

Communication from Public

Name: Coalition for Safe Coastal Development Letter
Date Submitted: 06/07/2022 01:31 PM
Council File No: 22-0496
Comments for Public Posting: Re: Item No. 5 of the Homelessness and Poverty Committee Meeting for June 9, 2022, Council File 22-0496 – Proposal to Enter into Disposition and Development Agreement without Final Plans, Entitlements or Proof of Proper CEQA Exemption (Reese Davidson Project, VTT-82288; ENV-2018-6667-SE; CPC-2018-7344-GPAJVZCJ- HD-SP-SPP-CDP-MEL-SPR-PHP; Related Council File Nos. 21-0829 and 21-0829-S1)

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June 7, 2022

VIA ELECTRONIC MAIL

Hon. Kevin de Leon, Chair
Los Angeles City Council
Homelessness and Poverty Committee
c/o City Clerk
200 North Spring Street
Los Angeles, CA 90012
(Clerk.HomelessnessandPovertyCommittee@lacity.org; juan.I.verano@lacity.org)

Re: Item No. 5 of the Homelessness and Poverty Committee Meeting for June 9, 2022, Council File 22-0496 – Proposal to Enter into Disposition and Development Agreement without Final Plans, Entitlements or Proof of Proper CEQA Exemption (Reese Davidson Project, VTT-82288; ENV-2018-6667-SE; CPC-2018-7344-GPAJ-VZCJ-HD-SP-SPP-CDP-MEL-SPR-PHP; Related Council File Nos. 21-0829 and 21-0829-S1)

Dear Chair De Leon and Homeless and Poverty Committee Members:

This firm represents the Coalition for Safe Coastal Development (“Coalition”) and its supporting organizations and individuals.

Council is being asked to hastily and inappropriately approve an incomplete Disposition and Development Agreement (“DDA”) for one part of what is in fact two interconnected and interdependent projects: what has been represented as a Permanent Supportive Housing project to be owned and operated by two private companies, and an LADOT owned and operated public parking structure. The projects would be located on valuable City property on land used for public parking in close proximity to the beach in Venice.

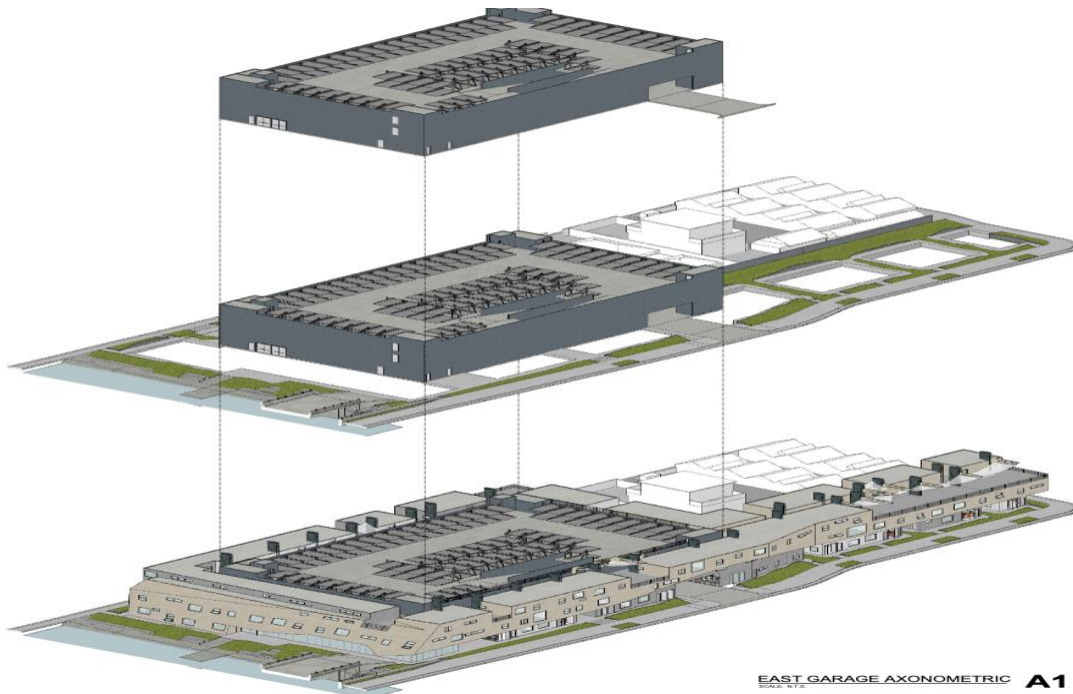
The haste with which these projects are being processed has already led to inaccuracies necessitating Council rescinding the General Plan Amendment approved for the joint development, and has necessitated the Chief Administrative Officer correcting inaccuracies in the reports presented to Council at their last meeting on this item, which was in turn continued

due to errors in the noticing for the item.

Council should never be asked to act in haste to approve a DDA which gives away valuable City property for a term of 99 years and necessitates the City incurring more than 19 million dollars in bonded indebtedness secured by the General Fund, without an accurate, stable and finite Project description, and without first having reviewed a full and complete copy of the DDA. However, that is precisely what Council is being asked to do. We therefore respectfully request that the Committee recommend continuing this item to a date uncertain until the entitlements are known and there is a complete disclosure of the terms of the DDA to the City Council and public.

THE LADOT REPLACEMENT PARKING GARAGE IS SEPARATE FROM THE AFFORDABLE HOUSING PROJECT.

This is not a typical affordable housing project and City Council members need to understand the flaws triggered by its design concept: there is a LADOT public parking garage in the center of the east project site and the housing project wraps around it like a donut.



Parking garage (top), sited in middle of lot (center), housing surrounds (bottom).

A new Council File 22-0496 was opened by the City Clerk when the Housing Department submitted an April 27, 2022 report recommending the City Council authorize it to execute a DDA, and turn over control of land to the developer – **even though the developer has not completed either the City or Coastal Commission entitlement approval process.** This placement of the cart before the horse alone justifies the City Council continuing this item to a date uncertain when the entitlement process is completed. **It would be irresponsible for the City Council to turn over the land when the developer has not yet secured all entitlements.**

HOUSING DEPARTMENT STAFF MADE MISTAKES IN ITS REPORT.

