## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA REGULAR MEETING OCTOBER 27, 2017 - 9:00 AM CAPITOLA CITY CHAMBER OFFICES 420 CAPITOLA AVENUE CAPITOLA, CA 95010

MISSION STATEMENT: "To provide a public transportation service that enhances personal mobility and creates a sustainable transportation option in Santa Cruz County through a costeffective, reliable, accessible, safe, clean and courteous transit service."

The Board Meeting Agenda Packet can be found online at www.SCMTD.com and is available for inspection at METRO's Administrative offices at 110 Vernon Street, Santa Cruz, California.

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## BOARD ROSTER

Director Ed Bottorff Director Cynthia Chase<br>Director Jimmy Dutra<br>Director Norm Hagen<br>Director John Leopold<br>Director Donna Lind<br>Director Cynthia Mathews<br>Director Bruce McPherson<br>Director Oscar Rios<br>Director Dan Rothwell<br>Director Mike Rotkin<br>Ex-Officio Director Larry Pageler<br>Ex-Officio Director Liber McKee

Alex Clifford
Julie Sherman

City of Capitola
City of Santa Cruz
City of Watsonville
County of Santa Cruz
County of Santa Cruz
City of Scotts Valley
City of Santa Cruz
County of Santa Cruz
City of Watsonville
County of Santa Cruz
County of Santa Cruz
UC Santa Cruz
Cabrillo College
METRO CEO/General Manager
METRO General Counsel

TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN Spanish language interpretation and Spanish language copies of the agenda packet are available on an as-needed basis. Please make advance arrangements with the Executive Assistant at 831-426-6080. Interpretación en español y traducciones en español del paquete de la agenda están disponibles sobre una base como-necesaria. Por favor, hacer arreglos por adelantado con Coordinador de Servicios Administrativos al numero 831-426-6080.

AMERICANS WITH DISABILITIES ACT
The Board of Directors meets in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, or to access the
agenda and the agenda packet (including a Spanish language copy of the agenda packet), should contact the Executive Assistant, 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 Santa Cruz METRO regarding special requirements to participate in the Board meeting. For information regarding this agenda or interpretation services, please call Santa Cruz METRO at 831-426-6080.

SECTION I: OPEN SESSION<br>NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

## 1 CALL TO ORDER

2 ROLL CALL

## 3 ANNOUNCEMENTS

3-1. Spanish language interpretation will be available during "Oral Communications" and for any other agenda item for which these services are needed.

3-2. Today's meeting is being broadcast by Community Television of Santa Cruz County.

4 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
Julie Sherman, General Counsel
5 RECESS TO CLOSED SESSION

## SECTION II: CLOSED SESSION

6 CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE SECTION 54957.6)
Agency Negotiators: Alex Clifford, CEO/General Manager Julie Sherman, General Counsel

Employee Organization:
UTU, Local 23

## SECTION III: RECONVENE TO OPEN SESSION

7 REPORT OF CLOSED SESSION ITEMS
Julie Sherman, General Counsel
8 BOARD OF DIRECTORS COMMENTS
9 COMMUNICATIONS TO THE BOARD OF DIRECTORS
This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Communications to the Board of Directors on a future agenda. In accordance with District Resolution 613-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation. Any person addressing the Board may submit written statements, petitions or other documents to complement his or
her presentation. 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.

10 WRITTEN COMMUNICATIONS FROM MAC (if applicable)
11 LABOR ORGANIZATION COMMUNICATIONS

## CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one motion. All items removed will be considered later in the agenda. The Board Chair will allow public input prior to the approval of the Consent Agenda items.

13-01 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2017
Angela Aitken, Finance Manager
13-02 ACCEPT AND FILE: REVISED MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF AUGUST 25, 2017
Alex Clifford, CEO/General Manager
13-03 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF SEPTEMBER 22, 2017
Alex Clifford, CEO/General Manager
13-04 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE AN AGREEMENT WITH UCSC TO FUND AN ARTICULATED BUS PILOT PROJECT ON UCSC ROUTES
Barrow Emerson, Planning and Development Manager
13-05 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO APOLLO VIDEO TECHNOLOGY FOR ONBOARD BUS AND PARATRANSIT VEHICLE SECURITY SURVEILLANCE NOT TO EXCEED \$967,181
Isaac Holly, IT Manager
13-06 APPROVE: CONSIDERATION OF RESOLUTION APPROVING THE FY18 REVISED CAPITAL BUDGET
Angela Aitken, Finance Manager
13-07 CONSIDERATION OF A RESOLUTION APPROVING THE REVISED CY2017 BOARD MEETING SCHEDULE
Alex Clifford, CEO/General Manager
13-08 CONSIDERATION OF A RESOLUTION TO ESTABLISH THE BOARD OF DIRECTORS' MEETING SCHEDULE \& LOCATIONS FOR THE CALENDAR YEAR 2018
Alex Clifford, CEO/General Manager

## 13-09 APPROVE: REVISED METROBASE PHASE II (OPERATIONS BUILDING) LIFE OF PROJECT BUDGET

Alex Clifford, CEO/General Manager
REGULAR AGENDA
14 RECOGNITION OF OPERATOR AND MECHANIC GRADUATES
Jimmy Dutra, Board Chair
15 INTRODUCTION OF JOLENE CHURCH, NEW HUMAN RESOURCES MANAGER
Alex Clifford, CEO/General Manager
16 ORAL STATE LEGISLATIVE UPDATE
Josh Shaw, Shaw Yoder and Antwih
17 ORAL FEDERAL LEGISLATIVE UPDATE
Chris Giglio, Capital Edge
18 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JULY 31, 2017
Angela Aitken, Finance Manager
19 CONSIDERATION OF AUTHORIZING THE CEO TO ENTER INTO A LEASE TO PURCHASE AGREEMENT WITH EDSON FINANCIAL, MOTORCOACH BROKER REPRESENTING PAUL REVERE TRANSPORTATION, FOR THREE FORTY FOOT NEW FLYER XCELSIOR BUSES
Ciro Aguirre, COO
20 CABRILLO BUS PASS PROGRAM ORAL UPDATE
21 CEO ORAL REPORT
Alex Clifford, CEO/General Manager
22 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, NOVEMBER 17, 2017 AT 9:00 AM, AT THE WATSONVILLE CITY CHAMBERS, 275 MAIN STREET, WATSONVILLE, CA
Jimmy Dutra, Board Chair
23 ADJOURNMENT
Jimmy Dutra, Board Chair

DATE: October 27, 2017
TO: Board of Directors
FROM: Angela Aitken, Finance Manager

## SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2017

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of September 2017

## II. SUMMARY

- This staff report provides the Board with a preliminary approved Check Journal Detail for the month of September 2017.
- The Finance Department is submitting the check journal for Board acceptance and filing.


## III. DISCUSSION/BACKGROUND

This preliminary approved Check Journal Detail provides the Board with a listing of the vendors and amounts paid out on a monthly cash flow basis (Operating and Capital expenses).

All invoices submitted for the month of September 2017 have been processed, checks issued and signed by the Finance Manager.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

None. The check journal is a presentation of invoices paid in September 2017 for purposes of Board review, agency disclosure, accountability and transparency.

## V. ALTERNATIVES CONSIDERED

N/A

## VI. ATTACHMENTS

Attachment A: Check Journal Detail for the Month of September 2017

Prepared By: Holly Riley, Senior Accounting Technician

## VII. APPROVALS:

Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager


## Attachment A

DATE 10／02／17 08：27
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112.40 & 000151 \\
385.00 & 003089 \\
205.48 & 001088 \\
75.00 & E 636 \\
330.00 & 382
\end{array}
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## CITY OF WATSONVILLE UTILITIES

CLIFFORD，ALEX
COAST PAPER \＆SUPPLY INC．
COASTAL LANDSCAPING INC．DBA
COSTCO
CUMMINS PACIFIC LLP
DAY WIRELESS SYSTEMS
DEANE INDUSTRIAL MACHINING
DIESEL MARINE ELECTRIC，INC．
EAST BAY TIRE CO．
FERGUSON ENTERPRISES INC．\＃795
CLEAN ENERGY
CLEAN ENERGY
CLIFFORD，ALEX


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2,197.68 & 003274
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| 59902 | $09 / 14 / 17$ |
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| 60018 | $09 / 04 / 17$ |
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60038 09／04／17 60039 09／04／17

$\begin{array}{ll}60042 & 09 / 04 / 17 \\ 60043 & 09 / 04 / 17\end{array}$

## Attachment A

DATE 10/02/17 08:27

| SANTA CRUZ METROPOLITAN TRANSIT DISTRICT | PAGE |
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| CHECK JOURNAL DETAIL BY CHECK NUMBER | 2 |

DATE: 09/01/17 THRU 09/30/17
 VENDE
FRONTIER COMMUNICATIONS CORP
GRAINGER
HANSON BRIDGETT LLP
HOSE SHOP, THE INC
IO, RODNEY H
KELLEY'S SERVICE INC.
KELLY-MOORE PAINT CO., INC.
KIMBALL MIDWEST
MAKAI SOLUTIONS
N/S CORPORATION
NORTH BAY FORD LINC-MERCURY
PACIFIC GAS \& ELECTRIC
PACIFIC TRUCK PARTS, INC.
PALACE ART \& OFFICE SUPPLY

| 80080 | 8/16-9/15 SKY-RIVER |
| :--- | :--- |
| 80176 | 8/13-9/12 SKY-OCEAN |
| 801753 | CREDIT |
| 80111 | CUSTODIAL SUPPLIES |
| 80112 | CLEANING SUPPLIES |
| 80127 | PAINT SUPPLIES |
| 80131 | INVENTORY ORDER |
| 80132 | INVENTORY ORDER |
| 80150 | FIRE EXTINGUISH CAB |
| 80178 | DRUM DOLLY |
| 80189 | INVENTORY ORDER |
| 80190 | FLUORESCENT LAMPS |
| 80063 | JUL 17 RETAINER |
| 80064 | M\# O32117. O06001 |
| 80128 | M\# 032117. 0000003 |
| 80085 | FITTINGS |
| 80108 | INVENTORY ORDER |
| 80109 | INVENTORY ORDER |
| 80135 | INVENTORY ORDER |
| 80154 | INVENTORY ORDER |
| 80103 | RPR VEH \#1107 PC |
| 80182 | RPR VEH \#1114 PC |
| 80113 | INVENTORY ORDER |
| 80114 | MECHANICS GLOVES |
| 80115 | INVENTORY ORDER |
| 80116 | INVENTORY ORDER |
| 80149 | INVENTORY ORDER |
| 80152 | INVENTORY ORDER |
| 80153 | INVENTORY ORDER |
| 80185 | RPR VEH \#807 |
| 80191 | INVENTORY ORDER |
| 80195 | INVENTORY ORDER |
| 80196 | INVENTORY ORDER |
| 80081 | PAINT |
| 80082 | PAINT |
| 80057 | INVENTORY ORDER |
| 80073 | ANNUAL LIFT INSPECTI |
| 80206 | BAY \#4 LOCK RELEASE |
| 80078 | BUS WASHER PARTS |
| 80118 | RPR VEH \#807 |
| 80156 | INVENTORY ORDER |
| 80192 | RPR VEH \#1103 PC |
| 80174 | 7/25-8/23 1200B RIVE |
| 80117 | INVENTORY ORDER |
| 80194 | OFFICE SUPPLIES |
| 80198 | OFFICE SUPPLIES |
| 8 |  |


| 60044 | 09/04/17 | 118.81 | 003279 |
| :---: | :---: | :---: | :---: |
| 60045 | 09/04/17 | 782.07 | 282 |
| 60046 | 09/04/17 | 133,443.43 | 003109 |
| 60047 | 09/04/17 | 497.39 | 166 |
| 60048 | 09/04/17 | 1,082.13 | 003327 |
| 60049 | 09/04/17 | 1,865.86 | 1117 |
| 60050 | 09/04/17 | 56.91 | 036 |
| 60051 | 09/04/17 | 2,835.85 | 001233 |
| 60052 | 09/04/17 | 4,841.76 | 003293 |
| 60053 | 09/04/17 | 324.75 | 001178 |
| 60054 | 09/04/17 | 517.52 | 004 |
| 60055 | 09/04/17 | 1,946.36 | 009 |
| 60056 60057 | $09 / 04 / 17$ $09 / 04 / 17$ | 303.72 $1,303.68$ | 023 043 |

## Attachment A

DATE 10/02/17 08:27

| SANTA CRUZ METROPOLITAN TRANSIT DISTRICT | PAGE |
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| CHECK JOURNAL DETAIL BY CHECK NUMBER |  |




## Attachment A

| DATE 10/02/17 08:27 |  | SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE |  |  |  |  |  |  | PAGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  | DATE: | 09/01/17 THRU | 09/30/17 |
| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|  |  |  |  |  |  | 80083 | CUSTODIAL SUPPLIES | 40.07 |  |
|  |  |  |  |  |  | 80084 | MATS | 6.48 |  |
|  |  |  |  |  |  | 80102 | MATS TOWELS PC | 6.99 |  |
|  |  |  |  |  |  | 80122 | MAT TOWELS PC | 6.99 |  |
|  |  |  |  |  |  | 80138 | LAUNDRY SERVICE | 214.92 |  |
|  |  |  |  |  |  | 80139 | CUSTODIAL SUPPLIES | 69.77 |  |
|  |  |  |  |  |  | 80147 | MATS OPS | 6.48 |  |
|  |  |  |  |  |  | 80148 | CUSTODIAL SUPPLIES | 40.07 |  |
|  |  |  |  |  |  | 80183 | UNIFORMS/SUPPLIES | 220.34 |  |
|  |  |  |  |  |  | 80184 | CUSTODIAL SUPPLIES | 69.77 |  |
|  | 09/04/17 | $158.64$ |  | UNITED PARCEL SERVICE |  | 80061 | FREIGHT | 158.64 |  |
| 60076 | 09/04/17 | $5,971.93$ | $002829$ | VALLEY POWER SYSTEMS, INC. |  | 80104 | INVENTORY ORDER | 3,725.43 |  |
|  |  |  |  |  |  | 80105 | INVENTORY ORDER | 343.91 |  |
|  |  |  |  |  |  | 80106 | INVENTORY ORDER | 589.66 |  |
|  |  |  |  |  |  | 80107 | INVENTORY ORDER | 1,312.93 |  |
| 60077 | 09/04/17 | 912.24 |  | VERIZON WIRELESS | 0 | 80086 | 7/13-8/12 WIFI BUSES | 912.24 |  |
| 60078 | 09/04/17 | 2,062.39 | 003354 | VIA HEART PROJECT CORP |  | 80066 | TYLER PACKAGE | 2,062.39 |  |
| 60079 | 09/01/17 | 2, 092.80 | 002196 | STOKES SIGNS | 7 | 80209 | BUS ADS COUNTY FAIR | 2,092.80 |  |
| 60080 | 09/11/17 | 255.06 | 003151 | ABC BUS INC |  | 80219 | INVENTORY ORDER | 102.02 |  |
|  | 09/11/17 |  | 001D |  |  | 80220 | INVENTORY ORDER | 153.04 |  |
| 60081 |  | 4,191.77 |  | AT\&T |  | 80228 | 7/19-8/18 CALNET3 | 3,603.38 |  |
|  |  |  |  |  |  | 80230 | 7/19-8/18 SKY-OCEAN | 279.94 |  |
|  |  |  |  |  |  | 80231 | 7/19-8/18 CEMENT | 164.24 |  |
|  |  |  |  |  |  | 80232 | 7/19-8/18 OPS ELEVAT | 144.21 |  |
| 60082 | 09/11/17 | 969.93 | 003105 | AT\&T MOBILITY |  | 80210 | 7/24-8/23 WIFI BUSES | 969.93 |  |
| 60083 | 09/11/17 | 19.63 | 003199 | B \& H FOTO \& ELECTRONICS CORP |  | 80266 | HDMI CABLE | 19.63 |  |
| 60084 | 09/11/17 | 2,987.15 | 001159 | CATTO'S GRAPHICS, INC. |  | 80214 | BUS ROUTE DECALS | 2,048.93 |  |
|  |  |  |  |  |  | 80215 | BUS ROUTE DECALS | 938.22 |  |
| 60085 | 09/11/17 | 72,637.11 | 001124 | CLEAN ENERGY |  | 80253 | LNG 8/3/17 | 5,533.54 |  |
|  |  |  |  |  |  | 80254 | LNG 8/1/17 | 7,919.20 |  |
|  |  |  |  |  |  | 80255 | LNG 8/7/17 | 8,057.92 |  |
|  |  |  |  |  |  | 80256 | LNG 8/9/17 | 5,269.33 |  |
|  |  |  |  |  |  | 80257 | LNG 8/11/17 | 4,875.76 |  |
|  |  |  |  |  |  | 80258 | LNG 8/15/17 | 8, 032.21 |  |
|  |  |  |  |  |  | 80259 80260 | LNG 8/17/17 LNG $8 / 21 / 17$ | 5,750.21 |  |
|  |  |  |  |  |  | 80261 | LNG 8/23/17 | 5, 005.13 |  |
|  |  |  |  |  |  | 80269 | AUG 17 MAINTENANCE | 14,842.00 |  |
| 60086 | 09/11/17 | 2,350. 85 | 003116 | CUMMINS PACIFIC LLP |  | 80275 | INVENTORY ORDER | 1,451.67 |  |
|  |  |  |  |  |  | 80276 | INVENTORY ORDER | , 899.18 |  |
| 6008760088 | $09 / 11 / 17$$09 / 11 / 17$ | 101,437.48 | 003341 | DYNAMIC SECURITY TECH INC |  | 80245 | JKS ACCESS CONTROL | 101,437.48 |  |
|  |  | 4,287.16 | 003274 | EAST BAY TIRE CO. |  | 80262 | TIRES | 70.85 |  |
|  |  |  |  |  |  | 80263 | TIRES | 240.00 |  |
|  |  |  |  |  |  | 80264 | TIRES | 1,020.55 |  |
|  |  |  |  |  |  | 80270 | TIRES | 1,934.34 |  |
|  |  |  |  |  |  | 80271 | TIRES | 1,021.42 |  |

## Attachment A

DATE 10/02/17 08:27

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| 277.70 | 001302 |
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| 825.63 | 282 |
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| 165.00 | 852 |
| 21.80 | 003326 |
| $16,368.42$ | 009 |

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60096 09/11/17




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## Attachment A


FIRST ALARM
DATE 10/02/17 08:27

ATHENS INSURANCE SERVICE, INC.
B \& B SMALL ENGINE CORP

EXPRESS SERVICES INC.
FLYERS ENERGY LLC
GILLIG LLC
GRAINGER

GRANITEROCK COMPANY
HOSE SHOP, THE INC
JOBBERS EQUIPMENT WAREHOUSE
KELLEY'S SERVICE INC.

$\begin{array}{rr}382.04 & 002814 \\ 4,253.30 & 003116 \\ 4,192.12 & 003274\end{array}$
$2,601.74432$
41,055.32 002295

| $2,389.94$ | 002952 |
| :--- | :--- |
| $1,408.99$ | 117 |
| $1,232.91$ | 282 |



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FLYERS ENERGY LLC
GILLIG LLC
GRAINGER $\begin{array}{ll}60118 & 09 / 18 / 17 \\ 60119 & 09 / 18 / 17 \\ 60120 & 09 / 18 / 17\end{array}$ $\begin{array}{ll}60120 & 09 / 18 / 17 \\ 60121 & 09 / 18 / 17\end{array}$
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$\begin{array}{ll}60125 & 09 / 18 / 17 \\ 60126 & 09 / 18 / 17 \\ 60127 & 09 / 18 / 17 \\ 60128 & 09 / 18 / 17 \\ 60129 & 09 / 18 / 17\end{array}$
60130 09/18/17
60131 09/18/17
60132 09/18/17

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& \text { GILLIG LLC } \\
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## Attachment A

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| 10/02/17 $08: 27$ |  | SANTA CRUZ METROPOLITAN TRANSIT DISTRICT |
|  |  | CHECK JOURNAL DETAIL BY CHECK NUMBER |

## Attachment A

DATE 10/02/17 08:27
DATE: 09/01/17 THRU 09/30/17

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 SANTA CRUZ SENTINEL
SANTA CRUZ SENTINEL
SCMTD PETTY CASH - OPS
SHAW / YODER / ANTWIH, INC.
SJB GLOBALNET, INC.
SLINGSHOT CONNECTIONS LLP thermo king of salinas, inc TOYOTA MATERIAL HANDLING TRANSIT HOLDINGS INC

## U.S. BANK

UNIFIRST CORPORATION UNITED PARCEL SERVICE
VALLEY POWER SYSTEMS, INC.
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$2,374.16 \quad 003285$

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 60169 09/18/17
 $\begin{array}{ll}60172 & 09 / 18 / 17 \\ 60173 & 09 / 18 / 17\end{array}$ 60174 09/18/17 60175 09/18/17 60176 09/18/17 $\begin{array}{ll}60177 & 09 / 18 / 17 \\ 60178 & 09 / 18 / 17\end{array}$


 $\begin{array}{ll}60187 & 09 / 18 / 17 \\ 60188 & 09 / 18 / 17 \\ 60189 & 09 / 19 / 17\end{array}$
60190 09/25/17

## Attachment A

DATE 10/02/17 08:27



| 60191 | 09/25/17 | 155.53 | 192 | ALWAYS UNDER PRESSURE |
| :---: | :---: | :---: | :---: | :---: |
| 60192 | 09/25/17 | 102.49 | M022 | CAPELLA, KATHLEEN |
| 60193 | 09/25/17 | 367.88 | 001159 | CATTO'S GRAPHICS, INC. |
| 60194 | 09/25/17 | 45.87 | 001346 | CITY OF SANTA CRUZ-FINANCE |
| 60195 | 09/25/17 | 5,667.60 | 001124 | CLEAN ENERGY |
| 60196 | 09/25/17 | 1,320.21 | 075 | COAST PAPER \& SUPPLY INC. |
| 60197 | 09/25/17 | 451.25 | 003256 | COMCAST HOLDINGS CORPORATION |
| 60198 | 09/25/17 | 340.00 | 367 | COMMUNITY TELEVISION OF |
| 60199 | 09/25/17 | 259.31 | 002814 | CREATIVE BUS SALES, INC. |
| 60200 | 09/25/17 | 120.00 | T312 | CULBERTSON, ROBERT |
| 60201 | 09/25/17 | 29,652.82 | 003116 | CUMMINS PACIFIC LLP |
| 60202 | 09/25/17 | 1,687.50 | 002946 | DAY WIRELESS SYSTEMS |
| 60203 | 09/25/17 | 142.33 | 003317 | DENCO CONTROLS INC |
| 60204 | 09/25/17 | 1,045.00 | 916 | DOCTORS ON DUTY MEDICAL CLINIC |
| 60205 | 09/25/17 | 6,221.65 | 003274 | EAST BAY TIRE CO. |
| 60206 | 09/25/17 | 8,412.97 | 002952 | FLYERS ENERGY LLC |
| 60207 | 09/25/17 | 7,052.54 | 912 | FOLGER GRAPHICS |
| 60208 | 09/25/17 | 28,890.61 | 839 | FOLSOM LAKE FORD |
| 60209 | 09/25/17 | 104.84 | 647 | GENFARE A DIV OF SPX CORP |
| 60210 | 09/25/17 | 144.08 | 117 | GILLIG LLC |
| 60211 | 09/25/17 | 51.24 | M041 | GOUVEIA, ROBERT |
| 60212 | 09/25/17 | 54.42 | 282 | GRAINGER |
| 60213 | 09/25/17 | 574.40 | 001097 | GREENWASTE RECOVERY, INC. |
| 60214 | 09/25/17 | 1,694.48 | 166 | HOSE SHOP, THE INC |

## Attachment A



## Attachment A

| DATE 10/02/17 08:27 |  | SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE |  |  |  |  |  |  | PAGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  | DATE: 09/01/17 THRU 09/30/17 |  |  |
| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
| 60232 | 09/25/17 | 1,147.50 | 003345 | PIERCE, ALLEN S JR |  | 80533 | AUG 17 CONSULTING | 1,147.50 |  |
| 60233 | 09/25/17 | 147.15 | 050 | PITNEY BOWES INC. RENTAL PMT |  | 80572 | 9/1-12/31 RENTAL C/S | 147.15 |  |
| 60234 | 09/25/17 | 757.55 | 882 | PRINT SHOP SANTA CRUZ | 7 | 80425 | OPERATOR DAILY SHEET | 757.55 |  |
| 60235 | 09/25/17 | 813.44 | 107A | PROBUILD COMPANY LLC |  | 80519 | BENCH MOLDS | 64.52 |  |
|  |  |  |  |  |  | 80544 | BREAKROOM CABINET | 164.36 |  |
|  |  |  |  |  |  | 80545 | C/S BOOT WTC | 95.64 |  |
|  |  |  |  |  |  | 80546 | BREAKROOM WTC | 351.77 |  |
|  |  |  |  |  |  | 80547 | BREAKROOM WTC | 137.15 |  |
| 60236 | 09/25/17 | 593.25 | 001153 | REPUBLIC ELEVATOR COMPANY INC |  | 80516 | SEPT 17 MAINTENANCE | 593.25 |  |
| 60237 | 09/25/17 | 843.14 | E992 | RIOS, MICHAEL |  | 80565 | TRAVEL REIMBURSEMENT | 843.14 |  |
| 60238 | 09/25/17 | 3,341.89 | 003154 | ROMAINE ELECTRIC CORP |  | 80430 | INVENTORY ORDER | 2,131.99 |  |
|  |  |  |  |  |  | 80431 | CREDIT | -87.20 |  |
|  |  |  |  |  |  | 80487 | INVENTORY ORDER | 1,297.10 |  |
| 60239 | 09/25/17 | 102.49 | M085 | ROSSI, DENISE | 0 | 80568 | OCT 17 RETIREE SUPP | 102.49 |  |
| 60240 | 09/25/17 | 51.24 | M030 | ROWE, RUBY |  | 80569 | OCT 17 RETIREE SUPP | 51.24 |  |
| 60241 | 09/25/17 | 175.30 | 018 | SALINAS VALLEY FORD SALES INC |  | 80428 | INVENTORY ORDER | 175.30 |  |
| 60242 | 09/25/17 | 188.38 | 135 | SANTA CRUZ AUTO PARTS, INC. |  | 80454 | INVENTORY ORDER | 21.20 |  |
|  |  |  |  |  |  | 80562 | INVENTORY ORDER | 172.21 |  |
|  |  |  |  |  |  | 80563 | INVENTORY ORDER | 12.33 |  |
|  |  |  |  |  |  | 80564 | CREDIT | -17.36 |  |
| 60243 | 09/25/17 | 280.00 | 001292 | SANTA CRUZ RECORDS MNGMT INC |  | 80414 80492 | SEPT 17 SHREDDING | 40.00 240.00 |  |
| 60244 | 09/25/17 | 865.23 | 149 | SANTA CRUZ SENTINEL | 0 | 80471 | JUL 17 LEGAL ADS | 865.23 |  |
| 60245 | 09/25/17 | 2,217. 80 | 681 | SCOTTS BODY SHOP CORP | 7 | 80535 | ADD ONS VEH \#1716 | 2,217.80 |  |
| 60246 | 09/25/17 | 1,596. 42 | 003292 | SLINGSHOT CONNECTIONS LLP |  | 80558 | TEMP W/E 9/17/17 | 1,596.42 |  |
| 60247 | 09/25/17 | 334.50 | 115 | SNAP-ON INDUSTRIAL |  | 80469 | SHOP TOOL | 334.50 |  |
| 60249 | 09/25/17 | 3, 054.40 | 001800 | THERMO KING OF SALINAS, INC | 7 | 80537 | OCT 17 RENT | 15,487. 21 |  |
|  |  |  |  |  |  | $\begin{aligned} & 80456 \\ & 80457 \end{aligned}$ | RPR VEH \#1001 RPR VEH \#2235 | $\begin{array}{r} 3,025.04 \\ 29.36 \end{array}$ |  |
| 60250 | 09/25/17 | 3,502.93 | 003285 | TRANSIT HOLDINGS INC |  | 80426 | INVENTORY ORDER | 34.48 |  |
|  |  |  |  |  |  | 80470 | INVENTORY ORDER | 197.57 |  |
|  |  |  |  |  |  | 80472 | INVENTORY ORDER | 2,824.40 |  |
|  |  |  |  |  |  | 80473 | INVENTORY ORDER | 143.81 |  |
|  |  |  |  |  |  | 80484 | INVENTORY ORDER | 197.57 |  |
|  |  | 690.50 | 003037 |  |  | 80485 80476 | INVENTORY ORDER 10/1-12/31 ALARM WTC | 105.10 207.83 |  |
| 60251 | 09/25/17 |  |  | NTEGRATED SECURITY |  | 80477 | 10/1-12/31 ALARM SMC | 287.07 |  |
|  |  |  |  |  |  | 80478 | 10/1-12/31 SVT | 195.60 |  |
| 60252 | 09/25/17 | 358.33 | 003152 | UNIFIRST CORPORATION |  | 80421 | MATS TOWELS PC | 9.65 |  |
|  |  |  |  |  |  | 880504 | LAUNDRY SERVICE | 225.37 69.77 |  |
|  |  |  |  |  |  | 80517 | MATS OPS | 6.48 |  |
|  |  |  |  |  |  | 80518 | CUSTODIAL SUPPLIES | 40.07 |  |
|  |  |  |  |  |  | 80520 | MATS TOWELS PC | 6.99 |  |
| 60253 | 09/25/17 | 29.09 | 007 | UNITED PARCEL SERVICE |  | 80488 | FREIGHT | 29.09 |  |
| 60254 | 09/25/17 | 21,031.72 | 002829 | VALLEY POWER SYSTEMS, INC. |  | 80442 | RPR VEH \#9826 | 4,668.91 |  |

## Attachment A



13-01A. 12

## SUBJECT: ACCEPT AND FILE REVISED MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF AUGUST 25, 2107

## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Revised Minutes for the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of August 25, 2107

## II. SUMMARY

- Staff is providing revised minutes from the Santa Cruz Metropolitan Transit District (METRO) Board Meeting of August 25, 2107 in accordance with direction of the Board at the September 22, 2017 Board meeting.


## III. DISCUSSION/BACKGROUND

- The Board requested that staff include, in the Board Packet, minutes for previous METRO Board meetings.
- Each meeting, the Executive Assistant will provide the minutes from the previous METRO Board of Directors meeting.
- With regard to Section 8 on Page 14-03A. 3 of the August 25, 2017 Board Meeting Minutes, staff has closely reviewed the audio of the Board meeting, and has made minor revisions to more accurately reflect the discussion.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

None

## V. ALTERNATIVES CONSIDERED

None

## VI. ATTACHMENTS

Attachment A: Revised minutes for the Board Meeting of August 25, 2107
Prepared by: Gina Pye, Executive Assistant

## VII. APPROVALS:

Alex Clifford, CEO/General Manager


Attachment A
Board of Directors Meeting Minutes
REVISED
August 25, 2017
Page 3 of 11

## 7 WRITTEN COMMENTS FROM MAC (IF APPLICABLE)

None

## 8 LABOR ORGANIZATION COMMUNICATIONS

Olivia Martinez, representing PSA, VMU and SEA, urged the Board to rescind the CEO's "raise", which was approved at the June 23, 2017 Board meeting. She cited SEIU's support of Measure D and the now-balanced budget achievable in part due to their members' concessions.
Eduardo Montesino, representing Bus Operators and Paratransit, said the SEIU had submitted a public records request and expressed some concern as to the CEO contract process and employee "grumblings".
Chair Dutra thanked everyone for their support in the success of Measure D and SB1. He advised caution with violating the Brown Act in discussing the CEO contract, as the item is not on today's agenda. He noted the CEO contract process was undertaken properly, was on the agenda for the last two regular Board meetings, and the amendments to the employment agreement were a result of a unanimous Board vote based on the Board's satisfactory rating of the CEO's performance. He asked that the community discussion accurately reflect the Board's action taken in compliance with the CEO's contract requirements. false information not spread through the community.
Director Rotkin noted the CEO serves at the pleasure of the Board, unlike the Union members. It is important to understand that, during the recent structural deficit, no union employee was denied a step increase. The CEO voluntarily gave up his contractually guaranteed step increase last year. He did not receive a "raise", but a step increase, which is guaranteed by his contract provided his performance is satisfactory.
Speaking as a former union member, Director Rothwell expressed sympathy for the union members, adding the Board is constrained with a contract that stipulates step increases upon a satisfactory rating. He agreed that the Grand Jury report is loaded with misinformation and is not a good basis for anyone's arguments.
Director Rios thanked the union reps for attending and asking the questions.
As the Board allowed all interested members of the public to provide public comment when this item was introduced, Chair Dutra declined further public comments and closed discussion on the item. Hearing no further comments, Chair Dutra moved to the next item.

## 9 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS None

## CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions, which are considered to be routine and will be acted upon as one motion. All items removed will be considered later in the agenda. The Board Chair will allow public input prior to the approval of the Consent Agenda items.

## 10-01 RECOMMENDED ACTION ON TORT CLAIMS

10-02 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTHS OF JUNE AND JULY 2017

10-03 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MAY 31, 2017

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## I. RECOMMENDED ACTION

That the Board of Directors Accept and File Minutes for the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of September 22, 2017

## II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of September 22, 2017.
- Each meeting, the Executive Assistant will provide minutes from the previous METRO Board of Directors meeting.


## III. DISCUSSION/BACKGROUND

The Board requested that staff include, in the Board Packet, minutes for previous METRO Board of Directors meetings. Staff is enclosing the minutes from these meetings.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

None.

## V. ALTERNATIVES CONSIDERED

None

## VI. ATTACHMENTS

Attachment A: Draft minutes for the Board of Directors Meeting of September 22, 2017

Prepared by: Gina Pye, Executive Assistant

## VII. APPROVALS:

Alex Clifford, CEO/General Manager


# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA MEETING MINUTES <br> SEPTEMBER 22, 2017 - 9:00 AM SANTA CRUZ CITY COUNCIL CHAMBERS 809 CENTER STREET SANTA CRUZ, CA 95060 

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, September 22, 2017 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA

The Board Meeting Agenda Packet can be found online at www.SCMTD.com and is available for inspection at Santa Cruz METRO's Administrative offices at 110 Vernon Street, Santa Cruz, California.

This document has been created with accessibility in mind. With the exception of certain 3rd party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com

## SECTION I: OPEN SESSION

1 CALL TO ORDER at 9:01 AM by Chair Dutra.

2 New UCSC ex-officio director, Larry Pageler, was sworn in by General Counsel Sherman.
3 ROLL CALL: The following Directors were present, representing a quorum:
Director Ed Bottorff City of Capitola

Director Cynthia Chase
Director Jimmy Dutra, Board Chair
Director Norm Hagen
Director John Leopold
Director Donna Lind
Director Cynthia Mathews
Director Bruce McPherson, Board Vice Chair
Director Oscar Rios
Director Dan Rothwell
Director Mike Rotkin
Ex-Officio Director Larry Pageler
Ex Officio Director Liber McKee

STAFF PRESENT:
Alex Clifford
Julie Sherman

City of Santa Cruz
City of Watsonville
County of Santa Cruz
County of Santa Cruz
City of Scotts Valley
City of Santa Cruz
County of Santa Cruz
City of Watsonville
County of Santa Cruz
County of Santa Cruz
UC Santa Cruz
Cabrillo College

AR 9:05AM

Julie Sherman, General Counsel, swore in new UCSC ex-officio director, Larry Pageler.

METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

Angela Aitken, METRO
Sylvia Caras, Self
Debbie Kinslow, METRO
G.L. Lindstrum, Self/Citizens

Rachel Morconi, RTC
Becky Steinbruner, Citizen
Thomas Stumbaugh, Citizen
Daniel Zaragoza, METRO

## 4 ANNOUNCEMENTS

Chair Dutra introduced Carlos Landaverry and his Spanish Language interpretation services. He then announced that the meeting is being televised by Community Television of Santa Cruz County with technician, Mr. Lynn Dunton.

5 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION Julie Sherman, General Counsel, announced the item to be discussed as noted below. There was no public comment.

## 6 RECESS TO CLOSED SESSION AT 9:06AM

## SECTION II: CLOSED SESSION

7 CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE SECTION 54957.6)

Agency Negotiators:

Employee Organization:

Alex Clifford, CEO/General Manager
Julie Sherman, General Counsel
UTU, Local 23

## SECTION III: RECONVENE TO OPEN SESSION AT 9:49AM

8 REPORT OF CLOSED SESSION ITEMS
Julie Sherman, General Counsel, announced there were no reportable actions from the closed session.

There was no public comment.
9 BOARD OF DIRECTORS COMMENTS
As a result of discussion regarding potentially cancelling the December 2017 meeting. Chair Dutra directed staff to return to the October 2017 board meeting with a revised Board Meeting schedule cancelling the December meeting.
Hearing no further comments, Chair Dutra moved to the next agenda item.
10 COMMUNICATIONS TO THE BOARD OF DIRECTORS
Mr. Brian Peoples, TrailNow representative, asked that the Board continue to work to ensure the SCCRTC allocates money to METRO.

Mr. John Daugherty and Ms. Becky Taylor, Commission on Disabilities representatives, invited the assembly to attend the upcoming Kudos Awards event on October 21, 2017 and provided a flyer with details. (See attached)

The following members of the public expressed their concerns regarding a proposed change to an Aptos Village bus stop:

- Ms. Sylvia Caras (See attached document provided to Gina Pye at the meeting)
- Mr. Tom Stumbaugh
- Ms. Becky Steinbruner
- Ms. Marilyn Gehrig
- Mr. Gary Lindstrom

In response to questions from the public and the Board, Mr. Ciro Aguirre, COO, responded: During the past several years, while METRO was in contact with Mr. Jack Sohriakoff, Public Works Director, there were some plans that were submitted which were not compliant with the ADA requirements. As a result, a lot of research and information that was exchanged, including FTA specifications and all of the guidelines that were associated with the bus stop in order to make it compliant. The construction designers, Bowman and Williams, went in and actually designed something that is going to be compliant. There will also be a specialdesigned shelter and a cutout. Our County is not known for wide streets and, as a result, our training has included the mitigation of being able to pull out into traffic under safe conditions, even though there is congestion and some inordinate amount of traffic. Neither the Union nor the safety coordinator who reviewed the stop saw a problem with the line of sight or their abilities to maneuver the vehicle out of or into that bus stop. Consequently, this stop will be modified and improved in order to allow sidewalks, a path of travel and an ADA-compliant bus stop. Additionally, there will be a controlling light and bulb-out for a turn to mitigate movements around the bus.

Joan Jeffries, speaking as a member of the public and METRO employee, provided Gina Pye with a copy of comments from $8 / 25$ board meeting. (See attached.)

11 COMMUNICATIONS FROM MAC
Having none, Chair Dutra moved to the next item.
12 LABOR ORGANIZATION COMMUNICATIONS
Michael Rios, PSA representative, congratulated and welcomed Larry Pageler to the Board.
13 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS
CONSENT AGENDA

## 14-01 RECOMMENDED ACTION ON TORT CLAIMS

14-02 ACCEPT AND FILE: PRELIMINARY CHECK JOURNAL DETAIL FOR THE MONTH OF AUGUST 2017

14-03 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF AUGUST 25, 2017

14-04 ACCEPT AN FILE: QUARTERLY PROCUREMENT REPORT FOR 2ND QUARTER OF FY18

14-05 APPROVE: CONSIDERATION OF DECLARING VEHICLES AND/OR EQUIPMENT
AS EXCESS FOR PURPOSE OF DISPOSAL OR AUCTION

13-03A. 3

14-06 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO ALEXANDER ELECTRIC DBA STATE ELECTRIC GENERATOR FOR ANNUAL EMERGENCY GENERATOR LOAD BANK TESTING AND MAINTENANCE SERVICES NOT TO EXCEED \$80,000

14-07 CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE CEO TO SUBMIT GRANT APPLICATIONS AND EXECUTE AGREEMENTS TO RECEIVE FUNDS FROM THE SANTA CRUZ REGIONAL TRANSPORTATION COMMISSION

14-08 APPROVE: CONSIDERATION OF AUTHORIZING CEO TO EXECUTE A CONTRACT WITH COMPLETE COACH WORKS TO LEASE ARTICULATED BUSES FOR UCSC SERVICES

14-09 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 2ND CONTRACT AMENDMENT WITH HOWIE AND SMITH LLP TO INCREASE THE CONTRACT TOTAL BY \$25,000

14-10 APPROVAL OF WAGE SURVEY RESULTS FOR ELECTRONIC TECHNICIAN Public comment:

Referencing Agenda Item 14-03, Mr. Michael Rios, questioned the accuracy of several statements within the minutes.

