

COUNCIL ACTION FORM

SUBJECT: JOINT USE PARKING PLAN FOR 1301 BUCKEYE AVENUE

BACKGROUND:

Clampet Corner, LLC is the purchaser of land at 1301 Buckeye Avenue. Most recently this property was occupied by Aldi's Grocery Store. Clampet Corner, LLC requests approval of a Joint Use Parking Plan for the property located at 1301 Buckeye Avenue to accommodate a change of use to a restaurant without the construction of additional parking. (see Attachment C, Applicant Letter). The site, Lot 3 of Southwood Subdivision, 3rd Addition, is 3.09 acres, and is located west of the intersection of Buckeye Avenue and Chestnut Street (see Attachment A, Location Map). The site is part of a larger commercial development where Staples, the movie theater and former KMART are located.

The applicant has a right to shared parking with Lots 1 and 2 of the Southwest Subdivision, 3rd Addition based upon a Reciprocal Easement and Operation Agreement that was recorded in 1994 between then ALDI's grocery store and adjacent owners. Article 1. This agreement authorizes each party to use an access parking throughout the development. Easements Paragraph 1.01 states that:

"...a non-exclusive perpetual easement, to and from adjacent public and private roads and public and private road adjacent thereto, in and over all driveway, entranceways, roadways, walking areas, and parking areas as they may now or may hereinafter exist on the Grantor's Owner Parcel, for the purpose of pedestrian and vehicular ingress, egress, passage, delivery and parking.", is granted to the owners, their successors and assigns.

This easement document has an expiration date of 99 years. **However, the Reciprocal Easement document does not include reference to the City of Ames as part of the agreement and therefore the change of use requires approval by the City Council in order to rely upon the existing parking conditions to serve the new restaurant.**

When the commercial development of the Southwest Subdivision was originally approved in 1993 it was zone Planned Commercial (P-C). The former Aldi site was approved under P-C zoning in 1994. P-C was a unique commercial zoning district where development was approved by the City Council as part of a site plan review and allowed for flexibility in the design and layout of the site. A major change to the Zoning Ordinance in 2000 removed the P-C classification and replaced it with HOC, Highway

Oriented Commercial, however the plans approved previously under the P-C zoning are still valid and enforceable.

The site plan approval in 1994, Resolution 94-437, required a minimum parking ratio of 5.5/1000 for the retail gross floor area and a ratio of 6.7/1000 for the grocery store to be maintained at all time with no other specific reference to use. This parking ratio requirement was maintained when the movie theater site plan was approved in 1997, despite the lower parking rate of a movie theater at 1 space/ 5 seats. This changed the parking requirements for Lot 2 Southwood Subdivision, 3rd Addition and reduced the amount of retail parking required in comparison to the original approvals. Additionally, the original approval allowed for deferral of construction of part of the required parking until needed and requested by the City.

Building Size (1997)	Parking Required	# of Spaces Required	# of Spaces Provided
Theater (2189 seats)	1 Space/5 Seats	438	438
Retail (151,898 SF)	5 Spaces/ 1000 SF	759	759
Grocery Store (14,853 SF)	6.7 Spaces/1000 SF	100	108
Total:		1,297	1,305 approved*

*City Council approved deferred construction of 171 parking spaces until needed

Since 2000, there have been a number of reductions in parking requirements within the Zoning Ordinance, including a reduction for retail parking in 2012 that reduced parking requirements to 1 space/300 square feet. **If current standards are applied to this shopping center the amount of required parking spaces, exclusive of the theater and proposed restaurant, for the retail development is reduced by 254 spaces.** When factoring in the higher parking demand for a restaurant with the reduced retail demand there is an excess of 258 parking stalls in existence among the three sites that are subject to the Reciprocal Easement.

Building Size (Present Day)	Parking Required	# of Spaces Required	# of Spaces Provided
Theater (2189 seats)	1 Space/5 Seats	438	438
Retail (151,637 SF)	1 Space/300 SF	505	759
Restaurant (15,539 SF)	9 Spaces/1000 SF	140	108
Total:		1,047	1,305

Typically, approval of a Joint Use Parking Agreement would reduce the number of parking spaces required to be provided on a site and be for sites that have varying customer peak hours. However, the arrangement of uses and their peak hours of use would be similar for retail, theater and restaurant uses and it is necessary to rely upon the shared use of spaces and the surplus of required parking to accommodate a fully occupied development with the proposed restaurant.

If the requested Joint Use Parking Agreement is not approved, it is possible for the applicant to fit the additional stalls on their lot by implementing the approved 1994 plan and remove on-site landscaping to construct the required spaces that were previously deferred.

ALTERNATIVES:

1. The City Council can approve the joint use parking for 1301–1405 Buckeye Avenue based upon the existing Reciprocal Easement and subject to the condition that in the event adequate parking is not present that the property owner will construct the previously approved, but deferred parking at 1301 Buckeye.
2. The City Council can deny the Joint Use Parking Plan for 1301-1405 Buckeye Avenue
3. The City Council can refer this request to staff for further information.

CITY MANAGER’S RECOMMENDED ACTION:

The current site is underutilized due to the vacant stores in the area. Expecting that the existing retail space will again be reoccupied requires the City to assess the parking conditions based upon the previously approved plans and current minimum parking rates to allow for the change of use to add a restaurant to the site. **Staff concludes that the joint use parking for the site is realistic in being able to meet the peak parking demands for the approved mix of uses in this development. Based upon the current parking requirements there is an overall surplus between all of the lots in the development and the restaurant has reasonable access to shared spaces on the adjoining properties to serve the restaurant.**

Approving the shared parking will also allow for the existing landscaping to remain in place rather than replacing it with additional parking. Additionally, in the event there is a demonstrable need for more parking there is the ability to add the required parking to the restaurant site based upon the previously approved site development plan.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the joint use parking for 1301-1405 Buckeye Avenue.

