

**CITY OF FORT MYERS
PLANNING BOARD MEETING
(LOCAL PLANNING AGENCY)
MINUTES OF JANUARY 6, 2021 MEETING**

The Planning Board of the City of Fort Myers, Florida, met in regular session at Oscar M. Corbin, Jr. City Hall, 2200 Second Street, its regular meeting place in the City of Fort Myers, Florida, on Wednesday, January 6, 2021 at 1:00 p.m.

CALL TO ORDER – Chair, Justin Stockman, called the meeting to order at 1:01 p.m.

ROLL CALL

Recording Secretary Monique John completed roll call.

Members Present

Mariah Bakke
Justin Stockman
Matt Leger
James Ink
Darlene Mitchell
William Keene

Members Absent

Jonathan Hart
Charles Timmons

Community Development Staff Present

Nicole DeVaughn, Planning Manager
Monique John, Senior Administrative Assistant

Other City Staff Present

Steven Belden, Community Development Director
Grant Alley, City Attorney
William Porter, Engineering Division, Staff Engineer
Anthony Palermo, Assistant Community Development Director
Richard Calkins, ITS Director

**Minutes - Planning Board
January 6, 2021**

Pledge of Allegiance to the Flag of the United States of America

ELECTION OF CHAIR AND VICE CHAIR: Mr. Ink asked for verification of how long Mr. Stockman had been chairman. Ms. DeVaughn verified that Mr. Stockman had been Chairman for two (2) years. Mr. Ink nominated Ms. Bakke as the new Chairwoman. Ms. Bakke accepted the nomination. Ms. Bakke nominated Mr. Leger for the new Chairman. Mr. Alley advised that there may be more than one (1) nomination and the nominee may accept or decline and once all the nominations were in, if there was more than one (1) then there would be a vote to pronounce the new chairman/woman. Mr. Leger declined the nomination for the new Chairman. Mr. Stockman called for a vote and it was unanimously passed to have Ms. Bakke as the new Chairwoman, 5-0. Mr. Ink and Mr. Keene nominated Mr. Leger as the new Vice Chair. Mr. Leger accepted the nomination. Mr. Stockman called it to a vote, and it passed unanimously to have Mr. Leger as the new Vice Chair, 5-0.

PUBLIC INPUT – NON-PUBLIC HEARING AGENDA ITEMS: None

Grant Alley, City Attorney, swore in all witnesses that proposed to speak at the hearing.

ITEM NO. 1 PUBLIC HEARING: CONSIDER A REQUEST TO VACATE UNDEVELOPED REMNANT PORTIONS OF KENNESAW STREET, PARKWAY STREET AND PRICE STREET RIGHTS OF WAY. PLAT BOOK 5, PAGE 56. (QUASI-JUDICIAL) WARD 3.

EX PARTE COMMUNICATION: Mr. Keene stated his firm represented the applicant and he would abstain from voting on the item.

Josh Kelly, on behalf of the applicant, L&R Properties of Southwest Florida, gave a short presentation on the proposed request to vacate the undeveloped remnant portions of Kennesaw Street.

Nicole DeVaughn, Planning Manager, Planning Division, Community Development Department, stated that staff findings were as follows:

**Minutes - Planning Board
January 6, 2021**

STAFF REPORT

Agenda Item #1: Vacation of undeveloped remnant portions of Kennesaw Street, Parkway Street and Price Street rights of way, approximately 1.35 +/- acres, lying in T.P. Hills Subdivision, No. 2, Plat Book 5, Page 56, Public Records of Lee County, Florida. (Quasi-Judicial)

