

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
JANUARY 22, 2010 (Fourth Friday of Each Month)

SANTA CRUZ CITY COUNCIL CHAMBERS

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 12:00 noon

**THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM OR
AT METRO'S ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET,
SANTA CRUZ, CA**

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION - 9:00 a.m.

1. a. ROLL CALL
 - b. CONSIDERATION OF:
 - 1) NOMINATION AND ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,
 - 2) NOMINATION AND ELECTION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,
 - 3) NOMINATION AND ELECTION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2010
- Presented by: Leslie R. White, General Manager
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 3. LABOR ORGANIZATION COMMUNICATIONS
 4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF NOVEMBER 2009
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2009
- 5-3. CONSIDERATION OF TORT CLAIMS: NONE
- 5-4. ACCEPT AND FILE MAC AGENDA FOR JANUARY 20, 2010 AND MINUTES OF NOVEMBER 18, 2009
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF NOVEMBER 2009

- 5-6. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR NOVEMBER 2009
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR NOVEMBER 2009
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR NOVEMBER 2009
- 5-9. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2009 MEETING(S)
- 5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON & SON TIRES, INC. FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH JABICO ENTERPRISES, LLC FOR WEB SITE RE-DESIGN AND IMPLEMENTATION SERVICES
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXTEND THE CONTRACT WITH SEDGWICK CMS FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS
- 5-14. CONSIDERATION OF REQUEST FROM GOOD TIMES PUBLICATION FOR DONATION OF EIGHT (8) REGULAR MONTHLY BUS PASSES TOTALING \$400, TO BE USED AS PRIZES IN EXCHANGE FOR ADVERTISING SPACE FOR SANTA CRUZ METRO IN THE FEBRUARY GOOD TIMES PUBLICATION PROMOTING GREEN, CLEAN ENERGY, AND EFFICIENT PUBLIC TRANSPORTATION IN SANTA CRUZ COUNTY

REGULAR AGENDA

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Board Chair
- 7. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF PAULA R. FLAGG AS ADMINISTRATIVE ASSISTANT FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented by: Board Chair

8. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF RUTH JONES AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented by: Chair Bustichi
9. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ROBERT ALLEN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented by: Board Chair
10. CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF PETER PRINCE AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented by: Board Chair
11. CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A FIVE-YEAR LEASE WITH A FIVE-YEAR EXTENSION FOR KIOSK SPACE IN THE ISLAND CONCESSION AT PACIFIC STATION WITH LUCIANA ABREGO, DBA TAQUERIA EL DANDY
Presented By: Margaret Gallagher, District Counsel
12. CONSIDERATION OF ADOPTING A RESOLUTION MODIFYING METRO'S BYLAWS TO REFLECT THE CHANGE TO METRO'S ADMINISTRATION OFFICE ADDRESS
Presented By: Margaret Gallagher, District Counsel
13. CONSIDERATION OF ADOPTING METRO'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (dbe) GOAL OF 1.73% FOR FISCAL YEAR 2010 (FY10) AND THE METHODOLOGY USED TO SET THE GOAL
Presented By: Margaret Gallagher, District Counsel
Angela Aitken, Finance Manager & Acting Assistant General Manager
14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$35,020 FROM HARRIS & ASSOCIATES TO PROVIDE ADDITIONAL FUNDS TO THE CONSTRUCTION MANAGEMENT CONTRACT TO ACCOMMODATE COSTS RELATING TO VERNON ADMINISTRATION BUILDING SERVICES DURING CONSTRUCTION, AND SPECIALTY INSPECTION SERVICES FOR THE METROBASE PROJECT
Presented By: Frank Cheng, MetroBase Project Manager
15. CONSIDERATION OF ADOPTION OF A RESOLUTION OF SUPPORT OF THE LOCAL TAXPAYER, PUBLIC SAFETY, AND TRANSPORTATION PROTECTION ACT OF 2010
Presented By: Leslie R. White, General Manager

16. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR FEBRUARY 26, 2010 – WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE
Presented by: Board Chair
17. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
18. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: Rita Gentry vs. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957)
 - a. Title: District Counsel

SECTION III: RECONVENE TO OPEN SESSION

19. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be limited in time in accordance with District Resolution 69-2-1.

When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO

regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF:
1) **NOMINATION AND ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
2) **NOMINATION AND ELECTION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY, AND**
3) **NOMINATION AND ELECTION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2010**

I. RECOMMENDED ACTION

That the Board of Directors elect individuals to the positions Board Chair, Vice Chair, Representative and Alternate to the Highway 1 Construction Authority, Representatives and Alternates for the Santa Cruz County Regional Transportation Commission for 2010.

II. SUMMARY OF ISSUES

- Article 6 of the METRO Bylaws provides that the Board of Directors shall annually elect individuals to the positions of Chair and Vice Chair.
- It is necessary for the Board of Directors to elect an individual and an alternate to represent METRO on the Board of Directors of the Highway 1 Construction Authority (HCA).
- In order to maintain representation on the Santa Cruz County Regional Transportation Commission (SCCRTC) it is necessary that the Board of Directors elect individuals to the three positions and three alternate positions that are provided for METRO.
- Elections for the positions referenced in this Staff Report are scheduled to be held at the beginning of the January 22, 2010 Board of Directors meeting.

III. DISCUSSION

The terms of the officers and appointees of the Board of Directors in the positions of Chair, Vice Chair, HCA appointees, and SCCRTC appointees expire in January 2010. The METRO Bylaws provide that the Board of Directors shall identify nominees to be considered for election to the positions herein referenced.

1b.1

Staff recommends that the Board of Directors elect members to the positions of Chair, Vice Chair, HCA appointee and alternate, and SCCRTC appointees and alternates. On January 8, 2010 the Board of Directors identified nominees for the positions of Chair, Vice Chair, HCA Representative and Alternate, and SCCRTC Representatives and Alternates. In accordance with the METRO Bylaws, nominations remain open until the positions are filled through election. The election for the referenced positions is scheduled to be held on January 22, 2010.

IV. FINANCIAL CONSIDERATIONS

Funding support for the positions identified in this Staff Report is contained in the adopted METRO FY 2009/2010 Operating Budget.

V. ATTACHMENTS

Attachment A: List of Nominees from January 8, 2010 Board of Directors Meeting.

Attachment A

Board Nominees January 08, 2010

Chair

Director Pirie

Vice Chair

Director Robinson

SCCRTC Representatives (3 Positions)

Director Bustichi
Director Graves
Director Rotkin
Director Tavantzis

SCCRTC Alternates (3 Positions in order)

Director Rotkin
Director Hagen
Director Hinkle

HCA Representative

Director Tavantzis

HCA Alternate

Director Rotkin

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 11/01/09 THRU 11/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NUMBER	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
34248	11/02/09	108.41	294	ANDY'S AUTO SUPPLY	0	29973	REV VEH PARTS	108.41	
34249	11/02/09	10.00	E135	ARCHIBEQUE, JUANITA		30032	DMV FEE	10.00	
34250	11/02/09	641.09	001	AT&T		30060	10/10-11/9 138 GOLF	641.09	
34251	11/02/09	7.81	002689	B & B SMALL ENGINE		29899	REPAIRS/MAINTENANCE	7.81	
34252	11/02/09	34,679.15	001276	BANK OF MARIN		30118	AUG RETAINAGE/MB	34,679.15	
34253	11/02/09	86.30	123	BAY PHOTO LAB		30048	PHOTO PROCESS/PT	21.04	
						30049	PHOTO PROCESS/PT	23.18	
						30050	PHOTO PROCESS/PT	16.76	
						30051	PHOTO PROCESS/PT	25.32	
34254	11/02/09	774.00	011	BEWLEYS CLEANING	7	30036	SEPT SERVICES/FAC	774.00	
34255	11/02/09	1,988.99	667	CITY OF SCOTTS VALLEY		30100	BLUEBONNET/WASTEWATR	1,988.99	
34256	11/02/09	125.00	001113	CLARKE, SUSAN	7	30020	EXT BUS ANNOUN/AUDIT	125.00	
34257	11/02/09	184.00	367	COMMUNITY TELEVISION OF		30095	TV COVERAGE 9/25	184.00	
34258	11/02/09	55.31	002063	COSTCO		30021	PHOTO PROCESS/OPS	3.47	
						30022	PHOTO PROCESS/OPS	10.03	
						30023	PHOTO PROCESS/OPS	7.08	
						30024	PHOTO PROCESS/OPS	1.33	
						30025	PHOTO PROCESS/OPS	6.63	
						30026	PHOTO PROCESS/OPS	2.60	
						30027	PHOTO PROCESS/OPS	0.44	
						30028	PHOTO PROCESS/OPS	1.73	
						30029	PHOTO PROCESS/OPS	13.93	
						30030	PHOTO PROCESS/OPS	8.07	
34259	11/02/09	4,148.23	157	DELL MARKETING L.P.		29934	POWEREDGE SERVER/IT	4,148.23	
34260	11/02/09	39,191.13	800	DELTA DENTAL PLAN		30115	NOV DENTAL INS	39,191.13	
34261	11/02/09	105.00	001322	DEPARTMENT OF INDUSTRIAL		30103	DOSH PERMIT	105.00	
34262	11/02/09	220.53	085	DIXON & SON TIRE, INC.		30046	OCT TIRES/PT	220.53	
34263	11/02/09	445.00	916	DOCTORS ON DUTY		30075	DRUG TEST	30.00	
						30076	DRUG TEST	35.00	
						30077	DRUG TEST	35.00	
						30078	DRUG TEST	35.00	
						30079	DRUG TEST	30.00	
						30080	DRUG TEST	30.00	
						30081	DRUG TEST	30.00	
						30082	DRUG TEST	30.00	
						30083	DRUG TEST	30.00	
						30084	DRUG TEST	30.00	
						30085	DRUG TEST	30.00	
						30086	DRUG TEST	35.00	
						30087	DRUG TEST	30.00	
						30088	DRUG TEST	35.00	
34264	11/02/09	48.00	001492	EVERGREEN OIL INC.		30058	HAZ WASTE DISP	48.00	
34265	11/02/09	990.00	432	EXPRESS EMPLOYMENT PROS		30110	TEMP/FAC W/E 10/18	990.00	
34266	11/02/09	114.12	372	FEDERAL EXPRESS		30120	OCT SHIPPING/FLT	114.12	
34267	11/02/09	323.73	001172	FERGUSON ENTERPRISES INC.		30053	REPAIRS/MAINTENANCE	323.73	
34268	11/02/09	669.04	282	GRAINGER		30054	REPAIRS/MAINTENANCE	88.03	
						30055	REPAIRS/MAINTENANCE	540.27	
						30056	CLEANING SUPPLIES	40.74	
34269	11/02/09	115.33	510A	HASLER, INC.		30044	11/01-11/30 RENTAL	43.06	
						30096	NOV RENTAL/ADM	72.27	

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34270	11/02/09	1,098.07 215	IKON OFFICE SOLUTIONS			30045	6/17-9/30 MAINT/PT	873.21	
34271	11/02/09	1,860.00 878	KELLY SERVICES, INC.			30116	9/19-10/18 MAINT/ADM	224.86	
34272	11/02/09	683.60 001321	KELLY, KATHLEEN			30018	TEMP/OPS W/E 10/4	960.00	
34273	11/02/09	10.99 074	KENVILLE LOCKSMITHS			30019	TEMP/OPS W/E 10/11	683.60	
34274	11/02/09	41.00 001233	KIMBALL MIDWEST		7	30063	REPAIRS/MAINTENANCE	10.99	
34275	11/02/09	816.40 001145	MANAGED HEALTH NETWORK			30033	PARTS & SUPPLY/FLT	41.00	
34276	11/02/09	3.24 001936	MCI			30062	NOV EAP PREMIUM	816.40	
34277	11/02/09	50.44 041	MISSION UNIFORM			30052	SEPT PHONES	3.24	
34278	11/02/09	507.26 001454	MONTEREY BAY OFFICE PRODUCTS			29941	UNIF/LAUNDRY/FAC	50.44	
34279	11/02/09	1,495.57 002721	NEXTEL COMMUNICATIONS			29656	10/1-12/31 MAINT/ADM	150.00	
34280	11/02/09	1,560.00 001306	NILSON, VALERIE S.			29657	7/1-9/30 OVERAGES	357.26	
34281	11/02/09	881.15 043	PALACE ART & OFFICE SUPPLY			30047	9/04-10/03 PHONES/PT	1,495.57	
34282	11/02/09	653.36 001149	PREFERRED PLUMBING, INC.			30102	CONSULTATION SVCS	1,560.00	
34283	11/02/09	23.32 107A	PROBUILD			29816	OFFICE SUPPLY/PT	150.22	
34284	11/02/09	2,223.20 001098	ROBERT HALF MANAGEMENT RESOURCE			29918	OFFICE SUPPLIES/FIN	9.03	
34285	11/02/09	447.63 135	SANTA CRUZ AUTO PARTS, INC.			29920	OFFICE SUPPLY/ADM	12.99	
34286	11/02/09	9,347.12 079	SANTA CRUZ MUNICIPAL UTILITIES			30017	OFFICE SUPPLY/OPS	189.14	
						30057	OUT RPR/EQUIP/MTC	520.07	
						29942	REPAIRS/MAINTENANCE	653.36	
						30031	TEMP/FIN W/E 10/09	23.32	
						30099	TEMP/ADM W/E 10/16	1,971.20	
						29968	SAFETY SUPPLIES	252.00	
						29969	SMALL TOOLS	20.26	
						29972	SMALL TOOLS	129.57	
						29974	PARTS & SUPPLIES	27.64	
						30038	REV VEH PARTS	39.35	
						30039	REV VEH PARTS	135.33	
						30040	REV VEH PARTS	60.23	
						30065	9/15-10/13 BEACH ST	35.25	
						30066	9/15-10/13 DUBOIS	967.34	
						30067	9/15-10/13 VERNON	408.94	
						30068	9/15-10/13 VERNON	58.17	
						30069	9/15-10/13 RIVER	132.75	
						30070	9/15-10/13 RIVER	2,932.08	
						30071	9/15-10/13 DUBOIS	846.38	
						30072	9/15-10/13 DUBOIS	115.35	
						30073	9/15-10/13 ENCLINAL	196.68	
						30074	9/15-10/13 GOLF	1,132.51	
						30107	9/16-10/14 GOLF	45.59	
						30108	9/16-10/14 PACIFIC	92.32	
						30037	REPAIRS/MAINTENANCE	2,419.01	
						30016	10/2-10/8 EMP TRAVEL	51.01	
						30041	OUT RPR REV VEH	141.36	
						30043	OUT RPR REV VEH	187.27	
						30109	MT BIELWASKI	544.50	
						30035	PC CARDS/ADMIN	54.53	
						30114	NOV VISION INS	90.02	
						30117	CONST SVC NB TO 8/31	11,522.50	
								299,162.35	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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34294	11/09/09	002861	262.68	AMERICAN MESSAGING SVCS, LLC		30192	NOV PAGERS	262.68	
34295	11/09/09	44.00 E624	44.00	ANDREWS, JASON		30138	DMV FEE	44.00	
34296	11/09/09	001312	1,279.54	ANTHEM BLUE CROSS		30194	PERS CHOICE FAMILY	1,279.54	
34297	11/09/09	17,716.13 941	17,716.13	ASSURANT EMPLOYEE BENEFITS		30122	NOV LTD INS	17,716.13	
34298	11/09/09	001D	4,188.16	AT&T		30144	9/19-10/18 PHONES	4,188.16	
34299	11/09/09	001124	8,230.73	BAY COUNTIES PITCOCK PETROLEUM		30154	SEPT FUEL & LUBE	1,931.19	
		664	10,161.92			30155	SEPT FUEL/FLT	8,230.73	
34300	11/09/09	1,384.61 845A	1,384.61	BLUE SHIELD OF CALIFORNIA		30193	95% BASIC HMO FAMILY	1,384.61	
34301	11/09/09	002189	443.06	BUS & EQUIPMENT		30139	REV VEH PARTS	443.06	
34302	11/09/09	002109	1,050.00	CITY OF SANTA CRUZ/PARKING		30195	12/09-6/10 PARKING	1,050.00	
34303	11/09/09	001113	249.75	CLARKE, SUSAN	7	30218	EXT BUS ANNOUN/AUDIT	249.75	
34304	11/09/09	001124	73,061.24	CLEAN ENERGY		30181	10/19 LNG/FLT	9,552.17	
						30182	10/5 LNG/FLT	9,934.02	
						30183	9/26 LNG/FLT	8,924.36	
						30184	10/2 LNG/FLT	10,065.39	
						30185	10/7 LNG/FLT	9,505.98	
						30186	10/11 LNG/FLT	10,036.66	
						30187	10/14 LNG/FLT	8,952.72	
						30188	10/16 LNG/FLT	6,089.94	
34305	11/09/09	20.00 R565	20.00	COMMONWEALTH OF PA		30221	REGISTRATION/RISK	20.00	
34306	11/09/09	17,318.01 504	17,318.01	CUMMINS WEST, INC.		30132	OUT RPR REV VEH	1,442.51	
						30133	OUT RPR REV VEH	14,285.07	
						30134	REV VEH PARTS	1,179.80	
34307	11/09/09	8,644.05 001316	8,644.05	DEVCO OIL		30135	INSITE REGISTRATION	410.63	
34308	11/09/09	5,396.48 085	5,396.48	DIXON & SON TIRE, INC.		30176	SEPT FUEL/FLT	5,496.64	
						30177	OCT TIRES/FLT	3,147.41	
						30147	OCT TIRES/FLT	74.40	
						30148	OCT TIRES/FLT	862.09	
						30149	OCT TIRES/FLT	467.25	
						30150	OCT TIRES/FLT	857.97	
						30151	OCT TIRES/FLT	899.69	
						30152	OCT TIRES/FLT	849.08	
						30153	OCT TIRES/FLT	1,386.00	
34309	11/09/09	63.00 002388	63.00	DOGHERRA'S	7	30141	OUT RPR REV VEH	63.00	
34310	11/09/09	946.40 001492	946.40	EVERGREEN OIL INC.		30104	HAZ WASTE DISP	87.40	
						30105	HAZ WASTE DISP	589.00	
						30106	HAZ WASTE DISP	270.00	
34311	11/09/09	40.58 001297	40.58	FASTENAL COMPANY		30175	REV VEH PARTS	40.58	
34312	11/09/09	14.41 647	14.41	GFI GENFARE		30173	REV VEH PARTS	14.41	
34313	11/09/09	1,265.41 117	1,265.41	GILLIG LLC		29754	REV VEH PARTS	221.26	
						29755	CREDIT MEMO	-291.12	
						30123	REV VEH PARTS	7.05	
						30124	REV VEH PARTS	140.60	
						30125	REV VEH PARTS	723.09	
						30126	REV VEH PARTS	61.75	
						30171	REV VEH PARTS	22.81	
						30172	PARTS & SUPPLIES	379.97	
34314	11/09/09	3,351.65 001323	3,351.65	GOVDELIVERY, INC.		30210	EMAIL MAINTENANCE	670.33	
						30211	EMAIL MAINTENANCE	670.33	
						30212	EMAIL MAINTENANCE	670.33	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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34315	11/09/09		1,486.50	GRAINGER		30213	EMAIL MAINTENANCE	670.33	
34316	11/09/09		177.70	GRANADOS-BOYCE, MARIA		30214	EMAIL MAINTENANCE	670.33	
34317	11/09/09		3,739.99	HARTFORD LIFE AND ACCIDENT INS	7	30174	SAFETY SUPPLIES	858.69	
34318	11/09/09		3,485.00	IFI GRAMMTECH LTD		30217	OFFICE SUPPLY/IT	627.81	
34319	11/09/09		732.00	KELLY SERVICES, INC.		30196	OFFICE SUPPLIES/MTC	177.70	
34320	11/09/09		60.93	KINKO'S INC.		30121	NOV LIFE/AD&D INS	3,739.99	
34321	11/09/09		2,670.00	LAW OFFICES OF MARIE F. SANG	7	30208	OUT RPR EQUIP/IT	3,485.00	
34322	11/09/09		106.60	LENZ ARTS, INC.		30219	TEMP/OPS W/E 10/18	732.00	
34323	11/09/09		30.73	MCI SERVICE PARTS, INC.		30127	PRINTING/MTC	60.93	
34324	11/09/09		1,818.59	MCMILLAN & SHUREEN LLP	7	30089	WORKERS COMP CLAIM	150.00	
34325	11/09/09		813.95	MISSION PRINTERS		30090	WORKERS COMP CLAIM	240.00	
34326	11/09/09		622.53	MISSION UNIFORM		30091	WORKERS COMP CLAIM	75.00	
34327	11/09/09		181.13	MONTEREY BAY OFFICE PRODUCTS		30092	WORKERS COMP CLAIM	870.00	
34328	11/09/09		10.00	MONTESINO, EDUARDO		30093	WORKERS COMP CLAIM	180.00	
34329	11/09/09		1,560.00	NILSON, VALERIE S.		30094	WORKERS COMP CLAIM	1,155.00	
34330	11/09/09		10.00	OSORIO, EZEQUIEL		29917	EMP INCENTIVE / ADM	106.60	
34331	11/09/09		9,957.12	PACIFIC GAS & ELECTRIC		30178	REV VEH PARTS	30.73	
34332	11/09/09		68.71	PROBUID		30129	PROF SVC/RISK	1,818.59	
34333	11/09/09		197.14	RECOGNITION SERVICES		30128	PRINTING/MTC	813.95	
34334	11/09/09		2,664.20	ROBERT HALF MANAGEMENT RESOURCE		30034	UNIF/LAUNDRY/FAC	52.10	
34335	11/09/09		80.74	SAFE-CARD ID SERVICES, INC		30146	UNIF/LAUNDRY/FLT	26.91	
34336	11/09/09		1,823.85	SCOTT'S VALLEY WATER DISTRICT		30158	UNIF/LAUNDRY/FLT	1.63	
						30158	UNIF/LAUNDRY/FLT	1.63	
						30163	UNIF/LAUNDRY/FLT	48.27	
						30164	UNIF/LAUNDRY/FLT	139.37	
						30165	UNIF/LAUNDRY/FLT	69.85	
						30166	UNIF/LAUNDRY/FLT	139.37	
						30167	UNIF/LAUNDRY/FLT	48.27	
						30168	UNIF/LAUNDRY/FLT	69.85	
						30169	UNIF/LAUNDRY/FLT	26.91	
						30170	7/1-9/30 SVCS/FLT	181.13	
						30137	DMV FEE	10.00	
						30197	CONSULTING SVCS	1,560.00	
						30136	DMV FEE	10.00	
						30198	9/25-10/23 DUBOIS	1,464.82	
						30199	9/25-10/23 DUBOIS	13.76	
						30200	9/26-10/23 VERNON	498.58	
						30201	9/25-10/23 ENCINAL	3,416.04	
						30202	9/25-10/23 DUBOIS	151.58	
						30203	9/26-10/26 RIVER	1,454.11	
						30204	9/26-10/23 RIVER	41.65	
						30205	9/25-10/23 DUBOIS	8.39	
						30206	9/26-10/23 138 GOLF	2,908.19	
						30064	REPAIRS/MAINTENANCE	10.64	
						30112	REPAIRS/MAINTENANCE	8.86	
						30113	REPAIRS/MAINTENANCE	49.21	
						30061	EMP. INCENTIVE	197.14	
						30130	TEMP/ADM W/E 10/23	693.00	
						30215	TEMP/FIN W/E 10/16	1,971.20	
						30216	IMAGING GRADE 60/40	80.74	
						30207	8/7-10/8 SVTC	1,823.85	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE 01/15/10 07:00

DATE: 11/01/09 THRU 11/30/09

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
34337	11/09/09	2,500.00	002267	SHAW / YODER / ANTWIH, INC.		30097	OCT LEGISLATIVE SVCS	2,500.00	
34338	11/09/09	138.54	001232	SPECIALIZED AUTO AND		30042	OUT RPR REV VEH	138.54	
34339	11/09/09	569.71	002812	STRONGHOLD SECURITY INC.		30209	OUT RPR EQUIP/IT	569.71	
34340	11/09/09	200.00	001299	TELEPHONICS		30189	SVC/MTC	200.00	
34341	11/09/09	10.96	946	UNITED SITE SERVICES		30220	10/11-11/10 RENTAL	10.96	
34342	11/09/09	3,157.87	001223	WATSONVILLE CADILLAC, BUICK,		30140	REV VEH PARTS	3,157.87	
34343	11/09/09	2,960.70	001506	WESTERN STATES OIL CO., INC.		30179	SEPT FUEL/FLT	2,301.87	
						30180	SEPT FUEL/FLT	358.24	
34344	11/16/09	38,475.90	001276	AT&T		30258	9/20-10/19 T1 LINE	38,475.90	
34345	11/16/09	774.00	011	BANK OF MARIN	7	30266	SEPT RETAINAGE/MB	774.00	
34346	11/16/09	101.67	088	BEWLEYS CLEANING		30235	OCT CUSTODIAL/PC	101.67	
34347	11/16/09	50.00	B018	BRULIN CORPORATION	7	30253	CLEANING SUPPLIES	50.00	
34348	11/16/09	1,053.00	002034	BUSTICHI, DENE		30238	OCT BOARD MTG	140.00	
34349	11/16/09			CARLON'S FIRE EXTINGUISHER		30271	ANNUAL INSP/DUBOIS	163.00	
						30272	ANNUAL INSP/RIVER	38.00	
						30273	ANNUAL INSP/WTC	74.00	
						30274	ANNUAL INSP/RESEARCH	139.00	
						30275	ANNUAL INSP/GOLF	62.00	
						30276	ANNUAL INSP/MTC	437.00	
						30277	ANNUAL INSP/ENCINAL	1,554.90	
34350	11/16/09	7,838.16	002627	CDW GOVERNMENT, INC.		30222	OFFICE EQUIP/IT	1,193.66	
						30223	OFFICE EQUIP/IT	5,089.60	
						30224	OFFICE EQUIP/IT	1,182.66	
						30279	STORM/FLOOD LEVY	9,180.60	
34351	11/16/09	1,182.66	001346	CITY OF SANTA CRUZ		30145	10/28 LNG/FLT	240.90	
34352	11/16/09	9,180.60	001124	CLEAN ENERGY		30145	CLEANING SUPPLIES	2,962.61	
34353	11/16/09	2,962.61	002870	COLE SUPPLY COMPANY, INC.		30286	SEPT FUEL/FLT	1,485.00	
34354	11/16/09	280.00	632	DEVCO OIL		30282	TEMP/FAC W/E 11/1	280.00	
34355	11/16/09	312.88	282	EXPRESS EMPLOYMENT PROS		29919	12/9-11/10 RENEWAL	88.05	
34356	11/16/09			GOVERNMENT FINANCE OFFICERS		30237	SMALL TOOLS/FLT	133.28	
34357	11/16/09			GRAINGER		30251	REPAIRS/MAINTENANCE	91.55	
						30254	REPAIRS/MAINTENANCE	50.00	
34358	11/16/09	50.00	B023	GRAVES, RON		30239	OCT BOARD MTG	17.78	
34359	11/16/09	492.06	001097	GREENWASTE RECOVERY, INC.		30267	OCT GARB/GREEN VLY	213.75	
						30268	OCT GARB/RESEARCH PK	182.28	
						30297	OCT GARB/KINGS VLG	78.25	
34360	11/16/09	50.00	B021	HAGEN, DONALD N.	7	30240	OCT BOARD MTG	50.00	
34361	11/16/09	72.27	510A	HASLER, INC.		30284	12/1-12/31 RENTAL	72.27	
34362	11/16/09	50.00	B006	HINKLE, MICHELLE	7	30241	OCT BOARD MTG	50.00	
34363	11/16/09	220.50	001093	KROLL LABORATORY SPECIALISTS		30227	SEPT/OCT DRUG TESTS	220.50	
34364	11/16/09	50.00	880	LEXISNEXIS		30249	OCT PROF/TECH/RISK	50.00	
34365	11/16/09	523.62	001296	MATTHEW BENDER & CO., INC.		30248	09 CA EMP LAW # 40	523.62	
34366	11/16/09	124.90	041	MISSION UNIFORM		30156	UNIF/LAUNDRY/FLT	31.01	
						30157	UNIF/LAUNDRY/FLT	5.63	
						30159	UNIF/LAUNDRY/FLT	37.82	
						30236	UNIF/LAUNDRY/FAC	50.44	
34367	11/16/09	1,495.00	001306	NILSON, VALERIE S.		30293	CONSULTATION SVCS	1,495.00	
34368	11/16/09	14,842.00	001176	NORTHSTAR, INC.		30111	OCT MAINTENANCE	14,842.00	
34369	11/16/09	2,487.80	009	PACIFIC GAS & ELECTRIC		30261	9/30-10/28 PACIFIC	2,474.43	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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34370	11/16/09	50.00	PIRIE, ELLEN	7	30270	10/6-11/3 KINGS VLG	13.37	
34371	11/16/09	50.00	ROBINSON, LYNN MARIE	7	30242	OCT BOARD MTG	50.00	
34372	11/16/09	50.00	ROTKIN, MIKE	7	30243	OCT BOARD MTG	50.00	
34373	11/16/09	33,249.90	S.C. FUELS	0	30244	OCT BOARD MTG	17,229.70	
					30287	10/20 DIESEL/FLT	16,020.20	
					30288	10/09 DIESEL/FLT	1,188.00	
					30225	ASURE PROTECT PLAN	1,130.22	
34374	11/16/09	1,188.00	SAFE-CARD ID SERVICES, INC		30250	HAZ WASTE DISP	120.09	
34375	11/16/09	1,130.22	SAFETY-KLEEN		30263	9/15-10/13 RIVER	50.00	
34376	11/16/09	120.09	SANTA CRUZ MUNICIPAL UTILITIES	7	30243	OCT BOARD MTG	50.00	
34377	11/16/09	50.00	SPENCE, PAT	7	30246	OCT BOARD MTG	50.00	
34378	11/16/09	50.00	STONE, MARK	7	30255	PHONE REPAIR/OPS	255.00	
34379	11/16/09	255.00	TELEPATH CORPORATION		30285	PARTS & SUPPLY/FLT	213.04	
34380	11/16/09	213.04	THERMO KING OF SALINAS, INC		30289	4246044555645971	5,636.76	
34381	11/16/09	11,760.42	U.S. BANK		30290	4246044555645971	28.00	
					30291	4246044555645971	6,035.66	
					30294	POSTAGE/ADM	2,000.00	
34382	11/16/09	2,000.00	USES-HASLER		30294	OCT INTERPRETER	70.00	
34383	11/16/09	70.00	WEISS, AMY L.	7	30131	CONST SVC ME TO 9/30	346,283.10	
34384	11/16/09	346,283.10	WEST BAY BUILDERS, INC.		30265	10/01-10/31 SVCS/LGL	293.14	
34385	11/16/09	293.14	WEST PAYMENT CENTER		30247	HVAC SVC/ENCINAL	449.86	
34386	11/16/09	449.86	WILSON, GEORGE H., INC.		30190	SAFETY SUPPLIES	81.25	
34387	11/16/09	86.94	ZEE MEDICAL SERVICE CO.		30257	SAFETY SUPPLY	5.69	
					30059	NOV ALARMS	101.00	
34388	11/23/09	901.31	ADT SECURITY SERVICES INC.		30397	DEC ALARMS	49.23	
					30398	DEC ALARMS	49.23	
					30399	DEC ALARMS	45.05	
					30400	DEC ALARMS	65.30	
					30401	DEC ALARMS	68.00	
					30402	DEC ALARMS	435.12	
					30403	DEC ALARMS	86.38	
					30369	TOWING BUS 1179154	568.75	
34389	11/23/09	568.75	ALWAYS TOWING & RECOVERY, INC		30317	9/28-10/25 SECURITY	27,015.48	
34390	11/23/09	27,015.48	ANDREWS INTERNATIONAL INC		30387	REPEATERS/OPS	310.90	
34391	11/23/09	2,160.27	AT&T		30405	REPEATERS/OPS	85.08	
					30406	DISPATCH/ OPS LINE	60.72	
					30407	DUBOIS FAX	26.25	
					30409	IT/ENCINAL LINE	334.81	
					30410	DS1 LINE	283.22	
					30411	IT/PACIFIC LINE	334.81	
					30412	IT/ENCINAL LINE	174.40	
					30413	IT/PACIFIC LINE	550.08	
					30427	MED PYMT SUPP	56.06	
34392	11/23/09	56.06	BAILEY, NEIL	0	30389	REV VEH PARTS	5,085.18	
34393	11/23/09	5,085.18	BATTERIES USA, INC.		30423	DEC COBRA STIMULUS	371.66	
34394	11/23/09	743.32	BLUE SHIELD OF CALIFORNIA		30424	DEC COBRA STIMULUS	371.66	
					30384	PROF/TECH/RISK	885.00	
34395	11/23/09	1,455.00	BORTNICK, ROBERT S. & ASSOC.	7	30378	09 AUDIT SVCS	570.00	
					30385	PROF/TECH/RISK	13,000.00	
34396	11/23/09	13,000.00	BROWN ARMSTRONG		30426	DEC MED INS.	337,962.55	
34397	11/23/09	337,962.55	CA PUBLIC EMPLOYEES'					

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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34398	11/23/09	22.00	014	CABRILLO COLLEGE		30330	OCT FINGERPRINTS	22.00	
34399	11/23/09	56.06	M022	CAPELLA, KATHLEEN	0	30440	MED PYMT SUPP	56.06	
34400	11/23/09	28.03	M073	CENTER, DOUG	0	30442	MED PYMT SUPP	28.03	
34401	11/23/09	5,000.00	002346	CHANEX, CAROLYN & ASSOC., INC.		30098	NOV LEGISLATIVE SVCS	5,000.00	
34402	11/23/09	87.18	001346	CITY OF SANTA CRUZ		30388	OCT LANDFILL	87.18	
34403	11/23/09	90.00	060A	CITY OF SANTA CRUZ		30389	FIRE SAFETY INC/MTC	90.00	
34404	11/23/09	1,077.61	130	CITY OF WATSONVILLE UTILITIES		30334	10/1-11/1 WTC	42.92	
						30335	9/29-10/29 WTC	232.22	
						30336	9/29-10/29 WTC	32.44	
						30337	9/29-10/29 RODRIGUEZ	48.25	
						30338	CONTAINER/RODRIGUEZ	721.78	
34405	11/23/09	249.75	001113	CLARKE, SUSAN	7	30318	EXT BUS ANNOUN/AUDIT	124.75	
						30319	EXT BUS ANNOUN/AUDIT	125.00	
34406	11/23/09	6,112.97	909	CLASSIC GRAPHICS		30366	OUT RPR REV VEH	1,475.19	
						30367	OUT RPR REV VEH	4,637.78	
34407	11/23/09	34,049.41	002569	COMERICA BANK		30143	WORK COMP FUND	34,049.41	
34408	11/23/09	1,501.25	163	COMMUNITY PRINTERS, INC.		30280	SEIU LOCAL 521 MOU	1,501.25	
34409	11/23/09	28.03	M092	CRAWFORD, TERRI	0	30443	MED PYMT SUPP	28.03	
34410	11/23/09	28.03	M039	DAVILA, ANA MARIA	0	30428	MED PYMT SUPP	28.03	
34411	11/23/09	32.00	002567	DEPARTMENT OF JUSTICE		30329	OCT FINGERPRINTS	32.00	
34412	11/23/09	75.06	001316	DEVCO OIL		30191	REPAIRS/MAINTENANCE	75.06	
34413	11/23/09	28.03	M096	DRAKE, JUDITH	0	30444	MED PYMT SUPP	28.03	
34414	11/23/09	500.00	002862	ECOLOGICAL CONCERNS INC.		30264	WATER DRAINAGE/MB	500.00	
34415	11/23/09	102.00	298	ERGOMETRICS		30382	OCT OPERATOR TESTING	102.00	
34416	11/23/09	28.03	M099	FIKE, LOUIS	0	30445	MED PYMT SUPP	28.03	
34417	11/23/09	67.46	M074	GABRIELE, BERNARD	0	30446	MED PYMT SUPP	67.46	
34418	11/23/09	28.03	M040	GARBEZ, LINDA	0	30429	MED PYMT SUPP	28.03	
34419	11/23/09	56.06	M100	GARCIA, SANTIAGO	0	30430	MED PYMT SUPP	56.06	
34420	11/23/09	202.70	001302	GARDA CL WEST		30331	EXCESS LIABILITY	2.70	
						30416	NOV ARMORED CAR SVCS	200.00	
34421	11/23/09	28.03	M101	GOES, ALAN	0	30447	MED PYMT SUPP	28.03	
34422	11/23/09	56.06	M041	GOUVEIA, ROBERT	0	30431	MED PYMT SUPP	56.06	
34423	11/23/09	9,215.15	001212	GOVSTOR INC.		30226	OFFICE EQUIP/IT	9,215.15	
34424	11/23/09	256.31	282	GRAINGER		30339	LIGHTING PROJECT/OPS	256.31	
34425	11/23/09	72.94	M081	HALL, JAMES	0	30432	MED PYMT SUPP	72.94	
34426	11/23/09	30,000.00	002116	HINSHAW, EDWARD & BARBARA	7	30383	370 ENCINAL RENT	30,000.00	
34427	11/23/09	16.57	166	HOSE SHOP, THE		30386	PARTS & SUPPLY	16.57	
34428	11/23/09	195.00	001129	INSTITUTE OF MNGMT ACCOUNTANTS		30303	FY10 MEMBERSHIP DUES	195.00	
34429	11/23/09	18,877.17	002117	IULIANO	7	30295	09/10 PROP TAX #1	2,688.99	
						30296	09/10 PROP TAX # 1	420.73	
						30298	115 DUBOIS RENT	3,369.76	
						30299	111 DUBOIS RENT	12,397.69	
34430	11/23/09	6,550.00	001262	JABICO ENTERPRISES, LLC	7	30371	WEB DEVELOPMENT	1,000.00	
						30372	WEB DEVELOPMENT	3,250.00	
						30373	WEB DEVELOPMENT	2,300.00	
34431	11/23/09	2,905.16	110	JESSICA GROCERY STORE, INC.		30414	CUSTODIAL SVCS	2,905.16	
34432	11/23/09	28.03	M104	JUSSEL, PETE	0	30448	MED PYMT SUPP	28.03	
34433	11/23/09	1,866.00	878	KELLY SERVICES, INC.		30320	TEMP/OPS W/E 10/25	906.00	
						30321	TEMP/OPS W/E 11/01	960.00	
34434	11/23/09	115.73	039	KINKO'S INC.		30344	PRINTING/MTC	60.93	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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34435	11/23/09	435.00 852	LAW OFFICES OF MARIE F. SANG	7	30345	PRINTING/MTC	54.80		
34436	11/23/09	1,645.13 001119	MAGERICH PARTNERSHIP LP	7	30341	WORKER'S COMP CLAIM	435.00		
34437	11/23/09	1,536.46 001052	MID VALLEY SUPPLY		30300	CAPITOLA MALL RENT	1,645.13		
34438	11/23/09	813.95 225	MISSION PRINTERS	7	30259	CLEANING SUPPLIES	564.10		
34439	11/23/09	593.33 041	MISSION UNIFORM		30260	CLEANING SUPPLIES	842.27		
34440	11/23/09	1,560.00 001306	NILSON, VALERIE S.		30417	CLEANING SUPPLY	130.09		
34441	11/23/09	28.03 M050	O'MARA, KATHLEEN	0	30346	PRINTING/MTC	813.95		
34442	11/23/09	3,442.45 009	PACIFIC GAS & ELECTRIC		30160	UNIF/LAUNDRY/FLT	43.98		
34443	11/23/09	1,033.74 043	PALACE ART & OFFICE SUPPLY		30161	UNIF/LAUNDRY/FLT	147.44		
34444	11/23/09	887.00 950	PARADISE LANDSCAPE INC	0	30162	UNIF/LAUNDRY/FLT	69.85		
34445	11/23/09	28.03 M109	PEREZ, CHERYL		30281	UNIF/LAUNDRY/FAC	52.10		
34446	11/23/09	28.03 M070	PICARELLA, FRANCIS	0	30355	UNIF/LAUNDRY/FLT	48.27		
34447	11/23/09	644.00 481	PIED PIPER EXTERMINATORS, INC.		30356	UNIF/LAUNDRY/FLT	69.85		
34448	11/23/09	414.47 107A	PROBUILD		30357	UNIF/LAUNDRY/FLT	26.91		
34449	11/23/09	1,971.20 001098	ROBERT HALF MANAGEMENT RESOURCE	0	30358	UNIF/LAUNDRY/FLT	134.93		
34450	11/23/09	56.06 M085	ROSSI, DENISE		30425	CONSULTING SVCS	1,560.00		
34451	11/23/09	28.03 M030	ROWE, RUBY		30433	MED PYMT SUPP	28.03		
34452	11/23/09	471.22 135	SANTA CRUZ AUTO PARTS, INC.		30365	9/10-11/3 KINGS VLG	2,556.78		
					30375	9/26-10/23 RIVER	136.56		
					30408	10/9-11/9 RESEARCH	749.11		
					30233	OFFICE SUPPLY/FIN	130.31		
					30234	OFFICE SUPPLY/FIN	331.64		
					30322	OFFICE SUPPLY/OPS	161.80		
					30323	OFFICE SUPPLY/OPS	74.44		
					30342	OFFICE SUPPLY/MTC	126.22		
					30343	OFFICE SUPPLY/MTC	6.43		
					30348	OFFICE SUPPLY/MTC	12.98		
					30364	OFFICE SUPPLY/FLT	39.90		
					30381	OFFICE SUPPLY/IT	150.02		
					30340	NOV MAINT	887.00		
					30434	MED PYMT SUPP	28.03		
					30441	MED PYMT SUPP	28.03		
					30390	OCT PEST CONTROL	241.00		
					30391	OCT PEST CONTROL	70.00		
					30392	OCT PEST CONTROL	53.00		
					30393	OCT PEST CONTROL	48.50		
					30394	OCT PEST CONTROL	48.50		
					30395	OCT PEST CONTROL	183.00		
					30278	REPAIRS/MAINTENANCE	3.83		
					30368	PARTS AND SUPPLY	3.92		
					30420	OFFICE SUPPLY/FIN	530.24		
					30421	CREDIT MEMO	-141.89		
					30422	OFFICE SUPPLY/FIN	18.37		
					30309	TEMP/FIN W/E 10/23	1,971.20		
					30435	MED PYMT SUPP	56.06		
					30436	MED PYMT SUPP	28.03		
					30349	PARTS & SUPPLIES	32.80		
					30350	CLEANING SUPPLY	32.80		
					30351	REV VEH PARTS	130.35		
					30352	REV VEH PARTS	46.08		

