2000

Public Transit Access to Private Property

Dennis Hinebaugh

Laurel Land

Lisa Staes

Follow this and additional works at: https://digitalcommons.usf.edu/cutr_reports

Scholar Commons Citation

Hinebaugh, Dennis; Land, Laurel; and Staes, Lisa, "Public Transit Access to Private Property" (2000). *CUTR Research Reports*. 194.

https://digitalcommons.usf.edu/cutr_reports/194

This Technical Report is brought to you for free and open access by the CUTR Publications at Digital Commons @ University of South Florida. It has been accepted for inclusion in CUTR Research Reports by an authorized administrator of Digital Commons @ University of South Florida. For more information, please contact digitalcommons@usf.edu.

PUBLIC TRANSIT ACCESS TO PRIVATE PROPERTY

**Dennis Hinebaugh, Laurel Land and Lisa Staes
Principal Investigators
Center for Urban Transportation Research**

August 2000

CENTER FOR URBAN TRANSPORTATION RESEARCH

University of South Florida

4202 E Fowler Avenue, CUT 100

Tampa, FL 33620-5375

(813) 974-3120, Suncom 574-3120, Fax (813) 974-5168

Gary L. Brosch, CUTR Director

Joel Volinski, NCTR Director

Dennis Hinebaugh, Transit Program Director

The contents of this report reflect the views of the authors, who are responsible for the facts and the accuracy of the information presented herein. This document is disseminated under the sponsorship of the Department of Transportation, University Research Institute Program, in the interest of information exchange. The U.S. Government assumes no liability for the contents or use thereof.

1. Report No. NCTR93-USF-1	2. Government Accession No.	3. Recipient's Catalog No.	
4. Title and Subtitle Public Transit Access to Private Property Public Transit Access to Private Property		5. Report Date August 2000	
		6. Performing Organization Code	
7. Author(s) Dennis Hinebaugh, Lisa Staes Dennis Hinebaugh, Laurel Land and Lisa Staes		8. Performing Organization Report No.	
9. Performing Organization Name and Address National Center for Transportation Research Center for Urban Transportation Research, University of South Florida 4202 E Fowler Ave, CUT 100, Tampa, FL 33620		10. Work Unit No.	
		11. Contract or Grant No. DTRS 93-G-0019	
12. Sponsoring Agency Name and Address Office of Research and Special Programs U.S. Department of Transportation, Washington, D.C. 20690 Florida Department of Transportation 605 Suwannee Street, MS 26, Tallahassee, F.L. 32399		13. Type of Report and Period Covered	
		14. Sponsoring Agency Code	
15. Supplementary Notes Supported by a grant from the Florida Department of Transportation and the U.S. Department of Transportation			
16. Abstract Under contract with the Florida Department of Transportation (FDOT), the Center for Urban Transportation Research (CUTR) was asked to assess the issues surrounding the legal rights of public transit agencies to enter and serve private property, as well as to identify the major concerns of private property owners as it relates to allowing access to their property by public transit providers. The scope of the project included the following activities: conducting a literature review to identify any current written practices related to developing public transit access to private properties and identify news articles which report instances where public transit access was denied or withdrawn by private entities; conducting a case review of legal publications to identify either directly or indirectly related cases which involve public and/or private access to privately owned major commercial properties; summarizing federal, state and local case law, where available, to determine the legal rights of public transit agencies as it pertains to access to private properties; distributing a written survey to 67 public transit providers (including the nation's 30 largest systems States as determined by annual ridership) in the United; distributing a written survey to selected private property developers, owners and managers in the United States to identify successful and unsuccessful transit access practices; developing specific state and local government model regulations and development codes which shall support the access of public transit vehicles to private properties; and to develop recommendations for successfully achieving public transit access to major private properties with a corresponding "Transit Access to Private Property Negotiation Guidelines" document.			
17. Key Words Transit, access, private property.	18. Distribution Statement Available to the public through the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, VA 22181, ph (703) 487-4650		
19. Security Classif. (of this report) Unclassified	20. Security Classif. (of this page) Unclassified	21. No. of pages 153	22. Price

This is
a blank
page

TABLE OF CONTENTS

PUBLIC TRANSIT ACCESS TO PRIVATE PROPERTY	1
INTRODUCTION	1
1. RESULTS OF LITERATURE SEARCH AND SURVEY OF PUBLIC TRANSIT OPERATORS AND PRIVATE PROPERTY DEVELOPERS/MANAGERS	3
1.1 LITERATURE REVIEW	3
1.2 SURVEY OF FEDERAL TRANSIT ADMINISTRATION WASHINGTON AND REGIONAL OFFICES	3
1.2.1 FTA Washington, D.C.	4
1.3 PUBLIC TRANSIT BUS ACCESS TO PRIVATE PROPERTY (PUBLIC TRANSIT OPERATOR SURVEY)	4
1.3.1 Survey Development	5
1.3.2 Transit Agency Survey Results	8
1.3.3 Common Threads	20
1.4 PUBLIC TRANSIT BUS ACCESS TO PRIVATE PROPERTY (PRIVATE PROPERTY DEVELOPER/MANAGER SURVEY)	20
1.4.1 Private Property Developer/Manager Survey Results	22
1.4.2 Common Threads	29
1.5 ISSUES OF SIGNIFICANCE IN DENYING OR RELOCATING TRANSIT STOPS	30
1.5.1 Importance of Incentives as Ranked by Transit Agencies and Developers/Managers	31
1.6 SUMMARY	32
2. TRANSIT ACCESS TO PRIVATE PROPERTY NEGOTIATION GUIDELINES	35
2.1 INTRODUCTION	35
2.2 TYPES OF TRANSIT STOPS	36
2.3 ECONOMIC BENEFITS OF ON-SITE TRANSIT SERVICE	37
2.4 LEGISLATIVE ACTIONS TO IMPROVE COORDINATION	38
2.5 TECHNIQUES FOR TRANSIT ACCOMMODATIONS	40
2.5.1 Regulatory	41
2.5.2 Non-Regulatory	42
2.5.3 Policies	46
2.6 CONTRACT DEVELOPMENT	46

2.7	SITE PLAN REVIEW	47
2.8	MITIGATION FOR TRANSIT ACCESS	49
2.9	AGENCY INVOLVEMENT	50
2.9.1	Welfare to Work Program	51
ENDNOTES		53
APPENDIX A. TRANSIT PROVIDER SURVEY		55
APPENDIX B. PRIVATE PROPERTY DEVELOPER/MANAGER SURVEY		61
APPENDIX C. LIST OF TRANSIT AGENCIES AND PRIVATE PROPERTY DEVELOPERS/MANAGERS SURVEYED		67
APPENDIX D. RESULTS OF THE TRANSIT AGENCY SURVEY		85
APPENDIX E. RESULTS OF THE PRIVATE PROPERTY DEVELOPER/MANAGER SURVEY		97
APPENDIX F. SAMPLE INCENTIVE POLICY		105
APPENDIX G. SAMPLE AGREEMENTS		109
APPENDIX H. BUS TURNING TEMPLATE		131

LIST OF TABLES

Table 1.1	Systems Requested to Move Bus Stops and Occurrence of Requests	9
Table 1.2	Relocation On or Off-Site	10
Table 1.3	Number of Systems that have Relocated and Later Moved Back to Original Site	11
Table 1.4	Challenges to the Relocation Requests	12
Table 1.5	Transit Agency Perceptions Regarding Developers/Property Managers' Reasons for Denying Access to Property (In order of significance based on total)	14
Table 1.6	Incidence of Discrimination, by Type	15
Table 1.7	Incentives Offered to Private Property Developers/Managers	16
Table 1.8	Existence of Local or State Ordinances/Laws Requiring Public Transportation Access to Private Property	17
Table 1.9	Importance of Direct Access to the Community, Retailers, and Employees	23
Table 1.10	Who Makes the Decision – Access vs. Non-Access	24
Table 1.11	Private Property Developers/Manager Who Have Requested Removal of Transit Stop/Transfer Location	25
Table 1.12	Transit Issues – Level of Importance to Private Property Developers/Managers (In order of significance)	26
Table 1.13	Level of Importance of Incentives for Private Property Developers/Managers	27
Table 1.14	Existence of Local or State Ordinances/Laws Requiring Public Transportation Access to Private Property	28
Table 1.15	Issues of Significance in Denying or Relocating Transit Stops as Ranked by Transit Agencies and Developers/Managers	31
Table 1.16	Importance of Incentives as Ranked by Transit Agencies and Developers/Managers	32
Table 2.1	Comparison of Contract Implementation	43

This is
a blank
page

PUBLIC TRANSIT ACCESS TO PRIVATE PROPERTY

INTRODUCTION

Under contract with the Florida Department of Transportation (FDOT), the Center for Urban Transportation Research (CUTR) was asked to assess the issues surrounding the legal rights of public transit agencies to enter and serve private property, as well as to identify the major concerns of private property owners as it relates to allowing access to their property by public transit providers. The scope of the project included the following activities: a literature review to identify any current written practices related to developing public transit access to private properties and identify news articles which report instances where public transit access was denied or withdrawn by private entities; a case review of legal publications to identify either directly or indirectly related cases which involve public and/or private access to privately owned major commercial properties; summarize federal, state and local case law, where available, to determine the legal rights of public transit agencies as it pertains to access to private properties; distribute a written survey to public transit providers in Florida and at least fifty other systems (including the nation's 30 largest systems) in the United States; distribute a written survey to selected private property developers, owners and managers in Florida and the United States to identify successful and unsuccessful transit access practices; develop specific state and local government model regulations and development codes which support the access of public transit vehicles to private properties; develop recommendations for successfully achieving public transit access to major private properties with a corresponding document identifying guidelines for transit access to private property negotiation; and disseminate the results of the study and related documents to the Florida Transit Association.

Section 1 provides the results of the literature search, legal review, and a summary of information obtained through a written survey distributed to public transit operators, both in the state of Florida and throughout the United States, and private property owners. Included in the distribution of public transit surveys were all the public transit providers within Florida, as well as 50 additional systems within the United States, including the nation's 30 largest transit systems, determined by annual ridership.

Literature is replete regarding design and regulation for transit-friendly communities; however, implementation would require changing community goals to focus on transit, which would involve modifying long range plans, zoning, and development regulations. Section 2 provides guidelines intended to supplement existing plans in an effort to demonstrate how local governments can develop ways to achieve private property

cooperation with transit. They can be adapted to the extent that a community desires to participate in the advancement of transit. These guidelines are provided for direction and assistance toward accommodating transit, to benefit everyone in the community. They can be used to supplement existing regulations, or could be used as a springboard for more comprehensive transit goals, according to local preference.

1. RESULTS OF LITERATURE SEARCH AND SURVEY OF PUBLIC TRANSIT OPERATORS AND PRIVATE PROPERTY DEVELOPERS/MANAGERS

1.1 LITERATURE REVIEW

During this phase of the project, CUTR conducted a literature review of transit-related publications to identify any current practices related to developing public transit access to private properties. A review of other national media was also conducted to identify news articles that reported instances where public transit was refused access or was forced to relocate from a private property. CUTR staff searched TRIS (Transportation Research Information Service), CUTR's Research Information Center (CRIC), and the Internet.

Concurrently with this exercise, CUTR also reviewed legal publications and reviews of local, state and federal case law related to the issue of public access to private property. The American Public Transit Association and staff from the Transportation Research Board were asked if they were aware of any established precedence allowing public transit access to private property and to provide any information they had available on the topic. In addition, the survey instrument, described in a subsequent section of this report, asked respondents if they were aware of any local or state ordinances or laws that require public access to private property. This request provided a limited number of additional sources of information, including legal cases that have either been settled or are still open, and land development and concurrency regulations currently being utilized that either are directly or indirectly requiring private developers to allow public transportation access to their developments. CUTR also performed a legal search using the University of South Florida Lexis-Nexis Academic Universe search program. This search engine provides Internet access to news, business, legal and reference information.

1.2 SURVEY OF FEDERAL TRANSIT ADMINISTRATION WASHINGTON AND REGIONAL OFFICES

On June 19, 1997, Gordon Linton, FTA Administrator sent a "Dear Colleague" letter requesting information from each of FTA's regional offices on the existence and number of incidents where grantees were experiencing difficulty gaining access to private shopping malls. In particular, he directed regional staff to contact the FTA's Office of Civil Rights, in any of those cases where discriminatory intent was perceived to exist. CUTR contacted each of the FTA's regional Civil Rights offices and the Office of Civil

Rights in Washington, D.C. to obtain their response to the Administrator's request. During discussions with FTA's regional offices and Washington, D.C., office, few were aware of any pertinent responses to the FTA Administrator's "Dear Colleague" letter. However, the following comments were received during a conference call with FTA's Office of Civil Rights and General Counsel's Office.

1.2.1 FTA Washington, D.C.

CUTR staff contacted both the FTA Office of Civil Rights and the Office of the General Counsel regarding ADA and Title VI issues. FTA's response, based on their interpretation of the ADA, was that because the impact of moving a transit stop off-site or on the periphery of the property would negatively impact both the disabled and the non-disabled riders equally, this would not necessarily constitute an ADA violation. In addition, the ADA requires a "clear path" of travel for disabled riders disembarking from a transit vehicle yet does not specify a threshold for distance traveled from the bus stop. In a situation where a mall developer/manager requested a transit agency to move the bus stop to the periphery of the property yet provided a clear path of travel for disembarking passengers there would not necessarily be standing for an ADA violation.

However, a particular decision to relocate a bus stop to the periphery of a property or deny access to transit vehicles may constitute a violation of Title VI of the Civil Rights Act of 1964, if a case could be made that the request to relocate was based on racial discrimination. In the responses to the surveys, summarized below, many transit agencies felt that requests to relocate bus stops or deny access to the property was primarily due to racial or income discrimination. In discussing this aspect of the research, FTA's Office of Civil Rights indicated that they would be interested in reviewing the information obtained for possible further action.

1.3 PUBLIC TRANSIT BUS ACCESS TO PRIVATE PROPERTY (PUBLIC TRANSIT OPERATOR SURVEY)

The purpose of the public transit operator survey was to identify agency experiences, both positive and negative, related to their bus systems' access to private property.

1.3.1 Survey Development

CUTR, in conjunction with FDOT, developed two surveys to be used in identifying transit agency and developer experiences, both positive and negative, related to public transit bus access onto private property. Questions included in the transit agency survey addressed the following topics:

Types and Number of Private Properties Served

- Regional shopping centers
- Community-level shopping centers
- Neighborhood-level shopping center

Experience of Public Transportation Providers with Access to Private Properties

- Requests to move bus stop (and whether relocation occurred)
- Requests to return to the original site due to public pressure placed on private property developer/manager
- Legal challenges to a request for removal or relocation
- Reasons given for a denial of access to private property
- Perception that access was denied or removal was requested because of racial or income discrimination

Existence of Regulatory Procedures or Special Incentives

- Incentives offered to private property developers/managers to ensure a better working relationship
- Existence of local or state ordinances/laws that require public transportation access to private property
- Participation in the review of new site plans or rezonings

The written surveys were mailed and/or faxed to 50 public transit systems in the United States, and 17 systems in Florida. The person contacted at each system was generally the Director of Operations/Transportation, depending on the transit agency's organizational structure. The survey instruments used for the transit systems and the private property developers/managers are contained in Appendices A and B. The list of transit agencies and private property developers/managers surveyed is provided in Appendix C.

Surveys were distributed and completed in January and February 1999, respectively. This chapter provides a comprehensive review of issues related to public transit access

to private property from the perspectives of both transit operators and private developers and property managers.

The following section presents the results of the survey of public transit providers. Responses are summarized across transit systems. Noteworthy examples or individual observations are included as appropriate. Agencies are referred to in the text by the city or county they serve to avoid confusion among the various names and acronyms. The survey was distributed to the following non-Florida public transit agencies:

- Winston Salem Transit Authority (NC)
- Columbus - South Carolina Electric Gas Company (SC)
- City Transit Management Company, d.b.a. Citibus Lubbock, TX
- Transit Authority Lexington (KY)
- Greater Roanoke Transportation Company (VA)
- Spokane Transit Authority (WA)
- New Orleans - Westside Transit Lines (LA)
- Columbus Transit System (GA)
- Memphis Area Transit (TN)
- Charlotte Department of Transportation (NC)
- Tidewater Transportation District Commission - Norfolk (VA)
- Metro Transportation Department - El Paso (TX)
- Peninsula Transportation District Commission - Hampton (VA)
- Birmingham Jefferson County Transportation Authority (AL)
- City of Tucson Mass Transit System - Sun Tran (AZ)
- Des Moines Metro Transit Authority - Metro (IA)
- Boise Urban Stages - "The Bus" (ID)
- Utah Transit Authority - UTA (UT)
- Sun Tran of Albuquerque (NM)
- Metropolitan Tulsa Transit Authority (OK)
- NY/MTA/NYCTA - (NY)
- LA/LACMTA - (CA)
- Chicago - RTA/CTA (IL)
- Philadelphia - SEPTA (PA)
- NJ Transit (NJ)
- Washington - WMATA (DC)
- Boston (MA)
- San Francisco - Muni (CA)
- Houston - Metro (TX)
- Baltimore - MTA (MD)

- Atlanta - Marta (GA)
- Honolulu (HI)
- Denver - RTD (CO)
- Oakland - AC Transit (CA)
- Pittsburgh - Allegheny (PA)
- NYCDOT - GTJC (NY)
- Minneapolis - MN
- Miami - MDTA (FL)
- Portland - Tri-Met (OR)
- Milwaukee County - (WI)
- New Orleans - (LA)
- Cleveland - RTA (OH)
- Dallas - DART (TX)
- Detroit - (MI)
- LA - OCTA (CA)
- San Jose - SCCTD (CA)
- NJ Contract (NJ)
- San Diego Transit (CA)
- San Antonio - VIA (TX)
- St. Louis Bi-State (MO)

The survey was distributed to the following Florida properties:

- Broward County Mass Transit Division
- Escambia County Area Transit
- Hillsborough Area Regional Transit
- Indian River County COA Transportation
- Jacksonville Transportation Authority
- Lakeland Area Mass Transit District
- Lee County Transit - LeeTran
- LYNX - Central Florida Regional Transportation Authority
- Manatee County Area Transit
- Miami-Dade Transit Agency (also in the largest 30 systems)
- Palm Beach County Transportation Agency (PalmTran)
- Panama City - Bay Council on Aging
- Pinellas Suncoast Transit Authority
- Regional Transit System (Gainesville)

- Sarasota County Area Transit
- Space Coast Area Transit (Brevard County)
- Volusia County dba VOTRAN

1.3.2 Transit Agency Survey Results

Of the 66 public transit systems surveyed, 31 completed and returned their surveys. Of these, 12 were Florida properties, nine were from the randomly selected U.S. systems, and the remaining ten were from the 30 largest U.S. transit systems. Answers to the survey questions are summarized in the following sections. Detailed survey results can be found in Appendix D.

Type of Property Served and Service Provided

Thirty of the 31 responding agencies provide transit services to regional shopping centers. Of the 124 regional centers served, 81 of those are used as transfer facilities by the public transit agency. Twenty-three systems provide services to community level shopping centers. Responding systems identified over 133 of these smaller shopping centers served, 45 of which are used as transfer centers. There were 310 neighborhood level shopping centers served by 18 of the responding agencies. These shopping centers are primarily served by bus stops, however there are a few that function as transfer sites. Eighteen of the systems serve regional office parks, primarily with bus stops. Of the 56 office parks identified, ten are used as transfer facilities for the transit system. Mixed-use developments/industrial parks was the last category of facility types included in the survey. Fifteen systems indicated that they provide services to 58 of these facilities. Of these, 12 are used as transfer facilities. A total of 681 private properties are served by the 31 transit agencies responding to the survey.

Request to Relocate or Remove Bus Stop

Table 1.1 identifies the number of systems within each of the three transit agency groups that have been requested to move their bus stops and provides the number of requests received. In summary, of the 31 transit agency respondents, 27 have been requested to relocate or remove a bus stop. There have been more than 268 of these requests. (One system indicated having "numerous" requests.) It is not known how many of these represent multiple requests by individual private properties; however, if each of these requests could be attributed to a single property, the 268+ requests would represent over 39 percent of the properties served. (Again, it is unknown how many of these represent multiple requests). This becomes an even more significant issue when

the property is used as a transfer facility. (Approximately 26 percent of properties are used as transfer locations.) In subsequent discussions with a number of agency representatives, it has been noted that an even more significant issue is where transit agencies have attempted to gain access to private properties but were denied.

The following provides a summary of the responses by each of the three transit agency groups. Of the Florida transit agencies responding to the survey, all had been requested to remove a bus stop from a private property location. Seven of those systems indicated that they had been asked to move 1-5 times. Five systems had been asked to move more than five times, described as follows: "countless (around 20 times);" "too many (actually 19);" "5+;" and one system responded with "25 times." Of the nine respondents from the randomly-selected systems, seven had been asked to remove a bus stop from a private property location. Four of those had been asked to move 1-5 times and three had been asked to relocate more than five times. One system indicated that they had received approximately 100 requests to move their bus stops. Of the larger systems, eight of the ten respondents had been asked to move from a private property location. Seven of those had been asked 1-5 times, while one had been asked to move 28 times.

Table 1.1
Systems Requested to Move Bus Stops
And Occurrence of Requests

System Group	# of Survey Respondents	# of Systems Requested to Relocate	Occurrence of Requests to Relocate		
			1-5 times	More than 5 times	Estimated Total Requests
Florida Systems	12	12	7	5	86
20 Randomly Selected	9	7	4	3	126
30 Largest Systems	10	8	7	1	56*

*One system responded with "numerous." For the purpose of estimating the total number of requests received, a total of six requests were used for this property (more than 5 times).

Table 1.2 identifies the general relocation of the bus stop, either on the particular site or off-site. In Florida and for the 20 randomly selected transit agencies, an equal number of systems had requests for relocation that involved a combination of both on-site and off-site placement. For the larger systems, a greater number of systems had requests for relocation that involved a combination of both on-site and off-site placement. In general, the multiple on-site moves required the transit agency to relocate to less desirable locations such as the rear entrance of a mall or on the periphery of the property. (It is unknown how many of the 268 requests to relocate involved on-site, off-site or both. The survey question first asked if the transit agency had ever been requested to remove a bus stop location. The follow-up question simply asked if the request was to relocate on- or off-site. The majority of transit agencies responded with a check mark to one or both boxes).

