

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA JANUARY 23, 2004 (Fourth Friday of Each Month)

* CITY HALL COUNCIL CHAMBERS*

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. - Noon

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Michael Molesky, E&D TAC RE: Paratransit Summit
 - b. Camille Pierce RE: MASTF
 - c. **B. Jefferson LeBlanc** RE: **MASTF Support**
 - d. **Sharon Barbour, MASTF** RE: **MASTF**
 - e. **Jukka Naukkarinen** RE: **Talking Bus/ADA**
 - f. **Beau Kayser** RE: **Operations Manager**
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 12 AND DECEMBER 19, 2003
Minutes: Attached
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 5-3. ACCEPT AND FILE DECEMBER 2003 RIDERSHIP REPORT
Report: Attached
**PAGE 1 OF THE RIDERSHIP REPORT IS INCLUDED IN THE
JANUARY 23, 2004 BOARD PACKET**
- 5-4. CONSIDERATION OF TORT CLAIMS: Brian Neal Patrovsky, Claim #03-0032;
Ramona Diaz, Claim #03-0031
Claims: Attached

* Please note: Location of Meeting Place

- 5-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JANUARY 15, 2004 AND THE MINUTES OF THE DECEMBER 18, 2003 MEETING
Agenda/Minutes: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2003, AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 5-7. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR OCTOBER 2003
Staff Report: Attached
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR NOVEMBER 2003
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: Attached
- 5-10. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE FOLLOWING CLAIMS ON THE DATES INDICATED: CLAIMS OF FRANK COUSINS, GARY BRIERLY, NEIL BAILEY AND ROBERT GOUVEIA
Staff Report: Attached
- 5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE-YEAR LEASE FOR KIOSK #5 AT THE WATSONVILLE TRANSIT CENTER TO LETICIA LEDESMA AND TOMAS SANCHEZ FOR A ONE-CHAIR BEAUTY SALON TO BEGIN FEBRUARY 1, 2004
(Moved to Consent Agenda at the January 9, 2004 Board Meeting. Staff report retained original numbering as Item #9)

REGULAR AGENDA

6. **DELETED – ACTION TAKEN AT THE JANUARY 9, 2004 BOARD MEETING**
7. CONSIDERATION OF ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS FOR THE YEAR 2004 AND ON THE TRANSPORTATION COMMISSION
Presented by: Les White, General Manager
Staff Report: Attached
8. CONSIDERATION OF PROVISION OF SUPPORT SERVICES TO THE METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)
Presented by: Les White, General Manager
Staff Report: Attached

9. **MOVED TO CONSENT AGENDA AS ITEM #5-11**
10. CONSIDERATION OF PRESENTATION BY RNL DESIGN REGARDING THE STATUS OF THE METROBASE PROJECT
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
11. CONSIDERATION OF ACCEPTANCE OF THE FINANCIAL FEASIBILITY AND IMPACT REPORT FOR POTENTIAL PROPERTIES TO BE USED FOR A PHASE 2 METROBASE PROJECT
Presented by: Les White, General Manager
Staff Report: Attached
12. **DELETED – PENDING FURTHER INFORMATION**
13. CONSIDERATION OF PARACRUZ TRANSITION PLAN TO TAKE OPERATIONS IN-HOUSE FROM COMMUNITY BRIDGES
Presented by: Bryant Baehr, Operations Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**
14. CONSIDERATION OF APPROVAL OF THE REVISED FORMATION AGREEMENT FOR THE HIGHWAY 1 WIDENING/HOV HCA/JOINT POWERS AUTHORITY
Presented by: Les White, General Manager
Staff Report: Attached
15. PUBLIC HEARING FOR CONSIDERATION OF AUTHORIZING THE APPLICATION AND EXECUTION OF AN FTA GRANT FOR URBANIZED AREA FORMULA FUNDS FOR FY 2004
PUBLIC HEARING WILL BE HELD AT 9:00 A.M.
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**
16. **CONSIDERATION OF ACCEPTANCE OF THE IMPLEMENTATION STATUS REPORT FOR THE METRO ADVISORY COMMITTEE (MAC)**
Presented by: Les White, General Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**
17. **CONSIDERATION OF LOWERING THE COST TO OPERATE THE CITY OF WATSONVILLE’S “FREE SHOPPER SHUTTLE” BY \$396.00**
Presented by: Bryant Baehr, Operations Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**

18. **CONSIDERATION AND APPROVAL OF CONTRACT WITH EVERGREEN OIL, INC. TO PROVIDE TRANSPORTATION AND DISPOSAL SERVICES OF DISTRICT'S HAZARDOUS WASTE**
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**

19. **CONSIDERATION OF CALL STOP AUDIT REPORT**
Presented by: Bryant Baehr, Operations Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**

20. **CONSIDERATION OF REPORT ON UCSC COMPREHENSIVE TRANSIT STUDY BY URBITRAN ASSOCIATES, INC.**
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**

21. **CONSIDERATION OF AMENDING THE POLICY ON FREE BUS PASSES TO PROVIDE FOR ANNUAL PASSES UPON REQUEST FOR BOARD MEMBERS HAVING SERVED FOUR YEARS, RETIREES AND THEIR SPOUSES/SURVIVORS, AND THE SURVIVORS OF BOARD MEMBERS AND EMPLOYEES WHO DIE WHILE IN ACTIVE SERVICE AT METRO AND FOR THOSE INJURED ON THE BUSES, WHEN IT IS IN METRO'S BEST INTERESTS**
Presented by: Les White, General Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE JANUARY 23, 2004 BOARD PACKET**

22. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

23. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Subdivision (a) of Section 54956.9)
 - a. Name of Case: Jose Rodriguez v. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)

 - b. Name of Case: Richard Castro v. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

24. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

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The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Dale Carr at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE JANUARY 23, 2004 BOARD MEETING AGENDA

SECTION I:
OPEN SESSION:

ADD TO ITEM #2 ORAL AND WRITTEN COMMUNICATION

- c. B. Jefferson LeBlanc RE: MASTF Support
 - d. Sharon Barbour, MASTF RE: MASTF
 - e. Jukka Naukkarinen RE: Talking Bus/ADA
 - f. Beau Kayser RE: Operations Manager
- (Add new Written Communication)**

CONSENT AGENDA:

ADD TO ITEM #5-3 ACCEPT AND FILE DECEMBER 2003 RIDERSHIP REPORT
(Insert Page One of Ridership Report)

ADD TO ITEM #5-5 ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF JANUARY 15, 2004 AND THE MINUTES OF THE DECEMBER 18, 2003 MEETING
(Add Agenda and Minutes)

REGULAR AGENDA:

DELETE ITEM #9 PRESENTATION OF RESOLUTION OF APPRECIATION FOR THE SERVICE OF JEFF ALMQUIST AS A MEMBER OF THE BOARD OF DIRECTORS
(Action taken at the January 9, 2004 Board Meeting)

DELETE ITEM #12 CONSIDERATION OF REQUESTING THAT THE CITY OF SANTA CRUZ SUBSTITUTE 25 YEARS FOR THE CURRENT 30 DAYS IN THE REVOCATION SECTION OF THE ENCROACHMENT PERMIT FOR THE PROPERTY LOCATED AT 1200 RIVER STREET
(Deleted pending further information)

ADD TO ITEM #13 CONSIDERATION OF PARACRUZ TRANSITION PLAN TO TAKE OPERATIONS IN-HOUSE FROM COMMUNITY BRIDGES
(Add Staff Report and Supplemental Information from Link Spooner requested at the January 9, 2004 Board Meeting)

- ADD TO ITEM #15** PUBLIC HEARING FOR CONSIDERATION OF AUTHORIZING THE APPLICATION AND EXECUTION OF AN FTA GRANT FOR URBANIZED AREA FORMULA FUNDS FOR FY 2004
(Add Staff Report)
- ADD TO ITEM #16** CONSIDERATION OF ACCEPTANCE OF THE IMPLEMENTATION STATUS REPORT FOR THE METRO ADVISORY COMMITTEE (MAC)
(Add Staff Report)
- ADD TO ITEM #17** CONSIDERATION OF LOWERING THE COST TO OPERATE THE CITY OF WATSONVILLE'S "FREE SHOPPER SHUTTLE" BY \$396.00
(Add Staff Report)
- ADD TO ITEM #18** CONSIDERATION AND APPROVAL OF CONTRACT WITH EVERGREEN OIL, INC. TO PROVIDE TRANSPORTATION AND DISPOSAL SERVICES OF DISTRICT'S HAZARDOUS WASTE
(Add Staff Report)
- ADD TO ITEM #19** CONSIDERATION OF CALL STOP REPORT
(Add Staff Report)
- ADD TO ITEM #20** CONSIDERATION OF REPORT ON UCSC COMPREHENSIVE TRANSIT STUDY BY URBITRAN ASSOCIATES, INC.
(Add Staff Report)
- ADD TO ITEM #21** CONSIDERATION OF AMENDING THE POLICY ON FREE BUS PASSES TO PROVIDE FOR ANNUAL PASSES UPON REQUEST FOR BOARD MEMBERS HAVING SERVED FOUR YEARS, RETIREES AND THEIR SPOUSES/SURVIVORS, AND THE SURVIVORS OF BOARD MEMBERS AND EMPLOYEES WHO DIE WHILE IN ACTIVE SERVICE AT METRO AND FOR THOSE INJURED ON THE BUSES, WHEN IT IS IN METRO'S BEST INTERESTS
(Add Staff Report)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
JANUARY 9, 2004 (Second Friday of Each Month)
*SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Michael Molesky, E&D TAC RE: Paratransit Summit
 - b. Camille Pierce RE: MASTF
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

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Claims: Attached
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Staff Report: Attached

REGULAR AGENDA

- 6. PRESENTATION OF RESOLUTION OF APPRECIATION FOR THE SERVICE OF JEFF ALMQUIST AS A MEMBER OF THE BOARD OF DIRECTORS
Presented by: Chairperson Reilly
Staff Report: Oral Presentation
ACTION IS REQUIRED AT THE JANUARY 9, 2004 BOARD MEETING
- 7. CONSIDERATION OF ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS FOR THE YEAR 2004 AND ON THE TRANSPORTATION COMMISSION
Presented by: Les White, General Manager
Staff Report: Attached
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Presented by: Les White, General Manager
Staff Report: Attached
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Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached

10. CONSIDERATION OF PRESENTATION BY RNL DESIGN REGARDING THE STATUS OF THE METROBASE PROJECT
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
PRESENTATION WILL BE MADE BY RNL DESIGN AT THE JANUARY 9, 2004 BOARD MEETING

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15. PUBLIC HEARING FOR CONSIDERATION OF AUTHORIZING THE APPLICATION AND EXECUTION OF AN FTA GRANT FOR URBANIZED AREA FORMULA FUNDS FOR FY 2004
PUBLIC HEARING WILL BE HELD AT 9:00 A.M. ON JANUARY 23, 2004
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: **DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE JANUARY 23, 2004 BOARD MEETING**

16. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
17. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Subdivision (a) of Section 54956.9)
 - a. Name of Case: James Holodnick v. Santa Cruz Metropolitan Transit District
(Before the Workers' Compensation Appeals Board)
2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Section 54956.8)
 - Property: Encroachment Permit of the City of Santa Cruz on the property at 1200 River Street
 - Negotiating parties: City of Santa Cruz/Leslie White, Santa Cruz METRO
 - Under Negotiation: Price and Terms

SECTION III: RECONVENE TO OPEN SESSION

18. REPORT OF CLOSED SESSION

ADJOURN

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December 19, 2003

DEC 24 2003

SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES
(SAFE)

Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue
Santa Cruz, CA 95060

RAIL/TRAIL
AUTHORITY

**RE: Community Input on the Network of Paratransit Services
in Santa Cruz County**

COMMUTE
SOLUTIONS

Dear Chair Beautz:

TRANSPORTATION
POLICY WORKSHOP

At the December 9, 2003 meeting of the Elderly & Disabled Transportation Advisory Committee (E/D TAC), members unanimously approved the following motion with John Daugherty abstaining.

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

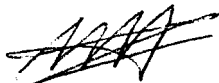
The E/D TAC endorses convening a community-wide paratransit summit followed by the development of a strategic task force intended to improve cost efficiencies for specialized transportation in the county with an emphasis on improving transportation needs for clients.

INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

Thank you for your consideration of these important issues.

BICYCLE COMMITTEE

Sincerely,



Michael Molesky, Chair
Elderly & Disabled Transportation Advisory Committee

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

cc: SCMTD, General Manager and Board
Community Bridges, Executive Director and Board

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WWW.SCCRTC.ORG
EMAIL:INFO@SCCRTC.ORG

MEMBER AGENCIES: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, COUNTY OF SANTA CRUZ, CALTRANS,
CITIES OF CAPITOLA, SANTA CRUZ, SCOTTS VALLEY, WATSONVILLE

Subj: **Re:December MASTF Mtg**
 Date: 12/21/2003 12:12:37 AM Pacific Standard Time
 From: Marklael
 To: bds010@co.santa-cruz.ca.us

DEC 23 2003

Hello Jan Beutz,
 I do hope all is well with you & that you'll have a nice holiday.

I do have some concerns about the way MASTF seems to be headed. In essence, this is nothing close to what I had envisioned MASTF to be when I was Chair some years ago.

I was very confused when it was suggested during this month's meeting I attended that MASTF has little or no relationship with the current local political groups such as the Board of Supervisors & the City Council. Perhaps, I'm wrong, but I just can't imagine that a District Supervisor or their aid(s) would hesitate to attend a METRO Board of Directors mtg. &/or adamantly refuse being involved in anything which dealt with MASTF.

Please remember, in no way am I at odds with the Supervisors or with METRO's General Manager Les White, Metro Board of Directors, and other METRO dept. managers. In the years I was MASTF chair, I don't believe I witnessed anything comparable to the way the meeting is now being run!!

If I were you or Les White, I'd probably be as irked about the current MASTF (IN or NON)direction as both of you put together!!! Perhaps idle is a good term as well.

I'll always believe that MASTF must utilize a working relationship with the Board of Supervisors, City Council, Metro Managers & staff, all Metro bus drivers & transit riders!!!

Can this issue be rectified? I'm not sure. But, at least, MASTF can and I believe should attempt to reestablish communication with all appropriate transit personnel who have an interest in transit user guidelines. And, regardless of Board of Director/MASTF/UTU and City Council METRO/MASTF opinions I hope that we as a collective group can work together rather than at odds.

I've been asked if I would be MASTF Chair again. Without hesitation I said yes. Establishing a working relationship with Supervisors, City Council, Metro Managers & Bus Operators is, I believe vital for a healthy transit district. I may not be elected because I want to establish a healthy working relationship with the transit district once again.

I'll be very sad if MASTF dies but I wouldn't be 100% surprised. From what I've learned I must say that if it happens, MASTF may deserve what they get. This term at UCSC I'm auditing Social Psychology classes which deal with group conflict and misperception(s).

I'm reminded of how Metro Board of Directors, city/county representatives & MASTF maintained a somewhat solid working relationship. Even when we all had differences of opinion. In time we worked them out!!

Has MASTF damaged its reputation beyond repair? I hope not. I'll be disappointed if I'm not reelected as the MASTF chair. But it wouldn't really **surprise** me either. Perhaps if a Supervisor, Councilperson, Metro Manager(s) had been present(**invited**) to yesterday's meeting, MASTF would have been given some much needed direction about its future!

My sincere thanks to all those involved with METRO who've been friendly, helpful and, at times, good teachers. I like to always remember that MASTF **needs to have an ongoing relationship with ALL city/county personnel**

Peace be with you this holiday season,
 Camille Pierce
 134 Dakota Avenue #310
 Santa Cruz, CA 95060
 831-466-0341
 marklael@aol.com
 scholar@cruzio.com



Sunday, December 21, 2003 America Online: Marklael

X-Sender: whitedog@mail.sasquatch.com
Date: Fri, 16 Jan 2004 10:57:56 -0800
To: Leslie White <lwhite@scmtd.com>
From: "B. Jefferson Le Blanc" <whitedog@sasquatch.com>
Subject: Letter to the Board

Hi Les -

I would appreciate it if you would pass on the following letter to the members of the Metro board as soon as possible so they may have a chance to see it before the board meeting next Friday. Thank you for your help in this matter.

B. Jefferson Le Blanc
134 Dakota Ave., # 122
Santa Cruz, CA 95060-6618

January 16, 2004

SCMTD Board of Directors
370 Encinal Street
Santa Cruz, CA 95060

Dear board members:

I realize you are weary of discussing the status of the Metro Accessible Services Transit Forum. Unfortunately, for the members of MASTF at least, the Devil is in the details. After having time to consider the latest elements of the general manager's recommendations, it's clear to me they seriously threaten the viability of the organization.

There are a number of issues, but the most important one, as I see it, is the loss of Metro staff support for MASTF. For fifteen years the Accessible Services Coordinator has provided substantial and invaluable assistance to the group. We quite frankly do not have the resources, either physical or financial, to do that work ourselves. If we did, we would be neither disabled nor transit dependent. But we are, which is the reason we organized MASTF in the first place.

Now the general manager, at the board's behest, proposes to withdraw the staff support that has played such a vital role in enabling us to function as an advisory body to the transit district all these years. In essence, you are saying to us, you may continue to swim in our pool, but from now on you must do so with your hands tied behind your back.

I have listened to and participated in some of the board discussions about MASTF over the last few months. A number of rationalizations have been advanced for imposing change, but I believe they are little more than a political smoke screen intended to obscure the punitive nature of the proposals.

For a number of reasons, relations between Metro and MASTF have been strained over the past few years. The current leadership of MASTF is doing its best to repair those relations and restore them to their former friendly and productive state. The Metro board, however, has chosen to largely ignore our good faith efforts, not to mention the many years of productive cooperation that preceded the present difficulties.

It has been suggested by some on the board that they do not care to see the changes being forced on us characterized as retaliation. That's like telling the victim of an assault that it never happened. The suggestion is disingenuous at best.

You have good reasons to be miffed at some of the actions of some members of MASTF in the recent past. Other reasons are less rational. In any event, none of these reasons justify punishing the whole group for the actions of a few. Nor do they justify imposing unreasonable and unnecessary hardships on the current leaders of the group who are trying to put past problems where they belong, in the past.

I therefore earnestly request that you do take the time to reconsider your intention to withdraw staff support from MASTF. I believe, through our present and past efforts, we have earned and do deserve a fair chance to rectify our relationship with the district, without the additional handicaps you currently propose to shackle us with.

Very truly yours,

B. Jefferson Le Blanc

--

B. Jefferson Le Blanc

E-mail: whitedog@sasquatch.com

On the Web: <http://www.whitedog.biz>



METRO

ACCESSIBLE SERVICES TRANSIT FORUM

920 Pacific Avenue, Suite 21, Santa Cruz, CA 95060

January 15, 2004

To The SCMTD Board of Directors,

In your January packet, you received a letter from Camille Pierce regarding MASTF.

Cam is a valued member of MASTF, but she has not been to many meetings lately. I'm not sure what she saw in the December MASTF meeting, but I am sure that she misunderstood. Far from wishing to distance ourselves from the Metro Board, Metro staff, or any county or city officials, MASTF has been trying to work more closely with you.

I, Sharon Barbour, have been meeting monthly with General Manager Les White for the past three months. Prior to this time, I had assumed that Mr. White was too busy with Metro issues during these difficult economic times, and had not requested such meetings. He is a very busy man, with many responsibilities.

Upon his assurance of his interest in meeting with me, I have met with him regularly, both to express MASTF concerns, to ask about concerns that Metro staff and Directors might have about MASTF, and to ask how MASTF can help Metro.

For the last three months, MASTF has been recruiting members to act as liaisons with various Metro Board members. About half the Board now have MASTF members who have committed to meeting with them on a regular basis so that communication can flow and misunderstandings can be corrected before they fester.

If any Board member would like to request a specific MASTF member be a liaison with them, please do so. MASTF will do our best to comply.

A possible problem area - normally, MASTF invites the Board to the December holiday celebration. It is a time to get together and share in an informal setting.

MASTF values this interaction. Unfortunately, the invitation was not issued this year. The fault was mine. I apologize for this lapse. I promise you, you all are and will be invited to next year's MASTF holiday celebration. In addition, you are welcome to attend any and all MASTF meetings.

I have heard that there was some affront taken when MASTF issued a certificate of appreciation to Magistrate Judge Edward A Infante. Some people felt that MASTF was "rubbing Metro's nose" in the lawsuit.

Nothing was further from our intent. We believed (perhaps mistakenly) that Judge Infante mediated a settlement, which ended the lawsuit, thus saving Metro from spending further money on the suit. This money saved could then be spent providing services to both the able-bodied community and to the Senior and Disabled community. His award read, "For mediating a settlement which ended a lawsuit, while preserving Metro's commitment to the disabled community." MASTF intended no slight or insult to Metro.

If you have any concerns about MASTF, or any input for us, please feel free to contact me or any other MASTF member. MASTF truly values our relationship with the Metro Board, and wishes it to prosper.

a

Sincerely,

A handwritten signature in cursive script that reads "Sharon L. Barbour".

Sharon L. Barbour
MASTF Chair

From: "jukka naukkarinen" <chitan@intergate.com>
To: <input@scmtd.com>
Cc: <chitan@intergate.com>
Subject: ADA Compliance, community relations, progressive perspective, litigation,
Date: Fri, 16 Jan 2004 00:50:43 -0800
X-Mailer: Microsoft Outlook Express 6.00.2800.1158
X-Scanned-By: MIMEDefang 2.39

Dear Board of Directors:

In the Santa Cruz Metropolitan Transit Buses, hereinafter referred to as "metro" or "bus", the ADA compliance policy is executed with such an extreme vigor and stringency it constitutes a reverse discrimination. While realizing the ADA needs has to be met, please do not annoy and disturb rest of the regular passengers and neighboring houses with too loud, too frequently occurring inside or outside call-stop announcements, which also further reduces the number of passengers wanting to ride the bus. A bus ride that used to be mellow and pleasant is now an hindrance and annoyance.

At times the inside stop announcements are so loud that some bus drivers complain that they may not be able to hear if there is an emergency declared by their dispatcher on their bus radio. Therefore presently the metro call stop compliance is unsafe.

Overall Santa Cruz Metro is doing a great job, however it's present gross over-reaction to ADA litigation alienates the transit district from passengers and community as a whole who will someday again be voting "to support or not to support the Metro".

Finally, despite years of good service by Metro, with my apologies, this letter constitutes an attempt for an amicable settlement between Santa Cruz Metro and a concerned regular passenger. Please take action, lower the frequency and the inside and outside volume in the buses, or out of principle, it does not matter if I win or loose, matter shall be settled with litigation. Kindly team-up with other transportation districts, combine your forces and attorneys, take a more aggressive stand against mismanaged ADA policies, all the way to Washington DC if necessary--by reshaping the ADA policies, on the long run, it is a service to the disabled.

Yours truly

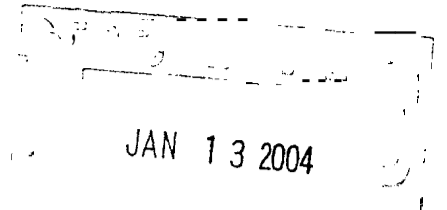
concerned local resident

file # 10904627

cc Malkins&Dawson and Assoc.

January 11, 2004

Santa Cruz Metro
Customer Service



To whom it may concern

I just wanted to thank you for the exemplary service my family and I received on New Year's Eve. After celebrating First Night and witnessing the fireworks, we had to head to the Bus Depot to catch the number 69 home. We had been misinformed that the buses would be running every 15 minutes. So when we arrived at 12:30 to catch the bus we learned we had just missed the 12:15 and we'd have to wait until 01:15. It was a chilly, cold night with a heavy rain on its way and we wanted to get home. That's where your bus coordinator that evening, Brian, came in. He saw the 10 of us, asked where we needed to go. He then proceeded to poll the other stranded passengers and found that about 18-22 of us were all headed to Capitola Mall. He grabbed a bus that was idling, asked the driver to deliver us to the Mall and loaded us all in. What a wonderful job! →

2-f.1

We were so appreciate of Brian and his kindness and concern. His quote - " You gotta start the New Year off on a positive note. "

You have a wonderful employee and I wanted to make sure he got recognized for the good will and excellent service both he and the Metro provided us

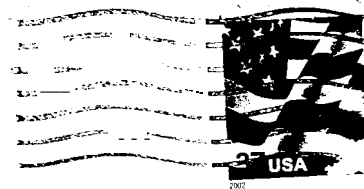
Thank you !.

Sincerely,

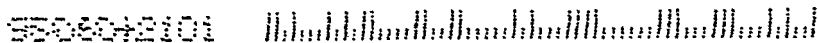
Beau Kayser
211 Stockton Ave. #5
Capitola, CA 95010



Beau Kayser
211 Stockton Ave Apt 5
Capitola, CA 95010-3253



Santa Cruz Metro
370 Encinal No. 100
Santa Cruz, CA



2-f.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

December 12, 2003

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, December 12, 2003 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chairperson Keogh called the meeting to order at 9:00 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth (arrived after roll call)
Michelle Hinkle
Mike Keogh
Ana Ventura Phares
Emily Reilly
Mike Rotkin
Pat Spence

DIRECTORS ABSENT

Jan Beautz
Dennis Norton
Marcela Tavantzis
Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Mark Dorfman, Assistant General Manager
Marilyn Fenn, Assistant Finance Manager
Terry Gale, IT Manager
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager
Robyn Slater, Interim H.R. Manager
Tom Stickel, Fleet Maint. Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

Sharon Barbour, MASTF
Frank Bauer, UTU
Scott Bugental, Seniors Commission
Gary Klemz, SEIU
Manny Martinez, PSA
Ian McFadden, SEA
James Monroe, Member of the Public
Bonnie Morr, UTU

Josh Shaw, State Lobbyist
Link Spooner, Lift Line
Sam Storey, Community Bridges
Jim Taylor, UTU
Linda Wilshusen, SCCRTC
Bob Yount, MASTF

2. ORAL AND WRITTEN COMMUNICATION

- a. Bill Friedland
- b. Linda Meltzer

RE: Metro Drivers
RE: Community Bridges Services

3. LABOR ORGANIZATION COMMUNICATIONS

None

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

An amended staff report for Item #14 was distributed. This will also be included in the Agenda Packet for the December 19, 2003 Board Meeting.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF NOVEMBER 14 AND NOVEMBER 21, 2003

MINUTES OF NOVEMBER 21ST WILL BE WILL BE PRESENTED FOR CONSIDERATION AT THE DECEMBER 19, 2003 BOARD MEETING

No questions or comments.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS

No questions or comments.

5-3. ACCEPT AND FILE NOVEMBER 2003 RIDERSHIP REPORT

PAGE 1 OF THE RIDERSHIP REPORT WILL BE PRESENTED FOR CONSIDERATION AT THE DECEMBER 19, 2003 BOARD MEETING

No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS: None

5-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF DECEMBER 18, 2003 AND THE MINUTES OF THE NOVEMBER 20, 2003 MEETING

DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE DECEMBER 19, 2003 BOARD MEETING

5-6. ACCEPT AND FILE MINUTES OF THE MUG COMMITTEE MEETING OF NOVEMBER 19, 2003

No questions or comments.

5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2003, AND APPROVAL OF BUDGET TRANSFERS

No questions or comments.

5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR SEPTEMBER 2003

No questions or comments.

5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2003

No questions or comments.

5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE

DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE
DECEMBER 19, 2003 BOARD MEETING

5-11. ACCEPT AND FILE METROBASE STATUS REPORT

Director Rotkin confirmed that the hiring process for the MetroBase Project Manager would not delay the project. Mr. White added that staff would continue to perform these duties until someone is hired. Mr. White gave an overview of the financing for this project.

5-12. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE FOLLOWING CLAIM ON THE DATE INDICATED: SETTLEMENT WITH NEIL BAILEY ON AUGUST 8, 2003

No questions or comments.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

THIS PRESENTATION WILL TAKE PLACE AT THE DECEMBER 19, 2002 BOARD MEETING

7. CONSIDERATION OF ADOPTION OF RESOLUTION AMENDING FY 03-04 BUDGET

Summary:

Elisabeth Ross reported that staff is recommending that the operating budget be decreased by \$665,000 to meet revenue shortfalls, which are primarily due to decreased sales tax revenues. This action will balance the budget. Non-personnel reductions at staff level were made. Three revenue increases were noted. Expense increases and reductions were reviewed. Ms. Ross will meet with the unions this afternoon to review the details of these changes. Mr. White added that start-up costs for bringing the ParaCruz service in-house would fall under capital. Director Spence thanked Ms. Ross for her diligence in preparing this budget.

Mr. White added that eleven new Highway 17 buses would be received shortly and that invoices were submitted through Caltrans totalling \$3,750,000 to be paid from TCRP funds. METRO received these funds via wire transfer; all buses were paid for with 100% state funds.

DIRECTOR AINSWORTH ARRIVED.

8. CONSIDERATION OF ACCEPTANCE OF FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT FOR YEAR ENDING JUNE 30, 2003

Summary:

Ms. Ross reported that this item represents the annual presentation of financial statements. Metro received an “unqualified opinion” from the auditors, which is the best rating given. The auditors gave some recommendations for internal controls. All findings have been resolved with the auditors to address their concerns. Ms. Ross recognized Marilyn Fenn, Assistant Finance Manager, for doing such a good job. The auditors were impressed with METRO’s records.

9. CONSIDERATION OF REQUEST FROM COMMUNITY BRIDGES FOR CO-MINGLING RIDES WITH THEIR OTHER PROGRAMS

DOCUMENTATION WILL BE PRESENTED FOR CONSIDERATION AT THE DECEMBER 19, 2003 BOARD MEETING

10. CONSIDERATION OF APPROVAL OF 2004 STATE LEGISLATIVE PROGRAM

Summary:

Les White reported that each year staff outlines an agenda of concerns for both the state and federal legislative programs. He added that if any other agency does not obligate their formula funds, then METRO is blocked from drawing down funds until the other agencies do so. METRO works with state agencies to ensure that all these funds are obligated. Mr. White reviewed the proposed 2004 State Legislative Program item by item. Director Rotkin asked that Les White make a revision to clarify Item #5 for the December 19th Board meeting. Mr. White reviewed the current Yield-to-Bus program and what METRO would do now that this program is no longer in effect.

Josh Shaw gave an oral presentation regarding the state of California’s financial situation. Documentation reflecting this presentation is attached to these Minutes. Discussion and questions from the Board involved what the Directors can do on a local level to educate the community on the current economic state. The Directors were referred to the League of Cities for lists of grass roots organizations.

11. CONSIDERATION OF APPROVAL OF 2004 FEDERAL LEGISLATIVE PROGRAM

Summary:

Staff recommends appropriating federal transit funding at \$7.3 billion which is the 2004 funding levels with an increase of 4%. Les White reviewed the 2004 Federal Legislative Program with the Board. He added that staff would advocate for the \$1.5 million in funding for the Greyhound property acquisition in the 2005 Appropriations Bill or in a supplemental bill if there is one. He discussed TEALU, which is the Transportation Equity Act Legacy for Users. If TEALU is passed

this fiscal year, METRO would have an influx of \$800,000 in additional formula funds. There was discussion regarding the \$100 million Bus Fleet Modernization Program and requesting support at the federal level for ADA transit. Mr. White stated that overall his meetings with the Congressional representatives during his last legislative trip to Washington, DC were positive.

Lastly, Mr. White reported that Josh Shaw was elected as a representative on the APTA Executive Committee.

**12. CONSIDERATION OF PROVIDING ADDITIONAL SERVICE FOR SANTA CRUZ FIRST NIGHT ACTIVITIES
ACTION IS REQUIRED AT THE DECEMBER 12, 2003 BOARD MEETING**

Summary:

Bryant Baehr reported that First Night Santa Cruz obtained a grant for \$3,300 from the Regional Transportation Commission for additional transit services. Staff is recommending that additional services be provided up to \$3,300. Mr. Baehr is working with the First Night coordinators on scheduling for this event but staff requires Board approval for additional service before they can move forward. The coordinators are also requesting that people who purchase the First Night buttons be allowed to ride the bus for free. This would represent approximately \$600 in potential revenue loss. Staff is recommending that the Board not allow these free rides.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR ROTKIN

Approve staff recommendation to authorize additional fixed route service on December 31, 2003 not to exceed \$3,300 and deny the request for free rides to button holders.

Bonnie Morr, speaking on behalf of herself, stated that a \$600 loss is a minor amount to benefit volunteers.

ACTION: AMENDMENT TO MOTION: DIRECTOR ROTKIN

If First Night Coordinators obtain the additional sources of \$600, staff is authorized to grant the rides to button holders.

Motion and Amendment were passed unanimously with Directors Beautz, Norton and Tavantzis being absent.

VICE CHAIRPERSON KEOGH ADJOURNED TO CLOSED SESSION AT THIS TIME.

21. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

Margaret Gallagher reported that the Board would be discussing the claim of Don Toline in Closed Session.

22. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Vice Chairperson Keogh adjourned to Closed Session at 10:26 and reconvened to Open Session at 10:32.

SECTION III: RECONVENE TO OPEN SESSION

23. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

13. CONSIDERATION OF PRESENTATION OF LEGAL ANALYSIS AND TRENDS REGARDING THE AMERICANS WITH DISABILITIES ACT PARATRANSIT REQUIREMENTS FOR LOCAL TRANSIT AGENCIES

Summary:

Margaret Gallagher gave a Power Point presentation and these slides will be included in the Agenda Packet for the December 19th Board Meeting.

DIRECTOR REILLY LEFT THE MEETING.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR AINSWORTH

Move Item #8 to the Consent Agenda. Give brief reports only on Items #10 and #11 at the December 19th meeting. Provide slides of the Power Point presentation of Item #13 in written format to include in the December 19th Agenda Packet and move this item to the Consent Agenda.

Motion passed unanimously with Directors Beautz, Norton, Reilly and Tavantzis being absent.

ITEM #20 WAS TAKEN OUT OF ORDER.

**20. CONSIDERATION OF APPROVAL OF CALPERS RESOLUTIONS TO FIX THE DISTRICT'S MEDICAL PREMIUM CONTRIBUTION RATES
ACTION IS REQUIRED AT THE DECEMBER 12, 2003 BOARD MEETING**

Summary:

Robyn Slater reported that this issue concerns two employee groups. The "Recommended Action" lists three employee groups in error. She added that per the labor agreement, METRO agreed to cover 100% of the premiums. Fixed maximum amounts were established and the

CalPERS HMO premiums have increased and now exceed those maximum amounts. Two new resolutions are required to ensure that the premiums continue to be paid 100% by METRO.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PHARES

Approve the Resolutions to revise the fixed contribution toward medical coverage for each of the District's two employee groups under the California Public Employees' Retirement System (CalPERS) medical insurance program.

Moved passage of the two Resolutions by a unanimous voice vote in lieu of a roll call with Directors Beautz, Norton, Reilly and Tavantzis being absent.

14. CONSIDERATION OF GRANTING LIFETIME BUS PASS TO TIM FITZMAURICE, FORMER BOARD MEMBER

No questions or comments.

15. CONSIDERATION OF PROVISION OF SUPPORT SERVICES TO THE METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)

Summary:

Les White reported that this staff report clarifies actions that the Board took on October 24th and articulates services that METRO would provide for MASTF. This transition would begin in March 2004.

Discussion:

Sharon Barbour, MASTF Chair, stated that these recommendations have not been presented to MASTF yet and she asked that this item be deferred to the January Board meeting to allow time for MASTF to review staff's recommendations.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PHARES

Continue this item to the January Board meeting.

It was confirmed by Mr. White that METRO would provide envelopes and postage and would do mailings from a list of recipients and formats provided to staff by MASTF and that METRO's return address would be on the envelopes.

Motion passed unanimously with Directors Beautz, Norton, Reilly and Tavantzis being absent.

16. CONSIDERATION OF CHANGES IN THE METRO BYLAWS AND OF AN IMPLEMENTATION PLAN RELATING TO THE STRUCTURE AND SUPPORT OF THE METRO ADVISORY COMMITTEE (MAC)

Summary:

A draft set of bylaws was presented to the Board. Transition for this committee would be in March 2004. MUG has been discontinued. If the proposed application form and process are approved by the Board, the information would be sent to individuals who have already expressed an interest in applying.

Discussion:

Director Spence suggested that the use of Chair vs. Chairperson be consistent throughout the proposed bylaws. She was informed that the application will be available on line but will not be interactive. If a person has a writing disability, they can call the Administration office and someone assist will them in completing the form. Linda Wilshusen of the RTC expressed an interest in there being ex officio memberships available. Bonnie Morr expressed interest in having a UTU ex officio as well on this committee. Director Rotkin asked staff to be prepared to add in language for a smaller group and for ex officio status.

17. CONSIDERATION OF AWARD OF CONTRACT FOR SECURITY GUARD SERVICES

Summary:

Bryant Baehr reported that Paige's Security Services went out of business. The General Manager's purchasing authority was used to obtain services from First Alarm on a temporary basis and the Board approved a temporary agreement to retain their services until the end of 2003. Eight firms responded to the Request for Proposals and a panel ranked these firms after interviewing them. Staff recommends that the contract be awarded to First Alarm Services for a period of 3 years with two one-year renewals.

ACTION: MOTION: DIRECTOR PHARES SECOND: DIRECTOR ROTKIN

Move to the Consent Agenda.

Ian McFadden reported that SEA submitted a proposal to the District regarding the vault pulling services and having the Vehicle Service Workers (VSWs) perform this duty.

Motion passed unanimously with Directors Beautz, Norton, Reilly and Tavantzis being absent.

18. CONSIDERATION OF JOINT ADVERTISING PROGRAM WITH MONTEREY-SALINAS TRANSIT

Summary:

Mark Dorfman reported that the Board had asked for more information regarding the potential advertising program. Staff met with MST to work out these details and MST brought this item to their Board this week who approved it.

Discussion:

Linda Wilshusen of the SCCRTC agreed that this is a good proposal.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PHARES

Move this item to the Consent Agenda.

Motion passed unanimously with Directors Beautz, Norton, Reilly and Tavantzis being absent.

19. CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS FOR THE YEAR 2004 AND ON THE TRANSPORTATION COMMISSION

Nominations will be made at the December 19th Board Meeting.

Mr. White announced that a new Highway 17 bus is parked in front of the building for the Board to see.

ADJOURN

There being no further business, Vice Chairperson Keogh adjourned the meeting at 11:47 a.m.

Respectfully submitted.

Dale Carr
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

December 19, 2003

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, December 19, 2003 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Vice Chairperson Keogh called the meeting to order at 9:01 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth (arrived after roll call)
Jan Beautz
Michelle Hinkle
Mike Keogh
Dennis Norton
Ana Ventura Phares
Emily Reilly (arrived after roll call)
Mike Rotkin
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager
Tom Stickel, Fleet Maint. Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO INDICATED THEY WERE PRESENT

Sharon Barbour, MASTF
Heather Boerner, *Sentinal*
Scott Bugental, Seniors Commission
Pat Dellin, SCCRTC
Clay Kempf, Seniors Council
Gary Klemz, SEIU
Fahmey Ma'Awad, Bus Rider
Paul Marcelin-Sampson, Metro Riders Union

Steve Marcus, UTU
Manny Martinez, PSA
Bonnie Morr, UTU
Brad Neily, Calif. For Disability Rights
Nancy Sherrod, Community Bridges
Sam Storey, Community Bridges
Jim Taylor, UTU
Will Regan, VMU
Bob Yount, MASTF

Vice Chairperson Keogh reported that Items #14 and 19 would be postponed until the end of the meeting at which time Chairperson Reilly would be present. He added that Item #22 would be postponed until January 9 due to Judge Jeff Almquist being unable to attend today's meeting.

2. **ORAL AND WRITTEN COMMUNICATION**

Written:

- | | | |
|----|------------------|--------------------------------|
| a. | Bill Friedland | RE: Metro Drivers |
| b. | Linda Meltzer | RE: Community Bridges Services |
| c. | Bonnie Morr, UTU | RE: UTU Website |
| d. | David Tomberlin | RE: Highway 17 Express |

Oral:

Sharon Barbour read a letter from MASTF in appreciation of staff's work on the no smoking policy. A copy of this letter is attached to these minutes.

Paul Marcelin-Sampson of the Metro Riders Union stated that cartoons drawn by a METRO employee that he found on the official UTU website were offensive. He referred to a letter from the UTU Chair. Mr. Marcelin-Sampson stated that this is a METRO issue because the word "Metro" is on each cartoon. Director Keogh confirmed that none of these cartoons were shown on the METRO website.

DIRECTOR AINSWORTH ARRIVED.

Paul Marcelin-Sampson continued: He stated he found these cartoons on the UTU website on October 12th, however, Ms. Morr previously stated that these were removed over two years ago from the UTU website. Mr. Marcelin-Sampson, on behalf of Metro Riders Union, made four requests:

- 1) That the Board declare this an emergency issue to take action today to protect METRO's reputation.
- 2) Direct District Counsel to write a letter defending METRO's service mark.
- 3) Direct that a statement be issued that Metro Blues does not reflect views of the District.
- 4) Offer interior advertising space for a reasonable fee to UTU to post an apology to the people of Santa Cruz County.

Fahmey Ma'Awad expressed his appreciation to the Board and staff for implementing the talking bus system.

Sharon Barbour read the following motions made to the Board at its December 18th meeting:

- 1) MASTF supports and requests that METRO support and participate in a specialized transportation summit to discuss the needs of the paratransit dependent community.
- 2) MASTF encourages METRO to not change the current ADA paratransit service structure until after the specialized transportation summit is held and conclusions are presented.
- 3) MASTF supports the staff recommendation for the sharing of rides between ADA and non-ADA passengers.

Jim Taylor of UTU asked the Board to authorize a change to the Board meeting minutes of November 21, 2003 to reflect that Paul Marcelin-Sampson's statement of the cartoon on the UTU website depicted a Mexican-American or African-American woman at a bus stop with K-Mart bags. He added that race is an issue in California and cannot be taken lightly. He asked that the minutes be amended to accurately reflect and include Mr. Marcelin-Sampson's interpretation of the drawings as he introduced them.

Manny Martinez, Transit Supervisor and Chair of PSA, spoke to the Board as a Latino man with a Mexican wife. Mr. Martinez stated that he heard the racial implication of the cartoons at the November 21st Board meeting. He received phone calls from relatives who heard comments made by Mr. Marcelin-Sampson and associated comments with racial implications. Mr. Martinez showed the cartoons to others and he cannot understand the leap that Mr. Marcelin-Sampson made in stating that the character depicted was a Mexican or Black woman. He stated that he was very offended that this Board was told that the cartoon had racial implications. He added that the minutes should be amended to reflect what Mr. Marcelin-Sampson stated.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr spoke regarding Paul Marcelin-Sampson's interpretation of cartoons found on the UTU website. She added that these cartoons have not been on the UTU website for some time. Her concerns involved the Board listening to comments made about a non-Board issue and about the level of anger directed towards bus operators by Mr. Marcelin. She added that the cartoons are for Mr. Ban's amusement and stress relief and that they have actually caused positive action to be taken with regard to some bus stops. Director Keogh stated that the Board would never truncate someone's freedom of speech no matter the subject matter. Directors Phares and Spence would like District Counsel to look into the specific cartoons that might be offensive. Since the cartoons are no longer on the UTU website, other Directors want this issue to be dropped.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

SECTION I: **OPEN SESSION:**

ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION

- c. Bonnie Morr, UTU RE: UTU Website
- d. David Tomberlin RE: Highway 17 Express

(Add new Written Communication)

CONSENT AGENDA:

ADD TO ITEM #5-1

**APPROVE REGULAR BOARD MEETING MINUTES OF
NOVEMBER 21, 2003**

(Add Minutes of November 21, 2003)

ITEM #5-3

ACCEPT AND FILE NOVEMBER 2003 RIDERSHIP REPORT

(Page One of Ridership Report will be distributed at the December 19, 2003 Board Meeting)

- ADD TO ITEM #5-5** ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF DECEMBER 18, 2003 AND THE MINUTES OF THE NOVEMBER 20, 2003 MEETING
(Add Agenda and Minutes)
- ADD TO ITEM #5-10** ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
(Add Staff Report)
- ADD TO ITEM #5-14** CONSIDERATION OF PRESENTATION OF LEGAL ANALYSIS AND TRENDS REGARDING THE AMERICANS WITH DISABILITIES ACT PARATRANSIT REQUIREMENTS FOR LOCAL TRANSIT AGENCIES
(Add Slide Presentation)

REGULAR AGENDA:

- ADD TO ITEM #9** CONSIDERATION OF REQUEST FROM COMMUNITY BRIDGES FOR CO-MINGLING RIDES WITH THEIR OTHER PROGRAMS
Add Staff Report)
- ADD TO ITEM #10** CONSIDERATION OF APPROVAL OF 2004 STATE LEGISLATIVE PROGRAM
(Insert Revised Attachment “A”)
- DELETE ITEM #12** CONSIDERATION OF PROVIDING ADDITIONAL SERVICE FOR SANTA CRUZ FIRST NIGHT ACTIVITIES
(Action was taken at the December 12, 2003 Board Meeting)
- ADD TO ITEM #13** CONSIDERATION OF PRESENTATION OF LEGAL ANALYSIS AND TRENDS REGARDING THE AMERICANS WITH DISABILITIES ACT PARATRANSIT REQUIREMENTS FOR LOCAL TRANSIT AGENCIES
(Add Slide Information from the Presentation of December 12th – This item has been moved to the Consent Agenda but the Slide Presentation information will retain the original numbering of Item #13)
- ADD TO ITEM #14** CONSIDERATION OF GRANTING LIFETIME BUS PASS TO TIM FITZMAURICE, FORMER BOARD MEMBER
(Insert Revised Staff Report)
- DEFERRED ITEM #15** CONSIDERATION OF PROVISION OF SUPPORT SERVICES TO THE METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)
(Item deferred to January 23, 2004 Board Meeting)
- ADD TO ITEM #16** CONSIDERATION OF CHANGES IN THE METRO BYLAWS AND OF AN IMPLEMENTATION PLAN RELATING TO THE STRUCTURE AND SUPPORT OF THE METRO ADVISORY COMMITTEE (MAC)
(Insert Revised Staff Report and Add new Attachment “D”)

- DELETE ITEM #20** CONSIDERATION OF APPROVAL OF CALPERS RESOLUTIONS TO FIX THE DISTRICT'S MEDICAL PREMIUM CONTRIBUTION RATES
(Action was taken at the December 12, 2003 Board Meeting)
- ADD TO ITEM #21** CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO CALTRANS FOR FY 2004 RURAL OPERATING ASSISTANCE
(Add Staff Report)
- ADD TO ITEM #22** PRESENTATION OF RESOLUTION OF APPRECIATION FOR THE SERVICE OF JEFF ALMQUIST AS A MEMBER OF THE BOARD OF DIRECTORS
(Add Resolution)
- ADD TO ITEM #23** CONSIDERATION OF AUTHORIZING AN APPLICATION THROUGH AMBAG TO CALTRANS FOR FY 2005 TRANSIT PROFESSIONAL DEVELOPMENT GRANT
(Add Staff Report)

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF NOVEMBER 14 AND NOVEMBER 21, 2003
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 5-3. ACCEPT AND FILE NOVEMBER 2003 RIDERSHIP REPORT
- 5-4. CONSIDERATION OF TORT CLAIMS: None
- 5-5. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF DECEMBER 18, 2003 AND THE MINUTES OF THE NOVEMBER 20, 2003 MEETING
- 5-6. ACCEPT AND FILE MINUTES OF THE MUG COMMITTEE MEETING OF NOVEMBER 19, 2003
- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2003, AND APPROVAL OF BUDGET TRANSFERS
- 5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR SEPTEMBER 2003
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2003
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-12. ACCEPT AND FILE NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE FOLLOWING CLAIM ON THE DATE INDICATED: SETTLEMENT WITH NEIL BAILEY ON AUGUST 8, 2003
- 5-13. CONSIDERATION OF ACCEPTANCE OF FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT FOR YEAR ENDING JUNE 30, 2003
(Moved to Consent Agenda at the December 12, 2003 Board Meeting. Staff report retained original numbering as Item #8)
- 5-14. CONSIDERATION OF PRESENTATION OF LEGAL ANALYSIS AND TRENDS REGARDING THE AMERICANS WITH DISABILITIES ACT PARATRANSIT REQUIREMENTS FOR LOCAL TRANSIT AGENCIES
(Moved to Consent Agenda at the December 12, 2003 Board Meeting. Slides retained original numbering as Item #13)
- 5-15. CONSIDERATION OF JOINT ADVERTISING PROGRAM WITH MONTEREY-SALINAS TRANSIT

(Moved to Consent Agenda at the December 12, 2003 Board Meeting. Staff report retained original numbering as Item #18)

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR AINSWORTH

Approve the Consent Agenda.

Motion passed unanimously with Director Reilly being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employee was acknowledged with longevity certificates for his years of service:

FIFTEEN YEARS

Craig L. Craig, Mechanic II

7. CONSIDERATION OF ADOPTION OF RESOLUTION AMENDING FY 03-04 BUDGET

Summary:

Elisabeth Ross asked the Board to amend the current year's 03/04 budget. She mentioned that she is decreasing the operating budget by \$665,000 due to revenue shortfalls, which were mostly from decreased sales tax revenues. The revenue shortfall was counteracted through operating expense reductions which brought the budget into balance. Ms. Ross added that the sales tax report for the period of July through September was received. The figures are up 1.2% over a year ago. With the requested budget revisions today, METRO is still on budget.

Discussion:

Director Rotkin thanked Ms. Ross for her fine work on this budget and for finding funds to balance the budget without creating large impacts on fees, customers or the public.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PHARES

Adopt the resolution amending the FY 03-04 budget in accordance with Exhibit A.

Motion passed unanimously with Director Reilly being absent.

Les White added that funds from TDA are down by \$55,000.

8. MOVED TO CONSENT AGENDA AS ITEM #5-13

9. CONSIDERATION OF REQUEST FROM COMMUNITY BRIDGES FOR CO-MINGLING RIDES WITH THEIR OTHER PROGRAMS

Summary:

Mark Dorfman made a presentation to illustrate some points in the staff report that might be confusing. He reminded the Board that when staff went out to bid on the ADA service last time, there was a change to “cost per hour” as a result of MultiSystems’ input. This switch made it easy to segregate vehicles so that they were used only for ParaCruz service. METRO recently received two letters from Community Bridges and the Board asked staff for input as a result of them. Community Bridges made five requests that are outlined in the staff report. Mr. Dorfman pointed out that if anything were to change in the criteria under which the RFP was sent out, then another RFP would be necessary. Also, since the ParaCruz vehicles were funded by FTA, METRO needs to comply with FTA regulations. Mr. Dorfman explained the mechanism to allocate costs between the programs if co-mingling is approved. He added that contract amendment language would need to be developed and also a process to share the savings that could accrue from co-mingling.

Discussion:

Sharon Barbour reiterated MASTF’s recommendation that they support sharing of ADA and non-ADA rides.

Sam Storey stated that he supports the proposed plan. He stated that the current contract provides for co-mingling discussions to take place. He also wants to discuss the determination of savings derived from co-mingling and stated that he feels the baseline expectations of savings should be developed now. He explained that the Trapeze Software has parameters as to which rides would be grouped together depending on distance. He expressed concern about the proposed cap of \$26.15 per ride and how this cap would be applied. Mr. Storey also stated that he does not agree that the recapturing of vehicle costs should be applied against Lift Line. Mr. Storey supports the recommendation that the Board authorize staff to continue discussions with Community Bridges but he recommends that a time frame be attached to these discussions.

Brad Neily stated that he is cautiously supportive of staff’s recommendation. The Californians for Disability Rights agreed that ADA vehicles should be used for ADA service. Mr. Neily stated that he likes the idea of a mechanism to begin to quantify costs through Mr. Dorfman’s proposal.

Scott Bugental reiterated that E&D TAC voted to support the District and Community Bridges to find a way to share rides. He mentioned the capacity benefit in ride sharing.

Clay Kempf encouraged the Board to consider this ride sharing proposal. He pointed out that the shared riders are ADA riders who have separate funding sources, i.e. MediCal pays for trips to the doctors and on that day the rider cannot ride with an ADA rider. He also stated that it is important to remember that the paratransit contract consistently comes in hundreds of thousands of dollars under budget. Mr. Kempf spoke regarding the cost proposal comment of \$26.15 per ride vs. 1.6 rides per hour instead of 2 rides per hour. He added that rather than compare service cost based on cost per ride, make sure it is consistent with the cost per hour that is currently in the contract. He felt this would be easier to monitor.

Director Rotkin asked if METRO uses the ride sharing method, would it be necessary to still bring this service in house? Mr. White stated that Community Bridges' letter requesting additional funding by January 2004 is what prompted everything that staff is currently doing on this issue. He added that a letter would be sent to Lift Line stating METRO's current status.

DIRECTOR REILLY ARRIVED.

Les White reported that E&D TAC and MASTF are asking that no decision be made regarding the operating of the system until a summit meeting is held and community consensus is reached. Since this could take a substantial amount of time, he encouraged the Board to keep this issue on the forefront. Mr. White plans to bring this back to the Board in January. He added that there are two issues he will continue to look at in the matter of co-mingling: Primary issue – METRO must be in a position to be legally compliant. Secondary issue – Cost. If cost neutral, and if it is a community benefit and compliant with ADA, Mr. White would probably recommend going forward with the co-mingling. These conclusions, however, need to be reached between now and January when the report comes back to the Board along with an assessment of where METRO stands with operations and the residual programs.

Director Beautz stated that regardless of what happens with co-mingling, staff should go forward with researching bringing the paratransit service in-house. The Board should know all its options. Director Spence stated that in order to reach a level field where METRO can guarantee service and the user can depend on it, it is essential that service comes in house. She added that she would be in favor of a pilot program to co-mingle but it needs to keep the District in compliance and the program needs to be stable.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ

Authorize staff to continue working on studying the question of how to bring the paratransit service in-house and what it takes to do that. Continue discussions of necessary contract amendments to deal with the co-mingling rides as presented to the Board.

Director Keogh directed Mark Dorfman to bring back in January the cost of buying the Trapeze software plus the cost of hardware.

Sam Storey responded to several comments made earlier and quoted the rides per hour billed to METRO in previous months. He added that Lift Line is not constraining the productivity; they have been doing greater numbers of groupings of rides over the past 13 months without degrading on-board time or on-time performance. He added that his Board established the January 3rd date, however, his Board agreed that it would continue that particular date to allow for on-going discussions at committee level and METRO level about transition and who should operate ParaCruz service in the county.

Motion passed unanimously.

THE MEETING WAS CHAIRED BY CHAIRPERSON REILLY FROM THIS POINT FORWARD.

10. CONSIDERATION OF APPROVAL OF 2004 STATE LEGISLATIVE PROGRAM

Summary:

Les White reported that the language to #5 in Attachment A was modified at the request of the Board at their December 12th meeting. He reported that the repeal of the Vehicle License Fee did not affect transit since METRO did not receive any of these funds anyway. Any remaining funds in the State's transportation accounts were eliminated by the new Administration. Mr. White discussed the MetroBase funding of \$7.8 million through the Regional Transportation Commission, Measure 42 and the TCRP (Traffic Congestion Relief Program).

Discussion:

Director Beautz asked that going forward strike-outs and bolding be used to show what revisions are made to staff reports.

ACTION: MOTION: DIRECTOR AINSWORTH SECOND: DIRECTOR ROTKIN

Adopt the proposed METRO 2004 State Legislative Program attached to the staff report. Direct staff to send a letter to each of the agencies that the Board members represent so they can join METRO in lobbying METRO's concerns. Post the list of goals on the website.

Motion passed unanimously.

11. CONSIDERATION OF APPROVAL OF 2004 FEDERAL LEGISLATIVE PROGRAM

Summary:

Les White reported that the High Intensity Transit Tier is the priority on the federal level. This will assist with some of the shortfall funding. Another priority is to continue to advocate for inclusion of the right-of-way acquisition funding for the Pacific Station Project. Mr. White discussed the authorization bill and the difficulty in getting this bill into place. He suggested that two Board members attend the APTA Legislative conference in March of 2004 and that he and the Directors go either early or stay after the conference in order to lobby for METRO issues.

Discussion:

Bonnie Morr reported she was recently in Washington, DC to attend a Transportation Infrastructure Committee hearing and offered her assistance if the Board has anything that they would like her to address on a national level through this committee.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PHARES

Approve the 2004 Federal Legislative Program attached to the staff report. Direct staff to communicate METRO's concerns to the local jurisdiction and UTU to obtain support for this program.

Motion passed unanimously.

ITEM #14 WAS TAKEN OUT OF ORDER AT THIS TIME.

14. CONSIDERATION OF GRANTING LIFETIME BUS PASS TO TIM FITZMAURICE, FORMER BOARD MEMBER

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR AINSWORTH

Move this item to the January Board meeting.

Motion passed unanimously.

ITEM #16 WAS TAKEN OUT OF ORDER AT THIS TIME.

16. CONSIDERATION OF CHANGES IN THE METRO BYLAWS AND OF AN IMPLEMENTATION PLAN RELATING TO THE STRUCTURE AND SUPPORT OF THE METRO ADVISORY COMMITTEE (MAC)

Summary:

Les White reported that there were revisions made to the staff report based on comments received at the December 12th Board meeting. Revisions include language to allow for the inclusion of ex officio members. A proposed set of bylaws to establish a new Metro Advisory Committee by March 2004 is included in the staff report. Mr. White reviewed the criteria of MAC regarding appointees, length of terms and application forms.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PHARES

Approve the proposed changes with the exception that the Board has an advisory body made up of only one appointee by each Board member (i.e. an 11-member committee). Allow ex officio members as the Board sees fit.

Discussion:

Director Spence suggested staying with two members per Director at this time and not appoint ex officio members to MAC. Director Beautz suggested starting with the two appointees per Director; she does not support ex officio memberships. Director Phares agrees with Director Beautz. There was further discussion of ex officio memberships. Director Ainsworth supports the motion.

**ACTION: AMENDMENT TO MOTION: DIRECTOR SPENCE
SECOND: DIRECTOR BEAUTZ**

Return to a 22-member MAC committee to avoid having a quorum of 7 making all the decisions. No ex officio memberships.

Director Norton supports an 11-member committee. Director Reilly supports the Motion for a smaller group and allowing ex officio memberships. Director Tavantzis supports the larger group.

Paul Marcelin-Sampson, Metro Riders Union: He expressed concern that these discussions are taking place with no riders in the room. He supports MAC as the primary advisory committee. He does not support ex officio memberships but does support the 22-member committee. He stated that he is available to be appointed to the committee if a Board member wants to sponsor him. Director Keogh asked Mr. Marcelin if he has permission from METRO to use “Metro” in his group’s name. Mr. Marcelin responded that he doesn’t need permission.

Robert Yount: Mr. Yount supports MAC having ex officio memberships and he would consider someone with a great deal of experience in an area. He is inclined toward the 11-member committee.

ACTION: VOTING ON THE AMENDMENT WHICH WAS BROKEN DOWN INTO TWO PARTS – 1) size of committee 2) ex officio membership:

Amendment on the 22-member committee failed with 4 ayes and 6 noes.

Voting on the amendment to have no ex officio memberships tied with 5 ayes and 5 noes. The amendment failed.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Move to reconsider the vote on the amendment regarding ex officio members.

Amendment to remove ex officio membership language from the bylaws passed by a vote of 9 ayes to 1 no.

There was extensive discussion about when the MAC meetings would be held as this would affect the appointments made by the Board. Director Phares supports a smaller group of 11 members only.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PHARES

Amend Main Motion to state “Meetings will take place after 5:00 p.m. but as early as possible in the evening. Leave it up to MAC to decide the time of the meetings.”

