

Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority (SAVSA)

700 H Street, Suite 1450 • Sacramento, California • 95814 (Board of Directors may participate via teleconference)

THURSDAY APRIL 7, 2022 1:30 PM

- Members: Rich Desmond (Vice Chair), Sue Frost, Eric Guerra, Jeff Harris, Patrick Kennedy, Mike Kozlowski, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Phil Serna, Bobbie Singh-Allen (Chair), Kevin Spease, Donald Terry, Katie Valenzuela, Mai Vang
- Alternates: Nick Avdis, Porsche Middleton, Shawn Farmer, Siri Pulipati, Rosario Rodriguez, Darren Suen

The Governing Boards of the Sacramento Transportation Authority (STA) and the Sacramento Abandoned Vehicle Service Authority (SAVSA) meet concurrently.

PUBLIC COMMENT PROCEDURES

In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), this meeting is live stream and closed to inperson public attendance. Meeting procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-toperson contact.

Live Meeting comment

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Written comment

- Send an email comment to <u>BoardClerk@saccounty.net</u>. Include meeting date and agenda item number or off-agenda item. Contact information is optional.
- Mail a comment to 700 H Street, Suite 2450, Sacramento, CA 95814. Include meeting date and agenda item number or off-agenda item. Contact information is optional.
- Written comments are distributed to members, filed in the record, and will not be read aloud.

VIEW MEETING

The meeting is videotaped and cablecast live on Metrocable 14 on the Comcast, Consolidated Communications and AT&T U-Verse Systems. It is closed captioned for hearing impaired viewers and webcast live at http://metro14live.saccounty.gov. There will be a rebroadcast of this meeting on Sunday at 2:00 p.m. A DVD copy is available for checkout through the County Library System seven to ten days following the meeting.

MEETING MATERIAL

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ACCOMMODATIONS

Requests for accommodations pursuant to the Americans with Disabilities Act (ADA) should be made with the Clerk's Office by telephone at (916) 874-5411 (voice) and CA Relay Services 711 (for the hearing impaired) or <u>BoardClerk@saccounty.net</u> prior to the meeting.

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CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

COMMENT ITEMS

- 1. Comments From The Public Regarding Matters Not On The Agenda
- 2. Executive Director's Report Sabrina Drago

CONSENT ITEMS

| 3. | Approve Action Summary: March 10, 2022 | | | |
|----------------|--------------------------------------------------------------------------------------------------------------|---------------|--|--|
| | STA Governing Board Meeting | Jennifer Doll | | |
| 4. | Approve A Resolution Extending Assembly Bill No. 361 \triangleleft | Sabrina Drago | | |
| 5. | Approve Capital Allocation Contract Extensions ◀ | Timothy Jones | | |
| SEPARATE ITEMS | | | | |
| 6. | Selection Of Consultant To Perform An Update Of The Nexus Study For The Sacramento Countywide | | | |
| | Transportation Mitigation Fee Program (SCTMFP) \blacktriangleleft | Timothy Jones | | |
| 7. | Sacramento Abandoned Vehicle Abatement Program— Renewal And Outreach Update | Jennifer Doll | | |
| | Renewal And Oddreach Opdate | Jennie Don | | |
| 8. | Authorize Letter Of Support For Sacramento County and Regional Transit's Federal RAISE Grant Application For | | | |
| | The US 50 Gold Line Corridor Enhancement Project < | Sabrina Drago | | |
| 9. | Comments Of Authority Members | All | | |

Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority

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CLOSED SESSION

| 10. California Government Code Sec. 54956.9(4)(d) CONFERENCE WITH LEGAL COUNSEL | William Burke |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| | |
| Title: Anticipated Litigation (One Potential Case) | |
| California Government Code Sec. 54957.1(b) STA PERSONNEL MATTERS Title: Employee Performance Evaluation | Sabrina Drago |

◄ Denotes items that require Board action

.

Staff reports and associated materials are available online at *www.sacta.org*. For assistance with agenda packets, please contact STA at (916) 323-0080 or *info@sacta.org*. For questions regarding the agenda or any item on the agenda, please contact Sabrina Drago at (916) 323-0080 or *sabrina@sacta.org*.

Sacramento Transportation Authority



GOVERNING BOARD

APRIL 7, 2022



EXECUTIVE DIRECTOR'S REPORT

Action Requested: Receive and File

Key Staff: Sabrina Drago, Executive Director

Return to In Person

With the updates to the statewide mandates regarding in-person meetings, STA is looking to resume meetings in the Sacramento County Chambers in May. As of now, we can still offer a virtual option.

Capital Improvement Program

Staff has been working closely with the five remaining CIP agencies to update the Capital Program with updated projected and actual revenues. The allocations are all updated and will be presented during the May Board meeting.

Local Partnership Program (LPP)

The California Transportation Commission (CTC) has issued Draft Guidelines for the 2022 Local Partnership Competitive and Formulaic Programs. The language will be presented at the CTC Commission Meeting in June and is subject to approval. However, in the meantime, staff and members of the Professional Advisory Group are reviewing the language and are drafting a document for Board approval as the Authority works through the project application process.

Fiscal Year 2022-2023 Budget Update

Staff are actively working on creating the Fiscal Year 2022-2023 Budget and will present a Draft to the Governing Board at the May Board Meeting.

Cyber-Security

Considering the continued news about potential cyber-attacks, staff have brought on an IT consultant who is actively working on updating our networks, fire walls and general cyber-security to prevent any ill events happening inside the Authority.

Refinancing of Debt

Staff are engaged with our financing partners to potentially refinance our debt from bonding. Interest rates are favorable for this type of debt and staff is proactively working on ways to reduce the financial burden of the Authority.

Development Fee Update

Staff have been actively engaging with a working group to review the current classifications for the Sacramento County Transportation Mitigation Fee Program and have come to the consensus that exemptions should be instated for Additional Dwelling Units (ADU's) and a revised methodology for calculating the fees for day care facilities and charter schools should be considered. The formalized report is on hold pending the Nexus Study which is up for consideration to the Board today.

Measure C Update

Measure C, the proposed ballot measure to extend the Abandoned Vehicle Abatement Program, has been finalized. The Elections Office has accepted the language, the deadline to submit an argument either for or against was March 15, without any submissions. The Education and Outreach continues and Jennifer Doll will update the specifics on that a bit later on the agenda, but other than that, our next major milestone is election day on June 7, 2022.





GOVERNING BOARD

APRIL 7, 2022



APPROVE ACTION SUMMARY: MARCH 10, 2022 STA GOVERNING BOARD MEETING

Action Requested:ApproveKey Staff:Jennifer Doll, Special Programs Manager

Recommendation

Approve the attached Action Summary of the March 10, 2022 meeting of the STA Governing Board.

Attachment



ACTION SUMMARY SACRAMENTO TRANSPORTATION AUTHORITY SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY VIA TELECONFERENCE 700 "H" STREET - SUITE 1450 SACRAMENTO, CALIFORNIA 95814

THURSDAY

MARCH 10, 2022

1:30 PM

Members: Rich Desmond (Vice Chair), Sue Frost, Eric Guerra, Jeff Harris, Patrick Kennedy, Mike Kozlowski, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Phil Serna, Bobbie Singh-Allen (Chair), Kevin Spease, Donald Terry, Katie Valenzuela, Mai Vang

(Members Guerra, Harris, Kennedy and Terry were not present)

Alternates: Nick Avdis, Porsche Middleton, Shawn Farmer, Siri Pulipati, Rosario Rodriguez, Darren Suen

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CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

COMMENT ITEMS

1. Comments From The Public Regarding Matters Not On The Agenda

1:34 PM Board Action: No public comments were made.

