



City of Venice
 401 West Venice Ave., Venice, FL 34285
 941-486-2626
 DEVELOPMENT SERVICES - PLANNING & ZONING
SITE PLAN AMENDMENT APPLICATION

SITE PLAN AMENDMENT
 00 - 09 SP. 2

Project Name: Emmanuel Lutheran Church - Parking Lot Revisions

Parcel Identification No.: 0430-02-0018

Address: 800 South Tamiami Trail, Venice, FL 34285

Parcel Size: 2.5 acres

FLUM designation: Institutional - Professional

Zoning Map designation: OPI - Office, Professional Institutional

Property Owner's Name: Emmanuel Lutheran Church, Inc.

Telephone: (941) 488-4952

Fax: (941) 483-1092

E-mail: info@emmanuel-elca.org

Mailing Address: 790 South Tamiami Trail, Venice, FL 34285

Project Manager: Dean L. Paquet, P.E.; Kimley-Horn & Associates, Inc.

Telephone: (941) 379-7600

Mobile / Fax: (941) 587-9728

E-mail: dean.paquet@kimley-horn.com

Mailing Address: 1777 Main Street, Sarasota, FL 34236

Project Engineer : Dean L. Paquet, P.E.; Kimley-Horn & Associates, Inc.

Telephone: (941) 379-7600

Mobile / Fax: (941) 587-9728

E-mail: dean.paquet@kimley-horn.com

Mailing Address: 1777 Main Street, Sarasota, FL 34236

Project Architect: Craig P. Kimmel, AIA, LEED AP; RLPS Architects

Telephone: (717) 560-9501

Mobile / Fax: (717) 560-2373

E-mail: ckimmel@rlps.com

Mailing Address: 250 Valleybrook Drive, Lancaster, PA 17601

Incomplete applications cannot be processed - See reverse side for checklist

Applicant Signature / Date: Roger B. Ufelter **RECEIVED** 10/13/17

OCT 04 2017

PLANNING & ZONING

APPLICATION CHECKLIST

Required documentation (provide one copy of the following, unless otherwise noted):

- Statement of ownership and control.** Include copy of property deed or County tax statement.
- Agent authorization letter.** Agent authorization letter listing project engineer, architect, planner, and other design professionals must be signed by the property owner and submitted with the application.
- Legal Description and signed and sealed Survey of Property.**
- Narrative.** Provide a detailed narrative describing purpose of petition and intended use of property.
- Deed Restrictions (§ 86-49(b)(7)).** If common facilities and/or private streets are proposed, submit document(s) addressing how common facilities are to be provided and permanently maintained.
- Public Workshop Requirements.** Date held _____
 - Copy of newspaper ad. Copy of notice to property owners.
 - Copy of sign-in sheet. Written summary of public workshop.
- Comprehensive Plan Consistency.** Confirm consistency with all applicable elements of the City's Comprehensive Plan.
- Concurrency Application and Worksheet.** Signed, sealed and dated.
If a traffic study is required, submit 3 copies of the study (3 signed, sealed and dated).
Electronic **hcs** files must be e-mailed to staff or submit 3 CDs.

Required documentation (provide 15 sets of the following including 3 signed, sealed and dated, unless otherwise noted):

- Site Plan Sheet.** Include all proposed improvements, buildings and structures, sidewalks, parking and transportation network, yards and open space.
 - Municipal address
 - FEMA Flood Zone designation and base flood elevation
 - Names of all existing and proposed public and private streets
 - Location of all sidewalks
 - Location of refuse and recycled materials enclosure.
- Utility Plan Detail Sheet**
 - Potable water and wastewater main size and location
 - Water valve location
 - Manhole separation
 - Distance from water main to proposed building
 - Location of nearest fire hydrants
- Paving and Drainage Detail Plan Sheet**
 - Document addressing drainage concurrency by means of a certified drainage plan
 - Driveway dimensions and turning radius
- Landscape Plan Sheet**
 - Tree survey
 - Detailed inventory of all proposed trees and plants by type and size
- Signage.** Depict – by dimension – all ground and wall signage
- Architectural Elevations.** Definitions for buildings in the development; and number of dwelling units, sizes and types, together with typical floor plans of each type.

