

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**BOARD OF DIRECTORS REGULAR MEETING AGENDA
JULY 21, 2000 (Third Friday of Each Month)
CITY HALL COUNCIL CHAMBERS
809 CENTER STREET
SANTA CRUZ, CALIFORNIA**

SECTION I: OPEN SESSION - 8:30a.m.

1. ROLL CALL
2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
3. ORAL AND WRITTEN COMMUNICATION REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONSIDER APPROVAL OF MINUTES OF CLOSED SESSION MEETING OF JUNE 16, 2000.
Minutes: Attached
2. CONFERENCE WITH LEGAL COUNSEL – LIABILITY CLAIM
Pursuant to Subdivision (a) of Section 54956.95 of the Government Code

Claim of: Cathy Pescale
Agency Claimed Against: Santa Cruz Metropolitan Transit District
Claim: Attached

SECTION III: RECONVENE TO OPEN SESSION - Immediately After Closed Session

1. REPORT OF CLOSED SESSION: District Counsel
2. ORAL AND WRITTEN COMMUNICATIONS:
 - a. Elise MacGregor RE: MetroBase
 - b. Kathryn & Othmar Tobisch RE: MetroBase
 - c. Kathleen Duncan RE: Bus Stop
 - d. Wes Scott, UCSC RE: UCSC/Westside Service
3. LABOR ORGANIZATION COMMUNICATIONS
4. METRO USERS GROUP (MUG) COMMUNICATIONS

* Please note: Location of Meeting Place

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF)
COMMUNICATIONS

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF 6/9/00 AND 6/16/00
Minutes: Attached
- 7-2. ACCEPT AND FILE PRELIMINARY APPROVED CLAIMS
Report: Attached
- 7-3. ACCEPT AND FILE PASSENGER LIFT REPORT FOR JUNE 2000
Report: Attached
- 7-4. CONSIDERATION OF TORT CLAIMS: Deny the Claims of Kyle Dixon; Norman C. Gardner
Dixon Claim: Attached
Gardner Claim: To Be Included in Add-On Packet
- 7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF 6/15/00
Minutes: Attached
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF 6/14/00
Minutes: Attached
- 7-7. MONTHLY BUDGET STATUS REPORT FOR MAY 2000, APPROVAL OF BUDGET TRANSFERS AND DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$300,000 FOR LIABILITY INSURANCE RESERVES, \$300,000 FOR WORKERS' COMPENSATION RESERVES, \$300,000 FOR BUS STOP IMPROVEMENT RESERVES AND THE REMAINDER FOR CAPITAL RESERVES IN THE ESTIMATED AMOUNT OF \$1,850,000
Staff Report: Attached
- 7-8. CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF ASSETS
Staff Report: Attached
- 7-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2000
Staff Report: Attached
- 7-10. ACCEPT AND FILE STATUS REPORT ON ADA PARATRANSIT PROGRAM FOR MAY 2000
Staff Report: To Be Distributed at the Board Meeting of 7/21/00
- 7-11. ACCEPT AND FILE QUARTERLY PERFORMANCE REPORT, THIRD QUARTER 1999/00
Staff Report: Attached

- 7-12. ACCEPT AND FILE QUARTERLY RIDERSHIP REPORT, THIRD QUARTER
99/00
Staff Report: Attached
- 7-13. ACCEPT AND FILE REPORT ON THE INCREASE IN COSTS FOR THE 2000
BEACH SHUTTLE
Staff Report: Attached
- 7-14. ACCEPT AND FILE REPORT ON REAR WINDOW VISIBILITY
Staff Report: Attached
- 7-15. CONSIDERATION OF ADOPTING THE SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
UPDATE AND SUBMITTING THE DBE PROGRAM UPDATE TO THE FTA FOR
APPROVAL
Staff Report: Attached
- 7-16. CONSIDERATION OF APPOINTMENT OF BARBARA SCHALLER TO THE
METRO USERS GROUP
Staff Report: Attached
- 7-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO
EXECUTE ON BEHALF OF SANTA CRUZ METROPOLITAN TRANSIT
DISTRICT A LEASE AGREEMENT WITH FILIBERTO PORRAS, D.B.A. LA
MISSION RESTAURANT, FOR THE RESTAURANT SPACE AT THE SANTA
CRUZ METRO CENTER, EFFECTIVE JULY 21, 2000.
Staff Report: Attached
- 7-18. CONSIDERATION OF AUTHORIZATION FOR THE GENERAL MANAGER TO
EXECUTE A LEASE AGREEMENT ON BEHALF OF SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT WITH COLLEEN COSBY AND
BRONSON BAKER D/B/A/ BREW BAR FOR A KIOSK SPACE AT THE SANTA
CRUZ METRO CENTER
Staff Report: Attached
- 7-19. CONSIDERATION OF ACCEPTANCE OF DONATION OF BIKE BENCHES
FROM UNIVERSITY OF CALIFORNIA, SANTA CRUZ
Staff Report: To Be Included in Add-On Packet

REGULAR AGENDA

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Jan Beautz, Chairperson
Staff Report: Attached

9. CONSIDERATION OF EASTERN BUS ACCESS TO THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ PER A REQUEST BY DOUG DEITCH
Presented by: Les White, General Manager
Staff Report: Attached
10. CONSIDERATION OF AWARD OF SECURITY SERVICES CONTRACT
Presented by: Bryant Baehr, Manager of Operations
Staff Report: Attached
11. CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING PASSENGER WAITING SHELTERS
Presented by: Tom Stickel, Manager of Fleet Maintenance
Staff Report: Attached
12. CONSIDERATION OF AWARD OF CONTRACTS FOR FURNISHING LIFE AND AD&D INSURANCE AND EMPLOYEE VISION COVERAGE
Presented by: Tom Stickel, Manager of Fleet Maintenance
Staff Report: Attached
13. **DELETED**
14. CONSIDERATION OF RESOLUTION TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR DISTRIBUTION OF SURPLUS TDA RESERVE FUNDS AND COMMISSION RESERVE FUNDS
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
15. CONSIDERATION OF A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT FOR FUNDS FOR HIGHWAY 17 CNG REPLACEMENT BUSES
Presented by: Mark Dorfman, Assistant General Manager
Staff Report: Attached
16. CONSIDERATION OF APPROVAL OF SERVICE TO THE SANTA CRUZ COUNTY FAIR
Presented by: Kim Chin, Manager of Planning and Marketing
Staff Report: Attached
17. CONSIDERATION OF SHUTTLE SERVICE FOR THE CAPITOLA ART AND WINE FESTIVAL
Presented by: Les White, General Manager
Staff Report: Attached
18. CONSIDERATION OF ADOPTION OF MANAGEMENT COMPENSATION ADJUSTMENT
Presented by: Les White, General Manager
Staff Report: Attached

19. CONSIDERATION OF AMENDING CONTRACT FOR RADIO MAINTENANCE
Presented by: Tom Stickel, Manager of Fleet Maintenance
Staff Report: Attached

20. CONSIDERATION OF EXTENSION OF J.B. ASSOCIATES AND APEX STRATEGIES CONTRACTS
Presented by: Les White, General Manager
Staff Report: Attached

ADJOURN

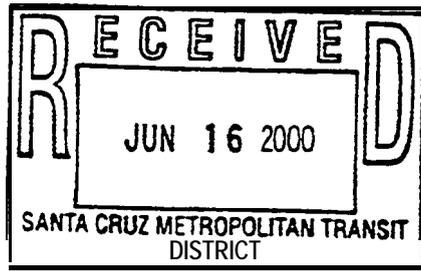
NOTICE TO PUBLIC

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 podium during consideration of Agenda Item #1 "Oral and Written Communications", under Section III. Presentations will be limited in time in accordance with District Resolution 69-2-1.

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

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.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Santa Cruz City Council Chambers is located in an accessible facility. If you wish to attend this meeting and require special assistance in order to participate, please Dale Carr at 426-6080 at least 72 hours in advance of the Board of Directors meeting.



Elise MacGregor
131 Hebard St.
Santa Cruz, CA 95060
(831) 429-8220
eliseelise@aol.com

Santa Cruz City Council
809 Center Street
Santa Cruz, CA 95060

Dear Council Members,

I attended the City Council Meeting on June 16, and made some observations there which I would like to express to you in writing, so that you can consider these words with your full attention.

1. As naturally occurs in any organization or business, the issue of Economics was exhaustively discussed as a primary consideration in the decision as to where to locate the proposed Metrobase. However, as a taxpaying member of the community you represent, I would like to remind you that the citizens of Santa Cruz willingly choose to spend something like 1/3 TO 1/2 OF OUR INCOME (OR MORE!) which we have chosen, CLEARLY NOT for reasons of Economics, but rather for the SINGLE, OBVIOUS MOTIVATION OF LIVING IN A PLEASING, HEALTHY, AND PRESERVED NATURAL ENVIRONMENT. (As a representative citizen of our community, note that this morning I got my teeth cleaned for the first time in 5 years. Why don't I get my teeth cleaned more often? Because I can't afford dental insurance. Yet, I am willing to work day and night to pay the mortgage on my modest, yet exorbitantly expensive, westside house, because living in a pleasing environment is more important to me than having my teeth cleaned regularly. I believe that if you surveyed my neighbors, you would find that many similarly choose to value their living environment over other economic, and even other health, issues.) If you were to ask most of the citizens of Santa Cruz County (and perhaps you have, so recall your own statistics if you have any) where they would like to have their tax dollars allocated, I feel certain that Environment would be at or near the top of their list of priorities. Since you are elected representatives of our community, you are not representing the wishes of the taxpayers who pay your salary when you consider Economics to be the overriding issue in searching for an appropriate Metrobase site. I ask that, whichever sites you consider, you remember to represent our number one concern, which is the Environment above and beyond all else, economics included.
2. At the meeting, Mike Rotkin inquired as to what is the lowest standard the city council must address when deciding how many sites to consider. This knowledge of the lowest standard is technically important when considering how to combat lawsuits brought to court by opposing neighborhoods, etc., but in terms of making a responsible decision regarding our precious, natural environment, and expensive, high-tax-paying, residential community, I hope that you will not even pay attention to trying to meet the lowest standard, and will instead strive to achieve a standard of site-studies that meets the quality of living desired, paid for (through our taxes) and upheld (through the way we behave, upgrade our houses, smile at our neighbors, etc.) by the people of our community. The standard by which you decide when you can claim you've "done enough" and "exhausted" all your options should be determined by the point at which your search has found a solution which best satisfies the values of your

2a-1

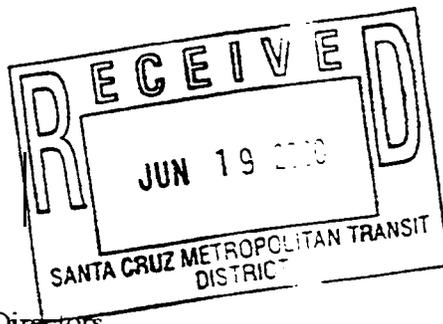
community, and not by satisfying some arbitrarily determined minimum-number-of-sites requirement.

3. A well-meaning but not so well-spoken member of our westside community made an ironic joke at the meeting, about the fact that you should not alert Harvey West Residents about your intention if they live further than 100 feet from the proposed site, since you did not alert the West Side residents of your intent to pollute their neighborhood before moving ahead with the plans to do it. Although we who live on the westside feel very emotional about this issue, and sometimes find it difficult to express ourselves in a professional way when confronted with the opinions of members of our city government who threaten to recklessly destroy the very environment we have paid for, and worked so hard to protect, we are also mature, community-loving adults, and we would no more like to see the Harvey West community get blindsided by a bunch of bewildered and desperate council members than ourselves. We don't want you to make the same mistake twice, by not alerting that community just like you failed to alert ours. We simply want you to take into consideration, when you compare the responses of the two communities, that the communities will have been treated in a very unequal manner, and that if their initial response seems much stronger it will not necessarily mean that there are more people opposed than the number or strength of people opposed who live in the westside community. One would think that we could simply trust you to recognize this fact and be fair, but in truth we feel that A. The City Council is in denial that they did not adequately inform the Westside Community of their intentions at the outset, therefore when it comes to a fair comparison they will not admit to themselves that there is some compensation needed, and B. Since the City Council has not yet even **recognized** that Environment is the peoples' number one concern, they cannot be trusted to represent **and** protect the views of our neighborhood. Yes, whether you like it or not, you have unwittingly landed yourselves in a situation where most of the residents in my neighborhood simply don't trust you, and in fact view most of you as The Enemy who is threatening our livelihood! (I say most, because we who attend the meetings do listen with a sharp ear to hear what each individual member of the council has to say, and how well they listen.) The emotional man who appeared to speak rather carelessly at the meeting is simply manifesting the fear all of us have, which is that we hope that we can trust you, and we fear that we cannot. At the same time, we are encouraged by the fact that you appear to now be aware of **the** importance of informing a community of your intentions early in the process, and we hope that your demonstrated learning is a sign that you are becoming more aware of how actively concerned our community is about environmental issues.
4. When westside resident Jeffrey Ferrell mentioned the Toys R Us site as a possible Metrobase site, you all laughed. It's true, the mention of a toy store is cute and funny, but I find it incredible that you haven't moved beyond your laughter to seriously consider that sprawling, well-ventilated, relatively sparsely populated and already paved-over area, with obvious benefits such as incomparable freeway access, location in an area that has not been naturally preserved and already houses a major highway junction (does not impact a preserved environment), etc. The word Eminent Domain popped up numerous times in the meeting, yet it appears **that** the City Council views worthless chain stores like Toys R Us (or Circuit City, or whatever) and even their sprawling parking lots as immovable and permanent pillars of our community. Think LONG TERM, people! Are you going to let some chain stores that people in our community don't need our care about hog the single most appropriate site in the entire coastal region? When you laugh at such an obvious proposal, our trust is profoundly shaken.

5. A council member mentioned that the July meeting will be held for the purpose of discussing the Harvey West site, and not to rehash the issues of the west side. Clearly, you are sick of hearing from those of us who live on the west side. We are sick of you, too. We would simply remove all of you from office and elect a new, environmentally- and locally-conscious council if we could do so in the short term. Instead, we are stuck with each other. So why not lighten your load? As a community force, we are not going to go away. Our opposition will not wane over time. If our words at the meetings cause you discomfort, imagine the discomfort we experience in the background of our lives each and every day, knowing that this issue has not yet been resolved. It's sort of like when you (if you are a woman) or your wife (if you are a man) give a fluid sample to the doctor, for a test that will confirm whether or not your unborn child will be healthy and fully functional when it is born. Of course, you expect that the test results will probably come out fine, yet during the period in which you have not yet received your test results you feel that nagging uncertainty in the back of your mind, and you can't fully relax and breathe easily until finally you find out that, yes, your child will be healthy and normal, and you can continue preparing for the future you have worked for and envisioned for yourself. If you remove the west side from its priority status, we on the west side will all breathe a little easier-but not entirely easily. When you remove us from your list altogether, then we will all be able to smile fully and get some good rest.

If you listen to, and fully consider, our wishes, as we have indeed listened to, and responded to, yours, perhaps we will even become friends again at some point in the future. . .

Sincerely,
Elise MacGregor



Othmar and Kathryn Tobisch
532 Dufour St.
Santa Cruz, CA 95060
June 16, 2000

Dear SCMTD Board of Directors,

This letter concerns the planned **MetroBase** on the **Westside** of Santa Cruz. We have been voting, tax-paying citizens of Santa Cruz for the last 32 years, and presently live on the Westside. Our house, on which we are **still** paying the **mortgage**, is a couple hundred feet from Mission St. Over the last several years, we have noticed an increase **in** noise and air pollution from automobile and truck traffic passing by on Mission St. The noise starts early, like between 3 - 4 am, as the trucks start rolling by **every** several minutes. Our cars parked in our driveway are often dirtied at least in part by the fallout from the **pollution** emanating **from** these trucks (and buses). We are not at all happy about this noise and air **pollution** as it stands now, even without a **MetroBase** on the Westside. In addition to this, of course, are the **mounting** frustrations with the **traffic** on Mission St.: lines of cars crawling along punctuated by **stops/starts** are common these days (a fact we had to face long before the widening project on Mission St. **began**). And this heavy traffic is found throughout the day, not just during rush hour. **This is not going** to get any better in the years to come despite the "remodeling" of Mission St presently **in** progress. Making it wider (etc.) just means more cars and trucks will be using it. **Basically**, nearly a status quo or worse situation will eventually result, even without the **MetroBase**.

The thought of having the **MetroBase**, which **serves** the entire County, so close by is **appalling** to us. It doesn't sound like the site **recommending** consultants for this project really had the **quality** of life of the citizens of Santa Cruz in mind when they made their recommendations. What we and all our neighbors extending for several **blocks** on either side of Mission St (*including up the **hill** towards the **University***) could **look** forward to would be a *constant* parade of buses and all the support vehicles involved making **noise** from the early hours before dawn until midnight or later, polluting the air (compressed **natural gas** run or not), and **clogging** the streets with heavy-vehicle traffic.

The proposed **Westside MetroBase** site itself is surrounded on 3 sides by residences, with Natural Bridges Park and schools very nearby. The corridor leading to the site is entirely surrounded by residential areas. There has got to be a better consolidation site for the Metro vehicles than the one presently chosen. As we understand it, financial considerations are the main argument for the present site, yet its locality is at the western edge of the County, a far cry from a more centrally located facility such as the second proposed site at Harvey West. The latter, at the least, would be more efficient in dispatching buses out **in** all directions, not to speak of better accessibility to support vehicles the service the buses, and **would** affect a much smaller number of Santa Cruz residences and their occupants.

Is the **degradation** of environmental **quality of life** for the City's residents a worthy goal to save some money if the locality of other consolidation sites would overall serve the community better and **nearly** save as much? We request that the **SCMTD** Board of Direct reconsider your game plan, a little more with the quality of life of the citizens of **this** community in mind.

We are the taxpayers that provide the funds, and we are *voters*. Please listen to us and find a less residential area for the site. In view of our and our children's health and quality of life in the years to come, **DO NOT** put the Metrobase on the **Westside**.

Cordially yours,


Kathryn and Othmar Tobisch

Dear Jesse Pu, **City** of Santa Cruz and Les White, Santa Cruz Transit District,

I have spoken with the neighbors close to the intersection of Western and Meder. I **didn't** find anyone who wanted a bus stop in this neighborhood. I sensed that I could have continued in any direction getting signatures from any house.

One neighbor finds that she is driven from her bathroom in the morning when the bus drives by. The diesel fumes Waft Up into her upstairs bathroom and make it unpleasant for her to continue in that room. All the neighbors wonder about why these large, noisy and smelly diesel buses are still traversing our neighborhood.

The proposed new **bustop** is adjacent to the kitchen window at 921 Western Drive.

Please do not bring **more** of these buses into our neighborhood.

Kathleen Duncan

ORIG:	<u>LES</u>
CC:	<u>MARY</u>
	<u>DAVID</u>
FILE TO:	<u>PEGGY</u>

JJJ

RECEIVED	
JUN 28 2000	
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	

Jesse Pu
Associate Transportation Engineer
City of Santa Cruz
809 Center Street
Santa Cruz, CA 95060

June 19th, 2000

Dear Jesse Fu, City of Santa Cruz

We strongly oppose establishing another bus stop at the intersection of Western and Meder Drives.

It is likely that another bus stop will increase the traffic at the western/meder intersection since more UCSC commuters will be likely to park in the neighborhood in order to park & ride. Effectively with 2 bus stops, the intersection will become a mini bus depot. Where do the bus riders originate? There are only a few homes at the intersection of western and meder.

Western/Meder already has one bus stop. It doesn't seem fair to burden one group of homes with the noise, smells, littering etc of 2 bus stops.

Kathleen Duncan	921 Western Drive	426-6849
Sam Schauble	912 Western Dr.	426-1937
Cheri Chandall	904 Western Dr.	423-9073
Samantha Forde	930 Western Dr.	426-9527
Geneva Bensen	935 Western Dr.	423-7429
James Baker	935 Western Dr.	423-7429
David Newman	922 Western Dr.	427-1313
William Jacobs	921 Western Dr.	426-6849
Carl Gould	915 Western Dr.	427-0176
Nichelle Karachristos	445 Meder St.	426-5814
Kate Karachristos	445 Meder St.	426-5814
Patricia Jones	925 Western Drive	4
Wm. Phillip	915 Western Dr.	427-0176



SANTA CRUZ, CALIFORNIA 95064

July 3, 2000

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

RE: Surplus Transportation Development Act Funds

Dear Board Members:

The University of California, Santa Cruz (UCSC), would like to request that SCMTD fund the formalization of the **UCSC/Westside** transit service during the 2000-2001 year using the Special Allocation of Surplus Transportation Development Act Reserve Funds being distributed by the Santa Cruz County Regional Transportation Commission in September.

During the 1999-2000 academic year SCMTD operated a very successful demonstration commuter bus service between **Westside** Santa Cruz and UCSC. The route commenced at SCMTD Metro Center, traveled through the **Westside** neighborhoods (along Delaware, Swift and Western), looped through the UCSC campus, and reversed the route back to Metro Center. The demonstration service was targeted to the **750** UCSC staff, faculty and student commuters living in the **Westside** of Santa Cruz within 1/4 mile of the route. This demonstration service operated six times a day and carried an average of 44 passengers per service hour. The six trips a day were provided by diverting some of the unscheduled supplemental University **#1** service from the **campus** to the **Westside** route.

Earlier this year SCMTD submitted a joint application with UCSC for Demonstration TDA Funds for formalization of the **UCSC/Westside** service. The proposal requested funds for eleven regularly scheduled hourly weekday trips and the return of the supplemental service to the **campus**. Unfortunately, this project was not selected for funding under the demonstration program. UCSC is now requesting that SCMTD fund this proposed service using some of the funds the District will be receiving from the TDA reserves.

SCMTD staff estimates that operating the **UCSC/Westside** service, eleven hourly trips each weekday, using regularly scheduled service would cost between \$100,000 to \$120,000 for the academic year. Assuming that ridership on the eleven trips remains constant at 44 passengers per service hour, with 88% of the riders continuing to be UCSC staff and students, SCMTD could achieve substantial cost recovery from UCSC contract

billings. In addition, SCMTD could also realize income from UCSC contract billings by returning supplemental buses to focused campus service during peak times.

While UCSC would be the group that would most directly benefit from this additional service, this route would benefit others as well. This route provides direct weekday service between the Westside residences along Delaware, Swift, and Western Drive and Metro Center. We feel that this service improvement could substantially lower the number of vehicle trips through Westside neighborhoods. This route includes service for three City schools and additional service between the Wharf/Boardwalk area, the new City Depot Park and Ride lot on Washington Street and the Metro Center.

The formalization of the UCSC/Westside service would be a successful and cost-effective addition to the SCMTD system and the community. We look forward to your favorable consideration of this request to fund the expansion and formalization of the UCSC/Westside transit service during the 2000-2001 year using the Special Allocation of Surplus Transportation Development Act Reserve Funds.

Please feel free to contact me if I can provide any additional information at 459-4289 or wesscott@cats.ucsc.edu

Sincerely,



Wes Scott
Director,
Transportation and Parking Services

C.c. Jan Tepper, Chief of Police
C.C. Les White, General Manager SCMTD

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 9, 2000

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 9, 2000 at the District Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice-Chairperson Rotkin called the meeting to order at 8:37 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jeff Almquist
Bruce Arthur
Katherine Beiers
Bruce Gabriel
Michelle Hinkle
Mike Rotkin

DIRECTORS ABSENT

Sheryl Ainsworth
Jan Beautz (arrived at 8:41 a.m.)
Tim Fitzmaurice (arrived at 8:38 a.m.)
Mike Keogh (arrived at 8:38 a.m.)
Oscar Rios (arrived at 8:40 a.m.)
Kenneth Burch (arrived at 8:56 a.m.)

STAFF PRESENT

Bryant Baehr, Operations Manager
Paul Chandley, Human Resource Manager
Kim Chin, Planning & Marketing Manager
Mark Dorfman, Asst. General Manager
Marilyn Fenn, Asst. Finance Manager
Terry Gale, IT Manager

Margaret Gallagher, District Counsel
Tom Hiltner, Grants/Legislative Analyst
David Konno, Facilities Maint. Manager
LeAna Olson, Human Resource Analyst
Tom Stickel, Fleet Maint. Manager
Leslie R. White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC

Richard Anderson, Westside Resident
Wally Brondstatter, UTU
Scott Bugental, Lift Line
Fiona Cogan, Westside Resident
Patti Korba, SEA
Jeff LeBlanc, MASTF
Manny Martinez, PSA

John Mellon, VMU
Ian McFadden, UTU
Michael Paul, Good Will Industries
Cam Pierce, Bus Rider
Celia Scott, Environmental Counsel to District
Marion Taylor, League of Women Voters
Lorna Torkas, Westside Resident
Linda Wilshusen, SCCRTC

2. ORAL AND WRITTEN COMMUNICATIONS

This section of the agenda was delayed until 9:00 a.m in accordance with the District's bylaws. The Consent Agenda was taken out of order.

- a. D. A. Clarke, Westside Resident - RE: MetroBase - Written Correspondence dated May 12, 2000.
- b. Robert Blowers, Westside Resident - RE: MetroBase - Written Correspondence dated May 22, 2000.
- c. Joan Carpenter, Westside Resident - RE: MetroBase - Written Correspondence dated May 15, 2000.
- d. Thomas Brandow, RE: MetroBase
- e. Fiona Cogan, Westside Resident, asked the Board to withdraw the Westside location from being considered for MetroBase and to focus on the Harvey West area. Ms. Cogan also urged the Board to look into creating a South County/Watsonville bus storage base with emergency-only maintenance facilities. Lastly, Ms. Cogan asked the Board to reconsider CNG as an alternate fuel and leapfrog to the hybrid electric bus technology. Ms. Cogan's statement was distributed and will be attached to the Minutes.
- f. Doug Deitch, Executive Director of the Monterey County Conservancy, distributed a map depicting eastern access to the University of California, Santa Cruz. This map will be attached to the Minutes. He requested that the Board make a formal request to UCSC and the City of Santa Cruz to examine the feasibility of this route. Director Rotkin directed Staff to agendize this item for the 6/16/00 Board meeting.
- g. Patti Korba, SEA President, commended the Facilities Maintenance staff on the installation of the new bus shelters.

3. LABOR ORGANIZATION COMMUNICATIONS

None

4. METRO USERS GROUP (MUG) COMMUNICATIONS

None

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

None

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

- a. Department Objectives for the Administration, Human Resources, and IT Departments were erroneously omitted from the Budget staff report and distributed at the meeting.
- b. The staff report on the State of California challenge to the applicability of Title II of the ADA was distributed and will also be included in the Add-On Packet.

CONSENT AGENDA

Review Consent Agenda Items 7-1 through 7-14

7-1. APPROVE REGULAR BOARD MEETING MINUTES OF 5/12/00 AND 5/19/00

No questions or comments.

7-2. ACCEPT AND FILE PRELIMINARY APPROVED CLAIMS

No questions or comments.

7-3. ACCEPT AND FILE PASSENGER LIFT REPORT FOR MAY 2000

No questions or comments.

7-4. CONSIDERATION OF TORT CLAIMS: NOTICE OF SETTLEMENT OF SHANNON MCCORD CLAIM AND RESULTS OF CLOSED LITIGATION SESSION

No questions or comments.

7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF 5/18/00

Jeff LeBlanc asked about the Board action regarding Motions made by MASTF at last month's meeting. Director Rotkin stated that this will be addressed at next week's Board meeting. Les White stated that the information requested on paratransit service for 3 holidays will be addressed in the Budget section of the meeting.

7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF 5/17/00

No questions or comments.

7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2000 AND APPROVE BUDGET TRANSFERS

The line item for bus operators' overtime is over budget. This is due to the training involved in taking over the Highway 17 service, plus sixteen new drivers were hired at one time which also contributed to this overage.

7-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2000

Director Rotkin questioned the slight drop in ridership. Les White responded that Staff will look at a marketing program which will be aimed at increasing ridership on this route. Staff will continue to monitor this route closely. Mark Dorfman stated that the reverse commute from Santa Clara to Santa Cruz has only 3 or 4 trips in each direction that appeal to commuters. Ian McFadden mentioned that the Service Planning Review Committee is hoping to address this by utilizing the deadhead trips.

7-9. ACCEPT AND FILE STATUS REPORT ON ADA PARATRANSIT PROGRAM FOR APRIL 2000

Les White reported that the paratransit program has increased its ridership by 1,200 from last April to the current April. This item will be addressed further during the budget discussions.

7-10. APPROVAL OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 2000-01

No questions or comments.

7-11. APPROVAL OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 2000-01

No questions or comments.

7-12. APPROVAL OF CAPITALIZATION MINIMUM OF \$1,000

Marilyn Fenn reported that this would set a threshold of \$1,000 before an item is capitalized.

7-13. ACCEPT AND FILE REPORT REGARDING STATE OF CALIFORNIA CHALLENGE TO THE APPLICABILITY OF TITLE 2 OF THE AMERICANS WITH DISABILITIES ACT (ADA)

Margaret Gallagher reported that the Garrett case is being reviewed by the Supreme Court to determine if private litigants will have the right to sue states that do not comply with the ADA. The Dare case is a California case and involves the \$6 placard fee and whether its implementation violates Title II of the ADA. The Federal 9th Circuit Court of Appeals said that it did violate the ADA and Governor Gray Davis has authorized an appeal of that decision. Director Almquist asked how the District's paratransit operation would be affected if the Supreme Court determines that states or state agencies cannot be sued for ADA violations. Ms. Gallagher will investigate what would happen to the District's FTA funds if it does not comply with ADA. Ms. Gallagher will talk with FTA by next week's meeting to obtain more information on these funds and the District compliance with ADA. Director Rotkin asked Jeff LeBlanc to prepare a draft letter for the Board by the next meeting with specific language that would be helpful when the Board writes to Governor Davis.

7-14. CONSIDERATION OF AUTHORIZATION TO RENEW CONTRACT WITH UNIVERSITY OF CALIFORNIA, SANTA CRUZ

No questions or comments.

REGULAR AGENDA

8. PUBLIC HEARING ON PROPOSED SCMTD DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR FEDERALLY-FUNDED PROCUREMENTS

Summary:

Mark Dorfman reported that there have been changes to the DBE regulations due to court challenges to the DBE program in the past. Changes include: profiting quotas, goals based in part on availability of suppliers, race neutrality, personal net worth cap of \$750,000, and consideration of DBE in the area. A public hearing will take place at next week's meeting and Staff will return to the Board with a final program for adoption at the July meeting. Director Rotkin asked if the District has the ability to have its own individual goals. Mr. Dorfman replied that the goals need to come from the statistical establishment and that Staff utilizes the Bay Area Certification Program to locate DBE firms.

Item #19 was taken out of order.

19. CONSIDERATION OF DIRECTING STAFF TO PREPARE A SITE ALTERNATIVES ASSESSMENT FOR THE METROBASE ENVIRONMENTAL IMPACT REPORT

Discussion:

Fiona Cogan reiterated her previous statements from Oral and Written Communications regarding the MetroBase site. Lorna Torkas requested that the Board change the proposed site for MetroBase from the Westside location. Richard Anderson agreed with Fiona Cogan's statements and stated that the Board should stop wasting taxpayers' money and move ahead.

Director Rotkin directed staff to bring information back to the Board at their July meeting regarding alternate sites which will allow the Board to make a decision. Director Fitzmaurice stated that he would like to focus the EIR down to the two sites in the Harvey West area. Director Rotkin asked if it would be appropriate from a legal standpoint for the Board to disqualify some sites prior to an EIR. Les White will supply the Board at next week's meeting with a set of criteria that is being used to screen potential sites.

Mr. White informed the Board that the leased lots used for parking buses will not be available in the next 24 months. The only options would be either to park the buses on the city streets or down size the fleet to fit into the current facilities. The Harvey West Site A consists of 20 acres and site B is 14 acres.

9. CONSIDERATION OF ACCEPTANCE OF FINAL RESOLUTION OF FEDERAL EMERGENCY MANAGEMENT ACT (FEMA) AND OFFICE OF EMERGENCY SERVICES (OES) CLAIMS AGAINST SCMTD AND AUTHORIZATION TO STORE FEMA AND OES FILES FOR THREE (3) YEARS

Summary:

Les White reported that a portion of the staff report recognizes a number of staff and Board members who worked diligently on this project. This item signifies the end of the FEMA issue.

10. CONSIDERATION OF ADOPTION OF FY 2000-01 FINAL BUDGET

Summary:

The Board will be supplied with the General Ledger showing the reserves at next week's meeting. Mark Dorfman stated that engine overhauls are planned and will be done as they come up. Bryant Baehr discussed fareboxes and informed the Board that the pre-qualification test is completed and will go out on Wednesday. Test results should be received by mid-July. Tests will be conducted on each farebox. Patti Korba asked about the status of the recruitment of the Legal Department paralegal positions. Margaret Gallagher commented that the paralegal position may be replaced with an investigator position which would be recruited for in the next fiscal year. Director Almquist requested that under Board Member Travel, provisions be made for four instead of two directors to attend the APTA Annual Meeting in October and the Legislative Conference in March.

11. CONSIDERATION AND RECEIPT OF STATUS REPORT ON CABRILLO COLLEGE CONTRACT

Summary:

Staff supplied information regarding Cabrillo College ridership and revenues.

Discussion:

Director Gabriel stated that Cabrillo staff has been informed that this issue will be discussed at next week's meeting. Ex Officio Director Burch suggested that the Board contact the student representatives. Mark Dorfman will make this contact. Marion Taylor of the League of Women Voters stated that Cabrillo may be undertaking a Transportation Management Study and she suggests the Board give Cabrillo time to complete this prior to taking action regarding the buses. Ms. Taylor also asked the Board to consider the differences between UCSC and Cabrillo, in that Cabrillo consists of part-time students who are not housed on campus. According to Les White, there are two issues at hand: Cabrillo, policies they adopt, and how to move forward; and, the structural and contractual issues. Cabrillo's contract is based on one campus and they are billed only for trips going to and from the Aptos campus. Multiple extensions to the Aptos campus, such as a Watsonville extension, would be cause to change their contract. Mark Dorfman commented that charges are based on the monthly pass rate. If the rate is raised, both Cabrillo's and UCSC's contracts require that the rate increase does not hit the University or college for one year. Mr. Dorfman stated that for both the University and Cabrillo, only those rides going to and from the campuses are billed, even though Cabrillo student passes allow them to ride the entire system.

Scott Bugental of Lift Line asked if transportation to the Stroke Center would be included in the study. Mr. White stated that Manual Osorio is in charge of the study but he will pass this information along to him.

12. CONSIDERATION OF AUTHORIZATION FOR GENERAL MANAGER TO EXTEND THE BREW BAR LEASE UNTIL AUGUST 31, 2000 WHILE NEW LEASE NEGOTIATIONS CONTINUE

Summary:

David Konno summarized that all options for extensions of the Brew Bar lease have expired.

Discussion:

Les White reported that Staff is currently in discussions with La Mission for space at the Metro Center. The Broken Egg proposal is no longer on the table.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR GABRIEL

A Motion was made to extend the Brew Bar lease until August 31, 2000 in order to complete lease negotiations.

The Motion passed unanimously with Director Ainsworth absent.

13. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE

Summary:

This is a request for authorization for the General Manager to renew the agreement with the County of Santa Cruz for land acquisition and relocation services.

Discussion:

Director Rotkin directed Staff to talk with Ceil Cirillo of the City's Redevelopment Agency as another option for this service. Les White reported that he had a discussion with Ms. Cirillo, however, Ms. Cirillo is not happy with Site A of the Harvey West area. Mark Dorfman added that approval of the County contract would not preclude the District from using the City as an option. Director Fitzmaurice stated that he would talk with Ms. Cirillo regarding this. Linda Wilshusen mentioned that in a recent conversation she had with Scott Lochinger of the County, he stated his concern about continuing to do this work for the District given the potential for relocation work in addition to acquisition work. Les White stated that Mr. Lochinger should communicate his concerns to District Staff. Chairperson Beautz stated that she would speak with Mr. Lochinger as well.

14. CONSIDERATION OF AWARD OF RFP 99-17 FOR ADA PARATRANSIT RECERTIFICATION

Summary:

Kim Chin reported that the recertification program would look at the existing paratransit passengers as well as developing standards for new passengers coming into the system.

Discussion:

Director Almquist asked when and how it was determined who is eligible for the paratransit service and was informed that the District adopted the ADA Plan seven years ago. The eligibility list was compiled from applications submitted to the District. These applications are routinely approved, if a doctor certifies the individual. Mr. Dorfman will supply Director Almquist with a copy of the criteria and application form. Director Beutz asked that the Board be informed during the budget review process, how many extra funds are going into the paratransit program for services that exceed the standards.

Scott Bugental commented that a time study was done 1.5 years ago on door-to-door service vs. curb-to-curb. The results of the study indicated that the time factor on an average ride was about one additional minute, which translated into approximately \$30,000. The auditors will look at this service in more detail. Ian McFadden expressed concern that at some point fixed route service will be affected by paratransit service.

15. CONSIDERATION OF AWARD OF RFP 99-18 FOR COMPREHENSIVE OPERATIONAL AUDIT OF ADA PARATRANSIT SERVICE

Summary:

Staff recommends that the General Manager be authorized to execute a contract for the Comprehensive Operational and Financial Audit of the ADA Paratransit Program.

16. CONSIDERATION OF RFP 99-25 FOR GRAPHIC DESIGN SERVICES

Summary:

Kim Chin reported that Staff has been successful in completing procurement for graphic design and print coordination services and in reviewing all proposals. The selection committee negotiated a lower price for a better product. This service is for printing of the *Headways* in addition to bus stop decals, materials for the website and quarterly schedule posters.

17. CONSIDERATION OF AUTHORIZATION FOR STAFF TO APPLY FOR MOYER GRANT FUNDS

Summary:

Staff is requesting authorization to submit applications to the Air District for Carl Moyer funds for the CNG engine costs of 3 replacement buses.

18. CONSIDERATION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BYLAWS AND DETERMINE WHETHER ANY SECTION OF THE BYLAWS NEEDS TO BE UPDATED OR REVISED

Summary:

Director Rotkin requested that Staff provide language to clarify that the Board will be allowed to hear Oral Communications and Public Hearings at 8:30 a.m. at the first Board Meeting of the month. Ex Officio Director Burch asked for language to restrict the location of the meetings to accessible sites for members of the public. Language will also be provided to include protected classes.

Discussion:

Director Fitzmaurice requested a copy of the MUG and MASTF Bylaws. Ex Officio Director Burch questioned whether the Ex Officio position on the Board should be included in the Bylaws. It was decided that this would remain a part of the University of California, Santa Cruz contract and would not be included in the Bylaws.

20. CONSIDERATION OF SETTING DATE AND TIME FOR COMMUNITY MEETING REGARDING HARVEY WEST SITE ALTERNATIVES

Summary:

Les White suggested the evening of July 12th at 7:00 p.m. for a community meeting regarding the Harvey West Site alternatives.

Discussion:

Director Rotkin asked all Directors to bring their calendars to the next meeting so a definite date and time can be chosen for this community meeting.

ADJOURN

There being no further business, Vice-Chairperson Rotkin adjourned the meeting at 10:31 a.m.

Respectfully submitted,

DALE CARR
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 16, 2000

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 16, 2000 at the City Hall Council Chambers, 809 Center Street, Santa Cruz, California.

Chairperson Beautz called the meeting to order at 8:35 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth
Jeff Almquist
Jan Beautz
Bruce Gabriel
Michelle Hinkle
Mike Keogh
Mike Rotkin
Oscar Rios

DIRECTORS ABSENT

Bruce Arthur
Katherine Beiers (arrived at 8:49 a.m.)
Kenneth Burch
Tim Fitzmaurice (arrived 8:36 a.m.)

STAFF PRESENT

Mark Dorfman, Asst. General Manager
Margaret Gallagher, District Counsel
Leslie R. White, General Manager

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

In addition to the Closed Session Minutes being reviewed, District Counsel Gallagher requested that the Board approve the addition of a Closed Session item; i.e. SCMTD vs. Farmers' Insurance because she obtained new information after the agenda was posted and there was a need to take action.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR RIOS

A Motion was made to make findings necessary to add the case of SCMTD vs. Farmers' Insurance to the Closed Session agenda based on Ms. Gallagher's statement.

The Motion passed unanimously with Directors Arthur, Beiers and Fitzmaurice absent.

DIRECTOR FITZMAURICE ARRIVED AT 8:36 A.M.

3. ORAL AND WRITTEN COMMUNICATION REGARDING CLOSED SESSION

None

SECTION II: CLOSED SESSION

Chairperson Beautz adjourned to Closed Session at 8:37 a.m. and reconvened to Open Session at 8:40 a.m.

SECTION III: RECONVENE TO OPEN SESSION

DIRECTORS PRESENT

Sheryl Ainsworth
Jeff Almquist
Jan Beautz
Katherine Beiers
Tim Fitzmaurice

Bruce Gabriel
Michelle Hinkle
Mike Keogh
Oscar Rios
Mike Rotkin

DIRECTORS ABSENT

Bruce Arthur
Kenneth Burch

STAFF PRESENT

Bryant Baehr, Operations Manager
Paul Chandley, Human Resource Manager
Kim Chin, Planning & Marketing Manager
Mark Dorfman, Assistant General Manager
Marilyn Fenn, Asst. Finance Manager
Linda Fry, Service Planning Supervisor

Margaret Gallagher, District Counsel
Terry Gale, IT Manager
LeAna Olson, Human Resource Analyst
Elisabeth Ross, Finance Manager
Tom Stickel, Fleet Maint. Manager
Leslie R. White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC

Wally Brondstatter, UTU
Scott Bugental, Lift Line
Bart Cavallaro, Bus Rider
Lynn Everett Leigh, Multi Systems
Leann Humble, Denise Duffy & Associates
Patti Korba, SEA President
Jeff LeBlanc, MASTF Chairperson

Manny Martinez, PSA Chairperson
Cliff Nichols, Cabrillo College
Cam Pierce, Bus Rider
Bob Scott, Engineering Consultant
Celia Scott, Environmental Consultant
Marion Taylor, League of Women Voters
Candace Ward, UCSC
Richard Weiner, Nelson Nygaard

1. REPORT ON CLOSED SESSION - District Counsel

Counsel Gallagher reported that the Closed Session Minutes of May 19, 2000 were approved.

2. ORAL AND WRITTEN COMMUNICATIONS - Heard after 9:00 a.m.

- a. D. A. Clarke, Westside Resident - RE: MetroBase - Written Correspondence dated May 12, 2000.
- b. Robert Blowers, Westside Resident - RE: MetroBase - Written Correspondence dated May 22, 2000.
- c. Joan Carpenter, Westside Resident - RE: MetroBase - Written Correspondence dated May 15, 2000.

- d. Thomas Brandow, RE: MetroBase - Written Correspondence dated May 31, 2000.
- e. Jim MacKensie spoke and requested that the Board formally remove the Westside location from consideration for the MetroBase. Mr. MacKensie also spoke on behalf of Renee Flowers and Rachel Kliger who addressed the Coastal Commission regarding the ditch/stream relocation.

3. LABOR ORGANIZATION COMMUNICATIONS

None

4. METRO USERS GROUP (MUG) COMMUNICATIONS

Director Gabriel, Chair of MUG, reported that at the MUG meeting of June 14th there was lengthy discussion regarding the recertification and audit of the paratransit program. MUG supports the approval of MultiSystem, Inc. to conduct the audit. MUG made a recommendation to accept Barbara Shaller as a new MUG member. This recommendation will be on the Board agenda next month.

5. METRO ACCESSIBLE SERVICES TRANSIT FORUM (MASTF) COMMUNICATIONS

Jeff LeBlanc, MASTF Chair, reported that a Motion was made to support the committee's recommendations for the consultants to perform paratransit recertification and audit. Mr. LeBlanc also commended the efforts of the selection committee in this regard.

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA:

- | | |
|-------------------------|---|
| ADD TO ITEM #7-3 | ACCEPT AND FILE PASSENGER LIFT REPORT FOR MAY 2000
(Add Usage Report) |
| ADD TO ITEM #7-4 | CONSIDERATION OF TORT CLAIMS: Deny the Claim of: Maria Luisa Lopez
(Add Staff Report) |
| MOVE ITEM #7-13 | ACCEPT AND FILE REPORT REGARDING STATE OF CALIFORNIA CHALLENGE TO THE APPLICABILITY OF TITLE 2 OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND CONSIDER APPROPRIATE RESPONSE FROM SCMTD TO GOVERNOR GRAY DAVIS' DETERMINATION TO APPEAL THE 9TH CIRCUIT COURT OF APPEAL DECISION IN <u>DARE VS. STATE OF CALIFORNIA</u>
(This item moved to Regular Agenda as Item #23) |

REGULAR AGENDA:

- ADD TO ITEM #9** CONSIDERATION OF ACCEPTANCE OF FINAL RESOLUTION OF FEDERAL EMERGENCY MANAGEMENT ACT (FEMA) AND OFFICE OF EMERGENCY SERVICES (OES) CLAIMS AGAINST SCMTD AND AUTHORIZATION TO STORE FEMA AND OES FILES FOR THREE (3) YEARS
(Add Staff Report)
- DELETE ITEM #12** CONSIDERATION OF AUTHORIZATION FOR GENERAL MANAGER TO EXTEND THE BREW BAR LEASE UNTIL AUGUST 31, 2000 WHILE NEW LEASE NEGOTIATIONS CONTINUE
(APPROVED AT JUNE 9, 2000 BOARD MEETING)
- ADD TO ITEM #15** CONSIDERATION OF AWARD OF RFP 99-18 FOR COMPREHENSIVE OPERATIONAL AND FINANCIAL AUDIT (COFA) OF ADA PARATRANSIT PROGRAM
(Add Staff Report)
- ADD TO ITEM #16** CONSIDERATION OF AWARD OF RFP 99-25 FOR GRAPHIC DESIGN AND PRINT COORDINATION SERVICES
(Add Staff Report)
- ADD TO ITEM #18** CONSIDERATION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BYLAWS AND DETERMINE WHETHER ANY SECTION OF THE BYLAWS NEEDS TO BE UPDATED OR REVISED
- a. **Consider Amending Bylaws to allow Board of Directors to hear oral communications and public hearings before 9:00 a.m. at first monthly Board Meeting**
 - b. **Consider amending Bylaws to restrict location for Board Meetings to accessible sites for all members of the public**
- (Add Staff Report)
- ADD ITEM #23**
(Moved from Consent Agenda) ACCEPT AND FILE REPORT REGARDING STATE OF CALIFORNIA CHALLENGE TO THE APPLICABILITY OF TITLE 2 OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND **CONSIDER APPROPRIATE RESPONSE FROM SCMTD TO GOVERNOR GRAY DAVIS' DETERMINATION TO APPEAL THE 9TH CIRCUIT COURT OF APPEAL DECISION IN DARE VS. STATE OF CALIFORNIA**
(Add Staff Report)

Chairperson Beautz announced that the following items would be moved up on the agenda:
Items No. 19, 22, and 20.

CONSENT AGENDA

Review Consent Agenda Items 7-1 through 7-14

- 7-1. APPROVE REGULAR BOARD MEETING MINUTES OF 5/12/00 AND 5/19/00
- 7-2. ACCEPT AND FILE PRELIMINARY APPROVED CLAIMS
- 7-3. ACCEPT AND FILE PASSENGER LIFT REPORT FOR MAY 2000
- 7-4. CONSIDERATION OF TORT CLAIMS: Notice of Settlement of Shannon McCord Claim and Results of Closed Litigation Session; Deny the Claim of: Maria Luise Lopez
- 7-5. ACCEPT AND FILE MINUTES OF MASTF COMMITTEE MEETING OF 5/18/00
- 7-6. ACCEPT AND FILE MINUTES OF MUG COMMITTEE MEETING OF 5/17/00
- 7-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2000 AND APPROVE BUDGET TRANSFERS
- 7-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2000
- 7-9. ACCEPT AND FILE STATUS REPORT ON ADA PARATRANSIT PROGRAM FOR APRIL 2000
- 7-10. APPROVAL OF RENEWAL OF LIABILITY AND PHYSICAL DAMAGE INSURANCE COVERAGE FOR FY 2000-01
- 7-11. APPROVAL OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 2000-01
- 7-12. APPROVAL OF CAPITALIZATION MINIMUM OF \$1,000
- 7-13. MOVED TO REGULAR AGENDA AS ITEM #23
- 7-14. CONSIDERATION OF AUTHORIZATION TO RENEW CONTRACT WITH UNIVERSITY OF CALIFORNIA, SANTA CRUZ

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR GABRIEL

A Motion was made to approve the Consent Agenda.

Motion passed unanimously with Directors Arthur and Beiers absent.

REGULAR AGENDA

ITEM NO. 9 WAS TAKEN OUT OF ORDER

- 9. CONSIDERATION OF ACCEPTANCE OF FINAL RESOLUTION OF FEDERAL EMERGENCY MANAGEMENT ACT (FEMA) AND OFFICE OF EMERGENCY SERVICES (OES) CLAIMS AGAINST SCMTD AND AUTHORIZATION TO STORE FEMA AND OES FILES FOR THREE (3) YEARS

Summary:

Margaret Gallagher reported that the FEMA and OES claims against the District have been resolved and is requesting authorization to store these files for three (3) years.

Discussion:

Counsel Gallagher expressed her appreciation to the Directors for their support throughout this process and for the support and assistance of the District employees. Director Rotkin formally acknowledged the efforts of Margaret Gallagher who played a key role in this endeavor. The Board of Directors acknowledged all the District employees and Directors who worked on the FEMA/OES claim.

DIRECTOR BEIERS ARRIVED AT 8:49 A.M.

Les White informed the Board that the District's reputation in Washington, DC, is fine as evidenced by a \$3.1M earmark of funds recently approved by the Senate. Director Rios acknowledged Director Rotkin, who was Chairperson of the Board during the FEMA events. Chairperson Beautz acknowledged Mark Dorfman for his efforts as Acting General Manager during this time.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR ROTKIN

A Motion was made to accept the final resolution of the FEMA and OES claims against the District and to authorize storage of FEMA and OES files for three (3) years.

The Motion passed unanimously with Director Arthur absent.

ITEM NO. 13 WAS TAKEN OUT OF ORDER

13. CONSIDERATION OF AUTHORIZATION TO RENEW AGREEMENT WITH SANTA CRUZ COUNTY FOR ACQUISITION AND RELOCATION ASSISTANCE SERVICE

Summary:

Mark Dorfman reported that this contract with Santa Cruz County was set up last year. This is the first renewal to the agreement. County staff is concerned about relocation, however, Mr. Dorfman stated that there would be no impact to the County.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR RIOS

A Motion was made to authorize the General Manager to renew the agreement with the County of Santa Cruz for Land Acquisition and Relocation Services.

The Motion passed unanimously with Director Arthur absent.