The Housing Report dated April 27, 2022 attached a set of plans dated January 7, 2020. Those plans were **not the plans dated May 12, 2021** approved by the City Council on December 1, 2021. Thus, the Housing Department's report erroneously attached the wrong, January 7, 2020 plans that were preliminary to the approved plans.

Additionally, the Housing Department's draft Term Sheet at pages 2 and 3 erroneously referred to parking space numbers for the LADOT East Garage as 244 spaces and not the 252 parking spaces that were part of the approved plans. Additionally, the Term Sheet at page 5 erroneously referred to parking space numbers for the residential portion of the parking garage on the west site as 61 parking spaces and not the 57 parking spaces for that garage in the approved plans dated May 12, 2021.

Why did the Housing Department refer to a 244 parking space number for the LADOT parking garage? There exists an as-yet-undisclosed set of Project Plans circulating among City officials and the developer dated February 7, 2022 that would reduce the committed parking down to 244 parking spaces. A copy of these undisclosed plans is attached at **Exhibit 1**. Thus, the Housing staff report and Term Sheet erroneously inserted the coming reduction of parking spaces before it had been sought by the developer or disclosed publicly.

The Three Sets Of Project Plans For LADOT Project Conflated By Housing Staff			
Date	Plans Description	LADOT Parking Spaces	Attached To:
January 7, 2020	Preliminary Plans not adopted	252	April 27, 2022 Housing Report
May 12, 2021	Entitlement Plans (ver. 6) approved by City Council on December 1, 2021	252	June 3, 2022 CAO Addendum
February 7, 2022	Further revised Plans the developer actually intends to build but has not disclosed.	244	Exhibit 1 hereto

The existence of evidence of the continuing redesign of the approved May 12, 2021 plan establishes proof that neither the developer nor City officials have determined the actual design of the proposed City-financed and City-owned LADOT parking garage on the east site of the Project. These plans **materially differ from the Plans approved on December 1, 2021 as the entitled building plans.**

THE HOMELESSLESS AND POVERTY COMMITTEE CONTINUED THE ITEM ON MAY 26, 2022 WITHOUT EXPLANATION.

In the face of strong community objections to the proposed effort to lock in the Project with an executed DDA, on May 26, 2022, the item was continued to the next meeting on June 9, 2022. No reasons were given for the continuance. But subsequent changes to the Council File establish the continuance was based upon Housing Department errors and objections interposed by the community.

THE CAO ADDENDUM SEEKS TO RETURN THE LADOT PLANS AND TERM SHEET FOR THE DDA TO THE MAY 12, 2021 APPROVED PLANS.

The CAO knows that a Term Sheet and DDA execution must conform to the Plans approved by the City Council, and NOT to anticipated future modifications of the Project that have not yet been proposed or approved. The June 3, 2022 CAO Addendum to its previous report corrects these errors, but fails to disclose to the City Council or public why these errors occurred in the first place. They occurred because the Housing Department inserted into the proposed Term Sheet and DDA the developer's desired number of parking space commitments to the LADOT parking garage instead of the higher number it is currently obligated to provide. The Housing Department therefore tried to execute a Term Sheet and DDA inconsistent with the approved plans.

Councilmember Mike Bonin's term is running out. If the CAO and Housing Department disclosed the February 7, 2022 Plans in **Exhibit 1** or the Concept Memo for the LADOT parking garage attached hereto at **Exhibit 2**, there is a risk that City Council colleagues of Mr. Bonin would realize that the Project is not final. The Concept Memo suggests the number of committed parking spaces in the LADOT parking garage will be further reduced to just 240 parking spaces. The Project thus remains in flux.

And if City Council members realized that they would have to consider revised land use entitlements in the future (to further reduce the committed parking spaces and entitlements for the LADOT parking garage), they would realize the effort to rush the Project to DDA execution right now is calculated to lock in their future decision-making discretion. **Mr. Bonin and City officials are trying to force this City Council to commit to the Project without disclosing its ongoing redesign shown in the Exhibits attached to this letter.** This analysis is just one example why Item No. 5 of the Homelessness and Poverty Committee June 9, 2022 meeting agenda is a request to sign a binding DDA missing its most critical parts.

The CAO and Housing Department have solemn public duties to provide accurate, complete and truthful information to the City Council and public that they serve. **Therefore, Item 5 on the Committee's meeting agenda for June 9, 2022 should be continued to a date uncertain until the developer is required to disclose the new Project designs, seek and receive the new entitlements, and the Coastal Commission entitlements are determined.**

THE CAO CLAIM THAT THE PROJECT HAS "NO IMPACT" ON THE GENERAL FUND FAILS TO DISCLOSE THAT REPAYMENT OF THE LADOT GARAGE DEBT FALLS ON THE GENERAL FUND IF REVENUES OF THE NEW GARAGE FALL SHORT.

The CAO's new report continues to contain the following statement which is significantly both in error and misleading:

"There is no impact to the General Fund. Potential project funding sources include State grants, loans, or tax credits, Project-Based Section 8 vouchers, Affordable Housing Managed Pipeline funding, and private financing, among others. The revisions in this report addendum will not result in an additional cost to the City, and no funding commitments are being made at this time."

This statement ignores the fact, as detailed on page 3 the previous May 20, 2022 CAO Report that the DDA commits the City to a Project which necessitates the City replacing the existing public parking on the site. This is accomplished via the construction of a parking structure necessitating expending estimated debt service for the LADOT public parking garage of \$19,490,000, which includes interest of approximately \$7,844,000. This equates to the City spending \$143,309 for each of the 136 affordable units, **just in replacement parking costs alone**. The DDA thus obligates the City to replacing a revenue generating parking lot, with a parking structure the City does not have the funds to pay for, and which necessitates borrowing by the City in the form of bonded indebtedness. The cost of the replacement parking garage has been improperly omitted from briefing materials to City Council related to the Pro Forma. **The City Council has not been shown the true cost of the affordable units.**

Additionally, the CAO fails to acknowledge potential impacts to the General Fund if the garage revenues fall below that necessary to service the debt payments. The Municipal Improvement Corporation of Los Angeles (“MICLA”) bonds are backed by the General Fund. The community has submitted substantial evidence that the LADOT parking garage will be high-priced (driving low-income beach users to cheaper lots) and the complexity of the parking method will likely slow service to the point the potential customers will divert to other parking lots. Right now, Lot 731, the lot the City proposes to use for this Project, generates a significant profit, but when the parking is crammed into the LADOT parking garage, there is no guarantee the revenues minus the much higher expenses will yield sufficient funds to pay the Project debt service. This is another reason City Council should focus on the credibility of certain studies prepared for LADOT related to the proposed LADOT parking garage. But that has not been done. The LADOT process has been conducted in secrecy from the public and this Council.

