

RTA BOARD AGENDA

Wednesday, March 1, 2017 at 8:30 AM
BOARD OF SUPERVISORS' CHAMBERS
COUNTY GOVERNMENT CENTER
1055 Monterey Street, San Luis Obispo, California 93401

The AGENDA is available/posted at: http://www.slorta.org

President: Lynn Compton

Board Members:

John Peschong (First District – SLO County)
Bruce Gibson (Second District – SLO County)
Adam Hill (Third District – SLO County)
Lynn Compton (Fourth District – SLO County)
Debbie Arnold (Fifth District – SLO County)
Tim Brown (Arroyo Grande)

Tom O'Malley (Atascadero) John Shoals (Grover Beach) Jamie Irons (Morro Bay) Fred Strong (Paso Robles) Ed Waage (Pismo Beach)

Dan Rivoire (San Luis Obispo)

Vice President: Jamie Irons

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FLAG SALUTE

CALL MEETING TO ORDER, ROLL CALL

PUBLIC COMMENT: The Committee reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Executive Committee on any items not on the agenda and within the jurisdiction of the Committee. Comments are limited to three minutes per speaker. The Committee will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

A. INFORMATION AGENDA

A-1 Executive Director's Report (Receive)

B. ACTION AGENDA

B-1 FY17-18 Budget Assumptions (Approve)

- C. CONSENT AGENDA: (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the RTA or public wishes an item be removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by RTA Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.
 - C-1 RTA Board Meeting Minutes of January 4, 2017 (Approve)
 - C-2 Executive Committee Meeting Minutes of December 14, 2016 (Approve)
 - C-3 FTA Memoranda of Understanding for Three Urbanized Areas (Approve)
 - C-4 Authorize Participation in Employment Risk Management Association (Approve)
 - C-5 Lease Agreement for Bus Parking Yard in Paso Robles (Approve)
 - C-6 Adopt Bus Stop Improvement Plan and Authorize Procurement of Construction Services (Approve)
 - C-7 Authorize Procurement of New Passenger Shelters and Related Construction Services at Government Center (Approve)

D. CLOSED SESSION ITEMS -

D-1 The RTA Board shall recess into closed session for a conference with Legal Counsel regarding:

Conference with Labor Negotiator (CA Government Code Section 54957.6(a))

Negotiating Party: Lynn Compton, President Unrepresented Employee: Geoff Straw, Executive Director

E. BOARD MEMBER COMMENTS

Next regularly scheduled RTA Board meeting on May 3, 2017

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY March 1, 2017 STAFF REPORT

AGENDA ITEM: A-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Accept as Information

BACKGROUND/DISCUSSION:

Operations:

RTA conducted its <u>Employee of the Quarter barbecue lunch</u> on January 27th at the RTA Operating facility and the winner was Humberto, with Outstanding Achievement awards going to Roy Esmon and SCT driver Randy Price.

Staff conducted a new <u>Bus Operator training class</u> in January and early February. Please welcome new Bus Operators who have successfully completed the rigorous training program: Natasha (SCT), Ricky (RTA), and Don (RTA). Our next scheduled training class is planned for May 2017.

RTA collaborates with Cuesta College to jointly fund <u>pre-paid unlimited access for students during the first two weeks of each semester</u> at the main San Luis Obispo campus, as well as on Route 9 throughout the year at the North County campus in Paso Robles. As shown in the table below, overall ridership to/from the two campuses is down 5.8% year over year, although the declines in Fall 2016 were offset somewhat in Spring 2017.

Cuesta College Early Semester Fare-Free Program								
Route	Fall 2015	Fall 2016	Fall Change 2016 to 2017	Spring 2016	Spring 2017	Spring Change 2016 to 2017	Overall Change 2016 to 2017	
RTA Route 9	1,406	1,551	10.3%	1,308	1,248	-4.6%	3.1%	
RTA Route 10	738	684	-7.3%	416	489	17.5%	1.6%	
RTA Route 12	3,791	2,739	-27.7%	2,617	2,628	0.4%	-16.2%	
RTA Route 14	782	695	-11.1%	631	996	57.8%	19.7%	
RTA Route 15	59	32	-45.8%	42	41	-2.4%	-27.7%	
Total	6,776	5,701	-15.9%	5,014	5,402	7.7%	-5.8%	

Below is a graphic that depicts signs that we are currently installing inside all fixed-route and many Runabout vehicles in an <u>effort to personalize service for passengers</u>. We are installing these signs over the Bus Operator's head so that passengers can see it as they board the bus; employees will be issued and be required to use a personalized magnetic nameplate. We expect this program to be fully-implemented by the end of March.



Staff continues to work with our consulting team led by Rincon Associates to complete the <u>environmental review for our long-term garage facility</u>. Floodplain design issues remained the focus of the discussion over the past few months, which led to a new layout on the preferred site located at 253 Elks Lane. Floodwater modeling for the new layout demonstrates it would achieve FEMA requirements for the maximum allowable rise in water surface elevation and increase flow velocity, although it would still exceed City of San Luis Obispo base requirements for flow velocity. Staff will continue to closely engage in this process and report findings to the Board at future meetings.

Staff conducted a kick-off meeting on January 23rd for the <u>Paso Bus Parking Yard</u> design/engineering project. The Wallace Group is serving as the lead consultant on this project. If all goes as planned, we should be able to occupy the new facility in November 2017. On a related note, we are working with Paso Robles staff to extend the current lease for the 4th & Pine bus parking yard until the end of 2017 (it currently expires June 30, 2017).

Service Planning & Marketing:

On January 4, 2017, the RTA submitted a request to the National Transit Data (NTD) to certify the Automatic Passenger Counters (APC) system that was installed as part of the ITS system on our fixed route vehicles. On January 11, 2017, the NTD approved RTA's application. Based on the thorough application package, NTD staff informed us that this was one of the fastest certifications ever. I wish to publicly acknowledge the diligent work

of RTA Grants Manager Omar McPherson and our consultants (Robin Cody and Mike Kowalski), who worked tirelessly to research and prepare the validation materials.

The RTA formerly collected ridership data from the GFI electronic fareboxes on the fixed-route buses. However, this often resulted in undercounting, since the GFI units only count fare-paying passengers – missing fare-free passengers such as Runabout eligible and VIP Gold pass holders. In comparison, the APCs use an electronic beam at the front and mid door of each bus that counts all activity of persons getting on and off the bus. Based on recent comparisons between the APC and GFI systems, staff believes there will be a 15% to 20% increase in the number of reported boardings. This will also impact key performance indicators that use passenger boardings as a factor, such as productivity and subsidy per passenger-trip. This transition to using APC information is based on FTA guidelines. Staff will update reports from July 2016 through March 2017 to reflect APC data for passenger, and report this updated data to the board in May 2017.

As presented in Agenda Item C-6, after many months of effort, staff developed a <u>Bus Stop Improvement Plan</u>. The draft was forwarded to the Public Works Directors at each jurisdiction the week of February 20th. Of particular interest to the County is prioritizing future funding to address ADA accessibility deficiencies as we consider use of Federal and State funding. Should the Board adopt the Plan, staff will then meet with jurisdiction staff to discuss any necessary refinements to meet local requirements and develop schedules for improvements. The recommended projects can be fully implemented using existing and programmed future grant funding.

On February 7th, RTA, Ride-On and SLOCOG and Tri-Counties Regional Center officials met to discuss possible <u>improved efficiencies and cost-sharing for TCRC clients' trips on Ride-On and Runabout</u>. TCRC placed several of its clients who formerly used Runabout regularly onto Ride-On routes, which will ultimately reduce Runabout costs while also not increasing Ride-On costs. It should be noted that the families of at least two TCRC clients have chosen to remain on Runabout at their own costs, so we are closely watching these types of personal choices to determine the net impact as we develop the draft FY17-18 service levels.

<u>Cal-Poly conducted a limited on-line survey of employees</u> (89 respondents) as it relates to commuting by RTA. Almost 35% of respondents use RTA, and many provided pointed suggestions to improve services to meet their needs. The most common request was additional express buses to meet their work hours, followed by more direct service. Staff will continue to monitor these requests and engage with Cal Poly affiliates as we consider possible service and fare changes as part of the FT17-18 budget.

Finance and Administration:

Staff will present the <u>FY17-18 Budget Assumptions</u> under Agenda Item B-1. The budget calendar and prior year budget assumptions were review with the Regional Transit Advisory Committee (RTAC) on January 19th.

Staff has developed a <u>preliminary year-to-date FY16-17 operating results</u> as follows:

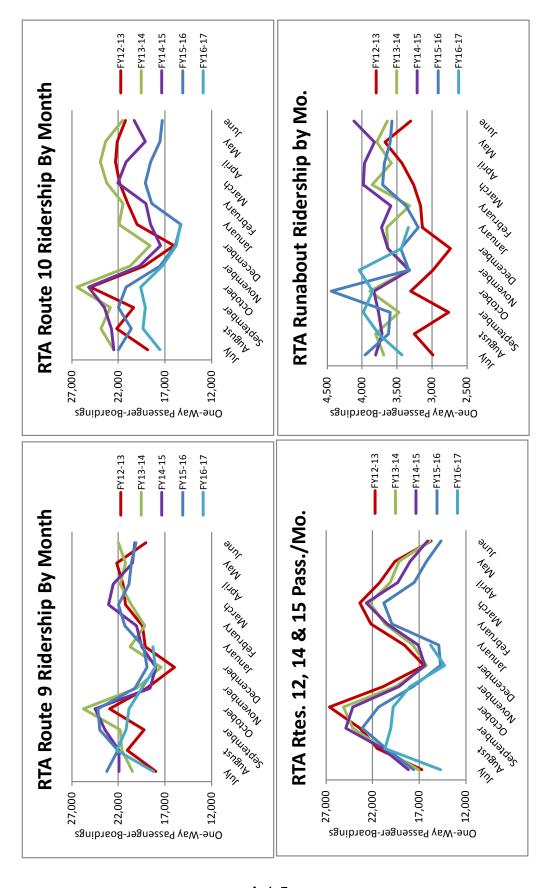
- Preliminary RTA core fixed route ridership totaled 385,355 one-way passenger-trips through January 31st, which is down 8.6% in comparison to the same period last year (416,942). As discussed in previous reports, declining fuel prices have resulted in transit ridership declines across the country. I also believe that the rise in subprime auto loans that have been underwritten (and at an alarming rate, defaulted upon) since the economic recovery began has reduced demand for public transit, particularly by low-income persons who relied upon buses during the height of the recession.
- Runabout ridership is essentially the same as the previous year: 25,839 through January 31st vs. 25,585 last year, which is an increase of slightly less than 1.0 percent. Overall, this is welcome relief from the double-digit increases experiences over the previous two fiscal years, and we expect actual reductions in Runabout ridership in the coming months due to some regular passengers transitioning onto Ride-On's contracted Tri-Counties Regional Center service.

Details on a route-by-route and by service are presented in the tables at the end of this report.

RTA's <u>year to date financial results through January 31st</u> are summarized below and the line-item details are presented in the tables at the end of this report. Of the three largest-impact line-items:

- Labor costs combined for all three departments (administration, operations and maintenance) are essentially on-budget.
- Workers' Compensation insurance is paid quarterly, so the amount shown covers nine months of the fiscal year.
- Fuel costs are well below budget (40.2% vs. 58.3% YTD budget), although the per gallon price of diesel and gasoline has increased over the past few months.
- Maintenance (parts, supplies, materials) costs are above budget (79.3%), despite operating fewer miles (54.9%) than budgeted. When combined with Maintenance Contract Costs, we are at 67% of budget. As mentioned in a previous Executive Director's report, I recently negotiated reimbursement from the engine manufacturer for malfunctioning emissions equipment on our ten 2013 buses that are out of warranty, and this ~\$60k credit will be applied over time.

The fixed route <u>farebox recovery ratio</u> (21.3%) is still well above the 17% standard, although it is 55% lower than last year's year to date result (28.5%). The Runabout farebox recovery ratio result is slightly higher than last year's.



		Amended Budget FY 2016-17	December Actual	January Budget	January Actual	January Variance	Year to Date FY 2016-17	Percent of Total Budget FY 2016-17
	Hours Miles	74,430	6,438	6,203	6,154	48	43,239 952,644	58.1% 54.9%
Administration:	Miles	1,734,770	141,293	144,564	139,142	5,422	952,044	54.9%
Labor	operations cost	815,700	68,119	67.975	60,409	7,566	468,723	57.5%
Labor - Administration Workers Comp	operations cost	71,210	-	17,803	17,166	637	51,497	72.3%
Office Space Rental	operations cost	504,790	34,497	42,066	28,088	13,978	250,560	49.6%
Property Insurance	operations cost	17,420	-	-	-	-	16,340	93.8%
Professional Technical Services	operations cost	79,560	-	6,630	24,644	(18,014)	60,432	76.0%
Professional Development	operations cost	37,850	2,742	3,154	2,894	260	23,864	63.0%
Operating Expense	operations cost	255,190	15,611	21,266	21,444	(178)	153,376	60.1%
Marketing and Reproduction	hourly	93,730	4,653	7,811	6,525	1,286	45,631	48.7%
North County Management Contract	operations cost	(40,320)	(3,360)	(3,360)	(3,360)	-	(23,520)	58.3%
County Management Contract	operations cost	(82,110)	(6,843)	(6,843)	(6,843)	-	(47,898)	58.3%
SCT Management Contract	operations cost	(114,900)	(9,575)	(9,575)	(9,575)	-	(67,025)	58.3%
Total Administration	on	1,638,120	105,844	146,927	141,391	5,535	931,982	56.9%
Service Delivery:								
Labor - Operations	hourly	4,100,660	252,425	341,722	300,622	41,100	2,165,207	52.8%
Labor - Operations Workers Comp	hourly	481,790	-	120,448	116,138	4,309	348,415	72.3%
Labor - Maintenance	hourly	947,680	52,289	78,973	74,733	4,240	524,825	55.4%
Labor - Maintenance Workers Comp	hourly	141,000	-	35,250	33,989	1,261	101,967	72.3%
Fuel	miles	1,164,130	66,708	97,011	69,916	27,095	467,745	40.2%
Insurance	miles	560,160	47,505	46,680	47,452	(772)	334,662	59.7%
Special Transportation (for SLOCAT and Paso)	n/a	57,300	3,833	4,775	3,500	1,275	23,144	40.4%
Avila Trolley	n/a miles	57,060 465,050	64,379	- 38,754	43,568	(4,814)	30,354 368,949	53.2% 79.3%
Maintenance (parts, supplies, materials) Maintenance Contract Costs	miles	138,910	3,104	11,576	12,670	(1,094)	33,247	23.9%
Total Operation		8,113,740	490,243	775,188	702,588	72,600	4,398,516	54.2%
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Capital/Studies: Computer System Maintenance/Upgrades		62,250	17,727	_	-	_	21,712	34.9%
Miscellaneous Capital			,				,	
Facility Improvements		57,540	-	-	-	-		0.0%
Maintenance Software and Maintenance Equip	oment	57,690	-	-	-	-	29,103	50.4%
Passenger Protection 1300 buses		8,400 33,500	-	-	-	-	4,536	54.0% 0.0%
Specialized Maintenance Tools Desks and Office Equipment		10,760	-	-	-	-	-	0.0%
Vehicle ITS/Camera System		668,090	1,875				134,709	20.2%
Bus Stop Improvements/Bus Stop Solar Lighting		277,230	-	_	_	_	16,861	6.1%
Bus Rehabilitation		126,000	_	_	_	-	-	0.0%
RouteMatch Call Back System		37,500	-	-	-	-	33,150	88.4%
Vehicles		50.000					60.610	101.00/
Support Vehicles Trolley Replacement Vehicle		60,000	-	-	-	-	60,618	101.0% 0.0%
Runabout Vehicles		200,000 163,480	-	-	-	-	2.575	1.6%
Total Capital Outla	ıy	1,762,440	19,602				308,833	17.5%
Contingency	hourly	117,020	1,564	9,752		9,752	10,898	9.3%
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Interest Expense	operations cost	44,590	2,541	3,716	2,541	1,175	19,578	43.9%
Loan Paydown		200,600	-	-	-	-	100,298	50.0%
Elks Lane Project		710,480	-	-	1,155	(1,155)	1,155	0.2%
Paso Property Improvements		1,000,000	-	-	601	(601)	2,861	0.3%
Management Contracts		237,330	19,778	19,778	19,778	-	138,443	58.3%
TOTAL FUNDING USES		13,824,320	639,571	955,360	868,053	89,062	5,911,407	42.8%
TOTAL NON-CAPITAL EXPENDITURES		10,150,800	619,969	955,360	866,298	89,062	5,499,416	54.2%

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY YEAR TO DATE THRU JANUARY 31, 2017 CURRENT FISCAL YEAR - 2016/2017

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	RT 7 PASO EXPRESS ROUTE A	RT 8 PASO EXPRESS ROUTE B	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	RUNABOUT	SYSTEM TOTAL
REVENUES:												
FARES	206,565	206,312	151,462	12,133	22,498	598,970	39,066	42,567	81,633	4,084	86,494	771,182
TOTAL ROUTE REVENUES	206,565	206,312	151,462	12,133	22,498	598,970	39,066	42,567	81,633	4,084	86,494	771,182
EXPENDITURES:												
ADMINISTRATION	185,423	168,636	110,139	10,385	42,245	516,827	9,649	9,811	19,460	4,060	436,548	976,895
MARKETING	16,193	14,881	9,747	938	3,751	45,510	60	62	122	-	-	45,631
OPERATIONS/CONTINGENCY	607,111	561,179	355,758	34,542	138,079	1,696,669	166,261	169,201	335,462	67,515	1,322,570	3,422,216
FUEL	118,684	122,596	65,919	7,063	27,910	342,172	12,794	13,182	25,976	2,041	87,892	458,080
INSURANCE	71,809	74,199	39,918	4,237	16,863	207,027	8,793	9,076	17,869	2,652	99,321	326,869
TOTAL EXPENDITURES	999,220	941,490	581,481	57,165	228,848	2,808,204	197,557	201,331	398,888	76,267	1,946,331	5,229,691
FAREBOX RATIO	20.7%	21.9%	26.0%	21.2%	9.8%	21.3%	19.8%	21.1%	20.5%	5.4%	4.4%	14.7%
RIDERSHIP	138,116	124,006	100,617	9,658	12,958	385,355	31,673	31,391	63,064	1,873	25,839	476,131
SERVICE MILES	209,444.8	216,262.2	116,156.7	12,539.3	49,399.9	603,802.8	25,554.1	26,354.3	51,908.4	7,728.0	289,205.0	952,644.2
SERVICE HOURS	7,538.8	6,822.1	4,447.9	434.3	1,695.9	20,938.9	1,934.4	1,966.1	3,900.5	797.3	17,602.3	43,238.9
RIDERS PER MILE	0.66	0.57	0.89	0.77	0.29	0.64	1.24	1.19	1.21	0.24	0.09	0.50
RIDERS PER HOUR	18.3	18.1	23.1	22.2	8.1	18.4	16.4	16.0	16.2	2.3	1.5	11.0
COST PER PASSENGER	7.23	7.59	5.78	5.92	17.66	7.29	6.24	6.41	6.33	40.72	75.33	10.98
SUBSIDY PER PASSENGER	5.74	5.93	4.27	4.66	15.92	5.73	5.00	5.06	5.03	38.54	71.98	9.36

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY March 1, 2017 STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Fiscal Year 2017-18 Budget Assumptions

ACTION: Approve Budget Assumptions

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Approve Budget Assumptions to Enable Staff to

Begin Development of FY17-18 & FY18-19

Operating and Capital Budgets

BACKGROUND/DISCUSSION:

The following report outlines staff's recommended budget assumptions for RTA's Fiscal Year 17-18 Operating and Capital Budget, and it is the first step in the development of our operating budget and operating program. It should be noted that RTA is again developing a two-year operating budget and five-year capital budget. As in past years, only the first year would be financially-constrained, while the out-years should be considered advisory. Upon the Board's guidance and approval of these assumptions, staff will prepare a detailed report along with preliminary budget numbers for presentation to the Executive Committee at their April 12th meeting prior to the final draft budget presentation to the Board in May.

KEY ISSUES

- 1. STA funds used for capital projects are projected to be down approximately 20%
- 2. LTF used for operating purposes is projected to be flat
- 3. Liability costs continue to escalate, despite RTA's good safety record
- 4. We continue to focus on Runabout costs, which have escalated in the past 5 years
- 5. Fuel costs continue to remain low; this also results in declining ridership & fares
- 6. A fare program increase should be considered to help cover increasing costs

Mission Statement

The Mission of RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens of and visitors to San Luis Obispo County.

Objectives and Revenue Impacts

- 1. Maintain service levels and hours of service that meet the standards of productivity and demand of our customers and communities through the effective and efficient delivery of RTA Fixed Route and Runabout core services.
 - SLOCOG is working on State Transit Assistance (STA) funding projections for FY17-18. Preliminary indications note that STA is down by 20%, which would reduce STA used for capital to \$410,000 in FY17-18. The original FY16-17 budget assumed \$487,000 in STA capital funds.
 - Staff is recommending a review of the fare program to address inflation since the last fare program change (cash fares increased in 2011 and the multi-ride pass prices increased in 2013). Any recommended changes would be implemented in January 2018. Fare revenue is projected to be \$1,300,000 (farebox and advertising revenue) at existing fare levels. The contribution from Cuesta College is estimated to increase slightly to \$104,000 for services to the main campus and North County campus.
 - The FY16-17 budget adopted in May 2016 included \$3,764,950 LTF operating revenues. At that same meeting, the advisory FY17-18 LTF amount was \$5,190,030. Staff is still developing estimated annual FY16-17 expenses, which impacts the carryover amount that could reasonably be identified for the FY17-18 budget.
 - Federal Transit Administration (FTA) Section 5307, 5311 and 5339 operating funding for FY17-18, and capital funding for FY17-18 and FY18-19 will be presented as previously presented in May 2016, taking into account preliminary projected revenues identified in the Fixing America's Surface Transportation (FAST) Act. Should the actual annual authorizations for federal transportation programs increase or decrease for any of these programs, staff would adjust these assumptions accordingly.
 - FTA Section 5307 operating funding from the Santa Maria Urbanized Area for Route 10 will be budgeted based on previous commitments with Santa Barbara County Association of Governments and the City of Santa Maria. Staff is confident in continued Santa Maria UZA funding for Route 10 operations.
 - Detailed miles/hours and span of service for each RTA core fixed route and Runabout will be provided with the draft budget. For context, detailed budgets based on miles/hours and span of service will also be provided separately for SLO County Services and North County Local Services.
- Work with the SLOCOG in evaluating region-wide service efficiencies.
 - Transit agencies across the country have experienced ridership declines due to the relatively low price of fuel.

- Review the tasks and financial impacts included in the South County Transit contract for administrative, financial, marketing, maintenance and dispatch services, and evaluate efficiencies with RTA.
- Staff will continue to explore new revenue resources at the Federal, State, and local levels.
- RTA will work with SLOCOG staff and other transit providers to evaluate efficiencies in the provision of service throughout the county.
- Staff will use the 2015-17 RTA Strategic Business Plan as well as the 2016 Short Range Transit Plan to evaluate potential efficiencies, and with Board concurrence, implement efficiencies.
- 3. Evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs.
- 4. Address duplicative and/or low producing Fixed Route runs due to decreasing ridership.
 - Additional express trips on the Routes 9 and 10 began in September 2015. Service levels, the total number of revenue service hours, miles and span of service for RTA Fixed Route services will be budgeted at annualized levels assumed in FY16-17 with revenue and cost information for duplicative and/or low producing Fixed Route runs provided for potential service reduction options. If any additional service adjustments becomes necessary, staff would seek a budget amendment to address those service demands during the fiscal year.
 - Reduce service levels around holidays to a Sunday schedule (instead of a Saturday schedule) based on usage and productivity standards.
- 5. Address projected changes in demand for Runabout service.
 - As of February 1, 2017, nine (9) regular Runabout riders, who have their rides funded by Tri-Counties Regional Center, transferred from Runabout to Ride-On with no additional cost to any of the agencies involved. At this time the cost savings to Runabout is too early to estimate but staff will monitor and include in the final budget presentation.
 - Other than the change with Tri-Counties Regional Center Riders, Runabout service hours and miles are projected to remain flat based on recent demand trends. This reflects a change from prior years, with the first six months of FY16-17 mileage down 11% and hours down 19% from FY13-14. In FY13-14, the burgeoning demand would have required significant Runabout service level

increases but, with a variety of measures implemented at the Board's direction, demand has remained relatively flat since FY14-15.

- To ensure that only those persons truly eligible for Runabout service are initially registered or re-registered, staff will continue to conduct functional assessments as part of the Runabout application process. This process was added in early 2016. Staff will also provide mobility training for disabled persons who are able to use Fixed Route services for some or all of their travel needs.
- Staff does not foresee needing to move forward with using supplemental taxicab services, but should future service expansions be required staff will revisit this option.
- 6. Implement RTA's strategy to develop a long-term administrative, operations and maintenance facility.

Expenses Impacts

1. Fuel consumption and price will be budgeted conservatively; diesel fuel will be budgeted at \$3.50 per gallon. Included in the fuel line item will be diesel exhaust fluid (DEF), used to lower diesel exhaust emissions on the newer Fixed Route vehicles.

2. Insurance Expenses:

- CalTIP liability insurance premiums are projected to increase by up to 28%. The exact amount is not known at this time as CalTIP actuaries are still working on May 1, 2017 through April 30, 2018 rates. Estimates should be received from CalTIP in time to include in the RTA April 2017 draft budget. Although the number of RTA losses based on mileage has been lower than the pool average, the pool has experienced significant negative claims development and is working to ensure the stability of the pool and ensure equity between all members.
- CalTIP vehicle physical damage will increase by approximately 5% due to the added asset value of new vehicles in the fleet.
- As of July 1, 2017 CalTIP will no longer provide employment practices liability insurance coverage as part of the premiums paid for general liability coverage. RTA is working on joining the Employment Risk Management Authority (ERMA) to obtain coverage. The annual premium is estimated at \$22,000 with a \$50,000 self-insured retention.
- O Workers compensation premiums through the CSAC Excess Insurance Authority are projected to increase 20%, with the realization that workers compensation for transit services is especially challenging statewide as loss development trends for the state are not favorable. Staff will obtain a more

refined estimate in early March. We continue to work with our employee committee that has evaluated workplace safety and has initiated a proactive program to address the number of claims and severity of the claims. It should be noted that this FY17-18 increase is lower than we originally projected in May 2016.

- Property insurance will increase minimally.
- For budget-making purposes, staff is assuming an 8% annual increase for healthcare costs for each of the next two fiscal years.

3. Staffing Expenses:

- The current Collective Bargaining Agreement (CBA) expires January 31, 2018 and the FY17-18 will include significant assumptions regarding the potential fiscal impacts of a new CBA. The effects of the recent changes to the California minimum wage program including the fact that the new \$10.50/hour minimum exceeds the current Training Wage identified in the CBA will likely result in longer-term upward pressure on Bus Operator, Mechanic and Utility wages in the region.
- For FY17-18 core RTA services, the number of budgeted positions will remain the same as FY16-17.
- For FY17-18, the overall number of budgeted positions for the North County and SLO County services will remain the same. It should be noted that the marginal costs and revenues the services will be treated in the budget the same way as prior years: as separate and distinct columns.
- An annual inflationary adjustment based on the December 2015 to December 2016 Consumer Price Index (CPI) for non-union employees of 2% will be implemented. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments.

Proposed Budget Calendar

- February 8 Detailed budget assumptions and revenue forecast to Executive Committee
- March 1 Obtain Board concurrence on proposed draft budget assumptions
- March 1 Provide mid-year FY16-17 Budget data to Board (no additional budget amendments are being requested)
- March 31 Based on feedback from Executive Committee draft FY17-18 Budget Draft complete.

- April 12 Draft FY17-18 Budget presentation to Executive Committee
- April 19 Formal FY17-18 Budget presentation to RTAC
- May 3 Final Board Budget presentation; Board adoption of FY17-18 Budget

Staff Recommendation

Approve the budget assumptions and budget calendar so that a detailed work plan and budget may be developed.

DRAFT

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY MINUTES OF JANUARY 4, 2016

C-1

BOARD MEMBERS PRESENT:

LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (President)

JAMIE IRONS, CITY OF MORRO BAY (Vice President)

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO

TIM BROWN, CITY OF ARROYO GRANDE

BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO

ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO

TOM O'MALLEY, CITY OF ATASCADERO

JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO

DAN RIVOIRE, CITY OF SAN LUIS OBISPO

JOHN SHOALS, CITY OF GROVER BEACH

FRED STRONG, CITY OF PASO ROBLES (arrived at 8:36 a.m.)

ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR & CFO
TIM MCNULTY, SAN LUIS OBISPO COUNTY COUNSEL
SHELBY WALKER, ADMINISTRATIVE ASSISTANT
MARY GARDNER, MARKETING & COMMUNITY RELATIONS MANAGER
PHIL MOORES, OPERATIONS MANAGER
OMAR MCPHERSON, GRANTS MANAGER

<u>CALL TO ORDER AND ROLL CALL</u>: Vice President Lynn Compton called the Joint SLOCOG and RTA meeting to order at <u>8:30 a.m.</u> A roll call was taken and a quorum was present.

SLOCOG AND RTA BOARD ADMINISTRATIVE ITEMS:

a. Welcome New Board Members: The SLOCOG and RTA Board welcomed new Board Members, namely: City of Arroyo Grande Council Member Tim Brown, San Luis Obispo County District 1
Supervisor John Peschong, City of San Luis Obispo Council Member Dan Rivoire, and City of Pismo Beach Mayor Ed Waage.

<u>b. PRESENTATION:</u> Resolution of Appreciation to Outgoing **Board Member Shelly Higginbotham** (Former Mayor, City of Pismo Beach): **Vice President Compton** noted that **Ms. Shelly Higginbotham** is not here today. **Mr. Ronald De Carli,** SLOCOG, recommended reading the Resolution of Appreciation out for the record. **Vice President Compton** read the resolution, noting **Ms. Higginbotham's** accomplishments, leadership capabilities and contribution to the San Luis Obispo region.

<u>Public Comments:</u> Mr. Eric Greening, Atascadero, welcomed the new delegates and the full SLOCOG/RTA Board. He noted that relative to the composition of the Executive Committee, it normally consists of the President, Vice President and Past President; and since the immediate past president is no longer a public official, he assumed the next most immediate past president will serve. Mr. Greening suggested that immediate Past President Debbie Arnold be appointed to serve. He also suggested that it is time for a city representative to serve as vice president (i.e., Board Member Jamie Irons, Morro Bay).

c. ELECTION OF OFFICERS: Vice President Compton: called for nominations for President and Vice President.

<u>For President: Board Action on a voice vote</u>: Board Member Bruce Gibson moved and Board Member Irons seconded a motion to nominate Vice President Compton for President. The motion carried unanimously.

For Vice President, two motions were moved, one for **Board Member Irons** and another for **Board Member Tom O'Malley**. **Board Member O'Malley** suggested that the nomination for **Board Member Irons** be accepted. **Board Member John Peschong** withdrew his motion to nominate **Board Member O'Malley**. The Board concurred.

<u>For Vice President: Board Action on a voice vote:</u> Board Member Adam Hill moved to nominate Board Member Irons for Vice President. Board Member Bruce Gibson seconded, and the motion carried unanimously.

d. **EXECUTIVE COMMITTEE ASSIGNMENT:**

<u>Board Action on a voice vote</u>: Board Member Fred Strong moved to appoint Board Member O'Malley (one of the past presidents), to serve on the Executive Committee as Past President. Board Member Tim Brown seconded, and the motion passed unanimously. The 2017 Executive Committee is thereby composed of President Compton, Vice President Irons, and Past President O'Malley.

e. PROPERTY SUBCOMMITTEE ASSIGNMENT: President Compton called for any volunteers to serve on the Property Subcommittee (see Board actions below).

Board Actions on voice vote: Property Subcommittee Assignment:

Board Member Dan Rivoire volunteered to serve on the Property Subcommittee, moving a motion to approve. **Board Member Tim Brown** seconded and the motion passed unanimously.

Board Member Debbie Arnold also volunteered to serve on the Subcommittee, moving a motion to approve. **Board Member John Peschong** seconded and the motion carried unanimously.

<u>ADJOURN TO RTA BOARD MEETING:</u> President Compton adjourned the Joint meeting to RTA Board meeting at **8:41 a.m.**

Public Comments: Mr. Greening, Atascadero, wanted to discuss the threats of possible service cuts and give some general information regarding it. He referenced an article from Destination Freedom, a weekly newsletter he receives, that stated motorists are the ones who end up making the decisions concerning transit but they do not understand what it is like to depend on transit. He suggested the Board read the Consolidated Human Service Public Transit Plan, which came from SLOCOG about a year ago, to get a better understanding of the public's transit needs. He also suggested that each Board member should take a month off from using their normal form of transportation and take a further look into the need for transit.

