



A G E N D A

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

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

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 in-person public attendance. Meeting procedures are subject to change pursuant to guidelines related to social distancing and minimizing person-to-person contact.

Live Meeting comment

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Sacramento Abandoned Vehicle Service Authority

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Written comment

- Send an email comment to BoardClerk@saccounty.net. 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 and filed in the record.

VIEW MEETING

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MEETING MATERIAL

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ACCOMMODATIONS

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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: January 11, 2022
STA Governing Board Meeting ◀ *Jennifer Doll*
4. Approve A Resolution Extending Assembly Bill No. 361 ◀ *Sabrina Drago*
5. Sacramento Abandoned Vehicle Abatement Program—
2nd Quarter Fiscal Year 2022 *Jennifer Doll*
6. Annual Adjustment To The Sacramento County
Transportation Mitigation Fee Program (SCTMFP) Rates ◀ *Timothy Jones*
7. Budget To Actuals Reports—2nd Quarter Fiscal Year 2022 *Timothy Jones*
8. Capital Status Reports—2nd Quarter Fiscal Year 2022 *Timothy Jones*

SEPARATE ITEMS

9. Refunding The 2012 Series Fixed Rate Bonds
Informational Presentation
Contract With Nossaman For Disclosure Services ◀ *Peter Shellenberger*
Contract With Orrick for Bond Legal Counsel ◀ *Timothy Jones*
10. Smart Growth Incentive Program (SGIP) Expenditure
Contracts ◀ *Timothy Jones*

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- 11. Sacramento Abandoned Vehicle Abatement Program—
Renewal Update *Jennifer Doll*

- 12. Sacramento Abandoned Vehicle Abatement Program—
Public Education And Outreach Status Report *Andy Fields,
FSB Public Affairs*

- 13. Comments Of Authority Members *All*

◀ *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.



MARCH 10, 2022

AGENDA ITEM # 2

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 this spring.

Proposed Transportation Initiative

On Thursday, February 24, 2022, STA Staff were notified that a proposed Sacramento County Transportation Initiative was available on-line at: www.movesac.org. Staff is unaware of the status of the initiative beyond the information provided on the website. Staff is currently reviewing the proposed initiative to determine any potential impacts to STA and the Governing Board in regard to implementation.

Capital Improvement Program

Initializing in the summer of 2020, Staff worked with the five remaining member agencies eligible for Capital Improvement Project (CIP) funds. Those agencies are: the County of Sacramento, the City of Sacramento, City of Citrus Heights, Caltrans and the Capital Southeast Connector Authority. Targeted allocations were established, and the agencies worked closely with Staff on project listings, projected revenues and developing an allocation program based on projected cash flows. Staff is updating targeted allocations based on projected revenue and estimates bringing them for Board approval in Spring.

Local Partnership Program (LPP)

In late summer, the California Transportation Commission (CTC) announced the SB1 Third Funding Cycle. As part of that, the Local Partnership Program was included. This program is \$100 million annual program, administered every two to four years. The CTC is proposing a two-year, \$200 million program, with 60% of the funding distributed via formula and 40% in competitive grants. The formulaic funding is only available to agencies that have a taxpayer approved tax, toll or fee solely dedicated to transportation, thus allowing STA to participate. The competitive program is available for those in the formulaic program plus any agency that has fees dedicated to transportation (i.e. impact fees). The CTC has already conducted a series of workshops. They anticipate the policy being released in August of 2022 as well as the call for projects. They anticipate program award in summer of 2023.

STA and member agencies have been meeting to discuss competitive and formulaic strategies for this next round of funding. Staff anticipates bringing a project ranking strategy before the Board in the Spring and will continue to actively update the Board as this process continues through much of 2022.

STA Website and Logo

Staff are actively working on updating the website and STA logo and anticipate presenting to the Board in the first quarter of fiscal year 2022.



MARCH 10, 2022

AGENDA ITEM # 3

APPROVE ACTION SUMMARY: JANUARY 11, 2022 STA GOVERNING BOARD MEETING

Action Requested: Approve

Key Staff: Jennifer Doll, Special Programs Manager

Recommendation

Approve the attached Action Summary of the January 11, 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

WEDNESDAY

JANUARY 12, 2022

1:30 PM

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

(Alternate Member Avdis was in attendance for Member Serna)

Alternates: Nick Avdis, Bret Daniels, Shawn Farmer, Rosario Rodriguez, Darren Suen

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CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

PARLIAMENTARY ITEM

1. Selection Of Chair And Vice-Chair For Calendar Year 2022

1:42 PM Board Action: Patrick Kennedy/ Mai Vang - Motion by Member Jeff Harris and second by Member Mike Kozlowski to nominate Member Bobbie Singh-Allen as Chairperson. Substitute motion by Member Patrick Kennedy and second by Member Mai Vang to nominate Member Katie Valenzuela as Chairperson. Motion failed.

AYES: Eric Guerra, Patrick Kennedy, Don Nottoli, Jay Schenirer, Bobbie Singh-Allen, Katie Valenzuela, Mai Vang

NOES: Rich Desmond, Sue Frost, Jeff Harris, Paul Sandhu, Kevin Spease, Nick Avdis, Mike Kozlowski, Donald Terry

ABSTAIN: (None)

ABSENT: Steve Miller

RECUSAL:(None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

1:48 PM Board Action: Jeff Harris/ Mike Kozlowski - Motion by Member Jeff Harris and second by Member Mike Kozlowski to nominate Member Bobbie Singh-Allen as Chairperson. Friendly amendment by Member Mai Vang to add Vice Chairperson nomination of Member Rich Desmond to vote. Amendment accepted. Elected Member Bobbie Singh-Allen as Chairperson and Member Rich Desmond as Vice Chairperson.

AYES: Rich Desmond, Sue Frost, Eric Guerra, Jeff Harris, Patrick Kennedy, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Bobbie Singh-Allen, Kevin Spease, Katie Valenzuela, Mai Vang, Nick Avdis, Mike Kozlowski, Donald Terry

NOES: (None)

ABSTAIN: (None)

ABSENT: (None)

RECUSAL:(None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

COMMENT ITEMS

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

1:51 PM Board Action: No public comments were made.

3. Executive Director's Report

1:52 PM Board Action: Executive Director Sabrina Drago provided an update regarding 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 efforts to reauthorize the Sacramento Abandoned Vehicle Service Authority including ballot polling and an RFP to hire a consultant for Education and Outreach, the results from the Sacramento County Transportation Mitigation Fee Program study, the Smart Growth Incentive Program including policy development for future SACOG Community Design Funding Cycles, the Local Partnership Program including STA eligibility status and anticipated project policy and program award release dates, and the STA website and Logo update anticipated to be presented to the Board in the first quarter of 2022.

CONSENT ITEMS

1:58 PM Board Action: Donald Terry/ Mike Kozlowski - Approved the Consent Matters, Items 4 through 6, as recommended.

AYES: Rich Desmond, Sue Frost, Eric Guerra, Jeff Harris, Patrick Kennedy, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Bobbie Singh-Allen, Kevin Spease, Katie Valenzuela, Mai Vang, Nick Avdis, Mike Kozlowski, Donald Terry

NOES: (None)

ABSTAIN: (None)

ABSENT: (None)

RECUSAL:(None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

4. Approve Action Summary: December 9, 2021 STA Governing Board Meeting

1:58 PM Board Action: Approved as recommended.

5. Approve A Resolution Extending Assembly Bill No. 361

1:58 PM Board Action: Approved by Resolution No. **STA 22-0001.**

6. SacMetro Freeway Service Patrol Status Report Second Quarter Fiscal Year 2022

1:58 PM Board Action: Received and filed the report.

SEPARATE ITEMS

7. Presentation Of The Audited Annual Comprehensive Financial Report For Fiscal Year 2020-21

1:59 PM Board Action: Kevin Spease/ Steve Miller - Approved the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2021.

AYES: Rich Desmond, Sue Frost, Eric Guerra, Jeff Harris, Patrick Kennedy, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Bobbie Singh-Allen, Kevin Spease, Katie Valenzuela, Mai Vang, Nick Avdis, Mike Kozlowski, Donald Terry

NOES: (None)

ABSTAIN: (None)

ABSENT: (None)

RECUSAL:(None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

8. Sacramento Abandoned Vehicle Service Authority Program Renewal Update

2:06 PM Board Action: Special Programs Manager Jennifer Doll provided an update regarding the continued efforts to work with Legislative Members to continue the Sacramento Abandoned Vehicle Service Authority (SAVSA) Program via legislative bill while simultaneously preparing the SAVSA program renewal by tax measure.

9. Authorize Public Education And Outreach Consultant Contract For The Sacramento Abandoned Vehicle Service Authority (Continued From December 9, 2021; Item No. 6)

2:09 PM Board Action: Jeff Harris/ Eric Guerra - Authorized the Executive Director to execute a contract with FSB Public Affairs for the Sacramento Abandoned Vehicle Service Authority (SAVSA) tax measure public education and outreach.

AYES: Rich Desmond, Sue Frost, Eric Guerra, Jeff Harris, Patrick Kennedy, Steve Miller, Don Nottoli, Paul Sandhu, Jay Schenirer, Bobbie Singh-Allen, Kevin Spease, Katie Valenzuela, Mai Vang, Nick Avdis, Mike Kozlowski, Donald Terry

NOES: (None)

ABSTAIN: (None)

ABSENT: (None)

RECUSAL:(None)

(PER POLITICAL REFORM ACT (§ 18702.5.))

10. Comments Of Authority Members

2:13 PM Board Action: No member comments were made.

CLOSED SESSION

11. California Government Code Sec. 54957.1(b) STA PERSONNEL MATTERS Title: Employee Performance Evaluation (Continued From December 9, 2021; Item No. 13)

2:39 PM Board Action: Approved the Sacramento Transportation Authority temporarily designating the Executive Director as a part-time position for one year by Resolution No. **STA 22-0002.**

Adjourned at 2:41 p.m.

