

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 12, 2018

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, TO CONSIDER APPROVAL, FOLLOWING SECOND READING/PUBLIC HEARING, OF A DEVELOPMENT AGREEMENT, AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND SOUTH BEACH HEIGHTS I, LLC, 500 ALTON ROAD VENTURES, LLC, 1220 SIXTH, LLC, AND KGM EQUITIES, LLC (COLLECTIVELY, THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) DELINEATES THE CONDITIONS FOR THE DEVELOPMENT OF THE PROPERTIES LOCATED AT 500 ALTON ROAD, 630 ALTON ROAD, 650 ALTON ROAD, 1220 6TH STREET, 659 WEST AVENUE, 701 WEST AVENUE, 703 WEST AVENUE, 711 WEST AVENUE, 721 WEST AVENUE, 723 WEST AVENUE, 727 WEST AVENUE, AND 737 WEST AVENUE (COLLECTIVELY, THE "DEVELOPMENT SITE"), WITH SUCH DEVELOPMENT SITE LIMITED TO A MAXIMUM FLOOR AREA OF 571,000 SQUARE FEET (OF WHICH THERE SHALL BE A MAXIMUM OF 15,000 SQUARE FEET OF RETAIL), WITH ANY TOWER CONSTRUCTED THEREON TO BE LOCATED WITHIN THE NORTHEAST QUADRANT OF THE 500 BLOCK OF ALTON ROAD, LIMITED TO UP TO 519 FEET IN HEIGHT, AND WITH UP TO 410 UNITS; (2) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S RIGHT OF WAY AT 6TH STREET, BETWEEN ALTON ROAD AND WEST AVENUE ("CITY PARCEL" OR "CITY RIGHT-OF-WAY"); (3) GRANTS TO THE CITY A PERPETUAL ROADWAY EASEMENT ACROSS THE VACATED CITY PARCEL FOR UTILITIES AND PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS; (4) PROVIDES FOR THE DEVELOPER'S DESIGN, PERMITTING, CONSTRUCTION AND CONVEYANCE TO THE CITY OF A WORLD CLASS PUBLIC CITY PARK OF AT LEAST 3.0 ACRES WITHIN THE DEVELOPMENT SITE, WITH SUCH CITY PARK TO BE OWNED AND MAINTAINED BY THE CITY FOR PUBLIC PURPOSES; (5) PROVIDES FOR OTHER TERMS, INCLUDING, WITHOUT LIMITATION, DEVELOPER'S CONVEYANCE TO THE CITY OF A PERPETUAL ROADWAY EASEMENT OF AN UP TO 10 FOOT-WIDE STRIP OF LAND WITHIN THE DEVELOPMENT SITE FOR AN ADDITIONAL LANE ON 5TH STREET, BETWEEN ALTON ROAD AND WEST AVENUE, FOR UTILITIES AND PUBLIC VEHICULAR AND PEDESTRIAN USE; AND (5) WITH THE FOREGOING SUBJECT TO AND CONTINGENT UPON DEVELOPER'S SATISFACTION OF THE CONDITIONS SET FORTH IN THE DEVELOPMENT AGREEMENT, THE CITY COMMISSION'S VACATION OF 6TH STREET, AND ENACTMENT OF CERTAIN AMENDMENTS TO THE CITY'S COMPREHENSIVE**

**PLAN AND LAND DEVELOPMENT REGULATIONS, ALL AT THE CITY
COMMISSION'S SOLE DISCRETION.**

This Agenda item is the second reading and public hearing of the proposed Development Agreement for the properties along the 500-700 block of Alton Road and West Avenue (the Project). The development of this area is of critical importance to the City and its residents, as it lies at the entrance to South Beach, via the MacArthur Causeway.

BACKGROUND

The proposed Project is for a mixed use residential and commercial development, which would include a residential tower of up to 519 feet located within the northeast quadrant of the 500 block, utilizing approximately 550,000 square feet of floor area ratio (FAR) from the 500/600/700 blocks of Alton Road, and approximately 15,000 square feet of retail, on the southeast corner of the 600 Block. The Developer team is led by Mr. Russell Galbut. The proposed Development Agreement is between the City and South Beach Heights I, LLC, 500 Alton Road Ventures, LLC, 1220 Sixth, LLC, and KGM Equities, LLC (collectively, the "Developer").