ALL OF THE DDA EXHIBITS ARE OMITTED, DENYING CITY COUNCIL FULL ASSURANCES THE PROJECT IS COMPLIANT WITH REQUIREMENTS.

The April 27, 22 Housing Department Report also contained the text of the proposed DDA. The DDA being presented to the Committee for review and approval recommendation lacks the following important Exhibits:

Part I of Exhibits:

- A. Site Map
- B. Legal Description
- C. Schedule of Performance and Milestones
- D. Scope of Development
- E. Project Budget [Intentionally omitted]
- F. Form of Assignment of Agreements, Plans, Specifications and Entitlements
- G. Form of Statutory Request for Notice
- H. Form of Regulatory Agreement
- I. Form of Notice of Affordability Restrictions [intentionally omitted]
- J. HUD Requirements
- K. Form of Ground Lease

This City Council is thus being asked to act on this item without having access to the full

agreement for review, including without a defined Project Description, without defined affordable housing requirements, and without defined lease terms. **Council should never be asked to enter into a DDA without first having the opportunity to review and question the full agreement.** Neither Council nor the public knows the form, content, accuracy or appropriateness of these important exhibits to the DDA, because they have not been made available for review.

This is a problem. For instance, there is a Form of Assignment of Agreements, Plans, Specifications and Entitlements. The City entitlements have been granted to the Hollywood Community Housing Corporation and the Venice Community Housing Corporation. There is no basis to permit the entitlements to be assigned to another entity. These two corporations are jointly and severally obligated to carry out the obligations of the DDA. They were the entities that responded to the RFP to develop this City land, and the City staff proposes to award the DDA to an entity other than those that responded to the initial RFP process. The failure of the Housing Department to disclose the content of the Form of Assignment deprives the City Council and public from understanding where the obligations lie for completion of the Project and enforcement of all obligations.

LACK OF THE FULL DDA COULD OBSCURE A LOOPHOLE ALLOWING THE PROJECT TO HAVE LESS THAN 100% AFFORDABLE HOUSING

The Regulatory Agreement which governs affordability requirements and all of the Part 1 Exhibits (A-K) are missing from the DDA in the Council file. The Regulatory Agreement is particularly important as it specifies the affordability requirements. This Project is being justified on affordability grounds and as Permanent Supportive Housing, yet the DDA provides for the possibility that not all of the units will be affordable units, saying in Section 7.2:

“In the event the Project contains both Affordable Units and dwelling units that are unrestricted as to rents and incomes, the Affordable Units shall to the maximum extent feasible be comparable to unrestricted units with the same number of rooms, in terms of size, location and amenities.”

Why is this provision even contemplated in a project publicly solicited as a 100% affordable housing project? What would constitute “to the maximum extent feasible”? The City Council can’t know the Project’s affordability requirements, and if they are consistent with the RFP process used to select the developer because the Regulatory Agreement is missing from the DDA made available to the public by City staff.

Furthermore, DDA Section 7.10 - Regulatory Agreement says the Regulatory Agreement (which governs affordability) “shall have a term of not less than 55 years from the COO.” It’s a 99-year lease. The DDA leaves open the possibility of the Regulatory Agreement not applying to 44 years of the lease and thus no requirement for affordability after year 55. **It would be inappropriate for the City to lease this valuable land without requiring that all units be affordable for the full term of the lease, or fail to recover the full market value of the land given by the City to the developer under the Lease.**

THE PROPOSED DDA CONTAINS NO REQUIREMENT THAT THE DEVELOPER COMPLY WITH ALL FUNDING CONDITIONS OF THE CEQA EXEMPTION.

There is no requirement in the DDA that the developer comply with the funding conditions for a CEQA Exemption. Given how the funding is described by the Housing Department in their introductory narrative and in the developer's Pro Forma, it is not possible for members of the public to tell whether or not the developer meets the funding requirements for the CEQA exemption from the way the funding is described.

Also, the DDA allows the developer to change the amount of money per funding category in the financial plan, which would allow for zeroing out funding that complies with the CEQA Exemption. (see DDA Section 3.2a.i.) The developer does not need to submit the financing plan until 20 days before Closing and has 24 months after DDA execution to demonstrate evidence of financing. This is not a transparent process to assure conformity with basic legal requirements.

The DDA must require compliance with the funding specifications in Public Resources Code section 21080.27(3), and if funding does not comply at any point, then the DDA must specify that any and all permits and entitlements shall be null and void and that an EIR shall be required prior to issuance of any new or replacement permits or entitlements.

THE MISMATCH OF THE LAND LEASE PERIOD AND ENFORCEABLE OBLIGATIONS TO PROVIDE AFFORDABLE HOUSING ARE AS WASTE OF TAXPAYER ASSETS.

The developer's Pro Forma asserts, without any supporting evidence, that the "Fair Market Value" of the beach property proposed for transfer to it is only \$3.3 million. Such a contention is preposterous when single lots across the street without a commercial zoning designation have recently sold for \$1.75 million each. This Project dedicates 40 of those taxpayer-owned lots to this Project. Thus, the DDA ought to better protect taxpayers from an absolute lining of the pockets of the developer, and the real cost of the taxpayer contribution ought to be added into the Pro Forma. **When the real cost of the Project is summed and divided among the 136 affordable units, the average cost per unit is well over \$1 million. Is the City Council prepared to defend this wasteful cost of building affordable housing?**

The DDA obligates the City to the leasing of incredibly valuable land (conservatively estimated at \$60 to \$70 million) for a term of 99 years for One Dollar a year for at least the first 55 years of the Ground Lease.

A lot can happen in 99 years - in the City's first 99 years it belonged to three separate countries.

The DDA only requires the Regulatory Agreement governing affordability to apply for 55 of those 99 years, and the DDA leaves open the possibility that not all the units will be affordable.