Respectfully Submitted,

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



MARCH 10, 2022

AGENDA ITEM # 4

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 March 10, 2022 through April 10, 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 FEBRUARY 12, 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



MARCH 10, 2022

AGENDA ITEM # 5

**SACRAMENTO ABANDONED VEHICLE ABATEMENT PROGRAM –
2ND QUARTER FISCAL YEAR 2022**

Action Requested: Receive and File

Key Staff: Jennifer Doll, Special Programs Manager

Background Information

The Sacramento Abandoned Vehicle Service Authority (SAVSA) is funded by a \$1 vehicle registration fee collected by the Department of Motor Vehicles (DMV) when a new car is registered in Sacramento County. These revenues are transmitted to the city and county zoning enforcement units which remove abandoned vehicles from streets, parking lots, fields, and private parcels. SAVSA distributes approximately \$1.3 million collected per year to the County and participating cities based on a formula of population and relative number of abatements performed.

Discussion

SAVSA revenue for the second quarter was \$ 309,961.61 and member agencies reported a total of 3,989 abandoned vehicle abatements for the same period.

The individual formula-based distributions for each member agency are detailed in the following table.

Member	Balance Forward	Quarterly Distribution	Total Available	Claim	Payment	Ending Balance
Citrus Heights	\$ 3,329.96	\$ 18,117.73	\$ 21,447.69	\$ 8,795.74	\$ 8,795.74	\$ 12,651.95
Elk Grove	\$ 0	\$ 32,947.22	\$ 32,947.22	\$ 48,580.69	\$ 32,947.22	\$ 0
Folsom	\$ 0	\$ 8,796.66	\$ 8,796.66	\$ 15,169.00	\$ 8,796.66	\$ 0
Galt	\$ 9,704.03	\$ 5,801.76	\$ 15,505.78	\$ 10,200.52	\$ 10,200.52	\$ 5,305.26
Rancho Cordova	\$ 0	\$ 16,439.41	\$ 16,439.41	\$ 42,110.98	\$ 16,439.41	\$ 0
Sacramento	\$ 59,344.98	\$ 153,895.59	\$ 213,240.57	\$ 208,471.84	\$ 208,471.84	\$ 4,768.73
Sacramento County	\$ 0	\$ 73,963.24	\$ 73,963.24	\$ 207,497.21	\$ 73,963.24	\$ 0
Totals	\$ 72,378.97	\$ 309,961.61	\$ 382,340.58	\$ 540,825.98	\$ 359,614.63	\$ 22,725.94



MARCH 10, 2022

AGENDA ITEM # 6

ANNUAL ADJUSTMENT TO THE MEASURE A SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION FEE PROGRAM RATES

Action Requested: Adopt

Key Staff: Timothy Jones, Chief Financial Officer

Recommendation

Adopt the adjusted rates for the Measure A Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) effective July 1, 2022.

Discussion

Cities participating in the Measure A program are required to collect a fee for the Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) based on rates approved by the STA Governing Board. The fees collected by each agency are remitted to the Authority semi-annually and used to fund road and transit system improvements needed to accommodate projected growth and development throughout the county.

The Measure A Ordinance requires that the fees “be adjusted annually by action of the STA Governing Board to reflect changes in construction costs based on the McGraw-Hill Engineering News Record (ENR) 20-city Construction Cost Index (CCI).” The average CCI in 2021 was 12,133 compared to 11,466 in 2020, an increase of 5.82 percent. This ratio is applied to the approved fiscal year 2021-22 rates to determine the new rates which are shown in the last column of Table 1 on the next page.

Upon adoption, STA staff will distribute the adjusted fee rate schedule to the County and the cities of Elk Grove, Rancho Cordova, Sacramento, Folsom, Galt, Isleton, and Citrus Heights for implementation in their local fee ordinances effective July 1, 2022.

Table 1: SCTMFP Fee Schedule for FY 2022-23

Land Use	Per	Current Rates FY 2021-22	New Rates FY 2022-23
Single-Family Residential	unit	\$1,351	\$1,429
Single-Family Residential, Senior	unit	\$1,081	\$1,144
Multi-Family Residential	unit	\$945	\$1,000
Multi-Family Residential, Senior	unit	\$809	\$856
Office Use	1,000 square feet	\$1,622	\$1,717
Retail Use	1,000 square feet	\$2,028	\$2,146
Industrial Use	1,000 square feet	\$1,081	\$1,144
Hotel/Motel	sleeping room	\$783	\$828
Extended Stay Hotel/Motel	sleeping room	\$695	\$736
Golf Course	acre	\$1,124	\$1,190
Movie Theater	screen	\$2,570	\$2,720
Religious Center	1,000 square feet	\$1,257	\$1,330
Hospital	1,000 square feet	\$2,266	\$2,397
Service Station	fueling pump	\$1,757	\$1,860
Supermarket	1,000 square feet	\$2,028	\$2,146
Warehouse/Self-Storage	1,000 square feet	\$338	\$358
Assisted Living Facility	bed	\$389	\$412
Congregate Care	unit	\$286	\$302
Child Day Care	student	\$622	\$658
Private School (K-12)	student	\$352	\$372
Auto Repair/Body Shop	1,000 square feet	\$2,028	\$2,146
Gym/Fitness Center	1,000 square feet	\$2,028	\$2,146
Drive-through Car Wash	1,000 square feet	\$2,028	\$2,146
All Other	average weekday trips generated	\$142	\$151



MARCH 10, 2022

AGENDA ITEM # 7

BUDGET-TO-ACTUAL REPORTS – FOR THE QUARTER ENDING DECEMBER 31, 2021

Action Requested: Receive and File

Key Staff: Timothy Jones, Chief Financial Officer

Each quarter staff prepare analyses summarizing budgeted to actual revenue and expenditures for the Sacramento Transportation Authority’s (STA) General Fund, SacMetro FSP, the Sacramento Abandoned Vehicle Service Authority (SAVSA) and the Administration Fund. Notable variances for this period are as follows:

STA General Fund

1. Sales tax revenue came in \$14.5 million higher (20%) than expected - \$86.3 million versus the forecasted amount of \$71.8 million. Much of the increase is new revenue from out-of-state retailers selling goods via the internet in California. Additionally, consumers continue to increase spending on home improvements, electronics, and recreational equipment.
2. Measure A allocations were higher than expected by \$10.9 million (19.3%) because monthly pass-through allocations closely parallel the sales tax revenue stream – as it increases so do the allocations.
3. Capital program expenditures were lower than expected by \$6.3 million (35.4%), however several large projects are in the construction phase. Therefore, it is expected that unspent funds will be drawn down during the last half of the fiscal year.

SacMetro FSP

1. State allocations for the program came in at \$994,000 or \$697,000 less than expected. The program receives funding on a reimbursement basis – as towing contractors bill the program, invoices are generated and sent to Caltrans for payment. As such, some invoices sent to Caltrans in the second quarter are outstanding and will not be paid until the third quarter.

Attachments

BUDGET TO ACTUAL ANALYSIS

STA General Fund

Fiscal Year-to-Date through December 31, 2021 (accrual basis)

	FY 22 Budget	YTD Expected Amount	Actual Amount	Budget/Actual Variance	Comments
Revenue:					
Sales Tax	\$143,670,000	\$71,835,000	\$86,299,088	\$14,464,088	Sales tax revenue continues to outpace expectations as consumers spend on electronics, home improvements, and recreational equipment.
Mitigation Fees	6,132,000	3,066,000	3,574,104	508,104	Good
Interest	250,200	125,100	177,417	52,317	Interest rates have risen some over the last several quarters generating more interest income
Total Revenue	150,052,200	75,026,100	90,050,609	15,024,509	See above
Beginning Fund Balance	32,051,021	43,075,725	43,075,725	-	Actual beginning fund balance - June 30, 2021 audited financial statements
Total Revenue and Beginning Fund Balance	\$182,103,221	\$118,101,825	\$133,126,334	\$15,024,509	See above
Appropriations:					
Ongoing allocations to Measure A Entities	\$113,336,953	\$56,668,477	\$67,628,582	(\$10,960,106)	Allocations are a percentage of sales tax - which is higher so allocations are too
Capital Improvement Program	35,835,679	17,917,840	11,581,423	6,336,417	Capital construction activity is accelerating throughout the region, so expenditures are expected to increase during the second half of the fiscal year.
Total Appropriations	\$149,172,632	\$74,586,316	\$79,210,005	(\$4,623,689)	See above
Other Financing Sources (Uses):					
Transfers out (to the Debt Service Fund)	(\$21,054,302)	(\$10,527,151)	(\$9,888,101)	\$639,050	Good
Total Financing Sources (Uses)	(\$21,054,302)	(\$10,527,151)	(\$9,888,101)	\$639,050	See above
Ending Fund Balance	\$11,876,287	\$32,988,358	\$44,028,228	-	

BUDGET TO ACTUAL ANALYSIS
SacMetro Freeway Service Patrol (FSP)
Fiscal Year-to-Date through December 31, 2021 (accrual basis)

	FY 22 Budget	YTD Expected Amount	Actual Amount	Budget/Actual Variance	Comments
Revenue:					
State Allocation	\$3,383,411	\$1,691,706	\$994,364	(\$697,342)	Some second quarter reimbursements from Caltrans will be received in the third quarter
CVR-SAFE*	748,000	748,000	748,000	-	Good
Total Revenue	4,131,411	2,439,706	1,742,364	(697,342)	See above
Beginning Fund Balance	413,640	279,056	279,056	-	Actual beginning fund balance - June 30, 2021 audited financial statements
Total Revenue and Beginning Fund Balance	\$4,545,051	\$2,718,762	\$2,021,420	(\$697,342)	See above
Appropriations:					
Salaries and Benefits	\$153,248	\$76,624	\$75,204	\$1,420	Good
Overhead	62,572	-	-	-	Overhead expenditures are allocated at the end of the fiscal year
Conferences and Travel	1,150	-	-	-	In-person conference cancelled due to COVID
Communications	63,400	31,700	21,269	10,431	Good
Professional Services	71,746	35,873	13,426	22,447	Good
Other Operating Expenditures	4,750	2,375	1,349	1,026	Good
Contractors	3,260,882	1,630,441	1,499,212	131,229	Billings from contractors will increase during the second half of the fiscal year
Total Appropriations	\$3,617,748	\$1,777,013	\$1,610,460	\$166,553	See above
Ending Fund Balance	\$927,303	\$941,749	\$410,960	-	

* Capitol Valley Regional Service Authority for Freeways and Expressways

BUDGET TO ACTUAL ANALYSIS
Sacramento Abandoned Vehicle Service Authority (SAVSA)
Fiscal Year-to-Date through December 31, 2021 (accrual basis)

