



CITY OF OAKLAND

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2017 JUN -1 PM 4:07

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Ryan Russo
Director, Department of
Transportation

SUBJECT: BART Parking Program
on Snell St at the Coliseum Station

DATE: May 18, 2017

City Administrator Approval

Date:

5/30/17

RECOMMENDATION

Staff Recommends That The City Council Adopt A Resolution Authorizing The Establishment Of A Bay Area Rapid Transit (BART) Preferential Permit Parking Program On Snell Street Between 69th and 75th Avenues For The Daily Use By BART Riders At The Coliseum Station.

EXECUTIVE SUMMARY

The purpose of the proposed resolution is to establish and define a BART preferential permit parking program on Snell Street for daily use by BART riders at the Coliseum Station, supporting planned parking mitigation efforts related to the Coliseum Transit Village development.

BACKGROUND / LEGISLATIVE HISTORY

The CTV Phase I Project is a 110-unit, mixed-income, transit-oriented development project planned on the 1.3-acre portion of the Coliseum BART Station parking lot. The project team includes the Oakland Economic Development Corporation (OEDC), Urban Core Partners, LLC (Urban Core), BART, and the City of Oakland. The CTV Phase I Project will be a 50% affordable and 50% market rate residential rental project.

To mitigate the loss of 164 parking spaces on the existing BART parking lot, the City Council adopted Resolution No. 85932 C.M.S. on December 3, 2015 directing staff to negotiate and execute an MOU with BART to provide BART parking on Snell Street between 69th and 75th avenues.

CVC Section 22507 allows local authorities, by ordinance or resolution, to establish preferential parking programs on public streets. This is the basis for the proposed resolution.

Item: _____
Public Works Committee
June 13, 2017

ANALYSIS AND POLICY ALTERNATIVES

The Coliseum Transit Village (CTV) Phase I housing development will result in the loss of approximately 164 BART parking spaces at the Coliseum station (see **Attachment A**). On December 3, 2015, the City Council adopted Resolution No. 85932 C.M.S. directing staff to negotiate and execute, among other financial agreements and funding partners, a Memorandum of Understanding (MOU) with BART to provide parking on Snell Street between 69th and 75th avenues for daily use by BART riders (see **Attachment B**).

California Vehicle Code (CVC) Section 22507 allows local authorities, by ordinance or resolution, to establish preferential parking programs on public streets limiting parking to only "members of organizations, professions, or other designated groups," categorically including the above-mentioned BART riders from the Coliseum Station. Section 22507 is the same State code by which the City established its Residential Permit Parking Program, prescribed in O.M.C. Title 10, Chapter 44.

A preferential parking program on Snell Street limiting parking to BART riders on weekdays will offset the loss in BART parking by approximately 112 spaces. The user fee will be the same as that for the Station's parking lot. BART riders using the parking area shall have the right to park automobiles in the parking spaces at any time, but BART will charge a fee for, collect, and share 50% of the revenues with the City from usage of the parking spaces weekdays between the hours of 4:00 a.m. and 3:00 p.m.

In addition, BART will charge, collect, and share 50% of the net revenues with the City from the use of approximately sixty (60) of the parking spaces for certain special events, such as professional sporting games, concerts and other major events at the Coliseum and Oracle Arena.

BART riders will continue to pay for parking at the current pay stations within the BART system directly behind the fare gates. The parking restrictions along Snell Street and at the City-owned lot at 7001 Snell Street will be enforced by BART parking enforcement.

The City has already constructed twenty (20) parking spaces on the City-owned parcel at 7001 Snell Street (see **Attachment C**) and now would like to provide the balance of approximately ninety-two (92) spaces along Snell Street between 69th and 75th Avenues.

In addition to the 92 spaces that will be created on Snell Street by the proposed resolution, the City has recently improved a small City-owned vacant lot into a surface parking lot consisting of approximately 20 parking spaces at 7001 Snell Street (APN: 041-4170-005-04). In total, approximately 112 spaces will be provided to offset the anticipated loss of 164 BART parking spaces.

The Snell Street alternative was identified and approved in Resolution No. 85932 C.M.S. as parking mitigation for the CTV Phase I Project. No other parking-replacement alternative was considered in the preparation of this resolution.

FISCAL IMPACT

Per Resolution No. 85932 C.M.S., the net revenues from the parking fees on Snell Street shall be distributed evenly between BART and the City. The City's portion will be placed in Fund 5650 (Coliseum Projects) with the project number to be determined. BART shall pay the City fifty percent (50%) of net parking revenue which will be calculated by subtracting any operating costs and expenses and parking enforcement costs directly related to the parking area from the gross parking revenue.

PUBLIC OUTREACH / INTEREST

Since 2014 many community meetings have been held to present the CTV Phase I housing development and solicit feedback from the public. In addition, the CTV Phase I Project was included in the Coliseum Area Specific Plan whose California Environmental Quality Act (CEQA) and Environmental Impact Report (EIR) process included over two dozen community meetings and hearings. The Specific Plan was adopted and approved in April 2015. Moreover, the CTV Project received its project entitlements through a CEQA Infill Exemption on January 4, 2015.

COORDINATION

The CTV Phase I project has been a partnership between BART, the developer and the City for many years, and this report and resolution was prepared with participation by the Economic and Workforce Development Department Project Implementation, the Public Works Department, and the Police Department (on-street Parking Enforcement). Staff has coordinated with the City Attorney's Office, Public Works, Planning and Building, as well as with Real Estate Services staff with the acquisition of the Snell Street parking lot parcel.

SUSTAINABLE OPPORTUNITIES

Economic: The shared BART parking on Snell Street will allow for the development of the CTV Phase I housing units that will increase much needed housing in Oakland. The CTV Phase I will create 110 mixed housing units which will complement and increase both affordable and market rate housing stock in Oakland as well as in the Coliseum area.

Environmental: The proposed transit-oriented development is expected to contribute to smart-growth by stimulating neighborhood use of the existing Coliseum area and with the latest sustainable design standards and materials incorporated into the project.

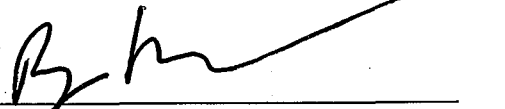
Social Equity: The proposed shared parking revenue and spaces will allow for BART parking in the immediate area of the Coliseum station. The retained parking will also allow the CTV housing development to move forward and provide additional affordable housing units and a positive stimulus to the neighborhood where the development of land is both welcomed and important to continue neighborhood growth and stability.

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends that the City Council Adopt A Resolution Authorizing the Establishment of a Bay Area Rapid Transit (BART) Preferential Permit Parking Program on Snell Street between 69th and 75th Avenues for the Daily Use by BART Riders at the Coliseum Station.

For questions regarding this report please contact Michael Ford, Parking and Mobility Programs Manager, at 510-238-7670.

