



## RTA BOARD AGENDA

Wednesday, July 12, 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)

**Vice President: Jamie Irons**

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)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency [LEP]) by contacting the RTA offices at 781-4472. Please note that 48 hours advance notice will be necessary to honor a request.

### 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)
- A-2 Special Presentation – Paso Robles Adult Independent Skills Program (Verbal)

#### B. ACTION AGENDA

- B-1 Receive Draft CEQA IS/MND Report for RTA Maintenance Facility Project, and Open 30-Day Comment Period (Action)
- B-2 Authorize Procurement of Paso Robles Bus Parking Yard Construction Services (Action)
- B-3 Public Participation Plan for Proposed Changes to RTA Fare Program (Action)
- B-4 Strategic Business Plan Update (Action)

**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 Executive Committee Meeting Minutes of April 12, 2017 (Approve)
- C-2 RTA Board Meeting Minutes of May 3, 2017 (Approve)
- C-3 Paso Robles Bus Camera Agreement & Procurement Authorization (Approve)
- C-4 Resolution Authorizing Executive Director to Submit Application for FTA Section 5311 Funds (Approve)
- C-5 Resolution Authorizing Executive Director to Submit Application for FTA Section 5307 Funds (Approve)
- C-6 Resolution Authorizing Executive Director to Submit Application for Remaining Regional Proposition 1B Funds (Approve)
- C-7 Authorization to Procure Three Replacement Buses (Approve)
- C-8 Lease Agreement with County for Use of Government Center Property (Approve)

**D. CLOSED SESSION ITEMS – CONFERENCE WITH LEGAL COUNSEL:** It is the intention of the Board to meet in closed session concerning the following items:

- D-1 Conference with Labor Negotiator Geoff Straw concerning the following labor organization: Teamsters Local 986

**E. BOARD MEMBER COMMENTS**

Next regularly scheduled RTA Board meeting on September 6, 2017

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 12, 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 was only able to recruit one Bus Operator candidate in this latest class, but by all measures Tina is a great one. Recruitment has become an extreme challenge for RTA and SoCo Transit in the past year, and we are now focusing additional staff resources on developing new ways to attract qualified candidates.

Please join me in congratulating Bus Operator Martha Raymond for being selected by her peers as the Employee of the Quarter. Martha primarily drives Runabout vans, and her riders continually say nice things about her. The next EOQ luncheon will be Noon on July 28<sup>th</sup> at the Arroyo Grande yard – please mark your calendars.

The Paso Bus Parking Yard 90% design/engineering documents and cost estimate were delivered to staff on June 8<sup>th</sup>. See Agenda Item B-2 for next steps. We are still aggressively aiming for a November 2017 move-in.

RTA staff continues to work diligently to improve the Government Center passenger facility. San Luis Obispo County public works staff has developed a lease agreement with the RTA for the use of County property for the; see Consent Agenda C-9 for details. On June 13<sup>th</sup>, the County submitted the RTA-developed application to the City of San Luis Obispo to make site improvements. The final lease agreement document could be altered slightly after the City's review of the development application – but it likely will not result in any changes to the RTA's financial obligations.

RTA staff has issued a purchase order for six LED next-bus signs that will be installed at the major transit centers in our service area, including as part of the elements proposed as part of the Government Center passenger facility improvements project mentioned above.

On June 30<sup>th</sup>, I met with with Dan Troy who serves as the Vice President of Administrative Services for the San Luis Obispo Community College District. Dan agreed to appoint a

new Cuesta College representative and alternate to serve on the Regional Transit Advisory Committee. We will also continue discussions on partnership opportunities, including possible implementation of an LED next-bus sign(s) at the RTA's bus stop on their campus(es). The next regularly-scheduled RTAC meeting will be at 2:00 PM on July 18<sup>th</sup>.

### **Service Planning & Marketing:**

RTA staff is putting the final touches on the North Coast service improvements that were identified in the 2016 Short Range Transit Plan. The changes are not significant enough to require formal public outreach, but we will place notices at the Morro Bay Transit Center, major bus stops and on the LCD screens inside Route 12 and 15 buses. These changes will essentially provide consistent weekday service on Route 12; all layovers will now be at the Government Center instead of sometimes at Morro Bay. None of these schedule changes will result in impacts to the operations budget, but they will greatly improve travel for Los Osos and Morro Bay riders who are currently forced to wait 20 minutes during the layover. These service changes will be implemented on August 20<sup>th</sup>, which corresponds with the beginning of Fall classes at Cuesta College.

The Santa Barbara County Association of Governments is leading the Santa Maria-San Luis Obispo Transit Connections Study. One of the preliminary recommendations of the consultants is that RTA Route 10 service be re-routed to the Broadway corridor instead of continuing to serve the two low-ridership Marian Hospital bus stops. The consultants are also recommending that as the region grows we consider operating longer daily spans of service and more frequent service during peak travel periods. More information is available at [www.Route10Plan.com](http://www.Route10Plan.com). As further details emerge, staff will share them with the SoCo Transit and RTA Boards.

On March 16<sup>th</sup>, staff proposed a new fare program for directly-billed Tri-Counties Regional Center clients. R&D Transportation, which serves as TCRC's transportation broker, has tentatively agreed to the new fare levels. However, these new fares should technically be considered and eventually adopted as part of the RTA's overall fare program through a Public Hearing process. If fully implemented, this will both reduce the subsidy per passenger-trip and increase the farebox recovery ratio on Runabout. This issue can and should be wrapped-up into the overall fare change program that is included under Agenda Item B-3.

RTA hosted staff members from two other transit agencies in the region – Monterey-Salinas Transit and Santa Cruz METRO – on May 11<sup>th</sup>. This is the second year that we have met to discuss matters affecting public transit on Central Coast. It was strongly received by our staff, and we look forward to the 2018 event – which will be held at the new MST operating and maintenance facility that is currently being constructed. One strategic issue on which I will work with my cohorts at MST, METRO and possibly other transit agencies in the region is development of a Mutual Aid agreement in the event of an emergency.

## Finance and Administration:

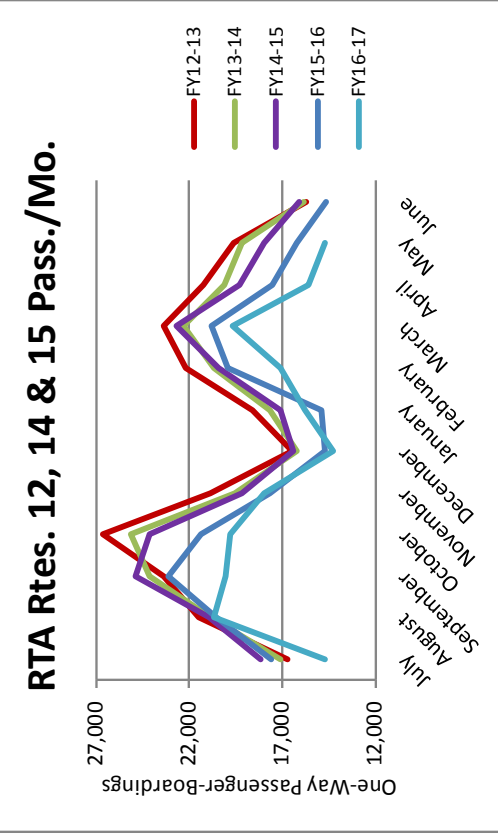
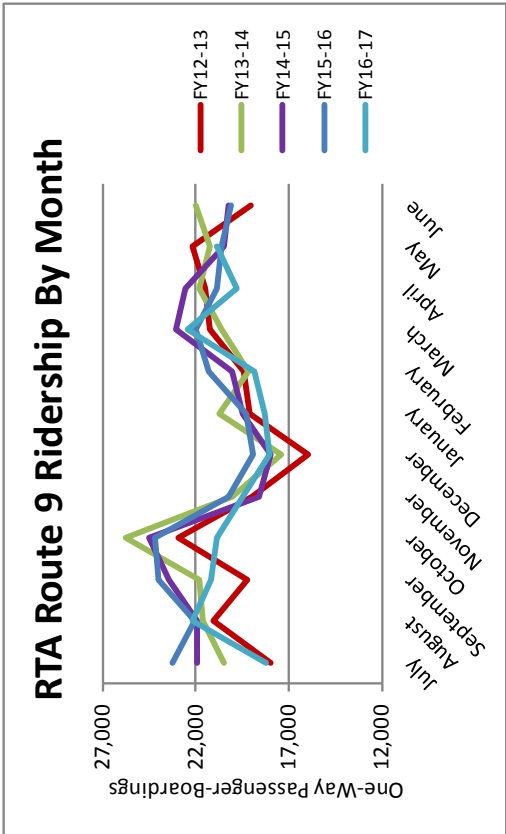
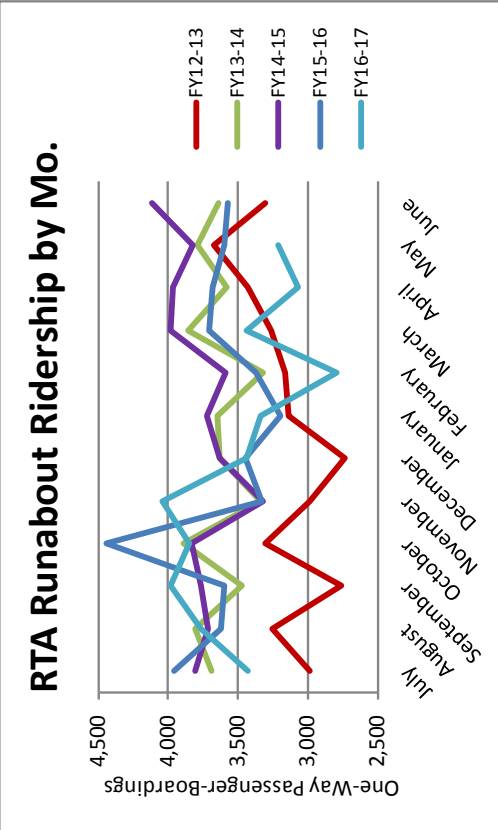
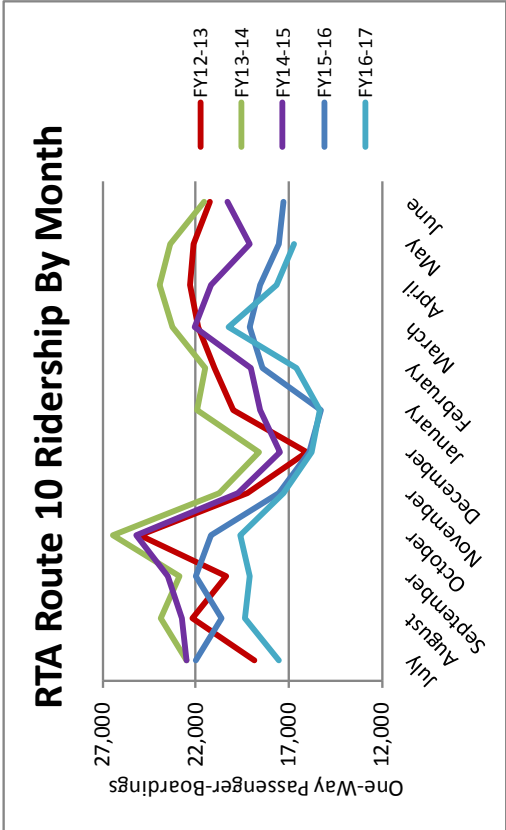
The RTA Board will need to conduct a Public Hearing at a special meeting on August 2, 2017 in order to consider updates to our Disadvantaged Business Enterprise policy. This special meeting is necessary to meet the FTA's recently published schedule, and the meeting will begin prior to the regularly-scheduled SLOCOG Board meeting.

Staff began negotiations with Bus Operators and maintenance staff, who are represented by the Teamsters, on July 6<sup>th</sup>. The takeaways from that kick-off meeting will be discussed in Closed Session at the end of today's meeting.

The RTA administrative/management staff met off-site for a follow-up half-day communications workshop on June 8<sup>th</sup>, which built upon the Team Building exercise that we completed in January 2016. It was well-received by all thirteen attendees, and we are excited to work on continually improving communications and following-through on commitments that we discussed during the two workshops. Staff wishes to thank the Wallace Group for loaning us the use of their conference room, and Dale Magee from Catalyst Consulting for facilitating these two workshops. See the attached summary of the meeting, as well as a follow-up action-item list that the team leaders committed to undertake.

As shown in the attached tables and graph, our financial and operating results through the end of May 2017 are varied but mostly positive, as follows:

- In terms of overall non-capital expenses, we are below budget – 84.7% through 91.7% of the fiscal year. Notable large-ticket variances include labor (combined 4.9% below budget), fuel (36.2% below budget), and total vehicle maintenance (7.6% above budget). We expect total expenses to come in under budget at year's end, which helps contribute to a higher than originally planned starting balance for FY17-18. We are on pace to attain the starting balance projection that was reflected in the FY17-18 budget adopted in May 2017.
- RTA core fixed-route ridership totaled 711,171 (605,531 per farebox system) through the end of May 2017. In comparison, the farebox-based ridership for the same period last year was 650,717, which represents a decline of 6.9%. However, ridership has rebounded somewhat and we expect that increasing fuel prices – particularly after SB-1 fuel taxes are implemented in November 2017 – will continue to result in ridership recovery.
- Runabout ridership totaled 38,352 through May 31<sup>st</sup>, which is 4.0% lower than the total from the first ten months of the previous year (39,942). It should be noted that the ridership reduction experienced due to negotiated changes to TCRC-funded riders began in February 2017, and the four-month numbers show a decline of 12.8% (14,357 in February-May 2016 vs. 12,513 in February-May 2017).



# Regional Transit Authority

## Team Check-In Session

8 June 2017

### Summary Notes

#### **PARTICIPANTS**

- Carrie Hall
- David Roessler
- Geoff Straw
- Leslie Sanchez
- Mary Gardner
- Michael Seden-Hansen
- Michele Kubel
- Omar McPherson
- Patricia Grimes
- Phil Moores
- Shelby Walker
- Tania Arnold
- Trena Wilson
- Dale Magee, facilitator

#### **OBJECTIVES**

- Assess progress since last retreat, address pressing issues.
- Identify what's most important and most needed now to work together best.
- In short: tune up, clean up, shore up.



**ACTIONS! FOLLOW UPS & NEXT STEPS (cutting to the chase!)**

WHAT	WHO / WHEN
Review and follow up on these notes and Action Items	Geoff - keep it alive, check progress
Help Me / Help You Commitments Do the "one thing" you committed to each team mate	All ASAP
Shift language/conversation from "we're a young organization" to "we're mature, growing and capable."	All
Staffing – what's the next role/expertise/person we'll need Strategic planning	All set time to really consider this
"Safety TV"	Phil & Geoff discuss
The "Fun" Stuff Share those duties/activities among all (if others want them) – be aware of the activities that bring joy work – keep a few of those to keep you going. And share with others so they get a boost, too	All
Read "The Advantage" by Pat Lencioni. Dale's book recommendation. At least read pp 1-19. Review/discuss as a team	All are encouraged



## DISCUSSION ITEMS

### I. Plus, Minus & Interesting

Group's responses to, "What's going well, or not so well, or "just is" in terms of working together best as an administrative team."

#### PLUSES:

- Great team
- Family-oriented
- Common end goals
- Support
- Feels like a family
- Getting things done on time
- Good hiring & training
- Internal promotions
- Working together better than ever
- Coordination
- Kind & respectful
- Fun
- All support Drivers and Mechanics
- Group activities such as Heart-TA
- Maintenance space continuously improving
- Very supportive
- Understanding each other better
- Storage spaces better utilized
- Employee recognition
- "Team" is getting stronger. Especially RTA-SoCoTransit
- Follow up
- Teamwork
- Responsive & productive
- Everybody gets along
- 
- Working together
- Setting dates
- Organizing the yearly schedule for departments
- Communication
- Improvement and changes
- Making things work better

#### MINUSES / EBIs:

- Communicate better
- Struggling to attract bus operators
- Budget is still a challenge
- Taking on more than your own job
- Sharing a brief communication of new projects (even better if this)
- Even better follow through
- Communication
- Communication styles
- Temperature control for comfort
- Follow through
- Avoid conflict

#### INTERESTINGS:

- Hobbies
- Knowing what everyone else's job duties are
- Group/teamwork
- Relationships are changing
- Doesn't like to give up "their" duties
- Challenging customers
- Trust issues arise occasionally
- Communication
- Respect
- Understanding each other
- Direction RTA and SCT is growing. Our future

#### *Group's Thoughts on These Responses:*

- ✓ We've turned negatives from last year into positives
- ✓ Communication is never done
- ✓ Communication can always be better
- ✓ Knowledge of each other is vital
- ✓ Our listening is better
- ✓ Our sensitive and self-responsibility has improved
- ✓ Follow through reflects respect for your co-worker
- ✓ How does avoiding conflict impact some of these other things?

## II. Review & Status of Last Year's Efforts

To Dos and commitments from last year were reviewed. Following are those that still need attention/are on-going:

Ideas / Vision / Desire	Suggestions / Agreements / Next Steps
Faith / Trust in fellow workers	Everyone is a part of this <i>ONGOING – CONTINUOUS ATTENTION</i>
Intentional Collaboration	Everyone is a part of this <i>ONGOING – CONTINUOUS ATTENTION</i>
Brown Bags with other locations, other teams	Geoff + Dept. Heads
Communication – Among All of Us <ul style="list-style-type: none"> <li>▪ Brown Bag meetings (aka fireside chat, roundtable) with leadership. No structure open Q&amp;A; no fear of retaliation</li> <li>▪ Open and listen to all</li> <li>▪ Verbal Judo. Put into practice, respect, ask don't tell, everyone deserves a second chance</li> <li>▪ All employees are approachable</li> </ul>	<b>ALL</b> agreed they are "on the hook" for this Everyone can do this; everyone controls their part Needs to be conscious, on-going effort  Ask more questions about things  <b>Geoff</b> - Brown Bags
Team Unity <ul style="list-style-type: none"> <li>▪ Reinstate traveling staff meetings</li> <li>▪ Admin Team – go to lunch together at least annually</li> </ul>	<b>Shelby</b> – set date Fall '17 for Admin Team lunch  <b>Patty &amp; Michael</b> – take lead on traveling staff meetings
Office Organization / Maintenance <ul style="list-style-type: none"> <li>▪ Clear clutter areas</li> </ul>	Clutter Clean Up Event will happen again <b>Trena</b> (the Clutter Queen) reigns supreme
Management Team – Information Sharing Info from meetings doesn't always make it down to all staff. Desired: information shared further.	<b>Geoff</b> will follow up. <b>All</b> managers responsible for the cascading down of information. <i>ONGOING – CONTINUOUS ATTENTION</i>
Social Opportunities <ul style="list-style-type: none"> <li>▪ Holiday dinner – <i>under review</i></li> </ul>	Social Committee successfully started & will continue!

### III. Conversations Sparked by Review of Last Year / What's Important Right Now

- Since 2009 we have been through A LOT of changes, a lot of transitions
  - Let's acknowledge that. And acknowledge that we are handling the changes really well.
  - Let's keep in mind that when change happens there is both the STRUCTURE change (the black and white, the tangibles, the factual change – who, where, what) and the EMOTIONAL change. The latter may need to get more attention and care than it usual does.
    - Need to check in with folks – how are they doing/feeling about the changes? What do they need? What support? What information? What will help them as they transition and get used to the new way of doing things?
  - Don't forget to OVERcommunicate when change happens.
- Do we take things too "personally"?
  - Let's ask more questions before jumping to conclusions that we've been excluded.
  - Geoff is asked to give more information up front as to how things came to be, AND to tell us when we're not involved – but tell enough for us to know if something's going to impact us or change.