	FY 22 Budget	YTD Expected Amount	Actual Amount	Budget/Actual Variance	Comments
Revenue:					
Vehicle License Fees	\$1,076,389	\$721,181	\$766,400	\$45,219	Good
Interest	200	100	342	242	Good
Total Revenue	1,076,589	721,281	766,742	45,461	See above
Beginning Fund Balance	154,895	162,960	162,960	-	Actual beginning fund balance - June 30, 2021 audited financial statements
Total Revenue and Beginning Fund Balance	\$1,231,484	\$884,241	\$929,702	\$45,461	
Appropriations:					
Contributions to SAVSA Entities	\$1,052,389	\$705,101	\$680,826	\$24,275	Good
Salaries and Overhead	24,400	-	-	-	Salaries and overhead will be allocated to the program at the end of the fiscal year
Total Appropriations	\$1,076,789	\$705,101	\$680,826	\$24,275	See above
Ending Fund Balance	\$154,695	\$179,140	\$248,876	-	

BUDGET TO ACTUAL ANALYSIS
STA Administration
Fiscal Year-to-Date through December 31, 2021 (accrual basis)

Revenue:

	FY 22 Budget	YTD Expected Amount	Actual Amount	Budget/Actual Variance	Comments
Sales Tax	\$1,058,819	\$529,410	\$636,762	\$107,353	Sales tax revenue up, so allocations for administration were up too
Other	50	25	32	7	Good
Total Revenue	1,058,869	529,435	636,794	107,360	See above
Beginning Fund Balance	1,099,063	1,261,987	1,261,987	-	Actual beginning fund balance - June 30, 2021 audited financial statements
Total Revenue and Beginning Fund Balance	\$2,157,932	\$1,791,422	\$1,898,781	\$107,360	See above

Appropriations:

Salaries and Benefits	\$528,507	\$339,254	\$348,322	(\$9,069)	Salaries and benefits for the SAVSA program are reimbursed at the end of the fiscal year.
Rent	36,258	18,129	31,966	(13,837)	The FSP and SAVSA programs will pay their fair share of the rent at the end of the fiscal year.
Conferences and Travel	4,875	2,438	1,456	982	Good
Insurance	8,288	8,288	13,297	(5,009)	The FSP and SAVSA programs will pay their fair share of the insurance costs at the end of the fiscal year.
Professional Services	157,500	31,500	14,274	17,226	Most budgeted professional services will be paid in the second half of the fiscal year.
ITOC	104,450	47,003	48,012	(1,010)	Good
Other Operating Expenditures	10,400	5,200	2,470	2,730	Good
Total Appropriations	\$850,278	\$451,811	\$459,797	(\$7,987)	see above
Ending Fund Balance	\$1,307,654	\$1,339,611	\$1,438,984	-	



MARCH 10, 2022

AGENDA ITEM # 8

CAPITAL PROJECT STATUS REPORTS – DECEMBER 31, 2021

Action Requested: Receive and File

Key Staff: Timothy Jones, Chief Financial Officer

The Authority is currently under contract for the following 16 capital projects:

1. Caltrans - Interstate 5 Bus and Carpool Lanes
2. Caltrans – US 50 Bus and Carpool Lanes, Phase 2
3. Citrus Heights - Greenback Lane – Sunrise Blvd. to Fair Oaks Blvd.
4. Capital SouthEast Connector
5. Capital SouthEast Connector - Smart Growth Incentive Program
6. County of Sacramento – Bradshaw Road Phase 2
7. County of Sacramento - Folsom Blvd. Watt Ave. to Bradshaw Rd.
8. County of Sacramento - Greenback Lane – Fair Oaks Blvd. to Main
9. County of Sacramento - Hazel Ave. Improvements – US 50 to Folsom Blvd.
10. County of Sacramento - Hazel Ave. Improvements, Phase 1 – US 50 to Madison Ave.
11. County of Sacramento - Madison Ave Improvements – Sunrise Blvd. to Hazel Ave.
12. County of Sacramento - South Watt Ave. Improvements - Route 16
13. County of Sacramento - Sunrise Blvd. Jackson Rd. to Grantline Rd.
14. County of Sacramento - Watt Ave. Improvements – Antelope Road to Business 80
15. Sacramento - Downtown Intermodal Station
16. Sacramento - Interstate 5/Richards Blvd. Interchange Upgrade

Attached, you will find a Capital Project Status report for each project.

Attachment

Measure A Capital Projects Quarterly Status Report



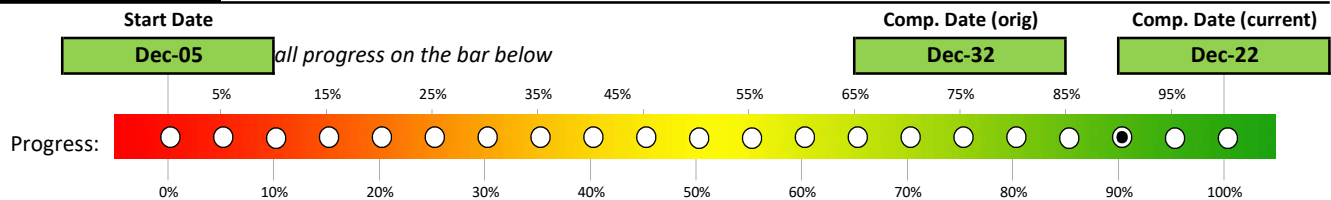
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	California Department of Transportation	Project Mgr:	Jess Avila		
		Contact Info:	530-741-4533		
Project Name:	Interstate 5 Bus & Carpool Lanes				
Sponsor Project ID Number:	03-3C000 and 03-3C001	STA Project ID Number:	A-45-CT		
Original Est. Project Cost:	\$ 188,479,000.00	Current Est. Project Cost:	\$ 125,530,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 3,185,454.00	Projected Spending	3Q:	\$ 1,200,000.00
Previous Contract(s) Spending:	\$ 3,185,454.00		4Q:	\$ 750,000.00
Current Contract Amount:	\$ 30,000,000.00		1Q:	\$
Current Contract Spending:	\$ 20,186,481.37		2Q:	\$ -
Expended This Quarter:	\$ 4,207,900.88			
Total Remaining:	\$ 5,605,617.75	Funds leveraged using local match	\$	332,000,000.00

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Casilada Pedestrian Overcrossing is 99% complete. Continued work on ornamental fence and hand railing. Started work on landings.

Opened a portion of SB HOV lane between Florrin Road and Elk Grove Blvd. Suspended critical path item work on the project. Continued work on non-critical path item work.

Started drilling overhead sign structure foundations.

Completed bid item drainage work in the median at various locations.

Started median barrier demolition, shoulder roadway reconstruction, median concrete barrier construction and drainage modification work between Broadway and Richards Blvd.

Measure A Capital Projects Quarterly Status Report



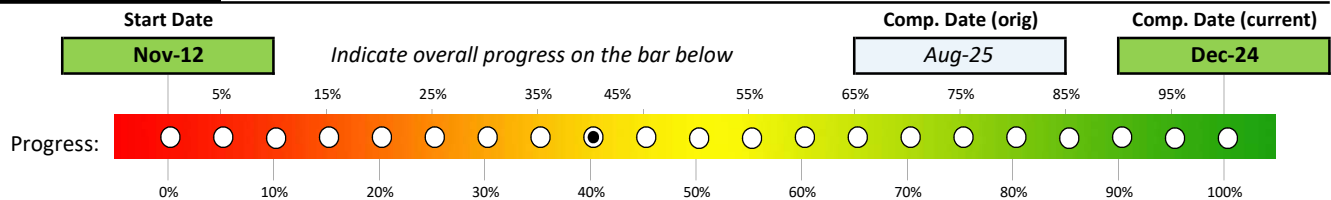
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	California Department of Transportation	Project Mgr:	Jim K Rogers		
		Contact Info:	916-826-6052		
Project Name:	US Highway 50 Bus & Carpool Lanes - phase 2				
Sponsor Project ID Number:	03-3F360/03-0H08U	STA Project ID Number:	A-47-CT		
Original Est. Project Cost:	\$ 68,315,000.00	Current Est. Project Cost:	\$ 147,480,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	15,945,604.00	Projected Spending	3Q:	\$	875,000.00
Previous Contract(s) Spending:		15,310,227.98		4Q:	\$	875,000.00
Current Contract Amount:	\$	12,500,000.00		1Q:	\$	875,000.00
Current Contract Spending:	\$	2,899,477.77		2Q:	\$	875,000.00
Expended This Quarter:	\$	622,880.72				
Total Remaining:	\$	9,613,017.53				
			Funds leveraged using local match	\$	442,000,000.00	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Caltrans District 3 successfully competed and received State funding from the SB1 Gas/Diesel Tax programs under the Solutions for Congested Corridor Program for construction of this HOV Lanes project. The project is utilizing Design-Build instead of traditional Caltrans delivery method of Design-Bid-Build. This will expedite delivery of the project to the travelling public. The HOV lanes project has been combined with the US 50 Rehabilitation project that has already been funded by State Highway Operation and Protection Program (SHOPP).

- Coordination continued with Union Pacific Rail Road.
- Coordination continued with City of Sacramento on adjacent projects, parking impacts and utility work.
- Flatiron West Inc. with their design partner WSP have completed over 98% of the design packages.
- Construction work on soundwalls, retaining walls, bridge widening, drainage and traffic staging are ongoing at a rapid pace.