Respectfully submitted,



Ryan Russo
Director, Department of Transportation

Reviewed by:

Wladimir Wlassowsky
Interim Assistant Director
Department of Transportation

Prepared by:

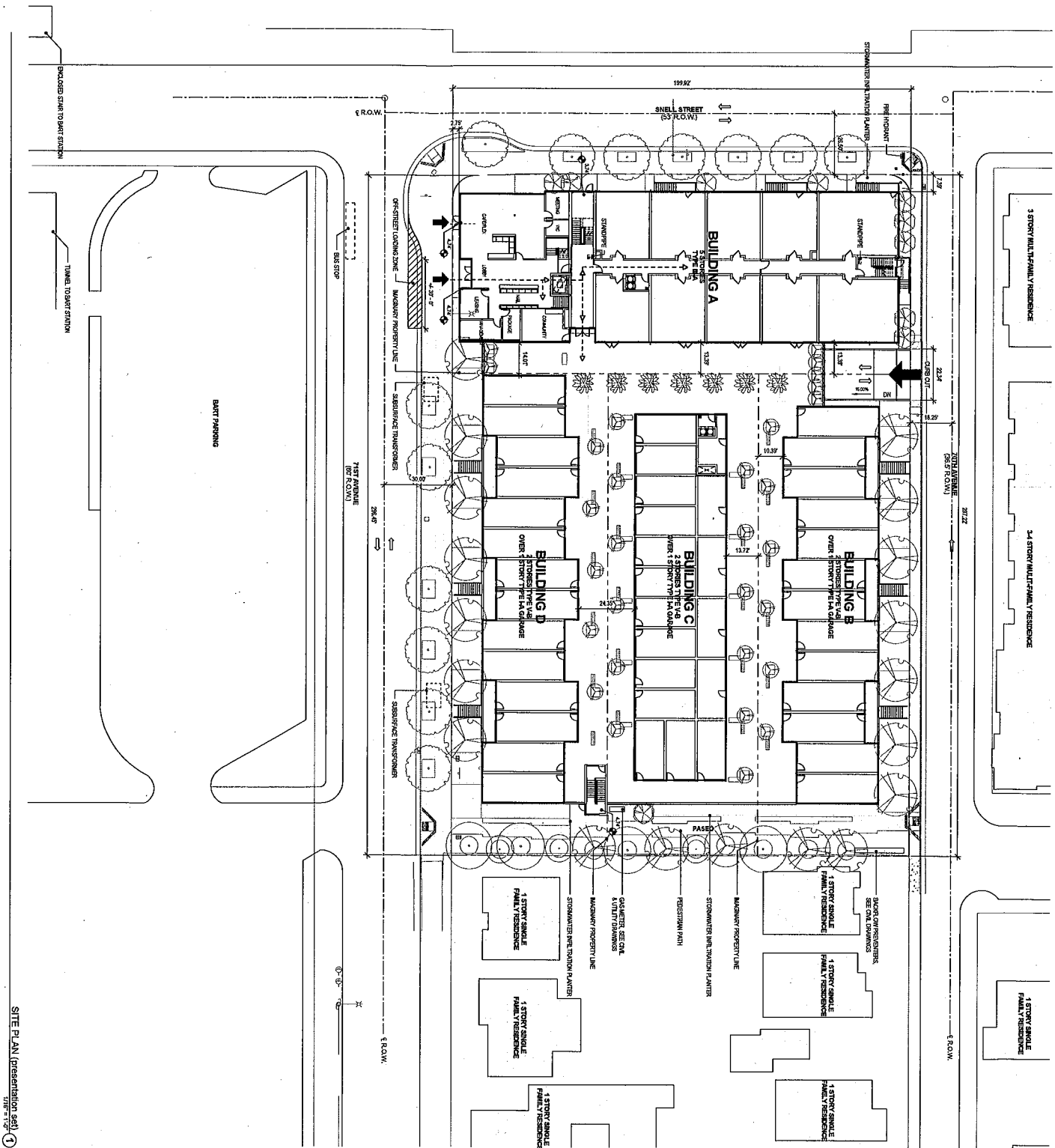
Michael Ford,
Parking & Mobility Programs Manager
Safe Streets Division

Theresa Lopez
Urban Economic Coordinator
Economic & Workforce Development
Department, Project Implementation

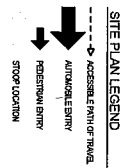
Attachment (3):

- A: CTV Phase I Housing Development
- B: City/BART MOU
- C: 7001 Snell Street Surface Parking Lot

Attachment A – CTV Phase I Housing Development



SITE PLAN (Presentation set) 1



A-100

RESUBMITTER - NOT FOR CONSTRUCTION

DATE: 02/20/18

NO. ISSUE: 02/20/18

WORK CD: 02/20/18

DATE: 02/20/18

TITLE: SITE PLAN

DATE: 02/20/18

PROJECT MARK

NOTE MARK

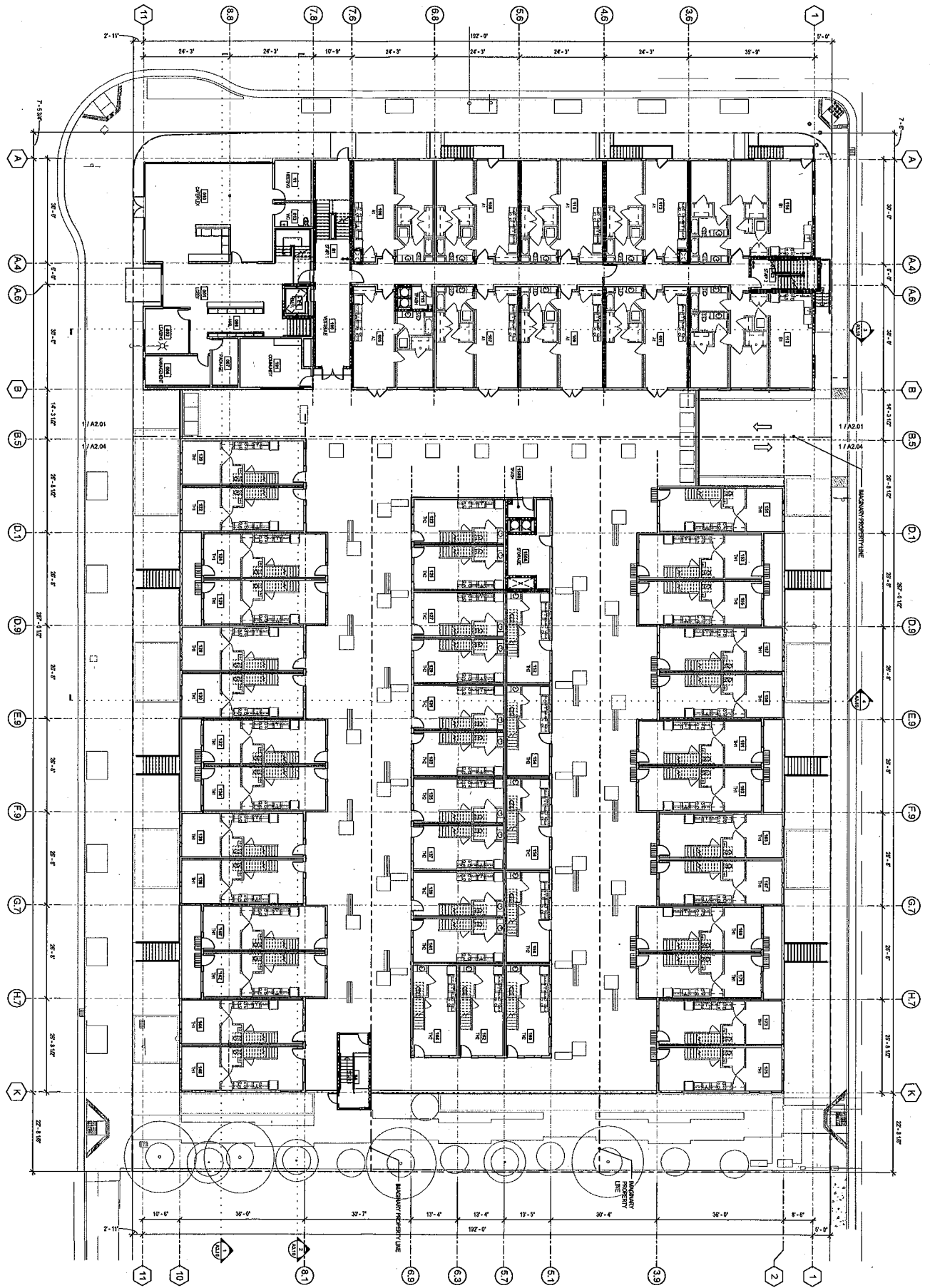
COLISEUM TRANSIT VILLAGE

71st Avenue and Snell Street
Oakland, CA 94621

PARTRK

Urban Core

Oakland Economic Development
Corporation - Urban Core
4801 Throckmold Avenue, Suite 315
Oakland, CA 94611