What is the City agreeing to? Neither the public nor the City Council can know because the DDA in the Council file is missing most of the key exhibits, the General Plan Amendment for the Project is in flux and not yet reapproved with amendments, there are changing versions of

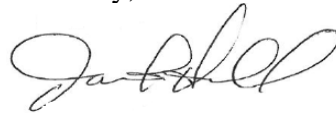
the Project parking plans, and important environmental analysis has not been conducted for the Project.

CONCLUSION

The Coalition objects to the Project. Moreover, Coalition hereby adopts all project objections, comments, and all evidence/studies submitted in support of project objections, and specifically requests that the City print out or attach to the Council file each and every hyperlinked document cited in all comment letters in the administrative record for this Project. Additionally, because the proposed execution of the DDA is activity related to the Project entitled by the City Council, we incorporate by reference the entire contents of City Council Files Nos. 21-0829 and 21-0829-S1. Additionally, please confirm that the City Clerk has placed an accurate and complete copy of all of our correspondence, including this letter, in each of the following City Council Files: No. 22-0496, No. 21-0829 and No. 21-0829-S1.

I may be contacted at 310-982-1760 or at jamie.hall@channellawgroup.com if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jamie T. Hall', written in a cursive style.

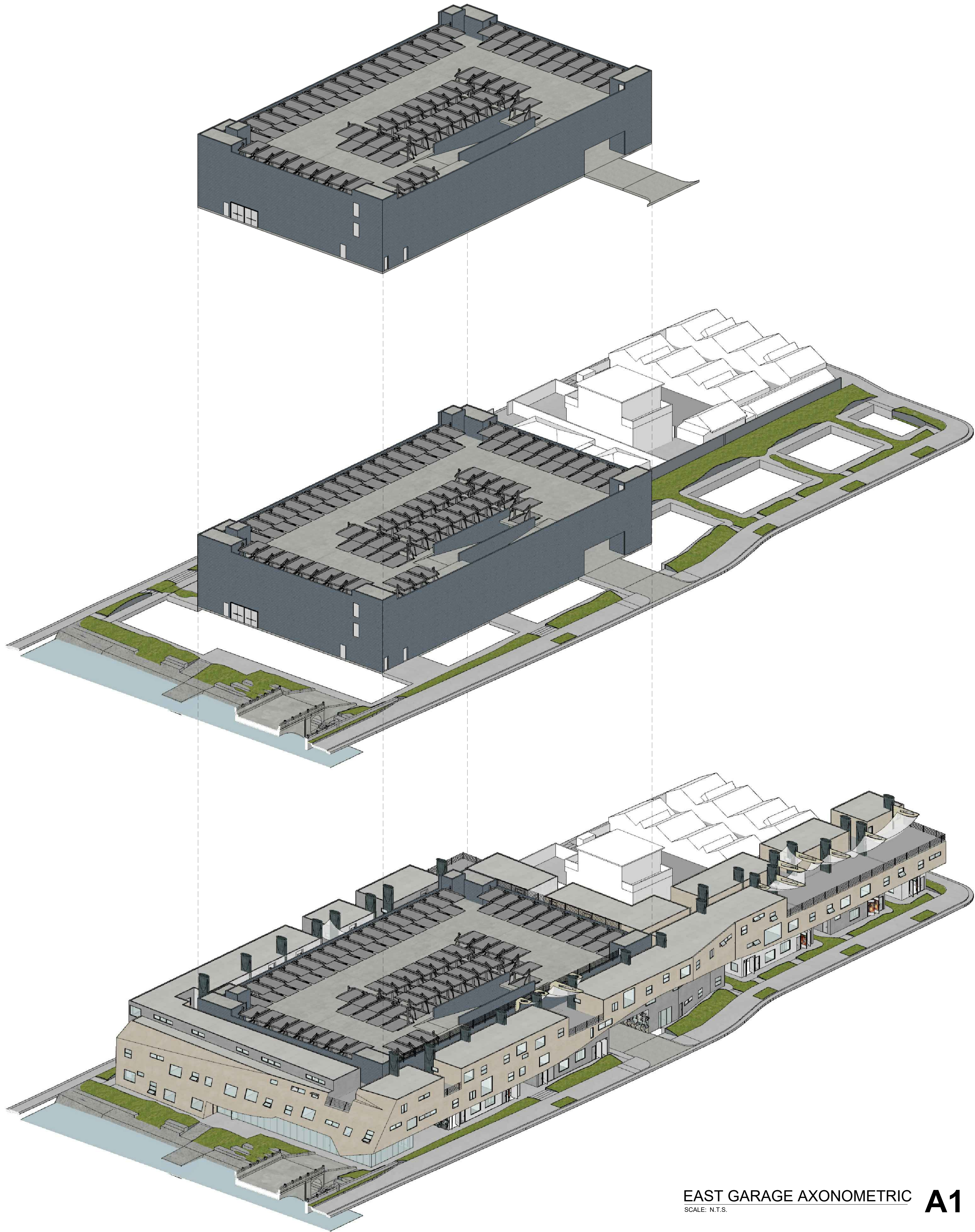
Jamie T. Hall

Encl.