ITEM NO. 16 WAS TAKEN OUT OF ORDER

16. CONSIDERATION OF RFP 99-25 FOR GRAPHIC DESIGN SERVICES

Summary:

Tom Stickel requested that the RFP for graphic design and coordination services for translation, Web design pages, decals and the *Headways* be awarded to Transit Information Products. A selection committee consisting of members of MASTF as well as customer service representatives and the District Buyer reviewed the six (6) proposals submitted. The proposal submitted by Transit Information Products of Concord, California, will reflect a possible 34% savings for these services. Mr. John Webb of Transit Information Products was available at the meeting to answer any questions.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

A Motion was made to authorize the General Manager to execute a contract for graphic design and print coordination services with Transit Information Products.

The Motion passed unanimously with Director Arthur absent.

ITEM NO. 17 WAS TAKEN OUT OF ORDER

17. CONSIDERATION OF AUTHORIZATION FOR STAFF TO APPLY FOR MOYER GRANT FUNDS

Summary:

Mark Dorfman stated that this is a routine application for Carl Moyer funds to allow Staff to obtain funding for CNG engine costs for replacement vehicles. These funds are in addition to any Federal and local funds received. Staff originally applied for funds to cover the CNG engine cost of 5 replacement buses, however, the Air District awarded less funds than requested for each replacement.

ACTION: MOTION: DIRECTOR ALMQUIST SECOND: DIRECTOR ROTKIN

A Motion was made to authorize staff to submit applications to the Air District for Carl Moyer funds for the CNG engine costs of 3 replacement buses.

The Motion passed unanimously with Director Arthur absent.

AT THIS TIME THE BOARD RETURNED TO ORAL AND WRITTEN COMMUNICATIONS

**8. PUBLIC HEARING ON PROPOSED SCMTD DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR FEDERALLY-FUNDED PROCUREMENTS
THERE WILL BE A PUBLIC HEARING HELD AT 9:00 A.M.**

The Public Hearing began at 9:02 a.m.

Summary:

Mark Dorfman reported that there was a complete rework of the federally funded DBE program due to a lawsuit that occurred whereby it was ruled that DBEs were illegal. Mr. Dorfman listed the changes to the program, which will be re-examined when the legislature expires in 2004. The Legislature is very much interested in one consolidated program for all departments and agencies. Staff will utilize the State of California certification process. The state program will be in place within twelve months.

Discussion:

There was no public input on this issue.

ITEM NO. 19 WAS TAKEN OUT OF ORDER

19. CONSIDERATION OF DIRECTING STAFF TO PREPARE A PRELIMINARY SITE FEASIBILITY AND ENVIRONMENTAL ASSESSMENT OF HARVEY WEST SITES FOR METROBASE

Summary:

Les White submitted a supplemental staff report entitled *MetroBase Site Evaluation* containing information requested at last week's Board meeting. An Environmental Impact Report (EIR) is necessary and reasonable alternatives to the preferred site need to be identified. Two configurations of properties were identified in the Harvey West area. Staff is recommending that the Board give direction for Staff to work with consultants to prepare a preliminary site feasibility study and environmental assessment of these Harvey West sites. This study would address certain criteria which would indicate any initial fatal flaws. The criteria will be changed to denote "acquireability" if a structure is present on a site vs. "absence of structure" which would eliminate a site with a structure, even if that structure is moveable or condemnable. It is Mr. White's understanding that a Notice of Preparation of Scoping Meeting needs to be done prior to any sites being eliminated, including the Lipton site.

Mr. White informed the Board that there would be a presentation regarding the CEQA process the District would go through. Staff will then come back to the Board with an assessment of reasonable alternatives; a site will then be designated as "preferred". The alternate sites will be taken to a Scoping Meeting which Mr. White anticipates will occur in August. Lastly, a decision on the "preferred" site and back-up alternate sites will be made for the EIR process. This is anticipated to take place in September.

Discussion:

Celia Scott, Environmental Consultant to the District, informed the Board that during the Notice of Preparation (NOP), there needs to be a preferred site already designated, however, during the scoping process alternative sites can be evaluated. Prior to the EIR process alternate sites need to be determined. Those sites considered not feasible can be determined at that time.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR RIOS

A Motion was made to direct staff to prepare a preliminary site feasibility study and environmental assessment for the two potential Harvey West sites.

Les White clarified that the focus in July will not be to delete sites as much as it will be to focus toward whether or not to continue with the Westside as the preferred site or to change the preferred site and send this out for a Scoping Meeting and Notice of Preparation.

The Motion passed unanimously with Director Arthur absent.

ITEM NO. 22 WAS TAKEN OUT OF ORDER

22. REVIEW OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES REGARDING METROBASE

Discussion:

Leann Humble of Denise Duffy & Associates discussed the CEQA Process with the Board. She stated that the next step is to look at the environmental constraints of the two sites in Harvey West. Once a site is adopted, a Scoping Meeting will take place, then a Notice of Preparation and ultimately, an EIR. Ms. Humble reported that from a CEQA standpoint, only feasible sites need to be looked at, i.e. alternatives that meet the basic objectives of the project. Director Rotkin asked if a savings of \$2M annually would be enough to determine if a site is feasible, and Ms. Humble responded that this would need to be one of the criteria. Ms. Humble further stated that during the EIR, Staff should describe why an alternative is not feasible. Celia Scott emphasized that the CEQA guidelines are explicit about alternatives and that it is important that the Board is clear on the basic project objectives. Ms. Scott further emphasized that the guidelines are clear on what criteria is appropriate for making determinations of unfeasibility.

ITEM NO. 20 WAS TAKEN OUT OF ORDER

20. CONSIDERATION OF SETTING DATE AND TIME FOR COMMUNITY MEETING REGARDING HARVEY WEST SITES FOR METROBASE

Summary:

Les White requested that the Board direct Staff to set a date and time for a community meeting in the Harvey West area to receive public input regarding the Harvey West sites for MetroBase.

Discussion:

It was decided that the meeting will be held Wednesday, July 12th, at 7:00 p.m. The location will be at either SCO or the Harvey West Clubhouse. This meeting is open to the public, not just to the residents in the Harvey West area.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR KEOGH

A Motion was made to set the community meeting for July 12, 2000 and instruct staff to determine the location along with notifying every property affected of this meeting.

Director Hinkle expressed concern that the buses do not run late enough in the Harvey West area which would make it difficult to get to and from the meeting. Mr. White responded that a special shuttle could be arranged and this information would be included in the meeting notification.

ACTION: AMENDMENT TO MOTION:

The Motion was amended to include instructions to Staff to provide a shuttle from the Metro Center to the Harvey West area and back to the Metro Center after the community meeting ends.

Director Keogh asked that it be made very clear that the community meeting on July 12 will be to discuss only the Harvey West sites.

The Motion passed unanimously with Director Arthur absent.

10. CONSIDERATION OF ADOPTION OF FY 2000-01 FINAL BUDGET

Summary:

Elisabeth Ross reported that Staff is requesting that the Board adopt a resolution approving the final budget for 2000-2001. This budget provides for the same level of service and includes an increase in the paratransit expenses based on estimated rides for next year. Ms. Ross also requested approval of Board member travel, which has been revised to accommodate four (4) Board members attending the APTA conferences, and for approval of the employee incentive program and staffing levels. Les White discussed the allocation of excess TDA funds which is anticipated to be received in September.

Discussion:

Bart Cavallaro asked the Board to give serious consideration to the mechanical performance of the Highway 17 Express buses. Mr. Cavallaro also addressed the paratransit program and expressed his concerns regarding Food & Nutrition's administrative and dispatch fees. Mr. Cavallaro shared his thoughts on either bringing the paratransit service in-house or utilizing a private contractor who would offer more rides at a lesser cost. Lastly, Mr. Cavallaro stated that it is imperative that the Transit District hold three (3) seats on the Transportation Commission Board in order to obtain the maximum funding allocated by the Commission for public transit.

Scott Bugental reported that Food & Nutrition's cost per paratransit ride is commensurate with other paratransit service in this area. Mr. Bugental stated that there are two issues that benefit Lift Line as well as the District: 1) Set rate for paratransit contracted service which will not be increased without a separate service agreement, and; 2) Lift Line will meet with Santa Cruz Transportation to agree to a new rate structure that, hopefully, will incorporate some cost savings and efficiencies into the system. The taxi ordinance and audit will help to look at these

issues. Les White will keep the Board informed of these issues on a monthly basis based on information received from Mr. Bugental. Director Beautz would like to see feedback from paratransit clients on the service they receive.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ALMQUIST

A Motion was made to approve the budget for FY 00-01.

Director Fitzmaurice asked for specific dates for the APTA conferences.

The Motion passed unanimously with Director Arthur absent.

11. CONSIDERATION AND RECEIPT OF STATUS REPORT ON CABRILLO COLLEGE CONTRACT

Summary:

Mark Dorfman reported that the District has an agreement with both UCSC and Cabrillo College and that the billing portions of both contracts are similar. The differences are: fees to UCSC students for bus service are mandatory while Cabrillo, who has Board of Governor (BOG) students, cannot mandate fees under the Board of Governor program; and, UCSC is billed for rides by students and faculty to and from the university, Monday through Friday. Regular Cabrillo students pay \$30 per semester and Board of Governor students pay \$20 per semester for a bus pass which enables them to ride the entire system. Mr. Dorfman stated that while UCSC encourages students to use alternate transportation, Cabrillo College has no information on their website regarding bus passes. Ridership at Cabrillo continues to decline in terms of the number of bus passes sold. Mr. Dorfman reported that if the District had no contract with Cabrillo, ridership could decline by 50% before any revenue was lost.

Discussion:

Director Almquist expressed concern that high school students are not receiving special rates. He would like to see a better rate established that would apply to both Cabrillo students and high school students. Cliff Nichols, Student Affairs Representative of Cabrillo College, stated that Cabrillo is mandated by the Education Code as to the amount that students can be charged for bus passes. One of the stated goals of the Transportation Management Study being conducted by Cabrillo is to encourage students to utilize alternate transportation. Mr. Nichols confirmed that Cabrillo staff would be happy to work with District staff and Board members to encourage bus ridership. In order to implement a mandatory parking pass/bus pass program, the students would have to vote on this. Director Rotkin expressed interest in being involved with the Committee dealing with the Transportation Management Study. It was suggested that bus passes for Cabrillo students be valid only for trips to and from the Cabrillo campus. Director Beautz asked that this issue be discussed again prior to the expiration of Cabrillo's contract with the District. Les White is waiting to hear from Manual Osorio, Vice President of Student Services, regarding when the Committee meetings will begin.

12. DELETED

ITEM NO. 21 WAS TAKEN OUT OF ORDER

21. CONSIDERATION OF EASTERN BUS ACCESS TO THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ

Summary:

Chairperson Beautz announced that Doug Deitch, who requested that this matter be considered by the Board of Directors, had asked for a continuance because he was unavailable for today's meeting and he had additional materials he wished to present to the Board of Directors.

Discussion:

Director Beiers pointed out that the legal agreement with UCSC states that neither the City of Santa Cruz nor UCSC would pursue eastern access until the year 2015. Director Keogh supports the request for continuance but stated that the Board meeting is not the proper venue to discuss land use issues. The proper venue would be the Santa Cruz City Council. Peter Scott, resident of the Westside, distributed a Fact and Opinion Sheet which will be included in July Agenda packet of information.

14. CONSIDERATION OF AWARD OF RFP 99-17 FOR ADA PARATRANSIT RECERTIFICATION

Summary:

Tom Stickel reported that the RFP for ADA Paratransit Recertification was developed with members of MASTF, MUG, E&D TAC, and staff. Proposals were submitted by three firms. The Committee selected the firm of Nelson/Nygaard and Richard Weiner of that firm was present to answer any questions.

Discussion:

It was discussed that any paratransit users who are deemed ineligible to utilize the paratransit program should be informed of their alternatives and given more information about how to use the regular bus service.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR RIOS

A Motion was made to authorize the General Manager to execute a contract with the firm of Nelson/Nygaard to develop an ADA Paratransit Recertification Program.

The Motion passed unanimously with Director Arthur absent.

15. CONSIDERATION OF AWARD OF RFP 99-18 FOR COMPREHENSIVE OPERATIONAL AUDIT OF ADA PARATRANSIT SERVICE

Summary:

Tom Stickel reported that four (4) firms submitted proposals to conduct the audit of paratransit services. A nine-member selection committee recommended that MultiSystems, Inc. be awarded the contract. Ms. Lynn Everett Leigh from MultiSystems was present to answer any questions from the Board.

DIRECTOR RIOS LEFT THE MEETING AT 11:11 A.M.

ACTION: MOTION: DIRECTOR GABRIEL SECOND: DIRECTOR ROTKIN

A Motion was made to authorize the General Manager to execute a contract for the Comprehensive Operational and Financial Audit (COFA) of the ADA Paratransit Program with MultiSystems Inc.

The Motion passed unanimously with Directors Arthur and Rios absent.

18. CONSIDERATION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BYLAWS AND DETERMINE WHETHER ANY SECTION OF THE BYLAWS NEEDS TO BE UPDATED OR REVISED

- a. **Consider Amending Bylaws to allow Board of Directors to hear oral communications and public hearings before 9:00 a.m. at first monthly Board Meeting**
- b. **Consider amending Bylaws to restrict location for Board Meetings to accessible sites for all members of the public**

Summary:

Margaret Gallagher submitted a supplemental report regarding two issues: language to allow the Board to hear oral and written communications, union communication, and public hearings before 9:00 a.m. at the first regular Board Meeting of the month; and, language to restrict the Board from meeting at locations where certain groups might not be allowed entry.

Discussion:

The MUG Committee recommends changing their Bylaws to include marketing as an issue that the Committee can discuss.

DIRECTOR RIOS RETURNED TO THE MEETING AT 11:15 A.M.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR GABRIEL

A Motion was made to include the proposed language into the District Bylaws and to add language for the MUG Committee to include Marketing as an issue that the Committee can discuss.

Director Fitzmaurice stated that the language does not reflect what Ex Officio Director Burch had requested regarding social and economic classes, however, Director Rotkin stated that he is opposed to adding this language, based on social and economic classes.

The Motion passed unanimously with Director Arthur absent.

23. **ACCEPT AND FILE REPORT REGARDING STATE OF CALIFORNIA CHALLENGE TO THE APPLICABILITY OF TITLE 2 OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND CONSIDER APPROPRIATE RESPONSE FROM SCMTD TO GOVERNOR GRAY DAVIS' DETERMINATION TO APPEAL THE 9TH CIRCUIT COURT OF APPEAL DECISION IN DARE VS. STATE OF CALIFORNIA**

Summary:

Margaret Gallagher reported that Jeff LeBlanc submitted a draft letter of what he proposed for the Board to communicate to Governor Davis regarding the determination to appeal the 9th Circuit Court of Appeal Decision in Dare vs. State of California. A copy of this draft letter is hereby made a part of the Minutes. Ms. Gallagher stated that the U.S. Supreme Court is reviewing whether the states and their subdivisions are exempt from the requirements of Title I and Title II of the ADA. A decision should be rendered by June 2001.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR RIOS

A Motion was made to authorize the General Manager to send the letter submitted by Jeff LeBlanc, with the grammar corrections made by Director Fitzmaurice, to Governor Davis.

The Motion passed unanimously with Director Arthur absent.

ADJOURN

There being no further business, Chairperson Beutz adjourned the meeting at 11:34 a.m.

Respectfully submitted,

DALE CARR
Administrative Services Coordinator

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
1756	06/02/00	548.07	002245	STAPLES CREDIT PLAN	69390	PALM PILOT - IT	269.95
					69391	TASK CHAIR	278.09
1757	06/02/00	24.06	002329	BARCO PRINTING	69392	EXACT VELLUM - OPS	24.06
1758	06/02/00	119,484.93	002420	MIDWEST INSURANCE CORPORATION	69393	REV VEH REP - OUT	119,484.93
1759	06/02/00	125.98	002441	A BETTER BEEP	69482	MAY MEETINGS	125.98
1760	06/02/00	162.39	002447	SETON IDENTIFICATION PRODUCTS	69394	SIGN - OSHA MAINT.	162.39
1761	06/02/00	100.00	002452	ALMQUIST, JEFF	69457	MAY MEETINGS	100.00
1762	06/02/00	87.66	002495	CURTIS L. DELLAVERSON HIRSCHFELD	69484	LEGAL SVCS- APRIL	87.66
1763	06/02/00	7.43	002514	APEX WELDING SUPPLIES, INC.	69211	REPAIRS & MAINT	7.43
1764	06/02/00	620.00	002527	SOLAR DESIGN	69485	APRIL SVTC- LNDSCP	620.00
1765	06/02/00	32.00	002547	DEPARTMENT OF JUSTICE	69395	FINGERPRINT APPS	32.00
1766	06/02/00	890.25	002607	CTC ANALYTICAL SERVICES INC.	69396	REV VEH REPAIR - OUT	890.25
1767	06/02/00	1,520.00	002610	FREDERICK ELECTRONICS CORP.	69486	MAY- 375 ENDINAL	1,520.00
1768	06/02/00	240.00	002634	FITNEY WORKS	69487	POSTAGE- PLANNING	240.00
1769	06/02/00	423.60	002645	EXABYTE CORPORATION	69397	REPAIR TAPE DRIVE	423.60
1770	06/02/00	20,129.18	002656	WATERLEAF ARCHITECTURE	69398	APRIL METROBASE PRJ	20,129.18
1771	06/02/00	533.74	009	PACIFIC GAS & ELECTRIC	69399	4/12-5/12 KINGS VILL	-55.01
					69400	4/12-5/12 KINGS VILL	449.07
					69401	4/12-5/12 KINGS VILL	11.23
					69402	4/14-5/15 PAUL SWEET	64.10
					69403	3/31-4/30 CNG VEH	44.37
1772	06/02/00	103.29	013	UNIVERSAL COACH PARTS INC	69404	REV VEH PARTS	53.05
					69405	REV VEH PARTS	50.24
1773	06/02/00	255.64	020	ADT SECURITY SYSTEMS.	69428	JUNE ALARMS - OPS	53.23
					69489	JUNE ALARMS - MMF	20.41
					69490	JUNE ALARMS- WTC	30.41
					69491	JUNE ALARMS- SVTC	27.23
					69492	JUNE ALARMS- MMF	45.78
					69493	JUNE ALARMS- SAKATA	62.98
1774	06/02/00	176.02	037	USDP NORTHERN CALIFORNIA	69406	OFFICE SUPPLIES - MC	176.02
1775	06/02/00	2,508.73	037	KING'S INC.	69311	PRINTING	2,508.73
1776	06/02/00	534.31	043	PALACE ART & OFFICE SUPPLY	69494	OFFICE SUPPLY-LEGAL	534.31
					69495	OFFICE SUPPLY-PLANNG	252.72
1777	06/02/00	4,273.01	057	U.S. BANK	69407	4251-2400-0374-2697	1,273.01
					69408	4251-2400-0554-7229	3,000.00
1778	06/02/00	491.77	061	REGISTER PAJARDIAN	69409	LEGAL ADVERTISING	491.77
1779	06/02/00	100.00	064	KEGGH, MICHAEL	69463	MAY MEETINGS	100.00
1780	06/02/00	35.59	074	KENVILLE & SONS LOCKSMITH	69476	MECHANICAL SUPPLY	35.59
1781	06/02/00	30.00	076	ALBA-SPEYER, CONSUELO	69410	TRANSLATION SVCS	30.00
1782	06/02/00	18.96	079	SANTA CRUZ MUNICIPAL UTILITY	69497	DUMP FEES - FAC	18.96
1783	06/02/00	117.13	083	THYSGEN DOVER ELEVATOR	69498	MAY ELEVATOR SVC	117.13
1784	06/02/00	1,400.00	110	TRANSMART	69499	JUNE CUSTODIAN SVCS	1,400.00
1785	06/02/00	87.45	113	SOMTO PETTY CASH - FLEET	69411	PETTY CASH REIMB-FLT	87.45
1786	06/02/00	75.50	113	SNAP-ON TOOLS CORPORATION	69412	REPAIR - AIR HAMMER	75.50
					69415	TEST LEAD SET-FLEET	43.02
1787	06/02/00	177.15	122	SOMTO PETTY CASH - OPS	69300	REIMBURSE PETTY CASH	177.15
1788	06/02/00	24.99	122	BOY PHOTO LAB INC	69301	PHOTO PROCESS- PLNG	24.99
					69302	PHOTO PROCESS- PLNG	25.76
1789	06/02/00	8.42	130	WATSONVILLE CITY WATER DEPT.	69414	4/2-4/6 RODRIGUEZ ST	8.42
					69415	4/2-4/6 SAKATA LN	12.00

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHECK YTE	CHECK AMOUNT	VENDOR NUMBER	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COM <NT AMOUNT
				69416	4/9-5/2 BAK ST LN	65.95
				69417	3/1-5/2 RODRIGUEZ	62.19
				69418	3/1-5/2 RODRIGUEZ ST	53.82
				69419	3/1-5/2 RODRIGUEZ ST	433.52
				69420	CONTAINER-RDRIGUEZ	1,120.00
0 06/02/00	2,343.50	134	MOBILE RADIO ENGINEERS	69421	APRIL EQUIPT REPAIR	2,051.00
				69422	REPAIR RADIO	292.50
01 06/02/00	30.00	136	DANCING MAN IMAGERY	69423	PHOTO PROCESS-PLANS	30.00
02 06/02/00	750.17	147	ZEE MEDICAL SERVICE	69424	FIRST AID SUPPLY	598.27
				69425	SAFETY SUPPLIES-FLT	151.90
03 06/02/00	1,769.04	163	COMMUNITY PRINTER, INC.	69426	DAY PASS COUPONS	1,469.32
				69427	DISTRICT LETTERHEAD	299.72
04 06/02/00	63.61	166	HOSE SHOP, INC.,THE	69428	PLUMBING SUPPLIES	63.61
05 06/02/00	150.33	196	LIFT-U-INC.	69429	FREIGHT CHRGS	150.33
06 06/02/00	100.00	209	FITZMAURICE, TIM	69430	MAY MEETINGS	100.00
07 06/02/00	467.46	211	BOWMAN DISTRIBUTION	69430	PARTS/SUPPLIES-FLEET	467.46
08 06/02/00	177.89	231	HANTOVER, INC.	69431	REPAIRS/MAINT- FAC	177.89
09 06/02/00	7,435.53	314	GOODWIN, EILEEN	69432	APRIL PROF SVCS	7,435.53
00 06/02/00	1,366.00	315	JB ASSOCIATES	69433	APR/MAY PROF SVCS	1,366.00
01 06/02/00	266.98	316	WATSONVILLE AUTO SUPPLY	69434	REV VEH PARTS-FLEET	266.98
02 06/02/00	271.99	326	TRANSION INC.	69435	REV VEH PAR 1 27 ²	271.99
03 06/02/00	432.00	341	ESAD	69436	AD-ART & WINE FEST.	432.00
04 06/02/00	1,944.97	342	MCBRIDE & ASSOCIATED	69437	APC BULK UPS PRO	965.25
				69438	LIGITECH TRACK #N	579.72
05 06/02/00	100.00	343	AINGSWORTH, SHERYL	69438	MAY MEETINGS	100.00
06 06/02/00	244.29	343	BEST WESTERN INN AT THE SQUARE	69503	JUNE 24-27 FTA SENR	244.29
07 06/02/00	293.25	343	SIERRA DETROIT DIESEL ALLISON	69439	REPAIR VEH- FLEET	293.25
08 06/02/00	501.50	343	DIRECT SAFETY	69443	PARTS/SUPPLIES-FLEET	501.50
09 06/02/00	3,952.00	343	COUNTY OF SANTA CRUZ	69444	PROF/TECH SVCS-MAPE	3,952.00
10 06/02/00	253.39	343	THOMAS MANUFACTURING	69445	OFFICE SUPPLY-ORD	253.39
11 06/02/00	154.00	343	WINZIP COMPUTING, INC.	69446	WINZIP LICENSES	154.00
12 06/02/00	11.00	343	SCOTT'S VALLEY POLICE DEPT.	69447	REPORT# 00V-00712	11.00
13 06/02/00	91.09	343	WEST GROUP PAYMENT CTR	69448	APRIL ACCESS CHRGS	91.09
14 06/02/00	2,320.56	343	DIESEL MARINE ELECTRIC	69449	REV VEH PARTS-FLEET	2,320.56
15 06/02/00	1,752.61	343	GRANITE ROCK COMPANY	69504	REPAIR PARKING LOT	1,752.61
16 06/02/00	438.79	343	SFI SENFARE	69450	FOREIGN KEYS OPS	438.79
17 06/02/00	69.55	343	CITY OF SCOTT'S VALLEY	69451	3-15-5/15 KINGS VLS	69.55
18 06/02/00	160.13	343	S & J PRODUCTS	69452	REV VEH PARTS-FLEET	160.13
19 06/02/00	46.52	343	LEASE CO., A.L. INC.	69453	FOUNDING SUPPLY-LEAD	46.52
20 06/02/00	400.00	343	ASFESI, JOHN	69505	EMP INCENTIVE-FLEET	400.00
21 06/02/00	34.00	343	LOGUIDICE, FRED	69506	DAY RENEWAL-FLEET	34.00
22 06/02/00	45.19	343	LOWMECKER, LLOYD	69454	MILEAGE REIMBURSEMENT	45.19
23 06/02/00	97.19	343	MCFADDEEN, IAN	69507	MICROWAVE OPS	97.19
24 06/02/00	44.00	343	GLENN, ISAAC	69455	REPAIR DRIV/VEH OPS	44.00
25 06/02/00	1,583.00	343	CALIFORNIA STATE AUTO ASSOC.	69508	SETTLEMENT 100 10/13	1,583.00
26 06/02/00	383.07	343	ENTERPRISE RENT-A-CAR OF S.F.	69509	SETTLEMENT 100 4/11	383.07
27 06/02/00	1,284.46	343	PERRISSO'S AUTO BODY	69510	SETTLEMENT 100 4/11	1,284.46
28 06/02/00	3,632.09	001043	VISION SERVICE PLAN	69512	JUNE VISION INC.	3,632.09
29 06/02/00	31,993.87	502	PUBLIC EMPLOYEES'	69513	JUNE MEDICAL INC	31,993.87
30 06/02/00	53.75	002052	BOSTON	69515	EMPLOYEE INCENTIVE	53.75

STATE LAUZ (MAY) PULLING (MAY) 10:17:16
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
			EMPLOYEE INCENTIVE					
831	06/16/00	8,628.89	SANTA CRUZ COUNTY	69607		PROPERTY NEGOTIATION	8,628.89	
832	06/16/00	1,128.49	MID VALLEY SUPPLY	69608		CLEANING SUPPLIES	1,128.49	
				69609		CREDIT CORN/12/3587	456.42	
833	06/16/00	1,110.50	ABBOTT STREET RADIATOR	69514		RADIATOR - FLEET	1,110.50	
834	06/16/00	198.69	WASTE MANAGEMENT OF S C	69515		MAY-KINGS VLS RD	198.69	
835	06/16/00	83,435.53	DEVCO OIL	69516		HYDRAULIC FLUID	456.19	
				69517		MAY FUEL	83,435.53	
836	06/16/00	953.88	RED WING SHOE STORE	69610		MAY BOOTS- FAC/FLEET	837.24	
				69611		MAY BOOTS- FAC	116.64	
837	06/16/00	439.20	MOORE MATERIAL HANDLING GROUP	69518		REPAIR VEH 701	219.60	
				69519		REPAIR VEH #701	219.60	
838	06/16/00	3,269.94	SCOTT P.E., ROBERT W.	69520		APR/MAY PROF SVCS	3,269.94	
839	06/16/00	29,974.83	UNUM	69521		JUNE LONG TERM DIS.	29,974.83	
840	06/16/00	4,390.25	ITT HARTFORD	69522		JUNE LIFE/AGED INS	4,390.25	
841	06/16/00	123,013.15	FOOD & NUTRITION SERVICES, INC	69523		APR ADA PARATRANSIT	123,013.15	
842	06/16/00	5,721.00	FIRM SOLUTIONS, INC.	69612		JUN/JUL WORKERS COMP	5,721.00	
843	06/16/00	327.60	GARDEN STATE INTERNATIONAL	69613		REV VEH PARTS FLEET	327.60	
844	06/16/00	424.00	BRINKS INCORPORATED	69524		JUNE SECURITY	424.00	
845	06/16/00	789.58	WORLDWIDE TECHNOLOGIES, INC.	69614		MAY LONG DISTANCE	789.58	
846	06/16/00	7,326.02	PIZZAZZ PRINTING INC.	69525		PRINTING-HEADWAYS	7,326.02	
847	06/16/00	5,687.56	BAY STAFFING	69526		TEMPS W/E 5/22 FLEET	1,687.56	
				69527		TEMPS W/E 5/28 LEGAL	1,400.00	
				69528		TEMPS W/E 5/14 FLEET	846.72	
				69529		TEMPS W/E 5/21 LEGAL	1,400.00	
				69530		TEMPS W/E 5/14 FAC	310.08	
848	06/16/00	122.50	LRP PUBLICATIONS	69615		LEGAL BOOKS	122.50	
849	06/16/00	2,565.89	HALL KINION	69531		TEMPS W/E 5/25 HRD	766.89	
				69532		TEMPS W/E 5/21 HRD	1,799.24	
850	06/16/00	470.00	SANTA CRUZ CITY SCHOOLS	69533		UNUSED BUS PASSES	470.00	
851	06/16/00	178.07	A TOOL SHED, INC.	69534		EQUIPT RENTAL FAC	178.07	
852	06/16/00	244.00	BIG SUR BOTTLED WATER, INC	69535		WATER - ADMIN	141.50	
				69536		WATER - PLANNING	102.50	
853	06/16/00	251.21	WATSONVILLE BLUEPRINT	69537		NTBASE PRDG REPAIR	251.21	
854	06/16/00	248.56	AMERICAN SUPPLY COMPANY	69538		CLEANING SUPPLY- VEH	248.56	
				69539		PARTS & SUPPLIES	156.98	
855	06/16/00	917.10	EXECUTIVE INN	69539		HOTEL 6/25-29-TRAINING	917.10	
856	06/16/00	305.00	TYCHO NETWORKS, INC.	69540		JUNE CENTREX LINE	305.00	
857	06/16/00	3,057.33	BAY EQUIPMENT & REPAIR	69541		OUT REPAIR OTHER VEH	566.52	
				69542		OUT REPAIR REV VEH	3,057.33	
858	06/16/00	269.95	STAPLES CREDIT PLAN	69617		PALM ORGANIZER-MIS	269.95	
859	06/16/00	1,250.00	BERBER, SHAW & YOSER	69543		APR/MAY PROF SVCS	1,250.00	
860	06/16/00	5,472.40	CALIFORNIA SERVICE EMPLOYEE	69618		JUNE MEDICAL INS	5,472.40	
860P	06/16/00	-3,472.40	CALIFORNIA SERVICE EMPLOYEE	69578		VOID CHECK	-3,472.40	PRE-PAID
			VOID CHECK					
861	06/16/00	1,250.00	CHANEY, CAROLYN & ASSOC., INC.	69544		JUNE P PROF SVCS	1,250.00	
862	06/16/00	135.00	MOBILE STORAGE GROUP, INC.	69545		STORAGE CONT-FLEET	135.00	
863	06/16/00	300.00	FREEDOM SHEET METAL, INC.	69546		HVAC OTE/ V SVC	300.00	
864	06/16/00	332,903.80	HIGHEST BUS CORPORATION	69619		BUS REHA B	332,903.80	
865	06/16/00	381.87	CLEANSOURCE	69619		CLEANING SUPPLY- VEH	381.87	

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
06/16/00	600.38	NEXTEL COMMUNICATIONS	69548	MAY PHONE CHARGES	600.38	
06/16/00	253.80	IQS CAPITAL	69549	JUN/JUL CAMION RENTAL	253.80	
06/16/00	14,350.39	MCLEAN CONSULTING & ASSOC. INC.	69550	APR/MAY BUS INSPECT.	14,350.39	
06/16/00	1,093.25	SANTA CRUZ AUTO TECH. INC	69551	REPAIR VEH #704-FLT	123.66	
			69552	REPAIR VEH #8022	443.15	
			69553	REPAIR VEH #7700	145.66	
			69554	REPAIR VEH #905	378.78	
06/16/00	149.23	UNITED PARCEL SERVICE	69555	FREIGHT OUT- FLEET	149.23	
06/16/00	7,742.04	PACIFIC GAS & ELECTRIC	69620	5/2-6/2 ENCINAL	120.42	
			69621	5/3-6/7 PACIFIC	12.69	
			69622	5/5-6/7 PACIFIC	10.60	
			69623	5/5-6/7 PACIFIC	912.69	
			69624	5/2-6/2 RIVER ST	1,241.67	
			69625	5/2-6/2 GOLF CLUB	1,290.13	
			69626	5/2-6/2 111 DUBOIS	616.80	
			69627	5/2-6/2 ENCINAL	2,309.56	
			69628	5/1-6/1 RODRIGUEZ	986.75	
			69629	5/1-6/1 BEACH ST	57.34	
			69630	4/27-5/30 SAKATA LN	104.54	
			69631	4/27-5/30 SAKATA	10.50	
			69632	4/30-5/31 NAT GAS	23.49	
06/16/00	500.12	SALINAS VALLEY FORD SALES	69536	REV VEH PARTS FLEET	500.12	
06/16/00	50.40	ADT SECURITY SYSTEMS.	69535	MAY/JUNE PROGRATE SVC	50.40	
06/16/00	45.25	WHOLY WATER PURIFICATION SERV.	69537	INSTL WATER PURIFIER	45.25	
06/16/00	184.22	KELLY-MOORE PAINT CO INC.	69534	REPAIRS/MINT FAC	184.22	
06/16/00	37.91	USOP NORTHERN CALIFORNIA	69538	OFFICE SUPPLY- FLEET	37.91	
06/16/00	1,704.33	MISSION UNIFORM	69535	MAY UNIFORMS/CLOTHING	1,704.33	
06/16/00	1,430.51	FBI ADF ART & OFFICE SUPPLY	69536	OFFICE SUPPLY- FIN	231.37	
			69537	OFFICE SUPPLY- OPS	320.76	
			69538	OFFICE SUPPLY- ADMIN	327.18	
			69539	OFFICE SUPPLY-FLEET	28.06	
			69540	OFFICE SUPPLY- ADMIN	155.00	
			69541	OFFICE SUPPLY-PLANG	252.12	
06/16/00	81.00	BASCOM TRIM & UPHOLSTERY	69539	REV VEH PARTS FLEET	81.00	
06/16/00	2,957.63	ROYAL WHOLESALE ELECTRIC	69542	LIGHT FIXTURES	1,219.59	
			69543	ELECTRICAL SUPPLY	1,738.04	
06/16/00	644.76	BATTERIES U.S.A. INC.	69540	REV VEH PARTS FLEET	644.76	
06/16/00	488.16	REGISTER PAJARDONIAN	69544	LEGAL ADS- ADMIN	272.45	
			69545	LEGAL ADS- PURCH	55.71	
06/16/00	86.15	ROTD-ROSTER SEWER/PLUMBING	69561	OUT REPAIR RIDG/IMP	86.15	
06/16/00	18.96	SANTA CRUZ MUNICIPAL UTILITY	69546	DUMP FEE	18.96	
06/16/00	10,006.36	DIXON & SON, INCORPORATED	69562	MAY TYRES/TIRES	10,006.36	
06/16/00	209.25	CRYSTAL SPRINGS WATER CO.	69563	WATER - FLEET	209.25	
06/16/00	140.49	SCHMIDT PETTY CASH/ S&B	69564	PETTY CASH-REIMS 507	140.49	
06/16/00	59,493.06	FIRM SOLUTIONS	69547	MAY WORK COMP TRUST	59,493.06	
06/16/00	78.30	STATE STEEL COMPANY	69565	REV VEH PARTS FLEET	78.30	
06/16/00	1,508.23	SAN LORENZO LUMBER CO., INC.	69548	MAY PARTS/SUPPLIES	1,508.23	
			69549	MAY PARTS/SUPPLIES	51.23	
06/16/00	9,553.75	EMULAS CORPORATION	69566	REV VEH PARTS FLEET	201.12	
			69567	REV VEH PARTS FLEET	3,505.75	

7-2.5

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 05/01/00 THRU 06/30/00

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRAMS. TYPE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					69568	REV VEH PARTS FLEET	1,104.24	
					69569	REV VEH PARTS FLEET	1,088.42	
					69570	REV VEH PARTS FLEET	1,714.63	
					69571	REV VEH PARTS FLEET	1,227.11	
					69572	REV VEH PARTS FLEET	163.08	
					69573	REV VEH PARTS FLEET	559.35	
1892	06/16/00	279.82	135	SANTA CRUZ AUTO PARTS, INC.	69574	REV VEH PARTS FLEET	279.82	
1893	06/16/00	573.48	148	ZEP MANUFACTURING COMPANY	69575	CLEANING SUPPLY FAC	573.48	
1894	06/16/00	2,158.15	149	SANTA CRUZ SENTINEL	69580	LEGAL ADS/PROMOTION	2,158.15	
1895	06/16/00	248.40	136	PRINT GALLERY, THE	69576	BEACH SHUTL STICKERS	248.40	
1896	06/16/00	2,475.88	126	HOSE SHOP, INC., THE	69577	MAY PARTS/SUPPLIES	2,475.88	
					69581	PLUMBING SUPPLY-FAC	4.15	
1897	06/16/00	542.94	170	TOWNSEND'S AUTO PARTS	69578	REV VEH PARTS/SUPPLY	542.94	
1898	06/16/00	339.57	173	ADM RISK SERVICES INC.	69579	LIABILITY INS TAX/FEE	339.57	
1899	06/16/00	3,511.79	191	GOLDEN ROSE PETROLEUM	69580	FUELS & LUBES	3,511.79	
1900	06/16/00	778.25	192	ALWAYS UNDER PRESSURE	69581	PLUMBING SUPPLIES	778.25	
1901	06/16/00	2,505.93	216	LABOR READY, INC.	69582	TEMPS W/E 5/17 FAC	984.20	
					69582	TEMPS W/E 5/18 FAC	1,521.73	
1902	06/16/00	1,822.86	221	VEHICLE MAINTENANCE PROGRAM	69582	REV VEH PARTS 1,822	1,822.86	
1903	06/16/00	26.25	264	C.L. CONSULTING	69584	ASS CONSULTING	26.25	
1904	06/16/00	275.00	271	CARLEON, BRENT D., M.D., INC.	69585	APR/MAY PROF SVCS	275.00	
1905	06/16/00	2,322.29	294	ANDY'S AUTO SUPPLY	69583	MAY PARTS/WURRLY FLT	2,322.29	
1906	06/16/00	137.10	298	ERGOMETRICS	69586	SCORING SERVICES	137.10	
1907	06/16/00	2,100.00	314	GOODWIN, EILEEN	69587	MAY PROF SVCS	2,100.00	
1908	06/16/00	45.00	345	SANTA CRUZ COUNTY OFFICE OF	69588	MAR/APR FINGERPRINT	45.00	
1909	06/16/00	409.00	356	AD TRANSIT	69589	CRAWFRD/LANTHR TRAIN	409.00	
1910	06/16/00	500.00	369	SAMPSON ENGINEERING INC.	69590	PROF SVCS OCTOBER 99	500.00	
1911	06/16/00	18,000.00	370	I T S BUS, INC.	69584	I BUS ADVANCE 90%	18,000.00	
1912	06/16/00	174.96	371	LAS ANIMAS CONCRETE & BLDS	69591	CONCRETE PAUL SW RD	174.96	
1913	06/16/00	165.16	372	FEDERAL EXPRESS	69585	POSTAGE/MAILING	165.16	
1914	06/16/00	102,856.89	373	DAYTECH MFG. INC.	69592	BUS SHELTERS	102,856.89	
1915	06/16/00	299.70	374	GROSSMAN AND COTTER, INC.	69593	COURT REPORTING SVC	299.70	
1916	06/16/00	1,390.00	377	DAL/OSHA	69586	PENALTIES - INSPECTN	1,390.00	
1917	06/16/00	7,521.50	378	SIERRA DETROIT DIESEL ALLISON	69440	INJECTOR CORE-FLEET	101.56	
					69441	CRANKSHAFT ASSEMBLY	604.65	
					69442	COVER ASSEMBLY-FLEET	80.66	
					69594	REV VEH PARTS FLEET	2,745.69	
					69595	REV VEH PARTS FLEET	470.12	
					69596	REV VEH PARTS FLEET	1,649.97	
					69597	REV VEH PARTS FLEET	81.02	
					69597	REV VEH PARTS FLEET	1,782.85	
1918	06/16/00	335.00	424	MOTORCOACH TRAINING &	69588	TRAINING-RICK PEREZ	335.00	
1919	06/16/00	5,321.20	422	MEGWARE SYSTEMS, INC.	69598	NEDESTATION - MIB	5,321.20	
1920	06/16/00	102.00	429	PRINT SMITH	69599	TRANSLATION-HEARING	102.00	
1921	06/16/00	11.00	450	SCOTTS VALLEY POLICE DEPT.	69600	REPORT #L044-00789	11.00	
1922	06/16/00	2,000.00	433	AMPAC BUILDING MAINTENANCE	69589	MAY JUDICIAL SVCS	2,000.00	
1923	06/16/00	150.00	434	VERIZON WIRELESS MESSAGING	69600	JUNK ANTENNA-REPAIRER	150.00	
1924	06/16/00	319.75	431	VULTRON INC.	69601	REV VEH PARTS FLEET	319.75	
1925	06/16/00	2,246.67	474	BEDDARD PRODUCTS, INC.	69602	REPAIRS/MAINTENANCE	2,246.67	
1926	06/16/00	675.88	450	DIESEL MARINE ELECTRIC	69603	REV VEH PARTS FLEET	675.88	

7-2.6

CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHECK DATE	CHECK AMOUNT	VENDOR NUMBER	VENDOR NAME	VENDOR TRANS. TYPE	TRANSACTION NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
927 06/16/00	1,047.00	575	JAGUA OF CALIFORNIA		69661	BUS BENCH SUPPLIES	1,047.00	
928 06/16/00	37,016.72	632	PRUDENTIAL HEALTHCARE		69662	JUN DENTAL INS	37,016.72	
929 06/16/00	12.00	708	CALIFORNIA HIGHWAY PATROL		69604	REPORT# 00-151-0444	5.00	
					69605	REPORT# 9720	7.00	
929P06/07/00	-12.00	708	CALIFORNIA HIGHWAY PATROL		69609	VOID CHECK	-12.00	PRE-PAID
						VOID CHECK		
930 06/16/00	114.00	717	HISPANIC HOTLINE		69606	AD - TRANSIT PLANNER	114.00	
931 06/16/00	80.00	E021	HILTNER, THOMAS		69663	FTA TRANSP SEMINAR	80.00	
931P06/23/00	-80.00	E021	HILTNER THOMAS		69608	VOID CHECK	-80.00	PRE-PAID
						VOID CHECK		
932 06/16/00	200.00	E077	PEREZ, RICARDO		69664	COACH AIR COND TRAIN	200.00	
933 06/16/00	57.00	E079	VAN DYKE, CURTIS		69665	DMV FEES- FLEET	57.00	
934 06/16/00	64.00	E080	ESCARCEGA, MIGUEL GALINDO		69666	DMV CDL FEES- FLEET	64.00	
935 06/16/00	44.00	E146	TERESI, JAMES		69667	DMV/VTT FEES-OPS	44.00	
936 06/16/00	44.00	E205	CILIBERTO, ANTHONY		69668	DMV/VTT FEES- OPS	44.00	
937 06/16/00	200.00	E209	CRAWFORD, FLOYD		69669	BUS COLL. TRAINING	200.00	
938 06/16/00	34.00	E284	HOLDNICK, JAMES		69670	DMV RENEWAL- FLEET	34.00	
939 06/16/00	34.00	E299	CRAIG, CRAIG		69671	DMV RENEWAL- FLEET	34.00	
940 06/16/00	200.00	E366	LANTHIER, BURT		69672	BUS COLL. TRAINING	200.00	
941 06/16/00	44.00	E439	DEES, ALAN		69673	DMV/VTT FEES- OPS	44.00	
942 06/16/00	45.53	E522	CARR, DALE		69674	OFFICE SUPPLIES-ADMN	45.53	
943M06/21/00	142.96	728	SCMTD PETTY CASH - FINANCE		69681	REIMBURSE PETTY CASH	142.96	MANUAL
			PETTY CASH- FINANCE					
944 06/23/00	26,211.00	080	STATE BOARD OF EQUALIZATION		69607	MAY 1-JUN 15 USE TAX	26,211.00	MANUAL
						MAY 1-JUN 15 USE TAX		
945 06/30/00	6,023.69	001	PACIFIC BELL/SAC		69682	JUNE PHONE LINE	335.46	
					69683	DEC SUMMARY BILL	2,979.56	
					69684	JUNE SUMMARY BILL	2,708.67	
946 06/30/00	75.03	001020	EMED COMPANY		69685	"NO PARKING" SIGNS 75	75.03	
947 06/30/00	514.66	001052	KID VALLEY SUPPLY		69686	VEH CLEANING SUPPLY	597.59	
					69687	VEH CLEANING SUPPLY	216.69	
948 06/30/00	9,082.59	001063	NEW FLYER INDUSTRIES LIMITED		69688	REV VEH PARTS .112	172.34	
					69689	REV VEH PARTS 498	498.14	
					69690	REV VEH PARTS 119	119.35	
					69691	REV VEH PARTS 2654	2,654.09	
					69692	REV VEH PARTS 5584	3,584.72	
					69693	REV VEH PARTS 180	180.25	
949 06/30/00	1,272.82	001119	MASERICH PARTNERSHIP, LP, THE		69693	JUL - CAPITOLA MALL	1,272.82	
950 06/30/00	20.00	001206	BELTA GLASS		69694	OUT REPAIR REV VEH	20.00	
951 06/30/00	1,819.20	001230	CAPITOL CLUTCH AND BRAKE, INC		69695	REV VEH PARTS	1,819.20	
952 06/30/00	100.00	001331	RIOB, OSCAR		69605	JUNE MEETINGS	100.00	
953 06/30/00	3,487.30	001365	BORTNICK, ROBERT G. & ASSOC.		69612	APR-JUNE PROF SVCS	3,487.30	
954 06/30/00	30,149.47	001446	BAY CITIES DIESEL ENG. INC.		69696	REV VEH PARTS	13,106.67	
					69697	REV VEH PARTS	17,042.80	
955 06/30/00	70.87	001543	GULL CORPORATION		69698	OFFICE/PHOTO SUPPLY	70.87	
956 06/30/00	134.47	001585	OLIVE SPRINGS QUARRY, INC.		69615	ASPHALT- FAC MAINT	134.47	
957 06/30/00	15.23	001543	STEVE'S UNION		69699	MAY FUELS/LUB FLEET	15.23	
958 06/30/00	100.00	001595	SEYERS, KATHERINE		69600	JUNE MEETINGS	100.00	
959 06/30/00	90.00	001689	MAINTENANCE SUPERINTENDENTS		69700	MEMBERSHIP DUES	90.00	
960 06/30/00	129.94	001704	SURTEG SYSTEM, INC		69701	DUSTEDIAL SUPPLY	129.94	

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHK SER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRAMS. LYFF NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
1941	06/30/00	46.09 001710	ACCURATE RUBBER STAMP CO.	69702	2 STAMPS- NEW BANK	46.09	
1942	06/30/00	766.40 001711	MOHAWK MFG. & SUPPLY CO.	69703	REV VEH PARTS 962	766.40	
1943	06/30/00	39,150.00 001762	FOOD & NUTRITION SERVICES, INC	69704	JUNE DISPATCH FEE	39,150.00	
1944	06/30/00	5,804.03 001799	BILLINEHAM TICKET CO.	69705	PRINTING-DAY PASSES	2,938.24	
				69706	PRINTING-DAY PASSES	2,865.79	
1945	06/30/00	1,867.61 001800	THERMO KING OF SALINAS, INC	69707	REV VEH PARTS	235.33	
				69708	OUT REPAIR REV VEH	1,634.28	
1946	06/30/00	100.00 001824	GABRIEL, BRUCE	69802	JUNE MEETINGS	100.00	
1947	06/30/00	100.00 001859	ROTKIN, MICHAEL	69802	JUNE MEETINGS	100.00	
1948	06/30/00	352.66 001856	SAY COMMUNICATIONS	69814	MAY PHONE REPAIRS	352.66	
1949	06/30/00	900.00 001867	HUMPHREY, YVONNE A.	69709	JULY - VERNON ST.	900.00	
1970	06/30/00	100.00 001856	HINKLE, MICHELLE	69803	JUNE MEETINGS	100.00	
1971	06/30/00	216.57 001974	SPORTWORKS NORTHWEST, INC.	69710	REV VEH PARTS 217	216.57	
1972	06/30/00	4,343.92 001991	SAY STAFFING	69711	TEMPS W/E 6/11 LEGAL	1,400.00	
				69712	TEMPS W/E 6/4 LEGAL	1,156.60	
				69713	TEMPS W/E 6/4 FLEET	940.50	
				69815	TEMPS W/E 6/11 FLEET	846.72	
1973	06/30/00	54.50 001992	LFP PUBLICATIONS	69714	GUIDE DISABILITY MNGM	54.50	
1974	06/30/00	2,599.29 002005	TRANSIT RESOURCES, INC.	69715	REV VEH PARTS	344.35	
				69716	REV VEH PARTS	2,254.94	
1975	06/30/00	2,416.96 002021	HALL KINION	69717	TEMPS W/E 6/11 HRD	690.56	
				69816	TEMPS W/E 6/11 HRD	863.20	
				69817	TEMPS W/E 6/12 HRD	863.20	
976	06/30/00	1,045.00 002025	BOWMAN & WILLIAMS	69818	APR/MAY PROF SVCS	1,045.00	
977	06/30/00	231.26 002043	COSTCO	69712	PHOTO PROCESS-LEGAL	15.54	
				69819	PHOTO PROCESSING-OPS	53.60	
				69820	PHOTO PROCESSING-OPS	33.14	
				69821	PHOTO PROCESS-LEGAL	8.48	
				69822	PHOTO PROCESS-OPS	26.39	
				69823	PHOTO PROCESS-OPS	29.92	
				69824	PHOTO PROCESS-OPS	26.84	
				69825	PHOTO PROCESS-OPS	36.29	
978	06/30/00	45.00 002077	TERMINIX INTERNATIONAL	69826	JUNE CHARGES- WTC	45.00	
979	06/30/00	97.85 002106	AMERICAN SUPPLY COMPANY	69719	CUSTOMER SUPPLY	97.85	
980	06/30/00	27,242.04 002114	HINSHAW, EDWARD & BARBARA	69720	JULY - 570 ENCINAL	21,706.43	
				69721	JULY - 120 DUBOIS	5,535.63	
981	06/30/00	9,886.58 002117	IULIANO, NICK	69722	JULY - 111 DUBOIS	9,886.58	
982	06/30/00	175.00 002183	BIRD, INC.	69827	REB HASTUS SEMINAR	175.00	
983	06/30/00	100.00 002167	BEAUTZ, JAN	69799	JUNE MEETINGS	100.00	
984	06/30/00	9,370.71 002250	WENZELERIGN	69828	WEB ART- ART PROD.	3,419.23	
				69829	HEADWAYS SUMMER ED	3,951.48	
985	06/30/00	634.06 002323	NORTHERN SAFETY CO., INC.	69723	SAFETY SUPPLIES 561	550.56	
				69724	SAFETY SUPPLIES 74	73.50	
986	06/30/00	135.00 002350	MOBILE STORAGE GROUP, INC.	69830	JUNE STORAGE CONT	135.00	
987	06/30/00	127.27 002389	DARCO PRINTING	69725	LINEW/LOWER OPS	127.27	
988	06/30/00	100.00 002452	ALMQUIST, JEFF	69797	JUNE MEETINGS	100.00	
989	06/30/00	419.51 002520	TWO R.Y.'S SALES AND SERVICE	69831	TOOLS/SUPPLIES FAC	419.51	
990	06/30/00	94.00 002567	DEPARTMENT OF JUSTICE	69832	MAY FINGERPRINTING	54.00	
				69833	MAY FINGERPRINTING	30.00	
991	06/30/00	2,558.15 002590	MICRO WAREHOUSE	69833	COMPUTER SUPPLIES	2,558.15	