LEVEL 1
 PROJECT NORTH
 TITLE NORTH

A-102

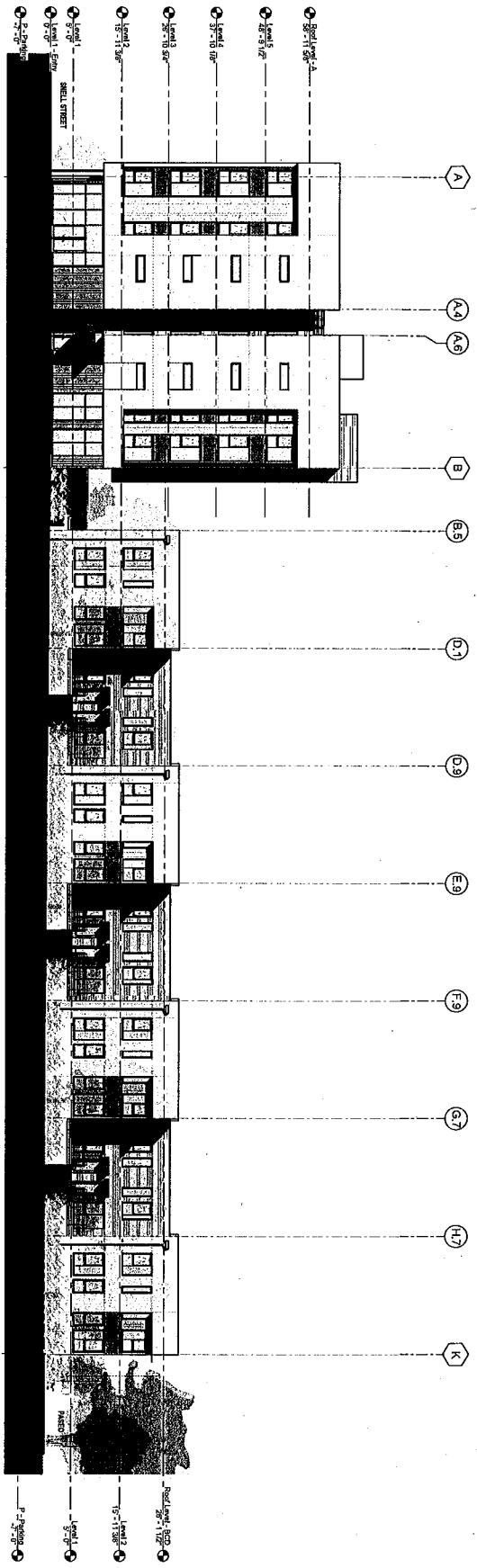
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2	ISSUE FOR CONSTRUCTION	07/18/2018
3	ISSUE FOR CONSTRUCTION	08/01/2018

REVISION SCHEDULE
 NO. ISSUE DATE
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 2 ISSUE FOR CONSTRUCTION 07/18/2018
 3 ISSUE FOR CONSTRUCTION 08/01/2018

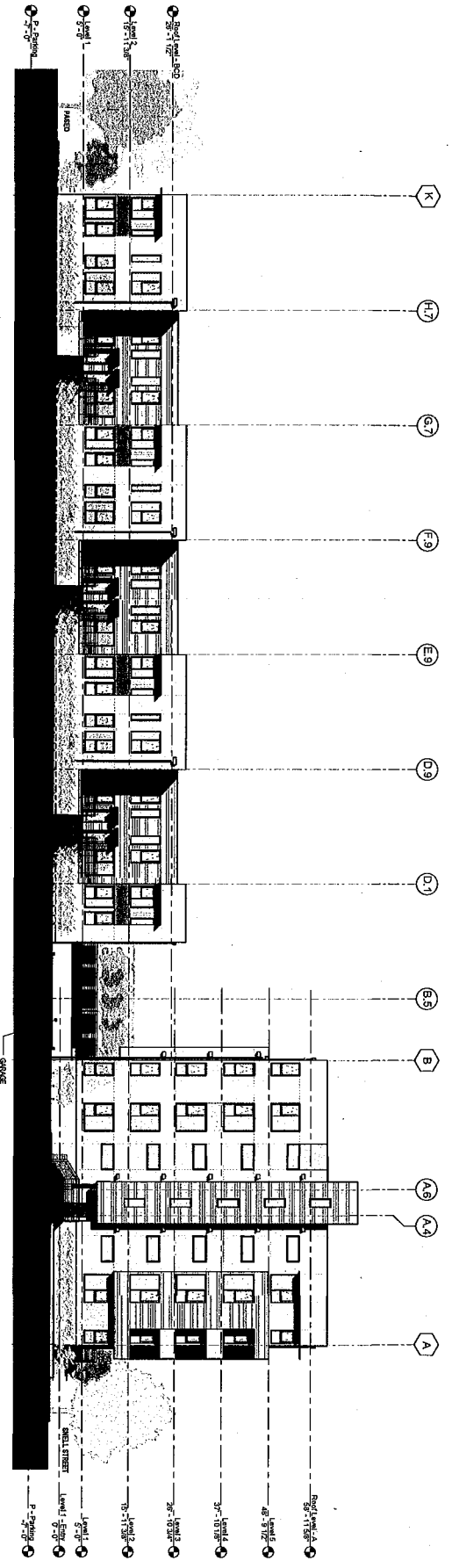
COLISEUM TRANSIT VILLAGE
 71st Avenue and Snell Street
 Oakland, CA 94621