Amended Budget FY 2016-17	April Actual	May Budget	May Actual	May Variance	Year to Date FY 2016-17	Percent of Total Budget FY 2016-17
<b>Administration:</b>						
Labor	5,693	6,203	6,040	163	67,006	90.0%
Hours	128,903	144,564	137,054	7,510	1,487,576	85.8%
Miles						
operations cost	63,291	67,975	90,269	(22,294)	749,887	91.9%
operations cost	17,166	-	-	-	68,662	96.4%
operations cost	34,184	42,066	34,184	7,881	402,443	79.7%
operations cost	-	-	-	-	16,340	93.8%
Property Insurance	2,562	6,630	2,264	4,366	69,151	86.9%
Professional Technical Services	1,950	3,154	5,234	(2,080)	36,430	96.2%
Professional Development	20,305	21,266	20,336	930	231,112	90.6%
Operating Expense	4,237	7,811	8,669	(859)	72,483	77.3%
Marketing and Reproduction	(3,360)	(3,360)	(3,360)	-	(36,960)	91.7%
North County Management Contract	(6,843)	(6,843)	(6,843)	-	(75,268)	91.7%
County Management Contract	(9,575)	(9,575)	(9,575)	-	(105,325)	91.7%
SCT Management Contract	123,917	129,124	141,179	(12,055)	1,428,956	87.2%
<b>Total Administration</b>						
<b>Service Delivery:</b>						
Labor - Operations	293,611	341,722	416,192	(74,471)	3,496,787	85.3%
Labor - Operations Workers Comp	116,138	-	464,554	-	464,554	96.4%
Labor - Maintenance	77,393	78,973	109,442	(30,468)	864,028	91.2%
Labor - Maintenance Workers Comp	33,989	-	-	-	135,956	96.4%
Fuel	1,164,130	97,011	70,522	26,489	742,300	63.8%
Insurance	47,386	46,680	47,386	(706)	524,338	93.6%
Special Transportation (for SLOCAT and Paso)	3,551	4,775	3,135	1,640	31,195	61.4%
Avila Trolley	6,148	7,133	6,525	608	43,027	75.4%
Maintenance (parts, supplies, materials)	29,084	38,754	46,303	(7,548)	549,607	118.2%
Maintenance Contract Costs	971	11,576	4,423	7,153	46,093	33.2%
<b>Total Operations</b>	675,196	626,623	706,658	(80,034)	6,901,884	85.1%
<b>Capital/Studies:</b>						
Computer System Maintenance/Upgrades	2,306	2,750	2,675	75	37,217	59.8%
Miscellaneous Capital	-	-	-	-	-	0.0%
Facility Improvements	-	-	-	-	29,103	50.4%
Maintenance Software and Maintenance Equipment	-	-	-	-	4,536	54.0%
Passenger Protection 1300 buses	-	-	-	-	-	0.0%
Specialized Maintenance Tools	-	-	-	-	-	0.0%
Desks and Office Equipment	-	4,360	4,025	335	9,595	89.2%
Vehicle ITS/Camera System	156,495	178,500	178,274	226	469,477	70.3%
Bus Stop Improvements/Bus Stop Solar Lighting	-	-	-	-	16,861	6.1%
Bus Rehabilitation	-	-	-	-	-	0.0%
RouteMatch Call Back System Vehicles	-	-	-	-	33,150	88.4%
Support Vehicles	-	-	-	-	60,618	101.0%
Trolley Replacement Vehicle	-	200,000	204,268	(4,268)	204,268	102.1%
Runabout Vehicles	-	-	-	-	289,284	177.0%
<b>Total Capital Outlay</b>	158,801	385,610	389,242	(3,632)	1,154,109	65.5%
<b>Contingency</b>	-	9,752	-	9,752	17,570	15.0%
<b>Interest Expense</b>	2,459	3,716	2,109	1,607	28,981	65.0%
<b>Loan Paydown</b>	100,298	-	24,046	-	200,596	100.0%
<b>Elks Lane Project</b>	2,704	64,500	64,084	416	118,891	16.7%
<b>Paso Property Improvements</b>	-	-	-	-	98,667	9.9%
<b>Management Contracts</b>	19,778	19,778	19,778	-	217,553	91.7%
<b>TOTAL FUNDING USES</b>	1,083,152	1,263,603	1,347,095	(83,492)	10,167,207	73.5%
<b>TOTAL NON-CAPITAL EXPENDITURES</b>	821,350	788,993	869,723	(80,730)	8,594,944	84.7%

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
YEAR TO DATE THRU MAY 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
<b>REVENUES:</b>												
FARES	\$ 321,471	\$ 319,153	\$ 236,265	\$ 23,059	\$ 32,280	\$ 932,228	\$ 61,139	\$ 66,681	\$ 127,820	\$ 6,475	\$ 126,068	\$ 1,192,590
<b>TOTAL ROUTE REVENUES</b>	\$ 321,471	\$ 319,153	\$ 236,265	\$ 23,059	\$ 32,280	\$ 932,228	\$ 61,139	\$ 66,681	\$ 127,820	\$ 6,475	\$ 126,068	\$ 1,192,590
<b>EXPENDITURES:</b>												
ADMINISTRATION	\$ 294,687	\$ 264,525	\$ 172,046	\$ 17,814	\$ 65,087	\$ 814,159	\$ 14,740	\$ 14,950	\$ 29,689	\$ 6,648	\$ 648,262	\$ 1,498,758
MARKETING	26,070	23,552	15,335	1,611	5,793	72,361	60	62	122	-	-	72,483
OPERATIONS/CONTINGENCY	978,610	892,951	564,528	59,846	218,072	2,714,007	258,759	262,394	521,153	110,948	2,000,752	5,346,860
FUEL	189,751	194,477	103,550	11,958	46,344	546,081	20,353	20,756	41,109	3,414	135,740	726,344
INSURANCE	115,420	118,307	63,013	7,239	45	304,023	13,862	14,160	28,023	4,263	148,477	484,786
<b>TOTAL EXPENDITURES</b>	\$ 1,604,538	\$ 1,493,812	\$ 918,473	\$ 98,468	\$ 363,479	\$ 4,450,632	\$ 307,773	\$ 312,322	\$ 620,096	\$ 125,273	\$ 2,933,231	\$ 8,129,232
<b>FAREBOX RATIO</b>	20.0%	21.4%	25.7%	23.4%	8.9%	20.9%	19.9%	21.3%	20.6%	5.2%	4.3%	14.7%
<b>SERVICE MILES</b>	334,848.1	343,102.4	182,557.3	21,180.2	81,967.9	963,655.9	40,117.2	40,955.7	81,072.9	12,357.0	430,520.0	1,487,605.8
<b>SERVICE HOURS</b>	12,078.6	10,810.5	7,021.0	742.6	2,644.2	33,296.9	2,980.1	3,021.2	6,001.3	1,298.6	26,409.1	67,006.0
<b>RIDERSHIP (Automatic Counters)</b>	244,169	232,601	179,777	33,769	20,855	711,171	52,729	52,368	105,097	2,954	38,352	857,574
<b>RIDERS PER MILE</b>	0.73	0.67	1.00	1.59	0.27	0.74	1.31	1.28	1.30	0.24	0.09	0.58
<b>RIDERS PER HOUR</b>	20.1	21.4	25.9	45.5	8.3	21.4	17.7	17.3	17.5	2.3	1.5	12.8
<b>COST PER PASSENGER</b>	\$ 6.57	\$ 6.42	\$ 5.11	\$ 2.92	\$ 17.43	\$ 6.26	\$ 5.84	\$ 5.96	\$ 5.90	\$ 42.41	\$ 76.48	\$ 9.48
<b>SUBSIDY PER PASSENGER</b>	\$ 5.25	\$ 5.05	\$ 3.79	\$ 2.23	\$ 15.88	\$ 4.95	\$ 4.68	\$ 4.69	\$ 4.68	\$ 40.22	\$ 73.19	\$ 8.09
<b>RIDERSHIP (GFI Fareboxes)</b>	220,021	195,189	154,213	16,744	19,364	605,531	49,800	49,141	98,941	2,954	38,352	745,778
<b>RIDERS PER MILE</b>	0.66	0.57	0.84	0.79	0.24	0.63	1.24	1.20	1.22	0.24	0.09	0.50
<b>RIDERS PER HOUR</b>	18.2	18.1	22.0	22.5	7.3	18.2	16.7	16.3	16.5	2.3	1.5	11.1
<b>COST PER PASSENGER</b>	\$ 7.29	\$ 7.65	\$ 5.96	\$ 5.88	\$ 18.77	\$ 7.35	\$ 6.18	\$ 6.36	\$ 6.27	\$ 42.41	\$ 76.48	\$ 10.90
<b>SUBSIDY PER PASSENGER</b>	\$ 5.83	\$ 6.02	\$ 4.42	\$ 4.50	\$ 17.10	\$ 5.81	\$ 4.95	\$ 5.00	\$ 4.98	\$ 40.22	\$ 73.19	\$ 9.30



# **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 12, 2017**

## **STAFF REPORT**

**AGENDA ITEM:** B-1

**TOPIC:** CEQA Documentation for RTA Maintenance Facility Project

**PRESENTED BY:** Geoff Straw, Executive Director

### **STAFF RECOMMENDATIONS:**

- 1. Accept the draft IS-MND report and the draft FTA CE request letter;**
- 2. Open the minimum 30-day public input process; and**
- 3. Schedule a September 6, 2017 Public Hearing to consider comments received, to consider certification of the IS-MND findings, and to authorize staff to procure design/engineering services.**

### **BACKGROUND/DISCUSSION:**

At its January 7, 2015 meeting, the RTA Board of Directors designated the 40 Prado Road (now known as 253 Elks Lane) property as the preliminary preferred site for a long-term maintenance facility. The Board also directed staff to seek Federal Transit Administration (FTA) Section 5307 and other funding to conduct environmental reviews of the site. Subsequently, the Board authorized staff to issue a Request for Proposals for Environmental Services at its November 4, 2015 meeting, and an agreement with Rincon Consultants was ratified at the Board's March 2, 2016 meeting.

The Board adopted an Environmental Evaluation Policy at its May 4, 2016 meeting. This policy provides direction to staff on completing California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) evaluations, as well as steps the Board must take to certify CEQA findings. For the proposed project, the RTA will serve as the responsible agency under CEQA while the FTA will serve as the responsible agency under NEPA.

Over the past 15 months, staff worked closely with Rincon Consultants and its team of subconsultants to evaluate the project's potential impacts to the surrounding environment. Consultations were conducted with agency representatives ranging from the City of San Luis Obispo, the SLO County Air Pollution Control District, County Regional Airport, Tribal representatives (including an on-site meeting with Northern Chumash Tribal Council representatives), and representatives from neighboring properties. A summary list of 15 CEQA-related mitigation measures begins on page 3 of this staff report; these same mitigation measures are included in the attached/bound Initial Study – Mitigated Negative Declaration (IS-MND) report.

To enhance the public's access to the IS-MND report, we have posted the full document and appendices on the RTA website (<http://www.slorta.org/about-rta/agency-reports/>), and we will provide notice of the Public Hearing after today's meeting. We will also place paper copies of the IS-MND report at the SLO Library, as well as at the SLOCOG and RTA front desks, for on-site review.

In terms of Public Hearing notification, we will do the following as the meeting date approaches:

1. Provide notice in our "Alerts" tab on our website and on the LCD screens in the fixed route buses beginning in mid-August.
2. Publish a notice in the SLO Tribune not less than ten (10) days prior to the Public Hearing.
3. Provide written notice to all organizations and individuals who have previously requested such notice – including our tenant located on the southwest corner of the proposed site – in early August.
4. Provide written notice by direct mailing to owners of abutting properties in early August.
5. Post a notice at the site that is legible by drivers traveling along Elks Lane in early August.

At the September 6, 2017 Public Hearing, the RTA Board will be asked to consider the comments received on the IS-MND, and to consider certification of the IS-MND. The Board will also be asked to authorize staff to procure design/engineering services in order to move the project forward.

Attached at the end of this Staff Report is a draft letter to the FTA requesting a Categorical Exclusion (CE) for the proposed project under NEPA. In the letter, the RTA is suggesting that the CEQA-related mitigations will also meet the requirements under NEPA and that a CE is an appropriate finding. Staff has already begun discussions with FTA officials requesting preliminary review of the IS-MND as it relates to NEPA. Specifically, we are asking that FTA provide comments to RTA during the same period that the general public and responding agencies can comment on the draft IS-MND. Once an IS-MND is fully-certified and the CE request letter is amended/finalized, the FTA could then quickly provide concurrence that a CE finding is appropriate.

## **Recommendations**

1. Accept the draft IS-MND report and FTA CE request letter;
2. Open the 30-day public input process; and
3. Schedule a public hearing to consider comments received, to consider certification of the IS-MND findings, and to authorize staff to procure design/engineering services.



## List of CEQA Mitigation Measures RTA Maintenance Facility Project

Measure #	Special Environmental Conditions	Responsibility: Contractor, RTA or Both
<b>PRECONSTRUCTION</b>		
CUL-1	<p><b>Archaeologist Testing Program.</b> Prior to project related ground disturbance, an Extended Phase I (XPI) archaeological testing program shall be performed within the project area of potential effect (APE). This study should be conducted by a qualified archaeologist under the direction of a qualified principal investigator and in accordance with CEQA and Section 106. The qualified archaeologist should prepare a testing plan designed to establish the presence or absence and extent of archaeological deposits within the direct APE. An XPI conducted prior to project construction could reduce potential delays caused by unanticipated finds during construction by informing the applicant of what types of resources may exist on the property and where. Should a subsurface resource be found during the XPI, additional studies such as a Phase II investigation may be required to determine if the resource is eligible for the CRHR and/or the NRHP. The results of the XPI will also determine whether additional mitigation such as monitoring will be necessary. XPI testing should be observed by a Native American monitor.</p>	RTA
GEO-1	<p><b>Conduct Geotechnical Investigation and Soil Remediation.</b> Prior to construction activities, a preliminary geotechnical investigation shall be conducted to determine the presence or absence of unstable soils or soils that would become unstable during a seismic event, including the potential for liquefaction at the project site. The geotechnical investigation shall be conducted by trained engineers and shall comply with ASTM approved methodologies. Based on the results of the preliminary geotechnical investigation, unstable soils or soil that would become unstable during a seismic event shall be remediated to ensure that on-site soils would provide adequate structural support for proposed structures. All on-site structures, transportation infrastructure and subgrades shall comply with applicable methods of the California Building Code and all transportation infrastructures shall comply with the most current California Department of Transportation design standards. Soil remediation may be achieved through, for example, structural piers, excavation of unstable soils, importation of clean, engineered fill, compaction of existing on-site soils, improvement of sub-surface drainage, or a combination of methodologies.</p>	RTA

NOI-1	<p><b>Construction Vehicle Travel Route.</b> Construction vehicles and haul trucks shall utilize roadways which avoid residential neighborhoods and sensitive receptors, where possible. The applicant shall submit a proposed construction vehicle and hauling route for City review and approval prior to grading/building permit issuance. The approved construction vehicle and hauling route shall be used for soil hauling trips prior to construction as well as for the duration of construction.</p>	Contractor
NOI-4	<p><b>Planning for &amp; Monitoring of Noise Mitigations:</b></p> <p><u>Neighboring Property Owner Notification and Construction Noise Complaints.</u> The contractor shall inform residents and business operators at properties within 300 feet of the project site of proposed construction timelines and noise complaint procedures to minimize potential annoyance related to construction noise. Proof of mailing the notices shall be provided to the Community Development Department before the City issues a zoning clearance. Signs shall be in place before beginning of and throughout grading and construction activities. Noise-related complaints shall be directed to the City’s Community Development Department.</p> <p><u>Plan Requirements and Timing.</u> Construction plans shall note construction hours, truck routes, and construction Best Management Practices (BMPs) and shall be submitted to the City for approval prior to grading and building permit issuance for each project phase. BMPs shall be identified and described for submittal to the City for review and approval prior to building or grading permit issuance. BMPs shall be adhered to for the duration of the project. The applicant shall provide and post signs stating these restrictions at construction site entries. Signs shall be posted prior to commencement of construction and maintained throughout construction. Schedule and neighboring property owner notification mailing list shall be submitted 10 days prior to initiation of any earth movement. The Community Development department shall confirm that construction noise reduction measures are incorporated in plans prior to approval of grading/building permit issuance.</p> <p>All construction workers shall be briefed at a pre-construction meeting on construction hour limitations and how, why, and where BMP measures are to be implemented. A workday schedule will be adhered to for the duration of construction for all phases.</p> <p><b>Monitoring.</b> City staff shall ensure compliance throughout all construction phases. Building inspectors and permit compliance staff shall periodically inspect the site for compliance with activity schedules and respond to complaints.</p>	Contractor

**DURING CONSTRUCTION**

<p align="center">AQ-1</p>	<p><b>Measures to Reduce Fugitive Dust During Construction.</b> Implementation of the following mitigation measures, as recommended by the San Luis Obispo County APCD, would be required to minimize construction fugitive dust emissions and help ensure that construction emissions remain at a less than significant level.</p> <ul style="list-style-type: none"> <li>• Reduce the amount of the disturbed area where possible;</li> <li>• Water trucks or sprinkler systems shall be used during construction in sufficient quantities to prevent airborne dust from leaving the site. Increased watering frequency shall be required whenever wind speeds exceed 15 mph. Reclaimed (non-potable) water shall be used whenever possible;</li> <li>• All dirt stock pile areas shall be sprayed daily as needed;</li> <li>• Permanent dust control measures identified in the approved project revegetation and landscape plans shall be implemented as soon as possible following completion of any soil disturbing activities;</li> <li>• Exposed ground areas that are planned to be reworked at dates greater than one month after initial grading shall be sown with a fast germinating, non-invasive grass seed and watered until vegetation is established;</li> <li>• All disturbed soil areas not subject to revegetation shall be stabilized using approved chemical soil binders, jute netting, or other methods approved in advance by the SLOAPCD;</li> <li>• All roadways, driveways, sidewalks, etc. to be paved shall be completed as soon as possible after grading unless seeding or soil binders are used;</li> <li>• Vehicle speed for all construction vehicles shall not exceed 15 mph on any unpaved surface at the construction site;</li> <li>• All trucks hauling dirt, sand, soil, or other loose materials are to be covered or shall maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with California Vehicle Code Section 23114;</li> <li>• Install wheel washers where vehicles enter and exit unpaved roads onto streets, or wash off trucks and equipment leaving the site;</li> <li>• Sweep streets at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used where feasible;</li> <li>• All of these fugitive dust mitigation measures shall be shown on grading and building plans; and</li> <li>• The contractor or builder shall designate a person or persons to monitor the fugitive dust emissions and enhance the implementation of the measures as necessary to minimize dust complaints, reduce visible emissions below 20 percent opacity, and to prevent transport of dust offsite. Their duties shall include holidays and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided</li> </ul>	<p align="center">Contractor</p>
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	to the SLOAPCD Compliance Division prior to the start of any grading, earthwork or demolition.	
AQ-2	<p><b>Measures to Reduce Construction Equipment Emissions</b></p> <ul style="list-style-type: none"> <li>• Maintain all construction equipment in proper tune according to the manufacturer’s specifications;</li> <li>• Fuel all off-road and portable diesel powered equipment with ARB certified motor vehicle diesel fuel (non-taxed version suitable for use off-road);</li> <li>• Use diesel construction equipment meeting ARB’s Tier 2 certified engines or cleaner off-road heavy-duty diesel engines, and comply with State Off-road Regulation;</li> <li>• Use on-road heavy-duty trucks that meet the ARB’s 2007 or cleaner certification standard for on-road heavy-duty diesel engines, and comply with State On-Road Regulation;</li> <li>• Construction or trucking companies with fleets that do not have engines in their fleet that meet the engine standards identified in the above two measures (e.g., captive of NOX exempt area fleet) may be eligible by proving alternative compliance;</li> <li>• All on- and off-road diesel equipment shall not idle for more than five minutes. Signs shall be posted in the designated queuing areas and on job sites to remind drivers and operators of the five-minute idling limit;</li> <li>• Diesel idling within 1,000 feet of sensitive receptors is not permitted;</li> <li>• Staging and queuing areas shall not be located within 1,000 feet of sensitive receptors;</li> <li>• Electrify equipment when possible;</li> <li>• Substitute gasoline-powered in place of diesel-powered equipment, where feasible; and</li> <li>• Use alternatively fueled construction equipment on-site where feasible, such as compressed natural gas (CNG, liquefied natural gas (LNG), propane, or biodiesel.</li> </ul>	Contractor
BIO-1	<p><b>Protection of Nesting Birds.</b> To avoid disturbance of nesting and special-status birds, including raptorial species protected by the MBTA and CFGC, activities related to the project, including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (February 15 through September 1), when possible. If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted by a Qualified Biologist no more than one week prior to initiation of ground disturbance and vegetation removal activities to determine the presence/absence of nesting birds within the project site. The California Department of Fish and Wildlife generally considers an appropriate buffer of 100 feet for passerines and 300 feet for raptors. The Qualified Biologist shall perform at least two hours of pre-construction monitoring of the nest to characterize "typical" bird behavior. The Qualified Biologist shall monitor the nesting birds and shall increase the buffer if the Qualified Biologist determines the birds are</p>	Both

	<p>showing signs of unusual or distressed behavior due to project activities. Atypical nesting behaviors that may cause reproductive harm include but are not limited to, defensive flights/vocalizations directed towards project personnel, standing up from a brooding position, and flying away from the nest. The Qualified Biologist shall have authority, through the Resident Engineer, to order the cessation of all project activities if the nesting birds exhibit atypical behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established. To prevent encroachment, the established buffer(s) shall be clearly marked by high visibility material. The established buffer(s) shall remain in effect until the young have fledged or the nest has been abandoned as confirmed by the Qualified Biologist. Any sign of nest abandonment shall be reported to California Department of Fish and Wildlife within 48 hours</p>	
<p>BIO-2</p>	<p><b>Invasive Plant Species.</b> To minimize the spread of invasive plant species during project work, prior to construction all staff and contractors shall receive from a qualified botanist/biologist, invasive plant prevention training. The training shall provide an appropriate identification/instruction guide, a list of target species for the area, and a list of measures for early detection and eradication. Prior to construction, specific areas shall be designated for cleaning of tools, vehicles, equipment, clothing, footwear, and any other gear to be used on site. During construction, before entering and exiting the work site, all tools, equipment, vehicles, clothing, footwear, and other gear shall be thoroughly cleaned to remove soil, seeds, and plant parts. The reproductive parts (seeds, mature flowers, roots and shoots, as well as other parts of species that reproduce vegetatively) shall be removed, stored in sealed containers, transported sealed, and appropriately disposed of at a certified landfill. All disturbed areas that are not converted to hardscape shall be hydro-seeded with a mix of locally native species upon completion of work in the area. In areas where construction is ongoing, hydro-seeding shall occur in those areas where no construction activities have occurred within six weeks of ground disturbance. If exotic species invade the area prior to hydro-seeding, weed removal shall occur in consultation with a qualified botanist/biologist.</p>	<p>Contractor</p>
<p>CUL-2</p>	<p><b>Monitoring by Qualified Archaeologist.</b> A qualified principal investigator, defined as an archaeologist who meets the Secretary of the Interior’s Standards for professional archaeology (36 CFR 61), shall be retained to carry out all mitigation measures related to archaeological and historical resources (hereafter principal investigator). Monitoring shall involve inspection of subsurface construction disturbance at or in the immediate vicinity of known sites, or at locations that may harbor buried resources that were not identified on the site surface.</p>	<p>RTA</p>

