

View current license information at: Floridahealthfinder.gov

LICENSE #: 874
CERTIFICATE#: 1422

State of Florida
AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

Abortion Clinic
Licensed

This is to confirm that Planned Parenthood Of Southwest And Central Florida Inc has complied with the rules and regulations adopted by the State of Florida, Agency for Health Care Administration, and authorized in Chapter 390, Florida Statutes, and is authorized to operate the following:

PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC
6418 Commerce Park Dr
Fort Myers, FL 33966
LEE COUNTY

Authorized Procedures: First & Sec Tri



EFFECTIVE DATE: 01/27/2020

EXPIRATION DATE: 05/06/2021

A handwritten signature in black ink, reading "Mary E. Mayhew".

Secretary, Agency for Health Care Administration



RON DESANTIS
GOVERNOR

MARY C. MAYHEW
SECRETARY

January 27, 2020

Stephanie Fraim, Administrator
Planned Parenthood Of Southwest And Central
Florida, Inc
736 Central Avenue
Sarasota, FL 34236

File Number: 13960081

License Number: 874

Provider Type: Abortion Clinic

RE: 6418 Commerce Park Dr, Fort Myers

Dear Administrator:

The enclosed Abortion Clinic license with license number 874 and certificate number 1422 is issued for the above provider effective January 27, 2020 through May 6, 2021. The license is being issued for: approval of the address change during licensure period application.

Review your certificate thoroughly to ensure that all information is correct and consistent with your records. If errors are noted, please contact the Hospital And Outpatient Services Unit.

Please take a short customer satisfaction survey on our website at ahca.myflorida.com/survey/ to let us know how we can serve you better. Additional licensure information can be found at <http://ahca.myflorida.com/hospital-outpatient>.

If we may be of further assistance, please contact me by phone at 850-412-4364 or by email at Mark.Hajdukiewicz@ahca.myflorida.com.

Sincerely,

Mark Hajdukiewicz

Hospital And Outpatient Services Unit
Division of Health Quality Assurance



Hajdukiewicz, Mark

From: Hajdukiewicz, Mark
Sent: Monday, December 2, 2019 4:32 PM
To: Merritt, Judith
Subject: RE: Moving Address/Location of AB License - License: 874 Certificate 1398

Hello Judith,

Per our telephone call, information on the change of location for the clinic can be found at our website below. You would follow the matrix on the webpage and submit an application with fees and necessary documents for the location change.

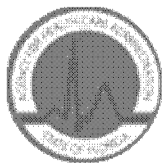
http://ahca.myflorida.com/MCHQ/Health_Facility_Regulation/Hospital_Outpatient/abortion.shtml

If you have addition questions, just ask.

Thank you,

Mark

**Mark Hajdukiewicz - HEALTH SERVICES & FACILITIES
CONSULTANT**



Building 1, Room 254 - HOSPITALS
2727 MAHAN DRIVE TALLAHASSEE, FL 32308
850-412-4364 (Office) - (850) 488-5897 (Fax)
Mark.Hajdukiewicz@ahca.myflorida.com



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From: Merritt, Judith <judith.merritt@ppswcf.org>
Sent: Monday, December 2, 2019 12:33 PM
To: Hajdukiewicz, Mark <Mark.Hajdukiewicz@ahca.myflorida.com>
Subject: Moving Address/Location of AB License - License: 874 Certificate 1398

Mark,

I left a message for you but wanted to know if you would have time to speak so that I can clarify the process of moving my AB license from one location to our new location. We have approximate dates for the Temporary Certificate of Occupancy etc. but if you wouldn't mind speaking with me to give me an idea of the process and how long you would need to visit and survey the premises etc. I would be most obliged.

I can be reach at my cell: 561-213-9667 at your convenience.

Looking forward to speaking with you.

Judith Merritt | Director of Compliance, Quality & Risk Management
Cell: 561-213-9667

In This Together



Planned Parenthood of Southwest and Central Florida
Gompertz Family Regional Headquarters
736 Central Avenue, Sarasota, FL 34236
O: 941.365.3913 Ext: 1006
F: 941-957-1050
C: 561-213-9667



Health Care Licensing Application Abortion Clinic - Change Licensure

[Provider Address]

Provider/Facility Information

Provider Information

Provider name, address, telephone number will be listed on Florida Health Finder at: <http://www.floridahealthfinder.gov/>

License Number:	874	National Provider Identifier:	1023221546
File Number:	13960081		
Provider/Facility:	PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC		

Street Address

Street Address:	6418 COMMERCE PARK DR	(Bld, Suite, Floor, Villa, Apt)	
City:	FORT MYERS	State:	FLORIDA
County:	LEE	Zip:	33966-4792
Telephone:	(941) 953-4060	Telephone Ext:	
Provider Website:	www.ppswcf.org	Email Address:	judith.merritt@ppswcf.org

Transparency Page:

Mailing Address (All mail will be sent to this address)

Street Address:	736 CENTRAL AVENUE	(Bld, Suite, Floor, Villa, Apt)	
City:	SARASOTA	State:	FLORIDA
County:	SARASOTA	Zip:	34236
Telephone:	(941) 365-3919	Telephone Ext:	1006
Email Address	judith.merritt@ppswcf.org		

Contact Details

Contact Person

Contact Person:	judith merritt	Suffix:	
Telephone:	(941) 365-3913	Telephone Ext:	
Email:	judith.merritt@ppswcf.org	Fax:	None

Note: By providing your email address you agree to accept email correspondence from the Agency

Affidavit

I **JUDITH MERRITT** , under penalty of perjury, attest as follows:

- (1) Pursuant to section 837.06, Florida Statutes (F.S.), I have not knowingly made a false statement with the intent to mislead the Agency in the performance of its official duty.
- (2) Pursuant to section 408.815, Florida Statutes (F.S.), I acknowledge that false representation of a material fact in the license application or omission of any material fact from the license application by a controlling interest may be used by the Agency for denying and revoking a license or change of ownership application.
- (3) Pursuant to section 408.806, Florida Statutes (F.S.), the applicant is in compliance with the provisions of section 408.806 and Chapter 435, Florida Statutes (F.S.).
- (4) Pursuant to section 408.809 and 435.05, Florida Statutes (F.S.), every employee of the applicant required to be screened has attested, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to Chapter 408, Part II and Chapter 435, Florida Statutes (F.S.), and has agreed to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.
- (5) Pursuant to section 435.05, Florida Statutes (F.S.), the applicant has conducted a level 2 background screening through the Agency on every employee required to be screened under Chapter 408, Part II or Chapter 435, Florida Statutes (F.S.), as a condition of employment and continued employment and that every such employee has satisfied the level 2 background screening standards or obtained an exemption from disqualification from employment.

JUDITH MERRITT

Signature of Licensee or Authorized Representative

DIR. CRQM

Title

12/19/2019

Date



Health Care Licensing Application Abortion Clinic - Change Licensure

[Provider Address]

Provider/Facility Information

Provider Information

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License Number:	874	National Provider Identifier:	1023221546
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County:	LEE	Zip:	33966-4792
Telephone:	(941) 953-4060	Telephone Ext:	
Provider Website:	www.ppswcf.org	Email Address:	judith.merritt@ppswcf.org

Transparency Page:

Mailing Address (All mail will be sent to this address)

Street Address:	736 CENTRAL AVENUE	(Bld, Suite, Floor, Villa, Apt)	
City:	SARASOTA	State:	FLORIDA
County:	SARASOTA	Zip:	34236
Telephone:	(941) 365-3919	Telephone Ext:	1006
Email Address	judith.merritt@ppswcf.org		

Contact Details

Contact Person

Contact Person:	judith merritt	Suffix:	
Telephone:	(941) 365-3913	Telephone Ext:	
Email:	judith.merritt@ppswcf.org	Fax:	None

Note: By providing your email address you agree to accept email correspondence from the Agency

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JUDITH MERRITT

Signature of Licensee or Authorized Representative

DIR. CRQM

Title

12/19/2019

Date

**LEASE FOR
6418 COMMERCE PARK DRIVE
FORT MYERS, FLORIDA**

THIS LEASE ("Lease") is entered into on January 14, 2020 between Colonial Drive Acquisitions, LLC a Florida limited liability company whose address is 1858 Ringling Boulevard Suite, Suite 300, Sarasota, Florida 34236 ("Landlord") and Planned Parenthood of Southwest and Central Florida, Inc. a Florida not for profit corporation whose address is 736 Central Avenue, Sarasota, Florida 34236 ("Tenant").

RECITALS

- A. Landlord is the owner of the premises located at 6418 Commerce Park Drive, Fort Myers, Florida 33966 (the "Premises"); and
- B. Tenant desires to lease the Premises from Landlord for use as a medical clinic upon the terms and conditions contained herein.

In consideration of the mutual obligations of the parties set forth in this Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Term.** Landlord shall lease the Premises to Tenant from January 1, 2020 to December 31, 2025. Tenant shall have the right to renew the term of this Lease for an additional five (5) year term by providing Landlord with written notice of Tenant's intent to renew the Lease at least sixty (60) days prior to the expiration of the initial term of the Lease. The terms and conditions of the renewal term shall be the same as set forth herein except that rent set forth in Section 2 of this Lease shall increase as set forth in Exhibit "A."
2. **Rent.** Tenant shall pay Landlord annual rent for the Premises in the amounts set forth in Exhibit "A" which is attached hereto and incorporated herein. Rent shall be paid advance on the first date of each month and every calendar month during the full term of this Lease.
3. **Tenant's Obligations.** Tenant shall pay all sales taxes, if any, imposed on the rental payments. Tenant shall care for and maintain the Premises in the same condition they are in at the commencement of this Lease. Tenant, at Tenant's sole cost and expense, shall be responsible for, maintain and repair of all plumbing, electrical, heating and air conditioning systems related to the Premises, to the extent they are specific to the Premises and accessible to Tenant, and for providing janitorial services to the Premises. Tenant shall contract and pay for electricity, water, telephone, and any other utilities for the Premises. Landlord shall not be responsible for any damages caused by the failure or interruption of utility service. At the end of the term, Tenant shall promptly vacate the Premises, and shall leave the Premises clean and in good repair.

4. As Is. Tenant has had an opportunity to inspect the Premises and accepts the Premises As Is. Landlord has made no representations or warranties whatsoever regarding the condition of the Premises.

5. Use of Premises. Tenant shall use the Premises as a medical clinic, providing sexual and reproductive health services and for general office purposes and for other uses approved in advance and in writing by Landlord, which approval shall not be withheld unreasonably.

6. Improvements and Alterations. Tenant shall not make any improvements or alterations to the Premises without the written consent of Landlord, which consent shall not be unreasonably withheld. Any improvements or alterations shall belong to the Landlord.

7. Trade Fixtures. Any trade fixtures installed in or attached to the Premises by and at the expense of Tenant shall remain the property of Tenant, if they are removed without damage to the Premises.

8. Liability and Insurance. Tenant shall indemnify and hold Landlord harmless from all claims, damages, suits or causes of action resulting from injury to persons or property and arising out of the use, occupancy or condition of the Premises. Tenant shall pay any expenses and reasonable attorneys' fees incurred by Landlord as a result of any such claims or suits. Additionally, Tenant shall maintain at its expense comprehensive liability insurance containing such coverage amounts and terms as shall be approved by Landlord and shall have the policy name Landlord as an additional insured party as its interest may appear. A certificate of insurance shall be furnished to Landlord. The insurance shall be in a form and with companies approved by the Landlord. Each policy shall provide, and the Certificate of Insurance shall verify, that the insurer will give Landlord at least thirty (30) days written notice before the policy is altered or cancelled.

