ties
50:1 187:19
till
60:22 86:10
Timbers
60:10 61:18 116:9
124:2,10 125:15
130:1,2 136:14
145:2,4,16,19
146:17 151:2,8
160:4
time
5:8,16 31:20 33:5
49:13 62:18 70:16
71:8 89:1,15 92:7
100:15 111:15

119:22 120:19 127:14 142:8 159:19 160:17 161:3,7 181:3,13 189:2 193:15 195:15,25 199:9 201:23 210:3,18, 21 211:3
timely 192:14
times 47:9 49:2 88:4 131:20 136:18 149:12 192:16,18 193:17
timeshare 66:5,12 105:19 106:7 107:9,13 119:1,5
timeshares 118:15,18 206:3
timing 56:17 95:4 195:14, 19,20,22,24 202:25 203:10
timings 195:12 199:2
tinting 16:11
tip 131:7
tired 147:8 149:2
title 17:10
today 5:15,21 6:5 8:22 62:16 65:15 86:10 113:25 114:15 116:20,22 182:4 191:12,14 193:22 198:6 210:3
told 7:9,10 8:10 138:13,14 152:6, 20
tolerant 61:20 62:1
tool 197:13
tooth 67:25
top 12:17 22:20 28:9 41:11,13 66:9 79:10 84:4 105:12 153:10,21 169:5 206:18
Topgolf 73:23
topics 15:18 191:15
tossed 152:14
total 40:6 113:23 145:2 171:25
totaled 96:23
totaling 52:14
totally 155:17
touch 114:13 125:22 127:13,16 130:16 133:11 136:19 182:24
touched 128:21 145:23 182:3
touches 79:3 204:18
touching 110:8
tougher 135:11
tour 140:3
tourists 180:8
tournament 51:1 141:4,6
tours 139:20 140:2 168:2
tower 137:6
townhouses 135:17
track 136:15 138:6
tracking 46:2,5 186:1
tract 12:6 31:6 39:1 41:22 42:21 51:17, 21 52:23 53:20 66:5 68:5 70:1 72:12 75:18,20 84:25 85:16,17,21 86:18,19,25 87:4, 23 91:5,10,25 117:13 204:7,25 206:6
tracts 31:4,5 36:13 41:2, 3,5 64:24 66:21 85:16 91:2 114:16 204:11
traditional 135:1 188:23
traffic 35:14 93:4,5 113:20,21 122:17 129:20,25 157:15 163:20 191:10,20, 25 194:2 195:18 196:2,4,11,18,25 197:3 198:4,10 199:1,25 200:11, 14,15,16,17 201:19,21 202:2,7, 9,17,23 203:2
train 139:5
trained 138:21
tram 169:15,17,19 173:21
transaction 132:19
transferred 44:22
transient 115:13 118:19,23 119:5,24
transportation 58:21 59:23 60:12 136:19 144:18,21 169:11,13 172:5 178:18 180:2 191:11,15 192:13 193:25 198:1,9
travel 129:4 133:13,16 136:8 148:25 150:4,9 201:6
treated 7:4,6 18:12
treatment 16:1,9 31:6,7 158:19 186:7
treatments 20:3 22:23
Treaty 81:9
tree 75:4 156:22
trees 18:2 52:5 68:16 75:21 81:16,17 197:19
Treesh 196:3
Treesh's 122:17
trends 170:22
triathlon 50:13,21
trigger 54:17
trimming 12:20 13:2
trip 121:14 122:18 151:24 164:2
Tripadvisor 150:10,24 151:13
triple 17:15
trippers 170:2
trips 113:24 114:5,7,11 140:21 145:2,5,8, 14 163:22 199:24 200:6
trolley 60:4,6,16 61:1 74:9,10,14 145:24 146:2,5,9,10,13 173:21 176:3 178:19 179:5
trolleys 157:17,19 172:4
tropical 192:11
truck 27:3 54:13,17 56:3,4,16,22 57:7, 22 58:4,5 59:6,9
true 111:11 152:4 200:2 208:1
truffles 131:4
trust 21:19
truth 5:24 142:18 191:4
tucked 73:12
tune 154:10
turn 6:10 44:10,11 68:2 109:15 201:8 207:20
turned 6:7
turtle 15:15 17:17 19:24 20:2,5,16,17 52:24 134:7,8 140:7,9, 11,14 159:17,18, 21
turtles 20:12 140:10
Tuscan 136:24
Tuscany 124:25 125:18 130:5,18 131:1 132:15 136:22 137:23 211:23
tweak 62:9
two-bedroom 44:11
type 62:20 65:4 66:15, 20 127:5 132:24 182:13 200:9

types
36:15 176:17
typical
13:17 46:12 62:21, 23
typically
13:9 31:13 159:2 176:9 189:7

