Community Choices

FOREST PARK, GEORGIA

City of Forest Park

Overlay Audit & Development Review Checklist

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ARC

ATLANTA REGIONAL COMMISSION

regional impact + local relevance

Table of Contents

Introduction 3

Comprehensive Plan Objectives 3

Methods 4

Review of Current Standards 4

Moving Forward 11

Appendices 12

Introduction

Forest Park was awarded a 2015 Community Choices technical assistance grant from the Atlanta Regional Commission, in order to provide an audit of Forest Park's Main Street overlay zoning ordinance. For several years, the city has been making an effort to create a vibrant downtown through planning and public improvements. Forest Park's Main Street overlay zoning ordinance was designed to ensure that all development in the city's designated downtown area reflects the traditional character the community desires. However, despite the efforts of Forest Park's planners, a coherent downtown has yet to emerge. This report will explore Forest Park's current overlay zoning ordinance, and determine whether changes could be made to bring the ordinance closer to achieving the city's objectives.

Comprehensive Plan Objectives

One of the goals of this zoning audit is to determine whether Forest Park's overlay zoning standards are consistent with the city's other adopted plans. This makes it worthwhile to take a look at the objectives of Forest Park's comprehensive plan that are especially relevant to the Main Street overlay. The following are comprehensive plan objectives we identified that are closely tied with the purpose of the Main Street overlay:

> ***"Heritage Preservation Objective:***
> *The traditional character of the community should be maintained through preserving and revitalizing historic areas of the community, encouraging new development that is compatible with the traditional features of the community, and protecting other scenic or natural features that are important to defining the community character.*
> …
> ***Housing Opportunities Objective:***
> *Quality housing and a range of housing size cost, and density should be provided in each community, to make it possible for all who work in the community to also live in the community.*
> …
> ***Traditional Neighborhood Objective:***
> *Traditional neighborhood development patterns should be encouraged, including use of more human scale development, mixing of uses within easy walking distance of one another, and facilitating pedestrian activity.*
> …
> ***Infill Development Objective:***
> *Communities should maximize the use of existing infrastructure and minimize the conversion of undeveloped land at the urban periphery by encouraging development or redevelopment of sites closer to the downtown or traditional urban core of the community.*
> …
> ***Sense of Place Objective***
> *Traditional downtown areas should be maintained as the focal point of the community or, for newer areas where this is not possible, the development of activity centers that serve as community focal points should be encouraged. These community focal points should be*

attractive, mixed-use, pedestrian-friendly places where people choose to gather for shopping, dining, socializing, and entertainment."[1]

These objectives speak to precisely the kind of development the Main Street overlay ordinance is meant to produce. Forest Park's residents and leaders want a walkable, human-scaled urban core that preserves the community's character while offering expanded choice and opportunity. Any suggested changes to the ordinance should be scrutinized based on how well they align with these goals.

Methods

The findings of this study came through an in-depth review of Forest Park's current overlay zoning ordinance, along with reviews of similar ordinances in peer communities. A table of all the reviewed ordinances, and some of their distinguishing features, can be found in **Appendix A**. Our recommendations take into account the specific needs and character of the city. In some cases, rules that were commonly implemented in other overlay zoning codes did not seem appropriate for Forest Park. The comprehensive plan goals outlined in the previous section provided the primary standards used to judge the success of the current overlay. Elements of the overlay were also evaluated based on whether they fulfilled their stated purpose of helping to "attract and direct new growth" in the Main Street area.[2]

Review of Current Standards

OVERLAY BOUNDARIES

Although it is easy to overlook, the boundaries of the overlay district are a vital component of the ordinance. For the overlay to succeed, developers should get the sense that the overlay's standards are impartial and binding. This means that the overlay should be drawn in such a way that enforcing its design regulations can be done without granting constant exceptions.

As currently drawn, the Main Street overlay includes the Forest Square Shopping Center near the intersection of Jonesboro and Main Street. The tissue of this shopping center is quite unlike anything else in the overlay district, featuring the largest single parcel of land in the overlay. It seems highly unlikely that this big-box center could be incrementally redeveloped. Excluding the area north of Main Street on Jonesboro road from the overlay district, or exempting the area from most of the overlay's design standards (such as zero-foot-setbacks) is an option that the city should consider.

[1] City of Forest Park, *Comprehensive Plan 2010 Partial Update* (2010), p. 4 - 8
[2] Forest Park Code of Ordinances § 8-8-201

Fig A: The Forest Square Shopping Center and adjacent areas

PARKING

Properly planned parking is a crucial element in creating the sort of walkable, traditional developments called for in Forest Park's comprehensive plan goals. Forest Park's overlay zoning mentions that shared parking is encouraged, but it does not specify how this alters the underlying parking requirements (since it is assumed that the requirements of the underlying zoning are still in effect), or how shared parking needs should be calculated.

In other cities, it is quite common to explicitly remove or lower minimum parking requirements in downtown overlay areas. Since the goal of a downtown area is to create a unique, walkable space, lower parking requirements allow for more compact development at a lower cost to developers. If shared parking is encouraged, the city should provide examples of shared parking agreements that could be used by businesses, along with methods to calculate the amount of spaces needed in such a situation. Examples of model shared parking agreements and tables for calculating required spaces are included in **Appendix C**.

