

# **Metro**

*Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
3rd Floor Board Room  
Los Angeles, CA*



## **Agenda - Final**

**Wednesday, January 17, 2018**

**2:00 PM**

**One Gateway Plaza, Los Angeles, CA 90012,  
3rd Floor, Metro Board Room**

### **Planning and Programming Committee**

*\*Jacquelyn Dupont-Walker, Chair*

*Hilda Solis, Vice Chair*

*Kathryn Barger*

*Mike Bonin*

*Ara Najarian*

*Carrie Bowen, non-voting member*

*Phillip A. Washington, Chief Executive Officer*

*\*Via telephone:*

*Sheraton Downtown Columbia*

*1400 Main Street*

*Columbia, South Carolina, 29201*

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(ALSO APPLIES TO BOARD COMMITTEES)

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A member of the public may address the Board on agenda items, before or during the Board or Committee's consideration of the item for one (1) minute per item, or at the discretion of the Chair. A request to address the Board should be submitted in person at the meeting to the Board Secretary. Individuals requesting to speak on more than three (3) agenda items will be allowed to speak up to a maximum of three (3) minutes per meeting. For individuals requiring translation service, time allowed will be doubled.

Notwithstanding the foregoing, and in accordance with the Brown Act, this agenda does not provide an opportunity for members of the public to address the Board on any Consent Calendar agenda item that has already been considered by a Committee, composed exclusively of members of the Board, at a public meeting wherein all interested members of the public were afforded the opportunity to address the Committee on the item, before or during the Committee's consideration of the item, and which has not been substantially changed since the Committee heard the item.

The public may also address the Board on non-agenda items within the subject matter jurisdiction of the Board during the public comment period, which will be held at the beginning and/or end of each meeting. Each person will be allowed to speak for up to three (3) minutes per meeting and may speak no more than once during the Public Comment period. Speakers will be called according to the order in which the speaker request forms are received. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

In accordance with State Law (Brown Act), all matters to be acted on by the MTA Board must be posted at least 72 hours prior to the Board meeting. In case of emergency, or when a subject matter arises subsequent to the posting of the agenda, upon making certain findings, the Board may act on an item that is not on the posted agenda.

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- a. Disorderly behavior toward the Board or any member of the staff thereof, tending to interrupt the due and orderly course of said meeting.
- b. A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting.
- c. Disobedience of any lawful order of the Chair, which shall include an order to be seated or to refrain from addressing the Board; and
- d. Any other unlawful interference with the due and orderly course of said meeting.

**INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD**

Agendas for the Regular MTA Board meetings are prepared by the Board Secretary and are available

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**NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA**

**CALL TO ORDER****ROLL CALL**

**APPROVE CONSENT CALENDAR Item(s): 15 and 16.**

**Consent Calendar items are approved by one motion unless held by a Director for discussion and/or separate action.**

CONSENT CALENDAR

**15. SUBJECT: REGIONAL RAIL UPDATE THROUGH DECEMBER 2017** [2017-0832](#)

**RECOMMENDATION**

RECEIVE AND FILE the Regional Rail Report through December 2017.

**16. SUBJECT: INTEGRATED STATION DESIGN SOLUTIONS** [2017-0716](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award and execute an 18-month, firm fixed Contract No. PS35771-2001 to M. Arthur Gensler Jr. & Associates, Inc. in the amount of \$1,694,864 for integrated station design solutions, subject to the resolution of protest(s), if any.

**Attachments:** [Attachment A - Procurement Summary](#)  
[Attachment B - DEOD Summary Board Rpt. Jan'18.docx](#)

NON-CONSENT

**17. SUBJECT: MARIACHI PLAZA JOINT DEVELOPMENT** [2017-0740](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to negotiate and execute an 18-month Exclusive Negotiation Agreement and Planning Document (ENA) with East LA Community Corporation ("ELACC" or "Developer") for the development of 1.08 acres of Metro-owned property at the Mariachi Plaza Station Site (Site), subject to resolution of protests, if any.

**Attachments:** [Attachment A - Site Map Mariachi Plaza](#)  
[Attachment B - Procurement Summary](#)  
[Attachment C - Conceptual Site Plan and Renderings Mariachi](#)



**18. SUBJECT: CHAVEZ AND FICKETT JOINT DEVELOPMENT**[2017-0741](#)**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to negotiate and execute an 18-month Exclusive Negotiation Agreement and Planning Document (“ENA”) with Abode Communities (“Abode”) for the development of 1.56 acres of Metro-owned property at Cesar E. Chavez Avenue and Fickett Street (“Site”) in the Boyle Heights community of Los Angeles, subject to resolution of protests, if any.

**Attachments:** [Attachment A - Site Map](#)  
[Attachment B - Procurement Summary](#)  
[Attachment C - Conceptual Site Plan Renderings](#)

**19. SUBJECT: SUPPORTIVE TRANSIT PARKING PROGRAM MASTER PLAN**[2017-0762](#)**RECOMMENDATION**

CONSIDER:

- A. ADOPTING the Supportive Transit Parking Program Master Plan; and
- B. AMENDING Metro’s Parking Ordinance (Attachment A) and Parking Rates and Permit Fee Resolution (Attachment B) in support of the implementation of the Supportive Transit Parking Program Master Plan.

**Attachments:** [Attachment A - Metro Parking Ordinance](#)  
[Attachment B - Metro Parking Rates and Permit Fee Resolution](#)

**20. SUBJECT: SYSTEMWIDE STATION DESIGN STANDARDS**[2017-0605](#)**RECOMMENDATION**

ADOPT the Metro Systemwide Station Design Standards Policy.

**Attachments:** [Attachment A - Metro Systemwide Station Design Standards Policy](#)  
[Presentation - Metro Systemwide Station Design Standards Policy](#)

**21. SUBJECT: CLAREMONT METROLINK STATION STUDY REPORT**[2017-0836](#)**RECOMMENDATION**

RECEIVE AND FILE final report on the Claremont Metrolink Station Study with staff recommendations to keep the Claremont Metrolink Station open and proceed with a staff-level task force to provide recommendations on how Metrolink and Gold Line Phase 2B and other transit services will complement each other to provide greater transit services to the surrounding communities along the shared rail corridor.

- Attachments:**    [Attachment A - Metro Board Motion 21.1](#)  
[Attachment B - Impacts and Measures to the City of Claremont if it becomes a Gold Line Terminus v](#)  
[Attachment C - City of Claremont Resolution](#)  
[Attachment D - Summary of Public Comments](#)

**22. SUBJECT:    ADDITIONAL METROLINK REHABILITATION FUNDING**

[2017-0823](#)

**RECOMMENDATION**

CONSIDER:

- A. PROGRAMMING the Los Angeles County Metropolitan Transportation Authority's (Metro) share of Southern California Regional Rail Authority's (SCRRA - operating as Metrolink) FY17 "Priority B" track and structure rehabilitation work up to \$13,297,500;
- B. APPROVING payment for the City of Los Angeles San Fernando Road Bike Path Three Settlement Costs totaling \$59,629;
- C. REPROGRAMMING prior year SCRRA MOU surplus funds totaling \$3,014,089 as listed below for SCRRA's state of good repair projects:
1. FY 2010-11 MOU - \$1,038,316
  2. FY 2011-12 MOU - \$791,123
  3. FY 2012-13 MOU - \$471,898
  4. Capital Project MOUs - \$712,752
- D. EXTENDING the lapsing dates for funds previously allocated to SCRRA for the Rehabilitation and Renovation Program as follows:
1. FY 2010-11 from June 30, 2017 to June 30, 2018
  2. FY 2011-12 from June 30, 2017 to June 30, 2018
  3. FY 2012-13 from June 30, 2017 to June 30, 2018
  4. FY 2013-14 from June 30, 2017 to June 30, 2018
- E. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between LACMTA and the SCRRA for the approved funding and lapsing date extensions.





## Board Report

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**File #:** 2017-0716, **File Type:** Contract

**Agenda Number:** 16.

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### PLANNING AND PROGRAMMING COMMITTEE JANUARY 17, 2018

**SUBJECT: INTEGRATED STATION DESIGN SOLUTIONS**

**ACTION: AWARD OF CONTRACT**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award and execute an 18-month, firm fixed Contract No. PS35771-2001 to M. Arthur Gensler Jr. & Associates, Inc. in the amount of \$1,694,864 for integrated station design solutions, subject to the resolution of protest(s), if any.

#### **ISSUE**

To ensure Metro stations are safe, smart, clean, and green, and provide a quality customer experience, innovative design solutions responding to current requirements, new technologies, and ongoing station environment design challenges are needed. To develop these solutions, Metro requires the services of a professional design team to assist an interdepartmental Metro working group to determine the placement and design of new equipment, amenities, and other design features affecting the customer environment in Metro stations.

#### **DISCUSSION**

Metro design criteria for both rail and bus rapid transit (BRT) stations and related Standard/Directive Drawings provide requirements and direction for station architectural elements, including placement of equipment and types of materials within public areas. In 2014, the Metro Rail Design Criteria (MRDC) and Standard/Directive Drawings were updated to include the new Systemwide Station Design Standards, which unify and brand station architecture and materials. The purpose of these standards is to improve the transit experience by making stations safer and easier to recognize, navigate and use, while streamlining design, construction, operations and maintenance.

While these documents help streamline the design of new stations by using consistent materials and station architectural language, there remains a number of specific station elements that require further design consideration in order to be fully integrated into station design requirements. With minimal standard requirements for these station elements, designers and contractors have had to create site-specific solutions project by project, rather than being able to follow design standards developed through a holistic design approach that considers all related station functions and attributes. In some cases, this ad hoc introduction (or deletion) of equipment or amenities has

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adversely affected other components of station facilities, operation, flow, and aesthetics, thereby impacting transit rider experience.

Through the establishment of a Metro interdepartmental working group assisted by a highly qualified professional design team, Metro will develop innovative, fully integrated solutions for a series of station design issues that have consistently presented challenges in maintaining a high quality customer environment. These new design solutions will include the placement and design of equipment, amenities, and other design features affecting public areas of new stations, as well as proposed retrofit solutions to existing Metro station facilities.

### Design Elements

To ensure both new and existing Metro rail stations integrate innovative design solutions that effectively address current issues, this project will develop a total of twelve (12) integrated design solutions. Ten (10) specific design issues that have been identified in the project contract are listed below, and two (2) "additional design solution" items will be identified and developed under this Contract through working group sessions with internal Metro departments.

1. safety and security features
2. variable neighborhood identifier
3. accessibility features
4. lighting
5. bird abatement
6. public area operational equipment accommodation
7. landscaping
8. trash and recycling receptacles
9. electronic informational displays
10. advertising equipment placement \*
11. additional design solution #1
12. additional design solution #2

\* Will be coordinated with Metro Communications to ensure consistency with current/future advertising contract.

### **DETERMINATION OF SAFETY IMPACT**

This project will improve safety at current and future Metro stations. New design solutions will be developed through an interdepartmental working group made up of all affected Metro departments involved in station design and construction. The working group will review, vet, build consensus and approve design solutions that are developed to ensure they meet current requirements for safety.

### **FINANCIAL IMPACT**

\$375,000 is included in the FY18 budget for this Contract in Cost Center 4330, Systemwide Design, under Project Number 405563, Integrated Design Solutions.

Since this is a multi-year Contract, the cost center manager and the Chief Planning Officer will be accountable for budgeting the funds in future years.

Impact to Budget

The source of funds is PA, PC, TDA Administration Funds which is not eligible for bus and rail operating or capital expenses.

**ALTERNATIVES CONSIDERED**

The Board may decide not to authorize the execution of this contract. This alternative is not recommended as it would result in a delay of coordinated and effective station design solutions.

**NEXT STEPS**

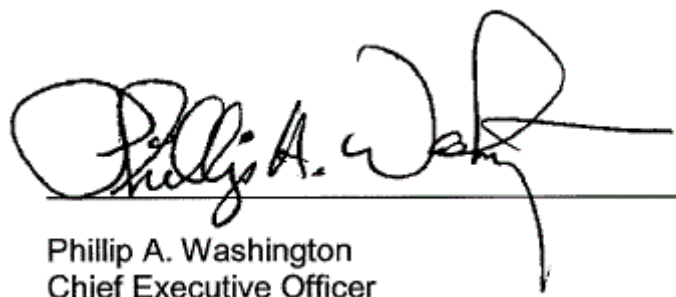
Upon Board approval, staff will execute Contract No. PS35771-2001 to M. Arthur Gensler Jr. & Associates, Inc. Project work is to start in February 2018, with an 18-month project schedule.

**ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - DEOD Summary

Prepared by: Rachelle Andrews, Principal Transportation Planner, (213) 922-3896  
Adam Light, Senior Director, (213) 922-6926  
Nicholas Saponara, Deputy Executive Officer, (213) 922-4313

Reviewed by: Therese W. McMillian, Chief Planning Officer, (213) 922-7077  
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



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Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

INTEGRATED STATION DESIGN SOLUTIONS  
PS35771-2001

1.	<b>Contract Number:</b> PS35771-2001	
2.	<b>Recommended Vendor:</b> M. Arthur Gensler Jr. & Associates, Inc.	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> May 22, 2017	
	<b>B. Advertised/Publicized:</b> May 22, 2017	
	<b>C. Pre-Proposal Conference:</b> June 5, 2017	
	<b>D. Proposals Due:</b> June 29, 2017	
	<b>E. Pre-Qualification Completed:</b> October 19, 2017	
	<b>F. Conflict of Interest Forms Submitted to Ethics:</b> July 11, 2017	
	<b>G. Protest Period End Date:</b> January 19, 2018	
5.	<b>Solicitations Picked up/Downloaded:</b> 106	<b>Bids/Proposals Received:</b> 5
6.	<b>Contract Administrator:</b> Brian Selwyn	<b>Telephone Number:</b> (213) 922-4679
7.	<b>Project Manager:</b> Rachelle Andrews	<b>Telephone Number:</b> (213) 922-3896

**A. Procurement Background**

This Board Action is to approve Contract No. PS35771-2001 issued in support of Metro's Countywide Planning Department which requires assistance developing integrated and innovative design solutions for station elements, which will be implemented at existing and future Metro stations. Board approval of contract awards are subject to resolution of any properly submitted protest.

A previous Small Business Enterprise (SBE) set aside solicitation (RFP PS35771) was issued on December 20, 2016, and three proposals were received on January 30, 2017. Following careful review of the proposals submitted, it was determined by the Proposal Evaluation Team that it was in Metro's best interest to cancel the solicitation and re-issue it at a later date.

The subject RFP was issued in accordance with Metro's Acquisition Policy. The contract type is a firm fixed price.

No amendments to the RFP were issued.

A pre-proposal conference was held on June 5, 2017, and was attended by 41 individuals, representing 34 firms. There were nine questions asked and responses were released prior to the proposal due date.

A total of 106 firms downloaded the RFP and were included in the planholder's list. A total of five proposals were received on June 29, 2017.

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Metro's Systemwide Design, Civil Rights, Art and Design, and Project Engineering departments was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- |   |            |
|---|------------|
| • Experience and Capabilities of Personnel on the Team  | 35 percent |
| • Effectiveness of Management Plan                      | 15 percent |
| • Project Understanding and Approach for Implementation | 30 percent |
| • Cost  | 20 percent |

Several factors were considered when developing these weights, giving the greatest importance to experience and capabilities of personnel on the team.

The five proposals received were determined to be within the competitive range, and are listed below in alphabetical order:

1. Anil Verma Associates, Inc. (AVA)
2. Dattner Architects (Dattner)
3. Foster + Partners Limited (Foster)
4. Johnson Fain, Inc. (Johnson Fain)
5. M. Arthur Gensler Jr. & Associates, Inc. (Gensler)

The PET members independently evaluated and scored the technical proposals from July 5, 2017 to September 25, 2017.

On September 13-14, 2017, the PET conducted interviews with the five firms. The firms had an opportunity to present their proposed project manager, the team's qualifications, and respond to the PET's questions. More specifically, the firms were asked to present a focused presentation describing their plans for carrying out the work specified in the subject Scope of Services.

The final scoring after interviews determined Gensler to be the highest rated proposer.



## **Qualifications Summary of Firms within the Competitive Range:**

### **M. Arthur Gensler Jr. & Associates, Inc. (Gensler)**

Gensler has experience in design, architecture, and planning, delivering innovative and iconic projects. The firm's team of design professionals has expertise managing large, interdisciplinary teams, and has worked on projects with the proposed subcontractors, including the global design talent and expertise from ARUP, on numerous projects locally and globally. The project team has experience with integrated transportation design projects focused on transit station architecture and urban design of similar complex projects, and presents a working knowledge of global best practices. Focused on the process of coordination and consensus building, the firm makes decisions regarding new projects at the outset of the project, thus improving the chances for project success and longevity. Gensler demonstrated the ability to work with stakeholders in order to envision and then develop design solutions that are flexible enough to respond to specific site conditions along with evolving concerns from stakeholders and technological advances, which may occur during the life of the project.

The firm has demonstrated a solid understanding of Metro's Systemwide Station Design Standards, and the need to develop integrated and innovative design solutions for specific detailed station elements that can be effectively standardized and implemented in existing and future Metro stations, thereby ensuring project success. Gensler's proposal provided a clear vision to improve transit connectivity through integrated transit services and station environments, with a focused detailed design approach that will ensure development of innovative design solutions for state-of-the-art Metro stations.

### **Anil Verma Associates, Inc. (AVA)**

Anil Verma specializes in transit and capital improvement design projects, nationally and internationally. The firm has developed and implemented technical requirements and criteria for over 450 stations, including criteria for station public areas, ancillary spaces, and station entrances. Firm principals and key AVA personnel were involved in the development of the Metro Rail Design Criteria (MRDC) in the early 1980s, and are familiar with Metro's current station design requirements as they have worked on several recent Metro transit corridor projects. The project team, which includes subcontractors representing a number of specialties, clearly outlines a direction to follow in order to address the overall design challenges stated in the subject RFP. Although AVA's proposal provides an approach to ensure that new design elements are innovative, the overall project approach is primarily focused on engineering codes and standards.

### **Dattner Architects (Dattner)**

Dattner has experience with large architectural projects within the public sphere, including transportation, infrastructure, and urban planning, that are tailored to

specific project needs and reflect the distinctive diversity of urban environments. Dattner understands the importance of utilizing standardized design elements, while still allowing for flexibility within the design. Including several subcontractors, the project team is bi-coastal, and provides specialties with overlapping and complementary areas of expertise that should support a collaborative process. The project team has experience developing innovative individual station designs for large transportation systems. However, the team did not demonstrate an understanding of the need to integrate new design solutions into Metro's *existing* Systemwide Station Design Standards, but focused on the idea of a new architectural branding strategy for Metro stations.

### **Foster + Partners Limited (Foster)**

Foster + Partners is a firm with a diverse portfolio of rail and infrastructure projects around the globe. Foster approaches projects with state-of-the-art ideas and technologies that provide advanced station designs. The firm has an understanding of urban contextual design for transportation systems and a great depth of international knowledge and resources. In order to ensure the project team understood current Metro project requirements, Foster included Parsons as a subcontractor who would advise the team throughout the project. Parsons has experience working directly on several Metro projects, including Purple Line Extension 1 and Crenshaw/LAX. While the project team generally has experience developing innovative solutions for transportation systems on a large scale (i.e., for development of the new Dubai transit system), the transit design experience provided by the firm's proposal did not adequately demonstrate development of specific detail oriented design solutions.

### **Johnson Fain, Inc. (Johnson Fain)**

Johnson Fain has global experience with a local presence, and experience developing detail oriented design elements. The firm helped develop the original Metro *Kit of Parts*, and has previously provided design assistance to Metro during design review for several station design projects. Johnson Fain has a clear understanding of how to work with internal Metro staff, and is knowledgeable regarding Metro's current design standards. The proposed project team includes subcontractors who specialize in transit-oriented urban design, landscape, lighting, engineering, cost estimating, and signage and graphics. However, in its proposal, the firm did not demonstrate specific expertise in transit facility operations or accessibility. While the firm's outlined approach provides assurance that new design solutions developed through this project are in keeping within Metro's existing station design language and are appropriate for the transit environment specific to Los Angeles, the proposal did not adequately demonstrate the team's ability to develop and integrate truly innovative design solutions, nor did it demonstrate a very clear strategy for getting input from Metro departments from the outset of the project.

Following is a summary of the PET evaluation scores:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>M. Arthur Gensler Jr. &amp; Associates</b>				
3	Experience and Capabilities of Personnel on the Team	90.65	35.00%	31.73	
4	Effectiveness of Management Plan	86.33	15.00%	12.95	
5	Project Understanding and Approach for Implementation	82.25	30.00%	24.68	
6	Cost	66.75	20.00%	13.35	
7	<b>Total</b>	100.00	<b>100.00%</b>	<b>82.71</b>	<b>1</b>
8	<b>Johnson Fain Inc.</b>				
9	Experience and Capabilities of Personnel on the Team	73.75	35.00%	25.81	
10	Effectiveness of Management Plan	69.67	15.00%	10.45	
11	Project Understanding and Approach for Implementation	72.00	30.00%	21.60	
12	Cost	100.00	20.00%	20.00	
13	<b>Total</b>		<b>100.00%</b>	<b>77.86</b>	<b>2</b>
14	<b>Dattner Architects</b>				
15	Experience and Capabilities of Personnel on the Team	76.25	35.00%	26.69	
16	Effectiveness of Management Plan	76.67	15.00%	11.50	
17	Project Understanding and Approach for Implementation	70.75	30.00%	21.23	
18	Cost	54.70	20.00%	10.94	
19	<b>Total</b>	100.00	<b>100.00%</b>	<b>70.36</b>	<b>3</b>
20	<b>Anil Verma Associates, Inc.</b>				
21	Experience and Capabilities of Personnel on the Team	73.00	35.00%	25.55	
22	Effectiveness of Management Plan	70.67	15.00%	10.60	
23	Project Understanding and Approach for Implementation	73.00	30.00%	21.90	
24	Cost	52.00	20.00%	10.40	
25	<b>Total</b>	100.00	<b>100.00%</b>	<b>68.45</b>	<b>4</b>

<b>26</b>	<b>Foster + Partners Limited</b>				
<b>27</b>	Experience and Capabilities of Personnel on the Team	75.25	35.00%	26.34	
<b>28</b>	Effectiveness of Management Plan	76.00	15.00%	11.40	
<b>29</b>	Project Understanding and Approach for Implementation	73.25	30.00%	21.98	
<b>30</b>	Cost	24.75	20.00%	4.95	
<b>31</b>	<b>Total</b>	<b>100.00</b>	<b>100%</b>	<b>64.67</b>	<b>5</b>

### C. Cost Analysis

The recommended price has been determined to be fair and reasonable based upon an independent cost estimate (ICE), cost analysis, technical analysis, fact finding, and statement of work discussions. Gensler adjusted its cost proposal based on Metro's discussions with the firm, which focused on Project Task 5, "White Papers and Updates to MRDC and Standard Directive Drawings" and related tasks. Given the project requirements, as delineated in the Scope of Services, the proposed work effort for this task was deemed acceptable to ensure project success. During discussions, staff determined a higher level of effort was required to complete the services successfully. The final negotiated price reflects the inclusion of this additional effort, while still remaining below Metro's original cost estimate.

	<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
1.	Gensler	\$1,544,722	<b>\$1,815,109</b>	<b>\$1,694,864</b>
2.	AVA	\$1,982,195	<b>\$1,815,109</b>	
3.	Dattner	\$1,884,262	<b>\$1,815,109</b>	
4.	Foster	\$4,162,764	<b>\$1,815,109</b>	
5.	Johnson Fain	\$1,031,015	<b>\$1,815,109</b>	

### D. Background on Recommended Contractor

The recommended firm, Gensler, located in Los Angeles, has been in existence for over three decades. Relevant to this procurement, the Gensler team has experience in the fields of station design, design codes and guides, feasibility studies and site assessment, consultation and community engagement, participatory planning and design, and planning applications. Gensler and its subcontractors have worked with Metro on multiple projects in which the company was tasked with the development of transportation master plans and transit station design. Some of the Metro projects on which Gensler worked, or is working, are the Crenshaw/LAX Northern Extension Urban Design Study, the Little Tokyo/Arts District Station, the Union Station Patsaouras Plaza Busway Station, and the Westlake/MacArthur Park Metro Rail station.

Gensler's Project Manager, has 20 years of experience in transit-related design. He led the consultant team in the development of Metro's First/Last Mile Strategic Plan and is currently involved in the Crenshaw Northern Extension Urban Design Feasibility Study. The team assembled by Gensler consists of six subcontractors, who bring specific, relevant areas of expertise to the project. The team includes ARUP (Transportation Planning and Sustainability), RAW International (RAW) (Operations), Mia Lehrer and Associates (Mia Lehrer) (Landscape Architecture), Leland Saylor Associates (Leland Saylor) (Cost Estimating), Kilograph (Advanced Visualization), and Claris Strategy (Claris) (Safety and Security).

The subcontractors, have extensive experience in their respective fields. Arup brings a knowledge of global best-practices in transportation design guidelines and will provide technical design support for individual station components. The firm is currently working with Metro on the 96<sup>th</sup> Street Station project and the Crenshaw/LAX Transit Corridor. RAW and Mia Lehrer have strong local knowledge and a familiarity with the current MRDC and Directive Drawings, working, respectively, as architects and landscape architects on the design of Metro rail stations. Kilograph will work closely with the design team, helping to communicate specific proposals and the passenger experience through photo-realistic visualizations. Leland Saylor, in existence for over thirty years, will provide value engineering and cost estimating services as an evaluation tool for proposed custom design solutions. Finally, Claris, who will provide expertise on station safety and security, has worked with Metro on the Bus and Rail Operation Center Integration Study and the Emergency and Security Operations Center Design.

DEOD SUMMARY

INTEGRATED STATION DESIGN SOLUTIONS  
PS35771-2001

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 15% Small Business Enterprise (SBE) and 3% Disabled Veterans Business Enterprise (DVBE) goal for this project. Gensler exceeded the goals by making a 16.03% SBE commitment and a 3.01% DVBE commitment.

<b>Small Business Goal</b>	<b>15% SBE 3% DVBE</b>	<b>Small Business Commitment</b>	<b>16.03% SBE 3.01% DVBE</b>
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	<b>SBE Subcontractors</b>	<b>% Committed</b>
1.	MLA Green Inc. dba MLA Lehrer + Associates	3.73%
2.	RAW International	6.99%
3.	Claris Strategy, Inc.	1.75%
4.	Kilograph	3.56%
	<b>Total Commitment</b>	<b>16.03%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>
1.	Leland Saylor Associates	3.01%
	<b>Total Commitment</b>	<b>3.01%</b>

**B. Living Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy is not applicable to this Contract.

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this Contract.

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract.

**Board Report**

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**File #:** 2017-0740, **File Type:** Contract**Agenda Number:** 17.

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**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 17, 2018****SUBJECT: MARIACHI PLAZA JOINT DEVELOPMENT****ACTION: AUTHORIZE EXECUTION OF EXCLUSIVE NEGOTIATION AGREEMENT AND  
PLANNING DOCUMENT****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to negotiate and execute an 18-month Exclusive Negotiation Agreement and Planning Document (ENA) with East LA Community Corporation ("ELACC" or "Developer") for the development of 1.08 acres of Metro-owned property at the Mariachi Plaza Station Site (Site), subject to resolution of protests, if any.

**ISSUE**

In March 2017, Metro released a Request for Proposals (RFP) for joint development of Metro-owned parcels at the Mariachi Plaza Gold Line Station (See Attachment A - Site Map). On June 29, 2017, Metro received two proposals (See Attachment B - Procurement Summary), and following evaluations, staff recommends entering into an ENA with ELACC, the highest scoring firm. During the ENA period, ELACC with Metro staff support, will outreach to the community regarding the project, further refine the scope, seek entitlements and negotiate a term sheet leading to a Joint Development Agreement (JDA) and Ground Lease (GL).

**DISCUSSION****Background**

In November 2009, the Metro Gold Line Eastside Extension opened and began providing light rail transit service including four stations in Boyle Heights. One of the stations, Mariachi Plaza, located at 1st Street and Boyle Avenue, has various vacant parcels of land that were acquired by Metro to build the station and for construction staging. It has since been determined that these properties have potential for transit oriented development. In November 2014, Joint Development (JD) staff recommended awarding an ENA to explore the feasibility of developing a 120,570 square-foot mixed-use commercial project on Parcels A and B, along with a privately-held adjacent parcel. There was significant opposition to this proposal by Boyle Heights residents and stakeholders. In March 2015, staff recommended not moving forward with the ENA and re-initiating the JD process in order to conduct extensive community engagement to create community-driven Development Guidelines for the Site. Following community input, the Mariachi Plaza Development Guidelines (Development

Guidelines) were adopted by the Board in January 2017 and integrated into the RFP.

### Site Description

The Site is adjacent to Mariachi Plaza, a historic symbol of art, culture and commerce for the Boyle Heights community. Serving both as a transit gateway and representative of the community's identity, Mariachi Plaza hosts professional Mariachi musicians, a weekly farmers market, multiple community-organized events and the annual Mariachi Festival. A portion of Mariachi Plaza resembles the famous Plaza Garibaldi located in Mexico City, and serves as an emblem of cultural pride and identity for Boyle Heights. Moreover, the Plaza is a major anchor to the commercial corridor on 1<sup>st</sup> Street and an important gathering space for local residents.

The Site is made up of three parcels with a total developable area of 0.75 acres (See Attachment A - Site Map). Parcels A and B are currently used as surface parking lots, and as such are appropriate for new development. Parcel C, a portion of which houses the existing transit Plaza, can be utilized for ancillary uses to the development such as kiosks, outdoor furniture and dining areas, public art space, landscaping, and/or other open and public spaces. This area is approximately 14,150 square feet in size.

The community engagement and Development Guidelines process helped guide and subsequently establish the vision for the Site. The Development Guidelines offer a community-driven vision for development that will reflect the community's diversity; provide and enhance amenities for local residents and families; create housing to meet the needs of the existing Boyle Heights community; support local businesses, include public open space, and support the preservation of the Mariachi culture. Based on a strong community desire for affordable housing at the Site, the Development Guidelines encouraged proposals to include a minimum of 40 units of affordable housing, with as many as are financially feasible in the "low" and "very low income" restricted categories.

### Developer Proposal

The recommended proposal was submitted by ELACC, a 501(c)(3) nonprofit and Community-Based Organization (CBO) founded in 1995 with the mission to advocate for economic and social justice in Boyle Heights and East Los Angeles. ELACC provides affordable housing, community services, community organizing, and wealth-building services to over 2,000 residents. Since 1995, ELACC has developed and now owns 731 units of affordable rental housing, with 504 units in the pipeline.

ELACC's proposal articulates a project vision that clearly and purposefully follows the stated goals and objectives of the Development Guidelines and includes partnerships with numerous community-based organizations. Moreover, the design captures the essence of the community and is of a scale, form, shape and size that complements and respects the surrounding community (See Attachment C - Conceptual Site Plan and Renderings). Development on Parcel A will consist of a 60-unit affordable rental development targeted to low income families and transitional age youth. This exceeds the expectations for the provision of affordable housing as outlined in the Development Guidelines. The proposed name for the project is the Lucha Reyes Apartments in honor of the late Mexican Mariachi star Lucha Reyes whose statue is situated in Mariachi Plaza. The development will also include 6,340 square feet of retail at street level facing the Plaza and a 2,035 square-foot Mariachi Cultural Center reserved for the Organizacion de Mariachis Unidos de Los Angeles (OMULA). Additionally, across the street on Parcel B, there will be a community garden operated by the CBO and non-profit



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CALO YouthBuild. The project will include parking per the requirements of the City of Los Angeles, as well as an additional 11 spaces for local businesses. Additional parking was included to meet requests from the community to address the high demand for parking for the businesses along 1<sup>st</sup> Street. The project will also include 84 bicycle spaces - 24 will be reserved for tenants, with 60 for public use.

Metro's Joint Development Program seeks to facilitate construction of affordable housing units, such that 35% of the total housing units in the Metro JD portfolio are affordable for residents earning 60% or less of the Area Median Income (AMI). This project supports that goal by bringing the total affordable units completed, in construction and/or in negotiations, to 34%. Twenty-eight of the 60 units will be reserved for families earning 50% of AMI, with 30 units reserved for transitional age youth (18-24 years old) with rents set at 30% of AMI. ELACC will secure 30 project-based Section 8 vouchers for these units. Jovenes, Inc. is a CBO and project partner and will provide supportive services for the transitional age youth. The two remaining units will be for property management and maintenance staff.

For the commercial component, it is anticipated that the property would include space for 1-2 restaurants, and 2-3 small retail shops, ranging in size from 700-1,100 square feet. These smaller retail shops would be designed to encourage and foster neighborhood--serving commercial retail. The public open space located on Parcel B will offer much needed open green space in Boyle Heights which has one of the lowest ratios of green space per resident. As a community garden, this space will offer the community access to fresh produce. The proposed operator, CALO YouthBuild, recently received a grant from the National Wildlife Federation which they intend to use for the operation of the community garden. Finally, the location of Mariachi Plaza has served as an informal gathering place for Mariachi bands. In order to help sustain and preserve the Mariachi tradition at this location, the proposal will include a space for OMULA's members to not only store their equipment and gather together, but also to conduct music classes.

#### Financial Offer

The Metro Joint Development Policy has a number of objectives and goals, one of which is fiscal responsibility and a fair return to Metro. The recommended project proposes a three-tiered ground lease payment structure made up of the following: Tier 1 - Capitalized Ground Lease Payment of \$20,000 per unit paid at execution of Ground Lease (\$1.2 million); Tier 2 - Base Ground Lease Payment of \$25,000 at 1<sup>st</sup> year of operations and escalating 3.5% per annum; and Tier 3 - Percentage rent at 33% of available distributable Cash Flow on an annual basis. Staff will engage a financial consultant to support ongoing financial negotiations and ultimately develop a financial term sheet during the ENA term.

#### The ENA

The ENA term is for 18 months, with the option to administratively extend up to 30 months. Key activities during the term of the ENA include:

- Additional community engagement for project scoping and refinement, led by the Developer and supported by Metro staff
- Beginning of the project entitlement and CEQA process
- Negotiation of a term sheet for the Joint Development Agreement and Ground Lease

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## **DETERMINATION OF SAFETY IMPACT**

Approval of this item will have no impact on safety. Metro's operations staff will review and comment on the proposed development to ensure that the proposal, and in particular the uses on Parcel C, have no adverse impact on the station, portal and public-serving areas on Metro's property.

## **FINANCIAL IMPACT**

Funding for the joint development activities related to the ENA and the proposed project is included in the FY18 budget in Cost Center 2210, Project 401018. In addition, the ENA will require a non-refundable fee of \$50,000 as well as a \$50,000 deposit to cover third-party expenses during the negotiation period.

### **Impact to Budget**

Metro project planning activities and related costs will be funded from General Fund local right-of-way lease revenues and any deposits secured from ELACC, as appropriate. Local right-of-way lease revenues are eligible for bus/rail operating and capital expenses.

## **ALTERNATIVES CONSIDERED**

The Board could choose not to proceed with the recommended action and could direct staff to (a) not enter into an ENA with ELACC, (b) evaluate whether to enter into an ENA with the other proposer; or (c) not proceed with the project and seek new development options via a new competitive process. Staff does not recommend proceeding with these alternatives as the recommended action and proposed project reflect the vision of the community as determined through a robust community engagement process; the selected Developer is a community-based organization committed to ongoing stakeholder engagement; and the recommended Developer was selected through a thorough evaluation process. A new RFP process would delay the development of the Site.

