

Board of Directors  
NATALIE ARROYO  
City of Eureka  
REX BOHN  
County of Humboldt  
STEVE LADWIG  
City of Trinidad  
JULIE WOODALL  
City of Rio Dell  
PAUL PITINO  
City of Arcata  
TAMI TRENT  
City of Fortuna  
MIKE WILSON  
County of Humboldt

HTA Board Staff  
GREG PRATT  
General Manager  
BRENDA FREGOSO  
Secretary to the Board



Humboldt Transit Authority  
Governing Board of Directors  
HTA Conference Room - 133 V Street Eureka

**AGENDA**  
**TELECONFERENCE**

**ZOOM MEETING INSTRUCTIONS**  
**MEETING ID: 674 131 2040**  
**BY PHONE 1 (408) 638-0968**  
**BY COMPUTER: <https://us02web.zoom.us/j/6741312040>**

**Wednesday, December 2, 2020**

**9:00 AM**

**Regular Meeting**

**A. Call Meeting To Order**

**B. Roll Call & Introductions**

**C. Community Members Communication**

Members of the community are invited to comment on items or issues not on the agenda.

**D. Special Presentations**

Comparative Analysis of Electric and Hydrogen Transit Fleets

A representative from the Schatz Energy Research Center will give the board a presentation on their final draft analysis of alternative fuels and infrastructure for HTA.

**E. Consent Calendar**

By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the consent calendar upon request and will be heard separately.

1. Minutes from the October 7, 2020 Regular Board Meeting

Page 03

**Action Recommended: Approve minutes**

2. Maintenance & Parking Agreement for AMRTS Vehicles.

Page 05

This is a contract for HTA to provide parking and regular preventive maintenance inspections, maintenance and repair service, tune-ups, repairs, and fuel, for the City's A&MRTS transit vehicles.

***Action Recommended: Approve the Agreement for Parking and Maintenance and Repair Service for the City of Arcata's transit buses and authorize the General Manager to sign all applicable documents***

**F. Items Removed from Consent Calendar**

G. Reports

1. July 2020 statistics and financial statements for all systems operated by HTA.

Handout

***Action Recommended: Receive and file***

H. New Business

1. Unmet Transportation Needs Public Hearing for FY 2021/22

Page 12

The Transportation Development Act requires the Unmet Transportation Needs Process to be completed annually.

- A. *Open a public hearing to allow citizens to comment on transit needs in Humboldt.*
- B. *Close the public hearing and direct staff to forward a summary of the meeting to the Humboldt County Association of Governments.*

I. Board Communications

J. Staff Communications

K. Closed Session: None

L. Adjournment

*Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.*

*Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.*

**MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY**

**REGULAR BOARD MEETING VIA TELECONFERENCE**

**October 07, 2020**

**PRESENT**

Board Members

Rex Bohn, County of Humboldt  
Paul Pitino, City of Arcata  
Natalie, Arroyo, City of Eureka  
Tami Trent, City of Fortuna  
Julie Woodall, City of Rio Dell

**ABSENT**

Steve Ladwig, City of Trinidad  
Mike Wilson, County of Humboldt

Staff

Greg Pratt, General Manager  
Brenda Fregoso, Secretary to the Board  
Brian Connors, Operations Manager  
Alene Webb, Finance Manager  
Consuelo Espinosa, Safety & ADA Coordinator  
Jim Wilson, Director of Maintenance  
Schuetzle

Also, in attendance was Nancy Diamond; HTA Legal Counsel; Jerome Carman, Schatz Energy Research Center; Leann Schuetzle, AMRTS; Oona Smith, HCAOG; Latanya Jacob, Eureka Resident.

**CALL TO ORDER**

Chairperson Pitino called the meeting to order at 9:01 a.m. General Manager Greg Pratt took roll call.

**COMMUNITY MEMBERS COMMUNICATION**

Latanya Jacob, Eureka resident addressed the board regarding the procedure during the meeting when she would like to discuss an item on the agenda. Latanya was advised of the procedure.