9. Destruction of Premises. If the Premises are destroyed or so damaged by fire or other casualty during the term of this Lease that the Premises are rendered wholly or partially untenable, Landlord shall have the right to render the Premises tenantable by repairs commenced within thirty (30) days from the occurrence of the casualty. If the Premises are not rendered tenantable within one hundred eighty (180) days from the date of such damage or destruction, either party may cancel this Lease by giving written notice to the other. Rent shall abate entirely if the entire Premises are untenable, and proportionately otherwise. The proportion shall be based on the square footage useable by Tenant in the conduct of its business.

10. Contents at Tenant's Risk. All inventory, equipment, goods, merchandise, furniture, fixtures and property of every kind which may be on or about the Premises shall be at the sole risk and hazard of Tenant. If it is destroyed or damaged by fire, water or otherwise, or by the use or abuse of water or by the leaking or bursting of water pipes, by roof or other structural leak, or in any other way or manner, no part of such loss or damage shall be charged to or borne by Landlord.

11. Sublease, Assignment. Tenant may not sublease, sublet or assign all or any part of the Premises without first, as a condition precedent, obtaining the written permission and consent of Landlord, which consent shall not be unreasonably withheld.

12. Default. Either the appointment of a receiver to take possession of all, or substantially all, of Tenant's property, or a general assignment of Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency or bankruptcy act shall constitute a default of this Lease by Tenant. Any failure upon the part of Tenant to comply with the terms and conditions of this Lease shall, at the option of the Landlord, be a default of this Lease. Landlord shall give Tenant written notice of any monetary default, and Tenant shall have five (5) days to correct the monetary default.

Upon default by Tenant, Landlord or its agents or attorneys shall have, at their option, the right to:

a. Treat the Lease as terminated and resume possession of the Premises having immediate right of re-entry and remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the expense of and for the account of Tenant; or

b. Landlord may re-take possession of the Premises for the account of Tenant and re-let the Premises, or any part thereof, for such term or terms and at such rental and upon such terms and conditions as Landlord may deem advisable, in which event the rents received by Landlord from re-letting shall be applied first to the payment of such expense as Landlord may incur in re-entering, and then to the payment of the rent due under this Lease. The balance, if any, shall be paid over to Tenant, who shall remain liable for any deficiency; or

c. Landlord may stand by and do nothing and shall have the right to sue Tenant as each installment of rent matures, or accelerate the balance of installments due and sue for the balance due.

Before either party shall be entitled to declare a default of this Lease for the breach of any provision other than that for prompt payment of rent, the party asserting the default shall first send to the defaulting party a written notice specifying the provision that has been breached and demanding that the breach be remedied. The defaulting party shall have ten (10) days from the receipt of the notice within which to remedy the breach or provide for the remedy of the breach. Any remedy provided by the defaulting party in response to such notice must be completed within a reasonable period of time, but in no event to exceed sixty (60) days from the receipt of the notice of default.

13. Cost of Enforcing Lease. Tenant shall pay all costs, including reasonable attorneys' fees, incurred by Landlord as a result of a default by Tenant.

14. Limitation of Landlord's Liability. The obligations of Landlord shall be binding upon Landlord and each succeeding owner of the Premises only during the period of their respective ownership.

15. Delivery of Notice. Written notice mailed or delivered to the Premises shall constitute sufficient notice to Tenant. Written notice mailed or delivered to Landlord at the address set forth on the first page of this Lease shall constitute sufficient notice to Landlord. Landlord may change the place for notice by giving written notice to Tenant. Tenant may change the place for notice by giving written notice to Landlord. All notices sent by mail shall be sent by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service.

16. Compliance with Laws. Tenant shall use the Premises in accordance with applicable laws and ordinances and shall comply with all applicable laws relating to health, nuisance and fire, and shall abide by the reasonable directions and requirements of insurance companies carrying insurance on the Premises.

17. Subordination. Tenant agrees that its interest under the Lease, and any modifications, extensions or renewals of the Lease, and all of Tenant's right, title and interest in the Premises, is subject, subordinate and inferior to the lien of any mortgage and any modifications, extensions or renewals of it, as well as the lien of any security agreements or other instruments securing a loan. The subordination in favor of a lender is and shall be without restriction or limitation to the amount of the indebtedness of Landlord under any loan, whether by way of future advances or otherwise.

18. Condemnation. If any public body or other person or corporation with powers of eminent domain takes all or any portion of the Premises, Landlord shall be entitled to and shall receive any award that may be made, including any award for the value of the unexpired term of this Lease. Tenant shall be entitled to any award for damages to or interruption of its business.

19. Entry Upon Premises. Tenant agrees that Landlord may at any reasonable time or times during the business hours of Tenant enter upon the Premises for the purpose of inspecting the same or to make necessary repairs. Tenant agrees to permit Landlord and Landlord's agents not more than ninety (90) days prior to the expiration of the term hereby granted to place in one or more conspicuous places upon the exterior of the Premises signs advertising the Premises "For Sale" and "To Let".

20. Nuisance. Tenant shall not permit or suffer any noise, disturbance, or nuisance on the Premises.

21. Waiver. No waiver of any breach of any provision of this Lease shall be construed to be a waiver of any preceding or succeeding breach.

22. Entire Agreement. This Lease contains the entire agreement between the parties. There are no oral agreements or representations that have induced either party to enter into this

Lease that are not incorporated in it. This Lease shall be changed, altered or varied only by an instrument in writing and signed by the parties to it.

23. Scope. This Lease shall inure to the benefit of and be binding upon the parties, their legal representatives, and assigns.

24. Miscellaneous. Captions are for convenience only and shall not be used in construing this Lease. Which party prepared or drafted it shall have no bearing on its interpretation. It shall be governed by the laws of the State of Florida. Time is of the essence for the performance of Tenant's obligations under this Lease. The use of a particular gender or number shall include all appropriate genders and numbers, as the context requires. The invalidity or unenforceability of any portion of this Lease shall not affect other portions. It shall not be recorded in the public records. However, Tenant shall, at Landlord's request, sign and deliver a memorandum of this Lease, which the Landlord may record in the public records. Venue in any action arising out of this Lease shall be in the court of appropriate jurisdiction for Sarasota County, Florida.

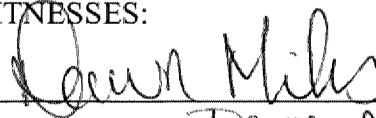
25. **JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

26. RADON GAS Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

This disclosure is made pursuant to Florida Statutes Section 404.056(5) and is not intended to be a warranty by any party as to the presence or absence in the subject premises of radon gas.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

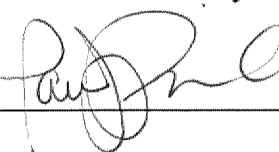
WITNESSES:



Dawn Miles
(Print Name)

LANDLORD:

COLONIAL DRIVE ACQUISITIONS, LLC a
Florida limited liability company,

By: 

Pauline Parrish
(Print Name)

Pauline Parrish, Manager

Date: January 14, 2020

WITNESSES:

Angela Carozzi
(Print Name)

Sandra Miller
(Print Name)

TENANT:

PLANNED PARENTHOOD OF
SOUTHWEST AND CENTRAL FLORIDA,
INC., a Florida not for profit corporation

By: Stephanie Fraim
Stephanie Fraim, President and CEO

Date: 1/14, 2020

EXHIBIT "A"

Rent for initial lease term and renewal lease term

Year	Annual Base Rent	3% Increase to Base Rent	Annual Subtotal	Monthly Total
1	\$91,523.00	n/a	\$91,523.00	\$7,626.92
2	\$91,523.00	\$2,745.69	\$94,268.69	\$7,855.72
3	\$94,268.69	\$2,828.06	\$97,096.75	\$8,091.40
4	\$97,096.75	\$2,912.90	\$100,009.65	\$8,334.14
5	\$100,009.65	\$3,000.29	\$103,009.94	\$8,584.16
6	\$103,009.94	\$3,090.30	\$106,100.24	\$8,841.69
7	\$106,100.24	\$3,183.01	\$109,283.25	\$9,106.94
8	\$109,283.25	\$3,278.50	\$112,561.75	\$9,380.15
9	\$112,561.75	\$3,376.85	\$115,938.60	\$9,661.55
10	\$115,938.60	\$3,478.16	\$119,416.76	\$9,951.40

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
COLONIAL DRIVE ACQUISITIONS, LLC,
a Florida limited liability company**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the “Amended and Restated Operating Agreement”) is entered into by the undersigned (the “Member”), effective as of December 12, 2018.

RECITAL

Colonial Drive Acquisitions, LLC, is a limited liability company (the “Company”), under the Florida Revised Limited Liability Company Act. The Member (as defined herein) desires to amend and restate the terms and conditions of the business, affairs and membership of the Company pursuant to this Amended and Restated Operating Agreement.

NOW, THEREFORE, the Member, intending to be legally bound by this Amended and Restated Operating Agreement, hereby agrees that the limited liability company operating agreement of the Company shall be as follows:

**ARTICLE I
DEFINITIONS**

When used in this Amended and Restated Operating Agreement, the following terms shall have the meanings set forth below:

1.1 “Act” shall mean the Florida Revised Limited Liability Company Act, as amended from time to time, Chapter 605, Florida Statutes (or the corresponding provision(s) of any succeeding law).

1.2 “Capital Contribution(s)” shall mean the amount of cash and the agreed value of property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services contributed by the Member for such Member’s interest in the Company, equal to the sum of the Member’s initial Capital Contributions plus the Member’s additional Capital Contributions, if any, made pursuant to Sections 4.1 and 4.2, respectively.

1.3 “Code” shall mean the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended from time to time (or any corresponding provision or provisions of succeeding law).

1.4 “Manager” or “Managers” shall mean Stephanie Kight and Pauline Parrish or any other person or persons who become a Manager of the Company. The term “Managers” shall include and refer to a single Manager as well as multiple Managers.

1.5 “Member” shall mean the undersigned or an assignee or transferee of the Member pursuant to this Amended and Restated Operating Agreement. The Member of the Company shall be an organization organized exclusively for charitable, educational, and scientific purposes

under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

1.6 "Person" shall mean any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust or other entity.

ARTICLE II **FORMATION**

2.1 Organization. The Company is a single-member Florida limited liability company pursuant to the provisions of the Act.

2.2 Effective Date. The Company became effective on the date of the filing of the Articles of Organization.

2.3 Operating Agreement: Invalid Provisions. The Member, by executing this Amended and Restated Operating Agreement, hereby agrees to the terms and conditions of this Amended and Restated Operating Agreement, as they may from time to time be amended as provided in this Amended and Restated Operating Agreement. To the extent any provision of this Amended and Restated Operating Agreement is prohibited or ineffective under the Act, this Amended and Restated Operating Agreement shall be deemed to be amended to the least extent necessary in order to make this Amended and Restated Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to validate any provision of this Amended and Restated Operating Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such amendment or interpretation.

ARTICLE III **PURPOSE; NATURE OF BUSINESS**

3.1 Purpose; Nature of Business. The purpose of the Company shall be exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of Section 1986 or the corresponding section of any future federal tax code. The purpose of the Company includes the power to:

- (a) Receive donations of real estate on behalf of its Member;
- (b) Administer for charitable purposes property donated to the Member or to the Company on behalf of the Member;
- (c) Distribute property for such purposes in accordance with the terms of gifts, bequests or devises to the Member that are not inconsistent with its purposes, as set forth in these articles.
- (d) Receive gifts and bequests and to use the principal and income generated from the investment of the gifts and bequests for the benefit of the Member, or such other charitable, educational or scientific organizations that are described in Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code.