UFCORP
 4800 Piedmont Avenue, Suite 313
 Oakland, CA 94612

PMATOK
 1000 Lakeside Drive
 Oakland, CA 94612



SITE ELEVATION - SOUTH (71ST AVENUE) ②



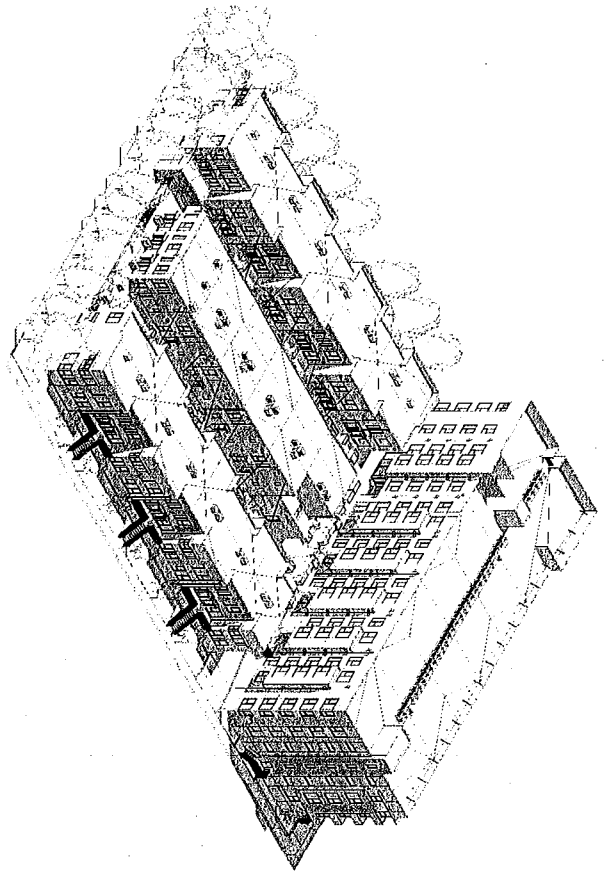
SITE ELEVATION - NORTH (70TH AVENUE) ①

COLISEUM TRANSIT VILLAGE

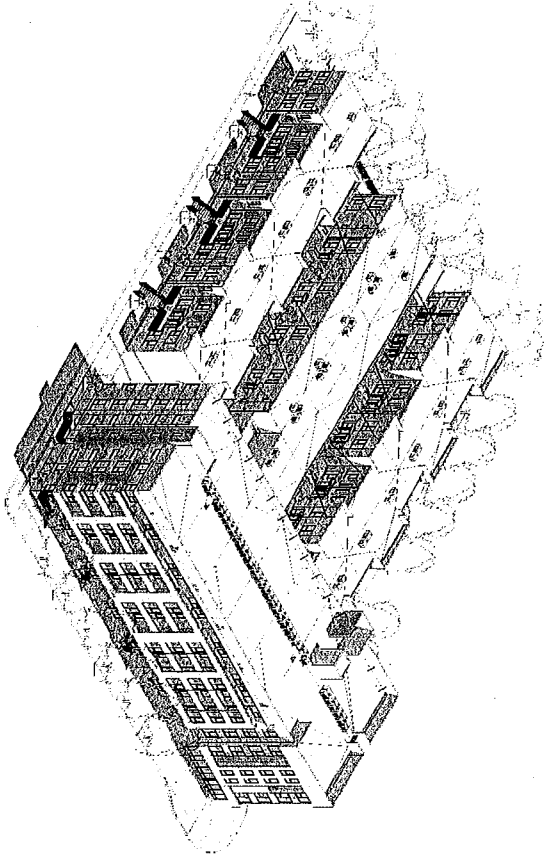
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 Oakland, CA 94621

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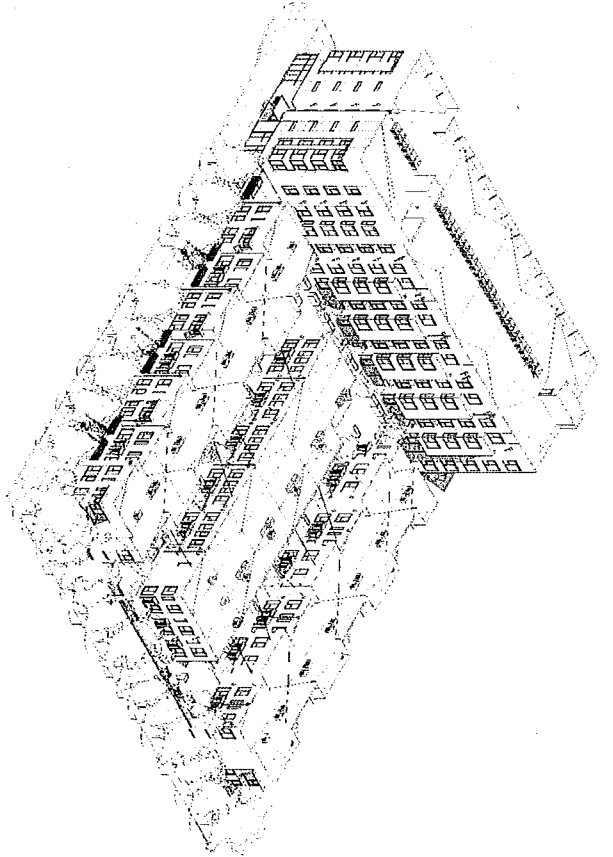
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 DATE: 11/11/10



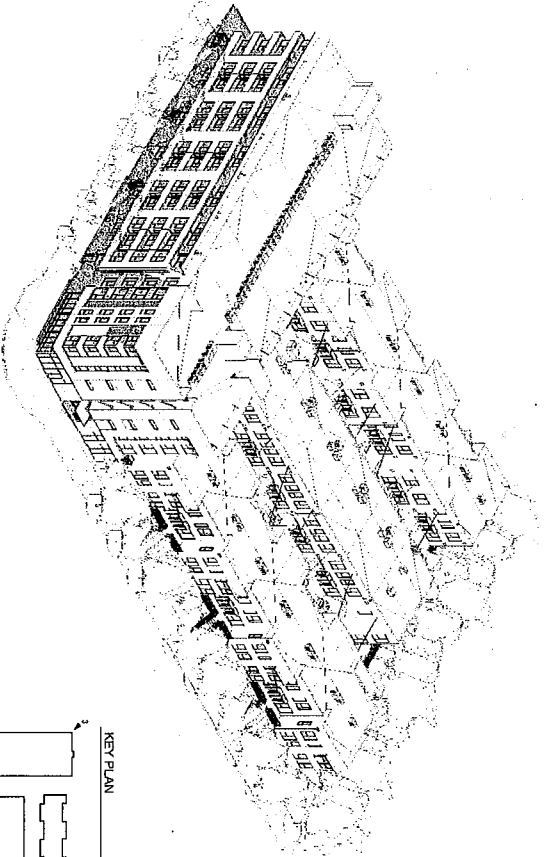
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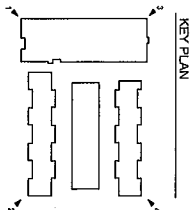
SW AXON 3



NE AXON 2



SE AXON 1



KEY PLAN

COLISEUM TRANSIT VILLAGE

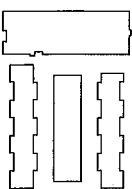
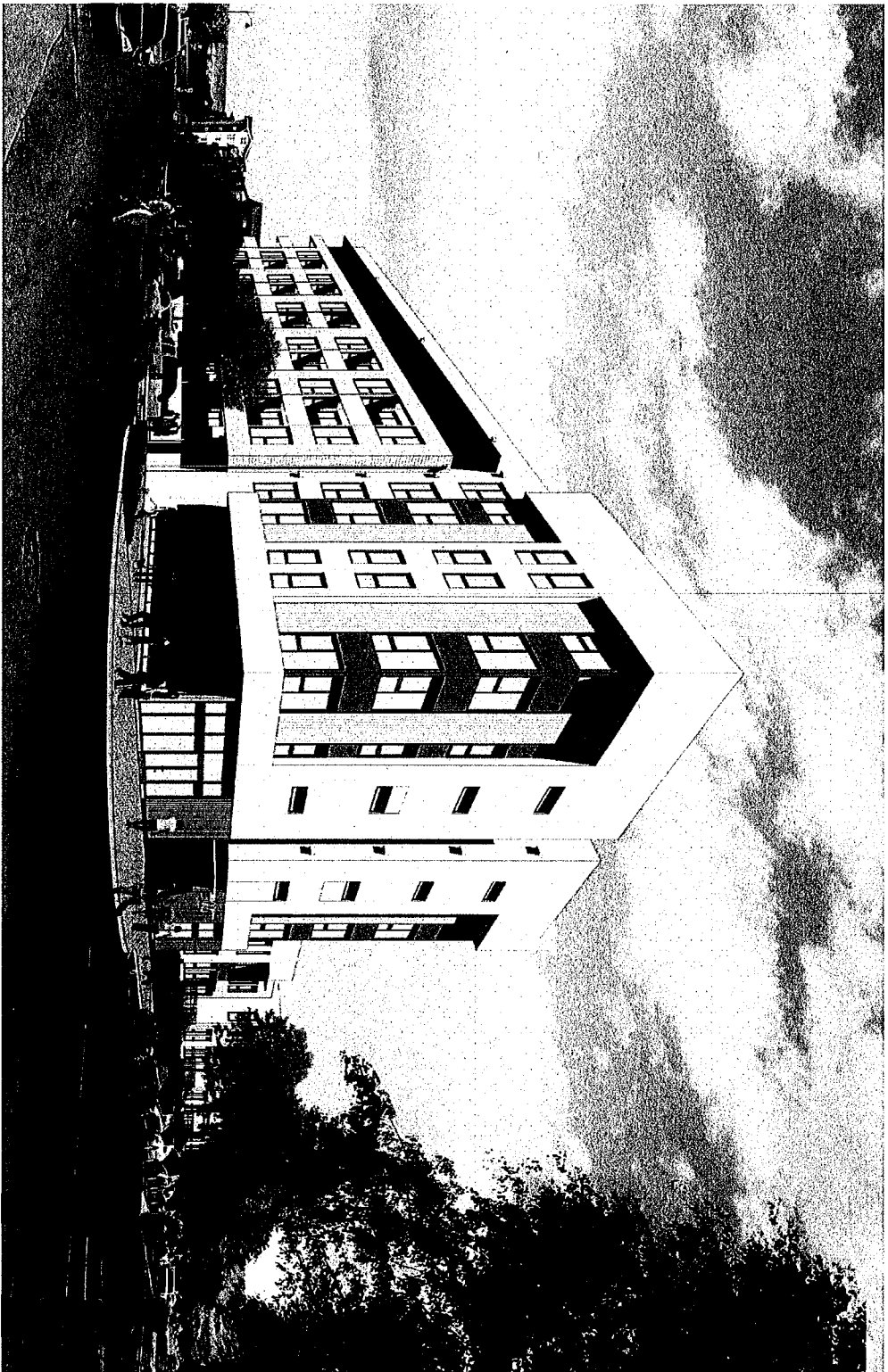
71st Avenue and Snell Street
 Oakland, CA 94621

