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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

9:00 a.m.

James R. Mills Building
Board Meeting Room, 10th Floor
1255 Imperial Avenue, San Diego

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ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - September 21, 2017 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Please SILENCE electronics
during the meeting

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



CONSENT ITEMS

- | | | |
|-----|--|----------------|
| 6. | <u>Adoption of the 2018 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule</u>
Action would adopt the 2018 Executive Committee and Board of Directors meeting schedule. | Approve |
| 7. | <u>Investment Report - August 2017</u> | Informational |
| 8. | <u>Unallocated Transportation Development Act (TDA) Funds for Transit-Related Projects</u>
Action would approve the use of \$171,285.69 in unallocated TDA funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon. | Approve |
| 9. | <u>U2 Light Rail Vehicle Disposal Services - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1371.0-17 with EKCO Metals Corp. for the purchase of Disposal Services for the U2 Light Rail Vehicles (LRV). | Approve |
| 10. | <u>Green Line Trolley Stations Improvement Construction Management Services - Work Order Agreement</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2021-CM01 to MTS Doc. No. G2021.0-17 with DHS Consulting, Inc. (DHS) for the Green Line Trolley Stations Improvement Construction Management Services. | Approve |
| 11. | <u>Purchase New Shelters - Green Line Trolley Stations - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1404.0-18 with Next Stage Engineering for the purchase of Station Shelters for the Green Line. | Approve |
| 12. | <u>Pyramid Building Sewer Line Replacement - Ratify Work Order Under a Job Order Contract</u>
Action would ratify the action taken by the Chief Executive Officer (CEO) approving Work Order No. MTSJOC7504-40, under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc. for the sewer line replacement project at the MTS Pyramid Building located at 1695 Main Street and authorizing an additional project contingency of \$25,000 for unforeseen conditions. | Ratify/Approve |
| 13. | <u>San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken By the SD&AE Board of Directors at its Meeting on October 10, 2017</u>
Action would: (1) receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports for information; and (2) ratify actions taken by the SD&AE Board at its quarterly meeting on October 10, 2017. | Receive/Ratify |

CLOSED SESSION

24. a. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8 Possible Action
Property: 5159 Baltimore Drive (Assessor Parcel No. 470-050-16)
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: DJR Companies, LLC
Under Negotiation: Price and Terms of Payment

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. Zero Emission Bus (ZEB) Discussion (Paul Jablonski) Approve/Direct
Action would direct the Chief Executive Officer (CEO) to complete a plan for a zero emission bus (ZEB) pilot program and return to the Board with a recommendation for its implementation.
31. San Diego Metropolitan Transit System Green Line Naming Rights (Paul Jablonski) Approve
Action would authorize the Chief Executive Officer (CEO) to execute an agreement with the Sycuan Casino for the exclusive naming rights of the Green Line in substantially the same format as Attachment A.
32. San Diego Metropolitan Transit System (MTS) Safety Management System Policy Statement (Samantha Leslie) Adopt
Action would adopt the MTS Safety Management System Policy Statement.

REPORT ITEMS

45. Comic-Con 2017 Recap (Rob Schupp and Tom Doogan) Informational
46. 2017 Customer Satisfaction Report (Rob Schupp and Judith McCourt with Redhill Principal) Informational
47. Operations Budget Status Report for August 2017 (Mike Thompson) Informational
60. Chairman's Report Informational
61. Chief Executive Officer's Report Informational
62. Board Member Communications
63. Additional Public Comments Not on the Agenda
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.

64. Next Meeting Date: November 9, 2017

65. Adjournment

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

MINUTES

September 21, 2017

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased].

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:03 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Mr. Roberts moved to approve the minutes of the July 20, 2017, MTS Board of Directors meeting. Ms. Cole seconded the motion, and the vote was 11 to 0 in favor with Mr. Alvarez, Ms. Bragg, Mr. Cunningham and Ms. Salas absent.

3. Public Comments

Martha Welch – Ms. Welch commented about MTS stations not having public restrooms and senior fares only having a one-way option. She commented on the Orange Line trolley ending at American Plaza instead of Santa Fe Depot. Ms. Welch said that she saw a Blue Line trolley with all older trolley cars instead of the new trolley cars.

David Rodger – Mr. Rodger commented that there is a lack of MTS information available to tourists. He said that the MTS information pamphlets he has found do not provide simple information for tourists to utilize while visiting San Diego.

Sara Blodgett – Ms. Blodgett commented on behalf of the San Diego Dance Theater. She stated that her organization puts on trolley dances in collaboration with MTS and the City of San Diego. She said that the dances are brought to a different trolley line every year and this year they will start in Chula Vista, go through National City and end at the Central Library. She asked for everyone to come out to see this year's trolley dances.

Martina Valencia – Ms. Valencia commented that she provided the Board a petition letter regarding Route 894. She said they are requesting to not discontinue Route 894. Ms. Valencia also asked for the addition of service on Route 894 on Saturdays. She said that she has 300 signatures on the petition.

Dan Lobell – Mr. Lobell stated that the bus drivers should kneel down the buses at every stop for riders. He also said that when he gets off the Green Line at Santa Fe Depot, he often sees Uber drivers and regular drivers loading and unloading passengers at the bus stop. Mr. Lobell recommended that there should be officers there monitoring that stop so they can cite those drivers.

CONSENT ITEMS

6. Lease Agreement with Pacific Axe, LLC at 1695 Main Street, San Diego
Action would authorize the Chief Executive Officer (CEO) to execute a Lease Agreement with Pacific Axe, LLC for a lease at 1695 Main Street, San Diego.
7. Phase II Propane Fueling Services at Copley Park Division (CPD) - Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0656.1-16 with Ferrellgas, LP (Ferrellgas) for the provision of propane fueling services.
8. Blue Line Traction Power Substation Installation Design Services - Work Order
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1948-AE-04 to MTS Doc. No. G1948.0-17 with HNTB Corporation for the Blue Line Traction Power Substation (TPSS) installation design services.
9. Uninterruptible Power Supply (UPS) On-Site Repair and Support - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2009.0-17, a Sole Source agreement with Schneider Electric, for on-site support and repair of the current inventory of UPS units located throughout the MTS network including Data Centers, Trolley Stations and Bus Facilities.
10. Orange Line Design Services for Various Track Improvements - Work Order Agreement
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WO1947-AE-05 to MTS Doc. No. G1947.0-17 with HDR Engineering, Inc. (HDR) for track improvement design services.
11. Service and Maintenance of the Hegenscheidt Underfloor Wheel Truing Machine - Sole Source Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL242.0-18, a sole source agreement, for a period of three (3) years with Simmons Machine Tool Corporation (SMTC) for service and maintenance of the Hegenscheidt Underfloor Wheel Truing machine.
12. Light Rail Vehicle (LRV) Pantograph Carbon Strips - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1393.0-17 with Schunk Carbon Technology for the purchase of LRV Pantograph Carbon Strips.
13. Visual Messaging System (VMS) Maintenance (Warranty) and On-Site Parts - Sole Source Contract Award
Action would authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. G2025.0-18 with Daktronics, Inc. for up to a three (3) year period with two (2) one-year options to provide VMS maintenance service and technical support; and (2) Exercise each option year at CEO's discretion.
14. San Diego Metropolitan Transit System (MTS) SAP Tier 3 Production Support Services - Contract Amendments
Action would: (1) Approve increasing the dollar amount of two (2) SAP support services contracts to cover anticipated fiscal year (FY) 2018 expenses; and (2) Ratify one SAP support services contract amendment.

15. Relocation of SDG&E Facilities for the New Orange Line Courthouse Station - Change Orders
Action would: (1) Ratify Construction Change Orders 1-3 and 5-7 to MTS Doc. No. PWL204.0-16, Work Order No. MTSJOC7504-26 with ABC Construction Co., Inc. (ABC), for the relocation of SDG&E facilities; and (2) Authorize the Chief Executive Officer (CEO) to execute Construction Change Order 4 to MTS Doc. No. PWL204.0-16, Work Order No. MTSJOC7504-26 with ABC for relocating the utilities below an existing tunnel.
16. Number Not Used
17. Green Line Shelter Upgrades and Shelter Replacement at the Old Town Transit Center - Work Order
Action would authorize the Chief Executive Officer (CEO) to execute MTSJOC7504-15, PWL204.0-16 with ABC Construction Co. Inc. (ABC) for Green Line shelter upgrades and shelter replacement at the Old Town Transit Center.
18. Orange Line Track Improvements - Change Orders
Action would: (1) Ratify Construction Change Orders 9-10 to MTS Doc. No. PWL211.0-16 for \$84,176.78, which was previously issued under the Chief Executive Officer's (CEO) authority, for Orange Line Track Improvements; and (2) Authorize the CEO to execute Change Order Amendment 11, with Herzog Contracting Corp. (Herzog), for \$74,087.08.
19. Desert Line Lease and Operating Agreement: Amended and Restated BJRR-SDAE-MTS Desert Line Lease and Operating Agreement
Action would authorize the Chief Executive Officer (CEO) to execute and Amended and Restated Desert Line Lease and Operating Agreement by and between Baja California Rail Road, Inc. (BJRR), San Diego & Arizona Eastern Railroad (SDAE), and MTS (MTS Doc. No. S200-13-560.4).
20. Purchase of 20 Class B Propane Powered Paratransit Buses - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0675.0-18, with Creative Bus Sales, for the purchase of up to twenty (20) propane powered Class B paratransit buses.
21. Investment Report - June 2017
22. Investment Report - July 2017

BOARD MEMBER COMMENTS

Ms. Salas requested to pull agenda item number 20 for further discussion.

Mr. Alvarez requested to pull agenda item numbers 6 and 19 for further discussion.

Action on Recommended Consent Items, excluding Items 6, 19 and 20

Ms. Salas moved to approve Consent Agenda Item Nos. 6 – 22, excluding consent items 6, 19 and 20. Ms. Cole seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

DISCUSSION ITEMS:

30. Major Service Changes Recommendations of the Transit Optimization Plan (Denis Desmond)
(TAKEN OUT OF ORDER)

Sharon Cooney, Chief of Staff, began the presentation and noted that the Board Members were provided the most recent proposals for all of the route changes. She said that staff also provided a copy of the Title VI analysis and public comments received through yesterday. Ms. Cooney noted that today is not a public hearing and that staff is asking for a final decision from the Board.

Denis Desmond, Manager of Planning, continued the presentation. He provided a background on the TOP and the processes over the past year. Mr. Desmond reviewed the route frequency improvements and the proposed frequent service network changes. He reviewed the final proposals for Routes 1, 7, 52 (La Mesa/Mid-City); Routes 701, 703, 704, 707, 709 (Chula Vista); Routes 204, 235, 237 (I-15/University City); Routes 83, 84 (Mission Hills, Pt. Loma); Routes 815, 816 (El Cajon); Routes 962, 963, 967, 968 (National City/Paradise Hills); Routes 27, 44, 50, 105, 120 (Clairemont/Kearny Mesa); Routes 14, 854 (Grantville/La Mesa); Routes 35, 923 (Ocean Beach, Pt. Loma); Routes 905, 950 (Otay Mesa); Routes 856, 936 (Rancho SD Village, College Grove); and other changes with route splits, route reductions and route discontinuations. Mr. Desmond explained that the results of the Title VI Analysis showed no disparate impact to minorities or disproportionate burdens to low-income communities based on the definitions in Policy No. 42 adopted by the Board. He added that a full copy of the Title VI Analysis had been provided to each Board member and called out certain elements of the report, including maps for each route and the results. Lastly, he reviewed the proposed actions for this item and asked for questions and comments.

Mr. Hall inquired about Route 834 changes. Mr. Desmond replied that Route 834 was initially proposed to be discontinued; however the proposal has been changed to run this route hourly as a one-way loop around West Santee down Mast Blvd. and coming back around Mission Gorge Road.

PUBLIC COMMENTS

Patricia Paylor – Ms. Paylor commented on Route 83. She stated that she has not spoken to anyone that could use the midday service. She said that it's not a good idea to tether the Route 83 to the 84 and take away the early morning and evening service. Ms. Paylor commented that dozens of people commute early in the morning on these routes to their various jobs, school and appointments.

Paul Williams – This speaker was not present.

Sharon Gehl – Ms. Gehl commented on Route 83. She said that she is in support of maintaining Route 83. She said that if the hours are limited, then people will not be able to use it for work. Ms. Gehl said that if changes are made to Route 83, then it could make it easier for riders and increase ridership on the route. She stated that the community supports keeping full day service of Route 83.

Lynn Parrish – Ms. Parrish commented on Routes 44, 50 and 105 in Clairemont. She asked that there be no changes to Route 50. She made suggestions on how to amend Routes 44 and 105. The suggestions are included in a handout she provided to the Board Members and are also included in the final meeting packet.

Martina Valencia – Ms. Valencia already provided her comments.

Louis Pruitt – Mr. Pruitt commented on Route 901. He provided recommendations for Route 901 including having the bus run until 3:00am and having the bus come to the 12th and Imperial Station at 2:00am. He said that he believes Route 901 would be just as busy as Route 929.

Pam Algea – Ms. Algea commented on Routes 31 and 204. She asked that the routes not be discontinued because it will become harder for the people getting to and from the businesses in that area. She provided alternative options for the routes instead of discontinuation.

Maria Cortez – Ms. Cortez commented on Routes 1, 7, 13, 52, 235 and 955 in City Heights. She stated that the community is very pleased with changes to the routes and they are in full support of the TOP proposal.

Randy Van Vleck – Mr. Van Vleck commented on behalf of the City Heights Community Development Corporation. He stated that they are in support of the TOP. He said the community is especially pleased with Route 235. Mr. Van Vleck stated that they were also pleased with the amount of community engagement during the TOP process.

Anastasia Brewster – Ms. Brewster commented that she lives in City Heights. She stated that she lives near Routes 7 and 955. Ms. Brewster applauded MTS's data driven analysis that has produced improvement recommendations that benefit neighborhoods that are financially contributing the most through their bus fares.

BOARD COMMENTS

Mr. Alvarez inquired for more details related to the Route 905 changes. Mr. Desmond replied and gave a more detailed explanation of the changes that will take place on the route. Mr. Alvarez inquired about Routes 901 and 929 and asked if staff had considered some of the modifications similar to what the public speaker had suggested. Mr. Desmond replied that staff does not have any additional proposals today for those routes, but will continue to look at modifying those routes in the future.

Ms. Zapf commented on Routes 83 and 84. She thanked staff that they were able to preserve the routes on a limited scale instead of a full discontinuation. She also commented on Route 50 and noted that there was miscommunication within the community related to this route and the minimal proposed changes.

Mr. Hall commented on Route 83 and 84 and asked if staff can consider looking into expanding those services in the future.

Ms. Gomez thanked staff for the increase in service for the Mid-City bus routes. She also commented on Route 83 and asked for staff to look at this route closer and see if they can preserve the service at Fort Stockton Drive in Mission Hills. Ms. Cooney commented on Route

83 and noted that staff has been riding that route all week to get a closer look at the dynamics of how people are using the service. She stated that it is unclear whether riders initially wanted the route to go down that street, or if they did not have any other choice when the service was first implemented. She said that staff is hopeful that there will be a lot of people that will now benefit because they will be closer to their jobs. Ms. Cooney also stated that staff will keep a close eye on these changes. Ms. Gomez also commented that there needs to be a strong marketing plan in place to publicize the upcoming changes to the service.

Mr. Goble asked if changes being made today could be changed again in the near future if needed. Mr. Jablonski replied that MTS makes service changes three times per year. Mr. Goble also commented on Route 874/875 and asked if staff knew how many students or adults take those routes. Mr. Desmond replied that it is between 50 and 60 riders that take that segment of service every day. This proposal would shift the route to Jamacha and Main Street, which would take the service right by commercial business causing the estimates in increased ridership.

Mr. Sandke commented on airport service and suggested direct service to the airport from the bayfront hotels. He also asked for reconsideration of service to the landmarks in San Diego. He stated that the Cabrillo Monument service would be worthwhile for tourists and employees.

Action Taken

Mr. Alvarez moved to: (1) Receive a report on proposed major service changes as detailed in Attachment A; (2) Approve the recommendations for TransNet-subsidized Rapid services; and (3) Approve the recommendations for MTS-subsidized transit services. Ms. Rios seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

REPORT ITEMS

45. MTS Efforts in Response to Hepatitis A Outbreak (Paul Jablonski) (TAKEN OUT OF ORDER)

Ms. Cooney provided a presentation on MTS's efforts in response to the Hepatitis A outbreak. She stated that the main areas for action by MTS is the protection for MTS customers; protection for front line MTS employees; and assisting in efforts by other agencies to contain the outbreak in the general population. Ms. Cooney reviewed the steps MTS has taken including daily cleanings of vehicles and other assets. She also noted that MTS has provided all employees with safety bulletins and various protections for employees such as vaccinations, gloves and cleaning supplies. Ms. Cooney stated that staff has been in communication with the County Health and Human Services Agency (HHSA) for several weeks. MTS has volunteered assistance in siting wash stations and have received specific locations including 8th Street, Grossmont and El Cajon. Lastly, Ms. Cooney presented a news clip showing the work MTS has been doing in response to the outbreak.

Mr. Roberts presented a map related to the Hepatitis A outbreak. He stated that the map displays the homeless count throughout the entire county and the known case locations within the county. He noted that the outbreak is not only in the city, but throughout the entire county. Mr. Roberts stated that it was first discovered in March 2017 at a very low level and has since grown. He said that the incubation period is up to and in excess of 28 days. Mr. Roberts mentioned that the County has vaccinated over 22,000 people. He stated that the vaccinations

are free for people at all County locations and encouraged people to inform their respective cities.

Ms. Zapf inquired when MTS started taking these specific precautions. Ms. Cooney replied that MTS started the extra cleaning precautions approximately four weeks ago. She noted that MTS has always done their regular nightly cleanings on the vehicles. Ms. Zapf asked if people are aware that the antibacterial wipes are not effective since this is a virus and not bacteria. Mr. Roberts stated that warm water and soap is more effective.

Ms. Cole asked about the portable restrooms for bus drivers and whether they are cleaned daily. Ms. Landers replied that they are cleaned six days a week. Ms. Cooney also stated that the restrooms are locked and cannot be accessed by the public.

Ms. Salas thanked Mr. Roberts' staff at the County HHSA and the great work they have done with the communities. Ms. Salas stated that the City of Chula Vista will continue their efforts on encouraging their homeless population to get vaccinated.

Ms. Rios commented that National City received a thorough report from the County HHSA and appreciated the outreach. Ms. Rios asked if it would be possible to look into also placing antiseptic cleaning stands at stations for people to use.

Mr. Alvarez asked if the contracted buses were being cleaned the same way as the MTS buses. Ms. Cooney replied that they are taking identical protocols and being cleaned the same way. Mr. Alvarez also suggested looking into getting teams to do vaccinations at the trolley and transit stations.

Ms. Gomez commented that it would be great to see vaccinations offered at public transit centers. She agreed with Ms. Rios' suggestion of looking into putting antiseptic cleaning stands at transit stations in addition to the hand washing stations. Ms. Gomez asked if the restrooms in this building were open 24 hours, and if they weren't, she asked if the restrooms could be opened for 24 hours. Ms. Cooney replied that the restrooms are only open when the building is open due to security restrictions. Ms. Gomez said that she would like to explore putting a portable restroom outside for people to use 24 hours per day. Ms. Cooney stated that the City is currently putting restrooms in strategic locations and MTS is relying on the City to tell us if that is something they would like to do at this location.

PUBLIC COMMENTS

Mark Robak – Mr. Robak commented on the Hepatitis A outbreak. He said that his place of business is next to the La Mesa Trolley Station and has issues with people urinating and defecating outside of his business. He stated that there are no restrooms at the trolley stations and believes that there should be restrooms at all trolley stations.

Action Taken

No action taken. Informational item only.

CONSENT AGENDA ITEMS – CONTINUED

Chairman Mathis revisited consent items 6, 19 and 20 for further discussion.

CONSENT ITEM 6: Lease Agreement with Pacific Axe, LLC at 1695 Main Street, San Diego
Action would authorize the Chief Executive Officer (CEO) to execute a Lease Agreement with Pacific Axe, LLC for a lease at 1695 Main Street, San Diego.

Mr. Alvarez asked for additional information about consent item number 6. Karen Landers, General Counsel, replied and further discussed details of the property location related to the item.

Action on Recommended Consent Item 6

Mr. Alvarez moved to approve Consent Agenda Item No. 6. Mr. Roberts seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

CONSENT ITEM 19: Desert Line Lease and Operating Agreement: Amended and Restated BJRR-SDAE-MTS Desert Line Lease and Operating Agreement
Action would authorize the Chief Executive Officer (CEO) to execute and Amended and Restated Desert Line Lease and Operating Agreement by and between Baja California Rail Road, Inc. (BJRR), San Diego & Arizona Eastern Railroad (SDAE), and MTS (MTS Doc. No. S200-13-560.4).

Mr. Alvarez inquired about consent item number 19. He asked for the differences that were made to the lease from the previous version. Ms. Landers responded and explained the differences in the lease. She stated that we kept most of what we agreed to in December 2012. Ms. Landers said the main changes include restarting the 99 year term; it doesn't make any changes to compensation, but deleted a section about collateral revenue, which is to MTS's benefit; and it starts the escalation of the minimum payment after the customs inspection facility approval date.

Action on Recommended Consent Item 19

Mr. Alvarez moved to approve Consent Agenda Item No. 19. Mr. Sandke seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

CONSENT ITEM 20: Purchase of 20 Class B Propane Powered Paratransit Buses - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0675.0-18, with Creative Bus Sales, for the purchase of up to twenty (20) propane powered Class B paratransit buses.

Ms. Salas inquired about consent item number 20. She asked if there was a plan in place to electrify our bus fleet. Mr. Jablonski replied that we are not planning on electrifying our bus fleet at this time. He stated that staff has been working with the California Air Resources Board (CARB) for the last two and a half years regarding the proposed Zero Emission Bus (ZEB) mandate. Mr. Jablonski stated that CARB agrees that the economic issues specific to southern California make it very difficult to deploy electric buses economically. He stated that the purchase of these buses today is for our regular fleet and there are no guaranteed maximum

amounts that we are committing to. He noted that if we wanted to transition to electric buses, we can do that without violating the contracts today. Mr. Jablonski further discussed the details as to why MTS is not ready to embrace electric buses at this time, including various operational issues and cost. Ms. Salas commented that she would like to have additional ZEB information provided in a report to the Board. Mr. Jablonski stated that he could bring back a more detailed presentation on this topic at either the October or November Board meeting.

Ms. Cole commented that she would also like to see the ZEB discussion as a report in a future Board meeting.

Mr. Roberts commented that Mr. Jablonski has spent a lot of time working with CARB related to the proposed ZEB mandate. He stated that MTS is already almost 50% electrified system wide with the operations of our trolley system. Mr. Roberts stated that we need to possibly start thinking of how to implement a pilot program, because the technology is not ready for a full scale implementation. He noted that we will need to look for grant funding to help subsidize the pilot program too.

Ms. Gomez asked for additional information to be provided to the Board and also asked if CARB staff could attend the meeting and provide their own presentation too.

Mr. Alvarez agreed that he would like to hear additional information about electrifying the bus fleet and looks forward to hearing more at the next meeting. He stated that technology is moving in the direction of electric vehicles and MTS needs to be ready and well informed to move in that direction and not left behind.

Action on Recommended Consent Item 20

Ms. Salas moved to approve Consent Agenda Item No. 20. Mr. Hall seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

DISCUSSION ITEMS:

31. 40-Foot Low-Floor Compressed Natural Gas (CNG) Transit Buses - Contract Award (Bill Spraul)
(TAKEN OUT OF ORDER)

Action to waive the staff reports: Mr. McWhirter moved to waive this staff report. Mr. Hall seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

PUBLIC COMMENTS – ITEMS 31 & 32

David Gruhb – Mr. Gruhb commented on behalf of the Sierra Club. He offered to bring in one of their experts to the October Board meeting and provide a substantive presentation of what the pros and cons are from the perspective of the environmental side.

Margo Tanguay – Ms. Tanguay stated that when San Diego had a black out several years ago, there were no working cell phones, televisions, trolleys, etc. She stated that the only things working were the buses and the Sprinter. Ms. Tanguay said that the community needs emergency transportation in case the electricity is out.

Gretchen Newsom – Ms. Newsom commented on behalf of the IBEW 569. She stated that she would like to raise red flags related to these agenda items. She said that MTS has previously been a leader in transitioning to CNG and reducing air pollution levels, but is now instead asking the Board to lock themselves into contracts with CNG buses. CNG buses are no longer the best options available. Ms. Newsom stated that implementing a zero emission public transit fleet will reduce greenhouse gases and toxic pollution throughout the communities. She noted that LA Metro just recently announced that they will be transitioning to 100% zero emission buses by 2030.

Action Taken

Mr. Hall moved to authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. B0660.0-17 with Gillig, LLC for the purchase of 250 40-foot, low-floor CNG transit buses; and (2) Make additional purchases of up to 100 option buses for a period not to exceed five years from the date of the initial contract with Gillig, LLC. All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding. Mr. McWhirter seconded the motion, and the vote was 11 to 2 in favor with Mr. Alvarez and Ms. Gomez voting no and Ms. Bragg and Mr. Cunningham absent.

32. 60-Foot Low-Floor Compressed Natural Gas (CNG) Transit Buses - Contract Award (Bill Spraul)
(TAKEN OUT OF ORDER)

Action to waive the staff reports: Mr. McWhirter moved to waive this staff report. Mr. Hall seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

Action Taken

Mr. Hall moved to authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. B0661.0-17 with New Flyer of America, Inc. (New Flyer) for the purchase of up to 30 60-foot, low-floor articulated CNG buses plus associated contract spare parts, manuals, training, tools and diagnostics, and use tax payments; and (2) Make additional purchase of up to 20 option buses for a period not to exceed five years from the date of the initial contract with New Flyer. All purchases would be contingent upon the successful completion of the federally required Buy America audit and available funding. Mr. McWhirter seconded the motion, and the vote was 11 to 2 in favor with Mr. Alvarez and Ms. Gomez voting no and Ms. Bragg and Mr. Cunningham absent.

REPORT ITEMS

46. Comic-Con 2017 Recap (Rob Schupp and Tom Doogan) (TAKEN OUT OF ORDER)

This report was deferred to next month.

Action Taken

No action taken. Informational item only.

47. Operations Budget Status Report for June 2017 (Mike Thompson) (TAKEN OUT OF ORDER)

This report was waived.

Action Taken

Mr. McWhirter moved to waive and receive the report. Mr. Hall seconded the motion, and the vote was 13 to 0 in favor with Ms. Bragg and Mr. Cunningham absent.

CLOSED SESSION – PUBLIC COMMENTS

Miguel Aguirre – Mr. Aguirre commented on closed session item 24b. He stated that this case has had a lot of discovery materials presented supporting their case. He asked for the Board to please look at and consider their settlement offer to MTS.

CLOSED SESSION

24. Closed Session Items

The Board convened to Closed Session at 11:40 a.m.

- a. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Property: Federal Blvd. (APN 541-611-27-00); 1348 47th St. (APN 541-611-16-00); 47th St. (APN 541-611-09-00); 1344 47th St. (APN 541-611-08-00); 47th St. (APN 541-611-11-00); Federal Blvd. (APN 541-611-10-00); 47th St. (APN 541-611-12-00); 47th St. (APN 541-611-14-00); 47th St. (APN 541-611-13-00); 47th St. (APN 541-611-15-00)
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers; General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: Coca-Cola Bottling Co of Los Angeles & BCI Coca-Cola Bottling Company of Los Angeles
Under Negotiation: Price and Terms of Payment
- b. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(1) San Diego Metropolitan Transit System v. Grand Central West LLC and related cross-complaints (San Diego Superior Court Case No. 37-2014-00044014-CU-OR-CTL)

The Board reconvened to Open Session at 12:15 p.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a report from staff and gave instructions.
- b. The Board received a report from counsel and gave instructions.

BOARD MEMBER COMMENTS

Ms. Salas and Ms. Rios stated that they would like to change their votes on item numbers 31 and 32 to a no vote and inquired if that was possible. Ms. Landers replied that she would research the MTS Board bylaws to confirm if it is possible to adjust their votes after the vote had been registered.

NOTICED PUBLIC HEARINGS

25. None.

60. Chairman's Report

There was no Chairman's report.

61. Chief Executive Officer's Report

There was no Chief Executive Officer's report.

62. Board Member Communications

There were no Board Member Communications.

63. Additional Public Comments on Items Not on the Agenda

Elodia Villa – This speaker was not present.

Lorraine Leighton – Ms. Leighton commented that there are a lot of homeless people in El Cajon gathering at the old police station. She said that she wanted to bring it to the Board's attention so people can go out and see if these people have been offered vaccinations or had their vaccinations yet.

Louis Pruitt – This speak was not present.

64. Next Meeting Date

The next regularly scheduled Board meeting is October 19, 2017.

65. Adjournment

Chairman Mathis adjourned the meeting at 12:20 p.m.

/s/ Harry Mathis
Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

/s/ Julia Tuer
Clerk of the Board
San Diego Metropolitan Transit System

/s/ Karen Landers
General Counsel
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): September 21, 2017

CALL TO ORDER (TIME): 9:03 a.m.

RECESS: _____

RECONVENE: _____

CLOSED SESSION: 11:40 a.m.

RECONVENE: 12:15 p.m.

PUBLIC HEARING: _____

RECONVENE: _____

ORDINANCES ADOPTED: _____

ADJOURN: 12:20 p.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ALVAREZ	<input checked="" type="checkbox"/> (Cate) <input type="checkbox"/>	9:11 a.m.	12:15 p.m.
ARAMBULA	<input checked="" type="checkbox"/> (Mendoza) <input type="checkbox"/>	9:03 a.m.	12:15 p.m.
BRAGG	<input type="checkbox"/> (Spriggs) <input type="checkbox"/>		
COLE	<input checked="" type="checkbox"/> (Cate) <input type="checkbox"/>	9:03 a.m.	12:15 p.m.
CUNNINGHAM	<input type="checkbox"/> (Mullin) <input type="checkbox"/>		
GOMEZ	<input checked="" type="checkbox"/> (Cate) <input type="checkbox"/>	9:03 a.m.	12:15 p.m.
HALL	<input checked="" type="checkbox"/> (TBD) <input type="checkbox"/>	9:03 a.m.	12:20 p.m.
MATHIS	<input checked="" type="checkbox"/>	9:03 a.m.	12:20 p.m.
MCCLELLAN	<input type="checkbox"/> (Goble) <input checked="" type="checkbox"/>	9:03 a.m.	12:20 p.m.
MCWHIRTER	<input checked="" type="checkbox"/> (Arapostathis) <input type="checkbox"/>	9:03 a.m.	12:15 p.m.
RIOS	<input checked="" type="checkbox"/> (Sotelo-Solis) <input type="checkbox"/>	9:03 a.m.	12:20 p.m.
ROBERTS	<input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:03 a.m.	12:20 p.m.
SALAS	<input checked="" type="checkbox"/> (Diaz) <input type="checkbox"/>	9:05 a.m.	12:20 p.m.
SANDKE	<input checked="" type="checkbox"/> (Donovan) <input type="checkbox"/>	9:03 a.m.	12:20 p.m.
ZAPF	<input checked="" type="checkbox"/> (Cate) <input type="checkbox"/>	9:03 a.m.	12:15 p.m.

SIGNED BY THE CLERK OF THE BOARD: Julia Turner

CONFIRMED BY THE GENERAL COUNSEL: John Chas



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

ADOPTION OF THE 2018 SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS MEETING SCHEDULE

RECOMMENDATION:

That the Board of Directors adopt the 2018 Executive Committee and Board of Directors meeting schedule (Attachment A).

Budget Impact

None.

DISCUSSION:

The MTS Board of Directors annually adopts its meeting schedule for the next calendar year. The meeting schedule reflects Executive Committee and Board of Directors meetings throughout the 2018 calendar year (Attachment A). Meetings are scheduled to primarily occur on the first and second Thursdays of every month, with some exceptions due to conferences, holidays and other conflicts.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. 2018 MTS Executive Committee and Board of Directors Meeting Schedule



**2018
SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**JOINT BOARD OF DIRECTORS AND
EXECUTIVE COMMITTEE MEETINGS
James R. Mills Building
1255 Imperial Avenue, 10th Floor**

Executive Committee Meetings Thursdays at 9:00 a.m.	Board Meetings Thursdays at 9:00 a.m.
January 11	January 18
February 1	February 8
March 1	March 8 (Finance Workshop)
April 5	April 12 (Finance Workshop)
May 3	May 10 (Public Hearing)
June 7	June 14
July 12	July 26
August 2	August 9
September 6	September 20
October 4	October 11
November 1	November 8
December 6	December 13

* The League of California Cities is holding the 2017 Annual Conference & Expo September 12-14.

* The APTA 2018 Annual meeting will be September 23-26.

DRAFT 2018 MTS EC & BOARD MEETING SCHEDULE - 1





1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

INVESTMENT REPORT – AUGUST 2017

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of August 31, 2017. The combined total of all investments has increased month to month from \$85.8 million to \$93.9 million. This \$8.1 million increase is attributable to the receipt of \$3.7 million in State Transit Assistance (STA) funds, as well as normal timing differences in other payments and receipts, specifically \$7.8 million in Transportation Development Act (TDA) funds for July that were received August 2nd. These additional revenues were partially offset by \$3.0 million in capital expenditures.

The first column provides details about investments restricted for capital improvement projects.

The second column, unrestricted investments, reports the working capital for MTS operations allowing payments for employee payroll and vendors' goods and services.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Investment Report for August 2017



**San Diego Metropolitan Transit System
Investment Report
August 31, 2017**

	Restricted	Unrestricted	Total	Average rate of return
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	22,243,131	22,243,131	0.00%
Total Cash and Cash Equivalents	-	22,243,131	22,243,131	
Cash - Restricted for Capital Support				
US Bank - retention trust account	2,303,606	-	2,303,606	N/A*
San Diego County Investment Pool				
Proposition 1B TSGP grant funds	5,892,179	258,188	6,150,367	
Total Cash - Restricted for Capital Support	8,195,785	258,188	8,453,973	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	8,521,398	54,688,476	63,209,874	1.084%
Total Investments - Working Capital	8,521,398	54,688,476	63,209,874	
 Total cash and investments	 \$ 16,717,183	 \$ 77,189,795	 \$ 93,906,978	



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

UNALLOCATED TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS FOR
TRANSIT-RELATED PROJECTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the use of \$171,285.69 in unallocated TDA funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon.

Budget Impact

The use of unallocated TDA funds set aside by the County for transit-related projects in various jurisdictions would have no impact on MTS's operating or capital budgets. The total available unallocated TDA held for the benefit of the City of El Cajon would be reduced by \$171,285.69 resulting in a remaining balance of \$190,441.31 held by the County for future transit-related projects pending MTS Board approval.

DISCUSSION:

On September 28, 2017, MTS received a request from the City of El Cajon (Attachment A) for \$171,285.69 of the City of El Cajon's portion of unallocated TDA held by the County to reimburse the City of El Cajon's fiscal year 2016/2017 transit related expenditures. The expenses cover salaries and benefits, graffiti removal, and repair/maintenance of existing facilities.

The total available City of El Cajon unallocated TDA funds, totaling \$361,727 will be reduced by \$171,285.69 resulting in a remaining balance of \$190,441.31 held by the County for future City of El Cajon transit-related projects.



Therefore, staff recommends that the MTS Board of Directors approve the use of \$171,285.69 in unallocated TDA funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Request from City of El Cajon



Public Works



September 14, 2017

Tom Lynch
Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

Dear Mr. Lynch:

The following information is submitted for review in consideration of the City of El Cajon utilizing a portion of our transit reserve fund for the following:

<u>Description</u>	<u>Expenditures</u>
Operating Expenses to Repair & Replace Existing Facilities	\$262,168.69
Subtotal	\$262,168.69
Previously Requested	- \$90,883.00
Transit Reserve Fund Request	\$171,285.69

Attached are the budget documents approved by the El Cajon City Council, the Project Transaction Analysis, the Expenditure Audit Trail and the Expenditure Status Report. The City had previously requested \$90,883. The \$171,285.69 represents the difference between \$262,168.69 and the \$90,883 previously requested.

Should you require any additional information as you prepare the agenda report for the board's approval please contact me directly at (619) 441-5598. Your assistance processing our request is appreciated, and I look forward to hearing from you soon.

Sincerely,

Elizabeth A.S. Schofer
Senior Management Analyst

Attachments: Transit Budget for FY 2016-17
Expenditure Status Report
Expenditure Audit Trail

City of El Cajon • 200 Civic Center Way • El Cajon, CA 92020

(619) 441-1653 • Fax (619) 579-5254

www.cityofelcajon.us

CITY OF EL CAJON
200 CIVIC CENTER WAY
EL CAJON, CA 92020-3916

PHONE: 619-441-1668x
FAX: 619-588-1190x

Customer Number: 0000000212

METROPOLITAN TRANSIT SYSTEM
ATTN: TOM LYNCH
1255 IMPERIAL AVENUE, SUITE 900
SAN DIEGO, CA 92101

INVOICE: PW00000122 Att. A, Al 8, Pay 19/17
Date: Sep 18, 2017 of 1

Service: INVOICE-PUBLIC WORKS
Customer PO:
Customer Ph: 619- -
Terms: NET 30 DAYS

Due Date: Oct 18, 2017

Service Address:

METROPOLITAN TRANSIT SYSTEM
FRED BYLE
1255 IMPERIAL AVENUE, SUITE 900
SAN DIEGO, CA 92101-7492

Description	Qty	Unit Price	Total Price	Tax
-------------	-----	------------	-------------	-----

FISCAL YEAR 2016 - 2017
TDA EXPENDITURES

AMOUNT DUE	1.00	171,285.69	171,285.69	N
------------	------	------------	------------	---

IF YOU HAVE ANY QUESTIONS, PLEASE
BETSY SCHOER AT 619-441-5598

IF YOU HAVE ANY QUESTIONS
REGARDING THIS INVOICE, PLEASE
CALL PUBLIC WORKS
(619) 441-5598.

PLEASE NOTE OUR OFFICE HOURS-
MONDAY-THURSDAY 7:30AM-5:30PM
ALTERNATING FRIDAY 8AM-5PM.

Total Charges:	171,285.69
Total Tax:	0.00

Total Invoice:	171,285.69
Payments:	0.00
Adjustments:	0.00
Total Due:	171,285.69

ACTIVITY NO: 213000

EXPENDITURE SUMMARY	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 AMENDED BUDGET	2015-2016 EST. ACTUAL	2016-2017 PROPOSED
SALARIES & BENEFITS	87,372	88,459	96,218	93,341	136,651
MAT'L, SVC & SUPPLIES	82,247	86,668	124,646	111,596	130,571
CAPITAL OUTLAY	142,582	-	-	-	64,700
OTHER FINANCING USES	720,308	2,302	225,000	3,785	218,690
TOTAL	<u>1,032,509</u>	<u>177,429</u>	<u>445,864</u>	<u>208,722</u>	<u>550,612</u>

DETAIL OF PERSONNEL SERVICES				
JOB CLASSIFICATION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 PROPOSED
City Traffic Engineer	0.25	0.25	0.25	0.25
Senior Management Analyst	0.05	0.05	0.05	0.05
Associate Engineer	0.05	0.05	0.05	0.05
Senior Engineering Technician	0.10	0.10	0.05	0.05
Public Works Inspector	0.10	0.10	0.10	0.10
Engineering Technician	0.00	0.00	0.05	0.05
Administrative Secretary	0.05	0.05	0.05	0.05
Public Works Supervisor	0.00	0.00	0.00	0.05
Public Works Equipment Operator	0.00	0.00	0.00	0.05
Public Works Maintenance Worker II	0.05	0.05	0.05	0.10
TOTAL	<u>0.70</u>	<u>0.70</u>	<u>0.70</u>	<u>0.80</u>

PAGE NUMBER: 1
EXPSTALL

CITY OF EL CAJON
EXPENDITURE STATUS REPORT

SPI
DATE: 09/14/2017
TIME: 09:55:46
SELECTION CRITERIA: expldgr.key_orgn='213000'
ACCOUNTING PERIOD: 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT
TOTALLED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL
PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND-213 TRANSIT
BUDGET ACTIVITY-213000 TRANSIT TDA ARTICLE 4
1ST SUBTOTAL-7000 SALARIES AND BENEFITS

ACCOUNT	--- TITLE ---	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
7110	SALARIES	78,680.00	2,367.58	.00	60,589.35	18,090.65	77.01
7120	OVERTIME	500.00	.00	.00	36.75	463.25	7.35
7130	VACATION/SICK CONVERSION	1,222.00	.00	.00	2,178.54	-956.54	178.28
7170	STIPEND	.00	.00	.00	700.00	-700.00	.00
7310	PERS (EMPLOYER)	29,709.00	1,757.21	.00	23,744.75	5,964.25	79.92
7312	POST RETIREMENT BENEFITS	3,343.00	.00	.00	3,343.00	.00	100.00
7315	MEDICARE TAX	1,338.00	37.31	.00	1,014.90	323.10	75.85
7325	CAFETERIA	14,760.00	.00	.00	8,911.04	5,848.96	60.37
7335	WORKERS COMPENSATION	6,677.00	135.82	.00	3,252.40	3,424.60	48.71
7340	LIFE INSURANCE	186.00	.00	.00	155.63	30.37	83.67
7345	LTD INSURANCE	162.00	.00	.00	151.72	10.28	93.65
7350	STD INSURANCE	74.00	.00	.00	68.12	5.88	92.05
	TOTAL SALARIES AND BENEFITS	136,651.00	4,297.92	.00	104,146.20	32,504.80	76.21
1ST SUBTOTAL-8000 MATERIALS, SVC & SUPPLIES							
8160	OPERATING SUPPLIES	1,200.00	373.94	.00	1,497.48	-297.48	124.79
8336	INTERNAL ENG DESIGN	10,000.00	.00	.00	.00	10,000.00	.00
8510	OVERHEAD REIMBURSEMENT	24,071.00	.00	.00	24,071.00	.00	100.00
8522	ADVERTISING	250.00	.00	.00	.00	250.00	.00
8538	GRAFFITI REMOVAL	20,000.00	.00	.00	14,700.00	5,300.00	73.50
8560	PERMITS AND FEES	50.00	.00	.00	.00	50.00	.00
8576	REPAIRS AND MAINTENANCE	75,000.00	2,839.58	.00	34,793.15	40,206.85	46.39
	TOTAL MATERIALS, SVC & SUPPLI	130,571.00	3,213.52	.00	75,061.63	55,509.37	57.49
1ST SUBTOTAL-9000 CAPITAL OUTLAY							
9065	INFRASTRUCTURE	64,700.00	.00	.00	.00	64,700.00	.00
	TOTAL CAPITAL OUTLAY	64,700.00	.00	.00	.00	64,700.00	.00
1ST SUBTOTAL-9900 OTHER FINANCING USES							
9910	TRANSFER OUT	218,690.00	.00	.00	82,960.86	135,729.14	37.94
	TOTAL OTHER FINANCING USES	218,690.00	.00	.00	82,960.86	135,729.14	37.94
	TOTAL TRANSIT TDA ARTICLE 4	550,612.00	7,511.44	.00	262,168.69	288,443.31	47.61
	TOTAL TRANSIT	550,612.00	7,511.44	.00	262,168.69	288,443.31	47.61
	TOTAL REPORT	550,612.00	7,511.44	.00	262,168.69	288,443.31	47.61

PAGE NUMBER: 1
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

SPI
DATE: 09/14/2017
TIME: 09:55:21

SELECTION CRITERIA: expmgr.key_orgn='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
213-12-31-30-213-000-213000 - TRANSIT TDA ARTICLE 4									
7110					.00	.00		.00 BEGINNING BALANCE	
07/01/16	11-1				78,680.00			POSTED FROM BUDGET SYSTEM	
07/08/16	22-1					2,294.06		PAYROLL CHARGES	
07/08/16	19-1		1-0114			-2,130.20		PPE07012016 ACCRUAL	
07/22/16	22-1					2,395.05		PAYROLL CHARGES	
08/05/16	22-2					2,403.88		PAYROLL CHARGES	
08/19/16	22-2					2,403.90		PAYROLL CHARGES	
09/02/16	22-3					2,403.89		PAYROLL CHARGES	
09/16/16	22-3					2,398.08		PAYROLL CHARGES	
09/30/16	22-3					2,239.37		PAYROLL CHARGES	
10/14/16	22-4					2,239.36		PAYROLL CHARGES	
10/28/16	22-4					2,239.37		PAYROLL CHARGES	
11/10/16	22-5					2,242.65		PAYROLL CHARGES	
11/25/16	22-5					2,244.32		PAYROLL CHARGES	
12/09/16	22-6					2,244.32		PAYROLL CHARGES	
12/23/16	22-6					2,244.33		PAYROLL CHARGES	
01/06/17	22-7					2,244.33		PAYROLL CHARGES	
01/20/17	22-7					2,244.33		PAYROLL CHARGES	
02/03/17	22-8					2,227.45		PAYROLL CHARGES	
02/17/17	22-8					2,368.42		PAYROLL CHARGES	
03/03/17	22-9					2,359.63		PAYROLL CHARGES	
03/17/17	22-9					2,359.62		PAYROLL CHARGES	
03/31/17	22-9					2,358.14		PAYROLL CHARGES	
04/14/17	22-10					2,359.63		PAYROLL CHARGES	
04/28/17	22-10					2,365.03		PAYROLL CHARGES	
05/12/17	22-11					2,368.42		PAYROLL CHARGES	
05/26/17	22-11					2,363.47		PAYROLL CHARGES	
06/09/17	22-12					2,371.27		PAYROLL CHARGES	
06/23/17	22-12					2,369.65		PAYROLL CHARGES	
07/07/17	19-13		13-0114			2,367.58		PPE06302017 ACCRUAL	
TOTAL					78,680.00	60,589.35		.00	18,090.65
7120 OVERTIME									
07/01/16	11-1				.00	.00		.00 BEGINNING BALANCE	
09/02/16	22-3				500.00	8.46		POSTED FROM BUDGET SYSTEM	
								PAYROLL CHARGES	

THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER: 2
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

SPI
DATE: 09/14/2017
TIME: 09:55:21
SELECTION CRITERIA: expldgr.key_orgn='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL

PAGE BREAKS ON: FUND,BUDGET ACTIVITY

FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7120	OVERTIME		(cont'd)						
11/10/16	22-5					20.26		PAYROLL CHARGES	
06/09/17	22-12					8.03		PAYROLL CHARGES	
TOTAL	OVERTIME				500.00	36.75	.00		463.25
7130	VACATION/SICK CONVERSIONS								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
07/22/16	22-1				1,222.00			POSTED FROM BUDGET SYSTEM	
09/16/16	22-3					62.26		PAYROLL CHARGES	
09/30/16	22-3					189.51		PAYROLL CHARGES	
11/25/16	22-5					1,405.50		PAYROLL CHARGES	
02/17/17	22-8					199.24		PAYROLL CHARGES	
03/03/17	22-9					23.39		PAYROLL CHARGES	
04/14/17	22-10					149.43		PAYROLL CHARGES	
05/26/17	22-11					108.45		PAYROLL CHARGES	
TOTAL	VACATION/SICK CONVERSIONS				1,222.00	40.76	.00	PAYROLL CHARGES	-956.54
7170	STIPEND								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
12/15/16	22-6				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	STIPEND					700.00	.00	PAYROLL CHARGES	-700.00
7310	PERS (EMPLOYER)								
07/01/16	11-1				.00	.00	.00	BEGINNING BALANCE	
07/08/16	22-1				29,709.00			POSTED FROM BUDGET SYSTEM	
07/08/16	19-1					866.21		PAYROLL CHARGES-FRINGS	
07/22/16	22-1		1-0115			-804.34		PPE07012016 ACCRUAL	
08/05/16	22-2					904.48		PAYROLL CHARGES-FRINGS	
08/19/16	22-2					907.89		PAYROLL CHARGES-FRINGS	
09/02/16	22-3					907.89		PAYROLL CHARGES-FRINGS	
09/16/16	22-3					907.86		PAYROLL CHARGES-FRINGS	
09/30/16	22-3					905.64		PAYROLL CHARGES-FRINGS	
10/14/16	22-4					845.59		PAYROLL CHARGES-FRINGS	
10/28/16	22-4					845.71		PAYROLL CHARGES-FRINGS	
11/10/16	22-5					845.71		PAYROLL CHARGES-FRINGS	
11/25/16	22-5					846.97		PAYROLL CHARGES-FRINGS	
12/09/16	22-6					847.59		PAYROLL CHARGES-FRINGS	
TOTAL						847.60		PAYROLL CHARGES-FRINGS	

THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

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ACCOUNTING PERIODS: 1/17 THRU 13/17

SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT

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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7310									
12/23/16	22-6					847.59		PAYROLL CHARGES-FRINGE	
01/06/17	22-7					847.58		PAYROLL CHARGES-FRINGE	
01/20/17	22-7					847.59		PAYROLL CHARGES-FRINGE	
02/03/17	22-8					841.24		PAYROLL CHARGES-FRINGE	
02/17/17	22-8					894.53		PAYROLL CHARGES-FRINGE	
03/03/17	22-9					891.19		PAYROLL CHARGES-FRINGE	
03/17/17	22-9					891.20		PAYROLL CHARGES-FRINGE	
03/31/17	22-9					890.42		PAYROLL CHARGES-FRINGE	
04/14/17	22-10					891.22		PAYROLL CHARGES-FRINGE	
04/28/17	22-10					893.22		PAYROLL CHARGES-FRINGE	
05/12/17	22-11					894.51		PAYROLL CHARGES-FRINGE	
05/26/17	22-11					892.64		PAYROLL CHARGES-FRINGE	
06/09/17	22-12					895.60		PAYROLL CHARGES-FRINGE	
06/23/17	22-12					894.21		PAYROLL CHARGES-FRINGE	
07/07/17	19-13		13-0114			894.19		PPE06302017 ACCRUAL	
07/07/17	19-13		13-0115			863.02		YEAR END TRUE-UP	
TOTAL					29,709.00	23,744.75			5,964.25
7312									
07/01/16	11-1							BEGINNING BALANCE	
10/06/16	19-1				3,343.00			POSTED FROM BUDGET SYSTEM	
10/06/16	19-2	1-0005				279.00		MONTHLY OPEB	
10/06/16	19-3	2-0005				279.00		MONTHLY OPEB	
10/06/16	19-4	3-0005				279.00		MONTHLY OPEB	
11/01/16	19-5	4-0005				279.00		MONTHLY OPEB	
12/05/16	19-6	5-0005				279.00		MONTHLY OPEB	
01/03/17	19-7	6-0005				279.00		MONTHLY OPEB	
02/01/17	19-8	7-0005				279.00		MONTHLY OPEB	
03/01/17	19-9	8-0005				279.00		MONTHLY OPEB	
04/01/17	19-10	9-0005				279.00		MONTHLY OPEB	
05/01/17	19-11	10-0005				279.00		MONTHLY OPEB	
06/01/17	19-12	11-0005				279.00		MONTHLY OPEB	
TOTAL					3,343.00	3,343.00			.00
7315									
07/01/16	11-1							BEGINNING BALANCE	
07/08/16	22-1				1,338.00			POSTED FROM BUDGET SYSTEM	
						34.55		PAYROLL CHARGES-FRINGE	

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CITY OF EL CAJON
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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7335		WORKERS COMPENSATION	(cont'd)						
02/03/17	22-8					108.80		PAYROLL CHARGES-FRINGE	
02/17/17	22-8					133.55		PAYROLL CHARGES-FRINGE	
03/03/17	22-9					129.57		PAYROLL CHARGES-FRINGE	
03/17/17	22-9					129.59		PAYROLL CHARGES-FRINGE	
03/31/17	22-9					129.55		PAYROLL CHARGES-FRINGE	
04/14/17	22-10					129.57		PAYROLL CHARGES-FRINGE	
04/28/17	22-10					150.08		PAYROLL CHARGES-FRINGE	
05/12/17	22-11					150.75		PAYROLL CHARGES-FRINGE	
05/26/17	22-11					149.79		PAYROLL CHARGES-FRINGE	
06/09/17	22-12					127.93		PAYROLL CHARGES-FRINGE	
06/23/17	22-12					122.45		PAYROLL CHARGES-FRINGE	
07/07/17	19-13		13-0114			135.82		PPE06302017 ACCRUAL	
TOTAL		WORKERS COMPENSATION			6,677.00	3,252.40	.00		3,424.60
7340		LIFE INSURANCE			.00				
07/01/16	11-1				186.00		.00	POSTED FROM BUDGET SYSTEM	
07/08/16	22-1					7.02		PAYROLL CHARGES-FRINGE	
07/08/16	19-1		1-0116			-6.52		PPE07012016 ACCRUAL	
07/22/16	22-1					6.65		PAYROLL CHARGES-FRINGE	
08/05/16	22-2					6.63		PAYROLL CHARGES-FRINGE	
08/19/16	22-2					6.65		PAYROLL CHARGES-FRINGE	
09/02/16	22-3					6.64		PAYROLL CHARGES-FRINGE	
09/16/16	22-3					6.53		PAYROLL CHARGES-FRINGE	
10/14/16	22-4					6.52		PAYROLL CHARGES-FRINGE	
10/28/16	22-4					6.52		PAYROLL CHARGES-FRINGE	
11/10/16	22-5					6.53		PAYROLL CHARGES-FRINGE	
11/25/16	22-5					6.54		PAYROLL CHARGES-FRINGE	
12/09/16	22-6					6.54		PAYROLL CHARGES-FRINGE	
12/23/16	22-6					6.54		PAYROLL CHARGES-FRINGE	
01/06/17	22-7					6.54		PAYROLL CHARGES-FRINGE	
01/20/17	22-7					6.56		PAYROLL CHARGES-FRINGE	
02/03/17	22-8					6.53		PAYROLL CHARGES-FRINGE	
02/17/17	22-8					7.13		PAYROLL CHARGES-FRINGE	
03/03/17	22-9					7.06		PAYROLL CHARGES-FRINGE	
03/17/17	22-9					7.08		PAYROLL CHARGES-FRINGE	
04/14/17	22-10					7.06		PAYROLL CHARGES-FRINGE	
04/28/17	22-10					7.08		PAYROLL CHARGES-FRINGE	
05/12/17	22-11					7.06		PAYROLL CHARGES-FRINGE	

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CITY OF EL CAJON
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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT	DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
7350	07/08/16	19-1		(cont'd)			-3.00		PPE07012016 ACCRUAL	
	07/22/16	22-1		1-0116			2.87		PAYROLL CHARGES-FRINGE	
	08/05/16	22-2					2.87		PAYROLL CHARGES-FRINGE	
	08/19/16	22-2					2.87		PAYROLL CHARGES-FRINGE	
	09/02/16	22-3					2.87		PAYROLL CHARGES-FRINGE	
	09/16/16	22-3					2.87		PAYROLL CHARGES-FRINGE	
	10/14/16	22-4					2.87		PAYROLL CHARGES-FRINGE	
	10/28/16	22-4					2.87		PAYROLL CHARGES-FRINGE	
	11/10/16	22-5					2.87		PAYROLL CHARGES-FRINGE	
	11/25/16	22-5					2.87		PAYROLL CHARGES-FRINGE	
	12/09/16	22-6					2.87		PAYROLL CHARGES-FRINGE	
	12/23/16	22-6					2.87		PAYROLL CHARGES-FRINGE	
	01/06/17	22-7					2.87		PAYROLL CHARGES-FRINGE	
	01/20/17	22-7					2.87		PAYROLL CHARGES-FRINGE	
	02/03/17	22-8					2.87		PAYROLL CHARGES-FRINGE	
	02/17/17	22-8					2.87		PAYROLL CHARGES-FRINGE	
	03/03/17	22-9					3.15		PAYROLL CHARGES-FRINGE	
	03/17/17	22-9					3.10		PAYROLL CHARGES-FRINGE	
	04/14/17	22-10					3.10		PAYROLL CHARGES-FRINGE	
	04/28/17	22-10					3.10		PAYROLL CHARGES-FRINGE	
	05/12/17	22-11					3.10		PAYROLL CHARGES-FRINGE	
	05/26/17	22-11					3.10		PAYROLL CHARGES-FRINGE	
	06/09/17	22-12					3.00		PAYROLL CHARGES-FRINGE	
	06/23/17	22-12					2.96		PAYROLL CHARGES-FRINGE	
TOTAL						74.00	68.12	.00	PAYROLL CHARGES-FRINGE	5.88
7360						.00	.00	.00	BEGINNING BALANCE	
	07/01/16	11-1				.00	.00	.00	POSTED FROM BUDGET SYSTEM	
TOTAL						.00	.00	.00		.00
TOTAL 1ST SUBTOTAL - SALARIES AND BENEFITS						136,651.00	104,146.20	.00		32,504.80
8140						.00	.00	.00	BEGINNING BALANCE	
	07/01/16	11-1				.00	.00	.00	POSTED FROM BUDGET SYSTEM	
TOTAL						.00	.00	.00		.00
8160						.00	.00	.00	BEGINNING BALANCE	

1 THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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CITY OF EL CAJON
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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
8160								
07/01/16 11-1					1,200.00		POSTED FROM BUDGET SYSTEM	
07/18/16 17-1		92946-02		10012 CAMEO PAPER & JA			374.80 POLYETHYLENE LINEAR LOW D	
08/17/16 21-2		92946-02	634360	10012 CAMEO PAPER & JA		374.80	-374.80 TRASH LINERS	
11/22/16 17-5		93092-02		10012 CAMEO PAPER & JA			374.80 POLYETHYLENE LINEAR LOW D	
12/13/16 21-6			636146	10012 CAMEO PAPER & JA		374.80	.00 TRASH CAN LINERS	
03/27/17 17-9		93214-02		10012 CAMEO PAPER & JA			374.80 POLYETHYLENE LINEAR LOW D	
04/13/17 21-10		93214-02	638025	10012 CAMEO PAPER & JA		373.94	-374.80 TRASH LINERS-STREETS	
05/31/17 18-11		93305-02		10012 CAMEO PAPER & JA			373.94 CHANGE ORDER - 1	
07/06/17 21-13		93305-02	639393	10012 CAMEO PAPER & JA		373.94	-373.94 POLYETHYLENE LINEAR LOW D	
07/27/17 21-13		93092-02		10012 CAMEO PAPER & JA		.00	-374.80 POLYETHYLENE LINEAR LOW D	
TOTAL		OPERATING SUPPLIES			1,200.00	1,497.48		-297.48
8335								
07/01/16 11-1					.00	.00	.00 BEGINNING BALANCE	
TOTAL		ENGINEERING SERVICES			.00	.00	POSTED FROM BUDGET SYSTEM	.00
8336								
07/01/16 11-1					.00	.00	.00 BEGINNING BALANCE	
TOTAL		INTERNAL ENG DESIGN			10,000.00	.00	POSTED FROM BUDGET SYSTEM	10,000.00
8395								
07/01/16 11-1					.00	.00	.00 BEGINNING BALANCE	
TOTAL		OTHER PROF/TECH SERVICES			.00	.00	POSTED FROM BUDGET SYSTEM	.00
8510								
07/01/16 11-1					.00	.00	.00 BEGINNING BALANCE	
10/06/16 19-1		1-0001			24,071.00		POSTED FROM BUDGET SYSTEM	
10/06/16 19-2		2-0001				2,006.00	MONTHLY ADMIN OH	
10/06/16 19-3		3-0001				2,006.00	MONTHLY ADMIN OH	
10/06/16 19-4		4-0001				2,006.00	MONTHLY ADMIN OH	
11/01/16 19-5		5-0001				2,006.00	MONTHLY ADMIN OH	
12/05/16 19-6		6-0001				2,006.00	MONTHLY ADMIN OH	
01/03/17 19-7		7-0001				2,006.00	MONTHLY ADMIN OH	
02/01/17 19-8		8-0001				2,006.00	MONTHLY ADMIN OH	
03/01/17 19-9		9-0001				2,006.00	MONTHLY ADMIN OH	

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A THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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CITY OF EL CAJON
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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
8510			OVERHEAD REIMBURSEMENT (cont'd)					
04/01/17	19-10		10-0001			2,006.00	MONTHLY ADMIN OH	
05/01/17	19-11		11-0001			2,006.00	MONTHLY ADMIN OH	
06/01/17	19-12		12-0001			2,005.00	MONTHLY ADMIN OH	
TOTAL			OVERHEAD REIMBURSEMENT		24,071.00	24,071.00		.00
8522			ADVERTISING		.00	.00	.00 BEGINNING BALANCE	
07/01/16	11-1				250.00		POSTED FROM BUDGET SYSTEM	250.00
TOTAL			ADVERTISING		250.00	.00		.00
8538			GRAFFITI REMOVAL		.00	.00	.00 BEGINNING BALANCE	
05/19/16	17-1	92839-01		16337 AES PROPERTY SER	20,000.00		POSTED FROM BUDGET SYSTEM	
07/01/16	11-1					14,700.00		
07/21/16	21-1	92839-01	633898	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
08/10/16	21-2	92839-01	634218	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
09/14/16	21-3	92839-01	634746	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
10/13/16	21-4	92839-01	635161	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
11/08/16	21-5	92839-01	635590	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
12/19/16	21-6	92839-01	636239	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
01/19/17	21-7	92839-01	636555	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
02/07/17	21-8	92839-01	636929	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
03/08/17	21-9	92839-01	637462	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
04/13/17	21-10	92839-01	638013	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
05/11/17	21-11	92839-01	638471	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
06/08/17	21-12	92839-01	638946	16337 AES PROPERTY SER		1,225.00	GRAFFITI ABATEMENT SERVIC	
TOTAL			GRAFFITI REMOVAL		20,000.00	14,700.00		5,300.00
8550			PERMITS AND FEES		.00	.00	.00 BEGINNING BALANCE	
07/01/16	11-1				50.00		POSTED FROM BUDGET SYSTEM	50.00
TOTAL			PERMITS AND FEES		50.00	.00		.00
8576			REPAIRS AND MAINTENANCE		.00	.00	.00 BEGINNING BALANCE	
07/01/16	11-1				75,000.00		POSTED FROM BUDGET SYSTEM	
08/10/16	21-2		634298	10220 ST MADELEINE SOP		2,839.58	.00 WORK CREW	
09/14/16	21-3		634824	10220 ST MADELEINE SOP		2,839.58	.00 AUG 2016	
10/13/16	21-4		635241	10220 ST MADELEINE SOP		2,839.58	.00 BUS STATIONS WORKCREW	

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A THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
8576			REPAIRS AND MAINTENANCE (cont'd)					
11/16/16	21-5		635794	10220 ST MADELEINE SOP		2,839.58	.00 OCT-2016 WORK CREW	
12/13/16	21-6		636212	10220 ST MADELEINE SOP		2,839.58	.00 NOV-16 WORK CREW	
01/24/17	21-7		636731	10220 ST MADELEINE SOP		2,839.58	.00 DECEMBER 2016	
02/16/17	21-8		637114	10220 ST MADELEINE SOP		2,839.58	.00 JAN-17 CREW (15-BUS)	
03/16/17	21-9		637661	10220 ST MADELEINE SOP		2,839.58	.00 FEB 2017	
04/18/17	21-10		638207	10220 ST MADELEINE SOP		2,839.58	.00 MARCH 2017	
05/11/17	21-11		638598	10220 ST MADELEINE SOP		62.45	.00 FEB-2017 NEW RATE	
05/11/17	21-11		638598	10220 ST MADELEINE SOP		218.58	.00 MAR-2017 NEW RATE	
05/17/17	21-11		638705	10220 ST MADELEINE SOP		3,058.16	.00 APRIL 2017 (20)	
06/14/17	21-12		639118	10220 ST MADELEINE SOP		3,058.16	.00 MAY 2017	
08/03/17	21-13		639866	10220 ST MADELEINE SOP		2,839.58	.00 JUNE 2017	
TOTAL			REPAIRS AND MAINTENANCE		75,000.00	34,793.15		40,206.85
TOTAL 1ST SUBTOTAL - MATERIALS, SVC & SUPPL					130,571.00	75,061.63		55,509.37
9060			BUILDINGS & IMPROVEMENTS					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
TOTAL			BUILDINGS & IMPROVEMENTS		.00	.00	POSTED FROM BUDGET SYSTEM	.00
9065			INFRASTRUCTURE					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
TOTAL			INFRASTRUCTURE		64,700.00	.00	POSTED FROM BUDGET SYSTEM	64,700.00
TOTAL 1ST SUBTOTAL - CAPITAL OUTLAY					64,700.00	.00		64,700.00
9910			TRANSFER OUT					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
10/06/16	19-1		1-0011		218,690.00	138.06	POSTED FROM BUDGET SYSTEM	
06/28/17	21-12		639300	11768 METROPOLITAN TRA		82,822.80	PW3483 JUL CIP	
TOTAL			TRANSFER OUT		218,690.00	82,960.86	PW3483	135,729.14
9995			PROJECTS					
07/01/16	11-1				.00	.00	.00 BEGINNING BALANCE	
TOTAL			PROJECTS		.00	.00	POSTED FROM BUDGET SYSTEM	.00

415
A THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER: 12
AUDIT21

CITY OF EL CAJON
EXPENDITURE AUDIT TRAIL

SPI
DATE: 09/14/2017
TIME: 09:55:21
SELECTION CRITERIA: expLedgr.key_orgn='213000'
ACCOUNTING PERIODS: 1/17 THRU 13/17
SORTED BY: FUND,BUDGET ACTIVITY,1ST SUBTOTAL,ACCOUNT
TOTALLED ON: FUND,BUDGET ACTIVITY,1ST SUBTOTAL
PAGE BREAKS ON: FUND,BUDGET ACTIVITY
FUND - 213 - TRANSIT
BUDGET ACTIVITY - 213000 - TRANSIT TDA ARTICLE 4
ACCOUNT DATE T/C PO REFERENCE VENDOR
TOTAL 1ST SUBTOTAL - OTHER FINANCING USES 218,690.00 82,960.86 135,729.14
TOTAL BUDGET ACTIVITY - TRANSIT TDA ARTICLE 550,612.00 262,168.69 288,443.31
TOTAL FUND - TRANSIT 550,612.00 262,168.69 288,443.31
TOTAL REPORT 550,612.00 262,168.69 288,443.31



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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

U2 LIGHT RAIL VEHICLE DISPOSAL SERVICES - CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1371.0-17 (in substantially the same format as Attachment A) with EKCO Metals Corp. for the purchase of Disposal Services for the U2 Light Rail Vehicles (LRV).