Measure A Capital Projects Quarterly Status Report



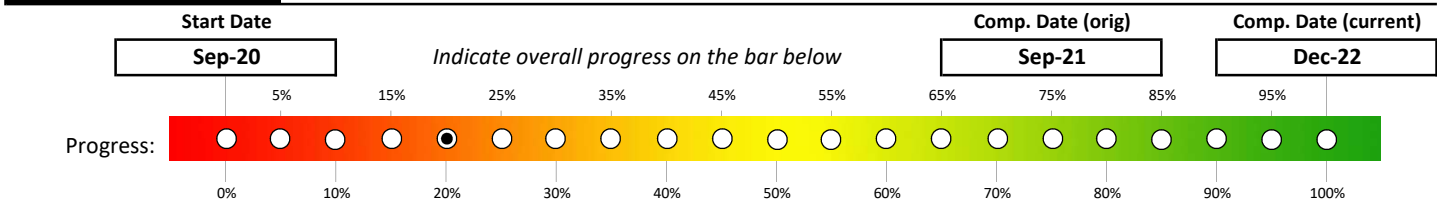
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	Citrus Heights	Project Mgr:	Regina Cave		
		Contact Info:	rcave@citrusheights.net		
Project Name:	Geenback Lane/Sunrise Blvd. to Fair Oaks Blvd.				
Sponsor Project ID Number:	45-20-002	STA Project ID Number:	A-18-CH		
Original Est. Project Cost:	\$ 1,500,000.00	Current Est. Project Cost:	\$ 3,100,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	3Q:	\$ 200,000.00
Previous Contract(s) Spending:	\$ -		4Q:	\$ 400,000.00
Current Contract Amount:	\$ 600,000.00		1Q:	\$
Current Contract Spending:	\$ -		2Q:	\$
Expended This Quarter:	\$ -			
Total Remaining:	\$ 600,000.00	Funds leveraged using local match	\$ 2,500,000.00	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input checked="" type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Advertising for CON and CM/Insp completed in December 2021. Award of contracts scheduled for January 2022, with construction expected to start in March 2022. Coordinating for cost share agreement with Sac County DOT for shared infrastructure items.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **December 31, 2021** Fiscal Year: **2021-22** Reporting Quarter: **2**

Agency: **Capital SouthEast Connector** Project Mgr: **Matt Lampa**
Contact Info: LampaM@SacCounty.net

Project Name: **Capital SouthEast Connector**

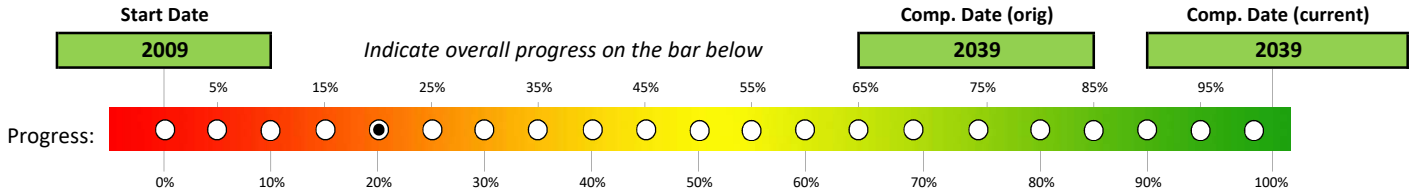
Sponsor Project ID Number: **N/A** STA Project ID Number: **A-16-JP**

Original Est. Project Cost: \$ **1,006,014,000** Current Est. Project Cost: \$ **588,190,000**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	12,788,762.00	Projected Spending	3Q:	\$	1,676,137
Previous Contract(s) Spending:	\$	12,788,762.00		4Q:	\$	1,030,000
Current Contract Amount:	\$	26,640,000.00	1Q:	\$	341,750	
Current Contract Spending:	\$	22,525,711.60	2Q:	\$	250,000	
Expended This Quarter:		1,316,362.89				
Total Remaining:		2,797,925.51	Funds leveraged using local match	\$	150,300,000.00	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|---|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Explanation of activities:

- **Segment A:** A1 - Continued coordination with City on I-5/ Hood Franklin interchange agreements. Prepared Draft NEPA document and submitted to Caltrans. A2 Project construction is ongoing.
- **Segment B:** B2 Project construction is ongoing.
- **Segment C:** Continued coordination w/ the City of Elk Grove on conceptual designs for traffic signal and roundabout alternatives for various intersections along the alignment.
- **Segment D2:** Coordination with SAGOG on programming and MTIP amendment.
- **Segment D3:** D3a Project construction is ongoing. D3b rail crossing planning is ongoing. Preparation of final design construction documents for the Scott Rd realignment.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **December 31, 2021** Fiscal Year: **2021-22** Reporting Quarter: **2**

Agency: **Capital SouthEast Connector** Project Mgr: **Derek Minnema**
 Contact Info: minnemad@saccounty.net

Project Name: **Capital SouthEast Connector**

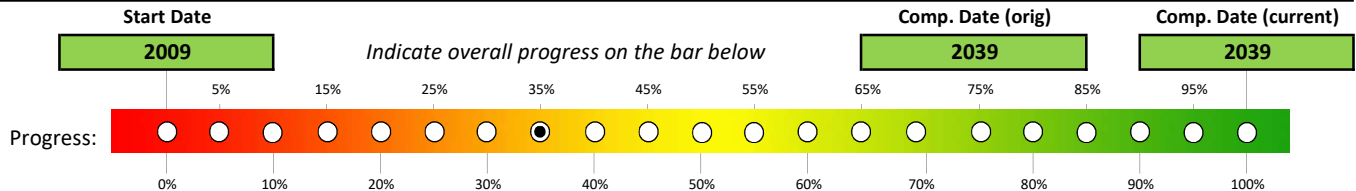
Sponsor Project ID Number: **N/A** STA Project ID Number: **A-16-JPM**

Original Est. Project Cost: \$ **1,006,014,000** Current Est. Project Cost: \$ **588,190,000**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected	3Q:	\$ 2,032,398
Previous Contract(s) Spending:	\$ -		4Q:	\$ 1,366,666
Current Contract Amount:	\$ 5,000,000.00	Spending	1Q:	\$ 900,000
Current Contract Spending:	\$ -		2Q:	\$ -
Expended This Quarter:	700,936.01	Funds leveraged using local match		
Total Remaining:	4,299,063.99	\$ -		

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

Explanation of activities:

- Project environmental mitigation purchased through the South Sacramento Habitat Conservation Plan.
- Evaluation of project environmental impact and mitigation strategies.

The projected spending identified in 1Q is based on the newly awarded Smart Growth Incentive Allocation and Expenditure Contract for Environmental Mitigation.

Measure A Capital Projects Quarterly Status Report



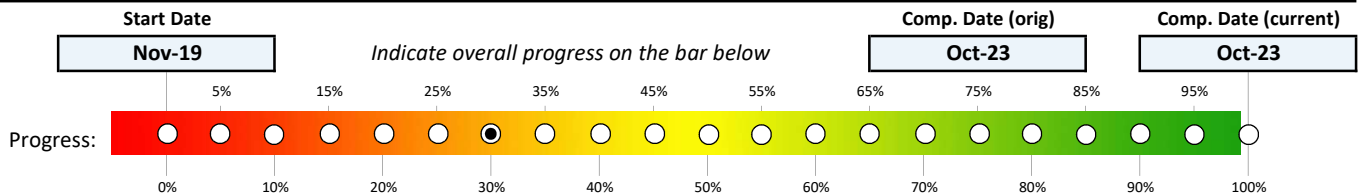
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Jenny Singh, Senior Civil Engineer		
		Contact Info:	(916) 874-6092		
Project Name:	Bradshaw Road Phase 2: Bradshaw Road/Jackson Highway Intersection				
Sponsor Project ID Number:	RF0DGL	STA Project ID Number:	A-08-SC		
Original Est. Project Cost:	\$ 5,300,000.00	Current Est. Project Cost:	\$ 5,300,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	3Q:	\$ 25,000.00
Previous Contract(s) Spending:	\$ -		4Q:	\$ 25,000.00
Current Contract Amount:	\$ 3,300,000.00		1Q:	\$ 160,000.00
Current Contract Spending:	\$ -		2Q:	\$ 160,000.00
Expended This Quarter:	\$ 13,744.48			
Total Remaining:	\$ 3,286,255.52	Funds leveraged using local match	\$ -	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The project intersection improvements is the first work of a larger project. This work will include the widening of the Bradshaw Road at Jackson Road (State Route 16) intersection with a traffic signal modification. The improvements to widen the intersection are to allow the installation of an additional through lane and dual lefts in each direction through the intersection.

The project is currently in the preliminary design and environmental review phase of work. Environmental clearance is anticipated in spring 2022 with the right-of-way acquisition anticipated to begin immediately thereafter.

Measure A Capital Projects Quarterly Status Report



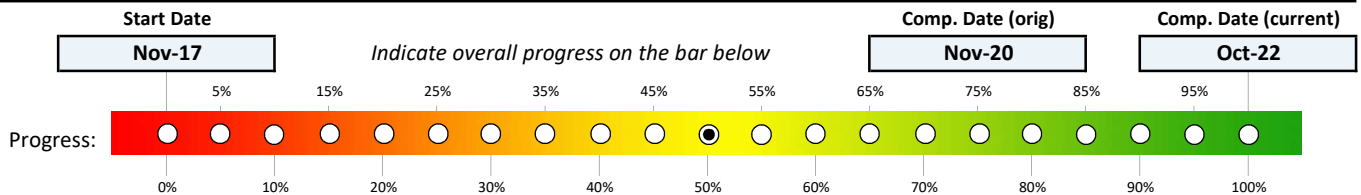
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Spencer Ord, Senior Civil Engineer		
		Contact Info:	(916) 874-6601		
Project Name:	Folsom Boulevard: Watt Avenue to Bradshaw Road				
Sponsor Project ID Number:	RFODGE/STOXEL	STA Project ID Number:	A-13-SC		
Original Est. Project Cost:	\$ 40,698,159.00	Current Est. Project Cost:	\$ 40,698,159.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	3Q:	\$ 100,000.00
Previous Contract(s) Spending:	\$ -		4Q:	\$ 100,000.00
Current Contract Amount:	\$ 9,450,000.00		1Q:	\$ 100,000.00
Current Contract Spending:	\$ 1,009,909.48		2Q:	\$ 100,000.00
Expended This Quarter:	\$ 33,315.21			
Total Remaining:	\$ 8,406,775.31	Funds leveraged using local match	\$ 1,967,390.80	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The California Environmental Quality Act (CEQA) approval for the Mayhew Road to Bradshaw Road segment on Folsom Boulevard was issued in January 2019. The project opened bids on November 4, 2021. Construction is scheduled to begin in early 2022 and anticipated to take one season. Construction completion is tentatively scheduled in October 2022.

