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**TO:** JACK ANDREWS, PE, CITY ENGINEER  
MIKE REALS, FP PUBLIC WORKS MANAGER  
CHIEF HOBLEY-BURNEY, FP POLICE DEPARTMENT  
MARC MEYERS, CBO, CFM, FP BUILDING OFFICIAL  
VALERIE SCHULTE, PE, FPUA ENGINEERING (WATER/WASTEWATER)  
PAUL LAGUERRE, PE, FPUA ENGINEERING (ELECTRIC)  
ROD REED, PLS, SLC SURVEYING  
EDMUND BAS, PE, SLC ENGINEERING  
BONNY LANDRY, AICP, SLC PLANNING & DEVELOPMENT  
CHIEF DEREK FOXX, SLC FIRE DISTRICT  
PEGGY ARRAIZ, FP CODE ENFORCEMENT  
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION  
MURRIAH DEKLE, MPA, TRANSIT PLANNING MANAGER, SLC COMMUNITY SERVICES

**FROM:** KORI BENTON, SENIOR PLANNER

**RE:** TECHNICAL REVIEW PROJECTS: # 16-12000003

**DATE:** SEPTEMBER 6<sup>TH</sup>, 2016

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**Rock Church – Off-site Parking Variance – 617 Orange Avenue (Former  
Eunice Bridal)  
-Resubmittal: New Off-Site Parking Location**

The above – referenced Variance is being submitted for your review and comments. The project encompasses a request to utilize off-site parking, located approximately 585 ft. from the site, to support the reuse of the former Eunice Bridal retail shop for a Church facility capable of seating 211 members. The applicant is permitting interior renovations to the structure to meet the requirements for the change in occupancy, however the site does not provide the required quantity of parking spaces, therefore the applicant is seeking use of off-site parking, located outside of the required 300 ft., required by the City's land development code. The applicant seeks authorization to utilize PNC's parking area during Sunday services.

Please provide two (2) copies of written comments regarding the above at your easiest convenience. The item will be reviewed at the September TRC Meeting.

Please do not hesitate to contact me should you require any additional information or clarification at 772-467-3739

Thank you.

Kori Benton  
Attachments

# ROCK CHURCH INTERNATIONAL

"TRANSFORMING LIVES THROUGH CHRIST"

REV. ANDREW JEFFERSON, PASTOR

617 Orange Avenue  
FORT PIERCE, FL 34950

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August 22, 2016

Mr. Kori Benton

- CITY OF FORT PIERCE  
Planning Department  
100 North U.S. Highway 1  
Fort Pierce, FL 34954

Dear Mr. Benton:

Re: Parking Variance Request 617 Orange Avenue

Please be advised that the request is to deviate from the City Code Section 22-60 (b) Off-lot parking. As sought, the variance would grant Rock Church located at 617 Orange Avenue access to parking within 585 feet of the main entrance of the facility. The Code allows for 300 feet; consequently the request is for an additional 285 feet to allow the church to meet parking requirements utilizing spaces provided by PNC Bank. A parking agreement has been entered with PNC Bank allowing the church access and utilization of parking spaces from 7:00 a.m. – 11:00 a.m. on Sundays (see exhibit A). In addition, the church will provide shuttle service for its parishioners to and from the facility. The property is zoned to permit the use and it does not present factors that adversely affect the health, safety, or general welfare of the community. The District is very commercially oriented, accessible to the public, and families are gathering and going to church in the area. The Rock Church is an extension of the downtown.

To address the specific questions listed in the application for variance, please be advised as follows:

- 1) Describe those conditions peculiar to the specific property and not applicable to other lands, structures, or buildings in the same zoning district.  
The structure is unique, the request is unique and factors and characteristics are unique in that it was built in 1946. The property has been the same size for 70 years. It has a very large building on it with limited on-site parking. The area is urban with limited parking and there is a shortfall of parking along the corridor. The City is aware of the need for parking and has presented on-street parking and secured parking easements; there is notable City parking assets in the area that are designed to offset the issues allowing collective use of the parking by adjacent churches. The alternative for Rock Church in this situation would be to possibly cut off half of the building and put parking on it or purchase extra property to build a parking garage or demo a building on the corridor for parking; options, but not viable for the church.
- 2) Does special conditions or circumstances result from actions other than that of yours?  
Yes - The original builder constructed the building approximately 70 years ago with limited parking. We did not construct the building without adequate parking and we had not planned

for the parking burden.. The conditions and circumstances are a result of others who created the conundrum. We were informed that the use (church) is allowed within the zoning district and consequently,we moved forward with that understanding. We are now pressed to provide a resolution;we are taking steps to rectify the problem

- 3) Identify any undue hardships or deprivation of commonly enjoyed property rights that would result in the literal interpretation of the code for the zoning district.