Budget Impact

The total cost will not exceed \$176,400 and is funded from Fiscal Year (FY) 2018 operating account 902016-571250.

	Qty.	Unit Price	Ext. Price
U2 (SDTI 1000 Series) Siemens Vehicle			
(Revenue) — Estimated Scrap Value	42	(\$3000)	(\$126,000)
Proposed Price for Disposal of Vehicles	42	\$7200	\$302,400
GRAND TOTAL NET COST/REVENUE TO MTS FOR U2 LRV			\$176,400
	Qty.	Unit Price	Ext. Price
OPTIONAL SERVICE			
Proposed Price to Remove All HazMat Material From LRV (all fluids, refrigerants, lighting ballasts, batteries and fluorescent tubes)	42	\$no cost	\$no cost

DISCUSSION:

The original San Diego Trolley Fleet consisted of 71 Siemens U2 model Light Rail Vehicles. These vehicles have since been decommissioned and replaced with new Siemens Low Floor S70 vehicles.



Since approximately 2010, MTS has marketed the availability of the LRVs for sale to applicable rail industry professionals and agencies. Through these efforts, 18 vehicles were sold to the city of Mendoza, Argentina and 12 vehicles were donated to museums, public agencies or other organizations for historic preservation, training and other approved uses. Staff has exhausted all known options for selling the 42 remaining LRVs. MTS has need of the trolley yard space currently being utilized by the decommissioned LRVs and has concluded the most appropriate disposal method is to have the vehicles recycled as scrap metal.

On March 17, 2017, staff publicly posted a Request for Quotes (RFQ), MTS Doc. No. L1371.0-17, to solicit offers from qualified firms for Disposal Services for the vehicles. No proposals were received.

As allowable under Policy 52, "Procurement of Goods and Services", MTS then engaged informally with the following two contractors willing to participate in this initiative:

1. EKCO Metals Corp.
2. West-Tech Contracting, Inc.

The evaluation panel comprised of representatives from the MTS Trolley Maintenance, Inventory Operations and MTS Finance with proposals evaluated across the following (technical and cost) factors.

1. Qualification and Related Experience of Firm or Staff
2. Proposed Staffing and Project Organization
3. Work Plan and Technical Approach
4. Cost/Price

The following table reflected and ranked the cost proposals:

U2 LRV SCRAP PROJECT				
PROPOSER NAME	TOTAL TECH. SCORE	COST SCORE	TOTAL SCORE (TECH + COST)	RANKING
EKCO METALS	107.00	104.00	211.00	1
WEST-TECH	103.00	48.00	151.00	2

The vehicle disposal will result in an expense for MTS due to the complexity of the project and the high cost associated with managing the vehicle pickup in a fully operational area, the logistics to transport the vehicles to the contractors facility for disassembly, the assurance of safety elements, treatment and disposal of hazmat and the mix of overall materials on each vehicle that results in an effort of the contractor to sort and determine what materials may or may not be recyclable.

Based on the evaluation panel's analysis of the technical proposal, discussions and price evaluation, MTS staff determined EKCO Metals proposal represents the best overall value in fulfilling MTS's requirements as outlined in the negotiated RFQ.

Therefore, staff recommends the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1371.0-17 (in substantially the same format as Attachment A) with EKCO Metals Corp. for the purchase of Disposal Services for the U2 Light Rail Vehicles (LRV).

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Draft MTS Doc. No. L1371.0-17

STANDARD SERVICES AGREEMENT

L1371.0-17
 CONTRACT NUMBER

FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2017, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: EKCO Metals

Address: 2846 Commercial St.

Form of Business: Corporation

San Diego, CA 92113

(Corporation, partnership, sole proprietor, etc.)

Telephone: 619-756-6696_____

Email Address: rk@mindspring.com

Authorized person to sign contracts: Rick Keenberg
 Name

Operations Manager
 Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide LRV Disposal Services as specified in the Scope of Work (attached as Exhibit A), EKCO Metals cost proposal dated 9-20-2017 (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C).

Total contract will be in the amount of \$176,400 which shall not be exceeded without MTS approval.
 (Delivery Period – NTP + 90 Calendar days)

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CONTRACTOR AUTHORIZATION

By: _____
 Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: _____
 Office of General Counsel

Title: _____

AMOUNT ENCUMBERED

BUDGET ITEM

FISCAL YEAR

\$176,400

FY18-20

By: _____
 Chief Financial Officer

 Date

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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

GREEN LINE TROLLEY STATIONS IMPROVEMENT CONSTRUCTION
MANAGEMENT SERVICES – WORK ORDER AGREEMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2021-CM01 to MTS Doc. No. G2021.0-17 (in substantially the same format as Attachment A) with DHS Consulting, Inc. (DHS) for the Green Line Trolley Stations Improvement Construction Management Services.

Budget Impact

The value of this agreement will not exceed \$263,336.88 and is funded through the MTS Capital Improvement Project budget account(s) 2006006303, 2006006402, and 2006006502.

DISCUSSION:

The Scope of Work for DHS Work Order WOA2021-CM-01 consists of construction management services for the Green Line Trolley Stations Improvement for shelter replacement at:

- Old Town Transit Center
- Amaya Drive Trolley Station
- El Cajon Transit Center
- Arnele Avenue Trolley Station
- Gillespie Field Station

The Work Order will provide total construction management in the areas of planning, coordination and management (collectively “Construction Management Services”) across the duration of this project.



Therefore, staff recommends that the Board of Directors authorize the CEO to execute Work Order WOA2021-CM-01 to MTS Doc. G2021.0-17 with DHS Consulting, Inc. for the Green Line Trolley Station Improvement Construction Management Services.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Draft MTS Doc. No. G2021.0-17 Work Order WOA2021-CM01

October 19, 2017

MTS DOC No. G2021.0-17
Work Order WOA2021-CM01

Sudhir Damle
President
DHS Consulting, Inc.
8880 Rio San Diego Dr. 8th floor
San Diego, CA 92108

Dear Mr. Kim:

Subject: MTS DOC. NO. G2021.0-17, WORK ORDER WOA2021-CM01; CONSTRUCTION
MANAGEMENT SERVICES FOR GREEN LINE TROLLEY IMPROVEMENTS

This letter shall serve as our agreement for professional services, Work Order WOA2021-CM01, under the Construction Management Agreement, MTS Doc. No. G2021.0-17, as further described below.

SCOPE OF SERVICES

Provide construction management services for the Green Line Trolley Improvement project to ensure that the project is completed in accordance to the Scope of Services. This work will consist of onsite inspection and review of submittals and RFI's throughout the construction process. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A and B)

SCHEDULE

The Scope of Services, as described above, shall remain in effect for ten (10) months from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$263,336.88

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Thomas K. Kim
HDR Engineering, Inc.

Date:

Attachments: Attachment A, Scope of services
Attachment B, Negotiated Fee Proposal



WORK ORDER TITLE: Green Line Trolley Station Improvements Construction Management and Inspection Services
MTS Doc. No. XXXXXX

I. PROJECT DESCRIPTION

MTS is in the process of replacing shelters at Old Town Transit Center, Amaya Drive Trolley Station, El Cajon Transit Center, Arnele Avenue Trolley Station, and Gillespie Field Station. The shelters, including shelter roofs, columns, column cladding, electrical, lighting, and trash receptacles are part of this replacement. This task order is for Construction Management services required to provide a Resident Engineer and Field Inspector.

II. EXPECTED RESULTS

Attain a Resident Engineer and Field Inspector to manage the Construction and provide Inspection for the MTS enhancements to in accordance with SANDAG policies and procedures.

III. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:

Engineering and Inspection Services

Resident Engineer:

- A. Attendance on conference calls and or site meetings with the contractor and related subcontractors.
- B. Technical support to SANDAG/MTS Project Manager.
- C. Provide oversight for installation and modifications of trolley station shelter upgrade and improvements.

Field Inspector:

- A. Provide quality control and project oversight for the replacement of the shelters and required incidentals to ensure that is completed per the plans and specifications.
- B. Ensure that work is completed within the safety standards required by MTS of their contractors.

IV. PERIOD OF PERFORMANCE

The period of performance shall be 180 calendar days.

V. DELIVERABLES

Deliverables will consist of the daily work products produced under direct supervision by SANDAG management which include:

1. Inspector's daily reports and photographs
2. Residents Engineers' daily or weekly status reports and updates.
3. A set of 11x17 size prints of the project marked on the front "RESIDENT ENGINEER COPY"
4. Correspondence files.
5. Testing submittal reviews and Inspection
6. Request for Information (RFIs) and responses.
7. Other pertinent files established and maintained that would normally be required for a project of this scope, set up using the Caltrans numbering system.

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**A. Tasks Schedule**

Task	Begin/End Dates
Construction Management Services	NTP to 6/30/2018
Project Closeout and Final Records Transmittal	6/30/2018

VII. MATERIALS TO BE PROVIDED BY MTS AND/OR SANDAG

1. Project plans, special provisions and standard specifications.
2. Necessary forms for project flaggers.
3. Flagging personnel for work alongside the MTS right-of-way.
4. MTS Roadway Worker training (if not current) for personnel to be working on the project, at all sites, alongside the MTS right-of-way.
5. Access to all signal and highway grade crossing facilities as required.

VIII. SPECIAL CONDITIONS

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors

negligence and thus not 100% complete by MTS' Project Manager, Firm shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Firm shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

X. DEFICIENT WORK PRODUCT:

Throughout the design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Paying applicable delay fees,
- Revising provided documents,

At no time will MTS be required to correct any portion of the Firms deficient work product and shall bear no costs or burden associated with Firms deficient performance and/or work product.

XI. DELIVERABLE REQUIREMENTS

Firm will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Firm to any third party.

Firm shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Firm's work control, when and as requested by MTS.

Firm's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Firm shall maintain backup copies of all data conveyed to MTS.

Firm shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

XII. ADDITIONAL INFORMATION

List additional information as applicable to the specific Work Order scope of services.

Work Order Estimate
Summary

Att. A, AI 10, 10/19/17

Total Hours =

1,488

Total Costs =

\$263,336.88

Consultant/Subconsultant: DHS CONSULTING

MTS Doc. No.:

Work Order No.:

Work Order Title: GREEN LINE TROLLEY STATION IMPROVEMENTS

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Lucas Rathe	Val Lankovsky								Total Hours	Totals	
				Resident Engineer	Field Inspector										
				\$ 167.95	\$ 170.11		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
1	Task 1	Construction Management and Inspection Services													
	Construction Management and Inspection Services		\$11,250.00	480	1008								1,488	\$263,336.88	
Subtotals (Hours) =			N/A	480	1008								1,488	\$263,336.88	
Subtotals (Costs) =			\$11,250.00	\$80,616.00	\$171,470.88								1,488	\$263,336.88	
2	Task 2														
Subtotals (Hours) =			N/A												
Subtotals (Costs) =															
Totals (Summary) =													1,488	\$263,336.88	
Total (Hours) =			N/A	480	1008								1488		
Total (Costs) =			\$11,250.00	\$80,616.00	\$171,470.88									\$263,336.88	
Percentage of Total (Hours) =			N/A	32%	68%								100%		
Percentage of Total (Costs) =			4%	31%	65%									100%	



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

PURCHASE NEW SHELTERS – GREEN LINE TROLLEY STATIONS – CONTRACT
AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1404.0-18 (in substantially the same format as Attachment A) with Next Stage Engineering for the purchase of Station Shelters for the Green Line.

Budget Impact

The total value of this agreement shall not exceed \$851,225 (\$790,000 plus \$61,225 CA sales tax), which will be funded under the MTS Capital Improvement Project (CIP) accounts 2006006502 & 2006006402.

DISCUSSION:

This contract is for the purchase of new shelters at Amaya, El Cajon, Arnele and Gillespie Field for installation by contractors. A Job Order Contract (JOC) will be utilized for installation, and a total of 40 shelters will be replaced.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements exceeding \$100,000.

On August 14, 2017 staff issued an Invitation for Bids (IFB) for the purchase of new shelters for the Green Line Stations. A total of two (2) responsive and responsible bids were received by the due date of September 26, 2017 from:



COMPANY NAME	BID AMOUNT	Meets Buy America Requirements
** Next Stage Engineering	\$851,225.00	Y
AJ Roberts Industrial	\$964,081.27	Y
<i>MTS Independent Cost Estimate (ICE)</i>	\$772,695.00	

**** Lowest responsive and responsible Bidder**

Next Stage Engineering's bid amount was found to be the lowest responsive and responsible bidder in the amount of \$851,225. Based on the comparison between the Independent Cost Estimate (ICE) of \$772,695 and MTS's past purchase history, Next Stage Engineering's bid amount is deemed to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L0404.0-18 (in substantially the same format as Attachment A), with Next Stage Engineering for the purchase of the Green Line Station Shelters.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Draft MTS Doc. No. L1404.0-18

STANDARD PROCUREMENT AGREEMENT

L1404.0-18

CONTRACT NUMBER

WBSE #2006006502/2006006402

FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2017, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Next Stage EngineeringAddress: 516 W Shaw Ave., Suite 200Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)Fresno, CA 93704Telephone: 559-221-4935Authorized person to sign contracts: Joe Munoz

Project Manager

Name

Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide new shelters for Green Line trolley stations as specified in MTS's Minimum Technical Specifications (attached as Exhibit A), Next Stage Engineering's Bid dated September 26, 2017 (attached as Exhibit B), and the MTS Standard Conditions Procurement (attached as Exhibit C), and Federal Requirements (attached as Exhibit D).

Contractor shall assume all responsibility and risk of loss incident and adhere to said delivery:

#	LOCATION	ADDRESS	DELIVERY DATES
1	El Cajon Transit Center	352 S. Marshall Ave., El Cajon, CA 92020	NTP + 120 days
2	Amaya Drive Trolley Station	9100 Amaya Ct., La Mesa, CA 91942	NTP + 150 days
3	Arnele Avenue Trolley Station	762 ½ N. Marshall Ave., El Cajon, CA 92020	NTP + 180 days
4	Gillespie Field Trolley Station	1990 ½ Cuyamaca St., El Cajon, CA 92020	NTP + 210 days

The total contract cost shall be firm fixed price not exceed \$851,225, which includes tax and delivery costs. Payment terms shall be net 30 days from invoice date.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CONTRACTOR AUTHORIZATION

By: _____
Chief Executive Officer

Approved as to form:

By: _____
Office of General Counsel

Firm: _____

By: _____
Signature

Title: _____

AMOUNT ENCUMBERED

BUDGET ITEM

FISCAL YEAR

\$851,225WBSE #2006006502/2006006402 - 5711422018

By: _____

Chief Financial Officer

(_____ total pages, each bearing contract number)

Date

SA-PROCUREMENT (REV 6-15)
DATE



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

PYRAMID BUILDING SEWER LINE REPLACEMENT - RATIFY WORK ORDER
UNDER A JOB ORDER CONTRACT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors ratify the action taken by the Chief Executive Officer (CEO) approving Work Order No. MTSJOC7504-40, under MTS Doc. No. PWL204.0-16 with ABC Construction, Inc. for the sewer line replacement project at the MTS Pyramid Building located at 1695 Main Street and authorizing an additional project contingency of \$25,000 for unforeseen conditions.

Budget Impact

The total cost for this work order is \$99,499.99 inclusive of a direct cost of \$98,504.99 and the contractor's 1% administrative fee totaling \$995.00 funded from the Land Management Budget. An additional \$25,000 project contingency may be added to the Land Management Budget impacts depending on unforeseen conditions.

DISCUSSION:

The existing 4-inch diameter cast iron sewer line under the Pyramid Building located at 1695 Main Street, has recently overflowed this year multiple times due to blockages, extensive corrosion, and pipe deterioration. Last month, an additional sewer cleanout was installed just outside the building to provide better access to remove debris at the lower reach of the sewer. After installation of the cleanout, the sewer was cleaned and video inspected to assess the condition of the pipe. The inspection revealed that the sewer has substantial problems including vertical sagging, obstructions, extreme inside pipe roughness due to corrosion, and breakages. Additionally, the sewer inspection confirmed that the sewer line was beyond repair and needed to be fully replaced.



On October 3, 2017, Work Order No. MTSJOC7504-40 in the amount of \$98,504.99 was issued to ABC Construction, Inc. (the contractor) under existing Job Order Contracting Services contract MTS Doc. No. PWL204.0-16. This work order, with a scheduled completion date of October 25, 2017, provides for the work necessary to replace this existing 65-year old failing sewer and re-connect the lateral drain lines from the existing bathrooms in the building to the replacement sewer line. The work will require open trench construction to remove the existing sewer, install the new sewer, and reconnect the bathroom drain lines. A new reinforced concrete replacement slab section will then be constructed to complete the work in the trench area.

The building is currently occupied by two tenants and MTS has approved two additional leases that will occupy approximately 90% of the building. The building tenants are aware of this needed work, are currently using portable bathrooms, and would like the project to be completed as soon as possible. The impacts of the work for each tenant have been discussed with the Lessees and they have concurred with the work schedule.

The staff and the contractor are currently unaware of any construction issues that would require additional expenditure under this work order. However, staff recommends that the Board approve an additional project contingency of \$25,000 to be used if any unforeseen conditions arise that would require additional scope to be added. Staff feels this is prudent because of uncertainties beyond those known issues that were included in the scope of the work. The pipe is very old and is beneath the building foundation. The contingency will provide staff the ability to quickly approve any needed actions on the ground to minimize disruptions to our tenants and delay in completion of the work. Also, because the existing job order is close to the \$100,000 threshold amount that would require MTS Board approval, staff recommends that the MTS Board of Directors ratify the action taken by the Chief Executive Officer approving the work order and approving an additional project contingency of \$25,000.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Work Order MTSJOC7504-40, to MTS Doc. No. PWL204.0-16



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San Diego, CA 92101-7490
(619) 231-1466

JOB ORDER CONTRACT WORK ORDER

PWL204.0-16
CONTRACT NUMBER
MTSJOC7504-40
WORK ORDER NUMBER

THIS AGREEMENT is entered into this 4th day of October 2017, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: ABC Construction, Inc.
Form of Business: Corporation
(Corporation, Partnership, Sole proprietor, etc.)

Address: 3120 National Avenue
San Diego, CA 92113
Telephone: (619) 239-3428

Authorized person to sign contracts: Wayne Czubernat Project Manager
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWL204.0-16), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A), the Cost Breakdown for the Scope of Work (attached as Exhibit B), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C).

Pursuant to the SANDAG JOC Contract Section 7-1.04A(3), 1% of the work order value has been deducted. MTS will pay both the Contractor (1%) and the MTS/Owner share of the Gordian Group license fee.

The total cost for this work order will not exceed \$99,499.99 inclusive of a direct cost of \$98,504.99 and a 1% Gordian Group license fee of \$995.00.

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$ 98,504.99.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By: [Signature]
Chief Executive Officer

Approved as to form:
By: [Signature]
Office of General Counsel

CONTRACTOR AUTHORIZATION

Firm: ABC Construction Co., Inc.

By: [Signature]
Signature
Title: CEO

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 98,504.99	791010	2018
By: <u>[Signature]</u> Chief Financial Officer		<u>10/3/17</u> Date

(9 total pages, each bearing contract number and work order number)

PWL204.0-16.MTSJOC7504-40.HERZOG.SAUGUSTYN.10/03/2017

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



EXHIBIT A
(Scope of Work)

Detailed Scope of Work

Job Order Contract



Date: 09/20/2017

To: Wayne Czubernat
Project Manager
ABC Construction, Inc.
3120 National Ave
San Diego, Ca 92113
Phone: (619) 239-3428
Fax: (619) 239-6614

From: Gabriel McKee
Project Engineer
San Diego Metropolitan Transit System
1255 Imperial Ave, Suite 900
San Diego, CA 92101
Phone: (619) 515-0931
Fax:

Project: MTSJOC7504-40

MTS Work Order Number: TBD

Title: Pyramid Building Sewer Main

Location: Pyramid Building

Railroad Protective: ☐ Yes ☒ No

Detailed Scope of Work

Pyramid Building Sewer Line Replacement Scope of Work

- 1) Saw cut concrete slab, approx. 2' wide trench to access to exiting sewer line and laterals.
- 2) Excavate to expose existing 4" sewer line, clean-out and existing restroom laterals
- 3) Replace existing CI sewer line with new 4" ABS
- 4) Install new clean-outs flush with existing concrete slab
- 5) Re-connect existing lateral lines from the existing restrooms
- 6) Stub out a waste line for future restroom in bay one by exterior wall (Bathroom contractor to provide location/layout)
- 7) Protect trench opening with plywood during construction, protect dirt with plastic sheathing during construction
- 8) Backfill and compact trench with native to proper elevation
- 9) Remove concrete and excess debris from site
- 10) Patch back concrete slab, finish to match existing concrete (Area by new restroom to leave open for patch back by others)
- 11) All equipment, materials stored will be moved out of the way by tenant(s) and or owner prior of proceeding with the work.
- 12) Add staggered rebar dowels at 24" OC, drill existing concrete slab and epoxy in, prior of patch back.
- 13) Saw cut, haul concrete, excavate, back fill, dowel and concrete (including old bathroom underground)
- 14) Underground ABS (sewer) plumbing, underground copper and cap old bathrooms


Gabriel McKee, Project Engineer

9/21/17
Date


Dennis Lortie, Project Manager

9/21/17
Date

EXHIBIT B (Cost Breakdown)

Job Order Contract

Contractor's Price Proposal Summary- CSI

Work Order #: MTSJOC7504-40
Title: Pyramid Building Sewer Main
Contractor: SANDAG - ABC Construction - MTSJOC7504
Proposal Value: \$99,499.99
Proposal Name: Pyramid Building Sewer Main

To: Gabriel McKee
 Project Engineer
 San Diego Metropolitan Transit System
 1255 Imperial Ave, Suite 900
 San Diego, CA 92101

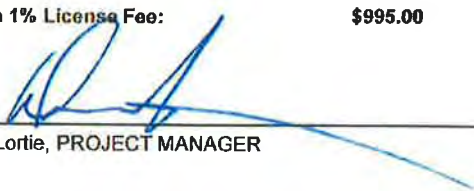
From: Dennis Lortie
 PROJECT MANAGER
 ABC Construction Co. Inc.

01 - General Requirements:	\$3,260.05
02 - Existing Conditions:	\$12,364.63
03 - Concrete:	\$25,935.38
22 - Plumbing:	\$23,231.37
31 - Earthwork:	\$34,708.56
Work Order Proposal Total	\$99,499.99

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Gordian 1% License Fee: \$995.00


 Dennis Lortie, PROJECT MANAGER

9/21/17
 Date

Job Order Contract

Contractor's Price Proposal Detail- CSI

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main
 Contractor: SANDAG - ABC Construction - MTSJOC7504
 Proposal Value: \$99,499.99
 Proposal Name: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements				
1	01 74 13 00-0003	CY	Collect Existing Debris And Load Into Truck Or Dumpster Per CY of debris removed.	\$601.03
		Installation	Quantity 29.00 x Unit Price \$19.74 x Factor 1.0499 = Total \$601.03	
		Concrete Debris		
2	01 74 19 00-0018	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.	\$1,249.38
		Installation	Quantity 2.00 x Unit Price \$595.00 x Factor 1.0499 = Total \$1,249.38	
		Concrete Debris		
3	01 74 19 00-0025	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout Bin Includes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.	\$1,409.64
		Installation	Quantity 2.00 x Unit Price \$671.32 x Factor 1.0499 = Total \$1,409.64	
		New concrete pour & pump clean up		
Subtotal for 01 - General Requirements:				\$3,260.05
02 - Existing Conditions				
4	02 41 13 13-0019	SF	>6" To 6" By Hand, Break-up And Remove Concrete Paving	\$5,086.77
		Installation	Quantity 750.00 x Unit Price \$6.46 x Factor 1.0499 = Total \$5,086.77	
		Demolition of existing concrete slab		
5	02 41 19 13-0055	LF	Saw Cut Rod Reinforced Concrete Slab Up To 4" Depth	\$3,662.05
		Installation	Quantity 800.00 x Unit Price \$4.36 x Factor 1.0499 = Total \$3,662.05	
		Saw cut of existing slab area for new sewer line, new restroom stub outs, existing restroom demo		
6	02 41 19 13-0055	0031 LF	For Each Additional Pass (Depth To 3"), Add	\$1,402.67
		Installation	Quantity 800.00 x Unit Price \$1.67 x Factor 1.0499 = Total \$1,402.67	
7	02 41 19 13-0063	EA	Saw Cut Minimum Set-up Charge, One Per Project For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$2,213.14
		Installation	Quantity 3.00 x Unit Price \$702.65 x Factor 1.0499 = Total \$2,213.14	
Subtotal for 02 - Existing Conditions:				\$12,364.63
03 - Concrete				

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
03 - Concrete				
8	03 21 16 00-0171	EA	1/2" Diameter x 24" Long, Epoxy Coated Deformed Straight Dowel	\$500.80
		Quantity	Unit Price	Factor
	Installation	180.00 x	\$2.65 x	1.0499 =
				Total
				\$500.80
		Dowels in existing slab prior of pour back		
9	03 21 16 00-0171	0021 EA	For Drilling Hole Into Concrete, Horizontal, Add Per Inch Of Depth	\$4,376.82
		Quantity	Unit Price	Factor
	Installation	2,160.00 x	\$1.93 x	1.0499 =
				Total
				\$4,376.82
10	03 31 13 00-0042	CY	Up To 6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.	\$2,020.53
		Quantity	Unit Price	Factor
	Installation	15.00 x	\$128.30 x	1.0499 =
				Total
				\$2,020.53
		Concrete pump		
11	03 31 13 00-0042	0035 CY	For 4,000 PSI Concrete, Add	\$139.37
		Quantity	Unit Price	Factor
	Installation	15.00 x	\$8.85 x	1.0499 =
				Total
				\$139.37
12	03 31 13 00-0102	HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses	\$1,742.23
		Quantity	Unit Price	Factor
	Installation	14.00 x	\$118.53 x	1.0499 =
				Total
				\$1,742.23
		Concrete pump		
13	03 31 13 00-0116	SF	6" Equipment Pad With Rebar	\$14,213.02
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$18.05 x	1.0499 =
				Total
				\$14,213.02
		Pour back of trench, no production , low production		
14	03 35 16 00-0003	SF	Concrete Floor Finishes, Darby	\$590.57
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$0.75 x	1.0499 =
				Total
				\$590.57
15	03 35 16 00-0006	SF	Concrete Floor Finishes, Steel Trowel	\$866.17
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$1.10 x	1.0499 =
				Total
				\$866.17
16	03 35 43 00-0012	SF	Apply Two Coats Of Concrete Densifier With Stain Protector	\$231.50
		Quantity	Unit Price	Factor
	Installation	1,225.00 x	\$0.18 x	1.0499 =
				Total
				\$231.50
17	03 35 43 00-0012	0171 SF	For >1,000 To 2,500, Add	\$270.09
		Quantity	Unit Price	Factor
	Installation	1,225.00 x	\$0.21 x	1.0499 =
				Total
				\$270.09
18	03 35 43 00-0013	SF	Concrete Floor Polishing Final Clean Up	\$70.87
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$0.09 x	1.0499 =
				Total
				\$70.87
19	03 39 33 00-0014	SF	0.65 LB/SF, Metallic, Shake On Floor Hardener	\$913.41
		Quantity	Unit Price	Factor
	Installation	750.00 x	\$1.16 x	1.0499 =
				Total
				\$913.41
Subtotal for 03 - Concrete:				\$25,935.38
22 - Plumbing				

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: MTSJOC7504-40

Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing				
20	22 05 76 00-0005	EA	4" Floor Cleanout, Round Or Square Top, Cast Iron With Cast Bronze Screw Plug And Nickel Bronze Cover	\$2,879.20
		Quantity	Unit Price	Factor
		6.00	\$393.13	1.0499
		x	x	=
				Total
				\$2,476.48
		6.00	\$63.93	1.0499
		x	x	=
				\$402.72
		Removal of existing and replacement of new		
21	22 13 13 00-0003	EA	Floor Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and flush valve.	\$341.13
		Quantity	Unit Price	Factor
		1.00	\$324.92	1.0499
		x	x	=
				Total
				\$341.13
		Removal of existing		
22	22 13 13 00-0007	EA	Wall Mounted Lavatory, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.	\$218.47
		Quantity	Unit Price	Factor
		1.00	\$208.09	1.0499
		x	x	=
				Total
				\$218.47
		Removal of existing		
23	22 13 16 00-0005	LF	4" Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available	\$2,784.33
		Quantity	Unit Price	Factor
		0.00	\$38.71	1.0499
		x	x	=
				Total
				\$0.00
		300.00	\$8.84	1.0499
		x	x	=
				\$2,784.33
		Removal of existing sewer line		
24	22 13 16 00-0005	0186 LF	For Work In Restricted Working Space, Add	\$1,855.17
		Quantity	Unit Price	Factor
		300.00	\$5.89	1.0499
		x	x	=
				Total
				\$1,855.17
25	22 13 16 00-0011	LF	1-1/2" Aboveground No Hub Cast Iron Soil Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10' Not for use where detail is available.	\$91.97
		Quantity	Unit Price	Factor
		0.00	\$17.45	1.0499
		x	x	=
				Total
				\$0.00
		20.00	\$4.38	1.0499
		x	x	=
				\$91.97
		Removal of existing sewer line		
26	22 13 16 00-0052	EA	4" Bell And Spigot Cast Iron 1/4 Bend	\$131.53
		Quantity	Unit Price	Factor
		0.00	\$109.04	1.0499
		x	x	=
				Total
				\$0.00
		4.00	\$31.32	1.0499
		x	x	=
				\$131.53
		Removal of existing sewer line		
27	22 13 16 00-0072	EA	4" Bell And Spigot Cast Iron Wye	\$423.19
		Quantity	Unit Price	Factor
		0.00	\$140.32	1.0499
		x	x	=
				Total
				\$0.00
		6.00	\$67.18	1.0499
		x	x	=
				\$423.19
		Removal of existing sewer line		

Contractor's Price Proposal Detail- CSI Continued.

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing				
28	22 13 16 00-0081	EA	4" x 2" Bell And Spigot Cast Iron Reducing Wye	\$380.86
		Quantity	Unit Price	Factor
	Installation	0.00 x	\$159.09 x	1.0499 =
	Demolition	6.00 x	\$60.46 x	1.0499 =
	Removal of existing sewer line			\$380.86
29	22 13 16 00-0713	LF	4" Schedule 40 Acrylonitrile Butadiene Styrene (ABS) DWV Pipe Assembly Includes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available	\$9,032.29
		Quantity	Unit Price	Factor
	Installation	350.00 x	\$24.58 x	1.0499 =
	New sewer line			\$9,032.29
30	22 13 16 00-0713	0152 LF	For Work In Restricted Working Space, Add	\$2,359.13
		Quantity	Unit Price	Factor
	Installation	350.00 x	\$6.42 x	1.0499 =
				\$2,359.13
31	22 13 16 00-0743	EA	4" Acrylonitrile Butadiene Styrene (ABS) DWV Sanitary Tees	\$496.83
		Quantity	Unit Price	Factor
	Installation	6.00 x	\$78.87 x	1.0499 =
	New sewer line			\$496.83
32	22 13 16 00-0751	EA	4" x 4" x 1-1/2" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Sanitary Tees	\$337.56
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$80.36 x	1.0499 =
	New sewer line			\$337.56
33	22 13 16 00-0752	EA	4" x 4" x 2" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Sanitary Tees	\$338.57
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$80.62 x	1.0499 =
	New sewer line			\$338.57
34	22 13 16 00-0770	EA	4" Acrylonitrile Butadiene Styrene (ABS) DWV Wyes	\$520.90
		Quantity	Unit Price	Factor
	Installation	6.00 x	\$82.69 x	1.0499 =
	New sewer line			\$520.90
35	22 13 16 00-0776	EA	4" x 4" x 2" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Wyes	\$296.58
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$70.62 x	1.0499 =
	New sewer line			\$296.58
36	22 13 16 00-0777	EA	4" x 4" x 3" Acrylonitrile Butadiene Styrene (ABS) DWV Reducing Wyes	\$329.29
		Quantity	Unit Price	Factor
	Installation	4.00 x	\$78.41 x	1.0499 =
	New sewer line			\$329.29
37	22 66 53 00-0383	EA	4" Mechanical Joint Couplings For Mechanical Joint High Silicon Iron Alloy Acid Resistant DWV Pipe And Fitting	\$414.37
		Quantity	Unit Price	Factor
	Installation	6.00 x	\$65.78 x	1.0499 =
	New sewer line - At walls			\$414.37

Contractor's Price Proposal Detail- CSI Continued..

Work Order #: MTSJOC7504-40
 Title: Pyramid Building Sewer Main

CSI Number	Mod.	UOM	Description	Line Total
Subtotal for 22 - Plumbing:				\$23,231.37
31 - Earthwork				
38	31 23 16 13-0007	CY	Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.	\$19,725.37
		Quantity	Unit Price	Factor
	Installation	186.00 x	\$101.01 x	1.0499 =
				Total
	New sewer line			\$19,725.37
39	31 23 16 13-0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand	\$5,479.60
		Quantity	Unit Price	Factor
	Installation	186.00 x	\$28.06 x	1.0499 =
				Total
	New sewer line			\$5,479.60
40	31 23 16 13-0014	CY	Compaction of Fill or Subbase for Trenches by Hand	\$6,180.66
		Quantity	Unit Price	Factor
	Installation	186.00 x	\$31.65 x	1.0499 =
				Total
	New sewer line			\$6,180.66
41	31 23 16 13-0017	CY	Load Excess Material by Hand for Removal from Excavation for Trenching	\$233.30
		Quantity	Unit Price	Factor
	Installation	3.00 x	\$74.07 x	1.0499 =
				Total
	New sewer line			\$233.30
42	31 23 16 36-0026	SY	Finish Grading For Building Foundations And Other Structures by Hand	\$834.41
		Quantity	Unit Price	Factor
	Installation	85.00 x	\$9.35 x	1.0499 =
				Total
	New sewer line			\$834.41
43	31 23 16 36-0029	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Hand	\$2,255.22
		Quantity	Unit Price	Factor
	Installation	29.00 x	\$74.07 x	1.0499 =
				Total
	New sewer line			\$2,255.22
Subtotal for 31 - Earthwork:				\$34,708.56
Work Order Proposal Total				\$99,499.99

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

EXHIBIT C
(Subcontractor Listing)

**Job Order Contract
Subcontractor Listing**


Date: 9/21/2017
Job Order Number: MTSJOC7504-40
Job Order Title: Pyramid Building Sewer Main

To: Michael Diana
 Assistant Resident Engineer
 1255 Imperial Avenue, Suite 900
 San Diego, CA 92101

From: Dennis Lortie
 PROJECT MANAGER
 ABC Construction Co. Inc.

Phone: (619) 595-1021
Fax:

Phone: 619-922-7042
Fax:

Railroad Protective: ☐ Yes ☒ No

Race Conscious: ☐ Yes ☒ No

DBE/UDBE Goal:

Name of Contractor	Trade	UDBE \$	DBE \$	SB \$	Non UDBE/DBE/SB	%
R&R Plumbing	Plumbing	\$0.00	\$0.00	\$0.00	\$68,000.00	58.20%
ABC Construction, Inc.	CM, Protection, Clean up, Dumpsters	\$0.00	\$0.00	\$0.00	\$41,499.99	41.71%
TOTALS		\$0.00	\$0.00	\$0.00	\$99,499.99	100.00%

Work Order Total:	\$99,499.99
% of Work to be performed by Certified UDBE/DBE/SB:	0.00%

Signature:

Title: PROJECT MANAGER

Dennis Lortie

Firm or Corporate Name: SANDAG - ABC Construction

Address: 3120 National Ave. , San Diego, CA 92113

Telephone Number: (619) 239-3428



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

SAN DIEGO AND ARIZONA EASTERN (SD&AE) RAILWAY COMPANY QUARTERLY
REPORTS AND RATIFICATION OF ACTIONS TAKEN BY THE SD&AE BOARD OF
DIRECTORS AT ITS MEETING ON OCTOBER 10, 2017

RECOMMENDATION:

That the Board of Directors:

- 1) receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports (Attachment A) for information; and
- 2) ratify actions taken by the SD&AE Board at its quarterly meeting on October 10, 2017.

Budget Impact

None.

DISCUSSION:

Pursuant to the Agreement for Operation of Freight Rail Services, SD&IV and Museum, have provided operations reports during the third quarter of 2017 (Attachment A).

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Copy of Final Meeting Materials from 10/10/2017 SD&AE Meeting





SAN DIEGO & ARIZONA
EASTERN RAILWAY
COMPANY

A NEVADA NONPROFIT
CORPORATION

1255 IMPERIAL AVE., STE. 1000
SAN DIEGO, CA
92101-7490
(619) 231-1466

BOARD OF DIRECTORS

PAUL JABLONSKI, CHAIRPERSON
MATT DOMEN
JARED GOOCH

OFFICERS

PAUL JABLONSKI, PRESIDENT
MATT DOMEN, SECRETARY
ERIN DUNN, TREASURER

LEGAL COUNSEL
KAREN LANDERS

AGENDA

10-05-17 POSTED REV'D
Att. A, AI 13, 10/19/17

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

October 10, 2017

9:00 a.m.

Executive Committee Room
James R. Mills Building
1255 Imperial Avenue, 10th Floor

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

ACTION RECOMMENDED

1. Approval of the Minutes of July 11, 2017 Approve
Action would approve the SD&AE Railway Company Minutes of July 11, 2017.
2. Statement of Railway Finances (Erin Dunn) Informational
3. Report on San Diego and Imperial Valley (SD&IV) Railroad Operations (Matt Domen) Informational
4. Report on Pacific Southwest Railway Museum (Diana Hyatt) Informational
5. Report on the Desert Line Informational
6. Real Property Matters (Tim Allison)
 - a. Summary of SD&AE Documents Issued Since July 11, 2017 Informational
7. Approval of the 2018 SD&AE Board of Directors Meeting Schedule Approve
Action would approve the 2018 SD&AE Board of Directors meeting schedule.
8. Board Member Communications
9. Public Comments
10. Next Meeting Date: January 9, 2018 (pending approval of Agenda Item No. 7)
11. Adjournment

San Diego and Arizona Eastern Railway Company

10/10/2017

Sign-in Sheet (VOLUNTARY)

Name	Company
1. John Hoegemeier	North Star Gas Ltd.
2. James Caestecker	Pacific Southwest Railway Museum
3. MATT Poma	SPRV
4. Jared Gooden	SPRV
5. Diana Hyatt	PSRM
6. ROBERTO ROMANOS	BJRR
7. MANUEL HERNANDEZ	BJRR
8. JORGE LEONARDO	BJRR
9.	
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23.	

MINUTES

BOARD OF DIRECTORS MEETING OF THE SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY

July 11, 2017

A meeting of the Board of Directors of the San Diego & Arizona Eastern (SD&AE) Railway Company, a Nevada corporation, was held at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, on July 11, 2017, at 9:08 a.m.

The following persons, constituting the Board of Directors, were present: Matt Domen, Jared Gooch, and Paul Jablonski. Also in attendance were members from:

San Diego Metropolitan Transit System:	Tim Allison, Fred Byle, Erin Dunn, Karen Landers, Wayne Terry
Baja California Railroad Inc. (BJRR):	Manuel Hernández, Roberto Romandía
Ferrocarriles Peninsulares del Noroeste:	R. Mitchel Beauchamp
Pacific Southwest Railway Museum:	James Caestecker, Diana Hyatt

1. Approval of Minutes

Mr. Jablonski moved to approve the Minutes of the April 18, 2017, SD&AE Railway Board of Directors meeting. Mr. Gooch seconded the motion, and it was unanimously approved.

2. Statement of Railway Finances

Erin Dunn reviewed Statement of Railway Finances for the second quarter of 2017 (attached to the agenda item). It was noted that MTS's attorneys' fees related to the PIR bankruptcy are reflected during this reporting period. Ms. Landers informed Board members that the outstanding property taxes were paid, and MTS has directed the State Board of Equalization to send all future bills to MTS (not to SD&IV). Ms. Landers also clarified that PIR paid \$45,000 to partially cover some of the attorneys' fees as part of the bankruptcy cure; PIR has also paid some of the outstanding property tax bills that came to SD&AE for San Diego and Imperial Counties. Ms. Dunn added that this is reflected in the report.

Action Taken

Informational item only. No action taken.

3. Report on San Diego & Imperial Valley Railroad (SD&IV) Operations

Matt Domen reviewed the SD&IV Periodic Report for activities for the second quarter of 2017 (attached to the agenda item). Mr. Jablonski asked about the decreases in volume in the second quarter. Mr. Gooch responded that as far as LPG traffic goes, the volume is always much higher in the winter. He added that it is questionable as to whether the barge terminal that was built will be able to keep up with the demand, and supplemental rail may be needed. Mr. Gooch stated that it is doubtful that SD&IV will get back to its previous volumes unless something changes in the long term or there is backfill with a commodity.

Action Taken

Informational item only. No action taken.

4. Report on Pacific Southwest Railway Museum Operations

Diana Hyatt reviewed the Pacific Southwest Railway Museum (PSRM) report for the second quarter of 2017, which was handed out at the meeting (attached). Ms. Hyatt added that annual weed-spraying took place in April.

Ms. Hyatt introduced James Caestecker, PSRM Track Foreman. Mr. Caestecker stated that he looked into who was claiming to be a Carrizo Gorge Passenger Rail group, which was an issue that was raised by Mr. Jablonski at the last meeting. He stated that the Carrizo Gorge Scenic Railway has a Facebook page, and its main goal is to raise awareness about the railroad and garner interest. The group had a Web site that proposed using some rail cars based out of Los Angeles to establish some service. Ms. Hyatt added that the group has been informed that they have no rights to do anything on the line and must go through the proper channels.

Mr. Jablonski asked about PSRM's plan in regard to the FRA-required inspections and load-capacity determinations and what the process will be to undertake the work that is required to be able to continue to provide service.

Ms. Hyatt responded that all of the bridges were built to a 252,000-pound loading capacity. She stated that today's freight can handle up to 286,000 pounds, which produces more of a problem for BJRR than PSRM because PSRM is not running anywhere near that heavy of a load.

Ms. Hyatt spoke with engineers who felt that the bridge would need an additional bent to accommodate the loads coming from BJRR, but this was not included in the PSRM's original plan to rehabilitate the bridges.

Mr. Jablonski expressed concern about the short-term before BJRR begins operations. He asked what is needed for the bridges to come into compliance with PSRM's current operations.

Ms. Landers added that that the bridge-management plan load-ratings should be available by September 2017. There are inspections and load ratings that need to be completed on the bridges on which PSRM operates and asked at which point does PSRM need to go to Bridge 60.08. Mr. Caestecker responded that PSRM's trains go over Bridge 60.08 and into the border tunnel.

Discussion ensued regarding the bridges utilized by PSRM. Members agreed to have a meeting right after to discuss the issues, costs, and a plan to bring the bridges into FRA compliance. Ms. Landers added that the FRA inspector is assisting, but PSRM will not be able to operate if the bridges do not pass inspection.

Ms. Hyatt stated that PSRM was previously getting the inspections pro bono until PIR hired JL Patterson. She does not believe that there was a report completed in 2015. She stated that in 2016, BJRR hired a company but the report it produced is not sufficient.

Fred Byle, Superintendent of Wayside Management with SDTI, stated that PSRM's ratings are due in September 2017. He added that there is time to get the load ratings down and be in compliance by the deadline. The FRA instructor has not put a fine on any of the exceptions on the bridges; however, he could. Therefore, Mr. Byle suggested putting two bridges (Mile Post 60.08 at Division and Mile Post 66.08 in Campo) on the plan and show that two of them are

embargoed; he added that the bridge at Campo is already out of service. Mr. Jablonski added that getting the tunnel completed in the short term does not seem possible. Members agreed that all of the concerns should be addressed at the following meeting.

Action Taken

Informational item only. No action taken.

6. Proposed Revisions to MTS Board Policy No. 12 (Ownership and Operation of the San Diego and Arizona Eastern Railway) (Taken Out of Order)

Ms. Landers stated that ownership and operation of SD&AE is currently outlined in a very old policy (MTS Policy No. 12), which was amended in 2004 to restate and rebrand after the consolidation with SANDAG and, prior to that, it was revised in 1992. She explained that the policy seemed unclear and inconsistent in regard to the current operation and how the meetings are presently handled. Ms. Landers worked with Mr. Allison to update the policy and to reflect that the Desert Line is separate from SD&IV. The revisions also detail the roles of contractors and MTS and SD&AE staffing.

Ms. Landers stated that the revised policy was sent out with the packet, but it was not sent to SD&IV lawyers who may want to review it to make sure that it does not compromise any contractual rights. Ms. Landers added that the policy does not get final approval until it goes to the MTS Board. She proposed to amend today's action to approve the policy contingent upon review by SD&IV's attorneys to give them the opportunity to provide MTS with any substantive comments. She added that upon mutual agreement, the policy could then be brought for final review to the MTS Board of Directors at its September 21 meeting.

Ms. Landers added that the intent is not to have the policy impact any of the contractual rights—just to clarify all of the roles. Mr. Jablonski added that if SD&IV attorneys are able to review the policy by the close of business on Friday, it could go to the MTS Board's next meeting on July 20 (instead of in September).

Action Taken

Board members unanimously approved the proposed revisions to MTS Policy No. 12 (Ownership and Operations of the San Diego and Arizona Eastern Railway)—contingent upon review by SD&IV attorneys and mutual agreement to any changes or edits—and to forward a recommendation to the MTS Board of Directors for final approval and adoption of the policy.

5. Report on the Desert Line (Taken Out of Order)

Manuel Hernández, BJRR CFO, stated that BJRR is working on a three-phase plan to rehabilitate the Desert Line. Mr. Hernández said that Phase 1 would include Division to Jacumba—initially to haul gravel and sand northbound. Phase 2 would include Dos Cabezas to Plaster City, and Phase 3 would include Jacumba to Plaster City. On June 29, 2017, MTS staff met with Customs and BJRR staffs where BJRR presented its operational plan for Phase 1.

Mr. Hernández stated that they are preparing for a possible visit to Washington to present a complete plan for opening up the crossing to Division. He reported that a contract with MTS is very close to finalization, and he anticipates that it should be completed within a couple of weeks. Mr. Hernández also said that the assets purchased from PIR will be covered by July 27.

Ms. Hyatt asked Ms. Landers about the status of the progress on the rolling stock. Ms. Landers responded that claims were received and reviewed, and there did not seem to be any conflicts with people claiming ownership of the same items. She stated that a late claim was received this morning from Ed Kravitz (attached). Ms. Landers added that although MTS mailed and e-mailed a notice to Mr. Kravitz and his client IFE Leasing, it sounds like they did not receive the notice. Ms. Landers has not had a chance to go over the claim to see if there is any conflict. She stated that no one has been given permission to go forward, but that is next on the list; the assets that are easily removable will be first on the list. A right of entry or permit with indemnification and insurance will be necessary from anyone removing assets. Ms. Landers anticipates that this will occur in the next couple of weeks.

Ms. Landers stated that the cars at Dubbers Spur are not accessible, and the line will need to be repaired in some way in order to remove those cars. She added that this will be a longer-term issue to resolve. Ms. Landers stated that claims have been received from Gary Sweetwood, Mitch Beauchamp, and CZRy Police. The backup documentation from CZRy Police is a little unclear, so more clarification of proof of ownership is needed.

Ms. Hyatt asked if anyone is aware of who pays the bills for the repeaters (for the road frequencies). Mr. Caestecker clarified that a radio repeater repeats the radio signal so that it's easier to hear on handheld radios. Ms. Landers responded that it has been unclear to MTS who CZRy Police contracts with and its role. She stated that it will be up to BJRR to determine how to handle security. The goal for the abandoned equipment is to remove anything that is not going to be used for BJRR freight operations or by PSRM.

Mr. Jablonski asked about the condition of the Metra cars. Ms. Hyatt responded that the one that is at Campo is in very good condition; however, the five at Dubbers are not in good condition. Ms. Landers added that those cars were seen to be in bad condition during a recent visit. Discussion continued regarding scrapping rail cars and storage fees.

Ms. Landers reiterated that the intent is to accommodate and encourage people to claim their property and remove it at no cost to MTS (and storage fees would be waived). If that is not possible and MTS is forced to go through the effort of auctioning and scrapping the property, then MTS will expect to recover those costs and storage fees. Ms. Landers also reiterated that next steps will include assuring that there are no double claims on any of the property and then, assuming that there are none, reach out to the claimed owners and come up with a plan to safely remove the property.

Ms. Landers will send a summary to all concerned parties of the claims received, by whom, and what remains unclaimed. Ms. Hyatt suggested contacting the Department of General Services to help determine who owns some of the assets.

Action Taken

Informational item only. No action taken.

7. Real Property Mattersa. Summary of SD&AE Documents Issued Since April 18, 2017

Since the April 18, 2017, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-16-657: Right of Entry Permit to the City of La Mesa for its Flag Day Parade.
- S200-17-658: License agreement with Pacific Bell for aerial fiber crossings east of Campo in San Diego County.
- S200-17-660: Right of Entry Permit to West Coast General Co. for construction of the North Avenue Crossing in the City of Lemon Grove.
- S200-17-661: Right of Entry Permit to Kunzik & Sara Construction, Inc. for construction adjacent to the right-of-way south of Wagner on Marshall Avenue in the City of El Cajon.
- S200-17-662: Right of Entry Permit to the San Diego County Bicycle Coalition for the 2017 Bike the Bay event.
- S200-17-663: Right of Entry Permit to the Navy SW Morale Welfare & Rec for the 30th Annual Bay Bridge Run.

Action Taken

Informational item only. No action taken.

8. Board Member Communications

Ms. Landers informed Board members that MTS is working with a UK film company in relation to a railroad-engineering show about the Goat Canyon Trestle.

9. Public Comments

There were no public comments.

10. Next Meeting Date

The next meeting of the SD&AE Railway Company Board of Directors is on Tuesday, October 10, 2017.

7. Real Property Matters (Taken Out of Order)

The Board convened to Closed Session at 9:43 a.m.

- b. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9(d)(1) CHRIS REIMER v. THE CITY OF NATIONAL CITY, ET AL., SCSC CASE NO. 37-2015-00038580-CU-PO-CTL

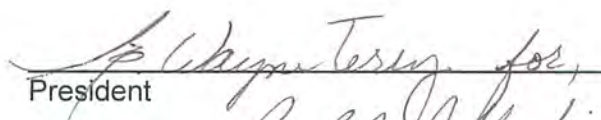
The Board reconvened to Open Session at 10:05 a.m.

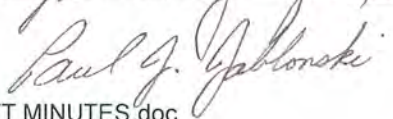
Oral Report of Final Actions Taken in Closed Session

Karen Landers reported that the Board received a report and gave instructions to staff.


11. Adjournment

The meeting was adjourned at 10:05 a.m.



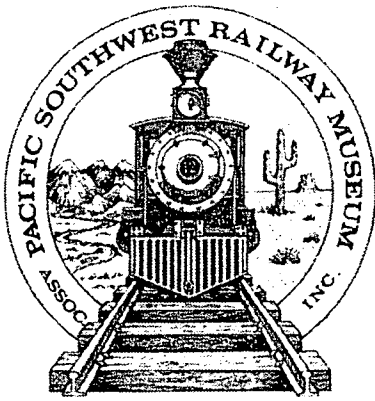
President

Paul G. Jablonski

2017-7-11 DRAFT MINUTES.doc



General Counsel

Attachments: PSRM Second Quarter 2017 Report
E-mail from Ed Kravitz dated 7/11/2017



Pacific Southwest Railway Museum

La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776

July 10, 2017

San Diego & Arizona Eastern Board of Directors
c/o Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Re: Second quarter 2017

Dear SD&AE Board:

During the second quarter of 2017, utilizing all volunteer crews, the Pacific Southwest Railway Museum ran 86 Golden State passenger trains to the international border and return including one school train midweek during May and 4 Valley Flyer passenger trains within the Campo Valley carrying 2,315 passengers during 23 operating days. There were no FRA reportable accidents or injuries during the second quarter, 2017. Ticket revenue from SD&AE property for second quarter, 2017 was \$27,675.73, our check for \$553.51 is enclosed.

Passenger ridership by comparison to the same quarter in previous years:

- 2,315 passengers during the second quarter of 2017
- 1,185 passengers during the second quarter of 2016
- 2,197 passengers during the second quarter of 2015
- 2,794 passengers during the second quarter of 2014
- 1,901 passengers during the second quarter of 2013
- 2,882 passengers during the second quarter of 2012
- 2,434 passengers during the second quarter of 2011
- 1,977 passengers during the second quarter of 2010

I am happy to report that ridership has increased during this quarter as well as for this year. The weather during March, April and May was relatively pleasant and our seasonal favorite, Bunny Trains operated over three operating days with 912 happy participants. PSRM transitioned to its summer schedule following the Father's Day weekend and will operate trains on Saturdays through October 1, 2017. This summer we will operate a Golden State train every Saturday,

departing the Campo Depot at 11:00 am and Valley Flyer caboose trains within the Campo Valley on Saturday afternoons.

PSRM continues to maintain both signalized railroad crossings within our right of way limits performing the monthly and quarterly inspections. PSRM also performs routine track inspections between MP 59.9 and 66.77. Our Road Master reports a total of 172 ties replaced during the quarter and various work re-establishing drainage parallel to the tracks in various areas. On Thursday, June 29th Fred Byle of SDTI brought their hi-rail truck to Campo for a visit by an FRA bridge inspector, an FRA track inspector, a PUC bridge inspector and a PUC track inspector. The FRA track inspector took exception to two areas of track within the entire six miles and issued a report which has been forwarded to MTS General Counsel; no citations are recommended.

Progress towards our birthday party caboose site has been the primary objective this past quarter and work will continue until its completion. This project was partially funded by a San Diego County Enhancement Grant and will be a fantastic addition to our facilities. It is located east of the Campo Depot on the adjacent museum parcel.

No special events are currently planned for the third quarter of this year but this time will be utilized to prepare the equipment and grounds for our busiest quarter of the year from October through December. Tickets will go on sale soon for these reserved trains and I would like to extend an invitation to the members and staff of this board to join us for a train ride along the historic San Diego & Arizona Railway and experience our progress. Incidentally, the 100th anniversary of the SD&A is approaching: November 16, 2019.

Sincerely,

A handwritten signature in black ink, reading "Diana Hyatt". The signature is fluid and cursive, with the first name "Diana" and last name "Hyatt" clearly legible.

Diana Hyatt

President

From: Ed Kravitz <ekatsdrp@yahoo.com>
Sent: Tuesday, July 11, 2017 8:26 AM
To: Jan Gardetto
Cc: Philip Sheridan; Karen Landers; Paul Jablonski; Matt Domen; mitch@psds.com; Diana Hyatt; Tim Allison
Subject: Re: LAST MINUTE INFORMATION FOR SDAE BOARD MEETING THIS MORNING

I just found the e-mail you referenced in my spam folder.

I was recently asked to come back on board to represent I.F.E. to see if we can recover the rail cars referenced. My client was promised interchange when the cars were purchased. Since there was not a storage fee being charged, he was content for some time to allow them to sit. Since then however, a need for their use has materialized yet, my client has been unable to get interchange of the cars to a Class 1 railroad in the United States. Why? Who is responsible?

If the SD&AE is willing to make that rolling stock whole again and expedite interchange to San Ysidro or Yuma we will drop this matter. Unless they can be interchanged or trucked to such an interchange location by the railroad we will seek all remedies including the Surface Transportation Board and Federal Courts.

Please make the Board aware that our official notice began TODAY : **July 7,2017**

We would like to be advised as to who we need to contact these days to get my client's rail cars interchanged to San Ysidro or Yuma? Who , what and when? Your policy and your contractors have prevented my client from access to his property.

**Ed Kravitz (of behalf of I.F.E. Leasing Inc.)
San Diego & Midwestern Railway Partners LLC
619-890-8894**

From: Jan Gardetto <Jan.Gardetto@sdmts.com>
To: "ekatsdrp@yahoo.com" <ekatsdrp@yahoo.com>
Cc: Karen Landers <karen.landern@sdmts.com>
Sent: Tuesday, July 11, 2017 9:27 AM
Subject: FW: LAST MINUTE INFORMATION FOR SDAE BOARD MEETING THIS MORNING

Hi Ed:

I believe that Karen did try to contact you by way of e-mail (attached) to ekatsdrp@yahoo.com on 4/25/17. Maybe it went into your Spam folder?

Jan

MTS Desert Line - Notice of Right to Reclaim Abandoned Property

Karen Landers

To: Christina M. Finrow (cmfinrow@gmail.com); mitch@psbs.com; ekatsdrp@yahoo.com; langlais@cgrp.us; m-lawtrains4dave@aol.com; dhyatt@psrm.org; aotanez@bajarr.com; mphaney@up.com; hoegjohn@yahoo.com;
CC: Jan Gardetto; Monica Coria; Tim Allison; Paul Jablonski; Roberto Romandia - Baja California Railroad (rromandia@bajarr.com); Manuel Hernandez (mhernandez@bajarr.com)
Attachments: Notice of Right to Reclaim Abandoned Property.pdf
Sent: 4/25/2017 12:37 PM

From: Ed Kravitz [mailto:ekatsdrp@yahoo.com]

Sent: Tuesday, July 11, 2017 7:23 AM

To: Jan Gardetto

Subject: LAST MINUTE INFORMATION FOR SDAE BOARD MEETING THIS MORNING

Ed Kravitz

c/o San Diego & Midwestern Railway Partners LLC
11 Bender Drive
Park Forest, IL 60466

San Diego & Arizona Eastern Railway Company
STE 1000
1225 Imperial Avenue
San Diego , CA 92101-7490

July 10, 2017

RE: ABANDONED ROLLING STOCK ON DESERT LINE

While reading the Agenda and Minutes from the April 18,²⁰¹⁷ meeting of the SD&AE Board I saw that there is an effort to remove rolling stock abandoned or land locked on the desert line. In mid-page of page 4 of the

minutes it states that Karen Landers was assigned to reach out to me regarding railcars that I may have represented for the owners previously.

For the record; 'As of 7/10/2017 , I have received no communications whatsoever in this matter.

There are three railcars of which I have personal knowledge. There is a wide cupola caboose which originated at Erie Mining that I sold to Mitch Beauchamp. That caboose was used by the Sweetwood version of Carrizo Gorge Railway.

I also produced to the SD&AE some time ago, two bills of sale for two of the former Metra cars (#7774 & # 8728) out near Anza Borrego area. My client (I.F.E. Leasing) was not in a hurry to obtain interchange of the cars but, he never thought they would be land locked or obstructed from interchange for ten years either?

Vandalism and time have reduced the condition of those railcars to almost minimal value. Replacement value for similar rail cars would be in the vicinity of \$50,000+ in the current market.

I have attached the two bills of sale which I previously presented SD&AE showing ownership by IFE leasing. The deadline set by the board for claiming abandoned property has passed without any contact from your Staff Legal Council (as was directed by the Board of Directors) according to the minutes. It has been partially the fault of the SD&AE that interchange of these railcars has been prevented, causing my client financial harm.

If you scrap these two railcar be advised; that my client will likely seek the current the replacement costs from the SD&AE Board. Because the SD&AE for whatever reasons, could not or would not allow interchange those railcars to San Ysidro or Yuma, it appears that your railroad has interfered with Interstate Commerce and NAFTA.

Please remit a check for \$100,000 for the current replacement costs of former Metra rail cars #'s 7774 & 8728 on behalf of my client, I.F.E. Rail Car Leasing Inc.
Best Regards,

***Ed Kravitz <ekatsdrp@yahoo.com>
San Diego & Midwestern Railway Partners LLC***

Attached please find a Notice of Right to Reclaim Abandoned Property (including a Desert Line – Rolling Stock Inventory and Service List) for your review and possible action.

Please note that the attached Notice contains deadlines and other instructions for all claims.

Karen Landers
General Counsel
San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Direct: (619) 557-4512

Agenda Item No. 2

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

October 10, 2017

SUBJECT:

STATEMENT OF RAILWAY FINANCES

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a financial report for the year ending June 30, 2017, and period ending August 31, 2017.

Budget Impact

None.

DISCUSSION:

Attached are SD&AE's financial results for the year ending June 30, 2017, as well as the period ending August 31, 2017.

Fiscal year 2017 ended with revenues totaling \$1.2 million and expenses totaling \$284,000 resulting in net income of \$924,000. The \$1 million in Desert Line revenue was contributed to MTS capital projects and an estimated \$19,000 in interest was allocated to SD&AE resulting in an estimated \$76,000 decrease to reserves for the year. Although the financial statements have not been published, we do not expect any further changes.

As of August 31, 2017, fiscal year-to-date revenues are \$191,000 favorable to budget primarily due to the Desert Line Lease revenue not included in the budget.

Expenses are \$22,000 unfavorable to budget primarily due to a \$50,000 liability settlement, which was partially offset by a favorable variance in Outside Services.

The Net Income for the period ending August 31, 2017, was \$169,000.

Attachments: SD&AE Operating Statement Fiscal Year 2017
SD&AE Operating Statement for period ending August 31, 2017

SD&AE Operating Statement FY2017-16

	FY 2017						FY 2016	
	Q1 Actual	Q2 Actual	Q3 Actual	Q4 Actual	YTD Actual	YTD Budget	Q1 - Q4 Actual	Variance
Revenues								
Right of Entry Permits	\$ 3,000	\$ 12,999	\$ 3,600	\$ 3,975	\$ 23,574	\$ 30,000	\$ 12,708	\$ 10,866
Lease Income	19,103	19,019	24,311	24,701	87,134	75,000	86,885	249
Desert Line Lease Revenue	250,000	250,000	250,000	250,000	1,000,000	-	1,000,000	-
Operator Income - SD&IV 1% Freight Fee	8,500	8,500	25,487	9,300	51,787	25,000	31,703	20,084
Misc. Revenue (Cure of Default - DL lease assignment)	-	-	-	45,000	45,000	-	-	45,000
Total Revenues	280,603	290,518	303,398	332,976	1,207,495	130,000	1,131,296	76,199
Expenses								
Personnel Costs	2,752	4,347	6,959	26,856	40,914	51,000	38,133	(2,781)
Outside Services	14,059	1,830	39,826	99,036	154,751	250,000	50,554	(104,197)
Risk Management	3,762	4,177	3,744	4,083	15,766	15,500	14,633	(1,133)
Misc. Operating Expenses	1,146	-	-	71,201	72,347	4,500	9,753	(62,594)
Total Expenses	21,719	10,354	50,529	201,176	283,778	321,000	113,073	(170,705)
Net Income/(Loss)	\$ 258,884	\$ 280,164	\$ 252,869	\$ 131,800	\$ 923,717	\$ (191,000)	\$ 1,018,223	\$ (94,506)

Reserve Balance July 1, 2016 \$ 1,581,452

Allocated Interest Earnings - Estimated 19,000
Operating Profit/(Loss) - FY 2017 923,717
Contributed Operating Capital to MTS (1,000,000)

Reserve Balance as of June 30, 2017 \$ 1,524,169

SD&AE Operating Statement FY2018 and FY2017

	FY 2018			FY 2017		
	Jul - Aug Actual	Jul - Aug Budget	Variance	Jul - Aug Actual	Variance	
Revenues						
Right of Entry Permits	\$ 750	\$ 5,000	\$ (4,250)	\$ 3,000	\$ (2,250)	
Lease Income	39,240	12,500	26,740	12,599	26,641	
Desert Line Lease Revenue	166,669	-	166,669	166,669	-	
Operator Income - SD&IV 1% Freight Fee	6,200	4,166	2,034	5,667	533	
Total Revenues	212,859	21,666	191,193	187,935	24,924	
Expenses						
Personnel Costs	6,804	7,768	964	1,361	(5,443)	
Outside Services	7,822	33,972	26,150	9,514	1,692	
Risk Management	52,195	2,584	(49,611)	2,646	(49,549)	
Misc. Operating Expenses	299	666	367	1,146	847	
Total Expenses	67,120	44,990	(22,130)	14,667	(52,453)	
Net Income/(Loss)	\$ 145,739	\$ (23,324)	\$ 169,063	\$ 173,268	\$ (27,529)	

Estimated Reserve Balance July 1, 2017 **\$ 1,524,169**

Interest Earnings - Estimated 2,500
Operating Profit/(Loss) - YTD 145,739
Less Desert Line Revenue (166,669)

Estimated Reserve Balance Aug 31, 2017 **\$ 1,505,739**

Agenda Item No. 3

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

October 10, 2017

SUBJECT:

REPORT ON SAN DIEGO AND IMPERIAL VALLEY (SD&IV) RAILROAD OPERATIONS

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

An oral report will be given during the meeting.