(e) Reserve the power to modify any restriction or condition on the distribution of funds for any specified charitable, educational or scientific purposes or to specified organizations if in the sole judgment of the board of directors of the Member (without the necessity of the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable, educational or scientific need;

(f) Engaging in all lawful activities necessary or desirable for the accomplishment of any of the above described powers; and

(g) For purposes of this Amended and Restated Operating Agreement, "charitable purposes" include educational, scientific, public and other purposes, contributions to which are deductible under Section 170(c) of the Code. Any reference in this Amended and Restated Operating Agreement to a section of the Internal Revenue Code of 1986 shall be deemed to include the corresponding provision or provisions of any applicable future Internal Revenue Code.

ARTICLE IV **MEMBER AND CAPITAL**

4.1 Member and Capital Contribution. The name and address of the Member shall be set forth on Schedule A attached hereto. The value of the Capital Contributions of the Company shall be set forth in the books and records of the Company.

4.2 Additional Capital Contributions. The Member shall have no obligation to make any additional Capital Contributions to the Company. The Member may make additional Capital Contributions to the Company as the Member determines are necessary, appropriate or desirable.

ARTICLE V **DISTRIBUTIONS, ALLOCATIONS, COMPENSATION AND ACTIVITIES**

5.1 Distributions and Allocations. All distributions of cash or other assets of the Company shall be made and paid to the Member at such time and in such amounts as the Manager may determine. All items of income, gain, loss, deduction and credit shall be allocated to the Member.

5.2 Compensation and Activities. Notwithstanding anything to the contrary contained in this Agreement, no part of the net earnings of the Company shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Company shall not carry on any other activities not permitted to be carried on (a) by an entity exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by an entity, contributions to which are deductible under

Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VI TAXATION

6.1 Income Tax Reporting. The Member is aware of the income tax consequences of the allocations made by Article V hereof and hereby agrees to be bound by the provisions of Article V hereof in reporting the Member's share of Company income and loss for federal and state income tax purposes.

6.2 Disregarded as an Entity. Notwithstanding anything contained herein to the contrary, pursuant to Regulation 301.7701-3(b) under the Code, the Company shall be disregarded as an entity separate from the Member for federal and state income tax purposes unless and until the Member causes the Company to file an election pursuant to Regulation 301.7701-3(c) under the Code.

ARTICLE VII RIGHTS POWER AND AUTHORITY OF THE MANAGER

7.1 Management by the Manager. The Manager shall have the full and exclusive right, power and authority to manage the affairs of the Company and to bind the Company, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Manager to be necessary, appropriate or desirable to carry out or further the business of the Company. In dealing with the Manager, no persons shall be required to inquire into, and all persons are entitled to rely conclusively on, the authority of the Manager to bind the Company. If there is more than one Manager, any Manager may act on behalf of the Managers.

ARTICLE VIII DISSOLUTION AND WINDING UP

8.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under the Act. Upon the dissolution of the Company, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Company is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX BOOKS AND RECORDS

9.1 Books and Records. The Manager shall keep, or cause to be kept, at the principal place of business of the Company true and correct books of account, in which shall be entered fully and accurately each and every transaction of the Company. The Company's taxable and fiscal years shall be the same as the taxable and fiscal years of the Member.

ARTICLE X
LIMITATION OF LIABILITY INDEMNIFICATION

10.1 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Amended and Restated Operating Agreement or the Act shall not be grounds for imposing personal liability on the Member for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Member, in such Member's capacity as such, shall have no liability in excess of (a) the amount of such Member's net Capital Contributions, (b) such Member's share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to Section 608.428 of the Act.

10.2 Indemnification. The Company shall indemnify, defend and hold harmless any person (the "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, damages, claims or expenses actually and reasonably incurred by the Indemnified Party for which such Indemnified Party has not otherwise been reimbursed (including reasonable attorneys' fees, judgments, fines and amounts paid in settlement) in connection with such acts or omissions arising out of the Indemnified Party's activities as a Manager or Member, or as an officer, shareholder, director, agent or employee of the Company, so long as the Indemnified Party did not act in a manner constituting gross negligence or willful misconduct. The termination of any action, suit or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Indemnified Party's conduct constituted gross negligence or willful misconduct.

10.3 Non-Exclusive Right. The provisions of this Article X shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article X or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article X.

ARTICLE XI
AMENDMENT

11.1 Amendment. This Amended and Restated Operating Agreement may be amended from time to time by a resolution adopted by the Member; provided, however, that these articles shall not be amended to permit the Company to engage in any activity prohibited in Section 5.2.

ARTICLE XII
MISCELLANEOUS

12.1 Binding Effect. This Amended and Restated Operating Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

12.2 Applicable Laws. This Amended and Restated Operating Agreement and the rights and duties of the Member hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

12.3 Headings. The article and section headings in this Amended and Restated Operating Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of this Amended and Restated Operating Agreement or the intent of any provision.

12.4 Number and Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.

IN WITNESS WHEREOF, this Amended and Restated Operating Agreement has been made and executed by the Member effective as of the date first written above.

MEMBER:

PLANNED PARENTHOOD OF SOUTHWEST AND
CENTRAL FLORIDA, INC., a Florida not for profit
corporation

By: _____

Stephanie Kight, as its CEO and President

SCHEDULE A

NAME AND ADDRESS OF MEMBER

Member's Name	Member's Address	Percentage
Planned Parenthood of Southwest and Central Florida, Inc.	736 Central Avenue Sarasota, Florida 34236	100%



Lee County, Florida



Department of Community Development Certificate of Occupancy

Office, Bank and Professional Building

Date: 12/16/2019 **PERMIT NUMBER:** COM2019-00640

Owner Name : COLONIAL DRIVE ACQUISITIONS LL

Owner Address: 1858 RINGLING BLVD STE 300 SARASOTA, FL 34236

Job Address: 6418 COMMERCE PARK DR, FORT MYERS, FL 33966

Contractor: CGC060615 OWEN AMES KIMBALL CO
Address: 11941 FAIRWAY LAKES DRIVE
FORT MYERS, FL 33913

Description: Interior Renovation of existing space. No exterior work other than addition of fire line***INSPECTIONS DONE BY PRIVATE PROVIDER-GFA INTERNATIONAL***

Project Name: COLONIAL DRIVE ACQUISITIONS LLC

Strap: 19-45-25-17-00000.0090

Zoning: C-1 **Fire District:** South Trail

Florida Building Code Edition: Florida Building Code 6th Edition (2017)

Type of Construction : II

Use and Occupancy Classification: Business Group B **Occupancy Load:** 86

Sprinkler System Required: **Sprinkler System Provided:** Yes

Special Stipulations/Conditions:

This structure or portion thereof described above has been inspected for compliance of the Florida Building Code 6th Edition (2017) for the use and occupancy listed above. Documentation of the as-built lowest floor elevation has been provided and retained in the records of Lee County Department of Community Development.


BUILDING OFFICIAL

Hajdukiewicz, Mark

From: Merritt, Judith <judith.merritt@ppswcf.org>
Sent: Monday, January 27, 2020 6:59 AM
To: Hajdukiewicz, Mark
Subject: RE: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Good morning Mark,

Per your request below I am writing to confirm that the last date patients were seen in the old facility was Thursday 23rd January. The move took place on Friday 24th January and Saturday 25th January. We are now fully moved in to our new facility and are ready to open.

Judith Merritt | Director of Compliance, Quality & Risk Management
Cell: 561-213-9667

In This Together



Planned Parenthood of Southwest and Central Florida
Gompertz Family Regional Headquarters
736 Central Avenue, Sarasota, FL 34236
O: 941.365.3913 Ext: 1006
F: 941-957-1050
C: 561-213-9667

From: Hajdukiewicz, Mark [mailto:Mark.Hajdukiewicz@ahca.myflorida.com]
Sent: Wednesday, January 22, 2020 3:09 PM
To: Merritt, Judith <judith.merritt@ppswcf.org>
Subject: RE: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Hello Ms. Merritt,

Thank you for supplying the Agency with the materials listed in the application omission.

To prevent any licensure conflicts, I am requesting that you notify me by email that the move is complete and the new location is ready to open on the morning of the 27th. Then the application will be reviewed, if complete, approved and sent out by email attachment that morning. This needs to occur before the facility can open on January 27, 2020.

Thank you,

Mark Hajdukiewicz

Hajdukiewicz, Mark

From: Microsoft Outlook
To: Merritt, Judith
Sent: Monday, January 27, 2020 8:18 AM
Subject: Relayed: address change for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Merritt, Judith (judith.merritt@ppswcf.org)

Subject: address change for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

**Mark Hajdukiewicz - HEALTH SERVICES & FACILITIES
CONSULTANT**



Building 1, Room 254 - HOSPITALS
2727 MAHAN DRIVE TALLAHASSEE, FL 32308
850-412-4364 (Office) - (850) 488-5897 (Fax)
Mark.Hajdukiewicz@ahca.myflorida.com



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From: Merritt, Judith <judith.merritt@ppswcf.org>

Sent: Tuesday, January 21, 2020 11:49 AM

To: Hajdukiewicz, Mark <Mark.Hajdukiewicz@ahca.myflorida.com>

Subject: FW: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Good morning Mark,

I'm sorry to pester you, but wanted to know if you had the opportunity to review and approve all of the paperwork submitted with regards to our move to our new facility. As explained our last day of service at our current location is Thursday 23rd January 2020. We move over the next few days and open to our patients as of Monday January 27th 2020, so would really like to have everything confirmed this week.

Please do not hesitate to let me know if you need anything further. I'm assuming I will move my current license until I receive an updated one or letter confirming the change.

Thanking you for your assistance in this matter.

Kind Regards.

Judith Merritt | Director of Compliance, Quality & Risk Management
Cell: 561-213-9667

In This Together



Planned Parenthood of Southwest and Central Florida
Gompertz Family Regional Headquarters
736 Central Avenue, Sarasota, FL 34236
O: 941.365.3913 Ext: 1006
F: 941-957-1050
C: 561-213-9667

From: Merritt, Judith

Sent: Tuesday, January 14, 2020 3:38 PM

To: Hajdukiewicz, Mark <Mark.Hajdukiewicz@ahca.myflorida.com>

Cc: Merritt, Judith <judith.merritt@ppswcf.org>

Subject: FW: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Mark,

Further to the attached omissions letter, I am enclosing the fully executed lease along with the zoning verification letter I forwarded to you last week.

Please do not hesitate to let me know if you require any additional documentation.

Kind Regards.

Judith Merritt | Director of Compliance, Quality & Risk Management

Cell: 561-213-9667

In This Together



Planned Parenthood of Southwest and Central Florida

Gompertz Family Regional Headquarters

736 Central Avenue, Sarasota, FL 34236

O: 941.365.3913 Ext: 1006

F: 941-957-1050

C: 561-213-9667

From: Hajdukiewicz, Mark [<mailto:Mark.Hajdukiewicz@ahca.myflorida.com>]

Sent: Thursday, January 2, 2020 1:59 PM

To: Merritt, Judith <judith.merritt@ppswcf.org>

Subject: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Hello Ms. Merritt,

Attached is an omission letter requesting that you review and submit the necessary requirements for your Abortion Clinic change of location application.

If you have any questions my contact information is listed below.

Thank you,

Mark Hajdukiewicz

**Mark Hajdukiewicz - HEALTH SERVICES & FACILITIES
CONSULTANT**



Building 1, Room 254 - HOSPITALS
2727 MAHAN DRIVE TALLAHASSEE, FL 32308
850-412-4364 (Office) - (850) 922-4351 (Fax)
Mark.Hajdukiewicz@ahca.myflorida.com



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To: Merritt, Judith
Subject: RE: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Hello Ms. Merritt,

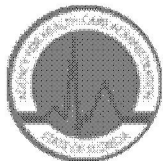
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Mark Hajdukiewicz

**Mark Hajdukiewicz - HEALTH SERVICES & FACILITIES
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From: Merritt, Judith <judith.merritt@ppswcf.org>
Sent: Tuesday, January 21, 2020 11:49 AM
To: Hajdukiewicz, Mark <Mark.Hajdukiewicz@ahca.myflorida.com>
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Please do not hesitate to let me know if you need anything further. I'm assuming I will move my current license until I receive an updated one or letter confirming the change.