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 11/01/09 THRU 11/30/09

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
34453	11/23/09	15.00 001944	SANTA CRUZ COUNTY LAW LIBRARY	0	30353	REV VEH PARTS	199.18		
34454	11/23/09	394.50 001292	SANTA CRUZ RECORDS MNGMT INC	0	30354	REV VEH PARTS	30.01		
34455	11/23/09	953.80 149	SANTA CRUZ SENTINEL	0	30292	QUARTERLY COPY CHRGE	15.00		
					30396	SHRED SVCS	394.50		
					30304	CLASSIFIED ADS/FIN	202.68		
					30305	CLASSIFIED ADS/FIN	193.74		
					30306	CLASSIFIED ADS/FIN	169.90		
					30307	CLASSIFIED ADS/FIN	193.74		
					30308	CLASSIFIED ADS/FIN	193.74		
					30377	11/09-11/10 BOND	711.00		
34456	11/23/09	711.00 174	SAYLOR & HILL COMPANY		30376	12/1-2/28 QUARTERLY	47,943.25		
34457	11/23/09	47,943.25 001301	SEDGWICK CMS HOLDINGS, INC.		30449	MED PYMT SUPP	28.03		
34458	11/23/09	28.03 M112	SILVA, EDUARDO	0	30437	MED PYMT SUPP	56.06		
34459	11/23/09	56.06 M054	SLOAN, FRANCIS	0	30301	RESEARCH PARK RENT	12,415.52		
34460	11/23/09	315.99 001234	SOQUEL III ASSOCIATES	7	30415	12/1-12/30 SVCS/IT	315.99		
34461	11/23/09	315.99 001234	SSI		30380	OCT USE TAX PREPAY	175.00		
34462	11/23/09	175.00 080	STATE BOARD OF EQUALIZATION		30379	10/09-09/10 PERMIT	1,008.00		
34463	11/23/09	1,008.00 001857	SWRCE FEES		30374	REV VEH PARTS	738.44		
34464	11/23/09	738.44 001800	THERMO KING OF SALINAS, INC	0	30438	MED PYMT SUPP	28.03		
34465	11/23/09	28.03 M086	TOLINE, DONALD		30370	TRAPEZE MAINTENANCE	13,450.00		
34466	11/23/09	13,450.00 475	TRAPEZE SOFTWARE GROUP, INC.		30361	FRT OUT/FLT	46.85		
34467	11/23/09	136.64 007	UNITED PARCEL SERVICE		30362	FRT OUT/FLT	31.54		
					30363	FRT OUT/FLT	26.23		
					30404	FRT OUT/FLT	32.02		
					30439	OCT PHONES	17.07		
34468	11/23/09	17.07 001251	VERIZON BUSINESS SERVICES, INC.	0	30439	MED PYMT SUPP	28.03		
34469	11/23/09	28.03 M088	YAGI, RANDY		30333	SAFETY SUPPLIES	88.59		
34470	11/23/09	88.59 147	ZEE MEDICAL SERVICE CO.		30554	10/3-10/7 EMP TRAVEL	798.14		
34471	11/30/09	798.14 E437	AITKEN, ANGELA		30477	LEGAL SVC/425 FRONT	760.94		
34472	11/30/09	760.94 876	ATCHISON,PARISON,CONDOTTI &	7	30476	SETTLEMENT/RISK	8,000.00		VOIDED
34473	11/30/09	8,000.00 R566	BLAIR, JOSEPH		30492	OFFICE SUPPLY/IT	30.11		
34474	11/30/09	30.11 001112	BRINKS AWARDS & SIGNS	7	30468	REV VEH PARTS	129.16		
34475	11/30/09	815.17 002189	BUS & EQUIPMENT		30470	REV VEH PARTS	202.26		
					30471	REV VEH PARTS	273.47		
					30472	REV VEH PARTS	138.70		
					30482	REV VEH PARTS	71.58		
34476	11/30/09	50.00 B018	BUSTICHI, DENE	7	30482	NOV BOARD MTG	50.00		
34477	11/30/09	50.00 B014	CITY OF WATSONVILLE		30491	NOV BOARD MTG	50.00		
34478	11/30/09	1,240.00 001084	CLUTCH COURIERS		30262	OCT INTEROFFICE MAIL	1,240.00		
34479	11/30/09	295.52 001266	COMCAST		30519	1217 RIVER	295.52		
34480	11/30/09	134.72 002063	COSTCO		30228	PHOTO PROCESS/OPS	3.03		
					30229	PHOTO PROCESS/OPS	3.54		
					30230	PHOTO PROCESS/OPS	8.95		
					30231	PHOTO PROCESS/OPS	5.23		
					30232	PHOTO PROCESS/OPS	1.30		
					30312	PHOTO PROCESS/OPS	10.27		
					30313	PHOTO PROCESS/OPS	3.54		
					30314	PHOTO PROCESS/OPS	1.73		
					30315	PHOTO PROCESS/OPS	13.20		
					30316	PHOTO PROCESS/OPS	1.73		

5-1.9

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 11/01/09 THRU 11/30/09

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
34481	11/30/09	2,389.88	001048	CRUZ CAR WASH		30324	OFFICE SUPPLY/OPS	180.89	
34482	11/30/09	15,083.56	504	CUMMINS WEST, INC.		30325	CREDIT MEMO	-8.36	
34483	11/30/09	40,437.02	800	DELTA DENTAL PLAN		30326	CREDIT MEMO	-98.99	
34484	11/30/09	4,075.59	001316	DEVCO OIL		30327	PHOTO PROCESS/OPS	2.60	
34485	11/30/09	2,107.61	085	DIXON & SON TIRE, INC.		30328	PHOTO PROCESS/CFS	6.06	
						30142	CREDIT MEMO	-293.90	
						30545	OUT RPR REV VEH/PT	2,683.78	
						30473	REV VEH PARTS	216.69	
						30474	OUT RPR REV VEH	397.87	
						30475	OUT RPR REV VEH	14,469.00	
						30552	DEC DENTAL INS	40,437.02	
						30484	OCT FUEL/PT	4,075.59	
						30454	OCT TIRES/PT	110.27	
						30455	OCT TIRES/PT	1,157.24	
						30542	NOV TIRES/PT	273.76	
						30543	NOV TIRES/PT	15.00	
						30544	NOV TIRES/PT	551.34	
						30467	OUT RPR REV VEH	69.00	
						30541	OUT RPR REV VEH	88.00	
						30493	CLEANING SUPPLIES	839.81	
						30498	HAZ WASTE DISP	469.00	
						30499	HAZ WASTE DISP	105.00	
						30460	JUN PROF/TECH/PT	75.00	
						30461	SEPT PROF/TECH/PT	105.00	
						30462	OCT PROF/TECH/PT	105.00	
						30463	OCT PROF/TECH/PT	45.00	
						30483	NOV BOARD MTG	50.00	
						30484	NOV BOARD MTG	50.00	
						30540	DEC EQUIP RENTAL/PT	43.06	
						30485	NOV BOARD MTG	50.00	
						30530	OUT RPR REV VEH	485.63	
						30347	10/22-10/21 MAINT/MC	1,217.79	
						30311	WINTER BID PACKET	363.05	
						30520	12/3-12/4 EMP TRAVEL	80.00	
						30486	NOV BOARD MTG	50.00	
						30551	LEGAL SVCS/RISK	4,852.52	
						30453	UNIF/LAUNDRY/PT	29.97	
						30504	UNIF/LAUNDRY/EAC	50.44	
						30539	UNIF/LAUNDRY/PT	31.02	
						30538	OCT PHONES/PT	1,495.47	
						30479	OUT RPR REV VEH	1,617.34	
						30283	OFFICE SUPPLY/ADM	433.49	
						30302	OFFICE SUPPLY/FIN	96.97	
						30497	KEY SETS/SVTC	288.75	
						30332	REPAIRS/MAINTENANCE	8.84	
						30458	OUT RPR REV VEH	300.44	
						30500	TEMP/ADMIN W/E 10/16	144.00	
						30501	TEMP/ADMIN W/E 10/30	720.00	
						30502	TEMP/ADMIN W/E 11/06	720.00	
						30522	TEMP/FTN W/W 10/30	1,946.56	

5-1.10


SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 11/01/09 THRU 11/30/09

CHECK NUMBER	CHECK DATE	CHECK VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
34508	11/30/09	50.00 B022	ROBINSON, LYNN MARIE	7	30487	NOV BOARD MTG	50.00	
34509	11/30/09	50.00 B015	ROTKIN, MIKE		30488	NOV BOARD MTG	50.00	
34510	11/30/09	4,637.45 002713	SANTA CRUZ AUTO TECH, INC.		30456	OUT RPR REV VEH	996.29	
					30457	OUT RPR REV VEH	186.07	
					30546	OUT RPR REV VEH	653.04	
					30547	OUT RPR REV VEH	625.81	
					30548	OUT RPR REV VEH	702.65	
					30549	OUT RPR REV VEH	186.07	
					30550	OUT RPR REV VEH	1,287.52	
34511	11/30/09	1,108.56 135	SANTA CRUZ AUTO PARTS, INC.		30451	REV VEH PARTS	213.86	
					30452	REV VEH PARTS	100.00	
					30532	REV VEH PARTS	103.40	
					30533	REV VEH PARTS	219.37	
					30534	REV VEH PARTS	52.38	
					30535	REV VEH PARTS	375.29	
					30536	REV VEH PARTS	33.81	
					30537	REV VEH PARTS	10.45	
34512	11/30/09	1,378.26 001232	SPECIALIZED AUTO AND		30524	OUT RPR REV VEH	772.23	
					30525	OUT RPR REV VEH	153.13	
					30527	OUT RPR REV VEH	153.13	
					30528	OUT RPR REV VEH	181.08	
					30529	OUT RPR REV VEH	118.69	
34513	11/30/09	50.00 B012	SPENCE, PAT	7	30489	NOV BOARD MTG	50.00	
34514	11/30/09	7,385.04 001648	STEVE'S UNION SERVICE		30459	REV VEH FUEL/PT	7,385.04	
34515	11/30/09	50.00 B017	STONE, MARK	7	30490	NOV BOARD MTG	50.00	
34516	11/30/09	1,142.16 001165	THANH N. VU MD		30310	MEDICAL EXAM	92.16	
					30505	MEDICAL EXAM	75.00	
					30506	MEDICAL EXAM	75.00	
					30507	MEDICAL EXAM	75.00	
					30508	MEDICAL EXAM	75.00	
					30509	MEDICAL EXAM	75.00	
					30510	MEDICAL EXAM	75.00	
					30511	MEDICAL EXAM	75.00	
					30512	MEDICAL EXAM	75.00	
					30513	MEDICAL EXAM	75.00	
					30514	MEDICAL EXAM	75.00	
					30515	MEDICAL EXAM	75.00	
					30516	MEDICAL EXAM	75.00	
					30517	MEDICAL EXAM	75.00	
					30518	MEDICAL EXAM	75.00	
34517	11/30/09	11,357.50 001043	VISION SERVICE PLAN		30553	DEC VISION INS	11,357.50	
34518	11/30/09	7,466.06 001223	WATSONVILLE CADILLAC, BUICK,		30450	REV VEH PARTS	591.61	
					30465	OUT RPR REV VEH	3,238.87	
					30466	OUT RPR REV VEH	3,635.58	
34519	11/30/09	9,550.00 186	WILSON, GEORGE H., INC.		30503	NEW HVAC/ENCINAL	9,550.00	
TOTAL		1,829,244.09	ACCOUNTS PAYABLE		TOTAL CHECKS	272	1,829,244.09	

5-1.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 
SUBJECT: MONTHLY BUDGET STATUS REPORTS FOR NOVEMBER 2009.

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors accept and file the monthly budget status reports for November 2009.

II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of November 2009 were \$526K or 9 % under the amount of revenue expected for November 2009.
- **Consolidated Operating Expenses** for the month of November 2009 were \$672K or 20 % under budget for the month of November 2009.
- **Capital Budget** spending year to date through November 2009 was \$3,539K or 18 % of the Capital budget.

III. DISCUSSION

An analysis of Santa Cruz METRO's budget status is prepared monthly in order to apprise the Board of Directors of Santa Cruz METRO's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of Santa Cruz METRO's FY10 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed 42%.

5-2.1

A. Operating Revenue

For the month of November 2009 Operating Revenues were \$526K or 9 % under the amount of revenue expected for November 2009. Sales Tax Revenues continue to lag behind budget projections due to the current economic recession. Revenue variances are explained in the notes at the end of the revenue report.

B. Operating Expense by Department

Total Operating Expenses by Department for the month of November 2009 were \$672K or 20 % under budget; 1 % under where we were in FY09. The majority of the variance is due to lower than anticipated Personnel, Fuel & Lube Rev Vehicles and Rev Vehicle Parts expenses.

C. Consolidated Operating Expenses

Consolidated Operating Expenses for the month of November 2009 were \$672K or 20 % under budget. Personnel Expenses, Prof & Tech Fees, Fuels & Lube Rev Veh, and Rev Vehicle Parts all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

D. Capital Budget

Capital Budget spending year to date through November 2009 was \$3,539K or 18 % of the Capital budget. Of this, \$1,732K or 41 % has been spent on the MetroBase Maintenance Facility project and \$1,612K or 67 % has been spent on the Purchase & Renovation of Vernon Bldg.

IV. FINANCIAL CONSIDERATIONS

Due to the severe economic downturn and the resulting significant decline in revenue, staff is implementing cost - cutting strategies and diligently looking at different scenarios and options in order to close the projected budget gap.

Attachment A: FY10 Operating Revenue for the month ending – 11/30/09
FY10 Operating Expenses by Department for the month ending – 11/30/09
FY10 Consolidated Operating Expenses for the month ending – 11/30/09
FY10 Capital Budget Reports for the month ending – 11/30/09

Prepared by: Kristina Mihaylova, Financial Analyst

Date Prepared: January 14, 2010

5-2.2



FY10
Operating Revenue
 For the month ending - November 30, 2009

Percent of Year Elapsed - 42%

Revenue Source	Current Period					Year to Date					YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10	FY09	\$ Var	% Var	
Passenger Fares	\$ 240,374	\$ 233,811	\$ 6,563	3%		\$ 1,361,852	\$ 1,494,142	\$ (132,290)	-9%	\$ 1,361,852	\$ 1,480,725	\$ (118,873)	-8%	
Paratransit Fares	\$ 20,068	\$ 40,195	\$ (20,127)	-50%		\$ 102,243	\$ 161,483	\$ (59,240)	-37%	\$ 102,243	\$ 158,952	\$ (56,709)	-36%	
Special Transit Fares	\$ 369,178	\$ 356,493	\$ 12,685	4%		\$ 1,242,094	\$ 1,297,752	\$ (55,658)	-4%	\$ 1,242,094	\$ 1,265,342	\$ (23,248)	-2%	
Highway 17 Fares	\$ 100,974	\$ 98,532	\$ 2,442	2%		\$ 454,154	\$ 460,638	\$ (6,484)	-1%	\$ 454,154	\$ 445,207	\$ 8,947	2%	
Highway 17 Payments	\$ 26,820	\$ 31,465	\$ (4,645)	-15%		\$ 174,192	\$ 177,732	\$ (3,540)	-2%	\$ 174,192	\$ 179,938	\$ (5,746)	-3%	
Subtotal Passenger Revenue	\$ 757,414	\$ 760,496	\$ (3,082)	0%	1	\$ 3,334,535	\$ 3,591,747	\$ (257,212)	-7%	\$ 3,334,535	\$ 3,530,164	\$ (195,629)	-6%	
Commissions	\$ 1,400	\$ 458	\$ 942	206%		\$ 2,755	\$ 2,290	\$ 465	20%	\$ 2,755	\$ 3,185	\$ (430)	-14%	
Advertising Income	\$ 19,779	\$ 11,198	\$ 8,581	77%	2	\$ 131,449	\$ 111,090	\$ 20,359	18%	\$ 131,449	\$ 59,635	\$ 71,814	120%	
Rent Income - SC Pacific Station	\$ 7,697	\$ 7,627	\$ 70	1%		\$ 38,346	\$ 37,948	\$ 398	1%	\$ 38,346	\$ 37,374	\$ 972	3%	
Rent Income - Watsonville TC	\$ 2,907	\$ 2,643	\$ 264	10%		\$ 14,371	\$ 15,681	\$ (1,310)	-9%	\$ 14,371	\$ 16,737	\$ (2,366)	-14%	
Rent Income - General	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 11,864	\$ (11,864)	-100%	
Interest Income	\$ 15,493	\$ 4,100	\$ 11,393	278%	3	\$ 92,321	\$ 22,800	\$ 69,521	305%	\$ 92,321	\$ 205,061	\$ (112,740)	-55%	
Other Non-Transp Revenue	\$ 428	\$ 485	\$ (57)	-12%		\$ 3,696	\$ 2,425	\$ 1,271	52%	\$ 3,696	\$ 1,609	\$ 2,087	130%	
Sales Tax Revenue	\$ 1,162,600	\$ 1,706,609	\$ (544,009)	-32%	4	\$ 5,879,964	\$ 7,485,344	\$ (1,605,380)	-21%	\$ 5,879,964	\$ 7,188,805	\$ (1,308,841)	-18%	
Transp Dev Act (TDA) - Op Asst	\$ -	\$ -	\$ -	0%		\$ 1,416,656	\$ 1,387,805	\$ 28,851	2%	\$ 1,416,656	\$ 1,494,616	\$ (77,960)	-5%	
Subtotal Other Revenue	\$ 1,210,304	\$ 1,733,120	\$ (522,816)	-30%		\$ 7,579,558	\$ 9,065,383	\$ (1,485,825)	-16%	\$ 7,579,558	\$ 9,018,886	\$ (1,439,328)	-16%	
FTA Sec 5307 - Op Asst	\$ 3,645,442	\$ 3,645,442	\$ -	0%		\$ 3,645,442	\$ 3,645,442	\$ -	0%	\$ 3,645,442	\$ -	\$ 3,645,442	100%	
Repay FTA Advance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 161,615	\$ (161,615)	-100%	
Sec 5303 - AMBAG Funding	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Subtotal Grant Revenue	\$ 3,645,442	\$ 3,645,442	\$ -	0%		\$ 3,645,442	\$ 3,645,442	\$ -	0%	\$ 3,645,442	\$ 161,615	\$ 3,483,827	2156%	
Subtotal Operating Revenue	\$ 5,613,160	\$ 6,139,058	\$ (525,898)	-9%		\$ 14,559,535	\$ 16,302,572	\$ (1,743,037)	-11%	\$ 14,559,535	\$ 12,710,665	\$ 1,848,870	15%	
Total Operating Expenses	\$ 2,758,875					\$ 14,399,373				\$ 14,399,373	\$ 14,564,687			
Variance	\$ 2,854,285					\$ 160,162				\$ 160,162	\$ (1,854,022)			
One-Time Revenue														
Transfer (to)/from Capital Reserves	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Transfer (to)/from Cash Flow Res.	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Transfer (to)/from W/C Reserve	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Transfer (to)/from Liab Ins Res.	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Carryover from Previous Year	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Subtotal One-Time Revenue	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Total Revenue	\$ 5,613,160	\$ 6,139,058	\$ (525,898)	-9%		\$ 14,559,535	\$ 16,302,572	\$ (1,743,037)	-11%	\$ 14,559,535	\$ 12,710,665	\$ 1,848,870	15%	
Total Operating Expenses	\$ 2,758,875					\$ 14,399,373				\$ 14,399,373	\$ 14,564,687			
Variance	\$ 2,854,285					\$ 160,162				\$ 160,162	\$ (1,854,022)			

5-2.01

Attachment A



FY10
Operating Revenue
For the month ending - November 30, 2009

Percent of Year Elapsed - 42%

<u>Revenue Source</u>	<u>Actual</u>	<u>Current Period</u>				<u>Year to Date</u>				<u>YTD Year Over Year Comparison</u>			
		<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY10</u>	<u>FY09</u>	<u>\$ Var</u>	<u>% Var</u>

Current Period Notes:

- 1) **Passenger Revenue** is under budget due to decreased ridership.
- 2) **Advertising Income** is over budget due to more advertising than expected.
- 3) **Interest Income** is over budget due to revenue budgeted using County Treasury estimates, while a higher interest rate was actually paid.
- 4) **Sales Tax Revenue** is under budget due to less consumer discretionary spending and current economic conditions.

5-2.02



FY10
Operating Expenses by Department
 For the month ending - November 30, 2009

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	Actual	FY09	\$ Var	% Var
										FY10			
Departmental Personnel Expenses													
700 - SCCIC	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
1100 - Administration	\$ 57,863	\$ 68,438	\$ (10,575)	-15%		\$ 315,530	\$ 342,190	\$ (26,660)	-8%	\$ 315,530	\$ 409,770	\$ (94,240)	-23%
1200 - Finance	\$ 82,703	\$ 97,142	\$ (14,439)	-15%		\$ 415,442	\$ 485,710	\$ (70,268)	-14%	\$ 415,442	\$ 257,138	\$ 158,304	62%
1300 - Customer Service	\$ 42,337	\$ 39,070	\$ 3,267	8%		\$ 166,290	\$ 195,350	\$ (29,060)	-15%	\$ 166,290	\$ 178,469	\$ (12,179)	-7%
1400 - Human Resources	\$ 34,271	\$ 50,598	\$ (16,327)	-32%		\$ 211,342	\$ 252,986	\$ (41,644)	-16%	\$ 211,342	\$ 229,006	\$ (17,664)	-8%
1500 - Information Technology	\$ 40,765	\$ 44,061	\$ (3,296)	-7%		\$ 211,097	\$ 220,305	\$ (9,208)	-4%	\$ 211,097	\$ 202,685	\$ 8,412	4%
1700 - District Counsel	\$ 43,960	\$ 39,205	\$ 4,755	12%		\$ 193,219	\$ 196,025	\$ (2,806)	-1%	\$ 193,219	\$ 171,994	\$ 21,225	12%
1800 - Risk Management	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
2200 - Facilities Maintenance	\$ 75,153	\$ 87,177	\$ (12,024)	-14%		\$ 389,977	\$ 435,885	\$ (45,908)	-11%	\$ 389,977	\$ 386,096	\$ 3,881	1%
3100 - Paratransit Program	\$ 253,595	\$ 307,168	\$ (53,573)	-17%		\$ 1,297,959	\$ 1,535,841	\$ (237,882)	-15%	\$ 1,297,959	\$ 1,234,570	\$ 63,389	5%
3200 - Operations	\$ 153,208	\$ 172,016	\$ (18,808)	-11%		\$ 867,237	\$ 882,558	\$ (15,321)	-2%	\$ 867,237	\$ 806,379	\$ 60,858	8%
3300 - Bus Operators	\$ 1,043,707	\$ 1,195,055	\$ (151,348)	-13%		\$ 5,473,781	\$ 5,959,776	\$ (485,995)	-8%	\$ 5,473,781	\$ 5,429,429	\$ 44,352	1%
4100 - Fleet Maintenance	\$ 284,445	\$ 324,745	\$ (40,300)	-12%		\$ 1,481,221	\$ 1,623,728	\$ (142,507)	-9%	\$ 1,481,221	\$ 1,552,029	\$ (70,808)	-5%
9001 - Cobra Benefits	\$ 121	\$ -	\$ 121	100%		\$ 1,513	\$ -	\$ 1,513	100%	\$ 1,513	\$ 1,921	\$ (408)	-21%
9005 - Retired Employee Benefits	\$ 71,642	\$ 180,037	\$ (108,395)	-60%		\$ 655,757	\$ 900,185	\$ (244,428)	-27%	\$ 655,757	\$ 629,873	\$ 25,884	4%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal Personnel Expenses	\$ 2,183,770	\$ 2,604,712	\$ (420,942)	-16%		\$ 11,680,365	\$ 13,030,539	\$ (1,350,174)	-10%	\$ 11,680,365	\$ 11,489,359	\$ 191,006	2%
Departmental Non-Personnel Expenses													
700 - SCCIC	\$ (10)	\$ 4	\$ (14)	-350%		\$ 250	\$ 270	\$ (20)	-7%	\$ 250	\$ 20	\$ 230	1176%
1100 - Administration	\$ 23,409	\$ 32,147	\$ (8,738)	-27%		\$ 107,493	\$ 161,734	\$ (54,241)	-34%	\$ 107,493	\$ 92,222	\$ 15,271	17%
1200 - Finance	\$ 47,977	\$ 65,404	\$ (17,427)	-27%		\$ 356,829	\$ 381,439	\$ (24,610)	-6%	\$ 356,829	\$ 327,506	\$ 29,323	9%
1300 - Customer Service	\$ 5,855	\$ 5,880	\$ (25)	0%		\$ 24,897	\$ 37,850	\$ (12,953)	-34%	\$ 24,897	\$ 43,687	\$ (18,790)	-43%
1400 - Human Resources	\$ 9,508	\$ 16,081	\$ (6,573)	-41%		\$ 31,037	\$ 80,405	\$ (49,368)	-61%	\$ 31,037	\$ 14,208	\$ 16,829	118%
1500 - Information Technology	\$ 11,360	\$ 15,117	\$ (3,757)	-25%		\$ 65,569	\$ 81,785	\$ (16,216)	-20%	\$ 65,569	\$ 41,312	\$ 24,257	59%
1700 - District Counsel	\$ 679	\$ 1,891	\$ (1,012)	-60%		\$ 4,591	\$ 8,455	\$ (3,864)	-46%	\$ 4,591	\$ 5,618	\$ (1,027)	-18%
1800 - Risk Management	\$ 13,562	\$ 20,833	\$ (7,271)	-35%		\$ 36,162	\$ 104,165	\$ (68,003)	-65%	\$ 36,162	\$ 24,143	\$ 12,019	50%
2200 - Facilities Maintenance	\$ 129,725	\$ 159,838	\$ (30,113)	-19%		\$ 741,512	\$ 751,819	\$ (10,307)	-1%	\$ 741,512	\$ 690,914	\$ 50,598	7%
3100 - Paratransit Program	\$ 59,975	\$ 74,438	\$ (14,463)	-19%		\$ 278,379	\$ 372,189	\$ (93,810)	-25%	\$ 278,379	\$ 319,592	\$ (41,213)	-13%
3200 - Operations	\$ 39,275	\$ 42,438	\$ (3,163)	-7%		\$ 197,464	\$ 220,278	\$ (22,814)	-10%	\$ 197,464	\$ 266,262	\$ (68,798)	-26%
3300 - Bus Operators	\$ -	\$ 638	\$ (638)	-100%		\$ 1,168	\$ 3,189	\$ (2,021)	-63%	\$ 1,168	\$ 4,164	\$ (2,996)	-72%
4100 - Fleet Maintenance	\$ 233,790	\$ 391,567	\$ (157,777)	-40%		\$ 873,656	\$ 1,944,519	\$ (1,070,863)	-55%	\$ 873,656	\$ 1,233,836	\$ (360,180)	-29%
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%		\$ (1)	\$ -	\$ (1)	100%	\$ (1)	\$ -	\$ (1)	100%
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%		\$ -	\$ 3	\$ (3)	-100%	\$ -	\$ -	\$ -	0%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 11,848	\$ (11,848)	-100%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 0	\$ (0)	-100%
Subtotal Non-Personnel Expenses	\$ 575,105	\$ 826,076	\$ (250,971)	-30%		\$ 2,719,006	\$ 4,148,100	\$ (1,429,094)	-34%	\$ 2,719,006	\$ 3,075,332	\$ (356,326)	-12%

5-2.a3



FY10
Operating Expenses by Department
For the month ending - November 30, 2009

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
Total Departmental Expenses													
700 - SCCIC	\$ (10)	\$ 4	\$ (14)	-350%		\$ 250	\$ 270	\$ (20)	-7%	\$ 250	\$ 20	\$ 230	1176%
1100 - Administration	\$ 81,272	\$ 100,885	\$ (19,313)	-19%	1	\$ 423,023	\$ 503,924	\$ (80,901)	-16%	\$ 423,023	\$ 501,992	\$ (78,969)	-16%
1200 - Finance	\$ 130,680	\$ 162,546	\$ (31,866)	-20%	2	\$ 772,271	\$ 867,149	\$ (94,878)	-11%	\$ 772,271	\$ 584,644	\$ 187,627	32%
1300 - Customer Service	\$ 48,192	\$ 44,950	\$ 3,242	7%		\$ 191,187	\$ 233,200	\$ (42,013)	-18%	\$ 191,187	\$ 222,156	\$ (30,969)	-14%
1400 - Human Resources	\$ 43,779	\$ 66,679	\$ (22,900)	-34%	3	\$ 242,379	\$ 333,391	\$ (91,012)	-27%	\$ 242,379	\$ 243,214	\$ (835)	0%
1500 - Information Technology	\$ 52,125	\$ 59,178	\$ (7,053)	-12%		\$ 276,666	\$ 302,090	\$ (25,424)	-8%	\$ 276,666	\$ 243,997	\$ 32,669	13%
1700 - District Counsel	\$ 44,639	\$ 40,896	\$ 3,743	9%		\$ 197,810	\$ 204,480	\$ (6,670)	-3%	\$ 197,810	\$ 177,612	\$ 20,198	11%
1800 - Risk Management	\$ 13,562	\$ 20,833	\$ (7,271)	-35%		\$ 36,162	\$ 104,165	\$ (68,003)	-65%	\$ 36,162	\$ 24,143	\$ 12,019	50%
2200 - Facilities Maintenance	\$ 204,878	\$ 247,015	\$ (42,137)	-17%	4	\$ 1,131,489	\$ 1,187,704	\$ (56,215)	-5%	\$ 1,131,489	\$ 1,077,010	\$ 54,479	5%
3100 - Paratransit Program	\$ 313,570	\$ 381,606	\$ (68,036)	-18%	5	\$ 1,576,338	\$ 1,908,030	\$ (331,692)	-17%	\$ 1,576,338	\$ 1,554,162	\$ 22,176	1%
3200 - Operations	\$ 192,483	\$ 214,454	\$ (21,971)	-10%	6	\$ 1,064,701	\$ 1,102,836	\$ (38,135)	-3%	\$ 1,064,701	\$ 1,072,641	\$ (7,940)	-1%
3300 - Bus Operators	\$ 1,043,707	\$ 1,195,693	\$ (151,986)	-13%	7	\$ 5,474,949	\$ 5,962,965	\$ (488,016)	-8%	\$ 5,474,949	\$ 5,433,593	\$ 41,356	1%
4100 - Fleet Maintenance	\$ 518,235	\$ 716,312	\$ (198,077)	-28%	8	\$ 2,354,877	\$ 3,568,247	\$ (1,213,370)	-34%	\$ 2,354,877	\$ 2,785,865	\$ (430,988)	-15%
9001 - Cobra Benefits	\$ 121	\$ -	\$ 121	100%		\$ 1,512	\$ -	\$ 1,512	100%	\$ 1,512	\$ 1,921	\$ (409)	-21%
9005 - Retired Employee Benefits	\$ 71,642	\$ 180,037	\$ (108,395)	-60%	9	\$ 655,757	\$ 900,188	\$ (244,431)	-27%	\$ 655,757	\$ 629,873	\$ 25,884	4%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 11,848	\$ (11,848)	-100%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 0	\$ (0)	-100%
Total Operating Expenses	\$ 2,758,875	\$ 3,430,788	\$ (671,913)	-20%		\$ 14,399,371	\$ 17,178,639	\$ (2,779,268)	-16%	\$ 14,399,371	\$ 14,564,691	\$ (165,320)	-1%

** does not include depreciation

Current Period Notes:

- 1) **Administration** is under budget due to less than anticipated personnel expenses (unpaid leaves) and cost cutting measures in place.
- 2) **Finance** is under budget due to less than anticipated personnel (extended leaves) and insurance expenses.
- 3) **Human Resources** is under budget due to a vacant funded position and Prof & Tech Fees straight-lined.
- 4) **Facilities Maintenance** is under budget due to lower personnel expenses (vacant funded position), utilities, and SVT taxes paid in October 2009, while budgeted in November 2009.
- 5) **Paratransit Program** is under budget due to vacant funded positions and extended leaves.
- 6) **Operations** is under budget due to not being at full complement.
- 7) **Bus Operators** is under budget due to vacant funded positions and extended leaves.
- 8) **Fleet** is under budget due to vacant funded positions and lower than anticipated prices of fuel.
- 9) **Retired Employee Benefits** is under budget due to the budget being straight lined. (Medical Premium Rates will increase, effective January 2010.)

5-2.04



FY10
Consolidated Operating Expenses
For the month ending - November 30, 2009

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
LABOR													
501011 Bus Operator Pay	\$ 623,679	\$ 678,292	\$ (54,613)	-8%		\$ 3,159,696	\$ 3,391,462	\$ (231,766)	-7%	\$ 3,159,696	\$ 3,268,188	\$ (108,492)	-3%
501013 Bus Operator Overtime	\$ 132,696	\$ 111,733	\$ 20,963	19%		\$ 649,128	\$ 558,665	\$ 90,463	16%	\$ 649,128	\$ 481,904	\$ 167,224	35%
501021 Other Salaries	\$ 515,637	\$ 542,179	\$ (26,542)	-5%		\$ 2,686,154	\$ 2,814,328	\$ (128,174)	-5%	\$ 2,686,154	\$ 2,550,272	\$ 135,882	5%
501023 Other Overtime	\$ 27,008	\$ 25,297	\$ 1,711	7%		\$ 145,527	\$ 133,466	\$ 12,061	9%	\$ 145,527	\$ 103,567	\$ 41,960	41%
Total Labor -	\$ 1,299,020	\$ 1,357,501	\$ (58,481)	-4%		\$ 6,640,505	\$ 6,897,921	\$ (257,416)	-4%	\$ 6,640,505	\$ 6,403,931	\$ 236,574	4%
FRINGE BENEFITS													
502011 Medicare/Soc. Sec.	\$ 18,740	\$ 21,577	\$ (2,837)	-13%		\$ 95,885	\$ 107,885	\$ (12,000)	-11%	\$ 95,885	\$ 89,039	\$ 6,846	8%
502021 Retirement	\$ 175,588	\$ 199,902	\$ (24,314)	-12%		\$ 916,775	\$ 999,510	\$ (82,735)	-8%	\$ 916,775	\$ 925,629	\$ (8,854)	-1%
502031 Medical Insurance	\$ 324,850	\$ 528,472	\$ (203,622)	-39%		\$ 2,116,877	\$ 2,642,360	\$ (525,483)	-20%	\$ 2,116,877	\$ 2,057,225	\$ 59,652	3%
502041 Dental Insurance	\$ 38,860	\$ 46,442	\$ (7,582)	-16%		\$ 199,220	\$ 232,210	\$ (32,990)	-14%	\$ 199,220	\$ 198,468	\$ 752	0%
502045 Vision Insurance	\$ 11,419	\$ 12,057	\$ (638)	-5%		\$ 56,733	\$ 60,285	\$ (3,552)	-6%	\$ 56,733	\$ 55,477	\$ 1,256	2%
502051 Life Insurance	\$ 3,740	\$ 4,326	\$ (586)	-14%		\$ 17,788	\$ 21,633	\$ (3,845)	-18%	\$ 17,788	\$ 18,019	\$ (231)	-1%
502060 State Disability	\$ 14,595	\$ 26,562	\$ (11,967)	-45%		\$ 80,367	\$ 132,810	\$ (52,443)	-39%	\$ 80,367	\$ 56,373	\$ 23,994	43%
502061 Disability Insurance	\$ 17,716	\$ 22,749	\$ (5,033)	-22%		\$ 87,504	\$ 113,745	\$ (26,241)	-23%	\$ 87,504	\$ 88,414	\$ (910)	-1%
502071 State Unemp. Ins	\$ (17)	\$ 4,434	\$ (4,451)	-100%		\$ 1,081	\$ 22,170	\$ (21,089)	-95%	\$ 1,081	\$ 609	\$ 472	78%
502081 Worker's Comp Ins	\$ 35,657	\$ 85,756	\$ (50,099)	-58%		\$ 233,213	\$ 428,780	\$ (195,567)	-46%	\$ 233,213	\$ 432,549	\$ (199,336)	-46%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 19,062	\$ 54,948	\$ (35,886)	-65%		\$ 73,489	\$ 171,302	\$ (97,813)	-57%	\$ 73,489	\$ 74,330	\$ (841)	-1%
502103 Floating Holiday	\$ 3,438	\$ 6,042	\$ (2,604)	-43%		\$ 13,696	\$ 30,209	\$ (16,513)	-55%	\$ 13,696	\$ 8,206	\$ 5,490	67%
502109 Sick Leave	\$ 67,403	\$ 77,938	\$ (10,535)	-14%		\$ 314,102	\$ 389,690	\$ (75,588)	-19%	\$ 314,102	\$ 248,808	\$ 65,294	26%
502111 Annual Leave	\$ 135,581	\$ 131,432	\$ 4,149	3%		\$ 741,328	\$ 657,160	\$ 84,168	13%	\$ 741,328	\$ 748,221	\$ (6,893)	-1%
502121 Other Paid Absence	\$ 12,837	\$ 10,657	\$ 2,180	20%		\$ 58,687	\$ 53,285	\$ 5,402	10%	\$ 58,687	\$ 50,541	\$ 8,146	16%
502251 Physical Exams	\$ 1,165	\$ 1,108	\$ 57	5%		\$ 3,493	\$ 5,540	\$ (2,047)	-37%	\$ 3,493	\$ 1,755	\$ 1,738	99%
502253 Driver Lic Renewal	\$ 40	\$ 367	\$ (327)	-89%		\$ 1,225	\$ 1,835	\$ (610)	-33%	\$ 1,225	\$ 540	\$ 685	127%
502999 Other Fringe Benefits	\$ 4,076	\$ 12,442	\$ (8,366)	-67%		\$ 28,397	\$ 62,213	\$ (33,816)	-54%	\$ 28,397	\$ 31,224	\$ (2,827)	-9%
Total Fringe Benefits -	\$ 884,750	\$ 1,247,211	\$ (362,461)	-29%		\$ 5,039,860	\$ 6,132,622	\$ (1,092,762)	-18%	\$ 5,039,860	\$ 5,085,427	\$ (45,567)	-1%
Total Personnel Expenses -	\$ 2,183,770	\$ 2,604,712	\$ (420,942)	-16%	1	\$ 11,680,365	\$ 13,030,543	\$ (1,350,178)	-10%	\$ 11,680,365	\$ 11,489,358	\$ 191,007	2%