Margaret Gallagher stated that with the new composition of the 11-member committee, the Board should look at Section 5.4 which deals with quorums. Director Rotkin stated that he assumed these areas would be changed and he restated the motion as follows:

Main Motion now states: Change MAC committee to eleven members and make the change to the quorum and any other affected language. Group will meet after 5:00 p.m. but as early as possible in the evening.

Motion passed by unanimous vote of those Directors present.

ITEM #19 WAS TAKEN OUT OF ORDER AT THIS TIME.

19. CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS FOR THE YEAR 2004 AND ON THE TRANSPORTATION COMMISSION

Summary:

Les White reported that the Board annually selects Directors to serve in the leadership capacities of Chair and Vice Chair. Primary and alternate appointments are also made to the Regional Transportation Commission at this time. The last appointee to be made is to the Highway 1 JPA/HOV committee which was done last month.

Nominations for office of Chair and Vice Chair of the Board:

Director Keogh as Chair – Director Keogh declined this nomination.
Director Reilly as Chair
Director Keogh as Vice Chair

Nominations to the Regional Transportation Commission:

Primary: Directors Keogh, Spence, Tavantzis
Alternates: Directors Reilly, Hinkle, Rotkin

Director Rotkin asked that the question be divided.

Primary: Stay with Directors Reilly, Spence and Keogh
Alternates: Stay with same alternates of Directors Phares, Hinkle and Tavantzis.

Director Phares informed the Board that January 2004 would be her last meeting. She will accept the nomination but the new person to replace her from Watsonville will be in her place next month.

Les White read the District Bylaws and stated that the appointment to the RTC is done annually in January with the three members beginning their terms in February. It also states that the directors shall be nominated by the Board Chair in January. Therefore, the issue of nominations to the RTC was set aside and no action taken.

12. DELETED – ACTION TAKEN AT THE DECEMBER 12, 2003 BOARD MEETING

13. MOVED TO CONSENT AGENDA AS ITEM #5-14

ITEM #17 WAS TAKEN OUT OF ORDER AT THIS TIME.

17. CONSIDERATION OF AWARD OF CONTRACT FOR SECURITY GUARD SERVICES

Summary:

Bryant Baehr gave a brief history of the security service issues at METRO and the temporary agreement approved by the Board until December 31, 2003.

DIRECTORS PHARES AND SPENCE LEFT THE ROOM.

He explained that an interview panel reviewed the eight proposals received and is recommending that the 3-year contract be awarded to First Alarm Service for security services at Pacific Station/Metro Center and for revenue collection.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR NORTON

Authorize the General Manager to enter into a three-year base contract (with 2 option years) with First Alarm Security and Patrol, Inc. to provide security services.

Motion passed with Directors Phares and Spence being absent.

ITEM #21 WAS TAKEN OUT OF ORDER AT THIS TIME.

21. CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO CALTRANS FOR FY 2004 RURAL OPERATING ASSISTANCE

Summary:

Mark Dorfman reported that this item is an allocation METRO receives through the State to cover non-urbanized areas. The grant is in the amount of \$92,000 and staff recommends authorization for staff to submit this grant application.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR HINKLE

Adopt resolution authorizing the General Manager to submit a grant application to the California Department of Transportation to assist funding public transit operations in the non-urbanized part of Santa Cruz County.

The Board, by affirmative vote, is casting a unanimous roll call vote for Item #21 with Directors Phares and Spence being absent.

17. CONTINUED TO THE JANUARY 23, 2004 BOARD MEETING

18. MOVED TO CONSENT AGENDA AS ITEM #5-15

20. DELETED – ACTION TAKEN AT THE DECEMBER 12, 2003 BOARD MEETING

22. PRESENTATION OF RESOLUTION OF APPRECIATION FOR THE SERVICE OF JEFF ALMQUIST AS A MEMBER OF THE BOARD OF DIRECTORS

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Move this item to the January 9, 2004 Board meeting.

Motion passed with Directors Phares and Spence being absent.

23. CONSIDERATION OF AUTHORIZING AN APPLICATION THROUGH AMBAG TO CALTRANS FOR FY 2005 TRANSIT PROFESSIONAL DEVELOPMENT GRANT

Summary:

Mark Dorfman stated that a correction has been made to Attachment A. The minimum amount is shown but staff will use salaries of people going to the training. No out-of-pocket expenses will be incurred but this change will make the application look stronger.

DIRECTOR PHARES RETURNED TO THE MEETING.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR AINSWORTH

Authorize the General Manager to submit an application on behalf of METRO through AMBAG to the California Department of Transportation for a grant to fund training and development of METRO planning staff.

Motion passed unanimously with Director Spence being absent.

ADJOURN

There being no further business, Chairperson Reilly adjourned the meeting at 11:57 a.m.

Respectfully submitted.

Dale Carr
Administrative Services Coordinator

DATE: 12/01/03 THRU 12/31/03

CHECK NR	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
167P	12/01/03	-40.00	914 CALTRONICS BUSINESS SYSTEMS	84722	VOID CHECK	-40.00	PRE-PAID
					VOID CHECK		
113P	12/01/03	-49.61	169 MYERS TIRE SUPPLY	84720	VOID CHECK	-49.61	PRE-PAID
					VOID CHECK		
258	12/02/03	3,772.21	001000 ORION BUS INDUSTRIES, INC.	84456	QTY 11 ORION BUSES	3,772.21	28
259	12/05/03	1,772.20	001024 MOSS RUBBER & EQUIPMENT	84457	FUME EXHAUST HOSES	1,772.20	
260	12/05/03	232.10	001052 MID VALLEY SUPPLY	84458	CLEANING SUPPLIES	232.10	
261	12/05/03	467.92	001063 NEW FLYER INDUSTRIES LIMITED	84459	REV VEH PARTS 120	120.22	
				84460	REV VEH PARTS 69	69.40	
				84461	REV VEH PARTS 278	278.30	
262	12/05/03	870.00	001257 DOMINICAN HOSPITAL OF S C	84462	OCT DRUG TESTING	870.00	
263	12/05/03	15.00	001271 DEPARTMENT OF MOTOR VEHICLES	84463	EMPLOYER TESTING	15.00	
264	12/05/03	183.63	001315 WASTE MANAGEMENT OF SC CD	84464	NOV MT HERMON/KINGS	41.60	
				84465	NOV KINGS VILLAGE	142.03	
265	12/05/03	78,051.26	001316 DEVCO OIL	84466	NOV FUEL	78,051.26	
266	12/05/03	2,744.00	001365 BORTNICK, ROBERT S. & ASSOC.	84467	INVESTIGATIVE SVCS	2,744.00	
267	12/05/03	166.71	001471 CALIFORNIA CHAMBER OF COMMERCE	84468	EMPLOYEE POSTERS/HR	166.71	
268	12/05/03	132.00	001523 SANTA CRUZ MEDICAL CLINIC	84469	OCT MEDICAL EXAMS	132.00	
269	12/05/03	16.33	001648 STEVE'S UNION	84470	OCT FUEL	16.33	
270	12/05/03	63.32	001711 MOHAWK MFG. & SUPPLY CO.	84471	REV VEH PARTS 63	63.32	
271	12/05/03	201,079.13	001762 COMMUNITY BRIDGES	84472	OCT ADA PARATRANSIT	201,079.13	
272	12/05/03	830.00	001857 SWRCE	84473	STORM WATER PERMIT	830.00	
273	12/05/03	68.00	002067 SOIL CONTROL	84474	WATER TEST SAMPLE 3	68.00	
274	12/05/03	124.74	002069 A TOOL SHED, INC.	84475	EQUIPMENT RENTAL	-56.76	
				84476	EQUIPMENT RENTAL	181.50	
275	12/05/03	569.89	002278 CHEMSEARCH	84477	PUREWASH SYSTEMS	569.89	
276	12/05/03	646.00	002302 SCOTT, CELIA	84478	LEGAL SVCS/METROBASE	646.00	
277	12/05/03	347.34	002323 NORTHERN SAFETY CO., INC.	84479	SAFETY SUPPLIES 347	347.34	
278	12/05/03	6,000.00	002624 DIGITAL RECORDERS	84480	SOFTWARE CHANGE #1	6,000.00	
279	12/05/03	2,200.00	002654 VNA OF SANTA CRUZ	84481	10/30 FLU SHOTS	2,200.00	
280	12/05/03	2,431.55	009 PACIFIC GAS & ELECTRIC	84482	10/1-10/29 CNG/E RVR	2,420.80	
				84483	10/25-11/24 SAKATA	10.75	
281	12/05/03	41.58	013 MCI SERVICE PARTS, INC.	84484	REV VEH PARTS	41.58	
282	12/05/03	1,126.28	018 SALINAS VALLEY FORD SALES	84485	REV VEH PARTS	1,126.28	
283	12/05/03	569.20	020 ADT SECURITY SYSTEMS	84486	HEAT DETECT/DEC ALRM	569.20	
284	12/05/03	160.10	061A REGISTER PAJARONTIAN	84487	CLASSIFIED ADS	160.10	
285	12/05/03	92.91	115 SNAP-ON TOOLS CORPORATION	84488	PARTS & SUPPLIES	92.91	
286	12/05/03	513.22	117 GILLIG CORPORATION	84489	REV VEH PARTS	513.22	
287	12/05/03	1,890.91	130 WATSONVILLE CITY WATER DEPT.	84490	CONTAINER RODRIGUEZ	1,282.64	
				84491	9/4-11/4 RODRIGUEZ	489.63	
				84492	9/4-11/4 RODRIGUEZ	60.02	
				84493	9/4-11/4 RODRIGUEZ	58.62	
288	12/05/03	469.32	147 ZEE MEDICAL SERVICE	84494	SAFETY SUPPLIES	166.92	
				84495	SAFETY SUPPLIES	302.40	
289	12/05/03	517.20	149 SANTA CRUZ SENT INEL	84496	OCT ADVERTISING	517.20	
290	12/05/03	23.28	166 HOSE SHOP, INC. THE	84497	REPAIRS/MAINTENANCE	23.28	
291	12/05/03	14.86	166 WILSON, GEORGE H., INC.	84498	REPAIRS/MAINTENANCE	14.86	
292	12/05/03	1,223.34	192 ALWAYS UNDER PRESSURE	84499	REPAIRS/MAINTENANCE	1,223.34	
293	12/05/03	59.02	220 JONES COMPANY, THE ED	84500	SUPERVISOR BADGE	59.02	
294	12/05/03	1,935.80	221 VEHICLE MAINTENANCE PROGRAM	84501	REV VEH PARTS 283	283.16	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 12/01/03 THRU 12/31/03

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
				84502	REV VEH PARTS 1683	1,682.64	
295	12/05/03	60.00 271	CARLSON, BRENT D., M.D., INC.	84503	NOV DRUG TESTING	60.00	
296	12/05/03	995.33 262	GRAINGER INC. W.W.	84504	WATER WASTER/METRO	995.33	
297	12/05/03	3,352.71 378	STEWART & STEVENSON	84505	REV VEH PARTS	3,352.71	
298	12/05/03	615.22 395	APPLIED GRAPHICS, INC.	84506	ENVELOPES/LETTERHEAD	615.22	
299	12/05/03	5.43 418	COUNTY OF SANTA CRUZ	84507	CNG FUEL	5.43	
300	12/05/03	514.36 426	AMERICAN VACUUM COMPANY	84508	REPAIRS/MAINT 476	514.36	
301	12/05/03	434.00 432	EXPRESS PERSONNEL SERVICES	84509	TEMP W/E 11/2 FLT	434.00	
302	12/05/03	164.07 434	VERIZON WIRELESS-PAGERS	84510	DEC PAGERS	164.07	
303	12/05/03	53.65 434B	VERIZON CALIFORNIA	84511	MT. BIEWLASKI	53.65	
304	12/05/03	629.85 436	WEST GROUP PAYMENT CTR	84512	OCT ACCESS CHGS	517.53	
				84513	CA CIVIL TRIALS/L6L	112.32	
305	12/05/03	495.00 455	PIRACLE	84514	SW ANNUAL MAINT/IT	495.00	
306	12/05/03	1,483.00 460	DIESEL MARINE ELECTRIC	84515	REV VEH PARTS	1,483.00	
307	12/05/03	321.00 481	PIED PIPER EXTERMINATORS, INC.	84516	NOV PEST CONTROL	225.50	
				84517	STORTIES/CHINA EXP	95.50	
308	12/05/03	194,762.98 502	CA PUBLIC EMPLOYEES'	84518	DEC MEDICAL INS	194,762.98	
309	12/05/03	32.27 511	LUMINATOR	84519	REV VEH PARTS 28	32.27	
310	12/05/03	524.75 629	HUGHES & ASSOCIATES	84520	INVESTIGATIVE SVCS	524.75	
311	12/05/03	409.89 630	SAFEWAY	630	WINTER BID CHANGE	409.89	
312	12/05/03	4,875.00 639	72 DEGREES	84522	INSTL FUME HD/DUB	4,875.00	
313	12/05/03	6,174.00 679	FIRST TRANSIT, INC.	84523	OCT BUS INSPECTION	6,174.00	
314	12/05/03	70.00 682	WEISS, AMY L.	84524	PROF SVCS 11 /21	70.00	
315	12/05/03	9,056.25 683	TRISTAR RISK MANAGEMENT	84525	DEC WC SVC FEE	9,056.25	
316	12/05/03	823.60 733	CLAREMONT BEHAVIORAL SERVICES	84526	DEC EAP PREMIUM	823.60	
317	12/05/03	12,427.00 804	ORTHOPAEDIC HOSPITAL	84527	OCT PROF/TECH SVCS	12,427.00	
318	12/05/03	75,673.29 904	RNL DESIGN	84528	PROF SVCS THRU 10/31	71,537.90	
				84529	REINBRAS EXP TO 10/31	4,115.39	
319	12/05/03	4,577.00 949	HARTFORD FIRE INSURANCE CO.	84530	FLOOD INSURANCE 1 YR	4,577.00	
320	12/05/03	167.92 973	SANTA CRUZ DODGE	84531	REV VEH PARTS	167.92	
321	12/05/03	146,631.06 975	TRISTAR RISK MANAGEMENT NO. 2	84532	NOV TRUST ACCOUNT	136,631.06	
				84533	SPCL REPLENISHMENT	10,000.00	
322	12/05/03	50.00 B001	AINSWORTH, SHERYL	84542	NOV BOARD MEETING	50.00	
323	12/05/03	100.00 B003	BEAUTZ, JAN	84543	NOV BOARD MEETING	100.00	
324	12/05/03	50.00 B006	HINKLE, MICHELLE	84544	NOV BOARD MEETING	50.00	
325	12/05/03	100.00 B007	KEOGH, MICHAEL	84545	NOV BOARD MEETING	100.00	
326	12/05/03	50.00 B010	NORTON, DENNIS	84546	NOV BOARD MEETING	50.00	
327	12/05/03	100.00 B011	REILLY, EMILY	84547	NOV BOARD MEETING	100.00	
328	12/05/03	100.00 B012	SPENCE, PAT	84549	NOV BOARD MEETING	100.00	
329	12/05/03	50.00 B014	CITY OF WATSONVILLE	84550	NOV BOARD MEETING	50.00	
330	12/05/03	100.00 B015	ROTKIN, MIKE	84548	NOV BOARD MEETING	100.00	
331	12/05/03	65.78 E002	STICKEL, TOM	84534	EMP INCENTIVE/FLT	73.78	
				84535	CA VEHICLE CODE BKS	12.00	
332	12/05/03	44.00 E345	JACINTO, FRANK	84536	DMV/VTT FEES	44.00	
333	12/05/03	250.00 E404	WILSON, BONNIE	84537	WINTER BID CHANGE	250.00	
334	12/05/03	44.00 E508	GILBERT, MARTIN	84538	DMV/VTT FEES	44.00	
335	12/05/03	44.00 E510	MENDOZA, URIEL	84539	DMV/VTT FEES	44.00	
336	12/05/03	44.00 E518	MARCUS, STEVEN	84540	DMV/VTT FEES	44.00	
337	12/05/03	700.00 R411	BETHEL WILCHUIZ GUARDIAN OF	84541	SETTLEMENT CLAIM	700.00	
338	12/11/03	600.00 377	CAL/OSHA	24724	CAL/OSHA PENALTY	600.00	MANUAL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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CK NR	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
			CAL/OSHA PENALTY				
339	12/19/03	993.23 001	SBC	84554	DEC PHONE LINE/IT	596.16	
				84555	DEC PHONE LINES	397.07	
340	12/19/03	9,636.19 001043	VISION SERVICE PLAN	84556	DEC VISION INSURANCE	9,636.19	
341	12/19/03	324.92 001052	MID VALLEY SUPPLY	84557	CLEANING SUPPLIES	232.10	
				84558	CLEANING SUPPLIES	92.82	
342	12/19/03	7,941.43 001063	NEW FLYER INDUSTRIES LIMITED	84559	REV VEH PARTS 627	626.92	
				84560	REV VEH PARTS 474	473.50	
				84561	REV VEH PARTS 3869	3,868.79	
				84562	REV VEH PARTS 362	361.82	
				84563	REV VEH PARTS 2346	2,345.84	
				84564	REV VEH PARTS 232	264.56	
343	12/19/03	1,407.05 001119	MACERICH PARTNERSHIP LP	84565	JAN - CAPITOLA MALL	1,407.05	
344	12/19/03	510.88 001491	TRI-COUNTY FIRE PROTECTION INC	84566	ADD FUME HOOD SPRKLR	510.88	
345	12/19/03	1,150.25 001492	EVERGREEN OIL INC.	84567	HAZ WASTE DISPOSAL	195.00	
				84568	HAZ WASTE DISPOSAL	955.25	
346	12/19/03	18,157.64 001616	UNUM	84569	DEC LTD INSURANCE	18,157.64	
347	12/19/03	60.38 001711	MOHAWK MFG. & SUPPLY CO.	84570	REV VEH PARTS 60	60.38	
348	12/19/03	657.51 001800	THERMO KING OF SALINAS, INC	84571	REV VEH PARTS	657.51	
349	12/19/03	136.10 001856	BAY COMMUNICATIONS	84572	OUT REPAIR PHONES	136.10	
350	12/19/03	455.00 001930	STATE BAR OF CALIFORNIA	84573	2004 MEMBERSHIP	455.00	
351	12/19/03	139.80 001936	MCI	84574	NOV LONG DISTANCE	139.80	
352	12/19/03	135.00 001945	SANTA CRUZ COUNTY BAR ASSN	84575	2004 MEMBER DUES	135.00	
353	12/19/03	2,768.02 001A	SBC/MCI	84576	NOV PHONE LINE/IT	92.28	
				84577	NOV PHONE LINE/IT	177.26	
				84578	NOV PHONE LINE/IT	177.26	
				84579	NOV PHONES	2,321.22	
354	12/19/03	298.22 002028	WESTCOAST LEGAL SERVICE	84580	PROF/TECH SVCS	298.22	
355	12/19/03	195.42 002063	COSTCO	84581	EMP INCENTIVE/QPS	53.50	
				84582	MICROWAVE/FLEET	93.86	
				84583	PHOTO PROCESS/QPS	30.23	
				84584	LOCAL MEETING EXP	17.83	
356	12/19/03	68.00 002067	SOIL CONTROL	84585	WATER TEST SAMPLE 4	68.00	
357	12/19/03	82.50 002069	A TOOL SHED, INC.	84586	EQUIPMENT RENTAL	82.50	
358	12/19/03	26,656.72 002116	HINSHAW, EDWARD & BARBARA	84587	JAN - 120 DUBOIS	2,243.86	
				84588	JAN - 370 ENCINAL	24,412.84	
359	12/19/03	10,676.78 002117	IULIANO, NICK	84589	JAN - 111 DUBOIS	10,676.78	
360	12/19/03	3,105.00 002143	TOXSCAN, INC.	84590	STORM WATER ANALYSIS	3,105.00	
361	12/19/03	75.13 002170	KIM SUPPLY, INC	84591	REPAIRS/MAINT 51	75.13	
362	12/19/03	35.94 002191	BACON, EDWARD R. COMPANY, INC.	84592	REV VEH PARTS	35.94	
363	12/19/03	2,000.00 002267	SHAW & YODER, INC.	84593	OCT LEGISLATIVE SVCS	2,000.00	
364	12/19/03	3,303.67 002287	CALIFORNIA SERVICE EMPLOYEES	84594	DEC MEDICAL	3,303.67	
365	12/19/03	20,151.84 002295	FIRST ALARM	84595	NOV SECURITY	20,151.84	
366	12/19/03	3,750.00 002346	CHANEY, CAROLYN & ASSOC., INC.	84596	DEC LEGISLATIVE SVCS	3,750.00	
367	12/19/03	145.69 002369	DARCO PRINTING	84597	OFFICE SUPPLIES/QPS	145.69	
368	12/19/03	49.95 002411	BIG O TIRE	84598	OUT REPAIR/#101	49.95	
369	12/19/03	144.24 002447	SETON IDENTIFICATION PRODUCTS	84599	IN USE/VACANT SIGNS	144.24	
370	12/19/03	1,036.64 002504	TIFCO INDUSTRIES	84600	PARTS & SUPPLIES	1,036.64	
371	12/19/03	1,887.75 002607	CTC ANALYTICAL SERVICES INC.	84601	OUT REPAIR REV VEH	1,887.75	
372	12/19/03	2,422.21 002610	FREDERICK ELECTRONICS CORP.	84602	JAN - 375 ENCINAL	2,422.21	

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373	12/19/03	127.31 002639	NEXTEL COMMUNICATIONS	84603	10/26-11/25 PHONES	127.31	
374	12/19/03	253.80 002643	IOS CAPITAL	84604	12/22-1/21 CANNON RNT	253.80	
375	12/19/03	216.00 002635	WEST GROUP	84605	MOTOR VEHICLES US	216.00	
376	12/19/03	345.30 002707	FITNEY BOWES CREDIT CORP	84606	12/30-3/30 RENTAL	345.30	
377	12/19/03	118.84 004	NORTH BAY FORD LINC-MERCURY	84607	REV VEH PARTS	118.84	
378	12/19/03	134.52 007	UNITED PARCEL SERVICE	84608	NOV/DEC FREIGHT OUT	134.52	
380	12/19/03	35,639.33 009	PACIFIC GAS & ELECTRIC	84609	10/29-11/26 RDRIGUEZ	1,274.77	
				84610	10/29-11/26 RDRIGUEZ	49.36	
				84611	10/29-11/26 BEACH	90.07	
				84612	10/30-12/1 HRVY WEST	42.52	
				84613	10/30-12/1 GOLF CLUB	673.87	
				84614	10/30-12/1 GOLF CLUB	1,716.73	
				84615	10/30-12/1 RIVER	1,875.35	
				84616	10/30-12/1 111 DUB	746.13	
				84617	10/30-12/1 111 DUB	1,533.46	
				84618	10/30-12/1 RIVER	519.11	
				84619	10/30-12/1 370 ENC	2,158.48	
				84620	10/30-12/1 370 ENC	745.53	
				84621	10/25-11/24 SAKATA	11.00	
				84622	11/4-12/4 PACIFIC	1,321.25	
				84623	11/4-12/4 PACIFIC	430.00	
				84624	11/4-12/4 PACIFIC	209.02	
				84625	11/14-12/12 PAUL SWT	79.27	
				84626	11/8-12/10 KINGS VLB	550.24	
				84627	11/8-12/10 KINGS VLB	127.50	
				84628	11/8-12/10 KINGS VLB	55.21	
				84629	4/30-9/30 CNS/G RVR	21,424.46	
381	12/19/03	1,439.99 018	SALINAS VALLEY FORD SALES	84630	OUT REPAIR/#001	516.29	
				84631	REV VEH PARTS	923.70	
382	12/19/03	50.65 021	WHOLY WATER	84632	OUT REPAIR EQUIP/OPS	50.65	
383	12/19/03	251.32 036	KELLY-MOORE PAINT CII INC.	84633	MISC PAINT/SUPPLIES	251.32	
384	12/19/03	1,628.06 039	KINKO'S INC.	84634	NOV PRINTING	1,628.06	
385	12/19/03	2,323.05 041	MISSION UNIFORM	84635	NOV UNIFORMS/LAUNDRY	450.87	
				84636	NOV UNIFORMS/LAUNDRY	1,872.18	
386	12/19/03	33.44 042	ORCHARD SUPPLY HARDWARE	84637	MISC SUPPLIES	33.44	
387	12/19/03	2,123.66 043	PALACE ART & OFFICE SUPPLY	84638	OFFICE SUPPLIES	2,123.66	
388	12/19/03	38.41 051	SANTA CRUZ FIRE EQUIPMENT	84639	FIRE EXT RECHARGE	38.41	
389	12/19/03	234.57 074	KENVILLE & SONS LOCKSMITH	84640	OCT/NOV LOCKS/KEYS	234.57	
390	12/19/03	6.54 079	SANTA CRUZ MUNICIPAL UTILITY	84641	NOV LANDFILL	6.54	
391	12/19/03	2,390.00 080	STATE BOARD OF EQUALIZATION	84642	NOV USE TAX PREPAY	2,390.00	
392	12/19/03	12,209.56 085	DIXON & SON TIRE, INC.	84643	OUT REPAIR REV VEH	185.16	
				84644	NOV TIRES/TUBES	12,024.40	
393	12/19/03	224.77 067	RECOGNITION SERVICES LTD.	84645	ENF INCENTIVE 208	224.77	
394	12/19/03	193.00 090	CRYSTAL SPRINGS WATER CO.	84646	NOV WATER FLEET	193.00	
395	12/19/03	1,570.08 107	SAN LORENZO LUMBER CO., INC.	84647	REPAIRS/MAINT/TOOLS	1,068.44	
				84648	REPAIRS/MAINT/SUPPLY	493.94	
				84649	PARTS & SUPPLIES	2.70	
396	12/19/03	2,374.94 110	JESSICA GROCERY STORE, INC.	84650	JAN CUSTODIAN SVCS	2,374.94	
397	12/19/03	94.64 130	WATSONVILLE CITY WATER DEPT.	84651	11/1-12/1 SAKATA	13.38	
				84652	11/1-12/1 RDRIGUEZ	9.46	

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					84653	11/01-12/01 SAKATA	71.80	
1398	12/19/03	3,589.90	134 DAY WIRELESS SYSTEMS		84654	NOV OUT REPAIR EQUIP	3,589.90	
1399	12/19/03	1,313.61	135 SANTA CRUZ AUTO PARTS, INC.		84655	OUT RPR EQUIP/PARTS	1,313.61	
1400	12/19/03	32.16	147 ZEE MEDICAL SERVICE		84656	SAFETY SUPPLIES	32.16	
1401	12/19/03	1,284.23	148 ZEP MANUFACTURING COMPANY		84657	CLEANING SUPPLIES	1,284.23	
1402	12/19/03	280.46	149 SANTA CRUZ SENTINEL		84658	NOV ADVERTISING/DUB	280.46	
1403	12/19/03	183.51	161 OCEAN CHEVROLET INC		84659	REV VEH PARTS	183.51	
1404	12/19/03	383.35	166 HOSE SHOP, INC.,THE		84660	REPAIRS/MAINTENANCE	6.00	
					84661	REV VEH PARTS/SUPPLY	379.35	
1405	12/19/03	49.61	169 MYERS TIRE SUPPLY		84721	SMALL TOOLS/FLEET	49.61	
1406	12/19/03	411.65	170 TOWNSEND'S AUTO PARTS		84662	REV VEH PARTS	411.65	
1407	12/19/03	287.07	186 WILSON, GEORGE H., INC.		84663	REPAIRS/MAINTENANCE	287.07	
1408	12/19/03	345.00	260 SANTA CRUZ GLASS CO., INC.		84664	RPLCE DOOR GLASS/MET	345.00	
1409	12/19/03	541.28	282 GRAINGER INC. W.W.		84665	REV VEH PARTS	167.05	
					84666	LAMPS RESUPPLY	374.23	
1410	12/19/03	538.39	294 ANDY'S AUTO SUPPLY		84667	REV VEH PARTS/SUPPLY	538.39	
1411	12/19/03	153.00	367 COMMUNITY TELEVISION OF		84668	TV COVERAG 11/21 MTG	153.00	
1412	12/19/03	6,887.97	378 STEWART & STEVENSON		84669	OUT REPAIR/#8095	270.00	
					84670	REV VEH PARTS	71.04	
					84671	REV VEH PARTS	1,275.81	
					84672	REV VEH PARTS	2,085.02	
					84673	REV VEH PARTS	196.19	
					84674	REV VEH PARTS	2,731.10	
					84675	REV VEH PARTS	258.81	
1413	12/19/03	309.96	389 KEN'S AUTO PARTS, INC.		84676	CLEANING SUPPLIES	309.96	
1414	12/19/03	142.72	393 APPLIED GRAPHICS, INC.		84677	ENVELOPES/METRO	142.72	
1415	12/19/03	143.26	405 JOHN'S ELECTRIC MOTOR SVC		84678	REBLD LIFT STN PUMP	143.26	
1416	12/19/03	5.20	418 COUNTY OF SANTA CRUZ		84679	CNG FUEL	5.20	
1417	12/19/03	1,588.75	432 EXPRESS PERSONNEL SERVICES		84680	TEMP W/E 11/9 & 16	1,046.25	
					84681	TEMP W/E 11/23 FLT	542.50	
1418	12/19/03	2,206.03	433 AMPAC BUILDING MAINTENANCE		84682	NOV CUSTODIAL SVCS	2,206.03	
1419	12/19/03	32.40	436 WEST GROUP PAYMENT CTR		84683	LIABILITY UPDATE	32.40	
1420	12/19/03	249.48	448 UNISOURCE		84684	CLEANING SUPPLIES	249.48	
1421	12/19/03	236.74	461 VULTRON INC.		84685	REV VEH PARTS	236.74	
1422	12/19/03	750.00	475 TRAPEZE SOFTWARE GROUP, INC.		84686	1/1-3/31 FLEET MATE	750.00	
1423	12/19/03	2,045.00	478 BEE CLENE		84687	CUSTODIAL SVCS/CRPTS	2,045.00	
1424	12/19/03	197.04	504 CUMMINS WEST, INC.		84688	REV VEH PARTS	197.04	
1425	12/19/03	94.00	507 LORMAN EDUCATION SERVICES		84689	WRKPLC IN CA/LGL 89	94.00	
1426	12/19/03	191.92	510 ASCOM HASLER LEASING		84690	JAN EQUIP RENTAL	191.92	
1427	12/19/03	763.58	511 LUMINATOR		84691	REV VEH PARTS 764	763.58	
1428	12/19/03	660.00	533 LINDSKOG, P.E., ROBERT		84692	PROF SVCS 9/5-9/19	660.00	
1429	12/19/03	109.63	534 REGENTS OF UNIVERSITY OF CALIF		84693	CA MECHANICS LIENS	109.63	
1430	12/19/03	1,360.00	540 SUPERIOR ALARM COMPANY		84694	SMOKE DETECTOR SVC	1,360.00	
1431	12/19/03	328.99	566 ARROWHEAD MTN SPRING WATER		84695	NOV WATER ADMIN	144.11	
					84696	NOV WATER PLANG	184.88	
1432	12/19/03	571.25	592 E & S ERECTION OF		84697	REPAIR DOORS MMF	571.25	
1433	12/19/03	3,386.00	616 BROWN ARMSTRONGS		84698	AUDIL SERVICES	3,386.00	
1434	12/19/03	647.65	647 GFI GENFARE		84699	REV VEH PARTS	521.78	
					84700	REV VEH PARTS	125.87	
1435	12/19/03	197.85	648 CITY OF SCOTTS VALLEY		84701	5/15-11/15 KINGS VLG	197.85	

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436	12/19/03	75.00	688		84702	PARACRUZ HEARINGS	75.00	
437	12/19/03	75.00	689		ML 84703	PARACRUZ HEARINGS	75.00	
438	12/19/03	15.00	716		84704	RULES UPDATE 2004	15.00	
439	12/19/03	650.00	733		84705	PRDF SVCS 11/17 & 20	650.00	
440	12/19/03	940.00	737		84706	BATTERIES & UPS 825	940.00	
441	12/19/03	31,986.07	800		84707	DEC DENTAL	31,986.07	
442	12/19/03	900.00	840		84708	JAN - VERNON LOT	900.00	
443	12/19/03	2,931.54	851		84709	4055019201231121	2,931.54	
444	12/19/03	44.95	856		84710	FREIGHT/BUSHING IDLR	44.95	
445	12/19/03	107.89	859		84711	REFRIG SEALS/SMC	107.89	
446	12/19/03	40.00	914		84723	OFFICE SUPPLIES/ADM	40.00	
447	12/19/03	237.26	921		84712	QTY 2 WHLCHAIR BELTS	237.26	
448	12/19/03	656.50	950		84713	NOV MAINT/IRRIGTN	656.50	
449	12/19/03	7,497.00	975		84714	SPCL REPLENISHMENT	7,497.00	
450	12/19/03	94.86	E136		84715	MEDICAL PREMIUMS	94.86	
451	12/19/03	34.00	E196		84716	DMV FEES	34.00	
452	12/19/03	34.61	E308		84717	12/11 SEMINAR SJ	34.61	
453	12/19/03	600.00	R412		84718	SETTLEMENT CLAIM	600.00	
454	12/19/03	334.22	R413		84719	SETTLEMENT CLAIM	334.22	
455	12/30/03	331.08	788		1	PETTY CASH/FINANCE	331.08	
456	12/30/03	288.84	M001		2	JAN MEDICAL PREMIUM	288.84	
457	12/30/03	80.14	M002		3	JAN MEDICAL PREMIUM	80.14	
458	12/30/03	248.77	M003		4	JAN MEDICAL PREMIUM	248.77	
459	12/30/03	248.77	M005		5	JAN MEDICAL PREMIUM	248.77	
460	12/30/03	646.40	M006		6	JAN MEDICAL PREMIUM	646.40	
461	12/30/03	489.54	M007		7	JAN MEDICAL PREMIUM	489.54	
462	12/30/03	280.84	M008		8	JAN MEDICAL PREMIUM	280.84	
463	12/30/03	816.40	M009		9	JAN MEDICAL PREMIUM	816.40	
464	12/30/03	280.84	M010		10	JAN MEDICAL PREMIUM	280.84	
465	12/30/03	80.14	M011		11	JAN MEDICAL PREMIUM	80.14	
466	12/30/03	80.14	M012		12	JAN MEDICAL PREMIUM	80.14	
467	12/30/03	72.14	M013		13	JAN MEDICAL PREMIUM	72.14	
468	12/30/03	80.14	M015		14	JAN MEDICAL PREMIUM	80.14	
469	12/30/03	40.07	M016		15	JAN MEDICAL PREMIUM	40.07	
470	12/30/03	40.07	M017		16	JAN MEDICAL PREMIUM	40.07	
471	12/30/03	72.14	M019		17	JAN MEDICAL PREMIUM	72.14	
472	12/30/03	19.34	M021		18	JAN MEDICAL PREMIUM	19.34	
473	12/30/03	219.57	M022		19	JAN MEDICAL PREMIUM	219.57	
474	12/30/03	47.97	M023		20	JAN MEDICAL PREMIUM	47.97	
475	12/30/03	30.44	M024		21	JAN MEDICAL PREMIUM	30.44	
476	12/30/03	35.19	M025		22	JAN MEDICAL PREMIUM	35.19	
477	12/30/03	19.22	M026		23	JAN MEDICAL PREMIUM	19.22	
478	12/30/03	248.77	M027		24	JAN MEDICAL PREMIUM	248.77	
479	12/30/03	30.44	M028		25	JAN MEDICAL PREMIUM	30.44	
480	12/30/03	39.94	M029		26	JAN MEDICAL PREMIUM	39.94	
481	12/30/03	38.44	M030		27	JAN MEDICAL PREMIUM	38.44	
482	12/30/03	38.44	M031		28	JAN MEDICAL PREMIUM	38.44	
483	12/30/03	55.08	M032		29	JAN MEDICAL PREMIUM	55.08	
484	12/30/03	38.44	M033		30	JAN MEDICAL PREMIUM	38.44	
485	12/30/03	19.22	M034		31	JAN MEDICAL PREMIUM	19.22	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 12/01/03 THRU 12/31/03

CHECK NR	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
486	12/30/03	38.44 M035	CAVATAIO, PASQUALE	32	JAN MEDICAL PREMIUM	38.44	
487	12/30/03	38.44 M036	CERVANTES, PEDRO	33	JAN MEDICAL PREMIUM	38.44	
488	12/30/03	38.44 M037	CHANDLEY, PAUL	34	JAN MEDICAL PREMIUM	38.44	
489	12/30/03	19.22 M038	DAKIWAG, FRED	35	JAN MEDICAL PREMIUM	19.22	
490	12/30/03	38.44 M039	DAVILA, ANA MARIA	36	JAN MEDICAL PREMIUM	38.44	
491	12/30/03	38.44 M040	GARBEZ, LINDA	37	JAN MEDICAL PREMIUM	38.44	
492	12/30/03	19.22 M041	GOUVEIA, ROBERT	38	JAN MEDICAL PREMIUM	19.22	
493	12/30/03	38.44 M042	HOBBS, JAMES	39	JAN MEDICAL PREMIUM	38.44	
494	12/30/03	49.57 M043	HOLDNICK, JAMES	40	JAN MEDICAL PREMIUM	49.57	
495	12/30/03	38.44 M044	KORBA, PATRICIA	41	JAN MEDICAL PREMIUM	38.44	
496	12/30/03	38.44 M045	LANTHIER, BURT	42	JAN MEDICAL PREMIUM	38.44	
497	12/30/03	19.22 M046	LAWHON, JACK	43	JAN MEDICAL PREMIUM	19.22	
498	12/30/03	19.22 M047	LEFFLER, JEAN	44	JAN MEDICAL PREMIUM	19.22	
499	12/30/03	38.44 M048	MOHLE, PAMELA	45	JAN MEDICAL PREMIUM	38.44	
500	12/30/03	49.57 M049	NELSON, RICHARD	46	JAN MEDICAL PREMIUM	49.57	
501	12/30/03	19.22 M050	O'MARA, KATHLEEN	47	JAN MEDICAL PREMIUM	19.22	
502	12/30/03	38.44 M051	PENDRAGON, LINDA	48	JAN MEDICAL PREMIUM	38.44	
503	12/30/03	19.22 M052	RODGERS, MARILYN	49	JAN MEDICAL PREMIUM	19.22	
504	12/30/03	19.22 M053	SCILLA, JOSEPH	50	JAN MEDICAL PREMIUM	19.22	
505	12/30/03	49.57 M054	SLOAN, FRANCIS	51	JAN MEDICAL PREMIUM	49.57	
506	12/30/03	38.44 M055	WADSWORTH, RITA	52	JAN MEDICAL PREMIUM	38.44	
507	12/31/03	86.76 001	SBC	53	DEC PHONE LINES	86.76	
508	12/31/03	3,000.00 002624	DIGITAL RECORDERS	54	SYS REVIEW TALK BUS	3,000.00	
509	12/31/03	221.25 007	UNITED PARCEL SERVICE	55	DEC FREIGHT OUT	221.25	
510	12/31/03	1,723.30 009	PACIFIC GAS & ELECTRIC	56	10/30-12/1 CNG/E RVR	1,723.30	
511	12/31/03	36,852.64 875	PACIFICARE DENTAL	57	JAN DENTAL	36,852.64	
		4,859,621.66	COAST COMMERCIAL BANK		TOTAL CHECKS 255	4,859,621.66	

**Santa Cruz METRO
December 2003 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Cabrillo	Bike	Passes/ Free Rides
			Student	Faculty	Day Pass	Riders	W/C	Day Pass					
10	\$ 1,215.31	14,494	10,450	1,830	15	42	5	9	158	303	1,290		
13	\$ 213.04	5,255	4,571	330	3	9	-	1	29	86	189		
15	\$ 700.54	16,532	14,598	933	9	32	5	1	126	213	434		
16	\$ 3,153.89	38,982	31,166	3,229	37	96	27	21	442	718	2,184		
19	\$ 1,057.05	12,369	9,382	1,070	20	48	6	18	138	194	1,143		
2	\$ 2,198.42	4,993	1,422	240	48	58	11	19	166	90	1,792		
3A	\$ 1,117.44	2,606	245	123	30	44	9	37	120	35	1,426		
3B	\$ 1,435.34	3,290	285	109	43	73	5	24	147	75	1,817		
3N	\$ 83.60	279	70	12	-	1	-	-	17	8	125		
3C	\$ 309.98	663	110	32	12	15	-	7	10	15	328		
4	\$ 1,385.45	5,057	206	70	18	194	11	65	113	67	3,575		
7	\$ 429.13	1,179	68	25	17	41	8	23	76	12	753		
7N	\$ 1,320.47	2,087	236	104	1	10	3	3	91	57	792		
9	\$ 193.90	440	19	10	5	-	-	2	27	1	265		
12A	\$ 125.76	2,084	1,793	147	2	2	1	-	16	26	54		
12B	\$ 85.35	1,908	1,670	127	-	2	2	2	5	22	48		
20	\$ 109.10	2,797	2,382	262	1	1	-	-	20	29	63		
22	\$ 77.65	2,325	2,078	129	-	3	1	-	12	57	58		
31	\$ 2,297.56	3,833	152	71	35	55	10	21	128	126	2,046		
32	\$ 757.43	1,089	29	10	5	10	14	1	12	13	550		
33	\$ 437.50	546	-	-	-	8	-	-	2	1	271		
34	\$ 186.34	300	5	-	-	-	1	-	-	2	164		
35	\$ 24,527.54	36,765	681	308	300	535	69	234	1,013	1,059	19,255		
36	\$ 216.40	414	29	22	2	19	-	-	20	13	193		
40	\$ 1,824.15	2,197	44	25	74	20	-	22	55	114	1,067		
41	\$ 786.04	1,319	198	39	9	27	-	2	33	77	526		
42	\$ 649.25	953	114	5	5	14	-	2	28	65	390		
52	\$ 606.01	1,226	21	16	5	49	23	21	67	14	717		
53	\$ 674.95	1,058	23	11	12	46	39	30	41	29	557		
54	\$ 331.90	601	3	5	2	11	-	8	88	45	293		
55	\$ 1,893.69	4,002	33	43	38	126	101	59	1,073	88	1,692		
56	\$ 289.11	516	15	5	8	31	-	20	88	7	238		
58	\$ 44.85	106	1	1	-	8	-	-	-	1	70		
65	\$ 4,403.15	7,516	427	185	67	201	115	65	306	160	3,737		
66	\$ 10,105.73	14,642	742	429	193	298	128	124	634	319	6,451		
67	\$ 5,425.97	8,934	634	357	113	139	93	51	402	204	4,125		
69	\$ 7,893.30	12,961	1,027	519	123	337	83	113	519	319	5,785		
69A	\$ 15,325.98	19,121	722	427	193	572	97	141	475	477	7,587		
69N	\$ 1,590.46	2,789	309	102	3	33	7	4	307	86	1,035		
69W	\$ 18,288.33	25,436	884	473	179	546	147	148	2,351	649	9,711		
70	\$ 2,602.80	5,657	176	89	31	89	29	34	1,628	139	2,057		
71	\$ 49,718.80	67,432	1,502	973	465	1,640	284	379	5,786	1,705	26,153		
72	\$ 4,953.99	5,700	3	37	54	183	9	55	187	94	2,275		
73	\$ 4,516.10	4,745	4	7	34	244	33	76	109	28	1,686		
75	\$ 5,642.44	6,190	22	27	49	210	17	58	158	84	2,300		
78	\$ 84.79	103	1	-	-	13	1	2	-	1	39		
79	\$ 1,606.25	2,057	-	2	31	155	20	69	37	17	1,004		
88	\$ 26.65	2,727	2	2	-	1	22	1	4	6	299		
91	\$ 4,288.85	5,347	114	102	105	65	18	27	738	207	1,661		
Unknown	\$ 53.56	270	168	17	-	1	-	1	7	4	41		
TOTAL	\$187,261.29	363,892	88,836	13,091	2,396	6,357	1,454	2,000	18,009	8,161	120,311		

ROUTE	REVENUE	RIDERSHIP	VTA/SC		17		S/D	W/C	None	ECO	Bike	Monthly
			Day Pass	CalTrain	Day Pass	Riders						
17	\$ 10,343.59	8,722	11	31	132	369	12	27	140	367	5,740	

RIDERSHIP	
Night Owl	1,299
Holiday Shuttle	4,334
TOTAL	5,633

December Ridership	378,247
December Revenue	\$ 197,685.89

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF DECEMBER, 2003

BUS #	DATE	DAY	REASON
2208CG	26-Dec	FRIDAY	Beeper does not work when lift is deployed
2226CN	6-Dec	SATURDAY	Ramp will not "power" deploy
2227CN	21-Dec	SUNDAY	Delayed kneel, unsafe.
8077F	2-Dec	TUESDAY	Wheelchair lift won't stow
8077F	28-Dec	SUNDAY	Problem stowing
8100F	4-Dec	THURSDAY	Lift didn't want to raise, had to use override switch
8106F	11-Dec	THURSDAY	No power to lift
9808LF	24-Dec	WEDNESDAY	Kneel beeper not working
9808LF	29-Dec	MONDAY	Kneel beeper not working
9828LF	11-Dec	THURSDAY	Lift & kneel does not beep when it's in use
9835G	9-Dec	TUESDAY	Very slow to recover from kneel, sometimes not at all

F New Flyer
 G Gillig
 C Champion
 LF Low Floor Flyer
 GM GMC
 CG CNG
 CN SR855 & SR854

Note: Lift operating problems that cause delays of less than 30 minutes.

Service Interruption Summary Report
Lift Problems
12/01/2003 to 12/31/03

AM Peak Hour/Mile	Midday Hour/Mile	PM Peak Hour/Mile	Other Hour/Mile	Weekday Hour/Mile	Saturday Hour/Mile	Sunday Hour/Mile
00:00/0	00:00/00.00	00:00/0	00:00/0	00:00/00.00	00:00/0	00:00/0

BUS OPERATOR LIFT TEST *PULL-OUT*

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

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

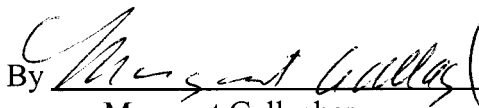
FROM: District Counsel

RE: Claim of: Brian Neal Patrovsky
Date of Incident: 11/20/03

Received: 12/12/03 Claim #: 03-0032
Occurrence Report No.: MISC 03-22

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely tiled.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ _____ and reject the balance.

By 
Margaret Gallagher
DISTRICT COUNSEL

Date: December 17, 2003

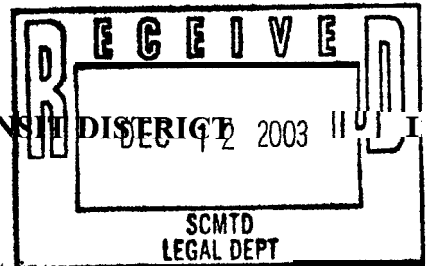
I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of _____, 2003.

Dale Carr
Recording Secretary

Date

MG/reb

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 03-0032



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: E. J. ...

Claimant's Address/Post Office Box: 160 Pine Point

Claimant's Phone Number: 420-...

2. Address to which notices are to be sent: 160 Pine Point

3. Occurrence: in an effort to ...

Date: _____ Time: 1:50 PM Place: Soquel, Santa Cruz Co.

Circumstances of occurrence or transaction giving rise to claim: 6-year old boy ...

... + BIKER, RAN ME ...
... THE 1970 TRUCK
... IN ...

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: _____

1 Acci tire - 18.00 - 2, 6e - 6.00
1 rear wheel 35.00 + labor - 2.75.

5. Name or names of public employees or employees causing injury, damage, or loss, if known: ...

6. Amount claimed now	\$ 104.00
Estimated amount of future loss, if known	\$ 0
TOTAL	\$ 104.00

7. Basis of above computations: _____

[Signature]
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

12-10-03
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District

104.00

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Ramona Diaz Received: 12/12/03 Claim #: 03-003 1
Date of Incident: 6/16/03 Occurrence Report No.: SC 06-03-15

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$_____ and reject the balance.

B Y 
Margaret Gallagher
DISTRICT COUNSEL

Date: December 16, 2003

I, Dale Carr, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of _____, 2004.

Dale Carr
Recording Secretary

Date

MG/reb

RECLAMO CONTRA EL DISTRITO METROPOLITANO DE TRANSITO DE SANTA CRUZ
 (Según Sección 910 y Seguimiento de Código de Gobernación)
 Reclamo # 03-0031

AL: CONSEJO DE DIRECTORES, Distrito Metropolitano de Transito de Santa Cruz

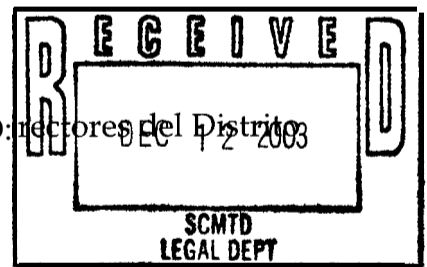
Atención al: Secretario del Consejo de Directores
 370 Encinal Street, Suite 100
 Santa Cruz, CA 95060

1. Nombre de demandante Ramona Diaz
 Dirección de demandante 204 RIVERSIDE AVE #
SANTA CRUZ, CA 95060
 Número de telefono de demandante (831) 427277
 Caja postal donde se pueden mandar las noticias PO. Box 9195 Santa Cruz, 95061
2. Incidente
 Fecha 1/11/03 Tiempo 8:30 AM Lugar Estación del Metro
3. Circunstancias del incidente o transacción que resultó de este reclamo:
Al subir a 2 camion E RESJATE y ME
lastime la Rodilla izquierda
4. Descripción general tocante a sus deudas, obligaciones, lastimaduras, daños o pérdidas que ha sufrido hasta la fecha: Pérdida de salario
RETO SO DE RESIBOS y Pagos de Renta y Divero que
E pedido prestado para completar mis gastos "6000."
5. Nombre(s) de empleado(s) público(s) quien han causado lastimaduras, daños, o perdidas si son reconocidas por el demandante:
HAMPTON, MN Horas a 75 HORAS cada 15 dia 7.25 por Hora
BONNY DOON VINEYARD 24 HORAS cada 2 SEMANAS 1250 por Hora
6. Cantidad reclamada hasta la fecha \$ 11,036
 Estimación de pérdida futura (si se sabe) .. NO LO SE \$
 Total y DEJO P.E.M. de ENTES LOS BILLETES de DOCTORES y HOSPITAL. \$ 11,536⁰⁰
7. Razones de tales cálculaciones Estimacion de Transporte y perdida de
trabajo cantidad mas otros Pagos de transporte \$ 500⁰⁰

Ramona Diaz
 Firma de Demandante o
 Firma de Representativo de la Compañía o
 Firma del Padre de Demandante Joven

12/12/03
 Fecha

Nota Especial: Este reclamo tiene que ser presentado al Consejo de Directores del Distrito
 Metropolitano de Transito de Santa Cruz



ENGLISH TRANSLATION OF SPANISH LANGUAGE
CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 03-003 1

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: Ramona Diaz
Claimant's Address: 204 Riverside Avenue #122, Santa Cruz, CA 95060
Claimant's Phone Number: (831) 427-2630
Address to which notices are to be sent: P.O. Box 8185, Santa Cruz, CA 95061
2. Occurrence: Date: 6/ 16/ 03 Time: 8:30 a.m. Place: Metro Center
3. Circumstances of occurrence or transaction giving rise to claim: While boarding the bus, I slipped and injured my left knee
4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Lost wages -1 had to take out a loan in order to cover my rent and other expenses (\$6,000.00).
5. Name or names of public employees or employees causing injury, damage, or loss, if known: [not answered]

Hampton Inn 70-75 hours every 2 weeks @ \$7.25 per hour
Bonny Doon Vineyard 24 hours every 2 weeks @ \$12.50 per hour
6. Amount claimed now \$ 11,036.00
Estimated amount of future loss, if known I don't know
TOTAL ..(doctors and hospital bills are pending) \$ 11,536.00
7. Basis of above computations: Transportation and wage loss estimate - approximately \$500.00 paid for transportation

(see original for claimant signature)

12/12/03

CLAIMANT'S SIGNATURE OR
COMPANY REPRESENTATIVE'S SIGNATURE OR
PARENT OF MINOR CLAIMANT'S SIGNATURE

DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz
Metropolitan Transit District

Metro Accessible Services Transit Forum (MASTF)*

(*An official Advisory group to the Metro Board of Directors
and the ADA Paratransit Program)

**Thursday January 15, 2004 2:00-4:00 p.m.
The NIAC Building in the Training Center
333 Front Street, Santa Cruz, CA.**

“AGENDA”

ELIGIBLE VOTING MEMBERS FOR THIS MEETING:

Sharon Barbour, Heather Boerner, Scott Bugental, Ted Chatterton, Connie Day, Shelley Day, Mike Doern, Kasandra Fox, Jeff LeBlanc, Elizabeth Marquez, Thom Onan, Camille Pierce, Barbie Schaller, Link Spooner, David Taylor, Lesley Wright and Bob Yount.

“Public participation in MASTF meeting discussions is encouraged and greatly appreciated.”

- I. Call to Order and Introductions
- II. Approval of the December 18, 2003 MASTF Minutes
- III. Oral Communication and Correspondence

MASTF will receive oral and written communications during this time on items NOT on this meeting agenda. Topics presented must be within the jurisdiction of MASTF. Presentations may be limited in time at the discretion of the Chair. MASTF members will not take action or respond immediately to any presentation, but may choose to follow up at a later time.

- IV. Amendments to this Agenda
- V. Ongoing Business
 - 5.1 MASTF Status as METRO Advisory Body
 - 5.2 METRO ParaCruz (Paratransit) Provider Issues
 - 5.3 Status of METRO No Smoking Policy (Bryant Baehr, Kasandra Fox and Bob Yount)

- VI. New Business
 - 6.1 MASTF Response to Letter to Metro Board from Camille Pierce, regarding December 2003 MASTF Meeting
 - 6.1 Wheelchair Securement (Bryant Baehr and Lesley Wright)
 - 6.2 Discussion of Consideration of Proposed MASTF By-Laws Amendments Regarding Membership and Voting Rights
 - 6.3 Meeting Space Thank You to Community Bridges
 - MASTF COMMITTEE REPORTS**
 - 6.4 Training and Procedures Committee Report (Lesley Wright)
 - 6.5 Bus Service Committee Report (Connie Day)
 - a) Service Planning and Review Report
 - 6.6 Bus Stop Improvement Committee Report (Jeff LeBlanc)
 - 6.7 Paratransit Services Committee Report

OTHER REPORTS

- 6.8 Paratransit Update
 - a) Paratransit Report (Link Spooner)
 - b) CCCIL Transportation Advocacy (Thom Onan)
- 6.9 UTU Report (Jeff North)
- 6.10 EIU/SEA Report (Eileen Pavlik)
- 6.11 Next Month's Agenda Items

VII. Adjournment

Note: This meeting is held at a location that is accessible to persons using wheelchairs. If you have questions, or want additional information about MASTF, please contact John Daugherty by phone at (831) 423-3868.

METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)*
(* An official Advisory group to the Metro Board of Directors
and the ADA Paratransit Program)

MINUTES

The Metro Accessible Services Transit Forum met for its monthly meeting on December 18, 2003 in the Training Center of the NIAC Building, 333 Front Street, Santa Cruz CA.

MASTF MEMBERS PRESENT: Sharon Barbour, Heather Boerner, Scott Bugental, Ted Chatterton, Connie Day, Shelley Day, Mike Doern, Kasandra Fox, Jeff LeBlanc, Elizabeth Marquez, Thom Onan, Camille Pierce, Barbie Schaller, Link Spooner, Lesley Wright and Bob Yount.

METRO STAFF PRESENT:

A. John Daugherty, Accessible Services Coordinator
Jeff North, UTU Representative

BOARD MEMBERS PRESENT:

None.

*****MASTF MOTIONS RELATED TO THE METRO BOARD OF DIRECTORS**

- 1) MASTF supports and requests that METRO support and participate in a specialized transportation summit to discuss the needs of the Paratransit dependent community.
- 2) MASTF encourages METRO to not change the current ADA Paratransit service structure until after the specialized transportation summit is held and conclusions are presented.
- 3) MASTF supports the staff recommendation for the sharing of rides between ADA and Non ADA rides.

RELEVANT ATTACHMENTS FORWARDED TO THE BOARD: H-N

***MASTF MOTIONS RELATED TO METRO MANAGEMENT**

None.

I. CALL TO ORDER AND INTRODUCTIONS

Chair Sharon Barbour called the meeting to order at 2:10 p.m.

II. APPROVAL OF THE NOVEMBER 20, 2003 MASTF MINUTES

**MASTF Motion: To approve the November 20, 2003 MASTF Minutes as submitted.
M/S/PU: C. Day, Schaller (By affirmative voice vote)**

III. ORAL COMMUNICATION AND CORRESPONDENCE

John Daugherty described correspondence and other items of interest received since the last MASTF meeting:

- 1) An Agenda for the Santa Cruz County Regional Transportation Commission (SCCRTC) meeting held during December 4, 2003.
- 2) The December 2003 edition of the *Central Coast Reporter*, a resource newsletter published by the Association of Monterey Bay Area Governments (AMBAG).
- 3) Four letters of thanks authorized during the last MASTF meeting. The four letters (Attachments A, B, C, and D) were signed by MASTF Chair Sharon Barbour and sent to the METRO Board of Directors, the Elderly and Disabled Transportation Advisory Committee (E&D TAC), the Central Coast Center for Independent Living (CCCIL) and METRO Board Director Mike Rotkin.

The letters express appreciation for support to MASTF while the status of MASTF as the METRO Board reviewed an advisory body.

Ms. Barbour read aloud a draft of another letter authorized by MASTF last month. The letter from MASTF to the METRO Board and staff offers thanks “for the recent vigorous implementation of it’s no-smoking policies”. Ms. Barbour asked for feedback on the draft and noted that a completed letter would be presented soon.

The items noted above were placed in a folder by Mr. Daugherty and circulated to the group.

Note: The completed letter (Attachment E) is included in the January 2004 MASTF meeting packet.

Ms. Barbour shared that she has experienced seizures recently. If a seizure occurs, she stated: “Please, it looks God awful, don’t call 911, I’m fine.”

Thom Onan circulated copies of the 2002 Annual Report from CCCIL.

Mike Doern complimented METRO bus operators for the “excellent teamwork” he observes. The compliments from Mr. Doern were followed by praise from other MASTF members. For example, Jeff LeBlanc noted the “conscientious efforts on the part of drivers” to assist passengers when items are left behind on a bus.

Mr. LeBlanc also reported on the recent Bus Stop Advisory Committee (BSAC) meeting. He recalled that he felt welcome and that there were new members on the BSAC. He shared that BSAC members declined to establish several proposed courtesy stops because the locations were inaccessible.

IV. AMENDMENTS TO THIS AGENDA

No amendments to this Agenda were proposed.

V. ONGOING BUSINESS

MASTF Status as METRO Advisory Body

Ms. Barbour reported that METRO General Manager Les White has recommended seven changes to the MASTF/METRO relationship. At her request, the METRO Board next month would review the

recommendation from Mr. White. The METRO Board would have reviewed the recommendation tomorrow if she had not requested the delay so that MASTF could review the proposals.

Ms. Barbour read aloud the seven recommendations (Attachment F) and discussion followed each item. Highlights of discussion included:

- 1) Ms. Barbour noted that MASTF members needed to interact with METRO Board members about the recommendations. She circulated a sign up sheet for members who chose to “adopt” METRO Board members.
- 2) Several “talking points” emerged from discussion. Ms. Barbour suggested three talking points: that could assist MASTF members when they speak with METRO Board members:
 - a) “The first, and most important, is to request that they (METRO) make the copies for the packets.”
 - b) “The second is that the Accessible Services Coordinator continue to be the interface person, the access person to MASTF.”
 - c) “The third is that the Accessible Services Coordinator continue to maintain the (MASTF) files.”
- 3) Ms. Barbour also shared that she would ask for, and ask others to considering asking for, the suspension of the three minute time limit on the METRO Board Agenda when the MASTF Chair (or designee) is delivering an official MASTF report.
- 4) Camille Pierce recalled that, when she served as MASTF Chair, she had invited members of the Board of Supervisors to the MASTF “Christmas meeting.” “That made a wonderful debate,” Ms. Pierce shared, “between the MASTF group and talking with a Supervisor.” She also noted that “an ongoing dialogue” between MASTF members and members of official bodies was important. Ms. Barbour responded: “I dropped the ball. That is entirely my fault.”
- 5) No Motions emerged during discussion of this Agenda item. Ms. Barbour called for a brief break so that cake and apple juice was distributed before discussion of the next Agenda item.