Exh. 1 – Garage plans dated February 7, 2022

Exh. 2 – March 2022 Concept memo for parking garage

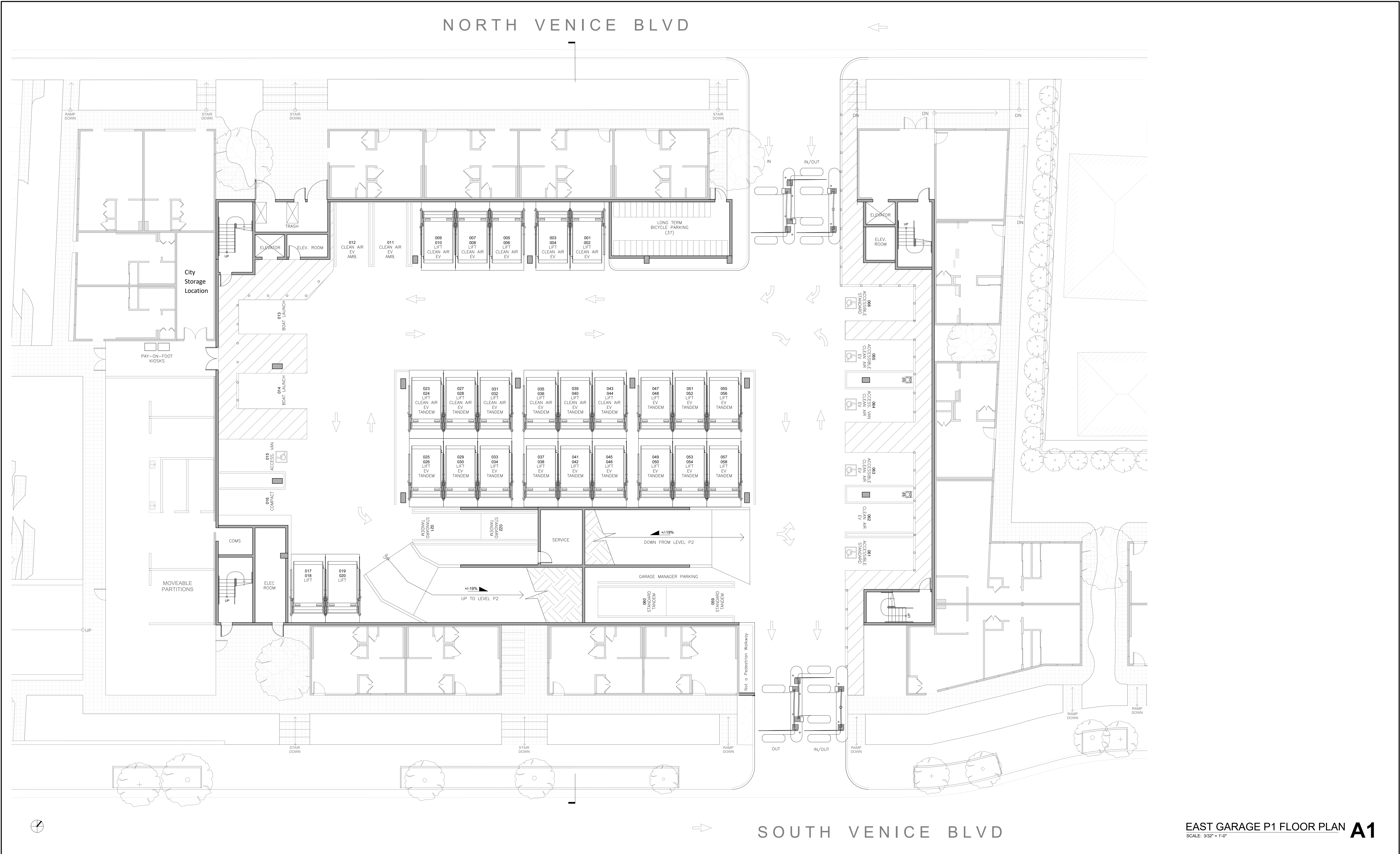
EXHIBIT 1



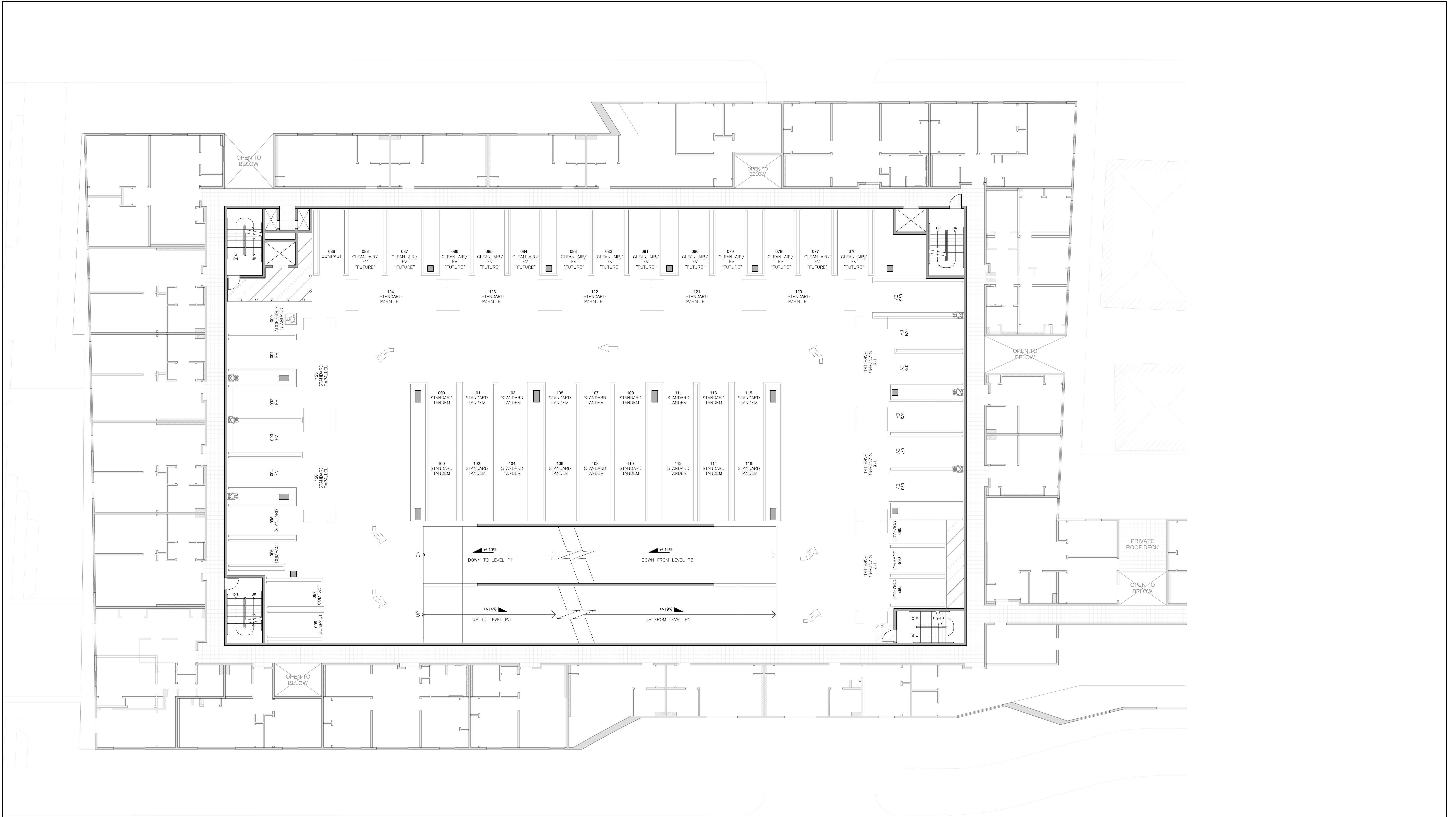
EAST GARAGE AXONOMETRIC A1
SCALE: N.T.S.