1. Application Information	
Property owner:	L & R Properties of Southwest Florida
Agent for the applicant:	Keene Development LLC
Addresses	3450/3460 Old Metro Parkway, 2845 Hunter Street, and 10 Access Undetermined parcels. See application for complete list of STRAP numbers.
Location:	The unimproved right-of-way is located north of Hunter Street, west of Old Metro Parkway, east of the Seminole Railroad, and south of Southern Garden Street.
Zoning:	Planned Unit Development (PUD)
Future Land Use:	Industrial
Request:	Vacate undeveloped remnant portions of Kennesaw Street, Parkway Street and Price Street rights of way, approximately 1.35 +/- acres, lying in T.P. Hills Subdivision, No. 2, Plat Book 5, Page 56, Public Records of Lee County, Florida.
Ward:	3
Case Number:	VAC20-0002

2. Request

The applicant is requesting to vacate undeveloped remnant portions of Kennesaw Street, Parkway Street and Price Street rights-of-way, approximately 1.35 +/- acres, lying in the T.P. Hills Subdivision, No. 2, Plat Book 5, Page 56, Public Records of Lee County, Florida.

The applicant is requesting the vacation to clean up the title of the affected parcels, which will allow ten (10) land-locked parcels to be combined into a single parcel with frontage on Hunter Street. Per Land Development Code Section 118.1.6.F.4., all lots must have the required width along an improved and dedicated street right-of-way.

**Minutes - Planning Board
January 6, 2021**

3. Staff Review

The Fire Marshall, Public Works Department, Engineering Division staff and Planning staff reviewed the vacation request and have no objections or comments.

Letters of no objection were received from TECO Peoples Gas, Comcast, Florida Power & Light (FP& L), CenturyLink, and Lee County Utilities. The area included in this request was annexed into the City in 2003 and is subject to the Dunbar/Belle Vue Annexation Agreement, the City does not own the utilities in this area.

Staff finds request to vacate the undeveloped remnant portions of Kennesaw Street, Parkway Street and Price Street rights-of-way consistent with the Comprehensive Plan and the Land Development Code; and recommends approval of the vacation request.

4. Comprehensive Plan Compliance

The Future Land Use Classification is Industrial. The Comprehensive Plan policies, actions and standards that apply are listed in Future Land Use Element 1, Policy 1.11 Industrial (IND); and Vacation of Easements are mentioned in the Recreation and Open Space Element 6, Policy 1.5, as follows:

Policy 1.11) Designate areas on the Future Land Use Map as **Industrial (IND)** that are areas integral to strengthening the City's economic base and future growth. These are the areas to which the City looks for expanded job opportunities, investments and production opportunities, and a balanced and sufficient tax base. These areas have special location requirements, including transportation needs (e.g., air, rail, interstate access, and immediate access to arterial roadways); industrial levels of water, sewer, fire protection; and are centrally located to reduce employee commuting distances. The Industrial areas contain research and development, laboratories, industrial activities, commercial and office uses; selective land use mixtures of industrial, manufacturing, research, and development, laboratories and office use supporting the preceding uses; and properly buffered recreational uses. Expansion to heavy industrial uses in light industrial zones will require site plan and use approval through the Planned Unit Development process. Special consideration will be given to projects incorporating Leadership in Energy Efficient Design (LEED) standards. Residential uses are not permitted. New development or substantial expansion of existing industrial adjacent to incompatible land use districts may be approved through the Planned Unit Development process. Residential uses are not permitted on land within this land use district. Development intensities are limited to a floor area ratio of one (1 FAR).

**Minutes - Planning Board
January 6, 2021**

Element 6. Recreation and Open Space:

The policy below is the only instance in which the Comprehensive Plan addresses the vacation of right-of-way or easements. The easement that is the subject of this application does not abut the Caloosahatchee River, and therefore, does not need to be considered for public access to the river.

Policy 1.5) City waterfront ownership, easements, or right-of-way should be considered for public access use prior to being sold, vacated, or otherwise disposed of.

5. Public Notice

A total of 11 public notice letters were sent to property owners within 300 feet of the proposed vacation. The property was posted with signs alerting the general public of the vacation and an ad ran in the News-Press; all actions taking place at least 10 days prior to the meeting. No letters were returned, and no objections were received as of the date of this staff report.