Mr. Jorge Aguilar, Arroyo Grande, thanked the Board for allowing him speak. He stated he is representing a coalition of business, labor, agriculture, tourism, and other constitutes that supported the self-help measure, which fell short on getting enough votes. He said that the good news is 83% of registered voters exercised their right to vote and of those a little over 66% supported that self-help measure. The bad news is that we have a challenge ahead of us when it comes to funding transportation. The need for transportation is increasing and the gas tax is dwindling. The Central Coast Citizens for Transportation will be representing those who support transportation needs and would like to serve as a resource to the Board and the citizens of San Luis Obispo County.

A. INFORMATION AGENDA:

A-1 <u>Executive Director's Report:</u> Mr. Geoff Straw stated that due to impending financial challenges RTA staff is recommending that we "pause" the effort to purchase two new over-the-road coaches. We will seek authority from our funding partners to instead use the grant monies to purchase three lower-cost replacement low-floor buses.

He continued by discussing the final steps to implementing the BusFinder units at the four bus stops on the Cal Poly campus. The BusFinders will tell the next arrival times on the electronic screens. They are solar powered; the challenge is they use two-way radio signals for communications, which avoids cell charges, but must be within the signal area.

Mr. Straw stated that staff recently met with our long-term garage CEQA/NEPA study consultants, and plans to begin reviewing next segments of the project in January. He said that staff expect to bring a draft CEQA document to the Board at its March meeting. Staff also finalized the agreement with the

Wallace Group for Paso Bus Parking Yard design/engineering services, which is fully funded. Hoping to go out to bid for construction in May or June 2017. The challenge is the current site has been sold and at any point we could be given notice to vacate.

Mr. Straw mentioned that next year's projected budget included a roughly 37% increase in LTF funding needed from each RTA jurisdiction, totaling \$1.4 million. This will affect the jurisdictions, in particular the Cities of Morro Bay and San Luis Obispo which currently already fully-claim LTF for transit purposes. Will have to find a way to balance the loss of LTF. The other issue is the newly-projected 20% reduction in STA funding in FY16-17. The on-going challenge is that the financial "fix it first" proposals at the State level appear to focus on bridges and roads and will not help with operating shortfalls. We will be bringing budget assumptions back to the March Board meeting.

Mr. Straw stated that RTA and SLOCOG staff have begun discussions with the Tri-Counties Regional Center to more equitably share Runabout costs, since RTA provides a "premium" service to their clients. He mentioned the table on page A-1-2 depicting trends in RTA's subsidy and usage of TCRC's clients, which varies from 10 to 14 percent of total annual Runabout usage, and it now exceeds \$400k/yr. Will continue to keep the Board informed on any updates. We are working with SLOCOG on the FTA MOUs for the three urbanized areas and will bring back to the Board.

RTA's Marketing Manager Mary Gardner was selected to participate in the next Leadership SLO program. Congratulations to Mary!

Several County-funded services, for example the Dial-A-Ride services and the Avila Beach Trolley, regularly do not meet the TDA-required farebox recovery ratio requirement. RTA and SLOCOG staff members are currently discussing the possibility of RTA becoming an Article 4.5 or Article 8. This would allow SLOCOG to designate alternate performance measures instead of solely the farebox recovery ratio. In the case of Article 4.5, this would require SLOCOG to designate RTA as a Consolidated Transportation Service Agency alongside Ride-on.

RTA core fixed route ridership is down 10.3% in comparison to the same period last year. As discussed in previous reports, declining fuel prices have resulted in transit ridership declines across the country. Runabout ridership is essentially the same as the previous year, which is an increase of just 0.6%. Overall, this is welcome relief from the double digit increases experienced over the previous two fiscal years. He mentioned that on Agenda Item A-1-4 there is a table that better shows the trend between fuel prices and transit ridership.

Labor costs combined for all three departments are essentially on-budget. Fuel costs are well below budget. Maintenance costs are above budget despite operating fewer miles. It should be noted that the annual premium for property insurance has been paid/reported, and workers compensation has been paid/reported through the first six months of the fiscal year.

The fixed route farebox recovery ratio (22.5%) is still well above the 16% standard, although it is lower than last year's year to date result (26%). The Runabout farebox recovery ratio result is essentially the same as last year's.

Mr. Straw concluded his report.

President Compton opened to Board comment.

Vice President Jamie Irons asked what the communication or outreach would be to the riders if there are service cuts. **Mr. Straw** stated that RTA policy requires us to undertake a number of different forms of communication when it comes to fare changes. It would be on the website, Facebook page, radio, as well as there would be community outreach meetings.

Board Member Gibson stated that the FY 17/18 budget projections were always right in front of us and part of it was service increases. There is an \$800,000 hole, of that there is a \$600,000 increase cost of service delivery. He agreed that community outreach is necessary when talking about the possibility reduced services. He also said that consolidation of other services would be a good idea to increase efficiencies and reduce operating cost. He asked what drives the \$600,000 increase is service cost. **Mr. Straw** said that the money was for Runabout services as well wages since we are on track with other transit systems in the county for drivers and mechanics. Express services growth projections was also an assumption of some of that cost.

Board Member Arnold mentioned the graph on page A-1-4 showing the reimbursements on emissions equipment from the buses, she if that was going to be an ongoing problem. **Mr. Straw** stated that we hope it will not continue to be an issue, but there was a piece of equipment that we are getting continued coverage on from the manufacturer.

Board Member O'Malley wanted to highlight a few of things. First, he mentioned that LTF funding can be used for roads. There should definitely be a needs assessment when it comes to using that money. Secondly, he stated Runabout is necessary for many in Atascadero, so consolidation of those services were important. Lastly, he stated that SLOCOG and RTA staff have been doing a good job working with Ride-on with the CTSA, He said Board participation would be a good idea.

Board Member Strong asked about vehicle purchases listed on A-1-6 and asked if anymore were anticipated. **Mr. Straw** stated that no other vehicle purchases are expected. **Board Member Strong** also asked farebox recovery ratio data on page A-1-7 and wondered if Paso services were in line in regards to the fares. **Mr. Straw** stated the Paso Express routes are shorter compared to other routes so the riders per hour will always be lower. Paso Express services will be looked over closely.

President Compton opened public comment.

Mr. De Carli, SLOCOG, stated that we are looking at cost effectiveness and support the findings. The over-the-road-coaches was something we supported to decrease standees. We concur with the idea to delay the purchase of those vehicles. SLOCOG has been continuing to work with RTA on the new maintenance facility and will be assisting in finding funding for the project. There is the 37% increase in LTF funding while revenue continues to decrease. SLOCOG will be looking to make sure cost effective services are being provided and look further into the routes. The state is missing the key component of congestion relief and transportation funding. Will be continue to work with RTA on becoming a CTSA.

Ridership issues have also been seen with Vanpool and Rideshare efforts as well. Will continue to work with RTA through these challenges.

Mr. Greening, Atascadero, stated transit should be seen as congestion relief, it is a cost effective effort for congestion issues. The LTF funding is intended for transportation services and should go to it since transportation needs it the most. Cuts in service affect employees and riders. If cuts have to happen don't jump to cutting services because it has a great effect on many, we need to look at every alternative.

President Compton closed public comment.

President Compton closed Board comment.

A-2 Strategic Business Plan Results: **Mr. Straw** stated that he will not be spending a ton of time going into the full report, instead he will go over the most objective ones. We are currently entering the final year of the Strategic Business Plan. The plan is made up of 6 sections and 19 standards. He presented the table with 11 standards, and discussed the 4 standards that we are not meeting in more detail. The first of those is the fixed route productivity standard. The standard is 22 and we are at 19.1, relatively close. On-time performance is the hardest standard we have meeting. The standard is 95% and we are currently at 82%. The way it was measured before was a Bus Operator would call in to dispatch if they were behind, but sometimes they wouldn't so the results weren't consistent. Now with the GPS trackers we are getting real-time information on when the bus is arriving. 95% is aggressive to meet, we will be looking to change the schedules or the standard. The farebox recovery ratio standard is 25% and we are currently at 22.5%. We are above the SLOCOOG standard of 16%, we will take a look at the standard when we update our plan. The risk management costs standard is 8.5% and we are currently at 10.7%. Our liability cost are higher than we had expected due to increases at the insurance pools that we are in. Will need to look over the standard next year.

Mr. Straw concluded his report.

President Compton opened Board comment.

Board Member John Shoals stated staff did a good job tracking the information and giving regular reports. He asked if there has been any other benchmarking with similar transit systems. **Mr. Straw** stated that the STRP included benchmarking and will be bringing information to RTAC as well as some recommended changes. **Board Member Shoals** asked if all positions were included in the training section and if the full report breaks it down more. **Mr. Straw** stated that yes, and there is a break down in the full report.

President Compton opened public comment.

Mr. Greening, Atascadero, complimented **Mr. Straw** and staff for the report. He knows it is not easy talking about falling short on certain standards. He said this is a testament of the excellent leadership of RTA. In regards to Service Quality standard three, he suggested that a worthwhile benchmark would be

if connections were not made. For Fleet and Facility standard 4, he suggested that comfort of shelters should be looked into as part of the standard, primarily with sun and rain cover protection issues.

President Compton closed public comment.

President Compton closed Board comment.

B. ACTION AGENDA:

B-1 <u>Declare Runabout Vehicles Surplus & Assign to Area Providers</u>: **Mr. Straw** stated that the Board has a policy in place to declare vehicles and other assets as surplus. Recently, RTA purchased six new Runabout vans to replace 2012 vans, and one new trolley. We would like to declare nine older vehicles surplus. We reached out to Ride-on and CAPSLO, and neither are currently interested in the vehicles, will now reach out to private companies.

President Compton opened Board comment.

President Compton closed public comment.

President Compton closed Board and public comment.

<u>Broad Member Strong</u> moved to approve the Agenda Item B-1. <u>Board Member Shoals</u> seconded, and <u>the motion carried on a voice vote.</u>

C. CONSENT AGENDA:

- C-1 Executive Committee Meeting Minutes of October 12, 2016 (Approve)
- C-2 RTA Board Meeting Minutes of November 2, 2016 (Approve)
- C-3 Execution of FTA Annual Certifications and Assurances (Approve)
- C-4 Resolution Authorizing Executive Director to Submit Application for Rural Transit Funds (Approve)
- C-5 Resolution Authorizing Executive Director to Submit Application for FTA Section 5339 Funds (Approve)
- C-6 Revised Resolution Authorizing Executive Director to Submit Application for State Proposition 1B Safety and Security Funds (Approve)
- C-7 Conflict of Interest Policy Revision (Approve)
- C-8 Resolution Authorizing Executive Director to Submit Application for FTA Section 5311 Funds (Approve)
- C-9 Resolution Authorizing CFO to Open Account with Pacific Western Bank (Approve)

<u>Broad Member Hill moved to approve the Consent Agenda.</u> <u>Board Member Gibson seconded, and the motion carried on a roll call vote.</u>

BOARD MEMBER COMMENTS: None

ADJOURNMENT: President Compton adjourned RTA meeting at 9:49 a.m.

CLOSED SESSION: The RTA Board went into Closed Session at **11:03 a.m.** and returned to Open Session at **11:13 a.m.**

Respectfully Submitted,

Shelby Walker

RTA Administrative Assistant



San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Draft Minutes 12/14/2016

C-2

Members Present: Lynn Compton, Vice President

Debbie Arnold, Past President

Members Absent: (vacant), President

Staff Present: Geoff Straw, Executive Director

Tania Arnold, Deputy Director and CFO Shelby Walker, Administrative Assistant

Tim McNulty, County Counsel

Also Present: Pete Rodgers, SLOCOG

Aida Nicklin, SLOCOG Stephanie Hicks, SLOCOG Eric Greening, Atascadero

1. Call to Order and Roll Call:

Vice President Lynn Compton called the meeting to order at 10:18 a.m. Silent Roll Call was taken and a quorum was present.

2. Public Comments:

Mr. Eric Greening, Atascadero, extended great gratitude for the wonderful service he has received in 2016. He wanted to remind the Board that 2017 is the last full year of the current contract for the Bus Operators. It is important that the Board should get a better idea what the negotiations will be and start planning ahead by looking into different scenarios and outcomes for the contract.

3. Information Items

A-1 Executive Director's Report

Mr. Straw addressed **Mr. Greening's** comment by stating that the current Bus Operator and Technician contract goes through January 31, 2018. He said there will be a closed session at the May Board meeting to discuss the contract negotiations. He also noted that the new minimum wage law will affect the negotiations.

He continued on with his report by mentioning the BusFinders, which were included as part of the ITS procurement. They work on 2-way radio frequency and will be tested at two locations on the Cal Poly's campus – two at the PAC and two at the library. The BusFinders will note when the bus should arrive. We are also looking into LED signs. **Vice President Compton** asked if these will eventually be placed at every bus stop location. **Mr. Straw** stated that no they will not be because they are expensive; the first four were donated to RTA. **Ms. Tania Arnold** also stated that because they work on radio frequency they will not work at every bus stop location.

Mr. Straw stated he hopes to have some new updates for the Government Center passenger facility by the end of the week and will have something for the January board meeting. Parts of the CEQA document for the Elks Lane project have been received and are currently under review. Staff will be meeting with SLO City this week to discuss the floodplain issue further. Mr. Tim McNulty stated that the floodplain maps are changing and we are trying to triangulate the different maps. Mr. Straw stated that the most recent map is better for the project. Further discussion ensued about the project.

Mr. Straw continued by stating that the County recently revised their community evacuations plans and we are prepared and trained for them in case of an emergency.

Mr. Straw stated that Fiscal Year 2017/2018 will have some challenges in regards to the LTF funding. There is roughly a 37% increase projected in LTF funding coming to RTA from each jurisdiction. Morro Bay and SLO City both already use all of their LTF funding for public transportation. Fuel prices continue to be low so that has been helping with our budget results as well. We will provide budget assumptions at the March Board meeting and seek budget adoption at the May Board meeting. STA funding is down 20%, and we use this funding for capital projects. This may delay some of our projects to address the issue; staff will monitoring this very carefully.

Staff has been working with SLOCOG and Tri-Counties Regional Center (TCRC) to figure out how to implement cost sharing for Runabout services. TCRC usage of Runabout services is about 14% of total ridership. State laws state that public services like Runabout are used first and then private services like Ride-On. Currently, TCRC is paying Ride-On more for a comparatively lower-cost service. We will be bringing back information on a cost-sharing scenarios that would provide "premium" services to TCRC at the March meeting. We will be proposing at least 10 to 20 dollars per trip. Mr. Pete Rodgers stated that this is one of the outcomes of the MOU discussion with

Ride-On, we took a look at the contract with TCRC they have and negotiate better rates for RTA and Ride-On. **Mr. Straw** stated that both agencies should get a benefit out of the conversations and will continue to keep everyone up to date as we get more information.

Mr. Straw stated that **Ms. Mary Gardner** was selected to be part of the 2017 Leadership SLO program.

He stated that we are currently talking to SLOCOG about the County-funded services, such as Nipomo Dial-A-Ride and the Avila Trolley, that do not regularly meet the TDA-required farebox recovery ratio. Discussing RTA as a possible Article 4.5 recipient for those services in order to use different performance measures for the farebox. SLOCOG would have to designate RTA as another CTSA; we will be bringing more information about this in early 2017.

Mr. Straw stated that fixed route ridership is down 10.3% from last year while Runabout ridership remains essentially the same. Low fuel prices is a primary reason why we are seeing low ridership.

Mr. Straw concluded his report.

Vice President Compton opened public and board comment.

Mr. Greening, Atascadero, stated that relative to the spreadsheet regarding LTF funding that the jurisdictions would be contributing, he wondered if Ride-On negotiations were to break down in some way, could their part of LTF funding go to RTA as an alternative to service cuts or layoffs. **Mr. Straw** stated the amount that we would receive wouldn't make a huge dent in the deficit. Hard to say what the impact would be and what that number would be on the jurisdictions. He also said that we will bring to the Board a package of potential services cuts and fare changes. **Mr. Greening** asked how the sales tax was tracking. **Mr. Straw** stated LTF is steady.

Vice President Compton closed public and board comment.

4. Action Items

B-1 Declare Runabout Vans Surplus

Mr. Straw stated that the Board has a policy in place to declare vehicles and other assets as surplus. Recently, RTA purchased six new Runabout vans to replace 2012 vans, and one new trolley. We would like to declare the older vehicles surplus and reach out to local transit agencies and non-profits to see if they would like them; if they do not the vehicles will go to auction.

Vice President Compton moved approval of action item B-1 and seconded by **Board Member Arnold**. The motion carried on a voice vote with **President (vacant)** absent.

5. Consent Agenda Items

C-1 Executive Committee Meeting Minutes of October 12, 2016

Board Member Arnold moved approval of action item C-1 and seconded by **Vice President Compton**. The motion carried on a voice vote with **President (vacant)** absent.

6. Agenda Review:

Mr. Straw briefly reviewed RTA Board Agenda items for the January 4th meeting.

7. Adjournment: Vice President Compton adjourned RTA Executive Committee meeting at 10:52 a.m.

Respectfully Submitted,

Acknowledged by,

Shelby Walker

Administrative Assistant

Lynn Compton

RTA President 2017

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY March 1, 2017 STAFF REPORT

AGENDA ITEM: C-3

TOPIC: MOUs for FTA Planning & Programming

PRESENTED BY: Omar McPherson, Grants Manager

STAFF RECOMMENDATION: Adopt the Updated MOUs to Cooperatively

Plan and Program FTA Funds Apportioned to the El Paso De Robles-Atascadero, San Luis Obispo, and Arroyo Grande-Grover

Beach UZAs

BACKGROUND/DISCUSSION:

The Federal Transit Administration requires that SLOCOG, serving as the Metropolitan Planning Organization for San Luis Obispo County, periodically update Memoranda of Understanding (MOUs) with the parties that serve the El Paso De Robles-Atascadero, San Luis Obispo, and Arroyo Grande-Grover Beach Urbanized Areas (UZAs) when legislation changes.

The most current and active legislation, the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) was signed into law On December 4, 2015. The RAST Act is the first federal law in over a decade to provide long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway, highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs. The FAST Act maintains our focus on safety, keeps intact the established structure of the various highway-related programs we manage, continues efforts to streamline project delivery and, for the first time, provides a dedicated source of federal dollars for freight projects. With the enactment of the FAST Act, states and local governments are now moving forward with critical transportation projects with the confidence that they will have a federal partner over the long term.

The prior MOUs in SLO County were approved as follows by the RTA Board of Directors:

- El Paso De Robles-Atascadero UZA on July 16, 2008
- San Luis Obispo on April 2, 2003
- Arroyo Grande-Grover Beach on November 12, 2012

The FAST act allows eligible FTA recipients that operate public transportation within these UZAs to apply as grantees for FTA Section 5307 for operating or capital purposes

and FTA Section 5339 funds for capital purposes. Section 5307 funds can be used to provide a maximum of 50% FTA contribution for eligible operating purposes (total operating costs minus fare revenues), and both Section 5307 and Section 5339 funds can be used to provide up to 80% for eligible capital purposes.

The attached MOUs for all three UZAs in the county are based closely on the previous MOUs and, in all material respects, the MOUs are uniform and consistent. The El Paso De Robles-Atascadero MOU was adopted by the two north County cities in October and November 2016. Similarly, the San Luis Obispo MOU will be considered by the city in March. Finally, the Arroyo Grande-Grover Beach MOU was adopted by the South County Transit Board of Directors at its October 19, 2016 meeting.

Staff Recommendation

Adopt the updated MOUs to cooperatively plan and program FTA funds apportioned to the El Paso De Robles-Atascadero, San Luis Obispo, and Arroyo Grande-Grover Beach Urbanized Areas.

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS, THE COUNTY OF SAN LUIS OBISPO, THE REGIONAL TRANSIT AUTHORITY, THE CITY OF ATASCADERO, AND THE CITY OF EL PASO DE ROBLES

"Regarding the Coordination of Ongoing Transit Planning and Programming Federal Funds that Support the Ongoing and Future Deployment of Transit Services in the North County".

This Memorandum of Understanding (MOU) is entered into between the SAN LUIS OBISPO COUNCIL OF GOVERNMENTS, hereinafter referred to as (SLOCOG), and the CITY OF ATASCADERO, CITY OF EL PASO DE ROBLES, SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA) AND COUNTY OF SAN LUIS OBISPO, (the City of Atascadero, City of El Paso de Robles, RTA and County are collectively referred to herein as "Public Transportation Providers"). The purpose of this MOU is to:

- 1) Foster a cooperative and mutually beneficial working relationship between noted agencies for the provision of comprehensive, effective, and coordinated transit planning on behalf of North County public mass transportation systems;
- 2) Identify the transit planning responsibilities in coordination with the State of California for the purpose of programming federal funds within the SLOCOG Federal Transportation Improvement Program (FTIP); and
- 3) Be consistent with the most recent Federal transit guidelines and otherwise update the original MOU from 2003 that had been crafted with the first designation of the North County small urbanized area (Census 2000).

WITNESSES THAT:

WHEREAS, the major populations of the Cities of Atascadero and Paso Robles and less populated north county portions of San Luis Obispo County in Templeton and Santa Margarita, as identified in the attached map, are designated as the El Paso de Robles – Atascadero Urbanized Area" ("North County UZA") (See Attachment A-map of the North County Urbanized Area); and

WHEREAS, the Public Transportation Providers are eligible to apply for and receive Federal Transit Administration (FTA) 5307 and 5339 funding for capital, operating, and planning assistance for the delivery of public mass transportation; and,

WHEREAS, SLOCOG is a Regional Transportation Planning Agency (RTPA) and the Metropolitan Planning Organization (MPO), for San Luis Obispo County; and,

WHEREAS, the "Fixing America's Surface Transportation Act (FAST)" is the new Federal legislation that superseded MAP-21 and became retroactive to October 1, 2015. Under the new legislation, MPOs continue to have to work cooperatively with public transit operators to develop Regional Transportation Plans (RTPs) and Transportation Improvement Plans (TIPs) for urbanized areas. These plans and programs are intended to further the national interest, encourage and promote the safe and efficient management, operation, and development of surface transportation systems. These systems should serve the mobility of people and freight, and foster economic growth and development within and through urbanized areas, while minimizing transportation-related fuel consumption and air pollution; and,

WHEREAS, SLOCOG and Public Transportation Providers rely upon a cooperative relationship to foster comprehensive regional transit planning, which feeds directly into State and national planning; and,

WHEREAS, this agreement is supported by the 2013/14 consolidation among regional and local services as the outcome of the 2012 North County Transit Plan recommendations.

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, and in consideration of the covenants and conditions herein contained, the parties agree as follows:

SECTION 1: Responsibilities of SLOCOG and the Public Transportation Providers

1.1 Communication

A critical component of this relationship involves open and productive communication, which leads to setting project priorities and federal funding needs. SLOCOG is required to update the Federal Transportation Improvement Program (FTIP) every other year and shall also include as part of its public hearing notice this language, "San Luis Obispo Regional Transit Authority relies upon SLOCOG, the Metropolitan Planning Organization (MPO) to meet the public participation requirements for the Federal Transit Administration (FTA) Program of Projects (POP)." The need to ensure responsive communication between the parties is imperative in order to meet this federal programming mandate.

Within or to and from a designated urbanized area, Public Transportation Providers are eligible for FTA 5307 and 5339 funding for capital, operating, and planning assistance for the delivery of public transportation. The Executive Directors of SLOCOG and RTA and the City Managers for Atascadero and Paso Robles are the primary individuals responsible for ensuring that the provisions specified in this MOU are followed through.

1.2 Governance

The Public Transportation Providers, individually and jointly, will cooperate with SLOCOG in the development and implementation of a committee to assure the application for and use of FTA 5307 and 5339 funding that is consistent with the Regional Transportation Plan (RTP) long range vision and reflected by an approved Federal Transportation Improvement Programs (RTIP and FTIP).

SLOCOG and the Public Transportation Providers have adopted a 2008 operating agreement designating the RTA as the grantee for FTA funding in the North County UZA. By means of this MOU, SLOCOG and the Public Transportation Providers agree to cooperate fully with all application and reporting requirements established by the FTA and implemented by the RTA.

SECTION 2: Transit Planning

2.1 Overall Work Program (Region)

In accordance with state and federal requirements, SLOCOG annually prepares, adopts, and updates an Overall Work Program (OWP) describing regional planning activities. The OWP relates regionally significant planning activities of the State, transit operators, local governments, and SLOCOG in an integrated, comprehensive program document. The Public Transportation Providers agree to annually prepare a list of regionally significant transit related planning studies for the future fiscal year to be completed by the Public Transportation Providers and submit that list to SLOCOG for their incorporation in the OWP for the next fiscal year as follows:

- a) A brief description of said studies by December 1st of each calendar year.
- b) A detailed description of said studies by January 14th of the following calendar year.

2.2 Short-Range Transit Plans (SRTP) (Operators)

In accordance with the planning regulations and FTA guidance, the Public Transportation Providers are required to prepare a five (5) year short-range plan to support sound financial and operations decision-making in transit planning and programming. In North County UZA, the joint 2012 North County Transit Plan is deemed to fulfill the requirements for the current SRTP. In the development of future SRTPs, the Public Transportation Providers will provide a draft list of projects for FTA funding. The list of projects shall:

- a) Identify and describe the scope of the specific projects and services, which address ongoing (status quo) and changing (gain or scaling back) transit demands. These projects and services are to include provisions for meeting requirements of the Americans with Disabilities Act (ADA).
- b) Provide qualitative and quantitative analysis showing how the project addresses transit needs, as well as its anticipated performance relative to the most recently adopted standards.
- c) Identify the amount and type of federal and non-federal funds required to support the projects for each year represented in the plan. In addition, identify an estimate of anticipated discretionary funding estimates for the multi-year FTIP (as anticipated and subject to funding awards).

2.3 Long-Range Transit Plan (Region)

In accordance with the planning regulations and FTA guidance, SLOCOG, in coordination with the Public Transportation Providers will update the Long-Range Transit Plan (LRTP). The LRTP will assess the transportation needs of the public and set forth improvements necessary to address those needs over a twenty (20) year period and updated every five (5) years consistent with SRTPs. The region has integrated the LRTP elements into the updates to the Regional Transportation Plan; at this time the 2014 RTP is the most recent reference. As Public Transportation Providers issue their more focused SRTP or sub-regional transit plans, refinements can be made to the RTP Public Transportation Chapter ahead of the formal RTP update.

2.4 Planning Assistance (As needed)

SLOCOG will provide input into the development of transit plans produced by the Public Transportation Providers. An example of the type of transit document is the 2012 North County Transit Plan and its projections of demand, supply, costs and revenues. In addition, SLOCOG will work cooperatively with and assist the Public Transportation Providers in their efforts to generate planning and forecasting information needed to establish and maintain the SRTPs and LRTPs. The type of assistance provided by SLOCOG includes, but is not limited to, the following:

- a) Obtain and analyze data from various sources to develop concrete demographic, growth, and use assumptions for transit forecasting and development (e.g. detailed socio-economic profiles, trip generation tables, American Community Survey information, maps).
- b) Assist in securing funds to conduct transit studies and in-depth analysis (e.g. research funding options, write or review grants).
- c) Assist in obtaining state and federal funding of projects consistent with the SLOCOG RTP (e.g., schedule release of programming recommendations, issue public notices within the allowed minimum time frame, keep e-records of public notices publications, facilitate FTIP amendments in a coordinated and timely manner).

2.5 FTIP Programming Criteria

As part of the FTIP update, federally-funded projects are programmed by SLOCOG on behalf of all transit providers receiving federal funds through FTIP. For proposed transit projects, the criterion used for the programming of federal funds within the SLOCOG FTIP is essential. SLOCOG and the Public

Transportation Providers will employ the following selection criteria to establish priorities for transit funding:

- a) Project purpose and need.
- b) Anticipated benefits.
- c) Degree to which a project will improve transit availability.
- d) Degree to which a project will improve service performance
- e) Air quality benefits and reduction in greenhouse gas emissions.
- f) Overall cost-effectiveness.
- g) Leveraging other funding sources and balancing the allocation of resources among the three small urbanized areas in the region.

Financial sustainability of any new service in light of projected funding changes at the state or Federal levels.

2.6 Regional Planning (Region)

SLOCOG will provide a forum to foster partnerships wherein the optimal development of public transit services in north County will be accomplished in a cost-effective and efficient manner. As part of the coordinated regional transportation system, SLOCOG will expand the continuing, cooperative, and consistent planning of the transportation systems operated by the Public Transportation Providers with the goal of continuing to improve the local, regional and interregional transit networks.

SLOCOG will be responsible for the development of regional planning documents such as the RTP, the LRTP (if a standalone report in future years), and the state-mandated analysis and determination of Unmet Transit Needs for the North County. The Public Transportation Providers will have the opportunity to provide technical advice during the development of these documents through the SLOCOG regional transportation advisory committee structure as well as using this agreement as the basis for direct communication. As a part of the regional planning process, the Public Transportation Providers will assist SLOCOG with efforts to achieve regional goals, including the requirement to attain state and federal air quality standards.

2.7 Application for Transit Funding (all parties)

The Caltrans administrator in the Division of Rail and Mass Transportation is the designated grant recipient. Caltrans is the oversight body for all small urbanized areas under this program. It is responsible for reviewing the FTIP approval list of candidate projects and their public noticing, the concurrence letter issued by SLOCOG as the MPO and to pin the grant with the FTA. In turn, the RTA as the designated regional grantee (on behalf of all North County providers, per Governance-1.2) prepares and submits the 5307 application to the FTA regional office for its final approval. SLOCOG will review the accuracy of the draft 5307 applications, the consistency of candidate projects with FTIP programming. If the review is satisfactory, SLOCOG will prepare a letter of concurrence.

The applications for federal funding shall be consistent with the SLOCOG RTP as required by federal guidelines. The RTA shall work with SLOCOG to develop consistent funding requests from all potential transit funding sources in order to prevent funding delays; this includes all other small urbanized areas 5307 projects, which are combined into a single grant application. Procedures in place for the 5307 formula program are not always aligned with those used by Caltrans for the separate 5339 program, itself administered by Caltrans on behalf of the FTA. Thus the above sequence of activities is most directly related to the 5307 urbanized area program.

2.8 Program of Projects (Regional)-2 year cycle

By early March of each even-numbered year, the Public Transportation Providers in coordination with the North County Transit Technical Committee ("Technical Committee") (described in Section 2.10, below) shall prepare and adopt a "Program of Projects" (POP) consistent with the requirements of Title 49 U.S.C Section 5307(c)(1) through (7). In odd-numbered years, the Committee may convene if the funding

programmed greatly differs from the final apportionments. This calendar could also vary based on the actual time of release of the Federal formula apportionments. (See Attachment B-Programming calendar)

2.9 Incorporation or Rejection in the FTIP (Regional)

SLOCOG will include all POP projects nominated from the annual urbanized area in its entirety in the FTIP at its April Board of Directors meeting, unless SLOCOG staff finds that:

- (a) The POP is inconsistent with the planning and programming process in this MOU;
- (b) There are insufficient funds to implement the POP based on the federal apportionment, potentially warranting some budget adjustments; or
- (c) The POP is inconsistent with the RTP and/or adopted local transit plans.

If SLOCOG proposes to reject the POP, it will provide notice to the Public Transportation Providers no later than 10 days after it receives the proposed POP from the North County Transit Technical Committee. SLOCOG's Executive Director may provide notice by letter; the notice does not require formal Board action. The SLOCOG Board will act on the proposed rejection of a POP in a public hearing at its June Board of Directors meeting posted no later than early May. Whenever SLOCOG rejects the POP, the North County Transit Policy Committee (See Section 2.10 below) shall convene, and the Public Transportation Providers shall resubmit the POP. Unless the new POP is rejected in the same manner, it will be amended into the FTIP. This amendment will not require a separate public notice if the new POP is limited to projects already part of the FTIP public hearing on the proposed POP rejection.

2.10 Committees

Two committees are established through this agreement (See Attachment C).

- a) The North County Transit Technical Committee shall consist of four (4) voting staff members: one (1) from the City of Paso Robles, one (1) from the City of Atascadero, one (1) from RTA and one (1) from the County of San Luis Obispo. Three (3) non-voting staff members shall include: one (1) representative from SLOCOG, (1) one representative from the Air Pollution Control District (APCD), and one (1) representative from Caltrans District 5 as ex-officio members.
- b) The North County Transit Policy Committee ("Policy Committee") shall consist of four (4) voting members: one (1) elected representative from the City of Paso Robles, one (1) elected representative from the City of Atascadero, one (1) RTA representative from the supervisorial district(s) in North County and one (1) member of the County Board of Supervisors (from one of the supervisorial district(s) which include the North County Urbanized Area) acting as a representative for the County. The committee needs only meet if there is an unresolved dispute with the POP, but may be convened if requested by signatories in this MOU.

