



AGENDA

Meeting

of the

BOARD OF DIRECTORS

of the

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

A Public Agency

October 14, 2014

8:30 AM

Santa Barbara MTD Auditorium

550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

2. ROLL CALL OF THE BOARD OF DIRECTORS

Dave Davis, Chair; Chuck McQuary, Vice Chair; Olivia Rodriguez, Secretary; Dick Weinberg, Director; Bill Shelor, Director; David Tabor, Director; Roger Aceves, Director

3. REPORT REGARDING POSTING OF AGENDA

CONSENT CALENDAR

4. APPROVAL OF PRIOR MINUTES-(ATTACHMENT-ACTION MAY BE TAKEN)

The Board will be asked to waive the reading of and approve the draft minutes for the meeting of September 30, 2014.

5. CASH REPORT-(ATTACHMENTS-ACTION MAY BE TAKEN)

The Board will be asked to review the cash report for the period of September 23, 2014 through October 6, 2014.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Members of the public may address the Board on items within jurisdiction of the Board that are not scheduled for public hearing. The time allotted per speaker will be at the discretion of the Board Chair. If you wish to address the Board under this item number, please complete and deliver to the MTD Board Clerk, a "Request to Speak" form including a description of the subject you wish to address. Additional public comment will be allowed during each agenda item, including closed session items. Please fill out the Request to Speak form and indicate the agenda item number that you wish to comment on.

RELATED TO EACH CLOSED SESSION; PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS

7. RECESS TO CLOSED SESSION- PUBLIC EMPLOYEE APPOINTMENT- (ACTION MAY BE TAKEN)

The Board will meet in closed session pursuant to Government Code Section 54957
Title: General Manager

8. ADJUSTMENT TO FISCAL YEAR 2014-15 SERVICE LEVELS- (ACTION MAY BE TAKEN)

Staff recommends that additional service hours be allocated to the Line 3-Oak Park for the current fiscal year.

9. ATTORNEY REPRESENTATION LETTER AND AGREEMENT FOR LEGAL SERVICES-(ATTACHMENT-ACTION MAY BE TAKEN)

Staff has attached a letter and agreement received by Buynak, Fauver, Archbald & Spray for the Board to review in regards to representing the Santa Barbara Metropolitan Transit District as general counsel for its legal affairs.

10. INTERIM GENERAL MANAGER'S REPORT

- a) UCSB-San Joaquin Project
- b) AVL
- c) Public Outreach Efforts
- d) Bus Replacements

11. OTHER BUSINESS AND COMMITTEE REPORTS-(ACTION MAY BE TAKEN)

The Board will report on other related public transit issues and committee meetings.

12. ADJOURNMENT

AMERICAN WITH DISABILITIES ACT: If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 963-3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.



MINUTES

Meeting

of the

BOARD OF DIRECTORS

of the

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

A Public Agency

September 30, 2014

8:30 AM

Santa Barbara MTD Auditorium

550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

Chair Davis called the meeting to order at 8:41 a.m.

2. ROLL CALL OF THE BOARD OF DIRECTORS

Chair Davis reported that all members were present with the exception of Director's Shelor, McQuary, and Rodriguez.

3. REPORT REGARDING POSTING OF AGENDA

Natasha Garduno, Executive Assistant, reported that the agenda was posted on Friday, September 26, 2014 at MTD's Administrative Office, mailed and emailed to those on the board packet list, and posted on MTD's website.

CONSENT CALENDAR

4. & 5. APPROVAL OF PRIOR MINUTES AND CASH REPORT (ATTACHMENT- ACTION MAY BE TAKEN)

Director Tabor moved to waive the reading of and approve the draft minutes for the meeting of September 16, 2014, and the cash report for the period of September 9, 2014 through September 22, 2014. Director Aceves seconded the motion. The motion passed unanimously.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

None was made.

7. AUGUST 2014 SERVICE PLAN UPDATE- (ATTACHMENT- INFORMATIONAL)

The Board received a presentation by staff of initial results of the August 2014 Service Plan changes which included adjustments to various routes. Many of the changes were needed to maintain schedule adherence as a result of increasing traffic congestion. Planning staff was out in the field during the first few weeks of the new service changes and were able to make field observations, receive input from the public, and also received input from drivers and supervisors as well.

Mr. Estrada shared that MTD is currently looking into ways to provide service to the new Sansum Clinic near Foothill and Highway 154 without having to wait until next August. Staff will look at doing a budget revision in December for the service hours and can potentially use hours that were saved by the elimination of Line 22.

8. RENEWAL OF STAFF MEDICAL, DENTAL, AND VISION INSURANCE EFFECTIVE JANUARY 1, 2015- (ACTION MAY BE TAKEN)

Staff recommended that the Board of Directors authorize the Interim General Manager to renew staff medical with Blue Shield through the Special District Risk Management Authority (SDRMA) and to

renew staff dental with Guardian for the 2015 calendar year. Director Aceves moved to approve staff's recommendation. Director Tabor seconded the motion. The motion passed unanimously.

9. INTERIM GENERAL MANAGER'S REPORT

Jerry Estrada, Interim General Manager, reported that Steve Maas, Manager of Government Relations and Compliance, and Thais Sayat, Assistant Accounting Manager attended a cost allocation workshop sponsored by the California Association for Coordinated Transportation (CalACT) on September 16th and 17th. The workshop provided a hands-on state-of-the-art process for allocating costs across modes and services.

Mr. Estrada reported that Mr. Maas attended a meeting of the Coastal Express Technical Advisory Committee (TAC). The participants discussed the ten-year plan for Coastal Express service between Ventura County and the South Coast, including the plan for incorporating MTD's Coastal Express Limited service into the regular Coastal Express service when the Limited ends next June.

A kickoff meeting was held last week for the automatic vehicle location (AVL) system project. Representatives from Clever Devices were on site for three days. The work of Bill Morris and the Operations Department, and Dale Zielinski and the Maintenance Department is much appreciated for looking at every bus and putting together plans for the installation of the equipment onboard the buses. They also worked closely with some drivers to determine the best locations for the equipment.

10. OTHER BUSINESS AND COMMITTEE REPORTS-(ACTION MAY BE TAKEN)

Chair Davis reported that meetings had been scheduled for the coming week for both the Development Committee and the External Affairs/Legislative Committee.

RELATED TO EACH CLOSED SESSION; PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS

11. CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATOR- (ACTION MAY BE TAKEN)

The Board met in closed session pursuant to Government Code Section 54957.6 and 54956.9(b)
Conference with Legal Counsel-Anticipated Litigation
MTD designated representative: Board Chair, Mr. David Davis
Unrepresented employee: Former General Manager, Ms. Sherrie Fisher

Ms. Fisher spoke under public comment and distributed a letter to the Board with her request for the deferred compensation.

Upon returning from closed session Chair Davis reported that the Board approved and ratified with a 3-1 vote the Addendum to the General Manager Employment Agreement Regarding Deferred Payment of Compensation for Ms. Fisher.