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHECK SF	CHECK DATE	CHECK AMOUNT	VENDOR VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
1992	06/30/00	1,520.00	002610 FREDERICK ELECTRONICS CORP.	69727	JUNE- 275 ENCINAL	1,520.00	
1993	06/30/00	848.43	002627 CDW GOVERNMENT, INC.	69728	COMPUTER SUPPLY-MIS	748.68	
				69834	COMPUTER SUPPLIES	74.95	
1994	06/30/00	215.99	002642 POST TOOL	69729	DRILL- FAC MAINT	215.99	
1995	06/30/00	19,050.72	002657 SURF SOFTWARE LLC	69235	CONSULTING AGREEMNT	19,050.72	
1996	06/30/00	11,083.10	002686 WATERLEAF ARCHITECTURE	69836	MAY PROF SVCS-MBASE	11,083.10	
1997	06/30/00	85.00	002687 PACIFIC PUBLISHING	69730	LAYOUT AD- VIS COUNC	85.00	
1998	06/30/00	15.00	002689 B & B SMALL ENGINE REPAIR	69731	MECHANICAL SUPPLY	15.00	
1999	06/30/00	99.22	002696 UNITED BUS CORPORATION	69732	REV VEH PARTS	49.51	
				69733	REV VEH PARTS	49.71	
2000	06/30/00	5,800.00	002705 PACIFIC TRANSIT MANAGEMENT	69734	SURVEYORS-PLANNING	5,800.00	
2001	06/30/00	151.42	004 NORTH BAY FORD LINC-MERCURY	69735	REV VEH PARTS	151.42	
2002	06/30/00	624.52	009 PACIFIC GAS & ELECTRIC	69737	5/12-6/13 KINGS VLG	11.23	
				69738	5/12-6/13 KINGS VLG	594.69	
				69739	5/15-6/15 PAUL SMT	78.60	
2003	06/30/00	4,735.54	013 UNIVERSAL COACH PARTS INC	69740	REV VEH PARTS	31.97	
				69741	REV VEH PARTS	1,347.93	
				69742	REV VEH PARTS	4.26	
				69743	REV VEH PARTS	2.14	
				69744	REV VEH PARTS	367.08	
				69745	REV VEH PARTS	1,738.08	
				69746	REV VEH PARTS	1,106.50	
				69837	REV VEH PARTS	70.98	
				69838	REV VEH PARTS	25.60	
2004	06/30/00	1,487.39	023 PACIFIC TRUCK PARTS, INC.	69747	REV VEH PARTS	23.59	
				69748	REV VEH PARTS	411.03	
				69749	REV VEH PARTS	914.03	
				69750	REV VEH PARTS	14.39	
				69751	REV VEH PARTS	124.35	
2005	06/30/00	408.92	037 USOP NORTHERN CALIFORNIA	69839	OFFICE SUPPLY FLEET	107.44	
				69840	OFFICE SUPPLY FLEET	301.54	
2006	06/30/00	362.76	041 MISSION UNIFORM	69841	UNIFORMS/LAUNDRY FAC	362.76	
2007	06/30/00	143.09	042 ORCHARD SUPPLY HARDWARE	69849	PARTS & SUPPLIES	143.09	
2008	06/30/00	2,394.10	057 U.S. BANK	69842	4251-2400-0554-7229	1,946.50	
				69843	4251-2400-0574-2597	627.60	
2009	06/30/00	64.19	061 REGISTER PAJARONIAN	69844	LEARN ADS FLEET	64.19	
2010	06/30/00	100.00	064 KEOSH, MICHAEL	69804	JUNE MEETINGS	100.00	
2011	06/30/00	313.14	075 COAST PAPER & SUPPLY INC.	69752	CUSTODIAL SUPPLIES	213.14	
2012	06/30/00	88.48	079 SANTA CRUZ MUNICIPAL UTILITY	69845	MAY LANDFILL - FAC	88.48	
2013	06/30/00	204.83	081 KAR PRODUCTS	69753	PARTS & SUPPLIES	204.83	
2014	06/30/00	117.13	083 THYSSEN DOWER ELEVATOR	69754	GUT REPAIR BLDG	117.13	
2015	06/30/00	328.17	087 RECOGNITION SERVICES LTD.	69755	EMP INCENTIVE	328.17	
2016	06/30/00	114.72	096 SANTA CRUZ SAW WORKS	69756	MECHANICAL SUPPLY	114.72	
2017	06/30/00	1,400.00	110 TRANSMART	69757	JULY CUSTODIAN SVCS	1,400.00	
2018	06/30/00	176.79	115 SNAP-ON TOOLS CORPORATION	69758	EMP TOOL REPLACE	176.79	
2019	06/30/00	2,436.00	116 SANTA CRUZ COMMUNITY	69846	DEC-FEB PROF SVCS	2,436.00	
2020	06/30/00	31.36	123 BAY PHOTO LAB INC	69759	PHOTO SUPPLY/PROCESS	31.36	
2021	06/30/00	66.45	130 WATSONVILLE CITY WATER DEPT.	69847	5/2-6/2/00KATA LN	63.93	
				69848	4/3-6/1/00RODRIGUEZ	8.48	
				69849	4/3-6/1/00KATA LN	12.00	

CHECK JOURNAL DETAIL BY CHECK NUMBER
ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHK SER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESC. / R/P	TRANSACTION AMOUNT	COMMENT
2022	06/30/00	64.40	133 JOBS AVAILABLE		69760	CLASSIFIED ADS	64.40	
2023	06/30/00	32.00	135 DANCING MAN IMAGERY		69761	PHOTO SUPPLY/PROCESS	32.00	
2024	06/30/00	111.94	147 ZEE MEDICAL SERVICE		69750	SAFETY SUPPLIES-FAC	111.94	
2025	06/30/00	172.63	151 OCEAN CHEVROLET INC		69752	REV VEH PARTS	172.63	
2026	06/30/00	3,541.32	163 COMMUNITY PRINTER, INC.		69803	PRINTING - PLANNING	649.08	
					69754	PRINTING - Pgs	2,892.24	
2027	06/30/00	26,250.00	174 SAYLOR & HILL COMPANY		69755	PROPERTY INS 6/00-7 01	26,250.00	
2028	06/30/00	110.00	184 DEPARTMENT OF MOTOR VEHICLES		69752	RES FEES EV/L TRAINS	110.00	
2029	06/30/00	266.08	186 WILSON, GEORGE H., INC.		69853	PLUMBING SUPPLY FAC	266.08	
					69854	ELECT SUPPLIES FAC	2.58	
2030	06/30/00	200.00	209 FITZMAURICE, TIM		69820	RE-ISSUE JAN NTGS	100.00	
					69801	JUNE MEETINGS	100.00	
2031	06/30/00	83.60	210 HOLIDAY MUFFLER SERVICE		69805	OUT REPAIR OTHER VEH	83.60	
2032	06/30/00	556.39	211 BOWMAN DISTRIBUTION		69766	PARTS & SUPPLIES	556.39	
2033	06/30/00	211.20	215 KON OFFICE SOLUTIONS		69767	JUNE COPIER RENTAL	211.20	
2034	06/30/00	1,868.04	216 LABOR READY, INC.		69765	TEMP S W/E 6/15 FAC	1,868.04	
2035	06/30/00	3,195.60	221 VEHICLE MAINTENANCE PROGRAM		69768	REV VEH PARTS 219	3,195.60	
2036	06/30/00	50.00	222 ARTHUR BRUCE		69778	JUNE MEETINGS	50.00	
2037	06/30/00	305.64	225 MISSION PRINTERS		69769	PRINTING - PLANNING	305.64	
2038	06/30/00	269.99	261 OFFICE MAX		69806	PALM ORGANIZER	269.99	
2039	06/30/00	157.57	262 BRAINER INC. W. W.		69770	ELECTRICAL SUPPLY	157.57	
2040	06/30/00	664.85	316 WATSONVILLE AUTO SUPPLY		69771	REV VEH PARTS	664.85	
2041	06/30/00	202.50	339 ACCESS HARDWARE SUPPLY		69772	MECHANICAL SUPPLY	202.50	
2042	06/30/00	20.00	349 CAPITOLA POLICE DEPT.		69773	REPORT # 000-0012023	20.00	
2043	06/30/00	50.00	363 AINSWORTH, SHERYL		69776	JUNE MEETINGS	50.00	
2044	06/30/00	9,472.50	360 GOLDEN BAY FENCE PLUS IRON INC		69774	SWC PIPE RAIL FENCE	9,472.50	
2045	06/30/00	625.00	381 T & R COMMUNICATIONS, INC.		69775	INSPECT MODERN CONN.	625.00	
2046	06/30/00	254.99	405 JOHN'S ELECTRIC MOTOR		69877	OUT REPAIR EQUIPT	254.99	
2047	06/30/00	46.69	426 AMERICAN VACUUM COMPANY		69783	HAND PUMP OIL - FAC	46.69	
2048	06/30/00	129.33	428 NEOWARE SYSTEMS, INC.		69777	FIREIGHT ON FO#201279	129.33	
2049	06/30/00	614.40	432 EXPRESS PERSONNEL SERVICES		69783	TEMP S W/E 6/18 HRD	614.40	
2050	06/30/00	3,507.76	435 PDD INDUSTRIAL HYGIENE SVCS		69859	FOR PRO SVCS	3,507.76	
2051	06/30/00	99.19	436 WEST GROUP PAYMENT CTR		69878	MAY ACCESS CHARGE	99.19	
					69780	CO-GRANTS	8.10	
2052	06/20/00	691.20	461 VULTRON INC.		69877	OUT REPAIR REV VEH	691.20	
2053	06/30/00	111.67	460 DIESEL MARINE ELECTRIC		69780	SEAL KIT-FLEET	111.67	
2054	06/30/00	87.58	534 DEB		69781	GA TER GUIDE 4TH ED	87.58	
2055	06/30/00	256.62	546 BRANITE ROCK COMPANY		69782	REPAIR & MAINT.	256.62	
2056	06/30/00	100,000.00	528 CALTIP		69781	LIABILITY INS 00101	100,000.00	
2057	06/30/00	1,165.12	597 CURVED GLASS DISTRIBUTORS		69853	REV VEH PARTS 1165	1,165.12	
2058	06/30/00	6.00	705 CALIFORNIA HIGHWAY PATROL		69810	REPORT # 9720	6.00	
2059	06/30/00	499.61	731 KENT-MOORE TOOL GROUP		69781	MICRO LOGBOOK-FLEET	499.61	
2060	06/30/00	122.63	782 BOWTD PETTY CASH - FINANCE		69852	JUN PETTY CASH-IN	122.63	
2061	06/30/00	230.80	854 AMERICAN SEATING COMPANY		69785	REV VEH PARTS	230.80	
2062	06/30/00	922.50	900 STATE OF CALIFORNIA-DEPT OF		69781	FEE REC WASTE TAPTR	922.50	
2063	06/30/00	20.00	901 SECRETARY OF STATE		69780	FINE-LITE FILING 635	20.00	
2064	06/30/00	41.63	932 LEASE CO., A.L. INC.		69782	SHAWN LOCK-FAC	41.63	
2065	06/30/00	50.39	973 SANTA CRUZ BOOGE		69789	REV VEH PARTS	50.39	
2066	06/30/00	227.27	930 NONASTER-DARR SUPPLY CO		69770	REPAIR & MAINT	227.27	
2067	06/30/00	40.81	5002 STICKEL, TOM		69813	LUNCH-IN RELIEF PANEL	40.81	

7-2.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR PACIFIC WESTERN BANK

DATE: 06/01/00 THRU 06/30/00

CHECK #	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR NAME	VENDOR TYPE	TRANS NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
068	06/30/00	27.20	E025	CRUTCH, SHELTON		69864	MEAL - BEIU MOU	27.20	
045	06/30/00	12.91	E076	HANSEN, MARK		69771	EMERGENCY MEAL - OT	12.91	
070	06/30/00	66.00	E076	JENSEN, MERAL		69865	DMV RENEWAL- FLEET	66.00	
071	06/30/00	30.55	E106	LONGWECKER, LLOYD		69772	MILLAGE - 1/2 HR	30.55	
072	06/30/00	109.85	E323	SALE, TERRY		69866	TRUCKS V6.5-MIS	109.85	
073	06/30/00	707.98	E365	POLANCO, ANDRES		69773	COBRA DENTAL PMNTS	707.98	
074	06/30/00	44.00	E465	MILLER, MARY		69774	DMV/VTI FEES - OPS	44.00	
075	06/30/00	129.51	E501	BAHR, BRYANT		69867	SACRAMENTO-LUNCH	129.51	
076	06/30/00	17.08	E521	HERNANDEZ, JAIME		69868	OVERTIME MEAL-MOU	17.08	
077	06/30/00	37.00	R325	DIXON, VERNON		69775	SETTLEMENT - CLAIM	37.00	
		1,683,769.89		PACIFIC WESTERN BANK			TOTAL CHECKS	362	1,683,769.89

7-2.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

OPERATIONS DIVISION - PASSENGER LIFT USAGE REPORT

APRIL 2000

<u>ACCESSIBLE ROUTES:</u>	<u>CURRENT MO.</u>	<u>LAST MO.</u>
ROUTE #1/7 UCSC/BEACH	___97___	- 3 4 -
ROUTE #1/3B/4/7 - UCSC/MISSION/HARVEY WEST/ BEACH - WEEKENDS	___10___	___11___
ROUTE #8/1 EMELINE/UCSC - WEEKDAYS	___20___	___22___
ROUTE 12A/12B/UCSC/EASTSIDE "DIRECT" - WEEKDAYS	___13___	___5___
ROUTE #30/31/6/36 SCOTTS VALLEY/SEABRIGHT - WEEKDAYS	___70___	___69___
ROUTE #30/6/2/3A/4/6 WESTERN/MISSION ST/HARVEY WEST/SEABRIGHT - WEEKENDS	___15___	___6___
ROUTE #33/34 FELTON/LOMPICO/ZAYANTE - WEEKDAYS	___1___	___0___
ROUTE #35/35A/36 SANTA CRUZ/BOULDER CREEK	___98___	___83___
ROUTE #40/41 DAVENPORT/BONNY WON - WEEKDAYS	___3 -	- 0 -
ROUTE #40/41/42 DAVENPORT/BONNY DOON - WEEKENDS	___2___	- 1 -
ROUTE #51/52/60/63/81/42 CAPITOLA/SOQUEL/ DOMINICAN - WEEKDAYS	___177___	___199___
ROUTE #54/59/60 LA SELVA/CAPITOLA/SOQUEL - WEEKENDS	___9___	- 2 -
ROUTE #2/3A/3B/4/7/65/66/67 MISSION/WESTERN/ HARVEY WEST/BEACH/LIVE OAK - WEEKDAYS	___378___	___362___
ROUTE #65/66/67 LIVE OAK - WEEKENDS	___75___	. - - 4 3 -
ROUTE #1/3N/54/69/69N/69W UCSC/APTOS/CABRILLO - WEEKDAYS	___329___	___346___
ROUTE #69A/69W SANTA CRUZ/WATSONVILLE - WEEKENDS	___55___	___42___
ROUTE #70/81/36 CABRILLO/SANTA CRUZ/CAPITOLA MALL/ WATSONVILLE - WEEKDAYS	___52___	___61___
ROUTE #71 SANTA CRUZ/WATSONVILLE	___342___	___315___
ROUTE #72/73/75/78/79 WATSONVILLE/LOCAL	___198___	___161___

1-3.1

ROUTE #91/81 COMMUTER EXPRESS/CAPITOLA MALL/
WATSONVILLE - WEEKDAYS

_____42_____57_____

TOTAL LIFT PASSENGERS

1986 1819

NO. OF MECHANICAL FAILURES OF LIFTS IN-SERVICE

_____0_____0_____

TOTAL NO. OF HOURS DROPPED DUE TO LIFT FAILURE

____0:00_____0:00____

NO. OF PASSENGERS PASSED UP DUE TO NON-FUNCTIONING
LIFT ON ACCESSIBLE ROUTES

_____0_____0_____

NO. OF TIMES DISTRICT BACK-UP LIFT VAN UTILIZED

_____0_____0_____

REVISED 03/16/00

BUS OPERATOR LIFT TEST *PULL-OUT* (ACCESSIBLE FLEET ONLY)

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
FLXIBLE	7	1	6	3	3	3	100%
FLYER	63	12	51	46	5	46	100%
Gillig	19	4	15	8	7	8	100%
GMC	8	3	5	3	2	3	100%
CHAMPION	4	0	4	2	2	2	100%

BUS OPERATOR LIFT TEST *PULL-IN* (ACCESSIBLE FLEET ONLY)

VEHICLE CATEGORY	TOTAL BUSES	AVG# DEAD OPERATING	AVG# AVAIL. FOR SERVICE	AVG# IN SERVICE	AVG# SPARE BUSES	AVG# LIFTS PULL IN	% LIFTS WORKING OUT - BUSES
FLXIBLE		n/a	n/a	1	n/a	1	0%
FLYER		n/a	n/a	42	n/a	42	100%
GILLIG	19	n/a	n/a	5	n/a	5	0%
GMC		n/a	n/a	2	n/a	2	0%
CHAMP	4	n/a	n/a	1	n/a	1	100%

BIKE AND RIDE REPORT

	THIS MONTH	LAST MONTH
TOTAL BICYCLES CARRIED	_____17198_____	_____16361_____
*TOTAL BICYCLES CARRIED INSIDE OF BUS	_____0_____	_____0_____

THIS TOTAL, IS INCLUDED IN THE TOTAL BICYCLES CARRIED ABOVE.

1-3-2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

LIFT REPORT
(Passenger Lift Problems)

MONTH OF APRIL 2000

DATE	DAY	BUS #	REASON
04/04/00	TUESDAY	8051G	PROBLEMS WITH KNEEL
04/05/00	WEDNESDAY	8063G	_IFT DOESN'T LOWER
04/05/00	WEDNESDAY	8112C	PASSENGER LIFT NOT WORKING
04/07/00	FRIDAY	8083F	NO W/C LIFT
04/07/00	FRIDAY	8086F	_IFT BROKEN
04/08/00	SATURDAY	8058G	W/C LIFT IS BROKEN
04/12/00	WEDNESDAY	868GR	<NEEL DOESN'T RELEASE QUICKLY-HESITATES & STOPS
04/13/00	THURSDAY	8080F	<NEELING IS SLOW TO RELEASE
04/17/00	MONDAY	80546	WHEELCHAIR DOESN'T STOW PROPERLY
04/18/00	TUESDAY	80586	DOOR GOT STUCK ON LIFT GOING OUT
04/20/00	THURSDAY	8094F	30-I-TOM STEP SEEMS TO BE LOOSE
04/20/00	THURSDAY	80556	_IFT DOESN'T STOW ALL THE WAY IN
04/23/00	SUNDAY	8097F	_IFT INOPERATIVE P/GARAGE
04/24/00	MONDAY	80556	_IFT WON'T STOW ON IT'S OWN /BARRIER PROBLEM
04/24/00	MONDAY	80526	_IFT WON'T GO ALL THE WAY TO TOP
04/27/00	THURSDAY	8050G	NO LIFT
04/27/00	THURSDAY	8076F	PROBLEM WITH LIFT
04/27/00	THURSDAY	878GR	_IFT KEEPS DRIFTING OUT
04/28/00	FRIDAY	80546	3ARRIERS WON'T GO DOWN, SLOW TO STOW
04/30/00	SUNDAY	8076F	_IFT GOT STUCK AT MALL, BAD POSITION

F New Flyer
 G Gillig
 GR Grumman
 C Champion
 LF Low Floor Flyer
 GM GMC

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

GOVERNMENT TORT CLAIM

*Santa Cruz Metropolitan
Transit District*

RECOMMENDED ACTION



TO: Board of Directors

FROM: District Counsel

RE: Claim of Kyle Dixon
Claim Number: 00-0017

Received: 06/19/00
Date of Incident: 04/24/00

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

- X 1. Deny the claim.
- 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. Approve the claim in the amount of \$ and reject it as to the balance, if any.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: July 3, 2000

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 July 21, 2000.

Dale Carr
Recording Secretary

Date

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Company Representative's Name/Claimant's Name: Kyle Z. DIXON

Claimant's Address/Post Office Box: 4435 MANZANITA AVE.
BEN LOMOND, CA 95005

Claimant's Phone Number: MY 831.234.0664 NIGHT 831.466.9367

2. Address to which notices are to be sent: 4435 MANZANITA AVE
BEN LOMOND, CA 95005

3. Occurrence: _____

Date: _____ Time: 2:55pm Place: Hwy 9 and S.L.V.H.S.

*
BUS STOP
VIOLATE

(BUS STOP)
[Handwritten diagram of a bus stop]

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as
i s known: I WAS DRIVING SOUTH ON HWY 9 APPROX 25 M.P.H.
WHEN BUS # _____ CROSSED THE DASHED YELLOW LINE IN
FRONT OF ME TO TURN INTO THE SCHOOL. WHEN I SAW
HIM START TO TURN I HIT MY BRAKES AND WE HIT AT LOW
SPEED. DAMAGE IS TO FRONT RIGHT FENDER, HOOD + BUMPER.

5. Name or names of public employees or employees causing injury, damage, or loss, if
know-l: _____

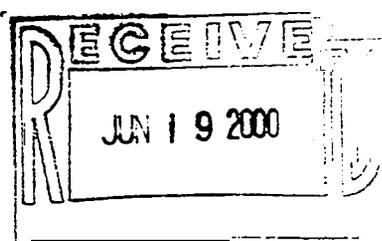
6. Amount claimed now \$ 2,500.00
Estimated amount of future loss, if known \$ 2,500.00+
TOTAL \$ 2,500.00+

7. Basis of above computations: I WENT OUT AND GOT 3 ESTIMATES.
THE LOWEST ONE I GOT WAS 2500.00+

[Signature]
PARENT'S/CLAIMANT'S SIGNATURE or
COMPANY REPRESENTATIVE'S SIGNATURE

14 June 2000
DATE

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



19 2000

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Application to file Claim of: Norman C. Gardner
Received: 07/10/00 Date of Incident: 05/23/00 CLAIM NO. 00-019

In regard to the above-referenced Application To File a Late Claim and the Claim, this is to recommend that the Board of Directors take the following action:

- 1. Deny the claim.
- 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. Approve the claim in the amount of \$___ and reject it as to the balance, if any.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: July 14, 2000

I, Dale Carr, do hereby attest that the above Application To File 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 July 21, 2000.

Dale Carr
Recording Secretary

Date

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 Company Representative's Name/Claimant's Name: Norman C. Gardner

Claimant's Address/Post Office Box: 325-1 Mt. Hermon Rd
Scotts Valley, Ca 95066

Claimant's Phone Number: 924 422-3599

2 Address to which notices are to be sent: same

3 Occurrence: Told to get off bus by Bus Driver

Then Muzelt Rebel
Date: 5-22-00 Time: _____ Place: To get off bus
at JWC Co. - corner of 4th and
Franklin. Walked to 112 Felton St
was then Muzelt Rebel

4 General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Muzelt Rebel 40th person property
1,224,73 Emergency Care
20,000 punitive Subferic
20,000 punitive damage

5 Name or names of public employees or employees causing injury, damage, or loss, if known: Encinal 25 Jansen #184
Ed. May

6 Amount claimed now \$ 41,224.73
Estimated amount of future loss, if known \$ 50,000
TOTAL \$ _____

7 Basis of above computations: Emergency Care
Estimate

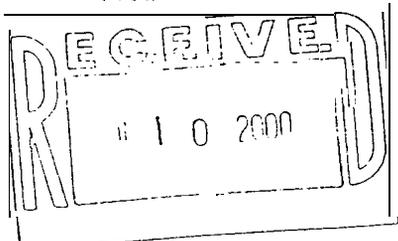
Norman C. Gardner

PARENT'S/CLAIMANT'S SIGNATURE or
COMPANY REPRESENTATIVE'S SIGNATURE

7-11-00

DATE

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



1.4.4

Santa Cruz Metropolitan
Transit District

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION



TO: Board of Directors

FROM: District Counsel

RE: Application to file a Late Claim & Claim of: Ramon Martinez
Received: 06/01/00 Date of Incident: 06/05/99 Occ. Report: SC 06-99-06

In regard to the above-referenced Application To File a Late Claim and the Claim, this is to recommend that the Board of Directors take the following action:

- 1. Deny the claim.
- 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. Approve the claim in the amount of \$_____ and reject it as to the balance, if any.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: July 7, 2000

I, Dale Carr, do hereby attest that the above Application To File a Late Claim and 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 July 14, 2000.

Dale Carr
Recording Secretary

Date

BACHAN, SKILLICORN, MARINOVICH & BALIAN
ATTORNEYS AT LAW

18 ALEXANDER STREET
WATSONVILLE CALIFORNIA 95076-4607

MAILING ADDRESS

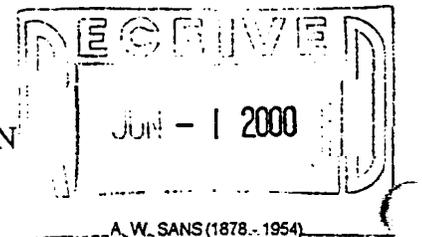
P. O. Box 309
WATSONVILLE, CALIFORNIA 95077-0309

P. W. BACHAN
T. H. SKILLICORN
M. A. BALIAN
KEVIN S. GIBERSON

TEL (831) 722-3861

FAX (831) 722.0347

E-MAIL: BachanLaw@aol.com



A. W. SANS (1878.- 1954)
R. H. HUDSON (1885-1961)
JOHN L. McCARTHY (1903.1973)

W. F. MARINOVICH (RETIRED 1995)

OF COUNSEL

WYCKOFF & ALLEN

RICHARD H. ALLEN

May 31, 2000

Attn: Legal Department
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: Claimant: **Ramon** Martinez
DOI: June 5, 1999
Driver: James Teresi

To Whom It May Concern:

We represent **Ramon** Martinez and request leave to **file** a late claim under the provisions of Government Code section 9 11.4. The reason for the request is due to mistake and excusable neglect with the calendaring of this matter, which was discovered today. At the time of the public entity filing period, our law firm was in the process of updating all of our computers and changing **from** DOS based programs to Wmdows based programs. During this time we were also changing our calendaring system and program. Due to the voluminous number of files and related dates being transferred between computers, programs, and operating systems, we subsequently found a few dates that either did not transfer or were transferred incorrectly. In this case, the one-year statute of limitations was correctly transferred, but the six-month statute for a public entity claim was not. We believe that all other dates have now been transferred or updated, and thus do not anticipate any such problems in the **future**.

Regarding this matter, it does not appear there would be any prejudice to the Metro District. The District was at all times aware of this accident and all persons involved, made contact on several occasions with Mr. Martinez following the accident, investigated the accident, and in fact may have had other claims already filed regarding this incident. Mr. Martinez has required some physical therapy and films for mostly neck and upper back complaints. Mr. Martinez is just entering the point in time where it appears some resolution of this matter could be discussed, and thus at no earlier point in time would he have been in a position to discuss a resolution with the Metro District. Assuming the late **claim** is permitted, not requiring additional motions to the court, we are more than willing to provide Mr. Martinez's medical records and attempt an informal resolution of this matter, saving all parties time and money.

7-4.4

The claim requirements pursuant to Government Code section 910 are as follows:

(a) Claimant: **Ramon** Martinez

40 Elieen Street

Watsonville, CA 95076

(b) All notices/correspondence to be sent to:

Kevin S. **Giberson**

Bachan, Skillicorn, Marinovich & Balian

18 Alexander Street

Watsonville, CA 95076

(c) Date of occurrence: June 5, 1999.

Place of occurrence: Main Street in Watsonville, CA

Bus driver James Teresi struck the left rear portion of Mr. Martinez's vehicle while it was stopped

(d) Mr. Martinez has received mostly physical therapy and consultation, with a few **films** for his injuries to the neck and upper back. The amount of his medical billings are unknown at this point in time, but do appear to be very reasonable.

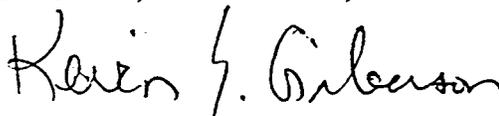
(e) James Teresi was the driver of the bus at the time of the accident.

(f) This matter would likely be filed in superior court as are most personal **injury** claims. However, depending upon the amount of the medical biigs once **known** and reviewed, this could be a matter for limited jurisdiction. However, our preference once again would be to resolve this matter in its entirety without litigation, and we believe that can be accomplished before service of a complaint would be necessary.

Based upon our review of the case law, it would appear this matter is appropriate for leave to **file** a late claim based upon the mistake and excusable neglect stated above. We look forward to your response and working with you on this case and in the **future**.

Very truly yours

BACHAN, SKILLICORN, MARINOVICH & BALIAN



Kevin S. Giberson

hand delivered by KSG 6/1/00

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 Thursday June 15, 2000 at the **Louden** Nelson Community Center, 301 Center Street, Santa Cruz CA.

MASTF MEMBERS PRESENT: Sharon **Barbour**, Michael **Bradshaw**, Scott Bugental, Ted Chatterton, Martha **Chesson**, Connie Day, Shelly Day, Michael Edwards, Glen Eldred, Kasandra Fox, **Tessa** Greenfield, Ed Kramer, Deborah Lane, Jeff LeBlanc, Thorn **Onan**, Laura **Scribner**, Patricia Spence.

METRO STAFF PRESENT:

Bryant Baehr, Operations Department Manager
Kim Chin, Planning and Marketing Department Manager
John Daugherty, Accessible Services Coordinator
Beverly Edwards, Bus Operator
Jim Hobbs, S.E.I.U. Representative
Steve Paulson, U.T.U. Representative
Tom **Stickel**, Fleet Maintenance Department Manager

BOARD MEMBERS PRESENT:

None.

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

MASTF supports the recommendations **from** the selection committees for the consultants to perform paratransit recertification and audit work. MASTF commends the effort of the selection committees.

RELEVANT ATTACHMENTS: None.

“MASTF MOTIONS RELATED TO METRO MANAGEMENT

MASTF requests that Management investigate extending restroom hours at all transit centers.

I. CALL TO ORDER AND INTRODUCTIONS

Chairperson Jeff LeBlanc called the meeting to order at 2:01 p.m.

II. APPROVAL OF THE MAY 18, 2000 MASTF MINUTES

MASTF Motion: That the May 18, 2000 MASTF Minutes be approved.

M/S/PU: Barbour, M. Edwards

III. AMENDMENTS TO THE AGENDA

Pat Spence noted that she had asked for Lift Line procedures for medical emergencies to be placed on today's agenda. Mr. LeBlanc noted that the issue could be discussed under the "ADA Paratransit Report" agenda item.

Iv. ORAL COMMUNICATION AND CORRESPONDENCE

Mr. Daugherty presented three items:

- 1) He circulated copies of a new brochure used to promote Mobility Training (“Attachment A”).
- 2) He noted that the **Headways** schedule effective June 8, 2000 had changed the “ADA Paratransit Advocate” Directory listing on Pages 2 and 3 to “ADA Paratransit Liaison (to give reports on Paratransit Lift Line **service**)”. The language change was done in consultation with Thorn Onan of the Central Coast Center for Independent Living (CCCIL).
- 3) Since the Santa Cruz County Fair would occur September 12-17, MASTF might wish to announce the sign up for volunteers to work at METRO’s display next month.

Deborah Lane asked Bryant Baehr if a news item published in **Metro Santa Cruz** last week was accurate. The item noted that Metro Base might still be located on the **Westside** of Santa Cruz. Mr. Baehr responded that the METRO Board of Directors **was** prepared to discuss the use of different criteria that could start a new search for a Metro Base site tomorrow. He said that he had not yet seen the news item. Ms. Lane handed a copy of the item over to Mr. Baehr.

Kasandra Fox stated that she had been asked to discuss developments about the bus transit situation at Cabrillo College with METRO General Manager Les White. She noted that the issue would be discussed during the Board meeting tomorrow and she had no report to give the MASTF group yet.

V. ONGOING BUSINESS

5.1 Demonstration of Talking Sign Mechanism

Mr. Baehr explained that the bus the group was going to check out is one of three buses now in service with Talking Signs. He noted that the buses provide audio and visual alerts to passengers. He added METRO would survey customers for feedback **after** the Talking Signs have been in service for two or three months.

The meeting was adjourned at 2:15 p.m. to allow the group to inspect the bus with the Talking Sign. Mr. **LeBlanc** reconvened the meeting at 2:52 p.m.

5.2 Paratransit Update

a) Review and Approval of Consultants Selected for Recertification and Audit Work

Kim Chin thanked the MASTF group for its input during the selection process for consultants to assist METRO with the upcoming paratransit audit and recertification program. He noted that recommendations from the selection committees would be on the METRO Board agenda for review and approval tomorrow. The selection committees – which included representatives from the MASTF and CCCIL – were an example of the “inclusive style” Mr. Chin noted had taken place.

The following Motion to the Board concluded discussion:

MASTF Motion: MASTF supports the recommendations from the selection committees for the consultants to perform paratransit recertification and audit work. MASTF commends the effort of the selection committees.

M/S/PU: Fox, M. Edwards

b) Call Backs

Scott Bugental reported that Lift Line had just hired a new purchasing agent and plans were proceeding to review and overhaul communication systems, including Lift Line computer, internet and phone line capabilities.

c) ADA Paratransit Report (Scott Bugental)

Mr. Bugental estimated that new terminals used to track Lift Line vehicles would be working by August. He also reported that fares charged for paratransit rides by taxi companies would be negotiated separately from the fare increases proposed by taxi companies to the Santa Cruz City Council. The separate negotiation would allow cost control for the paratransit program operated by Lift Line for METRO.

Ms. Spence noted that information printed on application for taxi scrip is misleading. The application states that there is a monthly limit on the amount of scrip that can be used for discounted taxi rides. Mr. Bugental pointed out that the scrip does not expire; it is just the dollar amount each month a person can spend that is fixed. He noted that the current application wording is unclear.

Ms. Spence also circulated and described two pages of recommendations (“Attachment B”) that could improve response time when a Lift Line passenger experiences a medical emergency. She noted that having only six ambulances stationed in the county presents the possibility that there “may not always be an ambulance at the location **when** you have an emergency.” Her recommendations include the taxi companies (Yellow and Courtesy Cab) having dedicated phone lines between them and Lift Line. Mr. LeBlanc suggested that Ms. Spence and Mr. Bugental confer after the meeting and report progress on the recommendations during future MASTF meetings.

d) Transportation Advocacy (Thorn Onan)

Mr. Onan reported that persons contacting him over the last several months have brought out the problem of late arrivals of scheduled paratransit trips. Mr. Onan noted that this problem occurred with sub contractors (taxi companies) and not Lift Line vans. He hoped that the upcoming paratransit service audit would address this problem.

Mr. Onan also reported that the installation of signs inside subcontractor vehicles (taxis) to inform passengers where they could forward reports and suggestions to appeared to be put off. Mr. Bugental noted that contracts between Lift Line and taxi companies had been extended until December 31st to allow for the audit work to be completed smoothly. Ms. Spence asked if her past letters documenting safety concerns with Lift Line and subcontractors would be reviewed. Mr. Chin responded that persons carrying out the audit would review those letters as part of their work.

5.3 Restrictions on Amtrak Service

Mr. Baehr reported that Senate Bill 2 178 – which lifts restrictions for persons with disabilities who access the Amtrak Connector bus between Santa Cruz and San Jose – was approved by a State Senate committee and now awaited action **from a** State Assembly committee. He noted that the Bill would then go to “the floor” for consideration

5.4 Supreme Court Challenges to the Americans with Disabilities Act (ADA)

Mr. **LeBlanc** reported that he had been asked by the METRO Board to **draft** a letter to request that Governor Davis withdraw his support for legal challenges to the ADA. He noted that he had shared a draft of the letter with METRO Counsel Peggy Gallagher and would present a revised letter tomorrow. He added that he was working with a letter from Ms. Fox to complete the letter authorized by MASTF last month on this issue. He noted that one of the summaries prepared for the METRO Board by Ms. Gallagher (“Attachment **C**”) on the legal issues should be circulated to MASTF membership for their review.

Michael Bradshaw shared that a **website** created by parents of children living with autism in Holister (www.teachkids.net) featured a prepared letter that could be customized and sent as e-mail to the Governor. Mr. Daugherty shared that one person on the MASTF mailing list, Tom Ferr, had suggested that background **information** on the “April 2000 Talking Points” paper attached to the May 18th MASTF Minutes be available so that people could research the issues. After contacting Mr. **Onan** and Empowerment Team Leader **Denika Dalimore** Mr. Daugherty learned that disability rights attorney Guy Wallace had written the Talking Points paper (submitted to MASTF in its entirety). Mr. Wallace, who works for the Employment Law Center (part of the Legal Aid Society of San Francisco), can be reached by phone at (4 15) 864-8848 or e-mail (gwallace@employmentlawcenter.org).

VI New Business

6.1 Restroom Hours at Transit Centers

Discussion on this topic included recollections **from** Sharon **Barbour** on how she had been inconvenienced after 9 p.m. when she had needed to use a restroom on different occasions at the Santa Cruz Metro center. She noted that restrooms at the Santa Cruz transit center were closed after 9 p.m. and that restrooms at the **Scotts** Valley transit center are closed sporadically. Jim Hobbs shared that S.E.I.U. represented employees would be supportive of the need for greater custodial presence at METRO facilities.

Discussion concluded with the following Motion:

MASTF Motion: MASTF requests that Management investigate extending restroom hours at all transit centers.

M/S/PU: Barbour, C. Day

6.2 Customer Service Report Confidentiality

Discussion included the limits of confidentiality for a customer after the customer submits a report and the concern passengers have about driver retaliation after a report is filed. Ms. Fox described a recent

bus travel experience that had prompted her to submit a critical report of a driver's attitude and performance. Ms. Fox later learned that her critical report was among several others led to that driver being released by METRO.

6.3 No Smoking at Bus Stops and Shelters

Mr. LeBlanc noted that the installation of new bus stop shelters helps reintroduce the need to have No Smoking signs present at shelters and transit centers. He **also** noted that a recent ordinance passed by the Santa Cruz City Council prohibiting persons **from smoking** while waiting in lines may apply to bus stops. He added that the topic warrants further discussion at future MASTF meetings.

6.4 Project Idea Forms

Mr. LeBlanc reported that MASTF had been sent an announcement and sample Project Idea Form ("Attachment D"). The Form was a means for the Santa Cruz County Regional Transportation Commission (SCCRTC) to collect suggestions for projects that can improve transportation in Santa Cruz County. He noted that the Forms -which can be completed at the SCCRTC website (www.sccrtc.org) or requested by mail or phone – are due by July 14, 2000.

The following Motion to MASTF Membership ended discussion:

MASTF Motion: MASTF authorizes the Chairperson to complete a Project Idea Form on behalf of MASTF that requests more funding for Talking Signs.

M/S/PU: Barbour, Kramer

Mr. LeBlanc **encouraged** MASTF members to fill out Forms to seek funding for more Talking Signs or to support other needed projects.

MASTF COMMITTEE REPORTS

6.5 Training and Procedures Committee Report

Tabled due to time constraints.

6.6 Bus Service Committee Report (Sharon Barbour)

a) Metro Users Group (MUG)

Tabled due to time constraints.

b) Bus Evaluation Study Report

Tabled due to time constraints.

6.7 Bus Stop Improvement Committee Report

Ms. Spence reported that a bus stop near the Crestview Shopping Center in Watsonville needed improvement so that there was a standing spot or other place off the sidewalk to wait for buses.

Mr. **LeBlanc** praised the work of Bus Stop Advisory Committee members who had created the first useful action plan for bus stop improvement that he has seen. He noted that he wanted to circulate the plan during the meeting next month.

OTHER COMMITTEE REPORTS

6.8 U.T.U. Report (Steve Paulson)

Tabled due to time constraints.

6.9 S.E.I.U. Report (Jim Hobbs)

Tabled due to time constraints.

6.10 Commission on Disabilities Report (Jeff LeBlanc)

Tabled due to time constraints.

6.11 Elderly and Disabled Transportation Advisory Committee Report

Tabled due to time constraints.

6.12 Board Working Group Session & Board Meeting Reports (Jeff LeBlanc)

Tabled due to time constraints.

6.13 Next Month's Agenda Items

Noted during the meeting: Lift Line procedures for medical emergencies, County Fair volunteer sign up, No Smoking at bus stops and shelters, update on status of **Metro** Base.

VII Adjournment

The meeting was adjourned at 4:09 p.m.

NOTE: NEXT MAST MEETING IS: Thursday July 20, 2000 from 2:00-4:00 p.m., at the Loudon Nelson Community Center, 301 Center Street, Santa Cruz, CA.

NOTE: NEXT S.C.M.T.D. SPECIAL BOARD MEETING/WORKSHOP IS: Friday July 14, 2000 at 8:30 a.m. at the S.C.M.T.D. Administrative Offices, 370 Encinal Street in Santa Cruz, CA.

NOTE: NEXT S.C.M.T.D. BOARD OF DIRECTORS MEETING IS: Friday July 21, 2000 at 9:00 a.m. at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Santa Cruz Metropolitan Transit District

Minutes-Metro Users Group

June 14, 2000

The Santa Cruz Metropolitan Transit District Metro Users Group met at 2:25 p.m. on Wednesday, June 14, 2000, at the District's Encinal Conference Room, 370 Encinal Street, Suite 100, Santa Cruz.

MEMBERS PRESENT

Bruce Gabriel, Chair
Sharon Barbour
G. Ted Chatterton
Michelle Hinkle
Will Hogan
Jeff LeBlanc
Frank Lynch
Carolyn O'Donnell
Cam Pierce

VISITORS PRESENT

Barbie Schaller

SCMTD STAFF PRESENT

Kim Chin, Planning & Marketing Manager
Tom Stickel, Fleet Maintenance Manager

MUG RESOLUTIONS TO METRO BOARD OF DIRECTORS

- 1) MUG recommends to the Board of Directors their support for approval, the firm of Multi-systems, Inc., for the Comprehensive Operational and Financial Audit.
 - 2) MUG recommends that the Board of Directors approve the application of Barbara Schaller to the Metro Users Group.
-

MUG RESOLUTIONS TO METRO MANAGEMENT

1. **CALL TO ORDER AND INTRODUCTION**
2. **ADDITIONS AND DELETIONS TO THE AGENDA**

The following item was added: Yield to Bus. This will be discussed as Item 6d.

3. ORAL AND WRITTEN COMMUNICATIONS AND ANNOUNCEMENTS

None.

4. CONSENT AGENDA

ACTION: MOTION: Will Hogan SECOND: Sharon Barbour

Approve the following items accepted by the Committee:

- a) Receive and Accept May Meeting Minutes
- b) Monthly Attendance Report
- c) Review of Minutes of Board of Directors Meeting
- d) Review of Board Meeting Agenda Items:
 1. Quarterly Performance Report
 2. Quarterly Ridership Report

The committee voted unanimously.

5. ON-GOING ITEMS

ITEMS 5f AND 5g WERE MOVED OUT OF ORDER

f) Paratransit

Kim Chin reported that Paratransit Interviews were held for the Comprehensive Operational and Financial Audit of the Paratransit Program on Friday, June 2, 2000. The selection committee consisted of representatives of MUG, MASTF, CCCIL, E&D TAC, SCCRTC, District staff and members of the Board of Directors to evaluate the proposals. Four firms submitted proposals. The selection committee's recommendation of Multi-systems, Inc. has been presented to and approved by MASTF. The recommendation will go to the Board this Friday for approval and Multi-systems will conduct the audit between July and October and present a final report to the Board in November.

There was also discussion on the recertification on how to determine who is eligible for ADA recertification, will they start with new applicants and/or will they re-certify current applicants to see if they still meet criteria for ADA paratransit.

Mark Dorfman stated that he attended the City Council meeting regarding raising taxi fares. He stated that regular taxi rates would increase by about 12%, but that fares as it relates to paratransit rides will not increase.

The selection committee felt that Multi-systems was the most qualified and that they have provided this kind of work all over the country.

MUG recommends to the Board of Directors their support for approval, the firm of Multi-systems, Inc., for the Comprehensive Operational and Financial Audit.

ACTION: MOTION: Jeff LeBlanc SECOND: Ted Chatterton

The committee voted unanimously.

g) Bus Stop Signs

Kim Chin reported that staff members received a request to add bilingual information at the current bus stop signs. Mr. Chin stated that putting both English and Spanish information on the bus stop sign would make it difficult to read for the rider trying to get somewhere. There was discussion of having two bus stop signs. He stated that the Bus Stop Advisory Committee will be looking at their Bus Stop Program on improving bus stops.

Chairperson Gabriel stated that there is graffiti consistently on the bus stops and need to find a way to solve this problem.

a) Review of Headways Redesign Issues

Kim Chin thanked Jeff LeBlanc for his efforts on working on the graphic design of Headways. He also stated that RFPs for graphic design and print coordination services went out and a pre-proposal meeting was held with six firms submitting proposals. The selection committee selected a firm from San Carlos, CA and will go to the Board for approval on Friday. The selection committee was very impressed with samples of work presented that they have done with other transit agencies in the past, such as graphic design and print coordination, computer-generated camera ready art for bilingual information. Mr. Chin also stated that Headways will have a heavier card stock look on the cover, titles are going to be different colors to make Headways stand out more.

b) Service and Planning Update

Kim Chin stated that with the new graphic design consultants on-board, they will be working on the Headways which will be out this Fall. He thanked all the members for their input to make Headways more user friendly.

c) Marketing

Kim Chin reported that District staff will be working the TMA, SCCRTC, and Dennis Norton, Capitola Councilmember on a proposal called "One in Five Program". This proposal will help people out of their cars one day out of the week.

Ted Chatterton asked how successful is the bus advertising.

Kim Chin reported that the bus advertising generates \$128,000 a year.

d) COF - MetroBase

Kim Chin reported that at Friday's Board meeting, Board members will be considering two alternative sites in the Harvey West Park area. One alternative site is where the Administrative offices are located and the surrounding properties and the second alternative site is on DuBois Street where the Fleet Maintenance Department and the surrounding properties. The District still needs about 20 acres to build MetroBase. Mr. Chin also indicated that a public hearing meeting would be held some time in July so that members of the public can address their concerns that live and/or work in the Harvey West area. He mentioned that approximately 200 people attended the public hearing on the Westside in March and he felt that there will be less people attending the public hearing in July from the Harvey West area.

Jeff LeBlanc asked if the public hearing will be announced in the newspapers.

Kim Chin stated that the public hearing will be announced in the newspapers, on-board the buses and flyers, posters, etc.

e) Cabrillo College

Chairperson Gabriel introduced Frank Lynch of Cabrillo College as the representative for MUG.

Kim Chin stated that District staff is working with Cabrillo College on two issues, the Bus Pass Program and Ridership. In the past, students were required to purchase a bus pass or parking pass. That is no longer required and ridership has decreased. Students are using their cars instead of riding the bus. Cabrillo College also has a parking shortage while construction is on-going and neighbors around the college are complaining of students parking in their neighborhood.

Carolyn O'Donnell stated that maybe Cabrillo can market the Bus Pass Program through their Registration Catalog and have a table out on Registration Day. It was also noted that a lot students register by phone or by mail. Ms. O'Donnell also asked about the construction at Cabrillo.

Frank Lynch stated that the construction of the garages will be finished at the end of the summer. He mentioned that the construction workers are also working weekends to complete this project. He also indicated that construction is also on-going at the Watsonville Cabrillo College facility. He stated that he will report back to the committee with an update on the bus pass program issue next month.

6. UPDATES

- a) New Service**
- **AMTRAK**
 - **Late Night 7N**

Kim Chin reported that the Service Review Committee will be looking at improving the Route 69's. There was also a request to reinstate the Route 68 and will be discussed at Service Review in the Fall.

Michelle Hinkle asked why the Route 69's do not stop at the bus stop in front of Target in Watsonville.

Kim Chin stated that he talk with David Konno on this bus stop.

- b) ADA Recertification**

This item was discussed under item 5f.

- c) Courtesy Stop Policy**

Kim Chin stated that there is nothing new to report at this time.

- d) Yield-to-Bus**

Tom Stickel reported that AC Transit is the procuring agenda for the Yield-to-Bus signs. The District Buyer attended a meeting at AC Transit and that AC Transit is still in the testing phase of the project to determine which sign works before recommending a purchase. The District will attempt to buy the signs themselves if they do not get a response back from AC Transit.

Sharon Barbour asked is there will be advertising announcing these signs before they are put on the buses.

Kim Chin stated that advertising will be done in the newspapers, through electronic broadcasting, radio, television and other agencies.

7. NEW BUSINESS

Chairperson Gabriel stated that Ms. Barbara Schaller of the Seniors Commission is interested in becoming a MUG member.

Barbara Schaller stated that she is on the Seniors Commission for two years and would like to find ways to help seniors and the disabled to use transit service.

MUG recommends that the Board of Directors approve the application of Barbara Schaller to the Metro Users Group.

ACTION: MOTION: Sharon Barbour SECOND: Michelle Hinkle

The committee voted unanimously.

8. OPEN DISCUSSION

9. ADJOURNMENT

The meeting adjourned at 3:53 p.m.