Thanking you for your assistance in this matter.

Kind Regards.

Judith Merritt | Director of Compliance, Quality & Risk Management
Cell: 561-213-9667

In This Together



Planned Parenthood of Southwest and Central Florida
Gompertz Family Regional Headquarters
736 Central Avenue, Sarasota, FL 34236
O: 941.365.3913 Ext: 1006
F: 941-957-1050
C: 561-213-9667

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Sent: Tuesday, January 14, 2020 3:38 PM
To: Hajdukiewicz, Mark <Mark.Hajdukiewicz@ahca.myflorida.com>
Cc: Merritt, Judith <judith.merritt@ppswcf.org>
Subject: FW: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Mark,
Further to the attached omissions letter, I am enclosing the fully executed lease along with the zoning verification letter I forwarded to you last week.

Please do not hesitate to let me know if you require any additional documentation.

Kind Regards.

Judith Merritt | Director of Compliance, Quality & Risk Management
Cell: 561-213-9667

In This Together



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Gompertz Family Regional Headquarters
736 Central Avenue, Sarasota, FL 34236
O: 941.365.3913 Ext: 1006
F: 941-957-1050
C: 561-213-9667

From: Hajdukiewicz, Mark [<mailto:Mark.Hajdukiewicz@ahca.myflorida.com>]
Sent: Thursday, January 2, 2020 1:59 PM

To: Merritt, Judith <judith.merritt@ppswcf.org>

Subject: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Hello Ms. Merritt,

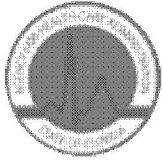
Attached is an omission letter requesting that you review and submit the necessary requirements for your Abortion Clinic change of location application.

If you have any questions my contact information is listed below.

Thank you,

Mark Hajdukiewicz

**Mark Hajdukiewicz - HEALTH SERVICES & FACILITIES
CONSULTANT**



Building 1, Room 254 - HOSPITALS
2727 MAHAN DRIVE TALLAHASSEE, FL 32308
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RON DESANTIS
GOVERNOR

MARY C. MAYHEW
SECRETARY

January 2, 2020

Certified Mail/Read Receipt

Pauline Parrish, Administrator
Planned Parenthood Of Southwest And Central Florida,
Inc
736 Central Avenue
Sarasota, FL 34236

File Number: 13960081
License Number: 874

Provider Type: Abortion Clinic

Re: Omission Notice for Planned Parenthood Of Southwest And Central Florida, Inc, 8595 College
Parkway Suite 250, Fort Myers

Dear Administrator:

This letter is to acknowledge receipt of your Change of Address application for your Abortion Clinic license. After review, it was found to be incomplete. Applicants receive only **one** letter describing the errors or omissions that must be addressed to deem the application complete. If the response to this letter does not satisfactorily address what is outlined below, the application will be withdrawn from consideration. Therefore, pursuant to section 408.806, Florida Statutes, no further action can be taken until the following is received:

- **Compliance with Zoning Requirements:** Submit the Zoning Authority showing approval for the street address listed in Section 1.A of the application. This approval must be within the last 6 months. The document received with the application is Building Code approval, which fails to satisfy this requirement.
- **Commercial Lease:** Submit a copy of a lease showing the licensee right to occupy the address on the submitted change of address application.

Additionally, section 408.831, Florida Statutes, requires any outstanding fines, liens, or overpayments assessed by Final Order of AHCA or the Centers for Medicare and Medicaid Services by the licensee or a common controlling interest to be paid prior to license/registration issuance. Failure to comply with any repayment plan may result in the denial, suspension or revocation of a license, registration or certificate.

The required information must be submitted to the Agency no later than 21 calendar days from receipt of this letter. You may submit this information to the Agency Online, Email or by US Mail.

- Online: <http://ahca.myflorida.com/onlinelicensure>
- Email: Mark.Hajdukiewicz@ahca.myflorida.com
- US Mail: Please include a copy of this letter with your response:

Agency for Health Care Administration
Hospital and Outpatient Services Unit, MS#31
2727 Mahan Drive
Tallahassee, Florida 32308



Planned Parenthood Of Southwest And Central Florida, Inc

Page 2

01/02/2020

If the applicant fails to submit all the information required in the application within 21 days of being notified by AHCA of the omissions, the application will be withdrawn from consideration and the fees will be forfeited pursuant to section 408.806(3)(b), Florida Statutes.

If you have any questions or need further assistance, please call Mark Hajdukiewicz at 850-412-4364 or (850) 412-4549 or email at Mark.Hajdukiewicz@ahca.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Hajdukiewicz", followed by a horizontal line.

Mark Hajdukiewicz
Hospital and Outpatient Services Unit
Agency for Health Care Administration

Hajdukiewicz, Mark

From: Hajdukiewicz, Mark
Sent: Thursday, January 2, 2020 1:59 PM
To: Merritt, Judith
Subject: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081
Attachments: PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081.pdf

Hello Ms. Merritt,

Attached is an omission letter requesting that you review and submit the necessary requirements for your Abortion Clinic change of location application.

If you have any questions my contact information is listed below.

Thank you,

Mark Hajdukiewicz

**Mark Hajdukiewicz - HEALTH SERVICES & FACILITIES
CONSULTANT**



Building 1, Room 254 - HOSPITALS
2727 MAHAN DRIVE TALLAHASSEE, FL 32308
850-412-4364 (Office) - (850) 922-4351 (Fax)
Mark.Hajdukiewicz@ahca.myflorida.com



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Hajdukiewicz, Mark

From: Merritt, Judith <judith.merritt@ppswcf.org>
To: Hajdukiewicz, Mark
Sent: Thursday, January 2, 2020 2:03 PM
Subject: Read: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081

Your message

To:
Subject: Omission Notice for PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC 13960081
Sent: Thursday, January 2, 2020 7:03:03 PM (UTC+00:00) Monrovia, Reykjavik

was read on Thursday, January 2, 2020 7:02:56 PM (UTC+00:00) Monrovia, Reykjavik.



F# 13960081 NM
⑬ AH
Gompertz Family Regional Headquarters
736 Central Avenue, Sarasota, FL 34236
941.365.3913 • MyPlannedParenthood.org

Planned Parenthood of Southwest and Central Florida

December 19th 2019

State of Florida,
Agency for Health Care Administration
Bureau of Health Facility Regulations
2727 Mahan Drive Mail Stop #31
Tallahassee, FL 32308

Subject: Moving Health Centers License #874 Certificate # 1398, Planned Parenthood of Southwest and Central Florida

To Whom It May Concern:

This notice is to formally notify you that our Health Centers associated with CLIA Group License # 10D0896115, Abortion Clinic # 874, Certificate 398 is moving. The Health Center currently located at 8595 College Parkway, Ft. Myers, FL 33919 will be moving to 6418 Commerce Park Drive, Ft. Myers, FL 33966. The last day services will take place at the College Parkway location is January 24th 2020, the first day of services in the new location at Commerce Park Drive will be Monday January 27th 2020.

According to Florida Statute Chapter 408 Section 810, notification must be made 30 days prior to any changes to a licensed location. This letter serves as that notice.

Signage has been posted on the facility and a notice has been posted in the News Press in Fort Myers, FL. to run four (4) consecutive weeks starting Friday December 20th 2019.

If you have any questions or need any additional information please feel free to contact me at 561-213-9667 or by email at Judith.merritt@ppswcf.org

Thank you

Judith Merritt
Director of Compliance, Quality & Risk Management
Planned Parenthood of Southwest and Central Florida Inc.
736 Central Avenue, Sarasota, FL 34293
Tel: 941-365-3913 Ext 1006

Received

DEC 26 2019

Central Services

View current license information at: Floridahealthfinder.gov

LICENSE #: 874
CERTIFICATE#: 1398

State of Florida
AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

Abortion Clinic
Licensed

This is to confirm that Planned Parenthood Of Southwest And Central Florida Inc has complied with the rules and regulations adopted by the State of Florida, Agency for Health Care Administration, and authorized in Chapter 390, Florida Statutes, and is authorized to operate the following:

PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLORIDA, INC
8595 College Parkway Suite 250
Fort Myers, FL 33919
LEE COUNTY




Authorized Procedures: First & Second Trimester Only

EFFECTIVE DATE: 05/07/2019

EXPIRATION DATE: 05/06/2021



Molly McKinley
Deputy Secretary, Division of Health Quality Assurance

Public Meetings (<http://ahca.myflorida.com/Calendar.shtml>) Public Records
(http://ahca.myflorida.com/Executive/Communications/public_records.shtml) Contact Us (<http://ahca.myflorida.com/contact/index.shtml>) Site
Map (http://ahca.myflorida.com/Inside_AHCA/site_index.shtml)  (<https://www.facebook.com/AHCAFlorida>) 
(https://www.twitter.com/AHCA_FL)  (<https://www.youtube.com/AHCAFlorida>) (<https://ahca.myflorida.com/ADA.shtml>)



AGENCY FOR HEALTH CARE ADMINISTRATION (<https://ahca.myflorida.com/index.shtml>)

HOME ([HTTP://AHCA.MYFLORIDA.COM/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/INDEX.SHTML)) **ABOUT US**
([HTTP://AHCA.MYFLORIDA.COM/INSIDE_AHCA/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/INSIDE_AHCA/INDEX.SHTML)) **MEDICAID**
([HTTP://AHCA.MYFLORIDA.COM/MEDICAID/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/MEDICAID/INDEX.SHTML)) **LICENSURE & REGULATION**
([HTTP://AHCA.MYFLORIDA.COM/MCHQ/INDEX.SHTML](http://AHCA.MYFLORIDA.COM/MCHQ/INDEX.SHTML)) **FIND A FACILITY**
([HTTP://WWW.FLORIDAHEALTHFINDER.GOV/FACILITYLOCATOR/FACLOC.ASPX](http://WWW.FLORIDAHEALTHFINDER.GOV/FACILITYLOCATOR/FACLOC.ASPX)) **REPORT FRAUD**
([HTTP://AHCA.MYFLORIDA.COM/EXECUTIVE/INSPECTOR_GENERAL/COMPLAINTS.SHTML](http://AHCA.MYFLORIDA.COM/EXECUTIVE/INSPECTOR_GENERAL/COMPLAINTS.SHTML))

Online Payments

User Name: **judith.merritt**
Email: **judith.merritt@ppswcf.org**

Division Account Number
PLANNED PARENTHOOD OF SOUTHWEST AND CENTRAL FLOR 874-13960081

Transaction Amount Service Charge Total Amount
\$500.00 \$16.25 \$516.25

Payment Method Payment Status Approval Code
Credit Card Approved AX8R5P44ML

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Proceed To Provider Dashboard

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APPLICATION CHECKLIST ABORTION CLINIC

The Agency for Health Care Administration (AHCA) has implemented the **ONLINE LICENSING SYSTEM**, which allows the electronic submission of renewal and change during licensure period applications and fees, along with the ability to upload supporting documentation.

To submit online please go to: <http://ahca.myflorida.com/onlinelicensure>

This application checklist is for informational purposes only – to be used as a guide for applicants when completing the licensing application process. All forms listed below may be obtained from the website: <http://ahca.myflorida.com/HQALicensureForms>. Send completed applications to: Agency for Health Care Administration, Hospital and Outpatient Services Unit, 2727 Mahan Dr, MS 31, Tallahassee, FL 32308-5407.

