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Parking lot owner files lawsuit against city

By **Leslie Lake**

The property at 2000 Gulf Drive N. is the subject of a paid parking dispute between Bungalow Beach Resort owner Gayle Luper and the city of Bradenton Beach. - Leslie Lake | Sun

BRADENTON BEACH – Bungalow Beach Resort owner Gayle Luper has filed a lawsuit against the city after commissioners denied her a permit to offer paid parking through the use of a resort pass.

After a nearly 2.5-hour quasi-judicial hearing on the application on April 17 in which City Planner Luis Serna recommended denial of the application, city commissioners denied the paid public parking lot application but allowed a temporary use permit allowing only Luper, resort guests and employees to use the lot daily until 9 p.m.

Commissioners questioned paid public parking through the purchase of a resort pass, saying the beachfront bungalows at 2000 Gulf Drive N. had been destroyed during Hurricane Helene last year.

Luper and her attorney, Stephanie Anthony, maintained that as a working resort, a resort pass, which includes parking and access to a private area of the beach, was appropriate as the resort remained

operational following the hurricanes. The resort includes a duplex and single-family bungalow which have been in continual operation.

“We continued to take advanced reservations on all three houses,” Luper said. “We never shut down operations of answering phones and booking advanced reservations for three of the bungalows. A lot of guests kept their deposits on file with us for future stays in the three houses and for future stays in the rebuild.”

The city was represented by Attorney Robert Lincoln.

The city commission reached a consensus on the parking restrictions as follows:

- Parking at the razed parcels is permitted for a period of one year or 30 days from the issuance of a building permit;
- Parking at the razed parcels is limited to 17 parking spaces per TPLE (Transient Public Lodging Establishment) license;
- 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;
- Only employees, agents or registered guests of the resort are allowed to park at the razed parcels; and
- Parking at the razed parcels is limited to 7 a.m. to 9 p.m. enforced by a towing service secured by Luper.

“What they’re telling me is, I can’t even park on my own property past 9 p.m. or I could be towed,” said Luper, who has owned and operated the Bungalow Beach Resort since 1999.

“They (city commissioners) said ‘You’re not in operation,’ ” Luper said. “I’m still in operation and still have the private beach and that’s what they’re paying for, they’re paying for access to the beach.”

“In order to bring in critical income for the resort and in order for soon-to-be construction vehicles to be able to navigate, we went ahead and refurbished the parking lot,” Luper told The Sun on April 23. “When we had some employees park there, and I parked there and my manager parked there and then we had some resort fee paid guests, they shut us down (on March 14).”

“As a matter of fact, when I told Luis (Serna, Bradenton Beach city planner) we’re looking to rebuild, I explained what I was doing, Wendy (Chabot, Bradenton Beach building clerk) said you have to have a permit for that. So, I applied for a permit, and they voided the permits. Luis said you don’t need a permit for your own property,” Luper said.

She said she then waited for the April 17 hearing.

“They can’t block me from my own property and my family and my friends, my grandchildren can’t even come and park here and enjoy the beach with me. Also, they can’t stop me from earning a living on my own resort that’s been a resort with resort fees. To me that’s an American right.”

Luper has a background in the insurance industry, construction industry and management of beachfront resorts on Marco Island, Siesta Key and Anna Maria.

“This is what I’m up against, trying to educate the commissioners on the laws. They’ve never owned their own insurance business like I have, they’ve never owned their own construction company like I have and they’ve never owned a resort like I have, and I know I have an absolute right to have resort fees on my own property,” she said.

The city says only employees, agents or registered resort guests are allowed to park on the razed parcels. – Leslie Lake | Sun

Luper said she plans to rebuild on the property.

"It will be 1920s-1930s style, modern durability with the old Florida look," she said. "It worked out where there's two large buildings, but we'll still have our iconic walkway going out to the beach so that you're still walking through palm trees and our blue and white umbrellas."

Lawsuit particulars

The lawsuit, filed by Tampa-based attorney John A. Anthony on April 25, names Luper Enterprises Inc. and Coastal Sound Investments LLC as plaintiffs and the City of Bradenton Beach as the defendant.

The Manatee County Clerk of Court website showed that the suit was filed, but a copy of the complaint was unavailable on the site as of April 27. The Sun obtained a copy of the complaint from Luper on April 25.

"The resort has been operated as a Gulf-front vacation venue revolving around a set of authentic "cracker cottages," some rumored to being relocated from Egmont Key in the 1930s," the complaint states. "The resort consists of three separate, but interconnected areas. The razed parcels, acquired in 1999, the duplex parcel (2103 Avenue C – directly across from 2000 Gulf Drive N.), acquired in 1999 and the single-family parcel (2108 Gulf Drive N.), acquired and incorporated into the resort in 2024."

According to the complaint, the razed parcels have continuously supplied parking, including overflow parking for operations at all the resort properties, including resort employees and 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,” the complaint states.

Hurricane Helene reduced many of the 14 original older cottages to rubble. The buildings were condemned and deemed to be a total loss.

By Feb. 1, the razed parcels were cleared of debris.

“At this time, Ms. Luper said she 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 25 years,” the complaint states. “Ms. Luper was then advised by the city that she must file a parking permit in order to continue to charge a resort fee for parking.”

On March 14, a portion of the parking lot was reopened for parking at the rate of $50 per car per day for 29 parking spaces.

“After parking approximately 14 cars on the morning of March 14, Evan Harbus, in his capacity with the Code Enforcement Division of the City, directed that all parking at the razed parcels cease immediately,” the lawsuit states. “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.”

On March 16 Luper submitted an application for temporary parking.

“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 included parking,” the complaint against the city states. “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.”

“Obviously this source of income is considered vital to the going concern as the resort transitions through its current challenges,” the lawsuit states.

According to the complaint, “The parking restrictions have the effect of restricting use of the razed parcels to groups of individuals as only the city sees fit; dictating how and when Ms. Luper can use her own property; dictating the manner in which Luper and its principals can operate their business at the resort; and encouraging impractical and arbitrary enforcement of restrictions based in unobjective finding 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,” according to the complaint.

The complaint states that the city has now decided for the first time in history to inhibit parking at the resort and revoke the plaintiff’s property rights that have been grandfathered in through decades of consistent use.

“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,” the complaint states. “An affidavit of the former building official for the city is attached... and confirms that no permit of any kind should have been required to resume at the razed parcels, as Luper was entitled ‘by right’ to continue this long-standing practice.”

The lawsuit seeks an injunction against the city to rescind its temporary parking permit and corresponding parking restrictions and allow Luper full use of the property within limits of applicable laws and regulations. It asks the court to declare the city's temporary application permit and parking restrictions null and void and to allow Luper to have parking resume in the same manner it was conducted prior to the hurricanes.

The entire lawsuit complaint can be accessed here.