## **NEXT STEPS**

Upon approval of the recommended action, Metro will enter into an ENA with ELACC. The Developer, together with the joint development staff, will continue to solicit community input to refine the project. ELACC will advance project design and begin the environmental clearance and entitlement process. Metro staff, with support from a financial consultant and County Counsel, will negotiate a term sheet for a Joint Development Agreement and Ground Lease. Staff will return to the Board with the terms of a recommended Joint Development Agreement and Ground Lease at the end of the ENA negotiation period.

## **ATTACHMENTS**


Attachment A - Site Map

Attachment B - Procurement Summary

Attachment C - Conceptual Site Plan and Renderings

Prepared by: Nicole Velasquez, Principal Transportation Planner, Countywide Planning & Development, (213) 922-7439  
Jenna Hornstock, Executive Officer, Transit Oriented Communities (213)922-7437

Reviewed by: Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051  
Therese W. McMillan, Chief Planning Officer, (213) 922-7077



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Phillip A. Washington  
Chief Executive Officer

## Attachment A

### Site Map

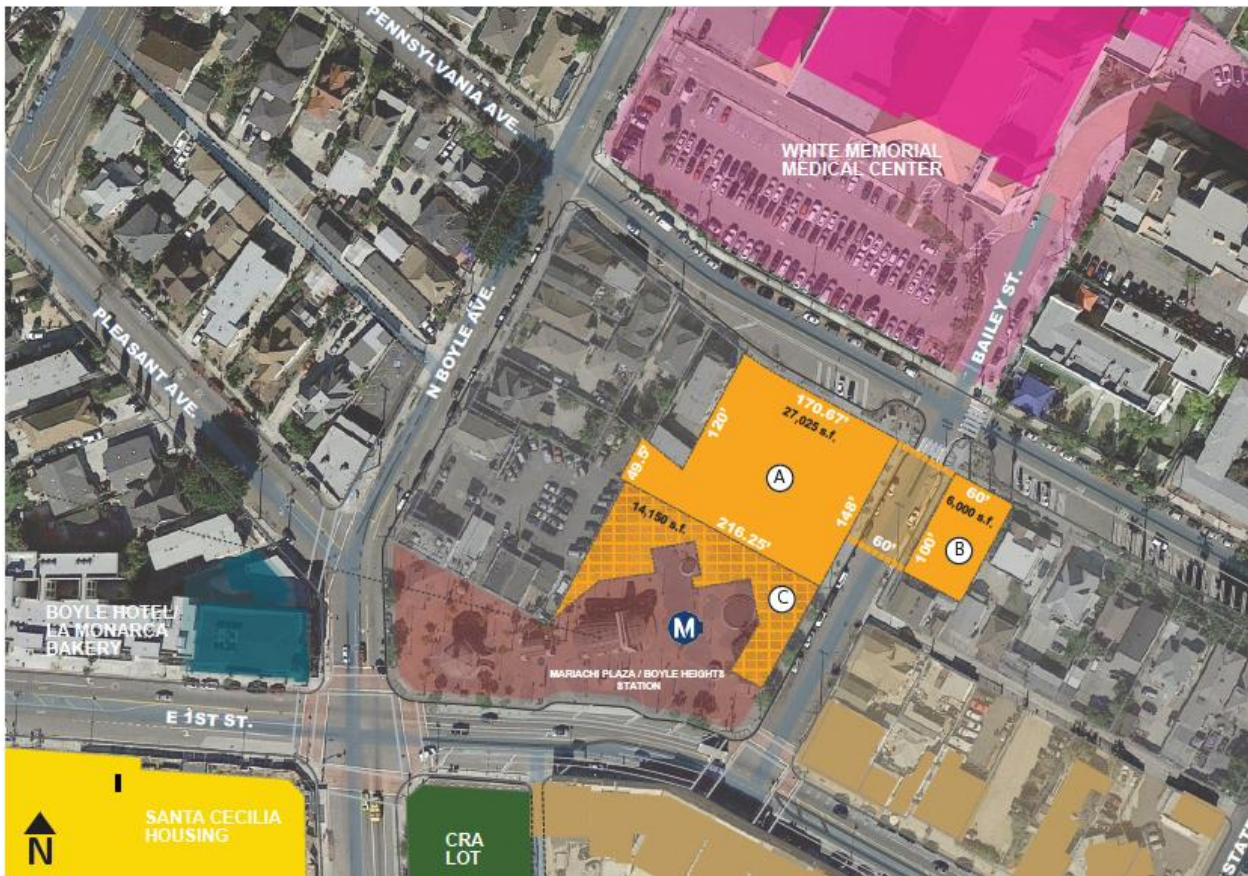


Figure 1: Mariachi Plaza Station Joint Development Site Map

Parcel A: Existing Parking lot (27,025 SF)

Parcel B: Existing lot (6,000 SF)

Parcel C: Portion of existing Mariachi Plaza (14,150 SF)

**PROCUREMENT SUMMARY**

**MARIACHI PLAZA JOINT DEVELOPMENT PROJECT/PS3972200**

1.	<b>RFP Number:</b> PS39722	
2.	<b>Recommended Vendor:</b> East LA Community Corporation	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP- Joint Development <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> March 20, 2017	
	<b>B. Advertised/Publicized:</b> March 20, 2017	
	<b>C. Pre-proposal/Pre-Bid Conference:</b> April 6, 2017	
	<b>D. Proposals/Bids Due:</b> June 29, 2017	
	<b>E. Pre-Qualification Completed:</b> N/A	
	<b>F. Ethics Declaration Forms Received:</b> June 29, 2017	
	<b>G. Protest Period End Date:</b> January 19, 2018	
5.	<b>Solicitations Picked up/Downloaded:</b> 62	<b>Bids/Proposals Received:</b> 2
6.	<b>Contract Administrator:</b> Walter Sparkuhl	<b>Telephone Number:</b> (213) 922-7399
7.	<b>Project Manager:</b> Nicole Velasquez	<b>Telephone Number:</b> (213) 922-7439

**A. Procurement Background**

This Board Action is to approve an Exclusive Negotiation Agreement and Planning Document (ENA) with East LA Community Corporation (ELACC) for the development of 1.08 acres of Metro-owned property at the Mariachi Plaza Station (Site). Board approval of contract awards are subject to resolution of any properly submitted protest(s).

The RFP was issued in accordance with Metro’s Acquisition Policy and will result in an 18-month ENA.

A pre-proposal conference for this RFP was conducted on April 6, 2017 and was attended by 14 people representing 10 firms. One question was asked and a response was provided prior to the proposal due date.

A total of two proposals were received on June 29, 2017.

**B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Metro, the Community-Based Organization (CBO) Leadership for Urban Renewal Network (LURN) and an independent member of the Boyle Heights community, was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- Vision, Scope and Design 35 percent
- Development Team Experience & Financial Capacity 30 percent
- Financials 20 percent
- Implementation 15 percent

The evaluation criteria are appropriate and consistent with criteria developed for other, similar joint development procurements. Several factors were considered when developing these weights, giving the greatest importance to Vision, Scope and Design, and Development Team Experience and Financial Capacity.

Both of the proposals received were determined to be within the competitive range and are listed below in alphabetical order:

1. Cesar Chavez Foundation (CCF)
2. East LA Community Corporation (ELACC)

On September 29, 2017, the PET met and interviewed the firms. The firm's project managers and key team members had an opportunity to present each teams' qualifications and respond to the PET's questions. In general, each team's presentation addressed the requirements of the RFP, experience with all aspects of the required tasks, and stressed each firm's commitment to the success of the project. Also highlighted were work plans and perceived project issues. Each team was asked questions relative to each firm's proposed alternatives and previous experience.

### **Qualifications Summary of Firms within the Competitive Range**

#### **ELACC**

ELACC is a 501(c) (3) nonprofit and Community-Based Organization founded in 1995. ELACC provides affordable housing, community services, community organizing, and wealth building services to over 2000 residents. Since 1995, ELACC has developed and now owns 731 units of affordable rental housing with 504 units in the pipeline.

#### **CESAR CHAVEZ FOUNDATION**

The Cesar Chavez Foundation (CCF) is a California 501(c)(3) non-profit corporation and submitted a proposal with its wholly-owned subsidiary, Vista Del Monte (VDM), also a California 501 (c)(3) non-profit corporation. CCF has over 40 years of experience and has completed over 300 single-family homes for sale to low-income

households and over 4,000 affordable multi-family units throughout sites in California, Arizona, New Mexico and Texas.

### **Summary of Proposed Development Programs<sup>1</sup>**

Each proposer was required to submit a table with gross square footage for each proposed use, including public and private open space, housing units, retail or office space, parking, and any other information relevant to the development program. This information is summarized below.

#### **Residential**

	<b>ELACC</b>	<b>CCF</b>
<b>Residential Units (#)</b>	<b>60</b>	<b>80</b>
# units 30% AMI	30	10
# units 35% AMI		6
# units 40% AMI		8
# units 45% AMI		10
# units 50% AMI	28	12
# units 60% AMI	-	33
Manager's unit	2	1
<b>Bedrooms</b>		
0	26	32
1	19	36
2	8	11
3	7	0

#### **Non-Residential Uses**

	<b>ELACC</b>	<b>CFF</b>
Retail/Dining (SF)	6340	
Cultural Center (SF)	2035	8500
Community Room (SF)		2000
Parking (on-site spaces)	54	84
Bicycle Spaces	84	104
Public Park (SF)	6000	6072

### **Summary of Proposed Funding and Financial Terms<sup>2</sup>**

Each proposer was required to submit the anticipated sources of proposed project funding. Proposers were also required to submit a financial offer to Metro which included key financial information such as ENA fee, lease period, rents at all stages

<sup>1</sup> The Development Program is based on proposal submissions. The recommended proposal is preliminary and subject to change during the transaction negotiation.

<sup>2</sup> The Funding and Financial Terms are based on proposal submissions. The recommended proposal is preliminary and subject to change during the transaction negotiation. The Board will consider final terms as part of the proposed Ground Lease approval.

of development, and any other terms proposers would like to offer. These are summarized below.

**Funding Sources Ratios**

	<b>ELACC</b>	<b>CCF</b>
Equity	\$100	\$2,367,520
Conventional Debt	\$1,945,235	\$1,632,880
Competitive Grants	\$25,637,894	\$25,790,835
<b>Total Development Cost</b>	<b>\$27,583,229</b>	<b>\$29,791,235</b>

**Summary of Proposed Financial Terms**

	<b>ELACC</b>	<b>CCF</b>
Ground Lease Term	55 years plus one 10 year option	65 years
Upfront Payment	\$1.2M at execution of Ground Lease	\$2M at execution of Ground Lease
ENA Fee	\$50,000	\$50,000
Holding/ Construction/ Lease-Up	\$42,803	Yes, amount not specified
Potential Additional Rent	\$25,000 at beginning of 1 <sup>st</sup> YR of operations, escalating at 3.5% per annum; 33% of available residential cash flow, 33% of available commercial cash flow	25% of residual cash flow
Participation Sale/Refinance	33% net proceeds upon refinancing	20% of Developer Fee upon refinancing



A summary of the PET's scores is below.

<b>1</b>	<b>East LA Community Corporation</b>	<b>Average Score</b>	<b>Factor Weight</b>	<b>Weighted Average Score</b>	<b>Rank</b>
<b>2</b>	Vision, Scope and Design	82.84	35%	28.99	
<b>3</b>	Development Team, Experience & Financial Capacity	81.58	30%	24.47	
<b>4</b>	Financials	70.84	20%	14.17	
<b>5</b>	Implementation	83.75	15%	12.56	
<b>6</b>	<b>Total</b>		<b>100%</b>	<b>80.19</b>	<b>1</b>
<b>7</b>	<b>Cesar Chavez Foundation</b>				
<b>8</b>	Vision, Scope and Design	74.41	35%	26.04	
<b>9</b>	Development Team, Experience & Financial Capacity	72.50	30%	21.75	
<b>10</b>	Financials	74.60	20%	14.92	
<b>11</b>	Implementation	77.50	15%	11.63	
<b>12</b>	<b>Total</b>		<b>100%</b>	<b>74.34</b>	<b>2</b>

### **C. Background on Recommended Developer**

The recommended firm, East LA Community Corporation (ELACC), is a CBO and 501(c)(3) nonprofit corporation located in the Boyle Heights community in the City of Los Angeles. ELACC has been in business since 1995 and is a well-established leader in community development. The organization provides affordable housing, community services, community organizing, and wealth building services to over 2,000 residents. ELACC's track record includes leveraging over \$135 million of investment, and houses over 1,000 residents in safe, habitable, and affordable housing throughout Boyle Heights and East Los Angeles. The firm mobilizes a community organizing base of over 1,300 members annually, and has helped over 3,000 families purchase their first homes, avoid foreclosure, establish savings, and build and sustain wealth. ELACC has increased the supply of quality affordable housing by building and/or rehabilitating multi-family housing for very-low and low-income households in Boyle Heights, Unincorporated East Los Angeles, and other Latino communities.

The development team also includes Y&M Architects who has worked on projects totaling over 11,000 units. AMJ Construction Management Services would provide construction management support and has over 30 years of experience. Entitlement services would be provided by QES, Incorporated who has provided services to Los Angeles area developers for over 30 years. The team also includes John Stewart Company who has provided property management services to affordable housing projects since 1978. Community-based non-profit organizations CALO YouthBuild

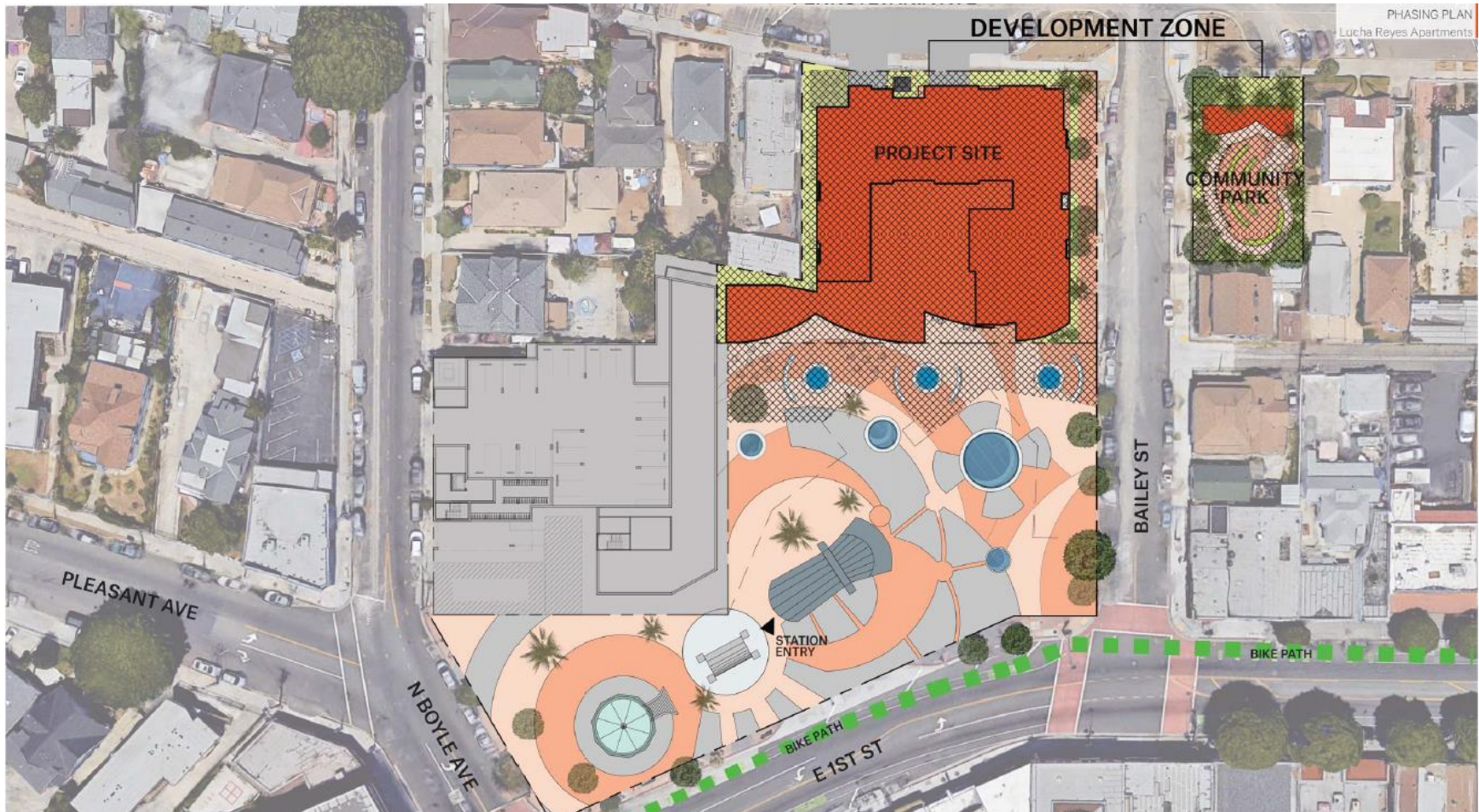
and Jovenes, Inc. will provide services and community programs as members of the project team.

**D. DEOD Summary**

Metro encouraged Development Teams to create opportunities to include Metro-certified SBE/DBE and DVBE firms in their projects, through professional and/or construction services. ELACC did not commit to SBE/DBE or DVBE participation in its proposal. However, ELACC committed to both Veteran Subcontractor Hiring and Veteran Employee Hiring in the delivery of the project.

# Attachment C

## Conceptual Site Plan and Renderings





**Attachment C (cont.)**

**Conceptual Site Plan and Renderings**



Attachment C (cont.)

Conceptual Site Plan and Renderings



**Board Report**

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**File #:** 2017-0741, **File Type:** Contract**Agenda Number:** 18.

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**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 17, 2018****SUBJECT: CHAVEZ AND FICKETT JOINT DEVELOPMENT****ACTION: AUTHORIZE EXECUTION OF AN EXCLUSIVE NEGOTIATION AGREEMENT AND  
PLANNING DOCUMENT****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to negotiate and execute an 18-month Exclusive Negotiation Agreement and Planning Document (“ENA”) with Abode Communities (“Abode”) for the development of 1.56 acres of Metro-owned property at Cesar E. Chavez Avenue and Fickett Street (“Site”) in the Boyle Heights community of Los Angeles, subject to resolution of protests, if any.

**ISSUE**

In March 2017, Metro released a Request for Proposals for joint development of the Site (See Attachment A - Site Map.) On June 29, 2017, Metro received five proposals, and following evaluation of these proposals by the Proposal Evaluation Team, staff recommends entering into the ENA with Abode, the highest scoring firm (Attachment B, Procurement Summary, details the proposal evaluations.) During the ENA period, Abode will work with Metro staff to engage with the community regarding the project, further refine the development scope and design, seek entitlements and California Environmental Quality Act clearance for the project, negotiate the key terms and conditions of a Joint Development Agreement and a Ground Lease for the project (the “Term Sheet”), and ultimately seek Metro Board Authority to execute the Joint Development Agreement.

**DISCUSSION****Background**

As part of the construction of the then-proposed Red Line Eastside Extension, numerous parcels were acquired by Metro to build stations and do construction staging along Cesar E. Chavez Avenue, including the properties at the Site. When the Red Line extension was re-scoped and realigned to 1<sup>st</sup> Street to be part of the Gold Line Eastside Extension, the Site was used for construction staging of the rail project. These uses ceased in 2010 and staff began working with a development team that was chosen to develop the Site via a competitive process. Over time the scope of the development and the make-up of the development team changed so drastically that staff terminated its pursuit of this development, and in spring 2016, reinitiated the joint development process, commencing with extensive community outreach and engagement in order to create new development guidelines for

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the Site. This process led to the Chavez Fickett Development Guidelines (“Development Guidelines”), which were adopted by the Board in January 2017 and were subsequently integrated into a Request for Proposals for development of the Site issued on March 20, 2017.

### Site Description

The Site is situated along Cesar E. Chavez Avenue, a historic commercial corridor dating back to the 1870s. Today, this corridor is a thriving, eclectic, major commercial thoroughfare and serves as an important shopping area for the residents of Boyle Heights. The Site is located a quarter-mile northeast and within walking distance of the Gold Line’s Soto Station. It is also served by numerous bus lines that run along the Cesar E Chavez and Soto Street corridors. The Site totals 68,000 square feet (1.56 acres) of developable land on two development parcels separated by an alley: Parcel A (42,500 square feet) and Parcel B (25,500 square feet), as indicated on Attachment A.

Through the community engagement and Development Guidelines process, the Boyle Heights community vocalized their vision for the Site and this vision was captured in the Development Guidelines. Key among the elements of the Development Guidelines was the requirement that the project be a mixed-use development with at least 40 to 60 units of affordable housing, an approximately 20,000 to 25,000 square foot community-serving grocery store, an approximately 2,000 square foot community room and a public park and recreation space. The Development Guidelines required that the affordability range for the affordable housing be between 30% and 50% of the Area Median Income, but encouraged proposals to provide units in the low and very low income restricted categories as are financially feasible.

### Developer Proposal

The recommended proposal was submitted by Abode, a nonprofit social enterprise that has been involved in community development since 1968. Since its inception, the organization has developed more than 40 residential and mixed-use communities with 2,707 apartment homes impacting nearly 8,000 low-income residents. Today, Abode owns and operates 35 residential communities that are home to 6,200 low-income residents.

Abode’s proposal successfully achieves the community-driven vision for development of the Site. The project clearly meets the goals and objectives outlined in the Development Guidelines and the Request for Proposals by offering 60 units of affordable housing for families earning between 30% and 50% of the Area Median Income, a 25,000 sq. ft. community-serving grocery store, a 6,500 sq. ft. community park and associated parking. The project does not provide a community room, but will make its 2,700 square feet of meeting space available to the community for meetings. Additionally, the project’s dynamic design will bring vitality to the area, while respecting and complementing the adjacent residential community in terms of its form, shape and size. (See Attachment C - Conceptual Site Plan and Renderings.) Named Chavez Gardens, the project has two orientations - “East Gardens” to be constructed and operated on Parcel A, and “West Gardens” to be constructed and operated on Parcel B. East Gardens will consist of a 40-unit apartment building for low-income families, the community-serving grocery store and project parking. West Gardens will consist of a 20-unit apartment building, also for low-income families, together with a 6,500 sq.ft. community park and project parking. The two buildings are joined by an elevated pedestrian bridge over the alley that separates them. The project will include 69 residential bike parking spaces and 26 commercial bike parking spaces.



The residential component is a mixture of 1-, 2- and 3-bedroom apartments and includes a community room for the residents. In terms of affordability, 41 units will be reserved for families earning 50% of the Area Median Income, 6 units will be reserved for families earning 40% of the Area Median Income and 12 units will be reserved for families earning 30% of the Area Median Income. One unit will be a market-rate manager's unit. This 100% affordable project supports Metro's goal of achieving 35% affordable units on Metro-owned land, bringing the total affordable units in Metro's overall portfolio that are either completed, in construction and/or in negotiations to 34%.

The community park, located on Parcel B, is easily accessed from Mathews Street and will offer much needed open green space for Boyle Heights, which has one of the lowest ratios of green space per resident in the City of Los Angeles. Amenities will include seated areas nestled under shade structures and trees with flexible space for outdoor enrichment programs.

### Financial Offer

The Metro Joint Development Policy has a number of objectives and goals, one of which is fiscal responsibility and a fair return to Metro. The proposal contemplates the following Ground Lease payments to Metro: (a) a \$3,570,000 lump sum payment (based on a \$75 per square foot value of the Site, discounted at 30%) to be provided at execution of the Ground Lease, (b) 25% of all gross income generated by both the residential and commercial components of the project, paid on an annual basis, and (c) 20% of Abode's share of any refinancing or sale proceeds. In addition, Metro will receive a \$75,000 lump sum Holding Fee upon execution of the Joint Development Agreement, and a \$50,000 lump sum fee and a \$50,000 deposit upon execution of the ENA. The deposit will be used to cover certain Metro costs incurred in analyzing and reviewing the project. During the ENA term, staff will engage a financial consultant to support further analysis and ongoing financial negotiations with Abode regarding their financial offer.

### The ENA

The ENA term is 18 months, with the option to administratively extend up to 30 months. Key activities during the term of the ENA include:

- Additional community engagement, led by Abode and closely supported by Metro staff for project scoping and refinement;
- Completion of the project entitlement and California Environmental Quality Act review processes; and
- Negotiation of the Term Sheet, which staff will present to the Board for approval.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will have no impact on safety. Metro's operations staff will review and comment on the design of the proposed development to ensure that the proposal will have no adverse impact or safety issues on any public serving areas of Metro's property or any adjacent transit stops.

### **FINANCIAL IMPACT**

Funding for the joint development activities related to the ENA and the proposed project is included in the FY18 budget in Cost Center 2210, Project 401037. In addition, the ENA will require a non-



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refundable fee of \$50,000 as well as a \$50,000 deposit to cover certain Metro staff and third-party expenses incurred during the term of the ENA.

Impact to Budget

Metro project planning activities and related costs will be funded from General Fund local right-of-way lease revenues and any deposits secured from Abode, as appropriate. Local right-of-way lease revenues are eligible for bus/rail operating and capital expenses.

**ALTERNATIVES CONSIDERED**

The Board could choose not to proceed with the recommended action and could direct staff to (a) not enter into an ENA with Abode; (b) evaluate whether to enter into an ENA with a different proposer; or (c) not proceed with the project and seek new development options via a new competitive process. Staff does not recommend proceeding with these alternatives because the recommended action and proposed project reflect the vision of the community determined through a robust community engagement process and thorough an evaluation process that produced a clear recommendation. A new Request for Proposals process would delay the development of the Site.

**NEXT STEPS**

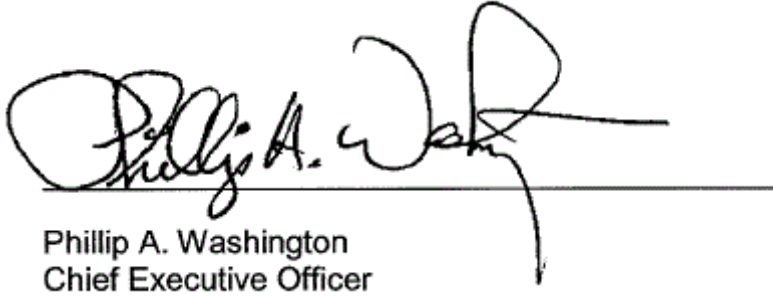
Upon approval of the recommended action, Metro will enter into an ENA with Abode, and Abode, with staff support, will continue to (i) solicit community input to refine the project, and (ii) further the project's design and complete the project's environmental clearance and entitlement processes. The parties, with support from a financial consultant and County Counsel, will also negotiate the Term Sheet and the specific terms of the Joint Development Agreement. If negotiations prove successful and the project is cleared under the California Environmental Quality Act prior to the end of the ENA term, staff will return to the Board with the Term Sheet, along with a request to authorize execution of the Joint Development Agreement and the Ground Lease in accordance therewith.

**ATTACHMENTS**

- Attachment A - Site Map
- Attachment B - Procurement Summary
- Attachment C - Conceptual Site Plan and Renderings

Prepared by: Greg Angelo, Senior Director, Countywide Planning & Development, (213) 922-3815  
Jenna Hornstock, Executive Officer, Transit Oriented Communities (213) 922-7437

Reviewed by: Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051  
Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington  
Chief Executive Officer

## Attachment A

### Site Map



Chavez Fickett Joint Development Site

Parcel A: 42,500 sq. ft.

Parcel B: 25,500 sq. ft.

\* La Veranda is a neighboring Joint Development site, with an executed Joint Development Agreement, that will provide 76 units of affordable family housing.

**PROCUREMENT SUMMARY**

**CHAVEZ AND FICKETT JOINT DEVELOPMENT PROJECT/PS3972200**

1.	<b>RFP Number:</b> PS39762	
2.	<b>Recommended Vendor:</b> Abode Communities	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP- Joint Development <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> March 20, 2017	
	<b>B. Advertised/Publicized:</b> March 20, 2017	
	<b>C. Pre-proposal/Pre-Bid Conference:</b> April 6, 2017	
	<b>D. Proposals/Bids Due:</b> June 29, 2017	
	<b>E. Pre-Qualification Completed:</b> N/A	
	<b>F. Ethics Declaration Forms Received:</b> June 29, 2017	
	<b>G. Protest Period End Date:</b> January 19, 2018	
5.	<b>Solicitations Picked up/Downloaded:</b> 62	<b>Bids/Proposals Received:</b> 5
6.	<b>Contract Administrator:</b> Walter Sparkuhl	<b>Telephone Number:</b> (213) 922-7399
7.	<b>Project Manager:</b> Greg Angelo	<b>Telephone Number:</b> (213) 922-3815

**A. Procurement Background**

This Board Action is to approve an Exclusive Negotiation Agreement and Planning Document (“ENA”) with Abode Communities (“Abode”) for the development of 1.56 acres of Metro-owned property at the corner of Cesar E. Chavez Avenue and Fickett Street. Board approval of contract awards are subject to resolution of any properly submitted protest(s).

The Request for Proposals (“RFP”) was issued in accordance with Metro's Acquisition Policy and will result in an 18-month ENA.

A pre-proposal conference for this RFP was conducted on April 6, 2017 and was attended by 14 people representing 10 firms. One question was asked and a response was provided prior to the proposal due date.

A total of five proposals were received on June 29, 2017.

**B. Evaluation of Proposals**

A Proposal Evaluation Team (“PET”) consisting of staff from Metro, City of Los Angeles and Boyle Heights community members, was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- Vision, Scope and Design 35 percent
- Development Team Experience & Financial Capacity 30 percent
- Financials 20 percent
- Implementation 15 percent

The evaluation criteria are appropriate and consistent with criteria developed for other, similar joint Development procurements. Several factors were considered when developing these weights, giving the greatest importance to Vision, Scope and Design, and Development Team Experience and Financial Capacity.

All five proposals received were determined to be within the competitive range and are listed below in alphabetical order:

1. Abode
2. Chelsea Investment Corporation
3. East LA Community Corporation (“ELACC”)
4. Linc-Core
5. Skid Row Housing Trust

On October 5, 2017, the PET met and interviewed the three proposers with the most competitive proposals (i.e.; Abode, ELACC and Skid Row Housing). The firm’s project managers and key team members had an opportunity to present each teams’ qualifications and respond to the PET’s questions. In general, each team’s presentation addressed the requirements of the RFP, experience with all aspects of the required tasks, and stressed each firm’s commitment to the success of the project. Also highlighted were work plans and perceived project issues. Each team was asked questions relative to each firm’s proposed alternatives and previous experience.

### **Qualifications Summary of Firms within the Competitive Range**

#### **ABODE**

Abode Communities is a nonprofit social enterprise that has been involved in community development since 1968. Since its inception, the organization has developed more than 40 residential communities that are home to 6,200 low-income people.

#### **CHELSEA INVESTMENT CORPORATION**

Chelsea’s core business is the financing, development, and operation of affordable multifamily rental housing and mixed-use developments. Since 1986, Chelsea has developed about 100 affordable rental communities, including inclusionary, special

needs, senior mixed-use, rural, and supportive housing. The total number of rental units developed is over 10,000 affordable housing units.

**ELACC**

ELACC is a 501(c)(3) nonprofit organization founded in 1995. ELACC provides affordable housing, community services, community organizing, and wealth building services to over 2,000 residents. Since 1995, ELACC has developed and now owns 731 units of affordable rental housing with 504 units in the pipeline.

**LINC-CORE**

This is a partnership between LINC Housing Corporation and National Community Renaissance. Founded in in 1984, LINC Housing Corporation is a 501(c)(3) nonprofit public benefit corporation with a 33-year history of providing affordable housing and community investment throughout California. Through the years, they have built 7,500 units and currently manage 5,500 and have a pipeline of 445 units. CORE was established in 1992 as a 501(c)(3) non-profit public benefit corporation. Over the past two decades CORE has grown to include management of 9,000 units in four states, of which 6,700 units are located in Southern California.

**SKID-ROW HOUSING TRUST**

Skid Row Housing Trust is a 501(c)(3) nonprofit corporation. Since 1989, it has completed over 30 developments of permanent supportive housing, including mixed-use-mixed-population, and mixed-income projects. They have provided over 2,282 affordable housing units to those who have experienced homelessness, extreme poverty, poor health, disabilities, mental illness and/or addiction.

**Summary of Proposed Development Programs**

Each proposer was required to submit a table with gross square footage for each proposed use, including public and private open space, housing units, retail or office space, parking, and any other information relevant to the development program. This information is summarized below.

**Residential**

	<b>ABODE</b>	<b>CHELSEA</b>	<b>ELACC</b>	<b>LINC-CORE</b>	<b>SKID ROW</b>
<b>Residential Units (#)</b>	<b>60</b>	<b>87</b>	<b>60</b>	<b>101</b>	<b>56</b>
# units 30% AMI	12	10	36	50	14
# units 35% AMI		5		Unspecified	
# units 40% AMI	6	5	12	Unspecified	
# units 45% AMI		5		Unspecified	19
# units 50% AMI	41	61	11	Unspecified	22

Manager's unit	1	1	1	1	1
<b>Bedrooms</b>					
0-			19		36
1	15	19	24	50	12
2	30	54	9	26	8
3	15	14	8	25	

### Non-Residential Uses

	ABODE	CHELSEA	ELACC	LINC CORE	SKID ROW
Retail/Grocery (sq. Ft.)	25000	15491	36000	20000	18800
Other Commercial (sq. ft.)	0			0	900
Community Room (sq.ft.)	2000		2186	5000	Yes, size not indicated
Total Project Parking (on-site spaces)	82	157	118	131	119
Bicycle Spaces	95	87	90	Yes, but no amount provided.	700
Public Park (sq. ft.)	6500	0	0	0	12000
Other public space (sq. ft.)	0	Covered arcade, size not specified	6000	0	8300

### Summary of Proposed Funding and Financial Terms

Each proposer was required to submit the anticipated sources of proposed project funding. Proposers were also required to submit financial offers to Metro, which included key financial information such as ENA fee, lease period, rents at all stages of development, and any other terms proposers would like to offer. To further evaluate each proposal, financial projections were calculated to assess the value of each offer and are summarized below.

### Permanent Funding Sources

	ABODE	CHELSEA	ELACC	LINC CORE	SKID ROW
LIHTC Equity	22,848,101	17,892,812	15,538,702	28,661,159	11,153,261
NMTC Equity	4,310,505	0	3,198,995	0	3940,120
Other Equity	4,048,487	0	100	0	5,085,837
Other Public Sources	600,000	17,961,752	6,591,750	7,500,000	14,305,643
Conventional Debt	8,311,838	7,172,116	6,591,750	5,342,169	7,199,000
Developer Fee Deferral/Contribution	0	3,460,090	12,480,000	49,026	550,000
Other	1,530,000	0	0	0	0
<b>TOTAL</b>	<b>41,648,931</b>	<b>46,486,770</b>	<b>37,809,547</b>	<b>41,552,354</b>	<b>42,233,861</b>

## Financial Terms (Metro)

	<b>ABODE</b>	<b>CHELSEA</b>	<b>ELACC</b>	<b>LINC CORE</b>	<b>SKID ROW</b>
Ground Lease Rent	\$3.57 Million capitalized payment	25% of cash flow for first 13 years; 50% of cash flow thereafter	\$1.2 Million capitalized payment; plus \$159,827 per year during construction and thereafter: \$449,424 annual rent for the commercial component, escalating annually at 2.5% and \$25,000 annual rent for the residential component, escalating annually at 2%	\$51,000 annual rent. Escalating annually at 2.5%	\$3,808,000 capitalized payment
Additional Ground Lease Rent	25% of gross revenue	None	33% of residual cash flow on the commercial component	None	None
Additional Ground Lease Compensation	20% of Abode's share of sale & refinancing proceeds	None	33% of net sale & refinancing proceeds	None	None
Ground Lease Term	65 years	65 years	55 years + one 10-year option	55 years	99 years
ENA Fee	\$50,000	\$50,000	\$50,000	\$25,000	\$50,000
Joint Development Agreement Holding Fee	\$75,000	\$1	\$159,827 per year	None	\$36,000 per year



A summary of the PET's scores is below.