If the variance is not granted,the Church would be deprived of commonly enjoyed property rights of not only other churches but rights of other properties and businesses in the area. There are other similar circumstances,restaurants,businesses and churches; others in the same boat when it comes to available parking. We are not trying to add to the problem,but provide a solution.

- 4) What is the minimum variance that would give the reasonable use of the land, building,or structure.

A 285 foot variance from the required distance between the facility and off-site parking would give the reasonable use of the structure utilizing PNC Bank parking spaces.

- 5) Explain how the variance request would not impair the intent of the zoning ordinance or be detrimental to the general public welfare.

The variance for parking does not impair the intent of the zoning ordinance. There is no real threat or harm to public safety presented. Hours of utilization are not during peak times. The need as presented is not every day of the week;one time on Sundays and the time of service on Sunday is set so that the influx of traffic will occur at different times (Common Ground meets at 8:30 a.m., First United meets at 9:30 a.m. Rock Church meets at 9:00 a.m.) Transportation will be provided by shuttle to reduce safety issues and accommodate parishioners to and from the facility running every 10 minutes from 8:45 a.m. to 9:45 a.m. Parishioners will be returned to cars by shuttle at the close of services at approximately 10:45 a.m. (see attached pickup/drop off locations and routes). The traffic flow will not be interrupted;the loop is short and does not back up or block traffic.

Thank you for your consideration and assistance in this matter. If questions arise or additional information is needed,please do not hesitate to contact me at (772) 360-5121.

Sincerely,

  
Rev. Andrew Jefferson, Pastor

Attachments: PNC Bank Parking Agreement  
Aerial Photos  
Pick-up and Drop Off locations and route

# PNC BANK, N.A.

## PARKING LOT LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made and entered into this 16<sup>th</sup> day of August 2016, by and between Rock Church International (hereinafter referred to as the "Licensee"), whose address is 617 Orange Ave Fort Pierce FL 34950, and PNC (hereinafter referred to as Licensor), whose address is 205 Datura Street, West Palm Beach, FL 33401.

### WITNESSETH:

**WHEREAS**, Licensee desires to use those certain parking lots owned by Licensor.

**WHEREAS**, Licensor desires to grant to Licensee the license, right and privilege to use said parking lot(s) and both parties desire to enter into a written agreement clearly expressing the various rights and obligations of the parties.


**NOW THEREFORE**, for and in consideration of the mutual covenants and promises as hereinafter set forth, the parties to this Agreement do hereby agree as follows:

1. Licensor grants to the Licensee the license, right and privilege to use ~~!!X~~ parking spaces located at 601 Atlantic Ave Fort Pierce, FL 34950 effective August 18th, 2016 through August 18th, 2017 during the following hours: (7:00am-11:00 am), every Sunday.
2. Any Rock Church International vehicles parked in the lot outside of the above specified hours shall be considered in violation of this Agreement and shall be subject to removal by the Licensor or its agent.
3. Licensee shall surrender said parking lot(s) to Licensor at the end of the license term in the same condition as at the commencement of the term, ordinary use and wear thereof only accepted. Licensee agrees to pay Licensor for all loss or damage to any Licensor-owned property provided for the use of Licensee under the terms of this Agreement, which is caused or occasioned by the negligence or act or omission of Licensee, its officers, employees, or guests.
4. The parking lot may be utilized by the Licensee for Over Flow Parking for the weekly service on Sunday of each week, and for no other use or purpose whatsoever.
5. Licensee will provide adequate security at the parking lot site(s) to control access to the parking area, and to ensure the safety of employees using the parking area.
6. Licensee states that it has inspected the parking lot, and that the same is adequate and in proper condition as is, for the uses contemplated.
7. This Agreement shall be interpreted and governed by the laws of the State of Florida.
8. Licensee shall not assign this Agreement, or any part thereof, without approval by Licensor. Any assignment of this Agreement contrary to the foregoing provision, whether voluntary or involuntary, shall be void and shall confer no rights upon the assignee.
9. In the event that any portion of this Agreement shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
10. Any waiver by either party hereto of any or more of the covenants, conditions, or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