Chair Dutra directed staff to review the audio of the meeting and bring any corrections to the October board meeting for review and approval.

ACTION: MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED, EXCLUDING AGENDA ITEM 14-03, DELAYING THE APPROVAL AND DIRECTING STAFF TO DOUBLECHECK THE ACCURACY OF THE 8/25/17 BOARD MINUTES.

MOTION: DIRECTOR MATHEWS
SECOND: DIRECTOR BOTTORFF
MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rios, Rothwell \& Rotkin).

## REGULAR AGENDA

## 15 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS TO LEONARD PENA AND GREGORY WILLIS <br> Chair Dutra presented Mr. Greg Willis with the plaque and pin and thanked him for his service. <br> Mr. Willis thanked the Board and his coworkers, past and present. <br> Mr. Pena was not present.

FUTURE OF UCSC EX-OFFICIO BOARD SEAT ORAL PRESENTATION
UCSC students, Ms. Alice Malmberg and Mr. Noah Thoron, spoke to the written proposal they provided to support a student ex-officio (or voting) board member through their on-campus organization, SCOC. (See attached.)
Ex-Officio Director Pageler, voicing his support for student representation, noted the appointment process has changed over the years and said he would work with UCSC to review the process.

Director Rotkin noted any change in ex-officio voting status would require legislation.
General Counsel Sherman noted that any changes of this nature could be addressed in the Bylaw review that the Personnel/HR Standing Committee is currently undertaking.
Director Leopold encouraged staff to provide an advance summary of future oral presentations within the board packet.
There was no public comment:

## ACTION: MOTION SUPPORTING THE PROCESS TO TRANSITION TO AN EX-OFFICIO BOARD STUDENT REPRESENTATIVE FROM UCSC AS QUICKLY AS POSSIBLE

MOTION: DIRECTOR ROTKIN
SECOND: DIRECTOR MATHEWS
MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rios, Rothwell \& Rotkin).

17 CONSIDERATION OF APPOINTMENT OF CASSITY MEGA TO THE METRO ADVISORY COMMITTEE (MAC) FOR A TERM OF OFFICE ENDING DECEMBER 31, 2019
CEO Clifford provided background to the staff report.
Director Rotkin added the Ad Hoc Committee based their recommendation on a range of diversity and qualifications. Director Mathews voiced her support, saying she's worked with Ms. Mega in the past.

There was no public comment:
ACTION: MOTION TO APPOINT CASSITY MEGA TO THE METRO ADVISORY COMMITTEE (MAC) FOR A TERM OF OFFICE ENDING DECEMBER 31, 2019 AS PRESENTED

MOTION: DIRECTOR MATHEWS
SECOND: DIRECTOR RIOS
MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rios, Rothwell \& Rotkin).

Director McPherson departed at 10:55AM

## 18 FISCAL YEAR END MONTHLY BUDGET STATUS REPORTS FOR JUNE 30, 2017; AND, ADOPTION OF THE PRELIMINARY SCHEDULE OF RESERVE ACCOUNT BALANCES

Angela Aitken, Finance Manager, provided commentary to the presentation, noting that these are un-audited financials.

There were no public comments.
Board comments:
As a result of Board member's comments and a unified recommendation, CEO Clifford will author an op-ed publicizing METRO's balanced budget and a one page information sheet to be posted to the website.

ACTION: MOTION TO ACCEPT AND FILE THE FISCAL YEAR END MONTHLY BUDGET STATUS REPORTS FOR JUNE 30, 2017; AND, ADOPT THE PRELIMINARY SCHEDULE OF RESERVE ACCOUNT BALANCES AS PRESENTED

MOTION: DIRECTOR LEOPOLD
SECOND: DIRECTOR MATHEWS
MOTION PASSED WITH 10 AYES (Directors Bottorff, Chase, Dutra, Hagen, Leopold, Lind, Mathews, Rios, Rothwell \& Rotkin). Director McPherson had departed.

19 ELECTRIC BUS PURCHASE STATUS REPORT
Ciro Aguirre, COO, provided background to the agenda item in the absence of Purchasing Manager, Ms. Erron Alvey. Discussion ensued regarding the various buses and charging systems available throughout the industry.

There were no public comments.
Ex-Officio Director McKee departed at 11:38AM
Chair Dutra left the room at 11:39AM
ACTION: MOTION TO ACCEPT AND FILE THE ELECTRIC BUS PURCHASE STATUS REPORT AS PRESENTED

MOTION: DIRECTOR CHASE

## SECOND: DIRECTOR HAGEN

MOTION PASSED WITH 9 AYES (Directors Bottorff, Chase, Hagen, Leopold, Lind, Mathews, Rios, Rothwell \& Rotkin). Directors Dutra and McPherson were not present.

20 RATIFICATION OF THE WAIVER OF COMPETITIVE PROCUREMENT PROCESS FOR BUS ENGINE REPLACEMENT AND INSTALLATION Ciro Aguirre, COO, spoke to the agenda item and noted that some buses actually have 749,000 miles; greater than the 400,000 stated in the staff report.
There were no public comments.
ACTION: MOTION TO APPROVE THE RATIFICATION OF THE WAIVER OF COMPETITIVE PROCUREMENT PROCESS FOR BUS ENGINE REPLACEMENT AND INSTALLATION AS PRESENTED

MOTION: DIRECTOR MATHEWS
SECOND: DIRECTOR CHASE
MOTION PASSED WITH 9 AYES (Directors Bottorff, Chase, Hagen, Leopold, Lind, Mathews, Rios, Rothwell \& Rotkin). Directors Dutra and McPherson were not present.
Chair Dutra returned at 11:47AM
21 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A $3^{\text {RD }}$ LEASE AMENDMENT WITH WAVE CREST DEVELOPMENT FOR SOIL REMEDIATION, INCREASING THE CONTRACT TOTAL BY \$150,000
Ciro Aguirre, COO, standing in for Purchasing Manager, Ms. Alvey, provided commentary to the agenda item.
There were no public comments.

ACTION: MOTION TO AUTHORIZE THE CEO TO EXECUTE A $3^{\text {RD }}$ LEASE AMENDMENT WITH WAVE CREST DEVELOPMENT FOR SOIL REMEDIATION, INCREASING THE CONTRACT TOTAL BY \$150,000 AS PRESENTED

MOTION: DIRECTOR LEOPOLD

## SECOND: DIRECTOR LIND

MOTION PASSED WITH 10 AYES (Directors Bottorff, Chase, Dutra, Hagen, Leopold, Lind, Mathews, Rios, Rothwell \& Rotkin). Director McPherson had departed.

## 22 STATUS OF STATE TRANSIT ASSISTANCE (STA) PROGRAM FUNDS ORAL REPORT <br> Alex Clifford, CEO, provided a status update to the STA program funds. The SCCRTC will be meeting to discuss further and return to METRO with an update.

There were no public comments.

## 23 CEO ORAL REPORT

CEO Clifford reported that METRO remains committed to finding strategies to replace 61 buses. The SB1 challenge is gaining momentum. He invited the Board to attend METRO's annual picnic scheduled for September $30^{\text {th }}$ at Harvey West Park Evergreen area. An HR Manager has been hired and, subject to clearing the background check, will be onboard October $16^{\text {th }}$, such that he/she can be introduced at the October board meeting.

Mr. Emerson advised the Board that METRO had received an FTA 5339 grant today for $\$ 460,000$ to purchase a CNG bus. And, an additional Monterey Bay Air Resources District grant for $\$ 200,000$ to cover operating costs of the Watsonville circulator.

There were no public comments.
24 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, OCTOBER 27, 2017 AT 9:00AM, CAPITOLA CITY COUNCIL CHAMBERS, 420 CAPITOLA AVENUE, CAPITOLA, CA
Chair Dutra announced the next meeting as above.

## 25 ADJOURNMENT

Chair Dutra adjourned the meeting at 11:58AM.

Respectfully submitted,

Gina Pye
Executive Assistant

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INFORMATION RECEIVED AT 9/22/17 METRO BQARDMEETING
FROM JOHN DAUGHTERTY AND BECKY 3 AYLUR. 9

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I decided to test not using my car. My take-away is I'm liking the extra walking and using the Metro.

Since mid-May I have made four car trips totaling 92 miles, used Lyft six times, and taken 22 Metro trips.

The stops to my home along Mission are .4 and .6 miles away and I would then need to transfer. Or I can walk to River St, . 5 miles. So far I walked .9 miles to Pacific Station.

I appreciate the accommodations for people using wheelchairs and the seats where seniors and people with disabilities have priority.

But: For many, side facing seats are contraindicated because of the horizontal push and pull; my bones and muscles are not very resilient. And I have arthritis in my left shoulder so I almost always use a wheeled cart. The two front facing seats with room for my cart are folded up for wheelchair users. I can walk half way back, up a stair, and lift the cart onto a seat beside me. Or I can sit in the last row at the back of the bus. But then the exit doors in the middle of the bus are heavy for me and the step steep for rolling the cart off. So, ...

Most of the trips l've taken have included people using wheelchairs and others with shopping carts. I'm noting all this to suggest an interior redesign with the needs of both seniors and carts in mind.

Sylvia Caras
146 Chrystal Terrace
Santa Cruz 95060
Mission and Highland . 3 and Green . 4
Mission and Laurel . 6
River St . 5
Pacific Station . 9

## INFORMATION RECEIVED AT 9/22/17 METRO BOARD MEETING FROM SYLVIA CARAS

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$$
\text { August 25, } 2017
$$

Dear District Board Members:

We are here to urge the Board to rescind the raise approved on June 23, 2017 for the CEO. Our members are shocked and upset over the decision to approve a $10 \%$ salary increase, and to do so in closed session without giving the public an opportunity to review the details of the Agreement and respond prior to reaching a consensus. The CEO, in negotiating this Agreement, has put himself first before all other members of this agency.

As you are aware, the District has a contract with a consultant for a full Class \& Comp study for the management team. The CEO has repeatedly told management they will have to wait for the results of this study before any increases will be entertained. Why would the Board agree to a new salary scale for only the CEO before the results of this study are known?

Historically, General Manager/CEO raises have always been included in the published Board Agenda. Why not this time? Adding 4 additional steps to an existing 6 -step salary scale, which you have effectively done for the CEO, is another first for this agency. Is this something that the rest of us can look forward to when the Class \& Comp is completed, or is it just for one person? We also wish to point out that when Mr. White was the General Manager of this agency his salary scale was $55 \%$ higher than that of his core group of managers. When Mr. Clifford arrived his salary scale was increased to $83 \%$ higher than the scale of this same group. With the approval of a new salary schedule, in which step 5 becomes the new step 1, the CEO's salary scale is now $118 \%$ higher than that of these managers.

Just last year we were all working together to prevent a $30 \%$ cut in services. Unions were asked to help, which UTU and SEIU both did, and our members were asked to also make sacrifices. The monetary concessions all Union members - SEIU, UTU \& ParaCruz - have made extend throughout FY19, and are part of the reason you now have a balanced budget.

If this increase was a regular step increase it wouldn't have been such a concern, but to

1) keep the Agreement completely out of the public eye,
2) give the CEO two step increases at once, and
3) give the CEO a whole new $22 \%$ higher salary schedule ahead of the results from the Class \& Comp study
sends a strong message to our members and the public that the budget crisis METRO has had only applies to workers and transit riders, and that Mr. Clifford is exempt.

We look to this Board for leadership, fairness and responsibility. It is the District's employees, our members and residents who provide valuable services to our community. We are all in this together, but we can't do it without appropriate leadership from this Board.

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A Proposal for a UC Santa Cruz Student Director on the Santa Cruz County Metro Board of Directors

Alice Malmberg, 2017-18 Vice President of Internal Affairs
Noah Thoron, 2016-17 Chair of Rachel Carson College Council
UC Santa Cruz Student Union Assembly

September 22, 2017

## INFORMATION RECEIVED AT 9/22/17 METRO BOARD MEETING FROM ALICE MALMBERG \& NOAH THBFOBMA. 15

## Background

According to Article V, $\S 1.2 .501$ of the Santa Cruz METRO Board of Directors Bylaws, "METRO shall be governed by a Board of Directors of eleven members because such membership is necessary to ensure adequate representation to all the areas in the County of Santa Cruz". ${ }^{1}$ Moreover, Article V, §1.2.502 states that "the membership of the Board of Directors shall be composed of one member 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 [on the Board] shall be made in accordance with the proportionate population within the District." The University of California, Santa Cruz (UCSC) comprises a significant proportion of the county population, with 18,783 undergraduate and graduate students enrolled during the 2016-17 year, ${ }^{2}$ as well as between approximately 3,500 and 3,700 faculty and staff members working within Santa Cruz County. ${ }^{3}$

While UCSC's total population of 26,613 (including all students, faculty, and staff) is smaller than the populations of two cities with voting membership on the Board (Santa Cruz, population: $64,465^{4}$ and Watsonville, population: $53,796^{5}$ ), it is significantly larger than the other two cities with voting membership on the Board (Capitola, population: $10,180^{6}$ and Scotts Valley, population: $11,928^{7}$ ). UCSC also has the largest population of METRO riders out of any city in the county, with riders taking 2,373,745 trips to and from the university during the 2016-17 year. ${ }^{8}$ UCSC is served by some of

[^0]METRO's most popular bus routes, including Routes $10,15,16,19,20,20 \mathrm{D}, 20 \mathrm{~S}$, and the new Route 22. This is due to the fact that many students rely on METRO buses to commute to and from campus, as well as the student-funded initiative to provide students unlimited access to all METRO bus routes (excluding the Highway 17 bus) with their valid student ID cards. This also means UCSC is METRO's largest single source of income. During the 2016-17 year, the University paid METRO $\$ 3,607,494.19$ for ridership. ${ }^{9}$

Therefore, considering the significant number of student METRO riders, we recommend that a qualified UCSC student (hereafter referred to as the Student Director) hold the UCSC seat on the Santa Cruz County METRO Board of Directors, unless the University is unable to select such a candidate.


#### Abstract

Furthermore, we recommend the Student Director position become a regular, voting seat on the METRO Board as soon as possible so UCSC students can directly influence decisions that affect their abilities to get to and from campus and around Santa Cruz County. ${ }^{10}$


## Membership

We recommend the Student Director be selected and appointed by UCSC's Student Committee on Committees (SCOC), which is charged with coordinating undergraduate student participation on university committees. Under the leadership of the SUA Vice President of Internal Affairs, SCOC reviews student applications and appoints qualified undergraduates to over 20 academic and administrative committees every year. Students appointed to committees through SCOC advise campus faculty and administrators on a variety of issues, from undergraduate education to student fees to the future of UCSC's Long Range Development Plan. To this end, it would be well-suited for the Student Director to be

[^1]appointed by SCOC, as this committee has a proven history and experience of appointing qualified undergraduate students to university committees.

Because SCOC appointments operate on a school-year calendar and Board terms last full calendar years, SCOC would appoint the Student Director for the following calendar year during Fall Quarter (September - December). The incoming Student Director-Designate would enter a training period for the remainder of that calendar year and attend Board meetings and events as a guest of the current Student Director to become knowledgeable about Board activities and practices. They would then begin their term as a full Director starting January 1 of the following year: This system is modeled after the UC Student Regent position, where students are appointed for two year terms, and must complete a year in training as the non-voting Student Regent-Designate before they become a full, voting member of the UC Board of Regents. ${ }^{11}$

## Logistics

Student Directors face several unique logistical challenges, the most notable of which is transportation to various board meeting locations throughout the county. While some students have access to personal vehicles, others do not, which would make it a hassle for them to get to some meetings, especially those held in Watsonville and other areas in the southern part of the county. To alleviate this issue, Student Directors could take a ridesharing service, such as Lyft or Uber, to the meeting and be reimbursed for these travel expenses by the Board under Article V §1.2.506 Subsection D, which states that "each Director shall be reimbursed for actual and necessary expenses incurred in the performance of official METRO duties", ${ }^{12}$ including attending Board meetings. Just as other Directors might be reimbursed for gas or other travel expenses they incur while carrying out their term, the

[^2]Student Director can be reimbursed for using a ridesharing service to attend meetings held in otherwise inaccessible locations. Obviously, Student Directors would not always need to use these services; some might have their own cars and all students should be able to get to meetings held in more accessible locations, such as Downtown Santa Cruz, on their own without a problem. The Student Committee on Committees also has a substantial operating budget that it can use to finance additional expenses Student Directors might incur while serving in this capacity.

While Article V §1.2.504 states that a standard term for directors is four years, ${ }^{13}$ it would be difficult for the same Student Director to carry out a term of this length. Therefore, we propose that Student Directors' terms be of flexible length, but not exceed a total of four years as full members, in addition to the fall training period as a Student Director-Designate. Due to the complex nature of this committee, we also recommend that UCSC make every effort to appoint second or third year students who are willing to commit to this position for multiple years. Returning Student Directors would not need to be reappointed by the Student Committee on Committees or the University on a yearly basis unless there was a significant break in their participation on the Board. Having multiple year-long Student Director terms would facilitate stable board membership by ensuring Student Directors can carry out the entirety of their terms with minimal disruption or change in membership.

We think it is important to offer the UCSC Student Director a stipend for their commitment to sitting on the Board. Article V $\S 1.2 .506$ A provides each Director with monthly compensation of $\$ 50 .{ }^{14}$ Additionally, the Student Committee on Committees offers all undergraduate committee representatives quarterly stipends for their work, at a rate of approximately $\$ 11.50$ per hour. We propose an agreement between the Board of Directors and the Student Committee on Committees to offer the Student Director

[^3]adequate compensation that aligns with the standard pay rate for student representatives on other university committees.

## Future Plans for the Student Director Position

Due to the University's large population of METRO riders and significant contribution to METRO's budget, we are seeking a path for the UCSC Ex-Officio position to become a full voting member of the Santa Cruz County METRO Board of Directors as quickly as possible. We believe the large student population of UCSC students have just as much right to representation in the allocation of their transit fees as any other demographic of the county population. As many students are not registered to vote in Santa Cruz County, and thus cannot vote in city councillor or county supervisor elections, we have little say about who is placed on the Board of Directors as a voting member. Having a voting student seat on the Board of Directors that is appointed by students through the Student Committee on Committees would give students opportunities to voice their feedback and concerns as equitably and directly as any other resident of Santa Cruz County. This is especially important because UCSC students are often not consulted about major transportation decisions that affect our abilities to attend classes, utilize campus resources, interact with peers, and become more involved with the greater Santa Cruz community. Therefore, we suggest that creating a voting Student Director position on the Board of Directors as soon as possible would be the best solution to this issue, and mark a new, mutually advantageous chapter in the long-standing partnership between METRO and UC Santa Cruz.

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DATE: October 27, 2017

## TO: $\quad$ Board of Directors

FROM: Barrow Emerson, Planning and Development Manager

# SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE AN AGREEMENT WITH UCSC TO FUND AN ARTICULATED BUS PILOT PROJECT ON UCSC ROUTES 

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute an agreement with UCSC to fund operation of an articulated bus pilot project on UCSC routes

- Due to overcrowding, University of California Santa Cruz (UCSC) desires additional capacity to meet its service needs.
- Santa Cruz Metropolitan Transit District (METRO) is unable, because of budgetary constraints, to implement additional trips for UCSC service at this time.
- UCSC would like to fund an articulated bus pilot project comprised of three articulated buses on UCSC routes from January through June of 2018.
- The cost of this pilot project includes vehicle leasing, additional equipment, operator training, and possible special vehicle pay for operation of the vehicles.
- It is requested that the Board authorize the CEO to execute an agreement whereby UCSC and Metro memorialize the terms applicable to UCSC funding of the articulated bus pilot project


## II. DISCUSSION/BACKGROUND

Over the years, morning METRO bus service to UCSC has often suffered from overcrowding. Historically, METRO has been able to add service to meet this demand via morning "trippers".
Due to a lack of additional vehicles to provide the service in the short-term, METRO is not in a position to provide enough additional trips to address the capacity issue, even if UCSC were able to fund additional operators.
It is proposed that UCSC fund and METRO operate three articulated buses on USCS routes from January through June 2018 as an articulated bus pilot project.
UCSC wants to demonstrate to the students possible improvements to the school bus service that could be provided with additional funding, via the articulated bus pilot project, which information students could consider in connection with a student fee ballot measure in the Spring of 2018.

METRO is developing a funding agreement with UCSC, whereby UCSC funds the costs of operation of an articulated bus pilot project from January through June of 2018, which includes leasing three articulated buses, operator training, additional equipment and possible special vehicle pay for the operation of the vehicles.

It is requested that the Board authorize the CEO to execute an agreement with UCSC to memorialize the UCSC funding of the articulated bus pilot project.

## III. FINANCIAL CONSIDERATIONSIIMPACT

There will be no additional costs to METRO for the three articulated buses, operator training, additional equipment or possible special vehicle pay, as UCSC will fund all costs associated with the pilot project.

## IV. ALTERNATIVES CONSIDERED

UCSC could choose not to lease the buses and not pursue this pilot project and accept the reduced quality of service in terms of overcrowding and passenger pass-bys. This is not recommended.

Prepared By: Barrow Emerson, Manger, Planning \& Development

Board of Directors
October 27, 2017
Page 3 of 3

## V. APPROVALS:

## Barrow Emerson,

Planning \& Development Manager


Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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DATE: October 27, 2017
TO: Board of Directors
FROM: Isaac Holly, I.T. Manager

## SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO APOLLO VIDEO TECHNOLOGY FOR ONBOARD BUS AND PARATRANSIT VEHICLE SECURITY SURVEILLANCE NOT TO EXCEED \$967,181

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract with
Apollo Video Technology for Onboard Bus and Paratransit Vehicle Security
Surveillance in an amount not to exceed $\$ 967,181$

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for Onboard Bus and Paratransit Vehicle Security Surveillance.
- A formal request for proposals was conducted to solicit proposals from qualified firms. Ten firms submitted proposals for METRO's review.
- A five-member evaluation team comprised of METRO staff reviewed and evaluated the proposals, and is recommending an award to Apollo Video Technology.


## III. DISCUSSION/BACKGROUND

METRO is currently one of the last public transit agencies in the nation operating without an onboard security surveillance system. In a Staff Report dated April 28, 2017, the CEO explained in detail why having this type of equipment on METRO's buses and paratransit vehicles is important to the safety and security of METRO's customers and employees.

On this same date, the Board authorized staff to issue a Request for Proposals for Onboard Bus and Paratransit Vehicle Security Surveillance. On May 26, 2017, METRO legally advertised and distributed Request for Proposals (RFP) No. 17-17 to 32 firms, posted notice on its website, and sent email notices to all GovDelivery subscribers. On July 26, 2017, proposals were received and opened from ten firms. A list of these firms is provided in Attachment A. A fivemember evaluation team comprised of METRO staff has reviewed and evaluated the proposals.

The evaluation team used the following criteria as contained in the Request for Proposals:

| Evaluation Criteria | Points |
| :--- | :---: |
| Qualifications and recent experience | 30 |
| Understanding of and technical approach to Project requirements | 30 |
| Quality of relevant experience of key staff | 20 |
| Experience with government agencies | 15 |
| References | 15 |
| Cost proposal | 30 |
| Total Points Possible |  |
| $\mathbf{l y y}$ |  |

During the evaluation process, Apollo Video Technology stood out as the most innovative vendor and their references spoke very highly of their products and post-sale support. Staff is recommending that the Board of Directors authorize the CEO to execute a contract on behalf of METRO, with the option to include hardware and software maintenance and support following a three-year warranty period, with Apollo Video Technology for Onboard Bus and Paratransit Vehicle Security Surveillance in an amount not to exceed $\$ 967,181$. Contractor will provide all services meeting all METRO's specifications and requirements of the contract. Isaac Holly, I.T. Manager, will serve as the Contract Administrator and will ensure contract compliance.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The value of the contract is $\$ 967,181$. Cal OES revenues are available to fund this contract.

## v. ALTERNATIVES CONSIDERED

The Board could choose to not award the contract to the vendor selected by METRO staff and instead direct staff to:

- Reissue an RFP to re-solicit the project
o METRO staff does not recommend this alternative. The evaluation and selection process clearly identified Apollo Video Technology as the best vendor for this project.
- Terminate the vehicle surveillance project and identify other Cal OES-qualified security related projects
o METRO staff does not recommend this alternative. As previously provided in detail to the Board, numerous incidents have occurred on or near METRO buses in which on vehicle surveillance might have acted as a deterrent or provided valuable surveillance information. Additionally, adding on-board cameras is consistent with METRO's response to its TDA triennial audit recommendation.


## VI. ATTACHMENTS

Attachment A: List of Responding Firms
Attachment B: Contract with Apollo Video Technology

Note: A full copy of the Contract is available on request.

Prepared By: Joan Jeffries, Administrative Specialist
Isaac Holly, I.T. Manager

## VII. APPROVALS:

Isaac Holly, I.T. Manager

Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


## Attachment A

Responding Firms for RFP No. 17-17

## Onboard Bus and Paratransit Vehicle Security Surveillance

Received by July 26, 2017 at 5:00 PM

| Apollo Video Technology | Bothell | WA |
| :--- | :--- | :--- |
| AT\&T Mobility National Accounts LLC | San Ramon | CA |
| Cyberwatch Security Communication <br> Systems, Inc. | San Jose | CA |
| Digital Ally, Inc. | Lenexa | KS |
| DTI USA Inc. | Albany | OR |
| March Networks, Inc. | Atlanta | GA |
| MobileView | Houston | TX |
| Safety Vision LLC | Coquitlam | BC |
| Seon Systems Sales Inc. | Fredericksburg | VA |
| Tactical Micro, Inc. |  |  |

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## Attachment B

## PROFESSIONAL SERVICES CONTRACT FOR ONBOARD BUS AND PARATRANSIT VEHICLE SECURITY SURVEILLANCE (17-17)

THIS CONTRACT is made effective on October 27, 2017 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and APOLLO VIDEO TECHNOLOGY ("Contractor").

## 1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.
1.02 Santa Cruz METRO's Need for Onboard Bus and Paratransit Vehicle Security Surveillance

Santa Cruz METRO has the need for Onboard Bus and Paratransit Vehicle Security Surveillance. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated May 26, 2017, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit A.
1.03 Contractor's Proposal

Contractor is a firm qualified to provide Onboard Bus and Paratransit Vehicle Security Surveillance and whose principal place of business is $2400035^{\text {th }}$ Avenue SE, Bothell, Washington 98021. Pursuant to the Request for Proposals issued by Santa Cruz METRO, Contractor submitted a proposal for Onboard Bus and Paratransit Vehicle Security Surveillance, which is attached hereto and incorporated herein by reference as Exhibit B
1.04 Selection of Contractor and Intent of Contract

On September 21, 2017, Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to Santa Cruz METRO to provide the Onboard Bus and Paratransit Vehicle Security Surveillance described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

## 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents listed below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 11.15 of the General Conditions to the Contract.

## Attachment B

## A. Exhibit A

Santa Cruz METRO's "Request for Proposals" dated May 26, 2017, including Addendums Nos. 1 through 3 dated June 19, 2017, June 22, 2017, and July 12, 2017, respectively.
B. Exhibit B (Contractor's Proposal)

Contractor's Proposal to Santa Cruz METRO for Onboard Bus and Paratransit Vehicle Security Surveillance, signed by Contractor and dated July 24, 2017.
C. Exhibit C

Contractor's Final Negotiated Cost Proposal dated October 4, 2017.

Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A, B, and C. Where in conflict, the provisions of Exhibits A and C supersede Exhibit B.
2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

## 3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the Contract:
3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Part IV, Section 11.15 of the General Conditions to the Contract.
3.01.02 CONTRACTOR - The Contractor selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued May 26, 2017.
3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.
3.01.04 DAYS - Calendar days.
3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued May 26, 2017.
3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

## Attachment B

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

## 4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will commence upon the effective date of the Contract, and will expire upon the completion of a three-year warranty period. The three-year warranty period shall commence upon Final Acceptance issued by Santa Cruz METRO.

Santa Cruz METRO reserves the right, in its sole discretion, to exercise an option for hardware and software maintenance and support. In the event Santa Cruz METRO exercises this option, the term of this Contract shall also continue until all services required pursuant to such option are complete, or until a separate agreement is agreed upon.

The term of the Contract is subject to Santa Cruz METRO's right to terminate the Contract.

## 5. COMPENSATION

5.01 Terms of Payment

The Contractor agrees to perform all of the services, including a three-year warranty, for a fixed price of Nine Hundred Sixty-Seven Thousand One Hundred Eighty-One Dollars and One Cent $\mathbf{( \$ 9 6 7 , 1 8 1 . 0 1 )}$ ), in accordance with Exhibits A, B and C. The three-year warranty period shall commence upon Final Acceptance, which will occur upon Santa Cruz METRO approving and signing off on system acceptance.

The total all inclusive sum shall include all labor, material, software, licenses, equipment, training, testing, taxes, profit, overhead, insurance, warranty, documentation, subcontractor costs, and all other costs and expenses incurred by the Contractor.

Contractor understands and agrees that if they exceed the $\$ 967,181.01$ maximum amount payable under this Contract, they do so at their own risk.

In the event that Santa Cruz METRO exercises the option for hardware and software maintenance and support, the parties shall mutually agree upon the compensation and a payment schedule for the work covered by this option at that time.

Invoices
Apollo will submit progress billings for product and services delivered per the terms of the Contract and payment for those invoices will be net 30. Santa Cruz METRO will hold back payment of Exhibit C, line 36 as it relates to Project Management in the amount of $\$ 25,238$ until a time where Santa Cruz METRO signs off upon final completion of the entire project. Each invoice shall reference the Contract number, specify the completed task number, describe with specificity the tasks completed for which payment is being requested and state the amount of payment requested. Each invoice shall identify the applicable sales tax amount.

## Attachment B

Contractor shall only submit invoices for services performed and costs incurred in accordance with the agreed upon payment schedule referenced above, in the performance of this Agreement, not for advance costs. Upon payment for materials and equipment purchased, Santa Cruz METRO is granted ownership and title to such materials and equipment as required by the Federal Transit Administration. Transfer of title shall be free of all encumbrances. Transferring title and/or the risk of any loss or damage to Santa Cruz METRO for such materials and equipment does not trigger the commencement of the three-year warranty term which commences upon Final Acceptance.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to Santa Cruz METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

## 6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting if sent by registered mail, receipt requested, to a party hereto at the address hereinunder set forth, or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO<br>Santa Cruz Metropolitan Transit District<br>110 Vernon Street<br>Santa Cruz, CA 95060<br>Attention: Alex Clifford, CEO<br>\section*{CONTRACTOR}<br>Apollo Video Technology<br>$2400035^{\text {th }}$ Avenue SE<br>Bothell, WA 98021<br>Attention: April Johnson, COO<br>(425) 483-7100 x: 121<br>april.johnson@apollovideo.com

## 7. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS

The parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is

## Attachment B

delivered by scanned image as an attachment to electronic mail. Such scanned signature must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

## 8. AUTHORITY

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

Santa Cruz METRO -<br>SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor-
APOLLO VIDEO TECHNOLOGY
Rodell Notbohm, CEO


Approved as to Form:
Julie Sherman, General Counsel


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DATE: October 27, 2017
TO: $\quad$ Board of Directors
FROM: Angela Aitken, Finance Manager

## SUBJECT: CONSIDERATION OF RESOLUTION APPROVING THE FY18 REVISED CAPITAL BUDGET

## I. RECOMMENDED ACTION

That the Board of Directors adopt a resolution approving the FY18 Revised Capital Budget, as presented in Attachment B

## II. SUMMARY

- The Board of Directors adopted the FY18 Capital Budget on June 23, 2017.
- Periodic capital budget revisions may be required due to new grant awards, new projects, changes to the scope of existing projects, spending, and removal of projects that are no longer needed.
- Revisions to an adopted capital budget require Board approval and the adoption of a resolution.


## III. DISCUSSION/BACKGROUND

The Board of Directors (BOD) must adopt an Operating and Capital Budget by June $30^{\text {th }}$ each year. The Board adopted the FY18 \& FY19 Operating and FY18 Capital Budget on June 23, 2017.

This will be the first revision to the FY18 Capital Budget since it was adopted.
Staff requests that the Board adopt a resolution (Attachment A) to approve the FY18 Revised Capital Budget (Attachment B)

A Reconciliation by Project as of October 27, 2017 (Attachment C) is provided; this reconciles the (current) FY18 Revised Capital Budget against the (original) Final FY18 Capital Budget adopted on June 23, 2017.

This revision impacts eleven (11) capital projects.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The original FY18 Capital Budget adopted June 23, 2017 totals \$18,634,373.

- Revision 1 - October 27, 2017 - this revision adds eight (8) capital projects; and adjusts the funding for three (3). This revision resulted in a net increase of $\$ 1,138,605$, for a FY18 Revised Capital Budget balance of \$19,772,978.

The Reconciliation by Project as of October 27, 2017 (Attachment C) lists the detail of all changes by project since adoption on June 23, 2017, and includes an explanation for the action. The year to date change is a net increase of \$1,138,605.

Additional Information Regarding Cash Reserves aka Operating and Capital Reserve Fund: The estimated balance of the Operating and Capital Reserve Fund before this action is $\$ 1,139 \mathrm{~K}$. This action allocates $\$ 162 \mathrm{~K}$ of Operating and Capital Reserve Funds, therefore the new estimated balance of the Operating and Capital Reserve Fund is $\$ 977 \mathrm{~K}$. Please note, the estimates provided here include deductions for approved capital projects, and commitments (the required local match) against grants that have not yet been awarded; those un-awarded projects are not included in the attached revised budget.

## V. ALTERNATIVES CONSIDERED

- There are no recommended alternatives at this time. If the revised budget is not approved, important capital improvements and capital projects may be delayed or cancelled.


## VI. ATTACHMENTS

Attachment A: FY18 Capital Budget Resolution
Attachment B: FY18 Revised Capital Budget as of October 27, 2017
Attachment C: FY18 Revised Capital Budget - Reconciliation by Project as of October 27, 2017

Prepared By: Debbie Kinslow, Assistant Finance Manager

Page 3 of 3
VII. APPROVALS:

Approved as to fiscal impact:
Angela Aitken, Finance Manager
dk for $A A$

Alex Clifford, CEO/General Manager


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

Resolution No. $\qquad$
On the Motion of Director $\qquad$ Duly Seconded by Director
The following Resolution is adopted:

## A RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING A REVISION TO THE FY18 CAPITAL BUDGET

WHEREAS, the Board of Directors approved the FY18 Capital Budget on June 23,2017 with a total budget of $\$ 18,634,373$; and

WHEREAS, it is necessary to revise the adopted FY18 Capital Budget by $\$ 1,138,605$ to add funds for various capital projects;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby amends the FY18 Capital Budget per Attachment B to this resolution for a total FY18 Revised Capital Budget of \$19,772,978.

