

## **Parking Price Transparency and Anti-Price-Gouging Initiative**

The People of the City of Inglewood do ordain as follows:

### **Section 1. Title.**

This Measure shall be known and may be cited as the “Parking Price Transparency and Anti-Price-Gouging Initiative.”

### **Section 2. Findings and Declarations.**

The People of the City of Inglewood find and declare:

- A. Major sports and entertainment venues generate recurring traffic congestion and parking impacts throughout the year.
- B. Excessive commercial parking prices near major venues exacerbate congestion, encourage unsafe and illegal parking practices and burden residents, workers and visitors.
- C. The People intend to establish a fair maximum price for commercial parking offered to the public within the area of concentrated venue-related impacts, together with clear posting, receipt and enforceable penalty provisions.

### **Section 3. Addition to Municipal Code.**

The Municipal Code is amended by adding a new Section 3-82 in Chapter 3, Article 2, as follows:

#### **Section 3-82. Parking Price Limitations Near Major Venues.**

##### **(1) Definitions.**

- (a) “Major Venue”** means a sports or entertainment venue located within the City with a fixed seating capacity greater than 20,000 persons, as established by the venue’s certificate of occupancy or equivalent official documentation.
- (b) “Parking Price Limit Zone”** means all property, whether public or private, located within a two (2) mile radius of the outer boundary of the Major Venue property lines.
- (c) “Commercial Parking”** means off-street parking made available to the public for compensation within the Parking Price Limit Zone, including valet parking and any parking sold, marketed, offered or bundled in connection with attendance at events or activities at or near a Major Venue.
- (d) “Parking Operator”** means any person or entity offering or providing Commercial Parking, including the owner, lessee, manager, promoter, venue-affiliated entity or any agent collecting payment. “Parking Operator” also includes any third-party platform, app, broker, or reseller that sets, controls or collects the price (in whole or in part) on behalf of any other person or entity.

**(e) “Parking capacity”** means the maximum number of vehicles that can be parked on the parcel on any day, including valet-stacked parking, tandem parking, and any use of adjacent or unstriped areas for parking, as determined by striping, layout, permits or the operator’s actual practice.

**(f) “Total amount paid”** means all mandatory amounts required to obtain parking, including any required service, convenience, VIP, reservation, membership, processing, platform or similar fees, whether charged directly or through a third party, but excluding taxes required by law that are separately stated and actually remitted.

## **(2) Maximum Price; Annual CPI Adjustment**

**(a)** No Parking Operator shall charge, demand, collect, or receive more than Twenty Dollars (\$20.00) per vehicle for Commercial Parking within the Parking Price Limit Zone.

**(b)** Beginning January 1 of the year following adoption, and on January 1 of each year thereafter, the maximum price in subsection (b)(1) shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles–Long Beach–Anaheim, CA (or its successor index), as published by the U.S. Bureau of Labor Statistics, for the most recent 12-month period for which data are available.

**(c)** The City Clerk, or such other City officer as the City may designate, shall publish the adjusted maximum price on the City’s website.

**(d)** Adjustments shall be rounded to the nearest \$1.00.

## **(3) Prohibited Add-Ons**

No Parking Operator shall impose any mandatory fee, surcharge, required purchase or pricing structure that causes the total amount paid to exceed the maximum in subsection (b), as adjusted. Taxes required by law may be added only if separately stated and actually remitted.

## **(4) Price Posting and Receipts**

**(a)** The maximum lawful price (reflecting the current CPI-adjusted maximum) and the price actually charged shall be posted conspicuously at each vehicle entrance in lettering of at least two inches in height.

**(b)** The Parking Operator shall provide a written or electronic receipt stating the Total amount paid, the date and time, and the location.

