

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA
CIVIL DIVISION**

LUPER ENTERPRISES, INC., and COASTAL
SOUND INVESTMENTS, LLC,

Plaintiffs,

vs.

CASE NO.:
DIVISION:

CITY OF BRADENTON BEACH,

Defendant.

COMPLAINT

Luper Enterprises, Inc. (“Luper”) and Coastal Sound Investments, LLC (“Coastal”), together referred to herein as the “Plaintiffs,” by and through their undersigned counsel, hereby sue the City of Bradenton Beach, Florida (the “City”), and allege:

I. PARTIES, JURISDICTION, AND VENUE

1. Luper is a Florida corporation with its principal place of business in Manatee County, Florida.

2. Coastal is a Florida limited liability company with its principal place of business in Manatee County, Florida.

3. The City is a municipal governmental entity located within the boundaries of Manatee County, Florida.

4. Pursuant to Florida Statutes §§47.011, 47.041, and other applicable law, venue is proper in Manatee County, Florida.

5. Pursuant to Florida Statutes §§26.012(2)(a), 86.011, and other applicable law, jurisdiction for each count alleged herein lies with this Court because this Complaint seeks

equitable relief relating to real property located in Manatee County, Florida.

II. FACTUAL BACKGROUND

6. Luper has owned and operated the “Bungalow Beach Resort” (the “Resort”) since 1999, only relinquishing possession for a six (6) month period, but never losing management control, during the Great Recession while waiting on financing.

7. The Resort has been operated as a Gulf-front vacation venue revolving around a set of authentic “cracker cottages” with some rumored to being relocated from Egmont Key in the 1930s, shortly after the Federal Government removed Fort Dade as an active military base during 1923. The owner of Luper is Gayle Luper, who operates the Resort with her son Jason Luper as site manager. Ms. Luper has a background in the insurance industry, the construction industry, and the management of beach-front resorts on Marco Island, Siesta Key, and Anna Maria. The Resort has thrived over the years, with many accolades bestowed in the tourist industry, both for its management and for the desirable historic venue itself. An anthology of photographs of the Resort are attached hereto as Exhibit “A.”

8. The Resort consists of three (3) separate, but interconnected, areas: The “Razed Parcels,”¹ the “Duplex Parcel,”² and the “Single-Family Parcel.”³ Ms. Luper, through the Plaintiffs, owns and operates the Resort through the Razed Parcels, acquired in 1999, the Duplex Parcel, acquired and incorporated into the Resort in 1999, and the Single-Family Parcel acquired and incorporated into the Resort in 2024, (collectively, the “Resort Properties”). Importantly, the

¹ The Razed Parcels encapsulate three (3) parcels, listed with the Manatee County Property Appraiser as: 2000 Gulf Drive North, Bradenton Beach, Florida 34217 (Parcel ID: 7692700003); 2000 Gulf Drive North, Unit 1, Bradenton Beach, Florida 34217 (Parcel ID: 7431000004); and 2104 Gulf Drive North, Bradenton Beach, Florida 34217 (Parcel ID: 7431900005).

² The Duplex Parcel encapsulates one (1) parcel, listed with the Manatee County Property Appraiser as: 2103 Avenue C, Bradenton Beach, Florida 34217 (Parcel ID: 7429500007).

³ The Single-Family Parcel encapsulates one (1) parcel, listed with the Manatee County Property Appraiser as: 2108 Gulf Drive North, Bradenton Beach, Florida 34217 (Parcel ID: 7431300008).

Razed Parcels have continuously supplied parking, including overflow parking, for operations at all the Resort Properties, including parking for Ms. Luper, managers, housekeepers, maintenance, and service workers, as well as Resort guests. The Resort has continuously charged for parking through payment of a “resort fee,” which includes parking and access to the Resort’s many amenities.⁴

9. Having a background in insurance, Ms. Luper was concerned that the intensity of hurricane seasons presented a threat to the beach front cottages that made up the core of the Resort. Accordingly in 2017, Ms. Luper engaged Brian Phipps (“Phipps”) to design a 1920s – 1930s rebuild of the Resort, and Leo Mills & Associates, Inc. (“Mills”) to prepare a report that would remove any doubt as to the dimensions of the airspace and volume if the unthinkable were to happen. The plans ultimately finalized by Phipps and Mills were predicated upon the City’s existing Land Development Code at the time (as amended, the “Code”), enabling owners of grandfathered properties to build back within the same airspace and volume in the event of a total loss by a natural disaster.

10. The report prepared by Mills, and the preliminary architectural plans by Phipps were ultimately submitted to the City, with the City’s building official and planner acknowledging receipt in 2017. Although no formal approval or authorization was necessary or appropriate, it was agreed at the time that Mills and Phipps had properly prepared documentation consistent with Luper’s entitlement in the event of a natural disaster.

11. During the Hurricane Season of 2024, the Gulf Coast was buffeted by Hurricane Helene on September 27 and Hurricane Milton on October 9 (together, the “Hurricanes”). Hurricane Helene devastated the Resort, reducing many of the original cottages to rubble. Both

⁴ According to the American Hotel and Lodging Association, “resort fees” commonly incorporate the cost of pool use, gym access, towel services, Wi-Fi, newspapers, shuttles, and daily parking.

the City's building officials and engineers of Luper's insurers reached the same conclusion after the Hurricanes, condemning the Razed Parcels and deeming them to be a total loss. Photographs of the damaged Razed Parcels immediately after both Hurricanes passed through the area are attached hereto as Exhibit "B."

12. On October 1, 2024, Luper e-mailed plans to the City for reconstruction of the damaged portion of the Resort, consistent with the work done several years earlier by Mills & Phipps. Ms. Luper was one of the first local business owners to proactively address the issue, and she rapidly assembled the financing, construction, and other teammates necessary to rebuild the damaged portion of the Resort.

13. Ms. Luper never ceased operating the Resort. A copy of the Resort's website is attached hereto as Exhibit "C," and it should be noted that the Duplex Parcel and the Single-Family Parcel have been continuously operated and occupied since the Hurricanes. Importantly, all of the Resort Properties operate under a "Transient Public Lodging Establishment" ("TPLE"), a copy of which is attached hereto as Exhibit "D." The TPLE and related business tax receipts for the Resort expressly include and account for parking, as well as eighteen (18) rental units, included in which are units in the Duplex Parcel, which as stated above have never ceased operations.

14. Ms. Luper has been very dedicated to pushing the restoration process forward and by February 1, 2025, the Razed Parcels were completely clear of debris. At this time, Ms. Luper advised the City of her plan to reopen the Razed Parcels to continue parking in the manner that had been conducted by the Resort for over twenty-five (25) years. Ms. Luper was then advised by the City that she must file a parking permit in order to continue charging a resort fee for parking. Accordingly, on February 3, 2025, Ms. Luper applied online for a parking permit at the Razed Parcels.

15. On February 4, 2025, Ms. Luper's son received a phone call at the Resort from City Planning Director, Luis Serna, and proposed the plan of reopening the Razed Parcels for resort-fee parking to the public to Mr. Serna, who advised that he saw no issues with the plan. Following Mr. Serna's tacit approval, Ms. Luper or her son never received any further communication from the City regarding the parking plan, and Ms. Luper later found that as of March 27, 2025, the City voided the parking permit she applied for without any notice or opportunity to be heard on the issue.

16. Following Mr. Serna's approval, on March 3, 2025, Luper began the process of replacing stone pebbles throughout the portion of the Razed Parcels that was previously utilized for parking at the Resort. For the past twenty-five (25) years, Luper had maintained the parking areas of the Razed Parcels in this manner with no objections from the City. A temporary fence was constructed to protect neighbors and the surrounding area from wind gusts displacing any sand or replaced stone pebbles. Photographs of the cleared area from different angles are attached hereto as Exhibit "E."