Application types and definitions:

Initial (I) – application for an initial license/registration/certification

Renewal (R) – biennial renewal of existing license/registration/certification

Change of Ownership (CHOW) – licensee sells/transfers ownership to a different individual/entity or change of 51% or more of the ownership (controlling interest of licensee)

Change during licensure period (C) – request to amend /change information that displays on the license

Fee Required:

- Name Change -
- Address Change - ✓
- Procedures Performed

No Fee Required:

- Stock Transfer of less than 51%
- Management Company Change
- Personnel Change
- Hours of Operation

In order to provide the Agency with a complete application and expedite the licensure process, it may be helpful to gather the following information:

Provider Information (Application Type: All)

- ☐ Fictitious name (if applicable), street address, mailing address, telephone number, fax number, email address, website address, and National Provider Identifier (NPI)

Licensee (Owner) Information (Application Type: All)

- ☐ Organization type, complete legal name, mailing address, EIN/SSN, email address, telephone number, and fax number. Legal name and address submitted with application must be the same that is registered with Department of State, Division of Corporations

Contact Person (Application Type: All)

- ☐ Name, email address, and telephone number

Licensee Controlling Interests, Board Members, and Officers (Application Type: I, R, CHOW, C)

- ☐ Name, EIN/SSN, mailing address, telephone number, % ownership interest and effective date for each controlling interest, board member and officer

Management Company, if applicable (Application Type: I, R, CHOW, C)

- ☐ Name, EIN, street address, mailing address, telephone number, fax number, email address, and contact person's name, email address, and phone number

Management Company Controlling Interests, Board Members, and Officer (Application Type: I, R, CHOW, C)

- ☐ Name, EIN/SSN, mailing address, telephone number, % ownership interest and effective date for each controlling interest, board member and officer

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Personnel (Application Type: (Application Types: I, R, CHOW, C))

- ☐ Administrator: Name, SSN, date of birth, personal/primary address, email address, telephone number, effective and end dates of employment
- ☐ Financial Officer: Name, SSN, date of birth, personal/primary address, email address, telephone number, effective and end dates of employment
- ☐ Medical Director: Name, Florida Medical License Number, personal/primary address, email address, telephone number, effective and end dates of employment

Disclosures (Application Type: I, R, CHOW, C)

- ☐ Legal information (if any) for licensee, licensee controlling interests, management company, and management company controlling interests related to any convictions of criminal offenses and any exclusions, suspensions or terminations from the Medicare, Medicaid or CLIA (if applicable)

Provider Fines and Financial Information (Application Type: All)

- ☐ Assessing entities, related case numbers, dates of assessment, final orders, next payment due dates of any monies owed to the Agency

Procedures/Transfer/Admitting Information (Application Type: All)

- ☐ Procedures performed, hospital information where clinic has transfer agreement and confirmation of admitting privileges for all physicians performing abortions

Days and Hours of Operations (Application Type: I, R, CHOW, C)

- ☐ Regular operating days and hours

Procedures/Transfer/Admitting Information (Application Types: I, R, CHOW, C)

- ☐ Procedures performed, hospital information where clinic has transfer agreement and confirmation of admitting privileges for all physicians performing abortions

☒ **Request to Change the Name or Address of Provider (Application Types: C)**

- ☐ Sections 1A, 1C, 2 and 11 of the Health Care Licensing Application, AHCA Form 3130-1000
- ☐ \$25.00 Duplicate License Fee

Request to Change in Type of Procedures Performed (Application Types: C)

- ☐ Sections 1A, 1C, 2, 8 and 11 of the Health Care Licensing Application, AHCA Form 3130-1000
- ☐ \$25.00 Duplicate License Fee

Request to Change Personnel (Application Types: C)

- ☐ Sections 1A, 1C, 2, 5 and 11 of the Health Care Licensing Application, AHCA Form 3130-1000
- ☐ Section 1A of the Health Care Licensing Application Addendum, AHCA, Form 3110-1024
- ☐ No fee required

Request to Change Management Company (Application Types: C)

- ☐ Sections 1A, 1C, 2, 4, 5, 6, 7 and 11 of the Health Care Licensing Application, AHCA Form 3130-1000

Request for Stock Transfer of less than 51% (Application Types: C)

- ☐ Sections 1A, 1C, 3, 5, 6, 7 and 11 of the Health Care Licensing Application, AHCA Form 3130-1000

Request to Change Hours of Operation (Application Types: C)

- ☐ Sections 1A, 1C, 2, 9 and 11 of the Health Care Licensing Application, AHCA Form 3130-1000

Supporting Documents (Application Type: All, unless otherwise specified)

- ☐ Health Care Licensing Application Addendum, AHCA Form 3110-1024 (Application Type: All)
- ☐ Proof of Property Occupancy, Examples: Lease, Mortgage, and Transfer Agreement. (Application Types: I, CHOW and C)
- ☐ Documentation from the appropriate local government office showing that the applicant has met local zoning requirements (Application Types: I, CHOW and C)
- ☐ Documentation of change of ownership transaction stating effective date and executed by all parties (Application Type: CHOW)
- ☐ Required disclosures related to actions taken by Medicare, Medicaid or CLIA, if applicable (Application Type: All)
- ☐ Approved repayment plan, if applicable

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Biennial Licensure Fee and Other Amounts Due Upon Submission of Application

- ☐ The biennial licensure fee is \$550.50
- ☐ The biennial health care assessment fee is \$300.00
- ☒ Each change during licensure period that requires issuance of a new certificate is assessed a \$25.00 fee
- ☐ Other amounts due (fines, assessment, fees, etc.) will be detailed in the application

The Agency for Health Care Administration scans all documents for electronic storage. In an effort to facilitate this process, we ask that you please remember to:

- Please place checks or money orders on top of the application
- Include license number or case number on your check
- Do not submit carbon copies of documents
- Do not fold any of the documents being submitted
- No staples, paperclips, binder clips, folders, or notebooks
- Please **do not bind any** of the documents submitted to the Agency.

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Central Services



Lee County, Florida



Department of Community Development Certificate of Occupancy

Office, Bank and Professional Building

Date: 12/16/2019 **PERMIT NUMBER:** COM2019-00640

Owner Name : COLONIAL DRIVE ACQUISITIONS LL

Owner Address: 1858 RINGLING BLVD STE 300 SARASOTA, FL 34236

Job Address: 6418 COMMERCE PARK DR, FORT MYERS, FL 33966

Contractor: CGC060615 OWEN AMES KIMBALL CO
Address: 11941 FAIRWAY LAKES DRIVE
FORT MYERS, FL 33913

Description: Interior Renovation of existing space. No exterior work other than addition of fire line***INSPECTIONS DONE BY PRIVATE PROVIDER-GFA INTERNATIONAL***

Project Name: COLONIAL DRIVE ACQUISITIONS LLC

Strap: 19-45-25-17-00000.0090

Zoning: C-1 **Fire District:** South Trail

Florida Building Code Edition: Florida Building Code 6th Edition (2017)

Type of Construction : II

Use and Occupancy Classification: Business Group B **Occupancy Load:** 86

Sprinkler System Required: **Sprinkler System Provided:** Yes

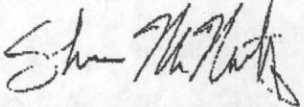
Special Stipulations/Conditions:

This structure or portion thereof described above has been inspected for compliance of the Florida Building Code 6th Edition (2017) for the use and occupancy listed above. Documentation of the as-built lowest floor elevation has been provided and retained in the records of Lee County Department of Community Development.

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BUILDING OFFICIAL

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ONE RATE ★ ANY WEIGHT*

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33441
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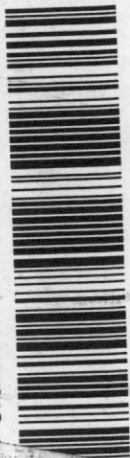
\$10.40

R2304E106533-02

SARASOTA FL 34236

EXPECTED DELIVERY DAY: 12/23/19

SIGNATURE & TRACKING NUMBER



9510 8148 5339 9353 5366 66

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
BUREAU OF HEALTH FACILITY REGULATIONS
2727 MAHAN DRIVE, MAIL STOP #31
TALLAHASSEE, FL 32308
ATTN: MARK HAJDUKIEWICZ

* maximum weight is 4 lbs.

EP14H July 2013 Outer Dimension: 10 x 5

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Writer's Direct Dial # (239) 533-8322

John E. Manning
District One

January 7, 2020

Cecil L. Pendergrass
District Two

VIA E-MAIL ONLY

Ray Sandelli
District Three

Planned Parenthood
6418 Commerce Park Drive
Fort Myers, FL 33966

Brian Hamman
District Four

Frank Mann
District Five

RE: 6418 Commerce Park Drive
STRAP # 19-45-25-17-00000.0090
Case No. ZVL2020-00001

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Dear Ms. Rodriguez:

Donna Marie Collins
Hearing Examiner

In response to your letter dated January 3, 2020, please be advised the above-referenced property is zoned Commercial (C-1) and is located in the Central Urban Category according to the Future Land Use Map of the Lee County Comprehensive Plan (Lee Plan). The subject property is also located in the Mixed Use Overlay as delineated on Map 1, Page 6 and described in Objective 11.2 of the Lee Plan.

The subject property was rezoned to C-1 by Resolution Z-70-049. Sections 34-841 through 34-845 of the Lee County Land Development Code (LDC) establish use and property development regulations for conventionally-zoned commercial properties. Copies of these sections have been included with this response.

There are currently no active Notices of Code Violation on the subject property.

The subject property is shown to be outside of a FEMA regulatory floodway. The property is located outside Coastal High Hazard Area. The property is located within Zones X, X (shaded) and AH-EL15 assigned by FEMA on Flood Insurance Rate Map Panel 12071C0436F. Therefore the provisions of Chapter 6, Article IV, Flood Hazard Reduction apply to the subject property. You can obtain more information from the All Hazards Guide, which can be found at: <https://www.leegov.com/publicsafety/emergencymanagement/plan/ahg>

Please be advised that the information provided herein is based on current regulations and may be subject to change as ordinances are enacted or amended.

Should you have further questions, please do not hesitate to contact our office.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning

Electronically signed on 1/8/2020 by
Sarahi Santos, Technician I
Lee County Community Development

SXS/dxc

RESOLUTION NO. Z-70-49

The following resolution was offered by Commissioner Julian Hudson, seconded by Commissioner Jim Sweeney, and upon poll of members present, the vote was as follows:

Julian Hudson	aye
Jim Sweeney	aye
Kenneth Daniels	aye
P. A. Geraci	aye
Bruce J. Scott	aye

WHEREAS, Evelyn S. Daniels has applied for a zoning change from AU to BU-2-A with variance to allow office and warehouse as a utility company would require.

East half of Northwest quarter Sec. 19, Twp. 45, Rge. 25.

WHEREAS, a public hearing of the Lee County Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering adjacent areas, the Zoning Board recommended that said request be approved and,

WHEREAS, this Board after reviewing the records and recommendations of the Zoning Board and having given an opportunity for interested persons to be heard, after being duly sworn according to law, and upon due and proper consideration having been given to this matter, does hereby uphold the Zoning Board's recommendation;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Lee County, Florida, that the decision of the Zoning Board to approve a zoning change from AU to BU-2-A with variance to allow office and warehouse as a utility company would require be upheld and said property is zoned accordingly.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Lee County Building and Zoning Department.

PASSED AND ADOPTED this 5th day of May, 1970

Heard March 23, 1970

DIVISION 6. - COMMERCIAL DISTRICTS

Sec. 34-841. - Purpose and intent.