CUL-3	<p><b>Unanticipated Discovery of Human Remains.</b> The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the San Luis Obispo County coroner must be notified immediately. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.</p>	Contractor
NOI-2	<p><b>Construction Activity Timing.</b> Except for emergency repair of public service utilities, or where an exception is issued by the Community Development Department, no operation of tools or equipment used in construction, drilling, repair, alteration, or demolition work shall occur daily between the hours of 7:00 PM and 7:00 AM, or any time on Sundays, holidays, or after sunset, such that the sound creates a noise disturbance that exceeds 75 dBA for single family residential, 80 dBA for multi-family residential, and 85 dBA for mixed residential/commercial land uses across a residential or commercial property line.</p>	Contractor
NOI-3	<p><b>Construction Equipment Best Management Practices (BMPs).</b> For all construction activity at the project site, noise attenuation techniques shall be employed to ensure that noise levels are maintained within levels allowed by the City of San Luis Obispo Municipal Code, Title 9, Chapter 9.12 (Noise Control). Such techniques shall include:</p> <ul style="list-style-type: none"> <li>• Sound blankets on noise-generating equipment.</li> <li>• Stationary construction equipment that generates noise levels above 65 dBA at the project boundaries shall be shielded with barriers that meet a sound transmission class (a rating of how well noise barriers attenuate sound) of 25.</li> <li>• All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers.</li> <li>• For stationary equipment, the applicant shall designate equipment areas with appropriate acoustic shielding on building and grading plans. Equipment and shielding shall be installed prior to construction and remain in the designated location throughout construction activities.</li> <li>• Electrical power shall be used to power air compressors and similar power tools.</li> <li>• The movement of construction-related vehicles, with the exception of passenger vehicles, along roadways adjacent to sensitive receptors shall be limited to the hours between 7:00 AM and 7:00 PM, Monday through Saturday. No movement of heavy equipment</li> </ul>	Contractor

	<p>shall occur on Sundays or official holidays (e.g., Thanksgiving, Labor Day).</p> <ul style="list-style-type: none"> <li>• Temporary sound barriers shall be constructed between construction sites and affected uses.</li> </ul>	
TCR-1	<p><b>Native American Monitor.</b> A Native American monitor shall be present during ground disturbing activities due to the area being identified as a culturally sensitive location. The monitor(s) shall be on-site on a full-time basis during earthmoving activities, including grading, trenching, vegetation removal, or other excavation activities.</p>	Both
TCR-2	<p><b>Unanticipated Discovery of Tribal Cultural Resources.</b> In the event that archaeological resources of Native American origin are identified during project construction, a qualified archaeologist will consult with the City to begin Native American consultation procedures.</p>	Both

**POST-CONSTRUCTION / OPERATIONS**

AQ-3	<p><b>Measures to Reduce Operational Idling Emissions.</b> To help reduce the emissions impact from diesel buses and equipment at the proposed facility, RTA will implement the following idling control techniques:</p> <ol style="list-style-type: none"> <li>1. California Diesel Idling Regulations             <ol style="list-style-type: none"> <li>a. On-road diesel vehicles shall comply with Section 2485 of Title 13 of the California Code of Regulations. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:                 <ol style="list-style-type: none"> <li>1. Shall not idle the vehicle’s primary diesel engine for greater than 5-minutes at any location, except as noted in Subsection (d) of the regulation; and</li> <li>2. Shall not operate a diesel-fueled auxiliary power system (APS) to power a heater, air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5.0 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation.</li> </ol> </li> <li>b. Signs must be posted in the designated queuing areas and job sites to remind drivers and operators of the state’s 5-minute idling limit.</li> <li>c. The specific requirements and exceptions in the regulations can be reviewed at the following web sites: <a href="http://arb.ca.gov/msprog/truck-idling/2485.pdf">arb.ca.gov/msprog/truck-idling/2485.pdf</a> and <a href="http://arb.ca.gov/regact/2007/ordiesl07/froal.pdf">arb.ca.gov/regact/2007/ordiesl07/froal.pdf</a>.</li> </ol> </li> <li>2. Diesel Idling Restrictions Near Sensitive Receptors. In addition to the state required diesel idling requirements, the RTA shall comply with these more restrictive requirements to minimize impacts to nearby sensitive receptors:             <ol style="list-style-type: none"> <li>a. Diesel idling within 1,000 feet of sensitive receptors shall not be permitted;</li> <li>b. Use of alternative fueled or electric equipment is recommended as feasible; and Signs that specify the no idling areas must be posted and enforced at the site.</li> </ol> </li> </ol>	RTA
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September 2, 2017

Leslie Rogers, Regional Administrator  
Federal Transit Administration Region 9  
90 7th St., Suite 4-310  
San Francisco, CA 94103-6701

Re: **Request Categorical Exclusion for RTA Maintenance Facility in San Luis Obispo**

Dear Mr. Rogers:

The San Luis Obispo Regional Transit Authority (RTA) is seeking FTA's concurrence that the proposed transit-related improvements in San Luis Obispo for vehicle storage, vehicle maintenance, operations and administration purposes should be considered as a Categorical Exclusion, and that no further/deeper NEPA environmental evaluation be required. In particular, the RTA believes the proposed project should qualify for a Categorical Exclusion under C.F.R. §771.118(c)(9), which states:

*"Assembly or construction of facilities that is consistent with existing land use and zoning requirements (including floodplain regulations) and uses primarily land disturbed for transportation use, such as: buildings and associated structures; bus transfer stations or intermodal centers; busways and streetcar lines or other transit investments within areas of the right-of-way occupied by the physical footprint of the existing facility or otherwise maintained or used for transportation operations; and parking facilities."*

Categorical exclusion means a category of actions which do not individually or cumulatively have a significant effect on the human environment and which have been found to have no such effect in procedures adopted by FTA in implementation of these regulations (40 C.F.R. § 1507.3) and for which, therefore, neither an environmental assessment nor an environmental impact statement is required.

As detailed in the section-by-section analyses below, the RTA's proposed action will not cause:

1. Significant environmental impacts;
2. Substantial controversy on environmental grounds;
3. Significant impact on properties protected by Section 4(f) of the DOT Act or Section 106 of the National Historic Preservation Act; or

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

4. Inconsistencies with any Federal, State, or local law, requirement or administrative determination relating to the environmental aspects of the action.

As detailed in the attached January 7, 2015 *Site Consideration for a RTA Long-Term Garage Facility* staff report, the RTA has determined that the existing transit administration, operations, and maintenance facility in the City of San Luis Obispo will not support expansions in regional transit service and is inadequate to support existing services efficiently. The existing facility does not contain enough bus maintenance bays, sufficient storage space for batteries and tires, or any potential expansion space. The existing facility is also several miles from the downtown San Luis Obispo transit center resulting in increased travel costs and poor customer service. Accordingly, the RTA examined twelve potential sites in southern/southeastern San Luis Obispo for a new facility and screened the sites based on prioritized criteria for the required facility and program. Based on these evaluations, the twelve original sites were narrowed down to four sites that currently possess proper zoning of Public Facility, Manufacturing, or Office. Based on a comparison of the advantages and disadvantages of each of the four sites, the subject parcel was selected as the most appropriate for the proposed project despite its inclusion in a Federal Emergency Management Agency (FEMA) designated 100-year floodplain.

The attached *Initial Study / Mitigated Negative Declaration for RTA Bus Maintenance Facility* report (CEQA Report) was certified by the RTA Board of Directors at its September 6, 2017 meeting. The CEQA Report was prepared to determine potential impacts and compliance with California Environmental Quality Act. The CEQA Report was prepared by Rincon Associates in close coordination with RTA staff and staff from responding/responsible agencies. The CEQA Report was initially presented to the RTA Board of Directors at its July 12, 2017 meeting, wherein staff recommended that the Board open the minimum 30-day public comment period. The RTA Board also authorized me to share the CEQA Report with FTA officials so that an initial FTA review could commence. The RTA Board conducted a Public Hearing at its September 6, 2017 meeting, certified the CEQA Report mitigations, and approved staff's recommendation to pursue further steps to implement the project. Finally, the RTA Board authorized me to submit this Categorical Exclusion request letter to FTA Region 9 officials at its September 6, 2017 meeting.

RTA is herein asking that FTA staff formally review the CEQA Report and the information in this letter as it relates more directly to National Environmental Protection Act requirements, and that a Categorical Exclusion finding be made.

#### Section 1: Project Description, and Purpose and Need

As noted in the "Project Overview" section of the CEQA Report, the project would involve the construction of an approximately 45,000 square-foot, two-story combined administration headquarters and bus maintenance building on the eastern portion of the approximately 6.5 acre project site. The bus operations and maintenance functions would be located on the first floor of the proposed development, and would also include large- and small-parts storage, and

clean-room workspace (for high-tech components servicing). The administration headquarters would be located on the second floor of the proposed development and would be used for offices, a conference room, and employee restrooms, showers, and lockers. The remainder of the project site would be developed for outdoor circulation, storage, servicing, and inspection. A 0.2 acre drainage basin is also planned for inclusion in the north-west parking lot. The proposed on-site parking would accommodate approximately 67 public transit buses and vans as well as 120 employee and visitor vehicles, respectively, for a total of 187 on-site parking spaces. In total the developed area proposed for the project is approximately 4.2 acres. The remaining acreage (approximately 2.3 acres) is anticipated to be used for the future Prado Road overpass and Elks Lane re-alignment. Construction of the project would require development of the proposed buildings to withstand a 100-year flood level event. Figure 3 in the CEQA report provides the site plan for the proposed project.

### Section 2: Location of Project

The project site is located at 253 Elks Lane in San Luis Obispo, which is also referred to as Assessor Parcel Number 053-041-071. It is bordered by US-101 to the west, a drive-in theater to the north, the Homeless Services Center (currently under construction) to the east, and the City of San Luis Obispo Corporation Yard to the south. It should be noted that the local fixed route provider (SLO Transit) would be conveniently located across Prado Road in the City's Corporation Yard. The northbound US-101 Prado Road off- and on-ramp are located at the southwest corner of the project site.

Figures 1 and 2 in the attached CEQA Report provide the location of the proposed project site.

### Section 3: Metropolitan Planning and Air Quality Conformity

The proposed project is consistent with the 2014 San Luis Obispo Council of Governments *Regional Transportation Plan* (RTP). The RTP is a comprehensive plan guiding transportation policy for the region and makes recommendations concerning improvements to the existing transportation network of highways, transit, air, water, rail and bicycling. Securing a location for the RTA Maintenance Facility project is seen as fulfilling several of the strategies for satisfying multiple recommendations in the RTP, including:

1. Support the incorporation of projects that enable access by transit, bicycling and walking. It is especially helpful for persons seeking services at the adjacent Homeless Services Center.
2. Support the implementation of programs and projects that enhance multimodal transportation choices, limit automobile oriented development and promote pedestrian scale communities.

3. Work with Caltrans, local jurisdictions and transportation providers to develop transportation facilities and amenities that fit within the unique character of the community.

The location of the proposed project is within the jurisdiction of the San Luis Obispo County Air Pollution Control District (APCD). It would not be located in or directly adjacent to a Federal air quality non-attainment area. However, the air district currently exceeds the State standards of ozone and fine particulate matter. The APCD's 2001 *Clean Air Plan* (CAP) and its amendments identify emission control measures addressing the attainment and maintenance of State and Federal ambient air quality standards. The proposed project would not result in any inconsistencies with the adopted CAP, would not result in significant air quality impacts, and would not result in additional carbon monoxide generation.

The CAP includes land use management strategies to guide decision makers on land use approaches that result in improved air quality. Implementation of the proposed project is not anticipated to conflict with the CAP because the project is limited to relocation of an existing bus maintenance facility site. Proposed improvements would not increase population predictions estimated in the CAP for the city of San Luis Obispo. Construction of the proposed project would temporarily increase the number of vehicle trips for the duration of the proposed construction phase (likely 12 to 18 months). Operation of the proposed project would require no additional RTA employees in comparison to employee activities at the current site located approximately 2.2 miles to the south of the proposed project site. The project is located within a small urbanized area, and would address existing demands for public transit services in San Luis Obispo County. Due to the nature of the project, the proposed land use of the site would not change or require transportation control measures.

Therefore, the Metropolitan Planning and Air Quality Conformity impacts are expected to be less than significant.

#### Section 4: Carbon Monoxide, PM2.5 and PM10 Hot Spots

Implementation of the project would not result in serious traffic impacts. Furthermore, the proposed project is not located in a Federal non-attainment area or maintenance area for carbon monoxide, PM2.5 or PM10. Although the proposed project would be located in a district that exceeds State standards of ozone and particulate matter, it would be consistent with the APCD's Transportation Control Measures T-2A Local Transit System Improvements and T-2B Regional Public Transit Improvements found in the CAP. Specifically, such local and regional transit improvements are anticipated to reduce emissions, vehicle miles traveled, and average daily trips – all of which help to reduce vehicle emissions in the region.

#### Section 5: Land Use and Zoning

The proposed project would be in keeping with existing City of San Luis Obispo land use and zoning requirements, and would use land already disturbed for transportation or similar uses. The proposed property is appropriately zoned for Office with a Planned Development overlay (O-PD) uses, and it is surrounded by other public uses to the east (US Highway 101). To the south is the City of San Luis Obispo Corporation Yard and the northbound US-101 on- and off-ramps. To the north is the Sunset Drive-In Theater, and the east is the quasi-public Homeless Services Center. The proposed project site is also located in the San Luis Obispo County Regional Airport Land Use Plan safety zone S-1b, which has been substituted by City overrule for the requirements of the Airport Overlay Zone which are outlined in Chapter 17.57 of the City's Zoning Regulations (Zoning Regulations Section 17.22.010.B). The implementation of the project would be compatible with surrounding land uses.

#### Section 6: Traffic and Parking Impacts

As presented in *Appendix F: Traffic Impact Study* of the CEQA Report, the proposed project would not seriously impact traffic patterns in and around the City of San Luis Obispo. RTA provided hour-by-hour employee arrival-departure data, as well as hour-by-hour bus departure-arrivals data, to public works and planning staff at the City of San Luis Obispo. Neither department identified these vehicle movements as needing further review. No private vehicle parking would be eliminated as a result of the project.

#### Section 7: Cultural Resource Impacts

As identified in *Appendix C: Phase I Cultural Resources Survey* of the CEQA Report, the proposed project would not have adverse impact on any known cultural, historic or archeological resources. In addition, RTA has identified three Mitigations that would be undertaken both before and during construction to protect resources and to thus ensure impacts are less than significant.

#### Section 8: Noise and Vibration Impacts

As identified in *Appendix E: Noise Measurement Information* of the CEQA Report, by implementing the four noise-related mitigations the proposed project would not have significant impacts on any noise or vibration sensitive land uses or other sensitive receptors.

#### Section 9: Acquisitions & Relocations

No new land acquisitions would be required to implement the project. The proposed property was purchased jointly by RTA and Community Action Partnership of San Luis Obispo (CAPSLO) in 2014 using non-Federal funds. As soon as the purchase was completed, a public lot split was filed with the County of San Luis Obispo so that CAPSLO could undertake its Homeless Services Center project and RTA could begin the environmental review process for the potential future Bus Maintenance Facility project. As part of the lot split, RTA assumed the existing month-to-month lease agreement with the U-Haul dealer that was/is located on the southwest corner of

the project site. If the project is ultimately implemented at the proposed site, then RTA would follow the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970* to ensure that local the U-Haul business owner will be treated fairly and equitably, and will receive assistance in moving from the property he currently leases.

#### Section 10: Hazardous Materials

Prior to purchasing the property in 2014, RTA hired Earth Systems Pacific to conduct investigations on the historical use of the property, and to conduct on-site evaluations – including site boring in areas where underground storage tanks formerly existed. As detailed in the April 17, 2014 soil sampling and analysis report the underground storage tanks were appropriately removed following closure of the gas station in the late 1980s, and the remedial excavation related to the USTs in was completed in 1991. The former gas station has since been used as a leased U-Haul dealer location. No hazardous materials were discovered during these investigations. The attached CEQA Report provides details on mitigations that the RTA agrees to implement in order to avoid any potential impacts to nearby areas through appropriate design and storm water system maintenance procedures.

#### Section 11: Community Disruption and Environmental Justice Analysis

Based on how the State of California defines disadvantaged communities, none are located within or adjacent to the proposed project site. The proposed project would not divide the community or affect the community character. In fact, implementation of the proposed project would include City of San Luis Obispo-required landscape improvements and other amenities, which would foster implementation of City goals.

#### Section 12: Use of Section 4(f) Resources

*Appendix B: Natural Environment Study* of the CEQA Report presents findings about potential impacts of the proposed project to the natural environment. The biological study area (BSA) comprised the 6.5-acre project site. Biological field surveys, including reconnaissance-level wildlife and aquatic resources inventories and a full floristic botanical survey within the BSA, were conducted on October 26, 2016. The BSA contains a small U-Haul facility which includes a building and parking lot. The remainder of the BSA is vacant with scattered vegetated areas consisting predominantly of introduced species of grasses, herbs and sub shrubs. One high-voltage electric power transmission tower is located near the center of the site.

Section 4(f) of the Department of Transportation Act of 1966 prohibits FTA and other USDOT agencies from approving the use of land from a publicly owned park, recreation area, or wildlife and waterfowl refuge, or any significant historic site, unless:

1. There is no feasible and prudent alternative to using the property, and

2. The proposed action includes all possible planning to minimize harm to the property resulting from such use.

As detailed in the CEQA Report, the proposed site is not a 4(f) property.

### Section 13: Impacts on Wetlands

As detailed in *Appendix B: Natural Environment Study* of the CEQA Report, there are no wetlands or aquatic features within or directly adjacent to the proposed project site.

### Section 14: Floodplain Impacts

As noted above, the RTA selected the site based on a comparison of the advantages and disadvantages of each of the sites that were analyzed. The proposed project site was selected as the most appropriate despite its inclusion in a Federal Emergency Management Agency (FEMA) designated 100-year floodplain. Construction of the project would require development of the proposed buildings to withstand a 100-year flood level event, as well as the need for imported fill to elevate the proposed maintenance facility building pad above the floodplain. *Appendix D: Preliminary and Supplemental Floodplain Analyses* in the CEQA Report details our investigations into floodplain issues, including extensive discussions with City of San Luis Obispo public works officials to determine possible design features to avoid impacts. These analyses provided the basis for all findings that the proposed project would not be impacted significantly by the floodplain zone, nor would implementation of the proposed project have any significant impacts on the floodplain zone.

### Section 15: Impacts on Local Water Quality, Wild and Scenic Rivers, Navigable Waterways, and Coastal Zones

The proposed project site is not located within a designated Wild and Scenic River area, nor is it located near Navigable Waterways, in a Coastal Zone or near a Sole Source Aquifer. As detailed in *Appendix D: Preliminary and Supplemental Floodplain Analyses* of the CEQA Report, storm water drainage at the proposed site generally flows from northeast to southwest. As the attached CEQA Report stipulates the need for design elements to meet applicable storm water performance requirements, RTA would include those elements in the site improvement construction activities as part of the project. In particular, post construction water quality site design features would be implemented to treat water quality and provide runoff retention.

Construction and implementation of the project would not substantially alter the existing drainage pattern of the site, result in a significant increase in the rate or amount of surface runoff, or result in flooding exceeding existing conditions during rainfall.

Implementation of existing regulations, including a Storm Water Pollution Prevention Plan (including Best Management Practices, or BMPs) exclusively for RTA's operations would

mitigate the potential for adverse effects. Therefore, based on the location and design of the proposed project, impacts are expected to be less than significant.

#### Section 16: Impacts on Ecologically-Sensitive Areas and Endangered Species

As described in *Appendix B: Natural Environmental Study* of the CEQA Report, the proposed project site is not considered a natural habitat and is not considered suitable for special-status plants or animals. Due to the existing level of disturbance, project impacts to this area are not expected to be significant.