The regulations related to parking lot vegetation could also use clarification. The overlay ordinance specifies that parking lots "shall be vegetated," and mentions that they should contain vegetated swales in islands and medians.[3] However, there is no level of cover required. If vegetation cover is required, the minimum cover level should be specified. Fairburn and Northlake's ordinances specify that 10% of parking lot area should be devoted to landscape islands.[4] Rather than specify an exact percentage, College Park requires a six-foot landscaped buffer around the edge of parking lots, and eight-foot

[3] Forest Park Code of Ordinances § 8-8-207-b-3

[4] Fairburn Code of Ordinances § 80-89-i4, Dekalb County Code of Ordinances § 27-730.2.18-f-1

landscape islands at the end of each row of parking.[5] Regardless of the approach selected, clear landscaping requirements will eliminate guesswork by developers, and help speed up the project approval process.

ARCHITECTURAL AND DESIGN REQUIREMENTS

The purpose of Forest Park's overlay zoning ordinance is to create high-quality development in the core of the city. However, high-quality development can be accomplished in a number of different ways. The American Institute of Architects recommends creating design guidelines at a "moderate degree of specificity," avoiding "overly prescriptive" rules that reduce innovation and result in more complicated approval processes.[6] Restrictions on specific materials should be whittled down to those that are absolutely inappropriate, to give as much room for creativity within the framework of high-quality development standards. As with refining the boundaries of the overlay, reducing prescriptive style requirements will make it less likely that the city will have to grant numerous exceptions to the standards, reinforcing their relevance to the development community.

A few design standards in the overlay immediately stand out as candidates for revision. Most of the overlay ordinances reviewed include stucco in their list of high-quality facade materials, but stucco is prohibited by Forest Park. Windows in residential buildings are required to be "true divided light" windows, which are more costly and difficult to obtain than simulated divided light windows, which produce a similar aesthetic effect.[7] In the overlay's residential building requirements, there is even a mandate on the relative location of living rooms and bedrooms -- undoubtedly a solid architectural principle, but one that oversteps the municipal government's traditional interest in regulating public spaces.[8] The table below lists sections of the ordinance that prohibits or requires specific materials and architectural features:

Table A: *Specific material and architectural standards*

Ordinance Reference	Description
§ 8-8-207-e-5	*Wall and fence materials*
§ 8-8-213-b,c,d,e	*Building facade, detail, and awning materials, along with brick, paint, and fabric colors*
§ 8-8-214-d	*Architectural features required for entrances*

[5] City of College Park, *Downtown Design Guidelines (*2011), 1.51
[6] American Institute of Architects, *Improving the Architectural Design Review Process* (2012), http://www.aia.org/aiaucmp/groups/aia/documents/pdf/aiab096257.pdf (last visited August 14, 2015)
[7]William Hageman, *Divided-light windows: The faux and the real* (2011), Chicago Tribune, http://articles.chicagotribune.com/2011-01-31/classified/sc-home-0131-windows-20110131_1_true-divided-light-andersen-windows-panes (last visited August 14, 2015)
[8] Forest Park Code of Ordinances § 8-8-228-h

Table A: *Specific material and architectural standards*	
Ordinance Reference	**Description**
§ 8-8-216	*Various aesthetic requirements for the ground floor of commercial buildings*
§ 8-8-218-b,c	*Decorative elements required for roofs*
§ 8-8-218-h	*Commercial building roof materials*
§ 8-8-225-b,c,d,e	*Materials for townhomes, condos, and single-family homes*
§ 8-8-227	*Regulates the proportional grouping of windows in residential buildings, and limits "small fixed windows" to one per facade*
§ 8-8-229-a	*Decorative elements required for residential roofs*
§ 8-8-229-g	*Residential building roof materials*
§ 8-8-233	*Detailed architectural guidelines for parking structures*

Many of the rules listed in the table above may be appropriate for guiding development. However, each requirement should be re-examined to ensure that they truly reflect the necessary building-blocks of quality development, rather than subjective design preferences.

The regulation of drive-through businesses is another area where the overlay's restrictions could be reasonably relaxed. Building a drive-through facility on Main Street is absolutely prohibited by the current ordinance.[9] This rule is quite unusual among peer overlay districts. In most cases, overlay ordinances deal with drive-through businesses by altering the form, rather than prohibiting the use altogether. For example, access to drive-throughs can be restricted to side streets or rear alleys, and drive-through structures are often moved to the rear of the building.

MIXED USE DEVELOPMENTS

Developing mixed-use areas is central to achieving the Traditional Neighborhood and Sense of Place objectives defined in Forest Park's comprehensive plan. Unfortunately, Forest Park's overlay ordinance relies entirely on underlying zoning to determine what uses are allowed on any given parcel in the overlay district. If someone wishes to build the types of development encouraged in the overlay ordinance, they will still need to go through the standard rezoning process if the current zoning is incompatible. The result is that rather than incentivizing mixed-use development in the Main Street area, Forest Park's current regulations act as a barrier. In order to build a mixed-use development, a developer is required to navigate the standard rezoning process in addition to the Architectural Design Review Board process laid out in the overlay ordinance.