	Parking Tabulations														
	Std.	Comp.	Attenda nt Assist.	Self-Par k EV/C.A.	Mech Lift (Lower Vehicle)				Mechlift (Upper Vehicle)			AS2	VA2	EV AMB.	Boat Launch
					Std.	Tand.	EV	Tand. EV	Std.	Tand.	EV				
Grade	0	1	4	1	2	0	5	18	7	18	0	4	2	2	2
2F	1	7	28	23	0	0	0	0	0	0	0	1	0	0	0
3F	0	0	0	0	45	14	0	0	45	14	0	0	0	0	0
Sub Totals	1	8	32	24	47	14	5	18	52	32	0	5	2	2	2
Total Spaces	244														

PARKING DATA A1
SCALE: N.T.S.

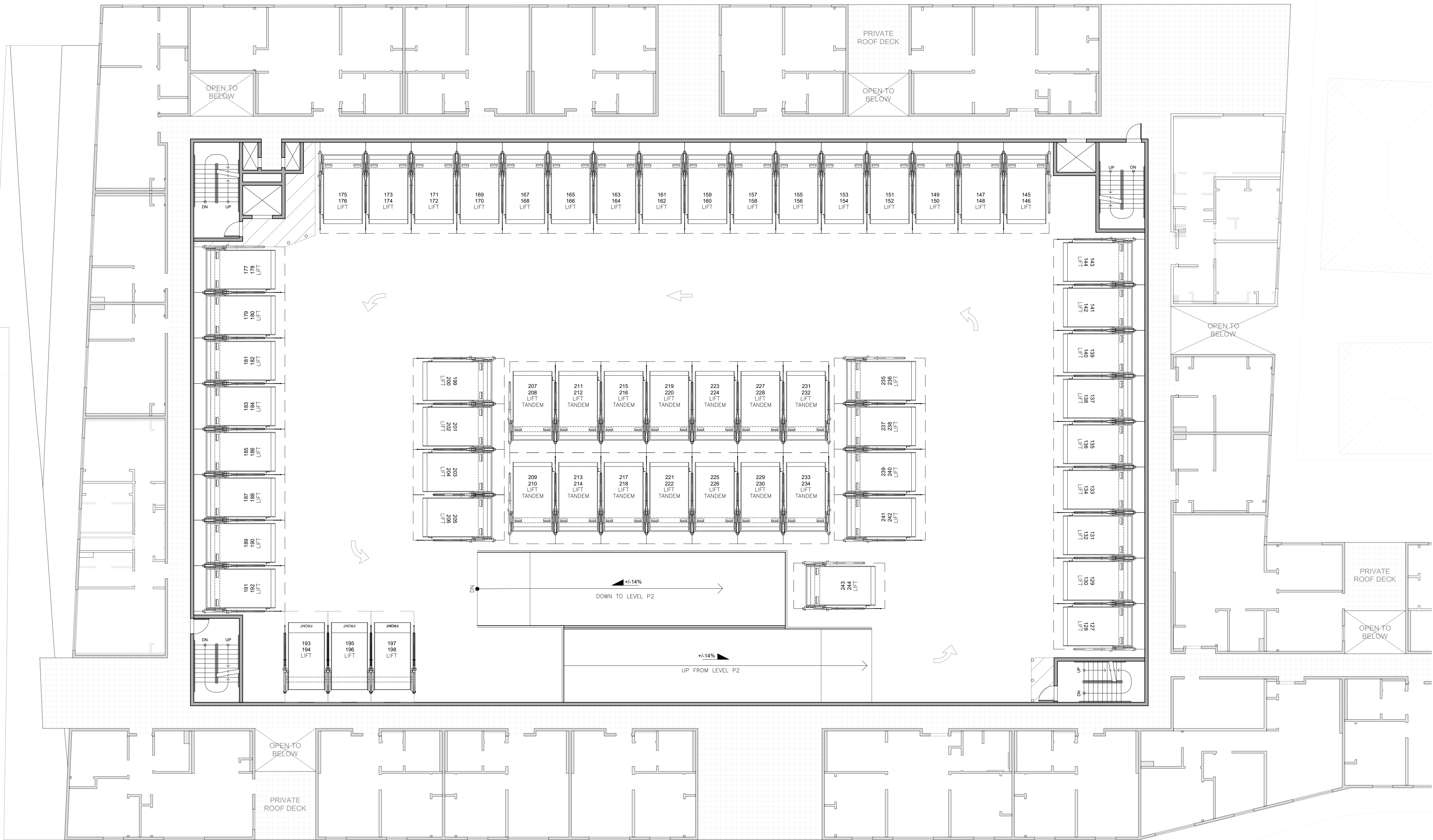


EAST GARAGE P1 FLOOR PLAN **A1**
SCALE: 3/32" = 1'-0"



 **EAST GARAGE P2 FLOOR PLAN A1**
SCALE: 3/32" = 1'-0"

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 **EAST GARAGE P3 FLOOR PLAN A1**
SCALE: 3/32" = 1'-0"

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NOT FOR CONSTRUCTION

PRINT RECORD					
DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV
12/12/18	ENTITLEMENT DRAWINGS	1	05/12/21	ENTITLEMENT DRAWINGS	6
01/07/20	ENTITLEMENT DRAWINGS	2			
07/03/20	PVP COMMENT RESPONSE	3			
10/16/20	ENTITLEMENT DRAWINGS	4			
03/31/21	ENTITLEMENT DRAWINGS	5			

PROJECT TITLE
REESE DAVIDSON COMMUNITY

SHEET TITLE
P3 LEVEL

SHEET NUMBER
A1.03
DATE: **02/07/22** REVISION: **6**

EXHIBIT 2

1. Purpose
2. Description of Facility
3. Management Organization
4. Public Parking Revenue and Financing Limitations
5. Public Parking Control Equipment & System Function
6. Public Parking Garage Space Allocation
7. Public Parking Rates & Pricing Plan

I. Purpose

The Public Parking Management Plan is a planning document prepared for the City-owned public parking component of the Venice Dell Community Project (“Project”), part of the City’s Affordable Housing Opportunity Sites program. It is designed to provide:

- the management plan and policy for the public parking facility in general
- management and policy for the procurement and retention of a professional parking operator
- the operational context by which a public parking agreement can be prepared with private developers
- the operational plan and policy for parking patrons who will be utilizing the public parking facility.

