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April 9, 2015

VIA E-MAIL

MTC Planning Committee and ABAG Administrative Committee
101 8th Street
Oakland, CA 94607

Re: April 10 Joint Hearing Item 6: Plan Bay Area Forecast and Modeling Approach

Dear Committee Members:

On behalf of BIA Bay Area, I write to express its concern that the staff report for Agenda Item 6, Plan Bay Area Forecast and Modeling Approach, does not refer to MTC and ABAG's obligations under the settlement agreement entered into between the agencies and BIA Bay Area to resolve the litigation in the matter *Building Industry Association Bay Area v. Association of Bay Area Governments, et al.* (Alameda County Superior Court Case No. RG13692098) (the "Settlement Agreement"). I have attached a copy of the Settlement Agreement to this letter for your convenient reference.

The Settlement Agreement directly pertains to the "forecast and modeling" efforts described in the staff reports for Item 6. In particular, the Settlement Agreement requires the 2017 update of Plan Bay Area to set forth a "development pattern that includes the Regional Housing Control Total." (Settlement Agreement § 6.a.) "Region Housing Control Total," in turn, is defined as "***the regional housing demand over the course of the planning period*** of the Regional Transportation Plan pursuant to Government Code section 65080, subdivision (b)(2)(B)(ii). (Settlement Agreement, p.2) The Settlement Agreement also provides that "the Regional Housing Control Total...***shall have no increase in in-commuters over the baseline year for the SCS, and shall not be based on historical housing production.***" (Settlement Agreement, §6.a) Finally, the Settlement Agreement explains that "The intent of this Agreement is to ensure that the Regional Housing Control Total adopted as part of the SCS ***provides housing opportunities within the region to those employees projected to work within the region during the course of the planning period.***" (Settlement Agreement, §5)

It may be the case that staff is aware of these obligations and intends to comply with them. However, due to the lack of any reference to these obligations in the staff report, we wanted to alert staff, your committees, and the members of the technical advisory committee, of the terms of the Settlement Agreement. BIA's concern over this omission is amplified by the fact that not only is there nothing in either of the two staff presentations informing the committees that ABAG and MTC have legally committed to the Settlement Agreement, with its requirements directly relating to Item 6, but also the absence of any discussion of how the proposed method of arriving at

the Regional Housing Control Total differs from the manner in which that figure was arrived at for Plan Bay Area 1.0, and that is at the heart of the agencies' obligations in the Settlement Agreement.

Sincerely,

Andrew B. Sabey

AS/chc

Encl.

Cc: Steve Heminger
Ezra Rapport
Members of the ABAG Regional Forecast TAC

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