2. Executive Director's Report

1:35 PM Board Action: Executive Director Sabrina Drago provided an update regarding returning to in-person meetings in the spring, the proposed transportation initiative which is being reviewed by staff for potential impacts, the Capital Improvement Program target allocations based on projected revenue and estimates that will be brought to the Board for approval in the spring, the Local Partnership Program including STA eligiblity status and antipated project policy and program award release dates, and the STA website and Logo update anticipated to be presented to the Board in the first quater of Fiscal Year 2022.

CONSENT ITEMS

1:38 PM Board Action: Katie Valenzuela/ Rich Desmond - Approved the Consent Matters, Items 3 through 8, as recommended.

AYES: Rich Desmond, Sue Frost, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Phil Serna, Bobbie Singh-Allen, Kevin Spease, Katie Valenzuela, Mai Vang, Mike Kozlowski NOES: (None) ABSTAIN: (None) ABSENT: Eric Guerra, Jeff Harris, Patrick Kennedy, Donald Terry RECUSAL:(None) (PER POLITICAL REFORM ACT (§ 18702.5.))

3. Approve Action Summary: January 11, 2022 STA Governing Board Meeting

1:38 PM Board Action: Approved as recommended.

4. Approve A Resolution Extending Assembly Bill No. 361

1:38 PM Board Action: Approved by Resolution No. STA 22-0003.

5. Sacramento Abandoned Vehicle Abatement Program— 2nd Quarter Fiscal Year 2022

1:38 PM Board Action: Received and filed the report.

6. Annual Adjustment To The Sacramento County Transportation Mitigation Fee Program (SCTMFP) Rates

1:38 PM Board Action: Approved as recommended.

7. Budget To Actuals Reports—2nd Quarter Fiscal Year 2022

1:38 PM Board Action: Received and filed the report.

8. Capital Status Reports—2nd Quarter Fiscal Year 2022

1:38 PM Board Action: Received and filed the report.

SEPARATE ITEMS

9. Refunding The 2012 Series Fixed Rate Bonds Informational Presentation Contract With Nossaman For Disclosure Services Contract With Orrick for Bond Legal Counsel

1:39 PM Board Action: Sue Frost/ Mike Kozlowski – Presentation was made by Managing Director, Peter Shellenberger of PFM financial advisors. The Board directed staff and PFM Financial Advisors, LLC, to proceed with the proposed refunding of the 2012 series fixed rate bonds; authorized the Executive Director to execute a contract with Nossaman, LLP, for bond disclosure services and Orrick, Herrington, and Sutcliffe for bond legal services.

AYES: Rich Desmond, Sue Frost, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Phil Serna, Bobbie Singh-Allen, Kevin Spease, Katie Valenzuela, Mai Vang, Mike Kozlowski NOES: (None) ABSTAIN: (None) ABSENT: Eric Guerra, Jeff Harris, Patrick Kennedy, Donald Terry RECUSAL:(None) (PER POLITICAL REFORM ACT (§ 18702.5.))

10. Smart Growth Incentive Program (SGIP) Expenditure Contracts

2:09 PM Board Action: Don Nottoli/ Sue Frost - Approved four-year allocation and expenditure contracts totaling \$5.5 million from Smart Growth Incentive Program (SGIP) funds as a local match for Sacramento Area Council Of Government's Community Design Grant Program.

AYES: Rich Desmond, Sue Frost, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Phil Serna, Bobbie Singh-Allen, Kevin Spease, Katie Valenzuela, Mai Vang, Mike Kozlowski NOES: (None) ABSTAIN: (None) ABSENT: Eric Guerra, Jeff Harris, Patrick Kennedy, Donald Terry RECUSAL:(None) (PER POLITICAL REFORM ACT (§ 18702.5.))

11. Sacramento Abandoned Vehicle Abatement Program— Renewal Update

2:13 PM Board Action: Special Programs Manager Jennifer Doll provided an update regarding the efforts to work with members of the legislature to continue the Sacramento Abandoned Vehicle Service Authority (SAVSA) Program through legislative action and the exhaustion of all leads, the proposed SAVSA Program tax measure meeting the first approval requirement of a two-thirds vote by the Sacramento County Board of Supervisors and a majority of the cities which include the incorporated population within Sacramento County and finializing mandatory documents for a measure submission deadline of March 11, 2022. Ms. Doll also reported the approval of the contract for SAVSA public education and outreach in January 2022 and the best options for creating program awareness and education including a strategic timeline, messaging, media design and designated informational webpage.

12. Sacramento Abandoned Vehicle Abatement Program— Public Education And Outreach Status Report

2:16 PM Board Action: Andy Fields of FSB Public Affairs provided an overview of the SAVSA education and outreach plan with specfics of the first phase including splash web site creation, outdoor advertising and printed materials. Mr. Fields also presented a preview of phase two of the outreach plan including dates to remember.

13. Comments Of Authority Members

2:40 PM Board Action: No member comments were made.

Adjourned at 2:41 p.m.

Respectfully Submitted,

DORELLE JOHNSON, Deputy Clerk Sacramento Transportation Authority/ Sacramento Abandoned Vehicle Service Authority Sacramento Transportation Authority



GOVERNING BOARD

APRIL 7, 2022



APPROVE EXTENDING ASSEMBLY BILL NO. 361

| Action Requested: | Approve Staff Recommendations |
|-------------------|-----------------------------------|
| Key Staff: | Sabrina Drago, Executive Director |

Recommendations

Approve implementation of AB361 allowing virtual meetings for the 30-day period from April 7, 2022 through May 7, 2022.

Background

A series of executive orders, starting in March 2020 and the most recent expiring September 30, 2021, the Governor's office waived all physical-presence requirements under the Brown Act as a means of limiting the spread of COVID-19. On September 16, Governor Newsom signed into law AB 361, extending the authority of public agencies to conduct meetings by teleconference, including video conference, during the COVID-19 pandemic.

On September 28, 2021, Sacramento County Public Health Officer, Dr. Olivia Kasirye, issued a memorandum recommending utilizing teleconferencing for public meetings as a form of COVID-19 prevention.

Discussion

Every 30 days the STA Governing Board must reconsider the continuing need for virtual meetings. If a majority of the members of a legislative body do not adopt these findings, then traditional Brown Act rules apply.

Attachment(s)

SACRAMENTO TRANSPORTATION AUTHORITY

RESOLUTION NO.

RESOLUTION OF THE SACRAMENTO TRANSPORTATION AUTHORITY AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD THROUGH MAY 07, 2022 PURSUANT TO THE RALPH M. BROWN ACT

WHEREAS, all meetings of SACRAMENTO TRANSPORTATION AUTHORITY and its legislative bodies are open and public, as required by the Ralph M. Brown Act (California Government Code § 54950 et seq); and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists in California due to the threat of COVID-19, pursuant to the California Emergency Services Act (Government Code section 8625); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the Brown Act, provided certain requirements were met and followed; and,

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that allows a legislative body subject to the Brown Act to continue to meet without fully complying with the teleconferencing rules in the Brown Act provided the legislative body make certain findings; and

WHEREAS, as amended by AB 361, Government Code section 54953(e),

makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions and requirements; and

WHEREAS, a required condition of Government Code section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558(b); and

WHEREAS, a further required condition of Government Code section 54953(e) is that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body holds a meeting to determine or has determined by a majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, as of the date of this Resolution, the Proclamation of a State of Emergency remains in effect as neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(5)(D) specifically recommends physical (social) distancing as one of the measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and

WHEREAS, on September 28, 2021, the Sacramento County Public Health Officer Dr. Olivia Kasirye issued a Teleconference Recommendation which states that utilizing teleconference options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and other from COVID-19; and

WHEREAS, SACRAMENTO TRANSPORTATION AUTHORITY the has an interest in encouraging public participation in open and public meetings while protecting the health, safety and welfare of those who participate.