17. By October 1, 2024, Ms. Luper had submitted preliminary plans to the City via e-mail, depicting her intent to rebuild at the Razed Parcels within the previously standing airspace and volume as she is entitled. However, no action was taken despite repeated calls, texts, e-mails, and visits to City officials. During February of 2025, Ms. Luper's son again sought a meeting with the City officials to review what was being referred to as a "major development project." A virtual meeting did in fact occur on February 19, 2025, during which Mr. Serna indicated that the preliminary plans "looked appropriate," and requested a small change to the entry and exit for parking at the Razed Parcels, which was promptly accepted. However, this came short of an approval of the process until the final drawings go before the city commission, and during the

ensuing weeks there has been ongoing concern that the application process might lose sight of the fact that Luper has an absolute entitlement to rebuild within the airspace and volume under the Code.

18. While waiting on the City and the inevitably delay-ridden process that lay ahead, and after previously discussing resort-fcc parking at the Resort with Mr. Serna, Ms. Luper and her son Jason took action to make the best of their situation. On March 14, 2025, a portion of the Razed Parcels was re-opened for parking at the stated rate of \$50 per car per day, for twenty-nine (29) parking spaces. Although the mathematical consequence is \$1,450 per day, there would be every reason to expect a higher return based upon percentage of occupancy with most patrons staying less than the full day. Obviously, this source of income is considered vital to the going concern as the Resort transitions through the current challenges. Although seasonal fluctuation impacts profitability, and although Anna Maria is experiencing a dip in tourism based upon its slow rebound from the Hurricanes, Luper's projections of nearly \$300,000 for 2025 would be reasonable.

III. CODE ENFORCEMENT ACTION AND THE CITY DETERMINATION

19. After parking approximately fourteen (14) cars on the morning of March 14, 2025, Evan Harbus, in his capacity with the Code Enforcement division of the City, directed that all parking at the Razed Parcels cease immediately. The City's officials advised that any vehicles violating these instructions would be towed, including vehicles owned by the Plaintiffs, vehicles of Resort employees, its construction or maintenance-related crews, previous and potential guests and the paying public. Although disagreeing with this action, Luper complied and then sought out counsel to analyze the situation and respond.

20. On March 16, 2025, a Sunday, immediately following the parking incidents described above, Ms. Luper submitted to the City an application for temporary parking, as well as a \$300 check and related materials based on a suggestion from Mr. Harbus (collectively, the “Temporary Application”). A copy of the materials submitted as the Temporary Application are attached hereto as Exhibit “F.” At the time, Ms. Luper questioned why she would be required to submit an application to continue conducting Resort-related parking activities that fall well within the Plaintiffs’ rights via the Resort as a permitted TPLE. The Resort is properly permitted to conduct a defined and legitimate business, has never ceased operating even for a day, and has continuously charged a resort fee of \$50-\$59, which includes parking. The Resort’s charging a resort fee to the public for parking and amenity use is a consistent and well-founded practice employed by several similar resorts in the region, frequently known as a “Resort Pass.”

21. Local law controlling question as to the ability of the Resort to continue its ordinary course parking activities, §214.3 of the Code, provides in pertinent part as follows:

214.3.1. Nonconforming structures shall be allowed to rebuild to the same density and building volume, and shall comply with and be elevated to the minimum height required by the Florida Building Code, and in conformance with otherwise required setbacks to the greatest extent possible.

214.3.2. Lots, structures or uses which were lawful at the effective date of this Code, but are determined to be nonconforming by this Code, shall be permitted to continue until they are voluntarily removed, determined to be unsafe, relocated, removed or abandoned.

Parking at the Razed Parcels was never voluntarily removed and has continued consistently both before and after the Hurricanes.

22. On April 17, 2025, Luper’s Temporary Application was heard by the City at a “City Commission Meeting” (the “City Meeting”). At the City Meeting, the governing body of the City

(the “City Commission”), granted in part the Temporary Application, with a set of conditions (collectively, the “Parking Restrictions”). The City Commission reached an oral consensus on the Parking Restrictions, which provide as follows:

- a. parking at the Razed Parcels is permitted for a period of one (1) year or thirty (30) days from the issuance of a building permit;
- b. parking at the Razed Parcels is limited to seventeen (17) parking spaces per the TPLE;
- c. no trailers, recreational vehicles, campers, or buses, are allowed to park at the Razed Parcels, and no tailgating, overnight parking, or paid parking shall be conducted;
- d. only employees, agents, or registered guests of the Resort are allowed to park at the Razed Parcels; and
- c. parking at the Razed Parcels is limited to 7:00 a.m. to 9:00 p.m., enforced by a towing service secured by Luper.

A copy of the Parking Restrictions, as adopted by the City Commission and reduced to writing, provided by the City, is attached hereto as Exhibit “G.”

23. The Parking Restrictions promulgated by the City have the practical effect of (a) restricting use of the Razed Parcels to groups of individuals only as the City sees fit, (b) dictating how and when Ms. Luper can use her own property, (c) dictating the manner in which Luper and its principals and employees can operate their business of the Resort, and (d) encouraging impractical and arbitrary enforcement of restrictions based in unobjective findings of fact. The convoluted and prohibitory nature in which the Parking Restrictions were adopted deprived the Plaintiffs of a meaningful opportunity to be heard at the City Meeting, and the Parking Restrictions divest the Plaintiffs of valuable property rights in the Razed Parcels.

24. The Plaintiffs, through their operation of the Resort, have been allowed to park vehicles on the Razed Parcels for the benefit of Resort staff, Resort guests, and the public for over twenty-five (25) years. Despite the damage to the Community caused by the Hurricanes, and the concern that the City Commission should not compound the corresponding hardships, the City Commission has now decided for the first time in history to inhibit parking at the Resort, and revoke the Plaintiffs' property rights that have been grandfathered in through decades of consistent use.

25. Upon information and belief, the decisions of the City Commission are tainted by ulterior interests and motivations that are not appropriate for consideration under any authority that the City may possess under the Code or otherwise. An affidavit of the former building official for the City is attached hereto as Exhibit "H," and confirms that no permit of any kind should have been required for parking to resume at the Razed Parcels, as Luper was entitled "by right" to continue this long-standing practice.

26. As a direct and proximate result of the actions of the City's arbitrary and capricious regulation of parking on the Razed Parcels, the Plaintiffs have lost valuable property rights in the Razed Parcels, and continue to suffer significant loss of income each day that passes. Because the fiat of the City Commission is without any sound basis in law or equity, it should not be enforced. The fact that the City disagrees with the Plaintiffs regarding the same is the subject of a controversy now brought to this Court for adjudication (the "Parking Controversy").

IV. CONCLUDING ALLEGATIONS

27. All requirements and conditions precedent to bringing of this cause have been satisfied, performed, and/or waived by the Plaintiffs and/or the City.

28. With respect to each cause of action set forth herein, the conduct of the City has required the Plaintiffs to retain the undersigned law firm for purposes of initiating this cause. The Plaintiffs have agreed to pay the undersigned law firm a reasonable fee for its services rendered and costs incurred.

COUNT I: DECLARATORY RELIEF

29. This is an action by the Plaintiffs against the City for declaratory relief pursuant to Florida Statutes §86.011 et seq. and other applicable law as it relates to the Parking Controversy, requesting that this Court declare that the City has deprived the Plaintiffs of valuable property rights in and to the Razed Parcels in contravention of the City's own Code provisions as well as the United States Constitution and Florida Constitution.

30. The Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 28, as if fully set forth herein.

31. Luper took ownership of the Resort in 1999 through the Razed Parcels, which included the Duplex Parcel, and the Single-Family Parcel was purchased in 2024. Resort staff, guests, and the general public have consistently utilized the Razed Parcels for Resort parking since acquisition of the same, and the Duplex Parcel and Single-Family Parcel have similarly employed the space since their respective acquisitions.

32. Pursuant to the Code, Luper is not only entitled to rebuild up to the same density and building volume, but also continue the parking that has occurred on the Razed Parcels since 1999. Despite this, the City has (a) ordered the Plaintiffs to cease parking at the Razed Parcels, (b) instructed the Plaintiffs to file the Temporary Application, (c) enacted unreasonable Parking Restrictions, and (d) disallowed parking on the Razed Parcels for an ongoing period of over thirty

(30) days. The course of action undertaken by the City in these regards has deprived the Plaintiffs of their valuable property rights.