DATE: 10/15/10
 NO. ISSUES: 1
 DATE: 10/15/10

DESIGNER: Urban Core
 ARCHITECT: Pratok Architects
 TITLE: ARCHITECTURE

A-301

PRATOK ARCHITECTS - 4099 UNIVERSITY AVENUE, SUITE 115, OAKLAND, CA 94617



KEY PLAN

PMATOK
 ARCHITECTS
 1000 CALIFORNIA STREET
 OAKLAND, CA 94612
 (415) 764-1000
 www.pmatok.com

Urbicore
 THE ARCHITECTS

Oakland Transit Village
 Development, LLC
 499 Piedmont Avenue, Suite 313
 Oakland, CA 94611

COLISEUM TRANSIT VILLAGE

71st Avenue and Snell Street
 Oakland, CA 94621

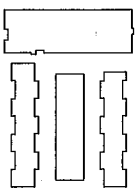
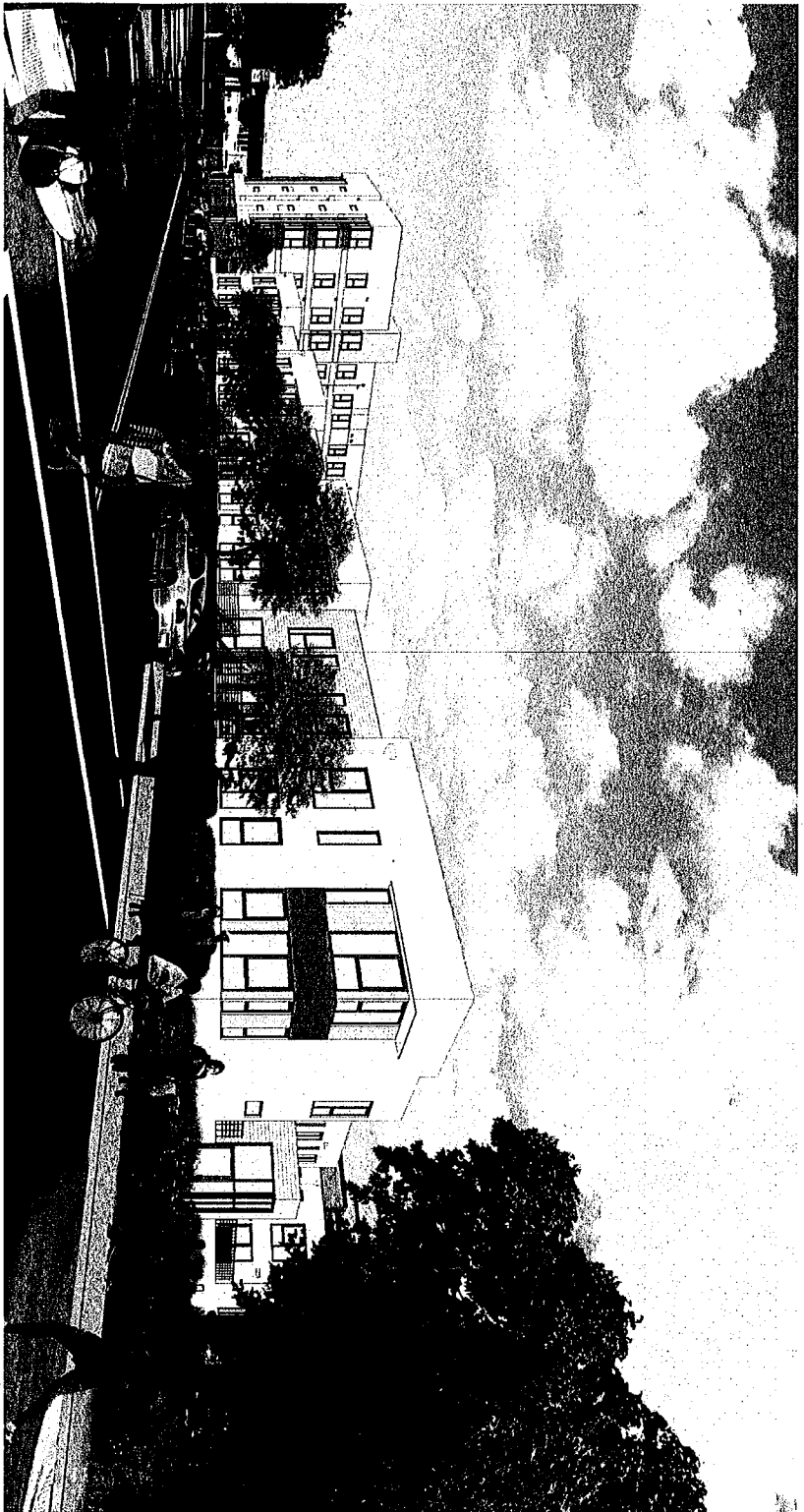
STAMP

REGIONAL SCHEDULE
 NO. ISSUE DATE
 10/26/00 06/20/06

DESIGNER
 NAME
 DATE
 TITLE
 PROJECT

A-401

PREPARED BY: Hillier Corporation
 DRAWING SECTION



KEY PLAN

PATOK
 2000 Lakeside Blvd., Suite 200
 Oakland, CA 94612
 (415) 763-1000
 www.patok.com

UrbanCore
 The Urban Core Group
 1000 Broadway, Suite 1000
 Oakland, CA 94612
 (415) 763-1000
 www.urbancore.com

Oakland Economic Development
 Corporation - UrbanCore
 4001 Broadway Avenue, Suite 1115
 Oakland, CA 94612