NOW, THEREFORE, BE IT RESOLVED, by the SACRAMENTO TRANSPORTATION AUTHORITY as follows:

1. State or Local Officials Have Imposed or Recommended Measures to Promote Social Distancing. SACRAMENTO TRANSPORTATION AUTHORITY hereby finds and proclaims that state and local officials have imposed or recommended measures to promote social (physical) distancing based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(5)(D) and Sacramento County Public Health Officer Dr. Olivia Kasirye's Teleconference Recommendation issued September 28, 2021.

2. Remote Teleconference Meetings. SACRAMENTO

TRANSPORTATION AUTHORITY and any of its legislative bodies are hereby authorized to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, and Staff are directed to take all actions necessary to carry out the intent and purpose of this Resolution.

3. **Effective Date.** This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 10, 2022 or (ii) such time the Authority adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which it and its legislative bodies may continue to teleconference without compliance with Section 54953(b)(3).

On a motion by [Director] _____, seconded by [Director]

_____, the foregoing Resolution was passed and adopted by the [Governing

Board of the Sacramento Transportation Authority, State of California this _____ day

of ______ 202_, by the following vote, to wit:

AYES: [Supervisors],

NOES: [Supervisors],

ABSENT: [Supervisors],

ABSTAIN: [Supervisors],

RECUSAL: [Supervisors], (PER POLITICAL REFORM ACT (§ 18702.5.)

> Chair of the Sacramento Transportation Authority, California

(SEAL)

ATTEST:

Clerk, Board of Supervisors

2194144

Sacramento Transportation Authority



GOVERNING BOARD

APRIL 7, 2022



MEASURE A CAPITAL PROJECT ALLOCATION & EXPENDITURE CONTRACT EXTENSIONS

Key Staff: Timothy Jones, Chief Financial Officer

Recommendation

- Authorize the Executive Director to extend the City of Citrus Heights Capital Project Allocation and Expenditure Contract to allow more time to expend Measure A funding.
- Authorize the Executive Director to extend Caltrans' Capital Project Allocation and Expenditure Contract for the US 50 HOV project to allow more time to expend Measure A funding.
- Authorize the Executive Director to extend Caltrans' Capital Project Allocation and Expenditure Contract for the I-5 HOV project to allow more time to expend Measure A funding and expand the scope of work.

Background Information

In May 2020, the STA executed a contract with the City of Citrus Heights in the amount of \$600,000 to fund ADA, pedestrian, bicycle, and transit improvements on Greenback Lane. The current contract will expire June 30, 2022.

In December 2017, the STA executed a contract with Caltrans in the amount of \$12.5 million for construction of US 50 HOV lanes between Watt Ave. and I-5 and for sound walls. The current contract will expire June 30, 2022.

Also, in December 2017, the STA executed a contract with Caltrans in the amount of \$30 million to construct I-5 HOV lanes from US 50 to Elk Grove Blvd., build sound walls, and rehabilitate existing pavement. The current contract will expire June 30, 2022.

Discussion

During the last two months, staff have been working with each agency remaining in the Capital Allocation Plan as approved by the Authority in October 2020. This effort led to a reasonable financing plan for each agency and project over the next five years given program cash constraints and regional and agency priorities. Based on those discussions, the following programming is recommended.

- The City of Citrus Heights needs additional time to spend the funds under its existing contract for the Greenback Lane project, of which \$600,000 remains to be spent. Staff recommends a contract extension through June 30, 2026.
- Caltrans needs additional time to spend the funds under its existing contract for the US 50 HOV project, of which \$9 million remains to be spent. Staff recommends a contract extension through June 30, 2026.
- Caltrans needs additional time to spend the funds under its existing contract for the I-5 HOV project, of which \$5.6 million remains to be spent. Caltrans also asks that the scope of work for this project be expanded to include the section of I-5 between US 50 and I-80. In doing so, this will allow any savings from the portion of work south of US 50 to be utilized in the section north of US 50. This additional phase is included in the Measure A Expenditure Plan approved by voters. Staff recommends a contract extension through June 30, 2026 and the expanded scope of work.

The execution of these contract extensions is necessary to carry out the planned capital program expenditures included in the Authority's upcoming FY 2022-23 budget.

Attachments

- Contract extensions
- Original contracts

NO COST EXTENSION OF THE MAY 14, 2020 CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT BETWEEN THE SACRAMENTO TRANSPORTATION AUTHORITY AND THE CITY OF CITRUS HEIGHTS REGARDING THE GREENBACK LANE/SUNRISE BLVD. PROJECT

THIS FIRST AMENDMENT TO SACRAMENTO TRANSPORTATION AUTHORITY NEW MEASURE A CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT is made and entered into this ______ day of ______, 2022, by and between the SACRAMENTO TRANSPORTATION AUTHORITY, a local transportation authority formed pursuant to the provisions of Public Utilities Code section 180000, et seq. (hereinafter referred to as "AUTHORITY"), and the CITY OF CITRUS HEIGHTS, a municipal corporation (hereinafter referred to as "ENTITY").

RECITALS

WHEREAS, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("Measure A Ordinance"); and

WHEREAS, the Measure A Ordinance includes the "Sacramento County Transportation Expenditure Plan 2009–2039" ("Expenditure Plan"); and

WHEREAS, the Expenditure Plan includes the following capital improvement project: Greenback Lane I-80 to Folsom/Auburn Road ("Project"); and

WHEREAS, AUTHORITY and ENTITY are parties to a May 14, 2020 Capital Project Allocation and Expenditure Contract for the Project ("Contract"); and

WHEREAS, Section 4 of the Contract requires that ENTITY expend its capital allocation prior to June 30, 2021; and

WHEREAS, AUTHORITY, on March 11, 2021, amended Contract by adding an additional twelve (12) months to the length of the term to June 30, 2022; and

WHEREAS, ENTITY requires additional time to expend the funds allocated in the Contract on eligible Project costs.

NOW, THEREFORE, in consideration of the conditions herein contained, AUTHORITY and ENTITY do hereby agree to amend the Contract as follows:

AGREEMENT

1. Section 4 of the Contract is amended to add an additional twelve (48) months to the length of the term, thereby changing the end date of the Period of Expenditure to June 30, 2026; and

2. All other terms and conditions not changed by this Amendment remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date indicated below.

CITY OF CITRUS HEIGHTS

SACRAMENTO TRANSPORTATION AUTHORITY

Authorized Signature

Sabrina Drago Executive Director

Printed Name and Title

Date

Date

NO COST EXTENSION OF THE DECEMBER 6, 2017 CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT BETWEEN THE SACRAMENTO TRANSPORTATION AUTHORITY AND CALTRANS REGARDING THE U.S. HIGHWAY 50 HOV LANES

THIS FIRST AMENDMENT TO SACRAMENTO TRANSPORTATION AUTHORITY NEW MEASURE A CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT is made and entered into this ______ day of ______, 2022, by and between the SACRAMENTO TRANSPORTATION AUTHORITY, a local transportation authority formed pursuant to the provisions of Public Utilities Code section 180000, et seq. (hereinafter referred to as "AUTHORITY"), and the California Department of Transportation, (hereinafter referred to as "ENTITY").

RECITALS

WHEREAS, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("Measure A Ordinance"); and

WHEREAS, the Measure A Ordinance includes the "Sacramento County Transportation Expenditure Plan 2009–2039" ("Expenditure Plan"); and

WHEREAS, the Expenditure Plan includes the following capital improvement project: US 50 bus/carpool lanes – Sunrise Boulevard to downtown ("Project"); and

WHEREAS, AUTHORITY and ENTITY are parties to a December 6, 2017 Capital Project Allocation and Expenditure Contract for the Project ("Contract"); and

WHEREAS, Section 4 of the Contract requires that ENTITY expend its capital allocation prior to June 30, 2022; and

WHEREAS, ENTITY requires additional time to expend the funds allocated in the Contract on eligible Project costs.