Fees

Application filing fee \$2,300 (major) or \$533 (minor).

Transportation review fee will be billed to applicant and is not included in application fee.

Public notice fee in excess of \$50 will be billed to applicant and is not included in application fee.

SITE AND DEVELOPMENT PROJECT NARRATIVE

EMMANUEL LUTHERAN CHURCH – PARKING IMPROVEMENTS

On behalf of our client, Emmanuel Lutheran Church, Inc., this narrative and supporting documentation are submitted for review in support of a Site and Development Amendment approval for the Emmanuel Lutheran Church – Parking Improvements project in Venice, Florida.

The project is located at 800 South Tamiami Trail, Venice, FL 34285 (Section 18, Township 39 South, Range 19 East). The property area is comprised of one parcel and totals approximately ± 2.5 acres. The proposed improvements include parking reconfiguration, pavement replacement, and associated landscaping improvements for the Emmanuel Lutheran Church as a result of a shared parking agreement with the Village on the Isle property to the southeast.

No other improvements are proposed for the Emmanuel Lutheran Church property.

MASTER AGREEMENT

This Agreement made this 27 day of April, 2017, by and between **SOUTHWEST FLORIDA RETIREMENT CENTER, INC.**, a Florida not for profit corporation, d/b/a VILLAGE ON THE ISLE (hereinafter referred to as "VOTI") and **EMMANUEL LUTHERAN CHURCH, INC.**, a Florida not for profit corporation (hereinafter referred to as "the Church").

WITNESSETH:

WHEREAS, VOTI and the Church own property contiguous to each other in Venice, Florida; and

WHEREAS, VOTI and the Church deem it mutually beneficial to exchange parcels of property owned by each entity to the other entity; and

WHEREAS, the parties wish to set forth future obligations for maintenance of improvements upon the exchange of the parcels of property.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment of the sum of \$10.00 and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. Property Exchange. The parties shall exchange certain parcels of real property as follows:
 - (a) VOTI shall convey to the Church a parcel of land approximately .414 acres in area, free and clear of any liens or mortgages.
 - (b) The Church shall simultaneously convey to the VOTI a parcel of land approximately .499 acres in area, free and clear of any liens or mortgages.
 - (c) No additional consideration shall be paid by either party to the other and VOTI shall be responsible for preparation of deeds and recording in the Public Records of Sarasota County, Florida.

2. Easements.
 - (a) Easements for construction, access and utilities shall be granted by each party to the other as deemed necessary for access, ingress and egress, utilities, maintenance and repair as determined by the parties or its consultants.

3. Shared Parking.
 - (a) VOTI agrees, at its sole expense, to redesign the Church's parking configuration and pave all designated parking areas, subject to the Church's approval.
 - (b) The costs associated with the design, permitting and construction of the revised parking lot and any additional drainage shall be paid by VOTI.
 - (c) All storm water management applications, fees and permits required by Southwest Florida Water Management District or the City of Venice for the new parking lot shall be paid by VOTI.
 - (d) Future maintenance, repair and replacement of the storm water management facilities located on Church property by VOTI will be the responsibility of VOTI, unless such

repair or maintenance issue was caused by the act of omission of the Church.

- (e) Except as provided herein, after initial improvements are performed, to the Church's satisfaction, as part of items 3(a) and 3(b) of this Agreement, all future repair and replacement of the Church parking lot, parking lot lighting and landscaping on Church property shall be at the expense of the Church. All utility charges for Church parking lot lighting shall remain the responsibility of the Church.
- (f) As part of the desire to maintain consistency with the parking areas of the two properties, VOTI agrees that, at its sole expense, the Church's parking lot shall be resealed and re-stripped based on VOTI's regular scheduled capital maintenance plan and at minimum of every seven (7) years.
- (g) The proposed Maintenance Agreement for the storm water system, parking lot, landscaping and lighting is attached as Exhibit "A".
- (h) VOTI and the Church agree to share parking spaces associated with each other's property and to effectuate the use of this mutual agreement without disrupting the other party's use or access. Certain parking spaces of VOTI are specifically assigned and identified for residents of the community which shall be excluded for general parking use by either party. The parties agree to provide advance notice to one another for special events or circumstances that may lead to higher than normal use of parking accommodations and hold meetings as needed to ensure mutual support and cooperation of this arrangement.
- (i) If the Church pursues a construction project that impacts the parking requirements of their facilities, then VOTI agrees to work with the Church, at the Church's expense, to conduct a parking study that may be submitted to the City of Venice or other authority for acceptance as part of their shared parking arrangement.

