

SPI-9 Development Review Committee

MEMORANDUM

TO: Charletta Wilson-Jacks, Director City of Atlanta Office of Planning

FROM: Denise Starling on behalf of the SPI-9 Development Review Committee

Date: June 14, 2013

Committee Members Present

Denise Starling, BATMA
Sally Silver, City Council District 7 (abstained)
Bob Staisowski, NPU-B
Bonnie Dean, BCID
Dwight Bell, BCID

City Staff Members Present

Karl Smith-Davids

1. Proposed Development Address: 34 Irby

Applicant: Dewayne Martin

SAP#:

Project Scope: Restaurant Renovation/Construction

Variation Requested:

The DRC wishes to include, for the record, previous DRC concerns regarding other SAP's filed by this applicant at 34 Irby Avenue.

Upon review of recently received correspondence from the applicant, SPI-9 DRC has concerns regarding the following:

- 1) Summary of Shared Parking agreement states the total square footage of the business is 6,600 square feet, requiring 88 parking spaces.

The boundary survey submitted indicates that the business square footage is 6,660 square feet.

The On-site and off-site parking plan by Harvey Design Group, Inc. indicates the business square footage to be 6,650 square feet, requiring 87 parking spaces.

The Exclusive License for Parking Use at 3191 Paces Ferry Place states Park Bench will "utilize" fourteen (14) parking spaces, available on a limited exclusive basis to the customers and employees. Owner of 3191 Paces Ferry Place has advised Park Bench of those restrictions, including the right of employees of Office tenants to park in the Office lot at all times, including

SPI-9 Development Review Committee

the restricted hours designated for limited exclusive use by Park Bench and the prohibition of usage by third parties during normal business hours.

The On-site and Off-site parking plan by Harvey Design Group, Inc. indicates the number of spaces at 3191 Paces Ferry Place to be eighteen (18).

- 2) The Agreement for Parking Lot Management Services states Executive Parking Services (EPS) possesses the exclusive right and authority to provide forty (40) parking spaces located at Henri's Bakery, located at 61 Irby Avenue, and twelve (12) spaces at 3215 Caines Hill Place from 5:00pm-7:00am Sunday thru Saturday. 1(A)

Henri's Bakery has a closing time of 6:00pm and does not have 40 striped parking spaces.

Pinnacle Fitness, located at 3215 Caines Hill Place, has a closing time of 7:00pm

This agreement also states that Park Bench shall be open no earlier than 5:00pm Monday through Saturday. 1(C)

This agreement also states "should EPS no longer have the ability to specially reserve forty (40) parking spaces at 61 Irby Avenue, Park Bench shall have a right of first refusal to the reservation of any unreserved parking spaces managed by EPS that are located within five hundred (500) feet of 34 Irby Avenue. 3(D).

This agreement also states that on the opening date, EPS will furnish parking management services at the parking spaces, Sunday through Saturday, 5:00pm to 7:00am. 4(B)

This agreement also states that beginning on the effective date, EPS will specifically designate forty (40) parking spaces in the parking area for patrons of Park Bench, Saturday through Sunday, 5:00pm to 7:00am (the location of spaces not noted and Saturday through Sunday does not meet requirements for parking). 4(C).

Agreement also states at the sole expense of EPS, EPS will seal and repaint the parking spaces directly adjacent (?) to Park Bench at 61 Irby Avenue ("the Organic Spaces") as needed. All work will be conducted in a good and workmanlike fashion. At the sole expense of EPS, EPS will maintain the cleanliness of the Organic Spaces. 4(E).

- 3) Appendix A

States that Appendix A not be disclosed to anyone other than Park Bench officer, representative, attorney or accountant of either EPS or Park Bench without a valid subpoena or written discovery request. Violating the terms of the confidentiality provision shall be considered a material breach of the parking services agreement. (A)

Beginning on the effective date, Park Bench will pay EPS \$25 per specifically reserved parking space per month, pro-rated. For Example, if EPS agrees to specifically reserve forty (40) parking spaces for Park Bench patrons, then Park Bench shall pay EPS \$1,000 per month (B).

SPI-9 Development Review Committee

Irby, LLC will make eight (8) spaces available to EPS in the front and ten (10) rear spaces available to use at EPS full discretion when Irby, LLC d/b/a Park Bench is not open for business or the parking is available. (D).

Because of the concerns regarding the items listed, the DRC is not ready to make a recommendation on the SAP for the off-site parking. However, the DRC does recommend that a conditional SAP be issued to the applicant for the demolition of the unpermitted structures or any structures not within the 6,660 square feet of the business. The DRC requests that clarification of the items listed above and demolition of unpermitted structures or any structures not within the 6,660 square feet of the business be achieved within 30 days from receipt of this recommendation before further consideration of the current SAP application.