[9] Forest Park Code of Ordinances § 8-8-209-a

To solve this problem, the text of the ordinance could be amended to include a use component that would automatically allow all appropriate uses. An example of language that would enable mixed use development can be found in Dekalb County's Northlake overlay zoning ordinance:

> "All properties, excluding those zoned under any "R" (Residential designation, may be used in accordance with the uses authorized in the underlying zoning district **or for the following principal uses of land and structures or a combination of these uses in a mixed use development subject to the standards and limitations contained within this division.**"[10] *(Emphasis added)*

Following this preamble, the Northlake ordinance goes on to list all the uses that can be built and combined in the overlay district. Most of the other overlay ordinances and downtown codes reviewed for this report contained similar use components.

Potentially overriding the use classication of parcels in the overlay district is not as radical as it may seem. Forest Park's overlay zoning ordinance supersedes the underlying zoning whenever they conflict. The ordinance already overrides the underlying zoning in a number of areas. Adding a use component to the ordinance would expand on this logic, and bring the overlay closer to accomplishing the goals of Forest Park's comprehensive plan.

SIGNAGE

The Main Street overlay contains signage regulation in addition to the city's existing sign ordinance. The most notable regulation is a prohibition of all freestanding signage in the Main Street district. This could be an unnecessary restriction. The *quality* of signage is often more important than the *type* of signage; high-quality freestanding signage may prove to be quite compatible with the kind of development Forest Park would like to see.

Other overlay codes provide examples of how to allow a greater range of signage. McDonough's downtown design code allows monument signs, post & arm signs, and A-frame signs, as long as they follow certain design standards.[11] Fairburn's overlay also allows for monument signs and A-frame signs.[12] Pole signs are the most commonly prohibited sign-type. It should be noted that even if the signage requirements are expanded to include the freestanding types allowed elsewhere, some existing businesses will still have signs that violate the standards. This should not be a serious issue for the owners of these businesses, however, since the standards of the overlay only apply in cases of substantial renovation or new construction.

HOUSING OPTIONS

Forest Park's comprehensive plan establishes increasing housing opportunity as one of the city's primary policy objectives. But in the Main Street overlay ordinance, multi-family residential buildings are banned from the overlay area.[13] This is quite unusual for an ordinance that aims to build a traditional, walkable

[10] Dekalb County Code of Ordinances § 27-730.2.5
[11] City of McDonough, *Downtown Code* (2012), p. 30
[12] Fairburn Code of Ordinances § 80-89-m
[13] Forest Park Code of Ordinances § 8-8-224

district, and contradicts the city's goal of providing diverse housing opportunities. Amending this provision to allow for a broader variety of housing in the Main Street district will bring the ordinance closer to the goals of the comprehensive plan. Although apartments are often associated with lower quality than condos, the design standards of the overlay would still prevent poorly-designed apartment complexes from being built in the Main Street area. As with signage, setting standards for quality is a more reasonable standard than imposing blanket restrictions on certain types.

SIMPLIFYING THE ORDINANCE ITSELF

Up until this point, our audit has focused on the regulatory content of Forest Park's overlay ordinance. A separate issue is the organization and readability of the ordinance, and other supporting materials. To ensure that developers are able to successfully grasp the overlay ordinance's content, Forest Park should consider strategically revising the text.

As much as possible, requirements that are repetitive should be consolidated or removed. For example, there is a significant amount of overlap between the general streetscape guidelines, and the subsequent guidelines for the Main Street, Forest Parkway, and Jonesboro Road streetscapes. In these sections, tables could be used to reduce repetition, and provide a clearer comparison of the different areas. An example of one possible table is shown below:

Table B: *Streetscape requirement comparison table*

	Main Street	**Forest Parkway**	**Jonesboro Road**	**All Other Roads**
Sidewalk Zone Widths:				
Landscape Zone	N/A	6' min.	6' min.	N/A
Furniture Zone	5' min.	3' x 8' paved pads provided for furniture	4' min.	4' min.
Clear Walking Zone	9' min.	8' min.	8' min.	6' min.
Supplemental Zone	5' – 10'	N/A	N/A	4 – 8 ' *(residential areas only)*
Crosswalk Treatments:				

Table B: *Streetscape requirement comparison table*				
Specialty Paving	Yes	Yes	Yes	Yes
Raising Paving	Yes	No	No	Yes
Striping	Yes	Yes	Yes	Yes
Bulb-outs	Yes	No	No	Yes
Tree Planter Requirements:	5' x 5' wells with a metal grate covering, flush to surrounding pavers.	N/A	4' x 10' planting beds in furniture zone, with groundcover filling.	N/A

The ordinance could also benefit from the addition of a strong visual component. Currently, Forest Park has a supplemental design guideline booklet containing photos that illustrate many of the overlay's design concepts. However, because these photos are of specific places around the Atlanta metro, they do not effectively illustrate the precise requirements of Forest Park's ordinance. Simple conceptual illustrations of things like streetscape dimensions, building heights, setbacks, and other core overlay elements, would add to the overlay's ease of use. Planning professionals have long recognized the value of translating dense zoning texts into simple illustrations.[14]