The Development Site consists of 500 Alton Road, 630 Alton Road, 650 Alton Road, 1220 6th Street, 659 West Avenue, 701 West Avenue, 703 West Avenue, 711 West Avenue, 721 West Avenue, 723 West Avenue, 727 West Avenue and 737 West Avenue (the "Development Site").

In order for the Project to proceed, the City would vacate 6th Street between West Avenue and Alton Road, and thereby convey ownership thereof to the Developer, to provide a unified development site with respect to the proposed Project. As a condition of the vacation, the Developer would, among other terms, convey to the City a portion of the Development Site consisting of a minimum of 3.0 acres, for use as a City Park, and the Developer would be responsible, at Developer's sole cost and expense, for developing, designing, permitting and constructing the City Park. In addition to the public benefits associated with the land and construction of the Park, the Developer would also construct a segment of the baywalks between 10th and 12th Streets (to which City would obtain the necessary permits, consents from the adjacent upland owners, and contribute up to \$762,862, for construction thereof). The Developer would also design and construct a "Baywalk Platform" on the 500 Block that would serve as a launching point for a future pedestrian bridge across 5th Street (to connect the existing baywalk south of 5th Street with the Development Site and, ultimately, the City Park).

Accordingly, to implement the foregoing, the City Commission would need to approve three major components for the Project:

(1) the Development Agreement, specifying the terms and conditions for the development of the Project;

(2) the vacation of 6th Street (subject to utility and access easements in favor of the City, for pedestrian and vehicular traffic); and

(3) certain amendments to the City's Comprehensive Plan and Land Development Regulations, to: (a) amend the Comprehensive Plan to change the designation of those portions of the Development Site designated within the CPS-2 District and RM-2 District to the CD-2 District designation; (b) amend the City's Land Development Regulations to rezone those portions of the Development Site in the CPS-2 District and RM-2 District to the CD-2 District; (c) amend the City's Land Development Regulations to authorize up to 519 feet in height for a tower within

the CD-2 District; and (d) regulate uses (collectively, (a)-(d) are hereinafter referred to as the "LDR Amendments").

As the three major components for the Project are all interrelated, on October 17, 2018, the Mayor and City Commission adopted Resolution No. 2018-30555, sponsored by Commissioner Mark Samuelian, to specify that the three major components for the Project would "travel" together and be considered by the City Commission on the same date(s).

Additional background regarding the Project is more fully set forth in the November 14, 2018 City Commission Memorandum, a copy of which is attached hereto as **Exhibit "1."**

The Developer's proposed **Concept Plan** for the Project and Park is attached hereto as **Exhibit "2."**

The latest updated draft of the **Development Agreement** is attached hereto as **Exhibit "3."**

Direction Provided by the City Commission at First Reading

On November 14, 2018, the City Commission conducted the first reading, public hearing of the proposed Development Agreement, as required pursuant to Section 163.3225 of the Florida Statute, and also conducted the first reading of the Vacation Resolution title and LDR Amendments. Following more than five (5) hours of public comment and deliberations, the City Commission provided the following direction:

1. The LDR Amendments. The LDR Amendments, were approved on first reading. With respect to the rezoning amendment (Agenda Item R5B), the Planning Board version of the amendment was not approved. Instead, the Land Use Development Committee's ("LUDC") version was approved, as amended, to permit a tower up to 519 feet in height.
2. Height. At least four (4) Commissioners indicated a willingness to consider a maximum height of 519 feet for the tower on the 500 Block, provided that other items (including, but not limited, to the timing for the demolition of South Shore Hospital, and the fast-tracked delivery of the Park) were resolved satisfactorily.
3. No Short-Term Rentals. The Developer voluntarily agreed to prohibit short-term rentals at the tower. Accordingly, the prohibition will be memorialized in the Development Agreement and in the Covenant in Lieu of Unity of Title.
4. No Hotel Uses. The LUDC version of the LDR Amendments did not approve hotel uses. However, Developer has requested for up to nine (9) "amenity guest apartment units," to be available to owners/residents in the building (and their guests). Although the City Commission did not approve any hotel uses on first reading, the Planning Director was generally comfortable with the concept for nine (9) amenity guest suite units, made available only for rental by owners/residents in the building (or their guests).
5. Configuration and Size of Park. The Park Site will be a minimum of 3.0 acres. The Administration expressed a preference for the 3.0 acre Park to be contiguous, so that the core Park parcel on the 600 Block consists of 3.0 acres. With regard to the surface parking lot on the 600 Block, the DRB will review the proposed parking configuration during design development, and such parking area would be at the discretion of the DRB, provided that if approved, the surface parking lot would include a maximum of thirty (30) parking spaces.