PASSED AND ADOPTED this 27th day of October 2017, by the following vote:
AYES: Directors -
NOES: Directors -
ABSENT: Directors -
ABSTAIN: Directors -

Approved
JIMMY DUTRA
Board Chair
ATTEST
ALEX CLIFFORD,
CEO, General Manager
APPROVED AS TO FORM:

JULIE A. SHERMAN
General Counsel

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Attachment B


| SANTA CRUZ METROPOLITAN TRANSIT DISTRICT |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| AS OF 10/27/17 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | UNRES | RICTED |  |  |
| PROJECT/ACTIVITY | FEDERAL FUNDS | PTMISEA (1B) | PTMISEA (1B) + INT-PAC STATION PLACEHOLDER | cal-oes PROP 1B SECURITY | STIP | LCTOP | (SB 1) TIF | $\begin{aligned} & \text { CAPITAL } \\ & \text { RESTRICTED } \\ & \text { STA } \end{aligned}$ | STA (XFR FROM OPER BUDGET) | OPERATING \& CAPITAL RESERVE FUND |  | TOTAL |
| Non-Revenue Vehicle Replacement |  |  |  |  |  |  |  |  |  |  |  |  |
| 32 Replace 11 Non-Revenue Vehicles (FTA 5339a FY13) | \$ 171,023 |  |  |  |  |  |  |  | \$ 42,756 |  |  | 213,779 |
| 33 Replace High Lift Bucket Truck (FTA 5339a FY14) | \$ 75,318 |  |  |  |  |  |  |  | \$ 18,830 | \$ 3,666 |  | 97,814 |
| 34 Propane Fueled Tow Motor (FTA 5339a FY14) | \$ 46,602 |  |  |  |  |  |  |  | \$ 11,651 | \$ 1,747 |  | 60,000 |
| Subtotal | \$ 292,943 | \$ | \$ | \$ - | \$ | \$ - | \$ - | \$ | \$ 73,237 | \$ 5,413 |  | 371,593 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| Fleet \& Maint Equipment |  |  |  |  |  |  |  |  |  |  |  |  |
| 35 None | \$ |  |  |  |  |  |  |  |  | \$ |  |  |
| Subtotal | \$ | \$ | \$ . | \$ | \$ - | \$ - | \$ - | \$ - | \$ | \$ |  |  |
| Office Equipment |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 36 Business Copy Machine-Operations |  |  |  |  |  |  |  |  |  | 9,000 |  | 9,000 |
| Subtotal | $\stackrel{ }{\$}$ | \$ | \$ | \$ | \$ | \$ | \$ - | \$ - | \$ | \$ 9,000 |  | 9,000 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| Misc. |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 38 Ticket Vending Machine-Cash Devices \& Components |  |  |  |  |  |  |  |  |  | \$ 10,750 |  | 10,750 |
| 39 Misc. Emergency Capital Items \$1K to \$5K |  |  |  |  |  |  |  |  |  | \$ 10,000 |  | 10,000 |
| 40 ID Card Printer |  |  |  |  |  |  |  |  |  | \$ 5,000 |  | 5,000 |
| 41 Ticket Vending Machine-Software/Pin Pad Upgrade |  |  |  |  |  |  |  |  |  | \$ 4, 250 |  |  |
| 42 AEDs (local match for 6+1@ full cost) |  |  |  |  |  |  |  |  |  | \$ 7,846 |  | 7,846 |
| Subtotal | \$ | \$ | \$ | \$ - | \$ | \$ . | \$ - | 8,000 | 9,045 | \$ 37,846 |  | 54,891 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL CAPITAL PROJECTS | \$ 7,233,887 | \$ 390,000 | \$ 5,989,824 | \$ 981,000 | \$ 247,950 | \$ 709,292 | \$ 737,000 | \$ 44,760 | \$ 2,620,082 | \$ 819,183 |  | 19,772,978 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| REMOVE PRIOR TO FINALIZING | \$ ${ }_{987,719}$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 240 | \$ ${ }_{\text {\% }}$ | \$ 333.468 |  |  |

Attachment B

| SANTA CRUZ METROPOLITAN TRANSIT DISTRICT |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| FY18 (REVISED) CAPITAL BUDGET |  |  |  |  |  |  |  |  |  |  |  |
| AS OF 10/27/17 |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | RESTRICTED | UNRES | RICTED |  |
| PROJECT/ACTIVITY | FEDERAL FUNDS | PTMISEA (1B) | $\begin{array}{\|l\|} \text { PTMISEA (1B) + } \\ \text { INT-PAC } \\ \text { STATION } \\ \text { PLACEHOLDER } \\ \hline \end{array}$ | CAL-OES PROP 1B TRANSIT SECURITY | STIP | LCTOP | (SB 1) TIF | $\begin{gathered} \text { CAPITAL } \\ \text { RESTRICTED } \\ \text { STA } \\ \hline \end{gathered}$ | STA (XFR FROM OPER BUDGET) | OPERATING \& CAPITAL RESERVE FUND | TOTAL |
| CAPITAL PROGRAM FUNDING |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| Federal Sources of Funds: |  |  |  |  |  |  |  |  |  |  |  |
| Federal Grants (FTA) | \$ 6,733,887 |  |  |  |  |  |  |  |  |  | \$ 6,733,887 |
| Surface Transportation Block Grant (STBG) | \$ 500,000 |  |  |  |  |  |  |  |  |  | \$ 500,000 |
| State Sources of Funds: |  |  |  |  |  |  |  |  |  |  |  |
| PTMISEA (1B) |  | \$ 390,000 | \$ 5,989,824 |  |  |  |  |  |  |  | \$ 6,379,824 |
| Cal-OES Prop 1B Transit Security Grant Funds (CTSGP) |  |  |  | \$ 981,000 |  |  |  |  |  |  | \$ 981,000 |
| Statewide Transportation Improvement Program (STIP) |  |  |  |  | \$ 247,950 |  |  |  |  |  | \$ 247,950 |
| Low Carbon Transit Operations Program (LCTOP) |  |  |  |  |  | \$ 709,292 |  |  |  |  | \$ 709,292 |
| Transportation Improvement Fee (TIF) - NEW SB1 |  |  |  |  |  |  | \$ 737,000 |  |  |  | \$ 737,000 |
| Capital Restricted - State Transit Assistance (STA) |  |  |  |  |  |  |  | \$ 44,760 |  |  | \$ 44,760 |
| State Transit Assistance (STA) - (Xfrs from Oper. Budget) |  |  |  |  |  |  |  |  | \$ 2,620,082 |  | \$ 2,620,082 |
| Local Sources of Funds: |  |  |  |  |  |  |  |  |  |  |  |
| Operating and Capital Reserve Fund |  |  |  |  |  |  |  |  |  | \$ 819,183 | \$ 819,183 |
| TOTAL CAPITAL FUNDING BY FUNDING SOURCE | \$ 7,233,887 | \$ 390,000 | \$ 5,989,824 | \$ 981,000 | \$ 247,950 | \$ 709,292 | \$ 737,000 | \$ 44,760 | \$ 2,620,082 | \$ 819,183 | \$ 19,772,978 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| Restricted Funds | \$ 7,233,887 | \$ 390,000 | \$ 5,989,824 | \$ 981,000 | \$ 247,950 | \$ 709,292 | 737,000 | \$ 44,760 |  |  | \$ 16,333,713 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| Unrestricted Funds |  |  |  |  |  |  |  |  | \$ 2,620,082 | \$ 819,183 | \$ 3,439,265 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL CAPITAL FUNDING | \$ 7,233,887 | \$ 390,000 | \$ 5,989,824 | \$ 981,000 | \$ 247,950 | \$ 709,292 | \$ 737,000 | \$ 44,760 | \$ 2,620,082 | \$ 819,183 | \$ 19,772,978 |
| * The FY18 STA \& new TIF SB1 amounts listed here are budg |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | values at this | The cash has | yet been receiv | refore these a | nts have not be | ormally commi | against specific | pital projects. |  |  |  |

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# Attachment C <br> FY18 CAPITAL BUDGET <br> RECONCILIATION BY PROJECT <br> AS OF OCTOBER 27, 2017-1ST REVISION 

FY18 FINAL CAPITAL BUDGET ADOPTED JUNE 23, 2017 :

| CAPITAL PROJECT | SOURCE | AMOUNT | TOTAL |
| :---: | :---: | :---: | :---: |
| Add: Replace Aging Servers | RESERVES | \$ 50,000 |  |
| Reason: Original funding source was designated as FTA 5339(a) but those funds were exhausted due to other high priority projects (mid-life bus engine overhauls and a fuel management system.) |  |  |  |
| Add: FY17 Allocation - FTA 5339(a) Bus \& Bus Facilities Grant | FTA 5339(a) FY17 | \$ 437,523 |  |
| Reason: Add projects submitted under the FY17 FTA 5339(a) Bus \& Bus |  |  |  |
| Facilities Grant. Toll credits will be used as the local match. |  |  |  |
| Fuel Management System | \$ 180,000 |  |  |
| Golf Club Fire Egress | \$ 97,523 |  |  |
| 4 Midlife Overhauls @ \$40K each | \$ 160,000 |  |  |

Add / Reduce: Parking Lot Reconfiguration / Bus Stop \& Facilities Improvements
FTA 5339(a) FY15\&16 \$ 9,206

FTA 5339(a) FY15\&16 \$ $(9,206)$

Reason: Add Parking Lot Reconfiguration Project at Vernon and -
Reduce funds available in Bus Stop \& Facilities Improvements Project

| Adjust Funding Sources: Paratransit Vehicle (1) (FTA Section 5310) | STA | $\$$ | $(12,600)$ |
| :--- | :--- | :--- | :--- |
|  | FTA 5310 | $\$$ | 12,600 |

Reason: Project originally entered with a local match of 20\% using STA funds; local match of $20 \%$ not needed

Add: Bus Engine Replacement and Installation (3)
RESERVES
\$ 110,000

Reason: Bus engine replacements needed for service delivery; approved at the 9/22/17 Board Meeting - 3 @ \$35K - not to exceed \$110K

# Attachment C <br> FY18 CAPITAL BUDGET <br> RECONCILIATION BY PROJECT <br> AS OF OCTOBER 27, 2017-1ST REVISION 

| CAPITAL PROJECT | SOURCE |  | AMOUNT | TOTAL |
| :---: | :---: | :---: | :---: | :---: |
| Adjust: Replace High Lift Bucket Truck | RESERVES | \$ | 1,390 |  |
| Reason: The local match for this project was revised at the 6/23/17 Board Meeting, but the project was rolled forward in the FY18 Final Capital Budget incorrectly; this corrects the project value |  |  |  |  |
| Adjust: Purchase 1 additional AED | RESERVES | \$ | 2,096 |  |
| Reason: Add funds to purchase one (1) additional AED - for a total of seven (7) |  |  |  |  |
| Add: Purchase 140 ' CNG Bus | FTA | \$ | 537,596 |  |
| Reason: Add funds to purchase one (1) 40' CNG Bus - Toll credits provide the local match |  |  |  |  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| FUNDING SUMMARY: | CaI-OES | $\$$ | - |
|  | FTA | $\$$ | 987,719 |
|  | LCTOP | $\$$ | - |
|  | PTMISEA | $\$$ | - |
|  | RESERVES | $\$$ | 163,486 |
|  | STA | $\$$ | $(12,600)$ |
|  | STBG | $\$$ | - |
| TOTAL CAPITAL BUDGET REVISIONS THROUGH 10/27I17: | STIP | $\$$ | - |

TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager
$\begin{array}{ll}\text { SUBJECT: } & \text { CONSIDERATION OF A RESOLUTION APPROVING THE REVISED } \\ & \text { CY2017 BOARD MEETING SCHEDULE }\end{array}$

## I. RECOMMENDED ACTION

## That the Board of Directors approve the resolution revising the 2017 calendar year Board Meeting schedule

## II. SUMMARY

- Staff recommends that the Board Members approve the revised Board Meeting schedule for CY2017. (See Attachment A: Resolution; and, Attachment B: Revised CY2017 Board Meeting Schedule.)


## III. DISCUSSION/BACKGROUND

- Annually the Board of Directors approves a schedule of meeting dates, times and locations for the following calendar year. The Board of Directors meeting schedule typically calls for regular meetings on the fourth Friday of each month, though some dates are modified depending on holidays and public hearing posting requirements.
- At the September 22, 2017 regular Board meeting, Chair Dutra proposed the cancellation of the December 8, 2017 regular Board meeting, so long as the proposed cancellation did not negatively impact METRO's business operations.
- At the September 22, 2017 regular Board Meeting, the Board members concurred and directed staff to present a revised 2017 meeting schedule at the next meeting.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

There are nominal budget savings from the meeting reduction; e.g.,
CommunityTV broadcasting services and simultaneous Spanish translation services.

## V. ALTERNATIVES CONSIDERED

- The Board could decide to hold the December 8, 2017 meeting as scheduled.


## VI. ATTACHMENTS

Attachment A: Authorizing Resolution
Attachment B: Revised Calendar Year 2017 Board of Directors Meeting Schedule

Prepared by: Gina Pye, Executive Assistant

## VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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# 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:

## RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS ESTABLISHING THE REVISED DATE, TIME AND LOCATION OF BOARD MEETINGS FOR 2017


#### Abstract

WHEREAS, the Board of Directors shall establish a meeting schedule for all regular meetings; and,

WHEREAS, 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 official bulletin board throughout the year; and,

WHEREAS, the Board of Directors may establish the time for commencement and duration of its meetings as necessary through resolution;


NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the METRO that the following revised schedule for its 2017 meetings shall be as follows:

| January 27, 2017 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| :---: | :---: | :---: |
| February 24, 2017 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| March 24, 2017 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| April 28, 2017 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| May 19, 2017 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| No July 2017 Meeting |  |  |
| August 25, 2017 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| September 22, 2017 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| October 27, 2017 | 9:00am | Capitola City Council Chambers, 420 Capitola Ave., Capitola |
| November 17, 2017 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
|  | No Dece | ber 2017 Meeting |

Resolution No.

## Page 2

PASSED AND ADOPTED this $27^{\text {th }}$ day of October 2017 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Jimmy Dutra, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

Attachment B
BOARD OF DIRECTORS MEETING SCHEDULE

## 2017

Meetings are scheduled for the $4^{\text {th }}$ Friday of the month unless otherwise indicated.

| 0 | January 27, 2017 | 8:30am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| :---: | :---: | :---: | :---: |
| 0 | February 24, 2017 | 8:30am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| \% 0 | March 24, 2017 | 8:30am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| molor | April 28, 2017 | 8:30am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| 07-014 | May 19, 2017 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
|  | June 23, 2017 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz THERE IS NO MEETING IN JULY |
| - | August 25, 2017 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| Fin | September 22, 2017 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| ¢0\| ont | October 27, 2017 | 9:00am | Capitola City Council Chambers, 420 Capitola Ave., Capitola |
| \%ornt | November 17, 2017 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
|  |  |  | there is no meeting in december |

August 25 and December 8 Meeting(s) Location Change
Revised Start Time (9:00AM) to the 2017 Meeting Schedule Approved at March 28, 2017 Board Meeting

Original 2017 Meeting Schedule Approved under Resolution 16-10-02 at the October 28, 2016 Board Meeting

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TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager

## SUBJECT: CONSIDERATION OF A RESOLUTION TO ESTABLISH THE BOARD OF DIRECTORS' MEETING SCHEDULE \& LOCATIONS FOR THE CALENDAR YEAR 2018

## I. RECOMMENDED ACTION

That the Board of Directors approve a resolution to establish the calendar year 2018 Board Meeting Schedule and Locations

## II. SUMMARY

- Staff recommends that the Board Members approve a resolution (Attachment A) to establish the revised calendar year 2018 Board Meeting Schedule and locations (Attachment B).


## III. DISCUSSION/BACKGROUND

- Annually the Board of Directors approves a schedule of meeting date, times and locations for the following calendar year. The Board of Directors meeting schedule typically calls for regular meetings on the fourth Friday of each month. There are some modifications of the dates annually depending on holidays and public hearing posting requirements.
- Rescheduling the May meeting to the third Friday of the month would meet the 30-day posting requirement applicable to METRO's budget and public hearing scheduled annually in June.
- On December 11, 2015, the Board approved the proposed meeting schedule and locations continuing once-a-month Board meetings indefinitely, or until changed by a future Board action.
- On February 26, 2016, the Board requested equitable representation in North and South Counties.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

There may be nominal budget savings; but, the real value of once-a-month meetings at METRO's Administrative offices, in addition to offsite locations, is in
the staff time savings that can be reinvested in other mission critical projects and tasks.

## V. ALTERNATIVES CONSIDERED

- The Board could suggest alternate locations to hold its meetings. This is not recommended.
VI. ATTACHMENTS

Attachment A: Authorizing Resolution
Attachment B: Calendar Year 2018 Board of Directors Meeting Schedule

Prepared by: Gina Pye, Executive Assistant

## VII. APPROVALS:

Approved as to fiscal impact:
Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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

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

## RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS ESTABLISHING THE DATE, TIME AND LOCATION OF BOARD MEETINGS FOR 2018

WHEREAS, the Board of Directors shall establish a meeting schedule for all regular meetings; and,

WHEREAS, 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 official bulletin board throughout the year; and,

WHEREAS, the Board of Directors may establish the time for commencement and duration of its meetings as necessary through resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of METRO that the following schedule for its 2018 meetings shall be as follows:

| January 26, 2018 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| :---: | :---: | :---: |
| February 23, 2018 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| March 23, 2018 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| April 27, 2018 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| May 18, 2018 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| June 22, 2018 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz There are no meetings in July |
| August 24, 2018 | 9:00am | Scotts Valley City Council Chambers, 1 Civic Center Dr., Scotts Valley |
| September 28, 2018 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| October 26, 2018 | 9:00am | Capitola City Council Chambers, 420 Capitola Ave., Capitola |
| November 16, 2018 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| December 14, 2018 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |

## Attachment A

Resolution No.

## Page 2

PASSED AND ADOPTED this $27^{\text {th }}$ day of October 2017 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Jimmy Dutra, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

Attachment B

## 2018

Meetings are scheduled for the $4^{\text {th }}$ Friday of the month unless otherwise indicated.


50ng
\% on
\%-
\%
\%-

| January 26, 2018 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| :---: | :---: | :---: |
| February 23, 2018 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| March 23, 2018 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| April 27, 2018 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| May 18, 2018 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| June 22, 2018 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz THERE ARE NO MEETINGS IN JULY |
| August 24, 2018 | 9:00am | Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley |
| September 28, 2018 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| October 26, 2018 | 9:00am | Capitola City Council Chambers, 420 Capitola Ave., Capitola |
| November 16, 2018 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| December 14, 2018 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |

Approved under Resolution $\qquad$ at the October 27, 2017 METRO Board Meeting

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DATE: October 27, 2017
TO: $\quad$ Board of Directors
FROM: Alex Clifford, CEO/General Manager
SUBJECT: REVISED METROBASE PHASE II (OPERATIONS BUILDING) LIFE OF PROJECT BUDGET

## I. RECOMMENDED ACTION

That the Board of Directors approve:

1. Incorporating previously approved PTMISEA expenses in the amount of $\$ 1,575,000$ into the Life of Project Budget.
2. Allocating additional PTMISEA funds in the amount of $\$ 100,000$ to the MetroBase Project.
3. Allocating $\$ 99,636$ in Cash Reserves to the MetroBase Project.
4. Removing CaIOES funds in the amount of $\$ 54,296$ from the MetroBase Project.
The MetroBase Phase II Operations Life of Project budget would increase from $\$ 27,708,425$ to $\$ 29,428,765$.

## II. SUMMARY

- The Board of Directors established a Life of Project (LOP) for MetroBase Phase II on September 26, 2014 in the amount of $\$ 24,732,549$. Since then the following revisions were made:
o May 8, 2015 the Board revised the LOP to $\$ 24,603,596$.
o August 14, 2015 the Board revised the LOP to $\$ 24,853,596$.
o October 23, 2015 the Board revised the LOP to $\$ 25,424,868$.
o December 11, 2015 the Board revised the LOP to $\$ 25,866,524$.
o January 22, 2016 the Board revised the LOP to $\$ 26,411,524$.
o June 24, 2016 the Board revised the LOP to $\$ 27,082,425$.
o September 23, 2016 the Board revised the LOP to $\$ 27,530,425$.
o March 24, 2017 the Board revised the LOP to $\$ 27,708,425$.
- Additional adjustments to the LOP are now recommended as follows:
o Incorporate previously approved PTMISEA funding in the amount of $\$ 1,575,000$ for the Lewis C. Nelson (LCN) settlement (\$1,425,000) and Dubois property remediation $(\$ 150,000)$.
o Add PTMISEA funds in the amount of $\$ 100,000$ to cover remaining Project tasks.
o Add Cash Reserves funds in the amount of $\$ 99,636$ to cover inside and outside legal counsel services.
o Remove unused CaIOES funds in the amount of $\$ 54,296$.
- The result of the recommended changes would increase the LOP budget from \$27,708,425 to \$29,428,765.
- The CEO recommends approval of the revised LOP budget.


## III. DISCUSSION/BACKGROUND

As the Project is winding down, several budget line items have been completed. This budget revision is to "true up" the budget with actual spending, as well as to reallocate the unspent funds to line items that were either completed but overspent, or are ongoing and require more funding. These actions apply to the CaIOES and PTMISEA funding sources, and result in $\$ 54,296$ of unused CaIOES funds that will be reallocated to other security-related projects. After unused PTMISEA funding was reallocated, $\$ 100,000$ was identified as the remaining amount needed to complete the remaining tasks, such as installation of a Secure Mechanical Platform Enclosure and Pipe Protection and Guard Rails.

All line items affected by this revision are indicated by bold font in Attachment A.
To address and closeout the LCN Contract, a final settlement payment in the amount of $\$ 1,650,000$ was issued to LCN. PTMISEA funds in the amount of $\$ 1,425,000$ were approved by the BOD on August 25, 2017, and additional funding $(\$ 225,000)$ was provided from settlement funds coming from RNL Interplan, Inc. and Mesiti-Miller to METRO. The final contract value is $\$ 17,078,590.60$.

The remaining and ongoing items and related actions are as follows:

- Addition of Mesiti-Miller design services for the Installation of Pipe Protection in the amount of $\$ 18,560$ funded by reallocated PTMISEA.
- Addition of Mesiti-Miller design services for the Installation of Secure Mechanical Platform Enclosure in the amount of $\$ 20,000$ funded by reallocated CaIOES.
- Dubois property remediation after move out line item - Addition of PTMISEA funds in the amount of $\$ 150,000$ approved by the BOD on September 22, 2017 (Third Amendment to the Wavecrest Agreement).
- Pipe Protection and Guard Rails line item - Addition of PTMISEA funds in the amount of $\$ 50,000$ based on revised Engineer's Estimate. NOTE: This item has not gone out to bid. Final award amount will be based on actual low bid amount.
- Inside and outside counsel expenses line item - Addition of Cash Reserves funding in the amount of $\$ 99,636$ due to mediation costs related to the LCN claims being higher than estimated.
- The secure mechanical platform enclosure and access gate is estimated to cost \$135,000 and will be funded by CalOES.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

Previously allocated CalOES funds in the amount of $\$ 54,296$ will be removed from the Project.

Addition of Cash Reserves in the amount of \$99,636 requires approval as legal services are not an eligible expense in any of the other funding on the Project.

PTMISEA funds in the amount of $\$ 1,425,000$ were approved and allocated to the Project August 25, 2017, and \$150,000 was approved and allocated September 22, 2017. Additional funds in the amount of $\$ 100,000$ are being requested for approval at this time.

If the additional $\$ 100,000$ is approved today, the current PTMISEA FY15 funding allocation of $\$ 5,989,824$ would be committed as follows:

| $\$ 5,989,824$ | Total amount of funding |
| :--- | :--- |
| $\$ 3,086,247$ | Judy K. Souza Operations Facility |
| $\$ 357,216$ | LCTOP Local Match |
| $\$ 645,028$ | $\S 5339$ Local Match |
| $\$ 1,901,333$ | Pacific Station Project |

The fiscal impact of these actions, as reflected in this Board report, is that Operations Building Project Life of Project (LOP) budget increases from $\$ 27,708,425$ to $\$ 29,428,765$.

A final revision will be brought back to the Board after all Project tasks are completed. This is estimated to be in 3-4 months.

## V. ALTERNATIVES CONSIDERED

- The Board could decline to approve the proposed revision. This is not recommended as the Project is nearing completion.


## VI. ATTACHMENTS

Attachment A: Proposed Revised Life of Project Budget
Prepared By: Erron Alvey, Purchasing Manager

## VII. APPROVALS:

Approved as to fiscal impact:
Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


## Attachment A

| Construction Contract | 3/24/17 Rev Budget | 10/27/17 Revision | Resulting Budget |
| :---: | :---: | :---: | :---: |
| Lewis C. Nelson and Sons Inc. Prime Construction Contract | \$13,440,760.00 |  | \$13,440,760.00 |
| CalOES Portion of original contract | \$131,240.00 | (\$78,538.00) | \$52,702.00 |
| Construction Contract Contingency (includes a-e below) | \$2,127,844.20 | (\$89,286.60) | \$2,160,128.60 |
| a. Security cameras conduit (Cal OES funding) | \$55,616.00 | \$275.00 |  |
| b. Security fencing (Cal OES funding) | \$45,929.00 |  |  |
| c. Security gates (Cal OES funding) | \$7,418.00 | (\$7,418.00) |  |
| d. Building access control (Cal OES funding) | \$15,000.00 | (\$15,000.00) |  |
| e. Radio tower \& equipment relocation (Cal OES funding) | \$19,751.00 |  |  |
| Mutual Release and Settlement Agreement (CCO No. 174) | N/A | \$1,650,000.00 | \$1,650,000.00 |
| Settlement Agreement - RNL | N/A | (\$225,000.00) | (\$225,000.00) |


| SC Metro Project Management | $3 / 24 / 17$ Rev Budget | 10/27/17 Revision | Resulting Budget |
| :--- | ---: | ---: | ---: |
| Project Manager Budget FY13\& FY14 | $\$ 194,234.00$ |  | $\$ 194,234.00$ |
| Administrative Specialist Budget FY13\& FY14 | $\$ 160,438.00$ |  | $\$ 160,438.00$ |
| PM and Admin Specialist FY15 Applied to Other expenses | $\mathbf{\$ 2 7 8 , 3 6 2 . 0 0}$ | $\mathbf{( \$ 6 4 . 0 0 )}$ | $\mathbf{\$ 2 7 8 , 2 9 8 . 0 0}$ |
| Administrative Assistant | $\$ 9,747.00$ | $\mathbf{4 9 , 7 4 7 . 0 0}$ |  |
| Inside Document Control Services | $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$ | $\mathbf{( \$ 2 , 6 8 5 . 0 0 )}$ | $\mathbf{\$ 7 , 3 1 5 . 0 0}$ |


| Consultant Costs | $3 / 24 / 17$ Rev Budget | 10/27/17 Revision | Resulting Budget |
| :--- | ---: | ---: | ---: |
| \#15-04 Hill International, Inc: | $\mathbf{\$ 3 , 6 8 3 , 3 8 2 . 0 0}$ | $\mathbf{( \$ 1 4 , 2 0 4 . 0 0 )}$ | $\mathbf{\$ 3 , 6 6 9 , 1 7 8 . 0 0}$ |
| $\# 12-34$ TRC Const Mgmt Applied to Other expenses 10/15 | $\$ 1,378,383.00$ |  | $\$ 1,378,383.00$ |
| RNL Design Original contract 03-2012 | $\$ 1,839,977.00$ |  | $\$ 1,839,977.00$ |
| Contingency 10\% -A\&E | $\$ 0.00$ |  | $\$ 0.00$ |
| Contracted professional services | $\mathbf{\$ 1 5 0 , 0 0 0 . 0 0}$ | $\mathbf{( \$ 4 9 3 . 0 0 )}$ | $\mathbf{\$ 1 4 9 , 5 0 7 . 0 0}$ |
| Mesiti-Miller Engineering, Inc. - Pipe Protection | $\mathbf{N 1 8 , 5 6 0 . 0 0}$ | $\mathbf{\$ 1 8 , 5 6 0 . 0 0}$ |  |
| Mesiti-Miller Engineering, Inc. - Mechanical Platform | $\mathbf{N} / \mathbf{A}$ | $\mathbf{\$ 2 0 , 0 0 0 . 0 0}$ | $\mathbf{\$ 2 0 , 0 0 0 . 0 0}$ |


| Additional Costs and Services | 3/24/17 Rev Budget | 10/27/17 Revision | Resulting Budget |
| :---: | :---: | :---: | :---: |
| 4VSW's hired 3/4/13 -through 2016 | \$787,869.00 |  | \$787,869.00 |
| Dubois temporary facility and related ongoing costs | \$1,217,115.00 | \$10,910.00 | \$1,228,025.00 |
| Dubois property remediation after move out | \$180,000.00 | \$150,000.00 | \$330,000.00 |
| Harvey West Security | \$70,254.00 | (\$3,964.00) | \$66,290.00 |
| Furniture and cubicles for new facility | \$150,000.00 | (\$9,562.00) | \$140,438.00 |
| Inside \& outside counsel expenses (Sakata Lane/Cash Reserves) | \$733,000.00 | \$103,600.00 | \$836,600.00 |
| Land mobile radio tower \& equipment relocation | \$100,000.00 | (\$11,749.00) | \$88,251.00 |
|  |  |  |  |
| Security anti-climb panels for back fencing (CalOES) | \$95,864.00 | (\$95,864.00) | \$0.00 |
| Access Control System (CalOES) | \$150,000.00 | \$103,998.00 | \$253,998.00 |
| Secure Mechanical Platform Enclosure (CalOES) | \$85,000.00 | \$50,000.00 | \$135,000.00 |
| ADA Accessibility Corrections | \$252,000.00 |  | \$252,000.00 |
| Contingency 10\% ADA Concrete Contract | \$25,000.00 | (\$14,194.00) | \$10,806.00 |
| Pipe Protection and Guard Rails | \$71,500.00 | \$50,000.00 | \$121,500.00 |
|  |  |  |  |
| Procore software | \$30,000.00 | (\$4,070.00) | \$25,930.00 |
| Other project expenses | \$212,742.00 | \$135,088.00 | \$347,830.00 |
|  |  |  |  |
| Life of Project Total |  | 10/27/17 Revision | \$29,428,765 |
|  |  |  |  |
|  |  | 3/24/2017 | \$27,708,425 |
|  |  | Difference | \$1,720,340 |

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Santa Cruz Metropolitan Transit District
Has successfully completed the Santa Cruz METRO Training Program requirements for
Bus Operator

Santa Cruz Metropolitan Transit District Has successfully completed the Santa Cruz METRO Training Program requirements for
Bus Operator
Awarded on this 4th day of
Anna Marie Gouveia, Fixed Route Superintendent
This certifies that
$\underline{\text { Xiomara Brioso }}$
Has successfully completed the Santa Cruz METRO
Training Program requirements for

14.3
Santa Cruz Metropolitan Transit District
Certificate of Training
This certifies that
Miguel Duarte Has successfully completed the Santa Cruz METRO Training Program requirements for
Bus Operator
Awarded on this 4th day of October, 2017
Santa Cruz Metropolitan Transit District
This certifies that
Has successfully completed the Santa Cruz METRO Training Program requirements for
Bus Operator
Awarded on this 4th day of October, 2017

Ciro Aguirre, Chief Operations Officer

Sharon Toline, Safety \& Training Coordinator

Bus Operator

Santa Cruz Metropolitan Transit District
Certificate of Training
This certifies that
Iose Fernando Luis Delgado Has successfully completed the Santa Cruz METRO
Training Program requirements for Bus Operator
Santa Cruz Metropolitan Transit District
Certificate of Training
This certifies that
Juan Miguel Villarruel Tavares
Has successfully completed the Santa Cruz METRO
Training Program requirements for


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## VERBAL PRESENTATION ONLY

# INTRODUCTION OF JOLENE CHURCH, NEW HUMAN RESOURCES MANAGER 

## Highlights

Developed and Implemented the City of Riverside's 1st decentralized HR division

Reduced days to hire for the Utility by $28 \%$ in 30 days
Conducted the 1st ever Utilitywide Classification Compensation study in 9 months for a staff of 650 (124 job families)

Employee of the year 3 times over a 9 year period

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# VERBAL PRESENTATION ONLY 

STATE LEGISLATIVE UPDATE<br>JOSH SHAW of SHAW,YODER AND ANTWIH

16.1

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2017 Legislative Wrap-up and SB 1 Transit Funding

Santa Cruz Metropolitan Transit District Board of Directors Meeting Friday, October 27, 2017
Joshua W. Shaw Partner

## Update from Sacramento

- Key transit-related bills
- Cap and Trade funding
- New transit \& transportation funding (SB 1)


## Key Bills

- SB 1 (Beall and Frazier) Transportation Funding Generates $\$ 5.24$ billion/year from various taxes and fees for the repair and maintenance of our state highways and local roads, improvement of our trade corridors, and support of public transit \& active transportation.
~\$750 million a year dedicated to transit.

Transit eligible for more.

- Signed by Governor Brown (April 28)


## Key Bills

- SCA 6 (Wiener) Local Transportation Measures: Special Taxes: Voter Approval
Would lower voter approval requirements from two-thirds to 55 percent for the imposition of special taxes used to provide funding for transportation purposes.
- In Senate Appropriations Committee


## Key Bills

- AB 398 (E. Garcia) California Global Warming Solutions Act

Extends the Cap and Trade program until December 30, 2030, while altering the program by establishing a price ceiling for auction allowances and limiting the use of carbon offsets.

Increased chances for higher funding for transit funding programs.

- Signed by Governor Brown (July 25)


## Key Bills

- AB 673 (Chu) Public Transit Operators: Bus Procurements: Safety Considerations
Require public transit operators, before the procurement of a new bus, to take into consideration safety recommendations offered by local labor representatives.
- Signed by Governor Brown (July 24)


## Key Bills

## - AB 1113 (Bloom) STA Long-Term Fix

Amends the statutes governing the State Transit Assistance program to clarify several ambiguities in law that led to administrative changes made in 2016 by the State Controller's Office.

Restores statewide equity and regional balance.

METRO faced ~\$2-3 million/ year loss...

- Signed by Governor Brown (July 21)


## Key Bills

- ACA 5 (Frazier and Newman) Motor Vehicle Fees and Taxes: Restrictions on Expenditures

Restricts the expenditure of revenues generated by the
Transportation Improvement Fee and diesel sales tax increase, enacted in SB 1 (Beall and Frazier), to specified transportation purposes.

- Chaptered by the Secretary of State [statewide vote = November, 2018]


## Cap and Trade Funding

- \$1.5 billion expenditure plan for 2017-18
- Includes $\$ 180$ million for Air Resources Board's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project
- Minimum \$35 million for buses, including transit
- Also \$250 million for local air districts/ Carl Moyer Program; transit agencies eligible
- Commitment from several Legislators/ staff to revisit dedicated transit funding in 2018-19 budget


## Repeal of SB 1

- Two initiative referenda filed with Secretary of State:
- Asm. Travis Allen, cleared for signature on July 1
- Would repeal all SB 1 enacted taxes and fees
- Circulation Deadline: 01/08/18 | Signatures Required: 365,880
- Allen sued DOJ over Title and Summary, won in court
- No indication of paid signature gatherers
- CA House GOP delegation,
- Would require auto- \& fuel-related taxes and fees passed after $1 / 1 / 17$ to be approved by a majority vote of the people
- Constitutional Amendment | Signatures Required: 585,407
- DOJ has not yet issued Title and Summary


## Repeal of SB 1 (cont.)

- House GOP initiative is huge concern
- Supposed to drive voter turnout
- Support from John Cox, GOP candidate for Governor
- Likely backing by targeted CA GOP House members
- Not just SB 1 repeal; all future auto- \& fuel-related taxes subject to statewide vote of the people
- California Transit Association and Fix Our Roads Coalition, other stakeholders, responding
- Dissuasion: House GOP members should stay out of it
- Prepare the ground: Tell pro-SB 1 story statewide


## Repeal SB 1: Turnout?

| Republican <br> Voters | Definitely <br> vote | Probably <br> vote | $50 / 50$ | Probably <br> not | Unsure |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Without the gas <br> tax | $86 \%$ | $9 \%$ | $3 \%$ | $2 \%$ | $1 \%$ |
| With gas tax | $86 \%$ | $8 \%$ | $3 \%$ | $2 \%$ | $0.3 \%$ |

## Repeal SB 1: Popular?



## Repeal SB 1: What can you do?

- METRO - Document the benefits:
- Discuss benefits of SB 1 funding at METRO Board meetings and in Board reports
- Issue press releases and update your website
- Board Members - Get the word out:
- Direct staff to do those first things!
- Speak at community meetings
- Educate business groups

2017 Legislative Wrap-up and SB 1 Transit Funding

Santa Cruz Metropolitan Transit District Board of Directors Meeting Friday, October 27, 2017
Joshua W. Shaw Partner

## What's SB 1 (Beall \& Frazier)?

- Comprehensive, multi-modal funding package
- New funds to:
- Highways
- Local streets \& roads
- Goods movement projects
- Active transportation projects
- Public transportation projects \& services
- Biggest infusion of new transit funding since 1971
- Paired w/constitutional amendment; protects funds


## Summary...

10-year funding projection

| Fix-it-First Highways | $\$ 15$ billion |
| :--- | ---: |
| Bridge and Culvert Repair | $\$ 4$ billion |
| Trade Corridor Investments | $\$ 3$ billion |
| Solutions for Congested <br> Commute Corridors | $\$ 2.5$ billion |
| Parks Funding for Ag, <br> Off-Highway Vehicle \& Boating | $\$ 800$ million |
| STIP (State Share) | $\$ 275$ million |
| Freeway Service Patrol | $\$ 250$ million |
| California Public Universities <br> Transportation Research | $\$ 70$ million |
| Local or Regional Investiment |  |
| Frograms (50\%-it-First Local Roads | $\$ 15$ billion |
| Transit Capital and Operations | $\$ 7.5$ billion |
| Local Partnership Funds | $\$ 2$ billion |
| Active Transportation Program <br> Bicycle and Pedestrian <br> Investments | $\$ 1$ billion |
| STIP (Local Share) | $\$ 825$ million |
| Local Planning Grants | $\$ 250$ million |
| QA\&MMEETING | $\mathbf{\$ 5 2 . 4}$ billion |

## Where's funding coming from?

- SB 1 draws on several existing funding sources:
- Gasoline excise tax increase
- Setting floor on gas excise tax adjustments
- Diesel excise tax increase
- Diesel sales tax increase
- SB 1 introduces two new funding sources:
- Value-based fee on vehicles
- Fee on zero-emission vehicles
- SB 1 also includes loan repayments


## How's transit funding distributed?

- Diesel sales tax increase (est. $\$ 300$ million/yr.):
- 7/8 to State Transit Assistance (STA) program
- $1 / 8$ to intercity \& commuter rail operators
- Transportation Improvement Fee (est. \$1.5 billion/yr.):
- $\$ 350$ million to Public Transportation Account
- 70\% to Transit and Intercity Rail Capital Program (TIRCP)
- $30 \%$ to STA program for maintenance, rehab \& capital
- $\$ 250$ million to the Congested Corridor Program
- Projects part of a "comprehensive corridor plan," including transit projects
- \$706 million loan repayment (one-time):
- \$236 million to Transit and Intercity Rail Capital Program


## State Transit Assistance Program

|  | $2016-17$ | $2017-18$ | $2018-19$ |
| :--- | ---: | ---: | ---: |
| Total STA \$ | $\$ 266$ | $\$ 586$ | $\$ 660$ |
| \% Increase Above 2016-17 |  | $120 \%$ | $148 \%$ |

Million\$

## Transit and Intercity Rail Capital Program

|  | $2016-17$ | $2017-18$ | $2018-19$ |
| :--- | ---: | ---: | ---: |
| Total TIRCP \$ | $\$ 39$ | $\$ 480$ | $\$ 483$ |
| \% Increase Above |  | $1131 \%$ | $1 \%$ |
| Prior Year |  |  |  |

Million\$

## Is the new money protected?

- Assembly Constitutional Amendment 5 (Frazier and Newman) protects new SB 1 revenues from future borrowing/ shifting to non-transportation purposes
- Also protects existing diesel sales tax revenue (STA program)
- ACA 5 before voters June, 2018
- Required a $2 / 3$ vote to pass Legislature
- On the ballot, ACA 5 needs only a simple majority to pass


# VERBAL PRESENTATION ONLY 

FEDERAL LEGISLATIVE UPDATE

## CHRIS GIGLIO of CAPITAL EDGE

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DATE: October 27, 2017
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
$\begin{array}{ll}\text { SUBJECT: } & \text { ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL } \\ & \text { REPORT AS OF JULY 31, } 2017\end{array}$
I. RECOMMENDED ACTION

That the Board of Directors accept and file the Year to Date Monthly
Financial Report as of July 31, 2017

## II. SUMMARY OF ISSUES

- An analysis of Santa Cruz Metropolitan Transit District's (METRO) financial status is prepared monthly in order to inform the Board of Directors regarding METRO's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year.
- This staff report is the web-accessible companion document to the attached PowerPoint presentation titled "Year to Date Monthly Financial Report as of July 31, 2017".
- Staff recommends that the Board of Directors accept and file the attached report.


## III. DISCUSSION/BACKGROUND

Below are the written explanations of the various charts and graphs in the attached Year to Date Monthly Financial Report as of July 31, 2017. The fiscal year has elapsed 8\%.

## Slide 1

(Cover) Year to Date Monthly Financial Report as of July 31, 2017

## Slide 2

FY18 Operating Revenue and Expenses for the Month Ending July 31, 2017

- Operating Revenues for the month are favorable by $\$ 10 \mathrm{~K}$
- Operating Expenses
- Labor Regular - favorable by $\$ 198 \mathrm{~K}$
- Labor OT - unfavorable by $\$ 75 \mathrm{~K}$
- Fringe Benefits - favorable by $\$ 173 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 91 \mathrm{~K}$
- Total Operating Expenses - favorable by $\$ 387 \mathrm{~K}$
- Total Budget to Actual Variance - favorable by $\$ 397 \mathrm{~K}$

Slide 3
FY18 Operating Revenue and Expenses Year to Date as of July 31, 2017

- Operating Revenues Year to Date are favorable by \$10K
- Operating Expenses
- Labor Regular - favorable by $\$ 198 \mathrm{~K}$
- Labor OT - unfavorable by $\$ 75 \mathrm{~K}$
- Fringe Benefits - favorable by $\$ 173 \mathrm{~K}$
- Non-Personnel - favorable by \$91K
- Total Operating Expenses -favorable by \$387K

Total Budget to Actual Variance - favorable by $\$ 397 \mathrm{~K}$

## Slide 4

FY18 Operating Revenue by Major Funding Source - Year to Date as of July 31, 2017

- Passenger Fares- actual is $\$ 849 \mathrm{~K}$ while budget is $\$ 875 \mathrm{~K}$
- Sales Tax Revenue (including Measure D)- actual is $\$ 1,520 \mathrm{~K}$ while budget is \$1,489K
- Other Revenue- actual is $\$ 47 \mathrm{~K}$ while budget is $\$ 42 \mathrm{~K}$


## Slide 5

Favorable/ (Unfavorable) Revenue Variance to Budget Year to Date as of July 31, 2017

- Passenger Fares variance to budget is unfavorable by $\$ 26 \mathrm{~K}$ primarily due to:
- Decreased Highway 17 Ridership.
- Sales Tax Revenue variance to budget is favorable by $\$ 31 \mathrm{~K}$ due to higher than anticipated receipts.
- Other Revenue variance to budget is favorable by $\$ 5 \mathrm{~K}$ primarily due to:
- Increased Advertising and Interest Incomes.


## Slide 6

FY18 Operating Expenses by Major Expense Category Year to Date as of July 31, 2017

- Labor - Regular- actual is $\$ 1,168 \mathrm{~K}$ while budget is $\$ 1,366 \mathrm{~K}$
- Labor - OT - actual is $\$ 213 \mathrm{~K}$ while budget is $\$ 137 \mathrm{~K}$
- Fringe Benefits - actual is $\$ 1,605 \mathrm{~K}$ while budget is $\$ 1,778 \mathrm{~K}$
- Services - actual is $\$ 210 \mathrm{~K}$ while budget is $\$ 295 \mathrm{~K}$
- Mobile Materials \& Supplies - actual is $\$ 244 \mathrm{~K}$ while budget is $\$ 245 \mathrm{~K}$
- Other Expenses - actual is $\$ 179 \mathrm{~K}$ while budget is $\$ 184 \mathrm{~K}$


## Slide 7

FY18 Operating Expenses by Major Expense Category Year to Date as of July 31, 2017

- Labor - Regular variance to budget is favorable by $\$ 198 \mathrm{~K}$ due to:
- 5 vacant funded positions, of which 2 are on hold
- Extended unpaid leaves of absence
- Labor - OT variance to budget is unfavorable by $\$ 75 \mathrm{~K}$ due to vacant positions and extended leaves of absence in various departments.
- Fringe Benefits variance to budget is favorable by $\$ 173 \mathrm{~K}$ primarily due to vacant funded positions and extended unpaid leaves of absence.
- Services variance to budget is favorable \$86K due to Prof \& Tech Fees under budget.
- Mobile Materials \& Supplies variance to budget is favorable by $\$ 2 \mathrm{~K}$.
- Other Expenses variance to budget is favorable by $\$ 4 \mathrm{~K}$.


## Slide 8

FY18 Capital Budget Spending Year to Date as of July 31, 2017

- Total Capital Projects spending year to date is $\$ 228 \mathrm{~K}$; FY17 budget is $\$ 18.6 \mathrm{M}$
- Construction Related Projects account for $87.4 \%$ of the spending


## Slide 9

FY18 Capital Budget - Excludes MetroBase Project - JKS Ops Bldg. - Spending Year to Date as of July 31, 2017

- Total Capital Projects spending year to date is $\$ 29 K$; FY18 budget without JKS Ops Bldg. is $\$ 16.4 \mathrm{M}$. Spending percentages are as follows:
- Non-MetroBase Construction Related Projects are 1\%
- Revenue Vehicle Replacements and Campaigns are 69\%
- Misc Projects are $30 \%$

Slide 10
(Cover Sheet) - Metrobase Phase II Operations Building Life of Project - Budget Adopted March 24, 2017
Spending as of October 16, 2017

## Slide 11

MetroBase Phase II - Life of Project - Spending as of October 16, 2017

- Total Project Budget is $\$ 27.7 \mathrm{M}$; spending is at $\$ 29.0 \mathrm{M}$; project is $105 \%$ spent due to Mediation Settlement (the budget will be revised in October 2017).