Although the cost of hiring professional graphic designers can be prohibitive, there are more affordable options available. Hiring an architecture or design student to create illustrations would be a potential opportunity to save money, while providing the student with a valuable learning experience and portfolio-building opportunity. Some schools already have formal programs set up to assist towns with design work. For example, The University of Georgia's College of Environment and Design offers low-cost design assistance to Georgia communities through their Center for Community Design and Preservation.[15]

[14] Jerome Kaufman, *Illustrating the Zoning Ordinance* (1962), American Planning Association Information Report 165, https://www.planning.org/pas/at60/report165.htm (last visited August 14, 2015)
[15] The University of Georgia, *Center for Community Design & Preservation*, http://www.ced.uga.edu/services_outreach/ccdp/ (last visited August 14, 2015)

Moving Forward

In summary, our audit provides the following recommendations:

- When possible, reduce prohibitions and requirements related to specific materials and architectural styles.
- Add specificity to key requirements -- especially parking -- that are currently unclear.
- Redraw the boundaries of the overlay to exclude areas where it would not be feasible to enforce the design standards.
- Consider adding a use component to facilitate mixed-use development without rezoning.
- Streamline the text of the standards when possible, and create a visual guide to the standards that are specifically tailored to the text.

The Main Street overlay is an important step toward accomplishing the objectives of Forest Park's comprehensive plan. However, whether or not Forest Park gains a traditional downtown will not be determined by zoning. The Main Street overlay should be refined and streamlined. But it should not be expected to carry the weight of Forest Park's future alone.

Land-use regulation guides the shape of real estate development, but it is rarely the factor that draws development in the first place. From the developer's perspective, extra design standards, along with an additional review process, can be obstacles to building a project. Some of the changes suggested in this report, such as increasing the range of uses allowed in the overlay, decreasing parking requirements, and loosening restrictions on architectural features and signage, may ease this burden. Even so, the need for more incentives will remain.

APPENDIX A: Overlay Standards Comparison Matrix

	Tucker, GA	McDonough, GA	College Park, GA	Fairburn, GA	Northlake (Dekalb County, GA)	Suwanee, GA	Lawrenceville, GA
Design Guidelines							
Color Palettes Provided	No	No	No	Yes	No	Based on city-wide standards	No
Building Material Restrictions	Yes	Yes	Yes	Yes	Yes	Based on city-wide standards	Yes
Ground-Level Facade Transparency Requirement	65%	Residential: 30% Mixed-Use 60% - 70%	Retail: 75% Offices: 50%	75%	Retail: 45% Other uses: 30%	N/A	N/A
Utility / Trash Screening Requirement	Yes	Yes	Yes	Yes	Yes	Based on city-wide standards	Yes
Height Maximum	45’	Residential: 3 stories Corridor Mixed: 4 stories Town Square Mixed: 3 stories* Neighborhood Ind.: 4 stories	Conditional	4 stories	High Intensity Commercial: 180’ Office Park: 135’ Employment Center: 60’	Commercial District: 3 stories Infill Residential: 40’	Commercial and Single-Family: 35’ Townhome, Live-Work, and Courthouse Square: 45’ Civic: 65’
Height Minimum	28’	Residential: 18’ Corridor Mixed: 22’ Town Square Mixed: 22’ Neighborhood Ind.: None	N/A	16’	N/A	N/A	18’
Front Setback Maximum	Avg. of current setbacks	Residential: 18’ Corridor Mixed: 18’ Town Square Mixed: 6’ Neighborhood Ind.: 12’	20’	Educational Node: 20’ Other areas: 10’	High Intensity Commercial: 20’ Office Park: 30’ Employment Center: 30’	N/A	Commercial: 50’ Civic: 60’ Townhome, Live-Work, and Courthouse Square: 20’ Single-Family: 3’
Front Setback	0’	Residential: 6’	0’	0’	High Intensity	Commercial District:	Civic, Commercial,

Minimum		Corridor Mixed: 0’ Town Square Mixed: 0’ Neighborhood Ind.: 0’			Commercial: 0’ Office Park: 0’ Employment Center: 20’	0’ Infill Residential: 5’	and Courthouse Square: 0’ Townhome and Live-Work: 10’ Single-Family: 15’
Entrances must face public sidewalk	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Permitted Use Classes							
Multi-Family Residential	Yes	Yes	Depends on underlying zoning	Yes	Yes	Yes	
Single-Family Residential	Yes	Yes	Depends on underlying zoning	Yes	Yes	Yes	Yes
Commercial	Yes	Yes	Depends on underlying zoning	Yes	Yes	Yes	Yes
Mixed-Use	Yes	Yes	Depends on underlying zoning	Yes	Yes	Yes	Yes
Building Orientation / Parking							
Parking allowed between sidewalk and facade	No	No (except for residential driveways)	No	No	No	No	Yes
Altered parking minimum	Yes	Yes (replaced with parking maximum)	No	No	Yes	No	No
Shared parking	Yes	Yes	Yes	Yes	Yes	No	Yes
Bicycle parking required	Yes	Yes	No	Yes	Yes	Yes	Yes
Parking lot vegetation requirements	6’ wide landscape strip around the perimeter, one tree per 10 parking spaces	1 tree and 8 shrubs per 10 parking spaces	8’ wide landscape island at end of every row of parking, 6’ wide landscape strips around perimeter	10% landscaping cover	10% landscaping cover	N/A	N/A

Signage							
Some freestanding signage permitted	Yes	Yes	Yes	Yes	Yes	N/A	N/A
Material requirements	Yes	No	Yes	Yes	Yes	N/A	N/A
Specific size requirements	Yes	Yes	Yes	No	Yes	N/A	N/A

APPENDIX B: Main Street Development Checklist

Note: this checklist is based on the current ordinance. If the overlay is revised, this checklist will have to be revised as well.