5-2.05



FY10
Consolidated Operating Expenses
For the month ending - November 30, 2009

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
SERVICES													
503011 Acctg & Audit Fees	\$ 2,250	\$ 8,462	\$ (6,212)	-73%		\$ 37,950	\$ 45,744	\$ (7,794)	-17%	\$ 37,950	\$ 40,200	\$ (2,250)	-6%
503012 Admin & Bank Fees	\$ 981	\$ 1,413	\$ (432)	-31%		\$ 52,026	\$ 56,985	\$ (4,959)	-9%	\$ 52,026	\$ 50,051	\$ 1,975	4%
503031 Prof & Tech Fees	\$ 7,991	\$ 27,088	\$ (19,097)	-70%	2	\$ 52,686	\$ 140,496	\$ (87,810)	-63%	\$ 52,686	\$ 46,853	\$ 5,833	12%
503032 Legislative Services	\$ 7,500	\$ 8,617	\$ (1,117)	-13%		\$ 37,500	\$ 43,085	\$ (5,585)	-13%	\$ 37,500	\$ 37,500	\$ -	0%
503033 Legal Services	\$ 4,853	\$ 4,583	\$ 270	6%		\$ 11,026	\$ 22,915	\$ (11,889)	-52%	\$ 11,026	\$ -	\$ 11,026	100%
503034 Pre-Employ Exams	\$ 1,849	\$ 1,037	\$ 812	78%		\$ 5,660	\$ 5,185	\$ 475	9%	\$ 5,660	\$ 4,457	\$ 1,203	27%
503041 Temp Help	\$ 18,888	\$ -	\$ 18,888	100%	3	\$ 99,502	\$ -	\$ 99,502	100%	\$ 99,502	\$ 64,271	\$ 35,231	55%
503161 Custodial Services	\$ 5,201	\$ 5,508	\$ (307)	-6%		\$ 25,917	\$ 27,540	\$ (1,623)	-6%	\$ 25,917	\$ 28,256	\$ (2,339)	-8%
503162 Uniform & Laundry	\$ 1,418	\$ 3,668	\$ (2,250)	-61%		\$ 9,002	\$ 18,340	\$ (9,338)	-51%	\$ 9,002	\$ 16,400	\$ (7,398)	-45%
503171 Security Services	\$ 27,545	\$ 33,804	\$ (6,259)	-19%		\$ 141,822	\$ 169,360	\$ (27,538)	-16%	\$ 141,822	\$ 164,269	\$ (22,447)	-14%
503221 Classified/Legal Ads	\$ 988	\$ 2,200	\$ (1,212)	-55%		\$ 3,386	\$ 11,000	\$ (7,614)	-69%	\$ 3,386	\$ 6,744	\$ (3,358)	-50%
503222 Legal Advertising	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 333	\$ (333)	-100%		\$ -	\$ 1,665	\$ (1,665)	-100%	\$ -	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 3,097	\$ 6,375	\$ (3,278)	-51%		\$ 18,059	\$ 31,875	\$ (13,816)	-43%	\$ 18,059	\$ 41,571	\$ (23,512)	-57%
503352 Repair - Equipment	\$ 39,480	\$ 35,970	\$ 3,510	10%		\$ 204,722	\$ 197,088	\$ 7,634	4%	\$ 204,722	\$ 137,451	\$ 67,271	49%
503353 Repair - Rev Vehicle	\$ 20,169	\$ 36,442	\$ (16,273)	-45%	4	\$ 140,074	\$ 182,210	\$ (42,136)	-23%	\$ 140,074	\$ 228,022	\$ (87,948)	-39%
503354 Repair - Non Rev Vehicle	\$ -	\$ 2,625	\$ (2,625)	-100%		\$ 7,460	\$ 13,125	\$ (5,665)	-43%	\$ 7,460	\$ 10,884	\$ (3,424)	-31%
503363 Haz Mat Disposal	\$ 574	\$ 2,083	\$ (1,509)	-72%		\$ 13,824	\$ 10,415	\$ 3,409	33%	\$ 13,824	\$ 18,552	\$ (4,728)	-25%
Total Services -	\$ 142,784	\$ 180,208	\$ (37,424)	-21%		\$ 860,616	\$ 977,048	\$ (116,432)	-12%	\$ 860,616	\$ 895,481	\$ (34,865)	-4%
MOBILE MATERIALS AND SUPPLIES													
504011 Fuels & Lube Non Rev Veh	\$ 14,805	\$ 17,283	\$ (2,478)	-14%		\$ 70,648	\$ 86,415	\$ (15,767)	-18%	\$ 70,648	\$ 79,398	\$ (8,750)	-11%
504012 Fuels & Lube Rev Veh	\$ 159,848	\$ 270,417	\$ (110,569)	-41%	5	\$ 526,063	\$ 1,352,085	\$ (826,022)	-61%	\$ 526,063	\$ 788,572	\$ (262,509)	-33%
504021 Tires & Tubes	\$ 19,523	\$ 17,750	\$ 1,773	10%		\$ 70,278	\$ 88,750	\$ (18,472)	-21%	\$ 70,278	\$ 104,718	\$ (34,440)	-33%
504161 Other Mobile Supplies	\$ -	\$ 858	\$ (858)	-100%		\$ 157	\$ 4,290	\$ (4,133)	-96%	\$ 157	\$ 4,362	\$ (4,205)	-96%
504191 Rev Vehicle Parts	\$ 41,483	\$ 68,083	\$ (26,600)	-39%	6	\$ 170,580	\$ 340,415	\$ (169,835)	-50%	\$ 170,580	\$ 115,572	\$ 55,008	48%
Total Mobile Materials & Supplies -	\$ 235,659	\$ 374,391	\$ (138,732)	-37%		\$ 837,726	\$ 1,871,955	\$ (1,034,229)	-55%	\$ 837,726	\$ 1,092,622	\$ (254,896)	-23%

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FY10
Consolidated Operating Expenses
For the month ending - November 30, 2009

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
OTHER MATERIALS & SUPPLIES													
504205 Freight Out	\$ 128	\$ 300	\$ (172)	-57%		\$ 581	\$ 1,500	\$ (919)	-61%	\$ 581	\$ 1,161	\$ (580)	-50%
504211 Postage & Mailing	\$ 2,000	\$ 1,939	\$ 61	3%		\$ 6,180	\$ 11,195	\$ (5,015)	-45%	\$ 6,180	\$ 4,084	\$ 2,096	51%
504214 Promotional Items	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
504215 Printing	\$ 5,363	\$ 5,328	\$ 35	1%		\$ 27,483	\$ 35,941	\$ (8,458)	-24%	\$ 27,483	\$ 36,821	\$ (9,338)	-25%
504217 Photo Supply/Processing	\$ 61	\$ 825	\$ (764)	-93%		\$ 450	\$ 4,125	\$ (3,675)	-89%	\$ 450	\$ 4,175	\$ (3,725)	-89%
504311 Office Supplies	\$ 5,289	\$ 7,353	\$ (2,064)	-28%		\$ 27,927	\$ 36,765	\$ (8,838)	-24%	\$ 27,927	\$ 33,827	\$ (5,900)	-17%
504315 Safety Supplies	\$ 622	\$ 2,792	\$ (2,170)	-78%		\$ 5,899	\$ 13,960	\$ (8,061)	-58%	\$ 5,899	\$ 8,157	\$ (2,258)	-28%
504317 Cleaning Supplies	\$ 2,781	\$ 4,933	\$ (2,152)	-44%		\$ 13,079	\$ 24,666	\$ (11,587)	-47%	\$ 13,079	\$ 18,640	\$ (5,561)	-30%
504409 Repair/Maint Supplies	\$ 952	\$ 4,775	\$ (3,823)	-80%		\$ 15,823	\$ 23,875	\$ (8,052)	-34%	\$ 15,823	\$ 28,999	\$ (13,176)	-45%
504421 Non-Inventory Parts	\$ 42	\$ 4,463	\$ (4,421)	-99%		\$ 5,683	\$ 22,314	\$ (16,631)	-75%	\$ 5,683	\$ 34,822	\$ (29,139)	-84%
504511 Small Tools	\$ 157	\$ 875	\$ (718)	-82%		\$ 1,481	\$ 4,375	\$ (2,894)	-66%	\$ 1,481	\$ 3,147	\$ (1,666)	-53%
504515 Employee Tool Rpicmt	\$ 148	\$ 225	\$ (77)	-34%		\$ 772	\$ 1,125	\$ (353)	-31%	\$ 772	\$ 922	\$ (150)	-16%
Total Other Materials & Supplies -	\$ 17,543	\$ 33,808	\$ (16,265)	-48%		\$ 105,358	\$ 179,841	\$ (74,483)	-41%	\$ 105,358	\$ 174,755	\$ (69,397)	-40%
UTILITIES													
505011 Gas & Electric	\$ 5,743	\$ 19,101	\$ (13,358)	-70%	7	\$ 67,978	\$ 95,505	\$ (27,527)	-29%	\$ 67,978	\$ 77,279	\$ (9,301)	-12%
505021 Water & Garbage	\$ 10,765	\$ 10,681	\$ 84	1%		\$ 57,048	\$ 53,406	\$ 3,642	7%	\$ 57,048	\$ 57,470	\$ (422)	-1%
505031 Telecommunications	\$ 12,867	\$ 12,298	\$ 569	5%		\$ 48,200	\$ 61,490	\$ (13,290)	-22%	\$ 48,200	\$ 39,381	\$ 8,819	22%
Total Utilities -	\$ 29,375	\$ 42,080	\$ (12,705)	-30%		\$ 173,226	\$ 210,401	\$ (37,175)	-18%	\$ 173,226	\$ 174,130	\$ (904)	-1%
CASUALTY & LIABILITY													
506011 Insurance - Property	\$ (1,375)	\$ 10,158	\$ (11,533)	-114%	8	\$ 32,181	\$ 50,790	\$ (18,609)	-37%	\$ 32,181	\$ 29,560	\$ 2,621	9%
506015 Insurance - PL & PD	\$ 38,101	\$ 43,775	\$ (5,674)	-13%		\$ 190,505	\$ 218,875	\$ (28,370)	-13%	\$ 190,505	\$ 202,630	\$ (12,125)	-6%
506021 Insurance - Other	\$ 711	\$ -	\$ 711	100%		\$ 711	\$ 800	\$ (89)	-11%	\$ 711	\$ 711	\$ -	0%
506123 Settlement Costs	\$ 8,020	\$ 12,500	\$ (4,480)	-36%		\$ 20,044	\$ 62,500	\$ (42,456)	-68%	\$ 20,044	\$ 23,041	\$ (2,997)	-13%
506127 Repairs - Dist Prop	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ (21,452)	\$ 21,452	-100%
Total Casualty & Liability -	\$ 45,457	\$ 66,433	\$ (20,976)	-32%		\$ 243,441	\$ 332,965	\$ (89,524)	-27%	\$ 243,441	\$ 234,490	\$ 8,951	4%
TAXES													
507051 Fuel Tax	\$ 1,129	\$ 1,209	\$ (80)	-7%		\$ 4,781	\$ 6,045	\$ (1,264)	-21%	\$ 4,781	\$ 2,921	\$ 1,860	64%
507201 Licenses & permits	\$ 1,183	\$ 2,108	\$ (925)	-44%		\$ 8,066	\$ 6,740	\$ 1,326	20%	\$ 8,066	\$ 4,330	\$ 3,736	86%
507999 Other Taxes	\$ 3,110	\$ 19,673	\$ (16,563)	-84%	9	\$ 10,423	\$ 24,675	\$ (14,252)	-58%	\$ 10,423	\$ 20,403	\$ (9,980)	-49%
Total Utilities -	\$ 5,422	\$ 22,990	\$ (17,568)	-76%		\$ 23,270	\$ 37,460	\$ (14,190)	-38%	\$ 23,270	\$ 27,654	\$ (4,384)	-16%

5-2.07



FY10
Consolidated Operating Expenses
For the month ending - November 30, 2009

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
<u>PURCHASED TRANSPORTATION</u>													
5093406 Contr/Paratrans	\$ 27,792	\$ 20,833	\$ 6,959	33%		\$ 114,924	\$ 104,165	\$ 10,759	10%	\$ 114,924	\$ 109,073	\$ 5,851	5%
Total Purchased Transportation -	\$ 27,792	\$ 20,833	\$ 6,959	33%		\$ 114,924	\$ 104,165	\$ 10,759	10%	\$ 114,924	\$ 109,073	\$ 5,851	5%
<u>MISC</u>													
509011 Dues & Subscriptions	\$ 4,698	\$ 5,485	\$ (787)	-14%		\$ 25,581	\$ 28,425	\$ (2,844)	-10%	\$ 25,581	\$ 26,376	\$ (795)	-3%
509085 Advertising - Rev Product	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509101 Emp Incentive Prog	\$ 956	\$ 2,883	\$ (1,927)	-67%		\$ 1,852	\$ 14,415	\$ (12,563)	-87%	\$ 1,852	\$ 4,094	\$ (2,242)	-55%
509121 Employee Training	\$ 56	\$ 4,739	\$ (4,683)	-99%		\$ 1,781	\$ 29,895	\$ (28,114)	-94%	\$ 1,781	\$ 12,999	\$ (11,218)	-86%
509123 Travel	\$ 2,084	\$ 7,232	\$ (5,148)	-71%		\$ 18,962	\$ 36,159	\$ (17,197)	-48%	\$ 18,962	\$ 18,590	\$ 372	2%
509125 Local Meeting Exp	\$ 368	\$ 413	\$ (45)	-11%		\$ 1,055	\$ 2,063	\$ (1,008)	-49%	\$ 1,055	\$ 1,172	\$ (117)	-10%
509127 Board Director Fees	\$ 500	\$ 1,100	\$ (600)	-55%		\$ 2,850	\$ 5,500	\$ (2,650)	-48%	\$ 2,850	\$ 4,550	\$ (1,700)	-37%
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%		\$ -	\$ 270	\$ (270)	-100%	\$ -	\$ -	\$ -	0%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509198 Cash Over/Short	\$ 106	\$ 42	\$ 64	152%		\$ 202	\$ 209	\$ (7)	-3%	\$ 202	\$ (266)	\$ 468	-176%
Total Misc -	\$ 8,768	\$ 21,948	\$ (13,180)	-60%		\$ 52,283	\$ 116,936	\$ (64,653)	-55%	\$ 52,283	\$ 67,515	\$ (15,232)	-23%
<u>LEASES & RENTALS</u>													
512011 Facility Rentals	\$ 60,529	\$ 61,030	\$ (501)	-1%		\$ 302,455	\$ 305,150	\$ (2,695)	-1%	\$ 302,455	\$ 292,664	\$ 9,791	3%
512061 Equipment Rentals	\$ 1,776	\$ 2,355	\$ (579)	-25%		\$ 5,708	\$ 12,175	\$ (6,467)	-53%	\$ 5,708	\$ 6,945	\$ (1,237)	-18%
Total Leases & Rentals -	\$ 62,305	\$ 63,385	\$ (1,080)	-2%		\$ 308,163	\$ 317,325	\$ (9,162)	-3%	\$ 308,163	\$ 299,609	\$ 8,554	3%
Total Non-Personnel Expenses -	\$ 575,105	\$ 826,076	\$ (250,971)	-30%		\$ 2,719,007	\$ 4,148,096	\$ (1,429,089)	-34%	\$ 2,719,007	\$ 3,075,329	\$ (356,322)	-12%
TOTAL OPERATING EXPENSE -	\$ 2,758,875	\$ 3,430,788	\$ (671,913)	-20%		\$ 14,399,372	\$ 17,178,639	\$ (2,779,267)	-16%	\$ 14,399,372	\$ 14,564,687	\$ (165,315)	-1%

** does not include depreciation

Current Period Notes:

- 1) **Total Personnel Expenses** are below budget due to vacant funded positions and extended leaves, as well as lower than anticipated medical and worker's comp insurance costs.
- 2) **Prof & Tech Fees** are under budget due to cost cutting measures and straight lining of the budget.
- 3) **Temp Help** is over budget due to vacant funded positions and extended leaves. (Expense is offset by savings in personnel expense.)

5-2.08



FY10
Consolidated Operating Expenses
For the month ending - November 30, 2009

	Current Period				Notes	Year to Date				YTD Year Over Year Comparison			
	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>		<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u> <u>FY10</u>	<u>FY09</u>	<u>\$ Var</u>	<u>% Var</u>
4) Repair - Rev Vehicle	is under budget due to inability to anticipate when repair costs will be incurred.												
5) Fuels & Lube Rev Veh	is under budget due to lower than anticipated prices of fuel.												
6) Rev Veh Parts	is under budget due to cost cutting measures in place.												
7) Gas & Electric	is under budget due to invoices for November paid in December.												
8) Insurance - Property	is under budget due to reversed expense for property insurance on 1200 Building B, River Street, carried forward in FY10 in error.												
9) Other Taxes	is over budget due to SVT related expenses (Bluebonnet Wastewater) budgeted in November, while payments were actually made in October 2009.												

5-2.09



**FY2010
CAPITAL BUDGET**

For the month ending - November 30, 2009

	<u>YTD Actual</u>	<u>FY10 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>Grant-Funded Projects</u>				
MetroBase Maintenance Facility	\$ 1,732,165	\$ 4,200,000	\$ 2,467,835	41%
MetroBase Operations Facility	\$ -	\$ -	\$ -	0%
Purchase Smartcard Farebox System (ARRA)	\$ -	\$ 2,267,000	\$ 2,267,000	0%
Purchase & Renovation of Vernon Bldg	\$ 1,611,898	\$ 2,400,000	\$ 788,102	67%
Pacific Station Project (TCRP)	\$ 5,110	\$ 2,100,000	\$ 2,094,890	0%
Purchase 27 ParaCruz Vehicles (ARRA)	\$ -	\$ 1,750,000	\$ 1,750,000	0%
Transit Mgmt. Info. Technology (ARRA)	\$ 33,253	\$ 1,264,873	\$ 1,231,620	3%
2nd LNG Storage Tank & Process Equipment	\$ -	\$ 1,000,000	\$ 1,000,000	0%
Facilities Video Surveillance (OHS-1B)	\$ -	\$ 220,000	\$ 220,000	0%
Fleet Radios/Surveillance (OHS-1B)	\$ -	\$ 202,457	\$ 202,457	0%
Comprehensive Security & Surveillance Sys (OHS-1B)	\$ -	\$ 440,505	\$ 440,505	0%
Trapeze Pass Interactive Voice Response System	\$ 45,217	\$ 91,141	\$ 45,924	50%
Subtotal Grant Funded Projects	\$ 3,427,643	\$ 15,935,976	\$ 12,508,333	22%
<u>IT Projects</u>				
Replace Fleet & Facilities Maintenance Software	\$ 17,355	\$ 470,000	\$ 452,645	4%
HR Software Upgrade	\$ -	\$ 250,000	\$ 250,000	0%
Upgrade District Phone System	\$ 7,644	\$ 77,825	\$ 70,181	10%
Microsoft Office 2007 Pro Upgrade	\$ 54,518	\$ 55,000	\$ 482	99%
Trapeze Pass Customer Certification Software	\$ 9,738	\$ 46,000	\$ 36,262	21%
Automated Purchasing System Software	\$ -	\$ 40,000	\$ 40,000	0%
Digital ID Card Processing Equipment	\$ 8,081	\$ 17,000	\$ 8,919	48%
Upgrade GFI software to System 7 Version 2	\$ 735	\$ 12,584	\$ 11,849	6%
3 Laptop PC's for ParaCruz	\$ 5,468	\$ 6,000	\$ 532	91%
2 Laptop/Docking Stations for HR	\$ 3,645	\$ 4,500	\$ 855	81%
Subtotal IT Projects	\$ 107,184	\$ 978,909	\$ 871,725	11%
<u>Facilities Repair & Improvements</u>				
MTC Lane Four Shelter Replacement	\$ -	\$ 55,000	\$ 55,000	0%
Replace Roof - Watsonville Transit Center Main Building	\$ 23	\$ 55,000	\$ 54,977	0%
Repair, Reseal, and Restripe - Greyhound Lot	\$ -	\$ 24,000	\$ 24,000	0%
Repair, Reseal, Restripe (Sinkholes) - Operations	\$ 3,991	\$ 20,000	\$ 16,009	20%
Subtotal Facilities Repairs & Improvements Projects	\$ 4,014	\$ 154,000	\$ 149,986	3%

5-2.010



**FY2010
CAPITAL BUDGET**

For the month ending - November 30, 2009

	<u>YTD Actual</u>		<u>FY10 Budget</u>		<u>Remaining Budget</u>	<u>% Spent YTD</u>	
<u>Revenue Vehicle Replacement</u>							
Highway 17 Buses (5) - VTA - (Measure A)	\$	-	\$ 2,500,000	\$	\$ 2,500,000	0%	
Subtotal Revenue Vehicle Replacements	\$	-	\$ 2,500,000	\$	\$ 2,500,000	0%	
<u>Non-Revenue Vehicle Replacement</u>							
NONE	\$	-	\$ -	\$	\$ -	0%	
Subtotal Non-Revenue Vehicle Replacements	\$	-	\$ -	\$	\$ -	0%	
<u>Maint Equipment</u>							
Cumming Engine Tool (Liner Indicator)	\$	-	\$ 1,200	\$	\$ 1,200	0%	
Cumming Engine Tool (Part # 3376915)	\$	-	\$ 1,200	\$	\$ 1,200	0%	
Subtotal Non-Revenue Vehicle Replacements	\$	-	\$ 2,400	\$	\$ 2,400	0%	
<u>Office Equipment</u>							
NONE	\$	-	\$ -	\$	\$ -	0%	
Subtotal Office Equipment	\$	-	\$ -	\$	\$ -	0%	
TOTAL CAPITAL PROJECTS	\$	3,538,841	\$	19,571,285	\$	16,032,444	18%

5-2,211



**FY2010
CAPITAL BUDGET**

For the month ending - November 30, 2009

	<u>YTD Actual</u>	<u>FY10 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 78,470	\$ 8,605,764	\$ 8,527,293	1%
State / PTMISEA 1B	\$ 2,033,808	\$ 4,446,429	\$ 2,412,621	46%
State/Other Capital Grants (Measure A - VTA)	\$ -	\$ 2,500,000	\$ 2,500,000	0%
State/Other Capital Grants (TCRP)	\$ 5,110	\$ 682,017	\$ 676,907	1%
State Security Bond Funds (1B)	\$ -	\$ 862,962	\$ 862,962	0%
STA Funding (Prior Year)	\$ 111,197	\$ 1,163,858	\$ 1,052,661	10%
STA Funding (Current Year)	\$ -	\$ -	\$ -	0%
District Reserves (Lawsuit & Sakata Proceeds)	\$ 1,310,256	\$ 1,310,255	\$ -	100%
Capital Cash Reserves	\$ -	\$ -	\$ -	100%
TOTAL CAPITAL FUNDING	\$ 3,538,841	\$ 19,571,285	\$ 16,032,444	18%

5-2.a12



AGENDA

JANUARY 20, 2010 - 6:00 PM
PACIFIC STATION CONFERENCE ROOM
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA

1. ROLL CALL
2. AGENDA ADDITIONS/DELETIONS
3. ORAL/WRITTEN COMMUNICATION
4. CONSIDERATION OF APPROVAL OF MINUTES OF DECEMBER 16, 2009
5. ACCEPT AND FILE RIDERSHIP REPORT FOR OCTOBER 2009
6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR OCTOBER 2009
7. ELECTION OF OFFICERS
8. REPORT BY MAC REPRESENTATIVE OF OTHER TRANSIT RELATED MEETINGS
9. CONSIDERATION OF 2010 MAC SCHEDULE OF EVENTS
10. DISCUSSION OF THE 9800 SERIES BUSES
11. DISCUSSION OF GOALS FOR REVIEWING COMPLAINT PROCEDURES
12. DISTRIBUTION OF MAC VOUCHERS
13. COMMUNICATIONS TO METRO GENERAL MANAGER
14. COMMUNICATIONS TO METRO BOARD OF DIRECTORS
15. ITEMS FOR NEXT MEETING AGENDA
16. ADJOURNMENT

*NEXT MEETING: WEDNESDAY, FEBRUARY 17, 2010, AT 6:00 PM
PACIFIC STATION CONFERENCE ROOM*

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

November 18, 2009

The METRO Advisory Committee (MAC) met on Wednesday, November 18, 2009 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Chair Naomi Gunther called the meeting to order at 6:07 p.m.

1. ROLL CALL:

MEMBERS PRESENT

D. Craig Agler
Naomi Gunther, Chair
Mara Murphy
Dennis "Pop" Papadopulo
Stuart Rosenstein
Charlotte Walker
Dave Williams
Robert Yount, Vice Chair

MEMBERS ABSENT

VISITORS PRESENT

Bonnie Morr, UTU

STAFF PRESENT

Mary Ferrick, Fixed Route Superint.
Margaret Gallagher, District Counsel
April Warnock, Paratransit Superint.

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATION

Written:

None.

Oral:

Robert Yount announced that he would not seek another term on MAC.

4. CONSIDERATION OF APPROVAL OF MINUTES OF OCTOBER 21, 2009

ACTION: MOTION: DAVE WILLIAMS SECOND: DENNIS "POP" PAPADOPULO

ACCEPT AND FILE MINUTES OF THE OCTOBER 21, 2009 MEETING AS PRESENTED

Motion passed unanimously.

5-4.2

ITEM #8 WAS TAKEN OUT OF ORDER.

8. DISCUSSION OF METRO'S PROPOSED TITLE VI PROGRAM REGULATION AND COMPLAINT PROCEDURE

Margaret Gallagher presented the proposed Title VI Program Regulation and Complaint Procedure. There was a discussion about protections for non-English speakers; about including Gender Identification as a protected class; and about the length of the complaint process.

MOTION: STUART ROSENSTEIN SECOND: ROBERT YOUNT

Advise METRO Board of Directors that MAC supports the Title VI Regulation with the condition that Gender Identification be included as a protected class.

Motion passed unanimously.

ITEM #10 WAS TAKEN OUT OF ORDER

10. DISCUSSION OF THE WEBSITE AND ROUTE MAP REDESIGN PROJECTS

Harlan Glatt made a presentation to MAC regarding the redesigned route stickers, Headways, and website. There was a discussion about the Website and Route Map Redesign projects. Naomi Gunther asked if a combined UCSC map would be available and if the MAC acronym could be spelled out. There was a discussion about the website design and the options available on the website, and Harlan Glatt took suggestions from the committee. Stuart Rosenstein suggested an informational flyer in English and Spanish be prepared to notify riders of the changes.

ITEM #9 WAS TAKEN OUT OF ORDER

9. DISCUSSION OF METRO'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM GOAL OF 1.73% FOR FY 2010

Margaret Gallagher presented METRO's DBE Program goal of 1.73% for fiscal year 2010 and asked for questions or comments. Mara Murphy asked how the program helps DBEs. Margaret Gallagher said that METRO is required to advertise and include a DBE requirement in individual procurements, and extra points are allotted to contractors who are DBEs, or to contractors who use DBE subcontractors. Ms. Gallagher said that the methodology used is required by Caltrans, and involves taking the market area of Caltrans Districts 4 and 5 and determining what potential DBE businesses could be tapped into based on the contracts METRO expects to make in the coming year.

14. DISCUSSION OF MAC MEMBERS APPOINTMENTS EXPIRING

There was a discussion about MAC appointments. Naomi Gunther said that she was concerned that the committee would not have a quorum. Robert Yount reiterated that he would not continue to serve on MAC, but that the Board was probably searching for new appointees already. Stuart Rosenstein said that he was considering whether to continue to serve on MAC, and said he would speak with his appointing Director.

10. DISTRIBUTION OF MAC VOUCHERS

Mary Ferrick distributed METRO ride vouchers to the MAC members.

11. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

17. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

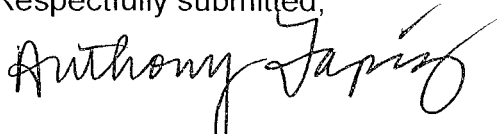
18. ITEMS FOR NEXT MEETING AGENDA

- Discussion of the 9800 series buses
- Discussion of the current complaints procedures
- Consideration of MAC request to see filed complaints
- Discussion of pressure washing bus stops
- Discussion of interior lighting policy on buses

ADJOURN

There being no further business, Chair Naomi Gunther thanked everyone for participating and adjourned the meeting at 7:54 p.m.

Respectfully submitted,



ANTHONY TAPIZ
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22nd, 2010
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only - no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004. This service had been delivered under contract since 1992.
- Discussion of ParaCruz Operations Status Report.
- Attachment A: On-time Performance Chart displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”. The monthly Customer Service Reports summary is included.
- Attachment B: Report of ParaCruz’ operating statistics. Performance Averages and Performance Goals are reflected in the Comparative Operating Statistics Table in order to establish and compare actual performance measures, as performance is a critical indicator as to ParaCruz’ efficiency.
- Attachments C, D, E, F, G: ParaCruz Performance Charts display trends in rider-ship and mileage spanning a period of three years. Graph G is a graphical display reporting use of sub-contracted taxi companies for each month.
- Attachment H: Current calendar year’s statistical information on the number of ParaCruz in-person eligibility assessments, including a comparison to past years, since implementation in August of 2002.

5-5.1

III. DISCUSSION

In the month of November 2009, ParaCruz performed 658 more rides than November of 2008. This increase in the number of rides performed reflects the steady growth of use of ParaCruz services.

In the Comparative Operating Statistics Reports, call center figures are unavailable due to the district –wide installation of the VOIP telephone system. The VOIP telephone system reports have been installed, and training is currently underway.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** ParaCruz On-time Performance Charts
- Attachment B:** Comparative Operating Statistics Tables
- Attachment C:** Number of Rides Comparison Chart
- Attachment D:** Shared vs. Total Rides Chart
- Attachment E:** Mileage Comparison Chart
- Attachment F:** Year To Date Mileage Chart
- Attachment G:** Daily Drivers vs. Subcontractor Rides Charts
- Attachment H:** Eligibility Chart

Board of Directors
Board Meeting January 22nd, 2010

ParaCruz On-time Performance Report		
	November 2008	November 2009
Total pick ups	7137	7795
Percent in "ready window"	96.46%	95.07%
1 to 5 minutes late	1.56%	2.04%
6 to 10 minutes late	.92%	1.36%
11 to 15 minutes late	.48%	.58%
16 to 20 minutes late	.27%	.58%
21 to 25 minutes late	.13%	.21%
26 to 30 minutes late	.08%	.06%
31 to 35 minutes late	.06%	.06%
36 to 40 minutes late	.04%	.03%
41 or more minutes late (excessively late/missed trips)	.01%	.01%
Total beyond "ready window"	3.54%	4.93%

During the month of November 2009, ParaCruz received seven (7) Customer Service complaints. Six of the complaints were not valid. One (1) complaint was valid.

5-5.a1

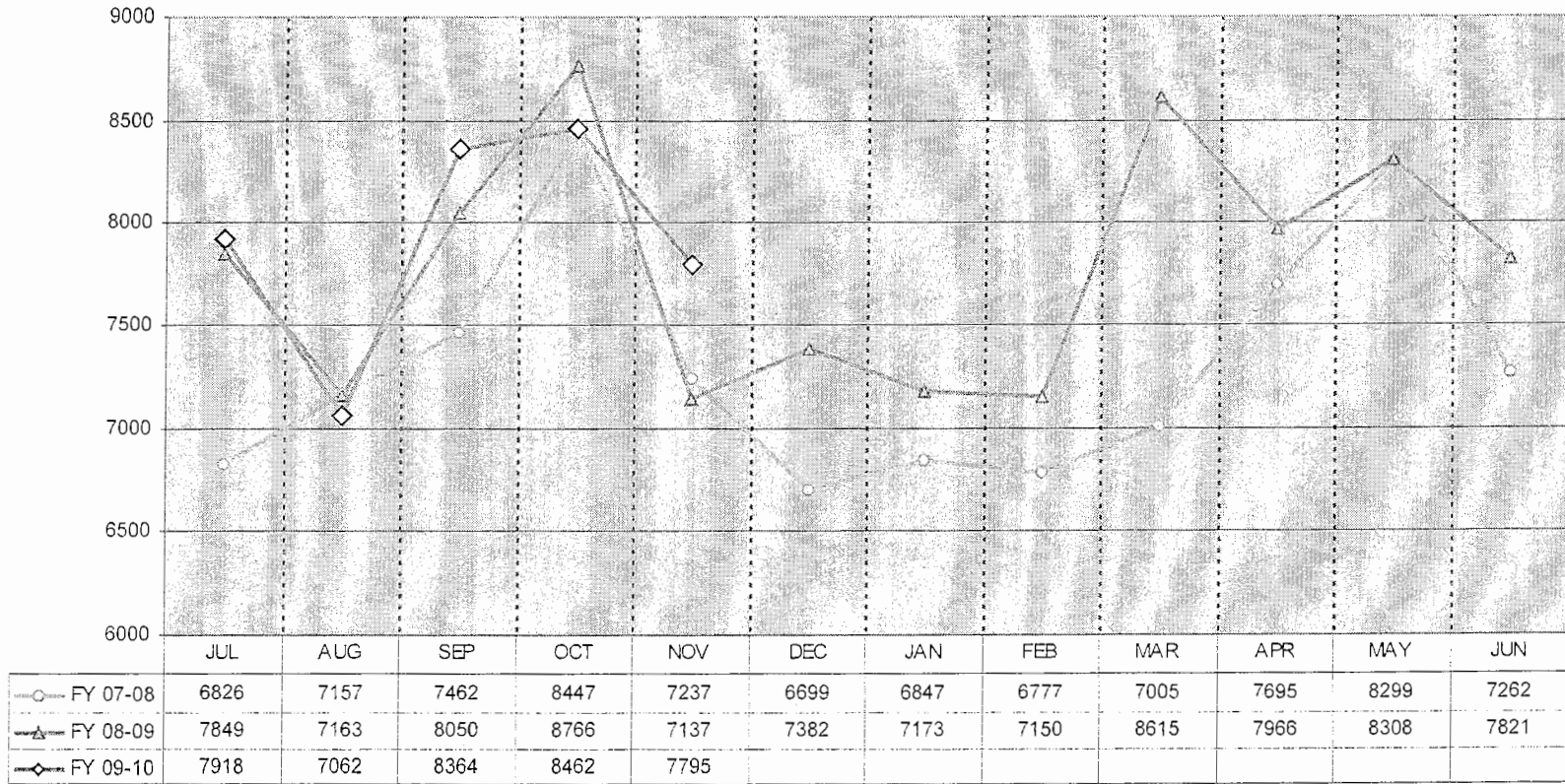
Board of Directors
Board Meeting January 22nd, 2010

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through November 2009.

	Nov 08	Nov 09	Fiscal 08-09	Fiscal 09-10	Performance Averages	Performance Goals
Requested	8047	8646	41,673	42,513	8449	
Performed	7137	7795	38,965	39,596	7826	
Cancels	21.37%	19.38%	17.39%	18.02%	18.09%	
No Shows	2.51%	4.16%	2.97%	3.06%	2.74%	Less than 3%
Total miles	48,596	50,086	261,528	257,073	52,665	
Av trip miles	4.95	4.97	5.08	5.11	5.19	
Within ready window	96.46%	95.07%	93.69%	95.57%	94.73%	92.00% or better
Excessively late/missed trips	1	1	20	7	2.5	Zero (0)
Call center volume	5902	N/A	26,960	N/A	N/A	
Call average seconds to answer	30	N/A	36	N/A	N/A	Less than 2 minutes
Hold times less than 2 minutes	97%	N/A	96%	N/A	N/A	Greater than 90%
Distinct riders	792	803	1,345	1,330	803	
Most frequent rider	35 rides	56 rides	201 rides	209 rides	53 rides	
Shared rides	72.7%	65.1%	66.6%	62.7%	62.94%	Greater than 60%
Passengers per rev hour	1.97	2.35	2.12	2.18	2.10	Greater than 1.6 passengers/hour
Rides by supplemental providers	12.76%	16.66%	10.16%	12.87%	9.30%	No more than 25%
Vendor cost per ride	\$25.35	\$21.71	\$23.20	\$22.39	\$22.91	
ParaCruz driver cost per ride (estimated)	\$28.25	\$26.29	\$24.57	\$24.12	\$24.15	
Rides < 10 miles	71.19%	69.97%	70.50%	69.30%	69.96%	
Rides > 10	28.81%	30.03%	29.50%	30.70%	30.04%	

5-5.61

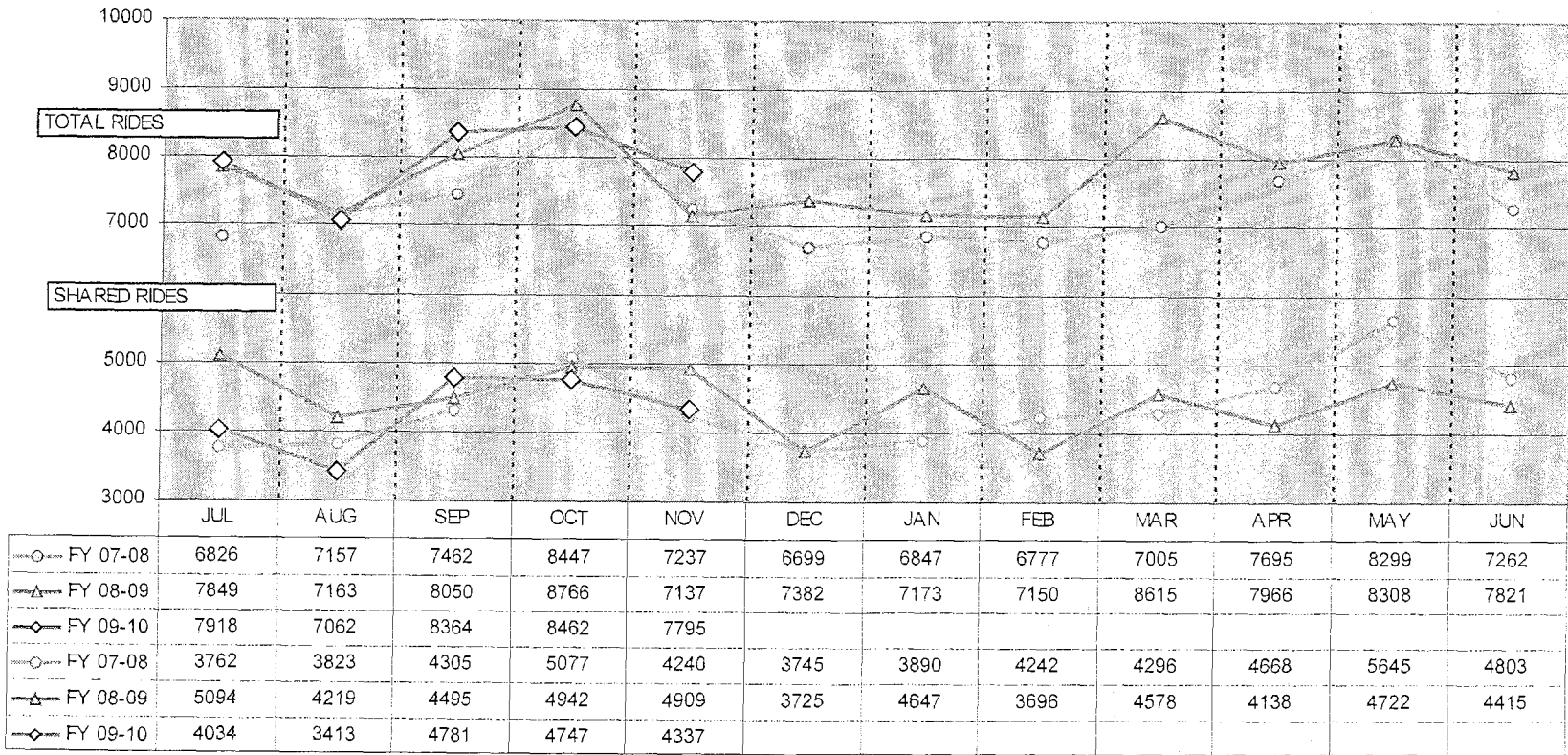
NUMBER OF RIDES COMPARISON CHART



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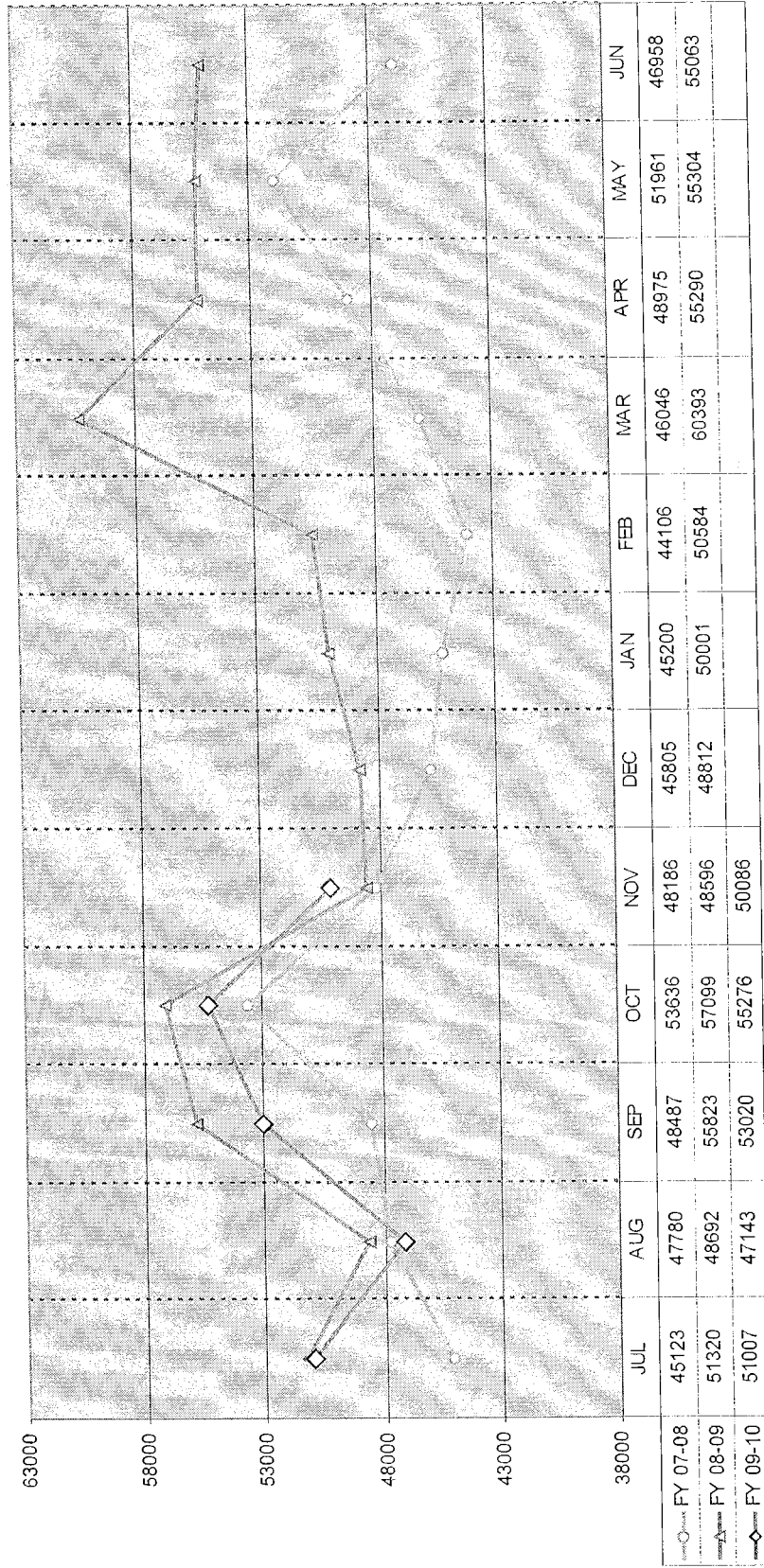
Attachment C