33. There is a bona fide, actual, present, and practical need for this Court's declaration of the parties' rights and obligations regarding the Parking Controversy. Each day that passes presents a greater infraction against the Plaintiffs by the City, as the City is acting under color of governmental authority to deprive the Plaintiffs of their rights to sole use and enjoyment of the Razored Parcels.

34. The damage from the City Commission's recent ruling cannot be measured strictly in terms of lost income derived from the parking amenity, because of the larger consequences impacting the Resort itself. In these regards, it is noted that lenders, contractors, subcontractors, employees, agents, and tourists are all dependent upon the viability of the Resort on some level. Even the City itself should recognize that the vigor of the Community and the size of the tax base depends upon whether good corporate citizens will be able to continue the status quo of their business operations in the aftermath of the Hurricanes, this historically unprecedented pair of acts of God.

35. The facts surrounding the Parking Controversy are readily ascertainable and can be readily established. The Plaintiffs and the City (together, the "Parties"), require timely adjudication of the Parking Controversy as the status of current business, financial, and legal affairs continue to create an unacceptable situation for all involved. The City has in essence handcuffed the Plaintiffs' right to use their property and the Resort's ability to operate at a time in which the Plaintiffs, the City, and the local area are attempting to work together to recover from the Hurricanes.

36. Accordingly, the Plaintiffs seek declaratory relief regarding the Parking Controversy.

37. The rights of the Parties, and other interested parties, are dependent upon the adjudication of the Parking Controversy.

38. The Parties are all before this Court, and thus this is the correct forum in which to determine the rights of the Parties.

39. A range of equitable considerations, including a weighing of the relative burdens on the Parties to this proceeding, and the equitable nature and authority of this Court, dictate that declaratory relief regarding the Parking Controversy is appropriate.

40. The Parking Controversy presented in this count is ripe. The Parties are unsure as to their relative rights and remedies as to the Parking Controversy. The Parties require this Court's declaratory relief in order to proceed.

WHEREFORE, the Plaintiffs request this Court grant declaratory relief in favor of the Plaintiffs and against the City with respect to all aspects of the Parking Controversy defined above, by declaring (a) the City's Temporary Application permit and corresponding Parking Restrictions are null and void, (b) the Plaintiffs are entitled to have parking at the Razed Parcels resume in the same manner it was conducted prior to the Hurricanes, and (c) granting such other relief that is necessary and proper.

COUNT II: MANDATORY AND PERMANENT INJUNCTION

41. This is an action for a mandatory and permanent injunction brought by Luper against the City.

42. Luper realleges and incorporates by reference the allegations in paragraphs 1 through 28 as if fully set forth herein.

43. Luper is the rightful owner of the Razed Parcels and therefore experiences the benefit of having a wide range of rights to operate the Razed Parcels in a manner it sees fit, subject to the Code and other applicable laws and regulations.

44. The City exceeded its authority under the Code and other local rules and regulations by issuing the Parking Restrictions, which amount to a near ban on parking at the Razed Parcels, in direct violation of Luper's property rights to the same and the allowance by the City of parking at this location for over two (2) decades.

45. Since suffering the hurricane-related damage described above at the Razed Parcels and other properties, the Plaintiffs and their principals have moved with all deliberate speed to clear, clean, and revitalize the Razed Parcels, by turning the same into a profitable and beneficial parking option for not only guests of the Resort, but also the public at large.

46. The overreaching Parking Restrictions at the Razed Parcels will inevitably and impermissibly encroach upon, infringe, and otherwise interfere with Luper's rights associated with its ownership of the Razed Parcels.

47. The irreparable harm to Luper is overwhelming and outweighs any harm suffered by the City based upon the relief sought. Luper is entitled to injunctive relief because there will be irreparable harm to Luper should the City continue to unnecessarily restrict parking at the Razed Parcels.

48. The losses that will be suffered by Luper as a result of the City's conduct cannot be fully or adequately compensated in money damages, and Luper does not have an adequate remedy at law.

49. Greater injury will be inflicted on Luper by the denial of injunctive relief than would be inflicted upon the City by the granting of such relief, as the parking at the Razed Parcels sought by the Plaintiffs will not harm the City.

50. The public will benefit by the issuance of an injunction allowing Luper to utilize and operate its property and business in a reasonable manner without overbearing interference from the City.

51. All conditions precedent required for the maintenance of this action and relief requested have been satisfied, performed, fulfilled or waived.

WHEREFORE, Luper requests that a mandatory and permanent injunction be imposed against the City by requiring the City to rescind its Temporary Parking permit and corresponding Parking Restrictions and allowing Luper full use of its property within the limits of the applicable laws and regulations, and granting all other relief that is just and appropriate.

DATED this 25th day of April, 2025.

/s/ John A. Anthony
JOHN A. ANTHONY, ESQUIRE
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
CHARLES D. PRESTON, ESQUIRE
Florida Bar Number: 1059243
cpreston@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 South Ashley Drive, Suite 1600
Tampa, Florida 33602
Telephone: 813/273-5616
Facsimile: 813/221-4113
Attorneys for the Plaintiffs

EXHIBIT

“A”