ADDENDUM

Approval of a Joint Use Parking Plan. When acting upon an application for approval of a Joint Use Parking Plan, the City Council may approve the Plan if it finds that the criteria described in Section 29.406(17)(b) of the Zoning Ordinance are met by the application. These criteria, along with the applicant's and staff's responses, are provided below.

- 1. The analysis presents a realistic projection of parking demands likely to be generated.**

Staff's Analysis: Table 29.406(2) of the Zoning Ordinance requires a restaurant to provide 9 parking spaces for every 1000 square feet of floor area. It also requires parking to be calculated separately for other uses on that same site. Based on approved site plans and parking rations that were used the enough parking spaces exist for all the existing gross floor area of retail and restaurant and movie theater. If today's parking standards are applied to the retail area there is an excess of parking available for all the development. It seems reasonable that the minimum parking required by the ordinance will be needed.

- 2. Peak demand is sufficiently distinct so that the City Council is able to clearly identify a number of spaces for which there will rarely be overlap of parking demand.**

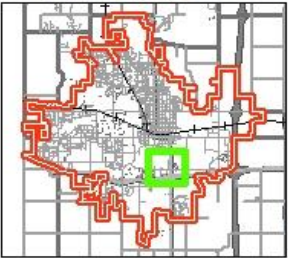
Staff's Analysis: Peak demand does not vary for retail, theater and restaurant uses because peak demand is typically Friday evenings and Saturday afternoons and early evenings. However, the parking requirement for retail uses has been reduced since this development was approved indicating that there is an overall surplus of parking that can be shared. There is an existing reciprocal easement document that allows for cross access and shared parking.

If the situation arises wither all of the available retail is leased up and more even more parking is need that the extra 258 stall then there is room on the restaurant site to add a small amount of additional parking and meet the parking requirements on their own lot.

- 3. Rights to the use of spaces are clearly identified so as to facilitate enforcement.**

Staff's Analysis: The Reciprocal Easement and Operation Agreement states that all lots have shared use of the drive aisles, sidewalks, and parking spaces. Since this document exists and applies to all owner's, successors and assignee's for a period of 99 years. Staff did not require any further documentation for agreements to be submitted. The duration of 99 years is a permanent agreement for shared parking that satisfies the Zoning Ordinance standards.

Attachment A Location Map



1301 Buckey Avenue

Attachment B Excerpt from Reciprocal Easement Document

ARTICLE I - EASEMENTS

Section 1.01. Ingress, Egress, Parking. (a)(i) Each Owner ("Grantor Owner") hereby grants and conveys to the other Owners ("Grantee Owner"), their successors and assigns (which assigns may be tenants of the Grantee Owner), their customers, employees, agents and invitees, as an easement appurtenant to each Grantee Owner's Parcel, a non-exclusive perpetual easement, to and from adjacent public and private roads and public and private roads adjacent thereto, in and over all driveways, entranceways, roadways, walking areas, and parking areas as they may now or may hereinafter exist on the Grantor Owner's Parcel, for the purpose of pedestrian and vehicular ingress, egress, passage, delivery and parking. The Owner of Dalan's Parcel shall have the right at any time and from time to time, to change the location of the Common Areas on Dalan's Parcel (exclusive of that portion of the driveway which is crosshatched on Exhibit "D", which may not be changed) and the right to construct kiosks, structures and other buildings thereon. The Owner of JRC's Parcel will not alter the location, quality or quantity, of parking, curb cuts or driveways located on JRC's Parcel as shown on the Site Plan without the prior written consent of the Owner of Dalan's Parcel, which consent shall not be unreasonably withheld. Nothing in this Paragraph herein will preclude the construction of buildings within the Building Envelopes. The Owner of Aldi's Parcel will not alter the location, quality or quantity, of parking, curb cuts or driveways located on Aldi's Parcel as shown on the Site Plan without the prior written consent of the Owner of Dalan's Parcel, which consent shall not be unreasonably withheld (nothing in this Paragraph herein will preclude the construction of buildings within the Building Envelopes).

Section 1.02. Utility Easement. (a) Each Owner (Grantor Owner) hereby grants to the other Owners (Grantee Owner), their successors and assigns (which assigns may be tenants of the Grantee Owners), their customers, employees, agents and invitees, as an easement appurtenant to the Grantee Owner's Parcel, a non-exclusive perpetual easement in, to, over, under and across the Common Areas of Grantor Owners Parcel for the (i) construction, installation, operation, transmission through, maintenance and repair, of the storm sewer lines located within the area legally described on Exhibit "E", attached hereto and made a part hereof and shown on Exhibit "E", attached hereto and made a part hereof and (ii) the transition through, maintenance and repair of other private utility lines located from time to time on the Grantor Owner's Parcel.

After all of the above stated utilities have been installed, the Owners agree to modify the legal description and plan showing the location of the respective easements (if necessary) pursuant to an as-built survey to correspond to the actual location of the utilities, if any of the utility lines were not constructed or installed in the actual easement. The above referenced utilities which benefit more than one (1) Parcel shall be maintained by the Owner who owns the Parcel upon which the common utility is located. The Owner(s) who use the common utility shall pay a pro rata share of the cost of such maintenance of the common utility. Each Owner's pro rata share shall be a fraction, the numerator of which is the square foot area of the Parcel owned by the using Owner and the denominator of which is the square foot area of the Parcels owned by all Owners who use the common