2.11 Disputes

If a dispute regarding the allocation of funds arises between SLOCOG and the Public Transportation Providers, the agencies shall negotiate in good faith to resolve the dispute. If such negotiation does not result in resolving the differences, the issue shall be forwarded to the Policy Committee for review and recommendation. The recommendation of this committee shall be forwarded to SLOCOG for review and potential revision of the urban area POP. SLOCOG shall consider the recommendations of the committee and make a final determination of the POP. Its decision shall be final.

SECTION 3: FTIP Project Monitoring & Maintenance

3.1 Progress Reporting

The SLOCOG will be responsible for tracking the overall progress of all projects in the FTIP. SLOCOG will prepare a periodic report for the SLOCOG Board of Directors that identifies those transit projects that have been recently programmed, and their status of completion (e.g., on schedule, behind schedule, or completed).

In addition, as per FAST Act, SLOCOG is required to produce an annual list of projects for which federal funds have been obligated in the preceding year and will ensure that it is available for public review.

The Public Transportation Providers will assist SLOCOG's effort to track the overall progress of FTIP projects by submitting quarterly reports that address the status of each project receiving federal funds. Most of this data will be readily available from the RTA Grants Manager, who gathers quarterly updates from each provider under the FTA reporting rules. At a minimum, the quarterly report will include:

- a) Identify and correlate the projects by individual categories as identified in the FTIP (such as: Operations, Planning, Fleet Purchase, Fixed Facilities, Maintenance and Planning).
- b) Document the stage of project implementation.
- c) If project is behind schedule, state the reasons for the delay.
- d) Status of amount of federal funding obligated, received, and used to support projects.
- e) Identify the need for FTIP amendment in consultation with SLOCOG FTIP lead planner.

In addition to providing the above documents, the Public Transportation Providers will forward to SLOCOG and RTA a final copy of all planning documents produced as a result of receiving FTA funding. This will assist SLOCOG and RTA in overall transit planning as well as ensure that FTA Section 5307 funds used accordingly for planning purposes meet the FTA's requirements.

Also, the Public Transportation Providers will forward to RTA a final copy of its fiscal year Audited Financial Statement which should include it single audit report to meet the FTA's requirements (if applicable).

3.2 FTIP Amendments (Regional)

SLOCOG's Executive Director will exercise the authority delegated by the SLOCOG Board to process minor administrative amendments. Those may involve for example, changes in the project scope, shifts of federal fund between project phases within the biennial element of the FTIP or other changes such as the reallocation of 5307 funds, should other funding sources materialize for the same project. As part of the quarterly progress report, or sooner if required, the Providers will alert SLOCOG as to the need for amending the FTIP. In general, reasons for FTIP amendment includes, for example, funding shortfalls, delays in project implementation and/or new projects that need to be included to the document. (See 3.1)

SECTION 4: MOU Amendment

This MOU may be amended only by the written consent of all parties.

SECTION 5: MOU Termination

Either party upon thirty (30) days of written notification to the other may terminate this MOU.

SECTION 6: Authorization of MOU

By signature, we agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of fostering transit planning and programming federal funds within the SLOCOG Federal Transportation Improvement Program.

SAN LUIS OBISPO COUNCIL OF GOVERNMENTS

Ву:	Dated:	
Jan Marx, President		

SECTION 6: Authorization of MOU

Exhibit C: Organization Chart

By signature, we agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of fostering transit planning and programming federal funds within the SLOCOG Federal Transportation Improvement Program.

Steven Martin Date Mayor, City of Paso Robles	Jan Marx President, SLOCOG and RT	Date A Boards
Tom O'Malley Date Mayor, City of Atascadero		
Lynn Compton Date Chair, Board of Supervisors County of San Lu	is Obispo	
APPROVE AS TO FORM:	APPROVE AS TO FORM:	
Brian A. Pierik, City Attorney Date City of Atascadero	SLO County Counsel	Date
APPROVE AS TO FORM:	APPROVE AS TO FORM:	
Date City Attorney, City of Paso Robles	Timothy McNulty SLOCOG/RTA Legal Coun	Date sel
Exhibit A: Updated Map of Urbanized Area Exhibit B: Programming Calendar		

Dated:_____ By:___ Tom O'Malley, Mayor CITY OF EL PASO DE ROBLES Dated:_____ Steven Martin, Mayor REGIONAL TRANSIT AUTHORITY Dated:_____ Jan Marx, President **COUNTY OF SAN LUIS OBISPO** Lynn Compton, Chair of Board of Supervisors APPROVE AS TO FORM: APPROVE AS TO FORM: Date Date SLO County Counsel City Attorney, City of Atascadero APPROVE AS TO FORM: APPROVE AS TO FORM:

Exhibit A: Updated Map of Urbanized Area

Exhibit B: Programming Calendar

City Attorney, City of Paso Robles

Exhibit C: Organization Chart

Page 10 of 13

Timothy McNulty

SLOCOG/RTA Legal Counsel

Agenda Item No. 12

CITY OF ATASCADERO

Date

Paso Robles-Atascadero Urbanized Area

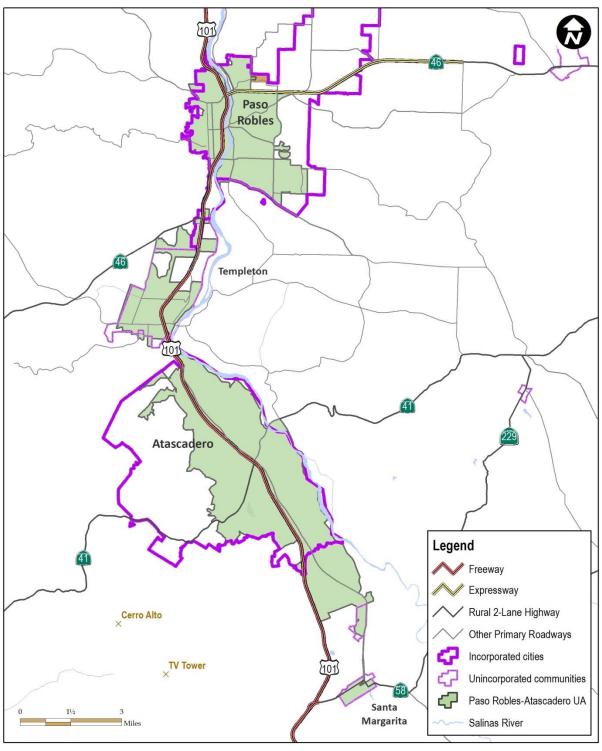


EXHIBIT B							
	DRAFT PROGRAMMING CALENDAR						
		Even Year(s)	Responsibility / Lead	Details			
1	Schedule 1st POP meeting; MOU Revisions as necessary	January/February	SLOCOG	Funding targets identified, needs discussed, scoring strategy			
2	Hold 1st POP meeting (publicly noticed)	March	SLOCOG/UZA TAC	List of candidate projects identified			
3	Urbanized Area TAC approves the POP(publicly noticed)	April/May	SLOCOG/UZA TAC				
4	Extra time in case of a dispute re-Draft POP	May	Locals				
5	Locals endorse POP	May	Locals	May be Board action or administrative			
6	Adopt 2-Year POP	June or August	SLOCOG	Requires Public Hearing			
7	FTIP Approval	August	SLOCOG	Requires Public Hearing			
8	Prepare draft grant application to FTA	December (Every year)	Locals & RTA				
9	Prepare Concurrence Letters	March (Every year)	SLOCOG	FTA requires that SLOCOG send a Letter agreeing with the Application			
10	Grant Funds Approved	April-October (Every year)	FTA				

RESOLUTION NO. ____ (2017 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, ESTABLISHING AN MOU BETWEEN THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS, SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY AND THE CITY OF SAN LUIS OBISPO REGARDING PUBLIC TRANSIT PLANNING AND PROGRAMMING

WHEREAS, the San Luis Obispo Council of Governments has been designated by the Governor, pursuant to Section 134 of Title 23 USC, as the Metropolitan Planning Organization for the region; and

WHEREAS, part 450.31 0 (b) of Chapter I of Title 23 CFR requires that there shall be an agreement between the metropolitan planning organization and operators of publicly owned transit services which specifies cooperative procedures for carrying out transportation planning (including corridor and subarea studies) and programming; and

WHEREAS, the OPERATOR(S) are the providers of publicly owned transit systems serving the San Luis Obispo urbanized area (UZA), shown by Exhibit A; and

WHEREAS, SLOCOG and OPERATOR(S) desire to establish the basic structure for cooperative planning and decision making for transit planning, and programming pursuant to the above requirements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. <u>Limitation of Statutory Construction.</u> Nothing in this agreement shall be construed to interfere with the authority, under any State law in effect on the date of the enactment of Section 134 of Title 23 USC, of a public agency with multimodal transportation responsibilities to develop:

- a. Plans and programs for adoption by a metropolitan planning organization; and
- b. Develops long-range capital plans, coordinates transit services and projects, and carries out other activities pursuant to State law.

SECTION 2. Area wide Transit Coordination. SLOCOG and OPERATOR(S) agree to work cooperatively with each other and with other public and private transit providers, and local governmental agencies to ensure the provision of coordinated, cost-effective, area-wide transit services. Such coordination includes, to the extent feasible and subject to action by governing bodies: fares; operating service agreements; pass policies; transit information and marketing; schedule and service coordination; capital needs; shared support facilities; data needs to meet periodic reporting requirements; and other activities as agreed upon by the parties.

SECTION 3. <u>Planning.</u> SLOCOG and OPERATOR(S) shall coordinate, to the extent feasible, planning efforts and studies as required by state and federal law. This coordination shall include but not be limited to:

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SECTION 3.1. Overall Work Program. In accordance with state and federal requirements, SLOCOG annually prepares, adopts, and updates an Overall Work Program (OWP) describing regional planning activities. The OWP relates regionally significant planning activities of the State, transit operators, local governments, and SLOCOG in an integrated, comprehensive program document. OPERATOR(S) agrees to annually prepare a list of regionally significant transit related planning studies for the future fiscal year to be completed by the OPERATOR(S):

- a. A brief description of said studies by December 1st of each year.
- b. A detailed description of said studies by January 14th of the following year.
- c. The contemplated funding sources to support such studies and a timeline.

Examples of regionally significant transit related studies include the joint preparation and update of Short-range Transit Plans, input and review of the Long-Range Transit Plan and route studies that involve intercity transit connections.

SECTION 3.2. Short-Range Transit Plan(s): OPERATOR(S) agree to prepare, adopt, and maintain a Short Range Transit Plan, as required by law. This document will provide the planning basis for transit capital and operating projects submitted by OPERATOR(S) to SLOCOG for inclusion in the Federal and Regional Transportation Improvement Programs (FTIP and RTIP).

SECTION 3.3. Regional Transportation Plan Update. To comply with 23 USC 134, 23 CFR 450.(214) SLOCOG will prepare a Regional/Metropolitan Transportation Plan which also meets the requirements of California Government Code Sections 65080 et. seq. and the California Transportation Commission's (CTC) Regional Transportation Planning Guidelines, hereinafter referred to as RTP. SLOCOG agrees to use each OPERATOR's most recent Short Range Transit Plan as the basis for the short-range transit and paratransit components of the RTP. SLOCOG will then use the short-term assumptions as a starting point to project long-range transit conditions. The RTP will be directed at achieving a coordinated and balanced regional transportation system. The RTP, updated every 4 years, will be developed with the full cooperation and participation of all affected or interested agencies, including OPERATOR (s), air quality agencies, Caltrans, the public and private sectors and similar agencies from adjacent counties.

Any RTP provision proposed to achieve a coordinated regional transit system that necessitates amendment to an OPERATOR's Short-Range Transit Plan will be identified and referred to the OPERATOR for consideration prior to adoption or amendment of the RTP. OPERATOR may choose to amend its SRTP to achieve consistency with proposed RTP provisions, consistent with the intent of this section, or not pursue said amendment.

SECTION 3.4. Regional and Federal Transportation Improvement Programs. SLOCOG is responsible for the periodic development, endorsement, and amendment of both a Regional Transportation Improvement Program (RTIP) and a Federal Transportation Improvement Program (FTIP), pursuant to state and federal requirements, respectively.

a.	SLOCOG agrees	that the	RTIP/FTIP	will be	prepared	cooperative	elv on	a fair
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and equitable basis as mutually agreed with OPERATOR(S) and all public agencies eligible to receive project funding. This cooperative effort will prioritize projects, whenever annual transit needs for scarce funding outstrip the available funding levels

- b. The OPERATOR(S) agree to report to SLOCOG a listing of projects for which federal funds were obligated in the previous fiscal year by October 1st of every year.
- c. SLOCOG agrees to include in the RTIP/FTIP projects recommended by OPERATOR(S), which relate to FTA Section 5307, FTA Section 5339 and other FTA funds that may become available, subject to provisions of this agreement, and subject to a finding by SLOCOG of consistency with adopted, short-range transit plans and the Regional Transportation Plan.

SECTION 4. <u>Programming.</u> SLOCOG and OPERATOR(S) shall coordinate, to the extent feasible, programming efforts and studies as required by state and federal law. This coordination shall include but not be limited to:

SECTION 4.1 <u>Programming Criteria.</u> SLOCOG and the OPERATOR(S) will employ the following selection criteria to establish priorities for urban transit funding:

- a. Maintenance of existing service levels
- b. Project purpose and need
- c. Anticipated benefits (including mobility and air quality)
- d. Degree of improvement to transit viability and availability
- e. Degree of improvement to transit system performance
- f. Cost-effectiveness of transit improvements
- g. Leveraging other funding sources and balancing the allocation of resources among the three (3) small urbanized areas in the region

Prior to the preparation of the initial Program of Projects (POP) as specified by Section 4.3 below, the SLO UZA Technical Committee shall establish definitions, performance measures, standards, protocols and methodologies for ranking prospective transit projects using each of the six programming criteria listed above.

SECTION 4.2 Transit Fund Programming. Pursuant to Section 134 (h)(5) of Title 23 U.S.C., except as otherwise provided in Section 5305(d)(1) of that code, and in addition to the transportation improvement program development required under subsection (b) of that code, the selection of federally funded projects for implementation in metropolitan areas shall be carried out, from the approved transportation improvement program, by:

- a(1). in the case of projects under Title 23, the State; or
- a(2). in the case of projects under Chapter 53 of Title 49, the designated transit funding recipients; and
- a(3). This programming covers the allocation of the Urbanized Area funds (Section 5307), the Capital Section 5339 funds and other Federal discretionary programs, as they may become available to the region. Such programming

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will be performed in cooperation with SLOCOG, serving as the Metropolitan Planning Organization.

SECTION 4.3 <u>Program of Projects (POP)</u>. On a 2-year programming calendar, involving the OPERATORS and SLOCOG and their advisory bodies, the following assignments in developing the Program of Projects (POP), using urbanized area Federal funds per most recent apportionment or as derived from historical levels, are as follows:

SECTION 4.3.1 OPERATORS:

- Based on the Federal Register's publication of Federal full 12-month apportionments in the SLO UZA, supply best estimate of Federal funds available for the first year of the POP (year 1, including carryovers from prior years). In addition, develop projections of Federal funds likely to be available in the second year of the POP (year 2 values based on historical).
- Develop respective wish lists of candidate projects with their target Federal amounts under the Federal urbanized area program and other eligible funding sources over the next two (2) years; spell out the rationale for each project, identify the proposed source(s) and levels of local match by project type, and conform with the OPERATOR's short-range transit plan.
- Meet with SLOCOG and other members of the Technical Committee (see 4.3.3) to review the list of candidate projects and reach a consensus on the final scope of the POP within each year's funding allowance.
- Bring the draft POP to respective transit advisory bodies for their review and comment. Then incorporate their feedback, as applicable.
- If needed, reconvene a meeting of the Technical Committee and make any refinements to the POP assumptions, based on the transit and regional advisory bodies' feedback (see 4.3.2).
- Delegate to SLOCOG the responsibility to issue a public notice on behalf of both operators and consistent with the FTA public participation requirements and the SLOCOG Public Participation Plan.

SECTION 4.3.2 SLOCOG:

• Bring the proposed POP to the Social Services Transportation Advisory Council, the Technical Transportation Advisory Committee and the Citizen's Transportation Advisory Committee for their review and recommendations prior to consideration by the SLOCOG Board.

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- Consolidate and integrate comments received from above transit advisory committees, regional committees and the public at large, based on consensus reached by Technical Committee. Provide a summary of comments to the SLOCOG Board.
- Prepare a written description of the proposed POP elements by geographical area and grantee (as part of the region-wide definition among all UZA's) with review by the OPERATORS, before its release for publication. This should be in sufficient detail to enable affected citizens, private transportation providers and, as applicable, local elected officials, the opportunity to examine the proposed POP and comment on the projects identified in each year, whether local or regional.
- At least 3 weeks ahead of the SLOCOG Board meeting, publish public hearing notices in local print media and on SLOCOG's website, ensuring adequate geographical coverage for the proposed projects. The approach will be adhere to the most recent policies of the SLOCOG's Public Participation Plan. In addition, all notices will be published on behalf of the designated FTA grantees (OPERATORS) for the FTA Section 5307, FTA Section 5339 and other pertinent FTA programs per the FTA national guidelines on public participation and public noticing.
- Per formal action by the SLOCOG Board, amend the FTIP with the final version of the 2-year POP. Upon Board action, SLOCOG will keep the OPERATORS abreast of the status of the formal state and Federal FTIP amendment approvals, both by forwarding those electronically upon receipt and their timely posting for easy downloading from the SLOCOG website.

SECTION 4.4 Committees:

The following committees are put in place through this agreement, as shown in Exhibit B:

- a) The "San Luis Obispo Urbanized Area Technical Committee", made of three (3) voting staff members. Those consist of two (2) from City of San Luis Obispo and one (1) from the RTA. Two (2) non-voting staff members will respectively represent SLOCOG and the Air Pollution Control District (APCD); both are ex-officio members.
- b) The "San Luis Obispo Urbanized Area Policy Committee", made of four (4) voting members: Two (2) elected officials from the City of San Luis Obispo and Two (2) elected County supervisorial representatives with the highest population in the San Luis Obispo UZA. Such Committee only meets if there is an unresolved dispute regarding the POP at the level of the Technical Committee. It also may be convened by request of the signatories to this agreement.
- c) No amendment to this MOU is warranted if individual staff or individual policy makers change due to turnover or elections' results. Potential reasons for formal amendments might be changes in composition or size of the Technical Committee and/or the addition of voting members (representatives from other agencies, such as the APCD or Caltrans District 5).

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SECTION 5. <u>Labor Standards.</u> Pursuant to Title 49 Section 5333(b)(2)(A) through Section 5333(b)(2)(F), SLOCOG and OPERATOR(S) shall ensure that interests of employees affected by the assistance of federal funds shall be protected under arrangements of the Secretary of Labor concluded to be fair and equitable. These rights include the preservation of rights, privileges, and benefits under existing collective bargaining agreements, the continuation of collective bargaining rights, the protection of individual employees against a worsening of their positions related to employment, assurances of employment to employees of acquired mass transportation systems, priority of reemployment, and paid training or retraining.

SECTION 6. Cooperation. The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of the San Luis Obispo Urbanized Area -Technical and Policy Committees.

SECTION 7. Withdrawal and Dissolution. Any party to this agreement may terminate its participation in this Agreement by resolution of its governing board. The withdrawal of the member shall have no effect upon the continuation of the Agreement among the remaining members. The Agreement as specified and required by federal law shall remain in full force and effect in regard to the remaining members in order to continue to receive applicable Federal transit funding.

Upon motion of and on the following roll call vote:	, seconded by	
AYES: NOES: ABSENT:		
The foregoing resolution was adopted this	day of	2017.
	Mayor Heidi Harmon	
ATTEST:		
Carrie Gallagher City Clerk		
APPROVED AS TO FORM:		
J. Christine Dietrick	_	R

Resolution No (2017 Series)	Page 7
City Attorney	
IN WITNESS WHEREOF, I have hereunto of San Luis Obispo, California, this o	o set my hand and affixed the official seal of the City day of
	Carrie Gallagher City Clerk
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY	SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
Geoff Straw, Executive Director Date:	Lynn Compton, President Date:
ATTEST:	ATTEST:
	Ronald L. De Carli, Executive Director
Approved as to Form and Legal Effect:	
	Timothy McNulty, SLOCOG/RTA Legal Counsel
	o set my hand and affixed the official seal of the San California, this day of
IN WITNESS WHEREOF, I have hereunto Luis Obispo Regional Transit Authority, Cal	o set my hand and affixed the official seal of the San ifornia, this,

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS

THE REGIONAL TRANSIT AUTHORITY (RTA)

AND SOUTH COUNTY TRANSIT (SCT)

"Regarding the Coordination of On Going Transit Planning and Programming Federal Transit Funds that Support the On Going and Future Deployment of Transit Services in the South County"

This Memorandum of Understanding (MOU) is entered into between the SAN LUIS OBISPO COUNCIL OF GOVERNMENTS (SLOCOG), the REGIONAL TRANSIT AUTHORITY (RTA) and the SOUTH COUNTY TRANSIT (SCT). Both RTA and SCT are hereinafter referred to as "Public Transportation Providers". The purpose of this MOU is to:

- Foster a cooperative and mutually beneficial working relationship between noted agencies for the provision of comprehensive, effective and coordinated transit planning on behalf of South County public transportation systems;
- 2. Identify the transit planning responsibilities in coordination with the State of California for the purpose of programming Federal transit funds within the SLOCOG Federal Transportation Improvement Program (FTIP); and
- 3. Be consistent with most recent Federal transit guidelines and otherwise update the original MOU first crafted in 2012 as a result of the Census 2010 designation of the Arroyo Grande Grover Beach Urbanized Area.

WITNESSES THAT:

WHEREAS, the major populations of the Cities of Arroyo Grande, Grover Beach, Pismo Beach plus the less populated and smaller portions of San Luis Obispo County (namely Oceano and Avila Beach) were designated as a new urbanized area by the 2010 Census (See Exhibit A); and

WHEREAS, the Public Transportation Providers are eligible to apply for and receive Federal Transit Administration (FTA) Section 5307 funding for capital, operating and planning assistance, FTA Section 5339 for capital-only purposes for the delivery of public transportation, and FWHA Congestion Mitigation Air Quality funding for transit-related capital and operating projects that reduce emissions; and

WHEREAS, SLOCOG is a Regional Transportation Planning Agency (RTPA) and the Metropolitan Planning Organization (MPO) for San Luis Obispo County; and

WHEREAS, the 2015 Fixing America's Surface Transportation Act (FAST) is the new Federal legislation that supersedes MAP-21 and became retroactive to October 1, 2015. This legislative framework continues to require MPOs to work cooperatively with public transportation providers to develop Regional Transportation Plans (RTPs) and the transit elements of the Transportation Improvement Program (TIPs). These plans and programs are intended to further the national interest, encourage and promote the safe and efficient management, operation, and development of surface transportation systems. These systems should serve the mobility of people and freight, and foster economic growth and development within and through urbanized areas, while minimizing transportation-related fuel consumption, air pollution and greenhouse gas emissions; and

WHEREAS, SLOCOG and the Public Transportation Providers rely upon a cooperative relationship to foster comprehensive regional transit planning which feeds directly into state and national planning; and

WHEREAS, the need for this agreement is supported by the recent update to the Joint Powers Agreement (JPA) among the local jurisdictions under the umbrella of South County Transit (the local public transportation provider, previously designated as South County Area Transit).

NOW, THEREFORE, in consideration of the mutual benefits of the parties hereto, and in consideration of the covenants and conditions herein contained, the parties agree as follows:

SECTION 1: Responsibilities of SLOCOG and the Public Transportation Providers

1.1 Communication

A critical component of this relationship involves open and productive communication, which leads to setting project priorities and federal funding needs. SLOCOG is required to update the Federal Transportation Improvement Program (FTIP) every two years and also include as part of its public hearing notice this language, "San Luis Obispo Regional Transit Authority relies upon SLOCOG, the Metropolitan Planning Organization (MPO) to meet the public participation requirements for the Federal Transit Administration (FTA) Program of Projects (POP).". The need to ensure responsive communication between the parties is imperative in order to meet this federal programming mandate and secure access to the Federal funds in an effective and timely manner.

1.2 Governance

The Public Transportation Providers, individually and jointly, will cooperate with SLOCOG in the development and implementation of a committee structure (See Section 2.10) to assure the applications for and use of FTA Sections 5307 and 5339 and CMAQ funding are consistent with the most recently adopted Regional Transportation Plan and reflected by an approved Federal Transportation Improvement Program (FTIP).

Besides the Federal, state and regional requirements and similar to the North County operating agreement, designating RTA as the grantee to administer, monitor, prepare quarterly reports and ensure full compliance with the FTA grant submittal rules, the South County jurisdictions will continue to work with RTA as the grantee for all South County Federal transit funding. Those responsibilities also include the Triennial Review preparation for the Federal Transit Administration (FTA), including the conduct of field interviews by a third party, under contract to the FTA.

SECTION 2: Public Transportation Planning

2.1 Overall Work Program (Regional)

In accordance with state and federal requirements, SLOCOG annually prepares, adopts, and updates an Overall Work Program (OWP) describing regional planning activities. The OWP relates regionally significant planning activities of the State, transit operators, local governments, and SLOCOG in an integrated and comprehensive scope. Public Transportation Providers agree to annually prepare a list of regionally significant transit related planning studies (as needed) for the next fiscal year and submit those to SLOCOG according to the following schedule:

- a) A brief description of said studies by December 1st of each year
- A detailed description of said studies by January 14th of the following year (including budget, tasks description, lead role, anticipated timeline by task in the next fiscal year as well as any future fiscal year, if applicable)

2.2 Short Range Transit Plans (Public Transportation Providers)

In accordance with metropolitan planning regulations and FTA guidance, the Public Transportation Providers are required to prepare a five (5) year short-range transit plan to support sound financial and operations decision-making in transit planning and programming. In the development of future SRTPs, the Public Transportation Providers will provide a draft list of candidate projects for FTA funding. The list shall:

- a) Identify and describe the scope of the specific projects and services, which address on going and increased transit demands. These projects and services are to include provisions for meeting requirements of the Americans with Disabilities Act (ADA)
- b) Provide qualitative and quantitative analysis showing how the project addresses transit needs
- c) Supply a preliminary priority list of operating and capital projects, subject to funding availability
- d) Identify the amount and type of federal and non-federal funds required supporting the projects for each year represented in the plan. In addition, identify anticipated discretionary funding estimates for the FTIP (also applicable to large scale projects, who may not tap into Federal grants)

2.3 Coordinated Human Services Public Transportation Plan (SLOCOG, public and private providers)

SLOCOG will work with the Public Transportation Providers, other providers of transit and paratransit services in the public and private sectors to regularly update this Plan. The Federal mandate for the Specialized Transit Needs in the region partly relates to the regional allocation of FTA Section 5310 discretionary grants, a function performed in close coordination with Caltrans. Consistency will be sought with this Plan, especially in identifying the respective roles of the stakeholders and in enhancing coordination among transportation resources toward seniors, persons with disabilities and population of low income.

2.4 Long Range Transit Plan (Regional)

In accordance with metropolitan planning regulations and FTA guidance, SLOCOG in coordination with the Public Transportation Providers will update the Long Range Transit Plan (LRTP). The LRTP will assess the transportation needs of the public and set forth improvements necessary to address those needs over a twenty (20) year period. This analysis will be more programmatic or less detailed than the scope of future projects in near term SRTPs. The LRTP may not need to be a standalone product; for instance, it can consist of the relevant excerpts from the most recent RTP, related to regional transit and paratransit policies, performance goals and proposed service improvements or projects.

2.5 Planning Assistance (As needed)

SLOCOG will provide input into the development of transit planning documents produced by Public Transportation Providers, including the SRTP and other special studies. In addition, SLOCOG will work cooperatively and assist the Public Transportation Providers in their efforts to generate planning and forecasting information needed for updating the local and regional Short Range Transit Plans. The type of assistance provided by SLOCOG includes, but is not limited to, the following:

- a) Obtain and analyze data from various sources to develop concrete demographic, growth and use assumptions for transit demand forecasts and financial projections (such as detailed socio-economic tables, trip generation tables, census information, maps, revenue growth assumptions by type of source)
- b) Assist in securing funds to conduct transit demand studies and in-depth analysis (such as researching funding options and writing discretionary grants)
- c) Assist in obtaining state and federal funding of projects consistent with the SLOCOG Regional Transportation Plan (such as reviewing or completing forms or checklists for Caltrans, supplying supplemental information requested by the FTA, facilitating the timely and accurate FTIP amendments related to transit activities)

2.6 FTIP Programming Criteria

As part of the FTIP updates, federally funded projects are programmed by SLOCOG on behalf of all transit providers receiving federal transit funds through the FTIP; this also includes regionally significant projects that may be funded with state or other funds. For proposed transit projects, the criterion used for fund programming within the SLOCOG's FTIP is essential. SLOCOG and the Public Transportation Providers will employ the following selection criteria to set priorities for transit funding:

- 1) Project purpose and need
- 2) Anticipated benefits, as well as costs and environmental impacts (if any)
- 3) Degree to which a project will improve transit availability
- 4) Degree to which a project will improve level of service performance standards
- 5) Air quality benefits and reduction in greenhouse gas emissions
- 6) Overall cost effectiveness
- 7) Leveraging with other funding sources and balancing the allocation of resources among the three small UZA's in the region.
- 8) Financial sustainability of any new service in light of projected funding changes at the state or Federal levels.

2.7 Regional Planning (Region)

SLOCOG will provide a forum that will foster partnerships so the optimal development of public transit services in South County can be accomplished. As part of the coordinated regional transportation system, SLOCOG will expand the continuing, cooperative, and consistent planning of the transportation systems operated by the Public Transportation Providers and enhance linkages with local, regional and interregional transit networks.

SLOCOG will be responsible for the development of regional planning documents such as the Regional Transportation Plan (RTP, every 4 years), and the Long Range Transit Plan. SLOCOG will lead the state mandated analysis and determination of Unmet Transit Needs under the

Transportation Development Act (TDA) in cooperation with Public Transportation Providers. The Public Transportation Providers will have the opportunity to provide technical advice during the development of these documents through the SLOCOG regional advisory committees' structure and local transit advisory bodies. As a part of the regional planning process, the Public Transportation Providers will assist SLOCOG with efforts to achieve regional goals including the requirement to achieve state and federal air quality standards, consistent with the California Transportation Commission (CTC) guidelines.

2.8 Application for Federal Transit Funding

The RTA as the designated grantee for FTA monies in the South County shall prepare and submit an application to the FTA for Federal funds. At first, based on the recommended Program of Projects, and with the assistance of SLOCOG, the RTA will submit draft grant applications to SLOCOG prior to forwarding it to the FTA regional office. SLOCOG will review the accuracy of the application, consistency of projects with FTIP programming, then prepare and submit a letter of concurrence to FTA with all proper back up documents. If the information warrants some refinements, SLOCOG will wait for the proper revisions to be made before finalizing the letter. The FTA grant application shall be consistent with the most recent of SLOCOG RTP or SCT's SRTP as required by federal guidelines. RTA shall work with SLOCOG and Caltrans to develop consistent funding requests from all potential transit funding sources in order to prevent delays. The above activities most directly apply to the FTA Section 5307 urbanized area and 5339 capital funding programs.

2.9 Program of Projects-2-year cycle (see programming calendar - Exhibit B)

By the end of January of every other year, the Public Transportation Providers in coordination with the South County Transit Technical Committee (See Exhibit C) shall prepare a "Program of Projects" (POP) consistent with the requirements of Title 49 U.S.C Section 5307 (c) (1) thru (7). The POP shall first be reviewed by the South County Transit Technical Committee, followed by the Executive Committee (SCT elements) and ultimately brought to the South County Transit Board of Directors for adoption. The POP consists of capital, operating and planning projects for implementation by the Public Transportation Providers; such funds must be guaranteed adequate local matching funds to be eligible for FTA support.

2.10 Incorporation or Rejection in the FTIP

SLOCOG will include all POP projects nominated from the bi-annual urbanized area allocation in its entirety in the FTIP unless SLOCOG finds that: a) The POP is inconsistent with the planning and programming process in this agreement; or b) There are insufficient funds to implement the POP based on the federal allocation; or c) The POP is inconsistent with the RTP and/or adopted local transit plans.