4.1 METRO ParaCruz (Paratransit) Provider Issues

Scott Bugental offered background information on the Paratransit “Call to Action” document that was included in the MASTF packet for this meeting. Mr. Bugental shared his observation that services that provide Paratransit to seniors and persons with disabilities has become “funder friendly (and) user challenging” over the last five years.

He explained that the “Call to Action” written by Seniors Council Executive Director Clay Kempf called for a specialized transportation “summit” to review how services are being delivered.

The following two Motions to the METRO Board emerged during discussion of this issue:

- 1) **MASTF Motion:** MASTF supports and requests that METRO support and participate in a specialized transportation summit to discuss the needs of the Paratransit dependent community.
M/S/PU: LeBlanc, Yount (By show of hands: 8 votes in favor, no votes opposed and no abstentions)
- 2) **MASTF Motion:** MASTF encourages METRO to not change the current ADA Paratransit service structure until after the specialized transportation summit is held and conclusions are presented.
M/S/C: Onan, Schaller (By show of hands: 7 votes in favor, no votes opposed and 1 abstention)

Mr. LeBlanc noted that the METRO Board would consider the staff recommendation regarding the “co mingling” of Americans with Disabilities Act (ADA) METRO ParaCruz rides with other rides provided by the Consolidated Transportation Services Agency (CTSA)/Lift Line tomorrow.

The following Motion to the METRO Board emerged from discussion of this topic:

MASTF Motion: MASTF supports the staff recommendation for the sharing of rides between ADA and Non ADA rides.
M/S/PU: Onan, Schaller (By show of hands: 8 votes in favor, no votes opposed and no abstentions)

VI. NEW BUSINESS

6.1 MASTF 2003 Annual Report (Sharon Barbour)

Ms. Barbour noted that her report might not have covered all MASTF activities this year. She read aloud her report (Attachment G) to the group.

One excerpt from the report:

“Overview:

1. MASTF reviewed and revised our by-laws in the beginning of the year.
2. We requested (unsuccessfully) that an exception be made on the Paratransit area limits to allow Paratransit users to access Dragon Slayers.
3. We continued offering Bus Driver Training to new and long-time drivers, offering information about the needs of the senior and disabled community, and practical hands-on training for transporting and securing wheelchair users.
4. We fought to retain our recognition as the official Paratransit and Disability Advisory group to the Santa Cruz Metro System with partial success.

MASTF is still Metro’s official Paratransit advisory body, and will continue to advise Metro on the needs of the Senior and Disability Communities. But we have lost some support from Metro. We must continue to advocate for many of the benefits, which may be taken from us. ...“

6.2 Presentation of 2003 MASTF Certificates of Appreciation (Sharon Barbour)

Ms. Barbour introduced and then read aloud seven 2003 MASTF Certificates of Appreciation.

Five Certificates presented had been announced during the November 2003 MASTF meeting:

Bob Allen	Bus Operator
Edward A. Infante	Magistrate Judge
Ruth Jones	Bus Operator
Carol Moore	Bus Operator
Mike Rotkin	METRO Board Director/Member

Two Certificates presented were surprises to their recipients:

John Daugherty	“An excellent Accessible Services Coordinator...”
Kasandra Fox	“For long-time service to MASTF...”

Note: Copies of the seven Certificates (Attachments H-N) are included in the January 2004 MASTF meeting packet.

6.3 Next Month's Agenda Items

Noted: MASTF Status as METRO Advisory Body, Discussion of Proposed MASTF By-Laws amendments, Wheelchair Securement, MASTF Committee Reports and Letter of Thanks from MASTF to Community Bridges regarding meeting space.

VII. ADJOURNMENT

Chair Barbour adjourned the meeting at 4:04 p.m.

Respectfully submitted by: A. John Daugherty, Accessible Services Coordinator

NOTE: NEXT REGULAR MASTF MEETING IS: Thursday January 15, 2004 from 2:00-4:00 p.m., in the Training Center of the NIAC Building, 333 Front Street, Santa Cruz, CA.

NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday January 9, 2004 at 9:00 a.m. in the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.

NOTE: THE FOLLOWING S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday January 23, 2004 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR NOVEMBER 2003, AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of December 1 – 31, 2003.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$13,514,313 or \$108,535 over the amount of revenue expected to be received during the first five months of the fiscal year, based on the budget revised in December.
- Total operating expenses for the year to date, in the amount of \$11,656,229, are at 36.4% of the revised budget.
- A total of \$4,726,503 has been expended through November 30th for the FY 03-04 Capital Improvement Program.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 03-04 budget as of November 30, 2003. The fiscal year is 41.7% elapsed.

A. Operating Revenues

Revenues are \$108,535 over the amount projected to be received for the period. Total passenger revenue is \$90,676 over budget projections. Sales tax revenue is on budget since the expected revenue was reduced in the December budget revision. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$11,656,229 or 36.4% of the revised budget, with 41.7% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$4,726,503 has been expended on the Capital Improvement Program. The largest expenditure was for the purchase of buses in the amount of \$4,502,852. The grant funding for these buses was received in December and will be reflected in next month's report, thereby replenishing the District's reserves.

IV. FINANCIAL CONSIDERATIONS

Approval of the budget transfers will increase some line item expenses and decrease others. Overall, the changes are expense-neutral.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for November 2003, and Budget Transfers

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - NOVEMBER 2003**

Operating Revenue	FY 03-04 Budgeted for Month	FY 03-04 Actual for Month	FY 03-04 Budgeted YTD	FY 02-03 Actual YTD	FY 03-04 Actual YTD	YTD Variance from Budgetec	
Passenger Fares	\$ 285,501	\$ 281,523	\$ 1,558,299	\$ 1,292,379	\$ 1,639,952	\$ 81,653	
Paratransit Fares	\$ 26,412	\$ 27,036	\$ 110,251	\$ 77,006	\$ 100,757	\$ (9,494)	
Special Transit Fares	\$ 203,240	\$ 419,795	\$ 665,623	\$ 677,500	\$ 701,976	\$ 36,353	
Highway 17 Revenue	\$ 59,576	\$ 50,213	\$ 294,135	\$ 337,769	\$ 276,299	\$ (17,836)	
<i>Subtotal Passenger Rev</i>	\$ 574,729	\$ 778,567	\$ 2,628,308	\$ 2,384,654	\$ 2,718,984	\$ 90,676	See Note 1
Advertising Income - OBIE	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	
Advertising Income - Dist	\$ -	\$ -	\$ -	\$ -	\$ 17,509	\$ 17,509	See Note 2
Commissions	\$ 767	\$ 700	\$ 3,833	\$ 4,369	\$ 3,287	\$ (546)	
Rent Income	\$ 11,975	\$ 11,971	\$ 60,021	\$ 63,242	\$ 60,617	\$ 596	
Interest - General Fund	\$ 22,027	\$ 21,135	\$ 122,098	\$ 201,282	\$ 121,205	\$ (893)	
Non-Transportation Rev	\$ 175	\$ 67	\$ 875	\$ 991	\$ 806	\$ (69)	
Sales Tax Income	\$ 1,169,900	\$ 1,480,000	\$ 6,372,282	\$ 6,387,746	\$ 6,373,544	\$ 1,262	See Note 3
TDA Funds	\$ -	\$ -	\$ 1,348,222	\$ 1,374,472	\$ 1,348,222	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 2,804,435	\$ 1,229,934	\$ 2,804,435	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 65,704	\$ 46,701	\$ 65,704	\$ -	
FY 02-03 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 1,779,573	\$ 2,292,440	\$ 13,405,779	\$ 11,768,391	\$ 13,514,313	\$ 108,535	

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - NOVEMBER 2003**

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 891,383	\$ 903,109	\$ 235,832	\$ 308,860	34.2%	
Finance	\$ 522,456	\$ 523,672	\$ 197,988	\$ 200,893	38.4%	
Customer Service	\$ 519,934	\$ 515,069	\$ 251,852	\$ 185,411	36.0%	
Human Resources	\$ 327,189	\$ 334,866	\$ 119,589	\$ 134,386	40.1%	
Information Technology	\$ 413,963	\$ 427,948	\$ 157,870	\$ 174,453	40.8%	
District Counsel	\$ 358,878	\$ 349,527	\$ 124,359	\$ 126,481	36.2%	
Risk Management	\$ -	\$ -	\$ -	\$ -	0.0%	
Facilities Maintenance	\$ 1,029,512	\$ 1,033,569	\$ 379,847	\$ 398,577	38.6%	
Paratransit Program	\$ 229,377	\$ 229,922	\$ 74,677	\$ 82,906	36.1%	
Operations	\$ 1,908,172	\$ 1,906,819	\$ 730,708	\$ 746,492	39.1%	
Bus Operators	\$ 12,044,316	\$ 11,828,193	\$ 4,859,847	\$ 4,736,146	40.0%	
Fleet Maintenance	\$ 4,120,660	\$ 4,024,458	\$ 1,423,125	\$ 1,426,277	35.4%	
Retired Employees/COBRA	\$ 833,989	\$ 856,780	\$ 252,370	\$ 305,575	35.7%	
Total Personnel	\$ 23,199,828	\$ 22,933,931	\$ 8,808,063	\$ 8,826,456	38.5%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 585,535	\$ 585,535	\$ 214,043	\$ 207,699	35.5%	
Finance	\$ 950,128	\$ 942,128	\$ 240,630	\$ 330,736	35.1%	
Customer Service	\$ 114,080	\$ 86,580	\$ 49,970	\$ 45,217	52.2%	See Note 4
Human Resources	\$ 59,322	\$ 59,322	\$ 8,181	\$ 8,965	15.1%	
Information Technology	\$ 103,670	\$ 97,670	\$ 20,046	\$ 25,107	25.7%	
District Counsel	\$ 21,735	\$ 21,735	\$ 4,645	\$ 5,181	23.8%	
Risk Management	\$ 206,350	\$ 206,350	\$ 78,705	\$ 43,887	21.3%	
Facilities Maintenance	\$ 476,840	\$ 476,840	\$ 142,172	\$ 155,941	32.7%	
Paratransit Program	\$ 3,506,306	\$ 3,178,703	\$ 998,729	\$ 908,243	28.6%	See Note 5
Operations	\$ 534,490	\$ 584,490	\$ 149,464	\$ 130,613	22.3%	
Bus Operators	\$ 7,400	\$ 7,400	\$ 178	\$ 2,619	35.4%	
Fleet Maintenance	\$ 2,953,059	\$ 2,873,059	\$ 841,436	\$ 963,202	33.5%	
Op Prog/SCCIC	\$ 1,257	\$ 1,257	\$ 53	\$ 10	0.8%	
Prepaid Expense	\$ -	\$ -	\$ -	\$ 2,354	0.0%	
Total Non-Personnel	\$ 9,520,172	\$ 9,121,069	\$ 2,748,253	\$ 2,829,773	31.0%	
Subtotal Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 11,556,316	\$ 11,656,229	36.4%	
Grant Funded Studies/Programs	\$ -	\$ -		\$ -	0.0%	
Transfer to/from Cap Program	\$ -	\$ -		\$ -	0.0%	
Pass Through Programs	\$ -	\$ -		\$ -	0.0%	
Total Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 11,556,316	\$ 11,656,229	36.4%	
YTD Operating Revenue Over YTD Expense				\$ 1,858,084		

**CONSOLIDATED OPERATING EXPENSE
NOVEMBER 2003**

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 6,363,193	\$ 6,142,355	\$ 2,357,868	\$ 2,381,326	38.8%	
Operators Overtime	\$ 927,591	\$ 927,591	\$ 435,984	\$ 470,754	50.8%	See Note 6
Other Salaries & Wages	\$ 6,390,190	\$ 6,224,922	\$ 2,186,043	\$ 2,214,234	35.6%	
Other Overtime	\$ 139,709	\$ 189,709	\$ 92,583	\$ 114,093	60.1%	See Note 7
	\$ 13,820,683	\$ 13,484,577	\$ 5,072,478	\$ 5,180,407	38.4%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 148,453	\$ 148,453	\$ 53,883	\$ 57,965	39.0%	
PERS Retirement	\$ 1,164,898	\$ 1,150,821	\$ 355,428	\$ 417,651	36.3%	
Medical Insurance	\$ 2,667,738	\$ 2,735,219	\$ 862,442	\$ 1,016,017	37.1%	
Dental Plan	\$ 455,704	\$ 465,509	\$ 172,168	\$ 158,524	34.1%	
Vision Insurance	\$ 123,307	\$ 123,307	\$ 49,291	\$ 47,974	38.9%	
Life Insurance	\$ 60,472	\$ 60,472	\$ 21,630	\$ 17,324	28.6%	
State Disability Ins	\$ 196,085	\$ 196,085	\$ 41,025	\$ 51,621	26.3%	
Long Term Disability Ins	\$ 221,054	\$ 221,054	\$ 182,742	\$ 83,327	37.7%	
Unemployment Insurance	\$ 46,893	\$ 46,893	\$ 277	\$ 271	0.6%	
Workers Comp	\$ 1,666,634	\$ 1,673,634	\$ 793,301	\$ 747,249	44.6%	See Note 8
Absence w/ Pay	\$ 2,596,775	\$ 2,596,776	\$ 1,197,248	\$ 1,038,374	40.0%	
Other Fringe Benefits	\$ 31,131	\$ 31,131	\$ 6,151	\$ 9,753	31.3%	
	\$ 9,379,144	\$ 9,449,353	\$ 3,735,585	\$ 3,646,049	38.6%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 299,484	\$ 291,484	\$ 82,468	\$ 74,656	25.6%	
Prof/Legis/Legal Services	\$ 490,180	\$ 483,680	\$ 154,154	\$ 124,621	25.8%	
Custodial Services	\$ 89,000	\$ 89,000	\$ 6,045	\$ 31,037	0.0%	
Uniforms & Laundry	\$ 40,500	\$ 40,500	\$ 11,424	\$ 10,824	26.7%	
Security Services	\$ 346,188	\$ 392,188	\$ 89,447	\$ 69,853	17.8%	
Outside Repair - Bldgs/Eqmt	\$ 188,686	\$ 188,686	\$ 56,707	\$ 56,349	29.9%	
Outside Repair - Vehicles	\$ 271,570	\$ 271,570	\$ 99,226	\$ 130,356	48.0%	See Note 9
Waste Disp/Ads/Other	\$ 109,845	\$ 94,845	\$ 43,214	\$ 16,627	17.5%	
	\$ 1,835,453	\$ 1,851,953	\$ 542,685	\$ 514,324	27.8%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 100	\$ 100	\$ -	\$ -	0.0%	
Paratransit Service	\$ 3,289,256	\$ 2,961,653	\$ 924,654	\$ 849,979	28.7%	See Note 5
	\$ 3,289,356	\$ 2,961,753	\$ 924,654	\$ 849,979	28.7%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 1,486,549	\$ 1,486,549	\$ 438,518	\$ 461,402	31.0%	
Tires & Tubes	\$ 131,000	\$ 121,000	\$ 47,757	\$ 30,188	24.9%	
Other Mobile Supplies	\$ 6,500	\$ 6,500	\$ 552	\$ 2,040	31.4%	
Revenue Vehicle Parts	\$ 515,000	\$ 444,400	\$ 65,042	\$ 165,660	37.3%	
	\$ 2,139,049	\$ 2,058,449	\$ 551,869	\$ 659,289	32.0%	

**CONSOLIDATED OPERATING EXPENSE
NOVEMBER 2003**

	FY 03-04 Final Budget	FY 03-04 Revised Budget	FY 02-03 Expended YTD	FY 03-04 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 22,367	\$ 22,667	\$ 9,833	\$ 6,175	27.2%	
Printing	\$ 73,275	\$ 72,980	\$ 19,600	\$ 33,078	45.3%	See Note 10
Office/Computer Supplies	\$ 64,250	\$ 64,050	\$ 15,359	\$ 19,113	29.8%	
Safety Supplies	\$ 19,825	\$ 19,825	\$ 4,988	\$ 7,265	36.6%	
Cleaning Supplies	\$ 66,100	\$ 66,100	\$ 15,152	\$ 10,688	16.2%	
Repair/Maint Supplies	\$ 65,000	\$ 64,900	\$ 17,277	\$ 20,335	31.3%	
Parts, Non-Inventory	\$ 50,000	\$ 48,500	\$ 19,033	\$ 9,173	18.9%	
Tools/Tool Allowance	\$ 9,600	\$ 9,600	\$ 2,432	\$ 2,130	22.2%	
Promo/Photo Supplies	\$ 14,400	\$ 12,400	\$ 734	\$ 646	5.2%	
	\$ 384,817	\$ 381,022	\$ 104,408	\$ 108,604	28.5%	
UTILITIES	\$ 323,677	\$ 323,677	\$ 125,017	\$ 111,271	34.4%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 641,500	\$ 641,500	\$ 157,811	\$ 254,240	39.6%	
Settlement Costs	\$ 100,000	\$ 100,000	\$ 42,290	\$ 31,282	31.3%	
Repairs to Prop	\$ -	\$ -	\$ (11,448)	\$ (5,908)	0.0%	
Prof/Other Services	\$ -	\$ -	\$ 72	\$ -	0.0%	
	\$ 741,500	\$ 741,500	\$ 188,725	\$ 279,614	37.7%	
TAXES	\$ 49,433	\$ 49,033	\$ 18,423	\$ 20,578	42.0%	See Note 11
MISC EXPENSES						
Dues & Subscriptions	\$ 51,970	\$ 52,265	\$ 35,704	\$ 17,690	33.8%	
Media Advertising	\$ 3,000	\$ 1,500	\$ 129	\$ 40	2.7%	
Employee Incentive Program	\$ 10,381	\$ 10,381	\$ 2,108	\$ 4,480	43.2%	See Note 12
Training	\$ 28,775	\$ 26,775	\$ 2,584	\$ 4,434	16.6%	
Travel	\$ 35,941	\$ 35,941	\$ 6,718	\$ 7,147	19.9%	
Other Misc Expenses	\$ 18,314	\$ 18,314	\$ 4,435	\$ 6,783	37.0%	
	\$ 148,381	\$ 145,176	\$ 51,678	\$ 40,574	27.9%	
OTHER EXPENSES						
Leases & Rentals	\$ 608,506	\$ 608,506	\$ 240,794	\$ 245,540	40.4%	
	\$ 608,506	\$ 608,506	\$ 240,794	\$ 245,540	40.4%	
Total Operating Expense	\$ 32,720,000	\$ 32,055,000	\$ 11,556,316	\$ 11,656,229	36.4%	

**MONTHLY REVENUE AND EXPENSE REPORT
FY 03-04 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Program Budget	Expended in November	YTD Expended
<u>Grant Funded Projects</u>			
MetroBase	\$ 9,306,548	\$ 84,819	\$ 154,212
Urban Bus Replacement	\$ 6,018,365	\$ 4,488,662	\$ 4,502,852
Metro Center Renovation Project	\$ 108,891		\$ 6,788
Spare Parts for New Buses (carryover)	\$ 97,550	\$ 29,426	\$ 29,426
Talking Bus (carryover)	\$ 9,000	\$ 6,000	\$ 6,000
	\$ 15,540,354		
<u>District Funded Projects</u>			
Bus Stop Improvements	\$ 60,000		\$ -
IT Projects	\$ 15,000		\$ 1,621
GIRO IT Project (carryover)	\$ 31,370		
Paratransit Program	\$ 15,000		\$ -
Facilities Repairs & Improvements	\$ 65,000	\$ 3,406	\$ 3,406
Radio Repeater	\$ 13,000		\$ 7,560
Bus Windows	\$ 29,000		\$ -
Non-revenue Vehicle Replacement	\$ 116,000		\$ -
Office Equipment	\$ 39,500		\$ 12,640
Storage Container	\$ 1,800		\$ 1,998
Transfer to Operating Budget	\$ 350,000		\$ -
	\$ 735,670		
TOTAL CAPITAL PROJECTS	\$ 16,276,024	\$ 4,612,314	\$ 4,726,503
CAPITAL FUNDING SOURCES			
	Budget	Received in November	YTD Received
Federal Capital Grants	\$ 8,309,278	\$ 564,375	\$ 577,678
State/Local Capital Grants	\$ 4,844,713	\$ -	\$ 10,408
STA Funding	\$ 821,414	\$ -	\$ 205,354
District Reserves	\$ 2,260,249	\$ 4,047,939	\$ 3,933,063
TOTAL CAPITAL FUNDING	\$ 16,235,654	\$ 4,612,314	\$ 4,726,503

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT**

1. Passenger fares (farebox and pass sales) are \$81,653 or 5.2% over the revised budget amount for the year to date. Paratransit fares are \$9,494 under budget for the period as a result of fewer trips than projected, with a corresponding decrease in program expense. Special transit fares (contracts) are \$36,353 or 5.5% over the budgeted amount. UCSC contract revenue is \$32,844 over budget. Employer bus pass program revenue is \$3,751 over budget. Highway 17 Express revenue is \$17,836 or 6% under the year to date budgeted amount. Together, all four passenger revenue accounts are over the budgeted amount for the first five months of the fiscal year by a net \$90,676 or 3.4%.
2. Advertising income shows revenue of \$17,509 due to a final payment from OBIE Media that was not budgeted.
3. Sales tax income is over budget by \$1,262 for the first five months of the fiscal year as a result of the budget revision which reduced revenue from this source by \$350,000.
4. Customer Service non-personnel expense is at 52.2% of the budget due to the semi-annual printing of Headways.
5. Paratransit program expense is only at 28.6% of the budget because the November billing was not submitted by the contractor by the report deadline.
6. Overtime expense for Bus Operators is at 50.8% of the budget since significant overtime is currently required to cover shifts. A new class of Bus Operator trainees is being created to replace Bus Operators who have retired in the past few months. Total Bus Operator payroll is within budget.
7. Overtime expense for non-operators is at 60.1% of the budget due to shift coverage for Transit Supervisors on leave. Total Operations payroll is within budget.
8. Workers' Compensation expense is at 44.6% of the budget due to the number of claims paid out during October and November.
9. Outside repair of vehicles is at 48.0% of the budget due to a \$20,000 repair bill for one vehicle during the month.
10. Printing expense is at 45.3% of the budget due to the semi-annual printing of Headways in the amount of \$13,118.
11. Taxes are at 42.0% of the budget due to the annual payment of tax assessments on the Scotts Valley Transit Center.
12. Employee incentive program expense is at 43.2% of the budget due to the annual purchase of safe driving pins for Bus Operators as part of the safety awards program.

FY 03-04 BUDGET TRANSFERS
12/1/03-12/31/03

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 04-004			
TRANSFER FROM:	504191-4100	Revenue Vehicle Parts	\$ (600)
TRANSFER TO:	507999-4100	Other Taxes	\$ 600
REASON:	To cover cost of Cal/OSHA penalty in the Fleet Maint. Department.		
TRANSFER # 04-005			
TRANSFER FROM:	504421-4100	Parts & Supplies	\$ (1,500)
TRANSFER TO:	503031-4100	Professional/Technical & Fees	\$ 1,500
REASON:	To cover account overrun in the Fleet Maintenance Department for FY 03-04.		
TRANSFER # 04-006			
TRANSFER FROM:	504311-2200	Office Supplies	\$ (200)
TRANSFER TO:	504205-2200	Freight Out	\$ 200
REASON:	To cover cost for express freight in the Facilities Maint. Department for FY 03-04.		

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Steve Paulson, Paratransit Administrator

SUBJECT: METRO PARACRUZ PROGRAM STATUS MONTHLY UPDATE

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- The Board receives monthly reports on the status of the federally mandated ADA complementary paratransit program
- Operating Statistics reported are for the month of October 2003
- Cost reflects hourly rate increased by 4% over previous fiscal year.
- Revenue and subsidy figures reflect impact of fare increase.
- Eligibility/Recertification statistics reported are through December 31, 2003

III. DISCUSSION

Operating Statistics for the Month of October 2003

	This Oct	Last Oct	% Change	FYTD	Last FYTD	% Change
Cost	\$224,002.13	\$242,911.15	-7.78 %	\$849,979.05	\$924,573.58	-8.07 %
Revenue	\$25,701*	\$18,514	+38.82 %	\$94,464*	\$74,210	+27.29 %
Subsidy	\$198,301.13	\$224,397.15	-11.63 %	\$755,515.05	\$850,363.58	-11.15 %
Rides performed	8709	9585	-9.14 %	32,155	37,962	-15.30 %
Cost/ Ride	\$25.72	\$25.34	+1.49 %	\$26.43	\$24.36	+8.53 %
Productivity	2.05 rides per hour	1.995 rides per hour		2.01 rides per hour	2.19 rides per hour	

* Revenue does not equal \$3.00/ride because no revenue is generated by rides to and from certification interviews.

Performance Measures

	July	Aug	Sept	Oct	FYTD
Rides	7,887	7,402	8,157	8,709	32,155
late pick ups (more than 20 minutes)	452	379	537	878	2,246
% late	5.73%	5.12%	6.58%	10.08%	6.98%
Picked up too early (more than 10 minutes)	252	271	327	164	1,014
Total rides not "on time"	704	650	864	1,042	3,260
% "on time"	91.07%	91.22%	89.41%	88.03%	89.86%
missed trips	2	5	5	9	21
Excessively late scheduled (more than 60 minutes)	14	4	15	38	71
Excessively late will call (more than 100 minutes)	4	3	11	14	32
total violation w/ \$50 penalty	20	12	31	61	124
Liquidated damages	\$1,000	\$600	\$1,500	\$3,050	\$6,200

Eligibility Certification/ Recertification

Of the original 10,052 paper applicants, there are fewer than 450 persons left to notify for assessment. The recertification project should be completed before the end of the fiscal year.

Number of new applicants assessed since August 1, 2002: 1653. Of those, 1528 have been approved for some level of eligibility.

Number of recertification assessments completed: 1408. Of those, 1352 have been approved for some level of eligibility

IV. FINANCIAL CONSIDERATIONS

none

V. ATTACHMENTS

Attachment A: METRO ParaCruz Rides by Month

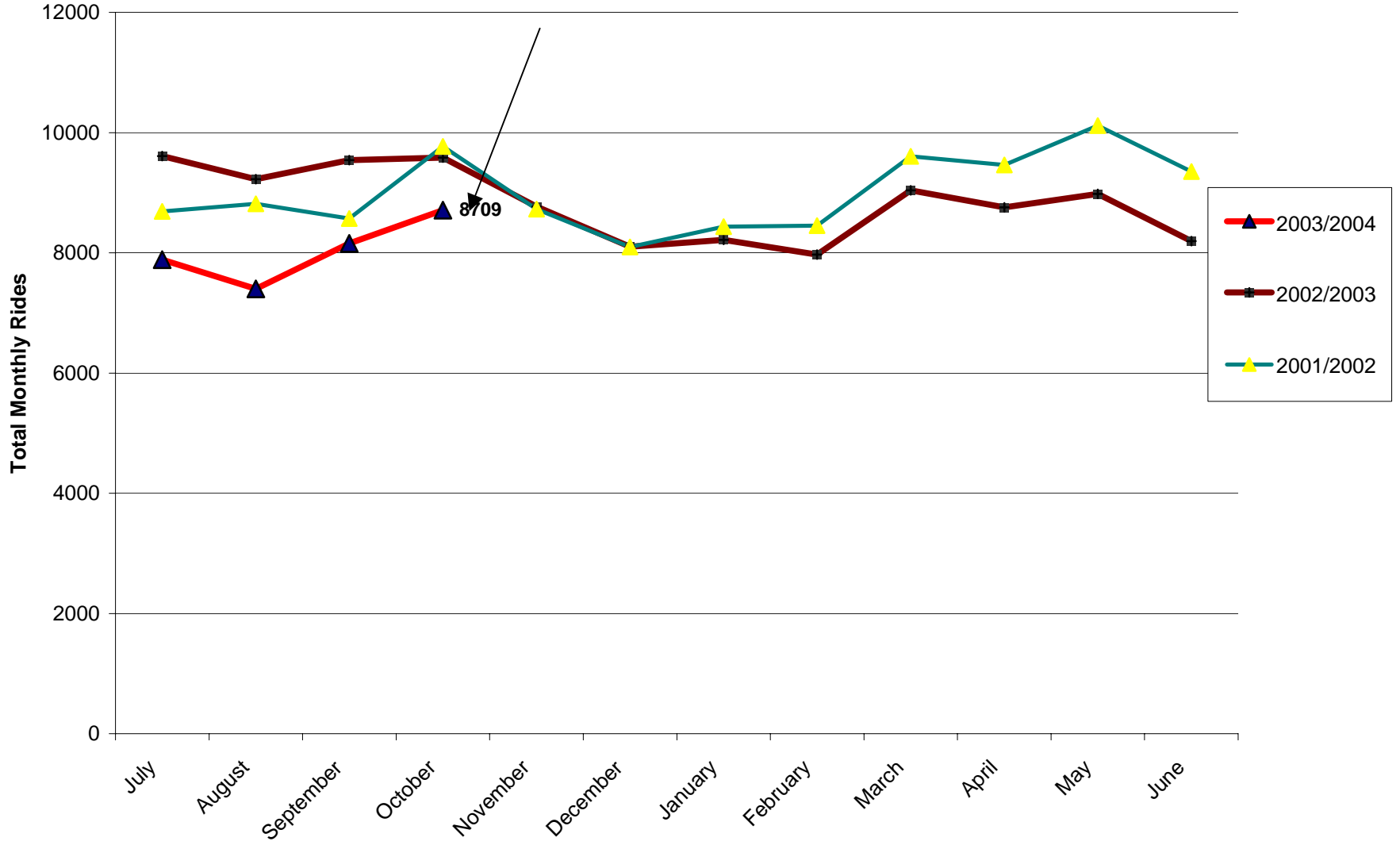
Attachment B: METRO ParaCruz Cost by Month

Attachment C: Recertification and New Applicant Eligibility Determinations

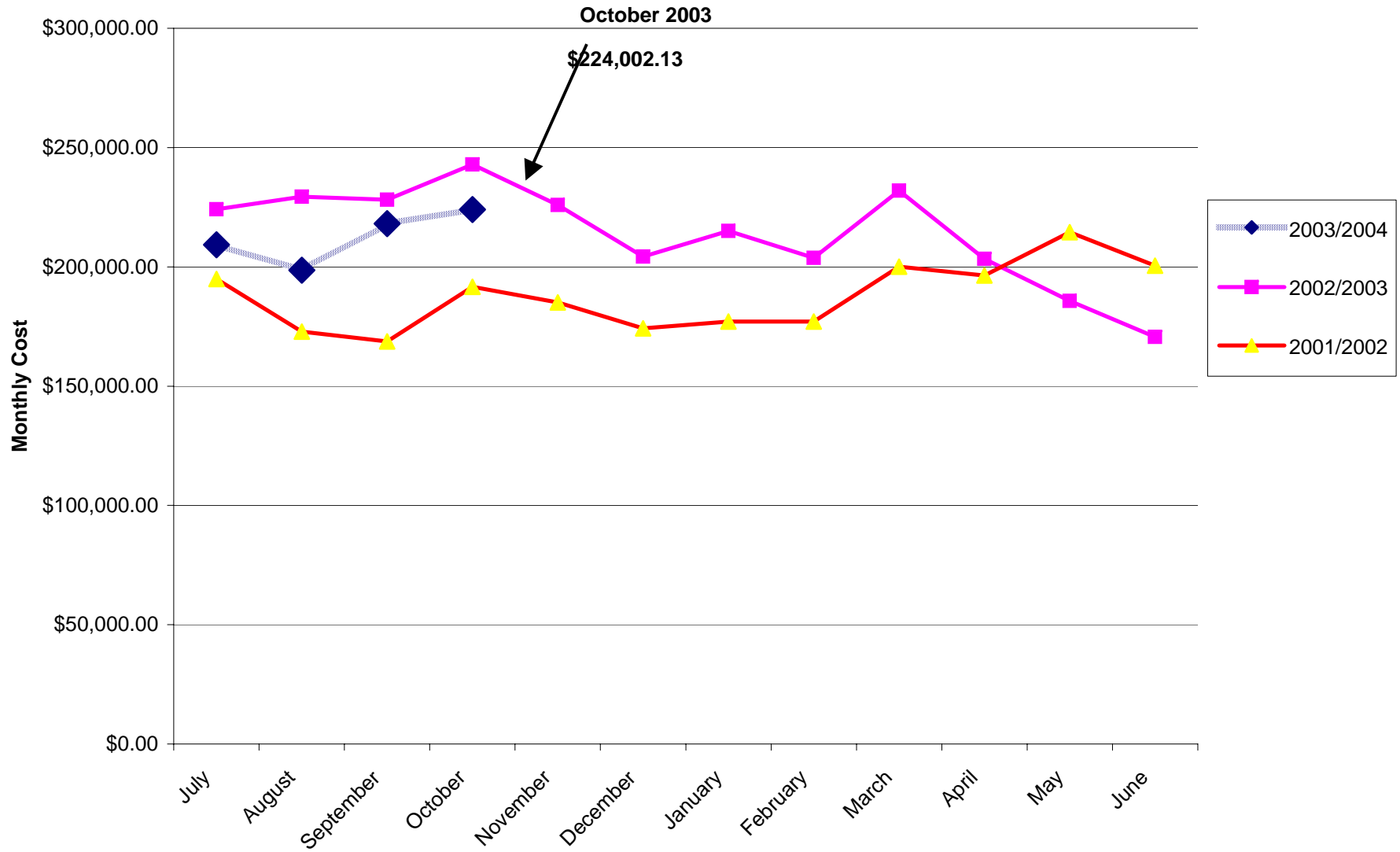
Attachment D: METRO ParaCruz Registrants by Month

METRO ParaCruz Rides by Month

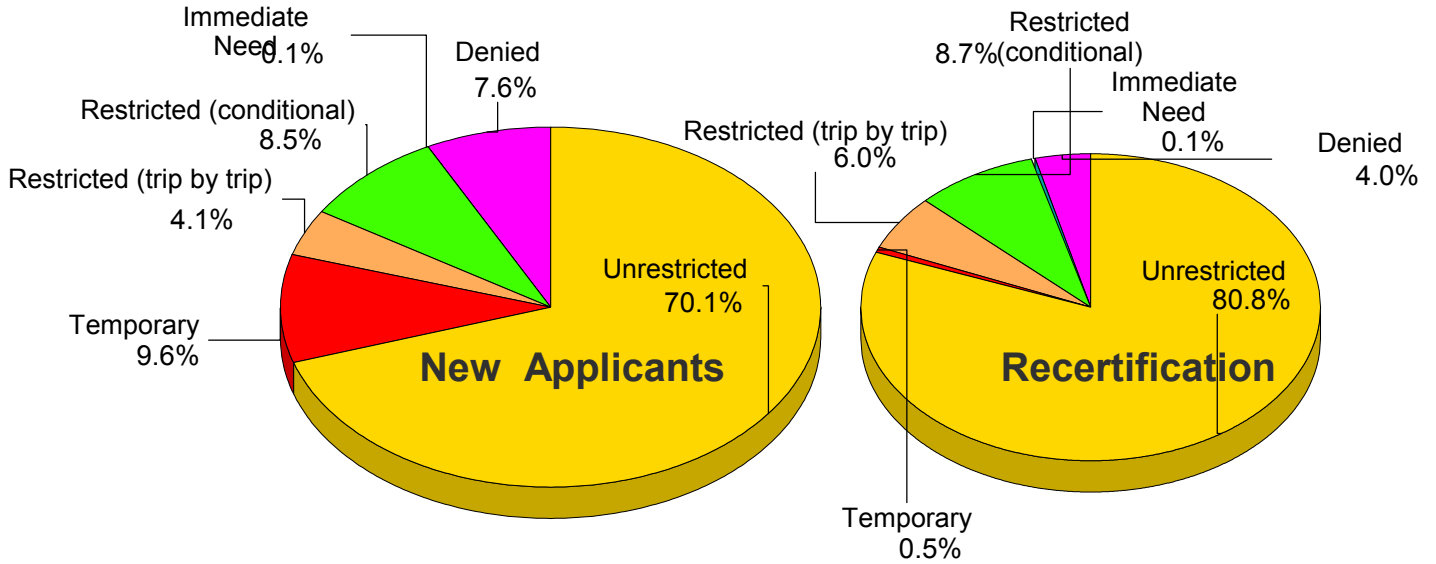
Total rides, October 2003



METRO ParaCruz Cost By Month



METRO ParaCruz Eligibility Determinations - Aug 1 02 through Dec 31 03



New Applicants

Unrestricted	1159
Temporary	159
Restricted (trip by trip)	68
Restricted (conditional)	141
Immediate Need	1
Denied	125
Group Total:	<u><u>1653</u></u>

Recertification

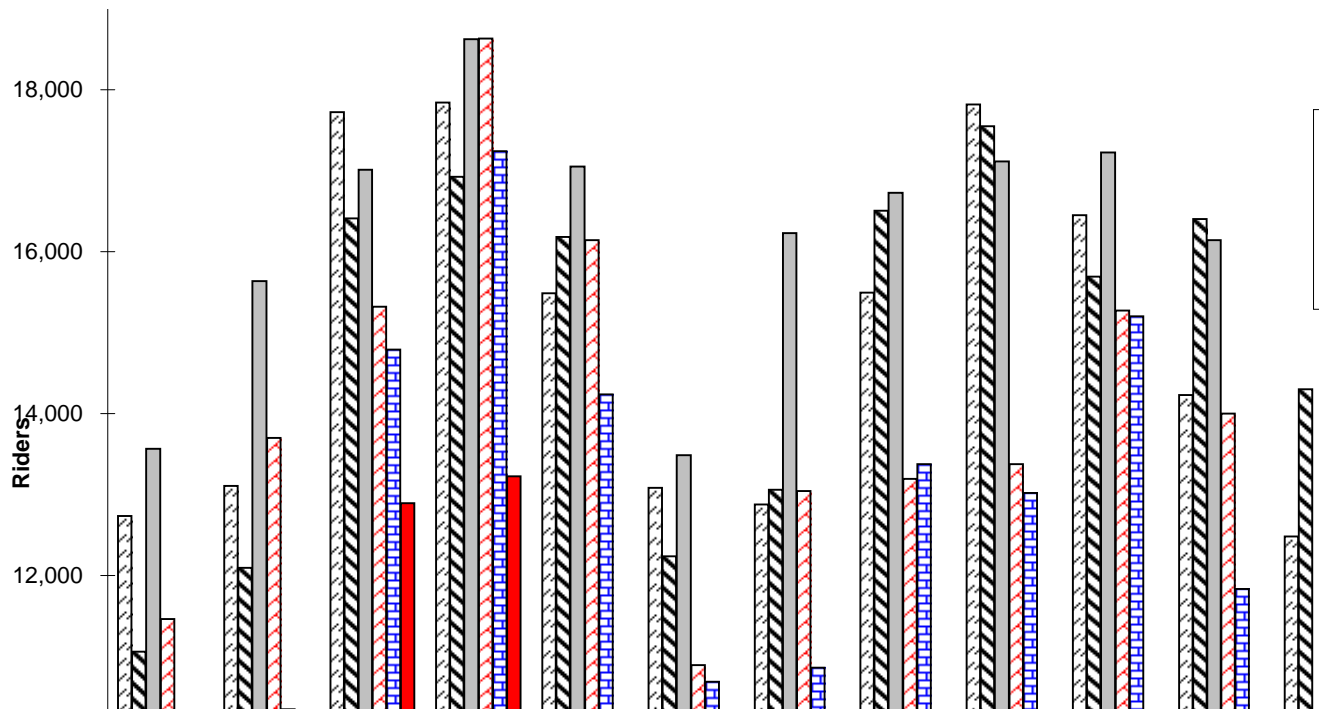
Unrestricted	1138
Temporary	7
Restricted (trip by trip)	84
Restricted (conditional)	122
Immediate Need	1
Denied	56
Group Total:	<u><u>1408</u></u>

Grand Total: 3060

HIGHWAY 17 - NOVEMBER 2003

	November			YTD	
	This Year	Last Year	%	This Year	Last Year
CIAL					
Cost	\$ 69,828	\$ 95,666	(27.0%)	\$ 407,327	\$ 511,812
Farebox	\$ 28,703	\$ 32,419	(11.5%)	\$ 137,299	\$ 158,520
Operating Deficit	\$ 39,229	\$ 58,861	(33.4%)	\$ 263,507	\$ 339,374
Santa Clara Subsidy	\$ 19,615	\$ 29,431	(33.4%)	\$ 131,754	\$ 169,687
METRO Subsidy	\$ 19,615	\$ 29,431	(33.4%)	\$ 131,754	\$ 169,687
San Jose State Subsidy	\$ 1,895	\$ 4,385	(56.8%)	\$ 6,521	\$ 13,918
STICS					
Passengers	10,275	14,243	(27.9%)	53,636	66,056
Revenue Miles	24,761	32,572	(24.0%)	144,438	174,261
Revenue Hours	1,009	1,296	(22.2%)	5,885	6,934
ACTIVITY					
Cost/Passenger	\$ 6.80	\$ 6.72	1.2%	\$ 7.59	\$ 7.75
Revenue/Passenger	\$ 2.79	\$ 2.28	22.7%	\$ 2.56	\$ 2.40
Subsidy/Passenger	\$ 4.00	\$ 4.44	(9.9%)	\$ 5.03	\$ 5.35
Passengers/Mile	0.41	0.44	(5.1%)	0.37	0.38
Passengers/Hour	10.18	10.99	(7.3%)	9.11	9.53
Recovery Ratio	41.1%	33.9%	21.3%	33.7%	31.0%

HIGHWAY 17 RIDERSHIP



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Bryant J. Baehr, Manager of Operations

SUBJECT: UNIVERSITY OF CALIFORNIA - SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student billable trips for November 2003 increased by 0.0% versus November 2002. Year to date student billable trips have increased by 0.0.
- Faculty / staff billable trips for November 2003 increased by 12.4% versus November 2002. Year to date faculty / staff billable trips have increased by 19.8%.
- Revenue received from UCSC for November 2003 was \$175,793.68 versus \$165,708 for November 2002 an increased of 6.1%.

	Billable Days	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	19	11,405	155,599	0.0%	12.4%
Last Year	20	10,146	155,559		

III. DISCUSSION

September 25, 2003 started the fall instructional session at UCSC. A summary of the results for November 2003 is:

- Student billable trips for the month of November 2003 were 155,599 vs. 155,559 for November 2002 an increase of 0.0%.
- Faculty / staff billable trips for the month of November 2003 were 11,405 vs. 10,146 for November 2002 an increase of 12.4%.
- Year to date Student billable trips increased by 0.0% and faculty / staff billable trips increased by 19.8%.

IV. FINANCIAL CONSIDERATIONS

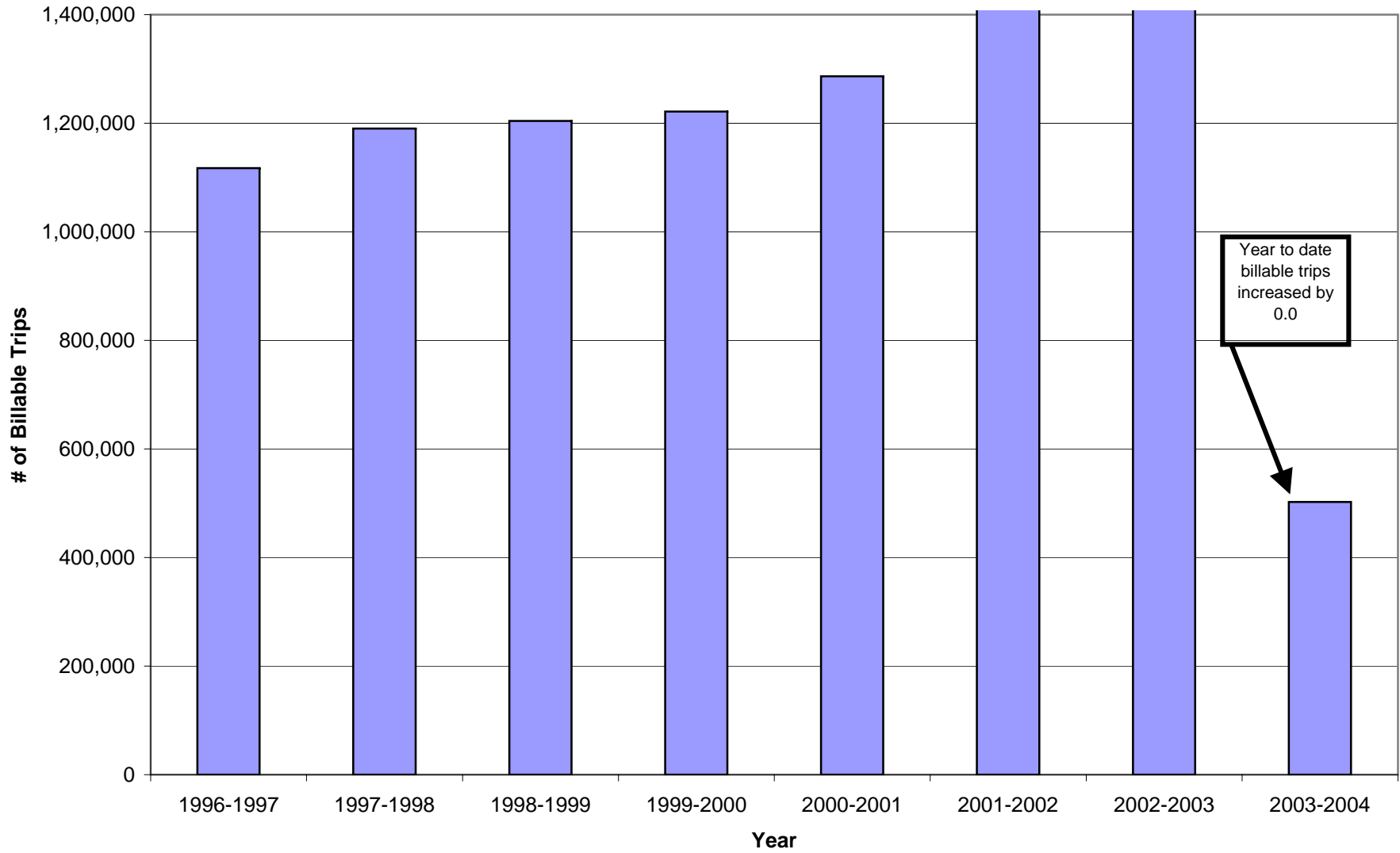
NONE

V. ATTACHMENTS

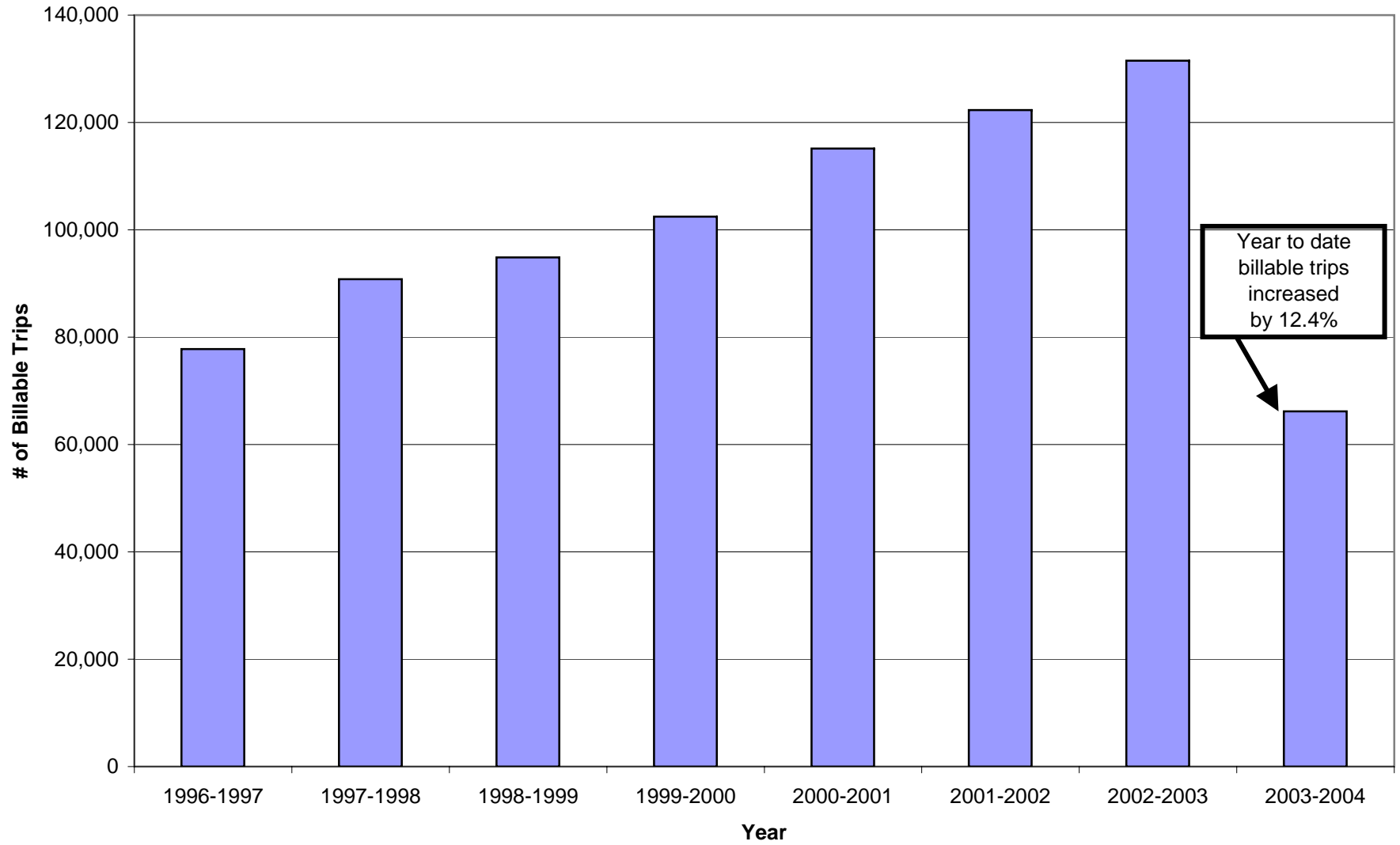
Attachment A: UCSC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

UCSC Student Billable Trips



UCSC Faculty / Staff Billable Trips



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: January 9, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following Claims On The Dates Indicated:

1. Settlement with Frank Cousins
2. Settlement with Gary Brierly
3. Settlement with Neil Bailey
4. Settlement with Robert Gouveia

1. Settlement with Frank Cousins

On February 28, 2003, in closed session the Board of Directors authorized a full and final settlement in the amount of \$2,500.00 for Workers' Compensation expenses including future medicals related to Claim No. 16242033 and to pay \$25,238.00 for a full and final release of all Workers' Compensation expenses including permanent disability benefits and future medical expenses for Claim No. 18242061. The following directors authorized the settlement: Ainsworth, Almquist, Beautz, Fitzmaurice, Hinkle, Keogh, Phares, Reilly, Spence and Tavantzis. Director Norton opposed the settlement. Pursuant to this direction, both of Mr. Cousins' claims were settled by way of Compromise and Releases and all files have been closed.

2. Settlement with Gary Brierly

On June 13, 2003, the Board of Directors authorized executing a full Compromise and Release in the sum of \$45,000.00 for Mr. Brierly's workers' compensation claim filed against Santa Cruz METRO. The following directors authorized the settlement: Ainsworth, Beautz, Hinkle, Reilly, Spence and Tavantzis. Directors Almquist and Norton opposed the settlement. Directors Keogh, Phares and Rotkin were absent. Pursuant to this direction, Mr. Brierly's claim was settled by way of Compromise and Releases and the file has been closed.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

3. Settlement with Neil Bailey

On August 8, 2003, the Board of Directors authorized a settlement of \$10,000.00 for all Mr. Bailey's workers' compensation claims filed against Santa Cruz METRO. The following directors authorized the settlement: Ainsworth, Almquist, Hinkle, Keogh, Phares, Reilly, Rotkin and Spence. Directors Beautz, Norton and Tavantzis were absent. Pursuant to this direction, Mr. Bailey's claims were settled by way of Compromise and Releases and the files have been closed.

4. Settlement with Robert Gouveia

On September 26, 2003, the Board of Directors authorized a permanent disability rating and \$35,700.00 paid to claimant with METRO being responsible for on-going medical treatment. The following directors authorized the settlement: Ainsworth, Beautz, Hinkle, Keogh, Phares, Reilly, Rotkin, Spence and Tavantzis. Directors Almquist and Norton were absent. Pursuant to this direction, Mr. Gouveia's claims were settled by way of Findings and Award with future medical open.

**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

**RESOLUTION OF APPRECIATION
FOR THE SERVICES OF JEFF ALMQUIST AS A MEMBER OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS**

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

WHEREAS, the County of Santa Cruz, requiring strong representation, appointed Jeff Almquist as a member of the Board of Directors of the Santa Cruz Metropolitan Transit District; and

WHEREAS, Jeff Almquist served as a member of the Board of Directors from 1997 through October 2003, including serving as the Chair in 1998; and

WHEREAS, Jeff Almquist provided the Santa Cruz Metropolitan Transit District with strong leadership and insightful guidance during his terms of the office; and

WHEREAS, Jeff Almquist was a guiding force for the Santa Cruz Metropolitan Transit District during the time that the District was resolving the FEMA situation and was developing the Scotts Valley Transit Center, the MetroBase and the Santa Cruz Metro Center Projects; and

WHEREAS, during the time that Jeff Almquist served on the Board of Directors, the Transit District, replaced the majority of the fixed route fleet, purchased new ParaCruz vans, redesigned and improved the ParaCruz service, implemented a paratransit client recertification program, implemented bi- directional UCSC service, opened the Scotts Valley Transit Center, acquired funding for major capital improvements, and responded to a severe economic downturn; and

WHEREAS, the quality of public transit service in Santa Cruz County was improved dramatically as a result of the dedication, commitment and efforts of Jeff Almquist;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Jeff Almquist for his efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Jeff Almquist and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 9th day of January by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

EMILY REILLY
Chairperson

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS FOR THE YEAR 2004 AND THE TRANSPORTATION COMMISSION

I. RECOMMENDED ACTION

That the Board of Directors elect members from the Board to serve in the positions of Chair and Vice-Chair for the Year 2004 and appoint representatives to the Transportation Commission.

II. SUMMARY OF ISSUES

- Article 6 of the Metro Bylaws outlines that the Directors shall, in December, nominate members of the Board of Directors to serve as Chair and Vice-Chair.
- Staff recommends that elections be completed on January 23, 2004.
- Article 14.02 of the Metro Bylaws indicates that the Board of Directors shall annually, in January, appoint three of its members to represent the Transit District on the Santa Cruz County Regional Transportation Commission as nominated by the Chair of the Board of Directors.

III. DISCUSSION

The current terms of officers of the Board of Directors are set to expire in January 2004. Additionally, it is necessary for the Board of Directors to identify representatives from the Board to sit as members of the Santa Cruz County Regional Transportation Commission. Currently, the Bylaws indicate that the Board of Directors shall nominate candidates for officers in December and conduct elections in January. The Bylaws also indicate that the Chair of the Board of Directors shall nominate for Board approval the representatives to the Santa Cruz County Regional Transportation Commission in January, and that they will then be seated and take office at the Commission in February of each year. The Bylaws further provide that in addition to the three representatives to the Transportation Commission, the Board shall also select three alternates designated in priority.

Staff recommends that the Board of Directors give consideration to electing nominees for the various offices and appointments identified in this staff report at the January meeting.

IV. FINANCIAL CONSIDERATIONS

Funding support for the positions identified in this memo are contained in the adopted operating budget for 2003/2004.

V. ATTACHMENTS

Attachment A: Current Officers/Appointments

Attachment B: List of Nominees from December 2003 Board Meeting

ATTACHMENT A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CURRENT OFFICERS/APPOINTMENTS

Chair

Emily Reilly

Vice Chair

Mike Keogh

SCCRTC Representatives (3)

Mike Keogh

Emily Reilly

Pat Spence

SCCRTC Alternates (3) By Priority

Ana Ventura Phares

Michelle Hinkle

Marcela Tavantzis

ATTACHMENT B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT DECEMBER 12, 2003 NOMINATIONS

Chair

Emily Reilly

Vice Chair

Mike Keogh

SCCRTC Representatives (3)

Mike Keogh

Emily Reilly

Pat Spence

Marcela Tavantzis

SCCRTC Alternates (3) By Priority

Ana Ventura Phares

Michelle Hinkle

Marcela Tavantzis

Michael Rotkin

Emily Reilly

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF PROVISION OF SUPPORT SERVICES TO THE METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF).

I. RECOMMENDED ACTION

That the Board of Directors approve the provision of support services for the Metro Accessible Services Transit Forum (MASTF).

II. SUMMARY OF ISSUES

- On October 24, 2003 the Board of Directors reaffirmed the status of the Metro Accessible Services Transit Forum (MASTF) as a formally recognized advisory committee to METRO.
- The Board of Directors also acted to recognize the independent status of MASTF.
- The Board took action to modify the level of support provided to the Metro Accessible Services Transit Forum (MASTF) in order to preserve the recognized independence of the Committee.
- As a result of the action taken by the Board, it will be necessary for MASTF to identify a Secretary and find the resources to take, transcribe, copy, and transmit meeting minutes. As these tasks and associated costs have been the responsibility of METRO in the past, it will be necessary to provide a reasonable period of time for MASTF to implement a new procedure and secure support funding.
- On December 12, 2003 the Board of Directors approved a request from MASTF Chair Sharon Barbour to defer action on the support services issue to the January 23, 2004 meeting.

III. DISCUSSION

On October 24, 2003 the Board of Directors approved changes in the structure and support of the citizen advisory committees that assist METRO. The Board approved the retention of MASTF as an "independent" advisory committee that, while recognized in the bylaws, would not be subject to having either the committee bylaws or the committee membership approved by the Board of Directors. The Board further modified the support provided to MASTF to the attendance of one staff member at meetings to receive and share information and to providing assistance to MASTF in the posting of meeting notices and distribution of meeting agendas. The Board indicated that MASTF would need to find the resources to take minutes, prepare and reproduce

minutes, distribute minutes and other material associated with the conduct of meetings. In order to provide time for MASTF to identify a Secretary and establish a process for taking and producing the minutes, I am recommending that METRO continue to provide staff services to carry out these activities through March 2004. Additionally, any needed research would have to be carried out by MASTF members. Previously provided financial support to MASTF in the form of room rents, bus passes, and party supplies was discontinued by the Board on October 24, 2003.

Subsequent to the actions taken by the Board regarding the support that would be provided to MASTF, questions have been raised regarding specific details that were not discussed at the October 24, 2003 meeting. In attempt to clarify the outstanding questions, I have attached a specific list of support services that I am recommending be provided to MASTF by METRO.

Over the past years many citizens have provided countless hours of service to METRO by participating in either the MASTF activities. I am recommending that as a part of the final transition in the committees in March a formal recognition activity be held to express the appreciation of the Board and staff to the people who have provided support to METRO in past years by being members of MASTF.

On December 12, 2003 the Board of Directors responded affirmatively to a request from MASTF Chair Sharon Barbour that the issue of support services be addressed at the January 23, 2004 meeting in order to allow adequate time for MASTF members to discuss the proposal.