Respectfully submitted,

DEBBIE GUERRERO
Administrative Secretary

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Elisabeth Ross, Manager of Finance

SUBJECT: MONTHLY BUDGET STATUS REPORT FOR MAY 2000, APPROVAL OF BUDGET TRANSFERS AND DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$300,000 FOR LIABILITY INSURANCE RESERVES, \$300,000 FOR WORKERS' COMPENSATION RESERVES, \$300,000 FOR BUS STOP IMPROVEMENT RESERVES AND THE REMAINDER FOR CAPITAL RESERVES IN THE ESTIMATED AMOUNT OF \$1,850,000

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of June 1-30, 2000; designate reserves from sales tax revenue for liability insurance in the amount of \$300,000, for workers' compensation expense in the amount of \$300,000, and for bus stop improvements in the amount of \$300,000; and designate the remainder of available sales tax revenue for allocation to capital reserves.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$24,712,239 or \$784,958 over the amount of revenue expected to be received during the first eleven months of the fiscal year.
- Total operating expenses for the year to date, including pass through grant programs, in the amount of \$21,637,204, are at 81.5% of the budget, with 91.7% of the year elapsed. Day to day operating expenses total \$21,163,193 or 82.8% of the budget.
- A total of \$1,961,354 has been expended through May 31, 2000, for the FY 99-00 Capital Improvement Program.
- With eleven months of the fiscal year elapsed, it is apparent that expenses will total less than the amount budgeted for the fiscal year, resulting in sales tax funds being available at year end for allocation to reserves. Further, sales tax revenue will exceed budgeted projections. Staff's preliminary projection is that approximately \$2.7 million of additional one-time funds will be available at year end.
- Since liability insurance costs and workers' compensation costs are projected to be under budget for the year, it is recommended that the projected savings be allocated to reserves for those purposes, as the Board directed last fiscal year. Staff further recommends that \$200,000, in addition to the \$100,000 savings, be allocated to the

liability insurance reserves and that a bus stop improvement reserve be established in the amount of \$300,000.

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 99-00 budget as of May 31, 2000. The fiscal year is 91.7% elapsed.

A. Operating Revenues.

Revenues are \$784,958 over the amount expected to be received for the period, based on the revised budget adopted by the Board in February. Sales tax revenue is \$671,402 ahead of budget projections. For the entire year, sales tax will exceed the revised budget amount by approximately \$700,000. Variances are explained in the notes following the report.

B. Operating Expenses.

Day to day operating expenses for the year to date (excluding grant-funded programs, capital transfers and pass-through programs) total \$21,163,193 or 82.8% of the budget, with 91.7% of the year elapsed. If the paratransit program expenses were up to date, operating expenses would be at 83.4% of the revised budget. Expenses are below budget primarily because of long-term personnel vacancies in Fleet Maintenance and deferral of professional services such as the Food & Nutrition Services audit. Variances are explained in the notes following the report.

C. Capital Improvement Program.

For the year to date, a total of \$1,961,354 has been expended on the Capital Improvement Program. Of that total, \$1,025,086 has been spent on the bus rehabilitation project. A total of \$610,052 has been received to date in Federal and State capital grant funds. Only 14% of budgeted capital purchases for the year have been completed.

D. Allocation to Reserves.

For the past two years, the Board of Directors has designated excess sales tax revenue at year end for reserves for liability insurance and workers' compensation programs in addition to capital reserves. This year, staff is also recommending allocation of funds to reserves for bus stop improvements.

Since the fiscal year is not yet completed and financial information is not yet available for the last month of the fiscal year, carryover projections are still speculative. However, it appears that operating revenue will exceed the budgeted amount by approximately \$850,000, mostly due to high sales tax receipts. In several areas, operating expenses will not approach the budgeted level, including salary expense (\$250,000 under budget), fringe benefits (\$484,000 under budget), workers' compensation expense (\$300,000 under budget), professional/administrative services (\$340,000 under budget) and casualty and liability expense (\$100,000 under budget). These

savings are all of a one-time nature, primarily due to personnel vacancies and delays in hiring consultants for projects which have been deferred to next year's budget.

Staff proposes that of the \$2,750,000 projected excess sales tax funds available, \$300,000 be allocated to the workers' compensation reserve for future claims since the District is self-insured and \$300,000 be allocated to the liability insurance reserve for future settlement costs and deductible payments, since the District has a \$100,000 deductible for liability insurance. Staff further recommends that \$300,000 be allocated to a new bus stop improvement reserve. This will leave an estimated \$1,850,000 in one-time monies for allocation to capital reserves. The District is fortunate to have the excess sales tax funds at this time, since it is facing significant costs in the near future for its diesel engines to meet air quality standards, an unbudgeted expense. It is likely that a significant portion of the current fleet will need complete repowering to meet these standards. Additional funding may also be required for the Metrobase project.

IV. FINANCIAL CONSIDERATIONS

Approval of the budget transfers will increase some line item expenses and decrease others. Overall, the changes are expense-neutral. Designation of reserves will assist the District in meeting its future needs in settlement costs, insurance deductibles, workers' compensation claims, bus stop improvements and capital project expenses.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for May, and Budget Transfers

MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - MAY 2000

Operating Revenue	FY 99-00 Budgeted for Month	FY 99-00 Actual for Month	FY 99-00 Budgeted YTD	FY 98-99 Actual YTD	FY 99-00 Actual YTD	YTD Variance from Budgeted	
Passenger Fares	\$ 257,761	\$ 285,457	\$ 2,769,912	\$ 2,673,558	\$ 2,823,139	\$ 53,227	See Note 1
Paratransit Fares	\$ 16,667	\$ 17,254	\$ 166,667	\$ 121,328	\$ 168,870	\$ 2,203	See Note 1
Special Transit Fares	\$ 172,336	\$ 159,304	\$ 1,538,509	\$ 1,488,724	\$ 1,534,537	\$ (3,972)	See Note 1
Purch Transp Rev/Hwy 17	\$ 68,639	\$ 65,249	\$ 736,841	\$ 638,565	\$ 691,954	\$ (44,887)	See Note 1
Advertising Income	\$ 12,000	\$ 12,000	\$ 120,000	\$ 91,667	\$ 120,000	\$ -	
Other Aux Transp Rev	\$ 958	\$ 1,304	\$ 8,250	\$ 10,280	\$ 10,901	\$ 2,651	
Rent Income	\$ 9,729	\$ 11,562	\$ 88,619	\$ 113,601	\$ 100,203	\$ 11,584	
Interest - General Func	\$ 55,036	\$ 87,664	\$ 717,344	\$ 595,113	\$ 745,712	\$ 28,368	See Note 2
Non-Transportation Rev	\$ 200	\$ 272	\$ 43,665	\$ 18,578	\$ 47,147	\$ 3,482	
Sales Tax Income	\$ 1,080,400	\$ 1,194,900	\$ 12,488,086	\$ 11,734,782	\$ 13,159,488	\$ 671,402	See Note 3
TDA Funds	\$ 1,168,516	\$ 1,168,515	\$ 4,674,062	\$ 3,341,346	\$ 4,674,062	\$ -	
MBUAPCD Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Local Funding - TDA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Transit Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Guideway Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other State Funding	\$ -	\$ 63,993	\$ -	\$ -	\$ 63,993	\$ 63,993	See Note 4
FTA Op Asst - Sec 5303	\$ -	\$ -	\$ 30,015	\$ -	\$ 30,015	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ -	\$ 505,614	\$ -	\$ 505,614	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 39,697	\$ -	\$ 36,604	\$ (3,093)	
Other Federal Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 2,842,241	\$ 3,067,474	\$ 23,927,281	\$ 20,827,542	\$ 24,712,239	\$ 784,958	

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - MAY 2000**

	FY 99-00 Final Budget	FY 99-00 Revised Budget	FY 98-99 Expended YTD	FY 99-00 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 561,863	\$ 544,477	\$ 511,283	\$ 376,765	69.2%	
Finance	\$ 519,039	\$ 521,653	\$ 343,992	\$ 361,398	69.3%	
Planning & Marketing	\$ 783,679	\$ 767,137	\$ 584,076	\$ 625,350	81.5%	
Human Resources	\$ 369,946	\$ 360,981	\$ 306,572	\$ 316,613	87.7%	
IT	\$ 214,991	\$ 212,004	\$ 164,870	\$ 190,469	89.8%	
District Counsel	\$ 289,116	\$ 252,296	\$ 190,351	\$ 155,953	61.8%	
Facilities Maintenance	\$ 900,719	\$ 896,951	\$ 628,989	\$ 721,727	80.5%	
Operations	\$ 1,520,903	\$ 1,666,585	\$ 1,266,835	\$ 1,369,840	82.2%	
Bus Operators	\$ 8,723,228	\$ 9,262,180	\$ 7,397,744	\$ 8,248,896	89.1%	
Fleet Maintenance	\$ 2,850,147	\$ 2,865,267	\$ 2,240,517	\$ 2,354,033	82.2%	
Retired Employees Benefits	\$ 296,711	\$ 299,839	\$ 319,918	\$ 234,967	78.4%	
Total Personnel	\$ 17,030,342	\$ 17,649,370	\$ 13,955,147	\$ 14,956,011	84.7%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 507,498	\$ 538,256	\$ 280,238	\$ 445,833	82.8%	
Finance	\$ 432,310	\$ 414,826	\$ 284,912	\$ 285,380	68.8%	
Planning & Marketing	\$ 200,458	\$ 221,458	\$ 138,469	\$ 155,158	70.1%	
Human Resources	\$ 84,265	\$ 103,796	\$ 56,612	\$ 85,851	82.7%	
IT	\$ 94,510	\$ 146,010	\$ 77,683	\$ 99,570	68.2%	
District Counsel	\$ 131,605	\$ 182,605	\$ 68,571	\$ 121,829	66.7%	
Facilities Maintenance	\$ 189,287	\$ 226,584	\$ 292,568	\$ 188,378	83.1%	
Wats TC Operation	\$ 76,013	\$ 74,313	\$ 67,848	\$ 62,514	84.1%	
Santa Cruz Metro Center	\$ 205,488	\$ 213,458	\$ 152,465	\$ 204,200	95.7%	See Note 5
Scotts Valley TC	\$ 116,493	\$ 104,847	\$ 57,634	\$ 87,600	83.6%	
Paratransit Program	\$ 2,231,632	\$ 2,445,530	\$ 1,497,913	\$ 1,887,506	77.2%	See Note 6
Operations	\$ 1,321,600	\$ 653,440	\$ 982,311	\$ 601,984	92.1%	See Note 7
Bus Operators	\$ 2,250	\$ 2,762	\$ 1,985	\$ 2,762	100.0%	See Note 8
Fleet Maintenance	\$ 2,215,809	\$ 2,419,381	\$ 1,645,817	\$ 1,988,266	82.2%	
Op Prog/SCCIC	\$ 21,100	\$ 21,100	\$ 35,594	\$ 80	0.4%	
Reserve for Service Additions	\$ 150,000	\$ 150,000	\$ -	\$ -	0.0%	
Pre-Paid Expense Adjustment	\$ -	\$ -	\$ (8,908)	\$ (9,729)		See Note 9
Total Non-Personnel	\$ 7,980,318	\$ 7,918,360	\$ 5,631,712	\$ 6,207,182	78.4%	
Subtotal Operating Expense	\$ 25,010,660	\$ 25,567,730	\$ 19,586,859	\$ 21,163,193	82.8%	
Grant Funded Studies/Programs	\$ 106,340	\$ 97,500	\$ -	\$ 43,703	44.8%	
Transfer to/from Cap Program	\$ 300,000	\$ 432,770	\$ 11,431	\$ 430,308	99.4%	See Note 10
Retirement to Reserves	\$ -	\$ -	\$ -	\$ -		
Pass Through Programs	\$ 450,000	\$ 450,000	\$ 13,873	\$ -	0.0%	
Total Operating Expense	\$ 25,867,000	\$ 26,548,000	\$ 19,612,164	\$ 21,637,204	81.5%	
YTD Operating Revenue Over YTD Expense				\$ 3,075,035		

CONSOLIDATED OPERATING EXPENSE

MAY 2000

	FY 99-00 Final Budget	FY 99-00 Revised Budget	FY 98-99 Expended YTD	FY 99-00 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 4,670,670	\$ 4,791,437	\$ 3,804,428	\$ 4,470,038	93.3%	See Note 11
Operators Overtime	\$ 469,521	\$ 669,521	\$ 563,587	\$ 712,683	106.4%	See Note 12
Other Salaries & Wages	\$ 4,949,627	\$ 4,753,820	\$ 3,695,363	\$ 3,939,911	82.9%	
Other Overtime	\$ 109,600	\$ 276,979	\$ 171,965	\$ 267,989	96.8%	See Note 13
	\$ 10,199,418	\$ 10,491,757	\$ 8,235,343	\$ 9,390,621	89.5%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 83,925	\$ 90,570	\$ 63,994	\$ 79,536	87.8%	
PERS Retirement	\$ 765,023	\$ 785,219	\$ 872,211	\$ 633,983	80.7%	
Medical Insurance	\$ 1,639,232	\$ 1,733,662	\$ 1,443,745	\$ 1,354,222	78.1%	
Dental Plan	\$ 387,494	\$ 428,907	\$ 291,345	\$ 354,326	82.6%	
Vision Insurance	\$ 101,322	\$ 106,376	\$ 83,733	\$ 91,255	85.8%	
Life Insurance	\$ 56,010	\$ 60,266	\$ 48,088	\$ 45,799	76.0%	
State Disability Ins	\$ 26,261	\$ 38,854	\$ 35,738	\$ 44,625	114.9%	See Note 14
Long Term Disability Ins	\$ 239,540	\$ 320,281	\$ 183,059	\$ 247,212	77.2%	
Unemployment Insurance	\$ 49,707	\$ 51,135	\$ 23,873	\$ 26,759	52.3%	
Workers Comp/Incurred WC	\$ 1,291,048	\$ 1,373,823	\$ 923,695	\$ 997,964	72.6%	
Absence w/Pay	\$ 2,130,594	\$ 2,130,594	\$ 1,705,198	\$ 1,671,854	78.5%	
Other Fringe Benefits	\$ 60,769	\$ 27,921	\$ 45,127	\$ 17,855	63.9%	
	\$ 6,830,924	\$ 7,147,607	\$ 5,719,806	\$ 5,565,389	77.9%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 261,550	\$ 252,844	\$ 163,104	\$ 159,749	63.2%	
Prof/Legis/Legal Services	\$ 306,448	\$ 489,346	\$ 146,537	\$ 181,453	37.1%	
Temporary Help	\$ 42,862	\$ 159,955	\$ 113,777	\$ 131,453	82.2%	
Uniforms & Laundry	\$ 46,652	\$ 42,424	\$ 30,715	\$ 35,549	83.8%	
Security Services	\$ 274,244	\$ 267,744	\$ 175,546	\$ 255,040	95.3%	See Note 15
Outside Repair - Bldgs/Eqmt	\$ 146,157	\$ 142,467	\$ 101,252	\$ 107,199	75.2%	
Outside Repair - Vehicles	\$ 243,762	\$ 225,511	\$ 171,362	\$ 176,805	78.4%	
Waste Disp/Ads/Other	\$ 150,609	\$ 144,470	\$ 106,126	\$ 120,686	83.5%	
	\$ 1,472,284	\$ 1,724,761	\$ 1,008,419	\$ 1,167,934	67.7%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ 400	\$ 400	\$ 1,501	\$ -	0.0%	
Paratransit Service	\$ 2,230,032	\$ 2,293,930	\$ 1,496,812	\$ 1,887,506	82.3%	See Note 6
Hwy 17 Service	\$ 1,100,000	\$ 412,827	\$ 828,389	\$ 412,827	109.0%	See Note 16
	\$ 3,330,432	\$ 2,707,157	\$ 2,326,702	\$ 2,300,333	85.0%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 835,509	\$ 921,059	\$ 479,694	\$ 835,002	90.7%	
Tires & Tubes	\$ 130,000	\$ 145,642	\$ 81,936	\$ 140,168	96.2%	See Note 17
Body/Upholstery Supplies	\$ 7,500	\$ 4,650	\$ 8,819	\$ 2,403	51.7%	
Revenue Vehicle Parts	\$ 533,885	\$ 600,718	\$ 446,992	\$ 506,315	84.3%	
Inventory Adjustment	\$ -	\$ -	\$ 48,938	\$ (93,614)		See Note 18
	\$ 1,506,894	\$ 1,672,069	\$ 1,066,379	\$ 1,390,274	83.1%	

**CONSOLIDATED OPERATING EXPENSE
MAY2000**

	FY 99-00 Final Budget	FY 99-00 Revised Budget	FY 98-99 Expended YTD	FY 99-00 Expended YTD	% Exp YTD of Budget
OTHER MATERIALS					
Postage & Mailing/Freight	\$ 16,267	\$ 18,252	\$ 14,160	\$ 14,066	77.1%
Printing	\$ 94,880	\$ 93,041	\$ 71,040	\$ 66,074	71.0%
Office/Computer Supplies	\$ 56,009	\$ 65,060	\$ 70,781	\$ 59,999	92.2% See Note 19
Safety Supplies	\$ 14,462	\$ 16,703	\$ 15,359	\$ 15,048	90.1%
Cleaning Supplies	\$ 58,166	\$ 75,673	\$ 49,990	\$ 57,977	76.6%
Repair & Maint Supplies	\$ 58,896	\$ 67,296	\$ 41,909	\$ 69,480	103.2% See Note 20
Parts, Non-Inventory	\$ 50,000	\$ 52,500	\$ 65,026	\$ 47,827	91.1%
Tools/Tool Allowance	\$ 20,324	\$ 20,624	\$ 15,062	\$ 16,438	79.7%
Photos/Mktg/Other Supplies	\$ 17,447	\$ 16,637	\$ 10,741	\$ 6,110	36.7%
	\$ 386,451	\$ 425,786	\$ 354,068	\$ 353,019	82.9%
UTILITIES					
	\$ 244,245	\$ 291,824	\$ 234,820	\$ 236,966	81.9%
CASUALTY & LIABILITY					
Insurance - Prop/PL & PD	\$ 137,000	\$ 138,835	\$ 101,742	\$ 110,436	79.5%
Settlement Costs	\$ 100,000	\$ 100,000	\$ 48,013	\$ 43,583	43.6%
Repairs to Prop	\$ 11,750	\$ 11,500	\$ (30,705)	\$ (28,607)	See Note 21
Prof/Other Services	\$ 10,500	\$ 46,500	\$ 8,227	\$ 35,138	75.6%
	\$ 259,250	\$ 296,835	\$ 127,277	\$ 160,549	54.1%
TAXES					
	\$ 36,601	\$ 36,651	\$ 32,539	\$ 32,884	89.7%
MISC EXPENSES					
Dues & Subscriptions	\$ 44,389	\$ 42,369	\$ 33,001	\$ 34,604	81.7%
Media Advertising	\$ 46,200	\$ 46,200	\$ 9,512	\$ 16,783	36.3%
Employee Incentive Program	\$ 12,000	\$ 12,000	\$ 8,636	\$ 11,383	94.9% See Note 22
Training	\$ 43,500	\$ 25,400	\$ 22,484	\$ 23,266	91.6%
Travel & Local Meetings	\$ 57,825	\$ 64,328	\$ 45,851	\$ 54,430	84.6%
Other Misc Expenses	\$ 13,400	\$ 12,050	\$ 9,481	\$ 10,751	89.2%
	\$ 217,314	\$ 202,347	\$ 128,965	\$ 151,216	74.7%
OTHER EXPENSES					
Interest Expense	\$ -	\$ -	\$ -	\$ -	0.0%
Leases & Rentals	\$ 483,187	\$ 519,320	\$ 352,542	\$ 455,710	87.8%
Service Reserve	\$ 150,000	\$ 150,000	\$ -	\$ -	0.0%
Transfer to Capital	\$ 300,000	\$ 431,886	\$ 11,431	\$ 430,308	99.6% See Note 10
Pass Through Programs	\$ 450,000	\$ 450,000	\$ 13,873	\$ -	0.0%
	\$ 1,383,187	\$ 1,551,206	\$ 377,846	\$ 886,018	57.1%
Total Operating Expense	\$ 25,867,000	\$ 26,548,000	\$ 19,612,164	\$ 21,637,204	81.5%

**MONTHLY REVENUE AND EXPENSE REPORT
FY 99-00 CAPITAL IMPROVEMENT PROGRAM**

	Revised Program: Budget	Expended in May	YTD Expended
CAPITAL PROJECTS			
Consolidated Operating Facility	\$ 6,690,000	\$ 33,977	\$ 291,457
Urban Bus Replacement (CO)	\$ 220,771		\$ 15,048
Urban Bus Replacement (IO)	\$ 3,290,694		\$
Highway 17 Buses	\$ 55,600		\$ 93,110
ADA Paratransit Vehicles (7)	\$ 300,000		\$
Bus Rehabilitation Project (10)	\$ 1,340,453	\$ 378,855	\$ 1,025,086
Yield Signs for Buses	\$ 33,000		\$
Bus Stop Improvement Program	\$ 193,400	\$ 111,073	\$ 118,822
Farebox Replacement	\$ 1,000,000		\$
MIS Computer System (CO)	\$ 410,000	\$ 5,821	\$ 136,125
Talking Bus - TDA	\$ 8,000		\$ 7,519
Benches with Bike Rack - UCSC	\$ 16,000		\$ 8,429
Benches with Bike Rack - MBUAPCD	\$ 15,000		\$
Radio Replacement	\$ 87,000		\$ 71,085
SVTC Construction (CO)	\$ 28,000		\$ 675
Metro Center Repairs (CO)	\$ 32,900		\$ 12,769
Facilities Repairs & Improvements	\$ 22,475		\$ 3,587
Facilities Repairs & Imp (CO)	\$ 63,840		\$ 48,597
Machinery/Equipment Repair/Impr	\$ 71,250		\$ 25,702
Non-Rev Vehicle Replacement (3)	\$ 85,000		\$
Non-Rev Vehicle Repl - Bi-fuel (5)	\$ 155,000		\$ 99,473
Off ice Equipment	\$ 9,000		\$ 3,871
Total Capital Program Expense	\$ 14,127,383	\$ 529,727	\$ 1,961,354
	Revised Budget	Received in May	YTD Received
CAPITAL FUNDING SOURCES			
Federal Capital Grants	\$ 9,889,469	\$ 553,530	\$ 568,440
State Capital Grants	\$ 350,000	\$ -	\$ 41,612
STA Funding	\$ 781,410	\$ -	\$ 390,705
Local Capital Grants	\$ 99,000	\$ -	\$ 6,000
Transfer from Operating Budget	\$ 434,492	\$ -	\$ 434,492
Interest Income	\$ 75,000	\$ -	\$ 75,000
District Reserves	\$ 2,498,012	\$ -	\$ 445,105
Total Capital Funding	\$ 14,127,383	\$ 553,530	\$ 1,961,354

**MONTHLY REVENUE AND EXPENSE REPORT
FY 99-00 CAPITAL IMPROVEMENT PROGRAM**

	Revised Program; Budget	Expended in May	YTD Expended
CAPITAL PROJECTS			
Consolidated Operating Facility	\$ 6,690,000	\$ 33,977	\$ 291,457
Urban Bus Replacement (CO)	\$ 220,771		\$ 15,048
Urban Bus Replacement (10)	\$ 3,290,694		\$ -
Highway 17 Buses	\$ 55,600		\$ 93,110
ADA Paratransit Vehicles (7)	\$ 300,000		\$ -
Bus Rehabilitation Project (10)	\$ 1,340,453	\$ 378,855	\$ 1,025,086
Yield Signs for Buses	\$ 33,000		\$ -
BUS Stop Improvement Program	\$ 193,400	\$ 111,073	\$ 118,822
Farebox Replacement	\$ 1,000,000		\$ -
MIS Computer System (CO)	\$ 410,000	\$ 5,821	\$ 136,125
Talking Bus - TDA	\$ 8,000		\$ 7,519
Benches with Bike Rack - UCSC	\$ 16,000		\$ 8,429
Benches with Bike Rack - MBUAPCD	\$ 15,000		\$ -
Radio Replacement	\$ 87,000		\$ 71,085
SVTC Construction (CO)	\$ 28,000		\$ 675
Metra Center Repairs (CO)	\$ 32,500		\$ 12,139
Facilities Repairs & Improvements	\$ 22,475		\$ 3,587
Facilities Repairs & Imp (CO)	\$ 63,840		\$ 48,597
Machinery/Equipment Repair/Impr	\$ 71,250		\$ 25,702
Non-Rev Vehicle Replacement (3)	\$ 85,000		\$ -
Non-Rev Vehicle Repl - Bi-fuel (5)	\$ 155,000		\$ 99,473
Off ice Equipment	\$ 9,000		\$ 3,871
Total Capital Program Expense	\$ 14,127,383	\$ 529,727	\$ 1,961,354
		Received in	
	Revised Budget	May	YTD Received
CAPITAL FUNDING SOURCES			
Federal Capital Grants	\$ 9,889,469	\$ 553,530	\$ 568,440
State Capital Grants	\$ 350,000	\$ -	\$ 41,612
STA Funding	\$ 781,410	\$ -	\$ 390,705
Local Capital Grants	\$ 99,000	\$ -	\$ 6,000
Transfer from Operating Budget	\$ 434,492	\$ -	\$ 434,492
Interest Income	\$ 75,000	\$ -	\$ 75,000
District Reserves	\$ 2,498,012	\$ -	\$ 445,105
Total Capital Funding	\$ 14,127,383	\$ 553,530	\$ 1,961,354

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT

1. Passenger fares (**farebox** and pass **sales**) are \$53,227 or 1.9% over the revised budget amount for the year to date. Paratransit fares are **\$2,203** or 1.3% over the budgeted amount for the year to date. Special transit fares (contracts) are \$3,972 or 0.2% under the budgeted amount. Purchased transportation revenue/Highway 17 Express revenue is \$44,887 or 6% under the year-to-date budgeted amount. Together, all four passenger revenue accounts are over the revised budget amount for the first eleven months of the fiscal year by a net **\$6,571**.
2. Interest income is \$28,368 or 4% over the budgeted amount for the year to date, due to a higher treasury balance than projected.
3. Sales tax income is \$671,402 or 5.4% over budget for the first eleven months of the fiscal year. Sales tax receipts are up 12% over the same period one year ago, compared to a projected increase of 5.4% in the revised budget.
4. Other State funding is over budget by \$63,993 as a result of the final OES payment for the 1989 **Loma Prieta** earthquake. NO funding had **been** budgeted **from** that source in the current fiscal year.
5. Santa Cruz Metro Center expenses are at 95.7% of the budget because the June 1999 billing for security services was received late and therefore paid in the current **fiscal** year.
6. Paratransit program expense is only at 77.2% of the budget because the May billing was not submitted by Food & Nutrition by the report deadline. **If this** payment were included, the total program expense would be at approximately 83% of the budget and trip expense would be at 88%.
7. Operations non-personnel expense is at 92.1% of the budget due to the 100% expense for Highway 17 contract transportation.
8. Bus Operators non-personnel expense is at 100% of the budget due to the annual purchase of operator uniform patches.
9. Pre-paid expense adjustment provides for allocating **large** annual payments, such as casualty and liability insurance, over the entire year.
10. Transfer to the capital program is at 99.4% of the budget because the budgeted transfer was completed this month.
11. Operator wages are at 93.3% of the budget as a result of extensive miscellaneous paid absences (jury duty, industrial injury, bereavement leave, etc.) and higher point costs than projected.
12. Operator overtime is at 106.4% of the budget due to higher unscheduled overtime than projected.

13. Other overtime is at 96.8% of the budget due to high overtime in Operations as a result of Transit Supervisor absences. Total payroll for non-Operators is within budget.
14. State disability insurance is at 114.9% of the budget due to additional hiring and turnover, as well as a large increase in the taxable wage cap.
15. Security services expense is at 95.3% of the budget due to unbudgeted security services required at the Scotts Valley Transit Center and the inclusion of the June 1999 billing in the current fiscal year.
16. Highway 17 contract transportation expense is at 100% of the revised budget due to termination of the contract with Discovery Tours.
17. Tires and tubes are at 96.2% of the budget due to volume purchases.
18. Each month, the change in the Fleet Maintenance inventory value is recorded as either an expense or credit depending on whether the inventory increased or decreased.
19. Office supplies are at 92.2% of the budget due to volume purchase of supplies and equipment.
20. Repair and maintenance supplies are at 103.2% of the budget due to purchases in Facilities Maintenance.
21. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs. Collections have been applied for the year to date, but some repairs have yet to be charged to the account.
22. Employee incentive program expense is at 94.9% of the budget due to one-time expenditures.

FY 99-00 BUDGET TRANSFERS
6/1/00 - 6/30/00

ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 00-085		
TRANSFER FROM: 4100504021	Tires & Tubes	\$ (5,000)
TRANSFER TO: 4100-504011	Fuels & Lubricants	\$ 5,000
REASON:	To cover cost overruns for Fleet Maintenance Dept.	
TRANSFER # 00-086		
TRANSFER FROM: 1100-504211	Postage & Mailing	\$ (500)
TRANSFER TO: 1100-504215	Printing	\$ 500
REASON:	To cover cost overruns in Printing for printing of June Board Packet.	
TRANSFER # 00-087		
TRANSFER FROM: 1100-509125	Local Meeting Expense	\$ (315)
1 100-50421 1	Postage & Mailing	\$ (250)
		\$ (565)
TRANSFER TO: 1100-503222	Legal Ads	\$ 565
REASON:	To cover cost overruns in Legal Ads budget due to Final Budget and DBE public hearing ads.	
TRANSFER # 00-088		
TRANSFER FROM: 700-504311	Office Supplies	\$ (10)
TRANSFER TO: 700-503012	Admin/Bank Fees	\$ 10
REASON:	To cover non-funded budget account for Admin/Bank fees for the Santa Cruz Civic improvement Corporation.	
TRANSFER # 00-089		
TRANSFER FROM: 1500-505031	Telecommunications	\$ (3,200)
TRANSFER TO: 1500-503031	Professional/Technical	\$ 3,100
1500-504211	Postage & Mailing	\$ 100
		\$ 3,200
REASON:	To cover account overruns in the Professional/Technical and Postage & Mailing accounts for the IT Department.	

FY 99-00 BUDGET TRANSFERS
6/1/00 - 6/30/00

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 00-090			
TRANSFER FROM:	1700-503031	Professional/Technical	\$ (1,000)
TRANSFER TO:	1700-504311	Office Supplies	\$ 1,000
REASON:	To cover account overruns in the Legal Department.		
TRANSFER # 00-091			
TRANSFER FROM:	3200-512061	Equipment Leases	\$ (3,300)
TRANSFER TO:	320050225 1	Physical Exam Renewal	\$ 132
	3200-504311	Office Supplies	\$ 1,767
	3200-504315	Safety Supplies	\$ 26
	3300-502131	Uniform Allowance	\$ 15
	3300-502253	Driver License Renewal	848
	3300-503162	Uniforms/Laundry	\$ 512
			<u>\$ 3,300</u>
REASON:	To cover cost overruns in the Operations Department.		
TRANSFER # 00-092			
TRANSFER FROM:	4100-503162	Uniforms/Laundry	\$ (6,000)
	4100-503352	Equipment Repair - Out	\$ (10,000)
	4100-503353	Revenue Vehicle Repair - Out	\$ (15,000)
	4100-503354	Other Vehicle Repair - Out	\$ (13,000)
			<u>\$ (44,000)</u>
TRANSFER TO:	4100-504011	Fuels & Lubricants	\$ 10,000
	4100-504311	Office Supplies	\$ 500
	4100-504421	Non-Inventory Parts	\$ 2,500
	4100-504511	Small Tools	\$ 1,000
	4100-504191	Revenue Vehicle Parts	\$ 30,000
			<u>\$ 44,000</u>
REASON:	To cover cost overruns in the Fleet Maintenance Dept. for balance of fiscal year.		
TRANSFER # 00-093			
TRANSFER FROM:	4100-503354	Other Vehicle Repair - Out	\$ (2,751)
TRANSFER TO:	100001-514020	Hoists	\$ 2,751
REASON:	To cover pan of cost of hoists for Fleet Maintenance Dept.		

FY 99-00 BUDGET TRANSFERS
6/1/00 - 6/30/00

ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 00-094		
TRANSFER FROM: 1400-509121	Employee Training	\$ (1,850)
TRANSFER TO: 1400-509123	Travel	\$ 1,750
1400-504211	Postage & Mailing	\$ 100
		<u>\$ 1,850</u>
REASON:	To cover Travel and Postage account overruns for the Human Resources Department.	

TRANSFER # 00-095		
TRANSFER FROM: 2200-501021	Other Salaries	\$ (4,500)
2200-503352	Equipment Repair - Out	\$ (2,100)
2200-504213	Mktg/Graphics Supp	\$ (700)
		<u>\$ (7,300)</u>
TRANSFER TO: 2200-503041	Temporary Help	\$ 4,500
2200-504315	Safety Supplies	\$ 2,100
		<u>\$ 700</u>
2200-504415	Plumbing Supplies	\$ 7,300
REASON:	To cover cost overruns for Facilities Maint. Dept.	

TRANSFER # 00-096		
TRANSFER FROM: 2600-503161	Custodian Services	\$ (3,000)
2500-504319	Custodian Supplies	\$ (250)
		<u>\$ (3,250)</u>
TRANSFER TO: 2500-504409	Repairs/Maint. Supply	\$ 3,000
2500-504419	Landscaping Supplies	\$ 250
		<u>\$ 3,250</u>
REASON:	To cover non-funded budget accounts for sidewalk repairs - Facilities Maintenance Department.	

TRANSFER # 00-097		
TRANSFER FROM: 2600-504213	Mktg/Graphics Supp	\$ (500)
2600-503161	Custodian Services	\$ (400)
		<u>\$ (900)</u>
TRANSFER TO: 2600-503351	Building Repairs - Outside	\$ 900
REASON:	To cover non-funded budget accounts - Facilities Maintenance Department.	

FY 99-00 BUDGET TRANSFERS
6/1/00 - 6/30/00

ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 00-098		
TRANSFER FROM: 1500501021	Other Salaries & Wages	\$ (4,000)
1500509121	Employee Training	\$ (8,000)
4100501021	Other Salaries & Wages	\$ (8,000)
		<u>\$ (20,000)</u>
TRANSFER TO: 1500-503031	Prof/Technical Services	\$ 20,000
REASON:	To buy out contract with SurfSoft to hire Mike Goodall for the IT Department.	

TRANSFER # 00-099		
TRANSFER FROM: 1500-509121	Employee Training	\$ (1,500)
TRANSFER TO: 160002-503352	Emg Repair/Equip Replace	\$ 1,500
REASON:	To cover cost of T1 Router for Operations - IT Dept.	

TRANSFER # 00-I 00		
TRANSFER FROM: 2400503171	Security Service	\$ (6,500)
TRANSFER TO: 2400503161	Custodian Service	\$ 6,500
REASON:	Budget adjustment for vendor material supplies for Watsonville Transit Center.	

TRANSFER # 00-I 01		
TRANSFER FROM: 1100-501021	Salaries & Wages	\$ (459)
TRANSFER TO: 1100501023	Other Overtime	\$ 459
REASON:	To wver overtime overrun in the Administration Department.	

TRANSFER # 00-I 02		
TRANSFER FROM: 1200-504311	Office Supplies	\$ (206)
TRANSFER TO: 1200-504215	Printing	\$ 206
REASON:	To wver printing overrun in Finance.	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Elisabeth Ross, Manager of Finance
SUBJECT: AUTHORIZATION FOR DISPOSAL OF ASSETS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors declare the attached list of assets as excess and authorize disposal along with the parts inventory for the Flxible fleet.

II. SUMMARY OF ISSUES

- In accordance with the District's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- The vehicles and radios listed on Attachment A are not economically repairable and are of no useful value to the District. The parts inventory for the Flxible buses is of no use to the District once the vehicles are sold.

III. DISCUSSION

The estimated current market value of the seven Flxible buses recommended for disposal is \$500 each. The estimated current market value of the two vans is \$200 each. The radios have no resale value; many have been cannibalized for parts. The Flxible parts inventory has an estimated market value of \$25,000.

Upon the Board's declaration of the vehicles as excess, they will be offered for sale by the District's Purchasing Office, along with the parts inventory. The radios will be disposed of by the Facilities Maintenance Department at a County disposal site.

IV. FINANCIAL CONSIDERATIONS

The current net book value of the entire list of items is zero. Any proceeds from sale of the items will be recorded as income to the District.

V. ATTACHMENTS

Attachment A: List of Assets Designated for Disposal as of July 21, 2000.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Assets Designated For Disposal As Of July 21, 2000

ASSET NUMBER	DESCRIPTION	PURCHASE DATE	ACQUISITION COST	NET BOOK VALUE	MARKET VALUE	REASON FOR DISPOSAL
B0863.00A/B/C	79 Flexible Bus/VIN 90968	11/02/79	\$111,473.13	\$0.00	\$500.00	BEYOND USEFUL LIFE
B0868.00A/B/C/E	79 Flexible Bus/VIN 90973	10/24/79	\$117,280.79	so.00	\$500.00	BEYOND USEFUL LIFE
B0873.00A/B/C/D	79 Flexible Bus/VIN 91549	10/26/79	\$117,088.54	\$0.00	\$500.00	BEYOND USEFUL LIFE
B0874.00A/B/C/D	79 Flexible Bus/VIN 91550	11/05/79	\$117,088.54	\$0.00	\$500.00	BEYOND USEFUL LIFE
B0878.00A/B/C/D	79 Flexible Bus/VIN 91554	11/07/79	\$717,088.55	\$0.00	\$500.00	BEYOND USEFUL LIFE
B0880.00A/B/C/D	79 Flexible Bus/VIN 91556	11/09/79	\$117,088.54	\$0.00	\$500.00	BEYOND USEFUL LIFE
88071 .00A	79 Flexible Bus/VIN 91387	06/20/86	\$3,940.00	\$0.00	\$500.00	BEYOND USEFUL LIFE
C8030.00A	87 Chevy Van/VIN 206098	08/24/81	\$11,603.88	\$0.00	\$200.00	BEYOND USEFUL LIFE
C8031.00A	81 Chevy Van/VIN 206307	03/17/82	\$11,603.89	\$0.00	\$200.00	BEYOND USEFUL LIFE
R1250.00A	Radio Tran/Rec Unit	09/07/84	\$1,908.42	\$0.00	\$0.00	OBSOLETE
R1251.00A	Radio Tran/Rec Unit	09/07/84	\$1,908.42	\$0.00	\$0.00	OBSOLETE
R1910.00A/D	Radio Tran/Rec Unit	11/19/85	\$1,433.49	\$0.00	\$0.00	OBSOLETE
R2011.00A	Radio Tran/Rec Unit	06/30/86	\$2,455.36	\$0.00	\$0.00	OBSOLETE
R2012.00A	Radio Tran/Rec Unit	06/30/86	\$2,455.36	\$0.00	\$0.00	OBSOLETE
R2014.00A	Radio Tran/Rec Unit	06/30/86	\$2455.36	\$0.00	\$0.00	OBSOLETE
R2016.00A	Radio Tran/Rec Unit	06/30/86	\$2455.36	\$0.00	\$0.00	OBSOLETE
R2017.00A	Radio Tran/Rec Unit	06/30/86	\$2,455.36	\$0.00	\$0.00	OBSOLETE
R2688.00A	Radio Tran/Rec Unit	07/07/81	\$1,650.75	so.00	\$0.00	OBSOLETE
R2689.00A/B	Radio Tran/Rec Unit	05/01/75	\$1,454.33	\$0.00	\$0.00	OBSOLETE
R2690.00A/B	Radio Tran/Rec Unit	05/01/75	31,454.33	\$0.00	\$0.00	OBSOLETE
R2791 .00A	Radio Tran/Rec Unit	10/23/77	\$1,317.58	\$0.00	\$0.00	OBSOLETE
R2792.00A	Radio Tran/Rec Unit	03/31/79	\$1,497.39	\$0.00	\$0.00	OBSOLETE
R2793.00A	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2794.00B	Radio TraruRec Unit	02/18/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2795.00B	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2796.00B	Radio TraruRec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2797.00B	Radio TraruRec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2798.00B	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2799.00B	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2800.00B	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2801.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2802.00B	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2803.00A	Radio TraruRec Unit	08/27/75	\$1,317.50	\$0.00	\$0.00	OBSOLETE
R2804.00A	Radio Tran/Rec Unit	12/26/78	\$1,413.26	\$0.00	\$0.00	OBSOLETE
R2805.00B	Radio Tran/Rec Unit	03/02/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2806.00A	Radio Tran/Rec Unit	07/05/76	\$1,475.04	\$0.00	\$0.00	OBSOLETE
R2807.00A	Radio Tran/Rec Unit	10/31/78	\$1,406.62	\$0.00	\$0.00	OBSOLETE
R2808.00A	Radio Tran/Rec Unit	07/05/76	\$1,475.04	\$0.00	\$0.00	OBSOLETE
R2809.00A	Radio Tran/Rec Unit	10/23/77	\$1,317.58	\$0.00	\$0.00	OBSOLETE
R2810.00A	Radio Tran/Rec Unit	03/31/79	\$1,497.39	\$0.00	\$0.00	OBSOLETE
R2811.00A	Radio Tran/Rec Unit	07/05/76	\$1,475.04	\$0.00	\$0.00	OBSOLETE
R2812.00A	Radio Tran/Rec Unit	11/17/79	\$1,281.19	\$0.00	\$0.00	OBSOLETE
R2813.00A	Radio Tran/Rec Unit	10/23/77	\$1,317.58	\$0.00	\$0.00	OBSOLETE
R2814.00A	Radio Tran/Rec Unit	11/17/79	\$1,281.19	\$0.00	\$0.00	OBSOLETE
R2815.00A	Radio Tran/Rec Unit	11/17/79	\$1,281.19	\$0.00	\$0.00	OBSOLETE
R2816.00A	Radio Tran/Rec Unit	10/16/80	\$1,475.03	\$0.00	\$0.00	OBSOLETE
R2817.00A	Radio Tran/Rec Unit	10/23/77	\$1,317.58	\$0.00	\$0.00	OBSOLETE
R2818.00A	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2819.00A	Radio Tran/Rec Unit	02/01/82	\$1,650.75	\$0.00	\$0.00	OBSOLETE
R2820.00A	Radio Tran/Rec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2831.00A/B	Radio Tran/Rec Unit	05/01/75	\$1,454.33	\$0.00	\$0.00	OBSOLETE
R2839.00A/B	Radio Tran/Rec Unit	05/01/75	\$1,454.32	\$0.00	\$0.00	OBSOLETE
R2842.00A/B	Rado Tran/Rec Unit	05/01/75	\$1,454.33	\$0.00	\$0.00	OBSOLETE

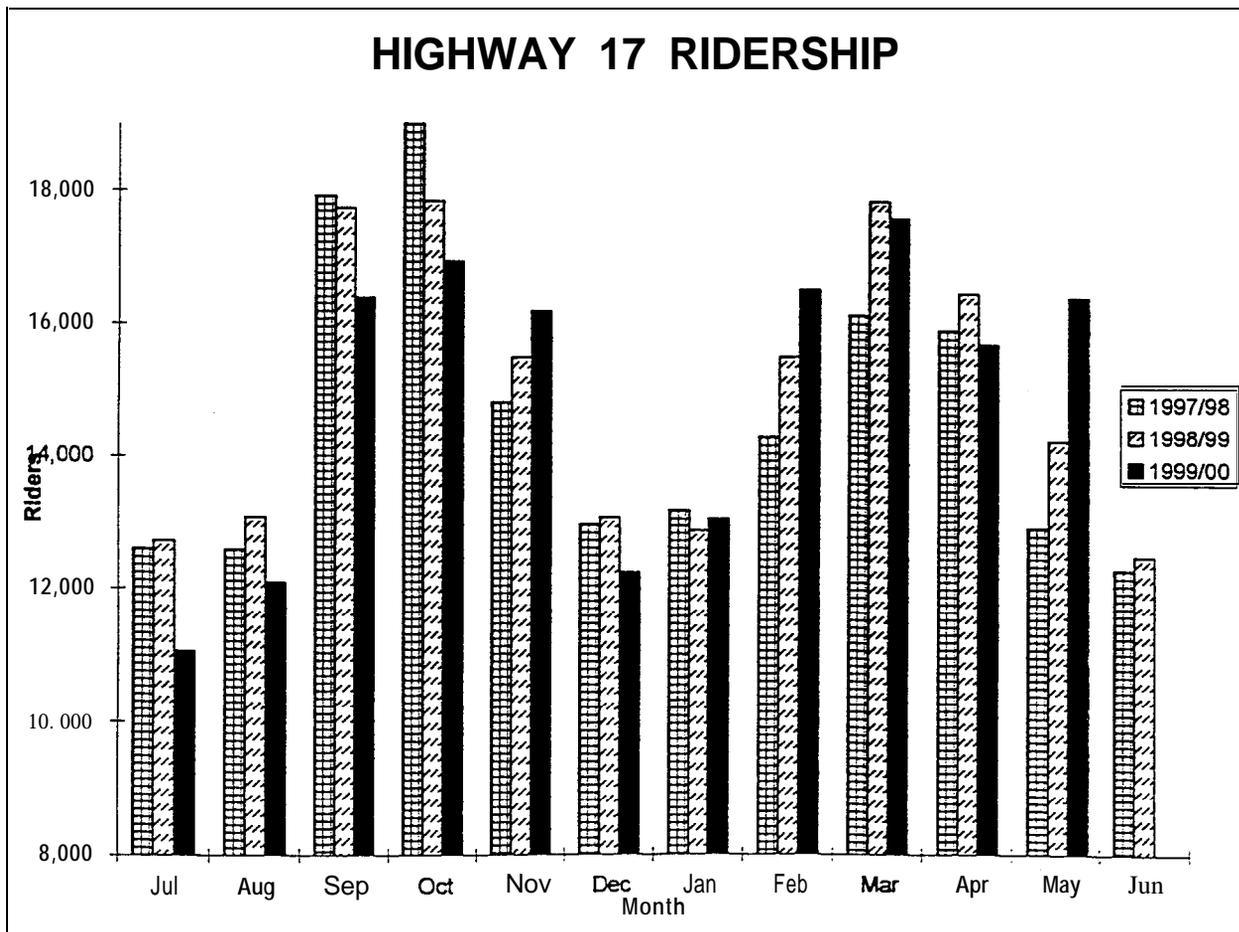
7-8.1a

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Assets Designated For Disposal As Of July 21, 2000

ASSET NUMBER	DESCRIPTION	PURCHASE DATE	ACQUISITION COST	NET BOOK VALUE	MARKET VALUE	REASON FOR DISPOSAL
R2852.00A/B	Radio Tran/Rec Unit	05/01/75	\$1,454.33	\$0.00	\$0.00	OBSOLETE
R2856.00B	Radio TraruRec Unit	02/01/75	\$1,064.95	\$0.00	\$0.00	OBSOLETE
R2860.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2863.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2864.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2866.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2867.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2874.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2875.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2876.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2879.00A/B	Radio TraruRec Unit	05/01/75	\$1,454.33	\$0.00	\$0.00	OBSOLETE
R2880.00A/B	Radio Tran/Rec Unit	05/01/75	\$1,454.33	\$0.00	\$0.00	OBSOLETE
R2882.00A	Radio Tran/Rec Unit	m l 7 9	\$1,067.54	\$0.00	\$0.00	OBSOLETE
R2892.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2893.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2894.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2896.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2897.00A/B	Radio Tran/Rec Unit	n/a	\$0.00	\$0.00	\$0.00	OBSOLETE
R2898.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2899.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2900.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2901.00B	Radio Tran/Rec Unit	07/07/81	\$1,491.54	\$0.00	\$0.00	OBSOLETE
R2902.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2903.00A/C	Radio Tran/Rec Unit	11/17/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2904.00A/C	Radio Tran/Rec Unit	12/12/94	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2905.00A/B	Radio TraruRec Unit	11/17/79	g772.73	\$0.00	\$0.00	OBSOLETE
R2906.00A/C	Radio Tran/Rec Unit	11/11/79	\$1,196.67	\$0.00	\$0.00	OBSOLETE
R2907.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2908.00A/C	Radio TraruRec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2909.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2910.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2911.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2912.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2913.00A/C	Radio Tran/Rec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2914.00A/C	Radio TraruRec Unit	02/01/82	\$1,079.00	\$0.00	\$0.00	OBSOLETE
R2915.00A	Radio Tran/Rec Unit	06/25/86	\$1,930.31	\$0.00	\$0.00	OBSOLETE
R2916.00A	Radio TraruRec Unit	05/27/88	\$1,329.26	\$0.00	\$0.00	OBSOLETE
R2917.00A	Radio Tran/Rec Unit	05/24/82	\$1,067.54	\$0.00	\$0.00	OBSOLETE
R3617.00A	Radio Tran/Rec Unit	n/a	\$0.00	\$0.00	\$0.00	OBSOLETE
TOTALS			\$834,698.65	\$0.00	\$3,900.00	

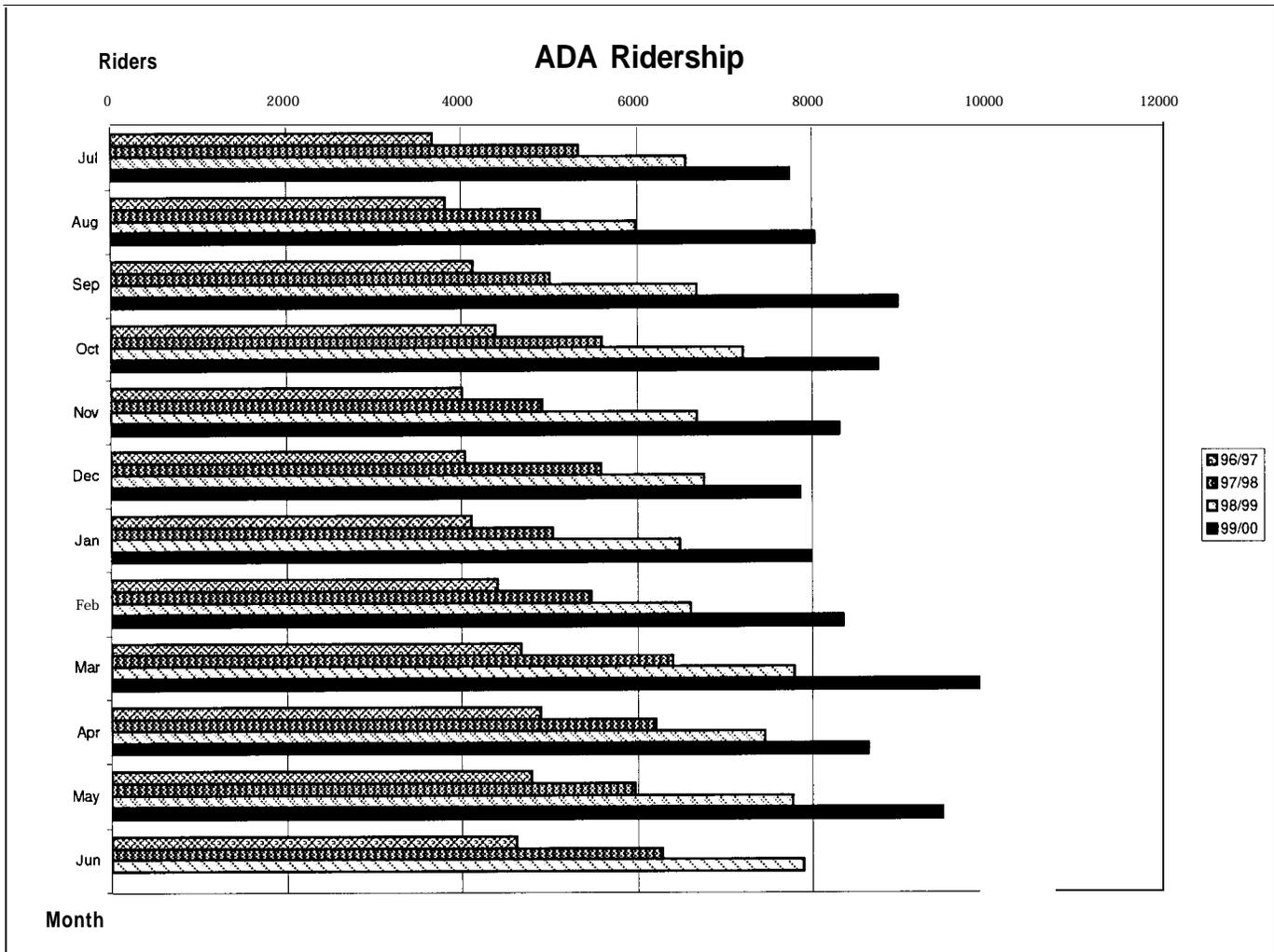
HIGHWAY 17 - MAY 2000

	MAY			YTD		
	1999/00	1998/99	%	1999/00	1998/99	%
FINANCIAL						
Cost	\$ 101,973	\$ 74,233	37.4%	\$ 1,188,721	\$ 862,441	37.8%
Farebox	\$ 35,530	\$ 34,899	1.8%	\$ 381,129	\$ 387,276	(1.6%)
Operating Deficit	\$ 63,478	\$ 35,871	77.0%	\$ 782,106	\$ 447,754	74.7%
Santa Clara Subsidy	\$ 26,754	\$ 17,936	49.2%	\$ 348,434	\$ 223,877	55.6%
METRO Subsidy	\$ 36,724	\$ 17,936	104.8%	\$ 555,193	\$ 223,877	148.0%
San Jose State Subsidy	\$ 2,966	\$ 3,462	(14.3%)	\$ 25,485	\$ 27,411	(7.0%)
STATISTICS						
Passengers	16,403	14,233	15.2%	164,145	166,872	(1.6%)
Revenue Miles	29,925	29,925	0.0%	350,123	351,619	(0.4%)
Revenue Hours	1,164	1,164	0.0%	13,616	13,675	(0.4%)
PRODUCTIVITY						
Cost/Passenger	\$ 6.22	\$ 5.22	19.2%	\$ 7.24	\$ 5.17	40.1%
Revenue/Passenger	\$ 2.17	\$ 2.45	(11.7%)	\$ 2.32	\$ 2.32	0.0%
Subsidy/Passenger	\$ 4.05	\$ 2.76	46.6%	\$ 4.92	\$ 2.85	72.8%
Passengers/Mile	0.55	0.48	15.2%	0.47	0.47	(1.2%)
Passengers/Hour	14.09	12.23	15.2%	12.05	12.20	(1.2%)
Recovery Ratio	34.8%	47.0%	(25.9%)	32.1%	44.9%	(28.6%)