#### Section 17: Impacts on Safety and Security

The project site is served by the San Luis Obispo Fire Department. The nearest fire station is located approximately 5 minutes (1.7 miles) from the project site at 2160 Santa Barbara Avenue in San Luis Obispo. Access to the project site would be from Prado Road, northbound US-101 and from Elks Lane. The proposed project would not impose a significant demand for fire protection services.

The project site is also served by the City of San Luis Obispo Police Department. The Police Department is located approximately 7 minutes (2.9 miles) from the project site at 1042 Walnut Street in San Luis Obispo. Access to the project site would be from Prado Road, northbound US-101 and from Elks Lane. Bus storage operations do not typically have a high demand for police protection. The project would be fully fenced, include security cameras, and use sliding gates that would be locked every evening to protect RTA assets.

Overall, no new public safety facilities or additional personnel would be required due to implementation of the project at the proposed site. Anticipated impacts are considered less than significant and no mitigation is required.

#### Section 18: Impacts Caused by Construction

Construction activities are not anticipated to cause significant impacts, although RTA would implement the standard City of San Luis Obispo construction-related mitigations identified in the CEQA Report.

RTA would also adhere to APCD requirements to reduce emissions during construction, as detailed in the CEQA Report. These mitigation measures would be shown on all applicable construction plans, and include a variety of requirements related to construction equipment, diesel idling restrictions for construction phases, asbestos abatement (naturally occurring and materials in demolition), and fugitive dust reduction. With proper implementation of these mitigation measures, the estimated emissions associated with construction of the proposed project would be below established APCD thresholds and would ensure that potential impacts to sensitive receptors would be less than significant during construction of the project.



## Section 19: Permits/Variations/Commitments Required

Since RTA is a superior agency to the City of San Luis Obispo, a construction permit would not be required. However, to demonstrate our desire to maintain good relations, RTA would obtain a City of San Luis Obispo building permit, although no zoning variances would be required. The City of San Luis Obispo would also require RTA to develop and manage its own Storm Water Pollution Prevention Plan. No other commitments are required.

## Projected Costs for Implementation

The attached January 7, 2015 Site Consideration for a RTA Long-Term Garage Facility staff report (which is also referenced in the CEQA Report) provides a construction cost estimate of approximately \$9,774,330, which includes costs associated with office furnishings and maintenance infrastructure. However, that estimate does not include design/engineering, permitting or environmental review costs. It should be noted that RTA currently pays annual rental costs of approximately \$400,000 to a private company that would no longer be necessary when the new maintenance facility is completed. RTA herein asserts that it will have sufficient funds to implement the project, as well as on-going funds to operate the facility into the future.

## Conclusions and Affirmations

In submitting this *RTA Maintenance Facility* Categorical Exclusion request to the FTA, the RTA affirms that it has reviewed and supports the information presented documenting the proposed action as meeting the criteria for a Categorical Exclusion in accordance with 23 CFR Part 771.118 (c)(9). Following independent review and verification by FTA, the RTA requests that we be notified of the acceptability of its submission so that we can move forward with final design and engineering of the site.

A copy of this letter and the referenced reports will be attached to FTA Grant CA-90-Z272 in TrAMS. Feel free to call me at (805) 781-4465 with any questions or comments.

Sincerely,

Geoff Straw  
RTA Executive Director

cc: Catherine Lu, FTA Region 9

### Attachments:

1. January 7, 2015 RTA Staff Report, *Site Consideration for a RTA Long-Term Garage Facility*
2. *Draft Initial Study / Mitigated Negative Declaration for RTA Bus Maintenance Facility* report

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:** B-2

**TOPIC:** Authorize Procurement of Paso Robles Bus Parking Yard Construction Services

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize the RTA Executive Director to solicit bids for construction services and to award the contract to the lowest-cost responsible bidder

**BACKGROUND/DISCUSSION**

At its September 14, 2016 meeting, the RTA Board of Directors certified the Initial Study - Mitigated Negative Declaration (IS-MND) finding for the Paso Robles Bus Parking Yard project and directed staff to procure design and engineering services. The Board authorized a contract with the Wallace Group for those services at its November 2, 2016 meeting, and the 90% design and engineering documents were delivered to staff on June 8, 2017. Final comments from RTA, San Luis Obispo County and City of Paso Robles officials are currently being considered, and it is anticipated that the final procurement documents will be ready for advertising in mid-July.

The estimated construction cost is within the budgetary limits discussed at previous Board meetings, and the design includes all of the mitigations identified in the IS-MND document. Staff worked closely with County staff to develop the procurement documents, which are based on established standards and procedures. RTA staff will use the same solicitation methods used by the County, and will rely upon the existing Wallace Group contract to carry out Resident Engineer services.

Staff is seeking authorization to solicit bids and – presuming the bids come in at or below the Engineer’s Estimate (90% design estimate is \$855,000) – to execute a contract with the lowest-cost responsive bidder. If the bids come in at an amount higher than the final Engineer’s Estimate, staff will seek direction from the Board at its September 6, 2017 meeting.

**Staff Recommendation**

Authorize the RTA Executive Director to solicit bids for construction and to award the contract to the lowest-cost responsible bidder.



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:**

**B-3**

**TOPIC:**

**Public Participation Plan for Proposed Changes to RTA Fare Program**

**PRESENTED BY:**

**Geoff Straw, Executive Director**

**STAFF RECOMMENDATIONS:**

1. **Authorize the Executive Director to conduct public workshops and make public presentations to each jurisdiction's legislative body on the proposed fare increase in order to incorporate the projected revenue in the FY17-18 Operating Program; and**
2. **Amend the *RTA Procedures for Public Comment Regarding Fare or Service Changes* document**
3. **Schedule a Public Hearing on November 1, 2017 to consider public input on the proposed new fare program.**
4. **Alternative: Schedule a Public Hearing on September 6, 2017 to consider commitment of SB-1 funds to delay the proposed fare increase, and to identify a potential future triggers that would require consideration of a fare program change.**

**BACKGROUND/DISCUSSION:**

Staff is asking the RTA Board of Directors to consider a fare increase because of recent declines in state support for our operations, as well as local voters' rejection of Measure J, while at the same time our operating costs have been increasing in recent years.

When the RTA Board adopted the FY17-18 annual budget at its May 2017 meeting, State Transit Assistance (STA) funding projections were anticipated to be down by 20%, while Local Transportation Fund (LTF) revenues were projected to be flat. The Measure J spending plan adopted by the SLOCOG Board included a program to "buy down" RTA fares, which could have staved off most or all of the proposed fare increase. Although staff has done a good job of containing costs, certain line-items (such as employee health insurance, union negotiated wages, vehicle maintenance costs, and liability insurance) have increased greater than the rate of inflation over the past several years.

Due to these flat or declining public transportation revenues at the local, State and Federal level, RTA FY17-18 budget assumed a net increase of 5% in annual fare revenues. To meet this requirement, staff is recommending that the Board consider a fare program change at its November 1, 2017 meeting; the fare changes would be implemented on or about December 31, 2017.

An alternative method of funding the shortfall assumed in the FY-17-18 budget – use of recently enacted Senate Bill 1 (SB-1) funds to “buy-down” fare levels – is discussed at the end of this Staff Report.

Fixed Route Fare Program Increases

The last RTA fixed route cash fare increase was implemented in August 2010, when the base fare increased from \$1.25 to \$1.50. Multi-ride pass prices were subsequently increased in 2013. According to the U.S. Bureau of Labor Statistics, the Consumer Price Index shows that overall costs increased 12.9% in the region between August 2010 and May 2017.

The fare table below presents the proposed fare increases by fare category in comparison to the current fare. In all cases, staff attempted to minimize the proportional increase for the various multi-ride fare instruments, while the cash fare increases are relatively larger. This is common in the transit industry, since the multi-ride instruments provide great value to passengers on per-trip basis, while transit agencies seek to increase the use of passes because they speed the boarding process and provide stability in fare revenue receipts. It is also common to implement single-coin increases for base cash fares (i.e., from \$1.50 to \$1.75 for a single-zone fare rather than a straight percentage), although this also results in increasing compression for each additional zone fare. The discounted cash fares for seniors, youth and disabled riders would continue to be half-the general public fare, rounded to the nearest lower single-coin increase level.

<b>Fare/Pass</b>	<b>Current Fare</b>	<b>New Fare</b>
Fixed Route Cash Fare (based on zones crossed on each route)	\$1.50 to \$3.00	\$1.75 to \$3.25
Fixed Route Cash Fare Discounted (based on zones cross on each route)	\$0.75 to \$1.50	\$0.85 to \$1.60
Regional Day Pass	\$5.00	\$5.50
RTA-Only 31-Day Pass	\$44.00	\$47.00
RTA-Only 7-Day Pass	\$14.00	\$16.00

RTA-Only 31-Day Pass Discounted	\$22.00	\$23.50
Regional 31-Day Pass	\$64.00	\$68.00
Regional 31-Day Pass Discounted	\$32.00	\$34.00
Runabout ADA Cash Fare	\$3.00 to \$10.00	\$3.00 to \$11.00

As demonstrated in the fare elasticity table on page B-3-7, ridership typically declines when fares are increased. As briefly discussed above and presented in more detail in the table, each fare category would be increased between 4.0% and 16.7%. Using standard transit fare elasticity analyses for each fare category provides an estimated 19,440 reduction (3% of total) in annualized passenger-boardings, while the proposed new fare program would generate an additional \$65,690 in revenue. The projected net fare increase would be 6.4% or \$65,610, assuming the essentially same base ridership level recorded over the past 12 months.

#### Runabout Fare Program Increases

As required under the Americans with Disabilities Act, complementary ADA paratransit (Runabout) fares cannot exceed twice the cash fare for the same fixed-route trip. At its November 2014 meeting, the RTA Board adopted a new Runabout fare program that normalized this twice-the-fixed-route-cash-fare scenario, while also capping the maximum one-way fare at twice the Regional Day Pass price, or  $2 \times \$5.00 = \$10.00$ . That new Runabout fare policy was implemented in February 2015. Staff recommends that this same mechanism be used: the Runabout fare would be set at twice the fixed-route fare, with a new cap of  $2 \times \$5.50 = \$11.00$ . It should be noted that the single-zone fare within the SoCo Transit and SLO Transit service areas would remain at \$3.00, since the fixed route base cash fare would remain \$1.50.

#### Establishment of Runabout Premium-Service Fares

The ADA permits agencies to set fares for “premium” services – those that go beyond the complementary ADA paratransit service requirements – at a usual and customary rate. An example of premium service provided by Runabout is the service provided to Tri-Counties Regional Center clients. RTA currently provides subscription (sometimes called “standing order”) service to clients on Runabout vans, and we bill the TCRC broker monthly. Staff negotiated a new rate with TCRC’s broker for this premium service equating to the average per-passenger price for service provided by Ride-On Transportation for their “fixed-route, group-ride” service in the previous fiscal year. In FY16-17, Ride-On’s average price charged to TCRC’s broker was \$\*\* per passenger-trip, and that same rate should be considered by the RTA Board as our premium-service rate on Runabout.

## Amend Public Outreach Policy for Fare and Service Changes

The *RTA Procedures for Public Comments Regarding Fare and Services Changes* policy was adopted on September 8, 2010. Staff is recommending that the policy document be revised as presented on pages B-3-8 through B-3-10 to reflect recent changes to FTA policy. In addition, the revised procedures are updated to reflect new state of the art outreach elements available to the RTA after we implemented the Intelligent Transportation System in 2016.

## Public Outreach Plan for Proposed Fare Program Changes

To meet the base requirements of the new Public Comments policy and – more importantly – to ensure that robust public engagement process considers the public’s ideas and concerns, below is a list of outreach efforts that staff will conduct over the next several months.

- Staff will hold public workshops in late September around the county (San Luis Obispo, Atascadero, Arroyo Grande and Morro Bay) to present the proposed fare changes and seek comments.
- In Late August-September, staff will conduct an online survey. We will promote this survey thorough on-bus LCD screens, the RTA website, social media, and through SLOCOG’s stakeholder contacts.
- We will seek call-in, SMS text and email comments using printed tear-away brochures for bus riders. These brochures will be placed on all RTA buses.
- Senior staff will make presentations to each City Council and the Board of Supervisors in September. Most of these meetings also repeat on local-access television channels.
- We will invite affected groups to provide input and to attend the November 1<sup>st</sup> Public Hearing. Affected groups include Social Services, school district offices, senior centers and Chambers of Commerce.
- We will send a letter to each Runabout rider 2<sup>nd</sup> week of October explaining the proposed fare changes and to remind Runabout registrants about the November 1<sup>st</sup> Public Hearing.

Staff will present the proposed new fare program, along with a summary of feedback received during the public outreach effort, to the Regional Transit Advisory Committee at its October 18, 2017 meeting. The RTAC’s recommendation will then be shared as part of a Public Hearing conducted at the November 1, 2017 RTA Board meeting.

If adopted, the new fixed route and Runabout fare programs would be implemented on Sunday December 31, 2017.



## Alternative to Fixed Route and Base Runabout Fare Changes; Use of SB-1 Funds

An alternative to the proposed fare increase would be to dedicate newly-enacted SB-1 funds to “backfill” the net 5% fare revenues discussed above. Transit-related SB-1 funds will be allocated within our county in the same manner as “traditional” STA funds: a relatively small portion directly to each transit operator, and the majority to SLOCOG to be allocated on a discretionary basis. One challenge is that regulations on the use of STA funds for operating purposes is limited to that proportion of total operating costs in the previous fiscal year that did not exceed inflation.

Because many of RTA’s costs have historically increased faster than the rate of inflation, the proportion of STA that could be used for operations will likely decline over time. Nonetheless, the RTA Board could take action to endorse the use of new SB-1 funds allocated to RTA for fare “buy-down” purposes. It would also be necessary for the SLOCOG Board to dedicate a proportion of the Regional STA allocation as a buy-down of RTA fare revenues. However, it would be important for both the RTA and SLOCOG Boards to quickly make these financial commitments so that the RTA Budget can be appropriately amended. It is anticipated that collection of new SB-1 funds would begin on November 1, 2017, and that these new revenues would be available in March or April 2018. For these reasons, the RTA Board could direct staff to schedule a Public Hearing at its September 6, 2017 meeting to consider dedication of new SB-1 funds to buy-down fares in lieu of the proposed fare increase. Staff could also ask that the SLOCOG Board also schedule a Public Hearing to consider dedication of transit-related discretionary SB-1 funds to make up the remaining shortfall.

In the meantime, staff could develop “triggers” that would necessitate consideration of fare increases. For example, if the RTA’s farebox recovery ratio begins to decline or if there is a drastic cut in FTA funding, the RTA Board may need to consider anew possible fare program changes. These triggers would be presented to the RTA Executive Committee at its August 9, 2017 meeting and for full Board consideration at its September 6 meeting.

### **Staff Recommendations**

1. Authorize the Executive Director to conduct public workshops and make public presentations to each jurisdiction’s legislative body on the proposed fare increase in order to incorporate the projected revenue in the FY17-18 Operating Program; and
2. Amend the *RTA Procedures for Public Comment Regarding Fare or Service Changes* document.
3. Schedule a Public Hearing on November 1, 2017 to consider the public input on the proposed new fare program.

4. **Alternative**: Schedule a Public Hearing on September 6, 2017 to consider commitment of SB-1 funds to delay the proposed fare increase, and to identify potential future triggers that would require reconsideration of a fare program change.

## RTA & Paso Express Elasticity Analysis

Estimates for Calendar Year 2018

Old Ridership	652,720	
Ridership with new Fares	633,280	
<b>Net Ridership Impact</b>	<b>(19,440)</b>	-3.0%
Old Fare Revenue	\$1,027,150	
New Fare Revenue	\$1,092,760	
<b>Net Fare Impact</b>	<b>\$65,610</b>	6.4%

Base Cash Fare Increase - General Public					
Elasticity Estimate	Base Fare	Base + 1 Zone	Base + 2 Zones	Base + 3 Zones	
Existing Fare	\$1.50	\$2.00	\$2.50	\$3.00	
Future Fare	\$1.75	\$2.25	\$2.75	\$3.25	
Elasticity Measure	-0.30	-0.30	-0.30	-0.30	
Existing GFI Ridership	59,557	74,626	16,124	7,771	
Future Ridership	56,870	72,040	15,670	7,590	<b>Net Impacts</b>
Change in Ridership	(2,690)	(2,590)	(450)	(180)	<b>(5,910)</b>
Percent Change	-4.5%	-3.5%	-2.8%	-2.3%	<b>-3.9%</b>
					New Rev
					<b>\$329,370</b>
					Old Rev
					<b>\$302,210</b>
					Diff Rev.
					<b>\$27,160</b>

Percentage Increases:

Base Fare	16.7%
Base +1	12.5%
Base +2	10.0%
Base +3	8.3%

Base Cash Fare Increase - Senior/Disabled/Student					
Elasticity Estimate	Base Fare	Base + 1 Zone	Base + 2 Zones	Base + 3 Zones	
Existing Fare	\$0.75	\$1.00	\$1.25	\$1.50	
Future Fare	\$0.85	\$1.10	\$1.30	\$1.60	
Elasticity Measure	-0.40	-0.40	-0.40	-0.40	
Existing GFI Ridership	60,902	48,638	13,682	5,566	
Future Ridership	57,930	46,820	13,470	5,420	<b>Net Impacts</b>
Change in Ridership	(2,970)	(1,820)	(212)	(146)	<b>(5,148)</b>
Percent Change	-4.9%	-3.7%	-1.5%	-2.6%	<b>-4.2%</b>
					New Rev
					<b>\$126,930</b>
					Old Rev
					<b>\$119,770</b>
					Diff Rev.
					<b>\$7,160</b>

Percentage Increases:

Base Fare	13.3%
Base +1	10.0%
Base +2	4.0%
Base +3	6.7%

Day Pass Price Increases			
Elasticity Estimate	1-Day	7-Day	
Existing Price	\$5.00	\$14.00	
Future Price	\$5.50	\$16.00	
Elasticity Measure	-0.30	-0.30	<b>Net Impacts</b>
Existing # Passes Sold	38,867	475	<b>39,342</b>
Future # Passes Sold	37,770	456	<b>38,226</b>
Change in Passes Sold	(1,100)	(19)	<b>(1,119)</b>
GFI # Boardings	65,500	2,000	
Avg # Rides/Pass	1.7	4.2	
Change in Ridership	(1,850)	(80)	<b>(1,930)</b>
Percent Ridership Change	-2.8%	-4.0%	<b>-2.9%</b>
			New Rev
			<b>\$215,030</b>
			Old Rev
			<b>\$200,990</b>
			Diff Rev.
			<b>\$14,040</b>

Percentage Increases:

Day Pass	10.0%
7-Day Pass	14.3%

31-Day Pass Price Increases					
Elasticity Estimate	Regular RTA	Disc. RTA	Regular Reg'l	Disc. Reg'l	
Existing Price	\$44.00	\$22.00	\$64.00	\$32.00	
Future Price	\$47.00	\$23.50	\$68.00	\$34.00	
Elasticity Measure	-0.30	-0.40	-0.30	-0.40	<b>Net Impacts</b>
Existing # Passes Sold	2,576	1,908	2,292	3,193	<b>9,969</b>
Future # Passes Sold	2,526	1,858	2,251	3,117	<b>9,752</b>
Change in Passes Sold	(50)	(50)	(41)	(76)	<b>(217)</b>
GFI # Boardings	120,907	60,864	44,207	72,376	<b>298,354</b>
Avg # Rides/Pass	46.9	31.9	19.3	22.7	<b>30</b>
Change in Ridership	(2,350)	(1,590)	(790)	(1,720)	<b>(6,450)</b>
Percent Ridership Change	-1.9%	-2.6%	-1.8%	-2.4%	<b>-2.2%</b>
					New Rev
					<b>\$421,430</b>
					Old Rev
					<b>\$404,180</b>
					Diff Rev.
					<b>\$17,250</b>

Percentage Increases:

Regular RTA	6.8%
Disc. RTA	6.8%
Regular Reg'l	6.3%
Disc. Reg'l	6.3%

## **San Luis Obispo Regional Transit Authority (RTA)** **Policy and Procedures for Public Comment Regarding Fare or Service Changes ~~to RTA~~**

Effective ~~September 8, 2010~~ July 12, 2017, the RTA hereby ~~establishes~~ amends its existing procedures through which public input shall be obtained regarding transit fare or service changes. These procedures comply with Federal Transit Administration (FTA) regulations for federally supported transit projects. The RTA transit system is supported in part through funds available through the FTA.

In evaluating possible service or fare changes, the RTA will follow its adopted Title VI Plan to ensure that no person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin. To ensure equity in services provided, the RTA will solicit input on possible changes through a variety of methods discussed below, and any decision to implement major service changes and/or change fares will be deliberated in a public setting.

The RTA requires solicitation of public comment for the following ~~service~~ changes:

**Fare Changes:** Any fare increase or decrease is considered a major change and requires solicitation of public comment.