TOTAL vs. SHARED RIDES



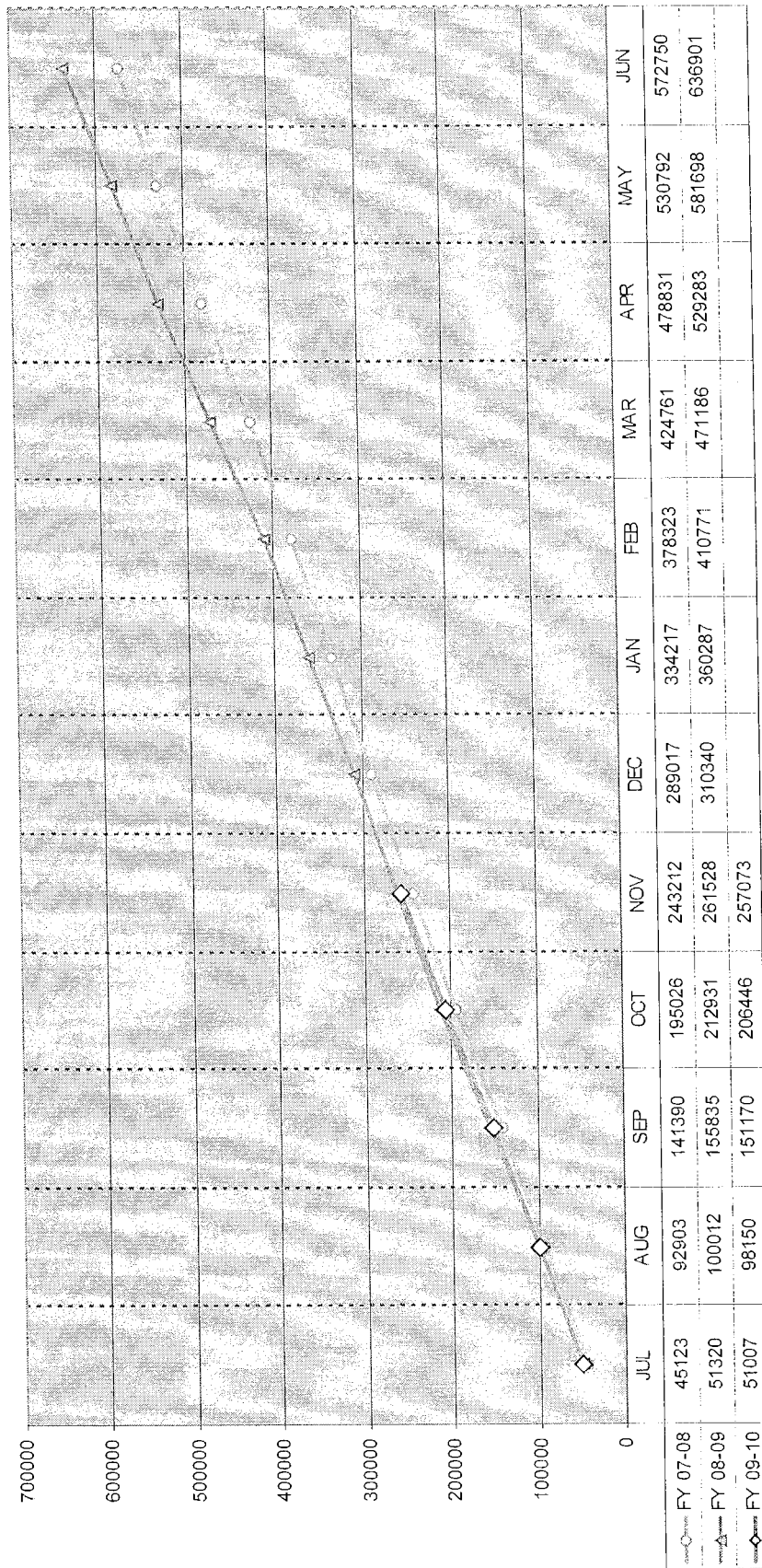
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MILEAGE COMPARISON



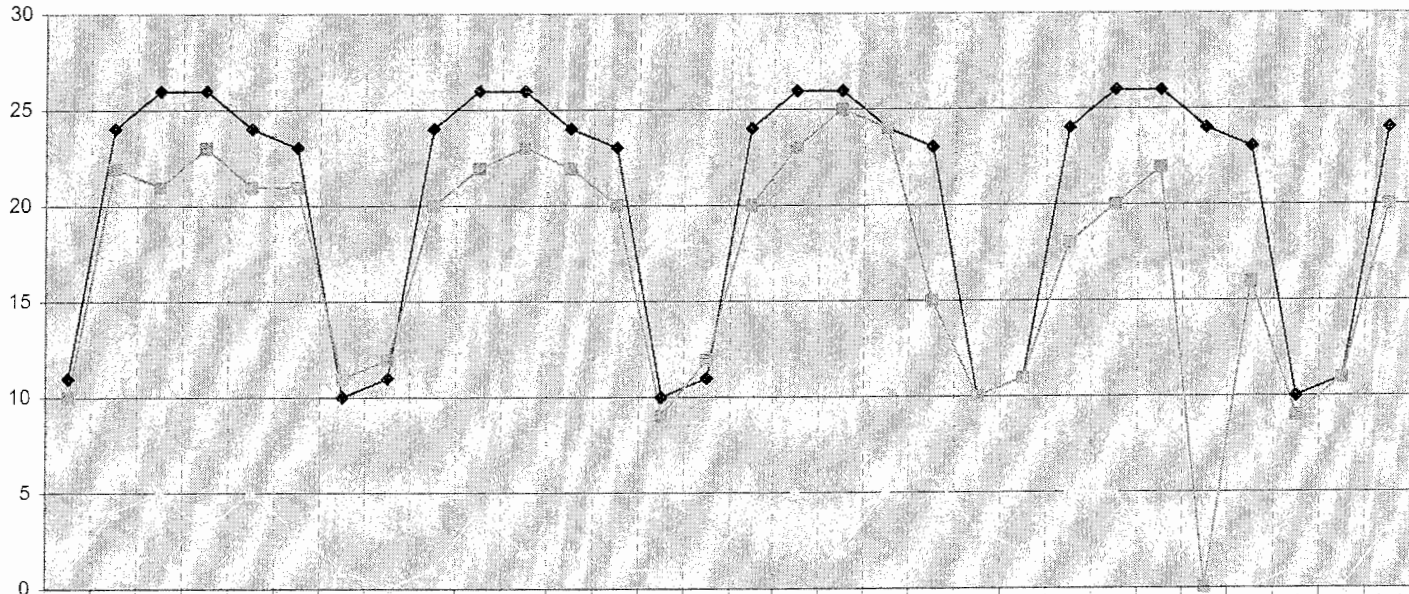
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YEAR TO DATE MILEAGE COMPARISON



5-5.f1

DAILY DRIVERS vs. SUBCONTRACTORS



	11/1	11/2	11/3	11/4	11/5	11/6	11/7	11/8	11/9	11/10	11/11	11/12	11/13	11/14	11/15	11/16	11/17	11/18	11/19	11/20	11/21	11/22	11/23	11/24	11/25	11/26	11/27	11/28	11/29	11/30
◆ #PC SCHEDULE	11	24	26	26	24	23	10	11	24	26	26	24	23	10	11	24	26	26	24	23	10	11	24	26	26	24	23	10	11	24
■ #PC ACTUAL	10	22	21	23	21	21	11	12	20	22	23	22	20	9	12	20	23	25	24	15	10	11	18	20	22	0	16	9	11	20
▲ #SUBCON	1.0	4.0	5.0	3.0	5.0	3.0	1.0	0.0	1.0	4.0	2.0	2.0	1.0	1.0	1.0	4.0	5.0	2.0	5.0	6.0	3.0	2.0	5.0	5.0	2.0		0.0	1.0	0.0	3.0

5-5.91

Attachment 9

Board of Directors
Board Meeting January 22nd, 2010


OUT OF DATABASE	UNRESTRICTED	RESTRICTED CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	VISITOR	DCSD	TOTAL
1/1/2005 to 12/31/2005	189	30	12	33	6	283	553
1/1/2006 to 12/31/2006	466	39	24	47	17	384	977
1/1/2007 to 12/31/2007	264	26	19	53	22	173	557
1/1/2008 to 12/31/2008	308	17	19	57	18	58	477

INTO DATABASE	UNRESTRICTED	RESTRICTED CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	VISITOR	TOTAL	DENIED
1/1/2005 to 12/31/2005	428	16	34	48	6	532	28
1/1/2006 to 12/31/2006	356	13	47	49	17	482	4
1/1/2007 to 12/31/2007	442	29	93	46	22	632	6
1/1/2008 to 12/31/2008	400	59	57	23	18	557	12

MONTHLY ASSESSMENTS - 2009						
	UNRESTRICTED	RESTRICTED CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	DENIED	TOTAL
JANUARY	30	5	0	9	2	46
FEBRUARY	28	2	0	5	1	36
MARCH	40	3	3	4	0	50
APRIL	21	2	2	2	0	27
MAY	45	4	1	0	0	50
JUNE	44	9	1	0	2	56
JULY	36	5	5	1	0	47
AUGUST	28	4	5	3	1	41
SEPTEMBER	33	2	4	4	0	43
OCTOBER	28	8	8	5	0	49
NOVEMBER	32	6	1	4	0	43

NUMBER OF ELIGIBLE RIDERS	
YEAR	ACTIVE
2005	5336
2006	5315
2007	4820
2008	4895

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 
SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR NOVEMBER 2009

I. RECOMMENDED ACTION

This report is for informational purposes only. No action is required.

II. SUMMARY OF ISSUES

- Total ridership for the month of November 2009 was 530,035. Which is a decrease of 13,643 riders or -2.5% versus November 2008, while FY10 YTD ridership is down 124,375 riders or -5.2% compared to FY09 YTD.
- The top three routes in terms of percent increase (with at least 700 riders) are: Route 42-Davenport/Bonny Doon, Route 20D-Supplemental West-Side, and Route 40-Davenport
- The top three routes in terms of percent decrease (with at least 700 riders) are: Route 12-University Eastside, Route 54-Capitola/Aptos/La Selva, and Route 4-Harvey West/Emeline.
- There were 14.75 hours of dropped service amounting to 180.63 miles of dropped service in November 2009.
- The Bus Operator Lift Test for November resulted in 100% of all lifts working properly on all pull-out buses. Seventeen (17) buses reported issues with lifts while in service.

III. DISCUSSION

In the nineteen (19) weekdays, nine (9) weekend days, and two (2) holidays of November 2009, Santa Cruz METRO's total ridership was 530,035 riders. This was a loss from the previous year, decreasing by 13,643 riders or -2.5%. Recall that gasoline prices in November 2008 were \$3.90 and beyond per gallon, while November 2009 gasoline averaged close to \$2.96 per gallon. This variance in price, along with unemployment in Santa Cruz county at 12.1% in November 2009, has decrease the demand for public transportation which most likely explains the drop in overall ridership. In total, FY10 YTD ridership is 2,286,450 which is down 124,375 riders from the FY09 YTD ridership of 2,410,825 or simply -5.2%.

Route 42 also saw a strong increase from the previous November, gaining over 41% ridership increase from November 2008. This is most likely due to an increase of Santa Cruz High School students using the Route 42 on minimum days and a strong demand for night and weekend

5-6.1

service. The Route 20D a supplemental UCSC Route has gained significant ridership from November 2008, most likely due to more UCSC students having knowledge of how this supplemental route operates and using it more effectively. Route 40 to Davenport also saw a gain in ridership, probably due to more student ridership utilizing this service. Routes 12, 54, and 4 have seen significant recessions and have contributed to poor ridership with a combining loss of 1,144 riders or -16.4% to these routes. Each of these under performing routes has their unique issues. Route 12 a UCSC route which runs only once a weekday from eastside Santa Cruz, has dropped ridership as more students residing on the eastside have become less dependent of public transit. Route 54, which operates mostly on the weekends, has lost ridership most likely from a lack of demand for weekend service to the mid-county beaches. Finally, Route 4-Harvey West/Emeline has seen a drop in ridership that is most likely due to recent cutbacks in social service of which the Route 4 serves throughout the day.

There were 14.75 dropped service hours amounting to 180.63 miles of dropped service mostly due to demonstrations at UCSC which caused service detours and some mechanical issues.

In November 2009, the Bus Operator Lift Tests resulted in 100% of all pull out buses having properly functioning passenger lifts. During service, seventeen (17) buses reported issues with the passenger lifts.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

V. ATTACHMENTS

- Attachment A: November 2009 Ridership Report**
- Attachment B: November 2008 Ridership Report**
- Attachment C: FYTD % Change in Ridership**
- Attachment D: Route by Route Ridership**
- Attachment E: Dropped Service for FY10**
- Attachment F: Bus Operator Lift Test *Pull-Out***
- Attachment G: In Service Passenger Lift Problems**

Prepared by: Erich Friedrich, Provisional Transit Planner; January 12, 2010.

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Santa Cruz METRO
November 2009 Ridership Report

ROUTE	Miles	Hours	UC Student	UC Staff	Cabrillo	Full Fare	Tickets	S/D Fare	Day Pass	S/D Day Pass	Passes/ Free Fare	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	4,977.15	416.83	26532	1248	151	787	26	66	13	2	758	3	29,586	5.94	70.98	23	990
13	1,978.56	169.20	11125	523	50	194	30	11	2	0	331	0	12,266	6.20	72.49	1	341
15	6,810.31	571.75	40265	1596	238	768	34	58	7	2	994	7	43,969	6.46	76.90	11	1317
16	15,143.83	1,227.18	86465	3185	620	2868	107	213	35	18	2628	11	96,150	6.35	78.35	33	2854
19	5,627.34	416.82	24431	847	244	806	41	130	4	6	968	5	27,482	4.88	65.93	18	764
3	2,158.78	156.43	468	134	295	561	33	137	15	12	1144	86	2,885	1.34	18.44	10	77
4	1,344.35	139.33	211	66	139	356	158	146	11	24	2966	8	4,085	3.04	29.32	41	79
7	989.90	88.67	152	18	89	62	26	62	3	23	406	0	841	0.85	9.48	3	10
9	411.96	21.85	22	9	7	87	12	7	2	0	233	0	379	0.92	17.35	1	10
12A	236.95	17.10	691	118	4	13	6	3	0	1	12	0	848	3.58	49.59	0	34
20	5,882.64	391.89	19864	780	396	1057	43	128	10	11	1354	137	23,780	4.04	60.68	13	700
27x	1,265.04	108.00	4315	185	17	71	8	1	2	0	129	0	4,728	3.74	43.78	0	237
31	2,055.12	108.30	72	21	153	483	29	21	14	1	731	0	1,525	0.74	14.08	4	74
32	679.10	40.22	12	5	18	197	12	7	1	1	250	0	503	0.74	12.51	2	24
33	423.81	19.55	0	0	17	114	5	4	1	1	141	0	283	0.67	14.48	0	7
34	237.32	15.01	0	0	3	108	11	0	1	0	127	0	250	1.05	16.66	0	0
35	36,888.97	1,847.24	1234	359	2096	11186	749	1126	232	120	19962	2	37,066	1.00	20.07	53	1743
40	2,346.22	95.46	41	8	38	719	10	55	22	10	611	2	1,516	0.65	15.88	2	49
41	2,839.32	117.83	346	81	149	508	22	18	11	2	595	18	1,750	0.62	14.85	0	223
42	3,275.59	121.67	343	28	94	454	19	45	6	0	419	6	1,414	0.43	11.62	2	140
53	1,057.92	74.73	10	16	35	153	5	48	1	9	310	0	587	0.55	7.85	24	22
54	1,920.12	108.37	5	9	101	219	11	64	5	6	482	0	902	0.47	8.32	7	28
55	2,562.34	174.17	29	19	1586	590	44	105	10	18	1477	0	3,878	1.51	22.27	67	66
56	2,000.51	88.35	2	7	400	271	6	42	5	8	510	0	1,251	0.63	14.16	20	36
66	6,307.77	542.34	1492	279	829	4496	341	628	68	53	7542	10	15,738	2.50	29.02	252	528
68	4,825.30	393.98	1633	228	541	2590	141	301	57	47	4785	9	10,332	2.14	26.22	58	265
68N	1,784.95	128.56	538	44	111	732	21	51	0	2	707	0	2,206	1.24	17.16	16	143
69	3,185.96	287.55	1282	269	643	2142	180	267	36	34	3636	10	8,499	2.67	29.56	86	374
69A	14,034.52	752.98	1456	366	1121	8651	666	1194	110	103	9687	7	23,361	1.66	31.02	262	868
69N	1,576.91	126.65	372	59	361	482	12	42	0	0	687	0	2,015	1.28	15.91	9	113
69W	13,604.86	756.57	1493	424	5167	8233	567	942	108	82	9751	19	26,786	1.97	35.40	167	1048
70	2,590.29	212.99	288	80	3561	1204	149	158	13	25	2132	20	7,630	2.95	35.82	56	327
71	46,813.08	2,675.25	3132	946	13675	24947	1927	3102	242	256	26075	44	74,346	1.59	27.79	393	3168
72	4,997.08	241.62	8	30	271	1554	94	269	19	28	1149	0	3,422	0.68	14.16	28	95
74	3,056.13	178.92	9	18	145	1426	127	276	8	8	825	0	2,842	0.93	15.88	15	39
75	6,378.84	384.25	33	19	352	3539	259	529	77	61	2448	0	7,317	1.15	19.04	85	135
76	2,102.48	110.83	6	9	19	354	21	61	6	8	363	0	847	0.40	7.64	7	37
79	1,490.80	87.08	20	10	177	644	70	114	20	30	664	1	1,750	1.17	20.10	117	20
88																	
91x	5,330.16	229.20	298	142	1331	1248	248	76	24	17	1428	14	4,826	0.91	21.06	19	283
UC Supp.	1,699.59	104.92	7202	351	12	29	0	5	0	0	43	0	7,642	4.50	72.84	0	158
Night Owl	1,158.95	103.68	4941	22	22	270	2	10	0	0	80	1	5,348	4.61	51.58	0	161
TOTAL	224,050.80	13,853.32	240,838	12,558	35,278	85,173	6,272	10,522	1,201	1,029	109,540	420	502,831	2.24	36.30	1,905	17,587
ROUTE	VT/SC		ECO	Full	S/D	17	Passes/	RIDERSHIP		Passengers	Passengers	W/C	Bike				
	Day Pass	CalTrain	Pass	Fare	Tickets	Riders	Free Rides			Per Mile	Per Hour						
17	45,975.53	1,458.82	96	80	179	12530	1354	1424	134	11407			27,204	0.59	18.65	72	1745

5-10-09

SECRET

A

November Ridership 530,035

Santa Cruz METRO
November 2008 Ridership Report

ROUTE	Miles	Hours	UC			Full Fare	Cash/S/D Tickets	S/D		Passes/Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike	
			Student	Faculty	Cabrillo			Day Pass	Day Pass								
10	4,847.09	405.66	27,201	1,538	164	946	30	45	11	2	900	4	30,842	6.36	76.03	17	988
13	1,868.64	159.80	12,848	578	107	184	11	4	2	3	252	4	13,994	7.49	87.57	6	405
15	6,489.66	544.70	42,673	1,800	365	973	46	47	3	6	852	6	46,772	7.21	85.87	12	1,243
16	14,161.28	1,157.63	88,117	2,981	661	3,232	124	110	32	11	2,195	8	97,472	6.88	84.20	33	2,645
19	5,392.66	402.70	24,654	995	203	909	33	40	5	19	895	3	27,756	5.15	68.92	14	857
3	2,045.16	148.19	333	166	294	524	60	134	20	39	1,342	80	2,993	1.46	20.20	16	58
4	1,273.59	131.99	258	60	165	430	289	226	14	31	3,353	9	4,837	3.80	36.65	18	77
7	937.80	84.01	85	49	72	54	27	22	8	18	602	0	937	1.00	11.15	3	14
9	390.28	20.70	33	3	7	145	17	10	2	0	168	0	386	0.99	18.64	1	1
12A	223.79	16.15	981	35	6	25	6	4	0	0	12	0	1,070	4.78	66.23	0	37
20	5,845.57	389.52	19,653	721	318	995	72	83	12	6	1,392	114	23,368	4.00	59.99	10	687
27x	1,194.76	102.00	4,715	257	19	76	4	3	0	0	46	0	5,121	4.29	50.21	1	213
31	1,918.48	98.69	74	64	165	591	49	22	10	1	662	0	1,638	0.85	16.60	7	118
32	643.36	38.11	155	23	21	219	11	4	0	0	337	0	771	1.20	20.22	1	19
33	398.88	18.40	1	7	1	135	35	2	0	0	260	0	441	1.11	23.97	0	8
34	223.36	14.13	0	0	3	91	2	1	0	0	180	0	278	1.24	19.65	1	0
35	36,565.61	1,830.61	1,250	328	2,268	12,698	536	977	255	128	19,147	1	37,587	1.03	20.53	39	1,626
40	2,326.28	91.76	54	7	36	606	9	38	31	14	599	1	1,396	0.60	15.21	0	42
41	2,740.37	113.66	245	100	129	640	23	22	11	4	458	28	1,660	0.61	14.60	0	226
42	3,275.13	121.76	164	16	60	398	12	29	0	3	307	7	997	0.30	8.19	0	66
53	1,002.24	70.79	7	18	51	170	4	52	1	8	480	2	793	0.79	11.20	37	20
54	2,282.97	131.99	10	5	187	262	17	52	4	3	531	0	1,072	0.47	8.12	7	36
55	2,427.48	165.01	21	13	1,797	571	37	105	12	10	1,555	6	4,126	1.70	25.01	94	110
56	1,895.22	83.70	4	6	408	240	17	48	12	6	587	0	1,327	0.70	15.86	14	45
66	6,285.54	539.12	1,958	381	830	4,668	305	603	118	66	6,914	9	15,851	2.52	29.40	101	521
68	4,797.14	391.23	1,703	369	435	2,646	191	347	77	50	4,460	7	10,286	2.14	26.29	54	312
68N	1,790.75	128.56	606	105	118	664	18	42	0	0	780	0	2,333	1.30	18.15	6	148
69	3,038.41	273.92	1,546	354	500	2,385	195	308	32	37	4,077	16	9,451	3.11	34.50	58	329
69A	13,994.72	749.44	1,419	596	909	8,794	662	1,024	151	105	8,509	14	22,184	1.59	29.60	157	722
69N	1,493.91	119.99	383	60	346	486	22	37	0	0	712	0	2,045	1.37	17.05	6	116
69W	13,527.92	750.74	1,851	430	4,093	8,897	542	877	114	93	9,472	17	26,387	1.95	35.15	140	953
70	2,446.39	201.16	289	118	3,668	1,347	114	170	13	7	2,313	23	8,062	3.30	40.08	30	336
71	46,350.68	2,647.62	2,880	1,086	12,391	25,426	1,937	3,145	313	237	24,559	86	72,061	1.55	27.22	341	3,060
72	4,734.07	228.91	3	25	238	1,640	105	369	20	31	1,328	0	3,759	0.79	16.42	17	66
74	2,895.28	169.51	6	23	91	1,658	84	292	19	35	1,045	0	3,253	1.12	19.19	4	33
75	6,378.84	384.25	27	38	286	3,989	195	656	78	54	2,518	0	7,841	1.23	20.41	51	156
76	2,312.73	121.94	3	9	5	402	19	73	8	8	348	0	875	0.38	7.18	2	14
79	1,412.33	82.49	3	38	173	581	64	253	19	49	715	0	1,895	1.34	22.97	72	32
88	399.24	40.00	2	0	1	5	3,956	0	0	0	1,422	0	5,386	13.49	134.65	1	1
91x	5,079.24	218.38	157	98	1,178	1,265	187	136	55	23	1,679	3	4,781	0.94	21.89	8	246
UC Supp.	285.67	17.12	5,564	282	14	29	0	4	0	0	36	6	5,935	20.78	346.67	0	54
Night Owl	1,158.95	103.68	5,409	61	31	225	6	26	0	0	49	0	5,807	5.01	56.01	0	33
TOTAL	218,751.43	13,509.72	247,346	13,844	32,815	90,223	10,075	10,444	1,466	1,108	108,049	457	515,826	2.36	38.18	1,379	16,674

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ROUTE	VTA/SC		ECO Pass	Full Fare	S/D Riders	17		Passes/Free Rides	RIDERSHIP	Passengers Per Mile	Passengers Per Hour	W/C	Bike		
	Day Pass	Caltrain				Day Pass	Free Rides								
17	45,114.31	1,425.98	45	86	257	11,639	1,183	1,186	117	11,023	27,852	0.62	19.53	58	1,203

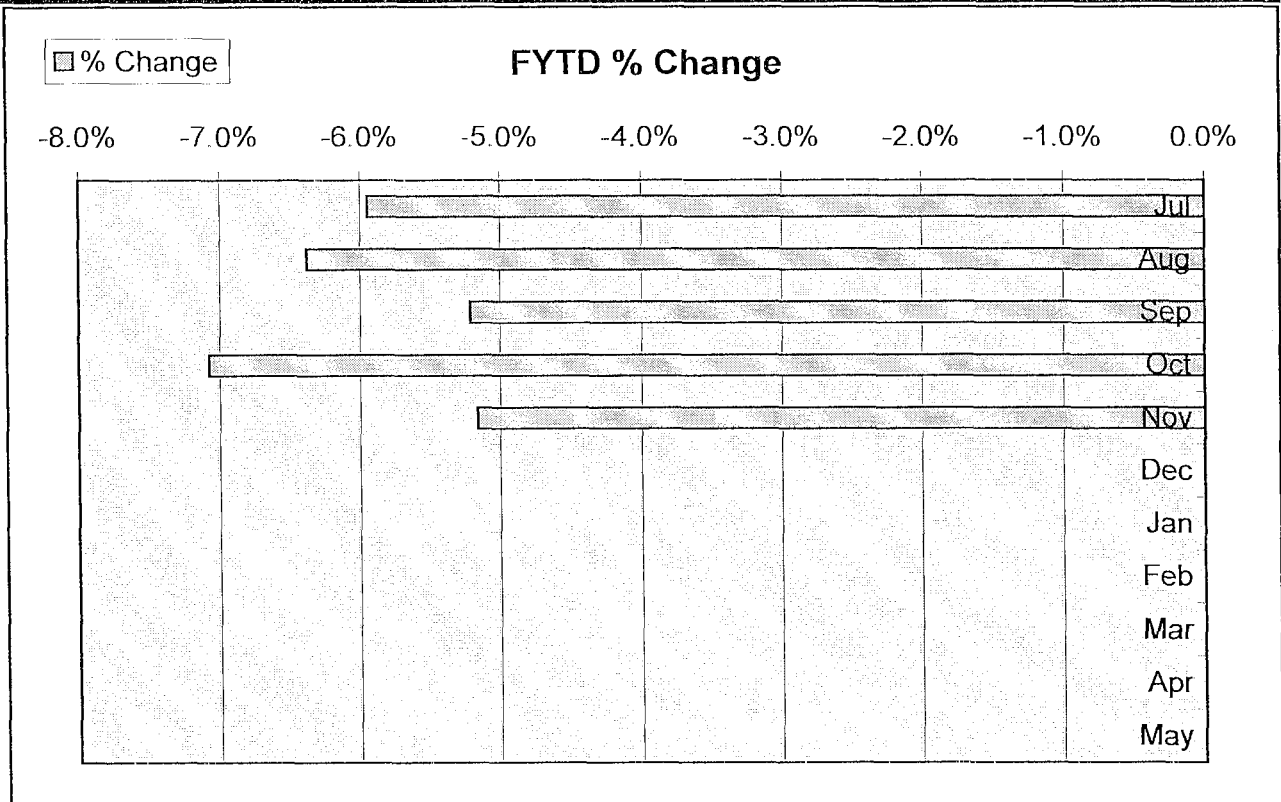
November Ridership 543,678

B

FYTD % Change in Ridership
Through November 2009

Attachment C

	FY10 YTD Ridership	FY09 YTD Ridership	% Change
Jul	335,537	356,739	-5.9%
Aug	650,763	695,099	-6.4%
Sep	1,107,101	1,167,955	-5.2%
Oct	1,756,415	1,890,113	-7.1%
Nov	2,286,450	2,410,825	-5.2%
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			



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Route by Route Ridership

Attachment **D**

November 2009						
	Route	Destination	FY10 Riders	FY09 Riders	+/- from last year	%
1	42	Davenport/Bonny Doon	1,414	997	417	41.8%
2	Sup	Route 20 Supplemental	7,642	5,935	1,707	28.8%
3	40	Davenport	1,516	1,396	120	8.6%
4	41	Bonny Doon	1,750	1,660	90	5.4%
5	69A	Santa Cruz/Capitola/ Watsonville	23,361	22,184	1,177	5.3%
6	71	Watsonville/Santa Cruz	74,346	72,061	2,285	3.2%
7	20	University via Westside	23,780	23,368	412	1.8%
8	69W	Santa Cruz/Capitola/Cabrillo Watsonville	26,786	26,387	399	1.5%
9	91	Santa Cruz-Watsonville Express	4,826	4,781	45	0.9%
10	68	Live Oak via Broadway/Portola	10,332	10,286	46	0.5%
11	66	Live Oak via 17th Avenue	15,738	15,851	-113	-0.7%
12	19	University via Lower Bay	27,482	27,756	-274	-1.0%
13	16	University via Laurel East	96,150	97,472	-1,322	-1.4%
14	35	San Lorenzo Valley	37,066	37,587	-521	-1.4%
15	69N	Santa Cruz/Capitola Cabrillo Night	2,015	2,045	-30	-1.5%
16	9	Prospect Heights	379	386	-7	-1.8%
17	17	Santa Cruz/San Jose	27,204	27,852	-648	-2.3%
18	76	Corralitos/Buena Vista	847	875	-28	-3.2%
19	3	Natural Bridges	2,885	2,993	-108	-3.6%
20	10	University via High St.	29,586	30,842	-1,256	-4.1%
21	70	Santa Cruz/Cabrillo	7,630	8,062	-432	-5.4%
22	68N	Beach/Broadway/Portola Night	2,206	2,333	-127	-5.5%
23	56	Capitola/La Selva	1,251	1,327	-76	-5.7%
24	15	University via Laurel West	43,969	46,772	-2,803	-6.0%
25	55	Capitola/Rio Del Mar	3,878	4,126	-248	-6.0%
26	75	Green Valley	7,317	7,841	-524	-6.7%
27	31	Santa Cruz/Scotts Valley	1,525	1,638	-113	-6.9%
28	79	East Lake	1,750	1,895	-145	-7.6%
29	27x	University Express	4,728	5,121	-393	-7.7%
30	N/O	Night Owl	5,348	5,807	-459	-7.9%
31	72	Corralitos	3,422	3,759	-337	-9.0%
32	34	South Felton	250	278	-28	-10.0%
33	69	Santa Cruz/Capitola	8,499	9,451	-952	-10.1%
34	7	Beach St	841	937	-96	-10.2%
35	13	University via Walnut	12,266	13,994	-1,728	-12.3%
36	74	Ohlone Parkway/Rolling Hills	2,842	3,253	-411	-12.6%
37	4	Harvey West/Emeline	4,085	4,837	-752	-15.5%
38	54	Capitola/Aptos/La Selva	902	1,072	-170	-15.9%
39	12	University/Eastside Direct	848	1,070	-222	-20.7%
40	53	Capitola/Dominican	587	793	-206	-26.0%
41	32	Santa Cruz/Scotts Valley	503	771	-268	-34.7%
42	33	Lompico	283	441	-158	-35.8%
43	88	Armory	0	5,386	-5,386	-100.0%
TOTALS			530,035	543,678	-13,643	-2.5%

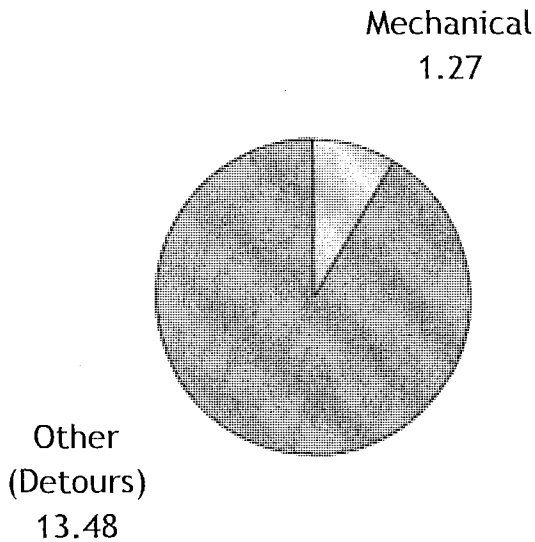
5-6.d1

Dropped Service for FY10

Attachment 4

	FY07		FY08		FY09		FY10	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	5.02	96.88	5.53	90.97	81.53	1482.81	10.35	208.64
August	15.02	276.46	4.93	110.45	1.13	23.95	32.77	894.57
September	11.30	160.72	9.00	191.05	11.50	194.51	17.30	240.17
October	37.52	540.19	9.52	122.24	29.75	555.98	13.02	234.98
November	37.55	477.48	3.32	45.89	11.60	59.92	14.75	180.63
December	6.08	143.84	18.97	241.87	1.58	26.64		
January	12.24	188.23	49.20	453.86	0.97	10.95		
February	13.07	188.23	53.53	717.31	25.18	488.75		
March	7.13	133.30	22.50	315.63	18.73	452.08		
April	4.85	43.67	40.75	586.55	19.57	310.04		
May	16.00	241.42	16.40	246.82	19.33	284.60		
June	62.19	802.29	52.05	882.35	5.85	73.64		
TOTAL	227.96	3,292.71	285.70	4,004.99	226.74	3,963.85	88.18	1,758.98

Dropped Service Breakdown for November 2009



5-6.e1

BUS OPERATOR LIFT TEST *PULL-OUT*

	A	B	C	D	E	F	
VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/LOW FLOOR - 35'	18	2	16	10	7	10	100%
FLYER/LOW FLOOR - 40'	12	1	10	7	4	7	100%
FLYER/HIGHWAY 17 - 40'	7	1	6	1	6	1	100%
ORION/HIGHWAY 17 - 40'	11	3	7	6	1	6	100%
CNG/HIGHWAY 17 - 40'	5	1	4	3	2	3	100%
CNG NEW FLYER - 40'	18	4	14	13	1	13	100%
DIESEL CONVERSION - 35'	15	4	11	10	1	10	100%
DIESEL CONVERSION - 40'	14	5	9	7	2	7	100%
GILLIG/SAM TRANS - 40'	10	1	8	4	4	4	100%
GOSHEN	1	0	1	1	1	1	100%
TROLLEY	1	0	1	0	1	0	100%

5-6.f1

5-6.f1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

Attachment **G**

MONTH OF NOVEMBER 2009

BUS #	DATE	DAY	REASON
9833 GIL 40	4-Nov	Wednesday	Kneel switch not working won't come out of kneel.
9815 LFF 35	8-Nov	Sunday	Lift ramp won't stow.
9831 GIL 40	10-Nov	Tuesday	Kneel does not activate interlock broke.
9836 GIL 40	10-Nov	Tuesday	Ramp would not deploy.
9827 LFF 40	12-Nov	Tuesday	Ramp doesn't work.
2203 CNG LFF 40	15-Nov	Sunday	Check the kneel sometimes the air does not come back up and bus bottoms out.
9827 LFF 40	17-Nov	Tuesday	Ramp does not deploy on it's own.
9812 LFF 35	17-Nov	Tuesday	Lift doesn't work at times.
2208 CNG LFF 40	17-Nov	Tuesday	Ramp deploy must be started by hand to work.
9827 LFF 40	18-Nov	Wednesday	Unable to read description.
9812 LFF 35	19-Nov	Thursday	Very slow to deploy. Stows okay. Check it out.
9827 LFF 40	19-Nov	Thursday	Ramp does not deploy
2203 CNG LFF 40	20-Nov	Friday	Curb side w/c asrea splattered with mustard on straps.
9812 LFF 35	23-Nov	Monday	ramp will not stow all the way.
9812 LFF 35	25-Nov	Wednesday	Platform sticks up 1 inch in stow position. Tripping hazard.
2310 17 ORI 40	25-Nov	Wednesday	Had difficulties getting lift to stow all the way.
9812 LFF 35	30-Nov	Wednesday	Ramp is stuck, won't go down all the way.

- F New Flyer
- G Gillig
- C Champion
- LF Low Floor Flyer
- GM GMC
- CG CNG
- CN SR855 & SR854
- OR Orion/Hwy 17

5-6.91

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager



SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR NOVEMBER 2009

I. RECOMMENDED ACTION

This report is for informational purposes only. No action is required

II. SUMMARY OF ISSUES

- Total ridership for the month of November 2009 was 27,204. Which is an decrease of 648 riders or -2.33% from November 2008.
- FY10 average ridership per weekday was 975. This is a 8.2% decrease from FY09
- FY10 riders per revenue hour was 16.80 riders per hour, which is a 9.7% decrease from FY09.
- November 2009 Highway 17 Express operating costs was \$141,545.21 with November 2009 fare revenue at \$100,974.32 and additional funds from AMTRAK and SJSU at \$13,069.05 resulting in a 80.6% cost recovery ratio.

III. DISCUSSION

In the nineteen (19) weekdays, nine (9) weekend days, and two (2) holidays of November 2009, the Highway 17 Express total ridership was 27,204 riders. This was a loss from the previous year, decreasing by 648 riders or simply -2.33%.

FY10 average weekday ridership on the Highway 17 Express was 975 riders per weekday, a 8.2% decrease from 1,063 riders per weekday in FY09. Simultaneously Highway 17 Express has seen an 9.7% decrease in riders per revenue hour from 18.62 riders per revenue hour to 16.80 riders per revenue hour. These decreases in ridership are most likely due to much lower gasoline prices in November 2009 than in November 2008 as well as an increase in unemployment in both Santa Clara and Santa Cruz counties.

The operating costs of the Highway 17 Express for November 2009 was \$141,545.21. A staggering 80.6% of the operating costs were recovered from fare revenue of \$99,193.20 and additional funds from AMTRAK and SJSU of \$13,069.05 totaling to \$114,043.37 in November 2009. Please see attachments regarding these figures.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

5-7.1

V. ATTACHMENTS

- Attachment A: Highway 17 Express Operating Statistics Summary Fiscal Year 2010**
- Attachment B: Highway 17 Express Revenue & Expenditure Summary**
- Attachment C: Highway 17 Express Operating Statistics Summary Fiscal Year 2009**

Prepared by: Erich Friedrich, Provisional Transit Planner; January 12, 2010.