12. ADJOURNMENT

Director Tabor moved to adjourn the meeting at 9:50 a.m. Director Aveces seconded the motion. The motion passed unanimously.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of October 14, 2014
For the Period September 23, 2014 through October 6, 2014

MONEY MARKET

Beginning Balance September 23, 2014 **\$10,037,438.42**

Accounts Receivable	1,222,357.83
Measure "A"	312,860.91
Passenger Fares	167,226.53
Miscellaneous/Asset Sales	<u>404.17</u>
Total Deposits	1,702,849.44

ACH Garn/Escrow	(4,921.72)
ACH Pensions Transfer	(32,696.65)
ACH Tax Deposit	(134,114.85)
Operations Transfer	(188,590.36)
Payroll Transfer	<u>(299,363.47)</u>
Total Disbursements	(659,687.05)

Ending Balance **\$11,080,600.81**

CASH INVESTMENTS

LAIF Account	\$3,331,693.59
Money Market Account	<u>11,080,600.81</u>

Total Cash Balance **\$14,412,294.40**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$2,128,143.73)
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Working Capital **\$12,284,150.67**

**Santa Barbara Metropolitan Transit District
Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
107540	8/27/2014	SB CITY OF-REFUSE/WATER	UTILITIES	838.84	V
107669	9/24/2014	ABC BUS COMPANIES INC	BUS PARTS	240.25	
107670	9/24/2014	ACCONTEMPS DBA	CONTRACT EMPLOYMENT	2,509.50	
107671	9/24/2014	HENRY ANDREWS	RETIREE HEALTH REIMBURSEMENT	285.00	
107672	9/24/2014	GERARDO ARROYO	DMV/VTT RENEWAL	51.00	
107673	9/24/2014	AXLE TECH INTERNATIONAL D	BUS PARTS	418.83	
107674	9/24/2014	BIG BRAND TIRES, BRANDCO BILL	SERVICE VEHICLE MAINTENANCE	26.95	
107675	9/24/2014	BIG GREEN CLEANING CO. DBA	JANITORIAL SERV./SUPPLIES	440.00	
107676	9/24/2014	BNS ELECTRONICS, INC.	SY SITE RENTAL	265.83	
107677	9/24/2014	KARL BRETZ	RETIREE HEALTH REIMBURSEMENT	494.52	
107678	9/24/2014	BUYNAK, FAUVER, ARCHBALD&S	LEGAL COUNSEL	11,045.46	
107679	9/24/2014	CALIFORNIA ELECTRIC SUPPLY, I	SHOP/B&G SUPPLIES	130.74	
107680	9/24/2014	GILBERT CALLES	RETIREE HEALTH REIMBURSEMENT	60.00	
107681	9/24/2014	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	487.78	
107682	9/24/2014	CENTURY MFR	GRAFFITI WIPES	66.00	
107683	9/24/2014	STAN CISOWSKI	RETIREE HEALTH REIMBURSEMENT	203.20	
107684	9/24/2014	CLEVER DEVICES LTD	BUS PARTS	456.32	
107685	9/24/2014	COMMUNITY RADIO, INC.	GIB. SITE RENTAL	238.96	
107686	9/24/2014	CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES	403.23	
107687	9/24/2014	CIO SOLUTIONS, LP	PROFESSIONAL SERVICES	1,729.17	
107688	9/24/2014	COAST TRUCK PARTS	BUS PARTS	521.11	
107689	9/24/2014	COX COMMUNICATIONS, CORP.	INTERNET	98.00	
107690	9/24/2014	CUMMINS PACIFIC, LLC	BUS PARTS	1,955.88	
107691	9/24/2014	ALICIA DIEHL	RETIREE HEALTH REIMBURSEMENT	60.00	
107692	9/24/2014	DIESEL MARINE ELECTRIC, INC.	BUS PARTS	351.00	
107693	9/24/2014	DOCUPRODUCTS CORPORATION	COPIER COPIES & SUPPLIES	234.33	
107694	9/24/2014	DONS INDUSTRIAL SUPPLY DBA	SHOP SUPPLIES	64.11	
107695	9/24/2014	DOWNTOWN ORGANIZATION, INC	TC MAINTENANCE	450.00	
107696	9/24/2014	EBUS, INC.	BUS PARTS	1,820.17	
107697	9/24/2014	ELECTRONIC DATA MAGNETICS, I	BUS PASSES	2,069.28	
107698	9/24/2014	FEDEX dba	FREIGHT CHARGES	263.78	
107699	9/24/2014	FERRO MAGNETIC CORPORATION	BATTERY CHARGERS/PARTS	558.98	
107700	9/24/2014	FIA CARD SERVICES	MISC CREDIT CARD CHARGES	5,118.81	
107701	9/24/2014	FIDELITY INVESTMENTS INSTITU	PENSION QTRLY ADMIN FEES	1,075.00	
107702	9/24/2014	SHERRIE FISHER	RETIREE HEALTH REIMBURSEMENT	416.64	
107703	9/24/2014	MELVIN FOUNTAIN	RETIREE HEALTH REIMBURSEMENT	60.00	
107704	9/24/2014	GIBBS INTERNATIONAL INC	BUS PARTS	1,349.99	
107705	9/24/2014	GILLIG LLC	BUS PARTS	4,345.91	