If SLOCOG proposes to reject the POP, it will provide notice to the Public Transportation Providers no later than 10 days after it receives the proposed POP from the South County Transit Technical Committee. SLOCOG's Executive Director may provide notice by letter; the notice does not require formal Board action. The SLOCOG Board will act on the proposed rejection of a POP in a public hearing no later than early April. Whenever SLOCOG rejects the POP, the South County Transit Policy Committee (See section 2.10-b) shall convene, and the Public Transportation Providers shall refine and resubmit the POP.

2.11 Committees

Two committees are established through this Memorandum as shown in Exhibit C

- a) The <u>South County Transit Technical Committee</u> made of five (5) voting staff members: One (1) from the City of Grover Beach; One (1) from the City of Arroyo Grande; One (1) from the City of Pismo Beach; One (1) from the County of San Luis Obispo; and One (1) from the Regional Transit Authority. Three non-voting staff members shall include One (1) representative from SLOCOG, One (1) representative from the Air Pollution Control District and One (1) representative from Caltrans District 5 as ex-officio members.
- b) The <u>South County Transit Policy Sub Committee</u> made of five (5) voting members: One (1) elected representative on the SLOCOG Board from each of the three (3) Cities in the South County Transit service area- or a subtotal of three (3) local representatives for the Cities-and two (2) elected representatives from the San Luis Obispo Council of Governments (SLOCOG) Board representing the County of San Luis Obispo in the South County area (Districts 3 & 4). The Sub Committee needs only meet if there is a vote on the POP (by the Transit Technical Committee) that is not unanimous. The Policy Sub Committee may also be convened if requested by signatories in this agreement for other planning and coordination issues.

2.12 Disputes

If a dispute regarding the allocation of funds arises between SLOCOG and the Public Transportation Providers, the agencies shall negotiate in good faith to resolve the dispute. If such negotiation does not result in resolving the differences, the issue shall be forwarded to the South County Transit Policy Sub Committee for review and recommendation. The recommendation of this Sub Committee shall be forwarded to SLOCOG for review and potential revision of the urban area POP allocation. SLOCOG shall consider the recommendations of the Policy committee and make a final determination of the POP. Its decision shall be final.

SECTION 3: FTIP Project Monitoring and Maintenance

3.1 Progress Reporting

The SLOCOG shall be responsible for tracking the overall progress of all projects in the FTIP. SLOCOG will prepare a mid-year report for the SLOCOG Board of Directors to review that identifies those transit projects that have been programmed, and their status of completion (e.g., on schedule, behind schedule, or completed). In addition, per federal guidelines, SLOCOG is required to produce an annual list of projects for which federal funds have been obligated in the preceding year and will ensure that it is made available for public review. The Public Transportation Providers will assist SLOCOG's effort to track the overall progress of FTIP projects by submitting quarterly reports that address the status of each project receiving federal funds. Most of this data will be readily available in a consistent format from the RTA Grants and Financial Manager, who gathers quarterly updates from each provider under the FTA grant reporting rules. At a minimum, the quarterly report will:

- a) Show projects by category consistent with the adopted FTIP (e.g., Operations, Capital Purchase, Maintenance, Rights of Way and Fixed Facilities Projects). This may include a scope change, needing to be defined under e) below.
- b) Document the stage of project implementation.
- c) If project is behind schedule, give the reasons for the delay.
- d) Status of amount of federal funding obligated, received and used to support projects.
- e) Identify the need for FTIP amendment with the rationale.

In addition to providing the above supporting documents, the Public Transportation Providers will forward to SLOCOG a final copy of all planning documents produced as a result of receiving Federal funding. This will assist SLOCOG in overall transit planning as well as ensure that FTA Section 5307 funds used for planning purposes meet the FTA's requirements.

3.2 FTIP Amendments

The SLOCOG's Executive Director will exercise the authority delegated by the SLOCOG Board to process administrative FTIP amendments, involving, for instance, minor changes in project scope or re-allocation of the FTA Section 5307 funds, would other grants materialize for the same project or shifting of funds between project phases within the biennial element of the FTIP.

With the submittal of the quarterly progress report (See item 3.1) or sooner if required, the Public Transportation Providers will alert SLOCOG of the need for amending the FTIP. In general, reasons for formal FTIP amendments include, for example, funding shortfalls, delays in project implementation and/or new projects that need to be amended into the document.

SECTION 4: MOU Amendment

This MOU may be amended by the written consent of all parties.

SECTION 5: MOU Termination

Either party upon thirty (30) days of written notification to the other may terminate this MOU.

SECTION 6: Authorization of MOU

By signature, we agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of fostering transit planning and programming federal funds within the SLOCOG Federal Transportation Improvement Program.

SECTION 7: Signatures to Witness Agency Consent

Lynn Compton, President	Lynn Compton, Board Chairma		
San Luis Obispo Council of Governments & San Luis Obispo Regional Transit Authority	South County Transit		
Date:	Date:		
APPROVE AS TO FORM AND LEGAL EFFECT: Legal Counsel			
San Luis Obispo Council of Governments South County Transit San Luis Obispo Regional Transit Authority			
Date:			

List of Exhibits

Exhibit A: South County Urbanized Area map

Exhibit B: Programming Calendar

Exhibit C: South County Advisory Structure

Exhibit A: South County Urbanized Area Map

Arroyo Grande-Grover Beach Urbanized Area



Exhibit B: Programming Calendar

EXHIBIT B					
		DRAFT PROGRAMMIN	NG CALENDAR		
		Even Year(s)	Responsibility/ Lead	Details	
1	Schedule 1st POP meeting; MOU Revisions as necessary	January/February	SLOCOG	Funding targets identified, needs discussed, scoring strategy	
2	Hold 1st POP meeting (publicly noticed)	March	SLOCOG/UZA TAC	List of candidate projects identified	
3	Urbanized Area TAC approves the POP (publicly noticed)	April/May SLOCOG/UZA TAC			
4	Extra time in case of a dispute re-Draft POP	May	Locals		
5	Locals endorse POP	May	Locals	May be Board action or administrative	
6	Adopt 2-Year POP	June or August	SLOCOG	Requires Public Hearing	
7	FTIP Approval	August	SLOCOG	Requires Public Hearing	
8	Prepare draft grant application to FTA	January (Every year)	Locals & RTA		
9	Prepare Concurrence Letters	February (Every year)	SLOCOG	FTA requires that SLOCOG send a Letter agreeing with the Application	
10	Grant Funds Approved	April-October (Every year)	FTA		

Exhibit C: SOUTH COUNTY ADVISORY STRUCTURE San Luis Obispo Council of Governments Purpose: Review and Approve Program of Projects (POP) in Federal Transportation Improvement Program amendments (FTIP). Other duties: 1) Make available Public Information on Urbanized Area, 2) Develop proposed POP, 3) Publish proposed POP, 4) Provide opportunity for input, and 5) Ensure coordination of Transit Services in UZA **SLOCOG South County Transit** Other SLOCOG **Policy Sub-Committee Transportation** (5 appointed members) Planning and 3 - SLOCOG city representatives (AG, GB, PB) **Programming Actions and** 2 - County Board of Supervisors (D 3, 4) **Unanimous** Committees agreement on POP (CTAC, SSTAC, TTAC) **South County Transit** Meets ONLY if (Existing Policy Board) Purpose: Recommend Program of Projects to SLOCOG, not unanimous agreement Meet as needed. **South County Transit (Technical Committee)** 5 voting members Purposes: Coordinate planning, programming and service integration. Develop proposed Program of Projects City of City of City of County of San Luis San Luis **SLO Air** Obispo Obispo **Arrovo** Grover Pismo San Luis **Pollution** Regional Council of Obispo **Control District** Grande Beach **Beach Transit** Governments 1 vote 1 vote and Caltrans 1 vote 1 vote **Ex-officio** Authority (1 rep. each) 1 vote Ex-officio South County Transit Planning, Air Quality Regional (Fixed Route) Programing, and Transit -Interagency Statewide **RTA Fixed** Coordination Plan Route Consistency Runabout-ADA

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY March 1, 2017 STAFF REPORT

AGENDA ITEM: C-4

TOPIC: Resolution Authorizing Participation in ERMA

ACTION: Approve Resolution

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Adopt Resolution

BACKGROUND/DISCUSSION:

RTA currently obtains Employment Practices Liability (EPL) coverage as part of our participation in the California Transit Indemnity Pool (CalTIP) liability program. However, CalTIP's EPL coverage is being discontinued effective July 1, 2017. Staff is seeking the Board's authority to obtain EPL coverage through the Employment Risk Management Association (ERMA).

ERMA is a pool consisting of other public agency risk pools such as CalTIP. ERMA is the first statewide risk sharing pool created exclusively to provide broad coverage for EPL with tailored loss prevention services. It is comprised of nine JPA members and two individual members, totaling over 195 individual underlying members. The pool provides coverage up to \$1 million per occurrence, and purchases excess coverage through RSUI Indemnity Company for coverage of \$1 million excess \$1 million per occurrence.

Pricing for ERMA EPL coverage is based on each individual agency's payroll level. ERMA's recommended self-insured retention (SIR) level for payroll ranges less than \$10 million is \$50,000. Staff recommend that RTA adopt this \$50,000 SIR level, which results in a rate of \$545.36 per \$100,000 of payroll costs. Based on the FY16-17 budget, our annual EPL costs through ERMA would be approximately \$22,000.

In order to meet ERMA member agency requirements, staff is requesting that the Board agree to participate for the minimum three-year commitment. Staff will present each year's estimated annual coverage costs as part of our annual budget-making process. Staff is also requesting that the Board authorize the Executive Director to complete and submit all necessary application documents.

Staff Recommendation

Approve the attached resolution authorizing the Executive Director to submit the attached Resolution as part of the application process to obtain Employment Practices Liability coverage.

AUTHORIZING RESOLUTION PARTICIPATION IN THE EMPLOYMENT RISK MANAGEMENT AUTHORITY

RESOLUTION NO. 17-___

RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY AUTHORIZING PARTICIPATION IN THE EMPLOYMENT RISK MANAGEMENT AUTHORITY

WHEREAS, the San Luis Obispo Regional Transit Authority previously obtained Employment Practices Liability (EPL) coverage through its participation in the California Transit Indemnity Pool (CalTIP); and

WHEREAS, CalTIP will cease providing EPL coverage on July 1, 2017; and

WHERAS, the San Luis Obispo Regional Transit Authority wishes to obtain EPL coverage for fiscal years 2017-18 through 2019-20; and

WHEREAS, the Employment Risk Management Authority (ERMA) is a self-insured joint powers authority created for the sole purpose of providing EPL coverage. ERMA is comprised of various public entities who risk share up to \$1 million against potentially unlawful employment practices and discrimination claims; and

WHEREAS, ERMA formed primarily due to the fact that government entities have not historically been able to secure EPL coverage at a competitive cost through the commercial insurance marketplace; and

WHEREAS, ERMA has met all of the high professional standards established by the California Association of Joint Powers Authorities (CAJPA) in the areas of governance, finance, claims control, safety and loss control and ERMA is fully accredited by CAJPA. CAJPA's accreditation process requires reviews by independent consultants in the areas of accounting, claims adjusting, and actuarial analysis; and

WHEREAS, ERMA provides services to both Joint Powers Insurance Authorities and individual public entities; and

WHEREAS, the San Luis Obispo Regional Transit Authority has determined that it is in the best interest to become a member of ERMA for the purpose of obtaining Employment Practices Liability coverage; and

WHEREAS, ERMA requires the San Luis Obispo Regional Transit Authority to pass a resolution expressing the desire and commitment of the San Luis Obispo Regional Transit Authority's participation in ERMA, which requires a three-year minimum participation period. The San Luis Obispo Regional Transit Authority also understands our entity will be bound by the provisions in the ERMA Joint Powers Agreement just as though it were fully set forth and incorporated herein whether our entity had signed it individually or through an underlying Joint Powers Insurance Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY:

THAT, the San Luis Obispo Regional Transit Authority approves participation in ERMA on March 1, 2017; and THAT, the Executive Director on behalf of the San Luis Obispo Regional Transit Authority is hereby authorized to take any and all actions necessary to implement the foregoing resolution. Upon motion of Director _____, seconded by Director ____, and on the following roll call, to wit: AYES: NOES: ABSENT: ABSTAINING: The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 1st day of March, 2017. President of the RTA Board ATTEST: Geoff Straw **Executive Director** APPROVED AS TO FORM AND LEGAL EFFECT: By: ____ Timothy McNulty RTA Counsel

Dated:

(Original signature in BLUE ink)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY March 1, 2017 STAFF REPORT

AGENDA ITEM: C-5

TOPIC: Lease Agreement for Bus Parking Yard in

Paso Robles

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize the RTA Board President and

Executive Director to Enter Into the Lease Agreement with the County of San Luis

Obispo

BACKGROUND/DISCUSSION:

As noted in previous RTA Board meetings, the two facilities currently provided by the City of Paso Robles for parking RTA and Paso Express vehicles in the North County are planned for redevelopment. Staff worked with County officials to develop a consolidated bus parking yard within the County Corp Yard, which is located at 1734 Paso Robles Street. The Board adopted a Mitigated Negative Declaration (MND) for the project at its September 14, 2016 meeting, and staff has negotiated the attached Lease Agreement for the property.

The Lease Agreement has a term of ten years and the monthly cost is \$1,000 per month. RTA would be responsible for all monthly operating costs, as well as the capital improvements and related maintenance costs that are outlined in the MND. The Lease Agreement also provides details on continued independent operations by the County and RTA within and adjacent to the property.

Staff is working with City of Paso Robles officials to extend the current lease with the new property owner at 4th and Pine to allow for sufficient time to complete the site improvements at 1734 Paso Robles Street. In addition, staff is negotiating changes to the Lease Agreement with the City at the 8th and Pine facility to reduce the monthly \$2,000 rent after we vacate the adjacent parking lot and will soon solely access the Train Station building for employee restrooms and possible storage of operational items (maps/schedules, employee forms, etc.). If all goes as planned, staff believes it can occupy the new bus parking facility at the County Corp Yard in November 2017.

Staff Recommendation

Staff recommends authorizing RTA Board President and RTA Executive Director to enter into the Lease Agreement with the County of San Luis Obispo.

LEASE

THIS LEASE is entered into between the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County," and San Luis Obispo Regional Transit Authority, a joint powers authority in the State of California, hereinafter referred to as "Lessee," and will replace and supersede all previous agreements between County and Lessee, with respect to the Premises hereinafter described.

WHEREAS, County owns four contiguous parcels described as APN 008-262-006 (approximately 3.31 acres); APN 008-297-005 (approximately 3.82 acres); APN 008-297-006 (approximately 1.00 acres); and APN 009-054-003 (approximately 0.81 acres) for a total of approximately 8.94 acres of real property, collectively known as the County Corporation Yard ("County Corp Yard") located at 1734 Paso Robles Street in the City of Paso Robles; and

WHEREAS, the County Corp Yard is currently used as a storage yard for County Roads Division, County Fleet Services Division, County Agricultural Commissioner and UC Cooperative Extension Farm Advisor; and

WHEREAS, Lessee desires to lease a portion of the County Corp Yard totaling approximately 1.5 acres of real property encompassed on APNs 008-297-005, 008-297-006, and 009-054-003 as depicted on Exhibit "A" attached hereto, hereinafter referred to as the "Premises," for its North County-based public transportation operation; and

WHEREAS, Lessee desires to obtain all required regulatory permits and entitlements, construct, maintain, and operate a Bus Parking Facility at the Premises, (as defined in Paragraph 7 below); and

WHEREAS, the County Board of Supervisors declares the Premises to be surplus and not needed for County use at the present time; and

WHEREAS, in accordance with California Government Code section 25372, the County may lease any real property that the Board declares surplus to any public agency, and may impose on the lease any terms and conditions it determines to be appropriate.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and Lessee agree as follows:

1. <u>Grant and Description of Premises</u>: County, for and in consideration of the promises contained herein, grants to Lessee the nonexclusive right and privilege to lease and to

occupy the Premises, as identified on Exhibit "A," and consisting of an approximately 1.5 acre portion of real property at the County Corp Yard.

- 2. <u>Condition of Premises</u>: The taking of possession of the Premises by Lessee shall, in itself, constitute acknowledgment that the Premises are in good and tenantable condition. Lessee agrees to accept the Premises in its existing condition, "as is," with no repairs, warranties or reports provided by County. County shall not be obligated to make any alterations, additions or betterment thereto.
- 3. <u>Term:</u> The Term of this Lease commences upon full execution of the Lease, with the County being the last party to sign (the "Commencement Date") and shall expire ten (10) years from the Commencement Date ("Initial Term"), with an option to extend as described in Paragraph 4 below.
- 4. Option to Extend: Within six (6) months of the expiration date of the Initial Term of the Lease, and with the <u>mutual</u> written consent of the Central Services Director, or Director's designee ("Director") and Lessee, Lessee may notify the County, in writing, of its desire to extend the term of the Lease for an additional ten (10) year period ("Extended Term"). The right of Lessee to negotiate with County any extension of this Lease pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:
- a. The Lease shall be in effect and Lessee shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the Lease;
- b. Lessee shall not have incurred nor received more than one written notice of default under the Lease during the then current Lease Term;
- c. All parties must accept the terms and conditions of the option extension in writing prior to any effective extension.

If the term of this Lease is not extended as provided in this Paragraph, this Lease and Lessee's right of possession shall terminate at the end of the Initial Term.

5. Rental: Beginning upon the Commencement Date, Lessee shall pay County as rent for the Premises the sum of One Thousand Dollars (\$1,000.00) per month, payable in advance on the first day of each month, without deduction, offset or abatement. Beginning on the first day of the thirteenth (13th) month, and every subsequent annual anniversary date thereafter, the preceding year's rent shall be adjusted upward according to any percentage rise in the Consumer Price Index (CPI). The adjustment shall be by a percentage equal to the percentage

increase of the Consumer Price Index between the previous **December** published CPI (or most immediately available month prior to the previous January, if no index is published in **December**) and the corresponding CPI for the same period twelve months previous. If there is a decrease or no change in the CPI, then the preceding year's option rent will not be adjusted. Annual CPI adjustment shall not exceed five percent (5%) annually.

The term "Consumer Price Index" refers to the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County Statistical Area, California, based on the period of 1982-84 = 100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

The index for the adjustment date shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base other than the base period (1982-84=100), the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau.

If the described index is no longer published, another generally recognized as authoritative shall be substituted by agreement of County and Lessee. If County and Lessee are unable to agree within thirty (30) days after demand by either party, on application of either party the substitute index shall be selected by the chief officer of the San Francisco regional office of the Bureau of Labor Statistics or it successor.

County shall provide written notice to Lessee of each adjusted rental amount on an annual basis. If the rent is not adjusted at the time for said adjustment as provided herein, Lessee shall continue to pay the annual rent established for the prior period until such adjustment is made, at which time Lessee shall promptly pay to County any deficiency and shall henceforth pay at the adjusted rate of rent.

All rental payments shall be directed to County at the following address:

County of San Luis Obispo Attention: Shauna Dragomir, County Real Property Manager Central Services Department Property Management Division 1087 Santa Rosa Street San Luis Obispo, CA 93408

Direct: (805) 781-5206

Email: sdragomir@co.slo.ca.us

6. <u>Surrender</u>: Except for modifications to be retained for the benefit of County as determined at the time of termination of this Lease, Lessee shall surrender the Premises unto County on the last day of the Initial Term, or any Extended Term, or sooner termination of this Lease in the same condition as when received, reasonable use and wear excepted.

7. <u>Use of Premises and Obligation to Construct and Operate Required</u> Improvements:

a. As partial consideration for the County entering into this Lease, Lessee hereby agrees to construct the Required Improvements described in this Paragraph. The Required Improvements shall be defined as including Lessee's construction of a Bus Parking Facility (the "Project") which will accommodate Lessee's current and future planned North County-based fleet of buses and vans, employee parking and office space for Lessee's drivers and staff. The Premises shall be used by Lessee for the construction, maintenance and operation of Lessee's Bus Parking Facility only and no other use shall be approved without the prior written approval of the Director, or Director's designee.

The Project will include the design, construction and installation of a facility to house up to fourteen (14) 40-foot and 45-foot fixed route coaches; five (5) 25-foot cutaway vans; twenty-six (26) 10-foot by 20-foot employee parking spaces; one (1) 50-foot by 25-foot modular office building including one (1) 12-foot by 14-foot storage space; one (1) 14-foot by 20-foot driver break area with kitchen; and one (1) 12-foot by 14-foot supervisor office accessible by an outdoor breezeway.

In addition, Lessee will install and maintain a ten-foot landscape buffer area along the US-101 perimeter along the fence line for the entire length of the Project site as well as landscape planting around the modular office building and vehicle parking spaces to provide screening from outside views. The existing 20-foot gate entry will be moved to the south and a section of new fencing will be installed along the river side of the entry driveway area and on the south end of the site, as shown on Exhibit "A" attached hereto. Lessee will install and maintain a separation fence and a second 20-foot gate to separate Lessee's Bus Parking Facility from County Fleet Maintenance. Lessee will install and maintain perimeter lighting and curbing for the parking areas and new building. Lessee will cause utilities to be placed underground along the western corridor, and Class II base and Hot Mix asphalt (HMA) overlay will be poured where there is currently no paving materials.

Lessee will improve and maintain the existing entrance to the facility from the public road at Paso Robles Street. Lessee shall be responsible to install and maintain a 20-foot paved entrance road extending from Paso Robles Street to the new 20-foot gate at the northerly end of the Premises as described above and as shown in Exhibit "A."

- b. Lessee's interest shall at all times be in compliance with all laws including, but not limited to, federal and state Constitutions, federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. Lessee expressly agrees at all times during the term of this Lease (including any extensions), at its own cost and expense, to maintain and operate the Premises and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, now or at any time during the term of this Lease in force, relating to sanitation or public health, safety or welfare.
- c. Lessee shall be solely responsible for providing all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of Lessee's operation at the Premises. Lessee shall comply with all labor laws and tax laws.
- 8. Ownership of Improvements: Title to improvements on the Premises at the Lease Commencement Date is retained by the County. This Lease is subject to any rights of ownership in the improvements. The ownership of all of the Required Improvements, and any and all additional alterations, additions and approved improvements constructed by Lessee, if any, shall remain in Lessee until expiration, or sooner termination, of the Initial Term, including any extended terms, of this Lease.

Upon termination of this Lease, all alterations, additions and improvements made in, to or on the Premises shall, with the exception of Lessee's modular office building, without compensation to Lessee, become County property free and clear of all claims to or against them by Lessee or any third person, and Lessee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. Such improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, Lessee shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the

Premises to a condition satisfactory to the County at Lessee's sole cost and expense prior to expiration of the term. Lessee shall also remove the modular office building at Lessee's sole cost and expense prior to the expiration of the term. Should Lessee fail to remove or dispose of Lessee's property as herein provided, County may, at its election, consider such property abandoned or may dispose of same at Lessee's expense, and Lessee shall reimburse County for said expense on demand. Also, at the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which Lessee has no control excepted, provided that such exculpatory provisions shall not extend to any risk which Lessee is required to insure against as provided herein.

- 9. <u>Lost Revenue</u>: If the Premises are closed for any reason including, but not limited to, war, armed conflict, public emergency, public nuisance, calamity, fire, earthquake, flood, act of God, strike, or similar act which shall prevent performance of this Lease in accordance with the rights and privileges granted herein, County shall not be liable to Lessee for any lost revenues. If Lessee's business is interrupted, the County shall not be liable to Lessee for any lost revenues or claims against Lessee from third parties including, but not limited, to Lessee's employees.
- 10. <u>Signs</u>: Lessee, at Lessee's sole cost and expense, subject to prior written approval by Director, or Director's designee, may place signs on the Premises. Signs shall conform to any and all sign ordinances of the City of Paso Robles.
- 11. <u>Capital Improvements</u>: Any and all improvements, whether major or minor, to be undertaken hereunder shall be administered as follows:
- a. Lessee agrees to submit to the Director, or Director's designee, for review and approval, all plans including specifications, working drawings, and other information required by the Director, or Director's designee, covering the Project. Said plans shall be submitted to the Director for the Director's, or Director's designee's approval at least fourteen (14) days in advance of submittal to the City of Paso Robles or any other regulatory agency. Additionally, if any of the proposed improvements require a licensed contractor, Lessee shall submit verification of the appropriate California licensure, registration with the Department of Industrial Relations, and verification of sufficient insurance and bonding of the licensed contractor. If the Director, or Director's designee objects to all or any portion of the proposed

plans, the Director, or Director's designee shall state the objections specifically, and Lessee shall make the changes specified and resubmit the plans as revised for the Director's, or Director's designee's, approval as herein provided. No improvement or alteration shall be made to the Premises or any portion thereof without the submission to and prior written approval of the plans by Director, or Director's designee. Approval and authorization by the Director, or Director's designee shall not be unreasonably withheld. Nothing contained herein shall be construed by Lessee to be a waiver by the Director, or Director's designee, of Lessee's need to acquire building and construction permits to include, but not be limited to, required permits from the City of Paso Robles, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes. The approval of any plans by the Director shall constitute an action of the County in its proprietary capacity only and shall in no way excuse Lessee from complying with any laws, rules, regulations, and ordinances regarding the development and use of the Premises. Further, no approval by the Director shall limit the exercise of discretion in the review process by any City or County officer, board, or commission, or the County Board of Supervisors.

- **b.** Upon issuance of a building permit from the City of Paso Robles, Lessee shall deliver to County the Final Construction Drawings approved by the City ("Final Construction Drawings").
- c. Upon completion of construction of the Required Improvements and issuance of a Notice of Completion from the City of Paso Robles, Lessee shall deliver to County the Final As-Built Plans approved by the City ("Final As-Builts").
- d. Director, or Director's designee, shall have the right to perform a final inspection of Required Improvements. If the Director, or Director's designee, determines the Required Improvements are in compliance with aforementioned terms and conditions, the Director, or Director's designee, shall issue a written statement of compliance acknowledging completion of the Project consistent with the terms of this Lease. Nothing herein shall be construed to be a waiver by the Director of Lessee's need to obtain final inspections and approvals from other required entities. Lessee shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any tenant improvements constructed exclusively on behalf of the County of San Luis Obispo, and in excess of \$1,000, shall comply

with current prevailing wage laws. Lessee shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary.

e. Lessee shall be required to follow Federal guidelines on performance security to ensure improvements are constructed as per approved design, and Lessee shall be required to name the County of San Luis Obispo on any bond required to be obtained per Federal Transit Administration requirements.

In the event legal action is required to enforce performance, Lessee will pay to County its reasonable attorney's fees and costs as determined by the court.

- 12. Lessee's Personal Property: Title to all personal property, moveable furniture, and movable equipment provided by the Lessee shall remain in the Lessee. Furniture and equipment affixed to the real property in any way shall be considered a capital improvement and shall be subject to the terms of Paragraph 8. Upon the removal of personal property by Lessee, whether such removal is upon termination of this Lease or at any time prior thereto, Lessee shall repair all damage to the Premises caused by the addition or removal of such property. County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Lessee. If Lessee elects to attach an item of personal property to the Premises that Lessee does not wish to be considered a capital improvement, a written request to exclude this item from capital improvements shall be submitted to Director, or Director's designee, for written approval prior to installation of the item.
- **13.** Equipment and Fixtures: County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of Lessee.
- **14.** <u>Title</u>: Lessee hereby acknowledges that fee title to the Premises is vested in the County of San Luis Obispo and hereby covenants and agrees never to challenge, contest or resist said title. Lessee may not acquire any right to the Premises by adverse possession or otherwise.
- 15. <u>County's Personal Property</u>: County shall retain title to all County's personal property at the Premises and Lessee shall maintain said personal property; specifically one (1) modular trailer and two (2) seatrain containers used as storage by the County Agricultural Commissioner and UC Cooperative Extension Farm Advisor, during the term of this Lease. Said personal property is located within the fenced separation and gated area of the Premises

described herein in Paragraph 7.a. above. Any improvements hereafter added by County at County's expense shall remain the personal property of County.

- **16.** <u>Utilities</u>: Lessee shall be responsible to provide and separately meter and pay for all utilities used on the Premises.
- **17. Janitorial:** Lessee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal.
- **18.** <u>Weed Abatement</u>: At least once per year, but as often as necessary, Lessee shall remove all weeds from the Premises.
- 19. <u>Maintenance/Repairs</u>: Lessee shall be responsible for all costs of maintenance and repairs of the Premises and the Required Improvements thereon, including, but not limited to, landscaping, fencing, lighting (exterior and interior), electrical, gas, plumbing, heating and air conditioning, roofing, paint, windows, doors, landscaping, and asphalt. If within fifteen (15) days of written notification by County, Lessee fails or neglects to commence maintenance and/or repair obligations as requested by County, County may, at its option, perform such necessary maintenance and/or repairs and bill Lessee for actual cost of said maintenance. Lessee shall promptly reimburse County upon demand.

In the event of an emergency, County may take action on the Premises as may be required for the protection of persons or property, and Lessee will reimburse County for County's reasonable expenses related to the emergency action. Lessee shall, at all times and at Lessee's expense, do all things reasonably necessary to protect the Premises used by Lessee. Lessee shall not grant, with respect to the Premises, easements, rights-of-way, licenses or permits.

- **20.** <u>Safety</u>: Lessee shall immediately correct any unsafe condition of Premises, as well as any unsafe practices occurring thereon. Lessee shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury. Lessee shall operate Premises in a manner to protect the health, safety, and welfare of the general public.
- **21. Employees of Lessee:** All employees, agents, assignees and sub-lessees of Lessee shall be appropriately licensed when required by law. All such employees, agents, assignees and sub-lessees shall be employees, agents, or assignees of Lessee only and shall not in any instance be, or be construed to be, employees, agents, or assignees of the County.

- 22. Smoke Free Workplace: Lessee shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on County properties, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County of San Luis Obispo to conduct County business.

 Notwithstanding any smoking prohibition set forth by County ordinance, any Lessee may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.
- 23. <u>Drug Free Workplace</u>: Lessee and Lessee's employees shall comply with all laws related to a drug free workplace. Neither Lessee nor Lessee's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of Lessee's facilities or County's facilities or work sites.
- **24.** <u>Gender Harassment Warranty and Liability</u>: Lessee shall have an obligation to train its employees regarding behavior prohibited by law that constitutes discrimination, sexual harassment and gender harassment.
- 25. **Storm Water Control Plan and Storm Water Management:** Lessee shall adhere to the requirements of the Storm Water General Permit (Permit) issued to the County of San Luis Obispo by the State Water Resources Control Board (State Board) that governs stormwater and non-stormwater discharges. Activities performed on the Premises shall conform to the Permit, and Lessee shall adhere to all current and future requirements established by the State Board for the County. Further, Lessee shall be responsible for developing a new Stormwater Pollution Prevention Plan (SWPPP) including a Spill Response Plan that is acceptable to County and the City of Paso Robles, for Lessee's use of the Premises. Lessee shall complete and submit to the County by July 1st of each year, an annual inspection report as presented in Exhibit "B". In order to verify compliance with the measures in the Permit and the information in the annual report, the lessee shall allow the County to inspect the Premises up to twice annually and will cooperate with County to correct any violations to the Permit and fulfilling the reporting requirements to the State Board. Failure to correct any violation and/or cooperate with the County in fulfilling these requirements will be deemed a failure of performance as defined in section 33 of this agreement.