1	<b>Abode Communities</b>	<b>Average Score</b>	<b>Factor Weight</b>	<b>Weighted Average Score</b>	<b>Rank</b>
2	Vision, Scope and Design	89.07	35.00%	31.17	
3	Development Team Experience and Financial Capacity	83.13	30.00%	24.94	
4	Financials	84.14	20.00%	16.83	
5	Implementation	83.75	15.00%	12.56	
6	<b>Total</b>	<b>85.50</b>	<b>100.00%</b>	<b>85.50</b>	<b>1</b>
7	<b>Skid Row Housing Trust</b>				
8	Vision, Scope and Design	78.16	35.00%	27.36	
9	Development Team Experience and Financial Capacity	80.64	30.00%	24.19	
10	Financials	75.83	20.00%	15.17	
11	Implementation	80.00	15.00%	12.00	
12	<b>Total</b>	<b>78.71</b>	<b>100.00%</b>	<b>78.72</b>	<b>2</b>
13	<b>East LA Community Corporation</b>				
14	Vision, Scope and Design	82.06	35.00%	28.72	
15	Development Team Experience and Financial Capacity	77.50	30.00%	23.25	
16	Financials	62.93	20.00%	12.59	
17	Implementation	82.50	15.00%	12.38	
18	<b>Total</b>	<b>76.93</b>	<b>100.00%</b>	<b>76.94</b>	<b>3</b>
19	<b>Linc-Core</b>				
20	Vision, Scope and Design	74.09	35.00%	25.93	
21	Development Team Experience and Financial Capacity	77.20	30.00%	23.16	
22	Financials	70.40	20.00%	14.08	
23	Implementation	80.00	15.00%	12.00	
24	<b>Total</b>	<b>75.17</b>	<b>100.00%</b>	<b>75.17</b>	<b>4</b>
25	<b>Chelsea</b>				
26	Vision, Scope and Design	73.15	35.00%	25.60	
27	Development Team Experience and Financial Capacity	75.95	30.00%	22.79	
28	Financials	71.25	20.00%	14.25	
29	Implementation	81.25	15.00%	12.19	
30	<b>Total</b>	<b>74.83</b>	<b>100.00%</b>	<b>74.83</b>	<b>5</b>

### **C. Background on Recommended Developer**

Abode Communities is an affordable Housing Finance 2016 Top 50 developer. They are a leading provider of Leadership in Energy and Environment Design (LEED) Platinum units in the State of California for the sixth consecutive year. They are the longest established affordable housing provider in Southern California. Abode Communities has experience with multi-family housing. They currently own and operate 35 residential communities with 2,354 homes for 6,200 low income residents (including but not limited to Selma Community housing, Rio Vista Apartments, and Ivy Terrace). Abode Communities also has experience in mixed-use developments (Casa Dominguez in East Rancho Dominguez, CA) and aligning affordable housing with transit completed two transit oriented developments (TOD) with 143 homes for 500 low-income people.

Abode Communities has a presence within the Boyle Heights Community as a result of their engagement and outreach activities for the planning of La Veranda, a mixed use community adjacent to Cesar Chavez. Key personnel have been involved in affordable housing for an average of 15 years. Abode Communities' President has been part of Abode Communities for 20 years and the project manager has 20 years of experience in affordable housing development.

Metro strongly encourages developer's to partner with Community-Based Organizations ("CBOs") to provide affordable housing and other community serving programs and uses at its joint development sites. Abode is a non-profit organization that is committed to community-driven projects and design, and providing community serving programs and has committed to collaborate with CBOs for the Chavez Gardens project. Currently, Abode's consultant team includes one CBO, the Los Angeles Neighborhood Initiative, who is providing planning and programming expertise for the project's proposed public park and public art components.

### **D. DEOD Summary**

Metro encouraged Development Teams to create opportunities to include Metro-certified SBE/DBE and DVBE firms in their projects, through professional and/or construction services. Abode Communities committed to collaborate with SBE/DBE and DVBE firms for the Chavez Gardens project.

# Attachment C

## Conceptual Site Plan and Renderings



**CHAVEZ GARDENS**  
Metro - Cesar E. Chavez / Fickett RFP  
Los Angeles, CA

June 29, 2017

**SITE PLAN - LANDSCAPE / MASSING  
PRECEDENT STUDIES**

K.7

**abode communities** | **architecture**  
1149 South Hill Street, Suite 700  
Los Angeles, California 90015  
p. 213.629.2702  
f. 213.629.6407  
[www.abodecommunities.com](http://www.abodecommunities.com)



Attachment C (cont.)

**Conceptual Site Plan and Renderings**



Attachment C (cont.)

Conceptual Site Plan and Renderings





**Attachment C (cont.)**

**Conceptual Site Plan and Renderings**





Board Report

File #: 2017-0762, File Type: Program

Agenda Number: 19.

**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 17, 2018**

**SUBJECT: SUPPORTIVE TRANSIT PARKING PROGRAM MASTER PLAN**

**ACTION: ADOPT SUPPORTIVE TRANSIT PARKING PROGRAM MASTER PLAN AND AMEND PARKING RATES AND PERMIT FEE RESOLUTION**

**RECOMMENDATION**

CONSIDER:

- A. ADOPTING the Supportive Transit Parking Program Master Plan; and
- B. AMENDING Metro’s Parking Ordinance (Attachment A) and Parking Rates and Permit Fee Resolution (Attachment B) in support of the implementation of the Supportive Transit Parking Program Master Plan.

**ISSUE**

At the November 2017 Planning and Programming Committee meeting, staff presented the draft Supportive Transit Parking Program Master Plan (“Master Plan”) to the Board. At that meeting, staff was asked to provide additional outreach in support of the Master Plan adoption. Accordingly, staff has conducted numerous outreach activities as detailed in the following discussion section. The input received to date has been integrated into the final Master Plan, a copy of which can be found at <http://libraryarchives.metro.net/DPGTL/parking/2017-Parking-MasterPlan.doc>.

To implement the Master Plan, staff recommends amending Metro’s Parking Ordinance (Attachment A) and Parking Rates and Permit Fee Resolution (Attachment B). Once adopted, staff will implement the revised Master Plan and recommended Parking Management Program with the updated Parking Ordinance and Parking Rates and Fee Resolution.

**BACKGROUND**

In September 2015, the Board approved the contract with Walker Consultants (“Walker”) for the development of Metro’s first parking master plan. Following the contract award, Walker began the process of data collection, program assessment, and outreach to the public. In August 2016, after an extensive outreach effort, staff went back to the Board to provide an update of the work completed to

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date. Findings to that date recommended the implementation of a paid parking program in order to test the parking management program.

In January 2016, the Board approved the Parking Management Pilot Program (“Pilot Program”) as part of the CEO’s Risk Allocation Matrix (“RAM”). In February 2016, staff introduced the Pilot Program. The implementation of the Pilot Program offered Metro the opportunity to evaluate and gather real performance data for the development of a long-term parking management strategy as well as an understanding of the relationship between parking demand and transit ridership to ultimately improve customer satisfaction with Metro’s parking program. In March 2016, the Board approved the implementation of the Pilot Program at select parking locations. Implementation of the Pilot Program began in May 2016 at three (3) new Expo Line stations. Since then the Pilot Program has been implemented at a total of eleven (11) locations. An additional four (4) Caltrans locations will come on board in early 2018 once the amended Operations and Maintenance Agreement between Metro and Caltrans becomes effective.

The Master Plan identifies innovative strategies for management of Metro’s parking facilities, including parking management and planning policies, operations, enforcement, and maintenance and technology integration. Metro has made a significant investment in both capital and lands for parking facilities that must be managed to not only maximize utilization but also to enhance the Metro customer service experience. Metro’s current parking inventory consists of approximately 24,000 parking spaces and is expected to reach over 31,500 parking spaces by 2029 once transit projects currently in the planning and construction phases enter into operations. The Master Plan includes a 10-year Parking Implementation Plan, Long Range Parking Planning Program and partnership with cities’ program. The Master Plan provides Metro with an innovative and forward-thinking approach to managing its parking assets.

## **DISCUSSION**

Following the presentation of the draft Master Plan to the Board in November, staff continued to collect input and provide updates to the community on the progress of the Master Plan and Pilot Program.

Since the November 2017 Board Meeting, the Master Plan has remained available to the public. Staff has compiled all public comment and has incorporated those comments in the Master Plan. The final Master Plan document does not contain significant substantive changes from the draft introduced in November 2017.

### **Public and Stakeholders Outreach**

At the November 2017 Board Meeting, staff was asked to provide additional outreach in support of the Master Plan.

Parking Management staff conducted a number of public outreach meetings with different stakeholder groups, community, internal meetings and surveys from stakeholders and transit patrons prior to the November 2017 meeting. Outreach for the Master Plan consisted of outreach to transit riders, agencies, municipal transit operators, local jurisdictions throughout the Los Angeles County



and Metro internal departments. In addition, staff provided an update at a number of community meetings and provided a Final Stakeholder workshop earlier this month.

### *Transit Patron Surveys*

Two (2) transit patron surveys were conducted between late 2015 and mid-2016. Approximately 9,000 responses were collected for each of the surveys. The first survey included general questions on parking facilities and customer service. The second survey asked more specific questions whose purpose was to find out what would improve their parking experience.

### *Stakeholder Workshops*

Three workshops were held in March 2016 at three separate days and locations to maximize attendance. Workshops were held in the cities of Monrovia and Paramount, and a larger meeting was held at the Metro Headquarters in downtown Los Angeles. Prior to this meeting, stakeholder surveys and one round of patron surveys were completed. At these stakeholder workshops, Metro informed attendees of findings and data collected to date. The purpose of these meetings was to obtain additional input from cities throughout the county for the Master Plan.

### *Other Outreach*

In addition, staff met with various Metro departments during summer of 2016. Staff also met with Community Relations staff and with their assistance has met with other staff and committees. Staff has provided updates of the Master Plan and Pilot Program at Regional Service Councils early on in the process, in February 2016 and again in February 2017. Staff has also provided updates on the Master Plan and parking program at Technical Advisory Committee ("TAC") meetings on an on-going basis. Comments and suggestions received have been incorporated in the Master Plan report.

### *Partnership with Cities*

Through this process, staff met with cities throughout the county, provided updates on Metro's parking program and Pilot Program, and provided support based on their parking needs on a one-on-one basis as requested. As a result of these meetings, staff developed a partnership with the cities of Monrovia and Azusa. At Monrovia non-transit patrons are able to park at Metro's parking facility during non-transit peak hours. In Azusa, Metro has an agreement with the city to use two levels of parking spaces in the garage they both currently share. Modifications to the Pilot Program have also been made in support of communities' needs surrounding a station such as at Atlantic and Expo/Sepulveda Stations. At Atlantic, non-transit patrons are able to park for up to three (3) hours for a \$3.00 a day fee during non-transit peak hours. At the Expo/Sepulveda Station, Metro has a contract with a nearby developer allowing the developer's employees to park for a monthly fee. Staff has also provided parking advice to the cities of Long Beach, Norwalk, El Monte, Pasadena and Culver City.

### *Final Outreach Efforts*

Parking Management hosted a final workshop at Metro's Headquarters earlier this month in order to provide a final update on the Master Plan and collect any additional thoughts and input on the Master

Plan and its implementation. Invites went out to stakeholders throughout the county. Staff also provided an update on outreach on the Master Plan earlier this month through a board box report.

In addition to the final workshop this month, staff updated and presented the Master Plan at the following meetings:

- All five Regional Service Council meetings in January 2018 (South Bay, San Gabriel Valley, Gateway Cities, San Fernando Valley, and Westside Central).
- Metro's Technical Advisory Committee meeting in January 2018.
- Two (2) Council of Governments meetings in January 2018 (South Bay and San Gabriel Valley).
- Metro Gold Line Foothill Extension Construction Authority ("Gold Line 2B") Board meeting December 2017.
- Gold Line 2B Technical Advisory Committee meeting in December 2017; and
- City of Claremont Town Hall Meeting in December 2017

The Master Plan has also been available to the public through social media and has continued to take comment through [parking@metro.net](mailto:parking@metro.net) <<mailto:parking@metro.net>> throughout the Master Plan process. Comments received have been included in the final Master Plan report.

### *Gold Line 2B Parking Study*

Parking Management has worked with Gold Line 2B staff and Walker for the development of a parking study for the Gold Line 2B corridor project. As part of this study Walker utilized Metro's Parking Demand Model described in the Master Plan and conducted a parking assessment at each of the potential future stations using a mid-point suburban typology to more precisely determine the appropriate number of spaces necessary along the alignment. The newly developed typology, which was developed as suggested by cities along Gold Line 2B Extension, provides a slightly higher number of parking space recommendation for the project at each of the proposed stations.

Although the Gold Line 2B Parking Study has not been finalized, the Parking Demand Model's recommended number of parking spaces in surface lots for opening day is less than the recommended number of spaces from the project's Environmental Impact Report ("EIR"). Metro's Parking Demand Model proposed number of parking spaces provides for future land use flexibility as anticipated parking demand may change over time. This flexibility could potentially allow mixed use development near the station; broaden active transportation, bicycle and pedestrian access.

Metro seeks to strategically develop parking with a forward thinking approach, avoid overbuilding parking, and allow flexibility on future uses. The development of parking facilities along the Gold Line 2B transit corridor was part of the project description in the EIR and parking was not a mitigation requirement. Therefore, allowing flexibility on the development of parking along this transit corridor as beneficial for long-term planning. The Gold Line Extension 2A and 2B corridor is the only transit corridor in the Metro system with parking facilities at all stations.

Metro's recommended number of parking spaces is not expected to change on the Gold Line 2B study. Once the study is finalized, Metro will only provide the Gold Line 2B Authority with a

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recommended number of parking spaces for the project. However, it will be up to the Gold Line 2B Authority Board to make the final decision on the numbers of spaces it will build for this project. Should the Gold Line 2B Authority decide to build less parking than projected by the EIR, the Authority will also be responsible for taking the appropriate steps through the environmental review process to make these changes.

As part of this Gold Line 2B parking study, staff presented the updated Master Plan and findings of the Gold Line 2B parking study at the community meetings listed above. The Gold Line 2B Parking Study is discussed within this Board report. However, the study is not part of the Master Plan. Therefore, adopting the Master Plan will only determine the management of parking facilities in the future.

### Metro Parking Ordinance and Fee Resolution

Metro's Parking Ordinance and Parking Rates and Permit Fee Resolution were adopted by the Metro Board in July 2015. Since then a number of changes have been incorporated into the Parking Ordinance and Parking Rates and Permit Fee Resolution to support the goals of the Parking Management Pilot Program which include:

- Added language and definition in the parking ordinance to reflect a change from "Promise To Pay" to "Notice To Pay" in support of the Master Plan;
- Added language regarding enforcement of commercially operated bike share equipment on Metro property that are operating without Metro authorization; and
- Revising monthly and daily rates in the fee resolution to be in-line with the Master Plan.

### FINANCIAL IMPACT

#### Impact to Budget

Adoption of the Master Plan will not impact the 2018 budget and does not require a budget amendment. Future costs associated with the Master Plan implementation will be included in Parking Management's yearly operating budget under cost center 3046 which the cost center manager and Chief Planning Officer will be managing.

### ALTERNATIVES CONSIDERED

The Board may decide not to approve the Master Plan. This is not recommended as some of activities included in the Master Plan have already been implemented, tested and proven to work. As Metro's parking inventory continues to grow and parking facilities continue to reach capacity, so will the need to continue the implementation of a robust and future-thinking parking program. Absent a master plan, near- and longer-term parking decisions may be made with limited knowledge of the impact of these decisions, negatively affecting the long-term health of the parking program and the goal of enhanced mobility. Furthermore, many of the issues addressed in the Master Plan are issues that are regularly raised by transit riders and the Board of Directors. The Master Plan helps Metro address issues from the past, manage its current parking resources and continue a forward thinking approach.

**NEXT STEPS**

Once the Master Plan is adopted, staff will move forward with its implementation and will provide an update to the Board on its progress. The adopted parking management/fee program will transition into a permanent program and be implemented where parking occupancy is 70% or higher.

**ATTACHMENTS**

Attachment A - Metro Parking Ordinance

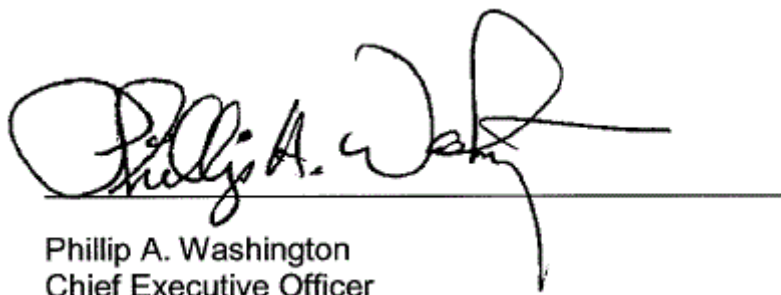
Attachment B - Metro Parking Rates and Permit Fee Resolution

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Phillip A. Washington  
Chief Executive Officer

## ATTACHMENT A

### Los Angeles County Metropolitan Transportation Authority

#### Administrative Code

#### Title 8

#### METRO Parking Ordinance

#### Chapter 8-01

#### General

##### **8-01-010 Authority to Regulate**

The Los Angeles County Metropolitan Transportation Authority's ("METRO") authority to regulate parking, Vehicles (including vehicles other than automobiles), and traffic upon the driveways, paths, parking facilities or the grounds of METRO is conferred by Section 21113 of the California Vehicle Code ("CVC").

##### **8-01-020 Laws and Enforcement on the METRO Property**

The California Vehicle Code and the regulations contained within this Title (Title 8, METRO Parking Ordinance) shall be in effect and will be enforced on METRO property 24 hours daily, 365 days a year, including holidays.

##### **8-01-030 Responsibility for Compliance**

Temporary parking on properties owned, leased, financed, contracted, operated or managed for METRO use is a privilege available only as provided by the parking policies and regulations of METRO, which reserves unto itself the right to revoke this privilege at any time because of inappropriate behavior, violation of any regulation in this ordinance or misuse of parking facilities or services. METRO reserves the right to establish what are inappropriate behaviors and the misuse of its property.

The operator of a vehicle on property owned, leased, financed, contracted, operated and managed for METRO use is responsible for complying with all state, local or METRO parking and traffic laws, ordinances and regulations and is subject to established penalties for violations thereof.

If a vehicle operator's identity cannot be determined, as in the case of a parked and locked vehicle, the registered owner and driver, rentee, or lessee of a vehicle cited for any violation of any regulation governing the parking of a vehicle under this code, under any federal statute or regulation, or under any ordinance enacted by a local authority shall be jointly liable for parking penalties imposed under this article, unless the owner can show that the vehicle was used without the consent of that person, express or implied. An owner who pays any parking penalty, civil judgment, costs, or administrative fees pursuant to this Aarticle

## ATTACHMENT A

shall have the right to recover the same from the driver, rentee, or lessee in accordance with CVC ~~Section~~ 40200(b).

By entering onto METRO owned, leased, financed, operated, managed or contracted for property, the owner of a Vehicle grants METRO the right to examine the exterior of their vehicle for any legal purpose described herein, including the authorization to remove or tow the Vehicle from the property.

### 8-01-040 Fees to be Paid for Parking in METRO Parking Facilities

~~No All Vehicle vehicles shall be parked in any METRO parking facilities facility at any time without shall require~~ payment of the applicable fee established by the Parking Rates and Permit Fee Resolution. Except as otherwise provided herein, such fees shall be collected from all persons desiring to park Vehicles in such facilities, including the officers and employees of METRO, the state, any public or private firm or corporation, any municipality, state or federal agency or any public district. No fee shall be charged to nor collected from any officer or employee of METRO for the parking of a METRO-owned Vehicle in any METRO parking facility at such times when such officer or employee is engaged in METRO business.

All parking fees, ~~rates~~ and charges ~~for the use of the facilities~~ shall be collected in cash or electronic payment from the registered owner, operator or person in charge of the Vehicle desiring to park. Any person who willfully fails to pay ~~or is unable to pay~~ the fees, ~~rate~~ and charges for use of the METRO parking facilities ~~is are subject to citation. Any person who fails to pay fees and charges for use of the METRO parking facilities and removes the vehicle from the facility without having received a citation, after having shall~~ been given a ~~an~~ Notice to ~~Pay~~ ~~indicating non-payment of daily or monthly fee for the duration a vehicle is parked in a METRO facility, and instructions on how to verify purchase of transit fare or use their TAP card the next time using a METRO parking facility.~~ and will be considered as violating the METRO parking ordinance in this Chapter.

No Vehicle may be removed from any METRO parking facility until all fees, ~~rates~~ and charges have been paid and discharged, except as provided in subsections (a), ~~(b) and (c)~~ of this section:

- a. In the event that the person operating a Vehicle parked in any METRO parking facilities attempts to remove the Vehicle from the facility but ~~willfully fails to pay the fees, or is is~~ unable to pay all fees, ~~rates~~ and charges due at such time, such person shall, ~~prior to removing~~ such Vehicle from the facility, ~~and~~ be required to ~~sign an agreement to pay any unpaid fees, rates and charges within 21 days of being issued a "Notice to Pay."~~ A copy of such ~~agreement notice shall be given to the person signing the agreement delivered by US mail to the vehicle's registered owner.~~ Such ~~agreement notice~~ shall set forth the location of the facility, the date and approximate time that the vehicle ~~was~~ removed, the name of ~~such person~~ the registered owner, the vehicle license number, the registration expiration date, if ~~visible~~ available, the last four digits

## ATTACHMENT A

of the Vehicle identification number, if available, the color of the Vehicle, and, if possible, the make of the Vehicle. Such ~~agreement notice~~ shall require payment to METRO of all unpaid fees, rates and charges, plus an administration fee in an amount established by resolution of the Board or its designee, no later than ~~seven-21~~ days after the ~~agreement notice~~ is ~~signed~~ received, and shall indicate the address to which payment may be delivered or sent ~~or other means for delivering payment~~. If full payment is not made within such ~~seven-21~~-day period, METRO shall mail a notice of late payment to the vehicle's registered owner. Such notice shall require payment to METRO of the unpaid fees, ~~rates~~ and charges, and administration fee, plus a late payment fee in an amount established by resolution of the Board, no later than seven days after the date of such notice. In the event that such amount is not fully paid within such ~~seven-~~day period, a final notice of late payment, requiring payment of all owed parking and late fees in an amount established by resolution of the Board, shall be mailed to the Vehicle's registered owner. All owed parking fees will be subject to ~~submit for the~~ collection process ~~and potential hold of vehicle registration with the Department of Motor Vehicles~~. The above ~~agreement notice~~ shall include a reference to this section.

- b. **Evidence of parking fee payment**, such as, but not limited to, parking permit, tickets, receipt or electronic display devices, is required during entire parking duration time.
- c. **Prohibition of Selling, Reselling, Leasing or Reserving for Compensation of Parking Spaces**. No person shall sell, resell, lease or reserve for compensation, or facilitate the selling, reselling, leasing or reserving for compensation of any METRO owned, leased, financed, contracted, managed and operated spaces or property without authorization from METRO.

. . . .

By entering a METRO parking facility and parking a Vehicle in such facility, the registered owner, operator or person in charge of such Vehicle shall be deemed to have consented to the provisions of subsections ~~aA, b~~ and ~~Bc~~ of this section. Any notices required to be mailed under subsections ~~Aa, b~~ and ~~Bc~~ of this ~~section-section~~ shall be deemed served on the day that they are deposited in the U.S. mail, first class, postage prepaid. The issuance and review of notices of parking violation and delinquent parking violation, and the liability for and payment and collection of parking violation penalties, shall be governed by ~~S~~sections 40200 et seq. of the CVC and this Chapter.

### 8-01-050 Parking Facility Use, Designation, and Closure

METRO reserves the right to limit the temporary use of its parking area to specific Vehicle types as required by facility design or aesthetic considerations. METRO may change any parking zone designation. METRO may close, either temporarily or permanently, any parking area. Notice of parking area changes or closings will be provided whenever practical. However, failure to give such notice shall not create any liability on the part of METRO, its directors, officers, employees, agents, representatives, assigns or successors to any third party.

### 8-01-060 Liability

## ATTACHMENT A

The use of a METRO owned, leased, financed, contracted, operated and managed parking facilities shall not create, simply by the condition of ownership, management or operation liability or responsibility for damage to any person or personal property. In addition, such use shall not result in METRO assuming liability or responsibility for damage, vandalism, theft or fire to any person or personal property, which may result from the use of parking facilities or services, or enforcement of laws or regulations.

### **8-01-070 Parking Policy and Regulation Notification or Changes**

Parking policies and regulations are public information and are available online on METRO's website at [metro.net/parking](http://metro.net/parking). Changes in parking policy or regulation are effective upon approval by the Board of Directors. Whenever possible, the public will be notified in a timely manner prior to implementation of changes to METRO's parking policies and regulations.

### **8-01-080 Administrative Review of Parking Citation Issuance**

A registered owner or operator of a Vehicle who believes a parking citation has been issued in error or in an improper manner may request an administrative review of the conditions for issuance of the citation as set forth in [sectionSection](#) 8-09-020.

### **8-01-090 Towing Vehicles**

METRO is authorized by CVC [sectionSection](#) 21113 and CVC [sectionSection](#) 22650 et seq. to remove Vehicles as set forth below in Chapter 8-11.



## Chapter 8-03 Parking Definitions

### Chapter 8-03-010 Definitions

The words or phrases hereinafter ~~in this Chapter~~ are defined in this chapter ~~and; they shall and shall~~ have the meanings respectively ascribed to them unless the context indicates the contrary.

**Accessible Parking Space.** “Accessible Parking Space” means any parking space designated for the exclusive use of a vehicle displaying a special identification license plate or distinguishing valid placard subject to the provisions stated in ~~section~~Section 22511.5 of the CVC. Accessible parking spaces shall be marked in accordance with ~~section~~Section 22511.7 of the CVC.

**Accessible Parking Space Path of Travel.** “Accessible Parking Space Path of ” means any blue cross-hatched path between accessible parking spaces or along the designated path for which a vehicle operator with disabilities may travel from an accessible parking space to the accessible entry of a building, pedestrian area, or METRO transit or rail vehicle.

**Agency.** “Agency” shall mean METRO or its authorized agent that processes and issues parking citations and issues notices of delinquent parking violations on behalf of METRO.

**Alley.** “Alley” means any highway, as defined in this Chapter, unnamed, and having a width of less than twenty-five feet, and not provided with a sidewalk or sidewalks.

**Board.** “Board” means the METRO Board of Directors.

**Bus Loading Zone.** “Bus Loading Zone” means the space adjacent to the curb or edge of a roadway reserved for the exclusive use of buses during the loading and unloading of passengers.

## ATTACHMENT A

**Chief Executive Officer.** “Chief Executive Officer” or “CEO” is the person designated by the METRO Board of Directors as the CEO of the Los Angeles County Metropolitan Transportation Authority.

**Commercial Vehicle Loading Zone.** “Commercial Vehicle Loading Zone” means that space adjacent to the curb reserved for the exclusive use of vehicles during the loading or unloading of passengers and materials marked and designated as hereinafter provided in this document.

**Department of Motor Vehicles.** “Department of Motor Vehicles” or “DMV”, or “Department” for this section shall mean the California Department of Motor Vehicles.

**Enforcement Officer.** “Enforcement Officer” shall mean a peace officer as defined in Chapter 4.5, commencing with ~~section~~Section 830 of Title 3 of the California Penal Code, or the successor statutes thereto, or other issuing officer that is authorized or contracted by METRO to issue a parking citation.

**Hearing Officer.** “Hearing Officer” shall mean any qualified individual as set forth in the CVC ~~section~~Section 40215 appointed or contracted by METRO to adjudicate parking citation contests administratively.

**Highway.** “Highway” means every way set apart for public travel except bridle trails and footpaths.

**Notice To Pay.** “Notice to pay” shall mean a written notice delivered by U.S. mail indicating non-payment of daily or monthly fee for the duration a vehicle is parked in a METRO facility.

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**METRO.** “METRO” shall mean the Los Angeles County Metropolitan Transportation Authority.

**METRO Facility.** “METRO Facility” includes all property and equipment, including rights-of-way and related tracks, rails, signals, power, fuel, communication systems, ventilation systems, power plants, cameras, signs, loudspeakers, fare collectors or registers, sound walls, stations, vacant parcels, bicycle paths, terminals, platforms, plazas, waiting areas, signs, art work, storage yards, depots, repair and maintenance shops, yards, offices, parking areas, parking lots, facilities, and other real estate or personal property owned or leased by METRO, used for any METRO activity, or authorized to be located on METRO property.

**METRO Representative.** “METRO Representative” shall mean a METRO security officer, transit operator, or other authorized METRO employee, Board or service council member, or METRO authorized contractor or entity.

**METRO Transit Court.** “METRO Transit Court” means the department authorized by the METRO Board of Directors to conduct parking, fare evasion or similar hearings and assign penalties for this Chapter.

**METRO Vehicle.** “METRO Vehicle” means a vehicle owned or operated by METRO.

## ATTACHMENT A

**Operator.** “Operator” means any person who is in actual physical control of a vehicle or streetcar.

**Owner of the Vehicle.** “Owner of the Vehicle” shall mean that last registered owner and legal owner of record.

**Park.** “Park” means to stop or to allow standing any vehicle, whether occupied or not, vehicle stopped in obedience to official traffic-control devices or by direction of a police officer are not parked for the purposes of this section.

**Parker.** “Parker” means any person who holds a valid California driver’s license and intends to park a validly registered motor vehicle on METRO owned, leased, financed or contracted for property.

**Parking Citation.** “Parking Citation” is a notice to the vehicle owner of any failure to comply with METRO parking regulations or the CVC, municipalities or county ordinances. A penalty shall be attached to each violation as described on each violation notice unless otherwise noticed.

**Parking Facility.** “Parking Facility” includes any covered, enclosed parking garage, facility, and/or deck, any open air or individually covered parking space and or a multiple space parking area. Parking facility types include above grade, below grade or underground, mechanical and automated parking facilities.

**Parking Penalty.** “Parking Penalty” includes the fine authorized by law for the particular violation, any late payment penalties, administrative fees, assessments, costs of collection as provided by law, and other related fees.

**Parking Permit.** “Parking Permit” is a non-transferable decal, printed card or tag, or other form of temporary authorization issued for a specific period of time by authority of METRO which is authorized to grant to any eligible person permission to park on METRO owned, leased, financed or contracted property. A parking permit is valid only when issued to an eligible person who has complied with all terms of issuance prescribed by METRO and when the permit is properly displayed.

**Parking Space.** “Parking Space” is all painted parking stalls located in Parking Facility that may or may not be marked by a sign, parking meter, and/or other restrictive designation painted on the ground or lot/facility surface.

**Parking Violation.** “Parking Violation” means the breach or intrusion of a vehicle required to comply with any general parking legislation enforced under the provision of METRO parking regulations or the CVC, municipalities and county ordinances that warrants the issuance of a parking citation penalty to the vehicle’s registered owner.

**Parkway.** “Parkway” means the portion of a highway other than a roadway or a sidewalk.

## ATTACHMENT A

**Passenger Bus.** “Passenger Bus” is any multiple passenger conveyance vehicle over 20’ long and carrying more than 15 persons or exceeding 6,000 pounds in gross weight.

**Passenger Loading Zone.** “Passenger Loading Zone” means that space adjacent to a curb reserved for the exclusive use of vehicles during loading and unloading of passengers, marked and designated with white paint.

**Pedestrian.** “Pedestrian” means any person afoot.

**Pedestrian Conveyance Device.** “Pedestrian Conveyance Device” includes skateboards, roller skates, rollerblades, in-line skates, other skating devices, foot-powered scooters and other similar devices.

**Person.** “Person” means and includes every individual, firm, government entity and business entity.

**Rail Car.** “Rail Car” includes any passenger railway rolling stock that is designed to carry passengers. This term includes heavy weight, lightweight, commuter, bi-level or other type of rail industry vehicles.

**Registered Owner.** “Registered Owner” shall mean the individual or entity whose name is recorded by the Department of Motor Vehicles as having ownership of a particular vehicle.

**Respondent.** “Respondent” shall mean any “operator” or “registered owner” as defined in this section who contests a parking citation.

**Roadway.** “Roadway” means that portion of a highway between the regularly established curb lines or, when no curb exists, that portion improved, designated, and ordinarily used for vehicular travel and parking.

**Safety Zone.** “Safety Zone” means that portion of a roadway reserved for the exclusive use of pedestrians, marked and designated as hereinafter provided in this section.

**Section.** “Section” means a section of the ordinance codified in this Division 1 unless some other ordinance or statute is specifically mentioned.

**Sidewalk.** “Sidewalk” means that portion of a highway between the curb line or traversable roadway and the adjacent property lines that dedicate for pedestrian use.

**Street.** “Street” means and includes the portion of any public street, road, highway, freeway, lane, alley, sidewalk, parkway or public place which now exists or which may hereafter exist within METRO Facilities.

**Taxicab.** “Taxicab” means any passenger vehicle for hire for the directed transportation of not more than eight passengers, excluding the driver, at rates based on the distance, duration or number of trips, or waiting time, or any combination of such rates.

## ATTACHMENT A

**Taxicab Zone.** “Taxicab Zone” means and includes the portion of the street area designated for the standing or stopping of taxicabs while awaiting employment.

**Vehicle.** “Vehicle” means every motorized device by which any person or property is or may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

**Vehicle Operator.** “Vehicle Operator” shall mean any individual driving and/or in possession of a vehicle at the time a citation is issued or the registered owner of the vehicle.

**Violation.** “Violation” shall mean any parking, equipment, or other vehicle violations as established pursuant to state law or METRO ordinances and administrative code.

### Chapter 8–05

#### Parking Regulations

##### 8-05-010 Parking Activities

Unless otherwise authorized by METRO in writing, METRO owned, leased, financed, contracted, operated and managed parking facilities shall only be used for parking, entering and exiting ~~and~~ loading and unloading activities.

##### 8-05-020 Enforcement Practice

Citations will be issued according to the printed and posted regulations as appropriate. The frequency with which parking citations are issued is dependent on the nature of the violation and time control restrictions for each of the various parking zones. METRO is also authorized by CVC ~~section~~Section 21113 to remove vehicles consistent with Chapter 10 (commencing with Section 22650) of Division 11 of the CVC.