Attachment: Periodic Report for the 3rd Quarter of 2017



SD&AE Board
C/O MTS
1255 Imperial Avenue, Suite 1000
San Diego, California 92101

October 2, 2017

Periodic Report

In accordance with Section 20 of the Agreement for Operational Freight Service and Control through Management of the San Diego and Arizona Eastern Railway Company activities of interest for the 3rd Quarter of 2017 are listed as follows:

1. Labor

At the end of September 30, 2017 the San Diego & Imperial Railroad had 8 employees:

- 1 General Manager
- 1 Manager - Marketing & Sales
- 1 Office Manager
- 1 Mechanical Manager
- 1 Maintenance of Way Employee
- 3 Train Service Employees

2. Marketing

Volume in the 3rd Quarter had a 29% decrease as compared to the same quarter in 2016. Bridge traffic into Mexico had a 48% decrease due to the loss of LPG traffic to modal competition. Traffic terminating or originating on the SDIY was up 32% versus last year due to additional traffic handled at the San Ysidro transload facility.

3. Reportable Injuries/Environmental

Days through year to date, September 30, 2017, there were no FRA Reportable injuries or Environmental incidents on the SDIV Railroad.

Days FRA Reportable Injury Free: 7484

4. Summary of Freight

	2017	2016	2015
Total rail carloads that moved by SDIY Rail Service in the quarter.	979	1385	1086
Total railroad carloads Terminating/Originating Mexico in the quarter.	547	1058	756
Total railroad carloads Terminating/Originating El Cajon, San Diego, National City, San Ysidro, California in the quarter.	432	327	330
Total customers directly served by SDIY in the quarter	12	10	10
Regional Truck trips that SDIY Railroad Service replaced in the quarter	2937	4155	3258

Respectfully,

Matt Domen

General Manager

Agenda Item No. 4

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

October 10, 2017

SUBJECT:

REPORT ON PACIFIC SOUTHWEST RAILWAY MUSEUM

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.

Attachment: Not submitted in time for the mail-out.



Pacific Southwest Railway Museum

La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776

October 9, 2017

SD&AE Board
c/o Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Re: Third Quarter 2017

Dear SD&AE Board:

During the third quarter of 2017, utilizing all volunteer crews, the Pacific Southwest Railway Museum ran 14 Golden State passenger trains, 56 Valley Flyer passenger trains and one midweek school train in September carrying 822 passengers during 15 operating days. There were no FRA reportable accidents or injuries during the third quarter, 2017. Revenue from SD&AE property for the second quarter, 2017 was \$12,616.23, our check for \$252.32 is enclosed.

Passenger ridership by comparison to the same quarter in previous years:

773 passengers during the third quarter of 2016
658 passengers during the third quarter of 2015
1,031 passengers during the third quarter of 2014
1,254 passengers during the third quarter of 2013
1,012 passengers during the third quarter of 2012


Ridership has increased with one less operating day during this quarter compared to the same time period in 2016. During this quarter, the summer train schedule offered trains on Saturdays only with one Golden State in the morning and Valley Flyer trains offered during the afternoon.

PSRM continues Maintenance of Way tasks relative to our portion of track on the Desert Line including signal maintenance. As an update to the FRA track inspector's visit in July, several defect areas were noted and PSRM has hired a contractor to complete a substantial tie replacement program that will address these areas and additional areas between Campo and MP 61.9. We are hopeful the contractor will be mobilizing within the next thirty days to begin work. I have been working with MTS personnel to finalize the arrangements for the Right of Entry

Permit. The required annual bridge inspection on the bridge at MP 65.27 has been performed by Jacobs Engineering as well as the load rating on this bridge. Although not required, the FRA bridge inspector has been kept apprised and is satisfied with PSRM's efforts therein.

There were no special event trains during the third quarter but sales are open for our popular Pumpkin Trains which will run the four weekends before Halloween and the North Pole trains which will operate every Friday and Saturday in December before Christmas. All here are invited to join us for either event or even a visit on any weekend, feel free to drop me an email at dhyatt@psrm.org.

Sincerely,



Diana Hyatt
President

Agenda Item No. 5

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

October 10, 2017

SUBJECT:

REPORT ON THE DESERT LINE

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.

Attachment: Not submitted in time for the mail-out.



DESERT LINE REPORT
October 10th, 2017

Baja California Railroad, Inc.

TABLE OF CONTENT

- 1. BJRR acquisition of PIR Assets**
- 2. BJRR-MTS Lease and Operating Agreement**
- 3. Injuries, Accidents, Environmental and Other Incidents.**
- 4. Freight Activity**
- 5. MTS Lease Payment**

1) BJRR acquisition of PIR Assets:

On August 31st of this year, the last installment of the PIR Assets was paid by BJRR. There is no other outstanding balance pending that is owed by BJRR for this transaction. There is an outstanding issue that PIR is some land property taxes that PIR owed and would be covered by them once acquisition was completely settled. As of today, we have not received confirmation from our legal counsel that this has been covered.

2) BJRR-MTS Lease and Operating Agreement:

On September 21st of this year, the new BJRR-MTS Lease and Operating Agreement. Among the main changes to the PIR Lease, is the term that is for 99 years and the Reconstruction Plan which will be done in 3 phases.

3) Injuries, Accidents, Environmental and Other Incidents:

There are no INJURIES / ACCIDENTS or ENVIREOMENTAL incidents in this period to report.

6. Freight Activity:

There was no freight activity during the period.

7. MTS Lease Payment:

BJRR paid has the \$500,000 semiannual lease payment due in June 2017. There's no outstanding balance with the MTS.

Agenda Item No. 6a

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

October 10, 2017

SUBJECT:

SUMMARY OF SD&AE DOCUMENTS ISSUED SINCE JULY 11, 2017

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

Since the July 11, 2017, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-16-649: Construction and Maintenance Agreement with the City of Lemon Grove for the North Avenue Realignment Project.
- S200-17-656: Right of Entry Permit to S E Pipeline to construct a gas pipeline at 65th Street in the City of San Diego.
- S200-17-659: License Agreement with the City of Imperial Beach for a community park between 11th Street and Cherry Avenue.
- S200-17-664: Right of Entry Permit to Pacific Bell Telephone Company for overhead fiber line construction near Campo at La Posta Road and Campo Road.
- S200-17-668: Right of Entry Permit to RECON Environmental, Inc. for the slope revegetation project at the San Ysidro yard.
- S200-17-672: Right of Entry Permit to Carlton Media Company for filming at the Goat Canyon Trestle.

Agenda Item No. 7

San Diego and Arizona Eastern (SD&AE) Railway Company
Board of Directors Meeting

October 10, 2017

SUBJECT:

APPROVAL OF THE 2018 SD&AE BOARD OF DIRECTORS MEETING SCHEDULE

RECOMMENDATION:

That the SD&AE Board of Directors approve the 2018 SD&AE Board of Directors meeting schedule.

Budget Impact

None.

DISCUSSION:

The SD&AE Board of Directors customarily meets once each quarter to discuss business and receive reports from its contract operators.

The following meeting schedule is recommended for 2018:

Tuesday, January 9, 2018	9:00 a.m.	(Fourth Quarter 2017 Reports)
Tuesday, April 10, 2018	9:00 a.m.	(First Quarter 2018 Reports)
Tuesday, July 10, 2018	9:00 a.m.	(Second Quarter 2018 Reports)
Tuesday, October 9, 2018	9:00 a.m.	(Third Quarter 2018 Reports)

Upon approval of the above meeting dates, additional information regarding materials due dates and mail-outs are as follows:

Materials Due to Clerk:

Wednesday, January 3, 2018
Wednesday, April 4, 2018
*Tuesday, July 3, 2018
Wednesday, October 3, 2018

Materials Posted:

Friday, January 5, 2018
Friday, April 6, 2018
Friday, July 6, 2018
Friday, October 5, 2018

*Materials due early due to July 4 holiday.



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Agenda Item No. 30

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

ZERO EMISSION BUS (ZEB) DISCUSSION (PAUL JABLONSKI)

RECOMMENDATION:

That the Board of Directors direct the Chief Executive Officer (CEO) to complete a plan for a zero emission bus (ZEB) pilot program and return to the Board with a recommendation for its implementation.

Budget Impact

Designing a ZEB pilot will require the procurement of specialized technical consulting services. Staff will return to the Board in the event that the cost for these services exceeds the CEO's authority. Staff will provide a financing plan for the pilot's implementation as part of the recommendation for its approval.

DISCUSSION:

ZEBs are urban buses that produce zero-exhaust emissions of any pollutant. The types of vehicles that qualify under this definition include hydrogen fuel-cell buses, electric trolley buses with overhead twin-wire power supply, and battery-electric buses (BEBs).

The California Air Resources Board (CARB) included in its Fleet Rule for Transit Agencies a requirement that transit operators with fleets larger than 200 buses fulfill specific ZEB purchase requirements. However, CARB delayed implementation of this requirement because it was determined to be infeasible. More recent developments in battery electric technology have led to renewed interest in converting transit fleets to zero emission technology, and BEBs have been the basis for pilots in a number of transit agencies.

ZEBs have the potential to provide a number of benefits. Criteria and greenhouse gas emissions reduction at the tailpipe is the primary benefit of ZEB technology, but it is not the only benefit that ZEB pilots are testing. Smoother acceleration and better handling



and ride, noise reduction inside and outside the bus, reduced maintenance cost, greater energy efficiency, and reduced costs over the life of the vehicles are some of the benefits predicted with this technology. However, there are some challenges that have been identified in its limited deployment. For instance, there are significant additional marginal costs for electric vehicles and the charging infrastructure, the infrastructure is not standardized across vehicle manufacturers, and questions remain regarding the scalability of that infrastructure for large urban fleets.

MTS staff, a representative from CARB, and a member of the Center for Transportation and the Environment will provide the Board with information on ZEB technology.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Zero Emission Transit Vehicles and the Advanced Clean Transit Regulation



Board of Directors
October 19, 2017

Zero Emission Bus Regulation (ZEB)

- ZEB regulation was part of the Fleet Rule for transit agencies
- Fleet Rule mandated choice of diesel or alternative fuel path
 - Diesel path agencies in the Bay Area were required to fund and implement pilot ZEB program (genesis of the Fuel Cell bus pilot in Oakland)
 - MTS selected CNG for alternative fuel path
 - Fleet almost at 100% conversion
 - \$70 million investment
 - 100% Renewable Natural Gas
- 15% of all new bus purchases for agencies of 200+ buses must be ZEB, by 2018
- Rule defines ZEB vehicles as:
 - Hydrogen fuel cell bus
 - Electric trolley with twin-wire overhead power
 - Battery electric bus (BEB)
- Implementation of the 15% requirement currently suspended by CARB



Advanced Clean Transit (ACT)

- CARB began looking at regulation again in 2015 – ACT as part of the overall mobile source strategy
- Met with transit agencies (including MTS) to better understand operational needs and ownership costs
- Set up the ACT workgroup
- Transit agency sub committee chaired by MTS CEO
- MTS participating in the Total Cost of Ownership modeling project
- California Transit Association working with CARB to craft a performance based rule
- In the meantime, transit agencies have been launching pilot programs and setting ZEB program goals
 - 107 ZEB's in operation
 - Testing validity of modeling and manufacturers' promises



Battery and Fuel Cell Electric Buses in California

(107 in operation and 340 on order/awarded as of September 2017)

Battery and Fuel Cell Electric Buses in California (Last Updated: 9/13/2017)

#	Transit Agency/Transportation Service Provider	Total Buses	Headquarters	Operating		On Order / Awarded		100% Zero Emission Target Year
				FCEB	BEB	FCEB	BEB	
1	Alameda-Contra Costa Transit District (ZEB)	613	Oakland	13	0	10	5	
2	Anaheim Resort Transportation	73	Anaheim	0	0	0	4	
3	Anteater Express (University of California, Irvine)	30**	Irvine	1	0	0	20	2018
4	Antelope Valley Transit Authority	77	Lancaster	0	2	0	50	2018
5	BruinBus (University of California, Los Angeles)	14**	Los Angeles	0	0	0	2	
6	Central Contra Costa Transit	120	Concord	0	4	0	4	
7	City of Modesto Transit Division	74	Modesto	0	0	0	4	
8	Foothill Transit	327	West Covina	0	17	0	33	2030
9	Fresno County Rural Transit Agency (FCRTA)	78	Fresno	0	4***	0	6	
10	Fresno State (California State University, Fresno)	2	Fresno	0	0	0	3	
11	GTrans	60	Gardena	0	6	0	0	
12	Long Beach Transit	223	Long Beach	0	7	0	3	
13	Los Angeles County Metropolitan Transportation Authority	2457	Los Angeles	0	0	0	105	2030
14	Los Angeles Department of Transportation	326	Los Angeles	0	2	0	2	2030
15	Marguerite (Stanford University)	79**	Stanford	0	23	0	15	
16	Marin Transit	65	San Rafael	0	0	0	2	
17	Monterey-Salinas Transit	104	Monterey	0	1	0	0	
18	Orange County Transportation Authority	904	Orange County	1	0	10	0	
19	Porterville Transit	15	Porterville	0	0	0	12	2018
20	San Francisco Municipal Transportation Agency *	499	San Francisco	0	0	0	0	
21	San Joaquin Regional Transit District	111	Stockton	0	2	0	15	2025
22	Santa Barbara Metropolitan Transit District	112	Santa Barbara	0	14	0	14	
23	Santa Clara Valley Transportation Authority	509	San Jose	0	0	0	5	
24	Santa Cruz Metropolitan Transit Districts	112	Santa Cruz	0	0	0	3	
25	Solano County Transit	52	Vallejo	0	2	0	1	
26	SunLine Transit	72	Thousand Palms	5	3	10	0	
27	Visalia Transit	46	Visalia	0	0	0	2	
	Total	7154		20	87	30	310	

* Includes only vehicles reported in NTD 2015 as vehicle types bus, articulated bus, over-the-road bus, and double decker and mode types CB, MB, DR, and RB

** Not reported in NTD

*** Zero emission vans

*Also operates electric catenary trolley buses

**Total number of transit systems in California = 77

**Total number of buses in California 10,000



Zero Emission Transit Vehicles – Potential Benefits

Emissions Reductions (GHG and Criteria)

- Transportation sector accounts for 27% of total GHG emissions (EPA)
- Transit accounts for about 6% of total GHG emissions (EPA)
- MTS' current emissions footprint is relatively small
 - 45% of ridership already on electric vehicles (trolley)
 - Bus fleet near zero emissions (Renewable natural gas + Low Nox engines)
- Emissions profile of electricity production is improving with renewables

MTS wants to do more to further reduce emissions and supports the ACT



Zero Emission Transit Vehicles – Potential Benefits

Other Potential Benefits

- * Lower maintenance costs
 - * Energy efficiency
 - * Lower total cost of ownership
 - * Noise reduction
 - * Better performance
- Transit agencies are testing the ability of today's zero emission bus (ZEB) technologies to achieve these benefits

Key transition factor: current costs to implement and operate

- If switching to ZEB technology proves too costly, agencies will have to make up the difference (service cuts or fare increases), or find additional funding sources



One Type of ZEB: Fuel Cell/Hydrogen (FCEV)

- On board fuel cell converts hydrogen into electrical energy to operate the bus
 - Buses are fueled with hydrogen each day
 - Combines hydrogen with oxygen from the air electrochemically to produce electricity and emit only pure water vapor.
 - Hydrogen can be produced from natural gas, biogas, and electricity
- Requires a hydrogen fueling infrastructure or daily fuel deliveries
- Performance, range and refill time similar to combustion vehicles, with the quiet operation, zero emissions and power of electric drive
- AC Transit, Sunline and OCTA operating FCEVs
- Actual data from the FCEVs showed fuel economy 1.4 times higher than that of diesel baseline buses (AC Transit) and 1.9 times higher than that of compressed natural gas baseline buses (Sun Line)
- Cost per 40 foot bus greater than \$1 million



One Type of ZEB: Battery Electric Bus (BEB)

- On board batteries store electrical energy from an off-vehicle charging system
- Requires charging infrastructure
- Majority of transit systems looking for a zero emission solution are selecting BEB's rather than FCEV's



Four of the Main BEB Manufacturers

General: Operating range between 100 – 150 miles (depot charge)

Average bus price is between \$750,000 - \$850,000

- **BYD**
 - Standard and articulated buses
 - Originally a battery manufacturer
 - Chinese company, but manufacturing in California (Buy America)
 - Only build BEBs
- **Proterra**
 - Standard buses
 - US company, manufacturing in California
 - Only build BEBs
- **New Flyer**
 - Standard and articulated buses
 - Canadian company, but manufacturing in the US
 - Manufactures all types of buses (MTS supplier)
 - Largest North American bus manufacturer overall
- **Gillig**
 - Standard buses
 - California company
 - Manufactures various types of buses (MTS supplier)
 - Partnering with Cummins



Basics of Battery Electric Technology

- Engine and transmission replaced with an electric drive system that is fueled by electricity stored in on-board batteries.
 - BEBs also use regenerative braking to produce electricity that is stored in the batteries
- Fuel tanks on CNG buses replaced with batteries that store “fuel”
- Two types of “fueling” systems (ways that batteries are charged)
 - a. Slow charge/ depot charging**
 - Plug-in at the facility/depot
 - About 4 to 5 hours for full charge, typically overnight
 - b. Fast charge / in route charging**
 - Quick charge in route with chargers, typically away from operations facilities
 - 10-15 minute charge each trip or hour
 - Adds about 1% charge per minute of charging
 - Can be above ground/overhead charging (Proterra and New Flyer), or underground/contactless charging (WAVE)
 - Both fast charge infrastructure choices are engineered to work with a single manufacturer, not interchangeable between bus manufacturers at this time

Slow Charge/Depot Charge

Pros

- **Range is rapidly increasing for all manufacturers**
- Greater flexibility in setting routes, managing detours
- Avoids additional cost of in route chargers
- Does not require public right of way for infrastructure
- Can be combined with in route charging system to optimize range

Cons

- Requires more batteries on board
- Shorter daily range
 - May require more buses to service entire day
- On board energy management systems are more critical
- Some aspects of the charging infrastructure are proprietary to the manufacturer
- Possible challenge for electric infrastructure to provide adequate supply all at once (overnight)
 - Under current rate setting policies, could trigger higher time of use rates
- Requires more space in operations facility
 - Problematic in urban areas where real estate is scarce and expensive, facilities already space-challenged



Fast Charge / In Route

Pros

- Can extend range and keep buses out for longer periods of time
- May not require as many additional buses

Cons

- **With BEB operating ranges rapidly increasing, will probably be a transitional technology**
- Requires mandatory layover times to be built into schedules
- Requires charging infrastructure in route
 - Could affect community character, use of public right of way
- Reduces flexibility in service operations
 - Costly to change routing to adapt to changing demand (eg. MTS's TOP)
 - Challenging when detours occur
- Need to supply more electricity to more locations: higher electrification infrastructure costs
- Adds cost to each bus -- \$50,000 to \$95,000 per bus for WAVE



In-Route Fast Charging Examples



Hybrid: Depot and In Route Charging (most common)

- Provides longest daily range
- May not require as many additional buses
- Additional infrastructure costs since two types of charging systems

Antelope Valley Transit Authority, AVTA (Example)

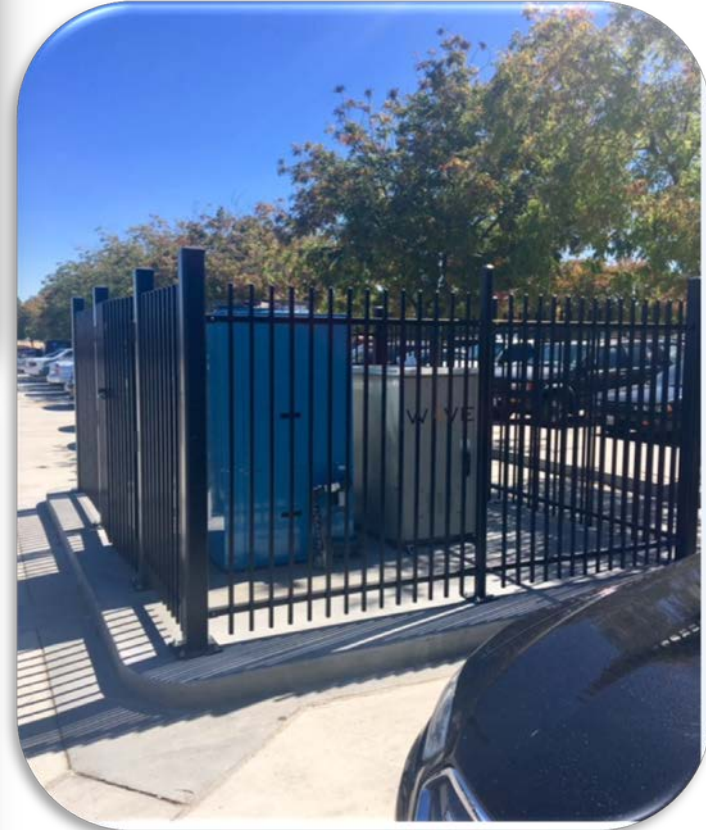
- Deploying this hybrid approach to become 100% electric
- 80 buses = 80 individual depot chargers
- 15 acre facility to work with
- \$5 million to get facility adequate connection to electric grid
- 13 in route WAVE chargers
 - \$350,000 per charger, plus \$500,000 installation cost per charger
- Backup diesel generator for blackouts – 25 bus capacity per day



AVTA Depot Infrastructure: Depot Chargers



AVTA WAVE Infrastructure



AVTA Depot Infrastructure: Back-up Generator



MTS ZEB Pilot

Key components to be evaluated:

- **Costs**
 - Life cycle
 - Initial capital and construction
 - Fuel
 - Maintenance
 - Major component replacement (batteries)
- **Operational Characteristics, Range and Fuel Efficiency**
 - In route vs. depot charging comparisons
 - Climate
 - Route profiles
 - Passenger loads
 - Operator performance
 - Battery capacity and degradation over bus life
- **Infrastructure for facilities and charging systems**
- **How to scale up an electric fleet from pilot to 100% deployment**
- **Training needs for employees**



Challenges Specific to San Diego

(to be evaluated during pilot phase)

- **Much higher cost of SDG&E electricity compared to other parts of California:**
 - Electricity costs are 50% - 100% higher than CNG costs
 - Peak charges could be during the battery charging time period
 - Need change in utility pricing policies to make the costs closer to CNG
 - Eg. waiver from time of use charges
- **Pilot to full deployment issues:**
 - Cost/availability of additional land for charging facilities in dense urban areas
 - Shorter current range (150 miles versus 350 miles for CNG bus) may mean more buses needed for same service
 - Current state of depot fueling technology will reduce bus parking capacity (bumper to bumper, side to side parking is used at all four facilities)
 - Antelope Valley, all electric – 80 buses, 15 acres
 - MTS Imperial Avenue Division, CNG – 174 buses, 8 acres



Challenges Specific to San Diego (evaluated during pilot phase)



Potential Pilot Financing

- SB 1 for FY 2018
- Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)
 - Covers some of the incremental difference in bus price (\$95K to \$110K per bus)
 - Administered by CARB
 - “First Come, First Serve” competitive process
- VW Settlement funds
- Federal 5339 (c):Low or No Emission Bus Program
 - Just awarded this month
- Cap and Trade
- Low Carbon Fuel Standard (LCFS) credit program



Staff Recommendation

- Direct the CEO to complete a plan for a zero emission bus pilot program and return to the Board with a recommendation for its implementation.

Presentation by Steve Clermont, Center for Transportation and the Environment



Zero Emission Bus Best Practices

**Steve Clermont
Director, Senior Project Manager
Center for Transportation & the Environment**

October 19, 2017



About CTE

Mission: To advance clean, sustainable, innovative transportation and energy technologies

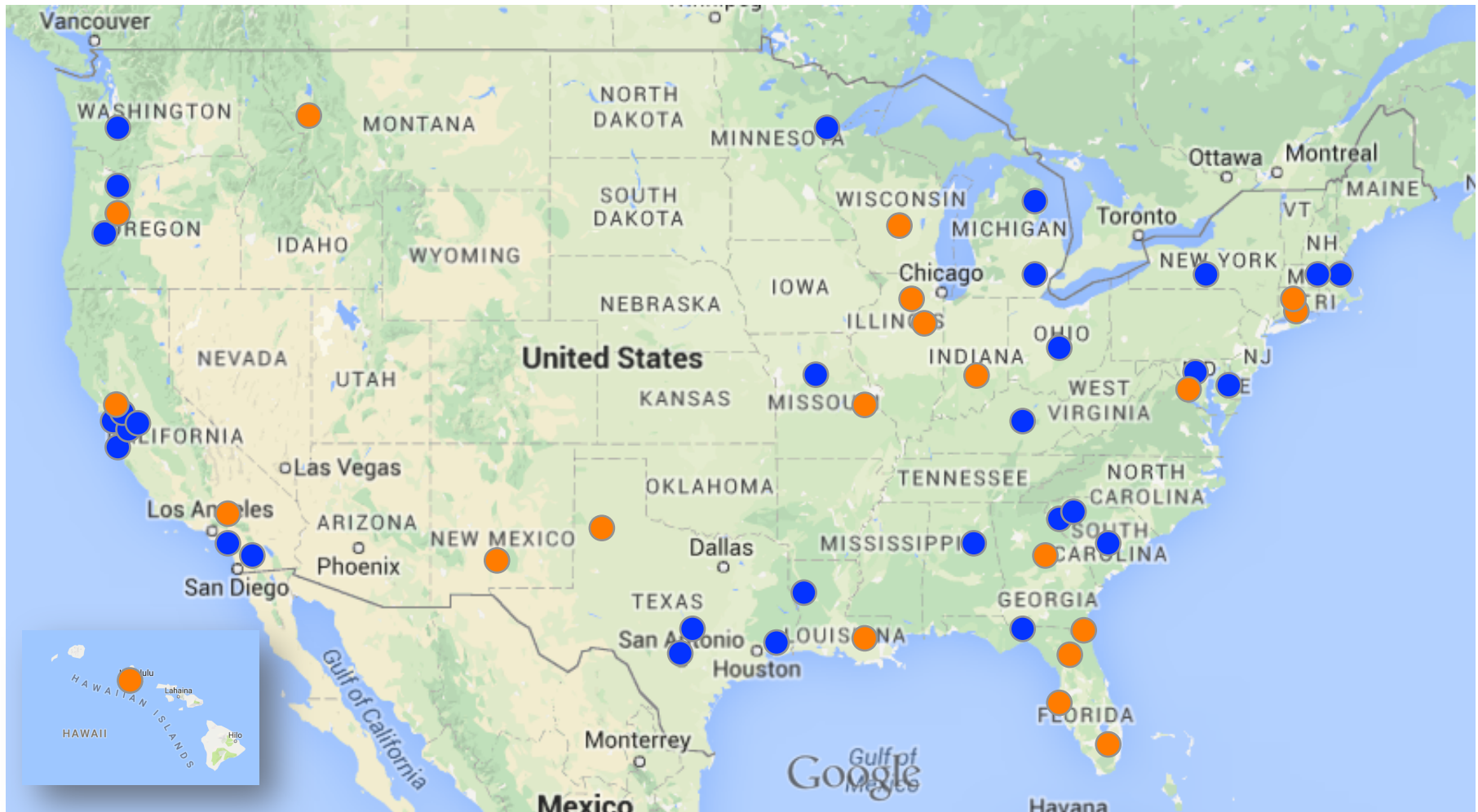
- Non-profit, independent resource
- National presence – Atlanta, Berkley, Los Angeles, St. Paul
- Portfolio: \$450m+ research, demonstration & deployment

Our ZEB Services

- Grant Funding
- Feasibility & Fleet Transition Strategy (a.k.a. ZEB Roadmap)
- Requirements Analysis and Technology Assessment
- Technical Specifications and Procurement Evaluation
- Production Oversight, Buy America Audits, & Resident Inspections
- Deployment Project Management and Technical Assistance
- Benefits Analysis and Key Performance Indicator Reporting

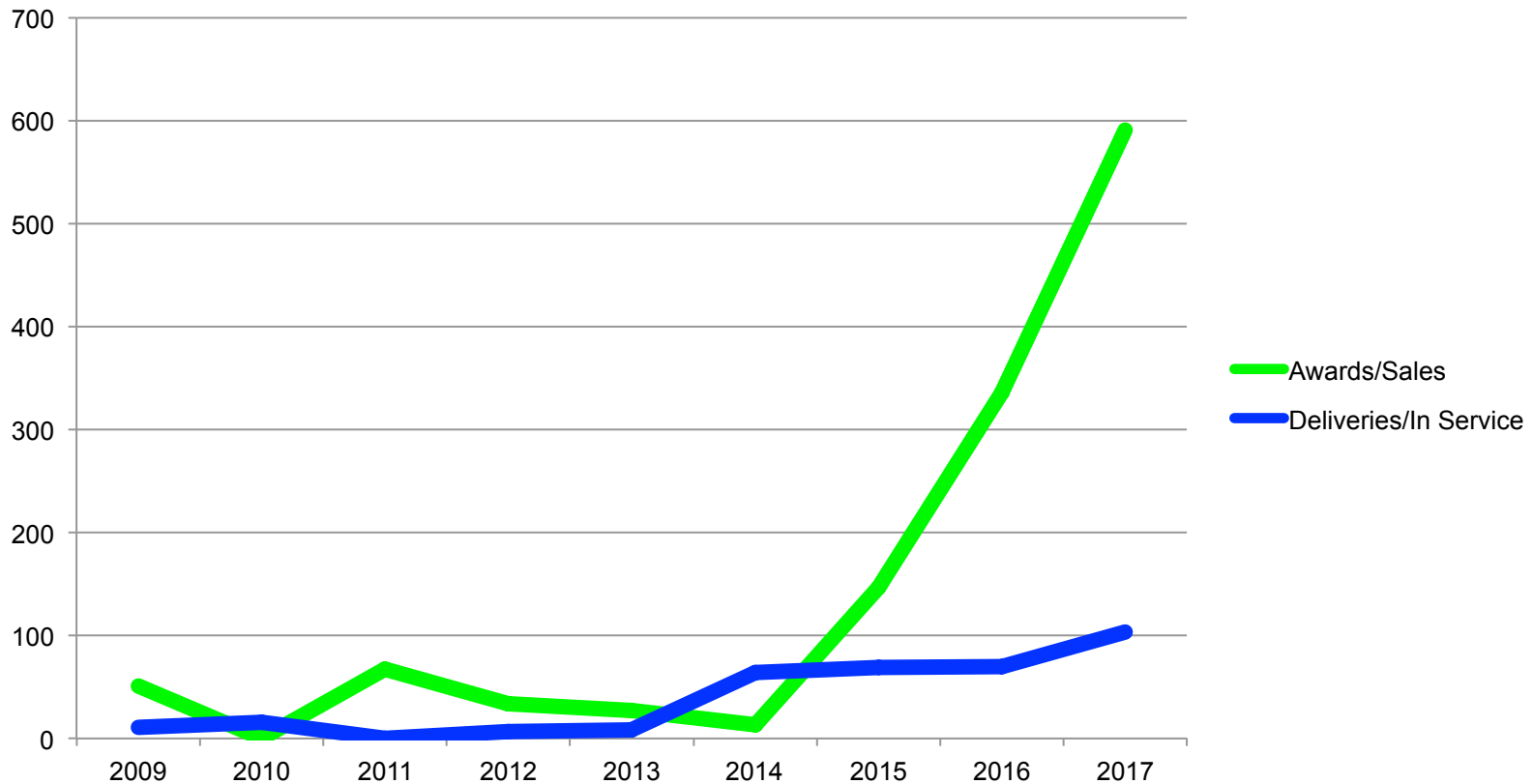


CTE Zero Emission Bus Projects



- **Current Zero Emission Bus (ZEB) Projects with CTE (>140 ZEB's with over 30 Agencies)**
- **2017 Low-No Awards with CTE (> 50 ZEB's with 25 Agencies)**

ZEB U.S. Annual Sales & Deliveries



- **> 140 Agencies**
- **> 1200 cumulative awards/sales**
- **> 340 cumulative deliveries/in service**

ZEB Market Development

Calendar Year	Awards & Sales
2011 - 2014	141
2015	147
2016	336
2017	591

BEB

Calendar Year	Base Price	Energy Storage
2011	\$1.2 mm	75 kWh
2017	\$750k	300+ kWh

FCEB

Calendar Year	Base Price
2011	\$2.2 mm
2017	\$1.2mm

Key to ZEB Success: Planning!

- Understanding available ZEB technology options
 - Battery vs. Fuel Cell
 - Variety of battery configurations
 - 75 kWh - 660 kWh
 - Variety of charging configurations and adapters
 - Depot Plug-in, On-Route Overhead Conductive, On-Route In-ground Inductive
 - Variety of charge rates
 - 50 kW – 500 kW
- Understanding ***your*** requirements to determine the best zero emission buses and infrastructure for ***your*** transit agency
- Understanding how to deploy ZEB technologies

Technology Assessment

-



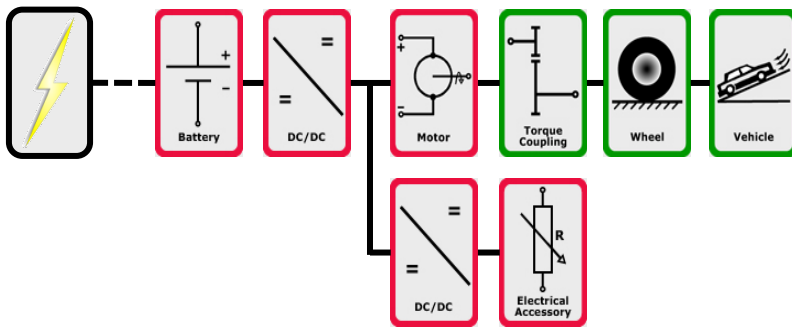
Ready For Battery Electric?



Touch Here!

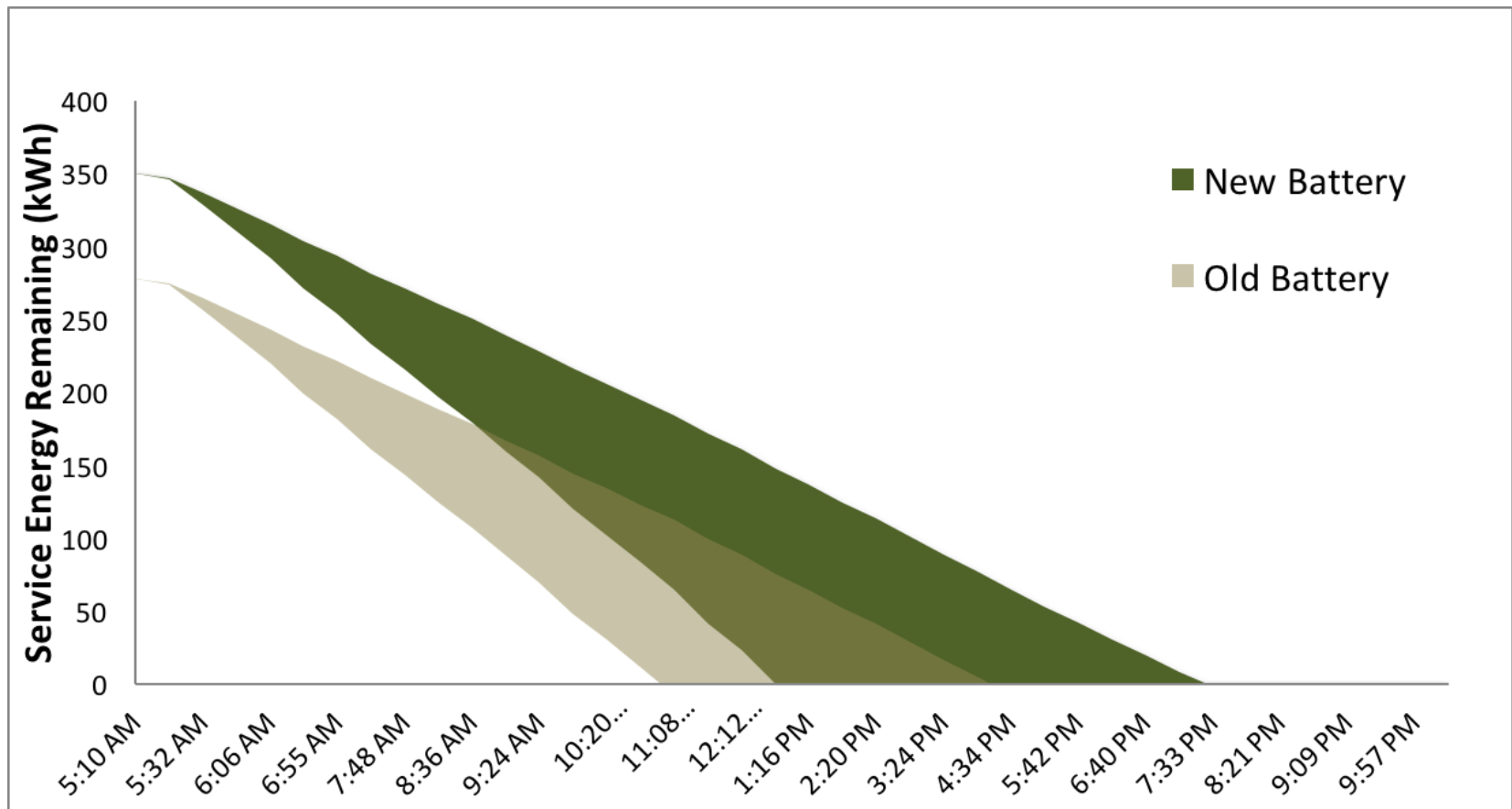
Data-Driven Decision Making

- ZEB Modeling & Simulation
 - CTE uses Argonne National Labs' Autonomie, augmented with CTE-defined methods, models, and procedures



Technology Assessment

- Assess energy consumption based on:
 - Nominal vs. Strenuous Loads
 - Beginning-of-Life vs. End-of-Life Batteries



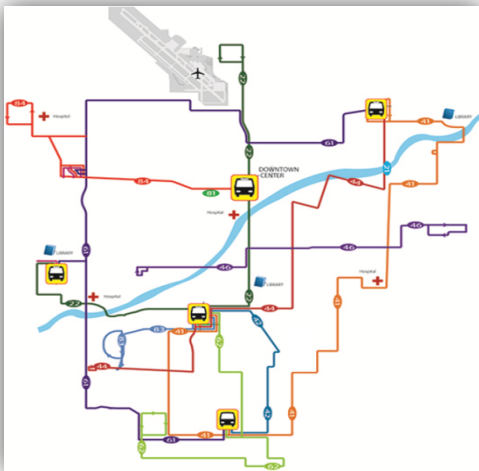
Infrastructure Planning

- Site Selection
- Capacity Planning/Utility Coordination
- Redundancy – Contingency Planning
- Scalability for fleet expansion
- Parking, Staging, Yard Operations
- Data Networking / Charge Management Requirements
- Planning/Design/Permitting
- Construction, Installation, Commissioning
- Coordination with Vehicle Delivery



Deployment Planning

- Operator Training
- Maintenance Training
- First Responder Training
- Route/Service Enhancements
- PR/Communication



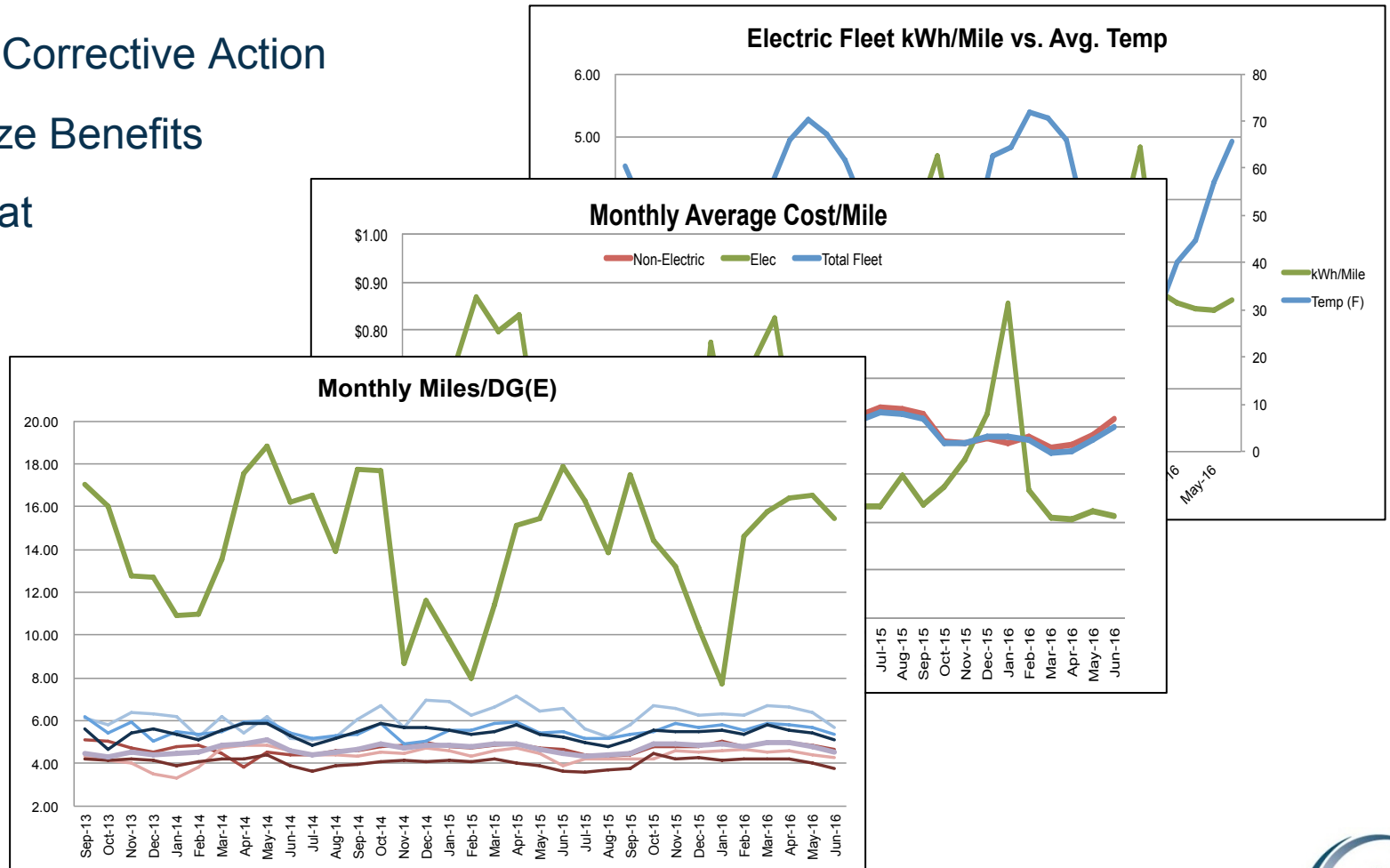
Implementation

- Bus, Charging, and Data System Testing
- Shadow Service – Route Validation
- Adjust deployment strategy, as necessary



Benefits Realization: KPI Analysis

- Track & Analyze Performance
- Take Corrective Action
- Realize Benefits
- Repeat



Questions?

Center for Transportation & the Environment

www.cte.tv

Steve Clermont

steve@cte.tv



Handout



AGENDA ITEM NO.

30

REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

3/1

**PLEASE SUBMIT THIS COMPLETED FORM (AND YOUR WRITTEN STATEMENT)
TO THE CLERK OF THE BOARD PRIOR TO DISCUSSION OF YOUR ITEM**

1. INSTRUCTIONS

This Request to Speak form must be filled out and submitted in advance of the discussion of your item to the Clerk of the Board (please attach any written statement to this form). Communications on hearings and agenda items are generally limited to three minutes per person unless the Board authorizes additional time; however, the Chairperson may limit comment to one or two minutes each if there are multiple requests to speak on a particular item. General public comments on items not on the agenda are limited to three minutes. Please be brief and to the point. No yielding of time is allowed. Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

(PLEASE PRINT)

DATE	10/19/17		
Name	RAY PINOLE		
Address	7140 STEEP CREEK DR.		
Telephone	530 677-4613		
Email	RAY_PINOLE@MSN.COM		
Organization Represented	SIERRA CLUB		
Subject of Your Remarks	ELECTRIC BUSES		
Regarding Agenda Item No.	430		
Your Comments Present a Position of:	<input type="checkbox"/>	<input checked="" type="checkbox"/> SUPPORT	<input type="checkbox"/> OPPOSITION

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At Public Hearings of the Board, persons wishing to speak shall be permitted to address the Board on any issue relevant to the subject of the Hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Board on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five speakers with three minutes each, under the Public Comment Agenda Item. Additional speakers will be heard at the end of the Board's Agenda.

NOTE: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

**Written Comments to the San Diego MTS Board of Directors for the 10/19/17 Meeting
Regarding the Feasibility of Transition of its Transit Fleet to Electric Buses and
Response to Comments Made at the Board's September 21, 2017 Board Meeting**

By Ray Pingle, Sierra Club California

At the September 21, 2017 SD MTS Board meeting, agenda items 31 and 32 concerning the procurement of CNG buses, were discussed and approved. Much of the discussion involved consideration of procuring electric buses. In the public comment section on these items, Mr. David Grubb from the Sierra Club Advanced Clean Transit Campaign in San Diego offered to Chair Mathis that he could "...bring in one of our people who is a real expert on this area of electric buses and give you a really substantive presentation of what the pros and cons are as we see it from the environmental side". Chair Mathis responded with, "Okay. We'll take you up on that. Thank you."

The purpose of this letter is to provide additional information on the status of electric bus adoption, progress and benefits and our response to Mr. Jablonski's statements at that meeting.

In the board meeting, Mayor Salas asked the question,

"My question was, is there a plan within this to start moving to electrifying our fleet? Because it's such a big investment and we've got California requirements that are going to come down on us that will require that we move to electricity. ... The mandates that CARB is going to impose on us in terms of electrifying buses, so are we purchasing these buses without a plan to begin to move our fleet into electric buses? It just appears to me that if we can start implementing the purchases of electric buses now and easing into it instead of at some point in time being mandated to convert to electric buses. Wouldn't it be better if we can do that?"

Mr. Jablonski replied, "I guess the short answer is no and I'll try to explain why."

We respectfully disagree with his answer and believe SD MTS would be well advised to prepare a plan and begin transitioning to zero emission buses. Below we have listed Mr. Jablonski's comments in quotes along with our comments organized by topic.

Adoption - Status of ZEB Development

"The issue becomes with electric buses. Certainly, they are increasing in popularity, although the last time I looked at it, there was only about 200 electric buses deployed nationwide. It might be up a little bit from then. Mostly everything that's being done right now is pilot.... Antelope Valley I think has about 75 buses. They were the first ones to suggest that they were going to do it. They announced it two years ago. I don't think they even have five electric buses from the manufacturer that they're running."

1. The attached CARB report notes that there are 107 ZEBs currently in operation in California with 340 more on order or awarded.

2. There are several agencies that have moved well beyond the pilot phase and are implementing significant numbers of subsequent phases of bus deployments. For example, 332 bus Foothill Transit began its demonstration pilot with its first three electric buses in October 2010. It went well and in 2014, Foothill acquired 12 next generation Proterra buses. They will accept delivery of 13 more electric buses in 2017 and have ordered another 20 for delivery in 2018.
3. ZEB adoption in the state has grown dramatically in the last 18 months by more than 1/3 with several transit agencies (TAs) making 100% ZEB commitments.
 - a. Of 39 TAs with 50 or more buses, over 50% now either have or are getting ZEBs (please see attachment from CARB for detail).
 - b. A growing list of transit agencies are planning to go to 100% ZEB fleets.
 - LA Metro (2,457 buses – the largest TA in the state and second largest in the nation; about 25% of all of California’s public transit buses) – In July this year, the LA Metro Board approved staff’s plan to transition to 100% electric buses by 2030. They further approved the purchase of 95 electric buses for their Orange and Silver lines.
 - San Joaquin Regional Transit District – July this year approved a commitment to 100% ZEBs by 2025.
 - Antelope Valley Transit Authority- committed to 100% by 2018
 - Foothill – 100% by 2030
 - Others (Please see attached CARB listing.)
 - c. Universities - Major California Universities are rapidly adopting ZEBs including:
 - University of California at Irvine is on track to make its 20-bus fleet 100% ZEBs by 2018. The transition is being paid for through a student fee voted on by the students.
 - University of California at Los Angeles replaced its last two diesel buses with electrics in 2016 and has committed to 100% ZEBs by about 2024 by replacing its remaining 14 CNG buses.
 - Stanford University will have, by the end of this year, 38 ZEBs or 44% of its fleet of 87 buses and plans to continually increase its percent of ZEBs in the future.
 - d. Agencies across the US are making significant battery electric bus (BEBs) purchases for their fleets including:
 - King County in Seattle is ordering 73 and has plans for a total of 120 by 2020.
 - Miami-Dade County is getting 33 BEBs by late 2017 with options for an additional 42.
 - Denver will be getting 36 BEBs in the first half of this year
 - Philadelphia is getting 25.
 - Others
 - e. China has over 225,000 electric buses in operation as of end of 2016 with more than 115,000 added in 2016 alone.

4. The California Transit Association (CTA) supports zero emission buses. Following are some excerpts from recent testimony provided to the CPUC entitled "A1701020 et al – SB350 TE Standard Review Project – Rebuttal Testimony – California Transit Association 9-5-17"

- "The Association has long been supportive of advancing zero-emission technologies in the public transit sector, and continues to be an enthusiastic partner in the state's efforts to achieve the greenhouse gas ("GHG") emissions reduction and air quality goals...
- Transit fleets serve the greater good by providing clean and energy-efficient mobility options to the general public, including dependent riders and disadvantaged communities. The Association further urges the Commission to consider that the California Air Resources Board's ("CARB") Scoping Plan has identified the transition to an electrified transit fleet as a key strategy for meeting the state's 2030 GHG emissions reduction goal.¹
- Within the public transit industry, battery-electric transit buses are a commercialized and well-understood technology that have become the preferred technology choice, funding permitting, for public transit agencies throughout the state."

Electric Bus Range

"We've looked I think ... I think if we looked at anything, we've looked at slow charging. The problem with slow charging is batteries and how long a bus can operate in service. Right now, to the best of my knowledge, even though you get claims, I just got a claim the other day from Proterra that said they can run 1100 miles on a bus but the average is about 120. Within the last year, the average has been most about a hundred miles on a charge."

Bus ranges have increased dramatically in the last 18 months.

- Last year's CARB Survey of state transit agencies indicated that 56% of bus routes are less than 150 miles.
- Proterra has a line of buses with ranges up to 426 miles.
- New flyer has a 284-mile bus.
- BYD just announced a new 45' commuter bus with a range of 225 miles and has a 60' bus with a 200-mile range.
- In-route charging remains an option for longer routes.
- Just like with EVs, bus batteries are continuing to get denser and less expensive which will lead to even longer ranges in the future.

The trends in the pace of battery improvements have been significant and are expected to continue. For example, two years ago, Proterra's longest range bus was 156 miles. Then in May of 2016, it implemented a new battery that was 28% more dense and increased the range 28% to 194 miles while keeping the cost the same. Then in October 2016, Proterra announced a new series of buses with ranges up to 350 miles. This October, Proterra announced a new drive train and battery increasing range up to 426 miles.

Similarly, New Flyer, the largest builder of buses in North America, only had a bus with a 132-mile range two years ago. Last year that increased to 208 miles and this October, it announced a bus using the latest battery technology with a range of 284 miles.

The ranges of today's electric buses can meet the needs of well over 50% of many of the bus routes of most agencies using depot charging only. Other longer routes can be accommodated with in-route charging. Interestingly, Foothill Transit (an agency with 327 buses) has only 31% of routes at less than 150 miles and yet has not viewed bus range as an impediment to adopting its commitment to 100% ZEBs by 2030. And Antelope Valley Transit Authority has only 24% of routes less than 150 miles but is moving forward to have 100% ZEBs by 2018 using a depot charge strategy supplemented in some routes with wireless in-route charging. With informed vision and diligent planning, agencies can successfully transition to ZEBs.

Bus Costs

"You can start with the price of the bus, the CNG buses we see in here, 40 footers is about \$500,000. An electric bus is at least 50% higher than that, just the bus price alone, Clearwater, Florida, just to order contract to BYD, they were close to I think they were 750 or \$760,000. We're seeing prices up to 800,000 so up to 60% higher."

Bus Cost Reductions - Over the last 4 years, bus costs from two of the leading electric bus vendors, Proterra and BYD, have dropped \$200,000 to \$250,000 or 20-25% to about \$750,000. Both makers and CARB estimate further cost reductions of about \$100,000 by 2022 to \$650,000. LA Metro's cost in its recent procurement for the 40' BYD electric buses was about \$661,000 per bus already significantly beating this timeline.

Financial Incentives – the state's Hybrid and Zero-Emission Voucher Incentive Project (HVIP) financial incentive funding has provided \$95,000 or if it operates in a disadvantaged community, \$110,000 for each electric bus. (<https://www.arb.ca.gov/msprog/lct/hvip.htm>) This program is funded annually and is available on a first come, first served basis.

In the current 2016-2017 HVIP funding cycle, there was \$21.4 million available. The fund was fully subscribed and has a \$13 million waiting list.

The funding source for this has been from the Cap and Trade auction proceeds. The new Cap and Trade bill was passed this year extending this program through 2030, allowing the legislature to pass legislation this year increasing the annual fund of money for HVIP for 2017-18 by nine times compared with 2016-17 – from \$21.4 million to \$182 million

CARB is proposing the following improvements subject to expected Board approval next month. (<https://www.arb.ca.gov/msprog/aqip/aqip.htm> see October 4, 2017)

1. They will have \$188 million available in the 2017-2018 annual cycle (This includes some additional funding from the VW Settlement.) with at least \$35 million for electric buses.

2. The incentive amount for 40' electric buses will increase from the former \$95-110,000 to the new amounts of \$150-165,000.
3. There is a new category of incentive for 60' electric buses at \$175,000 or \$190,000 in disadvantaged communities.
4. They stated their intent in increasing the incentive amounts is to have these incentives largely cover the cost delta between fossil buses and electric buses.
5. They are working on a subsequent three-year plan that could potentially provide even larger fund pools in future years.

In summary, the cost of electric buses is continuing to decline and the state's HVIP program incentive will cover the majority of the delta in cost between e.g. a CNG bus and an electric bus. This will not only improve the total cost of ownership of a fleet of electric buses but also provide the majority of the upfront incremental capital needed to make the transition.

Operating Costs

"If you look at our experience with CNG, if you look at kilowatts burned based on the manufacturer's recommendations, we spend about \$8,000 a year to run a CNG bus. To run an electric bus is about \$18,000 a year, so it's substantially higher, more than double."

We believe that Mr. Jablonski is referring to fuel costs above.

Fuel Costs – Of the five largest California utilities, SDG&E has the highest electricity rates. According to the CARB Battery Electric Truck and Bus Charging Cost Calculator the average electricity cost per bus, per year using depot charging would be about \$14,800. (<https://arb.ca.gov/msprog/ict/meeting.htm> go to 6/26/17 Workshop and select "Charging Cost Calculator (Draft)").

State provided Low Carbon Fuel Standard (LCFS) credits can substantially lower electricity bills. In a CARB workshop on LCFS Credits on April 7, 2016, it was noted that electric bus traveling 40,000 miles per year could receive an annual LCFS credit of about \$9,064. (<https://www.arb.ca.gov/msprog/bus/04072016.pdf>) If we subtract that from the \$14,800 above, it results in net electricity fuel costs of about \$5,736 / bus /year. **So, if the annual cost of CNG per bus for MTS is currently about \$8,000 per year, there would be a savings of about \$2,264 / bus per/ per year or a reduction of fuel cost of about 28% to run electric buses.**

A unique benefit of having electricity as a fuel is that transit agencies have the opportunity to install solar resulting in significant electricity cost savings which would also make the buses truly 100% zero emissions both in terms of criteria pollutants and GHGs – something that is unattainable with other combustion technologies. For example, Stanford will use its campus renewable energy to also power its electric buses. Several transit agencies have already installed some solar and others with electric buses are exploring this option. Solar can be installed on TA property or offsite in coordination with its utility or third party solar developers. There is also a double benefit to installing solar – the TA not only has lower cost electricity directly but also gets an increased LCSF credit. Installing solar can substantially further reduce the total cost of ownership (TCO) of electric buses

The IOUs are also proposing new rate structures to mitigate demand and total charges for transit agencies through the SB 350 proceeding. For example, SCE is proposing a five-year waiver of any demand charges with a gradual phase-in over the next 5 years but ending up with lower demand charges than under current rate structures. Further SCE proposes super off-peak rates of as low as \$.08/kWh. These changes in tariff structure will contribute to reducing electricity costs. SD MTS would be well advised to work closely with SDG&E to help advocate for the type of rate structures that could further lower the rates for all transit agencies in SDG&Es service territory.

The major components of operating costs that are different between CNG and electric buses are fuel and maintenance costs. Maintenance costs are also less for electric buses.

Maintenance Costs - While it will take a few years of operation of electric buses to fully understand the long-term maintenance costs, most estimate that electric bus costs will be substantially lower than CNG or diesel buses. In a recent comprehensive report by King County Transit (In Seattle – the second largest transit agency on the west coast with over 1,400 buses), they are estimating \$.58/mile for electric buses vs \$.78 for their current fleet of hybrid diesel buses. In research that CARB has been conducting on maintenance costs, they use \$.85/mile as the cost for CNG and diesel buses and are estimating \$.60/mile for electric buses. So, the average reduction in maintenance costs from these two sources compared with CNG or Diesel buses is \$.26 or a 30% reduction. The primary drivers of these cost reductions are less frequent brake repairs due to the use of regenerative brakes in electric buses (this has been well documented in the long-term use of diesel hybrid buses that also use regenerative brakes) as well as reduced maintenance on the drivetrain due to the greatly reduced complexity and number of moving parts in an electric motor vs a CNG engine. For a bus traveling 40,000 miles / year, the maintenance cost of an electric bus would be about \$24,000 vs \$34,000 for a CNG bus. Maintenance costs savings are expected to be about \$10,000 / year /bus.

Total annual fuel and maintenance costs for an electric bus are expected to be \$29,736 / bus / year vs \$42,000 for a CNG bus for an annual savings of \$12,264 / bus or a reduction in these costs of nearly 30%.

Charging Infrastructure Standardization

"You then start to look at the infrastructure required to run electric buses. There's basically two infrastructures that are out there. None of them as I understand are completely compatible, which is another big issue, that every manufacturer has its own proprietary charging method.

But either you charge in the depot, which is basically plug-in or you charge them in the street with an overhead system where you dock the bus. The issues when we get to that infrastructure, and nobody yet has built an infrastructure that would handle any one of our divisions of up to 200 buses.

Charging infrastructure on the street is another option. You charge during the day. Buses go along a route and then they dock for 10 or 15 minutes. The issue with that is really real estate and locating these overhead power structures in neighborhoods, et cetera. It also makes what we did with the top today, another item that's difficult to change routes on because now if you want to extend a route, the charging station's in the middle of the route, you don't want to stop and have people waiting there while you're charging. You want them at the end of the route, and so that'll be an expensive proposition to modify.

We've looked I think ... I think if we looked at anything, we've looked at slow charging."

There are active standard setting coalitions working to finalize charging standards for three types of charging – depot charging, rapid overhead in-route charging and wireless or inductive charging. In its 6/26/17 workshop, CARB provided an update on battery electric bus charging standardization as follows:

- J3068 —Plug-in (conductive) charging - On track for late 2017 [for depot charging]
- J3105 —Overhead (conductive) charging - May slip from 2017 into 2018
- J2954 —Wireless (inductive) charging - Planned timeline for 2018/2019

Like Mr. Jablonski, most TAs are looking at doing most or all of the charging out of the depots so this is the most important standard. According to CARB, this standard is expected to be finalized by the end of this year. Once this is completed, TAs can install chargers that can be used by all bus makers and not be locked into proprietary standards.

Number of buses needed – replacement ratio

"We run up to 300 miles a day. Our average is well over 150. That means if we put a bus out on the street, it's going to run out of charge, we're going to have to take another bus and bring it out there and replace it. That's both buses and manpower. We actually modeled that with our scheduling system. The schedule system showed that we would need 25% more buses if we were going to do that. That's a huge cost. Well, at a half million dollars a bus or a million dollars a bus with electric, that's pretty substantial."

CARB assumes that transit agencies should not need to replace one CNG bus with more than one electric bus. (We're not aware of any TAs that have been implementing ZEBs that are replacing with any more than a 1 to 1 ratio because it would clearly be expensive). They assume that the first electric buses are deployed on routes shorter than 150 miles. As the transit agency continues to replace CNG buses with electrics, it can use longer range buses to meet the needs of longer routes over time but that the relative cost of these buses will decline due to lower battery costs based on improved technology and economies of scale.

In the CARB Total Cost of Ownership (TCO) model, they assume using 330 kWh battery buses (150-mile range) from 2018- 2024, then a 440-kWh bus (200-mile range) from 2025 – 2029 and finally, 550 kWh buses (250-mile range) from 2030 on. They also include the additional costs of these longer-range buses in the model. The assumption behind this approach is that a transit agency will first deploy electric buses on shorter routes. It should

be noted that these longer ranged buses are available today and that even longer range buses will be available in the future.

18 months ago, when the longest range of buses was in the 100 - 150-mile range, consideration was given to having to replace a CNG bus with more than one electric, but that thinking and need has gone away in light of the now available longer range buses.

Total Cost of Ownership (TCO)

"Even CARB agrees with us that the economic issues that are specific to Southern California make it very difficult to deploy electric buses economically, but there's a number of issues here. It's not the type of thing where people as some suggest that it's going to be more economical to run electric buses. In fact, it's going to cost more.

As a member of the CARB Cost Subgroup for the past nearly two years, we have never heard CARB say that it is very difficult to economically deploy electric buses in Southern California. They have acknowledged as discussed above and below that SDG&E electricity rates relatively high. As noted above, LA Metro in Southern California has made a commitment to 100% ZEBs by 2030.

At the June 26th, 2017 Innovative Clean Transit workshop, staff showed that there is a net overall positive TCO with a savings of 2.6% or over \$580 million of savings for all public transit buses in the state to transition to battery electric buses (BEBs) by 2040.

CARB also did a TCO scenario for transit agencies in SDG&E's territory. The result of this study was that the Total Cost of Ownership for the electric bus scenario would be 1.4% or for MTS, about \$15 million higher than continuing with a CNG scenario. However, the model did not include the HVIP financial incentives or the potential for SDG&E to pay for some or all of the cost of the charging infrastructure. If we just assume that HVIP incentives are used through 2023, the TCO goes to breakeven. It should be noted that the model does not consider the health care costs avoided to citizens by reducing criteria pollutants which is nonetheless a significant and real cost.

There are also other federal, state and local financial incentives available that hold the potential to make the TCO even more positive for electric buses including:

1. Carl Moyer Program
2. FTA low-no emission grants
3. SB-1 funds
4. VW Settlement fund programs.

Other things that can further lower costs include:

1. Installing solar on or offsite to both further lower electricity costs and increase the LCFS credits.
2. SDG&E may implement lower electricity rate structures under SB 350 that could further reduce electricity costs.