6. Outside Date for Park Completion. The Developer accepted an outside date for completion of the Park Project of 4 years, following the issuance of the Building Permit for the Project. The Developer proposed for 1.1 acres of the Park (Phase 1) to be delivered within 18 months following the Building Permit, provided that terms for sequencing/phasing of construction can be mutually agreed upon with the City. The Administration to resolve the proposed sequencing/phasing with Developer between first and second reading.
7. Demolition of South Shore Hospital. In order to facilitate the immediate demolition of South Shore Hospital, while addressing Developer's concern for maintaining his existing development rights, the City Commission referred an LDR amendment to LUDC and the Planning Board, amending Section 142-306 of the Land Development Regulations of the City Code, to allow for the reconstruction of a building that is non-conforming as to height in the CD-2 district.
8. Beautification. The Administration and Developer, between first and second reading, to resolve several Commissioners' requests for interim measures to beautify the Development Site prior to completion of construction, such as erection of fencing and landscape buffer around the perimeter of the Development Site.
9. Waiver of Application Fees and Credits for Prior Impact/Concurrency Fees Paid. No referral was sponsored to amend the LDRs to accomplish any waivers of fees, and 5 of 7 Commissioners indicated they were not in favor of such waivers.
10. Consents for 10th Street to 12th Street Baywalks. As the Developer has consistently opposed obtaining consents that may be required as part of permit applications for the Baywalks (except for any consents from the Mondrian, which the Developer controls), the Administration to confirm definitively which consents are required, and will meet with any such adjacent property owners between first and second reading in an effort to obtain their consent. At least one Commissioner requested an alternative public benefit be provided if the Baywalk consents cannot be obtained.
11. Park Concept Plan. The Planning Director indicated that the updated Park Concept Plan is generally moving in the right direction, particularly with regard to sustainability and resiliency components; the updated Park Concept Plan will be incorporated as an exhibit to the Development Agreement at second reading.
12. Termination. The Commission directed Administration and the City Attorney's Office to meet with the Developer to incorporate post-closing termination rights for **material** defaults.

SUMMARY OF PROPOSED CHANGES TO THE DEVELOPMENT AGREEMENT SINCE FIRST READING

Since first reading, the Administration and the Developer have met on numerous occasions, and the Developer has updated the proposed Park Concept Plan and the proposed terms, in an effort to be responsive to the City Commission's input at first reading, particularly as it relates to the core public benefit to be provided to the City: The fast-tracked delivery of a world class 3.0 acre public park.

The proposed changes to the Development Agreement since first reading are set forth below:

1. **The Residential Tower May Contain Up to Nine Amenity Guest Apartment Units.** The Agreement provides that the residential tower on the northeast corner of the 500 Block may include up to 410 residential units, with up to a total of nine (9) or three percent (3%) of such units, whichever is less, consisting of "Amenity Guest Apartment Units," available only to owners/residents of the 410 unit building (and their guests). Importantly, as hotel uses are not approved for the Project, the Agreement prohibits advertisements or listings of such Amenity Guest Apartment Units for rental by the general public, and further prohibits any activity or operation of such Amenity Guest Apartment Units that would require a hotel license or public lodging establishment license by the State of Florida Department of Business and Professional Regulation. In addition, although prior drafts of the Development Agreement and term sheet included references to a 44 story residential tower (excluding the parking pedestal), the number of stories has been eliminated from the draft agreement, to make the agreement consistent with the City's Land Development Regulations, which refer to height in terms of number of feet, and not "stories."