Table 1.2
Relocation On- or Off-Site

System Group	# Requested to Relocate	On-Site	Off-Site	Both
Florida Systems	12	2	5	5
20 Randomly Selected	7	1	3	3
30 Largest Systems	8	2	2	4

Relocation Then Returning to Original Site

Question 3 of the survey asked systems to indicate if a stop had ever been relocated and then, due to public pressure, moved back to the original site. Of the 27 systems that were asked to relocate, ten of the 268+ requests resulted in a return to the former site. In Florida, only four of the 86 relocations resulted in a return to the original site. For the 20 randomly selected sites, two out of the total estimated 126 requests resulted in a return to the original site; and of the eight larger systems that received requests for relocation, only four of the 56+ resulted in a return to the original site. The primary reason given for the return to the original site was complaints from mall customers and employees. In Sarasota, Florida, the mall received so many customer complaints that they requested Sarasota County Area Transit to return. In the responses received from

the 20 randomly selected transit agencies, one system responded that the shopping center came to the realization that their customers actually rode the bus. For the larger areas, the responses indicated the return resulted not only from pressure of citizens, including the disabled community, but also from workers who depended on public transit for their work commute.

Table 1.3
Number of Systems that Have Relocated and Later Moved Back to Original Site

System Group	# of Systems Requested to Relocation	# of Systems Relocated and Returned to Original Site	# of Times Relocated and Returned				
			1	2	3	4	N/R
Florida Systems	12	4	2	1	0	1	0
20 Randomly Selected	7	2	1	0	0	0	1
30 Largest Systems	8	4	3	1	0	0	0
Total	27	10	6	2	0	1	1

Challenges to the Relocation Request

Question 4 has two parts: the first asked if any of the transit agencies had legally or politically challenged a request to move; the second asked if they were aware of any legal decisions related to transit access to private property. Table 1.4 identifies the number of challenges made to the request for relocation and whether those challenges were successful or unsuccessful. As provided below, 11 of the relocation requests were challenged, with ten of those challenges being successful and one decision pending.

Table 1.4
Challenges to the Relocation Requests

System Group	# of Systems Requested to Relocate	# of Systems Challenging Request	Successful	Unsuccessful	Decision Not Yet Rendered
Florida Systems	12	4	3	0	1
20 Randomly Selected	7	3	3	0	0
30 Largest Systems	8	4	4	0	0
Total	27	11	10	0	1

The request for information of any known legal decisions regarding public access to private property resulted in the identification of three cases. In New Jersey, a shopping center forced the removal of an on-site bus stop. The shopping center was subsequently found to be liable after a disabled transit rider was critically injured while traveling between the relocated bus stop and the center.

In 1995, a 17-year old single mother was hit by a dump truck while trying to cross a seven-lane highway to get to her job at the Walden Galleria Mall in suburban Buffalo, New York. She later died without gaining consciousness. The bus she took to work had been prohibited from stopping in the parking lot. In October 1999, the family of the victim filed a wrongful death lawsuit against the shopping mall owners, the Niagara Frontier Transportation Authority (NFTA) and the company that owned the dump truck, seeking \$150 million in damages. On November 17, 1999, the New York State Supreme Court announced the end of the trial with a \$2.55 million settlement that will be distributed to the victim's 4 year old son over an undetermined amount of years. The defendants assumed no liability in the woman's death, but all will contribute to the settlement. The mall owners, the Pyramid Company of Buffalo, will pay \$2 million in the settlement, the dump truck owner will pay \$250,000 and the NFTA will pay \$300,000.

In Connecticut, the Greater Bridgeport Transit District (GBTD) challenged the Trumbull Mall's decision to exclude transit buses from the mall. The mall's management company believed buses would promote crowding and loitering by teenagers. Due to the large minority patronage of the system, there were suggestions that racism may have had a role in the decision. GBTD lost their challenge in a non-binding arbitration,

"because the district was an agency, and had no standing to raise claims that could be raised by an individual."

In December 1998, the Florida Attorney General's Office issued an Advisory Legal Opinion (AGO 98-81) on the issue of roads and the use of public funds to maintain private property. The City of Neptune Beach requested the Attorney General's opinion on whether or not the city could expend public funds for the maintenance of a permanent easement through privately-owned commercial property that connects two adjoining privately owned commercial properties used as parking lots. In the AGO, it was concluded that the City did have the authority to expend public funds for the maintenance of the permanent easement through privately owned property, as long as the easement grants the public the right to travel on the property. In a prior opinion (AGO 92-42) it was determined that a local government could not expend public funds to repair and maintain private roads where members of the general public were not allowed. However, if a local government participates in the maintenance, construction or repair of roadways or parking lots on private property, then access to the public cannot be denied.

Developers'/Property Managers' Issues Related to Transit Access to Developments

Question 5 of the survey had two parts. The first part requested transit agencies to provide their interpretation of why developers/private property owners feel transit should not have access to their property, based on a list of common issues/concerns. The second part of the question asked if there were any differences based on the location of the development (i.e., urban, suburban, or rural) and if so, requested a brief explanation of why there is a difference. The total responses received are ranked in order of significance. Loitering and vehicle weight were identified as the most frequently given reasons for transit agencies being denied access on private property. Crime was the third most frequent response, followed by physical constraints, garbage, limited parking, fluid drippings, fumes, other, and accidents. Clearly the perception of transit vehicles as "dirty" and transit riders as "undesirables" played a role in the relative significance of each of these reasons. Some of the narrative in the survey responses to this question indicated the following comments: *"Our passengers aren't their customers. Transit riders don't spend money. Shopping centers are afraid transit users will use shoppers' parking."* Also expressed was the fear that transit will bring 'undesirables' from the inner city. *"Minimal economic value of the transit customer."* When asked about the location of development (urban, suburban or rural), transit agencies noted little difference.

Table 1.5
Transit Agency Perceptions Regarding Developers/Property Managers'
Reasons for Denying Access to Property
(In order of significance based on total)

Reason Cited	Florida Properties	20 Random Sites	30 Largest Systems	Total
Loitering	12	5	6	23
Vehicle Weight	9	6	8	23
Crime	8	4	8	20
Physical Constraints	7	5	7	19
Garbage	8	5	5	18
Limited Parking	6	5	7	18
Fluid Drippings	7	3	7	17
Fumes	7	4	5	16
Other	4	2	3	9
Accidents	4	2	1	7
Total	72	41	57	170

Discrimination

Question 6 of the survey asked if there was the perception that access was denied or removed due to racial or income discrimination because of rider profiles. Table 1.6 provides the responses to this question by each of the system groups. The incidence of income discrimination was the most prevalent form of discrimination identified in the survey responses with 29.0 percent of the agencies that responded indicating that income discrimination was the reason for relocation requests or denied access. Over 19 percent of the respondents indicated that racial discrimination was the primary reason for being denied access to a property or being requested to relocate. Of the largest transit agencies that responded to the survey, 30 percent indicated that racial discrimination was the leading motivator in denied access or requests to relocate. Of the randomly selected agencies, over 44 percent felt that income discrimination was the leading cause. A significant number of Florida systems (25 percent) also felt that income discrimination was a leading factor in decisions to deny access or requests to relocate. While 16 responses, or over 51 percent of the total, indicated that neither racial nor income discrimination were factors in the relocation requests, several transit

agencies suggested that requests to relocate were motivated by either racial or income discrimination, although unproven. Four systems indicated that there is an element of both racial and income discrimination in the relocation requests. Specific comments included: *"Can't prove a thing. Developers are bold enough to say they do not believe 'transit people' fall into their customer base. Some regional centers have attempted to deny access because bus riders do not fit the racial or income criteria they are seeking."*

Table 1.6
Incidence of Discrimination, by Type

System Group	Racial Discrimination	% of Total	Income Discrimination	% of Total	Neither	% of Total
Florida Systems	2	16.7%	3	25.0%	7	58.3%
20 Randomly Selected Transit Agencies	1	11.1%	4	44.4%	4	44.4%
Largest Transit Agencies	3	30.0%	2	20.0%	5	50.0%
Total	6	19.4%	9	29.0%	16	51.6%

Incentives for Private Property Developers/Managers

Question 7 provided a list of the most often used incentives offered to assure a better working relationship with private developers and asked respondents to mark those offered. Table 1.7 illustrates the frequency of each of these responses. Responses are ranked based on the total responses for each incentive. The incentive most frequently used by the responding transit agencies is the installation of amenities, such as shelters and benches. Maintenance activities, including periodic cleanings, are also used by a significant number of transit agencies.

Table 1.7
Incentives Offered to Private Property Developers/Managers

Incentive	Florida Systems	Randomly Selected	Largest Systems	Total
Installation of Amenities	10	8	6	24
Maintenance of Stops on Site	9	6	6	21
Periodic Cleanings	5	5	6	16
Concrete Pads	4	5	4	13
Other Incentives	4	1	3	8
Maintenance Agreements	4	0	3	7
Free Ad Space	1	0	0	1

"Other" incentives used by transit agencies include noting the location of major shopping centers served in advertising materials and bus maps; providing snow removal; paying for lighting of the site; hold harmless agreements that limit the property's liability; and, through local development ordinances, allowing a reduced number of parking spaces required for a development.

Local/State Ordinances/Laws Requiring Public Access to Private Property

Question 8 in the transit agency survey asked if the agency was aware of any local or state ordinances/laws that require public transportation access to private property. Table 1.8 identifies those responses. Seven out of the 12 Florida systems responding to the survey indicated that they did have local ordinances/laws that require public transit access to private property, while only one of the large transit agencies and none of the randomly selected systems had local or state ordinances/laws supporting public transit access to private property.

Table 1.8
Existence of Local or State Ordinances/Laws
Requiring Public Transportation Access to Private Property

System Group	No	Yes
Florida Systems	4	7
Randomly Selected Systems	9	0
Largest Systems	9	1

As mentioned above, a number of Florida systems have local ordinances/laws supporting public transit access to private property. In Manatee County, the locally developed and adopted Land Development Code addresses various access issues. In Dade County, the Miami-Dade Impact Committee may not approve any large-scale development orders if there is no provision for transit service. Restrictions vary by location. In Alachua County, some traffic mitigation agreements contain language that requires developers to construct bus bays or shelters, and allow public transit vehicles to enter the property. In Pinellas County, some developer agreements require transit access to be permitted in exchange for reduced transportation impact fees. Palm Beach County now requires public transit access to private commercial property. Access to development is confirmed during the site plan approval and permitting process. In Duval County, Developments of Regional Impact (DRI's) are required to accommodate public transportation access onto major developments, including regional shopping malls.

Within the group of the largest transit agencies in the United States, only the Bi-State Development Agency in St. Louis, Missouri has a local ordinance that requires public transportation access to private property. In new developments, redevelopments and expansions, bus access must be identified prior to permits being issued.

Participation in Site Plan or Zoning/Rezoning Reviews

Many of the successes indicated in the survey were a result of the participation of transit agencies in the site plan review and zoning/rezoning processes. In Florida, 11 of the 12 responding agencies participate in the review of new site plans or zoning/rezoning requests. In Manatee County, the transit agency requests bus stops/shelters, where appropriate. Otherwise, they have been successful at getting enhanced design stipulations, bicycle/pedestrian enhancements, community space, enhanced buffers,

sidewalks, and other traffic calming devices, which are all beneficial to transit. In Pinellas County, an agreement with a developer resulted in a reduction of impact fees in return for building a shelter foundation and giving the Pinellas Suncoast Transit Authority (PSTA) a 99-year easement. Other items requested by Florida's transit agencies include, but are not limited to:

- High building overhangs to allow room for a the bus to maneuver safely through parking lots;
- ADA access, bus bays, and shelters;
- Turning radii that meet clearance standards;
- Agreements in which developers have to buy bus passes for a certain period of time;
- Pull-out bays and transfer facilities that are tied to DRIs;
- Concrete pads; and
- Lighting.

The responses received from the randomly-selected systems were similar to those cited above. Other items identified include wheelchair pads, use agreements, and leases or easements for long-term location. The larger systems reported similar requests for improving transit accessibility to private property.

Lessons Learned

Question 10 of the survey instrument asked transit agencies to share any other lessons learned from their relationships with private developers/managers. A number of responses were received providing both lessons learned and suggestions for others who may have recently been requested to relocate or who anticipate future involvement.

The following comments were provided by the Florida transit systems surveyed.

- We have found that there is a lack of awareness of public transit on the part of private developers. They do not consider transit when developing their plans.
- When our tenant would not allow us to park in front, we talked to other tenants to get a new bus stop.
- Best to stay out on the street and get out of the door-to-door mail service.
- Most are favorable relationships.
- Do not design route changes to go through private property until a legal agreement is in place.

- Need to get developers involved in the planning stages of new service and work with them on routings, location of stop(s), passenger amenities, etc.
- Colleges/universities may be easier to work with, since they are public. The local community college has been easier to work with than a private one.
- Money talks. This includes values associated with advertising trade.
- If comprehensive plans and concurrency manuals are written properly, transit can be used to mitigate trip generation and parking requirements. However, to meet concurrency, the trip reduction must be verifiable.
- Be proactive with new developers; often they will welcome an internal transit stop.
- Civic duty rarely persuades any developer or manager to cooperate. We have to demonstrate that they will receive an immediate payback (i.e., credits to reduce impact fees, or the number of parking spaces needed on site) or a reduction of future assessments.

The following comments were provided by the randomly-selected transit agencies.

- We have a very low unemployment rate so employers are glad to have us.
- Most successful developments are either mandated to include transit as part of the local process or have some incentives offered for developer credits.
- Try to keep in touch with them to solve problems before they get out of hand.
- Have all your ducks in a row before you face the opposition.

The following comments were contributed by the largest transit systems in the country.

- Emphasize that buses bring customers and revenue to private developments.
- Seek recourse through the political process if a developer tries to remove a bus stop from his property.
- We have learned to be up front from the very beginning and let developers know what to expect (i.e., adequate roadway service, staging areas for buses and amenities). We also try to enlighten them on possible problems such as trash, fumes, dripping from buses, etc.
- There is reluctance to work with the transit agency unless local government either requires them to do so or is supportive through zoning incentives.
- Contracts must be ongoing. Most centers change management frequently without notice.
- It has been our experience that the office and industrial parks have requested bus service.

- Reducing required parking spaces of expansion plans leveraged development of the first area transit center at a shopping mall.

1.3.3 Common Threads

Government Intervention/Incentives - A significant number of respondents indicated that government intervention (such as impact fee and parking space reductions or other forms of developer credits and incentives) reduced or eliminated the incidence of relocation requests. Other items included actual development codes or concurrency requirements that enabled developers to utilize the incorporation of transit service as a mitigation tool to decrease the impacts of their developments on the transportation network.

Contractual Relationships - The existence of formal agreements either between the local government or the transit agency and the private property developer/management group was listed as a powerful tool in decreasing the risk of having to relocate. A formal agreement coupled with government intervention/incentives is very effective.

Education - It appears that education is a necessary ingredient in alleviating some of the perceptions of transit services and patrons. A number of comments listed above point to a lack of education and understanding among the players involved.

Commute Alternative/Welfare to Work - Though only mentioned once, low unemployment rates have increased the number of low-income citizens who are now working. Many of these individuals are a part of state and federal welfare reform initiatives. A significant number of these individuals rely on public transportation for their commute. Regional malls and shopping centers employ those with minimal work experience and/or education to fill entry level positions and are beginning to recognize the importance of the availability of public transportation services for these employees.

1.4 PUBLIC TRANSIT BUS ACCESS TO PRIVATE PROPERTY (PRIVATE PROPERTY DEVELOPER/MANAGER SURVEY)

The purpose of the private property developer/manager survey was to identify major concerns of private property owners/managers as they relate to allowing direct vehicle access to public transit providers. Questions in the survey addressed the following:

Type of properties managed/developed.

- Regional shopping centers
- Community-level shopping centers (Wal-Mart, K-Mart)
- Neighborhood-level shopping centers (supermarket and minor tenants)
- Regional office parks
- Mixed-use development/Industrial parks
- Other

The importance of direct access to their development by the local transportation system (responses ranged from very important to not important).

- Community
- Retailers at your site
- Employees of the retailers

Who makes the decision regarding whether the development will allow public transportation access to the development?

- Local or state regulations require it
- Individual mall manager
- Regional office
- National office

Have they ever requested the local public transit system to remove a bus stop/transfer location from the development? If yes:

- Did they relocate on-site or off-site?
- Explain the specific site type and the circumstance(s) surrounding the request

For each of the listed issues, developers/managers were asked to indicate the level of importance of each for deciding whether to allow/continue to allow public transit service access onto the property.

- Physical constraints of the site
- Limited number of parking spaces for transit use
- Bus/auto accidents
- Vehicle weight (damage to pavement/curbs)
- Dripping of fluids

- Garbage associated with riders
- Fumes from the bus
- Riders loitering
- Perceived threat of crime
- Complaints from other tenants/customers
- Other

For each of the incentives listed, developers were asked to rank by level of importance, those that could be offered by the transit system to improve a cooperative working relationship.

- Installation of concrete pads
- Free advertising space on buses/shelters
- Maintenance agreements
- Installation of amenities
- Periodic cleanings
- Maintenance of bus stops on site
- Reduced on-site parking space requirements
- Other

Awareness of any local or state ordinances/laws in their jurisdiction that require public transportation access to private property. If yes, under what circumstances?

Developers/managers were asked what types of designs, amenities, and/or agreements are they required by state or local statute or ordinance, or by zoning requirements to offer to the local public transportation systems.

1.4.1 Private Property Developer/Manager Survey Results

The transit agency survey asked respondents to list the names of developers/managers within their service areas. A total of 73 private property developers/managers were identified. CUTR staff faxed surveys to each of the properties identified by the transit agencies and phoned each property to encourage their participation. Of those properties surveyed, 12 completed and returned their surveys. Of these, three were Florida properties, four were from developers listed by the randomly-selected transit systems, and the remaining five were located in the service areas of the 30 largest transit systems. Ten of the 12 properties manage or have developed regional malls, while the remaining two properties manage or have developed mixed-use projects or

industrial parks. The responding developer/manager's answers to the survey questions are summarized in the following sections. Detailed survey results can be found in Appendix E.

Type of Private Property Managed/Developed

Thirty-nine regional malls are managed or developed by the ten responding developers/managers. All of the Florida properties and those identified by the 20 randomly-selected transit agencies manage or have developed regional shopping malls. Two of the respondents manage or have developed mixed-use developments or industrial parks. Both of these were from developers identified by the 30 largest transit agencies.

Importance of Direct Access to the Development by the Public Transportation System

Question 2 asked developers/managers to identify the relative importance (on a scale of 1 [not important] to 5 [most important]) of direct access to public transportation within their developments by the community, retailers at the site, and employees of the retailers. Table 1.9 summarizes the average scores for each of the groups identified. As shown in Table 1.9, developers/managers feel that public transportation is more important to the community than to their retailers or to the employees of the development.

Table 1.9
Importance of Direct Access to the Community, Retailers, and Employees

Location of Property	Community	Retailer	Employees
Florida	4.33	3.67	3.67
20 Random	4.25	3.50	3.87
30 Largest	3.80	3.60	3.20
Total Average Score	4.13	3.59	3.58

Decision-Making

Question 3 asked developers/managers who makes the decisions whether or not public transportation will be allowed access to their developments. As illustrated in Table 1.10, it is primarily the individual mall manager who makes decisions related to access on the property. The only private property developer/manager who indicated that local or state regulations dictate access requirements was the Lynnhaven Mall in Tidewater, Virginia. Interestingly, national offices are more involved in decision-making related to access than regional offices.

Table 1.10
Who Makes the Decision - Access vs. Non-Access

Location of Developers/ Managers	Local or State Regulations	Individual Mall Manager	Regional Office	National Office	Total
Florida	0	1	0	2	3
20 Random	1	2	0	1	4
30 Largest	0	4	0	1	5
Total	1	7	0	4	12

Relocation Requests

Question 4 asked developers/managers if they had ever requested a public transit system to remove a bus stop/transfer location from their development. Table 1.11 provides the responses given. The three respondents from Florida indicated that they had never asked the local transit system to remove a bus stop/transfer location. Only one of the four developers/managers located within the areas randomly selected indicated that they had requested the local transit system to remove a bus stop/transfer location. Of those developers/managers in the areas served by the nation's largest transit agencies, two of the five who responded indicated that they had requested their transit agencies to remove a bus stop and/or transfer location.

Table 1.11
Private Property Developers/Manager
Who Have Requested Removal of Transit Stop/Transfer Location

Location	No	Yes	Total
Florida	3	0	3
20 Random Areas	3	1	4
30 Largest	3	2	5
Total	9	3	12

Of those developers/managers who have requested the removal of a transit stop/transfer location, Question 4 asked them to specify the actual number of times they had requested a removal of a transit stop/transfer location. From the 20 randomly-selected agencies, there was only one request for removal. Of the two developers/managers who responded "yes," one had requested the removal of bus stops/transfer locations two times, while no response was provided by the second property.

The last part of Question 4 asked developers/managers if the transit agency relocated on-site or off-site. The respondent from the randomly-selected area indicated that the transit agency was moved off-site. In the areas served by the largest transit agencies, the transit stop relocated on-site.

Potential Issues Leading to a Decision to Allow/Continue to Allow Public Transit Access

Question 5 of the survey instrument asked private property developers/managers to indicate for each of the items provided, the level of importance each represented in a decision whether to allow/continue to allow public transit access to their property. Respondents were asked to rank the relative importance of each on a scale from one to five, with one being not important and five representing the most important issues involved. Table 1.12 summarizes the responses received for each of the issues identified and provides an average score for each. Scores were averaged by multiplying the number of responses received by the relative importance (one to five) of each issue and dividing the total by 12 (the number of respondents). The two most significant issues for private property developers/managers when deciding whether to continue or allow public transit access to their developments were the perception that transit riders would loiter and the potential for an increased threat of crime in and

around the transit stop/transfer location. Physical constraints of the site was also an issue listed as important, closely followed by the weight of transit vehicles and concerns that they might cause damage to pavement and curbs, the limited number of parking spaces available on site and garbage from the riders.