3. The TCO model does not assume any further cost reductions in the cost of electric buses beyond battery cost reductions. It is likely that with improved technology and economies of scale as production ramps up that the cost of electric buses will decline further.

Depot Space

"It's been very slow in the process, but not withstanding that, I think slow charging in a facility is 15 to \$20,000 per bus. The biggest issue is that it takes up a lot of land. If we have a bus facility here that's 180 buses, most of the engineers we talk to say that that will reduce the size of that facility to about 90 buses because of the charging infrastructure which means that we'll have to go out and get a new facility for half those buses."

There are two reasons why electric buses might require more depot space – either because the assumption is that the CNG to electric bus ratio will be more than one to one or to accommodate the charging infrastructure. We have already discussed that there should be no need to replace a CNG bus with more than one electric bus.

There are multiple ways to accomplish depot charging for electric buses including installing charging pedestals, overhead charging structures or wireless (inductive chargers.) Each of these options has pros and cons and different cost/benefit profiles. If pedestals are used it is likely that some additional space will be needed but we have never heard anything close to requiring twice the depot space. Use of wireless chargers may not require any additional depot space but currently is more expensive than pedestals.

Biogas

"If you look on the CARB website and they have what they call carbon intensity scores, and they match fuel with engines and they give score to it. The lower the score, the better. Electricity in electric bus in the state of California using well-to-wheel, in other words, how the electricity is produced and then charging that bus has a carbon intensity score of 120. We, in San Diego, we burn biogas, okay, we have an agreement with BP where we get 100% biogas and we're replacing our engines with the Cummins low-NOx engine. That has a carbon intensity score of 12, 10 times better. I actually verified this with the USD professor in alternative fuels and he agreed that at this point in time, that our engine combination is cleaner than electricity.

I think we're on the right path. We've invested over \$100 million in CNG technology. We're moving to biogas. We're very familiar with the technology. It's not going to the issue of maintaining it, et cetera. It's not going to be a big transition for us if we had to do it."

The information provided by Mr. Jablonski regarding the carbon intensity of electricity and biomethane ("biogas") is not correct. The carbon intensity of electricity for transit buses is roughly 25 g CO₂e/MJ, not "120." As California's grid becomes cleaner according to law (SB 350 requires 50% of electricity to come from renewable resources by 2030), the carbon intensity of electric buses will continue to drop each year. Battery electric buses powered by rooftop solar would have a carbon intensity of 0.

Nearly all biomethane used for vehicles in California comes from out of state landfills. The average (volume-weighted) carbon intensity of biomethane used in California was 36 g CO₂e/MJ in 2016, according to ARB. The carbon intensity of fuel used by MTS is specific to sources of biomethane contracted by the agency. Based on ARB's records for the Low Carbon Fuel Standard, it appears MTS has procured biomethane with carbon intensities 49.6, 37.2, 38.0, 32.3, 30.5, 23.4, 19.8, and 13.4 g CO₂e/MJ. It also appears there are outdated ("legacy") carbon intensities for biomethane procured by MTS that are more similar to the 12 g CO₂e/MJ cited by Mr. Jablonski.

Because of the chemical similarity between biomethane (i.e. 95-98% methane) and natural gas, the tailpipe emissions of carbon dioxide, methane, nitrogen oxides, particulate matter, etc. are the same for vehicles fueled by biomethane as those fueled by natural gas from fossil fuels. Similarly, the public health risks of leaks etc. while transferring, storing, and delivering biomethane are also the same as natural gas.

Additionally, the low NO_x natural gas engines referred to by Mr. Jablonski provide little climate benefits compared to existing natural gas buses (roughly 7% lower GHG emissions due to reduced methane leakage). An electric bus on today's grid in California reduces GHG emission by 70% compared to existing natural gas buses.

There is also a limited availability of biomethane. If all sources of fugitive methane from landfills, dairy manure, and wastewater in California were developed, there would be enough biomethane to only meet approximately 3 percent of California's demand for natural gas. Applications such as transit buses where electrification is a viable option should not be prioritized for the limited amount of biomethane available.

The bottom line is that an electric bus running on today's grid produces less GHG and less NO_x than a CNG bus, even one with a low NO_x engine running biogas. As the grid gets greener, the emissions from electric buses will become even lower. And for those transit agencies who install their own renewable energy such as solar, the GHG and other emissions can be zero.

An excellent reference that explains this technical issue very well in understandable English, please go to "Promises and Limits of Biomethane" from the Union of Concerned Scientists at:

<http://www.ucsusa.org/sites/default/files/attach/2017/05/Promises-and-limits-of-Biomethane-factsheet.pdf>.

CARB Rule

Mayor Mary Salas – "The mandates that CARB is going to impose on us in terms of electrifying buses, so are we purchasing these buses without a plan to begin to move our fleet into electric buses? It just appears to me that if we can start implementing the purchases of electric buses now and easing into it instead of at some point in time being mandated to convert to electric buses. Wouldn't it be better if we can do that?"

Council member David Alvarez - In next month's discussion that Mr. Jablonski will bring forward, I'd like to see and hear more about what that would entail, what that would look like. I think that conversation is way overdue. We might be pushing back on the regulations so that this doesn't happen to us or we're not forced to do it, but that will only hold on for so long. This is where the state is going. This is where technology and innovation is going. We need to sort of like get with the game here and not be left behind going forward, so thank you.

CARB and stakeholders have been working in earnest since January 2016 to develop a rule to transition transit agency fleets to ZEBs. It is likely that this rule will be created and approved by CARB in the first half of 2018. We share the sentiments from both Mayor Salas and Councilmember Alvarez that SD MTS would be well advised to put a comprehensive ZEB transition plan together and implement a meaningful pilot to get prepared for a requirement coming soon.

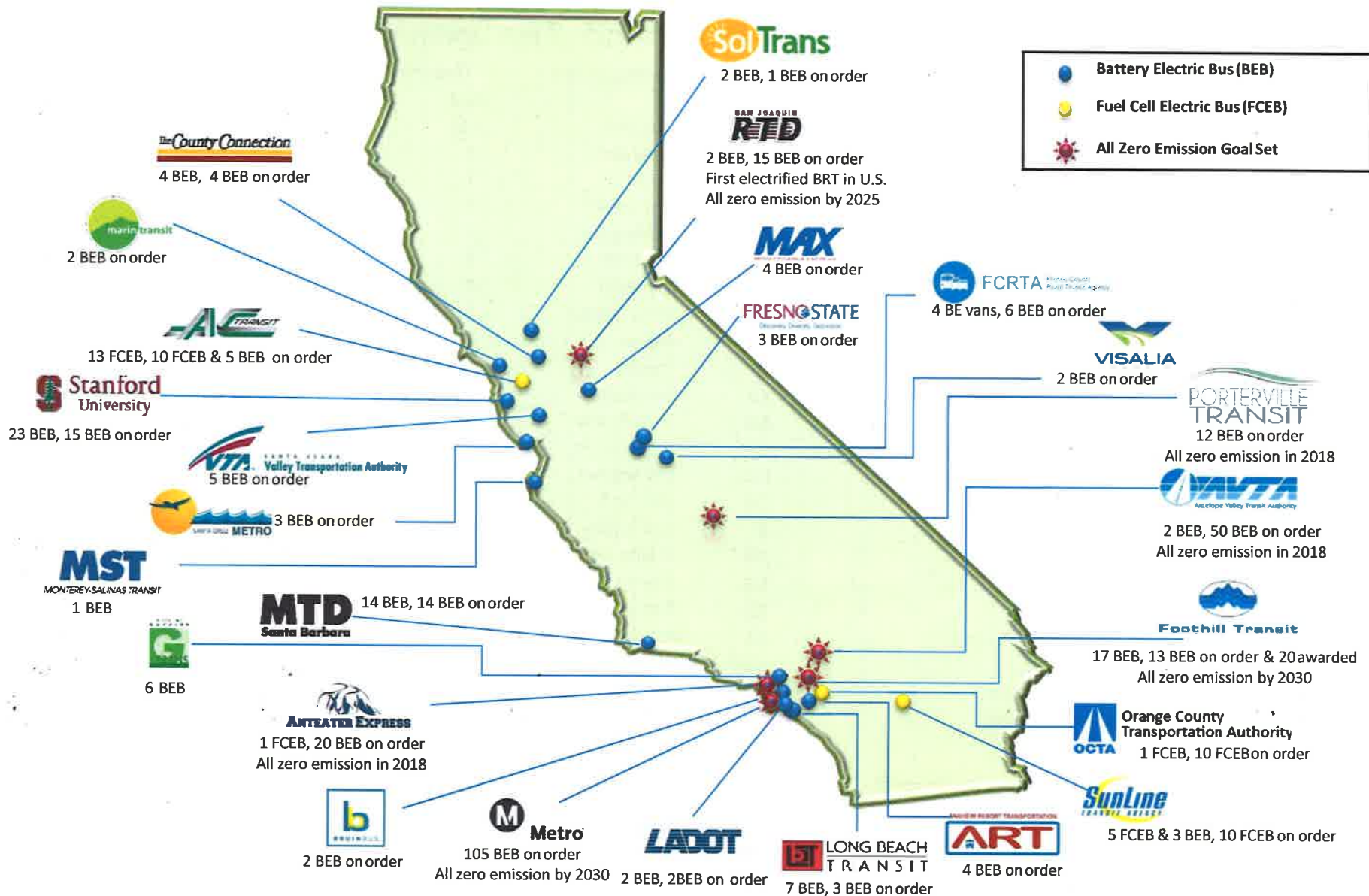
Ray Pingle
Lead Volunteer, CARB ZEB Rulemaking
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(530) 677-4513

Attachments

CARB – CA Transit Agencies with ZEBS 9-2017

Battery and Fuel Cell Electric Buses in California¹

(107 in operation and 340 on order/awarded as of September 2017)



¹ Buses in transit fleets and universities

Battery and Fuel Cell Electric Buses in California

(107 in operation and 340 on order/awarded as of September 2017)

Battery and Fuel Cell Electric Buses in California (Last Updated: 9/13/2017)

#	Transit Agency/Transportation Service Provider	Total Buses	Headquarters	Operating		On Order / Awarded		100% Zero Emission Target Year
				FCEB	BEB	FCEB	BEB	
1	Alameda-Contra Costa Transit District (ZEBA)	613	Oakland	13	0	10	5	
2	Anaheim Resort Transportation	73	Anaheim	0	0	0	4	
3	Anteater Express (University of California, Irvine)	30**	Irvine	1	0	0	20	2018
4	Antelope Valley Transit Authority	77	Lancaster	0	2	0	50	2018
5	BruinBus (University of California, Los Angeles)	14**	Los Angeles	0	0	0	2	
6	Central Contra Costa Transit	120	Concord	0	4	0	4	
7	City of Modesto Transit Division	74	Modesto	0	0	0	4	
8	Foothill Transit	327	West Covina	0	17	0	33	2030
9	Fresno County Rural Transit Agency (FCRTA)	78	Fresno	0	4***	0	6	
10	Fresno State (California State University, Fresno)	2	Fresno	0	0	0	3	
11	GTrans	60	Gardena	0	6	0	0	
12	Long Beach Transit	223	Long Beach	0	7	0	3	
13	Los Angeles County Metropolitan Transportation Authority	2457	Los Angeles	0	0	0	105	2030
14	Los Angeles Department of Transportation	326	Los Angeles	0	2	0	2	
15	Marguerite (Stanford University)	79**	Stanford	0	23	0	15	
16	Marin Transit	65	San Rafael	0	0	0	2	
17	Monterey-Salinas Transit	104	Monterey	0	1	0	0	
18	Orange County Transportation Authority	904	Orange County	1	0	10	0	
19	Porterville Transit	15	Porterville	0	0	0	12	2018
20	San Francisco Municipal Transportation Agency ^{4*}	499	San Francisco	0	0	0	0	
21	San Joaquin Regional Transit District	111	Stockton	0	2	0	15	2025
22	Santa Barbara Metropolitan Transit District	112	Santa Barbara	0	14	0	14	
23	Santa Clara Valley Transportation Authority	509	San Jose	0	0	0	5	
24	Santa Cruz Metropolitan Transit Districts	112	Santa Cruz	0	0	0	3	
25	Solano County Transit	52	Vallejo	0	2	0	1	
26	SunLine Transit	72	Thousand Palms	5	3	10	0	
27	Visalia Transit	46	Visalia	0	0	0	2	
	Total	7154		20	87	30	310	

* Includes only vehicles reported in NTD 2015 as vehicle types bus, articulated bus, over-the-road bus, and double decker and mode types CB, MB, DR, and RB

** Not reported in NTD

*** Zero emission vans

^{4*} Also operates electric catenary trolley buses

REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

2

**PLEASE SUBMIT THIS COMPLETED FORM (AND YOUR WRITTEN STATEMENT)
TO THE CLERK OF THE BOARD PRIOR TO DISCUSSION OF YOUR ITEM**

1. INSTRUCTIONS

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(PLEASE PRINT)

DATE	10/19/17		
Name	Gretchen Newsom		
Address	4545 Viewridge Ave SD 92123		
Telephone	619-208-9853		
Email	gnewsome@ibew569.org		
Organization Represented	IBEW 569		
Subject of Your Remarks	EU Issues		
Regarding Agenda Item No.	30		
Your Comments Present a Position of:	<input type="checkbox"/>	SUPPORT	<input type="checkbox"/> OPPOSITION

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At Public Hearings of the Board, persons wishing to speak shall be permitted to address the Board on any issue relevant to the subject of the Hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Board on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five speakers with three minutes each, under the Public Comment Agenda Item. Additional speakers will be heard at the end of the Board's Agenda.

NOTE: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.



AGENDA ITEM NO.

30

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ORDER REQUEST RECEIVED

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(PLEASE PRINT)

DATE	10/18/17
Name	DAVID GRUBB
Address	2233 MANCHESTER CARLIF 92007
Telephone	760 753 0273
Email	DAVIDGRUBB@SBCGLOBA.NET
Organization Represented	SIERRA CLUB
Subject of Your Remarks	APPROVE
Regarding Agenda Item No.	30
Your Comments Present a Position of:	<input checked="" type="checkbox"/> SUPPORT <input type="checkbox"/> OPPOSITION

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REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

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1. INSTRUCTIONS

This Request to Speak form must be filled out and submitted in advance of the discussion of your item to the Clerk of the Board (please attach any written statement to this form). Communications on hearings and agenda items are generally limited to three minutes per person unless the Board authorizes additional time; however, the Chairperson may limit comment to one or two minutes each if there are multiple requests to speak on a particular item. General public comments on items not on the agenda are limited to three minutes. Please be brief and to the point. No yielding of time is allowed. Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

(PLEASE PRINT)

DATE	10/19
Name	Ana Reynoso
Address	577 Mc Intosh St #5
Telephone	518 300-6048
Email	anar@environmentalhealth.org
Organization Represented	Environmental Health Coalition
Subject of Your Remarks	positive impacts of ZEB for disadvantaged communities
Regarding Agenda Item No.	30
Your Comments Present a Position of:	<input checked="checked" type="checkbox"/> SUPPORT <input type="checkbox"/> OPPOSITION

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At Public Hearings of the Board, persons wishing to speak shall be permitted to address the Board on any issue relevant to the subject of the Hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Board on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five speakers with three minutes each, under the Public Comment Agenda Item. Additional speakers will be heard at the end of the Board's Agenda.

NOTE: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.



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Agenda Item No. 31

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM GREEN LINE NAMING RIGHTS
(PAUL JABLONSKI)

RECOMMENDATION:

That the Board of Directors authorizes the Chief Executive Officer (CEO) to execute an agreement with the Sycuan Casino for the exclusive naming rights of the Green Line in substantially the same format as Attachment A.

Executive Committee Recommendation

At its meeting on October 12, 2017, the Executive Committee voted 3 to 0 (Board members Cole, McClellan and Roberts in favor, with Mathis and Rios absent) to recommend that the Board approve the staff recommendation.

Budget Impact

MTS will realize a minimum payment of \$600,000 per year increasing by 3 percent annually beginning in year six of the agreement. After reduction of certain existing revenue streams, the net gain in budgeted revenue will be approximately \$500,000 per year. The term of the agreement is for 20 years. Either party can terminate the agreement at the end of 10 years. At the end of 20 years, Sycuan can extend the agreement for another 10 years under the same terms. The gross value of the agreement will be \$6.28 million over 10 years, \$14.5 million over 20 years and \$25.5 million over 30 years. There will also be a commission owed to Superlative Group.

DISCUSSION:

On April 2010, the MTS Board of Directors authorized a contract with the Superlative Group to evaluate all MTS assets, to identify potential naming rights partners and to negotiate with interested parties.



As a result, Superlative and MTS negotiated with the Sycuan Casino to rename the Green Line segment of the MTS Trolley system to the "Sycuan Green Line."

The terms are:

- Sycuan will pay MTS a naming rights payment each year for 20 years. The payment for the first five years is \$600,000 per year increasing by 3 percent annually beginning in year six of the agreement (see page A-44 of Attachment A).
- In exchange, MTS will provide to Sycuan Casino the following:
 - Exclusive rights on the entire Trolley System in the categories of Native American casinos, Native American business venture, Native American Government, and all San Diego County casinos or resort/casinos. Sycuan will also receive exclusivity on the Green Line and Orange Line in the category of non-Native American casinos.
 - Naming rights and appropriate Sycuan Green Line signage at three stations: Santee, El Cajon and Grantville.
 - Shuttle bus bays at four stations: Santee, El Cajon, Grantville and on MTS-owned property adjacent to 12th & Imperial Transit Stations.
 - Sycuan advertisements at the four stations in which it operates shuttles
 - Sycuan may wrap up to six light rail vehicles at their own cost
 - Sycuan Green Line branding will be placed on MTS structures along the Green Line
 - Sycuan Green Line branding will be placed on the following printed materials:
 - All Green Line station signs
 - Trolley route maps
 - Published timetables
 - One-way tickets printed in vending machines
 - Other printed collateral
- Sycuan will pay all production costs associated with signage and wraps. MTS will pay printing production costs for trolley route maps timetables, published timetables, one-way tickets and other printed collateral. Full details of the agreement are contained within the attached Green Line Naming Rights Agreement (Attachment A).

The naming rights agreement will cause MTS to forego \$105,000 per year it now receives from Barona to operate its shuttles from the El Cajon Transit Center. This reduction in revenue means MTS will realize a net of approximately \$500,000 per year as a result of the naming rights agreement.

Additionally, The Superlative Group will be due a commission, which will be based on the difference between the Sycuan Green Line naming rights revenue and existing revenue received. The commission, per contract, shall not be more than 12% over the term of the contract or not more than 6% if paid during the first three years of the sponsorship. An amount equaling the monthly retainer and travel expenses paid by MTS

to the Superlative Group for the past 15 months (approximately \$120,000) will also be deducted from the commission paid. The final commission payment will be negotiated.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Draft Sycuan Naming Rights Agreement

NAMING AND SPONSORSHIP AGREEMENT

THIS NAMING AND SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into as of _____, 2017, by and between the San Diego Metropolitan Transit System, ("MTS"), and Sycuan Casino, ("Sycuan"). (Sycuan is sometimes referred to as the "Sponsor").

RECITALS

Whereas, MTS currently operates the Green Line, a light rail service that runs from Santee to downtown San Diego via El Cajon, La Mesa, Mission Valley, Old Town and the Convention Center area (see Exhibit A);

Whereas, Sycuan recognizes the value of public transportation and the Green Line to connect employees and customers to Sycuan facilities;

Whereas, Sycuan recognizes the value of public transit to greater San Diego region and wishes to support MTS endeavors;

Whereas, Sycuan further desires to obtain the exclusive naming rights to the Green Line and the exclusive marketing rights on the Green Line and its stations in the category of Casinos;

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereby agree as follows:

1. **Exclusive Line Naming Rights.** During the Term of this Agreement (as defined in Section 8 hereof), MTS hereby grants Sycuan the exclusive naming rights of the Green Line. MTS and Sycuan will mutually agree on the name of the line (e.g., the "Sycuan Green Line"), however MTS's agreement on any exercise of naming rights by Sycuan shall not be unreasonably withheld or delayed. Sycuan will develop the design of the naming signage on the exterior and interior of the Green Line vehicles, station logos, and other ancillary media items, to be approved by MTS within the parameters of the MTS sign design guidelines, which approval shall not be unreasonably withheld or delayed. It is contemplated by the parties that the designs will incorporate the names and logos of Sycuan. Sycuan is considered the sole and exclusive naming rights partner of the Green Line.
2. **Other Sponsorship Benefits.** While this Agreement is in effect, and except as otherwise specifically provided in this Agreement, Sycuan shall be the exclusive naming rights sponsor of the Green Line. During the Term of this Agreement, MTS shall provide the following sponsorship benefits to the naming rights Sponsor in exchange for the Sponsorship Fee:
 - a. Category Exclusivity. Sycuan will receive exclusivity on the entire Trolley System in the categories of Native American casinos, Native American business venture, Native American Government, and all San Diego County casinos or resort/casino.

Sycuan will also receive exclusivity on the Green Line and Orange Line in the category of non-Native American casinos.

- b. Station Naming Rights and Transportation Hub. Sycuan will receive designation and acknowledgement for the naming rights of three (3) stations located on the line. Sycuan will also designate these stations as Transportation Hubs and each Transportation Hub will have exclusive space provided to Sycuan for which Sycuan may use as a shuttle pickup location for employees and patrons of Sycuan. The location of each shuttle pickup area shall be determined by MTS and marked with permanent signage indicating pickup location. In the event the designated Sycuan shuttle location conflicts with MTS's public transit operations, or with any proposed redevelopment of MTS-owned property, MTS shall have the right to relocate the shuttle to a new location within the trolley property. Specifically, the three stations and proposed locations for naming rights and shuttle service (more fully described in Exhibit B) are:

- i. Santee
- ii. El Cajon
- iii. Grantville

In addition to the naming rights to the three (3) stations listed immediately above, MTS shall designate the station at 12th and Imperial as a Sycuan Transportation Hub with mutually agreed upon signage placed at the 12th and Imperial Station to direct riders to the shuttle pickup location.

In order to maintain consistency and the integrity of MTS transit system branding, design of Station Naming Rights recognition will correspond with other station sponsorships MTS may enter into with third-parties, as described in Section 5 below. Sycuan and MTS will mutually agree on the names of each station. MTS's approval of a station name chosen by Sycuan under this section shall not be unreasonably withheld or delayed.

- c. Additional Station Signage: Sycuan shall receive additional signage, to be agreed upon by the parties, at Qualcomm Station, or another station of Sycuan's choice, except for Old Town. If Sycuan selects the Gaslamp Station, the signage must be limited to one panel of the SDMT information kiosk and a wrap on a double wide soft drink machine enclosure which shall include two 4'x6' side panels and a 6'x6' back panel.
- d. Physical. MTS shall provide Sycuan sponsorship identification on the following and as illustrated in Exhibit C :
- i. To the extent permitted by state and federal law, SDMTS shall endeavor to gain the approval to place the naming rights sponsor name on SDMTS assets with freeway visibility.
 - ii. Standard trolley station ID's at all stations on Green Line indicating "Sycuan Green Line."
 - iii. Sycuan name and/or logo within MTS rail vehicle interior route signage.

- iv. Sycuan name and/or logo on MTS rail station maps.
 - v. Sycuan name and/or logo on MTS rail kiosks.
 - vi. Sycuan name and/or logo in or on front of MTS Green Line rail vehicles on digital signs or printed cards.
- e. Advertising
- i. Trolley wraps on six (6) SD-100 light rail vehicles.
 - ii. Sycuan name and/or logo on published transit schedules.
 - iii. Sycuan name and/or logo on one-way tickets at ticket vending machines ("TVMs") at stations that exclusively serve the Green Line.
 - iv. Sycuan name and/or logo on published handheld maps.
 - v. Sycuan name and/or logo on MTS transit destination newsletters.
 - vi. Sycuan name and/or logo on standard ads such as 101 Things to do, Passport San Diego, Convention Center Attendee Guide and San Diego Tourism Authority Meeting Planner.
 - vii. Sycuan name and/or logo on MTS website and social media, including two social media promotions per year, which shall be mutually agreed upon by the Parties.
 - viii. Right of first refusal to purchase future digital advertising (in trolley and on platform), if implemented. This is a category-exclusive opportunity.

Without limitation to the foregoing, the parties acknowledge that during the anticipated term of this Agreement, new technologies, procedures, vehicle types and other changes may occur with respect to the Green Line. MTS agrees that as applicable to the Green Line, it shall make best efforts to maintain prominence of the Sycuan Green Line branding throughout.

The rights granted under this Section 2 to Sycuan are exclusive rights. MTS agrees that except for station sponsors whose rights are stated in Section 5, no other logo, name recognition, or other sponsorship rights will be granted to any third party relating to the Green Line during the term of this Agreement without the prior written consent of Sycuan, which approval shall not be unreasonably withheld or delayed.

- f. News Media. The name of the line shall be included in any press release mentioning the Green Line and Sycuan and MTS shall mutually agree to a press release and event to announce the renaming of the Green Line.
- g. Additional Benefits.
 - i. Sycuan shall have the right to twelve (12) on-site activations per year for each year of the Term. These activations may include, but are not limited to, station domination graphics, promotional giveaways, non-gambling activities for passengers, food samplings, and hotel information. All costs associated with the activations shall be assumed by Sycuan Casino.

- ii. Sycuan shall have the right to four (4) VIP trolley trips per year for each year of the Term. VIP trolley rides shall be considered the exclusive use of one Trolley vehicle for times and locations requested by Sycuan Casino. The operation of the VIP trolley must be pre-approved by MTS. Sycuan Casino recognizes that the availability and operation of the VIP trolley is contingent on operating in conjunction with in-service trains.
- iii. Sycuan shall have the right to change branding throughout the Term of the Agreement provided such changes are agreed to in writing by the Parties hereto.

3. **Artwork and Media Costs; Installation and Replacement Costs.**

- a. Artwork and Media Costs. Sycuan shall bear the costs of the design, production and installation of the six (6) exterior vehicle wraps on the Green Line fleet (see Section 2(e)(i)), the design and production of any freeway-oriented signage (see Section 2(d)(i)), and the design and production of any vehicle or station advertisements contemplated by Section 2(c). In the event Sycuan determines it is necessary to engage a third party to assist in developing the artwork and media, Sycuan shall bear the third party's fees and other costs. MTS shall be responsible for the costs associated with the printing of signage and collateral (see Sections 2(d)(ii) through (vi) and 2(e)(ii) through (vi)) that are included in its annual reproduction of signage and collateral.
- b. Schematics of trolleys and station stops. In order for MTS to develop the artwork and media associated with the Green Line, Sycuan shall provide to MTS all appropriate art. All signs and collateral with Sycuan art will be provided to Sycuan for approval prior to production.
- c. Installation. MTS shall be solely responsible for ensuring that the installation of any signage, or other materials used by MTS in connection with this Agreement, complies with all federal, state and local laws and regulations, including but not limited to the US Department of Transportation (DOT) and Caltrans for the operation of the Green Line. MTS shall install any special exterior or interior advertising artwork and media developed by Sycuan pursuant to this Agreement; if any, provided however, that Sycuan shall bear the actual third party costs of MTS, without markup, incurred in the installation of any such advertising. MTS shall bear the costs of installing the physical signage contemplated by Section 2(d)(ii) through (vi).
- d. Replacement. Costs for production, application, repairs and removal of the LRV wraps will be contracted by Sycuan with an approved MTS wrap vendor. Should the wrap be damaged, defaced, mutilated or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause during the term specified in the agreement, the cost of a replacement would be borne by Sycuan unless through negligence of MTS. In the instance of vandalism to the LRV Trolley Wraps, MTS shall bear the costs of replacement of the wraps for the first three incidents of vandalism, provided Sycuan uses the preferred MTS wrap vendor to produce and install the wraps. In the instance of vandalism at MTS stations on the Green Line, MTS shall be responsible for and bear the costs of repair at the MTS stations on the Green Line. MTS will continue to bear the costs of and be responsible for the clean up of vandalism at the MTS Green Line Stations that include Sycuan branding until

such time as MTS deems vandalism to Sycuan branding and activation as more frequent than in the previous experience of MTS at other MTS stations. In that event, the Parties each reserve the right to explore other corrective measures for vandalism. Costs to repair or replace Sycuan Green Line signage fabricated by Sycuan shall be the responsibility of Sycuan.

- i. Upon expiration of the Term of the Agreement, Sycuan shall bear the costs of removal of any and all Sycuan signage across all MTS assets.
- ii. Sycuan shall also be responsible for returning MTS assets to the condition of assets prior to the installation of signage beyond reasonable wear and tear.

4. Use of Trademarks and Service Marks; Intellectual Property Rights.

- a. Grant of Limited License to Sycuan. Subject to the terms of this Agreement and so long as Sycuan is not in breach of any term or condition hereof, MTS grants Sycuan for the entire Term the non-exclusive and royalty-free license, uncoupled with an interest, to use the MTS trademarks, service marks, logos and any secondary marks ("MTS Marks") to identify Sycuan as a sponsors of the Green Line in connection with advertising and the promotional activities and materials for Sycuan, separately or collectively, as approved by MTS. Any and all materials produced by Sycuan using MTS Marks must be submitted to MTS for review and prior approval, which approval shall not be unreasonably withheld or delayed. However, Sycuan shall not make any use of the MTS Marks without the prior written consent of MTS as to each use. Approval of the use of MTS Marks must be in writing signed by the MTS Marketing and Communications Director.
- b. Grant of Limited License to MTS. Subject to the terms of this Agreement and so long as Sycuan is not in breach of any term or condition hereof, Sycuan grants MTS for the entire Term the non-exclusive and royalty-free license, uncoupled with an interest, to use the Sycuan trademarks, service marks, logos and any secondary marks ("Sycuan Marks") to identify Sycuan as a sponsor of the Green Line in connection with advertising and the promotional activities and materials for Sycuan, separately or collectively, as approved by Sycuan. Any and all materials produced by MTS using the Sycuan Marks must be submitted to Sycuan for review and prior approval, which approval shall not be unreasonably withheld or delayed. However, MTS shall not make any use of the Sycuan Marks without the prior written consent of the Sycuan as to each use. Approval of the use of the Sycuan Marks must be in writing signed by the designee of Sycuan.
- c. Changed Circumstances Affecting License. All rights of approval of the use of the MTS Marks or the Sycuan Marks shall be a continuing right so that any party may later object to the use of the MTS Marks or the Sycuan Marks that had been previously approved should circumstances change or other reasons arise that, in the reasonable judgment of the party objecting, make continued use potentially damaging to reputation or image of the MTS Marks or the Sycuan Marks or to the objecting party.
- d. Ownership of Marks. All uses of the MTS Marks or the Sycuan Marks by a party hereto shall inure to the benefit of the party granting the license in their own marks and not the licensee hereunder. No licensee hereunder shall make any claim of

ownership or other interest in any mark licensed to them hereunder. Sycuan shall own all intellectual property rights in any works created by them (the "WORKS"), except Sycuan shall not have any interest or ownership in the MTS Marks that may be embodied in WORKS.

- e. Advertising Content. Sycuan, with respect to its own use of Marks in advertising or media, shall be responsible for ensuring that it has all necessary rights to the Marks or other intellectual property used in such advertisements and media. MTS shall be solely responsible for installing and maintaining such advertisements and media, provided that it determines that items of advertising and media placed pursuant to this Agreement comply with all Federal, state and local laws and regulations, including but not limited to United States Department of Transportation and Caltrans.

5. **Station Sponsors.**

- a. Separate from this Green Line Naming Rights agreement, MTS may also endeavor to sell individual station sponsorships along the Green Line at any of the stations except those granted to Sycuan in Section 2(b). In accordance with the category exclusivity granted to Sycuan in this Agreement, individual station sponsors shall not be in the casino categories. Station sponsorships shall be limited to:
 - i. Naming rights of one station and signage at that respective station;
 - ii. Interior panel signage on the Green Line fleet vehicles identifying the station name on route maps or other identifying materials; and
 - iii. Station identification printed on MTS materials.

6. **No Other Green Line Sponsor.** MTS warrants and represents as an inducement to Sycuan to enter into this Agreement that:

- a. Except for the station sponsors, Sycuan is the sole and exclusive naming rights sponsor for the Green Line.

7. **Payment of Sponsorship Fee.** In return for the rights granted above, Sycuan shall pay to MTS, in advance, annual fee payments as set forth in the Payment Schedule attached as Exhibit D, with the first payment being due on the first date of the term as identified below and the subsequent payments being due on the same date in the subsequent years (the "Sponsorship Fee"). Beginning in year 6, the annual fee payment shall increase at a rate of three percent (3%)_each subsequent contract year_

No fee other than Sponsorship Fees and the advertising installation costs described in Section 3(c) shall be due from Sycuan until and unless Sycuan has had the opportunity to review and approve or reject in writing, in their respective sole discretion, any costs or expenses of MTS or its agents or representatives, that are imposed on Sycuan in this Agreement. With respect to installation costs described in Section 3(c): (1) Sycuan shall not unreasonably withhold approval of costs under Section 3(c); and (2) Sycuan shall respond to requests for approval of costs under Section 3(c) within 10 business days of receiving the written proposal from MTS. No fees other than Sponsorship Fees shall be due from Sycuan if MTS is unreasonably withholding approval for any matter for which Sycuan is required to obtain approval from MTS.

Fees, costs and expenses not imposed on Sycuan or MTS in this Agreement shall not be imposed on any of them except by an amendment to this Agreement signed by all parties. Sycuan may approve or reject such costs in their sole discretion. These would include costs and expenses for or related to new or different advertising, including but not limited to costs and expenses arising from the participation by Sycuan in any new sponsorship or advertising media or modality.

8. **Term.** The initial term of this Agreement shall commence 60 days from the date first written above and continue for twenty (20) years from the date the agreement is signed ("Initial Term"); provided however, that MTS and Sycuan shall each have the option to terminate this Agreement at the conclusion of the tenth year of the Term.. MTS agrees that Sycuan shall have the option to renew this Agreement, under terms acceptable to MTS, at the end of the Initial Term for an additional ten (10) year term. The Initial Term and any subsequent renewals are collectively referred to herein as the "Term." If Sycuan decides not to exercise their option for renewal terms, then this Agreement shall terminate.

9. **Termination for Cause.**

- a. Termination for Breach. This Agreement may be terminated by any party, at any time if the other party:

- i. Is in material breach of this Agreement, and such breach has not been cured within thirty (30) days, or a reasonable time if more than thirty (30) days is required to cure, following provision of written notice of such breach to the breaching party.
- ii. Seeks protection in bankruptcy, makes a general assignment of its assets for the benefit of its creditors.
- iii. Is convicted of a felony or is excluded from participation in any procurement program funded in whole or in part by the federal or a state government.
- iv. Takes or omits taking such action relating to or arising under this Agreement, so as to cause material disrepute to accrue to another party, or to cause material harm to the reputation of another party.

The notice of material breach or default shall set forth in detail the act or omission giving rise to a breach of this Agreement and shall specify in detail what is reasonably expected of the breaching party in order to cure such breach. If the allegedly breaching party disputes the existence of the breach, then the dispute resolution procedures described in Section 18 hereof shall apply to the resolution of such dispute.

- b. Effect of Termination. Upon termination or expiration of this Agreement

- i. All rights of MTS and Sycuan to use the MTS Marks or Sycuan Marks, as applicable, shall cease and MTS will remove all Sycuan Marks from buses, stations, advertisements and other instances where MTS had been using the Sycuan Marks prior to the termination.
- ii. All licenses granted in this Agreement shall terminate.
- iii. In the event that this Agreement is terminated by Sycuan for cause, then MTS shall refund to the terminating Sponsor a pro rated portion of any fees

paid by Sycuan on account of time periods following the effective date of termination.

- iv. In the event that this Agreement is terminated by MTS for cause before expiration of the original Term, then (1) Sycuan shall bear the costs of removing Sycuan signage pursuant to Section 3(d).
- c. Renegotiation in Lieu of Termination. In the event MTS, as a result of regulatory or other legal action, is unable to provide some of the Sponsorship Benefits listed in Section 2 and visually identified in Exhibit C then Sycuan may, as an alternative to terminating this Agreement pursuant to Section 9(a)(i), initiate a renegotiation of the Sponsorship Fee and/or the enumerated Sponsorship Benefits so as to maintain the sponsorship value intended by this Agreement.

10. Warranties.

- a. General Warranties of MTS. MTS represents and warrants that (i) it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) all necessary corporate approvals for the execution, delivery, and performance by MTS of this Agreement have been obtained; (iii) this Agreement has been duly executed and delivered by MTS and constitutes a legal, valid and binding obligation of MTS enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement by MTS will not conflict with its articles of incorporation, by-laws or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which MTS is a party or by which MTS is bound.
- b. General Warranties of Sycuan. Sycuan represents and warrants that (i) it has the full corporate and tribal power and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) all necessary corporate or tribal council approvals for the execution, delivery, and performance by Sycuan of this Agreement have been obtained; (iii) this Agreement has been duly executed and delivered by Sycuan and constitutes a legal, valid and binding obligation of Sycuan enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement by Sycuan will not conflict with its articles of incorporation, by-laws, tribal laws or regulations, or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under any lease, agreement, commitment or other instrument, or any order, judgment.
- c. Express Warranty of Sycuan. Sycuan represents and warrants that it has obtained all necessary approvals of its tribal council or other individuals and/or members to enter into the limited waiver of sovereign immunity set forth in Section 24.

11. Allocation of Responsibility; Insurance.

- a. As between MTS and Sycuan, MTS is responsible for costs, damages and liabilities arising from any bodily injury, including death, personal injury or property damage arising out of MTS transportation operations, including but not limited to the operation of the Green Line. MTS shall procure and maintain during the term of this Agreement and so long as any Sycuan Marks are in use by MTS, comprehensive

policies of insurance including:

- i. Worker's compensation and employer's liability;
- ii. Commercial general liability;
- iii. Automobile physical damage and liability.

Self-insurance of the above requirements is acceptable. If requested, a letter of self-insurance will be provided by MTS to Sycuan as evidence thereof.

- b. Without limitation to the foregoing, it is acknowledged that MTS shall have no liability or responsibility for costs or damages related to bodily injury, including death, personal injury or property damage arising out of actions, fault or negligence in the operation of the casinos and services of Sycuan, as applicable.

12. **Binding Effect; Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than such Parties (or their successors or permitted assigns), including, without limitation any officer, employee, or agent is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, as a third party beneficiary or otherwise. The covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns.
13. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the Parties relating to the subject matter herein. All prior proposals, discussions and writings by and among the Parties relating to the subject matter herein are superseded by this Agreement. This Agreement may not be amended unless such amendment is in writing and signed by duly authorized representatives of both Parties and recites specifically that it is an amendment to this Agreement.
14. **Assignment.** Except as otherwise stated in this Agreement, no party's interests or obligations under this Agreement may be assigned or transferred to another party without the prior written consent of the all parties hereto, which may be granted or withheld in the sole discretion of that any party. Any attempted assignment without such consent shall be void *ab initio*.
15. **Waiver.** No party's delay or failure to exercise any right, power or privilege under this Agreement or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any event of default hereunder or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party unless made in writing and signed by an authorized officer of the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
16. **Severability.** If either: (a) a court of competent jurisdiction holds that a material provision or requirement of this Agreement violates any applicable law, or (b) a government agency with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates laws over which such department or agency has jurisdiction, then each such

provision, feature or requirement shall be fully severable and: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (2) the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severable provision; and (3) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable. If the effect of such severance and substitution, or the inability promptly to agree upon such substitution, would be to deprive a party of the benefits contemplated under this Agreement or increase the risk or liability of a party, then any party may terminate this Agreement by giving such notice to the other Parties as is acceptable to such court or governmental agency, and as is sufficient to provide for an orderly transition consistent with the terms.

17. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the substantive laws of the State of California, to the extent not governed by federal law, without giving effect to the principles of conflict of laws of such State. Subject to Section 18 of this Agreement, the parties acknowledge that jurisdiction exists and venue is proper in the Courts of California for any action brought under this Agreement. Consistent with the waiver set forth in Section 24, this Agreement shall not be governed by or adjudicated in accordance with Sycuan's tribal code.

18. Dispute Resolution.

- a. Process. The Parties acknowledge that the establishment and operation of this affiliation will require an ongoing commitment by all parties to cooperate and make best efforts. Accordingly, the parties will seek to resolve any disputes regarding this Agreement or any other terms of this Agreement pursuant to this Section 18. Any party may at any time issue a notice that a dispute exists if such party believes that another party has caused a material breach of the Agreement, or a situation or circumstance exists which frustrates, in a material manner, the achievement of the objectives of this Agreement. Such notice shall start a process of Progressive Dispute Resolution which shall involve a good faith attempt to resolve the dispute for a period not to exceed 120 days. The specific allocation of such 120-day period is described in subparagraphs (c) and (d) of this Section 18.
- b. Any claim, controversy or dispute concerning the interpretation or performance of this Agreement or to the threatened, alleged or actual breach of this Agreement which is not disposed of by mutual agreement within a period of ten (10) days after one party has provided written notice of the dispute to the other, first shall be subject to Progressive Dispute Resolution procedures described in this Section 18. Notwithstanding the Parties' agreement to these procedures, either party may seek immediate injunctive relief if such party believes that injunctive relief is necessary to prevent immediate irreparable harm to its interests.
- c. Invocation of Progressive Dispute Resolution Procedures. The party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiations by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.
- d. Progression of Management Involvement. The Parties shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually

convenient times and locations, between negotiators for the Parties at the successive management levels set forth below.

<u>Level</u>	<u>Sycuan</u>	<u>MTS</u>
Level 1:	<u>Daniel Morales</u>	VP of Marketing
Level 2:	<u>John Dinius</u>	GM
Level 3:	<u>Adam Day</u>	CAO

The negotiators at each management level shall have a period of forty (40) days in which to attempt to resolve the dispute. The allotted time for the first-level negotiators shall begin on the date of receipt of the Invoking Party's notice.

- e. If a resolution is not achieved by negotiators at any given management level at the end of the allotted time or any extension thereto agreed to by the parties in writing, the allotted time for the negotiators at the next management level, if any, shall begin immediately.
- f. If resolution is achieved at any management level, the resolution shall be memorialized in writing, shall state the agreements reached and describe the actions to be taken, if any, and shall be signed by the managers involved.
- g. The agreement of the Parties to these Progressive Dispute Resolution procedures is solely for the benefit of the Parties and is not intended to create any legal, equitable, or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of performance of these procedures.

- 19. Notices.** All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight delivery, or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person, or on the next succeeding business day if delivered on a non-business day or after 6:00 p.m. local time, (b) one business day after having been delivered to a courier for overnight delivery, or (c) three business days after having been deposited in the U.S. Mail, all fees prepaid, directed to the Parties at the following addresses (or at such other address as shall be specified in writing by a recipient Party hereto);

If to Sycuan, to:

John Dinius
General Manager
5469 Casino Way
El Cajon, CA 92019

Michelle Carr
Attorney General
1 Kwaaypaay Court
El Cajon, CA 92019

If to MTS, to:

Paul Jablonski, CEO
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Karen Landers
General Counsel
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

20. **Additional Actions and Documents.** Each of the Parties hereto shall take or cause to be taken such further actions, execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and use their respective best efforts to obtain such consents (including regulatory approvals), as may be reasonably necessary or as may be reasonably requested in order to fully effectuate this Agreement.
21. **Survival.** Sections 10 through 24 shall survive termination or expiration of this Agreement.
22. **Construction.** Each Party hereto acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against the other.
23. **MTS Board of Directors Approval.** Sycuan acknowledges that this Agreement shall not be effective until approved by the MTS Board of Directors and executed by the MTS Board Chairman. The first payment due in Paragraph 7 shall be thirty (30) days after MTS Board approval of this Agreement.

Limited Waiver of Tribal Sovereign Immunity Related to this Agreement. Sycuan acknowledges that MTS's execution of this Agreement and the granting of the rights set forth in this Agreement are expressly conditioned upon Sycuan having agreed to a limited waiver of its tribal sovereign immunity. By executing this Agreement, Sycuan *expressly, unequivocally and irrevocably waives the sovereign immunity of the Sycuan Casino* from suit in the Superior Court of California, County of San Diego to adjudicate any action for money damages, injunctive relief and/or declaratory relief arising out of a breach of this Agreement and agrees not to raise sovereign immunity as a defense in any such action. Sycuan's limited waiver of its immunity from suit is made solely for the benefit of MTS and may not be invoked by any other entity or used to benefit any entity or party that is not MTS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Sycuan Casino

San Diego Metropolitan Transit System

By:
Its:

Paul C. Jablonski
CEO

San Diego Metropolitan Transit System

Harry Mathis
Chairman, Board of Directors

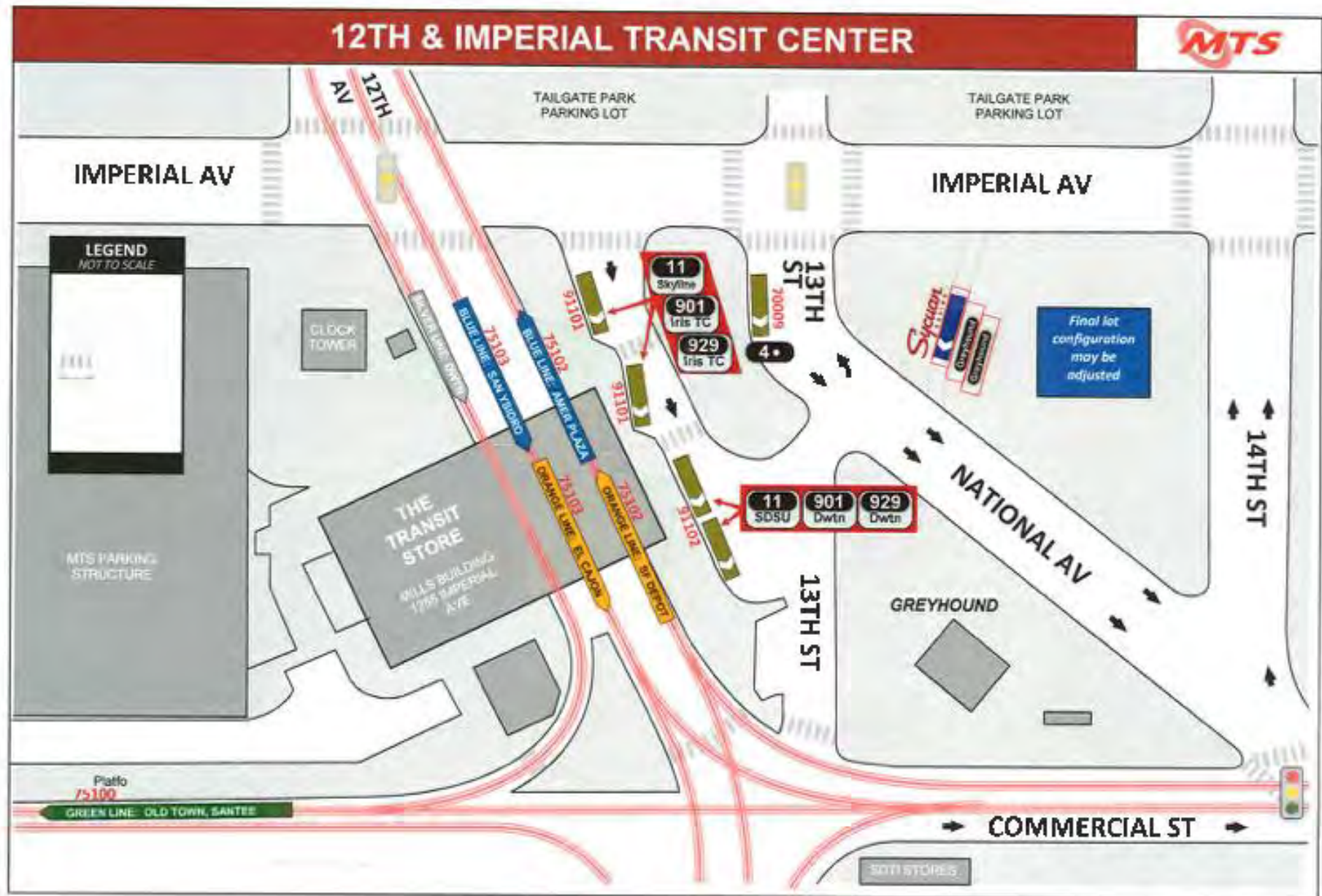
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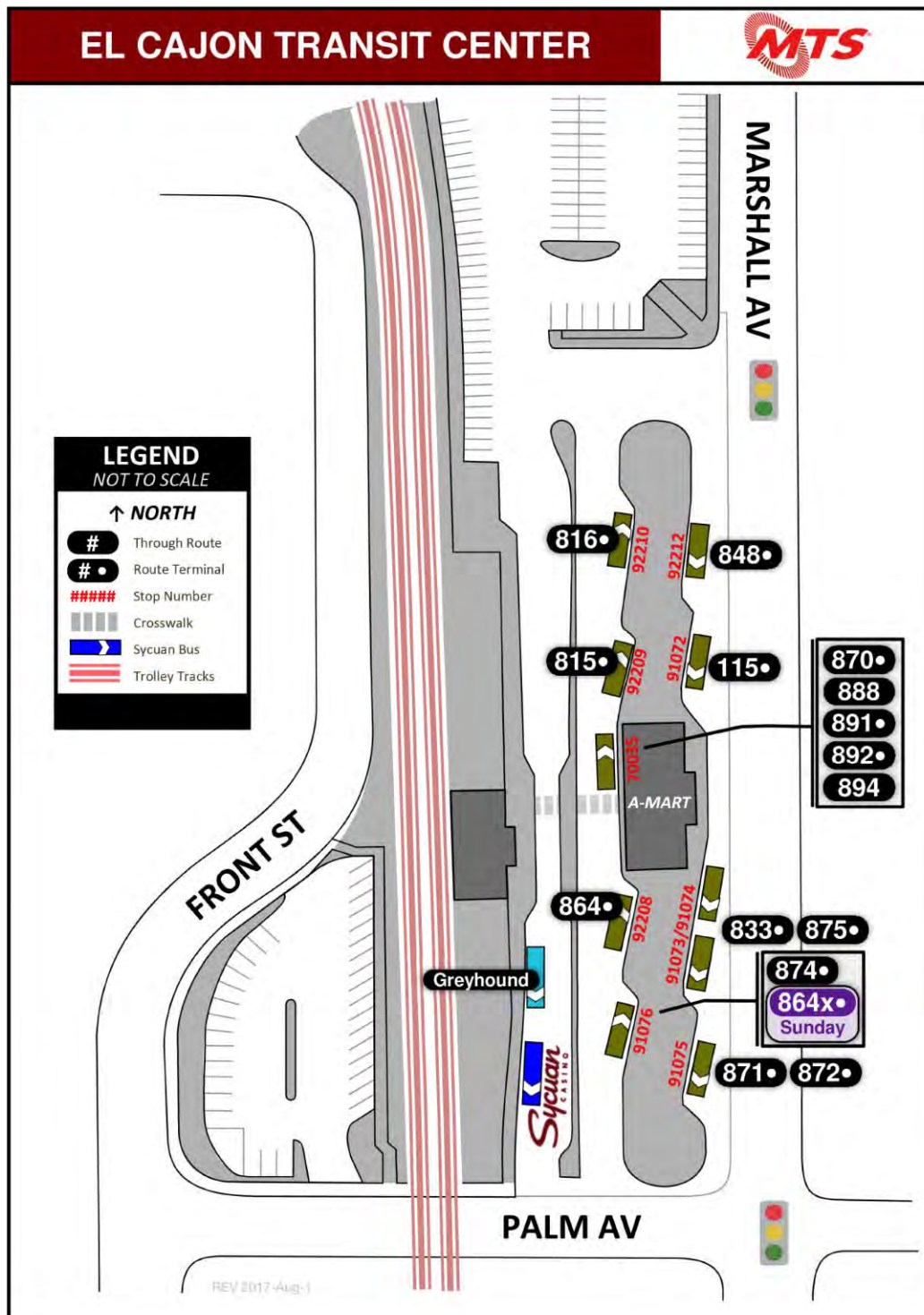
Office of General Counsel

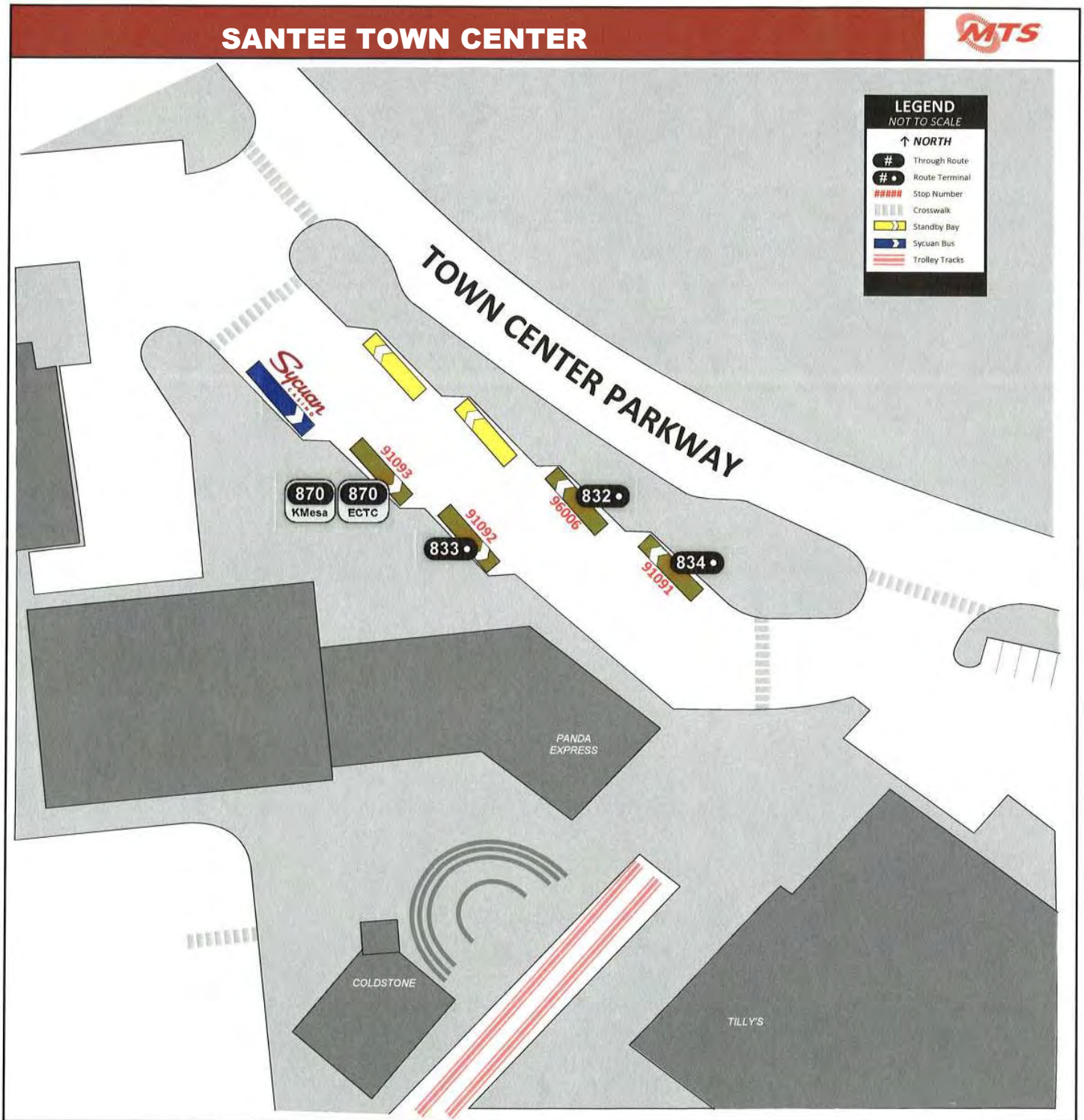
EXHIBIT A
GREEN LINE TROLLEY MAP
(Remainder of page intentionally left blank)



EXHIBIT B







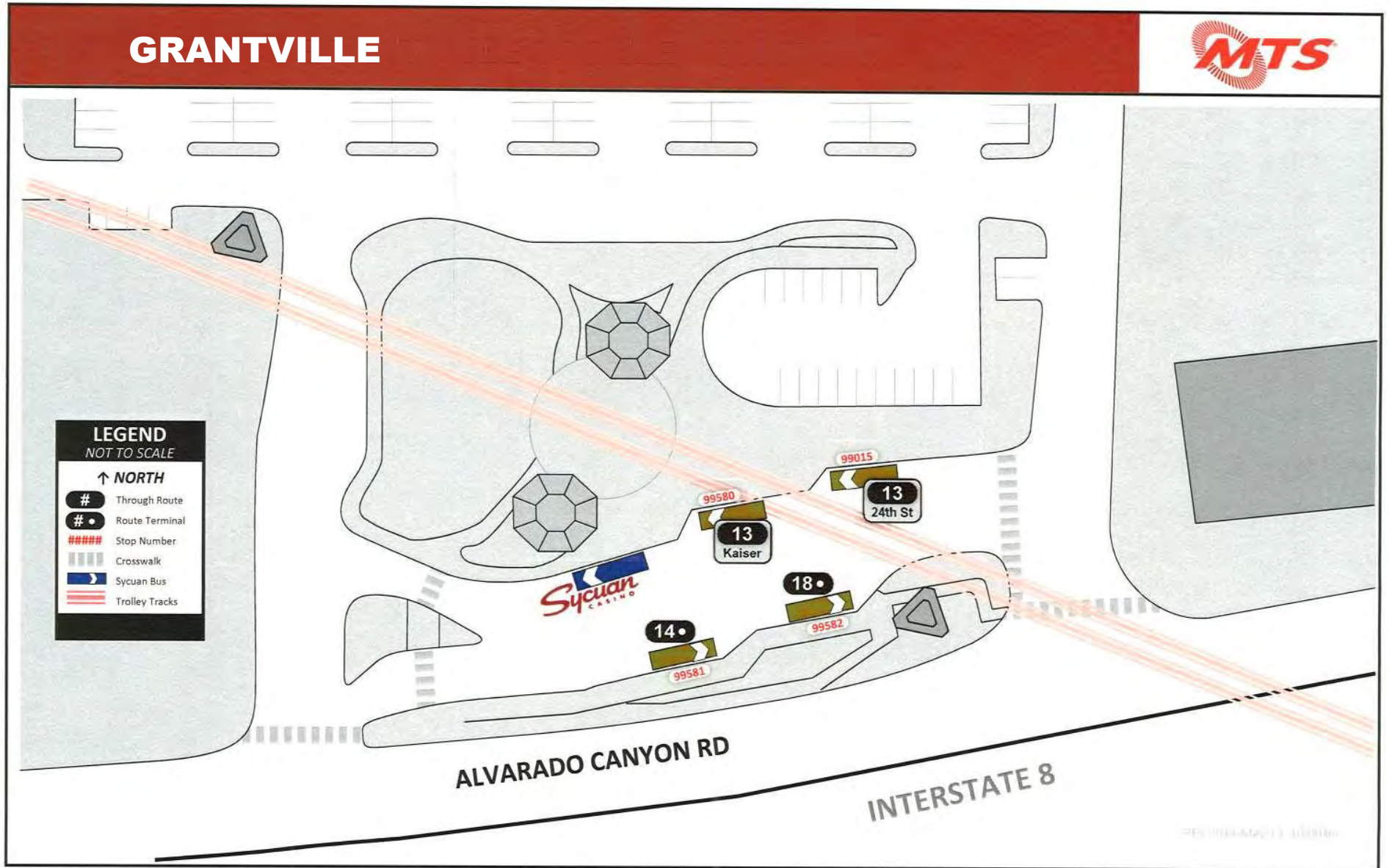


EXHIBIT C
SIGNAGE EXAMPLES/ILLUSTRATIONS
(Remainder of page intentionally left blank)

EXHIBIT D
PAYMENT SCHEDULE

Sycuan Green Line

Payment Schedule		
	Year	Value
Yr1	2017	\$600,000
Yr2	2018	\$600,000
Yr3	2019	\$600,000
Yr4	2020	\$600,000
Yr5	2021	\$600,000
Yr6	2022	\$618,000
Yr7	2023	\$636,540
Yr8	2024	\$655,636
Yr9	2025	\$675,305
Yr10	2026	\$695,564
Yr11	2027	\$716,431
Yr12	2028	\$737,924
Yr13	2029	\$760,062
Yr14	2030	\$782,864
Yr15	2031	\$806,350
Yr16	2032	\$830,540
Yr17	2033	\$855,457
Yr18	2034	\$881,120
Yr19	2035	\$907,554
Yr20	2036	\$934,780

NAMING AND SPONSORSHIP AGREEMENT

THIS NAMING AND SPONSORSHIP AGREEMENT (the "Agreement") is made and entered into as of _____, 2017, by and between the San Diego Metropolitan Transit System, ("MTS"), and Sycuan Casino, ("Sycuan"). (Sycuan is sometimes referred to as the "Sponsor").

RECITALS

Whereas, MTS currently operates the Green Line, a light rail service that runs from Santee to downtown San Diego via El Cajon, La Mesa, Mission Valley, Old Town and the Convention Center area (see Exhibit A);

Whereas, Sycuan recognizes the value of public transportation and the Green Line to connect employees and customers to Sycuan facilities;

Whereas, Sycuan recognizes the value of public transit to greater San Diego region and wishes to support MTS endeavors;

Whereas, Sycuan further desires to obtain the exclusive naming rights to the Green Line and the exclusive marketing rights on the Green Line and its stations in the category of Casinos;

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereby agree as follows:

1. **Exclusive Line Naming Rights.** During the Term of this Agreement (as defined in Section 8 hereof), MTS hereby grants Sycuan the exclusive naming rights of the Green Line. MTS and Sycuan will mutually agree on the name of the line (e.g., the "Sycuan Green Line"), however MTS's agreement on any exercise of naming rights by Sycuan shall not be unreasonably withheld or delayed. Sycuan will develop the design of the naming signage on the exterior and interior of the Green Line vehicles, station logos, and other ancillary media items, to be approved by MTS within the parameters of the MTS sign design guidelines, which approval shall not be unreasonably withheld or delayed. It is contemplated by the parties that the designs will incorporate the names and logos of Sycuan. Sycuan is considered the sole and exclusive naming rights partner of the Green Line.
2. **Other Sponsorship Benefits.** While this Agreement is in effect, and except as otherwise specifically provided in this Agreement, Sycuan shall be the exclusive naming rights sponsor of the Green Line. During the Term of this Agreement, MTS shall provide the following sponsorship benefits to the naming rights Sponsor in exchange for the Sponsorship Fee:
 - a. Category Exclusivity. Sycuan will receive exclusivity on the entire Trolley System in the categories of Native American casinos, Native American business venture, Native American Government, and all San Diego County casinos or resort/casino.

Sycuan will also receive exclusivity on the Green Line and Orange Line in the category of non-Native American casinos.

- i. To the extent MTS accepts non-Native American casino advertising for facilities excluded from this category exclusivity provision, and the advertisement is with a corporation doing business with a San Diego County Native American casino, the advertisement shall clearly identify and advertise a non-Native American casino located outside of San Diego County.
- b. Station Naming Rights and Transportation Hub. Sycuan will receive designation and acknowledgement for the naming rights of three (3) stations located on the line. Sycuan will also designate these stations as Transportation Hubs and each Transportation Hub will have exclusive space provided to Sycuan for which Sycuan may use as a shuttle pickup location for employees and patrons of Sycuan. The location of each shuttle pickup area shall be determined by MTS and marked with permanent signage indicating pickup location. In the event the designated Sycuan shuttle location conflicts with MTS's public transit operations, or with any proposed redevelopment of MTS-owned property, MTS shall have the right to relocate the shuttle to a new location within the trolley property. Specifically, the three stations and proposed locations for naming rights and shuttle service (more fully described in Exhibit B) are:
 - i. Santee
 - ii. El Cajon
 - iii. Grantville

In addition to the naming rights to the three (3) stations listed immediately above, MTS shall designate the station at 12th and Imperial as a Sycuan Transportation Hub with mutually agreed upon signage placed at the 12th and Imperial Station to direct riders to the shuttle pickup location.

In order to maintain consistency and the integrity of MTS transit system branding, design of Station Naming Rights recognition will correspond with other station sponsorships MTS may enter into with third-parties, as described in Section 5 below. Sycuan and MTS will mutually agree on the names of each station. MTS's approval of a station name chosen by Sycuan under this section shall not be unreasonably withheld or delayed.