Check #	Date	Company	Description	Amount	Voids
107706	9/24/2014	GARY GLEASON	RETIREE HEALTH REIMBURSEMENT	247.95	
107707	9/24/2014	GOODYEAR TIRE & RUBBER CO	LEASED TIRES	1,444.38	
107708	9/24/2014	JIM HAGGERTY	RETIREE HEALTH REIMBURSEMENT	196.00	
107709	9/24/2014	ALI HABIBI	RETIREE HEALTH REIMBURSEMENT	285.00	
107710	9/24/2014	H.G. MAKELIM CO., INC.	BUS PARTS	1,111.65	
107711	9/24/2014	HOME IMPROVEMENT CTR.	SHOP/B&G/FAREBOX SUPPLIES	106.68	
107712	9/24/2014	HR AUTOGLASS DBA	BUS PARTS/REPAIRS	190.00	
107713	9/24/2014	HYDREX PEST CONTROL	FUMIGATION	154.00	
107714	9/24/2014	IPC (USA), INC.	BUS FUEL	48,892.52	
107715	9/24/2014	LINDA LEE LACKEY	RETIREE HEALTH REIMBURSEMENT	681.15	
107716	9/24/2014	LENVIK & MINOR, INC.	ARCHITECTURAL SERVICES	8,676.66	
107717	9/24/2014	STEVE MAAS	PER DIEM-TRAVEL	120.00	
107718	9/24/2014	MC CORMIX CORP. (OIL)	LUBRICANTS	1,743.36	
107719	9/24/2014	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	2,350.26	
107720	9/24/2014	MERIDIAN RETIREMENT PLAN AD	PENSION ADMINISTRATION	770.00	
107721	9/24/2014	MCGOWAN GUNTERMANN	ANNUAL AUDIT	8,145.00	
107722	9/24/2014	MARCELO PACHECO	TOOL ALLOWANCE	300.00	
107723	9/24/2014	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	2,034.10	
107724	9/24/2014	MCI SERVICE PARTS, INC.	BUS PARTS	500.39	
107725	9/24/2014	MULTI-CONTACT, USA	BUS PARTS	968.17	
107726	9/24/2014	NEW PIG CORP.	B/G SUPPLIES (OF)	657.20	
107727	9/24/2014	NU-COOL REDI GREEN, INC	COOLANTS & SHOP SUPPLIES	475.20	
107728	9/24/2014	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	504.98	
107729	9/24/2014	PETTY CASH - ALEXANDER, NANC	MISC. PURCHASES	268.00	
107730	9/24/2014	PB-RESERVE ACCOUNT	PREPAID POSTAGE	1,500.00	
107731	9/24/2014	CAREY POINDEXTER	RETIREE HEALTH REIMBURSEMENT	564.68	
107732	9/24/2014	POWERSTRIDE BATTERY CO.	EV BATTERIES	592.77	
107733	9/24/2014	ROGERS, SHEFFIELD & CAMPBELL	LEGAL COUNSEL	2,052.00	
107734	9/24/2014	SANTA BARBARA CITY COLLEGE	PARKING CITATION	50.00	
107735	9/24/2014	SM TIRE, CORP.	BUS TIRE MOUNTING	2,249.92	
107736	9/24/2014	SMART & FINAL	OFFICE/MEETING SUPPLIES	66.38	
107737	9/24/2014	STAPLES INC. & SUBSIDIARIES	OFFICE SUPPLIES	800.64	
107738	9/24/2014	THE LIGHTHOUSE	SHOP SUPPLIES	128.17	
107739	9/24/2014	THE MEDCENTER	MEDICAL EXAMS	5,915.00	
107740	9/24/2014	TANK TEAM INC.	TANK TESTS	997.60	
107741	9/24/2014	INTERSTATE CAPITAL CORPORAT	UNIFORMS	2,418.24	
107742	9/24/2014	VALLEY POWER SYSTEMS, INC.	BUS PARTS	5,297.80	
107743	9/24/2014	VERIZON CALIFORNIA	TELEPHONES	1,866.06	
107744	9/24/2014	VERIZON WIRELESS	WIRELESS PHONES	793.82	
107745	9/24/2014	VOLT	CONTRACT EMPLOYMENT	1,848.00	
107746	9/24/2014	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	441.61	

Check #	Date	Company	Description	Amount	Voids
107747	9/24/2014	WAYNE'S TIRE INC.	VEHICLE TIRES	1,690.59	
107748	9/24/2014	WESLEY E. WILLIAMS	DMV/VTT REIMBURSEMENT	51.00	
107749	9/24/2014	WOODY'S, CATERING BY WOODY'	EMPLOYEE RELATIONS	1,000.00	
107750	9/24/2014	ALEXANDER YOUNG	RETIREE HEALTH REIMBURSEMENT	285.00	
107751	9/24/2014	SANTA BARBARA NEWSPRESS	BUS SCHEDULE BOOKLETS	12,612.45	
107752	9/25/2014	SB CITY OF-REFUSE/WATER	UTILITIES	838.84	
107753	10/3/2014	BICKMORE INC	WC ACTUARIAL REVIEW	1,900.00	
107754	10/3/2014	MARY DEAIL	PAYROLL RELATED	106.15	
107755	10/3/2014	STATE OF CALIFORNIA/FTB	PAYROLL RELATED	183.03	
107756	10/3/2014	NATIONAL INTERSTATE INS INC.	LIABILITY INSURANCE	15,880.86	
107757	10/3/2014	OR DEPT OF JUSTICE	PAYROLL RELATED	145.11	
107758	10/3/2014	ANN BRADY OTTIERI	PAYROLL RELATED	277.00	
107759	10/3/2014	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	1,060.00	
107760	10/3/2014	KAREN SEELEY	PAYROLL RELATED	75.69	
107761	10/3/2014	SANTA BARBARA SHERIFF'S DEPT	PAYROLL RELATED	384.53	
107762	10/3/2014	SB CITY OF-REFUSE/WATER	UTILITIES	2,573.16	
107763	10/3/2014	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	469.72	
107764	10/3/2014	VAQUERO SYSTEMS	PROFESSIONAL SERVICES	1,125.00	
				189,429.20	
Current Cash Report Voided Checks:				0.00	
Prior Cash Report Voided Checks:				838.84	
Grand Total:				\$188,590.36	

**Santa Barbara Metropolitan Transit District
Cash Receipts of Accounts Receivable**

Date	Company	Description	Amount
9/26/2014	UCSB Campus Sustainability	Advertising on Buses	3,480.00
9/29/2014	Cottage Hospital	Passes/Token Sales	157.50
9/29/2014	Department of Rehabilitation	Passes/Token Sales	20.00
9/29/2014	Idea Ventures Inc./SC Public Radio	Advertising on Buses	9,565.90
9/29/2014	UCSB - Parking Services-7001	Passes/Passports Sales	8,716.00
9/29/2014	UCSB - Parking Services-7001	Passes/Passports Sales	240.00
9/29/2014	United Way, Santa Barbara County	Advertising on Buses	2,385.00
10/1/2014	21st Century Insurance	Insurance Claim	1,607.19
10/2/2014	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 9/19	4,243.28
10/2/2014	Local Transportation Fund	SB 325 - Sept. 2014	740,332.96
10/2/2014	Measure A, Section 3 LSTI	Measure "A" Funds - Sept. 2014	189,025.87
10/6/2014	ASTI Holding Company, LLC	Overpass Property Lease - Oct. 2014	15,310.45
10/6/2014	City of SB - Browning Allen	Downtown Shuttle - July 2014	83,425.91
10/6/2014	City of SB - Browning Allen	Downtown Shuttle - August 2014	78,219.66
10/6/2014	City of SB - Browning Allen	Downtown Shuttle - Sept. 2014	79,580.91
10/6/2014	County of Santa Barbara	Passes/Token Sales	2,585.00
10/6/2014	Jim Haggerty	Retiree - Vision	12.20
10/6/2014	UCSB Bookstore	Passes/Passport Sales	3,450.00
Total Accounts Receivable Paid During Period			\$1,222,357.83



BOARD OF DIRECTORS REPORT

MEETING DATE: OCTOBER 14, 2014 **AGENDA ITEM #: 8**

TYPE: ACTION

PREPARED BY: GEORGE AMOON

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: Adjustment to Fiscal Year 2014-15 Service Levels

RECOMMENDATION:

Staff recommends that additional service hours be allocated to the Line 3 – Oak Park for the current fiscal year.

DISCUSSION:

As discussed during the recent update by staff to the Board regarding August 2014 service changes, Sansum Clinic transferred many specialty services to a new clinic located on Foothill Road just east of Highway 154 this past summer. Currently, Line 10 – Cathedral Oaks provides service to the new facility. However, it is limited to five to six trips per day and focused mostly on the AM and PM peak hours.