IV. FINANCIAL CONSIDERATIONS

The funding necessary to support the activities of MASTF are contained in the 2003/2004 METRO Operating Budget.

V. ATTACHMENTS

Attachment A: METRO/MASTF Support Items

Attachment B: METRO Bylaws Provisions Addressing MASTF

METRO SUPPORT SERVICES FOR MASTF

1. The General Manager of METRO shall assign one member of the METRO Staff to attend MASTF Meetings for the purpose of sharing information regarding METRO activities and to gather information to share with the METRO General Manager.
2. METRO Staff members shall provide assistance to MASTF in the posting of meeting agendas to insure compliance with the Ralph M. Brown Act.
3. MASTF shall prepare the agenda for, and minutes of its meetings. MASTF shall provide electronic and sufficient paper copies, audio tapes, and large print copies to METRO to meet the MASTF distribution requirements.
4. MASTF shall provide a list of recipients, and their choice of formats (electronic, paper, audio tape) for agendas and meeting minutes.
5. METRO Staff members shall include the meeting minutes and agendas of MASTF in the Meeting Packets provided to the Board of Directors.
6. The METRO Administrative Services Coordinator shall provide assistance to individuals seeking information regarding MASTF. The METRO Administration telephone number shall be listed in the *Headways* publication as the place where inquiries regarding MASTF should be directed.
7. METRO shall provide space and lockable cabinets in the Santa Cruz Metro Center conference room for the MASTF files. The MASTF files shall only be accessible to MASTF members who have been designated by MASTF as having the responsibility for maintaining the files. MASTF shall provide the General Manager with a current list of individuals that are authorized to access the files. METRO Staff members shall not have keys to the MASTF files unless so designated by MASTF and then only with the approval of the General Manager.

(i) Metro Advisory Committee (MAC)

- (a) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District: Its purpose is to provide advise to the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned.
- (b) MAC shall be composed of 22 members appointed by the Board of Directors. Each director shall nominate two individuals to serve as members of the MAC.
- (c) The Board of Directors shall approve bylaws to be followed by MAC.

(ii) Metro Accessible Services Transit Forum (MASTF)

- (a) The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that advises the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services to the public. MASTF reviews Metro programs for compliance with 5504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and all other appropriate local, state and federal laws and regulations.
- (b) The District shall regularly send one staff member to the MASTF meetings and this person shall share information from the District and gather concerns from MASTF. The District shall help in the preparation and distribution of meeting notices and agendas. Information on MASTF will remain in the **Headways** publication.

14.02 Appointment to Santa Cruz County Regional Transportation Commission

- a) The Board of Directors shall annually in January appoint three of its members to represent the Transit District on the Santa Cruz County Regional Transportation Commission (SCCRTC) for a one year term commencing in February. These Directors shall be nominated by the Board Chair. Three alternates to this commission designated in priority order shall also be

8.61

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE YEAR LEASE FOR KIOSK #5 AT THE WATSONVILLE TRANSIT CENTER TO LETICIA LEDESMA AND TOMAS SANCHEZ FOR A ONE-CHAIR BEAUTY SALON TO BEGIN FEBRUARY 1, 2004

I. RECOMMENDED ACTION

Authorize the General Manager to execute a 3-year lease for the Watsonville Transit Center Kiosk Space #5 to Leticia Ledesma and Tomas Sanchez for a one-chair Beauty Salon to begin on February 1, 2004.

II. SUMMARY OF ISSUES

- The Watsonville Transit Center was constructed with four kiosk spaces available for small businesses.
- Currently three kiosks have been leased; one to a Taqueria, one for a children's clothing and miscellaneous items store and the last for a one-chair beauty salon.
- One kiosk is utilized for storage by China Express, the new Asian restaurant opened at the Watsonville Transit Center in September, 2003 by Ali Gharahgozloo.
- Leticia Ledesma and Tomas Sanchez have leased kiosk #5 from February 1, 2003 for a one-year period, but the Lease will expire on January 31, 2004. They have requested a new three-year lease to begin February 1, 2004 and have offered to increase the rent from \$300.00 to \$350.00 monthly.
- The Santa Cruz Metropolitan Transit District advertised the space in November 2003 but only received an application from Ms. Ledesma and Tomas Sanchez for the space available.

III. DISCUSSION

The Watsonville Transit Center was constructed with four kiosk spaces available for small businesses. Three of the spaces have been leased and a fourth space is used by one of the tenants for storage.

The kiosk was advertised for rent in November 2003 for a proposed 3-year Lease to begin February 1, 2004. Tomas Sanchez and Leticia Ledesma submitted the only tenant application with financial documentation supporting their business experience and

financial feasibility. They have been currently leasing the space and running a one-chair beauty salon at the space beginning February 1, 2003 and have paid \$300.00 per month for rent. Based on the past year and their experience at the Watsonville Transit Center, they feel that they can make a go of the business and wish to commit to a new three-year Lease, offering \$350.00 per month at this time to begin February 1, 2004.

IV. FINANCIAL CONSIDERATIONS

The annual receipt of rent by the District should this proposal be accepted is \$4,200.00.

V. ATTACHMENTS

Attachment A: Proposed Lease Agreement with Tenants' signatures affixed.

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

THIS LEASE is made on February 1, 2004 between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California, hereinafter referred to as "Landlord", whose address is 370 Encinal, Suite 100, Santa Cruz, California, 95060, and, **Tomas Sanchez and Leticia Ledesma dba Leticia's Hair Salon**, hereinafter referred to as "Tenant", whose address is 475 Rodriguez Street, Watsonville, California, who agree as follows:

RECITALS

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

1. Landlord is the owner of certain real property commonly known as the Watsonville Transit Center (hereinafter "Center") at 475 Rodriguez, Watsonville, CA 95076. Said real property includes, without limitation, "Premises" which consists generally of approximately 240 square feet of space, otherwise described as kiosk #5.
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating, generally a **one-chair beauty salon**.
4. Tenant has examined the Premises and is fully informed of their condition.

ARTICLE 1: PREMISES

1.1 General

Landlord leases to Tenant and Tenant leases from Landlord the real property located in the City of Watsonville, County of Santa Cruz, State of California, outlined in yellow in Exhibit A in the Center at 475 Rodriguez, Watsonville, CA 95076.

1.2 Airspace Rights

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

ARTICLE 2: TERM

2.1 Fixed Term

The term shall commence **on February 1, 2004** and shall expire at 12:01 a.m. on

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

January 31, 2007 unless sooner terminated in accordance with the provisions herein.

2.2 Inability to Deliver Possession

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

2.3 Option to Extend Term

Tenant shall have two (2) options to extend the term of its lease, each for an additional one (1) year period under the same terms and conditions specified herein provided Landlord receives written notification from Tenant exercising said option not later than ninety (90) days prior to the expiration of the initial one (1) year term and ninety day (90) written notice before the expiration of each and every term thereafter. Tenant shall have no other right to extend the term beyond the options to extend term as described herein.

ARTICLE 3: RENT

3.1 Minimum Monthly Rent

Tenant shall pay to Landlord as minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of three hundred fifty dollars and no cents (\$350.00), which is subject to adjustment as provided in Section 3.2, per month, in advance on the first day of each month commencing on February 1, 2004. Minimum monthly rent for the first month or portion thereof shall be paid on the day that Tenant's obligation to pay minimum monthly rent commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

3.2 Periodic Cost-of-Living Adjustment

- a. The minimum monthly rent provided for in Section 3.1 shall be subject to adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), as follows:
 1. The basis for computing the adjustment is the Consumer Price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the date of the commencement of the term ("Beginning Index"). If the Index has increased over the Beginning Index, the minimum monthly rent for the following year (until the next rent adjustment) shall be determined by the percentage increase in the Index for the yearly period. In no case shall the minimum monthly rent be less than a 3% increase over the current minimum monthly rent set forth in Section 3.1 and an increase shall be no greater than 8% of the current minimum monthly rent as provided in Section 3.1.

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On adjustment of the minimum monthly rent as provided in this lease, the parties shall immediately execute an amendment to this lease stating the new minimum monthly rent.

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

3.2 Refund of Prepaid and Unearned Minimum Monthly Rent

If this lease terminates before the expiration date for reasons other than the Tenant's default, Landlord shall immediately repay to Tenant all minimum monthly rent then prepaid and unearned, less any monies owed by Tenant to Landlord.

3.3 Due Dates and Delinquent Dates for Rent Payments

- a. Amounts due Landlord for minimum monthly rent (Section 3.1), late rent charges (Section 3.4), "increase in insurance due to use" (Section 5.2.1), "fire and other perils insurance" (Section 10.3), and other rent for which specific payment dates or periods are identified in this lease, are due and payable, without deduction, setoff, prior notice or demand, on the dates indicated herein, and are delinquent on the second business day thereafter. All rent payments for which no specific due dates are specified in this lease, including, without limitation, additional rent (Section 3.5), security deposit (Article 4), maintenance (Article 6), Utilities and Services (Article 9) and insurance (Article 10), are due and payable upon receipt of Landlord's invoice, and are delinquent eight (8) calendar days thereafter, if served personally, or ten (10) calendar days after the date of postmark, if sent by prepaid, first-class mail.
- b. A "business day" for purposes of this Article is any day on which the administrative office of the Santa Cruz Metropolitan Transit District is open for regular business.

3.4 Late Rent Charges

Rent not paid when due shall bear interest from the first day after it is due until paid at the rate of 10 per cent per annum. Tenant acknowledges that late payment by Tenant to Landlord of any rent shall cause Landlord to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any amount of rent due from Tenant is not received by Landlord when due, for any cause, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue rent

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as a late charge, in addition to the interest charge specified above. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the rights and remedies available to Landlord.

3.5 Taxes Paid by Tenant; Additional Rent

- a. Tenant agrees to pay before delinquency all taxes, assessments, license fees, and other charges which at any time may be levied by the State of California, County of Santa Cruz, City of Watsonville (including, without limitation any promotional tax due), or any other tax or assessment, levied upon any interest in this lease or any possessory right which Tenant may have in or to be the Premises covered hereby or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on commodities, goods, merchandise, foods, beverages, fixtures, appliances, equipment and property owned by it in, on, or about said Premises. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Amounts paid through Landlord for any aforementioned expense (including, without limitation, promotional tax) shall be considered additional rent for purposes of this lease.
- b. If this Lease expires prior to the determination of the amount of such taxes and assessments for the last year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last year.
- c. This lease may create a possessory interest subject to property taxation. Tenant is hereby notified that the lease may be subject to property taxes. (See California Revenue and Tax Code §107.7.)

3.6 Payment for Permits

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

3.7 Negation of Partnership

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

3.8 Payment of Rent

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

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Santa Cruz Metropolitan Transit District
ATTN.: Finance Department
370 Encinal Street, Suite 100
Santa Cruz, CA 95060-2101

ARTICLE 4: SECURITY DEPOSIT

Tenant shall keep the current deposit already placed with Landlord **six hundred dollars and no cents (\$600.00)** as a security deposit for the performance by Tenant of the provisions of this lease upon execution of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days of demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the security deposit.

ARTICLE 5: USE; LIMITATIONS ON USE

5.1 Use

- a. Tenant shall use premises for a **one-chair beauty salon** as more particularly set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit B attached hereto and made a part hereof.
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant for Landlord's exercise of discretion in allowing any type of business to lease space at the Center or in consenting to a change of any other Tenant's business use located at the Center. Landlord shall not be a guarantor of Tenant's business or of insuring that individuals who ride landlord's buses shop at or utilize tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit B. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the Premises

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to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction. Tenant shall not use any space in the restaurant area for office, clerical, and other non-service or non-selling purposes.

- d. Tenant specifically agrees that the premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant(s) in the Metro Center, nor, without limiting the generality of the foregoing, shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose.

5.2 Limitations on Use

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

5.2.1 Cancellation of Insurance; Increase in Insurance Rates

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

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restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.

- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises or is include in another section of this lease as an obligation of Tenant. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding, the foregoing Tenant shall not alter the premises in any fashion without Landlord's written approval.

5.2.2 Deliveries

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

5.2.3 Waste; Nuisance

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

5.2.4 Overloading

- a. Tenant shall not do anything on the Premises that will cause damage to the premises or to the Center.

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

5.2.5 Hours of Operation

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

5.2.6 Rules and Regulations/Common Area

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as may be promulgated by any government agency including the Board of Directors, officers or representatives of the Landlord in their official or departmental capacity. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by any governmental agency or Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant. Tenant acknowledges that it has read and reviewed the Center Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.
Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the users and occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for

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itself and for its customers, invitees, employees, contractors, subtenants and licenses to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access. Tenant shall do nothing to interfere with anyone's use of the common area. However, Tenant shall have no right to utilize the space specifically reserved by Landlord for its own use of the use of its employees.

- b. Tenant shall be responsible for its proportionate share of the costs of the Common Area including the maintenance costs, and all improvements and facilities situated thereon and required in connection therewith. Any increases to common area charges shall be assessed based upon the useful life of the improvement taking into account the remaining term of the lease.

5.2.7 Limitation

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

ARTICLE 6: MAINTENANCE

6.1 Landlord's Maintenance

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

6.2 Tenant's Maintenance

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal property, restrooms, fixture maintenance (i.e. light bulbs.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance

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etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.

- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

ARTICLE 7: REPAIRS AND ALTERATIONS

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

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thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise modify any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenant's business as a result of alterations or improvements.

ARTICLE 8: TRADE FIXTURES

Subject to the provisions of Paragraph 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the Center or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

ARTICLE 9: UTILITIES AND SERVICES

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

- a. Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electric, water and telephone service, and for all connection charges and taxes;
- b. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- d. Tenant shall reimburse Landlord on a monthly basis (or other period as may be established by Landlord) for Landlord's costs in furnishing trash collection services to the premises at the flat rate of \$25.00 per month, which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date

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Landlord bills Tenant. If Landlord determines that Tenant's trash collection costs should be increased due to Tenant's actual use of the service, Tenant shall be provided with 10 days notice of such increase.

- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- f. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of the total utility use by those sharing the same meter, or as metered use. Landlord shall bill the Tenant as deemed appropriate. If deemed appropriate by Landlord, Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- g. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Tenant's Indemnification of District

Tenant shall exonerate, indemnify, defend, and hold harmless Landlord (which shall include, without limitation, its officers, agents, employees and volunteers) and the property of Landlord from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Landlord may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Tenant's lease or use of the Premises under the terms of this Lease including any condition of the Premises or any portion thereof over which Tenant has control and/or a duty to repair and/or maintain under the terms of this Lease. Such indemnification includes any damage to the person(s), or property (ies) of Tenant and third persons. Notwithstanding the foregoing Landlord shall be solely responsible for claims, demands, losses, damages, defense costs or liability of any kind or nature arising from its own transit operation at the Center so long as such claim, demand, loss, damage, defense costs or liability is not due to Tenant's negligence, intentional act or omission or due to Tenant's failure to meet its obligations under this lease.

10.2 Liability Insurance

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, public liability insurance, property damage insurance and products liability

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insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.

- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, that Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed due and owing to landlord on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy (ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord upon execution of this Lease and at such times as Landlord deems appropriate. Said policy or policies shall further provide that any insurance carrier of Landlord's shall be excess insurance only, as to the liability insured thereby.

- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Tenant's at the Center. Changes in insurance amounts shall occur not more frequently than once a year.

10.3 Fire and Other Perils Insurance

- a. Landlord shall provide Fire and Other Insurance with respect to the Premises, except that Landlord shall not provide earthquake and flood insurance. Insurance shall be obtained in the name of Landlord covering said leased Premises and all fixtures therein against loss by reason of the perils of fire, lightning, vandalism and malicious mischief, and endorsed to include extended coverage, said policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. Said policy or policies shall provide that the loss payable shall be paid to Landlord.

- b. The "full replacement value" of the building and other improvements to be insured shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years,

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either party shall have the right to notify the other party that it elects to have the replacement value determined by an insurance company. The determination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the determination.

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

10.4 Tenant's Fire and Malicious Mischief Insurance

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

10.5 Plate Glass Insurance

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

10.6 Tenant's Business Interruption Insurance

Tenant at its cost shall maintain business interruption insurance insuring that the minimum monthly rent will be paid to Landlord for a period of up to two (2) years if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of

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standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

10.7 Proof of Insurance

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

10.8 Other Insurance Matters

All insurance required under this lease shall:

- a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.
- b. Be issued as a primary policy.
- c. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- d. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

ARTICLE 11: DESTRUCTION

DAMAGE OR DESTRUCTION

In the event the premises, or the building or other improvements in which the premises are located, shall be damaged by and the cause of said damage is covered by insurance so that the damage thereto is such that the premises, or the building and other improvements in which the premises are located, may be repaired, reconstructed or restored within a period of ninety (90) days, landlord shall promptly commence the work or repair, reconstruction and the restoration, and shall diligently prosecute the same to completion through the use of the insurance proceeds. . If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party. During this period of time, this Lease shall continue in full force and effect, except that Tenant shall not be liable for monthly

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rent if the Premises are totally destroyed or unusable for safety and health reasons as determined by the applicable municipal safety and health departments, so long as this restriction is not caused by Tenant. Tenant would be liable only for monthly rent in proportion to usable space if partially destroyed. If the Premises, or the building or other improvements in which the Premises are located, cannot be restored within ninety (90) days, either Tenant or Landlord has the option to terminate this Lease by giving written notice to the other

ARTICLE 12: ASSIGNMENT

12.1 ASSIGNMENT AND SUBLETTING

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:
- (i) The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
 - (ii) That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
 - (iii) Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;
 - (iv) As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;
 - (v) Tenant reimburses Landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.
- b. If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60) days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may

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request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

ARTICLE 13: DEFAULT

13.1 Tenant's Default

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

13.2 Landlord's Remedies

13.2.1 Cumulative Nature of Remedies

Landlord shall have the following remedies if Tenant commits a default. These remedies

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are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or in equity.

13.2.2 Tenant's Right to Possession Not Terminated

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any re-letting. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability under the lease terms. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

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

13.2.3 Termination of Tenant's Right to Possession

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this

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lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
 2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
 3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
 4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.
- b. "The worth, at the time of the award," as used in items "1" and "2" of this Article 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

13.2.4 Landlord's Right to Cure Tenant's Default

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

ARTICLE 14: SIGNS

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other

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similar item without Landlord's written consent and any necessary approval from the City of Watsonville. Any signs approved by Landlord and placed on the Premises shall be at Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.

- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the public areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Metro Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.
- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

ARTICLE 15: LANDLORD'S ENTRY ON PREMISES

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

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ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT

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

ARTICLE 17: NOTICE

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

Landlord:
Santa Cruz Metropolitan Transit District
370 Encinal Suite 100
Santa Cruz, CA 95060
ATTN: District Counsel

Tenant:
Tomas Sanchez and Leticia Ledesma
629 Main Street, PMB #182
Watsonville, CA 95076-4335

ARTICLE 18: WAIVER

- a. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

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

ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER

19.1 Surrender of Premises

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

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19.2 Holding Over

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

ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 General Conditions

20.1.1 Time of Essence

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

20.1.2 Corporate Authority

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

20.1.3 Successors

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

20.1.4 Rent Payable in U.S. Money

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

20.1.5 Real Estate Brokers; Finders

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

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20.1.6 Status of Parties on Termination of Lease

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

20.1.7 Exhibits--Incorporation in Lease

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

20.1.8 Licenses and Permits

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

20.1.9 Pest Control

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

20.1.10 Drug and Alcohol Policy

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

20.1.11 Smoke Free

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

20.1.12 Information Form

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

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20.1.13 Termination for Convenience

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

20.1.14 Publicity

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

20.1.15 Consent to Breach Not Waiver

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

20.1.16 Prohibition of Discrimination against Qualified Handicapped Persons

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

20.1.17 Cal OSHA/Hazardous Substances

20.1.17.1 Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the premises shall be used, stored, and removed in compliance with all applicable laws, statues, ordinances and governmental rules, regulations or requirements.

20.1.17.2 Tenant shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Landlord's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.

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- 20.1.17.3 Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 20.1.17.4 Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- 20.1.17.5 Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- 20.1.17.6 Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any an all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney’s fees caused by Tenants actions, herein collectively referred to as “Claims”:
- (i) Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and
 - (ii) Any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

20.1.18 All Amendments in Writing

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

20.1.19 Responsibility for Equipment

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

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20.1.20 Equipment

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

20.1.21 Nondiscrimination

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

20.1.22 Liens

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

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

20.1.23 Integrated Agreement; Modification

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

20.1.24 Provisions are Covenants and Conditions

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

20.1.25 Use of Definitions

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

20.1.26 Definitions

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

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meanings:

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

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- k. **LAW:** Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).
- l. **LENDER:** The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. **LIEN:** A charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. **MAINTENANCE:** Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. **PERSON:** One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.
- p. **PROVISION:** Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulations in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. **PUBLIC AREA:** Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord. Public area is the common area.
- r. **RENT:** Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. **RESTORATION:** The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. **SUBSTANTIAL COMPLETION:** Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.

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

- u. **SUCCESSOR:** Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. **TENANT'S IMPROVEMENT:** Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. **TENANT'S PERSONAL PROPERTY:** Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit D.
- x. **TENANT'S TRADE FIXTURE:** Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit D.
- y. **TERM:** The period of time during which Tenant has a right to occupy the Premises.
- z. **TERMINATION:** The ending of the term for any reason before expiration, as defined here.

20.1.27 Captions

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

20.1.28 Singular and Plural

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

20.1.29 Joint and Several Obligations

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

20.1.30 Severability

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

ARTICLE 21: ATTORNEYS' FEES

In the event suit is brought to enforce or interpret any part of this Lease Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as

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

damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his costs of attorney's fees.

ARTICLE 22: AUTHORITY

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

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

LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

TENANT- Leticia's Beauty Salon

BY: _____ BY: _____
Leticia Ledesma Tomas Sanchez
Approved as to Form:

BY: _____
MARGARET GALLAGHER
District Counsel
Date _____

ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE ARE THE FOLLOWING EXHIBITS:

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

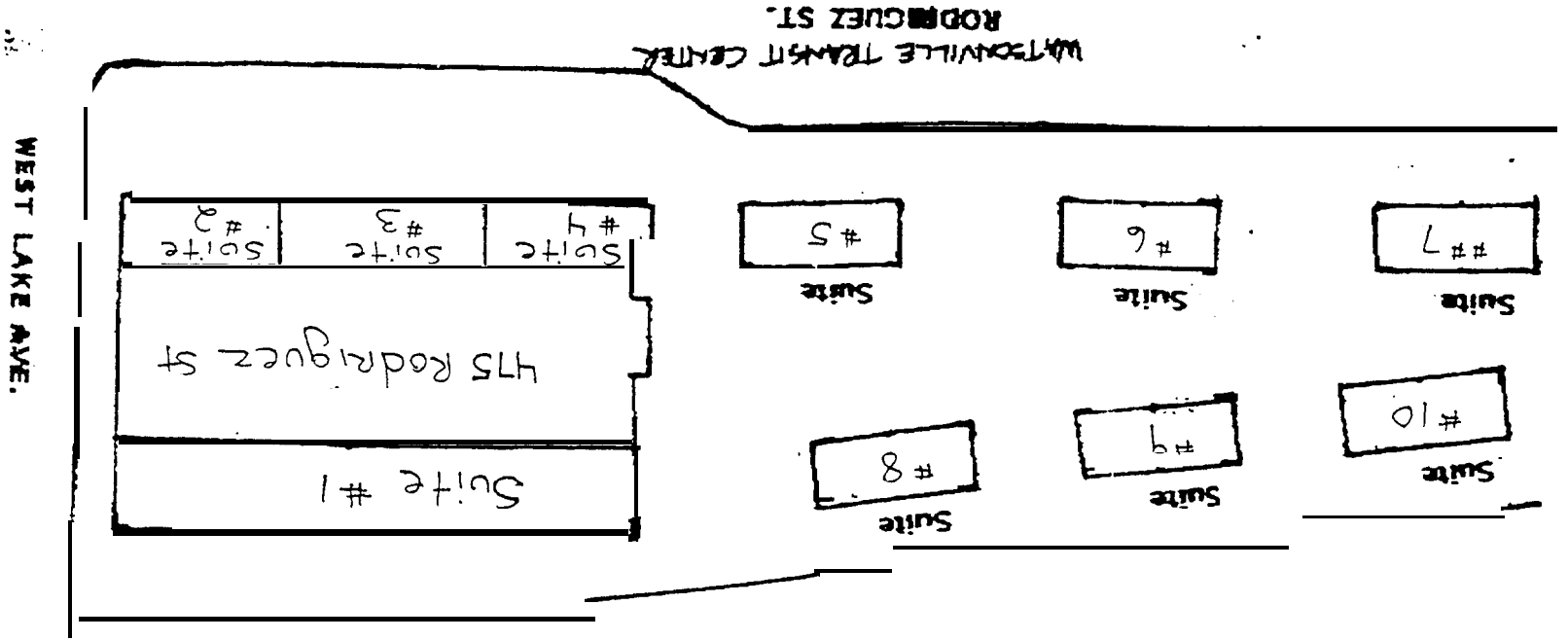
Exhibit A - Floor plan

Exhibit B – Use: Hours of Use; Closure for Transit District Holidays- Thanksgiving (4th Thursday in November), Christmas (Dec. 25), New Year's Day (Jan. 1)

Exhibit C - Rules and Regulations

Exhibit D – Inventory of Trade Fixtures and Personal Property

APP: 17-011-54



Initials

Landlord: _____

Tenant: WLS

EXHIBIT A

EXHIBIT B

USE: HOURS OF USE

Tenant's business shall be that of operating a one-chair Beauty Salon.

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

1. Items associated with operating a Beauty Salon.

The sale by Tenant of any items or products not listed above shall be subject to the consent of Landlord. Tenant agrees that it will not sell any food item including Mexican food, food similar to that sold by Transmart and food that is the same or similar to the food sold by McDonalds, which includes but is not limited to hamburgers and french fries. McDonalds and Transmart are located in the lobby of the Watsonville Transit Center.

Tenant agrees that they have no right to enter the area that is designated for Metro employees and agrees not to allow themselves or their employees use of such area.

Tenant agrees that they are responsible to provide a sink and all other fixtures and property necessary for the operation of a beauty shop.

Tenant's business hours are shown below:

Monday through Sunday: 10:00 a.m. – 6:00 p.m.

Landlord is not obligated to keep lobby or restrooms at Transit Center open or maintained earlier than 9:30 a.m. or later than 8:00 p.m.

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

INITIALS

Landlord: _____

Tenant: H. J. S.

EXHIBIT C

RULES AND REGULATIONS

1. SIGNS AND ADVERTISEMENTS

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

2. BUSINESS NAME OR LOGO ON WINDOWS; SUNSCREENS

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

3. FREE MOVEMENT

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

4. LOCKS

Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

5. USE OF RESTROOMS

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

6. CARE OF PREMISES

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

7. FURNITURE; EQUIPMENT; SAFES

No furniture, or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all

safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

8. OBJECTION USE; PETS

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

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

9. HAZARDOUS FLUIDS, HVAC

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

10. ELECTRICAL WORK; LOCATION OF EQUIPMENT

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

11. RESTRICTION OF BUILDING ACCESS FOR PUBLIC GOOD

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

12. RIGHT TO EXCLUDE OR EXPEL

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

13. INSTALLATION OF MACHINES

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

14. RIGHT TO CHANGE NAME AND STREET ADDRESS

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

15. QUIET ENJOYMENT

Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

16. USE OF BUILDING NAME

Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promotion or advertising the business of Tenant except as Tenant's address.

17. CONTROL AND OPERATION OF PREMISES FOR PUBLIC GOOD

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

18. DOOR SECURITY

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

19. DISTRICT BUSINESS; CARE OF PATRONS

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

20. VEHICLE RESTRICTION

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

21. PICK UP AND DELIVERIES

Pick up and deliveries of goods, merchandise, supplies, equipment, or service to Tenant's premises shall be at locations and times described by Landlord. Pick up and deliveries of any type in Metro Center bus lanes or driveways are strictly forbidden.

22. NO SMOKING

The entire Transit Center shall be a smoke-free facility. Tenant shall refrain from smoking at the Transit Center and shall inform its employees and patrons that the Center is smoke-free.

23. BIKE USE AND ABANDONMENT

Bicycles are not to be operated at the Transit Center. If Tenant observes anyone riding a bicycle at the Center he/she shall notify them of this rule.

If a bicycle is abandoned at the Center Tenant shall have it removed in accordance with California State law.

24. LOITERING

No loitering.

25. SKATEBOARDING

Skateboarding at the Transit Center and in its parking lot are prohibited.

26. PARKING

The Santa Cruz Metropolitan Transit District does not provide any parking for tenants, employees or customers.

INITIALS

Landlord: _____

Tenant: LL 9-S

EXHIBIT D

INVENTORY OF TRADE FIXTURES AND PERSONAL PROPERTY

Tenant's trade fixtures and personal property:

- barber styling chair - styling station cc' with mirror -
- Nail Table - Booster Baddy - Shampoo Bowl -
- shampoo chair - Dyer's Chair with Dyer -
- Wonder Flow Shampoo Spray -
- 2 Retail Display - Pedicure Kart - Massage Table
- Facial Steamer - Pedicure implements -
- Double Warmer - - Manicuring implements -
- Electric Nail File - Ceramic Flat Irons -
- 2 Hand Dryers - Irons Accessories -
- 2 Hair Clippers and 2 trimmers -
- Razors and Shears
- Brushes and Combs
- RESM II REFRIGERATOR - MICROWAVE
- Television

INITIALS

Landlord: _____

Tenant: LLTZ

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF PRESENTATION BY RNL DESIGN REGARDING THE STATUS OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

That the Board of Directors receive and file the MetroBase Monthly Status Report and also receive a presentation from RNL Design regarding their status on the project.

II. SUMMARY OF ISSUES

- The MetroBase Project is currently proceeding in accordance with the schedule attached to this Staff Report, which is the schedule for the RNL Design Contract.
- RNL Design continues to work on the design process with the major activity this month being a Peer Review.
- The City of Santa Cruz is continuing to work on the real estate acquisition and relocation phase of the project.
- The desired Project Manager candidate declined the job offer and we are re-advertising the position.

III. DISCUSSION

The MetroBase Project is proceeding as per the attached timeline (Attachment A). The format of the chart has changed to reflect the timeline and events that are contained in the RNL Design Contract. Using this document will allow the Board to directly track the future progress of the project and the architect's compliance. RNL Design is progressing on schedule at this point in the process.

The tasks for December included preparation of Schematic Design documents, the Peer Review session, coordination of design activities with engineering consultants, and the preparation of Master Plan document.

Tasks for January will include completion of Schematic Design documents for submittal to SCMTD, preparation of updated cost estimate, QA/QC review of documents, meeting with City of Santa Cruz Planning Dept. for courtesy review of the project, and to begin Design Development phase

Additionally, on this agenda RNL will be providing a final report on the Phase II Study and be making a presentation to the Board of Directors at the January Meeting. Additionally, they will provide a status update on the design at that time.

Santa Cruz METRO is re-advertising the Project Manager position.

The City continues to work on the real estate acquisition and relocation aspects of the project. No significant issues have surfaced during this past month.

IV. FINANCIAL CONSIDERATIONS

No actions have taken place during the reporting period that have changed the financial status of the MetroBase project.

V. ATTACHMENTS

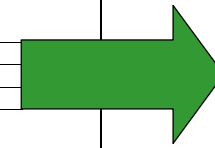
Attachment A: MetroBase Project Schedule

Attachment B: MetroBase Construction Phasing Schedule

Santa Cruz Metropolitan Transit District
Metro Base



TASK / WORK ITEM	2003						2004											
	July 28	August 4 11 18 25	September 1 8 15 22 29	October 6 13 20 27	November 3 10 17 24	December 1 8 15 22 29	January 5 12 19 26	February 2 9 16 23	March 1 8 15 22 29	April 5 12 19 26	May 3 10 17 24 31	June 7 14 21 28	July 5 12 19 26	August 2 9 16 23 30	September 6 13 20 27	October 4 11 18 25	November 1 8 15 22 29	December 1 8 15 22 29
Notice to Proceed	*																	
Task I Program Confirmation & Master Plan																		
-Kick Off Meeting/Distribute Questionnaires																		
-On-Site Interviews/Program Confirmation																		
-Develop Space Needs Program																		
-District Review/Approval																		
-Master Planning On Site Session																		
-Master Plan Documents																		
-Conduct Survey, Soils Report																		
-District Review/Approval																		
Task II Preliminary Design																		
-On Site Design Session																		
-Prepare Schematic Design (35%)																		
-Peer Review																		
-Value Engineering																		
-Prepare Cost Estimate																		
-QA/QC Review																		
-District Review/Approval																		
Task III Final Construction Documents																		
-Prepare Design Development Documents																		
-Prepare Construction Documents (65%, 95%)																		
-Prepare Specifications																		
-Prepare Cost Estimate																		
-QA/QC Review																		
-District Review/Approval																		
Phase IV Permitting																		
-Planning Dept. (Courtesy Meeting)																		
-City Building Dept. Plan Check																		
-Plan Check Revisions																		
-Final Review (100% Documents)																		
Task V Bidding																		
-Bidding																		
-Award Construction Contract																		
Task VI Construction Administration																		
-Construction (16 - 20 months in 2 to 3 Phases)																		
-Start Up/Operational Manuals (1 month)																		
-Move In (1 month)																		
-Record Drawings																		
City Meetings / Presentations																		
-District/RNL Design Progress Meetings	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
-Presentations SCMTD Board																		



**Construction Sequencing / Project Logistics Schedule
Santa Cruz Metropolitan Transit District
Metro Base**

TASK/CONSTRUCTION ELEMENTS	2004												2005												2006												2007					
	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J			
BID & AWARD TASK ELEMENTS																																										
Fueling Bid Package (Assigned to GCBP)																																										
Bid	█	█																																								
Award		█	█																																							
Design/Permit/Procure			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
General Construction Bid Package																																										
Bid					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
Award										█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
CONSTRUCTION PHASE/ELEMENTS																																										
OPS-1 Demo Fuel Shed, Site Work, Fuel & Wash Const & Commissioning								█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
OPS-2 Demo Slo-Fill Fuel, Site Work, and construct new Op's Building																█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
OPS-3 Demo existing Op's Bldg and Final Site Work																																					█	█	█			
MNT-1 Demo Parts Bldg and construct new Maintenance Building								█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
MNT-2 Renovate existing Maint. Bldg. and construct new Parts Building																									█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
MNT-3 Demo Surf City Produce bldg and Final Site Work																																						█	█			
OWNER LOGISTICS/ACTIVITIES																																										
Move Staff & Equipment From Tool Rm to Surf City Bldg.									█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
From Existing to New Op's Bldg.																																						█	█			
From DuBois Facilities to new Maintenance Building																																							█	█		
From Surf City to New Maint. Bldg																																						█	█			
Furniture Procurement/Installation																																										
Prepare Furniture Bid Package																																							█	█		
Bid & Award Furniture Package																																							█	█		
Installation - Relocated and/or New																																							█	█		

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2003

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF ACCEPTANCE OF THE FINANCIAL FEASIBILITY AND IMPACT REPORT FOR POTENTIAL PROPERTIES TO BE USED FOR A PHASE 2 METROBASE PROJECT.

I. RECOMMENDED ACTION

That the Board of Directors accept the Financial Feasibility and Impact Report that examines potential properties to be used for a 2nd phase of the MetroBase Project prepared by RNL Design.

II. SUMMARY OF ISSUES

- On October 31, 2002 METRO executed a contract with RNL Design to evaluate selected properties to determine which locations would be the most feasible for use should a Phase 2 of the MetroBase Project be funded in the future.
- RNL Design has completed the evaluation of potential properties for future use by METRO.
- The next step in the project development process would normally be to identify a Preferred Alternative and undertake the preparation of an Environmental Impact Report (EIR). However, there are no funds available to proceed with a 2nd Phase for the MetroBase Project.
- As a result of the lack of funding and thus the inability to proceed on a 2nd Phase of the MetroBase Project, staff recommends that the Board of Directors accept the FFIR from RNL and take no other action.

III. DISCUSSION

Currently, METRO is implementing Phase 1 of the MetroBase Project. When completed, the Phase 1 facility will accommodate the operation of approximately 98 buses as well as allow for the conversion of 40 buses to Compressed Natural Gas (CNG) operation. The conversion of the buses to CNG operation is essential in order to comply with the agreements that the Board of Directors entered into with the California Air Resources Board.

On October 31, 2002 METRO entered into a contract with RNL Design to evaluate properties that could be used for a Phase 2 expansion of the MetroBase facility should there be funding at some future point in time. The Phase 2 discussion resulted from the concern of the Board that the

Phase 1 facility would not be large enough to accommodate the METRO Fleet in the future. A number of properties were identified for evaluation by RNL Design. RNL Design has completed the evaluation of properties that could be good candidates for future expansion of the MetroBase facility. The Phase 2 Financial Feasibility and Impact Report (FFIR) is attached to this Staff Report. RNL Design representatives will attend the January 09, 2003 meeting of the Board of Directors to elaborate on their findings.

The next step in the project development process would typically be to identify a Preferred Alternative and to proceed to conduct an Environmental Impact Review (EIR). However, there is not any funding source that could be used by METRO to fund either the EIR or the construction of a 2nd Phase of the project.

As a result of the lack of funding sources at this time, staff recommends that the Board of Directors accept the FFIR from RNL and take no other action.

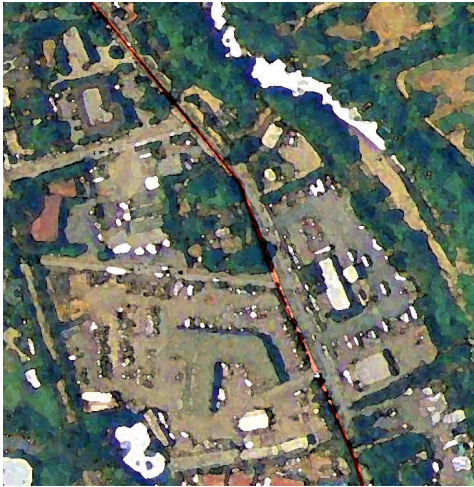
IV. FINANCIAL CONSIDERATIONS

There are no funds to proceed beyond the acceptance of the FFIR for Phase 2 of the MetroBase Project.

V. ATTACHMENTS

Attachment A: Financial Feasibility and Impact Report for MetroBase Phase 2

NOTE: The Financial Feasibility and Impact Report has been distributed to the Board only. To review a full version of this study, please go to www.scmtd.com



Santa Cruz Metropolitan Transportation District
MetroBase Capacity Enhancement

Feasibility Study



RNL Design
800 Wilshire Blvd., Suite 400
Los Angeles, CA 90017
213.955.9775
213.955.9885 FAX

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Chapter One Project Overview

Introduction

The Santa Cruz Metropolitan Transit District (SCMTD) has proposed the MetroBase Facility as a way to partially consolidate the District's bus operations and maintenance facilities. The Facility is proposed on two separate sites along River Street and Golf Club Drive in the Harvey West area of Santa Cruz. The proposed facility would accommodate the SCMTD fleet to 98 buses, including facilities for operations, fueling, washing and maintenance activities and parking for buses, support vehicles, employee and visitor vehicles.

The environmental consulting firm of Denise Duffy & Associates, Inc. was commissioned to conduct an environmental impact report for the proposed SCMTD MetroBase facility. The EIR was certified by the SCMTD Board on February 28, 2003.

The EIR addressed the phased nature of the development of the MetroBase Facility. The first phase of the MetroBase would include the facilities to support a bus fleet of 98 vehicles. Several sites were identified as possible expansion potential for the District as additional space is required to meet bus fleet growth in the future. The objective of this study was to evaluate the feasibility of additional site locations for the enhancement of the capacity and efficiency of the MetroBase facility for operations and maintenance of the District's fleet.

Scope of Services

RNL Design was commissioned by SCMTD to conduct this study. A description of the major work tasks follows.

Verify Fleet Size and Composition

The MetroBase Facility as proposed is planned to support 98 buses. The District desires to be able to expand the fleet to a targeted number of 175 buses. In addition, the type of fuel utilized by the District has a significant impact on the viability of sites due to the space required and the costs associated with infrastructure development. RNL Design met with SCMTD management staff to verify existing and proposed fleet counts and composition and the type of fuel to be utilized by the District.

Existing Facilities Tours

Tours of the existing District facilities were conducted to collect information on the current fleet, space usage, operational inefficiencies and challenges facing the District staff at the existing facilities.

Verify Space Program

A space needs assessment was conducted by Waterleaf Architecture & Interiors and documented in the MetroBase Programming Report (consolidated Westside Site Alternative) dated April 2000. RNL Design conducted a verification of the space needs program based upon the parameters of a 98 bus and 175 bus fleet, the required administration,

operations and maintenance space needed to support the fleet, and a comparison to other transit properties of similar fleet size.

Site Evaluation

An evaluation of the potential enhancement sites was performed by RNL Design, which included addressing such issues as land use compatibility, site features, environmental issues, traffic and access, topography, available utilities, re-use potential of existing structures, and similar issues. This evaluation task was performed by conducting tours of the sites and by visiting the City to obtain existing records on utilities and topography.

Phased Site Layouts

RNL Design developed conceptual site layouts for the MetroBase Facility sites and the recommended enhancement sites in order to test and confirm the site capacity.

Project Budget

RNL Design developed an order-of-magnitude cost estimate for the proposed improvements and new construction required at the SCMTD MetroBase. Additionally, a total project budget was prepared that delineates the costs for construction, design, phasing, moving, and other similar project costs.

Report Overview

The Feasibility Study prepared for the MetroBase Facility enhancement sites consists of six chapters. The following is a brief description of the contents of each chapter.

Chapter One - Project Overview describes the background of the project, defines the scope of work of this study and gives an overview of the final report.

Chapter Two - Basis for Planning provides a summary of the programming and planning issues that were considered during the evaluation of the sites and development of alternative conceptual site plans.

Chapter Three - Site Evaluation presents the results of the analysis of the enhancement sites and recommends sites for further evaluation through development of conceptual layouts.

Chapter Four – Alternative Site Layouts presents conceptual layouts for the recommended sites.

Chapter Five – Project Budget presents conceptual project costs for the recommended sites.

Chapter Six - Recommendation includes a comparative analysis of the enhancement sites listing the pro's and con's for each with the planning team's recommendation of the most beneficial approach for the District.

Appendix includes other data and materials generated during the course of this study.

Acknowledgement

RNL Design would like to thank Les White, General Manager, and Mark Dorfman, Assistant General Manager, for their participation in this Feasibility Study. Their input and guidance during this study was helpful to maintain focus on the critical issues surrounding the MetroBase project.

Chapter Two Basis for Planning

Introduction

SCMTD currently operates from eight (8) locations in the Harvey West area of the City of Santa Cruz, California. See Figure 3.0-5 from the Denise Duffy & Associates, Inc. EIR dated February 7, 2003 for the locations of the District's facilities. The District also owns a facility in Watsonville, California, which has not been utilized since 1989 due to damage incurred in the Loma Prieta Earthquake. It is readily apparent that significant operational inefficiencies are caused by multiple locations and the relatively small size of each location. Certain efficiencies could be gained by consolidation of operations and maintenance activities to fewer, larger parcels of land, thereby minimizing travel time and deadhead costs between sites, the inefficiencies of shuffling buses to perform servicing and fueling activities and numerous related staff and operational issues.

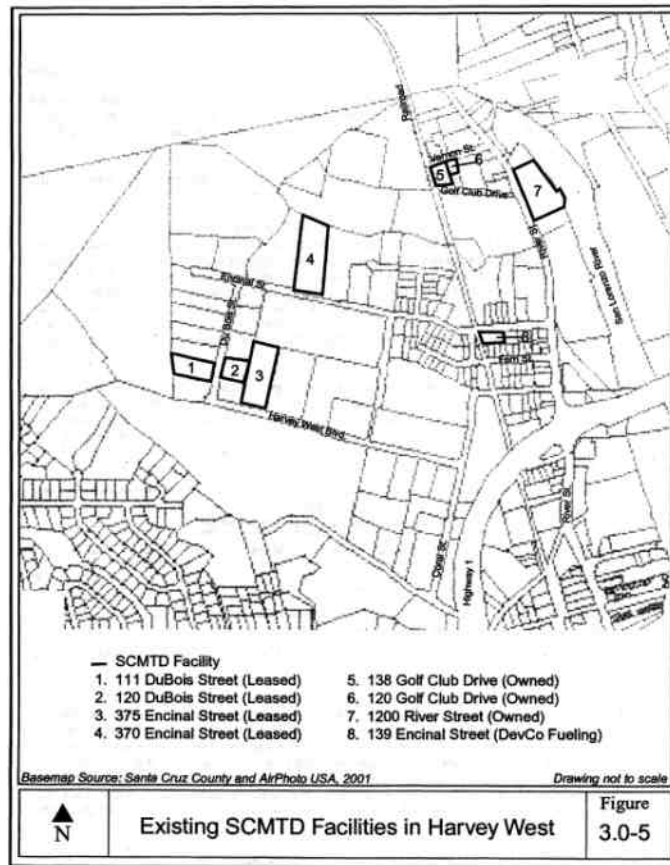


Figure 3.0-5 From Denise Duffy & Associates' report

RNL Design met with SCMTD management to verify the current fleet size and future growth of the fleet, the type of fuel to be used by the District, the composition of the fleet and similar program and planning issues. Tours of the existing facilities were conducted to obtain a general sense of the opportunities and constraints these locations. The following is a summary of

those findings and will be used as a general guide during the planning process.

Fleet Size and Composition

The District currently has a fleet of 102 buses. The current peak service requirement is for 80 buses. Four buses will be retired from service, thus reducing the active fleet to 98 buses. With 16 spare buses, the remaining in-service fleet will be 82 buses. Of the current fleet, approximately 60% of the buses are full size (40 foot) coaches and the remaining 40% are 35 foot buses.

The proposed MetroBase Facility is planned to support a fleet of 98 buses. At 82 in-service buses capacity, the proposed facility does not allow for expansion of the SCMTD service beyond the current level.

SCMTD has developed a long-range plan, which identifies the need for 175 buses to meet service goals. Similar to the current fleet, the mix of 40 foot and 35 foot buses would remain around 60%/40% and none of the buses are planned to be articulated buses.

Fuel Type

SCMTD currently operates primarily on diesel fuel for the bus fleet. The District has 9 compressed natural gas (CNG) buses and one CNG trolley. The District must convert from diesel to CNG fuel beginning 2005 and be complete with the conversion of the entire fleet by 2010-2012. Currently, the District has a CNG fueling facility, however it is not of adequate size to fuel the entire fleet of 98 buses or the future fleet expansion to 175 buses. In addition, the District does not have adequate facilities in which to maintain CNG buses.

It is planned that, as the current fleet is replaced, the new buses will be CNG, or diesel buses that are converted over to CNG at the time of their first overhaul. Thus, the entire 98 bus fleet will be converted to CNG over time and the expanded fleet, up to the 175 buses, will be procured as alternatively fueled vehicles.

In simplified terms, there are generally two ways to generate CNG fuel for the bus fleet; 1.) Pipe natural gas to the site and compress the gas on-site for dispensing to the buses, 2.) Deliver liquid natural gas to the site and convert to compressed natural gas for dispensing to the buses. Each approach has its own set of pros and cons related to infrastructure costs, construction costs and operational costs. Given the relatively high cost of development of the infrastructure to pipe natural gas in sufficient volume and pressure to fuel 98 buses, and possibly 175 buses at this site, and the potential future flexibility to fuel buses with either CNG or liquefied natural gas (LNG), the District has proposed to develop a LCNG fueling facility.

Program

A Draft MetroBase Programming Report was prepared by Waterleaf Architecture & Interiors in April 2000. The Space Needs Program was

developed for administration, operations and maintenance to support a 175 bus fleet. Table 2-1 summarizes the findings of the Waterleaf program report.

Table 2-1

Area Summary		175 Bus Fleet SF
Administration		15,755
Operations		11,806
Maintenance		68,000
Subtotal of Buildings		95,561
Circulation/Structure (20% of Bldg Areas)		19,112
Total Building Square Footage		114,673
Total Other Site Areas and Facilities (not including circulation)		185,196
Site Circulation (100% of Site Areas) (1)		185,196
Total Area Required (2)	11.14AC	485,065

Note:

(1) Site Circulation not included in the Waterleaf report but added here for determining required total site area. Circulation factor of 100% of the required site area is recommended for planning purposes. Actual circulation factor will be dependent upon site configuration, required setbacks and landscape coverage, easements, topography and similar site features.

(2) Total Area Required not included in the Waterleaf report but added here for comparison purposes.

Table 2-2 details approximate site areas for representative samples of other transit agency properties that have been planned and/or constructed in the past 10 years. This information is included to provide a gauge or comparison of the SCMTD Space Needs Program to other transit administration, operations and maintenance facilities, including site area for bus and employee parking.

Table 2-2

Agency / Location	Fleet Size # of Buses	Total Site Area Acres
Foothill Transit – Pomona (1)	150	8.5
Foothill Transit – Irwindale (1)	156	12.0
AVTA – Lancaster (Full Buildout)	180	14.4
Long Beach Transit – 68 th Street (1)	170	9.2
Santa Monica Big Blue Bus (2)	205	8.0
Las Vegas RTC Bus Maint. Facility	400	33.0
DART – South Oak Cliff	250	24.0
Minneapolis – East Metro Garage (3)	187	10.0
Average	212.25	14.9
Buses Per Acre - Average		14.25

Note:

(1) Operations, maintenance, fuel and wash facilities on site. No system wide administration at this site.

(2) Urban site planned with multi-story buildings and underground parking.

(3) Urban site with multi-story parking.

Table 2-3 details approximate building areas for representative samples of other transit agency properties that have been planned and/or constructed in the past 10 years. This information is included to provide a gauge or comparison of the SCMTD Space Needs Program to other transit administration, operations and maintenance facilities, including site area for bus and employee parking.

Table 2-3

Agency / Location	Fleet Size # of Buses	Building Area SF
Foothill Transit – Pomona (1)	150	50,100
Foothill Transit – Irwindale (1)	156	59,800
AVTA – Lancaster (Full Buildout)	180	58,200
Long Beach Transit – 68 th Street (1)	170	63,250
Santa Monica Big Blue Bus (2)	205	98,000
Average	212.25	65,870
Average SF Per Bus		306.7

Note:

- (1) Operations, maintenance, fuel and wash facilities on site. No system wide administration functions at this site.
- (2) Urban site planned with multi-story buildings. Includes system wide administration functions.
- (3) None of these facilities include rebuild shops for heavy repairs.

Utilizing the facility size averages from Table 2-2 and 2-3, an approximate size for the SCMTD facility should be as described in the following table.

Table 2-4

SCMTD Targeted Fleet Size	Building Area SF	Total Site Area Acres
98 Buses	30,057	6.9
175 Buses	53,672	12.3

The sample transit agency projects used for comparison did not include rebuild shops for engine and transmission repairs. This function was an outsourced operation at these properties. The Space Needs Program allotted approximately 9,000 SF for the Component Rebuild and Welding Shop functions, which needs to be added to the areas in Table 2-4. In addition, adequate exterior site area needs to be allotted for deliveries, parking for down vehicles, circulation, etc.

Table 2-4 Adjusted

SCMTD Targeted Fleet Size	Building Area SF	Total Site Area Acres
98 Buses	39,057	7.4
175 Buses	62,672	12.8

For the purposes of this feasibility study, the targeted site and building sizes should be approximately 7.4 acres, with 39,000 SF of structures for the 98 bus fleet scenario and 12.8 acres, with 63,000 SF of structures for the 175 bus fleet scenario. A more detailed program analysis should be performed at the time of detailed planning and design for each fleet size scenario. The facility components that will need to be added to the 98 bus facility to accommodate the 175 bus fleet would primarily consist of additional bus parking, additional maintenance bays and shop areas, employee parking and some additional operations and administration space.

Existing Space

The District operates from eight (8) locations in the Harvey West area of Santa Cruz. The existing bus fleet is stored, dispatched, serviced and maintained from these owned and leased facilities. The primary operations facility is located at 1200 River Street (River Street site), which is owned by the District. This site serves as the bus parking, dispatch, and fleet washing and servicing location. This site does not have adequate area to park the bus fleet and employee vehicles, to circulate buses for servicing, and to have adequate area for employee space requirements. The City Corporation Yard parking lot and surrounding streets are currently being utilized for bus staging and circulation, which should be handled on site for safe operation. Fueling of the diesel buses occurs at 139 Encinal Street (DevCo site), which is a private fleet fueling operation and located several blocks from the bus parking areas.

Maintenance of the buses occurs at two other locations, 138 Golf Club Drive, which is owned by the District, and 111 DuBois Street, which is leased by the District. Preventive maintenance and running repair is performed at the Golf Club facility and heavy repair of engines and transmissions is performed at the 111 DuBois facility. Adjacent to the Golf Club Drive site is a leased parcel of land utilized for bus parking located at 120 Golf Club Drive. The District also leases a facility at 120 DuBois Street for central parts storage and offices. A parcel is leased adjacent to this facility for bus parking located at 375 Encinal Street (Plantronics Lot).

The District's main administrative functions are located at 370 Encinal Street in leased facilities, and various marketing and planning functions are performed out of the Metro Center in downtown Santa Cruz, which is owned by the District.

Planning Issues

In discussions with SCMTD staff, a number of planning issues surfaced for consideration, which are listed below.

- Operating from eight locations creates significant inefficiencies for the District. These can be summarized as loss of staff productivity traveling between the 8 locations, and increased deadhead time and miles caused by moving buses from site to site for maintenance, fueling and servicing operations.

- The need to circulate and temporarily store buses on the City Corporation Yard site and the surrounding streets increases safety concerns.
- The consolidation of SCMTD operations to a more centralized facility has been identified as one of the District's highest priorities.
- The District is required to convert the bus fleet to alternative fuels (CNG) starting 2005 and completed by 2010-12. The District has limited CNG fueling capability and no adequate facilities in which to maintain CNG vehicles.
- The proposed 98 bus facility results in a status quo scenario with no opportunity for future growth. This would severely hamper the District's ability to expand service in the future and maintain an efficient and cost effective operation. Thus, the short-term solution must allow for and address the long-term needs of the District.
- The District has set a high priority on establishment of the capability to fuel and maintain CNG buses. Thus, the critical first phase of the development needs to establish the CNG fuel island and maintenance building expansion.

Chapter Three Site Evaluation

Introduction

As noted in the EIR, the SCMTD Board identified six possible sites for the future expansion of the consolidated 98 bus facility. See Figure 3.0-8 from the Denise Duffy & Associates, Inc. EIR dated February 7, 2003 for the locations of the six sites. Additionally, SCMTD staff identified other possible sites for consideration in this study. See Figure 3.01 for a comprehensive map identifying the sites considered in this study.

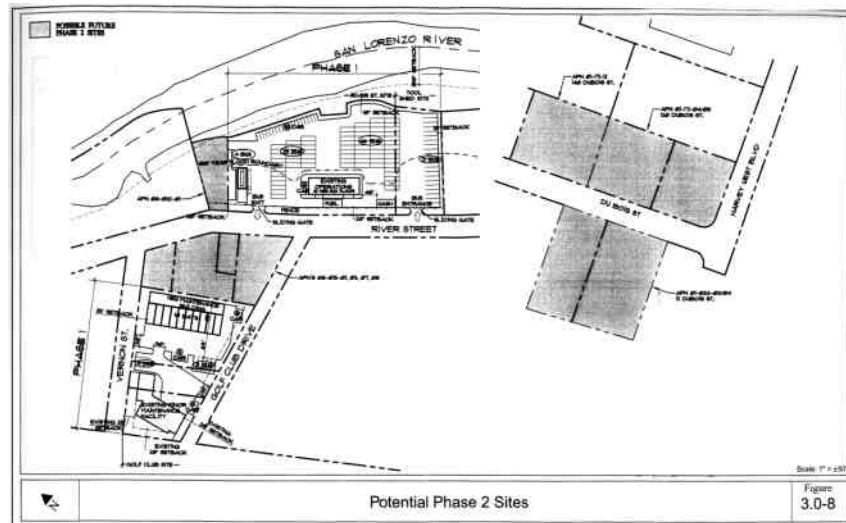


Figure 3.0-8 From Denise Duffy & Associates' report

An evaluation of the potential enhancement sites was performed by RNL Design, which included addressing such issues as land use compatibility, site features, environmental issues, traffic and access, topography, available utilities, re-use potential of existing structures, and similar issues. This evaluation task was performed by conducting tours of the sites and by visiting the City to obtain existing records on utilities and topography. Further study and evaluation of the environmental issues, easements and encumbrances, topography, utilities, geo-technical and geologic conditions and similar issues needs to be performed for the sites prior to acquisition.

Enhancement Sites

A total of seven (7) sites in the Harvey West area were evaluated as possible capacity enhancement sites for the District. A number of additional sites in the area were considered and eliminated from further scrutiny due to a number of factors including site size, acquisition cost, likelihood of success in acquiring the property and/or gaining governmental approvals, adjacent land uses, etc. The following describes in general terms each site considered and the results of the analysis.

Site A

This site consists of the 111 DuBois Street facility currently leased by the District for maintenance activities and the vacant lot to the north at 115 DuBois. This site is located close to the intersection of Harvey West Blvd. and DuBois Street. Though the 111 DuBois Street facility is currently being utilized for maintenance activities, the building is not well suited for this use. The building is a tilt-up concrete warehouse type structure of Type V construction.



Inadequate vertical clearance for lifts, ventilation, etc., and entry slope.

This building was not constructed for a vehicle maintenance occupancy and therefore does not have adequate vertical clearances inside for lifting buses for maintenance, nor the required facilities for equipment such as in-ground lifts, overhead bridge cranes, process piping systems, etc. In addition, the building's HVAC systems were not designed for this type of use and are not adequate. There is very little area outside the building for bus access. The entry drive from the street has a significant slope, which is problematic for bus access and deliveries.

The 115 DuBois vacant lot has similar concerns from an access standpoint due to the significant slope across the property from west to east. The two parcels together make up approximately 1.86 acres of buildable land. This site would require demolition of the existing building and construction of a new structure of appropriate size and clearances, as well as placed on the site for required access and circulation.



115 DuBois



Adjacent Property to the North of 115 DuBois

Site A is approximately 3-4 minutes from the proposed consolidated facility on River Street and does not represent an improvement over the current situation of operational inefficiencies due to multiple locations.

Site B

This site consists of the 120 DuBois Street facility currently leased by the District for maintenance offices and parts room/warehouse space and the adjacent portion of the building not leased by the District at 108 DuBois. This site is located at the intersection of Harvey West Blvd. and DuBois Street. The existing building is an approximately 30,000 SF tilt-up concrete structure of Type V construction.



120 DuBois

This building has been occupied with office, commercial and warehouse type activities and would be suitable for this type of continued use. There is adequate employee parking on site for office/warehouse occupancy. However, the site does not have good access for delivery trucks and no loading dock for warehouse use. The two parcels together make up approximately 1.60 acres of land.

Site B is also approximately 3-4 minutes from the proposed consolidated facility on River Street and does not represent an improvement over the current situation of operational inefficiencies due to multiple locations.

Site C

This site consists of the 140 DuBois Street facility adjacent to the 120 DuBois facility currently leased by the District. The existing building is an approximately 14,500 SF structure of Type V construction. This building has been occupied with office, manufacturing and commercial activities and would be suitable for this type of continued use.



140 DuBois

There is adequate employee parking on site for office/warehouse occupancy. However, the site does not have good access for delivery trucks and no loading dock for warehouse use. The parcel is approximately 1.0 acre of land.

Site C is also approximately 3-4 minutes from the proposed consolidated facility on River Street and does not represent an improvement over the current situation of operational inefficiencies due to multiple locations.