- c. Additional Station Signage: Sycuan shall receive additional signage, to be agreed upon by the parties, at Qualcomm Station, or another station of Sycuan's choice, except for Old Town. If Sycuan selects the Gaslamp Station, the signage must be limited to one panel of the SDMT information kiosk and a wrap on a double wide soft drink machine enclosure which shall include two 4'x6' side panels and a 6'x6' back panel.
- d. Physical. MTS shall provide Sycuan sponsorship identification on the following and as illustrated in Exhibit C :
 - i. To the extent permitted by state and federal law, SDMTS shall endeavor to gain the approval to place the naming rights sponsor name on SDMTS assets

with freeway visibility.

- ii. Standard trolley station ID's at all stations on Green Line indicating "Sycuan Green Line."
- iii. Sycuan name and/or logo within MTS rail vehicle interior route signage.
- iv. Sycuan name and/or logo on MTS rail station maps.
- v. Sycuan name and/or logo on MTS rail kiosks.
- vi. Sycuan name and/or logo in or on front of MTS Green Line rail vehicles on digital signs or printed cards.

e. Advertising

- i. Trolley wraps on six (6) SD-100 light rail vehicles.
- ii. Sycuan name and/or logo on published transit schedules.
- iii. Sycuan name and/or logo on one-way tickets at ticket vending machines ("TVMs") at stations that exclusively serve the Green Line.
- iv. Sycuan name and/or logo on published handheld maps.
- v. Sycuan name and/or logo on MTS transit destination newsletters.
- vi. Sycuan name and/or logo on standard ads such as 101 Things to do, Passport San Diego, Convention Center Attendee Guide and San Diego Tourism Authority Meeting Planner.
- vii. Sycuan name and/or logo on MTS website and social media, including two social media promotions per year, which shall be mutually agreed upon by the Parties.
- viii. Right of first refusal to purchase future digital advertising (in trolley and on platform), if implemented. This is a category-exclusive opportunity.

Without limitation to the foregoing, the parties acknowledge that during the anticipated term of this Agreement, new technologies, procedures, vehicle types and other changes may occur with respect to the Green Line. MTS agrees that as applicable to the Green Line, it shall make best efforts to maintain prominence of the Sycuan Green Line branding throughout.

The rights granted under this Section 2 to Sycuan are exclusive rights. MTS agrees that except for station sponsors whose rights are stated in Section 5, no other logo, name recognition, or other sponsorship rights will be granted to any third party relating to the Green Line during the term of this Agreement without the prior written consent of Sycuan, which approval shall not be unreasonably withheld or delayed.

- f. News Media. The name of the line shall be included in any press release mentioning the Green Line and Sycuan and MTS shall mutually agree to a press release and event to announce the renaming of the Green Line.

g. Additional Benefits.

- i. Sycuan shall have the right to twelve (12) on-site activations per year for each year of the Term. These activations may include, but are not limited to, station domination graphics, promotional giveaways, non-gambling activities for passengers, food samplings, and hotel information. All costs associated with the activations shall be assumed by Sycuan Casino.
- ii. Sycuan shall have the right to four (4) VIP trolley trips per year for each year of the Term. VIP trolley rides shall be considered the exclusive use of one Trolley vehicle for times and locations requested by Sycuan Casino. The operation of the VIP trolley must be pre-approved by MTS. Sycuan Casino recognizes that the availability and operation of the VIP trolley is contingent on operating in conjunction with in-service trains.
- iii. Sycuan shall have the right to change branding throughout the Term of the Agreement provided such changes are agreed to in writing by the Parties hereto.

3. Artwork and Media Costs; Installation and Replacement Costs.

- a. Artwork and Media Costs. Sycuan shall bear the costs of the design, production and installation of the six (6) exterior vehicle wraps on the Green Line fleet (see Section 2(e)(i)), the design and production of any freeway-oriented signage (see Section 2(d)(i)), and the design and production of any vehicle or station advertisements contemplated by Section 2(c). In the event Sycuan determines it is necessary to engage a third party to assist in developing the artwork and media, Sycuan shall bear the third party's fees and other costs. MTS shall be responsible for the costs associated with the printing of signage and collateral (see Sections 2(d)(ii) through (vi) and 2(e)(ii) through (vi)) that are included in its annual reproduction of signage and collateral.
- b. Schematics of trolleys and station stops. In order for MTS to develop the artwork and media associated with the Green Line, Sycuan shall provide to MTS all appropriate art. All signs and collateral with Sycuan art will be provided to Sycuan for approval prior to production.
- c. Installation. MTS shall be solely responsible for ensuring that the installation of any signage, or other materials used by MTS in connection with this Agreement, complies with all federal, state and local laws and regulations, including but not limited to the US Department of Transportation (DOT) and Caltrans for the operation of the Green Line. MTS shall install any special exterior or interior advertising artwork and media developed by Sycuan pursuant to this Agreement; if any, provided however, that Sycuan shall bear the actual third party costs of MTS, without markup, incurred in the installation of any such advertising. MTS shall bear the costs of installing the physical signage contemplated by Section 2(d)(ii) through (vi).
- d. Replacement. Costs for production, application, repairs and removal of the LRV wraps will be contracted by Sycuan with an approved MTS wrap vendor. Should the wrap be damaged, defaced, mutilated or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause during the term specified in the agreement, the cost of a replacement would be borne by Sycuan unless through negligence of MTS. In the instance of vandalism to the LRV Trolley Wraps, MTS shall bear the costs of replacement of the wraps for the first three incidents of

vandalism, provided Sycuan uses the preferred MTS wrap vendor to produce and install the wraps. In the instance of vandalism at MTS stations on the Green Line, MTS shall be responsible for and bear the costs of repair at the MTS stations on the Green Line. MTS will continue to bear the costs of and be responsible for the clean up of vandalism at the MTS Green Line Stations that include Sycuan branding until such time as MTS deems vandalism to Sycuan branding and activation as more frequent than in the previous experience of MTS at other MTS stations. In that event, the Parties each reserve the right to explore other corrective measures for vandalism. Costs to repair or replace Sycuan Green Line signage fabricated by Sycuan shall be the responsibility of Sycuan.

- i. Upon expiration of the Term of the Agreement, Sycuan shall bear the costs of removal of any and all Sycuan signage across all MTS assets.
- ii. Sycuan shall also be responsible for returning MTS assets to the condition of assets prior to the installation of signage beyond reasonable wear and tear.

4. Use of Trademarks and Service Marks; Intellectual Property Rights.

- a. Grant of Limited License to Sycuan. Subject to the terms of this Agreement and so long as Sycuan is not in breach of any term or condition hereof, MTS grants Sycuan for the entire Term the non-exclusive and royalty-free license, uncoupled with an interest, to use the MTS trademarks, service marks, logos and any secondary marks ("MTS Marks") to identify Sycuan as a sponsors of the Green Line in connection with advertising and the promotional activities and materials for Sycuan, separately or collectively, as approved by MTS. Any and all materials produced by Sycuan using MTS Marks must be submitted to MTS for review and prior approval, which approval shall not be unreasonably withheld or delayed. However, Sycuan shall not make any use of the MTS Marks without the prior written consent of MTS as to each use. Approval of the use of MTS Marks must be in writing signed by the MTS Marketing and Communications Director.
- b. Grant of Limited License to MTS. Subject to the terms of this Agreement and so long as Sycuan is not in breach of any term or condition hereof, Sycuan grants MTS for the entire Term the non-exclusive and royalty-free license, uncoupled with an interest, to use the Sycuan trademarks, service marks, logos and any secondary marks ("Sycuan Marks") to identify Sycuan as a sponsor of the Green Line in connection with advertising and the promotional activities and materials for Sycuan, separately or collectively, as approved by Sycuan. Any and all materials produced by MTS using the Sycuan Marks must be submitted to Sycuan for review and prior approval, which approval shall not be unreasonably withheld or delayed. However, MTS shall not make any use of the Sycuan Marks without the prior written consent of the Sycuan as to each use. Approval of the use of the Sycuan Marks must be in writing signed by the designee of Sycuan.
- c. Changed Circumstances Affecting License. All rights of approval of the use of the MTS Marks or the Sycuan Marks shall be a continuing right so that any party may later object to the use of the MTS Marks or the Sycuan Marks that had been previously approved should circumstances change or other reasons arise that, in the reasonable judgment of the party objecting, make continued use potentially damaging to reputation or image of the MTS Marks or the Sycuan Marks or to the

objecting party.

- d. Ownership of Marks. All uses of the MTS Marks or the Sycuan Marks by a party hereto shall inure to the benefit of the party granting the license in their own marks and not the licensee hereunder. No licensee hereunder shall make any claim of ownership or other interest in any mark licensed to them hereunder. Sycuan shall own all intellectual property rights in any works created by them (the "WORKS"), except Sycuan shall not have any interest or ownership in the MTS Marks that may be embodied in WORKS.
- e. Advertising Content. Sycuan, with respect to its own use of Marks in advertising or media, shall be responsible for ensuring that it has all necessary rights to the Marks or other intellectual property used in such advertisements and media. MTS shall be solely responsible for installing and maintaining such advertisements and media, provided that it determines that items of advertising and media placed pursuant to this Agreement comply with all Federal, state and local laws and regulations, including but not limited to United States Department of Transportation and Caltrans.

5. **Station Sponsors.**

- a. Separate from this Green Line Naming Rights agreement, MTS may also endeavor to sell individual station sponsorships along the Green Line at any of the stations except those granted to Sycuan in Section 2(b). In accordance with the category exclusivity granted to Sycuan in this Agreement, individual station sponsors shall not be in the casino categories. Station sponsorships shall be limited to:
 - i. Naming rights of one station and signage at that respective station;
 - ii. Interior panel signage on the Green Line fleet vehicles identifying the station name on route maps or other identifying materials; and
 - iii. Station identification printed on MTS materials.

6. **No Other Green Line Sponsor.** MTS warrants and represents as an inducement to Sycuan to enter into this Agreement that:

- a. Except for the station sponsors, Sycuan is the sole and exclusive naming rights sponsor for the Green Line.

7. **Payment of Sponsorship Fee.** In return for the rights granted above, Sycuan shall pay to MTS, in advance, annual fee payments as set forth in the Payment Schedule attached as Exhibit D, with the first payment being due on the first date of the term as identified below and the subsequent payments being due on the same date in the subsequent years (the "Sponsorship Fee"). Beginning in year 6, the annual fee payment shall increase at a rate of three percent (3%) each subsequent contract year.

No fee other than Sponsorship Fees and the advertising installation costs described in Section 3(c) shall be due from Sycuan until and unless Sycuan has had the opportunity to review and approve or reject in writing, in their respective sole discretion, any costs or expenses of MTS or its agents or representatives, that are imposed on Sycuan in this Agreement. With respect to installation costs described in Section 3(c): (1) Sycuan shall not unreasonably withhold approval of costs under Section 3(c); and (2) Sycuan shall respond

to requests for approval of costs under Section 3(c) within 10 business days of receiving the written proposal from MTS. No fees other than Sponsorship Fees shall be due from Sycuan if MTS is unreasonably withholding approval for any matter for which Sycuan is required to obtain approval from MTS.

Fees, costs and expenses not imposed on Sycuan or MTS in this Agreement shall not be imposed on any of them except by an amendment to this Agreement signed by all parties. Sycuan may approve or reject such costs in their sole discretion. These would include costs and expenses for or related to new or different advertising, including but not limited to costs and expenses arising from the participation by Sycuan in any new sponsorship or advertising media or modality.

- 8. Term.** The initial term of this Agreement shall commence 60 days from the date first written above and continue for twenty (20) years from the date the agreement is signed ("Initial Term"); provided however, that MTS and Sycuan shall each have the option to terminate this Agreement at the conclusion of the tenth year of the Term. MTS agrees that Sycuan shall have the option to renew this Agreement, under terms acceptable to MTS, at the end of the Initial Term for an additional ten (10) year term. The Initial Term and any subsequent renewals are collectively referred to herein as the "Term." If Sycuan decides not to exercise their option for renewal terms, then this Agreement shall terminate.

9. Termination for Cause.

- a. Termination for Breach. This Agreement may be terminated by any party, at any time if the other party:

- i. Is in material breach of this Agreement, and such breach has not been cured within thirty (30) days, or a reasonable time if more than thirty (30) days is required to cure, following provision of written notice of such breach to the breaching party.
- ii. Seeks protection in bankruptcy, makes a general assignment of its assets for the benefit of its creditors.
- iii. Is convicted of a felony or is excluded from participation in any procurement program funded in whole or in part by the federal or a state government.
- iv. Takes or omits taking such action relating to or arising under this Agreement, so as to cause material disrepute to accrue to another party, or to cause material harm to the reputation of another party.

The notice of material breach or default shall set forth in detail the act or omission giving rise to a breach of this Agreement and shall specify in detail what is reasonably expected of the breaching party in order to cure such breach. If the allegedly breaching party disputes the existence of the breach, then the dispute resolution procedures described in Section 18 hereof shall apply to the resolution of such dispute.

- b. Effect of Termination. Upon termination or expiration of this Agreement

- i. All rights of MTS and Sycuan to use the MTS Marks or Sycuan Marks, as applicable, shall cease and MTS will remove all Sycuan Marks from buses, stations, advertisements and other instances where MTS had been using the

Sycuan Marks prior to the termination.

- ii. All licenses granted in this Agreement shall terminate.
 - iii. In the event that this Agreement is terminated by Sycuan for cause, then MTS shall refund to the terminating Sponsor a pro rated portion of any fees paid by Sycuan on account of time periods following the effective date of termination.
 - iv. In the event that this Agreement is terminated by MTS for cause before expiration of the original Term, then (1) Sycuan shall bear the costs of removing Sycuan signage pursuant to Section 3(d).
- c. Renegotiation in Lieu of Termination. In the event MTS, as a result of regulatory or other legal action, is unable to provide some of the Sponsorship Benefits listed in Section 2 and visually identified in Exhibit C then Sycuan may, as an alternative to terminating this Agreement pursuant to Section 9(a)(i), initiate a renegotiation of the Sponsorship Fee and/or the enumerated Sponsorship Benefits so as to maintain the sponsorship value intended by this Agreement.

10. Warranties.

- a. General Warranties of MTS. MTS represents and warrants that (i) it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) all necessary corporate approvals for the execution, delivery, and performance by MTS of this Agreement have been obtained; (iii) this Agreement has been duly executed and delivered by MTS and constitutes a legal, valid and binding obligation of MTS enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement by MTS will not conflict with its articles of incorporation, by-laws or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which MTS is a party or by which MTS is bound.
- b. General Warranties of Sycuan. Sycuan represents and warrants that (i) it has the full corporate and tribal power and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) all necessary corporate or tribal council approvals for the execution, delivery, and performance by Sycuan of this Agreement have been obtained; (iii) this Agreement has been duly executed and delivered by Sycuan and constitutes a legal, valid and binding obligation of Sycuan enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement by Sycuan will not conflict with its articles of incorporation, by-laws, tribal laws or regulations, or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under any lease, agreement, commitment or other instrument, or any order, judgment.
- c. Express Warranty of Sycuan. Sycuan represents and warrants that it has obtained all necessary approvals of its tribal council or other individuals and/or members to enter into the limited waiver of sovereign immunity set forth in Section 24.

11. Allocation of Responsibility; Insurance.

- a. As between MTS and Sycuan, MTS is responsible for costs, damages and liabilities arising from any bodily injury, including death, personal injury or property damage arising out of MTS transportation operations, including but not limited to the operation of the Green Line. MTS shall procure and maintain during the term of this Agreement and so long as any Sycuan Marks are in use by MTS, comprehensive policies of insurance including:
 - i. Worker's compensation and employer's liability;
 - ii. Commercial general liability;
 - iii. Automobile physical damage and liability.

Self-insurance of the above requirements is acceptable. If requested, a letter of self-insurance will be provided by MTS to Sycuan as evidence thereof.

- b. Without limitation to the foregoing, it is acknowledged that MTS shall have no liability or responsibility for costs or damages related to bodily injury, including death, personal injury or property damage arising out of actions, fault or negligence in the operation of the casinos and services of Sycuan, as applicable.

- 12. **Binding Effect; Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than such Parties (or their successors or permitted assigns), including, without limitation any officer, employee, or agent is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, as a third party beneficiary or otherwise. The covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns.
- 13. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the Parties relating to the subject matter herein. All prior proposals, discussions and writings by and among the Parties relating to the subject matter herein are superseded by this Agreement. This Agreement may not be amended unless such amendment is in writing and signed by duly authorized representatives of both Parties and recites specifically that it is an amendment to this Agreement.
- 14. **Assignment.** Except as otherwise stated in this Agreement, no party's interests or obligations under this Agreement may be assigned or transferred to another party without the prior written consent of the all parties hereto, which may be granted or withheld in the sole discretion of that any party. Any attempted assignment without such consent shall be void *ab initio*.
- 15. **Waiver.** No party's delay or failure to exercise any right, power or privilege under this Agreement or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any event of default hereunder or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party unless made in writing and signed by an authorized officer of the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

- 16. Severability.** If either: (a) a court of competent jurisdiction holds that a material provision or requirement of this Agreement violates any applicable law, or (b) a government agency with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates laws over which such department or agency has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (2) the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severable provision; and (3) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable. If the effect of such severance and substitution, or the inability promptly to agree upon such substitution, would be to deprive a party of the benefits contemplated under this Agreement or increase the risk or liability of a party, then any party may terminate this Agreement by giving such notice to the other Parties as is acceptable to such court or governmental agency, and as is sufficient to provide for an orderly transition consistent with the terms.
- 17. Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the substantive laws of the State of California, to the extent not governed by federal law, without giving effect to the principles of conflict of laws of such State. Subject to Section 18 of this Agreement, the parties acknowledge that jurisdiction exists and venue is proper in the Courts of California for any action brought under this Agreement. Consistent with the waiver set forth in Section 24, this Agreement shall not be governed by or adjudicated in accordance with Sycuan's tribal code.
- 18. Dispute Resolution.**
- a. Process. The Parties acknowledge that the establishment and operation of this affiliation will require an ongoing commitment by all parties to cooperate and make best efforts. Accordingly, the parties will seek to resolve any disputes regarding this Agreement or any other terms of this Agreement pursuant to this Section 18. Any party may at any time issue a notice that a dispute exists if such party believes that another party has caused a material breach of the Agreement, or a situation or circumstance exists which frustrates, in a material manner, the achievement of the objectives of this Agreement. Such notice shall start a process of Progressive Dispute Resolution which shall involve a good faith attempt to resolve the dispute for a period not to exceed 120 days. The specific allocation of such 120-day period is described in subparagraphs (c) and (d) of this Section 18.
 - b. Any claim, controversy or dispute concerning the interpretation or performance of this Agreement or to the threatened, alleged or actual breach of this Agreement which is not disposed of by mutual agreement within a period of ten (10) days after one party has provided written notice of the dispute to the other, first shall be subject to Progressive Dispute Resolution procedures described in this Section 18. Notwithstanding the Parties' agreement to these procedures, either party may seek immediate injunctive relief if such party believes that injunctive relief is necessary to prevent immediate irreparable harm to its interests.
 - c. Invocation of Progressive Dispute Resolution Procedures. The party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiations by written notice to the other party. Such notice shall be

without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

- d. Progression of Management Involvement. The Parties shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and locations, between negotiators for the Parties at the successive management levels set forth below.

<u>Level</u>	<u>Sycuan</u>	<u>MTS</u>
Level 1:	<u>Daniel Morales</u>	VP of Marketing
Level 2:	<u>John Dinius</u>	GM
Level 3:	<u>Adam Day</u>	CAO

The negotiators at each management level shall have a period of forty (40) days in which to attempt to resolve the dispute. The allotted time for the first-level negotiators shall begin on the date of receipt of the Invoking Party's notice.

- e. If a resolution is not achieved by negotiators at any given management level at the end of the allotted time or any extension thereto agreed to by the parties in writing, the allotted time for the negotiators at the next management level, if any, shall begin immediately.
- f. If resolution is achieved at any management level, the resolution shall be memorialized in writing, shall state the agreements reached and describe the actions to be taken, if any, and shall be signed by the managers involved.
- g. The agreement of the Parties to these Progressive Dispute Resolution procedures is solely for the benefit of the Parties and is not intended to create any legal, equitable, or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of performance of these procedures.

- 19. Notices.** All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight delivery, or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person, or on the next succeeding business day if delivered on a non-business day or after 6:00 p.m. local time, (b) one business day after having been delivered to a courier for overnight delivery, or (c) three business days after having been deposited in the U.S. Mail, all fees prepaid, directed to the Parties at the following addresses (or at such other address as shall be specified in writing by a recipient Party hereto);

If to Sycuan, to:

John Dinius
General Manager
5469 Casino Way
El Cajon, CA 92019

Michelle Carr
Attorney General

1 Kwaaypaay Court
El Cajon, CA 92019

If to MTS, to:

Paul Jablonski, CEO
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Karen Landers
General Counsel
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

- 20. Additional Actions and Documents.** Each of the Parties hereto shall take or cause to be taken such further actions, execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and use their respective best efforts to obtain such consents (including regulatory approvals), as may be reasonably necessary or as may be reasonably requested in order to fully effectuate this Agreement.
- 21. Survival.** Sections 10 through 24 shall survive termination or expiration of this Agreement.
- 22. Construction.** Each Party hereto acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against the other.
- 23. MTS Board of Directors Approval.** Sycuan acknowledges that this Agreement shall not be effective until approved by the MTS Board of Directors and executed by the MTS Board Chairman. The first payment due in Paragraph 7 shall be thirty (30) days after MTS Board approval of this Agreement.

Limited Waiver of Tribal Sovereign Immunity Related to this Agreement. Sycuan acknowledges that MTS's execution of this Agreement and the granting of the rights set forth in this Agreement are expressly conditioned upon Sycuan having agreed to a limited waiver of its tribal sovereign immunity. By executing this Agreement, Sycuan *expressly, unequivocally and irrevocably waives the sovereign immunity of the Sycuan Casino* from suit in the Superior Court of California, County of San Diego to adjudicate any action for money damages, injunctive relief and/or declaratory relief arising out of a breach of this Agreement and agrees not to raise sovereign immunity as a defense in any such action. Sycuan's limited waiver of its immunity from suit is made solely for the benefit of MTS and may not be invoked by any other entity or used to benefit any entity or party that is not MTS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Sycuan Casino

San Diego Metropolitan Transit System

By:
Its:

Paul C. Jablonski
CEO

San Diego Metropolitan Transit System

Harry Mathis
Chairman, Board of Directors

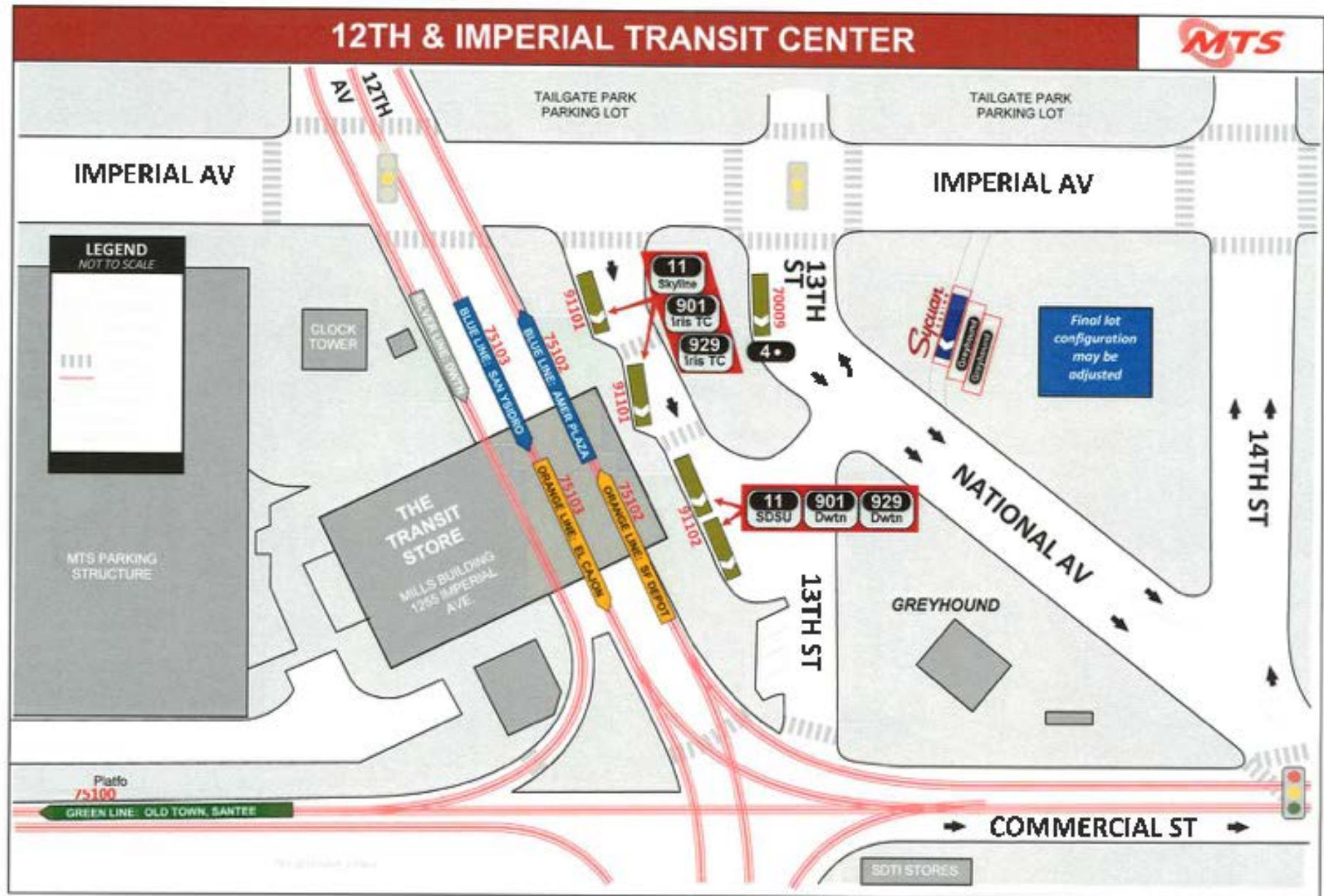
Approved as to Form:

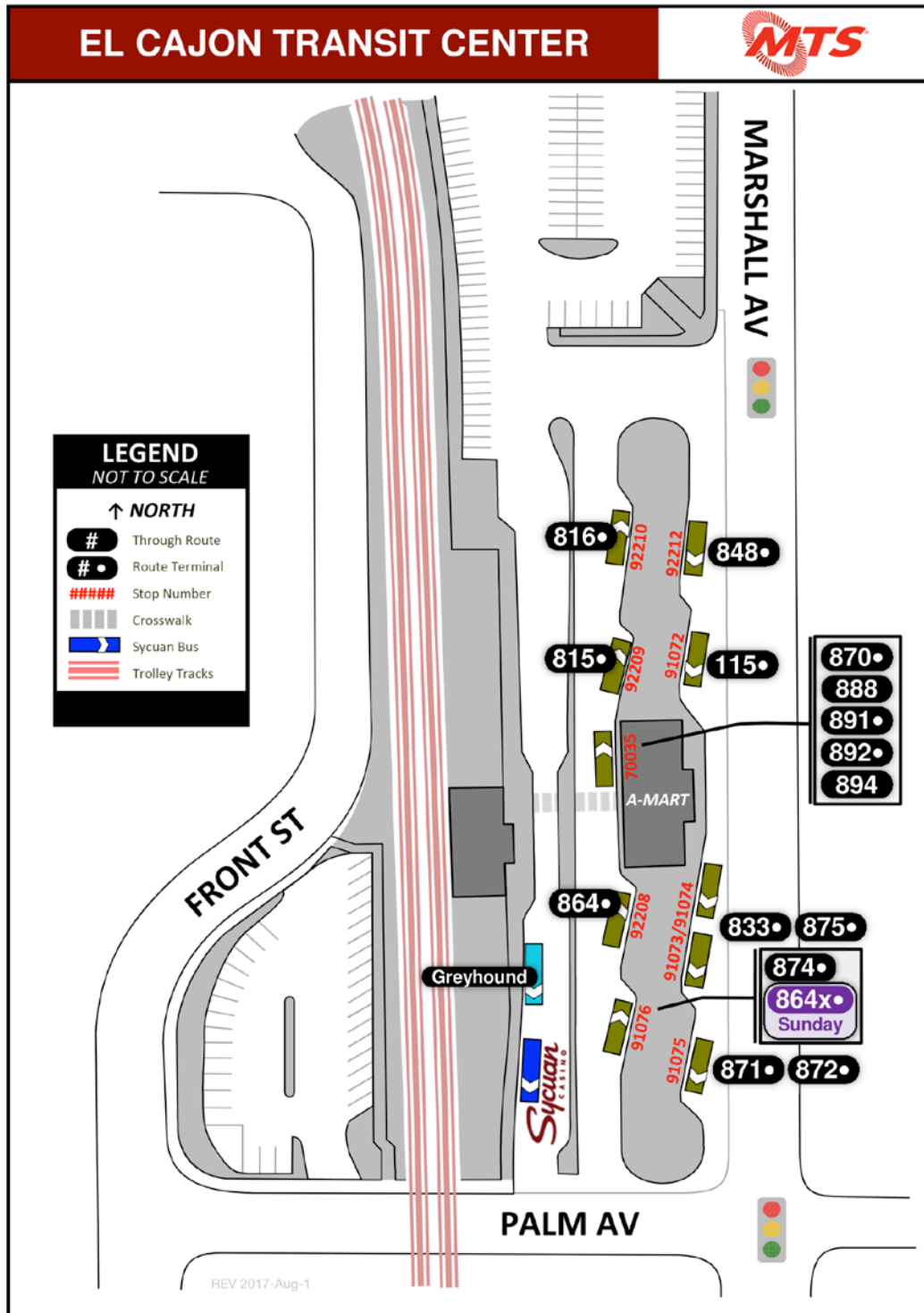
Office of General Counsel

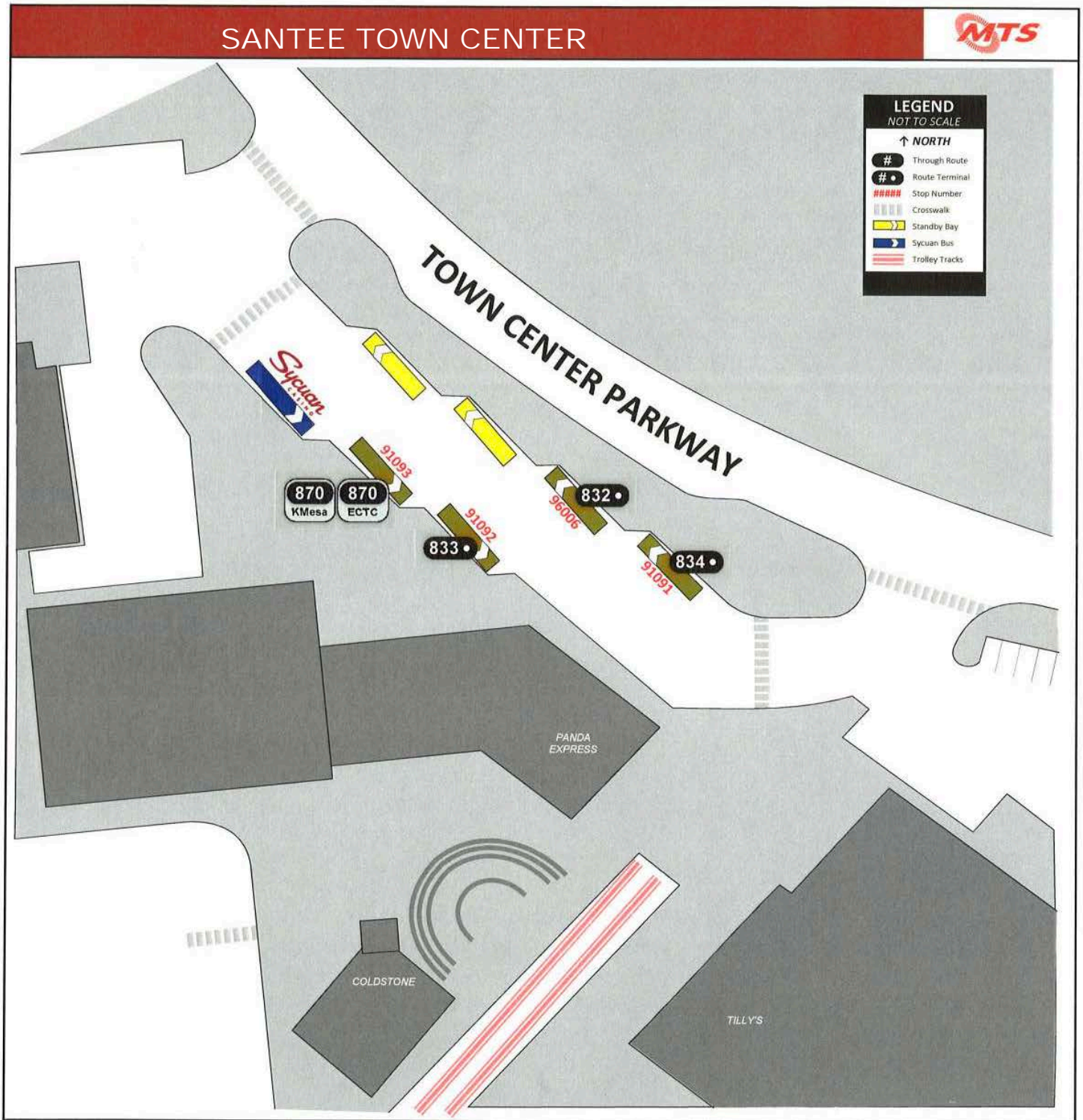
EXHIBIT A
GREEN LINE TROLLEY MAP
(Remainder of page intentionally left blank)



EXHIBIT B







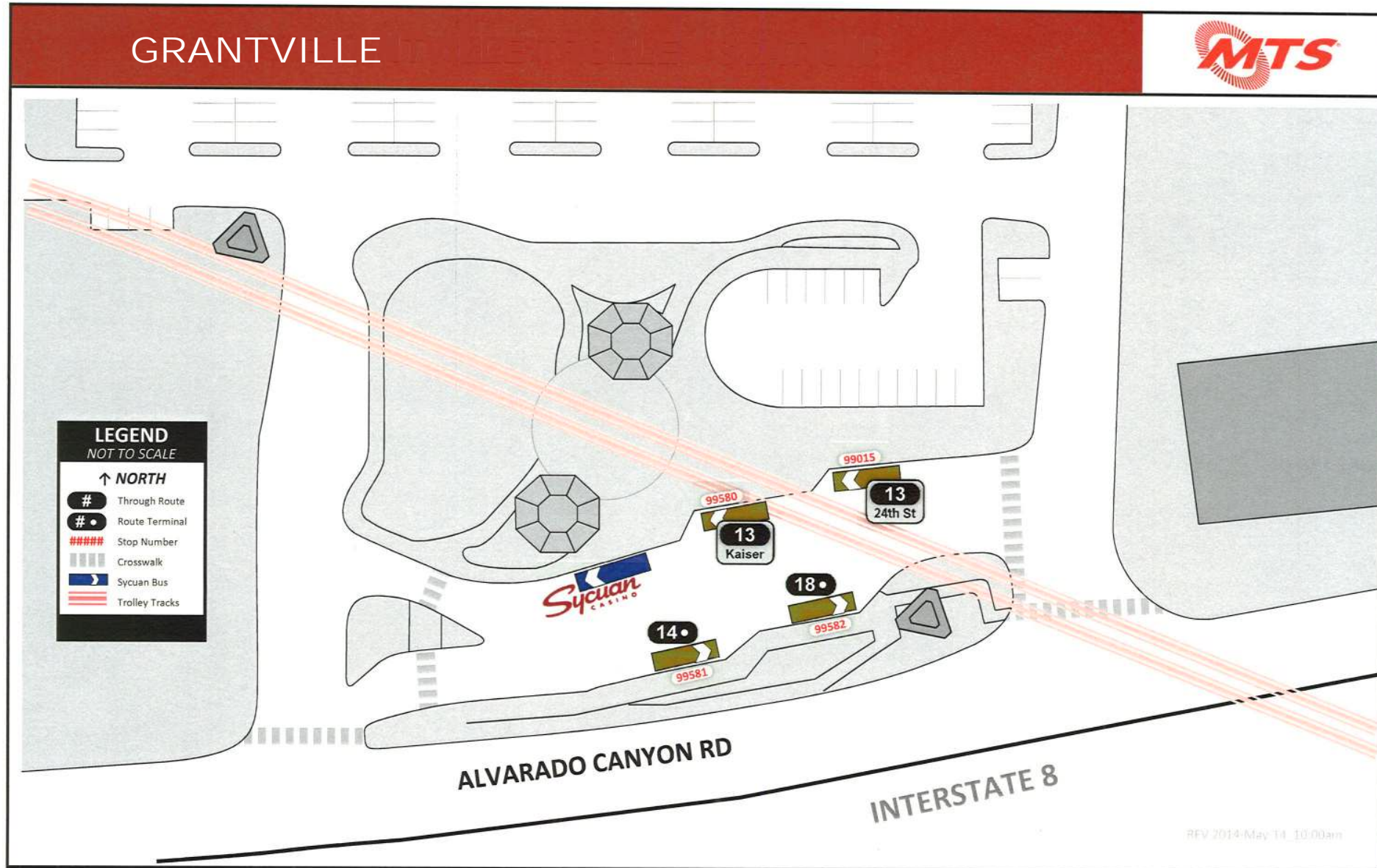


EXHIBIT C
SIGNAGE EXAMPLES/ILLUSTRATIONS
(Remainder of page intentionally left blank)

EXHIBIT D
PAYMENT SCHEDULE

Sycuan Green Line

Payment Schedule		
	Year	Value
Yr1	2017	\$600,000
Yr2	2018	\$600,000
Yr3	2019	\$600,000
Yr4	2020	\$600,000
Yr5	2021	\$600,000
Yr6	2022	\$618,000
Yr7	2023	\$636,540
Yr8	2024	\$655,636
Yr9	2025	\$675,305
Yr10	2026	\$695,564
Yr11	2027	\$716,431
Yr12	2028	\$737,924
Yr13	2029	\$760,062
Yr14	2030	\$782,864
Yr15	2031	\$806,350
Yr16	2032	\$830,540
Yr17	2033	\$855,457
Yr18	2034	\$881,120
Yr19	2035	\$907,554
Yr20	2036	\$934,780

Sycuan Green Line

Board of Directors

October 19, 2017



Background

- Continuation of Naming Rights Contract
 - Superlative Group since 2010
 - UC San Diego Blue Line in 2015
- On-going efforts for other assets
 - Green and Orange lines
 - Stations
 - Intro letters, follow-up calls and meetings
 - Contacted all major casinos, SDSU



Sycuan Green Line

- Terms:
 - Years 1-5: \$600,000/yr
 - Years 6-20: Increases by 3%
 - Exit clause at 10 years
 - Extension Opportunity at 20 Years
 - Total gross payments
 - 10 years: \$6.28 million
 - 20 years: \$14.5 million
 - 30 years: \$25.5 million

Sycuan Green Line

- MTS Assets Provided
 - Exclusivity for Casinos and Native American Business/Government for all Trolley assets (excepting casinos outside SD County on the Blue Line)
 - Naming rights at three stations: Santee, El Cajon and Grantville
 - Bus shuttle operations at Santee, El Cajon, Grantville and adjacent to 12th & Imperial
 - Sycuan advertisements at above stations
 - Six Trolley wraps/year
 - Sycuan Green Line signage on MTS structures
 - Sycuan Green Line on all MTS printed materials



Sycuan Green Line

- Forgone revenue
 - \$105,000/year from Barona shuttles at El Cajon TC
- Commission Payment for 10-year base contract
 - Either 12%/year or 6% (if paid in first three years)
 - Difference between Sycuan revenue and existing revenue contracts
 - Less monthly retainer and travel expenses for last 15 mos.
 - Final commission payment to be negotiated
- 10-year net to MTS: \$4.7 million to \$5 million



Examples







Recommendation

- Authorize the Chief Executive Officer (CEO) to execute the agreement (provided today) with the Sycuan Casino for the exclusive naming rights of the Green Line.

Sycuan Green Line

Board of Directors

Questions?





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Agenda Item No. 32

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) SAFETY MANAGEMENT
SYSTEM POLICY STATEMENT (SAMANTHA LESLIE)

RECOMMENDATION:

That the Board of Directors adopt the MTS Safety Management System Policy
Statement (Attachment A).

Budget Impact

None.

DISCUSSION:

As an agency, MTS emphasizes safety in all of its activities. This includes the safety of both the public and MTS employees. Safe operations and work environments are a primary focus of training for our bus and trolley operations. Our policies and practices are subject to ongoing review and revisions to address any safety concerns or improvements that are identified.

Recent best practices recommendations for the transit industry have organized safety programs under a Safety Management System (SMS) framework. SMS is a management approach that includes specified processes to ensure each agency has the necessary organizational structures, accountabilities, and policies and procedures in place to direct and control resources to optimally manage safety.

MTS staff believes an SMS approach is an important one. Staff will work in the coming year to complete a comprehensive safety plan that incorporates SMS for both trolley and transit. The SMS approach makes safety a priority at all levels of an organization: from the Board of Directors to every employee or contractor. Although MTS has existing safety programs in place, we do not have a formal Safety Policy adopted by the MTS



Board. In order to fully embrace the organization-wide SMS approach, it is recommended that the Board adopt a SMS Policy Statement (Attachment A). This SMS Policy Statement clearly states MTS's agency wide safety objectives. All policies, procedures, and organizational structures will be guided by these safety objectives.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. MTS Safety Management System Policy Statement.

San Diego Metropolitan Transit System Safety Management Policy Statement

The San Diego Metropolitan Transit System (MTS) has established this Safety Management System Policy Statement to emphasize its overall commitment to the safety of our passengers, our operators, our staff and the general public. This Safety Management System Policy Statement provides direction for MTS's safety program, which applies to every facet of MTS operations.

The management of safety is MTS's highest priority. MTS is committed to safety throughout the entire organization, from the Board of Directors to the front line employees.

MTS will ensure that all transit service delivery activities take place under a balanced allocation of organizational resources to achieve the highest level of safety performance and meeting established standards. MTS is committed to developing, implementing, maintaining, and constantly improving our processes. As evidence of our commitment to safety, every MTS policy shall be guided by and every employee shall perform their duties in furtherance of the following safety goals:

- Supporting safety through the provision of appropriate resources that fosters a safety culture
- Integrating the management of safety among the primary responsibilities of all managers and employees;
- Clearly defining managers and employees' responsibilities in relation to the performance of our safety management system;
- Conducting hazard identification and evaluating safety risks, which includes an employee safety reporting program, in order to eliminate or mitigate safety risks;
- Ensuring that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- Complying with, and wherever possible exceeding, legislative and regulatory requirements and standards;
- Ensuring that sufficiently skilled and trained employees are available to implement safety management processes;
- Ensuring that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are assigned only tasks for which they are adequately trained;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance by ensuring appropriate safety management action is taken and is effective; and
- Ensuring externally supplied systems and services that support our operations are delivered to meet our safety performance standards.

Chief Executive Officer
San Diego Metropolitan Transit System

Chairperson of Board of Directors
San Diego Metropolitan Transit System

Date

Date

MTS Safety Management

MTS Board of Directors Meeting
October 19, 2017



Safety Management System (SMS)

- SMS is the formal, top-down, organization-wide, data-driven approach to managing safety
- Formalizes current process and documents agency's commitment to safety for entire organization



Shared Responsibilities

All employees and departments are accountable for the delivery of safe transit service and safe working environments

- Board
- CEO
- Executive Management, Managers, Supervisors, Admin
- All front-line employees
- All departments
- Contractors



Safety Management Policy Statement

The MTS Safety Policy Statement builds the framework MTS will utilize to manage safety throughout the entire organization

Provide appropriate resources to safety	Employ qualified and trained employees
Safety is responsibility of all employees	Ensure initial & continuing training of employees
Define safety roles & responsibilities	Measure & improve safety performance
Provide an employees safety reporting program	Ensure contractors meet safety standards
Protect employees from retaliation for reporting safety concerns	Comply with and exceed legal safety standards



Staff Recommendation

- That the Board of Directors
 - Adopt the MTS Safety Management System Policy Statement





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Agenda Item No. 45

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

COMIC-CON 2017 RECAP (ROB SCHUPP AND TOM DOOGAN)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

MTS provided extra service for the 2017 Comic-Con held at the San Diego Convention Center. MTS collaborated to print commemorative passes, introduced Compass Cloud mobile ticketing to attendees, and generated advertising revenues. This report will provide an overview of all operational and marketing efforts as well as a report on ridership results.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com





AI No. 45, 10/19/17

2017 Comic-Con Summary

MTS Board of Directors Meeting

October 19, 2017



2017 Comic-Con Summary

- July 19 - 25
- Ridership = 364,000+
- 36 Trolley Wraps
- Station Activations
- Fare Revenue Increase from 2016
- Ad Revenue of \$500,000+
- Operating Expenses



Ticketing






Commemorative
Limited Edition

COMIC-CON DAY PASSES

<p>2 DAY PASS JULY 22-23 \$10</p> <hr/> <p>3 DAY PASS JULY 21-23 \$13</p> <hr/> <p>4 DAY PASS JULY 20-23 \$16</p> <hr/> <p>5 DAY PASS JULY 19-23 \$20</p>	
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EASY FARES

Now
Available!







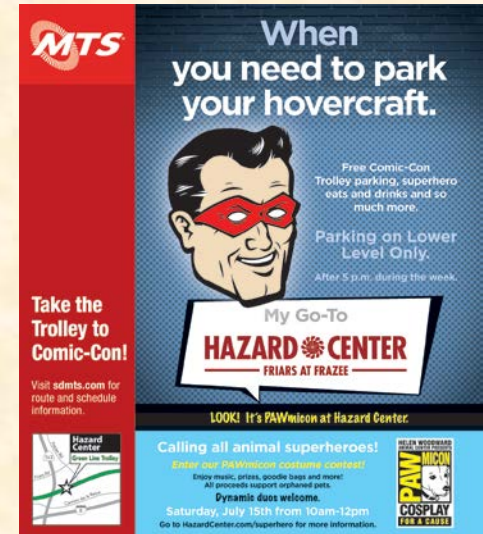
Advertising and Promotions



MTS
Metropolitan Transit System

**SAN DIEGO
COMIC CON
INTERNATIONAL**

Ride MTS to Comic-Con!



MTS

When you need to park your hovercraft.

Free Comic-Con Trolley parking, superhero eats and drinks and so much more.

Parking on Lower Level Only.
After 5 p.m. during the week.

Take the Trolley to Comic-Con!

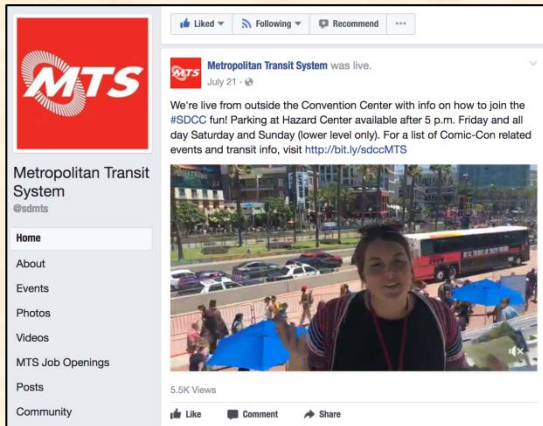
Visit sdmts.com for route and schedule information.

My Go-To
HAZARD CENTER
FRIARS AT FRAZEE

LOOK! It's PAWwicon at Hazard Center.

Calling all animal superheroes!
Enter our PAWwicon costume contest!
Entry rules, prizes, photo bags and more!
All proceeds support orphaned pets.
Dynamic duos welcome.
Saturday, July 15th from 10am-12pm
Go to HazardCenter.com/superhero for more information.

PAWwicon
COSPLAY
FOR A CAUSE



MTS
Metropolitan Transit System
@sdmts

Home
About
Events
Photos
Videos
MTS Job Openings
Posts
Community

Metropolitan Transit System was live.
July 21 · 🌐

We're live from outside the Convention Center with info on how to join the #SDCC fun! Parking at Hazard Center available after 5 p.m. Friday and all day Saturday and Sunday (lower level only). For a list of Comic-Con related events and transit info, visit <http://bit.ly/sdccMTS>

5.5K Views

Like Comment Share



San Diego MTS Retweeted
Matthew Bowler @BowlersDesk · Jul 18

#SanDiego @sdmts issuing commemorative @Comic_Con transit passes. 2,3,4 or 5 days. Ride the trolley and collect them all! @KPBSnews

3 11 34



San Diego MTS @sdmts · Jul 22

Even superheroes need a ticket to ride! Batman's upgrading from the batmobile today 🦇 #SDCC #SDCC2017

cash Only

Diego Trolley MTS

3 13



Station Activations



Trolley Wraps



Challenges: Our Environment

2017-Jul-22 12:02:59.175 PM



Gaslamp



Challenges: Ridership Levels



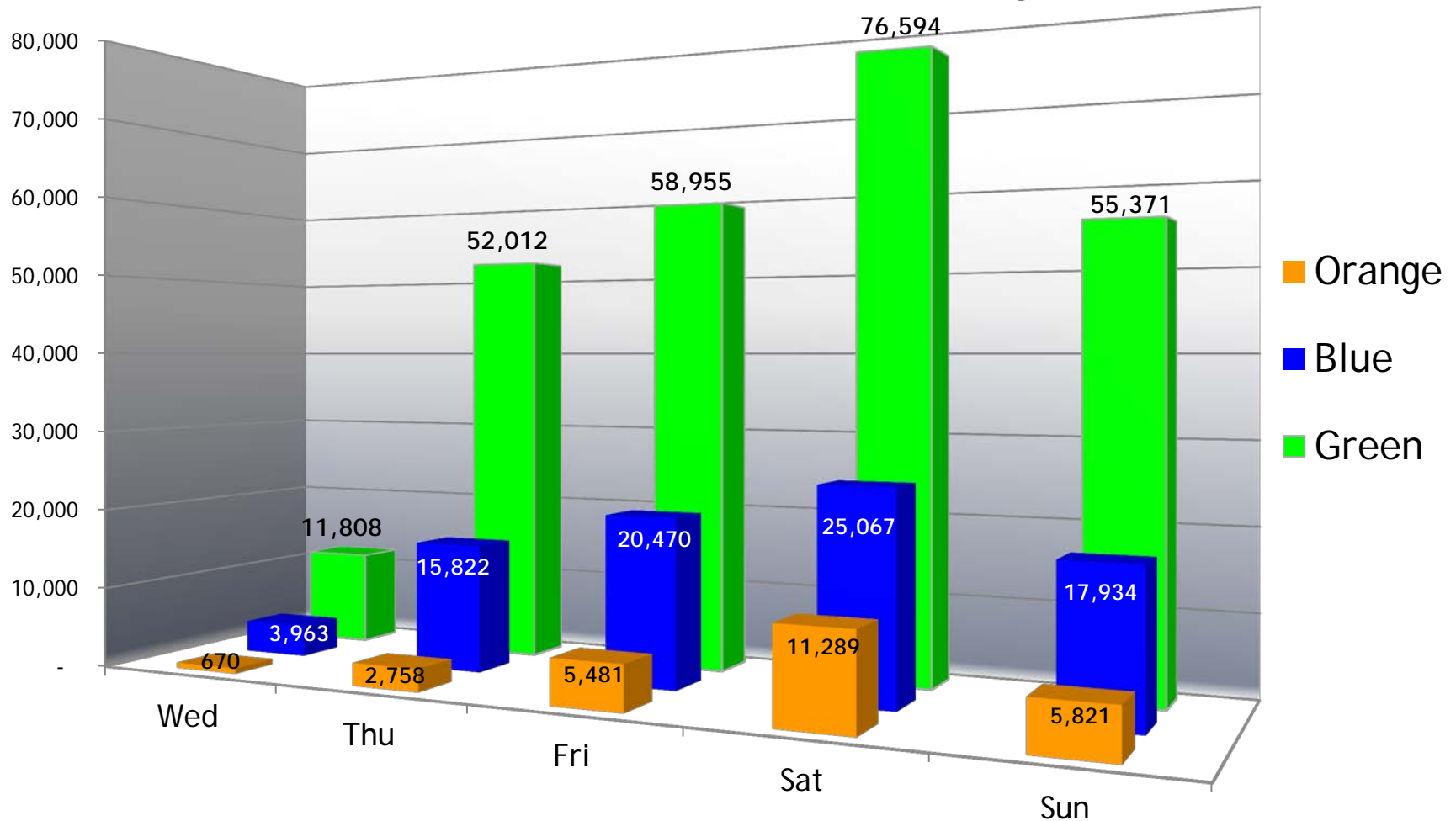
Automated Passenger Counter Data

2017 Comic Con Ridership

	BLUE	ORANGE	GREEN	TOTAL
Wednesday	3,963	670	11,808	16,441
Thursday	15,822	2,758	52,012	70,592
Friday	20,470	5,481	58,955	84,906
Saturday	25,067	11,289	76,594	112,950
Sunday	17,934	5,821	55,371	79,126
TOTAL	83,256	26,019	254,740	364,015

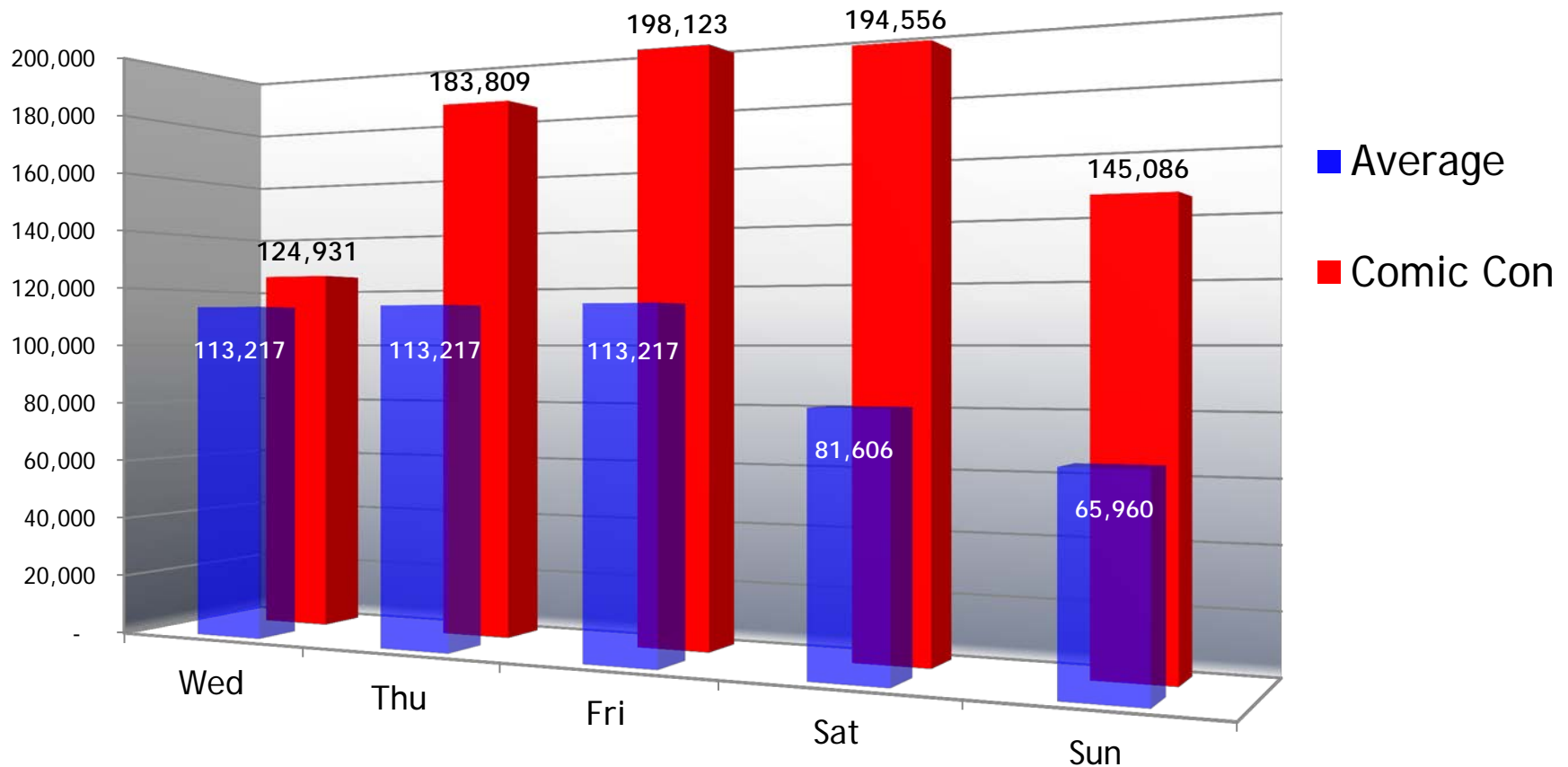


Comic Con Ridership by Line

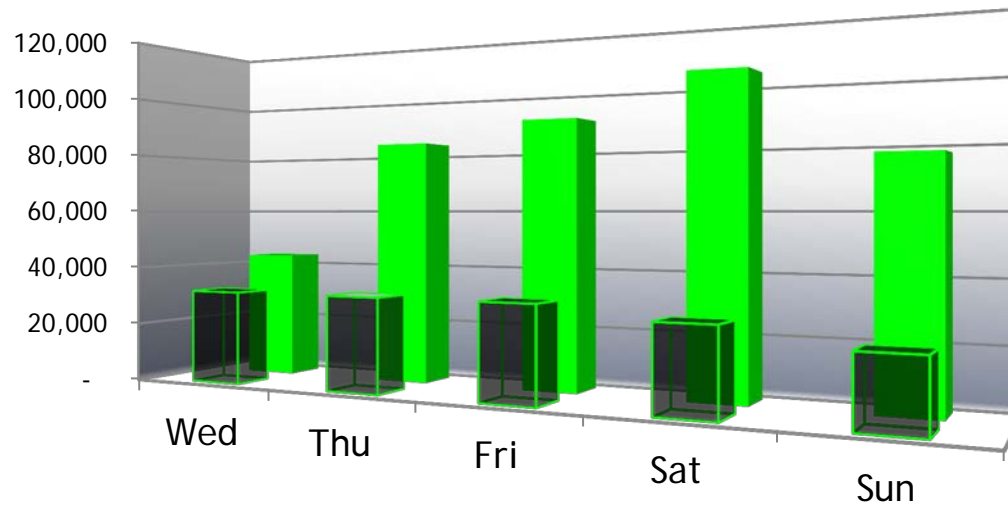
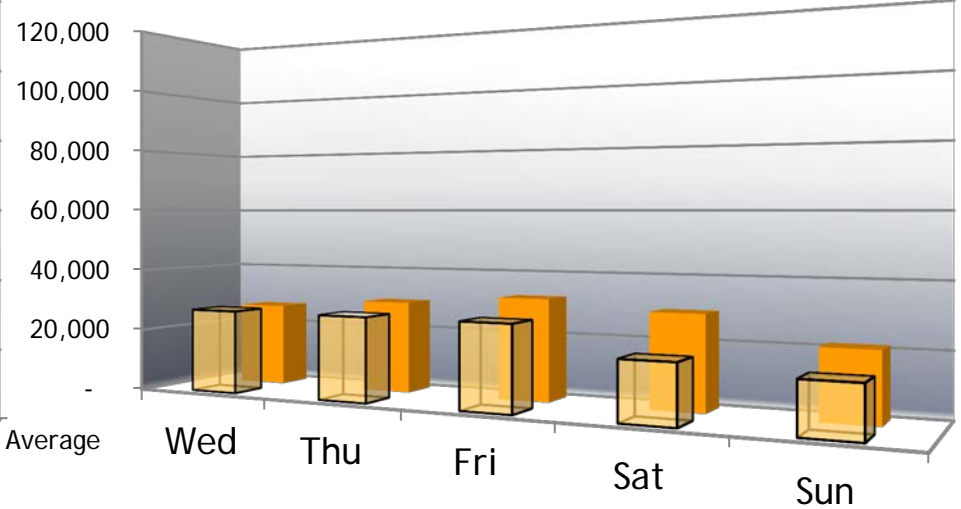
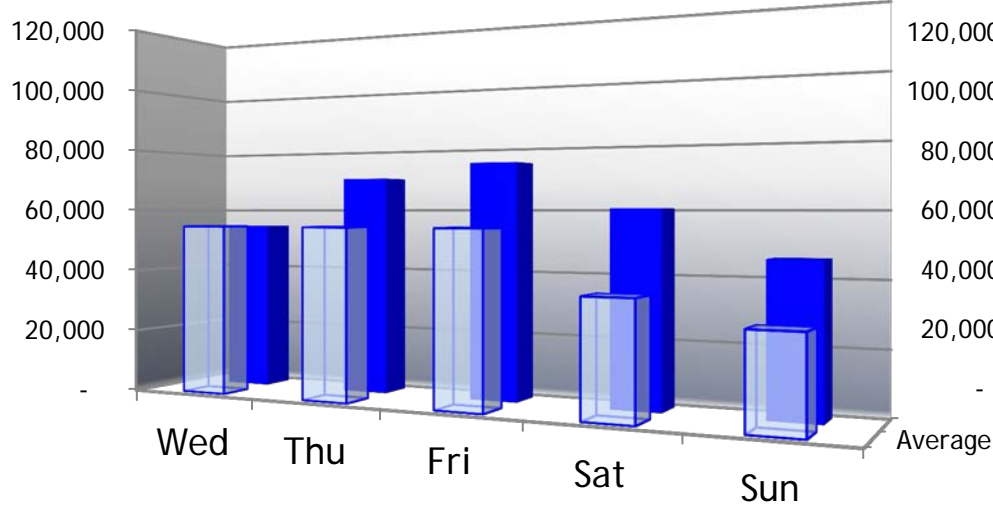


Automated Passenger Counter Data

Comic Con System Ridership vs. Daily Average

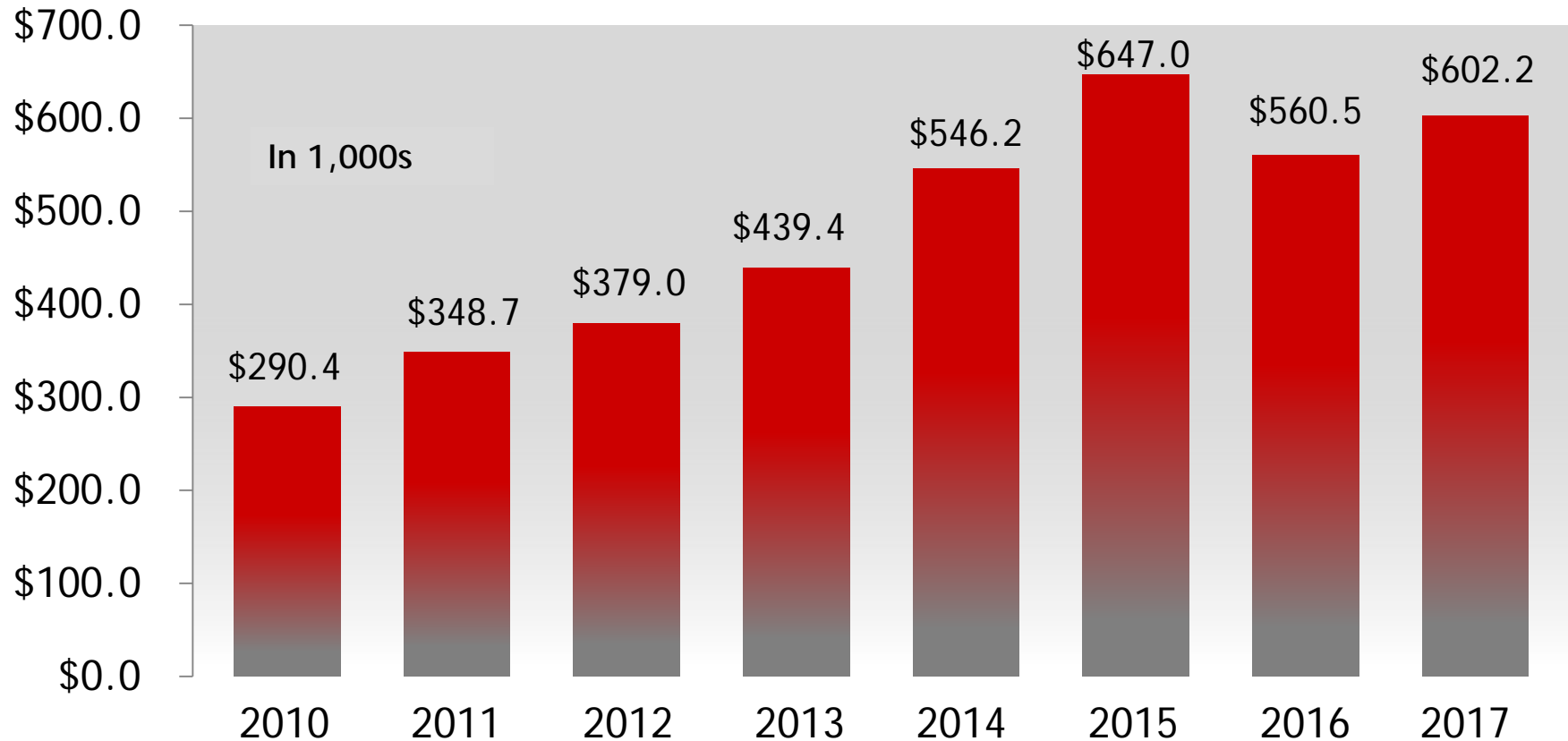


Ridership by Line vs. Daily Averages

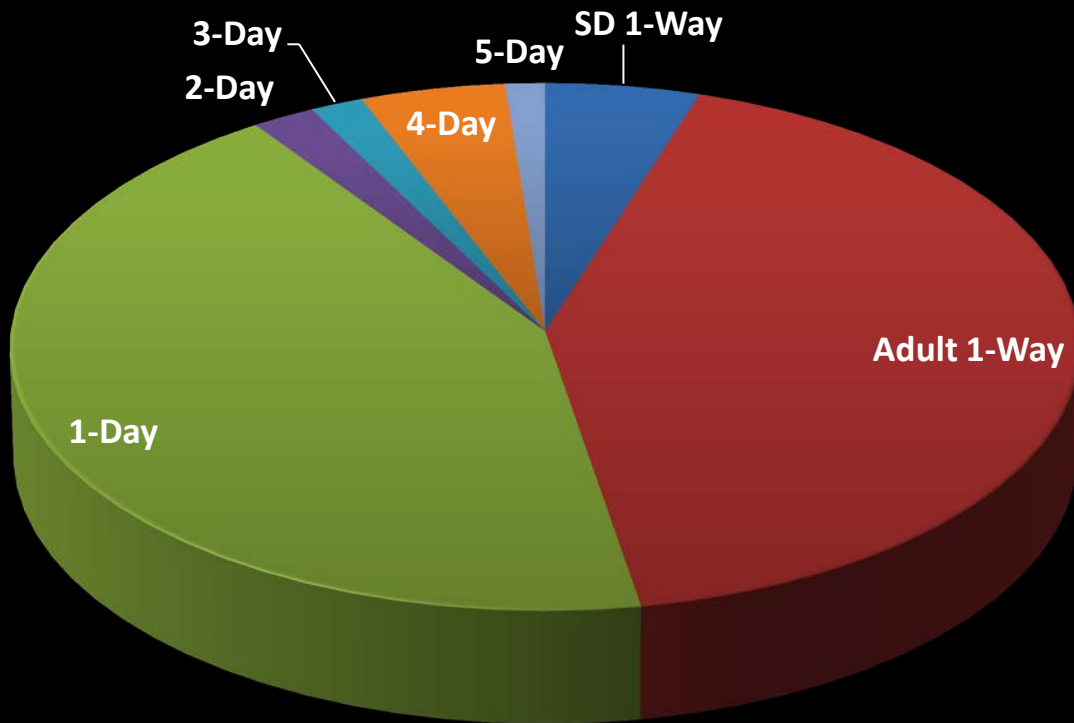


Fare Revenue up 7% over 2016

Up 107% since 2010



Pass Sales by Denomination



SD 1-Way	5,421
Adult 1-Way	46,504
1-Day	47,309
2-Day	2,218
3-Day	1,861
4-Day	5,098
5-Day	1,390

MTS Compass Cloud

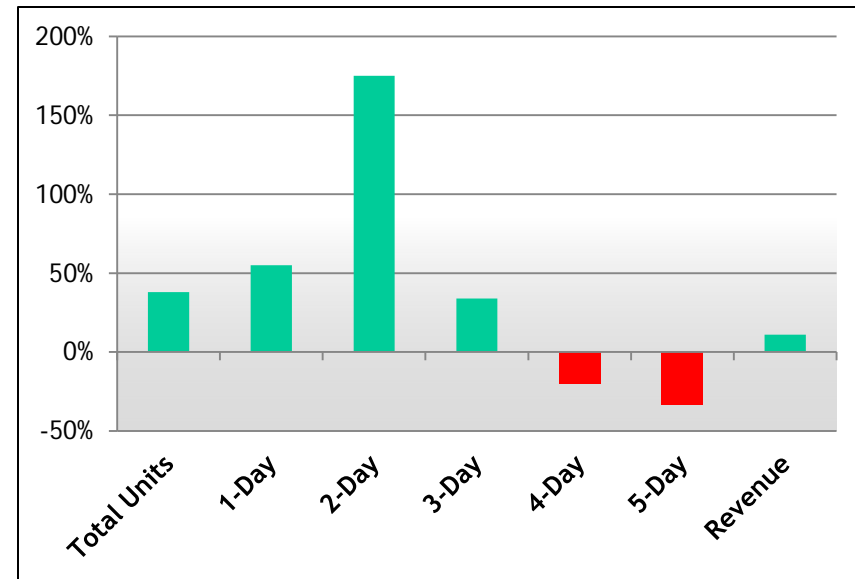
EASY FARES

Now
Available!