- **26. Business Hours:** It is understood and agreed that the hours of Lessee's business operations shall be defined in Lessee's Conditional Use Permit with the City of Paso Robles. If required by the City of Paso Robles, Lessee shall propose noise-reduction techniques in their Conditional Use Permit that will go into effect with the construction and occupancy of the adjacent residential property in order to reduce noise impacts.
- 27. Indemnification: To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Lessee's performance or attempted performance of any obligation or duty provided for or relating to this Lease and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Lease and the remaining language shall be given full force and effect.
- 28. <u>Insurance</u>: Lessee shall obtain and maintain for the entire term of the Lease and Lessee shall not perform any work under this Lease until after Lessee has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Lessee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:
- effect for the period covered by this Lease, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessee's operations in the performance of this Lease, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- i. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- ii. The policy must cover personal injury as well as bodily injury.
- iii. Blanket Contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
- **b.** Workers' Compensation Insurance: In accordance with the provisions of sections 3700 et seq. of the California Labor Code, if Lessee has any employees, Lessee is required to be insured against liability for workers' compensation or to undertake self-insurance. Lessee agrees to comply with such provisions before commencing the performance of this Lease.
- c. <u>Primary Coverage</u>. For any claims related to this Lease, Lessee's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- **d.** <u>Notice of Cancellation</u>. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- e. <u>Waiver of Subrogation</u>. Lessee hereby grants to County a waiver of any right to subrogation which any insurer of said Lessee may acquire against the County by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- f. Additional Insureds to Be Covered: The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Lessee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.
- **g.** <u>Certification of Coverage</u>: Within fifteen (15) calendar days of the first day of the commencement date of this Lease, Lessee shall furnish County with the following for each insurance policy required to be maintained by this Lease, and annually thereafter:

- i. A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
- ii. A Workers' Compensation certificate of insurance must be provided.
- iii. Upon written request by the County, the Lessee shall provide a copy of the complete insurance policy.
- iv. Approval of Insurance by County shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease. Further, County's act of acceptance of an insurance policy does not waive or relieve Lessee's obligations to provide the insurance coverage required by the specific written provisions of this Lease.
- **29. Effect of Failure or Refusal:** If Lessee fails or refuses to procure or maintain the insurance required by this Lease, or fails or refuses to furnish County with the certifications required by *Subparagraph G*. above, County shall have the right, at its option, to forthwith terminate the Lease for cause.
- **30.** <u>Taxes</u>: As a qualified joint powers agency, the County Assessor's Office has determined that Lessee shall not be liable for possessory interest taxes or personal property taxes.
- 21. Lessee's Responsibility for Compliance: Lessee shall at all times observe and comply with, and shall cause all his agents, employees and sublessors to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this Lease and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County of San Luis Obispo and said legislative enactment has any impact fiscal or otherwise on Lessee, and if Lessee does not make a timely objection to County during course of legislative process, Lessee will be deemed to have waived any right to object at a later time and waives al damages flowing therefrom. Lessee shall and does hereby assume responsibility for payment of any and all licenses applicable to Lessee's operation on the Premises.
- **32. Notices:** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail as follows:

To the Lessee at:

San Luis Obispo Regional Transit Authority Attn: Geoff Straw, Executive Director

179 Cross Street

San Luis Obispo, CA 93401

To the County at: County of San Luis Obispo

Attn: Shauna Dragomir, Real Property Manager

Central Services Department 1087 Santa Rosa Street San Luis Obispo, CA 93408

The address to which the notices may be mailed as aforesaid by either party may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

- **33.** <u>Termination and Breach</u>: If any of the following occur, the Director shall have the right to terminate this Lease effective immediately for cause upon giving written notice to the Lessee:
- **a.** Lessee fails to perform its duties to the satisfaction of the Director, or Director's designee, including the accumulation of multiple less-significant instances of failure to perform in accordance with this Lease; or
- **b.** Lessee fails to fulfill in a timely and professional manner its legal and contractual obligations under this Lease.

At the discretion of the Director, or Director's designee, Lessee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate possession of the Premises.

The exercise of the remedies provided for in this section shall be cumulative and in no way affect or replace other remedies available to the County.

34. <u>Assignment of Lease</u>: Lessee shall not assign, transfer, or delegate this Lease or any interest therein without the prior written consent of Director, or Director's designee, and any such assignment, transfer, or delegation without the Director's written approval shall be considered null and void.

County may at its option, sell, assign, transfer to or delegate the Premises to another governmental agency provided that such sale, assignment, transfer, or delegation shall not terminate this Lease.

- **35.** Waiver of Claim: Lessee hereby unconditionally waives any claim against the County, its officers, agents or employees for damage or loss caused by any suit during the term of this Lease or in the future. Any action, proceeding or claim, directly or indirectly, attacking the validity of this Lease, or any part thereof, shall be the sole responsibility and liability of Lessee.
- **36.** <u>Limitation of Actions</u>: Lessee shall have no other legal or equitable rights, entitlement or interests other than those expressly stated in this Lease. This shall apply regardless of any information exchanged or representations made by County staff or others during negotiations, prior to execution, or after execution. No representation by County staff shall be binding unless said provision is in writing and signed by the Board of Supervisors prior to the effective date.
- any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of Lessee, provided, however, that County shall be entitled to receive any award for the taking of or damage to County equipment, fixtures, or any improvements made by County to the Premises which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of the Lease.

In the event that there shall be partial taking of the Premises during the Lease term under the power of eminent domain, this Lease shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this Lease shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of Lessee, provided, however, that County shall be entitled to receive any award made by County to the Premises which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease and, in the event that this Lease is continued as to that portion of that Premises not condemned, any award made for alterations, modifications or repairs which may be reasonably

required in order to place the remaining portion of the Premises not taken in a suitable condition shall belong to County.

38. <u>Destruction of Premises</u>: Should any matter or condition beyond the control of the parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this Lease in accordance with the rights and privileges granted herein, this Lease shall immediately be terminated and the County shall be under no obligation to the Lessee by reason of said matter or condition.

Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, both parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

- **39. Non-Discrimination:** Lessee shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.
- **40.** <u>Americans With Disabilities Act</u>: Lessee shall be responsible for alterations necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.
- 41. Public Records: Any and all written information submitted to and/or obtained by County from Lessee or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Lessee hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Lessee, any right or claim that any such information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify
- **42.** <u>Hazardous Waste</u>: Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or

polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively "Hazardous Materials"). Lessee shall, except in the event of County's sole negligence, indemnify, defend, protect and hold County, each of County's offices, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) Lessee's failure to comply with any Hazardous Materials law. Lessee's or County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Lessee and County and shall survive the expiration or earlier termination of the term of this Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

- **43.** <u>Severability</u>: The invalidity of any provision of this Lease shall not affect the validity, enforceability of any other provisions of this Lease.
- **44.** <u>Law</u>: This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California.
- **45.** <u>Venue</u>: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease.
- **46.** Entire Lease and Modifications: This Lease supersedes all previous leases and constitutes the entire understanding of the parties hereto. Lessee shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the changed

amendment or modification, by both parties. Lessee specifically acknowledges that in entering into this Lease, Lessee relies solely upon the provisions contained in this Lease and no previous leases or oral discussions prior to entering into this Lease.

- **47. Authority to Lease:** Any individual executing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Lessee, and that this Lease is binding upon Lessee in accordance with its terms.
- 48. Waiver of Lease Terms: No waiver by either party at any time of any of the terms, conditions or covenants of this Lease shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of County to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accursed shall impair any such right, power or privilege or option or b construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to Lessee shall be required to restore or revive after the waiver by County of any default. No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to County by this Lease shall be deemed cumulative.
- **49.** Entire Agreement and Modifications: This Lease and the attached Exhibits made a part of this Agreement by reference, embodies the whole Lease between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Lease must be in writing and executed by both Lessee and County.

IN WITNESS WHEREOF, the parties of, 2017.	s hereto have executed this Lease this day
COUNTY OF SAN LUIS OBISPO	LESSEE:
	San Luis Obispo Regional Transit Authority
By:	
Chairperson of the Board of Supervisors	By: Geoff Straw, Executive Director
APPROVED BY THE BOARD OF SUPERVISORS	Date:
This, 2017	
ATTEST:	
Clerk of the Board of Supervisors	
APPROVED AS TO FORM AND LEGAL EFFECT:	
RITA L. NEAL County Counsel	
By: Deputy County Counsel	
Date:	

EXHIBIT "A"
CONCEPTUAL PLAN – APPROXIMATE LOCATION OF PREMISES

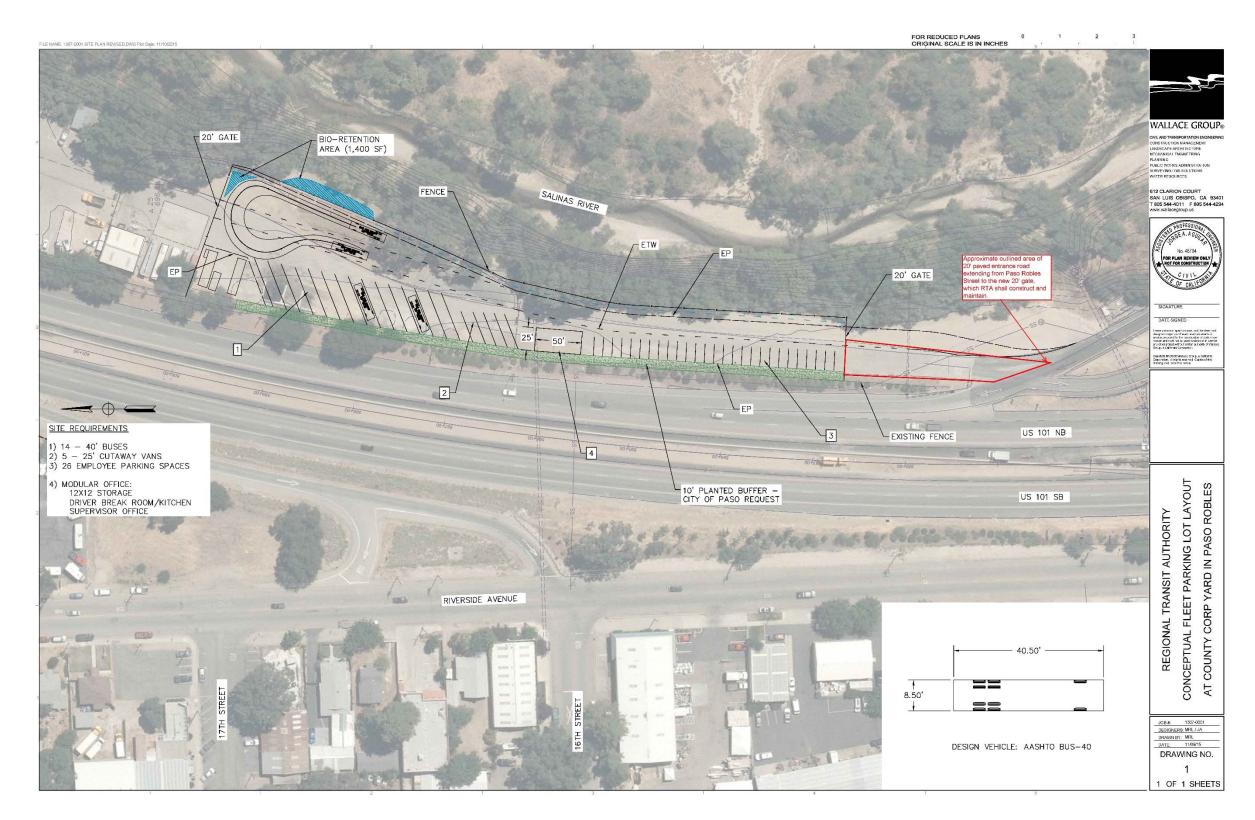
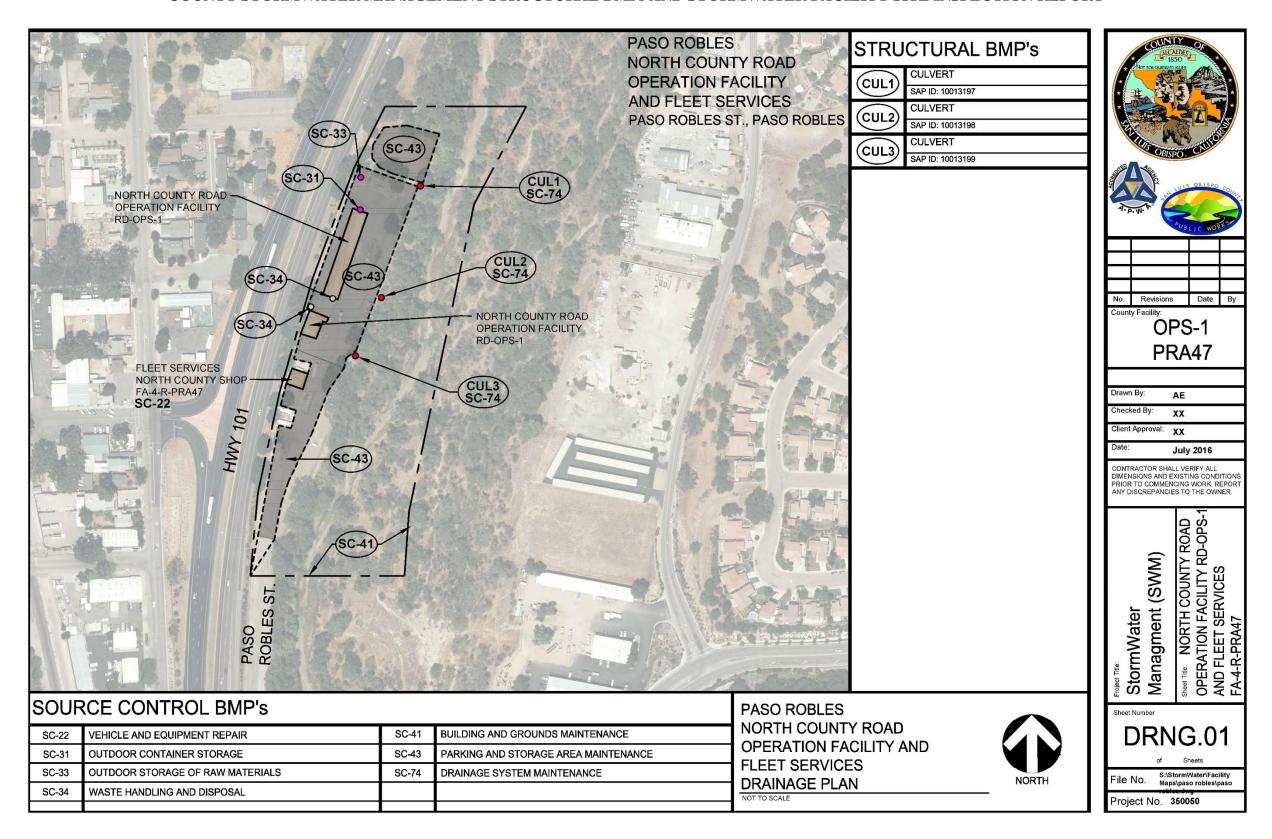


EXHIBIT "B" COUNTY STORMWATER MANAGEMENT STRUCTURAL BMPs AND STORMWATER FACILITY SITE INSPECTION REPORT



Stormwater Facility Site Inspection Report

Otorniwater racinty one inspection report				
	General Ir	formation		
Facility Name:		Facility Location or Description:		
County Facility Code & APN:		Date of Inspection:		
Inspector's Name(s), Title(s) & Phone:		Type of Inspection:	☐ Regular Maintenance ☐ Pre-storm event	
		During storm event	□ Post-storm event	
Total Site Area:	Total Building Area:		Total Parking Area:	
Proximity to Receiving Water: Does the facility dis-	charge directly or adjacent	to a 303(d) water body or	environmentally sensitive area? □Yes □No	
	Weather In	nformation		
Weather at time of this inspection? □ Clear □Cloudy □ Rain □ Sleet □ Fog □ Snowing □ High Wi		nds		
Other: Temp	erature:			
		agement Information		
Is there a chronic history of spills and leaks? □Yes □No □N/A If yes, describe:		Is there evidence of leak: ☐Yes ☐No ☐N/A If yes,	s and drips from equipment and machinery? , describe:	
Have any discharges occurred since the last inspection? \Box Yes \Box No \Box N/A If yes, describe:		If yes, describe:	n and response team? □Yes □No □N/A	
Are there any discharges at the time of inspection, including non- stormwater related outfall? □Yes □No □N/A If yes, describe:		Are appropriate spill containment and cleanup materials kept on site and in convenient locations? □Yes □No □N/A If yes, describe:		
Are cleanup procedures for spills followed regularly and correctly? □Yes □No □N/A If yes, describe:		Are personnel regularly to □Yes □No □N/A If yes	trained in the used of spill control materials? s, describe:	

1

	Site Construction Project Activity	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
1	Are all slopes, graded and disturbed areas being worked on properly stabilized?	□Yes □No □N/A	□Yes □No	□1 □2 □3 □4 □5
2	Are natural resource areas (streams, wetlands, mature trees, etc.) protected with barriers, filtration or other BMP's?	□Yes □No □N/A	□Yes □No	□1 □2 □3 □4 □5
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	□Yes □No □N/A	□Yes □No	□1 □2 □3 □4 □5
4	Are storm drain inlets properly protected and are discharge points and receiving waters free of any sediment deposits?	□Yes □No □N/A	□Yes □No	01 02 03 04 05
5	Is the construction exit preventing sediment from being tracked into the street?	□Yes □No □N/A	□Yes □No	□1 □2 □3 □4 □5
6	Are washout facilities (paint, stucco, concrete) available, clearly marked and maintained?	□Yes □No □N/A	□Yes □No	□1 □2 □3 □4 □5
7	Is trash/litter from work areas collected and placed in covered dumpsters?	□Yes □No □N/A	□Yes □No	01 02 03 04 05
8	Are materials that are potential stormwater contaminants stored inside or under cover?	□Yes □No □N/A	□Yes □No	□1 □2 □3 □4 □5
9	Are non-stormwater discharges (wash water, dewatering) properly controlled?	□Yes □No □N/A	□Yes □No	□1 □2 □3 □4 □5

	Material Stored Onsite:	Typical Quantity/Frequency: (ex. – gal/day, lbs/wk)	Is Stored Material Likely to Generate Pollutants?	Corrective Action Needed and Notes:
1			□Yes □No	
2			□Yes □No	
3			□Yes □No	
4			□Yes □No	
5			□Yes □No	
6			□Yes □No	

2

	Material Stored Onsite:	Typical Quantity/Frequency: (ex. – gal/day, lbs/wk)	Is Stored Material Likely to Generate Pollutants?	Corrective Action Needed and Notes:
7			□Yes □No	
8			□Yes □No	

For Effectiveness of Best Management Practices (BMP's) listed, □1 = No BMP's used and stormwater pollution likely, □2 = Some BMP's used but not effective, □3 = Some BMP's used and moderately effective, □4 = Source control BMP's used and very effective/structural BMP's needed, or □5 All necessary BMP's used and very effective.

	Site Activity and BMP*	Applicable	Maint.	Effectiveness of BMP Measures, Corrective Action Needed
	(*note: for each typical BMP see SC-11 for Spill	Activity:	Required:	and Notes:
	Prevention, Control and Cleanup Procedures)	Activity.	ricquireu.	and Notes.
A	Vehicle and Equipment Fueling: (Ref. SC-20)			□1 □2 □3 □4 □5
1,,	Are areas free of spills/leaks/trash, shutoff valves	□Yes	□Yes	
1	installed, staff training in fueling + cleanup procedures,	- 100		
1	spill control absorbent materials ready, drains labeled	□No	□No	
	for oil/water separator, sewer, and stormdrain, fuel			
	area cover or overhanging roof?	□N/A		
В	Vehicle and Equipment Washing/Steam Cleaning:			□1 □2 □3 □4 □5
	(Ref. SC-21)	⊒Yes	□Yes	
1	 Are areas free of spills/leaks/trash, vehicles cleaned at 			
1	commercial cleaning facility off-site, washing area	□No	□No	
	clearly marked, signage posted that discharges to stormdrain prohibited, trash containers provided, map			
	of storm drain to prevent discharge of wash water?	□N/A		
C	Vehicle and Equipment Maintenance and Repair:			□1 □2 □3 □4 □5
ľ	(Ref. SC-22)	□Yes	□Yes	37 32 30 34 30
	· Are areas free of spills/leaks/trash, idle equipment	-100	-100	
	stored under cover, drip pans used for leaking	□No	□No	
	vehicles/equipment, maintenance areas designed to			
	prevent stormwater pollution, signs painted on	□N/A		
	stormdrain inlets to prohibit liquid or solid wastes, covered or roofed work area, spill control materials			
	available?			
D	Outdoor Loading or Unloading of Materials:			□1 □2 □3 □4 □5
	(Ref. SC-30)	⊒Yes	□Yes	
	 Are areas free of spills/leaks/trash, materials stored 			
	inside when feasible, training of staff in transfer of	□No	□No	
	materials + spill management, spill control materials			
	available, dry sweeping of area, storage containers have lids and are in good condition?	□N/A		
E	Outdoor Container Storage of Liquids: (Ref. SC-31)			□1 □2 □3 □4 □5
	 Are areas free of spills/leaks/trash, liquids stored 			

Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
inside when feasible, training of staff in transfer of liquids + spill management, spill control materials available, storage containers have lids and are in good condition, secondary containment berm or curb?	□Yes	□Yes	
	□N/A		
F Outdoor Process Equipment Operations and Maintenance: (Ref. SC-32) • Are areas free of spills/leaks/trash, training staff in spill	□Yes	□Yes	□1 □2 □3 □4 □5
management, spill control materials available, secondary containment berm or curb, cover or overhead roof, trash containers provided, labeling of	□No	□No	
stormdrain?	□N/A		
Outdoor Storage of Raw Materials: (Ref. SC-33) Are areas free of spills/leaks/trash, materials stored inside when feasible, outside stockpile areas covered,	□Yes	□Yes	□1 □2 □3 □4 □5
roofed over or enclosed, storage containers in good condition with lids, drums in secure storage area?	□No	□No	
	□N/A		
Waste Handling and Disposal: (Ref. SC-34) Are areas free of spills/leaks/trash, trash collected and placed in covered dumpsters, storage containers in	□Yes	□Yes	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
good condition, recycling containers utilized, areas dry swept regularly, no hazardous waste materials stored, secondary containment methods, staff trained in spill	□No	□No	
prevention?	□N/A		
Building and Grounds Maintenance: (Ref. SC-41) Are areas free of spills/leaks/trash, drop cloths used for maintenance, any washing done with stormdrain	□Yes	□Yes	□1 □2 □3 □4 □5
filtration, spill control training and materials available, utilize non-toxic chemicals for maintenance, recyclable cleaning materials, regular dry sweeping?	□No	□No	
	□N/A		
 Parking/Storage Area Maintenance: (Ref. SC-43) Are areas free of spills/leaks/trash, site designed to include vegetated strips, swales or infiltration devices, 	□Yes	□Yes	□1 □2 □3 □4 □5
rooftop drains prevent drainage directly onto paved surfaces, lot includes semi-permeable hardscape, trash receptacles provided, dry sweeping and regular	□No	□No	
parking lot sweeping?	□N/A		npliance Issues:

4

	Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
Area	for information and comments or incidents of non-compliance	e not described ab	ove:	
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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY March 1, 2017 STAFF REPORT

AGENDA ITEM: C-6

TOPIC: RTA Bus Stop Improvement Plan

ACTION: Adopt Plan, Authorize Improvements

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Implementation of RTA Bus Stop

Improvement Plan, Including Contracting for

Improvements

RTAC RECOMMENDATION: Provided Copies Individually for Comment

BACKGROUND/DISCUSSION:

Staff developed a comprehensive *Bus Stop Improvement Plan* to prioritize RTA regional and local fixed-route bus stop improvements and identify capital requirements. It is the purpose of this Plan to ensure, to the extent practicable, that all bus stops served by RTA fixed-routes are safe, accessible, convenient, and comfortable for transit users.

Please note that the attached draft Plan does not include the referenced Attachment D because it includes very large tables. Attachment D was transmitted electronically to all City Managers, the County Administrator, Public Works Directors and to RTAC members last week for review and comment. The draft Plan is also posted on the RTA website.

The RTA fixed-route system currently serves 189 bus stops and 5 transfer centers, including some bus stops that are shared with local transit providers in San Luis Obispo, Morro Bay and Santa Maria. A significant addition took place in 2014 with transit service consolidation in northern SLO County, specifically with the addition of stops in Paso Robles and Atascadero.

The Plan updates information on bus stop conditions from a survey completed 2014. The survey of RTA bus stops included considerations of safety, bus stop location, ADA accessibility requirements, existing passenger amenities, pedestrian pathways, and vehicle traffic. The Plan also uses passenger activity by bus stop gleaned from the Automated Passenger Counter system installed on RTA buses in late 2015. This passenger activity data allows staff to more accurately determine whether bus stop usage

meets the thresholds adopted by the RTA board in 2010 for the installation of passenger amenities such as benches and shelters. The adopted standards are 40 or more boardings per weekday for a large passenger shelter, 25 or more for a small passenger shelter, and 15 or more boardings for a passenger bench.

Recommended Bus Stop Improvements

Based on an assessment of safety issues, passenger usage, and accessibility considerations, the Plan recommends the following bus stop improvement projects by community:

- 1. <u>Atascadero</u> (1 bus stop): Southbound Viejo Camino at Bocina; add bench (contingent on accessibility improvements). Cost: \$1,000.
- 2. <u>Morro Bay</u>: (none). Existing stops are of limited number, and issues are typically roadway related, outside RTA's jurisdiction. RTA should work with the City of Morro Bay to expand ADA access at Morro Bay Park.
- 3. <u>Paso Robles</u> (1 bus stop): Relocate unused bus stop shelter at the North County Transportation Center to current stop location used by Paso Express. Cost: \$1,500.
- 4. <u>San Luis Obispo</u> (2 bus stops) The following improvements should be implemented as follows:
 - a. Government Center Improve shading, expand plaza area, install Ticket Vending Machine, install LED bus arrival signs. Cost: \$114,600
 - The SLO Student Living apartment complex on Santa Rosa (northbound) –
 Add shelter and/or bench in cooperation with SLO Transit and Caltrans.
 Cost: \$15,500, including expanded concrete pad.
- 5. <u>Santa Maria</u> (1 bus stop): Add bus stop pole at Veterans Administration Clinic near Marian Medical Center. Cost: \$350.
- 6. <u>San Luis Obispo County</u> (7 bus stops total): The following improvements should be implemented in these unincorporated communities:
 - a. <u>Cayucos</u> (1 bus stop): Ocean Ave and 9th Add small trash receptacle (per request). Cost: \$250.
 - b. Los Osos (5 bus stops):
 - i. 11th at El Moro Relocate stop 30 feet to the north. Cost \$3,000.
 - ii. Santa Maria at 2nd Repair landing area (with DG). Cost \$700.
 - iii. Santa Ysabel at 15th Install bench. Cost: \$1,000.
 - iv. 7th at El Morro Repair landing area (with DG). Cost: \$700.
 - v. 11th at Ramona Repair landing area (with DG). Cost: \$700.

- c. <u>Nipomo</u> (1 bus stop): Northbound Thompson at Branch Repairs to concrete around bus stop (in partnership with County), or relocation of shelter. Cost: \$1,400.
- d. <u>Santa Margarita</u>, <u>San Miguel and Templeton</u>: (none). Existing bus stops are of limited number and high quality.

The total cost for these projects is estimated at \$140,700. However, the Government Center project (\$114,600) is excluded from this request, since it is included in a separate staff report. The resulting net request under this request is **\$26,100**.

Staff will work with jurisdiction staff to prioritize future year bus stop improvement funding to focus on ADA accessibility improvements where feasible. In rural areas that lack traditional sidewalks, the bus stop improvements will include a firm and stable surface to load/unload passengers, with a connection to the roadway shoulder that is essentially free of physical barriers that would prevent a user from walking/rolling along the roadway shoulder consistent with ADA requirements.

A survey of stops with existing lighting fixtures identified several functionality issues. Repair efforts are currently under way.

Fiscal Impact

Currently, sufficient funds are budgeted in the capital program for the recommended bus stops improvements. The estimated cost for these planned stop improvements (excluding the Government Center project) is \$26,100, plus \$4,000 for the repairs to existing lighting systems, for a total of \$30,100. For planning purposes, staff recommends that a 10% contingency amount be added, and that the resulting figure be rounded up to the nearest \$5,000. This equates to \$35,000.

Staff Recommendation

Receive the Bus Stop Improvement Report; approve the report recommendations for bus stop improvements, and authorize the Executive Director to solicit bids and subsequently execute a contract to implement the improvements, in an amount not to exceed \$35,000.

RTA Bus Stop Improvement Plan





March 2017

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Attachment:

Appendix D: Bus Stop Amenties, Location and Accessiblity Data

EXECUTIVE SUMMARY

The mission of the San Luis Obispo Regional Transit Authority (RTA) is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County.

RTA staff members prepared this *Bus Stop Improvement Plan* to help our JPA member jurisdictions prioritize RTA regional and local fixed-route bus stop improvements and to implement a cohesive operational and capital plan for those improvements. It is the purpose of this Plan to help ensure, to the extent practicable, that every bus stop served by an RTA fixed-route bus is accessible, safe, convenient, and comfortable for transit users. RTA staff will use this Plan as a basis for justifying bus stop improvement projects as part of our grant applications to State and Federal agencies so that we as a region can leverage scarce local funds to the extent possible.

The number of RTA bus stops was significantly expanded in June 2014 with service consolidation in the northern SLO County. Though they are operated and administered by the RTA, the Paso Express local fixed-route stops and vehicles maintain a distinct branding identity since the merger of RTA, Atascadero Transit and Paso Express fixed-route services. Bus stops served by Atascadero Transit, (the El Camino Shuttle and Saturday Traveler), were either added to the RTA route, shifted to being served solely by RTA Route 9 (many stops were previously shared) or discontinued along with the local routes. In San Luis Obispo, Morro Bay and Santa Maria, bus stops served by RTA fixed-routes are typically shared with the local transit routes (SLO Transit, Morro Bay Transit, and Santa Maria Area Transit). For simplicity in this report, all stops served by RTA's routes are referred to as RTA bus stops.

This report discusses existing conditions at RTA bus stops and presents potential improvement options. The analysis considers safety, locations, ADA access requirements, access to nearby activity centers, passenger amenities, pedestrian pathways, and vehicle traffic. Much of the information on conditions of bus stops comes from a survey of bus stops in 2013-14. Additional issues that have since developed or been brought to the attention of RTA staff are also included in this report. This report focuses on passenger utilization by bus stop, so that improvements to bus stop amenities based on average daily usage can be made by employing existing standards. RTA's recently implemented Intelligent Transportation Systems (ITS), which automatically counts passengers entering and leaving the bus at each stop, has created a new source of data for more accurate assessment of bus stop usage, and allows for a much broader sampling than previously conducted on-board surveys. Tables that summarize usage data for the bus stops in each region are included in this report.

When considering potential RTA bus stop improvements, the financial feasibility and costeffectiveness of potential solutions must be considered. Capital-intensive improvements at lowuse stops should be carefully considered as the benefits of such improvements and resources for them are limited. In addition, many elements affecting bus stops, such as the curve and elevation of roadways, presence of sidewalks and traffic controls, and vehicle speed limits, are outside the jurisdiction of the RTA to change.

While this report is concerned with identifying and prioritizing bus stop improvements systemwide, the three distinct corridors served by the RTA routes are described in separate sections for convenience, and to allow for a more detailed assessment.

Main Findings

- 1. Nearly all stops have the amenities (benches, shelters) which the level of rider usage warrants, although some bus stop lack nearby ADA-required access.
- 2. Over 75% of RTA's fixed-route passenger boardings occur at less than 20% of RTA's bus stops.
- 3. The 20 highest-use stops (based on passenger boardings) meet all ADA requirements.
- 4. Of the five high-use (multi-route and/or multi-service) transit hubs served by RTA and other fixed-route providers, three are built to accommodate multiple buses simultaneously boarding or alighting a wheelchair user. In two locations (Pismo Beach Premium Outlets and Morro Bay Park), a bus unloading a mobility device would need priority at the bus "bay" location best able to accommodate loading and unloading.
- 5. Santa Rosa north of Foothill (by The SLO Student Living apartment complex) is the only high-use RTA stop that has no amenities for waiting passengers (e.g., no shelter or bench). This stop is also shared with SLO Transit. Caltrans, the administering agency for the right-of-way on which the stop is located, would need to be a willing partner in order to make improvements at this stop. Installation of a small concrete pad for ADA compliance was previously approved by Caltrans.
- 6. Braille pads need to be updated to match the new bus stop numbering system.
- 7. RTA signs are not present at all bus stops, particularly at stops shared with SLO Transit.

Possible Bus Stop Relocation

Some bus stop locations become deficient in terms of accessibility or safety, often due to changes in their immediate environment, such as demolition, construction or land erosion. Discontinuing service to a bus stop location and establishing a new stop at a nearby location is one means of addressing these issues, if the issues cannot be effectively addressed at the current site. Bus stop relocation is a less desirable option. At the present time, only one RTA bus stop has been

identified as warranting relocation. A request from the County to relocate a bus stop in Cambria is currently under review.

Bus Stop Passenger Amenities

Bus stop usage, in the metric of average passenger boardings per day, is RTA's standard measurement for determining which passenger amenities are appropriate for a location. All stops include bus stop signage and schedule information for the route servicing the stop. Additional amenities determined by passenger usage include benches, trash receptacles, and small or large passenger shelters. New passenger usage data made available through the Intelligent Transportation System (ITS) technologies recently installed in the RTA fleet indicates that most bus stops already have passenger amenities that match (or even exceed) their usage. Only one location without a bench, and two without a trash receptacle warrant them, while one stop without a (large) shelter warrants an installation. RTA currently serves 148 stops with a bench or other seating installed, and 79 with a passenger shelter.

ADA Compliance & Safe and Accessible Pathways

To meet minimum ADA requirements, fixed-route bus stops must have a mobility device landing pad that is a firm and stable surface at least 5-feet wide by 8-feet deep (measured perpendicular from the edge of the transit vehicle's mobility device ramp), with no greater than a 2% slope, and which connects to an accessible route.