**ADA Paratransit Program
Monthly Status Report**

	This May	Last May	% Change	This YTD	Last YTD	% Change
Cost	\$ 210,202	\$ 169,661	23.9%	\$2,058,567	\$ 1,633,161	26.0%
Revenue	\$18,932	\$15,528	21.9%	\$187,802	\$151,742	23.8%
Subsidy	\$191,270	\$154,133	24.1%	\$1,870,765	\$1,481,419	26.3%
Passengers	9,466	7,764	21.9%	93,901	75,871	23.8%
Cost/Ride	\$22.21	\$21.85	1.8%	\$21.92	\$ 21.53	2.0%
Subsidy/Ride	\$20.21	\$19.85	1.8%	\$19.92	\$19.53	2.0%
Operating Ratio	9.0%	9.2%	-1.6%	9.1%	9.3%	-1.8%
% Rides on Taxi	72.7%	76.9%	-5.5%	71.1%	72.5%	-2.0%
Program Registrants	7,342	5,902	24.4%	7,342	5,902	24.4%
Rides/Registrant	1.31	1.3	-2.0%	12.8	12.9	-0.5%



Handwritten notes:
 Ado
 "1" (1) 10/1

INDICATOR	99/00 3rd Qtr.	98/99 3rd Qtr.	% Change	99100 YTD	98/99 YTD	% Change
PASSENGERS						
Route	1,422,000	1,327,383	7.1%	4,286,974	4,144,919	3.4%
Contract	666,119	648,697	2.7%	1,541,016	1,531,741	0.6%
Highway 17	47,121	46,194	2.0%	132,049	136,185	-3.0%
Paratransit	26,197	20,850	25.6%	75,808	60,664	25.0%
Total	2,161,437	2,043,124	5.8%	6,035,847	5,873,509	2.8%
REVENUES						
Route	\$765,766	\$571,479	7.1%	\$2,375,098	\$2,254,225	5.4%
Contract	\$512,517	\$511,973	0.1%	\$1,203,353	\$1,154,138	4.3%
Highway 17 (with S.C.)	\$191,692	\$517,845	11.5%	\$565,128	\$519,930	8.7%
Paratransit	\$31,628	\$93,792	-20.5%	\$115,150	\$92,576	24.4%
Total	\$1,501,602	\$1,438,403	4.4%	\$4,258,728	\$4,020,870	5.9%
MILES						
Route	750,085.5	789,132.0	-4.9%	2,183,045.8	2,274,527.2	-4.0%
Highway 17	97,256.3	97,433.0	-0.2%	287,280.0	291,945.5	-1.6%
Total	847,341.8	886,565.0	-4.4%	2,470,325.8	2,566,472.7	-3.7%
HOURS						
Route	55,274.73	57,324.00	-3.6%	162,495	161,781	0.4%
Highway 17	3,782.35	3,665.97	3.2%	11,172	11,231	-0.5%
Total	59,057.08	60,989.97	-3.2%	173,667.44	173,011.55	0.4%

METRO Performance Report

INDICATOR	99/00 3rd Qtr.	98/99 3rd Qtr.	% Change	99/00 YTD	98/99 YTD	% Change
FIXED ROUTE						
cost	\$5,285,858	\$4,505,913	17.3%	\$14,778,298	\$13,264,637	11.4%
Revenue	\$1,278,282	\$1,226,767	4.2%	\$3,578,451	\$3,408,363	5.0%
Cost/Hour	595.63	\$78.60	21.7%	\$90.95	\$81.99	10.9%
Cost/Passenger	\$2.53	\$2.28	11.0%	\$2.54	92.34	8.5%
Passengers/Hour	37.78	34.47	9.6%	35.87	35.09	2.2%
Passengers/Mile	2.78	2.50	11.2%	2.67	2.50	7.0%
Average Fare	\$0.61	50.62	-1.4%	\$0.61	\$0.60	2.3%
Revenue/Hour	\$23.13	621.40	8.1%	\$22.02	\$21.07	4.5%
Subsidy/Passenger	\$1.92	31.66	15.7%	51.92	\$1.74	10.7%
Operating Ratio	24.18%	27.23%	-11.2%	24.21%	25.70%	-5.8%
HIGHWAY 17						
cost	\$0	\$276,287	-100.0%	\$506,697	\$852,760	-40.6%
Revenue (Inc Santa Clara)	\$191,692	9171,845	11.5%	\$565,128	5519,930	8.7%
Cost/Hour	\$0.00	\$75.37	-100.0%	\$45.35	\$75.93	-40.3%
Cost/Passenger	50.00	55.98	-100.0%	\$3.84	\$6.26	-38.7%
Passengers/Hour	12.46	12.60	-1.1%	11.82	12.13	-2.5%
Passengers/Mile	0.48	0.47	2.2%	0.46	0.47	-1.5%
Average Fare	52.37	\$2.41	-1.7%	\$2.52	\$2.45	3.1%
Revenue/Hour	\$50.68	\$46.88	8.1%	\$50.58	\$46.30	9.3%
Subsidy/Passenger	(\$4.07	\$2.26	-279.9%	(\$0.44	\$2.44	-118.1%
Operating Ratio	#DIV/0!	62.20%	#DIV/0!	111.53%	60.97%	82.9%
ADA PARATRANSIT						
Cost	\$354,394	5483,839	-26.8%	\$ 1,527,335	\$ 1,263,513	20.9%
Revenue	\$ 31,628	\$ 39,792	-20.5%	\$ 115,150	\$ 92,576	24.4%
Cost/Passenger	\$ 13.53	\$ 23.21	-41.7%	\$ 20.15	\$ 20.83	-3.3%
Average Fare	\$ 1.21	5 1.91	-36.7%	\$ 1.52	\$ 1.53	-0.5%
Subsidy/Passenger	\$ 12.32	\$ 21.30	-42.1%	\$ 18.63	5 19.30	-3.5%
Operating Ratio	8.92%	8.22%	8.5%	7.54%	7.33%	2.9%
SYSTEM						
Cost	\$5,640,252	\$5,266,039	7.1%	\$16,812,329	\$15,380,911	9.3%
Revenue	\$1,501,602	\$1,438,403	4.4%	\$4,258,728	\$4,020,870	5.9%
Cost/Hour	\$95.51	986.34	10.6%	\$96.81	\$88.90	8.9%
Cost/Passenger	\$2.61	52.58	1.2%	52.79	\$2.62	6.4%
Passengers/Hour	36.60	33.50	9.3%	34.76	33.95	2.4%
Passengers/Mile	2.55	2.30	10.7%	2.44	2.29	6.8%
Average Fare	\$0.69	90.70	-1.3%	\$0.71	\$0.68	3.1%
Revenue/Hour	\$25.43	523.58	7.8%	924.52	523.24	5.5%
Subsidy/Passenger	\$1.91	51.87	2.2%	52.08	\$1.93	7.5%
Operating Ratio	26.62%	27.31%	-2.5%	25.33%	26.14%	-3.1%

7-11-02

INDICATOR	99100 3rd Qtr.	98/99 3rd Qtr.	% Change	99/00 YTD	98/99 YTD	% Change
EMPLOYMENT						
Operations	193.3	174.7	10.7%	189.8	173.7	9.3%
Fleet Maintenance	47.0	43.3	8.5%	44.9	42.7	5.2%
Planning/Marketing	14.3	12.0	19.4%	12.8	12.1	5.5%
Finance	7.0	6.0	16.7%	6.8	6.7	1.7%
Human Resources	6.0	4.3	38.5%	5.9	4.8	23.3%
Facilities Maint.	16.7	13.3	25.0%	16.6	14.1	17.3%
Administration	4.7	8.0	-41.7%	4.4	8.2	-45.9%
District Counsel	1.3	3.0	-55.6%	1.7	3.0	-44.4%
MIS	3.0	2.0	50.0%	3.0	1.8	68.8%
Total	289.0	261.7	10.4%	281.1	262.2	7.2%
EQUIPMENT						
Active Buses	86	70	22.9%	78	70	11.6%
Contingency Fleet	14	14	0.0%	14	14	2.4%
Peak Bus Requirement	73	62	18.3%	67	59	14.2%
Non-Revenue Equipment	40	40	0.0%	40	40	0.0%
OPERATIONS						
Complaints	87	38	128.9%	250	211	18.5%
Compliments	12	6	100.0%	39	28	39.3%
Complaints/1,000 Rides	0.061	0.029	113.7%	0.041	0.036	15.3%
Number of Missed Trips	10	42	-76.2%	28	77	-63.6%
Dropped Miles	108	468	-76.9%	323	886	-63.5%
% Service Provided	100.0	100.0	0.0%	100.0	100.0	0.0%
Platform Hours/Pay Hours	71.57%	69.63%	2.8%	69.7%	69.40%	0.5%
Operators/Peak Bus	2.22	2.40	-7.6%	2.37	2.54	-7.0%
MAINTENANCE						
Buses/Maintenance Emp.	1.83	1.62	13.3%	1.74	1.64	6.1%
Average Miles/Bus	3,394	3,965	-14.4%	3,654	3,812	-4.2%
Miles/Road Call	16,216	27,755	-41.6%	24,112	38,064	-36.7%
Parts Inventory/Bus	9,993	12,473	-19.9%	10,802	12,477	-13.4%
Diesel Fuel Consumed	219,355	177,122	23.8%	604,698	534,103	13.2%
Gasoline Consumed	2,308	571	304.2%	4,962	1,499	231.0%
Quarts of Oil Added - Bus	6,406	3,918	63.5%	14,034	11,399	23.1%
Miles per Gallon - Diesel	3.99	4.70	-15.1%	4.23	4.49	-5.9%
Miles/Quart Oil Added	136.7	212.5	-35.7%	182.1	210.4	-13.4%

Quarterly Ridership Report
 Third Quarter 1999-00

Intra-County Service

	Jan.-March 2000	Oct.-Dec. 1999	% Change	Jan.-March 1999	% Change	FY 1999-00 To Date	FY 1998-99 To Date	% Change
Passenger Counts'								
Urban Collector	1,795,782	1,664,222	7.9%	1,719,190	4.3%	4,995,708	4,901,688	1.9%
Urban Local	250,574	232,217	7.946	217,368	13.3%	697,075	624,432	10.4%
Rural	41,763	38,703	7.946	39,522	5.4%	116,180	150,540	-29.6%
Shuttles"						19,027		
Total Passenger Counts	2,088,119	1,935,142	7.946	1,976,080	5.4%	5,827,990	5,676,660	2.6%
Contract Trips								
Cabrillo: Total	101,960	114,506	-11.0%	114,064	-12.8%	262,666	298,808	-5.7%
Cabrillo: Billed	70,658	75,763	-6.7%	78,594	-11.2%	192,649	206,222	-7.0%
UCSC: Total	546,958	476,316	14.8%	515,773	5.7%	1,204,024	1,168,277	3.0%
UCSC: Billed	449,879	386,605	16.4%	420,701	6.5%	973,678	948,913	2.5%
Contracts	17,201	15,013	14.6%	17,960	-4.4%	54,326	64,656	-19.0%
Total Contract Trips	666,119	605,835	10.036	648,697	2.6%	1,541,016	1,531,741	0.6%
Operations Information								
Service Miles	750,085.53	683,027.00	9.8%	789,132.00	-5.2%	2,183,046	2,274,527.22	-4.2%
Service Hours	55,274.73	51,483.00	7.446	57,324.00	-3.7%	162,495	161,780.88	0.4%
Passengers per Mile	2.78	2.83	-1.7%	2.50	10.2%	2.67	2.50	6.4%
Passengers per Hour	37.78	37.59	0.5%	34.47	8.8%	35.87	35.09	2.2%

Quarterly ridership is estimated by dividing passenger revenue by the average fare per passenger.
 Average fare was derived in 1993 using FTA-prescribed methodology.
 "The category "shuttles" includes the Santa Cruz Beach Shuttle, which resumed operation in the summer of 1999.

Highway 17 Express

	Jan.-March 2000	Oct.-Dec. 1999	% Change	Jan.-March 1999	% Change	FY 1999-00 To Date	FY 1998-99 To Date	% Change
Passenger Trips	47,121	45,358	3.9%	46,194	2.096	132,049	136,185	-3.1%
Service Miles	109,737.96	104,227.38	5.3%	97,432.98	11.296	310,916	293,977.13	5.4%
Service Hours	4,035.84	3,719.34	8.5%	3,022.14	25.1%	10,764	9,121.81	15.3%
Passengers per Mile	0.43	0.44	-1.396	0.47	-9.5%	0.42	0.46	-8.3%
Passengers per Hour	11.68	12.20	-4.346	15.29	-31.046	12.27	14.93	-21.7%

7.12.1

SANTA'CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Bryant J. Baehr, Manager of Operations

SUBJECT: REPORT ON THE INCREASE IN COSTS FOR THE 2000 BEACH SHUTTLE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- . The Board of Directors asked why the costs for operating the Beach Shuttle increased 23% from 1999 to 2000.
- Prior to 1999 the Beach shuttle was last operated in 1995.
- The Beach Shuttle costs for 1999 were an estimate based on prior experience.
- . Traffic congestion created delays in 1999 that affected on-time performance.
- Changes were made to improve on-time performance that increased costs.

III. DISCUSSION

The Board of Directors requested clarification concerning the increase in cost of the Beach Shuttle from 1999 to 2000 and revised costing numbers covering the same time period.

1999 Beach Shuttle cost assumptions:

- . Thirty-five (35) days of Operation
- Two (2) buses programmed for service
- Sixteen (16) hours per day
- Hourly cost at 50.00 per hour
- **Total Cost: \$28,000**

1999 Beach Shuttle Actual Operating Cost:

- Thirty-five (35) days of operation
- Three (3) bus programmed for service
- Nineteen (19) hours per day
- Hourly cost at 50.00 per hour
- **Actual Cost: 33,250**

7-13.1

Additional 1999 costs

To prevent customer inconvenience due to the buses inability to quickly navigate through traffic, point operators were used up to four (4) hours per service day to maintain on-time performance.

Additional Costs for 2000

- Increased Fuel Cost
- Additional Hours of service and one (1) additional bus – Traffic Congestion Management
- . Increased employee costs
- Anticipated Cost \$36,000

III. FINANCIAL CONSIDERATIONS

Currently there is a \$4224.00 operating deficit. Staff is looking at alternative funding sources.

IV. ATTACHMENTS

Attachment A: NONE

SANTA 'CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Bryant J. Baehr, Manager of Operations



SUBJECT: REPORT ON REAR WINDOW VISIBILITY

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- The Transit District owns 26 high floor New Flyer buses that have a see-through glass rear window.
- Bus operators are trained to use every tool provided to increase their safety awareness. Having the ability to use the rear window when operating in the San Lorenzo Valley is a useful tool.
- Contra-vision advertising on the high floor New Flyer buses prevents the bus operator from using the rear window to increase their safety awareness.
- As of July 3, 2000 OBIE media is using a new style contra-vision material that provides for increased rear window visibility.

III. DISCUSSION

Currently the Transit District owns 26 High Floor Flyer buses with see-through glass rear windows. Typically, bus operators do not use rear the window for visibility. Most transit coaches do not have a rear window. Bus operators are trained to use the rearview mirrors attached on the left and right sides of the bus.

When a rear window is available, bus operators are trained to use whatever tool is provided to increase their safety awareness. In the San Lorenzo Valley several bus stops are located at angles that place the bus partially at the stop and partially in the road. Having a see-through rear glass window gives the operator extra visual ability.

If the rear windows are covered with an advertisement, even if it is see-through contra-vision, bus operators do not have the ability to see through it due to the distance from the operator's seat to the window and the dark color.

7-14.1

As of July 3, 2000, OBIE Media is using a new type of see-through rear window material that improves rear window visibility. This new material eliminates the need to remove the back advertisement for safety concerns.

III. FINANCIAL CONSIDERATIONS

None

IV. ATTACHMENTS

Attachment A: NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDER ADOPTING THE SCMTD DISADVANTAGED BUSINESS ENTERPRISE PROGRAM UPDATE AND SUBMITTING THE DBE PROGRAM UPDATE TO THE FTA FOR APPROVAL.

I. RECOMMENDED ACTION

Adopt the SCMTD DBE Program update and authorize submission to the Federal Transit Administration for final approval.

II. SUMMARY OF ISSUES

- In 1999, the Department of Transportation required Transit Agencies to update their DBE Programs to comply with new regulations adopted by the U.S. Congress.
- On June 16, 2000, the Board held a public hearing on the proposed *DBE Program Update*. No comments were received. The District received no written comments on the *Update* during the public comment period ended July 15, 2000.
- The attached *DBE Program Update* complies with the new regulations. The Board of Directors must adopt the *DBE Program Update* before submitting it to the Federal Transit Administration for final approval.

III. DISCUSSION

In 1983, the United States Congress enacted the first Disadvantaged Business Enterprise statute to end discrimination in the award of federally funded procurements. As required by the Department of Transportation, the Santa Cruz Metropolitan Transit District implemented a plan and annually established a goal for DBE participation. The District's intent is to attain the same rate of participation by small, minority and women- owned business in federally funded contracts which could be expected in the absence of discrimination.

In 1999, the U.S. Congress adopted new legislation governing DBE programs in response to a Supreme Court opinion which stated that affirmative action programs must be narrowly tailored to serve a compelling government interest. The Department of Transportation required all transit agencies to update their DBE Programs to comply with the new legislation. The *DBE Program Update* attached to this report addresses the legislative requirements of 49 CFR 26 (Code of Federal Regulations, Chapter 49, Section 26).

The District held a public hearing on June 16, 2000 and invited public comments during a 45 days review period which ended July 15, 2000. No comments were received. Upon adoption by the SCMTD Board of Directors, the final *DBE Program Update* (attached) will be submitted to the Federal Transit Administration for approval. Upon submission to the FTA, the District will be in compliance with the requirements of 49 CFR part 26.

IV. FINANCIAL CONSIDERATIONS

None. The *SCMTD DBE Program Update* has no direct financial impact; however, contracts funded with FTA assistance will be monitored for DBE goal achievement and DBE participation will be reported quarterly to the FTA.

V. ATTACHMENTS

Attachment A: *Santa Cruz Metropolitan Transit District Disadvantaged Business Enterprise Program Update 49 CFR Part 26*

**Santa Cruz Metropolitan Transit District
Disadvantaged Business Enterprise
Program Update 49 CFR 26**

July 2000

7-15. 1a

Contents

I. POLICY	7
A. APPLICABILITY	2
B. PROGRAM OBJECTIVES	2
C. PROHIBITED DISCRIMINATION	2
II. DEFINITIONS OF TERMS	3
III. RESPONSIBILITY FOR DBE PROGRAM IMPLEMENTATION	4
A. SCM-I-DB BOARD OF DIRECTORS	4
B. GENERAL MANAGER	4
C. DBE LIAISON OFFICER	4
D. RECONSIDERATION OFFICIAL	5
IV. ADMINISTRATIVE REQUIREMENTS	5
A. DBE FINANCIAL INSTITUTIONS	5
B. DBE VENDOR DIRECTORY	5
C. BIDDERS LIST	6
D. OVERCONCENTRATION	6
E. BUSINESS DEVELOPMENT PROGRAMS	6
V. DETERMINING AND ACHIEVING THE ANNUAL DBE GOAL	7
A. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ANNUAL DBE PROGRAM GOAL	7
B. TRANSIT VEHICLE MANUFACTURER CERTIFICATION	7
C. QUOTAS	7
D. GOOD FAITH EFFORTS	7
E. DEMONSTRATION OF GOOD FAITH EFFORTS	7
F. GOOD FAITH EFFORTS WHEN A DBE IS REPLACED ON A CONTRACT	8
G. COUNTING AND TRACKING DBE PARTICIPATION	8
VI. CONTRACT PROVISIONS	9
A. FEDERAL FINANCIAL ASSISTANCE AGREEMENT ASSURANCE	9
B. CONTRACT ASSURANCE	9
C. PROMPT PAYMENT	10
D. MONITORING AND ENFORCEMENT	10
E. ADMINISTRATIVE RECONSIDERATION	10
VII. CERTIFICATION STANDARDS	11
V I CERTIFICATION PROCESS	11
A. UNIFIED CERTIFICATION PROGRAM	11
B. CERTIFICATION APPEALS	11
C. RECERTIFICATION PROCEDURES	12
D. CERTIFICATION AFFIDAVITS AND NOTICES OF CHANGE	12
IX. INFORMATION COLLECTION AND REPORTING	13
A. MONITORING PAYMENTS TO DBES	13
B. REPORTING TO DOT	13
C. CONFIDENTIALITY	13
X. EXHIBITS	14
A. 49CFR PART 26	14
B. SCMTD DBE PROGRAM ORGANIZATION CHART	14
C. DBE FINANCIAL INSTITUTION LIST	14
D. PUBLIC OUTREACH DOCUMENTATION	14

7-15.2a

**Santa Cruz Metropolitan Transit District
Disadvantaged Business Enterprise
Program Update 49 CFR 26
(DBE Program)**

I. Policy

The Santa Cruz Metropolitan Transit District (District) is committed to a *Disadvantaged Business Enterprise Program Update 49 CFR 26* for the participation of Disadvantaged Business Enterprises (DBEs) in the District's procurements in accordance with the Code of Federal Regulations, Chapter 49 Part 26, effective March 4, 1999.

The Santa Cruz Metropolitan Transit District receives Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, assures that it will comply with 49 CFR Part 26. The Santa Cruz Metropolitan Transit District establishes this Disadvantaged Business Enterprise Program Update 49 CFR 26 (DBE Program) in accordance with the regulations in 49 CFR 26.

It is the policy of the Santa Cruz Metropolitan Transit District to ensure nondiscrimination based upon race, color, sex or national origin in the award and administration of all contracts with funding assistance from the U.S. Department of Transportation- It is the intention of the District to create equitable conditions in which **DBEs** can compete fairly and participate fully in the performance of contracts and subcontracts relating to the District's construction and procurement activities. Furthermore, it is the policy of the District to ensure that the DBE Program is narrowly tailored in accordance with applicable laws and that only firms meeting the eligibility standards in 49 CFR Part 26 participate as **DBEs** in the program.

The Assistant General Manager, Mark J. **Dorfman**, has been delegated as the DBE Liaison Officer. In that capacity, the Assistant General Manager is responsible for implementing all aspects of the DBE program and the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the District in its financial assistance agreements with the Department of Transportation.

Santa Cruz Metropolitan Transit District will disseminate **this** policy statement to all components of the organization. We will distribute this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by an inclusion in legal advertisements for all procurements.

Leslie R. White, General Manager

Date

7-15.3a

A. Applicability

Pursuant to 49 CFR §§ 26.3 and 26.21, SCMTD, a recipient of federal financial assistance from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT), is required to implement a DBE Program in accordance with 49 CFR Part 26 (Regulations). The requirements of the Regulations are incorporated by reference. In the event of any conflicts or inconsistencies between the Regulations and the DBE Program with respect to DOT-assisted contracts, the Regulations shall control. The DBE Program outlined herein applies to all SCMTD contracts that are funded, in whole or in part, by U.S. DOT federal financial assistance. To the extent that the Program's policy, objectives and efforts involve race-neutral methods, the DBE Program will apply to all SCMTD contracts regardless of funding source.

B. Program Objectives

The objectives of the District's DBE Program are to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which **DBEs can** compete fairly for DOT-assisted contracts;
- Ensure the DBE Program is narrowly tailored in accordance with 49 CFR Part 26;
- Ensure that only firms that **fully** meet the eligibility standards in 49 CFR Part 26 are permitted to participate as **DBEs**;
- Help remove barriers to DBE participation in the bidding, award and administration of DOT-assisted contracts;
- Identify business enterprises that are eligible as **DBEs** to provide SCMTD with required materials, equipment, supplies and services;
- Develop procedures that will acquaint prospective **DBEs** with the District's contracting procedures, activities and requirements, and receive feedback **from DBEs** on existing barriers to participation and effective procedures to eliminate them.

C. Prohibited Discrimination

SCMTD shall not exclude persons from participation in, deny benefits to, or otherwise discriminate against any persons in connection with the award and performance of any contract governed by 49 CFR Part 26 on the basis of race, color, sex or national origin.

SCMTD shall not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this *DBE Program* with respect to individuals of a particular race, color, sex or national origin.

II. Definitions of Terms

Terms used in the *DBE Program* have the meanings defined in 49 CFR §26.5. Some of the common terms are defined below.

Disadvantaged Business Enterprise @BE is a for-profit, **small** business concern:

- (1) That is at least fifty-one percent (51%) owned by one or more individuals who are socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals and;
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small Business Concern is an existing small business concern, as **defined** by Section 3 of the Small Business Act (13 CFR Part 121), whose average annual gross receipts for the previous three years does not exceed \$16.6 million.

Socially and Economically Disadvantaged Individuals are citizens (or lawfully admitted permanent resident) of the United States who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration. Additionally, any individual can demonstrate, by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis. To make this determination, SCMTD will follow the guidelines in 49 CFR Part 26, Appendix E.

An individual's economic disadvantage is rebutted whose personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary, personal residence).

Good Faith Efforts are efforts to achieve a DBE goal which, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the program requirements.

Personal Net Worth is the net value of an individual's assets remaining after total liabilities, ownership interest in an applicant or participating DBE firm and the equity in a primary place of residence are deducted. An individual's personal net worth includes only his or her share of assets held jointly or as community property with the individual's spouse.

Race-Conscious is a measure one that is focused specifically on assisting only **DBEs**, including women-owned **DBEs**.

Race-Neutral is a measure that can be used to assist all small businesses, regardless of race/ethnic origin and gender.

III. Responsibility for DBE Program Implementation

A. SCMTD Board of Directors

The Board of Directors is responsible for adopting the DBE Program as the official DBE Program policy at the District.

B. General Manager

The General Manager has primary responsibility to implement the Board's policies at SCMTD.

C. DBE Liaison Officer

Santa Cruz Metropolitan Transit District designated the following individual as our DBE Liaison Officer:

Mark J. Dorfman
Assistant General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Avenue, Suite 100
Santa Cruz, CA 95060
(831) 426-6080 - phone
(831) 426-6117 - fax
mdorfman@scmtd.com - e-mail

In that capacity, Mark J. Dorfman is responsible for implementing all aspects of the DBE program and ensuring that the Santa Cruz Metropolitan Transit District complies with all provisions of 49 CFR Part 26. Mark J. Dorfman has direct, independent access to Leslie R. White, General Manager concerning **DBE program matters. Necessary** agency staff is available to support the DBELO in his activities. **An** organization chart displaying the DBELO's position in the organization is found in Attachment A to this **program.**

The DBELO is responsible for developing, implementing and monitoring the DBE program, and reporting DBE Program achievements. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to **DBEs** in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the District's progress toward goal attainment and identifies *ways* to improve progress.
7. Participates in pre-bid meetings.

8. Advises the General Manager DBE matters and achievement.
9. Participates with the District counsel and project director to determine contractor compliance with good faith efforts.
10. Provides **DBEs** with information and **assistance in preparing** bids, obtaining bonding and insurance.
11. Plans and participates in DBE training seminars-
12. Certifies **DBEs** according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in California.
13. Provides outreach to **DBEs** and community **organizations** to advise them of opportunities.
14. Maintains the Santa Cruz Metropolitan Transit District's directory of certified **DBEs**

D. Reconsideration Official

In accordance with 49 CFR §§ 26.53(d)(2) and 26.87(e), the District's reconsideration of compliance with the DBE Regulations concerning a contract award or the **DBE status** of a **firm** shall be made by the District Counsel or a designated representative **who** did not participate in the original determination. The District Counsel shall preside over District hearings that may be held pursuant to this DBE Program, including administrative reconsideration of the **DBELOs** determination of a bidder's or proposer's compliance with good faith efforts or the decision to remove certification from a DBE firm.

IV. Administrative Requirements

A. DBE Financial Institutions

The District will investigate the full extent of services offered by **financial** institutions owned and controlled by socially and economically disadvantaged individuals in the community and will make reasonable efforts to use them. The SCMTD will provide a list of **DBE** financial institutions in the community to prime contractors on DOT-assisted procurements and encourage contractors to make use of them where possible. The list is available at the **website** for the The Federal Reserve Board at www.federalreserve.gov/releases/mob.

The State of California, Department of General Services, Office of Small Business Certification and Resources also maintains a directory of financial institutions owned and controlled by socially and economically disadvantaged individuals online at www.osmb.dgs.ca.gov. The directory can be queried to locate DBE financial institutions from the *Services* section of the site.

Exhibit C contains the current lists from both of these sites as of May, 2000.

B. DBE Vendor Directory

The Santa Cruz Metropolitan Transit District will continue using the State of California Department of Transportation (Caltrans) DBE vendor directory. The **Caltrans** DBE vendor directory is updated weekly and lists the name, address, phone number, certification date, SIC code and type of work performed for vendors certified by it or by other agencies with whom it has reciprocity. The Directory is available on the world wide web and can be

C. Bidders List

The Santa Cruz Metropolitan Transit District maintains a bidders list containing information on all firms which have contracted with Santa Cruz METRO. The bidders list will be used to evaluate and calculate the annual DBE participation rate and to establish goals in subsequent years.

In order to document DBE participation in all stages of the procurement process, SCMTD will require all prime contractors and any of its subcontractors responding to Invitations For Bids (IFBs), Requests for Qualifications (RFQs) or requests for quotes to submit the following information to SCMTD: the firm's name, address, DBE status, years in business, annual gross receipts, scope of work to be performed and the dollar amount, if a bid. Santa Cruz METRO will require this information when any bid, quote or qualification is submitted to be considered responsive. The bidders list will become the record of DBE participation at any point in METRO's procurement process.

On procurement contracts, Santa Cruz METRO will include language requiring that the prime contractor report the name, address, DBE status, age and gross receipts of each firm that bids or quotes on any subcontract. In addition, we will request that this language be included in any contractor solicitations and that the contractor report DBE information on solicitations directly to Santa Cruz METRO.

D. Overconcentration

Based upon data obtained from the US Bureau of the Census surveys of women and minority-owned businesses and upon the proportions of DBE firms in the METRO market area, DBEs do not appear overconcentrated in any of the areas in which Santa Cruz METRO typically contracts.

In each procurement area, DBE firms represent approximately the same percentage as the national composition. In updating the annual goal, Santa Cruz METRO will review these proportions to determine whether overconcentration exists.

In the event that DBEs become overconcentrated in any of Santa Cruz METRO's procurement area, staff will devise a plan which encourages DBE firms to participate in contracting opportunities in other SICs. This plan will be submitted to the Caltrans District 5 office for approval, and will be incorporated into this plan by reference when approved.

E. Business Development Programs

SCMTD does not operate a business or mentor-protege program at present. If SCMTD develops a mentoring program or business development program in the future, it will obtain approval of the program from the FTA Region IX office before implementing the program as part of the DBE Program.

V. Determining and Achieving the Annual DBE Goal

A. Santa Cruz Metropolitan Transit District Annual DBE Program Goal

Each year, the Santa **Cruz** Metropolitan Transit District will establish a goal for DBE participation based upon demonstrable evidence relevant to the District's customary marketplace. The Santa Cruz Metropolitan Transit District Annual DBE Program Goal will be developed annually as a stand-alone document and will include the public participation process, including outreach efforts and copies of public notices. The amount of the goal, methodology, and the breakout of race-neutral and race-conscious measures anticipated to reach the goal will be described in the Santa Cruz Metropolitan Transit District Annual DBE Program Goal and submitted by August 1 of each year to the FTA Region IX office.

B. Transit Vehicle Manufacturer Certification

Each Transit Vehicle Manufacturer (TVM) will certify that they have complied with the requirements of §26.49 as a condition of bidding or proposing on FTA-assisted transit vehicle procurements. TVMs must obtain FTA approval of an annual DBE participation goal and the principles underlying §26.45 shall be used as a guide in setting this goal. TVMs shall provide METRO a copy of the FTA approval of their annual goal. Alternatively, METRO may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of TVM compliance with this part of the program.

C. Quotas

Santa Cruz Metropolitan Transit District will not use quotas or set-asides in the administration of this DBE program.

D. Good Faith Efforts

Santa Cruz Metropolitan Transit District treats bidder/offers' compliance **with** good faith efforts as a matter of responsiveness to the request for bids on a contract which contains a DBE goal. Whenever SCMTD establishes a contract specific goal for DBE participation, a bidder demonstrates good faith effort by meeting the established goal or by demonstrating that its efforts were active and aggressive in trying to obtain DBE participation.

E. Demonstration of good faith efforts

The obligation of the bidder/offeror is to make good faith efforts- The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or by documenting its good faith efforts in accordance with Appendix A to part 26.

The DBELO will review documentation for the following information to determine whether or not an otherwise qualified bidder on a contract with a DBE goal exerted good faith efforts when the contract goal for DBE participation is not met:

1. Advertising and attendance at pre-bid conferences to solicit DBE participation.
2. Packaging portions of the work to increase the likelihood that DBE vendors could participate:

3. Instances of negotiations with DBE vendors to make portions of contract work available including names, addresses, phone number of **DBEs** contacted.
4. Use of community organizations, contractors' **groups**, minority and women business organizations to provide assistance in recruiting DBE firms.

F. Good Faith Efforts when a DBE is replaced on a contract

The SCMTD will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The SCMTD will require the prime contractor to notify the DBE Liaison **Officer** immediately of a DBE's inability or unwillingness to perform on a contract and will require reasonable documentation of contract non-performance when a DBE is replaced.

In this situation, METRO requires the prime contractor to obtain our prior written approval of the substitute DBE and to provide copies of new or amended subcontracts or documentation of good faith efforts when the prime fails to replace a DBE certified contractor with another certified DBE on a contract. The prime contractor shall not terminate for convenience a DBE subcontractor or an approved substitute DBE **firm** and then perform the work of the terminated subcontract with its own forces or those of an affiliate without METRO's prior written consent.

If the contractor fails to comply with this requirement for DBE replacement on a contract, METRO will issue a stop work order and suspend payments until satisfactory action has been taken. If the contractor still fails to comply, METRO may initiate a termination for default proceeding.

G. Counting and Tracking DBE Participation

DBE participation in a contract will be counted as only the value of the work actually performed by the DBE toward DBE goals. METRO shall count the entire amount of that portion of the construction contract that is performed by the **DBE's** own forces. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliates) shall also be included.

The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract toward DBE goals shall be counted provided METRO determines that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

If a DBE subcontracts work to another DBE and not a non-DBE, that work shall be counted toward DBE goals. When a DBE participates in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE **performs** with its own forces shall be counted toward DBE goals. Only

expenditures to a DBE contractor that are a commercially useful function of the contract shall be counted toward DBE goals.

METRO will count all expenditures with DBEs for materials or supplies provided that the materials or supplies are obtained from a DBE manufacturer (100% of the expenditures) or from a DBE regular dealer (60% of the expenditures).

If a firm is not currently certified as a DBE, METRO will not count the firm's participation toward any DBE goals except as provided in §26.87(i). METRO will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified as a DBE contractor. METRO will not count participation of a DBE subcontractor toward the prime contractor's DBE achievements or METRO's overall goal until the amount being counted has been paid to the DBE.

VI. Contract Provisions

A. Federal Financial Assistance Agreement Assurance

Santa Cruz Metropolitan Transit District has signed the following assurance, applicable to all DOT-assisted contracts and their administration. In those cases where SCMTD is the eligible recipient for a project lead agency other than SCMTD, this language will appear in any financial assistance agreements with such subrecipients.

Santa Cruz Metropolitan Transit District shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Santa Cruz Metropolitan Transit District of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Contract Assurance

SCMTD will include the following clause in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

C. Prompt Payment

SCMTD will include the following clause in each DOT-assisted prime contract:

*The prime contractor **agrees** to pay each subcontractor under this prime contract for satisfactory **performance** of its contract no **later** than **30 days from** the receipt of each payment the prime contractor **receives from** Santa Cruz Metropolitan Transit District. The prime contractor agrees **further** to return retainage payments to each subcontractor within 30 days **after** the subcontractor's work **is** satisfactorily completed. Any delay or postponement **of payment from** the above referenced **time frame** may occur only for good cause following written approval of the Santa Cruz Metropolitan Transit District. This applies to both DBE and non-DBE subcontractors.*

Prime subcontractors must include the prompt payment language of Paragraph 1 in all subcontracts, regardless of subcontractor's DBE status.

Failure of a prime contractor to uphold prompt payment requirements for subcontractors will result in SCMTD withholding reimbursement for completed work.

D. Monitoring and Enforcement

The SCMTD and its project manager will monitor contractor performance to ensure that work committed to **DBEs** at contract award is actually performed by the identified **DBEs** and that payments are made to those **DBEs** in accordance with the contract requirements.

We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) available in 49 CFR §26.107. We also will consider similar action available in our own legal remedies, including **responsibility** determinations in future contracts.

E. Administrative reconsideration

Within 10 days of being informed by Santa Cruz Metropolitan Transit District that it is not responsive because it did not document sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to:

Ms. Peggy Gallagher
District Counsel
370 Encinal St., Suite 100
Santa Cruz, CA 95060

The District Counsel will not have played any role in the original determination that the bidder/offeror did not make sufficient good faith efforts-

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate

good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

The result of the reconsideration process cannot be appealed to the Department of Transportation.

VII. Certification Standards

The Santa Cruz Metropolitan Transit District will use a certification process which adheres to the standards of Subpart D of Part 26 through its participation in the Caltrans DBE certification program which has been approved by the Federal Highway Administration as meeting the standards of 49 CFR Part 26. The Caltrans Office of Civil rights ensures that applicants requesting certified DBE status adequately demonstrate that they are members of **an** economically or socially disadvantaged group listed in 49 CFR §26.67 and that the **firm** which they control is an existing small business as defined by the Small Business Administration.

VIII. Certification Process

A. Unified Certification Program

The Santa Cruz Metropolitan Transit District is a participant in the Unified Certification Program (UCP) being established by the State of California Department of Transportation (Caltrans) to determine and certify DBE eligibility. The State of California **UCP** is required to be established by March 4, 2002.

Until Santa Cruz METRO executes an agreement to participate in the Caltrans UCP, METRO will continue using the State of California Department of Transportation (Caltrans) DBE certification program as maintained by Caltrans. Certification forms and a directory of certified DBE firms are available at the Caltrans Office of Civil Rights web page, <http://svhqsgj4.dot.ca.gov/hq/bep/bepmnu.htm>.

Santa Cruz METRO will accept DBE vendor certification forms and packages processed by the Small Business Administration as evidence of DBE qualification.

For information about the certification process or to apply for certification, firms should visit the Caltrans web site, <http://svhqsgj4.dot.ca.gov/hq/bep/bepmnu.htm>.

B. Certification Appeals

In the event we propose removing a DBE's certification, we will coordinate with the Caltrans Office of Civil Rights and follow procedures consistent with 49 CFR §26.87.

If a firm's request for certification is denied or a firm is decertified, it may not reapply for certification through Caltrans until twelve months have elapsed from the initial action.

Any **firm** or complainant may appeal the decision **in** a certification **matter** to the **US** Department Of **Transportation**. Such appeals may be sent to:

Department of Transportation
Office of Civil Rights
Certification Appeals Branch
400 7th St., SW, Room 2104
Washington, DC 20590

We will promptly implement any DOT certification appeal decisions affecting the eligibility of **DBEs** for our DOT-assisted contracting (e.g., certify a firm if DOT has **determined** that the denial of its application or the de-certification was erroneous).

C. Recertification Procedures

We [tmh4]will review the eligibility of **DBEs** that METRO certified under **former part 23**. METRO will compare its list of previously certified **DBEs** with the Caltrans **vendor** directory to verify that a DBE firm meets the standards of **Subpart D** of 49 **CFR-Part 26**. **For** vendors not currently listed in the Caltrans DBE vendor directory, we will contact the vendor and request that they pursue certification through Caltrans or that they provide evidence of a current certification established by another California DOT recipient or by the **Small** Business Administration under the SBA 8(a) or small and disadvantaged business program (SDB). We will complete this review within three years from the date of **METRO's** most recent certification.

[tmh5]Vendors found currently eligible under 49 **CFR 26** subpart D will have their eligibility reviewed within three years of the currently verified certification within the purview of the Caltrans UCP to be established by March, 2002 to meet the requirements of subpart D.

D. Certification Affidavits and Notices of Change

We require all **DBEs** to inform us in a written affidavit of any change in its circumstances affecting its ability to meet size, disadvantaged **status**, ownership or control criteria of 49 **CF'R** part 26 or of any material changes in the information provided with the current certification while participating in DOT-assisted procurement with the Santa Cruz Metropolitan Transit District.

METRO will require owners of certified **DBEs** under contract to METRO for DOT-assisted procurement to present, on the anniversary date of their certification, a "no **change**" affidavit meeting the requirements of 49 **CFR §26.83(j)**. The text of this affidavit is the **following**:

*I swear (or **affirm**) that there have been no changes in the circumstances of NAME of DBE firm affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 **CFR** part 26. There have been no **material** changes in the information provided with NAME of DBE firm 's application for certification, except for any changes about which you have provided **written notice** to the California Department of Transportation Office of Civil Rights under §26.83(i). NAME of DBE firm meets Small Business Administration (SBA) criteria for being a small business concern and its*

average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed \$16.6 million-

We require DBEs to submit documentation of the *firm's* size and gross receipts along with this affidavit.

We will **notify** certified DBE firms contracting with METRO in DOT-assisted procurements of these obligations in August of each year after the new DBE goals have been established. This notification will inform DBEs that in order to submit the "no change" **affidavit**, their owners must affirm that they meet all regulatory requirements of part 26, including personal net worth limitations. Likewise, if a **firm's** owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (**e.g.**, personal net worth), the obligation to submit a notice of change applies.

IX. Information Collection and Reporting

A. Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Santa Cruz Metropolitan Transit District or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will keep a running tally of actual payments to DBE **firms** for work committed to them at the time of contract award.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

B. Reporting to DOT

We will report DBE participation to DOT on a quarterly basis using DOT Form 4630. These reports will reflect payments actually made to DBEs on DOT-assisted **contracts**.

C. Confidentiality

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

X. Exhibits

A. 49 CFR Part 26

B. SCMTD DBE Program Organization Chart

C. DBE Financial Institution List

Exhibit A

**Participation by Disadvantaged Business Enterprises
In Department of Transportation
Financial Assistance Programs**

49 CFR 26

7-15. 17a

U.S. Department of Transportation Office of Small and Disadvantaged Business Utilization

DOTOSDBU

DEPARTMENT OF TRANSPORTATION

Office of the Secretary

49 CFR part 23 and 26

[Docket OST-97-2550 ; Notice 97- 5]

RIN 2105-AB92

Participation by Disadvantaged Business Enterprises in Department of Transportation Programs

AGENCY: Office of the Secretary, DOT

ACTION: Final rule

SUMMARY:

This final rule revises the Department of Transportation's regulations for its disadvantaged business enterprise (DBE) program. The DBE program is intended to remedy past and current discrimination against disadvantaged business enterprises, ensure a "level playing field" and foster equal opportunity in **DOT-assisted** contracts, improve the flexibility and efficiency of the DBE program, and reduce burdens on small businesses. This final rule replaces the former DBE regulation, which now contains only the rules for the separate DBE program for airport concessions, with a new regulation. The new regulation reflects President Clinton's policy to mend, not end, affirmative action programs. It modifies the Department's DBE program in light of developments in case law requiring "narrow tailoring" of such programs and last year's Congressional debate concerning the continuation of the DBE program. It responds to comments on the Department's December 1992 notice of proposed rulemaking (NPRM) and its May 1997 supplemental notice of proposed rulemaking (SNPRM).

DATES: This rule is effective [insert date 30 days from date of publication in the *Federal Register*]. Comments on Paperwork Reduction Act matters should be received by [insert date 60 days from date of publication in the *Federal Register*]; however, late-filed comments will be considered to the extent practicable.

ADDRESSES: Persons wishing to comment on Paperwork Reduction Act matters (see discussion at end of preamble) should send comments to Docket Clerk, Docket No. **OST-97-2550**, Department of Transportation, 400 7th Street, SW., Room 4107, Washington, DC 20590. We emphasize that the docket is open only with respect to Paperwork Reduction Act matters, and the Department is not accepting comments on other aspects of the regulation. We request that, in order to minimize burdens on the docket clerk's staff, commenters send three copies of their comments to the docket. Commenters wishing to have their submissions acknowledged should include a stamped, self-addressed postcard with their comments- The docket clerk will date stamp the postcard and return it to the **commenter**. Comments will be available for inspection at the above address from 10 a.m. to 5:00 p.m., Monday through Friday.

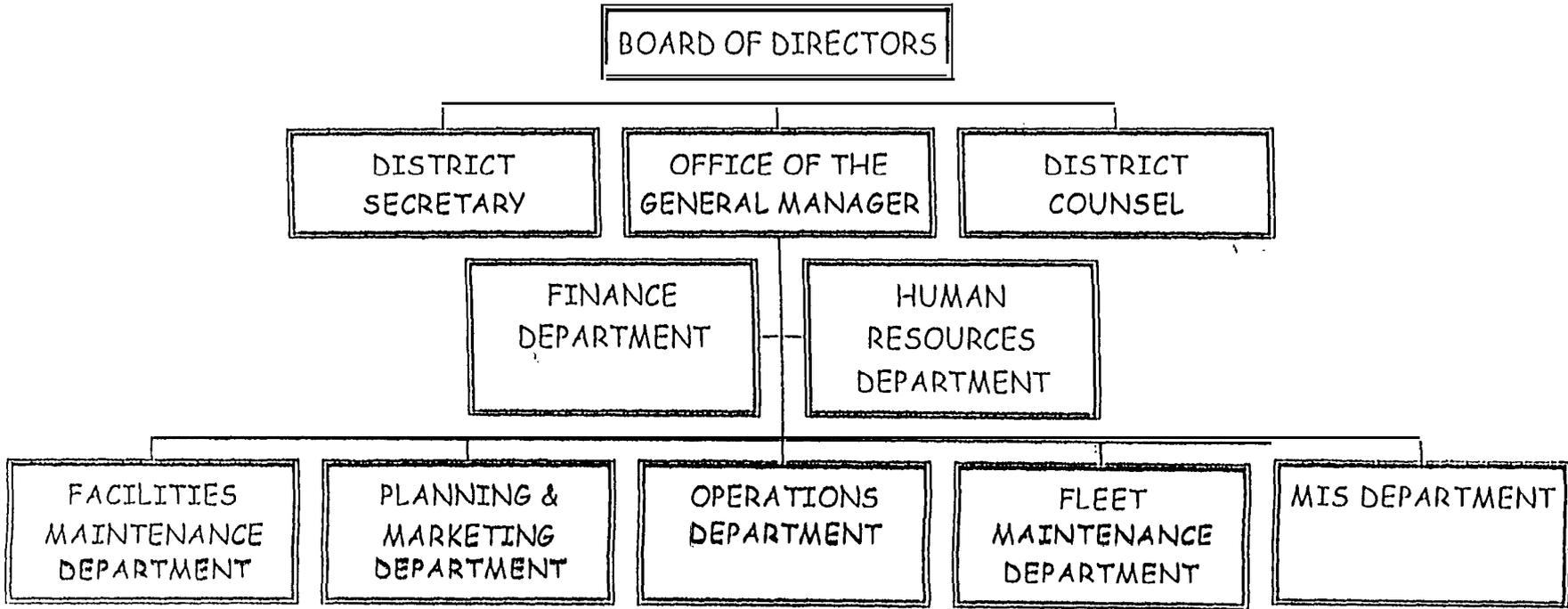
FOR FURTHER INFORMATION CONTACT: Robert C. Ashby, Deputy Assistant General Counsel for Regulation and Enforcement, Department of Transportation, 400 7th Street, SW., Room 10424, Washington, DC 20590, phone numbers (202) 3669306 (voice), (202) 366-9313 (fax), (202) 755-7687 (TDD), bob.ashby@ost.dot.gov (email); or David J. Goldberg, Office of Environmental, Civil Rights and General Law, Department of Transportation, 400 7th Street, SW., Room 5432, Washington, DC 20590, phone number (202)366-8023(voice), (202)366-8536 (fax).

