

Shared Parking Agreement (SPA) Requirements*

*Citations of the Integrated Development Ordinance (IDO) are from the 2024 Annual Update. These citation locations are subject to change in future IDO updates.

The following must be included in a shared parking agreement submitted to the City of Albuquerque Planning Department, Zoning Division Permit Counter.

- ◆ A signed notarized agreement by all responsible parties or their agent(s) that meets all the standards and provides all information required in the IDO section **5-5(C)(5) Parking Reductions, Credits and Allowances**.
 - If owner of the property is not the one signing the agreement, the notarized document must contain language that signing individual is authorized to do so or have a notarized statement from each owner stating such.

- ◆ Site plan for all properties that are in agreement. This shall include, but not limited to; primary property and the shared parking site(s) with distances between all sites.
 - The site plan shall include the number of required spaces, number of spaces provided for each property, total number of spaces, landscaping, and any other details as required in the IDO sections **5-5(C)(5) Parking Reductions, Credits, and Allowances**,
 - **5-5(C)(6)(e) Off-site Parking Credit**, and **5-5(F)(1)(a)(10) Parking Location and Design**.

- ◆ An aerial photo with the properties that are included in the SPA.

- ◆ Any additional documents that Planning deems necessary for approval.

Once all the necessary documents have been reviewed and it is determined the agreement meets **5-5(C)(5) Parking Reductions, Credits, and Allowances**, the agreement will be signed by appropriate City staff. However, the agreement is not approved or in effect until the agreement, including supporting documents, is recorded with the County Clerk for all parcels included in the agreement.

5-5(C)(5)(b) Shared Parking Reduction

1. Two (2) or more uses listed in **Table 4-2-1** may share one or more parking structures or parking lots located pursuant to Subsection **14-16-5-5(F)(1)(a)**. The sharing of any required parking shall be guaranteed by a legally binding agreement between the owner of the parking area and the owner of the building or use that is located on a different lot and served by the parking area. Such agreement shall address the issue of how parking will be shared if the parties change their business hours and peak business periods.
2. The total off-street parking requirement for those uses may be reduced by the factors shown in **Table 5-5-3**. Off-street parking required shall be the sum of the 2 parking requirements for the 2 uses divided by the factors for that combination of uses. If more than 2 uses share a parking lot or structure, the required parking shall be calculated by applying **Table 5-5-3** to the 2 uses with the largest parking requirements and then adding the required parking for the additional uses.

Example:

Proposed project in a Main Street area includes 40 2-bedroom dwelling units, 15,000 square feet of gross floor area for retail, and 2,500 square feet of gross floor area for a child day care facility.

Step 1: Identify basic parking requirements from **Table 5-5-1**.

$(40 \text{ dwelling units}) * (1 \text{ space per DU}) = 40 \text{ spaces.}$

$(15,000 \text{ sq. ft.}) * (2.5 \text{ spaces per } 1,000 \text{ sq. ft.}) = 37.5 \text{ spaces;}$
rounded to 37.

$(2,500 \text{ sq. ft.}) * (1 \text{ space per } 600 \text{ sq. ft.}) = 4.17 \text{ spaces;}$
rounded to 4.

Step 2: Add the 2 largest parking requirements.

$40 \text{ (multi-family)} + 37 \text{ (retail)} = 77 \text{ spaces.}$

Step 3: Divide by the appropriate factor in **Table 5-5-3**.

For multi-family residential and retail the factor is 1.2.

$77 / 1.2 = 64.17 \text{ spaces; rounded to } 64.$

Step 4: Add other parking requirements without adjustment:

$64 + 4 = 68 \text{ spaces, final adjusted parking requirement.}$

5-5(C)(6)(e) Off-site Parking Credit

1. The provision of required parking at an off-site parking area may be counted toward required off-street parking spaces on a 1-for-1 basis and is allowed for 100 percent of the required parking spaces, except that those required to satisfy the Americans with Disabilities Act shall be provided on the site of the building or use.

2. Off-site parking must meet the location standards in Subsection **14-16-5-5(F)(1)(a)** and shall be guaranteed by a legally binding agreement between the owner of the parking area and the owner of the building or use that is located on a different lot and served by the parking area.

5-5(F) PARKING LOCATION AND DESIGN

5-5(F)(1) Location

5-5(F)(1)(a) All Areas

10. Required parking spaces for uses in the Civic and Institutional, Commercial, and Industrial use categories may be located in a designated parking area on a lot within 330 feet in any direction of the premises served by such parking if they meet the standards in Subsection **14-16-5-5(C)(5)(b) (Shared Parking Reduction)** or Subsection **14-16-5-5(C)(6)(e) (Off-site Parking)**. (See figure below). On-street parking spaces abutting the subject property shall be considered as located on the same lot for the purposes of Subsection **14-16-5-5(C)(6)(d) (On-street Parking Credit)**.

SHARED PARKING AGREEMENT (SAMPLE TEMPLATE)

(Please review Shared Parking Agreement Requirement instructions attached.)

Owner/Applicant

Name: _____ Business Name: _____

Street Address: _____ Legal Description: _____

UPC #: _____

Owner of Off-Site Parking Area

Name: _____ Business Name: _____

Street Address: _____ Legal Description: _____

UPC #: _____



In conjunction with the development of _____ *[business name]* _____, located at _____ *[street address]* _____ (the "Property") for which the legal description is _____ *[legal description]* _____, the City of Albuquerque has allowed, and _____ *[owner/applicant name]* _____ (the "Owner") has voluntarily elected, for a reduction to off-street parking requirements based upon § 14-16-5-5(C)(5)(b) and § 14-16-5-5(C)(6)(e) of the Integrated Development Ordinance and the currently known tenant uses proposed and/or existing on the Property.

The provided site plan, as shown on Exhibit B, includes a parking layout and the reduced parking calculations. Based on the site plan and considering the tenant uses, the Integrated Development Ordinance requires a minimum of _____ off-street parking spaces. Under the terms of this Agreement, _____ off-street parking spaces will be provided on the Property, while the difference between the required number of off-street parking spaces and the parking spaces provided on the Property – _____ parking spaces – will be provided on the property with the off-site parking area, _____ *[street address of off-site parking area]* _____.

The Owner, and its successors and assigns, agrees that it will not change the tenant uses at the Property in a manner that increases the number of required off-street parking spaces unless additional parking spaces are provided. In the event that there are changes to the tenant uses which would increase the number of required off-street parking spaces on the Property, the parking calculations shall be updated by the Owner to reflect such change and presented to the City.

Furthermore, the Owner agrees that the Property shall operate an open/shared parking arrangement, whereby, the Owner shall not segregate property access/parking rights or significantly impair access to parking on the Property by the users of any portion of the Property.

The foregoing shall not, however, impair the right of the Owner or its successors to declare exclusive parking areas for such items as spaces for disabled drivers, loading, designated timed areas such as "15 minute" temporary parking areas, or any other areas set forth on any site plan of the Property approved by the City, or to take commercially reasonable actions to prevent parking in areas which are not designated parking spaces on the site plan.

No sale or transfer of all or any portion of the Property shall be deemed to void or violate this Agreement. The terms of this Agreement shall bind the Owner, successors, and assigns. This Agreement can be amended with mutual consent of the Owner and the City of Albuquerque.

THIS AGREEMENT SHALL BE RECORDED WITH THE BERNALILLO COUNTY CLERK'S OFFICE PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE PROPERTY.