2. **Restrictions on Short-Term Rentals for Periods of Less than Thirty (30) Days.** Except with respect to the up to 9 Amenity Guest Apartment Units, the Developer has proposed a prohibition on short term rentals for periods of less than thirty (30) days. **Direction is requested from the City Commission as to the Developer's proposal to only prohibit short-term rentals for periods of less than 30 days.**

3. **Configuration and Size of Park.** The Park Site, which consists of 3.0 acres, and is depicted in the updated Park Concept Plan attached hereto as Exhibit "2". At first reading, the City Commission did not accept the Developer's proposal for .11 acres of the Park Site, consisting of a five (5) foot strip of land along the perimeter of the Floridian parking lot. The Administration is comfortable with the final proposed configuration, which has been modified to provide for more green space, solely along West Avenue, and consisting of a twenty (20) foot strip of land that could potentially accommodate a pedestrian path and landscaping.

4. **New Terms for Phasing of Construction to Expedite Park Completion.** In consideration for the Project delivery timelines more fully discussed in Section 5 below, the Administration recommends (and the proposed Agreement includes terms for) the following:

- Temporary closure of 6th Street between West Avenue and Alton Road for construction staging and laydown, for a period of thirty (30) months, following the initial Building Permit for the residential tower.
- Payment by the City for 200 monthly parking passes for employees/construction workers on the Project, for a period of up to 18 months, subject to a Not-to-Exceed City expenditure of \$600,000. (Although the monthly parking passes are issued by the City's Parking Department, pursuant to the City's Parking Revenue Bond covenants, the City cannot waive parking fees or provide "free parking," and must therefore appropriate the necessary funds from its General Fund, for payment to the Parking Fund.

5. **Waiver of Zoning Application Fees and Credits for Prior Impact/Concurrency Fees.** The Developer has requested that the City waive all zoning application fees for both Project and Park applications, in the approximate amount of \$400,000. Developer has also requested credits for City impact fees and City Transportation Concurrency Mitigation fees paid for prior

development, namely any fees previously paid for the South Shore Hospital, which fees are estimated at \$526,000. The Agreement provides that Developer may submit the initial Project Zoning Applications and Park Zoning Applications without the payment of such fees, provided that the applications will not be processed (i.e., no hearing on the applications will be scheduled) until either the fees are paid or the appropriate amendments to the City's Land Development Regulations are adopted to provide for the waivers. Developer has the right to withdraw the applications and terminate the Development Agreement if the issue is not resolved. **City Commission direction on the fee waivers is required.**

6. **Timeline for Completion of the Public Park.** In consideration for the City's closure of 6th street for construction staging and the \$600,000 in parking passes, Developer has agreed to complete the Park construction in three (3) phases (depicted in Exhibit "4" attached hereto, as follows:

- Completion of Phase 1 of the Park within the earlier of: (i) eighteen (18) months following the Park Zoning Approval and the expiration of all appeal periods, or (ii) forty-eight (48) months from the Effective Date of the Development Agreement (the date the Agreement is fully executed and recorded);
- Completion of Phase 2 of the Park within 48 months from issuance of Initial Building Permit for the Project¹;
- Completion of Phase 3 of the Park within 96 months following the Effective Date (and with no issuance of a TCO or CO for the residential tower until the entire Park Site has been completed or the Park Site contingencies satisfied).

7. **Beautification of Site Pending Construction.** If Developer has not commenced site work for Phase 1 of the Park Project within eighteen (18) months following the Park Zoning Approval (and expiration of appeal periods), then the Developer has agreed to sod the entire Park Site and to maintain the sod until commencement of construction of the Park or Project. In addition, if Developer has not poured the concrete foundation for the residential tower within twelve (12) months after completion of Phase 1 and Phase 2 of the Park Project, then the Developer has agreed to sod Phase 3 of the Park Project until the commencement of construction for the residential tower.

8. **Updated Timeline for Various Project Deliverables.** As noted above, Developer has agreed to Park completion deadlines, including completion of Phase 1 within 4 years following the Effective Date of the Development Agreement. In addition, since first reading, the Developer has proposed timeframes for the various deliverables and submittals set forth in the Development Agreement. These timeframes, representing the key steps in the development process, are included in the Agreement and summarized below:

¹ The Agreement separately provides that Developer must apply for the Initial Building Permit within six (6) months following the Closing for Developer's conveyance of the Park Site to the City, and City's conveyance of 6th Street to the Developer.