5-7.2

HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

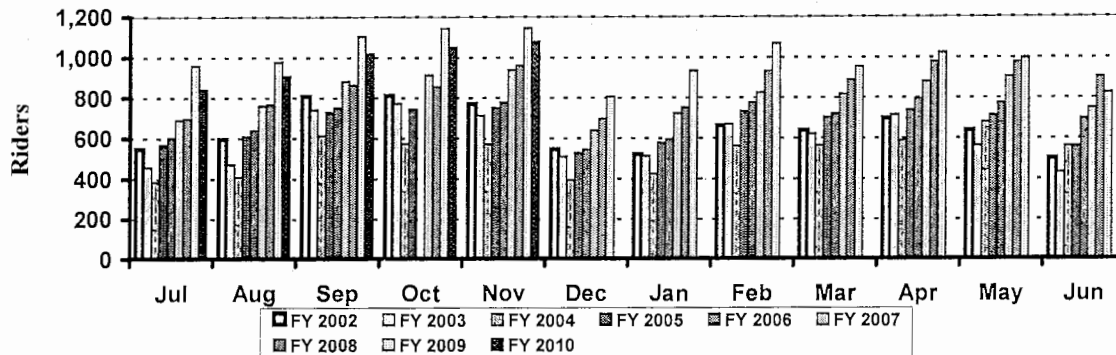
FISCAL YEAR 2010

MONTHLY	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
Total Ridership	23,566	24,127	26,172	29,411	27,204							
Avg. Weekday Ridership	842	908	1,020	1,049	1,076							
Avg. Saturday Ridership	533	510	522	652	544							
Avg. Sunday Ridership	519	502	535	767	656							
Total Service Days	31	31	30	31	30							
Number of Weekdays	23	21	21	22	19							
Number of Saturdays	4	5	4	5	4							
Numbers of Sundays	4	5	5	4	7							
Revenue Hours	1,618	1,552	1,523	1,590	1,482							

QUARTERLY	Q1			Q2			Q3			Q4		
Total Ridership	73,865											
Avg. Weekday Ridership	921											
Avg. Saturday Ridership	521											
Avg. Sunday Ridership	519											
Revenue Hours	4,694											

FYTD	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
Total Ridership	23,566	47,693	73,865	103,276	130,480							
Avg. Weekday Ridership	842	873	921	953	975							
Avg. Saturday Ridership	533	520	521	557	555							
Avg. Sunday Ridership	519	510	519	574	597							
Revenue Hours	1,618	3,170	4,694	6,283	7,765							

HIGHWAY 17 EXPRESS
Average Weekday Ridership History



FYTD COMPARISON
2010 vs. 2009

	FY 2010		FY 2009		Percent Change
	Jul '09 to Jun '10	Jul '08 to Jun '09	Jul '08 to Jun '09	Jul '08 to Jun '09	
# of Weekdays	106	105	106	105	1.0%
Total Ridership	130,480	139,474	130,480	139,474	-6.4%
Avg. Wkday Ridership	975	1,063	975	1,063	-8.2%
Avg Sat Ridership	555	569	555	569	-2.5%
Avg Sun Ridership	597	592	597	592	0.9%
Revenue Hours	7,765	7,492	7,765	7,492	3.6%
Riders Per Rev. Hour	16.80	18.62	16.80	18.62	-9.7%

Attachment A

**HIGHWAY 17 EXPRESS
REVENUE & EXPENDITURE SUMMARY
FISCAL YEAR 2010**

PERIOD	TOTAL COST *	REVENUE							RATIOS				VTA COST SUMMARY			JPA COST SUMMARY		
		PASSENGER FARE REVENUE					ADDITIONAL FUNDS		TOTAL REVENUE	Ridership	Average Fare per Rider	Total Cost per Rider	Cost Recovery	Billed to VTA	VTA Fare Revenue	VTA Net Cost	TOTAL JPA Cost	JPA Cost per Rider
		FAREBOX	SCMTD Pass Sales	VTA Pass Sales	VTA EcoPass	Total Fare Revenue	SJSU** Funded	AMTRAK Funded										
Jul '09	\$155,343.40	\$54,382.61	\$14,362.50	\$9,810.00	\$1,120.00	\$79,675.11		\$10,361.00	\$90,036.11	23,566	\$3.38	\$6.59	58.0%	\$43,583.65	\$10,930.00	\$32,653.65	\$65,307.29	\$2.77
Aug '09	\$148,122.32	\$57,058.06	\$15,222.50	\$9,360.00	\$940.00	\$82,580.56	\$279.28	\$10,361.00	\$93,220.84	24,127	\$3.42	\$6.14	62.9%	\$37,750.74	\$10,300.00	\$27,450.74	\$54,901.48	\$2.28
Sep '09	\$145,713.48	\$56,350.07	\$17,092.50	\$17,460.00	\$828.00	\$91,730.57	\$2,117.96	\$10,348.15	\$104,196.68	26,172	\$3.50	\$5.57	71.5%	\$39,046.40	\$18,288.00	\$20,758.40	\$41,516.80	\$1.59
Oct '09	\$152,325.81	\$63,785.70	\$18,733.50	\$15,750.00	\$924.00	\$99,193.20	\$2,489.96	\$10,460.59	\$112,143.75	29,411	\$3.37	\$5.18	73.6%	\$36,765.03	\$16,674.00	\$20,091.03	\$40,182.06	\$1.37
Nov '09	\$141,545.21	\$67,168.82	\$17,159.50	\$15,930.00	\$716.00	\$100,974.32	\$2,198.20	\$10,870.85	\$114,043.37	27,204	\$3.71	\$5.20	80.6%	\$30,396.92	\$16,646.00	\$13,750.92	\$27,501.84	\$1.01
FYTD 2010	\$743,050.22	\$298,745.26	\$82,570.50	\$68,310.00	\$4,528.00	\$454,163.76	\$7,085.40	\$52,401.59	\$513,640.75	130,480	\$3.48	\$5.69	69.1%	\$187,542.74	\$72,838.00	\$114,704.74	\$229,409.47	\$1.76
FYTD 2009	\$738,581.75	\$283,824.22	\$82,864.50	\$88,740.00	\$5,584.00	\$461,012.72	\$6,937.52	\$51,002.52	\$518,952.76	139,474	\$3.31	\$5.30	70.3%	\$204,138.51	\$94,324.00	\$109,814.51	\$219,628.99	\$1.57
Percent Change	0.6%	5.3%	-0.4%	-23.0%	-18.9%	-1.5%	2.1%	2.7%	-1.0%	-6.4%	5.3%	7.5%	-1.6%	-8.1%	-22.8%	4.5%	4.5%	11.7%

FYTD 2009 Percent of Passenger Fare Revenues	65.8%	18.2%	15.0%	1.0%
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Abbreviations: SCMTD = Santa Cruz Metropolitan Transit District
SJSU = San Jose State University

* SCMTD Invoice
** Expenses for SJSU blocks less farebox for SJSU blocks

5-7.61

Statement
B

HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

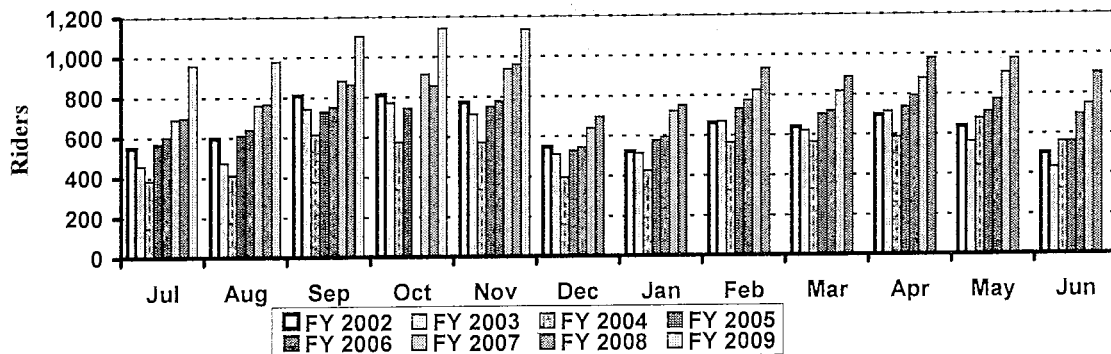
FISCAL YEAR 2009

MONTHLY	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	26,183	27,827	31,546	27,852							
Avg. Weekday Ridership	959	977	1,101	1,142	1,133							
Avg. Saturday Ridership	540	566	550	625	567							
Avg. Sunday Ridership	531	565	500	697	660							
Total Service Days	31	31	30	31	30							
Number of Weekdays	22	21	21	23	18							
Number of Saturdays	4	5	4	4	5							
Numbers of Sundays	5	5	5	4	7							
Revenue Hours	1,485	1,451	1,468	1,633	1,456							

QUARTERLY	Q1			Q2			Q3			Q4		
Total Ridership	79,919											
Avg. Weekday Ridership	1,012											
Avg. Saturday Ridership	553											
Avg. Sunday Ridership	532											
Revenue Hours	4,403											

FYTD	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	52,092	79,919	111,465	139,317							
Avg. Weekday Ridership	959	968	1,012	1,046	1,061							
Avg. Saturday Ridership	540	554	553	570	569							
Avg. Sunday Ridership	531	548	532	567	592							
Revenue Hours	1,485	2,936	4,403	6,037	7,492							

HIGHWAY 17 EXPRESS Average Weekday Ridership History



FYTD COMPARISON 2009 vs. 2008


	FY 2009		FY 2008		Percent Change
	Jul '08 to Dec '08	Jul '07 to Dec '07	Jul '08 to Dec '08	Jul '07 to Dec '07	
# of Weekdays	105	106	105	106	-0.9%
Total Ridership	139,317	107,616	139,317	107,616	29.5%
Avg. Wkday Ridership	1,061	826	1,061	826	28.5%
Avg Sat Ridership	569	420	569	420	35.5%
Avg Sun Ridership	562	408	562	408	37.9%
Revenue Hours	7,492	7,189	7,492	7,189	4.2%
Riders Per Rev. Hour	17.65	14.52	17.65	14.52	21.6%

5-7-09

2009-07-07 10:00 AM

D

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ
MONTHLY SERVICE REPORT FOR THE MONTH OF NOVEMBER
2009

I. RECOMMENDED ACTION

This report is for information purposes only. No action is required

II. SUMMARY OF ISSUES

- There were eighteen (18) school-term days in November 2009 and seventeen (17) in November 2008.
 - Revenue received from UCSC was \$319,759.62 versus \$310,209.41; an increase of 3.1%
 - System-wide UCSC ridership decreased by 9.0% FYTD.
 - Total student ridership decreased by 8.1% FYTD.
 - Total Faculty/Staff ridership decreased by 19.1% FYTD.
 - Average Student ridership per school day increased by 0.7%
 - Average Faculty/Staff ridership per weekday decreased by 23.1%

III. DISCUSSION

For the month of November 2009, there were eighteen (18) school-term days.

UCSC Revenue in November 2009 increased a total of \$9,550.21 or 3.1% over November 2008. This increase was most likely caused by an additional day of school term service. UCSC ridership for all Santa Cruz METRO service in November 2009 was negative compared to November 2008, with a decrease of 9.0% FYTD. Monthly comparisons included a 0.7% increase in Average Student ridership per school day and a 23.1% decrease in Average Faculty/Staff ridership per weekday in November 2009 from November 2008. After several conversations with university staff, it has been determined that shifts in student demographics are mostly responsible for the losses in ridership. The university, in the previous year, has reduced the number of incoming first year Freshmen while simultaneously raising the number of accepted Junior transfer students. Of the two groups, Junior transfer students tend to be less transit dependent than first year Freshmen, therefore effect on ridership is negative even though UCSC attendance is slightly more than in previous years.

5-8.1

Please see attached graphs that will depict average UCSC Student and Faculty/Staff ridership increasing by 0.7% and 23.1% respectively.

IV. FINANCIAL CONSIDERATIONS.

Total revenue received as of November 2009 is negative \$45,936.39 or 4.27% FYTD under November 2008 actuals.

V. ATTACHMENTS

- Attachment A: Total UCSC Monthly Revenue**
- Attachment B: Total UCSC Ridership**
- Attachment C: Monthly UCSC Ridership**
- Attachment D: Total UCSC Student Ridership**
- Attachment E: Total UCSC Faculty/Staff Ridership**

Prepared by: Erich Friedrich, Provisional Transit Planner; January 12, 2010.

5-8.2

Total UCSC Monthly Revenue

FY 09 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-08	\$ 40,787.95	\$ 14,367.08	-	\$ 9,719.80	-	\$ 64,874.83	\$ 48,944.00	32.5%	\$ 15,930.83
Aug-08	\$ 43,773.78	\$ 16,273.16	-	\$ 10,973.81	-	\$ 71,020.75	\$ 55,280.33	28.5%	\$ 15,740.42
Sep-08	\$ 151,871.29	\$ 18,162.59	\$ 3,763.96	\$ 2,563.82	\$ 2,007.46	\$ 178,369.12	\$ 126,441.28	41.1%	\$ 51,927.84
Oct-08	\$ 408,791.24	\$ 21,030.79	\$ 13,538.41	\$ 1,999.52	\$ 5,435.42	\$ 450,795.38	\$ 373,239.85	20.8%	\$ 77,555.53
Nov-08	\$ 274,825.68	\$ 15,381.16	\$ 10,512.74	\$ 5,500.47	\$ 3,989.36	\$ 310,209.41	\$ 278,625.33	11.3%	\$ 31,584.08
Dec-08	\$ 129,527.31	\$ 11,581.57	\$ 4,892.43	\$ 3,560.21	\$ 2,118.85	\$ 151,680.37	\$ 144,450.71	5.0%	\$ 7,229.66
Jan-09	\$ 324,761.80	\$ 15,605.62	\$ 11,679.83	\$ 297.04	\$ 3,803.13	\$ 356,147.42	\$ 291,196.34	22.3%	\$ 64,951.08
Feb-09	\$ 313,712.45	\$ 16,053.38	\$ 12,788.37	\$ 893.73	\$ 4,582.22	\$ 348,030.15	\$ 316,841.16	9.8%	\$ 31,188.99
Mar-09	\$ 256,439.79	\$ 16,335.68	\$ 7,795.60	\$ 1,419.89	\$ 4,529.94	\$ 286,520.90	\$ 248,308.68	15.4%	\$ 38,212.22
Apr-09	\$ 337,553.59	\$ 16,412.05	\$ 13,858.64	\$ 657.89	\$ 6,013.28	\$ 374,495.45	\$ 344,270.47	8.8%	\$ 30,224.98
May-09	\$ 300,396.54	\$ 15,066.45	\$ 12,869.92	\$ 1,647.19	\$ 6,425.82	\$ 336,405.92	\$ 323,061.52	4.1%	\$ 13,344.40
Jun-09	\$ 136,348.98	\$ 14,611.75	\$ 4,245.33	\$ 1,648.20	\$ 3,218.69	\$ 160,072.95	\$ 155,257.04	3.1%	\$ 4,815.91
FY 2009	\$ 2,718,790.40	\$ 190,881.28	\$ 95,945.23	\$ 40,881.57	\$ 42,124.17	\$ 3,088,622.65	\$ 2,705,916.71	14.1%	\$382,705.94
FY 10 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-09	\$48,734.00	\$13,306.66				\$62,040.66	\$ 64,874.83	-4.4%	-\$2,834.17
Aug-09	\$41,885.71	\$13,429.30				\$55,315.01	\$ 71,020.75	-22.1%	-\$15,705.74
Sep-09	\$153,393.69	\$15,756.32	\$2,760.13	\$652.54	\$2,408.04	\$174,970.72	\$ 178,369.12	-1.9%	-\$3,398.40
Oct-09	\$385,944.49	\$16,972.17	\$10,275.05	\$0.00	\$4,055.38	\$417,247.09	\$ 450,795.38	-7.4%	-\$33,548.29
Nov-09	\$291,654.82	\$15,207.74	\$7,550.34	\$918.86	\$4,427.86	\$319,759.62	\$ 310,209.41	3.1%	\$9,550.21
Dec-09									
Jan-10									
Feb-10									
Mar-10									
Apr-10									
May-10									
Jun-10									
FY 2010 Total	\$921,612.71	\$74,672.19	\$20,585.52	\$1,571.40	\$10,891.28	\$1,029,333.10	\$1,075,269.49	-4.27%	-\$45,936.39

5-8.21

Hester A

Total UCSC Ridership

FY 2009 UCSC Ridership														
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Student	37,662	40,419	131,263	353,320	273,202	114,975	280,693	271,143	221,642	291,749	259,634	117,847	2,393,549	
Staff	13,266	15,026	15,698	18,177	15,302	11,263	13,488	13,875	14,119	14,185	13,022	12,629	170,050	
Total	50,928	55,445	146,961	371,497	288,504	126,238	294,181	285,018	235,761	305,934	272,656	130,476	2,563,599	
Percentage Difference Between This Year and Last Year														
Student	15.3%	7.1%	39.9%	8.1%	11.5%	4.0%	18.4%	6.4%	14.4%	6.1%	2.1%	0.4%	9.9%	
Staff	-15.5%	-11.5%	1.9%	-4.7%	-2.9%	-1.0%	-14.9%	-19.8%	-14.0%	-23.3%	-27.6%	-15.3%	-12.9%	
Total	5.3%	1.3%	34.5%	7.4%	10.7%	3.5%	16.3%	4.7%	12.2%	4.3%	0.1%	-1.4%	8.0%	
FY 2010 UCSC Ridership														
Year	July	August	September	October	November	December	January	February	March	April	May	June	Total	
Student	42,121	36,202	130,437	318,699	240,838								768,297	
Staff	11,501	11,607	13,030	14,015	12,558								62,711	
Total	53,622	47,809	143,467	332,714	253,396	0	0	0	0	0	0	0	831,008	
Percentage Difference Between This Year and Last Year														
Student	11.8%	-10.4%	-0.6%	-9.8%	-11.8%									
Staff	-13.3%	-22.8%	-17.0%	-22.9%	-17.9%									
Total	5.3%	-13.8%	-2.4%	-10.4%	-12.2%									
						UCSC Ridership FYTD	FYTD 2009	FYTD 2010						
						Student	835,866	768,297	-8.1%					
						Staff	77,469	62,711	-19.1%					
						TOTAL	913,335	831,008	-9.0%					

5-8.61

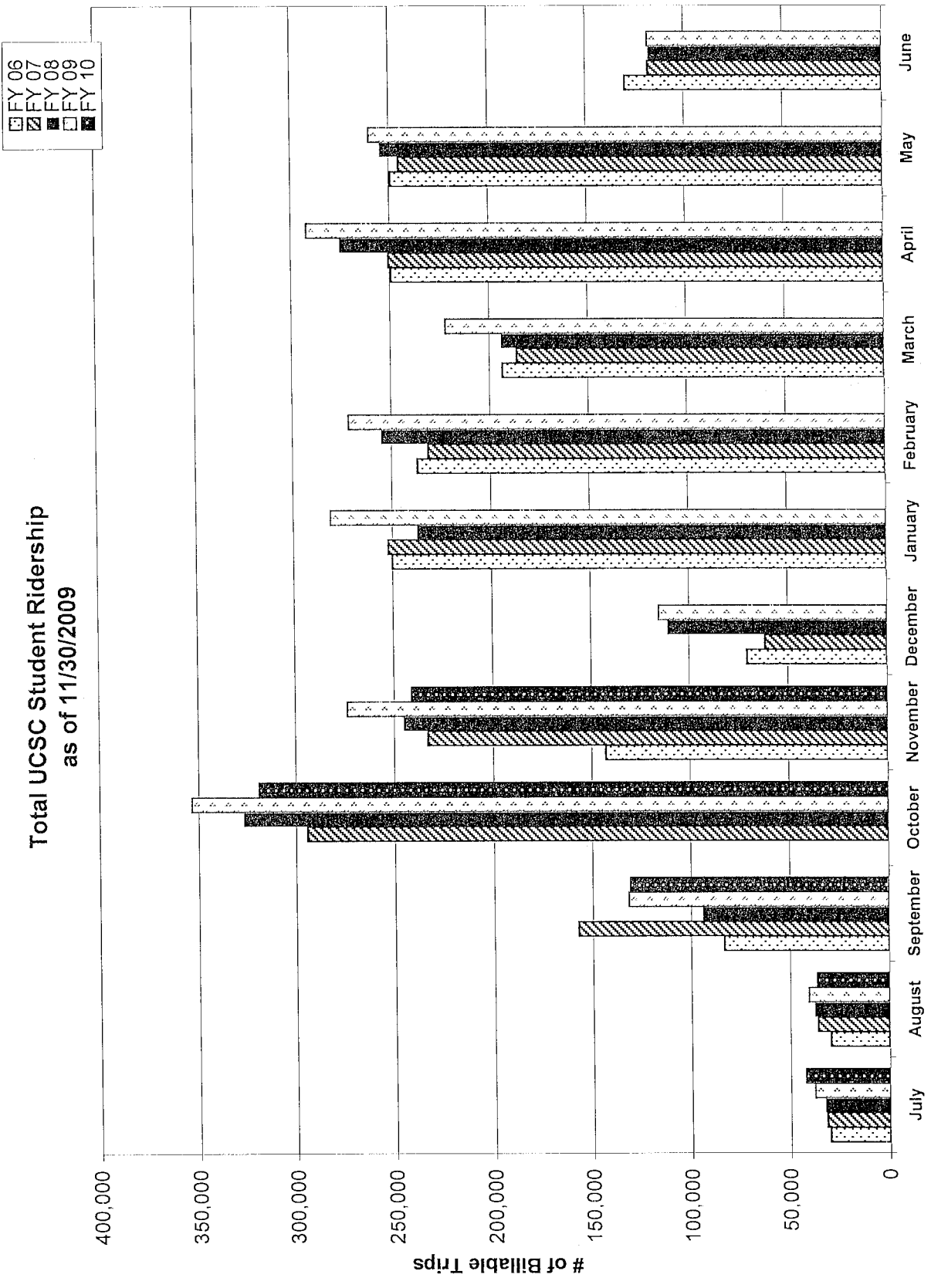
Attachment B

Monthly UCSC Ridership

November 2009	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Day			Average Faculty/Staff Ridership Per Weekday		
	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%
Regular Service	224,390	257,868	-13.0%	12,000	14,719	-18.5%	11,369.0	11,177.5	1.7%	666.7	865.8	-23.0%
Supplemental	7,202	6,103	18.0%	351	344	2.0%	400.1	359.0	11.5%	19.5	20.2	-3.6%
Night Owl	4,941	6,379	-22.5%	22	55	-60.0%	274.5	375.2	-26.8%	0.1	3.2	-96.9%
27x	4,315	4,830	-10.7%	185	272	-32.0%	239.7	284.1	-15.6%	10.3	16.0	-35.8%
TOTAL	240,848	275,180	-12.5%	12,558	15,390	-18.4%	12,283.3	12,195.9	0.7%	696.5	905.3	-23.1%

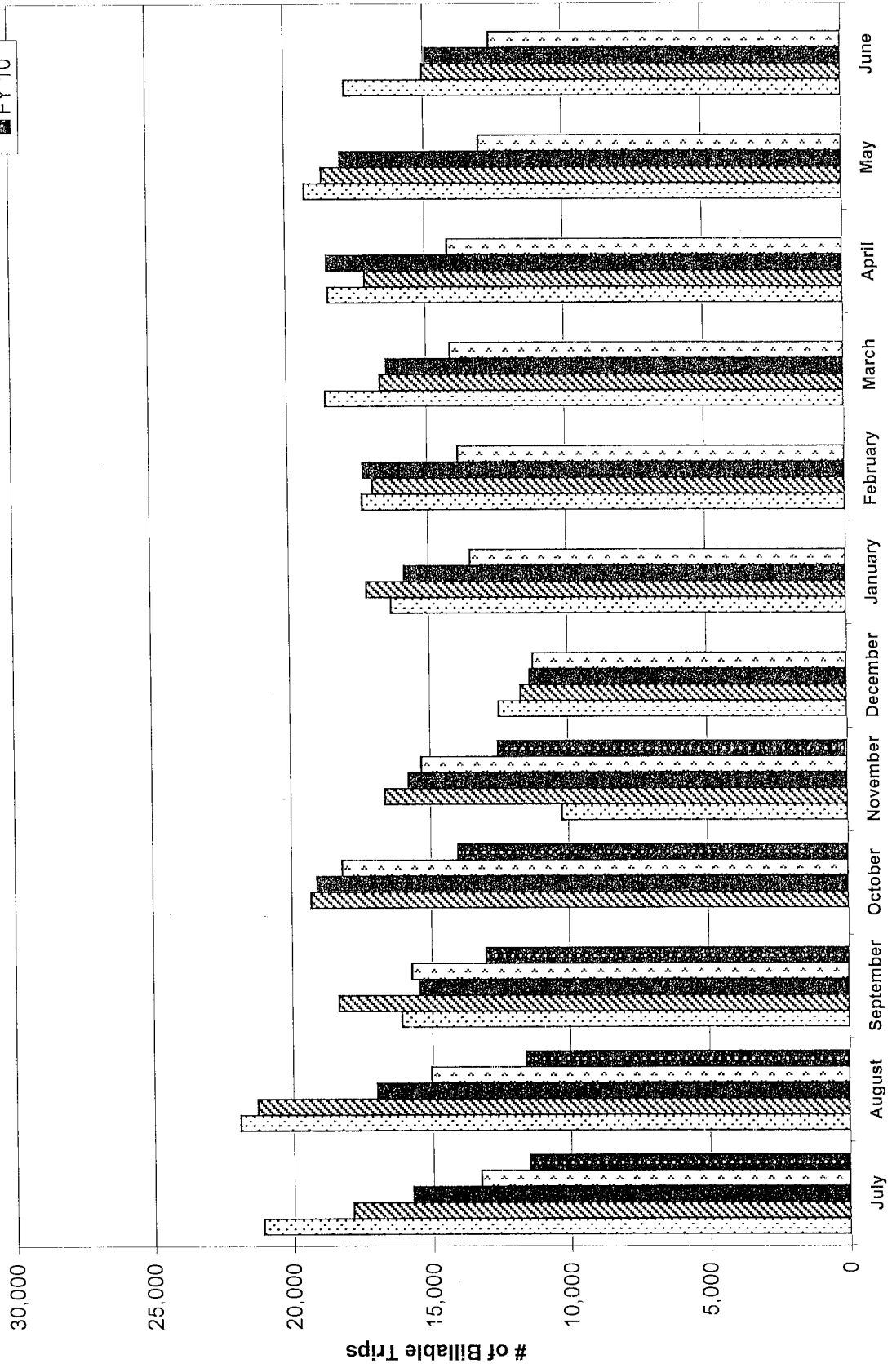
5-8.01

Attachment
C



FY 06
 FY 07
 FY 08
 FY 09
 FY 10

Total UCSC Faculty/Staff Ridership
 as of 11/30/2009



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

That the Board of Directors accept and file the MetroBase Status Report.

II. SUMMARY OF ISSUES

- Maintenance Building
 - West Bay is continuing with site work on 2nd half of site.
 - Painting
 - Offices
 - Equipment installation
 - Floor finish
 - Street work
- Operations Building
 - RNL has repackaged the Operations Building.
 - Invitation For Bids(IFB) is pending State release of Proposition 1B Bond Funds.
- Vernon Administration Building
 - On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz
 - DMC is continuing to work on punch list items.

III. DISCUSSION

West Bay Builders is continuing to work on second phase of the Maintenance Building. Current work are painting, offices, equipment installation, floor finish, and street work. Equipment has been relocated from METRO existing facility at 111 Du Bois Street. The temporary wall connecting the 1st half to the 2nd half was removed. Construction meetings are held weekly to maintain current project schedule. West Bay is estimating completion of project in February 2010.

In regards to the Operations Building, RNL Design has completed the re-package of the Operations Building. The plans have been reviewed by the City of Santa Cruz, and plan checked by Bureau Veritas. Invitation for Bids is pending State release of Proposition 1B Bond Funds.

5-9.1

On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz. DMC Construction is continuing to work on punch list items. Few items are left and METRO will be closing out the project.

Information for the MetroBase Project can be viewed at <http://www.scmtd.com/metrobase>
Information on the project, contact information, and MetroBase Hotline number (831) 621-9568 can be viewed on the website.

New updates on the MetroBase Project:

- West Bay continuing work.
- DMC finalizing punch list.

Previous information regarding the MetroBase Project:

- A. Maintenance Building (IFB 06-01)
 - West Bay working on 2nd half site work, and punch-list items for 1st half.
 - IFB 06-01 Maintenance Building awarded to West Bay Builders.
 - Weekly Construction Meetings.
- B. Operations Building
 - RNL Design Operations Building re-package complete.
 - Invitation For Bids is pending State release of Proposition 1B Bond Funds.
- C. Vernon Administration Building (IFB 09-10)
 - Wald, Ruhnke & Dost Architects completed bid set.
 - Invitation For Bids 09-10 due March 24, 2009.
 - On April 24, 2009, the Board of Directors approved a contract with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.
 - Notice-to-Proceed for Vernon project is May 6, 2009.
 - On December 5, 2009, METRO relocated to 110 Vernon Street, Santa Cruz, CA.

IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Maintenance Building, and Vernon Administration Building Components of the MetroBase Project are available within the funds the METRO has secured for the Project.

V. ATTACHMENTS

Attachment A: None

5-9.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

That the Board of Directors accept and file the voting results from appointees to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Per the action taken by the Board of Directors, staff is providing the minutes from the most recent meetings of the Santa Cruz County Regional Transportation Commission.
- Each month staff will provide the minutes from the previous month's SCCRTC meetings.

III. DISCUSSION

The Board requested that staff include in the Board Packet information relating to the voting results from the appointees to the Santa Cruz County Regional Transportation Commission. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS

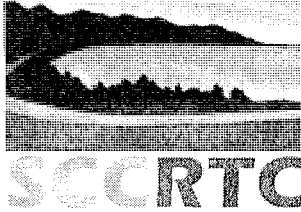
There is no cost impact from this action.

V. ATTACHMENTS

Attachment A: Minutes of the November 5, 2009 Regular SCCRTC Meeting

Attachment B: Minutes of the November 19, 2009 Transportation Policy Workshop

5-10.1



**Santa Cruz County Regional
Transportation Commission**

MINUTES

Thursday
November 5, 2009
9:00 a.m.

Watsonville City Council Chambers
275 Main St
Watsonville CA

1. Roll call

The meeting was called to order at 9:11 am.

Members present:

Dene Bustichi	Kirby Nicol
Tony Campos	Ellen Pirie
Neal Coonerty	Antonio Rivas
Randy Johnson	Donna Ziel (Alt)
Don Lane	Donald Hagen (Alt)
John Leopold	Marcela Tavantzis
Dave Murray (ex officio)	

Staff present:

George Dondero	Luis Mendez
Kim Shultz	Cory Caletti
Rachel Moriconi	

2. Oral communications

Jack Nelson said that transportation choices affect people's health and asked for Commissioners to vote for transportation options that will lead to a healthy future.

3. Additions or deletions to consent and regular agendas

George Dondero said that there were replacement pages for Items 9 and 13, a hand-out page for Item 24 and add-on pages for Item 29.

5-10.a1

CONSENT AGENDA (Campos/Rivas)

The consent agenda was approved unanimously.

MINUTES

4. Approved draft minutes of the October 1, 2009 regular SCCRTC meeting
5. Approved draft minutes of the October 15, 2009 Transportation Policy Workshop meeting
6. Accepted draft minutes of September 16, 2009 Traffic Oversight Committee and SAFE on 17 Task Force meeting
7. Accepted draft minutes of the October 13, 2009 Elderly/Disabled Transportation Advisory Committee meeting
8. Accepted draft minutes of the October 19, 2009 Bicycle Committee meeting
9. Accepted draft minutes of the October 22, 2009 Interagency Technical Advisory Committee (ITAC) meeting

POLICY ITEMS

10. Accepted federal legislative update

PROJECTS and PLANNING ITEMS

11. Accepted FY 09-10 first quarter SCCRTC work program report

BUDGET AND EXPENDITURES ITEMS

12. Accepted status report on Transportation Development Act (TDA) revenues
13. Accepted FY 09-10 annual internal financial statements (enclosed separately for Commissioners)

ADMINISTRATION ITEMS

14. Approved Request for Proposals (RFP) for the 2009 Triennial Performance Audit

INFORMATION/OTHER ITEMS

15. Accepted monthly meeting schedule
16. Accepted correspondence log

5-10.02

17. Accepted letters from SCCRTC committees and staff to other agencies - none
18. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues
19. Accepted information items - none
20. Review of items to be discussed in closed session

The Commission adjourned into closed session at 9:16 am.

CLOSED SESSION

21. Conference with Real Property Negotiator for acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

22. Report on closed session

The Commission reconvened into open session at 10:23 am.

REGULAR AGENDA

23. Commissioner reports -- None
24. Director's report

Executive Director George Dondero reported that the Senate scuttled a six-month extension to the federal transportation reauthorization bill in late October, opting for a short term extension until Dec 18th.

Mr. Dondero reported that the California Highway Patrol received a \$200,000 grant to create a safety corridor for Highway 129, that equipment was installed on Highway 17 to collect traffic speed data, and that the Commute Solutions program provided personalized trip planning for over 400 people attending three events: the UCSC Fall Festival, West Marine's Green Day and Seagate's Health Fair, resulting in increased carpooling at these employment sites. Additionally, the Commute Solutions team worked with local employers to develop employer density maps that plot employees' home locations in relation

5-10.a3

to their worksites. Luis Mendez said that the Commute Solutions outreach was appreciated by employers and that discussion of economic and climate change related issues sparked an interest in both the Commute Solutions program and other RTC programs.

Mr. Dondero said that the RTC hosted an interagency Halloween teambuilding luncheon that provided a casual atmosphere for staff of the RTC, TAMC and AMBAG to get to know each other and discuss transportation projects. He said that Senior Planner Karena Pushnik and Deputy Director Luis Mendez presented to Leadership Santa Cruz County on October 2nd.

Commissioner Leopold asked for a written report on the bike route signage program that the RTC is funding.

25. Caltrans report and consider action items

Dave Murray, Caltrans District 5, reported that the California Transportation Commission (CTC) approved funding for the Highway 1/17 Merge Lanes project landscaping, that AB 240 requires motorists to slow down and move over when seeing a Caltrans maintenance or construction crew, and that 2010/11 Bicycle Transportation Account applications are online and due December 1st.

Responding to Commissioner Rivas, Mr. Murray said that the traffic signal on Highway 129 will be completed this month.

26. Report on City of Watsonville Transportation Projects

Maria Esther Rodriguez, City of Watsonville Principle Engineer, provided an update on completed transportation projects within the city that are partly funded by the RTC and the federal stimulus American Recovery and Reinvestment Act (ARRA) funds including the Harkins Slough Bridge, Walker St improvements, 11 miles of road repair and 91 curb cuts. In addition, Ms. Rodriguez highlighted proposed projects including the Freedom Blvd rehabilitation, Phase 2 of the Green Valley Rd rehabilitation and a roundabout project at Main St and Freedom Blvd. Future projects include a master trail plan to connect wetlands trails, levees, the proposed Monterey Bay Sanctuary Scenic Trail and trails outside the city limits.

Commissioners complimented the City of Watsonville on the Struve Slough Bridge, the sidewalks on Green Valley Rd, implementing a road resurfacing method that extends the life of the roadways by 10 years, and finding creative innovative ways to cut costs to get projects done.

Commissioner Rivas mentioned that the grand opening for the new recycling plant will be November 12th and that Congressman Sam Farr will attend.

27. Nominating committee for RTC Chair and Vice chair

5-10.a4

Commission Chair Randy Johnson appointed himself and Commissioners Pirie and Campos to the nominating committee. They will return to the December RTC meeting with nominations for 2010 Commission chair and vice-chair.

28. 2010 Regional Transportation Improvement Program (RTIP) and State Transportation Improvement Program (STIP) Process

Senior Planner Rachel Moriconi reported that due to declining state revenues, the California Transportation Commission has indicated that only \$1.1 million in new State Transportation Improvement Program (STIP) Transportation Enhancement (TE) funding will be available for projects in Santa Cruz County through FY14/15 and that some of the \$33 million in projects currently designated to receive STIP funds may be delayed. Given this low level of new money, staff and the Interagency Technical Advisory Committee (ITAC) recommend foregoing a competitive process for distributing the funds and to instead consider designating the funds to a bicycle/pedestrian path between Live Oak and the City of Santa Cruz through Arana Gulch, following a public hearing scheduled for January 14. Ms. Moriconi stated that if the Commission preferred to implement a competitive process for the limited funding, it would have to begin immediately. She requested that Commissioners also inform staff if there were any additional projects that they would like evaluated for the 2010 STIP.

Commissioner Campos said that the County of Santa Cruz received grant money from the Air District for bike lanes at the intersection of Holohan/College/Hwy 152/East Lake Avenue, but that the bike lanes project was not fully funded. He asked staff to look into the situation.

Commissioner Coonerty moved and Commissioner Lane seconded that the Commission approve the Interagency Technical Advisory Committee (ITAC) and staff recommendations that the RTC:

1. Indicate its intent to program the region's target of \$1.1 million in Transportation Enhancement (TE) State Transportation Improvement Program (STIP) funds to the Broadway-Brommer/Arana Gulch Multiuse Path and not hold a competitive process for these or other STIP funds at this time.
2. Confirm that existing STIP projects remain a priority for STIP funds;
3. Indicate its intent to request additional STIP funds for state and federally-mandated Planning, Programming, and Monitoring activities and cost increases on existing STIP projects; and
4. Indicate its intent to reserve the balance of STIP funds for future programming.

The motion passed unanimously.

29. Highway 1 Projects progress report

5-10.a5

Senior Planner Kim Shultz gave the staff report, saying that tentative agreements were reached on the designs of the interchanges at Morrissey Blvd, Soquel Avenue, and 41st Ave and Bay/Porter Streets for the Highway 1 HOV Lanes project. A supplemental Traffic Operations Report is due for submittal to Caltrans in February 2010. Mr. Shultz said that staff, RTC consultants and Caltrans are working to advance the environmental process and hope to produce a draft environmental document in late 2010 or early 2011. He noted that the RTC is working with representatives of the North American Sustainable Transportation Council to incorporate the Sustainable Transportation Access Rating System (STARS) methodology to identify, evaluate, refine and document sustainable elements for inclusion in the project.

Mr. Shultz said that Caltrans and the Federal Highway Authority (FHWA) approved the final environmental document for the Soquel/Morrissey Auxiliary Lanes project and that staff was notified that an intent to sue was filed. The final environmental document for the Auxiliary Lanes project is available to the public at the RTC office, libraries, at the Caltrans office in San Luis Obispo and on the Caltrans website.

Judy Doering Nielsen, Santa Cruz Business Council, said that the Council strongly supports the Auxiliary Lanes project. She said that the project will provide for safer lane changes and help improve the movement of goods and services, especially during business hours.

Bill Tyssling, Santa Cruz Chamber of Commerce, supported the Auxiliary Lanes project saying the improved highway will be better for business and also make it easier for emergency responders.

Peter Scott, Campaign for Sensible Transportation, said that he had no additional comment at this time.

Commissioner Pirie moved and Commissioner Campos seconded to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Accept the Progress Report for the period August 2009 through October 2009 for the Highway 1 HOV Lane project and the Soquel/Morrissey Auxiliary Lanes project; and
2. Accept public comments on the projects.

The motion passed unanimously.

30. Adjourn to special meeting of the Service Authority for Freeway Emergencies
 - a. No agenda items this month
31. Next Meetings

5-10.06

The meeting adjourned at 11:15 am.

The next Transportation Policy Workshop meeting is scheduled for Thursday, November 19, 2009 at 9:00 a.m. at the SCCRTC office, 1523 Pacific Ave, Santa Cruz, CA

The next SCCRTC meeting is scheduled for Thursday, December 3, 2009 at 9:00 a.m. at the City of Santa Cruz Council Chambers, 805 Center St, Santa Cruz, CA

Respectfully submitted

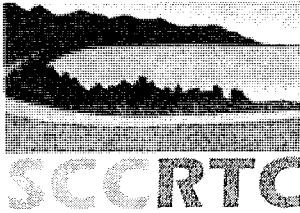
Gini Pineda, Staff

ATTENDEES

Paul Elerick	CFST
Karl Philipovitch	Graniterock
Les White	SCMTD
Jack Nelson	
Steve Hiatt	Nolte Associates
Chris Mann	SC Business Council
Judy Doering-Lielsen	SC Business Council
Bill Tysseling	SC Chamber of Commerce
Chris Schneiter	City of Santa Cruz
Maria Esther Rodriguez	City of Watsonville

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5-10.a7



**Santa Cruz County Regional
Transportation Commission
Transportation Policy Workshop**

MINUTES

Thursday November 19, 2009

9:00 a.m.

SCCRTC Conference Room
1523 Pacific Avenue, Santa Cruz

Commissioner Randy Johnson called the meeting to order at 9:07 am.

1. Introductions

Self-introductions were made.

Members present:

Dene Bustichi	Kirby Nicol
Gustavo Gonzalez (Alt)	Ellen Pirie
Norm Hagen (Alt)	Andy Schiffrin (Alt)
Randy Johnson	Marcela Tavantzis
Don Lane	Donna Ziel (Alt)
Steve Lustgarden (Alt)	

Member absent:

Antonio Rivas

2. Oral communications

Marko Greenfield said that he supported getting the Pajaro rail station functioning and that both the Coast Daylight and Coast Starlight could make daily stops at the station.

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that the closed session (Item 6) would precede Item 4.

CONSENT AGENDA

No consent items

5-10.61

REGULAR AGENDA

4. Presentation on Monterey Bay Area 511 Traveler Information System (taken out of order after Item 7)

Executive Director George Dondero introduced the presenters who included RTC Planner Grace Blakeslee, Senior Planner Tegan Speiser, Diana Gomez, Caltrans District 4, and Carol Kuester from the Metropolitan Transportation Commission (MTC).

Grace Blakeslee gave an overview of the 511 Traveler Information System, saying people can make more informed choices about when and how to travel if they have real-time information about travel conditions. Fully implemented 511 systems provide detailed information about roadway conditions, transit service, carpools and vanpools, bicycle routes and safety information, and telecommuting. Information can be accessed via phone or internet and customized messages can be sent to phones or mobile devices. Ms. Blakeslee noted that 511 systems are deployed throughout the state and that the Central Coast is the only area in California without a 511 system. Benefits to Santa Cruz County from deploying a 511 system include improved trip quality, easy access to a wide range of transportation options, traffic management and improved safety.

Diana Gomez, Caltrans, explained how the system would fit into Caltrans' overall mobility plan and noted that the system was especially useful during highway construction.

Carol Kuester, MTC, used examples including the MacArthur maze freeway collapse to illustrate how the 511 system provides assistance to travelers during emergency situations.

Senior Planner Tegan Speiser presented ways that a 511 system could make travel more convenient for tourists, highlighting system features like destination/event parking maps that can alert visitors to the locations of available spots in event parking lots or to shuttles that can transport them to specific destinations. Knowing about heavy traffic could make trip planning less stressful, encouraging visitors to return. Ms. Speiser also addressed the role of public/private and interagency partnerships in providing accurate data to the system to ensure up to the minute travel information. It was noted that many private trip planning technology providers use information obtained from 511 systems. Ms. Speiser said that the RTC and the Transportation Agency for Monterey County were awarded a Caltrans grant to study the feasibility of deploying a 511 system. Data would have to be collected and analyzed to determine the actual costs of implementing a system in the region and there is both local and national legislative support for closing the gap in the 511 system on the Central Coast.

5-10.62

Commissioners discussed the utility of the program given the limits of alternate routes in Santa Cruz County, the commitment expected from the RTC in operating the system and the location of the operation center.