Project Name:			
Project Address:			
Project Description			
Zoning Classification:		**Total Acres:**	
Rezoning or variance required:	☐Yes ☐No	**Proposed Building Square Footage:**	

Landscaping

Irrigation system provided:	☐Yes ☐No	
Privacy fences around service areas, refuse, utilities:	☐Yes ☐No	
Grass areas seeded to provide Complete coverage:	☐Yes ☐No	

Street Trees

Tree Species:		
Caliper Width:		*Minimum: 3 in.*
Height at installation:		*Minimum: 12 ft.*
Mature Height:		*Minimum: 40 ft.*
Limb Clearance		*Minimum: 8 ft.*

Streetscape – All Areas

Sidewalks connect with existing sidewalks:	☐Yes ☐No	
Visually emphasized crosswalks:	☐Yes ☐No	
On-street parallel parking provided:	☐Yes ☐No	
Number of curb cuts:		
Curb cut width:		*Maximum: 12 ft. for one-way, 24 ft. for two-way*
Percentage of vegetation cover in parking lot:		
Surface parking screened from sidewalk:	☐Yes ☐No	
Parking lot setback:		*Minimum: 4 ft. if near residential frontage*
Landscape / furniture zone width:		*Minimum: 4 ft.*
Clear walking zone width:		*Minimum: 6 ft.*
Vertical clearance on sidewalk:		*Minimum: 8 ft.*
Clear walking zone material:		*Required: Concrete, plain or stained, with a broom finish, or brick/concrete pavers set in sand without mortar*
Landscape / furniture zone material:		*Required: Brick or concrete permeable pavers*
Parking lot material:		*Required: Pervious pavement, brick and concrete pervious pavers, or standard asphalt*
Pedestrian lighting centered between street trees:	☐Yes ☐No	
Pedestrian lighting height:		*Maximum: 16 ft. tall*

Dumpster screening wall or fence height:		*Minimum: 8 ft. tall*
Sidewalk wall or fence height:		*Maximum: 42 in.*

Signage

Signage material:		
Signage types:		*Freestanding signage prohibited*
Vertical clearance of blade sign:		*Minimum: 8 ft.*
Encroachment permit acquired for blade sign:	☐Yes ☐No	

Streetscape – Main Street

Furniture zone width:		*Minimum: 5 ft.*
Clear walking zone width:		*Minimum: 9 ft.*
Supplemental zone width:		*Minimum: 5 ft.* *Maximum: 10 ft.*
Street trees planted in 5' x 5' wells with grate covering:	☐Yes ☐No	

Streetscape – Forest Parkway

Crosswalks emphasized with specialty paving or striping:	☐Yes ☐No	
Pedestrian refuges added to medians:	☐Yes ☐No	
Mid-block crosswalks provided:	☐Yes ☐No	
Landscape zone width:		*Minimum: 6 ft.*

Clear walking zone width:		*Minimum: 8 ft.*
Vegetated swales in landscape zone and medians:	☐Yes ☐No	
Vegetated swales planted with native grasses and groundcover:	☐Yes ☐No	
Street trees planted at back edge of sidewalk:	☐Yes ☐No	
3' x 8' paved pads at back of sidewalk provided for street furniture:	☐Yes ☐No	

Streetscape – Jonesboro Road

Crosswalks emphasized with specialty paving or striping:	☐Yes ☐No	
Landscape zone width:		*Minimum: 6 ft.*
Furniture zone width:		*Minimum: 4 ft.*
Clear walking zone width:		*Minimum: 8 ft.*
Trees planted in 4' x 10' planting beds in furniture zone:	☐Yes ☐No	
Vegetated swales in landscape zone and medians:	☐Yes ☐No	
Vegetated swales planted with native grasses and groundcover:	☐Yes ☐No	

Building Setback and Orientation – General

Setback from back of the sidewalk:		*Maximum: 0 ft. for mixed-use and commercial buildings*
Building oriented toward pedestrian street:	☐Yes ☐No	

Pedestrian entrances located along sidewalk:	☐Yes ☐No	
Architectural features that address prominent intersection:		
Architectural features that address corner:		
Encroachment permit acquired for balconies, bay windows, or other encroachments into pedestrian right-of-way	☐Yes ☐No	

Building Height and Materials

Building height:		*Minimum: 1 floor or 24 ft.* *Maximum: 5 floors or 70 ft.*
Floor-to-ceiling height:		*Minimum: 18 ft.*
Façade materials:		*Allowed: Brick, wood, or aluminum*
Detail materials:		*Allowed: transparent glass, fabric awnings, metal canopies*
Brick colors:		*Allowed: natural tones, such as browns, oranges, reds, and creams*
Paint and fabric colors		*Allowed: subtle tones*