Slide 12
(Cover Sheet) - Additional Information

## Slide 13

Additional Information for the Month of July 2017

- Unemployment Rate \% in Santa Cruz County is 5.5\%
- \$ Gasoline per Gallon for the San Francisco-Oakland-San Jose area is \$2.99
- Monthly Ridership - Without UCSC (Highway 17 and Fixed Route) has decreased slightly in July 2017.


## Slide 14

FY18 Operating Expenses Year to Date as of August 31, 2017: Preliminary

- Operating Expenses
- Labor Regular - favorable by $\$ 210 \mathrm{~K}$
- Labor OT - unfavorable by \$169K
- Fringe Benefits - favorable by $\$ 296 \mathrm{~K}$
- Non-Personnel - favorable by \$263K
- Total Operating Expenses - favorable by \$600K


## IV. FINANCIAL CONSIDERATIONSIIMPACT

Total Budget to Actual Variance for the month and year to date is favorable by \$397K .

## V. ALTERNATIVES CONSIDERED

- There are no alternatives to consider, as this is an accept and file Year to Date Monthly Financial Report.


## VI. ATTACHMENTS

Attachment A: Year to Date Monthly Financial Report as of July 31, 2017 Presentation

Prepared By: Kristina Mihaylova, Sr. Financial Analyst

## VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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Attachment A
to Date Monthly Financial Report
as of July $\mathbf{3 1 , 2 0 1 7}$
Santa Cruz METRO Board of Directors
October 27,2017
Angela Aitken, Finance Manager


FY18 Operating Revenue by Major Funding Source
$\frac{\text { Year to Date as of J uly 31, } 2017}{8 \% \text { of Fiscal Year Elapsed }}$

spuesnoyl
$\frac{\text { Favorable/(Unfavorable) Revenue Variance to Budget }}{\frac{\text { Year to Date as of July 31, } 2017}{8 \% \text { of Fiscal Year Elapsed }}}$

Favorable/(Unfavorable) Expense Variance to Budget Year to Date as of July 31, 2017 8\% of Fiscal Year Elapsed

Total Capital Projects:

FY18 Capital Budget - Excludes MetroBase Project - JKS Ops Bldg.


Attachment A

Spending as of October 16, 2017



## Additional Information


$\$ 3.20$
$\$ 3.10$
$\$ 3.00$
$\$ 2.90$
$\$ 2.80$
$\$ 2.70$
$\$ 2.60$
$\$ 2.50$
$\$ 2.40$


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Attachment A
FY18 \& FY19
Non-Controllable Budget Risks
as of October 27, 2017
FY18 \& FY19
Non-Controllable Budg

(\$1,690K)

TDA-STA: $100 \%$ of the Population Share (PUC 99313) is at risk
due to the RTC Board reprogramming these funds to other
County projects
Operating Budget: RTC Risk
nal Transportation Commission (RTC)
Population Share (PUC 99313)
TDA-STA-SGR Revenue

-
FY19
Budget
Adopted

$06 / 23 / 2017$${ }^{(\$ 1,951 \mathrm{~K})}$| (\$369K) |
| :--- |
| $\mathbf{( \$ 2 , 3 2 0 K )}$ |

и

County projects
Capital Budget:
TDA-STA-SGR (Capital): $100 \%$ of the Population Share (PUC
99313 ) is at risk due to the RTC Board reprogramming these
funds to other County projects
(\$2,320K)
(\$2,059K) TOTAL RTC Operating and Capital Budget Risk:


Attachment A

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$\stackrel{0}{4}$
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0
0

DATE: October 27, 2017
TO: $\quad$ Board of Directors
FROM: Ciro Aguirre, Chief Operations Officer

# SUBJECT: CONSIDERATION OF AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO ENTER INTO A LEASE TO PURCHASE AGREEMENT WITH EDSON FINANCIAL, MOTORCOACH BROKER REPRESENTING PAUL REVERE TRANSPORTATION FOR THREE FORTY-FOOT NEW FLYER XCELSIOR BUSES 

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to enter into a Lease to
Purchase Agreement for a seventy-two (72) month lease period for three (3)
New Flyer transit buses from Paul Revere Transportation in an amount not to exceed \$1,660,708

## II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) was apprised of three (3) 2016 New Flyer forty (40) foot buses available for sale from Paul Revere Transportation through Motorcoach Broker
- In discussions with Motorcoach Broker, it was determined that the three (3) buses were available under a Lease to Purchase option
- METRO began discussions with Edson Financial to establish a Lease to Purchase Agreement not to exceed seventy-two months, which will be amortized, with no penalty for early full payment of the lease to purchase balance, upon availability of funding
- Staff recommends that the Board of Directors authorize the CEO enter into an Lease to Purchase agreement with Edson Financial for the three (3) New Flyer buses from Motorcoach Broker representing Paul Revere Transportation.


## III. DISCUSSION/BACKGROUND

On September 19, 2017 METRO was notified by Motorcoach Brokers of three (3) New Flyer Xcelsior buses that are for sale from Paul Revere Transportation, of Chelsea, Massachusetts. The buses are 2016 forty-foot CNG buses with less than 4,000 non-revenue miles logged, at a purchase price of $\$ 475,000$ each. The buses are well apportioned, meet all ADA requirements and Buy America conditions, and have transferable extended engine and transmission warranties (see Attachments C \& D). The buses were originally purchased by Paul Revere Transportation in order to provide additional bus service for the Massachusetts

Bay Transportation Authority (MBTA). The additional services were not provided, but Paul Revere Transportation had made the purchase of these three buses, stored them, and now seeks to sell them.

In discussions with Motorcoach Brokers, it was determined that the buses could be obtained through a Lease to Purchase option, allowing METRO to make monthly payments that would be applied to the purchase price of the buses with an annual 3.04 percent rate. METRO expressed interest in exercising a 72 month Lease to Purchase option with the ability to satisfy the purchase price if funding becomes available without a pre-payment penalty.

Significant advantages in obtaining these three (3) New Flyer Xcelsior buses:

- Avoiding manufacturers' production period lead time of eighteen (18) months or longer
- Reduction in the number of aging high mileage buses in METRO's fleet
- Improved rider experience

Staff recommends that the Board authorize the CEO to enter into a Lease to Purchase Agreement for the three (3) New Flyer Xcelsior buses for a total amount not to exceed $\$ 1,560,708$ for the 72 month lease period. An additional $\$ 100,000$ is requested as contingency for additional one-time miscellaneous separate expenses for a total of $\$ 1,660,708$.

The contingency amount will be applied to additional expenses incurred by METRO such as:

- Transport of buses from Chelsea, Massachusetts to Santa Cruz, California
- Purchase and installation of six (6) Qpod mobility device restraint systems
- Purchase and installation of three position bicycle racks
- Miscellaneous nomenclature needed specific to METRO service

Due to time constraints, a draft copy of the Lease Agreement and application are attached hereto (see Attachments A \& B). The final version of the Lease Agreement will be in form approved by General Counsel, and will substantially resemble the Draft Lease Agreement.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

## New Flyer Bus Lease to Purchase Proposal

## Table of Costs:

|  | Item Description | Cost | Quantity | Total |
| ---: | :--- | ---: | ---: | ---: |
| 1. | New Flyer Bus Purchase Price | $\$ 475,000$ | 3 (buses) | $\$ 1,425,000$ |
| 2.New Flyer Bus 72 Month Lease <br> (Principal plus Interest) | $\$ 520,236$ <br> (per bus) | 3 (buses) | $\$ 1,560,708$ |  |
| 3. | Lease Monthly Payment | $\$ 7,225.50$ <br> (per bus) | 3 (buses) | $\$ 21,676$ |
| 4. | Yearly Payment | $\$ 21,676$ <br> (per month) | 12 months | $\$ 260,118$ <br> (per year) |

## Related One-time Miscellaneous Expenses

Table of Costs:

|  | Item Description | Cost | Quantity | Total |
| :---: | :---: | :---: | :---: | :---: |
| 1 | Bus Transportation (Massachusetts to California) | \$14,000 | 3 | \$42,000 |
| 2 | QStraint Securement Retrofit (2 units per bus) | $\begin{gathered} \$ 5,000 \\ \text { (each) } \end{gathered}$ | 6 | \$30,000 |
| 3 | Three Position Bicycle Rack | \$2,500 | 3 | \$7,500 |
| 4 | Other |  |  | \$20,500 |
| 5 | Total Costs |  |  |  |
| 6 | 72 Month Lease (Principal \& Interest) |  | 3 | \$1,560,708 |
| 7 | One Time Related Miscellaneous Expenses (Lines 1, 2, 3, \& 4) |  |  | \$100,000 |
| 8 | Total |  | 3 | \$1,660,708 |

Funds to support the principal portion of the payments during Year 1 of this lease will come from the 'Operating and Capital Reserve Fund.' Staff is currently researching the ability to capitalize the interest as well. Staff will continue to
pursue other qualifying capital funding sources for Years 2 through 6 of this lease. If/when significant capital funds become available, the intention is to pay off the lease in full.

## V. ALTERNATIVES CONSIDERED

- Do not authorize entering into Lease Agreement. This is not Recommended as approximately one-third of METRO's fleet consists of 1998 vintage Diesel buses with engine mileage exceeding 700 K , indications of body fatigue and no air conditioning. As the years progress, additional buses will reach useful life thresholds. Replacement of METRO's oldest bus fleet is becoming critical in order to update and maintain service levels with reliable equipment.
- Refurbish older buses to extend useful life. METRO is currently performing a refurbishment program, but the ratio of older fleet to newer fleet needs to maintain a balance. The cost of refurbishing a bus is approximately one-third that of purchasing a new bus at this time. The cost is increasing due to environmental requirements to upgrade to costlier cleaner engines and improved technology. There is also risk in not readily identifying structural fatigue that may compromise a refurbish on high mileage buses. Detailed information on why staff is not choosing current route, and why the posed item is a better option


## VI. ATTACHMENTS

Attachment A: Draft Lease Agreement
Attachment B: KFG Lease Application
Attachment C: New Flyer Specification Sheet
Attachment D: Bus Photos 1 and 2

Prepared by: Ciro Aguirre, Chief Operations Officer
VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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# Attachment A 

The attached are provided as examples only. the Lessee and its attorneys are responsible to review for compliance with law, including but not limited to compliance with all applicable open meeting laws and all other applicable state and federal laws.
Please note the following:
1.
2. The docs are samples only, and subject to change

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## Attachment A

Monday, October 02, 2017

## Sample Contact

## Sample Muni Customer 1000 Sample Customer Dr <br> Superior, Colorado 80027

Re: Key Government Finance, Inc.
Property Schedule No. xx

## Dear Contact:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please print out two (2) sets.) Execute both sets and return all of the originals to my attention. The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:

## KEY GOVERNMENI FINANCE, INC. ATTN: Bpumuni Group

1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027
Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.
Please Note: All fully executed documents must be returned no later than November 01, 2017; otherwise, the transaction is subject to re-pricing.
Executed documents required for funding are:

1. Master Tax-Exempt Lease/Purchase Agreement
2. Addendum/Amendment to Master Purchase Agreement
3. Property Schedule No. xx
4. Property Description and Payment Schedule (Exhibit 1)
5. Lessee's Counsel's Opinion (Exhibit 2)
6. Lessee's Certificate (Exhibit 3)
7. Payment of Proceeds Instructions (Exhibit 4)
8. Acceptance Certificate (Exhibit 5)
9. Bank Qualified Tax-Exempt Obligation (Exhibit 6)
10. Certificate of Insurance and Proof of Abatement Insurance - Both are required prior to funding.
11. Notification of Tax Treatment with Tax Exemption Certificate or Letter - Required for annual state tax audits.
12. Invoicing Instructions - Required in order to ensure that invoices are directed to the proper area in your organization.
13. Escrow Agreement
14. Titles for vehicles, listing "Key Government Finance, Inc." as first lienholder. (MSO or title application noting lienholder information required prior to funding.)
15. IRS Form 8038 -G or 8038 -GC

Please contact either Leasing Manager Name at Leasing Manager Number or me at (xxx) xxx-xxxx with any questions.
Sincerely,
Bpumuni Group
Account Manager
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## Attachment A <br> DOCUMENTATION CHECKLIST

- Master Tax-Exempt Lease/Purchase Agreement*
$\square$ Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement*
$\square$ Property Schedule xx *

Property Description and Payment Schedule - Exhibit 1
Lessee's Counsel's Opinion - Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
$\square$ Lessee's Certificate - Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.

Payment of Proceeds Instructions - Exhibit 4. This is the Vendor payment information.
Acceptance Certificate - Exhibit 5. The date of Acceptance will need to be filled in with the date the equipment is installed and accepted.

Bank Qualification Certificate - Exhibit 6
Request for Certificate of Insurance \& Proof of Abatement Insurance - Please fill out the form and fax it to your insurance company. (Both are required prior to funding.)

Notification of Tax Treatment - Please provide your State of Sales/Use Tax Exemption Certificate

Invoicing Instructions - The information you provide enables us to invoice you correctly.
Escrow Agreement
Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.

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Invoice for 1 }\mp@subsup{}{}{\mathrm{ st }}\mathrm{ Payment
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## IRS Form 8038-G or 8038-GC

The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding
*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.
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# Attachment A <br> Master Tax-Exempt Lease/Purchase Agreement 

California

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.
"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.
"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.
"Event of Default" is defined in Section 13.01.
"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.
"Lease Term" means, with respect to a Property Schedule, the Lease Term set forth in such Property Schedule, as provided in Section 4.02.
"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.
"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.
"Property" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.
"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.
"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.
"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.
"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.
"Rental Payments Dates" means the rental payments dates for the Rental Payments as set forth in each Property Schedule.
"State" means the State of California.
"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

## ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Master TELP-California
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Default with respect to a Property schedule, Lessor shal have the rights and remedtes specified herein with respect to the Property financed and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Rental Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules. EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS
AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT between Lessor and Lessee for the property. Documentation (e.g., orders and invoices) between or among Lessee and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Lessor.

## ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:
(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
(c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
(d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Rental Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
(g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
(h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

## ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.
4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.
4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to
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Lessee's specifications, Lessee shall immediately accept the froperty and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

## ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.
5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

## ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. The Rental Payments and other amounts payable under this Agreement for each budget year of Lessee or portion thereof during the Lease Term for each Property Schedule shall constitute the rental for such budget year or portion thereof, and shall be paid by Lessee for and in consideration of the right to the use, and the continued quiet use and enjoyment of the Property by Lessee for and during such budget year or portion thereof. Lessor and Lessee have agreed and determined that such total rental is not in excess of the total fair rental value of the Property. In making such determination, consideration has been given to the costs of the Property, the uses and purposes served by the Property, and the benefits therefrom that will accrue to the parties by reason of this Agreement and to the general public by reason of Lessee's use of the Property.
6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.
6.03 Interest Component. A portion of each Rental Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Rental Payment thereunder during the Lease Term.
6.04 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.
6.05 Budgeting for Rental Payments. Lessee hereby covenants to take such action as may be necessary to include all Rental Payments and other amounts due hereunder in its annual budget and to make the necessary annual appropriations for all such Rental Payments and other amounts, subject to Section 6.06. The covenants on the part of Lessee herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law, and it shall be the ministerial duty of each and every public official of Lessee to carry out and perform the covenants and agreements on the part of Lessee contained in this Agreement and the Property Schedules. The obligation of Lessee to make Rental Payments or other payments due hereunder does not constitute an obligation of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation. The obligation of Lessee to make Rental Payments or other payments hereunder does not constitute an indebtedness of Lessee, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitations.
6.06 Rental Abatement. Except to the extent of (a) amounts held in an escrow, trust or agency account to make Rental Payments, or (b) amounts received in respect of rental interruption insurance or liquidated damages, Rental Payments due under a Property Schedule shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by Lessee of the Property subject to such Property Schedule, or a material portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portions of the Property not damaged, destroyed or condemned. Such abatement shall continue for the period commencing with the date of such damage, destruction or condemnation and ending with the restoration of the affected Property to a condition which will permit the affected Property to be used substantially as intended. In the event of such damage, destruction or condemnation, this Agreement shall continue in full force and effect, except as set forth in Article IX or Article XI. Lessee waives the benefits of Cal. Civ. Code §§ 1932(2) and 1933(4), as they may be amended from time to time, and any and all other rights to terminate this Agreement by virtue of any such damage or destruction.
6.07 Defeasance of Rental Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and noncallable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Rental Payments on said Property Schedule is not adversely affected.
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## Attachment A

7.01 Title to the Property. Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.
7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.
7.03 Security Interest. To secure the performance of all of Lessee's obligations under this Agreement, including without limitation all Property Schedules now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.
7.04 Substitution. Lessee may substitute for all or any portion of the Property under a Property Schedule personal property of approximately equal or greater market value and with an equal or greater useful life. In the event of any such substitution, Lessee shall deliver to Lessor a certification that the personal property proposed to be substituted has approximately equal or greater market value and an equal or greater useful life as the portion of the Property being substituted for, together with an opinion of counsel acceptable to Lessor to the effect that the proposed substitution will not adversely affect the exemption of the interest components of Rental Payments under the Property Schedule from federal income taxation. Lessee shall be responsible for all costs and expenses of Lessor, including counsel fees, for any such substitution. Lessee shall cause all financing statements, fixture filings, certificates of title, affidavits, notices and similar instruments, to be made or filed in a timely manner to secure and perfect the security interest of Lessor in the substituted property.
8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maíntain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.
8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Rental Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.
8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Rental Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, (c) worker's compensation insurance covering all employees working on, in, near or about the Property, and (d) rental interruption insurance with respect to said Property Schedule in an amount equal to the principal component of Rental Payments due under said Property Schedule during the forthcoming two years; provided that Lessee may self-insure against all such risks (other than rental interruption). All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Rental Payments payable under the Property Schedule with respect to which the rental interruption occurred. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance and rental interruption insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if and to the extent that Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.
8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment
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Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of $12 \%$ per annum or the maximum amount permitted by law, whichever is less.

## ARTICLEIX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.
9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.
10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.
10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.
10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.
10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

## ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Rental Payments due thereunder plus
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payment of One (1) Dollar to Lessor. Lessee shall give written hotice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.
11.02 Option to Prepay. Lessee shall have the option to prepay the Rental Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

## ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.
12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned. Lessor may collectively assign two or more Property Schedules with the same Commencement Date to the Agent for the purpose of causing the execution and delivery of Lease Participation Certificates in the Property Schedules with the same Commencement Date. Such assignment shall occur on such Commencement Date and upon such assignment all Property Schedules so assigned shall be treated as a single financing and a single Property Schedule with respect to rights and remedies upon the occurrence of an Event of Default under this Agreement. Registered Owners rights with respect to the Property Schedules shall be determined as provided in the escrow agreement or trust agreement relating to such Lease Participation Certificates.
12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.
12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

## ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:
(a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
(c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
(d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
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## Attachment A

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.
13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:
(a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Rental Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of $12 \%$ per annum or the maximum rate permitted by applicable law, whichever is less;
(b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Lessee liable for all costs and expenses incurred by Lessor in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;
(c) Without terminating the Property Schedule, Lessor may annually bring legal proceedings against Lessee for the Rental Payments due under the Property Schedule to the end of the then current budget year, together with Lessor's costs and expenses associated with taking such action, including attorneys fees;
(d) Without terminating the Property Schedule, Lessor may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter sublease the Property for the account of Lessee, continuing to hold Lessee liable for the difference between (i) the Rental Payments due each year, and (ii) the annual net proceeds of any such sublease (after deducting all costs and expenses incurred by Lessor in the exercise of its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;
(e) By written notice to the Agent, if any, Lessor may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.
(f) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
(g) Lessor may take any action at law or in equity (except for acceleration of Rental Payments) that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.
13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.
13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of $12 \%$ per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

## ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

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14.02 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:
(a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Rental Payments.
(b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments under the Property Schedule.
(d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments under the Property Schedule.
(e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
(f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.
14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.
14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14.06 Waiver of Jury Trials. UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF LESSOR OR LESSEE IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.
14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.
14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.
14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
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IN WITNESS WHEREOF, Lessor and Lessee have causedthis Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

| Lessor: Key Government Finance, Inc. |
| :--- |
| By: |
| Name: |
| Title: |


| Lessee: Sample Muni Customer <br> By: <br> Name: <br> Title: <br>  <br> Attest By: <br> Name: <br> Title: |
| :--- |

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# Attachment A 

## Property Schedule No. xx <br> Master Tax-Exempt Lease/Purchase Agreement-California

This Property Schedule No. xx is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of October 02, 2017, between Key Government Finance, Inc. and Sample Muni Customer.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. 

Commencement Date. The Commencement Date for this Property Schedule is October 02, 2017.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.
9. Bank Qualification Certificate. Attached as Exhibit 6.
10. Effective Interest Rate. X.xx\%.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.


| Lessee: Sample Muni Customer |
| :--- |
| By: |
| Name: |
| Title: |


| Attest By: |
| :--- |
| Name: |
| Title: |

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## Attachment A

## EXHIBIT 1

## Property Description and Payment Schedule

Re: Property Schedule No. xx, dated October 02, 2017, to Master Tax-Exempt Lease/Purchase Agreement dated October 02, 2017, between Key Government Finance, Inc. and Sample Muni Customer.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 851 Sample PI, Superior, Colorado 80027
USE: Sample Equipment - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

## Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 1st day of each monthly period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: $\$ 1.00$.

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## Attachment A

## EXHIBIT A

Equipment as described in [Vendor Name and Quote Number], dated [Quote Date] (inserted below [if less than 2 pages]), referred to an incorporated herein by this reference.

$\qquad$

# [To be provided on letterhead of Lessee's counsel.] 

[Address to Lessor and Lessee]

## RE: Property Schedule No. xx, dated October 02, 2017, to Master Tax-Exempt Lease/Purchase Agreement dated October 02, 2017, between Key Government Finance, Inc. and Sample Muni Customer.

Ladies and Gentlemen:
We have acted as special counsel to Sample Muni Customer ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of October 02, 2017 (the "Master Agreement"), between Sample Muni Customer, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No xx (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of October 02, 2017 by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.
As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the account(s) opened pursuant to the Escrow Agreement.
3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.
7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
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8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.
9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

## By:

## DO NOT SIGN THIS FORM - MUST BE ON LETTERHEAD OF LESSEE'S COUNSEL

Dated: $\qquad$

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## Attachment A <br> EXHIBIT 3

Re: Property Schedule No. xx, dated October 02, 2017, to Master Tax-Exempt Lease/Purchase Agreement dated October 02, 2017, between Key Government Finance, Inc. and Sample Muni Customer.

The undersigned attestor, being the duly elected, qualified and acting $\qquad$ of the Sample Muni Customer ("Lessee") do hereby certify, as of October 02, 2017, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

| NAME OF EXECUTING OFFICIAL <br> (Official who signed the documents.) | OF EXECUTINE | SIGNATURE <br>  |
| :--- | :---: | :---: |
| And/ Or |  | OF EXECUTINGAL |

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

## Sample Muni Customer

## Attest By:

Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.
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## Attachment A

## EXHIBIT 4

## Payment of Proceeds Instructions

Key Government Finance, Inc. 1000 South McCaslin Blvd.
Superior, CO 80027
Re: Property Schedule No. xx, dated October 02, 2017, to Master Tax-Exempt Lease/Purchase Agreement dated October 02, 2017, between Key Government Finance, Inc. and Sample Muni Customer.

Ladies and Gentlemen:
The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: $\qquad$
By check $\qquad$
If by check, Payee's address:


If by wire transfer, pay to:


Name: $\qquad$

Title: $\qquad$
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# Attachment A 

## EXHIBIT 5

## Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Re: Property Schedule No. xx, dated October 02, 2017, to Master Tax-Exempt Lease/Purchase Agreement dated October 02, 2017, between Key Government Finance, Inc. and Sample Muni Customer.

Ladies and Gentlemen:
In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Key Government Finance, Inc. ("Lessor"), as follows:
(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Date:
 as Lessee

By: $\qquad$
Name:
Title:

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## Attachment A

EXHIBIT 6

## Bank Qualified Tax-Exempt Obligation

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Property Schedule No. xx, dated October 02, 2017, to Master Tax-Exempt Lease/Purchase Agreement dated October 02, 2017, between Key Government Finance, Inc. and Sample Muni Customer.

## Bank Qualified Tax-Exempt Obligation

$\square$ (Check box for Bank Qualified designation)
Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section $265(b)(3)(B)$ of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

## Non-Bank Qualified Tax-Exempt Obligation

(Check box for Non-Bank Qualified designation)
Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.
${ }^{* *}$ Note: ONE of the boxes above MUST be checked.

| Lessee: Sample Muni Customer |
| :--- |
| By: |
|  |
| Name: |
| Title: |

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# Attachment A <br> **Please fill out this form and fax it to your insurance company** <br> Request for Certificate of Insurance 

## TO:

Insurance Carrier:
(Name) $\qquad$
(Address) $\qquad$


FROM:
Customer/Lessee:
Sample Muni Customer
1000 Sample Customer Dr
Superior, Colorado 80027
Contact Name: Sample Contact
Contact Phone: (555) 123-9876
Contact Fax: Input string was not in a correct format.
Sample Muni Customer is in the process of financing Sample Equipment with Key Government Finance, Inc.
Sample Muni Customer requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:
(1) insurance against all risks of physical loss or damage to the Equipment;
(2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than $\$ 1,000,000$; and
(3) if applicable, automobile liability coverage of not less than $\$ 3,000,000$.

Key Government Finance, Inc. is to receive $\mathbf{3 0}$ days prior written notice of cancellation or material change in coverage. Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.

1. Please EMAIL or FAX this completed information to:
Key Government Finance, Inc.
Bpumuni Group, Account Manager
Phone Number: Input string was not in a correct format.
Email: Fax: Input string was not in a correct format.
2. Please MAIL a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
1000 South McCaslin Blvd.
Superior, CO 80027
$\square$
3. Please CONTACT the Account Manager:
$\checkmark$ When sending this Certificate.
$\checkmark$ If this cannot be completed today.
$\checkmark$ If you have any questions.
$\qquad$ of $\qquad$


## Attachment A

## Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.
I I agree that my lease is subject to sales/use tax.
_I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.
_I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.
I have a valid abatement or property tax exemption (documentation attached).
If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? $\qquad$

Additional comments:


| Lessee: Sample Muni Customer |
| :--- |
| By: |
| Name: |
|  |
| Title: |

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## Attachment A

## LESSEE INVOICE INSTRUCTIONS (The information you provide enables us to invoice you correctly.)

## Sample Muni Customer

## BILL TO ADDRESS:

## BILLING CONTACT:

First, M.I. and Last Name:
Title:
Phone Number:
Fax Number:

## PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

## ADDITIONAL INFORMATION NEEDED ON INVOICE:

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Key Government Finance, Inc. Financing Application for State \& Local Government custonterschment B

## Lessee

(Full Legal Name)
Federal Tax ID \#
Street Address
City, State, and Zip
Dept. Using the Equipment

| Santa Cruz Metropolitan Transit District (aka - SC METRO) |  |  |
| :---: | :---: | :---: |
| 94-2376658 |  |  |
| 110 Vernon Street |  |  |
| Santa Cruz, CA 95060 |  |  |
| Operations |  |  |
| Ciro Aguirre | Invoices to be sent to: |  |
| Chief Operations Officer | Contact |  |
| 831-4258951 | Department | Finance |
| Caguirre@scmtd.com | Street Address | 110 Vernon Street |
|  | City, State, and Zip | Santa Cruz, CA 95060 |
| Alex Clifford | Phone and Fax No. |  |
| Chief Executive Officer | e-mail address |  |
| 831-426-6080 | Special Instructions |  |
| Aclifford@scmtd.com |  |  |

1. Equipment Description:

Three (3) 2016 New Flyer Xcelsior forty-foot Low Floor Compressed Natural Gas, ADA accessibleTransit Buses
2. What is the purpose of the proposed equipment acquisition?

Replace aging 1998 vintage equipment and place these newer buses into Public Transit revenue service.
3. Why is the equipment essential?

METRO of aquire the three New Flyer Xcelsiors and place them into local revenue service to allow the decommissioning of three 1998 diesel
4. Have you issued or do you intend to issue more than $\$ 10$ million in tax exempt debt during the current calendar year? Yes / No

| 5. Is the equipment replacement, upgrade, or additional to the department? |  | Replacement |
| :---: | :---: | :---: |
| 6. If replacement or upgrade, what is the age of the existing equipment? |  | Nineteen Years |
| 7. If you're upgrading existing equipment, is the existing equipment paid off? |  | Yes |
| Source of funds for proposed payments: General Fund: Yes Other (provide detail) | Fund Balance: | Date of most recent Audited Financial Statement: |
|  | \$ |  |
|  | As of | Fiscal Year End: |
|  |  |  |

8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period? YES
9. Will any loan or grant monies be directly used to make the payments? NO

If so provide detail:
10. Have you ever defaulted or non-appropriated on a lease or bond obligation? NO

General Liability Insurance Coverage limits in the amount of $\$ 1$ Million is required. If applicable, automobile liability coverage of $\$ 3$ million required.

| Self Insured? Yes / No | General Liability Coverage Limits: $\$$ | Is the lessee a member of a managed risk pool? <br> please provide the name and coverage amounts below. |  |  |
| :--- | :--- | :--- | :--- | :--- |
| If the lessee has additional commercial insurance coverage please provide coverage limits. |  |  |  |  |
| Submitted by <br> (Name): |  | Title: |  |  |
| Signature: |  | Date: |  |  |

Please mail the $\mathbf{2}$ most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027
Please note that we do require the copies of your audited annual financial statements in order to process your request.

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| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 219-010d | ALLISON NON-HYB TRANS RETARDER | (A),Allison non-hybrid transmission retarder - 3 stages from brake pressure switches (25\%, 66\% and 100\% retarder at 1, 4 and 7 PSI ). |
| 219-010f | ALLISON TRANS FLUID LEVEL DISPLAY | (B),Allison transmission fluid level display - display provided. |
| 219-010g | ALLISON TRANS AUTOSHIFT TO NEUTRAL | (B),Allison auto-shift to neutral - not required. 2? |
| 219-010h | ALLISON <br> TRANSMISSION <br> PROGNOSTICS | (B),Allison transmission prognostics - the ECU program has Prognostics set to ON but DISABLED. The customer can ENABLE as desired. Prognostics: Oil Life Monitor, Filter Life Monitor, Transmission Health Monitor. Must use Transynd fluid. |
| 219-010m | FUEL ECONOMY FEATURES | (S),Fuel economy feature - transmission is programmed to reduced engine load at stop. |
| 219-010ma | FUEL ECONOMY FEATURES | (S),Fuel economy feature - transmission is programmed to vehicle acceleration control. |
| 219-010mb | FUEL ECONOMY FEATURES | (S),Fuel economy feature - transmission is programmed to load based shift scheduling. |
| 219-010md | RELS DEACTIVATION | (B),Reduced engine load at stop deactivation - brake release. |
| 219-010pa | FLUID,ALLISON TRANS | (B), Transmission fluid - Transynd synthetic. |
| 219-025 | AIR CLEANER | (B),Air cleaner - Donaldson. Reusable housing with disposable cartridge/filter. |
| 219-025a | AIR RESTRICTION INDICATOR | (B),Air restriction indicator (air filter minder gauge) - mounted to a bracket on the curbside of the engine gauge/switchbox. |
| 219-035 | EXHAUST SYSTEM | (S),SST Exhaust system - Cummins diesel particulate filter (DPF). |
| 219-035a | EXHAUST TAIL PIPE ORIENTATION | (B),Exhaust tail pipe orientation - curved pipe set to 45 degrees to streetside. |
| 219-035b | EXHAUST BLANKETS FOR CUMMINS DIESEL OR CNG | (B),Cummins Diesel / CNG exhaust blankets - provided for the exhaust tubes. |
| 219-045 | ENGINE SWITCH BOX | (B), Engine switch box - basic configuration with run control, start and engine compartment light switches. Located at curbside of center rear in engine compartment. |
| 219-045b | ENGINE SPEED CONTROL AT SW BOX | (A),Engine speed control at engine switch box - Morse throttle (controls engine RPM). ? ? |
| 219-050 | $\begin{aligned} & \text { ENGINE COMPT } \\ & \text { GAUGES,BASIC } \end{aligned}$ | (S), Engine compartment gauges - CAN communicator programmable to multiple functions. Located at engine switchbox. |
| 219-090 | P-CLIPS,ENGINE COMPT \& HVAC | (B), Engine compartment and HVAC system p-clips - UMPCO 775 SST with high temperature boxed silicon cushion provided to secure air and fluid lines to structure. |
| 219-175 | BELT GUARD | (B),Belt guard - the engine pulley guard is provided with hinges. |
| 219-175a | BELT GUARD LATCHING | (B), Belt guard latching - rubber hood latch. |
| 219-195 | OIL SAMPLING | (A), Oil sampling - required for engine and transmission, using probalizer fittings. |
| $219-810$ | $\begin{aligned} & \text { DEF(DIESEL EXH FLUID) } \\ & \text { TANK } \\ & \hline \end{aligned}$ | (B),DEF (diesel exhaust fluid) tank - manual fill is set in the lower curbside fusebox access door with NFIL fill cap. |
| $231-005$ | RADIATOR,CAC,HYDR FLUID COOLER | (A), Radiator - EMP cooling system with full diagnostic capabilities (Individual fan speed control). Small radiator with 8 fans, XPL1D. |
| 231-010a | ENGINE COMPARTMENT \& HVAC HOSES | (S),Engine compartment and HVAC hoses - a combination NFIL (Manuli) Equator 1, Equator 2, Nozone and GH100 hose for fluid and air system hoses. |
| 231-020 | SURGE TANK | (B),Surge tank - 5 gallon cylindrical SST tank. |
| 231-020a | LOW COOLANT INDICATION / SENSORS | (S),Low coolant indication / sensors - an early warning sensor at the surge tank signals the instrument panel Low Coolant telltale. A lower sensor signals engine shutdown and the Check Engine and Low Coolant telltales. |
| 231-020b | SURGE TANK PRESSURE TEST PORT | (B),Surge tank pressure test port - provided. |
| 231-020d | SURGE TANK PRESSURE RELIEF VALVE | (B),Surge tank pressure relief valve - Radiator cap (LEV-R VENT), built into surge tank cap. |
| 231-020e | SURGE TANK SIGHT GLASS | (S),Surge tank sight glass - graduated sight glass (glass material). |
| 231-040 | COOLANT TUBES | (S), Coolant tubes - SST. |
| 231-070 | HYDRAULIC/POWER STEERING SYSTEM FLUID | (A),Hydraulic / power steering system fluid - synthetic. |
| 231-075 | COOLANT FLUID/ANTIFREEZE | (B),Coolant fluid / antifreeze - 50/50 pre-mixed distilled water with ethylene glycol with anti-corrosion additive and bittering agent. Pink fluid. |
| 231-085 | TRANSMISSION/HYBRID DRIVE OIL COOLER | (S),Transmission oil cooler - B400 Rocore without sump |
| 231-085a | TRANSMISSION/HYBRID OIL COOLER HOSES | (S),Transmission / hybrid drive oil cooler hoses - NFIL (Manuli) Equator 1. |


| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 231-120 | COOLANT RECOVERY TANK | (S),Coolant Recovery tank - required. |
| 234-005 | WATER FILTER | (B),Water filter - for Cummins, single release filter, pre-charged, with $1 / 4$ turn ball shut-off valves. |
| $f{ }^{241-005}$ | DIESEL FUEL TANK MATERIAL | (B),Diesel fuel tank material - cross-linked polyethylene. |
| $\times^{241-005 a}$ | DIESEL TANK CAPACITY AND FILL TYPE | (B),Diesel fuel tank capacity and fill type - 100 useable US gallons. Pressure filled. |
| $\pm 241-005 \mathrm{~b}$ | DIESEL FILLER CAP | (B),Diesel fuel fill cap - posi-snap flip type. |
| 241-005c | DIESEL FUEL SENDER | (S),Diesel fuel sender - required. |
| $4^{241-005 d}$ | DIESEL FUEL LEVEL INDICATION | (B),Diesel fuel level indication - not required. |
| $\sqrt{241-010}$ | DIESEL FUEL HOSES,ENGINE COMPT | (S),Diesel fuel hoses in engine compartment - GH100. |
| $\underbrace{241-010 a}$ | DIESEL FUEL LINES,TANK TO BULKHEAD | (S), Diesel fuel lines from fuel tank to bulkhead - orange, fuel grade nylon tubing. |
| 246-001 | $\begin{aligned} & \text { AIR COMPRESSOR } \\ & \text { DISCHARGE LINE } \end{aligned}$ | (S),Air compressor discharge line - Teflon 2807 SST braided hose. |
| 246-005 | AIR TANKS | (A),Air tanks - three dual compartment ceiling mounted tanks combining wet tank and rear brake tanks, accessories tank and kneeling tank, front brake tank and emergency park brake release tank. |
| 246-005a | EMERGENCY AIR BRAKE RELEASE AIR TANK | (A),Emergency air brake release air tank - required. |
| 246-005b | AIR TANK DRAIN VALVES | (B),Air tank drain valves - manual. |
| 246-015 | KNEELING | (S),Kneeling - full front kneeling with rapid recovery. |
| 246-015b | LEVELING VALVES | (S),Leveling valves - Barksdale. |
| 246-020 | DOOR INTERLOCK | (B),Door interlock - applied to entrance and exit doors. Foot on brake to release interlock, applied via multiplex system programming. |
| 246-040 | DRIVER'S PARK BRAKE <br> ALARM | (B),Driver's park brake alarm - if the Master Run switch is in the OFF or PARK positions, the kneeling alarm is triggered to alert the driver that the park brake is not set. |
| 246-040a | PARK BRAKE PRESSURE SETTING | (S),Park brake pressure setting - park brake light is activated at 60 psi . |
| 246-060 | AIR DRYER | (B),Air dryer - Bendix AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge). |
| 246-060a | AIR DRYER LOCATION | (S),Air dryer location - behind the rear streetside wheelhouse, on the bulkhead. |
| 246-060d | AIR DRYER VOLTAGE | (B),Air dryer voltage - 12 volt. |
| 246-065 | PARK BRAKE ACTUATION | (B),Park brake actuation - Pull To Apply. |
| 246-065a | PARK/EMERG BRAKE LOCATION | (S),Park and emergency brake release control location - on side console. |
| 246-105a | REAR AIR CHARGE FITTING LOCATION | (S),Rear air charge fitting location - routed to curbside of engine. |
| 246-105b | REAR AIR CHARGE CONNECTOR TYPE | (B),Rear air charge connector type - male 1/4" NPT fitting. |
| 246-105f | MUFFLER <br> TANK,REMOTE DRAIN | (B),Muffler tank remote drain valve - required. ? ? |
| 246-120 | FRONT TOW CONNECTOR | (B),Front tow connector fitting - $1 / 4^{\prime \prime}$ male NPT fitting with tag. |
| 246-120a | FRONT AIR CONNECTOR ARRANGEMENT | (B),Front air connector arrangement - located below the bumper, streetside. |
| 246-125 | FRONT AIR CHARGE CONNECTOR | (B),Front air charge connector - 1/4" male NPT fitting with tag. |
| 246-130 | FLEXIBLE AIR LINES | (S),Flexible air lines - Synflex colour coded. Green: rear service brakes and supplies. Red: front service brakes. Brown: parking brake. Black: accessories and brake hose. Yellow: compressor and governor. Blue: suspension. |
| 246-225 | ABS | (S),ABS braking system - Wabco. |
| 246-230 | TRACTION CONTROL | (B),Automatic traction control - Wabco system, to reduce drive wheel overspin. |
| 260-005a | TWO BATTERIES,TYPE / MFR | (B),Batteries - two East Penn 8D maintainable batteries. 1400 CCA. Drop posts: $1 / 2^{\prime \prime}$ positive, 3/8" negative. |
| 260-005d | BATTERY CABLES | (S),Battery cables - red heat shrink on 24 volt positive cable end and light blue heat shrink on 12 volt positive cable end |


| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 260-010 | BATTERY TRAY | (B),Battery tray - extended slide out battery acid resistant polyethylene enclosure with SST sub frame, SST bearings and rubber isolation mounts. Located aft of the curbside rear wheelhouse. Note: battery access door opens to the side. |
| 260-025 | POSITIVE BATTERY DISCONNECT SW | (B),Positive battery disconnect switch - required with quick access through flip-open door. |
| 260-030 | BATTERY VOLTAGE EQUALIZER | (B),Battery voltage equalizer - Vanner 80 amp . |
| 260-035 | JUMP START MANUFACTURER | (A), Jump start - Goodall. $\checkmark$ |
| 260-035a | JUMP START LOCATION | (A),Jump start location - near the battery disconnect switch at the fysebox. Accessible via the flip-open door. |
| 260-820 | ROOF FAIRING / SKIRTS ENCLOSURE | (B),Roof fairing / skirt enclosure - fairing with partial skirt for XD's. |
| 269-002 | P.A. AMPLIFIER MFR / TYPE | (A),P.A. amplifier manufacturer / type - Speakeasy II hands-free system. A one piece module includes the amplifier and microphone. |
| 269-002a | SPEAKEASY II MODULE LOCATION | (B),Speakeasy II module location - attached to the streetside A-pillar. |
| 269-002d | AUXILIARY JACK location | (A),Auxiliary jack locations - on forward facing side of the SDS box. |
| 269-005 | INTERIOR SPEAKER MFR | (B),Interior speaker manufacturer - TCB. |
| 269-005b | PRIMARY INTERIOR SPEAKERS, QTY FOR $40^{\circ}$ | (B),Primary interior speakers, quantity - six: four to light panels, two above rear bench. |
| 269-010 | $\begin{aligned} & \text { EXTERIOR } \\ & \text { SPEAKERS,LOCATION } \end{aligned}$ | (B),Exterior speaker, location - at basic location above entrance. Includes baffled cover. |
| 269-010a | EXTERIOR SPEAKER MFR | (B),Exterior speaker manufacturer - Shekonic. |
| 273-005 | HEADLIGHTS | (S),Headlights - NFIL Xcelsior LED low beam and halogen high beam headlights. |
| 273-005a | DAY RUN HEADLIGHTS | (B),Day run headlights - required. |
| 273-005b | FRONT TURN SIGNALS | (S),Front turn signals - NFIL amber LED. Integrated with headlight assembly. |
| 273-010 | $\begin{aligned} & \text { TAIL LIGHTS QTY PER } \\ & \text { SIDE } \end{aligned}$ | (B), Tail lights quantity per side - four. Lro?? ye\} |
| 273-010ab | FOUR TAIL LIGHT ARRANGEMENT | (B),Four tail light arrangement (top to bottom) - amber, red, red, white. |
| 273-010b | TAIL LIGHTS MFR | (B),Red / amber tail light manufacturer - 4" Dialight LED. |
| 273-010d | WHITE BACK-UP LIGHT MFR | (S),White back-up light manufacturer - 4" Dialight LED. |
| 273-010e | STOP LIGHTS ON WITH RTRDR/REGEN BRAKE | (B),Stop light activation by transmission retarder / regenerative braking - required. |
| 273-010f | STOP LIGHTS ON WITH PARK BRAKE OR INTERLOCK | (S),Stop light activation - when park brake or interlock are engaged. |
| 273-015 | CENTER STOP / <br> DECELERATION LIGHTS | (B),Center stop lights (red) - one Dialight 18" $\times 1^{\prime \prime}$ LED above the engine door. |
| 273-020 | SIDE TURN <br> SIGNALS,TYPE / QTY <br> PER SIDE | (B),Side turn signals, type and quantity per side -2 amber Dialight LED with guards. Lamps are at fore of all wheelhouses except curbside front which is aft. For non-60' coaches. |
| 273-025 | KNEELING/RAMP LIGHT AT ENTRANCE | (S),Kneeling / ramp deployment warning light at entrance - $2.5^{\prime \prime}$ Dialight LED. |
| 273-035 | MARKER / CLEARANCE LIGHTS | (S),Marker and clearance lights - Dialight LED all around. |
| 273-040 | REFLECTORS | (S),Reflectors - self-adhesive decals installed at NFIL basic positions. |
| 273-045 | REAR LICENCE PLATE LIGHT | (B),Rear licence plate light - LED. |
| 273-050a | TIMED SHUT-OFF,ENTR AREA LIGHTS | (B),Timed shut-off of entrance area lights (interior and/or exterior) - the program is set to shut the lights off when the door closes. |
| 273-055a | TIMED SHUT-OFF,EXIT AREA LIGHTS | (S),Timed shut-off of exit area lights (interior and/or exterior) - the program is set to shut the lights off five seconds after the door closes. |
| 277-005 | INTERIOR PASSENGER LIGHTING | (B),Interior passenger lighting - TCB LED, 24 VDC. |
| 277-005f | INTERIOR LED LIGHT FUNCTIONALITY | (B),Interior LED light functionality-first bank of light on each side turn on when entrance door is opened and off when door is closed. |
| 277-010a | TINTED LED PASSENGER LIGHT COVERS | (B),Tinted LED passenger light covers - white for all lights. |


| Attachment <br> C <br> Revision: DRA |  |  |  | Revision: DRAF |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Option\# | Description | Value Description (blank means unset) |  |  |  |
| 277-015 | FAREBOX LIGHT | (B), Farebox light - one swivel light with a replaceable LED bulb. |  |  |  |
| 277-020 | DRIVER'S LIGHT | (B),Driver's light - one sealed 2.5" white high output LED light. |  |  |  |
| 277-030 | ENGINE COMPARTMENT LIGHTS | (B), Engine compartment lights - four 1.38" LED lights. |  |  |  |
| 277-035 | REAR DECK STEP LIGHT | (S),Rear deck step light - LED. |  |  |  |
| 277-040 | INTERIOR DOOR HEADER LIGHTS | (B),Interior door header lights - one LED strip light (approx $18^{\prime \prime}$ long) provided above exit (if applicable) and entrance doors. With anti-glare shield. |  |  |  |
| 277-055 | EXIT AND ENTR MECH BOX SERVICE LIGHTS | (A), Exit (if applicable) and entrance mechanism box lights - round LED with switch, at basic locations. |  |  |  |
| 277-070a | REAR PLC AND FUSEBOX SERVICE LIGHTS | (S),Rear PLC compartment and fusebox lights - provided, LED. |  |  |  |
| 280-001 | PASSENGER SIGNAL CHIMES, FOR NON-60' | (B),Passenger signal chimes - one basic electronic chime above driver. Chime has single tone which sounds once for regular activation, twice for wheelchair positions. |  |  |  |
| 280-002 | PASSENGER SIGNAL PULLCORDS | (B),Passenger pullcords - yellow cords are required. |  |  |  |
| 280-002a | PASSENGER PULLCORD HARDWARE | (B),Passenger pullcord hardware - Phillips. |  |  |  |
| 280-003 | $\begin{aligned} & \text { HORIZONTAL } \\ & \text { PASSENGER SIGNAL } \\ & \text { PULLCORDS } \end{aligned}$ | (B),Horizontal passenger signal pullcords - set at NFIL designated basic height. |  |  |  |
| 280-005 | LWR DECK VERT PULLCORDS, FOR 40' | (B),Lower deck vertical passenger pullcords - four: at the first and second street and curbside pillars forward of the face of the upper deck. |  |  |  |
| 280-005e | SECUREMENT OF VERTICAL PULLCORDS | (B),Securement of vertical pullcords to horizontals - looped or clamped to the horizontal depending on the location. |  |  |  |
| 280-010 | FRONT STOP REQUEST SIGN TYPE/POSITION | (B),Front stop request sign type / position - Smartrend LED installed overhead between the front wheelhouses. |  |  |  |
| 280-010a | FRONT STOP REQUEST SIGN TEXT | (B),Front stop request sign text - Stop Requested. |  |  |  |
| 280-010b | $\begin{aligned} & \text { FRONT STOP REQUEST } \\ & \text { SIGN LETTERING } \\ & \hline \end{aligned}$ | (B),Front stop request sign lettering - upper case. |  |  |  |
| 280-012 | STOP REQUEST SIGN COLOURS | (B),Stop request sign colours - white letters on a red background. |  |  |  |
| 280-015 | $\begin{aligned} & \text { PASS SIGNAL AT } \\ & \text { WHEELCHAIR } \\ & \text { POSITIONS } \\ & \hline \end{aligned}$ | (A), Passenger signals at wheelchair positions - touch pads. |  |  |  |
| 280-025 | PUSH BUTTON SIGNAL AT EXIT | (B),Push button signal at exit - mounted facing aisle on stanchion fore of exit. |  |  |  |
| 284-001 | ELECTRONIC CONTROL SYSTEM | (S),Electronic control system - Vansco. |  |  |  |
| 284-001a | SYSTEM VOLTAGE | (S), System voltage - 24 VDC primary, 12 VDC secondary. |  |  |  |
| 284-001b | SWITCHES | (S),Switches - water resistant. |  |  |  |
| 284-001d | SPARE INPUT/OUTPUT PORTS | (S), Spare I/O (Input/Output) ports for multiplex system modules - minimum 10\% input and 10\% output. |  |  |  |
| 284-005g | HAZARD WARNING LIGHTS | (S),Hazard warning lights - front, side and rear lights flash for hazard warning. |  |  |  |
| 286-001 | INSTRUMENT PANEL | (S),Instrument panel - acrylic material with luminescent lighting, with Vansco Instrument Panel Cluster module. |  |  |  |
| 286-001a | SHIFT SELECTOR LOCATION | (S), Shift selector - located on instrument panel. |  |  |  |
| 286-001b | EXTERIOR LAMP TEST | (S), Exterior lamp test - simultaneously depress both turn signals. |  |  |  |
| 286-010a | SPEEDOMETER | (S),Speedometer - part of Vansco instrument panel cluster. Set to display miles. With odometer (the display can be toggled to show Trip1, Trip 2, engine hours). |  |  |  |
| 286-010b | AUDIBLE SOUND,TURN SIGNALS/HAZARDS | (B),Turn signal and hazard warning audible sound - using click sound for turn signal and for hazard warning. |  |  |  |
| 286-055 | DOOR MASTER SWITCH LOCATION | (B),Door master switch location - in sawtooth panel above driver. |  |  |  |
| 286-055a | RETARDER SWITCH LOCATION | (B),Retarder switch location - in sawtooth panel above driver. |  |  |  |
| 286-065 | SILENT ALARM | (A),Silent alarm - required. |  |  |  |
| 286-070 | DIAGNOSTICS PLUG LOCATIONS | (B),Diagnostic plug locations - under the front dash (left side of the steering column), at forward face of the SDS barrier (above driver) and at the engine switch box. |  |  |  |
| 286-070a | ACCESSORY POWER PLUG | (A),Accessory power plug - at forward face of the SDS barrier (above driver). |  |  |  |


| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 289-001 | SECUREMENT OF HARNESSES | (S),Securement of harnesses - hellerman tyton clamps, with Panduit releasable cable ties. |
| 296-001 | WIRING DECAL,REAR PLC AND FUSEBOX | (S),Wiring decal, rear PLC and fusebox - provided, laminated. |
| 296-001a | WIRING DECAL,SIDE CONSOLE | (B),Wiring decal, side console - laminated, shipped loose. |
| 304-001a | EXTERIOR PAINT TYPE | (S),Exterior paint type - Axalta Imron Elite high solids polyurethane. |
| 304-001d | PAINTED JACK PADS | (A),Painted jack pads - Safety Yellow. |
| 304-010 | CORROSION PROTECTION | (B),Corrosion protection - grit blasted frame, moisture cure zinc-rich primer (applied for 12 year warranty protection), anti-chip undercoating, corrosion preventive coating sprayed inside frame tubes up to roof line. |
| 304-015 | EXTERIOR LOGOS,NFIL | (B),Exterior logos, NFIL - required. |
| 304-020 | NFIL SAFETY AND MAINTENANCE DECALS | (A),New Flyer safety and maintenance related decal package - safety decals in English /Spanish, maintenance decals in English. |
| 304-020b | INTERIOR PASSENGER RELATED DECALS,LANGUAGE | (A),Interior passenger related decals, language - English / Spanish. |
| 304-020d | INTERIOR FLEET NUMBER DECALS | (B),Interior fleet number decals - required. |
| 304-025 | $\begin{aligned} & \text { KNEELING / RAMP } \\ & \text { DECALS } \end{aligned}$ | (S),Kneeling / ramp decals - NFIL basic ramp \& kneeling decal (red on white) and an arrow decal (red and black) provided near the kneeling / ramp deployment lights. |
| 304-030 | AIR TANK DECALS | (B),Air tank decals - NFIL basic. |
| 304-035 | EXT FLEET NUMBERS,NON-ROOF | (B), Exterior fleet numbers, non-roof - required (reflective or non-reflective as per spec). |
| 306-005 | FIRE EXTINGUISHERS | (B),Fire extinguisher - 5 lb ABC class. With gauge, hose and mounting bracket. UL compliant for US customers. |
| 306-005a | FIRE EXTINGUISHER LOCATION | (B),Fire extinguisher location - mounted on the forward face of the driver's barrier immediately above luggage rack. |
| 306-010 | SAFETY TRIANGLES | (B),Safety triangles - triangle reflector. |
| 306-010a | SAFETY TRIANGLE LOCATION | (B),Safety triangle location - behind the driver. |
| 350-002a | FIXED PEDAL BRAKE/THROTTLE ANGLE | (B),Brake / Throttle pedal angle - both set at 45 degrees from pedal to floor. |
| 350-005 | BRAKE VALVES | (B),Brake valve - E6. |
| 350-015 | TURN SIGNAL SWITCHES | (B),Turn signal switches - basic switches, floor mounted. |
| 350-015a | DIMMER SWITCH | (B),Dimmer switch - basic foot switch. |
| 350-015b | P.A. SYSTEM SWITCH | (A),P.A. system switch - Speakeasy system foot switch. |
| 350-015d | HAZARD WARNING LIGHT SW LOCATION | (A),Hazard warning light switch location - on side console with additional foot switech. |
| 350-030 | STEERING COLUMN | (B),Steering column - Douglas Autotech with tilt and telescopic features. |
| 350-030a | STEERING WHEEL | (B),Steering wheel - 2 spoke, 18" diameter hard padded (molded urethane). |
| 350-035 | DUAL HORN | (S),Dual horn - provided with splash shield. |
| 400-001a | JACKING / LIFTING PADS | (B), Jacking / lifting pads - 4" diameter pads at front and rear chassis. |
| 420-005 | DEFROSTER ACCESS DOOR | (B),Defroster access door - top hinged with two gas struts, quarter turn 5/16" square key quad latches. |
| 420-010 | EXTERIOR SIDE PANELS | (S), Exterior lower side panels - fiberglass. |
| 420-035a | CURB \& STREET <br> ENG,S/CONS <br> DOORS, STRUTS | (B),Struts for curb and street side engine compartment, battery compartment and side console access doors supported by gas struts. |
| 420-035d | CURB SIDE ENGINE COMPT DOOR | (B),Curb side engine compartment door - includes battery disconnect switch access door (using a gas strut) and a DEF manual fill access door set in lower part of the door. |
| 420-035e | BATTERY COMPARTMENT DOOR | (B),Battery compartment door - solid door located aft of the curb side rear wheel, separate from the engine compartment. |
| 420-035f | STREET SIDE ENGINE COMPT DOOR | (B),Streetside engine (radiator) access door - with wavy screen. |
| 420-040 | DIESEL FUEL FILL DOOR | (B),Diesel fuel fill door - basic hinged door located forward of the curbside rear wheelhouse. |
| 420-040a | SURGE TANK DOOR | (B),Surge tank door - basic hinged door. |

Attachment C

| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 420-045 | SIDE CONSOLE DOOR LATCHES | (S),Side console door latches - quarter turn chrome plated $5 / 16^{\prime \prime}$ square key quad latches. |
| 420-050 | ENGINE DOOR | (B),Engine door - solid door with built-in handle. |
| 420-050a | ENGINE DOOR STRUTS | (B), Engine door struts - two, the streetside strut has a locking mechanism. |
| 420-050b | ENGINE DOOR LATCHES | (B), Engine door latches - quarter turn chrome plated 5/16" square key quad latches. |
| $420-050$ e | REAR LICENSE PLATE RETENTION | (B),Rear license plate retention - centered with bottom retainer and two upper inserts. |
| $420-060$ | RAIN GUTTER | (S),Rain gutter - . 44 " cross section bonded. |
| $420-065$ | ROOF HATCHES/ VENTS | (B),Roof hatches / vents - one basic hatch at the rear $24^{\prime \prime} \times 24^{\prime \prime}$. |
| 420-065a | ROOF HATCH INSTRUCTION LANGUAGE | (B),Roof hatch instruction language - English. |
| $420-070$ | WIPERS | (B),Wipers - wet arm Sprague 24 volt electric. Intermittent. |
| $420-075$ | WINDSHIELD WASHER bottle | (B),Washer bottle - 5 US gallon with electric powered pump. |
| $420-075 a$ | WINDSHIELD WASHER FILL LOCATION | (S),Windshield washer fill location - accessed via a flip-out door built into the exterior side console access door. |
| $420-080$ | LOWER DRIVER'S VENT | (B),Lower driver's vent - provided. |
| 420-120 | FENDERS | (B),Fenders - molded polyurethane. |
| 420-125 | EXTERIOR UPPER REAR | (B),Exterior upper rear - fiberglass panel with no door and no window. |
| 420-130 | LOWER IMPACT PANELS | (A),Lower impact panels - removable non-painted light grey lexan (GY7D185) impact resistant panels. |
| 420-135 | FRONT LICENSE PLATE LOCATION | (B),Front license plate location - on center of defroster door. |
| 420-135a | FRONT LICENSE PLATE RETENTION | (B),Front license plate retention - four inserts. |
| $421-010$ | INSULATION,SIDEWALL AND ROOF | (S),Insulation, sidewall and roof - polyisocyanurate foam. meets Docket 90 spec. |
| 421-020 | INSULATION,EXHAUST CAVITY | (S),Exhaust cavity insulation - Heat-resistant fiberglass mat. |
| 421-030 | ENGINE COMPARTMENT INSULATION | (S), Engine compartment insulation - noise reduction acoustical foam, retained by perforated aluminum panels. |
| 422-002 | INTERIOR HARDWARE | (C),INTERIOR HARDWARE - Tamper-Proof Required |
| 422-005 | CEILING PNLS AFT OF FRT W/HS INCL RR PLC | (B),Ceiling panels aft of the front wheelhouses (including rear PLC) - Antique white plastic, SST trim. |
| 422-005a | CEILING / HVAC COVER PANELS ABOVE FRT W/HS | (B),Ceiling / HVAC cover panels above front wheelhouses - Antique White fiberglass. |
| 422-006 | ENTRANCE / DRIVER'S AREA PANELS COLOUR | (B),Entrance/driver's area panels colour - black. Includes dash, dest sign c/out, ent. mech. box, driver's o/head panels. and if used, ent. floor heat duct, frt. RH harness cover is black powder coated alum. |
| 422-006b | DRIVER'S CEILING PANEL MATERIAL | (B),Driver's ceiling panel material - melamine. |
| 422-009 | INTERIOR PIER PANEL MATERIAL | (B),Interior pier panel material - thermoplastic. |
| 422-010 | PIER PANEL COLOUR | (B),Pier panel colour - Antique white, thermoplastic. |
| 422-015b | INTERIOR SIDEWALL MELAMINE | (B),Interior sidewall melamine colour - Charcoal Grey Gloss. |
| 422-025 | INTERIOR ENGINE COMPT ACCESS PANEL | (S), Interior engine compartment access panel - there is a single hinged panel under the rear seat. |
| 422-035 | INTERIOR UPPER REAR PANEL | (B),Interior upper rear panel - bulkhead panel covered with carpet / fabric material. Does not have large central access door. |
| 422-035a | CARPET / FABRIC,UPR REAR INT PANEL | (B), Upper rear interior carpeted / fabric panel - Charcoal Grey carpet with $1 / 2^{\prime \prime}$ plywood backing. |
| 422-035e | C/S,S/S RR BULKHEAD ACCESS PANELS | (B),Curb and street side rear bulkhead access panels - carpeted DB plywood. |
| 422-050a | HRNS/AIR LINE COVERS AT UPPER DECK | (B),Harness / air line covers at upper deck - painted flat black. |
| 422-060 | FRT DEST SIGN DOOR LATCHES | (B),Front destination sign door latches - short wing quad latches. |

Attachment C

| Qption\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 422-061 | DRIVER'S OVERHEAD PANEL | (S),Driver's overhead panel - with locker. |
| 422-061a | $\begin{aligned} & \text { DRIVER'S LOCKER } \\ & \text { LATCH } \end{aligned}$ | (B),Driver's locker latch - short wing quad latch. |
| 422-065 | DRIVER'S COAT HOOK AND STRAP | (B),Driver's coat hook and strap - located on the forward face of the harness cover behind the driver. |
| 422-070 | SECURE DIAGNOSTIC <br> STATION | (B),Secure diagnostic station - above street side front wheelhouse. Incorporates driver's barrier. With four Take One pockets. Quantity of trays as per customer and / or as per electronic equipment within compartment. |
| 422-070a | SDS ENCLOSURE COLOUR | (B),SDS enclosure colour - Flat Black with Cashmere Black melamine panel. |
| 422-070b | SDS ENCLOSURE DOOR LATCHES | (B),SDS enclosure door latches - $5 / 16^{\prime \prime}$ square key quad latch. |
| 422-085 | FRONT SUNVISOR / ROLLERBLINDS | (B),Front rollerblind - black blind. Scissor type with 20" travel. |
| 422-085a | SIDE SUNVISOR/ROLLERBLIN D | (B),Side rollerblind - black blind. Scissor type with 20" travel. |
| 422-090 | SQUARE KEY T-HANDLE | (B),Square key t-handle - located at lower left of driver. |
| 422-105 | ENTRANCE MECHANISM BOX DOOR LATCH | (S),Entrance mechanism box door latches - two short wing quad latches. |
| 422-160 | GRAB HANDLE NEAR FRONT ROOF HATCH | (B),Grab handle near front roof hatch - not required. |
| 450-010 | FLOORING | (B),Flooring - lower deck uses pressure treated NT ACQ plywood. Upper deck uses composite for step and floor to the rear wheelhouses and NT DB ACQ plywood to the rear. |
| 450-013 | DRIVESHAFT / <br> TRANSMISSION ACCESS PANELS | (B),Driveshaft / transmission access panels - one panel only set in the floor to access the driveshaft. |
| 450-025a | ALTRO FLOOR COVERING | (A),Altro floor covering - Black TFM 27892 ( $2.7 \mathrm{~mm} / 0.11^{\prime \prime}$ thick) for aisle and underseats. ? ? |
| 450-025e | STEP TO UPPER DECK | (B),Step to upper deck - yellow anti-slip coating is applied to the edges and vertical faces of the step. |
| 450-025f | STANDEE LINE | (B),Standee line - yellow. |
| 450-025g | ENTRANCE NOSING | (B),Entrance nosing - nosing is $2^{\prime \prime}$ wide yellow anti-skid applied to the ramp. |
| 450-025h | EXIT NOSING | (B),Exit nosing -2.5" yellow nosing for Altro / Tarabus flooring. |
| 450-025j | REAR SEAT RISER COVERING MATERIAL | (B),Rear seat riser covering material - same material and colour as used for the flooring. |
| 450-030 | DRIVER'S PLATFORM FLOORING | (A),Driver's platform flooring - Altro. |
| 450-030a | DRIVER'S PLATFORM TRIM | (B),Driver's platform trim - SST. |
| 450-045 | OUTER WHEELHOUSES | (B), Outer wheelhouses - SST front and rear. |
| 450-055 | INTERIOR FRONT W/HOUSE (LUGG RACK) COLOURS | (B),Interior front wheelhouse (luggage rack) colours - Matte black, painted stipple. An LED aisle light is provided on the streetside. Also, SST scuff guards are provided. |
| 460-005 | WINDSHIELDS | (B),Windshield - 72\% light transmittance green laminated. With blue shade band for street and curb sides.. |
| 460-005a | WINDSHIELD PROTECTIVE FILM | (B),Windshield protective film - required for coach delivery beyond a 500 mile radius of Final Assembly. |
| 460-010 | PASS / DRVR'S WINDOWS MANUFACTURER | (B),Passenger and driver's windows, manufacturer - Arow Global (Stormtite) non-flush mounted. . |
| 460-010b | NON-FLUSH <br> PASSENGER WINDOWS | (C),Non-flush passenger windows - bottom slider, top is fixed. |
| 460-010e | NON-FLUSH WINDOW GLAZING | (C),Non-flush window glazing - grey, $28 \%$ light transmittance, laminated. |
| 460-010g | $\begin{aligned} & \text { NON-FLUSH WINDOW } \\ & \text { LOCKS } \end{aligned}$ | (C),Non-flush window lockes - Allen key set-screw on slider |
| 460-010h | WINDOW FRAME COLOUR | (B),Window frame colour - all window frames are black anodized. |
| 460-010j | WINDOW EMERGENCY EGRESS | (S),Emergency egress windows - minimum quantity based on FMVSS requirements or the customer spec, whichever is the greater of the two. |
| 460-010k | SIDE DESTINATION SIGN WINDOWS | (B),Destination sign window - curb side. Fixed clear top and fixed bottom. Bottom matches passenger window glazing. (review 470 for side sign details). |
| 460-010s | PASS WINDOW <br> THICKNESS | (B),Passenger window thickness -6 mm . |

Attachment C

| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 460-011a | DRIVER'S WINDOW,NON FLUSH | -(B),Driver's window, non-flush mounted - with fore and aft sliding sashes. The forward sash has exterior and interior handles. Non-egress. |
| 460-011b | AFT SASH,NON-FLUSH DRIVER'S WINDOW | (B),Aft sash, non-flush driver's window - with interior handle and latch. |
| 460-011d | DRIVER'S WINDOW GLAZING | (B),Driver's window glazing - laminated with minimum 70\% light transmittance. |
| 460-011e | DRIVER'S WINDOW SHADE BAND | (B),Driver's window shade band - not required. |
| 470-001 | DESTINATION SIGNS MFR | (A),Destination sign mfr 2 Twin Vision Smart Series, LED display system. |
| 470-001a | DEST SIGN CONTROL UNIT LOCATION | (B),Destination sign control unit location - under driver's overhead panel. |
| 470-005a | TWIN VISION FRT.DEST.SIGNS | (B),Twin Vision front destination sign - LED amber, $16 \times 160$. |
| 470-010 | FRONT DESTINATION SIGN GLASS | (B),Front destination sign glass - laminated. |
| 470-025 | CURB SIDE DESTINATION SIGN LOCATION | (A),Curbside destination sign location - at the second window, aft of the entrance door. |
| 470-025b | TWIN VISION CURBSIDE DEST.SIGNS | (A), Twin Vision curbside destination sign - LED, amber, $14 \times 108$ (42.25" wide display). |
| 470-030 | FRONT ROUTE SIGN | (A),Front route sign - Transign 4 digit, illuminated LED backlit, white on black. |
| 470-035 | REAR ROUTE SIGN,LOCATION | (B),Rear route sign location - at the upper curb side. For non-CNG coaches. |
| 470-035b | TWIN VISION REAR ROUTE SIGNS | (A), Twin Vision rear route sign - LED, amber $16 \times 48$. |
| 470-075 | NEW FLYER CONNECTDIAGNOSTIC \& MONITORING SYSTEM | (B),New Flyer Connect-Diagnostic \& Monitoring - NFIL interface wiring provisions. |
| 480-005 | STREET SIDE MIRROR MANUFACTURER | (B),Street side mirror manufacturer - Hadley. |
| 480-005a | HADLEY STREET SIDE MIRROR | (B),Hadley street side mirror - $8^{\prime \prime} \times 15^{\prime \prime}, 2 / 1$ (upper portion is flat, smaller lower portion is convex). |
| 480-005b | STREET SIDE MIRROR POWER OPTIONS | (B),Street side mirror power options - manual adjustment, not heated. |
| 480-005f | STREET SIDE MIRROR ARM | (B),Street side mirror arm - basic, pull-back. Mirror arm is manually returned to its previously set position after deflection. |
| 480-005g | STREET SIDE MIRROR MOUNT | (B),Street side mirror mount - low mount. |
| 480-006 | CURB SIDE MIRROR <br> MANUFACTURER | (B),Curb side mirror manufacturer - Hadley. |
| 480-006a | HADLEY CURB SIDE MIRROR | (B),Hadley curb side mirror - $8^{\prime \prime} \times 15^{\prime \prime}, 2 / 1$ (upper portion is flat, smaller lower portion is convex). |
| 480-006b | CURB SIDE MIRROR POWER OPTIONS | (B),Curb side mirror power options - dual remote control, not heated. (The upper and lower portions are remote controlled.) |
| 480-006e | CURB SIDE MIRROR ARM | (B), Curb side mirror arm - basic, pull-back. Mirror arm is manually returned to its previously set position after deflection. Mirror can be folded forward or backward for bus wash. |
| 480-010 | INTERIOR MIRRORS,MANUFACTUR ER | (B),Interior mirrors, manufacturer - Lucerix. |
| 480-010a | DRIVER'S REAR VIEW MIRROR | (B),Driver's rear view mirror - 8" $\times 15^{\prime \prime}$, black, convex. |
| 480-010b | SPOT MIRROR | (B), Spot mirror - $6^{\prime \prime}$ diameter flat mirror, located at curb side front. |
| 480-010d | EXIT DOOR MIRROR | (B),Exit door mirror - convex, 12" diameter. |
| 490-001 | ENT DOOR DRIVE SYS | (B),Entrance door drive system - Pneumatic |
| 490-005 | ENTRANCE DOOR | (B),Entrance door - Vapor slide glide. |
| 490-005a | ENTR DOOR LIMIT SWITCH SET-UP | (B), Entrance door limit switch - micro-switch (mechanical). |
| 490-005d | ENTRANCE DOOR MAGNETIC DUMP VALVE | (B),Entrance door magnetic dump valve - required, located at baseplate. |
| 490-005f | ENTR/EXIT <br> FRANG.COVER,LANGUA GE | (B),Entrance / exit door frangible cover instructions (for emergency release), language - English. |
| 490-006 | ENTRANCE DOOR HANDLES | (B),Entrance door handles - yellow powder coated. |

Attachment C

| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| $490-015$ | ENTRANCE DOOR CONTROLLER | (B),Entrance door controller - basic with 5 position settings. |
| 490-015a | DOOR CONTROLLER HANDLE | (B),Entrance door control handle - non-removable. |
| 490-030 | $\begin{aligned} & \text { ENTRANCE DOOR } \\ & \text { GLAZING } \\ & \hline \end{aligned}$ | (S),Entrance door glass - full length single piece, 72\% green. |
| 491-001 | EXIT DOOR DRIVE SYS | (B),Exit door drive system - Pneumatic |
| 491-005 | EXIT DOOR | (B),Exit door - medium Ameriviegw Vapor Slide Glide, 34.8" between panels. ${ }^{\text {a }}$ |
| 491-005a | SLIDE GLIDE EXIT LIMIT SWITCH | (B),Exit door limit switch - micro-switch (mechanical). |
| 491-005b | EXIT DOOR CONTROL | (B),Exit door control - driver controlled at side console. |
| 491-005d | $\begin{aligned} & \text { EXIT DOOR SENSITIVE } \\ & \text { EDGE } \end{aligned}$ | (B),Exit door sensitive edge - sensor on the vertical edge provided with all exit doors. |
| 491-005g | EXIT FRANGIBLE COVER SECUREMENT | (B),Exit frangible cover securement - magnetic latch. |
| 491-005j | $\begin{aligned} & \text { EXIT BASEPLATE / ELEC } \\ & \text { PNL ACCESS } \end{aligned}$ | (B),Exit baseplate access- at each exit door, Tcb set-up, through removable ad frame. |
| 491-006 | $\begin{aligned} & \text { EXIT DOOR ASSIST } \\ & \text { HANDLES } \\ & \hline \end{aligned}$ | (B),Exit door assists - yellow powdercoated. |
| 491-020 | $\begin{aligned} & \text { EXIT DOOR GREEN } \\ & \text { LIGHT } \end{aligned}$ | (B),Exit door green light - LED green light indicates that the exit door is set to open. |
| 491-035 | EXIT DOOR GLASS SIZE | (B), Exit door glass size - full length. |
| 491-035a | EXIT DOOR GLAZING | (B), Exit door glazing - 6 mm . |
| 526-001 | $\begin{aligned} & \text { 40' PASSENGER SEAT } \\ & \text { QUANTITY } \end{aligned}$ | (B),40' passenger seat quantity - 40 . |
| 526-005 | PASSENGER SEAT MANUFACTURER | ${ }^{\text {(B),Passenger seat manufacturer - American Seating. USSC }}$ |
| 526-005b | $\begin{aligned} & \text { AMERICAN SEATING } \\ & \text { SEATS ISS } \end{aligned}$ | (B),American Seating passenger seats - Insight seat, engineered composite resin shell with Onsert seating surface. Details as per customer spec. |
| 526-005ba | AMERICAN SEATING D90 SPEC USSC | (B),American Seating passenger seats D90 spec - not required. |
| 526-005d | REAR BENCH SEAT | (S),Rear bench seat - 1-3-1 hinged seat. |
| 526-005e | PASSENGER SEAT MOUNTING | (B),Passenger seat mounting - cantilever. |
| 526-005t | $\begin{aligned} & \text { SEAT MOUNTED } \\ & \text { GRABRAIL } \\ & \hline \end{aligned}$ | (B),Seat mounted grabrails - composite resin. |
| 526-005h | FIRST SEAT,CURBSIDE UPPER REAR | (B),First seat at curbside upper rear - forward facing. |
| 526-005i | PASSENGER SEATING BARRIER | (B),Passenger seating barrier - pedestal mounted barrier. |
| 526-005j | SEAT <br> POSITION,FORWARD OF REAR EXIT | (B),Seat position, forward of rear exit - forward facing. |
| 526-006 | DRIVER'S SEAT MANUFACTURER | ${ }^{\text {(B), Driver's seat manufacturer - Reearo. USSC }}$ |
| 526-006b | $\begin{aligned} & \text { RECARO DRIVER'S } \\ & \text { SEAT MODEL } \\ & \hline \end{aligned}$ | (B), Recaro driver's seat - Ergo AM80. The fore / aft seat travel is $9.25^{\prime \prime}$. USSC |
| 526-006f | DRIVER'S SEAT | (B), Driver's seat material - all vinyl. |
| 526-006g | DRIVER'S SEAT BELT | (A), Driver's seat belt - lap belt with retractor on left hand side. |
| 526-006j | DRIVER'S SEAT,DOCKET 90 SPEC | (B),Driver's seat D90 spec - Not required. ? . . |
| 526-006k | DRIVER'S SEAT BASE RISER | (B),Driver's seat base (riser) - black powdercoated steel. |
| 526-006s | DRVR'S SEAT HEADREST | (B),Driver's seat headrest - required. |
| 526-007 | $\begin{aligned} & \text { WHEELCHAIR } \\ & \text { POSITIONS,QUANTITY } \\ & \hline \end{aligned}$ | (B),Wheelchair positions - two. At basic locations, one aft of the curbside and one aft of the streetside front wheelhouses. |
| 526-007a | $\begin{aligned} & \text { W/CHAIR } \\ & \text { POSITIONS,RESTRAINT } \end{aligned}$ SYSTEM | (B),Wheelchair restraint system - restraint system for forward facing wheelchair position(s). Manufacturer, position, material color / type and details as per customer spec. |
| 526-007e | SHOULDER HARNESS,W/CHR RESTRAINTS | (B),Shoulder harness for wheelchair restraints - secured to structure (pier panel),one on curbside and one on streetside. |


| Option\# | Description | Value Description (blank means unset) |
| :---: | :---: | :---: |
| 526-010 | STANCHION / GRABRAIL STYLE | (B),Stanchion / grabrail style - curved style vertical stanchions. Using cast SST fittings for vertical and horizontal stanchions. |
| 526-010a | OVERHEAD HORIZONTAL GRABRAILS | (B), Overhead horizontal grabrails - SST. |
| 526-010b | VERT STANCH AT EXITS \& RR RISER STEP | (B),Vertical stanchions at exits and rear riser steps - yellow SST. |
| 526-010d | VERT FORE OF S/S FRT W/HOUSE | (B),Vertical stanchion fore of streetside front wheelhouse - black SST. |
| 526-010da | VERT AFT OF S/S FRT W/HOUSE | (B), Vertical stanchion aft of streetside front wheelhouse - to match colour of vertical seat stanchions (see option 526-010f). |
| 526-010e | VERT FORE OF C/S FRT W/HOUSE | (B),Vertical stanchion fore of curbside front wheelhouse - yellow SST. |
| 526-010ea | VERT AFT OF C/S FRT W/HOUSE | (B),Vertical stanchion aft of curbside front wheelhouse - to match colour of vertical seat stanchions (see option 526-010f). |
| 526-010f | VERTICAL STANCHIONS AT SEATS | (B),Vertical stanchions at seats - SST. |
| 526-010k | FRONT CURBSIDE LUGGAGE RACK | (B), Front curbside luggage rack - horizontal SST tube wraps around aft, aisle and fore sides. |
| $526-010 \mathrm{~m}$ | FAREBOX GRABRAIL | (A),Farebox grabrail - wrap-around, yellow SST. |
| 526-015 | CURBSIDE MODESTY PANEL,FORE UPR DECK | (B),Curbside modesty panel, fore of upper deck - .375" thick melamine. |
| 526-015a | FORE OF UPR DECK MELAMINE MODESTY PNLS | (B),Fore of upper deck melamine modesty panels - charcoal gloss. |
| 526-015b | C/SIDE FORE UPR DECK MOD PNL, GAP | (S),Gap at bottom of curbside fore of upper deck modesty panels - approximately $2^{\prime \prime}$ diagonally. |
| 526-035 | FORE OF EXIT(S),BARRIERS / GRABRAILS | (B),Fore of exit(s), barriers and grabrails - upper panel, $0.5^{\prime \prime}$ clear polycarbonate, basic width. $\qquad$ |
| 526-055 | EMERGENCY INSTRUCTIONS | (A), Emergency instruction - English / Sparkish. |
| 549-001a | NON-60' HVAC SYSTEM | (B),HVAC system manufacturer and type - Thermo King RLF rooftop A/C unit for XD. Safe-T-Walk is provided for rooftop units. |
| 549-002a | HVAC UNIT MOTOR TYPE | (S),HVAC motor type - brushless motor for primary heating \& cooling system. |
| 549-002b | REFRIGERANT | (B),Refrigerant - R-134a freon |
| 549-002d | HVAC AIR INTAKE | (B),HVAC air intake - recirculated air only. |
| 549-002e | HVAC RETURN AIR FILTER | (B),HVAC return air filter - polyester filter for RLF unit. |
| 549-002g | HVAC SYSTEM VALVES | (B),HVAC system valves - brass ball valves with basic handles. |
| 549-002h | A/C AND HEATER LINE CLAMPS | (B),A/C and heater line clamps - Ideal. |
| 549-003 | A/C COMPRESSOR | (A),A/C compressor - Thermo King S391 screw type compressor. |
| 549-004 | HVAC ELECTRONICS | (B),HVAC electronics - Thermo King Intelligaire 3, valid for A/C or heater units. With limited diagnostic capabilities. |
| 549-004a | HVAC CONTROL PANELS | (B),HVAC control panel - Thermo King, installed at the HVAC unit. it |
| 549-004d | A/C PRESSURE READINGS | (B),A/C pressure readings - A/C system pressure readings can be obtained via the Thermo King Intelligaire 3 control unit. |
| 549-020 | BOOSTER PUMP | (B), Booster pump - Rotron. ? |
| 549-025 | DEFROSTER | (B),Defroster - 3 speed brushless motor, electrically controlled damper. |
| 549-100 | AUXILIARY HEATER | (B),Auxiliary heater - Spheros Thermo 230.80,000 BTU/HR. $\sqrt{ }$ |
| 549-100a | AUXILIARY HEATER FUEL LINES | (S), Auxiliary heater fuel lines - GH100. |
| 549-100b | AUXILIARY HEATER AIR INTAKE | (S),Auxiliary heater air intake - in engine compartment, with diffuser. |
| 549-100d | AUX HTR BYPASS FOR ENGINE | (S),Auxiliary heater by-pass for engine - required to route auxiliary heated coolant to engine when interior of coach is warm. |
| 580-005 | WHEELCHAIR RAMP | (B),Wheelchair ramp - NFIL ramp at front door. $32^{\prime \prime}$ wide, with 1:7 slope. |
| 580-005a | FRONT RAMP CONTROL | (S),Front ramp control - ramp switch at driver's instrument panel. |


| Option\# | Description | Value Description (blank means unset) |
| :--- | :--- | :--- |
| $580-005 \mathrm{~d}$ | WHEELCHAIR <br> RAMP, SURFACE | (B), Wheelchair ramp surfaces - covered with Full Metal Jacket anti-skid treatment. The leading edge is <br> yellow FMJ, the side flanges are painted yellow. |
| $600-025$ | BACK-UP ALARM | (B),Backup alarm - basic alarm located on curbside. |
| $600-027$ | GROUND STRAP | (A),Ground straps - single strap located at front of coach. |
| $600-050$ | INTERIOR <br> FAN(S),MANUFACTURER | (A),Interior fan(s), manufacturer - Bergstrom, 12 volt. |
| $600-050 \mathrm{a}$ | DASH FANS,QTY AND <br> LOCATION | (A),Dash fan(s), quantity and location - one at right of center. |

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Attachment D


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## Attachment D



## New Flyer Xcelsior Buses

PROJECTED AT 10/27/17 METRO BOARD MEETING 1



PROコ=CTEB AT10/27/7 METRÓ BOARD MEETING








# VERBAL PRESENTATION ONLY <br> CABRILLO BUS PASS PROGRAM 

## Highlights

- November 7-9: Student Ballot Measure on Continuation of Student Bus Pass Program for the 2018-19 School Year and Beyond
- Pre-Election Activities October 23 - November 9:
- Distribution of Educational Material on the Bus Pass program to Students (Handout Provided)
- Educational Election Information Provided on METRO Buses and Through Service Alerts
- October 25: METRO to Provide Educational Information at Aptos Campus Student Forum
- November 6: METRO to Provide Educational Information at Watsonville Campus Student Forum
- Potential Cabrillo College Funding Shortfall for 2017-18 School Year Contract Due to Enrollment Decline


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# VERBAL PRESENTATION ONLY 

## CEO ORAL UPDATE

21.1

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# - ADDITIONAL MATERIALS DISTRIBUTED 

## AT BOARD MEETING -

## NEWS CLIPS

September 22, 2017 - October 27, 2017

# SANTA CRUZ COUNTY ARTICLES 

## Santa Cruz Sentinel

# Nonprofit To Move To Santa Cruz Delaware Project, Making Way For Housing Downtown 

By Jondi Gumz, Santa Cruz Sentinel

10/14/17


Pamela Davis, founder of Nonprofits Insurance Alliance in downtown Santa Cruz, is building a 26,000 -square-foot new home for the enterprise at Redtree's Delaware Project on the Westside. (Dan Coyro -- Santa Cruz Sentinel)


Pamela Davis, founder and CEO of Nonprofits Insurance Alliance in downtown Santa Cruz, is moving her enterprise from downtown to the Westside so as not to stand in the way of downtown redevelopment.
(Dan Coyro - Santa Cruz Sentinel)

SANTA CRUZ >> The owner of a downtown property key to a revitalization proposal for housing has signed an agreement to buy a lot on Santa Cruz's Westside and build there.