## **(5) Enforcement; Penalties; Restitution; Violation Period**

**(a)** A violation of this Section is an administrative offense enforceable by citation.

**(b)** Civil penalties:

**(i)** first violation: \$500;

**(ii)** second violation within 12 months: \$1,000;

**(iii)** third and subsequent violations within 12 months: \$2,500.

- (c) In addition, the City may require restitution to customers of any amounts charged in excess of the maximum lawful price.
- (d) **Per-Transaction Violations.** Each instance in which a Parking Operator charges, demands, collects, or receives a total amount paid in excess of the maximum lawful price for a single vehicle constitutes a separate violation.
- (e) **Violation Period.** In addition to per-transaction violations, when an unlawful price is posted, advertised, offered, or charged, the City may treat each fifteen (15) minute period during which the unlawful price is posted, advertised, offered or charged as a separate violation, regardless of the number of vehicles parked during that period.
- (f) **Records; Presumptions; Sampling.**
- (i) Parking Operators shall retain for three (3) years point-of-sale records, third-party platform reports, and receipts showing the Total amount paid for all Commercial Parking transactions within the Parking Price Limit Zone.
  - (ii) Parking Operators shall produce such records within ten (10) business days of a written request by the City.
  - (iii) The City may establish violations using a statistically valid sample of receipts, platform data or other transaction records and may reasonably estimate the number of violations during a period based on that sample, subject to the Parking Operator's right to rebut with complete records.
  - (iv) Failure to timely produce records creates a rebuttable presumption that the Parking Operator charged in excess of the maximum lawful price for each vehicle parked during the requested period.

## (6) Exemptions

This Section does not apply to:

- (a) **Private residences.** Parking offered at or on a parcel improved with a single-family residence, duplex, triplex, or fourplex, including driveway and yard parking, provided that no more than four (4) vehicles are parked for compensation on that parcel on any day.
- (b) **Small lots.** A parking facility, lot or parcel that offers parking for fifteen (15) or fewer vehicles on any day, measured by Parking capacity.
- (c) **Employee or tenant parking.** Parking provided to employees, residents or tenants in connection with their employment or tenancy where the parking is not offered to the general public for compensation.
- (d) **Pre-existing monthly leases.** Parking made available under a bona fide monthly lease or subscription arrangement entered into at least 30 days before the date of parking, provided the arrangement is not created, advertised, or modified to evade this Section.
- (e) **Government and emergency operations.** Parking arrangements for City vehicles, emergency services, or official governmental operations.

**(f) Free parking.** Parking provided without charge.

**(7) No Waiver**

No permit, contract, license or other City approval shall waive or reduce the requirements of this Section except by a future voter-approved measure.

**(8) Anti-Evasion**

No person shall structure, split, subdivide, rotate, recharacterize or otherwise manipulate parking operations, pricing, parcel use, or mandatory charges for the purpose of avoiding application of this Section, including by dividing a single parking operation into multiple operators, using third-party platforms to add mandatory fees, requiring purchase of goods or services as a condition of parking or bundling goods or services to exceed the maximum lawful price.

**Section 4. Severability.**

**(A)** If any provision of this Measure, or any section, phrase, or word thereof, or the applicability of any provision, section, part, phrase, or word to any person or circumstances, including any exemption to the special tax or defined term, is for any reason held to be invalid or unconstitutional, the remaining provisions, sections, parts, phrases, or words shall not be affected, but shall remain in full force and effect, and to this end the provisions, sections, parts, phrases, and words of this Measure are severable.

**(B)** The voters hereby declare that this Measure, and each section, provision, part, phrase, and word, including any exemption to the special tax or defined term, would have been adopted irrespective of whether any one or more provisions, sections, parts, phrases, or words are found to be invalid or unconstitutional.

**Section 5. Conflicting Measures.**

**(A)** If this Measure and one or more conflicting measures appear the same ballot, the provisions of the measure that receives the greater number of affirmative votes will prevail in its entirety, and the other measure or measures shall be null and void.

**(B)** If this Measure is approved by the voters but superseded by law by another conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held to be invalid, this Measure shall be self-executing and will be given full force and effect.

**Section 6. Legal Defense.**

The People of the City of Inglewood desire that his Measure, if approved by the voters are thereafter challenged in court, be defended by the City. The People, by approving this Measure, hereby declare that the proponent(s) of this Measure have a direct and personal stake in defending this Measure from constitutional or statutory challenges to the Measure's validity or implementation. In the event that the City fails to defend this Measure, or the City fails to appeal an adverse judgment against the constitutionality, statutory permissibility, or implementation of this Measure, in whole or in part, in any court of law, the Measure's proponents shall be entitled

to assert their direct personal stake by defending the Measure's validity and implementation in any court of law and shall be empowered by the People through this Measure to act as agents of the People. The City shall indemnify the proponents for reasonable expenses and any losses incurred by the proponents, as agents, in defending the validity and/or implementation of the challenged measure. The rate of indemnification shall be no more than the amount it would cost the City to perform the defense itself.

**Section 7. Liberal Construction.**

This Measure shall be liberally construed to effectuate its purposes.

**Section 8. Municipal Affair.**

The People of the City of Inglewood hereby declare that charging an admissions tax as outlined in this Measure constitutes a municipal affair. The People hereby further declare their desire for this Measure to coexist with any similar tax measures adopted at the city, county, or state levels.

**Section 9. Effective Date.**

This Measure shall become effective upon its approval by a simple majority of electors.