**SPECIAL PRESENTATIONS**

**Comparative Analysis of Electric and Hydrogen Transit Fleets**

Jerome Carman with Schatz Energy Research Center gave the board a presentation on their recent research of alternative fuels and infrastructure for HTA.

**CONSENT CALENDAR**

**By motion, recommended the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.**

*Motion by Councilmember Arroyo, second by Councilmember Trent to approve the Consent Calendar.*

*Motion carries unanimously*

1. Minutes from the September 2, 2020 Regular Board Meeting

***Action Recommended: Approve minutes***

2. General Manager Salary Adjustment

The Board completed a performance review of the General Manager and determined that his performance merits a salary increase within the approved General Manager salary range.

***Action Recommended: Approve salary increase for the General Manager of 3% per quarter for fiscal year 2020-2021 beginning July 1, 2020.***

**Items removed from the Consent Calendar**

None

**REPORTS**

1. June 2020 statistics and financial statements for all systems operated by HTA

General Manager Greg Pratt gave the board and update on the reports and announced that all systems did meet their fare box.

***Action Recommended: Receive and File***

**NEW BUSINESS**

None

**OLD BUSINESS**

None

**BOARD COMMUNICATIONS**

Councilmember Arroyo discussed with the board Creative Bus Stops. She indicated that City Manager Miles, Greg and herself will meet in the near future to further discuss. Greg suggested that Natalie reach out to EPD as well.

**STAFF COMMUNICATIONS**

None

**CLOSED SESSION**

1. Public Comment  
None
2. The Board met in closed session at 9:50 a.m. pursuant to Government Code Section 54956.8 to discuss a real property matter, Location: 104 W Street, Eureka, CA 95501
3. Report out of closed session  
Nothing to report

**ADJOURNMENT**

Meeting adjourned at 10:05 a.m.



133 V Street  
Eureka, CA 95501

*A Public Entity Serving Humboldt County Since 1976*

Office: (707) 443-0826  
Fax: (707) 443-2032  
[www.hta.org](http://www.hta.org)

TO: Chair Pitino  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: December 2, 2020

SUBJECT: Amendment of A&MRTS Maintenance Contract

HTA has been providing maintenance for the City of Arcata's transit buses since 2001 with the last contract amendment taking place in 2008. Because of the increase of tires, wages, insurance, and including indirect costs to the contract, staff has found that a few revisions are necessary. The Arcata City Council approved the amendment at their November 4, 2020 board meeting.

A summary of the changes are as follows:

- Monthly payment increased from \$7,500 to \$11,250
- Five-year term
- General liability insurance increase from \$2,000,000 to 5,000,000.

**Action Recommended:** Approve the Agreement for Parking and Maintenance and Repair Service for the City of Arcata's transit buses and authorize the General Manager to sign all applicable documents.

## **AGREEMENT FOR PARKING AND MAINTENANCE AND REPAIR SERVICE**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the CITY OF ARCATA, a municipal corporation of the State of California (hereinafter called "City"), and HUMBOLDT TRANSIT AUTHORITY, a joint powers public entity of the State of California (hereinafter called "Contractor").

### **WITNESSETH:**

WHEREAS, City operates a public transit system known as the Arcata & Mad River Transit System ("A&MRTS"); and,

WHEREAS, City desires to contract with Contractor for parking of, and to receive regular maintenance services and repairs on City's A&MRTS transit vehicles; and,

WHEREAS, Contractor desires and has the capacity to provide such parking and regular maintenance service for City's A&MRTS transit vehicles; and,

WHEREAS, Contractor possesses the power under California Government Code Section 6502 and the joint exercise of powers agreement under which it is constituted to provide such services and receive payment therefor;