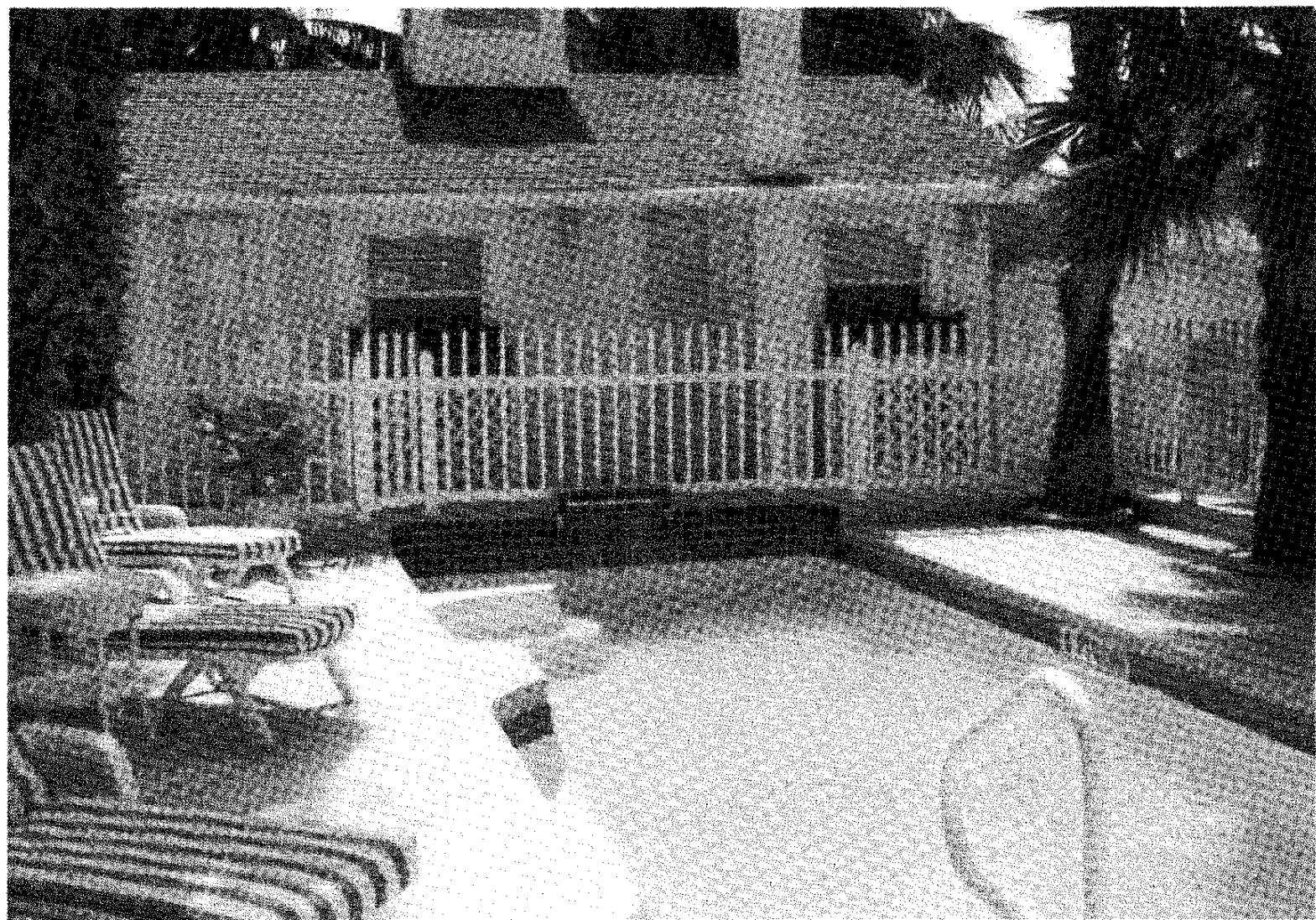


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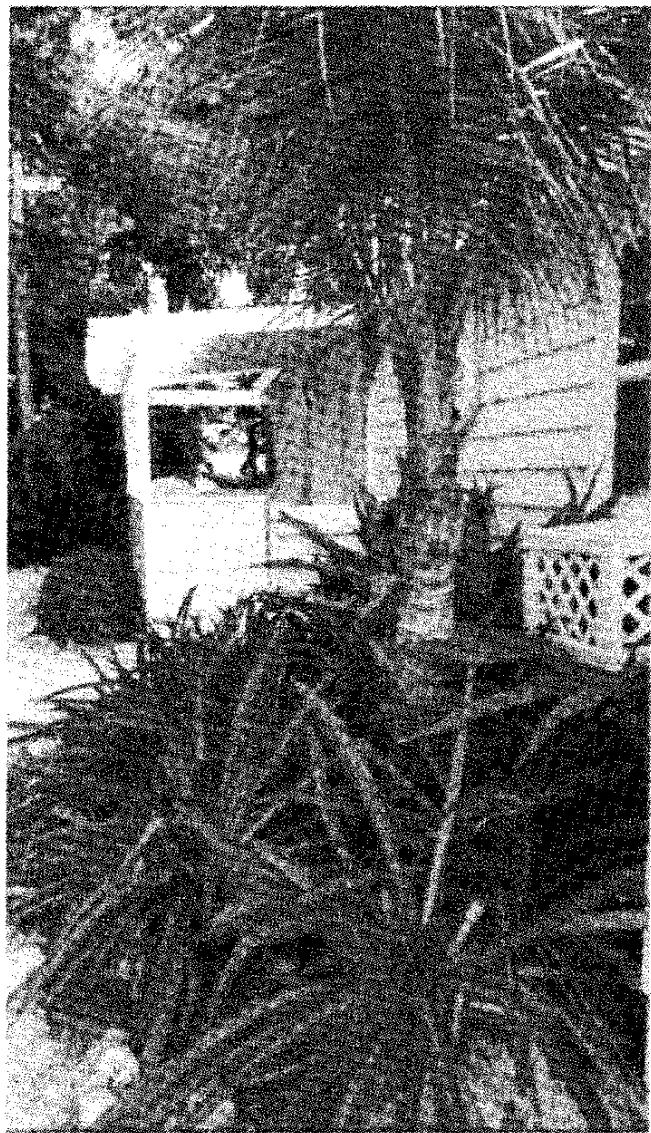