Site D

This site consists of the 324 Encinal Street facility located at the intersection of Encinal Street and Sylvania Avenue. The existing building is an approximately 39,500 SF tilt-up concrete structure of Type V construction. This building has been occupied with office and commercial activities and would be suitable for this type of continued use.



324 Encinal St.

There is adequate employee parking on site for office or warehouse occupancy. Access to the site can be attained from either Encinal Street or Pioneer Street. However, the site does not have a loading dock for warehouse use. The parcel is approximately 2.6 acres of land.

Site D is approximately 2-3 minutes from the proposed consolidated facility on River Street and does not represent a significant improvement over the current situation of operational inefficiencies due to multiple locations.

Site E

This site consists of four parcels consisting of 110 Golf Club Drive, 1211 River Street, 1217 River Street and 1231 River Street. This site is located between Golf Club Drive and Vernon Street on the west side of River Street. Access to the site is attainable from Golf Club Drive, Vernon Street, River Street or the District property. Three of the parcels are residential and one is a commercial use. The parcels total approximately 1.45 acres of land.



Site E

Site E is immediately adjacent to and contiguous with the proposed consolidated facility and represents a significant improvement over the current situation of multiple locations. A concern regarding acquisition of Site E is due to the fact that there are multiple property owners and that three parcels are currently residential. This may create complications in the acquisition process.

Site F

This site consists of a roughly triangular parcel of land currently used by the City of Santa Cruz Water District for water meter repair. The parcel area is approximately .34 acre.



Site F

Site F is immediately adjacent to and contiguous with the proposed consolidated facility and represents a significant improvement over the current situation of multiple locations.

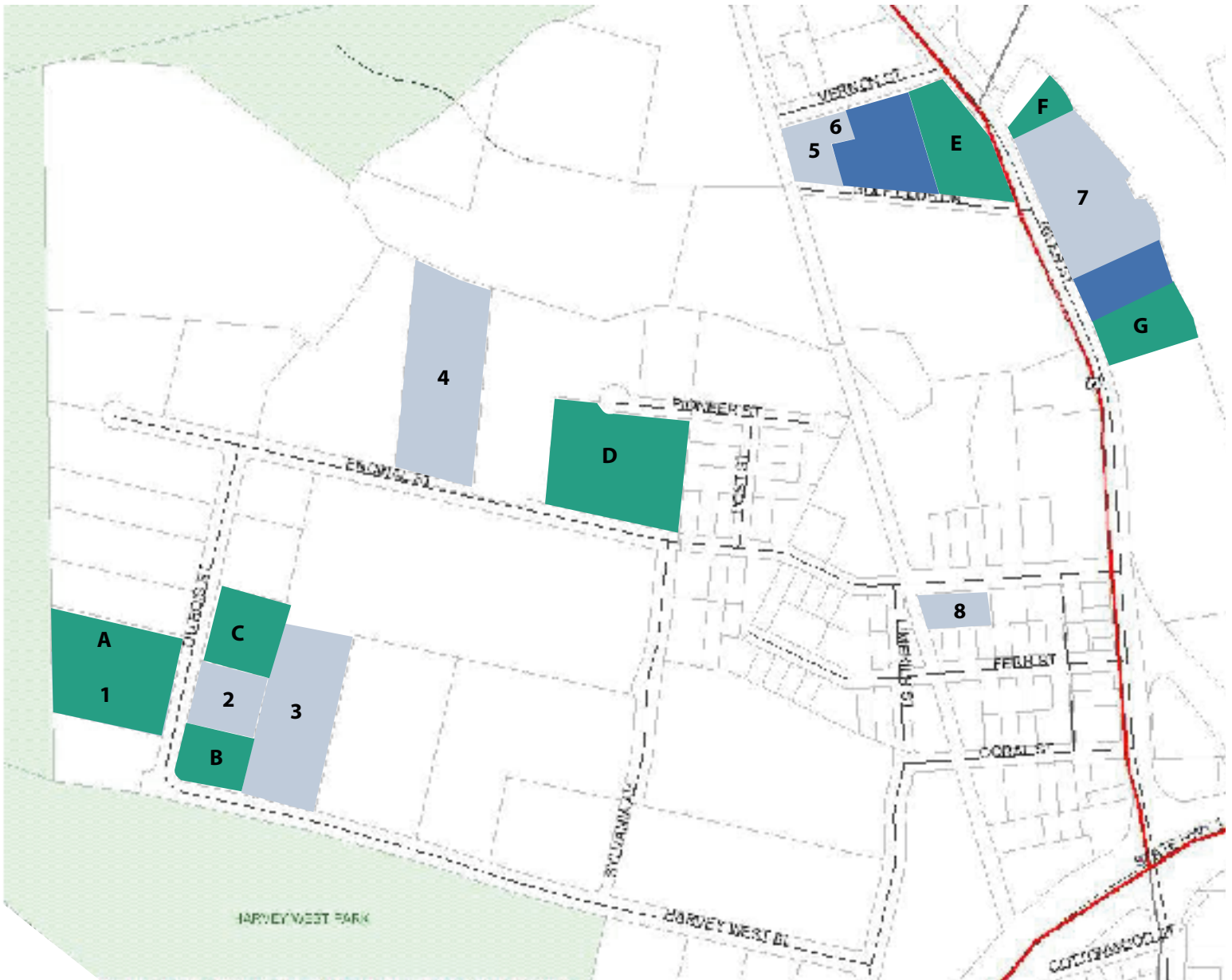
Site G

This site represents the northern portion of the Salz Tannery immediately adjacent to the Tool Shed facility; a portion that is not part of the historical site. This area is being considered by the City of Santa Cruz for a joint use parking facility.



Site G

Site G is immediately adjacent to and contiguous with the proposed consolidated facility and represents an opportunity to incorporate parking needs of the District with those of the City in the joint use parking facility. Buses could be parked at the lower level on grade and District employee parking on upper levels of the parking facility.



LEGEND

EXISTING FACILITIES

- 1 111 DuBois St. (Leased)
- 2 120 DuBois St. (Leased)
- 3 375 Encinal St. (Leased)
- 4 370 Encinal St. (Leased)
- 5 138 Golf Club Dr. (Owned)
- 6 120 Golf Club Dr. (Owned)
- 7 1200 River St. (Owned)
- 8 139 Encinal Street (DevCo)

CAPACITY ENHANCEMENT SITES

- A 115 DuBois St.
- B 108 DuBois St.
- C 140 DuBois St.
- D 324 Encinal St.
- E 110 Golf Club Dr.
1211 River St.
1217 River St.
1231 River St.
- F 1250 River St.
- G 1120 River St. (Salz Tannery)

- Existing Facilities
- Phase One Consolidation Sites
- Phase Two Capacity Enhancement Sites



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SCMTD Facilities Analysis/Sites Under Consideration



SCALE: 1"=1500'

FIGURE

3.01

Chapter Four Phased Site Layouts

Phase One: Consolidated Sites

As outlined in Figure 4.01, Phase One leverages the proximity of the existing sites operated by the SCMTD on River Street and Golf Club Drive, by adding two crucial parcels; the Tool Shed site to the South of the current River Street Facility, and the Surf City Produce site, adjacent to the maintenance facility on Golf Club Drive.

The River Street site will accommodate the operations functions and the fuel and wash facilities, which will be arrayed on the south portion of the site to allow maximum bus parking and adequate circulation space. The fuel storage tanks will be located adjacent to the fueling facility and the containment area sized to accommodate future LCNG expansion. The facility will be organized to allow buses to circulate through the site in a counter-clockwise direction. Stacked or tandem bus parking is eliminated to allow operational flexibility as buses are washed and fueled overnight.

The Operations Building will be re-located and will be enlarged to meet current requirements, as well as future growth. The Operations Building will be located on the north portion of the site with employee parking adjacent to and under the structure. A two-story configuration is proposed in order to minimize the footprint of the building, with the added benefit of raising the Dispatch function above grade allowing clear visual access of the site.

The existing Maintenance facility at the Golf Club site will remain, except for the Parts Room, and be expanded. The Surf City site will be taken over and will provide tandem bus parking and accommodate the maintenance facility expansion. To increase circulation space, bus parking, and to allow for future expansion, the maintenance facility will be built parallel to Vernon Street. The new maintenance facility will be configured for drive-through capability as the slope of Vernon Street allows.

Though tandem bus parking allows for greater capacity within a given site area, it is a less desirable, from an operational aspect, than a traditional parking configuration with direct access parking to all parking spaces. This is due to the fact that buses need to be moved to get access to other buses. This can result in increased time to access buses and increased deadhead mileage.

The consolidated sites will accommodate 98 buses, and provide a combined total of 131 dedicated parking spaces for employee vehicles. Additional employee parking may be accommodated by tandem parking on the North end of the River Street site and at the Golf Club maintenance facility, within bus spaces as buses are dispatched from the sites.

At completion of Phase One, the Administrative offices and Facilities Maintenance Warehouse/Shop on Encinal will continue to operate at their current location.

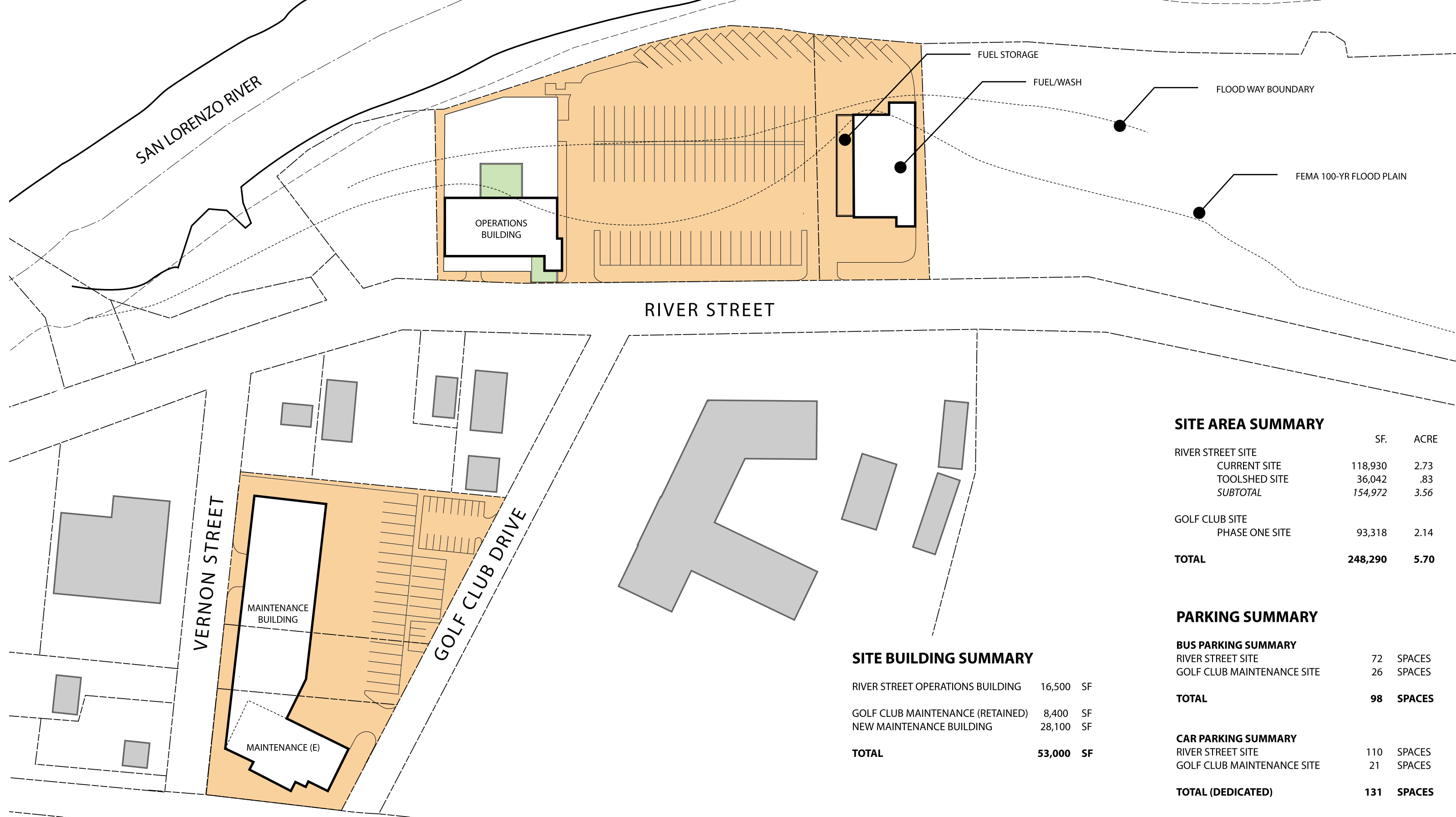
**Phase Two:
Capacity Enhancement**

As outlined in Figure 4.02, Phase Two continues the pattern of incorporating adjacent parcels in order to achieve the greatest operational efficiencies possible. Phase Two incorporates Site F and Site G (described above) into the body of the River Street Facility; and Site E is incorporated into the expanded maintenance facility on Golf Club Drive.

The River Street site grows to include automobile parking to the north on Site F, which is immediately adjacent to the Operations Building and employee parking structure. Additional bus parking and employee parking could be accommodated on Site G to the south. Site G is being considered by the City of Santa Cruz as a possible joint use parking facility, which could increase the District's bus and employee parking capacity. The Phase 2 site enhancement, with Site F to the north and Site G to the south, represent a rather simple site expansion while gaining significant bus and employee parking.

The Golf Club site Maintenance Building capacity increases from 11 to 20 repair bays, plus associated parts and tire shop, as the facility expands along Vernon Street and River Street. With the addition of Site E to the east of the Phase 1 site, the Maintenance Building would be able to expand in a logical manner will maximizing available space for bus parking and site circulation. Additional building space becomes available for shops and additional maintenance functions. Bus parking also increases along Golf Club Drive. The same issue with tandem bus parking exists in this scenario as was discussed related to Phase 1.

Phase Two will accommodate a total of 108 buses and 164 employee vehicles without the inclusion of Site G. With the inclusion of the Site G joint use parking facility, the total increases to 130 buses and 254 employee vehicles. The target number of 175 buses is not completely achieved through the acquisition of Sites E and F, and the use of the joint use facility at Site G.



SITE AREA SUMMARY

	SF.	ACRE
RIVER STREET SITE		
CURRENT SITE	118,930	2.73
TOOLSHED SITE	36,042	.83
SUBTOTAL	154,972	3.56
GOLF CLUB SITE		
PHASE ONE SITE	93,318	2.14
TOTAL	248,290	5.70

PARKING SUMMARY

BUS PARKING SUMMARY		
RIVER STREET SITE	72	SPACES
GOLF CLUB MAINTENANCE SITE	26	SPACES
TOTAL	98	SPACES
CAR PARKING SUMMARY		
RIVER STREET SITE	110	SPACES
GOLF CLUB MAINTENANCE SITE	21	SPACES
TOTAL (DEDICATED)	131	SPACES

SITE BUILDING SUMMARY

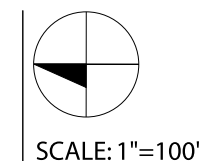
RIVER STREET OPERATIONS BUILDING	16,500	SF
GOLF CLUB MAINTENANCE (RETAINED)	8,400	SF
NEW MAINTENANCE BUILDING	28,100	SF
TOTAL	53,000	SF



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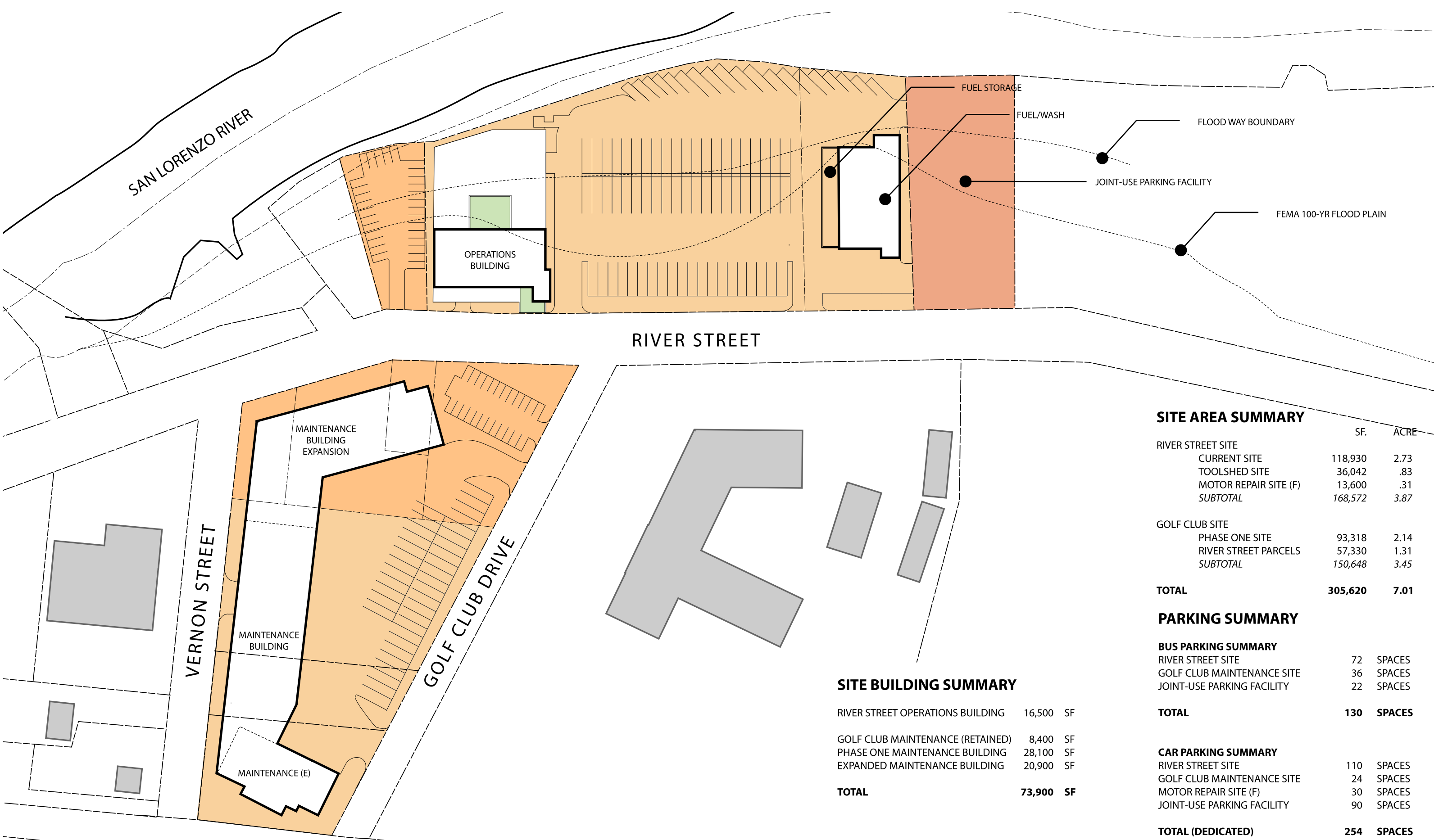


SCMTD Facilities Analysis/ Phase One; Consolidated Sites



FIGURE

4.01



SITE AREA SUMMARY

	SF.	ACRE
RIVER STREET SITE		
CURRENT SITE	118,930	2.73
TOOLSHED SITE	36,042	.83
MOTOR REPAIR SITE (F)	13,600	.31
SUBTOTAL	168,572	3.87
GOLF CLUB SITE		
PHASE ONE SITE	93,318	2.14
RIVER STREET PARCELS	57,330	1.31
SUBTOTAL	150,648	3.45
TOTAL	305,620	7.01

PARKING SUMMARY

BUS PARKING SUMMARY

RIVER STREET SITE	72	SPACES
GOLF CLUB MAINTENANCE SITE	36	SPACES
JOINT-USE PARKING FACILITY	22	SPACES
TOTAL	130	SPACES

SITE BUILDING SUMMARY

RIVER STREET OPERATIONS BUILDING	16,500	SF
GOLF CLUB MAINTENANCE (RETAINED)	8,400	SF
PHASE ONE MAINTENANCE BUILDING	28,100	SF
EXPANDED MAINTENANCE BUILDING	20,900	SF
TOTAL	73,900	SF

CAR PARKING SUMMARY

RIVER STREET SITE	110	SPACES
GOLF CLUB MAINTENANCE SITE	24	SPACES
MOTOR REPAIR SITE (F)	30	SPACES
JOINT-USE PARKING FACILITY	90	SPACES
TOTAL (DEDICATED)	254	SPACES

Chapter Five Project Budget

Introduction

The following project budget includes anticipated costs associated with the phased development outlined in Chapter Four. The estimated project costs are summarized on this page and detailed in the Appendix.

The Project Budgets include an allowance for construction costs, design and construction contingency, but do not include hazardous materials removal, escalation and SCMTD administrative costs. Land acquisition costs are included as an allowance in the budget.

Phase 1

Construction	\$18,900,000
Design & Engineering	2,240,000
Direct Owner Costs	2,746,000
- Land Acquisition	1,720,000
<u>Furniture, Fixtures & Equipment</u>	<u>1,050,000</u>
Total	\$26,656,000

The project budget for Phase 1 of the SCMTD MetroBase project is in the range of \$25-27 M.

Phase 2

Construction	\$8,090,000
Design & Engineering	989,000
Direct Owner Costs	1,513,600
- Land Acquisition	2,980,600
<u>Furniture, Fixtures & Equipment</u>	<u>850,000</u>
Total	\$14,423,200

The project budget for Phase 2 of the SCMTD MetroBase project is in the range of \$14-18 M.

Chapter Six Recommendation

In addressing SCMTD's challenge to find an effective solution for all of its facility requirements, RNL developed a series of alternative site layouts that sought to address major functional issues in developing viable site layouts, operational, and phasing solutions for the MetroBase facility. These issues included:

- Appropriate re-use of existing facilities
- Travel time/deadhead mileage between operational sites
- Ability to accommodate phased growth of the bus system from 98 to a targeted number of 175 buses
- Expansion potential and flexibility for future development
- Availability of sites for acquisition and development
- Utilities and easement limitations

In discussions with SCMTD management, it became clear that the inefficiencies associated with "distributed" sites would only increase as the size and capacity of the SCMTD system grew to meet future needs. Of all the potential sites considered, it became evident that a site solution that maximized capacity on contiguous parcels or parcels that were immediately adjacent to the existing operations and maintenance sites would provide for the most operational, functional, and efficient solution to the needs of SCMTD.

The planning solution illustrated in Figures 4.01 and 4.02 satisfies most of the objectives set out by the SCMTD as conceived in our working sessions with the staff. These plans form a natural progression of acquisition and expansion, and leverage the operational value of the existing facilities. Given the constraints and opportunities that circumscribe the operational goals of the SCMTD, these two recommended plans represent what appears to be the most efficient, flexible, and cost effective method of accommodating the growth of the SCMTD MetroBase operation over time.

Appendix

Introduction

The Appendix includes the cost and budget breakdowns for Phase 1 and Phase 2 enhancements for the MetroBase project.

**Santa Cruz Metropolitan Transit District
MetroBase Phase I
Budget Summary**

100.00	Construction	
	River Street - Site Work	1,800,000
	River Street Expansion - Site Work	900,000
	River Street - Operations Building	2,900,000
	River Street - Fuel & Wash	5,000,000
	Golf Club Road - Site Work	1,900,000
	Golf Club Road - Maintenance Bldg New	4,200,000
	Golf Club Road - Maintenance Bldg Remodel	1,300,000
	Design contingency, phasing costs @ 10%	1,240,000
	Subtotal	18,000,000
	Hazardous Material Removal	excluded
	Escalation	excluded
	Allowance for post-bid changes (approx 5%)	900,000
	TOTAL - Construction	18,900,000
200.00	Design	
	Architecture & Engineering (incl. consultants)	1,890,000
	Specialty Consultants	150,000
	Reimbursable Expenses	150,000
	Owner allowance for special studies & additional services	50,000
	TOTAL - Design	2,240,000
300.00	Direct Owner Costs	
	Administration, financing, accounting, legal	excluded
	Construction Management @ 4% of Construction	756,000
	Development studies & reports (owner consultants)	excluded
	Fees - permits, plan check	190,000
	Offsite Projects and Mitigation Fees	500,000
	Land Acquisition - River Street @ \$20/sf	720,000
	Land Acquisition - Golf Club Drive @ \$20/sf	1,000,000
	Testing and certified inspections	100,000
	Temporary Outsourcing	excluded
	Art budget & other special costs	190,000
	Contingency for Owner Items (approx 5%)	1,010,000
	TOTAL - Direct Owner Costs	4,466,000
400.00	Furniture, Fixtures & Equipment	
	Office Furniture, Furnishings, Artwork, Interior Landscape	400,000
	Maintenance Equipment	500,000
	Telecommunications and Audio-Visual Systems	150,000
	TOTAL - Furniture, Fixtures and Equipment	1,050,000
	TOTAL - Project Costs	26,656,000

METROBASE PHASE I PROJECT BUDGET - MASTER PLAN

\$25-27M

**Santa Cruz Metropolitan Transit District
MetroBase Phase II
Budget Summary**

100.00	Construction	
	River Street Expansion - Site Work	500,000
	Golf Club Road Expansion - Site Work	2,500,000
	Golf Club Road Expansion - Maintenance Bldg Exp.	4,000,000
	Design contingency, phasing costs @ 10%	700,000
	Subtotal	7,700,000
	Hazardous Material Removal	excluded
	Escalation	excluded
	Allowance for post-bid changes (approx 5%)	390,000
	TOTAL - Construction	8,090,000
200.00	Design	
	Architecture & Engineering (incl. consultants)	809,000
	Specialty Consultants	50,000
	Reimbursable Expenses	80,000
	Owner allowance for special studies & additional services	50,000
	TOTAL - Design	989,000
300.00	Direct Owner Costs	
	Administration, financing, accounting, legal	excluded
	Construction Management @ 4% of Construction	323,600
	Development studies & reports (owner consultants)	excluded
	Fees - permits, plan check	80,000
	Offsite Projects and Mitigation Fees	500,000
	Land Acquisition - River Street @ \$20/sf	1,180,600
	Land Acquisition - Golf Club Drive	1,800,000
	Testing and certified inspections	100,000
	Temporary Outsourcing	excluded
	Art budget & other special costs	80,000
	Contingency for Owner Items (approx 5%)	430,000
	TOTAL - Direct Owner Costs	4,494,200
400.00	Furniture, Fixtures & Equipment	
	Office Furniture, Furnishings, Artwork, Interior Landscape	250,000
	Maintenance Equipment	450,000
	Telecommunications and Audio-Visual Systems	150,000
	TOTAL - Furniture, Fixtures and Equipment	850,000
	TOTAL - Project Costs	14,423,200

METROBASE PHASE II PROJECT BUDGET - MASTER PLAN

\$14-18M

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: CONSIDERATION OF PARACRUZ TRANSITION PLAN

I. RECOMMENDED ACTION

Staff is recommending that the Board of Directors authorize the General Manager to take the necessary actions to transition the operation of the ParaCruz service from its current service delivery model to a blended (broker) service delivery model effective July 01, 2004

II. SUMMARY OF ISSUES

- The Americans with Disabilities Act (ADA) requires that complementary paratransit service be available for individuals that cannot access fixed route buses due to a disability.
- Currently, METRO contracts for paratransit service "ParaCruz" with Community Bridges. The contract is for the time period July 01, 2002 through June 30, 2005. METRO may terminate the contact with Community Bridges with 90 days notice.
- METRO received a letter from Community Bridges on November 06, 2003 requesting an additional \$450,000 in revenue from METRO for the provision of ParaCruz service due to unforeseen increases in cost.
- At the November 21, 2003 Board of Directors meeting, staff was instructed to prepare a ParaCruz transition plan for the Board of Directors consideration.
- There are three (3) generally recognized methods of operating paratransit service. These are:
 1. contracting with a private provider for all services
 2. direct operation by the transit agency
 3. a blended (brokerage) approach which typically translates to the transit agency performing the call center / reservations / scheduling and customer service functions. Rides are provided by contractors.
- Assuming 108,000 trips will be provided in FY 04/05, it is anticipated that the net contract cost with Community Bridges will be \$2,636,204 (not including their request for additional funding). Direct operation is anticipated to cost \$2,720,760 and a blended (brokerage) option is anticipated to cost \$2,504,074.

- Community Bridges provides various services to the community. The Transportation Division, “Lift Line” (which operates the ParaCruz service), comprises approximately 34% of the total Community Bridges revenue.
- Revenue from METRO ParaCruz accounts for approximately 52% of Lift Line’s total revenues.

III. DISCUSSION

At the November 21, 2003 Board of Directors meeting, staff was instructed to prepare a transition plan for the ParaCruz service from the current contract with Community Bridges to one that is directly operated by METRO.

Background

The Americans with Disabilities Act (ADA) requires that the Transit District provide a *comparable* level of service for persons unable to access the fixed route service due to a disability. There are very specific operating requirements for paratransit service including call response times, service delivery and reporting requirements. On July 01, 2002 METRO contracted with Community Bridges for the provision of paratransit service called “ParaCruz”. The contract is for a three (3) year period from July 01, 2002 through June 30, 2005.

On November 06, 2003, METRO received a letter from Community Bridges, stating in part, that Lift Line (Community Bridges’ transportation division) experienced an unforeseen escalation in costs as well as a reduced demand for ADA rides which has left that division with a budget deficit. The rate increase proposed by Community Bridges equated to an increase in cost to METRO of approximately \$450,000 for FY 2003-2004. On November 19, 2003 another letter was received from Community Bridges stating in part that the Community Bridges budget was balanced, however, due to conflicting interests the only other alternatives were to grant an immediate rate increase or METRO moving forward with a transition plan. In response, a METRO staff assessment was conducted to investigate the operating options of: direct operation, blended (brokerage) option or maintaining the existing contract with Community Bridges.

Operating Options

There are three (3) generally recognized methods of operating paratransit service. They are:

1. The transit agency contracting with private provider(s) for all components of paratransit service. This includes reservations, scheduling, service delivery and vehicle maintenance.
2. In-house direct operation by the transit agency of all paratransit components.
3. Blended (brokerage) option in which the transit agency performs the call center / reservations / scheduling and customer service components and contracts with private provider(s) for the service delivery and vehicle maintenance functions.

An analysis of the costs for each option was undertaken using a projected 108,000 rides performed for FY 04/05.

In developing the costs associated with the in-house operation, staff met with the United Transportation Union (UTU) Local 23 which represents the van operators, schedulers and call intake employees of Community Bridges. Staff also reviewed the existing contract between Community Bridges and UTU Local 23. UTU leadership expressed a desire to transition the currently contracted paratransit operation from Community Bridges to direct METRO operation with the assumption of existing UTU represented employees of Community Bridges. UTU expressed a willingness to discuss their current labor agreement with Community Bridges and how that would transition to METRO. Staff identified several cost and operational issues that would need to be addressed that are contained in the contract between Community Bridges and UTU Local 23. They include: specific health care language, number of paid holidays, committee structures, accelerated vacation accrual rates and base representative pay. In addition, METRO employees are covered by the California Public Employees Retirement System (CALPERS), available only to public agencies, which has a significant cost impact. Staff also met the Service Employees International Union (SEIU) to assess the impact on the current Memorandum of Understanding (MOU) between METRO and SEIU. The SEIU leadership also expressed an interest in transitioning the ParaCruz function to direct METRO operation. Other cost items that were investigated include: facility leasing options, maintenance and vehicle parts costs.

To determine the costs for a blended (brokerage) option, staff accessed employee costs, facility leasing costs and contracting costs. Listed below is a breakdown of anticipated costs for direct operation and a blended (brokerage) option.

In-house (direct) Service Option (108,000 rides performed)

Item	Anticipated Cost
METRO ParaCruz staff (additional staff including drivers, dispatch and reservations)	\$2,263,407.81
Fuel	\$120,272.73
Maintenance- parts and supplies	\$75,600.00
Facility	\$84,000.00
Communications (mobile and landline)	\$35,000.00
Other operating and admin costs	\$28,000.00
Subcontractor/taxi cost- 20%	\$432,000.00
Total Cost	\$3,038,280.54
Revenue (fares) received	\$317,520.00
Net Cost	\$2,720,760.54

Blended (brokerage) Service Option (108,000 rides performed)

Item	Anticipated Cost
METRO ParaCruz Staff (additional staff including dispatch and reservations)	\$593,594.30
Facility	\$30,000.00
Communications (mobile and landline)	\$20,000.00
other operating and admin costs	\$18,000.00
subcontractor/taxi cost- 100% (estimated at \$20 per ride provided)	\$2,160,000.00
Total Cost	\$2,821,594.30
Revenue (fares) Received	\$317,520.00
Net Cost	\$2,504,074.30

Comparing the service delivery models, the cost differential between what METRO anticipates paying Community Bridges and in-house versus a blended (brokerage) service option is:

Service Delivery Option	Projected Cost FY 04/05	Additional (decrease) expense
Community Bridges	\$2,636,204	Does not include the additional \$450,000 requested by Community Bridges.
Projected In-house Model	\$2,720,760	\$84,556.54
Projected Blended (brokerage) Model	\$2,504,074	(\$132,130.06)

In the blended (brokerage) ParaCruz service delivery model METRO would assume the reservation, scheduling and customer service functions and private provider(s) would assume the delivery function. It is anticipated that there would be several private organizations (including Community Bridges) interested in contracting with METRO for the provision of ParaCruz service. METRO currently owns twenty-nine (29) ParaCruz vans available for the provision of service thereby lowering the cost to METRO.

In addition to reviewing the service delivery models for ParaCruz, staff attempted to investigate the impact of ParaCruz on Community Bridges. Currently, Community Bridges receives revenue to provide the following services: ParaCruz and other Lift Line services, Meals on Wheels, Elderday, Child Care Centers, Women – Infant – Children (WIC), La Manzanita, Watsonville Law Center, Live Oak Family Resource Center, Child and Adult Care Food Program and Administration. Of the services provided by Community Bridges, Lift Line (the transportation component) is 34% of the budget. ParaCruz revenues and fares make up 52% of the Lift Line contribution to Community Bridges. Lift Line performs rides for the following: ParaCruz, RTC TDA rides, Elderday transportation, Stroke Center rides, Alliance (Medi-Cal) rides, Red Cross and other transportation rides.

As a result of the investigation by staff into the provision of paratransit services, staff is recommending that a blended (brokerage) service delivery model option be adopted by the Board of Directors for implementation by July 01, 2004. The blended (brokerage) model affords METRO a higher level of control over quality, efficiency, service delivery, reservations and customer service.

Transition Plan Outline

Item	Scheduled completion
Purchase Trapeze PASS	February 04
Issue Request for Proposals (RFP) for the provision of on-street services	March 04
Notify Community Bridges of termination of contract	April 01, 2004
Receive / review and submit recommendation reflecting RFP responses to the Board of Directors	April 04
Enter into facility lease	May 04
Set phone – computers – workstations	June 04
Hire / train additional staff	May 04 – June 14 2004
Service begins	July 01, 2004

IV. FINANCIAL CONSIDERATIONS

Based on a projected 108,000 ParaCruz rides performed by Community Bridges, under the existing contract terms, METRO will spend an estimated \$2,636,204 in FY 04/05.

The in-house operation model will cost METRO an estimated \$2,720,760 (an additional \$84,554 over the existing anticipated cost with Community Bridges) in FY 04/05.

The blended or brokerage operational model cost \$2,504,074 saving METRO an estimated \$132,130 in FY 04-05.

V. ATTACHMENTS

Attachment A: Community Bridges letter dated November 06, 2003

Attachment B: Community Bridges letter dated November 19, 2003

Lift Line
 Watsonville Law Center
 Child Development Division
 Elderday Adult Day Health Care
 Child and Adult Care Food Program



Live Oak Family Resource Center
 La Manzanita Community Resource
 Meals on Wheels for Santa Cruz County
 WIC Women, Infants & Children Nutrition Program

January 15, 2004

COMMUNITY BRIDGES
 Puentes de la Comunidad

Metropolitan Transit District Board of Directors
 370 Encinal Street, Ste. 100
 Santa Cruz, CA 95060

Dear Members of the Board:

You have requested a written explanation for the service delivery problems that occurred in October 2003. There were a total of 8,700 trips delivered by Lift Line and its subcontractors in October. In October there were nine (9) missed trips, thirty-eight (38) excessively late scheduled trips and fourteen (14) excessively late will call returns. 10% of the trips were late in October,

Service problems of this nature, for the most part, are the result of scheduled trips becoming unscheduled for one reason or another. At Lift Line our scheduling department schedules a day in advance. The schedulers schedule Lift Line vehicles, scheduled taxi vehicles and send groups of rides to the subcontractors for their dispatchers to schedule on individual cabs. Problems occur when scheduled routes are cancelled due to accidents, equipment failures, bad weather and staff attendance, etc.

During the month of October staff attendance at Lift Line was compromised due to scheduled time off, personnel taking sick days either due to illness or personnel reading to news of a pending lay-off. Budgetary restraints caused Lift Line management to by-off 28% of the driver force. There were days throughout the month of October where Lift Line dispatchers were faced with multiple routes unscheduled. There were days where there were up to ninety (90) unscheduled trips to schedule as well as all of the same-day will call returns. The capacity for same day scheduled trips was stretched very thin.

The lay-offs became effective at the beginning of November. Sub-contractors were able to increase their capacity by this time and Lift Line's schedules were normalized and schedulers were able to plan with more accuracy.

In November 2003 there were 0 missed trips, eight (8) excessively late scheduled rides and five (5) excessively late will call returns. 6.6% of the trips were late in November. For December 2003 we are reporting two (2) missed trips, twelve (12) excessively late scheduled trips and one (1) excessively late will call return. 5.4% of the trips were late in December.

Our goal at Lift Line is to provide sterling service for all of our clientele. We are working hard to see that goal achieved.

Yours truly,



**Link Spooner
Division Director
LiftLine**



COMMUNITYBRIDGES
Puentes de la Comunidad

November 6, 2003

Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
Attention: Les White, General Manager

RE: Professional Services Contract
For Paratransit Services

Dear Mr. White:

I am writing because it has come to our attention that you will be bringing to the District Board of Directors the question of whether Community Bridges should continue to provide the ADA paratransportation service. Accordingly, we viewed that this would be an appropriate time to present our experience under this contract and our needs going forward.

On the question of termination of the contract, Community Bridges has no authority to take such action. That authority lies solely with the Transit District and we will accept and cooperate in any ultimate decision in that regard. However, we believe that it is in the best interests of the community and riders that the contract with Lift Line not be terminated. Ultimately, it would be less costly for the Transit District to support and assist Lift Line in fulfilling this contract.

Since bidding this contract Lift Line has experienced unforeseen escalating costs and a corresponding reduction in ADA rides. These two factors resulted in Lift Line incurring a \$786,561 deficit in fiscal year 02/03. The cost increases are due to unprecedented increases in workers' compensation insurance, liability insurance, and fuel costs. The table below compares our 01/02 costs to the budgeted 03/04 costs in these lines.

	Year 01/02	Year 03/04
Workers' Comp.	\$158,692	\$477,443
Liability Insurance	\$ 82,542	\$108,000
Operating Expenses	<u>\$107,195</u>	<u>\$147,539</u>
Group Total	<u>\$348,429</u>	<u>\$732,982</u>

www.communitybridges.org

236 SantaCruz Avenue

Aptos, California 95003

Phone: (831) 688-8840

Fax: (831) 688-8302

San's HDD Desktop Folder\ContractTerm 0

These costs represent an increase of \$384,553 over the past 18 months.

In addition, to these escalating costs we have experienced a reduction in ADA ride demand. Consider the following annual comparisons.

	Year 01/02	Year 02/03	Year 03/04
Rides	108,083	105,989	94,343
District Revenue	\$2,497,712	\$2,373,293	\$2,272,723
Fares	<u>\$ 219,153</u>	<u>\$ 200,767</u>	<u>\$ 246,764</u>
Total Fees	<u>\$2,716,865</u>	<u>\$2,574,060</u>	<u>\$2,519,487</u>

We started the 02/3 year budgeting to provide 117,000 rides for District revenue payments of \$2,691,234. These numbers were based upon the District RFP's assumptions of 120,000 annual rides, the expected increase of rides for recertification, and historical trends. Therefore, we started 02/03 staffing to meet this expected demand. The monthly ride counts supported the projection until the spring of 2003. At that time, the normally expected spring increase in ridership did not materialize. This was due to the reductions in eligible riders through the recertification process. As a result, we were short of our budget revenues by \$317,938 in District revenue and, an additional, \$33,233 in rider fees. Totalling a revenue shortfall of **\$351,171**.

Lift Line staff has worked hard to balance its budget for 03/04 and to maintain ride performance within contract requirements. In order to balance the budget the staff has absorbed wage freezes, benefit reductions, and layoffs. Since April 1, 2003 we have laid-off 21 drivers and 7 support positions.

The most recent round of layoffs of 12 driver positions and 2.5 office positions came on October 31, 2003. These layoffs were prompted by the Central Coast Alliance for Health reducing its reimbursement rate for Medi-Cal providers by 40%. The Alliance's reimbursement reduction was projected to cause a Lift Line revenue shortfall of about \$482,000. This change affected the ADA budget because up to this point the Medi-Cal revenue had been helping to cover the deficit in ADA. We now have less ability to subsidize the ADA service.

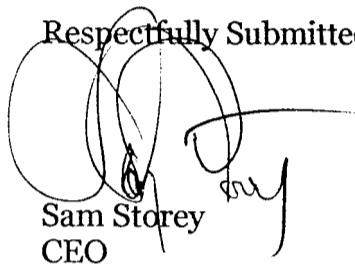
The accumulation of these cost increases, revenue reductions, and workforce reductions have put tremendous stress on the paratransportation system. It is becoming a risk to the ADA service, Lift Line and to the other programs that Community Bridges operates. For those reasons we are requesting assistance in dealing with this situation. We certainly understand that you can respond by merely taking back the ADA service. However, we wanted to provide another alternative which would be less costly still.

Section 6.13.1 of the Contract for Paratransit Services provides for making changes to the contract services. It allows changes if they 1) are necessary to accomplish the purposes of the Agreement; 2) are not set forth in the Scope of Services; 3) were not reasonably contemplated by the parties; and 4) are not due to Contractor's errors or omissions. In that spirit we believe that a rate increase should be considered under this provision of the contract.

In conclusion, we are requesting a rate increase from the current \$52.30 to \$61.74 retroactive to July 1, 2003. This equates to a total revenue increase of approximately \$450,000. This figure is based on current projected rides of 94,343 and reflects our projected shortfall in the ADA program after applying available TDA funds. If ride numbers changed significantly, we would need to revisit this amount. Please let us know of your decision on or before January 2, 2004.

Thank you for your consideration of this request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'S. Storey', is written over the typed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sam Storey
CEO

cc: Link Spooner
Community Bridges Board
Steve Paulson
Bryant Baehr

Lift Line
Watsonville Law Center
Child Development Division
Elderday Adult Day Health Care
Child and Adult Care Food Program

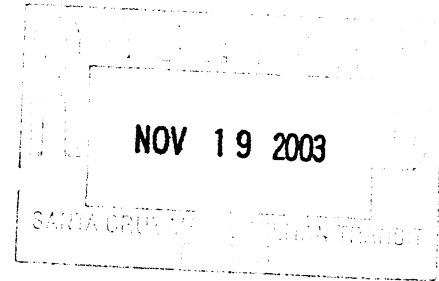


COMMUNITY BRIDGES
Puentes de la Comunidad

Live Oak Family Resource Center
La Manzana Community Resources
Meals on Wheels for Santa Cruz County
WIC Women, Infants & Children Nutrition Program

November 19, 2003

Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
Attention: Les White, General Manager



RE: Professional Services Contract
For ParaTransit Services

Dear Mr. White:

This is in response to your Board report dated November 21, 2003. For the record we want to clarify the following:

Our Request For A Rate Increase Does Not State That ParaCruz Service Cannot Be Continued At The Current Contractual Rate

In your report you quote Community Bridges as saying that ParaCruz service cannot continue to be performed at the current contractual reimbursement rate. Our letter dated November 6, 2003, contains no such statement.

Our request letter was written in response to information received that you intended to bring the question of transition to the District Board of Directors. This was because of our recent layoffs and the issue over the 17 new vehicles.

The September '03 Lift Line budget analysis projects that the current year budget is balanced. However, this is based upon ADA ride projections that are fluid and unpredictable. If our projections hold true and operating expenses do not increase substantially we will be able to perform without an increase.

This is not to say that Lift Line does not need the District's support and assistance. Lift Line can not afford to operate an additional 17 ADA restricted vehicles under the current climate of declining ADA rides. In order to do so would require an increase in the reimbursement rate. Since our current contract does not specifically require that we run exclusive METRO vehicles a rate increase

under those circumstances would be appropriate. In addition, if METRO requires that we operate at staffing levels described in the original RFP then we would need a rate increase. Due to declining ADA revenues and escalating costs we have been compelled to reduce our staffing. We have done so in consultation with the UTU who has elected to have layoffs be the primary form of expense reduction. The current allocation of rides between Lift Line and the Taxi subcontractors continues to be within historical parameters

In short if the District were to cooperate with us we may be able to fulfill the contract without a rate increase. This cooperation would include but not be limited to the following:

- Allowing co-mingling of ADA rides and non-ADA rides, in order to increase efficiency;
- Working with us on the deployment of Paracruz vehicles in a manner to reduce Taxi cost;
- Willingness to provide financial support if unforeseen circumstances should arise;
- Open discussion of the District's long term plan for ADA service;
- The District's commitment to the current contract duration;

These are examples of some of the areas that need to be addressed and are not intended to be comprehensive.

However, based on our historical relationship and based on the current climate we are not confident that this level of cooperation can be achieved. We are willing to do our part in that endeavor however, conflicting interests among the District, the UTU and Lift Line seem to be an insurmountable barrier. Therefore, the only other alternatives available seems to be an immediate rate increase or the District moving forward with a Transition Plan.

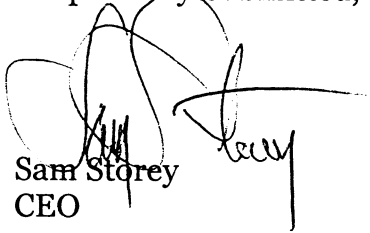
In the event the District should elect to continue to work with Lift Line, we would request you maintain your current budgeted amount for Paratransit Services, i.e. \$3,289,256. We are projecting that the Paratransit Service is running \$769,869 under budget.

District Budget	\$3,289,256
Projected Payments to Lift Line	-2,519,487
Subsidy \$2,272,723	
Ride Fares 246,764	
	<hr/>
Savings	\$ 769,869

We would request that a portion of this be made to support ADA Services to the extent later to be determined necessary.

Thank you for consideration of this request.

Respectfully Submitted,



Sam Storey
CEO

cc: Link Spooner

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE REVISED FORMATION AGREEMENT FOR THE HIGHWAY 1 WIDENING/HOV HCA/JOINT POWERS AUTHORITY

I. RECOMMENDED ACTION

That the Board of Directors approve the Revised Formation Agreement for the Highway 1 Widening/ HOV HCA/ Joint Powers Authority.

II. SUMMARY OF ISSUES

- The Santa Cruz County Regional Transportation Commission (SCCRTC) has identified the Highway 1 HOV/Widening Project as the top transportation priority for the region.
- In order to establish focus, monitor cost, expedite the schedule and maximize accountability the SCCRTC has established a Highway Construction Authority through the use of a locally formed Joint Powers Authority (JPA).
- The Highway 1 Widening/HOV Working Group developed the Formation Agreement that would be necessary to establish the new JPA. On October 24, 2003 the Board of Directors approved METRO becoming a member of the JPA and authorized the Chair to execute the Formation Agreement.
- The proposed Formation Agreement outlines the duties and functions of the new JPA and imposes certain financial obligations on the members who elect to join.
- The Cities of Capitola, Scotts Valley, and Watsonville approved joining the JPA. Santa Cruz County also approved joining the JPA. The City of Santa Cruz declined to join the JPA at this time.
- As a result of the decision by the City of Santa Cruz to not participate in the JPA it is necessary that each of the JPA Members who have approved participation approve a Revised Formation Agreement.
- The Revised Formation Agreement continues to anticipate that METRO will provide \$7,500 in financial support to the JPA for the 03/04 and 04/05 fiscal years combined.
- It is anticipated the METRO will honor its prior commitment to provide purchasing, personnel, and recruitment assistance to the JPA.

- METRO has received a letter from SCCRTC Executive Director Linda Wilshusen requesting that the Board of Directors approve and authorize the Chair to execute the Revised Formation Agreement.

III. DISCUSSION

The Santa Cruz County Regional Transportation Commission (SCCRTC) has identified the widening of Highway 1 and the construction of High Occupancy Vehicle Lanes (HOV) as its top priority. The SCCRTC formed a Highway Construction Authority (HCA) to oversee the Highway 1 project through the use of the Joint Powers Authority (JPA) structure. The SCCRTC formed a Working Group to develop a Formation Agreement that, when executed by the proposed members, would establish the HCA/JPA. The Working Group developed a Formation Agreement that was approved by the Board of Directors on October 24, 2003.

The Highway 1 Widening/HOV HCA/JPA was proposed to include Santa Cruz County, the cities of Santa Cruz, Watsonville, Capitola, Scotts Valley, and METRO as members. The Formation Agreement was adopted and executed by each of the proposed members with the exception of the City of Santa Cruz. The local financial commitment that was included in the Formation Agreement would provide funds to cover the HCA/JPA costs that are not anticipated to be eligible for reimbursement by Caltrans as a part of the Project Approval/Environmental Document (PA/ED) oversight function. The necessity for a local financial commitment from the HCA/JPA members would be eliminated when the voters in Santa Cruz County pass a ballot measure for a local tax for the Highway 1 Widening/HOV Project. METRO's share of the local financial commitment is 10% of the needed funds. The remainder of the needed funding will be provided by the other HCA/JPA members who have approved joining the JPA using a formula based on population. The 10% METRO share would equal \$7,500 over two years.

There were a number of reasons that justified METRO becoming a member of the Highway 1 HCA/JPA. The ability of METRO to lend its Design Build Authority to the HCA/JPA, should that action be desired and necessary, could have the effect of accelerating the project and lowering costs. If METRO wants to have consideration of Bus Rapid Transit components (i.e. flyer stops, preferential lane access ramps, etc.) as a part of the project design the JPA membership would facilitate that evaluation. Intersection improvements could facilitate bus flow on surface streets if considered in the design phase. Finally the implementation of the HOV Lanes will require a review of the current configuration of bus service. Membership in the JPA would allow METRO access to information that would be helpful in planning for the modified bus service.

As a result of the decision by the City of Santa Cruz to not join the JPA it is necessary for the jurisdictions that have approved the Formation Agreement to approve a Revised Formation Agreement that removes the references to the City of Santa Cruz. METRO has received a letter from SCCRTC Executive Director Linda Wilshusen (attached) requesting that the Board of Directors approve the Revised Formation Agreement.

IV. FINANCIAL CONSIDERATIONS

Membership in the Highway 1 Widening/HOV HCA/JPA is anticipated to require \$7,500 in unbudgeted funds from the METRO Operating Budget over a two-year period of time..

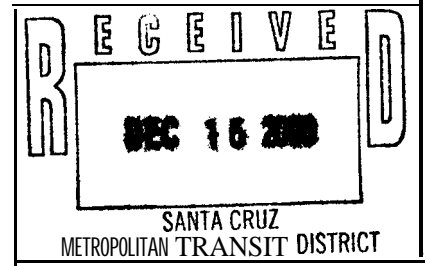
V. ATTACHMENTS

Attachment A: December 15, 2003 Letter from Linda Wilshusen with Attachments.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1523 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA 95060-3911 • 831/460-3200 • FAX 831/460-3215

December 15, 2003



Mr. Les White
General Manager
Santa Cruz Metro Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

SERVICE AUTHORITY
FOR FREEWAY
EMERGENCIES
(SAFE)

RAIL/TRAIL
AUTHORITY

COMMUTE
SOLUTIONS

TRANSPORTATION
POLICY WORKSHOP

BUDGET &
ADMINISTRATION
PERSONNEL
COMMITTEE

INTERAGENCY
TECHNICAL
ADVISORY
COMMITTEE

BICYCLE COMMITTEE

ELDERLY & DISABLED
TRANSPORTATION
ADVISORY COMMITTEE

RE: Revised Joint Exercise of Powers Agreement for the
Highway 1 Construction Authority

Dear Mr. White:

Enclosed is a revised Joint Exercise of Powers Agreement to establish the Highway 1 Construction Authority (HCA) for your agency board/council to consider. The agreement previously approved by your agency required all six prospective member agencies to agree to establish the joint powers agency. The decision of the City of Santa Cruz not to join the HCA prompted a need to revise the agreement.

On Friday, December 5th, the appointed members to the HCA Board of Directors met under the direction of the interim Chair, County Supervisor Ellen Pirie, to approve all necessary changes to the agreement and proceed with the establishment of the Authority.

All references to the City of Santa Cruz have been deleted in the revised agreement thereby reducing the number of Board of Directors (Section 4 of the agreement) from seven to six members, and requiring an adjustment in the Member Agency Contribution levels (Section 10 of the agreement) as shown in Exhibit 1. An estimate of member contributions, based on a draft preliminary budget previously provided, is also enclosed (Attachment 2).

Please present this revised agreement to the Board of Directors at the earliest possible date so that the Highway 1 Construction Authority can officially hold their initial Board meeting, scheduled for Friday, January 16, 2004, at 8:30 a.m. in the City of Capitola.

If you have any questions, please call me or Kim Shultz of my staff.

Sincerely,

Linda Wilshusen
Executive Director

Enclosures:

1. Revised JPA Agreement
2. Estimated Member Contributions by Agency for FY 03-04 & 04-05

cc: Appointed Members to the JPA
Rahn Garcia, County Counsel
John Presleigh, County Public Works

WWW.SCCRTC.ORG
EMAIL:INFO@SCCRTC.ORG

Rtserv1 Shared Hwy1 JP \formation JPA Agreement Transmittal of Amended Agrmnt-121003.doc

HIGHWAY 1 CONSTRUCTION AUTHORITY (HCA) JOINT EXERCISE OF POWERS AGREEMENT

This agreement between the Cities of Capitola, Scotts Valley and Watsonville, the County of Santa Cruz and the Santa Cruz Metropolitan Transit District (hereinafter referred to as "Member Agencies") is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Section 6500, et seq.) of the California Government Code concerning the joint exercise of powers, for the development and construction to widen and provide high-occupancy vehicle facilities on Highway 1 in Santa Cruz County.

WITNESSETH

Section 1. RECITALS

A. Authority

Chapter 5 (commencing at Section 6500) of Division 7 of Title 1 of the California Government Code concerning the joint exercise of powers, authorizes two or more public agencies to jointly exercise any power common to them.

B. Common Power

The Member Agencies possess in common the powers, among others, to plan, budget, incur indebtedness, issue notes, bonds, certificates of participation and other forms of indebtedness, apply for grants, hire consultants and staff, exercise eminent domain, acquire and own property, lease property, and enter into contracts for the construction and improvement of highway facilities within and outside their respective boundaries.

C. Purpose and Benefit of Project

1. It is in the best interests of the residents and visitors to Santa Cruz County that the Parties to this Agreement combine their efforts to plan, finance, and construct the expansion of state highway facilities known as State Highway 1 in Santa Cruz County from the City of Santa Cruz to Aptos, the exact extent to be determined by the Highway 1 Construction Authority (HCA). This state highway facility is owned, maintained and operated by the State of California Department of Transportation (Caltrans).
2. The Project shall foster transit use, enhance transit service and foster the integration of land use and transportation.

Section 2. DEFINITIONS

- A. Agreement means this Joint Exercise of Powers Agreement.
- B. Appointing Authority means that public agency or County Supervisor designated to appoint the respective Directors as set forth in Section 4 A of this Agreement.
- C. Administrative Budget means the annual funding plan for the administration and operation of the HCA, as approved by the HCA Board.
- D. Capital Budget means the annually updated multi-year funding plan, including Capital Costs and Revenues, for the planning, design, construction, construction management, right of way acquisition, environmental, debt service and all Capital Costs related to the Project.
- E. Capital Costs means the costs for planning, design and construction of highway improvements and acquisition of such real property and improvements required for construction.
- F. Caltrans means the State of California Department of Transportation.

- G. Fiscal Year means the annual period commencing on July 1 and extending to and including the succeeding June 30.
- H. HCA means the Highway 1 Construction Authority established by this Agreement.
- I. HCA Board means the governing board of HCA as described and set forth in Sections 4, 6, 7 and 8 of this Agreement.
- J. Member Agencies means Cities of Capitola, Scotts Valley, and Watsonville, the County of Santa Cruz, and the Santa Cruz Metropolitan Transit District, and Member Agency means any one of the five Member Agencies.
- K. Operating Costs means, subject to the limitations of the annual budget, administrative and staffing costs, both directly employed and contracted, including Board expenses, required for the management of the HCA.
- L. Parties means the five Member Agencies, and Party means any one of the five Member Agencies.
- M. Project means the planning, financing, and construction of the Highway 1 Widening/HOV project between Santa Cruz and Aptos with exact project limits and project details to be determined in the project development process.
- N. Transit means the transportation of passengers only and their incidental baggage by means other than by chartered bus, sightseeing bus or any other motor vehicle not on an individual fare-paying basis.

Section 3. CREATION OF AUTHORITY

- A. There is hereby created a public entity, separate and apart from the Agreement's Member Agencies, to be known as the "Highway 1 Construction Authority", hereinafter referred to as "HCA".

B. Except as expressly provided for in Section 10 of this agreement, neither the HCA nor its governing body shall have the power or authority to bind the Member Agencies, either collectively or singularly, to any debt, liability, contract, or obligation; no debt, liability, contract, obligation, employee, or agent of the HCA or its governing board shall be or constitute' thereby a debt, liability, contract, obligation, employee or agent of the Member Agencies either collectively or singularly. No action or omission of the HCA or its governing board shall be attributable to the Member Agencies, either collectively or singularly. The debts, liabilities, including but not limited to those in tort, and obligations of HCA shall not constitute debts, liabilities and/or obligations of any of the Member Agencies.

Section 4 BOARD OF DIRECTORS

The governing board of HCA shall consist of six directors with one Director representing the City of Capitola, the District 1 Santa Cruz County Supervisor, the District 2 Santa Cruz County Supervisor, one Director representing the Santa Cruz Metropolitan Transit District, one Director representing North Santa Cruz County and one Director representing South Santa Cruz County. Appointed Directors shall serve at the pleasure of their Appointing Authority.

A. Directors

The HCA Board of Directors shall be composed as follows:

1. Representing the City of Capitola

One Director appointed by the City of Capitola City Council.

2. Representing the Santa Cruz Metropolitan Transit District

One Director appointed by the Santa Cruz Metropolitan Transit District.

3. Representing the County of Santa Cruz (Two members)

The District 1 County Supervisor and the District 2 County Supervisor.

4. Representing North Santa Cruz County

(a) Alternating each calendar year, the North County Director shall be either the District 5 Supervisor's appointee or a Scotts Valley City Council appointee.

- (b) During the period that the District 5 Supervisor's appointee is the Director, the Scotts Valley City Council shall appoint the alternate. The District 5 Supervisor's appointee shall serve as the alternate during the period that the Scotts Valley City Council appointee is serving as a Director.
- (c) Except for the initial term, the Director and alternate shall serve one-year terms beginning on January 1st and ending on December 31st.
- (d) The District 5 Supervisor's appointee shall serve as the initial Director, such term to begin with the establishment of this Agreement and end on December 31, 2004.