Proposed Solution

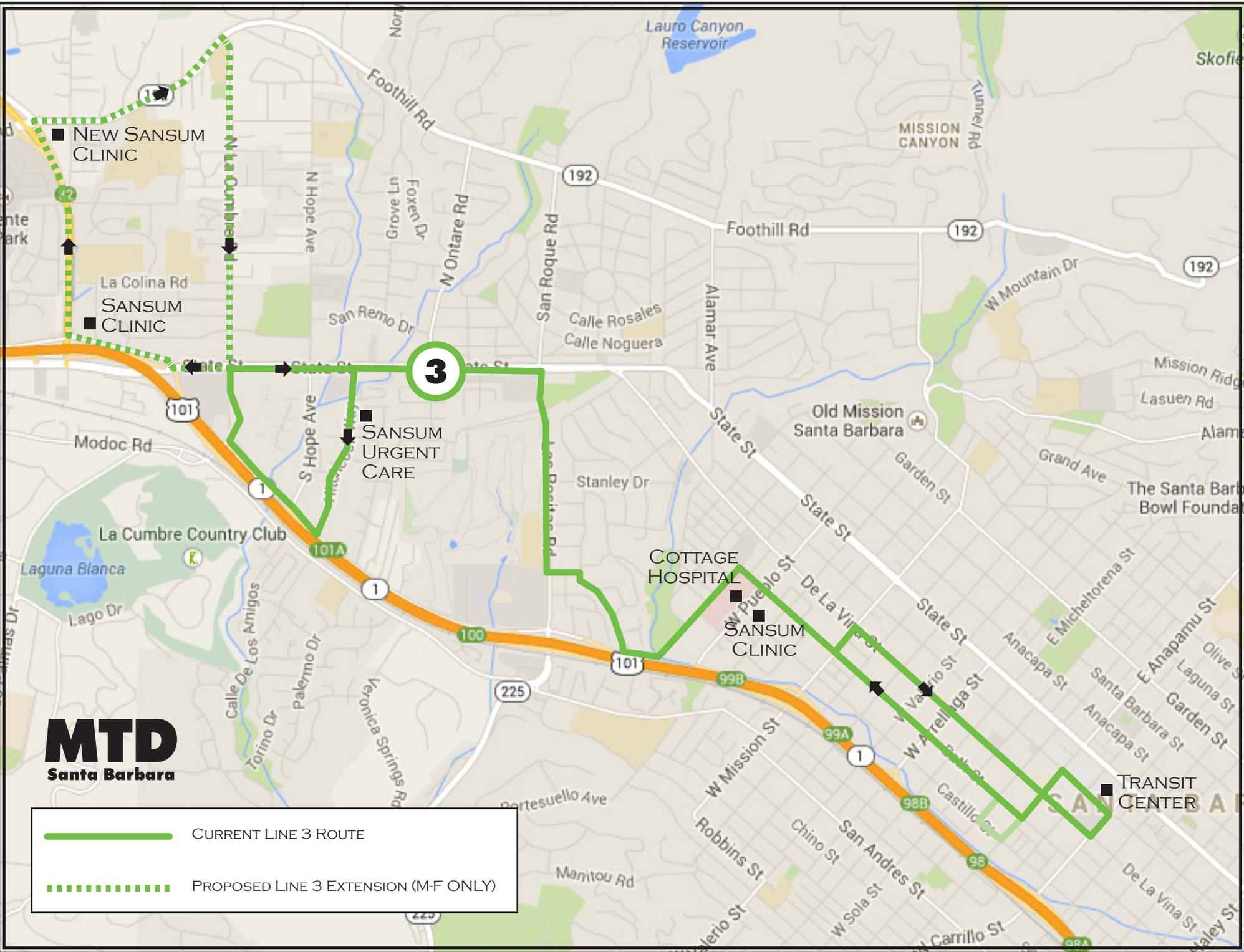
To provide adequate service to the clinic, staff is proposing to extend Line 3 – Oak Park in a one way clockwise direction along Calle Real, Highway 154, Foothill Road and La Cumbre¹. The proposed additional service to the new clinic would be provided from 7:45 AM to 5:15 PM at a frequency of every half hour on weekdays only, which coincides with the clinics business hours.

A significant benefit of the proposed service change is that the Line 3 – Oak Park, which originates at the Transit Center, will serve multiple medical facilities. Along with the new Sansum Clinic on Foothill Road, the Line 3 – Oak Park will serve Cottage Hospital, Sansum Clinic across from Cottage Hospital, Sansum Urgent Care on Hitchcock Way and the Sansum Clinic on Pesetas. As a result, patients will be able to travel to multiple appointments in one day. The additional service will also provide weekday service to those residing in the upper La Cumbre and Cieneguitas Road neighborhoods to the Transit Center and other lines to transfer beyond the current limited Line 10 – Cathedral Oaks service.

If the proposed additional service begins with the December 15th bid, it would result in an additional 1,296 or (.64%) service hours for the remainder of this fiscal year².

¹ See attached route map

² The District budgeted 203,218 service hours for fiscal year 2014-15.



MTD
Santa Barbara

	CURRENT LINE 3 ROUTE
	PROPOSED LINE 3 EXTENSION (M-F ONLY)



BOARD OF DIRECTORS REPORT

MEETING DATE: OCTOBER 14, 2014 **AGENDA ITEM #: 9**

TYPE: ACTION

PREPARED BY: Natasha Garduno

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: Attorney Representation Letter and Agreement for Legal Services

DISCUSSION:

Staff has attached a letter and agreement received by Buynak, Fauver, Archbald & Spray for the Board to review in regards to representing the Santa Barbara Metropolitan Transit District as general counsel for its legal affairs.



BUYNAK · FAUVER · ARCHBALD · SPRAY

ATTORNEYS

820 STATE STREET, 4TH FLOOR
SANTA BARBARA, CA 93101

(805) 966-7000 OFFICE
(805) 966-7227 FAX

DOUGLAS B. LARGE
PARTNER

DIRECT (805) 966-7757
DLARGE@BFASLAW.COM

September 10, 2014

Mr. Jerry Estrada, General Manager
Santa Barbara Metropolitan District
550 Olive Street
Santa Barbara, CA 93101

**Re: Continuing Legal Representation
BFAS Retention Letter**

Dear Jerry:

To comply with California State Bar Rules, BFAS is required to have a current Retention Agreement with each of our clients. Although MTD has been a valued client of Archbald & Spray, LLP since the '90s, I need a current Retention Agreement with my new firm for our files. Our current retention letter for clients, utilizing the same rates you are currently paying, is attached for your signature and return in the enclosed self-addressed envelope.

If you have any questions or concerns, please do not hesitate to give me a call at 805.966.7757.

Thanks for allowing BFAS to be of continuing service for MTD's legal needs.