Building Entrances

Primary entrance oriented toward pedestrian street:	☐Yes ☐No	
Primary entrance at grade for accessibility:	☐Yes ☐No	
Entrances for upper level use	☐Yes ☐No	

distinguished from retail entrances:		
Architectural features used to emphasize entrance:		*Examples: varied massing, materials, canopy, change in roof line.*
Entry recess depth:		*Maximum: 4 ft.*
Entry door transparency:		*Minimum: 50 ft.*
Pedestrian alleys maintained between buildings:	☐Yes ☐No	
Street address number located above entrance:	☐Yes ☐No	
Height of street address number:		*Minimum: 6 in.*

Façade Transparency

Ground floor façade transparency:		*Minimum: 65%*
Door transparency:		*Minimum: 50%*
Upper façade transparency:		*Minimum: 35%* *Maximum: 50%*
Width of largest windowless expanse facing pedestrian street:		*Maximum: 10 ft.*
Level at which storefront windows begin:		*Maximum: 36 in.*
Window head height:		*Minimum: 10 ft.*
Upper level window proportion ratio:		*Allowed: 1:2, 1:3, 1:4*

Ground Floor Standards

Storefront bulkhead height:		*Minimum: 18 inches* *Maximum: 36 inches*
Transom windows:	☐Yes ☐No	
Horizontal band for signage	☐Yes ☐No	
Beginning height of signage band:		*Minimum: 16 ft.* *Maximum: 20 ft.*
Floors delineated by architectural detailing:	☐Yes ☐No	*Examples: belt courses, cornice lines, windows*

Awnings and Canopies

Awning width:		*Maximum: the width of the storefront.*
Metal canopy width:		*Maximum: twice the width of the doorway*
Awning or canopy vertical clearance:		*Minimum: 8 ft.*

Roofs and Rooflines

Low-slope ("flat") roof:	☐Yes ☐No	
Pitched roof:	☐Yes ☐No	*Only 1 – 2 story noncommercial buildings can have a pitched roof.*
Pitched roof material:		*Allowed: asphalt, clay tile, metal roof system*
Low-slope roof details:		*Examples: parapets, cornices, corbelling*
White reflective membrane on roof:	☐Yes ☐No	

Internal gutters that drain to rear:	☐Yes ☐No	

Nighttime Lighting

Light trespass minimized across property lines:	☐Yes ☐No	
Building mounted light height:		*Min: 8 ft.*
Distance building mounted lights project from façade:		*Max: 24. In.*

Security Measures

Building equipped with a visibly marked key box:	☐Yes ☐No	
Internal roll down gates allow visual monitoring from sidewalk:	☐Yes ☐No	

Service and Utility Screening

Utilities and service located behind buildings, or screened on side:	☐Yes ☐No	
Dumpsters enclosed on four sides, with gated opening:	☐Yes ☐No	
Utilities screened with vegetation or walls under 42':	☐Yes ☐No	
Rooftop equipment screened with parapet walls:	☐Yes ☐No	

APPENDIX C: Shared Parking Resources

Shared Parking – Montgomery County, Maryland

The Montgomery County Zoning Ordinance allows for shared parking when any land or building is under the same ownership or under a joint use agreement and is used for 2 or more purposes. The uses being served by the shared parking arrangement must be within a 500 feet walking distance of the shared parking facility. The number of parking spaces required under a shared parking arrangement in Montgomery County is calculated by the previous mentioned method.

The following is a generalized example of calculating the shared parking requirement for a mixed use development, given the regulations in the Montgomery County Zoning Ordinance. The calculations are based on a development project with general retail and office uses. The retail use has a gross floor area of 100,000 square feet and the office use has a gross floor area of 100,000 square feet. The development is located in the designated Southern Area of Montgomery County and is located 1,000 feet from a Metro station. Given this location, the minimum amount of parking normally required for a retail use is 5 spaces per 1,000 square feet gross floor area and the minimum requirement for an office use is 2.1 spaces per 1,000 square feet gross floor area. The following table summarizes the calculations. The "percentage of parking requirement column" is based on the parking credit schedule in the Montgomery County Zoning Ordinance.

	OFFICE USE			RETAIL USE			
	Minimum Parking Requirement	Percentage of Parking Requirement	**Adjusted Parking Requirement**	Minimum Parking Requirement	Percentage of Parking Requirement	**Adjusted Parking Requirement**	**Parking Requirement by Time Period**
Weekday Daytime	210	100%	**210**	500	60%	**300**	**510**
Weekday Evening	210	10%	**21**	500	90%	**450**	**471**
Weekend Daytime	210	10%	**21**	500	100%	**500**	**521**
Weekend Evening	210	5%	**10.5**	500	70%	**350**	**360.5**
Nighttime	210	5%	**10.5**	500	5%	**25**	**35.5**

For this example, the minimum parking requirement for the shared parking arrangement is **521 spaces** since that is the maximum number of spaces across the five time periods. This is significantly less than what would otherwise be required, 710 spaces, if shared parking were not permitted—a 26% reduction in the minimum parking requirement.