5. Representing South Santa Cruz County

- (a) Alternating each calendar year, the South County Director shall be either the District 4 Supervisor's appointee or a Watsonville City Council appointee.
- (b) During the period that the District 4 Supervisor's appointee is the Director, the Watsonville City Council shall appoint the alternate. The District 4 Supervisors' appointee shall serve as the alternate during the period that the Director is a Watsonville City Council appointee.
- (c) Except for the initial term, the Director and alternate shall serve one-year terms beginning on January 1st and ending on December 31st.
- (d) The Watsonville City Council appointee shall serve as the initial Director, such term to begin with the establishment of this Agreement and end on December 31, 2004.

B. Elected Officials

Each person appointed to serve on the HCA Board as either a regular member or an alternate shall be a currently serving elected official and a member of one of the legislative bodies of a Member Agency as defined herein, except that the Director and alternate appointed by the Santa Cruz Metropolitan Transit District need not be an elected official.

C. Alternates

Except as otherwise provided in Sections 4.A.5(b) and 4.A.6.(b), the appointing Member Agency, for each regular member it appoints, may appoint an alternate member to serve in the place of the regular member when the regular member is absent or disqualified from participating in a meeting of the governing board. No alternate shall be appointed for the District 1 or District 2 Santa Cruz County Supervisor.

Section 5. POWERS OF HIGHWAY 1 CONSTRUCTION AUTHORITY

A. HCA Board of Directors.

HCA shall be governed by the HCA Board of Directors, which shall exercise powers and authority on behalf of HCA, subject to the limitations of this Agreement, and shall be the policy making body for the Authority.

B. General Powers.

HCA, acting through the HCA Board, shall have all powers that are consistent with the purpose, objectives, functions and responsibilities described in this Agreement, and are consistent with State and Federal law. Among other things, HCA Board shall have the power to make and enter into contracts; and, leases, and/or installment sale and/or purchase agreements to acquire, own, and maintain real and personal property; to employ agents and employees; to incur debts, liabilities and obligations; to make loans and receive loans and enter into loan agreements, to sue and be sued in its own name; and to apply for, receive, and utilize State, local, and Federal funding and funds from all other sources given to it for the purpose of accomplishing the Project, subject to the restrictions of this Agreement.

C. Eminent Domain

HCA may acquire through eminent domain proceedings any property necessary for, incidental to, or convenient for, the exercise of the powers of the Authority. An action in eminent domain to acquire property or property interests within any

incorporated city or within the unincorporated area of the county may not be commenced unless the governing body of the affected city or county has consented by resolution to the acquisition.

D. Additional Specific Powers and Obligations.

HCA, acting through the HCA Board, shall:

1. Project Funding Plan and Schedule

Develop, maintain and approve an overall plan to fund and complete the Project(s) consistent with legislative requirements. The funding plan and schedule shall be updated at least annually.

2. Operating Budget

Develop and approve an annual HCA operating budget prior to start of each fiscal year. The operating budget shall provide for administrative, management and Board expenses for the fiscal year.

3. Capital Budget

Develop and approve an annual update to the HCA Capital Budget prior to start of each fiscal year. The capital budget shall provide for all capital cost expenditures for the fiscal year.

4. Amendments to Agreements

Approve any amendments or modifications to agreements and contracts, as necessary.

5. Audit

Award a contract to perform an annual independent audit of the financial results and financial condition of HCA.

6. Local, State, Federal, and Other Funding

Seek, submit and support grant and other applications for local, State, Federal, and/or other public or private funding for the Project.

7. Incur Debt and Issue Instruments of Indebtedness

Incur debt of any form, and issue any and all instruments of indebtedness and obligations to payment amounts in the future evidenced by, without limitations, bonds, notes, certificates of participation and any other

instruments which can legally be utilized by member and/or any joint powers authority pursuant to applicable State or local laws.

Section 6. MEETINGS OF THE HCA BOARD OF DIRECTORS

A. Regular and Special Meetings

The HCA Board shall hold at least one regular meeting every month. The HCA Board may increase the frequency of meetings by resolution or by a bylaw provision. The date, hour, and place of regular meetings shall be fixed by resolution of the HCA Board. A special meeting may be called by the Chairperson of the HCA Board, by a majority of the Directors of the HCA Board, by the HCA Executive Director, or by any Member Agency by delivering personally or by mail, written notice to each Director of the HCA Board and by posting said notice in a location freely accessible to the public, at least 24 hours prior to the date of the special meeting, which notice shall specify the purpose for the meeting.

B. Conduct of Meetings

All meetings of the HCA Board shall be held subject to the provisions of the Ralph M. Brown Act (commencing at Section 54950 of the Government Code).

C. Quorum and Required Vote

A majority of the Directors of the HCA Board shall constitute a quorum for the transaction of business. No action may be taken by the HCA Board except upon the affirmative vote of four or more of its Directors.

Section 7. BYLAWS

The HCA Board shall have the power to adopt and amend bylaws that it, in its sole discretion, may deem necessary or desirable for the conduct of HCA business, and which do not conflict with this Agreement.

Section 8. OFFICERS AND EMPLOYEES

A. HCA Board Officers

The HCA Board shall elect annually a Chairperson and a Vice-chairperson from among its members. The HCA Board shall appoint a Secretary who may, but need not be, a Director of the HCA Board. The duties of the officers shall be defined in the bylaws adopted by the HCA Board.

B. Legal Counsel

The HCA Board shall appoint legal counsel. The Board may elect to use the legal counsel of a Member Agency or designate independent legal counsel for HCA.

C. Executive Director.

The HCA Board shall appoint an Executive Director. The Executive Director shall be responsible for the administration and daily operations of the HCA. The Executive Director's duties shall be more specifically defined in the bylaws and/or administrative and operating procedures adopted by the HCA Board.

D. Treasurer

The HCA Board shall appoint a Treasurer. The Board may elect to use the treasurer of a Member Agency or retain its own treasurer.

1. Duties of Treasurer

The Treasurer shall:

- (a) Receive and receipt all money of HCA and place it in the County of Santa Cruz treasury to the credit of HCA.
- (b) Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all HCA money held by the Treasurer.
- (c) Pay any sums due from HCA funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.
- (d) Verify and report, in writing, on the first day of July, October, January, and April of each year to HCA, the amount of monies the Treasurer holds for

HCA, the amount of receipts and disbursements since the Treasurer's last report, and any interest accrued to those funds.

E. Auditor-Controller

The HCA Board shall appoint an Auditor-Controller. The Board may elect to use the auditor-controller of a Member Agency or retain its own auditor-controller.

1. Duties of the Auditor-Controller

The Auditor-Controller shall perform the following duties:

- (a) Draw warrants to pay demands against HCA when the demands have been approved by the HCA Board and/or the Executive Director. The Auditor-Controller shall be responsible on the Auditor-Controller's official bond for the Auditor-Controller's approval of disbursements of HCA funds.
- (b) Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, contributions, revenues, and expenses made by or on behalf of each Party to this Agreement.
- (c) Make available all the financial records of the HCA to a certified public accountant or public accountant contracted by the HCA Board to make an annual audit of the accounts and records of HCA. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

F. Reimbursement.

If the HCA Board elects to appoint an employee of a Member Agency as Legal Counsel, Executive Director, Treasurer, Auditor-Controller or other staff position, HCA shall reimburse the Member Agency for the cost of services provided by the appointed employee upon an at-cost basis, in accordance with an approved HCA budget.

G. Independent Auditors.

The HCA Board shall annually designate independent auditors as it deems appropriate for the purpose of reporting on HCA's operations and financial condition. The analysis of the independent auditors shall be provided to each Member Agency within thirty (30) days of its acceptance by the HCA Board.

H. Bond

Any director, officer, or employee of HCA who has access to any property of HCA shall file an official bond in an amount to be fixed by the HCA Board. Those persons designated by the Board may be included within a master bond.

I. Employment of Staff.

The HCA Board may employ staff necessary to carry out its responsibilities either through the hiring of a staff or by contracting for staffing services.

Section 9. ACCOUNTS AND REPORTS.

HCA shall establish and maintain funds and accounts as may be required by good accounting practice. HCA shall provide for strict accountability of all funds and report of all receipts and disbursements. The books and records of HCA shall be open to inspection at all reasonable times to the Parties to this Agreement and their representatives. HCA, within 180 days after the close of each Fiscal Year, shall give a complete written report to the Parties of all financial activities for the immediately preceding Fiscal Year. The Auditor-Controller shall prepare and maintain the necessary accounts and reports.

Section 10. MEMBER AGENCY CONTRIBUTION

A. Board Determination of Member Agency Contributions

Prior to receipt of funds from a voter-approved local transportation funding measure and upon completion of its annual Administrative Budget, operating

budget amendments, and/or audits, the amount of annual member agency contributions shall be determined by the HCA Board.

B. Budget Deficits

Member agency contributions may also include funds determined to be needed to backfill Administrative Budget deficits and/or already incurred expenses that are appropriate to the Administrative Budget and have been disallowed by the Caltrans' funding grant reimbursement process. No member agency shall be liable for a debt incurred prior to the formation of the HCA.

C. Pro-Rata Basis

All such expenses shall be invoiced to the Member Agencies on a pro-rata basis based on the shares shown in Exhibit 1 – HCA Cost Sharing Assignments.

D. Exhibit 1 - HCA Cost Sharing Assignments

The SCMTD's share of the HCA Cost Sharing Assignment shall be set at 10%. The remaining 90% of the Cost Sharing Assignment shall be divided among the other Member Agencies on a pro-rata basis based on the population estimate established by the annual Provisional State of California Department of Finance, E-I City/County Population Estimate with Annual Percentage Change. The HCA Cost Sharing Assignment set forth in Exhibit 1 shall be updated on January 1 of each year using the population estimates then in effect, for application to the following fiscal year HCA budget.

E. Invoicing Member Agencies

The HCA Board shall send invoices to each Member Agency setting the Member Agency's allocated share which shall be due and owing within 30 days of the date on the invoice. If a Member Agency neglects or fails to pay, the HCA shall issue a Notice of Intended Action giving that Member Agency 10 days to pay its allocated share. Thereafter, if the Member Agency still fails to pay, the HCA Board shall meet to determine the appropriate action in order to obtain the funds.

F. Return of Funds Not Used

Funds provided by member agencies pursuant to this Section which are not spent by the HCA, shall be returned to the member agencies using the same pro-rata share allocation.

G. Voter-Approved Local Transportation Funding Measure

If a local transportation funding measure is approved and if authorized by the measure, funds advanced to the HCA by Member Agencies shall be reimbursed to the extent authorized and Member Agencies shall not be required to contribute further funding to the HCA.

Section 11. METHOD TO ACCOMPLISH PROJECT PURPOSE

A. Construction Method

In order to accomplish the Project, HCA shall receive public input and evaluate construction methods including but not limited to the traditional design-bid-build process, the design-build process, contracting out, and Caltrans' design-sequencing process to determine which method is in HCA's best interests to accomplish the Project.

B. Design-Build Process

If HCA determines that the design-build process will accomplish one of the following objectives: reduce project costs, expedite the project's completion, provide design features not achievable through the design-bid-build or other methods, it shall make written findings that use of the design-build process is warranted.

C. Design-Build Requirements

If the design-build process is utilized, the requirements of Public Contract Code Section 20209.7-20209.14, as the same may be amended from time to time, shall be followed.

Section 12. INSURANCE AND INDEMNIFICATION.

A. Insurance Protection

HCA shall acquire the insurance protection as required by law or as it deems necessary to protect the interests of HCA its directors, employees, officers, volunteers and agents, the Parties to this Agreement, and the public.

B. Indemnification

Except as expressly provided for in Section 10 of this agreement, the HCA shall exonerate, indemnify, defend, and hold harmless each Member Agency (which shall include, without limitation, its directors: officers, agents, employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind, nature or description directly or indirectly which a Member Agency may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with this Joint Powers' Agreement, including any condition of the Project or any portion thereof. Such indemnification includes any damage to the person(s), or property(ies) of HCA, any Member Agency and third persons.

Section 13. TERM.

This Agreement shall be effective on the date on which the last of the five Member Agencies sign this Agreement and thereafter shall continue in full force, and effect up to one year after the completion of the Project and acceptance of the project by Caltrans, or for the term of any debt instruments issued by the Highway 1 Construction Authority, whichever is later.

Section 14. TERMINATION AND DISPOSITION OF ASSETS

A. Process

Prior to the termination of this agreement and the dissolution of the HCA, HCA shall reasonably exhaust all means of collecting any monies due HCA and identify and satisfy all obligations and liabilities of HCA. The Board shall formally accept a final accounting prepared by the Auditor-Controller before any disposition of net assets may be made and termination of the Agreement consummated.

B. Asset Ownership

Reasonable effort shall be made to dispose of physical assets of HCA by surplus sale. Funds received as a result of sales shall be deposited in HCA's treasury. Business and construction records and remaining physical assets not transferred to Caltrans shall be transferred to one or more Member Agencies as determined by the HCA Board, or as otherwise required by law.

C. Debt and Contractual Obligations

Outstanding debts and uncompleted contracts at the time of dissolution shall be administered by one or more Member Agencies as determined by the HCA Board with compensation for out of pocket expenses to come from remaining HCA funds.

Section 15. Withdrawal of Member Agency from JPA

Prior to the issuance of any debt a Member Agency may withdraw from its participation in the HCA on the last day of any fiscal year (referred to as the "withdrawal date"), provided that the Member Agency seeking withdrawal has given at least one hundred eighty (180) calendar days prior written notice of such withdrawal to the HCA Board. The withdrawing agency shall perform all obligations required under this agreement and remain liable pursuant to Section 10 until the

withdrawal date. If the HCA issues debt, then no Member Agency may withdraw during the term of the debt.

Section 16. AMENDMENTS

This Agreement may be amended at any time by written agreement of all of the Member Agencies.

Section 17. NOTICES

All notices, payments, requests, demands, and other communications to be made or given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

City of Capitola
Attn: City Manager
420 Capitola Avenue
Capitola, CA 95010

City of Scotts Valley
Attn: City Manager
1 Civic Center Drive
Scotts Valley, CA 95066

City of Watsonville
Attn: City Manager
215 Union Street
Watsonville, CA 95076

County of Santa Cruz
Attn: County Administrative Officer
701 Ocean Street
Santa Cruz, CA 95060

Santa Cruz Metropolitan Transit District
Attn: General Manager
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Any Party may change its address for purposes of this Section by giving the other Parties written notice thereof in the manner set forth above.

Section 18. FILING WITH SECRETARY OF STATE

As required by Section 6503.5 of the California Government Code, an appropriate notice of this Agreement shall be filed with the Secretary of State within 30 days of the date on which the last of the five Member Agencies signs this Agreement.

Section 19. CONFLICT OF INTEREST CODE

The HCA Board shall adopt a conflict of interest code.

Section 20. SUCCESSOR STATUTES

All statutes cited herein shall be deemed to include amendments and successor statutes to the cited statutes as they presently exist.

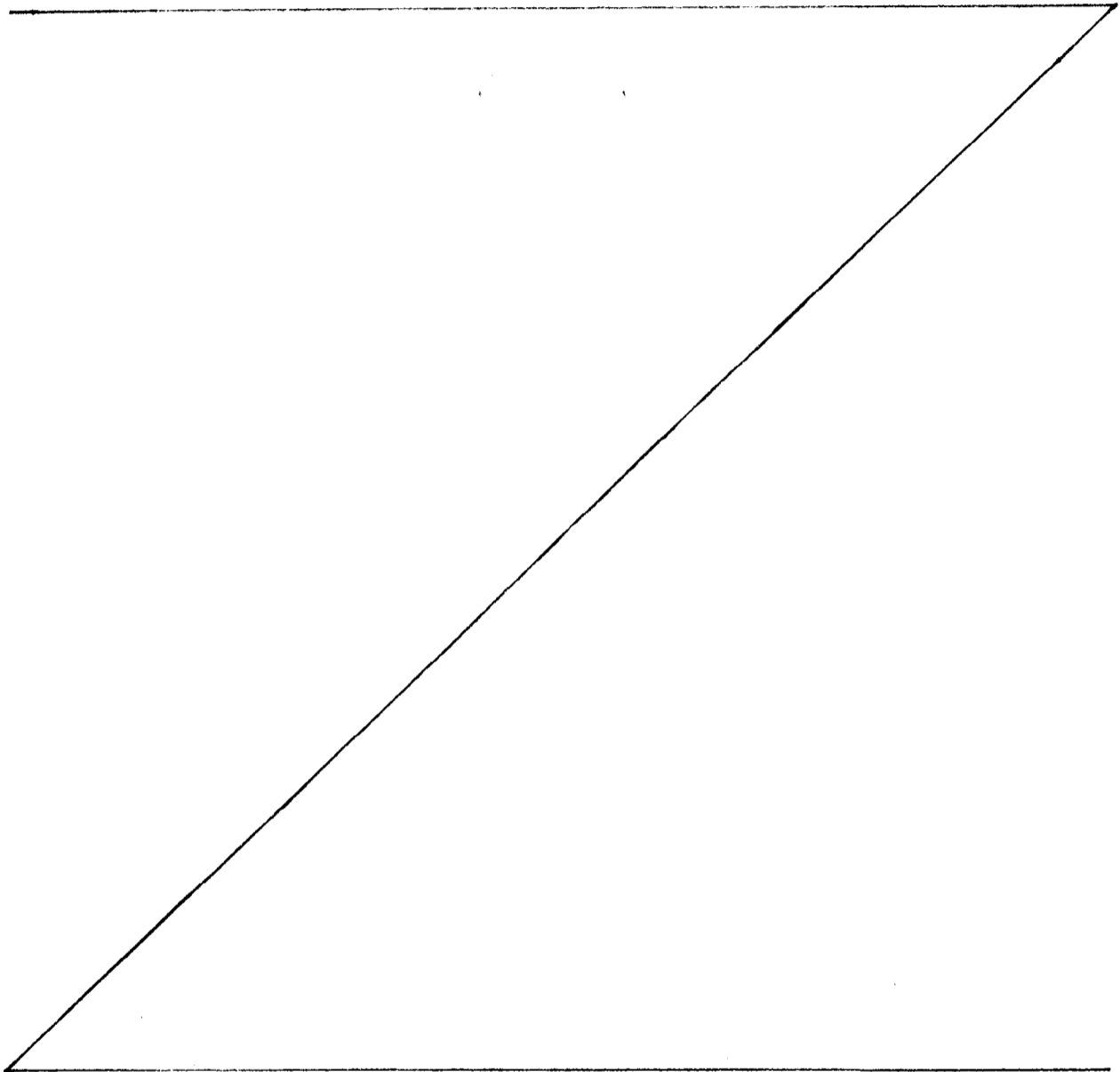
Section 21. CONSTRUCTION: NUMBER, GENDER AND CAPTIONS

This Agreement shall be construed according to the law of the State of California. Numbers and genders as used herein shall be construed to include that number and

gender which is appropriate in the context of the text in which either is included. Captions are included herein for the purposes of ease of reading and identification. Neither gender, number, nor captions used herein shall be construed to alter the plain meaning of the text in which any or all of them appear.

Section 22. SEVERABILITY

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



Section 23. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the Parties, and supersedes any prior oral or written understandings between them pertaining to the same subject matter.

Section 24. EXECUTION IN COUNTERPART

This Agreement may be executed in counterparts and each counterpart shall be deemed part of the original instrument.

SIGNATURES:

City of Capitola

City of Scotts Valley

City of Watsonville

County of Santa Cruz

Santa Cruz Metropolitan Transit District

Exhibit 1 – HCA Cost Sharing Assignment

SCMTD	10.0%
County of Santa Cruz	59.4%
City of Capitola	4.5%
City of Scotts Valley	5.1%
City of Watsonville	21.0%

Source of population estimates: Department of Finance, 1/03

Joint Powers Authority for the Highway 1 Widening/HOV Project Construction Authority
Estimated Member Contributions FY 03-04 and FY 04-05
 December 5, 2003

Member Agencies	Cost Sharing Assignment (1)	FY 03-04 Estimated Contribution (2)	FY 04-05 Estimated Contribution (2) (3)	Two-year total (4)
County of Santa Cruz	59.4%	\$14,850	\$29,700	\$44,550
SC Metro	10.0%	\$2,500	\$5,000	\$7,500
City of Capitola	4.5%	\$1,125	\$2,250	\$3,375
City of Scotts Valley	5.1%	\$1,275	\$2,550	\$3,825
City of Watsonville	21.0%	\$5,250	\$10,500	\$15,750
Member Agency Contributions	100.00%~	\$25,000	-	\$50,000

1. The Cost Sharing Assignment to be revised annually based on the State of California, Department of Finance, E-I City/County Population Estimates
2. Estimated contributions based on Draft Preliminary FY 03-04 and FY 04-05 Budgets, September 19, 2003
3. FY 04-05 member agency contributions could cease once sales tax **measure** passes.
4. Member agencies may be reimbursed by sales tax measure funds.

Attachment - 2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: PUBLIC HEARING: CONSIDER AUTHORIZING AN APPLICATION AND EXECUTING A GRANT FOR FY2004 URBANIZED AREA FORMULA FUNDS WITH THE FEDERAL TRANSIT ADMINISTRATION.

I. RECOMMENDED ACTION

Receive public comments. Adopt the attached Program of Projects and authorize an application for Federal Transit Administration Urbanized Area Formula Funds

II. SUMMARY OF ISSUES

- The Transportation Equity Act for the 21st Century (TEA-21) established the Urbanized Area Formula Program to provide financial assistance to public transit operators in urbanized areas with less than 200,000 population.
- Each year, the US Congress appropriates Federal funds for the Federal Transit Administration (FTA) Urbanized Area Formula Program in accordance with the statutory formula in TEA-21.
- In addition to the FY2004 apportionment, METRO received an advance of \$350,000 against future years' apportionments for current operating expenses.
- METRO announced a public review period and this public hearing for the Program of Projects on January 8, 2004.
- If the Board adopts the Program of Projects and authorizes the application, METRO staff will submit an application and execute a grant agreement with the FTA to receive these funds.

III. DISCUSSION

The Transportation Equity Act for the 21st Century (TEA-21) legislated the Urbanized Area Formula Program (49USC §5307) to provide minimum allocations to public transit operators in urbanized areas with under 200,000 population. For FY 2004, TEA-21 appropriated \$2,860,000 to the Santa Cruz and Watsonville Urbanized Areas.

METRO will claim all of the Santa Cruz apportionment and a proportional share of the Watsonville apportionment for public transit service in the urbanized area of Santa Cruz County. In addition, METRO received an advance of \$350,000 against future years' apportionments of

urbanized area formula funds to pay for current operating expenses. If approved, METRO will submit an application to the FTA for \$3,210,000 to be used for FY 2004 operating assistance

On January 8, 2004, METRO announced a public review period and an opportunity to comment on the program of projects at today's public hearing. These comments will be added to the application. If the Board adopts the attached program of projects, METRO staff will submit an application and execute a grant agreement with the FTA to claim the funds.

IV. FINANCIAL CONSIDERATIONS

The FY2004 Urbanized Area Formula Program will contribute \$3,210,000 to METRO's operating budget. Local sales tax funds the required match.

V. ATTACHMENTS

Attachment A: Program of Projects for FTA §5307 Funds for FY2004

Santa Cruz Metropolitan Transit District
FY2004 Program of Projects
Using Federal Transit Administration Funds

The Santa Cruz Metropolitan Transit District (METRO), in accordance with 49 USC Part 5307, proposes a Program of Projects for funding assistance from the Federal Transit Administration.

The Federal Transit Administration allocated \$2,860,000 in federal funds through the California Department of Transportation to METRO for urbanized area public transit operating assistance during FY 2004. In addition, METRO received an advance of \$350,000 from the California Department of Transportation against future year apportionments of FTA's urbanized area formula funds to meet current operating expenses. METRO proposes the following single project for all available FTA operating funds during FY2004:

1. FY2004 Operating Assistance: \$3,210,000 for public transit service operated from July 1, 2003 through June 30, 2004. This project subsidizes public transit conforming to land use and transportation plans in Santa Cruz County and will not cause negative environmental impacts or relocation of families or businesses.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF ACCEPTANCE OF THE IMPLEMENTATION STATUS REPORT FOR THE METRO ADVISORY COMMITTEE (MAC).

I. RECOMMENDED ACTION

That the Board of Directors accept the status report for the implementation of the Metro Advisory Committee (MAC).

II. SUMMARY OF ISSUES

- On December 19, 2003 the Board of Directors approved the creation and structure of the Metro Advisory Committee (MAC).
- As a result of the action taken by the Board of Directors, the Bylaws for the MAC have been modified to reflect the Committee size and structure.
- Application forms have been developed that can be completed for individuals who are interested in having a member of the Board nominate them for membership on the MAC.
- Signs soliciting membership are being placed in the buses and members of both MUG and MASTF have received application information.
- Internally support staff assignments for the MAC are being made.
- It continues to be the staff goal to hold the initial meeting of the MAC in March.

III. DISCUSSION

For many years two citizen advisory committees served METRO. The Metro Accessible Transit Services Forum (MASTF) addressed issues of accessibility on the fixed route service, paratransit service, and facilities. The Metro Users Group focused on the overall service that was provided, the information distribution and marketing programs, and advised the Board on other matters that were referred to it for consideration.

On December 19, 2003, after a significant amount of discussion and multiple meetings, the Board approved the creation of a new Metro Advisory Committee (MAC) that would replace MUG. The Board approved the structure of the new committee and directed staff to prepare necessary modifications to the MAC Bylaws to reflect the decisions that were made with respect

to committee size and structure. The revised Bylaws that reflect the actions taken by the Board of Directors are attached to this Staff Report.

In the time that has passed since the Board took action with respect to the formation of MAC, a final application form has been developed. Information has been sent to former MUG members as well as MASTF members. Additionally, signs have been placed in the METRO Buses soliciting interest from individuals who might want to have a member of the Board nominate them for membership in the new MAC. METRO staff will continue an assertive outreach effort in the coming weeks in the hope of providing names of potential candidates for MAC membership to the members of the Board for nomination and ultimately appointment.

Staff recommend that the Board of Directors accept the MAC status report and provide staff with any necessary direction to continue the implementation process.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the 2003/2004 METRO Operating Budget to support the activities of the Metro Advisory Committee.

V. ATTACHMENTS

Attachment A: Metro Advisory Committee Bylaws

Attachment B: Metro Advisory Committee Application Form

Drafted for 9/26/03
Revised for 10/24/03
Revised for 12/19/03
Amended/Adopted 12/19/03

DRAFT

BYLAWS FOR THE METRO ADVISORY COMMITTEE

Article I
GENERAL PROVISIONS

§1.1 Purpose

These Bylaws govern the proceedings of the METRO Advisory Committee (MAC), an advisory committee established by the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO).

§1.2 Construction of Bylaws

As used in these Bylaws, “Committee” means the METRO Advisory Committee. These Bylaws shall govern the Committee’s proceedings to the extent they are not inconsistent with METRO Regulations or California or United States Statutes. These Bylaws become effective upon approval by the METRO Board of Directors

§1.3 Definitions

- a. As used in these Bylaws, “chair” means the chairperson of the Committee.
- b. As used in these Bylaws, “vice chair” means the vice chairperson of the Committee.
- c. As used in these Bylaws “staff” means staff members that are assigned to support the Committee by the METRO Secretary/General Manager.

Article II

DUTIES AND AUTHORITY

§2.1 Duties

It shall be the duty of the Committee to provide advice to the Board of Directors on matters of METRO policy and operations referred to the Committee by the Board or Secretary/General Manager and to perform such additional duties as assigned by the Board. The Committee may also address issues which members or the public raise with respect to the quantity and quality of services provided by METRO.

§2.2 Limitations on Authority

The sole jurisdiction and authority of the Committee is to serve in an advisory capacity to the Board of Directors. It shall not have any authority to take actions that bind METRO or the Board of Directors. Communications by the Committee shall be to and through the Board of Directors. No individual member of the Committee shall be entitled to compensation from METRO and any reimbursement for travel or other expenses shall receive specific prior authorization by the Board of Directors.

Article III MEMBERSHIP

§3.1 Membership

The Committee shall be composed of 11 members appointed by the Board of Directors as follows:

Each member of the METRO Board of Directors shall nominate 1 individual to serve as members of the METRO Advisory Committee. Appointments to the METRO Advisory Committee shall be made by the METRO Board of Directors.

All members shall be residents of the County of Santa Cruz. When making its appointments, the Board shall strive to balance the membership to reflect the ethnic, gender, and geographic diversity of the County. At least 4 of the individuals appointed to the Committee shall be persons with disabilities as evidenced by possession of a METRO Discount Photo Identification Card. No member of the Board of Directors or other elected public official shall be appointed to the Committee. No employee of METRO or any agency that provides funding to, or contracts with, METRO shall be appointed to the Committee. However, individuals that have been selected to participate on the ADA Appeals Panel or participate in the Bus Operator Sensitivity Training shall be exempt from the financial/contracting prohibition for Committee members outlined in this section.

§3.2 Members' Terms

The term of membership of each Committee member shall be two years, and members may be re-appointed for 2 successive terms for a total of 6 consecutive years. The term of each member shall commence on January 1.

§3.3 Absences

If a member is absent (without excuse) from four Committee meetings in any twelve-month period, the position shall automatically be declared vacant. The member of the Board of Directors that nominated such Committee member shall be notified of the vacancy so that they can nominate a successor to be appointed to fill the remainder of that Committee member's term.

§3.4 Vacancies

The member of the Board of Directors who nominated the original member shall nominate a replacement candidate to fill a position on the Committee that is declared vacant. The appointment of the replacement member shall be made by the Board of Directors.

Article IV OFFICERS

§4.1 Chair and Vice Chair

The Committee shall elect from its membership a chair and a vice chair at its first meeting of the calendar year, to serve for a one-year term. The chair shall preside at all meetings of the Committee and represent the Committee before the Board of Directors. The vice chair shall perform the duties of the chair when the chair is absent. In the event of a vacancy in the chair's position, the vice chair shall succeed as chair for the balance of the chair's term and the Committee shall elect a successor to fill the vacancy in the vice chair's position as provided below. In the event of a vacancy in the vice chair's position, the Committee shall elect a successor from its membership to fill the vice chair's position for the remainder of the vice chair's term.

§4.2 Staff Support

The Secretary/General Manager of METRO shall make arrangements to furnish clerical services to prepare and distribute the Committee's agendas, notices, minutes, correspondence and other materials. The METRO staff assigned to support the committee shall maintain a record of all proceedings of the Committee as required by law and shall perform other support duties to the committee as assigned by the Secretary/General Manager. The minutes of each meeting, when approved by the Committee, shall be transmitted to the METRO Board of Directors.

Article V MEETINGS

§5.1 Regular Meetings

Regular meetings of the Committee shall be held on the third Wednesday of each month. Whenever a regular meeting falls on a holiday observed by METRO, the meeting shall be held on another day or canceled at the direction of the Committee. A rescheduled regular meeting shall be designated a regular meeting.

§5.2 Special Meetings

The Chair may call a special meeting. The meeting shall be called and noticed as provided in Section 5.3 below.

§5.3 Calling and Noticing of Meetings

All meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). The Secretary/General Manager and METRO Counsel shall be given notice of all meetings.

§5.4 Quorum; Vote

The presence of 6 members shall constitute a quorum for the transaction of business. All official acts of the Committee shall require the affirmative vote of the majority of members present, providing that a quorum is maintained at all times.

§5.5 Thirty Minute Rule

If a quorum has not been established within thirty minutes of the noticed starting time for the meeting, the meeting shall be cancelled.

§5.6 Matters Not Listed On the Agenda Requiring Committee Action

Except as provided below, a matter requiring Committee action shall be listed on the posted agenda before the Committee may act upon it. The Committee may take action on items not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by an affirmative vote of the Committee that an emergency exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Committee, or if less than two-thirds of the members are present, a unanimous vote of those members present,

there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

§5.7 Time Limits for Speakers

Each member of the public appearing at a Committee meeting shall be limited to three minutes in his or her presentation, unless the chairperson, at his or her discretion, permits further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation. Public presentations that have been scheduled prior to the meeting with the Committee Chair shall not be subject to the time limits contained in this section.

§5.8 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The chairperson may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the chairperson may direct the meeting room cleared when deemed necessary to maintain order.

§5.9 Access to Public Records Distributed at Meeting

Writings which are public records and which are distributed during a Committee meeting shall be made available for public inspection at the meeting if prepared by the METRO staff or a member of the Committee, or after the meeting if prepared by some other person.

Article VI
AGENDAS AND MEETING NOTICES

§6.1 Agenda Format

The agenda shall specify the starting time and location of the meeting and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of the subject matter of each agenda item. The agenda may include recommendations for Committee action as appropriate.

§6.2 Public Communications

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the Committee on matters of interest to the public either before or during the Committee's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the Committee, under the agenda

item heading “Oral/Written Communications”. The Committee shall not act upon an item that is not listed on the agenda except as provided under Section 5.8. Each notice for a special meeting shall provide an opportunity for members of the public to directly address the Committee concerning any item that has been described in the notice for the meeting before or during consideration of that item.

§6.3 Agenda Preparation

The METRO Staff assigned to the Committee shall prepare the agenda for each meeting in consultation with the chairperson. Material intended for placement on the agenda shall be delivered to the secretary on or before 12:00 Noon on the date established as the agenda deadline for the forthcoming meeting. The METRO Staff, in consultation with the chair, may withhold placement on the agenda of any matter that is not timely received, lacks sufficient information or is in need of staff review and report prior to Committee consideration.

§6.4 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the METRO Staff at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be posted by the METRO Staff at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be transmitted to each Committee member, the Secretary/General Manager and the METRO Counsel at least five days before each regular meeting and at least 24 hours before each special meeting.

§6.5 Meeting Notices

The METRO Staff shall transmit notices of every regular meeting at least one week prior to the date set for the meeting to each person who has filed a written request with METRO for such notice as provided in Section 54954.1 of the Government Code. The notice shall be mailed at least one week prior to the date set for the meeting. Notice of special meetings called less than seven days prior to the date set for the meeting shall be given as soon as is practical.

Article VII MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

These Bylaws shall be effective upon approval by the METRO Board of Directors.

§7.2 Committee Process

The intent of the Committee shall be to provide consensus based advice and recommendations to the METRO Board of Directors.

Approved by Board of Directors: December 19, 2003.

**Application for Nomination for Appointment to
the Metro Advisory Committee (MAC)**

Name _____

Address (with zip code) _____

Day Time Phone _____

Email Address (to receive Agenda Packets) _____

Do You Ride METRO Fixed Route or ParaCruz service? _____

How Often Do You Use the METRO/ParaCruz Service? _____

What are Your Particular Transit Interests? _____

What Do You Think Are The Biggest Challenges For METRO? _____

What Do You Believe That You will Contribute the MAC and METRO if Appointed? _____

What Are The Interests and The Experiences That You Have That Would Make You An Effective Member of The MAC? _____

Please Outline Your Availability In Terms Of Meeting Times/Days and Total Time Per Month That You Could Devote To The Activities of the MAC. _____

**Are You Aware Of Any Conflicts of Interest That Would Prevent You From Serving On
The MAC If Appointed?**

Please return your completed application to:

SCMTD
Attn: Dale Carr
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: CONSIDERATION OF LOWERING THE COST TO OPERATE THE CITY OF WATSONVILLE'S "FREE SHOPPER SHUTTLE" BY \$396.00.

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors consider the City of Watsonville's request to lower the bill for the provision of the "Free Watsonville Shopper Shuttle" by \$396.00.

II. SUMMARY OF ISSUES

- On November 21, 2003 the Board of Directors authorized the operation of the City of Watsonville's "Free Shopper Shuttle."
- Service was performed from December 01, 2003 through December 24, 2003.
- A bill was sent to the City of Watsonville for \$15,840 for the service provided.
- Due to a miscommunication concerning billable rates, the City of Watsonville budgeted \$15,048. This leaves a difference in cost versus the Transit District's bill of \$792.00
- The City of Watsonville has offered to add an additional \$396.00 to offset the \$792.00 difference. The potential loss in revenue to the Transit District would be \$396.00

III. DISCUSSION

At the November 21, 2003 Board of Directors meeting the Board of Directors authorized the provision of service known as the "Free Watsonville Shopper Shuttle." Due to a miscommunication between the Transit District and the City of Watsonville, the City of Watsonville budgeted an hourly service rate of \$57.00 while the Transit District established a billable service rate of \$60.00. The bill sent to the City of Watsonville for the "Free Watsonville Shopper Shuttle" was \$15,840. The City of Watsonville, using the billable rate of \$57.00 per service hour, budgeted \$15,048. This leaves a difference of \$792.00 between Transit District cost versus what the City of Watsonville budgeted.

In discussions with the City of Watsonville concerning the miscommunication and the difference in the budgeted amount versus the Transit District's bill, the City of Watsonville offered to contribute an additional \$396.00. This leaves a difference in cost versus the difference in budget of \$396.00.

IV. FINANCIAL CONSIDERATIONS

If the Transit District lowers the cost to operate the “Free Watsonville Shopper Shuttle”, there will be a loss in revenue of \$396.00.

V. ATTACHMENTS

Attachment A: Staff report dated November 21, 2003 titled “Consider Authorization to operate the Watsonville Holiday Shuttle” submitted by Leslie R. White, General Manager.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: November 21, 2003
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDER AUTHORIZATION TO OPERATE THE WATSONVILLE HOLIDAY SHUTTLE

I. RECOMMENDED ACTION

That the Board of Directors authorize the operation of the fare-free Holiday Shuttle for the City of Watsonville.

II. SUMMARY OF ISSUES

- For the last four years METRO has operated the Holiday Shuttle for the City of Watsonville.
- The Holiday Shuttle serves downtown Watsonville and major shopping areas.
- With the concurrence of the City of Santa Cruz, the Trolley Replica is used as the primary vehicle for this service.
- The City of Watsonville has indicated that it has funding available to offset the cost of operating the Holiday Shuttle.
- The City of Watsonville has requested that the Holiday Shuttle operate from December 1, 2003 through December 24, 2003.
- The routing and hours of operation for the Holiday Shuttle are anticipated to be the same as those provided in previous years.

III. DISCUSSION

For the past four years the Board of Directors has authorized the operation of the Watsonville Holiday Shopper Shuttle. The City of Watsonville has already approved funding for the operation of the shuttle.

The City of Watsonville has requested the use of the Trolley Replica as the primary vehicle to be used in providing the Holiday Shuttle service. The City of Santa Cruz has approved of the use of the Trolley Replica vehicle for the Holiday Shuttle service. The Board of Directors has previously agreed to provide shuttles for other government agencies as long as all of the operating costs are covered by the requesting agency.

III. FINANCIAL CONSIDERATIONS

METRO will not incur any additional operating costs through the provision of the Holiday Shuttle in Watsonville.

IV. ATTACHMENTS

Attachment A: November 4, 2003 letter from Marcela Tavantzis, Assistant City Manager, City of Watsonville.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION AND APPROVAL OF CONTRACT WITH EVERGREEN OIL, INC. TO PROVIDE TRANSPORTATION AND DISPOSAL SERVICES OF DISTRICT'S HAZARDOUS WASTE

I. RECOMMENDED ACTION

District staff recommends that the Board authorize the General Manager to execute a one year contract for transportation and disposal services of District's hazardous waste with Evergreen Oil, Inc. for an amount not to exceed \$12,000.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms to provide transportation and disposal services of District's hazardous waste.
- Three firms submitted bids for the District's evaluation.
- District staff is recommending that a one year contract be established with Evergreen Oil, Inc. to provide transportation and disposal services of District's hazardous waste.

III. DISCUSSION

On December 10, 2003, District Invitation for Bid, 03-09, was mailed to sixteen hazardous waste disposal firms and was legally advertised. On January 6, 2004, bids were received and opened from three firms. A list of firms and a summary of the bids received are provided in Attachment A. District staff has reviewed and evaluated all submitted bids. Evergreen Oil, Inc. submitted the lowest bid to the District. Evergreen Oil, Inc. has also provided excellent service to the District for the past five years.

District staff is recommending that a contract be established with Evergreen Oil, Inc. to provide transportation and disposal services of District's hazardous waste for an amount not to exceed \$12,000. Contractor will provide all equipment and services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the operating budget for Facilities Maintenance.

V. ATTACHMENTS

Attachment A: Summary of bids received

Attachment B: Contract with Evergreen Oil, Inc.

NOTE: The Invitation For Bids (IFB) and its Exhibits and Addendums are available for review by the public at the Administration Office of METRO or online at www.scmtd.com

Summary Of Bids Received For IFB No. 03-09
Transportation And Disposal Of Hazardous Waste

	Total Bid
1. Evergreen Oil, Inc. of Newark, California	\$11,995.00
2. Industrial Waste Utilization, Inc. of Montclair, California	\$12,990.00
3. Bayside Oil II Inc. of Santa Cruz, California	\$17,050.00

CONTRACT FOR HAZARDOUS WASTE REMOVAL SERVICES (03-09)

THIS CONTRACT is made effective on February 1, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and **EVERGREEN OIL, INC.** ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Hazardous Waste Removal Services

District requires Hazardous Waste Removal Services. In order to obtain Hazardous Waste Removal Services, the District issued an Invitation for Bids, dated December 10, 2003 setting forth specifications for such services. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of Hazardous Waste Removal Services desired by the District and whose principal place of business is 6880 Smith Avenue, Newark, California. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Hazardous Waste Removal Services, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On January 23, 2004 District selected Contractor as the lowest responsive, responsible bidder to provide Hazardous Waste Removal Services. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents 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 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bid" dated December 10, 2003.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Hazardous Waste Removal Services signed by Contractor and dated January 6, 2004.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period thereafter. At the option of the District, this contract may be renewed for four (4) additional one (1) year terms under the same terms and conditions with any cost increases limited to the annual percentage change of the Consumer Price Index for the San Francisco, Oakland, San Jose Area. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$12,000 for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$12,000 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records, work accomplished, date work accomplished, personnel used, and amount billed. Expenses shall only be billed if allowed under the contract.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, 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 the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. The District shall pay no expenses unless specifically allowed by this contract.

5. 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.

DISTRICT
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR
Evergreen Oil, Inc.
6880 Smith Avenue
Newark, CA 94560
Attention: Vice President

6. 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 it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR—EVERGREEN OIL, INC.

By _____
Gary B. Colbert
Vice President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2003
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: CONSIDERATION OF CALL STOP AUDIT REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting staff was authorized to conduct quarterly call stop compliance audits.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- On July 25, 2003 the base programming of the Talking Bus was completed and implemented. There are 48 bus routes, approximately 1,050 bus stops and 3,622 call stops.

III. DISCUSSION

At the November 2001 Board of Directors meeting staff was authorized to conduct quarterly call stop compliance audits. Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit. Robert S. Bortnick & Associates was authorized 100 hours to conduct a survey at a cost of \$5,000.00 each quarter.

On July 25, 2003 the Talking Bus was activated on all routes encompassing 3,622 programmed call stops (trigger points). The Transit District has 48 routes serving approximately 1,050 bus stops. Each route has independent trigger points and call stops taking the number of programmed call stops and trigger points to 3,622.

A summary of the call stop audit results are:

	April - May 2002	August 2002	November 2002	February / March 2003	April / May / June / July 2003	July – August – September 2003	October/ December 2003
Call Stops observed	194	218	232	436	88 – Boardings	2,418	2,596
Call stops announced	186	190	232	398	88 – Operational Systems	2,305	2,558

Call stops not announced	8	28	0	38	0***	113*	38
Percent of call stops completed	96%	88%	100%	91.3%	0***	95.3%	95.8%
Percent of call stops not completed	4%	13%	0%	8.7%	0***	4.7%	1.5%

IV. FINANCIAL CONSIDERATIONS

Randomly conducted call stop compliance audits cost approximately \$20,000 per year.

V. ATTACHMENTS

Attachment A: Table of Results from Robert S. Bortnick & Associates dated October 02, 2003.

ROBERT S. BORTNICK & ASSOCIATES
PRIVATE INVESTIGATION

CRIMINAL/CIVIL
CA. LIC. NO. PI11733

136 VERNON STREET
SANTA CRUZ, CALIFORNIA 95060
TELEPHONE (831) 423-5122
FAX (831) 459-0430
E-MAIL: BortnickPI@aol.com

January 5, 2004

Santa Cruz Metropolitan Transit District
Bryant Baehr, Manager of Operations
1200 River Street
Santa Cruz, CA 95060

RE: ADA Call Stop Survey (October-December 2003)

Dear Mr. Baehr,

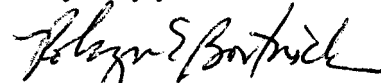
Enclosed are the results of the call stop survey for the above referenced quarter.

This report contains the following information;

1. A brief statistical summary of the results of the survey.
2. A brief explanation of the codes used to describe observations of interest made while aboard indicated routes.
3. Route information and descriptions of the only three operators who did not have ID patches visible on their uniforms.
4. The Stop Announcement Report pages provided by you, completed by our investigator at the time of each boarding, which note operator ID numbers, bus numbers, approximate times of boardings, stop announcements made and missed, and any brief notes taken at the time.

If you have any questions regarding any part of this report, please do not hesitate to contact me.

Very truly yours,



Robyn E. Bortnick
Investigator

REB/encl.

Statistical Summary

Total number of trips surveyed _____ 81
Total trips where buses computer equipped _____ 81 (100%)
Total number of call stops surveyed _____ 2,596
Total number of call stops made _____ 2,558 (99%)
Total number of call stops missed _____ 38 (1%)

Incidents involving Operators not wearing ID patches:

12/31/03 10 UC High Street – Bus#2226 – 11:55 AM

12/24/03 55 Rio Del Mar – Bus#9804 – 2:30 PM

12/06/03 69W Cabrillo/Watsonville – Bus#2225 – 12:37 PM

12/28/03 71 Clifford/Watsonville – Bus#2226 – 11:45 AM

Key to codes

Number of Trips

A = audio failure	1
C = operator change (mid-route)	4
D = light board display failure	2
E = early calls (at or nearer prior stop)	33
F = talking bus system failure	2
I = no operator ID badge visible	4
L = late calls (bus already passing stop)	3
U = unlisted stop announced (not on report)	4
V = volume fluctuations (stop-to-stop)	9

Route 35 and Route 71 codes:

i/b = in bound o/b = out bound
bb = Big Basin bc = Boulder Creek
cc = Country Club ga = Glen Arbor
h9 = Highway 9 mt = Mountain Store
art = Arthur cliff = Clifford
crest = Crestview penn = Pennsylvania

<u>ROUTE OPERATOR</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTE</u>
2		15		1	
2		28		1	E
3A		38		0	V
3A		40		0	
3B		25		0	V
12B		23		3	E, L
10		34		0	E
10		22		0	I
13		35		0	D, E
15		29		0	V, A
16		27		0	
16		28		0	
19		38		0	
19		21		0	
22		7		0	E
31		21		0	
31		18		0	U
31		18		0	U
32		4		11	F
32		18		0	U
35A h9/cc		36		0	V
35A ga/cc		42		1	
35A ga/mt		47		0	
35 ga/mt		38		0	E
35 h9/bc		31		0	
35 i/b		36		0	C, E
35 i/b		32		0	
35 i/b		32		0	
35 i/b		28		0	
35 i/b		35		0	
40 o/b		12		0	E
40 i/b		14		0	E
40 o/b		11		0	E
40 i/b		14		0	E
41 o/b		30		6	
41 i/b		26		0	
52		23		1	
52		24		0	

ROUTE OPERATOR BUS # DATE CALLSMADE CALLSMISSED NOTE

55		24	0	L, U, I
65 o/b		33	0	V
65 i/b		27	0	
65 o/b		33	0	E
65 i/b		27	0	
66 o/b		30	2	V
66 o/b		32	0	E
66 i/b		20	0	
66 i/b		26	0	E
67 i/b		21	1	E
67 i/b		22	0	
67 o/b		23	0	E
67 o/b		23	0	
69 i/b		15	1	V
69 o/b		20	0	E
69 o/b		20	0	E
69 i/b		18	0	D
69A i/b		38	1	E, V
69A o/b		41	0	E
69A i/b		18	0	
69A o/b		20	0	E
69A		37	1	
69W o/b		39	1	E, C, I
69W i/b		37	0	
69W o/b		38	2	E
69W i/b		38	0	
69W o/b		20	0	E
70 i/b		20	0	E
70 o/b		24	1	E
71 o/b cliff		74	0	V, E
71 o/b cliff		74	0	E, I
71 i/b cliff		74	0	
71 i/b cliff		75	0	
71 i/b crest		65	0	E
71 i/b crest		47	1	
71 o/b crest		70	0	E
71 o/b crest		65	1	
72		26	0	C
73		38	0	
75		58	2	C, E
75		61	0	
79		44	0	E, L
91		3	0	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF REPORT ON UCSC COMPREHENSIVE TRANSIT STUDY BY URBITRAN ASSOCIATES, INC.

I. RECOMMENDED ACTION

That the Board of Directors consider a report from Urbitran Associates, Inc. on the UCSC Comprehensive Transit Study

II. SUMMARY OF ISSUES

- UCSC secured a federal planning grant to do a Comprehensive Transit Study of the service provided to Students, Faculty and Staff.
- Urbitran Associates, Inc. was selected to perform the study, which was initiated in April of 2003.
- The study involved an analysis of existing conditions, comprehensive surveys of users and stakeholders, and discussion groups held with users.
- Comparisons were also examined to evaluate the performance of both the University Services and the METRO Services to UCSC.
- At the Board Meeting, representatives from both the University and the consultant will be available for a presentation.

III. DISCUSSION

In May of 2003, UCSC undertook a year long Comprehensive Transit Study that was to take a look at the interaction between both the UCSC Shuttle Service and Santa Cruz METRO. This study was financed through an \$80,000 federal transit-planning grant from the Federal Transit Administration. The study was an attempt to evaluate the system after the implementation of bi-directional service and to see if there are ways to improve the service during these times of limited resources.

The firm of Urbitran Associates, Inc. was hired to undertake the study. As part of the data gathering activities, they interviewed a variety of stakeholders, spent time at various bus stops to conduct spot surveys of riders, and undertook a comprehensive on-board survey of users.

The transit system serving UCSC is composed of the TAPS Shuttles which primarily serve intra-campus fixed route service, some off-campus shuttles and disabled van services. METRO buses provide a connection to and from the campus, but as they pass through the campus, they compliment the service provided by TAPS. Annually TAPS provides 1,713,889 rides and METRO provides 1,927,950 rides.

Of significant interest is the fact that in a survey of 30 major University Transit Systems, the combined METRO/UCSC Services are significantly more productive, almost 50% greater than the national average. The table below summarizes the information:

PERFORMANCE INDICATORS

	Operating Cost per Hour	Operating Cost per Passenger Trip	Passenger Trips per Hour	Average Speed (miles per hour)	Passenger Trips per Student Population
National Mean	\$43.25	\$1.50	38.9	11.2	100.9
UCSC all*	\$52.61	\$0.91	58.0	11.2	269.2
TAPS	\$47.82	\$0.98	48.7	9.9	125.9
METRO	\$58.61	\$0.84	69.6	12.9	143.3

* Campus Bound Routes only

At the Board Meeting, representative(s) from the University and the Consultant will be available to make a presentation regarding their recommendations.

IV. FINANCIAL CONSIDERATIONS

There are no direct financial impacts from the study. Any implementation strategies will have to be evaluated for cost implications.

V. ATTACHMENTS

Attachment A: UCSC Comprehensive Transit Study Technical Memorandum #1 and #2 Summary

Attachment B: Recommendations and Implementation Plan Final Report

NOTE: Attachments A & B were distributed to the Board only. You may view this report on line at <http://www.scmttd.com/bdhome.html> and go to the “full Board Agenda Packet with Staff Reports” link.

UCSC Comprehensive Transit Study Technical Memorandum #1 and #2 Summary

Technical Memorandum #1 largely documented existing conditions relevant to transit at UCSC. This included a profile of pertinent characteristics of the University, such as enrollment trends, classroom locations, capacity and schedules, etc., as well as a profile of both campus shuttles and METRO's university routes. In the early stages of this study, several public involvement exercises were employed, and the results are described in the first Technical Memorandum. These included interviews with key University, City, and regional stakeholders, focused discussion groups with students, and oral surveys conducted with students intercepted at bus stops. Technical Memorandum #1 concluded by establishing goals and objectives informed by the results of the public outreach process and by the project steering committee.

The following are highlights of Technical Memorandum #1:

- Student enrollment is growing rapidly and is expected to continue to grow.
- Approximately 11,000 University affiliates live off-campus, 75% within the city of Santa Cruz.
- UCSC TAPS operates 3 daytime circulators, 3 nighttime circulators, and 4 special services.
- METRO operates 7 routes that make regular stops on campus
- TAPS provide 1.7 million annual trips; METRO's University routes provided 1.9 million annual trips.
- Public input indicated:
 - Most users experience overcrowding on buses regularly or occasionally.
 - There is a desire for more bus service on Western Drive and the far west side.
 - Bus operational issues exist, including congestion on campus caused by both pedestrian and automobile traffic.
- Major goals identified were:
 - Make existing bus system more efficient and effective without negatively impacting passengers.
 - Ensure comprehensive transit connections between UCSC campus and off-campus destinations.
 - Optimize mobility and sustainability by providing transit in a way that balances it with other modes and offers multimodal connections.
 - Modify transit system to take into account current and future demand.

Technical Memorandum #2 provided the results of a comprehensive transit survey as well as several analyses related to transit at UCSC. The results from the survey and analyses helped to further identify and focus on issues that need to be addressed. There

were four components to the survey: surveys were distributed to passengers on TAPS Night and Day campus shuttles, METRO University routes, “Night Owl” routes, and an on-line survey was made available to users and non-users alike. Subsequent chapters were devoted to a performance analyses which used existing data to characterize each of the University routes, a statistical comparison of the UCSC transit systems with other University systems around the country, a congruency analysis that used GIS mapping to evaluate the coverage of existing routes as compared with residential locations and key University transit generators, an examination of innovative transit practices at Universities around the country, and an assessment of TAPS Disability Van Services.

The following are highlights of Technical Memorandum #2:

- On-board and Online Surveys indicated:
 - Users are generally satisfied with transit service.
 - Areas of concern were Route 20 frequency, general night/weekend service frequencies, and need for additional service between 9 and 10 AM.
 - Night Owl riders are predominately freshman and sophomores; very few are aware of or use dial-a-ride option.
- Day Perimeter and Day Core are high performers for TAPS; night shuttles are less productive.
- All University METRO routes perform well; Routes 13, 15, and 16 are outstanding
- METRO and TAPS compare very favorably with major University system averages, particularly in passenger trips per student population.
- Congruency Analysis showed:
 - Far Westside area served by infrequent Route #20 is densely populated with UCSC affiliates.
 - Aptos connection to Campus could be improved.
 - No direct service from University to two major shopping generators: Costco and Capitola Mall.
- METRO and TAPS compare very favorably with Major University system averages, particularly in passenger trips per student population.
- Successful examples from other University transit systems were found in the following areas:
 - Accommodating heavy peak demand
 - Effective websites
 - Serving off-campus sites
 - Off-campus park and ride shuttles
 - Bicycle-Bus intermodal connections
- Recommendations for Disability Van Service are:
 - Formalize and publicize policies
 - Track cancellations, no shows, trip denials, and late pickups
 - Ensure that capacity exists for occasional riders

UCSC Comprehensive Transit Study

Recommendations and Implementation Plan Final Report

U R B I T R A N **R** E P O R T



Presented to
University of California, Santa Cruz
Transportation and Parking Services

Presented by
Urbitran Associates, Inc.

In Association with
RLS & Associates, Inc.

The preparation of this report has been financed, in part, through a grant from the U.S. Department of transportation, Federal Transit Administration, under the Transportation Equity Act for the 21st Century.

January 2004

UCSC Comprehensive Transit Study

Final Report:
Recommendations and Implementation Plan

January 2004

Submitted to:
UCSC Transportation and Parking Services

Prepared by:
Urbitran Associates, Inc.

In Association with:
RLS and Associates, Inc.

The contents of this report reflect the views of the Collaborating Institution, the University of California Santa Cruz, which is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or the policy of the U.S. Department of Transportation (U.S.DOT). Acceptance of this report by the U.S. DOT, or by AMBAG, as the designated pass-through agency, does not in any way constitute a commitment on the part of the United States.

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Chapter 1 Introduction

Based on data collected and analyses performed in Technical Memorandum #1 and Technical Memorandum #2, this report provides recommendations and an implementation plan.

Included in this final report is a final technical analysis (Chapter 2) that provides a projection of likely future transit demand. This step is important to provide a basis for future suggestions related to capital improvements.

The recommendations section (Chapter 3) is comprised of two parts. The first part makes detailed service recommendations that respond to current issues and needs. The second part indicates a number of transit-related vehicle, infrastructure, and technology investments that the University should consider in coordination with its LRDP planning process. This will ensure the viability and effectiveness of transit in the future as the University grows.

This report concludes with an implementation plan that details the operating and funding requirements for the short term service recommendations and points to necessary steps towards implementation of longer term capital improvements. In this report short-term improvements are defined as service related improvements that could be implemented in the next two years (2004 and 2005). Long-term improvements require significant capital investments and could not be implemented before 2006, and in many cases would require an even longer time frame.

Chapter 2 Future Demand Projections

Transit demand projections were developed to point to future vehicle and capital needs related to University-based transit services. In that sense, the projections guide the capital recommendations presented in Chapter 3. The future demand projections are based on peak hour bus loads, as observed at maximum load points entering into and on the perimeter of campus. Although current service patterns are not set in stone and may change in the future, this analysis provides an indication of the number of bus trips required during the peak hour for both TAPS services and METRO services in the present and the future.

2.1 Data Collection and Future Assumptions

In order to determine current transit demand for external and internal UCSC trips, busload observations were conducted on Thursday, November 20, 2003 from 9 AM to 4 PM at three bus stop locations – Porter/College 8, Social Sciences, and the intersection of Bay and High Streets. Surveyors recorded the number of passengers on each bus as it left the stop in question. Observations were made in both directions. Appendix A presents the results of this.

Demand can be divided into two categories, internal to the UCSC main campus and external demand to and from the campus. The hour of peak demand for each type of ridership was determined based on observations. This was 9:15 AM to 10:15 AM for internal travel (1,245 passengers in both directions) and 1:45 PM to 2:45 PM for external trips (594 passengers leaving campus). This data appeared to be consistent with general ridership patterns and peaks observed at other dates by the consultant team and TAPS. The hour of peak demand is important because it determines when vehicle needs are greatest. It should be mentioned that within the hour of heaviest demand there is a pronounced “peak within the peak” during twenty-minute class changeover times. In addition, these times vary from Monday/Wednesday/Friday to Tuesday/Thursday. Bus delays as a result of campus pedestrian and automobile traffic are also at their worst during class change periods. All of this makes meeting demand especially difficult at UCSC.

The next step was to obtain future enrollment and employment assumptions adequate for projecting peak hour demand from the collected data. UCSC provided assumptions related to student enrollment, employees working on the main campus, and on-campus housing capacity for future years when enrollment reached 17,500 and 20,000. These enrollments levels are expected to be attained in 2010-2011 and 2020-2021, respectively.

The future scenarios are presented in Table 2-1 below. To generate projections of students living on and off campus, the number of projected on-campus beds was applied to total enrollment. It is important to note that for 2010-2011 the number of students expected to live on campus will grow at a rate faster than enrollment as a whole, which translates into less students living off-campus than now. This is based on the assumption that new residential colleges will be constructed in the Upper Campus area.

Although parking cost and availability is another factor that will affect mode share and therefore affect transit demand, the future of parking at UCSC is highly uncertain for solid assumptions to be made. However, a latent demand factor incorporated into this analysis (see Section 2.2) would include the effects of future parking constraints and fee hikes.

Table 2-1: Current and Projected Student and Employee Populations

	Current	2010 Enrollment (17,500)		2020 Enrollment (20,000)	
		Projected	Projected Change *	Projected	Projected Change *
Students residing on-campus	5,484	9,516	74%	10,082	84%
Students residing off-campus	9,116	7,984	-12%	9,918	9%
Total Students	14,600	17,500	20%	20,000	37%
Employees working on-campus	3,540	3,880	10%	4,421	25%

*Change is based on current year population

2.2 Methodology

The following steps were taken in order to use the assumptions above to project demand for external and internal trips for the two future projection year scenarios.