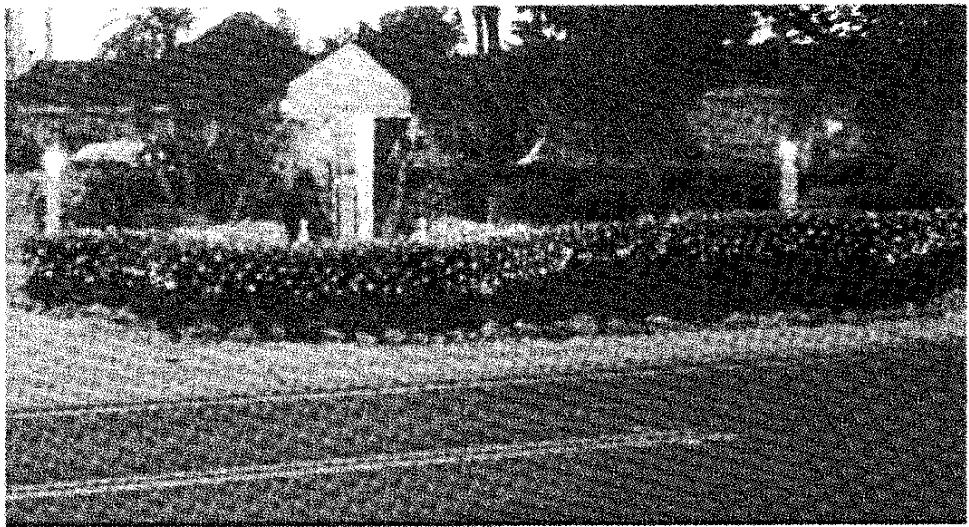


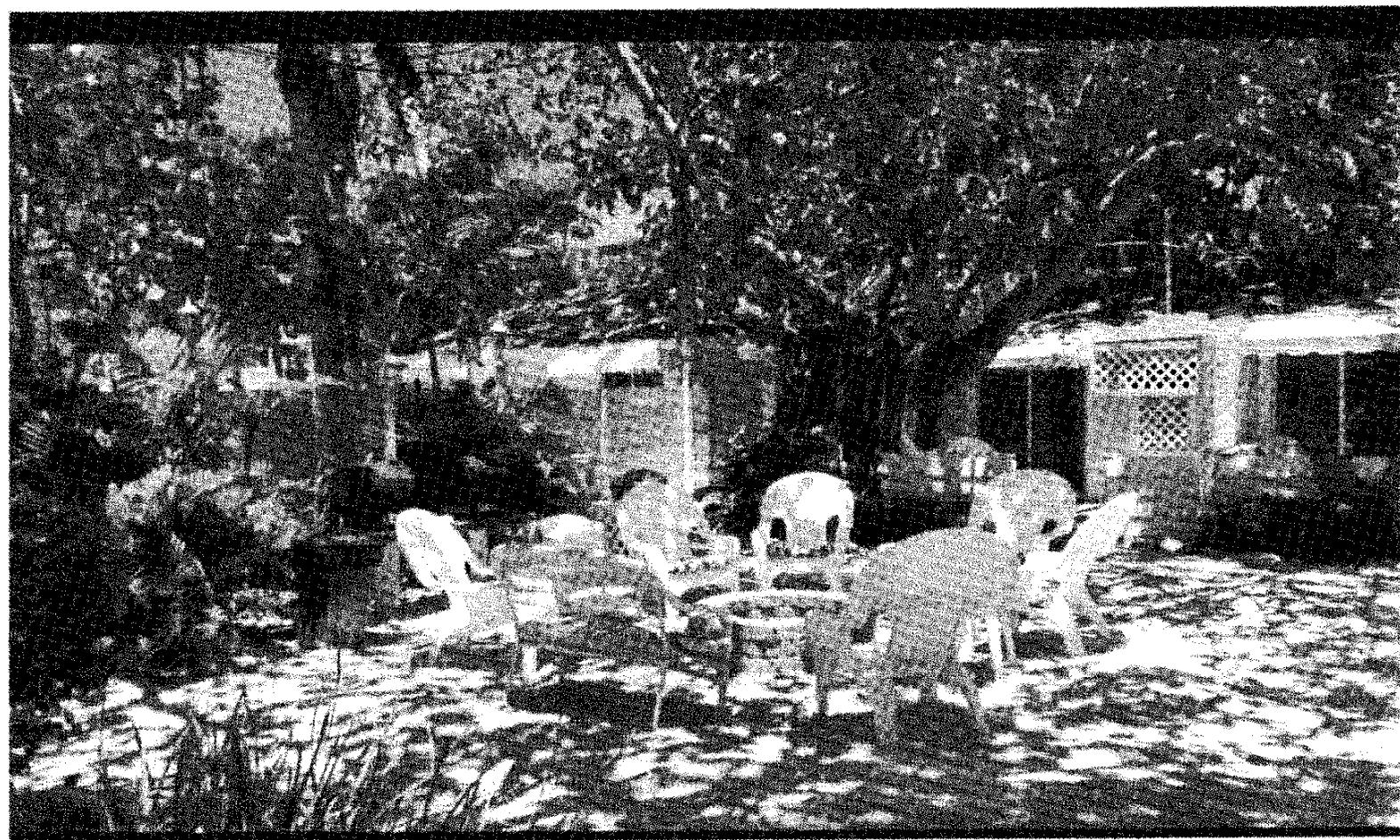






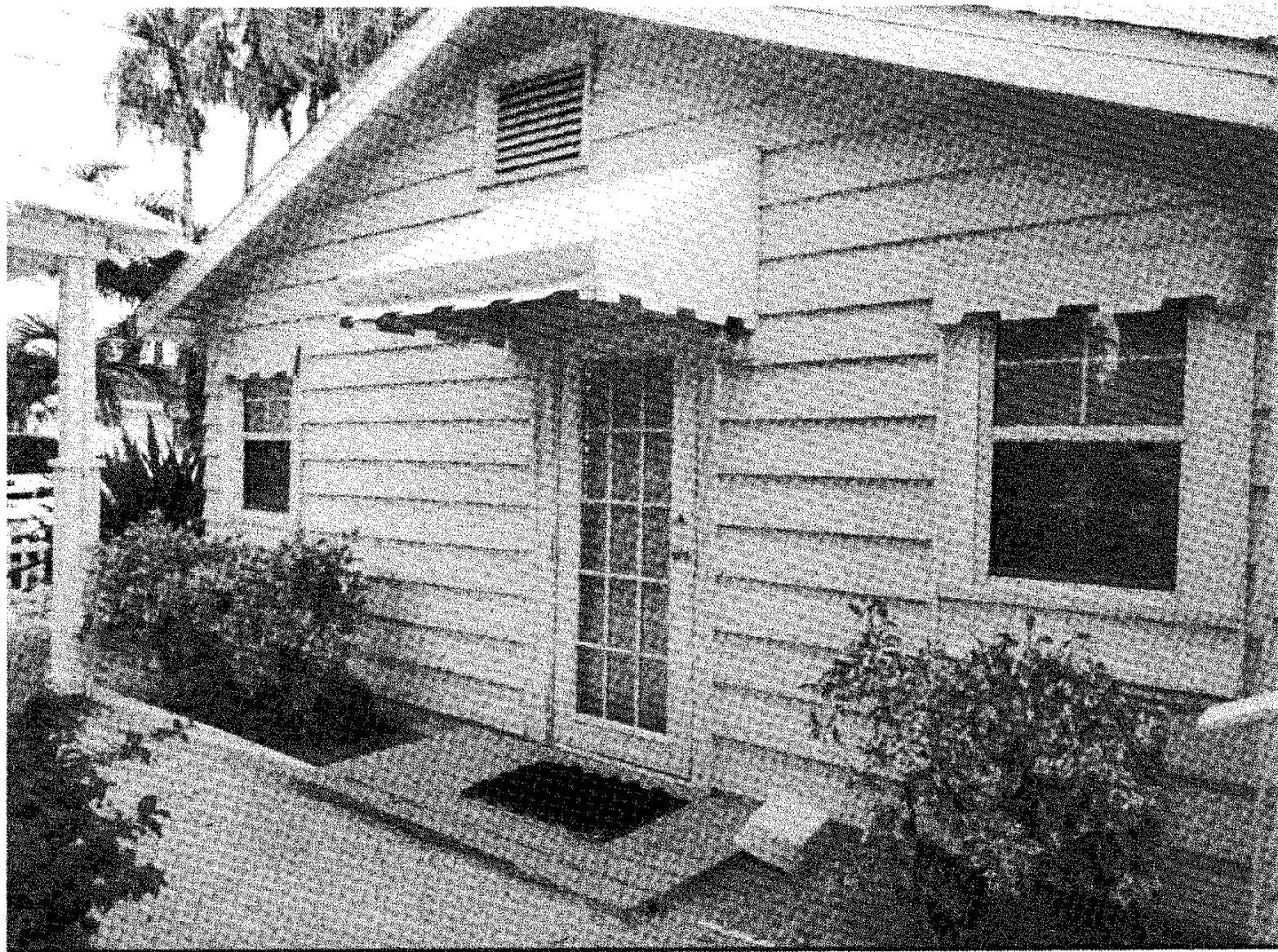












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EXHIBIT

“B”



















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EXHIBIT

“C”



Reservations | Bungalows | Resort Info | Anna Maria Island | Contact Us | Accessibility



Availability

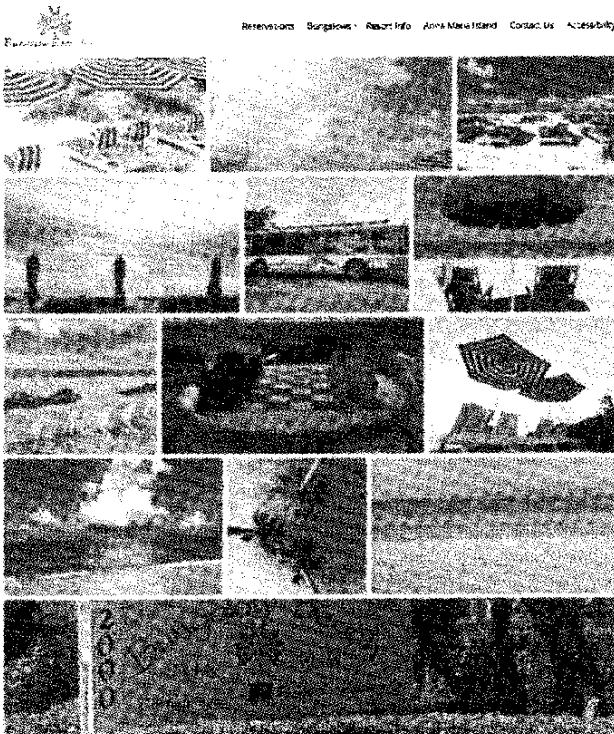


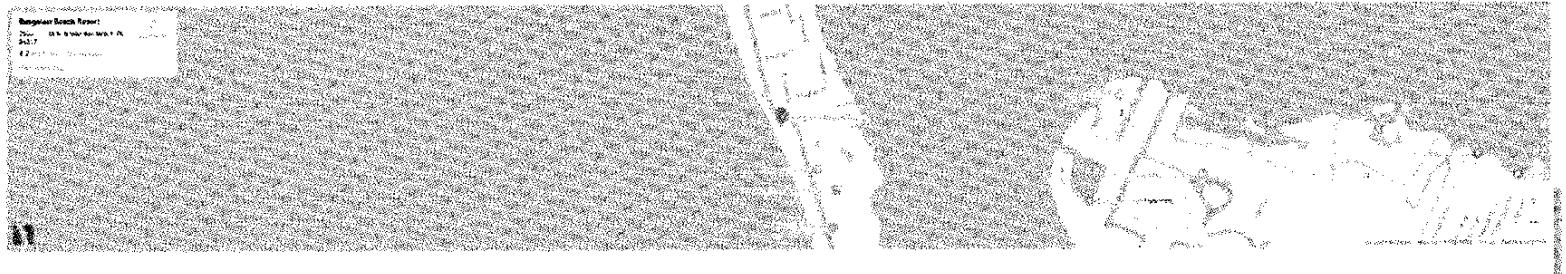
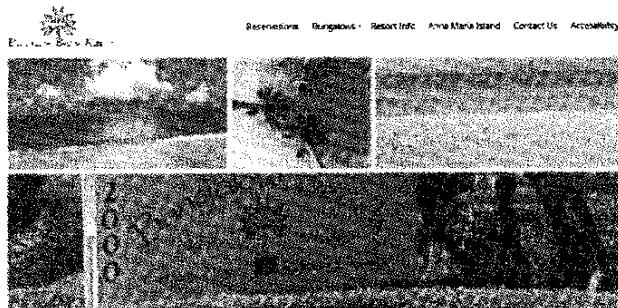


Aftermath of Hurricanes Helene & Milton

Hurricanes Bertha & Fran left the area bungalows very hard. Although quite charming, the wooden cottages had 10% of the sand and directly in the sand were simply no match for the severe damage brought on by Hurricane Linda. Partially hand built it was the golf hole damaged. The debris was laid away, the walls collapsed and their contents scattered by the waves. We are heartbroken at the loss of nearly 1/3 of the older bungalows (Bungalows 2104, 2105, 2106, 2107) and are happy to say that we still have several beautiful ones standing. And we are excited to bring the new "Bungalow Beach Resort" one existence, designed to house the original Old Forts charm of its 1920's bungalows.