- 11. Nothing herein shall create or be construed as creating a partnership between the parties, or as creating an agency relationship between parties.
- 12. It is expressly understood and agreed between the parties that this Agreement does not constitute a lease between the parties. Licensee's right to use the licensed property shall continue only so long as all terms, provisions, and conditions of this Agreement are met by Licensee. Notwithstanding this, the Licensor may terminate this Agreement at any time.
- 13. This Agreement constitutes the full and final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the grant herein. This Agreement may not be changed, altered, amended or modified except by written instrument signed by the duly authorized representative of both parties. No contract or amendment entered into after this Agreement shall amend by implication any provision of this Agreement.
- 14. The Licensee hereby agrees to defend, indemnify and hold Licensor, and each of its partners, employees, agents and affiliates, harmless from and against any claim, demand, suit, loss, cause of action, damage, liability, obligation, cost, expense and judgment (including, without limitation, death and damages to property) relating to personal injury or property damage caused by the undersigned's acts or omission and/or arising out of or relating to the use by the undersigned, and by its guests and invitees, of such property in connection with the Event.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed with all the formalities required by law on the day and year first written above.

**PNC BANK N.A. (LICENSOR)**

  
BY: Jimmie McQueter AVP.  
Property Manager

ATTEST:

BY: Jessie Carr  
BY: Stephanie Lewis

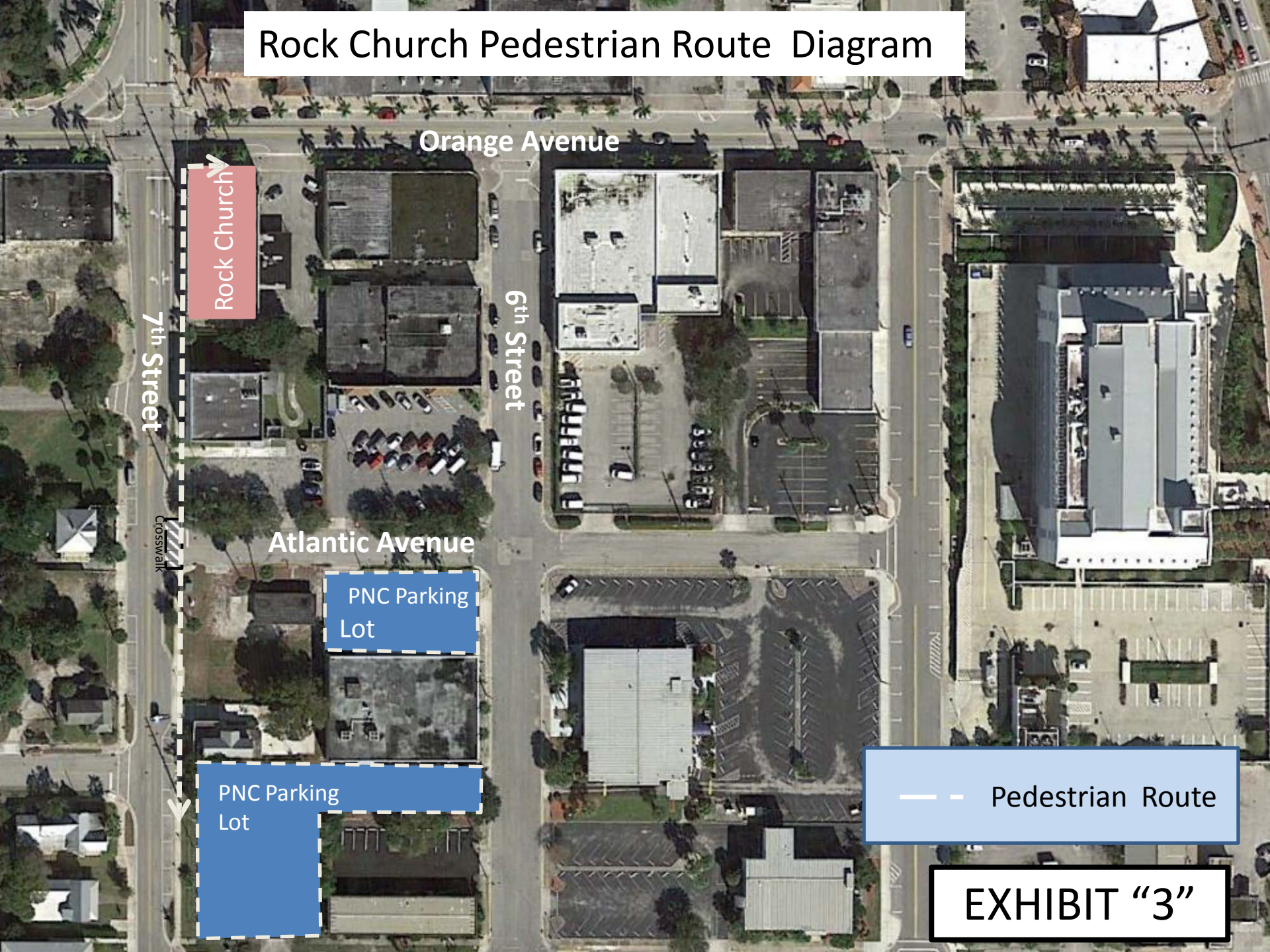
**ROCK CHURCH INT. (LICENSEE)**

  
BY: Scott Offer

ATTEST:

BY: Constance Smaller  
BY: [Signature]

# Rock Church Pedestrian Route Diagram



Orange Avenue

Rock Church

7th Street

6th Street

Atlantic Avenue

PNC Parking Lot

PNC Parking Lot

Crosswalk

— — Pedestrian Route

EXHIBIT "3"

# Rock Church Parking & Staging Area

Orange Avenue

7th Street

6th Street

Rock Church

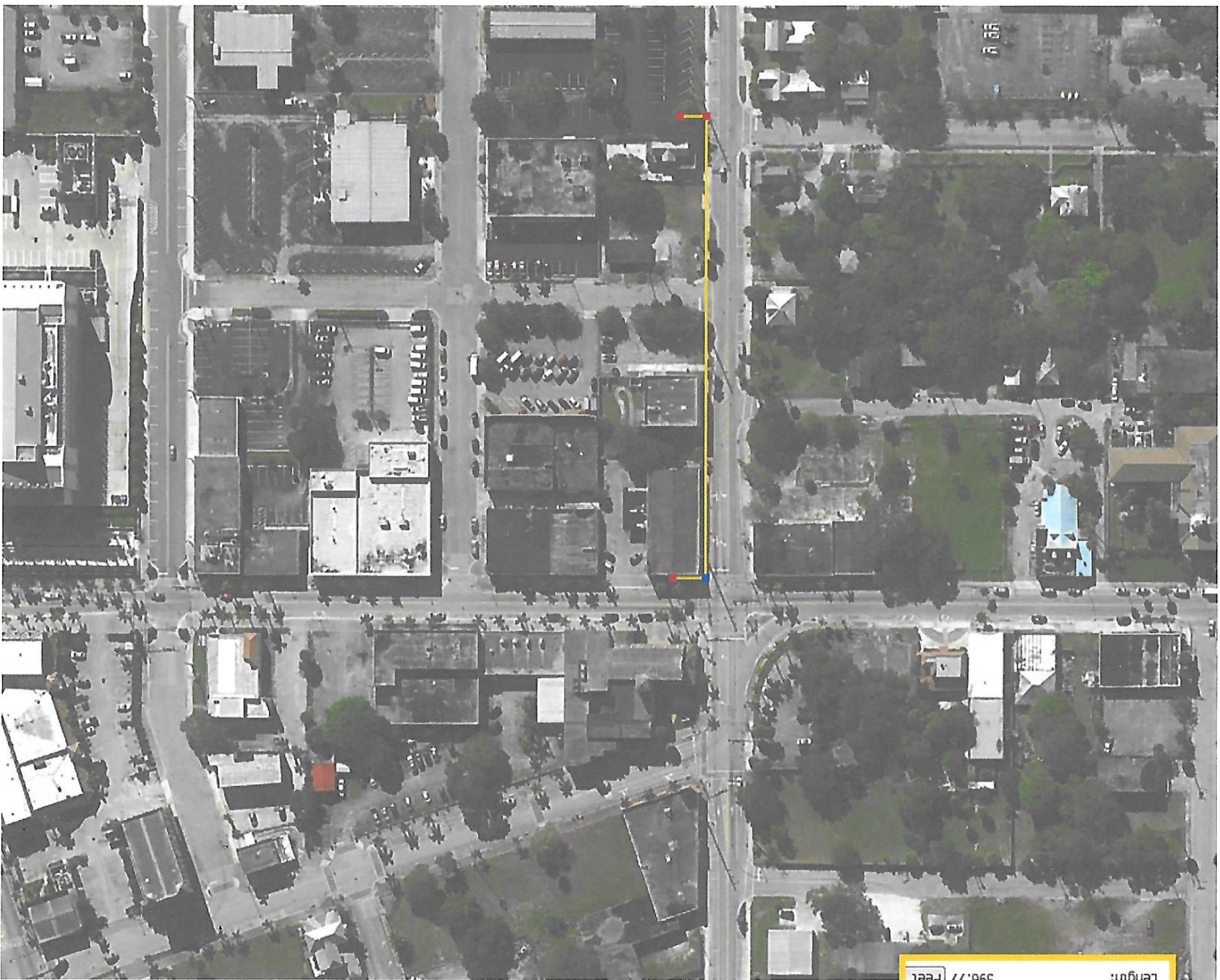
Staging Area  
22 Spaces

Atlantic Avenue

Staging Area

PNC BANK SHARED PARKING  
(Approx. 60 Spaces front & rear)