Effective Date of Development Agreement	Following second reading, the date the Development is fully executed by all parties and recorded.
Submittal of Project Zoning Applications and Park Zoning Applications	within 6 months following Effective Date of the Development Agreement.
Demolition of South Shore Hospital	within 6 months following the <u>earlier</u> of (i) "Replacement Ordinance" to allow for reconstruction of a building that is non-conforming as to height in CD-2, or (ii) the Project Zoning Approvals and Park Zoning Approvals (and expiration of appeal periods thereof). First reading of Replacement Ordinance is anticipated to take place at the January, 2019 City Commission meeting.
Completion of Phase 1 of Park Project	Within the earlier of (i) eighteen (18) months following the Park Zoning Approval and the expiration of all appeal periods, or (ii) forty-eight (48) months from the Effective Date.
Temporary Beautification (Sodding) of Park Site	<p>If site work for Phase 1 of Park Project is not commenced within 18 months of Park Zoning Approval (and expiration of appeal period), then Developer agrees to sod entire Park Site.</p> <p>In addition, if Developer has not commenced construction of residential tower within 12 months after completion of Phase 1 and Phase 2 of the Park Project, Developer agrees to sod Phase 3 of Park Site until commencement of construction of the residential tower.</p>
Closing (the date for City's conveyance of 6th Street to the Developer, and Developer's conveyance of the Park Site, easements and other agreements required under the Development Agreement)	Within four years following the Effective Date, with the condition that Developer has completed construction of Phase 1 of the Park Project and satisfied environmental contingencies).
Initial Building Permit for the Project	Within 6 months following the Closing.
Completion of Phase 2 of Park Project	Within 48 months following Initial Building Permit for the Project.
Building Permit and Temporary Certificate of Occupancy (TCO)/Certificate of Occupancy (CO) for Commercial Components of Project	<p>Building Permit for commercial at Developer's discretion.</p> <p>No TCO or CO for commercial component of project may be issued until after Developer has conveyed the Park Site to the City and completed construction of Phase 1 and Phase 2 of the Park Project.</p>

Building Permit and TCO/CO for Residential Components of Project	<p>No Building Permit for residential components of the Project may be issued until Closing.</p> <p>No TCO or CO for the residential component of the Project may be issued until after completion of construction for the entire Park Site. If Developer fails to complete, City may draw on credit facility for the remaining Park Construction Amount, and in that event, the conditions precedent regarding the Park obligations shall be deemed satisfied.</p>
Completion of Phase 3 of Park Project	<p>Within 96 months from the Effective Date.</p> <p>No TCO or CO may be issued for residential component of Project until Phase 3 of Park Project is completed.</p>
Duration of Development Agreement	<p>8 year initial duration, with automatic 17 year extension if Developer <u>completes the entire Park</u> within the deadlines set forth in the Agreement.</p>

9. **Consents In Connection with Baywalk Construction.** As part of the permit applications for the construction of the Baywalks, consent is required from the upland adjacent property owners. Developer has agreed to provide any consents that may be required from the Mondrian association, as Developer controls the Mondrian. Developer has requested that the City be responsible for obtaining any consents that may be required from the Mirador I and II associations, and 1228 West Avenue. Without such consents, the Baywalks cannot be constructed. At the November 14, 2018 City Commission meeting, the City Commission directed the Administration to identify the adjacent property owners whose consent is required for the permit applications. The Administration has confirmed that consent will be required from the Mirador I and II associations, and from 1228 West Avenue (Bayview Terrace). The Administration has met with representatives of Bayview Terrace, who expressed general support for the Baywalks and are researching what requisite approval would be required pursuant to the association's governing documents.

10. **Park Concept Plan.** Planning and Environmental staff have provided detailed recommendations with respect to the Park Concept Plan, set forth more fully below.

11. **Termination Rights Post-Closing.** At the November 14, 2018 City Commission meeting, the Developer and the City Attorney agreed to identify commercially reasonable terms to preserve City's right to terminate the Development Agreement for "Material Events of Default" after the Closing. The mutually acceptable provision is set forth in Section 32 of the Development Agreement.