##### 8-05-030 Illegal Parking Outside of a Defined Parking Space or Parking Space Markings

No Vehicle shall be parked or cause to be parked within any parking facility except between the lines indicating where Vehicles shall be parked and shall not ~~park any Vehicle as to use~~ ~~or~~ occupy more than one marked parking space. METRO may install and maintain parking space markings to indicate parking spaces adjacent to any curb where parking is permitted. When such parking space markings are placed in the right-of-way, no Vehicle shall be stopped or left standing other than within the markings of a single space.

##### 8-05-040 Failure to Obey Signs

## ATTACHMENT A

No person shall fail or refuse to obey or comply with any sign, marking or device erected, made or placed to indicate and carry out the provisions of this Chapter.

### 8-05-050 Exceeding Posted Time Limit

METRO may post signs indicating a maximum parking time limit in a space of lot. If a vehicle has been parked in an area restricting parking to a specific time interval, such Vehicle shall not be re-parked in the same spaces, or same lot, or within a distance of five hundred feet of the place initially parked within a period of four hours thereafter. Vehicles used for vending or peddling purposes shall also comply with the provisions of this section.

### 8-05-060 Temporary No Parking

Whenever METRO finds that traffic congestion, or the disruption of the normal flow of traffic is likely to result from the operation, stopping, standing or parking of Vehicles during the holding of public or private special events, assemblages, gatherings or functions, during construction, alteration, repair, sweeping, filming or other reasons, METRO may place or cause to be placed temporary signs prohibiting the operation, stopping, standing or parking of Vehicles at least seventy-two hours prior to and during the period such condition exists. In the event of an emergency, METRO may act under this section without providing the ~~seventy-two~~72-hour notice required herein.

### 8-05-070 Restricted Parking

Whenever any parking area is assigned for the exclusive use of the occupants of a facility, ~~a~~ persons, other than an occupants of the facility, shall not park any vehicle in such parking area. The property owner manager or manager's designee responsible for overseeing the parking area may request that a parking violation be issued by METRO.

### 8-05-080 Parking Within Marked Bicycle Lane

A vehicle shall not be parked in a bicycle lane except to cross at a permanent or temporary driveway, or for the purpose of parking a vehicle where parking is permitted or where the vehicle is disabled.

### 8-05-090 Illegal Parking in Commercial Loading Zone

A Vehicle shall not be stopped for any purpose other than loading or unloading between the hours of 6:00 a.m. and 6:00 p.m. on any day except Sunday, or at such other times as designated by METRO in a place marked as a commercial ~~and passenger~~ loading zone. Such stop shall not exceed the time it takes to load and unload passengers or goods ~~for a to~~ and from a commercial vehicle. METRO shall place signs or curb markings to designate areas as commercial loading zones. Commercial loading zones shall be a minimum of thirty feet and not exceed forty-eight feet in length, and may be established in a parking meter-/pay station location. ~~Parking meters / pay station spaces shall be enforced during posted hours when the loading zone is not in effect. Commercial loading zone spaces revert~~

## ATTACHMENT A

to regular space operation when outside posted loading zone timeframes and are subject to parking enforcement at all times.

### 8-05-100 Vehicle Exceeds Load Size Limit

- a. No person shall park or leave standing in METRO facility and/or lot any Vehicle having either of the following:
  1. A manufacturer's rated load capacity greater than 14,000 ~~lbs~~lbs.; or
  2. A length in excess of ~~twenty-four (24)~~ feet.
- b. The following vehicles are hereby exempt from the provisions of this section:
  1. Any Vehicles properly displaying a large vehicle permit. Large Vehicle permits shall be issued for special events ~~u~~Under any circumstances on any of the following Vehicles: tour buses, movie, television, or photographic production Vehicles, limousines, or mobile billboards in accordance with Chapter 8 of this code.  
+
  2. Any authorized emergency Vehicle, METRO Transit Security, any authorized highway work vehicle or any Vehicle used in the construction, installation, or repair of a utility or public utility in accordance with ~~section~~Sections 22512 and 35702 of the CVC;
  3. Any Vehicle engaged in loading or unloading;
  4. Any Vehicle making pickups or deliveries of goods, wares, and merchandise; and
  5. Any Vehicle picking up or delivering materials used in the actual or bona fide repair, alternation, remodeling or construction of any building or structure for which a building permit or building construction authorization has been obtained.
- c. Pursuant to ~~section~~Section 40200 *et seq.*, of the CVC, any violation of this section shall be punishable as a civil penalty in accordance with the provisions of Chapter 8-09 of the METRO Administrative Code. Any Vehicle parked or left standing in violation of this section may be removed in accordance with provisions of ~~section~~Section 22650 *et seq.* of the CVC.
- d. Large Vehicle parking permits shall be issued by METRO pursuant to Metro policies and procedures for the issuance of such permits. Such policies shall be consistent with the provisions of ~~section~~Sections 8-05-010 through 8-05-440 of the METRO Administrative Code.
- e. The fee for a large Vehicle parking permit shall be according to METRO fee schedule.

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### 8-05-110 Disconnected Trailer

Parking any trailer or semi-trailer ~~in any METRO facility, while whether~~ detached from or attached to a Vehicle is prohibited ~~in any METRO facility~~.

### 8-05-120 Bus Loading Zones

A Vehicle shall not be parked or stopped ~~in a bus loading zone from~~ in any METRO owned, leased, financed, contracted, operated and managed parking facilities ~~in a bus loading zone~~. No bus shall stop in any bus loading zone longer than necessary to load or unload passengers, except at a terminus station. Appropriate signs or red curb markings or both shall indicate ~~a~~ bus loading zones. METRO shall place signs or red curb markings or both at locations where Metro determines appropriate to establish. Unless otherwise specified by METRO or its designees, such loading zones shall not exceed eighty feet in length.

### 8-05-130 Illegal Parking in Kiss and Ride Spaces and Passenger Loading Zone

- a. A Vehicle shall not be parked more than three (3) minutes, or for such other amount of time as may be indicated on the posted sign, to load and unload passengers at any designated Kiss and Ride passenger loading and unloading zone.
- b. METRO may place curb paint markings with ADA ~~compliance~~ design criteria including ramps, minimum dimensions, proper signage and level pavement at locations to make passenger loading feasible.

### 8-05-140 No Parking – Alley

A Vehicle shall not be parked or stopped in any alley for any other purpose other than the loading or unloading of passengers or materials, or both. A Vehicle shall not be stopped for the loading or unloading of passengers for more than three minutes nor for the loading or unloading of materials for more than twenty minutes at any time in any alley.

### 8-05-150 Illegal Parking in Red Zones

A Vehicle shall not be stopped, parked or otherwise left standing, whether attended or unattended, except in compliance with a traffic sign or signal or direction of an authorized enforcement officer, between a safety zone and the adjacent right hand curb or within the area between the zone and the curb as may be indicated by a sign or red paint on the curb, where a sign ~~is erected~~ or paint was ~~erected-placed on~~ METRO owned, leased, financed, contracted, ~~operated~~ and managed parking facilities. Violating vehicle(s) will be towed at the registered owner's expense.

### 8-05-160 Vehicle Parked ~~Seventy-Two (72)~~ or More Hours

Any vehicle observed parked or left standing longer than ~~seventy-two (72)~~ consecutive hours without authorized permit in the same location may be cited. Any Vehicle parked longer than ~~seventy-two (72)~~ hours must obtain permission in advance from METRO.



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### 8-05-170 Parking on Grades

When METRO has placed or caused to be placed appropriate signs, a Vehicle shall not be parked upon any grade of six percent or more within any METRO facilities without turning the wheels of the Vehicle toward the curb while parked facing downhill and turning the wheels of the Vehicle away from the curb while the Vehicle is parked facing an uphill grade.

### 8-05-180 Angled Parking

Whenever the width of a parking lot, parking bay, parking facility, travel lane, and traffic conditions are such that the parking of Vehicles at an angle to the curb instead of parallel to the curb will not impede traffic flow, and where there is need for the additional parking spaces which parking at an angle will provide, METRO shall indicate at what angle Vehicles shall be parked by placing parallel white lines on the surface of the roadway. An operator shall not stop, stand, or park any Vehicle except between, at the angle indicated, by, and parallel to both such adjacent white lines, with the nearest wheel not more than one foot from the curb.

### 8-05-190 Double Parking

Vehicle shall not be parked on the roadway side of another Vehicle that is stopped, parked or standing at the curb or edge of the public right-of-way, whether attended or unattended. Violating Vehicle(s) will be towed on registered owner's expense immediately.

Authorized emergency vehicles exempt from this section may display flashing or revolving amber warning lights when engaged in the enforcement of parking and traffic policies.

### 8-05-200 No Parking Anytime/Posted Hours

Whenever the parking of Vehicles at all or certain hours of the day upon any portion of METRO parking facilities, travel lanes, or alleys which are open for public constitutes a traffic hazard or impedes the free flow of traffic, or both, METRO shall ~~erect~~ display signs stating that parking is prohibited at all or certain hours of the day.

### 8-05-210 Wrong Side Two-Way Traffic or Roadway

A Vehicle shall not be parked, whether attended or unattended, regardless of loading or unloading in the public right-of-way within METRO facilities, or other transit/rail/park-n-ride facilities in such a manner where the Vehicle is parked in the direction of opposing traffic. Violating Vehicle(s) will be towed at registered owner's expense immediately.

### 8-05-220 Blocking Street or Access

A Vehicle shall not be parked, whether attended or unattended, upon any traffic or travel lane, or alley where the roadway is bordered by adjacent curbs which is open to the public, whether bordered by curbs or not, unless no less than eight feet of the width of the paved or improved or main traveled portion of such traffic, travel lane or alley opposite such parked

## ATTACHMENT A

Vehicle is left clear or unobstructed for the free passage of other Vehicles. Violating Vehicle(s) will be towed at registered owner's expense immediately.

### **8-05-230 Parking Special Hazard**

At any place for a distance not to exceed one hundred feet where METRO finds that parking would unduly hamper the free flow of traffic, resulting in a special traffic hazard, or endanger public health or safety, METRO shall place appropriate signs or markings prohibiting such parking.

### **8-05-240 Illegal Parking at Fire Hydrant**

A Vehicle shall not be parked within fifteen feet of a fire hydrant along any unmarked curb or in front of or as prohibited by ~~section~~Section 22514 of the CVC or by any other state law. Violating Vehicle(s) will be towed at registered owner's expense.

### **8-05-250 Illegal Parking at Assigned / Reserved Spaces**

Whenever any Vehicle parking space is assigned for the exclusive use of the occupant of any building, whether residential, commercial or industrial, ~~in~~ which parking space is within such building or elsewhere, and at, in or near such parking space there is a legible sign stating either that such space is exclusively assigned, or that parking is prohibited, or both, a person, other than the person to whom such parking space is assigned, shall not park any Vehicle in such parking space except with the permission of the person to whom such parking space is assigned.

### **8-05-260 Illegal Parking at Taxicab Stands**

The use of taxicab stand or stands shall be limited exclusively to Vehicles that display a taxicab vehicle permit by METRO pursuant to Chapter 8 and attended by a driver in possession of a valid taxi drivers permit issued by ~~the~~METRO. No person shall park, stop, or stand any attended or unattended vehicle in ~~any~~ METRO taxicab stand except as provided in this section.

### **8-05-270 Illegal Parking at/ adjacent to a Landscape Island or Planter**

-A Vehicle shall not be stopped, parked or otherwise left standing ~~at or adjacent to a landscape island or planter,~~ whether attended or unattended except in compliance with a traffic sign or signal or direction of a police officer, ~~at or adjacent to a Landscape Island or Planter.~~

### **8-05-280 Transient, Daily or Preferred Monthly Parking Permits**

Parking permits for transient, daily and monthly parking shall be issued by METRO. METRO shall be responsible for establishing policies, administering procedures and

## ATTACHMENT A

disseminating information regarding the distribution of parking permits for parking in METRO ~~P~~parking ~~F~~facilities.

Preferred Parking is an optional program that secures a patron a parking space prior to a specified time according to signage. All spaces become available to the public after the specified time according to signage. Spaces are available on a first-come-first-serve basis.

The number of permits to be issued shall be determined by the parking demand and conditions within each ~~p~~Parking ~~f~~facility. Parking permits shall not be issued to any person who has outstanding parking citations.

Permittee shall obey all rules of the parking permit program. All verified parking permits must be current and valid and consistent with the license plate in parking program record. Failure to obey such rules will result in the termination or denial of a permit.

Any of the acts described below shall be a violation of this section which maybe cited pursuant to ~~section~~Section 8-07-010.

- a. Failure to properly register vehicle license plate information as instructed by the permit parking terms and conditions.
- b. Parking in a permit parking space without a permit.
- c. Displaying an altered, counterfeit, or expired permit.
- d. Displaying a permit registered to another vehicle.

~~d-c. More than one vehicle using the same permit at the same time.~~

~~e-f. Failure to display Temporary Permits — Place the temporary permit on the dashboard on the driver's side of the vehicle. The entire permit must be clearly visible to compliance officers. Failure to properly display the permit as instructed by permit parking terms and conditions.~~

~~1. Decals — A permit decal must be properly displayed on the vehicle windshield. Affix the decal to the inside front windshield in the lower left as indicated in the diagram provided with the decal. The entire permit must be clearly visible to compliance officers.~~

~~2. Temporary Permits — Place the temporary permit on the dashboard on the driver's side of the vehicle. The entire permit must be clearly visible to compliance officers.~~

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### 8-05-290 Posting Signs in Preferred Permit Parking Area

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- a. METRO shall cause appropriate signs to be erected in parking facilities, indicating prominently thereon the parking limitation ~~and~~ period for its application. ~~and m~~ Motor Vehicles with valid permits shall be exempt from the limitations.
- b. If preferred permit parking is allowed in partial areas of a parking lot or parking facility, signs shall be posted only on the selected spaces or portions of a parking lot or parking facility within the prescribed METRO ~~f~~ facility.
- c. A parking permit shall not guarantee or reserve to the holder thereof a parking space within a parking lot or parking facility.
- d. A motor Vehicle on which a ~~valid permit is displayed~~ valid license plate is registered as a monthly permit holder shall be permitted to stand or be parked in the authorized parking lot or parking facility or designated area within the parking lot or parking facility within the limits of the parking permit program. Except as provided below, all Vehicles parking within a permit designated area or parking lot or parking facility shall be subject to the parking restrictions and penalties as provided in this Chapter.

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### 8-05-300 Exemption of Certain Vehicles to Permit Restrictions

No person ~~shall~~, without a permit, ~~therefor shall~~, park or leave standing any vehicle or trailer in a designated parking permit area or parking lot and parking facility in excess of the parking restrictions authorized pursuant to this Chapter, except for the following:

- a. Repair, maintenance, refuel, utility, fuel or delivery vehicle providing services to METRO within the METRO facility with METRO's prior written consent.
- b. Emergency Vehicles

### 8-05-310 Permit Penalty Provisions

- a. Unless exempted by the provisions of this Chapter, no person shall stand or park a motor Vehicle in any designated permit parking area or parking lot or parking facility established pursuant to this Chapter. A violation of this section shall result in the revocation of the parking permit and rights in any METRO parking facilities, which is also punishable by an administrative fine established by the Parking Rates and Permit Fee Resolution adopted by the METRO Board. METRO also reserves the rights to refer the case to local law enforcement.

## ATTACHMENT A

- b. No person shall copy, produce or create facsimile or counterfeit a parking permit, nor shall any person use or display a counterfeited parking permit.
- c. Permit holders shall report to METRO a lost, stolen or missing permit within five days of loss, at which time that permit shall be canceled and a new permit issued for the full face value of the parking permit. No pro-ratio or refund requests will be accepted.
- d. No person shall misuse a permit or display a stolen permit.
- e. No person who has been issued a parking permit for a specific designated area, lot or facility shall use the permit in another area, lot or facility.
- f. No person shall alter, deface, or intentionally conceal an expiration date on the face of a parking permit which is displayed in a Vehicle parked on a METRO Facility.
- g. Violation of this sub-Chapter may be subject to parking privileges and permit to be immediately revoked.

### 8-05-320 Expired Meter or Pay Station

- a. ***Deposit of Fees Required.*** A person shall be required to deposit the proper fee for occupying a parking metered /pay station space at a charge set in METRO's fee resolution during the posted hours and days of operation.
- b. ***Parking Lot Requirements when Meters or Pay Station Installed.*** A person shall not park any Vehicle on any parking lot, parking facility or public right-of-way maintained or operated by METRO on which a parking meter or multi-space pay machine is installed at any time without paying the posted and adopted parking fees.

### 8-05-330 Parking Facilities Cleaning, Maintenance and Capital Projects

No vehicular parking shall be permitted at specific locations in any parking facilities during posted hours to allow for routine cleaning, maintenance and capital project implementation.

### 8-05-340 Electric Vehicle Parking Spaces

METRO has established Electric Vehicle (EV) Charging Station Spaces in Parking Facilities for use by electric Vehicles. No person shall park or leave standing vehicles in EV spaces except as follows:

- a. EV spaces must be signed or marked for EV charging purposes only.
- b. Electric Vehicles must be actively charging when parking in EV Charging Station Spaces.

## ATTACHMENT A

- c. Non-Electric Vehicles shall not park in EV Charging Station Spaces at any time.
- d. Electric Vehicles may only use designated EV Charging Station Spaces for charging vehicles. No other source of vehicle charging will be allowed at METRO facilities.

~~When not charging, Electric Vehicles may park in any designated parking space at METRO facilities.~~

### **8-05-350 Parking on Sidewalk/ Parkway**

No vehicular parking shall be permitted on any portion of a sidewalk, nor shall any portion of a Vehicle be parked in such a manner to overhang or encroach onto any portion of the sidewalk or parkway. Violating Vehicle(s) will be towed at registered owner's expense immediately. Metro is authorized by CVC ~~section~~Section 21113 and CVC ~~section~~Section 22651 to remove a vehicle found to have been parked in violation.

### **8-05-360 Areas Adjacent to Schools**

Whenever METRO finds that parking on Metro property adjacent to any school property would unduly hamper the free flow of traffic or otherwise constitute a traffic hazard, appropriate signs or markings prohibiting such parking on METRO property shall be posted.

### **8-05-370 Peak Hour Traffic Zones**

Whenever METRO finds that traffic congestion is such that the movement or flow of traffic may be improved by the elimination of parking on Metro property during certain peak travel times, signs prohibiting the stopping, standing or parking of vehicles shall be posted. No Vehicle shall park or be left standing a Vehicle where a sign indicating a peak hour traffic zone has been posted. Vehicles in violation shall be cited and/or towed whenever the parking of Vehicles constitutes a traffic hazard or impedes the free flow of traffic, or both.

### **8-05-380 Parking Prohibition for Vehicles Over Six Feet High, Near Intersections**

Whenever METRO finds that the parking of Vehicles, with a height of six feet or more, within one hundred feet of an intersection, creates a visibility limitation resulting in a potential traffic hazard, METRO shall erect signs or markings stating that the parking of Vehicles with a height of six feet or more is prohibited within one hundred feet of an intersection.

### **8-05-390 Interim Parking Regulations**

METRO can temporarily waive existing or establish new parking regulations in order to accommodate or to mitigate the impacts of construction projects in the vicinity of the parking lot and parking facility.

### **8-05-400 Car Share or Vanpool Authorization Required**

## ATTACHMENT A

No Vehicle shall be stopped, parked or left standing ~~any Vehicle~~ in a place or a parking space designated for the exclusive parking of Car Share or Vanpool vehicles participating in the METRO Car Share or Vanpool Program, unless the vehicle obtained authorization as a METRO Car Share or Vanpool Program participant and registered as directed ~~ed~~ by METRO.

### 8-05-410 Speed Limit

METRO speed limit is five (5) miles per hour in all parking areas, access roads and drives unless otherwise posted.

### 8-05-420 Motor Vehicle Access

Operating a motor Vehicle on sidewalks, mall, lawns, or any surface not specifically designated as a road, street, highway or driveway is prohibited.

### 8-05-430 Penalty for Non-Compliance

Unless exempted by the provisions of this part, no Vehicle shall be parked in violation of any parking restrictions established pursuant to this section. Except as provided in Chapter 8-05-100 paragraph (b), a violation of this section may result in the revocation of the parking permit and rights at any METRO parking facilities, which is also punishable by METRO's administrative fine schedule for parking violations. METRO may also refer the case to the local law enforcement. Any Vehicle with more than three (3) outstanding parking citations will be towed away at the registered owner's expense. All administrative fines, ~~clearance~~ tow fees and penalties must be paid and ~~obtain clearance given by~~ applicable law enforcement agency clearance prior to release of the towed Vehicle, ~~in addition to two fees.~~

### 8-05-440 Accessible Parking Spaces Designated for Vehicle Operators with Disabilities

Parking in accessible spaces designated for vehicle operators with disability is restricted to those individuals who have secured an authorized disabled license plate or disabled placard pursuant to CVC ~~section~~ Section 5007, 22511.55 or 22511.59 that is currently in effect. No Vehicle shall be stopped, parked or left standing in a parking stall or space in a METRO facility that has been designated as parking for vehicle operators with a disability in the manner required by CVC ~~section~~ Section 22507.8. In order for a vehicle to be parked in a designated accessible parking space, disabled parking placards must not be expired and must be properly displayed. Parking is prohibited in any area adjacent to a parking stall or space designated for disabled persons or disabled veterans that is marked by crosshatched lines or space identified as for the loading and unloading of Vehicles parked in such stall or space.

Vehicle operators with a disability are not exempt from the payment of fees for parking a vehicle on METRO facility. METRO reserves the right to adopt or amend the disabled parking pricing policy at all METRO facility. However, Vehicle operators with a disability shall not be charged more than the established parking fees listed for all parking spaces. Valid out-~~of~~-state disabled placards will be accepted at parking facilities.

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The number and dimension of accessible parking spaces and van-accessible parking spaces are determined by ADA guidelines and specifications.

### **Chapter 8-07**

#### **Vehicles Other Than Automobiles**

##### **8-07-010 Authority to Create Vehicle Regulations**



## ATTACHMENT A

The METRO Board of Directors is authorized pursuant to ~~section~~Section 21113 of the CVC to set forth conditions and regulations pertaining to the operation and parking of Vehicles, bicycles and pedestrian conveyance devices upon METRO property.

All rules and regulations of the CVC shall apply to Vehicles, bicycles and pedestrian conveyance devices operated on METRO facilities. All Vehicles and bicycles must meet the equipment requirements of the CVC, including brakes, lights and reflectors.

### 8-07-020 Enforcement

This Chapter may be enforced by verbal or written warnings, administrative citations, fines, vehicle towing and suspension or expulsion from Metro facilities. Violations by METRO employees may also result in corrective or disciplinary action. Any appeal arising from the enforcement of this Chapter should be reported to METRO Transit Court, or as otherwise directed.

### 8-07-030 Parking Bicycles at METRO Facilities

#### 1. Parking Bicycles

- a. Bicycles may be left, parked or stored on METRO facilities only in areas designed for bicycle parking. These areas are: bike racks, bike lockers, ~~or~~ enclosed rooms with controlled access, or where signage designates the space as a bicycle parking area. However, METRO shall not be liable for any loss, theft, fire or damage of a bicycle or any personal property attached thereto for any bicycle left, parked or stored on METRO facilities, regardless of whether the bicycle was in an area designated for bicycle parking.
- b. Bicycles parked in designated parking areas may not extend into the landscape. Bicycles may not be parked anywhere that interferes with the maintenance of landscaped or lawn areas or blocks any road or passageway.

#### 2. Removal of Bicycles

- a. METRO may cause bicycles to be removed under any of the following circumstances:
  - Is secured to any item other than a bicycle rack designed for parking bicycles.
  - Prevents use of available Vehicle parking spaces.
  - Poses a hazard or impedes pedestrian access.
  - Has been reported stolen and verified by the Agency.
  - Appears to be abandoned. A bicycle is considered abandoned if it remains in the same position for more than 72 hours and shows signs of intentional neglect. Signs include ~~d~~, but not limited to, deflated tires, missing wheels, and other parts.

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- Operating or engaging in commercial activity on METRO property or within a METRO facility without METRO approval.
- b. If a locking device must be detached to remove a bicycle, METRO may remove the securing mechanism, using whatever reasonable means are necessary. METRO is not responsible for any damage to the locking device or for its replacement.
- c. METRO or METRO-authorized enforcement agencies' personnel may attach on to an abandoned bicycle a notice identifying the condition of the bicycle and the removal date.
- d. -Removed bicycles may be recovered with proof of ownership after required fees are paid within 30 days of removal; ~~before they are released.~~
- e. Removed bicycles are held for a minimum of 30 days, after which time the bicycle owner is presumed to have relinquished legal title; these bicycles are disposed of in accordance with METRO policy.

### 8-07-040 Parking of Motorized Bicycles, Motorcycles and Mopeds

1. Motorized bicycles, motorcycles and mopeds must obtain permission; and display a valid parking permit when parking on METRO ~~f~~facilities to the same extent as a vehicle would be required.
2. Motorized bicycles, motorcycles and mopeds shall be parked only in designated area of parking facilities.
3. Motorized bicycles, motorcycles and mopeds shall not be operated on bicycle pathways or sidewalk.

Motorized bicycles, motorcycles and mopeds may be cited or towed for the same reasons as automobiles in violation of any regulations stated in this ordinance.

## Chapter 8-09

### Parking Citations

## ATTACHMENT A

This Chapter shall be known as the "Parking Citation Processing Ordinance" of METRO.

### 8-09-010 Authority to Contract with Outside Agencies

METRO may issue and/or process parking citations and notices of delinquent parking violations, or it may enter into a contract with a private parking citation Agency, or with another city, county, or other public issuing or Agency.

Any contract entered into pursuant to this section shall provide for monthly distribution of amounts collected between the parties, except amounts payable to the County pursuant to Chapter 09 (commencing with ~~section~~Section 76000) of Title 8 of the California Government Code, or the successor statutes thereto, and amounts payable to the METRO pursuant to CVC ~~section~~Section 4763 or the successor statute thereto.

METRO's Board of Directors or Chief Executive Officer shall designate the officers, employees or law enforcement contractors who shall be authorized to issue notices of violation and citation and any requisite training for such persons.

### 8-09-020 Appeal Review Process

The Agency may review appeals or other objections to a parking citation pursuant to the procedures set forth in METRO's Administrative Code.

- a. A ~~p~~P person who violates any provision of the Title 8 may, within twenty-one (21) days of the issuance of such notice of violation, request an initial review of the notice of violation by METRO. The request for review may be made in writing, by telephone or in person. There shall be no charge for this review. If following the initial review METRO is satisfied that the violation did not occur, or that extenuating circumstances exist, and that the dismissal of the notice of violation is appropriate in the interest of justice, METRO may cancel the notice of violation. METRO shall notify the person requesting the review of the results of the initial review. If the notice of violation is not dismissed, reasons shall be provided for the denial. Notice of the results of the review shall be deemed to have been received by the person who requested the initial review within five (5) working days following the mailing of the decision by METRO.
- b. If the ~~p~~P person subject to the notice of violation is not satisfied with the result of the initial review, the ~~p~~P person may no later than twenty-one (21) days following the mailing of the initial review decision request an administrative hearing of the violation. The request may be made by telephone, in person, or by mail. The person requesting the administrative hearing shall deposit with METRO the amount due under the notice of violation for which the administrative review hearing is requested. A person may request administrative review without payment of the amount due upon providing METRO with satisfactory evidence of an inability to pay the amount due. An administrative hearing shall be held within ninety (90) days of the receipt of request for an administrative hearing.

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If the ~~p~~Person prevails at the administrative hearing, the full amount of the ~~—~~parking penalty deposited shall be refunded.

- c. The administrative hearing shall consist of the following:
1. The person requesting the hearing shall have the choice of a hearing in person or by mail. An in person hearing shall be held within the jurisdiction of METRO, and shall be conducted according to such written procedures as may from time to time be approved by the Chief Executive Officer of METRO or the Chief Hearing Officer. The hearing shall provide an independent, objective, fair and impartial review of the contested violations. METRO will provide an interpreter for the hearing if necessary.
  2. The hearing shall be conducted before a hearing officer designated to conduct the review by METRO's Chief Executive Officer or Chief Hearing Officer. In addition, to any other requirements of employment, the hearing officer shall demonstrate those qualifications, training, and objectivity as are necessary and consistent with the duties and responsibilities of the position as determined by METRO's Chief Executive Officer or Chief Hearing Officer.
  3. The person who issued the notice of violation shall not be required to participate in an administrative hearing. The issuing Agency shall not be required to produce any evidence other than the parking citation or copy thereof, photographs taken by citation issuing equipment at the time of the citation (date and time stamped), and information received from the department identifying the registered owner of the vehicle. This documentation in proper form shall be the prima facie evidence of the violation.

The hearing officer's decision following the administrative hearing may be delivered personally by the hearing officer or may be sent by first class mail.

~~—~~The hearing officer's decision at administrative review is final except as otherwise provided by law.

4.

If the contestant is not the registered owner of the vehicle, all notices to the contestant required under this section shall also be given to the registered owner by first-class mail.

### 8-09-030 Procedures of Parking Citations Issuance

Parking citations shall be issued in accordance with the following procedures:

- ~~—~~If a Vehicle is unattended at the time that the parking citation is issued for a parking violation, the issuing officer shall securely attach to the Vehicle the parking citation setting forth the violation, including reference to the section of the CVC, the METRO

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Administrative Code or other parking regulation in the adopted ordinance violated; the date; the approximate time of the violation; the location of the violation; a statement printed on the notice indicating that payment is required to be made not later than twenty-one (21) calendar days from the date of issuance of the parking citation; and the date by which the operation is to deposit the parking penalty or contest the parking citation pursuant to ~~section~~Section 8-09-050. The citation shall state the amount of the parking penalty and the address of the agent authorized to receive deposit of the parking penalty.

a.

—The parking citation shall also set forth the Vehicle license number and registration expiration date, if such date is readable; the last four digits of the vehicle identification number, if the number is readable through the windshield; the color of the vehicle; and, if possible, the make of the vehicle.

b.

c. The parking citation or copy thereof shall be considered a record kept in the ordinary course of business of the issuing agency and the agency, and shall be prima facie evidence of the facts contained therein.

a-d. The parking citation shall be served by attaching it to the Vehicle either under the windshield wiper or in another conspicuous place upon the Vehicle so as to be easily observed by the person in charge of the Vehicle upon the return of that person.

b-e. Once the parking citation is prepared and attached to the Vehicle pursuant to paragraph (a), above, the issuing officer shall file notice of the parking violation with the Agency.

e-f. If during issuance of the parking citation, without regard to whether the Vehicle was initially attended or unattended, the vehicle is driven away prior to attaching the parking citation to the Vehicle, the issuing officer shall file the notice with the Agency. The Agency shall mail, within fifteen (15) calendar days of issuance of the parking citation, a copy of the parking citation to the registered owner of the Vehicle.

d. If within twenty-one (21) calendar days after the parking citation is issued, the issuing agency or the issuing officer determines that, in the interests of justice, the parking citation should be canceled, the issuing agency shall cancel the citation, or, if the issuing agency has contracted with the a agency, shall notify the agency to cancel the parking citation. The reason for the cancellation shall be set forth in writing.

g.

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e. If after the copy of the notice of parking violation is attached to the Vehicle, the issuing officer determines that there is incorrect data on the notice, including but not limited to the date or time, the issuing office may indicate in writing, on a form attached to the original notice, the necessary correction to allow for the timely entry of the notice on the agency's data system. A copy of the correction shall be mailed to the registered owner of the Vehicle.

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h.

i. Under no circumstances shall a personal relationship with any public official, officer, issuing officer, or law enforcement Agency be considered grounds for cancellation of a citation. Initial Review and Hearing shall only be candidates by a Person who has no close personal or financial relationship with the Person cited.

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f.i. If an agency makes a finding that there are grounds for cancellation as set forth in the METRO Administrative Code, or pursuant to any other basis provided by law, then the finding or findings shall be filed with the agency, and the parking citation shall be canceled pursuant to subsection (c)(3) of sectionSection 8-09-120.

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### 8-09-040 Parking Administrative Penalties

- a. Administrative penalties shall initially be established by resolution of the METRO Board and amended throughout to the extent delegated to the Chief Executive Officer or Chief Hearing Officer.
- b. Administrative penalties received by Metro shall accrue to the benefit of METRO.

### 8-09-050 Parking Penalties Received by Date Fixed – No Contest / Request to Contest

If the parking penalty is received by the Agency and there is not contest by the date fixed on the parking citation, all proceedings as to the parking citation shall terminate.

If the operator contests the parking citation, the Agency shall proceed in accordance with sectionSection 8-09-020.

### 8-09-060 Parking Penalties Not Received by Date Fixed

If payment of the parking penalty is not received by METRO by the date fixed on the parking citation, the Agency shall deliver to the registered owner a notice of delinquent parking violation pursuant to sectionSection 8-09-110.

Delivery of a notice of delinquent parking violation may be made by personal service or by first class mail addressed to the registered owner of the Vehicle as shown on the records of the department.

### 8-09-070 Notice of Delinquent Parking Violation – Contents

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The notice of delinquent parking violation shall contain the information required to be included in a parking citation pursuant to ~~section~~Section 8-09-030. The notice of delinquent parking violation shall also contain a notice to the registered owner that, unless the registered owner: (a) pays the parking penalty or contests the citation within twenty-one calendar days from the date of issuance of the parking citation, or (b) within fourteen calendar days after the mailing of the notice of delinquent parking violation or completes and files an affidavit of non-liability that complies with ~~section~~Section 8-09-90 or ~~section~~Section 8-09-100, the Vehicle registration shall not be renewed until the parking penalties have been paid. In addition, the notice of delinquent parking violation shall contain, or be accompanied by, an affidavit of non-liability and information of what constitutes non-liability, information as to the effect of executing an affidavit, and instructions for returning the affidavit to the issuing agency.

If the parking penalty is paid within twenty-one (21) calendar days from the issuance of the parking citation or within fourteen (14) calendar days after the mailing of the notice of delinquent parking violation, no late penalty or similar fee shall be charged to the registered owner.

### 8-09-080 Copy of Citation upon Request of Registered Owner

— Within fifteen (15) calendar days of request, made by mail or in person, the agency shall mail or otherwise provide to the registered owner, or the registered owner's agent, who has received a notice of delinquent parking violation, a copy of the original parking citation.

- a.
- b. The issuing agency may charge a fee sufficient to cover the actual cost of copying and/or locating the original parking citation, not to exceed two dollars (\$2.00) per page. Until the issuing or agency complies with a request to provide a copy of the parking citation, the agency may not proceed to immobilize the vehicle merely because the registered owner has received five or more outstanding parking violations over a period of five or more calendar days.

~~a-c.~~ If the description of the vehicle on the parking citation does not substantially match the corresponding information on the registration card for that vehicle, the agency shall, on written request of the operator, cancel the notice of the parking violation.

### 8-09-090 Affidavit of Non-liability – Leased or Rented Vehicle

A registered owner shall be released from liability for a parking citation if the registered owner files with the ~~A~~agency an affidavit of non-liability in a form satisfactory to METRO and such form is returned within thirty (30) calendar days after the mailing of the notice of delinquent parking violation together with proof of a written lease or lessee and provides the operator's driver's license number, name and address.