Measure A Capital Projects Quarterly Status Report



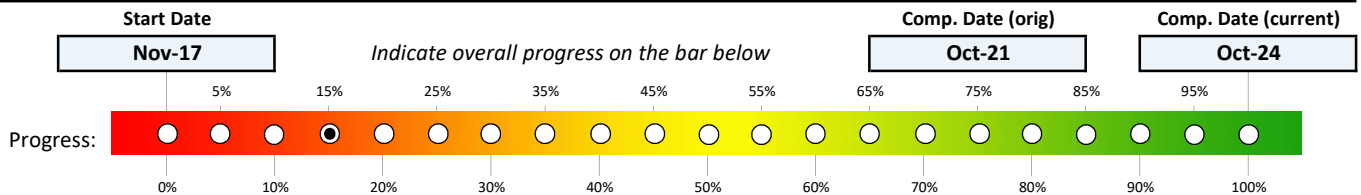
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Tim Stevens, Senior Civil Engineer		
		Contact Info:	(916) 874-6291		
Project Name:	Greenback Lane: Fair Oaks Blvd. to Main Street, Phase I				
Sponsor Project ID Number:	STOXEB	STA Project ID Number:	A-17-SC		
Original Est. Project Cost:	\$ 41,716,000.00	Current Est. Project Cost:	\$ 41,716,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	116,829.91	Projected Spending	3Q:	\$	175,000.00
Previous Contract(s) Spending:	\$	116,829.91		4Q:	\$	175,000.00
Current Contract Amount:	\$	2,500,000.00		1Q:	\$	230,000.00
Current Contract Spending:	\$	274,317.88		2Q:	\$	230,000.00
Expended This Quarter:	\$	8,016.36				
Total Remaining:	\$	2,217,665.76	Funds leveraged using local match	\$	-	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The project limits are Greenback Lane from Chestnut Ave to the Folsom City/Sacramento County Boundary. The work includes sidewalk infill, Americans With Disabilities Act (ADA) improvements (curb ramps and bus stops), Class II bike lanes and streetscape with design and environmental review underway.

Public outreach and community input on the proposed alignment will be solicited through public meetings. The project was presented to the Sacramento County Bicycle Advisory Committee (SacBAC) in March 2021. California Environmental Quality Act (CEQA) clearance was received in January 2021. Further discussions with community stakeholders have taken place this quarter as a part of the preliminary design approval, and updates to the plans are being made to incorporate comments received.

Grant funding was received for a Phase 1 of this project to construct improvements between Chestnut and Walnut. Design is underway with plans at 35% complete and identifying properties that will need right-of-way acquisition. Right-of-way acquisition is anticipated to begin once the preliminary design is approved.

Measure A Capital Projects Quarterly Status Report



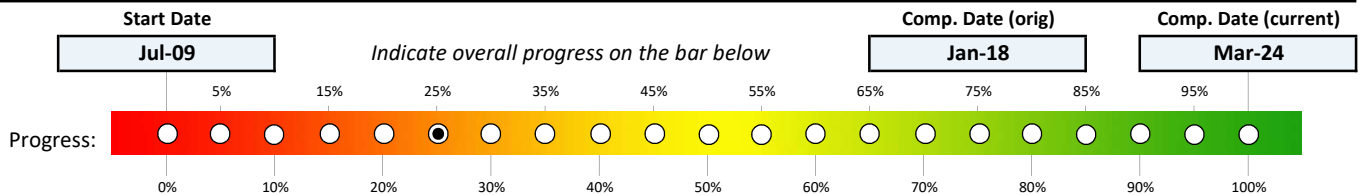
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Tim Stevens, Senior Civil Engineer		
		Contact Info:	(916) 874-6291		
Project Name:	Hazel Avenue: US Highway 50 Interchange and Folsom Blvd Intersection				
Sponsor Project ID Number:	STRL41	STA Project ID Number:	A-23-SC		
Original Est. Project Cost:	\$ 61,268,182.00	Current Est. Project Cost:	\$ 105,000,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	1,679,031.22	Projected Spending	3Q:	\$	250,000.00
Previous Contract(s) Spending:	\$	1,679,031.22		4Q:	\$	250,000.00
Current Contract Amount:	\$	6,953,000.00		1Q:	\$	500,000.00
Current Contract Spending:	\$	253,172.30		2Q:	\$	500,000.00
Expended This Quarter:	\$	-				
Total Remaining:	\$	6,699,827.70	Funds leveraged using local match	\$	-	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The project was on the County Board of Supervisors agenda for certification of the Final Environmental Impact Report/Environmental Assessment (FEIR/EA) and the Board found the FEIR/EA adequate and complete on 9/22/2020. The Notice of Determination was filed on 10/5/2020 and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) completed in 2021. In addition, the Project Report has been completed and approved by Caltrans.

A Request For Qualifications (RFQ) for engineering services was released and one proposal was received. Attempts were made, including re-advertisement, to seek out more candidates, but ultimately only the one bidder proposed and the County proceeded with a sole-source contract that was approved by Caltrans.

Final steps to preparing a contract were made this quarter and the proposed contract is under review by Caltrans. Once the contract is authorized by Caltrans, the consultant will be able to proceed with initial design so the County can begin Rights-of-way acquisitions. The consultant contract for engineering services is expected to be awarded in February 2022.

Measure A Capital Projects Quarterly Status Report



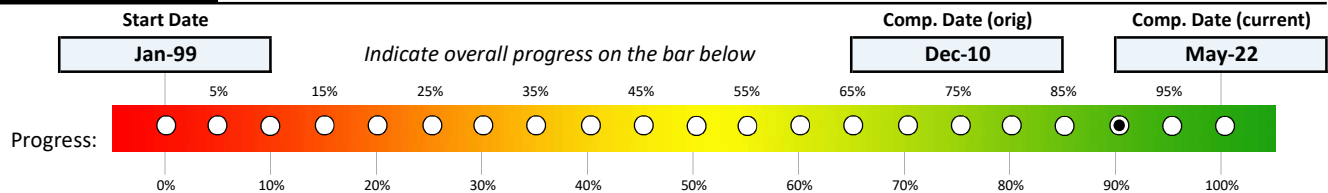
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Tim Stevens, Senior Civil Engineer		
		Contact Info:	(916) 874-6291		
Project Name:	Hazel Avenue: US Highway 50 to Madison Avenue				
Sponsor Project ID Number:	STOXCC;STOXCJ;DV2L43;STRL43	STA Project ID Number:	A-21-SC		
Original Est. Project Cost:	\$ 79,292,680.00	Current Est. Project Cost:	\$ 110,000,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 33,999,043.75	Projected Spending	3Q:	\$ 1,000,000.00
Previous Contract(s) Spending:	\$ 33,999,043.75		4Q:	\$ 1,000,000.00
Current Contract Amount:	\$ 11,287,409.00		1Q:	\$ 150,000.00
Current Contract Spending:	\$ 7,766,649.46		2Q:	\$ 175,000.00
Expended This Quarter:	\$ 819,930.94			
Total Remaining:	\$ 2,700,828.60	Funds leveraged using local match	\$	12,944,163.59

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Hazel Avenue Widening Phase 1, US 50 to Curragh Downs Drive: Construction completed in Spring 2011.

Hazel Avenue Widening Phase 2, Curragh Downs Drive to Sunset Avenue: Construction Completed in July 2018.

Currently Active and Final Phase

Hazel Avenue Widening Phase 3, Sunset Avenue to Madison Avenue: Right of way acquisition is complete for this final phase of project. The project opened bids on August 20, 2020, and the contract was awarded to Teichert. Construction began on November 16, 2020 with joint trench construction for utility relocation and sound wall installation complete. The utility undergrounding was completed this quarter with only a few out-of-service poles left to be removed. Concurrently, the water main was completed and storm drain improvements are nearing completion. The project is scheduled to be completed in June 2022.

Measure A Capital Projects Quarterly Status Report



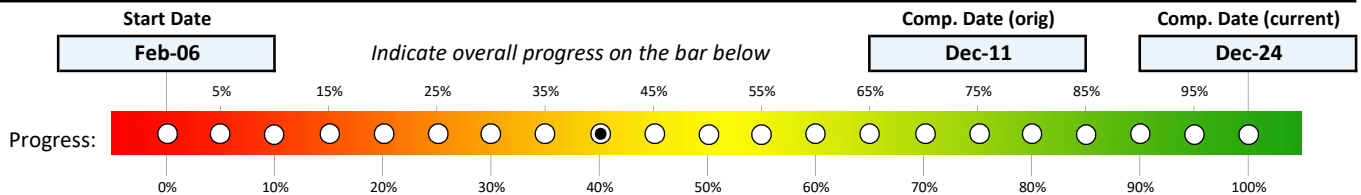
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Jenny Singh, Senior Civil Engineer		
		Contact Info:	(916)874-6291		
Project Name:	Madison Avenue: Sunrise Blvd to Hazel Avenue				
Sponsor Project ID Number:	STOXAG	STA Project ID Number:	A-24-SC		
Original Est. Project Cost:	\$ 19,929,143.00	Current Est. Project Cost:	\$ 28,872,280.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	1,280,274.94	Projected Spending	3Q:	\$	75,000.00
Previous Contract(s) Spending:	\$	1,280,274.94		4Q:	\$	75,000.00
Current Contract Amount:	\$	2,900,000.00		1Q:	\$	250,000.00
Current Contract Spending:	\$	766,076.92		2Q:	\$	250,000.00
Expended This Quarter:	\$	7,932.59				
Total Remaining:	\$	2,125,990.49	Funds leveraged using local match	\$	358,225.73	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The Madison Avenue Improvement Project will construct improvements between Sunrise Boulevard and Hazel Avenue. There will be three lanes westbound and two lanes eastbound west of Kenneth Ave and no lane widening beyond 150 feet east of Kenneth Avenue. The Roadway improvements throughout the project limits will include landscaped medians, sidewalk along both sides of Madison Avenue, separated sidewalks, drainage facilities, pavement overlay, traffic signal modifications, and continuous buffered bike lanes. New signal interconnect will also be installed to provide traffic congestion relief.

This project is currently in preliminary design and environmental review stage. Public outreach and community input on the proposed project will be solicited through public meetings which is expected to occur spring 2022. Right-of-way acquisition process will begin after preliminary design is complete.