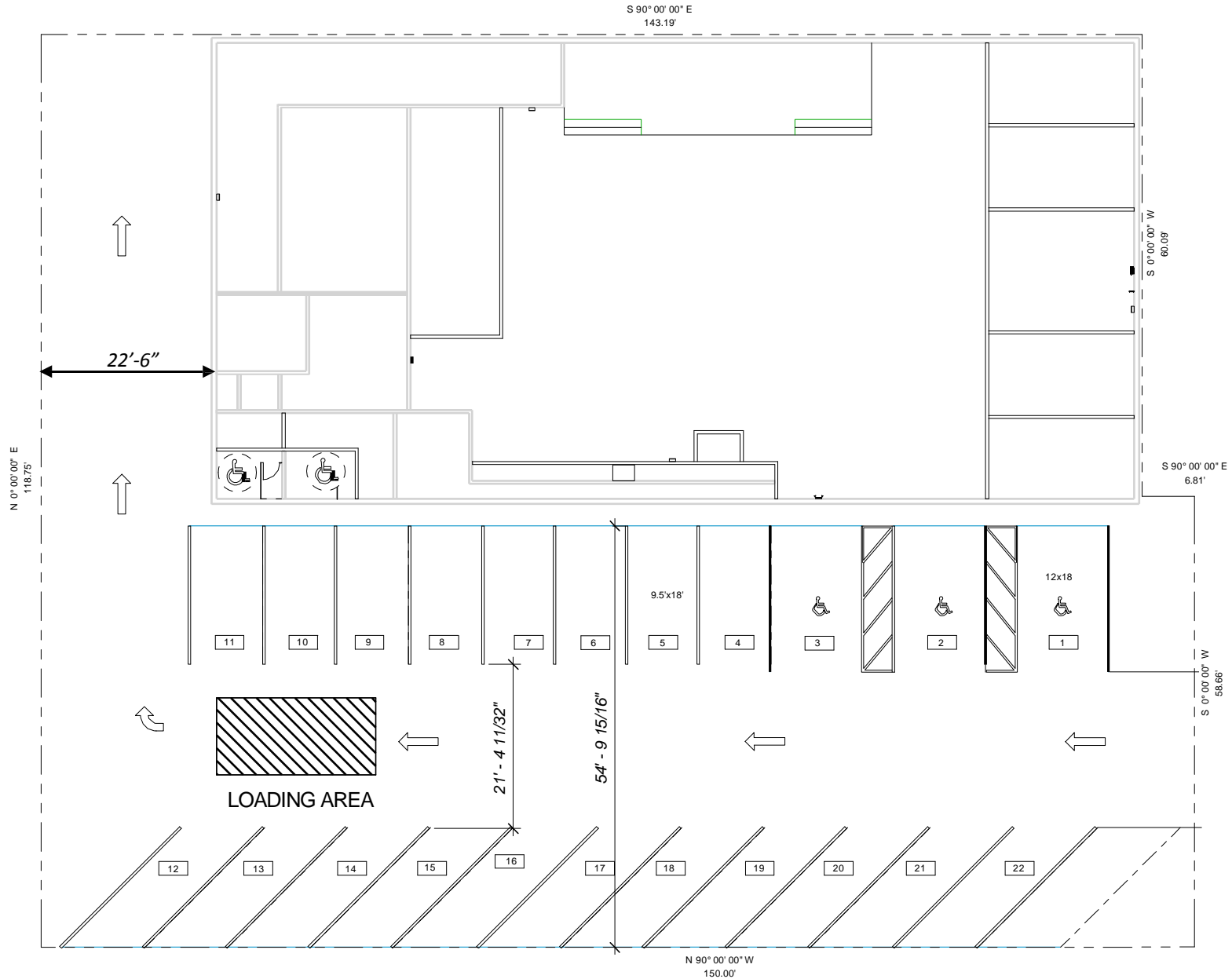
EXHIBIT "5"



# ROCK CHURCH PARKING



NW 7TH STREET



ORANGE AVENUE

EXHIBIT "2"