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

1. Operation and Management. Contractor is hereby engaged by City to provide parking and regular preventive maintenance inspections, maintenance and repair service, tune- ups, repairs, and fuel, for the City's A&MRTS transit vehicles, as hereinafter provided.
2. Term. The term of this Agreement shall commence as of the Effective Date first above written, and shall remain in effect for a period of five (5) years unless sooner terminated as provided hereinafter. Upon notification by either party to the other in writing at least 30 days prior to the termination of the Agreement, this Agreement and each of its provisions may be extended for an additional term of five (5) years.
3. Personnel. Contractor shall at all times provide sufficient personnel to render the preventive maintenance inspection, maintenance, and repair service as provided for herein. Contractor shall hire, supervise, and discharge all personnel involved in the inspection, maintenance, and repair service as provided herein. Contractor shall make all reasonable efforts to insure that maintenance personnel are thoroughly qualified. Contractor shall compensate all personnel, and shall pay all state, federal, and local employment taxes and any benefits or other compensation due said personnel by virtue of their employment. The relationship of employer and employee shall exist only between Contractor and Contractor's personnel. Contractor shall, at Contractor's expense, maintain Workers' Compensation insurance to cover all personnel during their employment by Contractor.

4. Business Office. Contractor shall maintain a local office and listed telephone under its own name. The office shall remain open 8:00 a.m. to 4:30 p.m., closed between noon and 1:00 p.m. for lunch, Monday through Friday, except holidays. Office and facilities shall be located within the city limits of the City of Eureka or within three miles thereof.
5. Shop Hours. Contractor shall maintain a local maintenance shop within its own facility. The shop shall remain open 5:30 a.m. to 11:30 p.m., Monday through Friday and 7:00 a.m. to 8:30 p.m., Saturday, except holidays.
6. Maintenance. Contractor shall service and maintain all City owned vehicles used in the operation of the A&MRTS transit system and shall at all times keep the vehicles in a neat and clean condition. Said equipment shall be maintained in accordance with the maintenance specifications as specified by the manufacturer and to the satisfaction of the California Highway Patrol. Contractor shall provide for, and bear the cost of, periodic lubrication of the buses and cleaning the exterior and interior of the vehicles. Contractor shall also provide for fueling the buses, tires, oil and other maintenance not otherwise specifically provided herein and shall bear the cost of such maintenance up to and amount which can be covered by the payments for this contract agreement as provided for under Section 15 of this agreement. In addition, Contractor shall keep such maintenance records as deemed appropriate by City. Such records shall include records of all maintenance and checks performed on vehicles, listed according to date, mileage, and engine hours. Contractor shall maintain records showing total maintenance costs, labor time, operating costs, and periods of out-of-service for each vehicle.
7. Repairs of A&MRTS Vehicles. Repairs to City's A&MRTS vehicles necessitated by collision with fixed or non-fixed objects will be borne by Contractor; provided, however, that if such repair costs over \$250.00, Contractor will pay the first \$250.00, and City will pay the portion over \$250.00. Repairs necessitated by causes other than collision and costing over \$250.00 per occurrence will be paid as follows:
  - A. Contractor will pay the first \$400.00, and the City will pay the cost of repairs in excess of \$400.00.
  - B. Contractor will pay the full cost of such repairs as are caused by faulty maintenance by Contractor.
  - C. All repairs in excess of \$1,000.00 necessitated by any cause shall be approved by City before being made.

Repairs covered under this paragraph include, but are not limited to, collision, and those non-scheduled repairs which are not part of regular maintenance schedule as described in paragraph 6.

8. Road Calls. Contractor shall, at Contractor's expense, provide roadside repairs for City's A&MRTS vehicles. Contractor shall keep records of road calls including all repairs performed on vehicle during such road call.
9. Parking Facility. Contractor shall provide a secured parking space for each A&MRTS bus when that bus is not in service. Contractor shall also provide a secured parking space for one (1) A&MRTS support vehicle

being used for driver relief transportation while that vehicle is not in service.