NOW, THEREFORE, in consideration of the conditions herein contained, AUTHORITY and ENTITY do hereby agree to amend the Contract as follows:

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CALIFORNIA DEPARMENT OF TRANSPORTATION

SACRAMENTO TRANSPORTATION AUTHORITY

Authorized Signature

Sabrina Drago Executive Director

Printed Name and Title

Date

Date

NO COST EXTENSION OF THE DECEMBER 6, 2017 CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT BETWEEN THE SACRAMENTO TRANSPORTATION AUTHORITY AND CALTRANS REGARDING THE INTERSTATE 5 HOV LANES

THIS FIRST AMENDMENT TO SACRAMENTO TRANSPORTATION AUTHORITY NEW MEASURE A CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT is made and entered into this ______ day of ______, 2022, by and between the SACRAMENTO TRANSPORTATION AUTHORITY, a local transportation authority formed pursuant to the provisions of Public Utilities Code section 180000, et seq. (hereinafter referred to as "AUTHORITY"), and the California Department of Transportation, (hereinafter referred to as "ENTITY").

RECITALS

WHEREAS, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("Measure A Ordinance"); and

WHEREAS, the Measure A Ordinance includes the "Sacramento County Transportation Expenditure Plan 2009–2039" ("Expenditure Plan"); and

WHEREAS, the Expenditure Plan includes the following capital improvement project: I-5 bus/carpool lanes - Elk Grove to I-80: ("Project"); and

WHEREAS, AUTHORITY and ENTITY are parties to a December 6, 2017 Capital Project Allocation and Expenditure Contract for the Project ("Contract"); and

WHEREAS, Section 2 of the Contract includes Phase 1 and Phase 2 construction of bus/carpool lanes between US 50 and Elk Grove Boulevard; and

WHEREAS, Section 4 of the Contract requires that ENTITY expend its capital allocation prior to June 30, 2022; and

WHEREAS, ENTITY requires additional time to expend the funds allocated in the Contract on eligible Project costs and desires to expand the scope of the eligible Project.

NOW, THEREFORE, in consideration of the conditions herein contained, AUTHORITY and ENTITY do hereby agree to amend the Contract as follows:

AGREEMENT

1. Section 2 of the Contract is amended to expand the scope of work to include Phase 3: Environmental clearance, engineering, right of way, and construction to add one northbound and southbound high occupancy vehicle lane, also known as bus/carpool lanes, on Interstate 5 from US 50 to Interstate 80 interchanges; and

- Section 4 of the Contract is amended to add an additional twelve (48) months to the length of the term, thereby changing the end date of the Period of Expenditure to June 30, 2026; and
- 3. All other terms and conditions not changed by this Amendment remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date indicated below.

CALIFORNIA DEPARMENT OF TRANSPORTATION

SACRAMENTO TRANSPORTATION AUTHORITY

Authorized Signature

Sabrina Drago Executive Director

Printed Name and Title

Date

Date

CONTRACT STA-20-CAE-001

Capital Allocation and Expenditure Contract For City of Citrus Heights Measure A Transportation Capital Projects

This Contract is made as of $\underbrace{May 14, 2020}_{\text{Transportation Authority}}$ by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the City of Citrus Heights, hereinafter called "Entity."

THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose</u>. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Entity of sales tax revenue and/or transportation mitigation fee revenue, including both current revenues and proceeds of Authority financings (i.e. proceeds from tax-exempt bonds, hereinafter called "Bonds") for the Capital Projects described in Section 2.
 - b. Set forth Entity's obligations with respect to the receipt and expenditure thereof.
- 2. <u>Description of Capital Project</u>. The Capital Project funded by this Contract is:
 - a. GREENBACK LANE/SUNRISE BLVD. TO FAIR OAKS BLVD. traffic signal upgrades and modifications, ADA, pedestrian, bicycle and transit enhancements, drainage improvements, and pavement restoration.
- 3. <u>Definitions</u>. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
 - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. "Board" means the Governing Board of the Sacramento Transportation Authority.
 - c. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
- <u>Amount of Allocation and Period of Expenditure</u>. The Board has allocated to Entity the maximum sum of <u>\$600,000</u> for expenditure on the Capital Projects through June 30, 2021. No additional funds will be provided under this contract.

- 5. <u>Compliance</u>. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, and all other applicable contractual and legal requirements.
- 6. <u>Tax Compliance</u>. The Authority specifically advises the Entity that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. To ensure such compliance, the Entity hereby agrees to abide by the additional requirements as set forth in Section 7(c) below.
- 7. Entity Certifications.
 - a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract with, the maintenance of effort requirements set forth in the Ordinance:
 - i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
 - ii. Entity shall continue to impose its non-SCTMFP transportation mitigation fees at rates that are not less than the non-SCTMFP transportation mitigation fees imposed by Entity during Fiscal Year 2008-09, unless supported by an engineering-based fee study approved by the County Board of Supervisors.
 - b. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.
 - c. Tax Certifications. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the general public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify authority in the event of any change to such expectations and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.
- 8. Disbursement of Revenues.
 - a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis. If Entity demonstrates a need for advance payments, the STA Executive Director

may advance up to 10 percent of the total allocation after Entity commences work and begins incurring project expenses.

- b. Claims for payment shall be submitted no more often than monthly.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.
- 9. <u>Reporting</u>.
 - a. Entity shall submit quarterly status reports in approved STA format. Information in the status report shall include:
 - Total anticipated project cost
 - Amount funded to date
 - Expenditures by quarter
 - Project status
 - b. Quarterly status reports will be due to the Authority thirty (30) days after the end of each calendar quarter.
- 10. <u>Audits</u>.
 - a. STA staff will review progress payment claims on a selected basis.
 - b. Annual audits of the STA will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.
 - c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board may reallocate any funds so withheld for other Measure A capital projects.
- 11. <u>Designation of Project Manager</u>. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.
- 12. <u>Signs</u>. Entity shall post reflective signs at Capital Project sites while they are open for public use stating that the project is funded with Measure A funds. The signs must be approved by the STA Executive Director.
- 13. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of

them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

14. <u>Amendments</u>. The terms of this Contract may be modified only upon mutual execution of a written amendment, signed by Entity and Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

CITY OF CITRUS HEIGHTS

SACRAMENTO TRANSPORTATION AUTHORITY

—DocuSigned by: (Livis B04)

____9343DA71F7DD48F... Authorized Signature

Chris Boyd City Manager

Printed Name and Title

6/4/2020

Date

Nay 14, 2020 Date



SACRAMENTO TRANSPORTATION AUTHORITY BY:_____ MEASURE A CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT

U.S. HIGHWAY 50 HOV LANES

This Contract is made as of <u>IB DEC 2017</u> by and between the **Sacramento Transportation Authority**, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the **California Department of Transportation**, hereinafter called "Caltrans."

THE PARTIES AGREE AS FOLLOWS:

- 1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Caltrans of sales tax revenue and/or transportation mitigation fee revenue, including both current revenues and proceeds of Authority financings (i.e. proceeds from tax-exempt bonds, hereinafter called "Bonds") for the Capital Projects described in Section 2.
 - b. Set forth Caltrans' obligations with respect to the expenditure thereof.
- 2. Description of Capital Project. The Capital Project funded by this Contract is:

Planning, design, engineering, environmental clearance, and right-of-way acquisition for HOV lanes on U.S. Highway 50 between Watt Avenue and Interstate 5. The project includes community enhancements, such as sound walls, along the affected corridor segment.