4. Porte-cochere.

- (a) A new porte-cochere shall be constructed connecting VOTI to the Church building the location and design of which is depicted on Exhibit "B".
- (b) The covered walkway/roadway shall be designed to provide vehicle and emergency vehicle access in accordance with City of Venice requirements and which will also be at a height to allow vehicles to pass under.
- (c) The costs associated with the design, permitting, construction of the new porte-cochere will be paid by VOTI.
- (d) The new porte-cochere shall be maintained by VOTI as addressed in Maintenance Agreement attached as Exhibit "A".

5. Governmental Approvals.

- (a) With exception of the initial improvements as agreed as part of the land exchange and storm water management, future approvals required from any governmental entity for any new construction shall be at the expense of the party performing such improvements on their respective property.
- (b) All requests, pre-applications or applications by VOTI, or at VOTI's direction, to any governmental entity or agency for any approval related to the intended development shall be first provided to the Church for review and approval. The Church agrees that if VOTI makes application to any governmental authority for any permits, license authorizations, special exceptions or other approvals that VOTI deems necessary to develop the land, the Church will cooperate with VOTI in such

efforts and the Church will join in any such applications to the extent required by the applicable governmental authority and/or appoint VOTI's engineer as the Church's authorized agent for such applications; provided, however, that all documents and all costs associated with any such applications shall be paid by VOTI.

6. Future Expansion and Construction.

- (a) Both parties agree that it will provide advance notice to the other before commencing any future construction that would have an impact on the overall parking scheme, capacity and availability of approved and shared parking. The party which is not expanding or contemplating shall not object to the new construction provided its parking lot and number of available parking spaces owned by it and the shared spaces are not affected.

7. Miscellaneous.

- (a) This Agreement shall become effective on and only on its execution and delivery by each party.
- (b) This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.
- (c) This Agreement may be amended by and only by an instrument executed and delivered by each party.
- (d) No party shall be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.
- (e) All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the laws of the State of Florida.
- (f) The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.
- (g) As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (1) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (2) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (3) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Agreement.
- (h) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.
- (i) No determination by any court, governmental body, or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any

instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

- (j) The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof. Further, VOTI has informed the Church that the property to be conveyed by VOTI to the Church pursuant to this Agreement is financed by VOTI with the proceeds of tax-exempt bonds, and the Church agrees that in connection with the conveyance of such property, the Church will execute and deliver such agreements and/or certificates, if any, relating to the property as may be required by Bond Counsel to render its opinion to the effect that the conveyance by VOTI pursuant to this Agreement and any related agreements, including the Maintenance Agreement dated as of the date hereof, between VOTI and the Church, will not adversely affect the exclusion from gross income for federal income tax purposes of the interest payable on such bonds.
- (k) Any party failing to comply with the terms of this Agreement will pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the other party to this Assignment as a result of such failure.

IN WITNESS WHEREOF, each party hereto has executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

Witnesses:

Sign Colleen E. Chamberlain
Print Colleen E. Chamberlain

Sign Christine Clyne
Print Christine Clyne

SOUTHWEST FLORIDA RETIREMENT CENTER,
INC., a Florida not for profit corporation

Sign: [Signature]
Print: Chris Menzies
Title: Chairman of the Board of Trustees

Witnesses:

Sign Colleen E. Chamberlain
Print Colleen Chamberlain

Sign Christine Clyne
Print Christine Clyne

EMMANUEL LUTHERAN CHURCH, INC, a
Florida not for profit corporation

Sign: [Signature]
Print: LOIS B. STEKETEE
Title: Council President

Exhibit "A"

MAINTENANCE AGREEMENT

This Agreement made this 27 day of April, 2017, by and between **SOUTHWEST FLORIDA RETIREMENT CENTER, INC.**, a Florida not for profit corporation, d/b/a VILLAGE ON THE ISLE (hereinafter referred to as "VOTI") and **EMMANUEL LUTHERAN CHURCH**, a Florida not for profit corporation (hereinafter referred to as "the Church").