6. Recommended Action

Find the request to vacate the undeveloped remnant portions of Kennesaw Street, Parkway Street and Price Street rights of way, approximately 1.35 +/- acres, lying in the T.P. Hills Subdivision, No. 2, Plat Book 5, Page 56, Public Records of Lee County, Florida, consistent with the Comprehensive Plan and the Land Development Code and recommend approval of the vacation to the City Council.

END STAFF REPORT

PUBLIC INPUT: None

DISCUSSION: Mr. Ink asked if the request was still consistent with the existing Planned Unit Development (PUD). Ms. DeVaughn stated that the request would not impact the PUD and that the right-of-way's are unimproved right of ways within the PUD.

MOTION: It was moved by Mr. Stockman to find the request to vacate the undeveloped remnant portions of Kennesaw Street, Parkway Street and Price Street rights-of-way consistent with the Comprehensive Plan and the Land Development Code, seconded by Mr. Ink and unanimously approved, 5-0 with 1 abstention (Mr. Keene).

ITEM NO. 2 PUBLIC HEARING: CONSIDER THE TOWLES GARDEN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FORT MYERS AND TOWLES GARDEN, LLC FOR THE DEVELOPMENT OF A MIXED INCOME RESIDENTIAL COMMUNITY (QUASI-JUDICIAL)

EX PARTE COMMUNICATION: None

**Minutes - Planning Board
January 6, 2021**

Steve Belden, Building Director, Community Development Department, stated that staff findings were as follows:

BEGIN STAFF REPORT

**** NOTE:** The Development Agreement is not attached to this staff report and will be provided prior to the meeting. ******

AGENDA ITEM #2: Development Agreement for Towles Garden Mixed-Income Residential Development. (Ward 2)

BACKGROUND The City of Fort Myers, in partnership with Towles Garden, LLC, submitted a request for approval of a Development Agreement to facilitate the development of affordable housing on a 6.82 +/- acre parcel of land being part of Lot 1, Towles Garden Spot, Plat Book 3, Page 78, Fort Myers, Lee County, Florida, known as Towles Garden (STRAP #19-44-25-P3-00600.0010).

The applicant proposes a 140-unit multi-family mixed-income development with related infrastructure. At least 51% of the units shall be affordable as defined by the United States Department of Housing and Urban Development as units for qualifying buyers at 80% of area median income

The subject property is vacant, located on the south side of Edison Avenue, on the west side of Veronica Shoemaker Boulevard and on the east side of Highlands Avenue. Approximately 6.82 acres in size, it has Commercial Intensive (CI) zoning and is within the Traditional Community (T/C) Future Land Use category.

The Developer was the successful bidder in response to Request for Qualifications #007-18 (RFQ). The intent is to develop the subject property into a socially and economically diverse residential homeownership community.

The application is pursuant to LDC Sec. 98.3.11 "Development Agreements."

"Development agreements made pursuant to this section are intended to protect and further the public health, safety and welfare by providing certain guarantees to land developers in exchange for their agreement to provide specified public facilities or services which are related to and consistent with the city's capital improvement planning and financing."

Per LDC Sec. 98-3.11(b) development agreements are submitted to the Community Development Department for review and are recommended to the Planning Board and City Council.

"The planning board, after a public hearing, shall provide a recommendation to city council as to whether or not the city should become a party to the development agreement and if and what modifications should be made. The city council, upon the recommendation of the community development director and the planning board and

**Minutes - Planning Board
January 6, 2021**

after a public hearing, shall a make final determination on whether or not the city should become a party to the development agreement.”

The Development Agreement has also been noticed per the requirements of LDC Sec. 98-3.11(d) including notice in the *Fort Myers News Press*, sign posting, and mailing to property owners within 300 feet of the subject properties.