- 3. <u>Definitions</u>. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
 - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. "Board" means the Governing Board of the Sacramento Transportation Authority
 - c. "Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 4. <u>Amount of Allocation and Period of Expenditure.</u> The Board has allocated to Caltrans the maximum sum of <u>\$12,500,000</u> for expenditure on the Capital Projects during FYs 2019, 2020, 2021 and 2022, not to exceed \$3.5 million in any one fiscal year. Said sum shall be expended by Caltrans prior to <u>June 30, 2022</u>. No additional funds will be provided under this contract.
- 5. <u>Compliance.</u> The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Caltrans shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, and all other applicable contractual and legal requirements.
- 6. <u>Tax Compliance</u>. The Authority specifically advises Caltrans that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. In order to ensure such compliance, Caltrans hereby agrees to abide by the additional requirements as set forth in Section 7(c) below.

7. Entity Certifications

- a. <u>Maintenance of Effort.</u> Caltrans certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract with, the maintenance of effort requirements set forth in the Ordinance:
- b. <u>Routine Accommodations of Bicycles and Pedestrians.</u> Caltrans certifies that the Capital Project is designed to reasonably accommodate bicycle and pedestrian travel, as permitted by law.
- c. <u>Tax Certification</u>. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the general public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify authority in the event of any change to such expectations, and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.

8. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis. If Caltrans demonstrates a need for advance payments, the STA Executive Director may advance up to 10% of the total allocation after Caltrans commences work and begins incurring project expenses.
- b. Claims for payment shall be submitted no more often than monthly.
- c. All claims shall be approved by Caltrans' Project Manager prior to submission to Authority.

9. Reporting.

- a. Caltrans shall submit quarterly status reports in approved STA format. Information in the status report shall include:
 - Total anticipated project cost
 - Amount funded to date
 - Expenditures by quarter
 - Project implementation status
- b. Quarterly status reports will be due to the Accounting Manager 30 days after the end of each calendar quarter.

10. Audits.

- a. STA staff will review progress payment claims on a selected basis.
- b. Annual audits of the STA, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Caltrans' expenditures will also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board shall reallocate any funds so withheld for other Measure A capital projects.
- 11. <u>Cost Variations.</u> In the event the actual Measure A cost of the Capital Project is less than the allocation, the excess funds shall be retained by the Authority for reallocation

in accordance with the Ordinance. First preference for reallocation shall be other Measure A capital projects being managed by Caltrans.

- 12. <u>Designation of Project Manager</u>. Caltrans shall designate a Project Manager who shall be the responsible representative of Caltrans to Authority staff in connection with administration of this Contract.
- 13. <u>Signs.</u> Caltrans shall post reflective signs at Capital Project sites while they are open for public use stating that the project is funded with Measure A funds. The signs shall be substantially similar to the sample depicted in Attachment A.
- 14. <u>Indemnity and Hold Harmless</u>. Caltrans shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Caltrans whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

Sacramento Transportation Authority California Department of Transportation

By count

(Authorized Officer's Signature)

L. BRANNON

(Officer's Printed Name)

DISTRICT SNOR FOCAL

(Officer's Title)

SACRAMENTO TRANSPORTATION AUTHORITY BY: MEASURE A CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT

INTERSTATE 5 HOV LANES

This Contract is made as of <u>BDEC 2017</u> by and between the **Sacramento Transportation Authority**, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the **California Department of Transportation**, hereinafter called "Caltrans."

THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose</u>. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Caltrans of sales tax revenue and/or transportation mitigation fee revenue, including both current revenues and proceeds of Authority financings (i.e. proceeds from tax-exempt bonds, hereinafter called "Bonds") for the Capital Projects described in Section 2.
 - b. Set forth Caltrans' obligations with respect to the expenditure thereof.
- 2. Description of Capital Projects. The Capital Projects funded by this Contract are:

Phase 1 - Construction and construction support of High Occupancy Vehicle (HOV) lanes, also known as bus and carpool lanes, on Interstate 5 between U.S. Highway 50 and Beach Lake Bridge. The project includes community enhancements, such as sound walls, along the affected corridor segment.

Phase 2 – Construction and construction support of High Occupancy Vehicle (HOV) lanes, also known as bus and carpool lanes, on Interstate 5 between Beach Lake Bridge and 1.1 miles south of Elk Grove Boulevard.

- 3. <u>Definitions</u>. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
 - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. "Board" means the Governing Board of the Sacramento Transportation Authority

- c. "Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
- 4. <u>Amount of Allocation and Period of Expenditure</u>. The Board has allocated to Caltrans the maximum sum of <u>\$30,000,000</u> (\$15,000,000 each for Phase 1 and Phase 2) for expenditure on the Capital Projects during FYs 2019, 2020, 2021 and 2022, not to exceed \$10 million in any one fiscal year. Said sum shall be expended by Caltrans prior to <u>June 30, 2022</u>. No additional funds will be provided under this contract.
- 5. <u>Compliance.</u> The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Caltrans shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, and all other applicable contractual and legal requirements.
- 6. <u>Tax Compliance</u>. The Authority specifically advises Caltrans that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. In order to ensure such compliance, Caltrans hereby agrees to abide by the additional requirements as set forth in Section 7(c) below.
- 7. Entity Certifications
 - a. <u>Maintenance of Effort.</u> Caltrans certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract with, the maintenance of effort requirements set forth in the Ordinance:
 - <u>Routine Accommodations of Bicycles and Pedestrians.</u> Caltrans certifies that the Capital Project is designed to reasonably accommodate bicycle and pedestrian travel, as permitted by law.
 - c. <u>Tax Certification</u>. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the general public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify authority in the

event of any change to such expectations, and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.

8. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis. If Caltrans demonstrates a need for advance payments, the STA Executive Director may advance up to 10% of the total allocation after Caltrans commences work and begins incurring project expenses.
- b. Claims for payment shall be submitted no more often than monthly.
- c. All claims shall be approved by Caltrans' Project Manager prior to submission to Authority.
- 9. Reporting.
 - a. Caltrans shall submit quarterly status reports in approved STA format. Information in the status report shall include:
 - Total anticipated project cost
 - Amount funded to date
 - Expenditures by quarter
 - Project implementation status
 - b. Quarterly status reports will be due to the Accounting Manager 30 days after the end of each calendar quarter.
- 10. Audits.
 - a. STA staff will review progress payment claims on a selected basis.
 - b. Annual audits of the STA, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Caltrans' expenditures will also be audited.
 - c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board shall reallocate any funds so withheld for other Measure A capital projects.

- 11. <u>Cost Variations.</u> In the event the actual Measure A cost of the Capital Project is less than the allocation, the excess funds shall be retained by the Authority for reallocation in accordance with the Ordinance. First preference for reallocation shall be other Measure A capital projects being managed by Caltrans.
- 12. <u>Designation of Project Manager</u>. Caltrans shall designate a Project Manager who shall be the responsible representative of Caltrans to Authority staff in connection with administration of this Contract.
- 13. <u>Signs.</u> Caltrans shall post reflective signs at Capital Project sites while they are open for public use stating that the project is funded with Measure A funds. The signs shall be substantially similar to the sample depicted in Attachment A.
- 14. <u>Indemnity and Hold Harmless</u>. Caltrans shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Caltrans whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

Sacramento Transportation Authority California Department of Transportation

By

By

(Authorized Officer's Signature)

Thomas L. BRANNON

(Officer's Printed Name)

DISTRICT SINGLE FOCAL PUNT

(Officer's Title)

Sacramento Transportation Authority



GOVERNING BOARD

APRIL 7, 2022



SELECTION OF CONSULTANT TO PERFORM AN UPDATE OF THE NEXUS STUDY FOR THE SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION FEE PROGRAM

Action Requested: Authorize Executive Director

Key Staff: Timothy Jones, Chief Financial Officer

Recommendation

Authorize the Executive Director to execute a contract with GHD Inc. to perform an update to the Nexus Study for the Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP).