- (a) *Generally.* The purpose and intent of the conventional commercial districts is to regulate the continuance of certain land uses and structures lawfully existing as of August 1, 1986, which were originally permitted by the County Zoning Regulations of 1962, as amended, or 1978, as amended, and to encourage and guide new commercial development in accordance with the goals, objectives and policies set forth in the Lee Plan. Commercial development shall be permitted primarily in the future urban areas where requisite infrastructure exists or can feasibly be extended. Some limited commercial activities will be permitted in the nonurban areas to serve rural residents. Subsequent to August 1, 1986, with the exception of rezonings to recognize and accommodate existing developments, no parcel of land of ten or more acres in size shall be rezoned to any of the conventional commercial districts.
- (b) *C-1A, C-1 and C-2 commercial districts.* The purpose and intent of the C-1A, C-1 and C-2 districts is to regulate the continuance of commercial and select residential land uses and structures lawfully existing in the C-1A, C-1 and C-2 districts as of August 1, 1986, and as originally permitted by the County Zoning Regulations of 1962, as amended, and 1978, as amended, respectively. Subsequent to February 4, 1978, no land or water shall be rezoned into the C-1A, C-1 or C-2 districts, unless located within the mixed use overlay as identified on Lee Plan Map 1, Page 6. In no case shall new development be permitted in any existing C-1A, C-1 or C-2 district which is not consistent with the Lee Plan.
- (c) *C-2A commercial district.* The purpose and intent of the C-2A district is to recognize and provide for the continuation of most commercial and residential uses as set forth in the C-2 zoning district use regulations but prohibiting the industrial and manufacturing uses permitted by the C-2 district. This district is not available to landowners through normal procedures, but shall be used only by the Board of County Commissioners on its own initiative to achieve the purpose stated in this subsection.
- (d) *CN-1 neighborhood commercial district.* The purpose and intent of the CN-1 district is to permit the designation of suitable locations for small-scale commercial facilities within or adjacent to areas or neighborhoods which are essentially residential in nature, and to facilitate their proper development and use. It is anticipated that locating small retail and service establishments in close proximity to low- to moderate-density residential land uses will encourage pedestrian activity and otherwise reduce the number and length of automobile trips, as well as providing increased convenience to all users. It is further intended that substantial buffering and other design techniques will be used to prevent negative impacts on nearby or adjacent residential or lower-intensity land uses.
- (e) *CN-2 neighborhood commercial district.* The purpose and intent of the CN-2 district is to permit the designation of suitable locations for consumer-oriented commercial facilities of moderate scale, including neighborhood shopping centers, and to facilitate their proper development and use. The facilities include the functions of CN-1 commercial places, but the greater floor area and the broader mix of goods and services available results in a wider market or service area, a larger population served, and a greater impact on surrounding land uses. The primary uses provided for include retail trade in food, drugs, sundries, hardware and similar items, and the provision of personal services.
- (f) *CN-3 neighborhood commercial district.* The purpose and intent of the CN-3 district is to permit the designation of suitable intersection locations for a broad range of small-scale retail, office and personal service facilities adjacent to and within future residential neighborhoods without the need to obtain CPD (Commercial Planned Development) zoning. This district is especially suited to those portions of Lehigh Acres that meet the criteria found in Lee Plan Policy 1.8.3(2). To protect the residential character of adjoining neighborhoods, certain potentially incompatible uses such as, but not limited to, convenience stores and fuel pumps are prohibited in the CN-3 district. Hours of operation for permitted uses are restricted to minimize night-time operations.

- (g) *CC community commercial district.* The purpose and intent of the CC district is to permit the designation of suitable locations for medium- to large-scale consumer-oriented commercial facilities, particularly for multiple-occupancy complexes known as community or regional shopping centers, and to facilitate their proper development and use. In addition to the retail sale of consumer goods, this district is intended to permit a wide range of services, financial and other, including business and professional offices, all arranged in discrete commercial centers or evolving business districts. Such centers or districts differ from neighborhood commercial facilities in concentrating a greater floor area of use and a broader mix of goods and services in order to serve a wider market or service area and a larger population. This is expected to create greater impact on surrounding land uses and therefore require buffering and designed gradients of intensity adjacent to less intense uses.
- (h) *CG general commercial district.* The purpose and intent of the CG district is to permit the designation of suitable locations for and to facilitate the proper development and use of consumer-oriented commercial facilities which are of a type or scale which are not suited for and do not generally seek locations in neighborhood, community or regional shopping centers. Such uses frequently consist of a single principal building containing sales, administration, repair services or manufacture; often rely on large ground areas for storage or display of goods; and are relatively insensitive to the impacts of adjacent land uses while generating substantial impacts on their neighbors. High visual exposure and easy accessibility, usually from arterial roads or suburban highways, are important.
- (i) *CS-1 special commercial office district.* The purpose and intent of the CS-1 district is to permit the designation of suitable locations for and to facilitate the proper development and use of land for standard office space for various purposes, and a minimum level of retail sales and personal services required to provide convenient access to goods and services for the workforce and clientele. While it is recognized that such uses will demand easy access from arterial or high-volume collector roads, this district is intended to be used to separate and buffer residential and other low- or medium-intensity land uses, such as schools or parks, from higher-intensity commercial and light industrial land uses.
- (j) *CS-2 special commercial office district.* The purpose and intent of the CS-2 district is to permit the designation of suitable locations for the proper development of standard office space for various purposes, as well as a number of other low-impact uses that can be allowed by special exception in particular circumstances. This district is intended to be used to separate and buffer residential and other low- or medium-intensity land uses, such as schools or parks, from higher-intensity commercial and light industrial land uses.
- (k) *CH highway commercial district.* The purpose and intent of the CH district is to permit the designation of suitable locations for and to facilitate the proper development and use of land for the commercial provision of services and goods to the public using the major through highways of the County. Such uses require high visual exposure and ready access from major roads. The market of such uses is presumed to be made up of transient visitors rather than residents or longterm visitors to the County.
- (l) *CT tourist commercial district.* The purpose and intent of the CT district is to permit the designation of suitable locations for and to facilitate the proper development and use of land for the commercial provision of accommodations and services for tourists and other visitors and shortterm or seasonal residents. The term "accommodations," as used in this subsection, is intended to include housing, various amenities including recreational facilities, and local retail trade in goods and service, both general and specific to the locality or attractor or principal activities. Areas designated tourist commercial are expected to be located near or adjacent to an attractor of tourism such as gulf beach frontage, theme parks, major public or private parks and other recreational or scenic resources.
- (m) *CP commercial parking district.* The purpose and intent of the CP district is to facilitate the provision of automobile parking subordinate to other land uses on other parcels of land where it is not appropriate to permit the full range of uses allowed by the zoning district under which the principal use is allowed.

- (n) *CI intensive commercial district.* The purpose and intent of the CI district is to permit the designation of suitable locations for and to facilitate the proper development and use of land for those commercial activities which are like or which have many of the same needs as industrial land uses. Intensive commercial land uses are generally services, particularly warehousing, distribution and transportation of goods. However, in type and size of buildings, relation to modes of transportation, and demands on various services, they are often indistinguishable from industrial land uses. The CI district is and is intended to be intermediate between consumer-oriented commercial and light industrial uses.
- (o) *CR rural commercial district.* The purpose and intent of the CR district is to designate and to facilitate the proper development and use of land for limited commercial purposes in the nonurban areas of the County. In addition to the neighborhood scale provision of basic goods and services, it is the intent that the rural commercial district be used to provide other goods and services, specific to rural productive activities, such as farming or ranching, and for the rural lifestyle in general. The standard of physical development must be or closely approximate that of a minor commercial development as set forth in standard 6.1.2.1 of the Lee Plan.

(Ord. No. 93-24, § 7(450.01), 9-15-93; Ord. No. 96-17, § 5, 9-18-96; Ord. No. 01-03, § 5, 2-27-01; Ord. No. 09-23, § 10, 6-23-09; Ord. No. 17-11, § 1, 9-5-17)

Sec. 34-842. - Alternative property development regulations for duplex, two-family attached, and townhouse units in C-1A, C-1, and C-2 districts.

As an alternative to developing in accordance with section 34-845, property zoned C-1A, C-1, and C-2, may be developed with duplexes, two-family attached units (where permitted by section 34-844), and townhouses on lots with a minimum lot area of 2,400 square feet per lot without compliance with minimum lot width, lot depth, side setback requirements or the requirement that lots must abut streets in section 10-291(2); provided the following conditions are met:

- (1) The overall parcel on which the lots are developed must comply with all lot coverage, area, width, and depth requirements for the district in which located;
- (2) The overall parcel on which the lots are developed complies with section 10-291;
- (3) All structures must comply with setbacks for the district in which located, as measured from the boundary of the overall parcel;
- (4) All structures must comply with street, rear, and water body setbacks for the district in which located, with the rear setback measured from individual lot lines;
- (5) All structures which exceed the maximum height requirements of the district in which located must comply with the additional setbacks specified in article VII, division 30, subdivision II, of this chapter as measured from the overall parcel boundary;
- (6) The applicant must provide adequate assurance that all areas of the overall parcel which are not developed as individual lots will remain and be maintained as common areas by an appropriate property owners' association. Such assurance may be provided in the form of maintenance and access easements or other documents or combination of documents satisfactory to the County Attorney to ensure the common areas are perpetually maintained and the common infrastructure is available for the property owners within the development; and
- (7) This section may not be utilized to authorize the subdivision of a parent parcel. Subdivision of a parent parcel must meet the requirements of chapter 10 (either through an approved lot split, plat, or replat).

(Ord. No. 13-10, § 10, 5-28-13)

[illegible]

Expansion of aircraft landing strip, helistop or heliport landing pad	34-1231 et seq.	SE	SE	SE	SE	SE	SE	—	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	—
New accessory buildings	34-1231 et seq.	P	P	P	P	P	P	—	P	P	P	P	P	P	P	P	P	P	—
New:																			
Helistop	34-1231 et seq.	SE	SE	SE	SE	SE	SE	—	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	—
Amateur radio antennas and satellite earth stations when accessory to an existing principal use	34-1175	Refer to 34-1175 for regulations.																	
Animals:																			
Clinic	34-1321	—	P	P	P	—	—	—	P	P	—	—	—	—	—	P	—	—	—

[illegible]