**Fixed Route Service Changes:** A change in fixed route transit service is considered a major change if any of the following pertain to the change:

Service Restructuring, Realignment, Expansion, and Reduction: Significant expansion, restructuring, reduction or realignment of service would include changes to routes that affect at least 25% of the existing route mileage or the number of bus stops on any route, or relocation or elimination of the existing timed transfer points. ~~Stop elimination~~ Changes to or elimination of fewer than 25% of bus stops on any single fixed route is not considered a major service reduction. A major service reduction ~~“Major Service reduction”~~ is defined as an *increase* (emphasis added) in service headways, decrease in operating hours or span of service, reduction in service days, or significant restructuring or realignment of service.

**ADA Paratransit (Runabout) Service Changes:** A change in Runabout service is considered a major change if any of the following pertain to the change:

Service Reduction: ~~Major SA major~~ service reduction is defined as a 25% or greater reduction in daily span of service (operating hours), reduction in days on which service is available or reduction in the area served by Runabout.

Service Availability: A major change in service availability is defined as the introduction of revised eligibility criteria for access to the service or introduction of significant changes in procedures for service participation (e.g., introduction of ~~an~~ a significantly altered application process).

In all cases defined above, the RTA shall adhere to the following procedures:

#### Town Hall Public Meetings

- Schedule “town hall” meetings to solicit public comment at convenient public locations across the county, depending upon which area(s) would be impacted. The following steps would be undertaken by RTA staff members:
  - Publish an advertisement in a newspaper or print addition with general local distribution (SLO Tribune, New Times or Tolosa Press) announcing the public meetings no less than five (5) days prior to the date of the first scheduled town hall meeting.
  - Post announcements of any the public meetings and the public hearing in all RTA fixed route and Runabout vehicles at least five (5) days prior to the date of the first scheduled town hall meeting.
  - Post announcements in both English and Spanish.
  - Mail service change announcements and public meeting notices to specific groups including but not limited to: Department of Social Services, school district offices, senior centers, groups representing limited English proficiency persons, groups representing low-income persons, Chambers of Commerce, and Runabout riders (if impacted).

#### Public Hearing

- ~~Schedule-Conduct~~ a public hearing by the RTA Board of Directors.
  - ~~Publish~~ an advertisement in a newspaper or print addition with general local distribution (SLO Tribune, New Times or Tolosa Press) announcing the public meeting-hearing no less than five (5) days prior to the date of the meeting-hearing.
  - ~~Post~~ announcements of the public hearing in all RTA fixed route and Runabout vehicles at least five (5) days prior to the date of the

meeting/hearing. Where possible, use on-bus and/or bus stop electronic devices to convey messages.

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#### Collection and Reporting of Comments

- Receive and document comments via telephone, email, SMS text, US mail, or online survey, fax and/or delivered in person.
- Report in summary format all information received in the public comment process to the RTA Board of Directors as part of the public hearing process.

Revision date: 7/12/2017  
(previous policy adopted 08/4/2010)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:** B-4

**TOPIC:** Strategic Business Plan Update

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Direct staff to bring recommended changes to the January 2018 meeting

**BACKGROUND/DISCUSSION:**

In October 2008, the RTA Board, RTA staff, SLOCOG staff and members of the general public met in a day-long workshop to craft the elements of the first RTA Strategic Plan. The result of this workshop was a draft outline that contained the major sections and components of the plan. During the development of the FY09-10 Operating and Capital Program, staff developed the four key sections of the plan and this was approved by the Board during the budget process. The major components of the plan are the RTA Vision, Vision Elements, Mission of the Organization, and Strategies in achieving the Mission.

The 2012-14 Strategic Business Plan (SBP) was subsequently adopted in October 2011, and it incorporated goals and objectives developed as part of the 2010 RTA Short Range Transit Plan. Staff used the measurable standards in the SBP to help guide the organization toward meeting the agency's goals and objectives. The current 2015-2017 SBP was adopted in July 2014.

The next three-year Plan will incorporate both new and revised standards that arose out of development of the 2016 RTA Short Range Transit Plan. In addition, staff plans to complete a customer perception survey in early-October 2017, which will provide additional input into the strategic planning process. Finally, the performance results gleaned from our comprehensive Intelligent Transportation System (ITS) will help determine if existing key performance indicators are appropriate and achievable. RTA staff members will present initial findings and recommendations to the Regional Transportation Advisory Committee at a late-October 2017 meeting, and then to the Executive Committee in December 2017. It is anticipated that 2018-20 SBP will be reviewed and revised again (as necessary) in mid- to late 2020 to reflect changing conditions.

Because staff believes RTA as an organization is in fine-tuning mode rather than a wholesale change (or crisis) mode, we do not believe that a half- or full-day workshop is necessary to develop refined RTA objectives and performance standards. As such, we are recommending that staff develop these revisions internally after reviewing full-year

ITS and customer perception survey data. Staff is proposing to seek adoption of a 2018-20 SBP at the Board's January 2018 meeting.

**Recommendation**

Direct staff to review the 2015-17 SBP and current data provided by the ITS, solicit public input as part of October 2017 customer perception survey, and bring recommended changes to the RTA Board at its January 2018 meeting.





## San Luis Obispo Regional Transit Authority

### Executive Committee Meeting

Draft Minutes 4/12/2017

C-1

Members Present: Jamie Irons, Vice President  
Tom O'Malley, Past President

Members Absent: Lynn Compton, 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  
Ron De Carli, SLOCOG  
Eric Greening, Atascadero

**1. Call to Order and Roll Call:**

**Vice President Jamie Irons** called the meeting to order at 10:01 a.m. Silent Roll Call was taken and a quorum was present.

**2. Public Comments:**

**Mr. Eric Greening**, Atascadero, stated he continues to have good rides and excellent service. He asked if there is any information that needs to be known before going to the Rideshare Mobility Summit. **Mr. Geoff Straw** stated that RTA staff will be talking to each table for about 20 minutes about Runabout services and fixed route services. Handouts will be given out at the Summit. It will be focused on agencies that help plan rides for their clients.

**3. Information Items:**

A-1 Executive Director's Report

**Mr. Straw** mentioned that the newest issue of the quarterly newsletter is available and we will bring copies to the May 3<sup>rd</sup> Board meeting. CEQA/NEPA study for Elks Lane long-term garage facility is still in progress. We expect the public draft be to ready for review at July 12<sup>th</sup> Board meeting. Still dealing with floodplain issues and continue to work with City officials. **Board Member O'Malley** asked if there was any new thought on past concerns as far as design. **Mr. Straw** stated that the building will be stacked instead of having two separate buildings for maintenance and administration as previously drawn out. Other details of the have also been modified.

He continued by mentioning that the Paso Bus Parking Yard design/engineering is in progress. We are still aiming for a November 2017 move-in but that date is a little aggressive. The lease agreement was authorized at April 4<sup>th</sup> Board of Supervisors meeting.

**Mr. Straw** spoke about the Santa Maria-San Luis Obispo Transit Connections Study, Route 10 Plan, which kicked-off in mid-February. Surveys will be done later this month at the transit center and on the Route 10. April 24<sup>th</sup> will be the stakeholders meeting.

He stated that on March 16, staff proposed a new fare program to Tri-Counties Regional Center clients to R&D Transportation, which serves as TCRC's broker. They are still evaluating the proposal. The new rates reflect the additional RTA staff time and financing necessary to provide this direct service, and the fare level is more closely-aligned with the per passenger reimbursement provided to Ride-On for its "fixed-route" trips. If fully implemented, this will both reduce the subsidy per passenger-trip and increase the farebox recovery ratio on Runabout.

**Mr. Straw** stated staff provided comments on preliminary findings and recommendations from SLOCOG's TDA Performance Audit contractor. We expect the full administrative draft in mid-April, but we do not expect the full report to be ready for public review at the May 3<sup>rd</sup> RTA Board meeting. He stated that it will possibly go to the June SLOCOG Board meeting and be presented at the July RTA Board meeting.

He mentioned that RTA is hosting staff members from Monterey-Salinas Transit and Santa Cruz METRO on May 11<sup>th</sup>. This is the second year that we have met to discuss pressing matters affecting public transit in California and the Central Coast region in particular. It is also a great chance for staff from various parts of our organization to build relationships with their peers and learn firsthand how our policies and procedures can be enhanced. **Vice President Irons** asked if there could be a report back on the meeting. **Mr. Straw** stated that yes, he can report out about it at the next meeting.

Staff will present the relatively austere FY17-18 Budget under Agenda Item B-1. The FTA has certified our new Automated Passenger Counter system for Federal reporting purposes. The APC

system more accurately counts every boarding in comparison to the prior system using the electronic fareboxes, which effectively undercounted passenger-boardings. We have been undercounting by 15-20%. As such, we will report both the APC- and farebox-based fixed-route ridership numbers until a new baseline is established for trend analysis purposes. **Vice President Irons** asked if we can expect skewed graphs because of the numbers. **Mr. Straw** stated that yes, but we will show both graphs. Part of the issue is Bus Operators not pressing the appropriate buttons when passengers get on the bus. We are providing more training for Bus Operators that exhibit frequent issues with it. Further discussion ensued.

He stated Runabout ridership is down slightly. It should be noted that the ridership reduction experienced due to negotiated changes to TCRC-funded riders began in February 2017, and the year-over-year numbers show a decline (3,368 in February 2016 vs. 2,795 in February 2017). **Board Member O'Malley** stated that he would like to get an update about the Ride-on discussions. **Mr. Straw** stated it will be discussed at later meetings.

He stated that pages A-1-5 and A-1-6 show to the differences between ridership numbers from the APC and GFI. We will continue to report out on both numbers.

**Mr. Straw** conclude his report.

**Vice President Irons** opened public and board comment.

**Mr. Greening** stated that the increase in numbers in ridership because of the APC could lead to better information for Passenger Miles. What is the likelihood of other systems getting APC in order for funding to be evenly distributed throughout the County. **Mr. Straw** stated RTA, SCT, and Paso Express all have the counters. He said that SLO Transit has a few but not on all of their buses.

**Mr. Tim McNulty** stated that Route 14 has the biggest variance between passenger numbers. **Ms. Arnold** stated that it is probably due to large numbers of people of getting on all at once.

**Board Member O'Malley** asked if residents from Atascadero are getting to Cuesta on time. **Mr. Straw** stated that we cannot tell where each person is individually getting on and off. The North County Campus ridership has been stagnate. **Vice President Irons** stated that he has recently heard from Los Osos residents that it is difficult for them to Cuesta College. **Mr. Straw** stated that staff is currently working on adjusting the schedule to improve that issue.

**Mr. Ron De Carli** asked what the Short Range Transit Plan says about the route connections for North County to Cuesta College. **Mr. Straw** stated that it was too long from Highway 41. There are a couple of direct routes that are better.

**Vice President Irons** closed public and board comment.

#### 4. **Action Items**

##### B-1 Fiscal Year 2017-18 Operating and Capital Budget

**Ms. Arnold** presented the RTA Operating and Capital Budget for fiscal year 2017/18. Also included is fiscal year 2018/19 advisory operating budget and fiscal year 2018/19 – 2021/22 advisory capital budget.

Staff appreciates the Board's support and leadership during these financially constrained times. For RTA core services (Route 9, 10, 12, 14, and 15) this budget includes the same service levels as currently operated. As a result of the change in reporting to the real time information generated by the intelligent transportation system, the hours and miles do appear higher than in the past but no service changes are included.

For Runabout, the ADA paratransit service, the hours and miles have declined as a result of a coordinated effort between Tri-Counties Regional Center, Ride-On and RTA. Also, with the implementation of functional assessments and travel training program, staff feels the efforts have resulted in overall ridership declines, which is a welcome relief in comparison to prior years when Runabout saw significant ridership and resulting service level increases.

As in the past, separate columns are presented for the services agreements for the City of Paso Robles (Paso Express and Paso Dial-A-Ride) and County of San Luis Obispo (SLOCAT). Those agencies have reviewed and approved their respective budgets, but have been noted in the budget document to reflect all the services RTA provides.

General items to note moving forward include items such as the reserve policy. Staff will be drafting a proposed amendment for the Board to review during the coming fiscal year to address the self-insured retention requirement as a result of the change in policies for employment practices liability insurance. Will likely bring that to the Board Meeting in November 2017 as part of budget amendments.

Staff has done a tremendous job of holding the line on expenses, striving to offset increases in general liability insurance, worker's compensation insurance, and programmed wage adjustments in the current Collective Bargaining Agreement (CBA). Although fuel remains low, resulting in lower than budgeted costs, ridership, and therefore farebox revenue, have also declined. Staff will continue to monitor trends in fuel prices relative to ridership.

She stated that Local Transportation Funds (LTF) are now budgeted at \$4,633,250 for fiscal year 2017/18. The advisory budget presented last May had estimated \$5,190,030. A significant reason for that decline relates to budget savings during the current fiscal year, allowing RTA to carry over savings from the current fiscal year to next fiscal year. This budget does assume a 5% overall fixed

route fare increase beginning in January 2018. Mr. Straw stated that fare increase information will be brought to the Board starting in July 2017. **Vice President Irons** asked **Mr. Greening** his opinion on the fare increase for passengers. **Mr. Greening** stated it does hurt some people when the fares are increased but it hurts more people when services are decreased. The fare increase is the better option.

**Ms. Arnold** continued by stating that the Short Range Transit Plan included a number of service improvements but until a significant new operating funding source can be secured, they will not be included in the financially constrained budget. Staff is reviewing the details of SB-1 and will provide additional information in November with the budget amendment. At this time staff believes the funding may be available only for capital projects but will continue to review the legislation, including the timing of the funding.

She stated that overall administrative expenses have remained relatively flat, with increases in worker's compensation and professional technical services being offset by the decrease in office space rental with the move to the new Paso Robles park out location by the end of the 2017 calendar year. **Board Member O'Malley** asked what the percent was for worker's compensation. **Ms. Arnold** stated that it was roughly 18%.

Overall, service delivery costs are up by approximately 6% because of many factors. One of those factors is the annual increases included in the CBA. That agreement expires at the end of January 2018 and we will be discussing that further in closed session. The recent approval of the progressive increases to the minimum wage, reaching \$15/hour by 2021 will have a significant impact on the agency. Currently RTA's average hourly wage is \$16.26/hour.

Estimates for the general liability insurance is included but staff will have refined numbers between now and the presentation to the RTA Board. We believe the estimate will come down, just not sure of how much lower the numbers will be. Workers compensation insurance continues to increase but the premiums have dropped from the original estimates presented last May by about 5%. Continued workplace safety reminders and awareness has helped curb these costly line items. During the coming fiscal year staff will also be evaluating options for consolidating insurance coverages between RTA and SCT, which would reduce duplicative administrative charges and increase coordination efforts. This could happen with a joint JPA for SCT and RTA. **Vice President Irons** asked if Morro Bay Transit could benefit from this as well, asked if it would save both of them money. **Mr. Straw** stated that because they use a contractor, there would not be much savings but we could look into it. **Mr. De Carli** stated that from the performance audit of Morro Bay Transit, it shows that it as something to look into in the future. **Mr. Straw** stated that there would be political ramifications. Further discussion ensued. **Board Member O'Malley** asked what the price difference of running the trolley would be. **Mr. Straw** said the cost is a little higher. **Board Member O'Malley** stated that maybe it is something to look into the future of getting one for Atascadero. **Ms. Arnold** continued by stating the capital program will include the continuation

of the bus maintenance facility on Elks Lane. **Mr. De Carli** asked if there was any revised cost information for that project. **Mr. Straw** stated not currently any updates. He also stated that SB-1 money would be perfect to use for that project. **Mr. De Carli** stated that having additional avenues for funding is a good idea. Further discussion ensued.

**Ms. Arnold** noted a portion of the fiscal year 2016/17 capital funds will be carried over to fiscal year 2017/18. These projects are fully funded but due to timing have not been completed in the current fiscal year and carrying them over will have no financial impact to the jurisdictions. They include items such as the Paso Robles yard and bus maintenance facility on Elks Lane. This will be reviewed with the Board as part of a budget amendment, likely in November 2017. For reference, staff includes a five year projected capital budget. This is an important tool for staff in identifying large capital procurements and the impacts these procurements will have on federal funding requests, as well as ensuring funding for the local match. No expansion vehicles are included. The reserve policy helps with that. The pay down for the tenant improvement loan for the current maintenance facility will be completed in fiscal year 2018/19, prior to the lease expiring in February 2022. This will provide some flexibility in capital funding for the move to the new maintenance facility.

Moving on to the numbers, page B-1-12 and B-1-13 include an overview of the operating revenue sources, and as noted previously, separate columns for the Paso Robles and SLOCAT services. Fund balance available as of July 1, 2017 is projected to be just over \$1.9 million, less cash flow reserves (one quarter operating cost less one quarter fare revenue), resulting in a fund balance available to start the fiscal year of over \$422,000. **Vice President Irons** asked if the fund balance just goes into reserves or can it go to directly to next year fiscal budget. **Mr. Straw** stated that it goes into reserves first and then the leftover goes into the budget.

**Ms. Arnold** continued by mentioning the non-TDA sources of revenue includes only slight changes of approximately 2%. LTF as discussed earlier is on page B-1-13 with the breakdown by jurisdiction. **Mr. De Carli** asked **Mr. Straw** to discuss the breakdown of the jurisdictions from a conversation with the County of San Luis Obispo. **Mr. Straw** stated the County has some concerns with the 49% that they are responsible for, the formula is in the SLOCOG JPA. He said the County may be bringing forward information about this at a later date. Further discussion ensued.

**Ms. Arnold** continued by stating that the Funding uses are also summarized, with RTA and Runabout services totaling approximately \$9.2 million; SLOCAT services total just over \$544,000; and Paso Robles services are about \$969,000. Also included on these pages is the advisory fiscal year 2018/19 operating revenue and summary funding uses by service operated.

On page B-1-14, the operating revenue is broken out, including SLOCAT and Paso Robles for the two fiscal years, with fiscal year 2018/19 being advisory only. Page B-1-15 includes the “rollup” of all operating costs for all services, including SLOCAT and Paso Robles. At the top of each column

you can see the total revenue hours and revenue miles which appear to have increased in the fiscal year 2017/18 but this is based on the change to the ITS data during the current fiscal year for fixed route services, which is somewhat offset by the decrease in Runabout. As noted previously, the notable increases in expenses are in the insurance line items. Also of note is the increase in maintenance costs (parts, supplies, materials). The vehicles that we purchased in 2013 and 2015 provided a bit of a maintenance break but we continue to believe that maintenance costs are in line and the vehicles provide best value.

The five-year capital budget is included on page B-1-16. As mentioned previously you can see large swings in vehicle procurements. Staff is working on identifying and securing the necessary funds for the vehicles identified in the out years (fiscal year 2019/20 and beyond). Keep in mind it takes approximately two years from the time a forty-foot bus is ordered to the time it arrives due to the backlog of demand with the vehicle manufacturers, even though it only takes 10 days to build the bus.

The ensuing pages include expense information by route for RTA core services as well as for the SLOCAT and Paso Robles services. These pages roll up to the operating and capital expense summaries on page B-1-15 and B-1-16. **Vice President Irons** asked what the presentation will look like at the May Board meeting. **Ms. Arnold** stated that graphs will be provided as well as snapshots of certain parts of the budget.

In conclusion, fiscal year 2017/18 will be another challenging year. There are still a lot of unknowns including the cost impacts of the CBA negotiations. Staff recommends that the Board adopt the fiscal year 2017/18 budget as presented. **Mr. Straw** also mentioned that SB-1 information is not noted in the budget and may be brought back at the November meeting depending on what information we get.

**Ms. Arnold** went over the proposed budget calendar and then concluded her report.

**Vice President Irons** opened public and board comment.

**Mr. Greening** thanked **Ms. Arnold** for her hard work on the budget and stated that he looks forward to getting into the discussion of the budget at the upcoming RTAC meeting. In regards to the LTF, he feels it should be looked over during the 2020 census.

**Vice President Irons** closed public and board comment.

**Board Member O'Malley** moved approval of action item B-1 and seconded by **Vice President Irons**. The motion carried on a voice vote.

## 5. Consent Agenda Items

- C-1 Executive Committee Meeting Minutes of February 15, 2017
- C-2 Strategic Business Plan Performance Measures
- C-3 Amended Contract with Executive Director

**Vice President Irons** moved approval of action item C-1 and seconded by **Board Member O'Malley**. The motion carried on a voice vote.

**6. Agenda Review:**

**Mr. Straw** briefly reviewed RTA Board Agenda items for the May 3<sup>rd</sup> meeting, he stated that he will be adding a consent agenda for that meeting.

**7. Closed Session:**

CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Executive Committee to meet in closed session concerning the following items:

- D-1 Conference with Labor Negotiator Geoff Straw concerning the following labor organization: Teamsters Local 986

**Mr. Greening** recognizes the tightness of the budget but believes the Bus Operators deserve more money. He is hoping that SB-1 money could go to constant increases in the next contract.


Went into closed session at 11:41 a.m.


Came back from closed session at 12:02 p.m. with nothing to report out.