The Developer anticipates purchasing, at its sole cost, the parcel adjacent to the Project Site bearing Lee County Strap number #19-44-25-P3-00924.0010, Folio ID #10252504 to provide stormwater management. In the event the Developer is unable to acquire Lee County Strap #19-44-25-P3-00924.0010, the Developer shall modify its project plans to accommodate code compliant stormwater management on the Project Site which may result in the reduction of the anticipated number of residential units referenced above. The percentage of affordable units shall remain at least 51% of the total units.

The Developer will provide 1.5 parking spaces per residential unit.

The City will initiate vacation of the unimproved right-of-way on the south side of the Project Site within thirty (30) days of the effective date of the Agreement at the City's sole cost and expense.

The parties agree that Highland Avenue will be the controlling roadway for all engineering, site construction, drainage, water management, floor elevations and other related issues dependent on a controlling elevation.

The City shall provide a nonrefundable \$10,000.00 credit/down payment assistance to each of the affordable units. The \$10,000 credit/down payment will be paid by the City to the Developer or then owner of the Project Site at the closing of each individual qualifying affordable unit.

The City and Developer will enter into a land lease agreement in accordance with the City Charter and Ordinances regarding disposition of city-owned property, and which is acknowledged to be within a Community Redevelopment District and require compliance with Florida Statute § 163.380.

The agreement and supportive documentation have been reviewed by Legal, Fire, Engineering and Community Development staff.

Public Notice

A total of 38 public notice letters were sent to property owners within 300 feet of the parcel. The property was posted with a sign alerting the general public about the case; an ad ran in the News-Press. All actions occurred at least 7 days prior to the July 1, 2020, meeting in accordance with Land Development Code section 98.3.11.D.

**Minutes - Planning Board
January 6, 2021**

Recommended Action

Find the Development Agreement consistent with the Comprehensive Plan and Land Development Code; and recommend approval to the City Council.

END STAFF REPORT

PUBLIC INPUT: Liston Bochette, Councilman, stated that he felt that the request would be a benchmark and benefit for the City.

DISCUSSION: Mr. Ink suggested extending the time given to provide the developer with payment for the proposed project.

Mr. Keene asked if qualified buyers were able to make more than 80% of area median income. Mr. Belden confirmed that the buyers could not make “more than” 80% of the area median income. Mr. Keene suggested rewording and clarifying the percentage of area median income allowed as no more than 80% median income allowed. Mr. Ink asked if the median income allowed was in relation to how the State Housing Initiative Partnership Program (SHIP) calculations that were calculated. Mr. Belden advised that Community Development Block Grant (CDBG) was Federal and not done by the state.

Mr. Keene asked what the market value of the property was. Mr. Belden advised that an appraisal would need to be done.

Mr. Stockman stated that as far as the type of evaluation that would be done to determine the fair market value, if it were to be done by the City, then it should be in the City’s sole discretion without any vagueness in the document. Mr. Stockman suggested clarifying the language and adding either sole discretion language or, if the appraiser is already known, using a market value approach, and putting specifics in the language.

Mr. Ink stated that the appraisal should not be hindered by the HUD agreements of the project but should be what the properties highest and best use was at the time as if it were being sold on an open market.

Mr. Stockman ask for clarification on should the deal not go through, and there was an election to pull the bond, then the restrictions should be removed from the property. Mr. Ink stated that the value of the property should be as it was at the current time without any potential lowering of the value. Mr. Belden advised that an appraiser would factor that information into their determination.

Mr. Stockman stated that should the restrictions stay, and there was a buyer that bought the property through the bond, then the buyer would inherit the restrictions as well and the City benefited from because the property had low income restriction. Mr. Stockman felt that the City would get the true value by keeping the declaration in place.