Contact Us

2500 Gulf Drive North
Anna Maria Island, Bradenton Beach, FL 34217
904-779-3601
bungalow@bungalowbeach.com

[Sign up for our Newsletter](#)



EXHIBIT

“D”

City of Bradenton Beach
167 Gulf Drive North
Bradenton Beach, FL 34217

PAID IN FULL

Luper Enterprises Inc. d/b/a Bungalow Beach Resort
PO Box 4176
Sarasota, FL 34230

City of Bradenton Beach Transient Public Lodging Establishment License

Number:	TPL24-000051	Effective Date:	10/01/2024
Business:	Bungalow Beach Resort - 2000	Expiration Date:	05/02/2025
Owner:	Luper Enterprises Inc. d/b/a Bungalow Beach Resort	Unit Number:	
Property Address:	2000 GULF DR N	# of Units:	1
24 Hour Contact Name:	A. Gayle Luper	Fee Amount:	Exempt
24 Hour Contact Number:	9417783600 9416853995 9416853995	Credit Amount:	
Occupancy Capacity:	30	Number of Bedrooms:	11
Number of Parking Spaces:	17		

City of Bradenton Beach Transient Public Lodging Establishment License

Number:	TPL24-000051	Effective Date:	05/01/2024
Business:	Bungalow Beach Resort - 2000	Expiration Date:	05/02/2025
Owner:	Luper Enterprises Inc. d/b/a Bungalow Beach Resort	Fee Amount:	Exempt
Property Address:	2000 GULF DR N	Penalty:	
24 Hour Contact Name:	A. Gayle Luper	Credit Amount:	
24 Hour Contact Number:	9417783600 9416853995 9416853995	Payable Amount:	

Per Ordinance No. 17-436 (Section 6A), Each TPLF shall display the City-provided identification label ("label"). The identification label ("label") shall be displayed during all times the transient rental is being rented on a transient basis (i.e. if unit is only rented out two weeks a year, the "label" only needs to be displayed during those two weeks). The "label" may be posted anywhere on the property where the information is readily available to the public.

?

City of Bradenton Beach
107 Gulf Drive North
Bradenton Beach, FL 34217



PAID IN FULL

Gayle Luper
PO Box 4176
Sarasota, FL 34230

City of Bradenton Beach Rental Business Tax Receipt

Number:	RBT17-001544		
Business:	Bungalow Beach Resort/Luper Enterprises Inc. Motel/Resort Number of Units: 18	Effective Date:	10/01/2024
Owner/Applicant:	LUPER ENTERPRISES INC	Expiration Date:	09/30/2025
Business Address:	2000 GULF DR N		
Business Type:	Rentals - Motel	# of Units:	18
Business Activity:	2103 Avenue C (2 Units) ; 2000 Gulf Dr N (14 Units); 2104 Gulf Dr. N. (2 Units)	Fee Amount:	\$274.55

City of Bradenton Beach Rental Business Tax Receipt

Number:	RBT17-001544		
Business:	Bungalow Beach Resort/Luper Enterprises Inc. Motel/Resort Number of Units: 18	Effective Date:	10/01/2024
Owner/Applicant:	LUPER ENTERPRISES INC	Expiration Date:	09/30/2025
Business Address:	2000 GULF DR N	Fee Amount:	\$274.55
Business Type:	Rentals - Motel	Penalty:	\$41.18
Business Activity:	2103 Avenue C (2 Units) ; 2000 Gulf Dr N (14 Units); 2104 Gulf Dr. N. (2 Units)	Payment Amount:	\$315.73
		Payment Date:	11/19/2024

EXHIBIT

“E”

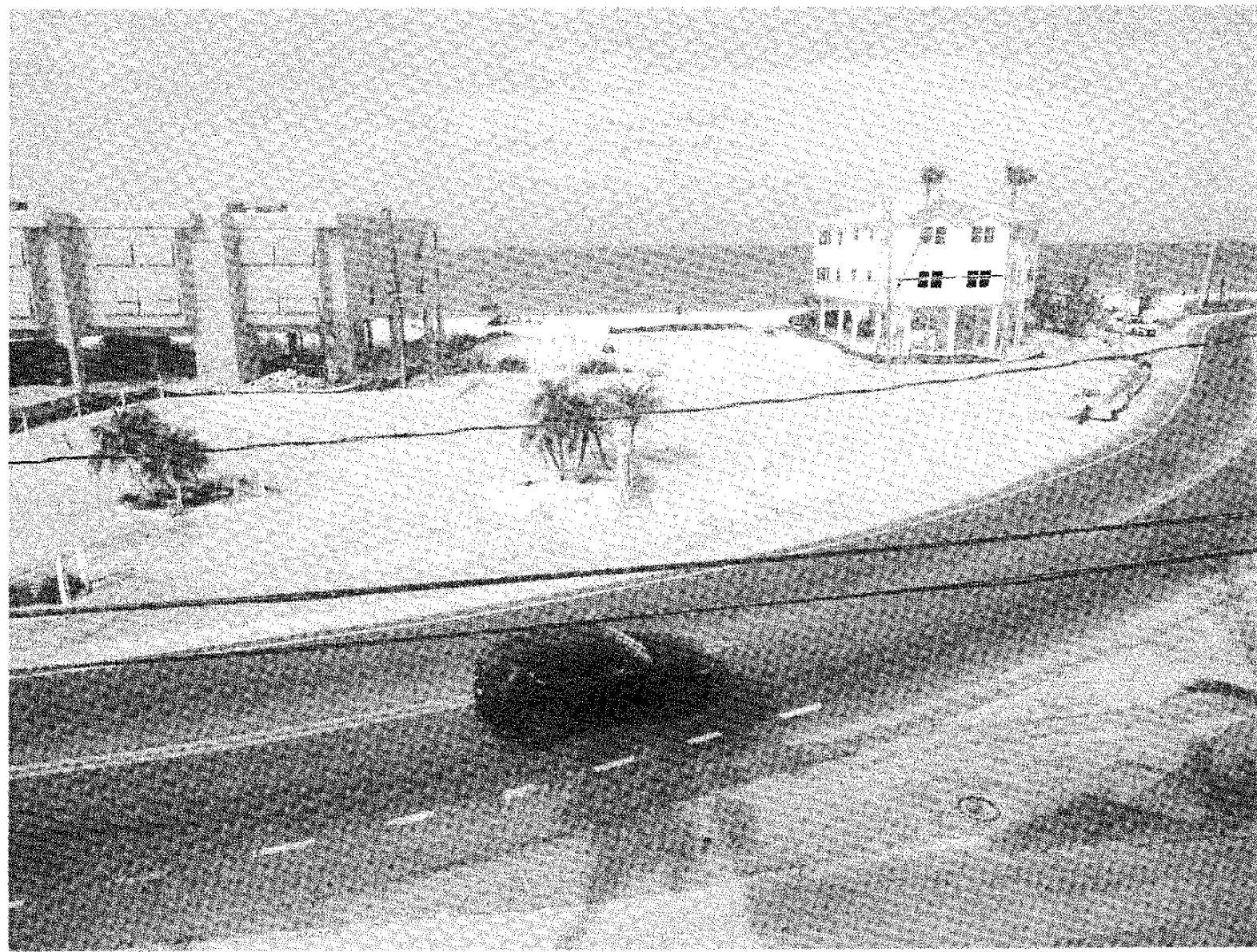


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EXHIBIT

“F”

March 16, 2025

To: Bill Palmer, City of Bradenton Beach Building Official
From: A. Gayle Luper, Luper Enterprises, Inc.