Parking Management Districts

Parking management districts are areas designated by local jurisdictions in which parking supply and rates are regulated to meet the parking needs of the area, at the same time as promoting transit use, ridesharing, and other alternative modes of transportation to the single occupancy vehicle. The two key components of parking management districts—supply management strategies and pricing policies—are designed to work together to enhance economic development and encourage a balanced transportation system in the parking management district. District-based supply management strategies are established to encourage mixed use development projects and areas and to ensure the maximum utilization of land, requiring less land area for parking and, in so doing, making more land available for tax-generating purposes. To complement these supply management strategies, district-based pricing policies are established to influence individual travel behavior and encourage alternative modes of transportation. These pricing policies are discussed in greater detail in the section of this paper on controlling parking demand.

With respect to district-based supply management strategies, the parking supply in parking management districts can be managed on a project-by-project basis or through the development of centralized, shared parking facilities. That is, some local jurisdictions manage parking supply in parking management districts by requiring parking ordinances for development projects located in the district. In applying for a parking

Appendix – Example Shared Parking Agreements

Model - Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, entered into this ____ day of _____, _____, between _____, hereinafter called lessor and _____, hereinafter called lessee. In consideration of the covenants herein, lessor agrees to share with lessee certain parking facilities, as is situated in the City of _____, County of _____ and State of _____, hereinafter called the facilities, described as: [Include legal description of location and spaces to be shared here, and as shown on attachment 1.]

The facilities shall be shared commencing with the ____ day of _____, _____, and ending at 11:59 PM on the ____ day of _____, _____, for [insert negotiated compensation figures, as appropriate]. [The lessee agrees to pay at [insert payment address] to lessor by the _____ day of each month [or other payment arrangements].] Lessor hereby represents that it holds legal title to the facilities

The parties agree:

1. USE OF FACILITIES
This section should describe the nature of the shared use (exclusive, joint sections, time(s) and day(s) of week of usage.
-SAMPLE CLAUSE-*[Lessee shall have exclusive use of the facilities. The use shall only be between the hours of 5:30 PM Friday through 5:30 AM Monday and between the hours of 5:30 PM and 5:30 AM Monday through Thursday.]*

2. MAINTENANCE
This section should describe responsibility for aspects of maintenance of the facilities. This could include cleaning, striping, seal coating, asphalt repair and more.
-SAMPLE CLAUSE-*[Lessor shall provide, as reasonably necessary asphalt repair work. Lessee and Lessor agree to share striping, seal coating and lot sweeping at a 50%/50% split based upon mutually accepted maintenance contracts with outside vendors. Lessor shall maintain lot and landscaping at or above the current condition, at no additional cost to the lessee.]*

3. UTILITIES and TAXES
This section should describe responsibility for utilities and taxes. This could include electrical, water, sewage, and more.
-SAMPLE CLAUSE-*[Lessor shall pay all taxes and utilities associated with the facilities, including maintenance of existing facility lighting as directed by standard safety practices.]*

4. SIGNAGE
This section should describe signage allowances and restrictions.
-SAMPLE CLAUSE-
[Lessee may provide signage, meeting with the written approval of lessor, designating usage allowances.]

5. ENFORCEMENT
This section should describe any facility usage enforcement methods.
-SAMPLE CLAUSE-*[Lessee may provide a surveillance officer(s) for parking safety and usage only for the period of its exclusive use. Lessee and lessor reserve the right to tow, at owners expense, vehicles improperly parked or abandoned. All towing shall be with the*
approval of the lessor.]

6. COOPERATION
This section should describe communication relationship.
-SAMPLE CLAUSE-*[Lessor and lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use.]*

7. INSURANCE
This section should describe insurance requirements for the facilities.
-SAMPLE CLAUSE-*[At their own expense, lessor and lessee agree to maintain liability insurance for the facilities as is standard for their own business usage.]*

8. INDEMNIFICATION
This section should describe indemnification as applicable and negotiated. This is a very technical section and legal counsel should be consulted for appropriate language to each and every agreement.
-NO SAMPLE CLAUSE PROVIDED-

9. TERMINATION
This section should describe how to or if this agreement can be terminated and post termination responsibilities.
-SAMPLE CLAUSE-*[If lessor transfers ownership, or if part of all of the facilities are condemned, or access to the facilities is changed or limited, lessee may, in its sole discretion terminate this agreement without further liability by giving Lessor not less than 60 days prior written notice. Upon termination of this agreement, Lessee agrees to remove all signage and repair damage due to excessive use or abuse. Lessor agrees to give lessee the right of first refusal on subsequent renewal of this agreement.]*

10. SUPPLEMENTAL COVENANTS
This section should contain any additional covenants, rights, responsibilities and/or agreements.
-NO SAMPLE CLAUSE PROVIDED-

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

[Signature and notarization as appropriate to a legal document and as appropriate to recording process negotiated between parties.]

Please return to: Administrative Staff, Cary Planning Department, P.O. Box 2008, Cary, NC 27512-8005

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SAMPLE
Shared Parking Agreement

This Shared Parking Agreement ('Agreement') entered into this _____ day of _____, 200__ by and between _____, whose address is _____, and Parcel Identification Number (PIN) is _____ ('Lessor') and _____, whose address is _____, and Parcel Identification Number (PIN) is _____ ('Lessee').