It was noted that Caltrans is investing in technology to collect data on commute numbers and traffic speed and that TAMC and possibly San Benito Council of Governments would partner in deploying a 511 system.

5. Review of items to be discussed in closed session (taken out of order after Item 3)

The Commission adjourned into closed session at 9:10am.

CLOSED SESSION

6. Conference with real property negotiator for acquisition of the Santa Cruz Branch Rail Line property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

7. Report on closed session

The Commission reconvened into open session at 10:40 am.

8. Next meetings

The meeting adjourned at 11:50 am.

The next SCCRTC meeting is scheduled for Thursday, December 3, 2009 at 9:00 a.m. at the Santa Cruz County Board of Supervisors Chambers, 701 Ocean St, Fifth Floor, Santa Cruz, CA.

The next Transportation Policy Workshop is scheduled for December 17, 2009 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

5-10.63

ATTENDEES

Diana Gomez
Carol Wilbon
Marko Greenfield
Carol Kuester
Maggie Ivy
Kaki Chen
Cathy Crowe

Caltrans
Caltrans
MTC
Conference and Visitors Council
TAMC
UCSC

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5-10.64

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Robert Cotter, Maintenance Manager
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH DIXON & SON TIRES, INC. FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon and Son Tires, Inc. to extend the term of the contract for one (1) additional year and allow a percentage price increase on Bandag Retreading, Non-revenue tires, valve stems and Labor equal to the annual percentage change to the Consumers Price Index for the San Francisco-Oakland-San Jose area in effect as of March 1, 2010 as allowed in the contract.

II. SUMMARY OF ISSUES

- Santa Cruz METRO established a contract with Dixon & Son Tires, Inc. for revenue and non-revenue tires on March 1, 2006.
- Santa Cruz METRO has an option to renew this contract for four (4) additional one-year terms.
- Dixon & Son Tires, Inc. has indicated that they are interested in extending the contract an additional year to February 28, 2011 with a percentage price increase on Bandag Retreading, Non-revenue tires, valve stems and Labor equal to the annual percentage change to the Consumers Price Index for the San Francisco-Oakland-San Jose area in effect as of March 1, 2010 as allowed in the contract.

III. DISCUSSION

Santa Cruz METRO's current contract with Dixon & Son Tires, Inc. for revenue and non-revenue tires is due to expire on February 28, 2010. Dixon & Son, Inc. has provided good service under this contract. An extension of the contract would be favorable to Santa Cruz METRO. Section 3.02 of the contract allows Santa Cruz METRO the option to renew the contract for four (4) additional one-year terms. Dixon & Son, Inc. has also reviewed the contract and has indicated their desire to extend the contract for one additional year with a percentage price increase on Bandag Retreading, Non-revenue tires, valve stems and Labor equal to the annual percentage change to the Consumers Price Index for the San Francisco-Oakland-San Jose area in effect as of March 1, 2010 as allowed in the contract.

5-11.1

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon and Son Tires, Inc. to extend the term of the contract for one (1) additional year with a percentage price increase on Bandag Retreading, Non-revenue tires, valve stems and Labor equal to the annual percentage change to the Consumers Price Index for the San Francisco-Oakland-San Jose area in effect as of March 1, 2010 as allowed in the contract.

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract amendment are included in the Fleet FY10 (\$187,000) Tires and Tubes budget.

V. ATTACHMENTS

Attachment A: Letter from Dixon & Son Tires, Inc.

Attachment B: Amendment to Contract with Dixon and Son Tires, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent
Date Prepared: January 12, 2010

5-11.2



DIXON & SON TIRES INCORPORATED

Attachment

A

January 10, 2010

Santa Cruz Metropolitan
Transit District
120 Du Bois Street
Santa Cruz, Ca 95060

Attn: Lloyd Longnecker,

Re: Letter of Intent to Extend Revenue and Non Revenue Vehicle Tires Contract.

Dixon & Son Tire would like to extend the current Tire Contract with the Santa Cruz Metro for an additional year.

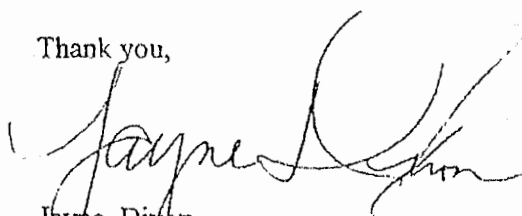
Dixon and Son to take the option of the Consumer Price Index increase on Bandag Retreading, Non Revenue Tires, Valve Stems, and Labor.

All new Revenue Tire will remain the same as last year and be billed at the net state price.

The state adjusts the net state prices annually on March 1 .

We look forward to continuing doing business with you, and if you have any questions Or comments, please call me at (831) 722-4197.

Thank you,



Jayne Dixon

125 Walker St. Watsonville CA. 95076
Tel. (831) 722 4197

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FOURTH AMENDMENT TO CONTRACT FOR REVENUE
AND NON-REVENUE TIRES**

This Fourth Amendment to the Contract for revenue and non-revenue tires is made effective March 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("Santa Cruz METRO") and Dixon and Son, Inc. ("Contractor").

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for revenue and non-revenue tires ("Contract") on March 1, 2006.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor has requested a percentage price increase on Bandag Retreading, Non-revenue tires, valve stems and Labor equal to the annual percentage change to the Consumers Price Index for the San Francisco-Oakland-San Jose area in effect as of March 1, 2010.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through February 28, 2011. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Effective March 1, 2010, a percentage price increase on Bandag Retreading, Non-revenue tires, valve stems and Labor equal to the annual percentage change to the Consumers Price Index for the San Francisco-Oakland-San Jose area shall be allowed.

IV. REMAINING TERMS AND CONDITIONS

- 4.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

V. AUTHORITY

- 5.1 Each party has full power to enter into and perform this Fourth Amendment to the Contract and the person signing this Fourth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that

it has read this Fourth Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

Signed on _____

SANTA CRUZ METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
DIXON AND SON, INC.

By _____
Dave H. Dixon
Owner

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-11.62²

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Harlan Glatt, Senior Database Administrator
SUBJECT: CONSIDERATION OF EXTENDING CONTRACT WITH JABICO ENTERPRISES, LLC FOR WEB SITE RE-DESIGN AND IMPLEMENTATION SERVICES.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a one-year contract extension with Jabico Enterprises, LLC for web site re-design and implementation services.

II. SUMMARY OF ISSUES

- Santa Cruz METRO established a contract with Jabico Enterprises, LLC to re-design Santa Cruz METRO's web site to be compliant with the Americans with Disabilities Act (ADA), to be bilingual, and be database driven to allow Santa Cruz METRO departments to publish and maintain their own content, and keep visual presentation uniform throughout the web site.
- The contract will expire on February 28, 2010.

III. DISCUSSION

On March 1, 2009 Santa Cruz METRO established a contract with Jabico Enterprises, LLC to re-design Santa Cruz METRO's web site to be compliant with the Americans with Disabilities Act (ADA), to be bilingual, be database driven to allow Santa Cruz METRO departments to publish and maintain their own content, and keep visual presentation uniform throughout the web site. The current contract with Jabico Enterprises, LLC will expire on February 28, 2010. The projected launch date of the new web site is March 18, 2010. There are some development, support and staff training tasks to be performed by the contractor that will necessitate an extension of the contract.

Under the terms of the contract, at the option of Santa Cruz METRO, the contract may be extended upon mutual written consent.

Staff recommends that the Board of Directors authorize the General Manager to execute a one-year contract extension with Jabico Enterprises, LLC for web site re-design and implementation services.

5-12.1

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the Administration Department FY10 Professional/Technical Fees budget (503031). No additional funds are required for this contract extension.

V. ATTACHMENTS

Attachment A: Contract Amendment with Jabico Enterprises, LLC

Prepared By: Lloyd Longnecker, Purchasing Agent
Date Prepared: December 23, 2009

5-12.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 09-04
FOR WEB SITE DESIGN AND IMPLEMENTATION SERVICES**

This First Amendment to Contract No. 09-04 for Web site design and implementation services is made effective March 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Jabico Enterprises, LLC. ("Contractor").

I. RECITALS

1.1 District and Contractor entered into a Contract for web site design and implementation services ("Contract") on March 1, 2009.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through February 28, 2011. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

3.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

IV. AUTHORITY

4.1 Each party has full power to enter into and perform this First Amendment to the Contract and the person signing this First Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this First Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

5-12.a |

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
JABICO ENTERPRISES, LLC.

By _____
Gary Herman
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-12.02²

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010

TO: Board of Directors

FROM: Robyn Slater, Human Resources Manager

SUBJECT: CONSIDERATION OF A TWO MONTH CONTRACT EXTENSION FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to extend the contract for workers compensation claims administration with Sedgwick Claims Management Services, Inc. for two (2) additional months.

II. SUMMARY OF ISSUES

- Santa Cruz METRO's contract for the administration of its worker's compensation program will expire on February 28, 2010.
- Santa Cruz METRO is currently reviewing proposals for a new contract for workers compensation claims administration and will need more time for review due to extenuating circumstances.

III. DISCUSSION

Santa Cruz METRO contracts with a third party administrator for its self-insured worker's compensation program. Over the past five years, Santa Cruz METRO has contracted with Sedgwick Claims Management Services, Inc. to provide these services. Santa Cruz METRO is currently reviewing proposals for a new contract for workers compensation claims administration and will need more time for review due to extenuating circumstances.

Staff recommends that the Board of Directors authorize the General Manager to extend the contract for workers compensation claims administration with Sedgwick Claims Management Services, Inc. for two additional months at the current contract pricing.

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract extension are included in the FY10 Workers Compensation accounts (account #502081) for all departments.

5-13.1

V. ATTACHMENTS

Attachment A: Contract amendment with Sedgwick Claims Management Services, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent
Date Prepared: January 7, 2010

5-13.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FOURTH AMENDMENT TO CONTRACT NO. 04-08
WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES**

This Fourth Amendment to Contract No. 04-08 for workers compensation claims administration services is made effective March 1, 2009 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("Santa Cruz METRO") and Sedgwick Claims Management Services, Inc., assignee of Octagon Risk Services, Inc. ("Contractor").

I. RECITALS

1.1 Santa Cruz METRO and Contractor entered into a Contract for workers compensation claims administration services ("Contract") on March 1, 2005.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

2.1 Article 3.02 is amended to include the following language:

This contract shall continue through April 28, 2010. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

3.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

IV. AUTHORITY

4.1 Each party has full power to enter into and perform this Fourth Amendment to the Contract and the person signing this Fourth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Fourth Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

5-13.a1

Signed on _____

SANTA CRUZ METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.

By _____
Jeff Glatstein
Corporate Counsel

APPROVED AS TO FORM:


Margaret R. Gallagher
District Counsel

5-13.a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager 

SUBJECT: CONSIDERATION OF REQUEST FROM GOOD TIMES PUBLICATION FOR DONATION OF EIGHT (8) REGULAR MONTHLY BUS PASSES TOTALING \$400, TO BE USED AS PRIZES IN EXCHANGE FOR ADVERTISING SPACE FOR SANTA CRUZ METRO IN THE FEBRUARY GOOD TIMES PUBLICATION PROMOTING GREEN, CLEAN ENERGY, AND EFFICIENT PUBLIC TRANSPORTATION IN SANTA CRUZ COUNTY.

I. RECOMMENDED ACTION

That the Board of Directors review the request from Good Times publication for a donation of eight (8) regular monthly bus passes totaling \$400, to be used as prizes in exchange for advertising space for Santa Cruz METRO in the February Good Times publication promoting green, clean energy, and efficient public transportation in Santa Cruz County.

II. SUMMARY OF ISSUES

- The Board of Directors has, in the past, elected to be a sponsor for events that have a direct relationship to improving transit service or funding.
- In 2009 Santa Cruz METRO was a sponsor for the Santa Cruz METRO Bus Lover's Forum with Assembly Member Bill Monning, and recently the Board approved sponsorship of the Complete Count Committee's activities.
- The approval of sponsorship of an activity that promotes Santa Cruz METRO service and funding allows for donation of passes, as long as the event is directly related to improving Santa Cruz METRO service or funding.
- Santa Cruz METRO has received a request (attached) from Good Times Publishing requesting participation in the articles and sponsorship of the February 4, 2010 transportation issue that will be promoting green, clean energy, and efficient public transportation in Santa Cruz County.
- Good Times publication has requested that Santa Cruz METRO donate eight (8) regular monthly bus passes totaling \$400, to be used as prizes and incentives to community members who pledge their support in utilizing alternative transportation methods such as riding the bus.

5-14.1

- In exchange, Good Times Publishing will create a half-page ad space promoting Santa Cruz METRO, with no additional cost to Santa Cruz METRO.

III. DISCUSSION

The Board of Directors has, in the past, elected to be a sponsor for events that have a direct relationship to improving transit service or funding. In 2009 Santa Cruz METRO was a sponsor for the Santa Cruz METRO Bus Lover's Forum with Assembly Member Bill Monning, and recently the Board approved sponsorship of the Complete Count Committee's activities. The approval of sponsorship of an activity that promotes Santa Cruz METRO service and funding allows for donation of passes, as long as the event is directly related to improving Santa Cruz METRO service or funding.

Santa Cruz METRO has received a request (attached) from Good Times Publishing requesting participation in the articles and sponsorship of the February 4, 2010 transportation issue that will be promoting green, clean energy, and efficient public transportation in Santa Cruz County. Good Times publication has requested that Santa Cruz METRO donate eight (8) regular monthly bus passes totaling \$400, to be used as prizes and incentives to community members who pledge their support in utilizing alternative transportation methods such as riding the bus. In exchange, Good Times Publishing will create a half-page ad space promoting Santa Cruz METRO, with no additional cost to Santa Cruz METRO.

Staff recommends that Santa Cruz METRO donate eight (8) regular monthly passes totaling \$400, to Good Times publication in exchange for a half-page ad space promoting Santa Cruz METRO, with no additional costs to Santa Cruz METRO.

IV. FINANCIAL CONSIDERATIONS

The \$400 in passenger revenue will be off set by the like costing ad space promoting Santa Cruz METRO in the Good Times publication February 4, 2010.

V. ATTACHMENTS

Attachment A: Letter from Good Times, January 14, 2010

5-14.2

GOOD TIMES

santa cruz county's news, arts & entertainment weekly

January 14, 2010

Board of Directors
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
110 Vernon Street
Santa Cruz, CA 95060

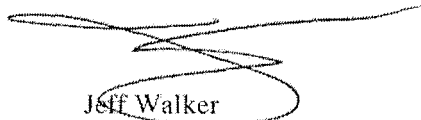
RE: Request for Advertising Trade

Good Times is requesting 8 regular monthly Metro passes totaling \$400 in exchange for a half page of advertising space in our February 4 transportation issue.

The advertisement will be directly related to green, clean, energy efficient public transportation in Santa Cruz County.

These passes will be offered as incentives and prizes to community members who pledge their support in utilizing alternative transportation methods.

Sincerely,



Jeff Walker
Advertising Account Executive

5-14.a1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Board Chair present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

Prepared by: Cindi Thomas, Administrative Services Coordinator
Date Prepared: January 7, 2010

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION**

TEN YEARS

Jaime Hernandez, Fleet Maintenance Mechanic III

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

Jeffrey A. North, Transit Supervisor

THIRTY YEARS

Mary C. Ferrick, Fixed Route Superintendent

6.91

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF
PAULA R. FLAGG AS ADMINISTRATIVE ASSISTANT
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Paula R. Flagg to serve in the position of Administrative Assistant, and

WHEREAS, Paula R. Flagg served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of March 1, 1988 to November 12, 2009, and

WHEREAS, Paula R. Flagg provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Paula R. Flagg served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the residents of Santa Cruz County by Paula R. Flagg resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Paula R. Flagg's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Paula R. Flagg.

NOW, THEREFORE, BE IT RESOLVED, that upon her retirement as Administrative Assistant, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby

7.1

commend Paula R. Flagg for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution will be presented to Paula R. Flagg, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of December 2009 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

DENE BUSTICHI
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.2

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF
RUTH JONES AS BUS OPERATOR
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Ruth Jones to serve in the position of Bus Operator, and

WHEREAS, Ruth Jones served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of January 28, 1980 to November 14, 2009, and

WHEREAS, Ruth Jones provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Ruth Jones served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the residents of Santa Cruz County by Ruth Jones resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Ruth Jones's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Ruth Jones.

NOW, THEREFORE, BE IT RESOLVED, that upon her retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Ruth Jones for efforts in advancing public transit service in Santa Cruz County and expresses

sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution will be presented to Ruth Jones, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 18th day of December 2009 by the following vote:

AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

APPROVED _____
DENE BUSTICHI
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF
ROBERT ALLEN AS BUS OPERATOR
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Robert Allen to serve in the position of Bus Operator, and

WHEREAS, Robert Allen served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of May 16, 1996 to December 31, 2009, and

WHEREAS, Robert Allen provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Robert Allen served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the residents of Santa Cruz County by Robert Allen resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Robert Allen's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Robert Allen.

NOW, THEREFORE, BE IT RESOLVED, that upon his retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Robert Allen for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution will be presented to Robert Allen, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

9.1

PASSED AND ADOPTED this 22nd day of January 2010 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

DENE BUSTICHI
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

9.2

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF
PETER S. PRINCE AS BUS OPERATOR
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Peter S. Prince to serve in the position of Bus Operator, and

WHEREAS, Peter S. Prince served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of November 19, 1979 to December 31, 2009, and

WHEREAS, Peter S. Prince provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Peter S. Prince served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the residents of Santa Cruz County by Peter S. Prince resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Peter S. Prince's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Peter S. Prince.

NOW, THEREFORE, BE IT RESOLVED, that upon his retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Peter S. Prince for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

10-1

BE IT FURTHER RESOLVED, that a copy of this resolution will be presented to Peter S. Prince, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 22nd day of January 2010 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

DENE BUSTICHI
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

10.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: **CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A FIVE-YEAR LEASE WITH AN ADDITIONAL FIVE YEAR EXTENSION FOR THE KIOSK SPACE IN THE CONCESSION ISLAND AT PACIFIC STATION WITH LUCIANA ABREGO DBA TAQUERIA EL DANDY**

I. RECOMMENDED ACTION

Authorize the General Manager to execute a five-year lease to Luciana Abrego dba Taqueria El Dandy, currently running a Taqueria at Pacific Station.

II. SUMMARY OF ISSUES

- Eulalio Abrego has been successfully running a Taqueria at Pacific Station in a kiosk located in one of the island concessions since May 1, 2003 when he was approved to take over the Lease from a previous restaurant owner, Matisse Selman dba Sushi Now.
- Luciana Abrego, Eulalio's sister-in-law began helping run the business and METRO added her name to the Lease Agreement as an owner of the business and co-tenant in the Agreement on March 1, 2006.
- The Lease was extended for a five-year period on February 1, 2005 and will expire on January 31, 2010.
- The space was advertised during the month of November, 2009. Luciana Abrego was the only applicant who responded with a proposal for a new Lease. The new draft Lease is for a proposed 5-year initial term with one (1) option to extend the lease, for an additional five-year term.
- Tenants have offered \$500.00 for a rental proposal.

III. DISCUSSION

Luciana and Eulalio Abrego have been successfully running the Taqueria business at the Pacific Station since 2003. Mr. Abrego is not interested in continuing the business but Luciana Abrego wishes to enter into a new Lease Agreement for the Pacific Station space.

The Property and Leasing Committee met with Ms. Abrego and discussed possible Lease negotiations for a new Lease to begin February 1, 2010 and continue until January 31, 2015. There is also an extension to the Lease available, if both parties agree, for an additional five-year period from February 1, 2015 through January 31, 2020.

The space was advertised during the month of November, 2009. Ms. Abrego was the only applicant who responded with a proposal for a new Lease to begin February 1, 2010 for an initial term of five (5) years with an option to extend the lease for an additional five years.

The Property and Leasing Committee met with Ms. Abrego and she offered \$500.00 for the rent proposal on this Lease. Currently, the rent is \$703.69 with annual CPI increases. METRO staff recommends accepting the rental amount of \$500.00, as this was the best and only offer received for the space.

IV. FINANCIAL CONSIDERATIONS

Luciana Abrego has offered to pay \$500.00 per month for rent. The annual receipt of rent by METRO will be \$6,000.00 under the terms of the Lease. On the anniversary date, commencing February 1, 2011 and each year following, CPI increases will incur on the lease, in an amount no less than 1% and no more than 5% of the rent amount.

V. ATTACHMENTS

Attachment A: Proposed Lease Agreement with Exhibits

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

Attachment A

THIS LEASE is made on February 1, 2010, between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, (Landlord), a political subdivision of the State of California ("Landlord"), whose address is 110 Vernon Street, Santa Cruz, California, 95060, and, **Luciana Abrego dba Taqueria El Dandy** ("Tenant"), whose address is 7141 Soquel Drive, Aptos, CA 95003 who agrees as follows:

RECITALS

This lease is made with reference to the following facts and objectives:

1. Landlord is the owner of certain real property commonly known as the Metro Center (hereinafter "Center") . Said real property includes, without limitation, "Premises" which consists generally of approximately 400 sq.ft. of space in a kiosk in the island concession area at the Center. The Premises are outlined in Exhibit A in yellow.
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating, generally a Mexican Tacqueria.
4. Tenant has examined the Premises and is fully informed of their condition.

ARTICLE 1: PREMISES

1.1 General

Landlord leases to Tenant and Tenant leases from Landlord the real property located in the City of Santa Cruz, County of Santa Cruz, State of California, outlined in yellow in Exhibit A in the Center at 920 Pacific Ave., Santa Cruz, Ca 95060

1.2 Airspace Rights

This lease confers no rights either with regard to the subsurface of the land in which the Premises are located or with regard to airspace above the ceiling in which the Premises are located

ARTICLE 2: TERM

2.1 Fixed Term

The term shall commence on February 1, 2010 and shall expire at 12:01 a.m. on January 31, 2015, unless sooner terminated in accordance with the provisions herein.

2.2 Inability to Deliver Possession

Landlord has delivered possession of the premises to Tenant and Tenant by his acceptance of the premises warrants that the premises are in good condition and meet Tenant's business needs.

2.3 Option to Extend Term

Tenant shall have one (1) option to extend the term of its lease for an additional five (5) year period under the same terms and conditions specified herein provided Landlord receives written notification from Tenant exercising said option not later than ninety (90) days prior to the expiration of the initial five (5) year term. Tenant shall have no other right to extend the term beyond the option to extend the term as described herein.

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2.4 Tenant's Notice and Default

- a. If Tenant fails to give Landlord an option notice, Tenant's rights under this Article 2 shall be deemed waived, and Landlord shall be free (without any further obligation to Tenant) to lease premises to anyone upon the same or any other terms and conditions and without any further obligation to Tenant, whether or not the terms and conditions of such lease are more or less favorable than those offered to Tenant.
- b. Tenant's extended term option shall be suspended during any period in which Tenant is in default under any provision of this Lease until said default has been cured. If Tenant fails to exercise its extension option in any instance when such rights may arise, Tenant's rights to the extension shall thereafter be deemed null and void and of no further force or effect. The period of time within which the extension option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such rights because of the foregoing provisions. All rights of Tenant to the extension option shall terminate and be of no further force or effect even after Tenant's due and timely exercise thereof, if, after such exercise, but prior to the commencement date of the term of the extension option: (1) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to cure a material non-monetary default within thirty (30) days after Landlord gives written notice to Tenant of such default; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, the Tenant shall not be in default if it begins such cure within the thirty (30) day period described above and, thereafter, diligently prosecutes such cure to completion; or (3) Landlord gives to Tenant three (3) or more notices of default (and Tenant was in fact in default in such instances), whether or not such defaults are ultimately cured. Landlord's waiver of its right to terminate this Lease due to Tenant's default in any instance shall not be deemed a waiver of the foregoing conditions precedent and conditions subsequent to the exercise of the extension option.

2.5 Extension Option Not Separately Assignable

The extension options shall not be assignable separate and apart from this lease.

ARTICLE 3: RENT

3.1 Minimum Monthly Rent

Tenant shall pay to Landlord as minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of five hundred dollars (\$500.00), which is subject to adjustment as provided in Section 3.2, per month in advance on the first day of each month commencing on February 1, 2010. Minimum monthly rent for the first month or portion thereof shall be paid on the day that Tenant's obligation to pay minimum monthly rent commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

3.2 Periodic Cost-of-Living Adjustment

- a. The minimum monthly rent provided for in Section 3.1 shall be subject to adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), including, without limitation, at the commencement of, and for the duration of any extended term, if any, made in accordance with Article 3 herein, as follows:
 1. The basis for computing the adjustment is the Consumer Price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the date of the commencement of the term ("Beginning Index"). If the Index has increased over the Beginning Index, the minimum monthly rent for the following year

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(until the next rent adjustment) shall be determined by the percentage increase in the Index for the year period. In no case shall the minimum monthly rent be less than a 1% increase over the current minimum monthly rent set forth in Section 3.1 and an increase shall be no greater than 5% of the current minimum monthly rent as provided in Section 3.1. On adjustment of the minimum monthly rent as provided in this lease, Landlord shall provide a written notice to Tenant stating the new minimum monthly rent.

2. If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as which would be obtained if the index had not been discontinued or revised.

3.3 Refund of Prepaid and Unearned Minimum Monthly Rent

If this lease terminates before the expiration date for reasons other than the Tenant's default, minimum monthly rent shall be prorated to the date of termination, and Landlord shall immediately repay to Tenant all minimum monthly rent then prepaid and unearned.

3.4 Due Dates and Delinquent Dates for Rent Payments

- a. Amounts due Landlord for minimum monthly rent (Section 3.1), late rent charges (Section 3.5), "increase in insurance due to use" (Section 5.2.1), "fire and other perils insurance" (Section 10.3), and other rent for which specific payment dates or periods are identified in this lease, are due and payable, without deduction, setoff, prior notice or demand, on the dates indicated herein, and are delinquent on the second business day thereafter. All rent payments for which no specific due dates are specified in this lease, including, without limitation, additional rent (Section 3.6), security deposit (Article 4), maintenance (Article 6), Utilities and Services (Article 9) and insurance (Article 10), are due and payable upon receipt of Landlord's invoice, and are delinquent eight (8) calendar days thereafter, if served personally, or ten (10) calendar days after the date of postmark, if sent by prepaid, first-class mail.
- b. A "business day" for purposes of this Article is any day on which the administrative office of the Santa Cruz Metropolitan Transit District is open for regular business.

3.5 Late Rent Charges

Rent not paid when due shall bear interest from the first day after it is due until paid at the rate of 10 per cent per annum. Tenant acknowledges that late payment by Tenant to Landlord of any rent shall cause Landlord to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any amount of rent due from Tenant is not received by Landlord when due, for any cause, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue rent as a late charge, in addition to the interest charge specified above. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the rights and remedies available to Landlord.

3.6 Taxes Paid by Tenant; Additional Rent

- a. Tenant agrees to pay before delinquency all taxes, assessments, license fees, and other charges which at any time may be levied by the State of California, County of Santa Cruz, City of Santa Cruz (including, without limitation any promotional tax due), or any other tax or assessment,

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levied upon any interest in this lease or any possessory right which Tenant may have in or to be the Premises covered hereby or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on commodities, goods, merchandise, foods, beverages, fixtures, appliances, equipment and property owned by it in, on, or about said Premises. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Amounts paid through Landlord for any aforementioned expense (including, without limitation, promotional tax) shall be considered additional rent for purposes of this lease.

- b. If this Lease expires prior to the determination of the amount of such taxes and assessments for the last year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last year.
- c. This lease may create a possessory interest subject to property taxation. Tenant is hereby notified that the lease may be subject to property taxes. (See California Revenue and Tax Code §107.7.)

3.7 Payment for Permits

Tenant shall be solely responsible to obtain and pay for use permits, necessary design review permits and building permits for any approved Tenant improvements.

3.8 Negation of Partnership

Landlord shall not become or be deemed a partner or a joint-venturer with Tenant by reason of the provisions of this lease.

3.9 Payment of Rent

All rent shall be paid in United States currency and shall be paid to Landlord at the address below.

Santa Cruz Metropolitan Transit District,
ATTN.: Finance Department
110 Vernon Street
Santa Cruz, CA 95060

ARTICLE 4: SECURITY DEPOSIT

Tenant currently has on deposit with Landlord one thousand, six hundred dollars (\$1600.00), as a security deposit for the performance by Tenant of the provisions of this lease upon execution of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days of demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the security deposit.

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ARTICLE 5: USE; LIMITATIONS ON USE

5.1 Use

- a. Tenant shall use premises for a Mexican Taqueria as more particularly set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit B attached hereto and made a part hereof.
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant for Landlord's exercise of discretion in allowing any type of business to lease space at the Center or in consenting to a change of any other Tenant's business use located at the Center. Landlord shall not be a guarantor of Tenant's business or of insuring that individuals who ride landlord's buses shop or utilize tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit B. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the Premises to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction. Tenant shall not use any space in the Premises for office, clerical, and other non-service or non-selling purposes.
- d. Tenant specifically agrees that the premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant(s) in the Metro Center, nor, without limiting the generality of the foregoing, shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose.

5.2 Limitations on Use

Tenant's use of the Premises as provided in this lease shall be in accordance with the following:

5.2.1 Cancellation of Insurance; Increase in Insurance Rates

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. If the rate of any insurance (including, without limitation, any fire, casualty, liability, or other insurance policy insuring Landlord, Landlord's property, and Tenant at the Center, or any of Tenants' property) carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium. Said payment shall be made within ten (10) days before the date Landlord is obligated to pay premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this lease, whichever date is later.

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- c. Tenant shall comply at its expense, to the requirements of applicable fire control agencies having jurisdiction over the Premises, including, without limitation, any restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.
- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises or is include in another section of this lease as an obligation of Tenant. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding, the foregoing Tenant shall not alter the premises in any fashion without Landlord's written approval.

5.2.2 Deliveries

- a. Tenant shall not allow deliveries of any kind to use the bus lanes at the Center. Additionally, Tenant's employees and customers shall be restricted to park in areas other than the bus lanes.

5.2.3 Waste; Nuisance

- a. Tenant shall not use the Premises or common area, or permit or suffer the Premises to be occupied or used, in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to other users of the Center.
- b. Tenant shall not use the Premises or common area for sleeping, for residential purposes or washing clothes, or the preparation, manufacture, or mixing of anything that might emit any objectionable odor or objectionable noises or lights into the Center.
- c. No secondhand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale may be conducted on the Premises or common area without Landlord's written consent. Tenant shall not sell or display merchandise outside the confines of the Premises or in the common area.

5.2.4 Overloading

- a. Tenant shall not do anything on the Premises that will cause damage to the Premises or to the Center.
- b. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises and or the Center including the parking areas.

5.2.5 Hours of Operation

- a. Tenant agrees not to leave the Premises unoccupied or vacant during regular business hours as defined by the Landlord. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's aforesaid business on the Premises, and shall keep said Premises open for business and cause such business to be conducted thereon, during each and every day and for such number of hours each day, as is established in Exhibit B of this Lease.
- b. Landlord may, at its option, change the hours of operation for Tenant's business, which are set forth in Exhibit B. Landlord may, at its option, and for good cause, permit Tenant to temporarily

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close down said business or otherwise limit operations. However, Tenant must submit a written request to the Board of Directors of Landlord for any change or to temporarily close its business. The decision of the Board of Directors shall be final and binding

5.2.6 Rules and Regulations/Common Area

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as may be promulgated by any government agency including the Board of Directors, officers or representatives of the Landlord in their official or departmental capacity. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by any governmental agency or Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant. Tenant acknowledges that it has read and reviewed the Center Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.
- b. Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the users and occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for itself and for its customers, invitees, employees, contractors, subtenants and licenses to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access. Tenant shall do nothing to interfere with anyone's use of the common area.
- c. Tenant shall be responsible for its proportionate share of the costs of the Common Area including the maintenance costs, and all improvements and facilities situated thereon and required in connection therewith. Any increases to common area charges shall be assessed based upon the useful life of the improvement taking into account the remaining term of the lease.

5.2.7 Limitation

- a. This lease is made for commercial purposes related to the operation of the Center, and no use shall be made of the Premises by Tenant that would, in Landlord's opinion, interfere with transit operations and operation of the Center or any other Center's business in any manner or form.

ARTICLE 6: MAINTENANCE

6.1 Landlord's Maintenance

- a. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises; whether such damage or injury is caused by or results from: 1) fire, steam, electricity, water, gas or rain; 2) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; 3) conditions arising in or about the Premises or upon other portions of any building which the Premises is part, or from other sources or places; or 4) any act or omission of the Tenant, Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for the foregoing damages from any cause arising at any time.

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6.2 Tenant's Maintenance

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal property, restrooms, fixture maintenance (i.e. light bulbs.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.
- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

ARTICLE 7: REPAIRS AND ALTERATIONS

- a. Tenant will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first had and obtained, and consent for same shall not be unreasonably withheld by Landlord. Any alterations or improvements made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later, and Tenant shall be liable for rent during any such period. Tenant shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.
- b. Landlord shall be under no obligation to make any repairs, alterations or improvements to or upon the Premises, or any part thereof, at any time except as provided in this Lease. Landlord shall at its sole cost and expense, at all times during the term hereof, repair and maintain the roof and exterior walls (other than plate glass, and doors, and roll-up doors) and foundations of the building in which the Premises are located; provided that Tenant shall reimburse Landlord for the cost and expense of repairing any and all damage to the roof, foundation or exterior walls of the Premises resulting from the acts or omissions of Tenant, Tenant's agents, employees, customers or invitees.
- c. Tenant shall, except for the intentional or negligent acts or omissions of Landlord, its agents, or employees, at its sole cost and expense, at all times during the term hereof, keep and maintain the Premises, the improvements thereon and every part thereof (including but not limited to plate glass, heating, ventilating, and air conditioning equipment, store fronts and doors, awnings and roll-up doors) in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto.
- d. Landlord may, at any time and for any reason during the term and any extensions thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise modify any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenant's business as a result of alterations or improvements.

ARTICLE 8: TRADE FIXTURES

Subject to the provisions of Paragraph 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the Center or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove

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any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

ARTICLE 9: UTILITIES AND SERVICES

9.1 Landlord and Tenant shall be responsible for electrical utilities and services as follows:

- a. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electric, water and telephone service, and for all connection charges and taxes;
- b. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- d. Tenant shall reimburse Landlord on a monthly basis (or other period as may be established by Landlord) for Landlord's costs in furnishing trash collection services to the premises at the rate of Three and five-tenths per cent (3.5%) of Landlord's cost, which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date Landlord bills Tenant. If Landlord determines that Tenant's trash collection costs should be increased due to Tenant's actual use of the service, Tenant shall be provided with 10 days notice of such increase.
- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- f. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of the total utility use by those sharing the same meter, or as metered use. Landlord shall bill the Tenant as deemed appropriate (i.e. if the kiosks are both leased then electrical is 50% of the concession island bill, water is 50% of the concession island water bill and gas is 50% of the concession island bill). If deemed appropriate by Landlord, Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- g. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Tenant's Indemnification of District

Tenant shall exonerate, indemnify, defend, and hold harmless Landlord (which shall include, without limitation, its officers, agents, employees and volunteers) and the property of Landlord from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Landlord may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Tenant's lease or use of the Premises under the terms of this Lease including any condition of the Premises or any portion

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thereof over which Tenant has control and/or a duty to repair and/or maintain under the terms of this Lease. Such indemnification includes any damage to the person(s), or property (ies) of Tenant and third persons. Notwithstanding the foregoing Landlord shall be solely responsible for claims, demands, losses, damages, defense costs or liability of any kind or nature arising from its own transit operation at the Center so long as such claim, demand, loss, damage, defense costs or liability is not due to Tenant's negligence, intentional act or omission or due to Tenant's failure to meet its obligations under this lease.

10.2 Liability Insurance

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, public liability insurance, property damage insurance and products liability insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, that Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed due and owing to landlord on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy (ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord upon execution of this Lease and at such times as Landlord deems appropriate. Said policy or policies shall further provide that any insurance carrier of Landlord's shall be excess insurance only, as to the liability insured thereby.
- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Tenant's at the Center. Changes in insurance amounts shall occur not more frequently than once a year.

10.3 Fire and Other Perils Insurance

- a. Landlord shall provide Fire and Other Insurance with respect to the Premises, except that Landlord shall not provide earthquake and flood insurance. Insurance shall be obtained in the name of Landlord covering said leased Premises and all fixtures therein against loss by reason of the perils of fire, lightning, vandalism and malicious mischief, and endorsed to include extended coverage, said policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. Said policy or policies shall provide that the loss payable shall be paid to Landlord.
- b. The "full replacement value" of the building and other improvements to be insured shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years, either party shall have the right to notify the other party that it elects to have the replacement value determined by an insurance company. The determination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the determination.

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- c. The pro rata cost (based on the percentage of Tenant's Premises square footage in the Center) of said insurance shall be paid by Tenant, and shall reflect Tenant's business nature and size insofar as they measurably affect the Landlord's premiums. If any other tenant of the building of which the demised Premises are a part is conducting a business or otherwise engages in an activity or omits to take a precaution that the insurer identifies as producing a specified higher insurance rate than would be produced by the business and conduct of Tenant, such additional insurance rates will not be passed on to Tenant, even on a pro rata basis. Landlord will be the final authority regarding Tenant's share of the cost of the insurance. Landlord shall inform Tenant of its actual cost of the insurance at the commencement of the lease. Payment of Tenant's insurance cost shall be in addition to all other required rent and is due within ten (10) calendar days of mailing.
- d. Landlord may increase or decrease the amount of fire and other perils insurance required based upon a general review by Landlord of the standard insurance requirement as resolved by the Board of Directors of Landlord to be in the public interest.
- e. Landlord is not responsible for the acts or omissions of third parties against Tenant.

10.4 Tenant's Fire and Malicious Mischief Insurance

Tenant shall maintain on all its personal property (including unattached movable business equipment) in, on, or about the Premises, a policy of standard fire and extended and malicious mischief endorsements, to the extent of one hundred percent (100%) of their full replacement value. Landlord shall be named as an additional insured.

10.5 Plate Glass Insurance

Tenant at its cost shall maintain full coverage plate glass insurance on the Premises. Landlord shall be named as an additional insured.

10.6 Tenant's Business Interruption Insurance

Tenant at its cost shall maintain business interruption insurance insuring that the minimum monthly rent will be paid to Landlord for a period of up to two (2) years if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

10.7 Proof of Insurance

Tenant shall provide proof of insurance evidencing at least the minimum levels of coverage described herein on or before the date of execution of this lease and thereafter on an annual basis or at such times as Landlord requests such proof of insurance.

10.8 Other Insurance Matters

All insurance required under this lease shall:

- a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.
- b. Be issued as a primary policy.
- c. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.

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- d. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

ARTICLE 11: DESTRUCTION

DAMAGE OR DESTRUCTION

In the event the premises, or the building or other improvements in which the premises are located, shall be damaged by and the cause of said damage is covered by insurance so that the damage thereto is such that the premises, or the building and other improvements in which the premises are located, may be repaired, reconstructed or restored within a period of ninety (90) days, landlord shall promptly commence the work or repair, reconstruction and the restoration, and shall diligently prosecute the same to completion through the use of the insurance proceeds. . If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party. During this period of time, this Lease shall continue in full force and effect except that Tenant shall not be liable for monthly rent if the Premises are totally destroyed or unusable for safety and health reasons as determined by the applicable municipal safety and health departments, so long as this restriction is not caused by Tenant. Tenant would be liable only for monthly rent in proportion to usable space if partially destroyed. If the Premises, or the building or other improvements in which the Premises are located, cannot be restored within ninety (90) days, either Tenant or Landlord has the option to terminate this Lease by giving written notice to the other

ARTICLE 12: ASSIGNMENT

12.1 ASSIGNMENT AND SUBLETTING

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:
- (i) The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
 - (ii) That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
 - (iii) Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;
 - (iv) As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;
 - (v) Tenant reimburses Landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.
- b. If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60)

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days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

ARTICLE 13: DEFAULT

13.1 Tenant's Default

- a. The occurrence of any of the following shall constitute a default by Tenant:
1. Failure to pay rent when due and in the manner provided in the lease if the failure continues for three (3) days after a notice has been sent to Tenant; or additional rent or any other monetary sums required to be paid;
 2. Failure to occupy the Premises and/or operate the Tenant's business as described herein on the Premises; (Tenant shall be conclusively presumed to have defaulted if Tenant leaves the Premises closed or unoccupied continuously for fifteen (15) days, whether or not the tenant is in default as to its rental obligation;
 3. Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) days after notice has been given to Tenant. If the provisions of the lease violated by the Tenant cannot be performed within the three-day notice period described herein, Landlord shall not be required to give notice demanding the performance of the violated provisions of the lease;
 4. The filing or commencement of any proceeding by or against Tenant under the Federal Bankruptcy code whether voluntary or involuntary, if not dismissed within sixty (60) days from the date of filing, shall constitute a default under this Lease;
 5. Either the appointment of a receiver to take possession of all, or substantially all, of the assets of Tenant or garnishment of or levy or writ of execution on, all or substantially all of the assets of Tenant which remains in effect for more than sixty (60) days, or a general assignment by Tenant for the benefit of creditors, shall constitute a default of this Lease by Tenant. Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within applicable period of time, or quit the Premises. No such notice shall be deemed forfeiture or a termination of this lease unless Landlord so elects in the notice;

13.2 Landlord's Remedies

13.2.1 Cumulative Nature of Remedies

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or in equity.