10. Annual California Highway Patrol Terminal Inspection. Contractor shall provide comprehensive maintenance records and support personnel, as well as any other maintenance related documentation required for a California Highway Patrol annual terminal/equipment inspection. Personnel records, such as driver licenses, drug testing records, medical examinations, etc., which are required by said annual inspections, will continue to be maintained by the City of Arcata.
11. Inability to Perform. The parties hereto shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, other acts of God, explosion, strike, war, insurrection, riot, acts of any government, and/or other causes similar to the foregoing which are beyond the control of, and not the fault of the party claiming excuse of performance hereunder; provided, however, the party claiming excuse of performance hereunder shall, within five (5) days after such party has notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse of performance under this paragraph. In the event Contractor is excused from performing its obligations hereunder for any of the aforesaid reasons, City may, at City's absolute discretion, perform all such obligations itself without liability to Contractor therefor.
12. Equal Employment Opportunity. Contractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, religion, national origin, ancestry, age, disability, sexual orientation, medical condition, marital status, or denial of family-care leave, medical-care leave, or pregnancy-disability leave.
13. Status. In the performance of its obligation hereunder, Contractor shall act as an independent contractor and shall have control of their work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with the City. Contractor is not to be considered an agent, employee or officer of the City.
14. No Assignment. Neither party shall assign, transfer, or otherwise substitute its interest in this Agreement or its obligation hereunder without the written consent of the other.
15. Compensation. City agrees to pay Contractor for the performance of the service set forth in this Agreement the monthly fixed amount of \$11,250.00; provided, however; that if this Agreement commences on a day other than the first day of the month or terminates on a day other than the last day of the month, City shall pay to Contractor a prorated portion of the monthly rent for the first and/or last month of this Agreement. Additionally, in the event Contractor is excused from performing its obligations for reasons described in Section 11 of this Agreement, during the month(s) of such events, City shall pay Contractor a prorated portion of the monthly rent for the number of days in which Contractor was excused from performing its obligations.
16. Termination Without Cause. The parties hereto at any time shall have the option to terminate this Agreement without cause by giving written notice thereof to the other party not less than fifteen (15) calendar days prior to the effective date of such termination, which effective date shall be set forth in



said Notice. In the event of termination hereunder, further respective obligations of the parties hereto shall cease as of the effective date of termination.

17. Public Liability and Property Damage Insurance. All Maintenance and Repair of A&MRTS vehicles shall be performed at Contractor's risk. Throughout the duration of this Agreement, Contractor shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. Coverage shall be at least as broad as the following limits:

- a. General liability insurance in the minimum amount of \$5,000,000 per occurrence, covering bodily injury, including death, and property damage arising out of Contractor's performance under this Agreement.

Such policies of insurance shall name City, its governing board, officers, agents, and employees, as additional insureds and shall constitute primary insurance as to said additional insureds so that any other policies held by them shall not contribute to any loss under said insurance.

- b. Automobile liability insurance covering all autos in the amount of \$5,000,000 per accident for bodily injury and property damage.
- c. Workers Compensation Insurance covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

Throughout the period of this Agreement, City shall maintain in full force and effect the following policies of insurance:

- a. General liability insurance in the minimum amount of \$2,000,000 per occurrence, covering bodily injury, including death, and property damage arising out of City's performance under this Agreement.
- b. Automobile liability insurance covering all autos in the amount of \$2,000,000 per accident for bodily injury and property damage.

Such policies of insurance shall name Contractor, its governing board, officers, agents, and employees, as additional insureds and shall constitute primary insurance as to said additional insureds so that any other policies held by them shall not contribute to any loss under said insurance.

18. Indemnity:

For all claims arising from the work defined in Section 1 of this agreement, Contractor shall indemnify and save harmless the City, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of Contractor, its officers, agents, employees and/or servants.

For any claims arising from the City's transit operations, the City shall indemnify and save harmless

Contractor, its officers, agents, employees, and servants from all claims, suits, or action of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City, its officers, agents, employees, and/or servants, excluding Contractor's negligence in performing services under Section 1 of this agreement.

19. Amendment. This Agreement may be amended or modified only by a written agreement signed by both parties.
20. Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties. The provisions of this paragraph may not be waived except as herein set forth.
21. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.
22. Disputes. City and Service Provider agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
23. Notices. All notices herein required shall be in writing and delivered in person or sent by United States mail, postage prepaid.