Measure A Capital Projects Quarterly Status Report



PROJECT INFO

Quarter Ended: **December 31, 2021** Fiscal Year: **2021-22** Reporting Quarter: **2**

Agency: **County of Sacramento** Project Mgr: **Heather Yee, Senior Civil Engineer**
Contact Info: **(916) 874-9182**

Project Name: **South Watt Ave/Elk Grove-Florin Rd: Folsom Boulevard to Calvin Road**

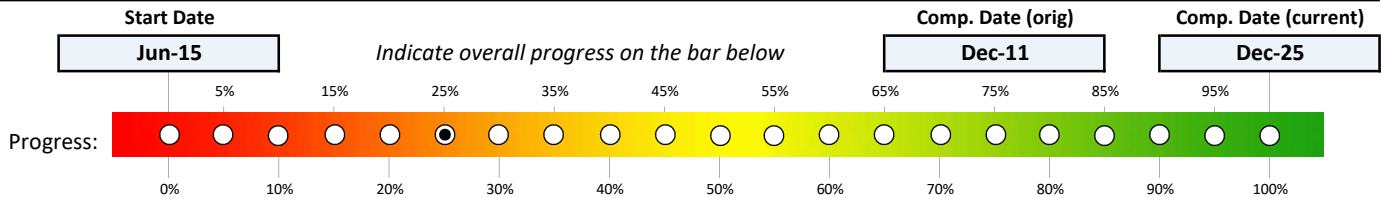
Sponsor Project ID Number: **STOXdG** STA Project ID Number: **A-27-SC**

Original Est. Project Cost: \$ **10,873,412.00** Current Est. Project Cost: \$ **53,000,000.00**

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	3,159,720.99	Projected Spending	3Q:	\$	100,000.00
Previous Contract(s) Spending:	\$	3,159,720.99		4Q:	\$	100,000.00
Current Contract Amount:	\$	7,030,000.00		1Q:	\$	475,000.00
Current Contract Spending:	\$	230,512.11		2Q:	\$	475,000.00
Expended This Quarter:	\$	-				
Total Remaining:	\$	6,799,487.89		Funds leveraged using local match	\$	857,565.22

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Pending or On-Hold
- Design and/or Engineering
- Right-of-Way Acquisition
- Environmental Review
- Planning/Financing/Approval
- Bidding and/or Contracting
- Under Construction
- Completed

Explanation of Activities this Quarter and Additional Notes

The project is currently in the preliminary engineering phase of work. Grant awards in 2020 allowed the extension of the project limits south (from Fruitridge to Florin), tripling its length and cost. An engineering consultant has been under contract since December 2019. Environmental studies for CEQA are complete. The GAD for the ultimate 6-lane configuration is 95% complete. Refinement of the project design is on-going including coordination with stakeholders such as the City of Sacramento, Caltrans, adjacent developers, the Central Valley Flood Protection Board, and Union Pacific Railroad Company. Hydromodification and alternatives on the project are being coordinated.

This project has significant grant funding for the design phase and matching bond funds so the Measure A expenses are minimal at this time, despite substantial work progress. Measure A funds a substantial share of the rights-of-way and construction costs.

Measure A Capital Projects Quarterly Status Report



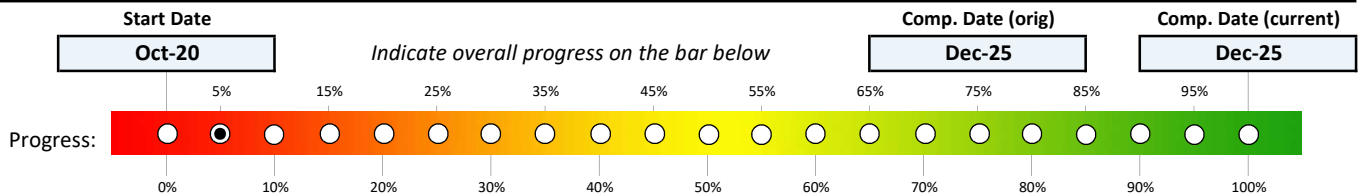
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Melissa Wright, Principal Civil Engineer		
		Contact Info:	(916) 874-6291		
Project Name:	Sunrise Boulevard: Jackson Road to Grant Line Road				
Sponsor Project ID Number:	Not Assigned	STA Project ID Number:	A-31-SC		
Original Est. Project Cost:	\$ 79,763,000.00	Current Est. Project Cost:	\$ 79,763,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	3Q:	\$ 50,000.00
Previous Contract(s) Spending:	\$ -		4Q:	\$ 50,000.00
Current Contract Amount:	\$ 1,250,000.00		1Q:	\$ 56,000.00
Current Contract Spending:	\$ -		2Q:	\$ 56,000.00
Expended This Quarter:	\$ -			
Total Remaining:	\$ 1,250,000.00	Funds leveraged using local match	\$ -	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Not Started | <input type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

The Phase 1 Project includes widening of Sunrise Boulevard between Jackson Hwy and Kiefer Road in the City of Rancho Cordova and includes intersection improvements at Jackson Road at Sunrise Boulevard by the County. The tentative completion date shown in the "Project Status" section of this report is for the Phase 1 Project. The Project is needed by, and requires coordination with the City of Rancho Cordova. The City and County met in February and April 2021 to discuss the City leading the design work at the intersection with their roadway segment and using the County's Measure A funding; Rancho Cordova is developing a reimbursement agreement for this purpose. The City of Rancho Cordova's consultant has begun preliminary design efforts.

Measure A Capital Projects Quarterly Status Report



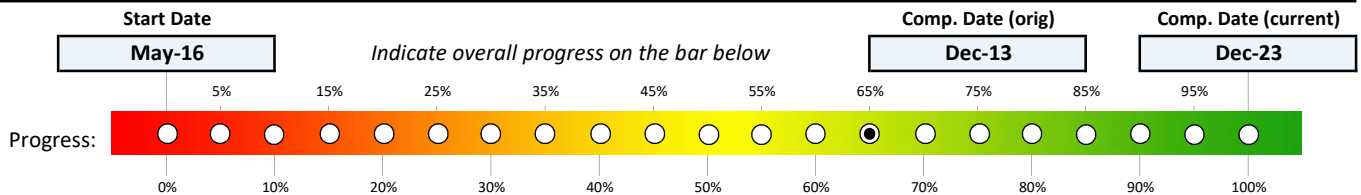
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	County of Sacramento	Project Mgr:	Heather Yee, Senior Civil Engineer		
		Contact Info:	(916) 874-6291		
Project Name:	Watt Avenue: Antelope Road to Capital City Freeway				
Sponsor Project ID Number:	STOXdN	STA Project ID Number:	A-37-SC		
Original Est. Project Cost:	\$ 40,825,817.00	Current Est. Project Cost:	\$ 40,825,817.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$	263,377.50	Projected Spending	3Q:	\$	250,000.00
Previous Contract(s) Spending:	\$	263,377.50		4Q:	\$	250,000.00
Current Contract Amount:	\$	3,345,000.00		1Q:	\$	165,000.00
Current Contract Spending:	\$	707,629.93		2Q:	\$	165,000.00
Expended This Quarter:	\$	23,363.86				
Total Remaining:	\$	2,614,006.21	Funds leveraged using local match	\$	1,003,697.94	
					2	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Not Started | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Project improvements on this corridor are for a segment of Watt Avenue from Interstate 80 to Roseville Road. (Additional funding was secured in November 2020 extending the limits north from Wynona Way to Roseville Road and lengthening the schedule). The preliminary design for this project will evaluate and coordinate a preferred alternative for a complete streets concept that will include sidewalk infill, Americans With Disabilities Act (ADA) improvements (curb ramps and bus stops), Class II bike lanes, and streetscape enhancements.

The California Environmental Quality Act (CEQA) clearance for the entire project area was completed in March 2020. National Environmental Policy Act (NEPA) clearance for the entire project was completed in July 2020. Project remains in right-of-way phase and the design team is refining aspects of roadway design.

Measure A Capital Projects Quarterly Status Report



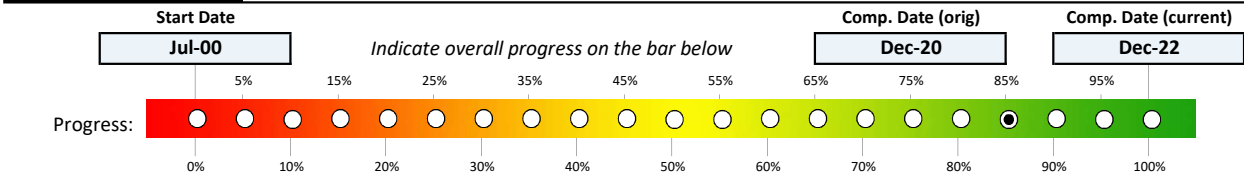
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	City of Sacramento	Project Mgr:	Greg Taylor, Supervising Architect		
		Contact Info:	916-808-5268		
Project Name:	Downtown Intermodal Facility				
Sponsor Project ID Number:	T15029000	STA Project ID Number:	A-38-CS		
Original Est. Project Cost:	\$ 200,000,000.00	Current Est. Project Cost:	\$ 200,000,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ 70,272,500.00	Projected Spending	3Q:	\$ 75,000.00
Previous Contract(s) Spending:	\$ 70,272,500.00		4Q:	\$ 75,000.00
Current Contract Amount:	\$ 20,823,000.00		1Q:	\$ 75,000.00
Current Contract Spending:	\$ 13,362,002.88		2Q:	\$ 75,000.00
Expended This Quarter:	\$ -			
Total Remaining:	\$ 7,460,997.12	Funds leveraged using local match	\$ 101,988,786.00	

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|---|--|
| <input type="checkbox"/> Not Started | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input checked="" type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input checked="" type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

Phase 3 –Spending for minor consultant support services on master plan, city staff administrative and management costs. City staff are in preparation of upcoming state grant funds

Phase 2 - Project Closeout is pending.

SVS New Governance Structure – initial meetings with stakeholders and city staff were convened.

Northbound I-5 Ramp Relocation Study (CIP T15029061) was established for the Interstate 1-5 Northbound Ramp/ 3rd Street Access study. This project was funded with 2020 TIRCP for a Project Study Report for relocating the I-5 Northbound Ramp for improved bus and transit access and lower VMT at SVS. TIRCP funds in the amount of \$500,000 with \$200,000 STA match. Consultants have been selected and Council has taken action to approve.