(34-622(c)(2)):																		
Group I	34-1351, 34-1353	—	P	P	P	—	—	—	P	P	—	—	—	—	—	—	P	—
Group II	34-1351, 34-1353	—	—	P	P	—	—	—	—	P	—	—	—	—	—	—	P	—
Automobile service station	Note (34), 34-1351, 34-1353	—	P	P	P	—	P	—	P	P	—	—	P	SE	P	P	P	—
Bait and tackle shop	Note (33)	P	P	P	P	P	P	P	P	P	—	SE (5)	—	P	P	—	—	—
Banks and financial establishments (34-622(c)(3)):																		
Group I		P	P	P	P	—	P	P(16)	P	P	P	P(16)	—	P	—	—	—	—
Group II		—	P	P	P	—	—	—	P	P	P	P(16)	—	—	—	—	—	—
	Special Notes or Regula	C-1A	C-1	C-2	C-2A	CN-1	CN-2	CN-3 (21, 23)	CC	CG	CS-1	CS-2	CH	CT	CR	C I	C P	

		tions																
Bar or cocktail lounge	34-1201 et seq. 34-1261 et seq.	—	AA/SE	AA/SE	AA/SE	—	—	—	AA/SE	AA/SE	—	—	AA/SE (6)	AA/SE	AA/SE	—	—	
Bed and breakfast (df)	Note (25), 34-1494	—	P	P	P	—	—	—	—	—	—	SE	—	P	—	—	—	
Boarding house	Note (25)	—	P	P	P	—	—	—	—	—	—	SE	—	P	—	—	—	
Boats:																		
Boat parts store		P	P	P	P	—	P	P(2, 4)	P	P	—	—	—	—	—	—	—	
Boat ramp		EO/SE	EO/SE	P	P	—	—	—	P	P	—	—	—	P	P	—	—	
Boat rental		P	P	P	P	—	P	—	P	EO	—	—	P	P (7)	—	—	—	
Boat repair and service	34-1352, 34-3001 et seq.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Boat sales		—	P	P	P	—	—	—	—	P	—	—	—	—	—	—	—	
Boat storage, dry, not	Note (32)	—	P	P	P	—	—	—	—	P	—	—	—	—	—	—	—	

exceedin g 18 feet above grade																		
Boat storage, dry, exceedin g 18 feet above grade	Note (32)	—	SE	SE	SE	—	—	—	—	SE	—	—	—	—	—	—	—	—
Broadcast studio, commerca l radio and television	34- 1441 et seq.	—	—	P	P	—	—	—	P	P	—	—	—	—	—	—	—	—
Building materials sales (34- 622(c)(4))		—	—	P	P	—	—	—	—	P	—	—	—	—	—	—	P	—
Business services (34- 622(c)(5)):																		
Group I		P	P	P	P	P	P	P	P	P	P	P (8)	—	P	P	P	—	—
Group II	Note (34), 34- 1352	—	P	P	P	—	—	SE	—	P	—	—	—	—	—	—	P	—
Bus station/de	34- 1381	—	—	P	P	—	—	—	SE	P	—	—	P	—	—	—	P	—

[illegible]

[illegible]

Group I		P	P	P	P	—	—	P	P	P	—	—	—	—	—	—	—	—
Group II		—	P	P	P	—	—	—	P	P	—	—	—	—	—	—	—	—
Group III		—	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—	—
Convenience food and beverage store	34-1353	P(19)	P(19)	P(19)	P(19)	—	SE(19)	—	P	P	—	—	P	SE(19)	P	P	—	—
Cultural facilities (34-622(c)(10))		—	P	P	P	—	—	—	—	—	—	—	—	P	—	—	—	—
Day care center, adult, child	34-206, Note (25)	P	P	P	P	P	P	P	P	P	—	—	—	P	P	—	—	—
Department store		P	P	P	P	—	—	—	P	P	—	—	—	—	—	—	—	—
Dormitory	Note (25)	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—
Drive-through facility for any permitted use		P	P	P	P	—	SE	—	P	P	SE	SE	P	P	P	P	—	—
Drugstore, pharmacy		P	P	P	P	—	P	P	P	P	—	—	—	—	P	—	—	—

Dwelling unit:																		
Duplex	34-3107, 34-3108, Note (25)	P	P	P	P	—	—	—	—	—	—	P	—	—	—	—	—	—
Single-family	Note (26)	P	P	P	P	—	—	—	—	—	—	P	—	—	—	—	—	—
Two-family attached	34-3107, 34-3108, Note (25)	P	P	P	P	—	—	—	—	—	—	—	—	—	—	—	—	—
Townhouse	Note (25)	EO	P	P	EO	—	—	—	—	—	—	—	—	—	—	—	—	—
Live-work	34-1773	—	P	P	P	SE	SE	—	—	—	SE	SE	—	—	—	—	—	—
Multiple-family building	Note (25)	P (35)/ EO	P	P	EO	SE (10)	SE (10)	SE (10)	—	—	SE (10)	SE (10)	—	P	—	—	—	—
Entrance gates and gatehouse	34-1748	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Emergency operations center		P	P	P	P	—	—	—	—	P	P	SE	—	—	P	P	—	—
EMS, fire or sheriff's	34-	P	P	P	P	—	—	—	P	P	P	—	—	—	P	P	—	—

station	3152																	
Essential services	34-1611 et seq.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Essential service facilities:	34-622(c)(13)																	
Group I	34-1611 et seq., 34-1741 et seq., 34-2142	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Group II	34-1611 et seq., 34-1741 et seq., 34-2141 et seq.	EO	—	—	—	—	—	—	—	EO	—	—	—	—	—	—	—	—
Excavation :																		
Water retention	34-1651 et seq.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Oil or gas		SE	SE	SE	SE	SE	SE	—	SE	SE	SE	—	SE	SE	SE	SE	SE	—
Farm equipment		—	—	—	—	—	—	—	—	P	—	—	—	—	P	—	—	—

, sales, storage, rental or service																	
Feed or fertilizer, mixing and sales		—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—
Fish house, wholesale		—	—	P (11)	—	—	—	—	—	—	—	—	—	—	—	—	—
Flea market:																	
Open		—	—	SE	SE	—	—	—	—	SE	—	—	—	—	—	—	—
Indoor		—	P	P	P	—	—	—	P	P	—	—	—	—	—	—	—
Food and beverage service, limited		SE	SE	SE	SE	SE	SE	SE	SE	SE	—	SE	—	—	—	—	—
Food stores (34- 622(c)(16)) :																	
Group I	34- 3152	P	P	P	P	P (12)	P	P (12)	P	P	—	—	—	P	P	—	—
Group II		P	P	P	P	—	P	P	P	P	—	—	—	—	—	—	—

Fraternity house	Note (25)	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—
Freight and cargo handling establishments (34-622(c)(17))		—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	
Funeral home or mortuary:																		
No cremation		P	P	P	P	—	—	—	P	P	P	SE	—	—	—	—	—	
With cremation		SE	SE	SE	SE	—	—	—	SE	P	P	SE	—	—	—	—	—	
Gasoline dispensing system, special		—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—
Hardware store		P	P	P	P	P	P	P	P	P	—	—	—	—	—	P	—	—
Health care facility (34-622(c)(20)) :																		
Group I (less than 50 beds)	Note (9) & (25)	—	—	—	—	—	—	—	—	—	P (13)	SE (13)	—	—	—	—	—	—

Group II (less than 50 beds)	Note (9) & (25)	—	—	—	—	—	—	—	—	—	P (13)	SE (13)	—	—	—	—	—
Group III		P	P	P	P	—	P	P	P	P	P	SE(13)	—	—	P	—	—
Group IV	Note (9) & (25)	—	—	—	—	—	—	—	—	—	P (13)	SE (13)	—	—	—	—	—
Hobby, toy and game shops (34- 622(c)(21))		P	P	P	P	—	P	P	P	P	—	—	—	—	—	—	—
Home care facility	Note (25)	P	P	P	P	SE	SE	—	—	—	SE	SE	—	P	—	—	—
Home occupation :																	
No outside help	Note (27), 34- 1771 et seq.	P	P	P	P	P	P	P	—	—	P	P	—	P	—	—	—
With outside help	Note (27), 34- 1771 et seq.	AA	AA	AA	AA	AA	AA	AA	—	—	AA	AA	—	AA	—	—	—
Hotel/mot el	Note (31), 34- 1801	—	P	P	P	—	—	—	—	—	—	SE	P	P	—	—	—

[illegible]

[illegible]

[illegible]

signs (34-622(c)(29)), all groups																	
Rubber and plastic products (34-622(c)(44)), group II		—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—
Marina	34-1862	EO	EO	EO	EO	—	—	—	—	EO	—	—	—	EO	—	—	—
Marina, ancillary uses		EO	EO	EO	EO	—	—	—	—	EO	—	—	—	EO	—	—	—
Mass transit depot or maintenance facility (government-operated)		P	P	P	P	—	—	—	—	P	P	SE	—	—	—	P	—
Medical office		P	P	P	P	—	P	P	P	P	P	P	—	P	P	—	—
Mobile home dealers	34-1352	—	—	P	—	—	—	—	—	SE	—	—	—	—	—	—	—
Model:																	
Home	34-1951	P	P	P	P	—	—	—	—	—	—	—	—	SE	—	—	—

	et seq.																	
Unit	34-1951 et seq.	P	P	P	P	—	—	—	—	—	—	—	—	—	SE	—	—	—
Display center	34-1951 et seq.	—	P	P	P	—	—	—	P	P	—	—	—	—	SE	—	—	—
Multislip docking facility		—	P	P	P	—	—	—	—	—	—	—	—	—	P	—	—	—
Nightclubs	34-1201 et seq. 34-1261 et seq.	—	AA/SE	AA/SE	AA/SE	—	—	—	AA/SE	AA/SE	—	—	—	AA/SE(6)	AA/SE	AA/SE	—	—
Nonstore retailers (34-622(c)(30)), all groups		P	P	P	P	—	—	—	P	—	—	—	—	—	—	—	—	—
Package store	34-1261 et seq.	P	P	P	P	P	P	P	P	P	—	—	—	—	P	P	—	—
Paint, glass and wallpaper		P	P	P	P	—	—	P	P	P	—	—	—	—	—	—	—	—
Parks (34-622(c)(32))																		
Group I		P	P	P	P	—	—	—	P	P	—	—	—	—	P	—	—	—

Group II		SE	SE	P	P	—	—	—	—	P	—	—	—	P	—	—	—
Parking lot:																	
Accessory		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Commercial		—	SE	SE	SE	—	—	—	SE	SE	—	—	—	—	—	—	—
Garage, public parking		—	SE	SE	P	—	—	—	SE	SE	—	—	—	—	—	—	—
Park-and-ride	34-1388	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Temporary	Note (14), 34-3049	P	P	P	P	P	P	—	P	P	P	P	P	P	P	P	P
Personal services (34-622(c)(33)) :																	
Group I		P	P	P	P	P	P	P	P	P	—	SE (5)	—	P	—	—	—
Group II		P	P	P	P	—	—	P	P	P	—	—	—	P	—	—	—
Group III		P	P	P	P	—	—	P	P	P	SE	SE (5)	—	P	—	—	—
Group IV		P	P	P	P	—	P	P	P	P	—	—	—	—	—	—	—

[illegible]

[illegible]

Group I	34-1352, 34-3001 et seq., 34-3152	P	P	P	P	—	P	P	P	P	—	—	P	P	—	—	—
Group II	34-1352, 34-3001 et seq.	P	P	P	P	—	P	P	P	P	—	—	P	P	P	—	—
Group III	34-1352, 34-3001 et seq.	—	P	P	P	—	—	—	P	P	—	—	P	P(17)	—	—	—
Group IV	34-1352, 34-3001 et seq.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Repair shops (34-622(c)(40)) :																	
Group I		P	P	P	P	P	P	P	P	P	—	—	—	P	P	P	—
Group II		P	P	P	P	—	—	P	P	P	—	—	—	—	P	P	—
Group III		—	—	P	P	—	—	—	—	P	—	—	—	—	—	P	—

Group IV		—	—	P	—	—	—	—	—	P	—	—	—	—	P	P	—
Group V		—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Research and development laboratories (34-622(c)(41)) :																	
Group II		P	P	P	—	—	—	—	P	P	P	SE	—	—	—	—	—
Group IV		—	—	P	—	—	—	—	—	—	—	—	—	—	—	—	—
Residential accessory uses (34-622(c)(42))	Note (27)	P	P	P	P	P	P	P	—	P	P	P	—	P	—	—	—
Restaurant , fast food	34-1353	—	P	P	P	—	—	—	P	P	—	—	P	P	SE	—	—
Restaurants (34-622(c)(43)) :																	
Group I	34-3152	P	P	P	P	—	P	P	P	P	—	SE (5)	P	P	P	—	—
Group II	34-3152	P	P	P	P	—	P	P (24)	P	P	SE	SE (5)	P	P	—	—	—

[illegible]

[illegible]