Best regards,

BUYNAK, FAUVER, ARCHBALD & SPRAY LLP

Douglas B. Large, Partner

DBL:kaa

Enclosures: Current Fee Agreement, Letter and Standard Terms
Self-Addressed Envelope



BUYNAK · FAUVER · ARCHBALD · SPRAY

ATTORNEYS

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SANTA BARBARA, CA 93101

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September 10, 2014

Mr. Jerry Estrada, General Manager
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101

Privileged and Confidential
Attorney – Client Privilege
(Evidence Code §950 et seq.)

**Re: Legal Representation
 Agreement for Legal Services**

Dear Mr. Estrada:

Thank you for selecting Buynak, Fauver, Archbald & Spray, LLP (“BFAS”) to represent the Santa Barbara Metropolitan Transit District as general counsel for its legal affairs. We strive to provide each of our clients with efficient and effective legal representation in all of our many practice areas.

California Business and Professions Code §6148 and the California State Bar require that agreements for legal services be in writing. We therefore submit this letter agreement, along with our Standard Terms and Conditions for Legal Representation, for your careful consideration and acceptance as the District’s General Manager.

I will continue to be the attorney primarily responsible for the provision of legal services. My hourly billing rate, as well as all other BFAS attorneys or staff who work on District matters, will remain the same as those the District is currently paying. The District will receive a consolidated statement showing the time and costs expended on its behalf each month during our representation.

At BFAS we pride ourselves on having attorneys, paralegals, and legal assistants with various areas of legal expertise. Thus, whenever possible, we discuss cases among ourselves, or assign projects to a particular person, in order to take advantage of each other’s particular knowledge and experience. As a result, other attorneys, paralegals, and legal assistants may assist in your representation, with their time billed in accordance with the Standard Terms and Conditions.

Mr. Jerry Estrada, General Manager
Santa Barbara Metropolitan Transit District
September 10, 2014
Page 2 of 2

No retainer is requested at this time. If one is requested in the future (e.g. for a consultant retention), the retainer will be held in accordance with the provisions in the attached Standard Terms and Conditions.

If this letter and the attached Standard Terms and Conditions for Legal Representation meet with your approval for the District, please sign this copy of your acceptance, returning it to BFAS.

It is of paramount concern to us that you, as the General Manager of our client, are satisfied with our services and the fees charged for rendering those services. If, at any time, you have concerns or questions regarding our representation, statements or other matters, please do not hesitate to call me.

Thank you for the honor to continue to represent the District.

Sincerely,

BUYNAK, FAUVER, ARCHBALD & SPRAY, LLP



Douglas B. Large, Partner

Acceptance and Agreement

Santa Barbara Metropolitan Transit District

Jerry Estrada, General Manager

DBL/kaa

Attachments: Standard Terms and Conditions for Legal Representation
Signature Page Copy
Return Envelope



BUYNAK · FAUVER · ARCHBALD · SPRAY

ATTORNEYS

Standard Terms and Conditions for Legal Representation

It is important that you have a clear understanding of the terms and conditions for your representation by Buynak, Fauver, Archbald & Spray, LLP. We have set forth those terms and conditions in the accompanying Letter Agreement and this attachment.

1. Cooperative Effort. As your attorneys, we will provide you with the legal services reasonably required to represent you on the matters identified in the attached Letter Agreement, consistent with our ethical obligations.

As our client, we expect that you will fully cooperate with us in the evaluation, investigation and preparation of your case or matter, that you will appear at meetings and proceedings we deem necessary, that you will be open, truthful and advise us of all relevant facts and developments, will promptly respond to our requests and make necessary decisions, keep us advised of your address and contacts (fax and telephone numbers, e-mail, etc.) and promptly pay our monthly statements.

2. Financial Responsibilities. The fees for our representation are based on the current prevailing hourly rates for the time our attorneys and paralegals spend on your matter(s). Time expended on your matter is multiplied by the applicable hourly rates and yields the fees due and payable monthly by you.

Our current range of hourly rates for services is: Partners \$375-\$600/hr., Principal Attorneys \$250-\$400/hr., Associate Attorneys \$200-\$400/hr., Paralegals, Law Clerks \$150-\$250/hr.

Our hourly rates, along with these terms and conditions, are updated each January, with an annual increase of 10% or less, depending on our business costs. You are presumed to have agreed to these changes if you do not discharge us as your attorneys within thirty (30) days after receiving our updated billing.

The initial legal personnel assigned to your representation are set forth in the accompanying Letter Agreement, along with their hourly rates. We reserve the right to assign alternate and additional legal personnel to your representation as needed in our judgment. Contract attorneys and paralegals may be utilized in our efforts on your behalf and these are billed at \$400/hour and \$175/hour, respectively, or less, irrespective of their cost to us.

3. Monthly Statements and Payments. Monthly statements will be sent to you by U.S. regular mail setting forth the fees, costs and expenses incurred in the course of our legal representation of your interests. A monthly statement can be sent by email, if requested. Your payment of our monthly statements must be received by us by the last day of the month in which you receive our statement.

Checks, fund transfers and credit cards are acceptable as payment towards your monthly statement. A form authorizing use of a credit card is required and the information is securely maintained in our Accounting Office and will remain in effect until the expiration of the credit card account. A client may also revoke this form by submitting a written request. Notification needs to be made if the credit card is lost or stolen.

Should your payment not be timely made by the end of the month, we reserve the right to immediately discontinue our legal services. It is impractical or extremely difficult to determine the losses and damages we experience by your failure to timely pay your statement, as our organization is not set up to monitor late payments or engage in collection activities. Thus, if your payment of any statement is not timely received by us by the last day of the month in which you receive a statement, a service charge of 1.5% per month or 18% per annum will be charged on the balance due.

Should you have any concerns or questions regarding your statement, you should immediately discuss these with the primary attorney handling your legal matters or our Firm Manager. In the absence of any written objection, you will, within thirty (30) days of your receipt of our statement, be deemed to have accepted and acknowledged the statement as correct. Payments received are applied to the oldest outstanding invoice. Notations and advisements on checks will not be honored or accepted.

In addition to your regular monthly statement, you may request additional statements or reports concerning your account. We will provide you with such additional payments or reports within ten (10) days of your request at a cost of \$50.00 for each extra statement or report so long as it can be immediately generated by our system. Otherwise such accounting support is billed at \$150.00 per hour.

4. Billing Practices. As will be reflected on our monthly statements, the time of our personnel regarding your matter or case is billed in minimum increments of tenths of an hour (six minutes).

Time spent on telephone calls and e-mails relating to your matter(s) is charged, including telephone calls with you, opposing parties, opposing counsel, witnesses and other persons or entities relating to your matter(s). Legal personnel assigned to your case may confer among themselves or with others, in which event, each person will charge for the time expended. We charge for waiting time and for travel time, both local and out of town.

If any attorney or paralegal of Buynak, Fauver, Archbald & Spray, LLP is required to testify or participate in discovery, trial preparation or other proceedings in conjunction with your legal matters, whether during or after our representation, you are obligated to pay for their time, costs and expenses in accordance with this Agreement.