COLISEUM TRANSIT VILLAGE

71st Avenue and Snell Street
 Oakland, CA 94621

STAMP:
 ARCHITECT: [Blank]
 DATE: [Blank]
 PROJECT NO.: 1504.00
 SHEET NO.: 05/20/2015

NO.	DATE	BY	DESCRIPTION
1	05/20/2015	ALM	PRELIMINARY - NOT FOR CONSTRUCTION

A-402

PRELIMINARY - NOT FOR CONSTRUCTION
 05/20/2015 5:52:54 PM

Attachment B – City/BART MOU

**MEMORANDUM OF UNDERSTANDING
Oakland Coliseum Transit Village**

This Memorandum of Understanding ("MOU") is entered into as of December ~~30th~~ 2016, by and between the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART") a rapid transit district established pursuant to California Public Utilities Code Section 28500 et seq., and the CITY OF OAKLAND, a municipal corporation (the "City"). BART and the City are individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City is the owner of that certain real property located in the City of Oakland, County of Alameda, State of California, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Parking Area");

WHEREAS, BART, Oakland Economic Development Corporation, a California not-for-profit corporation ("OEDC"); and UrbanCore Development, LLC, a California limited liability company ("UrbanCore"); OEDC and UrbanCore are collectively referred to herein as "Developer", have been working jointly towards the development of a transit-oriented, residential rental project (the "Development") on property owned by BART (the "BART Site") in the vicinity of the BART Oakland Coliseum Transit Station in the City of Oakland, County of Alameda, State of California;

WHEREAS, BART and Developer have entered into a Lease Option Agreement, dated as of March 1, 2016 (the "Option Agreement"), pursuant to which BART granted the Developer the option (the "Option") to enter into a ground lease (the "Ground Lease") with BART for approximately 1.316 acres of the BART Site for the Development; and

WHEREAS, as a condition to Developer's exercise of the Option, the City, as fee simple owner of the Parking Area, has agreed to provide, and BART desires to acquire, a license over, upon and across the Parking Area for the purpose of operating a paid parking program for approximately one hundred to one hundred twelve (100-112) vehicle spaces (the "Vehicle Spaces") for parking automobiles thereon and a taxi waiting area, together with vehicular and pedestrian ingress thereto and egress therefrom, in accordance with the terms and conditions set forth in this MOU. Initially the City shall provide up to twenty (20) spaces in the portion of the Parking Area shown on Exhibit B attached hereto (the "Snell Street Lot") and shall subsequently provide the remaining balance of eighty to ninety-two (80-92) spaces along Parking Area, which shall be conditioned upon separate Council approval.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants and conditions as hereinafter contained, the Parties mutually agree as follows:

1. **Grant of License Over the Parking Area.** With the exception of three tandem car-share provider spaces that will be excluded from the License (defined below), the City hereby grants to BART, on the terms and conditions set forth herein, an exclusive license (the "License") for

use of the Parking Area. The sole purpose of this License is for the parking of automobiles thereon, a taxi waiting area and vehicular and pedestrian ingress and egress over and through the Parking Area. The use of the Parking Area shall be subject to all of the conditions, rules and regulations now in effect by BART, or from time to time adopted by BART and reasonably approved by the City Administrator, governing the use of the Parking Area.

2. Term. The term of this License shall commence as of the date hereof and shall remain in effect for sixty-six (66) years or until the Termination Date, as such term is defined in the Ground Lease. In the event that such Ground Lease is not executed within twelve (12) months after the date of this MOU, this MOU shall be terminable at will by either Party upon written notice to the other Party.

3. Hours of Operation; Charges. Parkers using the Parking Area shall have the right to park automobiles in the Parking Spaces at any time, but BART may charge a fee for, and collect revenues from, usage of the Parking Spaces between the hours of 4:00 a.m. and 3:00 p.m. on weekdays (collectively, "Paid Parking Hours"), which hours are subject to change to conform to BART's paid parking policy in effect from time to time. However, BART shall notify the City as set forth under Section 7 below of any changes to the Paid Parking Hours in writing within ten (10) days after said change has been effected. BART shall have the right to charge for, and collect revenues from, vehicles that display a disabled parking placard while parked in the Parking Spaces during BART's Paid Parking Hours. In addition, BART shall have the right to charge for, and collect revenues from, the use of approximately sixty (60) of the Parking Spaces for parking during special events, such as professional sporting events, concerts and other events ("**Special Event Parking**"). BART and the City shall negotiate in good faith specific arrangements relating to the Special Event Parking after the date hereof.

4. Parking Revenue. BART shall collect revenues for the use of the Parking Area (the "**Gross Parking Revenue**") through BART's parking revenue collection system. On or before January 20 and July 20 of each year, BART shall calculate the Net Parking Revenue (defined below) from the six (6) month period ending on December 31 or June 30, respectively, immediately preceding, and BART shall pay the City fifty percent (50%) of such Net Parking Revenue from such six (6) month period. Net Parking Revenue shall be calculated by subtracting any operating costs and expenses and parking enforcement costs directly related to the Parking Area from the Gross Parking Revenue (such amount, the "**Net Parking Revenue**"). In addition, for purposes of calculating the Net Parking Revenue from Special Event Parking, any pro-rated Parking Area fees paid to BART's parking consultant, as well as any Parking Area costs associated with special events, including expenses relating to management of Special Event Parking, cleaning and waste and rubbish disposal, providing portable toilets, enforcing parking requirements and collecting revenues during special events, shall also be deducted, on a pro-rated basis, from the Gross Parking Revenue.

5. Construction of Improvements. The City has completed the improvements required for the Snell Street Lot portion of the Parking Area at its sole cost. In addition, upon City Council approval, the City shall prepare, stripe (as appropriate) and number the remaining Parking Area, at the City's sole cost.

6. Maintenance and Repairs; Enforcement. Except for Special Events Parking as per Section 4 above, the City shall keep and maintain the Parking Area in good repair and condition, reasonable wear and tear excepted, and in compliance with all applicable laws, at its own cost and expense. However, pursuant to the terms of the Ground Lease, Developer shall, at Developer's sole cost, be responsible for maintaining the Parking Spaces, signs and numbering of the Parking Spaces and landscape across from the Development in the Parking Area once the Development is completed. BART shall be responsible for enforcement of parking rules and requirements (including the payment of parking charges) for the Parking Spaces, and the costs incurred by BART in performing such parking enforcement shall be included as an expense to be deducted from Gross Parking Revenue to calculate Net Parking Revenue, as provided above. The City and BART shall have mutual responsibility for the enforcement of all applicable criminal, public safety and other laws (other than the BART parking rules and requirements, which shall be BART's sole responsibility) with respect to the Parking Area.

7. Notices. All notices or other communications made pursuant to this MOU shall be in writing and shall be deemed properly delivered, given or served to the Parties at the following addresses when (a) mailed by certified mail, postage prepaid, return receipt requested; (b) sent by express delivery service, charges prepaid with a delivery receipt; (c) electronic mail, provided that a copy of such notice also is sent the same day by one of the other methods described in this Section 7; or (d) personally delivered when a delivery receipt is obtained:

If to BART:
(two copies)

San Francisco Bay Area Rapid
Transit District
P.O. Box 12688
Oakland, CA 94604-2688

For overnight mail and personal deliveries:
300 Lakeside Drive
P. O. Box 12688
Oakland, CA 94604-2688

one copy to: Attn.: Department Manager, Real Estate and
Property Development

second copy to: Attn.: Office of the General Counsel

If to the City:

City of Oakland
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
Telephone: (510) 238-6174
Attn: Larry Gallegos

one copy to: Office of the City Attorney
1 Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612

Telephone: (510) 238-3603
Attn: Krishna Pettitt

All notices so delivered, mailed, personally delivered or sent shall be deemed received as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the notice was returned as undeliverable. Either Party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other Party in the manner provided in this paragraph.

8. Successors and Assigns. Neither BART nor the City shall assign this MOU without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. This MOU and all of its terms, covenants and conditions shall inure to the benefit and be binding on the Parties hereto and their successors, transferees and assigns.

