



***Planning and Zoning
Department***
M E M O R A N D U M



TO: Parking Management Advisory Board

FROM: Scott Pape, Principal Planner

DATE: July 18, 2015

RE: Uptown Atlantic In-lieu Parking Proposal

The property is located on the south side of West Atlantic Avenue, between S.W. 9th Avenue and S.W. 6th Avenue. The action before the Board is a recommendation to the City Commission on an in-lieu parking request for **Uptown Atlantic**. This is a mixed use development in the CBD (Central Business District) zoning district consisting of 17,267.30 square feet of office use; 6,098.8 square feet of restaurant use; 43,162 square feet of commercial/retail use; and 112 multi-family dwelling units. The CBD allows up to 12 dwelling units per acre "by right" in the West Atlantic Neighborhood; 18 dwelling units per acre are proposed for this development [LDR Section 4.4.13(B)(4)], which is allowed by conditional use.

At its meeting of June 16, 2015, the City Commission approved the conditional use associated with the project to increase the residential density from 12 dwelling units per acre to 18 dwelling units per acre, subject to a number of conditions. One such condition was to request and process the request for a fee in-lieu of providing 45 parking spaces. It is noted that since the approval of the conditional use, the applicant has modified the development proposal to reduce the office area from 44,841 square feet to 43,162 square feet, and reduce the restaurant from 6,250.60 square feet to 6,098.80 square feet.

Parking Requirements:

LDR Section 4.4.13(G)(2)(c) requires six parking spaces per 1,000 square feet of gross floor area for restaurants, and one parking space per 300 square feet of total floor area for all nonresidential uses (4.4.13.(G)(2). Per LDR Section 4.4.13(G)(2)(g), the parking for business and professional office is one space per 300 square feet of net floor area. Parking for multi-family residential structures and mixed use development must be provided pursuant to the following (LDR Section 4.6.9 (C)(2):

• Efficiency dwelling unit	1.0 space/unit
• One bedroom dwelling unit	1.5 spaces/unit
• Two or more bedroom dwelling unit	2.0 spaces/unit
• Guest parking shall be provided cumulatively as follows:	
- for the first 20 units	0.5 spaces/unit
- for units 21-50	0.3 spaces/unit
- for units 51 and above	0.2 spaces/unit

The proposed mixed use development contains 17,267.3 square feet of office use; 6,098.8 square feet of restaurant use; 43,162 square feet of commercial/retail use; and 112 multi-family dwelling units comprised of 15 efficiency units, 18 one-bedroom units, 75 two-bedroom units, and 4 three-bedroom units. Based on this development mix, the required parking for the proposed development is 469 parking spaces.

LDR Section 4.6.9(C)(8)(a) – Shared Parking allows for buildings or a combination of buildings on a unified site to utilize the shared parking calculations which affords reduced parking requirements by accommodating varied peak utilization periods for different uses (see below).

Use	Non-shared requirement	Weekday						Weekend			
		Night Midnight to 6 AM		Day 9 AM to 4 PM		Evening 6 PM to Midnight		Day 9 AM to 4 PM		Evening 6 PM to Midnight	
Residential	100.4	1.0	100.4	0.6	60.2	0.9	90.4	0.8	80.3	0.9	90.4
Office	57.6	0.1	2.9	1.0	57.6	0.1	5.8	0.1	5.8	0.1	2.9
Commercial/Retail	143.9	0.1	7.2	0.7	100.7	0.9	129.5	1.0	143.9	0.7	100.7
Hotel		0.8	0.0	0.8	0.0	1.0	0.0	0.8	0.0	1.0	0.0
Restaurant	36.6	0.1	3.7	0.5	18.3	1.0	36.6	0.5	18.3	1.0	36.6
Entertainment/Recreational (theatres, bowling alleys, etc)		0.1	0.0	0.4	0.0	1.0	0.0	0.8	0.0	1.0	0.0
Reserved Parking		1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Other	131.0	1.0	131.0	1.0	131.0	1.0	131.0	1.0	131.0	1.0	131.0
TOTALS	469		245		368		393		379		362

Per the shared parking calculation table, the minimum total parking requirement is the highest sum of the vertical columns. The subject development application requires a minimum of 393 spaces.

The development proposal provides a total of 351 on-site parking spaces. The applicant submitted an application for a 42 space “fee in-lieu of parking” request to satisfy parking requirements. Thus, the conditional use was approved for the proposed development subject to the condition that compliance with parking code requirements is achieved via approval of the “fee in-lieu of parking” request by the City Commission.

