

**ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
November 12, 2015**

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida on November 12, 2015 at 2:00 pm.

Present:

Planning Commission Members: Ben Bakker-Chair, Diane Barcus, Veronica Rogers, Richard Whetstone

City Staff: Tim Polk- Planning Director; Chris Gratz-Development Services Manager; Kim Clayback-Public Works; Officer Camacho-Police; Karen Aihara-Executive Planning Administrator

Absent:

Planning Commission Members: John Vita, Stewart Moon Jr., and Darin Autrey and O.M. Griffith (alternates)

City Staff: Myra Schwarz-GIS/Planner; Ken Langston-Fire Marshal

REGULAR MEETING

- Meeting was called to order by the Planning Commission Chair, Mr. Bakker at 2:00 p.m.
- Pledge of Allegiance
- Approval of Minutes: Motion to approve September 16, 2015 minutes by Mr. Whetstone, second by Ms. Rogers, approved 4-0.
- Speakers were sworn in by Ms. Aihara.

NEW BUSINESS

SU.15.4237 WARD 3 NEIGHBORHOOD 6.03

Request by ZNS Engineering agent, for Swift Kiwan LLC, for a Special Use approval to allow the existing 7,900 square foot building to be used for religious assembly on the property located at 2102 14th Street West (zoned T4-O).

Mr. Gratz presented the request including staff report, aerial maps and the parking agreement with Bradenton Tropical Palms. Proposed approval of SU.15.4237 Swift Kiwan Religious Assembly with the following stipulation(s):

1. As stated in the applicant's Findings of Fact and proposed tenant lease, that the use of the premises is limited to Religious Assembly and related uses, and not to be used to feed, clothe, shelter or otherwise assist homeless people, or permit them to assemble, or in any way congregate on the premises.
2. Prior to the use of the structure provide an Agreement for Shared Parking pursuant to §4.10.5, or Off-Site Parking pursuant to §4.10.4, or Valet Parking pursuant §4.10.3 of the Form Based Code.
3. Provide for police traffic direction at assemblage times as directed by the Bradenton Police Department.
4. Perform the following needed property maintenance items prior to use of the structure: replace the concrete apron on the one-way exit to 21st Avenue West and the cracked sidewalk approach to the three (3) parking spaces on 21st Avenue West; straighten the "Do Not Enter" sign; replace all dead shrubs; and remove the "volunteer" Sabal Palms in the perimeter landscape strip.
5. Replace/alter the pole sign to be a pylon sign that conforms to the Form Based Code upon permitting of a sign for the new tenant.

Planning Commission Questions/Comments to Staff:

- Ms. Rogers asked if the handicapped access was in place or needed to be added as stipulation? Mr. Gratz stated that the applicant has stated this in writing on their site plan.
- Ms. Barcus asked about the use of the Bravo shopping plaza for parking. Mr. Gratz stated that the Bravo parking lot is not part of the agreement; they do not have the right to use Bravo parking and would be subject to tow.
- Mr. Bakker asked which parking lots belong to Tropical Palms (TP) and do we have a parking agreement? Mr. Gratz indicated the lots that belong to TP and one is gated. Mr. Gratz stated that there is not a parking agreement that meets our code.
- Ms. Rogers asked about the walking distance from the furthest lot and is there is sidewalk? Mr. Gratz said there is a sidewalk on 14th Street West and it is not too far to walk.
- Ms. Barcus asked if there are any plans to use lot across the street. Mr. Polk stated he believed it is being used as City construction staging. Ms. Clayback confirmed that it is a staging area for the water main improvements on 21st & 23rd Avenues and 9th and 14th Street and should be completed prior to baseball season.
- Mr. Whetstone reiterated the workshop discussion that this request is not to change or add any additional lot usage; the request is to restore the original approval of the original development plan. This is a correction to meet code.
- Mr. Bakker asked why the signage will be changed from a pole sign to a pylon sign. Mr. Gratz stated for more human scale. Mr. Bakker stated the visibility triangle of oncoming traffic should be fine.
- Ms. Barcus confirmed that non-concurrent use is covered in stipulation #2.

Applicant Presentation:

Ms. Rachel Layton, Planning Director, ZNS Engineering presented overview of the request with special use as a religious assembly for 324 maximum occupancy. Presentation attached (Exhibit A). Mr. Robert Greene, land use attorney and Mr. Vincent Crisci, owner were also in attendance.

Mr. Greene spoke on stipulation #2 cross access agreement that has been in effect since 1997 and is a perpetual easement. Tropical Palms will not give up primary use rights to their parking lots when they have an event and Mr. Crisci will not give up his primary use to his 45 parking spaces. Mr. Greene distributed "Replacement Stipulation #2" to the Planning Commission (Exhibit B). All other stipulations are agreeable to the applicant and request approval with amended stipulation #2.