Pamela Davis, founder, president and CEO of the Nonprofits Insurance Alliance of California, issued a joint announcement with Redtree Partners LP about the nonprofit's plan to build an eco-friendly 26,000 -square-foot headquarters as part of Redtree's Delaware Project.

Development on the 20 -acre site at 2120 Delaware Ave. near Swift Street was approved by the city in 2008. But after Rainbow Light built its headquarters and security company FileOpen bought and finished two building shells at the site, little more was done due to the Great Recession, until now.

Davis said she is in negotiation to sell the alliance's building at 333 Front St. next to the Metro bus station to the city to accommodate the downtown revitalization project.

For the past two years, Metro has been discussing how to make the best use of its property at 920 Pacific Ave. while Santa Cruz developer Owen Lawlor has been discussing putting up a multistory apartment building on nearby properties.

The Nonprofits Insurance Alliance of California and its affiliate insures 17,000 nonprofits - including Grey Bears and Encompass - in 32 states and the District of Columbia and has grown to 100 employees, half in Santa Cruz. The alliance bought 333 Front St. in the year 2000 and installed solar power.
"We didn't intend to move," Davis said Friday after spending the day working with the architect on conceptual drawings. "But we didn't want to stand in the way of plans for downtown."

There were "not a lot of places to build new and build exactly what we want," she said, adding, "This will definitely give us room to grow."

Because construction will take time, she expects to sell the building downtown, then lease it back until the new headquarters is ready.

In July, the alliance sold an adjacent parking lot at 440 Front St. to SC Riverfront LLC, a group headed by Lawlor for $\$ 1.3$ million.

In August, Devcon bought 820 Pacific Ave., formerly Tampico Kitchen and next to the bus station for $\$ 2.1$ million.

The two development proposals hinge on changing downtown development guidelines to allow taller buildings on seven properties: up to 75 feet tall, about seven stories, from Cathcart to Laurel streets and up to 85 feet, about eight stories, between Pacific Avenue and Front Street.

On Thursday night, the Planning Commission unanimously approved the new guidelines, which would allow more housing and provide more access to the San Lorenzo River.

Lawlor said he anticipates the City Council will vote Nov. 14 on the guidelines.
He voiced support for the city purchase of the alliance's building.
"We're prepared to move forward," he said.
He declined to talk in detail about his proposal until the council vote other than to say it would bring a "significant" amount of housing to lower Pacific Avenue.

Activity resumed on the Delaware Avenue site when Durden Construction began grading in September.

Redtree said this phase includes about seven acres and will provide six building pads along with streets, sidewalks, utilities and a connection to Swift Street for buyers like the nonprofit alliance. Construction is due for completion in the spring and the remaining lots are for sale.

The Nonprofits Insurance Alliance of California building is being designed by San Francisco architectural firm EHDD, with Devcon expected to be the general contractor. The building is to include a community room with space for 75 people and catered food.

Construction is planned to begin in the summer of 2018 with completion in 2019.

## Santa Cruz Sentinel

# Jimmy Dutra: METRO Maintains Viable Transit Options 

By Jimmy Dutra<br>Posted: 10/14/17

Three years ago Santa Cruz METRO was in dire financial straits, with insolvency being a real threat within a couple of years.

As a result of the Great Recession, METRO received $\$ 26$ million less in sales tax revenue than forecasted from 2008-2014. This required METRO to spend almost $\$ 22$ million in reserves and other non-recurring revenues to maintain its level of bus service. Due to this economic downturn, METRO was unable to maintain and upgrade its bus fleet. Of its fleet of 100 buses, almost 60 need to be replaced now.

Despite these enormous challenges, and contrary to inaccurate assertions in a recent Grand Jury report suggesting that METRO was not doing a good job, METRO is back on its feet financially. It has been a hard three years at METRO with financial belt tightening, a 19 percent service reduction in September 2016, and difficulties meeting service needs during the 2016-17 harsh winter.

However, with community support including voters' passage of Measure D, UCSC, and Cabrillo College students' funding of student bus pass program, we are on a path to long-term financial viability, as long as outside factors remain fairly constant.

This summer METRO adopted a new balanced two-year budget and a five-year plan, which will not draw on limited remaining reserves. In addition, the agency saved over $\$ 1$ million in last year's $\$ 50$ million operating budget, which we can now re-allocate to rebuild financial reserves to appropriate levels, as well as begin to improve the bus fleet, which is threatening to become the limiting factor in METRO's ability to provide bus service the community needs and wants.

For the immediate future, two primary new funding sources have saved METRO and the community from further service reductions:

- Passage of Measure D: County transportation sales tax measure which is anticipated to provide an additional $\$ 3$ million annually; and,
- Adoption of State Bill No. 1: State dollars projected to provide an additional \$2 million annually.

Together these new funding sources have allowed METRO to maintain its current level of bus service, helped avoid employee layoffs, and put more money toward buying new clean energy buses.

The costs of running any agency continue to increase, which puts METRO at risk of financial difficulties. Currently, there are no opportunities for significant increases to bus service levels. In the near-term, METRO looks to provide additional capacity incrementally in the most needed corridors and expand daily hours of service where possible to increase the rider's ability to access jobs and other trips which don't fit into traditional morning and afternoon commute periods.

The loss of a community bus service which provides over 5 million trips annually would have a major impact to the economy and the environment. Every weekday, approximately 17,000 trips are made between homes and jobs, schools, medical, shopping - primarily by people with limited transportation options. Almost 80 percent of METRO riders do not have access to private transportation and they use METRO at least 5 days a week. Over 750,000 of METRO's annual boardings are by senior and disabled riders along with another 85,000 who use METRO's ondemand, accessible-van service ParaCruz.

METRO continues to need and welcome the support and partnership of other agencies in the county, as well as the support of the community. Together we can ensure a future where METRO provides a viable bus service alternative option to that of the private automobile for those who need the bus service, as well as want it.

Jimmy Dutra is chair of the Santa Cruz Metropolitan Transit District Board of
Directors.

# REGISTER-PAJARONIAN 

FRIDAY, OCTOBER13, 2017
By: Jimmy Dutra, Santa Cruz METRO Board Chair

## Jimmy Dutra: METRO's Dramatic Recovery Maintains Viable Public Transit Options For County Residents

Three years ago, in 2014, Santa Cruz METRO, your county public transit system, was in dire financial straits, with insolvency being a real threat within a couple of years.

As a result of the Great Recession, METRO received $\$ 26$ million less in sales tax revenue than forecasted from 2008-2014. This required METRO to spend almost $\$ 22$ million in reserves and other non-recurring revenues to maintain its level of bus service. Due to this economic downturn, METRO was unable to maintain and upgrade its bus fleet. Of its 100 buses, almost 60 need to be replaced now.
Despite these enormous challenges, and contrary to inaccurate assertions in a recent Grand Jury report suggesting that METRO was not doing a good job, METRO is back on its feet financially. It has been a hard three years at METRO with financial belt tightening, a 19 percent service reduction in September 2016, and difficulties meeting service needs during the 2016-17 harsh winter.

However, with community support including voters' passage of Measure D, UCSC, and Cabrillo College students' funding of a student bus pass program, we are on a path to long-term financial viability, as long as outside factors remain fairly constant.

This summer METRO adopted a new balanced two-year budget and five-year plan, which will not draw on limited remaining reserves. We have recently completed a Comprehensive Operations Analysis which helps us target new service and with the passage of Measure D, we have added new service to our system. In addition, METRO saved over $\$ 1$ million in last year's $\$ 50$ million operating budget, which we can now re-allocate to rebuild financial reserves to appropriate levels, as well as begin to improve the bus fleet, which is threatening to become the limiting factor in METRO's ability to provide service the community needs and wants.
For the immediate future, two primary new funding sources have saved METRO and the community from further service reductions:

- Passage of Measure D: County transportation sales tax measure which is anticipated to provide an additional $\$ 3$ million annually; and,
- Adoption of State Bill \#1: State dollars projected to provide an additional \$2 million annually

Together these new funding sources have allowed METRO to maintain its current bus service level, helped avoid employee layoffs, and put more money towards buying new clean energy buses.

METRO is on a road to recovery due to strong support from the community. As we make changes in the future, we will build on the input we have received and zealously follow the directions of the priorities laid out by the voters. In the nearterm, METRO looks to provide additional capacity incrementally in the most needed corridors and expand daily service hours where possible to increase our riders' ability to access jobs and other trips which don't fit into traditional morning and afternoon commute periods.

The loss of a community bus service which provides over 5 million trips annually would have a major impact to the economy and environment. Every weekday, approximately 17,000 trips are made between homes, jobs, schools, medical, shopping - primarily by people with limited transportation options. Almost 80 percent of METRO riders do not have access to private transportation; they use METRO at least five days a week. Over 750,000 of METRO's annual boardings are by senior and disabled riders along with another 85,000 who use METRO's ondemand, accessible-van service ParaCruz.

METRO continues to need and welcome the support and partnership of other agencies in the county, as well as community support. Together we can ensure a future where METRO provides a viable bus service alternative option to that of the private automobile for those who need the bus service, as well as want it.

Jimmy Dutra is the chair of the Santa Cruz Metropolitan Transit District Board of Directors. His opinions are his own and not necessarily those of the RegisterPajaronian.

## Good Times-10.11.17 1 ssue

## Letters to the Editor

## METRO's Recovery

Re: "Fare Question" (GT, 9/6): Three years ago, Santa Cruz METRO was in dire financial straits, with insolvency being a real threat within a couple of years.

As a result of the Great Recession, METRO received $\$ 26$ million less in sales tax revenue than forecasted from 2008-2014. This required METRO to spend almost $\$ 22$ million in reserves and other non-recurring revenues to maintain its level of bus service. Due to this economic downturn, METRO was unable to maintain and upgrade its bus fleet. Of its fleet of 100 buses, almost 60 need to be replaced now.

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The costs of running any agency continue to increase, which puts METRO at risk of financial difficulties. Currently, there are no opportunities for significant increases to bus service levels. In the near-term, METRO looks to provide additional capacity incrementally in the most needed corridors and expand daily hours of service where possible to increase the rider's ability to access jobs and other trips which don't fit into traditional morning and afternoon commute periods.

The loss of a community bus service which provides over five million trips annually would have a major impact to the economy and the environment. Every weekday, approximately 17,000 trips are made between homes and jobs, schools, medical, shopping - primarily by people with limited transportation options. Almost 80 percent of METRO riders do not have access to private transportation and they use METRO at least five days a week. Over 750,000 of METRO's annual boardings are by senior and disabled riders along with another 85,000 who use METRO's on-demand, accessible-van service ParaCruz.

METRO continues to need and welcome the support and partnership of other agencies in the county, as well as the support of the community. Together we can ensure a future where METRO provides a viable bus service alternative option to that of the private automobile for those who need the bus service, as well as want it.

Jimmy Dutra | Chair, Board of Directors | Santa Cruz Metropolitan Transit District

## Santa Cruz Sentinel

# Augmented Reality Viewer In Santa Cruz Shows Transportation Projects 

By Delphine Burns, Posted: 10/11/17, 5:27 PM PDT

SANTA CRUZ >> An augmented reality viewer has been installed at the intersection of Soquel Drive and Chanticleer Avenue, offering residents a glimpse of what proposed transportation projects might look like.

It resembles the type of coin-fed binoculars installed at scenic view points, but is completely different. When looking through the viewer, one initially sees the intersection as it is now. Then, a voice asks a few brief survey questions as the landscape slowly transforms into what the intersection could look like with installation of various transportation projects.

The viewer, known as an "OWL" and manufactured by San Francisco tech company Owlized, was installed by the Santa Cruz County Regional Transportation Commission on Oct. 4.
"You look through it and you see visualizations that fade in and out of potential future conditions," Transportation Planner Anais Schenk said. "It's done using virtual reality technology so it feels like you're there. It is photorealistic and sort of like video game technology. You can move it around and see all the conditions around you changing while you are looking through the lens. There's a really short survey asking big picture questions to engage people in thinking about what sustainable transportation means within the context of Santa Cruz County."

Some proposed projects viewable in the OWL include a planned bicycle and pedestrian crossing over Highway 1 at Chanticleer Avenue, a new signal, pedestrian and bicycle facility improvements and a bus rapid transit line with transit priority at signals.

This OWL viewer is the first in an upcoming series and will be available for residents to use until Nov. 15. The first phase of this project includes the Soquel Drive site and another site at Natural Bridges in Santa Cruz to be launched Oct. 18. In spring, an OWL will be launched in Watsonville and possibly in another mid-
county location. A "pocket" view option will also be available that can be accessed using electronic devices such as a mobile phone app.

Schenk said the OWL viewer allows residents to visualize what new transit hubs would look like in the context of Santa Cruz County.
"I think when we talk about these concepts like transit hubs or walkable communities we often only see those kinds of concepts in highly urbanized ares," Schenk said. "There's a lot of fear that Santa Cruz County will be developed in a way that's inappropriate. What this does is shows context-appropriate transit hubs. We're not going to be San Francisco or Oakland or whatever, so what do transit hubs actually look like scaled down to Santa Cruz?"

Sutter Health Security Guard Jeffery Anadon peered through the OWL at Soquel Drive and Chanticleer Avenue on Wednesday.

Anadon said he drives to the nearby Sutter Health office everyday, but thinks the addition of a faster bus route is especially important. The OWL viewer sits between two hospital buildings and much of the foot traffic in the area consists of doctors and patients of Sutter Health, but Anadon said there is also a large homeless population in the area.
"There are people who need help," Anadon said. "We need more transportation for the homeless. I see a lot of people stranded out here."

The funding for this project came from a sustainability grant the Regional Transportation Commission acquired from Caltrans. According to Schenk, the total grant was $\$ 259,000$ and was divided between consultations to help with outreach, developing the visualizations and the OWL tool.

## Santa Cruu Sentine

## Letters

## There Are No Easy Answers For Bus Service

Posted: 09/19/17, 4:08 PM PDT
A lot has been said about our transit problems. The Metro service, as others have noted, seems to not be used extensively except for the service to UCSC from downtown. I am sure that there are other routes that fill the busses. There are also a lot of routes that do not carry many passengers.

How can we get more people to use the Metro? For people who work low paying jobs, the cost is a little high. For people who work jobs that require working holidays, Metro offers no hope. People living outside the main population centers of the county have to walk miles to a Metro stop.

I do not see a better solution than better, less expensive, bus service, available every day in more places. Bus service for schools should be included to reduce traffic around schools.

- David Lieby, Santa Cruz


## Other Transit

 Related Articles
## The Press

## Tri Delta Transit Celebrates 40 Years Of Service With Free Rides

Oct 19, 2017

This year marks the 40th anniversary of local public transportation in Eastern Contra Costa County provided by Tri Delta Transit.

To celebrate, the agency will provide free rides on all weekend routes, every weekend in November.
"This will include Thanksgiving Day and the day after," said Mike Furnary, marketing director. "Free rides will be available on routes 392, 393, 394 and 395 . No special coupon will be necessary to receive free rides. Customers can simply board any bus on the weekend, and their ride will be free.

Few services have had such an impact on the community as the introduction of Tri Delta Transit.
"Our system plays an integral role in keeping our community moving," said CEO Jeanne Krieg. "When you consider that this agency literally started as a kitchen-table discussion in the home of longtime board member Barbara Guise and we have grown to provide more than 3 million rides each year, it is a true symbol of our community's perseverance."

Tri Delta Transit began service in 1977 with only two limited-service bus routes operated by AC Transit. Since then, service has grown to 18 bus routes including express service to BART and paratransit services for seniors and disabled. Service is provided 365 days a year.
"We are excited to share our accomplishment with our customers and thank them for their support over the last 40 years," said Krieg. "However, as important as it is to acknowledge our history, we are equally excited about our future and our commitment to our customers."

Tri Delta Transit recently grew again, adding another weekday route in downtown Pittsburg. New Route 381 began service Sept. 25 and travels between the Pittsburg Marina through downtown Pittsburg to Los Medanos College.

## Trump Officials Assure Republicans An Infrastructure Plan Is Coming

By Melanie Zanona - 10/18/17


The White House reassured Senate Republicans that President Trump remains committed to rebuilding U.S. roads, bridges, airports and other public works, according to lawmakers who attended a meeting with administration officials on Wednesday.
"I thought it was a very positive conversation. A lot of clear ideas emerging, a lot of clear commitment to the passage of an infrastructure bill," Sen. Cory Gardner (R-Colo.) told The Hill.

But key details about the long-awaited infrastructure proposal - and an estimated timetable for its release and consideration in Congress - remain up in the air.
"We didn't spend a lot of time on funding," Sen. James Inhofe (R-Okla.) told The Hill.

There was "no sense of timing," Gardner said.
Republicans on the Senate Commerce, Science and Transportation Committee sat down with four officials from the White House to discuss the stalled rebuilding initiative on Wednesday. Policy adviser D.J. Gribbin and Reed Cordish from the Office of American Innovation were both in attendance.

Wednesday's meeting, which took place on Capitol Hill, offered an opportunity for the administration to update lawmakers about the infrastructure package. Senators also expressed their priorities for a bill, lawmakers said.
"It was full attendance," Gardner said. "It shows people are serious about getting this done."

The meeting comes as lawmakers have been clamoring for more details about Trump's infrastructure proposal, which was once billed as a 100 -day priority but has been stuck on the sidelines as Congress works on health care and tax reform.
"It was good, and it was overdue," Inhofe said of the meeting. "We need to be talking about this. We have a lot of moving parts, both the Senate and House, and two committees."

The White House outlined a brief sketch of Trump's infrastructure vision in the administration's budget request earlier this year, vowing to release more details in the third quarter or early fall. But the administration has yet to release any further guidance on the plan.

And Trump continues to question the role of public-private partnerships in the plan, raising concerns about how the proposal will be paid for and whether Republicans will be on board with the rebuilding effort.
"He did say he's no longer excited about public-private partnerships," Sen. Claire McCaskill (D-Mo.) told reporters Wednesday following a meeting at the White House with Trump to talk about taxes.

Sen. Sherrod Brown (D-Ohio) said he asked the president how the administration plans to pay for the infrastructure package if it doesn't include public-private partnerships.
"He said, 'The tax bill will have lots of money, maybe we'll combine them,"" Sherrod told reporters.

Sen. Roger Wicker (R-Miss.), who described Wednesday's meeting as positive, said he hopes to see infrastructure legislation "as soon as possible," but acknowledged that could mean "early next year."

Inhofe said lawmakers have not yet "gotten to the point where we're actually working on language," but added "we'll start releasing things as soon as we get taxes behind us."

Gardner, however, said he walked away from the discussion feeling more reassured about Trump's rebuilding push.
"I had worried that it might be something that gets kicked into next year, but maybe it is something we get done this year - or at least starting to work on it," he said.

But stakeholders who were at the White House earlier this month for a briefing on infrastructure are feeling less optimistic.

Those present at the meeting said the administration appears no further along on their rebuilding effort, and there was no concrete timeline given for the proposal's release.
"Very little, if anything, was revealed," said one source in the room. "I was hoping this would be an opportunity to begin unveiling at least another layer, and there was none of that."

## The New York Times

## Is Uber Helping or Hurting Mass Transit?

By: Emily Badger

Oct. 16, 2017
For all the tensions that Uber and Lyft have had with taxicabs, the bigger questions about ridehailing companies have to do with their effects on all the other ways you might get around.

Have they siphoned riders from public transit, or have they made transit feasible for more riders?
Have they enabled people to ditch their cars, or only encouraged people to use cars (driven by other people) even more?

The answers will determine how chaotic our streets become. And they could tell us something about how people will behave in a more far-off future of self-driving cars, when ubiquitous ridehailing will have no one at the wheel.

The answers are still up for debate because these services remain relatively new, because the companies that offer them guard their data, and because even they don't track the counterfactuals. There's no button in the Uber app that asks, "If Uber weren't an option, how would you get where you're going?"

In new survey data, though, there are some provocative patterns. Researchers at the U.C. Davis Institute of Transportation Studies surveyed 2,000 people about their travel behavior in seven major metro areas, including New York, Chicago and Los Angeles, and including people who live in their suburbs and those who don't use these services.


Survey data suggests that ride-hailing services like Uber encourage people to take trips they wouldn't otherwise, and draw people away from public transit.
Credit Adam Berry/Getty Images Europe
The results suggest that ride-hailing draws people away from public transit. And the authors, Regina Clewlow and Gouri Shankar Mishra, estimate that 49 percent to 61 percent of ride-
hailing trips either wouldn't have been made at all if these apps didn't exist, or would have been made by foot, biking or transit. All of those trips, in other words, added cars to the road that otherwise wouldn't have been there.

That picture implies that Uber and the like could make traffic worse. And let's further assume that many of those trips additionally require drivers to cruise around waiting for rides, and to "deadhead" occasionally after the rides are over (to return to, say, the airport with an empty back seat).

Among people who use these apps, 3 percent said they rode heavy rail like subway systems more since starting to ride-hail. That's consistent with the idea that apps could help you travel the "last mile" home from the train if you don't live near a stop, or that they could help you cobble together transportation options once you ditch your own car. But 6 percent said they rode the bus less, and 3 percent said the same of light rail.

Among the most common reasons people gave for turning away from transit: Service was too slow or unreliable. It potentially does not bode well for public transit, then, that just as these apps are growing more dominant, transit systems in cities like New York, Washington and San Francisco are facing deep problems. In New York, where other data has also suggested that ridehailing lures riders away from public transit, officials have speculated about Uber's role in recent declining subway ridership.

Austin, Tex., offers another intriguing case study. In May 2016, Uber and Lyft temporarily pulled out of the city over a new law that required the companies to submit drivers to fingerprint background checks. Their departure created a natural experiment, and afterward researchers at the University of Michigan, Texas A\&M and Columbia University surveyed Austin residents about how the change affected their travel behavior.

Asked about the last trip riders took with Uber and Lyft, 3 percent said they took similar trips afterward by public transit instead (Austin has much lower transit usage in general than New York). That also implies some substitution. Further complicating this picture, 9 percent said they bought a personal car as a result of the change.

The bulk of the evidence so far shows that these services don't inherently make transportation more efficient at the level of an entire city, even if they have the potential to. They may make your travel more efficient, because you don't have to hunt for a parking spot or wait for the bus. But when you aggregate the behavior of many people, transportation becomes less efficient when transit riders switch to cars, when new car services entice people onto trips they wouldn't otherwise have taken, or when people who give up their cars wind up traveling even more in someone else's.

It's equally not preordained that these apps will make traffic worse, or that they must come at the expense of public transit. If more people left their solo cars for car-pooled ride-hailing, rather than leaving public buses for solo Uber rides, that would reduce the number of cars on the road and the miles they travel. If transit agencies partnered with these companies, as some have begun
to try doing, ride-hailing could fill niches that trains and buses don't handle well, like late-night journeys, transit for riders with disabilities, and suburban service.
"There's this potential opportunity for policy makers, city planners and these firms themselves to find solutions where we're steering toward that future," Ms. Clewlow said. It's unlikely we'll get there by chance, though.

## "You're Not Going to See a Gas Tax Increase. It's Just Not Gonna Happen."

By Bill Lucia, Senior Reporter

October 11, 2017

U.S. Highway 101 in downtown Los Angeles, during April 2017. Shutterstock.com / Michael Gordon

WASHINGTON - The odds are low that Congress will act in the months ahead to raise the federal gas tax in order to help pay for transportation infrastructure, according to the chairman of a U.S. House panel on highways and transit.
"You're not going to see a gas tax increase. It's just not gonna happen," Rep. Sam Graves, a Missouri Republican, told reporters Wednesday after a meeting of the House Transportation and Infrastructure subcommittee on Highways and Transit, a panel which he chairs.

Graves made his comments in response to a question about his position on raising the tax to help shore up the Highway Trust Fund, a key source of federal dollars for road and transit projects.

Much of the money for the fund comes from taxes on gas and diesel fuel. These revenues have declined as vehicles have become increasingly fuel efficient. More electric, shared and automated vehicles could further erode fuel tax revenues in the years ahead.

The federal gas tax has been flat for over two decades at 18.4 cents per gallon, equivalent to its level in 1993. The federal tax rate for diesel is 24.4 cents per gallon.

Congressional Budget Office projections show the trust fund will not be able to meet its obligations beyond the 2020 fiscal year. The fund's 10 -year shortfall is currently about $\$ 143$ billion, based on CBO estimates.

If lawmakers don't address this gap, the U.S. Department of Transportation might need to take steps like rationing reimbursements to states in order to maintain an adequate balance for the fund, creating the risk that transportation projects could be delayed.

Graves said an option he favors for stabilizing future road-user revenues is a tax on vehicle miles traveled. A number of states, including California, Oregon and Washington have implemented programs to experiment with these sorts of charges.

## 'All We're Doing is Talking'

Discussions about the health of the Highway Trust Fund come as the Trump administration is working on an infrastructure investment plan. But, nearly nine months into the president's term, the White House has yet to release a formal, detailed proposal.

Administration officials have indicated the plan will involve $\$ 200$ billion of federal investment over a decade. This money, they say, could be combined with state, local and private dollars with the aim of reaching $\$ 1$ trillion in total investment.

Graves said it is still unclear how issues tied to the Highway Trust Fund might factor into a broader infrastructure package. "They're connected but they're also, they're separate issues," he said.

As for the timing of when the administration might release its plan, Graves said: "It could be this week, it could be next week, it possibly could be the week after."

Rep. Peter DeFazio, an Oregon Democrat and the full House Transportation and Infrastructure Committee's ranking member, blasted the amount of progress Congress and the White House have made on infrastructure legislation. He noted that about two dozen states had enacted recent measures to raise revenues for transportation costs, primarily through state gas tax hikes.
"Why are we sitting here jawing again today, nine months, 10 months into the year after the first hearing on our infrastructure needs, with no proposals other than a few introduced by people like myself?"
"We can do this in a bipartisan way, but all we're doing is talking. That's all we're doing around here," DeFazio added. "It's time to put proposals out and push the House to act."

Graves said work is happening within the committee to develop a "basic framework" for infrastructure legislation.
"But obviously this is an administration priority," he added. "We're going to wait for them to come forward with their ideas."

## 'Asset Recycling'

Rep. Bill Shuster, a Pennsylvania Republican who chairs the Transportation and Infrastructure Committee, said during Wednesday's hearing that lawmakers should consider a model used in Australia to attract private money toward public works.

The approach is known as "asset recycling." It involves leasing or selling existing public infrastructure to private partners and using the lease or sale proceeds to fund new projects.
"Public-private partnerships are not a silver bullet," Shuster said.
But he added that there are "trillions of dollars" investors would like to put into American infrastructure projects. "And they're not looking for an eight and 10 percent return."

Critics of asset recycling warn that it can result in problematic, long-term contracts and deals that are effectively expensive loans for governments and, in turn, payers of taxes, fees and tolls.

DeFazio said that at best public-private partnership deals might be able to cover about 10 to 12 percent of the nation's infrastructure needs and "that still leaves a hell of a lot on the table."

## Rewarding 'Self-Help'

Peter Rogoff, CEO of Sound Transit, an agency that provides bus and rail service in the Seattle metropolitan area, was among those who testified before the subcommittee Wednesday.

He pointed out that traffic congestion has nearly doubled in the past five years in the region. And he said it is "not an accident" that Amazon, now headquartered in Seattle, is considering the availability of rail transit as it seeks a location for a second headquarters.

Rogoff also pointed out that the federal share of Sound Transit's voter-approved capital plan is only 16 percent.
"The taxpayers of Washington state have demonstrated remarkable levels of selfhelp to meet their surface transportation needs," he added, noting the state's gas tax is the second-highest in the U.S. "Any federal infrastructure policy should reward this level of local effort."

## Mass TRaNSIt

# CA: Vine Transit Suspends Service to Assist in Evacuation 

Oct 11, 2017 Source: Napa Valley Register

The Napa Valley Transportation Authority said late Tuesday that all Vine Transit bus service is suspended until further notice.

All resources are being diverted to evacuating the hundreds of residents at the Veterans Home of California in Yountville.

The Yountville area is on alert as Mt. Veeder, just to the west, is under evacuation orders as fire approached from the west in Sonoma County.

## THE SOURCE transportation news \& views $^{\text {then }}$

## Can Uber, Lyft \& Company Co-Exist With Transit?: How We Roll

By: Steve Hymon, October 11, 2017


The canopy being installed at the Aviation/Century Station on the Crenshaw/LAX Line. Photo: Metro.

From the study:

## KEY FINDINGS: RIDE-HAILING IMPACTS ON TRANSIT

- After using ride-hailing, the average net change in transit use is a $6 \%$ reduction among Americans in major cities.
- As compared with previous studies that have suggested shared mobility services complement transit services, we find that the substitutive versus complementary nature of ride-hailing varies greatly based on the type of transit service in question.
- Ride-hailing attracts Americans away from bus services (a $6 \%$ reduction) and light rail services (a $3 \%$ reduction).
- Ride-hailing serves as a complementary mode for commuter rail services (a $3 \%$ net increase in use).
- We find that $49 \%$ to $61 \%$ of ride-hailing trips would have not been made at all, or by walking, biking, or transit.
- Directionally, based on mode substitution and ride-hailing frequency of use data, we conclude that ride-hailing is currently likely to contribute to growth in vehicle miles traveled (VMT).

And this:

Figure 13. Reasons for substituting ride-hailing for transit services


Survey question: "What would you consider the most important versus least important reason you use on-demand mobility services such as Uber or Lyft instead of public transit?"

As would be expected, a lot of transpo observers are focusing on something else in the study: in cities, the presence of cheap taxis probably means more overall driving by vehicles on the road.

That's not exactly huge news - others have suggested the same thing — but it's still a blow to the idea that cheap taxis are seriously transforming the way we get around.

The finding also suggests that self-driving cheap taxis will NOT magically make traffic congestion disappear, as some have suggested. Again, not a shocker to those who have actually thought about the issue.

I thought there was one other finding that was interesting and somewhat new. Many people like to say that cheap taxis reduce the need to drink and drive. That makes sense. I don't use cheap taxis much, but I have definitely used them after tipping a few too many. As have many folks I know.

But...the National Highway Traffic Safety Administration (NHTSA) released its annual traffic fatality data last week and, sadly, traffic deaths and drunk driving deaths rose in the past year. So did the number of miles driven and other types of deaths (motorcycle, pedestrian and bicycle). All no bueno, of course, although distracted driving deaths were down.

Table 7
Total and Alcohol-Impaired-Driving Fatalities, by State, 2015 and 2016

| State | 2015 |  |  | 2016 |  |  | 2015 to 2016 Change |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Total <br> Fatalities | Alcohol-Impaired-Driving Fatalities |  | Total Fatalities | Alcohol-Impaired-Driving Fatalities |  | Total Fatalities |  | Alcohol-Impaired-Driving Fatalities |  |
|  |  | Number | Percent |  | Number | Percent | Change | \% Change | Change | \% Change |
| Alabama | 850 | 246 | 29\% | 1,038 | 279 | 27\% | +188 | +22.1\% | +33 | +13.4\% |
| Alaska | 65 | 22 | 34\% | 84 | 30 | 36\% | +19 | +29.2\% | +8 | +36.4\% |
| Arizona | 897 | 269 | 30\% | 962 | 232 | 24\% | +65 | +7.2\% | -37 | -13.8\% |
| Arkansas | 550 | 158 | 29\% | 545 | 117 | 21\% | -5 | -0.9\% | -41 | -25.9\% |
| California | 3,387 | 911 | 27\% | 3,623 | 1,059 | 29\% | +236 | +7.0\% | +148 | +16.2\% |
| Colorado | 547 | 152 | 28\% | 608 | 161 | 27\% | +61 | +11.2\% | +9 | +5.9\% |
| Connecticut | 270 | 103 | 38\% | 293 | 100 | 34\% | +23 | +8.5\% | -3 | -2.9\% |
| Delaware | 131 | 39 | 30\% | 119 | 37 | 31\% | -12 | -9.2\% | -2 | -5.1\% |
| Dist of Columbia | 23 | 6 | 26\% | 27 | 10 | 38\% | +4 | +17.4\% | +4 | +66.7\% |
| Florida | 2,938 | 788 | 27\% | 3,174 | 841 | 26\% | +236 | +8.0\% | +53 | +6.7\% |
| Georgia | 1,432 | 358 | 25\% | 1,554 | 368 | 24\% | +122 | +8.5\% | +10 | +2.8\% |
| Hawaii | 93 | 34 | 37\% | 120 | 34 | 28\% | +27 | +29.0\% | 0 | 0.0\% |
| Idaho | 216 | 70 | 32\% | 253 | 77 | 30\% | +37 | +17.1\% | +7 | +10.0\% |
| Illinois | 998 | 315 | 32\% | 1,082 | 315 | 29\% | +84 | +8.4\% | 0 | 0.0\% |
| Indiana | 817 | 172 | 21\% | 821 | 211 | 26\% | +4 | +0.5\% | +39 | +22.7\% |
| lowa | 320 | 78 | 24\% | 404 | 106 | 26\% | +84 | +26.3\% | +28 | +35.9\% |
| Kansas | 355 | 83 | 23\% | 429 | 94 | 22\% | +74 | +20.8\% | +11 | +13.3\% |
| Kentucky | 761 | 188 | 25\% | 834 | 175 | 21\% | +73 | +9.6\% | -13 | -6.9\% |
| Louisiana | 752 | 250 | 33\% | 757 | 225 | 30\% | +5 | +0.7\% | -25 | -10.0\% |
| Maine | 156 | 50 | 32\% | 161 | 54 | 33\% | +5 | +3.2\% | +4 | +8.0\% |
| Maryland | 520 | 160 | 31\% | 505 | 130 | 26\% | -15 | -2.9\% | -30 | -18.8\% |
| Massachusetts | 345 | 109 | 32\% | 389 | 119 | 31\% | +44 | +12.8\% | +10 | +9.2\% |
| Michigan | 967 | 268 | 28\% | 1,064 | 236 | 22\% | +97 | +10.0\% | -32 | -11.9\% |
| Minnesota | 411 | 117 | 28\% | 392 | 93 | 24\% | -19 | -4.6\% | -24 | -20.5\% |
| Mississippi | 677 | 177 | 26\% | 690 | 128 | 19\% | +13 | +1.9\% | -49 | -27.7\% |
| Missouri | 870 | 225 | 26\% | 945 | 244 | 26\% | +75 | +8.6\% | +19 | +8.4\% |
| Montana | 224 | 76 | 34\% | 190 | 85 | 45\% | -34 | -15.2\% | +9 | +11.8\% |
| Nebraska | 246 | 64 | 26\% | 218 | 62 | 29\% | -28 | -11.4\% | -2 | -3.1\% |
| Nevada | 326 | 98 | 30\% | 328 | 101 | 31\% | +2 | +0.6\% | +3 | +3.1\% |
| New Hampshire | 114 | 33 | 29\% | 136 | 40 | 30\% | +22 | +19.3\% | +7 | +21.2\% |
| New Jersey | 561 | 108 | 19\% | 601 | 137 | 23\% | +40 | +7.1\% | +29 | +26.9\% |
| New Mexico | 298 | 98 | 33\% | 402 | 118 | 29\% | +104 | +34.9\% | +20 | +20.4\% |
| New York | 1,136 | 316 | 28\% | 1,025 | 283 | 28\% | -111 | -9.8\% | -33 | -10.4\% |
| North Carolina | 1,379 | 389 | 28\% | 1,450 | 354 | 24\% | +71 | +5.1\% | -35 | -9.0\% |
| North Dakota | 131 | 49 | 38\% | 113 | 50 | 45\% | -18 | -13.7\% | +1 | +2.0\% |
| Ohio | 1,110 | 309 | 28\% | 1,132 | 324 | 29\% | +22 | +2.0\% | +15 | +4.9\% |
| Oklahoma | 645 | 168 | 26\% | 683 | 180 | 26\% | +38 | +5.9\% | +12 | +7.1\% |
| Oregon | 446 | 154 | 35\% | 495 | 154 | 31\% | +49 | +11.0\% | 0 | 0.0\% |
| Pennsylvania | 1,200 | 361 | 30\% | 1,188 | 327 | 28\% | -12 | -1.0\% | -34 | -9.4\% |
| Rhode Island | 45 | 19 | 43\% | 51 | 19 | 37\% | +6 | +13.3\% | 0 | 0.0\% |
| South Carolina | 979 | 307 | 31\% | 1,015 | 331 | 33\% | +36 | +3.7\% | +24 | +7.8\% |
| South Dakota | 134 | 45 | 33\% | 116 | 46 | 39\% | -18 | -13.4\% | +1 | +2.2\% |
| Tennessee | 962 | 251 | 26\% | 1,041 | 223 | 21\% | +79 | +8.2\% | -28 | -11.2\% |
| Texas | 3,582 | 1,405 | 39\% | 3,776 | 1,438 | 38\% | +194 | +5.4\% | +33 | +2.3\% |
| Utah | 278 | 43 | 16\% | 281 | 52 | 19\% | +3 | +1.1\% | +9 | +20.9\% |
| Vermont | 57 | 15 | 27\% | 62 | 27 | 43\% | +5 | +8.8\% | +12 | +80.0\% |
| Virginia | 754 | 206 | 27\% | 760 | 220 | 29\% | +6 | +0.8\% | +14 | +6.8\% |
| Washington | 551 | 143 | 26\% | 537 | 161 | 30\% | -14 | -2.5\% | +18 | +12.6\% |
| West Virginia | 268 | 71 | 27\% | 269 | 68 | 25\% | +1 | +0.4\% | -3 | -4.2\% |
| Wisconsin | 566 | 191 | 34\% | 607 | 193 | 32\% | $+41$ | +7.2\% | +2 | +1.0\% |
| Wyoming | 145 | 54 | 37\% | 112 | 32 | 29\% | -33 | -22.8\% | -22 | -40.7\% |
| National | 35,485 | 10,320 | 29\% | 37,461 | 10,497 | 28\% | +1,976 | +5.6\% | +177 | +1.7\% |
| Puerto Rico | 310 | 102 | 33\% | 279 | 92 | 33\% | -31 | -10.0\% | -10 | -9.8\% |

Source: FARS 2015 Final File, 2016 ARF
NHTSA's National Center for Statistics and Analysis

So what are the takeaways from all this? Here are mine:

- Consumers have made it clear they like cheap taxis for certain types of rides but it's not really revolutionizing the way we get around. A lot of people aren't using the cheap taxis and the cheap taxis aren't seriously impacting transit use for many people or car ownership.
-This study should tell transit agencies what I pray the should already know: fast, frequent service goes a long way with riders.
-There may very well be a good way for cheap taxis and transit to be complimentary to one another - but the evidence is that no one has quite hit the bullseye on that one yet. As many of you know, Metro will be trying to run a MicroTransit service that uses some of the best features of ride hailing - and that could result in a better transit experience for riders.
-This study and others surely to follow will help cities decide what, if anything, they should do about cheap taxis. Sure they may increase the number of vehicles on the road, but they also may save time and make it easier and cheaper for folks to get around. If transit backers don't like it, they perhaps should look in the mirror first and figure out how to win back market share.