Table 1.12
Transit Issues
Level of Importance to Private Property Developers/Managers
(In order of significance)

Issues Regarding Transit Access	Most Important					Not Important	
	5	4	3	2	1	Average Score	
Loitering	6	1	4	1	0	4.00	
Perceived Threat of Crime	5	3	3	1	0	4.00	
Physical Constraints of the Site	5	3	3	0	1	3.92	
Vehicle Weight	5	4	0	2	1	3.83	
Garbage from Riders	3	3	4	2	0	3.58	
Limited # of Parking Spaces	4	3	2	2	1	3.58	
Dripping of Fluids	2	6	1	2	1	3.50	
Bus/Auto Accidents	3	4	2	1	2	3.42	
Complaints from Tenants/ Customers	2	3	6	0	1	3.42	
Bus Fumes	1	2	4	4	1	2.83	
Other	0	0	0	0	0	0.00	

Level of Importance of Incentives

Question 6 of the survey instrument asked private property developers/managers to indicate the level of importance of various incentives that could be offered to improve the cooperative working relationship between a private property developer/manager and the local transit agency. Respondents were asked to rank the relative importance of each on a scale from one to five, with one being not important and five representing the most important incentive that could be offered. Table 1.13 summarizes the responses received for each of the incentives identified and provides an average score for each.

Scores were averaged by multiplying the number of responses received by the relative importance (one to five) of each incentive and dividing the total by 12 (the number of respondents). The most important incentive that can be offered to improve the cooperation between private property developers/managers and the local transit system is providing periodic cleanings of the bus stop/shelter area and/or transfer location. Other valued incentives include general maintenance agreements, ongoing maintenance of the bus stop/transfer location, and the installation of concrete pads.

Table 1.13
Level of Importance of Incentives
for Private Property Developers/Managers

Incentives	Most Important					Not Important	
	5	4	3	2	1	Average Score	
Periodic Cleanings	8	4	0	0	0	4.67	
Maintenance Agreements	8	2	2	0	0	4.50	
Maintenance of Bus Stops on Site	8	3	0	1	0	4.50	
Installation of Amenities	6	3	2	0	0	4.00	
Installation of Concrete Pads	7	2	2	0	1	4.17	
Free Ad Space	3	5	2	2	0	3.75	
Reduced On-Site Parking Space Requirements	3	3	4	0	2	3.42	
Other	0	0	0	0	0	0.00	

Local/State Ordinances/Laws Requiring Public Access to Private Property

Question 7 of the survey asked if the private property developer/manager was aware of any local or state ordinances/laws that require public transportation access to private property. Table 1.14 identifies those responses. None of the private property developers/managers who responded to the survey were aware of the existence of any local or state ordinances or laws that require public transit access to private property.

Table 1.14
Existence of Local or State Ordinances/Laws
Requiring Public Transportation Access to Private Property

Location of Private Property Group	No	Yes
Florida	3	0
Randomly Selected Sites	4	0
Largest Transit System Areas	5	0

Designs, Amenities, and/or Agreements Required by State or Local Statute, Ordinance or Zoning

The majority of respondents indicated that there were no state or local statutes, ordinances, or zoning requirements that require them to offer any special design considerations, amenities or agreements to the local transit system. Others indicated that they were not aware of any requirements. One of the respondents from the 20 randomly-selected areas indicated that they were required to provide a bus stop. One of the respondents from the areas served by the largest transit agencies was required to include a transit plaza on the original site plan for the development. The site planning for the plaza included amenities such as a shelter area, bathrooms, and a concession area within a lounge setting.

Lessons Learned

Question 9 of the survey instrument asked developers/managers to share any other lessons learned from their relationships with transit agencies. A number of responses were received providing lessons learned, general comments, and suggestions for improved communication between developers/managers and the local transit agency.

The following comments were provided by developers/managers from Florida:

- Under-utilized;
- Ridership not a part of customer base;
- Perceived high levels of crime;
- Safety concerns at shelters, while riding, and at discharge locations;

- Keep waiting area of empty buses away from mall building (fumes, traffic, loitering);
- Have good relationship with the local transit agency so problems get handled quickly;

The following comment was provided by developers/managers in areas served by the randomly-selected transit agencies.

- Maintenance/housekeeping problems were our biggest issues with public transportation. Our parking lot pavement was ruined in areas due to bus traffic, and the shelter area was never maintained properly. Decreasing service of the area from seven buses to one has helped.

The following comments were provided by the developers/managers in areas served by the largest transit systems.

- A major concern is damage to asphalt, especially at stop signs due to the weight of vehicles and frequency of schedules. Asphalt repairs are expensive and disruptive.
- We've always had a good relationship and our communication with various departments/people has also been solid. We both recognize we need each other to make the process work for our customers, clients, and general public.

1.4.2 Common Threads

Negative Physical Attributes and Damage to Property - The majority of comments received from transit agencies are related to physical attributes of transit vehicles and damage that can be caused by those attributes, such as the weight of vehicles, potential for costly pavement repairs, and various vehicle discharges (i.e., fumes, oil, etc.).

Maintenance of Bus Stops - As provided in the comments above and supported by the survey responses, maintenance of bus shelters and adjacent areas is a genuine concern among private property developers/managers. Those incentives most important to developers/managers, as identified in Table 1.13, include periodic cleanings at bus stop locations, maintenance agreements, and maintenance of on-site bus stops. This should be considered as a focus area in negotiations and/or dialogue with private property developers/managers.

Perception that transit riders do not fall within their customer base or that the presence of public transportation would lead to increased loitering or crime - As provided in the comments above and supported by the survey responses, a number of private property developers/managers felt that transit riders are not representative of their customer base. Further comments suggest that the existence of public transportation (and therefore the existence of public transit riders) would increase loitering and crime at the bus stops/transfer areas or waiting areas.

Below is a summary of significant issues in being denied access to a development or relocation requests and the importance of various incentives that may be offered to private property developers/managers for allowing public transit access.

1.5 ISSUES OF SIGNIFICANCE IN DENYING OR RELOCATING TRANSIT STOPS

Transit agencies and developers/managers responded similarly when identifying issues of significance in denying access to transit vehicles or relocating a transit stop/transfer area. The primary issue for developers/managers, as identified by the transit agencies, was loitering. The survey responses received from developers/managers confirmed this perception. Relative rankings of the remaining issues were also quite similar between the perception of transit agencies regarding what they felt were primary issues of significance to the developers/managers, and what developers/managers indicated were their primary issues.

Table 1.15
Issues of Significance in Denying or Relocating Transit Stops
As Ranked by Transit Agencies and Developers/Managers

Reason Cited	Transit Agencies	Developers/ Managers
Loitering	1	1
Vehicle Weight	2	4
Crime	3	2
Physical Constraints	4	3
Garbage	5	5
Limited Parking	6	5
Fluid Drippings	7	7
Fumes	8	10
Other	9	11
Accidents	10	8
Complaints from Tenants/Customers	N/A	9

1.5.1 Importance of Incentives as Ranked by Transit Agencies and Developers/Managers

While transit agencies and developers/managers responded similarly when identifying issues of significance in denying access to transit vehicles or relocating a transit stop/transfer area, responses varied on level of importance of incentives that could be offered to facilitate cooperation with private property developers/managers. While the installation of amenities was thought to be the highest priority by transit agencies, periodic cleanings of the bus stop and adjacent areas was identified as the number one incentive by private property developers/managers. Maintenance of bus stops on site was the second most important incentive for both transit agencies and private property developers/managers. Another response which varied widely was while transit agencies identified maintenance agreements as a lower priority (6th), this incentive was a high priority for private developers/managers (tied for 2nd). It was speculated that the reduction of on-site parking requirements for private property developers/managers would be an important incentive. However, the results of the survey found that it was of little importance to them.

Table 1.16
Importance of Incentives
As Ranked by Transit Agencies and Developers/Managers

Incentives	Transit Agencies	Developers/Managers
Installation of Amenities	1	4
Maintenance of Bus Stops on Site	2	2
Periodic Cleanings	3	1
Installation of Concrete Pads	4	5
Other	5	8
Maintenance Agreements	6	2
Free Ad Space	7	6
Reduced On-Site Parking Space Requirements	N/A	7

1.6 SUMMARY

While responses received from transit agencies and private property developers/managers varied to some degree, the issue of transit access is clearly important to both. As presented earlier, there are 681 properties being served by the transit agencies that responded to the survey. Of these properties, there have been more than 268 requests to relocate or remove a bus stop or transfer location. It is important to note that the survey did not ask transit agencies to provide the number of times access to a private property has been denied altogether. Transit agencies identify this as a critical issue. In many cases, these properties serve as timed transfer locations. The removal or relocation of the stop/transfer location has the potential of creating significant operational burdens for the transit agencies and unsafe or reduced access for transit patrons.

Private property developers/managers tend to have misperceptions regarding the effects of having transit vehicles and patrons on their property. Earlier, the transit issues of private property developers/managers were presented and included items such as loitering by transit riders and a perceived increased threat of crime. Transit agencies also tend to have misperceptions regarding how private property developers/managers generally feel about providing access to their properties for public transit vehicles.

Clearly, the lack of communication and education on the part of both the private property developers/managers and their transit agency counterparts is an issue. The next step in this project is to develop guidelines for use by transit agencies and local governments to assist them in gaining and maintaining transit access to private properties. Specific techniques that will be examined and included within these guidelines include regulatory activities, such as incorporating transit into local land development regulations, transit friendly zoning and site planning requirements, mitigation activities, and the use of incentives such as relaxed development requirements in exchange for public amenities and design that furthers public transit access. This could include reduced parking space requirements, reduced impact fees; reduced trip generation rates for the development, etc. Also included will be guidelines to assist public transit agencies when negotiating access issues with private property developers/managers.

This is
a blank
page

2. TRANSIT ACCESS TO PRIVATE PROPERTY NEGOTIATION GUIDELINES

2.1 INTRODUCTION

Transit agencies can have difficulties convincing private property owners (regional malls, strip centers, office parks, etc.) to include a bus stop on their property. At times, transit agencies have had to remove existing bus service from private properties, at the request of the property owner or manager. Some property owners fail to see the economic benefits of transit service, and cite negative impacts, such as loitering and littering, as reasons for removal. Serving regional shopping centers and office park developments from the street can cause excessive walking distances, as well as safety and security problems for transit patrons. Where a regional shopping center is used as a transfer center, moving to an alternative site can be costly to the transit agency and cause passenger inconvenience.

Literature is replete regarding design and regulation for transit-friendly communities; however, implementation would require changing community goals to focus on transit, which would involve modifying long range plans, zoning, and development regulations. This section provides guidelines intended to supplement existing plans in an effort to demonstrate how local governments can develop ways to achieve private property cooperation with transit. They can be adapted to the extent that a community desires to participate in the advancement of transit. These guidelines are provided for direction and assistance toward accommodating transit, to benefit everyone in the community. They can be used to supplement existing regulations, or can be used as a springboard for more comprehensive transit goals, according to local preference.

It was initially thought that accessibility issues could be addressed at the state level, but survey results revealed that it would be more appropriate at the local level. Transit access should include intergovernmental coordination, but if not possible, sole efforts will suffice. If no standards are in place, it will be necessary to overcome obstacles that could have been avoided.

In areas of Florida where transit service is just beginning, obtaining legal documentation allowing on-site bus service is advantageous. Trying to go back after the system is established can be time-consuming, complicated, and less effective.

Overall, Section 1 clearly establishes that private property developers/managers tend to misperceive the effects of having transit vehicles and patrons on their property. Public transit agencies also tend to misunderstand issues of private property developers/managers, particularly as they relate to incentives that offset negative impacts by allowing public transit access to their property. Clearly, the survey showed that the lack of communication and education on the part of both the private property developers/managers and their counterparts at public transit agencies is a central issue.

It is important to note that motivation on the part of private property developers and managers are different. Developers are primarily interested in incentives that can be offered to them during development or site plan review. (Discussed later is the role transit agencies should play during the development and/or redevelopment process, and the importance of establishing local government policies that direct same.) Mall owners/managers have a different perspective. They are generally interested in cleanliness of the bus stop, amenities provided on site, and/or provision of maintenance. Understanding the incentives that are most important to these individuals, as represented above, led to more advantageous negotiations when access is being requested.

In order to effectively negotiate agreements with private property representatives, particularly mall managers, it is important for public transit agencies to define the role they are willing to play in alleviating some of the primary concerns identified. Transit agencies should be willing to provide valued services. The development of formal, written agreements defining these roles is critical. Items that should be included in these agreements, at a minimum, are provided in Section 3.8, *Mitigation for Transit Access*.

2.2 TYPES OF TRANSIT STOPS

There are four different types (or uses) of bus stops, each having different needs, design standards, and location requirements. To determine the extent of site impacts, it will be necessary to identify the type of stop and the approximate number of times a bus will enter and exit a site. (The Transportation Research Board¹ was used as a source for the following definitions.)

Bus Stop

An area where passengers wait for, board, and alight buses.

Transfer Location

An area where passengers wait for, board, alight, and transfer between buses. This means that the location is served by more than one bus route. A transfer location can be as simple as a stop, or as complex as a facility with multiple bus bays, depending on the quantity of service provided.

Park and Ride

An access mode to transit in which patrons drive private automobiles to a waiting area, park the vehicle in the area provided for that purpose, then ride the bus to their destination.

Layover Zone

A designated stopover location for a transit vehicle at or near the end of the route or line or at a turnback point. This location usually has amenities for bus drivers to take a break.

2.3 ECONOMIC BENEFITS OF ON-SITE TRANSIT SERVICE

On-site bus stops encourage users to choose certain businesses over others, due to the ease of access. This is especially true with regard to grocery shopping and when a business is difficult to access by walking. In general, people are more likely to shop where businesses are easily accessible, especially elderly persons who cannot walk from an off-site stop, or mothers with small children who do not feel safe crossing streets and parking lots.

Transit service helps businesses by increasing access to the labor pool, which provides a greater selection of employees to choose from and/or reduces labor costs. Tardiness and absenteeism are also reduced when workers have a reliable means of transportation.²

On-site stops also contribute to goodwill in the community. People are usually aware of those businesses who are committed to helping the community and, while not necessarily measurable in terms of economic return, they certainly gain a positive image.

2.4 LEGISLATIVE ACTIONS TO IMPROVE COORDINATION

Growth Management Act. First, it is important to understand a few basic requirements mandated under Chapter 163, Florida Statutes, also known as Florida's Growth Management Act. Every local government is required to prepare a comprehensive plan which specifies how they will accommodate growth for ten years in the future. Every municipality with a population of greater than 50,000, and every county with a population of more than 75,000 must include a mass transit element to the comprehensive plan. This provides an opportunity to not only coordinate with an existing transit agency, but to determine the feasibility of transit within the following ten years.

One result of the Act was the institution of *concurrency*. This means that public facilities (roads, water, sewer, solid waste, drainage, parks and recreation, and mass transit) must have the capacity to serve new development. Section 163.3180(1)(b), F.S., affords local governments the option of using special level-of-service techniques in multimodal areas. This would allow more capacity for public facilities, which means more ability to develop. Governments exercising this option may have additional leverage to negotiate mass transit accessibility guidelines.

Local governments have the option of designating multimodal transportation districts in their comprehensive plans (§163.3180(15)(a)). These districts make pedestrian and transit movement a priority, and vehicle movement secondary. Designation of a multimodal district is a concurrency strategy, but also requires specific design elements to support its integration into the transportation system. Essentially, this would be a transit-oriented development district, where the focus of movement in the community is on pedestrians and transit. Businesses within a multimodal transportation district would be aware of the environment and would, most likely, be cooperative regarding transit accessibility. This may be the optimum circumstance for negotiating accessibility, as there is a good possibility that all affected parties and agencies are in correspondence.

Local governments are also required to adopt *Land Development Regulations (LDRs)* that must be "consistent with and implement their adopted comprehensive plan" (§163.3202(1), F.S.) This is what puts the plan into action. It contains detailed regulations for development. While it is important for transit agencies to coordinate with local governments during the comprehensive plan and update process, it is equally important to coordinate during development and update of LDRs. Aggressive coordination during these processes will ensure that future development will, at least, accommodate mass transit.

One effective means for coordination is through the *Development of Regional Impact (DRI)* process. A DRI is defined in §380.06(1) of the Florida Statutes, as "any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county." Because of its potential effects, many agencies are involved in reviewing the plan, including the Regional Planning Council, FDOT, Metropolitan Planning Organization (MPO) (if applicable), water management district(s), Florida Fish and Game Commission, Army Corp of Engineers, Department of Environmental Protection, local governments, transit agency (if applicable), and any other source the RPC deems appropriate. This comprehensive review ultimately results in recommended conditions for a development order (DO). The local government issues the DO, incorporating the recommended conditions. To ensure implementation, the DRI must file an annual report which includes an assessment of compliance with each individual condition in the DO.

Transit Development Plans (TDPs) must be completed by the transit agency and updated every year, outlining a five-year plan for the transit system. Information from the TDP is incorporated into the Long Range Transportation Plan, and ultimately, operating and capital improvements paid for via the Transit Improvement Program (see below).

Long Range Transportation Plans (LRTPs) are required by all Metropolitan Planning Organizations (MPOs). These are strategic plans that demonstrate how the transportation system will be able to provide for growth in the next 20 years. The transportation system includes roads, mass transit, ports, airports, and rail. The main difference between comprehensive plans and LRTPs is that the latter must include a demonstration of financial feasibility. It must show anticipated revenues, costs, and needs. In non-attainment areas, the LRTP must also demonstrate how improved air quality will be accomplished. Very often, MPOs rely upon mass transit (mainly buses) for this purpose.

Transportation Improvement Program (TIP) is completed annually by all MPOs, charting how the budget will be spent. This is important to transit agencies, since the majority of grant funding for transit systems filters through the state and U.S. DOT, and must be accounted for in the TIP.

The Americans with Disabilities Act (ADA) has many applicable standards and requirements for transit systems and property owners/developers. No specifics of that

legislation will be discussed herein; however, it should be noted that anyone involved in negotiation for public transportation accessibility must be aware of any and all relevant applications. (Refer to: 42 USC 12101)

2.5 TECHNIQUES FOR TRANSIT ACCOMMODATIONS

Several techniques can be used to obtain transit accommodations on private property, with consideration given to whether the property is developed or undeveloped. Most regulatory methods and regulatory-type incentives (generally specified in a development order) will be exercised on undeveloped or redeveloped properties. Non-regulatory incentives (usually in the form of agreements, easements and leases) will, most often, occur with developed properties. Whenever possible, non-regulatory incentives should be made with the owner, rather than the management company, to ensure an extended effective agreement period and to maintain the terms when a change in management occurs.

Often, the transit agency is also the local government, and thereby has the authority to implement many of the suggested techniques. For the benefit of transit systems who have a separate and distinct authority, agencies responsible for implementation are also identified.

Prior to any discussion regarding strategies or regulation, it will be necessary to first identify and designate transit service areas. This includes areas currently being served by transit and areas or corridors that are expected to be served when routes are expanded. This is different than the transit district which is usually identified for taxing purposes. Identification and designation will be done by the transit agency, preferably working with the local government, district Department of Transportation (DOT), and MPO, if applicable.

There are two types of approaches to achieving transit-friendly development: regulatory and non-regulatory (using incentives, disincentives, or agreements). Regulatory methods require certain actions, while non-regulatory methods encourage or drive desired actions. A regulation often increases the cost of development without providing a measurable economic return, while non-regulatory methods, such as incentives, provide a benefit that is equal to or greater than the cost of receiving it. It is also necessary to develop policies that will dictate how and when methods are applied. Using a full range of powers is most likely to accomplish a desirable outcome, while obliging all affected parties.³

Although these techniques are best when implemented prior to development, some can also be used for retrofit projects and/or redevelopment. Even if an area is not identified as a redevelopment area, a change in land use usually triggers a site plan review, at which time the adopted regulations will have an effect.

2.5.1 Regulatory

A regulatory approach dictates requirements. They are created by adoption or ordinance, and are written and applied as specified. As such, they can only be implemented by local governments. Predictable public policy makes for sound investments and saves everyone time and money. This provides a basis for fair and equal treatment, rather than arbitrary selection. Local regulations may include:

Mapping

Transit service areas can be shown on a map. This is a simple way to identify affected properties. Those properties within the designated service area would be subject to transit negotiation policies or regulations at the time of development. Simple identification of a transit area gives developers and landowners notice of potential obligations.

Zoning

Zoning is the division of land into districts with each district having its distinct regulations prescribing how the land may be used, and how development may occur. Zoning may be applied in a variety of ways.

- *Transit Overlay District.* Identified properties are assigned a standard special zoning district (commercial, residential, etc.) with transit controls being assigned in addition. The property and any improvements thereon are subject to both the standard zoning regulations and the overlay restrictions that accommodate transit. These may address any issues of concern such as pedestrian circulation, transit stop(s) if the development is over a certain size, turning radius, shelters, etc.
- *Conditional Zoning (most commonly, Planned Unit Development)* is the imposition of specific restrictions upon the landowner as a condition of the realization of the benefit of rezoning. It permits use of particular property subject to conditions not generally applicable to land similarly zoned.⁴ As applied herein, certain thresholds or identified properties within the transit area would be subject to a review before approval for development is granted.

Land Development Regulations (LDRs)

Accommodations for transit accessibility can be incorporated into land development regulations. This would specify when and how transit accessibility standards would be applied. LDRs dictate what development must do in order to receive a Certificate of Occupancy.

Sample language:

Bus Stops

New commercial developments exceeding 100,000 square feet in gross floor area and all new residential developments of more than 200 dwelling units shall provide on-site space for bus stops, to be coordinated with the transit agency. Such bus stops shall be separate and adjacent to travel lanes. In coordination with the transit agency, this requirement may be waived if there are existing transit stops in close proximity to the proposed project.