**8. Adjournment: Vice President Irons adjourned RTA Executive Committee meeting at 12:03 p.m.**

Respectfully Submitted,

Acknowledged by,

  
\_\_\_\_\_  
Shelby Walker  
Administrative Assistant

  
\_\_\_\_\_  
Jamie Irons  
RTA Vice President 2017



**DRAFT**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**MINUTES OF MAY 3, 2017**  
**C-2**

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**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 8:34 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  
LESLIE SANCHEZ, HUMAN RESOURCES OFFICER  
OMAR MCPHERSON, GRANTS MANAGER  
MICHAEL SEDEN-HANSEN, SPECIAL PROJECTS COORDINATOR

**CALL TO ORDER AND ROLL CALL:** President Lynn Compton called the meeting to order at **8:30 a.m.** A roll call was taken and a quorum was present.

**Public Comments:** Mr. Eric Greening, Atascadero, stated that he continues to be pleased with the service and believes that there is good morale with the employees. It is nice to enjoy the beautiful weather, grateful for the safe driving by the Bus Operators when it is not so nice outside. He knows that the new employee of the quarter has not been announced yet but wanted to extend his gratitude to all the employees. He mentioned that he would like to hear more about the improvements at the

government center, and he hopes the timing will be discussed and that staff will let people know if there will be disruptions in service.

**A. INFORMATION AGENDA:**

**A-1** Executive Director's Report: **Mr. Geoff Straw** stated that the RTAC Board met on April 19<sup>th</sup> to provide recommendations on the FY17-18 budget. The RTAC recommends adoption of the budget. He mentioned that a training class for four Bus Operator candidates started on May 1<sup>st</sup>. The new employees should be ready for revenue service in mid-June.

He stated that staff continues to work on the environmental review for our long-term garage facility. Staff met with City officials to discuss the floodplain modeling results, and it appears that the recent design changes will allow the project to meet City and FEMA requirements. Staff expects the draft CEQA Initial Study / Mitigated Negative Declaration and NEPA Environmental Assessment report to be ready for public review at the July 12<sup>th</sup> RTA Board meeting.

Staff provided consolidated RTA, City and County comments to the consultant last week on the 60% drawings for the Paso Bus Parking Yard design/engineering project. One newly identified challenge is that the City of Paso Robles abandoned the sewer line adjacent to the County Corp Yard, which could require us to construct a new 1,400-foot sewer line. The consultant is still exploring options, including a possible tie in to the County's septic tank.

He stated on April 4<sup>th</sup>, the San Luis Obispo City Council approved SRTP-recommended service improvements for the SLO Transit local fixed route program, as well as a fare increase, effective June 18, 2017. As indicated in the Runabout fare program adopted by the RTA Board at its February 2015 meeting, any fare increases by fixed route operators in the county will automatically result in a twice-the-applicable fixed route cash fare on Runabout services provided adjacent to the affected fixed routes. Since the base SLO Transit cash fare will increase by \$0.25, Runabout fares will increase by \$0.50 in the SLO Transit service area effective June 19, 2017. RTA staff will send a letter to each Runabout registrant who has ridden to or from the SLO Transit service area within the past six months to inform them of the Runabout fare change and to remind them that they can board any fixed route bus in the county for free by merely showing his or her Runabout Eligibility Card to the Bus Operator.

He stated staff developed a City of San Luis Obispo design review application for the Transit Center improvements project on County-owned land at the Government Center; County officials are currently reviewing the application and will be developing a lease agreement with the RTA. The project will include expansion of passenger waiting area, four new passenger shelters, additional bicycle parking, a bicycle tool station, a ticket vending machine, two info kiosks, and two LED "next bus" signs. In terms of timing, there isn't an official timeline yet but will make it know once we do have one.

Staff continues to negotiate with Tri-Counties Regional Center's transportation broker for a higher and more appropriate fare level on Runabout for TCRC clients. When a proposal is tentatively agreed upon, staff will bring this to the RTA Board for consideration.

He stated that staff has developed a financially-constrained FY17-18 operating and capital budget. The FY17-18 budget was endorsed by both the RTA Executive Committee on and the RTAC. This topic will be considered under Agenda Item B-1, and there is some late-breaking good news that will be discussed.

He mentioned that the FTA has validated RTA's use of our Automatic Passenger Counting (APC) system. In the past, we reported fixed route passenger boardings provided by our GFI electronic farebox system, which undercounted boardings. Until a new baseline is established, the ridership numbers presented to the RTA Board will include both APC and GFI data.

Preliminary RTA core fixed route ridership is down 6.2% 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. However, our ridership is beginning to recover. Runabout ridership has declined slightly less than 2%. Runabout ridership growth has slowed, and we expect it to remain lower due to some regular passengers transitioning onto Ride-On's contracted Tri-Counties Regional Center service.

RTA's year to date financial results are reported through March 31<sup>st</sup>. Labor costs combined for all three departments are on-budget or below. Fuel costs are well below budget at 52%. Maintenance costs are above budget at 102%. When combined with Maintenance Contract Costs, we are at 78.6% 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 farebox recovery ratio is currently 21.3%, which is still well above SLOCOG's 17% standard but below last year's result. The Runabout farebox recovery ratio result is slightly higher than last year's at 4.5% compared to 4.1%.

He mentioned that the late-breaking news is that Senate Bill 1 was signed into law last week. This bill could add an additional \$1.8M annually for transit in the county. The STA funds would be primarily for capital projects. RTA is exempt from fuel taxes so it will not affect our bottom-line. It could also additionally add \$15M in roadway maintenance revenues.

Currently working with MST to transfer retired Runabout van to address Pfeiffer Bridge impacts. Was authorized back in January 2017 to transfer a vehicle.

**Mr. Straw** concluded his report.

**President Compton** opened to Board and public comment.

**Mr. Ron De Carli**, SLOCOG, stated that SB-1 could bring in \$5.2 billion for transportation. It does bring in \$1.8 million in STA funding that comes to the region. RTA would get about \$78,000 a year. We will be programming our funds with capital projects. Will provide an update at the June 2017 SLOCOG Board meeting.

**President Compton** closed Board and public comment.

**B. ACTION AGENDA:**

B-1 Fiscal Year 2017-18 Operating and Capital Budget: **Ms. Tania Arnold** stated that she is pleased to have this opportunity to present the RTA Operating and Capital Budget for FY17-18. Also included is the FY18-19 advisory operating budget and the FY18-19 through FY2021-22 advisory capital budget. As a reminder, the Mission of 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. Core values to the agency are integrity, human development, commitment to serve, leadership and teamwork.

Staff appreciates the Board's support and leadership during these financial constrained times. We did get some late breaking positive news regarding the budgeted worker's compensation expenditure coming down which we will discuss in more detail at the end of this staff report.

For RTA core services, this budget includes essentially the same service levels as currently operated. As a result of the change in reporting to the real time information generated by the Intelligent Transportation System (ITS), the hours and miles do appear higher than in the past but no service changes are included. For Runabout, the hours and miles have declined as a result of a coordinated effort between Tri-Counties Regional Center, Ride-On and RTA as was discussed in March 2017 during the RTA Board meeting. Also, with the implementation of functional assessments in the Spring of 2016, as well as a travel training program, staff feels the efforts have resulted in overall Runabout ridership declines, which is a welcome relief in comparison to prior years when Runabout saw significant ridership increases.

As in the past, separate columns are presented for the service agreements for the City of Paso Robles, which include Paso Express and Paso Dial-A-Ride, and County of San Luis Obispo. Those agencies have reviewed and approved their respective budgets, but have been noted in the budget document to reflect all the services RTA provides.

General items to note moving forward include items such as the Reserve Policy. The Board adopted this policy in May 2014 and includes operating reserves of the projected one quarter operating cost less one quarter fare revenue. This reserve is used to help fund the agency while we are waiting for other funding sources to come in. There is also capital reserve, as we have fluctuation in the needs and timing of capital items. Staff will be drafting a proposed amendment for the Board to review during the coming fiscal year to address the \$50,000 self-insured retention requirement as a result of the change in policies for employment practices. Each RTA core service route continues to have information broken out in the proposed fiscal year.

She stated that staff has done a tremendous job of holding the line on expenses, with an overall increase of 4%, striving to offset increases in general liability insurance and programmed wage adjustments in the current Collective Bargaining Agreement (CBA). Although fuel remains low, resulting in lower than budgeted costs, ridership, and therefore farebox revenue, have also declined. Staff will continue to monitor trends in fuel prices relative to ridership.

With regarding to revenue, LTF is included in the draft budget is \$4,488,200 for fiscal year 2017/18. The advisory budget presented last May had estimated \$5,190,030. A significant reason for that decline relates to budget savings during the current fiscal year, allowing RTA to carry over savings from the current fiscal year to next fiscal year. This budget does assume a 5% overall fixed route fare revenue increase beginning in January 2018.

The SRTP included a number of service improvements but until a significant new operating funding source can be secured, they will not be included in the financially constrained budget. Staff is reviewing the details of SB-1 and will provide additional information in November with the budget amendment. At this time staff believes the funding may be available only for capital projects but will continue to review the legislation, including the timing of the funding.

She continued by stating that overall administrative expenses have remained relatively flat, with increases in worker's compensation and professional technical services being offset by the decrease in office space rental with the move to the new Paso Robles park-out location by the end of the 2017 calendar year.

Overall service delivery costs are up by approximately 6% as a result of many factors. One of those factors is the annual increases included in the CBA. That agreement expires at the end of January 2018 and staff assumed increases after that date in line with those identified in the current CBA. The recent approval of the progressive increases to the minimum wage, reaching \$15/hour by 2021 will have a significant impact on the agency. Currently, RTA's average hourly wage for Bus Operators is \$16.26/hour and the starting rate is \$13.90.

The general liability insurance estimate has gone up from prior years but has dropped from the estimates assumed in the budget assumptions. Workers compensation insurance continues to increase but the premiums have dropped from the original estimates presented last May. Continued workplace safety reminders and awareness has helped curb these costly line items. During the coming fiscal year, staff will also be evaluating options for consolidating insurance coverages between RTA and SCT, which would reduce duplicative administrative charges and increase coordination efforts.

Staff continues to monitor fuel prices and has budgeted conservatively but we may need to bring a budget amendment to the Board if fuel prices change significantly. The capital program will include the continuation of the bus maintenance facility on Elks Lane. Some of the other capital items include specialized maintenance equipment, the wireless back end support for the on-board camera system, bus stop improvements, and miscellaneous computer equipment.

She noted, a portion of the FY16-17 capital funds will be carried over to FY17-18. These projects are fully funded but due to timing have not been completed in the current fiscal year and carrying them over will have no financial impact to the jurisdictions. They include items such as the Paso Robles yard and the bus maintenance facility on Elks lane. This will be reviewed with the Board as part of a budget amendment, likely in November 2017.

For reference, staff includes a five year projected capital budget. This is an important tool for staff in identifying large capital procurements and the impacts these procurements will have on federal funding requests, as well as ensuring funding for the local match. No expansion vehicles are included.

The pay down for the tenant improvement loan for the current maintenance facility will be completed in FY18-19, prior to the lease expiring in February 2022. This will provide some flexibility in capital funding for the move to the new maintenance facility.

**Ms. Arnold** then discussed the numbers on page B-1-14, which include an overview of the operating revenue sources, and as noted previously, separate columns for the Paso Robles and SLOCAT services. Fund balance available as of July 1, 2017 is projected to be just over \$1.9 million, less cash flow reserves, resulting in a fund balance available to start the fiscal year of over \$450,000. Non-TDA sources of revenue includes only slight changes of approximately 2%.

LTF as discussed earlier is on page B-1-15 with the breakdown by jurisdiction. Funding uses are also summarized, with RTA and Runabout services totaling approximately \$9 million; SLOCAT services total just over \$544,000; and Paso Robles services are about \$960,000. Also included on these pages is the advisory FY18-19 operating revenue and summary of funding uses by service operated. On page B-1-16, the capital revenue is broken out, including SLOCAT and Paso Robles for the two fiscal years, with FY18-19 being advisory only.

She stated that page B-1-17 includes the “rollup” of all operating costs for all services, including SLOCAT and Paso Robles. At the top of each column you can see the total revenue hours and revenue miles which appear to have increased in FY17-18 but this is based on the change to the ITS data during the current fiscal year for fixed route services, which is somewhat offset by the decrease in Runabout. As noted previously, the notable increases in expenses are in the insurance line items. Also of note is the increase in maintenance costs. The vehicles that we purchased in 2013 and 2015 provided a bit of a maintenance break but we continue to believe that maintenance costs are in line and the vehicles provided best value.

The five-year capital budget is included on page B-1-16. As mentioned previously, you can see large swings in vehicle procurements. Staff is working on identifying and securing the necessary funds for the vehicles identified in the out years, FY19-20 and beyond. Keep in mind it takes approximately two years from the time a forty-foot bus is ordered to the time it arrives due to the backlog of demand with the vehicle manufacturers, even though it only takes 10 days to build the bus once it enters the assembly line.

The ensuing pages include expense information by route for RTA core services as well as for the SLOCAT and Paso Robles services.

She stated that staff was notified on Thursday afternoon of some good news regarding worker’s compensation premiums for next fiscal year. CSAC-EIA, our worker’s compensation insurance provider, informed the pool that they have been able to secure a new agreement with a different carrier, which

resulted in savings to the pool. RTA's portion of that savings is approximately \$130,000. Given that information we have a revised request for LTF, going down by \$130,000.

In conclusion, FY17-18 will be another challenging year. We look forward to continuing the relationship with our customers, the Board and other stakeholders in providing safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County. Staff recommends that the Board adopt the FY17-18 budget as presented.

**Ms. Arnold** concluded her report.

**President Compton** opened Board and public comment.

**Board Member Debbie Arnold** asked if the worker's compensation fees were reflected in the labor cost. **Ms. Arnold** stated that it is broken down on page B-1-17 in the budget expense cost and included in the insurance line item.

**Board Member Tim Brown** asked if the savings that from the worker's compensation could be used towards general liability administrative cost. **Ms. Arnold** stated that it would have to be up to the Board to make that decision.

**Mr. Pete Rodgers**, SLOCOG, expressed the support of the budget. Staff has done a great job with everything that has been going on with the Runabout and TCRC shift of services. We are currently at \$1.1 million for STA funding, the state said we would be getting an additional \$500,000. The remaining Prop 1B is still available as well as some LCTOP funding. Will work with RTA staff to find funding for the long-term facility as well as other capital projects.

**Mr. Greening**, he supports the budget. Relative to the \$130,000 in savings, before it is used to relieve LTF funding, staff should keep that money in the budget for the employees during labor negotiations. Also, it should be used to held on to until we know more about the Senior Shuttle and what the bids will be.

**Board Member Tom O'Malley**, stated he always supports local control. He is against the idea of hanging on to the savings and believes it should go back to the jurisdictions.

**President Compton** closed Board and public comment.

**Board Member Gibson** moved to approve the Agenda Item B-1. Board Member O'Malley seconded, and the motion carried on a roll call vote.

**C. CONSENT AGENDA:**

- C-1 Executive Committee Meeting Minutes of February 8, 2017 (Approve)
- C-2 RTA Board Meeting Minutes of March 1, 2017 (Approve)
- C-3 Draft RTAC Minutes of April 19, 2017 (Information)
- C-4 Strategic Business Plan Performance Measures (Receive)
- C-5 Contract with AGP Video Production of Board Meetings (Approve)

- C-6 Youth Ride Free Summer Promotion (Approve)
- C-7 Amended Contract with Executive Director (Approve)
- C-8 Amend Transfer Agreement with LOSSAN
- C-9 Prop 1B Safety and Security: Authorized Agent Signature Authority (Approve)
- C-10 Resolution Authorizing FTA Section 5339 Funding

**Broad Member Adam Hill** moved to approve the Consent Agenda. **Board Member Shoals** seconded, and the motion carried on a roll call vote.

**D. CLOSED SESSION ITEMS – CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:**

- D-1 Conference with Labor Negotiator Geoff Straw concerning the following labor organization: Teamsters Local 986

**Mr. Greening**, stated that staff should be as generous as they can. He suggested that staff look into making an offer of significant increases throughout the years so the contract can get agreed upon.

The RTA Board went into Closed Session at **9:28 a.m.** and returned to Open Session at **9:52 a.m.** **RTA Counsel Mr. Tim McNulty** stated that he had nothing to report out of the Closed Session.

**BOARD MEMBER COMMENTS:** None

**ADJOURNMENT:** **President Compton** adjourned RTA meeting at **9:53 a.m.**

Respectfully Submitted,

Shelby Walker

RTA Administrative Assistant



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:** C-3

**TOPIC:** Agreement for Security Camera Installation, Maintenance and Access at the Transit Center in Paso Robles

**PRESENTED BY:** Geoff Straw

**STAFF RECOMMENDATION:** Authorize Executive Director to Sign the Agreement

**BACKGROUND/DISCUSSION:**

Due to ongoing security concerns at and adjacent to the North County Transit Center in Paso Robles, the RTA has identified the need for a remotely-monitored security camera system. Staff has worked with the City of Paso Robles to identify solutions.

Staff has identified \$12,951 of Section 5307 FTA funds from the El Paso de Robles / Atascadero Urbanized Area combined with \$3,238 in Proposition 1B Safety and Security funding to procure and install a two-pod camera surveillance system from Security Lines US.

The City of Paso Robles will be responsible for installation, maintenance and provision of electrical power and an internet connection to the two-pod camera surveillance system for the term of this Contract.

**Staff Recommendation**

Staff requests the Board's concurrence to authorize the RTA Executive Director to sign the agreement for security camera installation, maintenance and access at the North County Transit Center. No additional funds are being requested.

**AGREEMENT FOR SECURITY CAMERA INSTALLATION,  
MAINTENANCE, AND ACCESS AT THE NORTH COUNTY TRANSIT  
CENTER**

**THIS CONTRACT** is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the San Luis Obispo Regional Transit Authority, a joint powers authority (RTA) and the City of El Paso de Robles, a municipal corporation (CITY).

**WITNESSETH:**

**WHEREAS**, the CITY Police Department and RTA have identified the need for a remotely-monitored security camera system at the North County Transit Center located at 800 Pine Street; and

**WHEREAS**, both CITY and RTA have determined that a two-pod camera security system would provide additional needed security at the North County Transit Center in the most cost-efficient manner; and

**WHEREAS**, RTA is the designated grant recipient for Federal Transit Administration (FTA) Section 5307 funding available to public transportation providers in San Luis Obispo County, as further described in that Memorandum of Understanding between the San Luis Obispo Council of Governments and RTA dated October 17, 2012; and

**WHEREAS**, RTA proposes to use \$12,951 of Section 5307 FTA funding combined with \$3,238 in Proposition 1B Safety and Security funding to procure a two-pod camera surveillance system from Security Lines US for installation at the North County Transit Center; and

**WHEREAS**, CITY will own, install, maintain and provide electrical power and an internet connection to the two-pod camera surveillance system for the term of this Contract.

**NOW THEREFORE**, the parties do mutually agree to the following:

**1. The Equipment To Be Purchased**

RTA will purchase from Security Lines US, or an equivalent vendor, two (2) i4-POD-P portable surveillance pods that use four cameras and DVR encased in a single box (hereinafter "Equipment").

**2. Funding The Equipment Purchase**

RTA will use up to \$12,951 in FTA section 5307 grant funding, which will be combined with \$3,238 in Proposition 1B Safety and Security funding, in order to purchase the Equipment.

**3. Installation Of The Equipment**

CITY shall install the Equipment at the North County Transit Center and across the railroad tracks at Big Creek Lumber (745 Riverside Avenue) so that the passenger waiting area is plainly viewed.

Installation at Big Creek Lumber will be pursuant to and contingent upon a license granted by Big Creek Lumber to the City (attached hereto as Exhibit A and incorporated herein by this reference).

**4. Remote Access To the Camera Recordings**

Both the RTA dispatch center and the CITY Police Department dispatch center shall have continuous and real-time access to all camera recordings at the North County Transit Center through an internet connection. The internet connection will be accessed via a password that will allow viewing, downloading, zooming-in and panning of the cameras. RTA will be provided with five of the total fifteen passwords and CITY will be provided the remaining ten.

**5. Installation Cost and Continuing Costs**

CITY shall be responsible for all installation costs and maintenance costs for the term of this Contract. Maintenance costs shall include but are not limited to the cost of providing electrical power and an internet connection to the Equipment. It is understood that Big Creek Lumber will provide electrical power to the camera(s) located on its facility.

**6. Term and Termination**

The term of this Contract commences when signed by an authorized representative from each of the parties and expires three years after that. During this term, either party may terminate this agreement for any reason by providing thirty days written notice to the other parties. Upon termination prior to the end of the term, CITY shall take whatever measures are necessary to remove and deliver the Equipment to RTA.

**7. Change in Terms**

This Contract shall be amended or modified only by mutual written agreement of the parties.

**8. Mutual Indemnification**

Each party to this Contract shall indemnify, defend and hold harmless the others hereto and they and their affiliated entities' officers, agents and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise solely by

virtue of its own negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Contract.