Of the 224 bus stops served by RTA, 101 (roughly 45% of all stops) lack a full-sized mobility device landing pad that meets all ADA specifications. This deficiency is due primarily to narrow or non-existent sidewalks at bus stops. A total of 62 RTA bus stops do not connect to sidewalks.

A total of 105 bus stops have issues with full ADA compliance. Four of these stops are adjacent to an at-grade railroad crossing, 17 are adjacent to streets with speed limits of 45 mph or greater, 11 are adjacent to roadways with four or more lanes, and 56 do not have a designated pedestrian crossing within the line-of-sight from the stop.

RTA's regional fixed routes operate on many corridors with speed limits of 45 mph or greater, often along rural corridors with limited sidewalks and street crossing opportunities. RTA works with local jurisdictions and regional jurisdictions when considering the placement of, and improvements to, bus stops. RTA will continue to cultivate relationships with the planning and public works departments of local and regional jurisdictions to help facilitate optimal placement of stops and relocation, when needed.

Good bus stop placement is important because transit authorities and jurisdictions have been held liable for incidents involving transit users crossing busy streets to access bus stops, the placement of which, Courts have ruled, caused their riders to face unacceptable risks. The Bonanno v. Central Contra Costa Transit Authority court case is a good example. In this case the

transit agency was found 1% liable (as was Contra Costa County) in a case on which bus stop placement was found to be a contributing factor to a serious injury, which resulted in a large financial penalty against the public agencies.

Braille pads, identifying the bus stop number and attached to the bus stop pole, are installed at 60 RTA bus stops. A new system of bus stop identification by four-digit number was implemented in connection with the recent ITS project. The four-digit numbering system created are different from the bus stop numbers on existing braille pads (which are one to three digits). Updating these braille pads to provide a uniform consistent stop numbering systems would provide consistency for users of the transit system, and planners as well. Addition ITS solutions for providing improvement access for non-sighted riders, particularly through mobile phone aps, are also available.

PHASE I: ANALYZING BUS STOPS

Assessment of existing bus stops considers many factors, with a focus on determining safety (for passengers and vehicles), passenger comfort and convenience, and accessibility. Appendix A provides a comprehensive list and location details of all bus stops covered in this report

Stop Location Prioritization

An ideal bus stop location has the following elements:

- 1. Ability of bus to safely enter, stop, and exit from bus stop; in some cases, a bus stop turnout stop hinder the ability of a bus to safely re-enter traffic.
- 2. Locate stops on the far side of a signalized intersection whenever possible.
- 3. Select bus stop sites based on accessibility, safety, comfort and convenience of bus stops and pathway connections to adjacent developments.
- 4. Congruity of the bus stop with the surrounding environment.
- 5. Effects of a stopped bus on adjacent traffic, and sight distance for Bus Operators.

Traffic Impact, Sight Distance, Space, and Safety

Ideally, a stopped bus does not obstruct traffic flow or block the line-of-sight view for nearby pedestrians or drivers. An ideal bus stop also affords space that allows buses to easily enter the bus stop while decelerating, stop parallel to the edge of the road, and safely accelerate when exiting the bus stop. In addition, an ideal bus stop provides for passengers to safely load or remove bikes from bus bike racks. It is also important for buses to be able to easily re-enter traffic when leaving a bus stop. Turnout bus stops, which provide a space for a bus to completely exit the flow of traffic, are not practical at every location. This amenity can be considered where operationally and financially practical, such as in connection with new construction projects, and in locations at which the bus can easily exit and re-enter traffic. In lieu of a turnout area for a bus stop, a designated "no parking" zone (usually by red-curbing the bus stop) is a practical option. For a standard 40-foot bus, at a far-side stop (across an intersection), would ideally have a 110-foot red zone for the buses' entry, dwelling and exit of the stop. The ideal red-curb length varies with the location of the stop relative to intersections and traffic flow.

Accessibility

To access the bus stops safely, mobility device users require a safe and accessible pathway. The optimal solution is a sidewalk separated from other vehicle traffic that connects the bus stop to surrounding businesses and other origins and destinations.

Per the ADA, bus stop sites must have the following:

- 1. A firm, stable surface;
- 2. A minimum clear length of 96 inches (eight feet), measured from the curb or vehicle roadway edge and a minimum clear width of 60 inches (five feet), measured parallel to the vehicle roadway;
- 3. A maximum slope of 1:50 (2% grade) toward or away from the roadway; and
- 4. Connection to streets, sidewalks or pedestrian paths by an accessible route. In rural areas that lack traditional sidewalks, the bus stop improvements will include a firm and stable surface to load/unload passengers, with a connection to the roadway shoulder that is essentially free of physical barriers that would prevent a user from walking/rolling along the roadway shoulder consistent with ADA requirements.



Minimum dimensions of the width and length a mobility device landing pad, superimposed on existing bus stop.

The availability of safe crossings for transit users should be considered when developing any new transit bus stops, with a preference for stops on the near side of an intersection (in the buses' direction of travel). This helps prevent riders from crossing in front of the bus, which can impair sight-lines for both the pedestrian and approaching cars.

Cost of Improvements & Available Funding Sources

RTA does not own any bus stops or land adjacent to roadways, only the amenities installed by RTA (and occasionally by developers or other parties), so improvements to bus stops and surrounding areas typically requires partnerships with other agencies and/or adjacent property owners, primarily the Cities, the County of San Luis Obispo, or Caltrans. The responsible jurisdictions should be consulted when evaluating potential new bus stop locations and estimating improvement costs related to installing a bus stop.

Proposed Stop Relocations

At present, only one bus stop has been identified as warranting relocation based on the assessment criteria. This stop is in the unincorporated community of Los Osos in the North Coast region of RTA's service. The stop's location is on the southbound side of 11th street, just before El Moro. The existing stop is on a raised, sandy roadside embankment along 11th Street, and does not allow for passenger boarding and alighting to and from a stable, level surface. Moving the stop and its amenities (pole, schedule information and bench) approximately 30 feet to the north and would allow for the stop at a level, stable surface to be more easily constructed eliminating the issues at the location.

PHASE II: PRIORITIZING BUS STOP IMPROVEMENTS

Short of bus stop relocation, the prioritization of stop improvements at existing stops should be carefully considered. Factors to consider when prioritizing bus stop improvements include:

- 1. Number of boardings and alightings (particularly boardings).
- 2. Amenities including, benches, shelters, lighting, bicycle parking opportunities and safe pathways.
- 3. Cost to install amenities.
- 4. Specific safety concerns.
- 5. Public input and requests for improvements.
- 6. Jurisdictional control of the bus stop location.

Usage Thresholds for Amenities to Meet Transit User Needs

On March 3, 2010, RTA staff laid out minimum standards for amenities that will create "safe, clean, comfortable, accessible stops with amenities that attract and retain customers" to the RTA Board of Directors. These standards were reinforced in the 2016 Short Range Transit Plan (SRTP). The standards, primarily usage-based, are:

- 1. All RTA bus stops will include a bus stop sign and information kiosk.
- 2. Bus stops that have at least fifteen (15) boardings per day shall include a bus bench and trash receptacle.
- 3. Bus stops that have at least 25 boardings per day shall include a small (typically 13-foot by 5-foot) passenger shelter with solar lighting or sufficient ambient light and a means of bike securement.
- 4. Bus stops that have at least 40 boardings per day shall include a 16-foot by 5-foot passenger shelter with solar lighting or sufficient ambient light and all amenities as noted above.
- 5. New bus stops may also include a passenger shelter based upon the local jurisdictional requirements for new commercial or residential development or other projects located along the transportation corridor. RTA staff will work with local jurisdiction staff to incorporate local design requirements and develop a process for providing conditions to new commercial or residential development projects.

- 6. Requests for transit amenities from transit users or the general public are sometimes submitted to RTA. Most amenities are installed based on passenger activity or to address an accessibility deficiency. Lights and trash receptacles can be installed based on a demonstrated need, specifically, a lack of light causing operational issues, as noted by operators or users, or the accumulation of trash at a stop location.
- 7. As a purely aesthetic improvement, RTA staff will also consider proposals submitted by the local arts councils on the development of an "Arts@Stops" program where local artists could incorporate their artwork at bus stops, as practical. A similar program for decorative painting of utility boxes in the City of SLO is currently in place, and could be a model for a future bus stop program.

Boardings and Alightings

The majority of RTA passenger trips are provided on weekdays (when commuters and students travel), so this report uses passenger boarding and alighting (on/off) data collected on weekdays to best assess needs and prioritize improvements based on average boarding on these typically busier days. Appendix B provides boarding and alighting information for bus stops from August 1 to November 10, 2016. A total of 73 non-holiday weekdays are included in this period, and average daily boardings thus calculated by dividing total ridership by 73. If other needs brought forward by community members suggest that certain bus stops should receive additional consideration, RTA staff can consider these separately.

For purposes of assessing the demand for improved passenger amenities, boardings rather than alightings are viewed as the determining statistic, as passengers waiting for a bus are more likely to need the amenities than those leaving the bus at the stop. The exception to this would be a few select locations with high rates of transfers between buses; these locations are considered separately as "transit hubs".

Mobility Device Landing Pads

If a fixed-route bus stop does not have a mobility device landing pad, RTA should not implement other improvements to the bus stop before one is installed (or planned), preferably by the jurisdiction responsible for the stop (such as a City, the County, Caltrans, or a private property owner). The repair or replacement of damaged amenities, and updating transit user information posted at a bus stop are exempt from this restriction.

Safe and Accessible Pathways

This report addresses safe and accessible pathways between the bus stop and nearby transit trip generators as an RTA bus stop planning requirement. It should be noted that ADA only requires

a compliant mobility device landing pad that connects to any type of accessible pathway. As with the mobility device landing pads, if a fixed-route bus stop is not connected to an accessible pathway, by ADA requirements, no improvements should be implemented by RTA to the bus stop before an accessible pathway is installed (or planned) by the jurisdiction responsible for the location.

RTA Bus Stop Usage by Route and Region

For convenience of assessment, this section provides information on each of the regions within San Luis Obispo County served by the RTA. RTA's routes function primarily along three corridors, each in a distinct region of San Luis Obispo County.

The North County, along the Highway 101 corridor from San Luis Obispo to San Miguel, is served by RTA Route 9 regional and express services. RTA's Route 9 replaced the local transit service along the El Camino Real in Atascadero and the Paso Express Route C from Templeton to Cuesta College north campus. As such, this section of the Route 9 has a local character not seen elsewhere on the route. Also in the North County area, the Paso Express Routes A and B provide local service within the City of Paso Robles.

The North Coast area from San Luis Obispo to San Simeon is serviced by RTA Routes 12, 14 and 15. These routes combine characteristics of regional and local service, with a local service characteristic on portions of the routes within the unincorporated communities of Los Osos (Route 12) and Cambria (Route 15).

The South County region is located along the Highway 101 corridor connecting San Luis Obispo with Santa Maria, and also connects, roughly midway, to South County Transit (SCT), which provides local service in the "Five Cities" area of Arroyo Grande, Grover Beach, Pismo Beach, Shell Beach (part of Pismo Beach) and the unincorporated community of Oceano. SCT is a separate agency from the RTA, though with some policy, administrative and operational overlap. As such, SCT's bus stops will be considered in a separate report. To differentiate from the local service, RTA service in the South County region is referred to in this report as "South County Regional" service.

Proportions of passengers, divided by RTA routes and service regions, indicate the heaviest passenger use is in the North County, followed by the South County, with the North Coast third (and with the smallest population). It is worth noting that the South County Regional service provides greater opportunities to transfer to or from other local services than RTA North Coast and North County services. The total ridership is therefore of a somewhat different character than that of the other regions, with the Route 10 serving as a feeder to and collector from local services of SCT and SMAT. On a smaller scale, Route 9 also connects with the local Paso Express service. All routes other than Route 15 meet in downtown SLO, and as such service as both collectors and feeders for the local SLO Transit routes.

The more local character of service in the North County and the North Coast means that each serves more stops, whereas the South County Regional service's high ridership indicates far higher average usage per bus stop.

The assessment of bus stop ridership and ADA issues are broken out by jurisdiction in the sections that follow. It is worth noting the County and City of San Luis Obispo and Caltrans are the only jurisdictions that have responsibilities in more than one service region.

TABLE 1: RTA Boardings by Region

Region	Boardings
North County	95,696
South County	56,636
North Coast	53,041

Note that in the tables on the ensuing pages, passenger activity at the SLO Government Center, where the three regional routes meet, is divided among the three regions listed above, based on their share of total ridership.

ASSESSMENT OF BUS STOPS IN NORTH COUNTY

RTA Route 9 and Paso Express Routes A and B serve 126 bus stops in the North County region, which includes the City of San Luis Obispo. The table on the following pages depicts passenger activity in ascending order at each North County region bus stop. This data was collected between August 1 and November 10, 2016.

	TABLE 2: North County Regional Bus Stops Usage									
Rank	Stop Name	Route	Board	Alight	Shelter?	Bench?				
126	Bank of America	9, SLO	7	618	Yes	Yes				
125	Santa Rosa & Murray	9	8	53	No	Yes				
124	Scott & Lark Ellen	А	8	7	No	No				
123	Creston & Capitol Hill	В	9	19	No	No				
122	Rambouillet & Torrey Pines	В	10	34	No	No				
121	Cal Poly Performing Arts Center (SB)	9, 10, SLO	16	578	Yes	Yes				
120	Scott & Lark Ellen	В	16	22	No	No				
119	Airport & Scott	В	23	53	No	Yes				
118	El Camino Real & San Benito (NB)	9	29	67	No	No				
117	Creston & Capitol Hill	А	32	65	No	No				
116	Creston & Oak Meadow	А	33	219	No	No				
115	Spring & 28th (NB)	9	35	385	No	No				
114	Rambouillet & Wade	В	43	35	No	No				
113	Scott & Westfield	В	45	67	No	No				
112	El Camino Real & Atalaya (NB)	9	51	474	No	Yes				
111	Sherwood & Creston	В	51	112	Yes	Yes				
110	24th & Park	9	52	17	No	No				
109	7th & Park	9	52	354	No	No				
108	Sherwood & Quail Run	А	52	112	No	No				
107	Monterey & Grand	9, SLO	57	1,509	No	No				
106	Sherwood & Quail Run	В	58	68	Yes	Yes				
105	El Camino Real & Carmel (SB)	9	61	154	Yes	Yes				
104	Oak & 34th	9	62	297	No	No				
103	Rambouillet & Torrey Pines	А	63	16	No	No				
102	El Camino Real & Maria (SB)	9	65	85	No	No				
101	El Camino Real & Santa Clara (SB)	9	65	169	Yes	Yes				
100	Spring & 13th	9	75	287	No	Yes				
99	Spring & 24th	9	75	452	No	No				
98	Airport & Turtle Creek	9	88	162	No	No				
97	Creston & Oak Meadow	В	89	78	No	No				
96	Spring & 21st	9	91	247	Yes	Yes				
95	Spring & 16th	9	93	111	Yes	Yes				

Rank	Stop Name	Route	Board	Alight	Shelter?	Bench?
94	Sherwood & Creston	Α	100	72	No	Yes
93	Airport & Scott	А	101	32	No	No
92	Kennedy Club (NB)	9	101	318	No	Yes
91	Scott & Paso Robles Senior Center	А	112	199	Yes	Yes
90	Creston & Bolen	А	119	270	No	Yes
89	Spring & 14th	9	120	94	Yes	Yes
88	Spring & 3rd	9	120	857	No	No
87	El Camino Real & San Benito (SB)	9	121	67	No	No
86	El Camino Real & Maria (NB)	9	124	186	No	Yes
85	Kennedy Club (SB)	9	131	142	Yes	Yes
84	Scott & Paso Robles Senior Center	В	131	192	No	No
83	Spring & 18th	9	135	71	Yes	Yes
82	Scott & Westfield	А	136	44	No	No
81	Airport & Parkview	9	137	52	No	No
80	Spring & 10th	9	154	287	Yes	Yes
79	Theatre & Via Santa Barbara	9	154	69	No	No
78	Food 4 Less	9	163	166	Yes	Yes
77	Spring & 30th (SB)	9	167	29	Yes	Yes
76	El Camino Real & Solano	9	168	453	Yes	Yes
75	Spring & 23rd	9	175	75	Yes	Yes
74	El Camino Real & Santa Clara (NB)	9	176	43	Yes	Yes
73	El Camino Real & Rosario (NB)	9	180	283	Yes	Yes
72	Creston & Myrtlewood	9	193	320	No	No
71	Theatre @ Chili's (SB)	9	194	453	No	No
70	Monterey @ Peach Tree Inn	9	202	6	No	No
69	Creston & Bolen	В	208	153	Yes	Yes
68	Rambouillet & Wade	А	209	3	No	No
67	Spring & 22nd	9	223	114	Yes	Yes
66	Spring & 30th (NB)	9	226	417	No	Yes
65	Country Care	9	229	230	No	No
64	El Camino Real & Carmel (NB)	9	230	43	Yes	Yes
63	ECR and Maya (Kennedy Club)	9	232	460	No	Yes
62	El Camino Real & Maple	9	234	450	No	Yes
61	Oak & 2nd	9	248	132	No	No
60	Spring & 5th	9	248	1,726	Yes	Yes
59	Creston & Melody	9	256	251	No	No
58	Niblick & Nicklaus	9	277	87	No	No
57	Garden Farms	9	302	316	No	No
56	Viejo Camino & Santa Barbara	9	304	319	No	No
55	El Camino Real & Pueblo (SB)	9	310	243	No	Yes
54	El Camino Real & Rosario (SB)	9	311	312	Yes	Yes
53	El Camino Real & San Anselmo (SB)	9	312	176	Yes	Yes

Rank	Stop Name	Route	Board	Alight	Shelter?	Bench?
52	El Camino Real & Pueblo (NB)	9	339	482	No	Yes
51	El Camino Real & Del Rio (NB)	9	344	872	No	Yes
50	Grand & Wilson	9	345	112	No	No
49	D K's Donuts	9	351	245	No	Yes
48	El Camino Real @ Motel 6	9	355	523	No	Yes
47	K Mart (NB)	9	358	732	No	No
46	Spring & 28th (SB)	9	371	25	Yes	Yes
45	K Mart (SB)	9	379	1,063	No	Yes
44	Paso Robles Library	9	401	298	Yes	Yes
43	El Camino Real & Principal	9	403	510	No	Yes
42	Creston & Cedarwood	9	412	235	Yes	Yes
41	Ysabel & 24th	9	415	467	No	No
40	Santa Rosa & Foothill	9	419	4,396	No	No
39	Santa Rosa & Murray	9	440	355	No	Yes
38	Atascadero Post Office	9	458	1,090	No	Yes
37	El Camino Real & Entrada	9	486	729	Yes	Yes
36	Vons Center	9	486	3,189	Yes	Yes
35	El Camino Real & Patria	9	487	745	Yes	Yes
34	El Camino Real & Encina (NB)	9	496	654	Yes	Yes
33	Daniel Lewis Middle School	9	541	92	No	No
32	Target Shopping Center	9	542	349	Yes	Yes
31	Cal Poly Performing Arts Center (NB)	9	556	61	Yes	Yes
30	Paso Robles High School	В	580	505	Yes	Yes
29	Spring & 32nd	9	596	253	Yes	Yes
28	Theatre @ Chili's (NB)	9	616	764	Yes	Yes
27	El Camino Real & Musselman	9	631	262	No	Yes
26	Albertsons Center	9	650	702	Yes	Yes
25	El Camino Real & Palomar	9	667	1,037	Yes	Yes
24	El Camino Real & Traffic Way	9	698	336	Yes	Yes
23	El Camino Real & Encina (SB)	9	721	540	Yes	Yes
22	El Camino Real & Atalaya (SB)	9	730	91	No	Yes
21	Paso Robles High School	Α	739	1,149	Yes	Yes
20	Stoney Creek Rd @ Dry Creek Apts. (WB)	9	752	882	Yes	Yes
19	Walmart Shopping Center	9	775	812	Yes	Yes
18	El Camino Real & Del Rio (SB)	9	781	219	Yes	Yes
17	El Camino Real & Avenida Maria	9	846	395	Yes	Yes
16	1st & Oak	9	882	91	No	Yes
15	Spring & 4th	9	896	157	Yes	Yes
14	Mission & 14th	9	916	693	No	Yes
13	El Camino Real & El Bordo	9	957	485	No	Yes
12	Stoney Creek Rd @ Dry Creek Apts. (EB)	9	1,018	495	Yes	Yes
11	Smart and Final	9	1,112	983	Yes	Yes

Rank	Stop Name	Route	Board	Alight	Shelter?	Bench?	
10	Viejo Camino & Bocina (SB)	9	1,287	1,714	No	No	
9	Spring & 34th	9	1,471	1,123	Yes	Yes	
8	Twin Cities Hospital	9	1,611	1,883	Yes	Yes	
7	El Camino Car Wash	9	1,981	453	Yes	Yes	
6	Viejo Camino & Bocina (NB)	9	1,998	1,347	Yes	Yes	
5	Cuesta College North	9	2,213	2,371	Yes	Yes	
4	Templeton Park & Ride	9, MST	2,744	2,054	Yes	Yes	
3	Stenner Glen Apartments	9, 12	4,136	544	No	No	
2	Atascadero Transit Center	9	8,427	6,248	Yes	Yes	
1	North County Transportation Center	9, A, B, MST	12,067	10,654	Yes	Yes	
Color codes for amenities based on ridership totals:							
Passenger usage level warrants bench:							
Passenger usage level warrants small shelter:							
	P	assenger usage	level warı	rants larg	e shelter:		

RTA North County Bus Stop Assessment

As previously described, the North County RTA stops are served by the RTA Route 9 and the Paso Express local Routes A and B. For ease of reference, the issues related to these regional and local stops are described separately in the section below.

North County Passenger Amenities

Based on passenger boardings, all North County bus stops have amenities appropriate for their level of usage. Appendix D provides a full listing of existing passenger amenities at RTA North County Bus stops. In the San Luis Obispo area, some stops do not have RTA signs, at bus stops shared with SLO Transit.

Landing Pads with Safe & Accessible Pathway Connections

Of the 80 RTA Route 9 bus stops, 13 lack ADA-accessible landing pads of the required dimensions (60" by 96"). The following five deficient bus stops are located in Atascadero:

- 1. El Camino Real (ECR) at Del Rio
- 2. ECR at Atalaya (NB)
- 3. ECR at Atalaya (SB)

- 4. ECR at Santa Cruz
- 5. Viejo Camino at Bocina

Four stops without accessible landing pads are located in the unincorporated County. They are:

1. ECR at Maria (Santa Margarita)

2. ECR at Pine (SB, Garden Farms)

3. ECR at Pine (NB, Garden Farms)

4. ECR at Santa Margarita (Garden Farms)

Four bus stops without landing pads are located in the City of San Luis Obispo; these are:

1. Grand at McCollum

2. Grand at Wilson

3. Grand at Murray

4. South Higuera at Suburban

In addition, the stop at Higuera at South Street is 1" short of the required 96" length.

There are another four bus stops without landing pads under Paso Robles Jurisdiction, served by the RTA Route 9, located at:

1. South Vine at 1st

2. Spring at 4th

3. Spring at 2nd

4. Target shopping Center

RTA should work with jurisdictions to remedy such deficiencies whenever possible.

Of the 69 Paso Express Route A and Route B bus stops, 24 lack ADA accessible landing pads. These are listed below:

1. Riverside at Ysabel

Oak at 34th

3. Spring at 21st

4. Creston at Melody

5. Creston at Lana

6. Sherwood at Commerce

7. Airport at Scott (2, both directions)

8. Scott at Lark Ellen (2, both directions)

9. Creston at Scott

10. Stoney Creek at Creston

11. Rambouillet at Torrey Pines

12. Rambouillet at Wade

13. Scott at Via Ramona

14. Oak at 1st

15. Niblick at Nicklaus

16. Creston at Scott

17. Airport at Parkview

18. Creston at Oak Meadow

19. Creston at Nickerson

20. Creston at Shannon hill

21. Creston at Capitol Hill

22. Riverside at 17th

23. Riverside at 20th

24. 7th St at Park

Three additional stops (Spring at 16th, Scott at Westfield, and 24th and Spring) are within 2" of the required 96" pad length. In total, 27 Paso Express bus stops are not fully ADA compliant.

A total of 16 RTA Route 9 bus stops lack connected sidewalks. Four are in the City of Atascadero, as follows:

1. ECR at Del Rio

2. ECR at Atalaya

3. ECR at Santa Cruz

4. Viejo Camino at Santa Barbara

A total of six RTA North County stops at four intersections, which are otherwise ADA-compliant are under San Luis Obispo County jurisdiction and located in Santa Margarita and south of Atascadero, have no connecting sidewalks due to the rural nature of the road in these areas. These are:

- 1. ECR at Pine (SB)
- 2. ECR at Maria (NB)
- 3. ECR at Santa Clara (NB)

- 4. ECR at Santa Clara (SB)
- 5. ECR at Carmel (NB
- 6. ECR at Carmel (SB)

Six Paso Express bus stops lack connected sidewalks. These are:

- 1. Spring and 30th
- 2. Riverside and 14th
- 3. Fontana at Linne

- 4. Creston at Nickerson
- 5. Creston at Walnut
- 6. Creston at Shannon Hill

It is worth noting that the City of Paso Robles has recently implemented pedestrian walkway improvements, which will likely improve many of these connections and also address several of the landing pad issues.

Pedestrian Crossings

At all four of the ADA non-compliant bus stops under San Luis Obispo County jurisdiction in Santa Margarita and South Atascadero, the speed limit of the adjacent street (El Camino Real) is 45 miles per hour or higher, and at three of the four stops, the speed limit is 55 miles per hour. Roadway widths are two to three lanes in each direction. None of these four bus stops has a protected pedestrian crossing within sight. Of these four bus stops, two are near an at-grade railroad crossing. Given the rural nature of these stops, installing pedestrian protection features like those typically found in urban settings is not feasible nor advisable at this time. If development patterns change, or if local officials become aware of undue hazards, RTA should work with local officials to potentially improve or relocate these bus stops. An example of an improvement opportunity is a planned residential development in Santa Margarita, which includes as a condition the improvement to existing bus stops along the nearby RTA Route 9.

At seven of the nine ADA non-compliant RTA Route 9 bus stops under Paso Robles jurisdiction, the speed limit is 45 m.p.h. Three of the ADA non-compliant stops are adjacent to roadways with five lanes, and six of these stops do not have a protected pedestrian crossing within sight. Many other stops are located along residential streets with speed limits of 25 miles per hour, which minimizes the potential hazards of uncontrolled crossings.

At two of the 27 ADA non-compliant bus stops along the Paso Express routes, the speed limit of the adjacent street is 45 miles per hour. Five of these 27 stops are adjacent to four- or five-lane roadways. Seven of these 27 stops do not have a protected pedestrian crossing within sight.

Bus Stop Space, Traffic Impacts, and Sight Distance Considerations

Each of the four ADA non-compliant bus stops in Santa Margarita and south of Atascadero under San Luis Obispo County jurisdiction is located on a road shoulder. A parked bus at each stop temporarily obstructs sight distance for traffic entering the roadway. None has an adequate designated "No Parking" zone. At two of these stops, a stopped bus obstructs traffic on southbound Viejo Camino at Encina, and on southbound ECR at Pine a stopped bus blocks a business driveway. Based on the rural nature and relatively low traffic volumes in this area, it is not recommended at this time that the bus stops be relocated or altered.

Four of the nine RTA Route 9 ADA non-compliant bus stops in Paso Robles are on a road shoulder. Buses stopped at seven of the nine RTA bus stops obstruct traffic, and a parked bus at one of these stops also obstructs a business driveway and a crosswalk. Eight of the nine non-compliant Paso Robles stops do not have a sufficient "No Parking" zone designated to accommodate the pull-in and pullout at a bus stop if all available street parking is occupied. As designating no parking zones and painting curbs red is at the discretion of the jurisdiction in which the bus stop is located, at any location in which the lack of a red curb or other no parking designation begins to present an operational issue, RTA should work with the jurisdiction to have such a zone designated.

A stopped bus temporarily obstructs traffic at 18 of the 27 ADA non-compliant Paso Express bus stops and temporarily obstructs traffic. A stopped bus at 25 of these 27 stops obstructs sight distance for pedestrians and/or traffic entering the roadway. A total of 23 of these 27 stops do not have an adequately long designated "No Parking" zone. Relocating this many stops is not practical, although staff should be prepared to respond to any demonstrated safety or operational difficulty, and take steps to relocate stops that create them.

Detailed data on bus stop elements including amenities, space, sight distance, etc. is included in the attached Appendix D.

ASSESSMENT OF BUS STOPS IN SOUTH COUNTY

The table below lists each bus stop in the South County region, in ascending order of passenger use based on total boardings at the stop. The data is from August 1, 2016 through November 10, 2016.

TABLE 3: South County Regional Bus Stops Usage							
Rank	Stop Name	Route	Board	Alight	Shelter?	Bench?	
28	Bank of America	10, SLOT	7	618	No	No	
27	Broad and Spitfire	10	19	261	No	No	
26	Windmill Farms (NB)	10	74	129	No	No	
25	Broad & Aero	10	78	10	No	No	
24	Windmill Farms (SB)	10	102	94	No	No	
23	Marsh & Broad	10, SLOT	129	1,935	No	No	
22	Higuera & South (NB)	10, SLOT	289	1,093	No	Yes	
21	Nipomo High School (SB)	10	394	528	No	Yes	
20	Cypress & Nicholson	10	612	947	Yes	Yes	
19	Nipomo High School (NB)	10	659	165	No	Yes	
18	Hagerman Softball Complex	10, CAE	668	496	No	No	
17	Thompson & Branch (SB)	10	682	805	No	Yes	
16	Higuera & South (SB)	10, SLOT	715	212	No	Yes	
15	Nipomo & Higuera	10,SLOT	799	115	No	Yes	
14	DMV - SLO (NB)	10, SLOT	872	1,179	Yes	Yes	
13	Higuera & Suburban (NB)	10, SLOT	879	1,537	Yes	Yes	
12	Thompson & Branch (NB)	10	898	547	Yes	Yes	
11	DMV - SLO (SB)	10, SLOT	968	931	Yes	Yes	
10	Marian Medical Center	10, SMAT	994	550	Yes	Yes	
9	Higuera & Suburban (SB)	10	1,476	725	Yes	Yes	
8	Tefft & Carrillo (SB)	10	2,172	2,741	Yes	Yes	
7	Hancock College	10, SMAT	2,355	2,262	Yes	Yes	
6	Grand @ AM/PM	10, 21, 28	2,672	5,628	Yes	Yes	
5	Halcyon Park & Ride	10, 28	2,726	4,203	Yes	Yes	
4	Tefft & Carrillo (NB)	10	3,108	2,061	Yes	Yes	
3	Santa Maria Transit Center	10, SMAT	4,336	2,942	Yes	Yes	
2	Pismo Beach Premium Outlets	10, 21, 24	5,280	4,802	Yes	Yes	
1	9.10.						
Color codes for amenities based on ridership totals:							
Passenger usage level warrants bench:							
Passenger usage level warrants small shelter:							
Passenger usage level warrants large shelter:							

South County Regional Bus Stop Existing Amenities

All stops currently have amenities appropriate for the level of stop use (as determined by passenger boardings). The table of existing amenities is included in Appendix D.

Landing Pads and Accessible Pathway Connections

Of the 28 RTA bus stops in the South County region, six lack ADA-accessible landing pads. Four of these bus stops are under San Luis Obispo County jurisdiction; these are:

- 1. Nipomo High School (NB)
- 2. Thompson Rd. at Branch (NB)
- 3. North Thompson Rd. at Highway 101 (NB)
- 4. N. Thompson Rd. at Hwy 101 (SB)

The fifth non-accessible bus stop is located in Santa Maria on Nicholson at E. Cypress. These five stops also lack connected sidewalks. A sixth bus stop in San Luis Obispo (SB Higuera at South) is only 1" short of the required 96" length.

Two bus stops meet ADA requirements but have noteworthy operational deficiencies. At the Alan Hancock College bus stop (South Bradley at Jones) under Santa Maria jurisdiction, a bus can access an ADA compliant landing pad only if the bus actually stops between the bus stop pole and the bus bay, which is a suboptimal location. Multiple buses stop simultaneously at the Pismo Beach Premium Outlets bus stop, but only one bus bay has the preferred landing pad for boarding and alighting mobility devices.

Pedestrian Crossings

At three bus stops with ADA compliance issues, the speed limit of the adjacent street is 45 miles per hour at Nipomo High School (northbound), N. Thompson at Hwy 101 (northbound), and N. Thompson at Hwy 101 (southbound). At two non-ADA compliant stops, roadway widths are greater than four lanes, (northbound Nipomo High School, and southbound Higuera at South St.). Four of the ADA non-compliant bus stops do not have a protected pedestrian crossing opportunity within sight (Nipomo High School (northbound), Nicholson at E. Cypress, N. Thompson at Hwy 101 (northbound), and N. Thompson at Hwy 101 (southbound).