Pedestrian Circulation

A pedestrian circulation plan shall be provided for all development identified on the transit development map. Pedestrian ways shall be designed to provide access between parking areas and the building entrance in a coordinated and safe manner. Shared walkways are encouraged between adjacent commercial projects. Pedestrian access points shall provide connections to the adjacent public sidewalk system, transit stops and outparcels, and shall be identified by using signage, variations in pavement, or markings.

2.5.2 Non-Regulatory

Non-regulatory techniques employ coordination efforts which require good communication and negotiation skills. They result in combined efforts and dividends, and will have varying results. Table 2.1 shows each contracting technique, identifies the agencies which have employing authority, and whether each would be used on developed or undeveloped properties.

Table 2.1
Comparison of Contract Implementation

Type of Contract	Transit Agency	Local Gov't	Existing Development	New Development
Incentives	✓	X	✓	X
Disincentives		X		X
Development Agreements		X		X
Joint Development Agreements	X	X		X
Memorandum of Understanding	✓	✓	✓	✓
Other Agreements	X	X	X	X
Leases and Easements	X		X	X

✓ = used to a lesser degree

Incentives

In exchange for public amenities and design that furthers public transportation access, developers can be allowed to relax other requirements. Local governments may:

- Grant increased density or greater floor area ratio
- Lower parking requirements
- Decrease impact fees
- Reduce trip generation rates
- Reduce taxes
- Allow greater flexibility in mitigation

A sample of density bonuses and impact fee reductions, developed for use in Clark County, Washington, is found in Appendix F.

Transit agencies may work with the local governments or directly with property owners or managers in providing incentives such as permitting free advertising on buses or shelters.

Disincentives

In lieu of having incentives or regulatory requirements for accommodating transit, policies could be adopted that increase design standards or fees if accommodations for transit access are not made. While this is better than having no policies regarding transit considerations, this is not a preferred method. It actually sends a message that transit is a low priority, and allows developers the option of whether or not to participate.

Development Agreements

Trade-offs between public benefits and development incentives should be legally recorded in a way that assures each party will follow through. Development agreements usually run with the use of the land; however, they can also run with the land, binding each successive owner. Agreements ensure that the terms for development are clear and followed by all parties. (See §163.3227, Florida Statutes, for requirements of a development agreement.)

No amount of legally binding contracts or agreements will substitute for players that are aware of the agreements and will effect their implementation. This goes beyond the confines of the local permitting department. Planning, engineering, and enforcement departments of the local government, along with the regional planning council, metropolitan planning organization, transit agency, and whoever conducts site plan, transportation, and concurrency reviews needs to be aware of any incentives given, requirements, conditions, or agreements made.

The following (*Agreements, MOU, Lease*) can be executed by any or all pertinent agencies, including local government, DOT, transit agency, MPO, and/or RPC.

Joint Development Agreements

Joint development agreements specify how public and private developers will each contribute to the development of strategic projects, and hinge on the public and private sectors each performing on schedule. These agreements are particularly important with regard to redevelopment efforts. For instance, a business or property owner agrees to install awnings, lighting and landscaping improvements, and the city commits to improve the arterial, construct sidewalks, and consolidate driveways. Joint efforts are a good way for local governments to demonstrate their commitment to transit and their willingness to assist in retrofitting for the benefit of the community.

Memorandum of Understanding

A memorandum of understanding (MOU) is an effective way to clearly document the role of each agency in helping to implement a plan. An MOU sets forth goals,

objectives, actions, deadlines and funding responsibilities. This is not a contract to perform; it is merely an agreement of what needs to be done, and should be followed up with a contract for implementation.

Other Agreements

One way to protect transit accommodations is to get agreements from existing development. These agreements may be nothing more than a commitment to allow a transit stop on the property, whether or not one currently exists. They can be as simple or complex as desired. As stated previously, agreements should be made with the owner, rather than the management company, so that the terms will remain in place when a change in management occurs. These agreements would not necessarily negotiate any improvements. They may, however, involve negotiation and concessions by the local government. One area for negotiation is to stipulate that buses will stop only for boarding and alighting of passengers. Possible concessions include contributing to maintenance, cleaning, and/or surface repair of the bus stop and surrounding area.

Sample agreements can be found in Appendix G. They include:

Park and Ride

1. Between Hillsborough Transit Authority and a church to use the church property for a park and ride facility.
2. Between Hillsborough Transit Authority and Hillsborough County to use County property for a park and ride facility

Bus Stop in Shopping Center

3. Between Alameda-Contra Costa Transit District and a shopping center to allow bus stops concurrent with the use the shopping center, including ingress, egress, and layovers.

Customer Amenities Agreement

4. Between Central Florida Regional Transportation Authority and a local government to permit transit operation and construction of amenities within the local government right-of-way.

Hold Harmless Agreement

5. Between a private property owner and a transit agency to indemnify owner from liability arising out of negligent or careless operation of vehicles on site.

License Agreement

6. Between private property owner and transit agency granting the use of the property for a bus stop in exchange for monetary consideration.

Leases and Easements

These contracts allow use of the property for a specified purpose and term. They specify the conditions for use and the circumstances for rescission of the contract. A sample Agreement for Easement between the Hillsborough Transit Authority and a private property owner for the construction, maintenance and use of a park and ride facility is located in Appendix G.

2.5.3 Policies

Policies are general guiding principles by which agency affairs are managed. In simple terms, policies provide direction regarding how to accomplish goals. Every agency, public and private, has policies that dictate the course of action. At the very least, there should be a policy that requires every permit application to be reviewed to determine if the property is within the mapped transit district. If so, that would trigger transit accessibility negotiations and/or applicable regulations.

Policies should be in place that would track agreements made or incentives given. In the event of retreat or failure to comply, appropriate enforcement actions can be taken. This would ensure compliance and would validate the negotiation process.

No single method is sufficient enough to fulfill solid transit accessibility goals. It requires a combination of methods, each serving a separate function in the process. Regulations might require a bus pad or stop, but incentives allow extra credit for benches, covered areas, protected pedestrian ways, transit information centers, etc. Incorporating enforcement policies ensures the intended outcome. Types of methods used will vary, depending on location and development.

2.6 CONTRACT DEVELOPMENT

It is assumed that each agency's legal staff will determine specific language for any agreement or contract. As such, what follows is a brief description of elements that should be considered for inclusion, where applicable.

- Identify the parties and their business addresses.
- Identify the location of the subject property.

- Describe the terms of the contract:

- Who wants what

- (Transit agency wants use of property for ingress and egress)

- Purpose

- (For picking up and dropping off bus passengers)

- How many and/or how much, with an allowable maximum

- (16 times a day, not to exceed 20 times a day)

- Hours of operation

- (12 hours a day, from 7:00 a.m. to 7:00 p.m.)

- Exceptions

- (No Sunday service)

- What each party will do and/or what they will give to the other, such as incentives, construction, maintenance, replacement, utilities, shelters, etc. Can also include what each party will not do or not give to the other

- (Property owner will provide benches. Transit agency will provide directional signs and will install, repair, replace and maintain at no cost to the property owner.)

- Length of Contract and Terms for Renewal

- (100 years)

- Detail what happens if contract is breached

- (If property owner does not provide benches, transit agency will purchase and property owner will reimburse transit agency plus a 10% administrative fee.)

- Delineate what happens when contract is terminated

- (Transit company will remove directional signs.)

- State reasons for contract termination

- (The owner's cost becomes too great.)

- State conditions for contract termination

- (Owner must document costs incurred; must give 90-day notice of termination.)

- Each party provides proof of insurance

- Each party holds the other harmless

- Transferability of contract (to successors or assigns)

- Any changes to contract must be made in writing

2.7 SITE PLAN REVIEW

Local governments need to consider certain elements when reviewing site plans for transit accessibility. If a site does not adequately accommodate the bus or its patrons, it can create chaos for everyone – the transit agency, local government, private property owner, lessee, manager, and transit user.

Pedestrian Circulation

Transit trips usually begin and end with a walk. For people to walk safely and comfortably, there must be access through and between development sites. Good transit access begins with ensuring good pedestrian circulation. This also means eliminating or bridging barriers such as landscaping and swales that might interfere with accessibility. (See figure, below.)

Source: Planning Advisory Service, 468⁵

One feature of neighborhood shopping centers that needs special attention is outparcel development. These are typically designed for automobile access (restaurants, banks, pharmacy, etc.), often with drive-through lanes.⁶ This can be particularly dangerous to transit users who wish to patronize these facilities. For this reason, pedestrian circulation should be addressed in relation to the bus stop and other facilities within the area.

Turning Radii

To accommodate a bus stop on site usually means consideration for larger turning radii. (See Appendix H for Bus Turning Template.)

Building Overhang

Building overhangs must be high enough to allow room for the bus to maneuver safely through the parking lot.

Lighting

Safety is an important factor for transit users. A well lit area for waiting, along with good lighting for pedestrian circulation is needed.

Sample language:

Lighting for safety shall be provided along walkways, at entryway, between buildings, and in parking areas.

Conveniences

This may include a shelter and benches, trash receptacles, rest rooms, transit schedules, etc.

One way to ensure a site adequately integrates bus access and its accompanying patrons is to attach conditions to the Certificate of Occupancy. This means that occupancy of the site will not occur until the conditions have been satisfied.

2.8 MITIGATION FOR TRANSIT ACCESS

Mitigation involves reviewing alternatives to lessen the severity of the impacts of a particular action or activity. In order to adequately and effectively mitigate the effects of a particular action or activity, it is necessary to fully understand the potential adverse impacts of the activity and identify the most effective mechanisms available to lessen those impacts.

Some of the most significant issues identified by those developers/managers related to allowing transit access on the property included the physical constraints of the site, the weight of transit vehicles, garbage generated by riders, and dripping fluids. Section 1 includes a summary of responses by private property developers/managers to a survey conducted by CUTR staff. In that survey, private property developers/managers were asked to indicate the level of importance of various incentives that could be offered to improve the cooperation between a private property developer/manager and the local transit agency and lessen the impacts associated with transit access.

As illustrated in Table 1.13 (in the previous section), the most important incentive that can be offered to improve the cooperation between private property developers/managers and a local transit system is providing periodic cleanings of the bus stop/shelter area and/or transfer location. Other valued incentives include general maintenance agreements, ongoing maintenance of the bus stop/transfer location, and the installation of concrete pads.

In order to effectively negotiate agreements with private property representatives, particularly mall managers, public transit agencies should define the role they are willing to play in alleviating some of the primary concerns identified by private property

owners/developers. Mutually developed, written maintenance agreements are a step in the right direction when working with mall managers. Transit agencies should be willing to provide some, if not all, of the following: periodic cleanings of the bus stop(s) or transfer location site(s) and any adjacent areas and provide other maintenance activities as necessary; install amenities such as benches, trash receptacles and lighting; and install concrete pads in areas where vehicles will have dwell time.

When developing an agreement, it is important to identify the frequency of cleaning; other maintenance activities to be performed and party responsible for performing each activity; definition of the boundaries of the area(s) to be maintained; kind and placement of amenities and specific policies for replacement; the number and structural composition of concrete pads that will be placed and the maintenance of those pads; and any other items that may be necessary to completely define the roles and responsibilities of both the transit agency and the mall management. It is also important to remember that other parties will, most likely, be included in negotiations, such as the city or county planning department, engineering or code enforcement staff.

2.9 AGENCY INVOLVEMENT

Transit agencies should take the lead in making local officials aware of issues, goals, and concerns. Since local representatives sit on the transit board, it is logical for them to advise players within the local government(s) and to assist in pertinent application. It is also important for the transit agency to work closely with the DOT, RPC, and MPO, if applicable. The more coordination of agencies working together, the more likely transit becomes incorporated into the plans and policies of each.

When extending, changing or redesigning routes, the transit agency should secure agreements from private property owners first. As stated above, the agreements should be with the owner, if possible. There is often frequent turnover of property managers and lessees, making an agreement unstable.

In the event an owner, manager, or lessee wants to remove a bus stop, the transit agency should check to see if any agreements or conditions are in place. This means checking internally and with the local government planning and/or permitting department(s) to determine if an incentive was given at the time of construction. If so, negotiations will be necessary to determine the private property owner's appropriate compensation. Additionally, the incentives given earlier will provide leverage to maintain the bus stop.

Since the DOT, RPC, and MPO work on a broader scale than the transit agency, it is beneficial to keep a close working relationship with them. This way, they can provide assistance when local governments are developing plans, reviewing projects for concurrency, or for involvement with training. It is also politically beneficial, as they are the decision-makers for approving projects and funding decisions.

2.9.1 Welfare to Work Program

Many studies have shown that access to reliable transportation is a key factor in a person's ability to obtain and keep a job. For many of these individuals, public transportation is their primary means of transportation. Recent federal and state initiatives, such as the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 rekindled interest in how to provide needed transportation services to enable welfare recipients to secure employment and transition off public assistance permanently.

In Florida, the Work and Gain Economic Self-Sufficiency (WAGES) act was established to limit the amount of time families may receive federal and state financial assistance, thereby ushering them into the workforce. Regional malls and shopping centers are strong employment bases for these individuals, making public transportation access to these properties critical. Without the availability of safe and reliable public transportation for their employees, mall merchants suffer from recurring absenteeism and tardiness among their employees. Allowing access to public transportation vehicles on private properties, such as malls and shopping centers, provides unlimited benefits to both employers and their employees. Because of this, people involved with the WAGES program are usually happy to assist the transit agency and local governments when attempting to provide good access for potential employees.

This is
a blank
page

ENDNOTES

- ¹ Gray, B.H., ed. Urban Public Transportation Glossary, Transportation Research Board, Washington, D.C., 1989.
- ² Center for Urban Transportation Research, An Analysis of the Economic Impacts of Urban Transit Systems on Florida's Economy, September 1997.
- ³ Transit-Friendly Development, Hillsborough Area Regional Transit, September 1994.
- ⁴ Black, H.C., Black's Law Dictionary, West Publishing Co., St. Paul: MN, 1991.
- ⁵ Morris, M., ed. Creating Transit-Supportive Land-Use Regulations, American Planning Association, Planning Advisory Service, 468.
- ⁶ A Guide to Land Use and Public Transportation, Vol. II: Applying the Concepts, Snohomish County Transportation Authority, December 1993.

This is
a blank
page

**APPENDIX A
TRANSIT PROVIDER SURVEY**

This is
a blank
page

Public Transit Bus Access to Private Property Survey

Please return by March 1, 1999

1. What types of private properties are directly served (i.e. bus must physically enter the private property) by your transit agency. (Input the # of locations by type for all that apply). Further, please note how many of the locations are served by a transfer location, a park-n-ride facility, or a simple bus stop.

<u>Facility Type</u>	<u># Served</u>	# of these locations served by a:		
		<u>Bus Stop</u>	<u>Transfer Facility</u>	<u>Park & Ride</u>
Regional Shopping Centers	—	—	—	—
Community-Level Shopping Center (Walmart, Kmart)	—	—	—	—
Neighborhood-Level Shopping Center (Supermarket and minor tenants)	—	—	—	—
Regional Office Parks	—	—	—	—
Mixed-Use Development/Industrial Parks	—	—	—	—

- [illegible]

3. Have you ever relocated and then, due to public pressure, moved back to the original site?
- π No
- π Yes $\rightarrow$ How many times? _____
- Please explain the circumstance(s).

4. a) Have you ever challenged (legally or politically) a request to move?
 π No π Yes $\rightarrow$ Were you successful? π No π Yes

b) Are you aware of any legal decisions related to transit access to private property?

π No

π Yes

Please specify:

5. For each of the following potential issues please indicate:

- a) Those that **developers/property managers** feel are reasons that public transit should not have access onto their property? ($\checkmark$ all that apply)

<u>Issue</u>	<u>reasons used by developers/property managers</u>
Physical constraints of the site	π
Limited # of parking spaces for layover/P-n-R	π
Bus/auto accidents	π
Vehicle weight (damage to pavement or curbs)	π
Dripping of fluids	π
Garbage associated with riders	π
Fumes from bus	π
Riders loitering	π
Perceived threat of crime	π
Other	π

(please specify _____)

- b) Please note which of the above reasons differ by the development location (rural, suburban, urban) and provide a brief explanation (i.e., a suburban shopping center may have different concerns than an urban shopping center):

6. In your opinion, has your system ever been denied access or been removed from an existing private site due to racial or income discrimination because of the perception of rider profiles? (✓ all that apply)

☐ Racial discrimination

☐ Income discrimination

☐ Neither

Do you have any additional comments?

7. What incentives do you offer to private property developers/managers to assure a better working relationship? (✓ all that apply)

☐ Installation of concrete pads

☐ Installation of amenities (shelters, benches, etc.)

☐ Free advertising space

☐ Maintenance of bus stops on site

☐ Maintenance agreements

☐ Periodic cleanings

☐ Other incentives

(please specify): 1. _____

3. _____

2. _____

4. _____

8. Are you aware of any local or state ordinances/laws in your jurisdiction that require public transportation access to private property?

☐ No

☐ Yes → Under what circumstances? Please cite and explain below:

9. a) Do you participate in the review of new site plans or rezonings?
π No π Yes

b) What types of designs, amenities, and/or agreements do you request of the developers?

10. Please share any other "Lessons Learned" from your relationships with private developers/managers.

11. Would you please provide us with the names of the major developers in your community?

12. Would you please forward a copy of any interlocal land-use or maintenance agreements that you may have with private property managers/owners related to park-n-ride facilities or transfer centers, to CUTR at the address on the cover sheet? THANKS!

Key Contact NAME:
ADDRESS:

PHONE NUMBER
FAX NUMBER

Thanks again for your cooperation! Please return the survey by March 1, 1999.

**APPENDIX B
PRIVATE PROPERTY DEVELOPER/MANAGER
SURVEY**

This is
a blank
page

Public Transit Bus Access to Private Property Survey

Please return by May 28, 1999

1. What type of private property (ies) do you manage/develop. (Input the # of locations by type for all that apply).

<u>Facility Type</u>	<u>Number of Properties</u>
Regional Shopping Centers	_____
Community-Level Shopping Center (Walmart, Kmart)	_____
Neighborhood-Level Shopping Center (Supermarket and minor tenants)	_____
Regional Office Parks	_____
Mixed-Use Development/Industrial Parks	_____
Other _____	_____

2. How important is direct access to your development by the local public transportation system to the:

	Level of Importance				
	Most <u>Important</u>	↔	<u>Important</u>	↔	Not <u>Important</u>
Community	5	4	3	2	1
Retailers at your site	5	4	3	2	1
Employees of the retailers	5	4	3	2	1

3. Who makes the decision on whether the development will allow public transportation access to your development?

Local or state regulations require it _____
 Individual mall manager _____
 Regional office _____
 National office _____

4. a) Have you ever requested the local public transit system to remove a bus stop/transfer location from your development?

π No

π Yes → How many times? _____

- b) If yes, did they relocate

π on-site, or

π off-site?

- c) If yes, please explain the specific site type and the circumstance(s) surrounding your request to have the transit system move their bus stop/transfer location.

5. For each of the following potential issues please indicate your level of importance for deciding whether to allow/continue to allow public transit service access onto your property?

Issue	Level of Importance				
	Most Important	↔	Important	↔	Not Important
Physical constraints of the site	5	4	3	2	1
Limited # of parking spaces for transit use	5	4	3	2	1
Bus/auto accidents	5	4	3	2	1
Vehicle weight (damage to pavement/curbs)	5	4	3	2	1
Dripping of fluids	5	4	3	2	1
Garbage associated with riders	5	4	3	2	1
Fumes from bus	5	4	3	2	1
Riders loitering	5	4	3	2	1
Perceived threat of crime	5	4	3	2	1
Complaints from tenants/customers	5	4	3	2	1
Other	5	4	3	2	1
(please specify _____)					

6. Please rank by level of importance to you, each of the following types of incentives that could be offered to you by a transit system to improve the cooperative working relationship?

Issue	Level of Importance				
	Most Important	↔	Important	↔	Not Important
Installation of concrete pads	5	4	3	2	1
Free advertising space on buses/shelters	5	4	3	2	1
Maintenance agreements	5	4	3	2	1
Installation of amenities	5	4	3	2	1
Periodic cleanings	5	4	3	2	1
Maintenance of bus stops on site	5	4	3	2	1
Reduced on-site parking space requirements	5	4	3	2	1
Other	5	4	3	2	1
(please specify _____)					

7. Are you aware of any local or state ordinances/laws in your jurisdiction that require public transportation access to private property?