**9. Notification**

All notices and communications regarding interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**RTA-San Luis Obispo Regional Transit Authority**

Omar McPherson  
Grants Manager  
179 Cross St. Suite A  
San Luis Obispo, CA 93401

**City of El Paso de Robles**

Tom Frutchey  
City Manager  
1000 Spring Street  
Paso Robles, CA 93446

**SIGNATURES**

RTA

CITY

\_\_\_\_\_  
Geoff Straw  
RTA Executive Director

\_\_\_\_\_  
Steven W. Martin, Mayor  
City of El Paso de Robles

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL EFFECT  
RITA L. NEAL  
County Counsel

APPROVED AS TO FORM  
AND LEGAL EFFECT  
IRIS YANG  
City Attorney

By: \_\_\_\_\_  
Assistant County Counsel

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

LICENSE AGREEMENT BETWEEN CITY OF PASO ROBLES  
AND BIG CREEK LUMBER COMPANY

[to be inserted]



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**JULY 12, 2017**  
**STAFF REPORT**

**AGENDA ITEM:** C-4

**TOPIC:** Resolution Authorizing Executive Director to Submit Application for FTA Section 5311 Funds

**ACTION:** Approve Resolution

**PRESENTED BY:** Omar McPherson, Grants and Financial Manager

**STAFF RECOMMENDATION:** Adopt Resolution

**BACKGROUND/DISCUSSION:**

Beginning in FY03-04, SLOCOG and the San Luis Obispo Regional Transit Authority (RTA) agreed to program all federal funding from the FTA Section 5311 Program to the RTA. In exchange, SLOCOG programs a similar amount of Transportation Development Act (TDA) funds for rural transit operators in the county.

In connection with the exchange program, the RTA must submit an annual grant application to the FTA for the Section 5311 funds. The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the FTA.

Once approved, the attached resolutions will become part of the grant application for FTA Section 5311 funding for FY17-18 and FY18-19.

**Staff Recommendation**

Approve the attached resolution authorizing the Executive Director to submit a grant application for the entire amount of FTA Section 5311 funds apportioned in San Luis Obispo County for the purchase of various materials, supplies, equipment, and/or operations costs.

**AUTHORIZING RESOLUTION  
STATE OF CALIFORNIA  
FTA SECTION 5311 PROJECT OPERATING ASSISTANCE APPLICATION**

**RESOLUTION NO. 17-\_\_**

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F**); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority desires to apply for said financial assistance to permit operation of service in San Luis Obispo County; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the San Luis Obispo Regional Transit Authority does hereby authorize the Executive Director, to file and execute applications on behalf of San Luis Obispo Regional Transit Authority with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F**), as amended.

That Executive Director is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

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 12<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Lynn Compton  
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 (RTA)**

**July 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:** C-5

**TOPIC:** FTA 5307, 5339 and CMAQ Grant Administration

**ACTION:** Approve

**PRESENTED BY:** Omar McPherson, Grants and Financial Manager

**STAFF RECOMMENDATION:** Authorize Executive Director to Administer FTA Grants on Behalf of North County and South County Area Transit Agencies

**BACKGROUND/DISCUSSION:**

The cities of Atascadero and Paso Robles and certain limited populations of northern San Luis Obispo County were designated as an “urbanized area” based upon the results of the 2000 US Census. In addition, the cities of Arroyo Grande, Grover Beach and Pismo Beach and certain limited populations of southern San Luis Obispo County area were designated as an urbanized area based on the results of the 2010 US Census. The transit agencies and the San Luis Obispo Council of Governments developed two Operators Agreements relative to the governance and transit planning needs of these two urbanized areas as they relate to Federal Transit Administration (FTA) Section 5307, 5339 and CMAQ funding eligibility. These Agreements allow the transit agencies to use these FTA funding sources for capital, operating, and planning assistance. However, the FTA requires that there be a single “grant recipient” who will perform grant administration activities for each urbanized area. For the benefit of all transit agencies included in these two urbanized areas, the RTA has served the role of Grant Recipient.

For the RTA to continue serving as the administrator of FTA Section 5307, 5339 and CMAQ grant funding on behalf of the cities of Atascadero and Paso Robles, as well as for South County Transit, FTA requires the Grant Recipient (RTA) to have access to the new electronic grants management programs: Transit Award Management System (TrAMS) launched in February 2016. For this reason, the attached resolution is required.

**Staff Recommendation**

Approve the attached resolution requesting FTA to give RTA representative access to TrAMs to administer FTA Section 5307, 5339 and CMAQ grants based on the Operators Agreement between SLOCOG, the cities of Atascadero and Paso Robles, and the RTA, as well as the Operator Agreement between SLOCOG, South County Transit and the RTA.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 17-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE  
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF  
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL  
TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53 TITLE  
23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY  
THE FEDERAL TRANSIT ADMINISTRATION**

**WHEREAS**, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

**WHEREAS**, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require RTA to provide the local share of the project cost; and

**WHEREAS**, RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

**WHEREAS**, RTA as the Grantee will file and execute applications on behalf of the cities of Atascadero and Paso Robles, as well for South County Transit, as sub-recipients of FTA Section 5307, 5339 and CMAQ funds required for the identified projects.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the FTA and has received authority from the San Luis Obispo Council of Government, San Luis Obispo, California, the Designated Recipient, to apply for Urbanized Area Formula Program Assistance authorized by 49 U.S.C. 5307, 5339 and CMAQ transferred and administered as 5307.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.

4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications.
5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of RTA.

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 12th day of July 2017.

\_\_\_\_\_  
Lynn Compton  
President of the RTA Board of Directors

ATTEST:

\_\_\_\_\_  
Geoff Straw  
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Timothy McNulty  
County Counsel

By: \_\_\_\_\_  
RTA Legal Counsel

Dated: \_\_\_\_\_  
(Original signature in BLUE ink)



179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
(805) 781-4472 Fax (805) 781-1291  
[www.slorta.org](http://www.slorta.org)

**July 12, 2017**

**DESIGNATION OF SIGNATURE AUTHORITY  
for the  
TRANSIT AWARD MANAGEMENT SYSTEM  
(TrAMS)**

The San Luis Obispo Regional Transit Authority hereby authorizes the Executive Director, the Deputy Director/Chief Financial Officer, the Grants and Financial Manager, and the Legal Counsel to be assigned, and to use a Personal Identification Number (PIN) in TrAMS, for the execution of annual Certification and Assurances issued by the Federal Transit Administration (FTA), submission of all FTA grant applications, and the execution of all FTA grant awards, on behalf of the official below and on behalf of San Luis Obispo Regional Transit Authority. This Designation of Signature Authority serves only to authorize the above-referenced persons to take actions in TrAMS; original Certifications and Assurances and original FTA grant agreements must be executed by the Recipient's Designated Official, identified in its Authorizing Resolution, and its legal counsel, unless otherwise delegated in accordance with the Recipient's internal procedures.

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Geoff Straw  
RTA Executive Director

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Tim McNulty  
RTA Legal Counsel

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**JULY 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:** C-6

**TOPIC:** Resolution Authorizing Executive Director to Submit Application on behalf of RTA for State Proposition 1B Funds

**ACTION:** Approve

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Adopt Resolution

**BACKGROUND/DISCUSSION:**

California Proposition 1B was passed by voters in November 2006. SLOCOG Staff have released a call for project for the remaining \$1.55 million in apportioned to San Luis Obispo County for transit-related capital projects. The RTA is an eligible recipient of this funding source.

Besides the RTA, eligible recipients of the Proposition 1B funds include South County Transit, the City of Morro Bay, the City of San Luis Obispo, the City of Atascadero, the City of Paso Robles, and San Luis Obispo County. Grant applications are due to SLOCOG by August 18, 2017. Projects must be transit-related capital projects and have a minimum life span of 10 years. This Proposition 1B funding can be used as local match to the Operating and Maintenance Facility on 253 Elks Lane and for three new replacement transit coaches. Please note that these funds are subject to a competitive application process for the entire region.

**Staff Recommendation**

Approve the attached resolution authorizing the RTA Executive Director to submit a Proposition 1B grant application of up to the remaining \$1.55 million for potential capital projects.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 17\_\_\_\_\_**

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
BOARD OF DIRECTORS, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION  
TO THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS FOR  
CALIFORNIA PROPOSITION 1B PROGRAM FUNDS**

**WHEREAS**, the San Luis Obispo Regional Transit Authority is an eligible applicant for California Proposition 1B Program funds; and,

**WHEREAS**, the San Luis Obispo Regional Transit Authority is in need of various capital-related materials, supplies, and equipment, all of which are eligible for purchase under the California Proposition 1B Fund Program; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority will continue to provide public transportation services in San Luis Obispo County; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority is seeking grant funding to optimize the use of Transportation Development Act funds provided by the various jurisdictions included in the Joint Powers Agency Agreement; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority is requesting up to \$1.55 million for the FY15/16 funding year cycle from the Proposition 1B Fund Program for potential capital projects such as local match to the Operating and Maintenance Facility on 253 Elks Lane and local match to three new transit coaches.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the San Luis Obispo Regional Transit Authority Board of Directors authorizes the Executive Director or his designee to submit a proposal to the San Luis Obispo Council of Governments from the California Proposition 1B Fund Program of up to \$1.55 million for general capital projects for the remaining funding cycle.

**BE IT FURTHER RESOLVED**, that the President of the Board is directed to sign this resolution to authorize the submittal of said funding requests.

**BE IT FURTHER RESOLVED**, that the Executive Director or his designee is hereby authorized to submit said funding requests.



Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINING:**

The foregoing resolution is hereby adopted this 12<sup>th</sup> day of July 2017.

—

\_\_\_\_\_  
Lynn Compton, Chairperson  
San Luis Obispo Regional Transit Authority

**ATTEST:**

\_\_\_\_\_  
Geoff Straw, Executive Director  
San Luis Obispo Regional Transit Authority

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
Timothy McNulty  
RTA Counsel

Date: \_\_\_\_\_



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**JULY 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:** C-7

**TOPIC:** Vehicle Procurement

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Procure Three (3) 40-foot Low-Floor Buses at a Cost Not to Exceed \$1,485,000

**BACKGROUND/DISCUSSION:**

The RTA has been awarded funding to purchase three (3) new replacement forty-foot low-floor buses. These three (3) buses will be funded with \$792,000 in Federal Transit Administration (FTA) Section 5307 formula funding apportioned in FY16-17 and \$396,000 in (FTA) Section 5307 formula funding already under grant in FY13-14. RTA will apply for \$297,000 in California Proposition 1B funding apportioned in the FY15-16 cycle as local match to these federal funds or use new SB1 funding as local match.

The RTA currently has available options for forty-foot low-floor buses manufactured by the Gillig Corporation through a consortium procurement that was led in 2013 by the Central Contra Costa Transit Authority. The options in the procurement documents include all of the FTA-required clauses. These buses have upgrade packages that match the items included in our past procurement with the Gillig Corporation for eight buses that were delivered beginning in June 2015. These items include digital on-board surveillance systems, multiplex wiring systems, GFI fareboxes, and electronic LED front, side and rear destination signs – all of which will be useful to our customers, as well as to our operations and maintenance team. Staff anticipates a minimum of twenty (20) months lead time for delivery, once an order is placed.

**Staff Recommendation**

In order to expedite the purchasing process, staff requests the Board's concurrence to authorize the Executive Director to issue a purchase order to Gillig for the procurement of three (3) forty-foot low floor buses at a cost not to exceed \$1,485,000.



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 12, 2017**

**STAFF REPORT**

**AGENDA ITEM:** C-8

**TOPIC:** Lease Agreement for Use of Government Center Property

**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:**

The RTA's primary passenger facility is located on Osos Street near Palm Street. Improvements to the site were authorized by the County in 1996, and the RTA is working cooperatively with County of San Luis Obispo staff to expand the passenger waiting area and to implement a variety of passenger amenities. Since a portion of the passenger waiting area is located on County property, it is recommended that a formal lease agreement be executed.

The attached draft lease agreement identifies the property and the various roles/responsibilities for the RTA and the County. The final amenities that would be implemented as part of the enhancement project will be listed in the final lease agreement document; those details will be amended into the lease agreement following the City of San Luis Obispo's findings required under the Development Review application submitted in June 2017.

The Lease Agreement has a term of 25 years and there would no monetary consideration. The RTA would continue to be responsible for all operating and maintenance costs, as well as the capital improvements costs.

**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 AGREEMENT

**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 agency in the State of California, hereinafter referred to as (SLORTA), and will replace and supersede all previous agreements between County and SLORTA, with respect to the Premises hereinafter described.

**WHEREAS**, County owns real property described as APN 002-324-010, located at 1050 Monterey Street, San Luis Obispo more commonly known as the San Luis Obispo County Government Center (the Premises); and

**WHEREAS**, the County Board of Supervisors approved the construction and maintenance of one (1) covered passenger waiting shelter, four (4) benches and bicycle racks (the Bus Stop) in October of 1996; and

**WHEREAS**, County authorized and granted SLORTA, under a written Use Permit For Passenger Waiting Shelters, the exclusive and conditional use for those certain areas of the Premises described as approximately seven hundred and twenty (720) square feet of land located at the corner of Palm Street and Osos Street respectively (Exhibit "A"); and

**WHEREAS**, SLORTA now desires to enhance and expand the Bus Stop to create a multi-modal Transit Center (Transit Center) and will obtain all required regulatory permits and entitlements to construct, maintain, and operate the Transit Center at the Premises, as defined in Paragraph 7 below, and for no other use; 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 SLORTA agree as follows:

**1. Grant and Description of Premises:** County, for and in consideration of the promises contained herein, grants to SLORTA the nonexclusive right and privilege to lease and occupy the Premises, as identified on the Site Plan (Exhibit "B") and consisting of an approximately \_\_\_\_ square foot portion of real property at the Premises, for the purpose of expanding, enhancing, operating and maintaining a multi-modal Transit Center.

**2. Condition of Premises:** The taking of possession of the Premises by SLORTA shall, in itself, constitute acknowledgment that the Premises are in good and tenantable condition. SLORTA 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. **Term:** 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 twenty-five (25) years from the Commencement Date (Initial Term), with an option to extend as described in Paragraph 4 below.

4. **Mutual Option to Extend:** Within six (6) months prior to the expiration date of the Initial Term of the Lease, and with the mutual written consent of the Central Services Director, or Director's designee (Director) and SLORTA, SLORTA may notify the County, in writing, of its desire to extend the term of the Lease for an additional twenty-five (25) year period (Extended Term). The right of SLORTA 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 SLORTA 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. SLORTA 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 Extended Term in writing prior to any effective extension.

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

5. **Holding Over:** In the event that SLOTRA shall hold over after expiration of the Lease term or any extension or renewal thereof, with the consent, express or implied, of County, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is extended or terminated in a manner prescribed by law.

6. **Rental:** In lieu of monetary rent, consideration shall be SLORTA's satisfactory performance of the operation and maintenance of the Premises to County's standards or better in lieu of County's obligation to do the same and is deemed to be adequate compensation for this Lease agreement. County has the right to enter and inspect the Premises and direct SLORTA to do specific operation and maintenance of the Premises by a specific date.

SLORTA shall maintain such records and accounts as the County Auditor-Controller may require. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records, including State of California Sales Tax Records; and SLORTA hereby agrees that all such records and instruments are available

to the County. All Federal tax returns of SLORTA insofar as this Lease is concerned shall also be made available to the County for accounting purposes.

County further reserves the right to examine all such books and records at any time during a one (1) year period following the termination of this Lease.

**7. Surrender:** Except for modifications to be retained for the benefit of County as determined at the time of termination of this Lease, SLORTA 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.

**8. Use of Premises and Obligation to Construct and Operate Required Improvements:**

**a.** As partial consideration for the County entering into this Lease, SLORTA hereby agrees to construct the Required Improvements described in this Paragraph and shown on Exhibit "B". The Required Improvements shall be defined as including SLORTA's construction of an enhanced and expanded multi-modal Transit Center (the Project). The Premises shall be used by SLORTA for the construction, maintenance and operation of the Required Improvements only and no other use shall be approved without the prior written approval of the Director.

The Project will include the design, construction and replacement of two (2) existing passenger shelters with four (4) passenger shelters with larger roof covers in order to reduce sun exposure and provide greater shade protection for passengers. The shelters will feature low voltage lighting that will provide better late-night and early-morning lighting installed beneath the shelter canopies to avoid light pollution in the surrounding area.

SLORTA will install and maintain an electronic ticket vending machine that will allow 24/7 access to both SLORTA and SLO Transit fare media reducing the work load on the City of San Luis Obispo (the City) and County staff during normal business hours who sell tickets to passengers. SLORTA will Install and maintain two (2) LED "next-bus" real time bus information signs under two of the passenger shelter canopies. This will provide passengers with count-down information for all four RTA routes that serve the transit center. SLORTA will replace the single backlit three-sided information kiosk with two double-sided backlit kiosks.

SLORTA will replace the existing bike racks with new and higher-capacity Peak Bike Racks that are preapproved by the City and install a Dero Fixit bike tool



station. The bike tool station will serve bike users when bike shops are closed and will also promote multi-modalism in the County.

SLORTA will remove and replace the existing street tree located on Palm Street with a City-approved standard tree which will allow buses to pull up to the curb. SLORTA will remove the five (5) metered public vehicle parking spaces located on Osos Street between Monterey Street and Palm Street in order to allow the last downhill bus to reach the curb and avoid impeding traffic.

SLORTA will expand the plaza area surrounding the passenger shelters by replacing approximately 1,165 square feet of existing lawn with a design that conforms to the area surrounding the clock tower at the corner of Monterey Street and Osos Street. This will help reduce congestion between passengers and pedestrians walking along Osos and Palm Streets and will also reduce water usage that is currently required for the existing lawn and will provide more space for installation of additional transit-grade benches with backs and armrests.

The Project will involve trenching to access power and Internet connections inside the County Public Works building for the various electronic equipment to be installed.

**b.** SLORTA'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. SLORTA expressly agrees at all times during the term of this Lease including any extensions or renewals, 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.** SLORTA shall be solely responsible for providing all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of its operations at the Premises. SLORTA shall comply with all labor laws and tax laws.

**9. 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 SLORTA, if any, shall remain in SLORTA until expiration, or sooner termination, of the Initial Term, including any Extended Term, of this Lease.

Upon termination of this Lease, all alterations, additions and improvements made in, to or on the Premises shall, without compensation to SLORTA, become County property free and clear of all claims to or against them by SLORTA or any third person, and SLORTA 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 Required Improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, SLORTA 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 SLORTA's sole cost and expense prior to expiration of the Lease term. Should SLORTA fail to remove or dispose of the property as herein provided, County may, at its election, consider such property abandoned or may dispose of same at SLORTA's expense, and SLORTA shall reimburse County for said expense on demand. Also, at the expiration or earlier termination of this Lease, SLORTA shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which SLORTA has no control excepted, provided that such exculpatory provisions shall not extend to any risk which SLORTA is required to insure against as provided herein.

**10. Capital Improvements:** Any and all improvements, including the Required Improvements specified in paragraph 7 above, whether major or minor, to be undertaken hereunder shall be administered as follows:

**a.** SLORTA 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, covering the improvement or proposed project. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of submittal to the City of San Luis Obispo and/or any other regulatory agency having jurisdiction over the Project. Additionally, if any of the Required Improvements require a licensed contractor, SLORTA 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, objects to all or any portion of the proposed plans, the Director, shall state the objections specifically, and SLORTA shall make the changes specified and resubmit the plans as revised for the Director'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. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by SLORTA to be a waiver by the Director of SLORTA's need to acquire building and construction permits including, but not limited to, required permits from the City of San Luis Obispo, 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 SLORTA 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 San Luis Obispo, SLORTA shall deliver to County the Final Construction Drawings approved by the City (Final Drawings).

**c.** Upon completion of construction of the Required Improvements and issuance of a Notice of Completion from the City of San Luis Obispo, SLORTA shall deliver to County the Final As-Built Plans approved by the City (Final As-Built).

**d.** Director shall have the right to perform a final inspection of the Required Improvements. If the Director determines the Required Improvements are in compliance with the aforementioned terms and conditions, the Director 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 SLORTA's need to obtain final inspections and approvals from other required entities. SLORTA shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any 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. SLORTA shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary.

**e.** SLORTA shall be required to follow all applicable Federal guidelines on performance security to ensure the Required Improvements are constructed as per approved design, and SLORTA shall be required to name the County on any bond required to be obtained pursuant to any and all Federal Transit Administration requirements.

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

**11. Signs:** SLORTA, at its 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 San Luis Obispo.

**12. SLORTA's Personal Property:** Title to all personal property, moveable furniture, and movable equipment provided by SLORTA will remain in SLORTA. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraph 8 above. Upon the removal of personal property by SLORTA, whether such removal is upon termination of this Lease or at any time prior thereto, SLORTA will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of SLORTA. If SLORTA elects to attach personal property to the Premises that SLORTA does not wish to be considered a capital improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

**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 SLORTA.

**14. Title:** SLORTA hereby acknowledges that fee title to the Premises is vested in the County and hereby covenants and agrees never to challenge, contest or resist said title. SLORTA may not acquire any right to the Premises by adverse possession or otherwise.

**15. County's Personal Property:** County shall retain title to all County's personal property at the Premises and SLORTA will maintain said personal property during the term of this Lease. Any improvements hereafter added by County, at County's expense, will remain the personal property of County.