12. **Potential Expedited Delivery of Pedestrian Bridge Across 5th Street.** The Development Agreement provides that the Developer shall design and construct, at its sole cost and expense, an elevated terminus/platform (approximately 14-15 feet above grade) to

accommodate the City's development of the pedestrian bridge over and across 5th Street, to connect the baywalks south of 5th Street with the area north of 5th Street, including the Development Site, the new 3.0 acre Park, and the baywalks north of 5th Street (the 5th Street Bridge Project). On November 6, 2018, the voters overwhelmingly approved the City's General Obligation Bond projects, which will include \$10 million for the design and construction of the 5th Street Bridge Project. The Administration anticipates that the development of the 5th Street Bridge Project will be among the projects prioritized by the City Commission with the first tranche of bonds, and further anticipates that the first tranche of bonds will be issued on or about April, 2019. Given the Developer's advancement of the designs for the platform terminus, and the potential efficiencies associated with the integration and delivery of the 5th Street Bridge Project at the same time as the Developer's Project, the Agreement provides that the City and Developer will engage in commercially reasonable discussions following the execution of the Development Agreement, to explore the opportunities for the Developer to deliver the 5th Street Bridge Project, with the terms for any such additional scope to be subject to review and approval by the City Commission at its sole and absolute discretion.

13. **Height.** At the November 14, 2018, at least four (4) Commissioners indicated a willingness to consider a maximum height of 519 feet for the tower on the 500 Block, provided that other items were resolved satisfactorily. The LDR Amendments approved at first reading on November 14, 2018 authorized up to 519 feet in height for a tower within the CD-2 District. **Final direction from the City Commission is requested as to the height of the proposed tower.**

PLANNING AND ENVIRONMENTAL ANALYSIS AND RECOMMENDATIONS

As indicated previously, the 500-700 blocks between Alton Road and West Avenue contain some significant challenges as it pertains to property access, but present key opportunities for water retention and treatment to improve stormwater management to the surrounding neighborhood. In one of the lowest areas of the City, these sites present both a challenge and an opportunity from a land use and sustainability standpoint.

From a climate resiliency strategy standpoint, the ability to acquire low lying areas in the City, for adaptation purposes, will be critical in the long term. One of the biggest constraints the City faces in this regard is land value and the high cost of acquiring underutilized and blighted property that is vulnerable. Another constraint is the limit on planning tools to acquire vulnerable sites, such as transfer of development rights, density and height. As such, the City must evaluate opportunities for acquiring and establishing adaptation areas on a case-by-case basis and capitalize as these rare opportunities arise.

As it pertains to the 500-700 block proposal, a development opportunity has presented itself that could potentially align with the adaptation area goals of the City's long term climate strategy. While the most ideal scenario would be for the City to purchase all of the land area in the 500-700 blocks outright, and construct a passive, eco-park, the cost of such an endeavor, including land acquisition, design, permitting and construction, would be prohibitive. As such, the next best scenario would be for an allowable development project to partner in the creation of a passive, eco-park.

In this regard, staff believes that it will be critical for the proposal on the 500-700 blocks to have limited parking pedestal footprints, and little to no below grade or basement parking. Specifically, for the City's overall resilience, both the development agreement and the LDR Amendments to

allow for a taller residential tower at the NE corner of the 500 block should include the following:

- a) A significant portion of the western half of the 500 block should consist of dedicated, fully pervious open space and should capitalize on elevation differences between the at-grade and design elevations to provide stormwater retention and/or treatment below the resulting land surface.
- b) No less than 3.0 acres of the 600 – 700 block should consist of dedicated, open green space, from the ground down and ground up (no surface, structured or basement parking).
- c) The parking required for the Floridian (700 block facing West Avenue) should be minimized in terms of its impact on the open space areas. In this regard, such parking should, ideally, be incorporated within a limited, 2-story pedestal on the north side of the 700 block facing West Avenue. Alternatively, if a surface lot option is chosen, such lot should consist of fully pervious materials and surface finishes.