**Minutes - Planning Board
January 6, 2021**

Mr. Alley asked to be heard before a motion was made. Mr. Alley stated that by way of full disclosure, Mr. Belden did report that request was an ongoing negotiation similar to other ongoing projects and as the project got further into fruition that new information and documents may come forward. Mr. Alley advised that the developers had made additional requests in which some of the requests were not in the current documents and more new documents were anticipated to come forward. Mr. Alley advised that the developer agreement had been approved by City Council and a conservative decision had been made that coincided with the negotiations where the requests would be able to be brought back to the Planning Board as an amended developer agreement. Mr. Alley advised that when the developer agreement was presented to City Council, the prior developer agreement that the Planning Board found consistent with the Comprehensive Plan, at that time it was presented that there would be an amended development coming forward. Mr. Alley advised that the agreement was still in the process of negotiation.

Mr. Keene asked if there would be more changes. Mr. Alley advised that the agreement was still in negotiation and he believed there would be amendments to the document so that when it was presented to City Council, it would be done in a timely manner. Mr. Keene asked if the request were to be approved in the future and there had to be another amendment, would the new amendment need to come before the Planning Board again. Mr. Alley advised that the conservative answer would be that the new amendment would come back before the Planning Board, however it did depend on whether it would be legally required, on the amendment, and whether Council had approved it. Mr. Keene asked if it would be appropriate for the Board to suggest a clause that amendments would not need to come back before the Board. Mr. Alley advised against the suggestion. Mr. Alley stated that the intent was to have the agreement recorded, therefore at the time of closing, the City's portion of its million-dollar contribution would come back to the City in incremental stages upon each closing. Mr. Alley also advised that the development agreement would be recorded to effectuate actual notice, record notice, and will be guaranteeing record notice that any subsequent purchasers for value or anyone, should something happen and the development is not able to move forward and the property shifts buyers, then there would be a notice as well as anyone that wanted to buy into the project would be on notice. Mr. Keene stated that he was concerned that should any amendments have to come back before the Board, and the Board is re-educated each time, the result may not be appropriate at that point and time. Mr. Alley stated that should the Board come to the same consensus as Mr. Keene, then a formal motion for the suggestion would not be needed, however it would be helpful for purposes of moving forward with respect to the current particular project and there would not hinder any future projects.

Mr. Ink stated that he supported the consensus being proposed by Mr. Keene.

Mr. Stockman asked for clarification if Mr. Alley would prefer a motion to approve the request and not to be in the consensus format. Mr. Alley advised he could not tell the Board what to do policy wise as it would be stepping out of bounds and stated that the Board make a determination on whether the developmental agreement as presented, understanding that it was still being negotiated, was consistent with the Comprehensive Plan and Land Development Code. Mr. Alley stated that if there was a

**Minutes - Planning Board
January 6, 2021**

second option that the Board was considering, then it did not need to be in the motion but that it would be on record and provide guidance to City staff and City Council and the Mayor in the future.

MOTION: It was moved by Mr. Ink to find the amended development agreement consistent with the Comprehensive Plan and Land Development Code and recommended approval to City Council, seconded by Mr. Stockman, and unanimously approved 6-0.

Mr. Ink stated for the record that it was the consensus of the Board that should the development agreement be amended, then it would not need to come back before the Board unless it pertained to the Comprehensive Plan and Land Development Code.

ITEM NO. 3 PUBLIC HEARING: CONSIDER AN AMENDMENT TO CHAPTER 126 SIGNS.

EX PARTE COMMUNICATION: Mr. Ink sustained from the agenda item as his firm assisted the City in drafting the resolution.

Fred Drovdlc, Planner with Waldrop Engineering, gave a short presentation that was provided to the Board before the meeting on the proposed amendment.

BEGIN STAFF REPORT

Agenda Item #3: Consider an amendment to Chapter 126 - Signs, relating to a rewrite of the commercial and non-commercial sign regulations in the City of Fort Myers. Chapter 126 has not been fully reviewed and amended since 1990 in Ordinance 2546. Since that time amendments to specific sections have taken place but not a comprehensive review. The amendments included herein reflect the efforts to rewrite the Chapter and meet the following objectives: legally defensible in light of Reed vs. Gilbert; simplify, modernize and reorganize the content; clarify language; improve administration and enforcement; protect health, safety and welfare and property values; preserve community appearance and character; and allow property owners creativity and flexibility.