SVS North Entrance / Railyards Gateway – Under the 2020 TIRCP joint grant application made with the City and the Railyards developer, a new north entrance, consisting of stairs and ramps, will connect the north end of the SVS Tunnel (Steve Cohn Passageway) with a new central plaza in the Central Shops District, and will provide an irrevocable easement from the public street to the entrance for continuous public access to the station. The awarded funds are for construction. City staff have been coordinating the developers design with the SVS Area Plan to ensure continuity with the design and the intentions of the grant funding in March.

Measure A Capital Projects Quarterly Status Report



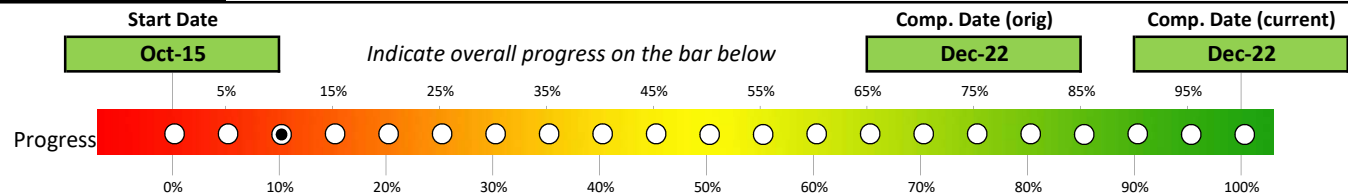
PROJECT INFO

Quarter Ended:	December 31, 2021	Fiscal Year:	2021-22	Reporting Quarter:	2
Agency:	City of Sacramento	Project Mgr:	William Shunk, Senior Engineer		
		Contact Info:	916-808-2986		
Project Name:	Interstate 5/Richards Blvd Interchange Upgrade				
Sponsor Project ID Number:	T15165100	STA Project ID Number:	A-52-CS		
Original Est. Project Cost:	\$ 90,000,000.00	Current Est. Project Cost:	\$ 90,000,000.00		

MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	3Q:	\$	50,000.00
Previous Contract(s) Spending:	\$ -		4Q:	\$	50,000.00
Current Contract Amount:	\$ 3,115,861.73		1Q:	\$	50,000.00
Current Contract Spending:	\$ 415,097.54		2Q:	\$	50,000.00
Expended This Quarter:	\$ 60,931.39				
Total Remaining:	\$ 2,639,832.80	Funds leveraged using local match	\$ 3,098,000.00		

PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- | | | |
|--|---|---|
| <input type="checkbox"/> Not Started | <input checked="" type="checkbox"/> Right-of-Way Acquisition | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed |

Explanation of Activities this Quarter and Additional Notes

This past quarter the project teams conducted a Value Analysis for the interchange and determined some cost savings measures that will be incorporated into the project moving forward. Advanced Planning Studies were re-submitted to Caltrans for review. The traffic model was refined based on comments received from the City and Caltrans with a final traffic report expected in Q1 2022.



MARCH 10, 2022

AGENDA ITEM # 9

REFUNDING OF THE 2012 SERIES BONDS AND CONTRACTS FOR LEGAL SERVICES NECESSARY TO COMPLETE THE TRANSACTION

Action Requested: Authorize Executive Director

Key Staff: Timothy Jones, Chief Financial Officer

Recommendation

- Direct staff and PFM Financial Advisors LLC to proceed with the proposed refunding of the 2012 Series fixed rate bonds
- Authorize the Executive Director to execute a contract with Nossaman LLP for bond disclosure services
- Authorize the Executive Director to execute a contract with Orrick, Herrington, and Sutcliffe for bond legal services

Background Information

One of the four series of outstanding bonds issued by the STA is the Series 2012 fixed rate bonds. These bonds were issued in July 2012 in the amount of \$53.4 million to finance transportation projects approved by voters in 2004. The bonds have a term of 15 years, so they mature in 2028. The STA began paying principle on the bonds in 2017, so the outstanding amount is currently \$30.4 million.

Discussion

STA staff regularly meet with the Authority's financial advisors to assess market conditions to determine if opportunities exist to reduce costs to the Authority's bond program. Interest rates are near historic lows, and we want to take advantage of that to save interest costs. We anticipate saving about \$2 million over the remainder of the term – through 2028. Additionally, the STA has an opportunity to benefit from the release of funds held in a debt service reserve fund. When the bonds were issued, the underwriters required the establishment of a debt service reserve fund held in trust as security for the bonds. That fund currently holds \$5.6 million in funds which will become accessible in October 2022 at the call date. Those funds are desperately needed for the capital improvement program (CIP). To release those funds, the 2012 series bonds need to be refunded.

We are asking the Governing Board to Authorize STA staff to move forward with the process which is expected to take several months. Today's request sets into motion the process, however during the May Board meeting, STA staff and a representative from the Authority's financial advisor, Peter

Shellenberger with PFM Financial Advisors LLC, will provide a market update and present the legal documents needed to complete the transaction which is expected to close in June 2022.

The cost to complete the transaction is estimated to be approximately \$400,000. The breakdown for the major costs is \$125,000 for bond and disclosure legal services, \$125,000 for bond rating agency services (S&P and Fitch), and \$67,000 for financial advisor services. However, since the financial benefits – roughly \$7.6 million – will far exceed the costs - \$400,000 - staff recommends moving forward with the proposed transaction.

To facilitate the legal portion of the transaction, the Authority will need to execute two professional services contracts. Orrick, Herrington, and Sutcliffe have represented the Authority on bond related legal matters since the Measure A program's inception. The firm has provided exceptional service since that time, knows the Authority's program and policies well, therefore ensuring that the Authority's interests are protected. Similarly, Nossaman has represented the Authority regarding bond disclosures (documents that protect the investor) since Measure A's inception. Nossaman too, has provided exceptional service. Therefore, STA staff recommends that the Governing Board approve the professional services contracts for the two firms so that the transaction can move forward as planned to benefit from the best interest rate.

Peter Shellenberger, Managing Director, PFM financial advisors will provide a brief overview of current market conditions and a summary of the proposed transaction.

Peter and I welcome any questions.

Attachments

**AGREEMENT FOR BOND DISCLOSURE
COUNSEL SERVICES**

THIS AGREEMENT is made and entered into this ___ day of March 2022, by and between the **SACRAMENTO TRANSPORTATION AUTHORITY** (hereinafter called "AUTHORITY"), and **NOSSAMAN, LLP** (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 requires the services of **Disclosure Counsel** to assist with the issuance(s) and refinancing of municipal securities backed by sales tax revenues per the Sacramento County Measure A one-half percent transportation sales tax program.

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:

1. SCOPE OF SERVICES

AUTHORITY hereby engages CONSULTANT, and CONSULTANT agrees to provide advice on issuer disclosure obligations, to prepare the official statement(s) and continuing disclosure agreement(s), and to perform other related services legally and materially required, for the issuance(s) or refinancing of debt securitized by future transportation sales tax revenues as set forth in the Measure A Plan of Finance.

2. COMPENSATION

Compensation for services rendered by CONSULTANT under this agreement shall be determined by applying the lump sum amounts or labor rates set forth in Exhibit A to this Agreement, which is incorporated herein by reference. Provided, however, that total compensation under this Agreement shall not exceed eighty-five thousand dollars (\$85,000). For legal services rendered in connection with any of the four (4) transaction categories listed in Exhibit A, AUTHORITY shall pay CONSULTANT the corresponding lump sum fee for each successful sale of securities or execution of a related financial transaction. The lump sum payment shall be paid out of bond proceeds or other available funds at closing of the given transaction. CONSULTANT shall submit an itemized report of costs incurred and work performed in support of the transaction for review and approval by the Executive Director. If the particular transaction, as categorized in Exhibit A, is not successfully completed, no sums shall be due to

CONSULTANT. AUTHORITY shall not pay CONSULTANT at an hourly rate for services rendered in connection with any of the four (4) transaction categories listed in Exhibit A.

If the AUTHORITY develops a particularly complex financing instrument(s) not considered herein, additional compensation may become warranted. Such additional compensation will be set by mutual written agreement of both parties.

For general legal advisory services unrelated to the four (4) transaction categories listed in Exhibit A, AUTHORITY shall compensate CONSULTANT at the hourly charge rates set forth in Exhibit A. CONSULTANT shall provide AUTHORITY with invoices itemizing the tasks performed, the individual who performed the work, and the hours dedicated to each task. Such compensation shall occur no more frequently than monthly.

In addition to the above compensation for legal services, AUTHORITY shall compensate CONSULTANT for the following reimbursable expenses: subcontractors, communication, reproduction of documents, messenger services, transcript preparation and distribution, and travel. CONSULTANT shall submit all receipts and documentation for reimbursable expenses.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK

The time for commencing work under this agreement shall be March 10, 2022. The contract period will end March 9, 2025. AUTHORITY may extend the contract period subject to CONSULTANT'S satisfactory performance of contract terms.

4. 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 only 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 Clause 16, 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.

5. DISPUTES

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.

6. BEST EFFORTS OF CONSULTANT

CONSULTANT agrees to assign primary responsibility for managing the work performed under this Agreement to Barney Allison. CONSULTANT further agrees that assigned personnel, including subcontractors, will at all times 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.

7. 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 of its work will be performed, at a minimum, in accordance with generally accepted professional practices and standards.

8. INDEMNITY AND HOLD HARMLESS

CONSULTANT will 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 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.

9. 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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance:

Coverage shall be written on forms subject to the review and approval of the AUTHORITY in advance of work being performed hereunder.

B. Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- 1.) 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.
- 2.) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3.) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 4.) Professional Liability: \$3,000,000 single limit.

C. Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retention must be declared to and approved by the AUTHORITY in advance of performance of work under this contract.

D. Other Insurance Provisions:

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

- 1.) 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 and professional liability 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. Professional liability coverage shall be placed with a carrier with a current A.M. Best's rating of no less than A VII.

F. Verification of Coverage:

CONSULTANT shall cause its broker to furnish the AUTHORITY with certificates 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 (but not any applications for any such policies even if such applications are attached to and form part of the policy), including endorsements effecting coverage required by these specifications at any time.

All insurance documents shall be submitted to:

Timothy Jones
Chief Financial Officer
Sacramento Transportation Authority
801 12th Street Floor 5
Sacramento, CA 95814-2947

10. 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.