External Demand

1. Peak hour demand was divided into student and other riders, in proportions based upon data obtained through the METRO on-board survey.
2. The projected change in students residing off-campus was applied to existing student demand (under the assumption that only off-campus student residents have significant demand for external trips¹).
3. The projected change in employees working on campus was applied to existing “other” demand.
4. The projected student and other demand were summed for total projected demand.

¹ It is true that students living on-campus utilize METRO and TAPS to get to off-campus destinations. However, during times of peak demand (i.e. when classes are in session) this is not a significant component of demand.

Internal Demand

1. Peak hour demand was divided into student and other riders, in proportions based upon data obtained through the Campus Shuttle on-board survey.
2. The projected change in total student enrollment was applied to existing student demand (under the assumption that both on-campus and off-campus student residents have demand for internal trips).
3. The projected change in employees working on campus was applied to existing “other” demand.
4. The projected student and other demand were summed for total projected demand.

The above methodology is based only on changes in population and may result in a conservative projection of future demand. Essentially it assumes a consistent mode share for transit. However, it is possible that other factors will impact transit mode share positively. Some of these factors include: decreased availability and high cost of parking, traffic congestion on and around campus, capital projects to improve the speed and attractiveness of transit, bus capacity improvements leading to a reduced number of vehicle “passbys”, and construction of new University buildings in the North Campus area.

Given the uncertainty of all these factors, it is not feasible to individually and explicitly take them into account. However, taking all these factors into consideration, it stands to reason that latent demand may be up to 20% higher than actual ridership, and future changes that benefit transit as a mode will allow that latent demand to become actual demand. For this reason a range of projected demand is presented, from a minimum based on solely on population changes to a maximum that is 20% greater.

2.3 Projected Peak Hour Demand

Results for internal peak hour demand are presented below in Table 2-2. The projections show that by about 2010 there will be a peak load requirement of at least 1,484 and up to 1,781 for bus passengers to and from destinations within the UCSC campus during the peak hour. This is an increase of 19% to 43% over current conditions. At an enrollment of 20,000, internal peak hour demand is projected to increase to between 1,695 and 2,034, or from 36% to 63%.

External demand projections show a less pronounced increase, due to the projected growth in on-campus housing. Baseline projections actually show a decrease in demand in 2010-2011, but a small increase may be achieved if latent demand is captured. In the 2020-2021 period, an increase in demand of 10% to 32% is projected to occur.

Table 2-2: Results of Peak Hour Demand Projections

	Actual	Projected			
	2003-2004	2010-2011	Change	2020-2021	Change
Total Enrollment	14,600	17,500	20%	20,000	37%
Peak Hour Internal Student Demand	1,180	1,388 to 1,666		1,586 to 1,903	
Peak Hour Internal Other Demand	89	96 to 115		109 to 131	
Total Internal Demand	1,245	1,484 to 1,781	19 to 43%	1,695 to 2,034	36 to 63%
Peak Hour External Student Demand	546	479 to 575		595 to 714	
Peak Hour External Other Demand	48	52 to 63		59 to 71	
Total External Demand	594	531 to 638	-11 to 7%	654 to 785	10 to 32%

2.4 Implications of Projected Peak Hour Demand on Vehicle Requirements

In order to meet the projected future demand for services during the peak hour, additional transit capacity will be necessary. Appendix B describes current vehicle fleet information for both TAPS and METRO. It should be noted that both fleets include vehicles approaching the end of their useful lives. These vehicles will need to be replaced in the coming years. Additional capacity can be reached through a number of methods, which may include increasing the number of vehicles in service, purchasing larger vehicles, utilizing seating plans that provide more capacity, or any combination of these methods. Issues associated with different types of vehicles and their potential use at UCSC are discussed in greater detail in Chapter 3.

In this section, future capacity needs are estimated based upon projected growth in demand. Separate scenarios involving different combinations of vehicle types are provided for internal and external travel.

Vehicle Capacity

Each of the different vehicles proposed for use in each of the scenarios below has a different capacity. Estimated capacities for each vehicle type are based on seating capacities plus estimated standing capacity with a full load. However, it is important to emphasize that this is not a “crush load”, but rather the amount of passengers that can be accommodated in a reasonable fashion. TAPS provided the capacity for its 30’ buses, which is higher than typical because of its full perimeter seating, allowing a higher proportion of standees. For 30’ and 35’ buses, estimates were made based on the best information possible.

METRO has a variety of bus types and seating plans, and acknowledges that its traditional passenger standard of 150% of seating is not applicable to its newer low floor vehicles. Lacking a standard, we used the high end of typical capacity ranges provided in the *Transit Capacity and Quality of Service Manual* for vehicles of 35’, 40’ and 60’ (see Appendix C). The high end of these ranges were used in recognition that both TAPS and METRO are likely to purchase vehicles with perimeter seating plans, which can accommodate more than the traditional number of passengers.

- Cutaway – 32 passengers
- 30’ bus – 50 passengers
- 35’ bus – 60 passengers
- 40’ bus (low floor) – 70 passengers
- 60’ articulated bus – 120 passengers

It should be noted that vehicle scenarios involving articulated vehicles (60’), though they would reduce operating costs, would also require extending the length of bays at bus stops, as well as new maintenance and fueling infrastructure at the METRO bus facility, both of which may involve significant costs. This and other implications of these scenarios on campus infrastructure are discussed in Chapter 3.

External Vehicle Requirements

Current external peak hour trip capacity is shown in Table 2.3 and based on observations made at the maximum load points for University METRO trips. Current conditions are shown in Table 2-3. Based on observations, 15 40’ METRO vehicles provide capacity for 1050 passengers.² To put this in perspective, METRO as a whole has a fleet of 111 vehicles, with a system peak requirement of 83 (see Appendix B).

Table 2-3: Current External Peak Hour Vehicle Deployment and Capacity

Vehicle Type	Number of Vehicle Trips	Number of Vehicles Required	Vehicle Capacity	Total Capacity
40’	15	15	63	1,050

The ranges of estimated percentage growth in demand from Section 2.3 were applied to current peak hour capacity to provide an indication of future capacity needs. This includes for both 2010-2011 and 2020-2021 a low- and high-end capacity need estimate corresponding to the low- and high-end demand estimations.

² This is considerably greater than the measured peak hour demand because there is heavy “peak of the peak” demand within that hour which must be accommodated now and in the future.

To fulfill those capacity requirements, two vehicle scenarios were defined, as follows:

- Scenario 1 – All METRO buses are 40’
- Scenario 2 – Approximately 50% of METRO buses are 40’ and 50% are 60’ articulated buses

The result of applying these scenarios to future capacity needs is shown Table 2-4.

Table 2-4: Minimum Vehicle Requirements to Meet External Demand

	2010-2011		2020-2021	
	Low Estimate	High Estimate	Low Estimate	High Estimate
External Demand	935	1,124	1,155	1,386
Vehicle Scenario 1	13 40’	16 40’	16 40’	20 40’
Vehicle Scenario 2	5 40’, 5 60’	6 40’, 6 60’	6 40’, 6 60’	8 40’, 7 60’

Internal Vehicle Requirements

A similar methodology was used to project vehicle requirements for internal transit trips. This includes both TAPS shuttles and METRO routes. Current capacity needs were estimated by applying current peak hour capacities based on observations made at maximum load points in each direction on campus. Current conditions are shown in Table 2-5.

It is important here to make a distinction between vehicle trips and vehicle requirements. Due to the short cycles of the campus shuttles, a single vehicle can provide more than one trip per hour. This was taken into account in the estimation of internal vehicle requirements by converting vehicle trips into vehicles as appropriate. Currently, 32 vehicles provide capacity for 2792 passengers.³ As indicated in Appendix B, TAPS currently has a fleet of 14 cutaways and 17 30’ buses. Many of these cutaways are used for routes which do not pass by maximum load points, such as the core express and premium shuttles, and are therefore not reflected in Table 2-5.

As with external trips, the ranges of estimated percentage growth in demand for 2010 and 2020 were applied to current peak hour capacity to provide an indication of future capacity needs. This is shown in Table 2-6.

³ This is considerably greater than the measured peak hour demand because there is heavy “peak of the peak” demand within that hour which must be accommodated now and in the future.

Table 2-5: Current Internal Peak Hour Vehicle Deployment and Capacity

Vehicle Type	Number of Vehicle Trips	Number of Vehicles Required	Vehicle Capacity	Total Capacity
Cutaways	6	2	32	192
30' vehicles	32	16	51	1,550
40' vehicles	15	15	63	1,050
Total	52	32		2,792

Four hypothetical vehicle scenarios were developed to provide different ways of providing the necessary capacity for 2010 and 2020. The internal scenarios incorporate the METRO vehicle requirements calculated for external travel.

- Scenario 1 – 40' METRO bus trips as dictated by external demand; approximately 10% bus trips by cutaway TAPS vehicles, remainder by 30' TAPS buses.
- Scenario 2 – 40' METRO bus trips as dictated by external demand; approximately 10% bus trips by cutaway TAPS vehicles, remainder by 35' TAPS buses.
- Scenario 3 – 40' METRO bus trips as dictated by external demand; approximately 10% bus trips by cutaway TAPS vehicles, remainder by 40' TAPS buses.
- Scenario 4 - 40' and 60' METRO bus trips as dictated by external demand; approximately 10% bus trips by cutaway TAPS vehicles, remainder by 30' TAPS buses.

The result of applying these scenarios to future capacity needs is shown Table 2-6.

Table 2-6: Minimum Vehicle Requirements to Meet Internal Demand

	2010-2011		2020-2021	
	Low Estimate	High Estimate	Low Estimate	High Estimate
Internal Demand	3,322	3,993	3,797	4,551
Vehicle Scenario 1	2 cutaways, 22 TAPS 30', 13 METRO 40'	3 cutaways, 26 TAPS 30', 16 METRO 40'	3 cutaways, 24 TAPS 30', 16 METRO 40'	3 cutaways, 29 TAPS 30', 20 METRO 40'
Vehicle Scenario 2	2 cutaways, 19 TAPS 35', 13 METRO 40'	2 cutaways, 22 TAPS 35', 16 METRO 40'	2 cutaways, 21 TAPS 35', 16 METRO 40'	2 cutaways, 24 TAPS 35', 20 METRO 40'
Vehicle Scenario 3	2 cutaways, 16 TAPS 40', 13 METRO 40'	2 cutaways, 19 TAPS 40', 16 METRO 40'	2 cutaways, 18 TAPS 40', 16 METRO 40'	2 cutaways, 21 TAPS 40', 20 METRO 40'
Vehicle Scenario 4	2 cutaways, 22 TAPS 30', 5 METRO 40', 5 METRO 60'	2 cutaways, 26 TAPS 30', 6 METRO 40', 6 METRO 60'	2 cutaways, 25 TAPS 30', 6 METRO 40', 6 METRO 60'	3 cutaways, 29 TAPS 30', 8 METRO 40', 7 METRO 60'

2.5 Conclusions

Although numerous assumptions were utilized to facilitate this analysis, the foregoing chapter illustrates the impact of University growth on the demand for transit and the fleet requirements for service to meet demand. **Clearly, the University must plan for significant increases in transit demand,** and must consider carefully options for meeting that demand. This is particularly the case for internal transit trips. While demand for trips to and from the UCSC campus will be moderated by the expected large increases in on-campus housing, the pace of enrollment and the demand for internal circulation for all University affiliates will ensure that there is a continuing **need to increase capacity.** The following chapter includes recommendations that are both responsive to existing capacity issues as well as long-term concerns highlighted by the results of this analysis.

Chapter 3 Recommendations

In order to best serve UCSC and meet the goals established for this study, transit-related recommendations have been divided into specific service improvements responding to current conditions and future capital investments that would enhance the transit environment as UCSC grows. Service recommendations include those that could be accomplished with existing resources, and those that may require both additional operating funds and additional peak vehicles. In all instances these are considered short-range recommendations, insofar as they could conceivably be implemented in the next two years (2003-2004).

The category of capital improvements is developed with the recognition that the University and demand for transit is growing rapidly and that there may be a need for infrastructure improvements. Based on the demand projections presented in Chapter 2, several infrastructure improvements that would be necessary to meet demand are discussed.

3.1 Issues

Important issues were identified through comments made at public meetings, analysis of collected background data, and the on-site observation of UCSC and METRO transit service in the campus and immediate vicinity. These include current service issues that relate to operations, routes and schedules, passenger activity, and overall service design, as well as issues that relate to future vehicle and infrastructure needs.

Service Issues

- Crush loads during class change times
- More service may be warranted between campus and the far Westside, including the off-campus residents and administrative locations along Western Drive
- Need to better serve off-campus administrative units and Long Marine Campus on the Westside of Santa Cruz
- Lack of direct bus service between Capitola/Aptos/Soquel and Main Campus
- Layovers at Quarry Plaza inconvenience some users
- No direct transit access to some student shopping generators (e.g., Capitola Mall, Costco)
- Lack of direct bus service between Watsonville and Main Campus
- Day Core Express route is less productive than other day shuttles

- No direct transit connections between San Jose and UCSC campus
- There may be opportunities to further streamline Perimeter route

Future Vehicle and Infrastructure Issues

- Significant transit delays due to pedestrian movements on campus
- Utilizing larger vehicles may be an effective way of increasing capacity
- Increasing capacity may require lengthening pull-outs in some locations
- Bus preferential treatments on and off campus could speed transit travel times
- Additional investments that facilitate intermodalism should be explored

3.2 Service Recommendations

These recommendations were developed with limited ridership data, and prior to implementation on/off passenger counts by bus stop and trip, as well as a comprehensive running time check should be conducted.

UCSC Campus Shuttle

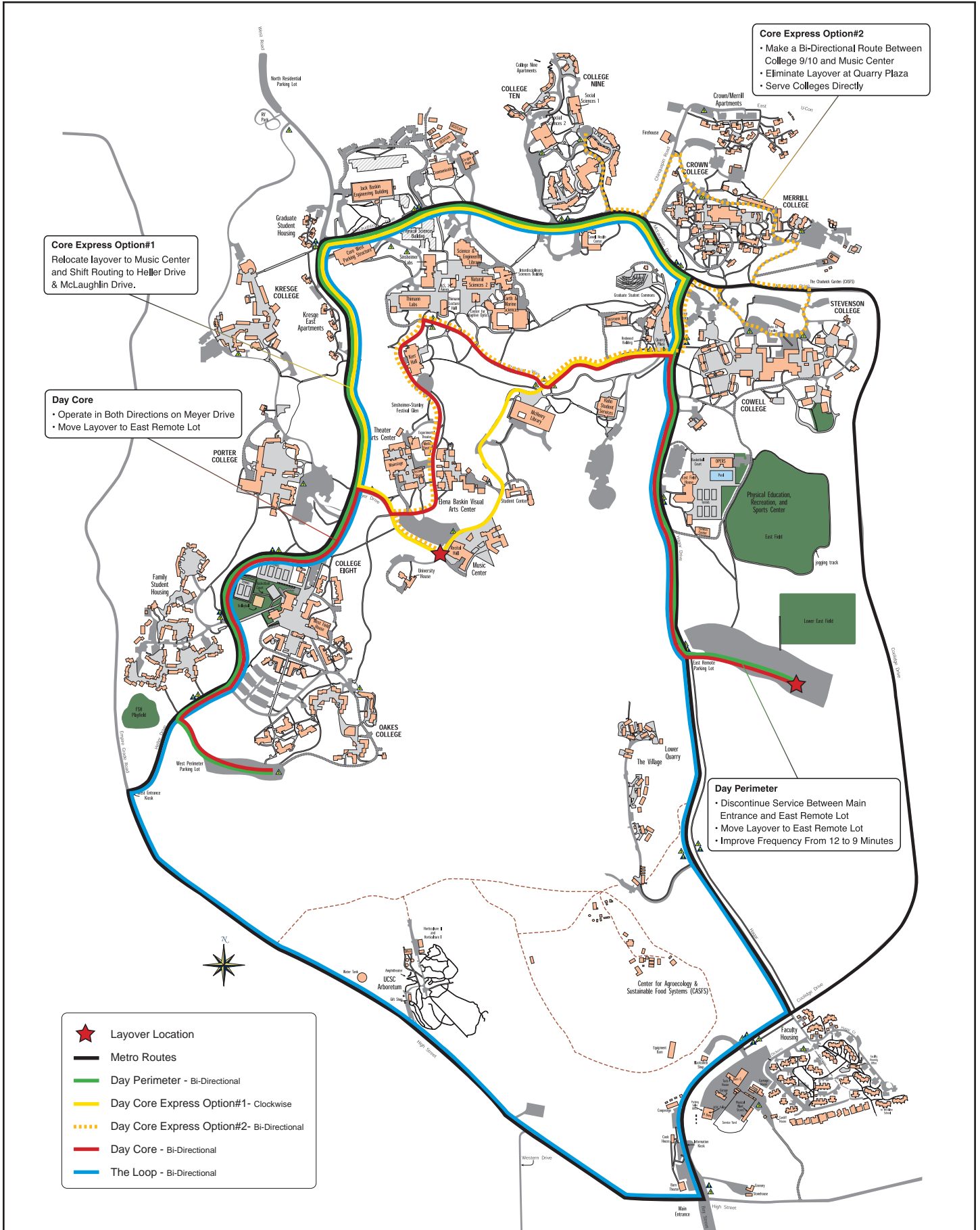
Figure 3-1 illustrates proposed changes to Campus Shuttle routes.

Day Perimeter

The Perimeter route is the most established of the UCSC campus routes. It carries the highest ridership and is allocated the most service of any campus route. The day and the night version of this route are virtually the same with different headways. During the day, headways are 12 minutes, while they are 10 minutes in the evenings before 10:00 PM. The route runs from 7:22 AM to 12:27 AM on weekdays and from 6:00 PM to 12:28 AM on Saturdays and Sundays. Ridership averaged about 4,700 passenger trips per day on weekdays in September when UCSC was in session.

The Perimeter route operates through the middle of the campus along Coolidge, McLaughlin, Hagar and Heller Drives. During peak times, vehicles are typically at capacity with crush standing loads. Service is supplemented during these times by four “tripper” buses to better serve these high demand times. These extra buses are also at capacity. The Perimeter route also serves the Main Entrance of UCSC where many passengers board. There is little development and passenger activity between there and the East Remote parking lot, a distance of just under one mile. With the start of the Loop route in September 2003, two routes now serve the Main gate stops. This duplication should be eliminated in order to improve the headways of the Perimeter route.

Figure 3-1: Proposed Changes to UCSC Main Campus Daytime Bus Routes



Running times vary significantly throughout the day on this route due to the heavy passenger loads during class change times. This presents a challenge in maintaining acceptable schedule adherence and consistent spacing of buses. A headway-based schedule is one method of maintaining consistent bus spacing. A clock or some other means of signaling departure times from the route’s starting location would be needed⁴

The following changes to the Perimeter route are recommended:

- The Perimeter route should operate between the East Remote Lot and West Remote Lot, discontinuing service between the Main Entrance and the East Remote Lot along Hagar Drive and Coolidge Drive. This is possible because the LOOP route now provides service south of the East Remote lot on Hagar Drive, as do numerous METRO routes.
- Eliminate the diversion and layover at Quarry Plaza, and move the layover to the East Remote Lot. The layover at Quarry Plaza serves no operational function for the route, and prevents passengers from making a through trip from the Westside of campus to stops between Quarry Plaza and the East Remote lot. In addition, the 30’ buses that are used on the Perimeter Route often have trouble negotiating the pull-in and pull-out at Quarry Plaza because of the parking that exists there.⁵ Also include two to three minutes of recovery time in the schedule at the West Remote lot, where there appears to be adequate space for buses to layover. Bathroom facilities must be provided for drivers at one or both of the Remote lots. This could consist of a portable toilet at the outset.
- Use the savings in running time to improve headways from 12 to 9 minutes.
- Consider operating headway-based schedules starting from the East Remote Parking Lot. This can include use of a “countdown clock” that allows drivers to time their departure based on when the previous driver left. In addition, this parking area will need to be reconfigured to include a staging area for buses that are not loading passengers. Using this approach, the layover is taken at the staging area, and all passenger boarding occurs at a separate terminal location.
- Consider using larger buses with a greater passenger capacity on this route (This is a recommendation that is dependent upon a capital investment and therefore would probably not be implemented in the 1 to 2 year timeframe discussed above - see section 3.2 for greater detail on large vehicles).
- Consider renaming Day Perimeter route. This would distinguish it from the Night Perimeter and prevent any confusion with the Loop route, which also serves the Perimeter of campus.

⁴ The Champaign-Urbana Mass Transit District at the University of Illinois uses a countdown clock in order to maintain a headway-based schedule. The heavy duty clock was installed at the layover point, and allows drivers to see when the last bus left and leave at a defined interval (e.g. 5 minutes) after that bus left, rather than at a specific point in time.

⁵ If Quarry Plaza is to remain a layover facility for all three day shuttles, removing parking for all but the handicapped at this location would improve bus operational conditions.

Loop Route

The Loop route began on September 22, 2003 to coincide with the start of the fall term. It is a very successful route that averaged slightly fewer than 4,500 passenger boardings daily over its first seven days of operation in September. It operates from 7:30 AM to 6:00 PM in both the clockwise and counterclockwise directions on a loop through the campus and periphery along Coolidge Drive, Hagar Drive, McLaughlin Drive, Heller Drive, and Empire Grade. Service is provided every 10 minutes in each direction using four buses.

Its success in attracting as many passengers in such a short time can be attributed to three primary factors. Because half of its trips run in a clockwise direction, it provides direct access to the Westside of the campus from the base of the campus and the East Remote parking lot. This can be a significant time savings for many students. It also does not enter the East Remote parking lot or Cowell Circle, but serves these locations from stops on Hagar Drive. This also reduces travel time for most passengers. Finally, this route does not layover at Quarry Plaza in the central part of the campus, which can be inconvenient for many passengers.

The following is recommended for the Loop Route:

- Continue to operate this new route as currently aligned, and monitor its operations and passenger activity.
- Along with the Day Perimeter route, consider using a higher capacity vehicle to address high passenger loads. (This is a recommendation that is dependent upon a capital investment and therefore would probably not be implemented in the one to two year timeframe discussed above - see section 3.2 for greater detail on large vehicles).

Day Core

The Day Core route is designed to serve the central portion of the campus that can be a lengthy walk from the main roads that are served by the Perimeter and the Loop routes. Small buses are used on this route since many of the streets used are narrow and hilly. It runs between the East and West Remote parking lots mostly on Meyer Drive, Steinhart Way, Heller Drive, and Hagar Drive. This route operates from 7:25 AM to 5:56 PM every 10 minutes on weekdays. Three buses are utilized on this route.

This route operates on a bi-directional basis with the exception of its Science Hill segment. This makes for a longer trip in one direction for passengers traveling to or from the Performing Arts and Music Center area. This is done to supplement service provided on the Perimeter and Loop routes at the Core West Parking Structure and other stops on Science Hill.

The following changes to the Day Core route are recommended:

- Operate Day Core in both directions on Meyer Drive past the Performing Arts Center and Kerr Hall. This will eliminate the one-way eastbound Heller Drive/McLaughlin Drive segment in the vicinity of Science Hill.
- Replace layover at Quarry Plaza with layover at East Remote Parking Lot.

Core Express

This route is a short one-way loop that is designed to connect academic buildings in the central part of the UCSC campus to each other and to the northeast part of campus, which includes several residential colleges. It serves the Music Center, Performing Arts complex, McHenry Library, Earth and Marine Sciences, Cowell Health Center, and Quarry Plaza. It runs every 15 minutes between 7:30 AM and 6:00 PM on weekdays. Due to the short length of the route it requires only one vehicle in order to maintain this frequency.

The route is currently a relatively poor performer. This is not surprising, as most of the trips one can make with it can also be made by other higher frequency routes or by walking short distances. The only unique trip it provides is between the Northern and Eastern residential colleges and the southern end of the academic core. Even this trip is interrupted by a lengthy layover at Quarry Plaza.

Two alternative options are proposed in order to improve ridership and productivity on this route. Both move the layover from Quarry Plaza. The first one attempts to further increase ridership by serving more of the Perimeter, including the Core West Parking Structure. The second one has as a goal a more tailored service for users traveling in between the north and west residential colleges and the southern academic core.

- Option #1 - Relocate Core Express layover location to Music Center and shift routing between Music Center and Science Hill from interior roadways to Heller Drive and McLaughlin Drive.
 - Eliminates the layover at the bookstore that makes it inconvenient to ride between northern and eastern colleges and the academic core. This places the layover at a natural terminus.
 - Provides additional capacity between Kresge/Core West Parking Structure and the eastern side of campus and may attract some additional ridership this way.
 - Replaces one-way Day Core routing on Heller and McLaughlin proposed to be shifted to Meyer Drive.
- Option #2 - Make Core Express a bi-directional route that operates between College 9/10 and the Music Center, pulling into College 9/10, Crown Circle, Stevenson College, and Cowell Circle, and travels via Steinhart Way to Kerr Hall and down to the Music Center. The extra time required to pull into all of the residential colleges would make this a 30-minute headway route.

- Eliminates the layover at the bookstore that makes it inconvenient to ride the bus into core from northern and eastern colleges. Places it at a natural terminus (College 9/10 and/or the Music Center).
- Helps address the lack of an eastbound stop at Crown College during the day by pulling into Crown Circle.
- Provides much improved service for students at Crown, Merrill, Cowell, and Stevenson (1947 residents in all) seeking to access south part of Academic Core, Library, and Music/Arts Centers.
- Removes the need for larger perimeter buses to provide Cowell Circle diversion
- Eliminates routing on much of congested McLaughlin Drive.
- Differentiates itself from other routes by providing daytime service that is almost “door-to-door”.

A potential third option could adopt aspects of both of the two options above (e.g., shift routing to Heller and serve north and east residential colleges directly). If performance of the route does not improve as a result of changes, it should be monitored for possible future elimination.

Night Routes

With its Night Perimeter, Night Core, and East Core routes, UCSC provides extensive coverage throughout the campus in the evenings. As can be expected, ridership productivity is lower during the evenings, especially for the Night Core and East core routes. One way to boost productivity is to eliminate one of the buses on the Night Core route. However, this would reduce the headway to 40 minutes, which is below standard for a campus shuttle route. Therefore, there are no recommendations to change this route or any other night routes at this time.

Bicycle Trailer

UCSC runs a bicycle carrier service between Mission Street and the campus. Two 14-passenger vans with a trailer in tow are used for this service. The pick-up location is on Mission near Olive Street, and the drop-off location is at Science Hill area north of McLaughlin Drive. A maximum of 14 bicycles and passengers are transported between these locations. This is a one-way service, as UCSC currently does not carry bicycles or passengers from the campus to the Mission Street bicycle storage location. Trips are provided every 15 minutes between 7:00 AM and 10:30 AM on weekdays.

A review of passenger/bicycle count data shows that nearly half of the trips are full and many passengers are currently being left behind. According to TAPS, a total of 35 passengers were left behind one day in September. Demand for this service clearly exceeds the level of service being provided. The service frequency should be improved and the operating hours extended.

The following recommendations are made:

- Extend service hours from 10:30 AM to 12:30 PM. This could be done on a trial basis and marketed in order to determine whether there is adequate demand.
- Add a van and trailer and improve service frequencies to 10 minutes between 9:00 AM and 12:00 PM.

TAPS has reported receiving some requests for an extension of the bike trailer to the east side of Santa Cruz, such as the Seabright area. This would require adding another vehicle just for that service. The Bike Trailer to the west side is generally at capacity and that vehicle would provide relatively long headways given the distance from Campus. It could be argued that the priority of the Bike Trailer is to bring students up the steep hill to Main Campus, and that its current southern terminus is already accessible by bike. This demand may be better served by creating a Bike Station near Metro Center with supervised bicycle parking, as discussed in Section 3.2 of this chapter.

Long Marine Lab Shuttle

UCSC operates a shuttle service between the Main Campus and the UCSC Marine Science Campus on the Westside of Santa Cruz. The purpose is to provide a way for students to access classes and labs. The bus schedule is changed each semester based on class schedules at the Marine Science Campus. It operates along Western Drive and other Westside local streets between these locations, but makes no local stops.

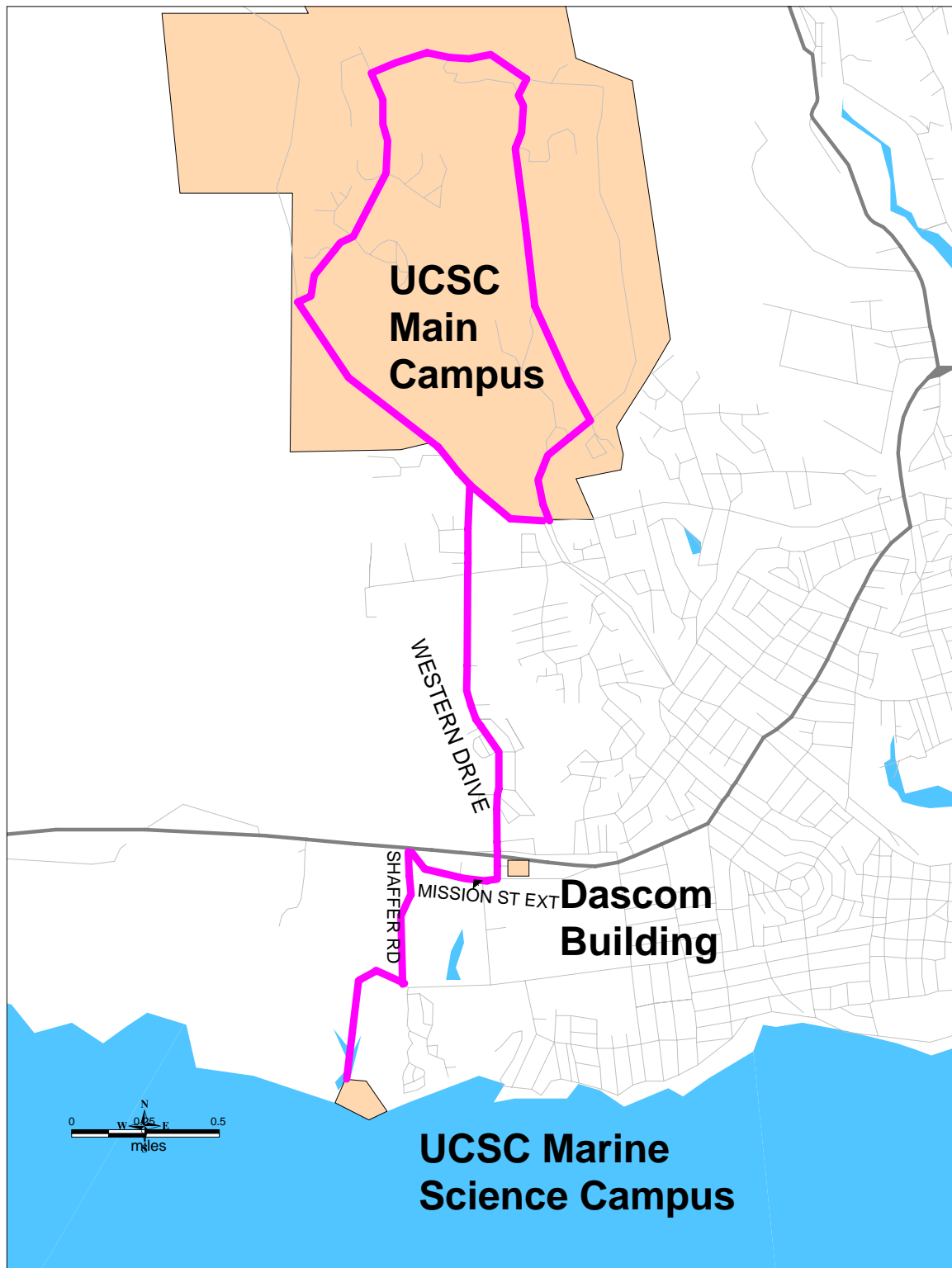
This route has very low ridership. There is a perception that it is not frequent and reliable. Public meetings and surveys have identified a need to improve transit service between the Westside and the UCSC campus. METRO has expressed the desire to reconfigure its Westside routes in order to improve service in the area.

Based on all of these considerations, an opportunity may exist to replace this specialized shuttle service with a route that serves multiple purposes, and therefore justifies increased frequencies. The following changes to the Marine Center shuttle are recommended:

- Create a regular route with a more consistent schedule that would make stops every two to three blocks along Western Drive and other streets between the UCSC campus and the Marine Science Center (see Figure 3-2).
- New route could operate on Shaffer Road to capture riders at the new Pacific Shores residential development.
- This route should operate during the weekdays from 7:00 AM to 6:00 PM and provide 30-minute headways during the weekday peak periods (9:00 AM to 4:30 PM) and 60-minute headways at other times that it operates.

Implementing this route would, along with additional route #20 service, provide overlapping service on Western Drive, thereby boosting frequencies in that area. In addition, administrative functions on and around Mission Street Extension would be served by both route #20 and this route. This route could also more effectively serve the

Figure 3-2: New Long Marine Lab Route



new Pacific Shores residential development on Shaffer Road than route #20, which must divert to serve it.

Regardless of who operates this route, funding could come from multiple sources, as the route serves several distinct markets, including UCSC affiliates living on the west side, users of the Marine Sciences Campus, administrative employees working in the area, and potentially Westside residents unaffiliated with UCSC. In particular, UCSC would need to re-evaluate its policy of free parking for Westside administrative offices. Placing parking at those sites under TAPS and charging an appropriate fee could help to fund this new service.

Implementation of this route (as well as an enhanced route #20 service) would need to be coordinated with the City of Santa Cruz's parking policy. Frequent Western Drive service will likely encourage students to seek parking on neighborhood streets convenient to bus stops, resulting in neighborhood objections. This potential problem would be addressed by the implementation of a citywide residential parking permit policy, which is currently being considered.

Westside Shopper Shuttle

This route operates on weekdays and weekends from 6:00 PM to 11:00 PM every 60 minutes. It runs between the UCSC campus and Mission Street to serve the shopping centers along that street. It begins at the Main Entrance of the campus and stops at all METRO bus stops, as well as the Outlook Apartments, Crown Circle, Cowell Circle and some others on campus.

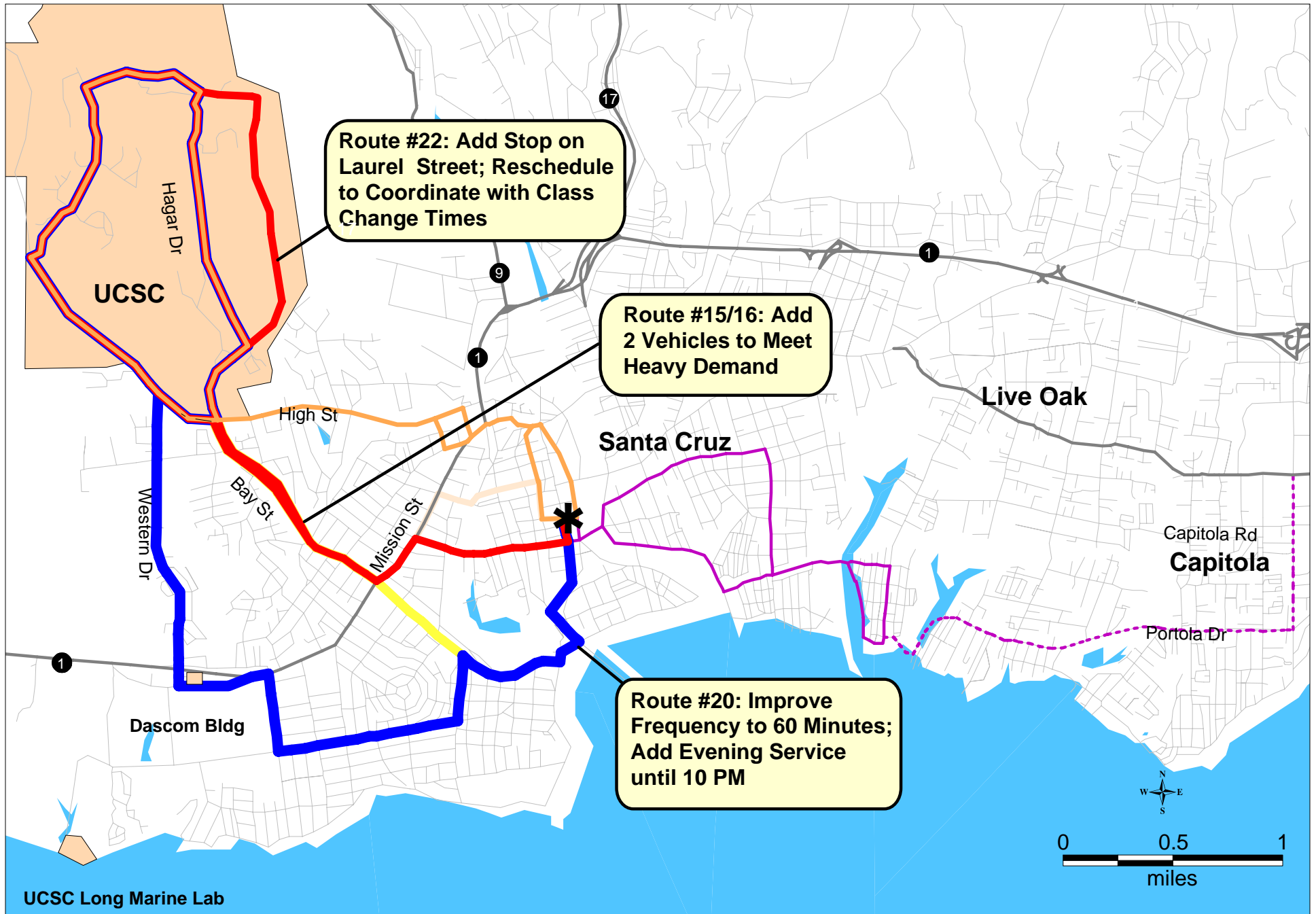
- UCSC should evaluate the potential of operating a shopper shuttle to the Capitola Mall. Initially, the shopper shuttle could operate to Capitola Mall one night per week on a trial basis, utilizing the vehicle which currently runs to Mission Street on that one night.

Campus residents wishing to reach the Capitola Mall can now do so by transferring to METRO routes 65, 66 or 67 at the Metro Center (Route 12 provides only one trip per day in each direction to the Capitola Mall at commuter times). Therefore, a UCSC shuttle there is not essential, but would rather provide a more direct, convenient trip, that should only be operated if taking away service from Mission Street once a week is not perceived to be too disruptive. A survey of current Shoppers Shuttle users would be helpful in this regard.

METRO Routes

Figure 3-3 shows proposed modifications to METRO university-based routes. These are also described below.

Figure 3-3: Proposed Changes to METRO Routes



Vary Schedules by Day of Week

Because demand patterns for travel to the University are highly influenced by the class change times, these patterns vary from day to day, according to the Monday/Wednesday/Friday and Tuesday/Thursday schedules. An additional consideration is that Fridays are almost always light ridership days. TAPS is fairly effective in dealing with this varying demand by relying heavily on supplemental Perimeter vehicles, which it cycles in when demand is heaviest. METRO, on the other hand, maintains the same schedules throughout the week, and does not currently employ tripper vehicles that can be inserted in during times of heavy demand.

Route #15/16 and Route #22 offer the best opportunity for adjustment in response to this variability, as they provide service in the highest demand corridor with the most overcrowding. Other University routes operate on a 30- or 60-minute headway on lower ridership corridors. For those routes, it makes sense to maintain that consistent minimum level of service throughout each day.

There are two potential ways that METRO could make adjustments to better serve the day-to-day differences in demand patterns. One is by implementing trippers and scheduling them appropriately, meaning that they provide trips during different times depending on the day of the week. Based on load observations of METRO buses at Bay and High Street, “peak of the peak” demand times during Tuesday/Thursday schedules are 9:35 to 10:00 AM, and 11:45 AM to 12:00 noon coming to campus, and 1:45 to 2:15 PM, and 3:45 to 4:15 PM leaving campus. Additional load or ridership observations would be needed to measure peaks of Monday/Wednesday/Friday schedules, but it is likely that there are four similar peaks at different times dictated by the different class schedules. These trippers could be implemented at these times in order to provide capacity when it is needed most, and may not be needed on Friday. It would also be possible to schedule the trippers without adding to the public timetables, similar to how TAPS implements supplemental Perimeters without including them in the schedule. This would allow existing trip schedules to remain the same. Two out of three options for route #15/16 employ trippers in this way (see below).

A second approach that might be explored is adjusting existing schedules so that route #15/16 trips, as well as route #22 trips, have separate Monday/Wednesday/Friday and Tuesday/Thursday schedules during the school term. This could be accomplished without adding service. This option may well have the potential to be the most responsive to demand, but would need to be investigated more carefully before implementation were considered, with the following considerations in mind:

- The fairly complex nature of METRO’s current schedules means that this option would need to be carefully explored from a scheduling point of view.
- Union contract rules may or may not place restrictions on the flexibility allowed for driver schedules.
- METRO’s scheduling software may need to be upgraded to accommodate 7 day per week scheduling.

- Public timetables would become slightly more complicated.

Route #15/16

The major issue with these routes is that capacity does not meet demand in the Laurel-Mission-Bay corridor during key times of day. During UCSC class change times in particular many buses pass by passengers because they are at capacity. Increasing capacity on this corridor at times of peak demand is therefore a priority. This can be accomplished by committing additional resources to this route in an intelligent manner.

Adding route #15 trips rather than route #16 trips will help address the issue that more buses currently travel around campus counterclockwise than clockwise. There are a number of options for incorporating additional vehicles into these routes. Based on observations of loadings and pass-bys, three options are proposed. All of the options add vehicles to help meet demand and require adjusting the Route15/16 schedule in some way.

The first two options add service for the length of the route, which takes into account the fact that boardings are significant at the Metro Center and on Laurel Street. The third option may save resources by adding service from Bay/Mission to the University only.

- Option 1 – Supplement route #15/16 service with trippers at times of peak demand.
 - Add two route #15 trippers to route #15/16, adding capacity at times when it is needed most leading up to class change times.
 - Trippers should be scheduled to start from Metro Center such that they arrive on campus during key class changeover times.
 - Because Monday/Wednesday/Friday schedules are different from Tuesday/Thursday schedules, these trippers would go into service at different times depending on the day of the week. Based on load observations, demand is greatest Tuesdays and Thursday coming into campus from 9:45 AM to 10 AM and 11:15 AM to 12 noon, and leaving from campus to campus from 1:45 to 2:15 PM and 3:45 to 4:15 PM. Load or ridership observations would be needed to measure peaks of Monday/Wednesday/Friday schedules, but it is likely that there are 4 similar peaks at different times dictated by the different class schedules.
 - It may not be necessary to run these trippers on Fridays, as ridership is consistently lower on that day.
 - METRO will need to decide how to best schedule these vehicle trips. Because peaks are spread throughout much of the day, it may make most sense to create separate independent vehicle blocks for this service.
- Option 2 – Create frequent and even headways on route #15/16.
 - Add two school term only route #15 buses to route #15/16 throughout the school peak (9:00 AM to 4:00 PM).

- This will provide at least 10 buses per hour during those times. These may be scheduled to run at even intervals, creating consistent 6-minute headways.
- Option 3 – Implement “reverse short turn” trippers on route #15/16.
 - Implement two trippers between the University and Mission St/Bay St, adding capacity at times when it is needed most leading up to class change times, under the assumption that demand is greater in this segment of route 15/16.⁶
 - Trips that perform this short turn will be different on Monday/Wednesday/Friday and Tuesday/Thursday, allowing for service to be concentrated during class change times. Based on load observations, demand is greatest Tuesdays and Thursday coming into campus from 9:45 to 10 AM and 11:15 AM to 12 noon, and leaving from campus to campus from 1:45 to 2:15 PM and 3:45 to 4:15 PM. Load or ridership observations would be needed to measure peaks of Monday/Wednesday/Friday schedules, but it is likely that there are 4 similar peaks at different times dictated by the different class schedules.
 - Service may not be needed on Friday due to low demand.
 - Reverse short-turn trips would have same routing as route #15 or #16 on campus, and then south on Bay Street, making a left on King Street and looping back to Bay via Laurent Street and Mission Street (routing would need to be confirmed by trial runs).
 - Layover will need to be taken at or near Bay and Mission.
 - To avoid passenger confusion, short turn trips should be given separate route numbers or a suffix should be added to the route (e.g., route #15S, route #16S), with the destination sign changed as soon as the bus enters campus. This will be especially important in the afternoon, when passengers heading downtown are now accustomed to taking any METRO bus to get there.
 - This option may require fewer resources than Option #1 only if it can be successfully interlined with other METRO routes, or if service is reduced on the Mission/Laurel Street segment.

All three options have distinct advantages. Option 1 requires fewer revenue hours than Option 2, and allows service to be introduced at key times when demand is greatest, which has the potential to reduce crush load and prevent pass-bys at those times. Option 3 has these advantages and requires even fewer additional hours of service, as it adds no service to the segment of the route between downtown and the Bay/Mission intersection. Insofar as it does this, passengers boarding and alighting the bus on Laurel Street, of which there are a significant number, would receive no additional service.

Under both Options 1 and 3, it is likely that bus bunching will become even worse as the number of transit vehicles traveling up to campus just prior to class change start times increases.

⁶ Stop or segment level ridership data is necessary to verify this assumption.

Option 2 provides even and predictable headways for passengers, who will be able to rely on service one of the buses coming every six minutes, providing they successfully maintain their schedules. Under this option, the route could eventually be operated on a headway-based schedule to prevent bunching. However, this option may not be as effective in meeting highly peaked demand as Options 1 and 3.

Route #20

Route #20 is a low frequency route serving the Western Drive corridor. The outreach and survey process identified the desire for additional service in the corridor, and productivity on the route is substantial enough to contemplate service increases. Along with providing additional service and local stops on the Long Marine Lab route, the following changes will improve the level of service on Western Drive, as well as to the UCSC administrative offices on Mission St. extension and Swift Street.

- Improve service from current 90-minute headways to 60-minute headways.
- Add evening service and operate to 10:00 PM

Although 60-minute service is not as frequent as some other METRO University routes, the new Long Marine Lab route would provide 30-minute service during times of peak demand, and resulting in three trips per hour on Western Avenue during those times. However, creating 60-minute headways and extending the service span of route #20 could be implemented first with more limited resources in the nearer term to provide some immediate improvement to that area.

Route #22

Route #22 is called the UC Express but is in fact a limited stop service that runs once an hour throughout the day. This route is not as productive as local routes 15 and 16, despite heavy demand on the Laurel/Mission/Bay corridor during time of peak demand. The following recommendations aim to increase utilization of this route.

- Add stop at Laurel/Chestnut or Laurel/Blackburn in both directions (stop to be determined by conducting ride checks for passenger activity).
- Reschedule route #22 to leave Metro Center approximately such that it arrives on campus during class changeover times, and stage it so that it leaves right before #15 and #16 buses leave. This will ensure that this bus is close to full at Metro Center and should free up capacity for route #15/16 buses to pick up passengers at local stops.

The second recommendation above will require different schedules for Monday/Wednesday/Friday and Tuesday/Thursday. Tuesday/Thursday classes start on the hour every two hours, and bus schedules can be adjusted by moving departures from the Metro Center to every half hour, while headways for Monday/Wednesday/Friday will

need to be increased to 90 minutes to alternate between departures on the half hour and hour to coordinate with class schedules.⁷

Routes #2/3A/3B

Although no ridership data or on-off data was provided on these non-University Westside routes, it is our understanding that they may be candidates for service modification due to low productivity. Consolidating these routes is one way to reallocate some vehicles and resources to allow for short-term implementation of recommended METRO improvements. METRO staff should conduct a full evaluation of consolidating Routes #3A and #3B, in conjunction with possible changes to route #2.

Although consolidating routes on the Westside may eliminate some routing, headway improvements to Route 20 will provide higher frequencies along Delaware Avenue, a major east-west corridor that runs through the heart of the Westside. In this sense the consolidation will improve service for many Westside transit riders, at least during the school term.

Potential New Services

Several new services are proposed to meet needs identified during the course of this study.

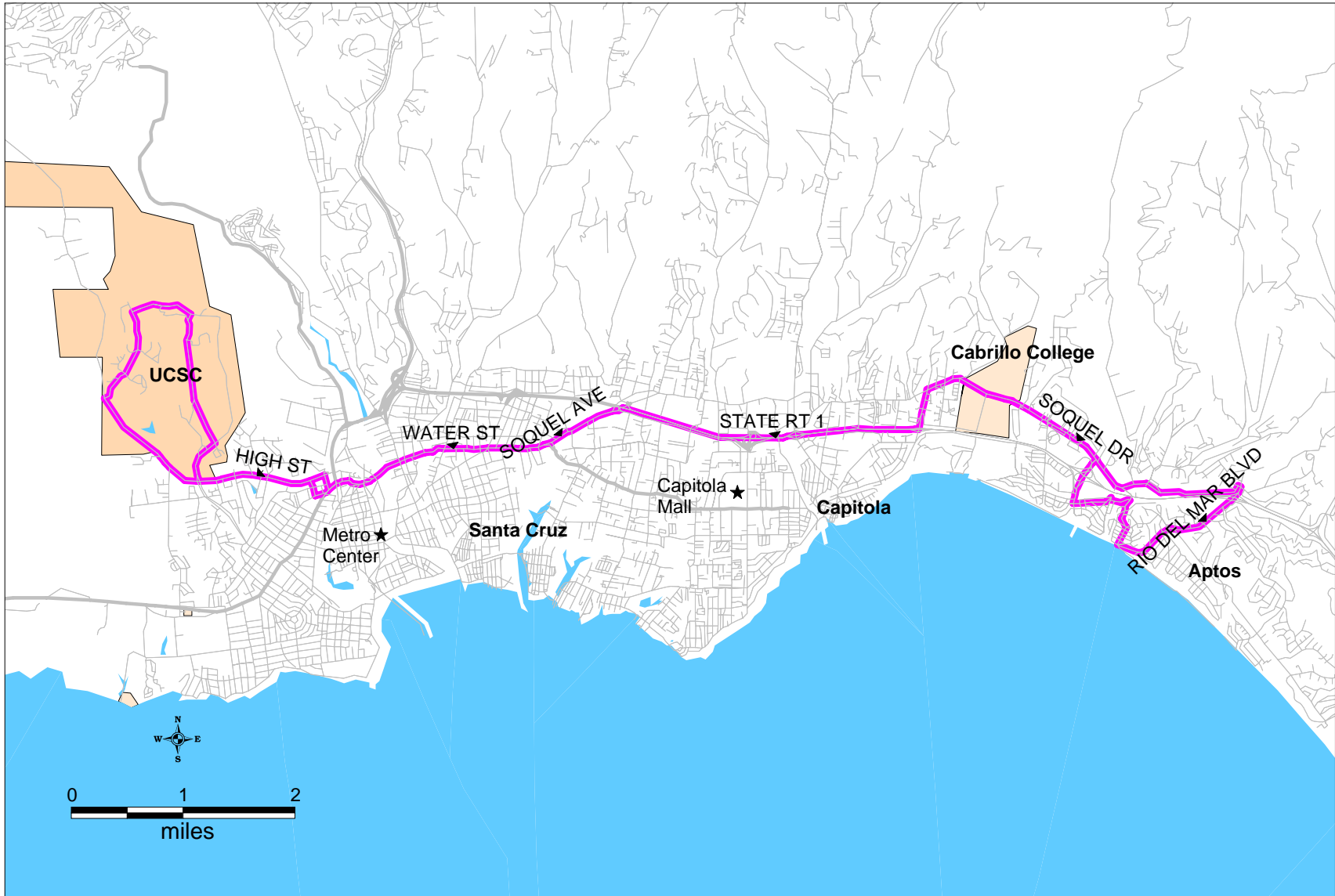
Aptos

The Santa Cruz Master Transportation Study (MTS) discusses creating a new east-west route that would serve UCSC and bypass the Metro Center. In our investigations, 312 University affiliates were identified as residents of Aptos, evenly divided between students and employees. In addition, a desire for transit connections between UCSC and Cabrillo College was expressed during the course of the study. A new route serving Ocean Street, Cabrillo College, and Aptos should be considered.

- This route could circulate through Aptos southeast of Cabrillo College along the same routing as METRO route #55, utilizing existing bus stops. West of Cabrillo College, the route could access Highway 1 via Park Avenue, and then exit at Soquel Avenue. The route would then make limited stops along Soquel Ave, continue on Water Street, continue on Mission and then access High Street via Highland Avenue, from here employing the same routing as METRO route #10 in both directions (see Figure 3-4).
- In order to serve both employees and students spending most of the day on campus, morning trips should be scheduled to arrive at UCSC around 7:45 and 9:15 AM and leave the campus at approximately 4:00, 5:00, and 8:00 PM.

⁷Proposed route #22 MWF departures from Metro Center: 7:30 AM, 9:00 AM, 10:30 AM, 12:00 noon, 1:30 PM, 3:00 PM, 4:30 PM

Figure 3-4: Proposed UCSC-Aptos Route



- This new route would allow resources from route #10 to be shifted to the high-demand Laurel/Mission/Bay corridor. At the times when this route serves the High Street corridor, vehicles currently operating as route #10 could operate as route #15 or 16 trips.

This route would provide benefits to non-UCSC affiliates as well as UCSC students and employees. Obviously, Santa Cruz residents taking classes at Cabrillo College would benefit from this connection, as would Aptos and Santa Cruz residents wishing to make faster, more direct east-west trips than are currently available. A stop at Water and Front Street would bring riders to the north side of downtown Santa Cruz.

Watsonville

Comments made during the public outreach process indicated a desire for service between Watsonville and UCSC. This is supported by a significant number of University affiliates living in Watsonville, identified in the congruency analysis. However, because METRO currently provides express bus service between Watsonville and the Metro Center, and UCSC provides vanpool service from Watsonville, the continuation of the vanpool service is the only recommendation at this time.

San Jose

Demand for transportation service from San Jose was also identified in the public input process and the congruency analysis. METRO currently operates route #17 service from Scotts Valley to San Jose. Also running in between San Jose and the Santa Cruz Metro Center is an Amtrak Thruway bus route. METRO and several other parties are close to an agreement to combine available resources to operate a single 7-day-per-week San Jose to Metro Center service. This would provide improved service for UCSC affiliates living in San Jose, with frequent service all the way to the METRO Center at a commuter fare.

3.2 Capital Considerations

Peak hour demand projections for 2010 and 2020 indicate the need to accommodate more transit trips to, from and within the UCSC campus. This has implications on the number and size of vehicles, as well as infrastructure needed to support these additional vehicles. In addition, the City's Master Transportation Plan (MTS) predicts a 19% increase in PM peak hour trips by 2020 if mode shares remain the same, leading to a 92% increase in vehicle delay. Even if there is a favorable shift to alternative modes by UCSC and other segments of the city and regional population, it is likely that delays will persist and worsen. Making infrastructure improvements which provide travel time advantages to University transit riders will provide an attractive option to increasing congestion and also encourage one of the goals in the MTS (shifting trips from SOVs to transit).

Many of the vehicle and infrastructure improvements suggested below could fall under the general rubric of bus rapid transit improvements, insofar as they provide customer convenience and travel time savings. However, this should be distinguished from a bus

rapid transit system, which incorporates several key elements throughout an entire corridor to provide a premium transit line that attempts to approximate the quality of a rail mode. Physical constraints would make such a full-fledged system difficult to accomplish in and around campus. However, the MTS describes some potential BRT corridors, including Soquel Drive, Highway 1, and the coastal rail right-of-way that would significantly improve transit access from the east side of Santa Cruz and points further east to campus.

The capital improvements suggested for consideration here are items that will require the identification of significant funds, and in some cases, the need for design and construction. For these reasons these would be implemented in a longer time frame than the service improvements described above. This may range from three to five years for vehicle replacements to 10 to 15 years for major infrastructure investments.

Vehicles

The following long-term investments in vehicles should be considered by the University and METRO in order to meet likely peak hour vehicle requirements for the University.

Full-sized Transit Buses

While much of METRO's fleet consists of full-sized 40' transit buses with seating capacities close to 40 and some 35' vehicles, the TAPS transit fleet consists of 30' and cutaway buses with seating capacities of 20 to 30 people. Fortunately, most vehicles employ a perimeter seating plan, allowing for greater overall capacity. Smaller buses have tighter turning radii and other physical advantages in the constrained road network of the UCSC campus, but given the current and future need to meet high passenger capacities for intracampus trips, TAPS should consider adding full sized vehicles with perimeter seating to its fleet to operate its Perimeter and Loop routes, which are the ones that experience the most crowding and those which stay for the most part on larger roads. Chapter 2 shows that TAPS may need to increase its peak vehicle utilization on these two routes to from 16 to 26 vehicles per hour by about 2010 if it continues to rely on 30' buses (Vehicle Scenario 1). Operating larger vehicles could reduce that minimum requirement from 22 35' or 19 40' vehicles (Scenario 2), which is more cost effective, will also help reduce operating concerns such as bus bunching, and will allow TAPS to provide more overall capacity in concentrated periods of peak demand, decreasing the likelihood of "pass-bys".

As shown in Table 3-1 below, a 40' bus can require over 10' more of turning radius than a 30' vehicle. A 35' bus may require a slightly smaller radius than that but is still more than a 30' bus. According to TAPS, a major constraint limiting its use of larger buses is the turning radius required to negotiate the U-turn made by the Perimeter route at the base of campus. This problem will be eliminated if the Perimeter route is terminated at the East Remote Parking Lot, as is recommended in this report. Other limitations may be the turnaround and layover space at both remote lots and the Cowell Circle diversion. The current parking and circulation configuration of the remote lots must be evaluated

and may need to be slightly adjusted to permit larger buses to turn around and layover. The Cowell Circle diversion may have to be eliminated from the Perimeter route if and when larger buses are introduced. Given that bus stop pull-outs around the perimeter of campus can accommodate METRO’s 40’ buses, this should not be an issue for the Perimeter and Loop routes. Core and Core Express routes should continue to utilize smaller sized vehicles.

Regardless of what size vehicles TAPS pursues, it is recommended that it consider a full perimeter seating plan similar to that used in many of its 30’ vehicles. Maximizing overall capacity at the expense of seating availability may be a customer service issue in some environments, but it is completely consistent with the short trips and heavy demand that characterizes internal campus transit trips.

There are capital cost differences among 30’, 35’ and 40’ vehicles, but not as great as might be expected. One source places the average cost of a new 40’ bus at \$250,000 to \$280,000, a 35’ bus at \$250,000, and a 30’ bus at \$205,000⁸.

Table 3-1: Transit Vehicle Turning Radii

Vehicle Size	30’	35’	40’	60’(Articulated)
Turning Radius	28’8’’-29’	36’- 44’	40’-44’	42’-44’

Source: Manufacturer Guidelines - New Flyer, NeoPlan, NABI, Gillig, and Nova Bus

Articulated Buses

Articulated buses, which are generally 60’ and have an overall capacity of up to 90 to 120 passengers, would provide METRO with operating cost savings and an enhanced ability to meet peaked demand. Chapter 2 provides two scenarios employing articulated buses in the peak hour in order to meet anticipated demand, and demonstrates that vehicle requirements are decreased with their use. Although the same capacity level per peak hour could be provided with additional 40’ buses, deploying articulated buses allows for a concentration of capacity during heavily peaked class change times, and may be more effective at reducing the occurrence of pass-bys. Articulated buses have proven themselves to be effective at meeting peaked demand in other University environments. The City’s MTS also recommends that METRO consider articulated buses, and the obvious routes to deploy them on are University ones where capacity issues are the greatest. Articulated buses on route #15 or #16 would probably make the most sense, as this is the corridor where the greatest demand and overcrowding problems exist.