Reed vs. Gilbert is a case decided by the Supreme Court in 2015 which specified that sign regulations must be content neutral, i.e, "if you have to read the sign to name it" the ordinance may violate free speech. The amendments herein seek to address improving the legal standing of the sign ordinance, minimizing the risk of future litigation. The existing ordinance is deficient in several areas that the amendments address, which include but are not limited to: revising the purpose, intent and applicability of the ordinance; adding severability and substitution statements; and pulling in the definitions pertaining to signs from Chapter 142; revising the definitions for accuracy; and creating new sign categories and sign type references.

**Minutes - Planning Board
January 6, 2021**

Structurally the existing ordinance has been reorganized to reflect a philosophical shift to first, serve the applicant, and second, improve administration. Serving the applicant is addressed in many forms:

1. The administration, enforcement and processes the staff use were moved to Article III, the last section in the Chapter, so the brief legal standing and regulations that pertain to development are forefront.
2. All regulations have been consolidated and edited into one section, Article II.
3. The sign categories have been simplified into 4 categories: freestanding, building, portable and temporary.
4. Sign types that were identified in ways that could only be determined by reading the content, such as pawn shop signs, sold and moved signs, and similar, have been redefined and categorized to be regulated in a content neutral manner.
5. Sign types have been consolidated and simplified.
6. Regulations have been revised and reorganized into a General Regulations section that applies to all signs and regulations specific to signs in Zoning Districts.

Administration of the chapter has been moved to the back of the ordinance, Article III, while processes have been streamlined, corrected, and modernized and references to other land development codes have been corrected. Review of all Land Development Code sections that are either referenced or pertain to Chapter 126 have also been revised which include Chapter 142- Definitions; Section 93.8.5; Section 134.2.21; and Section 118.5.3.

Regulatory section changes of note are:

1. Regulations that involve the number of signs and the maximum sign area have been largely unchanged still allowing one freestanding sign up to a maximum sign area of 250 square feet. New changes include but are not limited to:
 - a. An additional freestanding sign with a maximum sign area of 125 square feet shall be allowed on each additional frontage on a publicly dedicated right-of-way adjacent to the property for buildings NOT located in a commercial center.
 - b. The number of building signs are now unlimited but still has a maximum sign area of 125 square feet for all building signs combined.
2. Prohibited signs and conditions have been fully reviewed and revised to address modern needs, cleanup old, outdated references, and simplify administration and enforcement.

**Minutes - Planning Board
January 6, 2021**

3. Signs exempt from permits have been fully reviewed and revised to address modern needs, cleanup old, outdated references, and simplify administration and enforcement. Political signs section has been updated to allow greater freedoms in number and size of signs. The reference to political signs itself is not content neutral, yet this reference by content is administered through the Florida Statutes, so a clear reference to the statutes has been made in the section.
4. Nonconforming signs are addressed in a new code section expanding the previous definition that was in the code. The key changes involve circumstances for compliance with the current code and references to Section 98.4.5 regarding nonconforming structures.
5. New lighting standards section has been added better addressing uses such as electronic message centers and measurable and enforceable lighting measurement techniques. Key changes to electronic message centers involve restrictions to stagnate images only with interval specifications.
6. Billboard regulations, now referred to as Outdoor Advertising Signs consistent with Florida Statutes, have been largely left unchanged except for modernizing code for lighting and LCD style billboards and further restricting the ability to apply for variances.
7. Off-premise signs section has been added to allow unique properties the opportunity to have a sign on an adjacent piece of property. This does not include billboards.

The amendment is consistent with the City of Fort Myers' Comprehensive Plan and is intended to provide a more predictable and clear set of processes and procedures for pursuing development in the City.