Planning Commission Questions/Comments to Applicant:

- Mr. Bakker asked how the parking would be coordinated between Tropical Palms (TP) and church. Mr. Greene stated that the agreement does not require coordination of schedules and this has not been a problem in the past, because the Kiwanis had scheduled meetings and infrequent special events. The church services are mostly regularly scheduled and would be good neighbors. With the proposed stipulation #2, the church will be restricted to 131 occupants when TP is in use for events. It would be up to the church to coordinate with TP Board. Mr. Gratz stated that this does not comply with the code. The code says it shall bind its areas and accessories, the property shall not be disposed of. The agreement allows either property to be sold or redeveloped. The spaces have to be provided in perpetuity. The three different ways to comply are shared parking, off-site parking or valet parking, but they all have to be binding.
- Mr. Bakker asked about perpetuity, Mr. Gratz said that perpetuity can always change, but the number has to be the same. It can be with Bravo, a remote lot three miles away; but it has to be in place for the approval.
- Mr. Greene stated that the easement agreement is being misinterpreted. The easement is written as a perpetual binding easement on the trailer park and their successors. Mr. Gratz stated that it also says they may sell and/or redevelopment the property. Mr. Greene stated that they can sell, but the easement is binding on successors and runs with the land. Mr. Crisci or TP

could redevelopment their properties, reconfigure their parcels, and modify the buildings, but still cross-parking on both parties run with the title. Mr. Greene believes that this complies with code.

- Mr. Bakker asked what if TP is sold and they eliminated the parking. Mr. Greene stated that he doesn't know of any use that doesn't require parking, and doesn't believe that this is an issue. If you have any questions that this is a valid perpetual easement, consult with Mr. Lisch. This is typical wording for an easement.
- Mr. Bakker asked Mr. Greene why he stated that if the future applicant is a church and needed to resubmit a cross-easement agreement, why did he feel that it would not be able to be done as in 1997? Mr. Greene responded that there is no reason to do a new agreement when we already have one. Mr. Gratz requests a cross-easement agreement that says, contrary to this this agreement, Mr. Crisci's property will be able to use all parking spaces at all times and this is not what Bradenton Tropical Palms agreed to. He feels it is unrealistic to give up the rights they already have. This agreement has been in force since 1997 and met code requirements and now it is deemed insufficient.
- Mr. Bakker stated that this is odd that this is the only issue, is it semantics? This may be an issue if Tropical Palms is sold. Mr. Bakker suggested a rewrite, but Mr. Greene did not follow the concern. Mr. Greene asked, why would Mr. Crisci want to give his rights and have a problem on his property? The tenant would have an agreement with TP and in the unlikely event that TP is sold; the tenant would draft a new agreement with the new developer at that time to draw up a new cross-access parking agreement with the new owners. What if the new owner do not want to draw up a new agreement? This is not an easy process; this agreement has worked well for 25 years (since 1997 is 18 years). The new stipulation #2 will remedy this situation and be code compliant.
- Ms. Barcus asked if Tropical Palms is a co-op or rental park. It has three options: own the property and trailer, own trailer and lease property, or lease the trailer and the property.
- Mr. Whetstone asked if the applicant would put stipulations in the lease agreement. Mr. Greene stated that the parking would be disclosed in the lease agreement.
- Ms. Barcus stated that she did not understand the objection to the replacement stipulation #2. Mr. Gratz stated that it is unenforceable on a Sunday. A specific number of spaces are not mentioned in the cross access agreement and this is all about numbers; and who is primary over the other and it has it meet the City's standards.
- Mr. Whetstone asked if this wouldn't be addressed in the lease agreement. Ms. Rogers asked what if there is a shuffleboard tournament on Sunday morning. Potential conflicts are the question.
- Ms. Barcus read that "these easements are perpetual and shall run with the land".
- Mr. Polk stated that he felt the Commission is close to working out a solution, we should table this and the staff will discuss several pathways to get there for easement and assess and staff needs to discuss with the City Attorney.
- Mr. Bakker stated that the agreement affects the salability of Tropical Palms, but may also effect the leasability of this property, which we want filled.

MOTION TO TABLE PROJECT

- Mr. Whetstone made the motion to table SU.15.4237 until December 9, 2015 meeting, Ms. Rogers second. Hold on motion for further discussion.

Mr. Crisci stated that he purchased the property with cross-easement agreement with perpetual right on a good neighborly basis to use the adjoining property. Mr. Crisci stated that he cannot give up the right and if he does give up the right, he would like compensation for reducing the value of his property. The easement is a valuable right, so it is like condemning his property. He does not understand how the fire department came up with 324 people. Ms. Barcus stated that 324 would have to be standing only, not tables or pews.

- Ms. Barcus made an alternate motion to postpone SU.15.4237 until December 9, 2015 meeting to allow applicant and staff to work on wording to the benefit of all parties concerned.
- Ms. Rogers asked what is the true occupancy? Should the Fire Marshal revisit and verify 324 occupancy?
- Mr. Whetstone seconded Ms. Barcus' motion, 4-0 motion to table approved.

Note to Staff:

- Going forward during the workshop, please draw attention to points of contention and/or concern.
- Ms. Clayback stated that Crisci will need a DOT permit, this was not shown at DRC and needs to be added as a stipulation.
- Ms. Clayback let us know that Marcus Helmuth, developer at White Oak at San Casciano, passed away this week. David McNab will carry forward the development.

REPORT OF THE PLANNING & COMMUNITY DEVELOPMENT DIRECTOR

- The Point Pleasant Ad Hoc Committee is working with staff to develop a neighborhood conservation district, not an overlay, to preserve height, setbacks, architectural character, and view corridors for new development. Town Hall Meeting is planned, then will present at Planning Commission and City Council.
- Save-A-Lot meeting on November 18th with the veteran operators at CCRA Board Meeting at St. Stephens Church on MLK.

NEXT PLANNING COMMISSION MEETING - Wednesday, December 9, 2015.

ADJOURNMENT – Motion to adjourn at 3:48 p.m. (Whetstone/Rogers).

Benjamin Bakker, Chair

NOTE: This is not a verbatim record. An audio recording of the meeting is available for a fee upon request.