π No

π Yes → Under what circumstances? Please cite and explain below:

8. What types of designs, amenities, and/or agreements are you required by State or Local statute or ordinance, or by zoning requirements to offer to the local public transportation systems (i.e shelters, transfer area, bus stop only)?
9. Please share any other "lessons learned" from your relationships with public transportation systems.
10. Would you please forward a copy of any interlocal land-use or maintenance agreements that you may have with the local public transportation system serving your development, to CUTR at the address on the cover sheet? **THANKS!**

This is
a blank
page

APPENDIX C
LIST OF TRANSIT AGENCIES AND PRIVATE
PROPERTY DEVELOPERS/MANAGERS SURVEYED

This is
a blank
page

NON-FLORIDA PROPERTIES SURVEYED

Director of Operations
Mass Transit Administration of Maryland
300 West Lexington Street
Baltimore, MD 21201-3415
Phone #: (410) 333-3434
Fax #: (410) 333-3279

General Manager of Operations
Bi-State Development Agency
707 North First Street
St. Louis, MO 63102-2595
Phone #: (314) 982-1400
Fax #: (314) 982-1432

Vice President Bus Operation
Chicago Transit Authority
Merchandise Mart Plaza
P.O. Box 3555
Chicago, IL 60654-0555
Phone #: (312) 664-7200
Fax #: (312) 661-0112

Senior Vice President of Operations
Dallas Area Rapid Transit
1401 Pacific Avenue
P.O. Box 660163
Dallas, TX 75266-0163
Phone #: (214) 749-3278
Fax #: (214) 749-3655

Assistant Director of Operations
City of Detroit Department of Transportation
1301 East Warren Avenue
Detroit, MI 48207
Phone #: (313) 833-7670
Fax #: (313) 833-5523

Director of Bus Garage Operations
Metropolitan Atlanta Rapid Transit Authority
2424 Piedmont Road, N.E.
Atlanta, GA 30324-3330
Phone #: (404) 848-5050
Fax #: (404) 848-5041

Director of Health and Safety
Greater Cleveland Regional Transit Authority
615 Superior Avenue, W.
Cleveland, OH 44113-1878
Phone #: (216) 566-5100
Fax: (216) 781-4043

Deputy Director of Bus Operations
Port Authority of Allegheny County
2235 Beaver Avenue
Pittsburgh, PA 15233
Phone #: (412) 237-7000
Fax #: (412) 237-7101

Service Delivery General Manager
Toronto Transit Commission
1900 Yonge Street
Toronto, Ontario M4S 1Z2
Phone#: (416) 393-4000
Fax#: (416) 485-9394

Deputy General Manager
Tri-County Metropolitan Transportation District of Oregon
4012 Southeast 17th Avenue
Portland, OR 97202-3993
Phone #: (503) 238-4915
Fax #: (503) 239-6451

General Manager of Transportation Operations
Metropolitan Transportation Authority of Harris County
1201 Louisiana
P.O. Box 61429
Houston, TX 77208-1429
Phone #: (713) 739-4000
Fax #: (713) 759-9537

Manager of Fixed Route Operations
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92613-1584
Phone #: (714) 560-6282
Fax #: (714) 560-5980

Director of Operations
Regional Transportation District
1600 Blake Street
Denver, CO. 80202
Phone #: (303) 299-9000
Fax #: (303) 299-2363

FLORIDA PROPERTIES SURVEYED
(* Denotes Response Received)

*Broward County Division of Mass Transit
3201 West Copans Road
Pompano Beach, FL 33069-5199
Phone #: (305) 357-8300
Fax #: (305) 357-8305

*Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, FL 32501
Phone#: (904) 436-9383
Fax#: (904) 436-9847

Hillsborough Area Regional Transit
4305 East 21st Avenue
Tampa, FL 33605
Phone #: (813) 623-5835
Fax #: (813) 223-7976

Indian River County Transportation (Council on Aging, Inc.)
694 14th Street
P.O. Box 2102
Vero Beach, Florida 32960
Phone #: (561) 569-0760
Fax #: (561) 778-7272

*Jacksonville Transportation Authority
100 North Myrtle Avenue
P.O. Drawer "O"
Jacksonville, FL 32203
Phone#: (904) 630-3181
Fax#: (904) 630-3166

Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, FL 33801
Phone#: (941) 688-7433
Fax#: (904) 683-4132

*Lee County Transit
10715 E. Airport Road
Ft. Myers, FL 33907
Phone#: (941) 277-5012
Fax#: (941) 277-5011

*LYNX - Central Florida Regional Transportation Authority
1200 West South Street
Orlando, FL 32805
Phone#: (407) 841-2279
Fax#: (407) 244-3396

*Manatee County Area Transit
1108 26th Avenue East
Bradenton, FL 34208
Phone#: (941) 747-8621
Fax#: (941) 742-5992

*Metro-Dade Transit Agency
111 N.W First Avenue
Miami, FL 33128
Phone#: (305) 375-5675
Fax#: (305) 375-4605

*Palm Beach County Transportation Agency (PalmTran)
3201 Electronics Way
West Palm Beach, FL 33407
Phone#: (407) 233-1166
Fax#: (407) 233-1140

Panama City - Bay Town Trolley
P.O. Box 486
Pensacola, Florida 32593-0486
Phone#: (850) 595-8910
Fax#: (850) 595-8967

*Pinellas Suncoast Transit Authority
14840 49th Street North
Clearwater, FL 34622-2893
Phone#: (813) 530-9921
Fax#: (813) 535-5580

*Regional Transit System - Gainesville RTS
100 S.E. 10th Avenue
Gainesville, FL 32601
Phone#: (352) 334-2609
Fax#: (352) 334-2607

*Sarasota County Area Transit
5303 Pinkney Avenue
Sarasota, FL 34322
Phone#: (941) 316-1007
Fax#: (941) 316-1238

*Space Coast Area Transit
401 S. Varr Avenue
Cocoa, FL 32922
Phone#: (407) 635-7815
Fax#: (407) 633- 1905

VOTRAN
950 Big Tree Road
South Daytona, FL 32019
Phone#: (904) 756-7496
Fax#: (904) 756-7487

20 RANDOMLY SELECTED TRANSIT AGENCIES - NATIONWIDE
(* Denotes Response Received)

Winston Salem Transit Authority
1060 North Trade Street
Winston-Salem, North Carolina 27102
Phone #: (910) 727-2648

Columbia, South Carolina - Carolina Electric Gas Company
1426 Main Street
Columbia, South Carolina 29201
Phone #: (803) 748-3303

City Transit Management Co., d.b.a. Citibus Lubbock
801 Texas Avenue
Lubbock, Texas 79401
Phone #: (806) 767-2380

Transit Authority - Lexington
109 West Loudon Avenue
Lexington, Kentucky
Phone #: (606) 255-7756

Greater Roanoke Transportation Co.
1108 Campbell Avenue, S.E.
P.O. Box 1347
Roanoke, Virginia 24032
Phone #: (540) 982-0305

Spokane Transit Authority
1230 West Boone Avenue
Spokane, Washington 99201
Phone #: (509) 325-6000

Westside Transit Lines
90 First Street,
Gretna, Louisiana 70054
Phone #: (504) 367-7433

Columbus Transit System
814 Linwood Boulevard
P.O. Box 1340
Columbus, Georgia 31902
Phone #: (706) 571-4882

Memphis Area Transit
1370 Levee Road
Memphis, Tennessee 38108
Phone #: (901) 722-7165

NON-FLORIDA PRIVATE PROPERTIES SURVEYED

(* Denotes Response Received)

Merle Hay Mall
3800 Merle Hay Road
Des Moines, Iowa 50310

Southridge Mall
1111 East Army Post Road
Des Moines, Iowa 50315

Hanes Mall
Silas Creek Parkway
Winston-Salem, North Carolina 27103

Peachtree Mall
3131 Manchester Expressway
Columbus, Georgia 31909

Chesapeake Square Mall
4200 Portsmouth Boulevard
Chesapeake, Virginia 23321

Military Circle Center
880 North Military Highway
Norfolk, Virginia 23502

*Lynnhaven Mall
701 Lynnhaven Parkway
Virginia Beach, Virginia 23452

Sunland Park Mall
750 Sunland Park Drive
El Paso, Texas 79912

*Cielo Vista Mall
8401 Gateway Boulevard West
El Paso, Texas 79925

Fayette Mall
3473 Nicholasville Road
Lexington, Kentucky 40503

Turfland Mall
2033 Turfland Mall
Lexington, Kentucky 40504

Northtown Mall
4750 North Division
Spokane, Washington 99207

Woodland Hills Mall
7021 South Memorial Drive
Tulsa, Oklahoma 74133

*Tulsa Promenade
4102 South Yale Avenue
Tulsa, Oklahoma 74135

Park Mall
5870 East Broadway
Tucson, Arizona 85711

*The Tucson Mall
4500 North Oracle Road
Tucson, Arizona 85705

Ala Moana Center
1450 Ala Moana Boulevard
Honolulu, Hawaii 96814

Bayfair Mall
248 Bayfair Mall
San Leandro, California 94578

*Eastmont Town Center
1 Eastmont Town Center
Oakland, California 94605

Newpark Mall
2086 Newpark Mall
Newark, California 94560

Hilltop Mall
2200 Hilltop Mall
Richmond, California 94806

Cherry Creek Shopping Center
East First Avenue
Denver, Colorado 80206

Georgetown Mall
3222 M Street, NW
Washington, D.C. 20007

Montgomery Mall
7101 Democracy Boulevard
Bethesda, Maryland 20817

*Springfield Mall Regional Shopping
6500 Springfield Mall
Springfield, Virginia 22150

Meyerland Plaza Shopping Center
4700 Beechnut Street
Houston, Texas 77096

The Galleria
5015 Westheimer Road
Houston, Texas 77056

*Baybrook Mall
500 Baybrook Mall Drive
Friendswood, Texas 77546

Greenspoint Mall
208 Greenspoint Mall
Houston, Texas 77060

Willowbrook Mall
Highway 249
Houston, Texas 77070

*St. Claire Square
134 St. Claire Square
Fairview Heights, Illinois 62208

Chesterfield Mall
291 Chesterfield Mall
Chesterfield, Missouri 63017

Saint Louis Galleria
1155 St. Louis Galleria
St. Louis, Missouri 63117

Jamestown Mall
175 Jamestown Mall
Florissant, Missouri 63034

*Mayfair Mall
2500 North Mayfair Road
Wauwatosa, Wisconsin 53226

Northridge Mall
7700 West Brown Deer Road
Milwaukee, Wisconsin 53223

Southridge Mall
South 76th Street
Greendale, Wisconsin 53129

Eastpoint Mall
7839 Eastpoint Mall
Baltimore, Maryland 21224

Towson Town Center
825 Dulaney Valley Road
Towson, Maryland 21204

Gallery at Harbor Place
200 East Pratt Street
Baltimore, Maryland 21202

Fashion Valley Center
7007 Friars Road, Suite 392
San Diego, California 92108

Chula Vista Center
555 Broadway
Chula Vista, California 91910

Grossmont Shopping Center
5500 Grossmont Center Drive
La Mesa, California 91942

Eastland Mall
1800 Vernier Road
Harper Woods, Michigan 48225

Fairlane Town Center
18900 Michigan Avenue
Dearborn, Michigan 48126

Northland Mall Shopping Center
21500 Northwest Highway
Southfield, Michigan 48075

FLORIDA PRIVATE PROPERTIES SURVEYED
(* Denotes Response Received)

Melbourne Square Mall
1700 West New Haven Avenue
Melbourne, Florida 32904

Merritt Square Mall
777 East Merritt Island Causeway
Merritt Island, Florida 32952

Desoto Square Mall
303 301 Boulevard West
Bradenton, Florida 34205

*Clearwater Mall
20505 U.S. Highway 19 North
Clearwater, Florida 33764

Tyrone Square Mall
6901 22nd Avenue North
St. Petersburg, Florida 33710

Aventura Mall
19495 Biscayne Boulevard
Aventura, Florida 33180

*Dadeland Mall
7535 North Kendall Drive
Miami, Florida 33156

Cutler Ridge Mall
20505 South Dixie Highway
Miami, Florida 33189

Orange Park Mall
1910 Wells Road
Orange Park, Florida 32073

Regency Square Mall
950110 Arlington Expressway
Jacksonville, Florida 32203

The Avenues
103000 Southside Boulevard
Jacksonville, Florida 32256

*The Oaks Mall
6419 West Newberry Road
Gainesville, Florida 32605

Cordova Mall
5100 North 9th Avenue
Pensacola, Florida 32504

University Mall
7171 North Davis Highway
Pensacola, Florida 32504

Edison Mall
4125 Cleveland Avenue
Ft. Myers, Florida 33901

Palm Beach Mall
1801 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33401

The Gardens
3101 PGA Boulevard
West Palm Beach, Florida 33410

Boynton Beach Mall
801 North Congress Avenue
Boynton Beach, Florida 33426

Orlando Fashion Square Mall
3201 East Colonial Avenue
Orlando, Florida 32803

The Florida Mall
8001 South Orange Blossom Trail
Orlando, Florida 32809

Altamonte Mall
451 East Altamonte Drive
Altamonte Springs, Florida 32701

Sarasota Square Mall
8201 South Tamiami Trail
Sarasota, Florida 34238

Southgate Plaza
3501 South Tamiami Trail
Sarasota, Florida 34239

Broward Mall
8000 West Broward Boulevard
Plantation, Florida 33388

The Galleria
2414 East Sunrise Boulevard
Ft. Lauderdale, Florida 33304

Pembroke Lakes Mall
11401 Pines Boulevard
Pembroke Pines, Florida 33026

Coral Square Mall
9496 West Atlantic Boulevard
Coral Springs, Florida 33071

This is
a blank
page

APPENDIX D
RESULTS OF THE TRANSIT AGENCY SURVEY

This is
a blank
page

TRANSIT AGENCY SURVEY RESULTS

Table 1: Properties Served and Service Types

Facility Type	Total Served	By Bus Stop	By Transfer Facility	By Park & Ride
Regional Shop Ctr				
FL	56	40	35	5
20 TA	21	18	20	3
Largest	47	21	26	3
Comm Shop Ctr				
FL	60 (+many)	37 (+all in prev.)	16	11
20 TA	41	34	14	2
Largest	32	25	15	3
Neighborhood Shop Ctr				
FL	61	57	3	1
20 TA	61	56	9	5
Largest	6 (+ 50+)	3 (+50+)	2	1
Regional Office Parks				
FL	19	16	7	0
20 TA	21	17	3	2
Largest	16	16	0	0
Mixed-Use Parks				
FL	18	15	3	0
20 TA	15	14	4	2
Largest	25	20	5	4
Medical, Hotels, Colleges & Industries *				
FL	4	4	0	0
20 TA	-	-	-	-
Largest	-	-	-	-
Trailer Parks *				
FL	2	2	0	0
20 TA	-	-	-	-
Largest	-	-	-	-
Rapid Transit Stations (BART) *				
FL	19	3 + on street 15	0	0
20 TA	-	-	-	-
Largest	-	-	-	-

* Categories added by respondent

Table 2a: Have you ever been requested to remove a bus stop from a private property location?

	No	Yes	Total
FL	0	12	12
20 TA	2	7	9
Largest	2	8	10
Total	4	27	31

Table 2a2: How many times have you been requested to move?

	1-5 times	More than 5 times	Total
FL	7	4 (countless, 5+, too many, 25)	11
20 TA	4	3 (10, ~100, numerous)	7
Largest	7	1 (28)	8
Total	18	8	26

Table 2b: Did you relocate on-site or off-site?

	On-site	Off-site	Both	Total
FL	2	5	5	12
20 TA	1	3	3	7
Largest	2	2	4	8
Total	5	10	12	27

Supplement 2: Site Type and Circumstances from Table 2a, Table 2a2 and Table 2b

	Site Type and Circumstances
FL	<ul style="list-style-type: none"> The manager of Kmart wanted the stop moved away from the front of his store due to excessive noise from kids loitering at the stop. Albertson's (2 times); Private Owner Shopping Center (1 time) Ask to vacate by management/reduce presence and volume Too many undesirable people hanging around stop. 1) Destruction of pavement (Veterans Memorial Park, county park; private road, apartment complex); 2) Buses Leaking Oil; 3) People spending too much time around; 4) Garbage associated with riders Normally due to littering and/or property damage issues. 1) 163 ST Mall: redeveloping front of Mall, moved to back; moved farther to back, moved to side street; 2) MDCC - College: moved away from buildings for 2 days; 3) Cutler Ridge Mall: Mall redevelopment, moved to outlying area 1) Florida Mall - Mall expansion consumes existing bus stop.; 2) Orlando International Airport - bus layover impeding traffic flow.; 3) Winter Park Mall - demolition of Mall, developer not interested in transit element.; 4) Dr. Phillips Marketplace - dislike for passenger element.; 5) Highland Lakes Center - dislike for passenger element. Litter, Loitering Main problems: 1) rowdy teenagers waiting for the bus and harassing other people; 2) diesel fumes entered store on occasion; 3) buses blocked doors & windows of storefronts Bay Area Outlet Mall about 4 times, moved to back entrance; Clearwater Mall about 4 times, moved to Food Court; Countryside Mall about 2 times, moved to Penny's entrance; Tarpon Mall about 3 times, moved to off-site location; Tyrone Square Mall about 6 times, still unresolved. In each instance, we were moved to less desirable locations due to manager's objection to passenger activity. Causes: Store Operator Complaint (9); Complaints about passengers (9); Construction (6); Trash at stop (1)

20 TA	<ul style="list-style-type: none"> • Damage to Parking Lot, Riders Loitering • Did not want the bus in front of his store. • Movement has been for bus stops, pullout and shelters. Generally transit conflicted with site access or was a maintenance problem. • 1) Mall reduced number of stops on site; 2) Shopping center wanted stops removed • Varies • Bus was causing damage to parking lot & turns in constricted area were not safe • Regional Shopping Ctr: Damage to parking facility; Private Residences: Kids causing damage to property.; Business: Vandalism to building
Largest	<ul style="list-style-type: none"> • Mostly on-site; 1) New construction of stores or roadways; 2) Damage to pavement, curbs, shrubs; 3) Impacts on adjacent stores; 4) Security; 5) Buses incompatible with private property's goals • The pavement was not adequate for bus traffic. • We were asked by management of a suburban apartment complex (Carriage Hill Apts.) to remove service due to a perceived threat of crime. • It is most common in residential areas. The usual reasons include: noise, vibrations from bus and loitering. Shopping centers: unruly patrons • Walmart: complained bus layover in their lot - we ignored their request to move and they never approached us again; Shopping Centers: Two complained of stop locations - we moved stops to other locations in mall; Community level: complaints about parking spaces being used up - moved layover to farther end of center • Mall expansion removed a major federally funded facility; mall expansion relocated services on-site but further away; roadway damage and mall management perceptions of public transit riders' economic value, coupled with some mall expansion caused temporary off-site relocation. • Regional Shopping Center Manager's Complaints behind requests to Vacate: 1) Buses destroy roadways; 2) P&R occupy shopper parking; 3) Buses bring wrong element to centers (teenagers, etc.); 4) All passengers transfer to other buses, no advantage (shopping) to center to host transit center • Transfer Center relocated. Riders accessed mall through stores, which caused excessive traffic. The relocation eliminated layover for buses and limited the # of routes and buses per hour

Table 3a: Have you ever relocated and moved back to an original site?

	No	Both	Total
FL	8	4	12
20 TA	6	2	8
Largest	6	4	10
Total	20	10	30

Table 3b: How many times did you relocate and move back to the original site?

How Many Times?						Total
	1	2	3	4	No Ans	
FL	2	1	0	1	0	4
20 TA	1	0	0	0	1	2
Largest	3	1	0	0	0	4
Total	6	2	0	1	1	10

Supplement 3: Circumstances of Relocation from Table 3a and Table 3b

	Circumstances
FL	<ul style="list-style-type: none"> • City Manager pressured Management and County. • Miami-Dade County College North Campus: school wanted buses farther from buildings. Students complained loudly & buses returned to original site. • Florida Mall Management relocated bus stop to a remote location of the parking lot with little notice.

Public Transit Access To Private Property

	<ul style="list-style-type: none"> No amenities were provided. Bus stop was eventually relocated to the original JC Penny site. 1) Sarasota Sq. Mall: mall asked us to move WITHIN the site, then they asked again to move us back due to their customer complaints; 2) Southgate Plaza: asked us to move off site, but intervention of City Engineering Dept. restored our stop.
20 TA	<ul style="list-style-type: none"> Due to customer convenience Shopping center realized customers rode the bus Not relocated to original site, however did reroute bus to provide more convenient access to facility.
Largest	<ul style="list-style-type: none"> Regional shopping centers did not want buses because they were perceived to be contrary to the image the shopping centers wanted to project. The disabled community threatened a demonstration However, public pressure caused reversal of decision prior to implementation of relocation. We relocated after public and employee pressure to a different site

Table 4a: Have you ever challenged a request to move?

	No	Yes	Total
FL	6	5	11
20 TA	6	3	9
Largest	6	4	10
Total	18	12	30

Table 4a2: Was the challenge successful?

	Not Successful	Successful	Total
FL	1	4	5
20 TA	0	3	3
Largest	0	4	4
Total	1	11	12

Table 4b: Are you aware of any legal decisions related to transit access to private property?

	No	Yes	Total
FL	11	1	12
20 TA	9	0	9
Largest	8	2	10
Total	28	3	31

Supplement 4: Legal Decisions from Table 4b

	Legal Decisions
FL	<ul style="list-style-type: none"> See Atty General Opinion #AGO 98-81, Did. 12,28,98
20 TA	
Largest	<ul style="list-style-type: none"> Buffalo, NY New Jersey Shopping center found liable after disabled transit rider was critically injured while travelling between re-located bus stop and the center, after shopping center forced removal of on-site bus stop.

Table 5a: Developers/Property Managers' Reasons for Denying Access to Property

	FL	20 TA	Largest	Total
Physical Constraints	7	5	7	19
Limited Parking	6	5	7	18
Accidents	4	2	1	7
Vehicle weight	9	6	8	23
Fluid Drippings	7	3	7	17
Garbage	8	5	5	18
Fumes	7	4	5	16
Loitering	12	5	6	23
Crime	8	4	8	20
Other	4	2	3	9
Total	72	41	57	170

Supplement 5a: "Other" Reasons from Table 5a

	Reasons
FL	<ul style="list-style-type: none"> Liability issues Our passengers aren't their customers "Transit Riders don't spend money" Blocking store-fronts and handicap ramps
20 TA	<ul style="list-style-type: none"> Danger to customers crossing the street. Congested area around malls/shopping centers, bus could compound. Buses are large vehicles; travel lanes are smaller than standard
Largest	<ul style="list-style-type: none"> Afraid transit users will use shoppers parking, also expressed fear that transit will bring "undesirables" from inner city out to suburban mall. Minimal economic value of the transit customer No passengers shop at center, they only make transfers there.

Supplement 5b: Differences by Development Location for Table 5a

	Differences
FL	<ul style="list-style-type: none"> All above pertain to urban area shopping center Mix of all, no difference by type. Older shopping centers trying to rebuild business (unclear) to have the most concerns. relatively universal Property Managers/Developers all tend to grasp at any of the above excuses regardless of their land use. Sarasota Square Mall has always allowed us to be at their main entrance. However, this is not necessarily indicative of a "suburban" propensity. no difference
20 TA	<ul style="list-style-type: none"> same Reasons typically differ by type of center and clientele. All checked items have been used, but vary by either local or outside the area developer. If they have had favorable experiences elsewhere they are more inclined to provide facilities. Travel lane Reasons do not differ by development location. All are urban shopping centers (regional)
Largest	<ul style="list-style-type: none"> These reasons seem to be universal regardless of location or type of development. All were about the same. METRO has very limited usage of private property. We deal with a number of the above issues on a daily basis with regard to bus stops in general. On public right of ways more so than private property.