Utilizing the shared parking table and analyzing the proposed development on a block-by-block basis, the required parking for the 800 block is 145 parking spaces and 106 on-site spaces are provided. The required parking for the 700 block is 143 parking spaces and 104 on-site spaces are provided. Finally, the required parking for the 600 block is 117 parking spaces and 141 on-site spaces are provided.

On-Street Parking:

Although not counted toward meeting the parking requirements for the project, a total of 50 new public parallel parking spaces are to be provided. Although available to the general public,

these spaces should help meet the short term parking requirements of residents and guests of the project.

In-Lieu Parking Fee:

The subject property is located in Area #3 of the West Atlantic Neighborhood in-lieu area. Per LDR Section 4.6.9(E)(3)(b)(3), the in-lieu fee in the West Atlantic Neighborhood is \$4,600 per space. If approved, the development would ordinarily be required to remit a total of \$193,200 ($42 \times \$4,600 = \$193,200$) to the City of Delray Beach, but the provision below allows credit for spaces in the right-of-way.

Per LDR Section 4.6.9(E)(3)(e), in addition to in-lieu fees due, where adequate right-of-way exists adjacent to a proposed project for which an in-lieu parking fee has been approved, the applicant must construct additional on-street parking, not to exceed the total amount of spaces subject to in-lieu fees (in this case, 42 spaces), unless authorized by the City Commission. The applicant will be credited up to one-half of a parking space for each full parking space constructed within public right-of-way. (For example, the applicant requests to pay the in-lieu fee on four spaces; the applicant constructs four spaces in the right-of-way; the applicant must only pay the in-lieu fee for two spaces). Crediting of spaces constructed in the right-of-way resulting in a fraction shall be rounded down. Credit may not be taken for those parking spaces constructed in the public right-of-way which are required to meet the performance standards for new developments.

Analysis:

The applicant proposes to construct 50 new parking spaces within the rights-of-way adjacent to the subject development, while only 42 in-lieu parking spaces are needed to meet the parking requirement. Thus, the development is eligible for a minimum credit up to one-half of a parking space or 21 spaces ($42/2=21$), unless the City Commission authorizes a credit for the eight additional parking spaces above the 42 requested in-lieu spaces. If the City Commission authorizes the additional spaces, the total number of credited spaces is increased to 25 ($50/2=25$), which would result in an increased total credit of \$115,000 ($25 \times \$4,600 = 115,000$). Given the base allowed credit, the proposed development is reduced by \$96,600 ($21 \times \$4,600 = \$96,600$). Therefore, the in-lieu responsibility is reduced to \$96,600.

If the City Commission authorizes the additional five spaces, the credit increases to \$115,000 which would reduce the in-lieu of parking fee to \$78,200.

Payment Schedule:

Per LDR Section 4.6.9(E)(3)(d), for property owners opting to pay in full, or lessees of properties, payment of the in-lieu fee is due upon issuance of a building permit.

The in-lieu fee may be paid in full upon issuance of a building permit or in installments. Applicants for an in-lieu fee which is not paid in full at time of permit issuance must enter into an In-Lieu of Parking Fee Agreement with the City prior to or upon issuance of a building permit. Such agreement shall be recorded with the Public Records Office of Palm Beach County, Florida. The obligations imposed by such an In-Lieu of Parking Fee Agreement constitute a restrictive covenant upon a property, and shall bind successors, heirs and assigns. The restrictive covenant shall be released upon full payment of the in-lieu parking fees including attorneys' fees and costs. In-Lieu of Parking Fee Agreements shall only be made between the City and the Owner(s) of the subject property. If an In-Lieu of Parking Fee Agreement is

entered into, installment payments shall be made over a three-year time period in three installments. The first installment shall be 50% of the total fee and is to be paid upon signing the agreement. The second installment shall be 25% of the total fee and is due on the second anniversary date of the signing of the agreement. The third and final payment of 25% of the total fee is due on the third anniversary date of the signing of the agreement. There shall be no interest due under this payment schedule.

Analysis:

The applicant has not indicated the preferred payment option. If full payment is not remitted at the time of issuance of a building permit, the applicant will need to enter into an In-Lieu of Parking Fee Agreement with the City, which will stipulate the installment schedule noted above and this is attached as a condition of approval.

RECOMMENDED ACTION

Move a recommendation of approval of the in-lieu request in the amount of \$96,600, or \$78,200 should the City Commission authorize the additional five spaces, for **Uptown Atlantic**, subject to the condition that if full payment is not remitted at the time of issuance of a building permit, the applicant will enter into an In-Lieu of Parking Fee Agreement with the City.