Background Information

In July of 2004 the Governing Board of the Sacramento Transportation Authority (Authority) passed Ordinance No. STA 04-01 (Ordinance), which provides for the continuation of a one half of one percent retail transactions and use tax for local transportation purposes. Three key components of the Ordinance are:

- 1. An expenditure plan ("Exhibit A of the Ordinance") that defines the projects to be financed, project costs, and allocation of the costs between Measure A sales tax revenue and developer fee funding; and
- 2. Guidelines for the implementation of the Retail Transactions and Use Tax (Retail Tax); and
- 3. Guidelines for the implementation of the SCTMFP.

Section VII of the Ordinance describes the SCTMFP and states that "No revenue generated from the [retail transactions and use] tax shall be used to replace transportation mitigation fees required from new development ... "and requires that the Authority develop " ... a professional and planning based process for charging new development with the cost of traffic impacts caused by each development ... ". Furthermore, Section VII dictates that the new fee schedule implemented shall be based on a fee per single family unit of \$1,000.00, and the fees for multifamily units, retail, office and industrial or warehouse uses shall be proportionate to the single-family fee as determined by the vehicular trip generation rates assigned to each of the land uses.

In August of 2005 the Authority hired a consultant to prepare an AB 1600 Fee Justification Study which would be the basis for the implementation of the SCTMFP. The Fee Study was intended to comply with Section 66000 et. seq. of the Government Code, which was enacted by the State

of California in 1987, by identifying additional public facilities required by new development and determining the level of County-wide development impact fees that may be imposed to pay the costs of the additional facilities. Fee amounts were determined that partially satisfy the financing of transportation infrastructure at levels identified by the various local agencies within the County of Sacramento (County) as being necessary to meet the needs of new development through the year 2039.

Discussion

The SCTMFP is an important financing component or the Measure A Capital Improvement Program (CIP) approved by voters in 2004. The Expenditure Plan envisioned \$488 million in revenue would be generated over the life of the program. Unlike the retail sales tax component of the program which supports the CIP at the rate of 20 cents per dollar of revenue, the SCTMFP supports the CIP dollar for dollar. However, as you are aware, revenue is forecast to come in at \$180 million based on projections developed the Authority's consultant EPS in August 2021. This amounts to less than half of the original estimate incorporated into the expenditure plan.

Over the last several months, Authority staff initiated a series of meetings with an SCTMFP working group consisting of representatives from each agency in the program. This effort was designed to identify a list of recommendations for improvement that would improve efficiency, increase consistency between the STA fee program and the local jurisdiction's program, and define fee exemptions. This effort resulted in a list of recommendations that will be brought to the Board at a later date.

Given that STA's Nexus Study is about 16 years old and In September 2021, Assembly Bill (AB) 602 was signed into law, there was consensus among STA staff and the SCTMFP working group that the time has come to update the Nexus Study. The new law promotes greater transparency by requiring that the fee schedule be posted on an agency's website and requires, among other things, that fees be proportionate to the square footage of the proposed development using a valid method that establishes a reasonable relationship between the fee charged and the burden posed by the development

That said, Authority staff issued an RFP on March 9 soliciting bids from consultants to perform an update of the Nexus Study. The RFP was distributed directly to eight potential respondents and posted to the Public Purchase bid notification website. We received two bids by the required deadline – one from Economic & Planning Systems and another from GHD Inc.

Included in the RFP was a summary of the Evaluation and Selection Criteria that would be considered during the evaluation process. The criteria are as follows:

- 1. The firm's qualifications, experience, and references
- 2. Qualifications and experience of personnel and staffing
- 3. Work plan

- 4. Rates and fees
- 5. Quality and responsiveness of the proposal

Each proposal was reviewed independently by STA staff and a staff member from Sacramento County who has experience in Nexus Study's and has a regional program perspective. Each person summarized their respective conclusions to the criteria above and the collective conclusions vetted to select a consultant for the project. That effort conclusively identified GHD Inc. as the best choice.

Based on this review, staff recommends hiring GHD Inc. to perform the update to the Nexus Study. The attached contract is for your review and is ready to execute upon approval.

Attachment 1: GHD Inc. Contract

AGREEMENT FOR CONSULTING SERVICES TO UPDATE THE SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION FEE PROGRAM (SCTMFP) NEXUS STUDY

THIS AGREEMENT is made and entered into ______ 2022, by and between the SACRAMENTO TRANSPORTATION AUTHORITY (hereinafter called "AUTHORITY"), and GHD Inc. (hereinafter called "CONSULTANT").

RECITALS

WHEREAS, the AUTHORITY, a California local transportation authority, exists under the authority of Section 180000 et seq. of the California Public Utilities Code;

WHEREAS, the AUTHORITY has determined that CONSULTANT is best qualified to perform the required services;

WHEREAS, CONSULTANT is able and willing to perform these services under the terms and conditions of this Agreement;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

AGREEMENT

1. <u>SCOPE OF SERVICES</u>

AUTHORITY hereby engages CONSULTANT, and CONSULTANT agrees to complete the scope of services attached hereto as Attachment A, and incorporated herein by reference, in accordance with the terms of this Agreement.

2. <u>COMPENSATION</u>

Compensation for services rendered by CONSULTANT under this agreement shall not exceed **one hundred twenty-nine thousand seven hundred ninety-one dollars (\$129,791)** unless authorized in writing by AUTHORITY. CONSULTANT shall be compensated for labor and actual costs incurred for reimbursable expenses including subcontractors, communication, reproduction, and travel.

3. <u>PAYMENT</u>

Upon submission of invoices by CONSULTANT and upon approval by the Executive Director, AUTHORITY shall pay CONSULTANT monthly in arrears for costs incurred and for payment of work performed for the prior month. Monthly invoices submitted by CONSULTANT shall itemize costs incurred in relation to work performed. Each invoice shall be accompanied by a progress report of work performed during the period for which payment is claimed.

Additionally, CONSULTANT shall submit all receipts and documentation for reimbursable expenses with its monthly invoice.

4. <u>TIME OF COMMENCEMENT AND COMPLETION OF WORK</u>

The time for commencing work under this agreement shall be the date upon which it has been duly approved by both affected parties.

The contract period will end April 30, 2023.

5. MODIFICATION OR TERMINATION

This Agreement may be modified or amended only by written instrument signed by both parties hereto. CONSULTANT'S compensation and the time of performance of the Agreement shall be adjusted by mutual written agreement of the parties if they are materially affected by such modifications or amendment.

This Agreement may be terminated, without cause, by either party upon fourteen (14) days written notice to the other party. Upon termination and upon compliance with Section 17, Ownership of Work Product, CONSULTANT will be paid for all costs incurred in good faith in accordance with the terms of this Agreement that are unpaid on the effective date of termination. CONSULTANT shall only be paid for any services completed and provided prior to AUTHORITY'S issuance of a written notice of termination.

6. <u>DISPUTES</u>

If a question of fact in connection with the work described herein cannot be resolved between CONSULTANT and the Executive Director, the question shall be submitted to the AUTHORITY'S Governing Board for resolution. If the Governing Board cannot develop a mutually satisfactory resolution, the dispute will be brought before a disinterested third party, agreed upon by both parties to this Agreement. The resolution recommended by the disinterested third party shall be final.

7. <u>BEST EFFORTS OF CONSULTANT</u>

CONSULTANT agrees to assign primary responsibility for managing the work performed under this Agreement to **Don Hubbard**, **Project Manager**. CONSULTANT further agrees that assigned personnel, including subcontractors, will always faithfully, industriously, and to the best of their ability, experience, and talent, perform all of the duties that may be required of or from them, pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the AUTHORITY. AUTHORITY may reject the assignment of any tasks performed under this Agreement to a subcontractor it deems inadequate or otherwise inappropriate for this project.

8. STANDARD OF CARE

AUTHORITY has relied upon the professional ability and training of CONSULTANT as represented by CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees that all its work will be performed, at a minimum, in accordance with generally accepted professional practices and standards.