### 8-09-100 Affidavit of Non-liability – Sale

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A registered owner of a Vehicle shall be released from liability for a parking citation issued to that Vehicle if the registered owner served with a notice of delinquent parking violation files with the agency, within thirty (30) calendar days of receipt of the notice of delinquent parking violation, an affidavit of non-liability together with proof that the registered owner served with a notice of delinquent parking violation has made a bona fide sale or transfer of the Vehicle and has delivered possession thereof to the purchaser prior to the date of the alleged violation. The Agency shall obtain verification from the department that the former owner has complied with the requirements necessary to release the former owner from liability pursuant to CVC ~~section~~Section 5602 or the successor statute thereto.

If the registered owner has complied with CVC ~~section~~Section 5602 or the successor statute thereto, the agency shall cancel the notice of delinquent parking violation with respect to the registered owner.

If the registered owner has not complied with the requirement necessary to release the owner from liability pursuant to CVC ~~section~~Section 5602, or the successor statute thereto, the agency shall inform the registered owner that the citation must be paid in full or contested pursuant to ~~section~~Section 8-09-050. If the registered owner does not comply, the agency shall proceed pursuant to ~~section~~Section 8-09-060.

### **8-09-110 Collection of Unpaid Parking Penalties**

Except as otherwise provided below, the agency shall proceed under subsection (a) or subsection (b), but not both, in order to collect an unpaid parking penalty:

- a. File an itemization of unpaid parking penalties and other related fees with the California Department of Motor Vehicle collection unit pursuant to CVC ~~section~~Section 4760 or the successor statute thereto.
- b. If more than four hundred dollars (\$400.00) in unpaid parking penalties and other related fees have been accrued by any one registered owner or the registered owner's renter, lessee or sales transferee, proof thereof may be filed with the court which has the same effect as a civil judgment. Execution may be levied and such other measures may be taken for the collection of the judgment as are authorized for the collection of unpaid civil judgments entered against a defendant in an action against a debtor.

The agency shall send notice by first-class mail to the registered owner or renter, lessee, or sales transferee indicating that a civil judgment has been filed and the date that the judgment shall become effective. The notice shall also indicate the time that execution may be levied against that person's assets, that liens may be placed against that person's property, that the person's wages may be garnished, and that other steps may be taken to satisfy the judgment. The notice shall also state that the agency will terminate the commencement of a civil judgment proceeding if all parking penalties and other related fees are paid prior to the date set for hearing. If judgment is entered, then the Agency may file a writ of execution or an abstract with the court clerk's office identifying the means by which the civil judgment is to be satisfied.



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If a judgment is rendered for the agency, that agency may contract with a collection agency.

The ~~a~~Agency shall pay the established first paper civil filing fee at the time an entry of civil judgment is requested.

~~e~~ If the registration of the Vehicle has not been renewed for sixty (60) calendar days beyond the renewal date, and the citation has not been collected by the department pursuant to CVC ~~section~~Section 4760, or the successor statute thereto, then the agency may file proof of unpaid penalties and fees with the court which has the same effect as a civil judgment as provided above in ~~section~~Section 8-09-110 (a).

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~~d~~ The ~~A~~agency shall not file a civil judgment with the court relating to a parking citation filed with the Agency unless the agency has determined that the registration of the Vehicle has not been renewed for sixty (60) calendar days beyond the renewal date and the citation has not been collected by the Agency pursuant to CVC ~~section~~Section 4760 or the successor statute thereto.

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### 8-09-120 Obligation of Agency Once Parking Penalty Paid

If the operator or registered owner served with notice of delinquent parking violation, or any other person who presents the parking citation or notice of delinquent parking violation, deposits the penalty with the person authorized to receive it, the agency shall do both of the following:

1. Upon request, provide the operator, registered owner, or the registered owner's agent with a copy of the citation information presented in the notice of delinquent parking violation. The agency shall, in turn, obtain and record in its records the name, address and driver's license number of the person actually given the copy of the citation information.

- ~~2.~~ Determine whether the notice of delinquent parking violation has been filed with the department or a civil judgment has been entered pursuant to ~~section~~Section 8-09-110 (b).

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~~a~~ If the agency receives full payment of all parking penalties and other related fees and the agency neither files a notice of delinquent parking violation nor enters ~~ed~~ a civil judgment, then all proceedings for that citation shall cease.

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~~b~~ If a notice of delinquent parking violation has been filed with the department and has been returned by the department pursuant to the provisions of the CVC and payment of the parking penalty has been made, along with any other related fees, then the proceedings for that citation shall cease.

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~~e~~ If the notice of delinquent parking violation has been filed with the department and has not been returned by the department, and payment of the parking penalty along with

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## ATTACHMENT A

any other fees applied by either the department or the agency or both have been made, the agency shall do all of the following:

1. Deliver a certificate of payment to the operator, or other person making payment;
2. Within five working days transmit payment information to the department in the manner prescribed by the department;
3. Terminate proceedings on the notice of delinquent parking violation;
4. Deposit all parking penalties and other fees as required by law.

### **8-09-130 Deposit of Parking Penalties with METRO**

All parking penalties collected, including process services fees and costs related to civil debt collection, shall be deposited to the account of the agency, and then remitted to METRO, if METRO is not also the agency.

If METRO is not the agency, then METRO shall enter into an agreement with the agency for periodic transfer of parking citation receipts, along with a report setting forth the number of cases processed and the sums received.

### **8-09-140 Bailment Schedule**

METRO shall adopt a penalty schedule for parking violation penalties and administrative penalties and any necessary additional procedures in furtherance of enforcement of this Code. The schedule and any procedures deemed necessary shall be subject to the approval of the Chief Executive Officer. The schedule shall be deposited and maintained at all times by the METRO Transit Court for use and examination by the public.

## Chapter 8-11

### Removal of Vehicles

#### 8-11-010 Towing and Impounding Vehicles

METRO may remove, tow or impound Vehicles in accordance with CVC ~~section~~Section 22650 et seq., including but not limited to Vehicles that:

- a. Have three or more outstanding (unpaid) METRO parking violations.
- b. Have five or more outstanding (unpaid) parking violations from any agency in the State.
- c. Display lost, stolen, altered, counterfeit, or unauthorized permits.
- d. Have expired vehicle registration (more than six months), or have no license plates or other evidence of registration displayed.
- e. Park in tow away zones, such as disabled, reserved and no parking areas.
- f. Park in emergency/fire access lanes.
- g. Park on any surface not specifically marked for parking of motor vehicles, such as, but not limited to: lawns, open spaces, sidewalks, plazas, unmarked curbs, roadways, drive aisles, and bikeways.

#### 8-11-020 Post-storage Hearing

- a. Whenever METRO directs removal of a Vehicle pursuant to this Chapter, the Vehicle's registered and legal owners of record, or their agents, will be provided an opportunity for a post-storage hearing to determine the validity of the storage.

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- b. METRO will mail or personally deliver a notice of the storage to the registered and legal owners within 48 hours, excluding weekends and holidays, and shall include all of the following information:
1. The name, address, and telephone number of the agency providing the notice.
  2. The location of the place of storage and description of the vehicle, which shall include, if available, the name or make, the manufacturer, the license plate number, and the mileage.
  3. The authority and purpose for the removal of the vehicle.
  4. A statement that, in order to receive their post storage hearing, the owners, or their agents, shall request the hearing in person, writing, or by telephone within 10 days of the date appearing on the notice.
- c. The post-storage hearing shall be conducted within 48 hours of the request, excluding weekends and holidays. METRO may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who directed the storage of the vehicle.
- d. Failure of either the registered or legal owner, or his or her agent, to request or to attend a scheduled hearing shall satisfy the post-storage hearing requirement.

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## ATTACHMENT B

### A RESOLUTION OF THE METRO BOARD OF LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ESTABLISHING PARKING RATES AND PERMIT FEES FOR ALL METRO PARKING FACILITIES AND RESOURCES

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) operates parking facilities throughout the Los Angeles County in the City of Los Angeles, Pasadena, Long Beach, North Hollywood, Culver City, Norwalk, Downey, Lynwood, Hawthorne, Inglewood, El Segundo, Redondo Beach, Compton, El Monte and Gardena. At Metro Blue Line Stations at: Willow, Wardlow, Del Amo, Artesia, Willowbrook/Rosa Parks, 103<sup>rd</sup> St/Watts Towers, and Florence. Metro Green Line Stations at: Norwalk, Lakewood Blvd, Long Beach Blvd, Avalon, Harbor Freeway, Vermont/Athens, Crenshaw, Hawthorne/Lennox, Aviation/LAX, El Segundo, Douglas and Redondo Beach and Metro Red Line Stations at: Westlake/MacArthur Park, Universal City/Studio City and North Hollywood. Metro Gold Line Stations at: Atlantic, Indiana, Lincoln Heights/Cypress, Heritage Square, Fillmore, Sierra Madre, Arcadia, Monrovia, Duarte/City of Hope, Irwindale, Azusa Downtown and APU/Citrus College. Metro Expo Line Stations at 17<sup>th</sup> St/SMC, Expo/Bundy, Expo/Sepulveda, Culver City, La Cienega/Jefferson, and Expo/Crenshaw. Metro Orange Line Stations at: Van Nuys, Sepulveda, Balboa, Reseda, Pierce College, Canoga, Sherman Way and Chatsworth Stations. Metro Silver Line Stations at: Slauson, Manchester, Rosecrans, Harbor Gateway Transit Center and El Monte. Metro also operates the parking at Los Angeles Union Station.

WHEREAS, Metro has designated preferred parking zones throughout its parking facilities with parking restrictions to manage parking availability to patrons; and

WHEREAS, the Metro Board of Directors is authorized to set parking rates and permit fees, by resolution, at Metro owned, leased, operated, contracted and managed parking facilities and preferred parking zones; and

WHEREAS, the METRO Chief Executive Officer or its designee is hereby authorized to establish rate adjustments for special event parking or other special circumstances that increase parking demand. The METRO CEO is also authorized to establish parking rates at additional and new rail line extension parking facilities not included in the current fee resolution. Parking rates at these additional parking facilities will be established within the current fee structure and range and based on the demographic location of the facility; and

WHEREAS, adopting the parking rates and permit fees as a means of regulating the use of all Metro parking facilities and resources will distribute the parking load more evenly between transit patrons and non-transit users, and maximize the utility and use of Metro operated parking facilities and resources, enhance transit ridership and customer service experience, thereby making parking easier, reducing traffic hazards and congestion, and promoting the public convenience, safety, and welfare;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF METRO DOES RESOLVE AS FOLLOWS:

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SECTION 1. The parking rates established in this Resolution are effective as of **March 1, 2018** at all Metro Parking Facilities.

SECTION 2. As used in this Resolution, the term “daily” for transit patrons, means a consecutive 24-hour period commencing upon the time of entry of a vehicle into a parking facility. The term “daily” for public patrons, means a consecutive 24-hour period, unless time restrictions do not allow for 24 consecutive hours, then “daily” refers to the time of entry into the parking facility until the expiration of the time limitation, not exceeding 24-hours. All “daily” parking commences at the time of entry of a vehicle into a parking facility.

SECTION 3. The parking rates listed in this Resolution shall apply to vehicles entering the specified Metro on-street and off-street parking facilities for the specified times, and rates unless a special event is scheduled that is anticipated to increase traffic and parking demands. If an event is scheduled, the rate may be determined by Metro with approval of Parking Management staff, which approval may be granted based on Metro’s best interests. The maximum rate may be set as either a flat rate per entry or an increased incremental rate based upon time of entry and duration of parking.

SECTION 4. The following fees are established at the Metro Willow Blue Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$25.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- ~~g. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 5. The following fees are established at the Metro Wardlow Blue Line Station:

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Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$25.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 6. The following fees are established at the Metro Del Amo Blue Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$25.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

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SECTION 7. The following fees are established at the Metro Artesia Blue Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$25.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 8. The following fees are established at the Metro Willowbrook/Rosa Parks Blue Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days a week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 9. The following fees are established at the Metro 103<sup>rd</sup> St/Watts Tower Blue Line Station:

Parking information and rates shall be as follows:

- a. Parking is free of charge, seven days per week.

SECTION 10. The following fees are established at the Metro Florence Blue Line Station:

Parking information and rates shall be as follows:



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- ~~a. Parking prior to 11am will require a \$25.00 flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 11. The following fees are established at the Metro Norwalk Green Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$39.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~

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- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~a. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.~~
- ~~b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.~~
- ~~c. Transit daily parking rates will require a \$3.00 daily flat rate.~~
- ~~d. Rates may be negotiated between Metro and tenant, government or business entity.~~

SECTION 12. The following fees are established at the Metro Lakewood Green Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$39.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~

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- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 13. The following fees are established at the Metro Long Beach Green Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days a week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 14. The following fees are established at the Metro Avalon Green Line Station:

Parking information and rates shall be as follows:

- a. Parking is free of charge, seven days per week.
- ~~a. Parking is available on a first come first serve basis.~~

SECTION 15. The following fees are established at the Metro Harbor Freeway Green Line Station:

Parking information and rates shall be as follows:

- a. Parking is free of charge, seven days per week.
- ~~a. Parking is available on a first come first serve basis.~~

SECTION 16. The following fees are established at the Metro Vermont/Athens Green Line Station:

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Parking information and rates shall be as follows:

- a. Parking is free of charge, seven days per week.
- ~~a. Parking is available on a first come first serve basis.~~

SECTION 17. The following fees are established at the Metro Crenshaw Green Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$59.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$3.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$20.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. Any vehicle parked over 72 hours will require an Extended Parking Permit. Extended Parking Permit Administration Fee is \$10.00.~~
- ~~i. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~j. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.

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- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 18. The following fees are established at the Metro Hawthorne/Lennox Green Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days a week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 19. The following fees are established at the Metro Aviation/LAX Green Line Station:

Parking information and rates shall be as follows:

- ~~a. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~b. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~c. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~d. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~e. Parking is available on a first come first serve basis.~~
- ~~f. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~

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~~g. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~

a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.

b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.

~~h.—~~

c. Transit daily parking rates will require a \$3.00 daily flat rate.

d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 20. The following fees are established at the Metro El Segundo Green Line Station:

Parking information and rates shall be as follows:

a. Parking is free of charge, seven days per week

~~Parking is available on a first come first serve basis.~~

SECTION 21. The following fees are established at the Metro Douglas Green Line Station:

Parking information and rates shall be as follows:

a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.

b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.

c. Transit daily parking rates will require a \$3.00 daily flat rate.

d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 22. The following fees are established at the Metro Redondo Beach Green Line Station:

Parking information and rates shall be as follows:

a. Parking is free of charge, seven days per week.

~~a.—Parking is available on a first come first serve basis.~~

~~b.—Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~

SECTION 23. The following fees are established at the Metro Westlake/MacArthur Park Red Line Station:

Parking information and rates shall be as follows:

a. Parking is free of charge, seven days per week.

~~a.—Parking is available on a first come first serve basis.~~

SECTION 24. The following fees are established at the Metro Universal City/Studio City Red Line Station:

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Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$55.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$45.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 25. The following fees are established at the Metro North Hollywood Red Line Station:

Parking information and rates shall be as follows:

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- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$59.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$3.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$45.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 26. The following fees are established at the Metro Atlantic Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$29.00 monthly flat rate. Preferred parking space permits will only be renewed~~



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~~for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~

- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case-by-case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours. Non-transit riders can park without TAP Card ridership verification for up to three hours, for a \$3.00 flat rate.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$20.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- j-a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Non-transit parking rates will require a \$3.00 flat rate for up to three hours.
- e. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 27. The following fees are established at the Metro Indiana Gold Line Station:

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Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$29.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- a. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.
- b. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- c. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- d. Transit daily parking rates will require a \$3.00 daily flat rate.
- e. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 28. The following fees are established at the Metro Lincoln/Cypress Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$25.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- ~~g-a.~~ Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

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SECTION 29. The following fees are established at the Metro Heritage Square Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$20.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11 am will require a \$4.00 flat rate at designated preferred parking spaces on a daily basis.~~
- ~~d. After 11 am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- g.a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 30. The following fees are established at the Metro Fillmore Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$29.00 monthly flat rate. Preferred parking space permits will on be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking is only available Monday through Friday.~~
- ~~d. Parking is available on a first come first serve basis.~~
- e.a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit daily parking rates will require a \$3.00 daily flat rate.
- c. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 31. The following fees are established at the Metro Sierra Madre Gold Line Station:

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Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$29.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of a TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$20.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to park at a time. If more than one vehicle is parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as a fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 32. The following fees are established at the Metro Arcadia Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days a week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

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SECTION 33. The following fees are established at the Metro Monrovia Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$59.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$3.00 flat rate per 24 hours.~~
- ~~d. Non-transit riders can park without TAP Card ridership verification between 6:00 pm and 5:00 am Monday through Friday and all day Saturday and Sunday for a \$3.00 flat rate.~~
- ~~e. Carpool permit parking will be offered for a monthly rate of \$45.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~f. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~g. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~h. Parking is available on a first come first serve basis.~~
- ~~i. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~j. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Non-transit daily parking rates will require a \$3.00 daily flat rate.

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e. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 34. The following fees are established at the Metro Duarte/City of Hope Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days a week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit daily parking rates will require a \$3.00 daily flat rate.
- c. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 35. The following fees are established at the Metro Irwindale Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$39.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$3.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent~~

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~~more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~

- ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 36. The following fees are established at the Metro Azusa Downtown Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking prior to 11am will require a \$39.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. After 11 am all parking spaces become available to all transit patrons.~~
- ~~d. Parking on weekends is free to all transit users.~~
- ~~e. Parking is available on a first come first serve basis.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit daily parking rates will require a \$3.00 daily flat rate.
- c. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 37. The following fees are established at the Metro APU/Citrus College Gold Line Station:

Parking information and rates shall be as follows:

- ~~a. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~b. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~c. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days'~~

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- ~~notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~d. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
  - ~~e. Parking is available on a first come first serve basis.~~
  - ~~f. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
  - ~~g. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
  - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
  - b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
  - c. Transit daily parking rates will require a \$3.00 daily flat rate.
  - d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 38. The following fees are established at the Metro 17<sup>th</sup> St/SMC Expo Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$59.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours. Non-transit riders can park without TAP Card ridership verification for up to three hours, for a \$5.00 flat rate.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$45.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days'~~



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- ~~notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
  - ~~g. Parking is available on a first come first serve basis.~~
  - ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
  - ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
    - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
    - b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
    - c. Transit daily parking rates will require a \$3.00 daily flat rate.
    - d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 39. The following fees are established at the Expo/Bundy Expo Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$49.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours. Non-transit riders can park without TAP Card ridership verification for up to three hours, for a \$5.00 flat rate.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days'~~

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- ~~notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
  - ~~g. Parking is available on a first come first serve basis.~~
  - ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
  - ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
    - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
    - b. Transit daily parking rates will require a \$3.00 daily flat rate.
    - c. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 40. The following fees are established at the Metro Expo/Sepulveda Expo Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$39.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours. Non-transit riders can park without TAP Card ridership verification for up to three hours, for a \$5.00 flat rate.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~

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- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
  - ~~a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.~~
  - ~~b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.~~
  - ~~c. Non-transit monthly permit parking will require a \$120.00 monthly flat rate.~~
  - ~~d. Transit daily parking rates will require a \$3.00 daily flat rate.~~
  - ~~e. Rates may be negotiated between Metro and tenant, government or business entity.~~

SECTION 41. The following fees are established at the Metro La Cienega/Jefferson Expo Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$59.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~d. Non-transit riders can park without TAP Card verification for up to three hours, for a \$5.00 flat rate.~~
- ~~e. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~f. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days'~~

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~~notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~

- ~~g. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~h. Parking is available on a first come first serve basis.~~
- ~~i. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~j. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
  - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
  - b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
  - c. Transit daily parking rates will require a \$3.00 daily flat rate.
  - d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 42. The following fees are established at the Metro Expo/Crenshaw Expo Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge.~~
- ~~b. Parking is only available from Monday at 2 am through Sunday at 2am.~~
- ~~c. Parking is available on a first come first serve basis.~~
  - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
  - b. Transit daily parking rates will require a \$3.00 daily flat rate.
  - c. Rates may be negotiated between Metro and tenant, government or business entity.
  - d. Parking is only available from Monday at 2 AM through Sunday at 2 AM.

SECTION 43. The following fees are established at the Metro Chatsworth Orange Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- ~~d.~~a. Parking is free of charge, seven days per week.

SECTION 44. The following fees are established at the Metro Sherman Way Orange Line Station:

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Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- ~~d.~~a. Parking is free of charge, seven days per week.

SECTION 45. The following fees are established at the Metro Canoga Orange Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c.~~a. Parking is free of charge, seven days per week.

SECTION 46. The following fees are established at the Metro Pierce College Orange Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- ~~d.~~a. Parking is free of charge, seven days per week.

SECTION 47. The following fees are established at the Metro Reseda Orange Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 48. The following fees are established at the Metro Balboa Orange Line Station:

Parking information and rates shall be as follows:

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- ~~a. Parking prior to 11am will require a \$20.00 monthly flat rate at designated preferred parking spaces. Users must maintain a minimum of ten (10) daily ridership transactions using their TAP card, per month, in order to renew their permit for the following month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Parking prior to 11am will require a \$4.00 daily flat rate at designated preferred parking spaces.~~
- ~~d. After 11am all parking spaces become available to all transit patrons.~~
- ~~e. Parking on weekends is free to all transit users.~~
- ~~f. Parking is available on a first come first serve basis.~~
- ~~g.~~
  - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
  - b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
  - c. Transit daily parking rates will require a \$3.00 daily flat rate.
  - h. Rate may be negotiated between Metro and tenant, government or business entity.
  - i.d.

SECTION 49. The following fees are established at the Metro Sepulveda Orange Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
  - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
  - b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
  - c. Transit daily parking rates will require a \$3.00 daily flat rate.
  - d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 50. The following fees are established at the Metro Van Nuys Orange Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
  - a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
  - b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.

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- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 51. The following fees are established at the Metro El Monte Silver Line Station:

Parking information and rates shall be as follows:

- ~~a. Permit parking at designated preferred parking spaces will be subject to a \$39.00 monthly flat rate. Preferred parking space permits will only be renewed for users with a minimum of ten (10) daily ridership transactions using their TAP card, per month.~~
- ~~b. Patrons that lose their permit due to less than ten (10) daily ridership transactions may file an appeal for an exemption. The application administration fee is \$5.00. All applications will be reviewed on a case by case basis. The review process may take up to 20 working days.~~
- ~~c. Transit users with verified use of TAP Card within 96 hours of parking their vehicle will be subject to a \$2.00 flat rate per 24 hours.~~
- ~~d. Carpool permit parking will be offered for a monthly rate of \$25.00. A minimum of three (3) TAP card users is required, including registered vehicles/license plates, to qualify for the carpool rate. Only one (1) vehicle will be allowed to be parked at a time. If more than one vehicle parked at the same time, the regular daily transit rider rate will be applied to the monthly parking charges for each vehicle.~~
- ~~e. Metro staff shall review and authorize adjustments to the parking rates pursuant to the Paid Parking Program and targeted occupancy levels. Parking rate adjustments: will not exceed a daily rate of \$5.00 per day; require 30 days' notice for pricing changes (increase or decrease); and cannot be made more frequently than every two months.~~
- ~~f. Transit rider parking rates will also apply to non-Metro public transit agencies that accept Metro's TAP Card as fare payment.~~
- ~~g. Parking is available on a first come first serve basis.~~
- ~~h. For any vehicle that exits the parking facility without completing the payment transaction, an outstanding parking transaction notice will be generated along with a bill for the parking fee based on the vehicles' DMV record. The administration fee for the billing is \$25.00 and will be added to the outstanding parking fee. Any outstanding parking transaction delinquent more than 30 days from the billing date will be assessed an additional \$55.00 administration fee.~~
- ~~i. Patrons requesting a monthly statement to be mailed for Preferred Permit Parking monthly transaction or mobile payment transactions will be assessed a \$2.00 mailed statement fee.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.

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d. Rates may be negotiated between Metro and tenant, government or business entity.

SECTION 52. The following fees are established at the Metro Slauson Silver Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- ~~d.a.~~ Parking is free of charge, seven days per week.

SECTION 53. The following fees are established at the Metro Manchester Silver Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- ~~d.a.~~ Parking is free of charge, seven days per week.

SECTION 54. The following fees are established at the Metro Rosecrans Silver Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- ~~d.a.~~ Parking is free of charge, seven days per week.

SECTION 55. The following fees are established at the Metro Harbor Gateway Transit Center Silver Line Station:

Parking information and rates shall be as follows:

- ~~a. Parking is available free of charge seven days per week.~~
- ~~b. Parking is available on a first come first serve basis.~~
- ~~c. Any vehicle parked over 72 hours requires an Extended Parking Permit. The Extended Parking Permit Administration Fee is \$10.00.~~
- a. Transit monthly permit parking will require up to a \$59.00 monthly flat rate.
- b. Transit monthly carpool permit parking will require up to a \$45.00 monthly flat rate.
- c. Transit daily parking rates will require a \$3.00 daily flat rate.
- d. Rates may be negotiated between Metro and tenant, government or business entity.



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SECTION 56. The following fees are established at Los Angeles Union Station Gateway:

Parking information and rates shall be as follows:

- a. Each 15 minutes is \$2.00.
- b. Daily Maximum shall be \$8.00 per entry per every 24 hour stay.
- c. Monthly fees for the general public are \$110.00 monthly flat rate.
- d. Event parking fees can be established based on market rate conditions.
- e. Special monthly parking rates may be negotiated between Metro and tenant, government, or business entity.
- f. Metro is hereby authorized to adjust parking rates at Union Station for special events in the area based on parking demand.
- ~~f. Parking is available on a first come first serve basis.~~
- ~~g. All rates apply seven days a week.~~

SECTION 57. The following fees are established at Los Angeles Union Station West:

Parking information and rates shall be as follows:

- a. Monthly fees for parking garage reserved stalls shall be \$130.00 monthly flat rate.
- b. Monthly fees for parking garage tandem spaces shall be \$82.50 monthly flat rate.
- c. Valet parking shall be \$20.00 daily flat rate.
- d. Valet parking for special events shall be \$25.00 daily flat rate.
- e. Special monthly parking rates may be negotiated between Metro and tenant, government, or business entity.
- f. Metro is hereby authorized to adjust parking rates at Union Station for special events in the area based on parking demand.

SECTION 58. All parking fees and rate structures, including hourly, daily, weekly and monthly parking shall be approved and established by resolution of the METRO Board. METRO staff shall review and recommend parking fee adjustments to the METRO Board based on parking demand.

~~The METRO Chief Executive Officer or its designee is hereby authorized to establish rate adjustments for special event parking or other special circumstances that increase parking demand. The METRO CEO is also authorized to establish parking rates at additional and new rail line extension parking facilities not included in the current fee resolution. Parking rates at these additional parking facilities will be established within the current fee structure and range and based on the demographics and location of the facility.~~

- a. The METRO Chief Executive Officer or its designee is hereby authorized to establish rate adjustments for special event parking or other special circumstances that increase parking demand.
- b. The METRO CEO is also authorized to establish parking rates at additional and new rail line extension parking facilities not included in the current fee

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resolution. Parking rates at these additional parking facilities will be established within the current fee structure and range and based on the demographics and location of the facility.

- c. The METRO CEO will review and authorize adjustments to the parking rates pursuant to the parking management program, parking demand and the targeted occupancy levels. Parking rate adjustments require 30 days' notice for pricing changes (increase or decrease) and only allows for price adjustments every 90 days. Parking rate adjustments will be within the current Metro Board approved fee structure and range.

SECTION 59. The following fees shall be established for all ~~preferred parking zones~~parking permits:

- a. Initiation fee of parking passes or permits, including access cards, shall be a non-refundable fee of up to ~~\$7.00~~ \$25.00.
- b. Replacement of a lost or stolen ~~preferred~~ parking permit or access card shall be up to ~~\$7.00~~ \$25.00.
- c. Permit holder must maintain permit eligibility requirements as defined in the permit program terms & conditions. Patrons not meeting the eligibility requirements may file an appeal for exemption. The application administration fee is up to \$10.00 per application.
- d. Any vehicle parked over 72 consecutive hours requires an Extended Parking Permit. Extended Parking Permit administration fee of \$10.00 flat rate will be assessed per application.
- e. Permit holders requesting a monthly statement to be mailed to a physical address will be charged an administrative fee up to \$5.00.

SECTION 60. Short-term reserved parking may be purchased by phone or by internet web-page.

SECTION 61. All parking rates and permit fees shall be per vehicle for the specified period and non-refundable once issued.

SECTION 62. Transit parking rates also encompass non-Metro public transit agencies that accept Metro's TAP Card as fare payment.

SECTION 63. Daily parking fees, where applicable, are valid seven days per week.

SECTION 64. All parking rates set forth in this Resolution include city's parking tax, if applicable.

SECTION 65. Permit holders, including all monthly carpool participants, must maintain permit eligibility requirements as defined in the permit program terms & conditions.

SECTION 66. Parking is available on a first-come, first-served basis.

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SECTION 67. Daily parking rates for transit users with verified ridership within 96 hours of parking their vehicle will not exceed a \$5.00 daily flat rate, unless rate is otherwise defined as a higher amount in the site specific section of this Resolution. Monthly parking rates for transit users with verified ridership will not exceed a \$99.00 flat rate, unless rate is otherwise defined as a higher amount in the site specific section of this Resolution.

SECTION 68. The following fees are established for each type of violation:

	<u>Chapter</u>	<u>Title</u>	<u>Citation Fee</u>
1	<u>8-05-030</u>	<u>Illegal Parking Outside of a Defined Parking Space or Parking Space Markings</u>	<u>\$63.00</u>
2	<u>8-05-040</u>	<u>Failure to Obey Signs</u>	<u>\$63.00</u>
3	<u>8-05-050</u>	<u>Exceeding Posted Time Limit</u>	<u>\$53.00</u>
4	<u>8-05-060</u>	<u>Temporary No Parking</u>	<u>\$53.00</u>
5	<u>8-05-070</u>	<u>Restricted Parking</u>	<u>\$53.00</u>
6	<u>8-05-080</u>	<u>Parking Within Marked Bicycle Lane</u>	<u>\$63.00</u>
7	<u>8-05-090</u>	<u>Illegal Parking in Loading Zone</u>	<u>\$53.00</u>
8	<u>8-05-100</u>	<u>Vehicle Exceeds Load Size Limit</u>	<u>\$53.00</u>
9	<u>8-05-110</u>	<u>Disconnected Trailer</u>	<u>\$53.00</u>
10	<u>8-05-120</u>	<u>Bus Loading Zones</u>	<u>\$263.00</u>
11	<u>8-05-130</u>	<u>Illegal Parking in Kiss and Ride Spaces and Passenger Loading Zone</u>	<u>\$53.00</u>
12	<u>8-05-140</u>	<u>No Parking – Alley</u>	<u>\$53.00</u>
13	<u>8-05-150</u>	<u>Illegal Parking in Red Zones</u>	<u>\$53.00</u>
14	<u>8-05-160</u>	<u>Vehicle Parked Seventy-Two (72) or More Hours</u>	<u>\$53.00</u>
15	<u>8-05-170</u>	<u>Inproperly Parked on Parking Grades</u>	<u>\$63.00</u>
16	<u>8-05-180</u>	<u>Improperly Parked in Angled Parking</u>	<u>\$63.00</u>
17	<u>8-05-190</u>	<u>Double Parking</u>	<u>\$53.00</u>
18	<u>8-05-200</u>	<u>No Parking Anytime/Posted Hours</u>	<u>\$53.00</u>
19	<u>8-05-210</u>	<u>Wrong Side Two Way Traffic or Roadway</u>	<u>\$53.00</u>
20	<u>8-05-220</u>	<u>Blocking Street or Access</u>	<u>\$53.00</u>
21	<u>8-05-230</u>	<u>Parking Special Hazard</u>	<u>\$53.00</u>
22	<u>8-05-240</u>	<u>Illegal Parking at Fire Hydrant</u>	<u>\$68.00</u>
23	<u>8-05-250</u>	<u>Illegal Parking at Assigned / Reserved Spaces</u>	<u>\$53.00</u>
24	<u>8-05-260</u>	<u>Illegal Parking at Taxicab Stands</u>	<u>\$53.00</u>
25	<u>8-05-270</u>	<u>Illegal Parking at/ Adjacent to a Landscape Island or Planter</u>	<u>\$53.00</u>
26	<u>8-05-280a</u>	<u>Failure to Properly Register Vehicle Licence Plate Information</u>	<u>\$53.00</u>
27	<u>8-05-280b</u>	<u>Parking in a Permit Parking Spaces Without a Permit</u>	<u>\$53.00</u>
28	<u>8-05-280c</u>	<u>Display and Altered, Counterfeit, or Expired Permit</u>	<u>\$53.00</u>
29	<u>8-05-280d</u>	<u>Display a Permit Registered to Another Vehicle</u>	<u>\$53.00</u>
30	<u>8-05-280e</u>	<u>Failure to Properly Display the Permit as Instructed by Parking Terms and Conditions</u>	<u>\$53.00</u>
31	<u>8-05-310</u>	<u>Permit Penalty Provisions</u>	<u>\$53.00</u>
32	<u>8-05-320</u>	<u>Expired Meter or Pay Station</u>	<u>\$53.00</u>
33	<u>8-05-330</u>	<u>Parking Facilities Cleaning, Maintenance and Capital Projects</u>	<u>\$53.00</u>

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34	<u>8-05-340</u>	<u>Electric Vehicle Parking Spaces</u>	<u>\$53.00</u>
35	<u>8-05-350</u>	<u>Parking on Sidewalk/ Parkway</u>	<u>\$53.00</u>
36	<u>8-05-370</u>	<u>Peak Hour Traffic Zones</u>	<u>\$53.00</u>
37	<u>8-05-380</u>	<u>Parking Prohibition for Vehicles Over Six Feet High, Near Intersections</u>	<u>\$53.00</u>
38	<u>8-05-400</u>	<u>Car Share or Vanpool Authorization Required</u>	<u>\$53.00</u>
39	<u>8-05-410</u>	<u>Speed Limit</u>	<u>\$53.00</u>
40	<u>8-05-420</u>	<u>Motor Vehicle Access</u>	<u>\$63.00</u>
41	<u>8-05-440</u>	<u>Accessible Parking Spaces Designated for Vehicle Operators with Disabilities</u>	<u>\$338.00</u>
42	<u>8-07-030a</u>	<u>Improperly Parked Bicycles outside of Designated Bicycle Parking Areas</u>	<u>\$38.00</u>
43	<u>8-07-030b</u>	<u>Bicycle parked in Landscaped Areas Violation</u>	<u>\$38.00</u>
44	<u>8-07-040b</u>	<u>Inproperly Parked Bicycles Outside of Designated Area Violation</u>	<u>\$38.00</u>
45	<u>8-07-040c</u>	<u>Operation of Motorcycle, Bicycle and Mopeds on Bicycle Pathways or Sidewalks</u>	<u>\$38.00</u>

- ~~1. Failure to Obey Signs shall be \$63.00.~~
- ~~2. Non-Parking Activities are Prohibited shall be \$63.00.~~
- ~~3. Vehicles parked longer than seventy-two (72) hours shall be \$53.00.~~
- ~~4. Temporary No Parking shall be \$53.00.~~
- ~~5. Illegal Parking Outside of Defined Space or Parking Space Markings shall be \$63.00.~~
- ~~6. Parking in a Restricted Parking Space area shall be \$38.00.~~
- ~~7. Parking within a Marked Bicycle Lanes shall be \$48.00.~~
- ~~8. Illegal Parking in a Bus Loading Zone shall be \$263.00.~~
- ~~9. Illegal Parking in a Loading Zone shall be \$53.00.~~
- ~~10. Illegal Parking in a Commercial Loading Zone shall be \$78.00.~~
- ~~11. Vehicles Exceeding Posted Weight Limits shall be \$53.00.~~
- ~~12. Parking a Disconnected Trailer shall be \$53.00.~~
- ~~13. Vehicle Parking in Alleys shall be \$53.00.~~
- ~~14. Illegal Parking in Red Zones shall be \$53.00.~~
- ~~15. Failure to pay for adopted parking fees at Metro Park and Ride Facilities shall be \$55.00.~~
- ~~16. Parking in an Accessible Parking Space without a valid placard or Authorization and Misuse of the Placard or Parking in a Crosshatched Accessible Area shall be \$338.00.~~
- ~~17. Parking on Grades shall be \$48.00.~~
- ~~18. Angled Parking shall be \$48.00.~~
- ~~19. Double Parking shall be \$53.00.~~
- ~~20. No Parking Anytime shall be \$53.00.~~
- ~~21. Parking on the Wrong Side of the Street shall be \$53.00.~~
- ~~22. Blocking Street or Access shall be \$53.00.~~
- ~~23. Improper Parking of a Vehicle causing a Special Hazard shall be \$53.00.~~
- ~~24. Parking at/blocking a Fire Hydrant shall be \$68.00.~~
- ~~25. Parking at Assigned / Reserved Space without a valid permit or permission shall be \$53.00.~~

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- ~~26. Non Taxi Vehicle Parked in a Taxicab Assigned Stand shall be \$33.00.~~
- ~~27. Parking At/Adjacent to a Landscape Island or Planter shall be \$53.00.~~
- ~~28. Permit Provisions Violation shall be \$63.00.~~
- ~~29. Expired Meter or Pay Station shall be \$53.00.~~
- ~~30. Illegal Parking during Facilities Cleaning, Maintenance and Capital Projects areas \$53.00.~~
- ~~31. Non Electric Vehicle Parked in an Electrical Vehicle Assigned Parking Space shall be \$53.00.~~
- ~~32. Parking on Sidewalk/Parkway shall be \$53.00.~~
- ~~33. Parking in Peak Hour Traffic Zones shall be \$53.00.~~
- ~~34. Parking Prohibited for Vehicles over Six (6) Feet High, Near Intersections shall be \$53.00.~~
- ~~35. Non Car Share or Vanpool Vehicle Parked in a Car Share or Vanpool Assigned Space shall be \$53.00.~~
- ~~36. Exceeding Posted Speed Limit shall be \$35.00.~~
- ~~37. Operating a Vehicle in a Non-Vehicular Access location shall be \$63.00.~~
- ~~38. Bicycle Violations shall be \$38.00.~~
- ~~— Parking of Motorized Bicycles, Motorcycles and Mopeds Violations shall be \$38.00.~~

SECTION 69. The Parking Fee Resolution adopted by the Metro Board of Directors on, [May 18, 2017](#)~~July 23, 2015~~, is repealed as of the effective date of the parking rates set forth in this Resolution.

