



## Cover Memorandum/Staff Report

---

**File #:** 25-545

**Agenda Date:** 5/20/2025

**Item #:** 7.D.

---

**TO:** Mayor and Commissioners  
**FROM:** Anthea Gianniotis, Development Services Director  
**THROUGH:** Terrence Moore, ICMA-CM  
**DATE:** May 20, 2025

RESOLUTION NO. 60-25: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, GRANTING AN IN-LIEU OF PARKING FEE REQUEST FOR THE PROJECT LOCATED AT 50 SE 4TH AVENUE, AS MORE PARTICULARLY DESCRIBED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT CONSISTENT WITH THE APPROVAL HEREIN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (QUASI-JUDICIAL HEARING)

**Recommended Action:**

Review and consider Resolution No. 60-25, an in-lieu of parking fee request in the amount of \$390,000 for 13 of the 22 required parking spaces associated with the development located at 50 SE 4th Avenue.

**Background:**

In 2017, the City received a Class V Site Plan Application (File No. 2017-112) to demolish the existing professional office located at 50 SE 4th Avenue and to construct a 5,742-square-foot, two-story restaurant. The proposed restaurant required 34 parking spaces. On December 11, 2017, the City Commission approved two off-site parking agreements for a total of 32 spaces: seven spaces at 85 SE 4<sup>th</sup> Avenue and 25 spaces at 350 SE 1<sup>st</sup> Street. Per the approved agreements, these off-site parking spaces were available between 6:00 and to 2:00 am. The remaining two spaces were provided on-site. On January 10, 2018, the Site Plan Review and Appearance Board (SPRAB) approved the Class V Site Plan.

On March 24, 2021, SPRAB approved a Class III Site Plan Modification (File No. 2020-204), which maintained the demolition of the existing building and revised the plan to the construction of a new 3,625-square-foot restaurant. The reduction of square footage ultimately reduced the required parking to 22 parking spaces. The construction of the restaurant was completed in August 2024 and a Certificate of Completion was issued.

Pursuant to LDR Section 4.4.13(I)(3)(a)6., if the required parking is not or cannot be provided on-site or off-site, the applicant may request payment of an in-lieu of parking fee pursuant to LDR Section 4.6.9(G) for certain developments that advance City policy-driven goals.

The applicant is requesting an in-lieu of parking fee for 13 parking spaces to allow for termination of the existing off-site parking agreement with 350 SE 1st Street (25 spaces). Note the termination of this off-site parking agreement is contingent upon Commission approval of a replacement parking mechanism.

The subject property is located within In-Lieu Area 1, which has a fee amount of \$30,000 per space. Therefore, the total in-lieu of parking fee is \$390,000.

The City Commission must determine if the request meets the standards and findings outlined below.

**Applicable Findings: LDR Section 2.4.11(F)(5)**

- (a) Public parking options, including on-street parking, public parking lots, and public parking garages are available within 1,320 feet measured along a pedestrian route to the building entrance. Parking with utilization rates higher than 80% in the 12 months preceding the request is not considered to be available. Historic properties, as defined in Section 4.6.9(G)(2)(b) are exempt from this finding.
- (b) The in-lieu of parking fee request supports at least one of the following City policy driven goals:
  - 1. Preservation of a historic structure by allowing its use, adaptive reuse, or expansion while maintaining the character of the property or historic district by avoiding excessive use of historic properties for parking; or
  - 2. Investment in the West Atlantic Neighborhood Sub-district consistent with the West Atlantic Master Plan; or
  - 3. Adaptive reuse or expansion of an existing building resulting in a building not more than a total of two stories in height.
- (c) The in-lieu of parking fee request does not facilitate development that will demolish the following types of structures with Central Business (CBD) District or Old School Square Historic Arts District (OSSHAD) zoning:
  - 1. An individually designated or contributing historic structure in a historic district;
  - 2. A non-contributing structure that is at least 35 years old in a historic district, unless the Historic Preservation Board makes a finding the building should not be reclassified to contributing; or
  - 3. Any structure that has been identified for potential designation through a resource survey

Although the project does not technically qualify as an adaptive reuse, it is important to note that the subject site was previously approved with a formal off-site parking agreement that provided the majority of the required parking spaces, thereby satisfying the City's parking standards at the time of original approval. The other party in the agreement seeks to terminate that agreement, therefore, the applicant is requesting to replace the off-site spaces with in-lieu of parking fee. Although the current situation does not fall directly within the definitions of adaptive reuse or expansion, given the unique history of the development under prior approvals, and no desired increase of the intensity of use or required parking, the City Commission may find the intent of the in-lieu fee mechanism to accommodate constrained urban sites and promote vibrant, low-scale infill development remains applicable under these circumstances. The City Commission shall determine if the request substantively supports the broader policy goal of facilitating reinvestment in the downtown without compromising the availability of public parking resources or triggering adverse impacts on the surrounding urban context.

On April 29, 2025, the Parking Management Advisory Board (PMAB) reviewed the parking in lieu fee request for 13 parking spaces and recommended approval, voting 3 to 0.

**City Attorney Review:**

Approved as to form and legal sufficiency.

**Funding Source/Financial Impact:**

N/A

**Timing of Request:**

Approval of the In Lieu of Parking fee request is required prior to the termination of the Off-site Parking Agreement.