WITNESSETH:

WHEREAS, VOTI and the Church own property contiguous to each other in Venice, Florida; and

WHEREAS, VOTI and the Church intend to exchange parcels of property owned by each entity to the other entity; and

WHEREAS, upon conveyance of the property, VOTI has agreed to maintain certain improvements located on the Church property.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment of the sum of \$10.00 and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. Shared Parking.
 - (a) Future maintenance, repair and replacement of the current existing storm water management facilities located on Church property by VOTI shall be the responsibility of VOTI, unless such repair or maintenance issue was caused by the act or omission of the Church, agents or representatives.
 - (b) Except as provided herein, after initial improvements are completed, to the Church's satisfaction, at the expense of VOTI, all future repair and replacement of the Church parking lot, parking lot lighting and landscaping on Church property shall be at the expense of the Church. All utility charges for Church parking lot lighting shall remain the responsibility of the Church.
 - (c) As part of the desire to maintain consistency with the parking areas of the two properties, VOTI agrees that, at its sole expense, the Church's parking lot shall be resealed and restriped based on VOTI's regular scheduled capital maintenance plan and at a minimum of every seven (7) years.
 - (d) VOTI and the Church agree to share parking spaces associated with each other's property and to effectuate the use of this mutual agreement without disrupting the other party's use or access. Certain parking spaces of VOTI are specifically assigned and identified for residents of the community which shall be excluded for general parking use by either party. The parties agree to provide advance notice to one another for special events or circumstances that may lead to higher than normal use of parking accommodations and hold meetings as needed to ensure mutual support and cooperation of this arrangement.

Exhibit "A"

2. Porte-cochere.
 - (a) Any and all maintenance, repair or replacement of the newly constructed porte-cochere and covered walkway connecting VOTI and the Church, to include: lighting fixtures, bulbs and electrical, shall be at the expense of VOTI unless such damage, repair or maintenance issue was caused by the act or omission of the Church, agents or representatives.

3. MISCELLANEOUS.
 - (a) This Agreement shall become effective on and only on its execution and delivery of the exchange required of the parcels of property owned by each entity.
 - (b) This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.
 - (c) This Agreement may be amended by and only by an instrument executed and delivered by each party.
 - (d) No party shall be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.
 - (e) All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the laws of the State of Florida.
 - (f) The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.
 - (g) As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Agreement.
 - (h) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.
 - (i) No determination by any court, governmental body, or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.
 - (j) The parties shall cooperate with each other and shall execute and deliver, or cause to

Exhibit "A"

be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

- (k) Any party failing to comply with the terms of this Agreement will pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the other party to this Assignment as a result of such failure

IN WITNESS WHEREOF, each party hereto has executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

Witnesses:

Sign Colleen Chamberlain
Print Colleen E. Chamberlain

Sign Christine Clyne
Print Christine Clyne

SOUTHWEST FLORIDA RETIREMENT CENTER,
INC., a Florida not for profit corporation

Sign: Chris Menzies
Print: Chris Menzies
Title: Chairman of the Board of Trustees