[illegible]

rail, air, including warehousi ng of goods awaiting shipment, parking, and storage of rolling stock																	
Used merchandi se stores (34- 622(c)(54)) :																	
Group I		—	P	P	P	—	P	—	P	P	—	—	—	—	—	—	—
Group I, limited to indoor display only,		P	—	—	—	—	—	P	—	—	—	—	—	—	—	—	—
Group II		—	P	P	P	—	—	P (2)	P	P	—	—	—	—	—	—	—
Group III		—	P	P	P	—	—	—	P	P	—	—	—	—	—	—	—
Group IV		—	—	P	P	—	—	—	—	P	—	—	—	—	—	—	—
Variety store		P	P	P	P	—	P	P	P	—	—	—	—	—	—	—	—

[illegible]

:																	
Group I		—	P(15)	P	P	—	—	—	P(15)	P(15)	P(15)	P(15)	—	P(15)	P(15)	P	—
Group III		—	P(15)	P	P	—	—	—	P(15)	P(15)	P(15)	P(15)	—	P(15)	P(15)	P	—
Group IV		—	P(15)	P(15)	P(15)	—	—	—	P(15)	P(15)	—	—	—	—	—	P	—

Notes:

- (1) Permitted only when accessory to a lawfully permitted single-family dwelling unit.
- (2) No outdoor display of merchandise permitted.
- (3) Permitted only if completely enclosed within a building.
- (4) No installation service permitted.
- (5) Limited to 500 square feet when in conjunction with one dwelling unit on the same premises.
- (6) Use only permitted when clearly incidental to a hotel or motel.
- (7) The following uses may be permissible seaward of the water body setback line only by special exception: boat rentals (inflatables, sailboats, jet skis, windsurfers and the like), foodstands, rental of cabanas and beach furniture, outdoor amusements including boat balloonist, and seaplane rides, water ski tows, parasail tows and similar activities, fishing and sightseeing piers and towers.
- (8) Bail bonding, blood banks, blood donor stations and caterers permitted only by special exception.
- (9) Not permitted in Coastal High Hazard areas unless in compliance with section 2-485(b)(5)a.
- (10) The total square footage of the residential uses shall not exceed the total square footage of all existing and proposed commercial uses on the subject property, and the total number of

residential units shall not exceed the number of units permitted by the Lee Plan, whichever is less.

(11) Not permitted within 500 feet of the nearest residence.

(12) Excluding supermarkets.

(13) New facilities of 50 or more beds, or the expansion of an existing facility that will bring the number of beds to 50 or more, requires a special exception.

(14) Use not permitted on Captiva Island or within the Gasparilla Island conservation district.

(15) Limited to those commodities and products which are permitted to be sold at retail, provided that parking meets the requirements for retail sales.

(16) ATM's that are to be available to the public 24 hours a day, must be approved by Special Exception and located so that their uses will not cause a disturbance to adjacent property owners. ATM's located within a building housing a permitted use and available to the public only during normal working hours do not require a Special Exception.

(17) Limited to rental of passenger cars, vans, and pick-up trucks less than three-quarter ton capacity. Maintenance activities limited to washing, waxing, vacuuming and minor repairs but excluding activities classified as Automotive Repair and Service-Groups I and II. See section 34-622(c)(2).

(18) Two pumps are permissible as an accessory use to businesses (other than a convenience food and beverage store which is listed separately) to provide fuel for their own fleet of vehicles and equipment. Additional pumps require approval of a special exception.

(19) Limited to eight pumps unless a greater number is approved as part of a special exception or as specifically approved in the master concept plan. An existing business with more than eight lawfully permitted pumps as of January 31, 1998 will not be considered non-conforming. Existing pumps may be modernized, replaced, or relocated on the same premises but additional new pumps will not be permitted.

(20) Facilities proposed for ten or more acres or the expansion of an existing facility that will bring the number of acres to ten or more acres must request and be approved as a special exception.

(21) Regular business hours limited to 7:00 a.m. to 9:00 p.m. unless extended hours are approved by Special Exception for a specific use.

(22) Use may only be approved when clearly incidental to a permitted restaurant.

(23) Total floor area of a single use building may not exceed 5,000 square feet. A multi-use building may not exceed 7,500 square feet. If more than one building is in a development, there must be a minimum separation between buildings of fifteen feet.

(24) No outdoor seating.

(25) Not permitted in Airport Noise Zone B.

(26) Not permitted in Airport Noise Zone B. See section 34-1004 for exceptions.

(27) Not permitted in Airport Noise Zone B unless accessory to a lawful mobile home or single-family residence. See section 34-1004.

(28) Limited to active recreation only (ball fields and tennis courts, for example) in Airport Noise Zone B.

(29) Not permitted in Airport Noise Zone B unless pre-empted by state law.

(30) Not permitted in Airport Noise Zones B unless required to support a noise compatible use and constructed in compliance with limitations for dwelling unit type set forth in section 34-1004 as applicable.

(31) Sound attenuating insulation should be considered for hotels and motels in Airport Noise Zone B.

(32) For purposes of this use only, grade is the average elevation of the street or streets abutting the property measured along the centerline of the streets, at the points of intersection of the streets with the side lot lines (as extended) and the midpoint of the lot frontage.

(33) Limited to four pumps, unless a greater number is approved as part of a special exception.

(34) Automobile auctions, on-site or internet, are permitted only when all vehicles are stored inside. Projects with outdoor storage will be considered vehicle and equipment dealers, group I, and must comply with section 34-1352.

(35) New multiple-family buildings are permitted on properties zoned C-1A only within the mixed use overlay.

(Ord. No. 93-24, § 7(table 450.A), 9-15-93; Ord. No. 94-02, § 16, 1-10-94; Ord. No. 94-24, § 49, 8-31-94; Ord. No. 95-07, § 35, 5-17-95; Ord. No. 96-06, § 5, 3-20-96; Ord. No. 96-17, § 5, 9-18-96; Ord. No. 97-10, § 6, 6-10-97; Ord. No. 98-03, § 5, 1-13-98; Ord. No. 98-11, § 5, 6-23-98; Ord. No. 99-05, § 9, 6-29-99; Ord. No. 00-14, § 5, 6-27-00; Ord. No. 01-03, § 5, 2-27-01; Ord. No. 01-18, § 5, 11-13-01; Ord. No. 02-20, § 5, 6-25-02; Ord. No. 03-11, § 1, 4-8-03; Ord. No. 03-16, § 6, 6-24-03; Ord. No. 04-05, § 1, 4-27-04; Ord. No. 05-14, § 6, 8-23-05; Ord. No. 06-10, § 1, 6-12-06; Ord. No. 07-24, § 7, 8-14-07; Ord. No. 09-23, § 10, 6-23-09; Ord. No. 11-08, § 10,

8-9-11; Ord. No. 13-10, § 10, 5-28-13; Ord. No. 14-13, § 7, 6-17-14; Ord. No. 16-19, § 10, 11-15-16; Ord. No. 17-11, § 1, 9-5-17)

Note— See the editor's note to § 34-842.

Sec. 34-845. - Property development regulations table.

No structure may hereafter be erected, constructed, moved, altered or maintained in any conventional commercial district in a manner inconsistent with the property development regulations for conventional commercial districts, except as provided for in article VIII (nonconformities) of this chapter, or in section 34-620.

Properties located within the mixed use overlay as delineated on Map 1, page 6 of the Lee Plan and described in Objective 11.2 may apply the alternative property development regulations under the "MUO" category.

Property development regulations for conventional commercial districts are as follows:

TABLE 34-845. PROPERTY DEVELOPMENT REGULATIONS FOR COMMERCIAL DISTRICTS

		Special Notes or Regulat ions	C- 1A	C-1	C-2, C- 2A	CN- 1	CN- 2	CN- 3	CC, CG	CS-1	CS- 2	CH	CT	CR	CI	CP	M UO
Maximum density		Note (1)				(2)	(2)	(2)		(2)	(2)						
Minimum lot area and dimensions:		34- 2221, 34- 2222, 34- 2142															0
Minimum lot size:																	0
Residenti al uses (square feet):																	0
First two			7,5 00	7,5 00	7,50 0	—	—	7,50 0	—	—	5,0 00	—	7,50 0	—	—	—	

		Note: Bonita Beach, Captiva, San Carlos Islands, Gasparilla Island conservation district, Greater Pine Island and areas within the airport hazard zone have special height limitations (see section 34-2175).														
Maximum lot coverage (percent of total lot area)		40 %	40 %	40%	40%	40%	40%	40%	40%	50 %	40%	40%	40%	40 %	40 % (9)	No Re qt.

Notes:

- (1) Residential development shall not exceed that density permitted by the Lee Plan for the land use category in which the property is located.
- (2) The minimum lot area required for nonresidential uses shall be applicable to combined commercial and residential living units approved by special exception in the same manner as if the residential use did not exist.
- (3) Modifications to required setbacks for arterial or collector streets are permitted only by variance. Modifications for solar or wind energy purposes, are permitted only by special exception. See section 34-2191 et seq.
- (4) Special street setbacks apply to portions of Colonial Boulevard and Daniels Road. See section 34-2192(b).
- (5) No side yard setback is required from common lot line for two-family attached or townhouse.
- (6) Parking areas shall be ten feet from any residential land use and five feet from any other. Any structure in the CP district shall be set back a minimum of 15 feet from any side lot line and 25 feet from any rear lot line.
- (7) Where a parking lot permitted under CP zoning is adjacent to a residential land use, an opaque fence shall be erected and maintained to protect the latter from noise, glare and intrusion.
- (8) No outdoor display or storage of merchandise is permitted in the CN-1, CN-2, or CN-3 district.
- (9) Lot coverage applies to structures only.
- (10) Truck terminals shall be required to comply with the setback requirements as set forth in table 34-904.

(Ord. No. 93-24, § 7(table 450.B), 9-15-93; Ord. No. 94-24, § 50, 8-31-94; Ord. No. 96-06, § 5, 3-20-96; Ord. No. 96-17, § 5, 9-18-96; Ord. No. 97-10, § 6, 6-10-97; Ord. No. 98-03, § 5, 1-13-98; Ord. No. 01-03, § 5, 2-27-01; Ord. No. 13-10, § 10, 5-28-13; Ord. No. 17-11, § 1, 9-5-17)

Note— See the editor's note to § 34-842.

Secs. 34-846—34-870. - Reserved.

Planned Parenthood of Southwest and Central Florida

December 19th 2019

State of Florida,
Agency for Health Care Administration
Bureau of Health Facility Regulations
2727 Mahan Drive
Tallahassee, FL 32308

Subject: Moving Health Centers License #874 Certificate # 1398, Planned Parenthood of Southwest and Central Florida

To Whom It May Concern:

This notice is to formally notify you that our Health Centers associated with CLIA Group License # 10D0896115, Abortion Clinic # 874, Certificate 398 is moving. The Health Center currently located at 8595 College Parkway, Ft. Myers, FL 33919 will be moving to 6418 Commerce Park Drive, Ft. Myers, FL 33966. The last day services will take place at the College Parkway location is January 24th 2020, the first day of services in the new location at Commerce Park Drive will be Monday January 27th 2020.

According to Florida Statute Chapter 408 Section 810, notification must be made 30 days prior to any changes to a licensed location. This letter serves as that notice.

Signage has been posted on the facility and a notice has been posted in the News Press in Fort Myers, FL. to run four (4) consecutive weeks starting Friday December 20th 2019.

If you have any questions or need any additional information please feel free to contact me at 561-213-9667 or by email at Judith.merritt@ppswcf.org

Thank you

Judith Merritt
Director of Compliance, Quality & Risk Management
Planned Parenthood of Southwest and Central Florida Inc.
736 Central Avenue, Sarasota, FL 34293
Tel: 941-365-3913 Ext 1006