## METRO

## Government Issues

## TTC Plan Puts 'Customer At Center Of All It Does'

Posted on October 11, 2017


By passenger volume, the TTC is North America's third-largest transit system. Photo: TTC

The Toronto Transit Commission's (TTC) Outstanding Public Transportation System Achievement award recognizes the transformative change the TTC has undergone over the last five years. The TTC last won the award in 1986.

In 2013, the TTC set out to change itself. It developed a five-year plan that put the customer at the center of all that it does, from service planning to service delivery, including a new station management model, customer charter, fleet and infrastructure renewal, and how it manages its people.

## Outstanding Public Transportation System Achievement

## More Than 20 Million Passenger Trips

After almost 100 years in service and 31 billion trips taken, the TTC has grown to become one of the most visible and vital public services in Toronto. $\Lambda$ number of achievements over the past five years include:

- A cleaner, more punctual and exponentially more responsive service.
- Unprecedented capital investment
- Introduction of new vehicles - buses, strectears and trains.
- PRESTO is now available in all subway stations and vehicles.
- Completion of the spectacular Leslic Barns.
- Delivery of a world-class transit plan in support of the 2015 Pan Am Games.
- A more accessible TTC with the addition of external announcements on buses, subways, and streetcars and more fully-accessible subway stations.
- One Person Train Operation on Line 4 Sheppard, improving the safety, and reliability of the service.


The agency was recently recognized as one of the Greater Toronto Area's Top Employers. Photo: TTC

- A reduction in the number of delay minutes across the subway network.
- A second subway platform at Union Station, reducing over-crowding, and improving customer circulation.
- Increased service on more than 40 routes, operating all day, every day and 52 routes now operate every 10 minutes or better.
- Increased service on the Blue Night Network so that $99 \%$ of Toronto residents now live within a 15 -minute walk of overnight bus and streetcar service.
- Real-time travel information is made available on Platform Video Screens.
- Implementation of a new wayfinding system that uses consistent symbols, colors and numbers to clearly communicate to the city's diverse audience.
- Underwent a brand revitalization moving the brand from one of a utility to what it really is: a critical part of 'Torontonians' everyday lives.
- Recognized as one of the Greater Toronto Area's Top Employers.

Additionally, the most recent customer satisfaction survey results show that TMC customers are satisfied at a record of more than $80 \%$. The TTC will continuc to modernize its signal system, fare system. and its workplace. Later this year, TTC will open a six-station, five-mile extension of its Line 1 Yonge-University subway service.

Enter annual entry amount:
\$ 4,273,542.00 normal cost portion of ARC
315 active employees on last day of fiscal year (6/30)

|  |  |  | rounded |  |
| :--- | ---: | ---: | ---: | ---: |
| 1100 | 4 | $1.27 \%$ | $\$$ | $54,267.00$ |
| 1200 | 7 | $2.22 \%$ | $\$$ | $94,968.00$ |
| 1300 | 12 | $3.81 \%$ | $\$$ | $162,802.00$ |
| 1400 | 4 | $1.27 \%$ | $\$$ | $54,267.00$ |
| 1500 | 5 | $1.59 \%$ | $\$$ | $67,834.00$ |
| 1600 | 5 | $1.59 \%$ | $\$$ | $67,834.00$ |
| 1700 | 2 | $0.63 \%$ | $\$$ | $27,134.00$ |
| 1800 | 1 | $0.32 \%$ | $\$$ | $13,567.00$ |
| 1900 | 8 | $2.54 \%$ | $\$$ | $108,534.00$ |
| 2200 | 17 | $5.40 \%$ | $\$$ | $230,636.00$ |
| 3100 | 46 | $14.60 \%$ | $\$$ | $624,073.00$ |
| 3200 | 16 | $5.08 \%$ | $\$$ | $217,069.00$ |
| 3300 | 154 | $48.89 \%$ | $\$$ | 2.089 .286 .00 |
| 4100 | 34 | $10.79 \%$ | $\$$ | $461,271.00$ |
|  | $\mathbf{3 1 5}$ | $\mathbf{1 0 0 \%} \mathbf{\$}$ | $4,273,542.00$ |  |

TOTAL EMPLOYEES June 30, 2017
Update anually

## METRO

## Security and Safety

# Designing For The Transit User Experience: Enhancing Safety And Security At Stations 

Posted on October 11, 2017 by Rhonda Bell -


Los Angeles' Metro is applying a user experience (UX)-based approach to a major renovation and expansion of one of the county's busiest light rail stations, the Willowbrook/Rosa Parks Station (renderings shown throughout). Photo: RNL

Traditional approaches to station safety and security typically include surveillance and communication tools, such as CCTV and eTel, as well as checklist-based site design, such as maintaining clear sightlines and appropriate light levels. While these tools are appropriate and effective, they may miss more subtle elements of user experience that affect the perception of station safety.

By paying attention to how it feels to arrive at, pass through, and use a transit facility, focused design strategies can complement traditional approaches by enhancing user perception of safety. While a station may be safe, according to statistics and incident reporting, ridership and patron satisfaction will still suffer if the station doesn't feel safe.

## User Experience

Borrowed from the tech world, the term "user experience," or UX, describes the ease and efficiency of using a particular element, whether it's a web application or a transit facility. Excellent UX is one that not only meets the needs of the user, but also creates a pleasant experience in the process. There are a number of reasons the ideal UX might be missing in the transit context:

- Fivolution: A station may have offered a positive experience as-designed, but new demands, such as increased ridership, more frequent service, new trends such as rideshare, and a corresponding change in the need for drop-off areas, have outstripped the original design.
- Function Without Form: A pedestrian bridge provides pedestrian safety, but may require out-of-direction movement.
- Lack of Finesse: Too-brightly lit spaces or spaces that have been cleared for better sightlines at the expense of a human-scale feel, create a sense of isolation or vulnerability.


## Applying UX in a Transit Context

The Los Angcles County Metropolitan Transportation Authority (Mctro) is applying a UX-based approach to a major renovation and expansion of one of the county's busiest light rail stations, the Willowbrook/Rosa Parks (WRP) Station.

Approximately eight miles south of downtown Los Angeles, WRP is one of the original 17 stations on Metro's oldest light rail line built in 1990, and is the key transfer point between Metro's Blue and Green Lines. Last fall, L.A. County residents approved a $\$ 130$ billion plan and sales tax measure to expand Metro's system, an historic undertaking which will be intensified in coming years by the city's commitment to host the 2028 Summer Olympics. As a result, the station - currently the fourth busiest in Metro's system - will only become more important over time as ridership throughout this rapidly expanding rail network increases.

Today, however, the station suffers from a number of significant issues, including poor visibility from adjacent roadways, limited sightlines within the station, gaps in circulation, congestion of platform and vertical circulation, and a challenging patron environment. The station, while wellmaintained, is facing functional obsolescence and reflects a different era of design. In 2015, Metro brought on RNL (now part of Stantec) to see how this critical transfer point could provide a model for UX-based design as it builds out its system.

## UX Issue 1: Patron Confusion

A first-time patron's initial impression of WRP - regardless of how he or she arrives - is likely to be one of confusion. Circulation is not intuitive, signage is inconsistent, and the mezzanine connecting the grade-separated platforms is cramped. From a safety and security standpoint, confusion promotes a feeling of vulnerability, which can have a negative impact on ridership.

As part of the station improvement design, the RNL team is updating the signage system, implementing implicit wayfinding cues, and removing on-platform obstructions.

The improved signage creates a specific hierarchy of sign types, sized and placed for different modes of travel, so that messaging for pedestrians, bicyclists and drivers responds specifically to the expected routes, decision points, and speed of each mode. Signage will be consistent across the entire line, making it easier for regular patrons to quickly locate the information they need.


Station redesign took an extremely critical look at what elements could be moved out from under the freeway and into open air. Photo: RNL

This revamped signage will be supported by design cues, such as a line of vertical lighting elements leading the eye along the most direct route to the platform. Paving pattern and scoring will serve a similar function, defining primary circulation paths and differentiating them from the plaza and gathering spaces. Finally, relocating existing artwork off of the LRT platform and into station plaza will open sight lines and case platform crowding.

## UX Issue 2: Enclosure/Darkness

The majority of the WRP station sits under an eight-lane elevated highway resulting in lighting and visibility challenges as an irregular grid of three-foot cement columns block sightlines. The station does have all the traditional security features, including CCTV and police patrols, but perception is paramount: if it feels unsafe, many patrons may not want to use it.

Station redesign took an extremely critical look at what elements could be moved out from under the freeway and into open air. A platform extension will increase the length of the train that stops in the sun, and in a complementary move, the primary (and only) track crossing connecting the two sides of the station will be moved out from under the frecway and into the daylight. Metro also purchased a significant parcel of adjacent land so that new station elements, such as a customer service center, bike hub, and public plaza, will all be south of, instead of under, the overpass.

During the process of station redesign, RNL's design team also looked at lighting. Where existing light levels were adequate, the focus has been placed on function with less attention to feel. Some lights are bright and harsh, while other areas are simply not lit enough - a challenge both night and day where users' eyes must negotiate and adjust for the darkness of the frecway as well as the bright California sun beyond. Station enhancements focus on a layered approach that includes overhead lighting, pedestrian lighting, downlighting under benches, and even inpavement light sources to promote the feel of a welcoming public space. Extensive transparency in the vertical architecture provides an opportunity for light spill and another layer of illumination.

UX Issue 3: Vehicular Dominance

Existing station access challenges both pedestrians and bicyclists, with significant sidewalk gaps, a lack of safe roadway crossings, heavy vehicle traffic, and no defined bicycle route. The main station entry has no sidewalk, and patron drop-off takes place in the drive aisles of the parking lot.

Modifications to station access first addressed pedestrian gaps, introducing sidewalk on both sides of the main station entry and closing other sidewalk gaps within the station. The redesign also acquired an easement through the adjacent shopping center parking lot to create a new direct pedestrian path from roadway to station to platform. The parking lot was redesigned to provide a defined pedestrian pathway, and a new patron drop-off area was created adjacent to the new public plaza. The station will also provide a dedicated bicycle lane linking into the city's greater bicycle network.


An unobstructed central area with smaller sub-areas at the edges with planters and seating, the public plaza will provide community gathering space and transit waiting space. Photo: RNL

A critical element of the new pedestrian and bicycle facilities is the establishment of a new circulation hierarchy that prioritizes the most vulnerable users: pedestrians first, then bicyclists, and lastly motorists. The system acknowledges and builds on natural movement patterns; pedestrians are always inclined to take the shortest path between two points, and connections that demand out-of-direction or indirect movement promote unsafe shortcutting. Vehicles dropping off or waiting for patrons will try to get as close as possible, even if doing so involves illegal standing or unsafe movements. Likewise, bicyclists don't want to dismount, so by placing the bicycle hub immediately adjacent to the bike path - instead of across the public plaza and expecting cyclists to dismount - there is a focus on user experience and desire paths to mitigate modal conflict.

## UX Issue 4: Lack of Activity

Right now, almost $90 \%$ of WRP patrons transfer between the green and blue lines via a meztanine sandwiched between the at-grade Blue Line platform and the Green Line platform, which is situated in the median of the freeway above. Combined with the preceding three UX issues, the larger station area is currently a place in which people spend as little time as possible, and correspondingly, in which there are few people.

There is not only safety in numbers, but also a positive social experience in being in a welldesigned public space. Through the station renovation, Metro and the design team sought to
create a place that is more than just transit infrastructure, but a true neighborhood asset. More pcople and more activity create a sense of community ownership, and promote station safety by creating an environment in which undesirable and illicit activitics are more likely to be observed, and thus discouraged.

Increasing station activity is all about programming: people need a good reason to be there. A new customer service center and Metro court will draw patrons off the train and into the public area. The bike hub will provide not only secure bicycle parking, but will also offer a small retail center and provide space for community-based programs, such as cycling-related classes in partnership with local bike clubs. By maintaining an unobstructed central area with smaller subareas at the edges with planters and seating, the public plaza will provide community gathering space and transit waiting space that can also serve as flexible event space for community events, fairs, markets, and similar activities.

The redesign of WRP also seeks to integrate the station into the community by providing critical connectivity between the east and west halves of the neighborhood. At present, community members and transit patrons must take a long, indirect route to access the adjacent shopping center. The relocated track crossing is intentionally aligned to allow easy access to this neighborhood hub, and is specifically excluded from the fare-paid zone for this reason.

Ultimately, the most user-friendly transit station design comes back to designing for people. Everything from ridership to public safety to economic and community vitality is impacted by how a space makes a person feel. When transit agencies and design teams take the time to consider more than just the logistics of moving people from point to point, but also the experience they are facilitating during that process, the rewards will be reaped by the community for years to come.

## Mass Thansit

# California To Require Bus Passengers To Buckle Up For Safety 

Bob Egelko On Oct 10, 2017 Source: McClatchy

Oct. 10--It's time for commercial bus passengers in California to buckle up.
A new state law, effective in July 2018, will require drivers of commercial buses, such as Greyhound, and their passengers in the state to wear seat belts or face fines - $\$ 20$ for the first violation and $\$ 50$ for the next. Parents will be responsible for making sure children under age 16 are buckled up, and will be allowed to hold children under 2 on their lap.

The law goes a step further with charter buses, making the companies that operate the buses also responsible for children buckling up.

The legislation, SB20 by state Sen. Jerry Hill, D-San Mateo, passed both houses without opposition, and Gov. Jerry Brown signed it Sunday.

State law requires passengers in cars and school buses to wear seat belts, and a recent federal law requires some types of commercial buses to be equipped with belts. But no law requires passengers on transit or tourist buses to wear the belts, and government reports indicate the omission has serious consequences.

According to the National Transportation Safety Board, accidents kill 21 bus passengers a year and injure more than 7,900 . The most common cause of fatalities is rollovers, the board says, and wearing seat belts reduces the likelihood of death in rollovers by 77 percent.

In January 2016, a Greyhound bus rolled over during a rainstorm on northbound U.S. 101 in San Jose, killing two passengers and injuring 12. Only two of the 20 passengers were wearing seat belts, officers said, and neither of them was injured.

The new state law also will require bus companies to keep seat belts in working order, and to notify passengers of their obligation to wear them, by posted notices or an announcement by the driver.

## METRO

## BYD Unveils 45-Foot Electric Coach At APTA EXPO

Posted on October 9, 2017


BYD unveiled its new 45 -foot electric bus alongside several offerings.
BYD unveiled the world's first 45 ft . battery-electric commuter coach bus, setting the bar high for innovation in the transit industry, at this year's APTA Expo. Additionally, BYD will host the largest ever electric vehicle display at APTA Expo, a testament to the company's position as the world's largest electric bus manufacturer with more than 27,000 electric buses in service around the globe.

BYD will showcase four models of its advanced technology battery-electric buses in addition to a class 5 battery-electric truck and forklift in booth \#6947 this week at the 2017 APTA Expo.

BYD offers seven battery-electric coach and bus models, more than any other manufacturer in the North American market today. BYD also manufactures battery-electric trucks and forklifts, some of which will also be on display at APTA Expo 2017.


BYD will showcase four models of its advanced technology battery-electric buses in addition to a class 5 battery-electric truck and forklift in booth \#6947 this week at the 2017 APTA Expo.
"BYD offers a battery electric bus or coach to meet any operational or service route need a transit agency has in North America," said BYD Heavy Industries sr. VP Macy Neshati. "Our buses reduce operating costs for customers due to BYD's advanced battery-electric technology and that translates into large savings over the 12-year life of a bus. We also offer the industry's only 12-year battery warranty so customers can have complete peace of mind when purchasing a BYD bus."

In response to high demand across North America for its advanced technology buses, BYD recently completed an expansion of its Coach and Bus manufacturing facility in Lancaster, Calif. This expansion will allow the company to build up to 1,500 battery-electric buses annually once operating at full capacity. BYD has nearly 800 employees in California that contribute to building its battery packs and buses and assembling its trucks. BYD's mission is to provide innovative solutions with its battery-electric buses, trucks, forklifts and many other products to meet real-world demands.

## METRO

For Transit \& Motorcoach Business

# Women in Transportation: Nuria Fernandez 

By: Brittni Goldenberg
Posted on October 9, 2017

## GM/CEO Santa Clara Valley Transportation Authority San Jose, Calif.

Growing up in Panama City, Panama, Nuria Fernandez's earliest experience with transit was riding what she calls the "rather unorthodox bus system" of her hometown.


Fernandez says her agency's location is at "ground zero for innovation."
"Back then, anyone who wanted to could get a license to operate a bus, and the routes and fares were not as structured as they are in the U.S.," says Fernandez.

CAREER PATH. When she came to the U.S. to study civil engineering, she was introduced to the American system of public transportation. This sparked her interest in pursuing transit as a career path. She then began an internship with the Panama Canal Co., where she landed her first job upon graduation. She worked in the engineering division of the Panama Canal Co.'s Gatún Locks.
"My great grandfather was involved in the construction of the Canal, so it was a legacy that I proudly took part in," says Fernandez.

EXPERIENCE. Over the course of her robust 35 -year career, Fernandez has worked many public and private sector jobs in the transportation industry. She served as chief operating officer for the New York State Metropolitan Transportation Authority. Fernandez also managed the operations of O'Hare International Airport in Chicago. And sequentially, she was the head of design and construction for the Chicago Transit Authority and the Washington Metropolitan Transit Authority.

Fernandez provided high-level policy and program expertise as deputy administrator of U.S. Department of Transportation's Federal Transit Administration. Additionally, she has served as senior VP at two different engineering consulting firms, CH2M HILL and Earth Tech.

ROLE FOCUS. As GM/CEO of Santa Clara Valley Transportation Authority (VTA), Fernandez oversees all functions of the agency. She describes the present as an exciting time to be based in Silicon Valley.
"We are at ground zero for innovation," says Fernandez. "I routinely interact with tech industry leaders in an effort to integrate their cutting-edge ideas into our transportation landscape so that our system can work better for everyone. This collaboration is where creativity is changing not only our region but the world - it is an exciting partnership."

In addition to being a transit authority, VTA is also the Congestion Management Agency for Santa Clara County. Therefore, Fernandez is in charge of supervising VTA plans, designs, and even the construction of mass transit facilities and highway interchanges. This is in an effort to help regional traffic move more smoothly overall.

In taking on such a big task, Fernandez emphasizes that confidence is key. "My confidence was instilled in me by my mother," says Fernandez. "You need a willingness to try new things and take risks."

KEY PROJECT. Currently, the VTA is completing the largest transportation infrastructure project in Santa Clara County history - the extension of the Bay Area Rapid Transit (BART) system. The goal is to create a comprehensive public transportation network around the entire San Francisco Bay Area.

In order to make this a reality, VTA placed the 2016 Measure B on the ballot last year, which implements a 30 -year half-cent countywide sales tax. The measure passed by nearly $72 \%$, marking the highest level of support for any Santa Clara County transportation tax. The measure will help fund BART through downtown San Jose as well as dozens of other improvements.
"I am extremely proud of the work that VTA's planning and community outreach teams did over the past two years to educate residents and listen to their needs," says Fernandez. "It started with building a coalition of stakeholders and residents to develop a list of projects to build and maintain our transportation infrastructure network."

Fernandez and her team are currently in the process of developing a program to allocate the projected $\$ 6$ billion in sales tax revenues from Measure B.

When Fernandez is not at the office, she enjoys hiking and biking around northern California. She also knits, crochets, bakes, and spends time with her two new grandchildren.

## METRO

## MCI Unveils A New Commuter Coach And More At EXPO

Posted on October 9, 2017


Motor Coach Industries (MCI), a subsidiary of New Flyer Industries Inc., plans for a busy and exciting APTA EXPO, including the unveiling of a new commuter coach with game-changing passenger accessibility features; expansion in parts, service and training support; and details on the electric commuter coach model.

It's the first APTA-EXPO Annual Meeting and equipment gathering where MCI will be on the show floor with New Flyer, featuring both leading brands, and positioned to be one of the biggest newsmakers at Atlanta's Georgia World Congress Center.
Offerings set for the show floor include:

- The latest Reliability Driven models in the MCI Commuter Coach Family, displaying a new standard of utility and comfort to serve local service and regional Commuter Rapid Transit (CRT)/Bus Rapid Transit (BRT) operations.
- Unparalleled accessibility for all public transportation passengers, including those using mobility devices.
- Plus one-stop, industry-wide service in transit parts, service and training.
"We've always been excited to come to APTA, but 2017 is a landmark year for us in terms of our products and where we see public transportation going," said Ian Smart, MCI President. "The partnership of MCI and New Flyer within the NFI Group is less than two years old, but it couldn't have come at a better time - we fully intend to redefine road- and highway-based public transportation in North America."


## The Commuter Coach

Both New Flyer and MCI have a philosophy based on reliability of product, service, and support. The latest Commuter Coach models prove that philosophy is stronger than ever.

At Booth \#7819, attendees will have the chance to inspect a current 2017 MCI Commuter Coach that comes with an impressive set of features, including Kiel North America Avance 2010 seating for 55 passengers, a Transmark Mobile View nine-camera color surveillance system, 110 -volt power outlets with USB plugs at every seat, and slide-out baggage bay bike racks.

The MCI Commuter Coach, which is Buy America-compliant and Altoona-tested, is specifically designed for express service at highway speeds. As for total low cost of operation, it offers the highly competitive per-seat price and workhorse reliability long-time MCI customers have come to expect. And as distance transit systems like CRT continue to grow, the MCI Commuter Coach's Reliability Driven reputation makes it the industry's best choice for this flexible, economical, and environmentally sound mass transit alternative.

## Next-generation D Series model

MCI also plans to advance the North American commuting paradigm with an all-new model that improves passenger accessibility for all. "We want to give public transportation agencies the ultimate Commuter Coach model that offers the comfort and safety features our operators expect while delivering the latest operational efficiencies with faster boarding and dwell-times," said Patrick Scully, MCI VP, sales and marketing.

APTA attendees will be among the first to see the new model at its unveiling on Monday.
As for comfort and performance, the new model expands MCI's legacy for reliability, safety and performance.
"It offers a rugged semi-monocoque structure and comfortable seating, advanced safety features and a new, exciting modern-styling," explains Tom Wagner, MCI VP, public sector. "Transit systems will find a vehicle that not only provides greatly enhanced accessibility; they'll have a workhorse which enables expansion of commuter service into new areas."

As one of the industry's earliest advocates for green transportation, MCI is going to make its most versatile and accessible coach in an electric version with order availability in 2018 and deliveries starting 2020. The electric model will leverage New Flyer technology, taking advantage of its extensive manufacturing and multiple varieties of zero-emission buses (ZEBs) including battery-electric, trolley-electric, and hydrogen fuel-cell electric.

At APTA, attendees will also have plenty of opportunities to learn all about MCI's latest advances in clean-diesel, diesel-electric, and CNG on the show floor.

## Parts, service, and training

MCI has been supplying parts, service, and training advice for more than 80 years to every brand in the coach and bus market. Still, there's more room to go -- and grow.

MCI parts representatives will showcase a wide range of components for most transit bus makes and models, as well as those for MCI Commuter Coaches. MCI's parts organization includes an entire team focused on responding quickly to procurements for transit parts. MCI has been making major investments in its inventory of both OEM and Coach Guard parts, with a special transit team to handle complex bids, facilitate ordering, and offer technical support.

In addition, MCI staff will be on hand to demonstrate the MCI Companion App also gives coach operators $24 / 7$ access to parts and service ordering and advice for regular operations and emergencies.

Attendees will also get the chance to learn about its fast-growing MCI Academy division, which just became the motorcoach industry's first-ever training provider to receive National Institute for Automotive Service Excellence accreditation. MCI joins an elite group of companies serving the entire automotive and trucking industry with MCI Academy's unique onsite and online programing educating mechanical teams at MCI's Louisville training headquarters and at operator sites throughout North America.

## Forbes

## Take A Seat, Tesla; The Real Revolution In EVs For The Masses Is On The Bus

By: Alan Ohnsman, Forbes Staff<br>Oct 9, 2017



A double-decker electric bus on display at BYD's expanded factory in Lancaster, California, on Oct. 6, 2017.
As Elon Musk struggles to smooth out assembly-line glitches with Tesla's first semi-affordable electric car a very different effort to bring battery-powered vehicles to the masses appears to be moving faster.

China's BYD and California-based startup Proterra are vying for leadership in the fast-growing U.S. market for electric buses, while New Flyer, North America's dominant maker of transit vehicles, is also eyeing bigger sales of emission-free models.

BYD opened a dramatically enlarged plant in Lancaster, California, this month that's designed to make 1,500 electric buses, delivery vehicles, forklifts and trash trucks a year, the largest such facility in the U.S. That followed Proterra's opening of its second bus factory in July, near Los Angeles. Led by Tesla veterans, Proterra also said Monday it will supply its longest-range battery packs to Belgian coach-
maker Van Hool, and has upgraded its electric drivetrain to boost horsepower and acceleration.

BYD is a dominant force in China's electric vehicle market and wants to replicate that success in the U.S. Proterra seeks to stand out as the tech leader, touting cutting-edge battery packs and electric motors to quickly convince transit operators to dump diesel and embrace electrification.
"When we can design and build (components) ourselves we get far better performance at much lower prices, and that's really going to help us continue down the cost curve and continue up the performance curve," Matt Horton, Proterra's chief commercial officer told Forbes. "It's going to be so clear that electric is better than diesel that the conversation, we think, about diesel fuel will be over in public transit in just a couple years."
(For more, see Proterra's Ryan Popple Is On A Mission To Electrify The Transit Bus Business in the December 20, 2016 issue of Forbes)

Battery buses have been on the road in small numbers for years, limited by high prices, range and charging infrastructure. Steady improvements in cell and pack design, as well as better software to monitor and manage thermal issues have boosted performance and brought costs down from about $\$ 1$ million per vehicle a few years ago to about $\$ 700,000$ today. That's still much more than a diesel bus, at about $\$ 400,000$, but electric busmakers argue that lower fuel and maintenance costs more than pay back that upfront premium.

The market for transit buses in the U.S. and Canada is around 6,000 units a year, according to New Flyer, a fraction of the 21 million passenger vehicles sold in the two countries in 2016. Yet electrics will account for a bigger share of the transit market this year, with up to $7 \%$ of new buses being battery powered, according to interviews with industry executives, compared with about $1 \%$ for passenger vehicles. While bus sales are relatively small, they have a big impact: Personal vehicles typically carry one or two passengers a day; each urban transit buses carry hundreds.

Musk argues that electric vehicles, ideally repowered with solar energy, are a critical tool to reducing carbon. An increasing number of transit agencies agree with him and want petroleum alternatives to minimize emissions. Major U.S. cities including Los Angeles, Seattle and New York are looking to ultimately shift to entirely zero-emission transit, while Philadelphia, Nashville, Chicago and numerous others are adding more electrics to their fleets.
"Absolutely we are seeing the trend of zero or near-zero" buses, New Flyer CEO Paul Soubry told Forbes. "In 2017, the number that will be electric will be somewhere between 300 to 400 . Next year will be progressively more."

The industry will shift is "not going to be dramatic, but will be a progressive evolution and acceptance of electrification," he said. Unlike BYD and Proterra, which sell only electrics, it supplies transit agencies with the powertrain option customers determine best suit their needs, Soubry said.

New Flyer's share of transit bus sales was $45 \%$ in 2016, and included diesel, natural gas, hybrid and electric models. Still, the company recently invested an additional $\$ 25$ million into its R\&D facility in Anniston, Alabama, where it also makes buses, to study improved ways to electrify its products, as well as autonomous and connected vehicle technology.


A 45-foot Van Hool CX motor coach that will be available with Proterra's longrange battery pack.

Proterra recently demonstrated a battery pack capable of propelling ones of its Catalyst buses more than 1,100 hundred miles on a single charge. While no transit route requires that so range on a daily basis, the new pack opens up the possibility of electrifying buses for tour operators, sports teams and touring musicians, Proterra's Horton said.

In its arrangement with Van Hool, Proterra packs will be used for corporate coaches operated by Bay Area tech companies, he said, declining to provide financial details of the company's first supply deal.

For its part, BYD intends to boost both electric bus sales to U.S. customers, and go after nascent demand for battery-powered commercial vehicles, trash trucks and forklifts, aided by the expanded capability of its Lancaster factory. With its sales in China, BYD describes itself as the world's largest maker of electric vehicles.
"With the ability to manufacture 1,500 buses per year and create hundreds of jobs in the process, this facility stands as proof that green technology is not just good for the environment, but good for business," Wang Chuanfu, BYD's billionaire founder, said at an Oct. 6 ceremony. Berkshire Hathaway, a long-time backer, currently owns about $8 \%$ of BYD.
"The fleets of vehicles being deployed here are being deployed across America, making zero emissions heavy-duty vehicles the new normal."


Attendees at BYD's plant opening event included Kevin de Leon, California Senate President Pro Tem, left, BYD America President Stella Li, BYD Chairman and President Wang Chuanfu, House Majority Leader and Congressman Kevin McCarthy (R-Bakersfield) and Los Angeles County Supervisor Kathryn Barger, right.

## Infrastructure Spending Bill Sliding Down Agenda

By Melanie Zanona - 10/04/17


President Trump's change of heart on a core component of his $\$ 1$ trillion infrastructure package has left the entire effort in doubt.

Trump is now questioning behind closed doors whether public-private partnerships are an effective tool, raising fresh questions about how the massive rebuilding project would be paid for.

And the Trump administration, which initially promised to release a legislative package by late summer, likely won't be focusing on the issue until after tax-reform legislation progresses.
"We've seen their outline, but that's continuing to be adjusted," Rep. Bill Shuster (R-Pa.), chairman of the House Transportation and Infrastructure Committee, told reporters Tuesday. "We hope they're going to make it public in the next week or so. It will be more of an outline or principles, so we can move forward and put meat on the bones."
"We've been talking with the administration for the last several months, developing, talking, giving our advice on what we think is doable, what's not doable," he added.

Once billed as a 100-day priority for the administration, Trump's promise to rebuild U.S. roads, bridges, airports and other public works moved to the back burner as Congress wrestled with health-care legislation.

The White House outlined a brief sketch of Trump's infrastructure vision in his budget request earlier this year, vowing to release more details in the third quarter or early fall.

But the rebuilding proposal continues to take a back seat to other priorities. For now, the No. 1 issue is tax reform. If and when a tax bill passes, which could take months, Republicans have talked of returning to health care.

That dynamic has raised doubts about whether there will ever be time on the agenda for Trump's infrastructure bill. Those doubts prompted Democrats on the Senate Environment and Public Works Committee to formally request more details from the administration about Trump's plan and the path forward.
"It's disappointing that, nine months in, we still have not seen any substantive infrastructure proposal from the administration," said Sen. Tom Carper (D-Del.), ranking member on the Environment and Public Works panel. "You have to be willing to present your ideas to the public and say, 'This is what we ought to do.'"

One of the biggest question marks hanging over the package is whether it will include a heavy emphasis on public-private partnerships.

The administration has said all year that Trump's rebuilding plan would spend $\$ 200$ billion to leverage $\$ 1$ trillion worth of overall investment. It would do so, officials said, by offering financial incentives to the private sector and state and local governments, which would then pick up the rest of the tab.
"A great agency ... has public-private partnerships. For every $\$ 1$ of federal dollars, there's $\$ 40$ of private sector spending," Speaker Paul Ryan (R-Wis.) said on the "Charlie Rose Show" earlier this year. "We want to leverage as much private-sector dollars as possible to maximize the fixing of our infrastructure."

But Trump appears to have soured on the idea, according to Democrats who met with him last week at the White House.
"He ruled out public-private partnerships," Rep. Richard Neal (D-Mass.), ranking member on the House Ways and Means Committee, told reporters. "He hinted that was a public responsibility."

Rep. Peter DeFazio (D-Ore.) also said he had a "very good conversation" with Trump's infrastructure policy adviser, DJ Gribbin, about whether the White House would still be pushing an idea it previously endorsed known as "asset-recycling." The process entails selling off underused public assets to the private sector and using the proceeds to pay for other transportation projects.
"I think the president was, from the people I know at the meeting, very explicit for his distaste for [public-private partnerships] generally, and that would certainly include asset-recycling," DeFazio, ranking member on the Transportation Committee, told reporters last week.

The White House said in a statement that there are "legitimate questions" about how publicprivate partnerships can be incorporated into an infrastructure package.

Public-private partnerships "have been a part of the administration's research into generating the trillion-dollar infrastructure investment that the President has promised, but they are certainly not the silver bullet for all of our nation's infrastructure problems, and we will continue to consider all viable options," a White House spokeswoman said.

The private sector model has drawn pushback from Democrats and rural Republicans.
Lawmakers in rural areas are concerned that private firms would only be attracted to projects in populous, urban areas that can recoup their investment costs.

And Democrats have slammed the idea as a "corporate giveaway" that will only lead to more tollways around the country. They would rather see direct federal spending on infrastructure.
"I don't have a positive sign that they're willing to put up more money yet, but at least they're not going to go down a dead-end path, which is asset-recycling," DeFazio said.

The potential shift in Trump's strategy on infrastructure raises questions about how the hefty plan will be paid for and whether Republicans will be on board.
"I don't think it's possible to do a bill that doesn't have a mixture. It's an all-of-the-above solution ... [public-private partnerships] are a piece of a puzzle. States are contributing, they're partnering," Shuster said. "All of us working together is I think how we get to the $\$ 1$ trillion number."

Fiscal conservatives, who have long been reluctant to back massive federal spending on transportation, have insisted that any infrastructure proposal be fully paid for and include a focus on public-private partnerships. They say the private sector can carry out transportation projects more efficiently than the federal government.

While many Republicans are reserving judgment until they see Trump's plan, some lawmakers on the Transportation Committee acknowledged their desire to include public-private partnerships.
"I'm not drawing any lines in the sand, but ... I'd hate to see them go away," said Rep. Blake Farenthold (R-Texas).

## METRO

## UC San Diego To Test Driverless Vehicles On Campus

Posted on October 2, 2017


Photo: Navya
SAN DIEGO - UC San Diego will be conducting a study of self-driving cars on campus coming this January, which will consist of testing the vehicle technology to deliver mail around campus, reported The Guardian.

In addition to mail delivery, the self-driving cars may also act as a resource to facilities management by providing data on the quality of campus roads, the report said.

Henrik Christensen, the founding director of the Contextual Robotics Institute, which is leading the research, hopes to upgrade to a transportation system after the mail delivery system has been smoothed out, according to The Guardian.

## MASS TRANSTI

## IN: Driverless Bus Demonstration Gives Residents Brief Access to the Future

## Oct 2, 2017 Source: McClatchy

A vision of Bloomington's potential future paced East Kirkwood Avenue Friday, a nearly silent bus with no one behind the wheel.

Bloomington got its first look at last-mile technology as groups of 12 rode in the what city officials said was the state's first electronic autonomous bus exhibition.

For a little over six hours, the bus drove back and forth along a programmed route between North Indiana Avenue and North Lincoln Street.

EasyMile, the French company behind the driverless bus, worked with Bloomington Transit General Manager Lew May to demonstrate the EZ10 model, a sleek white cube-shaped shuttle that caught pedestrians' eyes as it weaved through traffic cones.
"We wanted to show the public what this would look like, to give them a tangible and interactive way to see Kirkwood without any cars," Bloomington Innovation Director Tom Miller said.

The incorporation of autonomous vehicles, electric bicycles, car-sharing programs and other alternative transportation modes aren't just attractive to young professionals; they're also systems that can change a city's design, Miller said.
"All of this stuff is the future, and instead of designing our city around car traffic, we can figure out other ways to get people from point A to point B, " he said. "We're not, tomorrow, suddenly going to get rid of cars. But for us, to be a cutting edge city, we need to put ourselves in contact with this technology."

The exhibition is one in a long line of technological advancements employed by Bloomington Transit. May said in 2003, the city debuted its soy, bio-diesel bus. By 2006, the city had its own hybrid electric bus in circulation. And then on Friday, free rides on the battery-powered autonomous bus.

It was the first event in a series dubbed Fast Forward Bloomington, events highlighting cutting-edge technology's role in the city.

During the event, CEO Carl Cook of Cook Group Inc., demonstrated a replica of the first horseless carriage in Monroe County. The 1897 technology shared the road with more modern technology, including Pedego's electric bicycles.

The first group to be shuttled during the event included: Cook; Cook Group President Pete Yonkman; Susan Sandberg of the Bloomington City Council; Lew May, general manager of Bloomington Transit; 10-year-old activist Zoe Waters, from the Community Council on Accessibility; Indiana University Provost Lauren Robel; Andrea Mobley, of the Monroe County Community School Corp.; 12-yearold philanthropist Toby Thomassen; and Melanie Walker, CEO of Tasus Corp.

Transportation access is especially important to Karin Willison and her service dog, Aria. Willison, who has had cerebral palsy since birth, was on the second ride of the day.
"Where I live in Bloomington, I'm not on any of the transport routes, so I have to get into town before I can get into the bus system," Willison said, noting how needed last-mile systems are in rural areas. "It's an area that isn't really served."

Willison writes for The Mighty, a website where contributors tell stories related to mental or physical disabilities. While more and more systems -- including the EZ10 -- have wheelchair ramps, Willison said Friday's demonstration was one more alternative to the expensive investment a person with disabilities must make to buy a wheelchair-accessible car.

She'd nearly missed the demonstration when a friend offered up a reserved spot on the bus. Now, it's an experience she'll likely refer to when she speaks on an upcoming panel about transportation and disability.

## Mass Thansit

## NY: NFTA Envisions Fancy Downtown Bus Hub

Robert J. McCarthy On Oct 2, 2017<br>Source: McClatchy

Sept. 30--The fanciest bus shelter you ever saw is taking shape on the drawing boards of local transit planners.

And if the Niagara Frontier Transportation Authority succeeds in gaining about \$3 million from Albany and Washington, a new "linear transit hub" also will appear along North Division Street and eventually outside the downtown bus terminal, too.

The transit agency has approved preliminary plans for a Metro Bus hub offering amenities and providing an eventual direct link to Metro Rail's nearby Church Street station. The structure will feature a far different look and feel than standard bus shelters -- with passengers waiting on benches under canopies -- and will complement one of the busiest stops in the Metro Bus system.
"We're trying to create a better environment for transit users waiting for a bus, no matter whether it's summer or winter," said Thomas George, NFTA director of public transit. "It will be everything you could possibly want in one contiguous area."

One of the most important elements of the linear concept, he added, is the direct connection along North Division Street to the Church Street Metro Rail station on Main Street.
"When you get off a bus, it's just a natural progression from one mode of transit to another," George said.

It will serve not only those connecting to and from the busy Metro Bus hub, he said, but intercity bus passengers using the downtown terminal, as well.

The downtown station's role for bus passengers on lines like Greyhound, Trailways and Megabus could change in coming years if state planners opt to combine intercity bus and rail operations for a new facility slated for Exchange Street. But
even if that move occurs, the NFTA still envisions continued use of the downtown station and its new outdoor shelter as a major Metro Bus hub.

The linear transit hub would replace the busy shelter outside the downtown bus terminal as well as the stop on North Division Street between Main and Washington streets. It would provide transit riders with a one-stop facility to connect with outgoing and incoming buses, as well as with Metro Rail at the Church Street Station.

No timetable is set for constructing the new structure, because grant money has not yet been obtained. But George said he is "hopefully optimistic" that state and federal funding will come through, and has so far gained authority approval to pay for preliminary designs.

Planners envision canopies along a North Division Street parking ramp between Washington and Ellicott Streets covering the entire block with an expanded waiting area for riders. Similar structures are planned in future steps next door at the downtown bus terminal, officially known as the Metropolitan Transportation Center.

George said "more efficiency in passenger boardings" will result as the new structure replaces the far less elaborate shelter outside the bus terminal. Benches throughout the structure may not seem like a big deal, he added, but succeed in creating a more welcoming and positive environment. And technology such as electronic "next bus" signs also attract riders.