On December 14, 2016, the Los Angeles City Council approved the selection of the Developer for the purpose of creating, in conjunction with the City and community stakeholders, a full development plan for the Project (Council File: 16-0600-S145). Developer includes:

- Venice Community Housing Corporation, located at 200 Lincoln Boulevard, Venice, CA, 90291 (“VCH”);
- Hollywood Community Housing Corporation, located at 5020 Santa Monica Boulevard, Los Angeles, CA, 90029 (“HCH”) collectively with VCH.

The Developer and the Los Angeles Housing and Community Investment Department (“LAHCID”) have entered into an Exclusive Negotiation Agreement (“ENA”) dated January 12, 2017, as amended and as may be amended, restated, supplemented, or otherwise modified from time to time. The ENA pursuant to which the Developer and LAHCID agreed to negotiate the terms of a Development and Disposition Agreement (the “DDA”) and/or a ground lease (the “Ground Lease”) pertaining to the Project Site.

As part of the Project, the Developer will replace the existing 196-space surface lot currently on the Project Site with a new parking structure on a portion of the lot. On or about July 1, 2020, the

Developer issued a Request for Proposals (RFP) seeking a parking partner to lead the design, build, finance, operations, and maintenance (“DBFOM”) of an above ground parking structure (the “Public Garage”) to be located on the Project Site and service the parking needs of the general public.

The Project will be developed at the Project Site, which is currently approved as a surface parking lot consisting of 196 parking spaces, known as Municipal Lot 731 located at 200 N. Venice Boulevard, Venice, CA. The current Project plans call for the construction of 140 residential units, 68 units for people experiencing homelessness, 34 units for artists, 34 units for low-income households, and 4 units for property management staff. On-site services and amenities include trained professional supportive services staff, community space for tenant services and activities, arts, health and wellness services, private parking, a community arts center, and job development opportunities.

The Project Site is divided by a canal which creates two distinct sites, East Site and West Site. The Project will be developed utilizing a multiphase approach comprised of two phases. The West Site will be developed during Phase 1 and will contain 63 residential units and above ground parking for residents’ use. The East Site will be developed during Phase 2 and will contain a 3-level parking structure for public use and 77 residential units. The parking structure will replace the existing 196 spaces of Municipal Lot 731 and will serve transient parkers. All resident parking will be accommodated in the parking garage on the West Site.

The City designated parking operator shall at all times properly operate, or cause to be properly operated, the facility in an efficient and economical manner consistent with good business practices. They shall maintain, preserve, reconstruct, and keep the same or cause the same (except for ordinary wear and tear) to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part of parcel thereof, in good repair, working order and condition. They shall from time to time make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the system may be properly and advantageously conducted. The parking operator shall at all times charge and collect flat rate and/or demand-based fees, rents and other charges for parking access and shall adjust said fees and charges, within constraints set by the Coastal Commission and the City’s Transportation Commission, from time to time so that:

1. Net Revenues will be at least sufficient in each fiscal year, together with other pledged revenues, for the payment of the sum of:
 - a. An amount equal to the semiannual payments of Debt Service for such Fiscal Year; and
 - b. All other charges or liens whatsoever payable out of revenues of the System during such fiscal year as approved in the annual operating budget.

II. Description of Facility

The Venice Dell Community affordable housing project includes the proposed Venice Dell Community Public Parking Garage (facility). It is to be an approximately 240-space, three-level public parking facility planned to accommodate predominately public, or transient traffic. This proposed public parking facility will be located on the eastern portion of an existing City of Los Angeles municipal parking lot. It will be within a wrap of residential space which limits the footprint to roughly 116'-0" wide by 189'-0" in length. A 35'-0" height limit exists for the site and proximity to the ocean is a limiting factor for subterranean structures. Therefore, a slab-on-grade design is being proposed. Due to the building envelope limitations, achieving a parking capacity of up to 240 spaces requires the use of both tandem parking and individual vehicle lifts. Therefore, the present garage configuration is as follows:

- P1 (grade) level – approximately 15'-0" clear height to ceiling and will include mechanical vehicular lifts.
- P2 (self-park) level – approximately 10'-6" floor-to-floor height with no mechanical vehicular lifts. This parking level will be the self-park floor level.
- P3 (roof) level – this level is planned to include mechanical lifts (and roof-top support structure) that will stay within the 35'-0" height limit.

Parking Design Group (PDG) has determined that short-span structural construction is the best approach for this parking structure employing approximately 10" thick concrete slabs without the use of drop heads or thickened beams. Our improved design includes the use of one-way traffic flow throughout the facility with the use of an opposing ramp system that will provide vehicle traffic flow between levels.

III. Management Organization

In response to the RFP seeking a parking partner for the Public Garage, Park Green[®] LLC with Parking Design Group, LLP (PDG) submitted a proposal and was selected by the Developer as their preferred parking partner to assist with the design and parking management plan.

The parking operation and routine maintenance of the system will be provided by a professional parking operations firm that will supply all personnel, from system manager to individual parking facility managers, attendants and maintenance personnel. The parking operator has the primary advantage of retaining only those personnel that are required to operate and maintain the facilities as conditions fluctuate.

Selection of the parking operator will be undertaken on a competitive selection basis through the publication of an RFP. Preparation and distribution of the RFP, undertaken by the City, and will be sufficient to elicit response from nationally or regionally known operators as well as those currently in the Los Angeles market (list and final selection to be approved by the City). Selection

criteria will include both quantitative measures (e.g., costs and fees) and qualitative measures (e.g., qualifications and references).

The new parking structure has been designed to be user friendly. The operations should also reflect that goal. Operational emphasis should be given to:

- Sustainability
- Convenience
- Security
- Cleanliness
- Customer Service

IV. Public Parking Revenue and Financing Limitations

(TBD)

V. Public Parking Vehicular Access, Control Equipment & System Function

North Venice Boulevard is situated just north of the garage and has one-way southwest bound traffic. South Venice Boulevard is situated just south of the garage and has one-way northeast bound traffic. The garage will be equipped with double-lane access points on both North Venice Boulevard and South Venice Boulevard. The design will include reversible lane equipment so that each access point can accommodate two-way or one-way entry and exiting traffic.