Attached is our application to continue to allow paid parking on our hotel premises as we have done for 25 years. We are including our parking map as requested.

We question whether a parking permit and a \$300. a permit fee is required for us to continue these operations. In the past, if you had an issue with our parking lot, you simply let us know, we fixed it and that was the end of it.

However, we will submit this application only in an abundance of caution.

While most of our bungalows were lost mainly due to Hurricane Helene we will rebuild,

We are happy our other bungalows are still in operation, and we are happy we can accommodate our guests, potential future guests and our employees with parking.

We appreciate the City working with us and others on the island to allow us to return to business as usual in these unique times.



A Gayle Luper
Luper Enterprises, Inc.

Ps: We will drop off the \$300. check for permitting to your office tomorrow

Cc: Donald W. Scarlett, Jr., Esq.

**City of Bradenton Beach
Temporary Use Application form
Request for city Commission Approval**

Date Received _____

Received by _____

Fee Received _____

The Temporary Use Permit application is for the placement of Tents, construction Office trailers or storage containers and FEMA post disaster trailers.

The following items must be submitted for consideration 60 days in advance:

1. Diagram of use and location; such as Google Earth or similar
2. Hours and duration of operation stated on diagram; and
3. Application fee of \$300.00

The following information must be provided for the application to be considered complete;

APPLICANT INFORMATION:

Name: Luper Enterprises, Inc. Email: gagle@bungalowbeach.com
Address: P.O. Box 4176 City/Zip Bradenton, FL 34230

Phone Number: 941-685-3995 Fax#:

PROPERTY OWNER INFORMATION: (attach a separate sheet if there are multiple owners)

Name: gagle Email:

Address: City/State/Zip

Phone Number: Fax#:

PROPERTY INFORMATION:

General Location: 2000 Gulf Dr. 1/2 mi. west of Dr. N.
Legal Description:

Zoning Designation: R-3

Please answer the following questions:

Describe the proposed use:

*Currently part of our beach resort
with parking*

Provide the hours and duration of operations for the site:

9am - 9pm

Does the use impair the normal operation of a present or future permanent use on the site? Please explain:

No & No

Provide the proposed duration of permit.

Start Date 03/17/25 End Date

I hereby acknowledge that if approved, this application will be invalidated if there is any violation of the terms and conditions under which it was issued or if there is any deviation from the use described herein. I further acknowledge that this permit can be revoked for any false, erroneous or misleading information provided with this application.

Signature of Applicant L. Payne Loper Date 03/17/25

OFFICE USE ONLY

Approved this _____ day of _____, 20____ for the duration of

City Clerk _____

Building Official _____

Public Works _____

Chief of Police _____

Fire Marshall _____

Luper Enterprises Inc
DBA Bungalow Beach Resort
PO Box 4176
Sarasota, FL 34230

EZShield® Check
Fraud Protection

5204
64-60611

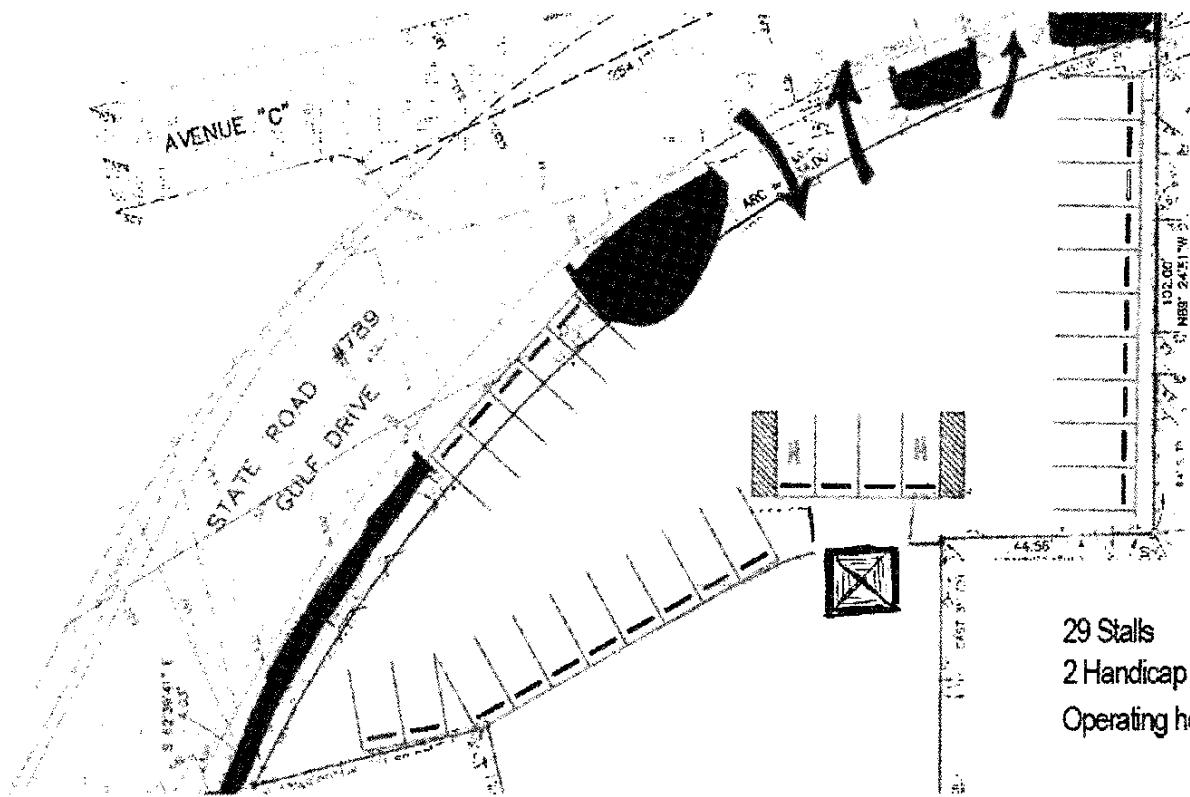
Date 03/16/25

Pay to the
Order of

City of Bradenton Beach 300.-
three hundred no/rd Dollars Security details
 on back

For

Parking Permit Gayle Luper
5204



29 Stalls
2 Handicap
Operating hours 9am-9pm

EXHIBIT

“G”

From: Bianca Martinez
To: Robert, Chase, Preston; jones.blum@wvsh.bv
Cc: Terri Sandlements; Ruth Stief
Subject: Luper/Beach Bungalows Motion and Conditions
Date: Wednesday, April 23, 2025 10:15:42 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning everyone,

Here are the consensuses that were made along with the motion that was passed for the Luper matter from the City Commission Meeting on 4/17/25.

CONSENSUS BY THE COMMISSION TO ALLOW SOME TYPE OF PARKING.

CONSENSUS BY THE COMMISSION TO ADD THE CONDITION THAT THIS PERMIT WILL BE VALID FOR A PERIOD OF 1 YEAR OR 30 DAYS FROM THE FIRST ISSUANCE OF THE BUILDING PERMIT – WHICHEVER IS LESS.

CONSENSUS BY THE COMMISSION TO ADD CONDITION NUMBER 1 – TO LIMIT THE PARKING OF MOTOR VEHICLES WITH NO MORE THAN 17 PARKING SPACES (DUE TO WHAT WAS PRESENTED IN THE LICENSE).

CONSENSUS BY THE COMMISSION TO ADD CONDITION NUMBER 4 WITH CHANGES – NO TRAILERS, RVS, CAMPERS, BUSES, OVERNIGHT PARKING, OR TAILGATING [OR PAID PARKING.] PARKING SHALL BE ONLY FOR EMPLOYEES, AGENTS OR REGISTERED GUESTS OF THE RESORT.