Planning and Environmental staff continue to have serious concerns with the proposal for a surface parking lot adjacent to the proposed retail structure within the 600 block. Specifically, the introduction of the surface parking lot prevents the retail building from being able to fully integrate, engage and provide activation for the park space, as it creates a physical barrier in the form of a suburban-strip mall parking lot. Even the new construction of buildings, citywide, does not emulate failed suburban models such as this. As the proposed park is within an urban area, with a fully defined street and sidewalk grid, its design should reflect its setting. Providing parking within the 600-700 blocks is also not necessary for the following additional reasons:

- a) The City has re-prioritized its transportation modality hierarchy, specifically to highlight pedestrian movement and walkability, as well as promote non-vehicular forms of transportation. Placing a surface parking lot within an urban park is completely counter to this effort. Users of the park, and the accessory retail building, should be encouraged to walk or bike to access the park.
- b) There is a fully accessible, public parking facility immediately across the street at 5th and Alton, as well as a publicly accessible parking structure less than 2 blocks to the north at 9th and Alton.
- c) The site is located within Parking District No. 6, which has no parking requirements for smaller, neighborhood uses.
- d) Surface parking is completely incongruous with a sustainable, urban park.

In order to effectuate the aforementioned goals and objectives, the following is recommended for inclusion in the proposed Development Agreement:

The final design and landscape details of the proposed park in the 600-700 blocks shall be subject to the review and approval of the Design Review Board (DRB). The project architect and landscape architect should further develop the environmental and sustainable components of the park in conjunction with the Environmental and Sustainability and Planning Departments; at a minimum, as the proposed park should incorporate significant and substantial resiliency and sustainability components, which are measurable and definable, the proposed Development Agreement provides that the DRB may consider, and may therefore require, the following specific recommendations as part of its approval:

1. Further reductions in intensity for overall Park programming, to provide as much open greenspace as possible;
2. The use of native and Florida-friendly species in the landscape design to reduce water consumption and the need for fertilizer and pesticides;
3. The extent to which storm water retention capabilities of the Park are clearly delineated;
4. The infrastructure proposed for treating water going to the 6th Street outfall;
5. The extent to which all elevated areas and berms are kept to a minimum (with tunnels prohibited), with the design of the Park to allow for unimpeded visibility from all public streets and sidewalks, free of visual barriers to the park;
6. The proposed transition of the elevated pink walkway along Alton Road from the top of the retail, to the ground at the north side of the park facing Alton Road, with reduction in height so as to maximize active public park space;
7. The location, width and quantity of dedicated, pedestrian paths around the perimeter of and through the Park, and whether such walkways are accessible at all times, even when access to the raised pink walkways is limited;
8. The proposed integration and width of the perimeter sidewalks along West Avenue, Alton Road and the south side of the Park, and the extent to which canopy trees will be planted close to the back of curbs in a rhythm to provide continuous shade and buffer pedestrians from the surrounding streets, with use of large single trunk palm species to define gateways or park entry points but not as predominant street trees;
9. Whether the design ensures that vehicular access, including, but not limited to, drop-off and pick-up, parking and loading, as well as turn arounds, is not permitted anywhere in the Park;
10. Whether the surface parking area proposed in front of the retail building should be eliminated, in order for the retail building to fully harmonize with the proposed Park, or alternatively, whether a connected driveway, from 6th Street to Alton Road, may be proposed with parallel parking, with such driveway composed of pervious pavers (no asphalt or concrete), including all parking spaces, drive aisles and access points from the street; and
11. Whether the surface lot providing required parking for the Floridian at the NW corner of the site should consist of a 2-level pedestal. Alternatively, if the surface lot is to remain, whether the surface lot is composed of pervious pavers (no asphalt or concrete), including all parking spaces, drive aisles and access points from the street.

Finally, in order to harmonize the terms of the Development Agreement with the applicable sections of the City Code pertaining to Development Agreements and the permitting timeframes for Conditional Use Approvals, a separate referral to the Land Use Committee and the Planning Board is recommended. Specifically, this referral will be to amend Sections 118-4 and 118-193 of the City Code, to clarify that the timeframes in a development agreement supersede the building permit timeframe requirements and any conflicting timeframes set forth in any applicable order of a City land use board.

CONCLUSION

For the reasons outlined in this Memorandum, the Administration recommends approval of the revised updated Development Agreement on second reading.

JLM/ETC/TM/EW