9. <u>CONFLICT OF INTEREST</u>

CONSULTANT shall comply with applicable requirements of the Political Reform Act and Fair Political Practices Commission (FPPC) implementing regulations. Following the execution of this Agreement and during the term of this Agreement, CONSULTANT shall not enter into any new agreements with other entities that would constitute a financial conflict of interest with the AUTHORITY or the purposes of this AGREEMENT.

10. INDEMNITY AND HOLD HARMLESS

CONSULTANT shall indemnify, hold harmless and assume defense of, in any actions at law or in equity, the AUTHORITY, its officers, directors, employees, agents, and member jurisdictions from claims, losses, actions, causes of action, damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, including reasonable attorney's fees, consultant and expert witness fees, and cost of litigation, to the extent arising from the negligent acts, errors, or omissions of CONSULTANT or of any persons directly or indirectly employed by or acting on behalf of, or as agent for CONSULTANT, in its performance of work hereunder or its failure to comply with any obligations contained in the Agreement, but not including the negligence or willful misconduct of the AUTHORITY. This indemnification shall extend to claims, losses, actions, causes of action, damages, injury, death, and any type of liability occurring after completion of but arising out of the aforementioned operations, as well as during the works' progress. Acceptance of insurance certificates required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered by reason of any of CONSULTANT'S operations regardless of whether or not such insurance policies shall have been determined to be

applicable to any of such damages or claims for damages.

11. INSURANCE REQUIREMENTS FOR CONSULTANTS

CONSULTANT shall procure and maintain for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

A. <u>Minimum Scope of Insurance</u>

- 1. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

B. Minimum Limits of Insurance

- 1. Consultant shall maintain limits no less than:
- 2. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- 3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retention must be declared to and approved by the AUTHORITY. At the request of the AUTHORITY, CONSULTANT shall either: (1) reduce or eliminate such deductibles or self-insured retention as respects the AUTHORITY, its officers, officials, employees and volunteers; or (2) provide a financial documentation to evidence ability to pay any deductibles or self-insured retention.

D. Other Insurance Provisions

The general liability policies are to contain, or be endorsed to contain, the following provisions:

- The AUTHORITY, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT, and with respect to liability arising out of work or operations by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT'S insurance or as a separate owner's policy.
- 2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the AUTHORITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AUTHORITY, its officers, officials, employees and volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the AUTHORITY.

E. Acceptability of Insurers

All insurance, with the exception of workers 'compensation coverage, is to be placed with insurers currently admitted in California with a current A.M. Best's rating of no less than A:VII. Workers' compensation coverage is to be placed with insurers currently admitted in California.

F. Verification of Coverage

CONSULTANT shall furnish the AUTHORITY with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the AUTHORITY or on other than AUTHORITY'S forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements are required to be received and approved by the AUTHORITY before work commences. The AUTHORITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

G. Subcontractors

CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated above.

12. DISCRIMINATION

Services rendered under this Agreement shall be rendered without discrimination on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation. Further, there shall be no discrimination against any employee who is employed in the work covered by this Agreement because of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation. This includes, but is not limited to employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13. <u>COMPLIANCE WITH THE LAW</u>

CONSULTANT shall be subject to and comply with all federal, state, and local laws and regulations applicable with respect to its performance under this agreement, including but not limited to, licensing, employment, and purchasing practices, and wages, hours, and conditions of employment.

14. INSPECTION

CONSULTANT'S performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of AUTHORITY.

15. <u>RECORDS</u>

CONSULTANT shall keep and make available for inspection and copying by authorized representatives of AUTHORITY, the CONSULTANT'S regular business and financial records and such additional records pertaining to this Agreement for at least five (5) years after final payment to CONSULTANT.

16. <u>SUBCONTRACT AND ASSIGNMENT</u>

This Agreement binds the heirs, successors, assigns, and representatives of CONSULTANT. CONSULTANT shall not enter into subcontracts for any work contemplated under this Agreement except as shown in Exhibit B (Project Cost Estimate) and shall not assign this Agreement or monies due or to become due, without the prior written consent of the AUTHORITY.

17. OWNERSHIP OF WORK PRODUCT

AUTHORITY shall be the owner of, the owner of the copyright with respect to, and shall be entitled to possession of any computations, plans, correspondence, and other pertinent data and information gathered by, computed by, or prepared by CONSULTANT pursuant to this Agreement and prior to termination of this Agreement by either party or upon completion of the work pursuant to this Agreement.

18. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between and among the parties hereto.

19. NOTIFICATION

Any notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage pre-paid, and addressed as follows:

| AUTHORITY | CONSULTANT |
|-----------|------------|
| | |

Sabrina Drago, Executive Director Sacramento Transportation Authority 801 12th Street, 5th Floor Sacramento, California 95814 Kamesh Vedula, Principal-in-Charge GHD Inc. 2200 21st Street Sacramento, CA 95818

20. COMPONENT PARTS OF THE AGREEMENT

The Agreement entered into consists of the following contract documents, all of which are component parts of the contract, and which are incorporated herein by reference:

- A. This Agreement.
- B. Scope of Services, attached hereto as Attachment A

C. Project Timeline, attached hereto as Attachment B.

21. NON-WAIVER OF BREACH

CONSULTANT agrees that any waiver of any breach or violation of any term or condition of this Agreement, or failure to enforce any term or condition of this Agreement, shall not be deemed to be a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the AUTHORITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

22. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

23. <u>COUNTERPARTS TO AGREEMENT</u>

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this agreement.

24. <u>SEVERABILITY</u>

If any provision or any part of any provision of this Agreement is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute, regulation or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

25. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the parties hereto, and there are no inducements, promises, terms, conditions, or obligations made or entered into by the AUTHORITY or CONSULTANT other than those contained herein. The foregoing provisions are understood and agreed to by CONSULTANT. **IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT the day and year first written above.

SACRAMENTO TRANSPORTATION AUTHORITY GHD Inc.

Sabrina Drago, Executive Director

Kamesh Vedula, Principal-in-Charge

Date

Date

Sacramento Transportation Authority



GOVERNING BOARD

APRIL 7, 2022



SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY PROGRAM — RENEWAL AND OUTREACH UPDATE

Action Requested: Receive and File

Key Staff: Jennifer Doll, Special Programs Manager

Background

The current Sacramento Abandoned Vehicle Service Authority (SAVSA) program and associated \$1 dollar fee will expire on April 30, 2022. STA/SAVSA legal counsel has advised that the SAVSA fee qualifies as a tax under California Proposition 26 and, therefore, its extension would require a public vote with a supermajority (2/3) adoption threshold. On December 9, 2021 the Board adopted Resolution 22-SAVSA-01 initiating the renewal of the SAVSA program by way of a tax measure at the June 2022 election.

The proposed Abandoned Vehicle Abatement (AVA) Tax Measure was certified by the County Board of Supervisors on February 15, 2022 with Resolution 2022-0131. Subsequently, SAVSA staff submitted the Tax Measure to the Sacramento County Elections Office, where it was approved as Measure C.

Discussion

Staff has the following updates on the SAVSA program renewal and public education and outreach efforts.

Measure C. The proposed AVA Tax Measure was assigned letter "C" and posted for public review at The Daily Recorder on March 10, 2022. The deadline for an argument in favor of or against was March 15th, none were received. The next update on this will be after the June 7, 2022 election.

Staff would like to thank the Board, the County Board of Supervisors, the County of Sacramento, the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento, and all the staff for their assistance on this project.

Public Education & Outreach. FSB Public Affairs (FSB) continues to work diligently on the SAVSA public education and outreach efforts (education effort) in the Sacramento area. Since the last Board meeting Phase 1 of the education effort began March 14th with the launch of the www.SAVSAinfo.com website and digital billboard advertising at five locations along Highway 99, Highway 50, Business 80 and Interstate 5.