5. Internal and External Costs. In addition to our fees, you will be billed for internal and external costs and expenses related to your case.

Internal costs and expenses include photocopying and other reproduction costs, facsimiles, local and long distance telephone charges, messenger delivery costs, postage and local mileage. These costs and expenses are billed to, and payable by, you at a rate of 3% of fees, as has been determined by our study of the relationship of internal costs to our fees.

External costs and expenses include those instances in which we pay third parties, such as consultants and investigative costs; court or administrative fees; mediation, arbitration or special master fees; non-local travel and lodging; legal research and extraordinary computer programs to manage your particular case. You authorize us to incur such external costs, which we deem necessary for your matter(s). External costs are billed to, and payable by, you at our costs plus a 15% administrative charge.

6. Retainers. Retainers are generally required before commencing services. Whether or not a retainer is required by the accompanying Letter Agreement, a retainer or an additional retainer may be requested at any time in the future, which you agree to deposit within fifteen (15) days of our request. Any retainers that are held on your behalf will be placed in the Buynak, Fauver, Archbald & Spray, LLP Trust Account without interest to you unless you make other arrangements with our Firm Manager. The law requires that all interest earned on funds deposited to the general Buynak, Fauver, Archbald & Spray, LLP Trust Account be forwarded to the California State Bar for its Legal Service Trust Fund Program.

You may request that your retainer or other deposits to Buynak, Fauver, Archbald & Spray, LLP be placed in a separate interest bearing account for your benefit. If so, you will be charged \$150 to establish the account and \$75 per month service charge.

Our retainers are true retainers and are not an advance against fees. Thus, you are required to promptly pay all monthly statements even though you have a retainer with us. Any retainers held in our trust account may be withdrawn by us, at our discretion, for the purpose of paying outstanding billings for services rendered or costs and expenses incurred or advanced. If your retainer is applied to your account, you will be requested to provide further retainers according to the terms described above. Upon completion of our representation and payment of your final statement in full, all retainers maintained in our trust account will be returned to you.

As an additional retainer and security for the payment of our fees, costs and expenses, we are granted all general, possessory or retaining liens and all special or charging liens upon any recovery, judgment, settlement, or property due you, resulting from our representation.

7. Completion or Termination of Representation; Records. It is our goal to maintain a constructive and positive relationship with you, for your current representation and for future representations. However, either you or Buynak, Fauver, Archbald & Spray, LLP may discharge the other at any time by providing thirty (30) days advance, written notice to the other at last known addresses. Should you not engage our services for a period of twelve consecutive months, it is agreed that our representation has been terminated by you and our responsibilities for your legal matters concluded. In the event of such termination of our representation and our responsibilities to you, we are thereafter free to represent persons and entities adverse to you in other legal matters, including business arrangements and litigation; it being agreed that you are waiving such actual or potential conflicts of interest and that after one year of inactivity, we will be presumed to not be in our possession of any confidential or proprietary information or materials.

Upon such discharge or termination, your files will be stored for a period of three (3) years before destruction, unless your files are requested by you beforehand. If you do not request the return of our files within the three (3) years of our discharge or termination, it is agreed that, we have the right to destroy your files without further notice to you. Computerized documents, messages, email, etc., however, are normally destroyed within thirty (30) days.

8. Disclaimer of Any Warranty, Guaranty or Estimates. Unless a specific opinion regarding the subject matter of our representation or an estimate of fees, costs and/or expenses is rendered to you in writing, we disclaim any opinions by our legal personnel concerning the subject matter of our representation and any estimates of fees, costs and expenses. Nothing in this Agreement and any attorney's statement to you is to be construed as a promise or guarantee about the outcome of your case or matter. Our attorneys make no such promises or guarantees. Attorneys' comments about the outcome of your case or matter are expressions of opinion only. Should FAX, e-mail, cell phone or similar communication methods be utilized, we disclaim any liability for unauthorized third party retrieval of the communication unless you restrict our use of such communication methods in advance, in writing.

9. Disputes. Any controversy or claim arising out of or relating to fees and/or costs incurred under this Agreement shall be submitted to and determined by binding arbitration before the Santa Barbara County Bar Association pursuant to Business and Professional Code Sections 6200 *et seq.* All other disputes between arising out of or relating to this Agreement or the professional services rendered to you shall be determined by arbitration in Santa Barbara, California, before a sole arbitrator. The arbitration shall be conducted by JAMS (Judicial Arbitration and Mediation Service) pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. Each side shall bear its own costs and attorney fees in said arbitration.

10. Miscellaneous. California law governs our arrangements, with venue for all purposes in the County of Santa Barbara, California. Should any part of this Agreement for legal services be found to be invalid or unenforceable for any reason, the remainder shall not be affected thereby. All individuals executing an agreement for legal services on behalf of an entity certify and warrant that they have the capacity and have been authorized to do so and if they are not so authorized, they are individually responsible for all fees, costs and expenses accrued. Unless you advise us otherwise in writing, it will be understood that we may use your name (individual and business) in our marketing efforts, along with the general nature of our representation as well as our participation with your transaction and with your transaction.

This memorandum and the accompanying Letter Agreement constitute the entire agreement between you and the Buynak, Fauver, Archbald & Spray, LLP regarding the terms and conditions of our representation of your interests; no other agreement, change, modification, statement, promise or representation, either prior to or after this Agreement will be binding, unless it is in writing signed by all parties; each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

To: MTD Board of Directors
From: Jerry Estrada, Interim General Manager
Date: October 10, 2014
Subject: Interim General Manager's Report

Planning

UCSB is planning to seek approval of both the 2010 Long Range Development Plan and the Coastal Development Permit for the 1,000 student bed San Joaquin housing project from the California Coastal Commission (CCC) in November. To help offset the demand that will be created from the San Joaquin project, MTD and UCSB signed an agreement earlier this year to provide enhanced transit service to Lines 24x and 12x beginning in August 2015 and a new Line 38 beginning in August 2016, funded by UCSB.

Staff met with the City of Goleta Public Works Department on September 23rd to discuss the Hollister Avenue Bikeway Project extending from Pacific Oaks Road to Ellwood Elementary School along the south side of the road. There are four Line 25 bus stops within the project area. After the discussion, staff followed up by submitting a comment letter with its suggestions for the project as it pertains to the bus stops.

Operations

The 28th annual California Avocado Festival took place October 3rd – 5th in Carpinteria; no extra service was added. The line 36 (Seaside Shuttle) was detoured due to the street closures (right on Elm, left 5th, left Linden, right 6th, left Maple to Carpinteria Ave. Two stops Elm and Maple were missed). Signage was posted with directions to the nearest bus stop. Both the lines 20 and 21x experienced increased ridership, and were marginally delayed. No service was lost.

In the past week, operations spent time with Clever Devices personnel to work out the best locations for the onboard cameras. Clever Devices representatives were very receptive and open to MTD's ideas and requests. Several drivers were on hand to give their opinions on the proposed location for the driver input screen.