SECTION 70. If there are any conflicts between the parking rates adopted in this Resolution and any parking rates adopted by prior resolution, the rates adopted in this Resolution shall take precedence.

SECTION 71. The Metro Board shall certify to the adoption of this Resolution, which shall become effective at such time as appropriate signs notifying the public of the provisions herein have been posted by the Metro Parking Management unit.

# Supportive Transit Parking Program Master Plan

Presented by:

Parking Management  
Countywide Planning & Development  
Los Angeles County Metropolitan Transportation Authority



# Supportive Transit Parking Program Master Plan

## Additional Public Outreach Activities:

- Hosted Community workshop held on January 9, 2018, 6-8pm at Metro
- Presented STPP Master Plan at:
  - Regional Service Council meetings in January 2018 (South Bay, San Gabriel Valley, Gateway Cities, San Fernando Valley, and Westside Central)
  - Metro’s Technical Advisory Committee meeting in January 2018
  - South Bay and San Gabriel Valley Council of Governments in January 2018
  - Gold Line Extension 2b cities working group meeting in January 8 2018
  - Metro Gold Line Foothill Extension Construction Authority (“Gold Line 2B”) Board meeting in December 2017.
  - Gold Line 2B Technical Advisory Committee meeting in December 2017; and
  - City of Claremont Town Hall Meeting in December 2017



Metro





# Supportive Transit Parking Program Master Plan

## Revised Master Plan and prepared the final report

- New typology on the parking demand model – “Suburban Mid-point” station
- Further elaboration to address overspill parking situation
- Include EV-charging infrastructure in parking facility design guideline
- Separated the Gold Line Extension Phase 2B parking study from the Master Plan to address corridor-specific needs
- Included comments and final inputs from community workshop and outreach meetings







## Board Report

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File #: 2017-0605, File Type: Policy

Agenda Number: 20.

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**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 17, 2018**

**SUBJECT: SYSTEMWIDE STATION DESIGN STANDARDS**

**ACTION: ADOPT SYSTEMWIDE STATION DESIGN STANDARDS POLICY**

**RECOMMENDATION**

ADOPT the Metro Systemwide Station Design Standards Policy.

**ISSUE**

As Metro expands its transit system, a state-of-the-art systemwide design approach is needed to ensure that existing and future station facilities are safe, smart, clean and green. Adoption of the Systemwide Station Design Policy (Attachment A) will ensure all future Metro Rail and Bus Rapid Transit (BRT) stations follow a consistent, streamlined systemwide design, with integrated public art and sustainable landscaping as variable elements. This policy would take precedence over prior Metro policies regarding architectural design for Metro Rail and BRT station public areas.

**DISCUSSION**

**Background**

As the Metro system has expanded over the years, unique station architecture and design features have led to increased long term maintenance challenges with higher costs for the agency. As a result of these unique designs, ordering or stocking of special replacement materials or fabrication of custom features is costly and time intensive. This has also resulted in alterations that are not compatible with original design aesthetics of a particular station or line, and over time has led to the deterioration or loss of these unique designs and features, making some station public areas unsightly. In some cases, station public areas can become unsafe and universal access and efficient transit operations can be adversely affected.

In 2012, following a thorough review and evaluation of other leading state-of-the-art transit systems and international best practices for transit station design, and with an interdepartmental team, Metro developed the Systemwide Station Design using a modular system, or “kit-of-parts”. This kit-of-parts helps to ensure that stations are streamlined and adaptable for varying site conditions, allowing stations to be more cost-effective to design, construct, and maintain.

### The Systemwide Station Design Kit-of-Parts

Consisting of high quality, high performance architectural materials and elements, the kit-of-parts can be configured to respond to varying station site conditions, as well as the functional and capacity needs of individual stations. These standardized materials and elements generally consist of low-iron fritted glass panels, stainless steel railings and cladding, architectural grade concrete, and a limited number of factory finished surfaces.

Importantly, while the Systemwide Station Design allows Metro to create a consistent, recognizable architecture, it also provides dedicated areas for elements of variability at each station. Metro's award winning station art program, as well as sustainable landscaping tailored to the county's various microclimates, are elements of variability developed in consultation with and responsive to the surrounding community.

### Benefits of the Systemwide Station Design

Metro stations designed in compliance with the Systemwide Station Design Standards will be safer, smarter, cleaner and greener: safer for all riders and operators; intelligently laid out so that stations are easier to access and navigate; simpler and more cost-effective to clean and maintain; and more sustainable in terms of architectural materials, energy usage, and landscaping.

The benefits and advantages of the Systemwide Station Design include:

- Station entrances and public areas that are uncluttered, resulting in safer, more comfortable, and more open spaces;
- Station layouts coordinated with Metro Rail Operations and System Security to ensure visibility through and across stations for transit operators and security personnel;
- Intuitive station layouts to ensure station environments are easier for transit riders to recognize and navigate;
- Locations of station amenities and operational equipment that better accommodate the full range of passengers with various functional limitations as well as those who are highly functional;
- Streamlined integration of lighting, seating, operational equipment, wayfinding, customer information;
- Integration and prominent display of public art;
- A concise palette of durable, high quality materials integrated into station area designs that will be simpler to maintain and are more likely to remain attractive over time;
- Glass canopies and enclosures designed with green sustainable practices in mind to increase natural light access for station interiors and exterior station platforms;
- A modular "kit-of-parts", which will more easily adapt to various site constraints, facilitating the incorporation of new or changing elements and features required by federal, state or local statutes, transit design best practices, and Metro standards; and
- Improved maintainability

### Consistency vs. Flexibility

Lessons learned over nearly 30 years of rail design and construction underscore the need for a more consistent and ultimately sustainable approach to station design, construction and maintenance.

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That said, consistency does not translate into rigidity. The highly adaptable kit-of-parts, including station entrance plaza design, entrance structure orientation, as well as equipment and amenity configurations, allow for easier integration of adjacent development and first/last mile connections with the station site. As mentioned previously, the modules that make up the Systemwide Station Design kit-of-parts are flexible to accommodate visual connections to the identity and character of the surrounding communities, who are increasingly engaged in the design process. The kit-of-parts creates a framework with which Metro can engage stakeholders to ensure both the quality and safety of station design while being responsive to specific urban design goals and community character, in particular with the variable components of public art and landscaping.

Upon adoption of the policy, all future Metro station design contracts will require that station designs be consistent with the most current Systemwide Station Design Standards. Any accessory station building types not currently included in the Systemwide Station Design Standards are encouraged to use the Metro kit-of-parts materials wherever practicable, and follow similar architectural language as outlined in the current design standards. While not currently required, doing so will help ensure consistency in Metro station branding, improve durability of these facilities, and reduce design, construction and maintenance costs.

The policy also provides that local jurisdictions and other third parties may request, subject to Board approval, design modifications or enhancements to Metro's station design standards for individual stations, contingent on the requestor providing full funding. The policy stipulates that such design modifications and enhancements shall be subject to the provisions of Metro's Supplemental Modifications to Transit Projects Policy, and that third party funding shall cover all related additional design and construction costs, as well as additional operation and maintenance costs for these modifications or enhancements, as required by the Board.

#### Current Status of Implementation

The Systemwide Station Design Standards were vetted through internal coordination with Metro departments, and implementation of the Systemwide Station Design is well underway. Currently, Metro has 18 stations in either the design or construction phase that are largely compliant with the Systemwide Station Design Standards. The implementation process outlined in the Systemwide Station Design Policy will allow for continual improvement of these standards, through updates to the Metro Rail Design Criteria (MRDC), as appropriate.

#### Integration with Metro's Transit-Oriented Communities (TOC) Program

The adoption of the Systemwide Station Design Policy is part of a host of new and existing policies, programs and processes that together will make up Metro's TOC Program. Over the next six months, staff will work through the Measure M Policy Advisory Council (PAC) to develop a TOC Policy and more clearly define Metro's overall TOC Program. Among other objectives, the TOC Policy will provide direction on eligibility of Metro spending on both TOC activities as well as Local Return funds. The TOC Program will be part of the Long Range Transportation Plan (LRTP) process and will provide clarity on the policies, programs and processes that drive Metro's TOC work. Both of these documents will be brought to the Board for consideration and then adoption, in late winter 2017 and summer 2018. The Board can expect to see other portions of the TOC Program rollout prior to spring 2018, including actions to implement various components of the First/Last Mile Program. Going forward, all Board reports and recommendations that relate to the TOC Program will include

reference to such.

### **DETERMINATION OF SAFETY IMPACT**

An adopted Systemwide Station Design Standards Policy will help ensure that future Metro stations are safer for transit riders and employees. Stations following these standards will have uncluttered public areas with clear site lines making them safer, more accessible, spacious, and comfortable.

### **FINANCIAL IMPACT**

Adoption of the Systemwide Station Design Policy itself has no direct financial impact, as the Systemwide Station Design Standards are already part of the MRDC, Metro Bus Rapid Transit Design Criteria (MBRTDC) and related Architectural Standard/Directive Drawings, and new Metro stations under construction are already complying with most provisions of these standards.

Through implementation of this policy, Metro can expect economies of scale and reduced costs for station maintenance and replacement needs. Currently, unique architectural design and features in station public areas have led to ongoing maintenance challenges and costs. As a result, ordering or stocking of special replacement materials and fabrication of custom features is costly and time intensive. The Systemwide Station Design uses a modular kit-of-parts that is streamlined and adaptable, allowing stations to be more cost-effective to design, construct, and maintain.

### **ALTERNATIVES CONSIDERED**

The Board could elect to not adopt the new policy, and rely on the current Metro design standards to guide station design. This is not recommended because although Metro design requirements already include the Systemwide Station Design Standards, Metro often receives requests for customized station architectural styles. Adoption of the policy reinforces Metro's commitment to a consistent, integrated systemwide design approach and the creation of a safer, smarter, cleaner and greener transit system.

### **NEXT STEPS**

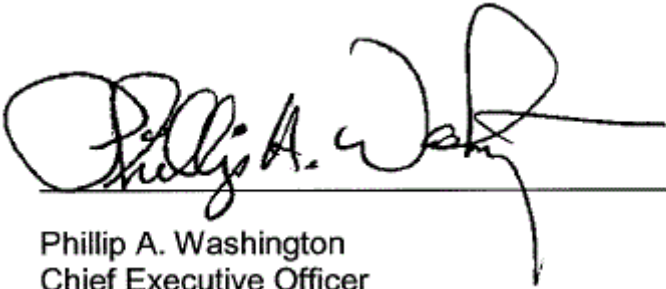
With Board approval, the policy will help ensure that all future Metro Rail and BRT stations, as well as renovations of existing stations where appropriate, are consistent with the Systemwide Station Design Standards as contained in the MRDC, MBRTDC and related Architectural Standard/Directive Drawings.

### **ATTACHMENTS**

Attachment A - Metro Systemwide Station Design Standards Policy

Prepared by: Rachelle Andrews, Principal Transportation Planner, (213) 922-3896  
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Phillip A. Washington  
Chief Executive Officer

## **METRO SYSTEMWIDE STATION DESIGN STANDARDS POLICY**

### **POLICY STATEMENT**

In order to continue building and maintaining a state-of-the-art transit system, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that all future Metro Rail and Bus Rapid Transit (BRT) station designs shall follow a consistent, integrated systemwide design approach, with integrated public art and sustainable landscaping as variable elements. This policy takes precedence over prior Metro policies regarding architectural design for Metro Rail and BRT station public areas.

Station designs shall be in compliance with Metro's Systemwide Station Design Standards, as set forth in the Metro Rail Design Criteria (MRDC), Metro BRT Design Criteria (MBRTDC) and related Architectural Standard/Directive Drawings, which may be amended from time to time. Accordingly, Metro will no longer develop unique architectural styles for future stations, unless specifically directed otherwise by the Metro Board of Directors.

### **PURPOSE**

Metro stations designed in substantial compliance with the Systemwide Station Design Standards will be safer, smarter, cleaner, and greener. The Systemwide Station design uses a modular "kit-of-parts" that is streamlined and adaptable, allowing stations to be more cost-effective to design, construct, operate, and maintain. Stations following these standards will have uncluttered public areas, making them safer, more accessible, spacious, and comfortable. Consistent architecture, signage, and intuitive wayfinding will make it easier for riders to recognize and navigate stations. The highly adaptable "kit-of-parts" allows for easier integration with adjacent development and first/last mile connections to the station site. Metro's award-winning public art program, as well as sustainable landscaping, will serve as elements of variability developed in consultation with, and responsive to the surrounding community.

### **APPLICATION**

This policy applies to all BRT, Light Rail, and Heavy Rail stations, and shall be adhered to by all Metro employees, consultants, contractors and vendors.

### **1.0 BACKGROUND**

Metro's objective is to provide for the continuous improvement of an efficient and effective transportation system for Los Angeles County. Achieving this mission requires designing, constructing and operating a dependable, safe, convenient, comfortable and state-of-the-art intermodal transportation system. Accordingly, station architecture and site design must be consistent with this mission.

As the Metro system has expanded over the years, unique architectural design and features in station public areas have led to a lack of visual unity and in many cases, have contributed to long term maintenance challenges with higher costs. As a result, ordering or stocking of special replacement materials, or fabrication of custom features is costly and time intensive, and can result in alterations that are not compatible with the original design aesthetic for a given transit line or individual station. Over time, the challenging maintenance issues lead to deterioration or loss of these unique designs and features. This can result in station conditions that are unsightly, and in some cases can become unsafe,

making stations difficult to access and navigate and sometimes creating obstacles to safe and efficient transit operations.

Changing federal, state and local government requirements (such as the Americans with Disabilities Act (ADA), transportation funding rules, and building codes), as well as those of Metro, have resulted in many existing Metro stations that do not meet current standards. Alterations to conform these stations to current standards can result in significant impacts to station functionality, as well as adversely impacting unique architectural finishes and features in station public areas.

In 2012, following a thorough review and evaluation of other leading state-of-the-art transit systems and international best practices for transit station design, Metro developed the Systemwide Station Design using a modular system, or “kit-of-parts”. This kit-of-parts consists of high quality, high performance architectural materials and elements that can be configured to respond to varying station site conditions, as well as the functional and capacity needs of individual stations. These standardized materials and elements generally consist of low-iron fritted glass panels, stainless steel railings and cladding, architectural grade concrete finishes, and a limited number of factory finished surfaces.

The Systemwide Station Design also provides for integrated public art and sustainable landscaping, as elements of variability developed in consultation with, and responsive to the surrounding community.

Metro’s Systemwide Station Design layouts provide for open plaza, concourse and platform designs, with streamlined integration of lighting, operational equipment, wayfinding, and customer information, as well as prominent display of integrated public art. Benefits and advantages of the Systemwide Station Design include, but are not limited to the following:

- Station entrances and public areas that are safer, more comfortable, and will feel more open and spacious;
- Intuitive station layouts to ensure station environments are easier for transit riders to recognize and navigate;
- Location of station amenities and operational equipment that better accommodate the full range of passengers with various functional limitations as well as those who are highly functional;
- Station layouts coordinated with Metro Operations, Safety, and Security Departments to ensure visibility through and across stations;
- A concise palette of durable, high quality materials integrated into station area designs that will be simpler to maintain and are more likely to remain attractive over time;
- Glass canopies and enclosures designed with green sustainable practices in mind to increase natural light access for station interiors and exterior station platforms;
- A modular “kit-of-parts” which will more easily adapt to various site constraints facilitating the incorporation of new or changing elements and features required by federal, state or local statutes, transit design best practices and Metro standards;
- A highly adaptable “kit-of-parts” allows for easier integration with adjacent development and first/last mile connections to the station site; and
- Improved maintainability.

The Systemwide Station Design Standards were vetted through internal coordination with Metro departments and implementation of the Systemwide Station Design began with the Regional Connector,

Crenshaw/LAX Line, and Purple Line Extension projects, which are largely compliant with the Systemwide Station Design Standards. The implementation process will allow for continual improvement of these standards, through updates to the MRDC and MBRTDC, as appropriate.

## **2.0 PROCEDURES**

### **2.1. Contracts for New Metro Stations**

Effective as of the date of this policy, all future Metro station design contracts shall require that station designs be consistent with the Systemwide Station Design Standards as contained in the most current MRDC, MBRTDC, and related Architectural Standard/Directive Drawings at the contract award date.

Deviations from certain provisions of this standard, such as station site layouts or equipment types, may be allowed to address unique site constraints, new technology, or specific station needs, but only after a thorough review process and with concurrence among affected Metro departments.

Station designs shall remain consistent with the most current Systemwide Station Design Standards throughout the preliminary design phases, including Preliminary Engineering, BAFO, and contract award. Any station vertical building types not covered specifically within the MRDC, MBRTDC and related Architectural Standard/Directive Drawings are encouraged to use the Metro Kit-of-Parts materials, and follow similar architectural language as outlined in the current design standards, however, these facilities are not required to follow the Systemwide Station Design.

Notwithstanding the preceding provisions of this section 2.1, the Board may at its discretion provide specific direction to Metro staff that certain new stations, such as major regional transfer hubs, have a unique architectural style or language, instead of strictly following the Systemwide Station Design Standards.

Local jurisdictions and other third parties may request, subject to Board approval, design modifications or enhancements to Metro's station design standards for individual stations, contingent on the requestor providing full funding. Such design modifications and enhancements shall be subject to the provisions of Metro's Supplemental Modifications to Transit Projects Policy. Third party funding shall cover all related additional design and construction costs, as well as additional operation and maintenance costs in perpetuity for these modifications or enhancements, as required by the Board.

### **2.2 Station Retrofit Contracts**

Design contracts for retrofit projects that update, enhance or otherwise impact the public areas of existing stations shall require that designs comply wherever feasible with the MRDC, MBRTDC and related Architectural Standard/Directive Drawings. All attempts will be made to ensure that new materials incorporated into the design shall meet current standards, and be consistent with the Metro Kit-of-Parts family of standardized systemwide materials and finishes. As the public areas of existing stations within the Metro system vary greatly, a systematic design approach shall be taken during the design and construction process of each retrofit project. Strict application of the Systemwide Station Design Standards materials and/or layout may not be appropriate in all cases, as a number of existing stations and rail lines have a unique or specific architectural design language. When replacement of existing materials, finishes, or features, or introduction of new equipment is required, ad-hoc alterations in station public areas shall be avoided. Instead, through coordination with Capital Project Engineering,



Countywide Planning and Development, and Operations, impacts of such alterations on station public areas shall be considered holistically, and integrated into the station environment in a streamlined and aesthetically appropriate manner. In particular, and wherever feasible, addition of equipment within or visible from station public areas shall be integrated into station walls or other enclosures that match the Metro Kit-of-Parts architectural finishes (or that are appropriate for the finishes and features of existing stations with unique architecture) to ensure that alterations are in keeping with the streamlined approach of the Systemwide Station Design Standards. Art & Design shall be included in the review process to ensure impacts to pre-existing artworks are avoided or minimized.

### **2.3. Updates to MRDC and Standard/Directive Drawings**

The Systemwide Station Design Standards provide a consistent basis for Metro transit station architectural design, and shall be kept up to date with current building, accessibility, fire and life safety codes and other statutory requirements as they change. Additional updates may be appropriate as innovative new practices are developed and implemented at stations, to improve the usability and functionality of stations. Any revisions or amendments to the MRDC, MBRTDC and related Architectural Standard/Directive drawings as they relate to the Systemwide Station Design Standards or affect station public areas must go through the Systemwide Baseline Change Notice (SBCN) process. Once adopted, new or revised standards shall be circulated as appropriate to design and engineering teams for all ongoing new station and existing station retrofit projects.

## **3.0 DEFINITION OF TERMS<sup>1</sup>**

**Architectural Directive Drawings** – Set of technical drawing sheets defining and illustrating the specific design details of Metro stations, including light and heavy rail stations. Standard technical detailed drawings must be followed. Actual station design elements contained in these drawings may vary depending on specific site requirements.

**Architectural Standard Drawings** – Set of technical drawing sheets defining Metro’s standard design details of Metro stations, including light and heavy rail stations. Standard technical detailed drawings must be followed.

**Contract Change Notice (CN)** – Official document issued by Metro to a contractor that authorizes a change or addition to contract requirements, in regard to a specific design as outlined in the MRDC, and/or Architectural Standard/Directive Drawings. Changes are issued to ensure contracts meet up-to-date requirements.

**Elements of Variability** – Defined areas and features within Metro transit stations and station sites that provide unique designs within specified parameters. In the case of the Systemwide Station Design Standards, the elements of variability are primarily public art and landscaping.

**Metro Kit-of-Parts** – Collection of integrated modular elements, features, materials and finishes provided in the Systemwide Station Design Standards, which can be configured in a variety of ways to respond to station type, unique site conditions, expected customer volumes, and other variables.

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<sup>1</sup> Definitions in this section are for the purpose of providing clarity for this policy document, do not supersede definitions in the Metro Rail Design Criteria and Metro Bus Rapid Transit Design Criteria, and do not set new requirements as part of this policy.

**Metro Bus Rapid Transit Design Criteria (MBRTDC)** – Metro’s formal written design standards for bus rapid transit (BRT) stations, which provide a consistent basis for the design of Metro BRT projects.

**Metro Rail Design Criteria (MRDC)** – Metro’s formal written design standards for transit stations, which provide a consistent basis for the design of Metro Rail Transit Projects, including both Heavy Rail Transit (HRT) and Light Rail Transit (LRT).

**Systemwide Station Design** – Metro’s established architectural design concept and material palette for rail and BRT transit stations.

**Systemwide Station Design Standards** – Metro’s established criteria, layouts, materials, features and details contained in the MRDC and Architectural Standard/Directive Drawings that specify how Metro stations are to be designed or retrofitted in keeping with the Systemwide Station Design. These standards must also be refined from time to time to respond to statutory requirements, industry best practices, and the needs of the Metro system.

**Systemwide Baseline Change Notice (SBCN)** – Revisions made to the MRDC and/or Architectural Standard/Directive Drawings to ensure Metro’s design requirements meet current state and federal requirements, and integrate innovative technology. SBCNs require justification and approval signatures from necessary Metro departments before adoption.

#### **4.0 RESPONSIBILITIES RELATED TO IMPLEMENTATION OF SYSTEMWIDE STATION DESIGN STANDARDS**

**Systemwide Design, Countywide Planning and Development** reviews station design submittals to ensure compliance where applicable with Systemwide Station Design Standards as contained in the most up-to-date versions of the MRDC, MBRTDC and related Architectural Standard/Directive Drawings, and assists in coordinating design comments from other Countywide Planning and Development departments. Initiates and coordinates updates and revisions to the Systemwide Station Design Standards with Engineering, Operations, Safety, and Security.

**Engineering** coordinates regularly with internal Metro staff to make updates as required to the Systemwide Station Design Standards as contained in the MRDC, MBRTDC and related Architectural Standard/Directive Drawings. Circulates draft revisions to ensure updates are approved by all required Metro departments, and adopted by project contract teams.

**Transit Project Delivery** ensures station construction projects are designed and constructed in conformance with the Systemwide Station Design Standards as contained in the MRDC, MBRTDC and related Architectural Standard/Directive Drawings, while maintaining cost effectiveness and an on-time delivery. Coordinates with internal Metro departments to circulate station design submittals for review and comment, to ensure projects meet Metro’s requirements.

**Operations** ensures new station designs and modifications to existing stations meet operational and maintenance requirements. With respect to this role, Operations reviews and provides input on proposed updates to the Systemwide Station Design Standards.

**Art & Design** manages integration of site specific station artworks, and rotating exhibitions that engage communities, create a sense of place, and improve the transit customer experience. The department also advises on a range of design elements and establishes integrated environmental graphic design standards to assist customer navigation and wayfinding. Art & Design reviews and provides input on proposed updates to the Systemwide Station Design Standards and to proposed retrofits to the system.

**Safety & Security** provides station design teams with critical safety requirements, security information, best practices, and regulatory guidance information to maintain a safe environment within station public areas. Reviews and provides input on proposed updates to the Systemwide Station Design Standards, and coordinates any issues with the Systemwide Design team, Engineering, and Operations.

**Office of Civil Rights** ensures federal, state and local accessibility requirements for station public areas are being met, and additional accommodations are established within the Metro system to accommodate the full spectrum of passengers with various functional limitations, including mobility, visual, cognitive or similar impairments and limited language proficiency. Reviews and provides input on proposed updates to the Systemwide Station Design Standards, and coordinates any issues with the Systemwide Design team, Engineering, and Operations.

**Office of Extraordinary Innovation** coordinates with Metro departments to develop innovative methods, and new technology to increase the usability and maintainability of stations, including the implementation and updating of the Systemwide Station Design Standards.

## **5.0 PROCEDURE HISTORY**

- 1992 Board adopts Rail Station Design Policies
- 2001 Board adopts Bus Rapid Transit Design Standards
- 2005 Baseline Metro Rail Design Criteria (MRDC) updated for light rail implementation, further refining design standards to incorporate maintenance, operations and regulatory requirements
- 2010 Baseline MRDC updated for systemwide implementation, further refining design standards to incorporate maintenance, operations and regulatory requirements
- 2012 Systemwide Station Design Standards are developed and incorporated into updated MRDC and Architectural Standard/Directive Drawings to unify systemwide identity, integrate new fare equipment, regulatory requirements and updated systemwide signage standards, and to improve maintainability.

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# Metro Systemwide Station Design Standards Policy



**Metro**

Planning and Programming Committee

January 17, 2018

# Design Standards Development

- Systemwide Station Design “kit-of-parts” developed in 2012
- Project goals:
  - improve legibility and maintainability
  - raise the bar on station design
- Design Standards developed with Metro inter-departmental coordination
- 18 new stations under construction or design apply kit-of-parts design elements and materials

# Design Principles for New Stations

## Safe

Open lines of sight for passengers and customers

## Smart

Contemporary design that is easy to identify, access and navigate

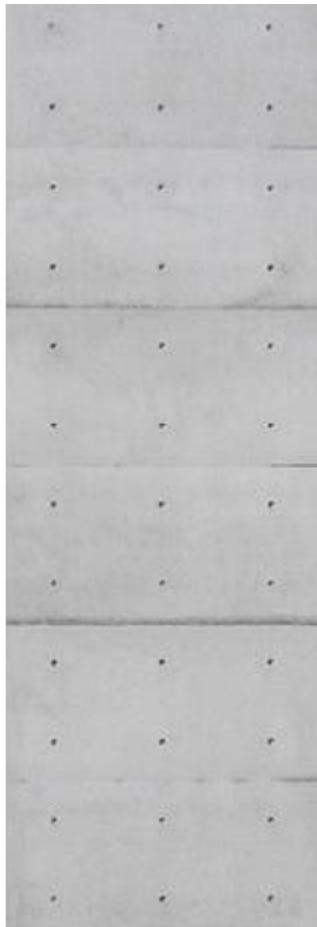
## Clean

High Performance Materials

## Green

Sustainable building materials and landscaping

# Materials



*CONCRETE*

*STAINLESS STEEL*

*GLASS*



# Portal Entrance - Systemwide Station Design





# Wilshire/Western Prototype Canopy



# Crenshaw/LAX



Downtown Inglewood Station

# Purple Line Extension





# Regional Connector



1<sup>st</sup>/Central Station

# Design Variances from Kit-of-Parts

- Local jurisdictions and other third parties may request design modifications or enhancements for individual stations.
- Requests for design modifications and enhancements are subject to Board Approval and Metro's Supplemental Modifications and Betterments Policy.
- Requestors shall cover related additional design, construction, operation and maintenance costs, as required by Board.



Thank you.



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**Board Report**

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**File #:** 2017-0836, **File Type:** Program**Agenda Number:** 21.

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**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 17, 2018****SUBJECT: CLAREMONT METROLINK STATION STUDY REPORT****ACTION: RECEIVE AND FILE****RECOMMENDATION**

RECEIVE AND FILE final report on the Claremont Metrolink Station Study with staff recommendations to keep the Claremont Metrolink Station open and proceed with a staff-level task force to provide recommendations on how Metrolink and Gold Line Phase 2B and other transit services will complement each other to provide greater transit services to the surrounding communities along the shared rail corridor.

**ISSUE**

On September 28, 2017, Directors Solis, Barger, Fasana, and Najarian directed the Chief Executive Officer to evaluate the benefits and/or impacts related to removing the Claremont Metrolink Station (see Attachment A - Metro Board Motion 21.1). Metro staff worked closely with representatives from the Foothill Gold Line Construction Authority, Southern California Regional Rail Authority (SCRRA), and City of Claremont to complete the Claremont Station study as directed by the Board. The findings of the study are herein presented.

**DISCUSSION****Background**

The Claremont Metrolink Station is located 1.2 miles west of the Montclair station and 2.1 miles east of the Pomona North station along the Metrolink San Bernardino Line that operates between downtown San Bernardino and Los Angeles Union Station. The Foothill Gold Line Phase 2B extension to Montclair project (Gold Line project) that broke ground on December 6, 2017 will share the railroad right-of-way with Metrolink tracks for approximately 3.78 miles starting from (half a mile west of) the Metrolink Pomona North station to the Claremont station and end in Montclair station. The Gold Line project plans to co-locate the Gold Line stations with Metrolink stations in Pomona, Claremont and Montclair. The Foothill Gold Line Construction Authority final Environmental Impact Report (EIR) included relocating the existing Metrolink Claremont station to 0.9 miles from the Montclair Metrolink station and 2.3 miles from the Pomona North station.

**Findings**

The findings of the study are a compilation of information gathered from a close collaborative working

group comprising of the Foothill Gold Line Construction Authority, SCRRA, City of Claremont and Metro. This study is limited to only the items listed in the Board Motion. In order to specifically address the items outline in the Metro Board Motion 21.1, these findings are organized into 11 tasks as listed below.

**Task 1: Current and projected ridership at the Metrolink Claremont station under existing conditions (without Gold Line Phase 2B)**

Ridership at the Metrolink Claremont station is 406 on an average weekday. Ridership at the station has been fairly stable over the past six years (see table 1 below). SCRRA projects 482 average weekday riders by 2025 and the Foothill Gold Line Construction Authority forecasts 1,361 average weekday Metrolink boardings by 2035.

Table 1: Average Weekday Boardings

	FY12	FY13	FY14	FY15	FY16	FY17	FY25*
<b>Claremont Station</b>	415	402	394	400	397	406	482
<b>* 2025 projection from Metrolink Strategic Plan</b>							

Source: SCRRA

Seventy percent (285) of riders drive to or leave the station by car; 25% (103) walk or bike to or from the station; and 5% (19) arrive at or leave the station by bus or other means. It is important to note that the Metrolink Claremont station has a higher percentage of riders walking and biking (25%) to or from the station compared to the Pomona North (15%) and Montclair (4%) stations. This could be due to the Metrolink Claremont station’s proximity to major Claremont destinations such as the Village, Claremont Colleges, and other transit-oriented developments near the station.

Ridership Profile

SCRRA 2015 on-board survey shows that 68% of the 406 average weekday riders (278) mostly leave Claremont to Los Angeles or other destinations for work or school, whereas 32% of riders (128) arrive in Claremont mostly for work or school. Of the 406 average weekday riders, 61% (249) are adults, 12% (48) are senior/disabled, 18% (75) are students, and the remaining 8% (31) are youth.

**Task 2: Impacts to Metrolink operations and travel times with the elimination of the Metrolink station**

Only early morning Metrolink trains and last two night trains that do not need to wait for passing trains could save approximately 2-3 minutes of travel time with the elimination of the Metrolink Claremont Station. Approximately 70% of the San Bernardino Line is single-track, and therefore trains traveling in opposite directions can only pass each other at the double-track sections which accounts for only 30% of the entire line. Due to the constraints posed by the single-track sections outside of Claremont, Metrolink trains have to wait at double-tracks or sidings for a passing train for at least 10 minutes. The spacing between double-track sections dictates whether a travel time reduction can be incorporated into the schedule. In this case, travel time reduction needs to be greater than 10 minutes to realize travel time savings. The majority of the 38 trains that run on the San Bernardino Line every weekday would not see any travel time savings.

**Task 3: Analysis of changes to gate operations at all crossings in Claremont if the Metrolink**



**station is eliminated**

There are four at-grade rail crossings in Claremont: Cambridge Avenue, Indian Hill Boulevard, College Avenue, and Claremont Boulevard. The Claremont Metrolink station is currently located between Indian Hill Boulevard and College Avenue whereas the relocated Metrolink station would be located between College Avenue and Claremont Boulevard. Gate down time was analyzed for the Indian Hill Boulevard, College Avenue, and Claremont Boulevard crossings under existing conditions and two future condition scenarios: Gold Line with and without Metrolink Station (see table 2 below). Cambridge Avenue is over half a mile west from the Claremont station and the current gate down time is not affected by the existing station; therefore, future gate down time would also not be impacted by the station relocation or elimination.