Phase 2 will begin early the week of April 4th and consist of updated digital billboard advertisements and premium web browsers and social media outlet advisements. Additionally, the FSB team and staff are working on printed program fact cards to be placed on Sacramento Regional Transit vehicle in the coming weeks. The fact cards will resemble the SAVSA website to keep a consistent theme with the education effort.

With the May meeting only weeks from the June 7th election, staff is planning to have FSB present a review of completed work and their plans for the final weeks of the education effort.

Sacramento Transportation Authority



GOVERNING BOARD

APRIL 7, 2022



AUTHORIZE A LETTER OF SUPPORT FOR THE US 50 GOLD LINE CORRIDOR ENHANCEMENT PROJECT

Action Requested: Approve

Presenter: Sabrina Drago, Executive Director

Recommendation

Authorize the Executive Director to provide a letter of support for the Rebuilding American Infrastructure Sustainably and Equitably (RAISE) federal grant for the US 50 Gold Line corridor enhancement project.

Background Information

Sacramento County and Sacramento Regional Transit District (SacRT) have partnered on a joint project to improve the transportation network along the U.S. Highway 50 (US 50) and Gold Line light rail corridor by modernizing Hazel Avenue, Aerojet Road, and Folsom Boulevard near the US 50 Interchange and up to 29 light rail stations along the 23-mile Gold Line light rail system. The project is located within the Cities of Folsom, Rancho Cordova, and Sacramento as well as the unincorporated Sacramento County. For additional information see Attachment 1.

Improvements to Hazel Avenue are included in the Measure A Expenditure Plan under the Local Arterial Program as part of the Capital Improvement Program (CIP). The County and Sacramento Transportation Authority (STA) have already executed a Capital Allocation and Expenditure Contract that includes the Hazel Avenue U.S. 50 Interchange and Folsom Boulevard Intersection that extends through June 30, 2025.

The STA Board adopted Principles for Remaining CIP Allocations on October 14, 2020 which highlighted the need to leverage additional federal, state, and local funding to help address the anticipated revenue shortfall for those agencies, such as Sacramento County, that have not received their planned CIP allocation.

Sacramento County has been making progress on the development of the Hazel Avenue U.S. 50 Interchange and Folsom Boulevard Intersection project and have completed a major milestone under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) with completion of the environmental review process in 2020. The final design contract was presented to the County Board in February 2022 and County staff has been working on a funding approach for construction. SacRT has been making similar progress on their Gold Line Modernization Project with completion of CEQA and NEPA and are similar working on a funding approach for construction. Construction for a combined project could begin as early as spring 2025.

At the federal, state, and regional level, grant criteria has evolved over time expressing a need for project nominations to be regionally significant, specifically addressing sustainability, equity, and providing for multiple modes including transit, bicycle and pedestrian mobility. To be more competitive, the County and SacRT determined that partnering to submit a joint grant application would be the best for both agencies. This joint project is the US 50 Gold Line corridor enhancement project.

Discussion

Sacramento County requested a letter of support from STA for the Rebuilding American Infrastructure Sustainably and Equitably (RAISE) federal grant for the US 50 Gold Line corridor enhancement project on March 15, 2022.

STA also hosted a meeting of the Professional Advisory Group (PAG) on March 17 to determine if any other agency had a similar request, which there were none. The applications for RAISE are due April 14.

Staff is recommending the STA board authorize the Executive Director to provide a letter of support for the RAISE federal grant for the US 50 Gold Line corridor enhancement project, see Attachment 2. The grant application includes the Hazel Avenue U.S. 50 Interchange and Folsom Boulevard Intersection which are included in the Measure A Expenditure Plan. Similarly, the requested action aligns with the STA Board adopted Principles for Remaining CIP Allocations which prioritizes projects that leverage federal, state, and other local funding.

Attachment 1: Project Fact Sheet Attachment 2: Letter of Support Template

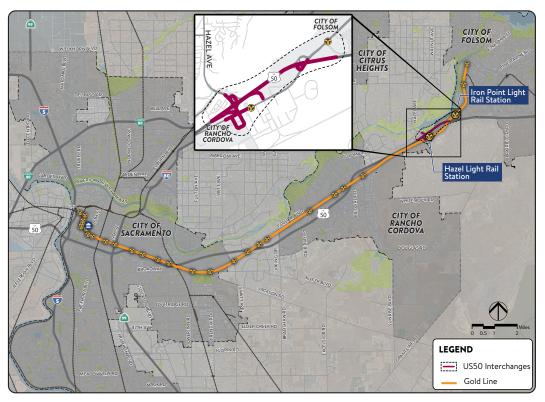
SACRAMENTO

US 50 GOLD LINE CORRIDOR ENHANCEMENT PROJECT

Applicant: Sacramento County / Sacramento Regional Transit District

SCOPE

The US 50 Gold Line Corridor Enhancement Project (Project) implements a holistic approach to improve the transportation network along the highway corridor. The Project modernizes the Hazel Avenue, Aerojet Road, and Folsom Boulevard interchanges with US 50 to reduce congestion and improve operations, convert 29 Gold Line light rail station platforms to accommodate low floor vehicles, grade separate Hazel Avenue from Folsom Boulevard and the Gold Line to minimize conflicts and improve transit reliability, and add a grade separated Class I path across US 50 to connect to the American River Parkway. The improvements will promote a mode shift from single occupancy vehicles to light rail transit and reduce vehicle miles traveled on US 50. This will improve mobility, air quality, and provide transportation equity for residents in Areas of Persistent Poverty and Historically Disadvantaged Communities along US 50 corridor.



COST

 Environmental & Design
 \$14,076,000

 Right of Way
 \$16,959,000

 Construction
 \$96,794,000

 Total
 \$127,829,000

 RAISE Request
 \$25,000,000

SCHEDULE

| 1/2021 |
|---------|
| 11/2024 |
| 12/2024 |
| 4/2025 |
| |



Sacramento 🍞 Regional Transit



April 7, 2022

The Honorable Pete Buttigieg Secretary of the United States Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590

Re: Support for the US 50 Gold Line Corridor Enhancement Project

Dear Secretary Buttigieg:

I am writing on behalf of the Sacramento Transportation Authority to express our support for the County of Sacramento and Sacramento Regional Transit District (SacRT) US 50 Gold Line Corridor Enhancement Project (Project) grant application the United States Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) competitive grant program.

Sacramento County has partnered with SacRT to develop a holistic approach to improving mobility and modernizing infrastructure along the Gold Line light rail corridor and US 50. The Project improves the Hazel Avenue, Aeroject Road, and Folsom Boulevard interchanges on US 50 and 29 light rail station platforms along the 23-mile Gold Line Corridor. The Project also grade separates Hazel Avenue over the Gold Line and Folsom Boulevard and adds a Class I path along Hazel Avenue connecting the Hazel Gold Line Station to the American River Parkway. The Project provides direct benefits to the greater Sacramento area, including the cities of Folsom, Rancho Cordova, Sacramento, and unincorporated Sacramento County.

The Project aligns well with the RAISE grant criteria, particularly climate change and underserved communities. The improvements will encourage ridership on the SacRT Gold Line and promote a mode shift. This will directly benefit US 50 by reducing vehicle miles traveled on the freeway and reduce greenhouse gas emissions. The Project improvements serve Areas of Persistent Poverty and Historically Underserved Communities that parallel the US 50 corridor in Rancho Cordova, Sacramento, and unincorporated Sacramento County. The investment, consistent with Justice40 Initiative, will benefit mobility for all users of the light rail system. The Project also enhances safety along US 50 and at Hazel Avenue, improves travel times, supports economic development and infill housing stock, and provides dedicated facilities for walking and biking.

The Project will be transformational for residents in the region and reduce the transportation/housing burden. Thank you for your consideration.

Respectfully submitted,

Sabrina Drago, PE Executive Director Sacramento Transportation Authority