Bus Stop Space, Traffic Impact, and Sight Distance Considerations

Four of the six ADA non-compliant bus stops are on a road shoulder; all of these are in Nipomo and are under San Luis Obispo County jurisdiction (Nipomo High School NB, Thompson at Branch

SB, N. Thompson at Hwy 101 NB, and N. Thompson at Hwy 101 SB). A parked bus in each of the six ADA non-compliant bus stops obstruct traffic. A parked bus in four ADA non-compliant bus stops temporarily obstructs sight distance for traffic entering the roadway. None has an adequate "No Parking" zone designated by either signage or red curbing.

ASSESSMENT OF BUS STOPS ON THE NORTH COAST

The table below lists the 36 stops located in the North Coast region, in ascending order of use based on total boardings at the stop. The data is from August 1, 2016 through November 10, 2016.

TABLE 4: North Coast Regional Bus Stops Usage								
Rank	Stop Name	Route	Board	Alight	Shelter?	Bench?		
56	Fireside Inn	15	0	13	No	Yes		
55	Oceanpoint Ranch (NB)	15	1	15	No	No		
54	Bluebird Inn (NB)	15	3	4	No	No		
53	Ocean & 8th	15	6	53	No	No		
52	Cambria Library	15	8	43	No	Yes		
51	Santa Rosa and Murray (SB)	12	8	56	No	Yes		
50	Cambria Beach Lodge	15	9	4	No	Yes		
49	Ocean Point Ranch (SB)	15	10	2	No	No		
48	Bluebird Inn (SB)	15	11	9	No	Yes		
47	Ocean & 9th	15	11	2	No	Yes		
46	Burton & Lucille	15	13	93	No	No		
45	Burton & Yorkshire	15	15	31	No	Yes		
44	Highway 1 & San Jacinto	15	16	56	No	No		
43	Castillo @ Quality Inn	15	17	87	No	Yes		
42	Ardath & Green (NB)	15	22	32	No	No		
41	Main & Cornwall	15	24	154	No	Yes		
40	Burton & Burton Cir	15	27	38	No	No		
39	California Men's Colony	12	27	33	No	Yes		
38	Ocean & Old Creek (NB)	15	27	67	No	No		
37	Castle Inn	15	34	7	No	Yes		
36	Ardath & Green (SB)	15	40	7	No	No		
35	Main & Tamson	15	48	41	No	No		
34	Cambria Pines Lodge	15	55	37	No	Yes		
33	Moonstone Beach & Windsor	15	59	40	No	No		
32	Ocean & Old Creek (SB)	15	64	23	No	Yes		
31	Burton & Ardath	15	74	28	No	No		
30	South Bay & Quintana (SB)	12	82	128	No	Yes		
29	Veterans Hall	15	98	12	No	Yes		
28	Cayucos & Ocean (NB)	15	102	175	No	Yes		
27	South Bay & Quintana (NB)	12	137	62	No	Yes		
26	Santa Ysabel & 7th	12	162	28	No	Yes		
25	Ocean & 3rd	15	164	122	No	Yes		
24	Hearst & San Simeon	15	184	60	No	Yes		

Rank	Stop Name	Route	Board	Alight	Shelter?	Bench?		
23	Ocean & Cayucos (SB)	15	201	75	No	Yes		
22	Santa Ysabel & 15th (WB)	12	214	658	No	No		
21	Main & Arlington	15	243	15	No	No		
20	Ramona & 7th	12	253	77	No	Yes		
19	Los Osos Valley Rd & Palisades	12	304	277	No	Yes		
18	11th & Ramona	12	329	574	No	Yes		
17	Santa Rosa & Foothill	12, 14	390	3,896	No	Yes		
16	Burton & Main	15	428	306	Yes	Yes		
15	Santa Rosa & Murray (NB)	12, 14	429	383	No	Yes		
14	Pine & Loma	12	436	360	No	Yes		
13	2nd & Santa Maria	12	438	316	No	Yes		
12	Cal Poly Library	12,14	456	462	Yes	Yes		
11	Los Osos Valley Rd & Pine	12	592	537	No	Yes		
10	Kansas Ave & Highway 1	12	706	173	Yes	Yes		
9	Achievement House	12,14	742	720	No	No		
8	11th & El Morro	12	769	1,228	No	Yes		
7	Santa Ysabel & 15th (EB)	12	785	175	No	Yes		
6	7th & El Morro	12	957	383	No	No		
5	10th & Santa Ynez	12	1,207	1,496	No	Yes		
4	10th & Los Osos Valley	12	1,840	2,110	Yes	Yes		
3	The SLO student apartments	12,14	4,008	510	No	No		
2	Cuesta College	12,14	13,303	13,130	Yes	Yes		
1								
Color codes for amenities based on ridership totals:								
Passenger usage level warrants bench:								
Passenger usage level warrants small shelter:								
	Passenger usage level warrants large shelter:							

All North Coast RTA stops currently have the level of amenities justified by usage (based on passenger boardings)

Cuesta College is the only high-use bus stop served exclusively by RTA in the North Coast service area; the Morro Bay Park transfer hub is used by both RTA (Routes 12 and 15) and by Morro Bay Transit. The Cuesta College bus stop is ADA compliant and has a sidewalk with a safe and accessible pathway to the campus core. The stop also has passenger shelters, benches, ambient lighting, and trash receptacles. For operational reasons, the bus stop was recently relocated from the north side of the campus to the south side, with an RTA bus stop sign, an RTA information kiosk, and a Braille pad. There are no bike racks or bike lanes directly connected to the stop.

Landing Pads with Safe and Accessible Pathway Connections

Of the 56 RTA bus stops in the North Coast region, 42 lack ADA-accessible landing pads: most are under San Luis Obispo County jurisdiction. Due to the large number and geographic distribution, these are listed below by area:

Northwest of San Luis Obispo: one bus stop on Kansas Ave at Highway 1

Los Osos:

- 1. Santa Ysabel at 15th (EB
- 2. Santa Ysabel at 15th (WB)
- 3. Santa Ysabel at 7th
- 4. 11th at El Morro
- 5. 11th at Ramona
- 6. 10th at Santa Ynez

- 7. Pine at Los Osos Valley Road (LOVR)
- 8. Pine at Loma
- 9. Ramona at 7th
- 10. 7th at El Morro
- 11. 2nd at Santa Maria

Cayucos:

- 1. So. Ocean at Old Creek (NB)
- 2. So. Ocean at Old Creek (SB)
- 3. Ocean at 8th
- 4. Ocean at 3rd (NB)

- 5. Ocean at 3rd (SB)
- 6. Cayucos at Ash
- 7. Ocean at Cayucos Pier

Morro Bay: one bus stop on Highway 1 at San Jacinto

Cambria:

- 1. Ardath and Highway 1
- 2. Burton at Ardath
- 3. Burton at Yorkshire
- 4. Burton at Main Street
- 5. Main St at Bluebird Inn
- 6. Main @ Tamson (NB)
- 7. Main @ Tamson (SB)
- 8. Main at Skate Park
- 9. Moonstone at Windsor (NB)
- 10. Moonstone at Windsor (SB)
- 11. Moonstone at Mariners Inn

- 12. Moonstone at Fireside Inn
- 13. Castillo at Otter
- 14. Moonstone at Ocean Pt. Ranch (SB)
- 15. Moonstone at Castle Inn
- 16. Moonstone at Mariners Inn
- 17. Main at Arlington
- 18. Main at Vets Hall
- 19. Burton at Cambria Pines Lodge
- 20. Burton at Burton Circle
- 21. Burton at Ardath
- 22. Ardath at Highway 1

A total of 36 bus stops lack connecting pathways. These are, also by area:

Northwest of San Luis Obispo: one bus stop on Kansas Ave at Highway 1

Los Osos:

- 1. Santa Ysabel at 15th (EB)
- 2. Santa Ysabel at 15th (WB)
- 3. 11th at El Morro
- 4. 11th at Ramona
- 5. 10th at Santa Ynez

Cayucos:

- 1. So. Ocean at Old Creek (NB)
- 2. So. Ocean at Old Creek (SB)
- 3. Ocean at 8th

<u>Cambria</u>:

- 1. Ardath and Highway 1
- 2. Burton at Ardath
- 3. Burton at Yorkshire
- 4. Main @ Tamson (NB)
- 5. Main at Skate Park
- 6. Moonstone at Windsor (NB)
- 7. Moonstone at Windsor (SB)
- 8. Moonstone at Mariners Inn
- 9. Moonstone at Fireside Inn

- 6. Pine at Los Osos Valley Road (LOVR)
- 7. Pine at Loma
- 8. Ramona at 7th
- 9. 7th at El Morro
- 10. 2nd at Santa Maria
- 4. Ocean at 3rd (SB)
- 5. Cayucos at Ash
- 6. Ocean at Cayucos Pier
- 10. Moonstone at Ocean Pt. Ranch (SB)
- 11. Moonstone at Castle Inn
- 12. Moonstone at Mariners Inn
- 13. Main at Arlington
- 14. Burton at Cambria Pines Lodge
- 15. Burton at Burton Circle
- 16. Burton at Ardath
- 17. Ardath at Highway 1

Morro Bay: two bus stops on South Bay at Quintana (NB and SB)

Two ADA-compliant bus stops under Morro Bay jurisdiction have landing pads but no connecting pathways: South Bay at Quintana (northbound and southbound). One of the ADA non-compliant bus stops (Highway 1 at San Jacinto) is also under the jurisdiction of the city of Morro Bay. The rest of the 33 bus stops, as noted, are under the jurisdiction of San Luis Obispo County. SLOCOG has proposed improvements to the stops at San Jacinto/Highway 1 intersection, but the status of such improvement efforts is uncertain at this time.

The transit hub at Morro Bay Park has a compliant landing pad, although but the stop can only board or alight mobility devices at one bus bay.

RTA North Coast Pedestrian Crossings

None of the non-ADA compliant bus stops has speed limits on adjacent streets that exceed 40 miles per hour or roadway widths greater than two lanes. Seven of the twelve RTA Route 12 ADA non-compliant bus stops in Los Osos lack a protected pedestrian crossing opportunity within sight, and they are all under San Luis Obispo County jurisdiction (two are on the Highway 1 corridor and the other five are in Los Osos). At one ADA non-compliant bus stop, the speed limit of the adjacent street exceeds 45 miles per hour and the roadway is five lanes wide (Highway 1 at San Jacinto).

A total of 27 of the ADA non-compliant bus stops along the North Coast lack pedestrian crossings designated by signals or crosswalks, though low speed limits at most of these locations limit risk exposure.

Bus Stop Space, Traffic Impact, and Sight Distance Considerations

A total of 31 of the ADA non-compliant bus stops are on a road shoulder; ten of these bus stops are in Los Osos, and one is Kansas Ave. at Highway 1; all are under San Luis Obispo County jurisdiction. A bus stopped in 35 of these 43 ADA non-compliant bus stops obstructs traffic. In addition, at 29 of these locations, a bus stopped at a bus stop obstructs sight distance for traffic entering the roadway, and at eight the stopped bus obstructs driveways or sight lines for parked vehicles. A total of 39 bus stops lack a designated "No Parking" zone of sufficient length.

Appendix D contains detailed information on conditions at each bus stop.

ASSESSMENT OF RTA MULTI-ROUTE & TRANSIT SERVICE HUBS

Five hubs are served by multiple RTA and/or other local fixed-route providers, as follows:

- 1. The Government Center in downtown San Luis Obispo served by RTA Route 9, RTA Route 10, and RTA Routes 12/14. SLO Transit operates all of its fixed-routes diagonally across the intersection.
- 2. Morro Bay Park is served by RTA Route 12 and RTA Route 15, and connects with local Morro Bay Transit services.
- 3. Cal Poly Kennedy Library is served by RTA Route 9NB, as well as peak-period RTA Route 12 and RTA Route 10 Express runs. This location is also served by SLO Transit fixed-routes.
- 4. Santa Rosa Street at The SLO Student Living apartments is served by RTA Route 9NB and RTA Route 12/14 NB, as well as by SLO Transit.
- 5. Santa Rosa at Foothill is served by RTA Route 9SB and RTA Route 12/14 (SB), as well as by SLO Transit routes.

In addition, the following locations provide transfer opportunities to routes operated by other transit services at the following five locations:

- 1. Santa Maria Transit Center (RTA Route 10, and Santa Maria Area Transit).
- 2. Halcyon Park-n-Ride in Arroyo Grande (RTA Route 10, and South County Transit).
- 3. Pismo Beach Premium Outlets (RTA Route 10, and South County Transit)
- 4. North County Transportation Center in Paso Robles (RTA Route 9, Paso Express and Monterey-Salinas Transit).
- 5. Las Tablas Park-n-Ride in Templeton (RTA Route 9, and Monterey-Salinas Transit).

The summaries below describe amenities and limitations at these high-use multi-route transit passenger facilities served by RTA:

 The SLO Student Living apartments bus stop on Santa Rosa Avenue is the only high-use bus stop that lacks amenities for waiting passengers (i.e., no shelter and no seating). Based on its average daily boardings of 53 passengers, this location warrants a large passenger shelter.

- 2. At the Pismo Premium Outlets and Morro Bay Park high-use passenger facilities, multiple buses stop simultaneously, but only one fully ADA compliant landing pad is present.
- 3. Morro Bay Park, Cal Poly Kennedy Library and the North County Transportation Center are the high-use only passenger facilities with payphones within sight of the stop.
- 4. Only the Government Center and Morro Bay Park high-use passenger facilities have bike racks, while only the Cal Poly Kennedy Library and Santa Rosa at Foothill stops are directly connected to designated bike lanes. Santa Rosa at The SLO Student Living apartment complex is the only high-use passenger facility without a trash receptacle.
- 5. The Government Center facility is the highest-use location in the system, and it becomes overcrowded during peak travel periods. The layout of the current two passenger shelters also causes passenger discomfort due to sun angles in the summer months.

Boardings and alightings for multi-route transfer points are listed below. All of these shared-stop locations have passenger shelters and other related amenities.

TABLE 5: Transfer Points/Multi-Route Shared Stops							
August 1, 2016 to November 10, 2016							
Location	RTA Boardings	RTA Alightings					
Government Center	51,346	48,034					
Pismo Beach Premium Outlets	11, 423	11,769					
Halcyon Park & Ride	4,336	2,942					
Morro Bay Park	16,586	16,862					
North County Transportation Center	12,067	10,654					

Infrequently Used RTA Bus Stops

On the low end of the usage scale, Table 6 below shows boardings and alightings at the RTA's most infrequently used bus stops (for August 1 to November 10, 2016). Removal of these stops might be considered as a means of reducing bus stop maintenance costs, though such removal is a lower priority than improvements. In addition, low usage typically contributes to low costs for maintenance. While a discontinued bus stop allows for the reallocation of bus stop amenities, none of the stops listed have more than a bus stop pole and schedule in place (any other amenities are owned by other jurisdictions).

TABLE 6: Lowest-Use Bus Stops							
August 1	, 2016 to N	ovember 10, 2016					
Location	Route(s)	RTA Boardings	RTA Alightings				
Grand & McCollum	9	1	0				
Riverside & 24th	A & B	2	2				
Spring & 26th	A & B	2	8				
Scott & Lark Ellen	В	3	3				
Grand & Abbott	9	4	9				
Riverside & 14th	Α	4	7				
Burton & Yorkshire	15	6	9				
San Simeon Pines Lodge	15	6	5				
Bluebird Inn	15	8	4				
Ocean & 9th	15	9	6				

COSTS TO IMPROVE BUS STOPS

Cost and available resources are important factors in adding amenities and making improvements to bus stops. Though prices vary due to a variety of factors, the approximate current cost for the improvement items that would cover most bus stop improvements is described below.

- 1. Concrete pads (for bus stop shelters or landing platforms): approximately \$6,000. While there is some variation in price due to the size of the pad installed (i.e., cost per square foot), the primary cost is mobilization, so that even a small concrete pouring job carries a significant cost. One pad installation is recommended with the current list of priority projects, for the SLO Student Living (formerly Mustang Village) apartment complex bus stop on Santa Rosa in San Luis Obispo.
- 2. <u>Asphalt pads</u>: a less expensive alternative to concrete, which would still provide a stable, level, water resistant surface. An asphalt pad can be installed in a 10'X10' area for approximately \$2,500. One asphalt pad is recommended with the current list of priority projects, for 11th and El Morro in Los Osos.
- 3. <u>Decomposed Granite pads</u>: placing a compacted base of decomposed granite at a bus stop can help level an area and provide a stable, flat surface. While not as durable as the other pad materials, DG is and inexpensive way to improve a bus stop area with soft or uneven ground. The cost of materials is \$15 per square foot. Two installations of DG pads are recommended, at Sana Maria and 2nd Street and 11th and Ramona Street, both in Los Osos.
- 4. Shelters: approx. \$7,000 for a standard shelter (13' in length and 5' wide), if purchased through the State Procurement contract. One shelter purchase is recommended with the current list of projects for the Santa Rosa/The SLO apartments stop. Typical installation costs for a bus stop shelter are approximately \$1,500. Two shelter relocations/installations are recommended as part of the current list of projects, at the North County Transportation Center in Paso Robles.
- 5. <u>Benches</u>: Bus stop benches cost approximately \$800, though the length of the bench typically affects the price. Two bench installations are included in the recommended projects, and Viejo Camino and El Camino Real in Atascadero, and Santa Rosa at The SLO apartments in San Luis Obispo.
- 6. <u>Sign Poles</u>: the purchase of a square, perforated metal pole and sign brackets costs \$100, the install approximately \$75, plus cost of rental for concrete cutter for installation in existing concrete (typically sidewalks). One pole installation is included in the current list of recommended projects, at the VA building in Santa Maria.

- 7. <u>Trash Receptacles</u>: Depending on size, trash receptacles for bus stops cost from \$250 to \$700. One trash receptacle installation is recommended with the priority projects.
- 8. <u>Simme Seats</u>: these pole-mounted seats can be used in places where a bench installation is warranted but not practical: A Simme Seats costs \$528. No Simme seat installations are recommended as part of the current list of projects, but will be considered for future improvements.



Simme Seat

- 9. <u>Solar Lighting Units</u>: The cost of a full shelter roof-mounted unit is \$2000, and the cost of a pole-mounted unit is \$900. No purchases of roof-mounted units or pole-mounted units are recommended as part of the current list of projects.
- 10. Replacement Solar Lighting Components: a solar battery charger costs \$90, and an LED light pad ("bulb") is \$180. Approximately 15 chargers and 13 lights are expected to be needed with the current lighting repair efforts. Appendix C details current lighting issues at bus stop shelters.

A summary of costs for improvements is shown in the table below

Pole		Install	Pole-	Small	Large		Solar	Pole-
and	Pole	pole in	mounted	trash	trash		lighting	mounted
brackets	install	concrete	seat	receptacle	receptacle	Bench	components	solar light
\$100.00	\$75.00	\$250.00	\$550.00	\$200.00	\$600.00	\$800.00	\$270.00	\$900.00

	Decomposed	Asphalt Pad	Concrete	Shelter	Small	Large
Shelter lighting	Granite pad	(10'X10')	Pad	Relocation	Shelter	Shelter
\$2,800.00	\$15.00 per sq. ft.	\$2,500.00	\$6,000.00	\$1,200.00	\$7,000.00	\$7,500.00

RECOMMENDED BUS STOP IMPROVEMENT PROJECTS

- 1. <u>Atascadero</u> (1 bus stop): Southbound Viejo Camino at Bocina; add bench (contingent on accessibility improvements). Cost: \$1,000.
- Morro Bay: (none). Existing stops are of limited number, and issues are typically roadway related, outside RTA's jurisdiction. RTA should work with the City of Morro Bay to expand ADA access at Morro Bay Park.
- 3. <u>Paso Robles</u> (1 bus stop): Relocate unused bus stop shelter at the North County Transportation Center to current stop location used by Paso Express. Cost: \$1,500.
- 4. <u>San Luis Obispo</u> (2 bus stops) The following improvements should be implemented as follows:
 - a. <u>Government Center</u> Improve shading, expand plaza area, install Ticket Vending Machine, install LED bus arrival signs, and other amenities. The total \$114,600 cost of these improvements is broken down as follows:
 - i. Four shelters (\$15,000 each including installation): \$60,000
 - ii. Paving, trenching & conduits at \$20/square foot: \$24,000
 - iii. Two 2-sided LED signs: \$14,000 total
 - iv. Four trash cans: \$2,400 totalv. Four benches: \$3,200 totalvi. Bike racks: \$2,000 totalvii. Bike tool station: \$1,000
 - viii. Two kiosk signs: \$8,000 total
 - The SLO Student Living apartment complex on Santa Rosa (northbound) Add shelter and/or bench in cooperation with SLO Transit and Caltrans. Cost: \$15,500, including expanded concrete pad.
- 5. <u>Santa Maria</u> (1 bus stop): Add bus stop pole at Veterans Administration Clinic near Marian Medical Center. Cost: \$350.
- 6. <u>San Luis Obispo County</u> (7 bus stops): The following improvements should be implemented in the following unincorporated communities:
 - a. <u>Cayucos</u> (1 bus stop): Ocean Ave and 9th Add small trash receptacle (per request). Cost: \$250.
 - b. Los Osos (5 bus stops):
 - i. 11th at El Moro Relocate stop 30 feet to the north. Cost \$3,000.
 - ii. Santa Maria at 2nd Repair landing area (with DG). Cost \$700.

- iii. Santa Ysabel at 15th Install bench. Cost: \$1,000.
- iv. 7th at El Morro Repair landing area (with DG). Cost: \$700.
- v. 11th at Ramona Repair landing area (with DG). Cost: \$700.
- c. <u>Nipomo</u> (1 bus stop): Northbound Thompson at Branch Repairs to concrete around bus stop (in partnership with County), or relocation of shelter. Cost: \$1,400.
- d. <u>Santa Margarita, San Miguel and Templeton</u>: (none). Existing bus stops are of limited number and high quality.

The total cost for these projects is estimated at \$140,700.

Bus Stop Accessibility Improvements

In addition to the specific projects listed above, the improvements to accessibility of bus stops should be pursued in a separate effort, as these improvements (such as the repair and installation of sidewalks and other infrastructure) typically fall to the local jurisdictions in which the stops are located. RTA does not have the resources or authority to make such improvements, and should work with the individual Cities, the County of San Luis Obispo, and other agencies as needed to address the various accessibility issues noted in the bus stop assessment.

Bus Stop Lighting

In August 2016, RTA staff conducted a survey of existing lighting fixtures at bus stop shelters at all the RTA stops. Several were found to be non-functioning. While additional field-testing is necessary to determine the extent of replacement parts needed, the total cost for this project is estimated at \$4,000.

See also Appendix C for comprehensive list of repairs needed to existing lighting at bus stop shelters.

Lower-Priority Bus Stop Improvements

With the implementation of the improvement projects listed above, RTA staff should continue to monitor ridership and usage of stops, to identify which stops now warrant amenity improvement. A likely candidate for shelter relocation based on recent data is the South County Regional stop at Thompson and Branch (SB). New usage data, along with input from bus operators, transit riders and the general public can also be used to determine the subsequent round of improvements.

RTA should also work with transit providers at shared stops to insure sufficient signage and information is available to RTA riders. Putting a separate RTA sign at bus stops shared with other agencies is not always acceptable. For example, in Santa Maria, RTA staff worked with Santa

Maria Transit staff to insure that specialized signage designating the RTA bus bay was designed and installed at the Santa Maria transit center, and shared stops in San Luis Obispo bus an RTA decal on the SLO Transit bus stop signs to indicate that RTA serves that location.

Bus stop amenities that have experienced significant weathering, which is particularly prevalent at stops located in coastal areas, should be monitored for needed replacement.

RTA staff should seasonally survey bus stops to insure repaired lighting fixtures are continuing to function properly. As a part of that effort, stops without existing lighting, and which have the least illumination from nearby ambient sources, will be cataloged and considered for lighting installation.

REFERENCES

Easter Seals Project Action (2006). Toolkit for the assessment of Bus Stop Accessibility and Safety, (pp. 6 and pp. 14-15). Washington, DC.

U.S. Department of Transportation, Federal Highway Administration (February 2008). Pedestrian Safety Guide for Transit Agencies, (pp. 37). Washington, DC.

Darlene Bonanno v. Central Contra Costa Transit Authority, Supreme Court of California

Riverside Transit Authority, Design Guidelines for Bus Transit, 2004

APPENDIX A

RTA Master Bus stop List - 2016

Bus Stop Location Description	Latitude	Longitude	Town/City
El Camino Real @ Halcyon Park and Ride	35.122954	-120.590224	Arroyo Grande
El Camino Real @ Palomar Avenue NB	35.475332	-120.654688	Atascadero
El Camino Real @ Vons NB	35.484962	-120.662992	Atascadero
El Camino Real @ Hwy 41 SB (Car Wash)	35.484707	-120.663113	Atascadero
Viejo Camino @ Bocina Lane NB (Bordeaux Apts.)	35.454515	-120.637720	Atascadero
El Camino Real @ Carmel Road NB	35.433276	-120.615093	Atascadero
El Camino Real @ Santa Clara NB	35.440981	-120.628998	Atascadero
Capistrano @ Atas. City Admin Building	35.489341	-120.664864	Atascadero
El Camino Real @ Santa Clara SB	35.441104	-120.629129	Atascadero
El Camino Real @ Carmel Road SB	35.432924	-120.614535	Atascadero
El Camino Real @ Santa Margarita Road NB	35.429324	-120.606309	Atascadero
Viejo Camino @ Santa Barbara Road NB	35.450344	-120.632965	Atascadero
Viejo Camino @ Bocina Lane SB	35.454343	-120.637747	Atascadero
Viejo Camino @ Santa Barbara Road SB	35.449685	-120.632648	Atascadero
El Camino Real @ Santa Margarita Road SB	35.429106	-120.606395	Atascadero
El Camino Real @ Musselman Drive NB	35.461533	-120.644632	Atascadero
El Camino Real @ El Bordo Avenue NB (Post Office)	35.464878	-120.647459	Atascadero
El Camino Real @ Principal Avenue NB	35.467549	-120.650058	Atascadero
El Camino Real @ Solano Avenue NB	35.471829	-120.653191	Atascadero
El Camino Real @ Pueblo Avenue NB	35.480481	-120.658022	Atascadero
El Camino Real @ Pueblo Avenue SB	35.480050	-120.658086	Atascadero
El Camino Real @ El Camino Real Plaza SB	35.475874	-120.655364	Atascadero
El Camino Real @ Plata Lane SB	35.472925	-120.653969	Atascadero
El Camino Real @ El Bordo Avenue SB (Post Office)	35.464493	-120.647500	Atascadero
El Camino Real @ Maple Avenue SB	35.461732	-120.645182	Atascadero
El Camino Real @ Patria Circle SB	35.458695	-120.642621	Atascadero
El Camino Real @ Avenida Maria NB	35.457461	-120.641223	Atascadero
El Camino Real @ Carmel Road NB	35.433276	-120.615093	Atascadero
El Camino Real @ Santa Clara NB	35.440981	-120.628998	Atascadero
Kennedy Library NB	35.302316	-120.663161	Cal Poly
Performing Arts Center NB	35.300396	-120.657984	Cal Poly
Performing Arts Center SB	35.300449	-120.657963	Cal Poly
Kennedy Library SB	35.302362	-120.663236	Cal Poly
Main Street @ Tamson Street SB	35.562792	-121.092041	County - Cambria
Burton Drive @ Main Street SB	35.563621	-121.082599	County - Cambria

Bus Stop Location Description	Latitude	Longitude	Town/City
Ardath Drive @ Green Street NB	35.550352	-121.072611	County - Cambria
Burton Drive @ Ardath Drive NB	35.551310	-121.080000	County - Cambria
Burton Drive @ Main Street NB	35.563737	-121.082473	County - Cambria
Moonstone Beach Drive @ Windsor Boulevard NB	35.568897	-121.104789	County - Cambria
Moonstone Beach Drive @ Mariner's Inn NB	35.572093	-121.112149	County - Cambria
Moonstone Beach Drive @ Fireside Inn NB	35.578714	-121.115921	County - Cambria
Moonstone Beach Dr. @ San Simeon Pines Resort NB	35.584645	-121.121095	County - Cambria
Main Street @ The Veteran's Hall SB	35.564688	-121.096432	County - Cambria
Main Street @ The Bluebird Inn SB	35.563246	-121.085665	County - Cambria
Santa Rosa @ Leffingwell School (call only)	35.569726	-121.069572	County - Cambria
Main Street @ The Bluebird Inn NB	35.563331	-121.086086	County - Cambria
Main Street @ Tamson Street NB	35.562951	-121.091976	County - Cambria
Burton Drive @ Yorkshire Drive NB (near Lodge) NB	35.557130	-121.082146	County - Cambria
Burton Drive @ Ardath Drive SB	35.550948	-121.080035	County - Cambria
Ardath Drive @ Green Street SB	35.550341	-121.072335	County - Cambria
Main Street @ Skate Park NB (across Vet's Hall) NB	35.565144	-121.096676	County - Cambria
Main Street @ Cornwall - West Village NB	35.567969	-121.099453	County - Cambria
San Simeon Campground/Day Use Area	35.594707	-121.124171	County - Cambria
Moonstone Beach Dr. @ San Simeon Pines Resort SB	35.583452	-121.120523	County - Cambria
Moonstone Beach Drive @ Castle Inn SB	35.577630	-121.115137	County - Cambria
Moonstone Beach Drive @ Mariners Inn SB	35.572292	-121.112439	County - Cambria
Moonstone Beach Drive @ Windsor Boulevard SB	35.568794	-121.104848	County - Cambria
Burton Drive @ Cambria Pines Lodge SB	35.558022	-121.080725	County - Cambria
Burton Drive @ Burton Circle	35.556178	-121.082747	County - Cambria
Main Street @ The Creekside Motel	35.566200	-121.078568	County - Cambria
Main Street @ Community Heath Care Center	35.566248	-121.078928	County - Cambria
South Ocean @ Old Creek Road NB	35.428913	-120.881329	County - Cayucos
South Ocean @ 8th Street NB	35.444292	-120.895014	County - Cayucos
South Ocean Avenue @ 4th Street NB	35.445913	-120.898187	County - Cayucos
Cayucos Drive @ Ash	35.450235	-120.905206	County - Cayucos
North Ocean Avenue @ Cayucos Drive SB	35.449822	-120.906679	County - Cayucos
South Ocean Avenue @ 3rd Street SB	35.445950	-120.898731	County - Cayucos
South Ocean @ 9th Street SB	35.443802	-120.894392	County - Cayucos
South Ocean @ Old Creek Road SB	35.429171	-120.881866	County - Cayucos
Cuesta College	35.332344	-120.741259	County - Cuesta
Achievement House	35.327148	-120.740899	County - Cuesta
Cuesta College North	35.332344	-120.741259	County - Cuesta
10th Street @ Los Osos Valley Road	35.311466	-120.832368	Co./Los Osos