The NFTA project coincides with the ongoing $\$ 5.6$ million redesign of North and South Division streets sponsored by the state Department of Transportation that replaces sidewalks, pavement and bicycle lanes between Main and Elm streets, and on Elm and Oak streets.

It also aims to revitalize the small islands of green known as Firemans Park and Five Flags Park along North and South Division streets to provide a more linear and direct connection to waterfront routes.

George noted that the NFTA Board of Commissioners has authorized planners to pursue the project, with more definite costs and design elements to be identified at a later date. Buffalo Place and the City of Buffalo have also given preliminary approval, he added.

## Santa Cruz Sentinel

## BART To San Jose: Is One Subway Tunnel Cheaper, Less Disruptive To Build?

By: Gary Richards, Bay Area News Group<br>10/1/17



Work continues on BART's Berryessa Station in San Jose, California, on Monday, July 17, 2017. (Karl Mondon/Bay Area News Group)


[^4]SAN JOSE $\gg$ Empty BART trains have been cruising along the 10-mile extension from Fremont to the Berryessa station in San Jose, testing equipment before opening next year.

But as that project winds down, the focus is shifting to the immense challenges to tunnel under downtown and finish the next six miles to central San Jose sometime in the next decade. The tunnel project could snarl traffic for four years on busy Santa Clara Street, keep customers away from nearby businesses, and put the VTA at risk of nearly $\$ 500$ million in extra costs. But the impact may vary depending on which tunneling method is chosen.

The key question: One bore, or two?
One approach means a longer walk to the next boarding area, more stairs, and dealing with security concerns on a known design versus a new approach.

The Valley Transportation Authority, which is building the tunnel, has recommended a single 45 -foot diameter subway bore. It would carry two tracks within the same tunnel, using a dividing wall between trackways. VTA argues the design will be cheaper and less disruptive during construction.

But the so-called single-bore option has not been widely tested. And design studies are only 20 percent complete, meaning full costs are a guessing game.

BART, which will operate the trains, prefers two single-track, 21 -foot tunnels. That would be similar to BART's 19th Street stop in Oakland, and what it uses on its existing 112-mile system. The twin-bore design is used globally by transit systems and design studies on the VTA project are 65 percent complete, meaning likely costs are better known.
"Sure you can design and build a one-bore tunnel but is that the right project?" said BART Deputy General Manager Bob Powers, who believes safety issues should get more consideration as well as potential costs that could add millions to the $\$ 4.7$ billion price tag. "BART has a completely different perspective.
"It's a 100 -year decision and we want to make sure we get that right."
VTA's Dennis Ratcliffe said his agency has another view: "In every category of consideration at least with regard to VTA staff opinion, the single bore is either equal to or superior to the twin bore."

The VTA had planned to vote on its options at its board meeting Thursday. But it canceled that vote until a later date to meet with BART and iron out issues.

But a quick vote is imperative, said VTA general manager Nuria Fernandez, citing looming deadlines to seek $\$ 1.5$ billion in federal aid.

If the twin bore wins out, there will be major impacts to Santa Clara Street between Market and Fourth streets during utility relocation and station excavation. Once the station is excavated, the VTA will use what is called "cut and cover" -- digging an opening, moving a massive 45 -foot
drill under the street and then covering it with metal plates to keep traffic on Santa Clara Street moving.

It'll dig one to two blocks and one intersection at a time below ground, and then move on.
Under the single-bore alternative, work often will be done on side streets adjacent to Santa Clara Street. VTA says this choice could shave 10 months off the four-year tunneling phase, trim $\$ 50$ million in costs and be less intrusive to pedestrians and traffic.
"There are some factors that are important to our city on costs that are not being thought about, like having our streets torn up for an extra 240 days," said VTA board member and City Councilman Johnny Khamis of San Jose. "Time is money. We're talking about our businesses not having access to roads, parking, all kinds of stuff for a year.
"For me, it's a clear decision."
Sharon Fredlund, the executive director of the Building Owners and Managers' Association in Silicon Valley, said her buildings surround the whole construction area.
"No access for my tenants, no access to parking and transportation disruption for not just months but years," she said.

Faster is far better, added Alfredo Diaz, owner of Diaz's men's clothing store on Santa Clara Street. His business fell 40 percent in the 1980s when light rail track tore up the downtown area.

The city and transit agency helped defray those losses, but so far there's no discussion of a similar help for the BART work.
"Am I worried?" Diaz asked. "Correct. The city and VTA should help us. BART might bring new customers, but this work will affect us a lot."

By comparison, the Fremont to Berryessa line has been a breeze. It's all at ground level on a path where Union Pacific freight trains once ran.

Now, BART trains are being used to test the communication systems, tracks and software. This is one of the milestones VTA and BART must achieve before opening for passenger service by June.

The downtown tunneling extension is far more complicated. It involves moving the mammoth drilling device, trucks needed to haul away dirt, care taken for proper ventilation, monitoring underground water tables and shifting soil near Highway 101-Berryessa.

Plus, stations must be designed so riders can get from an underground platform to Santa Clara Street in six seconds during an emergency.

From a tunnel with one bore or two.

## Ford, Lyft Team For Development, Deployment Of SelfDriving Cars

Posted on September 28, 2017


The idea of the partnership is that, one day in the future, a user can order a car through the Lyft app and have a self-driving Ford arrive at their doorstep to take the user to their destination.
Photo: Ford

NEW YORK - Lyft and Ford announced they will team up on the development and deployment of self-driving cars. The agreement will see Ford putting selfdriving vehicles on Lyft's open platform, which will allow Ford to integrate into Lyft's ride-hailing system and access a number of real-life driving scenarios from which Ford's self-driving cars can learn how to act and react, CNET reports.

The idea of the partnership is that, one day in the future, a user can order a car through the Lyft app and have a self-driving Ford arrive at their doorstep to take the user to their destination. While there is no specific timeline for the deployment of its self-driving cars on Lyft's network, Reuters reports that Ford wants deployment "in large numbers" by 2021.

## Mass Transit

## Public Transportation Riders See Stability in Transit Cost as Gas Prices Rise

## Source: American Public Transportation Association Sep 27, 2017

Gasoline prices are on the rise, which makes public transportation a stable choice for daily commuting. A gallon of gas costs forty cents more than it did this time last year. While the price at the pump may rise and fall due to extreme weather events, public transportation will allow you to plan for your commuting costs while saving money.

The average annual savings is $\$ 9,946$ for a person who switches his or her daily commute from driving to taking public transportation, according to the American Public Transportation Association's September Transit Savings Report. Individuals who ride public transportation instead of driving can save, on average, more than $\$ 829$ per month.

These savings are based on the cost of commuting by public transportation compared to the cost of owning and driving a vehicle. Driving costs include the September 20, 2017, national average gas price ( $\$ 2.61$ per gallon, as reported by AAA) and the national unreserved monthly parking rate.

APTA releases this monthly Transit Savings Report to examine how an individual in a two-person household can save money by taking public transportation and living with one fewer car.

The national average for a monthly unreserved parking space in a downtown business district is $\$ 166.26$, according to the latest report of the Colliers International Parking Rate Study. Over the course of a year, parking costs for a vehicle can amount to an average of $\$ 1,995$.

The top 20 cities with the highest public transit ridership are ranked in order of their transit savings based on the purchase of a monthly public transit pass. The savings also factor in local gas prices for September 20, 2017, and the local monthly unreserved parking rate.*

| City | Monthly | Annual |  |
| :---: | :---: | :---: | :---: |
| 1 | New York | \$1,233 | \$14,800 |
| 2 | San Francisco | \$1,097 | \$13,167 |
| 3 | Boston \$1,078 | \$12,940 |  |
| 4 | Philadelphia | \$1,002 | \$12,028 |
| 5 | Seattle \$987 | \$11,849 |  |
| 6 | Chicago \$973 | \$11,682 |  |
| 7 | Honolulu | \$945 | \$11,344 |
| 8 | Los Angeles | \$938 | \$11,250 |
| 9 | San Diego | \$889 | \$10,663 |
| 10 | Portland | \$882 | \$10,581 |
| 11 | Minneapolis | \$864 \$ | \$10,365 |
| 12 | Baltimore | \$852 | \$10,229 |
| 13 | Denver \$851 | \$10,211 |  |
| 14 | Washington, DC |  | \$836 \$10,029 |
| 15 | Pittsburgh | \$821 \$ | \$9,852 |
| 16 | Cleveland | \$802 | \$9,620 |
| 17 | Atlanta \$793 | \$9,511 |  |
| 18 | Miami \$790 | \$9,481 |  |
| 19 | Dallas \$775 | \$9,302 |  |
| 20 | Las Vegas | \$764 | \$9,168 |

*Based on gasoline prices as reported by AAA on 9/20/17

## Methodology

APTA calculates the average cost of taking public transit by determining the cost of the average monthly transit pass of local public transit agencies across the country. This information is based on the annual APTA fare collection survey and is weighted based on ridership (unlinked passenger trips). The assumption is that a person making a switch to public transportation would likely purchase an unlimited pass on the local public transit agency, typically available on a monthly basis.

APTA then compares the average monthly transit fare to the average cost of driving. The cost of driving is calculated using the 2016 AAA average cost of driving formula. That formula is based on variable and fixed costs. The variable costs include the cost of gas, maintenance and tires. The fixed costs include insurance, license registration, depreciation and finance charges. The comparison also uses the average mileage of a mid-size auto at 23.1 miles per gallon and the price for self-serve regular unleaded gasoline as recorded by AAA on September 20,2017 at $\$ 2.61$ per gallon. The analysis also assumes that a person will drive an average of 15,000 miles per year. The savings is based on the assumption that a person in a two-person household lives with one fewer car.

In determining the cost of parking, APTA uses the data from the 2012 Colliers International Parking Rate Study for monthly unreserved parking rates for the United States which is the most recent report available.


## Can Public Transportation Save the World from Climate Change?

Posted on September 26. 2017 by Janna Starcic -

(settyImages-171377472
As the Paris climate change agreement was being put together. debated, and finalized in December 2015, it was becoming increasingly clear that cities would be an important. if not essential. factor in whether nations could meet their greenhouse gas reduction targets. And for most countries, increasing - and greening - - public transport services are an integral part of cities* plans. 'that thinking was no different in the L.S., as cities and states began preparing their plans to meet targets agreed to in Paris by the American delegation.

The onus on state and city strategies became even greater this year. when the new administration announced its intention to withdraw from the accord just after President Trump was inaugurated in January and confirmed in June. As more and more eities announced their plans to keep the Paris commitments despite the president's decision, that also meant public transportation agencies would be asked to help more.

To be sure. many of the decisions that were taken were in the works before Trump was sworn in. But the pace of adoption of climate change goals that were compatible with laris clearly increased.

## Transit Caught In Federal, Local Tension

It was clear that many cities and states were preparing to resist many of the new administration's policies. ranging from health care to criminal justice reform to immigration. and of course. on the environment. After all, he campaigned on reversing many of those that were either supported or enabled by his predecessor. Perhaps even more than all others except immigration. climate change became a central focus of dispute.

Caught in the middle of it all has been public transportation. The industry's transition to rero emissions and a greater share of the commute market are viewed by adrocates as central to achiere the Paris Sgreement's goal of limiting carbon emissions to a level that would cause at most atwo-degree (elsius rise of average global temperatures. On the other side are those in Trump's leadership team who think that neither transit nor limiting mankind's contribution to climate change is important: indeed. many of them. such as Office of Management and Budget Diector Mick Mulaney. view both the agreement and transit funding as wasteful and unnecessary impediments to economic growth and prosperity.


Former New Y'ork City Mayor Michael Bloomberg with Executive Secretary of the (Nramework Convention on Climate Change Christiana Figueres and Paris Deputy Mayor Patrick Klugman. Photo via Compact of Mayors.

The July Paris Agreement withdrawal announcement was followed up a month later with a formal writen notice by the State Department to the Inited Nations. However. the written notice said the : Idministration will continue to participate in international climate change negotiations. including talks aimed at implementing the Paris climate deal. "to protect I.S. interests and ensure all future policy options remain open to the Administration."

I inder the terms of the December 2015 Paris Agreement. the L.S. can`t fully withdraw until Nov. 4.2020 one day after the next presidential election. That means that the next president could decide to rejoin the agreement if Trump doesn ${ }^{1}$ win a seeond term. which almost guarantees that it will be an issue in the next mid-tem Congressional and presidential elections.

In addition. the L.S. can't even legally notily the Cnited Nations that it is withdrawing until 2019.

## States And Cities Go It Alone

Not only a rising chorus of cities and states. hut also private industry and nonprofit institutions are making commiments to meet the core tenets of the Paris climate agrement on their own. The We Are Still In coalition includes signatures from orer 125 cities. nine states. 183 colleges and universities. as well as more than 900 businesses ( 20 of which are Fortunc 500 companies). The I.S. Climate Illiance is backed by 12 states and Puerto Rico. At least 369 T.S. mavors. representing 67.5 million Americans, bave now adopted the historic agreement. as part of the Climate Mayors agreement. including the 10 largest cities in America - Xew York. I os Angeles. Chicago. Ifouston. Philadelphia. Phoenix. San Antonio. San Dicgo. Dallas. and San Jose..- in both red and blue states.
"We will continue to lead." the Mayors Climate statement says. "We are increasing investments in renewable energy and energy efficiency. We will buy and create more demand for electric cars and trucks. We will increase our efforts to cut greenhouse gas emissions. create a clean energy: economy. and stand for environmental justice. And. if the President wants 10 break the promises made to our allies enshrined in the historic Paris Agreement, we ll build and strengthen relationships around the world to protect the planet from devastating climate risks."

It wasn't the first action to oppose the Administration on envirommental issucs. The Climate Mavors group had previously announced in . March that they would not enforce an executive order that rolled back the Obama idministration's policies to regulate energy production and reduce emissions. It has also joined lawsuits blocking the federal action.

## Bloomberg, Brown Marshall Local Forces

Within the same month as Trumps July announcement, California Gov. Jerry Brown and former Xew York City Mayor Michael J3loomberg launched America's Pledge on climate change, a new initiative to compile and quantify the actions of states. cities. and businesses in the L.S. to drive down their greenhouse-gas emissions consistent with the goals of the Paris Agreement.
"Reducing emissions is good for the economy and good for public health. The American government may have pulled out of the Paris Agreement. but American society remains committed to it - and we will redouble our efforts to achiere its goals. We re already halfway there."

- former New York City Mayor Xichael Bloomberg

Building on the We Are Still In momentum, the America's Pledge initiative will compile the announced commitments of all non-federal governments and organizations (known as "non-Party actors" by the Linited Xations Climate Convention), which will be summarized in a report that will track progress toward meeting the C.S. goals articulated in December 2015. how close the U.S. is coming to the nation's original Paris agreement commiments. and what will recommend what else needs to be done - presumably without the federal government. "In the U.S..
emission levels are determined far more by cities. states. and businesses than they are by our federal government and each of these groups is taking action because it's in their own best interest." said Bloombers in making the America's Pledge announcement. Bloomberg has also been appointed the Enited Xations Seeretary General's Special Invor for Cities and Climate Change.
-Reducing emissions is good for the coonomy and good for public health. The American govemment may hate pulled out of the Paris Agrement. hut American society remains committed to it --- and we will redouble our efforts to acheve its goals. We re already halfway there."

For his part. Brown was also recently named the L …. Special Advisor for States and Regions ahead of the Linied Xations: 23rd Conference of the Parties the Framework Convention on ( limate Change (COP23) that will be convened in Bonn. (iemany.

Brown and Bloomberg have enlisted the Rock! Mountain Institute and the World Resources Institute. which will provide the analytical efont tracking progress toward the Americas Pledge goals. Other stakeholders are said to be announced later this year. The lirst of the progress
 hosted by the Goternment of liji in Bonn. Germany.
$37^{\circ} \%$ of Californias greenhouse-gas emissions comes from transportation. Transportation is the (golden State's largest source of greenhouse gas, according to the state's Air Resources Board.

Ender Paris. the L.S. Xationally Determined Contribution is a $26 \%$ to $28 \%$ reduction in greenhouse gases from 2005 levels by 2025.

In addition, the Smerica's Pledge will devise and circulate a game plan for raising the bar and expanding the map when it comes to non-Party actors driving down C.S. emissions. This set of options. which will highlight the significant levers available to states. citios and businesses to further reduce I.S. emissions. will hopefully serve as a game plan for meeting the L.S. reduction targets under the Paris Agreement.
"I am convinced that to be effective action to address climate change must be taken at all levels of society. including by mayors. governors. local leaders. chief executive officers. and others." said I nited Xations Secretary-(iencral Antonio Guterres. "This is demonstrably not an issue that can be addressed by national govermments alone. The effort to aggregate and quantify the actions of subnational authorities and non-P'arty stakeholders in the l'nited States via 'America's Pledge" is welcome."

As these local and state elected officials. colleges. universities and business leaders issue Paris commitments. they are looking to public transportation as a means to their end in two ways. First. they are encouraging transit ridership though expanded transit budgets. employer provided passes. and other user incentives. California has been at the forefront of these actions, not least because transportation is the Golden State`s largest source of greenhouse gas emissions ( $37 \%$ of the total). according to the state's Sir Resources Board. That share is much higher than
nationatly. where transportation accounted for $29^{\circ} \%$ of ${ }^{\circ} \mathrm{S}$. greenhouse gas emissions. That share rose from 1990 s levels, when transportation accounted for $27 \%$ as Americans drove approximately $40^{\circ}$ o more in that time frame. according to the L.S. Finergy Information Administration.


By the year 2020. when the first round of longterm plans are due from countries participating on the Paris Agreement. the International Urban Transport Lion (LITP) projects that more than half of carbon emissions could be reduced by whe combined impact of second-generation biofucl. traffic flow. shifts to public transportation. and ecodriving measures." For most countries, the emphasis in that sentence is a mode shift to public transport.

While some believe that boosting public transportation's role will be outsripped by the rapid growth of ride hailing services, the carly returns do support that assumption. Most state and city officials believe that at the very least. public transportation will continue to play a significant role in reducing transportation-related greenhouse emissions.
139.000 metric-tons carbon dioxide emissions could be reduced annually in .iew York City over the next 25 years. with the use of transit or rideshare vehicles.

Still. some public transportation agencies are looking to expand transit use by ereating ridesharelike public transportation options. whether expanding lixedroute and on-demand services or embracing "microtransit" concepts. At the Los Angeles County Metropolitan Transportation Authority. officials at the new Office of Extraordinary Innovation have announced the beginning of a new demand-driven. microtransit strategy. which started with an industry forum to discuss technologies and strategies that can addresses the needs and changed expectations of riders while leveraging existing fixed-route services. From the forum. \etro officials hope that new partnerships and services will be bom.

These officials are betting that some new combination of mobile phones. sensors and (iPS tracking. tralfie data feeds. data analyics. and mapping software can put more transit or transitlike options at commuter's lingertips to help them reduce auto trips -- whether be additional walking or biking. taking more bus. train. and ferry trips or hailing more shared rides - - by aiding more consenient multimodal combinations that are quickest and cheapest.

It's estimated that if such info-tech-enabled. demand-driven transit could facilitate $30 \%$ of Xew lork Citys trips the total number of whele miles travelled would be reduced by 52 million irips amually. Such a reduction would also contribute mightily to relieve congestion on New York City streets. with 14 million hours in delay saved in a single sear. It would also save the city $\$ 959$ million on road repairs and reconstruction over 25 years. And for its part toward the U.S. Paris agreement goals? More such trips on transit or shared-ride vehicles could mean an amnaal reduction of 139.000 metrictons of carbon dioxide emissions.

## Zero-emission Buses Come To The Fore

The second way in which public transportation is being asked to help mee Paris goals at the local level is by converting bus fleets to all-electric vehicles. In just 2017 alone. three XIIEIRO Top 100 transit bus fleets have amounced commiments to conserting their entire fleets to clectric buses.

The largest such commitment. by Jos Ingeles . Merro. Was announced in July - and Paris was on the mind ol many of its board members during its board motion on the commitment. "As the federal government moves backward. here in I.os Angeles. we are moving forward." said Ios Angeles city councilman and Metro director Wike Bonin regarding the board rote. Ilis ageney has the second-most bus riders in the country and is the third-largest public transportation system by ridership. Many of the nation $s$ other larger public transportation agencies. including those in Philadelphia. Vew York City. and Chicago. are eycing the Los Angeles move. as well as similar commitments by Seatle's King County Metro and Southern Californa s Foothill Transit. All of these agencies have also begun testing smaller orders of electric huses.

Athough much of the funding for such buses has come from federal sources. including the FIA's I ow limission \%ero Fimission Bus Program, more money is also being committed by nonfederal sources to these actions. A new report from the I'.S. PIRGI:ducation lund estimates that S2.9 billion from the recent Volkswagen lawsuit settement will be directed to states to help fund transportation infrastructure, and the report strongly recommends using the mones to purchase clectric rehicle fast-charging stations for highwas along with an ageressive expansion of allelectric transit buses.

According to the terms of the VW settement. supplemented by a second settement agreement. agreed to by VW and the Deparment of Justice. WW will pay a total of up to $\$ 22$ billion in damages for their role in violating federal clean air laws by selling more than half-a-million vehicles with its "clean diesel" marketing that actually emitted up to 40 -times the legal limit of dangerous N()x pollution.


It least 369 [.S. mayors. including those pictured here at a l. S. Conference of tavors meeting, have adoped the Paris climate agrement. Photo via Compact of havors.

Of the civil damages outlined in the settement. most of the money V'Th is required to spend will go toward compensating affected consumers. Another St.9 billion will be divided into two separate funds 10 mitigate the envirommental damages $V$ " 16 caused. of that $\$ 4.9$ billion. $\$ 2.9$ billion will be placed in an lenvirommental Mitigation Trust (IXIT) and sent directly to states hased on the number of affected rehicles in that state.

The U.S. PIRG report recommends that states use the maximum allowable amount of lixl lunds. $15^{\circ} \%$ on the purchase and installation of fast-charging stations for the state shighways: but it also recommends that the remaining $85^{\circ} \%$ of that trust fund be used to for grants to transit agencies to procure all-clectric bansit buses.

## Public Continues To Support Paris Goals

To be sure. the anouncement that the L.S. would eventually withdraw from the Paris agreement has to be seen as a setback for global efforts to combat climate change. Despite that move. however. others are joining fores to fill the breach. Public opinion polls continue to oppose C.S. withdrawal from the Paris agreement and support continued L'S. efforts to combat climate change.

To what degree the gap in progress toward I.S. goals can be filled, and how soon. is uncertain at this point --... the first real measure of progress not only in the L.S. but elsewhere. will be known in Covember at the COP 23 meeting in Germany. Thus far. howerer. the response to the July amouncement has been encouraging. and transit can share in some of the credit.

## METRO

## L.A. Metro To Invest \$9M In Affordable Housing Near Transit

Posted on September 25, 2017


Metro96
LOS ANGELES - NBC Los Angeles is reporting the Los Angeles County Metropolitan Transportation Authority (Metro) is tagging $\$ 9$ million for a loan program aimed at spurring affordable housing near its stations.

The Metro Affordable Transportation Connected Housing Program is part of a public-private partnership to loan money to developers to build more affordable housing within a half-mile of transit lines, which in turn could encourage more ridership.

Jenna Hornstock, executive officer for Metro's Transit-Oriented Communities programs, said the loans will help preserve affordable units in areas that are gentrifying and go toward helping to build roughly 1,800 new units.


## SB 1 Under Attack

Scptember 2017 Issue
Dueling GOP-Backed Initiatives Seek to Overturn Landmark Transportation Funding Package


Governor Jerry Brown speaks to reporters outside his Capitol office following the State Legislature's passage of Senate Bill 1 on April 6. The Governor signed the transportation infrastructure funding package on April 28.

Senate Bill 1, the Road Repair and Accountability Act passed in April by a two-thirds vote of the California Legislature, is now under attack from two potential statewide ballot measures.

The funding package, which marked the culmination of more than two years of advocacy from the California Transit Association, Governor Brown, legislative leaders and many others, provides more than $\$ 5$ billion annually for transportation improvements, including $\$ 700$ million each year for public transportation systems. SB 1 funding represents the biggest new state commitment to public transit in more than 40 years.

Two proposed initiatives to repeal SB 1 have been filed and both aim to qualify for the November 2018 California ballot. It's too early to tell if either will be on the ballot. In order to qualify, proponents will need to collect hundreds of thousands of signatures.

The California Transit Association and Fix Our Roads coalition will be leading efforts to protect SB 1.

We encourage all members to educate your constituents on the important local projects SB 1 will help fund. We know the public strongly supports fixes to our transit and transportation network. We need the voters to understand that these initiatives will rob their communities of essential funds to fix potholes, strengthen and expand public transit, make road and bridge safety improvements, and ease traffic congestion.

## What do the initiatives do?

The first initiative, filed by Assembly Member Travis Allen (R-Huntington Beach), is on the verge of being approved for signature gathering. Allen is running for Governor in November and is presumably using this initiative as a platform. The Allen initiative repeals SB 1, including the new taxes and fees as well as the programs funded by the new revenues. The initiative would also repeal the strong accountability requirements embedded in SB 1. It is unclear whether Assembly Member Allen will have the $\$ 2-\$ 3$ million needed to gather the signatures required to qualify it for the ballot.

A second repeal initiative, publicly spearheaded by former one-term San Diego City Councilman and current talk radio host Carl DeMaio, was filed in mid-September and will be cleared for signature gathering in midNovember. While having the practical effect of repealing SB 1, the DeMaio
measure would take the further step of enshrining a constitutional amendment that would require not only SB 1 but all future increases in the state's gas tax and any future increases in vehicle fees to be approved by voters.
"I can't believe the proponents of this ballot measure really want Californians to keep driving on lousy roads and dangerous bridges," Governor Brown said in a statement. "Taking billions of dollars a year from road maintenance and repair borders on insanity."

It is being rumored that the DeMaio initiative is actually backed by Congressional Republicans who hope it will bring GOP voters to the polls in November 2018.
"We are informed that these repeal efforts are a cynical attempt by Republicans to place a 'red meat' issue on the ballot in order to boost GOP turnout, given that the top-two primary system means it's very likely there will be no Republican candidate for Governor on the General Election ballot next year," observed California Transit Association Executive Director Joshua W. Shaw. "However, this strategy is short-sighted. Republicans, like Democrats and Independents, all want to see our roads and transportation systems fixed, and we'll be sure to educate voters of all parties that these initiatives are a political ploy that will take away funds for transportation improvements in every community."

The Association is one of many organizations that make up the Fix Our Roads coalition, which played an instrumental role in the passage of SB 1. In a response to the filing of the Allen initiative, the group stated. "Voters strongly support additional funding to fix our state and local transportation infrastructure ... It's hard to view this Initiative as anything more than the same old obstructionist politics that Californians are tired of."

DeMaio is also the brains behind an effort to recall State Sen. Josh Newman (D-Fullerton). While a sufficient number of signatures have been verified to allow the recall vote to proceed, the effort has been hampered by complaints that recall supporters deceived petition signers by mischaracterizing the effort as a movement to repeal the taxes enacted by SB 1.

## Two Transit Centennials

Muni Heritage Weekend Celebrates 100th Anniversatries of Motor Coach Service and the J-Line


The 100th anniversaries of motor coach service and the I-I ine were celcbrated this month during Muni Ileritage Weekend in San Francisco, with rides on restored vintage vehicles, including an open-top 1934 boat tram from Blackpool, England. The sixth annual Muni Heritage Weekend took place on Saturday and Sunday, September 9 and 10 and was put on by the San Francisco Municipal Transportation Agency, which owns and operates Muni, and Market Strect Railway, the SFMTA's nonprofit preservation partner. As part of the celebration there were a variety of display's and related events to celebrate the positive ongoing role of public transit in San Francisco.

Vintage buses built from 1938 to 1990 operated on two routes, both departing from Market Street Railway's San Francisco Railway Muscum. Also on hand were two trolley coaches, a 1950 Marmon-Herrington 776 and a 1975 Flyer 5300. Some of the vintage buses served double duty as pop-up galleries featuring photos from the SFMTA Photo Archive. Riders were encouraged to climb aboard the free rolling galleries for a ride that offered a glimpse of the past.

The special J-line centennial service featured Muni's very first streetcar, 105-year old Car 1, and 65-year old streamlined "PCC" streetcar 1040, the last of 5,000 of this streetcar type built in North America. The buses included vintage 1938 White Motor Company gasoline coach 042, which served Coit Tower on the 39 -line for almost 40 years. It is one of the oldest buses owned by a U.S. transit agency and is restored to its original orange and black Muni paint. It was joined by 1970 GMC diesel bus 3287, familiar to many long-time San Franciscans for its red and yellow paint scheme, modeled after the California Street Cable Car livery. AM General motor coach 4154, built in 1984 and wearing its original livery created by famed San Francisco industrial designer Walter Landor, was also in service, along with 1990 Orion coach 9010.

One of America"s oldest strectcars, the 1896 "dinky" numbered 578, which a Muni predecessor ran along Oak and Page Strects before the 1906 earthquake and fire, shuttled passengers along The Embarcadero between the F-line Steuart Street stop and Pier 39. It was joined by 103 -ycar old Muni Car 130, bought to take San Franciscans to the 1915 Panama-Pacific International Exposition, and one of Muni's popular 1934 vintage open-top "boat trams" acquired from Blackpool, England for Muni by Market Street Railway. Rides on all three streetcars were free.
"San Francisco has been a great transit city for 150 years," said Rick Laubscher, president of Market Street Railway. "We're proud to support Muni Heritage Weekend to give the public a rare chance to actually ride the full array of our city's historic transit vehicles, buses as well as streetcars and cable cars, all of them truly museums in motion."

The San Francisco Railway Museum also hosted a special sale of transit books and memorabilia both days to benefit Muni's non-profit preservation partner Market Street Railway. Talks on San Francisco's transit history were given at the museum both days and authors of local transit books held book signings.
"Public transportation is what has kept San Francisco moving and developing for well over a century, and is more important today than ever," says Ed Reiskin, SFMTA Director of Transportation. "Our displays will show just how important Muni has been not only to the city"s past and present, but will also show its vital importance to San Francisco's future."

Classic, restored historic strectcars regularly cruise the Embarcadero and down Market Street.

## METRO

## Proterra Bus Sets World Record, Drives 1K-Plus Miles On Single Charge

Posted on September 19, 2017


Proterra's 40-foot Catalyst E2 max traveled 1,101.2 miles this month with 660 kWh of energy storage capacity. Photo: Proterra

Proterra announced today it has set a world record for driving the longest distance ever traveled with an electric vehicle on a single charge at the Navistar Proving Grounds in New Carlisle, Ind. Proterra's 40 -foot Catalyst E2 max traveled 1,101.2 miles this month with 660 kWh of energy storage capacity.

For the last three consecutive years, Proterra has demonstrated improved range and battery performance. Last September, Proterra drove 603 miles with 440 kWh of energy storage, and in 2015 , Proterra drove 258 miles with 257 kWh of energy storage on a single charge.
"For our heavy-duty electric bus to break the previous world record of $1,013.76$ miles - which was set by a light-duty passenger EV 46 times lighter than the Catalyst E2 max - is a major feat," said Matt Horton, Proterra's chief commercial officer. "This record achievement is a
testament to Proterra's purpose-built electric bus design, energy-dense batteries and efficient drivetrain."

Beyond meeting transit agencies' range requirements, the Catalyst E2 max is poised to make a significant impact on the transit market because of its low operational cost per mile compared to conventional fossil fuel powered buses, the company reported. According to Bloomberg New Energy Finance, lithium-ion battery prices have dropped by roughly $72 \%$ since 2010, and the economics for batteries continue to improve. Between li-ion battery cost savings and improving vehicle efficiency, electric vehicles represent the most disruptive mode of transport today.
"Driven by the best cost savings-per-mile, we believe the business case for heavy-duty electric buses is superior to all other applications, and that the transit market will be the first to transition completely to battery-electric powered vehicles," said Ryan Popple, Proterra CEO. "Early electric bus adopters like our first customer, Foothill Transit, have paved the way for future heavy-duty applications, like motor coaches and commercial trucks."

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## Trump Infrastructure Plan Seeks to Shift Decisions-and Bills-to States, Cities

By: Ted Mann Sept. 1, 2017



Top advisers crafting President Donald Trump's infrastructure plan say they aim to upend the way U.S. public works are financed, shifting the bulk of the decision-making and costs away from Washington.

Top advisers crafting President Donald Trump's infrastructure plan say they aim to upend the way U.S. public works are financed, shifting the bulk of the decision-making and costs to states and citics and away from Washington.

The administration is proposing $\$ 200$ billion in new federal funding as the central piece of its $\$ 1$ trillion plan to improve the nation's infrastructure. President Donald Trump frequently cited the need for upgrades on the campaign trail.

Most of the $\$ 200$ billion, White House officials say, will be parceled out as incentives to localitics that raise their own funding for building projects, with the aim of reaching the administration's overall goal. Cities and states could turn to private-sector financing or levying tolls and taxes to pay for new bridges and roads instead of relying on the federal government for the bulk of the funding.

Projects Coming Down the Pike

The Trump administration is trying to push states and cities to take on a greater share of financing for infrastructure projects. Some regional officials wonder if that approach will work for some of the country's most expensive and complex projects currently seeking funding.

- Gateway Program: Expanding railroad crossings between New Jersey and New York City, beneath the Hudson River. The proposal includes a new two-track railroad tunnel under the Hudson, track and station expansion, and two new bridges in New Jersey.
- I-95 Bridge Replacements: The Pennsylvania DOT is seeking federal funding to repair or replace 15 aging bridges that carry Interstate 95 through Philadelphia.
- Howard Street Tunnel: Expansion of the CSX railroad tunnel leading to the Port of Baltimore, allowing for the passage of double-stacked shipping containers.
- Green Line Extension: Long-proposed 4-mile extension of Boston's Green Line into Somerville and Medford, Mass.
- Locks on the Illinois and Mississippi Rivers: Rchabilitation of shipping locks, allowing for better movement of cargo through the Midwest.
"Right now the dynamic is: Come, ask for a whole lot, bang on the table, have your economic studies showing the tens of thousands of jobs that will be created, have your regional study saying this will transform America, bang on the table some more, hire some lobbyists and you get money," a senior White House official said in a recent interview. "We'd rather have people come and say, 'Listen, we're chipping in this much, give us this little increment and we can make this thing happen.'"

The administration's approach-which it hopes to deliver this fall to Congress as a set of "principles" for legislative action-alarms supporters of some of the country's biggest planned projects, who say that local cost-sharing and private financing efforts would fall well short of making up for sharply reduced fedcral funding.

Funds for roads, bridges and other infrastructure currently come from a variety of sources, including the Federal Highway Trust Fund and formula grants that the administration says it will maintain.

The proposed 20-80 split of federal to local contributions would dramatically change parts of the current system. Though funding levels vary, the federal government generally pays about $80 \%$ of highway projects and up to $90 \%$ of projects at airports, with the remainder coming from local government. In mass transit and passenger rail, there is no formula funding, and the federal share of funds varies widely, as local systems compete for grants by offering 10 accept smaller shares of federal money.

The Trump White Ilouse wants to continue and expand some priorities of the Obama administration, including encouraging the use of public-private partnerships where possible, and expanding low-cost federal loan programs to help pay for major building projects.

At the same time, the White House wants to change the way states and cities approach the pools of federal capital that are used to initiate large projects, saying Washington can encourage local
governments to make smarter investments by awarding grants to communitics that compete based on how much of the cost they are willing to take on themselves.
"If we're putting in a dollar, we want a state or a locality to have ideally four dollars that they're putting in," the senior official said. "This gets us to the trillion."

Talking to local government officials about the incentive plan carlier this week, White House Budget Director Mick Mulvancy said he had spoken to a governor who was nearly ready to begin a $\$ 200$ million bridge project, and needed just $\$ 20$ million from the federal government to complete the financing.
"That's the kind of thing that we want to put at the top of the list," Mr. Mulvancy said.
Still uncertain is whether that approach will work on projects with much larger price tags. Officials working on a proposed new railroad tunnel under the IIudson River and related improvements say they were concerned at the White House's refusal so far to commit to a large share of the more than $\$ 29$ billion cost.

Republican New Jerscy Gov. Chris Christie and Democratic New York Gov. Andrew Cuomo have said they expect the federal government to cover half the cost of the Gateway project, which also includes bridges and track improvements. The White House looks on such calls for funding as just the sort that they would like to curtail.
"There's no people or economic activity in that region that could possibly cover the cost of that?" said the administration official, when asked about a recent appeal by Mr. Cuomo for federal aid for the project. "I think that's a tough sell, would be my response."

The suggestion that New York and New Jersey could pay their own way on the project, while not a final decision on federal funding, shocked some of the tunnel's advocates. Already, local officials say the state and local share of infrastructure investment has been rising, thanks to congressional gridlock and no increase in the federal gasoline tax to help pay for public works.
"You're just not going to be able to raise the level of funding that's necessary" without federal support for the tunnel, Amtrak Co-Chief Executive Richard Anderson said in an interview.

Even with project leaders seeking private investors to help finance the tunnel project, direct federal funding is essential to making the project feasible, said Scott Rechler, the chairman of the Regional Plan Association, a rescarch organization that studies mobility and transportation in the greater Ňew York region.
"It's an absolute impossibility for the states to be able to handle these projects on their own," he said.

There have been early signs of resistance from the Republican-controlled Congress, which will draft and ultimately vote on the administration's plan. A Senate transportation subcommittee
reversed an array of 2018 budget cuts proposed by the White House, including in infrastructure grant programs relied on by states and cities for new transit lines.

The White House also acknowledges that it faces a crowded autumn calendar. The senior official said that the administration still plans to take up infrastructure only after it tackles a proposed overhaul of the tax code. And Congress must also handle more immediate responsibilities first, including raising the federal borrowing limit and agreeing on a budget for fiscal year 2018. The administration still plans to send its principles to congressional leaders some time this fall, but the timeline will be dictated by the progress of the tax bill.

The Trump administration points to the rising number of local initiatives raising funds for infrastructure, including in regions with Democratic leaders, as evidence for the wisdom of its approach.

In Los Angeles, a 2016 ballot initiative to raise taxes for a 40 -year, $\$ 120$ billion plan to maintain and expand the region's mass-transit system passed with more than $70 \%$ of the vote. Officials in the administration of Mayor Eiric Garcetti. a Democrat, have spoken with Trump administration officials to express their enthusiasm for a federal funding formula that rewarded cities and regions that help raise their own capital, according to city and White House officials.

On top of the local funding, the Los Angeles plan still anticipates billions in grants from the federal government over the next several decades, a city official said.

In West Virginia, Gov. Jim Justice, a Democrat who turned Republican this summer in a show of support for Mr. Trump, helped push through a package of tax and fee increases to expand the state's capacity to repair and extend its highway network.
"The days of the federal government bailing us out on infrastructure are gone," said Illinois Transportation Secretary Randall Blankenhorn, an appointee of Republican Gov. Bruce Rauner.

Mr. Blankenhorn has urged the state legislature to consider options from new tolls to increased taxes to support investment in the state's highways and railroads.
"We're going to have to find other sources" of funding, Mr. Blankenhorn said. At the same time, he said: "I do think that there's still going to be a role for the federal government in those major, mega projects."

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## Watsonville Transit Center Landscaping October 27, 2017










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[^0]:    ${ }^{1}$ https://www.scmtd.com/images/department/board/reports/Santa_Cruz_METRO_Bylaws_adopted_02-13-2015. pdf
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    ${ }^{3} \mathrm{http}: / /$ regents.universityofcalifornia.edu/regmeet/july16/f4.pdf
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    ${ }^{7}$ https://www.census.gov/quickfacts/fact/table/scottsvalleycitycalifornia/PST045216
    ${ }^{8}$ SCMTD Billable Ridership, Jul 2017

[^1]:    ${ }^{9}$ SCMTD Billable Ridership, Jul 2017
    ${ }^{10}$ See "Future Plans for the Student Director Position"

[^2]:    ${ }^{11} \mathrm{http} / /$ regents.universityofcalifornia.edu/about/members-and-advisors/student-regent.html
    ${ }^{12}$ https://www.scmtd.com/images/department/board/reports/Santa_Cruz_METRO_Bylaws_adopted_02-13-2015 .pdf

[^3]:    ${ }^{13} \mathrm{https}: / /$ www.scmtd.com/images/department/board/reports/Santa_Cruz_METRO_Bylaws_adopted_02-13-2015 .pdf
    ${ }^{14}$ https://www.scmtd.com/images/department/board/reports/Santa_Cruz_METRO_Bylaws adopted_02-13-2015.pdf

[^4]:    Work continues on BART's Berryessa Station in San Jose, California, on Monday, July 17, 2017 (Karl Mondon/Bay Area News Group)