The reversible lane equipment configuration has been priced and will be addressed by the team during the schematic design phase.

The Parking Access and Revenue Control System (PARCS) entry device will operate by a touch-screen display and/or buttons and may allow credentialing by dispensed ticket, credit card, barcode reader, and phone apps. Pre-paying at gate may also be available automatically via a tag on file or by credit card, barcode reader, or phone apps.

Prepaying by cash on entry in event scenario will be discouraged, but in those instances parking ambassadors will be advising cash patrons to pull a ticket and then pay cash at the pay on foot (POF) kiosk. In some peak event conditions, ambassadors can be at the lane to allow paying with cash upon entry.

The parking system will include entry devices configured to potentially offer four parking options, or tiers, for VDC public parking customers identified as Premium, Value, Economy or ADA (Americans with Disability Act represented by the International Symbol of Accessibility/ISA). Pricing for each tier will be displayed on exterior dynamic signage. Once parking selection is made, the space assigned to the customer will be conveyed to them visually and audibly at the entry device and a ticket will be dispensed. The customer will then locate their space via static and

dynamic signage. The parking guidance system (PGS) could also identify each space with a light/sensor fixture mounted above and displaying the corresponding parking tier color to the selected space:

- Purple for Premium
- Amber for Value
- Green for Economy
- Blue for ADA

Patrons selecting the Premium or Value tier upon entry will typically be sold a space on the P2 (self-park) level. (the quantity of spaces in each tier varies from day to day) This parking level will only have adequate clearance for vehicles to be parked on-slab. There is not enough clearance for single-space lifts as will be provided on the P1 (grade) and P3 (roof) levels. The P2 self-park level is also anticipated to handle most of the shorter-term traffic in the facility.

Patrons who choose the Economy tier, the size of which will also vary from day to day, will likely be directed to an attendant drop area where they will surrender their vehicle. These vehicles will then be parked in a P1 or P3 level space or placed on a lift above the on-slab space. Since Economy vehicles are surrendered it could be seen as a valet scenario, however tipping will be discouraged. Traditional type valet services may also be available at this facility.

Studies predicting inflow of vehicles by hour indicate that during the peak parking demand periods, approximately four (4) parking attendants would be needed, including the supervisor. However, during the off-peak parking demand periods, two (2) parking attendants would suffice.

If offered, valet attendants and a valet drop-off/pick-up area will be located on the P1 level. Visitors will receive a time-stamped ticket from the valet upon entry, the validated ticket will be returned to the valet who will then retrieve the car.

Upon departure a customer's ticket will be validated at the retail or restaurant visited (if validation is going to be offered by local establishments) or is surrendered at the POF kiosk. The ticket will be automatically read, validated and the fee will be calculated. If a fee is due, the payment system will allow for various types of payment, i.e., currency, credit cards, or debit cards. The validation system will provide free or discounted parking that may be offered. Upon payment of fee due at a POF station the individual will be issued a ticket that will be inserted into the ticket acceptor at the vehicular exit lane. The ticket acceptor will read the ticket and upon approval of the paid/validated ticket, the vehicular control gate will be lifted to allow exiting. This ticket acceptor can also provide payment options for any driver that fails to get validation or pay at a POF kiosk.

The hours of operation for the facility will generally be from 6:00 a.m. to 9:00 p.m. After 9:00 p.m. a roll-down grille at the vehicular entrances/exits will be activated for afterhours security. The maximum fees for public parking shall be commensurate with the rates charged at nearby City

of Los Angeles parking facilities, and as limited by the City Transportation Commission and/or Coastal Commission actions and may be adjusted whenever necessary.

Deliveries

No deliveries are anticipated to be made at the site that would interrupt normal daily parking operations of the facility.

VI. Public Parking Garage Space Allocation

The facility is currently designed to contain approximately 240 parking spaces, which is comprised of:

- 13 Standard Spaces
- 11 Compact Spaces
- 2 (may increase to 4-5) Boat Launch Spaces
- 60 Tandem and Aisle Spaces
- 86 Mechanical Lift Spaces (both lower and lifted spaces) (all lifts at uniform, maximized clear dimension between posts) Feb 28 email.
- 58 EV Spaces (including mechanical lift EV)
- 2 Accessible
- 1 Van Accessible
- 3 EV Accessible
- 1 EV Van Accessible
- 3 EV Comfort Spaces (Ambulatory)

There will be a total of 29 Clean Air parking spaces based on CalGreen's requirement of 12%.

Signage or devices to provide directional/way-finding information and to facilitate safe ingress and egress will be installed inside the parking facility, as well as appropriate signage at vehicular entrances (subject to review and approval by the City of Los Angeles plan check). A sign visible to vehicles exiting the garage will be installed to prohibit right-turn movements on S. Venice Blvd. and N. Venice Blvd. as both are one-way streets.

VII. Potential Public Parking Rates and Pricing Plan

- Potentially offer three different prices to consumers across three tiers - Premium, Value and Economy.
- Parking rates for the economy tier is based on the Tierra West Parking Study, Table 4 which indicates prevailing rates in the area, as well as proximity of this proposed facility to competing parking supply in the area.

- The Economy tier is predicted to accommodate approximately 80% of the patronage and may carry a preliminary hourly rate of \$4 with each of those spaces predicted to turnover at a rate of 1.8.
- The Value tier is predicted to accommodate approximately 16% of the patronage and may carry a preliminary hourly rate of \$7.50 with each of those spaces predicted to turnover at a rate of 2.5.
- The Premium tier is predicted, at any given time, to accommodate just 4% of the patronage and may carry a preliminary hourly rate of \$15 with each of those spaces predicted to turnover at a rate of 6.0 per business day.
- If a customer selects “Premium” for example, and all ten of the Premium spaces are occupied, that customer will instead be sold the best available “Value” space in the tier. The following day or other time period, the system will add another space to the Premium tier, or leave the tier sized at ten spaces but increase the tier price to meet demand in real-time.
- The largest tier of parking patrons, economy, is intended to be priced so that it stays generally in line with, or slightly below prevailing parking rates in the area.

END OF PMP DRAFT