Marketing & Outreach

MTD was at the Westside Health & Family Day on Sept. 13th, which was held at the Westside Boys & Girls Club. This was a well attended event and many of the participants acknowledged their use of public transportation as their primary source of transportation.

Specially produced schedule guides (11 x 17) have been distributed to senior groups and community centers all around Santa Barbara, including residential

communities, the Braille Institute, Franklin Center, and the Louise Lowry Davis Center.

Contact has been made with the activity directors of all major senior living communities and we are beginning to schedule Power Point presentations, along with a bus and driver to familiarize and encourage seniors to leave their cars at home and take the bus. We are also developing "Day Trip" itineraries to encourage seniors to get out into the community without having to drive. Our first presentation of the season will be at Samarkand on Oct. 9th.

MTD had a booth at the Senior Expo at Earl Warren Showground's on Oct. 1st. There were over 2,000 seniors in attendance and we had a chance to talk to them about using the 10 ride pass as a means of supplementing other forms of transportation if they were reluctant to give up driving or if they rely on family members to drive them. Many people came up to the booth to inquire about bus service to the new Sansum Clinic on Foothill Rd.

Administration

The City of Santa Maria filed a lawsuit in August against the State of California Department of Finance and additional parties in which MTD was listed. The lawsuit was related to the dissolution of the Redevelopment Agencies. MTD received the summons in September and upon review by legal counsel it was discovered that the case against MTD and many other parties was dismissed.

Staff attended a meeting of SBCAG's Technical Transportation Advisory Committee (TTAC) on Thursday, September 4. MTD is a voting member of the Committee. TTAC recommended that the SBCAG Board approve SBCAG staff to submit two applications for Caltrans planning grants. TTAC also reviewed SBCAG's draft "State of the Commute" report and a proposal from the California Air Resources Board to require MPOs to update their greenhouse gas emission targets.

On October 7th, staff participated in a "webinar" held by the Federal Transit Administration to discuss upcoming changes to National Transit Database reporting requirements.

MTD has engaged Transit Resource Center for carrying out inspections services for the recently placed order for three Gillig 40' buses, which will be paid for with Proposition 1B-PTMISEA funds. Such services will also include the Buy America audit for two additional buses, bringing the total to five, which will be partially funded with federal §5339 funds. While MTD waits for the FTA §5339 grant to be approved on the federal level, obligation of the funds is awaiting Caltrans' completion of its internal review. Caltrans, not MTD, is the grantee and direct recipient of the funds."

Staff met with Blackbird Architects and Ken Mills yesterday to discuss and review the Superstop bid and construction phases. Blackbird was asked to provide an updated proposal for these final segments of their Superstop contract services. While bid documents were prepared last year, the specifications need to be updated to incorporate public works requirements. Mr. Mills will be working with the City to finalize the technical specifications. We expect to be issuing the invitation for bids in early December. Staff intends on bringing the matter to the Facility Committee at that time for an information update.

MTD has requested Certified Environmental Consultants to provide a quote for abandoning four groundwater monitoring wells at Olive Terminal. The wells, installed during the soil remediation work in 2003, were used to monitor contaminant levels following the remediation. The County has indicated that monitoring is no longer necessary because the contaminant levels have been significantly below the threshold values levels for several years now.

Attached is a copy of the comment letter submitted by MTD related to the County's Goleta Valley Community Plan Update for the Eastern Goleta Valley Draft Environmental Impact Report.

September 30, 2014

Brian A. Tetley, Senior Planner
123 E. Anapamu Street
Santa Barbara, CA 93101

Re: Opportunity Site 1 – Goleta Valley Community Plan Update for the Eastern Goleta Valley Draft Environmental Impact Report

Dear Mr. Tetley:

On behalf of the Santa Barbara Metropolitan Transit District (“MTD”), we respectfully submit the following comments in response to the Draft Goleta Valley Community Plan Update for the Eastern Goleta Valley Environmental Impact Report (“Draft EIR”). MTD is the owner of the three (3) assessor parcels known as 059-140-004, 059-140-005, and 059-140-006 and identified in the Draft EIR as Opportunity Site 1 (hereafter “Opportunity Site 1” or “MTD Site”).

Throughout the process of the Eastern Goleta Valley Community Plan (“Community Plan”), MTD has urged the County of Santa Barbara (“County”) to include alternative analyses in the Draft EIR for the MTD Site. Instead, the Draft EIR analyzes Opportunity Site 1 with a 20 unit per acre zoning designation on only 10.2 acres and retains agricultural zoning on the remaining 6.8 acres. As a consequence, this split zoning for the MTD Site is the only residential alternative studied in the Draft EIR.¹ MTD is disappointed to see that County limited the discussion of our community’s overriding public need for housing by failing to include alternatives in the Draft EIR that (1) study the rezoning of the MTD Site *in its entirety* to DR-20 and (2) analyze another appropriate residential density that covers the entire 17 acre MTD Site at a density sufficient to incorporate a variety of housing types and affordability.

¹ While the Reduced Growth Alternative studies the MTD Site with a zone of PRD 120, this Alternative does not meet MTD’s or the Project Objectives.

MTD has a strong interest in using Opportunity Site 1 for a well-planned transit oriented development that is appropriate for our community and compatible with surrounding uses. MTD is concerned that the County is planning to zone the MTD Site in such a way that MTD may be unable to construct a transit-oriented development. Not only was the site historically zoned residential², it is in a perfect location for transit oriented development. It is on or adjacent to major transit routes and fronts the Highway 101 Corridor. It also borders a variety of urban land uses, including high and moderate density residential uses, highway commercial development and a major government center that would benefit from MTD's desired development. The Draft EIR itself recognizes that Opportunity Site 1 is one of the only locations truly suitable for housing because of its close proximity to "transportation routes, commercial uses and public services." (Draft EIR, p. 4.1-33)

Rezoning the MTD Site with higher density would also address a variety of the County's policy objectives. It would make housing affordable to members of the community, reduce greenhouse gas emissions and the impacts of climate change, improve the job/housing balance and maximize the use of land to preserve natural resources. With the passage of SB 375 and the County's incorporation of its principles in its long-range planning, MTD is particularly interested in developing a transit oriented development that places higher residential density near transit, jobs, institutional and commercial uses. The County would benefit from a project that coordinates land use and transportation planning with the goal of reducing automobile reliance and associated greenhouse gases.

Development that includes a variety of housing, including housing affordable to low and moderate income families and the workforce, requires high density. The Community Plan and the Draft EIR limit that ability by studying Opportunity Site 1 at a density *up to* 20 units per acre and only on 10.2 of the 17 plus acres. While the rezoning creates the illusion that the MTD Site will be rezoned with higher density of 20 units per acre, it actually limits development to approximately 12 units per acre, if the entire 17 acres is considered as a whole.