**16. Utilities:** Utility services may be extended from existing resources and all utility services will be separately metered. Said separate meters and utility services will be extended for SLORTA's use and installed by SLORTA at SLORTA's sole cost and expense. SLORTA will pay, during the term of this Lease and any extensions or renewals thereof, all charges for utility services used on the Premises, including but not be limited to, water, sewer, trash, electric, gas, internet and telephone. SLORTA will contact Underground Service Alert (USA), a State agency, to facilitate the marking of the Premises where underground utility lines reside (electrical, gas, water, fiber-optic cables, etc.). SLORTA will avoid underground utilities, as indicated by USA markings, when performing any

improvements, including the Required Improvements. SLORTA agrees to work with the County to coordinate the installation/extension of such utilities on the Premises as to minimize any destruction and/or disruption to the Premises, which contains critical infrastructure areas.

**17. Utility Conservation:** SLORTA will not waste electricity or water and agrees to cooperate fully with the County to assure the most effective and economical use of utility services provided to the Premises.

**18. Janitorial:** SLORTA shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and sweeping/cleaning of the Premises.

**19. Maintenance and Repairs:** SLORTA will be responsible for all costs of maintenance and repairs to 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, SLORTA 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 SLORTA for actual cost of said maintenance. SLORTA 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 SLORTA will reimburse County for County's reasonable expenses related to the emergency action. SLORTA shall, at all times and at SLORTA's expense, do all things reasonably necessary to protect the Premises used by SLORTA. SLORTA shall not grant, with respect to the Premises, easements, rights-of-way, licenses or permits.

**20. Safety:** SLORTA will immediately correct any unsafe condition of the Premises as well as any unsafe practices occurring thereon. SLORTA will obtain emergency medical care for any member of the public who is in need thereof because of illness or injury. SLORTA will operate the Premises in a manner to protect the health, safety, and welfare of the general public. SLORTA agrees to take all reasonable precautions to protect the Premises from damage, theft, vandalism and other such hazards.

**21. Employees of SLORTA:** All employees, agents, assignees and sub-lessees of SLORTA will be appropriately licensed when required by law. All such employees, agents, assignees and sub-lessees will be employees, agents, or assignees of SLORTA only and will

not in any instance be, or be construed to be, employees, agents, or assignees of the County.

**22. Smoke Free Workplace:** SLORTA 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 the Premises, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County to conduct County business. Notwithstanding any smoking prohibition set forth by County ordinance, SLORTA may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.

**23. Drug Free Workplace:** SLORTA and its employees will comply with all laws related to a drug free workplace. Neither SLORTA nor its employees will unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of SLORTA's facilities or County's facilities or work sites.

**24. Illegal Harassment Warranty:** SLORTA has a duty and obligation to fully train its employees regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

**25. SLORTA's Responsibility for Compliance:** SLORTA 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 SLORTA, and if SLORTA does not make a timely objection to County during course of legislative process, SLORTA will be deemed to have waived any right to object at a later time and waives all damages flowing therefrom. SLORTA shall and does hereby assume responsibility for payment of any and all licenses applicable to SLORTA's operation on the Premises.

**26. Non-Discrimination:** SLORTA 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.

**27. Americans With Disabilities Act:** SLORTA shall be responsible for alterations to the Premises which are 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.

**28. Public Records:** Any and all written information submitted to and/or obtained by County from SLORTA 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 SLORTA hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under SLORTA, 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

**29. Business Hours:** It is understood and agreed that the hours of SLORTA's business operations shall be defined in SLORTA's permit with the City. If required by the City or another governmental/regulatory agency, SLORTA shall propose idle reduction strategies, air pollution control strategies, and noise-reduction techniques in its permit that will go into effect at the time the permit is executed in order to reduce noise and/or pollution impacts.

**30. Indemnification:** To the fullest extent permitted by law, SLORTA 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 SLORTA'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.

**31. Insurance:** SLORTA shall obtain and maintain for the entire term of the Lease and SLORTA shall not perform any work under this Lease until after SLORTA 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. SLORTA shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

a. **Commercial Liability Insurance:** SLORTA shall maintain in full force and 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 SLORTA'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 SLORTA has any employees, SLORTA is required to be insured against liability for workers' compensation or to undertake self-insurance. SLORTA agrees to comply with such provisions before commencing the performance of this Lease.

c. **Primary Coverage.** For any claims related to this Lease, SLORTA'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 SLORTA's insurance and shall not contribute with it.

d. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

e. **Waiver of Subrogation.** SLORTA hereby grants to County a waiver of any right to subrogation which any insurer of said SLORTA may acquire against the County by virtue of the payment of any loss under such insurance. SLORTA 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 SLORTA'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. **Certification of Coverage:** Within fifteen (15) calendar days of the first day of the commencement date of this Lease, SLORTA 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 SLORTA 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 SLORTA may be held responsible for payment of damages resulting from SLORTA's services or operations pursuant to this Lease. Further, County's act of acceptance of an insurance policy does not waive or relieve SLORTA's obligations to provide the insurance coverage required by the specific written provisions of this Lease.

32. **Effect of Failure or Refusal:** If SLORTA 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.

33. **Taxes:** As a qualified joint powers agency, the County Assessor's Office has determined that SLORTA shall not be liable for possessory interest taxes or personal property taxes.

34. **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 SLORTA 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: 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.

**35. Termination and Breach:** 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 SLORTA:

**a.** SLORTA 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.** SLORTA fails to fulfill in a timely and professional manner its legal and contractual obligations under this Lease.

At the discretion of the Director, SLORTA 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.

**36. Waiver of Claim:** SLORTA 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 SLORTA.

**37. Limitation of Actions:** SLORTA shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this Lease. This will 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.

**38. Lost Revenue:** 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 SLORTA for any lost revenues. If SLORTA's business is interrupted, the County shall not be liable to SLORTA for any lost revenues or claims against SLORTA from third parties including, but not limited, to SLORTA's employees.

**39. Eminent Domain:** If the whole of the Premises shall be taken or condemned by 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 SLORTA, 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 SLORTA, 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.

**40. Destruction of Premises:** 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 SLORTA 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.

**41. Hazardous Waste:** SLORTA 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). SLORTA 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 SLORTA'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) SLORTA's failure to comply with any Hazardous Materials law. SLORTA'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 SLORTA 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.

**42. Storm Water Control Plan and Storm Water Management:** SLORTA 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 pertaining to the Premises. Activities performed on the Premises shall conform to the Permit, and SLORTA shall adhere to all

current and future requirements established by the State Board for the County. Further, SLORTA 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 San Luis Obispo, for SLORTA's use of the Premises. SLORTA shall complete and submit to the County by July 1<sup>st</sup> of each year, an annual inspection report as presented in Exhibit "C". In order to verify compliance with the measures in the Permit and the information in the annual report, the SLORTA 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.

**43. Severability:** The invalidity of any provision of this Lease shall not affect the validity, enforceability of any other provisions of this Lease.

**44. Law:** 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. Venue:** 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. Authority to Lease:** Any individual executing this Lease on behalf of SLORTA represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the SLORTA, and that this Lease is binding upon SLORTA in accordance with its terms.

**47. 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 accrued shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to SLORTA 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.

**48. Assignment of Lease:** SLORTA will not assign, transfer, or delegate this Lease or any interest therein without the prior written consent of Director and any such assignment, transfer, or delegation without the Director's written approval will 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 will not terminate this Lease.

**49. Entire Agreement and Modifications:** This Lease and the attached Exhibits herein 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 SLORTA and County.

//////////////////NOTHING FURTHER EXCEPT SIGNATURES PAST THIS POINT////////////////  
////////////////

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**COUNTY OF SAN LUIS OBISPO**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_  
Chairperson of the Board of Supervisors

By: \_\_\_\_\_  
\_\_\_\_\_  
Geoff Straw, Executive Director  
Date: \_\_\_\_\_

APPROVED BY THE BOARD OF SUPERVISORS

This \_\_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST:  
\_\_\_\_\_  
\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

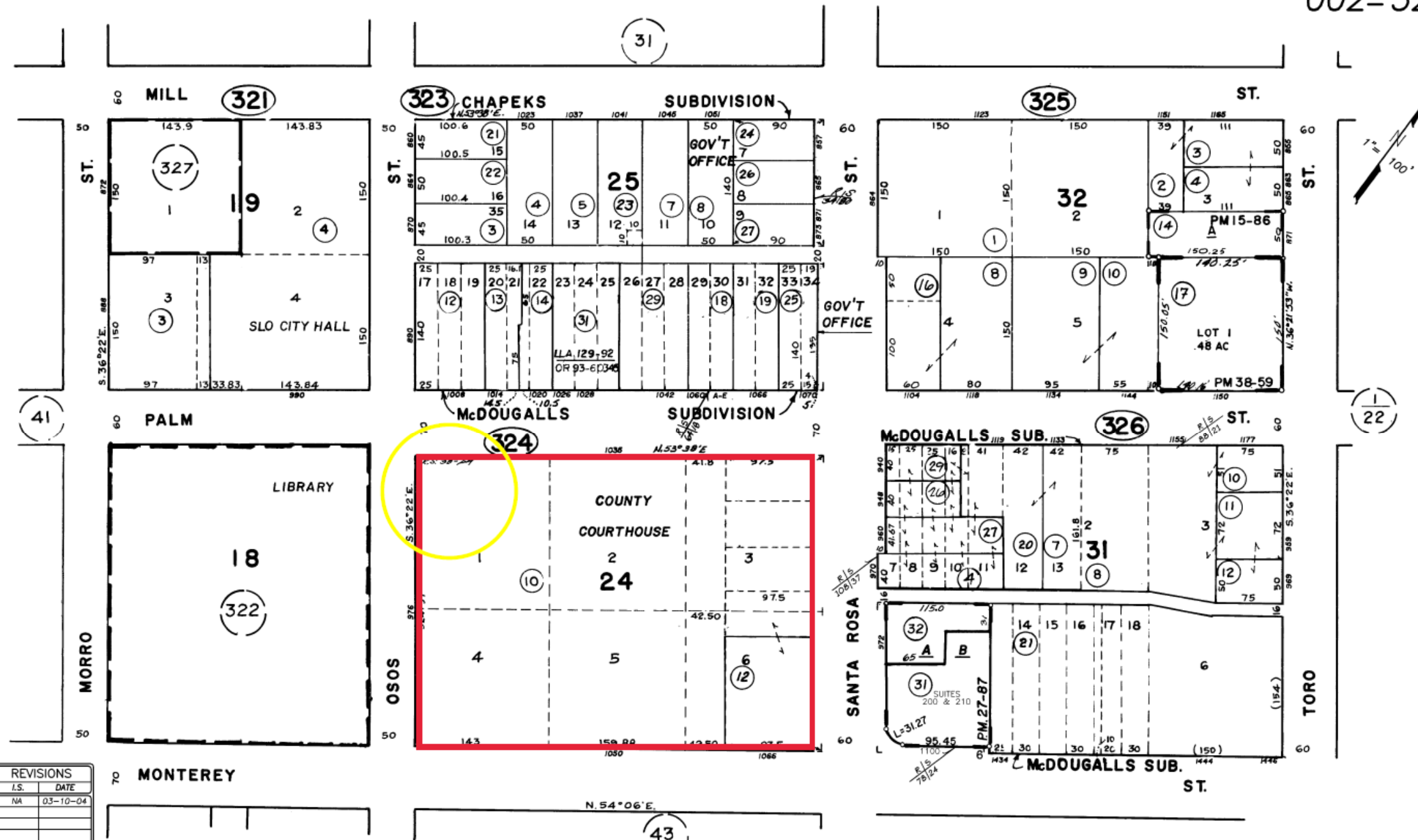
RITA L. NEAL  
County Counsel

By: \_\_\_\_\_  
\_\_\_\_\_  
Deputy County Counsel

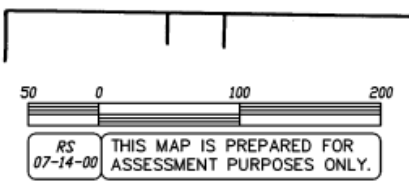
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SAN LUIS OBISPO COUNTY GOVERNMENT CENTER PARCEL**

002-32



REVISIONS	
I.S.	DATE
NA	03-10-04

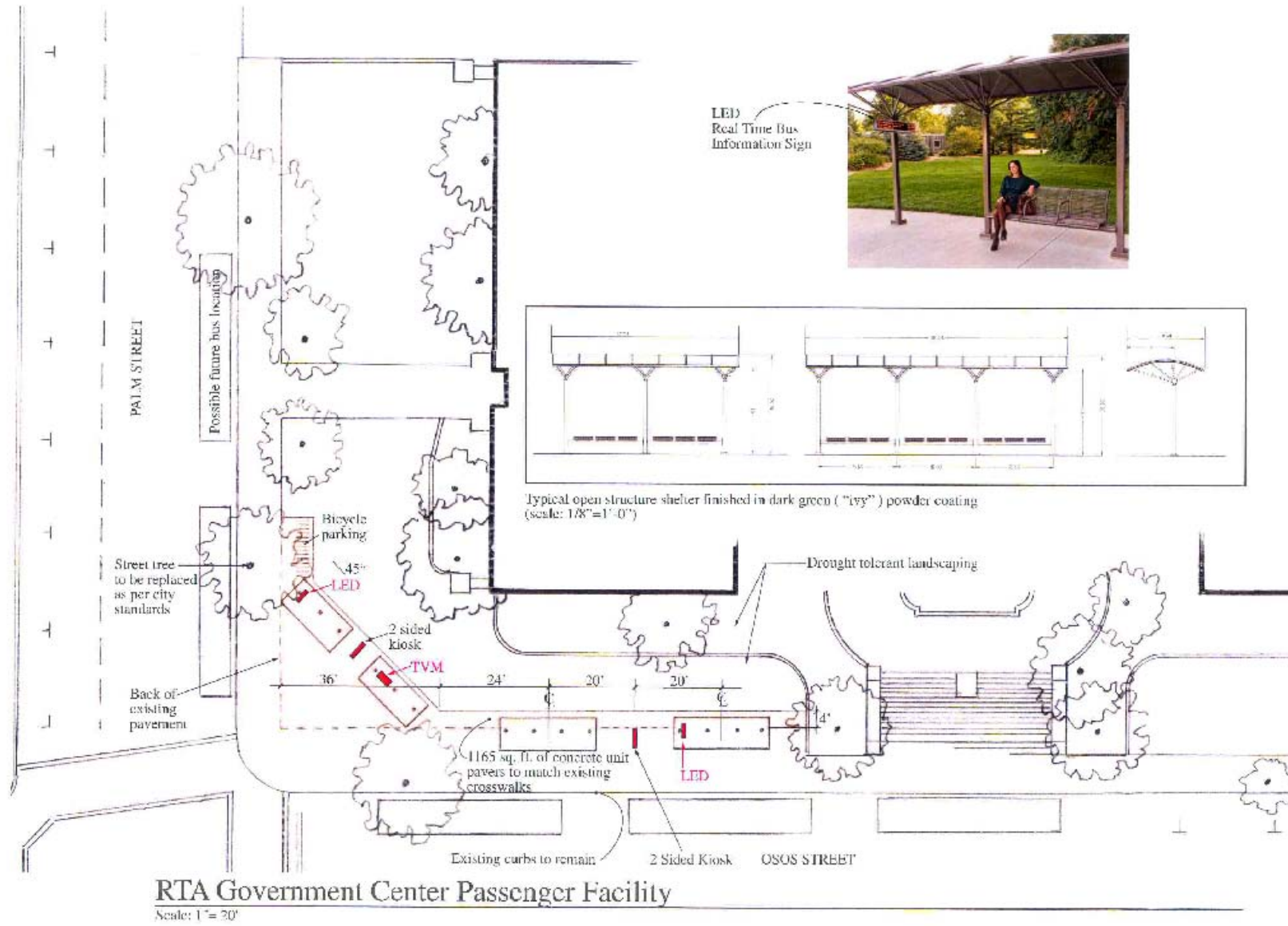


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CITY OF SAN LUIS OBISPO  
 ASSESSOR'S MAP, COUNTY OF  
 SAN LUIS OBISPO, CA.  
 BOOK 002 PAGE 32



**EXHIBIT "B"**  
**SITE PLAN**



ROBERT RADEMAKER  
**DESIGN**  
ARCHITECTURE  
179A CROSS STREET  
SAN LUIS OBISPO, CA 93401

CLIENT:  
  
**REGIONAL TRANSIT AUTHORITY**  
179A Cross Street  
San Luis Obispo, CA 93401

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

SHEET CONTENTS:  
Facility Layout

DRAWN BY: PR/KT  
CHECKED BY: P/R  
DATE: 12-15-16  
REVISED: 02-06-17  
02-14-17

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAN LUIS OBISPO'S DESIGN STANDARDS SPECIFICATIONS AND ORDINANCES. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN LUIS OBISPO. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT. THE DESIGNER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND THE CALIFORNIA HIGHWAYS AND TRANSPORTATION DEPARTMENT.

JOB NO.: RIA-1601

SHEET NO.:  
**1** OF 1

## Stormwater Facility Site Inspection Report

General Information		
<b>Facility Name:</b>	<b>Facility Location or Description:</b>	
<b>County Facility Code &amp; APN:</b>	<b>Date of Inspection:</b>	
<b>Inspector's Name(s), Title(s) &amp; Phone:</b>	<b>Type of Inspection:</b> <input type="checkbox"/> Regular Maintenance <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event	
<b>Total Site Area:</b>	<b>Total Building Area:</b>	<b>Total Parking Area:</b>
<b>Proximity to Receiving Water: Does the facility discharge directly or adjacent to a 303(d) water body or environmentally sensitive area?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
Weather Information		
<b>Weather at time of this inspection?</b> <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds  <input type="checkbox"/> Other: _____    Temperature: _____		
Site Stormwater Management Information		
<b>Is there a chronic history of spills and leaks?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	<b>Is there evidence of leaks and drips from equipment and machinery?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	
<b>Have any discharges occurred since the last inspection?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	<b>Is there a spill prevention and response team?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	
<b>Are there any discharges at the time of inspection, including non-stormwater related outfall?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	<b>Are appropriate spill containment and cleanup materials kept on site and in convenient locations?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	
<b>Are cleanup procedures for spills followed regularly and correctly?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	<b>Are personnel regularly trained in the used of spill control materials?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <b>If yes, describe:</b>	

	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
2	Are natural resource areas (streams, wetlands, mature trees, etc.) protected with barriers, filtration or other BMP's?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
4	Are storm drain inlets properly protected and are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
5	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
6	Are washout facilities (paint, stucco, concrete) available, clearly marked and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
7	Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
8	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
9	Are non-stormwater discharges (wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 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			<input type="checkbox"/> Yes <input type="checkbox"/> No	
2			<input type="checkbox"/> Yes <input type="checkbox"/> No	
3			<input type="checkbox"/> Yes <input type="checkbox"/> No	
4			<input type="checkbox"/> Yes <input type="checkbox"/> No	
5			<input type="checkbox"/> Yes <input type="checkbox"/> No	
6			<input type="checkbox"/> Yes <input type="checkbox"/> No	

	Material Stored Onsite:	Typical Quantity/Frequency: (ex. – gal/day, lbs/wk)	Is Stored Material Likely to Generate Pollutants?	Corrective Action Needed and Notes:
7			<input type="checkbox"/> Yes <input type="checkbox"/> No	
8			<input type="checkbox"/> Yes <input type="checkbox"/> 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* (*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:
A	<b>Vehicle and Equipment Fueling: (Ref. SC-20)</b> <ul style="list-style-type: none"> <li>Are areas free of spills/leaks/trash, shutoff valves installed, staff training in fueling + cleanup procedures, spill control absorbent materials ready, drains labeled for oil/water separator, sewer, and stormdrain, fuel area cover or overhanging roof?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
B	<b>Vehicle and Equipment Washing/Steam Cleaning: (Ref. SC-21)</b> <ul style="list-style-type: none"> <li>Are areas free of spills/leaks/trash, vehicles cleaned at commercial cleaning facility off-site, washing area clearly marked, signage posted that discharges to stormdrain prohibited, trash containers provided, map of storm drain to prevent discharge of wash water?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
C	<b>Vehicle and Equipment Maintenance and Repair: (Ref. SC-22)</b> <ul style="list-style-type: none"> <li>Are areas free of spills/leaks/trash, idle equipment stored under cover, drip pans used for leaking vehicles/equipment, maintenance areas designed to prevent stormwater pollution, signs painted on stormdrain inlets to prohibit liquid or solid wastes, covered or roofed work area, spill control materials available?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
D	<b>Outdoor Loading or Unloading of Materials: (Ref. SC-30)</b> <ul style="list-style-type: none"> <li>Are areas free of spills/leaks/trash, materials stored inside when feasible, training of staff in transfer of materials + spill management, spill control materials available, dry sweeping of area, storage containers have lids and are in good condition?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
E	<b>Outdoor Container Storage of Liquids: (Ref. SC-31)</b> <ul style="list-style-type: none"> <li>Are areas free of spills/leaks/trash, liquids stored</li> </ul>			<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

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

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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 not described above:			