Bus Stop Location Description	Latitude	Longitude	Town/City
11th Street @ El Morro	35.328002	-120.831145	Co./Los Osos
11th Street @ Ramona Avenue	35.320562	-120.831188	Co./Los Osos
10th Street @ Santa Ynez Avenue	35.314915	-120.832357	Co./Los Osos
Los Osos Valley Road @ Palisades	35.311938	-120.836467	Co./Los Osos
Pine Street @ Los Osos Valley Road	35.312858	-120.844781	Co./Los Osos
Pine Street @ Loma St.	35.317979	-120.844792	Co./Los Osos
Ramona Avenue @ 7th Street (inbound)	35.320553	-120.835726	Co./Los Osos
7th Street @ El Morro	35.326094	-120.835351	Co./Los Osos
2nd Street @ Santa Maria Avenue - Baywood Park	35.328265	-120.840930	Co./Los Osos
Santa Ysabel Avenue @ 7th Street (inbound)	35.329919	-120.835361	Co./Los Osos
Santa Ysabel Avenue @ 15th Street (towards Osos)	35.330059	-120.826746	Co./Los Osos
Santa Ysabel Avenue @ 15th Street (towards MB)	35.329893	-120.826746	Co./Los Osos
Harbor Street @ Piney Way, Morro Bay Park	35.366500	-120.844653	Morro Bay
South Bay Boulevard @ Quintana Road (to Osos)	35.362001	-120.824198	Morro Bay
Highway 1 @ San Jacinto Street SB	35.393237	-120.860483	Morro Bay
Thompson Avenue @ East Branch Street NB	35.044052	-120.477013	County - Nipomo
Tefft Street @ Carrillo Street NB	35.039574	-120.480334	County - Nipomo
Tefft Street @ Carrillo Street SB	35.039688	-120.480486	County - Nipomo
Thompson Avenue @ Highway 101 SB	35.071694	-120.513341	County - Nipomo
Thompson Avenue @ Nipomo High School SB	35.052233	-120.486342	County - Nipomo
Thompson Avenue @ West Branch Street SB	35.043799	-120.477115	County - Nipomo
Thompson Avenue @ Nipomo High School NB	35.052429	-120.486216	County - Nipomo
N. Thompson Avenue @ Highway 101 NB	35.072028	-120.513899	County - Nipomo
Thompson Avenue @ East Branch Street NB	35.044052	-120.477013	County - Nipomo
Tefft Street @ Carrillo Street NB	35.039574	-120.480334	County - Nipomo
8th & Pine Transit Center (Paso Robles Train Station)	35.622509	-120.688277	Paso Robles
Pine @ 8th	35.62275	-120.688165	Paso Robles
Spring @ 10th (City Hall/Library)	35.625199	-120.691121	Paso Robles
Spring @ 14th (Boot Barn)	35.628401	-120.691414	Paso Robles
Spring @ 17th	35.631749	-120.691694	Paso Robles
Spring @ 21st	35.636291	-120.692104	Paso Robles
Spring @ 24th (Rite Aid)	35.639590	-120.692356	Paso Robles
Spring @ 28th (Bowling Alley)	35.642911	-120.692636	Paso Robles
Spring @ 30th	35.645072	-120.692819	Paso Robles
34th @ Oak	35.649413	-120.694461	Paso Robles
Spring @ 34th (J n J's Market)	35.649205	-120.693401	Paso Robles
Spring @ 32nd	35.647699	-120.693273	Paso Robles
Spring @ 30th	35.645218	-120.693036	Paso Robles
Spring @ 28th	35.643531	-120.692919	Paso Robles
Spring @ 24th (Flamson Middle School)	35.64025	-120.692637	Paso Robles

Bus Stop Location Description	Latitude	Longitude	Town/City
Riverside @ 24th (Taco Bell)	35.640907	-120.688271	Paso Robles
Ysabel @ 24th	35.641986	-120.687414	Paso Robles
Riverside Dr. (Fairgrounds)	35.638303	-120.687958	Paso Robles
Riverside @ 18th	35.633009	-120.687500	Paso Robles
Riverside @ 14th	35.629443	-120.687192	Paso Robles
Creston @ Capitol Hill	35.628793	-120.680834	Paso Robles
Creston @ Bolen	35.627533	-120.674256	Paso Robles
Creston Rd. (Daniel Lewis Middle School)	35.624533	-120.668397	Paso Robles
Creston @ Melody	35.623096	-120.662504	Paso Robles
Creston @ Lana (Winifred Pifer School)	35.619612	-120.659285	Paso Robles
Sherwood @ Creston (Food 4 Less)	35.615622	-120.658675	Paso Robles
Sherwood @ Commerce	35.615606	-120.653221	Paso Robles
Scott @ Airport	35.608064	-120.643622	Paso Robles
Scott @ Lark Ellen	35.608039	-120.646554	Paso Robles
Scott @ Westfield	35.608569	-120.650199	Paso Robles
Scott @ Via Ramona (Senior Center)	35.608547	-120.656169	Paso Robles
Creston (One Stop Market)	35.606918	-120.659119	Paso Robles
Stoney Creek (Apartments)	35.605320	-120.660120	Paso Robles
Rambouillet @ Torrey Pines	35.60751	-120.668644	Paso Robles
Rambouillet @ Wade	35.612720	-120.669366	Paso Robles
Niblick @ Bearcat (Paso Robles High School)	35.615896	-120.670652	Paso Robles
Niblick/Woodland Plaza (opposite Walmart)	35.615192	-120.682321	Paso Robles
Spring @ 2nd	35.617076	-120.690446	Paso Robles
Spring @ 4th/5th	35.619289	-120.690647	Paso Robles
7th @ Park	35.621452	-120.689918	Paso Robles
Pine @ 8th	35.622750	-120.688165	Paso Robles
Pine @ 8th	35.622750	-120.688165	Paso Robles
Spring @ 4th (Farmhouse Motel)	35.618778	-120.690832	Paso Robles
2nd @ Oak	35.615816	-120.691860	Paso Robles
Niblick @ S. River Rd. (McDonald's/Walmart)	35.614876	-120.681609	Paso Robles
Niblick @ Nicklaus	35.615667	-120.674867	Paso Robles
Niblick @ Bearcat (Paso Robles High School)	35.615640	-120.670536	Paso Robles
Rambouillet @ Wade	35.612776	-120.669231	Paso Robles
Rambouillet @ Torrey Pines	35.606700	-120.668789	Paso Robles
Stoney Creek (Apartments)	35.605152	-120.660209	Paso Robles
Creston @ Mrytlewood (One Stop Market)	35.606254	-120.658852	Paso Robles
Scott @ Via Ramona (Senior Center)	35.608372	-120.655339	Paso Robles
Scott @ Westfield	35.608436	-120.650204	Paso Robles
Scott @ Lark Ellen	35.607850	-120.647016	Paso Robles
Scott @ Airport	35.607986	-120.643278	Paso Robles

Bus Stop Location Description	Latitude	Longitude	Town/City
Airport @ Parkview	35.610415	-120.643911	Paso Robles
Sherwood @ Quail Run	35.615827	-120.653727	Paso Robles
Creston @ Sherwood (Food 4 Less)	35.616614	-120.658966	Paso Robles
Creston @ Oak Meadows	35.619942	-120.659010	Paso Robles
Creston @ Melody (Hagen's Center)	35.623323	-120.662360	Paso Robles
Creston @ Nickerson (Daniel Lewis Middle School)	35.625040	-120.669558	Paso Robles
Creston @ Walnut	35.627272	-120.673429	Paso Robles
Creston @ Shannon Hill	35.628969	-120.677152	Paso Robles
Creston @ Capitol Hill	35.628999	-120.680878	Paso Robles
Riverside @ 17th	35.632628	-120.687281	Paso Robles
Riverside @ 19th	35.635001	-120.687443	Paso Robles
Ysabel St. (near Starbucks)	35.642099	-120.687196	Paso Robles
Riverside @24th (Taco Bell)	35.640460	-120.688382	Paso Robles
Spring @ 24th (Rite Aid)	35.639590	-120.692356	Paso Robles
Spring @ 28th (Bowling Alley)	35.642911	-120.692636	Paso Robles
Spring @ 30th	35.645072	-120.692819	Paso Robles
34th @ Oak	35.649413	-120.694461	Paso Robles
Spring @ 34th (J n J's Market)	35.649205	-120.693401	Paso Robles
Spring @ 32nd	35.647699	-120.693273	Paso Robles
Spring @ 30th	35.645218	-120.693036	Paso Robles
Spring @ 28th	35.643531	-120.692919	Paso Robles
Spring @ 24th (Flamson Middle School)	35.640250	-120.692637	Paso Robles
Spring @ 21st (Smart & Final)	35.636894	-120.692364	Paso Robles
Spring @ 19th (Chevron)	35.633688	-120.692088	Paso Robles
Spring @ 18th (westside)	35.632576	-120.691990	Paso Robles
Spring @ 15th (Bank of America)	35.630547	-120.691826	Paso Robles
Spring @ 13th (SESLOC)	35.627069	-120.691561	Paso Robles
Spring @ 10th	35.624851	-120.691341	Paso Robles
Pine @ 8th	35.622750	-120.688165	Paso Robles
Pismo Beach Premium Outlets	35.136247	-120.626718	Pismo Beach
Price Street @ Dinosaur Caves Park	35.154037	-120.662866	Pismo Beach
Mission Street @ 14th Street (limited service)	35.752542	-120.696257	Co./San Miguel
Castillo Drive @ Otter Way NB	35.613004	-121.143579	Co./San Simeon
Old San Simeon/San Simeon Rd. @ Sebastian's	35.643731	-121.190757	Co./San Simeon
Hearst Castle Information Center	35.650536	-121.186575	Co./San Simeon
Hearst Drive @ San Simeon Avenue SB	35.612452	-121.144019	Co./San Simeon
El Camino Real @ Encina Avenue NB	35.391965	-120.606813	Co./St. Marg.
El Camino Real @ Encina Avenue SB	35.392109	-120.607076	Co./Sta. Marg.

Bus Stop Location Description	Latitude	Longitude	Town/City
El Camino Real @ Maria Avenue NB	35.388497	-120.613275	Co./Sta. Marg.
El Camino Real @ Garden Farms NB	35.418643	-120.603954	Co./Sta. Marg.
El Camino Real @ Garden Farms SB	35.417954	-120.604477	Co./Sta. Marg.
El Camino Real @ Maria Avenue SB	35.388759	-120.613216	Co./Sta. Marg.
So. Bradley Road @ Jones St. (Allan Hancock College)	34.943978	-120.418273	Santa Maria
Nicholson Street @ East Cypress Street (Amtrak Bus)	34.951024	-120.416116	Santa Maria
E. Church Street @ Palisade Dr. Marian Med Ctr.	34.951970	-120.412777	Santa Maria
Santa Maria Transit Center	34.946722	-120.431099	Santa Maria
So. Higuera Street @ Margarita SB (DMV - Soc. Serv.)	35.256411	-120.668847	SLO
South Higuera Street @ Suburban Road NB	35.244368	-120.674968	SLO
South Higuera Street @ Margarita Avenue NB	35.256486	-120.668520	SLO
Marsh Street @ Broad Street NB*	35.277936	-120.663850	SLO
San Luis Obispo County Government Center	35.282475	-120.661817	SLO
South Higuera Street @ Suburban Road SB	35.244292	-120.675314	SLO
Santa Rosa @ The SLO Apts. (Santa Rosa)	35.295749	-120.668968	SLO
Kansas Avenue @ Highway 1 (CALL IN STOP ONLY)	35.320697	-120.716910	County
California Men's Colony (CALL IN STOP ONLY)	35.323078	-120.695077	County
Grand Ave. @ McCollum NB	35.294304	-120.653325	SLO
Grand @ Wilson	35.291073	-120.653406	SLO
Monterey St. @ The Peach Tree Inn/Buena Vista (NB)	35.290026	-120.649946	SLO
Monterey Street @ Grand Avenue (SB)	35.289328	-120.651043	SLO
Grand @ Abbott	35.291248	-120.653014	SLO
Grand @ McCollum SB	35.294015	-120.653014	SLO
Santa Rosa @ Foothill	35.293210	-120.667820	SLO
Santa Rosa @ Murray SB	35.290031	-120.666693	SLO
Nipomo Street @ Higuera Street (SB) (10 express)	35.278599	-120.666211	SLO
S. Higuera @ South (SB)	35.270132	-120.670459	SLO
South Higuera Street @ South (NB)	35.270368	-120.669998	SLO
Marsh Street @ Broad Street NB	35.277947	-120.663901	SLO
Santa Rosa @ Murray NB	35.291519	-120.667048	SLO
Highland Dr. @ Mt. Bishop	35.302561	-120.667605	SLO
LOVR @ Laguna Village Plaza (EB)	35.257543	-120.691831	SLO
San Luis Obispo County Government Center	35.282475	-120.661817	SLO
Las Tablas Templeton Park and Ride	35.554173	-120.713860	Co./Templeton
Twin Cities Community Hospital	35.554175	-120.719986	Co./Templeton

APPENDIX B

Boardings and Alightings by Bus Stop August 1, 2016 to November 10, 2016

Rider usage of stops is shown in ascending order, based on total boardings

Total boardings are divided by 73, the number of weekdays in the sample period, to get average daily boardings

Stop Name	ITS#	Boardings	Alightings
Broad & Spitfire	3619	7	95
Riverside & 17th	3671	7	78
Main & Tamson (NB)	3766	8	34
Scott & Lark Ellen (A)	3629	8	7
Santa Rosa & Murray	3644	8	53
Creston & Capitol Hill (B)	3670	9	19
Rambouillet & Torrey Pines (B)	3655	10	34
Cal Poly Library (SB)	3583	14	493
Scott & Lark Ellen (B)	3660	16	22
Cal Poly Performing Arts Center (SB)	3582	16	578
Castillo & Otter	3773	17	87
Ardath & Green	3761	22	32
Airport & Scott (B)	3661	23	53
Main & Cornwall	3768	29	194
Burton & Burton Cir	3749	29	55
El Camino Real & San Benito (NB)	3524	29	67
Riverside & 20th	3672	30	48
El Camino Real & Carmel (SB)	3574	31	154
Creston & Capitol Hill (A)	3620	32	65
Creston & Oak Meadow (A)	3624	33	141
Spring & 28th (A)	3606	35	385
El Camino Real & San Jacinto	3521	37	225
Riverside & 18th	3618	37	38
Ocean & Old Creek	3757	40	102
Main & Tamson (SB)	3745	40	7
Ardath & Green	3751	40	7
Highway 1 & San Jacinto	3757	42	83
Rambouillet & Wade (B)	3654	43	35
Fontana & Linne	3626	47	68
Riverside & 26th	3615	48	348
Spring & 17th	3603	50	203
Sherwood & Creston (B) (Food 4 Less)	3659	51	72

Stop Name	ITS #	Boardings	Alightings
El Camino Real & Atalaya (NB)	3526	51	383
7th & Park	3640	52	354
El Camino Real & Santa Cruz	3527	52	339
Sherwood & Quail Run (A)	3611	52	112
Monterey & Grand	3579	57	1,509
Sherwood & Quail Run (B)	3663	58	68
Cambria Pines Lodge	3748	62	45
Oak & 34th	3608	62	297
Rambouillet & Torrey Pines (A)	3634	63	16
El Camino Real & Maria (SB)	3578	65	85
El Camino Real & Santa Clara (SB)	3573	65	169
Windmill Farms (SB)	3695	74	129
Spring & 13th	3681	75	287
Broad & Aero (SB)	3645	78	10
South Bay & Quintana	3737	82	128
Spring & 24th (A)	3605	87	473
Airport & Turtle Creek	3627	88	162
Creston & Oak Meadow (B)	3665	89	78
Spring & 21st	3604	91	247
Spring & 16th	3680	93	111
Burton & Ardath	3750	100	30
Sherwood & Creston (A)	3625	100	187
Airport & Scott (A)	3628	101	32
Kennedy Club (NB)	3523	101	318
Cayucos & Ocean	3760	102	175
Windmill Farms (NB)	3706	102	94
Scott & Paso Robles Senior Center (A)	3631	112	199
Ocean & Old Creek	3755	117	32
Creston & Bolen (A)	3621	119	117
Spring & 3rd	3532	120	857
Spring & 14th	3602	120	94
El Camino Real & San Benito (SB)	3557	121	67
Garden Farms (NB)	3504	121	170
El Camino Real & Maria (NB)	3502	124	186
Marsh & Broad	3711	129	1,935
Kennedy Club (SB)	3558	131	142
Scott & Paso Robles Senior Center (B)	3658	131	192
Spring & 18th	3679	135	71
Airport & Parkview	3662	137	52
South Bay & Quintana	3728	137	62

Stop Name	ITS#	Boardings	Alightings
Scott & Westfield	3630	141	44
Spring & 10th	3682	154	287
Theatre & Via Santa Barbara (SB)	3554	154	69
Burton & Main	3764	156	291
Santa Ysabel & 7th	3726	162	28
Food 4 Less	3664	163	166
Ocean & 3rd	3753	164	122
Spring & 30th (B)	3676	167	29
El Camino Real & Solano	3514	168	453
El Camino Real & Santa Clara (NB)	3507	176	43
El Camino Real & Rosario (NB)	3520	180	283
Garden Farms (SB)	3576	181	146
Spring & 23rd	3677	182	82
Hearst & San Simeon	3738	184	60
Creston & Myrtlewood	3657	193	320
Monterey @ Peach Tree Inn	3545	202	6
Sherwood and Creston Food 4 Less	3664	203	195
Theatre @ Chili's (SB)	3552	206	474
Creston & Bolen (B)	3668	208	153
Rambouillet & Wade (A)	3635	209	3
Spring & 22nd	3678	223	114
Spring & 30th (A)	3607	226	417
Country Care	3575	229	230
El Camino Real & Carmel (NB)	3506	230	43
El Camino Real & Maple	3569	234	450
Main & Arlington	3743	243	15
Oak & 2nd	3650	248	132
Spring & 5th	3533	248	1,726
Ocean & Cayucos	3752	256	94
Creston & Melody	3546	256	251
Niblick & Nicklaus	3652	277	87
Higuera & South (NB)	3710	289	1,093
Viejo Camino & Santa Barbara	3508	304	319
El Camino Real & Pueblo (SB)	3564	310	243
El Camino Real & Rosario (SB)	3561	311	312
El Camino Real & San Anselmo	3560	312	176
Santa Ysabel & 15th	3727	329	811
El Camino Real & Pueblo (NB)	3516	339	482
El Camino Real & Del Rio (NB)	3525	344	872
D K's Donuts	3566	351	245

Stop Name	ITS #	Boardings	Alightings
El Camino Real @ Motel 6	3567	355	523
K Mart (NB)	3522	358	732
Spring & 28th (B)	3674	371	25
Los Osos Valley Rd & Palisades	3730	373	324
K Mart (SB)	3559	379	1,063
Burton & Main	3747	383	95
Nipomo High School (SB)	3696	394	528
Paso Robles Library	3601	401	298
El Camino Real & Principal	3513	403	510
Creston & Cedarwood	3632	412	235
Ysabel & 24th	3616	415	467
Santa Rosa & Foothill	3584	419	4,396
Pine & Loma	3732	436	360
2nd & Santa Maria	3734	438	316
Santa Rosa & Murray	3541	440	355
Atascadero Post Office	3568	458	1,090
El Camino Real & Entrada	3562	486	729
El Camino Real & Patria	3570	487	745
El Camino Real & Encina (NB)	3503	496	654
Vons Center	3666	522	3,584
Daniel Lewis Middle School (A)	3622	541	92
Target Shopping Center	3553	542	349
Cal Poly Performing Arts Center (NB)	3538	556	61
Paso Robles High School (B)	3653	580	505
Los Osos Valley Rd & Pine	3731	592	537
Spring & 32nd	3610	596	253
Cypress & Nicholson	3702	612	947
El Camino Real & Musselman	3511	631	262
Albertsons Center	3637	650	702
Nipomo High School (NB)	3705	659	165
Theatre @ Chili's (NB)	3530	666	845
El Camino Real & Palomar	3515	667	1,037
Hagerman Softball Complex	3638	668	496
Thompson & Branch (SB)	3697	682	805
El Camino Real & Traffic Way	3519	698	336
Kansas Ave & Highway 1	3736	706	173
Higuera & South (SB)	3690	715	212
El Camino Real & Encina (SB)	3577	721	540
El Camino Real & Atalaya (SB)	3555	730	91
Paso Robles High School (A)	3636	739	1,149

Stop Name	ITS #	Boardings	Alightings
El Camino Real & Del Rio (SB)	3556	741	219
Achievement House	3544	742	720
Stoney Creek Rd @ Dry Creek Apartments (B)	3656	752	882
11th & El Morro	3721	769	1,228
Nipomo & Higuera	3646	799	115
El Camino Real & Avenida Maria	3510	846	395
Santa Ysabel & 15th	3720	871	216
DMV - SLO (NB)	3709	872	1,179
Higuera & Suburban (NB)	3708	879	1,537
1st & Oak	3551	882	91
Spring & 4th	3550	896	157
Thompson & Branch (NB)	3704	898	547
Mission & 14th	3536	916	693
7th & El Morro	3725	957	383
El Camino Real & El Bordo	3512	957	485
DMV - SLO (SB)	3691	968	931
Marian Medical Center	3701	994	550
Stoney Creek Rd @ Dry Creek Apartments (A)	3633	1,018	495
10th & Santa Ynez	3723	1,207	1,496
Viejo Camino & Bocina (SB)	3571	1,287	1,714
Spring & 34th	3609	1,471	1,123
Higuera & Suburban (SB)	3692	1,476	725
Twin Cities Hospital	3528	1,611	1,883
Cal Poly Library (NB)	3537	1,726	1,198
10th & Los Osos Valley	3724	1,840	2,110
El Camino Car Wash	3563	1,981	453
Viejo Camino & Bocina (NB)	3509	1,998	1,347
Tefft & Carrillo (SB)	3698	2,172	2,741
Cuesta College North	3535	2,213	2,371
Hancock College	3699	2,355	2,262
North County Transportation Center (PE)	3600	2,664	2,481
Halcyon Park & Ride	3889	2,726	4,203
Templeton Park & Ride	3529	2,744	2,054
Tefft & Carrillo (NB)	3703	3,108	2,061
The SLO Apartments	3542	4,136	544
Pismo Beach Premium Outlets	3781	5,280	4,802
Atascadero Transit Center	3518	8,427	6,248
Santa Maria Transit Center	3700	9,179	8,513
North County Transportation Center (RTA)	3534	9,403	8,173
Cuesta College	3547	13,303	13,130

Stop Name	ITS#	Boardings	Alightings
Morro Bay Park	3729 (12)	16,586	16,862
Government Center	3501	51,346	48,034

	Color codes:
Passenger usage level warrants bench:	
Passenger usage level warrants small shelter:	
Passenger usage level warrants large shelter:	

APPENDIX C

Bus Stop Shelter Lighting Survey (as of August 2016)

Color code:

Lights in place, not working (or not working optimally)
Non-standard shelters (i.e. cinderblock), with lighting issues
Shelters without any light fixtures
Lights working

Status/Comments **Paso Robles**

Spring @ 34th (westside) Spring @ 34th (eastside) Spring @ 32nd (westside)	Not working (light broken) Not working No lights installed
	No lights installed
Spring @ 32nd (westside)	
	Calaba a at consulting
Spring @ 30th (westside)	Lights not working
Spring @ 28th (westside)	No lights installed
Creston @ Walnut	No lights installed
Creston @ Vons Center	Florescent light fixture not working; non-standard shelter
Creston @ Food 4 Less	No lights installed; Non-standard shelter
Creston @ Creston Village (westside)	Light fixture not working; non- standard shelter
Sherwood @ Quail Run	No lights installed - non-standard shelter
Scott @ Westfield (northside)	Lights working (dim)
Scott Street Senior Center	Lights not working
Stoney Creek @ Apartments (southside)	Lights working, but dim (some of the LED light's "points" are out)
Stoney Creek @ Apartments (northside)	Working, 2 small round lights provide low illumination
Niblick @ PR High School	No lights installed
Niblick and Independence/Liberty HS	Lights not working
Niblick @ McDonald's	Fluorescent fixture, broken

Paso Robles (cont.)	Status/Comments
Niblick @ Albertson's Center	Fluorescent fixture, lights dim (light cover dirty inside)
Nicklaus Drive @ Oak Hill Road	No lights installed
Spring @ 4th (westside)	Lights not working
Spring @ 5th (eastside)	Lights not working
Pine and 8th	No lights installed, light poles near shelters
Spring @ 10th (Library)	Lights working
Spring @ 10th (Paso Robles Inn)	Lights working
Spring @ 14th (eastside)	Lights very faint
Spring @ 15th (westside)	Lights not working
Spring @ 18th (westside)	Lights working, but faint
Spring @ 21st (eastside)	Lights working, faint and flickering
Spring @ 21st (westside)	Lights not working
Spring @ 24th (westside) (light green shelter by 7-11)	Lights working
Theater Drive @ Target shopping center (west)	Lights working in non-standard shelter
Theater Drive (northbound)	Lights not working
Cuesta College North County campus	No lights installed, street lights nearby

Shelters at locations in Paso not currently on Routes

Nicklaus at Oak Creek Commons	No lights installed
Oak Hill Drive	No lights installed
Dallons Drive @ Golden Hills Road	Lights working (no bench)
28th & Park (Chet Dotter housing)	No lights installed
28th & Oak (Red shelter at city pool)	No lights installed

Templeton

Templeton Park and Ride	Lights working - very bright
Twin Cities Hospital	No lights installed, some lights built into nearby pillars

Arroyo Grande

El Camino Real @ Halcyon Park and Ride	Double wide shelter, single LED fixture (very dim)
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Atascadero

El Camino Real @ Palomar Avenue NB	No lights
El Camino Real @ Vons NB	Lights not working
El Camino Real @ Hwy 41 SB (Car Wash)	Lights not working
Viejo Camino @ Bocina Lane NB (Bordeaux Apts.)	Block shelter; electric lights working
El Camino Real @ Carmel Road NB	Solar unit gutted; button activated light on pole
El Camino Real @ Santa Clara NB	Lights not working
Capistrano @ City Admin Building	Lights working
El Camino Real @ Santa Clara SB	Lights not working
El Camino Real @ Carmel Road SB	Lights not working

Additional Atascadero Shelters installed by City of Atascadero

ECR @ Junipero (SB)	No lights
ECR @ San Rafael (SB)	No lights
ECR @ San Anselmo (SB)	No lights
ECR @ Del Rio (SB)	No lights
ECR @ Rosario	Lights not working
ECR @ Solano	No lights
ECR @ Traffic way (NB)	Lights not working

Cal Poly

Kennedy Library NB	Electric lights (3), not working
Performing Arts Center NB	Electric lights (3), not working
Performing Arts Center SB	Electric lights (3), not working
Kennedy Library SB	Electric lights (3), not working
South Higuera Street @ Margarita SB (DMV)	SLOT-installed shelter; recessed lights not working
South Higuera Street @ Suburban Road NB	SLOT-installed shelter, no lighting fixture
San Luis Obispo County Government Center	2 lights in each shelter, one working each uphill side); intermittent function
Kansas Avenue @ Highway 1	No light fixture.
South Higuera Street @ Suburban Road SB	LED fixture, not working

Cambria

Main Street @ Tamson Street SB	Light not working; fixture is rusted, lens cracked/ broken
Burton Drive @ Main Street SB	No light fixture

Cuesta Main Campus

Cuesta College	4 Fixtures, all lit. Lenses intact, but dirty.
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Los Osos

	10th Street @ Los Osos Valley Road	Single fixture (same as at GC), not working
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Morro Bay

I Harbor Street (a) Piney Way Morro Bay Park	New	LED	fixture.	Well	lit.	Many
	cobwebs around fixture.					

Nipomo

Thompson Avenue @ East Branch Street NB	No lights installed
Tefft Street @ Carrillo Street NB	No lights installed
Tefft Street @ Carrillo Street SB	No lights installed

Pismo Beach

I PISMO BEACH PREMIUM CHITIETS	Recessed currently	electric	lights,	one	bulb
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Santa Margarita

El Camino Real @ Encina Avenue NB	Lights not working
El Camino Real @ Encina Avenue SB	Lights not working

Santa Maria

South Bradley Road @ Jones St., (AH College)	SMAT-installed shelter		
E. Church Street @ Palisade Dr. Marian Med. Ctr.	SMAT-installed shelter		
Santa Maria Transit Center	Street lighting, no lighting in shelters		

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY March 1, 2017 STAFF REPORT

AGENDA ITEM: C-7

TOPIC: Passenger Shelters

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Executive Director to Procure Up

to Four Passenger Shelters, Related

Amenities, and Construction Services at a

Cost Not to Exceed \$125,000

BACKGROUND/DISCUSSION:

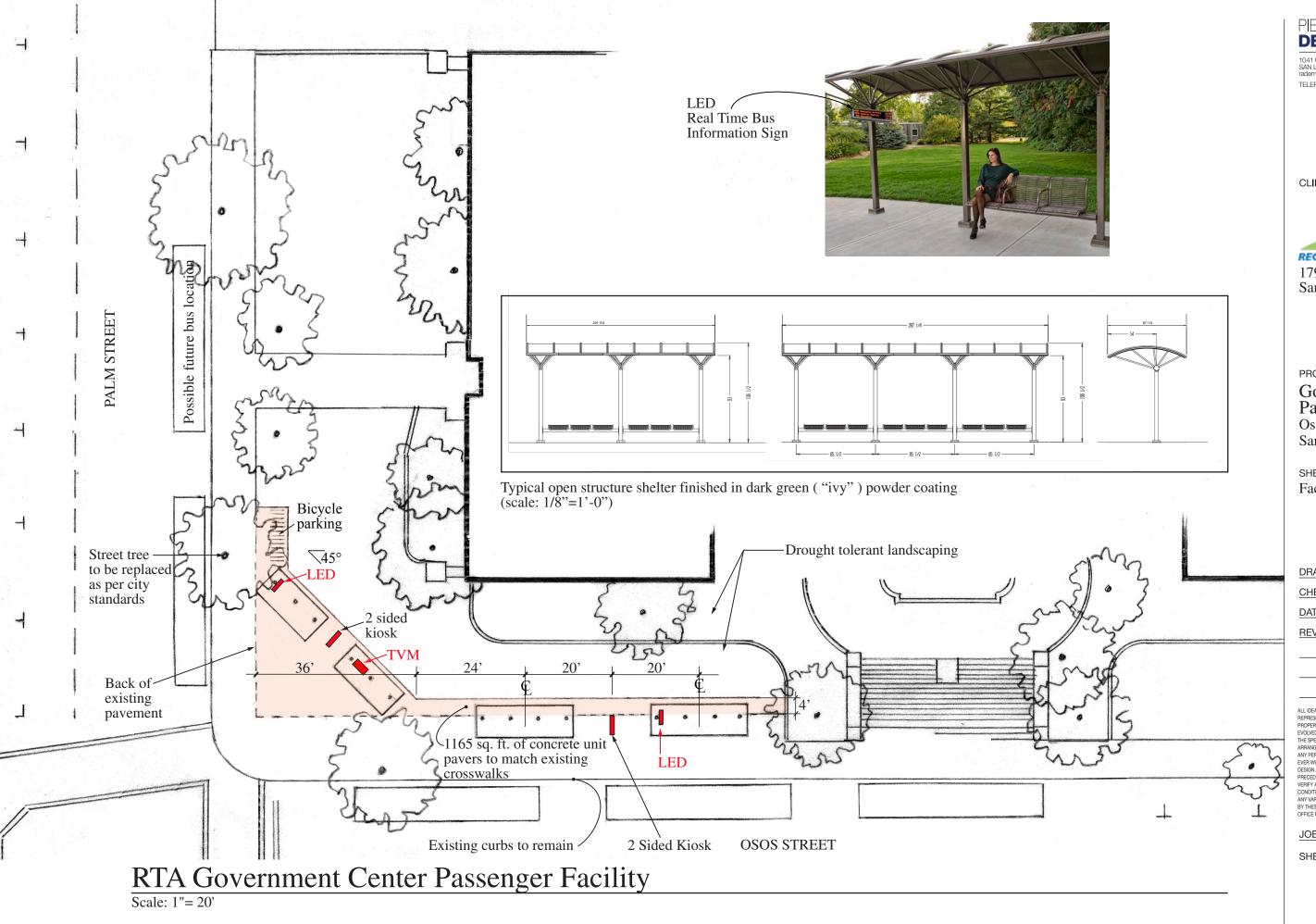
RTA has been awarded Federal and State funding to implement bus stop improvements and to implement a Ticket Vending Machine (TVM). The Government Center transit hub in downtown San Luis Obispo has the highest passenger activity in RTA's service area, and it is sorely in need of expanded passenger waiting space and enhanced passenger amenities. Staff worked with Rademaker Design, as well as City and County officials, to develop a layout that meets our medium-term needs.

As presented in the attached graphic, the number of passenger shelters would be expanded to four (two are available today), and the TVM would be installed inside one of the two shelters at the corner. This project will also provide trenching for current and possible future grid power and communications needed for both the TVM and for LED "next bus" signs that will be installed inside two of the passenger shelters. In addition, passenger benches and trashcans will be installed (although those are not shown on the graphic). When a long-term downtown passenger facility is constructed, these items could be moved to the new site.

The Bus Stop Improvement Plan that will be considered on March 1 provides costs estimates for the various components/features needed for this project, which total \$114,600. For planning purposes, a 10% contingency would bring the total cost to approximately \$125,000. Funding is already secured for this project, including FTA Section 5307, Prop 1B Safety & Security, RTF, STA and LTF funds.

Staff Recommendation

Staff requests the Board's concurrence to authorize the Executive Director to procure up to four new passenger shelters and related passenger amenities, as well as construction services to implement these items, at a cost not to exceed \$125,000.



PIERRE RADEMAKER **DESIGN**

1041 CHORRO STREET, SUITE 230 SAN LUIS OBISPO, CALIFORNIA 93401 rademakerdesign.com

TELEPHONE: 805/544-7774

CLIENT:



PROJECT:

Government Center Passenger Facility Osos & Palm Street San Luis Obispo, CA

SHEET CONTENTS: Facility Layout

DRAWN BY: PR/KT CHECKED BY: PR 12-15-16 02-06-17 02-14-17

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JOB NO.: RTA-1601

SHEET NO .: