



DATE: JANUARY 30, 2019

TO: ATN BOARD OF DIRECTORS

FROM: EXECUTIVE DIRECTOR

RE: AGENDA ITEM #18

RECOMMENDATION:

Authorize Executive Director to submit a Franchise Application to the City of Anaheim to amend and renew ATN’s Franchise Operating Standards for public transportation services

DISCUSSION:

ATN has an opportunity, every seven years, to conduct a thorough review of its franchise, its services, development(s) in the community, and industry direction and request a franchise agreement amendment commensurate with local needs to ensure longevity of ART services and ATN’s ability to meet transportation needs of the community it serves.

The upcoming franchise application aims to strengthen ATN’s stature and ability to provide ART service. This requests for amendment of the ATN’s franchise proposes to build on the current guiding principles of transportation services with attention to customer service and constituent need while proposing to expand to include flexibility to allow for future services such as Mobility as a Service models, mobile payment options and real-time information availability and MicroTransit on-demand delivery models. Traditional transit will continue to be the backbone of ATN’s service, while allowing for industry and consumers guide ATN for future needs of the community to:

1. Consolidation of ATN facilities to enhance safety and security;
2. Provide transportation/mobility options to meet or exceed prescribed service standards;
3. Enhance passenger experience, exceed the expectations of a changing marketplace including next-generation mobility technologies and mobility solutions;
4. Monitor and best utilize City assets, including bus stops and curbs, specifically in The Anaheim Resort® Area;
5. Address traffic mitigation measures and the reduction of vehicle miles traveled (VMTs) and carbon footprint;
6. Meet and exceed air quality mitigation measures including the transition to zero emission/electrification of fleet operations (in advance of CARB requirements)



The franchise application outlines specific operating standards and recommendations for provision of transportation services in the City of Anaheim. Should the City of Anaheim decide to apply these operating standards on other qualified transportation operators.

With the approval by the ATN Board of Directors, ATN staff will formally submit franchise application to the City of Anaheim in February 2019. Once the franchise agreement is formally submitted to the City of Anaheim, the document will go through a formal approval process outlined below:

- 1st Council Meeting (March) - Resolution declaring the City Council's intention to hold a public hearing and to grant a franchise;
- Public hearing 20 to 60 days from adoption of the initial resolution;
- The Anaheim City Clerk will publish adopted Resolution in the Anaheim Bulletin twice – once a week for two successive weeks, within 15 days of passage of Resolution;
- 2nd Council Meeting (April/May) - Public Hearing for Introduction of Ordinance;
- If the City Council determines any changes should be made in the terms and conditions upon which the franchise is proposed to be granted, a new resolution of intention shall be adopted, and another public hearing shall be held;
- 3rd Council Meeting (May) - Adoption of Ordinance
- Ordinance Effective 30 days later (June 2019)
- Within 10 days after adoption of the ordinance, applicant shall submit franchise fee and written acceptance of the franchise to the City Clerk's Office

ATN, in coordination with its Government Affairs consulting team, is beginning to meet with City of Anaheim policymakers and stakeholders. These meetings will concentrate on gathering input and comments prior to consideration by the entire City Council.



BACKGROUND INFORMATION:

The relationship between the City of Anaheim and Anaheim Transportation Network (ATN) goes back to the formation of ATN in 1995 as part of the Anaheim Resort Specific Plan. Since initial formation of ATN, the relationship strengthened, and analogous transportation initiatives and requirements were added to other Specific Plans and environmental documents throughout Anaheim to support transportation programs and services throughout Anaheim.

An opportunity to further address public need for transportation services was identified in the City of Anaheim Charter, Section 1400, Article XIV. Upon consultation with the City of Anaheim in 2004, ATN decided to submit a franchise application, and was awarded a non-exclusive franchise agreement to operate ART service.

On May 5, 2011, ATN applied to amend the original franchise application to provide public transportation services within the city of Anaheim and other areas within the city. Pursuant to the procedures set forth in Article XIV of the Charter of the City of Anaheim, on May 17, 2011, the City Council adopted Resolution No. 2011-068 approving the amended franchise application. This allowed ART to provide transportation services within the limits of the city of Anaheim, including The Anaheim Resort®, The Platinum Triangle™, downtown and other areas in the city designated by the City Manager; provided that a minimum of 98 percent or more of the annual vehicle trip miles are operated within City of Anaheim limits. Subsequently, the 2018 franchise application approval was done as a 12-month administrative extension of the ATN Franchise Agreement.

Section 1400 of Article XIV of the Charter of the City of Anaheim establishes procedures for the award of franchises by the City; provides that any person, firm or corporation furnishing the City or its inhabitants with transportation may be required by ordinance to have a franchise therefor; and further provides that the City Council is empowered to grant such franchises and to establish additional procedures and terms and conditions of such grants.

Accomplishments

Initiatives for 2019 and 2020 as well as ATN's accomplishments dating back to 2014 are summarized below in Table 2-2.

TABLE 2-2: ACCOMPLISHMENTS		
YEAR	ACCOMPLISHMENT	DESCRIPTION
2018	\$28.6M grant to electrify ART fleet	
November 2017	Began preparations for provision of MicroTransit services at CtrCity	Mobility on Demand service model with a fleet of MicroTransit vehicles using deviated fixed route and e-hailing technology
November 2017	Awarded contract for Mobility as a Service Mobility (MaaS) APP	Mobility as a Service Private Public Partnership (P3) awarded to RouteMatch with initial Mobile App
October 2017	Began Installation of InfoTainment System	50% of the InfoTainment system installed on ART fleet; Advertising program expanding to increase advertising revenue for ART services
July 2017	Began realigning of ART location & consideration of future location options	Began look at relocation options for ART operating facility. ART executive and finance moved to ARTIC. ART sales & marketing moved in with Visit Anaheim
January 2017	Issued RFP for Mobility on Demand Services	Began procurement and planning options for the suite of Mobility as a Service products
December 2016	Awarded ART Operation Contract to TransDev	Seamlessly transitioned ART services from First Transit to TransDev
December 2016	Began Real Time Passenger Signage efforts	Install new CAD/AVL system on board ART fleet to facilitate upcoming real-time passenger information system
October 2016	Expanded Mobile Ticketing	Expand availability of mobile ticketing options and denominations
March 2016	Received 4 ZEB BYD buses	Received first four zero-emission, all-electric BYD buses (through purchase consortium with Long Beach Transit) to start shift to all-electric fleet
January 2016	Began 2035 Capacity Building Planning	ATN board begins a visioning effort into the future outlook of capital and service needs of the ATN
March 2015	Entered ZEB Purchase Consortium with Long Beach Transit	ATN enters a Purchase Consortium with Long Beach Transit for the purchase of Zero Emission Buses; Agreement awarded to BYD, providing ATN with 10 options
April 2015	Launched Mobile Ticketing	Launch of Create a Ticketing APP with GFI GenFare and CooCoo
July 2015	Began service to Costa Mesa	ART begins bi-directional new service at South Coast Metro area in the City of Costa Mesa
December 2014	Negotiated lease at ARTIC	ART service begins at ARTIC; ATN offices at ARTIC fully functional

TABLE 2-2 (cont.)

YEAR	ACCOMPLISHMENT	DESCRIPTION
July 2014	Awarded new contract for operational services	ART services contract awarded to First Transit; ART services transitioned without interruption.
July 2014	Assumed all fleet maintenance functions from OCTA	Fleet of 35 LNG buses assumed from OCTA and all maintenance functions transitioned to ATN; Fleet maintenance responsibilities for this fleet of buses awarded to Penske; Fueling infrastructure installed by Clean Energy



Anaheim Transportation Network / Anaheim Resort Transportation Franchise Application

January 2019

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Preface

This document from the Anaheim Transportation Network (ATN), a non-profit Transportation Management Association, ninety-eight percent (98%) or more of whose operations occur within the City of Anaheim is to hereby serve as a *Franchise Application* for a non-exclusive franchise to operate public transit services within The Anaheim Resort® and surrounding area. This application presents salient elements of governance, operations, service delivery and financial performance.

In response to the advent of next-generation mobility options and current and emerging technologies, ATN has been proactive in its response to the dynamic nature of the transit/mobility landscape. ATN is keenly aware of the need to be the mobility leader in The Resort Area®. ATN is equally aware of the need to remain relevant to existing passengers and become relevant to a new generation of passengers by advancing next-generation mobility technologies including core elements of a *Mobility as a Service (MaaS)* platform.

It may be prudent for the City of Anaheim to consider developing service standards for the use of City approved designed 'official' stop locations in The Anaheim Resort® area or other geographic restrictions as may be deemed advantageous to the City. The select application of prescribed service standards (as presented in Section 2.4) may best meet the needs of not only the City but also those of the key stakeholder constituencies. Such needs include but not restricted to:

- Sensitive to, and compliance with, safety and security needs of The Resort Area® in general and Disneyland® Resort, specifically;
- Consolidation of transportation/mobility options;
- Ability to provide an enhanced guest experience, exceed the expectations of a changing market including next-generation mobility technologies and mobility solutions;
- Ability to control, monitor and best utilize City assets including bus stops in The Anaheim Resort® Area.
- Ability to address traffic mitigation measures and the reduction of vehicle miles traveled (VMTs) and reduction in the City's carbon footprint; and
- Ability to address air quality mitigation measures including the transitioning to zero emission/electrification of fleet operations (in advance of CARB requirements).

1 Introduction

The Anaheim Transportation Network (ATN), through the foundation created by the City of Anaheim's environmental mitigation process and in partnership with entertainment, retail and hospitality industries, has created an institutional structure to finance and operate local public transportation services, thereby providing customers with convenient access to the destinations and venues located in the City and nearby communities. This transit program has evolved over 20 plus years to meet the growing demand on the transportation network through the growth of the tourism and hospitality industries and the development of new residential communities.

Anaheim Resort Transportation (ART), a service of ATN, provides public transportation services to-and- from local theme parks, sports venues, shopping destinations, performing arts centers and hotels throughout The Anaheim Resort® area. Operating through a non-exclusive franchise

agreement with the City of Anaheim, ART plays an integral role in easing traffic congestion and improving air quality throughout The Anaheim Resort® and the region.

ART operates fixed route services in-and-around the Resort, to South Coast Plaza in Costa Mesa and Knott's Berry Farm in Buena Park. Over 9.5 million passengers use ART annually via the organization's fleet of 82 alternative fuel vehicles.

1.1 Historical Context

City of Anaheim: The ATN was created in 1995 to provide various public transportation services in the City of Anaheim. ATN was given a role in implementing certain mitigation monitoring measures called out in the Anaheim, Disneyland® Resort, Hotel Circle and Platinum Triangle™ Resort Specific plans, which are designed to mitigate traffic congestion and air quality impacts of current and future developments. ATN responded to this obligation by purchasing and operating a fleet of alternative fuel vehicles to serve the transportation needs of the City's commercial, recreational, and residential development areas.

In 2002, with the opening of Disney® California Adventure, Downtown Disney District, and expansion of the Anaheim Convention Center, ATN began operating the Anaheim Resort Transportation (ART) service. The relationship between ATN and the City was formalized in 2004 at the time the City awarded a non-exclusive franchise agreement to ATN for operating the ART service in Anaheim.

Section 1400 of Article XIV of the Charter of the City of Anaheim establishes procedures for the award of franchises by the City; provides that any person, firm or corporation furnishing the City or its inhabitants with transportation may be required by ordinance to have a franchise therefor; and further provides that the City Council is empowered to grant such franchises and to establish additional procedures and terms and conditions of such grants.

On May 5, 2011, the ATN applied to amend the original franchise to provide Resort transportation services within the City of Anaheim and other designated areas within the City of Anaheim. Pursuant to the procedure set forth in Article XIV of the Charter of the City of Anaheim, on May 17,

2011, the City Council did adopt its Resolution No. 2011-068 approving the Amended Application and making certain findings related thereto, and declaring its intention to adopt an ordinance amending the Franchise to the ATN to provide resort transportation services within the limits of the City of Anaheim, including The Anaheim Resort®, the Platinum Triangle™ including the Honda Center, the Angel Stadium of Anaheim and surrounding areas, the downtown area of the City of Anaheim, and such other locations in the City that may be designated by the City Manager; provided that a minimum of 98 percent or more of the annual vehicle trip miles shall be within the City of Anaheim.

This agreement was subsequently renewed in 2013, 2014, and 2018. The 2018 approval was a 12-month Administrative Extension of the ATN Franchise Agreement, extending the Agreement through April 27, 2019.

Federal Transit Administration: In 2006, the Federal Transit Administration (FTA) issued to ATN a National Transit Database Identification Number, thus making the organization eligible to receive federal funding for capital purchases. ATN eventually took advantage of this designation and in 2010 FTA awarded the organization a \$3.8 million grant toward the purchase of 20 new Compressed Natural Gas (CNG) buses. By 2017, the ART service had doubled in size and ridership since its inception in 2004.

Perhaps the most comprehensive explanation of the purpose of ATN, and its operating subsidiary ART, is found in the 2006 amendments to the organization's articles of incorporation where it is stated:

“The specific purpose of this corporation is to organize the collective actions of the public and private sectors to address the unique transportation and air quality issues of local employers, major event centers, and visitor-and convention-related businesses located throughout certain portions of the City of Anaheim, California known as the Anaheim Resort Area (“ARA”) and Stadium Business Center (“SBC”); to facilitate a forum for the corporation’s members and other interested persons to work together to develop workable transportation solutions; and to provide leadership to maximize access, enhance mobility, and assist with regulatory compliance, including environmental mitigation measures, all for the benefit of the corporation’s members and the public who are visitors to, or are employed within, the ARA, and the SBC.”¹

An additional public, in conjunction with a non-profit, feature of the ATN/ART operating environment is demonstrated by the funding sources developed for the support of ART services.

Anaheim Tourism Improvement District: In 2010, the City of Anaheim created the Anaheim Tourism Improvement District (ATID). The ATID is an assessment district; therefore, under California law all revenue derived from any fees imposed by the district are to be used exclusively for activities that benefit payees of the assessment. Assessment revenue is generated from a two percent fee levied on hotel/motel room rentals by all existing and future guest facilities located within the ATID.

The management plan for the ATID describes the purpose of the district as follows:

“The purpose of forming the ATID as a Tourism Improvement District is to provide revenues to cover the costs of activities, improvements, services and programs that will benefit the Assessed Facilities and the tourism and convention industry in the City of Anaheim (“City”). The activities, improvements, services and programs to be provided and paid for by the ATID shall confer a special benefit to all Assessed Facilities.”²

The ordinance specifies that 75 percent of the assessment revenue be used to support Visit Anaheim, and 25 percent is allocated to support transportation activities, including ATN/ART and any additional transportation programs/services, deemed important by the ATID Transportation Committee. Among the other important projects for which ATID funds are set aside was the Anaheim Rapid Connection (ARC) project that was recently transitioned to OCTA for further study, evaluation and consideration. Funds allocated to ARC, can now be allocated by ATID to other transportation projects for The Anaheim Resort®.

The ordinance establishing the ATID created a transportation committee to oversee the expenditure of fee revenues designated for transportation purposes. The three-member committee consists of one person appointed by the city manager, a representative of the largest fee payee, and a representative of a fee-paying establishment who is also a member of ATN’s board of directors.

Funding ATN/ART: ATN’s current funding opportunities are limited primarily to locally generated fees, fare revenues, and capital grants.

A schedule of ATN revenue sources obtained from its Fiscal Year 2018/19 budget is listed below.

- Local Assessments
- Route 20 Assessment
- Pass/Ticket Sales
- Group Sales
- Grant Funded Services)
- Transportation Demand Management Services

¹ Anaheim Transportation Network, Resolution No. 06-001, November 15, 2006.

² Anaheim Tourism Improvement District of 2010 Management Plan, established under Anaheim City Ordinance 6174 Section 2.14.050, page 7.

- Ticket Vending Machine
- Advertising Sales
- Rail Feeder Route Reimbursements
- Federal Apportionment
- ATID & Special Projects
- Annual Membership
- Tax Credits

Most of local revenue (about 65%) is derived from the Route 20 Assessment and from ticket sales (bus fares). In order to increase its services, as well as to maintain the existing level of services, ATN conducted a comprehensive study allowing ATN Board of Directors to investigate and evaluate new potential funding sources, consider enhanced transportation services, consideration for Mobility as a Service, e-hailing and Mobile App services, as well as potential other public funding sources on the state and federal levels.

The Transportation Development Act (TDA) provides two major sources of funding for public transportation: The Local Transportation Fund (LTF) and the State Transit Assistance fund (STA). pending State legislative TDA related initiative and related local Ordinance, access to TDA funding will be explored.

A New Paradigm in Mobility: In response to the advent of next- generation mobility options and current and emerging technologies, ATN has been proactive in its response to the dynamic nature of the transit/mobility landscape. ATN is keenly aware of the need to be the mobility leader in The Resort Area®. ATN is equally aware of the need to remain relevant to existing passengers and become relevant to a new generation of passengers by advancing next-generation mobility technologies including core elements of a *Mobility as a Service* (MaaS) platform.

1.2 *Franchise Application* Document Structure

This Franchise Application document presents:

- Chapter 2 - Background
 - Corporate Structure
 - Financial Stability
 - ART Service Delivery Framework
 - ART Performance Indicators
 - Accomplishments
 - ART Fleet Profile
- Chapter 3 – *An Eye on the Future*
 - An Evolving Development Landscape
 - Planned Enhancements

Fifteen appendices follow.

Appendix 1: Articles of Incorporation

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2 Background

2.1 Corporate Structure

The Anaheim Transportation Network (ATN) was incorporated as a non-profit California 501 c (4) Corporation³ on September 28, 1995. The City of Anaheim was one of the founding members. This local Transportation Management Association (TMA) was created specifically to facilitate public transportation in Anaheim, with a distinct focus on transportation demand management programs and the creation of a public transit system to serve The Anaheim Resort®.

ATN is governed by a 13-member Board of Directors representing a wide range of Anaheim interests. The current ATN Board of Directors roster is provided as Appendix 4.

The ATN's professional management team is led by Executive Director, Diana Kotler who has over 23 years of experience in transportation management. The Executive Director's resume is presented in Appendix 3.

2.1.1 Administration

ATN administers ART through an Executive Director and support staff assigned directly to the ART service. The ART operational center is located at 1354 South Anaheim Boulevard, Anaheim, CA. ART also has a presence at the Anaheim Regional Transportation Intermodal Center (ARTIC) providing Customer Service functions.

ATN's range of responsibilities include:

- Environmental compliance and adherence to the Specific Plans and EIRs requirements as called out by the Anaheim City Council;
- Obtaining and maintaining contractual service agreements with all mitigated and non-mitigated lodging, retail and commercial establishments;
- General administration and quality control of the public transit services;

³ The IRS guidelines definition -- *To be operated exclusively to promote social welfare, an organization must operate primarily to further the common good and general welfare of the people of the community (such as by bringing about civic betterment and social improvements).* See <https://www.irs.gov/Charities-&-Non-Profits/Other-Non-Profits/Social-Welfare-Organizations> for additional information.

- Brand development marketing;
- Provision of all customer service functions;
- Service development and contractual responsibilities;
- Full financial accountability to local community and constituency;
- Development and deployment of technology-forward and customer-centric solutions; and
- In partnership with Visit Anaheim, provides marketing, sales and public outreach functions.

2.2 Financial Stability

Two (2) years of audited financial statements, fiscal years (FY) 2017 and 2018, are presented in Appendix 5.

Table 2-1 presents ART Financial Performance in an historical context from FY2012/13 (Actuals) through to (Estimated/Actuals) for FY2018/19. Table 2-2 presents salient *Income* and *Expense* elements of the FY2019 budget.

The ATN is not party to any pending litigations, fines or enforcement proceedings by other cities, public or private entities nor is ATN involved in any bankruptcy filings.

Table 2-1: ART Financial Performance

TABLE 2.1-ANAHEIM RESORT TRANSPORTATION FINANCIAL PERFORMANCE									
Category/Fiscal Year	FY2012/13 Actual	FY2013/14 Actual	FY2014/15 Actual	FY2015/16 Actual	FY2016/17 Actual	FY2017/18 Actual	FY2018/19 Estimated/ Actual		
Number of Routes	19	21	22	22	23	23	23		
Annual Ridership	7.8 million	9.1 million	9.1 million	9.2 million	9.25 million	9.6 million	9.85 million		
Annual Budget									
Total Revenue	\$ 18,029,342	\$ 14,305,334	\$ 14,607,436	\$ 15,448,428	\$ 15,448,428	\$ 16,821,343	\$ 16,595,903		
Total Expenditures	\$ 12,850,423	\$ 13,970,420	\$ 13,808,983	\$ 13,798,442	\$ 13,798,442	\$ 15,994,523	\$ 15,956,852		
Excess Revenue (Deficit)	\$ 5,178,919	\$ 334,914	\$ 798,453	\$ 1,649,986	\$ 1,649,986	\$ 826,820	\$ 639,051		
Accumulated Reserves	\$ 5,278,919	\$ 688,614	\$ 858,442	\$ 1,951,987	\$ 2,575,723	\$ 1,925,145	\$ 1,410,447		
Use of Accumulated Reserves	\$ 4,925,219	\$ 628,625	\$ 556,441	\$ 1,026,250	\$ 1,477,398	\$ 1,153,749	\$ 575,000		
Remaining Reserves	\$ 353,700	\$ 59,989	\$ 302,001	\$ 925,737	\$ 1,098,325	\$ 771,396	\$ 835,447		

Table 2-2: FY2019 Budget

		FY2019	
		Jul '18 - Jun 19	
Ordinary Income/Expense			
	Income		
	4000 · ART Revenue		
	4010 · Participation Assessment Fees		2,322,735
	4011 · Assessment - Route 20 Hours		6,475,105
	4012 · Assessment - Route 20 Fuel		171,117
	4019 · Other Participation Assessments		6,000
	4020 · Retail Assessment Fees		189,608
	4040 · Ticket Sales		4,267,430
	4050 · ART Group Sales		371,115
	4060 · Kiosks Leases		124,800
	4070 · Advertising		862,204
	4071 · Advertising MicroTransit		83,000
	Total 4000 · ART Revenue		14,873,114
	4110 · Cooperative Agreements		
	4111 · Metrolink Rte 15 Reimbursement		5,474
	4112 · Amtrak		11,790
	Total 4110 · Cooperative Agreements		17,264
	4300 · Grant Income		
	4310 · TDM Revenue		
	4311 · Anaheim Canyon Service (Proj S)		32,971
	4313 · AnaheimCanyon Service Metrolink		33,408
	4320 · MicroTransit Grant Funds		113,000
	4310 · TDM Revenue		179,379
	4320 · Other Grant Income		
	4321 · 5339 Apportionment		91,000
	4322 · 5307 Apportionment		762,000
	4324 · ATID ARTIC Service		0
	4320 · Other Grant Income		853,000
	Total 4300 · Grant Income		1,032,378
	4400 · Membership Revenues		
	4410 · New Membership		7,245
	4420 · Renewal		52,000
	Total 4400 · Membership Revenues		59,245
	4700 · Other Income		
	4701 · OCTA & Metrolink Tickets		6,253
	4710 · Interest Income		4,990
	4712 · Late Fees and Interest		0
	4720 · Miscellaneous Income		-2,043
	4770 · Alternative Fuel Tax Credits		354,703
	Total 4700 · Other Income		363,902
	TOTAL INCOME		16,345,903

		FY2019	
		Jul '18 - Jun 19	
Expense			
	6000 · Personnel Expenses		
	Total 6010 · Salaries and Wages		2,273,160
	Total 6030 · Medical Insurance		278,943
	Total 6040 · Payroll Taxes		226,116
	Total 6000 · Personnel Expenses		2,814,219
	7000 · Transp Svc - Transdev, etc		
	7001 · Route 20		3,896,747
	7002 · Core ART		3,705,088
	7003 · Route 17 - ACM		87,834
	7006 · Group Sales		147,893
	7007 · Contract Expense - LDs		-161,500
	7008 · Reimbursable Bus Accidents		-164,496
	7016 · MicroTransit Operations		98,875
	7000 · Transp Svc - Operaitons		7,610,441
	7240 · Fuel Supplies		1,871,303
	Total 7250 · Supplies		183,939
	Total 7600 · Professional Services		606,217
	7800 · Repairs and Maint-Facilities		60,000
	7801 · Repairs - Bus Accidents		128,400
	Total 7820 · Bus Maintenance - Contracted		112,339
	Total 7830 · Bus Maintenance - In-house		900,020
	7880 · Facility Rental		78,614
	7890 · Vehicle Leases		12,130
	7900 · Equip/Furniture/Software Exp		88,675
	8002 · Prof Development & Training		5,503
	8130 · Utilities - Building		104,745
	8200 · Telecommunications		125,957
	8310 · Grant Expense		32,500
	8400 · Miscellaneous Expense		22,701
	8500 · Finance charges		231,615
	8600 · Insurance		242,317
	TOTAL EXPENSE		15,906,280

Excess Revenue	439,623
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Capital Improvement Plan (CIP): The ATN developed a Capital Improvement Program (CIP) to identify capital projects and equipment purchases. The CIP also provides a planning schedule and identifies options for financing the plan. The CIP is a five-year planning document spanning from Fiscal Year 2018/2019 through 2022/2023. The following Table 2-3 presents specific projects that have been identified in the CIP:

Table 2-3: Capital Improvement Plan (CIP) Projects

Project Name	Funded Amount	Future Funding Needs	Funding Sources	Implementation Schedule
MicroTransit	\$569,000	\$200,000/yr \$1,000,000	Parking Fees & Advertising	Fall 2018
#ElectrifyAnaheim ART Fleet	\$29,469,000	\$2,511,000	ATID & Other Grants	NTP Fall 2018
Operating Location	\$7,155,000	\$4,345,000	ATID, Grants, Fuel Credits	Fall 2019
Power Purchase Agreement	P3	\$5,000,000	Long Term Purchase Agreement	Fall 2019
Real-Time Signage	\$780,000	\$130,000/yr \$650,000	Advertising	Fall 2018
Mobile Ticketing	P3	\$2,000,000	Commissionable Sales	Fall 2018
Total	\$37,973,249	\$14,186,000		

2.2.1 Sub-Recipient/Regulatory Compliance

ATN is a sub-recipient of Federal Transit Administration (FTA) funds Orange County Transportation Authority (OCTA), as the designated recipient of FTA funding in Orange County, is responsible for ensuring that sub-recipients, as such as ATN, are in compliance with the federal grant management requirements.

The first ATN federal compliance review was conducted in May 2013, with the second review completed in December 2014 and subsequent review in June 2016. The latest federal compliance review of the ATN was conducted in January 2018 and included a full analysis of 12 grant management categories, which entailed an assessment of 77 specific requirement areas.

This formal review process is a component of the OCTA sub-recipient monitoring procedures, which are designed to:

1. Ensure that all technical components, specifications and cooperative/sub-recipient requirements are met
2. Monitor compliance with FTA requirements for FTA funded assets, (i.e. vehicles)
3. Monitor compliance with FTA requirements for transit service provision and maintenance program
4. Identify performance issues and non-compliance with FTA requirements and address any deficiencies in a timely manner
5. Track information regarding performance quality for the purposes of evaluating sub-recipients' capacity for future federal grant awards

During every FTA review process, all 77 areas of ATN compliance are reviewed. ATN is in full compliance with FTA requirements. Next FTA compliance review will be done in the summer of 2019.

2.3 Service Delivery Framework

ART services are comprised of twenty-three (23) interchangeable routes operating 365 days per year:

- i. Core ART -- 20-minute headway schedule frequency;
- ii. Fixed Routes – Printed scheduled operations; and
- iii. Circulator Service – Connection of the area’s parking facilities.

Daily service begins 90 minutes before area attractions open and concludes 30 minutes after closing. For example, during the “peak” summer season, service typically runs from 6:00 am through 12:30 AM seven days a week. Disneyland® Resort’s East Esplanade area, also known as Main Transportation Center, provides assigned passenger priority pick-up and drop-off locations and connectivity along all ART routes. Appendix 15 presents an inventory of ART bus stops including reference to route, properties served, location and notation of amenities.

As shown in Exhibit 2-1 (ART System Map – Winter 2019), the core route network covers major alignments emanating from the Disneyland® Main Transportation Center to destinations in Anaheim and, Garden Grove, Orange, Buena Park and Costa Mesa. Core routes focus on operations based on a head-way schedule to connect area’s major destinations, hotels, restaurants and venues, including Anaheim Convention Center, Anaheim GardenWalk, ARTIC, Angels Stadium, Honda Center, and CtrCity Anaheim.

Functionally, the ART system consists of a core route network and extended area network. Most resources are deployed on the core network designed with relatively short alignments, frequent schedules and longer operating hours. These routes focus on connections between Disneyland® Resort and participating hotels and restaurants situated along major corridors including Harbor Boulevard, Katella Avenue, Ball Road, ARTIC and Walnut Street.

Since its inception in 2004, the service territory for ART has increased from eight routes to 22 routes serving over 9.5 million passengers per year. Most recent additions include service for the South Coast Plaza area in Costa Mesa, which began in July 2105. New service models are planned for CtrCity Anaheim in a form of MicroTransit, aka FRAN, transition to mobile ticketing and Mobility as a Service (MaaS) operating models. ATN will continue to investigate new delivery models and will deploy these models, as appropriate.

Exhibit 2-1: ART System Map (Winter 2019)



2.3.1 Fare Structure

ART collects fares from all customers ages three and above using a combination of fare collection methods including prepaid paper and electronic passes, and cash. Prepaid single day and multiple consecutive day passes ranging from three to 30 days are offered on the ART website, through all participating stakeholders and at 13 ticketing vending machines located at ARTIC, Anaheim Convention Center Grand Plaza, Disneyland® Resort Main Transportation center, etc. at Anaheim GardenWalk, Visit Anaheim concierge locations, Discount Tickets and Tours and other selected distribution points. Wholesale pre-arrival (accounting for 25% of wholesale sales) distribution through Walt Disney Travel and Get-Away Today, Expedia, etc. Electronic pass sales are available to customers with Apple and Android mobile devices who download the app free of charge. Onboard payment of cash for single one-way rides requires exact change. The present fare structure is shown in Exhibit 2-2.

ATN remains proactive in advancing mobile ticketing options and the phasing out of paper medium. In full compliance with Title VI equity requirements, ATN will advance options for the unbanked (those without access to a charge/debit card and/or bank account).

Exhibit 2-2 – ART 2018 Fare Structure

Pass Type	Regular Age 10 and older	Youth Age 3 - 9	Reduced Fare (65+ & Disabled)
1 Day	\$5.50	\$2.00	\$2.00
3 Day	\$14.00	\$3.00	\$5.00
5 Day	\$23.00	\$5.00	\$8.00
15 Day	\$45.00	\$10.00	
30 Day	\$55.00	\$20.00	

2.3.2 Fleet

ATN owns an active fleet of 82 buses and 10 Polaris GEM/FRAN vehicles. All buses are equipped with SPX Genfare fare boxes and Synchronatics AVL/GPS vehicle location system. All vehicles are compliant with the American with Disabilities Act (ADA) requirements. A list of the ATN bus fleet is provided in Exhibit 2-3.



Of note is the electrification of the ATN fleet of fixed-route transit buses in advance of the California Air Resources Board’s (CARB) proposed rule to achieve full zero emission fleets by 2030⁴. Forty-two all electric buses will be in operation by 2020. Further, in compliance with Board direction, the electrification of the fleet will ensure compliance with the regulatory environment ranging from Disneyland’s Resort’s® strategic direction, to federal (including airports), state, regional (SCAQMD), and local (Franchise Ordinance).



The ten Polaris GEM/FRAN vehicles are 6-passenger, all electric, open-air carts providing microtransit service in CtrCity.

Complementing the electrification of the fleet, ATN is advancing an alternate energy microgrid to sustain operations in emergency scenarios.

⁴ CARB is expected to have a final rule in late 2018.

Exhibit 2-3: ART Fleet

Manufacturer	Fuel Type	Model Year/Year Deployed in Service	Size	Seating/Standing Capacity	FTA Required Vehicle Life (in years)	Number of Units in Fleet
BYD	Electric	2016	40'	39/18	12	4
El Dorado National Starcraft	Liquefied Propane Gas	2011	32'	28/14	7	9
NABI	Liquefied Natural Gas	2002	40'	39/18	12	48
Glaval Entourage	Compressed Natural Gas	2012	33'	30/15	7	18
El Dorado National Passport	Compressed Natural Gas	2013	35'	32/16	12	3
Polaris GEM	Electric	2018	13'	6	5	10
<i>BYD*</i>	<i>Electric</i>	<i>2019-2020</i>	<i>30'</i>	<i>25/14</i>	<i>12</i>	<i>14</i>
<i>BYD*</i>	<i>Electric</i>	<i>2019-2020</i>	<i>40'</i>	<i>39/18</i>	<i>12</i>	<i>20</i>
<i>BYD*</i>	<i>Electric</i>	<i>2019-2020</i>	<i>60'</i>	<i>55/25</i>	<i>12</i>	<i>10</i>

** electric BYD buses will be acquired in 2019 and 2020 for fleet replacement and future expansion*

2.4 ART (Franchise) Service Standards

Table 2-2 presents the Franchise Service Standards. Included in the table are the franchise requirements, description, current service standard, and 2019-2026 service standard.

Standards include:

- Operational Standards
- Environmental Standards
- Vehicle Standards (include electrification of fleet/CARB goals)
- Personnel Standards
- Monitoring Standards
- Safety Standards
- Compliance with federal, state, regional and local standards/regulations

Since its inception in 2004, the service territory for ART has increased from eight routes to 23 routes serving over 9.8 million passengers per year.

Original Franchise Requirements: While maintaining the required minimum of 98% of the annual vehicle service miles to be provided within the City of Anaheim, the ATN service territory increased to provide transportation services to Costa Mesa destinations including South Coast Plaza and residences and businesses along Bristol Avenue. Through careful route planning, the ATN is committed to meeting and maintaining the required annual vehicle service mile constraints within the City of Anaheim. In October 2017, ATN added new, direct and free service to CtrCity from ARTIC.

Franchise Service Standards - 2018 Franchise Update: Concentration of work efforts focused on the opening of ARTIC, service expansion to Costa Mesa and CtrCity Anaheim and planning for future growth, development, and relocation of the maintenance and operations facilities. ATN service parameters remained constant in an effort to ensure consistent service delivery.

For the Customer Service performance metrics for FY 2018/19, ATN received only 3.36 complaints per 100,000 passengers, down from the already low 4.15 complaints per 100,000 in 2013/14.

The standards for transportation service excellence are the backbone of the ATN service provision policy. Since the genesis of service, the ATN successfully raised the bar for transportation services and will continue to operate based on the standards incorporated into franchise requirements.

Table 2-2: Franchise Service Standards

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
Operational Standards			
Service Area	Franchisee shall provide service to all Event Centers	Disneyland® Resort Disney® California Adventure Downtown Disney Anaheim Convention Center Anaheim Garden Walk Anaheim Stadium/ARTIC Honda Center Outlets at Orange Christ Cathedral Buena Park Destinations: Knott’s Berry Farm Medieval Times Dinner & Theater Pirates Dinner Adventure Anaheim Canyon Metrolink Station City of Costa Mesa/South Coast Plaza Downtown Santa Ana CtrCty – Downtown Anaheim	98% within City limits continue to serve city’s major destinations, neighborhoods, etc. Say something about franchises from other cities & MaaS to include other destinations, such as airports – ART without borders
Hours and Frequency of Service	Franchisee shall provide service to Event Centers in The Anaheim Resort® beginning one hour before Event Centers open end the service no earlier than 30 minutes after Event Centers close	NO CHANGE	MaaS & demand responsive models can expand operating hours

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
<p>Service Frequency</p>	<p>Service shall be provided no less frequently than 10 minutes during peak times and 30 minutes during off-peak times.</p>	<p>Core ART All day 20-minute headway operating frequency.</p> <p>Fixed ART Routes Operate on a printed schedule (with exception of Route 20). Frequency varies and is developed to meet specific demand needs on each route.</p> <p>Circulator Service -- Operates in a continuous loop</p> <p>On-Demand Deviated Fixed Route Service – CtrCity real-time pick-up request/e-hailing service (Slated to begin in 2018).</p>	<p>Previous scheduling configuration was confusing to ART patrons and customer service personnel.</p> <p>To ease the use of the system and ability of customer service personnel to explain the system, service operates continuously on a 20-minute headway schedule for Core ART routes and on a printed schedule for fixed routes.</p> <p>On demand, Mobility as a Service (MaaS) operating model will be demonstrated, in a limited geographic area in 2018. May be a model for deployment city-wide.</p>
<p>Capacity Management</p>	<p>Franchisee shall demonstrate the ability to handle peak demand periods up to 20% over typical monthly ridership statistics</p>	<p>NO CHANGE</p>	
<p>Complaint Resolution</p>	<p>Franchisee must have in place a complaint procedure that includes a log of all complaints received, date and time of complaint, response, date and time of response, results of investigation, action taken, and any written communications. All complaints received in writing must be responded to in writing within ten (10) business days</p>	<p>NO CHANGE</p>	

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
Environmental Standards			
Clean Fuel Vehicles	Clean fuel vehicles – Franchisee must meet the intent of the mitigation measures in The Anaheim Resort Specific Plan and operate clean fuel vehicles. Clean fuel is defined as electric, propane (LPG), liquefied natural gas (LNG), compressed natural gas (CNG), or fuel cell vehicles	Anaheim Resort Transit fleet is comprised of 100% alternative fuel buses. To continue with the commitment to provide environmentally sustainable transportation options, four (4) ZEB electric buses were added to the ART fleet with two (2) additional ZEB buses on order. 40 ZEB TICRP grant 50% of the fleet by 2020	100% ZEB buses. Begin transition of zero emission fleet operations goal & CARB compliance
Fueling	Franchisee must demonstrate ability to obtain clean fuel resources	Phased out propane propulsion – transitioning to only CNG and electric vehicles. Provision of 480V/3 Phase/100 AMP power interface and supplemental EV charging solutions.	Begin transition of zero emission fleet operations Microgrid, solar energy for emergency operations Compliance with ACC fuel standard
Traffic Mitigation & Fare Structure	Franchisee shall use a fare structure that encourages use of the transit system	NO CHANGE	
Communications	The Franchisee shall provide and install a radio communications system that will allow for timely and efficient dispatching, coordinating, and responding to necessary service calls. The Franchisee shall provide and install a radio communications system that will allow for timely and efficient	Deployment of Automatic Vehicle Location (AVL). Available real-time bus arrival information. Real-time GPS and CAD/AVL systems are available at dispatch to monitor ART operations, on-time performance and schedule adherence. This CAD AVL system supplements regular two-	Availability of CAD AVL and GTFS data allow for use of real-time Text2Go service as well as real-time trip planning functions on ART's website www.rideart.org .

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
	<p>dispatching, coordinating, and responding to necessary service calls. The system may be of the Franchisee's choice but must include the necessary performance elements of the system.</p>	<p>way radio communications.</p>	
Vehicle Standards			
<p>Vehicle Appearance</p>	<p>Franchisee shall ensure that all vehicles will be decorated with a common theme that matches aesthetic design schemes of The Anaheim Resort. All painted surfaces shall be in good condition.</p>	<p>Developed new brand standards for all ART-branded buses and buses available for advertising contracts. Standards for branded bus fleet provided as Appendix 8.</p>	<p>Consistent look for the entire ART fleet of vehicles across most ART operation Lines. Fleet brand and identifications include a Franchise Sticker.</p>
<p>Cleanliness</p>	<p>The Franchisee shall cause, on a scheduled basis, each vehicle to be maintained in a clean condition throughout, both interior and exterior</p>	<p>NO CHANGE</p>	
<p>Graffiti</p>	<p>The Franchisee shall remove all graffiti from the vehicle as soon as it is found. No vehicle shall start revenue service with graffiti on any surface of the vehicle. If graffiti is etched or scratched into glass or insert, that glass or insert must be repaired or replaced before the vehicle is placed back into revenue service.</p>	<p>NO CHANGE</p>	
<p>Maintenance</p>	<p>Through a Preventive Maintenance program, the Franchisee shall cause all components of each vehicle including its body, frame, furnishing, mechanical, electric, and hydraulic or other</p>	<p>As a cost saving measure, ATN brought all maintenance services in-house.</p>	<p>ATN purchased and relocated into its own facility in May 2014. This enabled ATN to provide direct maintenance services for its entire fleet, ensure full compliance with CHP</p>

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
	operating systems to be maintained in proper working condition free from damage and malfunction	No other changes to the maintenance standards occurred.	inspections, FTA fleet/asset management, and vehicle warranties. A new facility will result in a reduced carbon footprint.
Non-Discrimination, ADA and Title VI Compliance	All vehicles in the public transit fleet must be accessible to individuals with disabilities meeting all applicable federal requirements issued by the US Department of Transportation and US Department of Justice	NO CHANGE	Fully compliant with Civil Rights legislative and regulatory environment.
Personnel Standards			
Driver Qualifications	All drivers will maintain a current California Class A or Class B commercial driver's license with both air brake and passenger endorsements, and maintain a current Medical Examiner's Certificate (DL 51)	NO CHANGE	Driver training includes sensitivity awareness, customer service training, mobility device handling/securement, etc.
Appearance	All drivers will be neatly groomed and outfitted in an official uniform, including name tag.	NO CHANGE	
Dispatch and Field Supervision	Drivers will be supervised. Field Supervisors will be physically present in The Anaheim Resort during 100% of operating hours to monitor and ensure driver quality and performance of smooth operation of all Anaheim Resort Transit service routes	NO CHANGE	

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
Operational Standards			
Dispatch	Franchisee shall ensure that dispatch is available during all hours of operation, to ensure safe and efficient service	NO CHANGE	Dynamic dispatching providing for real-time trip management
Shared Use of Bus Pull-Out Locations	The Franchisee shall demonstrate understanding of the operational sensitivities of shared use bus pull-out locations and a plan to accommodate the multiple demands on these locations	ATN added shared bus pull-out location for its operations at Anaheim Regional Intermodal Transportation Center (ARTIC).	Complementing the ART brand/identification, ART uses approved bus stops (City assets), and has deployed Next Bus (real-time information) and mobile trip planning
Record Keeping	Franchisee shall maintain records, in their original form, in accordance with the franchise requirements and in support of service provision, customer service, safety record, training, staffing, maintenance, and quarterly, monthly, and daily ridership statistical reports.	NO CHANGE	
Reporting	The Franchisee shall submit annual reports to the City of Anaheim with all required operating data and system documentation	NO CHANGE	
Financial	The Franchisee shall maintain a system of internal fiscal control in accordance with generally accepted accounting practices. Internal fiscal control comprises the plan of organization and all of	Developed a recommended approach for determining a pro-rata share financial contribution (<i>Cost Allocation Model</i>) applicable initially to those entities required to participate as a mitigation	

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
	<p>the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for project income and expenses.</p>	<p>measure and complementary <i>Will Serve Request Process</i> to provide information on transportation services for proposed development projects within the City of Anaheim Special Plan areas and within ATN service area.</p>	
Monitoring Standards			
Audits	<p>At any time during normal business hours and as often as the City may deem necessary and after reasonable notice, the Franchisee shall make available to the City for examination, all necessary records with regard to the service provision.</p>	NO CHANGE	
Safety Standards			
Farebox Operations	<p>Franchisee shall establish fare control access control system for all services conducted under the terms of the requested franchise, for the safety of all passengers and vehicle operators.</p>	<p>Mobile ticketing options are available through Token Transit Mobile Application (APP). ATN is developing its own Mobile App, which will be available by mid-2019. Mobile ticket App will be integrated with other multi-modal services (single point of purchase)</p>	
Insurance	<p>Franchisee must maintain auto insurance coverage levels of at least \$25 Million per occurrence and general liability insurance of at least \$10 Million.</p>	NO CHANGE	

Franchise Requirement	Description	Current Service Standard	2019-2026 Service Standard
<p>Operational Safety & Security</p>	<p>The Franchisee shall have in place and at all times abide by a written Safety Program. The Franchisee's Safety Program shall at a minimum comply with applicable Federal regulations of the Occupational Health and Safety Administration, and any amendments thereto, as well as any other pertinent Federal, state, and/or local safety or environmental laws, codes, rules or regulations.</p>	<p>NO CHANGE</p>	<p>Additional safety and security elements include: an agreement with the City for emergency operations; mutual aid agreements; TSA monitoring; etc.</p>

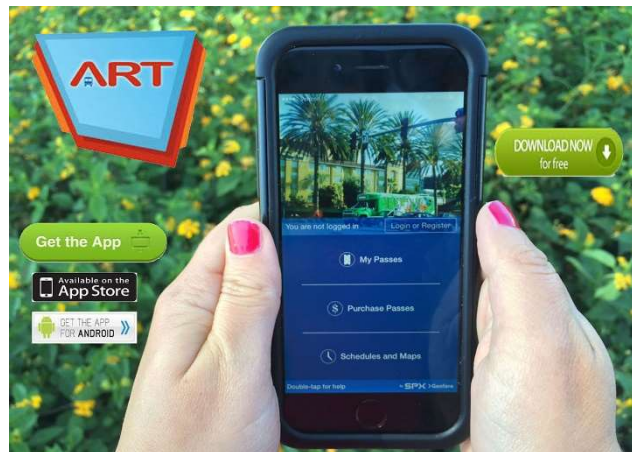
3 An Eye on the Future

ART continues to evolve its role as a provider of mobility services. With an *eye on the future*, it is important to recognize the evolving development landscape (discussed in Section 3.1) and changing market forces without losing focus on the core markets served.

ART shall continue to concentrate on serving the participating hospitality properties, parking facilities, transportation hubs, and entertainment areas within The Anaheim Resort® and Platinum Triangle™ areas as well as CtrCity Anaheim. The target audiences for this market are the visitors, residents, commuters and employees.

In an effort to leverage other regional destinations, secondary markets include discretionary travel to and from neighboring cities and regional destinations including John Wayne Airport and the beach.

The Product/Service: ART shall continue to deliver efficient and effective service to improve the overall customer experience - elevate the guest waiting experience at ART bus stops to the standards of the Disneyland® brand including expanded waiting areas, customized shelters, real-time bus arrival information, and interactive LED screens offering venue information, and promotional messaging.



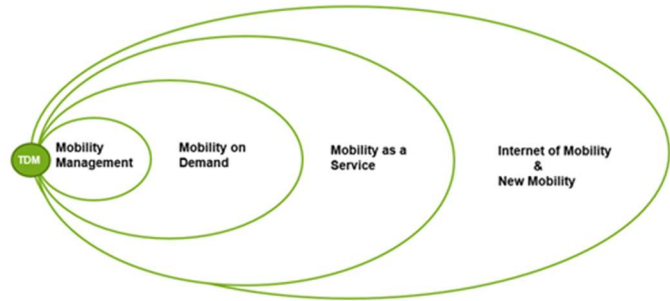
Integrated Transportation and Capacity Building Plan: In June 2017, ART completed its *Integrated Transportation and Capacity Building Plan*. The development of this Plan included working with stakeholders to formulate a vision for preferred transportation operations in the existing and proposed service areas, to determine future transit needs and to develop financing and institutional structures that meet the needs of the business and commuting constituencies. The resulting goal was a Plan that is fundable, cost-effective and sustainable in providing transit services to residents, employees, commuters and visitors, for the next 20 years.



The Plan provides for a framework to adopt to the changing development landscape (new hotels, Eastern Gateway, etc.)

A summary of the Plan – *Imagine the Possibilities* is provided in Appendix 14.

Technology: The ATN ridership comprised of both commuters and discretionary travelers, is growing and more connected than ever to their mobile devices. ART has been and continues to advance several technology enhancements. Since November 2015, ATN had been developing a vision for the implementation of Mobility on Demand (MoD) transportation concepts to enhance the customer experience.



In March 2017 ATN secured full funding from the Anaheim Tourism Improvement District (ATID) Transportation Committee for the procurement of a real-time passenger information system. ATN is advancing the first phase of a MoD system to include InfoTainment systems and the installation of real-time passenger signs.

InfoTainment – video display system on board all ART buses to provide transportation and destination related information (via on-board WiFi). iBeacon technology is included with the installation to track ridership and, at a later date, push content. The InfoTainment system will also generate advertising revenue.

Real-time signage – installation to begin in early 2019. Installations will include signs at 25 ART bus stop locations and at the Anaheim Convention Center Grand Plaza. Initial information will include real-time bus arrivals. Future functionality may include multi-modal trip planning options.

Real-time information is facilitated by real-time GTFS (General Transit Feed Specification), an open data format for public transportation schedules and associated geographic information.

The above noted two initiatives (first phase of Mobility on Demand elements) is envisioned as a foundation for all future mobile and on-demand real-time passenger applications for ART, including:

- Third party applications that may include the ability of users to search for and purchase rides from local transit agencies (ART, OCTA, Metrolink, etc.), multiple on-demand providers (Lyft, taxi) and private transportation providers (Megabus, SuperShuttle, etc.)
- On demand and service deviations / e-hailing – MicroTransit FRAN
- Real-time transit information and trip planning – P3 APP
- Mobile ticketing – P3 APP
- Future functionality and interoperability (that may include Wallet, luggage concierge, links with on-line booking engines (2019) to allow trip planning on a pre-arrival basis, etc.)

Mobile Ticketing: ATN has continued to leverage partnerships with technology vendors. This has included a P3 to provide a mobile App for riders that will increase the ability for visitors and locals to enjoy area attractions easily and efficiently in Anaheim and the surrounding communities. The resulting product will be a multi-modal, multi-disciplinary trip planning and booking App. The first phase of the App deployment is scheduled for late 2018 and will include:

1. Trip planner
2. Mobile ticketing (Initial release and test was in August 2018)
 - Multiple passes and fares

- Multiple rider types – reduced fare, children, multiple days
 - TNC – Lyft Taxi & Enterprise Rent-a-Car (microcar rental services) Integration
 - Transportation Provider Integration with RouteMatch Platform
 - GeoCoding for hotel credits
 - Integration with destination & sport time ticket sales
 - Trip planning with ticket purchasing (purchase & directions)
 - Revenue agreements & public sector involvement
3. Mobile ticket and geofencing reporting

Financial Sustainability: ART has developed and shall embrace the application of, a *cost-allocation model* for the “fair-share” distribution of net ART costs. This model provides for an assessment methodology for equitable cost allocation to ensure financial sustainability.

ART will continue to generate revenue through ticket sales, advertising, and assessment fees through a highly effective network of routes together with a highly cost-efficient operation of service. ATN will target to secure long-term funding sources at a level that will support ART's operational and capital requirements. Further, ATN will explore developing and supporting a governance structure that could consider a wider range of funding sources. ATN current funding opportunities are limited to the locally generated fees and farebox recovery. Public funding that is available to the traditional public funding sources is not available to the ATN, outside of the 5307 formula funds. Therefore, in order to increase its services, as well as maintain existing level of services, ATN will investigate and strategically make decisions, under the governance umbrella, to look at other potential funding sources.

Anaheim Resort Transportation Transit Funding Allocation Option 2 - Location based on Daily Trip Generation							Year 1 Total Operating Cost	Year 1 Operating Revenue	Year 1 Net Total Cost
							\$14,800,000	\$1,000,000	\$13,800,000
Property / Development Type	Rooms	Event Space Square Footage	Retail Square Footage	Restaurant Seating Capacity	Recreation / Entertainment (Acres)	Residential / Multiple Dwelling Unit (x20)	Total		
Lodging - Hotel	1,000	10	1,000	100	0	0			
Lodging - Resort Hotel	2,000	20	2,000	200	0	0			
Site C	0	30	3,000	300	0	0			
Site D	0	40	4,000	400	0	0			
Site E	0	50	5,000	500	500	5,000			
Total Development Units	3,000	100	10,000	1,500	500	5,000			
Development unit of measurement	Room		1,000 sq. ft.	Seat	Acres	Dwelling Unit			
Trip generation rate *	10		36	5.6	100	0			
Standard unit**	B		B	2.7					
Average Daily Trips Generated	46,000		540	8,940	50,000	30,000	135,480		
Percent of Total Trips	34.9%		0.4%	6.6%	36.9%	22.1%	100%		
Distribution of Daily Trips Generated									
Site A	15,333		36	596	0	0	15,966		
Site B	30,667		72	1,192	0	0	31,931		
Site C	0		108	1,788	0	0	1,896		
Site D	0		144	2,384	0	0	2,528		
Site E	0		195	3,080	50,000	30,000	83,180		
Total	46,000		540	8,940	50,000	30,000	135,480		
Percentage of Daily Trips Generated									
Site A	11.32%		0.03%	0.44%	0.00%	0.00%	11.78%		
Site B	22.84%		0.05%	0.88%	0.00%	0.00%	23.67%		
Site C	0.00%		0.08%	1.32%	0.00%	0.00%	1.40%		
Site D	0.00%		0.11%	1.76%	0.00%	0.00%	1.87%		
Site E	0.00%		0.35%	2.23%	36.91%	22.14%	63.38%		
Total	33.95%		0.40%	6.66%	36.91%	22.14%	100.00%		
Annual Payment (Year 1)									
Site A	\$1,532,210		\$3,614	\$59,200	\$0	\$0	\$1,605,024		
Site B	\$3,078,437		\$7,228	\$119,656	\$0	\$0	\$3,205,322		
Site C	\$0		\$10,841	\$179,488	\$0	\$0	\$190,329		
Site D	\$0		\$14,455	\$239,319	\$0	\$0	\$253,774		
Site E	\$0		\$18,069	\$299,144	\$5,019,191	\$3,011,515	\$8,347,919		
Total	\$4,617,656		\$54,207	\$897,431	\$5,019,191	\$3,011,515	\$13,600,000		

* Trip generation rates – source (a) San Diego Municipal Land Development Code - Trip Generation Manual rev. May 2003; Table 1, pp 3-6; and (b) Institute of Transportation Engineers (ITE) - Common Trip Generation Rates (Trip Generation Manual, 9th Edition)

3.1 An Evolving Development Landscape

The City of Anaheim has the highest projected development density among the cities within Orange County, and has many large-scale transportation, residential, office, and tourist projects underway. Future growth within the existing ART service area will provide significant potential for demand. Major development is projected for the City of Anaheim in The Anaheim Resort® and the Platinum Triangle™. Implementation of the East-West Connector will provide a fast and direct connection between The Anaheim Resort® and the Platinum Triangle™. ARTIC will also compliment on-going plans for development within the City of Anaheim, encouraging more transit focused growth.

CtrCity Anaheim CtrCity is roughly delineated by a 0.5-mile diameter circle centering on the intersection of S Clementine Street and Center Street Promenade. The area is walkable with sidewalks, intersection crosswalks and traffic controls, and pedestrian amenities. Current trip generators in CtrCity include:



- Central Library
- City Hall complex
- Downtown Community Center
- Farmers Park
- Muzeo Museum and Cultural Center
- Packing District
- Rinks Anaheim Ice Arena
- Senior Center
- Town Square Shopping Center
- Brewery District / Leisuretown



Platinum Triangle™: The Platinum Triangle Master Land Use Plan envisions an exciting future for the area surrounding Angel Stadium of Anaheim, The City National Grove of Anaheim and Honda Center. Amidst millions of square feet of new development opportunities for office, restaurant and residential projects, is an established destination featuring high-rise lofts, two championship sports teams, an array of dining and entertainment, plus immediate access to three freeways and a major transit center.

The Platinum Triangle Master Land Use Plan was established in 2004 and subsequently amended in 2010. The Plan allows for up to 18,909 residential units, 4.9 million commercial square feet, 14.3 million office square feet and 1,500,000 institutional square feet. This includes development and entitled projects totaling 8,319 residential units, 2.3 million office square feet and 1.1 million commercial square feet.

The **Anaheim Regional Transportation Intermodal Center (ARTIC)** serves as a hub for Orange County and the region, a landmark where freeways, major arterials, bus routes and Orange County's backbone rail transit system converge. The network of transit choices will continue to grow in the coming years as the number of Metrolink and Amtrak trains serving Anaheim and local and express bus routes increase. ARTIC services will include: Metrolink, Amtrak, OCTA buses, Anaheim Resort Transportation (ART) buses, shuttles, taxis, and tour and charter buses. ARTIC will also accommodate future plans for the East-West Connector (formerly the Anaheim Rapid Connection) and high-speed trains. ARTIC's mixed-use district location also supports dense development, with up to 4 million square feet of office/commercial/institutional development and 520 dwelling units.

The Canyon: Major planned developments in the Anaheim Canyon area include:

- The Kaiser Permanente Hospital Campus (East La Palma Avenue) is a hospital campus targeting for two additional medical office buildings, a 100-bed expansion of the hospital, with a 6-story parking structure.

Appendices:

Appendix 1: Articles of Incorporation

Appendix 2: ATN Bylaws

Appendix 3: ATN Executive Director – Resume

Appendix 4: ATN 2019 Board of Directors

Appendix 5: ATN Financial Statements – June 30, 2018

Appendix 6: City of Anaheim Ordinance No. 5911 – Granting of Non-Exclusive Franchise

Appendix 7: ART 2018 Fare Matrix

Appendix 8: ART 2018 Bus Wrap Program

Appendix 9: ART 2018 Scope of Services

Appendix 10: ART 2018 Appearance Standards

Appendix 11: ART 2018 On-Time Tracking Report

Appendix 12: ART 2018 Complaint Record Keeping/Tracking

Appendix 13: Accomplishments

Appendix 14: *Imagine the Possibilities* – Fact Book

Appendix 15: Approved List of Bus Stops and Real-Time Next Bus Applications

Appendix 1: Articles of Incorporation

RESOLUTION NO. 06-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANAHEIM TRANSPORTATION NETWORK APPROVING AMENDMENTS TO ARTICLES OF INCORPORATION AND AUTHORIZING FILING OF CERTIFICATE OF AMENDMENT

WHEREAS, the California Corporations Code requires each corporation upon its establishment to adopt Articles of Incorporation setting forth the governance of the corporation, and pursuant to California law the Anaheim Transportation Network (“ATN”) did adopt and file with the California Secretary of State its original Articles of Incorporation in compliance with California law; and

WHEREAS, California law permits the amendment of corporate Articles of Incorporation in the manner set forth in the corporation’s Articles of Incorporation; and

WHEREAS, the original Articles of Incorporation for ATN provide that the Articles of Incorporation may be amended by the vote or written assent of at least sixty-six and two-thirds percent (66-2/3%) of the total membership of the corporation and a majority of the Board of Directors; and

WHEREAS, on November 15, 2006, a majority of the Board of Directors of ATN approved amendments to the Articles of Incorporation of ATN; and

WHEREAS, on November 15, 2006, sixty-six and two-thirds percent of the total membership of ATN approved by vote or written assent amendments to the Articles of Incorporation of ATN; and

WHEREAS, now the Board of Directors by this Resolution are reporting the results of the results of the election by ATN members in favor of aforementioned amendments to the Articles of Incorporation and authorizing the ATN Chairman and Secretary to cause to be filed with the California Secretary of State a Certificate of Amendment of Articles of Incorporation.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ANAHEIM TRANSPORTATION NETWORK DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Certain proposed amendments to the Anaheim Transportation Network (“ATN”) Articles of Incorporation, to read in its entirety as set forth in Attachment “A” of this Resolution, were put to all 152 members of the ATN, and said amendments were approved by vote or written assent by 104 and disapproved by none, with 48 members casting no vote for or against the proposed amendments. Since 69% percent of all ATN members approved the amendments by vote or written assent, which exceeds the required

sixty-six and two-thirds percent to amend the ATN Articles of Incorporation, the proposed amendments are deemed approved by the ATN membership.

Section 2. On November 15, 2006, the Board of Directors of ATN approved the proposed amendments to the Articles of Incorporation.

Section 3. The Board of Directors of ATN hereby finds and declares that all prerequisites for amendments to the ATN Articles of Incorporation have been met and, in accordance with State law and ATN governing documents, does authorize and order that the Chairman and Secretary of ATN shall cause to be filed with the California Secretary of State a Certificate of Amendment of Articles of Incorporation indicating such amendments. The Executive Director of ATN shall take all steps necessary to assist with updating ATN governing documents and other acts necessary to comply with the order set forth in this Resolution.

ADOPTED, SIGNED and APPROVED this 15 day of November, 2006.

Paul Sanford
Chairman

Attest:

Diana Kotler
Executive Director

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
)

I, Diana Kotler, Executive Director of the Anaheim Transportation Network, DO HEREBY CERTIFY that the foregoing Resolution Number 06-001 was duly adopted by the Board of Directors of the Anaheim Transportation Network, a non-profit corporation, at a regular meeting of said Board on the 15 day of November, 2006, and that it was so adopted by the following vote:

AYES: 8
NOES: 0
ABSENT: 3

ATTACHMENT "A"

RESTATED ARTICLES OF INCORPORATION
OF
ANAHEIM TRANSPORTATION NETWORK (2006)

1. The name of this corporation is Anaheim Transportation Network.
2. (A) This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the nonprofit Public Benefit Corporation Law for public purposes.

(B) The specific purpose of this corporation is to organize the collective actions of the public and private sectors to address the unique transportation and air quality issues of local employers, major even centers, and visitor-and convention-related businesses located throughout certain portions of the City of Anaheim, California known as the Anaheim Resort Area ("ARA") and Stadium Business Center ("SBC"); to facilitate a forum for the corporation's members and other interested persons to work together to develop workable transportation solutions; and to provide leadership to maximize access, enhance mobility, and assist with regulatory compliance, including environmental mitigation measures, all for the benefit of the corporation's members and the public who are visitors to, or are employed within, the ARA, and the SBC.

(C) Notwithstanding any of the above statements of purposes and power, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of this specific purpose of this corporation.
3. The name and address in the State of California of this corporation's initial agent for service of process is: Ms. Kelly Vasquez, 100 S. Anaheim Boulevard, Suite 300, Anaheim, California 92805.
4. The property of this corporation is irrevocably dedicated to social welfare purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment or provision for payment, of al debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for social welfare purposes and which has established its tax exempt status under Section 501(c)(4) of the United State Internal Revenue Code.

5. The membership of this corporation shall consist of the municipal government of the City of Anaheim and other public agencies, and employers and event centers within the ARA and the SBC area of the City of Anaheim. Voting members, each of whom shall have one vote, shall be owners of hotels, motels and event centers, and other employers, whose places of business are located in the ARA or SBC area. Non-voting, ex-officio members may include public agencies such as the California Department of Transportation (“Caltrans”). The City of Anaheim shall be a voting member. The corporation may also have Associates, who will participate in the corporation’s programs and activities on a non-voting basis.
6. These Articles may be amended or repealed only by the vote or written assent of at least sixty-six and two-thirds percent (66-2/3%) of the total membership of the corporation and a majority of the Board of Directors.

[END]

Appendix 2: ATN Bylaws

ANAHEIM RESORT TRANSPORTATION



1280 South Anaheim Blvd., Anaheim, CA 92805 714-563-5287 ❖ 714-563-5289—fax
www.RideArt.org

RESTATED BYLAWS
OF
ANAHEIM TRANSPORTATION NETWORK

Amended November 17, 2010

ARTICLE I DEFINITIONS

ACBC: The Anaheim Canyon Business Center of the City of Anaheim, as described in the attached plan designated "Exhibit D".

ARA: The Anaheim Resort Area of the City of Anaheim, as described in the attached plan designated "Exhibit A."

Articles: The Articles of Incorporation of the Anaheim Transportation Network on file in the Office of the Secretary of State.

ATN: The California non-profit corporation known as the Anaheim Transportation Network.

Board: The Board of Directors of ATN.

Employee: Any individual meeting described in California Labor Code section 3551, as may be amended from time to time.

Employer: Any business entity located in downtown Anaheim (as described in the attached plan designated as "Exhibit C") or in the ARA, ACBC or PT area and which has on its payroll one or more Employees.

PT: The Platinum Triangle area of the City of Anaheim, as described in the attached plan designated "Exhibit B." (*Amended – 11/19/08*)

ARTICLE II OFFICE

2.1 Principal Office: The Principal Office for the transaction of the business of the ATN shall be located at 1280 South Anaheim Boulevard, Anaheim, California, or any location subsequently approved by the Board. The Board is hereby granted full power and authority to change said Principal Office from one location to another within the City of Anaheim.

ARTICLE III MEMBERS

3.1 Membership.

3.1.1 Members; Categories. There shall be three categories of membership: 1) Voting Members, 2) Ex-Officio Members, and 3) Associate Members.

3.1.2 Voting Members. Every hotel or motel, events center, and employer having a fixed place of business in the ATN service area shall be eligible for membership as a Voting Member. All Voting Members who are mandated to participate in ATN by any act of any governmental agency, including the City of Anaheim, may be referred to as a Mandatory Voting Member. Each Voting Member shall be entitled to one (1) vote. A Voting Member may authorize a representative to participate in all ATN general elections on its behalf.

The Executive Director may promulgate rules for determining what documentation shall be required to substantiate a person's right to participate as a representative.

3.1.3 Ex-Officio Members. Any government agency interested in the activities of the ATN and having some regulatory, funding, or other public-sector function directly related to services provided by ATN, as determined by the Executive Director, shall be eligible for membership as an Ex-Official Member. Ex-officio Members shall not be required to pay any dues or investments and, except for the City of Anaheim, shall not have voting privileges. (Amended November 17, 2010)

3.1.4 Associate Members. Persons, firms, businesses, organizations, and other entities not eligible as Voting Members or Ex-Officio Members, shall be eligible to be Associate Members of the ATN. Associate Members may participate in ATN programs and activities, but shall not be entitled to vote. The Board may make membership as an Associate Member conditional upon the payment of a membership fee to be determined by the Board or the Executive Director with the Board's approval. (Amended November 17, 2010)

3.2 Termination of Membership.

3.2.1 Termination of Ex-Officio and Associate Members. Any Ex-Officio Member or Associate Member may voluntarily withdraw from membership or Associate status by mailing or delivering written notice to the Chairman of the Board of the ATN. The effective date of termination shall be the tenth day following receipt of notice, unless a later date is stated in the notice. (Amended November 17, 2010)

3.2.2 Termination of Voting Members. Membership in the ATN shall automatically terminate when such voting Member both ceases to maintain a place of business within the ARA, ACBC or the PT area of the City of Anaheim and ceases to receive services from ATN. Nothing in this section shall relieve any Member from its obligation to pay dues owed while a Member. A former Member whose membership is automatically terminated pursuant to this subsection shall be eligible to be an Associate. (Amended – 11/19/08) (Amended November 17, 2010)

3.2.3 Suspension of Voting Members. Membership as a Voting Member in the ATN shall be automatically suspended when such Voting Member is in default in the payment of dues or assessments for a period of three months. All voting rights and other applicable membership privileges shall be suspended until all past due balances and accounts are brought into good financial stating with the ATN. (Amended November 17, 2010)

3.2.4 Termination of membership, whether voluntary or otherwise, shall not affect any Member's or Associate's obligations to the ATN which accrued before the effective date of termination, and nothing in this Section 3.2 shall limit the ability or rights of the ATN to initiate proceedings to collect unpaid sums.

3.2.5 Membership in the ATN shall not be transferable, and any purported transfer of membership shall be void.

3.3 Reserved.

3.4 Dues; Generally. Voting and Associate Members shall be severally liable for the payment of such dues, along with fees, charges, assessments, or penalties, as may from time to time be fixed and levied by the Board pursuant to the provisions of these Bylaws. Responsibility for payment of same shall be legal obligations and, in case of delinquency, shall be enforceable by legal action authorized by the Board.

3.4.1 Annual Dues. Annual Membership dues rates may be adjusted annually by a two-thirds vote of the ATN Board of Directors. The Membership rate structure must include the following categories:

3.4.1.1 Hotels and Motels. Annual dues rates for Hotels and Motels shall be calculated on a per-room basis.

3.4.1.2 Employers not operating as Hotels or Motels. Annual dues rates for Employers shall be calculated on a per-employee basis.

3.4.1.3 Event Centers. Annual dues rates for Event Centers shall be calculated on a per-million visitors per venue basis. Event Centers shall pay both as event centers and as employers (see Section 3.4.1.2).

3.4.1.4 Associates. Annual dues rates for Associate members shall be as approved by the Board of Directors.

3.4.1.5 Multiple Properties in Same Category. Owners with identical ownership structure and with more than one business in a certain category may become members as a single corporate entity with a single vote. Annual membership investments would be calculated using aggregate rooms, employees, or attendance figures. Owners wishing to maintain separate memberships, each with a separate vote, may do so by making the appropriate membership investment for each business.

3.4.1.6 Multiple Properties in Different Categories. Owners with identical ownership structure and with more than one business in separate categories (i.e. one hotel and one employer), may become members as a single corporate entity with a single vote. Annual membership investments would be calculated using the percentage of total rooms, employees, or attendance figures; each percentage calculated using the unit for that category. The maximum annual investment rate shall be the higher category rate. Owners wishing to maintain separate memberships, each with a separate vote, may do so by making the appropriate membership investment for each business.

3.5 Rules and Enforcement. The following provisions shall govern the promulgation of the ATN Rules, which may include the establishment of a system of fines and penalties:

3.5.1 The Board in its discretion shall adopt such rules and regulations for the establishment of finds and penalties as are consistent with applicable law, these Bylaws, and the Articles of Incorporation on file for the ATN. Such fines and penalties shall be binding upon all Members, and shall apply to Members who fail to make payments as required by these Bylaws, or who otherwise violate these Bylaws or ATN rules and regulations.

3.5.2 No fine or penalty shall be imposed unless and until the Member who is the subject of the fine or penalty has been provided notice of same, and afforded a reasonable opportunity to respond or refute the appropriateness of the fine or penalty.

3.5.3 Nothing in these Bylaws shall preclude the City from enforcing its laws, rules, or regulations affecting any Member. The ATN shall assist the City in its obligations to fully enforce mitigation measures described in Mitigation Monitoring Program No. 0085 (Clean Air Shuttle Program in ARA and the PT) or any other similar mitigation programs and shall comply with all local, state, and federal statutes, regulations, and ordinances affecting ATN Members. *(Amended November 17, 2010)*

ARTICLE IV BOARD OF DIRECTORS

4.1 Powers of Board. The business of the ATN shall be administered by its Board of Directors. In addition to the powers and duties of the Board as set forth in the Articles or elsewhere in these Bylaws, and subject to the limitations of the Articles, the Bylaws, and of the California Corporations Code as to actions to be authorized or approved by the Members, the Board shall have power and authority to exercise all corporate powers and to control the business and affairs of the ATN. Without prejudice to such general powers but subject to the same limitations, the Board is vested with and shall have the following power; to wit:

4.1.1 To select, appoint and remove all officers, agents and employees of the ATN, to prescribe such powers and duties for them as may be consistent with law, with the Articles, and these Bylaws, and to fix the compensation of the Executive Director;

4.1.2 To conduct, manage and control the affairs and business of the ATN and to make and enforce such rules and regulations therefor, consistent with law, the Articles and these Bylaws, as the Board may deem necessary or advisable.

4.1.3 To fix, determine and name from time to time, if necessary or advisable, the nonprofit corporation, city or public agency which is then or there organized or operated for purposes similar to the purposes of the ATN, to which the assets of the ATN may be distributed upon liquidation or dissolution according to the Articles. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the ATN and after distribution of all property held or acquired by the ATN under the terms of a specific trust or trusts;

4.1.4 To adopt and use a corporate seal;

4.1.5 By resolution, to create one or more committees consisting of two or more Directors, to serve at the pleasure of the Board or the Chairman;

4.1.6 To suspend, by affirmative vote of 2/3 of the total number of Directors, the operation of all or any of these Bylaws, in extraordinary circumstances (such as a vacancy in the office of Executive Director for an extended period) making execution or implementation of the Bylaw or Bylaws infeasible; provided, however, the Board shall not have the power to remove any Director nor to appoint additional Directors nor to delay or omit an Annual Meeting of the Members nor to grant to themselves any power not expressly or impliedly granted to them by these Bylaws.

4.2 Number and Qualification of Directors. The Board shall consist of an odd number, not smaller than five (5) nor greater than thirteen (13), of Directors, who shall serve for two-year, staggered terms. *(Amended November 17, 2010)*

4.2.1 Any person who is the appointed representative of a voting Member in good standing shall be eligible for nomination to the position of Director.

4.2.2 The Directors shall be elected by plurality vote of the Members present at the annual meeting, for alternating terms of two years each. In odd-number years seven (7) Directors shall be elected. In even-number years, six (6) Directors shall be elected. Election of Directors shall be by secret, written ballot. All Directors shall hold office until the first regular or special meeting after their respective successors are elected. *(Amended November 17, 2010)*

4.2.3 No more than 2 persons or twenty percent (20%) of the Board of Directors, whichever is less, shall consist of representatives of Voting Members who have the same ownership structure or whose ownership is owned or controlled by the same entity. In the event more than the maximum number of representatives of Voting Members as discussed in this Section is elected, the representative(s) with the most votes shall become Director(s). *(Amended November 17, 2010)*

4.3 Nominating Committee. A nominating Committee of three may be appointed by the Chair of the Board with the approval of a majority of the Board for the nomination of candidates for election to the Board, such nominating committee to consist of one member of the Board and two persons appointed from among the voting membership at large. If a nominating Committee is not appointed, then the Chair of the Board shall conduct an open call for nominations at the annual meeting. No person shall be nominated who does not consent to such nomination. The Executive Director shall conduct an open call for nominations in October of each year. The ATN Board members and ATN members at large may recruit candidates for election to the Board. Self nominations are acceptable. No person shall be nominated who does not consent to such nomination.

4.4 Removal of Directors by Recall. At any special meeting of the Members of which notice has been properly given as provided in these Bylaws, the entire Board or any individual Director may be removed from office as hereinafter set forth, provided that the notice of the meeting shall specify the action proposed and that such notice has also been given to the entire

Board and to any individual Director whose removal is to be considered at the special meeting. The entire Board or any individual Director may be removed from office, for cause, by a majority of the required quorum; provided, however, that if the ATN has fewer than fifty (50) Members, then such removal must be approved by an affirmative vote of a majority of all Members entitled to vote. In the event that any or all Directors are so removed, new Directors may be elected at the same meeting.

4.5 Vacancies. Vacancies on the Board shall be filled by majority vote of the Members present and voting at a special meeting called for the purpose of filling the vacancy; provided, however, that if a vacancy occurs less than one month, but more than ten days, before a scheduled regular meeting of the Members, the election to fill that vacancy shall be held at that regular meeting. A person appointed Director to fill a vacancy as provided in this Section shall hold office for the unexpired term of his or her predecessor or until his or her removal or resignation as provided in these Bylaws.

4.5.1 A vacancy or vacancies shall be deemed to exist on the Board in case of the death, resignation or removal of any Director, or upon the voluntary or automatic termination of the membership of the Member whom a Director represents. A Member whose appointed representative has resigned, been removed, or died may not appoint another representative to fill the vacant position, although the Member is eligible to submit a representative in nomination for that vacant position. If the Members shall increase the authorized number of Directors but shall fail to elect the additional Directors as provided for at the meeting at which such increase is authorized, or at an adjournment thereof, or in case the Members fail at any time to elect the full number of the authorized Directors, a vacancy or vacancies shall be deemed to exist.

4.5.2 At any annual or special meeting at which an increase in the number of Directors is authorized, the Members may elect the additional Directors at the meeting.

4.6 Meetings of the Board. All meetings of the Board shall be held at the Principal Office of the ATN or at any other location within the City of Anaheim designated by resolution or unanimous, written consent of the Board. Regular and special Board meetings shall be open to all Members, Ex-Officio Members and Associates; however, no Member, Ex-Officio Member or Associate who is not an officer or Director shall participate in any deliberation or discussion unless expressly authorized by a majority vote of the Directors present and voting. The Board may, upon the vote of a majority of the Directors present and voting, adjourn a Board meeting and reconvene in executive session exclusive of all Members who are not Directors, and exclusive of all Associate Members and Ex-Officio Members, and vote upon personnel matters, litigation in which the ATN is involved or is likely to become involved or may decide to become involved, and other, similar matters requiring confidentiality. The general nature of any and all business to be considered in executive session shall be announced in open session. Notwithstanding the above, all meetings shall be conducted in accordance with the Ralph M. Brown Act (California Government Code § 54950, et seq., hereafter "the Brown Act"), including all meetings held in executive session.

4.6.1 Regular Meetings. The Board shall meet twice yearly in May and in November in conjunction with the Membership meetings. At its first regular or special meeting following the election of Board members at the Annual Meeting, the Board shall elect officers

for the upcoming year. Each Ex-officio Member shall have the right to have a representative present at each regular and special meeting of the Board and to participate in such meetings in the same manner as the Directors, except that such representatives shall not be entitled to vote.

4.6.2 Notice of Regular Meetings. The Secretary shall cause notice of the time and place of any regular meeting to be given in accordance with the Brown Act.

4.6.3 Special Meetings - Notices. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board or by any two (2) Directors other than the Chair. Written notice of the time and place of a special meeting and the nature of any special business to be considered thereat shall be posted in a prominent place at the Principal Office and shall be either delivered personally to Directors or sent to each Director in accordance with the Brown Act.

4.6.4 Director's Representative. If a Director cannot attend any regular or special meeting of the Board or general membership, they may appoint one regular representative to serve as their proxy. The Director must make this appointment in writing. The Director's representative shall exercise all voting authority granted to the Director.

4.7 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If none of the Directors is present, the Executive Director may adjourn any meeting to another time and place. If a Board meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time, or another time and place, shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

4.8 Waiver of Notice. The transaction of any business at any meeting of the Board, however called and noticed to the Directors, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and each Director who attends does so without protesting either prior thereto or at its commencement, the lack of notice to such Director, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of ATN or made a part of the minutes of the meeting.

4.9 Quorum. A majority of the number of Directors authorized by these Bylaws and appointed by the Members (even though one or more of the appointed Director positions may be vacant) shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinbefore provided. Every act or decision made or done by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board.

4.10 Compensation and Expenses. The Executive Director shall receive such compensation as may be mutually agreed between the Executive Director and the Board. No Director, and no officer other than the Executive Director, shall receive any compensation for services performed in the conduct of the ATN's business; provided, however, that the Board may cause a Member to be reimbursed for expenses incurred in carrying on the business of the ATN.

4.11 Indemnification of Directors, Officers and Employees. To the maximum extent permitted by and in accordance with the requirements and procedures of Section 7237 of the California Corporations Code or any successor state, as interpreted by the courts from time to time, the ATN shall reimburse, indemnify and hold harmless each present and future Director, officer, employee or other "agent" of the ATN (as such term is defined in said section 7237 or any successor state) and each person who, at the request of the ATN, acts as Director officer employee or agent of another foreign or domestic corporation, partnership, joint venture or other enterprise (hereinafter in this Section referred to as the "ATN representative"), from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by such ATN representative, including reasonable settlement payments, in connection with any claim, action, suit or proceeding, or threat thereof, made or instituted, in which such ATN representative may be involved or be made a party to by reason of being or having been an ATN representative or by reason of any action alleged to have been taken or omitted by such ATN representative in such capacity. The right of indemnification provided in this Section shall inure to each ATN representative regardless of whether the claim asserted is based on matters which arose in whole or in part prior to the adoption of this Section, and in the event of the death of the ATN representative, shall extend to the legal representatives of such person. The right of indemnification provided in this Section shall not be exclusive of any other rights to which any person, or any other individual, may be entitled as a matter of law, under any agreement or otherwise.

4.12 Records. The Board shall cause to be kept a complete record of all its acts and corporate affairs and shall present a statement thereof to the Members at regular meetings of Members or at any special meeting where such statement is requested in writing by twenty-five percent (25%) of the Members entitled to vote at such meeting, at least two days prior to the meeting.

ARTICLE V OFFICERS

5.1 Officers. The officers of the ATN shall consist of a Chair, Vice-Chair, Secretary, and Treasurer, all of whom shall be elected by the Board at its first regular meeting following the annual meeting of Members and shall serve for one year, and an Executive Director who shall serve at the pleasure of the Board.

5.2 The Chair of the Board shall preside at all meetings of the Board and of the Members. In the absence of the Chair, the Vice-Chair shall preside. In the absence of both the Chair and the Vice-Chair, the Executive Director shall preside.

5.3 The Vice-Chair shall perform all the duties of the Chair in the absence or disability of the Chair and, when so acting, shall have all the powers of, and be subject to, all the restrictions upon the office of Chair. The Vice-Chair shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or the Bylaws.

5.4 The Secretary shall keep, or cause to be kept, a book of Minutes at the Principal Office or such other place as the Board may order, of all meetings of Directors and Members, with the time and place of the holding of same, whether regular or special and, if special, how authorized, the notice thereof given, the names of those present or represented at Members' meetings, and the proceedings thereof.

5.4.1 The Secretary shall keep, or cause to be kept, at the Principal Office, a membership register showing the following: (1) the names and addresses of all members of the Board; (2) the name and address of each Voting and Non-voting Member and each Associate; (3) the property to which each membership relates; (4) the number of Sites or Premises owned by each Member; (5) the number of votes represented by each Member; (6) the number and date of membership certificates issued, if any; and (7) the termination of the membership of any Member or of the Associate status of any Associate, together with the date on which said membership or Associate status ceased and the number and date of cancellation of membership certificates, if any.

5.4.2 A Member may do either or both of the following, if for a purpose related to such Member's interest in the ATN: *(Amended November 17, 2010)*

5.4.2.1 Inspect and copy the record of all the Members' names, addresses and voting rights, during regular business hours, upon five (5) business days' prior written demand to the ATN; such demand shall state the purpose for which the inspection rights are requested; or

5.4.2.2 Obtain from the Secretary, upon written demand and tender of a reasonable charge, a list of the names, addresses and voting rights of those Members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled or as of a date specified by the Member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified therein as the date as of which the list is to be compiled.

5.4.3 Without consent of the Board, no membership list or part thereof may be used by any person for any purpose not reasonably related to a Member's interest in the ATN. Without limiting the generality of the foregoing, without the consent of the Board, no membership list or part thereof may be used in any of the following ways: *(Amended November 17, 2010)*

5.4.3.1 To solicit money or property unless such money or property will be used solely to solicit the vote of the Members in an election to be held by the ATN or to support an activity of the ATN;

5.4.3.2 For any purpose which the user does not reasonably and in good faith believe will benefit the ATN;

5.4.3.3 For any commercial purpose or purpose in competition with the ATN;

5.4.3.4 Sold to or purchased by any person.

5.4.4 The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board required by the Bylaws or by law to be given, and shall keep the seal of the ATN in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

5.5 The Treasurer shall cause to be kept and maintained adequate and correct account of all the properties and business transactions of the ATN. The Treasurer shall verify that books of account shall be open to inspection by any Director or by any Member at all reasonable times.

5.6 The Treasurer shall authorize expenditures as required by the Board from such depository institutions as may be designated by the Board. The Treasurer shall render requests of the Chair and Directors to carry out stated aims and objectives of the organization to ensure that financial checks and balances exist to account for the monetary condition of the ATN. The Treasurer shall direct accurate and complete presentation of financial documentation, at a reasonable level of detail, to provide a clear audit trail for all transactions. Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board and/or these Bylaws. *(Amended – 11/19/08)*

5.7 Automatic Vacancy. If any officer is absent without excuse from three consecutive, noticed regular or special meetings of the Executive Committee or the Board, or any combination thereof, the office held by such person shall be deemed vacant and shall be filled in the manner provided in these Bylaws.

ARTICLE VI MEETINGS OF MEMBERS

6.1 Regular and Special Meetings of Members.

6.1.1 Location of Meetings. All meetings of Members shall be held at the Principal Office of ATN, or at such other location within the City of Anaheim, as the Board in its discretion may select.

6.1.2 Regular Meetings. The Members shall meet twice yearly, in May and November, at a time and place to be fixed from time to time by the Board. The November meeting each year shall be the Annual Meeting, at which election of Directors shall take place, together with other business. A majority of the voting Members shall constitute a quorum for the transaction of business at any meeting of the Members.

6.1.3 Presiding Officer. The presiding officer at meetings of the Members shall be the Chair or, in the absence of the Chair, the Vice-Chair or, in the absence of both the Chair and the Vice-Chair, the Executive Director.

6.1.4 Notice of Regular Meetings. The Secretary shall cause notice of regular meetings of Members to be posted at the Principal Office of the ATN and to be given by United States Mail to all Voting and Non-voting Members at least ten (10) calendar days prior to the date fixed by the Board for the meeting. Failure of any Member, Ex-officio Member or Associate to receive actual notice of any regular meeting shall not affect the validity or binding effect of any action taken at the meeting. In addition, all notice requirements of the Brown Act shall be met.

6.1.5 Special Meetings. The Members of the ATN may hold special meetings for any purpose at the call of the Chair of the Board. Additionally, the Chair shall call a special meeting upon a vote by a majority of a quorum of the Members of the Board, or upon receipt by the Secretary of a written request for a special meeting signed by at least ten percent

(10%) of the voting Members, or upon the request of the Executive Director, or the request of any other person or persons entitled to call such a meeting under Section 7510(e) of the California Corporations Code. Upon receipt of such request, the Secretary shall cause notice to be given to the Members entitled to vote within ten (10) days after such request that a meeting will be held at the time fixed by the Chair, which time shall be not less than twenty (20) days nor more than sixty (60) days after the receipt of the request. The Secretary of the Board shall also cause notice of special meetings to be posted at the Principal Office of ATN. The notice shall specify the place, date and time of the meeting and the general nature of the business to be transacted, and that no other business may be transacted. In addition, all notice requirements of the Brown Act must be met. Failure of any Member to receive actual notice of any special meeting shall not affect the validity or binding effect of any action taken at the meeting.

6.2 Certificate of Secretary. A declaration of the mailing or other means of giving notice to Members of any Members' meeting shall be executed by the Secretary and a copy thereof shall be filed in the minute book of the ATN.

6.3 Adjournment for Lack of a Quorum. In the absence of a quorum, any meeting of the Members may be adjourned from time to time by the presiding officer, but no other business shall be transacted.

ARTICLE VII COMMITTEES

7.1 Ad Hoc Committees. The Chair of the Board shall be authorized to establish any number of ad hoc committees to investigate or discuss any issues related to the ATN and report back to the Board. No standing committees shall be established, except by action of the Board.

ARTICLE VIII MISCELLANEOUS

8.1 Record Date. The Board may fix a time, which shall be in the future, not exceeding sixty (60) days nor less than ten (10) days preceding the date of any regular or special meeting of the Members or the mailing of written ballots, as a record date for the determination of the Members, Ex-Officio Members and Associates entitled to notice of any such meeting, or to be sent such written ballots, and in such case only those Members, Ex-Officio Members and Associates of record on the date so fixed shall be entitled to notice of such meeting notwithstanding any change in any membership on the books of the ATN after any record date so fixed.

8.2 Inspection of Corporate Records.

8.2.1 The membership register, voting rights, books of account and minutes of meetings of the Members, of the Board, and any committees of the Board or of the Members shall be made available for inspection any copying by any Member, Ex-Officio Member or Associate, at the Principal Office or such other place within the City of Anaheim as the Board shall prescribe, all as provided in Sections 8330, 8331 and 8332 of the Corporations Code of the State of California.

8.2.2 The Board shall establish reasonable rules with respect to notice to be given to the custodian of the records by the Member, Ex-Officio Member or Associate desiring to make the inspection; hours and days of the week when such inspection may be

made; and payment of the cost of providing copies of documents requested by a Member, Ex-Officio Member or Associate.

8.2.3 Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the ATN and the physical property owned or controlled by the ATN, all as provided in the Corporations Code of the State of California. Without limiting the generality of the foregoing, the right of inspection by a Director includes the right to make extracts and copies of documents.

8.3 Checks and Drafts. All checks, drafts, or other orders for payment of money, or notes or other evidences of indebtedness, issued in the name of or payable to the ATN, shall be signed or endorsed by the Treasurer and such officer or officers and in such manner as, from time to time, shall be determined by resolution of the Board.

8.4 Contracts; How Executed. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any written contract or execute any instrument in the general, or confined to specific, instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the ATN by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.5 Annual Report and Other Financial Information. A report consisting of the following financial information shall be distributed within one hundred twenty (120) days after the close of the fiscal year to all Members, Ex-Officio Members and Associates, regardless of the number of Members, Ex-Officio Members, and Associates or the amount of assets of the ATN:

8.5.1 A balance sheet as of the end of the fiscal year;

8.5.2 An operating (income) statement for the fiscal year;

8.5.3 A statement of changes in financial position of the Association for the fiscal year;

8.5.4 For any fiscal year in which the gross income to the ATN exceeds seventy-five thousand dollars (\$75,000.00), a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

8.5.4.1 This report shall also contain a statement of the place where the names and addresses of the current Members and Associates may be found and any information regarding inside transactions required to be reported by Section 8322 of the Corporations Code or any successor statute hereof.

8.5.4.2 If the report referred to above is not prepared by an independent accountant, it shall be accompanied by the certificate of the Treasurer that the statement was prepared from the books and records of the ATN without independent audit or review.

8.5.4.3 In addition to financial statements, the Board shall annually distribute within sixty (60) days prior to the beginning of the fiscal year a statement of the ATN's policies and practices in enforcing its remedies against Members for defaults in the payment of investments and assessments, including the recording and foreclosing of liens against the Member's Site.

8.6 Inspection of Bylaws. The ATN shall keep in its Principal Office the original or a copy of the Bylaws as amended, certified by the Secretary, which shall be open to inspection by all Members, Ex-Officio Members and Associates at all reasonable times.

8.7 Singular Includes Plural. Wherever the context of these Bylaws requires same, the singular shall include the plural, and the masculine shall include the feminine.

8.8 Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Rules and these Bylaws, the Bylaws shall control.

ARTICLE IX AMENDMENTS

9.1 Powers of Members. The Bylaws may be adopted, amended or replaced only by the vote or written assent of the following:

9.1.1 A majority vote of the Board of Directors, and

9.1.2 A vote of approval by more than fifty percent (50%) of all Voting Members present at an annual; or more than fifty percent (50%) of all Voting Members present at special meeting of the Members if a quorum is established.

9.1.3 Notwithstanding the above provisions, the percentage of the total voting power of the ATN necessary to amend a specific clause or provision in the Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

9.1.4 Whenever an amendment or new Bylaw is adopted, the amendment or new Bylaw shall take effect immediately upon adoption, unless a later date is stated in the motion or other action adopting the amendment or new Bylaw. Whenever a Bylaw is repealed, the repealed Bylaw shall cease to be effective immediately upon repeal, unless otherwise stated in the motion or other action effecting the repeal.

9.2 Record of Amendments. Whenever an amendment or new Bylaw is adopted it shall, together with its effective date, be placed in the book of Bylaws in the appropriate place. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed, and the effective date of the repeal, shall be stated in said book.

9.3 Biennial Review of Bylaws. At any Annual or Special Meeting of the Members, the Board may present its recommendations for additions, repeals and other amendments to the Bylaws, and the Members shall vote on each proposed addition, repeal and other amendment. Amendments may also be proposed by any Member at any Annual or Special

Meeting of the Members and may be adopted at the same Meeting or at an adjourned Regular Meeting, provided adequate notice is provided consistent with the Brown Act.

[END]

Appendix 3: ATN Executive Director – Resume

DIANA KOTLER

Fountain Valley, CA ♦ (714) 350-3877 ♦ bkotler@gmail.com

EXPERIENCED PUBLIC TRANSPORTATION PROFESSIONAL

- ♦ **Entrepreneurial and accomplished Executive Director**
focused on long-term structural goals, exhibiting creativity and resourcefulness
in seeking to harness trends to deliver superior investment return
- ♦ **A visionary thinker with strong strategic and analytic skills,**
possessing great organizational and decision-making skills,
showing exemplary tenacity and drive to obtain desired results
- ♦ **An assertive leader with consummate interpersonal and communication skills**
combining the ability to develop top-ranking teams
with a real talent for building rapport and consensus
in a constant effort to achieve maximal operational efficiency,
overcome obstacles and secure agreements

CORE SKILLS

- Policy Development
- Board Leadership and Support
- Financial & Strategic Planning
- Organizational Leadership & Operations
- New Service Development & Delivery
- Strategic Alliances & Partnerships
- Institutional Development & Structure
- Marketing & Branding
- Corporate, Public & Media Relations
- Volunteer for Industry Associations
- Mentor and Technical Expert for Community Groups and Non-profit Organizations

CAREER ACCOMPLISHMENTS

12/2003 – PRESENT

ANAHEIM RESORT TRANSPORTATION (ART)

ANAHEIM, CA

Executive Director

- Hired to reorganize ART into a self-sustaining public transit system
 - Restructured existing contractual arrangements
 - Renegotiated local assessment structure for local constituency
 - Obtained Federal Public Administration Designation
 - Developed and passed local assessment/business improvement district
- Charted ART successive expansions
 - Opened a new administrative and maintenance facility
 - Oversaw service and fleet expansion from 8 to 23 routes and from 18 to 81 buses
 - Introduced public transit services to local tourist destinations in Orange County, CA:

The Anaheim Resort, Disneyland Resort, Downtown Disney, Downtown Anaheim Anaheim Convention Center, Knott's Berry Farm, Honda Center, Angel Stadium, CtrCity Anaheim, The Platinum Triangle, Segestrom Center for the Arts, Regional Retail Shopping Centers, Cultural Facilities, 72 local lodging establishments
 - Served on policy and technical project management teams: I-5 Freeway expansion project; opening of Anaheim Regional Intermodal Transportation Center (ARTIC); several Anaheim and Disneyland Resort expansions
- Currently developing Mobility on Demand Public Private Partnership (P3) Consortium to forge transportation industry's paradigm shift for service provision

1990 – 2003

CITY OF ANAHEIM

ANAHEIM, CA

Principal Transportation Planner (1995 – 2003)

- Successfully met objectives of the position:
 - Participated in the development of the Specific Plan Mitigation Monitoring Program and compliance measures to secure long-term institutional structure for public transit operations
 - Created Anaheim Resort Transportation (ART)--a clean fuel transportation system allowing for development in the Anaheim/Disneyland Resort and Platinum Triangle
 - Nurtured political and business relationships to endorse ART services and relinquish private transportation operations
- Engaged state and federal advocacy resources with political delegations to obtain initial funding
- Managed consulting efforts and closely collaborated with Disney Imagineering teams

Transportation Planning Specialist – Public Works (1991 – 1995)

- Spearheaded the planning, development and implementation of public transportation alternatives to single-occupancy vehicles (Commuter Assistance Program)
- Administered budget and reporting under AB2766 program
- Developed Event Center Transportation Program in compliance with South Coast Air Quality District regulations

Intern – Business License Division (1990 - 1991)

- Created a database listing all the city licensed contractors

EDUCATION

California State University of Long Beach, Long Beach, CA

- Master of Arts in Economics, with concentration in Urban Planning (1993)
- Bachelor of Science in Finance (1990)

CHALLENGES AND RESULTS

Challenges:

- Start ART service for the opening of Disney® California Adventure
- Restructure operating and financial arrangements
- Built reputation and brand identity

Actions:

- Garner necessary resources to begin ART services in May 2002
- Procure new transportation services provider
- Reorganize internal organizational structure

Results:

- Improved financial performance from deficit to operations with excess revenue
- Expanded services to increase transit reach and purpose
- Obtained FTA approval for Section 5307 funds

Bottom Line:

- ART farebox recovery is 65% - 70%
-

Challenges:

- Expanded ART service in response to economic development
- Restructured operations to meet multi-modal service demands with opening on Anaheim Regional Transportation Intermodal Center (ARTIC)
- Developed a vision for future paradigm shift in transportation service delivery with Mobility on Demand functions

Actions:

- Develop local Cost Allocation assessment model and Will Serve Process (Self-Help City)
- Led operation and customer service information center at ARTIC
- Procure P3 consulting team for Mobility on Demand applications

Results:

- Ridership growth from 3 million to 9.4 million annual trips
- Real-time passenger and InfoTainment system deployment slated for Summer 2017
- Development of MicroTransit services slated by late Fall 2017

Bottom Line:

- Exclusive operating franchise from the City of Anaheim

REFERENCES

LUANNA HUBER

Walt Disney Company

Director of Environmental Compliance & Corporate Citizenship

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luanna.huber@disney.com

KATHLEEN BRACKE

City of Boulder

Manager – Go Boulder

330-441-4155

brackek@bouldercolorado.gov

MICHELLE KIRKHOFF

San Bernardino Association of Governments

Director of Transportation Services (*Retired*)

909-534-8767

mkirkhoff@me.com

ALFRED YALDA

RRM Design Group

Principal

7147-654-2925

ayalda@rrmdesign.com

Appendix 4: ATN 2019 Board of Directors



2019 ATN Board of Directors

Board Member	Organization	Current Board Position	Term
Fred Brown	Desert Palm Hotel & Suites	Director (Vice Chair)	December 2020
Charles Harris <i>Mindy Abel*</i>	Visit Anaheim	Director	December 2020
Ian Gee	Sheraton Park	Director	December 2019
Ronald Kim	Prospera Hotels	Director	December 2020
Dan Lee	City of Anaheim	Director	December 2020
Bharat Patel	Castle Inn & Suites	Director	December 2020
Bhavesh "Bo" Patel	Anaheim Marriott	Director	December 2019
Jeffrey Runsten <i>Sarah Monks*</i>	Hilton Anaheim	Director	December 2019
Shaheen Sadeghi <i>Chris Bennett</i>	The Lab Holdings	Director	December 2019
Paul Sanford	Wincome	Director (Chairman)	December 2020
John Woodhead	Downtown Anaheim Merchants Association	Director	December 2020
Vacant	TBD	Director	December 2019
PERMANENT SEATS PER BYLAWS			
<i>Matthew Hicks*</i>	Disneyland® Resort	Director (Secretary)	
Brian Sanders	Angels Baseball	Director	
Merit Tully	Honda Center/Anaheim Ducks	Director (Treasurer)	
EXECUTIVE STAFF (Non-Voting Members)			
Diana Kotler	ATN	Executive Director	
Fred M. Whitaker	Cummins & White LLP	Legal Counsel	

Notes: According to existing bylaws, the Anaheim Transportation Network (ATN) Board of Directors consists of an odd number of Directors, not smaller than nine (9) nor greater than fifteen (15) with three (3) seats designated as Permanent Seats. Any current ATN member is eligible to serve on the Board and there is no limit on the number of terms an individual may serve as Director. Board Members are elected by a majority vote of the members present.

* *Proxy ATN Board of Directors Member*

**Appendix 5: ATN Financial Statements –
June 30, 2018**

**ANAHEIM TRANSPORTATION NETWORK
CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Anaheim Transportation Network

We have audited the accompanying consolidated financial statements of Anaheim Transportation Network and its wholly owned subsidiary ATN Asset Holding Company, LLC (collectively referred to as the "Organization") which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the Organization's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Anaheim Transportation Network as of June 30, 2018 and 2017, and the consolidated changes in its net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and related directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

A handwritten signature in black ink, appearing to read "Farber Hass Hurley LLP". The signature is written in a cursive, flowing style.

Farber Hass Hurley LLP

Chatsworth, CA
December 21, 2018

**ANAHEIM TRANSPORTATION NETWORK
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017**

ASSETS		
	2018	2017
Assets		
Cash and cash equivalents	\$ 659,941	\$ 517,766
Investments	690,700	685,803
Accounts receivable	3,459,760	3,340,854
Fuel credit receivable	649,293	382,754
Prepaid expenses	91,841	66,777
Inventory	199,724	207,706
Total current assets	5,751,259	5,201,660
Property and equipment, net	8,341,811	9,213,045
TOTAL ASSETS	\$ 14,093,070	\$ 14,414,705
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 3,847,477	\$ 2,441,797
Accrued and other liabilities	475,670	1,003,209
Line of credit	-	100,000
Unearned revenue	101,970	108,480
Capital lease, current portion	268,760	258,008
Notes payable, current portion	61,311	329,047
Total current liabilities	4,755,188	4,240,541
Capital lease, long-term portion	1,327,523	1,596,282
Notes payable, long-term portion	1,996,738	1,847,293
TOTAL LIABILITIES	8,079,449	7,684,116
Net assets		
Unrestricted	6,013,621	6,730,589
TOTAL LIABILITIES AND NET ASSETS	\$ 14,093,070	\$ 14,414,705

See accompanying independent auditors' report and notes to the financial statements.

**ANAHEIM TRANSPORTATION NETWORK
CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	2018	2017
REVENUES AND OTHER SUPPORT		
ART revenue	\$ 14,260,453	\$ 14,070,761
Grant revenue	1,725,154	1,206,545
Program revenue	378,515	97,614
Membership revenue	57,448	56,253
Other income	399,773	258,172
TOTAL REVENUES	\$ 16,821,343	\$ 15,689,345
EXPENSES		
Program expenses		
Route 20 operating expenses	\$ 6,271,646	\$ 5,463,865
Grant expense	155,494	202,647
Other program expenses	9,114,584	9,019,653
General, selling, and administrative	1,996,587	1,904,704
TOTAL EXPENSES	17,538,311	16,590,869
CHANGES IN NET ASSETS	(716,968)	(901,524)
UNRESTRICTED NET ASSETS, Beginning of year	6,730,589	7,632,113
UNRESTRICTED NET ASSETS, End of year	\$ 6,013,621	\$ 6,730,589

See accompanying independent auditors' report and notes to the financial statements.

**ANAHEIM TRANSPORTATION NETWORK
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (716,968)	\$ (901,524)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	1,543,788	1,382,528
Change in assets and liabilities:		
Accounts receivable	(118,906)	(599,022)
Prepaid expenses	(25,064)	(39,271)
Inventory	7,982	(9,756)
Accounts payable	1,405,680	1,628,789
Accrued and other liabilities	(527,539)	307,262
Unearned revenue	(6,510)	74,570
CASH USED BY OPERATING ACTIVITIES	<u>1,562,463</u>	<u>1,843,576</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of certificate of deposits	(4,897)	(201,617)
Reinvested interest income	-	-
Purchases of property and equipment	(672,554)	(1,030,071)
CASH USED IN INVESTING ACTIVITIES	<u>(677,451)</u>	<u>(1,231,688)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on notes and loans payable	(118,291)	(66,884)
Proceeds from/payments on line of credit	(100,000)	(100,000)
Proceeds from issuance of notes and loans payable	-	69,925
Payments on capital lease obligations	(258,007)	(145,710)
CASH USED IN FINANCING ACTIVITIES	<u>(476,298)</u>	<u>(242,669)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	408,714	369,219
CASH AND CASH EQUIVALENTS, beginning of year	<u>517,766</u>	<u>148,547</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 926,480</u>	<u>\$ 517,766</u>
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Property and equipment funded by capital lease borrowings	<u>\$ -</u>	<u>\$ 2,000,000</u>
Supplemental Disclosure of Cash Flow Information:		
Cash paid for interest	<u>\$ 162,771</u>	<u>\$ 140,551</u>
Cash paid for taxes	<u>\$ 71,470</u>	<u>\$ 55,689</u>

See accompanying independent auditors' report and notes to the financial statements.

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 1 NATURE OF THE ORGANIZATION

The Anaheim Transportation Network (the Organization) was formed in September 1995, as a California non-profit organization, tax-exempt under Section 501(c)(4) of the Internal Revenue Code (IRC). The Organization provides transportation coordination services to businesses, employees, and visitors of the Anaheim resort area. The Organization's primary goal is to help mitigate current transportation problems and enhance transportation options by providing reliable and efficient transportation solutions in order to create a positive and satisfying environment for employees, customers, visitors, and residents of the City of Anaheim. The Organization receives its primary funding from transportation programs in the City of Anaheim (the City) and the County of Orange, subrecipient federal awards and membership dues. During the fiscal year ended June 30, 2017, the Organization received grants from the City's Tourism Improvement District to provide transportation services at the new Anaheim Regional Transportation Intermodal Center (ARTIC). Members of the board of directors are elected by voting members made up of local businesses serviced by the Organization. In the event of dissolution of the Organization the remaining assets will be distributed to other non-profits.

ART Transportation Program

The City has designated the Organization to administer the Anaheim Resort Transportation (ART) project on the City's behalf. Working with the hospitality industry, the City, the Orange County Transportation Authority (OCTA), and First Transit (FT), the Organization created a high quality, clean fuel transportation system for the Anaheim resort area. The ART fleet is composed of propane and compressed natural gas vehicles. This program offers services to the entire Anaheim Resort area, allowing passengers the ability to circulate and access the event centers, shopping, dining, and evening entertainment in the area.

General Membership Programs

The Organization has a membership program that provides a variety of services and benefits to member companies including, but not limited to, regulatory compliance assistance with Rule 2202 (Ridesharing Rule), legislative and regulatory tracking, and other transportation related projects.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of financial presentation

This summary of significant accounting policies of the Organization is presented to assist in understanding the Organization's consolidated financial statements. The consolidated financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (GAAP) and have been consistently applied in the preparation of the consolidated financial statements.

The net assets of the Organization and changes therein are classified and reported as follows:

- *Unrestricted net assets* – Net assets that are not subject to donor-imposed stipulations and that may be expendable for any purpose in carrying out the Organization's mission

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of financial presentation (Continued)

- *Temporarily restricted net assets* – Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organization and/or the passage of time. As the restrictions are satisfied, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the accompanying statements of activities as net assets released from restrictions. Temporarily restricted net assets that have been both earned and have had their restrictions met in the current year are recorded as unrestricted net assets. As of June 30, 2018 and 2017, the Organization had no temporarily restricted net assets.

- *Permanently restricted net assets* – Net assets to be held in perpetuity as directed by donors. The income from the contributions is available to support activities of the Organization as designated by the donors. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

Principles of Consolidation

The consolidated financial statements include the accounts of Anaheim Transportation Network and its wholly owned subsidiary ATN Asset Holding Company, LLC, (Collectively referred to as the “Organization”) All material intercompany accounts, transactions and profits were eliminated in the consolidated financial statements.

Cash and cash equivalents

The Organization considers all highly liquid instruments purchased with an original maturity of three months or less to be cash equivalents.

The Organization maintains its cash and cash equivalents in multiple financial institutions. Deposits held with these financial institutions may exceed the amount of insurance provided on such deposits. The balance is insured by the Federal Deposit Insurance Corporation (FDIC). There was an uninsured balance of \$409,424 as of June 30, 2018. Management does not believe that the Organization is subject to any unusual financial risk beyond the normal risk associated with commercial banking relationships. The Organization has not experienced any losses on its deposits of cash and cash equivalents.

Investments

Investments are comprised entirely of certificates of deposits and are stated at cost, adjusted for premiums and discounts, which approximates fair value, and are intended to be held until maturity. Interest income is accrued when earned.

Accounts receivable

Accounts receivable is recorded at book value, net of the allowance for doubtful accounts. The Organization extends credit to its customers, substantially all of whom are businesses operating in Anaheim, California. Collateral is generally not required. Credit losses are provided for in the allowance for doubtful accounts based on management’s historical experience. Management has determined that an allowance is not necessary as of June 30, 2018 and 2017.

Inventory

Inventory consists of bus ticket stock as well as maintenance parts for the busses. Such inventory is valued on the first-in first-out basis at the lower of cost or market.

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and equipment

Property and equipment are reported at cost at the date of purchase or estimated fair value at the date of donation, net of accumulated depreciation. Depreciation and amortization are recorded using the straight-line method over the estimated useful life of the assets. Property and equipment consist of land, buildings, furniture and equipment, and vehicles. The estimated useful lives of assets are as follows: buildings and improvement – forty years, vehicles – three to seven years, furniture and equipment – five to ten years.

Expenses for major renewals and betterments that extend the useful lives of the assets are capitalized. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Costs for routine maintenance and repairs are charged to expense as incurred.

Unearned revenue

Unearned revenue is comprised of amounts received for advertising and hotel flat rate fees received in advance. Unearned revenue is classified as a liability, and recognized as revenue over the period in which services are provided.

Advertising

Advertising costs are charged to operations when incurred. Advertising costs for the years ended June 30, 2018 and 2017, totaled \$159,936 and \$319,906, respectively.

Tax exempt status

The Organization has qualified for tax exempt status under Section 501(c)(4) of the IRC and, generally, is subject to state and federal income taxes on any net income that is derived from a trade or business, regularly carried on, and not in furtherance of the purpose for which the Organization was granted exemption. For the years ended June 30, 2018 and 2017, the Organization earned income related to unrelated business activities. Income tax expense for the years ended June 30, 2018 and 2017, on unrelated business income received during those years consists of franchise income tax of \$9,819 and \$5,881, respectively. The Organization has recognized no interest or penalties related to unrelated business activities and does not expect material changes within the next twelve months. The Organization believes it is no longer subject to income tax examinations to Federal and State taxing authorities for years prior to 2015 and 2014, respectively.

Use of estimates

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Recent accounting pronouncements

On August 18, 2016, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities. The amendments in this update are designed to improve the current net assets classification requirements and the information presented in the financial statements and notes about a not-for-profit entity's liquidity, financial performance, and cash flows. The amendments in this ASU are effective for annual financial statements issued for fiscal years beginning after December 15, 2017. Early adoption is permitted. Amendments should be applied on a retrospective basis in the year the update is first applied. Management is currently evaluating the impact on the amendments in this ASU will have on the consolidated financial statements.

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent accounting pronouncements (Continued)

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract. The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchased by the lessee. This classification will determine lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than twelve months regardless of their classification. Leases with a term of twelve months or less will be accounted for similar to existing guidance for operating leases today. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. The standard is effective on January 1, 2020 with early adoption permitted. Management is currently evaluating the effect on this updated standard that will have on the consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606). The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity is expected to be entitled for those goods or services. ASU 2014-09 defines a five-step process to achieve this core principles and in, doing so, it is possible more judgement and estimate may be required under existing U.S. GAAP, including identifying performance obligation in the contract, estimating the amount of the variable consideration to include in the transaction price and allocating the transaction prices to each performance obligation. Revenue from contributions and investments income are not impacted by the new standard. ASU 2014-09 will be effective for annual reporting periods beginning after December 15, 2019 using either of two methods: a) retrospective to each prior reporting period presented with the option to elect certain practical expedients as defined within ASU 2014-09; or b) retrospective with the cumulative effect of initially applying ASU 2014-09 recognized at the date of the initial application and providing certain additional disclosures as defined in ASU 2014-09. Management has not yet selected a transition method and is currently evaluating the impact on this updated standard that will have on the consolidated financial statements.

NOTE 3 LINE OF CREDIT

Effective July 23, 2014, the Organization obtained a revolving line of credit with a local bank for capital expenditures with initial maturity date of July 23, 2015. During fiscal year 2017, the line of credit was extended to May 31, 2018. The maximum credit limit of \$500,000 is secured by a UCC-1 financing statement filed on the Organization's assets. The interest rate is calculated based on 2.25% plus Libor rate. The credit limit was closed on May 31, 2018.

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 4 CONCENTRATION OF CREDIT RISK

Effective March 18, 2010, the Organization entered into a contractual agreement with Disneyland Resort, a division of Walt Disney Parks and Resorts U.S., Inc. The Organization is providing a public transit route, Route 20, which is an express downtown circulatory service to connect various Anaheim Resort parking facilities and the East Esplanade – the main transportation center for Disneyland Resort. Disneyland Resort agreed to compensate the Organization for all associated start-up costs and operating expenses through an assessment fee. For the years ended June 30, 2018 and 2017, the Organization received \$6,361,836 and \$5,510,456, respectively, of its total revenue from Disneyland Resort. Termination of this contract by either party could negatively affect the revenues of the Organization and the Organization’s results of operations.

The Organization has contracted with one company to provide transportation services in the Anaheim area. The Organization believes that if this provider were to discontinue services, a similar service provider could be engaged with minimal economic effect to the Organization.

The Organization engages in substantially all of its business within the city of Anaheim. Significant downturns in the local economy could impact the Organization’s profitability. The Organization believes that the city is committed to fuel efficient public transportation and therefore represents a low economic risk.

NOTE 5 ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2018 and 2017, is comprised of the following:

Accounts receivable:	<u>2018</u>	<u>2017</u>
City of Anaheim	\$ 13,390	\$ 19,814
Walt Disney Parks and Resorts U.S.A., Inc.	1,178,471	1,541,511
Other receivables	714,927	989,375
Accrued grant receivables	1,552,972	790,154
Alternative fuel credit receivable	<u>649,293</u>	<u>382,754</u>
Accounts receivable	<u>\$ 4,109,053</u>	<u>\$ 3,723,608</u>

NOTE 6 FEDERAL FUNDING ASSISTANCE

Orange County Transportation Authority (OCTA) is the designated grant recipient for the Department of Transportation’s (DOT) Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Grant funds and FTA Section 5309 Discretionary Capital Grant funds for Orange County. The Organization has been deemed an eligible subrecipient to receive FTA Section 5307 Urbanized Area Formula Grant funds and FTA Section 5309 Discretionary Capital Grant funds. OCTA and the Organization entered into a cooperative agreement allowing OCTA to pass awarded federal grant funds to the Organization. The Organization will use the federal financial assistance for preventative maintenance on transportation equipment, bus replacement, and other capital projects falling within the compliance guidelines as established by OCTA, FTA, DOT, and other relevant governing bodies.

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 6 FEDERAL FUNDING ASSISTANCE (Continued)

The subrecipient federal financial assistance is considered to be a reimbursement transaction. In addition, federal funds are first exchanged for local funds before being received by the Organization. Therefore, the nature of funding received is local not federal. Accordingly, revenue is recognized when earned and expenses are recognized as incurred. Subrecipient grant receipts and disbursements for the years ended June 30, 2018 and 2017, were as follows:

	<u>2018</u>	<u>2017</u>
Grant receipts:		
Section 5307 -Urbanized Area Formula Grant	\$ -	\$ -
Grant disbursements:		
Section 5307 -Urbanized Area Formula Grant	<u>1,552,972</u>	<u>790,154</u>
Amount to be refunded	<u>\$ 1,552,972</u>	<u>\$ 790,154</u>

On April 26, 2018 Anaheim Transportation Network received a full grant award for \$28,617,000 from the State of California (CalSTA) Transit, California Department of Transportation (Caltrans), and Intercity Capital Program (TIRCP). Award would be funded for forty Zero Emission Busses, MicroTransit Service, and partial funding for Anaheim Transportation Network’s new facility. The project is scheduled to begin in the Fall of 2018 and will continue through end of 2020/2021.

NOTE 7 PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Land	\$ 2,250,000	\$ 2,250,000
Furniture and equipment	963,112	963,112
Building and improvements	1,331,810	1,813,385
Vehicles	<u>11,236,781</u>	<u>10,082,652</u>
Total	15,781,703	15,109,149
Less: accumulated depreciation	<u>(7,439,892)</u>	<u>(5,896,104)</u>
Property and equipment, net	<u>\$ 8,341,811</u>	<u>\$ 9,213,045</u>

Depreciation expense for the years ended June 30, 2018 and 2017 amounted to \$1,543,788 and \$1,382,528 respectively.

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 8 CAPITAL LEASE

On October 21, 2016, the client signed a capital lease for four busses for \$2,000,000. The lease will be payable in eighty-four consecutive monthly payments of \$27,421 of both principle and interest, commencing on December 5, 2016, and maturing on November 5, 2023. The lease charges an interest rate of 4.09%. The outstanding balance as of June 30, 2018 is \$ 1,596,283.

Future principal payments are as follows:

<u>Years ending June 30,</u>	<u>Amount</u>
2019	\$ 183,388
2020	192,433
2021	202,291
2022	212,465
2023	223,152
Thereafter	480,474
Total	\$ <u><u>1,494,203</u></u>

NOTE 9 NOTES AND LOANS PAYABLE

	<u>2018</u>	<u>2017</u>
Note payable, interest at 11.75% per year beginning March 15, 2017 and payable in full on March 15, 2019	\$ -	\$ 59,384
Loan payable, interest at 3.950% per year beginning January 1, 2015 and payable in 120 monthly installments of \$11,885. Secured by the property at 1354 S. Anaheim Blvd.	2,058,049	2,116,956
Total notes and loans payable	\$ <u><u>2,058,049</u></u>	\$ <u><u>2,176,340</u></u>

Future principal payments are as follows:

<u>Years ending June 30,</u>	<u>Amount</u>
2019	\$ 41,515
2020	43,405
2021	45,979
2022	48,396
2023	1,870,705
Thereafter	-
Total	\$ <u><u>2,050,000</u></u>

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 10 OTHER INCOME

For the years ended June 30, 2018 and 2017, other income consisted of the following:

	2018	2017
Alternative fuel tax credit	\$ 392,817	\$ 245,337
Interest income and miscellaneous	3,920	12,834
Loss on disposal of equipment	3,036	-
Total	\$ 399,773	\$ 258,171

NOTE 11 ENVIRONMENTAL CONTINGENT LIABILITY

Contingent liabilities are existing conditions, situations, or a set of circumstances involving uncertainty as to possible gain or loss to an entity that will ultimately be resolved when one or more future events occur or fail to occur.

As of June 30, 2018, the Organization is not aware of any certain contingent, environmental liabilities that may eventually result in the payment of substantial monetary claims to third parties. The likelihood of this liability is remote and not reasonably possible to estimate. The Organization does not believe that any environmental contingent liability, if any, will result in material expenses.

These future costs are not fully determinable due to such factors as the unknown magnitude of possible contamination, the unknown timing and extent of corrective actions that may be required, the determination of the Organization's liability in proportion to other responsible parties, and the extent to which such costs are recoverable from third parties.

In addition, the Organization participates in the Special Property Insurance Program (SPIP) with Alliant Insurance Services, Inc. This policy covers accidental contaminations of \$250,000 per occurrence and \$250,000 annually per member with a \$500,000 annual maximum for all members per declaration.

NOTE 12 RETIREMENT PLAN

The Organization maintains a qualified 403(b) Plan (the Plan). Employees are eligible to participate in the Plan upon hire. Each employee, after entering the Plan, is eligible to make elective salary deferrals up to the maximum deferral each year as permitted by federal law based on the employee's age.

Starting January 1, 2016, the Organization provides a matching contribution up to 2.5% of an employee's salaries and wages. Employees must contribute to their retirement plan in order to be eligible to receive the match. For the years ended June 30, 2018 and June 30, 2017 the Organization contributed \$20,618 and \$21,789 to the Plan.

ANAHEIM TRANSPORTATION NETWORK
Notes to Consolidated Financial Statements
For the Years Ended June 30, 2018 and 2017

NOTE 13 LONG-TERM COMMITMENTS

The Organization leases its office space as well as a parking lot from the city of Anaheim at a discounted rate which can be cancelled on three months' notice. The client paid \$50,675 and \$56,970 in rent expense for the facility rent for the years ended June 30, 2018 and June 30, 2017.

In addition, the client leases numerous pieces of equipment. The Organization paid \$27,260 and \$26,087 in lease payments on equipment for the years ended June 30, 2018 and June 30, 2017.

Future minimum lease payments for the next five years are as follows:

<u>Years ending June 30,</u>	<u>Amount</u>
2019	\$ 12,716
2020	4,166
Total	\$ <u>16,882</u>

The Organization leases its Liquefied Natural Gas (LNG) fuel tank under an operating lease. The monthly fee is based on fuel usage and current fuel costs. For the years ended June 30, 2018 and 2017 the client paid \$369,851 and \$350,485 in fees under this lease.

NOTE 14 – SUBSEQUENT EVENTS

Subsequent to June 30, 2018, the Organization refinanced the property loan to a new financial institution for a total loan amount of \$2,050,000 with a maturity date of December 2023. The property loan carries a variable interest rate at the London Interbank Offered Rate ("LIBOR") plus 1.93% (effective rate of 5.063%). The Organization will pay this loan in 60 monthly payments of \$12,148 and the initial payment will commence on January 5, 2019.

Along with the new property loan, the Organization refinanced 4 busses to the same financial institution. The total loan amount is for \$1,494,000 with maturity date of December 2025 and interest rate of 4.850%. The Organization will pay this loan in 83 monthly payments of \$21,063 and the initial payment will commence on January 6, 2019.

The future minimum required payments of the new loans above, are reflected in Notes 8 and 9 of the consolidated financial statements.

Subsequent to June 30, 2018, the same financial institution issued commercial credit card for \$850,000 with variable interest rate of 9.99%. Interest shall only be payable if the account is not settled by the monthly due date and becomes past due.

Management of the Organization has reviewed the changes in their net assets and evaluated subsequent events for the period of time from their year end of June 30, 2018 through December 21, 2018, the date the consolidated financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

ANAHEIM TRANSPORTATION NETWORK
SCHEDULE I - STATEMENTS OF GRANT AND PROGRAM REVENUES
YEARS ENDED JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
ART revenues:		
Route 20	\$ 6,361,836	\$ 5,510,456
ART ticket sales	4,120,124	4,525,030
Hotel flat rate	2,437,710	2,389,052
Advertising	817,131	818,821
Group sales	389,866	676,058
Hotel kiosk lease	108,500	120,000
Metrolink route 15	3,278	3,958
Amtrak	22,008	27,386
Total ART revenues	<u>14,260,453</u>	<u>14,070,761</u>
Grant revenues:		
Local grants:		
Section 5339	91,000	102,778
Section 5307	749,818	788,180
Local grants (ATID, Costa Mesa, Ctr City Anaheim)	884,336	315,587
Total grant revenues	<u>1,725,154</u>	<u>1,206,545</u>
Program revenues:		
Downtown shuttle service	284,389	71,518
Rideshare transit passes	5,645	10,158
Costa Mesa service	78,993	-
Commuter incentives	9,488	15,938
Total program revenues	<u>378,515</u>	<u>97,614</u>
Membership dues	<u>57,448</u>	<u>56,253</u>
Total ART grant and program revenues	<u>\$ 16,421,570</u>	<u>\$ 15,431,173</u>

See accompanying independent auditors' report and notes to the financial statements.

ANAHEIM TRANSPORTATION NETWORK
SCHEDULE II - STATEMENTS OF OPERATING, GRANT AND PROGRAM EXPENSES
YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
Route 20 operating expenses:		
Anaheim resort transit service	\$ 3,905,553	\$ 3,298,473
Leased buses:		
Repairs and maintenance	894,583	696,260
Fuel	739,932	647,128
Salaries and benefits	731,578	822,004
Total route 20 operating expenses	6,271,646	5,463,865
Grant expenses:		
Local grants:		
Local formula grant	129,038	88,590
Caltrans grant	26,456	114,057
Total grant expenses	155,494	202,647
Program expenses:		
Transit service expenses	3,533,152	3,272,301
Transit service expenses - other	-	
Depreciation	1,296,782	1,157,234
Downtown shuttle service	-	88,072
Fuel supplies	958,882	931,141
Salaries and benefits	1,493,396	1,477,730
Commuter incentives and bus maintenance	414,307	711,110
Professional services	384,390	262,600
Participation usage credit	168,422	241,999
Telecommunication	167,152	127,480
Furniture and equipment	105,375	109,263
Taxes	70,770	55,689
Marketing	87,029	113,301
Interest	162,771	140,551
ART transit passes	10,016	24,636
Rideshare transit passes	8,925	13,964
Mobile ticketing service fees	18,755	45,897
Facility rental	50,675	56,970
Miscellaneous	183,785	189,715
Total program expenses	9,114,584	9,019,653
 Total operating, grant and program expenses	 \$ 15,541,724	 \$ 14,686,165

See accompanying independent auditors' report and notes to the financial statements.

ANAHEIM TRANSPORTATION NETWORK
SCHEDULE III - STATEMENTS OF GENERAL AND ADMINISTRATIVE EXPENSES
YEARS ENDED JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
General, selling, and administrative expenses:		
Salaries and wages	\$ 515,681	\$ 454,347
Professional and legal services	366,510	296,878
Depreciation	247,006	225,294
Insurance:		
Property	53,263	55,319
Group medical	25,151	27,937
Pollution liability	10,585	11,620
Workers' compensation	166,804	113,539
Crime	2,250	2,242
Marketing	72,907	206,605
Utilities	91,935	121,736
Kiosk merchant fees	55,003	68,546
General travel and promotion	59,465	53,410
Payroll taxes	55,849	57,292
Administrative fees	54,155	33,533
Dues and subscriptions	63,746	43,587
Miscellaneous	32,196	34,629
Bank charges	11,673	11,091
Automotive expenses	9,092	7,781
Conference expenses	6,138	7,850
Postage expenses	11,054	11,167
Storage rent	1,902	2,769
Payroll processing fees	13,959	10,867
Meals and entertainment	7,393	7,493
Taxes and licenses	1,762	2,481
Professional development and training	5,028	4,971
Board meeting expenses	4,038	1,154
Credit card fees	52,042	30,566
Total general and administrative expenses	<u>\$ 1,996,587</u>	<u>\$ 1,904,704</u>

See accompanying independent auditors' report and notes to the financial statements.

**ANAHEIM TRANSPORTATION NETWORK
SCHEDULE IV - STATEMENTS OF OTHER INCOME
YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
Other income:		
Alternative fuel tax credit	\$ 392,817	\$ 245,337
Miscellaneous and interest income	3,920	12,835
Loss on disposal of equipment	3,036	-
Total other income	<u>\$ 399,773</u>	<u>\$ 258,172</u>

See accompanying independent auditors' report and notes to the financial statements.

**Appendix 6: City of Anaheim
Ordinance No. 5911 – Granting
of Non-Exclusive Franchise**

ORDINANCE NO. 5911

AN (UN-CODIFIED) ORDINANCE OF THE CITY OF ANAHEIM GRANTING A FRANCHISE TO ANAHEIM TRANSPORTATION NETWORK TO PROVIDE PUBLIC TRANSPORTATION SERVICE WITHIN THE ANAHEIM RESORT AND OTHER AREAS WITHIN THE CITY OF ANAHEIM AND STATING THE TERMS AND CONDITIONS UPON WHICH SAID FRANCHISE IS GRANTED.

WHEREAS, Section 1400 of Article XIV of the Charter of the City of Anaheim (the “Charter”) establishes procedures for the award of franchises by the City; provides that any person, firm or corporation furnishing the City or its inhabitants with transportation may be required by ordinance to have a franchise therefor; and further provides that the City Council is empowered to grant such franchises and to establish additional procedures and terms and conditions of such grants; and

WHEREAS, the City Council has heretofore adopted Section 1.02.010 requiring any person, firm or corporation furnishing the City or its inhabitants with transportation to have a valid and existing franchise therefor; and

WHEREAS, the City has received an application and proposal from the Anaheim Transportation Network, a non-profit Transportation Management Association, ninety-eight percent (98%) or more of whose operations occur within the limits of the City of Anaheim, for a non-exclusive franchise to operate public transit services within The Anaheim Resort™, a copy of which application and proposal shall remain on file in the Office of the City Clerk, is referred to as Exhibit “A” and is incorporated herein by such reference as though set forth at length; and

WHEREAS, the City has a significant history of steps to improve the quality, safety, and environmental sensitivity of public transportation in The Anaheim Resort™; and

WHEREAS, pursuant to mitigation measures imposed on businesses located within The Anaheim Resort™, property owners/developers of new and/or expanded developments are required to join and financially participate in a public transit services provided by the ATN; and

WHEREAS, the Anaheim Transportation Network (ATN) was created by the City of Anaheim in part to improve transportation in Anaheim - with a distinct focus on transportation demand management programs and provision of public transportation system to serve The Anaheim Resort™; and

WHEREAS, it is in the best interests of the City and is in furtherance of the public health, safety and welfare of the guests and citizens of the City to support and ensure public transit services not only within The Anaheim Resort™ but also in other areas of the City; and

WHEREAS, the City will benefit from such franchise because it will allow the maintenance of a resort standard of transportation service and contribute to successful traffic and air quality mitigation as prescribed in the Anaheim Resort Specific Plan; and

WHEREAS, the City Council of the City of Anaheim heretofore reviewed the Application and Proposal for Non-Exclusive Franchise submitted by ATN and considered the information presented therein, and has considered the proposed terms and conditions set forth in the staff reports and recommendations and other relevant information relating thereto; and

WHEREAS, the City Council of the City of Anaheim heretofore considered the benefits to the public health and welfare of having a public transportation service available not only in The Anaheim Resort™, but also in other areas of the City, including, but not limited to, the Arrowhead Pond of Anaheim and Angel Stadium of Anaheim and surrounding areas, the downtown business district of the City of Anaheim; and

WHEREAS, pursuant to the procedure set forth in Article XIV of the Charter, the City Council did adopt its Resolution No. 2004-33, making certain findings, approving the application and declaring its intention to grant a franchise to the A TN to operate public transportation services within not only The Anaheim Resort™, but also the Arrowhead Pond of Anaheim, Angel Stadium of Anaheim and surrounding areas, the downtown area of the City of Anaheim and such other locations as may be designated by the City Manager, or his or her designee (hereinafter “City Manager”); stating the terms and conditions upon which it was proposed to grant the franchise (the “Franchise”); and establishing the date, hour and place when and where any persons having any interest therein or objection thereto could appear and be heard thereon; and

WHEREAS, notice of said public hearing was published and otherwise given in the manner required by Article XIV of the Charter; and

WHEREAS, on April 20, 2004, the City Council commenced the duly noticed public hearing upon said Proposal and the proposed grant of a Franchise to ATN to operate Resort Transportation System within not only The Anaheim Resort™, but also the Arrowhead Pond of Anaheim, Angel Stadium of Anaheim and surrounding areas, the downtown area of the City, and other locations that may be designated by the City Manager, at which public hearing the City Council did hear testimony and consider evidence from persons having any interest in the proposed franchise, and did consider any and all objections thereto; and

WHEREAS, the City Council hereby overrules all objections to the proposed grant of a Non-Exclusive Franchise to the ATN in accordance with the terms and conditions and subject to the limitations hereinafter set forth; and

WHEREAS, the A TN is qualified under the provisions of Article XIV of the Charter of the City of Anaheim and the terms and conditions established pursuant to Chapter 1.03 of Title 1 of the Anaheim Municipal Code to be granted the requested franchise.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANAHEIM DOES
ORDAIN AS FOLLOWS:

SECTION 1. GRANT OF FRANCHISE.

The City Council hereby grants a non-exclusive franchise (hereinafter "Franchise") to Anaheim Transportation Network Company (hereinafter "Franchisee") for the operation of clean fuel and/or pure electric buses, passenger trams and other clean fuel vehicles within The Anaheim Resort™, the Arrowhead Pond of Anaheim, Angel Stadium of Anaheim and surrounding areas, the downtown area of Anaheim, and such other areas as may be designated by the City Manager. Although no limitation on the number of clean fuel vehicles Franchisee operates is specified at this time, the City Council reserves the right to place a limit on the number of vehicles should the City Council determine that it is in the best interests of the City to grant franchises to other services ninety-eight percent (98%) or more of whose operations occur within the City of Anaheim.

SECTION 2. TERMS AND CONDITIONS OF FRANCHISE.

The terms and conditions upon which said Franchise is granted, and with which the Franchisee is hereby expressly required to comply, are each of those certain terms, conditions, limitations, representations and requirements as expressly set forth in (i) the Application and Proposal submitted by Franchisee, Exhibit "A" herein; (ii) the terms and conditions of this Ordinance and (iii) the regulations and requirements for the operation of guest shuttle transportation within The Anaheim Resort™ and other designated areas, as set forth in Exhibit "B", as such Exhibit "B" may be amended from time to time (collectively referred to herein as the "Regulations") by the City Manager, or his or her designee. The Regulations are incorporated herein by this reference as if set forth in full. The aforesaid documents are on file, and available for public inspection, in the Office of the City Clerk of the City of Anaheim during regular business hours. If there is a conflict between Exhibit "A" and Exhibit "B," Exhibit "B" shall control. If there are conflicts between or among the provisions of this Ordinance and Exhibit "A" and/or Exhibit "B," this Ordinance shall apply.

SECTION 3. TERM OF FRANCHISE.

Upon timely acceptance hereof in accordance with Section 1405 of Article XIV of the Charter, the term of this Franchise shall be for a period of seven (7) years, unless earlier terminated by the City Council. Said Franchise may be extended indefinitely by the City Manager in one (1) year increments upon request of the Franchisee provided the City Manager determines that the Franchise has been exercised in a manner consistent with the Regulations and with the terms and conditions of such Franchise during the initial seven (7) year period and such subsequent one-year extensions. Each annual extension shall be requested in writing by the Franchisee to the City Manager of the City of Anaheim, or his or her authorized representative, not later than thirty (30) days prior to the date of expiration of the initial seven year period and each such additional one year extension thereof. Failure to request any annual extension within the time period specified shall be deemed a waiver of said annual extension. The term of this Franchise shall commence upon the later

of either the effective date of this ordinance or the date of acceptance of this Franchise by the Franchisee as required pursuant to Section 1403 of the Charter.

SECTION 4. FRANCHISE FEES.

Franchisee shall pay a Franchise fee to the City during the life of such Franchise. The amount of the Franchise fee shall be One Dollar (\$1.00) per fiscal year. The first payment of such Franchise fee shall be due and payable within thirty (30) days of the effective date of the Franchise. Thereafter, the Franchise Fee shall be due and payable July 1 of each such subsequent year.

The payment of Franchise fees to the City by the Franchisee pursuant to this ordinance shall be in addition to any license fee or business license tax prescribed by the City.

SECTION 5. TERMINATION OF FRANCHISE BY THE CITY COUNCIL

The City Council shall have the right to terminate or to suspend this Franchise for reasons and pursuant to procedures set forth in this Section

A notice of intent to terminate this Franchise shall be personally delivered or mailed by certified mail, at the discretion of the City, to Franchisee herein at the address given on the application pursuant to which this Franchise is issued. The notice shall state the grounds for termination and shall give the Franchisee notice of a hearing before the City Council thereon, which shall be convened no more than 15 days after the date of notice unless the time for such hearing is extended by mutual agreement. The hearing shall be conducted and closed, and decision rendered thereon, within 60 days after the date of the notice unless the time therefor is extended by mutual agreement.

The City Council shall have the right to terminate the Franchise granted herein, by ordinance, if the City Council finds, based upon a preponderance of the evidence, after a public hearing, that the Franchisee has failed to comply with any term, condition or other requirement of the Franchise or that Franchisee has failed to pay the Franchise fees required under this ordinance or has violated any provision of this ordinance granting the Franchise, or any ordinance of the City or any law or regulation of the state or of the United States in connection with the performance of this Franchise or that Franchisee's conduct demonstrates that the Franchisee is unable or unwilling to comply with the terms of this Franchise.

In its discretion, the City Council may appoint a Hearing Officer to conduct such revocation hearing, receive such evidence as is properly introduced, take testimony thereon, and render a recommendation to the City Council on the issue before the Hearing Officer. The Hearing Officer shall be a Stipulated Hearing Officer selected by the mutual agreement of the parties by alternately striking names from a list of at least seven (7) qualified hearing officers provided by the California State Mediation and Conciliation Service. If the Parties are unable to reach agreement

upon the selection of a hearing officer within sixty (60) days of notice from the City Council of its intent to terminate the Franchise, the City Council may appoint an Employee Hearing Officer to serve as the hearing officer. Definitions of "Stipulated Hearing Officer," "Employee Hearing Officer," "hearing" and "Hearing Officer" as set forth in Section 1.12.110 of the Anaheim Municipal Code shall apply to this Section 5.

At a regularly scheduled meeting held within sixty (60) days following the conclusion of the public hearing, or within sixty (60) days following the issuance of the hearing officer's recommendations, if the matter has been referred to a hearing officer pursuant to this Section, the City Council shall by motion adopt, reject or modify the findings of the hearing officer by a vote of no less than three members. If the recommendation of the hearing officer is modified or rejected, the City Council shall determine the issue at that time and may instruct the City Attorney to prepare a proposed written decision in accordance with the action of the City Council. The City Council shall adopt or modify such written decision by motion within twenty-one (21) days of its action requiring preparation of a written decision. The adoption of a dispositive motion by the City Council shall be final and conclude the administrative process. Notice of the final decision of the City Council shall be provided by certified mail to the Franchisee.

Upon termination of this Franchise, Franchisee shall return to City all vehicles Franchisee previously received from City in the condition in which they were received and/or improved with grant-funded betterments, with the exception of normal wear and tear.

SECTION 6. TEMPORARY SUSPENSION OF FRANCHISE.

The City Manager may temporarily suspend any Franchise without a hearing, whenever the continued operation by the Franchisee would constitute a danger to public health, safety, welfare or public morals, including, without limitation, where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses or permits required by federal, state or local law. The notice of temporary suspension shall be either (1) personally delivered to the Franchisee at the address on the application pursuant to which this Franchise was issued, or (2) mailed by certified mail to the Franchisee at the address given on the application pursuant to which this Franchise was issued. The temporary suspension is effective upon the earlier of either delivery of said notice or the expiration of five (5) days from the date of mailing. The notice of temporary suspension shall include a notice of the date and time for a termination hearing and all other information. The temporary suspension shall remain effective until the decision on termination is made in accordance with the procedure set forth in Section 5 above.

SECTION 7. NON-ALIENATION OF FRANCHISE.

The grant of this Franchise pursuant to this ordinance is a privilege to be held in trust by Franchisee. Such Franchise shall not be sold, leased, transferred, assigned, or otherwise disposed of, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy,

reorganization under bankruptcy laws or otherwise, without the prior written consent of the City Council. The consent of the City Council shall be subject to such terms and conditions as it may prescribe. Any attempted sale, lease, transfer, assignment or other attempted disposition of this Franchise without the prior written consent of the City Council shall render said Franchise null and void.

SECTION 8. CITY INSPECTION AUTHORITY.

The Franchisee shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under the Franchise granted pursuant to this ordinance, a list of vehicles in use for public transportation, any complaints by patrons and such other information as is necessary to verify compliance with the terms of the Franchise granted hereunder. Franchisee's books, accounts and records pertaining to compliance with the terms of this Franchise shall at all reasonable times be open to inspection, examination and audit by authorized officers, employees and agents of the City. The refusal of the Franchisee to provide the required records for inspection by the City shall be deemed a violation of the Franchise and shall be cause for termination of the Franchise. Any proprietary data provided to the City shall be maintained as confidential to the extent permitted by law.

The City shall have the right to enter the premises used by Franchisee or its contractors for the purpose of inspecting and auditing all books and records which pertain to this Franchise and performance by Franchisee hereunder. The City shall also have the right to enter the premises used by Franchisee or its contractors for the purpose of inspecting vehicles that are used to provide services under this Franchise. Neither the exercise of this right nor the election not to exercise this right shall impose any liability of any kind or nature upon City. The City shall notify Franchisee that City representatives are on the premises and City representatives shall be required to comply with any security measures in place on the premises.

SECTION 9. RESORT TRANSPORTATION FRANCHISE DECALS REQUIRED.

Franchisee shall cause to be affixed to each and every public transit bus so franchised decals issued by the City's Public Works Department. Two decals shall be affixed to each vehicle covered by this Franchise - one on the left front fender and one on the right front fender in a location approved by the Director. Franchisee shall pay the cost of providing and issuing said decals in an amount established by resolution of the City Council.

SECTION 10. POWERS RESERVED TO THE CITY.

In addition to all other rights reserved to the City under this ordinance or otherwise, the following shall apply.

There is reserved to the City every right and power, and the exercise thereof, which is reserved or authorized by any provisions of any lawful ordinance or resolution of the City, whether enacted before or after the effective date of this ordinance.

Neither the granting of this Franchise nor the provisions of this Franchise shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City.

The Franchisee shall have no recourse whatsoever against the City, its officers, employees or agents, for any loss, cost, expense or damage arising out of any provision or requirement of this ordinance or of the Franchise issued herein or because of the enforcement of this ordinance.

There is expressly reserved to the City the power and authority to amend any section of this ordinance so as to require additional or greater standards on the part of the Franchisee and the power and authority to increase the Franchise fees to be paid by the Franchisee.

SECTION 11. INDEMNIFICATION.

The Franchisee shall indemnify, hold harmless, release and defend the City, its City Council and each member thereof, and its officers, employees, commission members and representatives from and against any and all liability, claims, suits, costs, expenses, fines, judgments, settlements, charges or penalties whatever, including reasonable attorneys fees, regardless of the merit or outcome of the same arising out of, or in any manner connected with, any or all of the operations or services authorized, conducted or permitted under this Franchise.

SECTION 12. INSURANCE.

Without limiting City's right to indemnification, Franchisee shall secure prior to commencing any activities under this Franchise, and shall maintain during the term of this Franchise, including extensions, insurance coverage as follows:

- A. Worker's Compensation as required by California statutes;
- B. Commercial Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Operators' Liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- C. Comprehensive Automobile Liability coverage in an amount of not less than \$1 Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

D. Umbrella/Excess Liability Insurance, in excess of the primary coverages required in Paragraphs B and C of this Section 12, in an amount, when combined with the primary coverages required in Paragraphs B and C of this Section 12, shall not be less than Twenty Million Dollars (\$20,000,000.00) per occurrence, written on an occurrence form, for Automobile Liability and Ten Million Dollars (\$10,000,000.00) for General Liability, per occurrence, written on an occurrence form.

E. Each insurance policy required above shall contain the following clauses: "This insurance shall not be cancelled, or limited in scope of coverage, until after thirty (30) days prior written notice has been given to the City."

F. Each insurance policy required above, except policies for Workers' Compensation, shall contain the following clauses:

1. "It is agreed that any insurance maintained by Franchisee pursuant to this Ordinance shall be primary to, and not contribute to, any insurance or self-insurance maintained by the City of Anaheim.

2. "The City of Anaheim and its officers, agents, employees, representatives and volunteers are added as additional insureds with respect to operation or activities of, or on behalf of, the named insured.

G. Prior to commencing any work under this Franchise, including the acceptance of any City-owned vehicles, Franchisee shall deliver insurance certificates confirming the existence of the insurance required by this Ordinance, and including the applicable clauses set forth above.

H. Within thirty (30) days of the acceptance of this Franchise by Franchisee, Franchisee shall provide to the City endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. The endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title.

I. Franchisee shall ensure that all Insurance requirements are maintained.

J. Insurance required by this Ordinance shall be placed with insurers, and with terms and conditions, acceptable to the City of Anaheim's Risk Manager.

The City of Anaheim's Risk Manager is authorized to amend the prescribed minimum levels and standards of liability insurance which must be maintained in order to apply for, to receive and to operate the herein Franchise and the manner in which compliance with the minimum standards is demonstrated. The failure to maintain the minimum levels and standards of liability insurance for any period of time is a violation of this Franchise and shall be sufficient grounds for

temporary suspension or termination of this Franchise.

SECTION 13. NOTICES

Official notice or correspondence related to this Franchise shall be in writing and sent to the following addresses:

City: City Clerk
 City of Anaheim, City Clerk's Office
 200 South Anaheim Boulevard
 Anaheim, CA 92805

and

 City of Anaheim Department of Public Works
 Traffic and Transportation Division
 200 South Anaheim Boulevard
 Anaheim, CA 92805
 (714) 765-5183; Facsimile: (714) 7865-5241

Franchisee: Executive Director
 Anaheim Transportation Network
 201 Center Street, Suite 225
 Anaheim, CA 92805
 (714) 563-5287; Facsimile: (714) 563-5289

Communications in connection with the performance of duties under this Franchise shall be considered received at the time actually received by the addressee or designated agent.

SECTION 14. SEVERABILITY.

The City Council of the City of Anaheim hereby declares that should any section, paragraph, sentence, phrase or word of this ordinance be declared for any reason to be invalid or unenforceable by the final judgment of any court of competent jurisdiction, it is the intent of the City Council that it would have passed all other portions of this ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

SECTION 15. SAVINGS CLAUSE.

The adoption of this ordinance shall not in any manner affect the prosecution for violations of ordinances which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of this ordinance, insofar as they are substantially the same as ordinance

provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments.

SECTION 16. CONFLICTING PROVISIONS

Should any portion or provision of this Ordinance conflict with any applicable laws, regulations or statutes, then the applicable provisions of such other laws, regulations, or statutes shall prevail.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council of the City of Anaheim held on the 20th day of April, 2004, and thereafter passed and adopted at a regular meeting of said City Council held on the 27th day of April, 2004, by the following roll call vote:

AYES: Mayor Pringle, Council Members, Chavez, Hernandez, McCracken

NOES: N/A

ABSENT: Council Member, Tait

ABSTAIN: N/A

CITY OF ANAHEIM

By 

MAYOR OF THE CITY OF ANAHEIM

ATTEST:


CITY CLERK OF THE CITY OF ANAHEIM

FRANCHISE APPLICATION:

Anaheim Transportation Network

APPLICANT: Anaheim Transportation Network
311 E. Center Street
Anaheim, CA 92805

CONTACT: Laurie Smith -- Application submittal and contact
Executive Director, Anaheim Transportation Network
311 E. Center Street
Anaheim, CA 92805
(714) 563-5287

CORPORATE STATUS:

The Anaheim Transportation Network is formed on September 28, 1995. Copies of our Articles of Incorporation are in Attachment A, Bylaws in Attachment B, and Corporate Officers in Attachment C.

COLLECTIVE BARGAINING AGREEMENTS:

The Anaheim Transportation Network has never had and does not currently have any collective bargaining agreement with any labor organization.

FRANCHISE PROPOSAL – EXECUTIVE SUMMARY:

FRANCHISE PROPOSAL

I. Background and Project History

The City of Anaheim has a significant history of steps to improve the quality, safety, and environmental sensitivity of guest transportation in The Anaheim Resort™.

In September of 1994, the Anaheim Resort Specific Plan was adopted. These parameters for the expansion of the Resort area included traffic congestion and air quality mitigation measures that called for the development of a clean fuel transit system (mitigation measures 3.3-4, 3.3-8, and 3.4-1). Hospitality community workshops conducted during the planning process indicated strong support for the development of a coordinated public transit system.

To implement this mitigation measure and meet the needs of the hospitality community, the City of Anaheim began the process of creating the transportation system – who would act as a suitable administrative entity for the provision of public transit services.. Non-profit transportation management associations were being created in many parts of the country to handle similar transportation challenges. Grant funding from Caltrans was obtained in the Fall of 1994 to begin the formation of such an organization for Anaheim.

The Anaheim Transportation Network (ATN) was incorporated as a non-profit California Corporation (501 c(4)) in September of 1995. The City of Anaheim was one of 12 founding members. This local transportation management association was created specifically to facilitate public transportation in Anaheim - with a distinct focus on transportation demand management (ridesharing) programs and the creation of a transit system to serve The Anaheim Resort™. The ATN is overseen by an 11 member Board of Directors. The City of Anaheim has held a seat on the ATN Board since its inception.

After two years of organizational development, the ATN began active work on the creation of the transit system in the Fall of 1997. For several years, the ATN led the hospitality community in a series of workshops, task forces, and public planning sessions designed to clarify the community's transportation needs and expectations. During much of this time, the ATN was under contract to the City of Anaheim to lead various aspects of the planning and development process. The City of Anaheim also worked cooperatively with the ATN to help obtain funding to capitalize a clean fuel fleet.

In the fall of 2000, the ATN began a competitive procurement to select an operator for the transit system -- now called the Anaheim Resort Transit (ART) system. Pacific Coast

Sightseeing (Coach USA) was selected in the spring of 2001 as the ART operator (please see Attachment G for a complete copy of the ATN-Coach USA Contract.

By early spring of 2001, \$8.2 million had been raised in capital and planning funding. No municipal general funds were spent, but this figure includes approximately \$2 million in funding from the Anaheim Public Utility's competitive Advantage Anaheim program. Bus purchasing was completed and the initial 27 clean fuel vehicles were on their way to Anaheim. The City of Anaheim owns 12 of the vehicles – 2 electric trams designed to serve the Anaheim Convention Center and 10 electric 22-foot shuttle buses. The remaining vehicles (propane) were brought to the table in partnership by Coach USA; with incremental and fueling station funding assistance obtained by the ATN.

On May 15, 2001 the City contracted with the ATN to create and administer the transit system (*City of Anaheim/Anaheim Transportation Network Contract Agreement – Anaheim Resort Transit Fleet*). Under the terms of this contract, the ATN leases the 12 clean fuel vehicles owned by the City.

In June of 2001, the ATN began electric tram service at the Anaheim Convention Center. This was the first component of the ART system. Initial operational funding was obtained by the City of Anaheim through a Measure M grant.

Throughout 2001, the ATN worked with the community to finalize ongoing operation and maintenance funding for the rest of the ART system, and to fine tune service level expectations. In previous years, the ART system had been configured as a fare-based system. In 2001 the community spent considerable time examining the option of creating an assessment district to fund operation of the clean fuel shuttle system. Planning funds were obtained from the Landscaping and Lighting Benefit Assessment District (CHECK NAME) and the City retained the services of Muni Financial (formerly Willdan and Associates) to help create the assessment scenarios.

Considerable progress was made towards the final selection of an equitable assessment district formula for operation of the ART system, and a late 2001 assessment ballot was expected. The events of September 11, 2001 changed this. With the timetable for economic recovery uncertain, and the community facing significant hardships, the community realized that the assessment funding model did not have the flexibility needed to support economic recovery.

In the early spring of 2002, the ATN board went back to the fare-based operational model for the ART system and worked to renew community support for this option. On May 24, 2002 the ART system debuted with 8 routes, 25 vehicles, and contracts to serve The Anaheim Resort™. Please see Attachment H for a system map which clearly identifies all routes and stop locations.

In its first summer of operations, the ART system received strong positive reviews from Anaheim guests, the hospitality community, and the press. The ART standard of service excellence has quickly become an integral part of The Anaheim Resort™ experience.

The Anaheim Transportation Network wishes to ensure that the highest standards for public transportation continue to be met in The Anaheim Resort™. Therefore, we respectfully request that the City of Anaheim assist us in meeting this goal by awarding the ATN a franchise for the ART system. Specific details of our request are outlined below.

II. Franchise Request

A. Reason for Request

The Anaheim Transportation Network (ATN) is seeking a Franchise from the City of Anaheim, under the terms of Chapter 1.02 Franchises, Anaheim Municipal Code. We are seeking this franchise for the following reasons:

1. Maintaining a resort standard of public transportation service helps to protect the substantial investment made by the City of Anaheim and its business community in upgrading The Anaheim Resort™. The City has recently raised the bar of service for taxis in Anaheim, using the franchise tool to set strong standards and requirements for taxis. Passengers moving about the resort should expect no less. In order to be a first class destination, first class public transportation services are essential.
2. Successful traffic and air quality mitigation, as prescribed in the Anaheim Resort Specific plan, requires a single transportation standard to be effective. All buses should meet the standards of service developed as part of the ART service in order to truly mitigate the adverse air quality impacts resulting from transportation. Replacing one polluting diesel shuttle is good – replacing all polluting diesel buses is true mitigation. In addition, congestion mitigation can only be obtained by avoiding service duplication and creating efficiency on the streets of The Anaheim Resort™.
3. The requirement to possess a valid franchise for public transportation services is clear and unequivocal in the Anaheim City Charter and the Anaheim Transportation Network is contractually bound to be in full compliance with all such requirements of the City of Anaheim.

B. Type

The ATN is seeking a franchise for the operation of guest shuttles in Anaheim. We propose to define transit services as the provision of scheduled or on-demand transportation on City streets, to or from Anaheim event centers, for more than one day, and with vehicles of 15 or more passengers. This category of transportation would specifically exclude taxi service, interstate transport carriers, special one-day events, and airport transportation.

We request that the franchise be awarded to the Anaheim Transportation Network, as the responsible administrative entity for the ART public transit service.

We respectfully request that any future franchise granted for transit services in Anaheim include specific performance standards and other requirements at least equivalent to that proposed herein for the ART service.

C. Term

A franchise term of seven (7) years is requested; to correspond with the expected effective service life of the City owned electric trams and buses. The term could be extended an additional one (1) year after each of the initial seven years of the franchise up to a total of ten (10) years, if the ATN continues to meet the standards of service excellence set forth in this proposal.

D. Service Territory

The franchise service territory requested is the City of Anaheim.

E. Vehicle Specifications

The ATN seeks franchise permits to operate up to 90 vehicles on Anaheim streets. Vehicle size will vary from 22-foot shuttles to 40-foot transit buses. Current operations include on average 2 electric 68-passenger trams, 10 electric 22-foot shuttle buses, 11 propane 39-foot trolleys, and 39-foot buses. The additional vehicles will be used to support growing demand and additional routes on an as-needed basis.

III. Proposed Franchise Service Standards

The standards of public transit service excellence initiated by the ART service during this inaugural season are the backbone of our request for a transportation franchise from the City. We have tried to raise the bar for our passengers, and anticipate that these standards will be incorporated into our requirements.

Please note that these standards are high, but not impossible to meet - the ART transit service currently meets all of the following requirements. In order to ensure that this remains true, these service standards are incorporated into the ATN's operator contract (full details can be found in Attachment G) and our service contracts with Anaheim business establishments (a sample can be found in Attachment I). Additional information and reporting is referenced below where necessary to demonstrate compliance.

A. Customer Service Standards

1. **Service Area – Franchisee shall provide service to all Event Centers in The Anaheim Resort™.** Event Centers are defined to include the

Anaheim Convention Center, Disneyland, Disney's California Adventure, and any additional attractions as designated by the City of Anaheim.

ART provides service to all Event Centers in The Anaheim Resort™. Please see Attachment H for a copy of our service map demonstrating the ART service area.

2. **Hours and Frequency of Service – Franchisee shall provide service to Event Centers in The Anaheim Resort™ beginning one hour before Event Centers open and end the service no earlier than 30 minutes after Event Centers close. Service shall be provided no less frequently than 10 minutes during peak times and 30 minutes during off-peak times.**

ART service meets the above service standard. Please see Attachment H for a sample Service Schedule, as distributed to all participating properties

3. **On-Time Performance - Franchisee shall maintain at least 95% on-time performance. Missed trips will be defined as documented wait times exceeding the posted frequency (i.e. 10-minutes during peak times), with the exception of unavoidable unusual traffic delays or other unforeseen operational challenges.**

ART service has maintained a _____% on-time performance record during the first 3 months of operation. Please see Attachment P for service record documentation.

4. **Capacity Management – Franchisee shall demonstrate the ability to handle peak demand periods up to 20% over typical month ridership statistics.**

The ART operator contract requires that supplemental back-up buses be available to handle over-capacity events or days. Please refer to Attachment G, the ART operator contract – Section 7.D., on page 6 and Scope Section 3.F on page 35 for the contractual requirements that ensure the availability of supplemental buses. The ATN selected Coach USA as their operator, in part because of the national resources that could be drawn on. During system start-up this summer drivers and buses were obtained from Arizona and Los Angeles on several occasions to supplement the ART system.

5. **Complaint Resolution – Franchisee must have in place a complaint procedure that includes a log of all complaints received, date and time of complaint, response, date and time of response, results of investigation, action taken, and any written communications. All**

complaints received in writing must be responded to in writing within five business days with at minimum an acknowledgement of complaint, complaint status, and expected time to resolve. All complaints received by telephone must be logged. All telephone complaints of a serious nature must be responded to in writing.

Please see Attachment Q for a copy of the ATN complaint resolution policy and tracking forms. Attachment G, Operator Contract, Scope Section 17.B., page 50 details the ART Operator's contractual requirements for complaint handling.

B. Environmental Standards

- 1. Clean fuel vehicles – Franchisee must meet the intent of the mitigation measures in The Anaheim Resort Specific Plan and operate clean fuel vehicles. Clean fuel is defined as electric, propane, liquefied natural gas, compressed natural gas, or fuel cell vehicles. Gasoline, diesel, or any hybrid using gasoline or diesel do not meet the requirement for clean fuel vehicles. Clean fuels must power at least 75% of the Franchisee's Transit fleet at the time of franchise award, with 100% clean fuel vehicles in regular operations achieved within 1 year.**

The ART fleet has already achieved this standard of clean fuel operations, using a fleet that was 85% clean fuel upon inception (Out of 27 vehicles -- 2 electric trams, 10 electric buses, and 11 propane trolleys were used). Please see the clean fuel utilization report in Attachment R.

- 2. Fueling – Franchisee must demonstrate ability to obtain clean fuel resources in a timely and reliable fashion.**

ART fueling is done with on-site chargers and a propane fueling station with ____ days storage capacity. A long-term contract for propane delivery is maintained by the ART Operator, with Mutual Propane. Please see Attachment S for copies of the charging and fueling station permits and supply contract

- 3. Traffic Mitigation – Franchisee shall use a fare structure that encourages use of the Guest Shuttle system.**

The ART system utilizes an unlimited use day pass fare structure which encourages multiple trips. This type of system helps to fulfill the traffic congestion mitigation requirements of the Anaheim Resort Specific Plan. Please see Attachment H for the fare structure of the ART system, as demonstrated by the system map

C. Vehicle Standards

1. **Vehicle Age - Franchisee must ensure that all vehicles entering into guest shuttle service must be no more than one model year old. No vehicles may be in service that are more than seven (7) model years of age.**

Please see Attachment T for a complete breakdown of the ART fleet.

2. **Vehicle appearance – Franchisee will ensure that all vehicles will be decorated with a common theme that matches aesthetic design schemes of The Anaheim Resort. All painted surfaces shall be in good condition. Normal wear and tear to the finish is to be expected, but paint is to be maintained at a high level of finish throughout the franchise period in order to present the best possible image to the public. All painted surfaces shall be free from graffiti and scratches, and there shall be no perceivable difference in gloss or shades of individual colors. It shall be the responsibility of the Franchisee to assume all costs associated with painting the vehicles to these standards in regard to fading or discoloration from wear and tear.**

Please see Attachment H for a visual of the ART bus theming and Attachment G for details of the appearance standards the ART Operator is contractually bound to maintain (Scope, Section 12, page 46).

3. **Maintenance – Through a Preventive Maintenance program, the Franchisee shall cause all components of each vehicle including its body, frame, furnishing, mechanical, electric, and hydraulic or other operating systems to be maintained in proper working condition free from damage and malfunction. The Franchisee shall be responsible for keeping a vehicle file by vehicle number, documenting all vehicle maintenance to include Preventive Maintenance, scheduled maintenance and inspections, parts usage, unscheduled maintenance, energy usage, and labor expended on each vehicle. The Franchisee is responsible for keeping the vehicle file current. The Franchisee shall be responsible to ensure that a vehicle defect report is completed daily by the driver on each vehicle prior to daily service. Any significant vehicle damage caused in any accident or otherwise shall require the Franchisee to immediately repair such damage, which is determined to impair safe mechanical operation of the vehicle.**

Please see Attachment U for the ART Preventative Maintenance program and reporting forms.

4. **Cleanliness** - The Franchisee shall cause, on a scheduled basis, each vehicle to be maintained in a clean condition throughout, both interior and exterior. The Franchisee shall ensure the cleanliness of each vehicle prior to the commencement of each service day. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime, and graffiti. The vehicle exteriors shall be washed daily when in service and within twenty-four (24) hours after each rainfall or any other condition affecting vehicles exterior appearance. The interior of each vehicle will be thoroughly cleaned daily. This complete cleaning shall include, but not be limited to, ceiling, walls, area behind the seats, floors, driver area, ancillary equipment, and windows. Seats should be cleaned regularly and marks and stains removed promptly. Seats that are worn, excessively stained, or torn must be repaired or replaced. The interior shall be maintained free from any vermin at all times. The Franchisee is expressly prohibited from using any vermin control products or application procedure for such project that would be hazardous to the health and well being of the passengers and driver of such vehicle. The interior passenger compartment of each vehicle shall be free of noxious odors from cleaning product and vermin control products.

Please see Attachment V for a copy of the ART cleaning contract.

5. **Graffiti** - The Franchisee shall remove all graffiti from the vehicle as soon as it is found, or as soon as it is practical at the end of the day or before it goes in service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. No vehicle shall start revenue service with graffiti on any surface of the vehicle. If graffiti is etched or scratched into glass or insert, that glass or insert must be repaired or replaced before the vehicle is placed back into revenue service.

Please Attachment G for details of the appearance standards the ART Operator is contractually bound to maintain (Scope, Section 12, page 46). We welcome your inspection of any ART vehicle during any service day and are confident that they will maintain Resort Quality appearance.

6. **ADA compliance** - All vehicles in the Resort Guest Shuttling fleet are wheelchair-accessible and meet Federal ADA standards. All vehicles must be outfitted with internal electric signs and an audio system to visually display all stop names and to aurally identify all stops. All vehicles must be outfitted with external electric signage on the front and curb side to identify route and destination.

Each vehicle in the ART fleet is wheelchair accessible. Visual and audible stop annunciation equipment is being selected and will be installed prior

to issuance of the requested franchise. Please see Attachment T for Vehicle Specifications.

7. **Advertising – In order to maintain a professional appearance and a common Resort theme, no exterior advertising is permitted on any public transit vehicle. Approved decals of the agencies responsible for the funding of the project and required licensing/permit information will be permitted on vehicle exteriors. The Franchisee shall not affix and shall not permit to be affixed to the interior or distributed within any vehicle any political materials, and shall not utilize or permit to be utilized any advertising of tobacco and/or alcohol products and/or all and any advertisements they may be inappropriate in a family oriented vacation destination environment.**

Please see Attachment H for a visual of the ART bus, with no racks or placement of any exterior advertising; and Attachment G for details of the advertising standards the ART Operator is contractually bound to maintain (Scope, Section 10. E, F & G, page 40). Again, we invite field inspection to demonstrate our compliance with this important Resort standard.

D. Personnel Standards

1. **Qualifications – All drivers will maintain a current California Class A or Class B commercial driver’s license with both air brake and passenger endorsements, and maintain a current Medical Examiner’s Certificate (DL 51); will conduct daily pre-trip and post trip vehicle safety inspections; and will complete annual refresher training on safety procedures and ADA procedures. All drivers will have the ability to follow written and oral instructions in English; write reports in English; and speak English sufficiently to deliver a clear and engaging narration to Resort visitors. Drivers will be aware of basic resort features and operating details and shall answer guest questions in a friendly and positive manner.**

All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. All mechanics must possess a valid and current ASE certification in all relevant categories pertinent to the mechanic duties, including preventive maintenance inspections, within twelve (12) months of beginning maintenance work on transit vehicles. The Franchisee’s maintenance personnel will have knowledge of and certification in diagnostic procedures, electrical systems, brake systems, and related mechanical parts, methods, and procedures

normally used in servicing mechanical equipment for transit vehicles and over the road coaches.

Please see Attachment W for a summary personnel record of all current ART drivers and mechanics. The ART operating contract also requires that these standards be met – please see Attachment G, Scope, Section 17, page 51).

2. **Training - All drivers and administrative staff will attend and complete customer service training that is equal to the caliber of what is offered at the Disney University, and will at all times employ the techniques presented at such training to a level consistent with that of a world class resort. All personnel are responsible for knowledge of the service system design, including the routing and stops, fare policy, schedules, access to major attractions, and regional service connectors. ADA requirements as it relates to stop announcements and physically challenged passengers, etc. Resort Guest Shuttling personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service, or of the Resort. Personnel must also report all passenger complaints and operational problems to management staff.**

Please see Attachment X for a training program required of all drivers. The ART operating contract also requires that these standards be met – please see Attachment G, Scope, Section 19, page 40).

3. **Appearance - All drivers will be neatly groomed and outfitted in an official uniform, including name tag. All drivers must report to the Dispatcher before starting their shift and at the end of their shift, to ensure that all appearance and uniform standards are met. Absolutely no smoking will be allowed by drivers in transit vehicles or in close proximity to the vehicle entrance or within eyesight of guests.**

Please see Attachment X for the ART operator appearance standards. The ART operating contract also requires that these standards be met – please see Attachment G, Scope, Section 19, page 40).

4. **Supervision - Drivers will be supervised. Field Supervisors will be physically present in The Anaheim Resort during 100% of public transit operating hours to monitor and ensure driver quality and performance, and to ensure the smooth operation.**

Please see the attached ART supervision and staffing schedule in Attachment Z.

E. Operational Standards

1. Dispatch 24 hours
2. **Communications - The Franchisee shall provide and install a radio communications system that will allow for timely and efficient dispatching, coordinating, and responding to necessary service calls. The system may be of the Franchisee's choice, but must include the necessary performance elements of the system. Each transit bus, as well as each administrative vehicle, shall have a receiver/transmitter installed and operational. In addition, hand-held mobile units shall be provided for all street supervisors, vehicles with temporarily inoperative radios, Parking Operations Office at the Anaheim Convention Center, and other personnel, as needed. The radio system is to be used for operational purposes only. No advertising shall be permitted on the radio system. Vehicles will not be operated in transit service without a functioning radio in the vehicle. Franchisee shall at all times have operating hand-held radios or other communication devices available for distribution to drivers whose vehicle communication systems are inoperative. If a radio fails while in service, the driver shall notify the dispatcher by landline or through another driver, and a hand-held radio shall be dispatched to the driver without delay.**
3. plans to handle peak times (summer, holidays, conventions).
4. Dwell time at stops
5. Operational procedures for sharing bus bays and pickup locations
6. Record keeping
7. Reporting

F. Monitoring Standards

1. Customer satisfaction surveys
2. Myster rider program
3. Audits

G. Safety Standards

1. Cashless operations
2. Insurance and Indemnifications - Franchisee must maintain auto insurance coverage levels of at least \$25 Million per occurrence for all transit vehicles, and general liability insurance of at least \$10 Million.

3. Operational Safety

IV. Qualifications

A. Proposer Experience

B. The Anaheim Transportation Network is a stable non-profit organization in good standing with the state of California. Our long track record of contract performance with the City of Anaheim demonstrates a thorough understanding and practice of the management, operational and fiscal traits and policies required to meet the requirements of our proposed franchise.

Throughout our seven years of operation, we have had a significant number of local, regional, state, and federal grant awards for transportation projects. The Anaheim Transportation Network has met all obligations of each of these funding awards, including successful completion of all audits and monitoring.

The Anaheim Transportation Network is a substantive entity, even without the ART public transit programs. We offer a wide range of transportation demand management (ridesharing) and Welfare to Work programs and services. Our current non-ART fleet includes 8 leased electric Toyota RAV4 SUVs deployed as station cars.

Please see Attachment J for a listing of ATN project references.

In addition to the ATN's experience in transportation programs, we have selected a strong operator with significant guest shuttle experience in the City of Anaheim. Please see Attachment K for a summary of our operator's experience and qualifications. This summary includes a listing of all current drivers, whether they are full or part time, and their years of experience.

The ATN's professional management team is led by Executive Director Laurie Smith, who has 10 years of experience in association management. Transit Operations Manager Dave Raley brings 30 years of transit operations experience to the ATN. Dave's primary responsibilities include operator performance monitoring and guest customer service. The ATN Board of Directors bring a diverse, experienced guiding hand to the ATN – ensuring that all needs of the Anaheim business community and our guests are recognized. Please see Attachment L for key staff resumes and Attachment C for a listing of the Board of Directors.

B. Financial Stability

Audited balance sheets, cash flow and income statements are provided in Attachment M. These documents were prepared as described by generally accepted accounting principals for the most recent 3 years.

The ATN is not party to any pending litigations, fines or enforcement proceedings by other cities or public entities nor are they involved in any bankruptcy filings.

A projected 3-year cash flow analysis is found in Attachment N, including projected operating expenses assuming award of the requested franchise.

OKAY - I NEED A STATEMENT HERE ABOUT OUR INSURANCE AND BONDING CAPABILITY. WHAT LANGUAGE IS TYPICAL FOR THIS?

C. Anticipated Ability to Meet and Maintain Performance Standards

Demonstration of the ATN's ability to meet and maintain performance standards is discussed or referenced above for each Service Standard.

During the first 3 months of operation, _____ percent of ART operations occurred within schedule parameters.

The service standards proposed are met with the current number of vehicles in service. Please see the attached vehicle assignment outline in Attachment O as a demonstration of this capacity.

V. Conclusion

Benefits to the issuance of a franchise

EXHIBIT B

REQUIREMENTS FOR OPERATION OF FRANCHISED RESORT TRANSPORTATION SERVICES

Franchisee's Application and Proposal submitted December 12, 2002, is hereby incorporated herein by this reference as though set forth at length and shall be referred to as Exhibit "A" on file in the Office of the City Clerk.

Franchisee shall operate its Franchise in conformance with this Franchise Ordinance, Exhibit "A" and this Exhibit "B" and shall not permit operation of any resort transportation vehicle under its ownership or control, except in accordance with the Exhibit "A", this Exhibit "B" and the Franchise Ordinance. Where the requirements set forth in this Exhibit "B" conflict with the requirements set forth in Exhibit "A," this Exhibit "B" shall apply.

1. Each transportation vehicle franchised hereunder shall display all permits issued Franchisee shall maintain a minimum of ten (10) electric vehicles, two (2) electric trams and twenty-five (25) propane trolleys owned and operated by Franchisee.

2. Each transportation vehicle shall have prominently displayed in the passenger compartment a schedule of rates and charges, the driver's name and address, the owner's name, address and telephone number and the resort transportation identification number.

3. No transportation vehicle shall be operated unless the passenger compartment is in a clean and sanitary condition.

4. The name or trade name of the owner must be stenciled or painted upon the outside of each resort transportation vehicle.

5. Drivers of Transportation Vehicles.

5.1 No driver shall operate a resort transportation vehicle for more than twelve consecutive hours nor shall any driver operate a resort transportation vehicle without having had, immediately preceding such twelve hours of operation, no less than eight consecutive hours time off within the previous sixteen hours during which no resort transportation was operated by such driver.

5.2 Drivers shall maintain a supply of receipts for use by passengers.

5.3 A driver shall not leave his or her vehicle to solicit passengers.

5.4 All drivers must maintain a current California Class A or B commercial driver's license with both air brake and passenger endorsements, Medical Examiners

Certificate (DL51), be able to conduct pre-trip and post-trip safety inspections, and complete annual refresher training, safety procedures, and ADA procedures. Franchisee must show proof of participation in the DMV Pull Program.

6. Personnel

6.1 All personnel coming in contact with the passengers shall undergo alcohol and drug testing programs and pre-employment testing.

6.2 Training. All drivers, mechanics, and other personnel dealing with guest transportation services shall complete customer service training, empathy training, and training on the ADA procedures and requirements.

6.3 Safety. Franchisee shall ensure that its contractors, employees, drivers and other personnel abide by Franchisee's written Safety Programs. Franchisee's Safety Programs shall, at a minimum, comply with applicable Federal regulations of the Occupational Health and Safety Administration, and any amendments thereto, as well as any other pertinent Federal, state, and/or local safety or environmental laws, codes, rules or regulations.

6.3.1 Franchisee shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Franchise is provided and shall require them to attend regularly scheduled meetings at least four times per year, or more frequently, as may be deemed necessary.

6.4 Appearance. All personnel coming in contact with guests shall be neatly groomed and outfitted in uniforms, including nametags.

7. Public Transportation Vehicles. No transportation vehicle shall be operated in a manner that violates the terms and conditions of this ordinance granting the Franchise or the representations made and commitments undertaken in the Franchisee's application for its Franchise.

7.1 Vehicle Age. All vehicles proposed to be used for transit service shall be no more than three (3) model years old at the initiation of service into the fleet and may not be in service for more than seven (7) years.

7.2 Vehicle Appearance and Graffiti. All painted surfaces of transportation vehicles shall be in good condition. Normal wear and tear is acceptable. All surfaces shall be free from graffiti and scratches with no perceived differences in gloss or shades of individual colors. The City of Anaheim franchise and clean fuel vehicles decals shall be clearly displayed on all vehicles at all times.

7.3 Maintenance. Preventive Maintenance Program (PM) shall be performed every 3,000 miles or 30 days, but not less than 45 days, whichever occurs first. All maintenance work shall conform, but not be limited to, the requirements of Title 13, Article 6 of the California Vehicle Code. All maintenance work shall be performed by personnel with valid and current ASE certification in all relevant categories pertinent to mechanics duties, including PM inspections, within six (6) months of Franchise award and thereafter throughout the term of this Franchise.

7.4 Cleanliness. Exterior surfaces of each vehicle shall be kept clean of road dust, mud, tar, grime, and graffiti, or any other condition that may affect vehicle exterior appearance. Vehicle exteriors must be washed at least every three (3) days and within twenty-four (24) hours of rainfall. All graffiti must be removed as soon as it is found.

7.5 ADA Compliance. Franchisee shall ensure that all vehicles providing guest transportation service meet the provisions of the Americans with Disabilities Act of 1990, (P.L. 101-336) and Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and implementing regulations set forth in 49 C.F.R., Parts 37 & 38, at the time of the Franchise award.

7.6 No Advertising. No transportation vehicle may display advertising.

8. Public transportation services shall be available to all event centers located in the City of Anaheim as designated by the City Manager, or his or her designee, including but not limited to, Disneyland, Disney's California Adventure, Downtown Disney and the Anaheim Convention Center.

9. Franchisee agrees to make available to major employers in The Anaheim Resort who are required to comply with Ride Share requirements and who contract with Franchisee for resort shuttle transportation, daily pickup and delivery of employees who work within The Anaheim Resort and live within the City of Anaheim within a three-mile radius of The Anaheim Resort.

10. Franchisee shall meet event centers operating schedules. At minimum, public transportation service shall be operated on a one-half ($\frac{1}{2}$) hour basis for the duration of the event center's operating hours. Service shall begin a minimum of one-half ($\frac{1}{2}$) hour before event center opening and finish no earlier than one-half ($\frac{1}{2}$) hour after event center closing. Operating schedules shall be available and provided to the guests.

11. Franchisee shall maintain a minimum of 95 percent on-time performance record.

12. Franchisee shall meet peak season and time-of-day transportation service demands up to 10% over historic rider-ship (past 12 months).

13. Franchisee shall establish a complaint resolution process.

14. Franchisee shall meet the intent of The Anaheim Resort, Disneyland Resort, Hotel Circle, and Stadium Business Center Specific Plans to procure vehicles from the AQMD approved Clean Fuel list of certified low emission vehicles.

15. Franchisee shall operate the clean fuel fleet of vehicles for guest transportation services. Clean fuels shall power at least 75% of the fleet within 12 months of the Franchise award and 100% of fleet within 18 months of the Franchise award. Clean fuels may include: Compressed Natural Gas, Liquefied Natural Gas, Propane, Fuel Cell, Electricity, and Hybrid engines. Vehicles shall display appropriate decals clearly indicating clean fuel type.

16. Franchisee shall obtain access to the clean fuel infrastructure necessary to maintain operation of the vehicles.

17. Franchisee shall provide proof that the proposed guest transportation service is NOT duplicative in nature to the service(s) already rendered. This proof will demonstrate that traffic congestion will not be increased within the City by operation of this Franchise.

18. Dispatch

18.1 Dispatch shall be available during transportation service operations

18.2 A two-way communication device shall be installed and available on all vehicles providing guest transportation service.

19. Record Keeping. Driver records, maintenance records, accident reports, and other pertinent information related to the operation of guest transportation services shall be maintained for length of the franchise award and shall be made available upon request to City.

20. Annual Reports. Annual reports shall be submitted and shall provide operational data as outlined in this Franchise.

21. Stop Locations. An exhibit/map of the proposed transportation service routes and public bus stop locations shall be provided by Franchisee for approval by City Manager, or his or her designee. Proposed use of public bus stops is not guaranteed and will be approved on a case-by-case basis based on existing usage and potential future impact.

22. Financial Controls. Financial data shall be kept in accordance with accepted general accounting principles.

22.1 Audited financial statements for the past three years shall be maintained for review by City of Anaheim.

23. Evaluation. Ongoing guest satisfaction evaluations shall be provided by the Franchisee. Findings shall be provided in the annual reports.

24. Auditing. With reasonable notice, the City may audit necessary records with regard to the service provision. Audit of records may include, but not be limited to, personnel records, maintenance records, statistical data, invoices, materials, and other data related to all matters covered by the Franchise.

25. Passenger Safety. All personnel coming in contact with the guests shall undergo alcohol and drug testing program and pre-employment testing. All statutory references concerning testing shall be in compliance with the Federal Motor Coach Safety of Transportation, Subtitle A-Office of the Secretary of Transportation PSMP 40 (procedures for transportation work place drug testing programs) and Subchapter B - Federal Motor Carrier Safety Regulation, PSMP 382 (Controlled substances and alcohol use and testing).

26. Insurance. Comprehensive general liability coverage of \$25 million per occurrence and general liability of \$10 million.

27. Franchisee shall demonstrate ability to sustain and maintain proposed level of service and vehicle capacity to meet demand for transportation services.

28. Franchise shall not become effective unless and until all of the following requirements have been satisfied:

28.1 This Ordinance granting the Franchise is effective.

28.2 Franchisee has certified that it operates exclusively within the limits of the City of Anaheim

28.3 Franchisee has provided a timely letter of acceptance as to all the terms and conditions established by the City Council for granting this Franchise.

28.4 Franchisee has provided an up to date and complete list of the vehicles to be used to perform the services by registration or license number and the personnel assigned thereto as of the date of Franchisee's acceptance of this Franchise.

28.5 Franchisee has provided evidence of compliance with the insurance requirements and any other terms and conditions of this Ordinance and any other term and condition of operation included within the Regulations or imposed by the City Council, the City Manager or the Chief of Police.

29. Should any of the insurance requirements in this Exhibit B be in conflict with any provisions in the Ordinance, the more stringent provision shall apply.

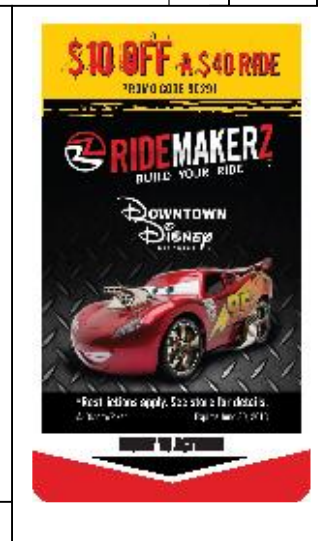
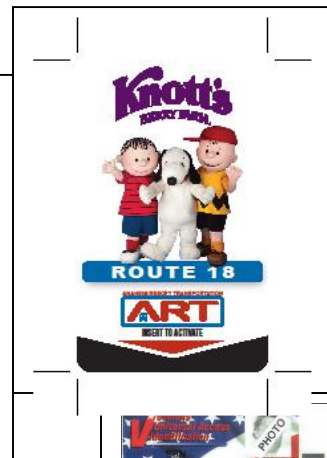
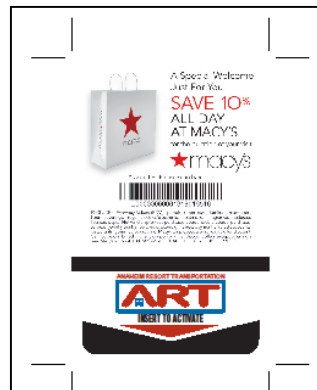
Appendix 7: ART 2018 Fare Matrix

ANAHEIM RESORT TRANSPORTATION 2017 FARE MATRIX

Questions or Comments

Contact:

Lita Aguilar
(714) 563-5287
laguilar@atnetwork.org




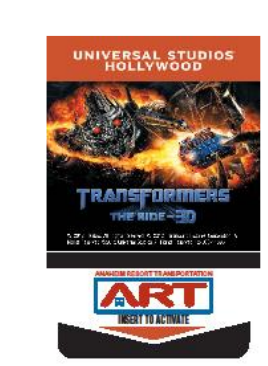
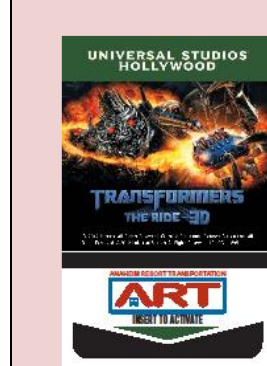
ART CASH FARES



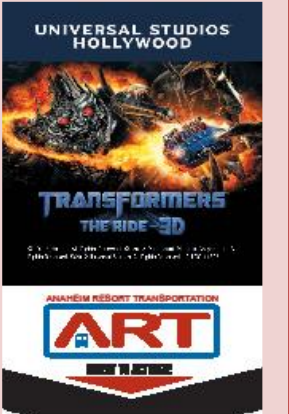
FARE CATEGORY	LOCAL FIXED ROUTE
Regular Adult (Age 9 and Above)	\$3.00
Regular Child (Ages 3 to 9)	\$1.00
Senior Citizen *	\$1.00
Disabled **	\$1.00
Companion ***	\$1.00
Personal Care Attendant ****	\$3.00

- * Medicare Card or any other form of government issues identification
- ** Pre-approved American with Disabilities (ADA) applicants
- *** A companion is anyone who travels with a senior citizen and/or a person with disabilities. Prior issued identification required
- **** A personal care attendant is a person who assists the ADA-eligible person to board, ride, and disembark

Pre-Paid ART PASSES

Only ART Day Passes will be accepted within ART service area

FARE TYPE	ART 1-Day Regular Pass	ART 3-Day Regular Pass	ART 5-Day Regular Pass
Price	\$5.50	\$14.00	\$23.00
Fixed Route	Yes	Yes	Yes
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the "READ CARD" option on the Farebox</i></p>			

Pre-Paid ART PASSES -- Continued			
Only ART Day Passes will be accepted within ART service area			
FARE TYPE	ART 1-Day Regular Child Pass	ART 3-Day Regular Child Pass	ART 5-Day Regular Child Pass
Price	\$2.00	\$3.00	\$4.00
Fixed Route	Yes	Yes	Yes
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the "READ CARD" option on the Farebox</i></p>			

Pre-Paid ART PASSES – Continued Walt Disney Travel Company		
Only ART Day Passes will be accepted within ART service area		
FARE TYPE	ART 5-day Regular Pass -- Adult	ART 5-day Regular Pass -- Child
Price	\$23.00	\$4.00
Fixed Route	Yes	Yes
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the "READ CARD" option on the Farebox</i></p>		

Pre-Paid ART PASSES – Continued Get Away


Only ART Day Passes will be accepted within ART service area


FARE TYPE	ART 3-Day Regular Pass -- Adult	ART 5-Day Regular Pass -- Adult
Price	\$14.00	\$23.00
Fixed Route	Yes	Yes
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the "READ CARD" option on the Farebox</i></p>		

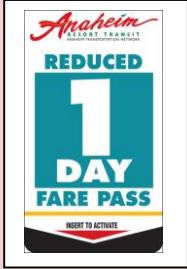

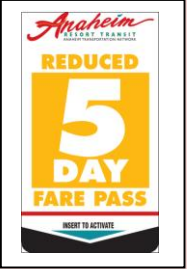
Pre-Paid ART PASSES – Continued Get Away



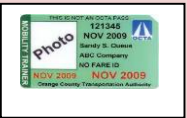
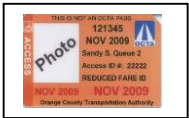
Only ART Day Passes will be accepted within ART service area

FARE TYPE	ART 3-Day Regular Pass -- Child	ART 5-Day Regular Pass -- Child
Price	\$3.00	\$5.00
Fixed Route	Yes	Yes
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the "READ CARD" option on the Farebox</i></p>		




Pre-Approved ART -- Walt Disney Company Silver Pass	
FARE TYPE	Walt Disney Company Silver Pass
Fixed Route	Yes
<p><i>Pass holder and three (3) passengers</i></p> <p><i>Pass holder must be present at boarding</i></p>	


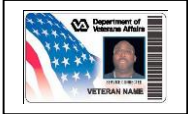

Pre-Paid ART PASSES – ART Badge Identification	
FARE TYPE	ATN/MV Employee Pass
Fixed Route	Yes
<p><i>ATN and TransDev Employee's</i></p>	

Reduced Fare ART Passes			
Only ART Day Passes will be accepted within ART service area for senior citizens and individuals with disabilities			
FARE TYPE	ART 1-Day Reduced Fare Pass	ART 3-Day Reduced Fare Pass	ART 5-Day Reduced Fare Pass
Price	\$2.00	\$5.00	\$8.00
Fixed Route	Yes	Yes	Yes
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the "READ CARD" option on the Farebox</i></p>			

Reduced Fare OCTA Passes Identification Cards				
Only ART Day Passes will be accepted within ART service area for senior citizens and individuals with disabilities				
FARE TYPE	OCTA Disabled Reduced Fare ID CARD	OCTA Senior Citizen ID CARD	OCTA Mobility Trainer No Fare ID	OCTA ACCESS Reduced Fare ID Card
Price	\$1.00 or a valid ART day pass	\$1.00 or a valid ART day pass	\$1.00 or a valid ART day pass	\$1.00 or a valid ART day pass
Fixed Route	Yes	Yes	Yes	
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the "READ CARD" option on the Farebox</i></p>				

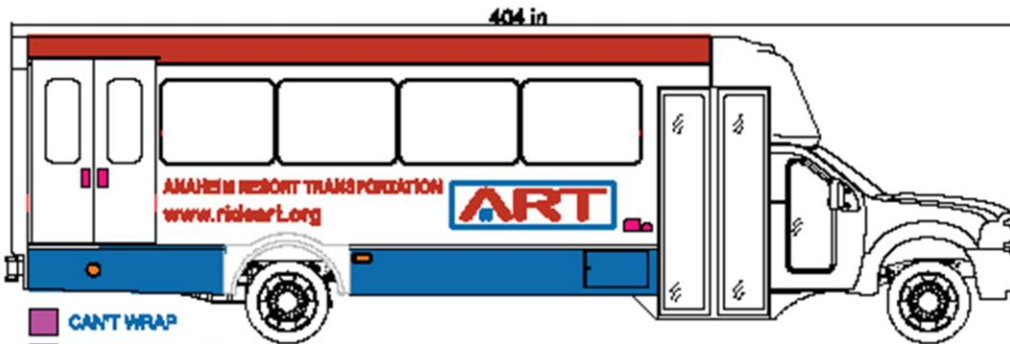
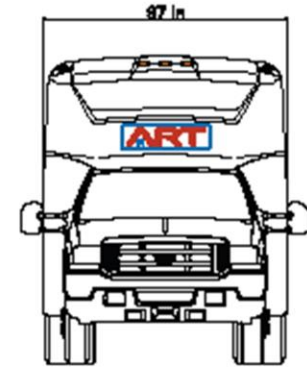
National Identification Card
Only ART Day Passes will be accepted within ART service area for senior citizens and

individuals with disabilities			
FARE TYPE	Medicare Card	Disabled Card	DMV Placard ID Receipt
Price	\$1.00 or a valid ART day pass	\$1.00 or a valid ART day pass	\$1.00 or a valid ART day pass
Fixed Route	Yes	Yes	Yes
			

National Identification Card – Continued			
Only ART Day Passes will be accepted within ART service area for senior citizens and individuals with disabilities			
FARE TYPE	Veteran ID Card	New Veteran ID Card	Braille Institute ID Card
Price	\$1.00 or a valid ART day pass	\$1.00 or a valid ART day pass	\$1.00 or a valid ART day pass
Fixed Route	Yes	Yes	Yes
<p><i>Look for the date stamped On the back of the pass</i></p> <p><i>If pass is illegible, use the “READ CARD” option on the Farebox</i></p>			

Appendix 8: ART 2018 Bus Wrap Program

ART Fleet graphics (Cut vinyl graphics)
 High performance 081 red
 High performance 051 gerbilin blue



- CAN'T WRAP
- CUT OUT OBJECT
- WHITE VINYL LAID DOWN FIRST TO COVER CLEAR WINDOW
- RECOMMEND REMOVAL

Please sign and date to approve production

Client: _____ **Date:** _____
 I hereby approve this print file and accept responsibility for all specifications, spelling, colors, resolution and layout. Production will not begin until this approval is received.
 I understand that the printer is not responsible for any errors or omissions in the original artwork or for any damage to the original artwork or for any loss of data or information. I understand that the printer is not responsible for any damage to the original artwork or for any loss of data or information. I understand that the printer is not responsible for any damage to the original artwork or for any loss of data or information.

Customer: ART
Location: _____
Date: 11-8-12
Designer: BS YJW
File Name: _____

Checker: _____
File:
Fonts:
Size/Scale:
Resolution:

This sheet is for
 printing purposes
 only and may
 not reflect actual
 print results

Appendix 9: ART 2018 Scope of Services

EXHIBIT "A"
SCOPE OF SERVICES

1. INTRODUCTION

This Exhibit "A" to the Agreement Regarding Operation of Anaheim Resort transportation Service (the "Agreement") delineates the scope of services to be provided by CONTRACTOR. This Exhibit includes basic service requirements, administrative requirements, and reporting requirements. Unless otherwise stated, all capitalized terms referenced herein shall have the same meaning as described in the Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

2.1. CONTRACTOR shall provide transportation services in accordance with the roles and responsibilities outlined below:

- a. Demonstrate the capability to have service operational on December 1, 2016.
- b. Provide contracted services described in the RFP and in compliance with ATN's operating policies and all applicable local, county, state and federal laws and regulations.
- c. Recruit, hire and train all personnel including management, staff and fleet operators, as well as provide on-going management and supervision.
- d. Prepare and submit all operating data and reports to the applicable parties on time and in the prescribed formats.
- e. Cooperate with the collection and provision of information required for ATN's National Transit Database (NTD) report.
- f. Provide and maintain required office equipment, information technology hardware and software (other than what is provided by ATN), and any other equipment deemed necessary to support the operation the service.
- g. Attend ATN Board and Board Committee meetings relative to project status as needed.
- h. Conduct staff, safety and training meetings with ATN support staff as needed.
- i. Maintain compliance with all local, state and federal rules and regulations including the Americans with Disabilities Act (ADA) (including wheelchair lift/assistance and announcing bus stops).
- j. Investigate all customer comments received, providing responses within prescribed policies.
- k. Adhere to ATN'S Lost and Found policies and procedures. (ATTACHMENT 1)

2.2. Driving Personnel. CONTRACTOR shall be responsible for the provision of necessary administrative and driving personnel.

2.3. Use of Existing Operators and Staff. Pursuant to State of California Labor Code Section 1070, CONTRACTOR shall agree to retain, for a period of at least 90 days, certain employees. (Employee is defined as any person who works for a CONTRACTOR under this contract.) Employee does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3) who were employed to perform essentially the same services by the previous CONTRACTOR.

2.4. DriveCam. DriveCam, or a comparable system acceptable to ANT, and related software and upgrades shall be provided by and installed by CONTRACTOR at CONTRACTOR's cost into ATN fleet vehicles. DriveCam, or comparable system capital and ongoing operating costs must be assumed by CONTRACTOR.

2.5. Training. CONTRACTOR shall be responsible for all training functions, including qualifications, re-training, and any and all other responsibilities necessary for the provision of an adequate training program necessary for the provision of transportation services in a manner that is fully consistent with both state and federal law, including without limitation Federal Transit Administration ("FTA") requirements. CONTRACTOR shall maintain and provide ATN access to all personnel training records. CONTRACTOR shall fully cooperate with ATN on the provision of Customer Services and internal electronic equipment training, which is provided by ATN.

2.6. Safety. CONTRACTOR shall maintain a superior training program, as determined by ATN, to meet all state, federal and local laws, regulations and requirements. CONTRACTOR shall maintain all personnel safety records, DMV pull notice system, etc. ATN shall have full access to the safety records.

2.7. Personnel Scheduling. ATN shall provide to CONTRACTOR a weekly ART operating schedule. CONTRACTOR shall schedule adequately trained personnel (fleet operators), as needed for the full, timely and complete provision of transportation services.

2.8. CONTRACTOR shall provide high quality, customer service oriented transit service for the Anaheim Resort. ATN will monitor the service closely to ensure that all contractual responsibilities are met.

2.9. CONTRACTOR shall ensure that Fleet Operators meet the following standards:

- a. Operators will meet approved appearance standards.
- b. Operators must be in uniforms approved and provided by ATN whenever they are operating fleet vehicles.
- c. Each operator must report to CONTRACTOR's Dispatcher before starting his/her shift and at the end of his/her shift, to ensure that all appearance and uniform standards are met.

- d. Each operator will complete training in customer service to ensure high quality passenger service and sensitivity.
- e. Empathy training for sensitive populations
- f. Operators will be aware of basic resort features and operating details and shall answer guest questions in a friendly and positive manner.
- g. Absolutely no smoking will be allowed by operators in fleet vehicles or in close proximity to the vehicle entrance.
- h. Operators will not solicit tips from any party under any circumstances.

2.10. CONTRACTOR must be available, and /or be able to acquire in a timely fashion, any additional equipment and/or personnel required for its performance under the Agreement. Any proposed modification to the routes/schedules must be furnished to ATN fifteen (15) days prior to the proposed service charge. Route modifications caused by non-recurring events (e.g. freeway accidents) are the responsibility of CONTRACTOR. Route modifications necessitated by recurring events (e.g. street closures) are also the responsibility of CONTRACTOR, but must be approved by ATN. In case of emergency, CONTRACTOR shall respond to modifications to service immediately upon request of ATN.

2.11. CONTRACTOR shall refer all media requests to ATN and shall not provide any information without prior approval by ATN. CONTRACTOR shall not issue a press release or initiate other media contact without first receiving approval from ATN.

2.12. CONTRACTOR shall ensure that all personnel cooperate with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc. CONTRACTOR shall cause all Fleet Operators to cooperate and comply with reasonable requests to collect data on passenger counts, and distribute notices, schedules, or other promotional materials to passengers in connection with the services provided.

2.13. CONTRACTOR shall be required to attend all meetings and/or training sessions as required by ATN. CONTRACTOR may be excused from attendance only by prior written consent from ATN.

3. CONTRACTOR STAFF REQUIREMENTS

3.1. CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of contracted fleet services. CONTRACTOR shall assign a dedicated management team to the project. CONTRACTOR shall have management available consistent with the days and hours of operation of the service.

3.2. Key Personnel. The following positions shall be provided by CONTRACTOR and designated as Key Personnel under the terms of this Agreement. CONTRACTOR shall not replace the Key Personnel without the written consent of ATN; said consent shall not to be unreasonably withheld or delayed. CONTRACTOR shall submit a resume to ATN for any proposed replacement candidate and ATN will require an interview of the proposed replacement candidate.

3.2.1. General Manager. The General Manager is responsible for the management oversight of the contract operation for the contracted fleet services and its components. The General Manager must have a minimum of 8-10 years of management and supervisory experience in public transportation operations. The General Manager must be fully dedicated to this project and be based out of ATN's Anaheim, CA facility. CONTRACTOR shall not replace the General Manager without the written consent of ATN. CONTRACTOR shall submit a resume to ATN for any proposed replacement candidate and ATN shall require an interview of the proposed replacement candidate. The General Manager shall demonstrate, by decision and action, competency in all aspects of ATN's service types. The General Manager shall manage the operating records for services provided under this contract.

3.2.2. Operations Manager. The Operations Manager shall be responsible for all management and day-to-day operations of service and must maintain consistent and sufficient contact and communications with ATN. The Operations Manager should be assigned to general supervision, investigation and response to customer comments and helping to ensure quality service. The Operations Manager will act as back-up for the project management functions. The Operations Manager must have a minimum of five (5) years supervisory experience in public transportation operations or a related industry.

3.2.3. Safety/Training Manager. CONTRACTOR shall assign a full-time Safety/Training Manager, dedicated to this project to ensure that ATN's safety and training standards are maintained and achieved. This position shall be separate from the General Manager or Operations Manager, and the Safety/Training Manager assigned shall be approved by ATN. The Safety/Training Manager must have a minimum of five (5) years experience with full knowledge and extensive experience in all facets of safety related topics, regulations and responsibilities.

3.3. Vacancy of Key Positions. If during the course of normal employee turnover, any of the above-described positions remain open for a period in excess of 30 calendar days, ATN may deduct from payments due CONTRACTOR the salary and benefits of the position, plus a penalty of \$200.00 for each day in which the position remains unfilled beyond the first 30 days.

3.4. Project Staffing – Operations. At a minimum, the following project staff will be provided by CONTRACTOR to ensure the efficient operation of services:

3.4.1. Fleet Operators. CONTRACTOR shall recruit and train a sufficient number of Fleet Operators to provide the services described in this Agreement. Fleet Operators must meet the following qualifications/requirements prior to being allowed to perform in revenue service:

- a. Possess and maintain a license to operate a fleet vehicle in the State of California with a valid Class B license with an endorsement, Verification of Transit Training (VTT) Certification, as well as, maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations;
- b. Must be able to speak, understand, write and read English;
- c. Undergo and pass a drug and alcohol screening at a facility approved by ATN in compliance with federal regulations.

3.5. Safety and Training.

3.5.1. Trainers must be provided to conduct classroom, behind the wheel and in-service training and instruction of Fleet Operators and must have a minimum of one (1) year driving experience.

3.5.2. Training responsibilities include, but not limited to: maintain fleet operator training records, conduct quarterly safety meetings, coordinate Department of Motor Vehicle (DMV) Pull Notice Program, coordinate CONTRACTOR'S Drug and Alcohol Program, and participate in accident/incident investigation with Road Supervisors, staff and project management.

3.5.3. Trainers must have a minimum of one (1) year driving experience, possess all fleet operator required credentials and in addition, either a (1) State of California, Department of Education school fleet operator instruction certificate; or (2) Transportation Safety Institute (U.S. Department of Transportation) Transit Trainer's Certificate. Trainers must meet all license and certification requirements to operate a vehicle in revenue service.

4. PROJECTED REVENUE VEHICLE HOURS

4.1. The number of annual Revenue Vehicle Hours (RVH) to be provided under the Agreement is an estimate of the service level required to meet the demand for service described in this Scope of Services; this estimate may be subject to change. This estimate is not to be interpreted as a guarantee that CONTRACTOR will operate the estimated number of RVH for any given year. CONTRACTOR should consider this estimated number as ATN's best estimate and that actual operated RVH for any given year may be higher or lower than the estimate. The estimated RVH are as follows:

Contract Year 1:	12/1/16 through 12/31/2017	280,000
Contract Year 2:	1/1/18 through 12/31/2018	260,000
Contract Year 3:	1/1/19 through 12/31/2019	260,000
Option Year 1:	1/1/20 through 12/31/2020	260,000
Option Year 2:	1/1/21 through 12/31/2021	260,000

5. PERSONNEL

5.1. CONTRACTOR shall be solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees under reasonable performance standards established by ATN, subject to labor disputes, walkouts, strikes, impasse, and the like beyond CONTRACTOR's control.

5.2. CONTRACTOR shall be solely responsible for payment of all employee's wages and benefits and subcontractor's costs. Without any additional expenses to ATN, CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security.

5.3. ATN must be notified in writing of new hires or reassignments of key project personnel. CONTRACTOR will provide ATN with the names and other identifying information of all current drivers of CONTRACTOR who have any responsibility regarding ART services.

6. PERSONNEL PERFORMANCE STANDARDS

6.1. Regularly assigned drivers or a fully trained back-up driver must be available and on time to ensure consistent and reliable service.

6.2. All personnel are responsible for knowledge of the service system design, including the routing and stops, fare policy, schedules, access to major destinations, and regional service connectors, ADA requirements as it relates to stop announcements and physically challenged passengers, etc. All personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to management staff.

6.3. CONTRACTOR shall describe how the performance of the drivers and managers will be monitored and evaluated. For example, the drivers should be evaluated in terms of courtesy, security, schedule adherence, safe driving records, and ability to efficiently operate electric vehicles. If the Project Manager is responsible for managing these activities, his/her time allocation should be reflected accordingly.

7. STAFFING PLAN

7.1. CONTRACTOR shall develop a written staffing plan that describes in detail the performance and functions of all management personnel and other key personnel. An essential component of this plan should be a list of positions necessary to support the provision of service, including drivers and managers.

7.2. CONTRACTOR shall be responsible for notifying ATN regarding any changes in proposed personnel policies, duties, or hours that deviate from the Proposal. Personnel changes include the following positions: general manager, operations manager, , and training and safety manager,.

8. PROJECT MANAGEMENT

8.1. CONTRACTOR will designate a General Manager to oversee the proper operations of CONTRACTOR's services.

8.2. The General Manager will provide overall management and will be responsible for all operating facets of the operations.

8.3. On-line supervision shall include, but is not limited to, the following duties:

a. Training and scheduling of all regularly assigned personnel.

b. Arranging the assignment of quality back-up personnel whenever necessary.

- c. Distribution and collection of operating reports.
- d. Supervision of all staff to ensure the provision of quality service that meets or exceeds the requirements of this Agreement.

8.4. Operations Manager shall include, but is not limited to, the following:

- a. Preparation of monthly summaries of operations data on a line by line basis.
- b. Maintenance of project accounts.

9. FLEET OPERATORS

9.1. Fleet Operators will work a schedule that ensures a consistent and overall high quality of service.

9.2. Operators must have proficient understanding and use of the English language, a valid California Class II or Class B (with appropriate endorsements) Driver's License and Medical Examiner's Certificate, as well as any other licenses required by applicable federal, state, and local regulations.

9.3. CONTRACTOR shall comply with all applicable existing future federal, state, and local regulations concerning drug testing of employees, when applicable. Such programs shall be explained to Fleet Operators.

9.4. Training must place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service; this requirement pertains to regularly assigned and relief Fleet Operators. Due to the critical importance of customer relations training for drivers, CONTRACTOR must provide a detailed description of its driver training program, including customer service and sensitivity training guidelines.

9.5. CONTRACTOR shall conduct pre-employment DMV checks of all personnel including independent CONTRACTOR or subcontracted employees hired for service, and shall check DMV records at least every six (6) months for accidents, vehicle code violations, and valid driver's licenses of its employees whose jobs require them to operate vehicles. This information shall be made available for review by ATN upon request.

9.6. Drivers must be promptly trained and supervised in order to ensure proper energy conservation techniques for electric vehicles are being utilized on a daily basis.

10. INFORMATION TECHNOLOGY

10.1. Information Technology, Voice and Data Infrastructure. All ATN-supplied software applications shall remain the property of ATN. ATN shall provide computer hardware and services and applications ATN requires CONTRACTOR to operate.

10.2. Administrative Telephones. CONTRACTOR is responsible for the installation and maintenance of any telephone lines and equipment to support CONTRACTOR'S administrative requirements which are above and beyond that provided by ATN.

10.3. Facsimile Machine. ATN will provide one plain paper facsimile machine. CONTRACTOR is responsible for the installation of additional equipment to support CONTRACTOR'S administrative requirements which are above and beyond that provided by ATN.

10.4. Information Technology Services. ATN will provide and manage resources to effectively and competently operate and maintain its own technology assets. CONTRACTOR is responsible for the installation of additional equipment to support CONTRACTOR'S administrative requirements which are above and beyond that provided by ATN.

10.5. Information Technology Assets Provided by ATN. ATN shall provide the following assets and resources to be operated and managed by CONTRACTOR:

- a. Cable Plant for LAN Applications. ATN's facility, available for use to host CONTRACTOR'S operation, is wired for local area network applications.
- b. Server Computer Hardware. ATN shall supply server computer hardware in support of the software applications that are required to be housed locally at the Irvine Sand Canyon facility.
- c. Uninterruptible Power Supplies. ATN shall supply uninterruptible power supplies in order to protect the servers and networking equipment from electrical surges along with having the backup capacity to allow for graceful shutdowns of servers during the course of a power outage.
- d. WAN Communications. ATN shall supply and manage WAN communications.
- e. Future IT Assets. As a practice, ATN provides for annual software and hardware maintenance agreements with the appropriate firms for assets that are deployed during the contract period.
- f. Other Software Assets. At ATN'S direction, CONTRACTOR shall be required to learn and use additional software applications that shall be maintained and managed by ATN.
- g. Comments/Compliments/Complaints. Transtrack web-based application is used to record, track and manage customer feedback on Fleet Operators and services. This application shall be delivered to CONTRACTOR.

- h. GFI GENFARE. This application is used to record ridership and revenue data from all electronic fareboxes. This application shall be delivered to CONTRACTOR.
- i. On-board Video Surveillance System (VSS). ATN will provide hardware to be utilized for ATN staff to monitor all facilities. ATN will provide all required maintenance to VSS equipment, unless equipment was subject to abuse or misuse by CONTRACTOR.

10.6. CONTRACTOR'S Responsibilities for Information Technology. CONTRACTOR shall be responsible for providing and managing all other IT assets, not provided by ATN, needed to support its obligations under this Agreement. CONTRACTOR shall be responsible for standard IT practices and functions that result in safe, reliable, secure and efficient IT services.

10.7. Computing Security. CONTRACTOR shall employ rigorous security practices to ensure a safe computing environment that protects CONTRACTOR's respective network and IT assets, and ATN's network and IT assets. CONTRACTOR shall not, without ATN approval, remove confidential customer data from the Anaheim facility on portable devices such as laptop computers, zip disks, portable hard drives, or USB thumb drives. CONTRACTOR shall make it a priority to protect the confidentiality of sensitive customer data.

10.8. Standard Business Software. CONTRACTOR shall be responsible for providing all software required for general administrative and business support beyond those provided by ATN to fulfill its obligations under this Agreement. CONTRACTOR shall be responsible for providing the necessary desktop computers to host these additional applications.

10.9. Radio Communications. ATN shall provide voice radio communications equipment, services and maintenance for all assigned revenue vehicles, and hand-held mobile radios for Managers. ATN shall provide maintenance of all ATN-provided equipment with the exception of damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse or loss. In the case of a repair resulting from the negligence of CONTRACTOR, ATN shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from ATN, CONTRACTOR may be permitted to perform the repairs at their expense. Any repairs so undertaken shall be performed to ATN'S satisfaction. If said repairs are not performed to ATN'S satisfaction, ATN reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self-perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from ATN. A trouble list shall be sent daily to ATN'S Project Manager or his designee (i.e., ATN'S Senior Maintenance Field Administrator) to schedule necessary radio maintenance and generate a work order.

11. TRAINING REQUIREMENTS

11.1. Fleet Operator Training. CONTRACTOR shall be responsible for all training of Fleet Operators including training on ATN organization, service policies, passenger fares and overview of other ATN services. ATN shall provide CONTRACTOR with ATN's policies and procedures for safety and training. CONTRACTOR shall be responsible for the provision of qualified training staff to conduct behind-the-wheel Fleet Operator training and other training as determined by CONTRACTOR. In addition, CONTRACTOR shall be responsible for providing any vehicles required for Fleet Operator training activities.

11.2. Training Standards. CONTRACTOR shall design, schedule and conduct ongoing training procedures that shall train and prepare all Fleet Operators assigned to ATN'S contract in a manner that conforms to all state and local laws and assures ATN'S operational objectives below are met.

- a. Provide service in a manner which is safe and reliable;
- b. Provide service which shall maximize customer service; and
- c. Provide service in a manner that shall maximize productivity.

11.3. The Fleet Operator's training course shall meet the requirements of all appropriate California statutes and consists of each Fleet Operator receiving a minimum of thirty-five (35) hours of instruction, which includes:

- a. ATN's policies and procedures for fixed route services (Provided by ATN);
- b. Eight (8) hours of defensive and safe driving;
- c. Twenty (20) hours of behind-the-wheel training in all types of vehicles to be operated under this contract;
- d. Americans with Disabilities Act (ADA) training that covers assisting individuals with disabilities, service animals & mobility devices;
- e. Lift/wheelchair tie down techniques and specific ATN procedures for the transport of passengers with wheelchairs and other mobility devices;
- f. Operation of radio (voice and data) in accordance with Local, State and Federal regulations;
- g. Customer service training (Provided by ATN);
- h. Fare collection and trip classification and counting (Provided by ATN);
- i. Air brake training;
- j. Four (4) hours of mandatory refresher training for Fleet Operators with repeated and accumulated minor infractions; and
- k. Fleet Operator conduct and inappropriate behavior training (Provided by ATN).

11.4. ATN Provided Training. ATN reserves the right to revise CONTRACTOR's training program(s) in order to comply with Federal, State, or local laws regarding fleet operator certification or level of training requirements. In the event Federal, State, local laws change affecting fleet operator certification or level of training required. CONTRACTOR shall be responsible for adopting any and all changes to their fleet operator training program.

11.5. Training Vehicles. ATN can and is willing to provide access to Training Vehicles. If CONTRACTOR desires to provide additional vehicles to meet its training needs, CONTRACTOR shall be responsible for all fueling and maintenance costs. ATN is willing provide fuel and maintenance and bill CONTRACTOR accordingly for services and supplies rendered.

11.6. Blood Borne Pathogens Training. CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to blood borne pathogens and/or body fluids. All Fleet Operators, Road Supervisors, Vehicle Service Workers and any other employee that may come in contact with blood borne pathogens or bodily fluids will be required to have blood borne pathogen/bodily fluid training prior to starting their jobs. Blood borne pathogen kits will be made available in all Road Supervisor vehicles and safety sensitive areas. The kits shall be purchased and maintained by CONTRACTOR. The contents of the kit must be replaced as they are used or become damaged.

11.7. CONTRACTOR shall provide the following training and safety program that at a minimum consists of:

- a. A safe driving awards program;
- b. Monitoring and inspection of Fleet Operators' Motor Vehicle Records at least every twelve (12) months through participation in the California Department of Motor Vehicles Pull Notice Program; and
- c. Promotion and reinforcement of driving and safety principles by CONTRACTOR management, policies and programs.

11.8. ATN reserves the right to revise CONTRACTOR's training program(s) in order to comply with Federal, State, or local laws regarding fleet operator certification or level of training requirements or to meet ATN's customer service training needs.

11.9. Documentation of Training. CONTRACTOR shall maintain a list of Fleet Operators who have completed the required training program for operation of fleet services described in this Scope of Services. This list shall be updated monthly and provided to ATN (with monthly invoice) as additional active Fleet Operators are trained or removed from service. The list of Fleet Operators shall include, at a minimum, the following:

- a. Name and badge number
- b. Hire date
- c. Date of certification
- d. Hours of initial training
- e. CDL license number and expiration
- f. Medical certificate.

11.10. CONTRACTOR must maintain a record of all training completed by each Fleet Operator and must provide a copy of these records upon request of ATN or other compliance agency (i.e. DMV or California Highway Patrol (CHP)).

11.11. In the event Federal, State, local laws change affecting fleet operator certification or level of training required, CONTRACTOR shall be responsible for adopting any and all changes to their fleet operator training program.

12. SAFETY PROGRAM

12.1. CONTRACTOR shall at all times abide by CONTRACTOR's established written safety program as described in the Proposal. CONTRACTOR's safety program shall at a minimum comply with applicable federal regulations of the Occupational Health and Safety Administration, and any amendments thereto, as well as any other pertinent federal, state, and/or local safety or environmental laws, codes, rules or regulations.

12.2. CONTRACTOR shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Agreement is provided and shall require them to attend regularly scheduled safety meetings at least four times per year, or more frequently, as required.

12.3. CONTRACTOR shall maintain an incentive and safety program to support ATN's goal of providing a high quality service. ATN supports the use of a safe driving program that includes meetings, incentives, as well as participation in a _____ competition. These programs must be detailed in writing and implemented routinely.

12.4. Accident/Incentive Reporting. CONTRACTOR shall notify ATN's Dispatch or its designee immediately after the occurrence of any of the following accidents/incidents:

- a. Collisions between a vehicle and another vehicle, person or object;
- b. Passenger accidents, including falls to passengers who are entering, occupying or exiting the vehicle;
- c. Inappropriate behavior on-board the vehicle; and
- d. Disturbances, ejection, fainting, sickness, deaths or assaults.
- e. Accidents the driver witnesses;
- f. Vandalism to the vehicle while in service;
- g. Passenger complaints of injury or property or other circumstances likely to result in the filing of claims against CONTRACTOR or ATN; and
- h. Any passenger, driver and service complaint that arises from an accident.

12.5. CONTRACTOR should ensure proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are address. Copies of

reports prepared for any of the above must go to ATN's Director of Operations and ATN's Safety & Training Manager. If loss of service occurs or a major incident that will likely receive media coverage, CONTRACTOR shall notify ATN's Central Communication dispatcher in addition to ATN's Director of Operations and ATN's Safety & Training Manager.

12.6. In addition to CONTRACTOR'S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are standard in the industry and/or required by ATN. CONTRACTOR shall observe all ATN safety work rules, regulations pertaining to sexual harassment, and a drug and alcohol free environment while on property and/or while on duty.

12.7. Due to the level of activities at ATN facilities and the large number of vehicles and employees, yard congestion and safety is a viable concern. In order to avoid personal injuries or property damage, the following procedures shall be followed in order to promote yard safety.

- a. Maximum yard speed is 10 M.P.H.
- b. Yield right-of-way to coaches backing out of the shop and parking stalls.
- c. Sound horn three times and check for clear passage before backing vehicles.
- d. Follow designated yard directional traffic flow. Do not drive across fleet stalls.
- e. Always be courteous and professional; never demand the right-of-way to the extent of causing an accident.
- f. Stop at designated "stop" markings in yard.
- g. Pedestrian traffic in or out of the vehicle access gates is prohibited.
- h. All personnel must wear appropriate reflective vest at all times while on property.
- i. All new hire personnel and prospective applicants are required to check-in and check-out with ATN front office personnel.

13. AUDIT AND INSPECTION OF RECORDS

13.1. CONTRACTOR agrees that ATN, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to CONTRACTOR's services, and to audit the books, records, and accounts of CONTRACTOR.

13.2. At any time during normal business hours and as often as ATN may deem necessary and after reasonable notice, CONTRACTOR shall make available to ATN for examination, all records relating to CONTRACTOR's services hereunder. ATN shall have the authority to audit, examine, and make excerpts or transcripts from records, including all invoices, materials, payrolls, records of personnel, and other statistical data relating to all matters covered by this Agreement.

13.3. ATN reserve the right to dispatch auditors of its choosing to any site where any phase of the services is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of CONTRACTOR if such sites or the activities performed thereon have any relationship to the services covered by this Agreement. ATN auditors shall be provided with adequate and appropriate workspace in order to conduct audits and shall be allowed to interview any employee of CONTRACTOR. It is the responsibility of CONTRACTOR to ensure the cooperation of all employees with any procedure pertaining to the audit.

13.4. ATN may elect to authorize representatives of other funding partners to inspect, audit, and analyze the records of CONTRACTOR in performing services, or preparing any proposals for services.

13.5. CONTRACTOR shall maintain records for expenditures incurred directly or indirectly under this Agreement as it relates to the provision of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, time cards, driver/dispatch log sheets, , invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and be made available for examination in accordance with this Agreement.

13.6. Records, in their original form, shall be maintained in accordance with the requirements covered by this Agreement and in support of service provision, start-up, capital expenditure, quarterly, monthly, and daily statistical reports. Such records shall be retained for a period of five (5) years after termination of this Agreement assuming all other pending matters (i.e. audits, litigation, governmental investigations or other actions involving CONTRACTOR records) are closed. ATN may, at its discretion, take possession of and retain said records.

13.7. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Orange County unless authorization to remove them is granted in writing by ATN. Upon termination or completion of the Agreement, records may be relocated to CONTRACTOR's Corporate Office for long term storage. ATN shall be granted access to these records upon reasonable notice.

13.8. Results of record inspections may indicate the need for changes and/or modifications. CONTRACTOR shall cooperate with ATN to establish and improve the system and maintain flexibility so that modifications may be implemented quickly.

13.9. ATN must approve all of CONTRACTOR's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to audit documents.

13.10. CONTRACTOR shall maintain a system of internal fiscal control in accordance with generally accepted accounting practices. Internal fiscal control comprises the plan of organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for income and expenses.

13.11. CONTRACTOR agrees that, should ATN determine that CONTRACTOR's record keeping, reporting techniques, or data collection are inadequate to allow for effective monitoring and evaluation of the program, ATN shall have the right to demand whatever method it deems adequate to correct such deficiencies in matters pertaining to performance under this Agreement.

13.12. The Cost to correct insufficient record keeping, reporting techniques, or data collection will be borne by CONTRACTOR.

13.13. Financial reports required to be prepared and submitted by CONTRACTOR to ATN shall be accurate in all respects. Should inaccurate reports be submitted to ATN, ATN may require CONTRACTOR to secure the services of a licensed accounting firm. The cost of such accounting services shall be borne by CONTRACTOR.

13.14. Records shall be maintained in accordance with requirements prescribed by ATN with respect to all matters covered by any subcontract. Such records shall be retained within Orange County for a period of five (5) years, unless authorization to remove them is granted in writing by ATN.

13.15. Expenditures pertaining to subcontractors shall be supported by properly executed documents evidencing in detail the nature of each expense.

13.16. At such time and in such forms as ATN may require, there shall be furnished to ATN such statements, records, reports, data, and information as ATN may request pertaining to matters covered by any subcontract.

13.17. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

13.18. The provisions of this Section 13 are in addition to any other provisions contained in the Agreement regarding the audit and inspection of CONTRACTOR's records.

14. EMPLOYEE STANDARDS AND REQUIREMENTS

14.1. Employee Turnover. ATN recognizes the expense and negative effect of employee turnover. Therefore, CONTRACTOR must demonstrate they have an acceptable recruitment and hiring program that is intended to minimize employee turnover and retain a high quality work force.

14.2. Personnel Policies. CONTRACTOR shall have personnel policies in effect that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Worker's Compensation, and other regulations as appropriate.

14.3. CONTRACTOR shall maintain at all times a current list of personnel assigned to ATN'S contract and provide ATN with an updated employee list each month and when otherwise requested.

14.4. Weapons. When working under ATN'S contract, employees may not have weapons in their possession or on ATN property or vehicles.

14.5. Use of Electronics/Entertainment Devices.

14.5.1. For the safety of the Fleet Operator and the safety of our passengers, CONTRACTOR shall not allow any operator to use any entertainment device while in service.

14.5.2. ATN has a zero tolerance policy for the use of a cell phone while operating a revenue service vehicle, with the exception of verified emergency situations. CONTRACTOR must also adopt a zero tolerance policy and shall describe their procedure for training employees in this policy.

14.6. Alcohol and Illegal Substances. Purchasing or consuming illegal substances or alcoholic beverages while in a company uniform shall not be allowed. It shall be CONTRACTOR'S responsibility to terminate any employee observed doing so. The policies for addressing such incidents should be included in CONTRACTOR'S Drug and Alcohol Policies. CONTRACTOR'S Drug and Alcohol Policies must also comply with FTA Drug and Alcohol Regulations.

14.7. Designated Smoking Areas. ATN promotes and supports a smoke free work environment. There is no smoking allowed in ATN vehicles or anywhere in ATN facilities. ATN has designated smoking areas at the facility. CONTRACTOR staff must observe such restrictions.

14.8. Inappropriate Behavior. ATN has a zero tolerance policy for inappropriate and unsafe behavior. CONTRACTOR'S personnel policies must clearly address how inappropriate and unsafe situations shall be handled. CONTRACTOR must also adopt a zero tolerance policy and shall describe their procedure for training employees in this policy.

14.9. Customer Comments. Any customer comments received directly by CONTRACTOR must be referred to ATN'S Customer Relations staff for proper handling. Should CONTRACTOR receive notification from other than ATN that an employee is allegedly involved in a criminal activity including inappropriate behavior; CONTRACTOR shall notify ATN'S Project Manager immediately.

14.10. Personnel Management. CONTRACTOR'S personnel policies shall include a mechanism for administering required progressive corrective action and discipline to address any occurrence where staff performance does not conform with established ATN and/or CONTRACTOR service standards. ATN retains the right to review and comment on CONTRACTOR'S personnel policies and the list of personnel assigned to ATN'S contract.

14.11. Removal of Employees.

14.11.1. ATN may require that any employee be removed from the project for excessive complaints, preventable accidents, or inappropriate behavior. ATN has a zero tolerance policy with regard to misconduct or inappropriate behavior. If an allegation of this nature is received, CONTRACTOR shall remove the employee from the project immediately pending investigation and resolution of the allegation to ATN'S satisfaction.

14.11.2. Any employee receiving three or more valid customer complaints within a consecutive 90-day period may be subject to a thirty (30) day probation period. During this period, ATN shall evaluate whether the employee is suitable for the project.

14.11.3. ATN shall notify CONTRACTOR, in writing, of any employee determined unsuitable. Within 24 hours of receipt of such notice, CONTRACTOR shall, at its sole discretion, permanently remove the employee from the project or present to ATN a plan for correcting the employee's performance deficiencies. If ATN rejects the plan or the employee's performance

deficiencies are not corrected to ATN'S satisfaction, CONTRACTOR shall be instructed to immediately remove the employee from the project.

14.12. Dress and Appearance Standard.

14.12.1. ATN shall provide a uniform to be worn by all Fleet Operators when operating a vehicle in ATN service. It is CONTRACTOR'S responsibility to see that Fleet Operator uniforms remain in good repair, and do not appear old or worn out. Uniforms that are not in good repair must be replaced.

14.12.2. Fleet Operators shall be required to follow the grooming and appearance standards established by ATN:

Uniforms - Only Company authorized uniforms are permitted while on duty.

- a. ART Uniform Shirt – Should be clean, neat, pressed and in good repair and not faded
- b. Shirts must be tucked in at all times. Drivers who wish to wear shirts un-tucked must have shirts professionally cropped
- c. Dark blue or Black trousers or slacks – Should be clean, neat, pressed and in good repair
- d. No shorts are permitted
- e. No sagging or baggy pants
- f. Black Tie should be clean, neat, pressed and in good repair.
- g. Black or dark blue belt
- h. Black leather shoes or boots (polished)
- i. Black or dark blue socks/hosiery. No ankle socks
- j. Belt Buckle must be no more than 2 inches wide
- k. Company issued ID must be worn at all times

Personal Hygiene

- a. Due to working in close proximity with passengers and other ART Operators it is required that Operators use antiperspirant and/or deodorant
- b. Wear only mildly scented fragrance products. Strong or heavy scented products are prohibited

Hair

- a. Hair color is to be natural looking, no extreme colors or styles including bi-level or spiked styles.
- b. Do not bleach the tips of your hair
- c. Males: hair is to be cut above the collar and ears and if necessary neatly pulled back. Neatly trimmed mustaches and beards are acceptable
- d. Hair is to be neatly combed. Confine hair that is below shoulder length so that it does not fall forward over the face. Hair accessories are to be neutral color or a solid color matching the uniform

Makeup

Makeup should be natural looking and complimentary to the skin tone

Fingernails

- a. Keep fingernails clean, trimmed and presentable
- b. Fingernails should be kept no longer than ¼" past the fingertip. Nail color should be conservative. Don't wear nail polish with the exception of clear polish for manicured nails

Contact Lenses

- a. Colored or tinted contact lenses must be natural looking
- b. Decorative or unnatural color lenses that are distracting are not permitted

Tattoos

- a. ALL TATTOOS are to be CONCEALED
- b. ART Operators who have visible tattoos on arms must wear long sleeve shirts
- c. ART Operators who have visible tattoos on neck, face or other exposed body part(s) must cover all visible tattoos.

Sunglasses

- a. Frames are to be conservative style. No extreme shapes
- b. Frames should be silver, gold, bronze tortoise shell, black or brown in color
- c. No mirrored lenses. Wear lenses that are a neutral color – lenses that allow the eye to be seen easily

- d. Eyes/vision is to be unobstructed

Jewelry

- a. Jewelry is to be kept to a minimum
- b. Necklaces, bracelets and ankle bracelets are not permitted
- c. Only one ring per hand (with the exception of wedding sets). No thumb rings
- d. Wear earrings that are a simple matched pair. Hoop and/or dangle earrings are not permitted. Only one earring is to be worn in each ear
- e. Body piercings are not permitted (except one pair of earring). No plugs or bandages to cover piercings

Shoes

- a. Only specified uniforms shoes are permitted
- b. Black or dark blue sock/Hosiery only

Cell Phones

Personal cell phones are to be off and concealed from sight at all times. Company issued cell phones are permitted when there is a business need. Cell phones cannot be used while on duty

14.13. Operator Tools. ATN provides all necessary operating equipment to the Operators. Operator equipment shall include manifests (trip sheets), clipboards and pencils/pens. Operators are required to take good care of equipment CONTRACTOR is required to provide Operators with an operable and accurate time piece.

14.14. The following items must be in the Operator's possession while operating an ATN fleet vehicle:

- a. Valid Commercial Operator License
- b. Passenger transport endorsement
- c. Valid Verification of Transit Training (VTT) certificate
- d. Valid medical certificate
- e. ATN system map
- f. Risk Management Report Kit
- g. Completed Daily Vehicle Inspection Report (DVIR)

- h. Detour information (as required)
- i. Riders' Alerts (as required)
- j. Accurate time piece
- k. ID Badge

15. FLEET VEHICLES - GENERAL REQUIREMENTS

15.1. The fleet vehicles shall not be used on any other service other than that specified by this Agreement without specific written authority from ATN.

15.2. It is ATN's intention to operate the electric vehicles as Anaheim Resort transportation vehicles. Should ATN decide to deploy electric buses in its operations, at a future date, the CONTRACTOR shall fully cooperate with the ATN to facilitate full deployment, implementation, staff training, reporting, and operations.

15.3. Only ATN approved exterior advertising is permitted on fleet vehicles. The exterior appearance of the vehicles will be coordinated by ATN. In no event shall CONTRACTOR be required by obligations to third parties to affix such advertising as would place CONTRACTOR in default of this Agreement.

15.4. At the end of each day, CONTRACTOR shall return to ATN all fleet vehicles and other equipment to ATN premises.

16. REPORTS

16.1. The Operations Manager, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to ATN. Electronic access to the reports, i.e. via an email system, is acceptable to ATN.

16.2. A Monthly Service Evaluation Report shall be submitted to ATN within ten (10) working days after end the end of each month summarizing key service quality measures. This report shall be prepared by CONTRACTOR and shall be consistent with the information contained in other operating reports, which are also required by ATN.

16.3. Missed Trip/Incident Report.

16.3.1. A weekly Missed Trip/Incident Report shall be transmitted to ATN.

16.3.2. A monthly Summary of Missed Trips/Incident Reports shall be also submitted to ATN within ten (10) working days after the end of each month, which summarizes the information provided on the daily reports during each month.

16.4. A Daily Pre-Trip Inspection shall be completed by an operations supervisor and transmitted to ATN at the beginning of service each day. This report ensures an agreement between

supervisors and drivers that vehicles have been cleaned and checked for normal safety items (e.g., lights, tires, wind shield wipers, brake system, glass, body, paint, etc.).

16.5. An accident report shall be transmitted to ATN within 24 hours of each accident involving a contracted vehicle. Any major accident involving injuries or significant damage to vehicles shall be immediately reported (regardless of hour or day) through direct person-to-person contact, by telephone or by facsimile, following written summary of the accident/incident. It is imperative that CONTRACTOR contact ATN immediately about any major accident/incident. If any service is missed as a result of the accident, a Missed Trip/Incident Report must also be completed and submitted to ATN within 24 hours.

16.6. A passenger Complaint Report shall be completed for each complaint received concerning ART services. This report shall be completed by CONTRACTOR regardless of whether the complaint (written or oral) was received directly by CONTRACTOR, or was forwarded to CONTRACTOR by ATN or a third party. A copy of each passenger complaint form shall be submitted to ATN within 24 hours of receipt by CONTRACTOR.

CONTRACTOR is required to monitor and document the on-time performance of each service vehicle. CONTRACTOR shall require that all drivers immediately report to dispatch each time they fall behind schedule (at a minimum, one-half the headway or ten (10) minutes late, whichever is less).

16.7. CONTRACTOR is required to provide data consistent with and necessary for the submission of the annual report as required by the Federal Transit Administration's National Transit Database ("NTD") Section 5307 Program, as currently constituted and as amended from time to time.

17. DESCRIPTION OF SERVICES AND SERVICE AREA

17.1. ART services will be composed of a series of routes that allow riders to circulate throughout the designated ART services area. All participating business establishments in the Anaheim Resort must be accessible via one of the ART routes. ATN shall have final authority to set routes and stops for the ART services. ATN shall authorize all routes and stops in writing. CONTRACTOR shall not issue, publish, or release in any way route maps or stop locations that have not been authorized by ATN.

17.2. ATN will provide to CONTRACTOR a level of service in the form of monthly work orders ("Level of Service") that are designed to meet the ridership needs identified by ATN from month to month. ATN shall have final authority to establish the Level of Service for the ART services. CONTRACTOR shall not issue, publish or release in any way Level of Service standards that have not been authorized by ATN.

17.3. CONTRACTOR will work with ATN to the extent changes are needed in routes, stops, or the level of service.

17.4. ATN's Anaheim Resort Transportation (ART) service is provided 365 days per year in geographic areas of the City of Anaheim known as The Anaheim Resort® and the Platinum Triangle™, as well as in certain areas of the cities of Santa Ana, Orange, Garden Grove and Buena Park. The service areas are depicted on the map located at Exhibit 1. Typical operations are scheduled based on the operating hours for the destinations service by ART such as:

Disneyland® Resort
Anaheim Convention Center
Anaheim Stadium
Honda Center
The Shops at GardenWalk

Knott's Berry Farm
MainPlace Mall
The Outlets at Orange
Lodging Establishments (a total of 65)
City of Anaheim Metrolink Commuter Rail Stations

17.5. Future service expansions for ART services to the City of Huntington Beach are anticipated in early 2014. Anticipated RVH hours provided above include potential additional RVH for these services. Current ART services are comprised of three (3) specific, yet, related operating service delivery methods described below.

Anaheim Resort Transportation – Core Service – Routes 1 – 12

ART Core Services, Routes 1 through 12, operate 365 days per year on a fixed route system on a 20-minute headway schedule. One fleet vehicle is assigned to each route for operation from approximately 7 a.m. till 12 midnight. To meet fluctuation in demand for service, special events and other external functions, ATN assigns anywhere from two (2) to seven (7) floater fleet vehicles to assist with operations.

Anaheim Resort Transportation – Fixed Route – Routes 14 – 19

ART's traditional fixed route service is represented by Routes 14 through 19. Fixed routes are operated 365 days per year on a fixed operating schedule, not headway schedule. Route 17 operates Monday through Friday, excluding holidays. Operating schedules are developed by ATN and may be adjusted every six (6) months, in consultation with CONTRACTOR.

Anaheim Resort Transportation – Downtown Circulator – Route 20

Route 20, or Downtown Circulator, is provided by ATN to connect Anaheim Resort area's parking locations with the primary destinations of The Anaheim Resort™. This service is provided 365 days per year and operations are continuous on a pre-designated route and schedule is based on the operating hours of The Disneyland® Resort District.

ATN's fixed route system provides service on a set schedule with designated stops. These routes may have smaller passenger loads and utilize smaller vehicles. Some routes operate in areas that cannot be served with full-size transit coaches and others may operate seasonally. ATN routes operate 365 days, with hours of operation from approximately 7:00 a.m. and 12:00 a.m.

Service changes shall occur two (2) times a year, in March and October. If CONTRACTOR elects to conduct operator's bids, they shall concur with ATN changes unless otherwise authorized by ATN. Route schedules are developed and distributed by ATN. ATN shall provide CONTRACTOR with schedules and headways for each route, showing all trips, time points, stops, layovers, total scheduled revenue miles and hours, and total layover hours. New paddles and route summary information shall be distributed each time there is a service change. Route of line sheets (ROLS) or turn-by-turn directions are distributed when there is a change in routing, deadheading instructions, or general information. CONTRACTOR may make recommendations on run cutting and look for opportunities to interline and

provide other scheduling support as necessary to ensure efficient fleet utilization with minimum deadhead movement. ATN shall provide public schedules, and route maps at each service change.

17.6. Service Levels. The number of annual RVHs on December 1, 2016, will be approximately 130,000. During the first year of the contract, ATN is planning to add route assignments and RVH during the regularly scheduled service changes. Service for all routes will be scheduled by ATN and provided to CONTRACTOR for operation. Three months of actual operating data for all ART routes are attached.

18. FARES

18.1 ATN shall determine and set all fares. CONTRACTOR shall enforce ATN’S fare policies and ensure that fares recorded are consistent with ATN’S policy as documented in ATN’S fare matrix. ATN staff shall provide at least a thirty (30) day notice of any change to ATN’S fare policy and will coordinate such changes with CONTRACTOR.

Fares for Service

One-way Cash Fare – Each boarding	\$3.00
One-way Cash Fare -- Each boarding Seniors (65 & over) and persons with disabilities	\$1.00
One-way Cash Fare -- Each boarding Children 3-9	\$1.00
One-way Cash Fare -- Each boarding Children 3 and under	Free
1-Day Pass - Unlimited use on all local routes (Until 02:59 A.M.)	\$5.00
3-Day Pass - Unlimited use on all local routes (Until 02:59 A.M.)	\$12.00
5-Day Pass - Unlimited use on all local routes (Until 02:59 A.M.)	\$20.00
Metrolink Ticket	Free

18.2. Fare Procedures. ATN shall provide CONTRACTOR with GFI fareboxes for all revenue service vehicles. CONTRACTOR shall not put any fleet vehicle into service or provide service without an operational GFI Farebox. ATN shall maintain these fareboxes throughout the term of the Agreement including preventive maintenance and all repairs.

18.3 CONTRACTOR shall follow all fare collection procedures of ATN. ATN shall be responsible for providing fare collection training to all CONTRACTOR’s staff. CONTRACTOR shall enforce all ATN’s Fare Collection practices and procedures.

18.4 CONTRACTOR shall provide:

- a. Monitor Fleet Operators to ensure that they follow ATN procedures

- b. Use tripsheets provided by ATN weekly if, and only if, a GFI farebox is experiencing difficulties or becomes non-functional

18.5 CONTRACTOR shall provide access to its personnel by ATN's training staff for training all Operators on proper GFI farebox usage and maintaining the unclassified revenue percentage to ATN's standards. All cash fares shall be deposited into GFI farebox and will be collected by ATN staff.

19. MONTHLY DATA COLLECTION AND REPORTING

19.1. CONTRACTOR must develop and implement tools and data reconciliation policies and processes that will assure integrity of the reporting data.

19.2. CONTRACTOR shall prepare and submit daily and monthly operating reports as indicated below. Monthly operating reports are to be submitted to ATN, with the monthly service invoice(s) on or before the 10th business day of the following month, by 16:59 pm Failure to submit reports as required by ATN shall result in liquidated damages of \$100 per day per report.

19.3. Monthly Run Level Detail Report and Service Summary. The Run Level Detail Report is to document daily, by run, the service date, run number, employee ID number, employee first name, employee last name, vehicle number, driver name, run pull out time, run pull out odometer, run start time, run start odometer reading, lunch start time, lunch end time, end of run time, end of run odometer, run pull in time, run pull in odometer, total hours, total miles, revenue vehicle hours, total deadhead hours and vehicle miles and missed service.

19.4. National Transit Data (NTD) Base Reporting. The Federal Transit Administration requires public transit fleet operators to annually report specified operating, performance and vehicle data as a condition of receipt of federal funding. CONTRACTOR will be required to assist ATN in the collection and development of the required NTD base reports. It is the intent of ATN to provide 100% reporting.

19.5. Employee Data. CONTRACTOR must provide a monthly summary (count) of employees by position and status (full-time/part time).

19.6. Safety and Security Reports. CONTRACTOR must report all safety and security related incidents as required by FTA on a monthly basis.

19.7. Monthly Accident Summary. CONTRACTOR shall submit a summary of all accidents and incidents that occurred during the month on an Accident and Incident Log. ATN uses TransTrack database system. CONTRACTOR shall be provided with access to the database and shall be responsible for all required ATN reporting functions.

20. INSPECTIONS

20.1. All work to be performed by CONTRACTOR hereunder (which shall include all services performed, material furnished or utilized in the performance of services) shall be subject to inspection and review by ATN to the extent practicable at all times and places during the term of this Agreement. All inspections by ATN shall be made in such a manner as to not unduly delay that work. ATN shall have the right to enter any area of the Facility used by CONTRACTOR for the purpose of inspecting and auditing all data and records which pertain to CONTRACTOR's work.

20.2. If any CONTRACTOR work is not performed in conformity with the requirements of this Agreement, ATN shall have the right to require CONTRACTOR to perform that work again in conformity with such requirements at no increase in the total due under the Agreement. When the work is of such a nature that the defect cannot be corrected by re-performing that work, ATN shall have the right to: (1) require CONTRACTOR to immediately take all necessary steps to ensure future performance in conformity with the requirements of the Agreement; and (2) reduce the compensation level to CONTRACTOR to reflect the reduced value of the work performed. In the event CONTRACTOR fails to promptly perform again or take necessary steps to ensure future performance in conformity with the requirements of this Agreement, ATN shall have the right to have the work performed by a third party and charge CONTRACTOR (by offset or otherwise) for any and all costs or expenses incurred by ATN that are directly related to the performance of such work, or terminate the Agreement as provided in Section 21.

20.3. Red Tagged Vehicles. If, in the opinion of ATN, the vehicle does not meet ATN safety standards, it may be "red tagged." A vehicle that has been "red tagged" shall not go into service.

20.4. Daily Pre-Op Inspection, Defect Report Cards. Each Operator shall inspect vehicles daily before pulling out of the yard in accordance with state requirements. If there are any defects, the Operator must enter the defects on a Defect Report Card (or some similar CONTRACTOR provided document) as required by the California Vehicle Code. If there are no defects, the Operator must sign and date the Defect Report Card prior to leaving the yard. Defect Report Cards shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis. Vehicles with Defect Report Cards showing defects must be inspected and appropriate action taken on items noted on the card before vehicle returns to revenue service.

20.5. CHP Terminal Inspections. Every 12 months, a portion of the fleet shall be randomly selected by the California Highway Patrol (CHP) for inspection as part of their annual terminal inspection. ATN will be responsible for all repairs made in preparation for the inspection as well as those identified by the CHP inspection. ATN shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. CONTRACTOR shall be responsible for the preparation of personnel files, Coach Operator records and logbooks that may be requested during the inspection. In the event CONTRACTOR'S records are found in an unsatisfactory condition by the CHP, ATN will impose liquidated damages as follows:

1st unsatisfactory CHP finding	\$5,000
2nd unsatisfactory CHP finding	\$10,000
3rd unsatisfactory CHP finding	Termination of agreement for cause

21. OPERATING PERFORMANCE PENALTIES

21.1. During the term of this Agreement, ATN may, at its discretion, adjust standards, incentives and penalties to ensure and encourage increased efficiency and improved performance of services.

21.2. ATN shall have the right to monitor the services provided by CONTRACTOR in order to assess CONTRACTOR's performance in delivering its services hereunder. The monitoring activities shall

include, but not be limited to, a review and analysis of fleet vehicle cleanliness, completed vehicle trips, on-time submission of reports, and driver safe operations of each vehicle.

21.3. Assessment of Penalties. Before assessing penalties, ATN shall use the following procedure:

- a. ATN shall notify the CONTRACTOR of its intent to assess a penalty or incentive in writing within thirty (30) days of occurrence. No penalty may be assessed if timely written notice is not given to CONTRACTOR.
- b. The CONTRACTOR shall be given an opportunity to demonstrate that it could not reasonably have prevented the failure. Failures caused by actions of ATN staff, natural disasters, or extreme and unusual weather or traffic conditions shall be considered not preventable. Any such claim must be supported by adequate documentation provided by the CONTRACTOR. If ATN determines that the failure was not preventable, then the penalty shall be waived.
- c. ATN'S decision to waive the assessment of any penalty shall in no way affect ATN'S right or intent to assess a penalty for a similar failure in the future and shall in no way affect the CONTRACTOR's obligation to meet the associated performance standard. Continued non-performance by the CONTRACTOR and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract. Penalties and liquidated damages are provided in Table 1.

21.4. Notwithstanding the above, the parties agree that no penalties will be assessed for the first one hundred twenty (120) days of this Agreement in Table 1 Penalties and Liquidated Damages. Furthermore, the parties agree that no penalties for "Failure to have adequate personnel available for service 15 minutes prior to service commencement" and "Missed Trips" as found in Table 1 Penalties and Liquidated Damages shall be assessed for such period of time that the driver starting wage is below \$15.00 per hour. In the event the starting wage increases to \$15.00 per hour at any time during the term of this Agreement, ATN may then start assessing the penalty for "Failure to have adequate personnel available for service 15 minutes prior to service commencement" and "Missed Trips" as found in Table 1 Penalties and Liquidated Damages ninety calendar (90) days after the driver starting wage increases to \$15.00 per hour.

21.5. All performance penalties assessed against CONTRACTOR will be deducted (offset) from the monthly payment due CONTRACTOR. That deduction or offset will normally be applied by ATN no later than 90 days following the month in which the performance penalty relates, although there may be occasions where additional time is reasonably needed such as where the circumstances giving rise to the performance penalty are not known to ATN. CONTRACTOR shall receive written notice of ATN's intent to assess performance penalties and will be provided an opportunity to present a written response thereto within (ten) days after receipt of written notice. Circumstances beyond the control of CONTRACTOR, causing CONTRACTOR to fail to comply with any stated performance requirement, will be considered as just cause and may result in no performance penalties.

22. MAINTENANCE PERFORMANCE RESPONSIBILITIES

22.1. ATN shall maintain all responsibility of a comprehensive maintenance program for all ATN owned vehicles. ATN shall provide all fuel for its compressed natural gas (CNG), liquefied propane gas (LPG) and liquefied natural gas (LNG) revenue vehicles assigned for operation under this contract. Should ATN deploy any other fuel types to its fleet, ATN shall be responsible for fuel provision. CONTRACTOR should be aware of fuel usage and other factors and shall exercise restraint and efficiency in all fuel operations and consumption.

22.2. Non-Revenue Vehicles. ATN shall provide an adequate number of non-revenue vehicles for CONTRACTOR's personnel. ATN shall perform maintenance and supply fuel for all non-revenue vehicles at no cost to CONTRACTOR.

22.3. Accident Repairs. Damaged vehicles due to accidents shall be promptly reported. All repairs will be done by ATN and billed against CONTRACTOR. Consistent with ATN'S standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

22.4. Vehicle Communication and Fare Collection Equipment. ATN shall maintain all internal electronic, fare collection, voice annunciation, GPS/AVL and radio equipment.

22.5. CONTRACTOR shall be responsible for any damage caused by Operator negligence of any internal equipment. CONTRACTOR is responsible for operating equipment in a safe and proper manner. In the case of a repair resulting from Operator Negligence, ATN shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from ATN, CONTRACTOR may be permitted to perform the repairs at their expense. Any repairs so undertaken shall be performed to ATN'S satisfaction. If said repairs are not performed to ATN'S satisfaction, ATN reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self- perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from ATN. Documentation in the form of a repair orders shall be generated for all maintenance and repairs performed. Repairs orders shall be maintained in the vehicle history file and made readily available if necessary.

22.6. Video Surveillance System (VSS). CONTRACTOR shall be responsible for the maintenance of the vehicle's on-board Video Surveillance System, such as DriveCam, or a compatible system. ATN may, if requested by the CONTRACTOR, maintain said equipment and bill CONTRACTOR for rendered maintenance services.

22.7. Fueling. The vehicles assigned for operation under this Agreement will be supplied with fuel and fueled by ATN. From time to time, CONTRACTOR's personnel maybe required to fuel vehicles. ATN will provide training shall CONTRACTOR need to perform this function

22.8. Engine Idling. ATN vehicles shall not idle for more than five minutes maximum to comply with State regulations. Unnecessary idling causes excess fuel consumption, shortened engine life and contributes to air pollution. Engines may be operated to supply heat or air conditioning necessary for passenger comfort and safety, in which case idling up to a maximum of 30 minutes is allowed. CONTRACTOR is responsible for all fines for violating State or County engine idling regulations.

22.9. Road Calls. In the event of a vehicle failure while in service, CONTRACTOR shall immediately contact ATN's dispatcher on duty to make arrangements to replace the failed vehicle to ensure the continuation of service. CONTRACTOR shall develop a plan that results in minimal service disruption to ensure service and on-time performance. The failed vehicle will be removed from the breakdown area by ATN. The Road Call Report or similar document shall be used and recorded in ATN TransTrack database.

22.10. Parking Facilities. The facility is designed to provide 40 employee parking stalls including designated handicap and carpooling stalls. Fleet parking will accommodate 44 revenue service vehicles. CONTRACTOR shall ensure that its personnel keeps parking areas shall be free of debris and trash. Trash receptacles shall be provided in selected areas to provide drivers a means to dispose of trash from ATN and their personal vehicles. Because of space constraints, it is CONTRACTOR's responsibility to limit the employee parking space assignments, encourage rideshare arrangements, and to discourage long term parking. Vehicles parked for over two weeks without written approval shall be subject to towing and vehicle owner shall be responsible for all cost.

23. TRANSITION TO SUBSEQUENT CONTRACTOR

23.1. CONTRACTOR must cooperatively participate in the transition of this service to a new CONTRACTOR if necessary. No less than sixty (60) days prior to a new CONTRACTOR starting, participation is necessary in meetings, transfer of records, access to property, access to equipment and other areas as deemed necessary by ATN'S contract administrator.

23.2. A transition period is defined as the sixty to ninety (60-90) day period prior to the expiration or termination of this Agreement. CONTRACTOR shall participate in the smooth transition of service to a new provider in such a manner as to ensure the transition results in minimum service disruption to the ART services.

23.3. During the transition phase, ATN staff shall conduct several meetings with CONTRACTOR and the new provider to discuss specific project, records and vehicle transition events and the period in which they must occur. As requested by ATN, CONTRACTOR must make pertinent records accessible to both ATN and new provider within three (3) days of ATN's request.

23.4. ATN-owned property and facilities shall be subject to a transition inspection and acceptance upon transition to a new provider.

**TABLE 1
PENALTIES & LIQUIDATED DAMAGES**

Category	Standard	Penalty	Comment
On Time Performance (OTP)	Depart from time points between zero minutes early and 5 minutes late 95% of the time	\$1,000 for each full percentage point below 95% on time	OTP will be measured utilizing report information generated from ATN's AVL system
Valid Complaints	No more than one(1) valid complaint per four (4) thousand passengers each month (as reported on the Monthly Customer Feedback of ATN's TransTrack Reporting System)	\$200 for each valid complaint over one per four (4) thousand passengers	Calculated as <i>monthly passengers</i> x 0.00025 = allowed v. comments before penalty
Accident	Every accident	\$1,000 per accident not timely reported	Penalty is calculated monthly
Accident Report	Report within 24 hours by verbal & written reporting	\$5,000 per accident not timely reported	Penalty is calculated monthly
Key Positions	Contractor shall fill all Key Positions as defined within the Scope of Work	Deduct salary and benefits plus \$200 per day, plus benefits, for each position unfilled beyond 30 days	Penalty is calculated monthly
Terminal Inspections	Meet CHP requirements	\$25,000 for each occurrence of failing a terminal inspection, "unsatisfactory" (U rating)	Based on the annual or any interim CHP Terminal Inspection
Reports	Contractor shall submit reports on time, as outlined within the RFP	\$100 per day for each late report	Penalty is calculated monthly
Vehicle Damage	ATN-owned equipment shall be free of accident or other damage	Cost of repairs	Cost of repairs is calculated at time of incident
Missed Trip	No scheduled trips are to be missed	\$500 per occurrence	Penalty is calculated monthly
Unsafe Operation of a vehicle		\$1,000 per vehicle	Penalty is calculated monthly
Report of Discourteous or Rude Driver Behavior		\$200 per occurrence	Penalty is calculated monthly
Failure to Comply with Federal and/or State Disability Laws	Every incident	\$1,000 per occurrence	Penalty is calculated monthly
Failure to have adequate personnel available for service 15 minutes prior to service commencement		\$200 per occurrence	Penalty is calculated monthly

Appendix 10: ART 2018 Appearance Standards

Dress Code and Appearance Policy

- A. Dress Code and Appearance Policy - When you have a neat appearance and appropriate attire you become a role model for your fellow employees and you convey an attitude of excellence that has become synonymous with our Contract image. The following dress code is not an arbitrary standard chosen for convenience. It is a contractual obligation between the Anaheim Transportation Network and MV Transportation. You must adhere to this dress code when operating the ART Service as well as Compliance under MV Transportation Employee Handbook, p. 36, "Personal Appearance". Issued July 2009.
- a. Uniforms- Only Company authorized uniforms are permitted while on duty.
 - i. ART Uniform Shirt – Should be clean, neat, pressed and in good repair.
 - ii. ART Tie – Should be clean, neat, pressed and in good reappear.
 - iii. Navy blue or black trousers or slacks – Should be clean, neat, pressed and in good repair.
 - iv. Black or Navy blue belt
 - v. Black leather shoes or boots (polished)
 - vi. Black or Navy blue socks/hosiery
 - vii. Name Tag: Are to be visible at ALL times and worn in the upper left area of the torso.
 - b. Personal Hygiene
 - i. Antiperspirant and/or deodorant is to be used daily.
 - ii. Wear only mildly scented fragrance products. Strong or heavy scented products are prohibited.
 - c. Hair
 - i. Hair color is to be natural looking, no extreme colors or styles including bi-level or spiked styles.
 - ii. Males: hair is to be cut above the collar and ears, faded evenly with appropriate sideburns (no muttonchops). Neatly trimmed mustaches and beards are acceptable.
 - iii. Females: Hair is to be neatly combed. Confine hair that is below shoulder length so that it does not fall forward over the face or nametag. Hair accessories are to be neutral color or a solid color matching the uniform.
 - d. Makeup
 - i. Makeup should be natural looking and complimentary to the skin tone.
 - e. Fingernails
 - i. Keep fingernails clean, timed and presentable.
 - ii. Females: Fingernails should be kept no long than ¼" past the fingertip. Nail color should be conservative. Males: fingernails should not extend past the tip of the finger. Don't wear nail polish with the exception of clear polish for manicured nails.
 - f. Contact Lenses
 - i. Colored or tinted contact lenses must be natural looking.

- ii. Decorative or unnatural color lenses that are distracting are not permitted.
 - g. Tattoos
 - i. ALL TATTOOS are to be CONCEALED.
 - h. Sunglasses
 - i. Frames are to be conservative style. No extreme shapes.
 - ii. No mirrored lenses. Wear lenses that are a neutral color – lenses that allow the eye to be seen easily.
 - iii. Eyes/vision is to be unobstructed.
 - i. Jewelry
 - i. Jewelry is to be kept to a minimum.
 - ii. Necklaces, bracelets and ankle bracelets are not permitted.
 - iii. Only one ring per hand (with the exception of wedding sets). No thumb rings.
 - iv. Females: Wear earrings that are a simple matched pair. Hoop and/or dangle earrings are not permitted. Only one earring is to be worn in each ear.
 - v. Males: earring are not permitted
 - vi. Body piercings are not permitted (except one pair of earring on females). No plugs or bandages to cover piercings.
 - j. Shoes
 - i. Only specified uniforms shoes are permitted.
 - ii. Black or navy blue sock/Hosiery only.
 - k. Personal Cell Phones
 - i. Personal cell phones are not permitted without prior management approval. Upon approval they should be concealed from sight and on silent mode.
 - ii. Company issued cell phones are permitted when there is a business need. Never use the cell while driving.
 - iii. Compliance under MV Transportation, Employee Handbook, p. 44, "Use of Personal Cell Phones and other Electronic Devices". Issued July 2009
 - l. Timepiece
 - i. It is required that all personnel wear a discreet timepiece.
 - m. Inspections
 - i. All personnel will be inspected daily for policy compliance. Non-compliance to the policy may result in the contractor asking the transportation provider to remove the Operator from service.
- B. Compliance under the policy is not just about wearing the proper uniform it is also about looking professional and coming in well rested and alert ready to go to work. Compliance under MV Transportation Employee Handbook, p. 44, "Preparedness for Work and Alertness Management." Issued July 2009.
- C. Smoking on any ART Vehicle is prohibited. Furthermore, Smoking within eyesight or potential eyesight of any of our passengers takes away from the positive image we would like drivers to convey. Thus, it is against policy to on, around or in sight or potential guests. Compliance under MV Transportation Employee Handbook, p. 37, "Smoking". Issued July 2009 is also expected.

I _____ Acknowledge that I have received my ART uniform, uniform and personal appearance guidelines and the uniform replacement/return sheet. I will adhere to the ART uniform standards at all times.

Signature: _____

Printed Name: _____

Date: _____

Appendix 11: ART 2018 On-Time Tracking Report

Appendix 12: ART 2018 Complaint Record Keeping/Tracking

Appendix 13: Accomplishments

Accomplishments

Initiatives for 2019 and 2020 as well as ATN's accomplishments dating back to 2014 are summarized below in Table 2-2.

TABLE 2-2: ACCOMPLISHMENTS		
YEAR	ACCOMPLISHMENT	DESCRIPTION
2018	\$28.6M grant to electrify ART fleet	
November 2017	Began preparations for provision of MicroTransit services at CtrCity	Mobility on Demand service model with a fleet of MicroTransit vehicles using deviated fixed route and e-hailing technology
November 2017	Awarded contract for Mobility as a Service Mobility (MaaS) APP	Mobility as a Service Private Public Partnership (P3) awarded to RouteMatch with initial Mobile App
October 2017	Began Installation of InfoTainment System	50% of the InfoTainment system installed on ART fleet; Advertising program expanding to increase advertising revenue for ART services
July 2017	Began realigning of ART location & consideration of future location options	Began look at relocation options for ART operating facility. ART executive and finance moved to ARTIC. ART sales & marketing moved in with Visit Anaheim
January 2017	Issued RFP for Mobility on Demand Services	Began procurement and planning options for the suite of Mobility as a Service products
December 2016	Awarded ART Operation Contract to TransDev	Seamlessly transitioned ART services from First Transit to TransDev
December 2016	Began Real Time Passenger Signage efforts	Install new CAD/AVL system on board ART fleet to facilitate upcoming real-time passenger information system
October 2016	Expanded Mobile Ticketing	Expand availability of mobile ticketing options and denominations
March 2016	Received 4 ZEB BYD buses	Received first four zero-emission, all-electric BYD buses (through purchase consortium with Long Beach Transit) to start shift to all-electric fleet
January 2016	Began 2035 Capacity Building Planning	ATN board begins a visioning effort into the future outlook of capital and service needs of the ATN
March 2015	Entered ZEB Purchase Consortium with Long Beach Transit	ATN enters a Purchase Consortium with Long Beach Transit for the purchase of Zero Emission Buses; Agreement awarded to BYD, providing ATN with 10 options
April 2015	Launched Mobile Ticketing	Launch of Create a Ticketing APP with GFI GenFare and CooCoo
July 2015	Began service to Costa Mesa	ART begins bi-directional new service at South Coast Metro area in the City of Costa Mesa
December 2014	Negotiated lease at ARTIC	ART service begins at ARTIC; ATN offices at ARTIC fully functional

TABLE 2-2 (cont.)

YEAR	ACCOMPLISHMENT	DESCRIPTION
July 2014	Awarded new contract for operational services	ART services contract awarded to First Transit; ART services transitioned without interruption.
July 2014	Assumed all fleet maintenance functions from OCTA	Fleet of 35 LNG buses assumed from OCTA and all maintenance functions transitioned to ATN; Fleet maintenance responsibilities for this fleet of buses awarded to Penske; Fueling infrastructure installed by Clean Energy

**Appendix 14: *Imagine the Possibilities* –
Fact Book**

Anaheim Resort Transportation
AN EYE ON THE FUTURE

ART



the **ART** of connecting the dots

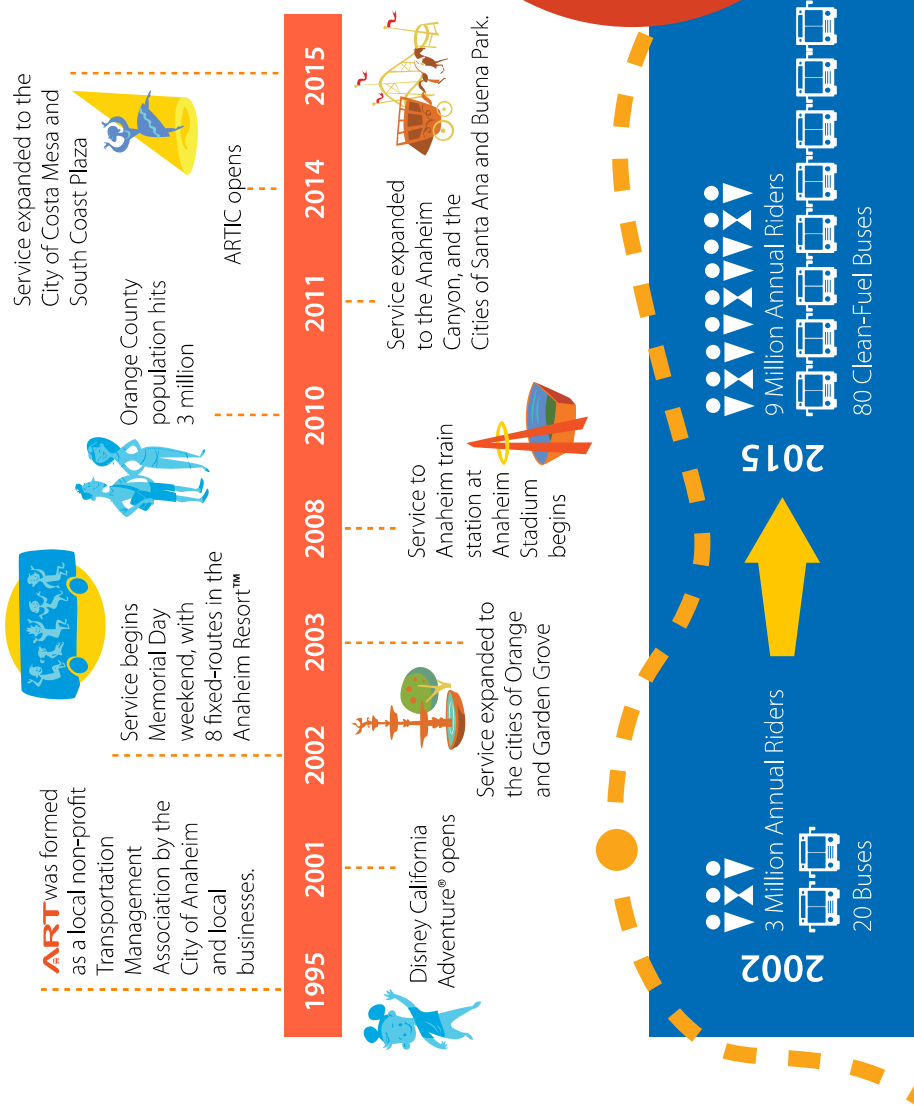
IMAGINE POSSIBILITIES

The **Anaheim Resort Transportation (ART)** has developed "Imagine Possibilities," a short-term and long-term plan to guide the future vision for ART services. Innovative ideas with an eye on the future were provided by ART's informed and knowledgeable stakeholders: board of directors, local government and community leaders, regional transportation providers, operators of major destinations and business leaders in housing, retail and commercial development.

With significant growth, employment and development planned throughout the region, ART and its project partners are leading the charge to connect the traveling public.



Conveniently Moving Passengers Since 2002



MOVING INTO THE FUTURE

ART is moving ahead with "Imagine Possibilities" by identifying and creating a path forward with partnerships to provide a cost effective and financially sustainable future public transportation service model. ART is reinventing itself by identifying and anticipating the future transit needs of the traveling public. Moving people efficiently and reliably was the hallmark for great transportation service in the past; now it is about that plus providing passengers mobility options and convenience at the touch of a button. ART is looking into options to enhance services through technological innovations that move passengers quicker and with more options; informing the passengers of destination opportunities and provide convenient options such as real-time on-demand service, cashless payment choices and a concept for concierge services as part of public transit offerings.



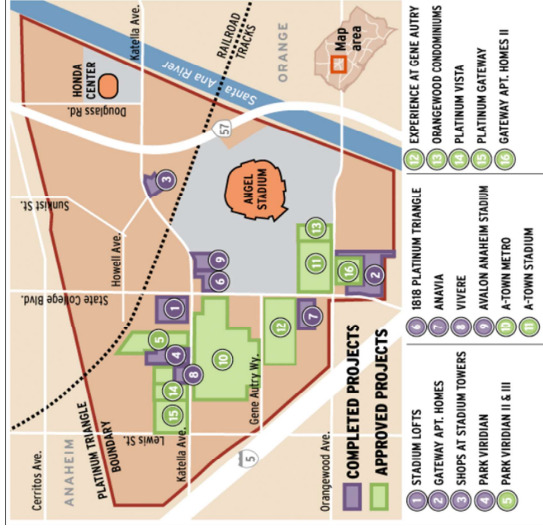
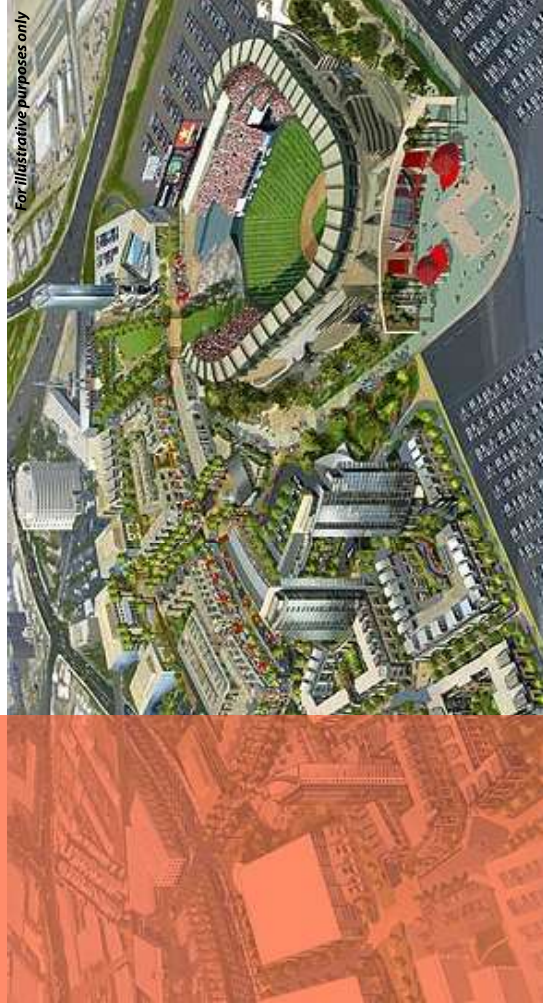
ANAHEIM REIMAGINED

Some of the most significant and expansive developments in the region are taking place right here in Anaheim. With an estimated \$6 billion in investment planned in the Anaheim Resort™, Platinum Triangle around Anaheim Stadium, the need to enhance ART is an important part of meeting the growing demands of a rapidly expanding region. Additional world-class entertainment venues, luxury hotels and other lodging establishments, a 200,000 square foot expansion to the Anaheim Convention Center and new homes, shopping, dining, offices and hotels at the Platinum Triangle are transforming the opportunities for additional and enhanced public transit services provided by ART.



Platinum Triangle

Just east of The Anaheim Resort®, a \$2.34 billion investment for an 820 acre planned development is underway in The Platinum Triangle, including Angel Stadium, Honda Center, City National Grove of Anaheim and ARTIC. This area, once home to warehouses and other industrial uses is experiencing an exciting rebirth with new projects creating a thriving place to live, work and play. Under construction is “A Town Metro,” a mix of condominiums, apartments, shopping, dining and park space. Just next door is Jefferson Stadium Park, a \$364 million apartment development geared toward professionals and sports fans seeking niche amenities associated with an urban setting. And in the planning stages, is LT Platinum Center with over 500,000 square feet of retail and office, plus 340 condominiums and apartments and a 220-room hotel.





RESPONDING TO OPPORTUNITIES

ART is not only responding to the changing landscape of the region, but also anticipating and planning ahead. This table shows the various planned projects for the region and how ART is addressing the needs and planning ahead to keep the traveling public moving more conveniently and faster than ever before.



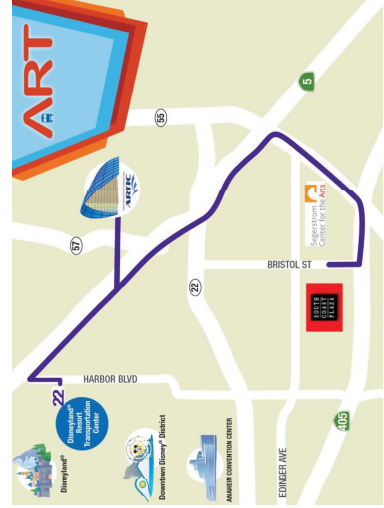
CtrCity

A one-seat ride from ARTIC to CityCenter.



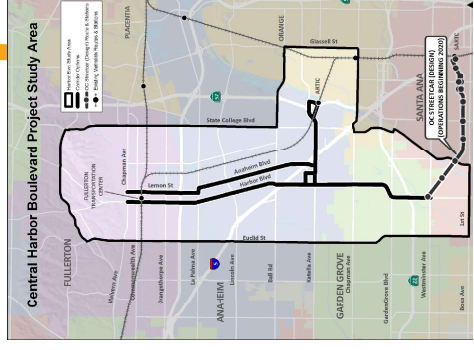
Costa Mesa Inter-City Service

A one-seat ride from Costa Mesa to the Disneyland® Resort.



Harbor Corridor Study

Through ART services, provide an early start of establishing support for travel patterns and promoting favorable land use choices in the corridor.



Near Term 2017

Near Future 2018

Eastern Gateway Project Realignment

ART will be realigning routes to reflect the new Eastern Gateway Project Transportation Facility. The new transportation hub will provide access for the entire Disneyland® Resort.



Build and Expand Supplemental Services

ART is looking to provide service to additional regional destinations, offering one-seat rides for greater convenience. Additional destinations served by demand-responsive service and partnerships with the private sector will enhance transportation options.



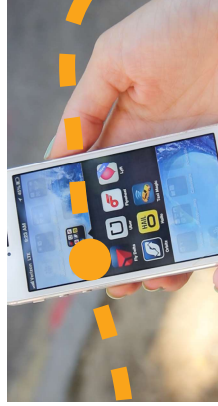
Integrated Delivery Framework

ART will consider first/last mile connections and partnerships with other transit services to improve convenience for the traveling public.



2025 and Beyond

Route Restructuring: select routes to be eliminated or realigned to reflect higher capacity transit services in the Harbor Corridor and east-west connections from ARTIC to The Anaheim Resort®.



Connecting Convenience with Fun in the 21st Century

Responding to customer needs is important in the 21st century. As rider expectations evolve, ART must endeavor to meet their needs with a growing emphasis on technology and real-time information. It will be critical for ART to proactively introduce new technologies to its service to enhance the customer experience. Introducing new and innovative technologies that provide convenience and comfort will allow ART to stay ahead of the curve and anticipate rather than react to customer needs. ART is looking to implement the following technologies in two main categories: mobility management and technology enhancements.



Mobility Management



Luggage Concierge – seamless movement of passenger luggage from beginning to end, creating multi-modal opportunities with customer service



Demand Response Trip Assistance – in the event that ART reaches capacity, ART could outsource trips to third party operators/providers (taxis, private transport companies, etc.)

Technology Enhancements



Wi-Fi – on board Wi-Fi services for customers



Real-time customer information – up-to-the-minute travel information to let passengers know arrival times for upcoming ART buses



InfoTainment – on board broadcast content to inform the customer



Cashless fare payment – the use of mobile ticketing and apps to process payment for tickets



Beacon and geo-fencing technology – these location-aware technologies would enhance the communication with dispatch centers to provide pin-point pick ups and other details regarding access to transit



Autonomous vehicles – also known as driver-less cars, self-driving cars, or robotic cars could potentially provide another level of service to the traveling public



the **ART** of connecting the dots

From humble beginnings in 2002 with eight routes and 20 buses to now serving over 9 million passengers annually, ART has always been about serving the customer through enhanced transportation options by delivering reliable and efficient transportation solutions. With significant growth, employment and development plans throughout the region, ART is leading the charge to connect the traveling public with more convenient and frequent routes, faster and seamless services and technological amenities that elevate the passenger's travel experience. With an eye on the future, ART is imagining possibilities and implementing the future today.



Appendix 15: Bus Stop Inventory

ART Bus Stop Inventory

Record #	Bus Stop #	Direction	Bus Stop Name	Buses	Properties Served	Address	City	Bus Stop Type	Signage	Description
46848	1	Eastbound	Harbor-East Esplanade	1	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46849	2	Eastbound	Harbor-East Esplanade	2	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46850	3	Eastbound	Harbor-East Esplanade	3	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46851	4	Eastbound	Harbor-East Esplanade	4	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46852	5	Eastbound	Harbor-East Esplanade	5	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46853	6	Eastbound	Harbor-East Esplanade	6	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46854	7	Westbound	Harbor-East Esplanade	7	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46855	8	Westbound	Harbor-East Esplanade	8	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46856	9	Westbound	Harbor-East Esplanade	9	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46857	10	Westbound	Harbor-East Esplanade	10	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46858	11	Westbound	Harbor-East Esplanade	11	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46859	12	Westbound	Harbor-East Esplanade	12	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46860	14	Eastbound	Harbor-East Esplanade	14	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46861	15	Eastbound	Harbor-East Esplanade	15	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46862	16	Eastbound	Harbor-East Esplanade	16	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46863	17	Eastbound	Harbor-East Esplanade	17	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46864	18	Eastbound	Harbor-East Esplanade	18	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46865	19	Eastbound	Harbor-East Esplanade	19	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46866	20	Westbound	Harbor-East Esplanade	20	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46867	21	Eastbound	Harbor-East Esplanade	21	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46868	22	Eastbound	Harbor-East Esplanade	22	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Bus shelter and bench
46869	30	Eastbound	Harbor-East Esplanade	30	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	NA	Bus shelter and bench
46870	31	Eastbound	Harbor-East Esplanade	31	Disneyland Resort	1313 S. Harbor Blvd., Anaheim, CA 92802	Anaheim	Transportation Center	NA	Bus shelter and bench
51923	80	Westbound	ARTIC-Bay 8	15X	Anaheim Regional Transportation Intermodal Center	2626 E Katella Ave, Anaheim, CA 92806	Anaheim	Transportation Center	NA	Bus shelter and bench
28248	129	Northbound	Gilbert-Lincoln	18	Hotel Pepper Tree	2375 W Lincoln Ave, Anaheim, CA 92801	Anaheim	Curbside	Cassette	No amenities
46871	1100	Westbound	Harbor-Toy Story	20	Toy Story Parking	1854 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Transportation Center	NA	Bus shelter and bench
50755	1101	Eastbound	Disney Way-Pumbaa	18	Pumbaa Parking Lot	1650 1609 Hotel Way, Anaheim, CA 92802	Anaheim	Transportation Center	NA	No amenities
28253	2000	Southbound	Grand-Crescent	20	Knott's Berry Farm	8038 Beach Blvd, Buena Park, CA 92620	Buena Park	Curbside	Pedestal	Benches. No other amenities
28254	2001	Southbound	Harbor-Katella	1, 2, 3, 18, 19	Portofino Inn & Suites	1831 S Harbor Blvd, Anaheim, CA 92802	Anaheim	City Bus Stop	LCD	Bus shelter and bench
28255	2002	Southbound	Harbor-Convention Way	1, 2	Convention Way at Harbor	616 Convention Way, Anaheim, CA 92802	Anaheim	City Bus Stop	Sunrise LED	Bus shelter and bench
28256	2003	Southbound	Harbor-Orangewood	1, 2	Doubletree Suites	2085 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Curbside	Wayline	No amenities
28257	2004	Southbound	Harbor-Wilken	1, 2	Stanford Inn & Suites	2173 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Curbside	Wayline	Benches
28258	2005	Southbound	Harbor-Chapman	1, 2	Garden Grove Entertainment District	12007 Harbor Blvd, Anaheim, CA 92840	Anaheim	City Bus Stop	Cassette	Bus shelter and bench
28259	2006	Southbound	Harbor-Sheraton Park	3	Sheraton Park	1855 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Private Property	Sunrise LED	Shelter, benches and TVM
28260	2007	Eastbound	Convention Way-Clarion	3	Clarion	616 Convention Way, Anaheim, CA 92802	Anaheim	Private Property	Cassette	Benches and TVM
28261	2008	Westbound	Convention Way-Grand Plaza	4, 5, 15, 18, 19, 22	Hilton Anaheim, Anaheim Marriott	777 Convention Way, Anaheim, CA 92802	Anaheim	Curbside	TBD	Benches and TVM
28262	2009	Eastbound	Disney Way-Clementine	12	Anaheim GardenWalk	400 Disney Way	Anaheim	Curbside	Cassette	No amenities
28263	2010	Southbound	Manchester-Holiday Inn	12, 19, 22	Holiday Inn Anaheim-Resort Area, Staybridge Suites Anaheim Resort	1915 S Manchester Ave, Anaheim, CA 92802	Anaheim	Private Property	Sunrise LED	Shelter, benches and TVM
28264	2011	Southbound	Manchester-Anaheim Gray Line	12	Anaheim Gray Line	2001 S Manchester Ave, Anaheim, CA 92802	Anaheim	Curbside	NA	No amenities. Stop inactive
28265	2012	Southbound	Harbor-Vermont	10	Ramada Anaheim Maingate	921 S Harbor Blvd, Anaheim, CA 92805	Anaheim	City Bus Stop	Sunrise LED	Bus shelter and bench. Could replace cassette and/or add new signage to existing pole opposite OCTA sign.
28266	2013	Southbound	Harbor-Ball	10	Harbor RV Park	1000 S Harbor Blvd, Anaheim, CA 92805	Anaheim	City Bus Stop	Cassette	Sign attached to OCTA pole. Bus shelter & bench. Cassette damaged; could be replaced with signage on existing pole
28267	2014	Inbound	Harbor-Oak	17	Anaheim City Hall	201 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	Curbside	Cassette	No amenities. Replace cassette with new signage affixed to existing pole location
28268	2015	Inbound	Harbor-Broadway	17	Anaheim Police Department	301-395 S Harbor Blvd, Anaheim, CA 92805	Anaheim	City Bus Stop	Cassette	Inbound. Sign attached to light pole. Bus shelter & benches. Replace cassette with new signage higher up on pole at existing location
28269	2016	Southbound	Medieval Feast Dinner & Tournament, Pirates Dinner Adventure	18	Medieval Feast Dinner & Tournament, Pirates Dinner Adventure	2085 S Harbor Blvd, Buena Park, CA 92620	Buena Park	City Bus Stop	Cassette	No amenities
52016	2017	Northbound	Harbor-OM3 Live	Contractor	M3 Live Anaheim Event Center	2232 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Private Property	NA	Used for Westin Contractor pickup/drop off
28270	2018	Eastbound	Midway-RV Park	6	Anaheim RV Park	200 W Midway Dr, Anaheim, CA 92805	Anaheim	Curbside	Wayline	Bus shelter, benches and TVM. If possible per property owner, replace pedestal with new signage attached to beige support posts
28271	2019	Eastbound	Katella-Harbor	7	Anaheim Islander Inn & Suites	424 W Katella Ave, Anaheim, CA 92802	Anaheim	Curbside	Pedestal	No amenities. Replace pedestal with new signage attached to nearby pole
28272	2020	Northbound	Clementine-Disney Way	7	La Quinta Inn & Suites Anaheim	1752 Clementine St, Anaheim, CA 92802	Anaheim	Curbside	Pedestal	No amenities. Replace cassette with new signage attached to existing pedestal
28273	2021	Northbound	Clementine-Disney Way	7	Residence Inn by Marriott Anaheim Maingate	1700 S Clementine St, Anaheim, CA 92802	Anaheim	Curbside	Pedestal	Replace cassette with new signage attached to existing pedestal or attached to tree behind bench.
28274	2022	Southbound	The Outlets at Orange	16	The Outlets at Orange	20 City Blvd, Orange, CA 92868	Orange	Curbside	Cassette	No amenities. Could replace cassette with new signage affixed to fire lane pole
28275	2023	Westbound	The City-Best Western Plus	16	Best Western Plus Meridian Inn	720 The City Dr S, Orange, CA 92868	Orange	Porte Co-Chère	Pedestal	Covered and benches; could replace cassette with new signage on existing pedestal or install pedestal in dirt behind bench
28276	2024	Northbound	Katella-Ayres Hotel Anaheim	15	Ayres Hotel Anaheim	2550 E Katella Ave, Anaheim, CA 92806	Anaheim	Porte Co-Chère	Pedestal	Property benches, covered area.
28277	2025	Westbound	Garden Grove-Holiday Inn Express	16	Holiday Inn Express & Suites	12867 Garden Grove Blvd, Garden Grove, CA	Garden Grove	Porte Co-Chère	Pedestal	Shelter and bench; could add new signage to existing pedestal or install pole in soil next to benches?
28278	2026	Westbound	Main Place Mall	16	Mainplace Mall	2800 N Main St, Santa Ana, CA 92705	Santa Ana	Curbside	NA	No amenities.
28279	2027	Southbound	Main-Santiago	16	Discovery Cube Orange County	2500 N Main St, Santa Ana, CA 92705	Santa Ana	Curbside	NA	No amenities.
28280	2028	Southbound	Main-20th	16	Bowers Museum	2002 N Main St, Santa Ana, CA 92706	Santa Ana	City Bus Stop	NA	Benches.
28281	2029	Eastbound	4th-Spurgene	16	Downtown Santa Ana, 4th-Spurgene	3001 E 4th St, Santa Ana, CA 92701	Santa Ana	Curbside	NA	No amenities.
28282	2030	Northbound	Broadway-2nd	16	Downtown Santa Ana, 2nd Street-Broadway	301 N Broadway, Santa Ana, CA 92701	Santa Ana	Curbside	NA	No amenities.
46872	2031	Southbound	Gardenwalk Transportation Center	16	Gardenwalk Transportation Center, Anaheim Gardenwalk	400 Disney Way, Anaheim, CA 92802	Anaheim	Transportation Center	Sunrise LED	Benches. Could replace cassette with new signage on existing pedestal
28283	2032	Northbound	Clementine-Alo	TBD	Element Hotel, Country Inn & Suites	1624 S Clementine St, Anaheim, CA 92802	Anaheim	Curbside	Sunrise LED	
28284	2033	Northbound	Anaheim-Katella	TBD	Cambridge Hotel & Suites Anaheim	101 E Katella Ave, Anaheim, CA 92802	Anaheim	City Bus Stop	Sunrise LED	
28285	2034	Eastbound	Katella-Clementine	TBD	Hampton Inn	100 W Katella Ave, Anaheim, CA 92802	Anaheim	City Bus Stop	Sunrise LED	
28283	3001	Northbound	Harbor-Chapman	1, 2	Target	2370 S Harbor Blvd, Anaheim, CA 92802	Anaheim	City Bus Stop	Cassette	Attached to bus stop. Bus shelter and benches.
28284	3002	Northbound	Harbor-Wilken	1, 2	Days Inn by Wyndham Anaheim	2200 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Curbside	Cassette	Attached to light pole. No amenities.
28285	3003	Northbound	Harbor-Orangewood	1, 2	Best Western Plus Raffles Inn & Suites, Dolphins Cove Resort, Homewood Suites	2040 S Harbor Blvd, Anaheim, CA 92802	Anaheim	City Bus Stop	Sunrise LED	Attached to square bus stop. Bus shelter and bench.
28286	3004	Northbound	Harbor-Convention Way	1, 2, 3, 4, 5, 12, 16	Anaheim Convention Center	1900 S Harbor Blvd, Anaheim, CA 92802	Anaheim	City Bus Stop	LCD	Bus shelter and bench.
28287	3005	Northbound	Harbor-Katella	3	Red Lion	1850 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Curbside	Cassette	Attached to resort pole. No amenities.
28288	3006	Northbound	Anaheim-Ball	10	Walmart Neighborhood Market	1120 S Anaheim, Anaheim, CA 92805	Anaheim	Curbside	Pedestal	No amenities. Two poles available for potential cassette and/or sign (may need permission from property owner)
28289	3007	Northbound	Anaheim-Santa Ana	10	Anaheim Packing District	440 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	City Bus Stop	Wayline	Could add new signage to existing pole
28290	3008	Northbound	Walnut-Ball	11	Holiday Inn Hotel & Suites	1240 S Walnut Ave, Anaheim, CA 92802	Anaheim	Curbside	Wayline	Shelter and benches.
28291	3009	Northbound	Harbor-Katella	1, 2, 18	Castle Inn & Suites	1770 S Harbor Blvd, Anaheim, CA 92802	Anaheim	City Bus Stop	LCD	Bus shelter
28292	3010	Outbound	Anaheim-Center	17	Anaheim City Hall	200 S Anaheim Blvd #217, Anaheim, CA 92805	Anaheim	City Bus Stop	Cassette	Bus shelter, bench; replace cassette with new signage at existing location or on light pole closer to bench
28293	3011	Westbound	Manchester-Harbor	7	Howard Johnson Anaheim Hotel	1380 S Harbor Blvd, Anaheim, CA 92802	Anaheim	City Bus Stop	Pedestal	4 Benches. Replace pedestal with new signage attached to nearby pole under OCTA sign.
48266	3012	Northbound	Harbor-Disney	1, 2	Grand Legacy At The Park	1650 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Curbside	Cassette	ART stop added on 04/01/2017 - VJ
28294	3013	Southbound	Anaheim-Katella	6	Peacock Suites	1745 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	Curbside	Wayline	Benches (2). Replace cassette with new signage at existing location
28295	3014	Southbound	Zeyn-Katella	8	NorthMark Anaheim	201 W Katella Ave, Anaheim, CA 92802	Anaheim	Curbside	Cassette	Replace cassette with new signage at existing location
28296	3015	Westbound	Katella-Clementine	8, 15	Anaheim GardenWalk Cheesecake Factory	321 W Katella Ave, Anaheim, CA 92802	Anaheim	City Bus Stop	LCD	Bus shelter and bench. Replace cassette with new signage attached to existing resort pole
35591	3016	Southbound	Zeyn-Disney	8	Motel 6 Anaheim Maingate	100 Disney Way, Anaheim, CA 92802	Anaheim	Curbside	Cassette	No amenities. Replace cassette with new signage at existing location
28298	3017	Northbound	Douglas-Cerritos	10	ARENA Corporate Building	1500 S Douglass Rd, Anaheim, CA 92806	Anaheim	Curbside	Inactive	No amenities
28299	3018	Northbound	Douglas-Katella	10	Hond Center	2605 E Katella Ave, Anaheim, CA 92806	Anaheim	Curbside	Inactive	No amenities
51924	3019	Westbound	Broadway-Clementine	10	United States Postal Service	333 W Broadway, Anaheim, CA 92815	Anaheim	Curbside	Pedestal	No amenities
28300	3020	Westbound	Broadway-Anaheim	10	Muzeo Museum and Cultural Center	241 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	Curbside	TBD	No amenities
28300	4001	Westbound	Katella-Harbor	9	Desert Palms	631 W Katella Ave, Anaheim, CA 92802	Anaheim	City Bus Stop	Sunrise LED	Bus shelter and bench
28301	4002	Eastbound	Ball-Harbor	10	America Best Value Astoria Inn, Hotel #14 Anaheim	426 W Ball Rd, Anaheim, CA 92805	Anaheim	City Bus Stop	Cassette	Could replace cassette with signage on existing pole or add sign
28302	4003	Eastbound	Ball-Walnut	11	Springhill Suites by Marriott Anaheim Maingate	1160 W Ball Rd, Anaheim, CA 92802	Anaheim	City Bus Stop	Cassette	Benches
28303	4004	Eastbound	Ball-Cast	11	Team Disney Anaheim, Disney Casting Center	700 W Ball Rd, Anaheim, CA 92802	Anaheim	City Bus Stop	Cassette	Bus shelter and bench. Room to add new signage to existing resort pole
28304	4005	Southbound	Harbor-Four Points	11	Four Points Sheraton	1221 S Harbor Blvd, Anaheim, CA 92805	Anaheim	Private Property	Sunrise LED	Benches
50779	4006	Eastbound	Ball-West Place	11	Staybridge Suites	1050 W Ball Rd, Anaheim, CA 92802	Anaheim	City Bus Stop	Sunrise LED	Benches. Could add cassette and/or new signage to existing resort pole
28305	4007	Inbound	La Palma-Auriant	17	Palermo Permanente Medical Center	1460 E La Palma Ave, Anaheim, CA 92806	Anaheim	City Bus Stop	Pedestal	NA
28306	4008	Inbound	La Palma-State College	17	La Palma-State College	1001 N State College Blvd, Anaheim, CA 92806	Anaheim	City Bus Stop	Cassette	Benches. Replace cassette with new signage at existing location

Future Locations

ART Bus Stop Inventory

Record #	Bus Stop #	Direction	Bus Stop Name	Buses	Properties Served	Address	City	Bus Stop Type	Signage	Description
28307	4009	Outbound	Vermont-Olive	17	Maintenance Facility	405 E Vermont Ave, Anaheim, CA 92805	Anaheim	Curbside	Cassette	AKA Olive Street No amenities
28308	4010	Outbound	Harbor-Santa Ana	17	Anaheim Police Department	430 S Harbor Blvd, Anaheim, CA 92805	Anaheim	City Bus Stop	Cassette	Benches
28318	4011	Outbound	La Palma-Grove	17	Kaiser Permanente Medical Center	3460 E La Palma Ave, Anaheim, CA 92806	Anaheim	City Bus Stop	Cassette	Outbound No amenities.
28314	4012	Westbound	La Palma-Anaheim Canyon Station	17	Anaheim Canyon Metrolink Station	1039 N Pacific Center Dr, Anaheim, CA 92806	Anaheim	City Bus Stop	Cassette	No amenities.
28319	4013	Westbound	Katella-Harbor	6	America's Best Value Inn and Suites	425 W Katella Ave, Anaheim, CA 92802	Anaheim	Curbside	Pedestal	No amenities. Replace cassette with new signage attached to existing pedestal or attach to palm tree?
28329	4014	Westbound	Katella-Harbor	6	Wyndham Garden Anaheim	515 W Katella Ave, Anaheim, CA 92802	Anaheim	Curbside	Waysign	No amenities. *Name change from Ramada Plaza to Wyndham Garden Anaheim on 04/07/18 (VJ). Replace cassette with new signage at existing
28320	4016	Westbound	Chapman-ALD Hotel	14	ALD Hotel & Ayres Inn Orange	200 N The City Dr, Orange, CA 92668	Orange	Porte Co-Chère	Pedestal	Hotel Cover & Benches
28316	4017	Eastbound	Katella-State College	14	Platinum Triangle	1810 S State College Blvd, Anaheim, CA 92806	Anaheim	City Bus Stop	Inactive	Bus shelter and bench
46873	4018	Outbound	La Palma-Shepard	17	Orange County Social Service	3320 E La Palma Ave, Anaheim, CA 92806	Anaheim	City Bus Stop	Cassette	No amenities
46874	4019	Inbound	La Palma-Shepard	17	Orange County Social Service	3521 E La Palma Ave, Anaheim, CA 92806	Anaheim	Curbside	Cassette	Bus shelter and bench
46875	4020	Eastbound	State College-TownePlace	15	TownePlace Suites	1730 S State College Blvd, Anaheim, CA 92806	Anaheim	Curbside	Pedestal	No amenities.
46876	4021	Inbound	La Palma-Ocean	17	Styles For Less Headquarters	3375 E La Palma Ave, Anaheim, CA 92806	Anaheim	City Bus Stop	Cassette	Benches
46877	4022	Outbound	La Palma-Miller	17	Styles For Less Headquarters	3400 E La Palma Ave, Anaheim, CA 92806	Anaheim	City Bus Stop	Cassette	Benches
28330	5001	Eastbound	Katella-Casa Vista	9	Best Western Pavillions	1175 W Katella Ave, Anaheim, CA 92802	Anaheim	City Bus Stop	Sunrise LED	Bus shelter and bench
28321	5002	Eastbound	Katella-West	9	Best Western Stovalls Inn	1110 W Katella Ave, Anaheim, CA 92802	Anaheim	Curbside	Pedestal	No amenities.
28331	5003	Eastbound	Katella-West	9	Tiffany's, Westin Anaheim Resort	1030 W Katella Ave, Anaheim, CA 92802	Anaheim	City Bus Stop	Cassette	Westin Hotel coming soon. Bus shelter and bench
28332	5004	Eastbound	Katella-Convention Center	9	Anaheim Convention Center Arena	800 W Katella Ave, Anaheim, CA 92802	Anaheim	City Bus Stop	Cassette	Bus shelter and bench.
28322	5005	Westbound	Center Street-Lemon	10	Center Street Promenade, Good Food	200 W Center Street Promenade, Anaheim, CA 92805	Anaheim	Curbside	Sunrise LED	Could use either of two existing light poles near the stop for new signage.
46878	5006	Northbound	Anaheim-Vermont	10	Anaheim White House	887 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	City Bus Stop	Cassette	Could move cassette to OCTA pole (see photo) and/or add signage
50782	5007	Southbound	Anaheim-Santa Ana		Anaheim Packing District	505 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	City Bus Stop	Inactive	Southbound, Anaheim Colony Historic
50783	5008	Southbound	Anaheim-Midway Manor		887 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	Curbside	Inactive	Anaheim-Midway Manor	
28309	5011	Inbound	Vermont-Melrose	17	Maintenance Facility	955 S Melrose St, Anaheim, CA 92805	Anaheim	Curbside	Cassette	Inbound, aka Olive Street. No amenities
28327	5012	Outbound	La Palma-State College	17	La Palma-State College	2000 E La Palma Ave, Anaheim, CA 92806	Anaheim	City Bus Stop	Cassette	Bus shelter, bench. Replace cassette with new signage at existing location
28315	5013	Northbound	Gilbert-Crescent	18	Dad Miller Golf Course	430 N Gilbert St, Anaheim, CA 92806	Anaheim	Curbside	Cassette	Attached to "No parking" sign. No amenities.
28310	5015	Eastbound	Lincoln-Euclid	18	WISS Shoe Store	1680 W Lincoln Ave, Anaheim, CA 92801	Anaheim	City Bus Stop	Cassette	Attached to square bus stop sign. Benches
28333	5016	Eastbound	Manchester-Harbor	8	Courtyard by Marriott Anaheim Theme Park Entrance, Holiday Inn Express	1420 S Harbor Blvd, Anaheim, CA 92802	Anaheim	Curbside	Waysign	No amenities. Replace cassette with new signage attached to existing resort pole
28323	5017	Westbound	State College-Embassy Suites	Special Events	Embassy Suites (Orange)	400 N State College Blvd, Orange, CA 92668	Orange	Porte Co-Chère	Pedestal	Benches
28324	5018	Westbound	Katella-State College	15	Platinum Triangle	2005 E Katella Ave, Anaheim, CA 92806	Anaheim	City Bus Stop	Pedestal	Bus shelter and bench
28325	5019	Northbound	Frontiera-Embassy Suites	15	Embassy Suites by Hilton Anaheim North	3100 E Frontiera St, Anaheim, CA 92806	Anaheim	Porte Co-Chère	Pedestal	Benches
28326	6000	Westbound	ARTIC-Bay 12/13	21	ARTIC Anaheim	2626 E Katella Ave, Anaheim, CA 92806	Anaheim	Transportation Center	Digital	Bus shelter and bench.
28317	6001	Northbound	Bear-South Coast	22	South Coast Plaza	3333 Bristol St, Costa Mesa, CA 92626	Costa Mesa	Curbside	Cassette	Benches
28334	6002	Northbound	Superior-17th	22	Ramada Inn & Suites	1880 Superior Ave, Costa Mesa, CA 92627	Costa Mesa	Curbside	A-Frame	No amenities
28335	6003	Northbound	Newport-21st	22	Holiday Inn Express	2070 Newport Blvd, Costa Mesa, CA 92627	Costa Mesa	Curbside	A-Frame	No amenities
28336	6004	Northbound	Newport-Santa Isabel	22	BLVD Hotel	2430 Newport Blvd, Costa Mesa, CA 92627	Costa Mesa	Curbside	A-Frame	No amenities
28337	6005	Northbound	Newport-Mesa	22	Best Western Plus Newport Mesa Inn	2642 Newport Blvd, Costa Mesa, CA 92627	Costa Mesa	Curbside	A-Frame	No amenities
28311	6006	Eastbound	Bristol-Santa Ana	22	Ayres Inn & Suites Costa Mesa	355 Bristol St, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	Bus shelter and bench.
28312	6007	Eastbound	Baker-Bear	22	Residence Inn by Marriott Costa Mesa	889 Baker St, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	Bus shelter & Bench
28313	6008	Northbound	Bristol-Paularino	22	Hilton Costa Mesa	3050 Bristol St, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	Attached to OCTA stop. Bus shelter & bench.
28338	6009	Westbound	Anton-Mariott	22	Costa Mesa Marriott	500 Anton Blvd, Costa Mesa, CA 92626	Costa Mesa	Curbside	A-Frame	No amenities.
28339	6010	Northbound	Avenue of the Arts-Anton	22	Avenue of the Arts Costa Mesa, Wyndham Orange County	3350 Avenue of the Arts, Costa Mesa, CA 92626	Costa Mesa	Curbside	A-Frame	No amenities.
28340	6011	Eastbound	Anton-Westin	22	The Westin South Coast Plaza	686 Anton Blvd, Costa Mesa, CA 92626	Costa Mesa	Curbside	A-Frame	No amenities.
28341	6012	Southbound	Harbor-Chapman		Residence Inn Garden Grove	13931 Harbor Blvd, Garden Grove, CA 92840	Garden Grove	Curbside	A-Frame	Bus shelter and bench.
47152	6013	Northbound	Transit Plaza-Car Park 4		Car Park 4	1073 Transit Plaza, Anaheim, CA 92805	Anaheim	Transportation Center	A-Frame	No Amenities. Parking Structure
48267	6014	Westbound	Anton-Park Center	22	The Westin South Coast Plaza	686 Anton Blvd, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	No amenities. Benches only. ART stop added 04/01/2017 -VJ
48268	6015	Eastbound	Anton-Sakloka	22	The MET	535 Anton Blvd, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	No amenities. ART stop added 04/01/2017 - VJ
48269	6016	Southbound	Sunflower-Park Center	22	Segetrom Center for the Arts	600 Town Center Dr, Costa Mesa, CA 92626	Costa Mesa	Curbside	Cassette	No amenities. Stop added 04/01/2017 -VJ
47163	6017	Southbound	Chapman-Homewood	Special Line 1	Homewood Suites by Hilton	12005 Harbor Blvd, Garden Grove, CA 92840	Garden Grove	Curbside	A-Frame	No amenities.
47164	6018	Southbound	Harbor-Delta	Special Line 1	Delta Hotels by Marriott Anaheim Garden Grove	12021 S Harbor Blvd, Garden Grove, CA 92840	Garden Grove	Curbside	A-Frame	Benches. Stop is serviced during special events.
47165	6019	Southbound	Harbor-Embassy	Special Line 2	Embassy Suites by Hilton Anaheim South	11767 S Harbor Blvd, Garden Grove, CA 92840	Garden Grove	Curbside	A-Frame	Benches. Stop is serviced during special events.
47179	6020	Southbound	Gene Autry-Anaheim Stadium	Anaheim Stadium	Natural Producers, NAMM, special events	2000 E Gene Autry Way, Anaheim, CA 92806	Anaheim	Curbside	A-Frame	Namm Show
47180	6021	Northbound	Disney-Katella Portal	Anaheim Stadium	Anaheim Convention Center, Convention Center Arena	Disney Way, Anaheim, CA 92802	Anaheim	Curbside	A-Frame	Namm Show
48252	6022	Northbound	Transit Plaza-West	20	Transit Plaza South	871 Transit Plaza, Anaheim, CA 92802	Anaheim	Transportation Center	A-Frame	Convention Center Special Events
48250	6023	Westbound	Transit Plaza-North	20	Transit Plaza North	871 Transit Plaza, Anaheim, CA 92802	Anaheim	Curbside	A-Frame	Convention Center Special Events
48252	6024	Northbound	Clementine-Country Inn	7	Country Inn & Suites by Carlson	1640 S Clementine St, Anaheim, CA 92802	Anaheim	Curbside	Pedestal	No amenities. Replace cassette with new signage attached to existing pedestal. Could add benches
48286	6025	Southbound	Bristol-Hotel		Grove Plaza	3131 Bristol St, Costa Mesa, CA 92626	Costa Mesa	Curbside	A-Frame	No amenities.
48287	6026	Southbound	Bristol-Paularino		Bristol-Paularino	3045 Bristol St, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	Bench area.
48288	6027	Southbound	Bristol-Randolph		The Camp/The Lab	2995 Bristol St, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	Bench area.
48289	6028	Northbound	Randolph-Bristol		Bristol-Randolph	2917 Bristol St, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	Bench area.
48290	6029	Eastbound	Anton-Bristol		Anton-Bristol	699 Anton Blvd, Costa Mesa, CA 92626	Costa Mesa	Curbside	Cassette	No amenities.
48291	6030	Eastbound	Anton-Enclave		Anton-Enclave	499 Anton Blvd, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	No amenities.
48292	6031	Southbound	Bristol-Town Center		South Coast Plaza - Bristol	3399 Bristol St, Costa Mesa, CA 92626	Costa Mesa	City Bus Stop	Cassette	Bus shelter and bench

Future Locations

FRAN Bus Stops

Bus Stop ID	Bus Stop Name	Direction	Address	Community/City	Buses	Properties Served	Bus Stop Type	Signage Type	Description
135	The Circle	East	399-351 W Center Street Promenade	Anaheim	FRAN	BARN, CP7, Anaheim ICE, Harbor Lofts, RARE...	Curbside	FRAN Sign	FRAN Stop #1
136	Broadway-Lemon	West	181 W Broadway, Anaheim, CA 92805	Anaheim	FRAN	CP4, GOOD FOOD, St. Joseph, Disney Travel	Curbside	FRAN Sign	Temp FRAN Stop #2
137	Carnegie Plaza	East	234 S Lemon St, Anaheim, CA 92805	Anaheim	FRAN	CP3, Ctr St, Anaheim West Tower, Muzeo	Curbside	FRAN Sign	FRAN Stop #3
138	Kraemer	West	235 E Center St, Anaheim, CA 92805	Anaheim	FRAN	Kraemer Building, CP2, Community Center	Curbside	FRAN Sign	FRAN Stop #4
139	City Hall	South	200 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	FRAN	City Hall, CP1, River Arena	Curbside	FRAN Sign	FRAN Stop #5
140	Electrica	North	326 S Lemon St, Anaheim, CA 92805	Anaheim	FRAN	Electrica, Little People's Park	Curbside	FRAN Sign	Future Stop - FRAN Stop #6
141	Farmer's Park	North	338 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	FRAN	Packard Building, Farmer's Park, Greenhouse...	Curbside	FRAN Sign	FRAN Stop #7
142	Packing House	South	440 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	FRAN	Anaheim Packing District	Curbside	FRAN Sign	FRAN Stop #8
143	MAKE	East	500 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	FRAN	MAKE, Unsung Brewing Company, Jav's Bar-B-Q	Curbside	FRAN Sign	FRAN Stop #9
144	Leisuretown	West	549 S Anaheim Blvd, Anaheim, CA 92805	Anaheim	FRAN	Leisuretown, Tony's Deli	Curbside	FRAN Sign	Future Stop - FRAN Stop #10
3019	Broadway-Clementine	West	333 W Broadway, Anaheim, CA 92805	Anaheim	10, FRAN	United States Postal Service	Curbside	Pedestal	Temp FRAN Stop #1 (The Circle Stop)No amenities
5005	Center Street-Lemon	West	200 W Center Street Promenade, Anaheim, CA 92805	Anaheim	10, FRAN	Center Street Promenade, Good Food, St. Joseph...	Curbside		FRAN Stop #2