Notices to Contractor shall be addressed as follows:

General Manager  
Humboldt Transit Authority.  
133 V Street  
Eureka, CA 95501-0844

Notices to City shall be addressed as follows:

City Manager  
City of Arcata 736 F Street  
Arcata, CA 95521

24. Supersedes Previous Agreements. This Agreement supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.
25. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the respective parties and their legal representatives, successors, assigns, except as provided above.

26. Attorney's Fees. If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, we execute this Agreement and make it effective as of the date first above written.

CITY OF ARCATA:

ATTEST:

---

BY: Karen Diemer  
City Manager

---

BY: City Clerk

CONTRACTOR:

ATTEST:

---

BY:  
Chair of the HTA Board

---

BY: Secretary to the Board



**HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS**  
**Regional Transportation Planning Agency**  
**Humboldt County Local Transportation Authority**  
**Service Authority for Freeway Emergencies**  
611 I Street, Suite B  
Eureka, CA 95501  
(707) 444-8208  
www.hcaog.net

<p><b>AGENDA ITEM 6</b> HCAOG Board Meeting November 19, 2020</p>
---

---

DATE: November 12, 2020  
TO: HCAOG Policy Advisory Committee  
FROM: Marcella May, Executive Director  
SUBJECT: **Public Hearing to Receive Comments on Unmet Transit Needs (UTN)  
for FY 2021-22**

**Contents:**

- Staff Summary
- Citizen Public Participation Process

**Staff Summary:**

The Unmet Transit Needs process is held annually to help improve local and regional transit services per California's Transportation Development Act (TDA) legislation. Before HCAOG allocates Local Transportation Funds (LTF) for streets and roads, or for purposes not directly related to public transit, or facilities used exclusively by pedestrian and bicyclists, HCAOG must assess its jurisdiction's unmet transit needs.

This process is led by HCAOG's Social Services Transportation Advisory Council (SSTAC). The SSTAC works with transit operators in the region to determine if a request meets the definition of an unmet transit need. Those that meet the definition are analyzed to determine if the need is "reasonable to meet," according to adopted definitions.

The public outreach process begins annually with HCAOG conducting a citizen participation process to receive public comment concerning transit needs within the region. This year, eight public hearings were held by HCAOG and member agencies to receive comments on unmet transit needs. Comments may also be submitted to HCAOG via the website, in person, mail, or telephone. HCAOG accepts transit needs comments year-round. Those received by December 31, 2020 will be included in the 21-22 UTN Report of Findings.

Based on testimony received and HCAOG's adopted criteria and definitions, the HCAOG Board will ultimately make one of the following findings:

- (a) there are no unmet transit needs; or
- (b) there are no unmet transit needs which are reasonable to meet; or
- (c) there are unmet transit needs, including those that are reasonable to meet.

Due to the coronavirus pandemic, transit systems in the region lost an average of 70% of ridership. We would therefore like to include in this year's discussion, the public's view of returning to or using transit once the pandemic subsides and the stay at home order is lifted.



**HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS**  
**Regional Transportation Planning Agency**  
**Humboldt County Local Transportation Authority**  
**Service Authority for Freeway Emergencies**  
611 I Street, Suite B  
Eureka, CA 95501  
(707) 444-8208  
[www.hcaog.net](http://www.hcaog.net)

## **Citizen Participation Process for Assessing Unmet Transit Needs**

### **Transportation Development Act**

The Humboldt County Association of Governments (HCAOG) is responsible for allocating Transportation Development Act funds for public transportation services within the region. Each year the Unmet Transit Needs process is carried out to identify and evaluate any potential needs that are not being met through existing public transportation services. HCAOG is required to assess unmet transit needs prior to allocating any TDA funds for purposes *not* directly related to public transit.

The effects of the Coronavirus (Covid-19) has been detrimental to all transit agencies statewide. This year HCAOG would like to get feedback from the public on improvements that could be implemented to encourage ridership.