- Compass Cloud Mobile App replaced the ticket

- 10,286 units purchased +38%
 - 7,771 1-Day +55%
 - 659 2-Day +175%
 - 426 3-Day +34%
 - 768 4-Day (20%)
 - 630 5-Day (33%)
 - 32 Region Plus Not available in 2016
- Revenue = \$75,596 +11%



Event Operating Costs

Personnel Hours	\$ 136,801
Contract Security	\$ 50,207
<hr/>	
Personnel Total	\$ 187,008
Car Miles (44,336)	\$ 182,664
<hr/>	

Event Operating Costs \$ 369,672







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Agenda Item No. 46

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

2017 CUSTOMER SATISFACTION REPORT (ROB SCHUPP AND JUDITH MCCOURT
WITH REDHILL PRINCIPAL)

INFORMATIONAL ITEM

Budget Impact

None.

DISCUSSION:

MTS has been conducting Customer Satisfaction surveys every other year on board Bus and Trolley routes since 2011. The purpose of the surveys is to identify customer satisfaction in every facet of operations, including overall satisfaction, transit information tools, customer service, service improvement projects, fare pricing, reliability and more. Surveys are conducted on routes that are representative on the entire MTS service territory. The results are broken down into four geographic zones and by several demographics, including gender, age, income and ethnicity. Results are used to identify areas of passenger concern and to improve services when possible.

The surveys in 2015 and 2017 were conducted by the Redhill group, an Irvine-based firm with wide experience with transportation agencies, including LA Metro, Metrolink, OCTA and many others.



Redhill Principal Judith McCourt will provide an overview of the 2017 survey results.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Overview Presentation

October 19, 2017

v7.2



MTS Customer Satisfaction Surveys

Final Report



Bi-annual Trolley & Bus Rider Satisfaction Survey

Study purpose to:

- Measure rider satisfaction with bus and trolley
- Measure rider satisfaction by geographic area
- Gauge customer satisfaction with improvements and projects implemented
- Understand information tools riders use for wayfinding

In March an onboard survey was conducted:

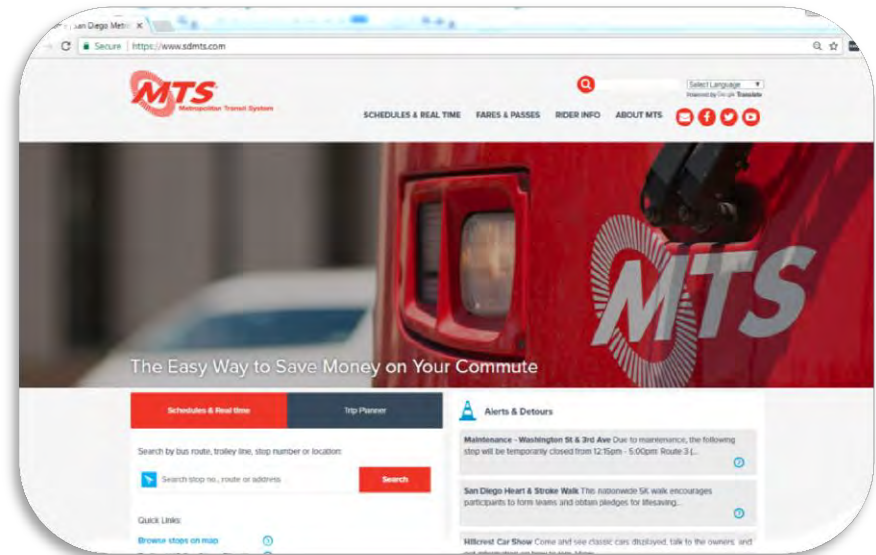
- English and Spanish Language
- Excellent participation: up 14.5% from 2015
- Personal Assistance to Complete
- Mail-back Option

Mode	Sample Size n=	Margin of Error +/-
System-wide	3,380	1.7%
Bus	2,210	2.1%
Trolley	1,170	2.9%



Operating and Environmental Changes

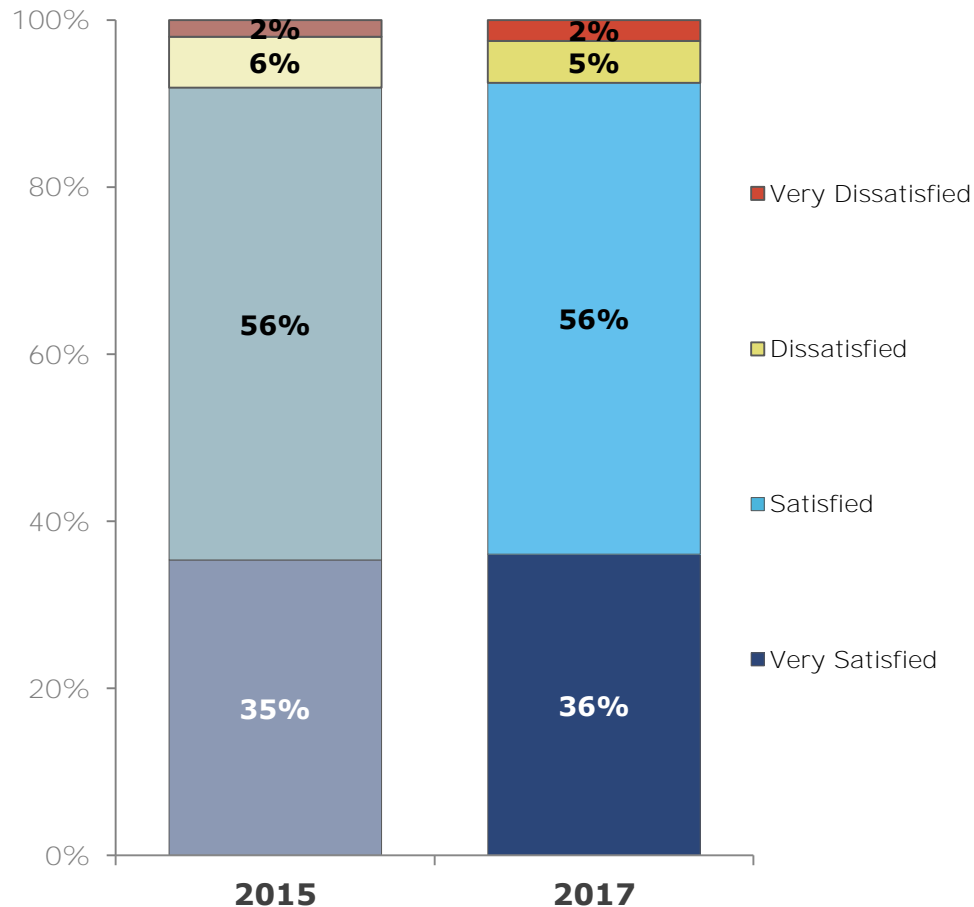
- Completion of Projects in South Bay
- Opening of New Transit Store Location
- New MTS Website
- Nationwide Ridership Dip
- Economic Recovery
- Gasoline Costs and Improved Vehicle Mileage
- Aging Population
- Increase in Smartphone Ownership
- Uber/Lyft



Topline Customer Satisfaction Results



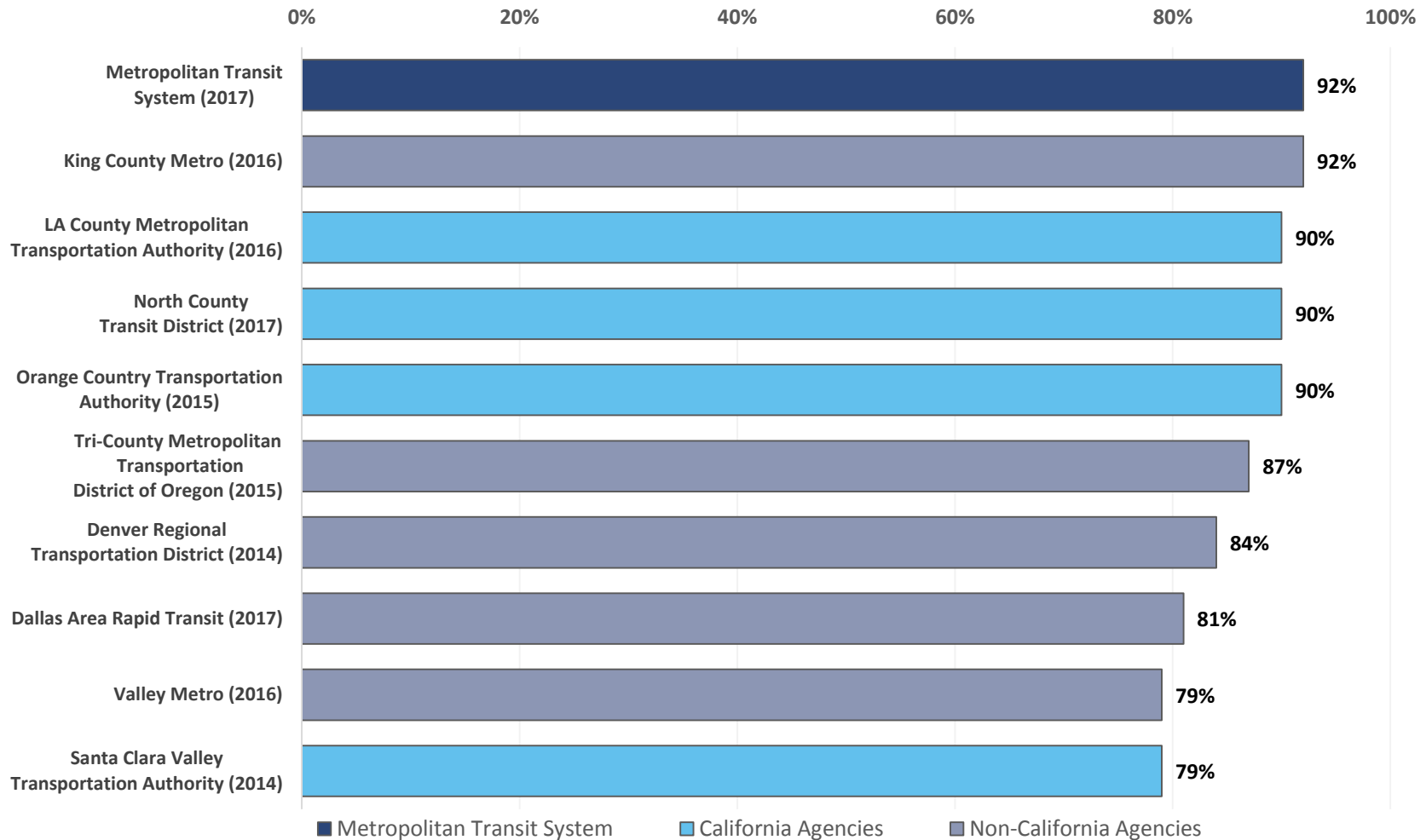
Overall Rider Satisfaction



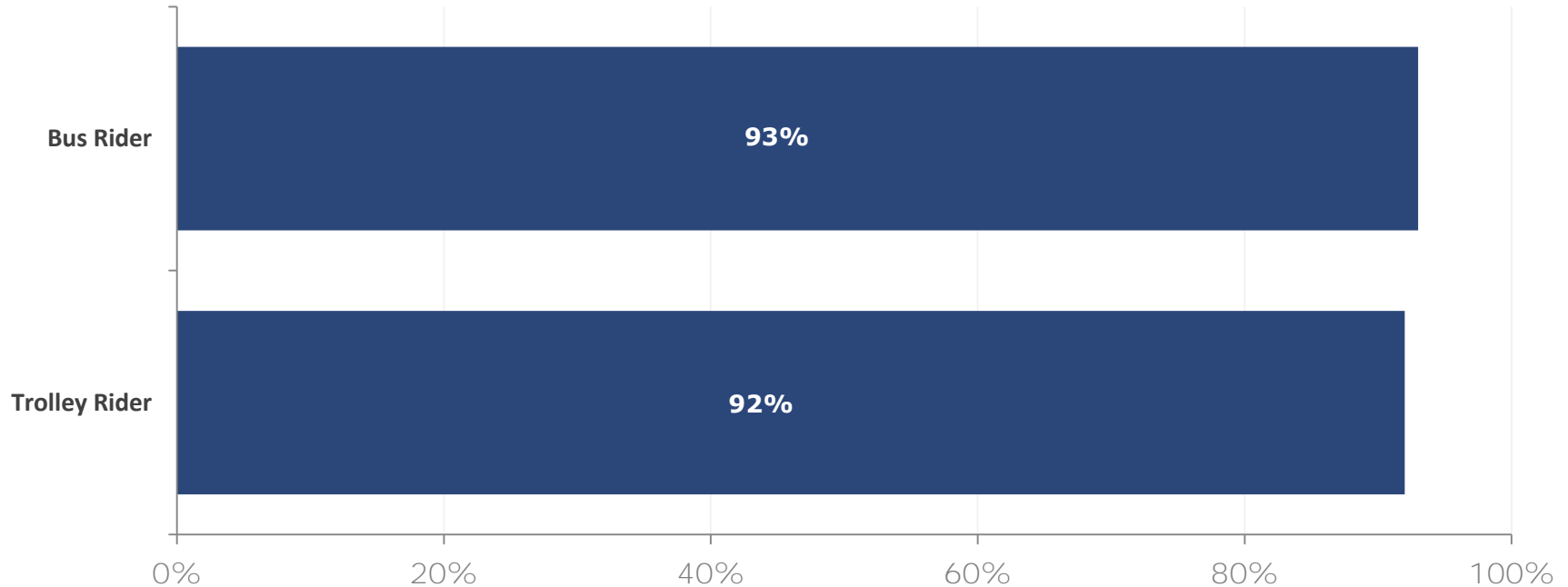
92%
Satisfied

Peer Transit Agency Comparison: Customer Satisfaction Ratings

Att. A, AI 46, 10/19/17



Overall Satisfaction by Rider Mode



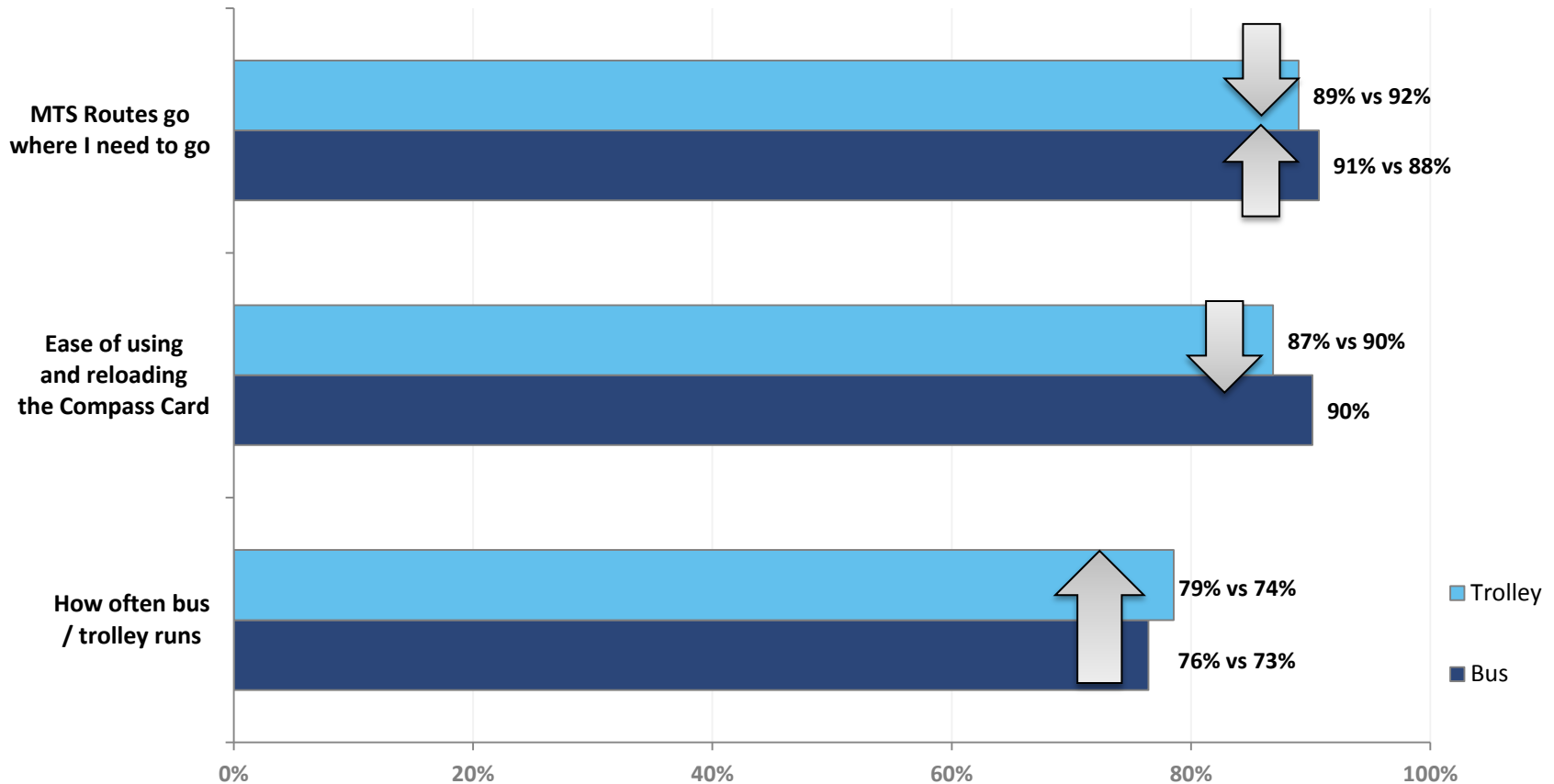
Unchanged from 2015

Topline Results: Satisfaction - Attributes

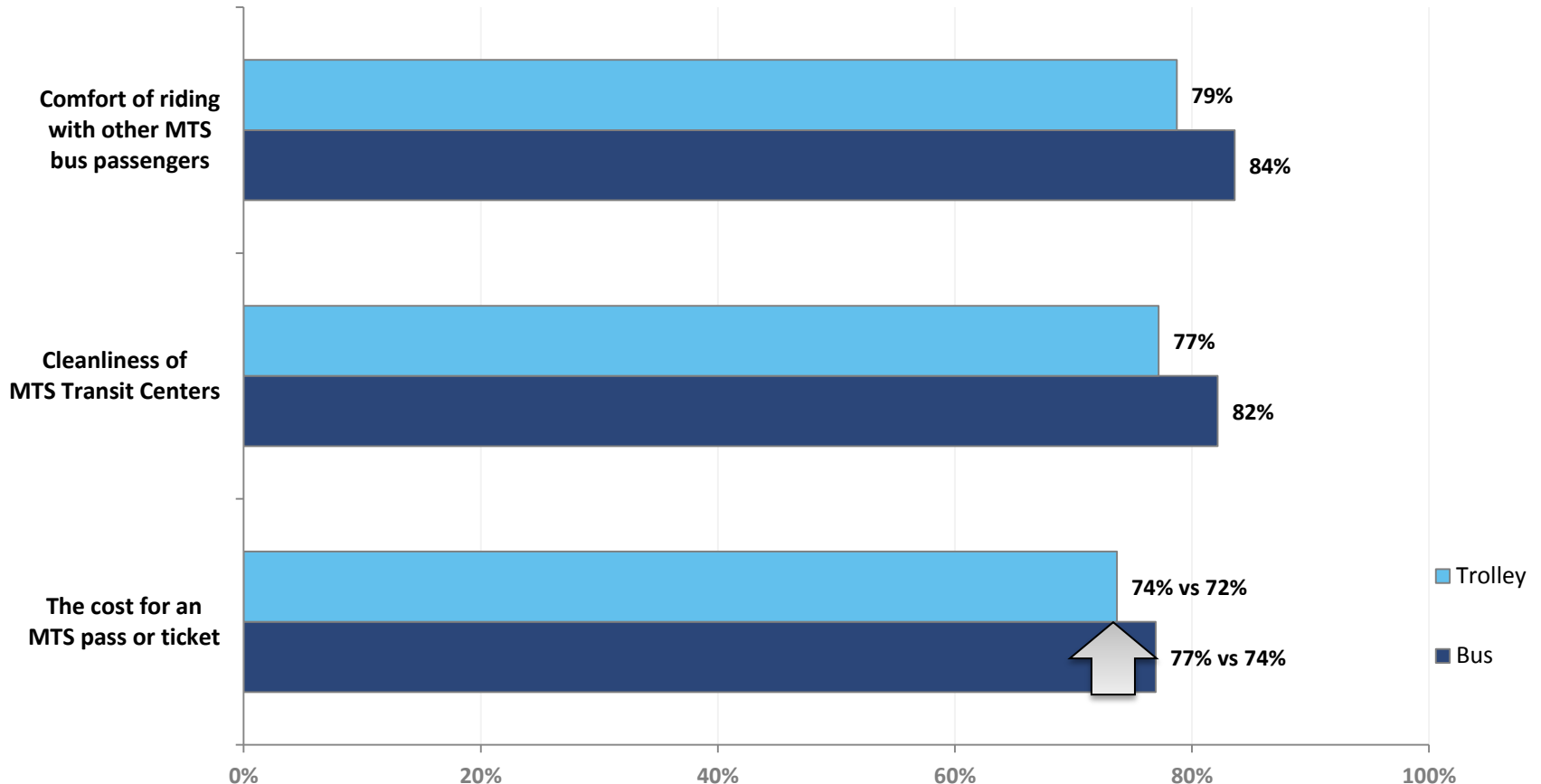
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- Top rated categories unchanged from 2015
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 - Service Frequency
 - Fares



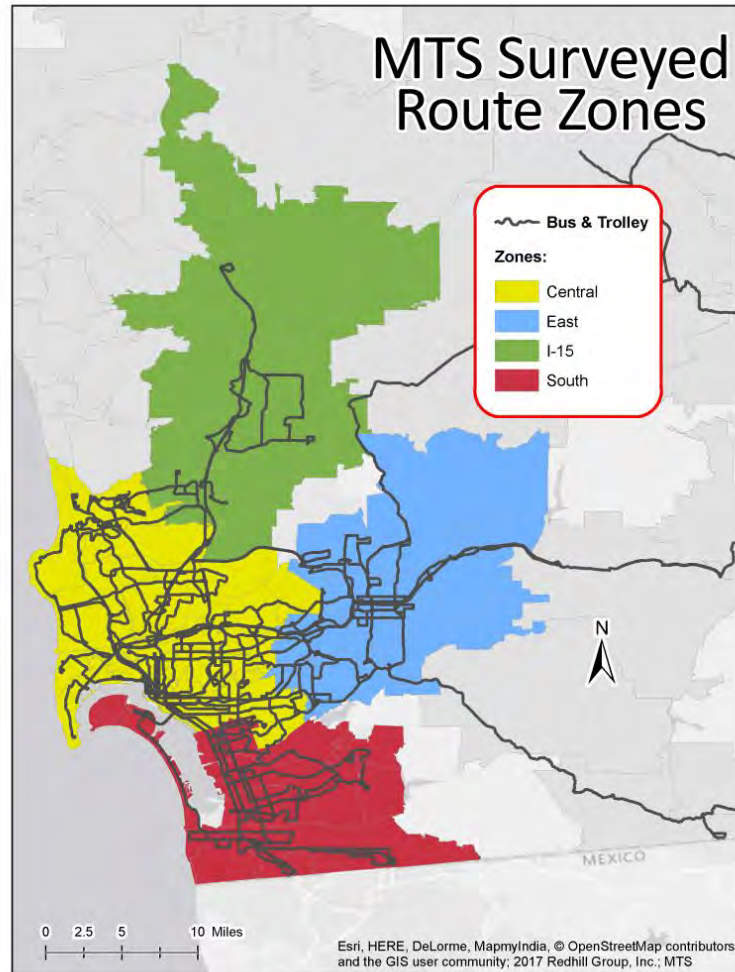
Attributes Trolley & Bus Riders



Attributes Trolley & Bus Riders



Overall Satisfaction – by Zone

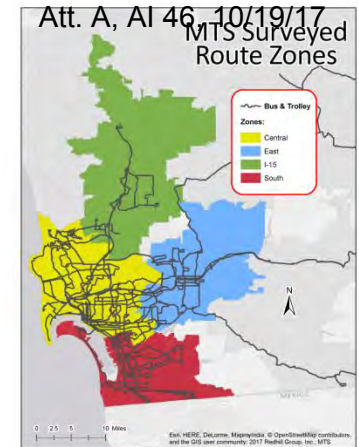
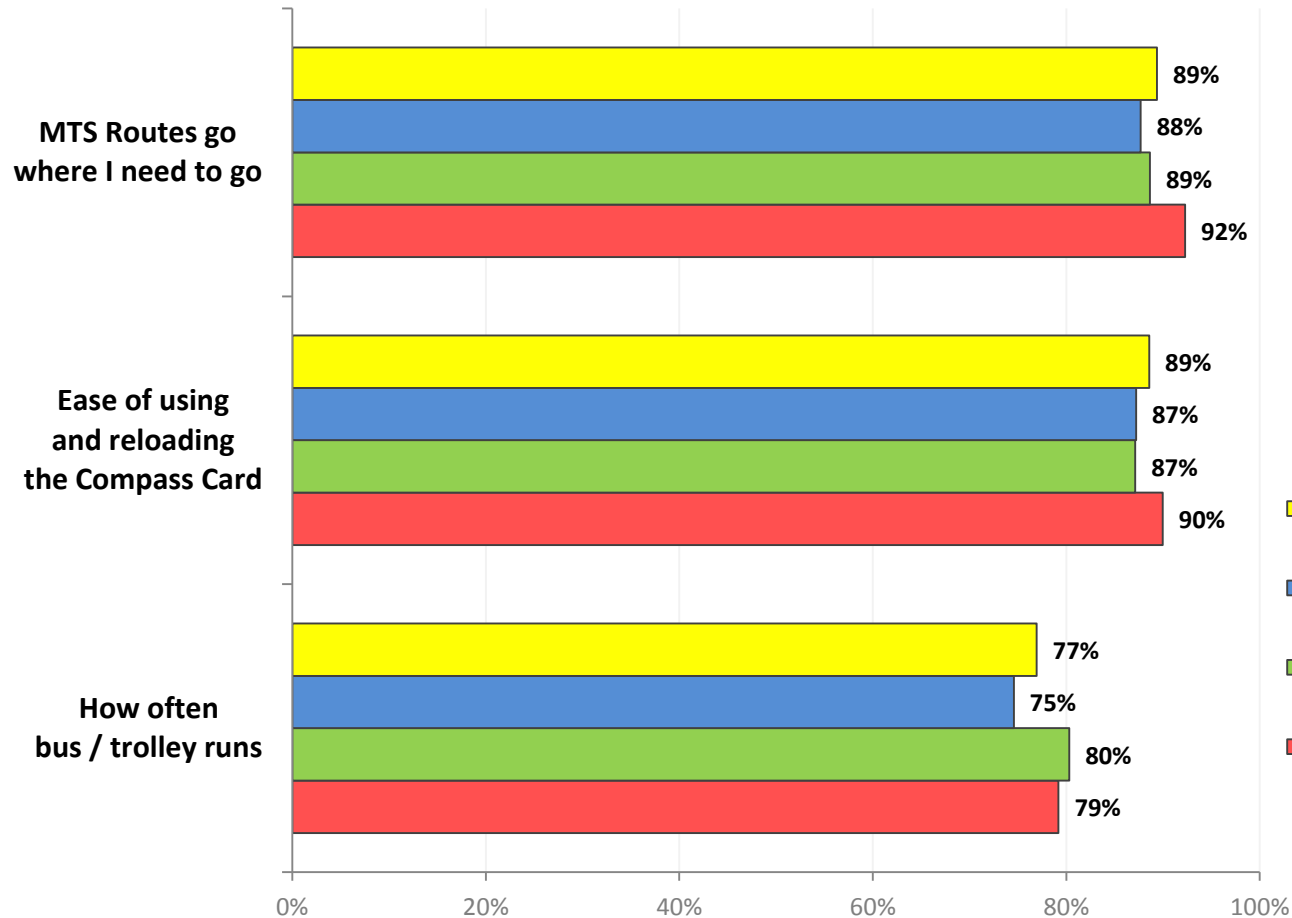


MTS Overall Transit Service	
Zone Interviewed In	'17
Central Urban	93%
East County	90%
I-15 Corridor	94%
South Bay	93%

Unchanged from 2015



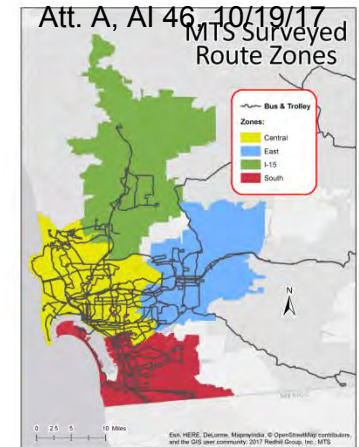
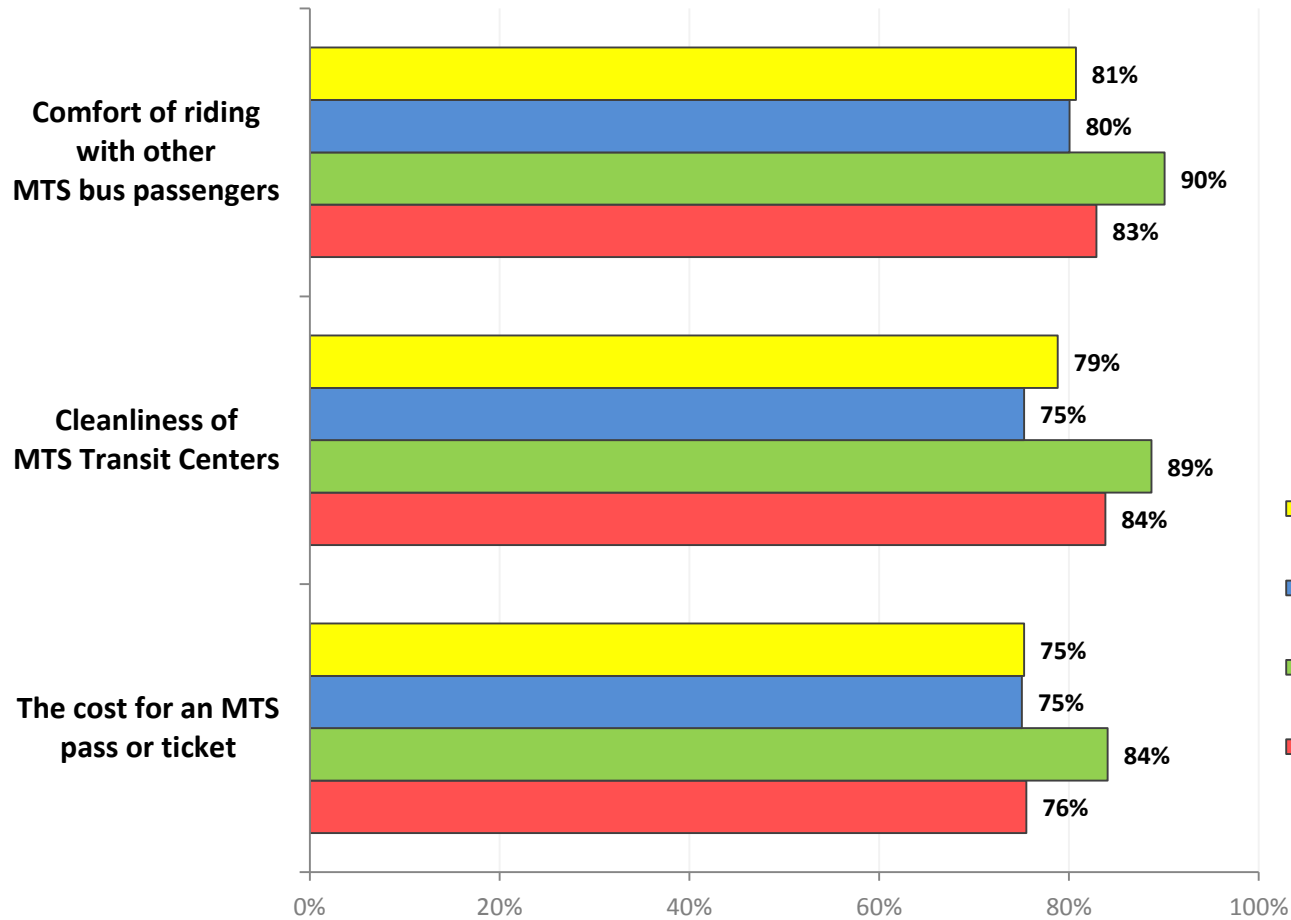
Satisfaction by Zone



- Central Urban
- East County
- I-15 Corridor
- South Bay



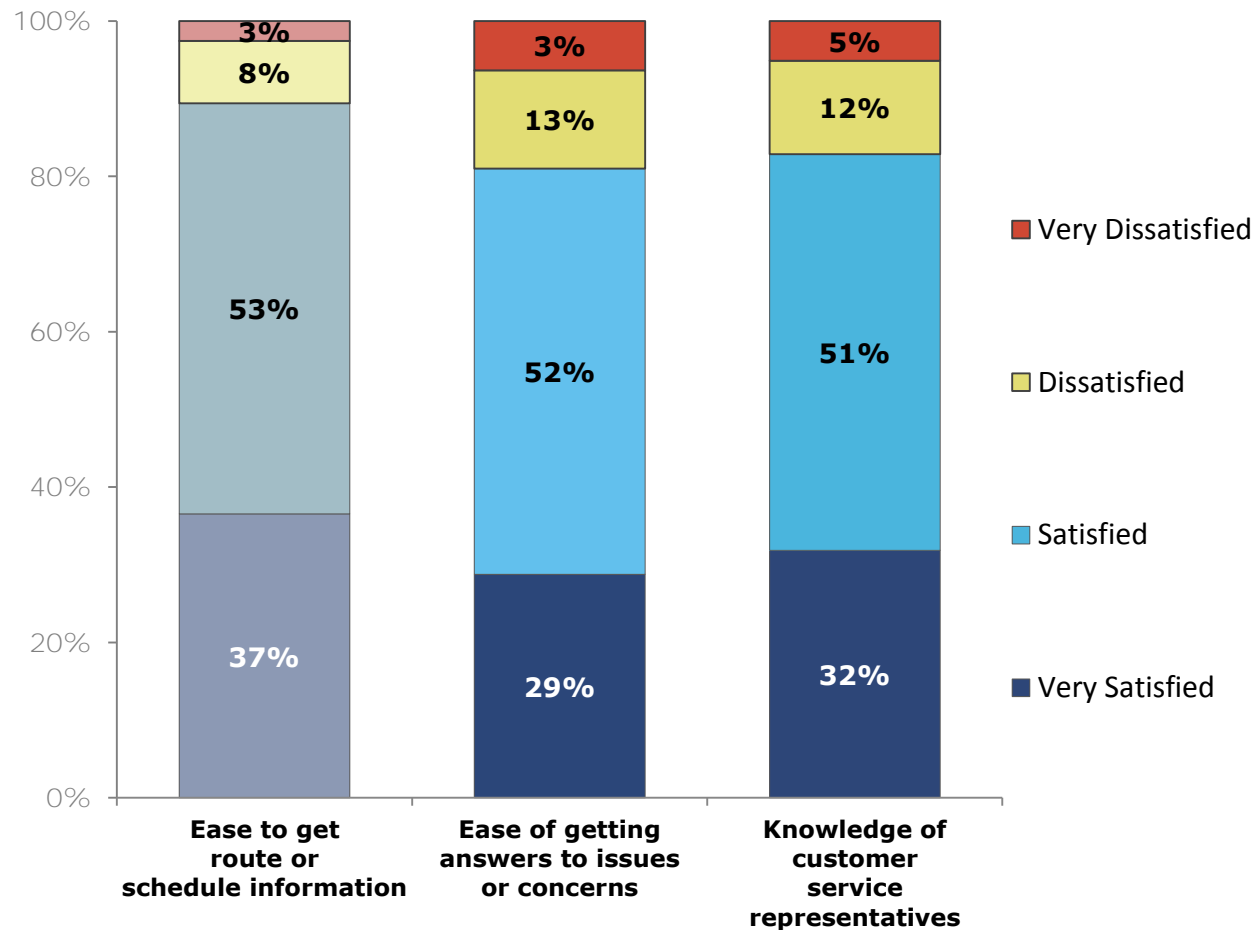
Satisfaction by Zone



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- South Bay



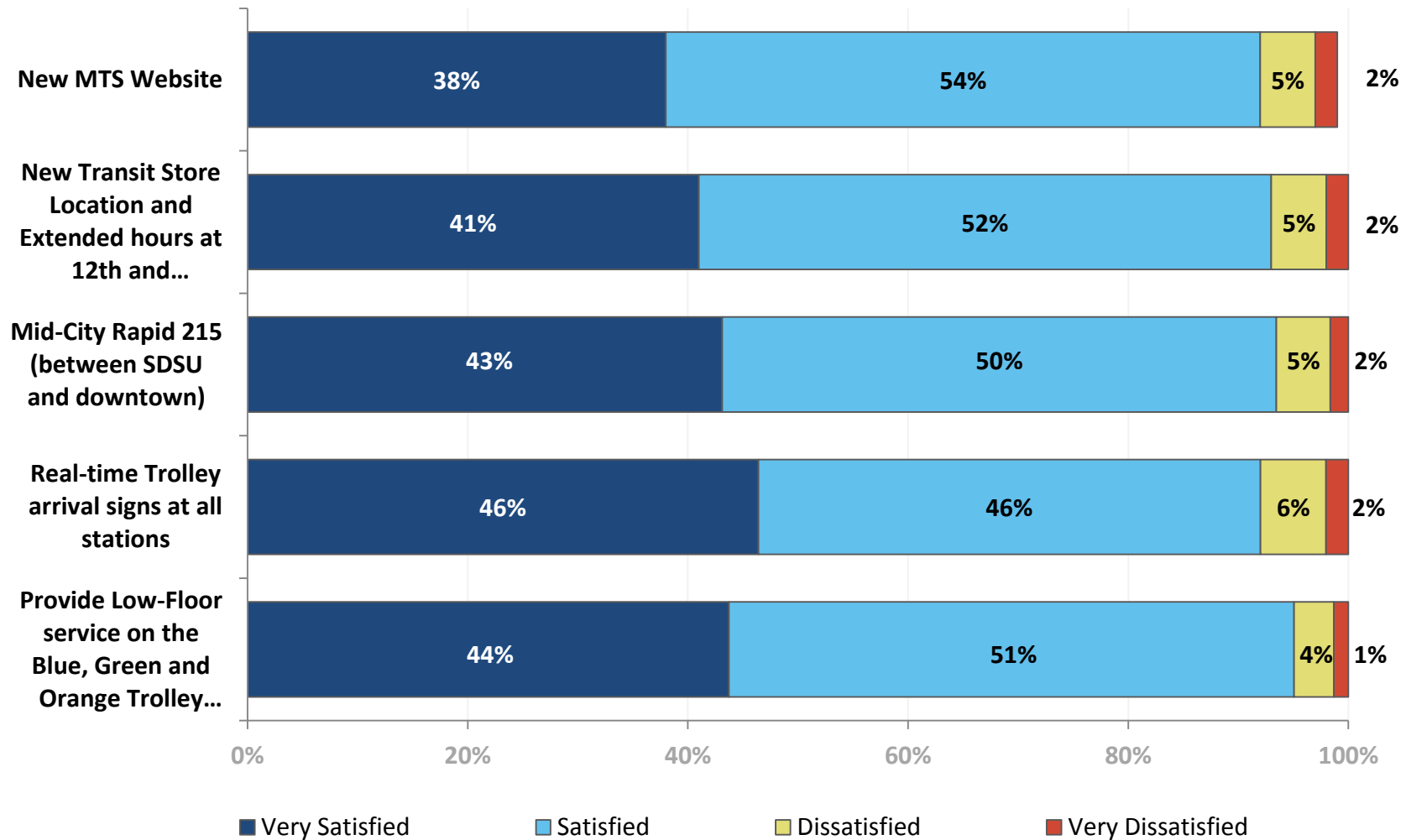
Satisfaction – Customer Information



Unchanged from 2015



High Satisfaction with Improvements



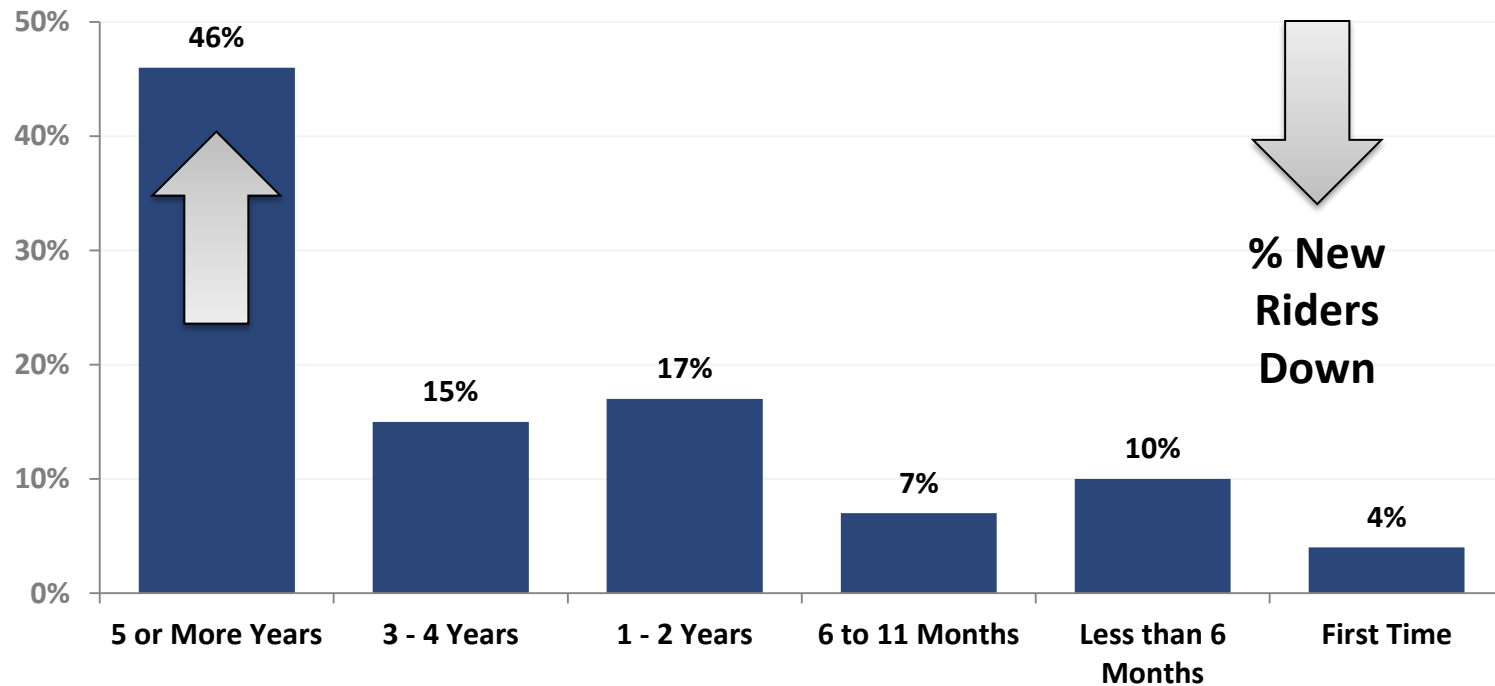
2017 Rider Profile

- Use both bus (88%) and trolley (92%)
- Use MTS at least 3 times a week (72%)
- Use MTS the same or more than last year
- Transit Dependent
- Annual Income Less than \$50K (81%)
- More likely to be Hispanic (47%)
- Are likely to speak a language other than English and also speak English “well” or “very well”



Rider Profile: Length of Use

- Almost half of riders have used MTS for at least 5 years
- Twenty-one percent are new to the system in the past year down from 25% in 2015

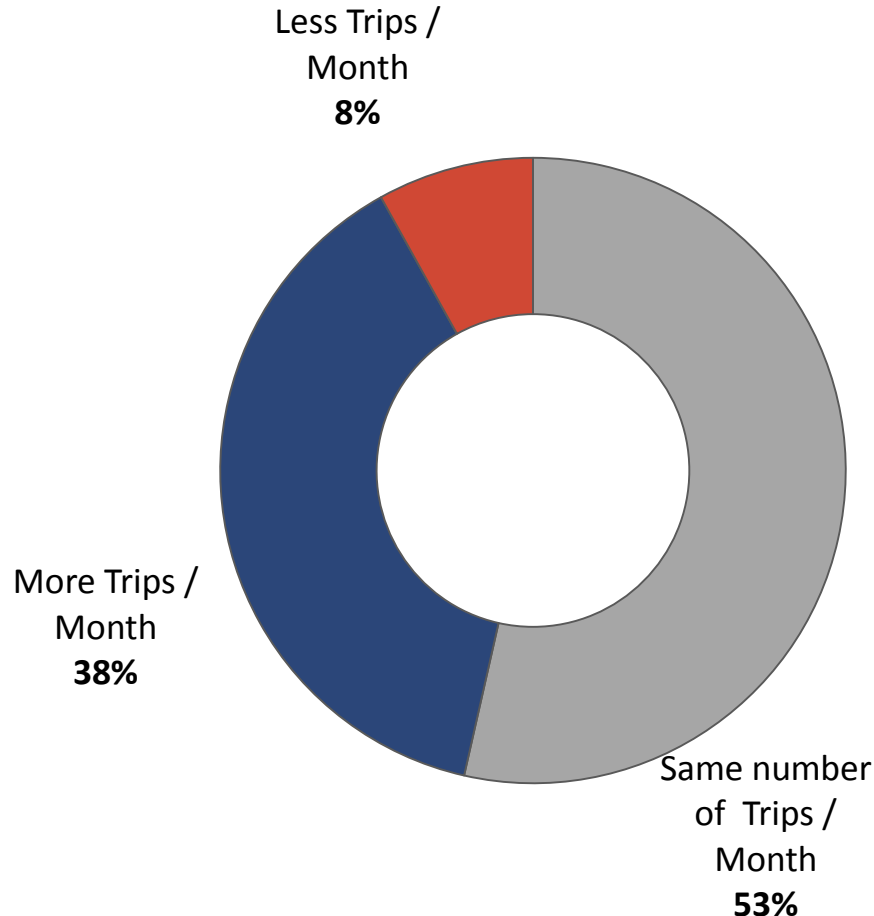


Rider Profile: Frequency

Rider Type	'15	'17
Regular Rider (3+ days/week)	75%	72%
Less than 3 days per week	-	7%
Occasional Rider (1-10 times/month)	18%	13%
Infrequent Rider (Less than once a month)	4%	4%
First Time or Visitor	3%	4%

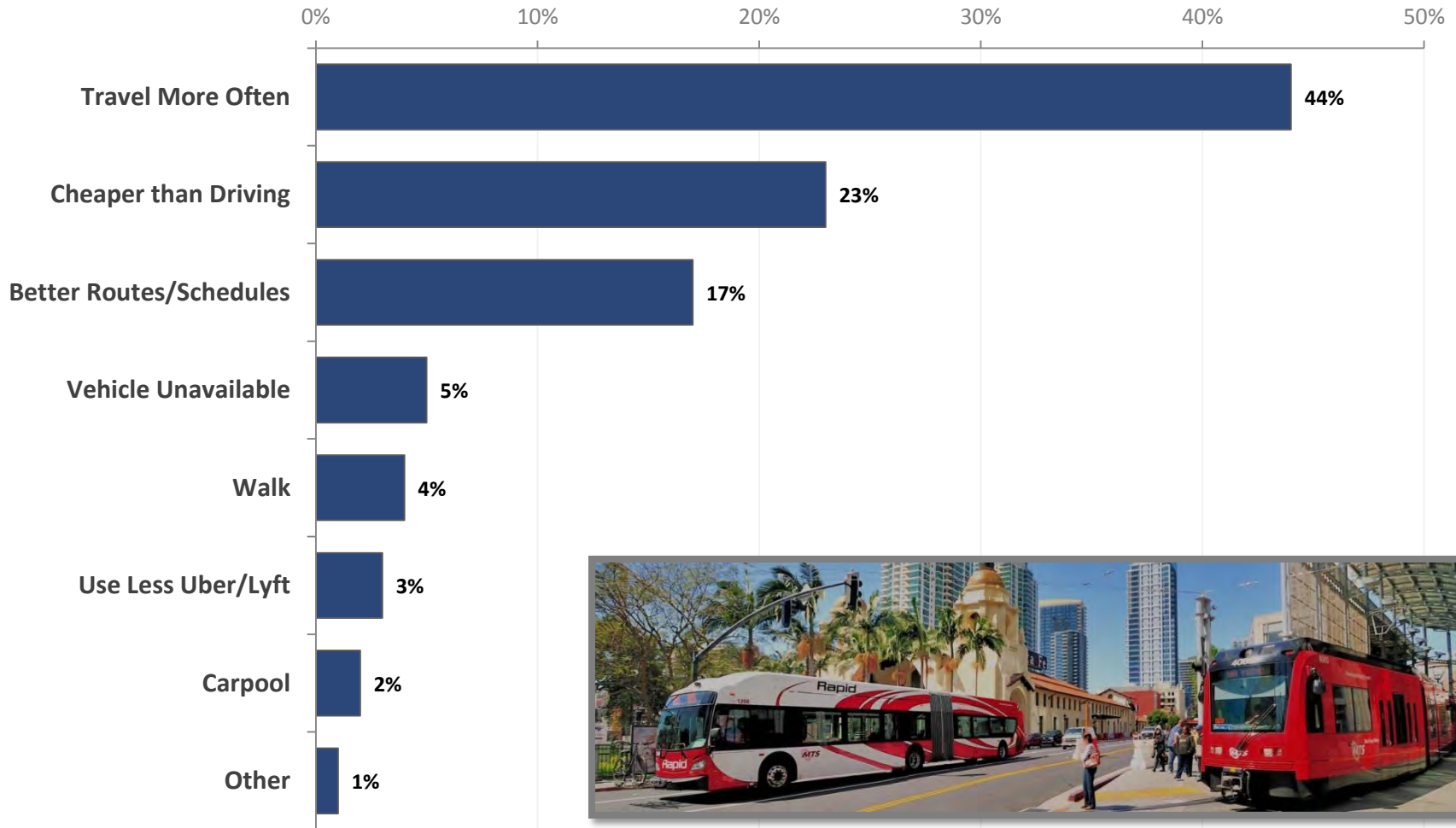


Rider Profile: Use Compared to a Year Ago

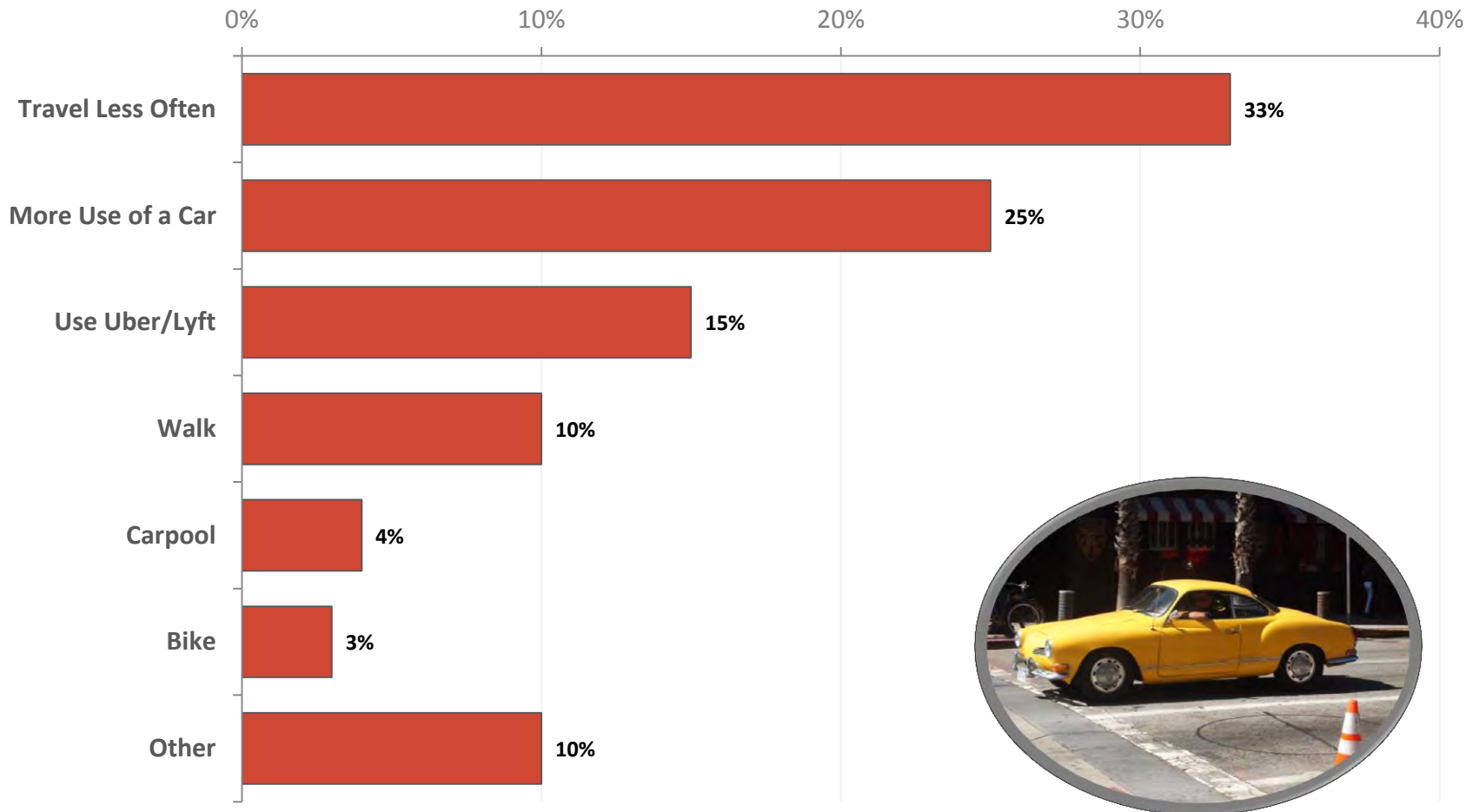


- Most riders are making the same or more trips
- Suggests that ridership decline is from riders who are no longer using MTS

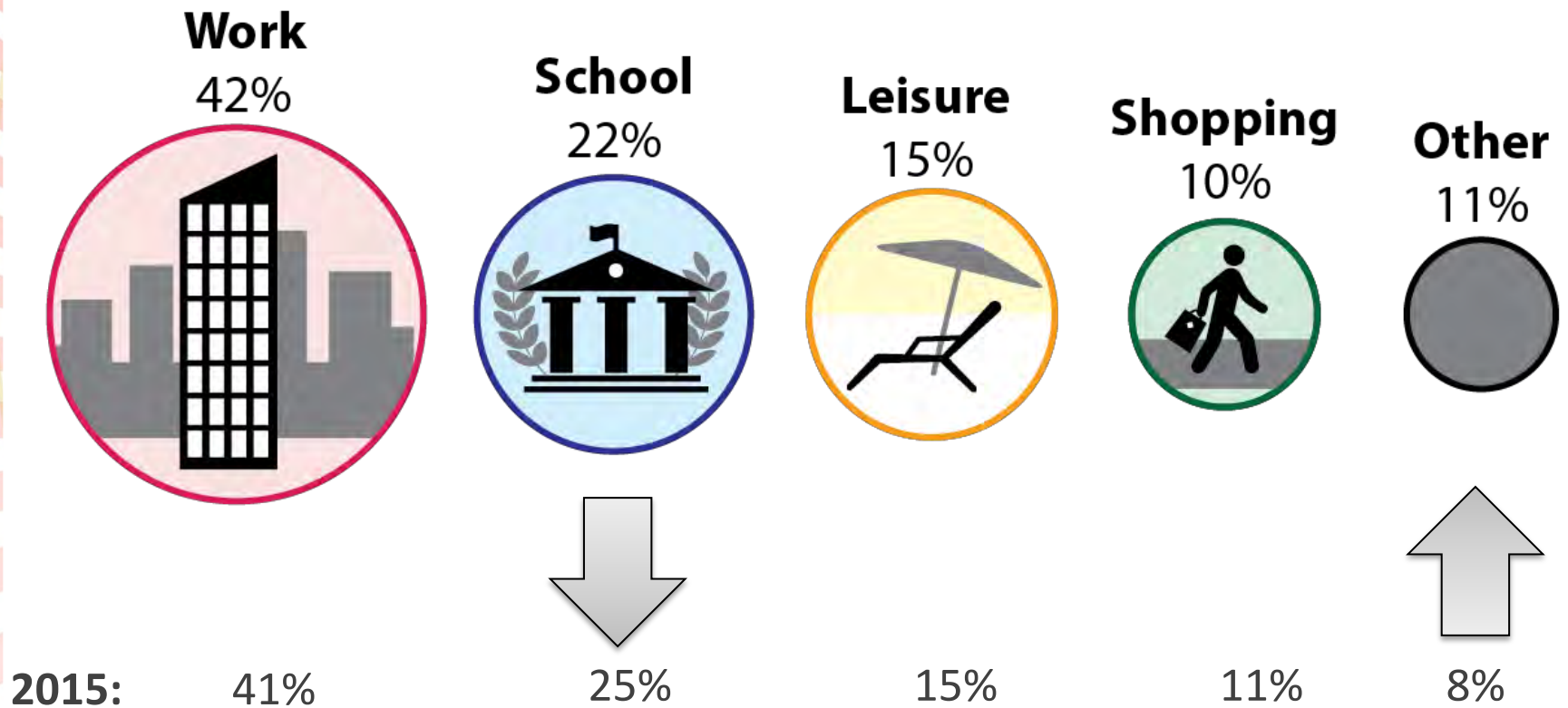
Reasons for Riding More



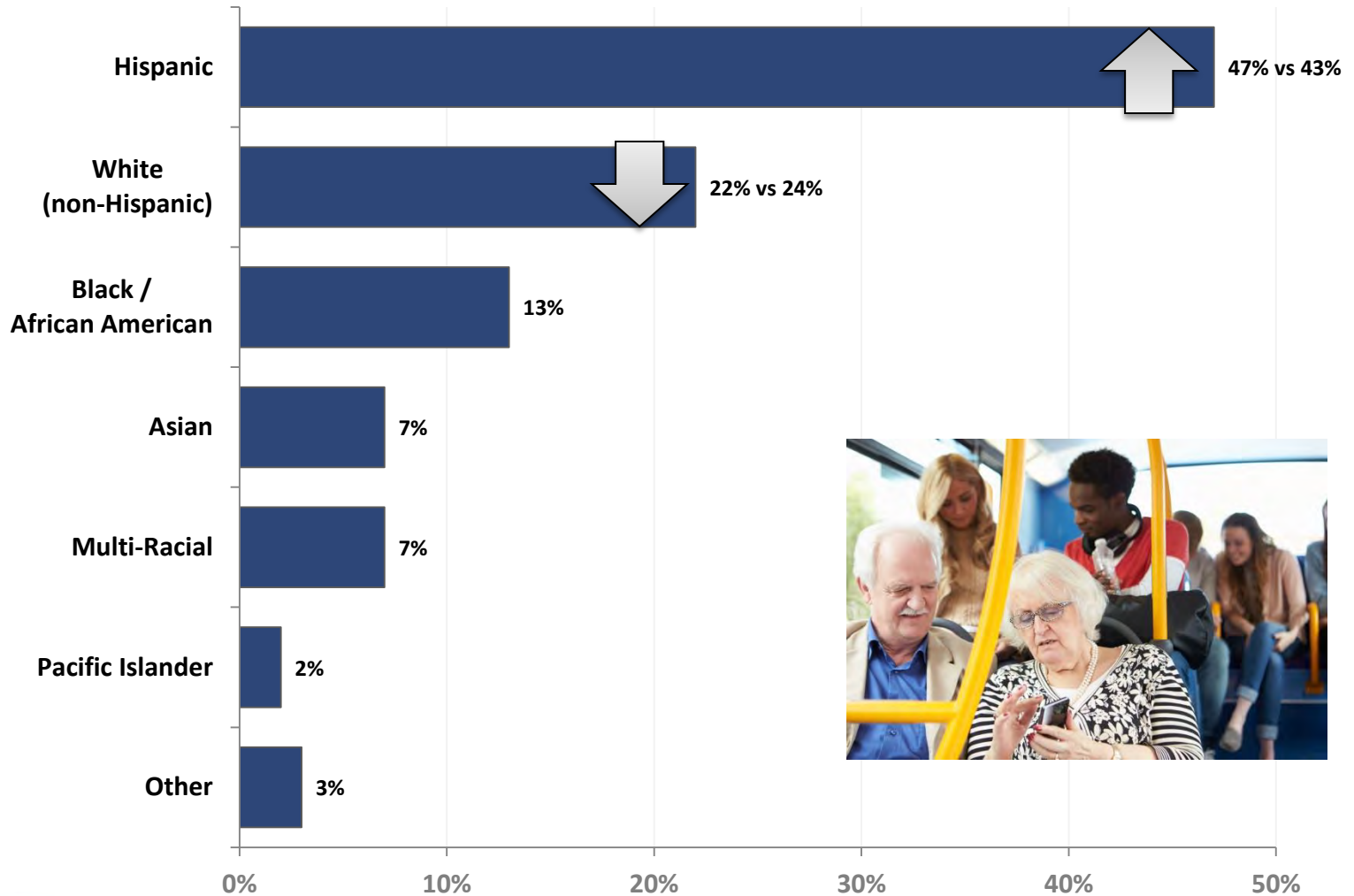
Reasons for Riding Less



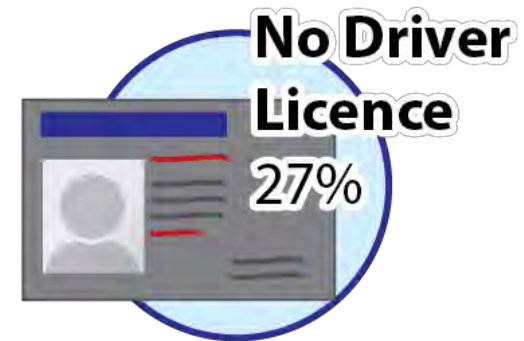
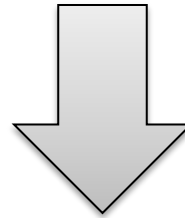
Rider Profile: Trip Purpose