9. Remedies. This MOU and the covenants contained herein may be enforced by any available legal or equitable remedy by the City or BART, as the case may be.

10. Condemnation of the Parking Area. If at any time during the period that this MOU shall be in effect, the Parking Area shall be taken in a condemnation proceeding, BART may elect to restore or not restore the Parking Area in its reasonable discretion. If BART elects not to restore the Parking Area, then either Party hereto shall have the right to terminate this MOU by giving thirty (30) days prior written notice to the other Party, or less notice as required by the condemnation proceeding.

11. Time. Time is of the essence of this MOU.

12. Further Documents. Upon the reasonable request of the other Party, each Party shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this MOU.

13. Commission. Each Party to this MOU represents to the other Party that it has not engaged or used the services of any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of this MOU, and each Party to this MOU agrees to hold the other Party harmless from any loss, damage, expense or liability, including attorneys' fees, resulting from any claim by any person, firm or corporation based upon its having acted as broker or finder on behalf of said indemnifying Party.

14. Captions. The captions of the sections of this MOU are for convenience and reference only, and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this MOU.

15. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same MOU.

16. Entire Agreement; Amendment. This MOU contains the entire agreement between the Parties respecting the matters set forth, and supersedes all prior agreements between the Parties respecting such matters. This MOU may be amended, terminated or modified in any respect only by a writing executed by both Parties.

17. Authority. Each Party to this MOU and each individual executing this MOU on behalf of each Party represents and warrants to the other Party that such individual has been duly authorized to execute this MOU on behalf of such Party and that this MOU is a binding obligation of such Party.

18. Governing Law. This MOU shall be construed and governed in accordance with the laws of the State of California.

19. Invalidity of Provisions. If any provision of this MOU shall, to any extent, be invalid or unenforceable, the remainder of this MOU shall not be affected thereby, and each provision of this MOU, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid or enforceable to the fullest extent permitted by law.

20. No Waiver. The waiver by either Party of any term, condition or provision of this MOU shall not be construed as a waiver of any other or subsequent term, condition or provision of this MOU.

IN WITNESS WHEREOF, the City and BART have executed this MOU as of the date first hereinabove written.

SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT, a rapid transit district

By Sean Brooks

Its Department Manager,
Real Estate and Property Development

CITY OF OAKLAND, a municipal corporation

By [Signature]

Its CITY ADMINISTRATOR

Approved as to form and legality

[Signature]
City Attorney

EXHIBIT A

THE "PARKING AREA"

[See following page.]

EXHIBIT A

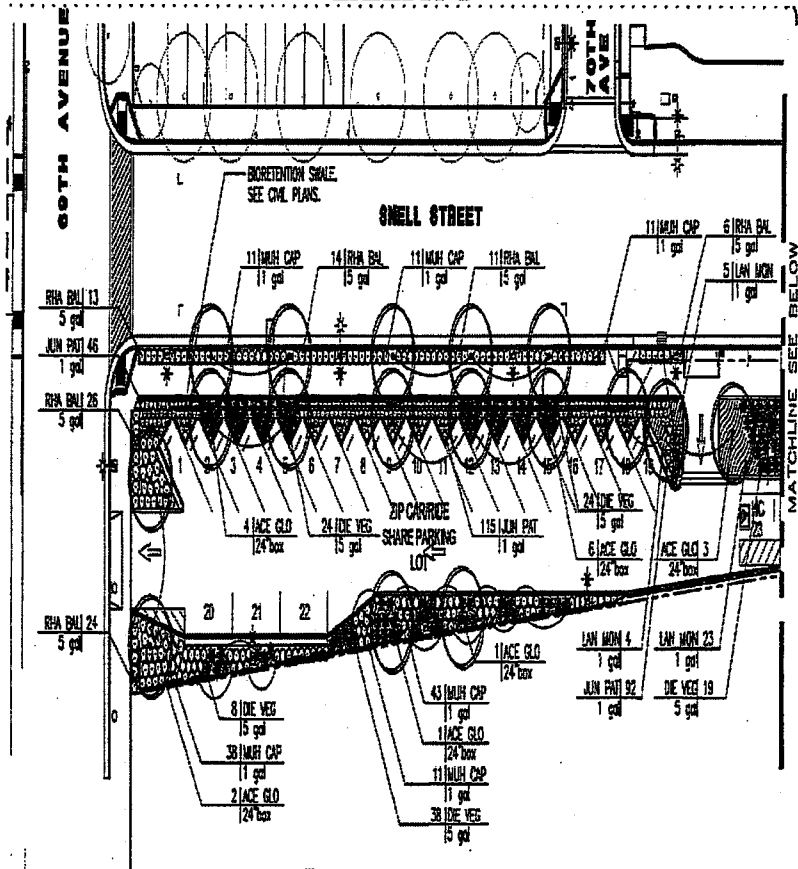


EXHIBIT B

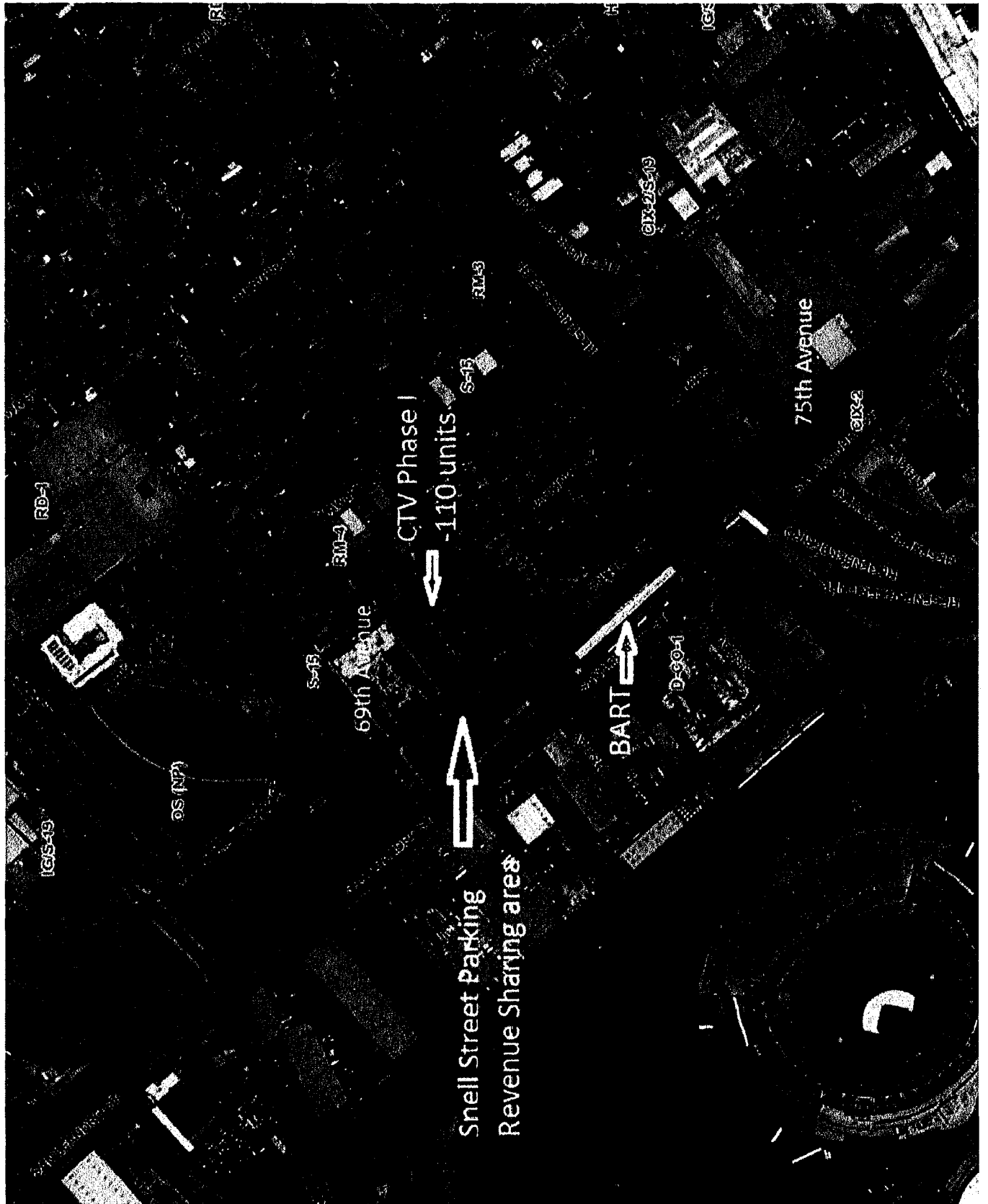
**THE "SNELL STREET LOT"
(PORTION OF PARKING AREA)**

[See following page.]