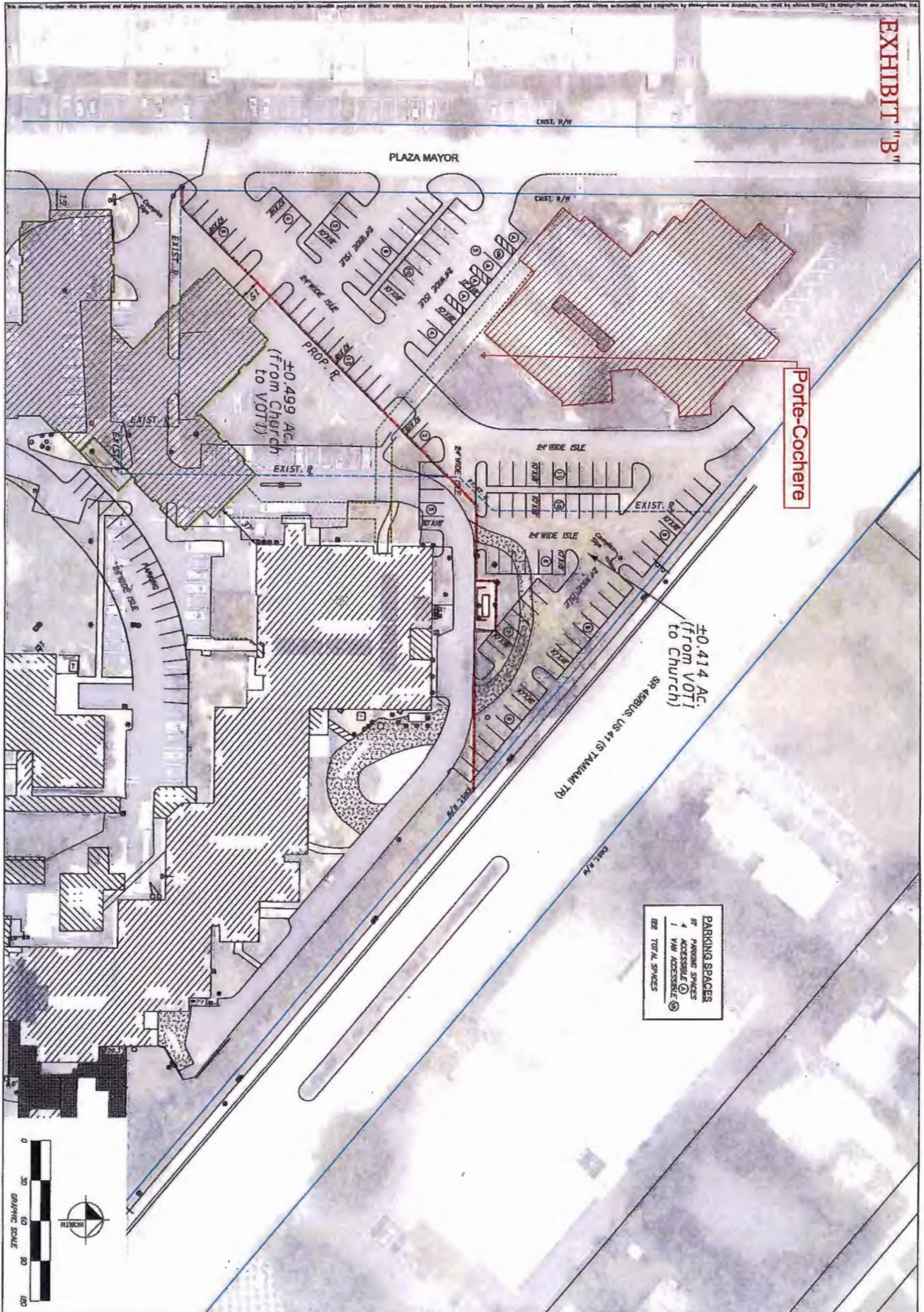
Witnesses:

Sign Colleen Chamberlain
Print Colleen E Chamberlain

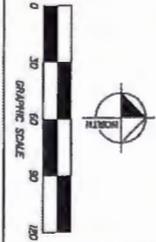
Sign Christine Clyne
Print Christine Clyne

EMMANUEL LUTHERAN CHURCH, INC, a
Florida not for profit corporation

Sign: Lois B. Steghee
Print: LOIS B. STEGHEE
Title: President of Council



PARKING SPACES
 17' PARKING SPACES
 4' ACCESSIBLE
 1' VAN ACCESSIBLE
 222 TOTAL SPACES



DATE OCTOBER 2015 14811.0.005 SHEET NUMBER 1	CITY OF VEMICE FLORIDA	VOTI MASTER PLAN PARKING LAYOUT DETAIL	SCALE AS NOTED	Kimley»Horn © 2015 KIMLEY-HORN AND ASSOCIATES, INC. 1777 SW 36th Street, Suite 200, Boca Raton, FL 33431 PHONE (841) 376-7900 WWW.KIMLEY-HORN.COM CA 00000668	NO.	REVISIONS	DATE	BY
			DESIGNED BY D.L.C.		DRAWN BY S.M.	CHECKED BY D.L.P.	DEAN L. PACKET, P.E. FLORIDA P.E. LICENSE NUMBER 58916	_____