RECOMMENDED ACTION: Recommend approval of the amendment to Chapter 126 - Signs; and find the request consistent with the Comprehensive Plan and the Land Development Code; and recommend approval of the amendment to the City Council

END STAFF REPORT

PUBLIC INPUT: None

DISCUSSION: Mr. Stockman stated that he did not see many changes in the directional category as far as how long the sign could be in place, the size of the sign, etc. Mr. Stockman asked if the section had been reviewed. Mr. Drovdlc advised that not many changes in that section, however he would review the section to be sure.

**Minutes - Planning Board
January 6, 2021**

Ms. Mitchell asked how violators of the sign code would be addressed. Ms. DeVaughn advised that any violations would be handled by the Code Enforcement Department, and then those cases would go through the proper Code Enforcement process.

Ms. Bakke stated that she was concerned as well for how violators of the Sign Code would be addressed.

Mr. Belden reassured that the Code Enforcement would follow the correct process for violators.

Mr. Keene stated regarding section 126-45 parenthesis (a) on page 9, that he would support the code change, with the exception of traffic city signs, permitted that the Code stated that the City would also need to follow the same rules as all others without any exceptions. Mr. Stockman stated that he agreed with Mr. Keene that the language should be reviewed in the section to include stating that the City would also need to follow the same rules.

Mr. Belden stated that there would be certain times that the local Government or County may need to put a sign in the right of way if there is a public purpose, so he did not want to blanket the code to say “no exceptions”. Mr. Keene stated that he stood by his opinion and would not support the sign code unless the situation were to be addressed and the City were to have to abide by the same Sign Code rules. Mr. Belden advised that staff would review the language in the code to address Mr. Keene’s concerns.

Mr. Stockman stated that he agreed that the language should be reviewed as well.

Mr. Keene asked if there were any side setbacks for the side property line for the sign code. Mr. Drovdljic advised that there were front property line setbacks for certain categories in the code. Mr. Keene suggested adding side setbacks in the section as well for foundation purposes. Mr. Keene asked if there was a chapter that pertained to building codes and wind codes for the signs. Mr. Drovdljic advised that at that time there was not. Mr. Keene suggested adding building and wind codes to the amendment. Mr. Keene stated that he was concerned about the amount of signage allowed on a property.

Mr. Keene suggested reviewing the amount of signage allowed at one property. Mr. Keene asked regarding commercial centers, was the wall signage percent of the total façade space. Ms. DeVaughn advised that every storefront was allowed to have the maximum square foot in signage, however, would be limited by the amount of width (area) that their lease spaced. Mr. Keene asked in regard to the measurement of signs, about the size specifications with signs that contained multiple pieces and were to placed around the building and what the measurement definition would be; i.e., would a business that has the main name on one sign and a subtitle on a different sign be classified as having two rectangle signs or one. Mr. Keene suggested reviewing the wording to clarify specifics requirements.

**Minutes - Planning Board
January 6, 2021**

MOTION: It was moved by Mr. Keene to find the proposed sign changes consistent with the Comprehensive Plan and Land Development Code and recommend approval to the City Council with the following caveats:

1. Recommending in section 126-45, paragraph a, page 9 of the draft ordinance, that signs erected by the City or County within the City must be in compliance with the sign code.
2. Readdressing if small commercial buildings may be permitted to have two freestanding signs that could potentially be 35 feet tall.

Mr. Leger seconded the motion and it passed unanimously 5-0 with 1 abstention (Mr. Keene).

OTHER BUSINESS: None.

Hearing no other business Ms. Bakke adjourned the meeting at 2:49 p.m.

Note: For detailed information on the presentations and discussions held at the January 6, 2021 Planning Board Meeting, a recording of the meeting can be purchased from the City Clerk's Office or the meeting could be viewed at the City of Fort Myers Website at www.cityftmyers.com.

Instructions: Go to City of Fort Myers Website; open Government and Officials meetings; select City Meetings; select 2020 City Board Meetings; scroll down and select Planning Board; and select the date of the Planning Board meeting.