EXHIBIT B



Attachment C – 7001 Snell Street Surface Parking Lot



69th Avenue

75th Avenue

CTV Phase I
-110 units

Snell Street Parking
Revenue Sharing area

BART

RD-1

IGIS-49

OS (N7)

S-13

RM-4

S-15

RM-3

IGIS-49

D-601

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D-698

D-699

D-700



GATEWAY TRUSS AT AIRPORT - (OPTIONAL PANEL FOR ADDITIONAL HEIGHT)



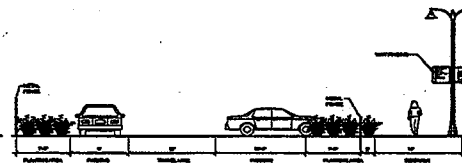
WAY FINDING



6' HIGH FENCE (OPTIONAL DECORATIVE PANEL)



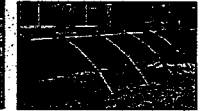
3' HIGH FENCE (OPTIONAL DECORATIVE PANEL)



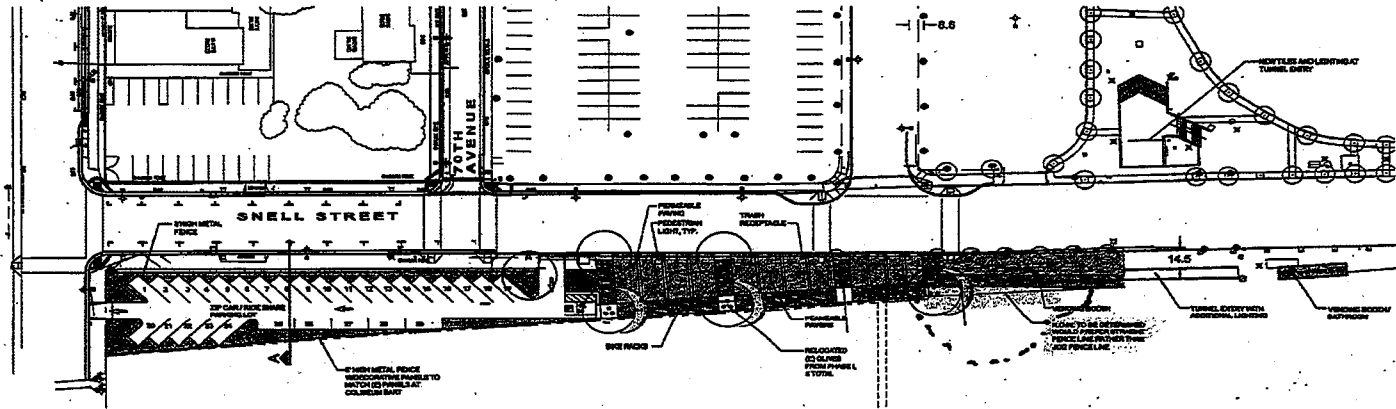
SECTION A



PERMEABLE PAVERS



BIKE RACK



33% SUBMITTAL
NOT FOR BID OR CONSTRUCTION



GOLDEN ASSOCIATES ARCHITECTS	
CHECKED BY _____	CHECKER _____
DESIGNED BY _____	DESIGNER _____
DRAWN BY _____	DRAWER _____



COLISEUM TRANSIT VILLAGES IMPROVEMENT PROJECT

No.	DATE	BY	REFERENCE

ZIP CAR PARKING AND TRANSIT PLAZA

PROJECT NO. S82600

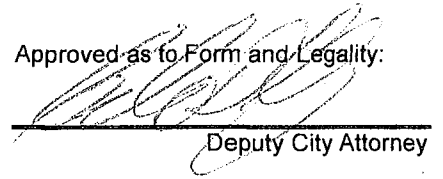
SCALE: 1"=30' SHEET NO. OF

DATE: 04/28/11

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2017 JUN - 1 PM 4:07

Approved as to Form and Legality:



Deputy City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A BAY AREA RAPID TRANSIT (BART) PREFERENTIAL PERMIT PARKING PROGRAM ON SNELL STREET BETWEEN 69TH AND 75TH AVENUES FOR THE DAILY USE BY BART RIDERS AT THE COLISEUM STATION

WHEREAS, On December 3, 2015, the City Council adopted Resolution No. 85932 C.M.S. directing staff to negotiate and execute, among other financial agreements and funding partners, a Memorandum of Understanding (MOU) with BART to provide parking on Snell Street between 69th and 75th avenues for the exclusive use by BART riders; and

WHEREAS, BART owns a 1.3 acre surface parking lot at the Coliseum BART Station bounded by 70th and 71st Avenues and Snell Street, APN: 041-4166-031-02; and

WHEREAS, BART is leasing the 1.3 acre site for the development of the Coliseum Transit Village (CTV) Phase I Project consisting of 110 mixed-income residential units; and

WHEREAS, the current BART parcel has approximately 164 surface parking spaces for commuters and these spaces will be lost as a result of the proposed CTV Project. To mitigate the loss of these parking spaces BART entered into a Memorandum of Understanding ("MOU") with the City to convert: (1) a small recently improved City-owned lot consisting of approximately 20 surface parking spaces on Snell Street (APN: 041-4170-005-04) and (2) the existing approximately 92 on-street parking spaces along a portion of 71st Ave and along Snell Street between 69th and 75th Avenues under BART's parking permit fee program, respectively, with net parking revenue to be evenly distributed between BART and the City; and

WHEREAS, California Vehicle Code (CVC) Section 22507 allows local authorities, by ordinance or resolution, to establish preferential permit parking programs on public streets limiting parking to only "members of organizations, professions, or other designated groups," categorically including the above-mentioned BART riders from the Coliseum Station; and

WHEREAS, Section 22507 is the same State code by which the City established its Residential Permit Parking Program prescribed in O.M.C. Title 10, Chapter 44; and therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator or Designee to establish a Preferential Parking Program on Snell Street between 69th and 75th Avenues for the Exclusive Use of BART Riders from the Coliseum Station; and be it

FURTHER RESOLVED: That future parking revenues generated as a result of the proposed MOU, net of operating and enforcement expenses, shall be placed in Fund 5650 Coliseum Projects to be determined; and be it

FURTHER RESOLVED: That the BART Parking Program shall be reviewed and approved as to form and legality by the City Attorney's Office prior to execution; and be it

FURTHER RESOLVED: That the City Administrator or Designee is further authorized to establish a BART Preferential Permit Parking Program and take whatever action is necessary with respect to the program consistent with this Resolution and its basic purposes without return to Council.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON-McELHANEY, GUILLEN, KALB, KAPLAN, and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California