Table 2 shows that gate down time could be reduced by 3-6 minutes in the future if the Metrolink station is eliminated. In addition, table 2 also indicates that gate down time will be significantly higher when the Gold Line is in operation at Claremont and College crossings compared to existing conditions due to the frequency of the Gold Line service during the peak hour. Indian Hill Boulevard, which is proposed to be grade-separated for the light rail tracks, could see a 4 minute reduction in gate down time compared to existing condition.

Table 2: Gate down time in Minutes per Peak Hour\*

Railroad Grade Crossings	Existing Condition	Future Condition Gold Line with Relocated Metrolink Station	Future Condition Gold Line with Metrolink Station Eliminated
	Indian Hill Boulevard	9 minutes	11 minutes
College Avenue	9 minutes	30 minutes	27 minutes
Claremont Boulevard	11 minutes	35 minutes	30 minutes
Number of trains during peak hour	4 Metrolink trains	6 Metrolink trains 24 Gold Line trains	6 Metrolink trains 24 Gold Line trains

\* Gate down times are estimates and could change with final design and project implementation; peak hour is from 6 AM to 7 AM and from 5 PM to 6 PM  
Sources: SCRRA and Foothill Gold Line Construction Authority

**Task 4: Analysis of when Metrolink service would be discontinued in Claremont during Gold Line construction, and length of time during which no rail transit options would be available in Claremont**

According to the Foothill Gold Line Construction Authority, if the decision is made to eliminate the Metrolink Claremont Station, Metrolink service to the Claremont station would be discontinued as early as the end of 2021 and there would be no rail service in Claremont for approximately five years until the opening of Gold Line Phase 2B in 2027. However, if the Metrolink Claremont station is relocated as currently planned, construction of the new station could be completed before the existing station is demolished and therefore there would be minimal disruption to the existing Metrolink service.

**Task 5: Cost savings associated with the construction of the Gold Line Phase 2B**

If the decision is made to remove the Metrolink Claremont station, the Foothill Gold Line Construction Authority estimated a savings of approximately more than \$40 million in costs with five months of the construction schedule. The estimated savings do not include potential savings associated with parking facility. If the Metrolink station is relocated, the Authority would have to build parking to accommodate both Metrolink riders and Gold Line riders.

**Task 6: Impacts and potential mitigations to Metrolink riders that currently board at the Claremont station**

Staff identified potential impacts of the Claremont Metrolink station elimination to riders during and after construction of the Gold Line Phase 2B extension project.

During Construction

During construction of the Gold Line, there would be approximately 5 years of no rail service in Claremont as described under Task 4. Riders could board the Metrolink San Bernardino Line at the Montclair station (1.2 miles to the east) or the Pomona North station (2.3 miles to the west). As a potential measure to address this impact, the Foothill Gold Line Construction Authority has committed to provide a free courtesy shuttle during construction to facilitate the transfer from Claremont to the Montclair or Pomona North stations. The free shuttle could cost the Foothill Gold Line Construction Authority approximately \$400,000/year for 5 years for a total of \$2 million.

The Metrolink passengers at Claremont will have the option of going to the Montclair station and pay \$1 additional Metrolink fare for a regular roundtrip to Union Station compared to fares from the Claremont station. In addition, travel time could be increased by an estimated 9 to 11 minutes to board at the Montclair station depending on access mode of shuttle, car, or bicycle. Furthermore, some of the 102 riders who currently access the Claremont station by walking or biking may lose that option due to the additional distance to Montclair and or Pomona North station. Thus, eliminating the Metrolink Claremont station could change the mode of access for riders and increase net vehicle miles, travel time, and cost to Metrolink passengers. In addition, there are intangible impacts to Metrolink passengers at Claremont that are beyond the scope of the study that cannot be quantified and/or addressed.

After Construction

After construction of the Gold Line, riders would be able to ride the Gold Line to Union Station or transfer to Metrolink at the Pomona or Montclair Gold Line stations. Table 3 shows a comparison of post-construction conditions under existing conditions and future conditions with the Gold Line. However, riders who utilize the Metrolink Claremont Station to connect to destinations other than Union Station could connect to the Montclair and Pomona North stations by bus, car, or bicycle. The free courtesy shuttle between Claremont and Montclair and/or Pomona would only be provided during the 5 year period of the construction of the Gold Line Phase 2B extension project.

Table 3: Post Construction Conditions

Claremont Rail Service Comparisons		
	Metrolink Existing Conditions	Metro Gold Line Post-Construction Conditions
Service Frequency	Every 20–30 minutes (peak hours) Every 60–90 minutes (off-peak hours)	Every 6 minutes (peak hours) Every 12 minutes (off-peak hours)
Fares Claremont to Union Station	\$9.25 per trip \$18.50 roundtrip	\$1.75 per trip \$3.50 roundtrip
Parking	Free	\$3 per day
Travel Time Claremont to Union Station	55 minutes	67 minutes
Amenities	Bicycle storage Restrooms Quiet car option Food and drinks allowed Seats with tables	Bicycle storage

Source: Metro

**Task 7: Impacts and potential mitigations to the City of Claremont if it becomes the Gold Line terminus with and without a Metrolink Station scenario**

In response to the Board motion, Metro staff worked with the City of Claremont staff to identify the following impacts and measures to address impacts should the City of Claremont become a Gold Line terminus with and without a Metrolink station. The City identified impacts to tourism and commerce, traffic, parking, train crossings, and rail transit options should Claremont become the Gold Line terminus. In addition, City staff noted that having the Gold Line and Metrolink stations in Claremont would allow transfers between the two systems which would not be possible if Metrolink is eliminated.

See Attachment B for the list of impacts and measures to the City of Claremont if it becomes a Gold Line Terminus with and without a Metrolink station.

Per the Foothill Gold Line Construction Authority’s statute, the Foothill Gold Line Phase 2B is being planned and engineered to become one complete 12.3-mile, six-station segment from the APU/Citrus College Station in Azusa to the Montclair Transit Center. The project was environmentally cleared as one project, and the procurement documents for the design-build contract being finalized include all elements of the project to Montclair. After San Bernardino County expressed concerns that they may not have the full funding needed to extend the line into San Bernardino County in time to meet the Construction Authority’s schedule, the Construction Authority environmentally cleared the option of having the Claremont Station be a temporary terminus of the line. However, the Construction Authority has found a way to allow San Bernardino County approximately three years from today (two

years following the Notice to Proceed for the design-build contract) to make all necessary arrangements, including commitment of the full funding, and still be built as part of the current design-build contract. San Bernardino County has already identified and committed more than half of the funds needed. The Construction Authority is optimistic that the extra time being provided will allow the segment from Glendora to Montclair to be built as one project.

**Task 8: Total parking spaces and current parking utilization rate at the co-located Metrolink and proposed Gold Line stations (Pomona North, Claremont and Montclair stations)**

Parking utilization rates at the Pomona North, Claremont, and Montclair stations are shown in Table 4. Parking at Claremont is at 68% utilization, Pomona is at 93%, and Montclair is at 63% utilization. This suggests that if the Claremont station is eliminated, riders who drive to the Pomona North station may have difficulty finding parking whereas there is ample parking available at the Montclair station.

Table 4: Average Number of Parking Spaces Occupied

Station	Parking Spaces Available	FY13	FY14	FY15	FY16	FY17
Pomona North	300	300	300	300	279	279
		100%	100%	100%	93%	93%
Claremont	440	383	374	268	299	299
		87%	85%	61%	68%	68%
Montclair	1836	1028	1065	1083	1157	1157
		56%	58%	59%	63%	63%

Source: SCRRA

Metro’s Gold Line Phase 2B Parking Demand Model was used to forecast opening day parking utilization for the Claremont Gold Line station under four scenarios based on a \$3/day fee (see table 5). The parking demand model showed that the highest demand for parking would occur if the Claremont Gold Line station is a terminus (i.e. does not go into Montclair) with a Metrolink station.

Table 5: Opening Day Parking Demand

Claremont Station Parking Demand Scenarios	Parking Demand
Base Scenario: Claremont is a mid-point suburban station with a Metrolink station	539
Alternative Scenario 1: Claremont is a mid-point suburban station without a Metrolink station	461
Alternative Scenario 2: Claremont is a terminus station with a Metrolink station	831
Alternative Scenarios 3: Claremont is a terminus station without a Metrolink station	763

Source: Metro Gold Line Phase 2B Parking Demand Model

**Task 9: Determine the formal process by which to eliminate a Metrolink station, should that**

### **local station city agree**

Currently, there is no formal process to eliminate a Metrolink Station. If the Metro Board decides to eliminate the Claremont station, an update to the Foothill Gold Line Final EIR would be required. The City of Claremont is not supportive of eliminating the Metrolink station as evidenced by the December 12 City Council Resolution passed in support of the Metrolink Claremont Station (see Attachment C - Claremont City Council Resolution).

### **Task 10: Include City of Claremont staff in the project team during all phases of the study**

Metro staff has worked closely and collaboratively with the City of Claremont staff throughout the development of the study. Several coordination meetings were held and the City of Claremont's input has been incorporated in the study particularly for Task 7 - Impacts to the City of Claremont if it becomes a terminus with and without a Metrolink Station scenario.

### **Task 11: City of Claremont Town Hall Summary**

Task 11 directed staff to report back to the Board with a final report, findings and recommendations after presenting the draft to the City of Claremont. Metro staff in coordination with the Foothill Gold Line Construction Authority, SCRRA, and City of Claremont presented the preliminary results of the study at a City of Claremont hosted Town Hall meeting on December 11, 2017. The meeting was attended by approximately 360 residents and riders who use the Metrolink Claremont Station.

The Mayor of Claremont hosted and facilitated the meeting and staff representatives from Foothill Gold Line Construction Authority, Metrolink, Metro, and the City of Claremont served as panelists and presenters of the preliminary findings from this study. Metro Board Director Solis and Metro Board Director Fasana were also in attendance and provided remarks.

Claremont's City Council members and representatives of their Traffic and Architectural Commissions, past City Council Members, City staff, leadership from the Claremont Chamber of Commerce, elderly residents, regular commuters, disabled transit riders, environmentalists, students, college professors, longtime residents, business owners, all spoke in favor of keeping their Metrolink Station in Claremont.

As of December 21, 2017, over 400 total comments were received. With the exception of two public comments, all public comments expressed strong support for keeping the Metrolink Station in the City of Claremont and expressed strong opposition to the potential removal of the Claremont Station. Most comments included several reasons for keeping the station and impact of potential station elimination (See Attachment D - Summary of Public Comments). Nearly all public comments expressed strong support for having both Gold Line and Metrolink stations in the City of Claremont. The majority of comments explained the different yet complementary purpose of having both of the station in their town. The majority of the potential impacts and expressed concerns related to station elimination identified in the public comments cannot be measured or fully addressed in this study.

### **Recommendation**

Based on the findings of the study and the enormous community support expressed for the Metrolink Claremont Station, staff recommends that the Metrolink Claremont station remains open. Further, staff concurs with relocating the Metrolink Station within the City of Claremont as stipulated in the Foothill Gold Line Extension Final EIR.

**FINANCIAL IMPACT**

There is no financial impact. The Gold Line Phase 2B project includes the cost of the relocation of the Metrolink Claremont station.

**ALTERNATIVES CONSIDERED**

The alternative would be for the Board not to receive this report. This is not recommended as the study was requested by the Board.

**NEXT STEPS**

Staff will form a staff-level task force to proactively develop a toolbox of strategies that would make the Metrolink and future Gold Line services complementary with each other to provide greater transit services to the surrounding communities along the shared rail corridor. The task force will include representatives from the San Gabriel Valley Council of Governments (SGVCOG), cities of Pomona and Claremont, Metro, SCRRA, Foothill Transit, and Foothill Gold Line Construction Authority. Staff will provide updates of the task force efforts to the Board via the Regional Rail quarterly report.

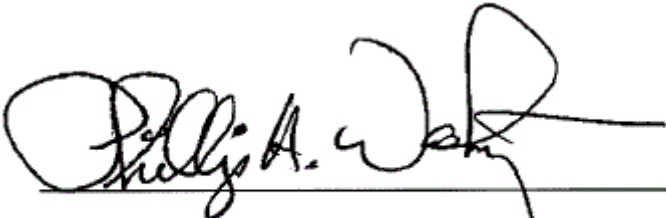
**ATTACHMENTS**

- Attachment A - Metro Board Motion 21.1
- Attachment B - Impacts and Measures to the City of Claremont if it becomes a Gold Line Terminus with and without a Metrolink Station
- Attachment C - Claremont City Council Resolution in support of the Claremont Metrolink Station
- Attachment D - Summary of Public Comments

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Phillip A. Washington  
Chief Executive Officer

## Metro

Los Angeles County  
Metropolitan Transportation  
Authority  
One Gateway Plaza  
3rd Floor Board Room  
Los Angeles, CA



## Board Report

File #:2017-0649, File Type:Motion / Motion  
Response

Agenda Number:21.1

**REGULAR BOARD MEETING  
SEPTEMBER 28, 2017**

Motion by:

**SOLIS, BARGER, FASANA AND NAJARIAN**

September 28, 2017

**Relating to Item 21, File ID 2017-0525  
Claremont Gold Line & Metrolink Shared Station**

The Foothill Gold Line and the Metrolink San Bernardino Line include three co-located Metrolink and Gold Line Stations - North Pomona, Claremont and Montclair - within a couple miles of each other. Construction of the Gold Line requires demolition of the existing Claremont Metrolink station and rebuilding a new one, which then presents the option of forgoing the Claremont Metrolink station altogether. This option offers a shorter commute time on the Metrolink San Bernardino Line while the Gold Line provides more frequent light rail service and would reduce construction costs for the Gold Line extension.

A decision to maintain or remove the Metrolink station in the City of Claremont is critically urgent to avoid delays and cost overruns associated with construction of the Foothill Gold Line Phase 2B extension to Claremont / Montclair.

**SUBJECT: MOTION BY SOLIS, BARGER, FASANA AND NAJARIAN  
SAN BERNARDINO LINE STRATEGIC STUDY**

**WE THEREFORE MOVE** that the Board direct the CEO and the Regional Rail Unit to:

- A. Adjust the scope of the proposed San Bernardino Line Strategic Study to evaluate the benefits and/or impacts related to removing the Metrolink Claremont Station. At a minimum, the study shall provide a comprehensive understanding of the following:
1. Current and projected ridership growth under existing conditions;
  2. Total parking spaces and current parking utilization rate at all co-located stations;
  3. Impacts and potential mitigations to Metrolink riders that currently board at the Claremont station;

4. Impacts to Metrolink operations and travel times;
  5. Cost savings associated with the construction of the Gold Line Phase 2B;
  6. Impacts and potential mitigations to the City of Claremont if it becomes the Gold Line terminus with and without a Metrolink Station scenario.
  7. Analysis of when Metrolink service would be discontinued in Claremont during Gold Line construction, and length of time during which no rail transit options would be available in Claremont.
  8. Analysis of changes to gate operations at all crossings in Claremont if the Metrolink station is eliminated.
- B. Include City of Claremont staff in the project team during all phases of the study.
- C. Determine the formal process by which to eliminate a Metrolink station, should that local station city agree;
- D. Report back to the board within 60 days with a final report, findings and recommendations after presenting the draft to the City of Claremont.



**ATTACHMENT B – IMPACTS AND MEASURES TO THE CITY OF CLAREMONT**

**IMPACTS AND MEASURES TO CITY OF CLAREMONT IF IT IS A GOLD LINE TERMINUS WITHOUT A METROLINK STATION**

<b>IMPACT</b>	<b>POSSIBLE MEASURES</b>
Shorter construction period for the Gold Line but lack of commuter rail transit service and potential Diesel Multiple Unit (DMU) service in Claremont	Improve bus connections from Claremont to Pomona or Montclair Metrolink stations
Increase in commute time for Claremont residents	Provide Metrolink Ticket Vending Machines at Claremont to facilitate transfers to Metrolink stations
Confusion and lack of connection for someone who gets to the end of the Gold Line but cannot transfer to Metrolink	Provide way finding directing commuters to the Montclair and Pomona stations
The Claremont Blvd. crossing improvements will likely not be constructed so safety will not be enhanced at this crossing. The gate equipment will also will not be replaced and may not function as well as the new gate equipment at the other crossings	Design gate operations to minimize gate down time
Neighborhood impacts due to additional vehicle traffic especially from the east to board the Gold Line	Connect First Street to Monte Vista Avenue to focus additional trips from the east to First Street and reconfiguration of First Street and Claremont Blvd to enhance vehicle flow
Need for a larger parking structure than if not the terminus and increase in the overflow of parking to city streets based on an increase in ridership and Metro's paid parking plan	Implement parking management strategies
City has designed Transit Oriented Developments based on two rail transit options in Claremont	
Approx. \$3000/year savings to the City if it no longer maintains the Metrolink station	None – positive impact
Less emissions from Metrolink locomotives because trains will travel through the Station instead of stopping and idling	None – positive impact
Less traffic on streets around the Metrolink station	None – positive impact
Smaller parking structure for a Gold Line only station compared to having a Gold Line and Metrolink station	None – positive impact

**NOTE: NOT ALL IMPACTS CAN BE FULLY ADDRESSED**

**RESOLUTION NO. 2017-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, IN SUPPORT OF THE CLAREMONT METROLINK STATION**

**WHEREAS**, transit options are a vital and integral service provided to and utilized by many Claremont residents and visitors; and

**WHEREAS**, the City of Claremont has strategically planned Transit Oriented Development projects to aid commuters that travel on the current Metrolink transit system and those who will travel on the Gold Line in the future; and

**WHEREAS**, voters in Claremont who voted in favor of Measure M voted with the understanding that both Metrolink and Gold Line systems and stops would be established in Claremont; and

**WHEREAS**, Claremont residents rely on the Metrolink station to commute to and from places of employment throughout Los Angeles County; and

**WHEREAS**, Claremont is a destination for visitors and the Metrolink station is an essential stop for passengers wishing to travel to the downtown area;

**NOW, THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:**

**Section 1.** The Claremont City Council is committed to the transit goals of the City as stated in several City documents.

**Section 2.** The Claremont City Council commits to safeguarding any and all transit options available to the community.

**Section 3.** The Claremont City Council is in support of maintaining a Metrolink station and stop in the City of Claremont.


**Section 4.** The Claremont City Council shall direct staff to send a copy of this Resolution to the Los Angeles Metro Board, Gold Line Construction Authority Board, Metrolink Executives, the Los Angeles County Board of Supervisors, Los Angeles Mayor Eric Garcetti, and State and Federal representatives.

**Section 5.** The Mayor shall sign and the City Clerk shall attest to the passage of this Resolution.

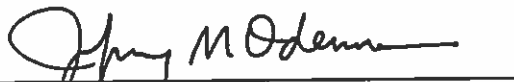
**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Mayor, City of Claremont

ATTEST:

  
\_\_\_\_\_  
City Clerk, City of Claremont

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney, City of Claremont

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    )ss.  
CITY OF CLAREMONT            )

I, Shelley Desautels, City Clerk of the City of Claremont, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2017-73 was regularly adopted by the City Council of said City of Claremont at a regular meeting of said Council held on the 12<sup>th</sup> day of December, 2017, by the following vote:

AYES:                    COUNCILMEMBERS: CALAYCAY, LYONS, NASIALI, PEDROZA, SCHROEDER

NOES:                    COUNCILMEMBERS: NONE

ABSTENSIONS:    COUNCILMEMBERS: NONE

ABSENT:                COUNCILMEMBERS: NONE

  
\_\_\_\_\_  
City Clerk of the City of Claremont

## ATTACHMENT D – SUMMARY OF PUBLIC COMMENTS

Summary of the viewpoints and concerns expressed by over 400 public comments are noted below:

1. Nearly all commenters expressed that the City of Claremont voters supported Measure M and the new Gold Line station and never anticipated that post-measure M's passage, there would be a possibility of losing their current Metrolink station. They want both the Claremont Metrolink Station and the new Foothill Gold Line station in the City of Claremont.
2. Nearly all expressed that the light rail / Gold Line and intercity Commuter Rail (Metrolink) serve two entirely different purposes, particularly in this area of the County. Both are important and necessary in this area towards achieving goals of improved air quality, reducing road congestion, and providing options to public transit riders.
3. Many expressed that their station is at the heart of their community and that they had worked hard for many years to secure this station. This station is now a central part of the town's character and it is regarded as a critical asset for getting to and from the City of Claremont and to many other destinations in L.A. and San Bernardino Counties, and throughout Southern CA.
4. Nearly all commenters indicated that they would have never supported Measure M if they thought there was a chance they could lose their Claremont Metrolink Station.
5. Many commenters expressed that any closure of the Claremont station will result in severe distrust in government and in administrative processes and would undermine the confidence of the public in the government.
6. Several commenters indicated that the concept of potentially eliminating the Metrolink station had never been considered in any of their municipal or regional planning. When residents, commuters, and local area stakeholders found out in September that the Metro Board was conducting a study to consider eliminating this station, they were shocked and disappointment for what they viewed as a sudden change in plans.
7. Many comments expressed concerns that local business owners and local residents will experience negative impacts to their businesses if their station is eliminated because many rely on clients and customers who can easily walk to their downtown business locations upon arrival to the Claremont station.
8. Many stressed the importance of the Claremont Metrolink Station to supporting the vitality of the City and the entire region, Claremont's long-standing commitment to be a sustainable city with multiple modes of low polluting transportation options, including easy access to the station through safe biking and walking paths. One commenter cited that their station contributes to the City's 98 out of 100 "Walk Score" and indicated that this is exceptionally high compared to the other nearby stations.
9. Many commenters expressed that as the population is aging, many people are facing an increased risk of getting a disability, diminishing their ability to drive and increasing their reliance on the Claremont station and all modes of public transportation. It was mentioned that seniors from Pilgrim Place and other retirement communities depend on the convenient access to Claremont station. Many students, families, and younger people who are proactively seeking ways to reduce their reliance on cars expressed their strong support for keeping the station. For

## ATTACHMENT D – SUMMARY OF PUBLIC COMMENTS

these reasons, most expressed that more rail service and transit options in Claremont are desired at this time, not less.

10. Several Seniors and disabled riders with medical conditions expressed that they rely on the safe and seamless entry onto the train from the Claremont Station and often do not need any extra assistance from caretakers, paratransit services, or medical assistants to access the train at this station. Many cited the comfortable and spacious train cars that can easily accommodate their walkers, wheelchairs, and medical support equipment. The Seniors cited the convenient access to restrooms in the Metrolink trains and indicated that they would not be able to ride transit without reliable access to the bathrooms and comfortable train chairs.
11. A few Senior and Disabled commenters cited the importance of keeping the Claremont Station open because Dial-A-Ride and Access Services paratransit service providers cannot cross County lines to drop off riders at the Montclair Station (in San Bernardino County). These commenters expressed serious concerns about the significant disruption this would cause in the daily lives of many seniors and disabled public transit riders. One commenter indicated that Ridership on the Metrolink system doesn't account for "Access Card" riders which allows for free rides on Metrolink within L.A. County for these paratransit customers. These "Access Card" customers don't have to declare their origin starting point. There may be more riders dependent on the Claremont Station than the Study numbers currently indicate for this reason.
12. The Presidents of five local area colleges as well as the Presidents of two Graduate Schools in the area submitted a letter expressed strong support for keeping the Claremont Metrolink Station open. Their letter cited that students, faculty, and professors rely on the Claremont Station to get to campus, internships, job interviews, medical appointments, work, and to explore museums and other cultural venues in Little Tokyo, Downtown L.A., and across the region. They cited that approximately 50% of the students at these local colleges benefit from financial aid programs and affordable public transportation within safe and easy walking distance and many are international students and don't own their own cars.
13. Other commenters expressed wanting to keep their car usage minimal or maintain their car-free lifestyle to avoid traffic congestion and reduce pollution and emissions. Many cited the benefit of the tables, extra space, the "Quiet Cars" to study and do their work over longer distances and many others cited the ease of getting to LAX with large luggage using the Claremont Station.
14. Many commenters expressed their reliance on the Claremont Station providing easy access to the San Bernardino Line to regularly commute to Cal State LA, El Monte, Baldwin Park, Covina and other areas that the Foothill Gold Line does not service. Others expressed that they currently rely on the Claremont Station to commute to the University of Redlands, UC Riverside, Cal State Long Beach, and West Los Angeles in conjunction with relatively seamless bus and/or Light Rail connections. A few expressed that they would like to increasingly rely on access to the Claremont Station for purposes of work commuting or visiting areas in San Bernardino County, in addition to commuting into Los Angeles, Santa Barbara, San Diego and other areas across the Southern CA region.
15. Many commented that the close proximity of the Claremont Station to Claremont's downtown village is the key to what makes this station so appealing and viable. Several expressed that they had made life decisions based on the existence of this station. Some bought property or

## ATTACHMENT D – SUMMARY OF PUBLIC COMMENTS

established their business in town to ensure close proximity and easy walking distance to the station.

16. Several expressed that the money savings resulting in this station's closure would be uncertain or likely minimal compared to the amount of revenue the City will make by keeping the Metrolink Station available. Others expressed that they want their tax monies to go towards keeping the station open and don't want any of their tax monies spent on efforts or studies aimed at closing it.
17. Many commented that closure of the station would not result in much time savings for the commuter but would create a significant inconvenience for current Claremont station users who will be more likely to drive than take public transit if the station is eliminated.
18. Several expressed concerns that closure of the Claremont station would result in significantly longer commute times due to the additional time that would be needed for making their necessary bus connections, especially during off-peak commute times when buses don't run as frequently. These commenters expressed the need for a more comprehensive assessment that accounts for necessary walk times and bus connections related to any potential Claremont station closure if this study were to advance any further.
19. A couple of commenters expressed that keeping the Metrolink station in Claremont is consistent with the statewide vision for growth which promotes walkable communities that are co-located near transit. They cited that this vision is also consistent with the Statewide Housing Assessment, California Transportation Plan 2040 and The Governor's Environmental Goals and Policy Report. And, sustainable Claremont's letter cited the importance to human health, the environment, and overall quality of life as a few of their reasons for supporting keeping the station.
20. Many commenters expressed that the Claremont Station is the most walkable station on the line and greatly enhances the destination amenities served by the line. Many residents cited they had moved to Claremont in large part due to the existing Claremont Metrolink Station and ease of transfer to Amtrak and other rail options at Union Station.
21. Several expressed that they had purchased their homes in large part due to the existing station and are concerned that their property values would decrease if this station were to be eliminated.
22. Many cited that removal of the station would undermine years of planning and advocacy by the City and the local residents that fought to secure the Claremont Station and related Transit Oriented Development Planning. The City has promoted housing and transit oriented development projects in their existing transit corridor.
23. Most expressed concerns that removing a station would be a major step backward compared to Metro's stated goals during Measure M and post Measure M in which an emphasis has been placed on the need for multi-modal transportation options and improved livability, mobility, and community building.

## ATTACHMENT D – SUMMARY OF PUBLIC COMMENTS

24. The Claremont Chamber of Commerce's letter along with many others expressed that the Claremont station supports many residents and transit riders' goals of maintaining a city that functions as both a destination and a transit center. They feel strongly that their current station is located in a vibrant city center with museums, parks, galleries, libraries, colleges, a movie theater, restaurants, shops and services.
25. Most commenters expressed that transit use and their existing station benefits the entire region as they cited the ability to get to key cultural and destination places in Los Angeles, including the Pantages through connecting with the Redline.
26. Others cited using the Claremont Metrolink Station to get to L.A. Union Station and from there, walking to the Times, to the Broad, to Grand Central Station, to MOCA, and to other key locations throughout Los Angeles. They also cited the ability to travel without a car westward to Santa Barbara and further inland to experience other Counties in Southern CA on the weekend or for regular work commuting.
27. Many commenters expressed their concerns regarding an apparent lack of compelling reasons to shut down a viable station that they believe serves the diverse needs of so many people. They view the anticipated \$40 million dollar one-time savings as a high price to pay, given the resulting loss of convenient and easily accessible transit service for current riders and local residents and associated negative potential impacts on the environment.
28. Several expressed frustration with the process (or, lack of process) employed to date for considering a potential closure of their existing station.
29. Some commenters expressed that if this question regarding potential closure of the Claremont station is considered any further, they would want a comprehensive regional plan and a more robust technical study to identify all potential impacts.
30. A few commenters urged agency staff to consider how to make access and ridership from the Claremont station even more robust and ensure more multimodal connections at this station rather than consider removal of the station and reducing their transit options.
31. A few expressed the need for more comprehensive plans to include consideration of Gold Line, Metrolink, bike, pedestrian plans, car/bus, potential electric autonomous shuttles, etc. Instead of considering the impacts to closing the station, these commenters urged the agencies to consider how to make their station more robust and connected with multimodal transportation options with the other three towns in the area.
32. A couple of commenters referenced that their kids did not need a car during college due to easy access to the Metrolink train station. This saved their families considerable expense and worry.
33. Several indicated that they would not feel comfortable dropping off their kids at the Montclair station very early in the morning or having them walk the extra mile along the somewhat deserted Montclair to Claremont bike trail.



## ATTACHMENT D – SUMMARY OF PUBLIC COMMENTS

34. While a few cited riding their bike along Foothill Blvd. and elsewhere in Claremont, they consider the bike route to Montclair with few protections and many dangers - especially for commuters who are biking or walking alone during dawn, dusk or night.
35. Several commenters expressed their increased comfort level of safety waiting alone at the Claremont station in the early morning or late at night compared to the other local station alternative, resulting in their willingness to take public transit from Claremont instead of drive.
36. Nearly all commenters expressed great concern and strong opposition to the anticipated 5 year period of no rail station or rail service in their town should their current station be eliminated. They are untrusting that there would a consistent and equally convenient shuttle to run to Montclair.
37. Many commenters are also concerned about the additional time the shuttle alternative would add to their total commute time and the tax payer dollars associated with funding this “free” shuttle service concept.
38. Commenters will also want to know what would be the additional taxpayer costs associated with updating the Foothill Gold Line Extension EIR document to reflect elimination of the Metrolink station and ask that that any further studies assess any impacts from 5 years of proposed alternative shuttle service due to station closure.
39. Others want to know if there will be a charge for station parking with or without Metrolink station elimination and if Foothill Transit will increase bus services.
40. In the event of a Claremont station closure, a few expressed concerns about any potential increase in their Metrolink fare if they are redirected to catch the train in Montclair instead of in Claremont to get to Downtown LA.
41. A few commenters expressed that rather than saving costs through elimination of the Claremont Station, perhaps costs could be reduced by eliminating a proposed bridge and/or grade separation elements. A couple of other commenters expressed strong support for the grade separation and bridge near Indian Hill and think it is necessary for safety to avoid pedestrian fatalities.
42. Others expressed concerns that College Ave. and Claremont Blvd. will be difficult to utilize due to an increased number of trains and that closure of their station would exacerbate the inconveniences, creating disproportionately negative impacts to their town.
43. Several expressed concerns about the possibility of increased transit station parking costs with the arrival of the Gold Line.
44. A few commenters expressed that if this study were to progress further, Metro, the City, and the other agencies involved need to be in close coordination with the City of Montclair and San Bernardino County to ensure they are also aware of any potential impacts related to the potential closure of the Claremont station and any impacts associated with the suggested shuttling of people over to Montclair. Other commenters expressed doubt that there is

## ATTACHMENT D – SUMMARY OF PUBLIC COMMENTS

adequate funding available for the operations and maintenance of the Foothill Gold Line extending into Montclair.

45. One commenter indicated that if Claremont were to become the terminus for the Foothill Gold Line Light Rail, then operational space and flexibility will be needed in Claremont to ensure seamless transfer of passengers from one service to another.
46. Another comment explained that there should be a guarantee that if the current station is eliminated, there will be a reliable shuttle service to both Montclair and Pomona North stations so that Claremont station users can count on being able to access current Metrolink and future Redlands Arrow Services. The importance of keeping the platform at Claremont in place for any potential future offloading or unloading of passengers on an as-needed basis, even if not all trains stop at this location in the future, was also emphasized.

**Two commenters out of over 400 total comments support closure of the Claremont Metrolink Station and cited the following reasons:**

1. Save \$40 M with relocation of the Metrolink station since there are available Metrolink stations in nearby Montclair and North Pomona.
2. Any “wasted funds” by Metro will be highly criticized by those that are concerned about government spending that could otherwise be spent towards essential infrastructure that meets the needs of regular transit users.
3. A majority of Claremont residents may not even be occasional Metrolink riders and will not be affected at all by the station closure.
4. Foothill Transit Bus from Claremont to Downtown L.A. is regarded as a better service and a great alternative option compared to the continued usage of the Claremont Metrolink station to get to Downtown LA and accommodate disabled and ADA needs .
5. More multimodal connections are available at the Montclair station that the public can benefit from compared to what is currently available at Claremont Metrolink Station.
6. It was cited that approximately 90% of the people who live between Los Angeles and San Bernardino would still be closer to a Metrolink station if the Claremont station were to be eliminated. The nearby Metrolink stations provide adequate access to the system without the Claremont station option.
7. Free shuttle service would be offered between Claremont and Montclair station during construction of The Gold Line and in conjunction with the existing bus connections for Claremont residents (Foothill Transit’s Line 188 and Claremont’s Dial-a-Ride).
8. There is a dedicated bikeway which already connects the two stations, further off-setting any inconvenience from the elimination of the Claremont stop.
9. The current Express Bus that serves the Claremont station to get to downtown was referenced by this commenter as more comfortable, cheaper, more flexible, and often faster (when the total commute time is considered beyond Union Station).
10. Some Claremont commuters may be willing to sacrifice a few minutes of travel time to save more than \$100 a month to take the bus or the Gold Line.
11. In the long run, the Metrolink may only be viable as an express service for long-distance commuters, with fewer stops in communities which are already served by cheaper and faster transit options. Claremont is on the fringe of that zone and for this reason, it could be a waste of money to invest \$40 M in what is viewed as only a marginally useful resource which may become obsolete due to more people switching over to the less expensive Gold Line option (or utilizing express bus options, etc.).

## ATTACHMENT D – SUMMARY OF PUBLIC COMMENTS

12. Riders who drive their personal vehicle to the station will only need to drive an extra minute or two to reach the Montclair or Pomona North stations.
13. Montclair has acres of unused parking capacity. Claremont could potentially repurpose their existing Metrolink parking lot for affordable housing or for other beneficial purposes.

### **Other Issues of Concern:**

While nearly all of the commenters expressed that they do not want the Metrolink Station eliminated from Claremont, many indicated that if a potential station elimination is to be pursued any further by the Metro Board, the scope of the current study would need to become much more comprehensive in order to address many of the questions and concerns raised from this initial assessment (as summarized in this appendix). Several expressed the need for a more comprehensive study that takes into consideration the walking and bus connection travel times associated with any closure of the Claremont Station. Others expressed the importance of ensuring the CA State Rail Plan, High Speed Rail Plans, and other plans that have assumed ongoing activity at this current Claremont Metrolink station are taken into account. A few expressed the importance of doing a pricing sensitivity analysis across LA County and the SCAG region to ensure a rational and unified fare policy. Per feedback submitted from the local residents and stakeholders to date, a more robust and comprehensive inventorying of all potential economic impacts associated with the closure of the station (such as economic impacts to the local businesses near the station, impacts to property owners that intentionally purchased their homes and property within very short walking distance to the Metrolink station) would need to be considered. Lastly, a more thorough breakdown of who uses the existing Metrolink station (including data to show numbers of casual travelers and transit/Metrolink dependent travelers) and a clearer assessment of the costs associated with conducting a more comprehensive study would be of great interest to the community before any next steps are taken to advance this concept of a potential Claremont Metrolink station closure any further.