### **Public Process to Make a Finding**

HCAOG's Social Services Transportation Advisory Council (SSTAC) leads the public participation process. Although only one public hearing is required, approximately ten public meetings are held to gather public suggestions. The SSTAC considers all public testimony and input, determines if the suggestions meet the adopted definition of an unmet transit need and applies adopted criteria to determine if the need is "reasonable to meet".

At the end of the process, the SSTAC will forward one of the following findings to the HCAOG board for consideration:

- (a) there are no unmet transit needs; or
- (b) there are no unmet transit needs which are "reasonable to meet"; or
- (c) there are unmet transit needs, including those that are "reasonable to meet"

Transportation Development Act funds must be allocated first to unmet transit needs, which are found to be reasonable to meet within a jurisdiction, before any remaining funds can be allocated for non-transit purposes, such as bicycle and pedestrian facilities or streets and roads.

### **Opportunities for Public Comment on Unmet Transit Needs**

- Comments can be submitted online at: <http://hcaog.net/documents/unmet-transit-needs>
- Utilization of Social Services Transportation Advisory Council (SSTAC) members for information sharing among the community; and
- One of ten public meetings.
- Comment submittals by email or telephone: [marcella.clem@hcaog.net](mailto:marcella.clem@hcaog.net)/444-8208

## UNMET TRANSIT NEEDS DEFINITION & REASONABLE TO MEET CRITERIA

**Unmet transit needs** are, at a minimum:

- (1) Trips requested from residents who do not have access to public transportation, specialized transportation, or private transport services or resources for the purpose of traveling to medical care, shopping, social/recreational activities, education/training, and employment; or
- (2) Proposed public transportation, specialized transportation, or private transport services identified in the following, but not limited to: a Transportation Development Plan, Regional Transportation Plan, Coordinated Public Transit–Human Services Transportation Plan.

HCAOG Plans can be found at: <http://hcaog.net/library>

Additionally, unmet transit needs do not include:

- ❖ Improvements funded or scheduled for implementation in the next fiscal year. Due to Covid-19, there are no new improvements funded or scheduled for the next fiscal year. Two potential new services that will be reevaluated this year are:
  - Express bus service between McKinleyville and Eureka during peak hours
  - Late Night Weekday Service on the Regional Transit System
- ❖ Minor operational improvements or changes such as bus stops, schedules, and minor route changes. Minor operational improvements are changes to service which do not affect the operating cost of the transit service either by requiring additional staff and/or additional vehicle hours of service or miles of service.
- ❖ Trips for primary or secondary school transportation
- ❖ Sidewalk improvements or street and road needs

**Reasonable to meet** criteria:

- (1) To be considered “reasonable to meet”, a service must be operationally feasible and financially sustainable, as defined below:
  - a) The service must have adequate roadways, and must be safe to operate.
  - b) Enough money should be available from identified sources of funding to pay for the marginal operating costs of the service continuously for three years.
- (2) The service must be projected to meet a minimum “marginal farebox-return-ratio” of 10 percent within 2 years. If multiple competing services are requested, other factors may also be considered such as estimated subsidy per passenger trip and passengers per vehicle hour of service. For new service, ridership and farebox-return-ratio thresholds will be considered.
- (3) Pursuant to the requirements of TDA Statutes (Public Utilities Code Section 99401.5c, a determination of needs that are “reasonable to meet” shall not be made by comparing unmet transit needs with the need for streets and roads, for the allocation of TDA funds.
- (4) Once a service is determined to be “reasonable to meet” and is implemented, it can be expected that the ridership in the first 1-2 years of the new service will be less than the projected optimal ridership. Ridership should be evaluated at 6-month intervals to determine if service is meeting performance standards adopted by the transit provider, and specifically, whether the service meets a minimum 10 percent marginal farebox-return-ratio. If the service is being adequately promoted and fails to be within 60 percent of the identified standards after six months, 90 percent with the first year, or 100 percent within two years, the service may be cancelled and deemed “no longer reasonable to meet.” An exception to this rule is when a community or group is willing to participate in sharing the ongoing cost of the new service.