13.2.2 Tenant's Right to Possession Not Terminated

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the

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remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability under the lease terms. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

- b. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:
 1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
 2. Second, all costs, including for maintenance, incurred by Landlord in re-letting;
 3. Third, rent due and unpaid under this lease. After deducting the payments referred to in this Article, any sum remaining from the rent Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the re-letting as provided in this Article.

13.2.3 Termination of Tenant's Right to Possession

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
 1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
 2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
 3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
 4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.
- b. "The worth, at the time of the award," as used in items "1" and "2" of this Article 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

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13.2.4 Landlord's Right to Cure Tenant's Default

Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 14: SIGNS

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent and any necessary approval from the City of Santa Cruz. Any signs approved by Landlord and placed on the Premises shall be at Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.
- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the public areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Metro Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.
- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

ARTICLE 15: LANDLORD'S ENTRY ON PREMISES

- a. Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Landlord, or to post notices of non-responsibility, or to service or make alterations, repairs or additions to the Premises or to any other portion of the building in which the Premises are situated, including the erection of scaffolding, props, or other mechanical devices and will permit Landlord at any time within ninety (90) days prior to the expiration of this Lease, to bring prospective tenants, broker or agents upon the Premises for purposes of inspection or display. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Article.
- b. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Article.
- c. Landlord shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

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ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT

Tenant agrees that this Lease is subordinate to any mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said Premises by Landlord or his successors in interest to secure the payments or moneys loaned, interest thereon and other obligations. Tenant also agrees to promptly execute and deliver to Landlord from time to time, as demanded by Landlord, an offset statement or estoppel certificate containing such acts: as are within the knowledge of and are available to Tenant pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require if said statement is prepared for signing by Landlord. Failure to deliver the executed offset statement or estoppel certificate to Landlord within ten (10) days from receipt of same, shall be conclusive upon Tenant for the benefit of the party requesting the statement or certificate, or his successor, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord in the statement or certificate delivered to Tenant.

ARTICLE 17: NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

Landlord:
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
ATTN: Secretary/General Manager

Tenant:
Luciana Abrego
7141 Soquel Drive
Aptos, CA 95003

ARTICLE 18: WAIVER

- a. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.
- b. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
- c. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the lease.
- d. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.
- e. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

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ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER

19.1 Surrender of Premises

- a. On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations to the Premises in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises , except for alterations that Tenant has the right to remove or is obligated to remove under the provisions herein. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.
- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.
- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

19.2 Holding Over

If Tenant, with Landlord's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' written notice given at any time by either party. All provisions of this lease, except those pertaining to term, option to extend, and option to acquire the Premises, shall apply to the month-to-month tenancy.

ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 General Conditions

20.1.1 Time of Essence

Time is of the essence of each provision of this lease.

20.1.2 Corporate Authority

If Tenant is a corporation, Tenant shall deliver to Landlord on execution of this lease a certified copy of a resolution of its board of directors authorizing the execution of this lease and naming the officers that are authorized to execute this lease on behalf of the corporation.

20.1.3 Successors

This lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Article 12.

20.1.4 Rent Payable in U.S. Money

Rent and all other sums payable under this lease must be paid in lawful money of the United States of

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America.

20.1.5 Real Estate Brokers; Finders

Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

20.1.6 Status of Parties on Termination of Lease

In the event of termination, the rights and obligations of the parties, which by their nature survive termination covered by this Lease, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Lease shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended, and the hold harmless agreement and insurance provisions, contained in Article 10 shall survive.

20.1.7 Exhibits--Incorporation in Lease

All exhibits referred to are attached to this lease and incorporated by reference.

20.1.8 Licenses and Permits

It shall be Tenant's responsibility, at Tenant's sole cost and expense, to obtain all necessary licenses and permits to carry out the terms of this lease and to operate the business above mentioned on the leased Premises. Landlord makes no representation as to the availability of and opportunity for licenses and permits for any leased Premises at the Center.

20.1.9 Pest Control

Landlord shall contract with a licensed pest control firm for the control of pests in the Premises. The duration, extent, and frequency of pest control measures shall be determined by Landlord. Tenant shall reimburse Landlord for the costs incurred by Landlord for this service on a quarterly basis.

20.1.10 Drug and Alcohol Policy

Tenant and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at Metro Center or at any District facility, or distribute same to Landlord's employees, passengers, or the general public.

20.1.11 Smoke Free

The Center is a smoke free facility. Tenant shall comply with State law and the City Ordinance regarding smoking. Tenant and its employees and customers shall not smoke tobacco products on the premises.

20.1.12 Information Form

Tenant shall provide to Landlord a completed information form containing names and telephone numbers of contact person, on a semi-annual basis or when changes occur.

20.1.13 Termination for Convenience

The lease may be terminated by the Landlord upon fifteen (15) days notice at any time without cause for any reason in whole or in part, whenever the Landlord determines that such termination is in the Landlord's best interest.

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20.1.14 Publicity

Tenant agrees to submit to Landlord all advertising, sales promotion, and other public matter relating to any service furnished by Tenant wherein the Landlord's name is mentioned or language used from which the connection of Landlord's name therewith may, within reason, be inferred or implied. Tenant further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of the Landlord.

20.1.15 Consent to Breach Not Waiver

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

20.1.16 Prohibition of Discrimination against Qualified Handicapped Persons

Tenant shall comply with the provisions of the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

20.1.17 Cal OSHA/Hazardous Substances

- 20.1.17.1 Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the premises shall be used, stored, and removed in compliance with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements.
- 20.1.17.2 Tenant shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Landlord's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.
- 20.1.17.3 Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 20.1.17.4 Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- 20.1.17.5 Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- 20.1.17.6 Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any an all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as "Claims".

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- (i) Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and
- (ii) Any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

20.1.18 All Amendments in Writing

No amendment to this Lease shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

20.1.19 Responsibility for Equipment

Landlord shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment or furniture used by Tenant, or any of its employees, even though such equipment or furniture be furnished, rented or loaned to Tenant by Landlord.

20.1.20 Equipment

Tenant is responsible to return to the Landlord in good condition any equipment, including keys, issued to it by the Landlord pursuant to this Agreement. If the tenant fails or refuses to return Landlord-issued equipment, furniture or keys within five days of the conclusion of the tenant use of the premises the Landlord shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to tenant or take other appropriate legal action at the discretion of the Landlord.

20.1.21 Nondiscrimination

Tenant shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this lease agreement.

20.1.22 Liens

Tenant shall keep the Premises and building and the property on which the Premises are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

This lease shall be construed and interpreted in accordance with the applicable laws of the State of California and of the United States of America. Each party shall perform its obligation hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

20.1.23 Integrated Agreement; Modification

This lease including all exhibits constitutes the entire understanding and agreement between the Landlord and the Tenant and supersedes, revokes, and cancels any and all previous negotiations, representations, and understanding between the parties and cannot be amended or modified except by a written agreement.

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20.1.24 Provisions are Covenants and Conditions

All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

20.1.25 Use of Definitions

The definitions contained in this lease shall be used to interpret this lease.

20.1.26 Definitions

As used in this lease, the following words and phrases shall have the following meanings:

- a. ALTERATION: Any addition or change to, or modification of, the Premises made by Tenant after the fixturing period, including, without limitation, fixtures, but excluding trade fixtures as defined here, and tenant's improvements as defined here.
- b. AUTHORIZED REPRESENTATIVE: Any officer, agent, employee, or independent contractor retained or employed and acting within authority given him/her by that party.
- c. CONSENT: Landlord's or Tenant's express, prior, written approval on the party's letterhead.
- d. DAMAGE: Injury deterioration or loss to a person or property caused by another person's acts or omissions. Damage includes death.
- e. DAMAGES: A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered injury to his/her person, property, or rights through another's act or omission.
- f. DESTRUCTION: Damage, as defined here, to or disfigurement of the Premises.
- g. ENCUMBRANCE: Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation.
- h. EXPIRATION: The coming to an end of the time specified in the lease as its duration, including any extension of the term resulting from the exercise of an option to extend.
- i. GOOD CONDITION: The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- j. HOLD HARMLESS: To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined here, to any person or property.
- k. LAW: Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

- l. LENDER: The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. LIEN: A charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. MAINTENANCE: Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. PERSON: One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.
- p. PROVISION: Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. PUBLIC AREA: Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord. Public area is the common area.
- r. RENT: Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. RESTORATION: The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. SUBSTANTIAL COMPLETION: Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.
- u. SUCCESSOR: Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. TENANT'S IMPROVEMENT: Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. TENANT'S PERSONAL PROPERTY: Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit E.
- x. TENANT'S TRADE FIXTURE: Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit E.
- y. TERM: The period of time during which Tenant has a right to occupy the Premises.
- z. TERMINATION: The ending of the term for any reason before expiration, as defined here.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT**

20.1.27 Captions

The captions of this lease shall have no effect on its interpretation.

20.1.28 Singular and Plural

When required by the context of this lease, the singular shall include the plural.

20.1.29 Joint and Several Obligations

"Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

20.1.30 Severability

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

ARTICLE 21: ATTORNEYS' FEES

In the event suit is brought to enforce or interpret any part of this Lease Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his costs of attorney's fees.

ARTICLE 22: AUTHORITY

Each party has full power and authority to enter into and perform this lease, and the person(s) signing this lease on behalf of each has been properly authorized and empowered to enter into this lease. Each party further acknowledges that it has read this lease, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, Landlord and the Tenant execute this lease and has affixed his/her signature(s) the day and year first herein above written.

LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: _____
Leslie R. White, Secretary/General Manager
Date _____

TENANT-Luciana Abrego, dba Taqueria El Dandy

BY: _____
Lucian Abrego, Owner
Date _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT

Approved as to Form:

BY:

MARGARET GALLAGHER
District Counsel

Date

Exhibit A- Floor plan

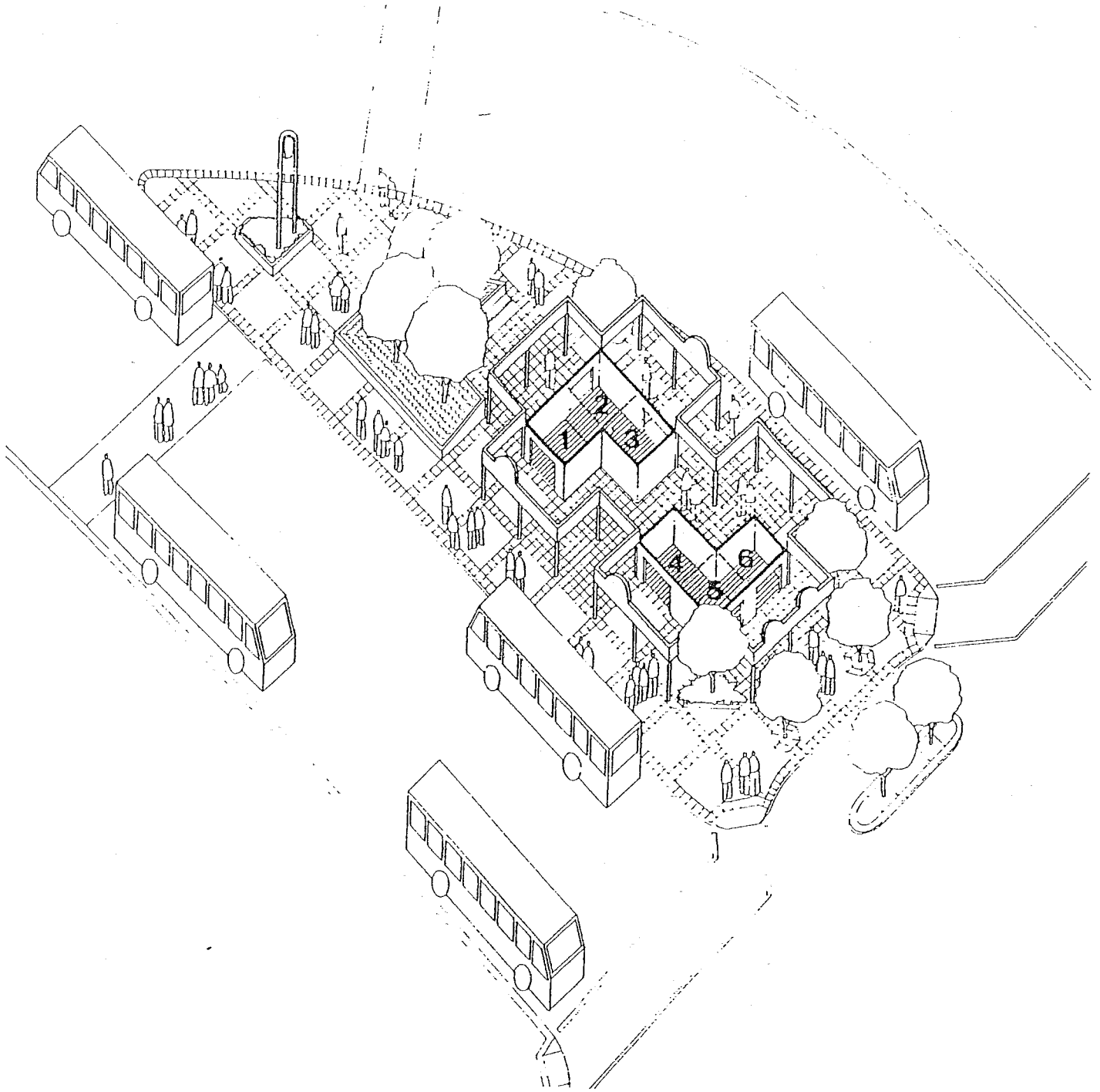
Exhibit B- - Menu, hours of operation

Closure for Transit District Holidays- Thanksgiving (4th Thursday in November),
Christmas (Dec. 25), New Year's Day (Jan. 1)

Exhibit C- Rules and Regulations

Exhibit D- Tenant's Personal Property

Exhibit A



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EXHIBIT B

USE: HOURS OF USE

Tenant's business shall be that of operating a Taqueria.

The following items and products are approved by landlord for sale by Tenant:

Mexican food and Taqueria food items and drinks.

It is the intent of Landlord to deny any request by Tenant for sale of the items listed below.

1. Pre-packaged sandwiches;
2. Convenience store items;
3. Drip Coffees and espressos
4. Chinese food;

Tenant's business hours shall be as follows:

9:00 a.m. until 9:00 p.m. daily

Tenant shall not change business hours without Landlord's consent.

INITIALS

Landlord: _____

Date: _____

Tenant: _____

Date: _____

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EXHIBIT C
SANTA CRUZ PACIFIC STATION
RULES AND REGULATIONS FOR TENANTS

1. SIGNS AND ADVERTISEMENTS

No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Pacific Stat Building or any Kiosk including on windows or doors without the prior written consent of Landlord, and Landlord shall have the right to remove any non-complying sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

2. BUSINESS NAME OR LOGO ON WINDOWS; SUNSCREENS

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord. Landlord intends to maintain design continuity, and Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, balcony or wall, which may appear unsightly from outside the Premises. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

3. FREE MOVEMENT

The sidewalks, halls, passages, exits, entrances, driveways, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the premises.

4. LOCKS

Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without landlord's written permission.

5. USE OF RESTROOMS

The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance or objects of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by the Tenant who, or whose employees or invitees shall have caused it.

6. CARE OF PREMISES

Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

7. FURNITURE; EQUIPMENT; SAFES

No furniture, or equipment of any kind shall be brought into the Pacific Station Building without prior notice to Landlord and all moving of the same into or out of the premises

11.a27

shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to Pacific Station, the Premises or any building or area related thereto by moving or maintaining any such safe or other property shall be repaired or replaced at the expense of Tenant.

8. USE OF PREMISES; PETS

Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of Pacific Station or any kiosk by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Pacific Station, the Premises or any kiosk or area related thereto, except service dogs are allowed in accordance with Federal and State law.

No cooking shall be done or permitted by Tenant except as part of Tenant's approved business, nor shall the Premises be used for the exterior storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

9. HAZARDOUS FLUIDS, HVAC

Tenant shall not use or keep in Pacific Station, the Premises, any kiosk or any area related thereto any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied or otherwise approved by Landlord.

10. ELECTRICAL WORK; LOCATION OF EQUIPMENT

Landlord will direct electricians as to where and how electrical outlets, telephone, computer and telegraph wires and cables are to be introduced onto the Premises. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of electrical outlets, telephones, call boxes and other business equipment affixed to the Premises shall be subject to the approval of Landlord.

11. RESTRICTION OF BUILDING ACCESS FOR PUBLIC GOOD

In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to Pacific Station, including the Premises and any area related thereto during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building.

12. RIGHT TO EXCLUDE OR EXPEL

Landlord reserves the right to exclude or expel from Pacific Station, including the Premises and any area related thereto, any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of Pacific Station or Federal, State, Municipal or Transit District law, ordinance or resolution.

13. INSTALLATION OF MACHINES

No vending machine or machines of any description shall be installed, or maintained or operated upon the Premises without the written consent of the Landlord.

14. RIGHT TO CHANGE NAME AND STREET ADDRESS

Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of Pacific Station of which the Premises are a part.

15. QUIET ENJOYMENT

Tenant shall not disturb, solicit, or canvass any occupant of Pacific Station or any Kiosk and shall cooperate to prevent it.

16. USE OF BUILDING NAME

Without the written consent of Landlord, Tenant shall not use the name of Pacific Station, The Santa Cruz Metropolitan Transit District in connection with or in promotion or advertising the business of Tenant except as Tenant's address or unless Tenant has received Landlord's written permission.

17. CONTROL AND OPERATION OF PREMISES FOR PUBLIC GOOD

Landlord shall have the right to control and operate the public portions of Pacific Station, and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of tenants, in such manner as it deems best for the benefit of the tenants and public generally.

18. DOOR SECURITY

All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be closed except for normal ingress and egress from the Premises.

19. DISTRICT BUSINESS; CARE OF PATRONS

Landlord's primary business and public purpose is public transit, and Tenant shall

cooperate with Landlord's bus operating policies at Pacific Station. Tenant shall take care in preparing, packaging and serving food and beverages to assure that buses, bus operators, and bus passengers are not endangered, damaged, or inconvenienced. No food or beverage shall be sold, and no food or beverage shall be packaged in such a way that, in Landlord's sole opinion, may unduly soil, litter, stain, create a visual nuisance or increase Landlord maintenance costs on or about Landlord equipment, buses, or property.

20. VEHICLE RESTRICTION

No vehicles shall be operated, parked or otherwise driven onto Pacific Station's bus driveways by Tenant or its employees or agents. Any vehicles in Pacific Station may be towed immediately by Landlord or Landlord's agent, at the violator's expense.

21. PICK UP AND DELIVERIES

Pick up and deliveries of goods, merchandise, supplies, equipment, or service to Tenant's Premises shall be before 7:00 a.m. and after 5:30 p.m. Pick up and deliveries of any type in Pacific Station bus lanes or driveways are strictly forbidden. Tenant is responsible to inform all of Tenant vendors and distributors of these restrictions.

22. NO SMOKING

The entire Pacific Station is a smoke-free facility. Tenant shall refrain from smoking at any location within Pacific Station and shall inform its employees and patrons that the Center is smoke-free.

23. BIKE USE AND ABANDONMENT

Neither Tenant nor its employees or patrons shall operate bicycles at the Pacific Station. If Tenant observes anyone riding a bicycle at the Center he/she shall notify such individual of this rule.

If a bicycle is abandoned at Pacific Station, Tenant shall have it removed in accordance with California State law.

24. LOITERING

Tenant shall not allow or permit loitering in or about the Premises.

25. SKATEBOARDING/BIKE RIDING/ROLLER BLADING

Skateboarding, bike riding and roller-blading are prohibited at Pacific Station and in its parking lot. Neither Tenant nor its employees shall skateboard, operate a bicycle or roller-blade at any location at Pacific Station.

26. GARBAGE

No trash or garbage generated off the premises of Pacific Station shall be placed into dumpsters designated for Pacific Station tenants.

All trash or garbage generated on the premises of Pacific Station shall be placed inside the appropriate dumpster by tenants.

If any tenant leaves trash or garbage on, around or near the dumpster, or if any tenant places garbage generated off-site into a dumpster designated for Pacific Station tenants, then a \$50.00 fine will be assessed per occurrence to the tenant responsible for such action.

INITIALS

Landlord: _____

Date: _____

Tenant: _____

Date: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: January 22, 2010

TO: Board of Directors

FROM: Leslie White, General Manager
Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION MODIFYING METRO'S BYLAWS TO REFLECT CHANGES TO METRO'S ADMINISTRATIVE OFFICE ADDRESS

I. RECOMMENDED ACTION

Approve the Resolution of METRO's Bylaws as set forth in Attachment A with proposed modifications.

II. SUMMARY OF ISSUES

- On December 4, 2009, Santa Cruz METRO's Administrative Offices were relocated.
- Changes have been made to Attachment A, which reflect the new address of 110 Vernon Street, Santa Cruz, CA 95060.

III. DISCUSSION

Santa Cruz METRO's Administrative Offices were relocated to 110 Vernon Street, Santa Cruz, CA, 95060 on December 4, 2009. Staff has reviewed METRO's Bylaws and made the necessary modifications to Section 1.02 and added the new address to Section 15.01 to alert the reader to the exact location of METRO's official Bulletin Board. Additionally, the conference room identified in Section 1.02 was modified to correspond to the new conference room name.

IV. FINANCIAL CONSIDERATIONS

NONE.

V. ATTACHMENTS

A: Bylaws Resolution as modified, including all proposed modifications

RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92,
4-15-94, 4-21-95, 4-27-97, 9-18-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01, 9-21-01, 02-15-02, 06-21-02,
09-27-02, 10-10-03, 12-19-03, 09-24-04,
12-17-04; 02-24-06; 02-23-07; 05-25-07;
05-23-08; and 08-28-09
On the Motion of Director:
Duly Seconded by Director:
Is Hereby Amended: 01-22-10

A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS
ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR,
AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND
CREATION OF OTHER OFFICES

I. REGULAR MEETINGS

1.01 Regular Meetings; Time

Regular meetings of the Santa Cruz Metropolitan Transit District (METRO) Board of Directors shall be held on the second Friday of each month (if needed) from 9:00 a.m. to not later than 11:00 a.m. and on the fourth Friday of each month from 9:00 a.m. to not later than noon. The Board of Directors may extend the meeting times as necessary through Board action. Notwithstanding the foregoing, if a regular meeting falls within 5 working days of a recognized METRO holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year. This schedule shall include the date, location and commencement time for each regular meeting of the Board of Directors and shall be posted on METRO's website, and METRO's official Bulletin Board throughout the year.

1.02 Regular Meetings; Place

- (a) The Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the ~~Encinal~~ Santa Cruz Conference Room at Santa Cruz Metropolitan Transit District, ~~370 Encinal Street, Suite~~

100110 Vernon Street, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except when the Board of Directors' regular meeting schedule sets forth an alternate location.

- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, gender, pregnancy or related medical condition, age, marital status, medical condition (cancer related or genetic characteristics), sexual orientation, veteran status, or which is inaccessible to persons with physical or mental disabilities, or where members of the public may not be present without making a payment or purchase.

1.03 Regular Meetings; Open to the Public

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out

- (a) Prior to holding any closed session, the Board of Directors shall disclose, in an open meeting, the item or items to be discussed in the closed

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session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

II. AGENDA

2.01 Agenda; Notification and Posting

- (a) In order to facilitate the orderly conduct of the business of the Board of Directors, all reports, communications, resolutions, or other matters to be submitted to the Board of Directors shall be submitted to the Secretary/General Manager not later than 5:00 p.m. on the Thursday one week prior to the date of the regular Board of Director's meeting unless the Administrative Offices are closed for a holiday, in which case, the deadline shall be moved up one day.
- (b) The Chair, in consultation with the Secretary/General Manager, shall arrange the agenda and shall furnish a copy of it to each member of the Board, to the District Counsel, to the management staff, and to METRO's Union representatives not later than the Tuesday in the week of a Regular Board meeting; the agenda shall be posted on the Official Bulletin Board for the public at the Administrative Office of the Santa Cruz Metropolitan Transit District at least 72 hours preceding each regular Board meeting. A record of this posting including the time and place of posting will be maintained by the Administrative Services Coordinator.
- (c) The agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The description will be reasonably calculated to inform the public of the general nature of the subject matter of the item so that the public may seek further information on items of interest. The description will focus on the substance of the matter rather than the contemplated action. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.
- (d) Copies of the agenda shall be mailed to any individual or entity that has

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requested it. The Full Agenda Packet which includes attachments is available online at METRO's website, scmttd.com. Individuals and entities can voluntarily subscribe or unsubscribe to receive automated email notification when METRO's agendas and agenda packets are available online.

2.02 Agenda; Public Input

Every agenda for regular open meetings shall provide an opportunity for members of the public to directly address the Board of Directors on any item of interest to the public, and before or during the Board's consideration of the item, that is within the subject matter jurisdiction of METRO, provided that no action shall be taken on any item not appearing on the agenda unless the Board complies with Section 2.03 below.

2.03 Agenda; Action Taken Not on Agenda

- (a) No action or discussion shall be taken on any item not appearing on the posted agenda except that members of the Board of Directors present at the meeting or METRO staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, Directors or METRO staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Director or the Board itself may, subject to METRO's rules and regulations, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or, take action to direct staff to place a matter of business on a future agenda.
- (b) Notwithstanding subdivision (a) above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this section, the Chair of the Board of Directors shall publicly identify the item.
 - (i) Upon a determination by a majority vote of the Board of Directors that an emergency situation exists, as defined in Section 4.01(b) herein;
 - (ii) Upon a determination by a two-thirds vote of the Directors present at the meeting, or, if less than two-thirds of the members present at the meeting, a unanimous vote of those member present, that there

is a need to take immediate action and that the need for action came to the attention of METRO subsequent to the agenda being posted; or

- (iii) The item was posted pursuant to a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

2.04 Agenda; Other Distributed Writings

- (a) Agendas and any other writings when distributed to all or a majority of all, the members of the Board of Directors by any person in connection with a matter subject to discussion or consideration at a public meeting are public records and shall be made available without delay unless the writing is exempt from disclosure pursuant to the California Public Records Act.
- (b) Writings which are public records as set forth above and which are distributed during an open meeting shall be made available for public inspection at the meeting if prepared by METRO or a Director or after the meeting if prepared by some other person.

III. SPECIAL MEETINGS

3.01 Special Meetings; Notice and Purpose

- (a) A special meeting may be called at any time by the Chair or by a majority of the members of the Board of Directors, by delivering written notice to each member of the Board of Directors, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be delivered personally or by any other means at least 24 hours in advance of the meeting. The call and written notice shall specify the time and place of the special meeting and the business to be transacted and discussed.
- (b) No other business shall be considered at the special meeting. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

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- (c) Every notice for a special meeting at which action is proposed to be taken on an item shall provide an opportunity for members of the public to directly address the Board of Directors concerning any item that has been described in the notice for the meeting before or during consideration of that item.
- (d) Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting.

IV. EMERGENCY MEETINGS

4.01 Emergency Meetings; Notice and Purpose

- (a) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency open meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement or both of the notice and posting requirements of s Special Meeting.
- (b) For purposes of this section, "emergency situation" means any of the following:
 - (i) An Emergency means a work stoppage, crippling disaster or other activity, which severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.
 - (ii) A dire emergency means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board of Directors to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of the members of the Board of Directors.
- (c) Although no notice to the public is required, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified by the presiding Chair of the Board of Directors, or designee thereof, one hour prior to the emergency meeting by telephone or in the case of a dire emergency, at or near the time that the Chair or designee notifies the directors of the emergency meeting. The notice shall be given by telephone and all telephone

numbers provided in the most recent request of such newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Chair or designee thereof, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

4.02 Emergency Meetings; Open to the Public

Emergency meetings are always open meetings regardless of the subject matter except that if agreed to by a two-third vote of the Directors present or if less than two-thirds of the Directors are present, by a unanimous vote of those present, the Board of Directors may hold a closed session with the Attorney General, District Attorney, District Counsel, Sheriff or Chief of Police or their respective deputies, or a security consultant or a security operation manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public service or public facilities.

4.03 Emergency Meetings; Requirements

All special meetings requirements, as prescribed in Section 3.01 herein, shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

4.04 Emergency Meetings; Minutes

The minutes of a meeting called pursuant to this section, a list of persons who the presiding chair of the Board of Directors, or its designee notified or attempted to notify, a copy of the roll call vote and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

V. DIRECTORS

5.01 The Board of Directors

METRO shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all of the areas in the County of Santa Cruz.

5.02 Appointment

The membership of the Board of Directors shall be composed of one member

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appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County election official advises the Board that the latest official census indicates a need for reapportionment.

5.03 Qualifying Appointees to Board; Area residence

- (a) The appointees to the Board shall have been residents of the area encompassed by the District for at least 30 days prior to their appointment and they shall also be residents of the City whose City Council appointed them, or a resident of the County if appointed by the Board of Supervisors.
- (b) A person shall not be appointed to, or be a member of the Board of Directors unless that person is a resident of the District and has resided within the District at least 30 days immediately prior to his/her appointment to the Board.

5.04 Term of Office

- (a) The term of office for each Director shall be four years.
- (b) If the appointee of any legislative body is one of its own members the appointee may serve only as long as the appointee is a member of the legislative body.
- (c) An appointment to fill a vacancy on the Board or an appointment made after the expiration of the preceding term shall be for the unexpired portion of the term.
- (d) The failure of a Board member to attend three consecutive meetings of the Board without good cause shall create a vacancy in the office of the Board member.

12.08

5.05 Directors' Code of Ethics

A Directors' Code of Ethics is attached as Exhibit A to these Bylaws and shall serve as a guideline for the Directors in the work that they perform on behalf of METRO.

5.06 Director Compensation and Reimbursement

- (a) Each Director shall receive compensation of \$50, up to a maximum of \$100 per month and their actual and necessary expenses, for performance of official METRO duties which shall include the following activities:
 - i) Attendance at meetings of the Board of Directors;
 - ii) Attendance at meetings, as a District committee member, of a committee appointed by the Chair of the Board or the Board itself;
 - iii) Attendance at Advisory Committee meetings, as a METRO Director;
 - iv) Attendance at meetings, as a METRO Director, of the American Public Transit Association; and
 - v) Attendance at meetings, as a METRO Director, of the California Transit Association.

- (b) In addition to the meetings set forth above, each Director may receive reimbursement for the actual and necessary expenses incurred for the following METRO Official Duties:
 - i) Attendance at meetings with State and Federal legislators and/or government officials re METRO business;
 - ii) Attendance at meetings with official METRO visitors and/or perspective METRO employees; and/or
 - iii) Participation at required educational and training meetings or seminars.

- (c) Each Director shall be reimbursed for actual and necessary expenses incurred in the performance of official METRO duties. Reimbursement rates for travel, meals, and other actual and necessary expenses shall be in accordance with the reasonable reimbursement rates set forth in Exhibit B. Notwithstanding the foregoing, Directors shall not receive reimbursement for any costs incurred for lodging accommodations or for airline flights as those expenses shall only be booked and directly paid by METRO's Administrative Services Coordinator.

- (d) The Board of Directors in a public meeting shall approve all expenses that

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do not fall within the reimbursable rates set forth in Exhibit B before the expense is incurred.

5.07 Reimbursement Process and Expense Report Form

- (a) METRO's Administrative Services Coordinator shall schedule all conferences, lodging accommodations and transportation (including the scheduling of a METRO vehicle for in-state travel) for a Director and will obtain the best rate available at the time of booking. In no event shall the lodging costs exceed the maximum group rate published by the conference or activity sponsor provided that lodging at the group rate is available to the Director at the time of booking. If the group rate is not available, the Administrator Services Coordinator shall use comparable lodging that is consistent with those rates.
- (b) Directors shall utilize METRO vehicles in the performance of official METRO duties in state when possible. If a METRO vehicle is available but the Director prefers to utilize his/her own vehicle, no mileage reimbursement shall be allowed.
- (c) The Administrative Services Coordinator shall provide each Director with an Expense Report form to be filed with METRO for reimbursement of the actual and necessary expenses incurred on behalf of METRO in the performance of official duties or at a Director's request. The expense reports shall document that expenses meet the existing policy for expenditure of public resources. Directors shall submit expense reports within a reasonable time after incurring the expense but in no event later than four weeks after the expense has been incurred. The receipts documenting each expense shall accompany all reports. The Chair of the Board shall review the reports and insure compliance. Under no circumstances shall expenses be paid or reimbursed to a Director that are not allowed including any expenditures for spouses, friends, or others not specifically authorized by this policy to incur reimbursable expenses.
- (d) Directors shall provide brief reports about the meetings attended at the expense of METRO at the next regular meeting of the Board of Directors.
- (e) All documents related to reimbursable agency expenditures are public record subject to disclosure under the California Public Records Act.

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VI. PRESIDING OFFICERS

6.01 Election

- (a) The Directors shall at the first meeting in January nominate members of the Board of Directors to serve as Chair and as Vice-Chair. Nominations may be received until final selections occur. The Board of Directors shall, at its second regular meeting in January (generally televised) of each year, choose one of its members to serve as Chair and one of its members to serve as Vice-Chair to serve for the balance of the calendar year or until the selection of their successors. The officer election shall be agendized at the second meeting immediately following the roll call and shall not be paired with any other item.
- (b) Should the office of the Chair become vacant during the calendar year, the Vice-Chair shall assume the office of Chair. Should the office of Vice-Chair become vacant, the nomination and selection of Vice-Chair shall be agendized and acted upon by the Board of Directors.
- (c) In the event of a vacancy of both the Chair and Vice-Chair positions, the Directors shall meet in order to nominate members of the Board of Directors for the vacant positions and make final selections.

6.02 Chair to Preside

The Chair shall preside at all meetings of the Board of Directors, except the regular meeting of the Board of Directors held on the second Friday of the month which shall be presided by the Vice Chair. The Chair, or if presiding, the Vice Chair shall have authority:

1. to determine the order of business under the rules of the Board of Directors;
2. to enforce the rules of the Board of Directors; and
3. to preserve order at all meetings and to remove or cause the removal of any person from any meeting of the Board of Directors for disorderly conduct.

6.03 Absence of Chair

If the Chair is absent or unable to act, the Vice-Chair shall serve until the Chair returns or is able to act. The Vice-Chair has all of the powers and duties of the Chair while acting as Chair. In the absence of both the Chair and the Vice-Chair, the Directors shall nominate and elect a director to serve as chair pro tempore during such absences.

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VII. CONDUCT OF MEETING

7.01 Call to Order

The Chair, or such other Director as may be presiding, shall at the hour appointed for the meeting, immediately call the Board of Directors to order when a quorum is present. The Chair shall preserve strict decorum at all meetings. She/he shall state every question coming before the Board of Directors, call for the vote, announce the decisions of the Board of Directors, and decide all questions of order, subject, however, to an appeal to the Board of Directors, in which a majority vote of the Board of Directors shall govern and conclusively determine such question of order.

7.02 Rights of Chair

The Chair, or such other member of the Board as may be presiding, may second and debate, subject only to such limitation of debates as are by these rules imposed on all members; the Chair shall not be deprived of any of the rights and privileges of a Director by reason of holding the position of Chair.

7.03 Rules of Debate

- (a) Every Director desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all references to personalities and indecorous language.
- (b) A Director, once recognized, shall not be interrupted when speaking unless it is to call her/him to order. If a Director, while speaking, is called to order, she/he shall cease speaking until the question of order is determined and, if in order, she/he shall be permitted to proceed.
- (c) A Director may request, through the presiding officer, the privilege of having an abstract of her/his statement on any subject under consideration by the Board of Directors entered into the minutes. If the Board of Directors consents thereto, such statement shall be entered; provided, however, that any Director, without the Board's consent, shall have the right to have the reasons for her/his dissent from, or protest against, any action of the Board of Directors entered into the minutes.
- (d) The Secretary/General Manager may be directed by the Chair, with the

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consent of the Board, to enter in the minutes a synopsis of the discussion of any question coming properly before the Board of Directors.

7.04 Rules of Procedure

Rules of Procedure, which are attached hereto as Exhibit C and incorporated herein by reference shall be followed by the Board of Directors. A complete copy of the Bylaws shall be included in each Director's Board packet and made available for members of the public at Board of Directors' meetings.

7.05 Disruption of Meeting: Clearing Room

In the event that any meeting is willfully interrupted by an individual, a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individual(s) who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. In order to readmit individuals who were not disruptive, the following procedure shall be used:

- (a) When a meeting is disrupted to the point that it cannot be continued, the Chair shall order those persons causing the disruption to leave the meeting.
- (b) If those causing the disruption fail or refuse to leave the meeting, the Chair shall recess the meeting, order the meeting room cleared and summon law enforcement.
- (c) Upon the arrival of law enforcement, the Chair shall reconvene the meeting.
- (d) METRO Staff shall be directed to readmit those members of the public who did not engage in the disorderly conduct on an individual and intermittent basis.
- (e) If the meeting is again disrupted, the Chair shall cause the meeting room to be cleared and the meeting will continue with only the press in attendance if they have not engaged in any disruption.

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VIII. QUORUM

8.01 Transaction of Business; Quorum

A six-member majority of the regular members of the Board of Directors shall constitute a quorum for the transaction of business.

IX. ADJOURNMENT/CONTINUANCES

9.01 Adjournment of Meeting

- (a) The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
- (b) Less than a quorum may adjourn any meeting.
- (c) In the absence of all Directors from any meeting, the Secretary/General Manager may declare the meeting adjourned to a stated day and hour. If she/he does, she/he shall then cause written notice of the adjournment to be given in the same manner as provided for Special Meetings set forth herein.
- (d) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regularly adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of adjournment.
- (e) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned meeting is a regular meeting for all purposes.
- (f) When an order of adjournment of any meeting fails to state the hour that the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings of the Board of Directors.
- (g) Any hearing being held, or noticed or ordered to be held, by the Board of Directors at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board of Directors in the same manner and to the same extent set forth above for the adjournment of meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of

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hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

X. MINUTES

10.01 Minute Book Record of Open Sessions

- (a) The Secretary/General Manager, or her/his designee, shall attend all open meetings of the Board of Directors and record and maintain a full and true record of all of the proceedings of the Board of Directors in books that shall bear appropriate titles and be devoted to such purpose. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.
- (b) Unless the reading of the minutes of a Board of Directors meeting is requested by the Board of Directors by a majority vote, such minutes may be approved without reading if the Secretary/General Manager has previously furnished each member with a synopsis thereof.

10.02 Minute Book Record of Closed Sessions

The Secretary/General Manager and/or his/her designee shall attend each closed session of the Board of Directors unless otherwise directed by the Board of Directors and shall keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The closed session minute book is not a public record and shall be kept confidential. This minute book shall be available only to members of the Board of Directors or, if a violation of the Ralph M. Brown Act is alleged to have occurred at a closed session, to a court of general jurisdiction.

10.03 Protests and Dissents by Directors Entered in Minutes

Any Director shall have the right to have the reasons for the Director's dissent from, or protest against any action of the Board entered in the minutes.

XI. PUBLIC'S ROLE IN MEETINGS/PUBLIC HEARINGS

11.01 Public Addressing the Board

- a. The Chair of the Board of Directors may depending on the circumstances, limit the total amount of time allocated for public testimony on particular

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issues and/or for each individual speaker. However, any restrictions placed on public testimony shall be reasonable and not an effort to suppress expression merely because of the content of the speaker's view.

- b. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

11.02 Public Hearings

- a) A public hearing will be held before the Board of Directors when required by federal, state, or local laws or regulations or when it is asked to take action on any of the following projects:
 - (i) A change in 25% or more to the service mileage of any route.
 - (ii) A change in METRO fares.
 - (iii) Adoption of a Resolution authorizing application for federal funds, state or local funds when required by the funding source.
 - (iv) Adoption of any action taken relating to the adoption of any plan, environmental document, property acquisition, resolution, condemnation resolution or other action relating to a project or property where such public hearing is required by state, federal or local law.
 - (v) Adoption of the Annual Budget.
 - (vi) Adoption of the Short Range Transit Plan.
 - (vii) Adoption of an Ordinance.
- b) A METRO Regulation shall set forth the specific procedures to be followed in setting up a public hearing.

XII. RESOLUTIONS, ORDINANCES AND MOTIONS

12.01 Acts of Board

The acts of the Board of Directors shall be expressed by Motion, Resolution or Ordinance. No Ordinance, Resolution or Motion shall have any validity or effect unless passed by the affirmative votes of six directors. The Board of Directors shall not take action by secret ballot, whether preliminary or final in an

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open or closed session.

12.02 Resolution

- (a) No resolution shall be adopted by the Board unless it is presented before the Board in writing or read aloud. Where copies of the resolution have been presented to each Director, the reading of the resolution is automatically waived unless a Director specifically requests that it be read.
- (b) A Resolution can be passed through a unanimous voice vote of all those present. However, if a dissent is registered, then a roll call vote shall be taken.

12.03 Ordinance

- (a) No ordinance shall be passed until a public hearing has been held on it, which hearing shall be advertised in a newspaper of general circulation or posted in at least three public places at least 15 days prior to the hearing. No ordinance shall be adopted by the Board of Directors on the day of introduction. Ordinances must be adopted by a roll call vote.
- (b) All ordinances shall be printed after passage, and maintained in METRO Administrative Offices.
- (c) The enacting clause of all ordinances shall be as follows:

"Be it enacted by the Board of Directors of the Santa Cruz Metropolitan Transit District:..."
- (d) All ordinances shall be signed by the Chair of the Board or Vice-Chair and attested by the Secretary/General Manager.