## Board Report

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File #: 2017-0823, File Type: Program

Agenda Number: 22.

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**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 17, 2018**

**SUBJECT: ADDITIONAL METROLINK REHABILITATION FUNDING**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

CONSIDER:

- A. PROGRAMMING the Los Angeles County Metropolitan Transportation Authority's (Metro) share of Southern California Regional Rail Authority's (SCRRA - operating as Metrolink) FY17 "Priority B" track and structure rehabilitation work up to \$13,297,500;
- B. APPROVING payment for the City of Los Angeles San Fernando Road Bike Path Three Settlement Costs totaling \$59,629;
- C. REPROGRAMMING prior year SCRRA MOU surplus funds totaling \$3,014,089 as listed below for SCRRA's state of good repair projects:
  - 1. FY 2010-11 MOU - \$1,038,316
  - 2. FY 2011-12 MOU - \$791,123
  - 3. FY 2012-13 MOU - \$471,898
  - 4. Capital Project MOUs - \$712,752
- D. EXTENDING the lapsing dates for funds previously allocated to SCRRA for the Rehabilitation and Renovation Program as follows:
  - 1. FY 2010-11 from June 30, 2017 to June 30, 2018
  - 2. FY 2011-12 from June 30, 2017 to June 30, 2018
  - 3. FY 2012-13 from June 30, 2017 to June 30, 2018
  - 4. FY 2013-14 from June 30, 2017 to June 30, 2018

- E. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between LACMTA and the SCRRA for the approved funding and lapsing date extensions.

## **ISSUE**

Metro's share of SCRRA's urgent track and structure rehabilitation projects for FY 17 is \$31,864,316 that were divided into two sets of priority groupings, A and B, where A is a higher priority than B. On April 27, 2017, the Metro Board approved programming funding for the SCRRA's FY17 track and structure Priority A rehabilitation work totaling \$18,381,025. Staff is recommending programming approval for the remaining FY17 SCRRA track and structure Priority A and B rehabilitation work up to \$13,297,500.

## **DISCUSSION**

On April 27, 2017, the Metro Board approved funding in the amount of \$18,381,025 for SCRRA's "Priority A" Slow Order highest priority rehabilitation projects determined to require an immediate need for repair and funding. The "Priority B" rehabilitation projects were assessed during the due diligence field visits as well but were determined to require rehabilitation in later years and were not as urgent. SCRRA has since updated their information (ATTACHMENT A) which enabled staff to further assess the remaining Priority B projects on SCRRA's list. Although it was determined that the remaining rehabilitation projects did not have an immediate funding need, SCRRA's project delivery consists of location groupings in addition to need assessment to realize additional cost savings and economies of scale since some projects are adjacent to each other but may not require rehabilitation until a subsequent time period. As a result, LACMTA staff concurs that additional funding in the amount of \$13,297,500 is needed to bring LACMTA owned right of way into a state of good repair and prevent slow orders.

### **"Priority A" Rehabilitation Work Progress**

SCRRA has contracted the services of HDR to assist with project delivery, project prioritization and cost estimating. LACMTA now receives monthly project status updates due to SCRRA's collaboration with HDR.

During the last eight months since LACMTA's board action in April 2017, SCRRA has shown significant progress as demonstrated on the attached December 2017 State of Good Repair (SOGR) Program Status Update (ATTACHMENT B). As you will note, since approving the "Priority A" rehabilitation funding in April 2017, SCRRA has completed the replacement of four culverts which in most cases were nearing 100 years, replaced in excess of 16,000 ties, and is nearing completion of the rail top bridge replacement design - all in Los Angeles County and primarily on the Antelope Valley Line.

SCRRA has benefitted from economies of scale which has been demonstrated by their ability to complete three culvert replacements from realized savings in the amount of \$1,662,500. This savings allowed SCRRA to move forward with rail top bridge design and the purchase of additional materials.

### City of Los Angeles San Fernando Road Bike Path Three Settlement Costs

SCRRA paid \$59,629 in settlement costs to LACMTA's billboard lessee Outfront Media related to the San Fernando Bike Path Phase II project. SCRRA recently informed LACMTA that this balance has remained unpaid for several years because the project was already closed on SCRRA's books and final invoices were generated when SCRRA received the settlement from LACMTA's real estate department. Since this project was not budgeted when the settlement agreement was received, SCRRA paid the expense from their PL/PD account and would like to be reimbursed.

### Reprogramming Surplus LACMTA MOU Funds

SCRRA reconciled the FY11, FY12, FY13 and several closed capital project LACMTA MOUs which identified \$3,014,089 available for reprogramming as follows:

- FY 2010-11 MOU - \$1,038,316
- FY 2011-12 MOU - \$ 791,123
- FY 2012-13 MOU - \$ 471,898
- Capital Project MOUs - \$712,752

Staff is requesting that these funds be reprogrammed and applied to the SCRRA rehabilitation project funding requests as outlined in the Financial Impact section.

### Extend Rehabilitation Funds Lapsing Dates

SCRRA is requesting an additional extension for FY11, FY12, FY13 and FY14 rehabilitation funds which lapsed on June 30, 2017. SCRRA rehabilitation and renovation projects span over multiple years to maximize economy of scale and take advantage of matching federal funds. As a result, funds programmed over multiple years may not be completely invoiced prior to lapsing and LACMTA does not recognize project completion until we are invoiced. SCRRA has reassured staff that their work is in progress and will be completed and invoiced before the June 30, 2018 fiscal year end.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will have no impact on the safety of LACMTA's patrons and employees. However, maintaining LACMTA owned assets and infrastructure in a state of good repair will eliminate system failures which could result in additional cost to LACMTA or exposure to liability.

### **FINANCIAL IMPACT**

LACMTA staff is requesting the Board to approve programming \$10,340,340 in Measure R 3% funds

for the SCRRA “Priority B” urgent rehabilitation projects and Bike Path Settlement. However, pursuant to the cash flow provided by SCRRA no funding is needed until FY 19 and future years.

	Costs	Programming Cash Flow		
		FY 18	FY19	FY 20
Priority B Urgent Rehab	\$13,297,500		\$10,247,500	\$3,050,000
Priority A Urgent Rehab Approved April 2017	\$18,381,025	\$ 7,000,000	\$8,000,000	\$3,381,025
<b>Total Urgent Rehab Funding</b>	\$31,678,525			
Bike Path Settlement	\$ 59,629	\$ 59,629		
Reprogram Surplus Funds	\$ (3,014,089)		\$ (3,014,089)	
<b>Total New Funding Request</b>	\$10,340,340		\$10,340,340	

LACMTA staff will budget the necessary funding on an annual basis.

**ALTERNATIVES CONSIDERED**

The Board could chose not to approve funding the SCRRA rehabilitation work of LACMTA owned ROW nor approve the lapsing date extensions. This is not recommended since passenger safety and operational efficiency are among our agency’s highest priorities. Further, if this rehabilitation work is not funded slow orders could be imposed. If the lapsing dates are not extended SCRRA’s funding levels will be decreased.

**NEXT STEPS**

1. Monitor the progress of the SCRRA structure and rehabilitation work and provide updates to the Board as part of the quarterly Regional Rail report.
2. Continue to perform due diligence and work with SCRRA staff to determine the highest priority rehabilitation projects which will be included in the LACMTA 6 Year Funding Plan.

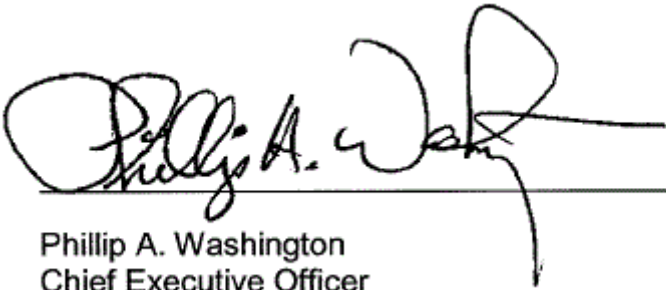
**ATTACHMENTS**

- Attachment A - Priority A & B Track and Structure Project List
- Attachment B - December 2017 Priority A Track and Structure Status Report
- Attachment C - SCRRA December 7, 2017 Surplus Funds Reprogramming Letter
- Attachment D - SCRRA October 2, 2017 Surplus Funds Reprogramming Letter

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Phillip A. Washington  
Chief Executive Officer



# ATTACHMENT A

## FUNDING PLAN for FY 2017 REHABILITATION BUDGET AMENDMENT

Line #	Subdivision	Priority	Project type	Project Description*	Tot Cost	Respn Agency	Original Metro (2nd Phase of Funding)	Revised Metro (2nd Phase of Funding)**	Cashflow***						
									2018-Q4	2019-Q1	2019-Q2	2019-Q3	2019-Q4	2020-Q1	2020-Q2
3	Valley	A-3	Track	Lang Station Road Crossing	\$400,000	Metro	\$400,000	\$400,000							
5	Valley	A-5	Track	Action Spur Turnout MP 61.74	\$500,000	Metro	\$500,000	\$500,000	\$500,000						
6	Valley	B-1	Track	4,000 Ties MP 9-11	\$1,000,000	Metro	\$1,000,000	\$1,000,000	\$500,000	\$500,000					
7	Valley	B-2	Track	4,000 Ties MP 6-8	\$1,000,000	Metro	\$1,000,000	\$1,000,000	\$500,000	\$500,000					
21	Valley	B-1	Structure	Bridge 8.41 (Rail Top)	\$500,000	Metro	\$500,000	\$500,000	\$50,000	\$50,000					
22	Valley	B-2	Structure	Bridge 10.63 (Rail Top)	\$1,260,000	Metro	\$1,260,000	\$1,260,000	\$130,000	\$130,000					
15	Valley	A-8	Structure	Bridge 44.38 (Rail Top)	\$500,000	Metro	\$500,000	\$500,000	\$50,000	\$50,000					
10	Valley	A-3	Structure	Bridge 46.91 (Rail Top)	\$840,000	Metro	\$840,000	\$840,000	\$120,000	\$120,000					
17	Valley	A-10	Structure	Bridge 47.03 (Rail Top)	\$840,000	Metro	\$840,000	\$840,000	\$120,000	\$120,000					
18	Valley	A-11	Structure	Bridge 47.33 (Rail Top)	\$1,120,000	Metro	\$1,120,000	\$1,120,000	\$110,000	\$110,000					
19	Valley	A-12	Structure	Bridge 48.08 (Rail Top)	\$500,000	Metro	\$500,000	\$500,000	\$50,000	\$50,000					
14	Valley	A-7	Structure	Bridge 52.66 (Rail Top)	\$500,000	Metro	\$500,000	\$500,000	\$50,000	\$50,000					
20	Valley	A-13	Structure	Bridge 54.05 (Rail Top)	\$500,000	Metro	\$500,000	\$500,000	\$50,000	\$50,000					
16	Valley	A-9	Structure	Bridge 55.19 (Rail Top)	\$500,000	Metro	\$500,000	\$500,000	\$50,000	\$50,000					
29	Valley	A-7	Structure	Culvert 48.74 (Clay Pipe)	\$280,000	Metro	\$280,000	\$210,000							
35	Valley	A-13	Structure	Culvert 49.53 (Cast Iron Pipe)	\$420,000	Metro	\$420,000	\$315,000							
34	Valley	A-12	Structure	Culvert 49.69 (CMP)	\$280,000	Metro	\$280,000	\$210,000							
25	Valley	A-3	Structure	Culvert 49.99 (Timber Box)	\$280,000	Metro	\$280,000	\$210,000							
27	Valley	A-5	Structure	Culvert 50.57 (Timber Box)	\$280,000	Metro	\$280,000	\$210,000							
36	Valley	A-14	Structure	Culvert 52.32 (Cast Iron Pipe)	\$350,000	Metro	\$350,000	\$262,500							
37	Valley	A-15	Structure	Culvert 52.38 (Cast Iron Pipe)	\$420,000	Metro	\$420,000	\$315,000							
54	Ventura-LA	A-2	Structure	Culvert 52.99 (Cast Iron Pipe)	\$700,000	Metro	\$700,000	\$525,000							
62	San Gabriel	B-1	Track	lark Ellen Xing	\$840,000	Metro LA & SB	\$840,000	\$840,000							
26	Valley	A-4	Structure	Culvert 44.16 (Timber Box)	\$400,000	Metro	\$240,000	\$240,000							
28	Valley	A-6	Structure	Culvert 55.75 (Timber Box)	\$280,000	Metro	\$280,000	\$0							
31	Valley	A-9	Structure	Culvert 55.42 (Cast Iron Pipe)	\$350,000	Metro	\$350,000	\$0							
<b>TOTAL REMAINING SLOW ORDER PROJECT FUNDING</b>					<b>\$15,120,000</b>		<b>\$14,960,000</b>	<b>\$13,297,500</b>							

\* Assumes Board Approval in January, and 2 Months to process MOU, for Official NTP date of March 1, 2018.  
 \*\*25% Reduction in budget per request from Metro, with the assumption that SCRRRA will take advantage of Economies of Scale.  
 \*\*\*Cashflows are tentative until projects are funded and commitments can be made for construction. These are based off of the best currently available information.





## High Priority State of Good Repair (SOGR) Program Program Status Update - December 2017

### Program Overview

The High Priority State of Good Repair (SOGR) Program includes the rehabilitation and replacement of existing Metrolink-owned and maintained track, grade crossings, turnouts, culverts and railroad bridges. The objective of this program is to rehabilitate and replace the most critical priorities of aging track and railroad structures currently in use by Metrolink's daily commuter rail service, Amtrak service and other railroad partner service and maintain on-time service. The current program is scoped for the 23 most critical projects, with additional projects to be proposed if cost savings and/or additional funding allows. The work is being performed to avoid the need for slow orders which are required when track or bridge structures are not at an acceptable condition for existing speeds or weights. Currently, segments of Metrolink's track and bridge structures are nearing out-of-compliance levels with existing SCRRRA Track Maintenance and Engineering Instruction (TMEI) standards.

### Program Status Update

Work is progressing well on all aspects of the SOGR Program. Over the period, crews performed clean-up and de-stressing to complete the Valley Sub The project. The replacement is now largely complete on the Valley and Ventura (LA) Subs. Staff continued contractor job walks at multiple locations including the River (EB) Sub to prepare for commencement of rail replacement work. The project delivery team is working effectively, evaluating schedules, assumptions and risks. Materials, including ties, turnouts and rail, have been ordered and delivery is underway as scheduled to avoid any delays to the program. Work windows have been coordinated with the Operations Dept. to ensure schedule will be maintained and maximize productivity. Staff expects to complete the delivery of the SOGR program ahead of schedule and under budget.

Status by asset type:

- Ties - The replacement on Valley and Ventura (LA Co) Subs complete; Ventura (Ven Co) Sub anticipated to be complete in Dec. 2017.
- Rail - First rail train delivered in Nov. and second in early Dec. (ahead of schedule). Rail rehab to begin on River Sub (EB) in Jan. 2018
- Turnouts - Materials ordered; potential complexities at certain locations related to track elevation and adjacent track features.
- Culverts - All four culverts on the Valley Sub were successfully replaced in Sept 2017. Remaining culvert on Ventura Sub in mid-2018.
- Bridges - Design approx. 60% but potential delay to complete hydrologic & hydraulic studies and to include add'l bridges that were not funded in the original SOGR program authorization. Advertisement of IFB package anticipated in Q2 2018.

### Next Steps

- Off-load rail trains, begin rail installation on East Bank in Jan. 2018
- Continue tie replacement on Ventura (Ven), River & San Gabriel Subs
- Request funding for add'l bridges to include in bridge design/IFB package for release in Q2 2018; construction starting in late- 2018.
- Continue track & turnout material deliveries and contractor authorizations to perform the work as scheduled



### Cost & Schedule Status by Sub-Project

(Data as of 12/5/17)

Project#	Description	Sub-division	Budget	Cost			Schedule		Status/Issues
				Committed	Expended	Physical % Complete	In-Service Date		
592110	Replace 7,600 Ties & Rail Curves (MP439.24 & 433.1)	Ventura (Ven Co)	\$2,312,500	\$1,765,418	\$661,295	62%	8/1/18	The work complete, rail delivery anticipated in Dec.	
592111	Replace Turnout at CP Santa Susana (#20)	Ventura (Ven Co)	\$375,000	\$119,701	\$9,642	11%	3/29/18	Re-evaluating scope to replace components, not full turnout.	
592112	Rehabilitate Katherine Road Crossing	Ventura (Ven Co)	\$400,000	\$20,254	\$2,846	11%	3/29/18	Contractor to provide materials and perform work Feb.-Mar. 2018	
592210	Replace Ties (MP444-462), Woodman Turnouts (MP460)	Ventura (LA Co)	\$3,375,000	\$3,111,120	\$2,241,518	80%	4/5/18	The work complete; potential challenges on turnouts require funding transfer.	
592310	Replace 8,450 Ties (MP46-48, 52-59, 63-64)	Valley	\$2,112,500	\$2,075,969	\$986,177	98%	12/4/17	The work complete, close-out underway.	
592410	Install 9,000 Ties (MP 34-38, 42-45, 47-51, 52-54)	San Gabriel	\$2,250,000	\$380,989	\$14,060	18%	3/28/18	All ties on-site, contractor to begin in Jan. 2018	
592710	Replace LAUS Leads & 5,300 Ties	River - WB	\$1,550,000	\$661,874	\$396,436	15%	5/3/18	Materials available; RFP issued to JOC contractor.	
592711	Replace 2 #20 Turnouts at CP Taylor	River	\$550,000	\$140,858	\$11,437	13%	6/29/18	VTHM to perform. Material mostly in inventory, remaining parts ordered to complete pkg	
592712	Replace Rail & Ties	River-EB	\$4,926,600	\$1,016,832	\$15,908	15%	6/29/18	Rail delivery in early Dec (ahead of schedule).	
592713	Replace 3 Turnouts	River-EB	\$1,600,000	\$290,816	\$7,190	8%	10/2/18	Material ordered; long lead times for non-inventory items	
517020	Rail Top Bridge Replacement Design	System-wide	\$475,000	\$462,028	\$101,767	60%	7/27/18	Bridge design underway; addressing H&H Study.	
592120	Replace Bridge (MP436.96 & 434.12), Culvert (MP436.46)	Ventura (Ven Co)	\$1,460,400	\$105,074	\$3,415	10%	2/13/19	Bridge design underway; IFB to go out to bid in Q2 2018	
592220	Replace Bridge MP 458.71	Ventura (LA Co)	\$1,800,034	\$218,167	\$6,536	10%	2/13/19	Bridge design underway but delayed due to add'l H&H studies required.	

(Continued on next page...)



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Project#	Description	Sub-division	Cost			Schedule		Status/Issues
			Budget	Committed	Expended	Physical % Complete	In-Service Date	
592320	Replace Bridge MP 50.64	Valley	\$771,443	\$96,583	\$4,847	10% <span style="color: yellow;">●</span>	12/14/18	Bridge design underway but delayed due to add'l H&H studies required.
592321	Replace Bridge MP 50.51	Valley	\$771,443	\$95,230	\$3,493	10% <span style="color: yellow;">●</span>	11/30/18	Bridge design underway but delayed due to add'l H&H studies required.
592322	Replace Bridge MP 50.77	Valley	\$771,443	\$94,892	\$3,156	10% <span style="color: yellow;">●</span>	12/21/18	Bridge design underway but delayed due to add'l H&H studies required.
592323	Replace Bridge MP 47.45	Valley	\$459,192	\$57,093	\$2,372	10% <span style="color: yellow;">●</span>	10/22/18	Bridge design underway but delayed due to add'l H&H studies required.
592324	Replace Bridge MP 50.46	Valley	\$771,443	\$94,892	\$3,156	10% <span style="color: yellow;">●</span>	11/5/18	Bridge design underway but delayed due to add'l H&H studies required.
592325	Replace Culvert MP 55.91	Valley	\$350,000	\$214,677	\$23,923	96% <span style="color: green;">✓</span>	12/14/17	Work complete, close-out underway.
592326	Replace Culvert MP 53.84	Valley	\$350,000	\$332,764	\$6,762	96% <span style="color: green;">✓</span>	12/14/17	Work complete, close-out underway.
592327	Replace Culvert MP 54.13	Valley	\$280,000	\$145,811	\$9,912	96% <span style="color: green;">✓</span>	12/14/17	Work complete, close-out underway.
592328	Replace Culvert MP 66.78	Valley	\$420,000	\$181,901	\$29,155	96% <span style="color: green;">✓</span>	12/14/17	Work complete, close-out underway.
592420	Rehabilitate Bridge MP 40.12	San Gabriel	\$1,400,000	\$168,810	\$4,858	10% <span style="color: yellow;">●</span>	2/11/19	Bridge design underway but delayed due to add'l H&H studies required.
<b>Overall Program Totals</b>			<b>\$29,531,998</b>	<b>\$11,851,754</b>	<b>\$4,549,860</b>	<b>35%</b>		

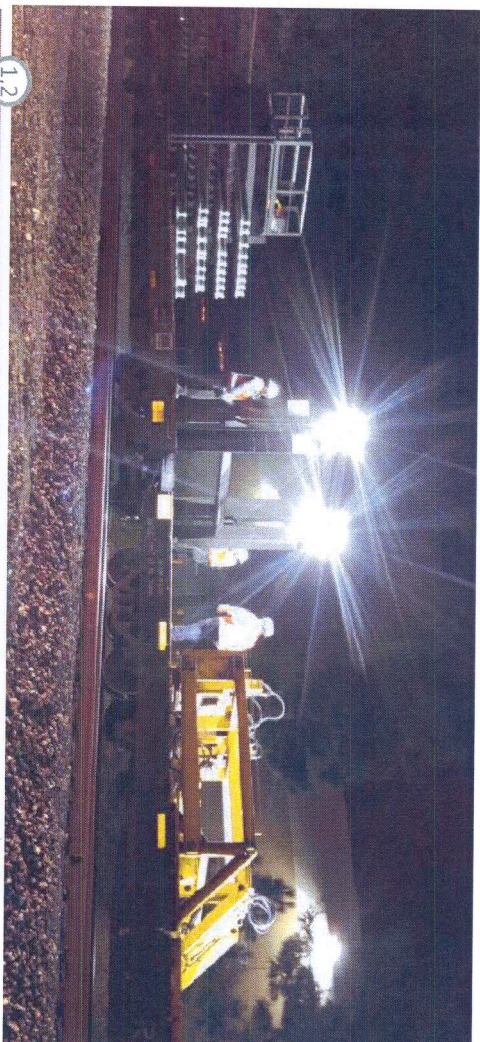
**Cost & Schedule Summary**

Overall program is 35% complete based on work performed, including contract authorization activities, material orders, mobilization, culvert & the replacements, bridge design. Work is proceeding as scheduled and the team is appropriately mitigating risks to avoid future impacts. Cost data reflects approximately \$11.8 million (40% of the budget) is committed to-date for contracts and material deliveries. Actual commitments are substantially higher (estimated at approx. 50%) based on materials ordered in advance through the SCRRRA Inventory Dept. which are not reflected in the project commitment value until transferred upon delivery. Expenditures to-date are \$4.5 million (15% of budget) based on work performed, billed and processed; additional ~\$2-3M in billings in process.

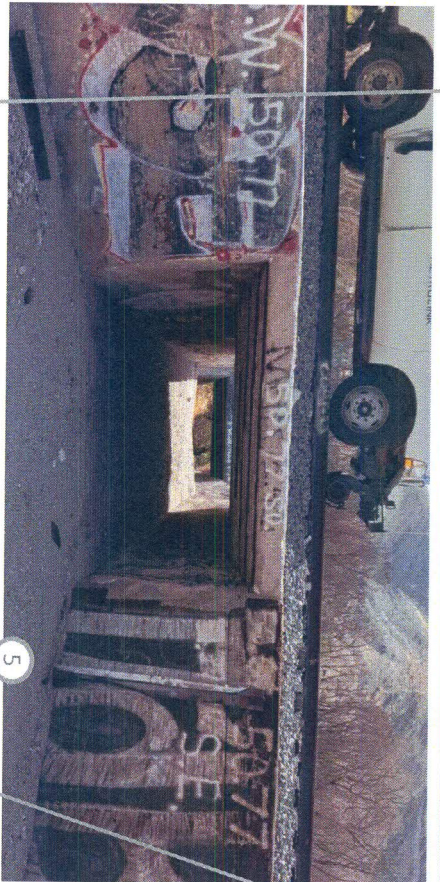
Overall program anticipated to complete ahead of schedule and under budget. Staff to propose add'l SOGR projects to utilize cost savings.



**Project Photos & System Map**



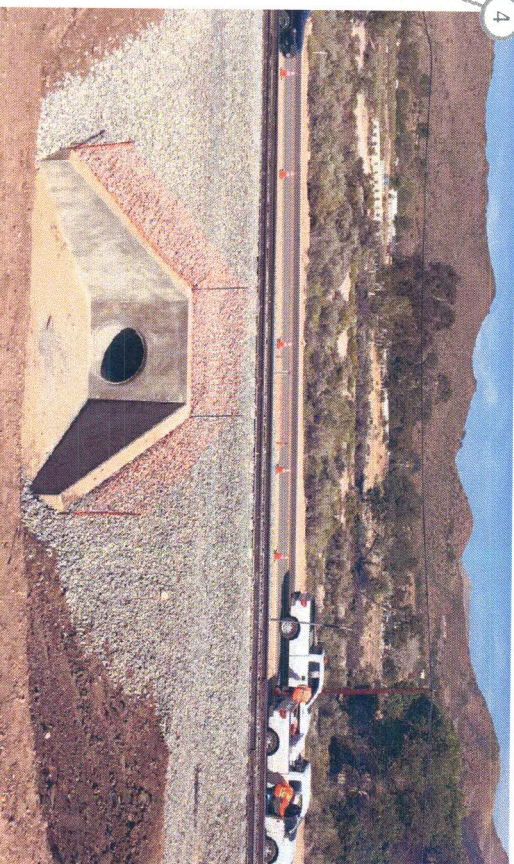
1,2



5



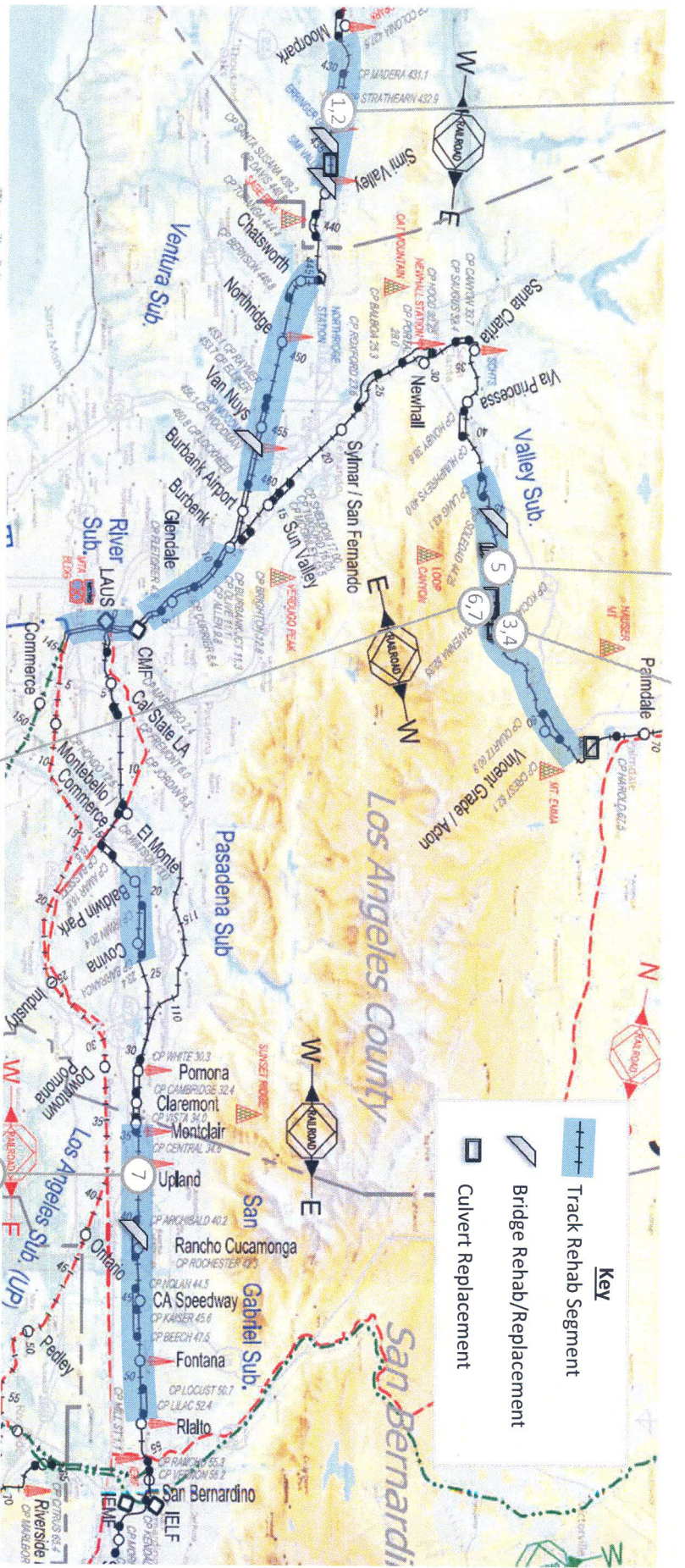
3



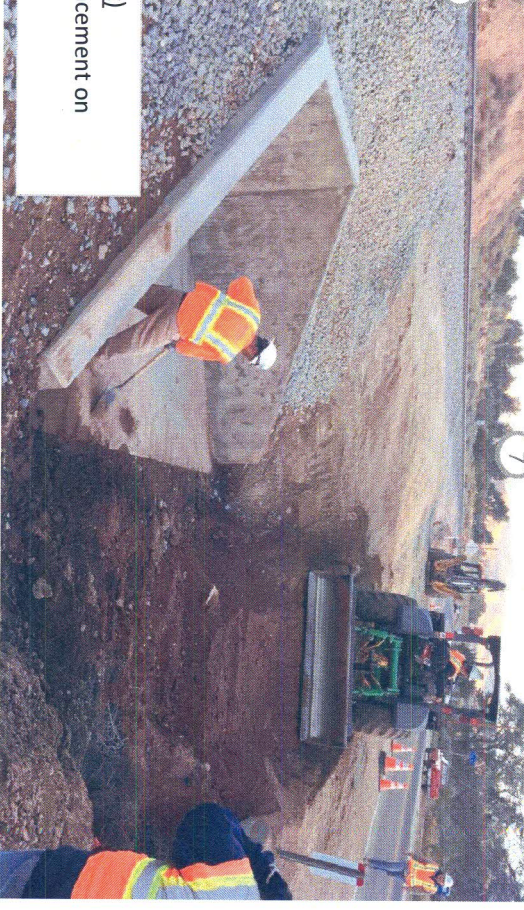
4

Photos (from top left)  
1,2: Rail train delivery Ventura Sub  
3,4: Culvert Replacement on Valley Sub  
5: Bridge inspection job walk on Valley Sub





Photos (from left)  
6, 7: Culvert replacement on  
Valley Sub





# ATTACHMENT C



**METROLINK.**

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
One Gateway Plaza Twelfth Floor Los Angeles, CA 90012

[metrolinktrains.com](http://metrolinktrains.com)

December 7, 2017

Jeanet Owens  
Senior Executive Officer – Program Management  
Los Angeles County Metropolitan Transportation Agency  
One Gateway Plaza, 20<sup>th</sup> Floor  
Los Angeles, CA 90012

Re: Amounts Available for Reprogramming

Dear Ms. Owens:

This letter is to inform you of the results of LACMTA's reprogramming amounts related to MOU's 23 and MR94000000SLFS. The amounts shown as available for reprogramming reflect amounts authorized under the respective MOU's but not expended or billed by SCRRRA. Please note that the amount shown for MOU 23 is net of \$172,741.66 to be billed when the MOU is extended. See below for a recap by MOU:

MOU	Amount Authorized	Billed and Pending Invoices	Available for Reprogramming
MOU 23	\$ 59,835,488	\$ 59,363,590	\$ 471,898
MR94000000SLFS	\$ 46,400	\$ 18,594	\$ 27,806
<b>Total</b>	<b>\$ 59,881,888</b>	<b>\$ 59,382,184</b>	<b>\$ 499,704</b>

Please advise SCRRRA how LACMTA would like to reprogram these funds. If you have any questions regarding this letter, please contact me at [schamber@scrra.net](mailto:schamber@scrra.net) or 213-452-0348.

Sincerely,

Tom Chamber  
Controller

cc: *via email only*  
Ronnie Campbell, SCRRRA  
Michael Naoum, SCRRRA  
Drew Phillips, LACMTA  
Yvette Reeves, LACMTA

# ATTACHMENT D



**METROLINK.**

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
One Gateway Plaza Twelfth Floor Los Angeles, CA 90012

metrolinktrains.com

October 2, 2017

VIA EMAIL & USPS  
Ms. Nalini Ahuja  
Chief Financial Officer  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 25<sup>th</sup> Floor  
Los Angeles, CA 90012

Re: Amounts Available for Reprogramming

Dear Ms. Ahuja,

This letter is to inform you of the results of LACMTA's reprogramming amounts related to MOU's 21 and 22, Van Nuys 01 and 02, Branford and the Bob Hope Pedestrian Bridge. The amounts shown as available for reprogramming reflect amounts authorized under the respective MOU's but not expended or billed by SCRRA. Please note that the amount shown for MOU 21 includes a credit of \$180,245 which will be submitted when the MOU is extended for processing this final billing. See below for a recap by MOU:

MOU 21	Amount Authorized	Billed	Available for Reprogramming
Operations	\$32,252,426	\$32,252,426	-
ROW Security	2,093,004	1,949,989	\$143,015
Rehab, Capital and TPA	8,000,000	7,104,699	895,301
Total	\$42,345,430	\$41,307,114	\$1,038,316

MOU 22	Amount Authorized	Billed	Available for Reprogramming
Operations	\$38,930,100	\$38,930,100	-
ROW Security	2,176,724	2,001,534	\$175,190
Rehab, Capital and TPA	8,000,000	7,384,067	615,933
Total	\$49,106,824	\$48,315,701	\$791,123

MOU	Amount Authorized	Billed/Spent	Available for Reprogramming
BRANFORD	\$1,325,000	\$1,220,238	\$104,762
BHAPEDBG	560,000	890	559,110
VANNUYS01	50,000	49,021	979
VANNUYS02	100,000	79,905	20,095
Total	\$2,035,000	\$1,350,054	\$684,946



Please advise SCRRA how LACMTA would like to reprogram these funds. If you have any questions regarding this letter, please contact Tom Schamber, Controller, at [schamber@scrra.net](mailto:schamber@scrra.net) or 213-452-0348.

Sincerely,



Ronnie Campbell  
Chief Financial Officer

Cc: *via email only*  
Drew Phillips, LACMTA  
Yvette Reeves, LACMTA  
Tom Schamber, SCRRA  
Michael Naoum, SCRRA