7-15.18a

Exhibit B

**DBE Program Administration
SCMTD Organization Chart**

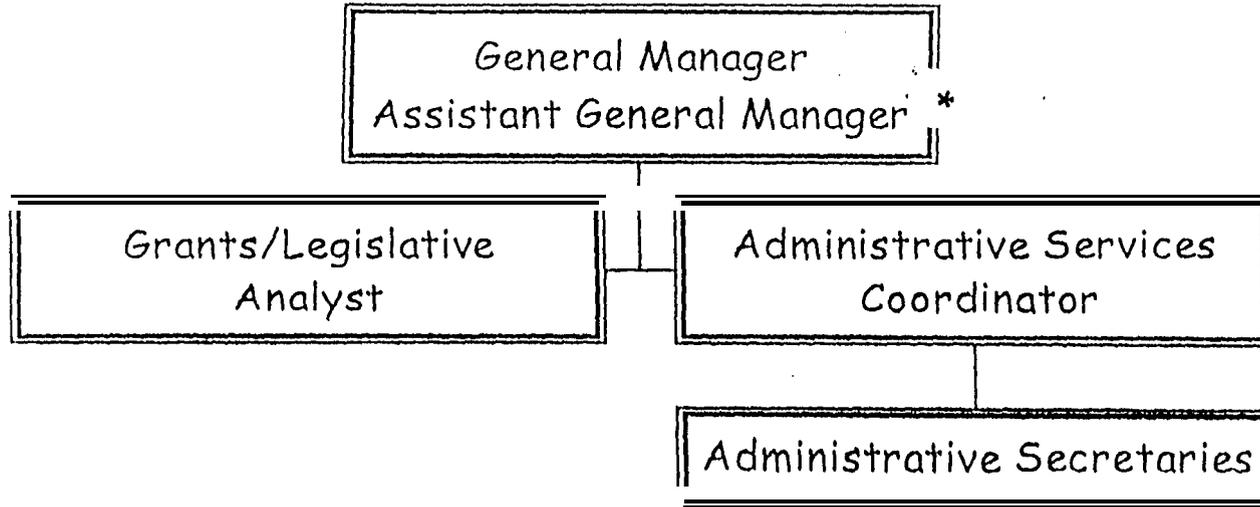
7-15.19a



3

7-15-2002

OFFICE OF THE GENERAL MANAGER

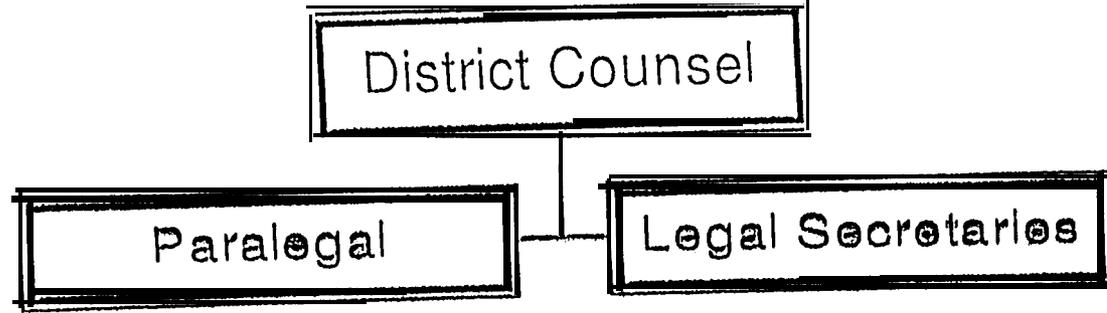


* DBE LIAISON OFFICER

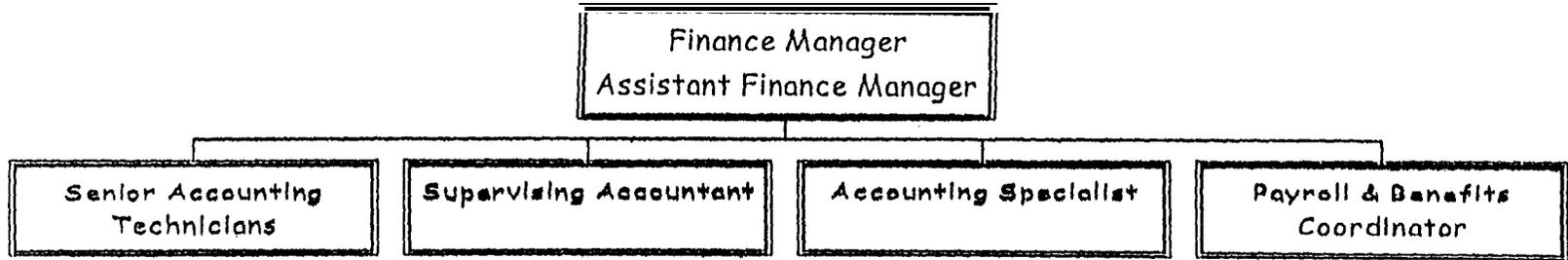
4

7-15-21a

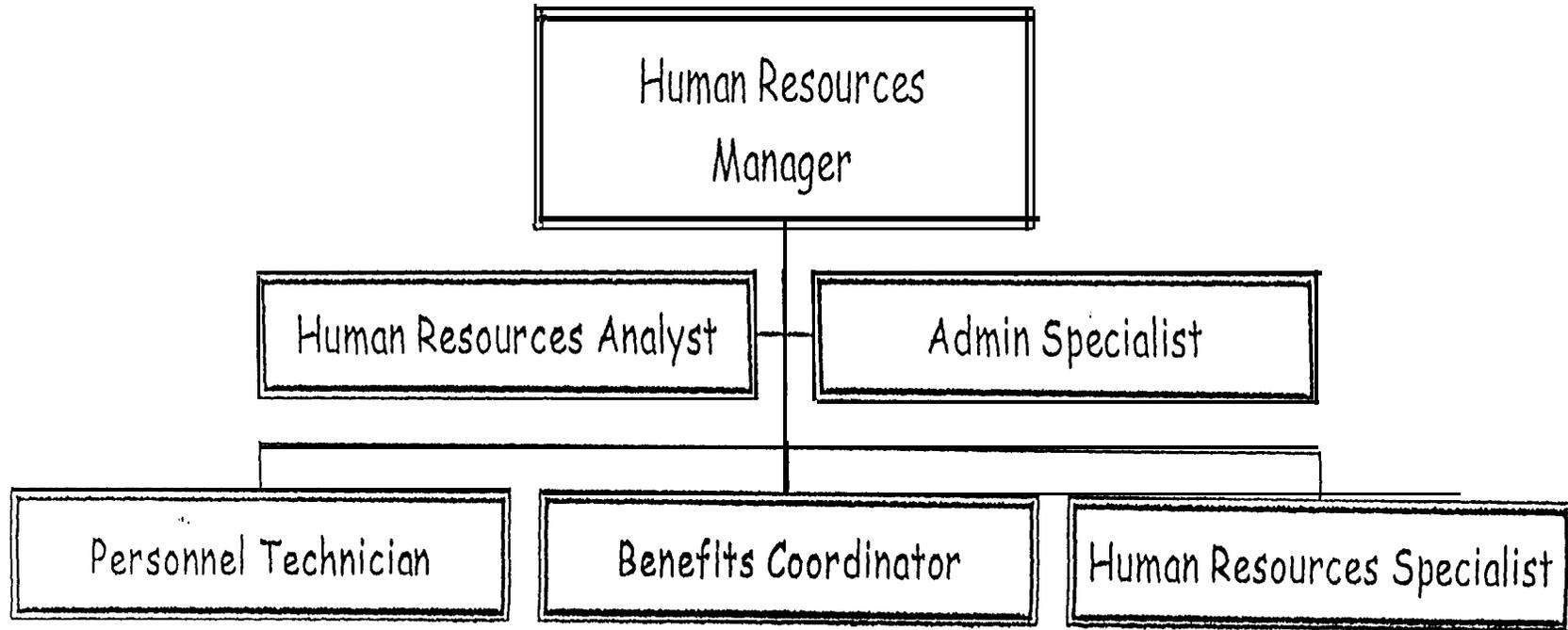
LEGAL DEPARTMENT



FINANCE DEPARTMENT



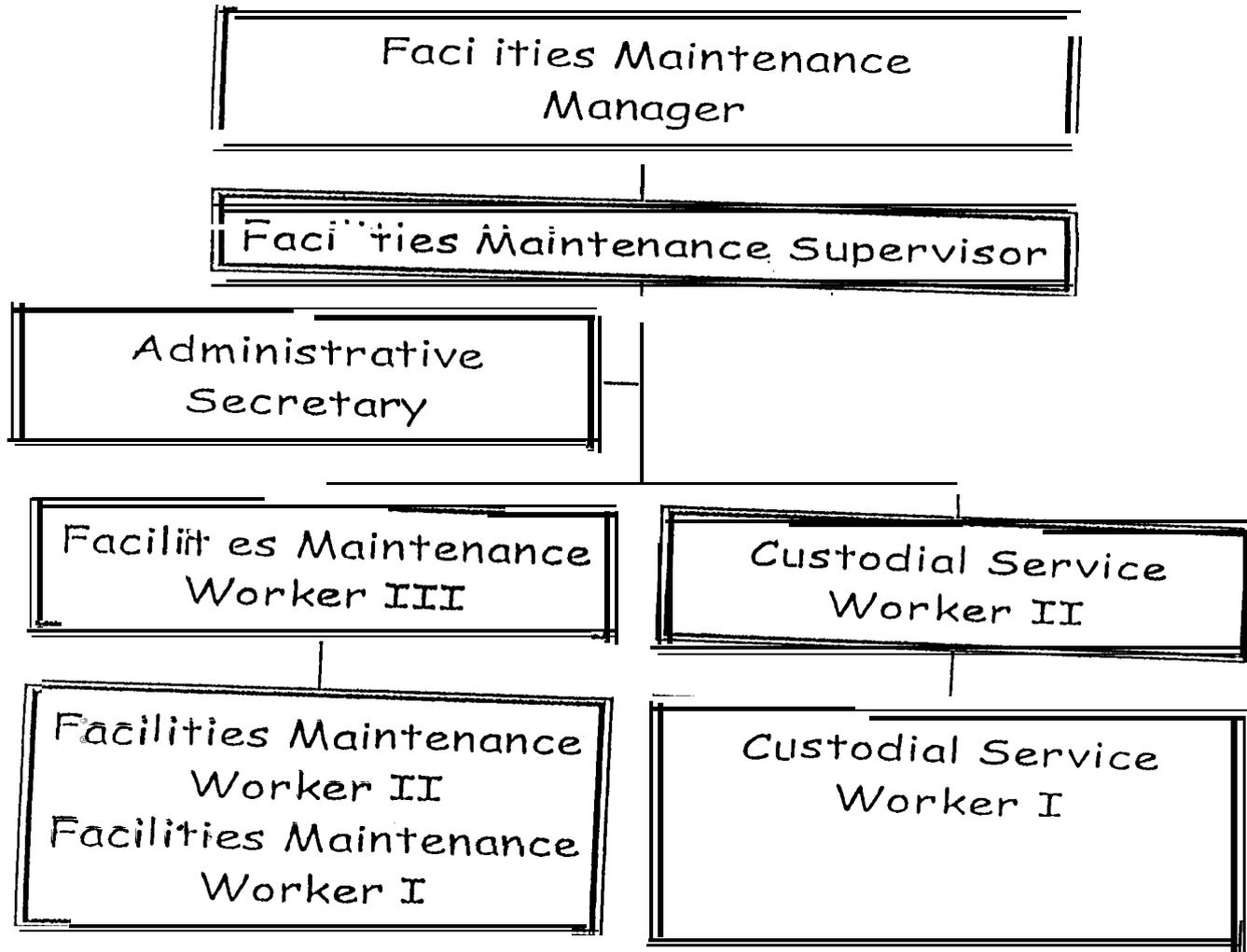
HUMAN RESOURCES DEPARTMENT



7

7-15.24a

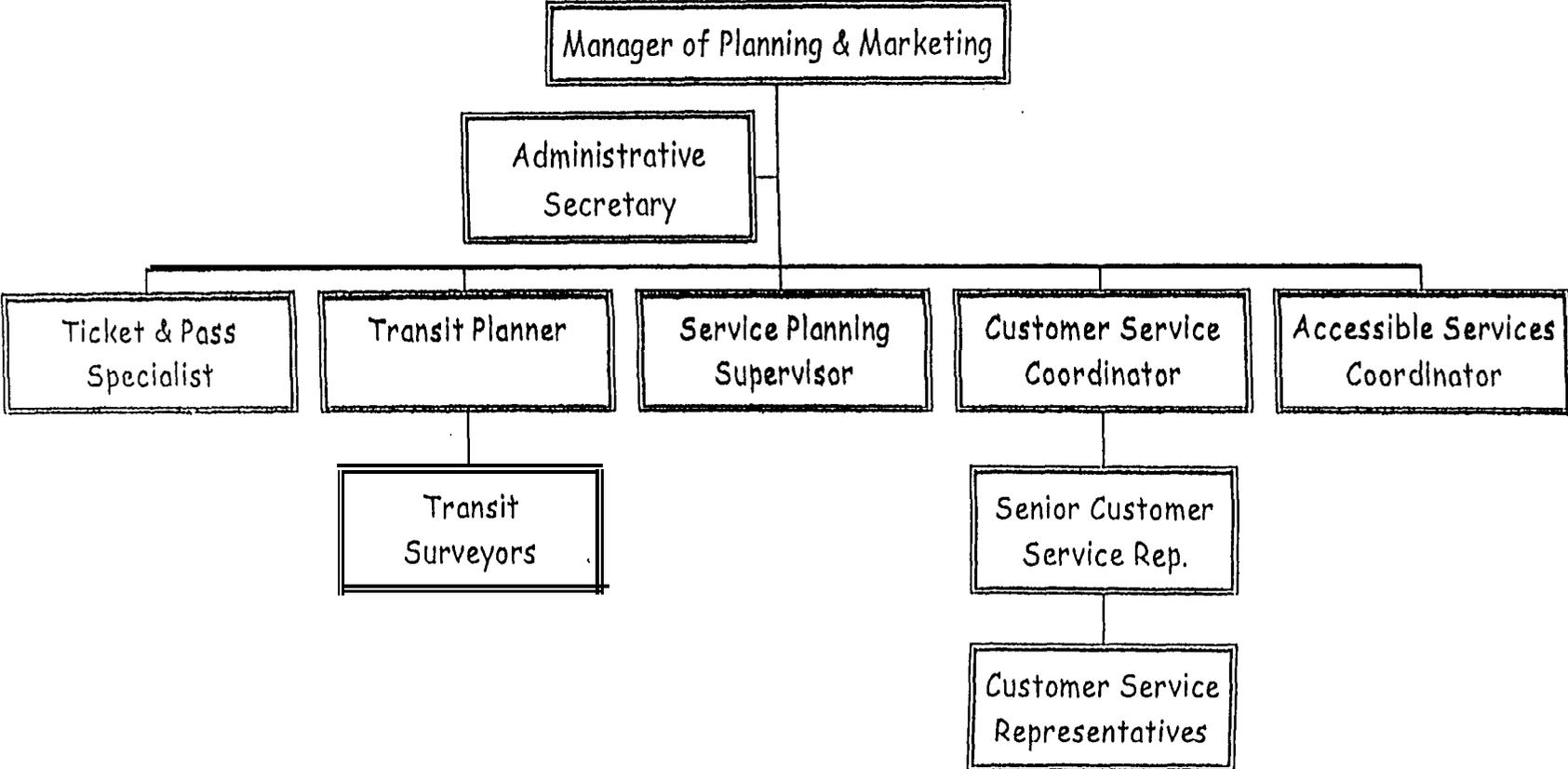
FACILITIES MAINTENANCE DEPARTMENT



8

7-15.25a

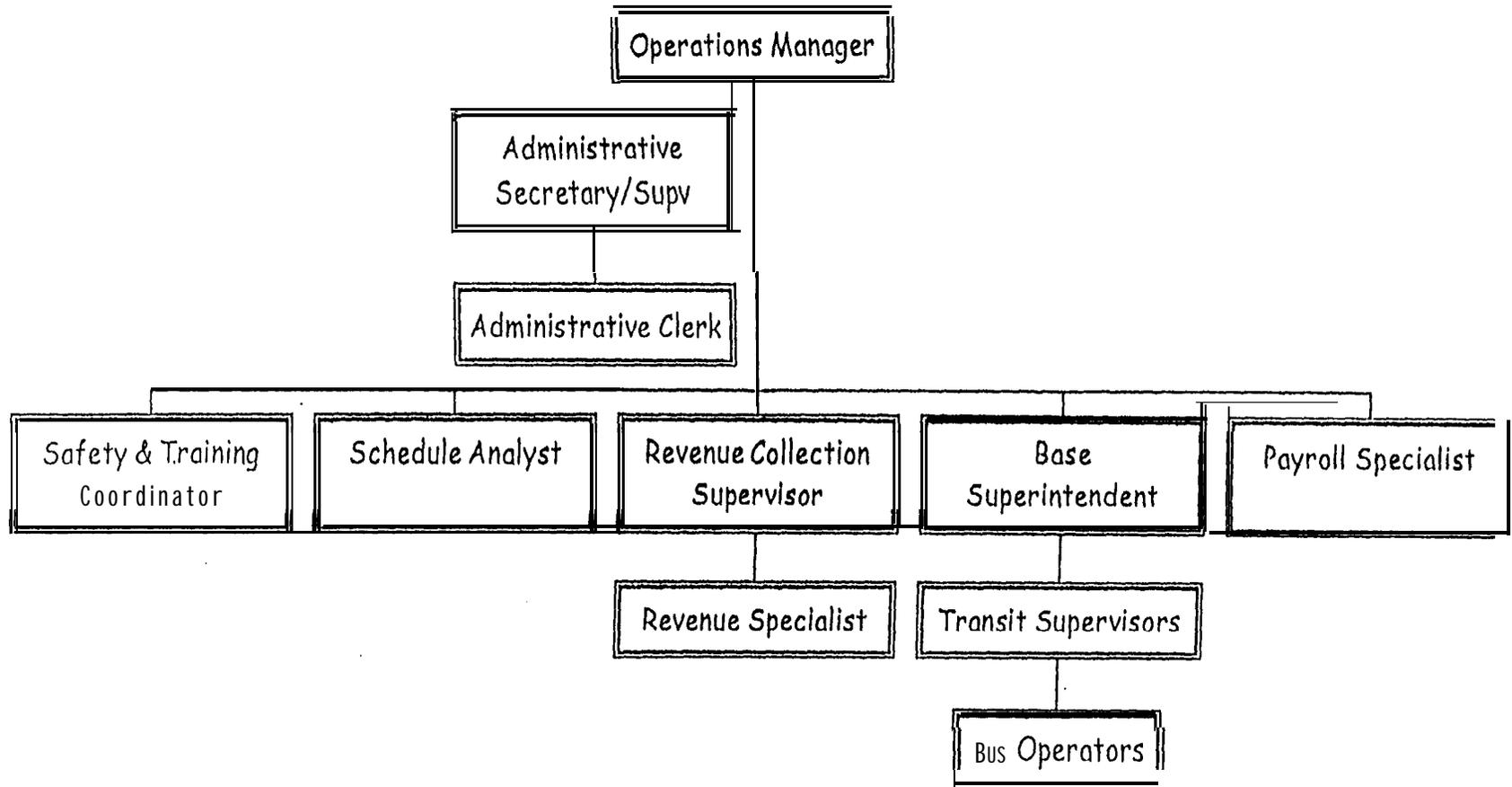
PLANNING & MARKETING DEPARTMENT



6

7-15-26a

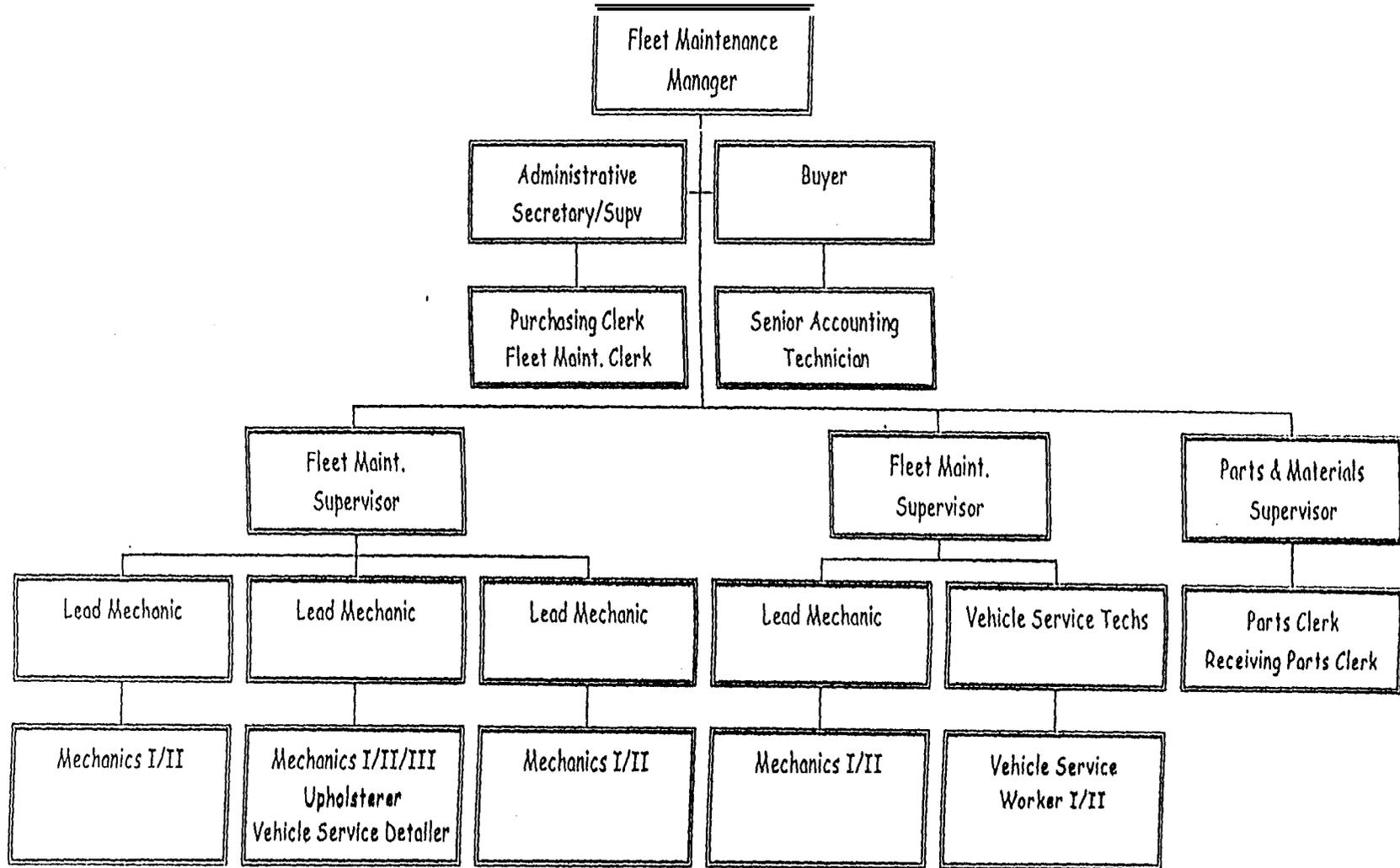
OPERATIONS DEPARTMENT



10

7-15-27a

FLEET MAINTENANCE DEPARTMENT



11

7-15-28a

MIS DEPARTMENT

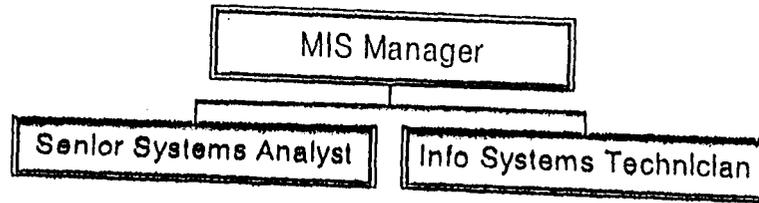


Exhibit C

**List of Financial Institutions
Owned or Controlled by Women or Minorities
In the SCMTD Marketplace**

7-15.30a



Firm Listing

[New Query](#)

The following firms meet **your** specifications

Click on the Firm's Reference Number or Name for detailed information.

OSBGR Reference Number	Firm Name/Address	Firm Contact Information
28	AMERILEASE P O BOX 1078 ALAMEDA, CA 94501-110	Phone: 510.523.5858
320	WAHRENBROCK CAPITAL MANAGEMENT 1414 VALHALLA DR BAKERSFIELD, CA 93309	Phone: 661.833.4440 Fax: 661.833.4449 Email: awahren@accelnet.com
419	LIATTI & ASSOCIATES COMMERCIAL INSURANCE BROKERAGE P O BOX 187 RANCHO CUCAMONGA, CA 91729-187	Phone: 909.944.5955 Fax: 909.466.1814
478	MAGUS CONSULTING SERVICES 5663 BALBOA AVE #406 SAN DIEGO, CA 92111-2705	Phone: 858.292.4423 Fax: 858.278.4564 Email: carlb@magusconsult.com Homepage: www.magusconsult.com
498	ROBERT PENNY ENTERPRISES 8181 FOLSOM BLVD STE 135 SACRAMENTO, CA 95826	Phone: 916.383.5085 Fax: 916.383.5112 Email: nancy-woods@mindspring.com
501	MIHALISIN INSURANCE AGENCY P O BOX 827 SHINGLE SPRINGS, CA 95682-827	Phone: 916.672.2551 Fax: 916.672.2328 Email: hlwh36a@prodigy.com
513	REMCO FUN COMPUTER SYSTEMS P O BOX 827 SHINGLE SPRINGS, CA 95682-827	Phone: 530.672.2770 Fax: 530.672.2328 Email: hlwh36a@prodigy.com
723	PRIME TIME PRODUCTIONS 3336 BRADSHAW RD STE 300 SACRAMENTO, CA 95827	Phone: 916.2575080 Fax: 916.361.7373
972	AGNEW TECH II 741 LAKEFIELD RD STE C WEST LAKE VILLAGE, CA 91361	Phone: 805.494.3999 Fax: 805.494.6849 Email: agnewi@agnew.com Homepage: www.agnew.com
	AZEVEDO'S	Phone: 916.925.5610 Fax: 916.925.8546

1336 **LAMINATING INC** Email: azevedosl@aol.com
925 FEE DR Homepage: www.azeydoslaminating.com
SACRAMENTO, CA
95815

1416 **ATLANTIS** Phone: 707.6448277 Fax: 707X44.8277
PAINTING CO
618 LA CADENA
VALLEJO, CA 94590

1501 **ATTORNEYS** Phone: 661.324.8018 Fax: 661.324.0415
MESSENGER
SERVICE

2443 **3111 STREET** Phone: 562986.4200 Fax: 562986.4201
BAKERSFIELD, CA
93304-2907

2698 **CDT INC** Phone: 916.448.9651 Fax: 916.448.9651
P O BOX 3247 Email: ktsmith@midtown.net
LONG BEACH, CA
90803

2970 **CALIFORNIA** Phone: 559.734.3158 Fax: 559.685.0609
RESOURCES Email: JGaskins@mediaone.net
5453 PARISH CT Homepage: tufferror@mediaone.net
SACRAMENTO, CA
95822

3009 **ALL STATE** Phone: 619298.7106 Fax: 619.298.7591
COMMERCIAL
SWEEPING Email: JGaskins@mediaone.net
5431 W VASSAR Homepage: tufferror@mediaone.net
AVE
VISALIA, CA 93277

3332 **CHAPMAN** Phone: 530.558.4636
APPLIANCE Email: Dparks@Calweb.Com
SERVICE INC
1784 SAN DIEGO
AVE
SAN DIEGO, CA
92110

3377 **ALL FINANCIAL** Phone: 310.854.4411 Fax- 310.854.0551
SERVICES Email: Sylviane@ConcordeCommunications.com
2533 N CARSON ST
STE D-134
CARSON CITY, NV
89706-4301

3583 **CONCORDE** Phone: 805.968.8001 Fax: 805968.8091
COMMUNICATIONS Email: Sylviane@ConcordeCommunications.com
8530 WILSHIRE
BLVD #404
BEVERLY HILLS,
CA 90211

4845 **COSTANZO** Phone: 714.528.9977 Fax: 714.528.0740
ASSOCIATED Email: costanzo@rain.org
CONSULTANTS Homepage: www.rain.org/~costanzo
P O BOX 60808
SANTA BARBARA,
CA 93160-808

FILE PROS Phone: 714.528.9977 Fax: 714.528.0740
187 W Email: B.Volknv@filepros.com
ORANGETHORPE Homepage: www.filepros.com
AVE STE E
PLACENTIA, CA
92870

More Firms on Next Page

[New Query](#)[Fwd 1 Pg](#)[Refresh](#)

Page: 1

7-15.32a

5/2/00 4:22 Ph!

MINORITY OWNED BANKS as of December 31, 1999
 SORTED by STATE

ID	Bank/Branch Name	City	Chr St	Holding Cls	Company	Min Cd	Minority Date	Established Date
570237	COMMONWEALTH NB	MOBILE	AL	111	0	1	1976-02-19	1976-02-19
2627812	MOBILE CRICHTON BR	MOBILE	AL				1999-07-09	1997-11-01
2627661	MOBILE AL CRAFT BR	MOBILE	AL				1999-07-09	1997-11-01
2314943	PRICHARD BR	PRICHARD	AL				1995-06-16	1995-06-16
1897168	FIRST TUSKEGEE BK	TUSKEGEE	AL	202	2099361	1	1991-10-12	1991-10-12
2400378	DOWNTOWN BR	MONTGOMERY	AL				1996-01-09	1996-01-09
2103080	MONTGOMERY OFFICE	MONTGOMERY	AL				1993-09-20	1993-09-20
300063	OMNI BKNA	ALHAMBRA	CA	111	0	20	1980-04-11	1980-02-12
2607878	IRVINE BR	IRVINE	CA				1997-05-28	1997-05-28
1892686	MONTEREY PARK BR	MONTEREY P-ARK	CA				1991-09-13	1991-09-13
302160	ROWLAND HGTS BR	ROWLAND HEIGHTS	CA				1983-04-12	1983-04-12
1999428	SAN JOSE BR	SAN JOSE	CA				1992-09-08	1992-09-08
1015560	GRAND NB	ALHAMBRA	CA	111	0	20	1985-06-27	1983-02-14
164265	INDUSTRY RGNL OFF	CITY OF INDUSTRY	CA				1986-04-28	1964-01-01
694463	FIRST INTL BK	CHULA VISTA	CA	201	0	20	1998-09-17	1980-07-17
1464805	OTAY MESA BR	SAN DIEGO	CA				1998-09-17	1990-07-30
2297998	EVERTRUST BK	CITY OF INDUSTRY	CA	201	0	20	1998-07-08	1995-05-03
2601371	ALHAMBRA BR	ALHAMBRA	CA				1998-07-08	1997-05-12
169569	WESTERN ST BK	DUARTE	CA	201	0	20	1981-04-08	1980-10-27
2739210	SOUTH SAN FRANCISCO BR OFF	SOUTH SAN FRANCISCO	CA				1998-09-25	1998-09-25
595869	CATHAY BK	LOS ANGELES	CA	206	1843080	20	1962-04-19	1962-04-19
642062	ALHAMBRA BR	ALHAMBRA	CA				1985-12-30	1985-12-30
2515357	ALHAMBRA BR OFF	ALHAMBRA	CA				1996-11-18	1996-11-18
2686912	BERKELEY RICHMOND BR OFF	RICHMOND	CA				1998-04-08	1998-04-08
1965085	CERRITOS BR	CERRITOS	CA				1992-05-01	1992-05-01
1966756	CITY OF IND BR	CITY OF INDUSTRY	CA				1992-05-21	1992-05-21
1176863	CITY OF IND BR	CITY OF INDUSTRY	CA				1988-02-22	1988-02-22
2231152	CUPERTINO OFF	CUPERTINO	CA				1994-08-03	1994-08-03
2866237	FLUSHING OFF	FLUSHING	NY				1999-12-11	1999-12-11
2257255	FREMONT BR	FREMONT	CA				1994-11-17	1994-11-17
1896125	HAWTHORNE BLVD BR	TORRANCE	CA				1991-10-07	1991-10-07
2257246	IRVINE BR	IRVINE	CA				1994-11-17	1994-11-17
2262697	MILLBRAE BR	MILLBRAE	CA				1994-12-14	1994-12-14
595168	MONTEREY PARK BR	MONTEREY PARK	CA				1979-09-19	1979-09-19
2865717	NEW YORK CHINATOWN OFF	NEW YORK	NY				1999-12-11	1997-04-11
1949375	OAKLAND BR	OAKLAND	CA				1992-03-12	1992-03-12
1864544	SAN GABRIEL BR	SAN GABRIEL	CA				1991-05-22	1991-05-22

7-15.33a

1435588	TULLY RD BR	SAN JOSE	CA				1989-12-18	1989-12-18
1211296	WESTMINSTER BR	WESTMINSTER	CA				1988-06-14	1988-06-14
627461	AMERICAN INTL BK	Los ANGELES	CA	201	0	20	1990-07-05	1978-07-03
626969	ALHAMBRA BR	ALHAMBRA	CA				1990-07-05	1986-02-10
393962	CARSON RGNL BR	CARSON	CA				1990-07-05	1965-10-01
1216479	CERRITOS/ARTESIA BR	ARTESIA	CA				1990-07-05	1988-09-01
1168765	GLENDALE BR	GLENDALE	CA				1990-07-05	1988-02-01
1873685	HAWTHORNE BLVD BR	TORRANCE	CA				1990-11-19	1990-11-19
1469734	INDUSTRY BR	CITY OF INDUSTRY	CA				1990-09-04	1990-09-04
1431160	SOUTH OLIVE STREET BR	LOS ANGELES	CA				1990-07-05	1964-02-04
1450358	TARZANA BR	TARZANA	CA				1990-07-05	1990-05-15
641364	PAN AMER BK	LOS ANGELES	CA	201	0	10	1971-07-01	1971-07-01
1922855	SANTA ANA MAIN BR	SANTA ANA	CA				1981-11-02	1981-11-02
751160	WHITTIER VANCOUVER UNIT BR	LOS ANGELES	CA				1981-11-02	1968-04-22
730268	GENERAL BK	LOS ANGELES	CA	201	1029213	20	1992-07-09	1980-03-18
1494811	ARCADIA OFF	ARCADIA	CA				1992-07-09	1990-11-01
976963	CERRITOS BR	ARTESIA	CA				1992-07-09	1986-10-20
2228581	CUPERTINO OFF	CUPERTINO	CA				1994-05-05	1994-05-05
2037523	DIAMOND BAR BR	DIAMOND BAR	CA				1993-04-07	1993-04-07
2278728	FREMONT BR	FREMONT	CA				1995-03-01	1995-03-01
1397707	HACIENDA HGTS BR	CITY OF INDUSTRY	CA				1992-07-09	1989-03-20
2846480	HUNTINGTON BEACH BR OFF	HUNTINGTON BEACH	CA				1999-07-26	1999-07-26
1438169	IRVINE BR	IRVINE	CA				1992-07-09	1990-02-22
975368	MONTEREY PARK BR	MONTEREY PARK	CA				1992-07-09	1981-06-15
2111629	ORANGE BR	ORANGE	CA				1993-10-12	1993-10-12
1439296	SAN DIEGO BR	SAN DIEGO	CA				1992-07-09	1990-03-05
2063009	SAN FERNANDO VALLEY BR	NORTERIDGE	CA				1993-07-09	1993-07-09
1189537	SAN GABRIEL VALLEY BR	ALHAMBRA	CA				1992-07-09	1988-02-16
2654872	SAN JOSE BR	SAN JOSE	CA				1998-02-11	1998-02-11
2253930	SAN MATEO BR	SAN MATEO	CA				1994-10-17	1994-10-17
913164	TORRANCE BR	TORRANCE	CA				1992-07-09	1985-04-02
972769	GUARANTY BK OF CA	LOS ANGELES	CA	201	2017673	20	1976-11-15	1976-11-15
1355332	MONTEREY PARK OFF	MONTEREY PARK	CA				1994-10-15	1989-09-28
2818580	WALNUT BR	WALNUT	CA				1999-04-05	1999-04-05
23867	WESTMINSTER BR	WESTMINSTER	CA				1994-10-15	1983-06-01
1856099	FOUNDERS NB	LOS ANGELES	CA	116	2646596	1	1991-01-19	1991-01-19
1856110	COMPTON BR	COMPTON	CA				1991-01-19	1991-01-19
2460934	CRENSHAW STOCKARD OFF	LOS ANGELES	CA				1993-08-27	1992-04-22
1856129	GARDENA BR	GARDENA	CA				1991-01-19	1991-01-19
2653110	LYNWOOD BR	LYNWOOD	CA				1998-01-16	1998-01-16
2238302	UNIVERSITY VILLAGE BR	LOS ANGELES	CA				1994-09-10	1994-09-10
534466	METROPOLITAN BK	OAKLAND	CA	201	1139439	20	1986-06-09	1983-09-01
2607823	OAKLAND CHINATOWN BR	OAKLAND	CA				1997-07-01	1997-07-01
2099370	SAN FRANCISCO BR	SAN FRANCISCO	CA				1993-09-18	1993-09-18
1189014	SAN JOSE BR	SAN JOSE	CA				1988-05-02	1988-05-02

7-15.34R

1864601	FIRST UNITED BK	SAN DIEGO	CA	201	0	20	1993-07-23	1991-05-15
2818599	LA RGNL OFF	ALHAMBRA	CA				1999-06-01	1999-06-01
62763	MILLENNIUM BK	SAN FRANCISCO	CA	211	0	20	1987-11-19	1986-12-23
2868530	OAKLAND RGNL BR	OAKLAND	CA				1999-11-01	1999-11-01
255462	NATIONAL AMER BK	SAN FRANCISCO	CA	111	1031524	20	1989-05-26	1984-02-08
1219630	CLEMENT STREET BR	SAN FRANCISCO	CA				1989-05-26	1988-10-24
1494781	NORIEGA ST OFF	SAN FRANCISCO	CA				1990-11-01	1990-11-01
519360	MISSION NB	SAN FRANCISCO	CA	111	0	10	1982-02-16	1982-02-16
1451887	DIAMOND OFF	OAKLAND	CA				1990-05-19	1990-05-19
1451878	ELMWOOD OFF	BERKELEY	CA				1990-05-19	1990-05-19
777366	BANK OF THE ORIENT	SAN FRANCISCO	CA	211	1028533	20	1992-09-22	1971-03-17
778961	BANK OF THE ORIENT XIAMEN BR	XIAMEN					1992-09-22	1987-04-17
776864	CHINATOWN BR	SAN FRANCISCO	CA				1992-09-22	1972-12-01
210368	CLEMENT & SIXTH BR	SAN FRANCISCO	CA				1992-09-22	1975-02-26
2543556	IRVING ST BR	SAN FRANCISCO	CA				1997-02-24	1997-02-24
77.9463	OAKLAND BR	OAKLAND	CA				1992-09-22	1981-02-05
659622	ADAMS NB	WASHINGTON	DC	111	1075500	5	1978-05-15	1978-05-15
2515227	DUPONT CIRCLE EAST BR	WASHINGTON	DC				1996-10-21	1996-10-21
845920	GEORGETOWN BR	WASHINGTON	DC				1982-08-09	1982-08-09
746625	UNION STATION BR	WASHINGTON	DC				1982-11-04	1982-n-04
1166453	FIRST LIBERTY NB	WASHINGTON	DC	111	1247099	20	1988-02-22	1988-02-22
2560562	GREENBELT BR	GREENBELT	MD				1997-03-17	1997-03-17
972237	TRANSATLANTIC BK	CORAL GABLES	FL	211	0	10	1985-10-04	1984-08-24
2493437	BIRD RD BR	MIAMI	E-L				1996-04-01	1996-04-01
1404995	CORAL GABLES BR	CORAL GABLES	FL				1989-07-03	1989-07-03
2354994	DOUGLAS RD BR	MIAMI	FL				1995-10-10	1995-10-10
1163920	FLAGLER STATION BR	MIAMI	FL				1988-01-19	1988-01-19
2502012	HIALEAH BR	HIALEAH	FL				1996-09-13	1996-09-13
2502003	NORTH MIAMI BR	NORTH MIAMI	FL				1996-09-13	1996-09-13
837037	CONTINENTAL NB OF MIAMI	MIAMI	FL	111	1129681	10	1974-05-10	1974-05-10
1157161	BIRD RD BR	MIAMI	FL				1986-09-22	1986-09-22
988331	DOWNTOWN BR	MIAMI	FL				1981-09-08	1981-09-08
927732	HIALEAH BR	HIALEAH	FL				1984-09-05	1984-09-05
836535	SWEETWATER BR	SWEETWATER	FL				1982-01-26	1982-01-26
931636	GULF BK	MIAMI	E-L	211	0	10	1989-06-28	1984-09-24
1829664	WEST DADE BR	MIAMI	FL				1989-06-28	1987-03-16
985732	HAMILTON BK NA	MIAMI	FL	111	1249990	99	1983-03-31	1983-02-07
925635	AIRPORT BR	MIAMI	FL				1984-12-10	1984-12-10
1839887	BRICKELL AVE BR	MIAMI	FL				1991-02-19	1991-02-19
1405200	EXECUTIVE OFF	MIAMI	FL				1989-12-01	1989-11-01
2658553	HAMILTON BK NA SAN JUAN BR	SAN JUAN	PR				1998-02-26	1998-02-26
2550116	SARASOTA BR	SARASOTA	FL				1997-03-03	1997-03-03

7-15.35a

Exhibit D

Public Outreach Documentation

7-15.30a

June 9, 2000

«Title» «FirstName» «LastName»
«Job»
«Company»
«Address»
«City», «State» «Zip»

RE: Santa Cruz METRO Disadvantaged Business Enterprise Program

Dear «Title» «LastName»:

The purpose of this letter is to request your assistance in making available the Santa Cruz Metropolitan Transit District's Disadvantaged Business Enterprise (DBE) Program Update to the business community.

The Santa Cruz Metropolitan Transit District receives federal financial assistance and established the DBE Program to ensure that small, minority- and women-owned firms have equal access to METRO's procurement process and contracting opportunities. The District recently updated the DBE Program to comply with current legislation and would like to receive comments from members of the DBE community who would likely participate in the District's procurement process as a DBE firm.

Enclosed with this letter is a copy of the Santa Cruz Metropolitan Transit District's DBE Program Update. The District welcomes written comments on the Update through July 15, 2000 and will receive verbal comments before the Board of Directors at a public hearing to be held June 16, 2000 at 9:00 am at the Santa Cruz City Council Chambers at 800 Church St., Santa Cruz.

I would appreciate your making this DBE Program Update available to members of the business community. If you have any questions, or would like additional copies of the DBE Program Update, please call me at 426-6080.

Thank you for your assistance.

Sincerely,

Thomas Hiltner
Grants/Legislative Analyst

Enclosure

7-15.37a

Title	FirstName	LastName	Job	Company	Address	City	State	Zip	Phone
Mr.	Bob	Dwyer	Executive Director	Pajaro Valley Chamber of Commerce	444 Main St.	Watsonville	CA	95076	724-3900
Mr.	John	Hile	Executive Director	Aptos Chamber of Commerce	7605 Old Dominion Ct.	Aptos	CA	95003	688-1467
Ms.	Toni	Castro	Executive Director	Capitola Chamber of Commerce	716 Capitola Ave.	Capitola	CA	95000	475-6522
Mr.	Lorin	Madeiros	Executive Director	San Lorenzo Valley Chamber of Commerce	P.O. Box 67	Felton	CA	95018	335-2764
Mr.	Joe	Miller	Executive Director	Scotts Valley Chamber of Commerce	4 Camp Evers Lane	Scotts Valley	CA	95066	438-1010
Mr.	Michael	Schmidt	Executive Director	Santa Cruz Chamber of Commerce	611 Ocean St.	Santa Cruz	CA	95060	457-3713 <i>Direct 457-3721</i>
Ms.	Debbie	Sultan	Finance Director	City of Santa Cruz	809 Center St., Room 107	Santa Cruz	CA	95060	420-5070
Mr.	Luis	De La Cruz	Executive Director	Latino Chamber of Commerce	23 Beach St.	Watsonville	CA	95076	728-2881

7-15.38a



Disadvantaged Business Enterprise (DBE) Program

Program Update

The Disadvantaged Business Enterprise (DBE) Program strives to attain non-discrimination in the award and administration of Department of Transportation assisted contracts. The Santa Cruz Metropolitan Transit District updated this program to ensure equal opportunity for small businesses owned or controlled by socially or economically disadvantaged individuals to participate in the District's procurement process.

The *Disadvantaged Business Enterprise (DBE) Program* is available for public review and comment. Comments will be received at a public hearing on June 16, 2000 at 9:00 am in the Santa Cruz City Council Chambers. Written comments will be accepted until July 15, 2000.

Ask for a copy of the District's *Disadvantaged Business Enterprise (DBE) Program* at this office, or call (831) 426-6080 to request a copy.

Submit comments on the DBE Program update by July 15, 2000 to:

Thomas Hiltner
Grants/Legislative Analyst
Santa Cruz Metropolitan Transit District
370 Encinal St., Suite 100
Santa Cruz, CA 95060
Questions ☎ (831) 426-6080

Santa Cruz Metropolitan
Transit District

May 24, 2000



FAXED
5/24/00
de

Register Pajaronian
Att: John Bartlett, Advertising
Fax #722-8386

RE: LEGAL AD - PUBLIC HEARING ON DBE PROGRAM UPDATE

Dear John:

Please publish the attached Public Hearing notice in both English and Spanish in your 5/30/00 and 6/3/00 issues, under the Legal Ad section.

In understand that the cost of these ads will be \$256.00. Please note Purchase Order #200222-A should be noted on the invoice

Please send two copies of the proofs of publication to:

1. Melanie Richards
SCMTD Finance Dept.
370 Encinal St., Suite 100
Santa Cruz, CA 95060
2. Dale Carr
SCMTD Administration Dept.
370 Encinal St., Suite 100
Santa Cruz, CA 95060

If you have any questions, please do not hesitate to contact me. Thanks for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Dale Carr".

DALE CARR

Administrative Services Coordinator

Enclosures: English/Spanish versions of ad

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080 FAX (831) 426-6117

F:\users\ADMIN\filest\A\Advertising\DBE\legal\AdPajaronian.doc METRO Online at <http://www.scmttd.com>

7-15.40a

May 24, 2000



FAKED
5/24/00
rc

Santa Cruz Sentinel
Att: Martha Martinez, Legal Ads
Fax #423-1154

RE: LEGAL AD - PUBLIC HEARING ON DBE PROGRAM UPDATE

Dear Martha:

Please publish the attached Public Hearing notice in both English and Spanish in your 5/30/00 and 6/4/00 issues, under the Legal Ad section

You quoted me an approximate cost of \$230 total for both versions in both issues. Please call me with the exact cost of these ads when **you** have it *so* I can update my department budget. Purchase Order #200221-A should be noted on the invoice

Please send two copies of the proofs of publication to:

1. Melanie Richards
SCMTD Finance Dept.
370 Encinal St., Suite 100
Santa Cruz, CA 95060
2. Dale Carr
SCMTD Administration Dept.
370 Encinal St., Suite 100
Santa Cruz, CA 95060

If you have any questions, please do not hesitate to contact me. Thanks for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Dale Carr".

DALE CARR
Administrative Services Coordinator

Enclosures: English/Spanish versions of ad

Public Hearing
Santa Cruz Metropolitan Transit District
DBE Program Update

The Santa Cruz Metropolitan Transit District Board of Directors will hold a public hearing on June 16, 2000 at 9:00 a.m. at the City Hall Council Chambers, 809 Center St., Santa Cruz, on its proposed Disadvantaged Business Enterprise (DBE) Program Update. The DBE Program is established to eliminate discrimination in awarding contracts assisted by the Federal Transit Administration. Members of the public may address the SCMTD Board of Directors on matters related to the DBE Program at this meeting.

Interested parties may view the proposed DBE *Program Update* at the address below or request a copy via telephone or e-mail. **Written** comments will be accepted through July 15, 2000. Please submit comments to:

Thomas Hiltner, Grants Analyst
Santa Cruz Metropolitan Transit District
370 Encinal St., Suite 100
Santa Cruz, CA 95060
thiltner@scmttd.com
(83 1) 426-6080

7-15.42a

SANTACRUZ METROPOLITAN TRANSIT DISTRICT

(Distrito de Tránsito Metropolitano de Santa Cruz)

AUDENCIA PÚBLICA

ACTUALIZACION DEL PROGRAMA "DBE"

La Junta Directiva del Distrito de Tránsito Metropolitano de Santa Cruz ("SCMTD") llevará al cabo una Audencia Pública en las Salas del Consejo Municipal del Palacio Municipal ("City Hall") de la Ciudad de Santa Cruz, 809 Center Street, Santa Cruz a las 9:00 de la mañana el día viernes, el 16 de junio del 2000, sobre la Presentada Actualización del Programa para Empresas Desfavorecidas ("Disadvantaged Business Enterprise" - "DBE"). Está establecido el Programa "DBE" con el propósito de eliminar la discriminación en el otorgamiento de contratos auspiciados por la Administración Federal de Tránsito ("Federal Transit Administration"). El público puede hablar durante esta audencia ante la Junta Directiva del SCMTD sobre asuntos relacionados con el Programa "DBE".

Los partidos interesados pueden revisar la Presentada Actualización del Programa "DBE" en la dirección anotada abajo o pueden solicitar una copia por medio de teléfono o correo electrónico. Se recibirán los comentarios escritos hasta el 15 de julio del 2000. Favor de entregar sus comentarios at:

Thomas Hiltner, Analista de Subvenciones
Distrito de Tránsito Metropolitano de Santa Cruz
370 Encinal Street, Suite 100
Santa Cruz CA 95060
thiltner@scmta.com
(831)426-6080

7-15.43a

IN THE SUPERIOR COURT of the STATE OF CALIFORNIA
in and for the County of Santa Cruz
CERTIFICATE OF PUBLICATION

No. 10176719

STATE OF CALIFORNIA }
 COUNTY OF SANTA CRUZ } ss

I, MIRNA TREJO
 hereby certify that the Watsonville Register-Journal,
 a newspaper of general circulation within the provisions
 of the Government Code of the State of California,
 printed and published in the City of Watsonville, County
 of Santa Cruz, State of California; that I am the principal
 clerk of the printer of said newspaper; that the

NOTICE

of which the annexed clipping is a true printed copy
 was published in said newspaper on the following dates,
 to wit:

MAY 30, & JUNE 3, 2000

I certify under penalty of perjury that the foregoing is
 true and correct, at Watsonville, California, on

the 3rd day
 of JUNE 2000

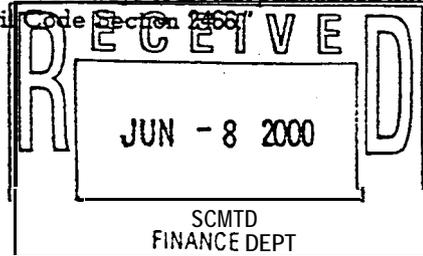
Mirna Trejo
 (Signature)

(Above space for filing stamp)

(Paste clipping of
 securely in this

Public Hearing Santa Cruz Metropolitan Transit District
DBE Program Update
 The Santa Cruz Metropolitan Transit District Board of Directors will hold a public hearing on June 16, 2000 at 9:00 a.m. in the City Hall Council Chambers, 809 Center Street, Santa Cruz, to discuss proposed Disadvantaged Business Enterprise (DBE) Program Update with the DBE Program established to eliminate discrimination in awarding contracts assisted by the federal transit Administration. Members of the public may address the SCMTD Board of Directors on matters related to the DBE Program at this meeting. Interested parties may view the proposed DBE Program Update at the address below or request a copy via telephone or e-mail. Written comments will be accepted through July 15, 2000. Please submit comments to: Thomas Hiltner, Grants Analyst, Santa Cruz Metropolitan Transit District, 370 Escondido Street, Suite 1100, Santa Cruz, CA 95060. thiltner@scmtd.com (831) 426-6080. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (Distrito de Transito Metropolitano de Santa Cruz) AUDIENCIA PUBLICA ACTUALIZACION DEL PROGRAMA "DBE". La Junta Directiva del Distrito de Transito Metropolitano de Santa Cruz ("SCMTD") llevara al cabo una

"Proof of Publication must be filed with the County Clerk's Office within 30 days of the last publication date, pursuant to Civil Code Section 2460"



7-15.44a

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF APPOINTMENT OF BARBARA SCHALLER TO THE METRO USERS GROUP

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors appoint Barbara Schaller to the Metro Users Group.