1. To relieve traffic congestion in the streets, to minimize any detrimental effects of off-street parking areas on adjacent properties, and to ensure the proper and uniform development of parking areas throughout the Town, the Town of Cary Land Development Ordinance ('LDO') establishes minimum number of off-street parking and loading spaces necessary for the various land uses in the Town of Cary; and
2. Lessee owns property at _____, Cary, N.C. ('Lessee Property') which property does not have the number of off-street parking spaces required under the LDO for the use to which Lessee Property is put; and
3. Lessor owns property at _____, Cary, N.C. ('Lessor Property') which is zoned with the same or more intensive zoning classification than Lessee Property and which is put to a use with different operating hours or different peak business periods than the use on Lessee Property; and
4. Lessee desires to use some of the off-street parking spaces on Lessor Property to satisfy Lessee Property off-street parking requirements, such shared parking being permitted by the Town of Cary LDO, Section 7.8.3; and
5. Town LDO requires that such shared use of parking spaces be done by written agreement.

NOW THEREFORE, in consideration of the premises and the information stated above, the parties agree as follows:

1. SHARED USE OF OFF STREET PARKING FACILITIES

Per Section 7.8.2, Town of Cary Land Development Ordinance (Off-Street Parking Space Requirements), Lessor is required _____ off-street parking spaces and has _____ existing off-street parking spaces, which results in an excess of _____ off-street parking spaces. Lessee is required _____ off-street parking spaces and has _____ existing off-street parking spaces.

Lessor hereby agrees to share with Lessee a maximum of _____ off-street parking spaces associated with Lessor's Property, which is described in more detail on Attachment 1, attached hereto and incorporated herein by reference ('Shared Spaces').

Lessee's interest in such parking spaces is non-exclusive. The Lessee's shared use of parking shall be subject to the following:

> *[describe the time, days etc of the use and the nature of the shared use, limits on time vehicles may be parked, etc.]*

2. TERM

This Agreement shall be effective upon execution by both parties and shall be accepted by the Planning Director and shall not be amended and/or terminated without written consent of both parties and the Cary Planning Director, or his/her designee.

3. SIGNAGE

Directional signage in accordance with Chapter 9, Town of Cary Land Development Ordinance and the written approval of Lessor may be added to direct the public to the shared parking spaces.

4. COOPERATION

The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.

5. SUPPLEMENTAL COVENANTS

No private agreement shall be entered into that overrides this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

_____	_____
(Lessor)	(Date)
_____	_____
(Lessee)	(Date)
_____	_____
(Planning Director)	(Date)

_____**COUNTY, NORTH CAROLINA**

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

(Official Seal)

_____
Signature of Notary Public

_____
My Commission Expires

_____**COUNTY, NORTH CAROLINA**

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

(Official Seal)

_____
Signature of Notary Public

_____
My Commission Expires

THE CITY OF SAN DIEGO

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

_____

_____

_____

(THIS SPACE IS FOR RECORDER'S USE ONLY)

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("Agreement") is entered into and effective _____, 20_____, by and between _____, _____and the City of San Diego.

RECITALS

WHEREAS, pursuant to sections 142.0535 and 142.0545 of the Land Development Code, the City of San Diego specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, _____, _____ and the City of San Diego agree as follows:

1. _____ the owner of the property located at _____, agrees to provide _____ the owner of the property located at _____ with the right to the use of (____) parking spaces _____ from _____ as shown on Exhibit A to this Agreement on property located at _____.

   1.1 Applicant: _____ Co-Applicant: _____
   Assessor Parcel No: _____ Assessor Parcel No: _____
   Legal Description: _____ Legal Description: _____
   _____ _____

2. The parking spaces referred to in this Agreement have been determined to conform to current City of San Diego standards for parking spaces, and the parties agree to maintain the parking spaces to meet those standards.

3. The Parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by _____, _____ will be in violation of the City of San Diego Land Development Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the City in order to bring the property into conformance with the Land Development Code requirements for required change for required parking. Applicant agrees to waive any right to contest enforcement of the City's Land Development Code in this manner should this circumstance arise.

   Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the City be obligated by this agreement to remedy such breach. The Parties acknowledge that the sole recourse for the City if this Agreement is breached is against the Applicant in a manner as specified in this paragraph, and the City may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

Continued on Page 2

4. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1 of this document and be enforceable against successors in interest and assigns of the signing parties.

5. Title to and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.

6. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the City.

7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the City's Director of the Development Services Department and written notice of termination of this agreement has been provided to the other party at least sixty (60) days prior to the termination date.

8. This Agreement shall be kept on file in the Development Services Department of the City of San Diego in Project Tracking System (PTS) Project Number: _____ and shall be recorded on the titles of those properties referenced in paragraph 1 of this document.

In Witness whereof, the undersigned have executed this Agreement.

_____
Applicant

Date: _____

_____
Party/Parties Supplying Spaces

Date: _____

_____
Deputy Director

Business and Process Management, Development Services

Date: _____

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.

Reset Button Page 2