MTD respects the County's desire to preserve agricultural properties. However, MTD questions the County's decision to maintain A-1-5 zoning on 6.8 acres of Opportunity Site 1. The Draft EIR states "a portion of the site would retain its agricultural designation and zoning to provide a buffer to surrounding uses, protecting visual and environmental resources." (Draft EIR,

² Prior to the 1993 Community Plan, the entire MTD Site was designated for residential density of 12.3 units per acre or approximately 209 units. The prior Goleta Community Plan Final EIR included an alternative analysis that analyzed the impacts of a 215 unit residential development on the MTD Site. When the site was rezoned for agriculture, MTD understood that was on an "interim basis." MTD never expected such zoning would remain long-term and limit MTD's opportunity for development.

p. 4.1-33) But, the purpose of A-1 zoning is “to provide standards that will support agriculture as a viable land use and encourage maximum agricultural productivity,” not to protect visual and environmental resources (County Zoning Code Section 35.21.020(A)(1)).

Further, the County has yet to identify which 6.8 acre portion of the MTD Site will remain as A-1-5. This makes understanding the intent of such split zoning even more difficult. The MTD Site is comprised of two (2) legal parcels and three (3) assessor parcels and no combination of these parcels equals 6.8 acres.

MTD is aware that the site may contain environmentally sensitive habitat. If the intent of the A-1-5 zoning is to preserve open space and/or protect environmental habitat onsite, the MTD requests the County go about it another way. The Design Residential Zone (DR) already places a significant restriction on development by mandating that a minimum of forty percent (40%) of the net site acreage be reserved for the life of the project as common open space. (County Zoning Code Section 35.23.060(B)(b)) Interestingly, and likely not coincidentally, forty percent (40%) of 17 acres is exactly 6.8 acres. There are various other County policies in place to protect sensitive habitat and ensure appropriate buffers are considered. In addition, the community has an important voice in the planning process to help ensure any project approved considers their concerns. If the intent of the County is to preserve open space and provide buffers for development, all of this can occur more clearly and more effectively by zoning all of Opportunity Site 1 with the DR-20 designation.

MTD believes the County may be making an unnecessary compromise by preserving agricultural zoning on Opportunity Site 1. Doing so will place unrealistic expectations in the public’s minds that the 6.8 acres will actually be viable for agriculture both physically and economically. While the MTD Site was previously used for row crops, it has lain fallow for approximately 15 years. The Draft EIR acknowledges the site is no longer appropriate for urban agriculture. This is especially true if only 6.8 acres are zoned A-1-5.

The Draft EIR considers what is needed to make a piece of land viable for agriculture. The MTD Site *in its entirety* was considered to develop a score on the County’s Weighted Point System to assess its potential for active agricultural production. It resulted in an overly generous score of 52 points, well below the County’s 60-point threshold. (Draft EIR, p. 4.4-34) The Draft EIR states, “the 17 acre site is not of sufficient size or productive capability to be economically attractive to an agricultural lessee. The constraints on the 6.8 acres of land that is to remain zoned for Agriculture . . . are even more pronounced making the site infeasible for commercial farming.” (P. 4.4-34.) It was determined that Agricultural impacts related to developing the site with housing on 10.2 acres are less than significant. An analysis considering housing on the entire MTD Site would also result in a less than significant determination.

Further, the Draft EIR states “there are no lands within the vicinity of the MTD site that are either currently supporting agricultural uses or that are zoned for agricultural uses.” (4.4-40) Then Draft EIR continues and states “[a]pproximately 6.8 acres of the MTD site would retain its A-1-5 zoning designation and could potentially support agricultural uses in the future. But, as discussed under Impact AG-1 for the MTD Site, the remaining 6.8-acre agricultural lot will have a reduced farming potential.” MTD contends that these statements are generous and without support. The previous pages of the Draft EIR cited above make clear that commercially farming the MTD Site “*is infeasible*”. Accordingly, MTD questions the wisdom and benefits of split zoning Opportunity Site 1 to include agriculture.

The Draft EIR discusses the potential environmentally sensitive portions of Opportunity Site 1, but fails to reconcile how, given this potential, the MTD Site can contain both the residential density needed for the County to obtain their required housing goals as well as viable agriculture.³ Should the County approve a split zone, the MTD Site would include 6.8 acres of virtually undevelopable and un-farmable land designated for agriculture, four (4) acres or more of open space due to the Design Residential forty percent (40%) rules, and only 6 acres or fewer to develop 204 housing units. From a development standpoint, the ability to consider all 17 acres of the MTD Site for development would allow for the design of a project that is compatible with surrounding uses with a variety of open space and housing types that far better fits the community’s needs and goals.

In addition, maintaining 6.8 acres of land zoned for agriculture may further limit the development potential on the remaining 10.2 acres because any future project would need to comply with Policy LUA-EGV-1.2 and Development Standard LUA-EGV-1B, both of which mandate that non-agricultural development adjacent to agriculturally designated property must include buffers to protect the agricultural land. Therefore, despite the acknowledged fact that the 6.8 acres is not viable for agriculture, these buffers could still be required. These potential buffers may also be in addition to any buffers required should it be determined that environmentally sensitive habitat exists onsite.

Eliminating the split zoning and/or analyzing Opportunity Site 1 at a greater density should not cause unmitigable significant impacts. The Draft EIR demonstrates that most impacts related to developing Opportunity Site 1 are less than significant. For example, traffic impacts related to Opportunity Site 1 are less than significant and studying additional density will likely demonstrate that impacts would continue to be less than significant or less than significant with mitigation. The only Class 1 impacts identified in the Draft EIR for Opportunity Site 1 relate to biological resources which will be further vetted during a project level review. The Draft EIR

³ Any prime agricultural soil on the MTD Site appears to coincide with the area also identified as containing potentially environmentally sensitive habitat (see Draft EIR, Figure 4.4-3).

does not propose mitigation that reduces significant impacts to less than significant at this time although mitigation to alleviate impacts to environmentally sensitive habitat is available. An analysis of the DR zone on the entirety of the site will not enhance this significant impact and mitigation for such impacts will continue to be required for development at a project level.

MTD also requests that a couple technical corrections be made to the Draft EIR:

- On page 4.4-23 the MTD Site is incorrectly identified as 16.87 acres rather than 17.2 acres.
- On page 4.4-27 the Draft EIR states “Existing agricultural areas would be generally maintained; however, there are exceptions to this such as two housing opportunity sites that are zoned for agricultural use and contain existing agriculture.” It is incorrect to state that Opportunity Site 1 contains existing agriculture as the land has lain fallow for years since approximately 2000.

In order to allow consideration of these alternatives by the Planning Commission and Board of Supervisors, MTD urges the County to expand the alternatives analysis in the Draft EIR (1) to study the rezoning of the MTD Site *in its entirety* to DR-20 and (2) to analyze another appropriate residential density that covers the entire 17 acre MTD Site at a density sufficient to incorporate a variety of housing types and affordability. Thank you for your consideration, and we trust that the County will incorporate our concerns in a Revised Draft of the EIR.

Sincerely,



David Davis
Chairman of the Board



Jerry Estrada
Interim General Manager