II. SUMMARY OF ISSUES

- Twenty members are authorized to serve on MUG
- One vacancy exists

III. DISCUSSION

The composition of MUG was designed to provide representation for the entirety of Santa Cruz County.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Application of Barbara Schaller

**Application for Participation
in the Metro Users Group Commit-tee**

Name Barbie Schaller

Address (with zip code) 4 Blackburn St. apt 109
santa cruz ca. 95060

Day Time Phone 471-0914 (w/ans-machine)

How Often do you use the Metro? an average of 5 + times
a week - sometimes several times a day

What are your Particular Transit Interests? _____

The Metro Routes to accommodate Seniors
Left Line and other Senior Transportation
I am the representative to 7-L Transportation
Commission from the Seniors Commission
in Santa Cruz County

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: CONSIDERATION OF ACCEPTANCE OF DONATION OF BIKE BENCHES FROM THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ

I. RECOMMENDED ACTION

Accept the donation of bike benches from the University of California, Santa Cruz

II. SUMMARY OF ISSUES

- On September 27, 1995, the University of California at Santa Cruz entered into a grant agreement with the Santa Cruz County Regional Transportation Commission as part of the annual Surface Transportation Program in order to implement an off-campus bicycle parking program
- On November 21, 1997, the Board of Directors authorized the general manager to execute an Agreement between the Santa Cruz Metropolitan Transit District and the Regents of the University of California (Santa Cruz) to facilitate implementation of the bicycle parking grant program. At this time the Board of Directors was informed that the City of Santa Cruz would be responsible for maintenance of the bicycle benches after they were installed.
- Twenty bike benches have been purchased and installed by Transit District personnel at various transit bus stops serving the University campus as part of this bicycle parking grant program.
- At this time, the University would like to transfer ownership of these bike benches to the Transit District because they are located within the Transit District's bus stops at off-campus locations.
- According to Wes Scott, University Director of Transportation and Parking Services, the transfer would include the responsibility for maintenance by Transit District staff.

III DISCUSSION

The University of California in Santa Cruz received funding from the Surface Transportation Program in the amount of \$13,280 to implement an off-campus bicycle parking program. The purpose of the program was to provide additional bicycle parking at various locations along transit routes serving the University. The University and the Santa Cruz Metropolitan Transit District entered into an agreement to jointly implement the program. At the time the agreement was entered into many transit stops on routes serving the University did not have adequate

bicycle parking facilities. Oftentimes, the bike racks on the buses were full and riders/bus passengers had to leave their bikes at bus stops.

The grant funds for the project were used to purchase and install bike benches at various bus stops. Each bike bench was designed to secure four bicycles. Project funds were also used to install two "coat-hanger style bike racks already owned by the University. These racks accommodate 10 bicycles. The Facilities Maintenance Department purchased and installed the bicycle benches for this program.

At this time, the University would like to transfer ownership of these bike benches to the Transit District, as they are located within the Transit District's bus stops, except those located at Bay and Mission. According to Wes Scott, University Director of Transportation and Parking Services, the transfer would also include maintenance of the bicycle benches by Transit District staff, even though when the agreement with the Regents was originally executed, the Transit District was told that the City of Santa Cruz had agreed to maintain the bike benches after installation. According to Wes Scott and Teresa Buika, UCSC, it was always the intention of the University and the Transit District to have the Transit District maintain the bike benches transferred to them, once they were installed. Apparently, the agreement was unclear in this regard. The City of Santa Cruz will be responsible for the maintenance of the bus stop bike benches at Bay and Mission.

Public Utilities Section 98233 authorizes the Transit District to acquire real and personal property of every kind within or without the District necessary to the full or convenient exercise of its powers.

III. FINANCIAL CONSIDERATIONS

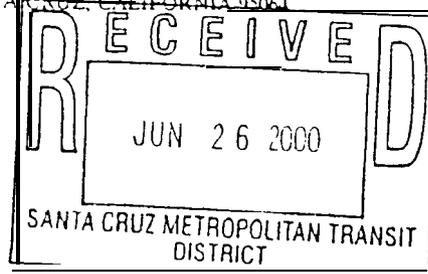
The University received \$13,280 in grant funding for this project. The total costs incurred by the Transit District was \$16,121, including Transit District labor costs. The Transit District was reimbursed for its time and materials in the amount of \$13,280.

V. ATTACHMENTS

- Attachment A:** Letter dated June 5, 2000 from Wes Scott, University Director of Transportation and Parking Services
- Attachment B:** List of bus stop locations that were improved with bicycle benches from this program
- Attachment C:** List of Transit District employees who facilitated implementation of this program
- Attachment D:** Final financial close-out for grant funded bicycle bench program prepared by the Finance Department.
- Attachment E:** Letter dated July 10, 2000, from Teresa Buika, UCSC TAPS regarding donation and maintenance of bike benches.



SANTA CRUZ, CALIFORNIA 95061



June 5, 2000

Les White
General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

RE: Donation of bike benches installed under sub-award 33065-C

ORIG:	<i>LES</i>
CC:	<i>DAVID</i>
FILE TO:	

Dear Mr. White:

As you are aware, your staff has installed 20 bike benches at various transit stops serving the University campus as part of a Surface Transportation Project (STP) grant we received from the Santa Cruz County Regional Transportation Commission a few years ago. You may recall that we entered into Sub-award Agreement (93065-C) to contract with the District to install these bike benches.

At this time, the University would like to transfer ownership of these bike benches to the District as they are located within your transit stops off campus and will be best served and maintained by your staff.

We are very grateful to the Santa Cruz Metro staff, in particular David Konno, for an excellent job done in designing this project and installing these bike benches/racks in areas serving the University community.

If you have any questions or concerns regarding the donation of these bike benches to the Transit District, please contact me at 459-4289 or Teresa Buika of my staff at 459-3826.

Sincerely,

Wes Scott
Director, Transportation and Parking Services

CC: Dave Konno, SCMTD
Linda Wilshusen, SCCRTC

**LIST OF BUS STOP LOCATIONS THAT WERE IMPROVED WITH
BICYCLE BENCHES FROM THTS PROGRAM**

BUS STOP ID	STREET LOCATION	DIRECTIONAL LOCATION
1231	Bay/Nobel	Farside/Southbound
2090	High/Cardiff	Mid block/Westbound
2091	High/Cardiff	Mid block/Eastbound
1512	High/Moore	Farside/Eastbound
1513	High/Moore	Northbound/Westbound
1619	Mission/Almar (Miramar)	Mid block/Eastbound
1870	Swanton/Delaware	Farside/Southbound
1892	Water/Ocean (Co. Bldg.)	Mid block/Eastbound
1893	Water/Ocean	Farside/Eastbound
1848	Soquel/State Park	Northbound/Eastbound
2562	Watsonville TC	
2598	Watsonville TC	
1143	Main/Green Valley	Northbound/Westbound
1140	Main/Pennsylvania	Northbound/Westbound
1226 *	Bay/Mission	Farside/Northbound

* The bike benches at Bay and Mission are being donated to the City of Santa Cruz, who will maintain them.

ATTACHMENT B

7-19-16

Attachment C

List of Transit District Employees who facilitated implementation of this program.

Richard Nelson	Fac. Maint. Supervisor
Jim Hobbs	Fac. Maint. Worker III
Michael Boyd	Fac. Maint. Worker II
Glenn Bartz	Fac. Maint. Worker II
Ken Brown	Fac. Maint. Worker II
Neil Bailey	Fac. Maint. Worker I
Carlos Carrera	Fac. Maint. Worker I
Larry Pyle	Fac. Maint. Worker I (retired)
David Konno	Fac. Maint. Manager
Tom Hiitner	Transit Planner
Marilyn Fenn	Assistant Finance Manager
Soozie Traylor	Purchasing
Mark Dorfman	Assistant General Manager

Santa Cruz Metropolitan Transit District

b-Award Agreement No. 93065-C Surface Transportation Program (STP)

WO#		Materials	Labor	
			Hrs	Wages & Fringe
25386	Grant		0.5	\$ 15.14
25776	UCSC Installation	\$ 350.87	58.0	1,755.66
26043	Reciving & Stow		12.0	363.24
26096	Field Work	\$ 303.27	68.0	2,058.36
26459	Bay & Mission			-
27065	High & Cardiff	\$ 24.35	13.0	393.51
27090	SV, HWY 1			
27281	Installation of Benches	\$ 285.00	52.6	1,591.90
	Subtotal Hours		204.1	
	Admin Support		18.3	555.03
		<u>\$ 3,490.00</u>		<u>6,732.83</u>

7-19-2d

UNIVERSITY OF CALIFORNIA, SANT

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SA

post-it' Fax Note 7671	Date 7 10 00 # of pages 9
To Margaret Gallagher	From Teresa Buika
Co./Dept. SCMTD	Co. UCSC TAPS
Phone # 426 6080	Phone # 459 3826
Fax # W-4 6117	Fax # 459 3878

TRANSPORTATION & PARKING SERVICES

SANTA CRUZ, CALIFORNIA 95064

MEMORANDUM

TO: Margaret Gallagher, SCMTD

FROM: Teresa Buika, UCSC TAPS 

RE: Donation and Maintenance of Bike Benches

The intent of this memo is to clarify the University's request to donate the bike benches that were installed at SCMTD bus shelters under Subaward Agreement 93065-C Under the Project Description of our Agreement in Appendix A (attached), it does make a statement that says the City of Santa Cruz would be responsible for maintaining all bike parking facilities *on* City property and easements. This was referring to bike racks and other bike parking facilities planned for the Bay Street corridor, not including bike benches, although I can see that this is not entirely clear. Unfortunately, this project has gone through so many manifestations during the planning years-and change in staff at the SCMTD. Originally, this paragraph was in reference to bike parking facilities that were planned for a new bus stop that the City, SCMTD and the University were planning at the Bay Street entrance to Trescony Park. The original plan was to have the Metro construct a new bus shelter and pullout there, while the University was to install more bike racks for bike parking at that site. In addition, more bike parking was to be installed at the Bay/Mission site (which was completed with this grant.)

The last paragraph of this Attachment says "In addition, the University will work with the Metro to install numerous bike benches.. .) at routes serving the University. The bike bench portion of this work was always planned as a separate item of this contract. Although the writing is not entirely clear, I feel confident that David Konno (my Metro contact on this project) would agree that it was the SCMTD's intent to maintain the bike benches at Metro stops once installed (knowing too that we would be donating them to the SCMTD.) The original budget for the project also showed the University paying for a total of 20 bike benches at a cost of \$275 each. In the end, the Final Invoice shows a cost of \$421 per bike bench. A phone conversation with David Konno clarified for me that the SCMTD was still planning to install 20 bike benches, although the Metro would be covering the additional costs that exceeded our grant amount of \$13,280. The University has paid the SCMTD in full for the grant amount in this Subaward agreement.

I have attached a listing of locations of the bike benches in the June, 1999 Progress Report submitted from your staff. Clearly, the City of Santa Cruz would not have

jurisdiction to maintain bike racks located within the County or the City of Watsonville. David Konno can perhaps provide you with a final listing of bike benches installed under this agreement.

In hindsight, it is clear now that we should have rewritten this project description once the project took a more definite shape. I hope this memo clears this matter up and that the SCMTD indeed will accept the University's donation of the bike benches and will agree to maintain the bike benches for the life of the facilities.

It has been my pleasure working with SCMTD staff on this project. I *am sorry* for any confusion this has caused. If you have any further questions regarding this matter, please feel free to contact me at 459-3826 or at tabuika@cats.ucsc.edu.

Cc: David Konno, SCMTD

ATTACHMENT' A

Project Description

The UCSC TAPS department is the lead agency on this off-campus bicycle parking project which will place additional bicycle parking racks at various locations along transit routes serving the University. This intermodal project will be coordinated in conjunction with the Santa Cruz Metropolitan Transit District (SCMTD), who will be upgrading transit stops and will be designing the transit stops to include the additional bicycle parking. All of the bicycle parking will be placed on City of Santa Cruz-owned lands or within City easements. The City of Santa Cruz has agreed to be responsible for all maintenance of the bicycle parking facilities once installed.

Currently, it is proposed that the Metro will install UC-owned coat-hangar style bike racks at the Bay Street/Trescony Park bus stop and the Bay/Mission bus stop. Future locations may be identified depending on funds availability and need.

In addition, the University will work with the Metro to install numerous bike benches (seating combined with bike parking) at bus stops serving the University community. This number is to be determined based on need and is currently being surveyed. Routes to date include the #1, #2, #3, #12, and #91 Express but may be expanded based on need.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT ON BEHALF OF SCMTD WITH COLLEEN COSBY AND BRONSON BAKER D/B/A BREW BAR FOR A KIOSK SPACE AT THE SANTA CRUZ METRO CENTER

I. RECOMMENDED ACTION

Authorize the general manager to execute a lease agreement on behalf of SCMTD with Colleen Cosby and Bronson Baker d/b/a BREW BAR for a kiosk space at the Santa Cruz Metro Center

II. SUMMARY OF ISSUES

- Colleen Cosby and Bronson Baker d/b/a BREW BAR have been long time tenants at the Santa Cruz Metro Center.
- Ms. Cosby and Mr. Bronson are interested in continuing to lease a kiosk space at the Santa Cruz Metro Center.
- District staff is currently negotiating with Ms. Cosby and Mr. Bronson on a lease agreement for a kiosk space.
- The outstanding issues are how much rent should be charged and whether an annual cost of living increase should be built into the lease or whether the rent should remain constant until the Brew Bar's gross income reaches a certain amount.

III. DISCUSSION

Colleen Cosby and Bronson Baker d/b/a BREW BAR have leased a kiosk at the Santa Cruz Metro Center for many years. They have paid their rent in a timely fashion and have complied with all the lease terms. The rent has remained constant at \$900 per month since at least 1990 when the Transit District imposed a 29% decrease in transit services. Ms. Cosby and Mr. Baker consider the \$900 inn rent to be a premium rent for the area and the square footage of the kiosk. Additionally, they have advised that their profits fell substantially at the time of the 1990 service cuts and only now are they beginning to see a return to the profit levels that they were enjoying before the service cuts. Ms. Cosby and Mr. Bronson are proposing that the rent remain constant at the \$900 level until the business experiences an increase in profits. They will be proposing exactly how and when the rent would increase prior to the Board Meeting on the 14th of July. Their proposal will be presented at that Board meeting.

David Konno, the Manager of Facilities Maintenance, issued a Request for Proposals for the Metro Center leased space. He has advised that the only viable proposal for the kiosk space is from Colleen Cosby and Bronson Baker.

IV. FINANCIAL CONSIDERATIONS

The proposed rent is \$900 per month with an increase at a point in time to be proposed at the July 14th Board Meeting.

V. ATTACHMENTS

None



July 17, 2000

SCMTD
Santa Cruz, CA

Dear Margaret Gallagher,

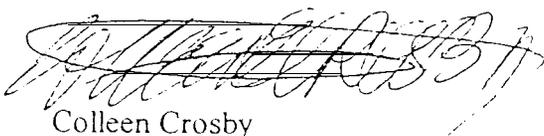
We are requesting that the new BrewBar rent at the Metro Center be at \$900.00 per month or 6% of sales, whichever is greater. The monthly rate of \$900 is 6% of \$15,000. For several years our monthly sales total varied between \$11,000 and \$12,000, although recently they have begun improving. Prior to 1992 we had sales in excess of \$15,000 per month. Thus, as our sales climb back toward this level our rent would increase beyond current levels.

We feel we have been paying a premium over market levels on rent for a number of years already and that increasing it from this point with no relation to sales would be difficult for us. We understand that the SCMTD justly needs to see increased rent with the completion of improvements. We feel that percentage rent is the fairest way to achieve a situation that works for SCMTD and SCCR Co, BrewBar. If the sales grow we both benefit, if they don't we are still paying a premium rent by market standards.

To address sales verification, we suggest providing you with a copy of our deposit account for BrewBar sales with each month's rent payment and have available for your inspection the BrewBar's register journal.

Thank you,


Bronson Baker


Colleen Crosby
BrewBar

SCCR - 33 1 Locust St, Watsonville, 95076 - (831) 459-0400

THE SANTA CRUZ
COFFEE ROASTING COMPANY
SANTA CRUZ, CALIFORNIA

7-18-1a

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: **CONSIDER AUTHORIZING THE GENERAL MANAGER TO EXECUTE ON BEHALF OF SCMTD A LEASE AGREEMENT WITH FILIBERTO PORRAS, D.B.A. LA MISSION RESTAURANT, FOR THE RESTAURANT SPACE AT THE SANTA CRUZ METRO CENTER EFFECTIVE JULY 21, 2000.**

I. RECOMMENDED ACTION

Authorize the general manager to execute on behalf of SCMTD a Lease Agreement with Filiberto Porras, d/b/a La Mission Restaurant, for the restaurant space at the Santa Cruz Metro Center effective July 21, 2000.

II. SUMMARY OF ISSUES

- Filiberto Porras currently rents a kiosk vending Mexican food at the Santa Cruz Metro Center.
- He has been a reliable tenant since his tenancy with the District began. He pays his rent and abides by all of the terms and conditions of the Landlord/Tenant Lease Agreement.
- Mr. Porras has demonstrated an interest in expanding his business by leasing the restaurant space at the Santa Cruz Metro Center.
- His restaurant would compliment the Santa Cruz Metro Center.

III. DISCUSSION

David Konno, Manager of Facility Maintenance, issued a Request for Proposals regarding the lease space at the Santa Cruz Metro Center in compliance with federal and state competitive bidding requirements. According to Mr. Konno, Mr. Porras' proposal for the restaurant space is the only proposal that is viable at this time. Mr. Porras has reviewed the proposed Lease Agreement and has agreed to all its terms. Mr. Porras would pay rent in the amount of \$2000.00 per month. Mr. Porras currently rents a Kiosk vending Mexican food at the Santa Cruz Metro Center. If this restaurant lease is approved, he would also continue to lease the Kiosk space.

IV. FINANCIAL CONSIDERATIONS

Rent for the restaurant space is \$2000 per month with annual CPI adjustments

V. ATTACHMENTS

Attachment A: Draft Transit Center Lease Agreement between Filiberto Porras, d/b/a La Mission Restaurant, and SCMTD.

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

DRAFT

THIS LEASE is made on July 21, 2000, between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California ("Landlord"), whose address is 370 Encinal, Suite 100, Santa Cruz, California, 95060, and, **Filiberto Porras d/b/a La Mission Restaurant-Consolidated** ("Tenant"), whose address is 920 Pacific Avenue, Santa Cruz, California, 95060, 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 Metro Center (hereinafter "Center"). Said real property includes, without limitation, "Premises" which consists generally of 1092 square feet of the interior space and 649 square feet of exterior space in the building commonly known as the Metro Center. The Premises are outlined in Exhibit A in yellow.
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating, generally a Mexican Restaurant.
4. Tenant has examined the Premises and is fully informed of their condition.

ARTICLE 1: PREMISES**1.1 General**

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

1.2 Airspace Rights

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

ARTICLE 2: TERM**2.1 Fixed Term**

The term shall commence on July 21, 2000 and shall expire at 12:01 a.m. on July 20, 2005, unless sooner terminated in accordance with the provisions herein.

2.2 Inability to Deliver Possession

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

2.3 Option to Extend Term

Tenant shall have one (1) option to extend the term of its lease for an additional five (5) year period under the same terms and conditions specified herein provided Landlord receives written notification from Tenant exercising said option not later than **one hundred** eighty (180) days prior to the expiration of the initial five (5) year term. Tenant shall have no other right to extend the term beyond the option to extend the term as described herein.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTER LEASE AGREEMENT

DRAFT

2.4 Tenant's Notice and Default

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

2.5 Extension Option Not Separately Assignable

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

ARTICLE 3: RENT

3.1 Minimum Monthly Rent

Tenant shall pay to Landlord as minimum monthly rent, without deduction, **setoff**, prior notice, or demand, the sum of two thousand dollars (~~\$2000.00~~), which is subject to adjustment as provided in Section 3.2, per month in advance on the first day of each month commencing on July 1, 2000. Minimum monthly rent for the first month or portion thereof shall be paid on the day that Tenant's obligation to pay minimum monthly rent commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

3.2 Periodic Cost-of-Living Adjustment

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

7-17.2a

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

DRAFT

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 year 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. 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 results which would be obtained if the index had not been discontinued or revised.

3.3 Refund of Prepaid and Unearned Minimum Monthly Rent

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

3.4 Due Dates and Delinquent Dates for Rent Payments

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

3.5 Late Rent Charges

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

3.6 Taxes Paid by Tenant; Additional Rent

- a. Tenant agrees to pay before delinquency all taxes, assessments, license fees, and other charges which at any time may be levied by the State of California, County of Santa Cruz, City of Santa

7-13.3a

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

DRAFT

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

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

3.7 Payment for Permits

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

3.8 Negation of Partnership

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

3.9 Payment of Rent

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

Santa Cruz Metropolitan Transit District
Attention: Finance Department
370 Encinal Street, Suite 100
Santa Cruz, CA 95061-2101.

ARTICLE 4: SECURITY DEPOSIT

Tenant shall deposit with Landlord four thousand dollars (~~\$4000.00~~), 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. Tenants 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 securii 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.

7-17-10

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTERLEASE AGREEMENT**

DRAFT

ARTICLE 5: USE: LIMITATIONS ON USE

5.1 use

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

5.2 Limitations on Use

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

5.2.1 Cancellation of Insurance; Increase in Insurance Rates

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. If the rate of any insurance (including, without limitation, any fire, casualty, liability, or other insurance policy insuring Landlord, Landlords 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.

7-17.5a

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

DRAFT

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

5.2.2 Deliveries

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

5.2.3 Waste; Nuisance

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

5.2.4 Overloading

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

5.2.5 Hours of Operation

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

7-17.6a

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

DRAFT

request to the Board of Directors of Landlord for any change or to temporarily close its business. The decision of the Board of Directors shall be final and binding

5.2.6 Rules and Regulations/Common Area

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

5.2.7 Limitation

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

ARTICLE 6: MAINTENANCE

6.1 Landlord's Maintenance

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

7-17-12

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

DRAFT

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 i.e. light bulbs.), and **periodic** services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.
- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

ARTICLE 7: REPAIRS AND ALTERATIONS

- a. Tenant will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first had and obtained, and consent for same shall not be unreasonably withheld by Landlord. Any alterations or improvements made shall remain on and be surrendered with the Premises on expiration or **termination** of the term, except that **Landlord** can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its **cost** shall restore the Premises to the wndiin 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, Tenants agents, employees, customers or invitees.
- c. Tenant shall, except for the intentional or negligent acts or omissions of Landlord, its agents, or employees, at its sole **cost** and expense, at all times during the term hereof, keep and maintain the Premises, the improvements thereon and every part thereof (including but not limited to plate glass, heating, ventilating, and air conditioning equipment, store fronts and doors, awnings and roll-up doors) in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto.
- d. Landlord may, at any time and for any reason during the term and any extensions thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise **modify** any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenanfs 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

7-17-8a

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

DRAFT

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 Landlords option, become the property of Landlord or Landlord, at its option, may remove said trade **fixtures** and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

ARTICLE 9: UTILITIES AND SERVICES

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

- a. Tenant shall make all arrangements for and pay **for** all utilities and services furnished to or used by it, including, without limitation, gas, electric, water and telephone service, and for all connection charges and taxes;
- b. If Landlord is required to construct new or additional **utility** installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- d. Tenant shall reimburse Landlord on a monthly basis (**or** other period as may be established by Landlord) for Landlord's **costs** in furnishing trash collection services to the premises at the rate of eleven (11%) per cent of Landlord's **cost**, which shall be billed to Tenant. Tenant shall pay for such services within ten (10) calendar days from the date Landlord bills Tenant. If Landlord determines that Tenant's trash collection **costs** should be increased due to Tenants actual use of the service, Tenant shall be provided with 10 days notice of such increase.
- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- f. Utility charges may be separately determined by Landlord based on **utility** rating of Tenant's use of premises and the common areas, as a percentage of the total **utility** use by those sharing the same meter, or as metered use. Landlord shall bill the Tenant as deemed appropriate (**i.e.** if the kiosks are both leased than electrical is 50% of the concession island bill, water is 50% of the concession island water bill and gas is 50% of the concession island bill). If deemed appropriate by Landlord, Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- g. Landlord can discontinue, without notice to Tenant, any of the **utilities** or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as **provided** in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Tenant's Indemnification of District

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

7-17-9a

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

DRAFT

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 Tenants failure to meet its obligations under this lease.

10.2 Liability Insurance

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

10.3 Fire and Other Perils Insurance

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

7-17-10a

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

10.4 Tenant's Fire and Malicious Mischief Insurance

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

10.5 Plate Glass Insurance

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

10.6 Tenant's Business Interruption Insurance

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

10.7 Proof of Insurance

Tenant shall provide proof of insurance evidencing at lease 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.

7-17.11a

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

DRAFT

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

ARTICLE 11: DESTRUCTION

DAMAGE OR DESTRUCTION

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

ARTICLE 12: ASSIGNMENT

12.1 ASSIGNMENT AND SUBLETTING

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenants leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenants employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlords 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)

7-17-12a

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

DRAFT

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

ARTICLE 13: DEFAULT

13.1 Tenant's Default

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

13.2 Landlord's Remedies

13.2.1 Cumulative Nature of Remedies

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

13.2.2 Tenant's Right to Possession Not Terminated

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

7-17-13a

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

DRAFT

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

- b. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:
1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
 2. Second, all **costs**, including for maintenance, incurred by Landlord in reletting;
 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 reletting 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 reletting is less than the rent due on that date, Tenant **shall** pay to Landlord, in addition to the remaining rent due, all **costs**, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the **re-letting** as provided in this Article.

13.2.3 Termination of Tenant's Right to Possession

- a. Landlord can terminate Tenant's right to possession Of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate **this** lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not **constitute** a termination of Tenants **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 Tenants 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

7-17-14a

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

DRAFT

paid, and shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 14: SIGNS

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent **and** any necessary approval **from** the City of Santa Cruz. Any signs approved by Landlord and placed on the Premises shall be at Tenants sole cost. Landlord at Tenants cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.
- b. Tenant shall not, without Landlords 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 Landlords 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.

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

7-17-15a

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

DRAFT

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 (46) 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: Secretary/General Manager

Tenant: Filiberto Porras
d/b/a La Mission
1719 Mission Street
Santa Cruz, CA 95060
(831) 4263664.

ARTICLE 18: WAIVER

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

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

7-17-16^a

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

DRAFT

shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.

- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.
- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

19.2 Holding Over

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

ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 General Conditions

20.1.1 Time of Essence

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

20.1.2 Corporate Authority

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

20.1.3 Successors

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

20.1.4 Rent Payable in U.S. Money

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

7-17-17a

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

DRAFT

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 of 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-Incororation 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, extend, 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 Drua and Alcohol Policy

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

20.1 .11 Smoke Free

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

20.1.12 Information Form

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

20.1 .13 Termination for Convenience

The lease may be terminated by the Landlord upon fiieen (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.

7-17-18a

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTERLEASE AGREEMENT**

DRAFT

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 Tenants 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 Landlords property.
- 20.1.17.3 Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 20.1.17.4 Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – **25249.13**. Tenant will ensure that clear **and** reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- 20.1.17.5 Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and **costs**.
- 20.1.17.6 Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any an all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as 'Claims':
 - (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

7-17-19a

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

DRAFT

any way connected with the environmental condition of the Premises caused by
Tenants or Subtenants actions.

20.1.18 All Amendments in Writing

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

20.1.19 Responsibility for Equipment

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

20.1.20 Equipment

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

20.1.21 Nondiscrimination

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

20.1.22 Liens

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

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

20.1.23 Intearated Aareement: 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 meanings:**

7-17-20a

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSIT CENTERLEASE AGREEMENT**

DRAFT

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

7-17-21a

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

DRAFT

- 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 the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. PUBLIC AREA: Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord. Public area is the common area.
- r. RENT: Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. RESTORATION: The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. SUBSTANTIAL COMPLETION: Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.
- u. SUCCESSOR: Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. TENANTS IMPROVEMENT: Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. TENANTS PERSONAL PROPERTY: **Tenant's** equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit E.
- x. TENANTS TRADE FIXTURE: Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit E.
- y. TERM: The period of time during which Tenant has a right to occupy the Premises.
- z. TERMINATION: The ending of the term for any reason before expiration, as defined here.

20.1.27 Cautions

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.

7-17-22

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

DRAFT

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

ARTICLE 22: AUTHORITY

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

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

LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: _____
LESLIE R. WHITE, Date
Secretary/Genera-Manager

TENANT-Filiberto Porrás d/b/a La Mission Restaurant-Consolidated

BY: _____
FILIBERTO PORRAS, Date
Owner

Approved as to Form:

BY: _____
MARGARET GALLAGHER, Date
District Counsel

- Exhibit A - Floor plan
- Exhibit B - Menu, hours of operation
Closure for Transit District Holidays-Thanksgiving (4th Thursday in November),
Christmas (December 25), New Year's Day (January 1)
- Exhibit C - Rules **and** Regulations
- Exhibit D - Tenant Personal Property

7-17.23a

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Paul Chandley, Human Resources Manager
SUBJECT: PRESENTATION OF ANNIVERSARY AWARDS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYEE RECOGNITION

TEN YEAR

Marilyn Rodgers, Administrative Secretary/Supervisor

FIFTEEN YEARS

None

TWENTY YEARS

John Fuentes, Bus Operator

TWENTY-FIVE YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: CONSIDERATION OF EASTERN BUS ACCESS TO THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ PER A REQUEST BY DOUG DEITCH

I. RECOMMENDED ACTION

Accept and File Attached Eastern Access Fact and Opinion Sheet and Mayor Katherine Beiers' Statement in Response to the Agreement between the City of Santa Cruz and the University of California at Santa Cruz.

II. SUMMARY OF ISSUES

- Pursuant to the Board's request at the June 16, 2000 meeting, the attached documents are supplemental to the staff report submitted by Les White, General Manager, regarding Eastern Bus Access to the University of California, Santa Cruz.

III. DISCUSSION

- Mr. Doug Deitch requested that this item be continued until he gathers further information regarding this request.
- To date, no further information has been submitted by Mr. Deitch.

IV. FINANCIAL CONSIDERATIONS

- None

V. ATTACHMENTS

Attachment A: Eastern Access Fact and Opinion Sheet

Attachment B: Mayor Katherine Beiers' Statement in Response to the Agreement between the City of Santa Cruz and the University of California at Santa Cruz

Eastern Access Fact and Opinion Sheet

The notion of an “Eastern Access” -a new road entering the UCSC campus from the east-has been often mentioned as a “solution” to **traffic** congestion problems in the vicinity of the campus. The following summary of the history of the “eastern access” proposal shows that it is an idea that is (a) technically infeasible, (b) environmentally damaging, (c) prohibitively expensive, and (d) legally and politically **difficult**. It does not constitute a reasonable basis for planning, and therefore deserves to be dismissed. Although university administrators have recently asserted publicly that they intend to push forward with such a proposal, they privately admit that the probability that it will be constructed is “zero”.

Sources for this document include the 1964 Santa Cruz City General Plan, a 1987 report from the UC Regents Committee on Finance, the “Purchase and Sale Agreement” that governed the sale of the Pogonip to the City of Santa Cruz, and the Environmental Impact Report covering the Pogonip Master Plan.

A brief history of the “Eastern Access”

The concept of a new road from “the vicinity of the junction of State Routes 9, 17 and 1 and a point on the eastern perimeter of the proposed campus area”, was first proposed in 1961, when Santa Cruz County and the University of California, in preparation for the creation of the new UCSC campus, executed an agreement that a six-lane road with a divided center strip be engineered, built, and maintained by the County, in accordance with Santa Cruz County highway requirements. Such a road would traverse the Pogonip, **starting** from an unspecified location on Route 9, to a point on Glen Coolidge Drive.

This was during an era when the General Plan for the City of Santa Cruz was envisioning unrealistic highway interchanges not only at the intersection of Routes 1 and 9, but also at Mission and Chestnut, at Mission and Bay, and at Route 1 and Western Drive. This plan also envisioned grade separations at High and Highland Streets, at Mission and Walnut, and at Mission and Laurel. It also envisioned a divided roadway in Moore Creek Canyon-land now in the Santa Cruz Greenbelt.’

“In August 1974, the campus made a request that the County prepare an Environmental Impact Report as a first step [toward building an eastern access], and the County responded by tendering Requests for Proposals for the preparation of an EIR. It became apparent that alternative alignments, as proposed by County staff, would have overwhelming negative

¹ See “General Plan for Future Development, City of Santa Cruz, California”, dated April 14, 1964, page 22.

environmental impacts which would prove unacceptable, and that an EIR probably could not withstand a court challenge. Therefore, campus administration determined that it was prudent not to pursue the issue further at that time.”²

In 1979 the Greenbelt Initiative, which included the Pogonip in City Greenbelt lands. was passed by the voters. At the request of the UC Campus, the County completed a reassessment of two of the proposed “eastern access” alignments, an assessment concluding that either of the routes would be extremely expensive, would have severe environmental impacts, and would provide only limited relief to the City’s **traffic** problems.

In the spring of 1987, following three years of discussion by the 20-member Pogonip Advisory Committee (a committee formed by the Cowell Foundation to make recommendations as to possible future uses of the Pogonip), the Cowell Foundation agreed to sell the Pogonip property to the City (or possibly a Parks District) for \$15 million, using funds that would be available if a proposed statewide initiative measure (Proposition 80, the **CALPAW** initiative) were passed by the voters.

Proposition 80 was passed in 1988, and the Pogonip was sold to the City in 1989. At the request of the university, an option was incorporated in the Purchase and Sale **Agreement** between the City and the Cowell Foundation, jointly to the City of Santa Cruz and the University of California, to locate an “eastern access” road to UCSC over the Pogonip property, with a precise alignment to be determined through appropriate studies. The agreement mandated that the option would expire on January 1, 1999 if it were not exercised prior to that date.

Preparation of a Pogonip Master Plan commenced in 1992 with the formation of the City’s nine-member Pogonip Task Force, and concluded in 1998. The University submitted comments on the draft **EIR** for the Master Plan in April 1998. The University requested that the Master Plan acknowledge the existence of the joint option for a relocatable easement for an “eastern access” road through the Pogonip. The Pogonip Master Plan does not propose or provide for an “eastern access” road.

In an April 16, 1998 memo to the City Manager, the City Attorney noted that since the joint option was to expire on January 1, 1999, it was “probably not feasible” in the remaining seven and a half months for the option to be legally exercised in compliance with the California Environmental Quality Act. To do so, a precise alignment would have to be plotted and the ensuing “project” would have to undergo CEQA review, all with the joint agreement of the University and the City. Thus, the memo noted, the Pogonip Master Plan correctly omits any reference to the development of the road.

² This quoted paragraph is from a UC Regents’ Committee on Finance report dated September 17, 1987.

9-A-2

Conclusion

Given that the joint option has now expired, any future proposal for an “eastern access” road would require a completely new process, certain to be complex and lengthy. The current City General Plan also requires that any proposal for an “eastern access” road over the Pogonip be submitted to the voters of the City for their approval or disapproval. Also with the expiration of the joint option, it may now be necessary to determine whether an “eastern access” road is legally consistent with the terms of Proposition 80, under which the Pogonip was purchased by the City, using State funds. Furthermore, since the Pogonip property has been annexed to the City, the County no longer has the jurisdictional authority to build the road, and so may no longer be in a position to carry out the original 1961 agreement.

Even if all the legal and **political** problems could be dealt with, there is no plan or concept that addresses the severe technical problems involved, which include (a) the design of a road that must traverse steep terrain with slopes of over 30 per cent, (b) the design and construction of a Route 1/Route 9 interchange, (c) the feasibility of routing a new road through Harvey West Industrial Park, and (d) the design and construction needed for the widening of Route 9 for an access point north of Golf Club Drive. Finally, no current estimate is available for the overall cost of such a project, nor is it known where funds for such a project might be obtained.

Together, the factors discussed above indicate that any possibility for an “eastern access” roadway is extremely remote, and hence does not constitute a reasonable basis for planning.

— prepared May 14, 1999,
by members **of** the
Parking Structure Working Group

1140-30
VAC

September 22, 1999

FILE COPY

**MAYOR KATHERINE BEIERS' STATEMENT
IN RESPONSE TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CRUZ AND THE
UNIVERSITY OF CALIFORNIA AT SANTA CRUZ**

I am very pleased to sign this settlement agreement on behalf of the City of Santa Cruz and a unanimous City Council.

The City and University of California at Santa Cruz (UCSC) have achieved much in this settlement. Instead of pursuing litigation, the City and UCSC will each contribute up to \$250,000 to jointly fund and develop a new Transportation Master Plan for the City. This plan will guide us as we work to relieve congestion and improve the environment in the years ahead. Further, UCSC has agreed that this plan will not include an eastern access as a possible solution to UCSC's circulation challenges. This is a welcome outcome for open space supporters everywhere.

I want to thank Chancellor Greenwood and representatives of the University, Vice Mayor Sugar, Councilmember Tim Fitzmaurice and City Manager Richard Wilson who worked hard toward this resolution of our differences. I believe that the City and the University have a much better understanding of each other than we did before this process and that this understanding will aid us in working together.

Finally, I wish to thank Assemblymember and Speaker pro Tern Fred Keeley for his **commitment**, wisdom and patience. He guided UCSC and the City through many **difficult** hours of negotiations. We would not be here today without his energetic and capable leadership in bringing the parties together.

9-B-1

Joint Statement by
the City of Santa Cruz
and the University of California at Santa Cruz

Whereas, the UC Santa Cruz campus will grow to 15,000 students as articulated in UC Santa Cruz's 1988 Long Range Development Plan (LRDP);

Whereas, UC Santa Cruz is committed to the mitigation measures required by the 1988 LRDP, in accord with a public review process as required by the California Environmental Quality Act (CEQA);

Whereas, the City of Santa Cruz and UC Santa Cruz recognize the need for additional transportation planning;

Whereas, the City of Santa Cruz has directed its staff to prepare a Transportation Master Plan,

Therefore, the City of Santa Cruz and UC Santa Cruz agree to join together and pursue the following:

1. **Transportation Master Plan.** The Santa Cruz City Council has directed its staff to prepare a Transportation Master Plan for the City. The City and UC Santa Cruz will participate as partners in the development of a transportation master plan for the City. The goal of the plan is to study feasible approaches to effectively manage the number of projected vehicle trips throughout the City, including, but certainly not limited to, UC Santa Cruz traffic, and

address the growing traffic issues in all parts of the City. The scope of this plan is intended to include, but not be limited to, collecting origin and destination data, establishing baseline traffic conditions throughout the City, including UC Santa Cruz (including students), recommending feasible traffic controls to improve the flow of vehicles in and through the City, and identifying feasible transportation alternatives to single occupancy vehicles. It is anticipated that the plan will involve specific studies such as the following: the total number of anticipated vehicle trips to and **from** UC Santa Cruz at build-out of the LRDP with 15,000 students on campus and feasible goals regarding the maximum number of trips **from** all sources (i.e., **faculty/staff/students/others**); and the efficiency and feasibility of park-and-ride sites in the area of Highway 1/Highway 9 intersection. As part of this plan, on a schedule reflecting the press of time on this issue, a traffic consultant will study feasible alternatives to **installing** a traffic signal at the **Storey/King** intersection. Inasmuch as the Transportation Master Plan is the City's plan, the City shall have final approval authority for the Plan. The development of this transportation master plan will satisfy UC Santa Cruz's obligations under mitigation measure 8-X in the Environmental Impact Report for the Core West Parking Structure, to convene and participate in a UC Santa Cruz-City transportation task force and to develop a comprehensive TSM Improvement Program for UC Santa **Cruz**. While this agreement focuses on traffic issues associated with the City and UC Santa Cruz, it is acknowledged that the City's overall transportation master plan will include study and recommendations concerning other large, medium, and small employers, and other sources of traffic generation.

2. **Funding.** The City and UC Santa Cruz will share equally the cost of preparing the transportation master plan, with each party contributing up to half of the total cost, but no more than \$250,000 each. If the total cost of preparing the plan will exceed \$500,000 and, if additional work is agreed to by both parties, then the parties shall share equally the cost of such work
3. **Information Sharing.** The City and UC Santa Cruz will share all relevant data regarding transportation and housing studies and reports annually. This will include information regarding UC Santa Cruz and City parking fees and policies.
4. **Eastern Access.** While UC **Santa Cruz** is not in a position to relinquish the option in the future to pursue development of an eastern access to campus, it is not the present intention of UC Santa Cruz to pursue unilaterally such an access during the planning horizon contemplated by the transportation master plan. The jointly-funded transportation master plan, therefore, will not include a discussion or consideration of an eastern access as part of any combination of solutions to traffic issues in the City's next update of the transportation element of the City's General Plan, but should include discussion of other possible alternative access routes for the future. UC **Santa Cruz** preserves its right to study alternative

access routes to the campus, including an eastern access. While the City Council has not yet established a planning period for the Transportation Master Plan and the next General Plan, it is expected to be 2015 or 2020.

Nothing in this agreement shall be construed as the City's admission or acknowledgement that UC Santa Cruz has a legally cognizable or contractually enforceable option right to develop an eastern access across the Pogonip property.

5. **Housing.** The City and UC Santa Cruz will work together to increase housing on or near UC Santa Cruz on UC Santa Cruz owned property. Such work together will be done with the understanding that both institutions support UC Santa Cruz housing goals of the LRDP-projected student population on-campus; and, that the City must preserve its rights and obligations to review, comment upon, and render decisions concerning any proposed development within the context of overall responsibilities to implement the City's General Plan and Zoning ordinances. Additionally, in order to **maximize** cooperation between the City and UC Santa Cruz to increase housing on or near UC Santa Cruz on UC Santa Cruz owned property; UC Santa Cruz will share with the City, at the earliest **possible** time, information concerning its intent to develop such property for such purposes. Additionally, with regard to off campus development, UC Santa Cruz will, without waiving any of its constitutional authorities and responsibilities, use its best efforts to comply with the spirit of the City's General Plan.

6. **TSMC** City and UC Santa Cruz will work together to implement, immediately, the TSM alternatives outlined in the Environmental Impact Report on the West Core Parking Structure. .

 <i>Katherine Beiro</i>	<i>9/22/99</i>
<i>For the City of Santa Cruz</i>	<i>Date</i>

 <i>M. De Sweeney</i>	<i>9/22/99</i>
<i>For the Regents of the University of California</i>	<i>Date</i>

Respectfully,
Doug Deitch

Received: by always.got.net (mbox ddeitch)
(with Cubic Circle's cucipop (v1.311998/05/13) Tue Jun 13 17:09:16 2000)
X-From: ddeitch@pogonip.org Tue Jun 13 17:07:18 2000
Received: from pogonip.org (dyn-207-111-241-244.sjc.got.net [207.111.241.244])
by always.got.net (8.9.3/8.9.3) with ESMTP id RAA91317;
Tue, 13 Jun 2000 17:06:05 -0700 (PDT)
Message-ID: <3946D9AD.96B194F1@pogonip.org>
Date: Tue, 13 Jun 2000 17:02:48 -0800
From: Douglas Deitch <ddeitch@pogonip.org>
Reply-To: ddeitch@pogonip.org
Organization: Monterey Bay Conservancy
X-Mailer: Mozilla 4.5 (Macintosh; U; PPC)
X-Accept-Language: en
MIME-Version: 1.0
To: lwhite@scmtd.com, ddeitch@pogonip.org
Subject: Request For Continuance-Item 21, 6/16/00 Board Meeting
Content-Type: multipart/mixed;
boundary="-----2F938B9BEBC6081 0E6024717"
X-Mozilla-Status2: 00000000

Tuesday
June 13, 2000

Douglas Deitch
Monterey Bay Conservancy
501 Mission Street
Santa Cruz, California, 95060
ddeitch@pogonip.org
831 429-4009

Chair Rotkin
Board of Directors
METRO
c/o Les White
lwhite@scmtd.com

Dear Chair and Board,

9-C-2

Respectfully,
Doug Deitch

Received: by always.got.net (mbox ddeitch)
(with Cubic Circle's cucipop (v1.311998/05/13) Tue Jun 13 17:09:16 2000)
X-From: ddeitch@pogonip.org Tue Jun 13 17:07:18 2000
Received: from pogonip.org (dyn-207-111-241-244.sjc.got.net [207.111.241.244])
by always.got.net (8.9.3/8.9.3) with ESMTP id RAA91317;
Tue, 13 Jun 2000 17:06:05 -0700 (PDT)
Message-ID: <3946D9AD.96B194F1@pogonip.org>
Date: Tue, 13 Jun 2000 17:02:48 -0800
From: Douglas Deitch <ddeitch@pogonip.org>
Reply-To: ddeitch@pogonip.org
Organization: Monterey Bay Conservancy
X-Mailer: Mozilla 4.5 (Macintosh; U; PPC)
X-Accept-Language: en
MIME-Version: 1.0
To: lwhite@scmtd.com, ddeitch@pogonip.org
Subject: Request For Continuance-Item 21, 6/16/00 Board Meeting
Content-Type: multipart/mixed;
boundary="-----2F938BgBEBC6081 0E6024717"
X-Mozilla-Status2: 00000000

Tuesday
June 13, 2000

Douglas Deitch
Monterey Bay Conservancy
501 Mission Street
Santa Cruz, California, 95060
ddeitch@pogonip.org
831 429-4009

Chair Rotkin
Board of Directors
METRO
c/o Les White
lwhite@scmtd.com

Dear Chair and Board,

9-C-2

Attached to this email, please find a map representing possible routes off Hiway 9 which might access UCSC studied by UCSC in 1992, also delivered in person to the Board last week. Please note the route depicted by an extension of Encinal Street in HARVEY WEST which would connect with Coolidge Drive on campus. In addition to providing a possibly exclusive bus route which would more quickly and directly access UCSC (less traffic and less than half the distance), all non local Metro traffic might be entirely eliminated from the Westside, Mission, and residential corridors. Additionally, such a route might open UCSC lots for bus storage after hours.

At last week's Metro Board Meeting, I requested, on behalf of a nonprofit I direct, Monterey Bay Conservancy (please see "<http://www.pogonip.org>"), that METRO consider this possibility, and request that the city and UCSC do the same. To my surprise, Mike Rotkin immediately agendized consideration of this for this Friday. Please see "<http://www.scmtd.com/bdagenda3.html>", Agenda Item 21.

In addition to not being available for this Friday's meeting, I have requested certain materials from UCSC which certainly could not be available for Friday's meeting, in any event.

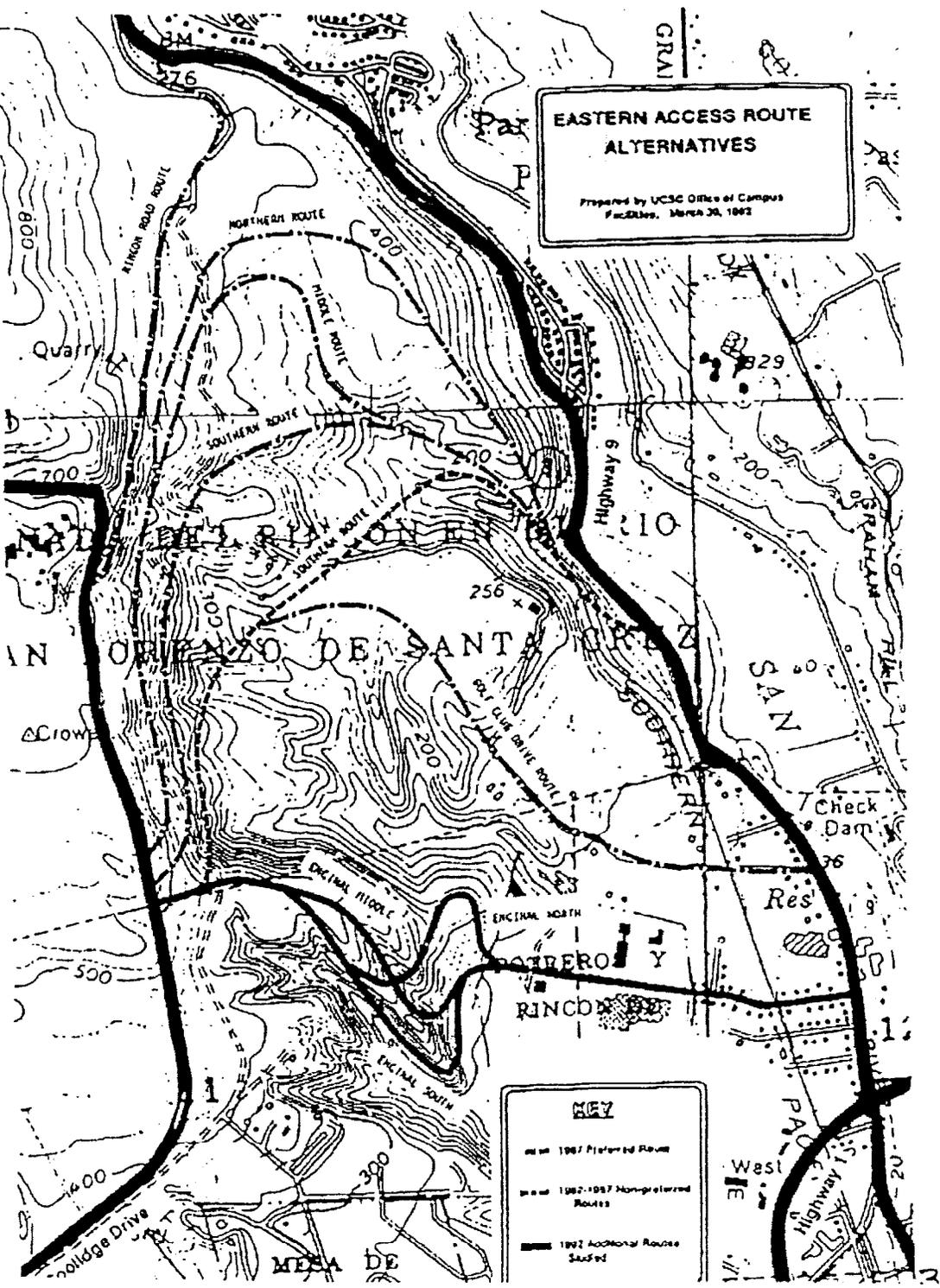
Monterey Bay Conservancy is not, at this point, advocating this route. However, we believe full and fair consideration should be given to all practicable and reasonable solutions to our transportation problems, with no reasonable alternative dismissed a priori apparently solely on perceived and perhaps now inaccurate political grounds. This is particularly true with this possible route on Encinal given METRO's direction towards expansion in HARVEY WEST and the importance of efficiently and environmentally correctly serving the biggest business in the county..