Demographics: Ethnicity



Reasons for Taking Transit



2015: 69%

34%

31%

Reasons for Taking Transit by Income

The Income Effect

< \$15,000	\$15,000 - \$49,999	\$50,000 +
No Car to Use	No Car to Use	Price of Fuel
75%	61%	40%
No Driver's License	Save Money	No Car to Use
29%	32%	39%
Save Money	No Driver's License	Save Money
27%	27%	37%

Core Rider - to - Choice Rider



Reasons for Taking Transit by Age

13 - 18	19 - 24	25 - 34	35 - 49	50 - 59	60 or Older
No Car to Use	No Car to Use	No Car to Use	No Car to Use	No Car to Use	No Car to Use
71%	74%	62%	60%	55%	52%
No Driver's License	Save Money	Save Money	Save Money	Save Money	Save Money
55%	36%	31%	27%	25%	35%
Save Money/ No Car to Use	No Driver's License	No Driver's License	Avoid Traffic	Avoid Traffic	Avoid Traffic/ Better for Environment
21%	33%	26%	24%	25%	21%

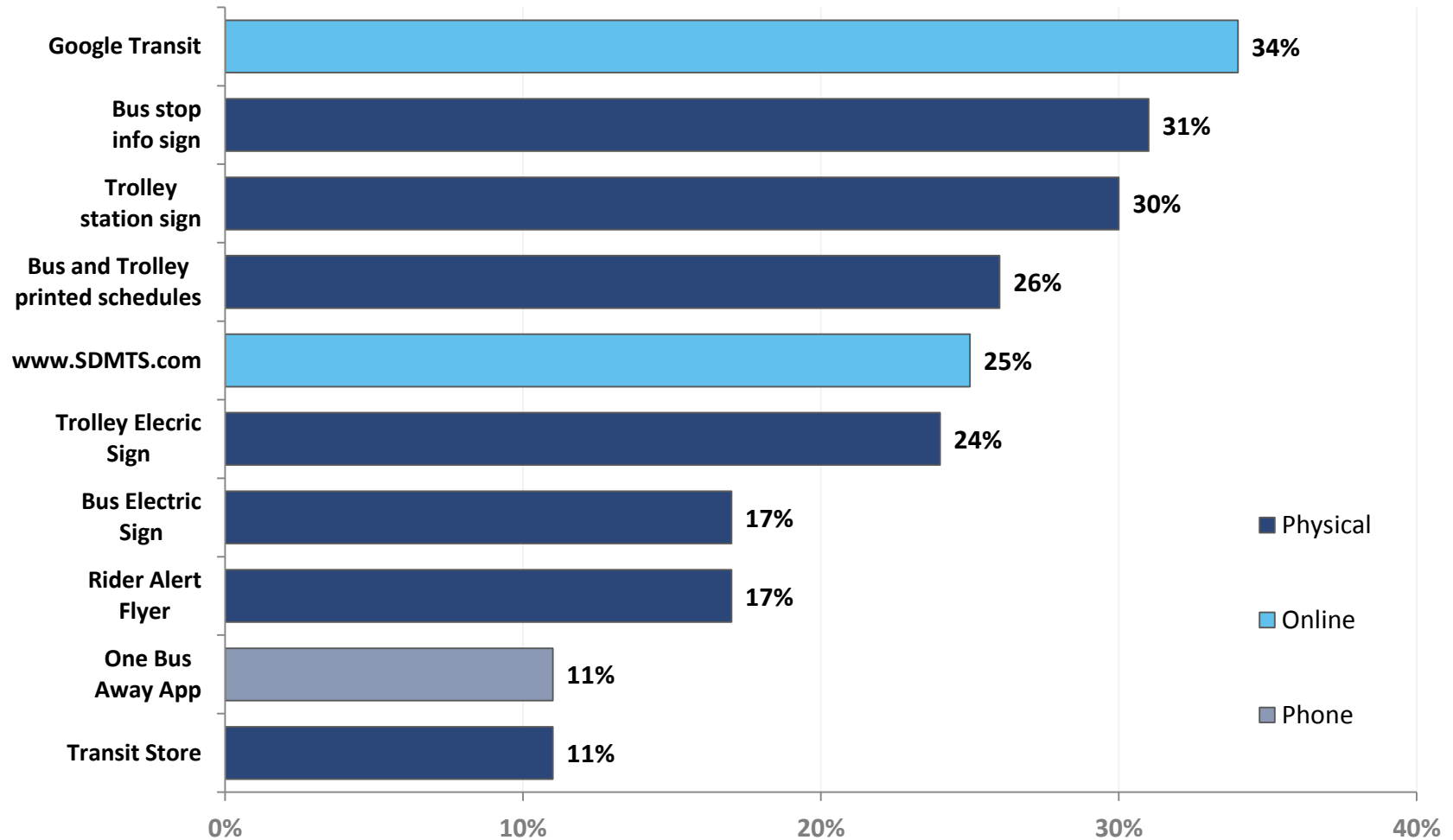
Core Rider - to - Choice Rider



Sources of Information



Top Sources of Information





Thank You!

redhillgroup
THE POWER OF INSIGHT

October 19, 2017

v7.2



San Diego
Metropolitan Transit
System



MTS Customer Satisfaction Surveys

Final Report

Bi-annual Trolley & Bus Rider Satisfaction Survey

Study purpose to:

- Measure rider satisfaction with bus and trolley
- Measure rider satisfaction by geographic area
- Gauge customer satisfaction with improvements and projects implemented
- Understand information tools riders use for wayfinding

In March an onboard survey was conducted:

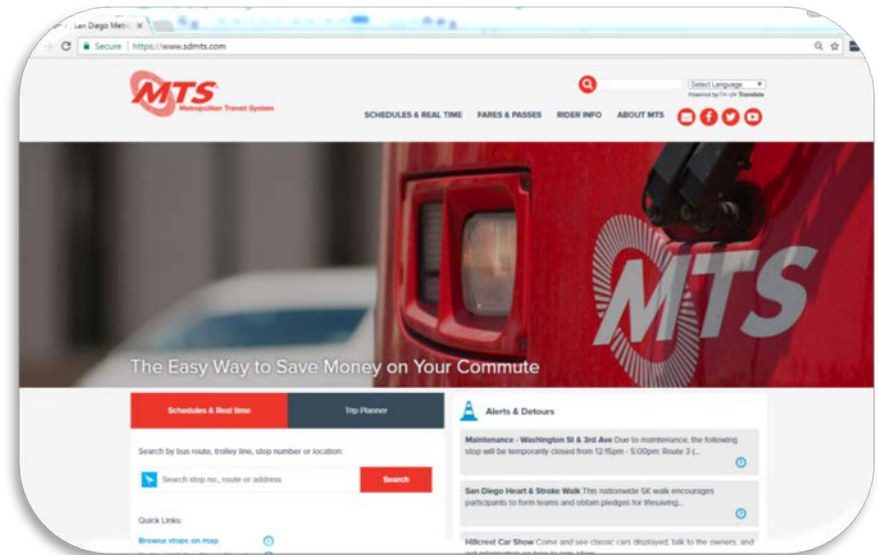
- English and Spanish Language
- Excellent participation: up 14.5% from 2015
- Personal Assistance to Complete
- Mail-back Option

Mode	Sample Size n=	Margin of Error +/-
System-wide	3,380	1.7%
Bus	2,210	2.1%
Trolley	1,170	2.9%



Operating and Environmental Changes

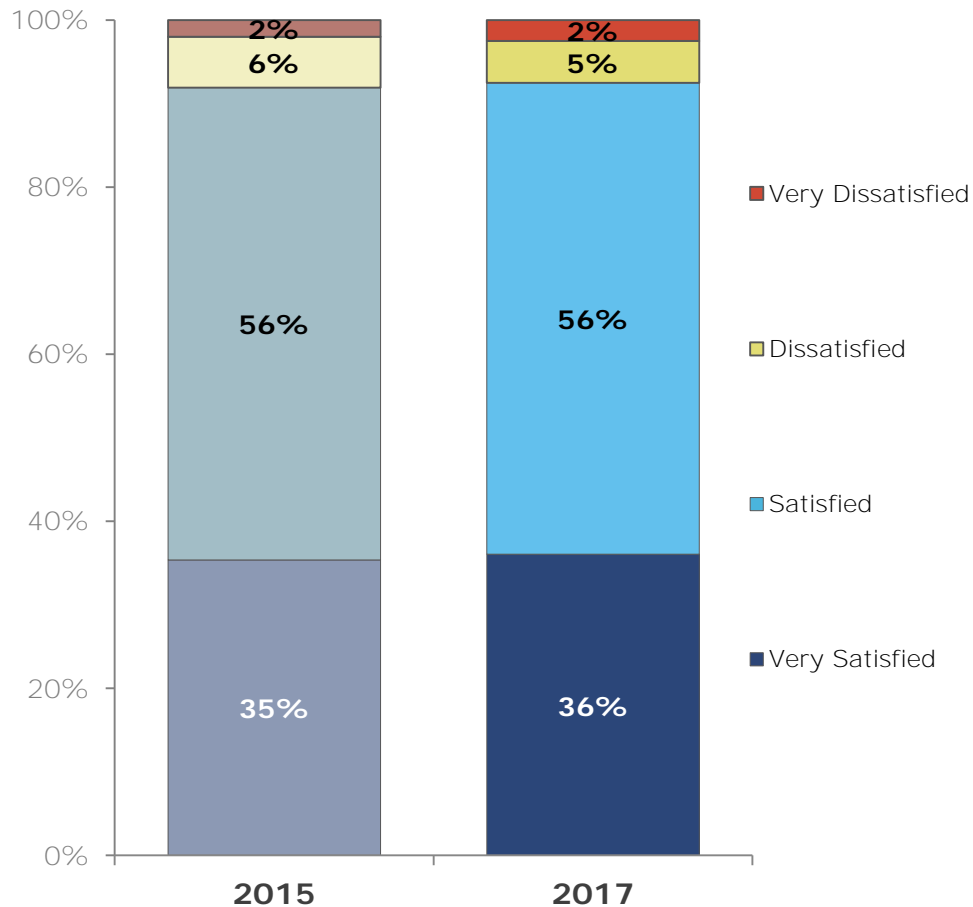
- Completion of Projects in South Bay
- Opening of New Transit Store Location
- New MTS Website
- Nationwide Ridership Dip
- Economic Recovery
- Gasoline Costs and Improved Vehicle Mileage
- Aging Population
- Increase in Smartphone Ownership
- Uber/Lyft



Topline Customer Satisfaction Results

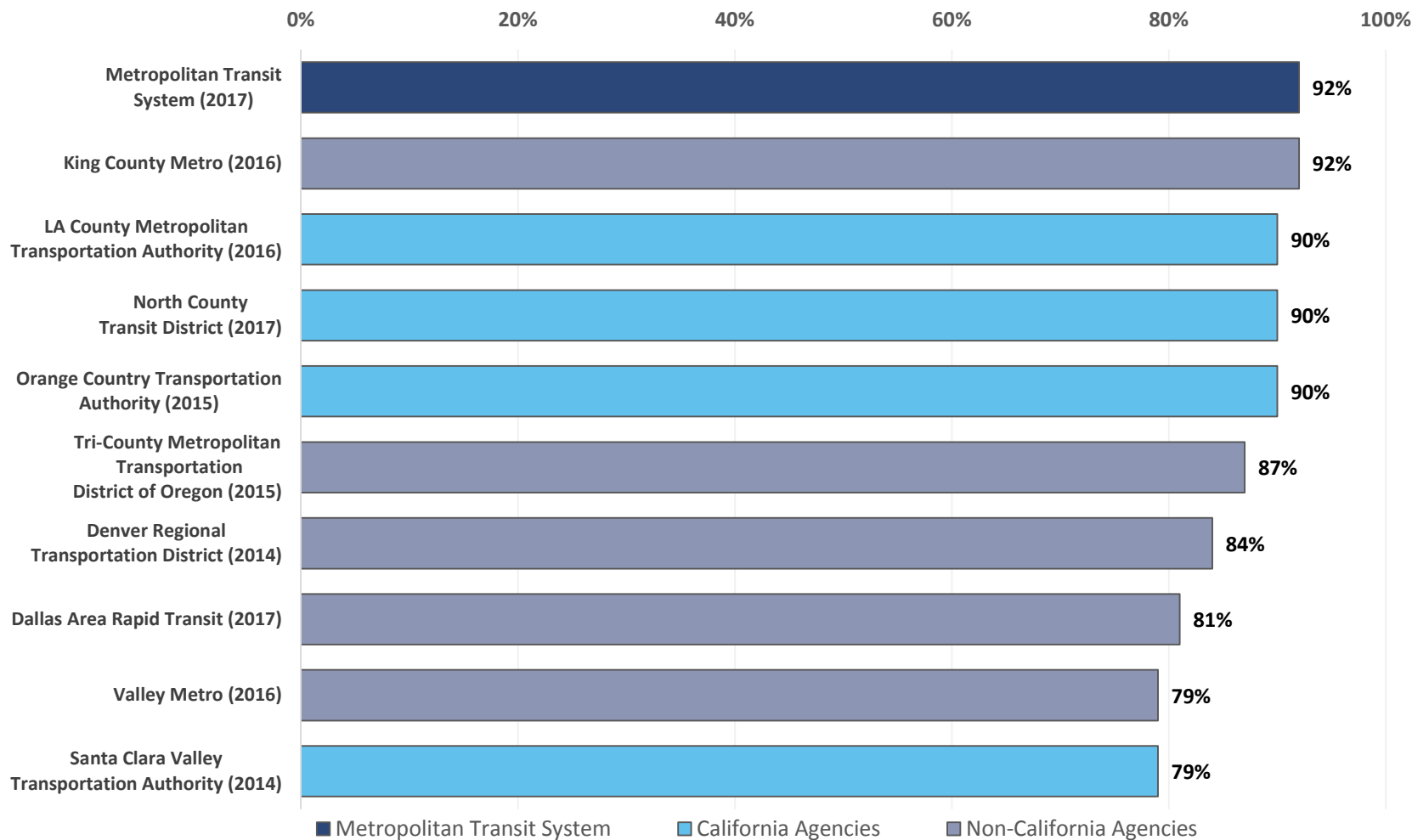


Overall Rider Satisfaction

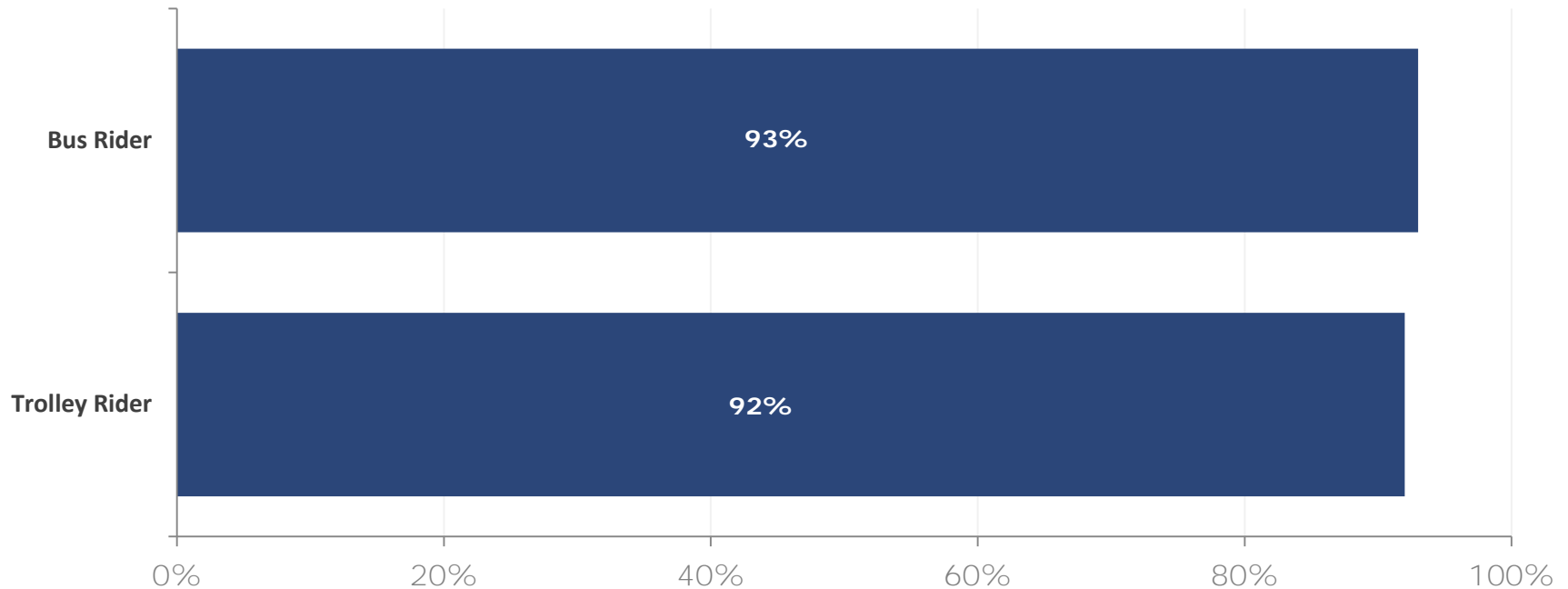


92%
Satisfied

Peer Transit Agency Comparison: Customer Satisfaction Ratings



Overall Satisfaction by Rider Mode



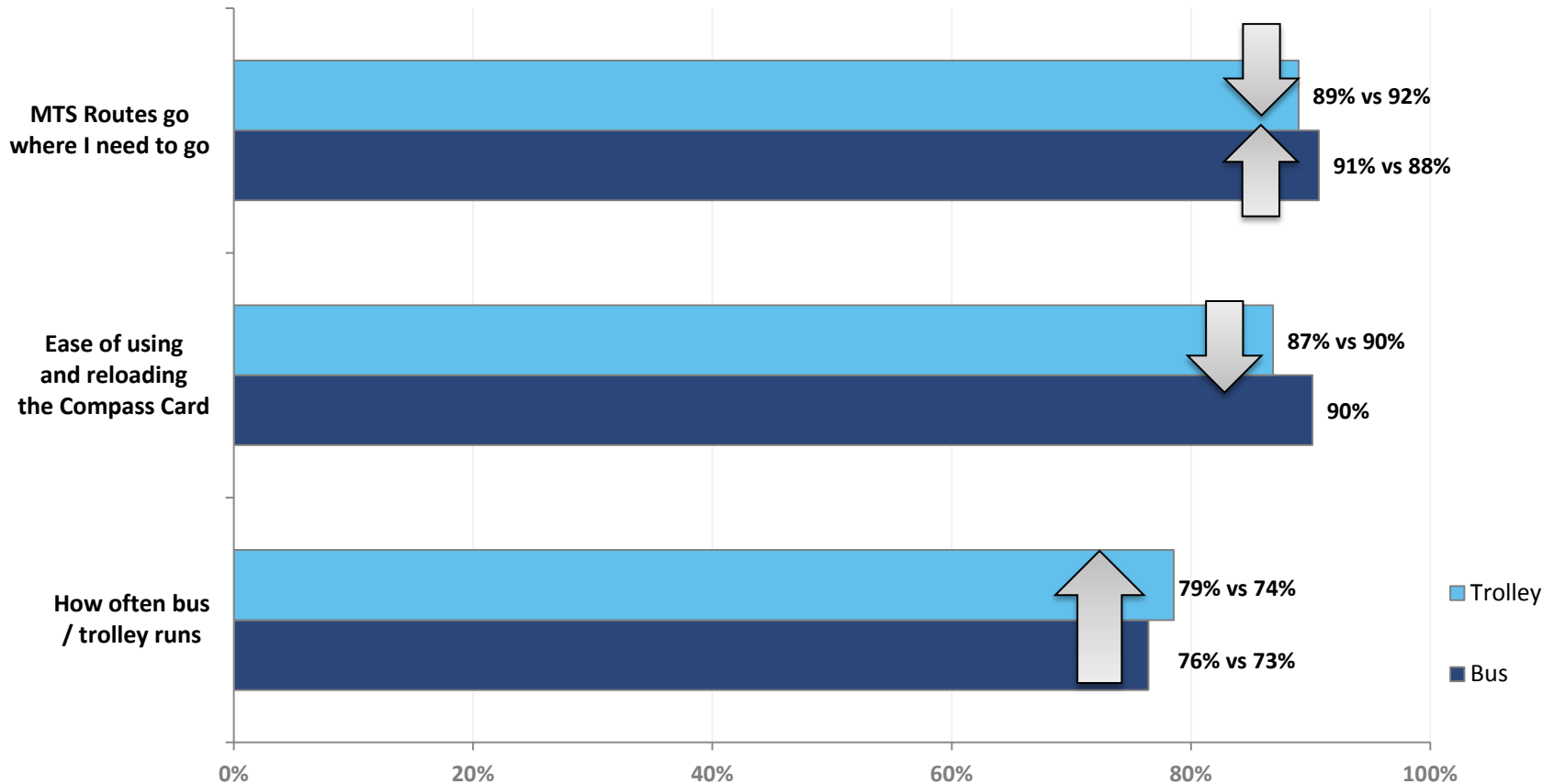
Unchanged from 2015

Topline Results: Satisfaction - Attributes

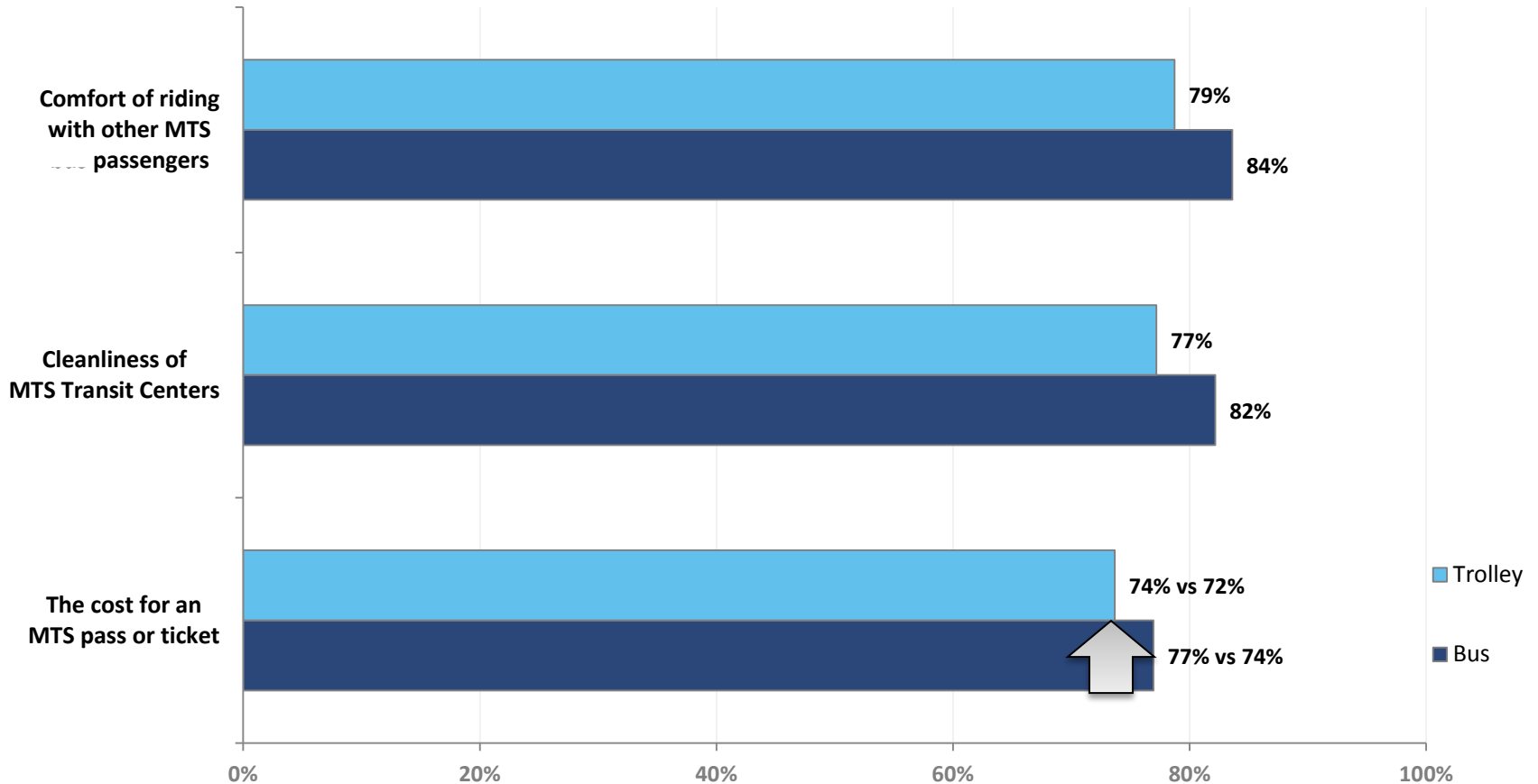
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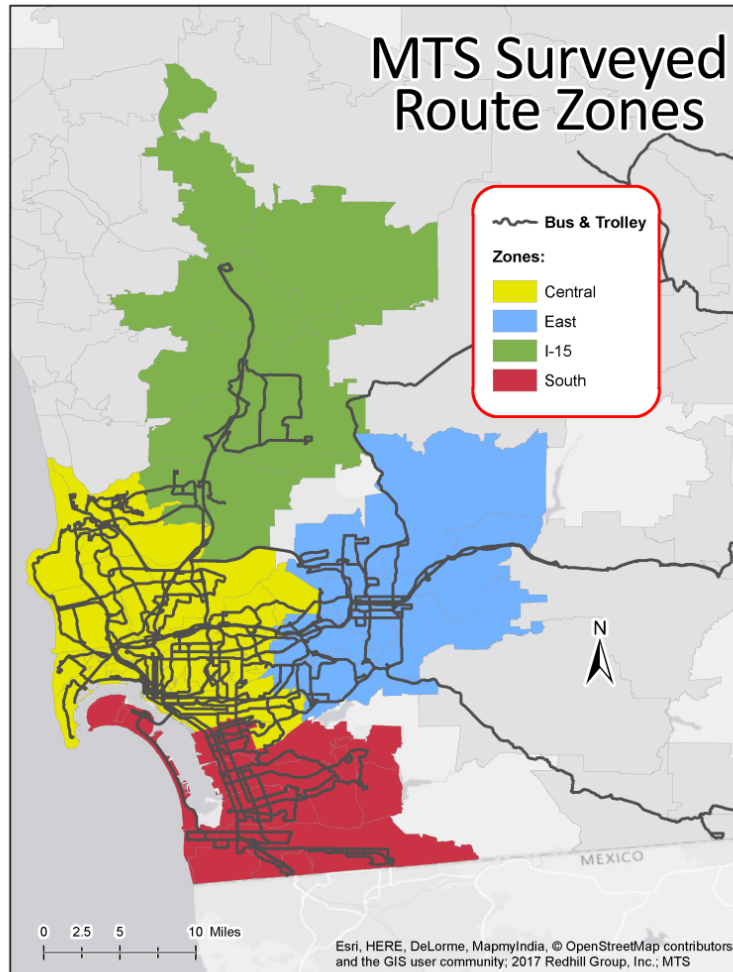
Attributes Trolley & Bus Riders



Attributes Trolley & Bus Riders



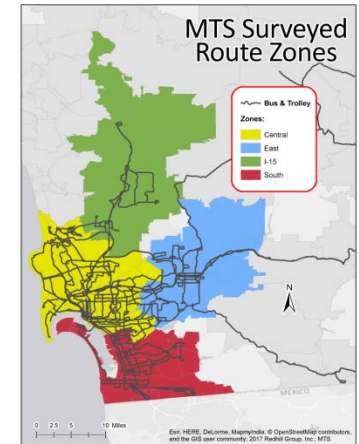
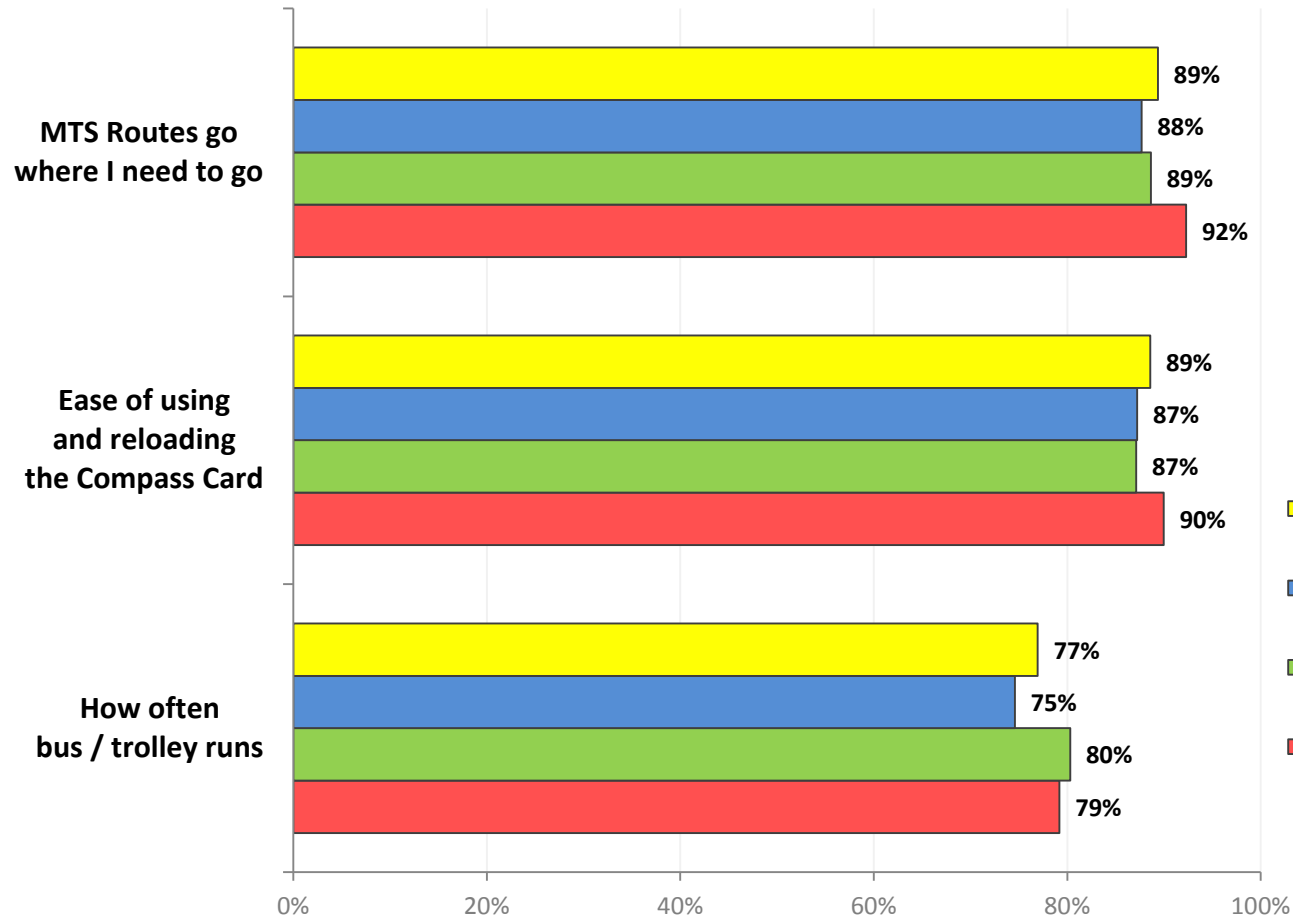
Overall Satisfaction – by Zone



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Zone Interviewed In	'17
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Unchanged from 2015

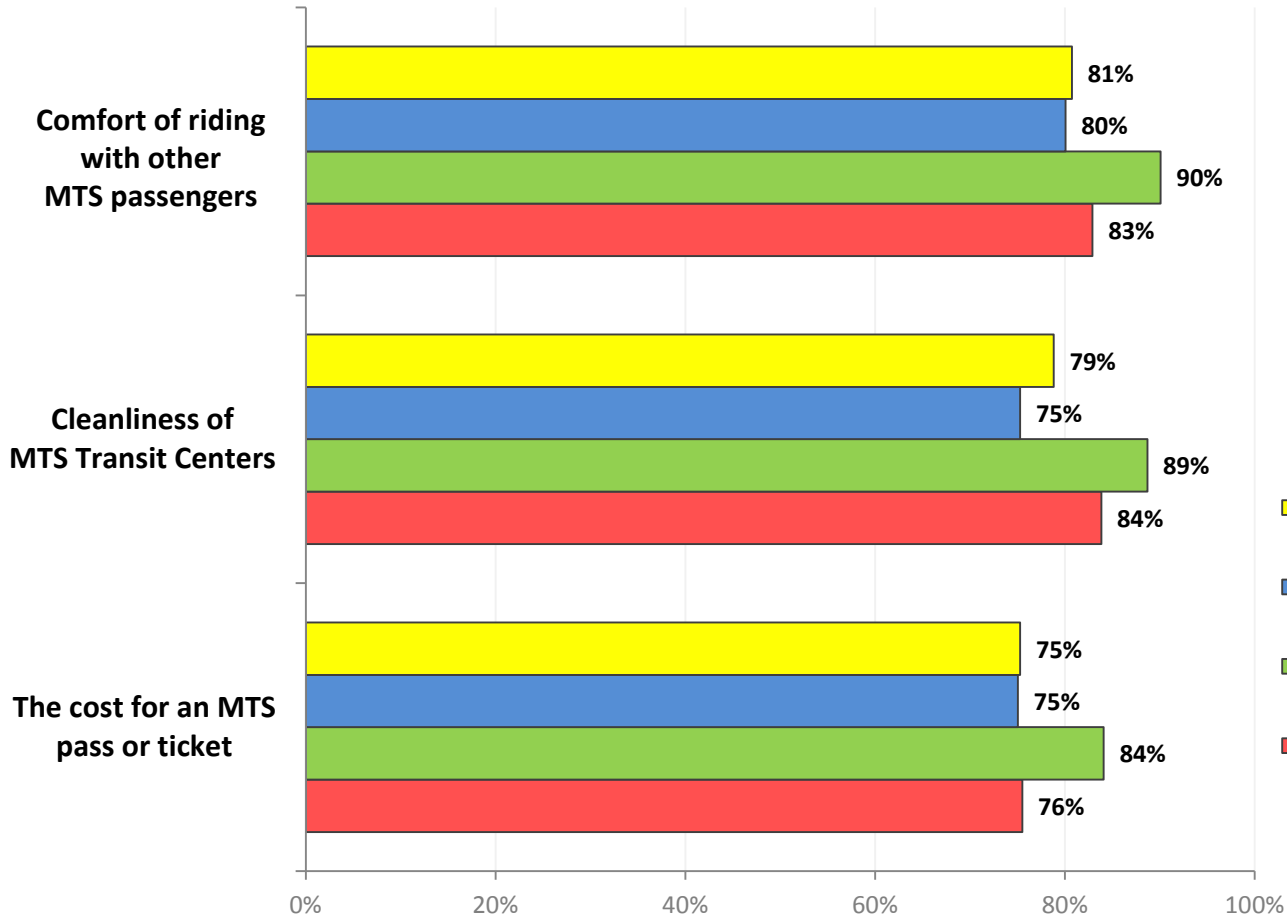
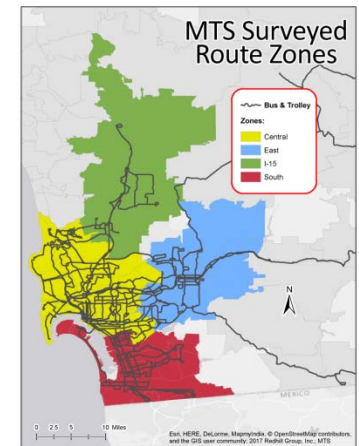
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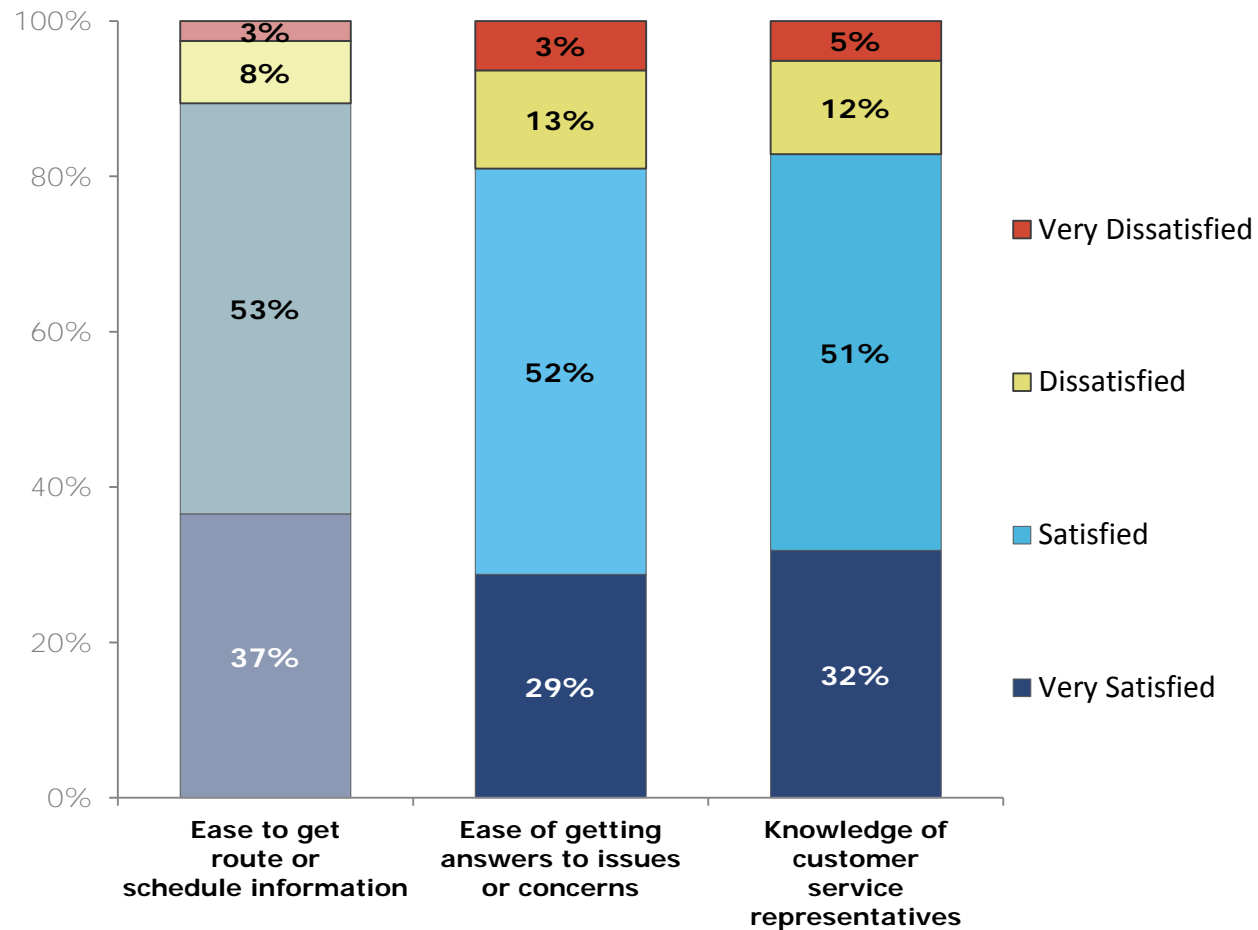
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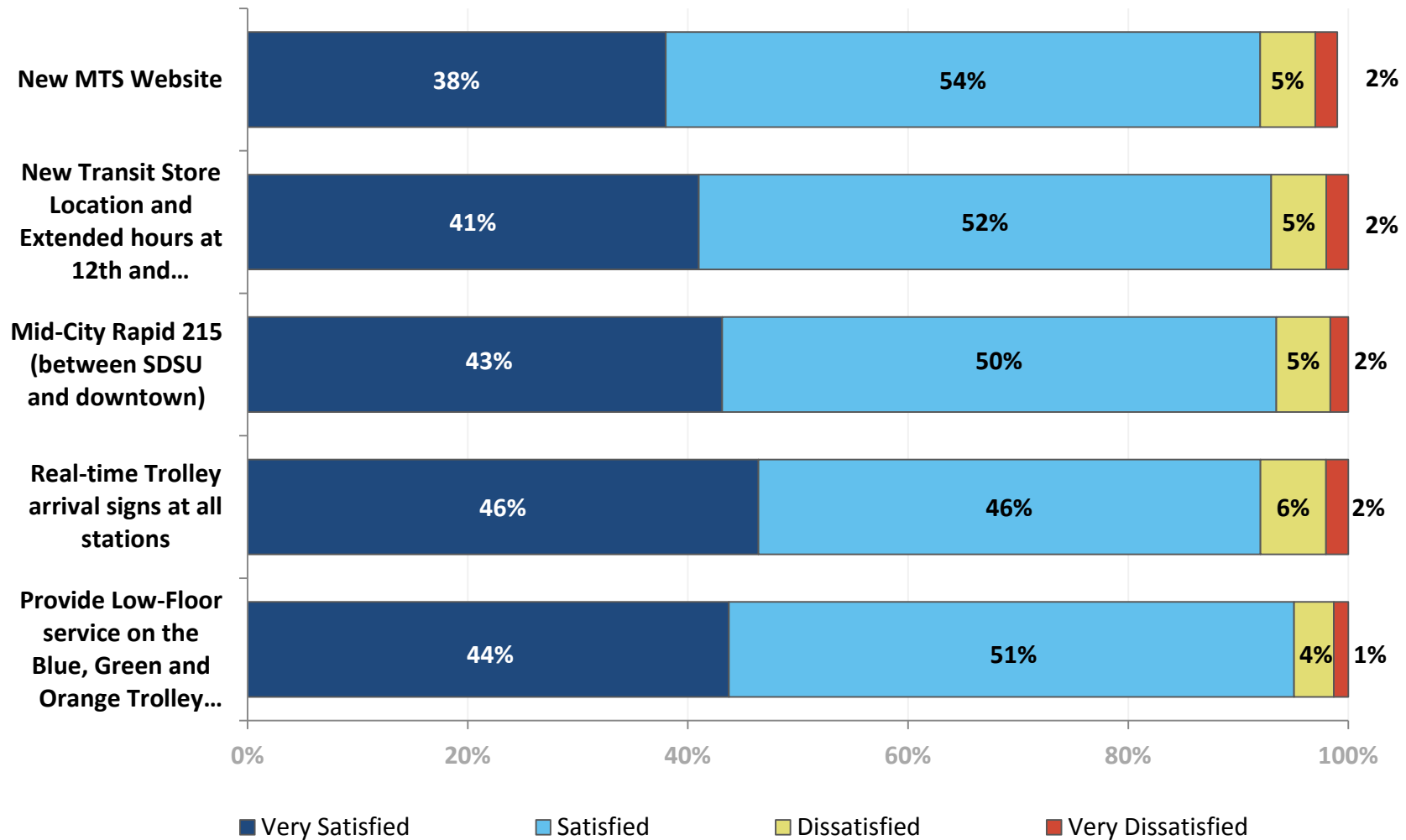
Satisfaction – Customer Information



Unchanged from 2015



High Satisfaction with Improvements



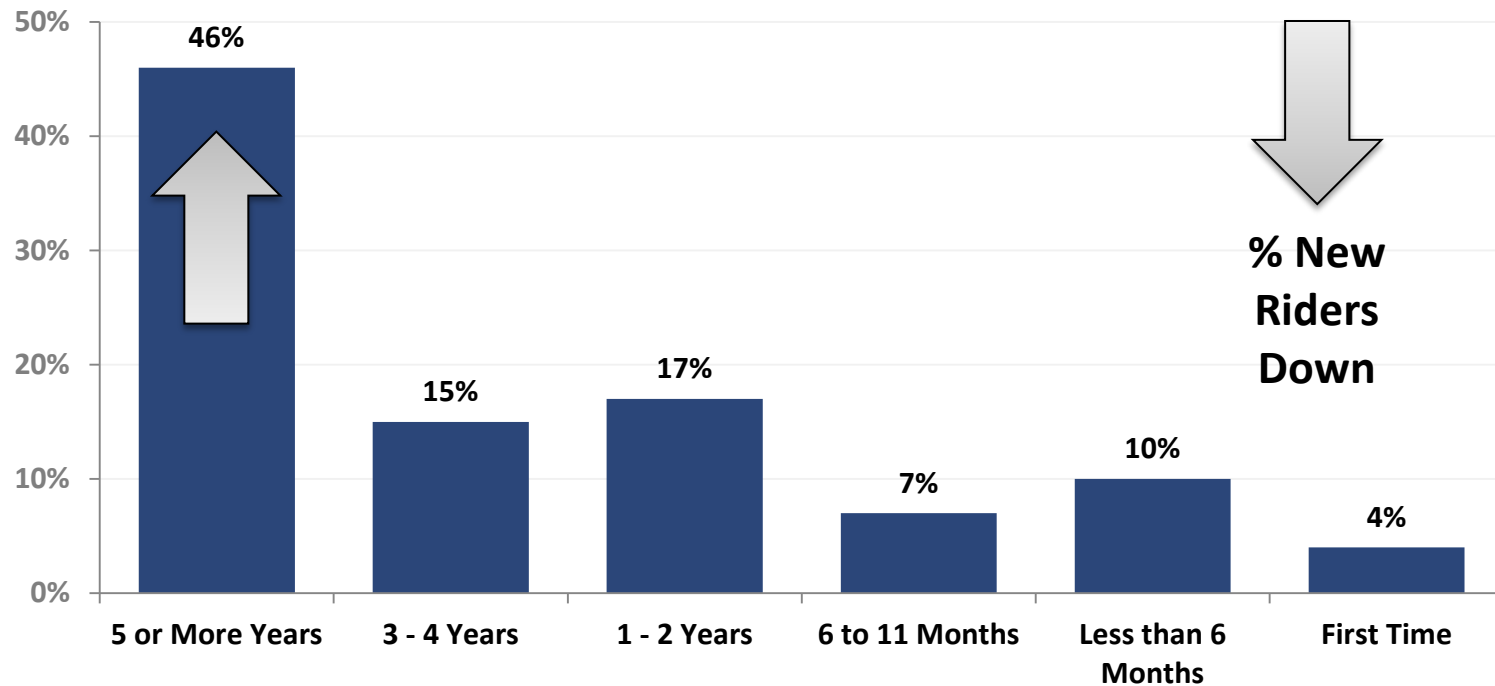
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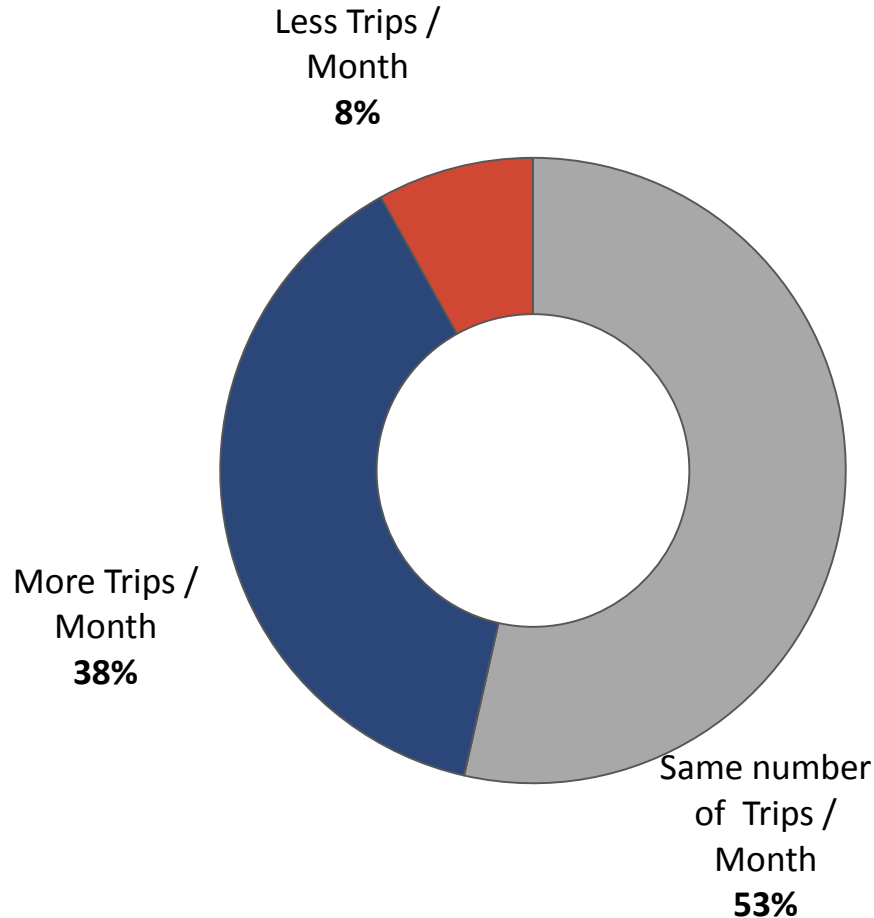


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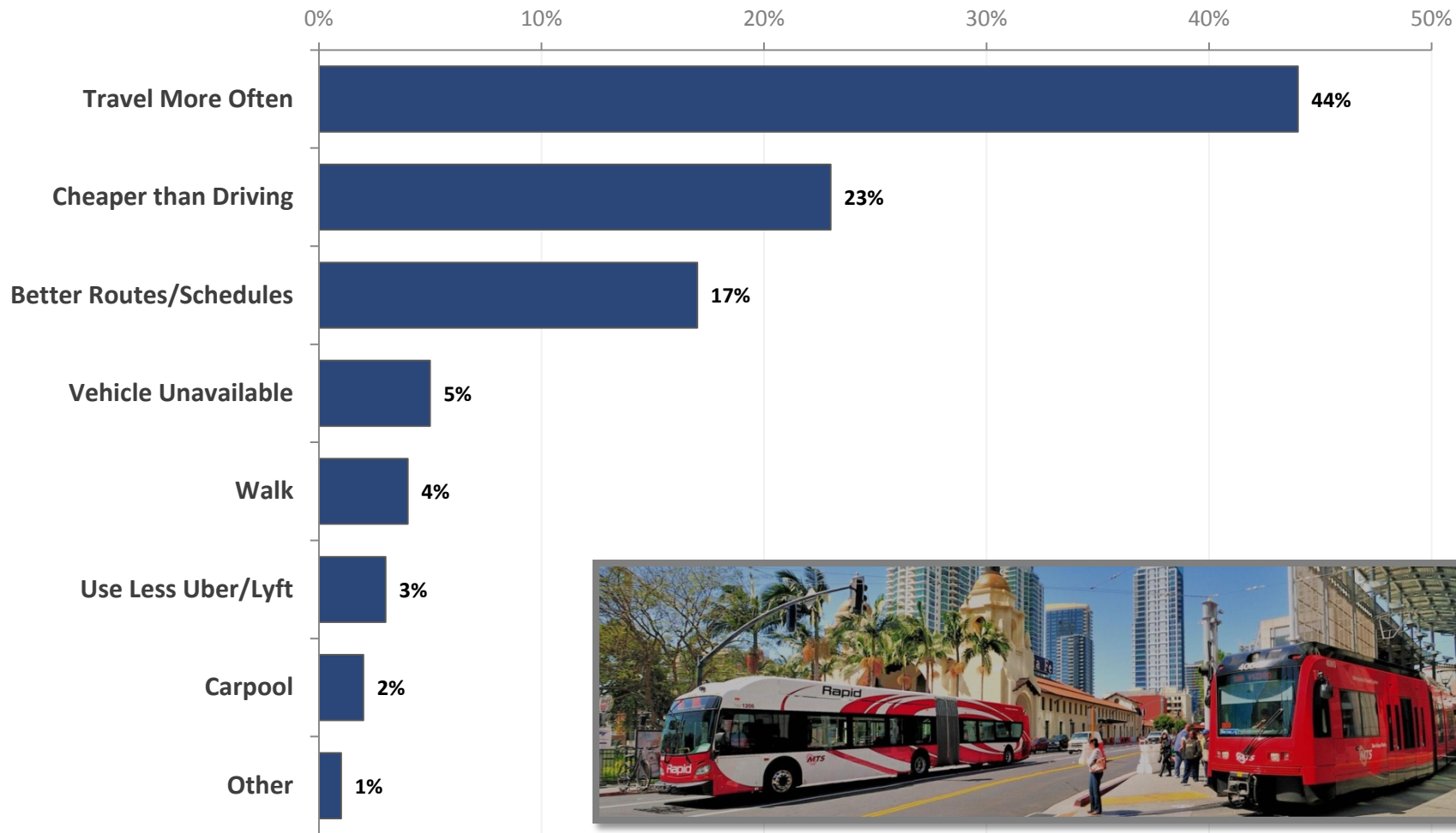


Rider Profile: Use Compared to a Year Ago

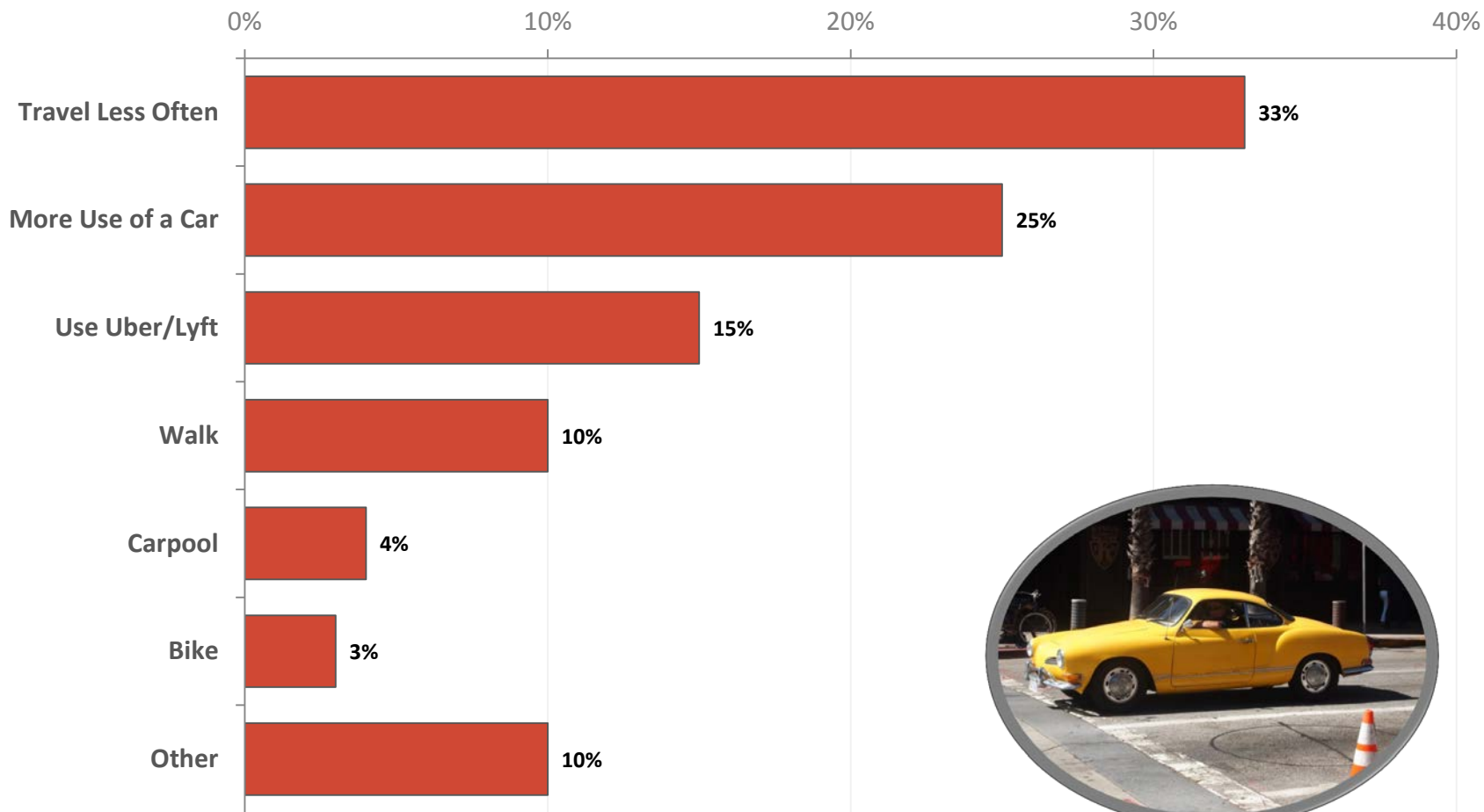


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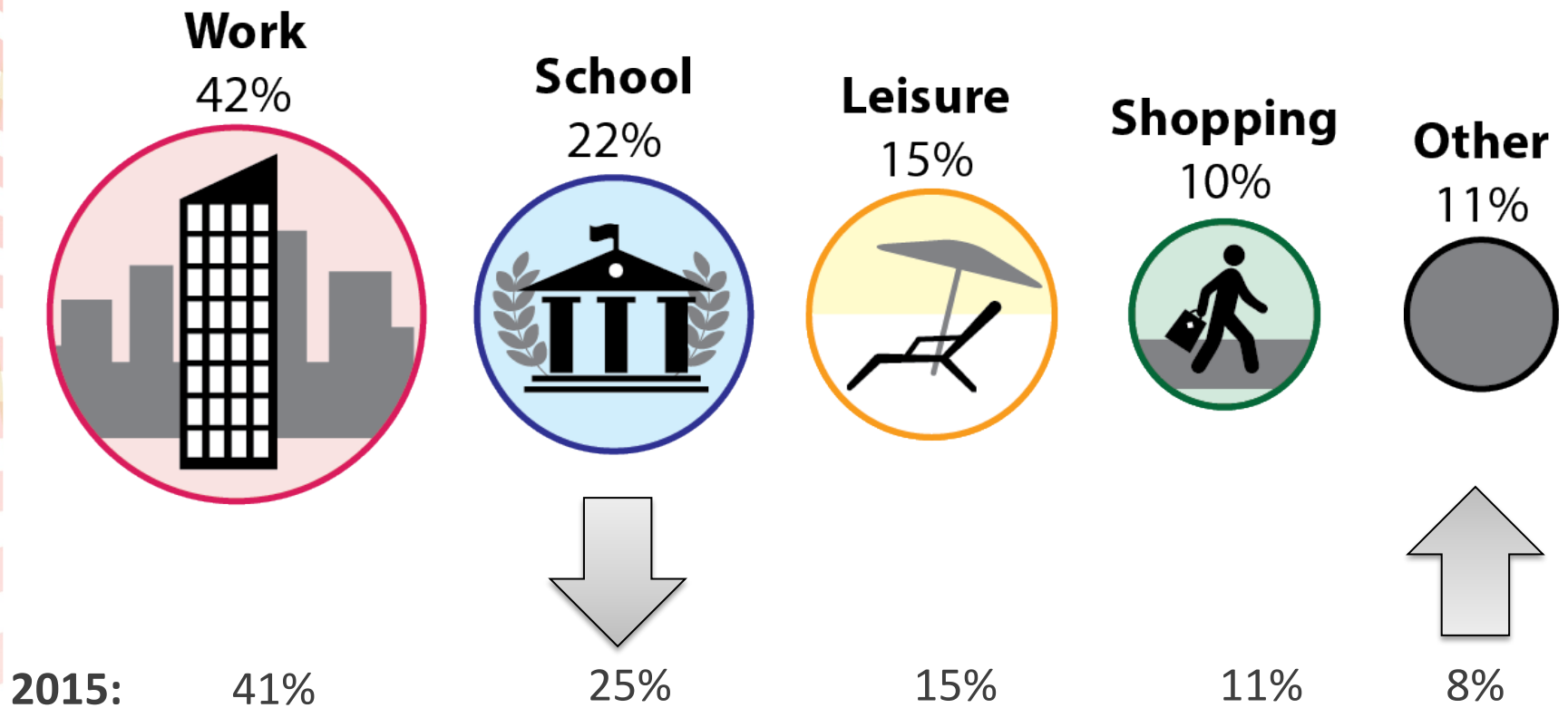
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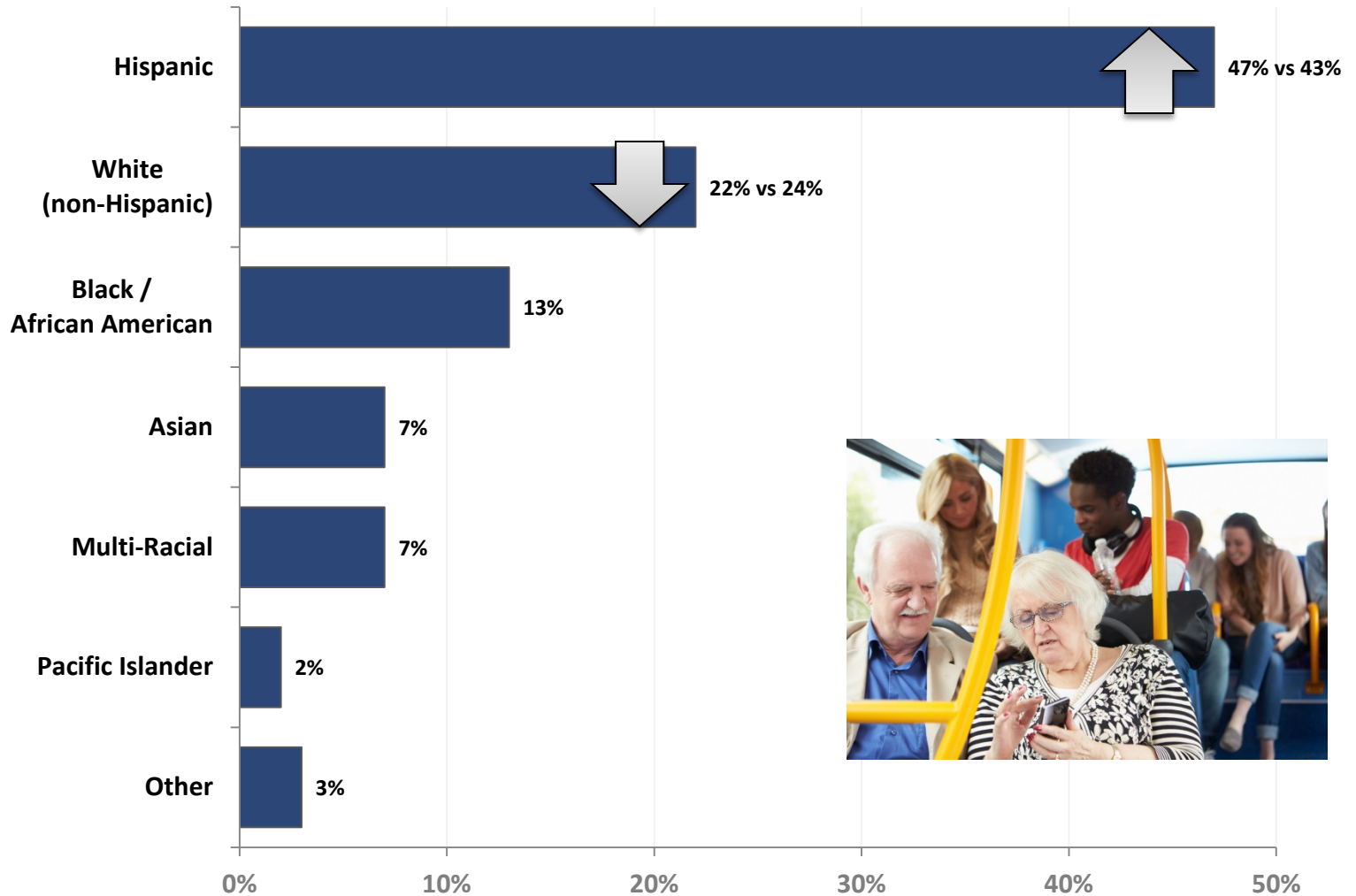
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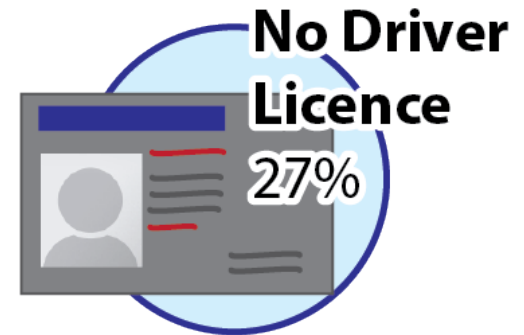
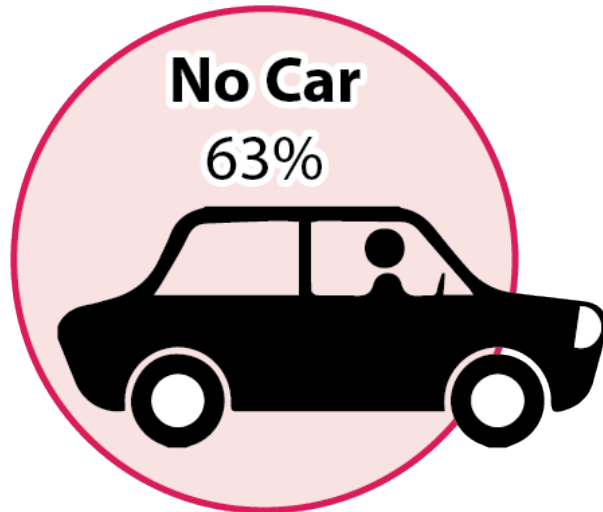
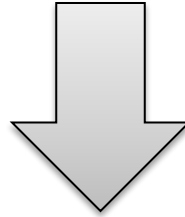
Rider Profile: Trip Purpose



Demographics: Ethnicity



Reasons for Taking Transit



2015: 69%

34%

31%

Reasons for Taking Transit by Income

The Income Effect

< \$15,000	\$15,000 - \$49,999	\$50,000 +
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27%	27%	37%

Core Rider - to - Choice Rider

Reasons for Taking Transit by Age

13 - 18	19 - 24	25 - 34	35 - 49	50 - 59	60 or Older
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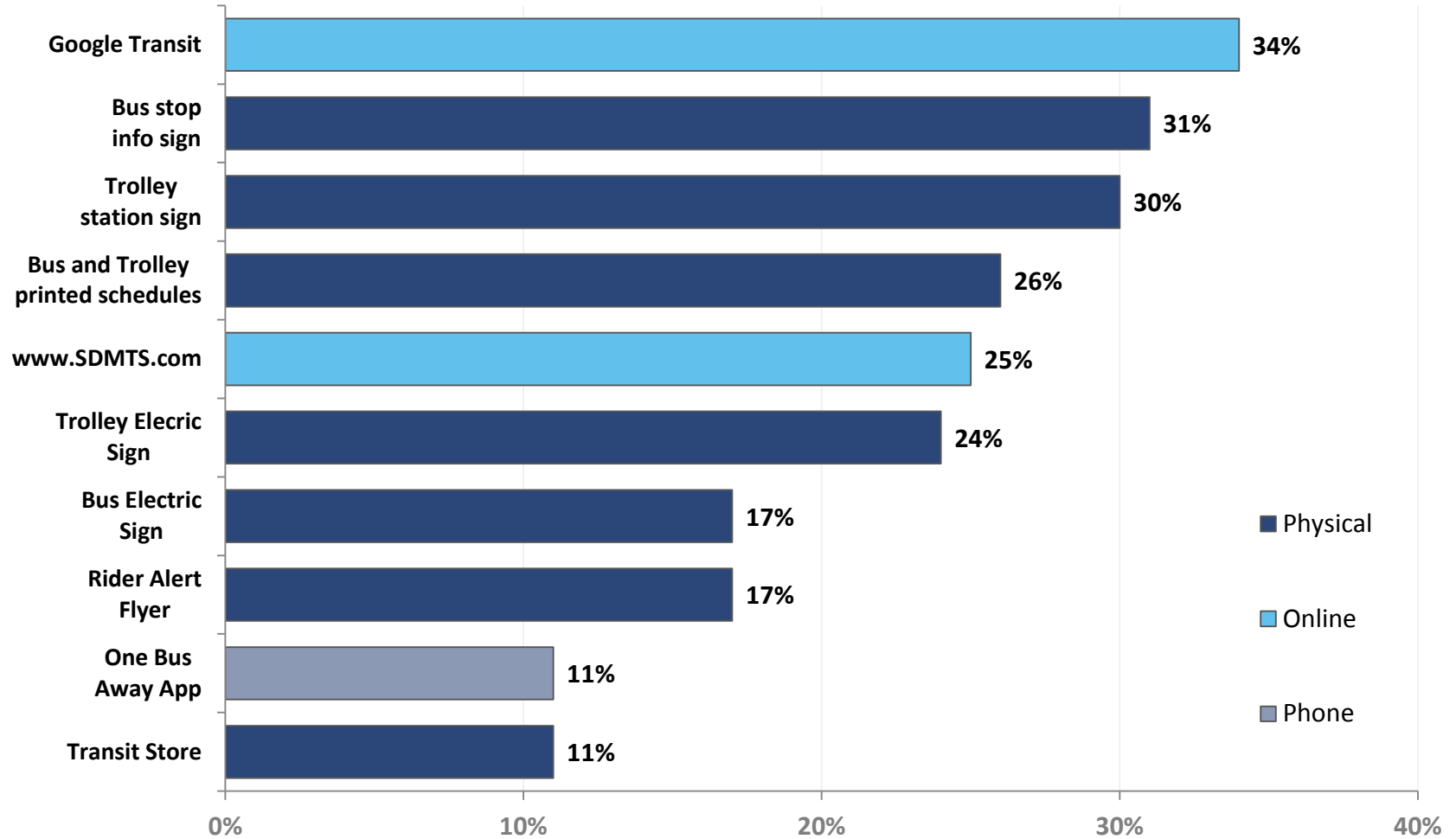
Core Rider - to - Choice Rider



Sources of Information



Top Sources of Information



Thank You!