Public Transit Access To Private Property

	<ul style="list-style-type: none"> • no differences • All of the above have been argued in urban and suburban areas. • Crime threat - urban mall; Parking spaces - community shopping center • Regional mall - minimal economic value of the transit customer. • There are no differences by location
--	--

Table 6: In your opinion, has your system ever been denied access or been removed from an existing private site due to racial or income discrimination because of the perception of rider profiles?

	Racial Discrimination	Income Discrimination	Neither	Total
FL	2	3	7	12
20 TA	1	4	4	9
Largest	3	2	5	10
Total	6	9	16	31

Supplement 6: Comments on Question #6 (Discrimination)

	Comments
FL	<ul style="list-style-type: none"> • "We don't want those kind of people here" • Upscale market shopping centers • None • No • Can't prove a thing • Developers have been bold enough to say they do not believe "transit people" fall into their customer base. • It is not an issue of race or money, but of the physical appearance of some people, which many perceive as a common SCAT passenger. Sometimes they aren't even our passengers but are loitering by bus stops for other reasons.
20 TA	<ul style="list-style-type: none"> • If this is the case, it was not stated or implied by the mall personnel. However, bus stops were relocated from the more expensive stores to an area where stores are less expensive. • Intolerance due to people not like me. • Shopping centers are trip generators for transit however shopping centers want to ensure that transit riders produce economic benefit. • NO
Largest	<ul style="list-style-type: none"> • We have not been denied access, although some regional shopping centers have attempted to deny access because bus riders did not fit the racial or income criteria they were seeking. Public pressure has forced them to retain service, but at more remote locations on site. • see #5 • NO • Racial and income discrimination issues were present, but the private owner was unsuccessful in their attempt to deny access/removal. • Mall owners have perception of who they want to serve, but the kind stores and location often changes their minds. Merchants want access for those who buy their products. For example, Footlocker, GAP sell to young people who can cause problems but they buy their products.

Table 7: What incentives do you offer to private property developers/managers to assure a better working relationship?

	FL	20 TA	Largest	Total
Concrete Pads	4	5	4	13
Amenities	10	8	6	24
Free Ad Space	1	0	0	1
Maintenance of stops on site	9	6	6	21
Maintenance Agreements	4	0	3	7
Periodic Cleanings	5	5	6	16
Other Incentives	4	1	3	8
Total	37	25	28	90

Supplement 7: "Other Incentives" from Table 7

	Incentives
FL	<ul style="list-style-type: none"> We indicate major shopping centers served in our advertisements/bus maps. Shelters Amenities Bus passes Put name of property in timetable as a time point, and/or on map.
20 TA	<ul style="list-style-type: none"> We bring employees to their workplace! Comment: These are offered only when problems arise.
Largest	<ul style="list-style-type: none"> Snow removal; pay for lighting Better access to transit dependent shoppers; Hold harmless agreements (limiting property's liability) Reduced Parking Requirements Comment: we don't do this - shelters, benches & garbage cans provided by city, not us

Table 8: Are you aware of any local or state ordinances/laws in your jurisdiction that require public transportation access to private property?

	No	Yes	Total
FL	4	7	11
20 TA	9	0	9
Largest	9	1	10
Total	22	8	30

Supplement 8: Circumstances and Explanations from Table 8 "Yes" Respondents

	Circumstances and Explanations
FL	<ul style="list-style-type: none"> Section 706, 711, and 712 of the Manatee County Land Development code address various access issues. The section of the code that is applicable depends on the type of access (commercial, residential, etc.) See Atty General Opinion #AGO 98-81 Did. 12, 28, 98 Under traffic mitigation agreements in which developers agree to construct bus bays, shelters, to allow transit enter to the property. DRI process requires access of public transportation onto major development, such as regional shopping malls. Miami-Dade Development Impact Committee won't approve a large development order in some

	<p>circumstances if there isn't a provision for transit service. The restrictions may vary by location and type of development.</p> <ul style="list-style-type: none"> • Some development arrangements require Transit access to be permitted, in return for developer being granted a higher modal split in transportation impact fee assessments. • We now require public access during site approval/permitting process.
20 TA	
Largest	<ul style="list-style-type: none"> • One mall had barred bus access for about seven years. I worked the City Admin. Chamber of Commerce to alert them to the problems. Due to competition, the mall wanted to expand. The City required bus access before issuing permits. This was by way of ordinance.

Table 9: Do you participate in the review of new site plans or rezonings?

	No	Yes	Total
FL	1	11	12
20 TA	3	6	9
Largest	1	9	10
Total	5	26	31

Supplement 9: Requests of Developers for Table 9

	Requests
FL	<ul style="list-style-type: none"> • Manatee County Planning sometimes requests a bus stop/shelter if appropriate, otherwise they have been successful at getting enhanced design stipulations, bike/ped enhancements, community space, enhanced buffers, sidewalks, and traffic calming devices which are all beneficial to transit. • High overhangs, enough room to drive the bus safely through the parking lot. • ADA Access, bus bays, shelters • Street width to comply with code and ordinances. Turning radius must meet clearance standards. • 1) Shelters, bus bays, trash cans, benches, according to the size of the development; 2) Agreements in which developers have to buy bus passes for a certain period of time. • Try to specify 125 foot bus pull-off lanes and space availability for passenger shelters, trash receptacles, information kiosks, bike racks, and/or bike lockers. • Depending on the land use and property location, LYNX regularly requests pull out bays, shelters, and/or transfer facilities that are tied into the DRI. • Turning radii; walkways; adjacent to sidewalks or buildings; concrete pads; safe ingress & egress; lighting • Sidewalks, benches, shelters, Information display panels; we get what we can. In a recent agreement the developer was granted a reduction of impact fees of \$8,000 in return for building a shelter foundation and granting PSTA a 99 year easement agreement. • Shelters, concrete pads, public access
20 TA	<ul style="list-style-type: none"> • Bus pull-offs, bus shelters • Bus pull-offs • Use agreements, lease or easements for long term location. Each side is individually negotiated to maximize site use share costs and coordinate amenity provision. • We request, but cannot require, turn out bays, concrete pads and wheelchair pads. • Shelter pads, handicapped shelters • Hold harmless letter from owner for normal wear and tear of bus operations. • Wheelchair pads
Largest	<ul style="list-style-type: none"> • 1) Shelter for passengers or adequate space to install our own shelter; 2) Adequate turning radius for buses, particularly through parking lots; 3) Reinforced pavement to support weight of buses • METRO has facilities in various locations in the City of Houston. When a developer submits a site plan near one of these facilities, we require them to provide us with building lines, driveways, and utilities. • If a developer perceives a need for transit service we provide a manual titled Access by Design. This outlines <11 design criteria for the movement and staging of buses. However, we are usually

	<p>contacted after the fact.</p> <ul style="list-style-type: none"> 1) Concrete bus pads; 2) Sidewalk access to bus stop and from bus stop to adjacent retail/office usage; 3) pedestrian walkways between lots in cul-de-sacs backing onto roadways where bus stop is located; 4) bicycle amenities (all RTD buses have bike racks); 5) Park-n-Ride land or joint use of parking area; 6) Zoning to allow parking for transit patrons. 1) Red curb space for bus parking/bus stops; 2) Bus shelter design and installation (they pay); 3) Concrete padding and road retrofit for bus access We ask for enough room to make turnarounds & make suggestions for stop locations. Detailed site plan. 1) Permission to locate bus stops; 2) ADA upgrades for bus stops & pathways; 3) Direct pedestrian access; 4) Electrical conduit (underground) to location of passenger shelters Reinforced pavement in pathways. Appropriate turning radii for buses.
--	--

Supplement 10: "Lessons Learned"

	"Lessons Learned"
FL	<ul style="list-style-type: none"> We have found that there is a lack of awareness of public transit on the part of private developers. They also do not consider transit when developing their plans. When our tenant would not allow us to park in front, we talked to other tenants to get a new bus stop. Best to stay out on street and get out of the Door to Door Mall Service. Trying to establish grid system and speed up cross county travel times. Most are favorable relationships Do not design route changes to go through private property until a legal agreement to allow this happen. Need to get developers involved in planning stages of new service to work with them on routings, location of the stop(s), passenger amenities, etc. Colleges/universities may be easier to work with when they are "public" or state schools. The local community college has been easier to work with than a private one. Money talks. This includes values associated with advertising trade. 1) If comp. Plans & concurrency manuals are written properly, transit can be used to mitigate trip generation and parking requirements. However, to meet concurrency the trip reduction must be verifiable (e.g. 10% of a factory's employees are not allowed to drive alone to work.); 2) Be pro-active with new developers; often they will welcome an internal transit stop. Examples: Bon Secours Healthpark in North Port; MCC. "Civic Duty" rarely persuades any developer or manager to cooperating. We have to demonstrate that they will receive an immediate payback (i.e. credit of fees) or a reduction of future assessments.
20 TA	<ul style="list-style-type: none"> We have a very low unemployment rate, so our employers are glad to have us. Most successful developments are either mandated to include transit as part of the local process or have some incentives offered for development credits. Try to keep in touch with them to solve problems before they get out of hand. Have all your ducks in a row before you face the opposition
Largest	<ul style="list-style-type: none"> 1) Stress that buses bring customers and revenue to private developments; 2) Seek recourse through the political process is a developer tries to remove a bus stop from his property We have learned to be up front from the very beginning and let developers know what to expect, i.e., adequate roadway service, staging area for buses and amenities. We also try to enlighten them on possible problems such as trash, fumes, dripping from buses, etc. None Reluctant to work with RTD unless local government either requires them to or is supportive - thru zoning incentives - of developer working with RTD. 1) On-going contracts, most centers change; 2) Management frequently without notice It has been our experience that the office & industrial parks have requested the bus service. 1) Development of first area transit center at shopping center was leveraged by reduction in required parking spaces (city) from review of expansion plans.; 2) Providing off site Park & Ride near shopping center transit center can induce cooperation; 3) Political support by disabled transit riders may help influence decisions to retain on-site transit service. You have to be responsive to their complaints.

Table 12: Submitted Agreement(s) as Attachment(s)?

	No	Yes	Do Not Have	Total
FL	7	4	1	12
20 TA	8	1	0	9
Largest	8	1	1	10
Total	23	6	2	31

APPENDIX E
RESULTS OF THE PRIVATE PROPERTY
DEVELOPER/MANAGER SURVEY

This is
a blank
page

DEVELOPER/PROPERTY MANAGER SURVEY RESULTS

Table 1: Properties Managed / Developed

ID #	Facility Type						Total
	Regional Shop Ctr	Comm-Level Shopping Ctr	Neighborhood - Level Shopping	Regional Office Parks	Mixed-Use Develop./Industrial Parks	Other: small strip center comprised of cinemas and restaurant bar	
Florida							
504	1						1
507	1						1
512	1						1
20 TA							
607	1						1
613	1						1
616	1						1
609	1					1	2
30 Largest							
708	1						1
711	1						1
702					1		1
714	30						30
718					1		1
Total	39				2	1	42

Table 2: Importance of Direct Access to Company's Development by Public Transportation System to the:

	Community	Retailers	Employees of Retailers
Florida			
504	5	5	5
507	3	3	3
512	5	3	3
20 TA			
607	5	5	5
613	5	3	3
616	3	3	3
609	4	3	3
30 Largest			
708	5	4	5
711	5	5	2
702	2	2	3
714	5	4	3
718	2	3	3

Table 3: Who makes the decision on whether the development will allow public transportation access to your development?

ID #	Local or State Regulations Require it	Individual Mall Manager	Regional Office	National Office	Total
Florida					
504	0	0	0	1	1
507	0	0	0	1	1
512	0	1	0	0	1
20 TA					
607	1	0	0	0	1
613	0	1	0	0	1
616	0	1	0	0	1
609	0	0	0	1	1
30 Largest					
708	0	1	0	0	1
711	0	1	0	0	1
702	0	1	0	0	1
714	0	1	0	0	1
718	0	0	0	1	1
Total	1	7	0	4	12

Table 4a1: Have you ever requested the local public transit system to remove a bus stop/transfer location from your development?

	No	Yes	Total
FL	3	0	3
20 TA	3	1	4
Largest	3	2	5
Total	9	3	12

Table 4a2: How many times have you been requested to move?

	1 time	2 times	No answer	Total
FL				0
20 TA	1			1
Largest		1	1	2
Total	1	1	1	3

Table 4b: Did you relocate on-site or off-site?

	On-site	Off-site	Total
FL			
20 TA		1	1
Largest	2		2
Total	2	1	3

Table 5: Level of Importance for deciding whether to allow/continue to allow public transit service access onto property

ID #	Physical Constraints	Limited # of Parking	Bus/auto Accidents	Vehicle Weight	Dripping Fluids	Garbage associated Riders	Fumes from bus	Riders Loitering	Perceived threat of crime	Complaints from tenants/ customers	Other: Damage to trees overhanging entrances
Florida											
504	5	4	4	5	4	5	4	5	5	4	
507	5	5	5	4	4	4	3	5	5	5	
512	5	3	4	4	4	3	4	3	2	3	
20 TA											
607	4	5	4	4	4	3	3	3	3	3	
613*	5	5	5	5	4	5	3	5	5	4	
616	1	5	1	1	1	4	1	5	4	1	
609	4	1	1	5	5	4	2	5	5	3	
30 Largest											
708	3	2	2	2	2	3	2	4	4	3	
711	3	2	3	2	2	2	2	2	3	4	No answer
702	4	4	3	5	4	3	3	3	4	3	
714	5	4	5	5	5	5	5	5	5	5	
718	3	3	4	4	3	2	2	3	3	3	

* They do not physically enter the property; they drop at curb line

**Table 6: Level of Importance of incentives that could be offered by a transit system
to improve the cooperative working relationship**

<i>ID #</i>	<i>Installation of Concrete Pads</i>	<i>Free ad space</i>	<i>Mainten. Agreements</i>	<i>Installation of Amenities</i>	<i>Periodic Cleanings</i>	<i>Maintenance of bus stops on site</i>	<i>Reduced on- site parking space requirements</i>	<i>Other: Contribution to maintain ring roads used by buses</i>
Florida								
504	5	4	5	5	5	5	4	
507	5	5	5	5	5	5	5	
512	4	4	4	4	4	4	3	
20 TA								
607	3	4	3	3	4	2	3	
613	5	4	5	5	5	5	4	
616	1	5	5	3	5	5	1	
609	5	3	5	2	5	5	1	
30 Largest								
708	3	5	4	4	4	4	3	
711	5	2	5	5	5	5	5	No answer
702	5	2	5	5	5	5	4	
714	5	3	5	5	5	5	5	
718	4	4	3	4	4	4	3	

Table 7: Are you aware of any local or state ordinances/laws in your jurisdiction that require public transportation access to private property?

	No	Yes	Total
FL	3	0	3
20 TA	4	0	4
Largest	5	0	5

Supplement 8: Types of designs, amenities, and/or agreements required by State or Local statute or ordinance, or by zoning requirements to offer to the local public transportation systems

	Types
FL	<ul style="list-style-type: none"> • not known • none to our knowledge
20 TA	<ul style="list-style-type: none"> • bus stop only • To my knowledge, none. • Unsure
Largest	<ul style="list-style-type: none"> • (see attached) • none • unknown • none

Supplement 9: "Lessons learned" from relationships with public transportation systems

	Lessons
FL	<ul style="list-style-type: none"> • none • under used; ridership not part of customer base; perceived high levels of crime; not safe: shelters, riding, discharge locations • keep waiting area of empty buses away from mall building (fumes, traffic, loitering); have good relationship with RTS so problems get handled quickly!
20 TA	<ul style="list-style-type: none"> • Maintenance/Housekeeping problems were our biggest issues with the public transportation system. Our parking lot pavement was ruined in areas from the bus traffic and the "shelter" area was never maintained properly. It has helped decreasing from seven to only one bus serving Cielo Vista Mall.
Largest	<ul style="list-style-type: none"> • N/A • A major concern is damage to asphalt especially at stop signs due to the weight and frequency of schedules. Asphalt repairs are expensive and disruptive. • We've always had a good relationship and our communication with various depts./people has also been solid. We both recognize we need each other to make the process work for our customers, clients and public.

Table 10: Any attachments?

	No	Yes	N/A	Total
FL	3			3
20 TA	4			4
Largest	3	1	1	3
Total	10	1	1	12

APPENDIX F
SAMPLE INCENTIVE POLICY

This is
a blank
page

SAMPLE INCENTIVE POLICY

Language and tables from Clark County, Washington¹

Density Bonus

Any development within [the transit overlay district] shall receive a density bonus equal to the percentage shown in [Table 4-2] if five or more of the actions in [Table 4-3] are implemented. These bonuses are in addition to underlying zoning bonuses if the required criteria are met.

Table 4-2 Clark County Density Bonus: Maximum Housing Densities	
Residential:	125% of maximum density requirement
Non-residential:	Not applicable
Mixed Use (residential and nonresidential):	Determine bonus separately for each use according to this table

Traffic Impact Fee (TIF) Reduction

In recognition of the potential reduction in vehicle trip demand that may result from the implementation of transportation demand management measures, a reduction in the TIF may be granted pursuant to this section with the implementation and maintenance of the corresponding action in Table 4-3. Development within Tier I of the [Transit Overlay District] may be entitled to a reduction in the amount of transportation impact fees assessed against the development upon implementation of the corresponding actions in Table 4-3 upon staff review and approval. Any development within Tier II of the [Transit Overlay District] shall be entitled to this incentive provided that the requirements . . . are met. The maximum reductions identified in Table 4-2 are based on nationally accepted relationships between transportation demand management measures and traffic generation. For actions(s) that require regular maintenance, as noted in Table 4-3, the TIF reduction granted shall be revoked and shall become due if the regular maintenance is discontinued in whole or in part.

Table 4-3: Traffic Impact Fee Reduction Incentives	
Action	TIF Reduction
Development within the Transit Overlay District*	2%
Construction of on-site but off road internal walk/bike network	12%
Construction of direct walkway connections to the nearest arterial for non-abutting developments	3%
Commercial development which would be occupied by an employer subject to, and complying with, section ____	4%
Direct walk/bikeway connection to destination activity (such as a commercial/retail facility, park, or school) if residential development, or to origin activity (such as a residential area) if commercial/retail facility	2%
Installation of on-site sheltered bus-stop (with current or planned service or bus stop within 1/4 mile of site with adequate walkways if approved by C-TRAN)	1%
Installation of one secure bike parking space per 10 vehicular parking stalls	1%
Connection to existing or future regional bike trail (either 1% directly, or by existing, safe access)	1%
Voluntary compliance with Commute Trip Reduction Ordinance by non-regulated employers	5%
Designation of ten (10) percent of all non-residential parking as carpool/vanpool parking facilities if located in a manner maximizing accessibility subject to ADA requirements**	1%
Total if all strategies were implemented	22%
<p>*Automatic reduction for developing within Transit Overlay District and compliance with the provisions of this Ordinance.</p> <p>**Requires regular maintenance.</p>	

1. Cited in Morris, M., ed. Creating Transit-Supportive Land-Use Regulations, American Planning Association, Planning Advisory Service, No. 468, December 1996.

APPENDIX G
SAMPLE AGREEMENTS

This is
a blank
page

PARK-AND-RIDE FACILITY

AGREEMENT

THIS AGREEMENT, made and entered into this day of by and between
HILLSBOROUGH TRANSIT AUTHORITY, a.k.a., HILLSBOROUGH AREA REGIONAL TRANSIT, 201
East Kennedy Boulevard, Tampa, Florida, 33602, hereinafter called "HART", and __

_____, hereinafter called
"CHURCH".

WITNESSETH:

WHEREAS, the cooperation of the parties is necessary to provide park-and-ride facilities in the interest of efficient transportation by encouraging car pooling, van pooling and the use of public transportation.

NOW, THEREFORE, in consideration of the premise and the mutual understanding set forth herein; the parties agree:

1. HART may continue to use the park-and-ride facility on CHURCH land located at the

hereinafter called the "Property". The design of this facility shall be maintained in accordance with plans and specifications of the original agreement between the CHURCH and the Florida Department of Transportation, hereinafter called "FDOT" under WPI # . Any changes in the use of the park-and-ride facilities or new/added provisions or construction shall be agreed upon by both parties in writing.

2. HART shall:

- A. Assume all construction costs for improvements to expand of the park-and-ride facility as negotiated with the CHURCH if it is determined that additional spaces and/or amenities are justified. Construct a aluminum canopy cover shelter without benches at the north end of the parking area behind the existing concrete pad as shown in Attachment "A".
- B. Reseal the asphalt lot, identify and mark the facility by appropriate signs and pavement markings as to its restricted use as indicated in Attachment "A" and as agreed upon by the CHURCH.
- C. Removed or arrange for the removal of any vehicle parked at the CHURCH real property that appears abandoned or left at the property more than one week.

3. The CHURCH shall:

- A. Allow the land to be used as a park-and-ride facility, Monday through Friday, during the hours of 6:00 AM to 6:30 PM, except as otherwise agreed for support of shuttle service for the Lightning hockey games, and to use the aluminum canopy cover shelter as the designated pick up and drop off point for the transit patrons.

- B. Maintain the facility real property and assume the normal maintenance costs thereof.

4. The CHURCH hereby gives, grants, bargains and releases to HART a license to enter upon that portion of the lands described in the original project plans of FDOT and for any future improvements that are mutually agreed upon by both parties.

The license is granted by the CHURCH upon the condition that any future construction upon the property by HART shall not exceed the limits outlined in the transit needs determined by HART and that all grading or sloping shall conform to all existing structural improvements

within the limits designated, and all work will be performed in such a manner to avoid damage to existing structural improvements.

The license shall expire upon the termination date of this agreement or the completion of each construction addition of the said project.