Therefore, we are requesting that the METRO board please continue this item from this Friday's meeting to a later date when all relevant materials will be available from UCSC and otherwise, and a full and proper consideration of this matter may be given.

Thank you,
Douglas Deitch

 southernaccess.gif

9-C-3



**EASTERN ACCESS ROUTE
ALTERNATIVES**

Prepared by UCSC Office of Campus
Facilities, March 20, 1992

KEY

— 1987 Preferred Route

- - - 1987-1987 Non-preferred Routes

— 1992 Additional Routes Suggested

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 19, 2000

TO: Board of Directors

FROM: Bryant J. Baehr, Manager of Operations



SUBJECT: AMENDED - AWARD OF SECURITY CONTRACT

I. RECOMMENDED ACTION

Staff is recommending that the General Manager be authorized to execute a contract with Paige's Security Services for the provision of Security Services for a period of three (3) years with optional two (2) one-year extensions.

II. SUMMARY OF ISSUES

- In July 1997 the Transit District entered into an agreement with 1st Alarm for the provision of Security Services.
- Security firms are used by the Transit District for physical security (Metro Center / other locations) and the processing of passenger fares.
- A Request for Proposals was initiated and four (4) security firms submitted proposals for the security function.
- An interview / evaluation process was conducted on May 4, 2000.
- As a result of the interview / evaluation process, Paige's Security Services ranked the highest of the four (4) firms.
- Paige's Security Services is a certified DBE.

III. DISCUSSION

In July 1997, the Transit District entered into an agreement with First Alarm for the provision of Security Services. This agreement was for a period of three (3) years expiring on June 30, 2000. On March 28, 2000 the Transit District solicited Requests for Proposals (RFP's) from security firms which may be interested in providing security services to the Transit District. On April 27, 2000, the Transit District received four (4) responses. The security firms that responded were National Security, Paige's Security, First Alarm and Bums International.

The Transit District has the need for security services in two (2) principle areas. They are: Physical Security and Revenue Security. Physical security encompasses the Metro Center, Scott's Valley Transit Center and special events such as First Night and Halloween.

Revenue Security encompasses our revenue collection efforts and the counting / processing of passenger fares.

An interview and evaluation with the interested security firms was held on May 04, 2000. The evaluation process scored each firm on the following criteria: experience of the firm, responsiveness of the proposal, price, DBE status and the management team and site supervisor proposed. **As** a result, Paige's Security Services scored the highest through the interview and evaluation process. Paige's Security Services is a certified DBE.

At the May 12, 2000 Board of Directors meeting, several directors asked for supplemental information concerning the local experience of the security companies that submitted proposals and their overall costs. Attached for your review is the information requested.

Also attached is a revised interview / evaluation of the security firms. After reviewing the Request for Proposals and the interview / evaluation document, it became apparent that cost should have been more of a determining factor and that DBE status should not have been included in the point assessment. DBE criteria was mistakenly left out of the RFP and should not have been part of the interview / evaluation process. The District does evaluate potential vendors on their DBE status, however, this criteria must be included in the RFP. In this case it was not. Therefore, references to a company's DBE status have been removed from the evaluation form.

A meeting was scheduled on Wednesday May 17, 2000 with Ms. Judy Souza – Base Superintendent, Mr. Roy Brogdon – Revenue Collection Supervisor and Mr. Felomino Malate – Santa Cruz Police Department. This was the original team that interviewed / evaluated the security companies and ranked them accordingly. The team applied the revised criteria and is recommending Paige's Security Services.

Staff is recommending that the General Manager be authorized to enter into a three (3) year agreement with two (2) one-year extension options with Paige's Security Services for the provision of security services.

FINANCIAL CONSIDERATIONS

The first year cost for security services will be \$270,965.76. Each additional year the cost can increase by a percentage formula not to exceed the Bay Area Consumer Price Index.

Iv. ATTACHMENTS

- Attachment A: Results of evaluation process (security firms)**
- Attachment B: Security Services Proposal – Local Experience**
- Attachment C: Security Services Proposal - Costs**

RESULTS OF EVALUATION PROCESS
(Security firms - Revised)

Company	Total points possible	Experience of Firm	Responsiveness to proposal	Price	Management Team and Supervisor proposed	Total Points
First Alarm	255	50	48	75	37	210
<u>Paige's</u>	<u>255</u>	<u>54</u>	<u>58</u>	<u>51</u>	<u>58</u>	<u>221</u>
Burns	255	28	33	45	30	136
National	255	30	35	60	34	159

Attachment B

Security Services Proposal – Local experience

First Alarm - Local References

County of Santa Cruz

- Dept. Of Public Works
- Human Resource Agency
- Sheriff's Office
- County Service Areas (#2 & #3)
- Redevelopment Agency
- Dept. Of Parks-Open spaces & Cultural Services

Santa Cruz Downtown Management Association

- Host Program, Art & Wine Festival
- First Night Santa Cruz

City of Santa Cruz

- Police Department
- Parking Division
- Parks & Recreation

City of Scotts Valley

Police Department

- Santa Cruz City School District
- Plantronics-Segate Technology
- West Coast Santa Cruz Hotel (Dream Inn)
- REMI Company
- Tech 5 Corp/ Scotts Valley High School
- Santa Cruz Biotechnology
- Pajaro Valley Unified Schools
- Marc Monte Foundation
- Holiday Inn
- PG&E
- Nob Hill Center

Attachment B (Cont)

National Security Industries – Local References

- Hertz Rent A Car – San Jose
- Eberts Properties – Santa Cruz
- J.R. Parrish – Santa Cruz
- Slatter Construction – Santa Cruz
- Watkins Motor Lines – San Jose
- Concentric Networks – San Jose

Paige's Security Services – Local References

- General Services Administration
- VA Medical Clinics
- The State Department
- Nob Hill
- Raley's
- Monterey / Salinas Transit
- Aerotherm
- Laguna Seca Raceway
- Pebble Beach Corporation
- NBA All Stars
- Fairmont Hotel San Francisco
- Monterey Fair Grounds
- Monterey Conference Center
- The Morgan Hill Mushroom Festival
- The Livermore Honey Festival
- The Castroville Artichoke Festival
- Monterey Peninsula Unified Schools
- MSI Properties
- Salinas Air Show
- PG&E
- Duke Energy
- Sherwood Hall – Salinas

Burns – Local References

- Watsonville Hospital (Just received contract)

10-21

Security Services Proposal – Costs

Contractor	Billing Rate – Supervisor	Billing Rate – Guard	*Total Yearly Billing Supv.	**Total Yearly Billing Guard	Total Yearly Cost
First Alarm	\$17.55	\$15.60	\$36,504	\$220,646	\$257,150
National Security	\$19.95	\$15.95	\$41,496	\$225,596	\$267,092
Paige's Security	\$18.82	\$16.39	\$39,145	\$231,870	\$270,965
Burns International	\$21.17	\$16.14	\$44,033	\$228,284	\$272,317

*Supervisor hours calculated at 40 per week or 2080 per year

**Guard hours calculated at 272 per week or 14,144 per year

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING PASSENGER WAITING SHELTERS

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a contract with Columbia Equipment Company for purchasing fifteen (15) passenger waiting shelters.

II. SUMMARY OF ISSUES

- The District has a need to purchase passenger waiting shelters for passenger protection and comfort.
- The Purchasing Office sent out an Invitation for Bid 99-28, and received responses from five firms to provide passenger waiting shelters.
- It is requested that the Board approve this contract and authorize the General Manager to execute the necessary contract to procure these goods.

III. DISCUSSION

On June 1, 2000, an Invitation for Bid, 99-28, was released for the purchase of fifteen (15) passenger waiting shelters with options to purchase an additional twenty-five (25) shelters this fiscal year and an additional twenty-five (25) shelters in fiscal year 2001/2002. Bids were mailed out to several vendors and legally advertised.

On July 5, 2000, bids were received and opened from five responsive bidders. They are: Columbia Equipment Company, Brasco International, Daytech Manufacturing Inc., Duro-Gard Industries, and Handi-Hut Inc. A summary of the bids received is enclosed as Attachment A. The recommended award is to Columbia Equipment Company of Jamaica New York in the amount of \$ 49,086.00.

IV. FINANCIAL CONSIDERATIONS

The total cost of the shelters requested is \$49,086.00 Funds are available in the Capital budget for this purchase.

V. ATTACHMENTS

Attachment A: Summary of bids received for IFB 99-28

ATTACHMENT A

Summary of bids for IFB 99-28, Passenger Waiting Shelters

Columbia Equipment Company	\$ 49,086.00
Brasco International	\$ 50,657.40
Daytech Mfg Inc	\$ 50,949.00
Duo-Gard Industries	\$ 52,034.40
Handi-Hut Inc.	\$ 53,379.00

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACTS FOR FURNISHING LIFE AND AD&D INSURANCE AND EMPLOYEE VISION COVERAGE.

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into two year contracts with Hartford Life Insurance and Vision Service Plan.

II. SUMMARY OF ISSUES

- Contracts with Hartford Life Insurance and Vision Service Plan will expire July 31, 2000.
- As per employee's individual Memorandums of Understanding, the District must provide Life and Accidental Death and Dismemberment Insurance and Employee Vision Coverage.
- The Purchasing Office sent out Request for Proposals 99-31 and 99-32, and received responses from five firms, three for the life insurance, and two for vision insurance.
- It is requested that the Board approve these contracts and authorize the General Manager to execute the necessary contract documents to procure this insurance coverage.

III. DISCUSSION

On June 7, 2000, Request for Proposals 99-31 and 99-32, were released to furnish Life and Accidental Death and Dismemberment Insurance and Employee Vision Coverage for District employees. Proposals were mailed out to over twenty-five companies and legally advertised.

On July 5, 2000, proposals were received from five responsive Insurance Companies. They are: Hartford Life Insurance, CNA Insurance Company, Metropolitan Life Insurance, Vision Service Plan, and Medical Eye Service. A selection committee comprised of Paul Chandley, Human Resources Manager, LeAna Olson, Human Resource Analyst, and Lloyd Longnecker, District Buyer reviewed and evaluated all proposals received. The selection committee gave the highest ratings to Hartford Life Insurance and Vision Service Plan.

The recommendations are based on an evaluation according to criteria contained in the Request for Proposals:

Evaluation Criterion	<u>Column 1</u> Criterion Weight	<u>Column 2</u> Rating (1-10)	<u>Column 3</u> Weighted Rating (col.1 x col. 2)
Qualifications and Experience	2.0	_____	_____
Match current coverage/benefits	4.0	_____	_____
Cost/Price Proposal	<u>4.0</u>	_____	_____
Total	10.0	_____	_____

Hartford Life Insurance has provided the District with Life and Accidental Death and Dismemberment Insurance for the past five years. Hartford Life Insurance was the only proposal received which would maintain the District’s employees insurance coverage at the same level currently required with no interruption in service to any District employee. Hartford Life Insurance will also preserve existing contract rates for an additional two-year period.

Vision Service Plan (VSP) has provided the District with vision coverage for over fifteen years. Their proposal reduces current contract rates by one percent and their pricing will be firm for two years. Their proposal covers the same level of benefit coverage as currently exists. Vision Service Plan is a non-profit, nation-wide provider with many network providers of vision services statewide and locally.

IV. FINANCIAL CONSIDERATIONS

The costs are included in the FY 2000-2001 budget.

V. LIST OF FIRMS THAT SUBMITTED PROPOSALS

99-31 LIFE AND AD&D INSURANCE

Hartford Insurance Company – San Francisco, Ca

Metropolitan Life Insurance Company – San Francisco, Ca

CNA Insurance Company - San Francisco, Ca

99-32 EMPLOYEE VISION COVERAGE

Vision Service Plan – Rancho Cordova, CA

Medical Eye Services - San Francisco, Ca

VI. ATTACHMENTS

EXHIBIT A – Hartford Insurance Company Rate Schedule

EXHIBIT B – Vision Service Plan Rate Schedule

DEFINITION OF CLASS(ES):

- Class 1: Management Employees Who Are Not Subject To Collective Bargaining Agreement & Retirees*
- Class 2: Bus Operators Who Are Subject To A Collective Bargaining Agreement With Utu Local 23, Administrative and Maintenance Employees Who Are Subject To A Collective Bargaining Agreement With SEIU Local 415 & Retirees*
- Class 3: Supplemental Life - Participating Employees Only*

RATE INFORMATION:

<u>Coverage</u>	<u>Rate per \$1,000 Employee</u>	<u>Volume</u>	<u>Monthly Premium</u>	<u>Rate Guarantee</u>
Basic Life Employee	\$.43	\$8,400,000	\$3,612.00	24 Months
Basic AD&D Employee	\$.04	\$15,950,000	\$ 638.00	24 Months
Supplemental Life Employee	per \$1000, step			24 Months
Under 30	0.090			
30-34	0.010			
35-39	0.140			
40-44	0.240			
45 -49	0.390			
50 - 54	0.630			
55-59	1.040			
60 - 64	1.290			
65 - 69	2.020			
70 +	3.540			

Number of Employees: 16 - Class 1, 305 - Class 2, 81 - Class 3,

EXHIBIT -A-

SANTA CRUZ METRO TRANSIT **DIST**

RENEWAL EXHIBIT

12019717	Renewal Date:	August 1.2000
Insured VSP Program	Renewal Contract Term:	24 Months
	Number Covered:	320
Average Claims Amount (ACA):	\$ 196.11	
Inflation (INF):	1.0% for 2000 3.0% for 2001 1.7% for 2002	
Reserve Establishment for Incurred but not Reported Claims (RES):	5%	
Retention (RET):	16.0%	
Paid Frequency (PF):	117.00	Claims per 1.000 employees
Current Revenue per Member (REV/MBR):	\$ 26.36	

Renewal Formula

ACA	x	(1 + INF)	x	PF	/	(1 - RES)		(1 - RET)	=	INDICATED BATE	/	REV/MBR	=	% INCREASE
\$196.11	x	1.059	x	0.117		0.95	/	0.640	=	\$30.45		\$26.36	=	15.5%

Service Profile

% of Patients Seeing In-Network Providers:	99%
% of Patients Seeing Out-of-Network Providers:	1%

Service Percentages

Eye Examination Only:	24%
Receiving Materials:	76%
Single Vision Lenses:*	48%
Bifocal Lenses:*	31%
Trifocal Lenses:*	5%
Elective Contact Lenses:*	16%
Frame:	81%

* Equals 100% of claims with materials dispensed

Last Twelve Months ending: May-00

EXHIBIT -B-

12-B-1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 14, 2000
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: AUTHORIZATION TO RENEW CONTRACT WITH UCSC

I. RECOMMENDED ACTION

The purpose of this communication is to request authorization for the General Manager to renew the existing contract with UCSC for the coming year.

II. SUMMARY OF ISSUES

- In FY 95-96, a new contract was negotiated with UCSC.
- This contract has been annually renewed.
- The FY 95-96 contract made changes to the way UCSC is billed that resulted in increased revenue to the District.
- The contract needs to be extended to continue operation of the program.

III. DISCUSSION

The current agreement with UCSC was negotiated in 1995/96. In that agreement there were changes negotiated that resulted in increased revenues to the District, and in exchange the District increased service to the University.

The District and UCSC representatives meet on a regular basis and agree that it is in the best interest of both parties to continue the agreement for an additional fiscal year.

IV. FINANCIAL CONSIDERATIONS

There is no fiscal impact from renewing this agreement. Failure to renew the agreement would result in a loss of UCSC contract revenue, adversely impacting District operations.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 14, 2000

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF RESOLUTION TO THE SCCRTC FOR DISTRIBUTION OF SURPLUS TDA RESERVE FUNDS AND COMMISSION RESERVE FUNDS

I. RECOMMENDED ACTION

Staff is recommending that the Board of Directors adopt a Resolution authorizing the General Manager to request a distribution of any TDA or Commission Reserve funds in the maximum amount available to the Santa Cruz Metropolitan Transit District.

II. SUMMARY OF ISSUES

- On June 1, 2000 the SCCRTC put out a memorandum on an Application Period for FY 00-01 Commission Sponsorship and Special Allocations of TDA and Commission Funds.
- A clarification memorandum was issued on June 12, 2000.

III. DISCUSSION

The SCCRTC recently issued a memorandum on an Application Period for FY 00-01 Commission Sponsorship and Special Allocations of TDA and Commission Funds. This consolidated three programs into one process, Commission Sponsorships, TDA Reserve Funds, and Commission Reserve Funds. The budget process this year for the District was extremely difficult. The ADA Paratransit Program and a large number of engines programmed for rebuilding have created a drain on the operating budget. The rebuilding of engines is now more expensive due to the toughening of the emission standards for bus engines. An engine used to cost about \$10,000 to rebuild, the cost next year is estimated to total \$25,000, an increase of 150%.

The Board of Directors adopted the budget in June, and it contained \$300,000 in TDA surplus funds from the SCCRTC. This conservative number was used based upon consultation with Commission Staff. The California Air Resources Board recently adopted the most stringent Air Pollution Regulations for diesel engines in the nation. These regulations will hit the Transit District harder than most agencies as we operate one of the oldest fleets in the State of California. As a result, it is imperative that the District embarks on an aggressive program to repower buses with the latest and cleanest diesel engines available today. The cost to repower a bus is approximately \$56,000.

Since there are surplus funds available from the SCCRTC, the District proposes that we request the highest possible distribution of funds to allow the district to initiate the engine-repowering project. This is an excellent use for these funds, as it is uncertain if these funds will be there in the future and once spent on a repowering project, they do not reoccur.

It is therefore recommended the Board of Directors authorize the General Manager to request that the Commission Sponsorship program be funded out of any Commission Reserves before using the funds set aside for the Sponsorship Program. After that program is funded, it is recommended that remaining funds be combined with the TDA Reserve funds and that these funds be distributed in such a manner as to maximize the share of these funds for the Transit District. Attached to this staff report is a chart showing the budgeted amount of the TDA Fund and the percentage that was directed to the Transit District. As of recent, there has been an increase in the percentage of these funds that were provided to the District, but the District has not been able to return to the 80% level in the late 1980's.

Staff recommends that the Transit District request that no new or demonstration programs be funded from the surplus TDA funds as this will create further drains on these funds and they may not be available in future years. This would have the effect of reducing the District percentage of the TDA Funds.

IV. FINANCIAL CONSIDERATIONS

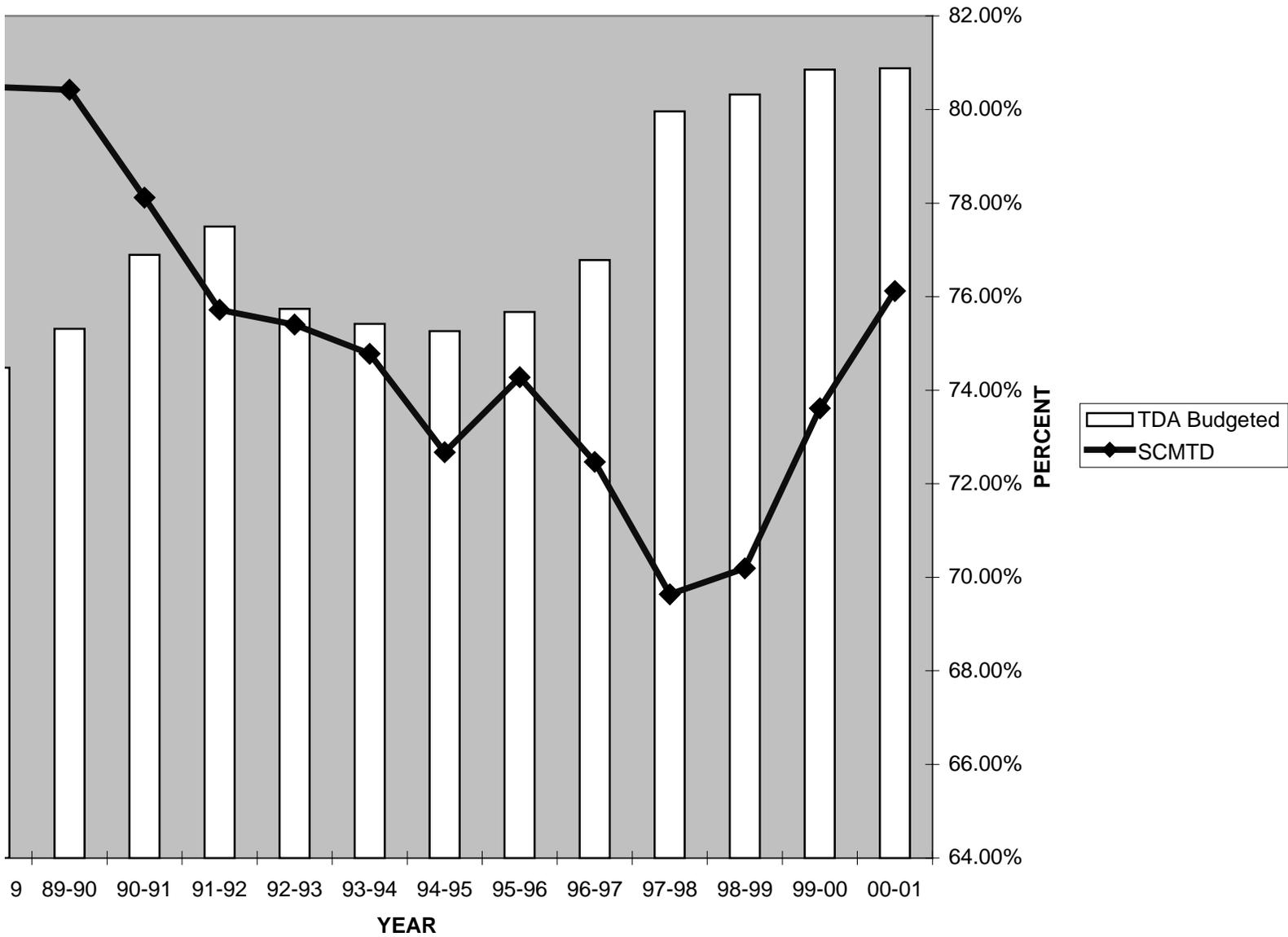
The receipt of \$300,000 of these funds is essential to the operation of the District in the coming year. *Additional funds* requested would allow for the initiation of an engine-repowering project that will be mandated by the California Air Resources Board.

V. ATTACHMENTS

Attachment A: Graph of TDA Funds

Attachment B: Resolution

SCMTD Share of TDA



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

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING A REQUEST TO THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FOR SURPLUS TRANSPORTATION DEVELOPMENT ACT FUNDS**

WHEREAS, in accordance with Article 1, Section 99210 of the Public Utilities Code the Santa Cruz Metropolitan Transit District is a transit operator; and

WHEREAS, in accordance with Article 1, Section 99214 of the Public Utilities Code the Santa Cruz County Regional Transportation Commission is the Transportation Planning Agency for Santa Cruz County; and

WHEREAS, in accordance with Section 99222 of the Public Utilities Code, it is in the interest of the State of California to expend all funds allocated for transit development to meet the transit needs that exist in the State; and

WHEREAS, in accordance with Section 99235(c) of the Public Utilities Code, adjustments may be necessary to reconcile allocation estimates with actual figures when available;

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz Metropolitan Transit District is authorized to request that the maximum amount of surplus and reserve funds in the TDA apportionment to the Santa Cruz County Regional Transportation Commission be allocated to the SCMTD for the support of public transit services in Santa Cruz County in accordance with Article 4 of the Transportation Development Act; and

FURTHERMORE, BE IT RESOLVED, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit an allocation request for these surplus TDA funds

PASSED AND ADOPTED this 21st day of July, 2000, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED

JAN BEAUTZ
Chairperson

ATTEST

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Mark Dorfman, Assistant General Manager

SUBJECT: CONSIDER A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT FOR FUNDS FOR HIGHWAY 17 CNG REPLACEMENT BUSES

I. RECOMMENDED ACTION

Adopt a resolution authorizing staff to submit an application for \$810,000 to the Bay Area Air Quality Management District for CNG replacement buses.

II. SUMMARY OF ISSUES

- The Bay Area Air Quality Management District is soliciting grant applications for the FY2001 Transportation Fund for Clean Air (TFCA) in the San Francisco air basin.
- At its March 10, 2000 meeting, the SCMTD Board of Directors adopted Compressed Natural Gas (CNG) as the fuel for future bus orders.
- By applying for TFCA funds, the District may obtain \$810,000 to assist purchasing CNG replacement buses for the Highway 17 Express diesel fleet.
- An authorizing resolution from the SCMTD Board of Directors is due to the BAAQMD by July 30, 2000 for the application to be considered.

III. DISCUSSION

The Bay Area Air Quality Management District (BAAQMD), in conjunction with the California Department of Motor Vehicles, collects a \$4.00 surcharge on every vehicle registered within its jurisdiction to fund air pollution reduction projects. The funds are deposited in the Transportation Fund for Clean Air and are available to public agencies within the BAAQMD jurisdiction which includes Santa Clara County. The BAAQMD Transportation Fund for Clean Air corresponds to the Monterey Bay Unified Air Pollution Control District's AB2766 program in that it is funded from the vehicle registration surcharge and the grants are competitively awarded.

In order to comply with more stringent vehicle emission standards adopted by the California Air Resources Board, on March 10, 2000 the SCMTD Board of Directors adopted Compressed Natural Gas as the alternative fuel to be used for future bus acquisitions. An application to the BAAQMD for \$810,000 from the Transportation Fund for Clean Air may provide financial assistance to replace the Highway 17 Express

fleet of nine diesel-powered buses with CNG buses. Since METRO operates 60% of the Highway 17 Express mileage in Santa Clara County, this is an eligible project in the Bay Area Air Quality Management District. Given the higher cost of new CNG buses versus comparable diesel buses, the District should avail itself of all potential funding sources to assist in converting to a CNG fleet.

A resolution authorizing the Secretary/General Manager to execute a grant agreement with the BAAQMD must be submitted by July 31, 2000. The BAAQMD staff will rank all applications based upon each project's contribution to air quality improvement, and the BAAQMD Board will select projects to be funded at its September, 2000 meeting.

IV. FINANCIAL CONSIDERATIONS

A grant award from the BAAQMD to SCMTD would provide \$810,000 to replace the Highway 17 Express fleet with CNG buses. The total cost to replace the Highway 17 Express fleet with nine CNG buses would be approximately \$3,375,000.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the Filing of a grant application to the Bay Area Air Quality Management District.

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING AN APPLICATION TO THE
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
FOR
HIGHWAY 17 EXPRESS CNG BUS REPLACEMENTS**

WHEREAS, California Health and Safety Code §44241 and §44242 authorizes the Bay Area Air Quality Management District to collect a motor vehicle registration surcharge fee to be used for mobile source emissions reduction programs to implement the California Clean Air Act of 1988; and

WHEREAS, the Bay Area Air Quality Management District (BAAQMD) is responsible for the administration of the surcharge fee collected on vehicles registered in the San Francisco Bay Area, including Santa Clara County; and

WHEREAS, the BAAQMD has set aside the funding from the vehicle registration surcharge for FY 2001 in the Transportation Fund for Clean Air (TFCA) and is authorized to distribute funds to public agencies from this Fund to implement vehicle emission reducing projects; and

WHEREAS, approximately 60% of the Santa Cruz Metropolitan Transit District's Highway 17 Express service operates in Santa Clara County, within the BAAQMD jurisdiction; and,

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit an application to the BAAQMD for \$810,000 to assist replacing the fleet of diesel engine Highway 17 Express buses with new CNG powered buses.

NOW, THEREFORE, BE IT RESOLVED, that the Secretary/General Manager is authorized to submit an application and execute a grant agreement with the Bay Area Air Quality Management District on behalf of the Santa Cruz Metropolitan Transit District for the purchase of CNG fueled replacement buses for the Highway 17 Express service.

PASSED AND ADOPTED this 21st day of July 2000, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

JAN BEAUTZ
Chairperson

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 14, 2000
TO: Board of Directors
FROM: Kim Chin, Manager of Planning and Marketing
SUBJECT: CONSIDER APPROVAL OF SERVICE TO THE SANTA CRUZ COUNTY FAIR

I. RECOMMENDED ACTION

The purpose of this report is to obtain authorization to operate additional service to the Fair in September.

II. SUMMARY OF ISSUES

- For people who do not have access to an automobile, the District's bus service provides the only access to the Fair.
- The Fair Board is unable to provide sufficient funding for a fair shuttle.
- District staff would like to provide an exhibit at the Fair, using a low floor bus, and staffed with volunteers.
- In return for exhibit space, passes for those staffing the exhibit, and publicity, the District will provide a minimal amount of service from Watsonville Center to the Fairgrounds, at the same level that was provided for the last several years.

III. DISCUSSION

Fair revenues have been declining in recent years, leaving the Fair struggling to fund transit service. For the last five years, Metro provided this same service for the same considerations, and the program seemed well received.

The amount of service proposed is not meant to be comprehensive. Rather, the service will provide a way of attending the Fair to those who have no other transportation. This service is in addition to the regular service already provided to the Fairgrounds: seven trips a day (every other hour) on weekdays on Route 79, and three trips (at 10:55 a.m., and 12:55 and 2:55 p.m.) on weekends on Route 78. The proposed additional transit service is listed below.

Supplemental Transit Service

	<u>Fair Hours</u>	<u>Departs Watsonville</u>	<u>Departs Fair</u>
Tuesday, Sept. 12	12 noon to 11:00 p.m.	..	8:45 p.m. *
Wednesday, Sept. 13	12 noon to 11:00 p.m.	..	8:45 p.m. *
Thursday, Sept. 14	12 noon to 11:00 p.m.	..	8:45 p.m. *
Friday, Sept. 15	12 noon to 11:00 p.m.	..	8:45 p.m. *
Saturday, Sept. 16	10 a.m. to 11:00 p.m.	12 noon-7:00 p.m. (hourly on the hour)	12:30 p.m.-7:30 p.m. (Hourly on the half hour)
Sunday, Sept. 17	10 a.m. to 11:00 p.m.	1:00 p.m.-7:00 p.m. (hourly on the hour)	1:30 p.m.-7:30 p.m.

*One trip, inbound only.
Connects with Rt. 71
Inbound to Santa Cruz.

Last year, the single trip on weeknights at 8:45 p.m. averaged five passengers. The Saturday service carried 105 passengers, and the Sunday service carried 92 passengers.

Regular fares are charged for this service.

IV. FINANCIAL CONSIDERATIONS

The cost of providing this service to the Fair will be approximately \$1,400 (gross), or \$1,200 after passenger revenues.

V. ATTACHMENTS

None.

KIM CHIN
Manager of Planning and Marketing

Prepared by: Linda Fry

LSF/prf

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: CONSIDERATION OF SHUTTLE SERVICE FOR THE CAPITOLA ART AND WINE FESTIVAL

I. RECOMMENDED ACTION

The Board of Directors deny the request from the Capitola Chamber of Commerce for Free Shuttle Service for the Capitola Art and Wine Festival.

II. SUMMARY OF ISSUES

- On September 16 & 17, 2000 the Capitola Art and Wine Festival will be held.
- Traditionally, parking capacity for the Capitola Art and Wine Festival has been problematic.
- The Capitola Chamber of Commerce has requested Metro to provide 2 buses to provide shuttle services for the Art and Wine Festival on September 16 & 17.
- The cost to Metro to provide the requested service is estimated at \$2,750.
- Currently, there is no Metro policy which allows the provision of the type of free shuttle service requested by the Capitola Chamber of Commerce.

III. DISCUSSION

On June 13, 2000, the Capitola Chamber of Commerce transmitted a letter to me requesting free shuttle service for the Capitola Art and Wine Festival. The Festival is scheduled to be held on September 16 & 17, 2000. It is anticipated that 30,000 people will attend the Art and Wine Festival. In previous years, parking for the Art and Wine Festival has been problematic, therefore, the Capitola Chamber of Commerce has requested the provision of 2 full size accessible buses to be used for shuttle service from the Bank of America parking lot on 41st Avenue to Stockton Avenue in the Capitola Village. The proposed Shuttle route is attached to the letter which the Capitola Chamber of Commerce transmitted to me. The cost to provide the service requested by the Capitola Chamber of Commerce is estimated to be approximately \$2,750. Currently, Metro does not have a policy in place that provides for Free Shuttle Service to be operated for specific events. Metro has operated free shuttle service in the past when it was funded by external sources, such as grants from the Santa Cruz Regional Transportation Commission.

In order for Metro to provide the service requested by the Capitola Chamber of Commerce, it would be necessary for the Board of Directors to find that there is value to the Transit District,

therefore, eliminating a potential conflict of constituting a “gift of public funds”. Should the Board make this finding it would then be possible for Metro to legally provide the service. Absent of a specific policy providing guidance for the provision of free shuttle service, Staff recommends that the Board of Directors of the Capitola Chamber of Commerce for free shuttle bus service for the Capitola Art and Wine Festival.

IV. FINANCIAL CONSIDERATIONS

The cost to provide the Shuttle Service requested by the Capitola Chamber of Commerce for the Art and Wine Festival would be approximately \$2,750.

V. ATTACHMENTS

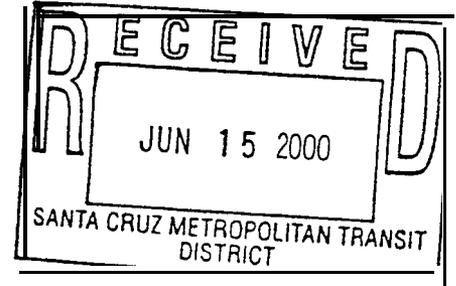
Attachment A: Request Letter; Capitola Chamber of Commerce



Capitola Chamber of Commerce

716-G Capitola Avenue
Capitola, CA 95010
Phone: (831) 475-6522
Fax: (831) 475-6530

June 13, 2000



Santa Cruz Metropolitan
Transit District
Mr. Les White
370 Encinal Street
Santa Cruz, Ca. 95060

Dear Mr. White:

Plans are underway for the 18th annual Capitola Art & Wine Festival to be held September 16th and 17th 2000. Over 30,000 people attend the Festival every year and parking is very limited. We are in need of your services.

We need 2 - 41 seat handi-cap accessible buses for Shuttle services from the Bank of America Parking Lot on 41st Avenue to Stockton Avenue in the Capitola Village both days of the Festival (see attached route map). Both Buses would be in service from 9:30 AM to 9:00 PM on Saturday, September 16th and 9:30 AM to 7:00 PM on Sunday, September 17th.

We would be happy to provide Festival Signage for the buses and would like Festival Programs placed on the buses.

We are also requesting that this item be placed on your Agenda for July 14, 2000 as we are asking for partial funding for this project.

Please feel free to contact me if you have any questions. I look forward to hearing from you.

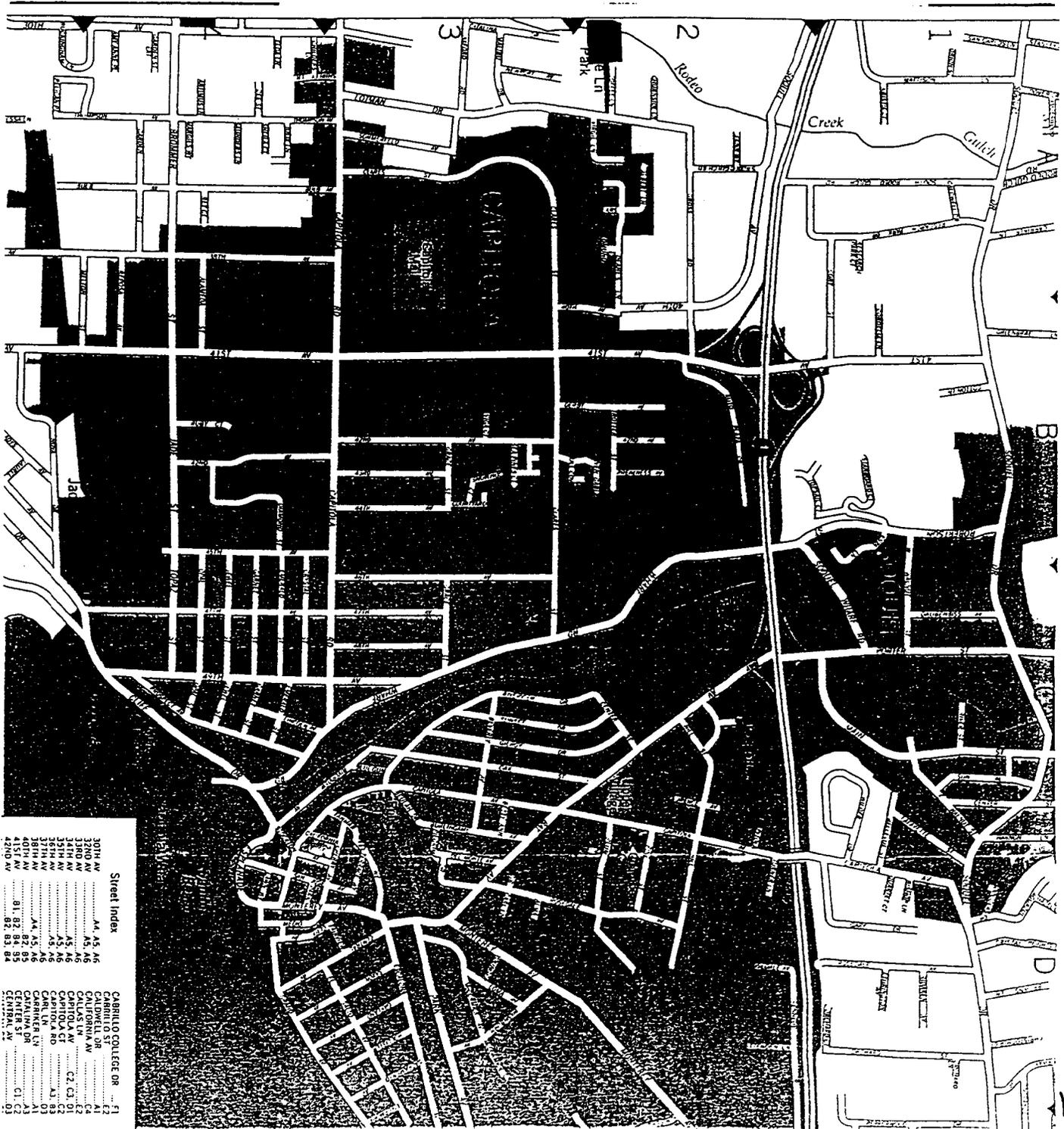
Sincerely,

Toni Castro
Executive Director

cc: Bryant Barehr
Kim Chin

17-A-1

X Bus STOPS



Street Index

30TH AV	A4, A5, A6
31ST AV	A5, A6
32ND AV	A5, A6
33RD AV	A5, A6
34TH AV	A5, A6
35TH AV	A5, A6
36TH AV	A5, A6
37TH AV	A5, A6
38TH AV	A5, A6
39TH AV	A5, A6
40TH AV	A5, A6
41ST AV	A5, A6
42ND AV	A5, A6
43RD AV	A5, A6
44TH AV	A5, A6
45TH AV	A5, A6
46TH AV	A5, A6
47TH AV	A5, A6
48TH AV	A5, A6
49TH AV	A5, A6
50TH AV	A5, A6
51ST AV	A5, A6
52ND AV	A5, A6
53RD AV	A5, A6
54TH AV	A5, A6
55TH AV	A5, A6
56TH AV	A5, A6
57TH AV	A5, A6
58TH AV	A5, A6
59TH AV	A5, A6
60TH AV	A5, A6
61ST AV	A5, A6
62ND AV	A5, A6
63RD AV	A5, A6
64TH AV	A5, A6
65TH AV	A5, A6
66TH AV	A5, A6
67TH AV	A5, A6
68TH AV	A5, A6
69TH AV	A5, A6
70TH AV	A5, A6
71ST AV	A5, A6
72ND AV	A5, A6
73RD AV	A5, A6
74TH AV	A5, A6
75TH AV	A5, A6
76TH AV	A5, A6
77TH AV	A5, A6
78TH AV	A5, A6
79TH AV	A5, A6
80TH AV	A5, A6
81ST AV	A5, A6
82ND AV	A5, A6
83RD AV	A5, A6
84TH AV	A5, A6
85TH AV	A5, A6
86TH AV	A5, A6
87TH AV	A5, A6
88TH AV	A5, A6
89TH AV	A5, A6
90TH AV	A5, A6
91ST AV	A5, A6
92ND AV	A5, A6
93RD AV	A5, A6
94TH AV	A5, A6
95TH AV	A5, A6
96TH AV	A5, A6
97TH AV	A5, A6
98TH AV	A5, A6
99TH AV	A5, A6
100TH AV	A5, A6

17-A-2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Leslie R. White, General Manager
**SUBJECT: CONSIDER ADOPTION OF MANAGEMENT COMPENSATION
ADJUSTMENT**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve a 4.0% wage adjustment to the management salary schedule effective July 21, 2000.

II. SUMMARY OF ISSUES

- Each year the Management Compensation Plan comes before the Board of Directors for consideration.
- A 4.0% wage adjustment is recommended for management the coming year.
- This year the SEIU Local 415 contract provides for a 4.0% wage adjustment and the UTU Local 23 contract provides for a 3.0% wage adjustment effective July 6, 2000.

III. DISCUSSION

Last year the Board approved a 3.25% adjustment for management while the SEIU Local 415 contract also provided for a 3.25% adjustment. The UTU Local 23 contract provided for a 4.0% wage adjustment last year.

IV. FINANCIAL CONSIDERATIONS

The FY-00-01 budget includes funding for these adjustments.

V. SUMMARY OF ATTACHMENTS

Attachments: None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF AMENDING CONTRACT FOR RADIO MAINTENANCE.

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to amend the radio maintenance contract with Day Wireless Systems.

II. SUMMARY OF ISSUES

- The District approved a contract with Day Wireless Systems for radio maintenance in March of this year.
- During the month of April, the Board authorized an emergency purchase of fifty-six new mobile radios. With the installation of new radios under warranty and the deletion of the old radios, a revision of the maintenance contract is required to reflect a reduction in overall maintenance costs.
- It is requested that the Board approve this request for a contract amendment and authorize the General Manager to execute the necessary documents.

III. DISCUSSION

On March 17th the Board authorized the General Manager to enter into a contract with Day Wireless Systems for maintenance of District radio equipment.

On April 14th the Board authorized an emergency purchase of fifty-six new mobile radios. Completion of the installation of new equipment was accomplished and accepted on June 1st.

On June 12th Day Wireless Systems provided to the District a revised list of equipment with reduced maintenance rates.

Day Wireless Systems has informed Operations that the District owned Dictaphone radio recording equipment cannot be repaired. Loaner equipment has been provided while Purchasing obtained quotations on a new digital voice call recorder system. The new system will cost approximately \$8,700. Funds for this purchase are available from savings resulting from this contract amendment.

IV. FINANCIAL CONSIDERATIONS

The new total annual cost of radio equipment maintenance for fiscal year 2000/2001 is reduced to \$20,026, (a savings of \$12,002).

V. ATTACHMENTS

Attachment A: Revised equipment list and rate schedule received from Day Wireless Systems dated June 12, 2000.



June 12, 2000

Santa Cruz Metropolitan Tnnsit District
 1200 River Street
 Santa Cruz, CA 95060

Attn: Mr. Bryant Baehr

Dear Mr. Baehr.

The installation of the new MaraTrac mobiles is now complete and accepted as of June 1, 2000. It is now time to review your current maintenance agreement and adjust it according to the manufacturers warranty period. The new equipment list should read as follows:

# units	Description	Location	svc pri	per unit \$	Total
1	radio transmitter	Kite Hill	24x7	\$110.00	\$110.00
1	radio transmitter	Empire Grade	24x7	110.00	110.00
1	radio transmitter	Davenport	24x7	110.00	110.00
1	radio/telephone logger	1200 River St.	24x7	25.00	25.00
1	radio component/backup	1200 River St.	21x7	10.00	10.00
1	base station power sup	1200 River St.	24x7	5.00	5.00
1	radio remote console	1200 River St.	24x7	10.00	10.00
1	base station remote	1200 River St.	24x7	10.00	10.00
1	command plus	1200 River St.	24x7	55.00	55.00
1	HMN3000 Mic	1200 River St.	24x7	5.00	5.00
1	radio transmitter	495 Rodriguez	24x7	110.00	110.00
2	speaker Mic nma6 193	1200 River St.	8-5 M-F	2.50	2.50
1	scanner/regency	920 Pacific	8-i M-F	5.00	5.00
3	scanner/realistic	1200 River St.	8-5 M-F	5.00	15.00
8	mocom 70 mobiles	non-revenue	8-5 M-F	9.00	72.00
29	mitrek mobiles	non-revenue	8-5 M-F	9.00	261.00
4	mitrek mobiles	storage	8-5 M-F	5.00	20.00
4	MaraTrac w/o display	revenue vehicle	business hrs	10.00	40.00
30	MaraTrac w/display	revenue vehicle	business hrs	12.00	360.00
56	MaraTracw/display	revenue vehicle	business hrs	2.00	112.00*
8	maxtrac mobiles	revenue vehicle	business hrs	10.00	80.00
7	Ht 1000 portables	1200 River St.	business hrs	6.50	45.50
2	HT 1000 portables	1200 River St.	business hrs	.0.0	0.0**

*The warranty period will expire 1-30-01. The rate for year 2001 will be 10.00 ea. beginning 5-01-01.

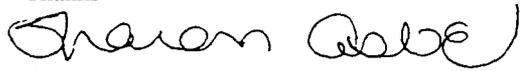
**The warranty period will expire 7-31-01. The rate for the year 2001 will be 6.50 ea beginning 8-01-01.

19-A-1

Total maintenance per month from 6-01-00 thru 4-30-01 will be \$1575.50 per month.
Total maintenance per month from 5-01-01 thru 7-31-01 will be \$2135.50 per month.
Total maintenance per month from 8-01-01 thru 7-31-02 will be \$2153.50 per month.

If I've missed anything please call.

Thanks

A handwritten signature in cursive script that reads "Sharon Asbe".

Sharon Asbe
Manager

19-A-2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 21, 2000

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: CONSIDERATION OF EXTENSION OF J.B. ASSOCIATES AND APEX STRATEGIES CONTRACTS

I. RECOMMENDED ACTION

The Board of Directors extend the contracts with APEX and J.B. Associates for outreach consultant services for the MetroBase Project for a period of one year.

II. SUMMARY OF ISSUES

- On May 21, 1999 the Board of Directors authorized the execution of contracts with APEX and J.B. Associates for outreach consultant services for the MetroBase Project.
- While the contracts identified services to be carried out through the entire MetroBase Project, it was determined that an annual renewal would best define the work to be carried out on an incremental basis.
- The contracts with APEX and J.B. Associates with the result of the issuance of the request for proposals, evaluation of proposals and a committee recommendation to the Board of Directors.
- A project long work plan was developed and agreed to by the Board of Directors and the consultant firms.
- In order for the next increment of community outreach activities to take place with the MetroBase Project, it is necessary to extend the current contracts with J.B. Associates and APEX.

III. DISCUSSION

On February 5, 1999, Metro issued a request for proposals for outreach consultant services for the MetroBase Project. Proposals from consultants were received and reviewed by a panel consisting of Metro Chair Jan Beautz and Board Members Katherine Beiers, Mike Rotkin and Jeff Almquist. Oral interviews were conducted of prospective firms to determine the best firms to carry out the MetroBase outreach activities. On May 21, 1999 the Board of Directors entered into contracts with APEX and J.B. Associates for outreach consultant services and developed a project work plan for the duration of the project. As the length of time which would be required to implement the MetroBase Project was unknown at the time an annual extension was required for activities to continue. The agreed upon work plan and budget is outlined in Attachment A to the Staff Report.

As events have unfolded with regard to the MetroBase Project, it has become apparent that the timeline with regard to implementation is more nebulous than one year ago when the contracts with APEX and J.B. Associates were first developed. For the MetroBase Project to go forward, it is increasingly critical that an extensive level of community communication take place. In order for community outreach activities to continue with regard to the MetroBase Project, it is necessary for the Board of Directors to extend the current contracts with APEX and J.B. Associates for another year.

Given the nature, circumstances and present status of the MetroBase Project, Staff recommends that the Board of Directors extend the contracts with J.B. Associates and APEX for MetroBase outreach consultant services for one additional year.

IV. FINANCIAL CONSIDERATIONS

Extension of the existing contracts with APEX and J.B. Associates will not change the original budget outlined on Attachment A to this Staff Report. Funding exists in the capital grant for the MetroBase Facility and will be funded 80% Federal, 20% Local.

V. ATTACHMENTS

Attachment A: Work Plan and Budget for Outreach Consultant Services

ATTACHMENT A

ESTIMATED WORK PLAN AND BUDGET FOR OUTREACH CONSULTANT SERVICES

Project Phases	APEX	JB
1. Project Startup and Data Gathering		
a. Refine scope and establish work schedule	500	500
b. Develop responsibilities and Organizational Chart	250	250
c. Develop Strategic Plan and Implementation Program for Community Outreach	2,500	2,500
d. Develop Project Identity	7,500	
e. Establish program for coordination with Project Architect and Design Team		500
f. Establish program and procedures for coordination with the media	1,000	
g. Telephone Hotline		500
h. Website		7,000
i. Prepare responses to stakeholder questions and comments	8,750	26,250
2. Preparation of Social Profile		
a. Research available materials		2,500
b. Create a list of key outreach interviews	1,250	1,250
c. Develop an understanding of the stakeholder community	1,000	
d. Focus Group Meetings	15,000	
e. Prepare summary of data analysis	1,250	1,250
f. Develop schedule for interviews, open houses, meetings forums and workshops	500	500
3. Preparation of Publications Program		
a. Develop newsletter format	1,875	625
b. Develop printed materials format	750	250
c. Prepare responsive publication	750	250
d. Other Printed Materials	3,750	1,250
4. Implementation of the Stakeholder Outreach Program		
a. Prepare and distribute quarterly newsletters	12,000	4,000
b. Prepare and distribute Media Kits	5,000	
c. Develop a Speaker's Bureau		1,000
d. implement key person outreach interview and meeting program		7,500
e. Implement key group outreach meeting program	7,500	
f. Coordinate/Facilitate the Open House program		10,000
5. Preparation of Final Report	1,500	1,500
Contingencies	4,000	4,000
	76,625	73,375

20-A-1