

**PLANNING AND ZONING DEPARTMENT
STAFF REPORT
December 1, 2015**

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 City Commission is an in-lieu parking fee 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; 6,040 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.

The Parking Management Advisory Board considered the in-lieu request for 42 parking spaces at its meeting of July 28, 2015 and recommended approval, subject to the condition that the in-lieu credit for on-street parking spaces be granted only for up to 42 parking spaces rather than the 50 spaces the applicant is proposing to construct adjacent to the subject property.

At its meeting of November 3, 2015, the City Commission considered the in-lieu request for 42 parking spaces. The motion to approve the in-lieu request failed on a 2 to 2 vote (Petrolia, Jacquet, dissenting, Jarjura absent).

The applicant has revised the development proposal to provide 4 additional parking spaces on the subject property by converting a loading area to vehicle parking on the 600 block. This reduces the requested in-lieu request from 42 spaces to 38 spaces.

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 [LDR Section 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 LDR Section 4.6.9 (C)(2), as follows:

• 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; 6,040 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 non-shared 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		Day		Evening		Day		Evening	
		Midnight to 6 AM		9 AM to 4 PM		6 PM to Midnight		9 AM to 4 PM		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
Restaurant	36.2	0.1	3.6	0.5	18.1	1.0	36.2	0.5	18.1	1.0	36.2
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		361

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

The revised development proposal provides a total of 355 on-site parking spaces. The previous development proposal included 351 parking spaces on-site. The additional 4 parking spaces have been accommodated by eliminating a loading area in the 600 block. This revision results in the request for a 38 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.

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. Because they are available to the general public, these spaces should help meet the short term parking requirements of residents and guests of the development.

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 \$174,800 (38 x \$4,600 = \$174,800) to the City of Delray Beach, but the provision below allows credit for spaces constructed 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, 38 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 the 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.

Analysis:

The applicant proposes to construct 50 new parking spaces within the rights-of-way adjacent to the subject development, while only 38 in-lieu parking spaces are needed to meet the parking requirement. Thus, the development is eligible for a credit up to one-half of a parking space, or 19 spaces ($38/2=19$); unless, however, the City Commission authorizes a credit for the twelve additional parking spaces above the 38 requested in-lieu spaces.

If the City Commission authorizes the additional 12 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 in-lieu fee is reduced by \$87,400 ($19 \times \$4,600 = \$87,400$). Therefore, the in-lieu fee results at \$87,400.

If the City Commission authorizes the additional 12 spaces, the credit increases to \$115,000 which would reduce the in-lieu of parking fee to \$59,800. See the table below for clarification:

38-Space Deficit	
Option 1 (Base)	Option 2 (Enhanced Credit)
Build 50 on-street parking spaces	Build 50 on-street parking spaces
Credit 38 spaces = 19 spaces	Credit 50 spaces = 25 spaces
$19 \times \$4,600 = \$87,400$	$25 \times \$4,600 = \$115,000$
\$174,800	\$174,800
<u>-\$87,400</u>	<u>-115,000</u>
\$87,400 in-lieu fee	\$59,800 in-lieu fee

Payment Schedule:

Per LDR Section 4.6.9(E)(3)(d), the applicant has opted to enter into an In-Lieu of Parking Fee Agreement with the City. The obligations imposed on an In-Lieu of Parking Fee Agreement constitute a restrictive covenant upon a property, and shall bind successors, heirs and assigns. The restrictive covenant is released upon full payment of the in-lieu parking fees including attorneys' fees and costs. The in-lieu installment payments are made over a three-year time period in three installments. The first installment is 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. A condition of approval is attached that the In-Lieu of Parking Fee Agreement be recorded and the first installment paid prior to issuance of a building permit.