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San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 47

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2017

SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR AUGUST 2017 (MIKE THOMPSON)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

This report summarizes the year-to-date operating results for August 2017 compared to the fiscal year (FY) 2018 adopted budget for San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for August 2017. Attachment A-2 details the August 2017 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides August 2017 results for MTS's other activities (Taxicab/San Diego and Arizona Eastern Railway Company).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending August 2017, MTS's net-operating income unfavorable variance totaled \$1,295,000 (-4.7%). Operations produced a \$1,454,000 (-5.3%) unfavorable variance and the administrative/other activities areas were favorable by \$159,000.

MTS COMBINED RESULTS

Revenues. Year-to-date combined revenues through August 2017 were \$18,552,000, compared to the year-to-date budget of \$19,400,000, representing an \$848,000 (-4.4%) unfavorable variance. This is primarily due to unfavorable variances within Passenger Fare revenues.



Expenses. Year-to-date combined expenses through August 2017 were \$47,480,000 compared to the budget of \$47,033,000, resulting in a \$448,000 (-1.0%) unfavorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$22,830,000, compared to a budgetary figure of \$22,146,000, producing an unfavorable variance of \$685,000 (-3.1%). \$615,000 of the unfavorable variance was within Operations, partially due to higher than budgeted experience in overtime.

Outside Services and Purchased Transportation. Total outside services through two months of the fiscal year totaled \$16,056,000, compared to a budget of \$16,427,000, resulting in a favorable variance of \$371,000 (2.3%).

Materials and Supplies. Total year-to-date materials and supplies expenses were \$2,238,000, compared to a budgetary figure of \$1,950,000, resulting in an unfavorable variance of \$288,000 (-14.8%).

Energy. Total year-to-date energy costs were \$4,735,000, compared to the budget of \$4,919,000 resulting in a favorable variance of \$183,000 (3.7%).

Risk Management. Total year-to-date expenses for risk management were \$711,000, compared to the budget of \$677,000, resulting in an unfavorable variance totaling \$34,000 (-5.0%).

General and Administrative. The year-to-date general and administrative costs, including vehicle and facilities leases, were \$910,000 through August 2017, compared to a budget of \$915,000, resulting in a favorable variance of \$5,000 (0.5%).

YEAR-TO-DATE SUMMARY

The August 2017, year-to-date net-operating income totaled an unfavorable variance of \$1,295,000 (-4.7%). These factors include unfavorable variances in operating revenue, personnel costs, materials and supplies, risk management and general and administrative; offset by favorable variances in outside services, energy and vehicle/facility leases.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MTS
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 15,980	\$ 16,990	\$ (1,011)	-5.9%
Other Revenue	2,573	2,410	163	6.8%
Total Operating Revenue	\$ 18,552	\$ 19,400	\$ (848)	-4.4%
Personnel costs	\$ 22,830	\$ 22,146	\$ (685)	-3.1%
Outside services	16,056	16,427	371	2.3%
Transit operations funding	-	-	-	-
Materials and supplies	2,238	1,950	(288)	-14.8%
Energy	4,735	4,919	183	3.7%
Risk management	711	677	(34)	-5.0%
General & administrative	754	713	(41)	-5.7%
Vehicle/facility leases	156	201	45	22.5%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	(0)	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 47,480	\$ 47,033	\$ (448)	-1.0%
Operating income (loss)	\$ (28,928)	\$ (27,633)	\$ (1,295)	-4.7%
Total public support and nonoperating revenues	(83)	(85)	2	-2.2%
Income (loss) before capital contributions	\$ (29,011)	\$ (27,717)	\$ (1,294)	4.7%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CONSOLIDATED OPERATIONS
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 15,980	\$ 16,990	\$ (1,011)	-5.9%
Other Revenue	61	51	11	20.8%
Total Operating Revenue	\$ 16,041	\$ 17,041	\$ (1,000)	-5.9%
Personnel costs	\$ 19,233	\$ 18,619	\$ (615)	-3.3%
Outside services	13,616	13,812	196	1.4%
Transit operations funding	-	-	-	-
Materials and supplies	2,234	1,942	(292)	-15.0%
Energy	4,619	4,785	166	3.5%
Risk management	570	599	30	5.0%
General & administrative	117	147	30	20.2%
Vehicle/facility leases	138	170	32	18.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	4,623	4,623	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 45,151	\$ 44,698	\$ (453)	-1.0%
Operating income (loss)	\$ (29,110)	\$ (27,656)	\$ (1,454)	-5.3%
Total public support and nonoperating revenues	(94)	(108)	14	-13.2%
Income (loss) before capital contributions	\$ (29,204)	\$ (27,764)	\$ (1,439)	5.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION)
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 3,663	\$ 3,846	\$ (183)	-4.7%
Other Revenue	1	1	0	59.6%
Total Operating Revenue	\$ 3,665	\$ 3,847	\$ (182)	-4.7%
Personnel costs	\$ 12,829	\$ 12,284	\$ (545)	-4.4%
Outside services	421	338	(83)	-24.5%
Transit operations funding	-	-	-	-
Materials and supplies	747	753	5	0.7%
Energy	946	943	(4)	-0.4%
Risk management	271	289	18	6.3%
General & administrative	62	75	13	17.5%
Vehicle/facility leases	49	64	15	23.3%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	1,605	1,605	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 16,930	\$ 16,350	\$ (580)	-3.5%
Operating income (loss)	\$ (13,265)	\$ (12,503)	\$ (762)	-6.1%
Total public support and nonoperating revenues	(140)	(142)	2	-1.6%
Income (loss) before capital contributions	\$ (13,405)	\$ (12,645)	\$ (759)	6.0%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED)
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 7,494	\$ 7,919	\$ (424)	-5.4%
Other Revenue	60	50	10	19.2%
Total Operating Revenue	\$ 7,554	\$ 7,969	\$ (415)	-5.2%
Personnel costs	\$ 6,155	\$ 6,055	\$ (99)	-1.6%
Outside services	802	906	103	11.4%
Transit operations funding	-	-	-	-
Materials and supplies	1,485	1,181	(304)	-25.7%
Energy	2,311	2,388	77	3.2%
Risk management	296	308	12	3.8%
General & administrative	55	70	15	21.4%
Vehicle/facility leases	39	56	17	30.2%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	2,672	2,672	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 13,815	\$ 13,635	\$ (180)	-1.3%
Operating income (loss)	\$ (6,261)	\$ (5,666)	\$ (594)	-10.5%
Total public support and nonoperating revenues	-	-	-	-
Income (loss) before capital contributions	\$ (6,261)	\$ (5,666)	\$ (594)	10.5%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
MULTIMODAL OPERATIONS (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 4,419	\$ 4,662	\$ (244)	-5.2%
Other Revenue	0	-	0	-
Total Operating Revenue	\$ 4,419	\$ 4,662	\$ (243)	-5.2%
Personnel costs	\$ 40	\$ 55	\$ 15	26.8%
Outside services	9,300	9,373	72	0.8%
Transit operations funding	-	-	-	-
Materials and supplies	2	8	6	75.9%
Energy	996	1,090	94	8.6%
Risk management	-	-	-	-
General & administrative	0	1	0	45.2%
Vehicle/facility leases	3	3	0	9.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	254	254	0	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 10,597	\$ 10,784	\$ 188	1.7%
Operating income (loss)	\$ (6,178)	\$ (6,122)	\$ (55)	-0.9%
Total public support and nonoperating revenues	-	-	-	-
Income (loss) before capital contributions	\$ (6,178)	\$ (6,122)	\$ (55)	0.9%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
MULTIMODAL OPERATIONS (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 403	\$ 564	\$ (160)	-28.5%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 403	\$ 564	\$ (160)	-28.5%
Personnel costs	\$ 13	\$ 28	\$ 15	54.1%
Outside services	2,896	2,999	103	3.4%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	365	364	(1)	-0.2%
Risk management	3	3	-	0.0%
General & administrative	-	1	1	-
Vehicle/facility leases	47	47	0	0.0%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	93	93	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 3,416	\$ 3,535	\$ 118	3.3%
Operating income (loss)	\$ (3,013)	\$ (2,971)	\$ (42)	-1.4%
Total public support and nonoperating revenues	-	-	-	-
Income (loss) before capital contributions	\$ (3,013)	\$ (2,971)	\$ (42)	1.4%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CORONADO FERRY
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	35	35	(0)	0.0%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	-	-	-
Depreciation	-	-	-	-
Total Operating Expenses	\$ 35	\$ 35	\$ (0)	0.0%
Operating income (loss)	\$ (35)	\$ (35)	\$ (0)	0.0%
Total public support and nonoperating revenues	46	34	12	35.3%
Income (loss) before capital contributions	\$ 11	\$ (1)	\$ 12	-900.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
ADMINISTRATION
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	2,448	2,301	147	6.4%
Total Operating Revenue	\$ 2,448	\$ 2,301	\$ 147	6.4%
Personnel costs	\$ 3,461	\$ 3,372	\$ (89)	-2.6%
Outside services	2,425	2,567	141	5.5%
Transit operations funding	-	-	-	-
Materials and supplies	4	7	3	40.3%
Energy	115	132	16	12.5%
Risk management	89	74	(15)	-20.8%
General & administrative	621	547	(74)	-13.5%
Vehicle/facility leases	14	27	13	47.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	(4,647)	(4,647)	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 2,082	\$ 2,076	\$ (6)	-0.3%
Operating income (loss)	\$ 366	\$ 224	\$ 142	-63.2%
Total public support and nonoperating revenues	11	23	(12)	-52.9%
Income (loss) before capital contributions	\$ 377	\$ 248	\$ 129	52.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OTHER ACTIVITIES
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2018
AUGUST 31, 2017
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	63	58	5	8.7%
Total Operating Revenue	\$ 63	\$ 58	\$ 5	8.7%
Personnel costs	\$ 136	\$ 156	\$ 19	12.5%
Outside services	14	48	34	70.9%
Transit operations funding	-	-	-	-
Materials and supplies	0	1	1	97.7%
Energy	1	2	1	43.6%
Risk management	52	4	(48)	-1178.0%
General & administrative	16	20	3	17.1%
Vehicle/facility leases	4	4	0	7.4%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	24	24	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	\$ 248	\$ 259	\$ 11	4.3%
Operating income (loss)	\$ (184)	\$ (201)	\$ 16	8.1%
Total public support and nonoperating revenues	-	-	-	-
Income (loss) before capital contributions	\$ (184)	\$ (201)	\$ 16	-8.1%

Metropolitan Transit System FY 2018 - August 2017 Financial Review

MTS Board of Directors Meeting
October 19, 2017



CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – AUGUST 31, 2017 - FY 2018

TOTAL OPERATING REVENUES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Fare Revenue	\$ 15,980	\$ 16,990	(\$1,011)	-5.9%
Other Operating Revenue	<u>2,573</u>	<u>2,410</u>	<u>163</u>	<u>6.8%</u>
Operating Revenue	\$18,552	\$19,400	(\$848)	-4.4%

- Fare Revenue
 - Revenue unfavorable to the prior year by \$685K (-4.1%)
 - Ridership year over year unfavorable by -3.1%
- Other Operating Revenue - Favorable experience within Administration



CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – AUGUST 31, 2017 - FY 2018

TOTAL OPERATING EXPENSES (\$000's)

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>VAR %</u>
Personnel Costs	\$ 22,830	\$ 22,146	\$ (685)	-3.1%
Purchased Transportation	11,819	11,982	163	1.4%
Other Outside Services	4,237	4,445	208	4.7%
Energy	4,735	4,919	183	3.7%
Other Expenses	3,859	3,541	(318)	-9.0%
Operating Expenses	\$ 47,480	\$ 47,033	\$ (448)	-1.0%

- Personnel Costs - Unfavorable experience in Wages and Fringe
- Energy - Favorable commodity prices
- Other Expenses – Unfavorable experience in Materials and Supplies



CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – AUGUST 31, 2017 - FY 2018

TOTAL OPERATING VARIANCE (\$000's)

Combined Net Operating Variance

MTS Operating Revenue	\$ (848)
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MTS Operating Expenses	<u>(448)</u>
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Total Combined Net Operating Variance	\$ (1,295)
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Variance Percentage	-4.7%
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CONSOLIDATED MTS OPERATIONS

COMPARISON TO BUDGET – AUGUST 31, 2017 - FY 2018
ON GOING CONCERNS

	Adopted Budget	YTD Actual	Projection
Sales Tax Subsidy Revenue	\$436.8 M	\$110.1 M	\$436.8 M
State of California Budget	\$12.5 M	\$0.0 M	\$12.5 M
Passenger Levels	88.9 M	14.6 M	87.6 M
Energy Prices			
CNG	\$ 0.90	\$ 0.83	\$ 0.84
Diesel	\$ 2.25	\$ 2.10	\$ 2.27
Gas	\$ 2.65	\$ 2.06	\$ 2.22
Electricity	\$ 0.208	\$ 0.203	\$ 0.204

Favorable

On Target

Unfavorable





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Agenda Item No. 61

Chief Executive Officer's Report

October 19, 2017

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period September 13, 2017 through October 10, 2017.

*Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.

CEO Travel Report (since last Board meeting)

Sept. 24-27: San Diego Regional Chamber of Commerce Mission to Washington D.C.
Oct. 6-11: APTA Annual Conference & EXPO in Atlanta, GA

Board Member Travel Report (since last Board meeting)

Harry Mathis

Oct. 6-11: APTA Annual Conference & EXPO in Atlanta, GA

Ron Roberts

Oct. 6-11: APTA Annual Conference & EXPO in Atlanta, GA

Georgette Gómez

Oct. 7-11: APTA Annual Conference & EXPO in Atlanta, GA

Guy McWhirter

Oct. 7-11: APTA Annual Conference & EXPO in Atlanta, GA

Myrtle Cole

Oct. 8-11: APTA Annual Conference & EXPO in Atlanta, GA



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
B0658.1-14	DIONS & SONS	CLEAR DIESEL WET HOSING	\$0.00	9/15/2017
PWB220.1-17	VERSATILE SYSTEMS	CCO1-UTILITY RELOCATION	\$3,019.47	9/22/2017
PWG148.5-14	MOBILE RELAY ASSOCIATES	ADD LINE ITEMS	\$1,030.00	9/25/2017
L1246.2-15	DAY WIRELESS SYSTEMS	RELOCATE 3 RADIO EQUIPMENT	\$4,622.16	9/26/2017
PWB231.0-17	BLUE PACIFIC ENGINEERING	CPD CURB & GUTTER	\$87,300.00	9/27/2017
G1922.3-16	TMD	NO COST TIME EXTENSION	\$0.00	10/2/2017
B0574.3-12	CUMMINS CAL PACIFIC	CONTRACT EXTENSION	\$0.00	10/3/2017
G1947.01702	HDR ENGINEERING	ADA BUS STOP IMPROVEMENTS	\$40,066.00	10/3/2017
L1359.1-17	SIEMENS INDUSTRY, INC	ADD ITEM - BATTERY CHARGE MODULE	\$0.00	10/3/2017
PWL183.7-16	MASS ELECTRIC	BUS BARD, CONDUIT RUN	\$40,124.19	10/3/2017
PWL183.8-16	MASS ELECTRIC	BUS BARD, CONDUIT RUN	\$49,233.61	10/3/2017
G1866.2-16	STEER, DAVIES & GLEAVES, Inc.	INTRANET REDESIGN IMPLEMENTATION * MAINT	\$4,800.00	10/4/2017
B0636.3-16	WHITSON CONTRACTING & MGMT	UPDATE ON STORM WATER PLAN	\$1,000.00	10/9/2017
PWB216.1-17	ANEMOS ENTERPRISES	CCO FOR PAINT SVC - GROUP A	\$9,757.44	10/9/2017
B0592.2-13	HARBOR DIESEL & EQUIPMENT	CONTRACT EXTENSION	\$0.00	10/10/2017
B0600.2-13	KINGSBURY UNIFORMS, INC.	ADD OPTION ITEMS AND EXERCISE OY2	\$0.00	10/10/2017
G1928.2-18	T&T JANITORIAL	JANITORIAL SVC - TAXI	\$0.00	10/10/2017
PWL182.1618	HERZOG CONSTRUCTION	INSULATED JOINT REPLACEMENT SIGNAL	\$22,015.93	10/10/2017
PWL211.1216	HERZOG CONTRACTING	ORANGE LINE TRACK IMPROVEMENTS	\$74,087.08	10/10/2017
PWL214.4-17	GLOBAL SIGNALS GROUP	GREEN LINE TWC	\$35,466.24	10/10/2017

REVENUE CONTRACTS & MOUs				
Doc #	Organization	Subject	Amount	Day
G2038.0-17	POWAY UNIFIED SCHOOL DISTRICT	COMPASS CARD EMPLOYER	\$0.00	9/15/2017
G2058.0-18	ATKINSON/CLARK CONSTRUCTION	57 HOUR PORT CLOSURE	\$19,308.61	9/15/2017
L1413.0-18	FREMANTLE MEDIA	ROE - HOST & FILM CREW	\$0.00	9/15/2017
S200-17-672	CARLTON MEDIA	FILM CREW DESERT LINE	\$1,500.00	9/18/2017
L1410.0-18	SD DANCE THEATER	ROE - DANCE & REHEARSE AT E STREET	\$0.00	9/18/2017
L1396.0-17	PEDAL FOR THE CAUSE	ROE PEDAL FOR CAUSE CYCLING EVENT	\$750.00	9/22/2017
M6719.1-17	HAZARD CONSTRUCTION CO	ROE EXTEND PERMIT	\$750.00	9/22/2017
G2057.0-18	SUSAN G KOMEN	RACE FOR THE CURE	\$0.00	9/25/2017

REVENUE CONTRACTS & MOUs				
Doc #	Organization	Subject	Amount	Day
G2039.0-17	ASSOCIATION FOR COMMUNITY	COMPASS CARD EMPLOYER	\$0.00	10/2/2017
L6766.0-17	CITY OF SAN DIEGO	LEASE WITH CITY OF SD	\$0.00	10/2/2017
B0668.0-17	TRANSDEV SERVICES, INC.	SALE OF 1 2005 40FT. NEW FLYER BUS	\$26,000.00	10/3/2017
G2061.0-18	PACIFIC ARTS MOVEMENT	PROMOTE 2017 SD ASIAN FILM FESTIVAL	\$0.00	10/4/2017
L6767.0-17	DOKKEN ENGINEERING	JROE - MID COAST	\$750.00	10/9/2017
G1683.4-14	US DISTRICT COURT SOUTHERN CA	COMPASS CARD (PPB)	\$0.00	10/10/2017
L5805.0-18	JUST CONSTRUCTION	JROE - WEST PALM ST PEDESTRIAN ACCESS	\$1,800.00	10/10/2017
L6710.10-15	SKANSKA USA CIVIL WEST CA DIST	JROE - ADD SOW & FIBER OPTIC RELOCATION	\$0.00	10/10/2017

WORK ORDERS				
Doc #	Organization	Subject	Amount	Day
G0930.17-04.78	SANDAG	PROJECT BIOLOGICAL MITIGATION FUND	\$75,000.00	9/22/2017
G1493.0-13.14.02	KIMLEY HORN & ASSOCIATES	GROUNDWATER MONITORING FOR IAD YARD	\$8,700.00	10/2/2017
G1495.1-13.03.01	PGH WONG ENGINEERING	EXTENSION ON CONTRACT	\$0.00	10/2/2017
G1497.0-17-AE-02	HDR ENGINEERING, INC	BUS STOP IMPROVEMENTS PHASE II	\$40,066.00	10/2/2017
G2019.0-17 CM002	KLEINFELDER/SIMON WONG	CMWOA SDSU FIRE SUPPRESSION PROJECT	\$93,915.04	10/2/2017
PWL182.016.750116	HERZOG CONSTRUCTION, INC	CLEVELAND AVENUE TRACK REMOVAL	\$78,614.38	10/4/2017
PWL204.0-16-40	ABC CONSTRUCTION, INC	PYRAMID BUILDING SEWER MAIN REPLACE	\$98,504.99	10/4/2017
L0901.0-10.60	BRICEHOUSE STATION	CHALK TEMPERA AT GASLAMP SQUARE	\$1,000.00	10/5/2017
PWL182.0-16.18	HERZOG CONSTRUCTION	INSULATED JOINT REPLACEMENT SIGNAL	\$22,015.93	10/10/2017

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4400000215	9/13/2017	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	666.64
4400000216	9/13/2017	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	110.07
4400000217	9/13/2017	W.W. Grainger Inc	G130-SHOP TOOLS	532.00
4400000218	9/14/2017	W.W. Grainger Inc	G150-FASTENERS	51.46
4400000219	9/19/2017	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	162.48
4400000220	9/21/2017	W.W. Grainger Inc	F170-MATL HANDLING EQUIP	217.61
4400000221	9/22/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	198.86
4400000222	9/22/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	285.39
4400000223	9/26/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	117.67
4400000224	10/5/2017	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	95.62
4400000225	10/10/2017	W.W. Grainger Inc	G160-PAINTS & CHEMICALS	23.87
4400000226	10/10/2017	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	345.67
4500014340	9/13/2017	R.S. Hughes Co Inc	G140-SHOP SUPPLIES	193.95
4500014341	9/13/2017	Tribologik Corporation	G140-SHOP SUPPLIES	1,831.75
4500014343	9/13/2017	Steven Timme	G110-BUS/TROLLEY SIGNAGE	1,010.76
4500014344	9/13/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	937.03
4500014345	9/13/2017	Wayne Harmeier Inc	B200-BUS PWR TRAIN EQUIP	3,038.55
4500014346	9/13/2017	Home Depot USA Inc	G140-SHOP SUPPLIES	1,689.63
4500014347	9/13/2017	Jeyco Products Inc	G200-OFFICE SUPPLIES	132.76
4500014348	9/13/2017	Wayne Harmeier Inc	B140-BUS CHASSIS	1,923.34
4500014349	9/13/2017	Soco Group Inc	B180-BUS DIESEL	7,305.45
4500014350	9/13/2017	Flyers Energy LLC	A120-AUTO/TRUCK GASOLINE	20,113.31
4500014351	9/13/2017	Muncie Transit Supply	B160-BUS ELECTRICAL	5,235.69
4500014352	9/13/2017	Allied Refrigeration Inc	G140-SHOP SUPPLIES	269.38
4500014353	9/13/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	695.53
4500014354	9/13/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	59.33
4500014355	9/13/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,750.86
4500014356	9/13/2017	San Diego Crating & Packing Inc	F170-MATL HANDLING EQUIP	748.87
4500014357	9/13/2017	Marco's Canopies Inc	G140-SHOP SUPPLIES	1,396.44
4500014358	9/14/2017	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	437.97
4500014359	9/14/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,140.01
4500014360	9/14/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	238.35
4500014361	9/14/2017	Intellichoice Inc	I120-INFO TECH, SVCS	89,601.00
4500014362	9/14/2017	New Technical Solutions, Inc.	I110-INFORMATION TECH	5,770.02
4500014363	9/14/2017	Tri-Signal Integration Inc	P280-GENERAL SVC AGRMNTS	395.00
4500014364	9/14/2017	Steven Timme	G230-PRINTED MATERIALS	89.65
4500014365	9/14/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,750.86
4500014366	9/14/2017	Culligan of San Diego	G140-SHOP SUPPLIES	2,978.40
4500014367	9/14/2017	Charlie Shoaf	P310-ADVERTISING SERVICES	350.00
4500014368	9/14/2017	W.W. Grainger Inc	P280-GENERAL SVC AGRMNTS	371.59
4500014369	9/14/2017	CDW LLC	I110-INFORMATION TECH	2,708.10
4500014370	9/14/2017	CDW LLC	I110-INFORMATION TECH	813.85
4500014371	9/14/2017	Tennant Sales & Serv Co	P130-EQUIP MAINT REPR SVC	409.17
4500014372	9/14/2017	W.W. Grainger Inc	G130-SHOP TOOLS	21.58
4500014373	9/14/2017	Jeyco Products Inc	G130-SHOP TOOLS	18.54
4500014374	9/14/2017	DIRECTV	P280-GENERAL SVC AGRMNTS	1,074.48
4500014375	9/14/2017	SHI International Corp	I110-INFORMATION TECH	17,253.00
4500014376	9/14/2017	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	2,604.86
4500014377	9/14/2017	Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	1,446.17
4500014378	9/14/2017	Allied Refrigeration Inc	B250-BUS REPAIR PARTS	220.89
4500014379	9/14/2017	Prudential Overall Supply	G180-JANITORIAL SUPPLIES	5,425.56
4500014380	9/14/2017	Mouser Electronics Inc	B250-BUS REPAIR PARTS	493.08
4500014381	9/14/2017	W.W. Grainger Inc	G140-SHOP SUPPLIES	91.44
4500014382	9/14/2017	Home Depot USA Inc	G180-JANITORIAL SUPPLIES	2,203.59
4500014383	9/14/2017	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	2,604.86
4500014384	9/15/2017	Red Truck Fire & Safety Co.	P260-TESTING & ANALYSIS	22,770.27
4500014385	9/15/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,936.83
4500014386	9/15/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,106.70
4500014387	9/15/2017	Carlson & Beauloye Machine Shop	G130-SHOP TOOLS	2,850.00
4500014388	9/15/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	436.60

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500014389	9/15/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	330.66
4500014390	9/15/2017	Battery Systems Inc	G130-SHOP TOOLS	1,158.25
4500014391	9/15/2017	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	278.42
4500014392	9/15/2017	Applied Industrial Technologies-CA	G170-LUBRICANTS	463.86
4500014393	9/15/2017	Prochem Specialty Products Inc	G180-JANITORIAL SUPPLIES	1,265.84
4500014394	9/15/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,750.86
4500014396	9/15/2017	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,695.38
4500014397	9/15/2017	Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	20,113.31
4500014398	9/18/2017	Chromate Industrial Corporation	G150-FASTENERS	825.45
4500014399	9/18/2017	W.W. Grainger Inc	G140-SHOP SUPPLIES	554.83
4500014400	9/18/2017	Airgas Inc	G190-SAFETY/MED SUPPLIES	843.31
4500014401	9/18/2017	Kenneth Place	G130-SHOP TOOLS	447.54
4500014402	9/18/2017	Gillig LLC	B160-BUS ELECTRICAL	7,414.54
4500014403	9/18/2017	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	107.65
4500014404	9/18/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,726.20
4500014405	9/18/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,414.01
4500014406	9/18/2017	Airgas Inc	B250-BUS REPAIR PARTS	211.83
4500014407	9/18/2017	Mcmaster-Carr Supply Co	G140-SHOP SUPPLIES	196.22
4500014408	9/18/2017	Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	23,999.16
4500014409	9/18/2017	Knorr Brake Company	R160-RAIL/LRV ELECTRICAL	573.60
4500014410	9/18/2017	W.W. Grainger Inc	B130-BUS BODY	301.28
4500014411	9/18/2017	RegACar Inc	B240-BUS/VEHICLE PROCRMNT	965.00
4500014412	9/18/2017	Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	12,061.54
4500014413	9/18/2017	Herzog Technologies Inc	C120-SPECIALTY CONTRACTOR	14,440.30
4500014414	9/18/2017	Ismael Frausto	R120-RAIL/LRV CAR BODY	461.72
4500014415	9/18/2017	Graybar Electric Co Inc	M110-SUB STATION	1,007.11
4500014416	9/19/2017	Professional Contractors Supplies	G160-PAINTS & CHEMICALS	182.64
4500014417	9/19/2017	Baker Capital Limited	R160-RAIL/LRV ELECTRICAL	8,779.47
4500014419	9/19/2017	Romaine Electric Corporation	P190-REV VEHICLE REPAIRS	245.99
4500014420	9/19/2017	Transit Holdings Inc	B120-BUS MECHANICAL PARTS	3,440.68
4500014421	9/19/2017	Chromate Industrial Corporation	R190-RAIL/LRV PANTOGRAPH	951.05
4500014422	9/19/2017	General Signals Inc	M130-CROSSING MECHANISM	3,483.59
4500014423	9/19/2017	Janek Corporation	B250-BUS REPAIR PARTS	1,239.13
4500014424	9/19/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	121.70
4500014425	9/19/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	229.29
4500014426	9/19/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,713.87
4500014427	9/19/2017	Prochem Specialty Products Inc	G170-LUBRICANTS	347.06
4500014428	9/19/2017	Vericom LLC	I110-INFORMATION TECH	140.08
4500014429	9/19/2017	Wave Technology Solutions Group Inc	I120-INFO TECH, SVCS	13,200.00
4500014430	9/19/2017	Mark Carass	P120-BLDG/FACILITY REPRS	195.00
4500014431	9/19/2017	W.W. Grainger Inc	P280-GENERAL SVC AGRMNTS	31.51
4500014432	9/19/2017	Home Depot USA Inc	P110-BLDG MAINTENANCE	18.94
4500014433	9/19/2017	SHI International Corp	I140-IT CAPITAL SOFTWARE	13,641.00
4500014434	9/19/2017	Soco Group Inc	B180-BUS DIESEL	7,143.83
4500014435	9/19/2017	Home Depot USA Inc	F180-BUILDING MATERIALS	95.73
4500014436	9/19/2017	B & S Graphics Inc	B130-BUS BODY	850.86
4500014437	9/19/2017	Fox Sports Net Inc	P310-ADVERTISING SERVICES	2,709.92
4500014438	9/19/2017	Comfort Mechanical Inc	M160-SUMP PUMP STATIONS	997.00
4500014439	9/19/2017	Simmons Boardman Books Inc	P540-MAINTENANCE TRAINING	1,320.95
4500014440	9/19/2017	OneSource Distributors, LLC	G140-SHOP SUPPLIES	1,745.23
4500014441	9/19/2017	Carlson & Beauloye Machine Shop	G130-SHOP TOOLS	1,928.73
4500014442	9/19/2017	JKL Cleaning Systems	G130-SHOP TOOLS	285.93
4500014443	9/19/2017	Reid and Clark Screen Arts Co	P210-NON-REV VEH REPAIRS	219.38
4500014444	9/19/2017	California Coast Metrology Inc	P130-EQUIP MAINT REPR SVC	75.00
4500014445	9/19/2017	San Diego Crating & Packing Inc	T110-TRACK, RAIL	2,733.75
4500014446	9/19/2017	General Auto Repair	P210-NON-REV VEH REPAIRS	161.20
4500014447	9/19/2017	West End Holdings Inc	P260-TESTING & ANALYSIS	75.00
4500014448	9/19/2017	Office Solutions	G200-OFFICE SUPPLIES	535.68
4500014449	9/19/2017	Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	27,262.94
4500014450	9/20/2017	Muncie Transit Supply	B140-BUS CHASSIS	261.66

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PO Number	PO Date	Name	Material Group	PO Value
4500014451	9/20/2017	Transportation Resource Associates	I120-INFO TECH, SVCS	24,995.00
4500014452	9/20/2017	Mohawk Mfg & Supply Co	B110-BUS HVAC SYSTEMS	435.05
4500014453	9/20/2017	Transit Holdings Inc	B140-BUS CHASSIS	645.42
4500014454	9/20/2017	Industrial Maintenance Supply LLC	G150-FASTENERS	386.92
4500014455	9/20/2017	Transit Holdings Inc	B140-BUS CHASSIS	373.29
4500014456	9/20/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	225.88
4500014457	9/20/2017	Transit Holdings Inc	B160-BUS ELECTRICAL	2,553.47
4500014458	9/20/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,701.54
4500014459	9/20/2017	Staples Contract & Commercial Inc	P540-MAINTENANCE TRAINING	170.87
4500014460	9/20/2017	Flyers Energy LLC	A120-AUTO/TRUCK GASOLINE	19,487.57
4500014461	9/20/2017	Shipman & Goodwin LLP	P340-LEGAL	2,951.70
4500014462	9/20/2017	Daniels Tire Service	A110-AUTO/TRUCK TIRES	161.41
4500014463	9/20/2017	All The King's Flags	M200-YARD FACILITIES	808.38
4500014464	9/20/2017	Luminator Mass Transit, LLC	R180-RAIL/LRV LIGHTING	6,811.78
4500014465	9/21/2017	CDW LLC	I110-INFORMATION TECH	22,843.04
4500014466	9/21/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,695.38
4500014467	9/21/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	48.19
4500014468	9/21/2017	W.W. Grainger Inc	R230-RAIL/LRV MECHANICAL	209.46
4500014469	9/21/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	279.71
4500014470	9/21/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	155.35
4500014471	9/21/2017	TK Services Inc	B250-BUS REPAIR PARTS	141.48
4500014473	9/21/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,955.18
4500014474	9/21/2017	Airgas Inc	G140-SHOP SUPPLIES	2,738.12
4500014475	9/21/2017	Environmental Logistics Inc	P110-BLDG MAINTENANCE	529.00
4500014476	9/21/2017	OneSource Distributors, LLC	M140-WAYSIDE SIGNALS	603.54
4500014477	9/21/2017	Delaware Electro Industries, Inc.	G130-SHOP TOOLS	242.45
4500014478	9/21/2017	Gillig LLC	B250-BUS REPAIR PARTS	716.74
4500014479	9/21/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	200.46
4500014480	9/21/2017	Theodore Joshua Brady	P110-BLDG MAINTENANCE	675.00
4500014481	9/21/2017	Bonsall Petroleum Construction Inc	F110-SHOP/BLDG MACHINERY	181.82
4500014482	9/21/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,928.65
4500014483	9/21/2017	Kenneth Place	G130-SHOP TOOLS	290.74
4500014484	9/21/2017	West End Holdings Inc	P280-GENERAL SVC AGRMNTS	375.00
4500014485	9/21/2017	TESSCO Technologies Incorporated	B250-BUS REPAIR PARTS	84.58
4500014486	9/21/2017	Chromate Industrial Corporation	G150-FASTENERS	1,624.35
4500014487	9/21/2017	Grah Safe & Lock Inc	F110-SHOP/BLDG MACHINERY	32.33
4500014488	9/21/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	108.82
4500014489	9/21/2017	Gillig LLC	B250-BUS REPAIR PARTS	960.56
4500014490	9/21/2017	Genuine Parts Co	B250-BUS REPAIR PARTS	38.96
4500014491	9/21/2017	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	285.79
4500014492	9/21/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,695.38
4500014493	9/22/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	166.96
4500014494	9/22/2017	Willy's Electronic Supply Co	B250-BUS REPAIR PARTS	126.71
4500014495	9/22/2017	711 Print Enterprises Inc	G290-FARE REVENUE EQUIP	1,421.23
4500014496	9/22/2017	R.S. Hughes Co Inc	P540-MAINTENANCE TRAINING	1,261.32
4500014497	9/22/2017	Schunk Carbon Technology LLC	R190-RAIL/LRV PANTOGRAPH	4,728.50
4500014498	9/22/2017	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,390.76
4500014499	9/22/2017	Transit Holdings Inc	B130-BUS BODY	45.96
4500014500	9/22/2017	Midwest Bus Corporation	B130-BUS BODY	756.02
4500014501	9/22/2017	Washington-Lincoln Laurels	G250-NOVELTIES & AWARDS	1,000.00
4500014502	9/22/2017	Motorola Solutions Inc	G120-SECURITY	50,894.76
4500014503	9/25/2017	Team One Repair Inc	G290-FARE REVENUE EQUIP	724.62
4500014504	9/25/2017	Romaine Electric Corporation	B160-BUS ELECTRICAL	3,608.55
4500014505	9/25/2017	Sid Tool Co	G180-JANITORIAL SUPPLIES	248.74
4500014506	9/25/2017	Total Filtration Services Inc	R230-RAIL/LRV MECHANICAL	1,968.20
4500014507	9/25/2017	TransitTalent.com LLC	P310-ADVERTISING SERVICES	3,420.00
4500014508	9/25/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	118.31
4500014509	9/25/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,787.85
4500014510	9/25/2017	Steven Timme	G110-BUS/TROLLEY SIGNAGE	144.99
4500014511	9/25/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	65.91

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PO Number	PO Date	Name	Material Group	PO Value
4500014512	9/25/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	204.00
4500014513	9/25/2017	Norman Industrial Materials	B250-BUS REPAIR PARTS	107.28
4500014514	9/25/2017	Dell Marketing L.P.	I110-INFORMATION TECH	3,921.89
4500014515	9/25/2017	San Diego Union Tribune LLC	P450-PERSONNEL SVCS	2,943.00
4500014516	9/25/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	341.08
4500014517	9/25/2017	Newegg Business, Inc.	I110-INFORMATION TECH	409.13
4500014518	9/25/2017	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	156.66
4500014519	9/25/2017	Alliant Insurance Services Inc	P370-RISK MANAGEMENT	7,692.11
4500014520	9/25/2017	Buswest LLC	B250-BUS REPAIR PARTS	298.16
4500014521	9/25/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	525.11
4500014522	9/25/2017	TK Services Inc	B250-BUS REPAIR PARTS	1,533.71
4500014523	9/25/2017	Jeyco Products Inc	B160-BUS ELECTRICAL	773.07
4500014524	9/25/2017	Flyers Energy LLC	A120-AUTO/TRUCK GASOLINE	19,845.14
4500014525	9/25/2017	Siemens Industry Inc	R120-RAIL/LRV CAR BODY	1,830.05
4500014526	9/25/2017	Merrimac Petroleum Inc	B180-BUS DIESEL	7,725.68
4500014528	9/25/2017	Daniels Tire Service	A110-AUTO/TRUCK TIRES	50.07
4500014529	9/25/2017	West End Holdings Inc	P260-TESTING & ANALYSIS	75.00
4500014530	9/25/2017	Comfort Mechanical Inc	M160-SUMP PUMP STATIONS	996.00
4500014531	9/25/2017	OneSource Distributors, LLC	G130-SHOP TOOLS	3,361.42
4500014532	9/25/2017	Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	20,113.31
4500014533	9/25/2017	Office Solutions	G200-OFFICE SUPPLIES	89.19
4500014534	9/25/2017	American Battery Corporation	G290-FARE REVENUE EQUIP	1,020.27
4500014535	9/25/2017	Sherwin Williams Company	B250-BUS REPAIR PARTS	991.02
4500014536	9/25/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,532.47
4500014537	9/25/2017	West-Lite Supply Co Inc	R160-RAIL/LRV ELECTRICAL	810.39
4500014538	9/25/2017	Flyers Energy LLC	G170-LUBRICANTS	3,042.13
4500014539	9/26/2017	Airgas Inc	G140-SHOP SUPPLIES	2,621.02
4500014540	9/26/2017	W.W. Grainger Inc	G130-SHOP TOOLS	2,040.12
4500014541	9/26/2017	Chromate Industrial Corporation	R160-RAIL/LRV ELECTRICAL	407.30
4500014542	9/26/2017	Lorbel, Inc	M190-SDSU ELECTRICAL	31,753.19
4500014543	9/26/2017	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	1,782.50
4500014544	9/26/2017	TK Services Inc	B250-BUS REPAIR PARTS	755.31
4500014545	9/26/2017	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	288.08
4500014546	9/26/2017	San Diego Seal Inc	G290-FARE REVENUE EQUIP	168.01
4500014547	9/26/2017	Western-Cullen-Hayes Inc	T110-TRACK, RAIL	529.88
4500014548	9/26/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,781.69
4500014549	9/26/2017	Matheson Tri-Gas Inc	G130-SHOP TOOLS	157.50
4500014550	9/26/2017	Pape Material Handling	P130-EQUIP MAINT REPR SVC	300.00
4500014551	9/26/2017	Agricultural Pest Control Svcs	C120-SPECIALTY CONTRACTOR	4,434.00
4500014552	9/26/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,069.40
4500014553	9/26/2017	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	4,890.14
4500014554	9/26/2017	TK Services Inc	B250-BUS REPAIR PARTS	237.99
4500014555	9/26/2017	Prochem Specialty Products Inc	G180-JANITORIAL SUPPLIES	1,265.84
4500014556	9/26/2017	Southern Counties Lubricants LLC	G170-LUBRICANTS	5,689.20
4500014557	9/27/2017	First American Title Co	P550-REAL ESTATE	1,500.00
4500014558	9/27/2017	Ace Uniforms & Accessories	G240-UNIFORM PROCUREMENT	1,387.66
4500014559	9/27/2017	Grande & Associates	P480-EE MAINTENANCE	2,500.00
4500014560	9/27/2017	Battery Systems Inc	B160-BUS ELECTRICAL	4,420.20
4500014561	9/27/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,028.80
4500014562	9/27/2017	Waco Filters Corporation	F120-BUS/LRV PAINT BOOTHS	670.74
4500014563	9/27/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,763.19
4500014564	9/27/2017	Office Depot	G200-OFFICE SUPPLIES	352.70
4500014565	9/27/2017	Dar Fryer Hydraulics Inc	C120-SPECIALTY CONTRACTOR	1,490.00
4500014566	9/27/2017	CDW LLC	I110-INFORMATION TECH	2,666.27
4500014567	9/27/2017	F-1 Marketing Group	P310-ADVERTISING SERVICES	3,366.00
4500014568	9/27/2017	Home Depot USA Inc	G140-SHOP SUPPLIES	739.20
4500014569	9/27/2017	Marco's Canopies Inc	G140-SHOP SUPPLIES	465.48
4500014570	9/27/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	276.75
4500014571	9/27/2017	Pape Material Handling	P130-EQUIP MAINT REPR SVC	350.00
4500014572	9/27/2017	US Mobile Wireless	R240-RAIL/LRV REPR PARTS	473.52

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PO Number	PO Date	Name	Material Group	PO Value
4500014573	9/27/2017	Airgas Inc	G190-SAFETY/MED SUPPLIES	3,232.50
4500014574	9/27/2017	Siemens Industry Inc	R220-RAIL/LRV TRUCKS	70,200.00
4500014575	9/27/2017	CDW LLC	I140-IT CAPITAL SOFTWARE	40,323.67
4500014576	9/27/2017	Reid and Clark Screen Arts Co	R120-RAIL/LRV CAR BODY	80.38
4500014577	9/27/2017	Work4 Labs Inc	P450-PERSONNEL SVCS	1,200.00
4500014578	9/28/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	210.26
4500014579	9/28/2017	W.W. Grainger Inc	G140-SHOP SUPPLIES	1,338.03
4500014580	9/28/2017	Transportation Power Inc	B250-BUS REPAIR PARTS	334.81
4500014581	9/28/2017	CDW LLC	G200-OFFICE SUPPLIES	252.43
4500014582	9/28/2017	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	1,997.69
4500014583	9/28/2017	Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	1,449.84
4500014584	9/28/2017	National City Chamber of Commerce	P310-ADVERTISING SERVICES	500.00
4500014585	9/28/2017	Shilpark Paint Corp.	G160-PAINTS & CHEMICALS	318.97
4500014586	9/28/2017	Gillig LLC	B250-BUS REPAIR PARTS	801.66
4500014587	9/28/2017	SiteOne Landscape Supply Holding	F190-LANDSCAPING MAT'LS	1,817.09
4500014588	9/28/2017	Pressnet Express Inc	G230-PRINTED MATERIALS	53.88
4500014589	9/28/2017	Circle Graphics, Inc.	P310-ADVERTISING SERVICES	350.00
4500014590	9/28/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	950.38
4500014591	9/28/2017	Sunroad Auto LLC	B250-BUS REPAIR PARTS	1,214.54
4500014592	9/28/2017	Waxie Sanitary Supply Inc	G190-SAFETY/MED SUPPLIES	225.25
4500014593	9/28/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	53.88
4500014594	9/28/2017	San Diego Friction Products, Inc.	B250-BUS REPAIR PARTS	230.10
4500014595	9/28/2017	Office Solutions	G200-OFFICE SUPPLIES	1,543.90
4500014596	9/28/2017	OneSource Distributors, LLC	G130-SHOP TOOLS	2,110.91
4500014597	9/28/2017	Paul Plevin Sullivan & Connaughton	P490-MANAGEMENT TRAINING	1,125.00
4500014598	9/28/2017	Kaman Industrial Technologies	G130-SHOP TOOLS	61.92
4500014600	9/28/2017	Annex Automotive and	F120-BUS/LRV PAINT BOOTHS	310.32
4500014601	9/28/2017	Allied Refrigeration Inc	R170-RAIL/LRV HVAC	1,690.30
4500014602	9/28/2017	Flyers Energy LLC	A120-AUTO/TRUCK GASOLINE	19,755.74
4500014603	9/28/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	361.40
4500014604	9/28/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	429.90
4500014605	9/28/2017	NL2K Enterprises Inc	G200-OFFICE SUPPLIES	107.75
4500014607	9/29/2017	Brault Inc	I110-INFORMATION TECH	350.00
4500014608	9/29/2017	Transit Holdings Inc	B140-BUS CHASSIS	25,838.61
4500014609	9/29/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	716.44
4500014610	9/29/2017	Sunroad Auto LLC	B250-BUS REPAIR PARTS	176.54
4500014611	9/29/2017	The Gordian Group, Inc.	T110-TRACK, RAIL	8,976.38
4500014612	9/29/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,113.70
4500014613	9/29/2017	VisioLogix Corporation	G120-SECURITY	45,813.05
4500014614	10/2/2017	Waytek Inc	B160-BUS ELECTRICAL	28.66
4500014615	10/2/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,806.35
4500014616	10/2/2017	Waxie Sanitary Supply Inc	G140-SHOP SUPPLIES	2,104.79
4500014617	10/2/2017	Industrial Maintenance Supply LLC	G150-FASTENERS	397.36
4500014618	10/2/2017	Harbor Diesel & Equipment	G170-LUBRICANTS	24,765.80
4500014619	10/2/2017	Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	59.19
4500014620	10/2/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	29,852.91
4500014621	10/2/2017	Genuine Parts Co	B250-BUS REPAIR PARTS	425.94
4500014622	10/2/2017	Jeyco Products Inc	G150-FASTENERS	35.45
4500014623	10/2/2017	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	190.00
4500014624	10/2/2017	Comfort Mechanical Inc	M180-STATION ELECTRICAL	987.00
4500014625	10/2/2017	Home Depot USA Inc	P110-BLDG MAINTENANCE	514.99
4500014626	10/2/2017	Office Depot	G210-OFFICE FURNITURE	387.41
4500014627	10/2/2017	Fox Sports Net Inc	G260-MEDIA	11,000.00
4500014628	10/2/2017	BJ's Rentals	P160-EQUIPMENT RENTALS	1,922.26
4500014629	10/2/2017	Office Solutions	G200-OFFICE SUPPLIES	629.86
4500014630	10/2/2017	Matheson Tri-Gas Inc	G140-SHOP SUPPLIES	2,140.00
4500014631	10/2/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,781.69
4500014632	10/3/2017	Dellner Inc	R130-RAIL/LRV COUPLER	1,059.75
4500014633	10/3/2017	Gillig LLC	B130-BUS BODY	14,116.28
4500014634	10/3/2017	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	612.77

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PO Number	PO Date	Name	Material Group	PO Value
4500014635	10/3/2017	General Auto Repair	P210-NON-REV VEH REPAIRS	1,036.87
4500014636	10/3/2017	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	431.27
4500014637	10/3/2017	PGH Wong Engineering Inc	P520-A & E/DESIGN	31,500.00
4500014638	10/3/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	2,690.42
4500014639	10/3/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,136.63
4500014640	10/3/2017	Golden State Supply LLC	G140-SHOP SUPPLIES	99.64
4500014641	10/3/2017	Team One Repair Inc	G290-FARE REVENUE EQUIP	1,108.19
4500014642	10/3/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,787.85
4500014643	10/3/2017	Sunroad Auto LLC	P210-NON-REV VEH REPAIRS	245.00
4500014644	10/3/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	2,532.47
4500014645	10/3/2017	Red Truck Fire & Safety Co.	C120-SPECIALTY CONTRACTOR	54,406.68
4500014646	10/3/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	585.92
4500014647	10/3/2017	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	748.14
4500014648	10/3/2017	Muncie Transit Supply	B110-BUS HVAC SYSTEMS	9,189.63
4500014649	10/3/2017	Transit Holdings Inc	B130-BUS BODY	1,010.41
4500014650	10/3/2017	Charter Industrial Supply Inc	R220-RAIL/LRV TRUCKS	2,785.13
4500014651	10/3/2017	California Coast Metrology Inc	P130-EQUIP MAINT REPR SVC	25.00
4500014652	10/3/2017	Daniels Tire Service	A110-AUTO/TRUCK TIRES	317.55
4500014653	10/3/2017	Home Depot USA Inc	P110-BLDG MAINTENANCE	204.30
4500014654	10/3/2017	IPD Packaging Inc.	G140-SHOP SUPPLIES	112.60
4500014655	10/4/2017	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	1,028.82
4500014656	10/4/2017	Sherri Cameron	R120-RAIL/LRV CAR BODY	7,209.56
4500014657	10/4/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,794.02
4500014658	10/4/2017	711 Print Enterprises Inc	G120-SECURITY	3,123.68
4500014659	10/4/2017	Pressnet Express Inc	P380-WORKERS' COMP	290.93
4500014660	10/4/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,819.70
4500014661	10/4/2017	Soco Group Inc	B180-BUS DIESEL	7,143.83
4500014662	10/4/2017	Airgas Inc	G190-SAFETY/MED SUPPLIES	1,430.06
4500014663	10/4/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	2,543.20
4500014664	10/4/2017	Gillig LLC	B250-BUS REPAIR PARTS	424.62
4500014665	10/4/2017	ABC Construction Co., Inc.	P120-BLDG/FACILITY REPRS	99,500.00
4500014666	10/4/2017	Herzog Contracting Co	T140-TRACK, TURNOUTS	78,614.38
4500014667	10/4/2017	The Gordian Group, Inc.	T140-TRACK, TURNOUTS	2,112.27
4500014668	10/5/2017	Freeby Signs	B250-BUS REPAIR PARTS	603.40
4500014669	10/5/2017	EDCO Disposal	F110-SHOP/BLDG MACHINERY	346.00
4500014670	10/5/2017	Ray Allen Manufacturing LLC	G120-SECURITY	312.91
4500014671	10/5/2017	Southern Counties Lubricants LLC	G170-LUBRICANTS	4,460.69
4500014672	10/5/2017	MCAS Miramar Vet	G120-SECURITY	311.19
4500014673	10/5/2017	Allied Refrigeration Inc	P540-MAINTENANCE TRAINING	414.84
4500014674	10/5/2017	Body Beautiful Car Wash Inc	G120-SECURITY	767.72
4500014675	10/5/2017	Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	1,820.04
4500014676	10/5/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,806.35
4500014677	10/5/2017	Citywide Auto Glass Inc	R120-RAIL/LRV CAR BODY	2,618.33
4500014678	10/5/2017	711 Print Enterprises Inc	G120-SECURITY	720.85
4500014679	10/5/2017	Don Oleson Inc	B200-BUS PWR TRAIN EQUIP	5,529.64
4500014680	10/5/2017	Kaman Industrial Technologies	B250-BUS REPAIR PARTS	580.68
4500014681	10/5/2017	TK Services Inc	B250-BUS REPAIR PARTS	398.62
4500014682	10/5/2017	Tribologik Corporation	G140-SHOP SUPPLIES	1,831.75
4500014683	10/5/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	505.46
4500014684	10/5/2017	Louis Sardo Upholstery Inc	B130-BUS BODY	3,139.57
4500014685	10/5/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	342.60
4500014686	10/5/2017	Western Pump Inc	F110-SHOP/BLDG MACHINERY	2,871.12
4500014687	10/5/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,062.17
4500014688	10/5/2017	Uline	G200-OFFICE SUPPLIES	803.30
4500014689	10/5/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	440.54
4500014690	10/5/2017	Verdugo Testing Co Inc	F200-TANK EQUIPMENT	469.30
4500014691	10/5/2017	Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	103.78
4500014692	10/5/2017	W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	2,650.65
4500014693	10/5/2017	Office Solutions	G200-OFFICE SUPPLIES	888.72
4500014694	10/6/2017	Freeby Signs	B250-BUS REPAIR PARTS	1,239.14

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4500014695	10/6/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,131.38
4500014696	10/6/2017	Battery Power Inc.	B160-BUS ELECTRICAL	3,500.87
4500014697	10/6/2017	Annex Automotive and	F120-BUS/LRV PAINT BOOTHS	8,000.80
4500014698	10/6/2017	HDR Engineering Inc	P520-A & E/DESIGN	92,120.00
4500014699	10/6/2017	Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	607.04
4500014700	10/6/2017	Airgas Inc	G190-SAFETY/MED SUPPLIES	3,037.13
4500014701	10/6/2017	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	3,205.80
4500014702	10/6/2017	Kurt Morgan	G200-OFFICE SUPPLIES	377.64
4500014703	10/6/2017	Culligan of San Diego	G140-SHOP SUPPLIES	2,706.40
4500014704	10/6/2017	Ed Hanson's Muffler Service	B250-BUS REPAIR PARTS	240.09
4500014705	10/6/2017	Genuine Parts Co	G170-LUBRICANTS	1,229.00
4500014706	10/6/2017	Soco Group Inc	A120-AUTO/TRUCK GASOLINE	18,861.82
4500014707	10/6/2017	Hogan MFG Inc	B250-BUS REPAIR PARTS	1,275.68
4500014708	10/6/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	962.81
4500014709	10/6/2017	Tri-Signal Integration Inc	F110-SHOP/BLDG MACHINERY	284.19
4500014710	10/6/2017	Western Lift Inc	F110-SHOP/BLDG MACHINERY	1,206.81
4500014711	10/6/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	49.96
4500014712	10/6/2017	Tri-Signal Integration Inc	P110-BLDG MAINTENANCE	340.00
4500014714	10/9/2017	Wal-Mart	P480-EE MAINTENANCE	6,030.38
4500014715	10/9/2017	SHI International Corp	I110-INFORMATION TECH	5,353.02
4500014716	10/9/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	133.62
4500014717	10/9/2017	Thompson Building Materials	F110-SHOP/BLDG MACHINERY	262.20
4500014718	10/9/2017	Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	67.02
4500014719	10/9/2017	Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	1,972.00
4500014720	10/9/2017	Kenneth Place	F190-LANDSCAPING MAT'LS	180.00
4500014721	10/9/2017	Dimensional Silk Screen Inc	P240-FIXED ROUTE	237.05
4500014722	10/9/2017	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	1,922.24
4500014723	10/9/2017	Battery Systems Inc	B160-BUS ELECTRICAL	3,683.50
4500014724	10/9/2017	CDW LLC	I110-INFORMATION TECH	1,757.97
4500014725	10/9/2017	Gillig LLC	B130-BUS BODY	76.67
4500014726	10/9/2017	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	1,323.71
4500014727	10/9/2017	CDW LLC	I110-INFORMATION TECH	180.16
4500014728	10/9/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,775.52
4500014729	10/9/2017	California Sheet Metal Works	R160-RAIL/LRV ELECTRICAL	1,764.00
4500014730	10/9/2017	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	138.04
4500014731	10/9/2017	Industrial Maintenance Supply LLC	G150-FASTENERS	366.66
4500014732	10/9/2017	Soco Group Inc	B180-BUS DIESEL	8,246.36
4500014733	10/9/2017	Citywide Auto Glass Inc	R120-RAIL/LRV CAR BODY	1,776.11
4500014734	10/9/2017	Carlson & Beauloye Machine Shop	G130-SHOP TOOLS	1,724.00
4500014735	10/9/2017	General Auto Repair	A140-AUTO/TRUCK REPAIR	248.38
4500014736	10/9/2017	M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	590.00
4500014737	10/9/2017	Vinyard Doors	P210-NON-REV VEH REPAIRS	187.49
4500014738	10/9/2017	Airgas Inc	R160-RAIL/LRV ELECTRICAL	1,839.57
4500014739	10/9/2017	W.W. Grainger Inc	M110-SUB STATION	1,202.62
4500014740	10/9/2017	Buswest LLC	B200-BUS PWR TRAIN EQUIP	54.46
4500014741	10/10/2017	Kidde Technologies Inc	B200-BUS PWR TRAIN EQUIP	5,787.90
4500014742	10/10/2017	Professional Contractors Supplies	G140-SHOP SUPPLIES	1,621.38
4500014743	10/10/2017	R.B. Hornberger Co Inc	T110-TRACK, RAIL	861.20
4500014744	10/10/2017	Virginia Electronic & Lighting LLC	M140-WAYSIDE SIGNALS	3,546.00
4500014745	10/10/2017	Mohawk Mfg & Supply Co	B160-BUS ELECTRICAL	1,880.88
4500014746	10/10/2017	Transit Holdings Inc	B160-BUS ELECTRICAL	26.81
4500014747	10/10/2017	Gillig LLC	B140-BUS CHASSIS	1,535.09
4500014748	10/10/2017	Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	794.62
4500014749	10/10/2017	Allied Refrigeration Inc	G130-SHOP TOOLS	129.34
4500014750	10/10/2017	HMS Construction Inc	M120-OVRHEAD CATENARY SYS	17,208.96
4500014751	10/10/2017	Transit Holdings Inc	B160-BUS ELECTRICAL	2,738.23
4500014752	10/10/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,794.02

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PO Number	PO Date	Name	Material Group	PO Value
4500014753	10/10/2017	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	148.74
4500014754	10/10/2017	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	62.06
4500014755	10/10/2017	Pape Material Handling	P130-EQUIP MAINT REPR SVC	521.69
4500014756	10/10/2017	Steven Timme	G110-BUS/TROLLEY SIGNAGE	213.95