U

U.S.
131:8,15 133:23 150:10
Uh-huh
189:17
ultimately
103:9 170:17 175:17 176:21
umbrella
41:11
unchanged
6:14 65:21
uncovered
16:15 174:10
under-parking
169:22,23
underlined
36:11
underlying
32:21,22 49:13 163:13,14
undermined
30:10
underneath
28:12 47:25 174:23 175:12,15 208:15
underscore
208:20
understand
8:5 19:18 37:3 49:10,11 50:12 54:22 57:9 69:25 76:25 77:17 78:7 84:7 159:16 162:20 169:18 173:18 188:22 207:24 211:8
understanding
5:14 32:20 83:8,13 90:4 125:3 176:19
understands
160:13 178:23
understood
31:25 72:2,8 84:8 206:13
undertaking
78:16 211:7
unfortunate
124:14
unified
15:16
unintelligible
95:5,18 127:2 142:19
unique
18:11 168:22 180:23
unit
34:24 170:14 176:23,24
United
146:20,23
units
43:4,17,23 46:3 66:6,12 68:4 73:15 86:12 106:7 115:13 116:9,11 117:5 134:3 145:13 151:14 157:8 164:8 166:3, 4,5 170:15 171:10, 11 176:12,18,22 177:18,19,22,23 178:5,11 179:3 206:3
Universal
142:9
University
124:14
update
195:13
updated
11:14 18:1 151:15 179:9 210:11
upgrade
148:5 155:11 157:14
upgraded
156:5
upland
165:3
upscale
130:3
urban
122:25 142:6
users
202:11
utilization
16:1
utilize
33:11,12,22 114:3
utilized
120:9,18 197:3
utilizing
31:24 196:11

V

vacation
124:25 125:1 176:18 180:8
Vail
132:18 133:24 142:4
valet
44:4
values
30:9 32:21
van
145:6,8
vans
145:9
variability
172:11
variance
112:18,24 113:4
variances
112:10,11,13,17
variety
180:9
vary
102:15
vast
116:11 194:9
vegetated
154:21
vegetation
14:3 17:25 52:7 81:7 83:25 89:5
vehicle
44:4 85:11 88:3 174:9 175:19
vehicles
145:3 155:2 175:16 176:20
velocity
99:10
verified
95:15
verify
38:15
versa
178:6
version
69:18
versions
9:16
vessels
96:16 97:2,3
viable
197:15
vice
178:6
vicinity
198:12
view
23:13 73:12 115:19,23 117:24
views
66:3,13 100:2
villa
100:11 102:18 108:12
villas
72:17 73:5,7 100:9,11,19,21 101:13 102:13,16 103:1,11,15 108:11,13,18,20 109:7,9 114:19 115:2,4 116:5,15, 24 117:4,7 118:20 157:6 177:24,25
vines
79:8 143:24
vineyard
126:12
violations
134:8
Virgin
131:6,9,15 140:17
virtue
40:7
vision
124:7 136:20 146:17
visit
23:10 179:24
visitors
126:23
visualizing
97:9
voce
58:12 109:22
void
101:16
volleyball
206:8
volume
196:4 197:12
volumes
196:18 197:1
vote
55:3,4
voting
149:5
vulnerability
149:18

W

wade
211:10
wage
147:21
wait
14:17 17:18 18:15 66:22 69:10 146:8 151:19
waiting
25:23
waive
177:5
waiver
177:2
walk
8:20,24 10:1 11:11 25:14 38:3 86:22 113:18 114:15 117:14 121:22 146:4 163:15 165:8 173:22 179:6
walked