5. The CHURCH represents and warrants that it has fee simple title to the Property without any restriction, easement or exception that may prevent the use of the Property for park-and-ride purposes.
6. The term of this agreement shall be a minimum period of five (5) years and shall remain in effect from year to year thereafter without modification unless canceled upon with a sixty (60) days prior written notice by either party after the fifth year.

In the event that the CHURCH cancels the agreement prior to the fifth year of the term, or if the CHURCH defaults under this agreement by failing to abide by the terms and conditions set forth herein, the CHURCH shall reimburse to HART the amount paid by HART for the improvements to the facility on a pro rated basis of 20% of the full cost for each unexpired year of the five (5) year term. Such reimbursement shall be made in one lump sum payment at the end of the calendar year in which the CHURCH cancels the agreement or defaults in its performance of this agreement. HART shall provide the CHURCH with a statement of improvement costs, and no portion of the improvement cost shall be due or payable by the CHURCH after this agreement has been in force for five (5) years.

7. To the extent provided by law, HART shall indemnify and hold the CHURCH harmless from all liability, claims, and judgments (including attorneys' fees) arising out of work undertaken by HART or the FLORIDA DEPARTMENT OF TRANSPORTATION pursuant to this Agreement or due to the negligent acts or omissions of HART, its contractors, subcontractors, employees, agents or representatives.

It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CHURCH for its own negligence or breach of contract.

8. This Agreement may be modified only in written agreement and signed by both parties.

9. This Agreement shall insure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOTAL PARKING SPACES= 98+ 2 Hdcp

TOTAL PARK & RIDE SPACES= 98+ 2 Hdcp

APPROPRIATE APPROACH SIGNAGE: add four Trailblazer signs

PAVEMENT MARKING CONDITION: Fair

PROPERTY SIGNAGE: install 4 new ADA handicapped signs

LIGHTING: None

SECURITY: None- Church not open regularly during bus route hours.

PHONES: None- Church phone not available during bus route hours.

HILLSBOROUGH TRANSIT AUTHORITY
PARK-AND-RIDE FACILITY

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, by and between
HILLSBOROUGH TRANSIT AUTHORITY, a.k.a., HILLSBOROUGH AREA REGIONAL TRANSIT, with
address of 4305 East 21st Avenue, Tampa Florida, 33605, hereinafter called "HART", and HILLSBOROUGH
COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, the cooperation of the parties is necessary to provide park-and-ride facilities to promote
efficient transportation by encouraging car pooling, van pooling and the use of public transportation.

NOW, THEREFORE, in consideration of the premise and the mutual understanding set forth herein; the
parties agree:

1. HART may continue to use the park-and-ride facility on "COUNTY" land located at the

hereinafter called the "Property" as indicated in Attachment "A". The design of
this facility shall be maintained in accordance with plans and specifications of the original agreement between
the "COUNTY" and the Florida Department of Transportation, hereinafter called "FDOT" under WPI

Any changes in the use of the park-and-ride facilities or new/added provisions or
construction shall be agreed upon by both parties in writing.

2. HART shall:

- A. Assume all construction costs for improvements to expand the park-and-ride facility as negotiated with the "COUNTY" if it is determined that additional spaces and/or amenities are needed.
- B. Install improvements which shall include, but not be limited to, safety features of a public pay phone, restricted to outgoing calls only, approved "No Loitering" signs at the shelter and entrance to the property, trailblazer signs along State Route 60 to indicate the location site as indicated in Attachment "B".

3. The "COUNTY" shall:

- A. Allow the Property to be used as a park-and-ride facility, Monday through Friday, during the hours of 6:00 AM to 6:30 PM.
- B. Maintain the Property and assume the normal maintenance costs thereof, including the resealing of the asphalt lot, identification and marking of the facility by appropriate signs and pavement markings as to its restricted use.

4. The "COUNTY" hereby gives, grants, bargains and releases to HART a license to enter upon that portion of the Property described in the original project plans of FDOT and for any future improvements or public meetings that are mutually agreed upon by both parties.

The license is granted by the "COUNTY" upon the condition that any future construction upon the Property by HART shall not exceed the limits outlined in Attachment B, and in the transit needs determined by HART and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner to avoid damage to existing structural improvements. In the event of future construction, and if damage occurs as the result of this construction to existing structural improvements,

HART or its contractors shall be responsible for the pertinent repairs to the Property.

5. The "COUNTY" represents and warrants that it has fee simple title to the Property without any restriction, easement or exception that may prevent the use of the Property for park-and-ride purposes.
6. The Term of this Agreement shall be for a period of ten (10) years and shall remain in effect from year to year thereafter without notification unless canceled upon sixty (60) days prior written notice by either party.

In the event that the "COUNTY" cancels the Agreement prior to the tenth (10th) year of the term, or if the "COUNTY" defaults under this Agreement by failing to abide by the terms and conditions set forth herein, the "COUNTY" shall reimburse to HART the amount paid by HART for the improvements to the facility on a pro rated basis of 10% of the full cost for each unexpired year of the ten (10) year term. Such reimbursement shall be made in one lump sum payment at the end of the calendar year in which the "COUNTY" cancels the Agreement or defaults in it's performance of this Agreement. HART shall provide the "COUNTY" with a statement of improvement costs, and no portion of the improvement cost shall be due or payable by the "COUNTY" after this Agreement has been in force for ten (10) years.

7. To the extent provided by law, HART shall indemnify and hold harmless, the "COUNTY" and its directors, officers, employees and agents from any and all claims, damages, liabilities, fines and expenses, including court costs and reasonable attorneys' fees in any manner arising out of actions or omissions of HART, its employees, agents and contractors, and the FDOT in performing this Agreement, provided, however, that HART shall not indemnify the "COUNTY" for the acts or omissions of the "COUNTY".

To the extent provided by law, the "COUNTY" shall indemnify and hold harmless, HART and its directors, officers, employees and agents from any and all claims, damages, liabilities, fines

and expenses, including court costs and reasonable attorneys' fees in any manner arising out of actions or omissions of the "COUNTY", its employees, agents and contractors in performing this Agreement, provided, however, that the "COUNTY" shall not indemnify HART for the acts or omissions of HART.

8. This Agreement shall be modified only in writing and signed by both parties.
9. This Agreement shall inure to the benefit of the successors and assigns of the parties.

**AGREEMENT BETWEEN
ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
AND**

This Agreement is made this _____ day of _____, by and between
the Alameda-Contra Costa Transit District ("AC Transit") and

RECITALS

1. AC Transit is a public transit agency formed under Public Utilities Code 24501, empowered to provide public transportation services, and is the Owner of a certain retail shopping facility known as "Shopping Center") which is identified in Exhibit A attached to this Agreement and included into it by reference.
2. AC Transit desires use of the roadway and common area within the Shopping Center to provide public bus transportation services to the Shopping Center.

NOW THEREFORE, in consideration of the promises, covenants, and conditions contained in this Agreement, the parties mutually agree as follows:

1. Owner grants to AC Transit ingress and egress on its property and to establish bus stops within the common area of the Shopping Center in the area identified on Exhibit A. Until the new bus stops are established, AC Transit shall continue to operate from the existing bus stop.

AC Transit acknowledges that several other public transportation agencies will be allowed concurrent use of the Shopping Center to establish bus routes and stops. In connection therewith, AC Transit agrees that no more than two (2) buses (including layovers) will be on the property at any given time unless otherwise agreed to in writing by the Owner. In spite of the foregoing, Owner understands and agrees that on occasion, and for short periods of time, there will be three (3) buses (including layovers) on the property at any given time. Such use shall not be considered a breach of this Agreement provided such use is the exception and not the rule.

2. AC Transit may make up to seventy-nine (79) bus stops per day, but in no event, more than ninety (90) bus stops per day, without the prior written consent of Owner. A stop consists of a bus coming to a stop for the purposes of loading passengers and unloading passengers, including layovers. Owner

agrees the "72 Line" can layover at the bus stop to decrease the overall traffic congestion. Such layovers shall not begin until the new bus stop is operational. The limitation on the number of stops shall not commence until December 3, 1995.

3. AC Transit may provide service to Hilltop seven days per week.
4. AC Transit, at its expense, shall install, repair and maintain signage which shall be consistent with AC Transit company signage. Such signage shall be only directional in nature and shall not contain any promotional, marketing or advertising information, but may contain notices of service adjustments. As used in this paragraph, "Signage" means the pole, route identification flag and schedule holder (which may have an AC Transit logo on it), which identifies the location where an AC Transit bus will load or unload passengers. The size, location and number of signs shall be subject to Owner's prior approval. Owner understands and agrees that all such signage must be in compliance with the Americans With Disabilities Act (ADA).

AC Transit, at its sole cost, shall remove and repair any damage caused by the signage upon termination of this agreement.

5. Owner shall be responsible for the repair, maintenance and upkeep of the roadways and common areas of the Shopping Center, including the areas used by AC Transit under this Agreement.

AC Transit recognizes Owner's right to close certain portions of the Shopping Center, including the bus routes, in order to prevent public dedications; for the purposes of repair and maintenance; and in order to comply with any applicable state, local or federal regulations governing the use of the Shopping Center roadways or Common Area.

If the closure of any portion of the Shopping Center affects AC Transit's rights to ingress, egress or use of the bus stops, Owner will use its best efforts to provide AC Transit with no less than 24 hours' notice and provide alternate bus routes which take into consideration the needs of AC Transit concerning safety factors and operational criteria of the buses. In the case of an emergency, Owner shall provide notice to AC Transit as soon as reasonably practicable under the circumstances and provide alternate bus routes subject to the provisions of this paragraph.

6. If Owner reasonably determines that the number of buses on the Shopping Center is creating traffic congestion and/or traffic hazards, it reserves the right to take whatever remedies are necessary to relieve traffic congestion and/or traffic hazards including, but not limited to, decreasing or increasing the number of bus stop locations; adjusting the number of bus stops at any

one given time during the day and/or total number of stops per day. In such event, Owner will provide AC Transit in making its final determination.

7. AC Transit agrees to indemnify and save harmless Owner and each partner, its agents, officers, directors, subsidiaries and affiliates from and against every legal claim, assertion of liability, demand, property damage, or personal injury, or bodily injury (including reasonable attorney fees and court costs), including, but not limited to, claims of any kind or nature which result from the errors, acts, omissions or negligence of AC Transit and from any claims of any kind or nature which may arise between AC Transit and other bus companies allowed concurrent use of the Shopping Center.
8. Owner agrees to indemnify and save harmless AC Transit, its Board of Directors, agents, officers, subsidiaries and affiliates from and against every legal claim, assertion of liability, demand, property damage, or personal injury, or bodily injury (including reasonable attorney fees and court costs), including, but not limited to, claims of any kind or nature which result from the errors, acts, omissions or negligence of AC Transit and from any claims of any kind or nature which may arise between AC Transit and other bus companies allowed concurrent use of the Shopping Center. Prior to the execution of this Agreement, Owner shall provide AC Transit with a certificate of insurance.
9. Use of the Shopping Center by AC Transit is for the mutual benefit of AC Transit and Owner and does not represent a commitment by either party to continue services. This Agreement shall commence December 3, 1995 and thereafter is subject to termination by either party with ninety (90) days' prior written notice.
10. Neither party may assign or transfer this Agreement without the prior written consent of the other party.
11. Each notice that a party is required or desires to give, shall be deemed to have been given when delivered or sent by certified mail, return receipt requested, or personally delivered to the addresses as follows:
12. This Agreement may not be amended, revised or altered except as agreed by both parties and evidenced in written form executed by both parties.

13. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs of the suit as determined by the court.
14. Any intention to create a joint venture, partnership, or agency relationship between the parties is expressly disclaimed.
15. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. This Agreement is entered into and shall be interpreted and enforced in accordance with the laws of the State of California.
17. The waiver of any party of the breach by the other of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, or condition herein contained.
18. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by any party to it.

CUSTOMER AMENITIES AGREEMENT

This Customer Amenities Agreement, dated as of _____, 1995, is entered into by and between the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate of the State of Florida created pursuant to Part II, Chapter 343, Florida Statutes, (herein referred to as "LYNX") and the CITY OF _____, a municipal corporation of the State of Florida (herein referred to as the "CITY"). In consideration of the premises contained herein, LYNX and the CITY agree as follows:

1. Definitions:

- A. "Agreement" means this Agreement and its attachments.
- B. "Contract" means an agreement between LYNX and Contractor relating to the construction, operation, and placement of any Customer Amenity at one or more locations within the CITY.
- C. "Contractor" means any person retained by LYNX to construct, install, locate or maintain Customer Amenities.
- D. "Customer Amenity" or "Customer Amenities" means any passenger shelter, transit sign, specialty paving, system map/fare information, transit vehicle waiting benches (i.e. bus benches), leaning rail, trash receptacle, newspaper stand, landscaping, public telephone, courtesy telephone, lighting, bicycle storage, information kiosk, bus bay, reader board, computer bulletin, drinking fountain, bathroom, auto parking or any other item provided for the use, comfort and convenience of customers using the transit services of LYNX as described in the Customer Amenities Manual published by LYNX from time to time.
- E. "Transit Stop Site" means an area within or adjacent to the public right-of-way or other location within the corporate limits of the CITY designated by LYNX as the location where a transit vehicle may stop to pick up or discharge passengers.

2. Background.

- A. City of _____

The CITY finds that a need for Customer Amenities exists throughout the City of _____. The CITY finds that providing Customer Amenities throughout the corporate limits of the CITY is within the best interest of the public. The CITY lawfully possesses certain rights-of-way and desires to grant

a license to LYNX for the specific purpose of LYNX's entering into and onto the public rights-of-way in the corporate limits of the CITY for various purposes, including public transit operations and providing Customer Amenities.

B. LYNX.

LYNX is an agency of the state created by Part II, Chapter 343, Florida Statutes, and is authorized to plan, develop, own, purchase, lease or otherwise maintain, operate and manage a regional public transportation system and public transportation facilities in its service area, including Orange, Seminole and Osceola counties and within the corporate limits of the CITY. LYNX has the authority to install and maintain Customer Amenities, and to contract with third parties to act on LYNX's behalf for the design, installation, construction, placing and maintenance of Customer Amenities. LYNX also has the right to enter into agreements with private property owners to construct, install, place, and maintain Customer Amenities. The construction, installation, maintenance, and use of Customer Amenities within . . . will benefit and enhance its public transportation system. LYNX intends to use revenues derived from advertising in, on or from Customer Amenities to support public transit services.

3. Duration.

Unless terminated sooner under Section 14 hereof, this Agreement shall expire 5 years from its effective date as determined in accordance with Section 5 hereof, unless renewed by mutual consent of the parties, or their successors, or assigns.

4. Use of Right-of-Way.

The CITY hereby grants LYNX the license to construct, maintain and operate Customer Amenities at Transit Stop Sites located on public rights-of-way within the corporate limits of the CITY. The CITY recognizes and agrees that such Customer Amenities may be constructed, installed, maintained, and operated pursuant to a Contract. LYNX shall not place any Customer Amenity upon any part of a public right-of-way that would adversely affect the rights or interest of any other public or private person or entity authorized to use such right-of-way. LYNX and the CITY both recognize and acknowledge that, subject to Agreements with the land owners, LYNX has the right to place Customer Amenities on private property located within the corporate limits of the CITY. The CITY hereby authorizes LYNX and its Contractor to place Customer Amenities on such private property adjacent to the right of way, with zero set backs required.

5. Effective Date.

This Agreement shall become effective on _____.

6. Selection of Contractor.

LYNX shall be responsible for the selection of the Contractor to construct, install and maintain each Customer Amenity in accordance with this Agreement.

7. Selection of Transit Stop Sites.

LYNX shall select each Transit Stop Site, including determining whether said locations are adjacent to county, state, federal, or city roads, or any portion thereof, and shall be responsible for ensuring compliance with all applicable local, state, or federal laws or regulations, subject to such waivers, variances and exceptions as have and may be approved in the future.

8. Construction of Customer Amenities.

LYNX will be responsible for the construction of Customer Amenities on Transit Stop Sites. LYNX shall exercise its best reasonable efforts to not hinder or impede the free flow of vehicular and pedestrian traffic along the Transit Stop Site. Subject to such waivers, variances and exceptions as have been and may be approved in the future, LYNX shall comply, or cause Contractor to comply with all statutes, ordinances, rules, and regulations governing to the placement, construction, or maintenance of any Customer Amenity. LYNX agrees that work required or performed pursuant to this Agreement will be done in accordance with applicable building standards and specifications of the CITY.

9. Maintenance.

LYNX shall be responsible for the maintenance of all Customer Amenities and the CITY shall be responsible for the maintenance of the Transit Stop Site.

10. Removal of Customer Amenities.

A. During Agreement Term.

LYNX shall have sole discretion to remove any Customer Amenity located in or adjacent to a public right-of-way if LYNX determines such removal is necessary and appropriate in LYNX's sole determination. LYNX shall be responsible for the removal of such, and, notwithstanding such removal, thereafter the Customer Amenity remains the property of LYNX. Upon the mutual agreement of both parties, the CITY may purchase such Customer Amenities from LYNX.

B. Upon Expiration or Termination of Agreement.

Within one hundred and twenty (120) days of the expiration or termination of this Agreement, LYNX shall remove all Customer Amenities from the Transit Stop Sites. LYNX shall also restore the Transit Stop Sites to substantially their original condition. LYNX shall retain ownership of the Customer Amenities. The cost of such removal and restoration shall be paid by LYNX.

11. Specifications and Permits.

A. Permits and Variances.

LYNX shall timely apply to any applicable jurisdiction, including the CITY and the Florida Department of Transportation, for any permits required for the construction, installation and location of any Customer Amenity (other than bus stop signs, trash receptacles, and bus benches) including sign permits, building permits and electrical permits. Subject to the permit application satisfying applicable requirements of the CITY, any such permits shall be issued by the CITY at no cost to LYNX. There shall be no costs paid for right-of-way utilization permits, building permits, electrical permits, or impact fees. The CITY shall grant to LYNX variances from set-back requirements, advertising requirements and any other requirements of the City Zoning Code to the extent such variances are necessary for LYNX to best locate the Customer Amenity on the Transit Stop Site and that are mutually agreed upon by the CITY and LYNX.

B. Compliance with Land Development Code

To the extent not expressly waived, varied or excepted, LYNX shall comply with all provisions of the CITY's Land Development Code.

C. Compliance with Construction Specifications.

Except as varied, excepted or waived, LYNX agrees that the Customer Amenities will be designed, constructed, installed and located on the Transit Stop Site in accordance with applicable governmental laws, ordinances, regulations and codes, including the Standard Building Code, the Manual of Uniform Standards of Design Construction and Maintenance of Streets and Highways, the Americans With Disabilities Act, and any other nationally-recognized standards (e.g., specifications created by the Urban Land Institute). The parties agree that notwithstanding any special design standards or criteria of any particular area in the CITY, the Customer Amenities may be designed so as to conform to the visual identity program of LYNX.

13. Compliance With Applicable Zoning Requirements.

A Customer Amenity shall not encroach on any sidewalk or pedestrian way between ground level and an elevation of eight feet (8') above the sidewalk or pedestrian way. Any Customer Amenity which generates revenue through advertising or other means shall: (i) be no closer than one hundred feet (100') from any low density residential zoning district, (ii) maintain a minimum four hundred feet (400') spacing between advertising panels facing the same direction, and (iii) shall not contain any sign or advertising copy greater in size than six feet (6') by four feet (4') equal size, opposite facing sides, provided that the sign or advertising copy may be double-sided.

14. Powers of LYNX.

Pursuant to Section 337.407(2)(a), Florida Statutes, this Agreement is the written authorization by the CITY to LYNX (or for LYNX to direct any contractor) to construct and maintain any Customer Amenity at any Transit Stop Site and place commercial advertising thereon. LYNX shall control all procurement, construction, management and all other processes pertaining to the design, construction, installation, location, maintenance, and providing of any Customer Amenity.

15. Termination of Agreement.

A. For Cause.

If LYNX fails to fulfill any obligation hereunder or violates any material covenant, term or condition of this Agreement, the CITY shall give LYNX

written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which LYNX receives such notice, the CITY may terminate this Agreement which shall be effective upon LYNX receiving a written notice from the CITY to that effect or such other date specified in the notice. If the CITY terminates this Agreement pursuant to this subsection A., then LYNX shall, at its expense, remove all Customer Amenities from the Transit Stop Sites and shall restore the Transit Stop Sites to substantially their original condition within one hundred and twenty (120) days after receipt of the termination notice from the CITY or such other date as may be agreed upon by the parties.

B. For Convenience.

The CITY may revoke all or any part of the authorization, license and approval granted to LYNX by this Agreement at any time upon giving notice to that effect. Such revocation shall be effective upon LYNX receiving a written notice of revocation from the CITY or such other date specified in the notice. If the CITY terminates this Agreement pursuant to this subsection B., then LYNX shall remove all Customer Amenities from the Transit Stop Sites and shall restore the Transit Stop Sites to substantially their original condition within one hundred and twenty (120) days after receipt of the termination notice from the CITY or such other date as may be agreed upon by the parties.

16. Remedies.

This Agreement shall be governed by and subject to the laws of the State of Florida. Venue for any and all legal action necessary to enforce this Agreement shall be in Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. Assignability.

LYNX shall not assign, sublet, convey, or transfer its interests in this Agreement without the prior written consent of the CITY; provided, however, any merger by LYNX into a different governmental agency or any substitution of LYNX by a different governmental agency shall not require the CITY'S prior written consent.

TRANSIT STATION LICENSE AGREEMENT

THIS TRANSIT STATION LICENSE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 1997, by and between ____ *Property Owners Name* ____, ("____ *Owner* ____"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida, and its contractors, agents and employees ("LYNX").