CONSENSUS BY THE COMMISSION TO STRIKE CONDITIONS NUMBERS: 6,7,8, AND 9 GIVEN THE FACT THAT MEMBERS OF THE PUBLIC ARE NOT GOING TO BE USING THE PROPERTY IN THE SAME WAY.

CONSENSUS BY THE COMMISSION TO ADD CONDITION NUMBER 5 – HOURS SHALL BE FROM 7:00 A.M. TO 9:00 P.M. APPLICANT SHALL PROVIDE PROOF THAT A TOWING SERVICE SHALL ENFORCE THE HOURS OF OPERATION.

MOTION BY COMMISSIONER BEAR TO APPROVE THE TEMPORARY USE FOR PARKING SPOTS WITH THE SET LIST OF STIPULATED CONDITIONS THAT THE COMMISSION MADE A CONSENSUS ON. MOTION SECONDED. VOTE: ALL AYE; MOTION PASSES 5-0.

Thank you,

Bianca Martinez

DEPUTY CLERK II
CITY OF BRADENTON BEACH, FL
941-778-1005 ext 215

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.

EXHIBIT

“H”

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA
CIVIL DIVISION

LUPER ENTERPRISES, INC., and COASTAL
SOUND INVESTMENTS, LLC,

Plaintiffs,

vs.

CASE NO..
DIVISION:

CITY OF BRADENTON BEACH,

Defendant.

AFFIDAVIT OF DARIN D. CUSHING

BEFORE ME, the undersigned authority, this day personally appears Darin D. Cushing, who being duly sworn upon oath, deposes and states as follows:

A. Preliminary Averments

1. My name is Darin Cushing, and I am over 18 years of age. I am competent and qualified to execute this affidavit.
2. Every statement in this affidavit is true, correct, accurate, current, and based upon my own personal knowledge.
3. I generally understand that this affidavit pertains to a dispute (the "Parking Dispute") regarding the use of property located at 2000 Gulf Drive North and 2104 Gulf Drive North (together, the "Razed Parcels"), that is owned by Luper Enterprises, Inc. ("Luper"), and previously operated in connection with the "Bungalow Beach Resort" (the "Resort").
4. My personal knowledge regarding Luper's use and of the Razed Parcels stems from my work as a building official for the City of Bradenton Beach, Florida (the "City"), and my conversations with Gayle Luper ("Gayle"), who I know to be the owner of Luper.

5. I have received no threat or inducement in consideration for the content of this affidavit. I currently have an agreement with Gayle under which she compensates me at an hourly rate of \$50 to assist with services including research and analysis of land use and related compliance issues pertaining to the Resort, including permitting issues underlying the Parking Dispute. However, this agreement does not alter or induce the contents or conclusions made in this affidavit, as the statements herein are of my own professional opinion, and I am not in any way being compensated to come to these conclusions.

6. My background is in architecture and related services, and I have a master's degree in educational leadership and administration. Additionally, I am currently a Certified Building Official and Certified Floodplain Manager.

7. In 2018 I started working with SAFEbuilt, a comprehensive community development services provider. In this capacity, I served as the Building Official and Floodplain Manager for Redington Beach, North Redington Beach, South Pasadena, and Indian Shores. During this time, I also occasionally assisted with these roles in Treasure Island and the City. I left SAFEbuilt from June of 2021 through December of 2022, during which time I worked directly with the City of Palm Coast as Deputy Building Official. Outside of my capacity with SAFEbuilt, I have also worked directly for the City of Bradenton and the Town of Longboat Key.

8. In December of 2022, I returned to SAFEbuilt and various cities on the Gulf Coast. It was at this time that I first served as Building Official and Floodplain Manager for the City of Palmetto, Florida. In December of 2023, I became the Building Official and Floodplain Manager for the City.

9. During my tenure as building official for the City, the region I oversaw was hit by both Hurricane Helene and Hurricane Milton (together, the "Hurricanes"). The Hurricanes had a

devastating impact on the City, and I know that the Resort was one of the many landmarks that suffered tremendous damage.

B. My Opinion Regarding the Parking Dispute

10. After the Hurricanes, I personally witnessed the damage done to the Resort, which included substantial damage done to the structures previously standing on the Razed Parcels. I witnessed firsthand the demolition projects undertaken by Luper to clear and begin revitalizing the Razed Parcels following these difficult events.

11. I understand that Luper, upon clearing the Razed Parcels damaged by the Hurricanes, utilized the same for public parking, and that the City has since ordered Luper discontinue this practice.

12. In my professional opinion, after many years as a municipal official both for the City and in other waterfront Florida municipalities beforehand, as well as other specialized knowledge accumulated over the years, I do not believe that Luper would be required to obtain any kind of permit to continue parking on the Razed Parcel. Moreover, if some form of perfunctory permit were required, it would be a gross abuse of discretion to deny Luper the right to parking except to the extent of modest requests pertaining to logistical matters such as signage and the like.

13. I have come to conclusions set forth in this affidavit through information gleaned from Gayle, my own personal experience, and the following factors:

- a. Luper has been operating the Resort for many years, paying a city business tax and a Transient Public Lodging Establishment license, both of which include provisions for parking on the Razed Parcel;

- b. Luper has not changed the use of the Resort and Razed Parcels, which have always included parking;
- c. Despite the Hurricanes causing significant damage, the Resort remained in business consistently, and even has current vacation rentals occupied; and
- d. The only thing that has changed regarding the Razed Parcel is the removal of the storm damaged buildings, and Luper is already in the preliminary phases of replacing these buildings, which will continue to utilize parking on the Razed Parcel.

14. Accordingly, as the owner of the Razed Parcel, Luper should “by right,” be able to park cars on the Razed Parcel without the need for any additional permitting. Moreover, I have personally inspected the Razed Parcels in their current state as a parking lot, and I did not find any issues or violations that would preclude the immediate reopening of the Razed Parcels for parking.

C. Concluding Averments

15. I generally understand that Luper is contemplating a lawsuit against the City to be able to continue parking cars on the Razed Parcel. John A. Anthony, Esquire of Anthony & Partners, LLC (“A&P”), has identified A&P as counsel for Luper. I have not relied upon any factual representations of Mr. Anthony, and to the contrary Mr. Anthony spoke with me to obtain information in response to specific questions asked.

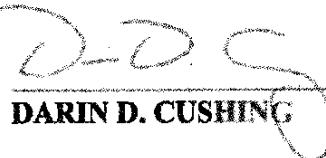
16. I have consulted A&P regarding the Parking Dispute, and this affidavit has been drafted on the platform of A&P. However, I have governed the drafting of this document and approved of every word. This affidavit is my own and reflects my choice of words and not those of any other individual.

17. If called at trial or in the context of a deposition, I would testify that the sum and

substance of the foregoing is true and correct and represents the broad contours of my personal and professional knowledge of the subject matter hereof. It might be that additional facts, circumstances, conditions, events, documents, and communications would be invoked to more extensively explain the reasons for my conclusion that no parking permit is required for the Resort to continue its parking function, and that any meaningful limitations or conditions on parking would be an abuse of discretion by the City. However, the substance would remain unchanged.

18. The objective of this affidavit is to avoid the inconvenience of having me testify if my opinions and conclusions can be articulated through affidavit testimony. So I have freely offered my testimony in this manner, without the expectation of compensation of any kind, for my own convenience and to avoid any confusion as to my conclusions on the subject.

I declare under the penalty of perjury that the foregoing is true and correct.

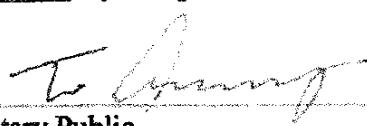


DARIN D. CUSHING

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2 day of April, 2025, by Darin D. Cushing, who is personally known to me [] or who has produced FL DL as identification and who did take an oath.

Sworn to and subscribed before me this 2 day of April, 2025.



Notary Public
My commission expires: 07/15/2028
(NOTARIAL SEAL)