XIII. METHOD OF VOTING

13.01 Voice Vote

Unless a roll call vote is specifically requested by a Director, all matters, except the voting on Ordinances, shall be decided by voice vote. All actions of the Board of Directors shall be approved by affirmative vote of a minimum of six voting members of the Board of Directors unless otherwise specifically required.

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13.02 Silence Recorded as Affirmative Vote

A member's silence shall be recorded as an affirmative vote.

13.03 Duty to Vote

Each Director has a duty to vote when present at a meeting on matters coming before the Board of Directors or a Board Committee unless he/she has notified the Board of Directors of a legal conflict of interest in accordance with California state law. If a conflict of interest is disclosed, the Director shall adhere to all California legal requirements.

XIV. COMMITTEES AND APPOINTMENTS

14.01 Creation of Committees

- (a) The Board of Directors may establish committees for a stated purpose. If required by California Law, committees and their members shall comply with the Ralph M. Brown Open Meeting Act. Committees are required to comply with these Rules and Regulations. The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work.
- (b) Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. Appointees to committees serve at the pleasure of the Board of Directors, except that no appointee will be removed from office for an illegal reason including the exercise of his/her right to speak about matters of public concern.
- (c) The committees shall include the following:
 - (i) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy. Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.

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- (ii) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to METRO's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:

- (iii) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District. Its purpose is to advise the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO. MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC. The Board of Directors shall approve bylaws to be followed by MAC.

14.02 Appointment to Santa Cruz County Regional Transportation Commission

- (a) The Board of Directors shall each year in January appoint three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC) who must be members of the Board of Directors. The Board Chair shall submit nominations of three representatives and three alternates for the first Board meeting in January. At that first meeting in January, the Chair shall entertain other nominations for SCCRTC representatives and alternates from the Directors. Nominations may be received until final selections occur. Thereafter at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives or a slate of three alternates for appointment.

- (b) The Board of Directors may provide its SCCRTC representatives with guidance on issues coming before the Commission to assist the director/commissioner in serving the best interests of METRO.

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XV. OFFICIAL BULLETIN BOARD

15.01 Posting of Notices

- (a) For purposes of posting official notices of the Board of Directors, notices of public hearings, and any other official papers of the Santa Cruz Metropolitan Transit District where posting is required by the law, the Official Bulletin Board of METRO shall be the bulletin board at the entrance of METRO Administrative Office located at 110 Vernon Street, Santa Cruz, California 95060. Should the Board of Directors hold a public hearing at any location other than its regular place of meeting, then, in addition to the posting of the notice on the Official Bulletin Board above listed, posting shall also be made upon or near the door of the place of meeting.
- (b) All advisory committees created by the Board of Directors are required to post any and all official notices including those notices required by law at the official bulletin board at METRO's Administrative office entrance. Additionally, METRO staff may also post notices on the bulletin board at Pacific Station, 920 Pacific Avenue, Santa Cruz, CA 95060.

XVI. OTHER OFFICES

16.01 General Manager; Powers and Duties

In addition to the powers, duties and obligations of the General Manager, as set forth above, and the applicable Public Utilities Code pertaining to the Santa Cruz Metropolitan Transit District, the powers and duties of the General Manager shall include the following:

- (a) To have charge, subject to the direction and control of the Board of Directors, of the acquisition, construction, maintenance, and operation of the facilities of METRO.
- (b) To have charge, subject to the direction and control of the Board of Directors, of the administration of the business affairs of METRO.
- (c) To insure that all ordinances of METRO are enforced.
- (d) To administer the personnel system and collective bargaining agreements adopted by the Board of Directors and, except for officers appointed by the Board, to appoint, discipline or remove all officers and employees

12.9.20

subject to the rules and regulations adopted by the Board, and the applicable provisions of any adopted collective bargaining agreement.

- (e) To prepare and submit or cause to be prepared and submitted to the Board of Directors within 90 days after the end of each fiscal year a complete report of the finances and the administrative activities of METRO for the preceding year, and the financial status of METRO on the last day thereof.
- (f) To keep the Board of Directors advised as to the needs of METRO.
- (g) To formulate and present to the Board of Directors all plans and specifications for the construction of the works of METRO and the means to finance them.
- (h) To cause to be installed and maintained a system of auditing and accounting which shall completely and at all times show the financial condition of METRO.
- (j) Attend meetings of the Board of Directors as directed by the Board, and act as Secretary to the Board.
- (k) To perform such other and additional duties as the Board may require.

16.02 General Manager; Qualifications and Experience

The General Manager shall be chosen on the basis of his/her qualifications with special reference to his/her actual experience in or knowledge of accepted practices and respect to the duties of his/her office as herein above set forth.

16.03 General Manager; Pro Tempore Appointments

The Board of Directors may appoint a General Manager pro tempore during any absence or disability of the General Manager.

16.04 General Manager; Resident Requirement

The General Manager need not be a resident of this State at the time of his/her appointment, however /he/she shall establish a California residency within 30 days of the commencement of his or her duties with the Transit District.

16.05 District Counsel; Appointment, Powers and Duties

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The District Counsel shall be admitted to the practice of law in all courts of this State. The District Counsel shall have the power and be required to:

- (a) Represent and advise, if authorized and directed by the Board of Directors, the Board of Directors and all METRO officers, committees or departments in all matters pertaining to their office.
- (b) Represent and appear, if authorized and directed by the Board of Directors, for METRO and any officer or employee, in any and all actions and proceedings in which METRO or any officer or employee, in or by reason of their official capacity, is concerned or is a party; however, the Board of Directors shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter, or to assist the District Counsel therein.
- (c) Attend all meetings of the Board of Directors as directed by the Board of Directors and give legal advice or opinions in writing whenever requested to do so by the Board of Directors, or by any of the committees or officers of METRO.
- (d) Review all contracts to be made by METRO and provide the Board of Directors, its officers and staff with legal advice regarding same.
- (e) Prepare any and all proposed ordinances or resolutions for METRO and amendments thereto.
- (f) Perform such other acts relating to the office as the Board of Directors shall require; and
- (g) On vacating the office, surrender all books, papers, files, and documents pertaining to METRO's affairs.

PASSED AND ADOPTED this 22nd day of January 2010, by the following vote:

AYES: Directors –

NOES: Directors –

ABSTAIN: Directors –

ABSENT: Directors –

12.022

APPROVED _____

DENE BUSTICHI
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER, District Counsel

12.023

Regulation Number: AR-1004

Computer Title: Director's Code of Ethics

Effective Date: April 16, 1999

Pages: 4

TITLE: Santa Cruz Metropolitan Transit District Director's Code of Ethics

REVISION DATE	SUMMARY OF REVISION	APPROVED
April 16, 1999	Policy Implemented	J.B.
February 24, 2006	Section IX - Ethics training added	M.R.
December 15, 2006	Delete specific section of Director's Code of Ethics	M.R.
May 23, 2008	Change reference to District with "METRO"; Enhance protected classes from discrimination	J.B.

I. POLICY

METRO Directors are public servants and, as such, are expected to be impartial and responsible in fulfilling the public trust placed in them. The public expects the highest standard of ethical conduct from all those in public service. METRO Directors are expected to demonstrate personal integrity, honesty, and truthfulness in all their public activities in order to inspire public confidence and trust in METRO.

II. APPLICABILITY

- 2.01 This policy is applicable to all METRO Directors.
- 2.02 Notwithstanding any provision of this Code every METRO Director shall comply with applicable Federal, State and local laws.

III. RESPONSIBILITIES OF PUBLIC SERVICE

- 3.01 METRO Directors are bound to discharge faithfully the duties of their offices, recognizing that the lives, safety, health, and welfare of the general public must be their primary concern. Their conduct in their official and private affairs should be above reproach to assure that their public office is not used for personal gain.

12.024

IV. POLITICAL ACTIVITY

- 4.01 Except as herein otherwise provided, or as necessary to meet requirements of federal or state law, no restriction shall be placed on the political activities of any METRO Director.
- 4.02 No METRO Director who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid, obstruct, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within METRO.
- 4.03 No METRO Director shall directly or indirectly solicit a political contribution from a METRO employee, except if such solicitation is part of a solicitation made to a significant segment of the public, which may include METRO employees.
- 4.04 No METRO Director who holds, or is seeking election or appointment to, any office shall offer or arrange for any increase in compensation or salary for a METRO employee in exchange for, or promise of, a contribution or loan for the person who holds, or who is seeking election or appointment to such office.
- 4.05 No METRO Director shall engage in political activity while acting in his/her capacity as a Director for METRO.

V. NONDISCRIMINATION

- 5.01 METRO Directors shall not, in the performance of their METRO responsibilities, engage in unlawful discrimination of any sort under any applicable federal, state, county or municipal law or ordinance, including without limitation discrimination against any person on the basis of race, religious creed, color, national origin, ancestry, sex, gender, pregnancy or related medical condition, age, marital status, medical condition (cancer related or genetic characteristics), sexual orientation, veteran status or physical or mental disabilities and they shall make good faith efforts to support and comply with METRO's equal opportunity and affirmative action goals and objectives.

VI. REPORTING OF IMPROPER GOVERNMENT ACTIVITIES

6.01 METRO Directors are encouraged to serve the public interest by disclosing to the Board of Directors to the extent not in conflict with the attorney-client privilege or the physician-patient privilege, information concerning METRO activities where the Director has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation or noncompliance with state or federal regulation. No Director of METRO shall use or attempt to use his or her authority to interfere with such disclosure made by another Director or a METRO employee or to retaliate against a Director or METRO employee for such disclosure.

VII. ETHICS TRAINING

7.01 Each Director shall receive at least two hours of training in general ethics principles and ethics laws relevant to his/her public service every two years.

7.02 Ethics laws include but are not limited to the following:

- (a) Laws relating to personal financial gain by public servants, including but not limited to, laws prohibiting bribery and conflict-of-interest laws;
- (b) Laws relating to claiming prerequisites of office, including but not limited to gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
- (c) Government transparency laws, including, but not limited to financial interest disclosure requirements and open government laws;
- (d) Laws relating to fair processes, including but not limited to common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

7.03 METRO's Administrative Services Coordinator shall provide information on training available to meet the requirements of this section to the directors at least once annually.

7.04 Each Director in office as of January 1, 2006 except for officials whose terms of office ends before January 1, 2007, shall receive the training required herein before January 1, 2007. Thereafter, each local agency official shall receive such training at least once every two years.

EXHIBIT A

- 7.05 A Director who serves more than one local agency shall satisfy the training requirements once every two years without regard to the number of local agencies with which he/she serves.
- 7.06 The Administrative Services Coordinator shall maintain training records as required herein for at least 5 years which indicate both of the following:
- (a) The dates that the Directors satisfied these training requirements.
 - (b) The entity that provided the training.
- 7.07 All ethics training records prepared and/or maintained in accordance with this section are subject to disclosure under the California Public Records Act.

Reimbursable	Rates
Transportation:	
Airporter (e.g. shuttle)	\$40.00
Bridge tolls	\$7.00
Cab, per person, per trip	\$20.00
Parking at airport, per day	\$25.00
Parking at hotel, conference center, per day	\$50.00
Personal vehicle mileage to/from airport/conference, per mile	IRS Publication 463*
Public transportation (e.g. bus, subway), per trip/Daypass	\$15.00
Rental Car (includes insurance) per day	\$75.00
Meals:	
Breakfast	\$20.00
Lunch	\$25.00
Dinner	\$50.00
Tips for meals (15% maximum)	
Personal Items:	
Personal calls, one call per day	\$10.00
Not Reimbursable	
Transportation:	
Baggage Claims	
Cab (personal)	
Tips to cabs	
Tips for luggage handling	
Meals:	
Alcoholic Beverages	
Meals for others (e.g. spouses, personal guests)	
Meals upon return to Santa Cruz County	
Snacks	
Personal Items:	
Housekeeping tips	
Clothes cleaning	
Clothing	
Entertainment (e.g. in-room pay movies, video rentals)	
Hair care	
Personal items (e.g. toothpaste)	
Shoeshine	
Souvenirs/Gifts	
Trip Insurance	
Lodging:	
Other than self (e.g. spouse, personal guests)	

METRO's Rules of Procedure for Meetings

A. Motions

1. A motion is the means used by a Director to present a substantive proposal to the Board of Directors for consideration and action. It is the basic means for the transaction of business. Only one subject can be considered by the Board of Directors at one time, therefore, a motion can be proposed only when no other motion is before the Board. A motion must be introduced by the words, "I move..."
2. A motion should be concise and clear. If a motion is confusing, unnecessarily long or involved, the Chair should ask the proposer to rephrase the motion and, if necessary, should assist the Director in doing so. The Chair can rephrase the motion only in wording that is approved by its proposer. The Chair can require that any motion be submitted in writing.
3. A motion requires a second, which means that another director indicates a desire to have the proposal considered. The Director who seconds the motion does not have to be in support of the motion.
4. When a motion has been moved and seconded, the Chair opens the matter for debate. When any Director wishes to speak in debate, he/she shall so indicate to the chair.
5. The motion may be decided by a vote approving or defeating it or it may be disposed of by some other motion such as referral to a committee. No motion may simply be ignored; definite action must be taken on it. A motion passes if at least six affirmative votes are recorded.

B. Motion to Amend

1. The purpose of a motion to amend is to modify a motion that is being considered by the Board of Directors so that it will express more satisfactorily the will of the directors. There is no limit to the number of amendments that can be considered to modify a motion.
2. A Motion to Amend requires a second, is debatable, cannot be amended, and takes precedence over the main motion. However, if an amendment is offered as a "friendly amendment" and is accepted by the proposer of the main motion then a second is not required to incorporate the amendment into the main motion.

3. Amendments are voted on in the reverse order of their proposal. The vote then shall be taken on the amendment to the motion and, finally on the motion.

C. Debate

1. The purpose of a legislative body is to secure the collective judgment of the group on proposals submitted to it for decision. This purpose is best served by the free interchange of thought through discussion and debate. The right of every director to participate in the discussion of any matter of business that comes before the Board of Directors is one of the fundamental principles of parliamentary law. Therefore, every director is guaranteed a reasonable and equal opportunity to be heard.
2. Usually the first director who indicates to the chair a desire to speak will be recognized for that purpose. When more than one director indicates a desire to speak, the following rules will apply:
 - a.) The proposer of the Motion or the author of a Report will be recognized first;
 - b.) A director who has not had the opportunity to speak will be recognized over one who has already spoken on the issue. Similarly one who seldom speaks should be recognized over one who speaks more frequently;
 - c.) The Chair should alternate between the supporters and opponents of an issue.
3. When it appears to the Chair that all the directors who wish to speak have been recognized, he/she may call for a vote.
4. A Motion to Close Debate (Calling the Question) will prevent or stop debate on the motion (or motions) to which it is applied and bring it (them) to an immediate vote. The Motion to Close Debate may be proposed at any time after the motion to which it applies has been stated to the Board of Directors. Once a Motion to Close Debate is offered, the Chair shall decide whether or not Debate should be closed considering whether there are other Directors who wish to debate the issue and whether the debate will be productive. The Board of Directors with a minimum of six affirmative votes may overrule the decision of the Chair.
5. A Motion to Postpone Temporarily (To Lay on the Table, or to Table) is a motion to set aside temporarily a pending motion in such a way that, if the Board of Directors wishes, the postponed motion can be taken up again for consideration at any time during the current meeting by a motion to resume its consideration. A Motion to Postpone Temporarily requires a second, is not debatable and cannot be amended and requires at least six

affirmative votes for passage or two-thirds when used to suppress a motion without further debate.

D. Motion To Reconsider

1. A Motion to Reconsider is to enable the Board of Directors to set aside a vote on a motion taken at the same meeting and to consider the motion again as though no vote had been taken on it because of a misunderstanding or because action was taken without adequate information or because later events cause the Board of Directors to change its mind.
2. A Motion to Reconsider is a restorative motion and can be offered at any time during a meeting. It is unusual in that, unlike an ordinary motion, it may be proposed even if other business is under consideration, and if necessary, it may interrupt a speaker. When a Motion to Reconsider is proposed and seconded while other business is pending, the Chair directs the secretary to record its proposal; but the Motion to Reconsider is not considered until the pending business has been handled. It is then considered and decided immediately.
3. Any Director may offer the Motion to Reconsider when it appears justified, as when new facts have come to light or when an error needs to be corrected, or when a hasty decision appears to have been made. If the Chair considers the motion dilatory, it can be ruled out of order. If there is disagreement about whether the Motion is dilatory, the decision of the Chair can be appealed, in which case the ultimate decision is made by the Board of Directors.
4. A Motion for Reconsideration requires a second, debate is restricted to the reasons for reconsideration, it cannot be amended and requires at least six affirmative votes.

E. Points of Order

1. A Point of Order calls the attention of the Board of Directors and of the Chair to a violation of the rules, an omission, a mistake or an error in procedure and to secure a ruling from the Chair on the question raised.
2. A Point of Order must be raised immediately after the mistake, error, or omission occurs. It cannot be brought up later unless the error involves a violation of law, or of the bylaws, or the accuracy of the minutes.
3. As soon as the Director has stated a point of order, the Chair must rule on it, declaring that the point is "well taken" or "not well taken". The Chair may state the reasons for the decision, if desired. If the Chair is in doubt

as to the correct decision, the ruling may be delayed briefly. Meanwhile, action on the matter affected by the point of order is deferred. When the Chair refers a point of order to the Board of Directors for decision, discussion is not in order unless the Chair invites it. No appeal may be taken from a decision by the Board of Directors on a point of order. A Director wishing to challenge a decision of the Chair on a point of order must appeal to the Board of Directors. A minimum of six affirmative votes by the Board of Directors is required to overrule the Chair.

4. The highest Point of Order is the request for Personal Privilege, which takes precedence over all other matters. This request enables a Director to secure an immediate decision and action by the Chair on a request that concerns the comfort, convenience, rights or privileges of the Board or of the Director himself/herself. It may be used when a Director believes that he/she has been insulted and wants to respond. It should be used sparingly and may never be used to raise a substantive point.

F. Procedures Not Addressed

If there are any procedural matters that arise during a meeting of the Board of Directors that are not covered in these Rules of Procedure or in the Santa Cruz METRO Bylaws, the Chair shall decide how to proceed. The Board of Directors with at least six affirmative votes, however, may overrule the Chair.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: January 22, 2010

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel
Angela Aitken, Finance Manager and Acting Assistant General Manager *AA*

**SUBJECT: CONSIDERATION OF ADOPTING METRO'S PROPOSED
DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 1.73%
FOR FISCAL YEAR 2010 (FY10) AND THE METHODOLOGY USED TO
SET THE GOAL**

I. RECOMMENDED ACTION

Adopt METRO's proposed Disadvantaged Business Enterprise (DBE) Goal of 1.73% for FY10 and the methodology used to set the goal.

II. SUMMARY OF ISSUES

- As a recipient of Federal Transit Administration (FTA) Funds, METRO is required to comply with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), which states that grantees must establish and implement a Disadvantaged Business Enterprise (DBE) program and annually set DBE participation targets.
- Caltrans created methodology for calculating the Annual Anticipated DBE Percentage Level (AADPL), which includes Underutilized DBEs.
- METRO Staff calculated the DBE Goal for FY10 using the Caltrans methodology.
- METRO's Public Notice announcing its DBE Goal for FY10 was published in general circulation media, minority-focused media and trade association publications.
- A Public Hearing was held on November 20, 2009 to receive public comments on METRO's proposed DBE goal and its rationale. Public comments were accepted through January 7, 2010.

III. DISCUSSION

As an eligible recipient of federal-aid funding, the Santa Cruz Metropolitan Transit District (METRO) is required to comply with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), which states that grantees must establish and implement a Disadvantaged Business Enterprise (DBE) program and annually set DBE participation targets. As part of this program, METRO must establish an annual target for DBE participation in all new contracts that are eligible to be funded with federal funds. A DBE firm is defined as a for-profit "small business concern" that is at least 51 percent owned and controlled by one or more socially and

economically disadvantaged individuals. California DBE firms are certified as such through the California United Certification Program (CUCP).

The purpose of the DBE program is to increase the opportunities for minority and women-owned small businesses to participate in federally funded projects. The primary objective of the DBE program is to provide a level playing field on which DBEs can compete fairly for Department of Transportation (DOT) assisted contracts. Establishing a level playing field helps to guarantee nondiscrimination in the award and administration of DOT-assisted contracts. The CUCP certifies that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs in California.

It is the policy of METRO to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts. METRO will never exclude any person from participating in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, disability or sexual orientation.

In previous years, METRO used the Federal Transit Administration's (FTA) methodology to establish its DBE goal. In the Spring of 2009, the California Department of Transportation (Caltrans) published methodology for calculating the Annual Anticipated DBE Percentage Level (AADPL), which includes Underutilized DBEs (UDBE). UDBEs are DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include Black Americans, Native Americans, Asian Pacific Americans, and females. The UDBEs represent the Race-Conscious portion of METRO's AADPL.

METRO executed a contract with Caltrans, which required METRO to follow the Caltrans methodology to calculate its DBE goal for FY10. METRO must meet the maximum feasible portion of its AADPL by using Race-Neutral means of facilitating DBE participation. Race-Neutral measures focus on developing the business practices of all small businesses. METRO must establish contract goals for UDBEs to meet any portion of METRO's AADPL that is not met through Race-Neutral means. METRO's boilerplate language for formal bids and proposals includes language regarding the required use of DBE firms.

Once METRO established its AADPL using the Caltrans methodology, Staff forwarded the Caltrans methodology to FTA for approval. METRO received FTA's approval to use the Caltrans methodology in calculating its AADPL for FY10. METRO is proposing an overall DBE goal of 1.73% for U.S. DOT-assisted contracts for FY10, approximately 0.36% of which it projects to meet through Race-Neutral means and 1.37% through Race-Conscious means (see *Attachment A*). To obtain the Race-Conscious portion of METRO's AADPL, Staff substituted UDBEs (i.e. Black Americans, Native Americans, Asian Pacific Americans, and female-owned DBEs) for DBEs in the Caltrans DBE formula. In the final step, the Race-Neutral portion of AADPL is calculated by taking the overall AADPL minus the Race-Conscious portion.

Outreach/Public Comment Period

Beginning on November 1, 2009, METRO published its Public Notices in English and Spanish, announcing the proposed DBE goal for FY10, announcing the Public Hearing on November 20, 2009, and informing members of the local community that the DBE goal and its supporting rationale were available for public inspection at METRO's Administrative Offices. The Public Notice was published in general circulation media, minority-focused media and trade association publications. A public hearing to receive comments on the DBE goal for FY10 was held on November 20, 2009 at the Watsonville City Council Chambers. This meeting was televised and a Spanish Interpreter was available. METRO accepted written comments on its proposed DBE Goal for FY10 and its rationale through January 7, 2010. No public comments were received during the public comment period.

Additionally, METRO staff attended the Metro Advisory Committee (MAC) meeting on November 18, 2009, and the Elderly and Disabled Transportation Advisory Committee (E&D TAC) meeting on December 8, 2009. At these meetings, staff explained the methodology used for calculating METRO's DBE goal for FY10, and comments were accepted. Both committees accepted METRO's DBE goal for FY10, using the Caltrans methodology.

IV. FINANCIAL CONSIDERATIONS

There are no financial considerations at this time.

V. ATTACHMENTS

A: DBE Spreadsheet

Worksheet for Figuring FY10 AADPL
(Annual Anticipated DBE Participation Level)

PROJECTS	NAIC Category	# DBE Numerator	# All Denominator	% of project in category "Weight"	Project Cost	TOTAL DBE GOAL
<i>All DBEs</i>						
Shelter Replacement	236220: Commercial Construction	26	1,086	100%	\$55,000	\$1,316.76
C/LNG Tank	237120: Oil/Gas Structures	2	363	100%	\$1,200,000	\$6,611.57
Repair/Reseal Greyhound Lot	238110: Poured Concrete	44	568	100%	\$24,000	\$1,859.15
Repair/Reseal (Sinkholes) Operations	238110: Poured Concrete	44	568	100%	\$20,000	\$1,549.30
Facilities Video Surveillance	423410: Photo/Security Supplies	2	45	100%	\$220,000	\$9,777.78
Fleet Radios/ Serveillance	(Wholesale--video, radio and security in this category)	2	45	100%	\$202,457	\$8,998.09
Comprehensive Security System	security in this category)	2	45	100%	\$440,505	\$19,578
HR Software Upgrade	423430: Computer software	3	757	100%	\$250,000	\$990.75
MS Office Software Upgrade	423430: Computer software	3	757	100%	\$55,000	\$217.97
New buses	485113: Bus/other transit system	1	43	100%	\$2,500,000	\$58,139.53
Paratransit vans	485991: Special needs transport.	2	482	100%	\$1,750,000	\$7,261.41
Total Cost (AADPL) All DBEs					\$6,716,962	\$116,300.31
<i>Underutilized DBEs (UDBE) (Race Conscious)</i>						
Shelter Replacement	236220: Commercial Construction	17	1,086	100%	\$55,000	\$860.96
C/LNG Tank	237120: Oil/Gas Structures	1	363	100%	\$1,200,000	\$3,305.79
Repair/Reseal Greyhound Lot	238110: Poured Concrete	28	568	100%	\$24,000	\$1,183.10
Repair/Reseal (Sinkholes) Operations	238110: Poured Concrete	28	568	100%	\$20,000	\$985.92
Facilities Video Surveillance	423410: Photo/Security Supplies	1	45	100%	\$220,000	\$4,888.89
Fleet Radios/ Serveillance	(Wholesale--video, radio and security in this category)	1	45	100%	\$202,457	\$4,499.04
Comprehensive Security System	security in this category)	1	45	100%	\$440,505	\$9,789.00
HR Software Upgrade	423430: Computer software	3	757	100%	\$250,000	\$990.75
MS Office Software Upgrade	423430: Computer software	3	757	100%	\$55,000	\$217.97
New buses	485113: Bus/other transit system	1	43	100%	\$2,500,000	\$58,139.53
Paratransit vans	485991: Special needs transport.	2	482	100%	\$1,750,000	\$7,261.41
Total Race-Conscious AADPL Goal					\$6,716,962	\$92,122.35
Calculation for Race-Neutral DPL						
Total AADPL Goal						\$116,300.31
Less: Race-Conscious AADPL Goal						\$92,122.35
Total Race-Neutral AADPL Goal						\$24,177.96
Percentage of Project Cost						
Total cost all projects					\$6,716,962	
RC-AADPL						1.37%
RN-AADPL						0.36%
Average AADPL						0.87%
DBE Percentage						1.73%

13.01

Approved
A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$35,020 FROM HARRIS & ASSOCIATES TO PROVIDE ADDITIONAL FUNDS TO THE CONSTRUCTION MANAGEMENT CONTRACT TO ACCOMMODATE COSTS RELATING TO VERNON ADMINISTRATION BUILDING SERVICES DURING CONSTRUCTION, AND SPECIALTY INSPECTION SERVICES FOR THE METROBASE PROJECT

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed \$35,020 from Harris & Associates to provide additional funds to the Construction Management contract to accommodate costs relating to Vernon Administration Building Services during construction, and specialty inspection services for the MetroBase Project.

II. SUMMARY OF ISSUES

- On July 1, 2004, METRO entered into a contract with Harris & Associates for Construction Management Services for the MetroBase Project in the amount of \$1,050,000 for a 16-20 month construction period.
- On December 16, 2005, METRO awarded the Service & Fueling Building to Arntz Builders for \$7,979,000.
- On October 27, 2006, METRO awarded the Maintenance Building to West Bay Builders for \$15,195,000.
- On June 27, 2008, the Board of Directors approved Harris & Associates construction services for the Operations Building component.
- On October 10, 2008, the Board of Directors approved Wald, Runhke & Dost Architects for architect and engineering services for the Vernon Administration Building component of the MetroBase Project.
- On December 19, 2008, the Board of Directors approved a contract amendment in the amount of \$74,980 to provide Construction Management services for the Vernon Administration Building component of the MetroBase Project.
- Currently Harris & Associates is working with the Maintenance Building and Vernon Administration Building. Operations Building components is on hold until funding is available. Harris & Associates has requested additional funds to accommodate the construction management services due to unforeseen delays for the Vernon Administration Building portion of the MetroBase project.

14.1

- An additional amount of Not-To-Exceed \$35,020 is required for the Construction Management Services that will cover the additional timeframe for the construction of the Vernon Administration Building.

III. DISCUSSION

On July 1, 2004, METRO entered into a contract with Harris & Associates for Construction Management Services for the MetroBase Project in the amount of \$1,050,000 for a 16-20 month construction period. Construction for the MetroBase Building began on January 2006 with the Service & Fueling Building, and Harris & Associates have been diligently working on the Metro Base Project. Since then, Harris & Associates have been working on the Maintenance Building and Operations Building components of the Metro Base Project. On December 16, 2005, METRO awarded the Service & Fueling Building to Arntz Builders for \$7,979,000. On October 27, 2006, METRO awarded the Maintenance Building to West Bay Builders for \$15,195,000. Operations Building component of the Metro Base Project is awaiting funding.

On October 10, 2008, the Board of Directors approved Wald, Runhke & Dost Architects for architect and engineering services for the Vernon Administration Building component of the Metro Base Project. The Vernon Administration Building consists of tenant improvements at 110 Vernon Street and will be the new administration offices for all the METRO staff currently located at 370 Encinal Street, Suite 100. On December 19, 2008, the Board of Directors approved a contract amendment in the amount of \$74,980 to provide Construction Management services for the Vernon Administration Building component of the MetroBase Project.

Harris & Associates cost estimate for the construction administration for the Vernon Administration Building consists of \$64,980 construction management services and additional \$10,000 for Specialty Inspection Services. Currently Harris & Associates is working with the Maintenance Building and Vernon Administration Building. Harris & Associates has requested additional funds to accommodate the construction management services due to unforeseen delays for the Vernon Administration Building portion of the MetroBase project. The delays are outlined on the attached letter. They involve performance issues by contractor and design team. Items involved are elevator work, addition of an addendum 2 to contract, and additional time for research to shorten construction duration for the project to achieve move-in date. Additional works left in project are close-out documents and negotiations.

Staff has reviewed request and recommending that the General Manager be authorized to execute an amendment for a Change Order in the amount of Not-To-Exceed \$35,020 from Harris & Associates to provide additional funds to the Construction Management contract to accommodate costs relating to Vernon Administration Building Services during construction, and specialty inspection services for the MetroBase project.

IV. FINANCIAL CONSIDERATIONS

This Change Order, in the amount of Not-To-Exceed \$35,020 will increase the total contract with Harris & Associates to \$3,858,272. Funds are available in the MetroBase Project to cover this Change Order.

V. ATTACHMENTS

Attachment A: Harris & Associates Letter dated January 13, 2010.



Letter No: 00001

January 13, 2010

Frank Cheng
Santa Cruz Metropolitan Transit Dist
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

**Re: 110 Vernon Street Remodel
CM Costs for Vernon St. Remodel**

Dear Mr. Cheng:

As requested, this letter is to advise you that the projected final cost of Construction Management Budget Amendment No. 5 for Contract 03-04 (Vernon St. Office Remodel) is \$110,000.00, which exceeds the allocated amount of \$74,980.00 by \$35,020.00, or 46%. However, the overall MetroBase contract amount of \$3,823,228 was not exceeded, and has a remaining balance of approximately \$800,000.00.

The detailed explanation for the Vernon St. Remodel Construction Management final cost is as follows:

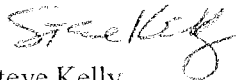
1. **Design Team performance problems**, which were beyond the control of Harris & Associates, delayed the completion of the work and caused Harris to expend additional time and effort not contemplated in the original budget. This lost time was primarily due to the Structural Engineer's incomplete design that delayed the elevator tower construction.
2. **Contractor performance problems** beyond the control of Harris & Associates delayed the completion of the work due to 1) the tardy submittal of access control shop drawings and 2) a late start on the exterior window system work. These two items created Contractor delays that ran concurrently with the Design Team delay.
3. **The original project timeline** included two milestone dates; one milestone of 100 days for the **building shell**, and another concurrent milestone of 128 days for the **elevator work**.
4. **The original project milestone of 100 days** for the shell was delayed 112 days by a combination of the Design Team and Contractor delays listed above, which is a time overrun of 212%.
5. **The original project duration of 128 days** for the "Elevator Work" was delayed by 73 days for the above listed causes, which is a time overrun of 57%.

6. The addition of Addendum No. 2, the processing of 92 RFIs, 66 Field Directives and 72 Change Order Requests, and the additional meetings required due to the Design Team problems required extensive research, evaluation and tracking effort beyond that contemplated in the original budget agreement.
7. Harris & Associates provided analysis of and participated in the negotiation of the Design Team Request for Additional Compensation.
8. The Harris & Associates team expended the effort and took the lead to convince the Architect to change the elevator tower skin specification; which resulted in a shorter duration of work, mitigated the structural steel delay impact, and helped to achieve the move-in date.

As previously discussed, you concur that the Harris & Associates work effort on the 110 Vernon Street Remodel Project was effective, efficient, timely and essential to the achievement of the project milestones; and that our efforts contributed to the successful move-in on December 4, 2009.

Sincerely,

Harris & Associates



Steve Kelly
Construction Manager

cc: Ms. Marian Ross, Harris & Associates

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 22, 2010
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: **CONSIDERATION OF ADOPTING A RESOLUTION SUPPORTING THE LOCAL TAXPAYER, PUBLIC SAFETY, AND TRANSPORTATION PROTECTION ACT OF 2010.**

I. RECOMMENDED ACTION

That the Board of Directors adopt the Resolution attached to this Staff Report that would support the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010.

II. SUMMARY OF ISSUES

- The Santa Cruz Metropolitan Transit District (METRO) relies heavily upon funding from the State of California to support capital investments.
- In Fiscal Years 2007, 2008, 2009, and 2010 the Governor of California and the California State Legislature diverted approximately \$5 billion from transit funds and placed the funds into the State General Fund.
- In the Proposed Budget submission for 2011 the Governor now plans to permanently eliminate all state funding for public transit.
- In recent years the Governor and the Members of the State Legislature have diverted or borrowed funds from local governments and redevelopment agencies resulting in severe economic consequences locally.
- The actions of the Governor and Members of the Legislature, including those that represent Santa Cruz County, have resulted in the loss of approximately \$35 million in funding to METRO.
- A constitutional amendment proposal entitled the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 has been designed to prevent future diversion or borrowing of tax revenues dedicated to local government services, including public transit and it is anticipated that it will be placed before the California voters in November 2010.
- The Resolution attached to this Staff Report would reflect that the METRO Board of Directors supports and endorses the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District (METRO) relies heavily upon funding from the State of California to support capital investments. However, in Fiscal Years 2007, 2008, 2009, and 2010 the Governor of California and the California State Legislature diverted approximately \$5 billion from transit funds and placed the funds into the State General Fund.

The Proposed Fiscal Year 2011 Budget released by the Governor on January 8, 2010 would permanently eliminate all state funding for public transit projects and services.

The voters of the State of California have repeatedly passed measures designed to preserve and protect transportation funds. Yet, despite the repeated approval of public transit funding by the voters of the State of California, the Governor and Members of the State Legislature, including those Members that represent Santa Cruz County, have diverted billions of dollars of public transit funding into the State General Fund. Faced with adverse court decisions, which the Governor refuses to comply with, the Governor now proposes that the Legislature restructure transportation taxes to ensure that there is never a state source of funding for public transit projects and services. The result of the actions of the Governor and Members of the State Legislature has been the loss of approximately \$35 million in state funding to METRO.

In addition to transit funds, the Governor and the Members of the State Legislature have borrowed, diverted, or otherwise redirected funds that were dedicated to local government services, redevelopment agency projects and other funding for local agencies. This has resulted in the loss of services, delay or elimination of projects, including road safety projects and the increase in fares and fees to the public, many of who are unable to afford these increases.

A coalition of local governments, transportation agencies, transit advocates and other have joined together and filed a constitutional amendment with the Attorney General's Office that has been titled the Local Taxpayer, Public Safety, and Transportation protection Act of 2010. I have attached a recent article from the San Jose Mercury News that describes the proposal. It is anticipated that the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 will be placed on the November 2010 ballot for consideration by the voters of the State of California.

In the absence of diversion measures by the Governor and the Members of the State Legislature METRO would receive approximately \$5.8 million annually in State Transit Assistance Account funds.

The Resolution attached to this Staff Report would reflect that the METRO Board of Directors supports endorses and supports the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 and authorizes the listing of the support of the measure by the Board of Directors in all public documents.

IV. FINANCIAL CONSIDERATIONS

If successful, the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 would result in METRO receiving approximately \$5.8 million annually in state funds.

V. ATTACHMENTS

- Attachment A:** Resolution of Support for the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010.
- Attachment B:** Article from San Jose Mercury News.

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Attachment **A**

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted.

**RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SUPPORTING THE LOCAL TAXPAYER, PUBLIC SAFETY, AND
TRANSPORTATION PROTECTION ACT OF 2010.**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the citizens of Santa Cruz County; and

WHEREAS, the Santa Cruz Metropolitan Transit District relies heavily on funding from the State of California for capital investments; and

WHEREAS, in Fiscal Years 2007, 2008, 2009, and 2010 the Governor of California and the California State Legislature diverted approximately \$5 billion from transit funds and placed the funds into the State General Fund; and

WHEREAS, the Governor of California now proposes to defy the wishes of the voters of California and the courts and permanently eliminate all state funding for public transit; and

WHEREAS, the Governor of California and the Members of the State Legislature have repeatedly diverted or borrowed funds from local governments, and redevelopment agencies resulting in reduced services, layoffs, stalled economic development projects, delays in road improvement projects, reduced public transit services and increased fares and fees; and

WHEREAS, the diversions of state transit funds has resulted in the loss of approximately \$35 million in state funds to Santa Cruz METRO that would have been used for replacement buses, replacement ParaCruz vans, facility construction, solar and water harvesting projects, and passenger stop improvements thus resulting in more funding available to support operation of services; and

WHEREAS, a coalition of local government, transportation, and transit advocates recently filed a constitutional amendment with the California Attorney General that has been titled the Local Taxpayer, Public Safety, and Transportation Protection Act for placement on the statewide ballot for voter consideration in November 2010; and

WHEREAS, the voters of the State of California have repeatedly passed measures designed to preserve and protect transportation funds; and

15.91

WHEREAS, the approval of the Local Taxpayer, Public Safety, and Transportation Act of 2010 by the voters of the State of California would prevent future Governors and Members of the State Legislatures from seizing, diverting, shifting, borrowing, transferring, suspending, or otherwise taking tax revenues dedicated to funding local government services, including redevelopment, or dedicated to transportation improvement projects and public transit; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby endorse and support the constitutional amendment known as the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 and hereby authorizes the public listing of support of the Santa Cruz Metropolitan Transit District.

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to the California League of Cities and the California Transit Association and be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 22nd day of January 2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

ELLEN PIRIE
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

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CALIFORNIA BUDGET CRISIS

Proposition would protect local revenue

League of cities begins drive to keep state's hands off money raised at home

By Steven Harmon

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SACRAMENTO — Angered by a series of raids on local funds by state government, a coalition of local government groups kicked off a signature-gathering effort Wednesday with a ballot measure to thwart any future raids.

Continued state raids and borrowing of local government funds have put vital local services at risk, said Chris McKenzie, executive director of the League of California Cities and co-chair of Californians to Protect Local Taxpayers and Vital Services.

"This measure would put a stop to state raids and borrowing of local taxpayer dollars and protect vital local services," McKenzie said. "We believe there is no more important reform than untangling the messy relationship between the state and local governments."

Supporters, who must gather 694,354 valid signatures to qualify it for the November 2010 ballot, have vowed to collect 1.1 million signatures with a combined volunteer and paid signature-gathering campaign.

Gov. Arnold Schwarzenegger and lawmakers infuriated many city and county leaders earlier this year by suspending a law that forbids raids on local funds, borrowing \$2 billion in tax

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BALLOT MEASURE PROVISIONS

The proposed measure would prohibit the state from:

- Borrowing local government property tax funds.
- Borrowing or taking gasoline taxes dedicated to transportation and transit improvements and services, including the state sales tax on gasoline.
- Taking locally levied taxes, including parcel taxes and sales taxes.
- Raiding redevelopment funds or shifting redevelopment funds to other state purposes.

Raids

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revenue from local governments.

San Jose Mayor Chuck Reed has slammed the state for balancing its budget on the backs of local government. The budget Schwarzenegger signed July 28 to close a \$23 billion deficit included provisions to borrow \$20 million in property tax from the city and take \$75 million from the San Jose Redevelopment Agency, which abruptly laid off almost a quarter of its staff in response

And this week, Schwarzenegger was reported to be considering another plan to sidestep an existing ban on raids of transportation funds. The plan would eliminate the state sales tax on gasoline and replace it with a new excise tax, to be diverted into the general fund.

Critics said the move would "rob" public transit agencies of hundreds of millions of dollars, fitting in with the state's growing thirst for local revenues as it faces another round of painful budget cuts.

"California voters have repeatedly supported state-wide measures that dedicate the gas taxes we pay at the

pump for transportation improvements," said Jim Earp, executive director of the California Alliance for Jobs. "Despite this, year after year the Legislature exploits every loophole it can find to borrow or outright raid these critical funds."

"This measure will once and for all protect gas taxes from future raids," he added, "and insure they are used to improve our roads, highways and transit systems — just like the voters intended."

Mercury News staff writer John Woolfolk contributed to this report. Reach Steven Harmon at 916-441-2101.