WITNESSETH:

WHEREAS, LYNX operates a public transit system that transports the public throughout the Central Florida area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board LYNX vehicles; and

WHEREAS, it is beneficial to ____ *Owner* ____ and its officials, employees, agents and guests that vehicles operated by LYNX pick-up and drop-off passengers at a transit station located at ____ *transit station address* ____; and

WHEREAS, the parties agree that it is in their mutual best interests that the transportation facility is an integral part of the community and functions as a community activity station; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility partially on ____ *Owner* ____'s Property for use as a transit station for LYNX vehicles, which will provide facilities for the embarking and disembarking of passengers to and from LYNX vehicles and to provide a convenient, accessible and more comfortable location for passengers to wait for LYNX vehicles;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, ____ *Owner* ____ and LYNX- agree as follows:

Section 1 - Transit Site Agreement. ____ *Owner* ____ hereby grants LYNX a license (the "License") to enter upon that certain parcel of real property located in Orange County, Florida, more particularly described and delineated by the site plan attached hereto as composite Exhibit "A" and made a part hereof (the "Transit Site") for the sole and limited purpose of installing a public transit station, subject to all of the terms and conditions provided for herein. ____ *Owner* ____ agrees LYNX may install and use a facility for passengers of LYNX vehicles which consists of a trash receptacle (s), a bench (es), a sign (s), and a passenger waiting shelter (s) and such other items as may be mutually

Section 13 - Time of the Essence. Time is of the essence of the Agreement.

Section 14 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion hereto.

Section 15 - License to Use Copyrighted Materials and Trademark Rights. _____ *Owner* _____ acknowledges that LYNX owns and holds all right, including patents, trademarks, copyrights and trad secrets in and to all elements of the Transit Station and related structures, designs and drawings, including without limitation, the passenger waiting shelter. LYNX hereby grants _____ *Owner* _____ a revocable license to use such rights in the Transit Station and related structure, designs and drawings during the term of this Agreement for the purposes addressed in this Agreement. _____ *Owner* _____ shall acquire no right or interest in any of these elements by virtue of the Agreement and all uses of these elements and related rights shall inure to the benefit of LYNX. _____ *Owner* _____ agrees not to challenge or otherwise interfere with the validity of LYNX's rights in these elements or LYNX's ownership of these elements a related rights.

AGREED TO by the parties hereto as of the date first above written.

Two Witnesses:

By: _____

Two Witnesses:

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____

HOLD HARMLESS AGREEMENT

This Agreement made and entered into on this _____ day of _____ by and between _____ ("Owner") of _____ ("Site") and _____

For, and in consideration of, _____ operating bus or public transit service for Route _____ at a frequency of no more than one bus per half-hour, and/or installing a shelter on site for Route _____ passengers only, and at no time to be used as a transfer station, Owner shall hold harmless and indemnify _____ for any and all normal wear and tear to pavements, sidewalks, curbs, or gutters located within property lines of this site caused by _____ vehicles. _____ will be responsible for any and all damages to pavements, sidewalks, curbs, or gutters and landscaped areas caused by either the negligent or careless operation or fluid leaks of any vehicles. _____ will also be responsible for the installation and maintenance of one crosswalk across ring road and two pedestrian crossing signs at crosswalk location. _____ will indemnify Owner from any and all liability, loss or damage Owner may sustain as a result of claims, demands or judgments against Owner arising out of the negligent or careless operation of vehicles on the Site or during the loading and discharging of passengers on or from vehicles while on the Site.

Witness the following signatures and seals as of the day and year first above set forth:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") made and entered into by and between
(Licensor), and Transportation District Commission
(Licensee).

WITNESSETH:

WHEREAS, Licensor is the owner of that certain tract or parcel of land in Chesapeake, Virginia which tract or parcel is more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Licensee desires to use as the designated area located within the Property for the purpose of a bus stop;

WHEREAS, Licensors agree to permit such use as license pursuant to the terms and conditions of this Agreement; and

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Property. Licensor agrees to permit Licensee to use the parking lot depicted on Exhibit A for the purpose of a bus stop. Licensee agrees that neither Licensee's use of Licensor's property, or the use of said property by anyone authorized by Licensee shall be interpreted to give right to anyone to limit, interfere, interrupt, or in any manner affect Licensor's current, or future business operations. At Licensor's sole discretion in the event that such Licensor's business operations are interrupted or hindered by Licensee's actions, or the actions of anyone claiming under Licensee, this Parking License Agreement shall terminate within thirty (30) days after Licensor's written notice to Licensee of Licensor's intent to terminate this License Agreement.

2. Purpose. The parking lot shall be used by Licensee solely for the purpose of allowing Licensee vehicles to access, stop and wait for its passengers who wait, board, alight and transfer only within the area described in the attached Exhibit A.

3. Term. The term of this License described in this Agreement shall commence on the date hereof and shall expire on May 31, 2000; and shall automatically renew for a period of one year, each year thereafter, or until either party gives 90 days notice to the other party to terminate this Agreement. Licensor may require Licensee to relocate the bus stop by giving 90 days notice.

4. Maintenance of the Parking Lot. Licensor hereby agrees to maintain the Parking Lot in reasonably good condition; and at its sole discretion. However, Licensee agrees to maintain the immediate area surrounding the bus stop free of trash and debris.

5. Insurance/Hold Harmless. Licensee will indemnify defend and hold the Licenser harmless from and against any and all liabilities, losses, demands, debts, causes of action, fines, penalties, damages (including consequential damages), judgments and expenses (including without limitation attorney's fees and court cost, including those incurred at all levels of appeals through the final determination thereof), or claims made against Licenser or against Licenser's title to the Property, rising from or relating to injury to any person or damage to any property caused by any act of Licensee, its employees, agents, invitees, licensees or contractors, or arising from or relating to the use, maintenance, occupation or operation of the Property by Licensee, or its employees, agents, invites, licensees or contractors, other than such losses caused by the gross negligence or willful misconduct of Licenser. Licensee is self-insured.

6. Alterations. In no event and under no circumstances shall Licensee make any alterations, additions, repairs or improvements to Property without permission of Licenser. Any improvements including waiting shelters, walk areas and landscaping will be at Licensee's expense and must be approved by Licenser. Licensee agrees to maintain those improvements in good condition and at its expense. Licensee further agrees that Licensee shall pay all expenses for said improvements in a timely fashion to prevent any liens from being filed by suppliers or laborers against Licenser's property. All Licensee's contractors performing any work for Licensee or Licenser's property shall adequately bonded and insured. Further, Licensee agrees to reimburse Licenser, within reasonable time, for all expenses, including reasonable attorney's fees, incurred by Licenser as a result of Licensee's failure to perform according to the terms of this agreement.

7. Sublicense and Assignment. Licensee agrees that it will not sublicense or assign this Agreement.

8. Non-Exclusive. This License is non-exclusive and Licenser may use and may permit others to use the Parking Lot for any purpose whatsoever.

9. Default Remedies. Licenser shall give Licensee written notice of any default on the part of Licensee. Should Licensee fail to correct or cure any such default within five (5) days from the date of receipt of notice thereof, Licenser shall have the right to terminate this Agreement by giving written notice of its election to do so. In addition, Licenser shall have such other rights and remedies as may exist under law or in equity, which rights and remedies may be exercised by Licenser independently, concurrently, and cumulatively. The failure of Licenser at any time to exercise any right or remedy herein given to Licenser shall not be deemed to operate as a waiver by Licenser of its right to exercise such right or remedy at any other or future time.

10. Attorney's Fees. In the event of a breach of this Agreement by either party, the prevailing party shall be entitled to recover its costs in enforcing this Agreement, including, but not limited to, its reasonable attorney's fees and other costs incurred in the enforcement of the performance of any of the provisions of this Agreement, including, without limitation, attorney's fees and litigation expenses incurred at all levels of appeals through the final determination thereof.

11. Notices. All notices as required or permitted under this Agreement must be in writing and will only be deemed properly given and received (a) when actually given and received, delivered in person to a party who acknowledges receipt in writing, or (b) one (1) business day after deposit by private courier or overnight delivery service, if such courier or service obtained a written acknowledgment of receipt; or (c) two (2) business days after deposit in the United States Mail, certified or registered mail with return receipt requested and postage prepaid.

Licensor

Licensee

TRANSPORTATION
DISTRICT COMMISSION

12. Binding Agreement. The terms and conditions of this Agreement and the covenants and agreements herein contained are binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. The indemnities set forth in this Agreement shall survive the expiration or earlier termination of this Agreement.

13. Entire Agreement. This instrument contains the entire agreement between the parties regarding the terms and conditions of the Agreement of the above described Property, all other agreements relating to the subject matter of this Agreement are hereby incorporated herein and there are no oral or written conditions, terms, understandings or stipulations pertaining to this Agreement which have not been incorporated herein.

14. Unenforceability. If any provision of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to the other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law.

15. Governing Law. This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of

16. No Representations by Licensee. Licensee acknowledges to and agrees with Licensor that Licensee is accepting the parking lot in a "AS IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representation or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Licensor. Licensee acknowledges that Licensee has not relied, and is not relying, upon any information document or other literature, maps, sketches, projection, proforma, statement, representation, guarantee or warranty (whether express or implied, or oral or written, or material or immaterial) that may have been given by or made by or on behalf of Licensor.

17. Limitations on Licensor's Liability. Any liability for damages, breach or nonperformance by Licensor or arising out of the subject matter of, or the relationship created by the Agreement will be collectible only out of Licensor's interest in the Property and no personal liability is assumed by, or will at any time be asserted against, Licensor, or his successors or assigns, if any, being expressly waived and released by Licensee.

18. Multiple Counterparts. This Agreement may be executed in any number of multiple counterparts which, when taken together, shall constitute a complete, fully executed Agreement.

19. ADA Requirements: If _____ is required by ADA regulations to provide customers an improved passage to access _____ agrees to make needed improvements at its expense or to terminate its stop at _____

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day _____ improvements and year first above written.

LICENSOR:

By: _____
Name:
Title:

Attest: _____
Name :
Title:

(CORPORATE SEAL)

LICENSEE:

TRANSPORTATION DISTRICT COMMISSION

By: _____
Name:
Title:

Attest: _____
Name :
Title:

(CORPORATE SEAL)

AGREEMENT FOR EASEMENT

This AGREEMENT FOR EASEMENT, is made and entered into this _____ day of _____, by and between HILLSBOROUGH TRANSIT AUTHORITY, doing business as HILLSBOROUGH AREA REGIONAL TRANSIT, a regional transportation authority organized and existing under the laws of the State of Florida, having an address of 4305 E. 21st Avenue, Tampa, Florida, 33605, (herein called "HART") and _____ a _____ having an address of _____ (herein called "Grantor");

W I T N E S S E T H :

WHEREAS, it is the intent of HART to provide effective and convenient public transit access to communities throughout Hillsborough County, Florida; and,

WHEREAS, Grantor is the owner in fee of that certain real property located at _____ (the real property and improvements located therein herein called the "Property"), the Property being located in Hillsborough County, Florida and more particularly described in Schedule "A" attached hereto and made a part hereof; and

WHEREAS, it is the desire of Grantor to assist HART to establish a park and ride facility in the community and provide a facility that will be of mutual benefit and of joint use; and

WHEREAS, Grantor and HART desire to establish said park and ride facility on the Property;

NOW, THEREFORE, for and in consideration of the Property, the understandings set forth herein, and for other good and valuable consideration in hand paid each of the parties hereto by the others, receipt of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. Recitals. All of above recitals are true and correct in every respect and by this reference are incorporated herein and made a part hereof.

2. Grant of Easement. Subject to the terms and conditions hereinafter set forth, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto HART a nonexclusive Easement for use of the Property pursuant to the terms hereof.

3. Nonexclusive Easement. The Easement created hereunder shall be (without the necessity of restating such herein) nonexclusive for the limited purposes set forth herein and subject to all the terms and conditions of this Agreement.

4. Benefit of Easement. The granting of the Easement in this Agreement to HART shall be deemed to include (without the necessity of restating such herein) the use and benefit of the Easement by HART and HART's employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives and assigns.

5. Purpose of Easement. Grantor does hereby grant an easement in favor of HART over the Property for the construction, maintenance and use of a park and ride facility.

6. Park and Ride Facility. HART and its respective successors, shall make the improvements necessary for utilizing the Property for the purposes stated herein (herein called "Facility"). HART shall acquire all necessary permits for the construction of the Facility. The design, location and construction of the Facility shall be in accordance with plans and specifications mutually agreed upon by both parties prior to construction (which plans and specifications together with all amendments and modifications thereof agreed upon by both parties are hereinafter called the "Plans and Specifications" and are incorporated by reference and made a part hereof). The costs of the Facility including the design, permitting and construction (herein called "Facility Costs") shall be borne solely by HART. The Facility shall be constructed in a quality manner for the uses of the Easement granted herein and shall be constructed in accordance with the minimum standards required by all applicable governmental authorities or agencies having jurisdiction over the Facility. HART shall take all reasonable precautions during the construction of the Facility to prevent damage to the Property. Completion of the Facility shall be deemed to have occurred upon receipt by Grantor of the certificate by the supervising engineer that the construction of the Facility has been completed in accordance with the Plans and Specifications. Upon completion of the Facility, HART shall furnish to Grantor a statement of the Facility costs.

7. Other Improvements. Upon completion of the Facility and during the term of this Agreement, HART shall have the right, but not the obligation, upon obtaining the prior written consent of Grantor, consent not be unreasonable withheld, to construct, install or otherwise make in addition to the Facility, such alterations and improvements on the Property from time to time as HART shall consider necessary or desirable to conduct or operate the Property as provided herein (herein called "Other Improvements"). The Other Improvements shall be constructed in a quality manner and shall be constructed in accordance with the minimum governmental authorities or agencies having jurisdiction over the Other Improvements. Upon completion of any Other Improvements, HART shall furnish to Grantor a statement of the costs of the Other Improvements and said costs shall be added to and become a part of the Facility Costs.

8. Fixtures and Equipment. HART shall have the right to install on the property such equipment, fixtures and machinery as HART shall consider necessary or desirable for the use of the Property as provided herein. HART shall have the right to remove any such equipment, fixtures or machinery at HART's sole discretion, provided HART repairs any damage caused by such removal.

9. Maintenance. Upon completion of the Facility, Grantor and all succeeding owners of the Property, or a portion thereof, shall have the sole obligation to repair and maintain the Property including the Facility and Other Improvements. The manner of repair and maintenance shall be sufficient in all respects for the uses granted in this Easement and in accordance with the minimum standards required by the applicable governmental authorities or agencies having jurisdiction over the Property including the Facility and Other Improvements. All costs of repair and maintenance shall be borne by Grantor, its successors and assigns.

10. Utilities and Other Services. Grantor shall, at Grantor's expense, furnish and maintain the following services to the Property: electricity, any heat and air conditioning included in the Facility, lighting, toilet room supplies, janitor service, water, sewage, garbage disposal, building security, and any other such routine services as are necessary for the use of the Property as provided herein.

11. Access. Both Grantor and HART, and their respective successors and assigns, shall have full access and ingress and egress to and from the Property including the Improvements, with the understanding of the Grantor that the prioritized use of the Facility will be for HART's park and ride patrons Monday through Friday during scheduled transit service.

12. Other Uses Prohibited. Neither HART nor Grantor shall use the Property other than for the purposes stated herein without first obtaining the prior written consent of the other party.

13. Term of Easement. This Agreement shall be effective for a period of five (5) years from the date hereof, and shall remain in effect from year to year thereafter under the same terms and conditions set forth herein unless cancelled by either party by written notice as provided herein given not less than sixty (60) days prior to the end of any yearly period.

14. Recording; Termination. This Agreement shall be recorded in the Public Records of Hillsborough County, Florida. Upon the termination of this Agreement as provided herein, the then owners of the Easement and the Property, respectively, shall enter into an Agreement for Termination of Easement which shall be recorded in the Public Records of Hillsborough County, Florida and this Agreement shall become null and void.

15. Reimbursement of Facility Costs. In the event Grantor shall not renew this Agreement each year until and including the tenth year from the effective date of this Agreement or in the event Grantor shall elect not to abide by the terms and conditions set forth in this Agreement, Grantor shall reimburse to HART the amount of the Facility Costs on a pro rata basis of ten percent (10%) of the total Facility Costs for each unexpired year of the aforesaid ten (10) year term. Such reimbursement shall be a total lump sum payment due upon expiration of the then current one year term of this Agreement. No portion of such reimbursement shall be due or payable after this Agreement has remained in force for a total period of ten (10) years.

16. Insurance. Grantor shall procure and maintain fire, windstorm, and extended coverage insurance for the full replacement value of the Facility and Other Improvements located on the Property, for protection against loss or damage by fire, windstorm, or other hazards ordinarily included in the definition of "extended coverage" as such term is used in the insurance trade.

HART shall procure and maintain all insurance which it deems necessary for its protection against loss or damage to any of the personal property, improvements or fixtures located on the Property and belonging to HART.

Grantor and/or HART shall also procure and maintain in force at all times during the term of this Agreement general liability insurance insuring Grantor and HART (and naming both in the policy) against any liability whatsoever occasioned by any accident on or about the Property or any appurtenance thereto, in such minimum amounts as shall be agreed upon by Grantor and HART for injury to any one person, for any one accident and for property damage. HART's insurance responsibilities will pertain to coverage during the operation of its services to the Facility.

All Insurance required to be carried by either party under this Agreement shall be written with an insurance company or companies authorized to do business in the State of Florida. Such policies shall contain a clause that the insurer will not cancel or change the insurance coverage without first giving both parties ten (10) days prior written notice.

17. Damage by Casualty. In the event the Facility and Other Improvements should be totally destroyed by fire, windstorm or other casualty, or in the event the Facility and Other Improvements should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either Grantor or HART may at its option by written notice to the other given not more than thirty (30) days after the date of such casualty, terminate this Agreement. In such event, Grantor shall reimburse to HART the amount of the Facility Costs on a pro rata basis as provided in Section 15 herein. In the event the Facility and Other Improvements should be damaged by fire, windstorm, or other casualty but only to the extent that rebuilding or repairs can be completed within one hundred eighty (180) days after the date of such damage, or if the damage should be more serious but neither Grantor or HART elects to terminate this Agreement, then Grantor shall within thirty (30) days after the date of such damage commence to rebuild or repair the Facility and/or Other Improvements and shall proceed with reasonable diligence to restore the Facility and/or Other Improvements to substantially the same condition in which it was immediately prior to the happening of the casualty.

18. Indemnification. HART and Grantor, and their successors and assigns, shall indemnify and hold Grantor and HART, respectively, and all future owners of all or any part of the Property and of the Easement, respectively, harmless from any and all loss, damage, cost, claims, suits, liabilities or expenses, including reasonable attorneys' fees, by virtue of the following:

(a) Any default or breach by HART or Grantor, respectively, or their successors or assigns, of any of their obligations or responsibilities under this Agreement; and

(b) Any injury or death of persons or damage to property caused by or arising out of any act or omission of HART or Grantor, respectively, or their respective employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives or assigns on the Property or in connection with the Easement; provided however that neither*

HART and Grantor, and their successors or assigns, shall not be responsible or liable for any default, injury, death or damage that occurs while they are not the owners of the Easement created by this Agreement or of all or any part of the Property, respectively, but rather only the then owner of the Easement or Property, respectively, at that time shall be so responsible or liable.

*HART nor Grantor shall be liable in any way to the other party for any such injury, death or property damage caused by or arising out of any intentional, willful, wanton or grossly negligent act or omission of HART or Grantor or their respective employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives or assigns.

19. Enforcement. If Grantor or HART, or their respective successors or assigns, fail to comply with their responsibilities and obligations hereunder, then Grantor or HART, as the case may be, or their successors or assigns, shall have the right to proceed in any action in a court of competent jurisdiction in Hillsborough County, Florida, either for specific performance or for damages or both.

20. Attorneys' Fees and Costs. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred including reasonable attorneys fees whether incurred at trial level or on appeal.

21. Binding Effect. Notwithstanding the granting and assignment of rights under this Agreement, the rights and benefits and the obligations and liabilities created hereunder for HART as owner of the Easement shall only apply to the then present owners of the Easement and their respective employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives and assigns. The rights and benefits and the obligations and liabilities created hereunder for Grantor as owner of the Property shall run with the Property and shall only apply to the then present owners of all or any part of the fee simple title to the Property and their respective employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives and assigns. The owners of all or any part of either the Easement or the Property shall only be responsible for the obligations and liabilities of such interests that may accrue during such term of ownership, and in no event shall: (i) an owner of either of said interests be obligated or liable for a default hereunder of a prior owner; or (ii) an owner of either of said interests be obligated or liable for a default hereunder of a subsequent owner. Subject to the limitation set forth in the preceding sentence, any future owner of all or any part of the property shall be deemed to have assumed the liabilities and obligations of Grantor hereunder incident to and by virtue of the land so acquired and any future owner of the Easement shall be deemed to have assumed the liabilities and obligations of HART hereunder incident to and by virtue of the interest so acquired. The limitations as set forth in the preceding sentences of this Section 21 shall not limit the responsibility and obligations of any future owner of all or any part of the Property or the Easement, respectively, to construct and thereafter to maintain and repair the Property to the extent required under this Agreement, regardless whether the failure to do so first occurred by the previous owner of the Property or the Easement, as applicable.

22. Notice. Whenever any notice may be given or is required to be given under the terms of this Agreement, the same shall be delivered by hand or by delivery through the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

To HART: HILLSBOROUGH AREA REGIONAL TRANSIT
Attn: Cliff Hayden
Deputy Administrator
4305 East 21st Avenue
Tampa, Florida 33605

with copy to:

To Grantor:

or such substitute address as any of the foregoing parties may designate for himself or itself by like notice. Notice shall be deemed given when delivered by hand or placed in the United States Mail as aforesaid.

23. Modification. There are no other agreements, promises, or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Agreement except in writing and signed by the then owners of the Property and the Easement and recorded in the Public Records of Hillsborough County, Florida.

24. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless of whether this Agreement is being executed by any of the parties hereto in other states or otherwise.

25. Counterparts. This Agreement is being executed in several counterparts, each of which shall be deemed an original.

26. Effective Date. This Agreement shall have an effective date of the date that the parties hereto duly execute this Agreement.

APPENDIX H
BUS TURNING TEMPLATE

This is
a blank
page

BUS TURNING TEMPLATE

NOTES:

The above diagram should be considered minimum for a standard bus. Radii of 55' (outside) and 25' (inside) are recommended for pavement edges or obstructions.

Articulated buses can be accommodated within the above envelope.