33:15 69:17 115:15 116:6,18 122:5
walking 8:17 52:17,20 86:20 178:19
wall 26:16 52:9,13 85:12 92:10 121:6 159:13,14 206:17, 18
walls 66:16 104:9
Walmart-size 173:17
Walter 6:2
Walters 78:16
wanted 7:8,11 16:12 42:17 43:7 54:20 55:13 63:12 86:13 87:13 96:25 100:22 103:23 109:20,21 110:14 126:25 157:15 159:22 170:9 184:3 190:6 191:21 197:6
wanting 9:9 21:24
War 137:15
warehouse 167:12
warrant 62:20
warranted 186:14
warrants 123:13
washed 24:5 26:5 29:13,17 154:8
wastewater 31:7 186:7
water 29:15 31:6,9 33:12 41:5,9 61:9,24 62:8,17,24 63:1,3, 10,14 68:10,13 69:14,16,22 70:14, 15 71:21 72:18 75:22 88:23 91:5, 19 92:23,24 96:9 114:18 122:3 129:9 132:16 142:23 143:1 146:14 153:16 154:1 155:21 156:17 158:9 172:8 175:24 177:10 179:19,22 185:18 186:2,6,23 187:17,20,22 188:15 189:15
waterbodies 184:7 185:22
waterbody 96:6
waterway 23:19 76:7 77:12, 17 81:15 84:24 85:15,19,21
waterways 95:17 193:2
wave 29:12 175:3,5 204:16
waves 26:18 28:8
ways 147:4 201:2
weather 49:22 146:8 202:12
website 206:24
wedding 39:17 47:25 48:3, 14 49:15,16
weddings 47:24 48:2 49:4 149:4,5
week 31:21 32:2 98:19 101:6 102:7 120:3 157:16 186:4
weekends 31:21
weeks 102:7 153:17 210:5,7,16
weighed 165:9 170:3
weighted 165:25
welfare 171:5
well-documented 113:5
wells 109:3 186:11
west 85:9 108:4
western 131:7
wet 184:1,6,7
whatnot 44:4
wherewithal 128:7
wholly 80:3 111:9
wide 28:15 52:4 77:15 81:6 180:9
Widening 197:23
wider 29:4
width 23:7,12 76:19 96:6
wild 131:5 211:9
wildlife 22:21
wildly 140:4
Wilson 9:3 44:18 95:11,12 97:15,21,25 98:3, 5,7,10 114:1
wind 135:9 153:15,21 155:22
wind-loading 135:11
wind-rated 155:22
window 16:1,2,9 20:2 22:22
windows 16:24 155:22
wing 138:2
Winter 126:17
wipe 197:19
wireless 45:23 92:1
withdrawn 206:20
withstand 149:22
witnesses 160:25
won 133:24
woodpecker 17:22
woodpeckers 19:10
word 22:13 199:3 208:8, 13
worded 42:13
wording 15:8 17:3 33:16 41:25 209:25
words 21:13 49:2
work 8:2 13:21 25:25 30:4 47:17 50:3,11 51:13,16 56:3,17 57:12 75:14,24 84:23 88:19 120:24 128:20 131:22 132:17,23 137:4 142:8 143:17,19 149:14 151:9,16 193:13, 17 210:8
worked 10:24 15:17,20 56:12 87:13 135:3 136:25 152:4,12
working 8:18 10:5 33:21 42:1 90:5 100:23 107:22 128:19 138:20
Workman 80:8,17,18 82:2,6, 14,17,19,22 83:6, 14,20,23,25 84:20 90:8
works 126:2 172:10 175:20
workstation 202:21
world 124:25 125:16,17 126:13 127:20 133:1,20 137:15 150:11
World's 133:13 150:9
worry 76:4
worst-case 98:21
worth 71:5 80:9
woven 41:23
wrap 192:3
written 45:21 69:4
wrote 80:24

Y

yards 132:16
year 47:9 48:11 49:2,5 50:21 60:5,13 126:23 127:25 129:24 133:15 141:1,6,17,19 149:3,5
years 29:10 46:13 48:1 124:16,17,19 125:9 126:18 128:4 133:19 134:12 147:14

160:3 165:12,13
186:10 192:17
200:18

yellow
74:3 83:18

yesterday
124:15

yoga
158:18

young
141:14 156:1

Z

Z-72
165:13

zero-foot
94:16

zero-zero
101:3,5 102:10,14

zone
17:17 20:16 32:22
38:4 106:24 107:9
152:6,9,18 155:3
163:1 204:22,24

zones
84:3 99:8,9,10
204:2

zoning
13:14 22:1 31:14
45:3 49:13 56:10
57:15 58:8 59:6,9
61:13 63:10 76:20,
23 99:4 110:16,25
112:6,20 163:6,13
164:4 165:10,12,
14,15 167:19
168:4 185:20
198:3

zooms
98:10