It should be noted that accommodating articulated buses requires capital investments beyond the vehicle itself. Fortunately, the fact that the vehicle is flexible means that its turning radius requirements are not significantly greater than the 40’ vehicles that

⁸ Overview of Transit Vehicles, *Colorado Department of Transportation*

METRO currently operates. However, the length of the vehicle does have other implications. To accommodate articulated buses at bus stops, bays will need to be at least 70 feet (see section on bus stop extensions below). This means evaluating bus bay capacity at the Metro Center and on city streets, as well as the probable requirement of lengthening some bus stop bays on campus. Though the latter would likely involve significant costs and in some locations may be infeasible, the following factors may make work to the advantage of accommodating articulated buses on campus:

- Articulated buses could be deployed to operate in one direction only (i.e. on #15 but not #16 or vice-versa), requiring only half of the METRO stops on campus to be evaluated for lengthening.
- Articulated buses could conceivably bypass stops where lengthening bays is infeasible, provided that there are nearby stops (an example might be the Cowell College stop, which is fairly close to the Crown College stop and is presently not served by route #22).
- Bus bays could be lengthened in coordination with queue jumper lanes preceding intersections (see below).
- Placing automobile restrictions on part of McLaughlin Drive (see below) would obviate the need for bays at bus stops in these locations.

Regardless of what happens on the UCSC campus, METRO's new maintenance facility ("MetroBase") will not have maintenance bays long enough to accommodate 60' buses. Incorporating articulated buses into the METRO fleet will therefore be a longer term option, and other vehicle capacity improvements should be pursued in the meantime.

Alternatively-fueled Buses

The need for an increased number and size of transit vehicles on the UCSC campus in the future is fairly certain, as is demonstrated in Chapter 2. To help reduce the noise and air quality impacts of these vehicles, both METRO and TAPS should look for opportunities to invest in alternatively fueled vehicles. This includes CNG vehicles already being pursued by METRO and TAPS, as well as even cleaner and quieter technologies, such as hybrid electric and fuel cell buses. Quieter buses are consistent with the natural character of campus, but pedestrian safety can be a concern when buses are so quiet that they cannot be easily heard. This could be addressed by equipping buses with trolley-like bells that warn pedestrians of their approach.

Low-floor Buses

Low floor vehicles provide both passenger convenience and operational efficiency, insofar as they reduce boarding times for both disabled and ambulatory passengers. A recent TCRP study found that boarding and alighting times were decreased by about one second per ambulatory passenger and one minute per wheelchair. It concluded that at typical North American patronage levels, this would result in time savings of 1 to 2 minutes per operating hour due to dwell time savings attributable to ambulatory passengers alone. Although wheelchair-bound riders are primarily accommodated in

paratransit vehicles at UCSC, the time savings and reliability advantages of using low floor vehicles for these individuals are even greater.⁹ Studies have also shown that passengers tend to perceive low floor buses positively,¹⁰ and there appear to be no significant disadvantages of low floor buses in terms of operating cost or safety.¹¹

A perceived disadvantage of low-floor vehicles is that they reduce the seating capacity of the vehicles because room is needed for the wheel well which protrudes above the floor. The loss per wheel well has been estimated to be three seats.¹² In general, this results in a loss of overall capacity as well, but this varies significantly depending upon the seating plan. A recent TCRP report on low floor buses provided several examples of 40' bus seated plus standee passenger capacities on both low-floor and high-floor buses.¹³ High-floor bus capacities ranged from 65-85, while low-floor bus capacities ranged from 60 to 80.¹⁴ The STCUM (Montreal) was able to design a 31-seat arrangement including perimeter seating and backward facing seats that accommodated the high end of that range (80 passengers).

In short, it appears to be the case that low-floor vehicles with seating plans that optimize standees can achieve capacities comparable to high-floor vehicles. The use of low floor vehicles in places with routine heavy passenger loads like New York, Chicago and Montreal shows it has been employed in areas where capacity is a concern. That being said, high-floor buses will always have slightly higher capacities than low-floor vehicles with identical seating plans. TAPS should consider low floor vehicles with perimeter seating plans, but in doing so take into account the tradeoffs between the benefits of low-floor vehicles and the slightly lower potential for capacity.

On-campus Infrastructure

Bus Stop Extensions

Bus stops may be designed as curbside zones, where buses simply stop in the right travel lane, or as bus bays, which provide a place for buses to pull out of traffic for boardings and alightings. Most major bus stops on the UCSC campus provide bays, which is understandable given the high number of buses circulating through campus and the narrow dimensions of the campus roadways, which prevent other vehicles from passing a stopped bus in the travel. The length of these bays may need to be increased to allow multiple buses stack there or to permit buses longer than 40 feet.

⁹ TCRP WebDoc 2 – Evaluating Transit Operations for Individuals with Disabilities – Final Report, (1998)

¹⁰ “Customer and Bus Operator Research with the Low-Floor Bus” MTA New York City Transit, Marketing Research and Analysis, (March 1997)

¹¹ TCRP WebDoc 2 – Evaluating Transit Operations for Individuals with Disabilities – Final Report, (1998).

¹² “An Evaluation of Accessible Transit Buses in Vancouver and Victoria”, Final Report TP12709E, Transport Canada, (June 1995).

¹³ TCRP Report 41, New Designs and Operating Experiences with Low-Floor Buses, 1998, p.25.

¹⁴ Capacity estimates are for “natural” standing loads, as defined by manufacturer or transit agency. It does not include “crush loads” where passengers are uncomfortably crowded into bus.

Employing a mixed fleet that includes articulated buses means that bus stop bays would need to be extended. According to *TCRP Report 19: Guidelines for the Location and Design of Bus Stops*, the length of the stopping area would need to be increased from 50 feet to 70 feet, not including additional space required for entrance and exit tapers.

Another consideration is the potential need to provide a double bay so that more than one bus can simultaneously pick up and discharge passengers at a single bus. *TCRP Report 19* provides some guidelines for when this is warranted, as shown in Table 3-2. The recommended number of bays is a function of the number of buses per peak hour, and the dwell time of buses at the stop. Currently, UCSC and METRO combined provide between 20 and 30 bus trips per peak hour on campus in each direction, meaning that one bay per stop is sufficient as long as 40 second dwell times are not exceeded. Based on the analysis of future bus trip requirements in Chapter 2, there may be a need to accommodate a minimum of 43 buses per peak hour in each direction as enrollment approaches 20,000 *if* TAPS maintains its current fleet composition with a focus on 30' and smaller vehicles.¹⁵ In this scenario, dwell time would need to be kept at around 20 seconds, or double bay stops would need to be considered. Given the heavy passenger activity at UCSC bus stops, the potential for bus bunching, and the difficulty buses sometimes have in pulling out of the bays, 20 seconds is probably not realistic (dwell time observations are necessary to confirm this). If however, TAPS implements 40' vehicles on the Loop and Perimeter routes, it should be able to keep the number of vehicles per peak hour well below that figure, and thus maintain one-bay bus stops. Of course, if bus bunching becomes severe, then it will be difficult to accommodate buses with single bays regardless of dwell time and peak vehicle requirements.

Based on all these considerations, it appears that the most cost effective approach for UCSC would be to focus on reducing bus bunching, minimizing dwell times at bus stops and replacing its 30' buses with 40' vehicles. A number of the other recommendations, such as rationalizing pedestrian movements, low floor buses, and implementing an Automatic Vehicle Location (AVL) system address this. If these steps are taken and the decision is made not to employ articulated buses, then there may be no need to lengthen bus stops.

Queue Jumper Lanes

Given grade changes and the proximity of buildings to the roadway in some areas of campus, adding continuous new bus lanes to the entire perimeter of campus is probably not feasible. However, there may be short sections of Hagar, McLaughlin, and Heller Drives that would permit the construction of bus only lanes that would allow buses to bypass automobile traffic. An example of this is queue jumpers, where bus-only lanes lead up to controlled intersections that permit buses to pass by stacked-up traffic.¹⁶ This

¹⁵ As discussed in Chapter 2, the minimum vehicle requirements represent an ideal situation where passengers are evenly distributed throughout the peak hour. In reality, more vehicles will need to be provided because of variations in demand.

¹⁶ In many cases, right turning vehicles share these lanes with buses

Table 3-2: Recommended Bus Stop Bay Requirements

Peak-Hour Bus Flow	Capacity Required (Bays) When Service Time at Stop is				
	10 seconds	20 seconds	30 seconds	40 seconds	60 seconds
15	1	1	1	1	1
30	1	1	1	1	2
45	1	1	2	2	2
60	1	1	2	2	3
75	1	2	2	3	3
90	1	2	2	3	4
105	1	2	3	3	4
120	1	2	3	3	5
150	2	3	3	4	5
180	2	3	4	5	6

Source: TCRP Report 19: Guidelines for the Location and Design of Bus Stops

may require replacing stop signs with traffic signals that provide buses with a dedicated green signal allowing them to get ahead of traffic at the intersection. Given the high percentage of person trips made on campus, it should be fairly easy to justify giving priority to that mode over vehicles. It may make sense to provide vanpools with access to queue jumper lanes as well.

Queue jumper lanes need to be considered in coordination with other potential options. Implementing these lanes would allow for longer bus stops in the lanes themselves that could accommodate articulated buses or multiple vehicles simultaneously. Restricting automobiles from portions of McLaughlin Drive would obviate the need for queue jumpers there.

As with other long-term infrastructure options, a thorough feasibility study is needed to determine applicable locations and designs of queue jumper lanes on campus.

Pedestrian Facilities

Based on informal observations by the consultant, it was clear that pedestrians crossing at intersections and midblock cause significant delay in buses. There may be short-term strategies for addressing this issue, such as consolidating crosswalks, but if these fail to significantly address the issue then there may be a need to make some significant capital improvements. Creating separated grade crossings (underpasses or overpasses) may be an option, but one that may only be feasible in certain locations and must be approached with caution, as it will not be utilized unless it is convenient.

Automobile Restrictions on McLaughlin Drive

Prohibiting automobiles on part of McLaughlin Drive should be considered in order to create a more pedestrian-friendly environment and to reduce delay for buses. On the west

side, this could begin at the east access to the Core West Parking Structure, extending on the east side to College 9/10, Chinquapin Road, or Hagar Drive. The latter two extensions would make current surface parking lots at residential colleges inaccessible, but it may be feasible to provide access to those by special permit only, perhaps even using gates that are opened with transponders by buses, service vehicles, and special passholders. The major impact of this policy would be to prevent non-service automobiles from traveling between the east and west sides of campus, which may compel some students and employees who would otherwise make short intracampus car trips to use transit or walk. This would be an effective way of reducing intracampus car trips.

The 1998 LRDP assumed that McLaughlin Drive couldn't be closed to general traffic until a northern Loop Road was constructed. However, restrictions prior to the development of North campus can also be considered if the political will to limit east-west automobile trips exists. The development of a new northern east-west road in association with a north campus, or a southern road in the form of a Jordan Gulch Bridge (see below) would certainly make McLaughlin Drive restrictions feasible insofar as other east-west options would exist.

Jordan Gulch Bridge

The creation of a new southern east-west route has been discussed at UCSC for many years. This would require building a viaduct east of the Music Center and continuing Meyer Drive all the way to Hagar Drive. The impact on transit circulation would be positive. First, east-west or circulator routes could be created which allowed passengers to get from one side of campus to the other in much less time. It should be noted that creating this new road would not obviate the need for most buses to continue to serve McLaughlin Drive in order to provide access to several Colleges and the academic core. Second, creating this new road would make it easier for McLaughlin Drive to be closed to general auto traffic, speeding up buses throughout campus.

Despite its potential benefits for transit, this option must be carefully evaluated, given the cost and environmental impacts that would be involved.

Northern East-West Route

In order to accommodate projected growth in enrollment, UCSC is currently considering as part of its LRDP planning process the development of residential and academic facilities to the north of the current campus. Clearly, this would require new road infrastructure. This transit study can only speculate on the exact nature of that development, but it would seem clear that effectively serving the new area would require a loop road with connection at both ends of McLaughlin Drive. It is also clear that the development of this area would require new bus routes to effectively serve it, which might include both new campus circulators that connect north campus with the academic core and other colleges and external routes that serve the northern campus directly.

Off-campus Infrastructure

BRT Treatments between UCSC and Downtown

Just as BRT-type improvements could help decrease bus delay through campus, they could also move buses through bottlenecks on the city street network between downtown and campus, especially on the high demand and congested Laurel-Mission-High corridor. Key intersections include Bay/High, Mission/Bay, and Mission/Laurel. All of these intersections are built up and have limited space for widening. Therefore, the feasibility of queue jumpers would need to be evaluated.

However, signal prioritization can be implemented without queue jumpers. Using signal technology, buses are identified by a transponder and the green cycle is initiated a few seconds early and/or held for a few additional seconds, providing more green time to buses and giving them a better opportunity to maintain their cycles. Travel time savings of 5% to 8% have been attributed to transit signal prioritization in Los Angeles, Portland, and Seattle. Improved service reliability has also been observed.

Bay Street between Mission and High is the off-campus area where the most University-bound buses converge (routes #12A&B, 13, 15, 16, 19, 22). Currently, roughly 10 buses per hour (one every 5 minutes) converge here. Thirty buses per hour is an industry guideline for the number of buses per hour needed to justify a dedicated bus lane. Bay Street is unlikely to reach that level of bus service any time soon. In addition, there are physical constraints that would make a continuous bus lane difficult to implement all the way down to Mission Street, as it narrows to one lane in each direction, and widening would likely require some property takings. Mission Ave and Laurel Street have less service than Bay Street and physical constraints as well. For the foreseeable future, BRT options in this corridor focus on more feasible infrastructure improvements, such as queue jumpers and signal prioritization.

Regional BRT

The City's MTS describes three potential east-west BRT corridors - the Rail corridor, Highway 1, or local arterials such as Soquel Avenue. All of these options could include connections to the University, and all would make travel to UCSC from east of downtown by transit more attractive and likely increase the mode share. However, from a UCSC perspective this will capture only a small portion of the total persons accessing UCSC, most of whom come from Westside or downtown Santa Cruz.

In adopting the MTS, the City of Santa Cruz made it clear that they do not endorse the development of an auto roadway that would provide a direct connection from the east side of Santa Cruz to the UCSC campus through the Pogonip Open Space Reserve. However, this may not preclude the development of a busway, which could continue any BRT corridor that was developed on Highway 1, providing a direct access to UCSC. This busway might serve new bus routes from the east side of Santa Cruz, express buses from Aptos, Watsonville, and other communities to the east, and a shuttle that might serve a

major new Park and Ride near the Highway1/Highway 17 Interchange. Such an investment would only be cost effective if it engendered a significant shift in UCSC affiliate residential patterns, thereby creating a ridership base that would support it.

Automatic Vehicle Location (AVL) Technology

Bus bunching occurs when buses scheduled near one another are unable to maintain adequate separation to effectively serve passengers. It can occur when long bus stop dwell times, traffic congestion, etc, all work to slow down the leading vehicle, allowing the trailing vehicle to catch up. This is particularly easy to do when all or most of the passengers at bus stops have already been picked up by the lead bus. Observations suggest that this is a problem both on and off the UCSC campus. This issue will likely become even more pressing as both traffic and demand for transit (at least on campus) increase in the future.

Bus bunching can be alleviated to some extent through scheduling adjustments, and a number of these are suggested in Section 3.1 of this chapter. However, scheduling will not address the problem completely, particularly when demand is heavily peaked before class times. AVL technology allows for adjustments to be made in real time. The GPS technology, which locates each vehicle at a precise geographic location, allows a dispatcher to identify areas of potential bus bunching anywhere in the system and then instruct drivers to take adequate measures. This can mean allowing the trailing vehicle to pass the lead one, having the trailing vehicle slow down slightly to maintain separation, or instructing the lead vehicle to bypass a stop. AVL can also serve an important customer service role by providing information on bus locations to waiting passengers at bus stops through electronic kiosks or, potentially, personal electronic devices such as cell phones or PDAs.

In order to gain the maximum benefit from a regionwide AVL system, both METRO and the University should participate in the program and together utilize it in the way described above.

Bike Station

The concept of a bike station in Santa Cruz serving the University community was raised in Technical Memorandum #2 of this study. It has the potential to reduce automobile trips to campus by encouraging both bicycle and transit modes,. A bike station provides supervised parking, with the potential for numerous other services, such as bike rentals and repairs. It is often located near a major transit hub to facilitate intermodalism. In Santa Cruz this would offer an opportunity for students and employees who would like to commute to campus by bike but are daunted by climbing the hill to leave their bikes with an attendant and rest assured it is being monitored while taking the bus up to campus. Alternatively, students living on campus could take the bus down to the bike station and rent a bike to use for getting around the city and region. Depending upon where it was located, a bike station could also serve city residents and even tourists.

A bike station located at the METRO Center could serve all types of users at this regional transit hub, and could also serve UCSC affiliates living east of downtown. Such a location may lend itself to joint sponsors (i.e., METRO, the City and the University). Alternatively, a bike station could be located close to campus, such as near Bay and Mission or near the main entrance and serve Westside residents as well. Regardless of the site, the scale of a bike station in Santa Cruz should be appropriate. Both the amount of storage provided and the number of additional services provided should be considered. It would also be important to factor in the additional riders to METRO and or TAPS routes that such a station would attract in providing service

Additional services on-campus

Currently, students living on campus have good access to the eastern Mission Street corridor and downtown Santa Cruz via METRO, and daily service to the western Mission Street corridor. These connections provide for basic shopping and entertainment opportunities. This includes supermarkets, drug stores, restaurants, movie theatres, music venues, etc. Locating more of these services on campus may result in some reduction in the demand for transit trips, but it is unlikely to have major implications on transit service. METRO service to and from downtown largely serves off-campus residents, and demand for it is unlikely to decrease to the level where overcrowding is reduced or service reductions are warranted if shopping and entertainment trips are reduced. Even if additional restaurants and entertainment facilities (e.g., game rooms, music venues) were introduced to campus, students will still wish to travel downtown for other opportunities.

Demand for the Shopper's Shuttle may drop if a grocery store were located on campus, and UCSC TAPS may feel justified in discontinuing it. However, it is unlikely that any grocery store on Campus would offer the full range of goods available at a Safeway.

The UCSC campus needs additional commercial and entertainment venues to serve a growing enrollment, but this will not eliminate the need for connections to off-campus destinations, allow for service reductions, or significantly address capacity issues.

Chapter 4 Implementation Plan

This chapter provides the University and METRO with guidelines for implementing the recommendations proposed in the Chapter 3. Although the emphasis is providing a plan for the service recommendations that can be implemented in the short term (2004-2005), longer-range capital investments (2006-2020) are also discussed.

4.1 Operating Requirements

Table 4-1 shows the implications of the recommended service changes on the amount of service provided by both TAPS and METRO. The estimates provided take into account revenue service hours, and assume that METRO and TAPS can interline new trips with existing service to prevent long layovers.

TAPS

The table illustrates that no additional service hours are required for TAPS day and night shuttles. TAPS was able to use existing resources to provide its new LOOP service, and that service should enable the Day Perimeter route to be shortened, yielding more frequent service without adding additional vehicles or drivers. Two other recommendations will allow campus shuttle capacity to grow and meet demand without increasing the number of vehicles. These are the continued utilization of supplemental perimeter vehicles, and the implementation of larger vehicles with Perimeter seating as existing 30' buses need to be replaced.

The one service that would entail additional operating hours under this plan is the Bicycle Trailer, for which higher frequency and longer hours are recommended, totaling 810 hours per year.

A route with regular headways and local stops that succeeds the current Marine Lab shuttle could be operated by either TAPS or METRO. This will entail close 2,624 annual hours of service replacing the 627 hours of limited shuttle service offered today.

It is not proposed to increase or reduce service on the Westside Shopper Shuttle, but rather provide a trial service to new shopping destinations that would replace Westside service one day per week.

METRO

Adding additional capacity on route #15/16 will take the form of either trippers at key time of peak demand or regularly scheduled vehicles throughout much of the school day. The latter will require more vehicle hours per day – approximately 15 rather than eight for full-length trippers or four for short-turn trippers and also entails Friday service. This translates into 2,430 vehicle hours per year, as opposed to 1,088 or 544. Increasing service on route #20 will have the impact of increasing vehicle hours from eight hours per day to 13 hours per day, and a net impact of 5 additional hours per day and 810 hours

Table 4-1: Effect of Proposed Service Changes on Operating Hours

Route	Proposed Service Changes	Change in Daily Revenue Hours*	Change in Annual revenue Hours**
Day Perimeter	Eliminate segment between Base and East Remote and Quarry Plaza Diversion. Use time savings to reduce headways from 12 to 9 minutes	0	0
Loop	None	0	0
Day Core	Operate on Meyer Drive in both directions,	0	0
Day Core Express	Routing Changes to improve ridership	0	0
Night Routes	None	0	0
Bicycle Trailer	Add an additional vehicle and extend service until 12 noon	5	810
Long Marine Lab Shuttle	Transform into weekday route that makes local stops between UCSC and Long Marine Lab with 30-minute headways between 9 and 4:30 and 60-minute headways at other times.	16.2	2,624
Westside Shopper Shuttle	Operate trips to Capitola Mall or Costco one night per week.	0	0
Route #10	Several peak hour trips may be provided by Aptos-UCSC route instead, with resources shifted to Route #15/16.	0	0
Route #15/16	Option 1- Add two vehicles during times of peak demand	8**	1,088
Route #15/16	Option 2- Create more frequent and consistent headways	15	2,430
Route #15/16	Option 3 – Reverse short turn	4***	544
Route #20	Improve 90-minute headways to 60 minute headways, and add evening service until 10 PM	7	1,134
Route #22	Optimize schedule and add stop at Laurel and Chestnut	0	0
New Aptos - UCSC Route	Create new express route between Aptos, Cabrillo College, and UCSC that runs during peak times	10	1,620
TOTAL	Route #15/16 Option 1	46	7,276
TOTAL	Route #15/16 Option 2	53	8,618
TOTAL	Route #15/16 Option 2	42	6,732

*All recommendations affect Weekday school term service hours only. Vehicle hours estimated only.

**Annual estimates based 34-week 162-day school year

***Daily ridership assumptions = 2 vehicles * 4 trips * 1 hour cycle. Assumes that trips could be successfully interlined with other METRO routes. Assumes that vehicles would not operate on Fridays

**** Daily ridership assumptions = 2 vehicles * 4 trips * 1/2 hour cycle. Assumes that trips could be successfully interlined with other METRO routes. Assumes that vehicles would not operate on Fridays

per year. Finally, a new Aptos route is targeted initially to key times of day, which could equal about 10 hours per day, or 1,620 hours per year.

Taken together, this program would involve no reductions in service and additional operating hour requirements of 46 to 53 hours per day, depending upon which option for route #15/16 is adopted. The overall increase would be from 6,732 to 8,618.

4.2 Vehicle Requirements

The proposed service plan will of course require available vehicles as well as operating funds to make it feasible. As it is presented, TAPS vehicle requirements are not onerous. The only new vehicle that would be needed is a van and trailer to supplement the existing bike trailer with additional service. If service of an improved Long Marine Lab route is operated by METRO, then it will no longer require use of a cutaway van for that route. However, it would not necessarily be feasible to use this vehicle for the Bicycle trailer route, as currently a standard passenger van is used.

METRO's additional vehicle requirements are more significant. If it were to indeed operate the Long Marine Lab route, then two vehicles are required, one operating from 9 AM to 4:30 PM only and the other operating those peak hours plus additional ones. The route #15/16 improvement will require the use of two vehicles during the school day regardless of which option is chosen. However, if one of the tripper options (#1 or #3) is implemented, these vehicles may be able to provide other types of services for METRO during times when not needed for 15/16, and they will not be used on Fridays. Route #20 now utilizes less than one vehicle (i.e. infrequent service is interlined with other routes). This proposal would require one full vehicle allocated to this route all day until 10 PM. Finally, the new Aptos route would require two vehicles to operate during traditional commute peak times.

It may be possible to obtain one or possibly two vehicles by consolidating several poorly performing Westside routes. Even taking into account these considerations, several vehicles will need to be obtained by if the recommended service plan is to be fully implemented.

In the longer term, vehicle requirements will increase in order to keep up with increased demand. Long-term projections for vehicle requirements are provided in Chapter 2.

Table 4-2: Vehicle Requirements for Short-term Recommendations

Route	Current Vehicle Requirements	Proposed Additional Vehicle Requirements
Bicycle Trailer	1 van	2 vans
Long Marine Lab	1 cutaway – intermittent service	2 transit buses
Route #15/16	8 transit buses*	2 transit buses**
Route #20	Less than 1 transit bus*	1 transit bus
New Aptos -UCSC Route	NA	2 transit buses – morning and afternoon only

*Interlined with other routes

** Buses will provide 2 to 7.5 hours of service each, depending upon one of three options

4.3 Financial Plan

This section focuses on financial implications of the short-term service recommendations. Table 4-3 presents the operating costs this plan entails. To determine costs, incremental cost per vehicle revenue hour was applied to the estimated amount of revenue service proposed and shown in Table 4-1. For TAPS, cost per hour was based on \$1.6 million spent in 2002-2003 on shuttle operations. This includes costs such as labor, maintenance and fuel, but not fixed costs like administration. For METRO, a line item expense report was used to generate overall non-fixed costs, which totaled \$18.2 million. This included bus operators, fleet maintenance salaries, and other maintenance expenses, but not administrative costs or the paratransit program. Incremental cost per hour was calculated at \$47.82 for TAPS and \$79.61 for METRO.

Table 4-3 shows the expenses calculated when these unit costs were applied to the projected additional hours. TAPS operations would incur \$20,945, while METRO operations would cost from \$501,145 to \$651,289, depending upon how additional service on Route #15/16 were provided. All costs are in current dollars.

It is also helpful to consider the impact of potential passenger revenue from the routes that could be operated by METRO. Passenger revenue is a function of ridership; starting in 2004, UCSC will be billed at a set amount per University passenger trip (85.3 cents in FY 2004-05), while general public passengers provide cash or a pre-paid fare (an average fare of \$1.25 was posited). Table 4.4 shows ridership and revenue estimates. A description of assumptions used to estimate ridership for each route is provided in Appendix D.

Table 4-3: Projected Annual Operating Costs

Route	Proposed Changes	TAPS			METRO				
		Annual Hours	Cost per Hour	Annual Cost	Annual Hours	Cost per Hour	Annual Cost	Est. Fare Revenue*	Est. Net Annual Expense
Bicycle Trailer	Add an additional vehicle and extend service until 12 noon	810	\$47.82	\$38,734					
Long Marine Lab Shuttle	Transform into weekday route that makes local stops between UCSC and Long Marine Lab with 30-minute headways between 9 and 4:30 and 60 minute headways at other times.	-372	\$47.82	-\$17,789	2,997	\$79.61	\$238,591	\$69,818	\$ 168,773
Route #15/16	Option 1- Add two trippers during times of peak demand				1,088	\$79.61	\$ 86,616	\$73,860	\$12,756
Route #15/16	Option 2- Create more frequent and consistent headways				2,430	\$79.61	\$193,452	\$123,722	\$69,730
Route #15/16	Option 3 – Add two trippers between campus and Bay/Mission only during times of peak demand				544	\$79.61	\$43,308	\$36,930	\$6,378
Route #20	Improve 90-minute headways to 30 minute peak period and 60 minute off-peak headways, and add evening service until 10 PM				1,134	\$79.61	\$90,278	\$39,626	\$50,652
New Aptos -UCSC Route	Create new express route between Aptos, Cabrillo College, and UCSC that runs during peak times				1,620	\$79.61	\$128,968	\$51,302	\$77,666
TOTAL	Route #15/16 Option 1			\$20,945	7,270		\$544,453	\$234,607	\$309,846
TOTAL	Route #15/16 Option 2			\$20,945	8,618		\$651,289	\$321,399	\$329,890
TOTAL	Route #15/16 Option 3			\$20,945	6,732		\$501,145	\$197,677	\$303,468

*Includes UCSC billings

Table 4-4: Ridership and Revenue Estimates

Route	Proposed Changes	Estimated Ridership			Estimated Revenue		
		UCSC Affiliates (85%)	Non-Affiliates (15%)	Total	UCSC Affiliates (\$0.853 per passenger)	Non-Affiliates (\$1.25 per passenger)	Total
Long Marine Lab Route	Transform into weekday route that makes local stops between UCSC and Long Marine Lab with 30-minute headways between 9AM and 4:30PM and 60 minute headways at other times.	65,215	11,508	76,723	\$55,433	\$14,386	\$69,818
Route #15/16	Option 1- Add two trippers during times of peak demand	68,990	12,175	81,165	\$58,642	\$15,218	\$73,860
Route #15/16	Option 2- Create more frequent and consistent headways	115,565	20,394	135,959	\$98,230	\$25,492	\$123,722
Route #15/16	Option 3 – Add two trippers between campus and Bay/Mission only during times of peak demand	34,495	6,087	40,582	\$29,321	\$7,609	\$36,930
Route #20	Improve 90-minute headways to 30 minute peak period and 60 minute off-peak headways, and add evening service until 10 PM	37,014	6,532	43,546	\$31,462	\$8,165	\$39,626
New Aptos - UCSC Route	Create new express route between Aptos, Cabrillo College, and UCSC that runs during peak times	47,920	8,456	56,376	\$40,732*	\$10,571	\$51,302
TOTAL	Route #15/16 Option 1	219,138	38,671	257,810	\$186,267	\$48,339	\$234,607
TOTAL	Route #15/16 Option 2	300,208	52,978	353,186	\$255,177	\$66,222	\$321,399
TOTAL	Route #15/16 Option 3	184,643	32,584	217,227	\$156,947	\$40,730	\$197,677

*Includes Cabrillo College affiliates as well (billed at the same rate as UCSC)

Estimated ridership for each route was distributed among UCSC and non-UCSC riders at a ratio of 85% to 15%. This is based on a UCSC affiliate share of 87% of all trips made on campus-bound Metro routes in calendar year 2002. The proportion of non-affiliates was increased slightly to reflect the fact that several of the proposed new services (e.g., Aptos-UCSC route, additional Westside service) have a good potential to capture non-University riders.

The results of adding revenue considerations can be seen in the last column of Table 4-3.

When estimated revenues are factored in, net expenses for the new service are reduced to a range of \$365,836 to \$475,441. The total net operating expenses for each of the three packages of options represent the amount of funds that will need to be identified in addition to passenger revenue. They are \$309,846 with route #15/16 option 1, \$329,890 with route #15/16 option 2, and \$303,468 with route #15/16 option 3.

Costs for longer-term capital investments discussed in this report are contingent upon further studies that determine feasibility and site-specific requirements.

4.4 Potential Funding Sources

The University and METRO are close to agreeing to a contract amendment that would revise the way in which METRO bills UCSC for trips taken by affiliates. Currently, this is based on a formula that takes into account average daily UCSC ridership on campus-bound METRO routes only. This will be replaced by a cost per passenger trip charge that will be applied to UCSC affiliates on all METRO routes. The rate per passenger will begin 85.3 cents and be indexed to cost of living. UCSC TAPS will need to evaluate the effect of these new arrangements on total billings from METRO, as well as the effect of additional service recommended in this plan. Based on the ridership projections above, METRO billings could rise by over \$200,000.

Even with some of the costs of this service covered by University and general public revenues, there is a need for TAPS and METRO to work together to identify sources to fund operating expenses not covered by the University billings and the farebox. Like many transit agencies, METRO has been struggling to financially support existing services, so funding for service enhancements will need to be creatively sought.

One way of accomplishing this is by reallocating funds. As mentioned, METRO may wish to reevaluate its Westside community routes, and any cost savings from there could be used to support proposed increases in University-based service. The possibility of gaining additional revenue for these services should also be explored. The University administrative units that would benefit from frequent transit connections between the Westside and the University currently are not required to pay for parking. A parking or special transit charge could help make possible transit service that would benefit them. Private beneficiaries of transit service, such as large apartment complexes, may also be pursued

New routes proposed in this report may be candidates for demonstration funds. TAPS and METRO staffs may be able to identify programs at the state or federal level that would provide capital and/or temporary operating funds for new routes, such as the proposed Aptos route. An example of this might be the federal CMAQ program, which may provide vehicles and three years of operating funds for transit services that will reduce automobile trips. If the service proves successful, it may be sustainable through local funds.

Because Santa Cruz is an urbanized area under 200,000 in population, it receives FTA formula funds (Section 5307) on the basis of its population and population density only. Unlike in urban areas with population of 200,000+, service factors are not taken into account. That being said, a recently published FTA paper has argued that smaller transit intensive cities like Santa Cruz suffer from this non-service related formula, and recommends changes to the funding formula for urban areas under 200,000 to redress this. According to the study Santa Cruz would have received \$3.0 million rather than \$1.2 million in FY2000 if allocations of 5307 funds were made for small urban areas on the basis of service factors similar to larger urban areas.¹⁷ If the next federal transportation bill does make changes to include service factors as part of apportionments to small urban areas, then Santa Cruz stands to benefit, largely from the high service factors (bus passenger miles and vehicle revenue miles) that are in no small part attributable to UCSC. Although the particulars of that legislation have yet to be determined, if additional Section 5307 funds for Santa Cruz come out of the upcoming federal bill, it may make proposed service enhancements more feasible.

4.5 Implementation Schedule

The following schedule provides a general timeline for implementation of the service plan. As mentioned before, it is important to note that the implementation of changes to existing routes or any new services proposed in this study should be preceded by targeted on-off data collection and run time testing of new concepts with transit vehicles. Although the two operating agencies will have primary implementation responsibility for changes to their respective routes, and new routes connecting underserved areas to the Campus will likely fall to METRO to operate, the cooperative involvement of both TAPS and METRO staff in the development of this plan should continue into the implementation phase. In particular, the development of new routes offers an opportunity for cooperation.

In general, it is recommended that service changes by both TAPS and METRO be made once a year, prior to the fall semester. This will allow the two staffs to coordinate all planning efforts, simplify marketing efforts, and cause less confusion on the part of transit users.

That being said, several campus shuttle cost neutral options may be implemented as early as the Spring 2004 quarter. These relatively small changes could be implemented without requiring TAPS and METRO to update public timetables. However, they must be

¹⁷ *The Urbanized Area Formula Program and the Needs of Small Transit Intensive Cities*, FTA, 2000.

accompanied by some public awareness effort. TAPS has a legitimate concern regarding making service changes midway through a school year. It is true that changes can create confusion and do require additional marketing efforts and costs. However, the timing of this report means that it makes sense to put in place the recommended small-scale changes to TAPS services, as they will have an immediate benefit and demonstrate to the UCSC community that this study has yielded benefits. TAPS should make a special effort to update its printed material and website to clearly reflect the changes and also implement an additional marketing campaign to make students aware of this.

UCSC may also begin in the first part of 2003 to study some of the capital suggestions made in this study, such as the feasibility of imposing auto restrictions on McLaughlin Drive, the creation of queue jumpers, and pedestrian improvements. TAPS should also revise its vehicle replacement schedule at this time to incorporate larger vehicles. The Loop route could operate with larger vehicles immediately, while minor changes to the Perimeter route (e.g., eliminate Cowell Circle diversion) may be needed before larger vehicles are employed for that route.

Service proposals that are not cost neutral could be implemented in the fall of 2004 or the fall of 2005. Adding another vehicle to the Bicycle Trailer route would cost about \$50,000 and extending its hours may be achievable using existing TAPS funding sources. Adding two buses to route #15/16 has the potential to capture additional ridership and therefore allow METRO to recoup some of its expenses through its UCSC billings. Our recommendation for route #20 is an incremental increase in service, which might be funded by shifting resources from Westside community services that might be consolidated, along with any funding that can be secured from new residential developments in the area. The two new routes in this plan are a local-stop Long Marine Lab service and a UCSC-Cabrillo-Aptos express route. The expense of these routes may require a student transportation fee increase, or an effort to secure alternative funding.

It is anticipated that any implementation of suggestions regarding transit-related capital investments will take place after 2006, given the need for further study, funding, construction, etc. An exception to this may be the replacement of TAPS 30' buses with 35' or 40' buses if those vehicles are slated for replacement before 2006. Given the tentative nature of all of these improvements, no specific timetable is proposed.

Cost Neutral Campus Shuttle Improvements (Could be implemented immediately)

- *Day Perimeter* - Eliminate segment between Base and East Remote and Quarry Plaza Diversion. Use time savings to reduce headways from 12 to 9 minutes. Move layover location to East Remote Lot.
- *Day Core* - Operate on Meyer Drive in both directions. Move layover location to East Remote Lot.
- *Core Express* –Move layover to Music Center. Shift routing to Heller Drive and McLaughlin Drive or change into a bi-directional route that serves residential colleges directly

- *Shopper's Shuttle* - Operate trips to Capitola Mall one night per week.

Short-term Implementation (2004-2005)

TAPS

- Initiate feasibility studies for capital investments.
- Update vehicle replacement program to include 40' vehicles.
- Consider operating the Day Perimeter route on a headway-based schedule.
- *Bicycle Trailer* – Add second vehicle. TAPS may be able to fund this with existing resources.

METRO

- *Route #22* - Optimize schedule and add stop on Laurel Street.
- *Route #15/16* –Add two buses and make schedule adjustments to reduce pass-bys and relieve overcrowding, implementing one of three alternative approaches.
- *Route #20* – Provide resources to allow for 60-minute frequencies until 10 PM. Resources could be shifted in association with a consolidated Westside community route. Contributions of new developments on Westside of Santa Cruz (including Pacific Shores) may also be applied to this.
- *UCSC-Cabrillo College-Aptos Route* – Create new express route between Aptos, Cabrillo College, and UCSC that runs during peak times. Seek funding from Cabrillo College. State or federal funding sources (e.g. CMAQ grant) may be pursued to fund vehicle and initial operating costs. It may be necessary to pursue a student transit fee hike in order to have adequate funds to continue and grow this route.
- *Long Marine Lab Route* – Transform into weekday route that makes local stops between UCSC and Long Marine Lab with 30-minute headways between 9 AM and 4:30 PM and 60-minute headways at other times. It may be necessary to pursue a student transit fee hike to fund this route.

Long Term Implementation (2006-2020)

- Continue to monitor service performance and transit demand.
- Add additional capacity to meet demand.
- Implement capital investments per result of feasibility studies.

Chapter 5 Conclusions and Summary

This final chapter summarizes what the preceding plan accomplishes for both UCSC and the larger Santa Cruz community.

First, the plan includes a number of zero cost recommendations that should result in greater ridership and better service. It builds on success of the LOOP route, which was implemented by TAPS with no additional resources and has resulted in greater ridership and better service for UCSC users. The establishment of the LOOP enables this plan to terminate the Perimeter route at the East Remote lot, which in turn allows for higher frequencies on this route without adding resources. The plan also provides for improved service on METRO routes through changes to scheduling, which is again possible to do at no additional cost. This, paired with the additional of only two more vehicles, could make an immediate impact in alleviating overcrowding on the high demand Laurel/Mission/Bay corridor. In the medium term, the use of larger vehicles by both TAPS and METRO can accommodate more demand without increasing costs. Another example of an improvement that this plan makes which potentially does not require any net increase in resources is funding increased Route 20 services through the consolidation of underutilized Westside local routes.

Many recommendations in this plan do require additional resources, which include both new Westside and East-West routes, as well as capital investments to accommodate future demand and improve the quality of transit at UCSC and Santa Cruz as a whole. It is worth pointing out that these investments are consistent with a key goal set forth in the recently completed MTS, insofar as they would address the identified need to increase the transit mode share for trips internal to Santa Cruz in order to keep congestion at manageable levels and maintain the quality of life in the region. The MTS views the UCSC community as having a comparatively high potential for shifting mode share to transit. Because UCSC's non-automobile mode share is already very high, it will take significant improvements to attract even more users to transit¹⁸ These include providing quality service to underserved markets, such as the far Westside and areas east of downtown, and improving travel speeds and overcrowding on all bus routes, which can be accomplished with investments in vehicles as well as infrastructure improvements.

In addition to helping the City of Santa Cruz achieve its goals in terms of congestion mitigation and quality of life, improved UCSC-based transit also benefits Santa Cruz residents who use transit. This plan includes a new east-west route that would provide better travel opportunities for Santa Cruz residents as well, and any BRT-type improvements made on a regional level would mean faster travel times for more than just UCSC riders.

¹⁸ Although this study makes no assumptions about the future of parking policies at UCSC, that will obviously have a great affect on mode share as well.

Appendix A
Load Check Totals

Upper College 8/Porter Stop Totals

Eastbound	Passengers	
8:31 - 8:45	47	
8:46 - 9:00	69	
9:01 - 9:15	46	
9:16 - 9:30	50	
9:31 - 9:45	238	Peak hour total
9:46 - 10:00	220	596
10:01 - 10:15	88	
10:16 - 10:30	33	
10:31 - 10:45	32	
10:46 - 11:00	47	
11:01 - 11:15	64	
11:16 - 11:30	70	
11:31 - 11:45	124	

Westbound	Passengers
11:46 - 12:00	115
12:01 - 12:15	104
12:16 - 12:30	40
12:31 - 12:45	34
12:46 - 1:00	58
1:01 - 1:15	24
1:16 - 1:30	76
1:31 - 1:45	74
1:46 - 2:00	134
2:01 - 2:15	62
2:16 - 2:30	51
2:31 - 2:45	48
2:46 - 3:00	59
3:01 - 3:15	28
3:16 - 3:30	76
3:31 - 3:45	69
3:46 - 4:00	139

Social Sciences Stop Totals

Westbound	Passengers		
8:45 - 9:00	58		
9:01 - 9:15	77		
9:16 - 9:30	125	Peak hour total	673
9:31 - 9:45	104		
9:46 - 10:00	367		
10:01 - 10:15	53		
10:16 - 10:30	53		
10:31 - 10:45	58		
10:46 - 11:00	29		
11:01 - 11:15	54		
11:16 - 11:30	51		
11:31 - 11:45	125		
11:46 - 12:00	379		
12:01 - 12:15	71		

Eastbound	Passengers
12:16 - 12:30	31
12:31 - 12:45	39
12:46 - 1:00	34
1:01 - 1:15	57
1:16 - 1:30	60
1:31 - 1:45	87
1:46 - 2:00	148
2:01 - 2:15	63
2:16 - 2:30	59
2:31 - 2:45	42
2:46 - 3:00	55
3:01 - 3:15	45
3:16 - 3:30	68
3:31 - 3:45	126
3:46 - 4:00	151

Bidirectional Totals (Internal Demand)

College 8/Porter			Social Sciences			Bidirectional Total
Dir.	Time Period	Passengers	Dir.	Time Period	Passengers	
EB	8:31 - 8:45		47			
EB	8:46 - 9:00		69 WB	8:45 - 9:00	58	127
EB	9:01 - 9:15		46 WB	9:01 - 9:15	77	123
EB	9:16 - 9:30		50 WB	9:16 - 9:30	125	175
EB	9:31 - 9:45		238 WB	9:31 - 9:45	104	342
EB	9:46 - 10:00		220 WB	9:46 - 10:00	367	587
EB	10:01 - 10:15		88 WB	10:01 - 10:15	53	141
EB	10:16 - 10:30		33 WB	10:16 - 10:30	53	86
EB	10:31 - 10:45		32 WB	10:31 - 10:45	58	90
EB	10:46 - 11:00		47 WB	10:46 - 11:00	29	76
EB	11:01 - 11:15		64 WB	11:01 - 11:15	54	118
EB	11:16 - 11:30		70 WB	11:16 - 11:30	51	121
EB	11:31 - 11:45		124 WB	11:31 - 11:45	125	249
WB	11:46 - 12:00		115 WB	11:46 - 12:00	379	494
WB	12:01 - 12:15		104 WB	12:01 - 12:15	71	175
WB	12:16 - 12:30		40 EB	12:16 - 12:30	31	71
WB	12:31 - 12:45		34 EB	12:31 - 12:45	39	73
WB	12:46 - 1:00		58 EB	12:46 - 1:00	34	92
WB	1:01 - 1:15		24 EB	1:01 - 1:15	57	81
WB	1:16 - 1:30		76 EB	1:16 - 1:30	60	136
WB	1:31 - 1:45		74 EB	1:31 - 1:45	87	161
WB	1:46 - 2:00		134 EB	1:46 - 2:00	148	282
WB	2:01 - 2:15		62 EB	2:01 - 2:15	63	125
WB	2:16 - 2:30		51 EB	2:16 - 2:30	59	110
WB	2:31 - 2:45		48 EB	2:31 - 2:45	42	90
WB	2:46 - 3:00		59 EB	2:46 - 3:00	55	114
WB	3:01 - 3:15		28 EB	3:01 - 3:15	45	73
WB	3:16 - 3:30		76 EB	3:16 - 3:30	68	144
WB	3:31 - 3:45		69 EB	3:31 - 3:45	126	195
WB	3:46 - 4:00		139 EB	3:46 - 4:00	151	290
Peak Hour Total						1245

Bay & High Street Stop Totals

Inbound	Passengers		
9:01 - 9:15	20		
9:16 - 9:30	33		
9:31 - 9:45	87		
9:46 - 10:00	214		
10:01 - 10:15	70		
10:16 - 10:30	23		
10:31 - 10:45	81		
10:46 - 11:00	73		
11:01 - 11:15	45		
11:16 - 11:30	138		
11:31 - 11:45	156	Peak hour total	530
11:46 - 12:00	150		
12:01 - 12:15	86		
12:16 - 12:30	66		
12:31 - 12:45	30		
12:46 - 1:00	8		

Outbound	Passengers		
1:01 - 1:15	57		
1:16 - 1:30	95		
1:31 - 1:45	0		
1:46 - 2:00	186		
2:01 - 2:15	255	Peak hour total	594
2:16 - 2:30	19		
2:31 - 2:45	134		
2:46 - 3:00	74		
3:01 - 3:15	18		
3:16 - 3:30	85		
3:31 - 3:45	41		
3:46 - 4:00	63		
4:01 - 4:05	63		

Notes on Methodology:

In several instances at Bay and High, morning inbound buses did not stop, even when it appeared they were not full. A total of 1181 passengers on were observed on 36 recorded trips, for a morning inbound average of 33 passengers per trip. This figure was utilized for passbys where the vehicle was not observed to be full.

In instances where surveyors were unable to count the passengers on vehicles (typically due to overcrowding), estimates of ridership were substituted for counts. The following table describes the methodology behind these estimates.

	Seats	Standees	CF	F	NF	AE
Ford Aerotech	20	10	32	29	23	6
Ford Falcon	20	10	32	29	23	6
Gillig Phantom	29	20	51	47	37	10
Gillig Spirit	22	14	38	34	27	7
METRO 40-foot	40	20	63	57	45	12
Thomas Transitliner	30	20	53	48	38	10

Key:

CF = Completely Full = 105% of Seats plus Standees

F = Full = 95% of Seats plus Standees

NF = Nearly Full = 75% of Seats plus Standees

AE = Almost Empty = 25% of Seats plus Standees

Appendix B
Vehicle Fleet Inventories

**Table B-1
TAPS Vehicle Inventory**

Bus #	Model	Manufacturer	Year	Mileage	Seating Capacity	Condition	Size
7830	Aerotech	Ford	1995	131,160	20	Good	Cutaway
7831	Aerotech	Ford	1995	145,193	20	Good	Cutaway
7832	Transitliner	Thomas	1995	68,583	30	Good	30'
7833	Transitliner	Thomas	1995	71,853	30	Good	30'
7836	Transitliner	Thomas	1997	72,926	30	Good	30'
7837	Aerotech	Ford	1997	132,154	20	Good	Cutaway
7838	Aerotech	Ford	1997	134,188	20	Good	Cutaway
7839	Aerotech	Ford	1997	136,014	20	Good	Cutaway
7840	Aerotech	Ford	1997	135,039	20	Good	Cutaway
7845	Aerotech	Ford	1999	113,467	20	Good	Cutaway
7846	Aerotech	Ford	1999	107,693	20	Good	Cutaway
7847	Aerotech	Ford	1999	101,688	20	Good	Cutaway
7848	Aerotech	Ford	1999	100,955	20	Good	Cutaway
7850	Phantom	Gillig	1990	246,540	29	Fair	30'
7851	Spirit	Gillig	1990	357,449	22	Fair	30'
7852	Spirit	Gillig	1990	320,131	22	Fair	30'
7853	Spirit	Gillig	1990	114,467	22	Fair	30'
7856	Spirit	Gillig	1990	156,609	22	Fair	30'
7866	Spirit	Gillig	1990	219,989	22	Fair	30'
7867	Spirit	Gillig	1990	127,640	22	Fair	30'
7868	Spirit	Gillig	1990	263,840	22	Fair	30'
7869	Spirit	Gillig	1990	331,938	22	Fair	30'
7870	Spirit	Gillig	1990	295,469	22	Fair	30'
7871	Spirit	Gillig	1990	268,404	22	Fair	30'
7872	Spirit	Gillig	1990	163,645	22	Fair	30'
7873	Spirit	Gillig	1990	298,164	22	Fair	30'
7874	Goshen Coach	Ford	2001	8,881	18	Good	Cutaway
7891	Falcon	Ford	1990	176,532	20	Fair	Cutaway
7892	Falcon	Ford	1990	179,532	20	Fair	Cutaway
7895	Falcon	Ford	1991	167,387	20	Fair	Cutaway
7899	Escort Re	El Dorado	1995	136,292	28	Good	30'
32	Total						

**Table B-2
METRO Vehicle Inventory (Entire Fleet)**

# of Vehicles	Manufacturer	Year	Average Mileage	Seating Capacity	Condition	Size
8	GMC RTS	1983	766,540	41	Fair	40'
3	Champion	1992	122,236	15	Fair	25'
10	Gillig	1984 (2000)*	428,850	41	Good	40'
15	New Flyer	1988	722,402	34	Fair	35'
7	New Flyer	1989	838,140	37	Fair	40'
12	New FlyerLF	1998	290,415	39	Good	40'
18	New FlyerLF	1998	259,142	30	Good	35'
15	New FlyerLF	2003	2,500	30	New	35'
14	New FlyerLF	2003	2,500	39	New	40'
8	NF CNG LF	2002	5,420	39	New	40'
1	Trolley Rep.	2002	2,850	22	New	32'
111	Total					

* The 1984 Gillig fleet was refurbished in 2000 to add 7 years of service life.

Appendix C

Typical Bus Capacities

APPENDIX B. EXHIBITS IN U.S. CUSTOMARY UNITS

Exhibit 2-23a
 Characteristics of Bus Transit Vehicles—United States and Canada

Bus Type	Length (ft)	Width (ft)	Typical Capacity		
			Seats	Standees	Total
Small Bus/Minibus	18-30	6.5-8.0	8-30	0-10	8-40
Transit Bus (low floor) (articulated)	35	8.0-8.5	30-35	20-30	50-60
	40	8.5	35-50	30-40	65-75
	40	8.0	30-40	25-40	55-70
	60	8.0-8.5	65	55	120

NOTE: In any transit vehicle, the total passenger capacity can be increased by removing seats and by making more standing room available; however, this lowers the passengers' quality of service.

Exhibit 2-44a
 Estimated Average Speeds of Buses Operating in Freeway HOV Lanes (mph)

Stop Spacing (mi)	Dwell Time (s)			
	15	30	45	60
50 mph Running Speed				
1.0	34.2	29.9	26.6	23.9
1.5	38.2	34.5	31.5	29.0
2.0	40.6	37.4	34.7	32.4
2.5	42.2	39.4	37.0	34.8
3.0	43.3	40.9	38.7	36.7
55 mph Running Speed				
1.0	35.8	31.1	27.6	24.7
1.5	40.5	36.4	33.0	30.3
2.0	43.3	39.8	36.7	34.1
2.5	45.3	42.1	39.3	36.9
3.0	46.6	43.8	41.3	39.0
60 mph Running Speed				
1.0	37.1	32.1	28.3	25.3
1.5	42.5	38.0	34.4	31.4
2.0	45.8	41.8	38.5	35.6
2.5	48.1	44.5	41.5	38.8
3.0	49.8	46.5	43.7	41.2

NOTE: Assumes constant 4 ft/s² acceleration/deceleration rate.

Appendix D
Ridership Estimation Assumptions

**UCSC Comprehensive Transit Study
METRO Service Recommendations Ridership Estimation**

Route	Existing passenger trips per hour	New Service passenger trips per hour assumption	New Service passenger trips per hour	New service annual Vehicle Revenue Hours	New Service estimated ridership
Long Marine Route	51.2	50% of existing Route 20	25.6	2997	76723
15/16 opt 1	74.6	100% of existing	74.6	1088	81165
15/16 opt 2	74.6	75% of existing	56.0	2430	135959
15/16 opt 3	74.6	100% of existing	74.6	544	40582
Route 20	51.2	75% of existing	38.4	1134	43546
Aptos Route	69.6	50% of UCSC University route average	34.8	1620	56376

Engineers

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Planners

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 23, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF AMENDING THE POLICY ON FREE BUS PASSES TO PROVIDE FOR ANNUAL PASSES UPON REQUEST FOR BOARD MEMBERS HAVING SERVED FOUR YEARS, RETIREES AND THEIR SPOUSES/SURVIVORS, AND THE SURVIVORS OF BOARD MEMBERS AND EMPLOYEES WHO DIE WHILE IN ACTIVE SERVICE AT METRO AND FOR THOSE INJURED ON THE BUSES WHEN IT IS IN METRO'S BEST INTERESTS.

I. RECOMMENDED ACTION

That the Board of Directors approve amending the current policy regarding free bus passes to provide for lifetime annual passes for Board Members having served four years, retirees and their spouses/survivors, and the survivors of Board Members and employees who die while in active service at METRO and for those injured on buses when it is in the METRO's best interests.

II. SUMMARY OF ISSUES

- Currently, METRO provides free bus passes for Board Members, employees, retirees and their spouses.
- The current practice is to allow for the issuance of annual bus passes to former Board Members who complete one full four-year term on the Board.
- The existing policy regarding free bus passes is included in the Administrative Regulations and Policies at METRO.
- As the provision of free bus passes applies to Members of the Board of Directors as well as employees, it is appropriate that the policy be subject to Board consideration.
- The policy regarding the issuance of free bus passes requires clarification in respect to the requirements for former Board Member's service requirements.
- The current policy regarding free bus passes needs to be clarified with respect to specific benefits for the survivors of retirees, former Board Members, and individuals who die while in active service at METRO.
- It is also important to authorize the issuance of daily or monthly passes to individuals who have injuries due to accidents or incidents incurred on METRO buses.

III. DISCUSSION

Currently, METRO provides free bus passes pursuant to an administrative policy that has been in place for many years. The current policy addresses free bus passes for current employees, retirees, spouses, survivors and Board Members. Members of the Board who have served a full four year term are entitled to free annual passes. The Board passes, as well as all other passes provided for in the current policy, must be requested annually.

Recently the issue of the requirement for free pass eligibility was raised with respect to the full term threshold for former members of the Board of Directors. The question centered around whether four years of service was sufficient or if the four years also needed to constitute the completion of a full term. In evaluating the free bus pass policy, I found the need to revise the language in different areas to clearly reflect the intent of the policy. As the policy applies to both METRO employees and Members of the Board of Directors, I believe that the Board should take action regarding the approval of the provisions of the policy, including allowing the issuance of bus passes for former Board Members and for those injured on METRO buses.

Attached to this Staff Report is a modified free bus pass policy, which clarifies the benefits that are available to METRO employees, retirees, their spouses, and their survivors. The revised policy also provides for the issuance of bus passes to former Board Members who have served four years regardless of whether that time constitutes a full term or is derived from a combination of parts of terms.

IV. FINANCIAL CONSIDERATIONS

As it is not possible to anticipate the level of utilization that each free pass that is issued will receive there is not an ability to calculate the impact on fare revenue received by METRO as a result of the revision of the free bus pass policy.

V. ATTACHMENTS

Attachment A: Revised Policy for the Issuance of Free Bus Passes.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-4004

Computer Title: freepass.doc

Effective Date: January 1, 1993

Pages: 3

TITLE: BUS PASSES - ISSUANCE OF FREE PASSES

Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
12/5/95	Revise format without content change	<u>SG</u>
7/19/96	Limits on student passes	<u>SG</u>
2/24/98	Clarify language	<u>MD</u>
04/24/03	New title without content change	<u>LW</u>
08/22/03	Increase in pass allowance to reflect fare increase	<u>LW</u>
<u>01/23/04</u>	<u>Clarify language: Add language to allow bus passes for claimants and potential claimants</u>	

I. POLICY

- 1.01 The Board of Directors or the General Manager of the Santa Cruz Metropolitan Transit District are authorized to issue free passes only in accordance with the following Regulation and the District Fare Ordinance.

II. APPLICABILITY

- 2.01 This regulation is applicable to all District employees, retirees, current and former members of the Board of Directors and their spouses.

III. ISSUANCE OF FREE BUS PASSES

- 3.01 Free bus passes may be issued by the Board of Directors or the General Manager in the following circumstances:

- a. Day or monthly passes may be issued to claimants, potential claimants and bus passengers who sustain injuries on the buses or, in District facilities if it is in the District's best interests.

- b. Monthly passes may be issued to persons who perform an act which directly benefits the District;
- c. Monthly passes may be issued as an award for a contest sponsored by the District;
- d. A monthly and/or weekly pass valid for no longer than one month may be issued to students participating in educational programs, which promote good will and friendship with other countries. A limit of \$3,000 per organization per calendar year is established for the value of passes issued to students with a District limit of \$10,000 to all organizations per year, except that an organization that has not previously requested passes during the year may request ten passes or less once the \$10,000 limit has been reached;
- e. An annual pass shall be issued upon request to all employees ~~and spouses~~ who retire from the District under the provisions of the Public Employee Retirement System with five or more years served in District employment and their spouses;
- f. An annual pass shall be issued upon request to the spouse of a deceased employee or Board of Directors' member who dies while in the service of the Santa Cruz Metropolitan Transit District;
- g. An annual pass shall be issued upon request to ~~former all~~ Board Members ~~and their spouses~~ who serve at ~~least full~~ four-year ~~s~~ term on the District's Board of Directors and their spouses;
- h. Passes may be provided to out-of-District participants in Transit meetings or conferences held in or near the Santa Cruz Metropolitan Transit District;
- i. Monthly passes may be issued to persons who supervise school children (K-12) traveling to and from school on weekdays on District buses. The school shall be responsible for certifying the need for such passes or tickets and for distribution.

3.02 The Santa Cruz Metropolitan Transit District may grant requests for discounted rates or donation of tickets and passes for use by recipients of services provided by emergency services agencies, provided the requests conform with the following criteria and procedures:

- a. The agency requesting the tickets and passes must be a non-profit organization which provides emergency services to the local community as defined below:

1. Agency must be registered by the State of California as a private non-profit agency.
 2. Agency must supply services to Santa Cruz County residents who are receiving services as a direct result of a bonafide emergency.
- b. The organization must submit a letter of request to the District outlining the nature of the transportation emergency, the reasons for the request, who will use the tickets and/or passes, and the number of tickets and/or passes required.
 - c. The tickets and/or passes may only be used by the organization's clients in conjunction with the receipt of emergency services, for the purposes specified in the letter of request.
 - d. The monetary value of the donated tickets and/or passes may not exceed \$300 over a one-year period. If the organization wishes to obtain additional tickets and/or passes or extend the program beyond one year, the District may develop a service contract with the organization to meet its long-term needs, at an adjusted rate.
- 3.03 Annual passes shall be issued to each member of the Board of Directors, District employee and members of their immediate family (spouse, unmarried equivalent to spouse, and children under the age of 18 years who reside within the household and/or other approved person in accordance with an approved Labor Agreement).
- 3.04 For the purpose of fare payment, an annual pass shall be considered the same as a monthly pass for fixed route service.

IV. ENFORCEMENT

- 4.01 Any District employee who violates this regulation shall be disciplined up to and including termination.