11. COMPLIANCE WITH THE LAW

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.

12. 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.

13. RECORDS

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 three years after final payment to CONSULTANT.

14. SUBCONTRACT AND ASSIGNMENT

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 A (Project Cost Estimate) and shall not assign this Agreement or monies due or to become due, without the prior written consent of the AUTHORITY.

15. 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.

16. 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.

17. 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

Timothy Jones
Chief Financial Officer
Sacramento Transportation Authority
801 12th Street Floor 5
Sacramento, CA 95814-2947

CONSULTANT

Barney Allison
Partner
Nossaman, LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90071

18. 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:

- This Agreement.
- Project Cost Estimate, attached hereto as Exhibit A.

19. 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.

20. 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.

21. COUNTERPARTS TO AGREEMENT

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.

22. SEVERABILITY

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.

23. 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 above written.

SACRAMENTO TRANSPORTATION
AUTHORITY

NOSSAMAN, LLP

BY _____
Sabrina Drago,
Executive Director

BY _____
Barney Allison,
Partner

APPROVED AS TO FORM:

AUTHORITY COUNSEL

Exhibit A

Project Cost Estimate

FEE PROPOSAL per issue	
<i>Component</i>	<i>Proposal</i>
Single series fixed rate sales tax revenue bond note	\$ 37,500
Single series fixed rate sales tax revenue note	\$ 37,500
Single series variable rate sales tax revenue bond or note	\$ 47,000
Bank Facility / Letter of Credit renewal or replacement	\$ 15,000

Hourly Fee Schedule	
<i>Nossaman Professional</i>	<i>Fee</i>
Barney Allison, Partner	\$620
Perry Israel, Senior Tax Attorney	\$600
Paralegal	\$250

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of March 2022, by and between the **SACRAMENTO TRANSPORTATION AUTHORITY** (hereinafter called "AUTHORITY"), and **ORRICK HERRINGTON & SUTCLIFFE, LLP** (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 requires the services of **Bond Counsel** to provide advice and assistance with the issuance of municipal securities backed by sales tax revenues per the Sacramento County Measure A one-half percent transportation sales tax program;

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:

1. SCOPE OF SERVICES

AUTHORITY hereby engages CONSULTANT, and CONSULTANT agrees to prepare, review, and advise AUTHORITY regarding authorizing resolutions, trust indentures, hedging instruments, official statements, validation proceedings, and general financing matters, and to perform other services legally and materially required, for the issuance(s) or refunding or the renewal/replacement of credit facilities related to tax exempt or taxable debt secured by future transportation sales tax revenues as set forth in the Measure A Plan of Finance.

2. COMPENSATION

Compensation for services rendered by CONSULTANT under this Agreement shall be determined by applying the lump sum amounts or labor rates set forth in Exhibit A to this Agreement, which is incorporated herein by reference. Provided, however, that total compensation under this Agreement shall not exceed one hundred ten thousand dollars (\$110,000). For legal services rendered in connection with any of the six (6) transaction categories listed in Exhibit A, AUTHORITY shall pay CONSULTANT the corresponding lump sum fee for each successful sale of securities or execution of a related financial transaction. The lump sum payment shall be paid out of bond proceeds or other available funds at closing of the given transaction. For payments other than a

lump-sum basis, CONSULTANT shall submit an itemized report of costs incurred and work performed in support of the transaction for review and approval by the Executive Director. If the particular transaction, as categorized in Exhibit A, is not successfully completed, for reasons other than abandonment by AUTHORITY, no sums shall be due to CONSULTANT. AUTHORITY shall not pay CONSULTANT at an hourly rate for services rendered in connection with any typical transactions of the six (6) transaction categories listed in Exhibit A.

If the AUTHORITY develops a particularly complex financing instrument(s) not considered herein, additional compensation may become warranted. Such additional compensation will be set by mutual agreement of both parties.

For general legal advisory services unrelated to the six (6) transaction categories listed in Exhibit A, AUTHORITY shall compensate CONSULTANT at the hourly charge rates set forth in Exhibit A. CONSULTANT shall provide AUTHORITY with invoices itemizing the tasks performed, the individual who performed the work, and the hours dedicated to each task. The CONSULTANT shall be entitled to bill fees (together with expenses) on a monthly basis. Invoices shall be payable by AUTHORITY within 30 days of receipt.

In addition to the above compensation for legal services, AUTHORITY shall compensate CONSULTANT for the following reimbursable expenses: subcontractors, communication, reproduction of documents, messenger services, transcript preparation and distribution, and travel. CONSULTANT shall submit itemized descriptions for reimbursable expenses.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK

The time for commencing work under this Agreement shall be March 10, 2022. The contract period will end March 9, 2023. AUTHORITY may extend the contract period subject to CONSULTANT'S satisfactory performance of contract terms.

4. 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 only 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, 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.

5. DISPUTES

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.

6. BEST EFFORTS OF CONSULTANT

CONSULTANT agrees to assign primary responsibility for managing the work performed under this Agreement to Jenna Magan. CONSULTANT further agrees that assigned personnel, including subcontractors, will at all times 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.

7. 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 of its work will be performed, at a minimum, in accordance with generally accepted professional practices and standards.

8. INDEMNITY AND HOLD HARMLESS

CONSULTANT will 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, or causes of action ("claims") for property damage, or personal injury, including death, including reasonable attorney's fees, consultant and expert witness fees, and cost of litigation, to the extent arising from the negligent acts or omissions of CONSULTANT but not including claims arising from the negligence or willful misconduct of the AUTHORITY. Acceptance of insurance certificates required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause.

This indemnification for property damage and personal injury is distinct from CONSULTANT'S obligation to provide legal services in accordance with generally accepted professional practices and standards.

Notwithstanding the foregoing, nothing herein or otherwise shall a) extend the period before which a statute of limitation for attorney malpractice shall run beyond those which would apply without regard to this Agreement or b) expand the standard of care applicable

under this Agreement beyond the standard of care generally applicable to attorneys in the State of California.

9. 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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

- 1.) 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:

Consultant shall maintain limits no less than:

- 1.) 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.
- 2.) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3.) Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.
- 4.) Professional Liability: \$3,000,000 single limit.

C. Other Insurance Provisions:

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

- 1.) 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.

D. 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.

E. Verification of Coverage:

CONSULTANT shall furnish the AUTHORITY with original certificate and amendatory endorsements effecting coverage required by this clause
All insurance documents shall be submitted to:

Timothy Jones
Chief Financial Officer
Sacramento Transportation Authority
801 12th Street Floor 5
Sacramento, CA 95814

F. 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.

10. 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.

11. COMPLIANCE WITH THE LAW

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.

12. 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.

13. NATURE OF ENGAGEMENT; RELATIONSHIPS WITH OTHER PARTIES.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique roles of such counsel, and reliance thereon by the public finance market, CONSULTANT'S role under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services, CONSULTANT will act as special counsel to AUTHORITY; i.e., CONSULTANT will assist the AUTHORITY'S general counsel in representing AUTHORITY but only with respect to validity of any securities, the major legal documents and the tax status of interest on any securities.

AUTHORITY acknowledges that CONSULTANT regularly performs legal services for many private and public entities in connection with a wide variety of matters, including acting as bond counsel to some of the Authority's member entities. For example, CONSULTANT has represented, is representing, or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, and others who may have a role or interest in the Bond financing that may be involved with or adverse to AUTHORITY in this or some other matter. CONSULTANT agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of AUTHORITY. Given the special, limited role of Bond Counsel described above, AUTHORITY acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any other such attorney-client relationship that CONSULTANT may have had, have, or enter into, and AUTHORITY specifically consents to any and all such relationships.

14. SUBCONTRACT AND ASSIGNMENT

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 A (Project Cost Estimate) and shall not assign this Agreement or monies due or to become due, without the prior written consent of the AUTHORITY.

15. ACKNOWLEDGMENT

CONSULTANT AND AUTHORITY acknowledge that AUTHORITY has AUTHORITY'S general counsel to render day-to-day and ongoing general legal services. CONSULTANT shall circulate documents to and coordinate its services with AUTHORITY's general counsel to the extent requested by AUTHORITY or AUTHORITY'S general counsel. CONSULTANT shall be entitled to assume the AUTHORITY'S general counsel has reviewed all documents and matters submitted to the AUTHORITY for adoption or approval or to the officers of the AUTHORITY for execution prior to such adoption, approval, or execution.

In rendering opinions and performing legal services under this Agreement, CONSULTANT shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the AUTHORITY without independent investigation or verification.

CONSULTANT'S services do not include representation of the AUTHORITY in any litigation or other legal or administrative proceeding. Additionally, CONSULTANT'S services do not include any responsibility for the preparation or content or dissemination of the preliminary or final official statements (other than preparation of summaries of the major legal documents and the portion of the opinion to be rendered by CONSULTANT concerning certain tax matters), the bond purchase contracts and the continuing disclosure agreements or the preparation, negotiation, content or validity of any investment agreement (other than review for compliance with federal tax requirements related to the tax-exempt nature of interest on the tax-exempt bonds). CONSULTANT'S services also do not include any responsibility for compliance with federal or state securities laws, state blue sky, environmental, land use, real estate, any tax laws (except as required for tax-exemption of the tax-exempt bonds), insurance or similar laws or matters. CONSULTANT'S services do not include any financial advice or analysis.

16. 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.

17. 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

Timothy Jones
Chief Financial Officer
Sacramento Transportation Authority
801 12th Street Floor 5
Sacramento, CA 95814

CONSULTANT

Jenna Magan
Partner
Orrick Herrington & Sutcliffe, LLP
405 Howard Street
San Francisco, CA 94105-2669

18. 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:

- This Agreement.
- Project Cost Estimate, attached hereto as Exhibit A.

19. 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.

20. 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.

21. COUNTERPARTS TO AGREEMENT

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.

22. SEVERABILITY

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.

23. 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 above written.

SACRAMENTO TRANSPORTATION
AUTHORITY

ORRICK HERRINGTON &
SUTCLIFFE, LLP

BY _____
Sabrina Drago
Executive Director

BY _____
Jenna Magan
Partner

APPROVED AS TO FORM:

AUTHORITY COUNSEL

Exhibit A

Project Cost Estimate

FEE PROPOSAL per issue	
<i>Component</i>	<i>Proposal</i>
Single series fixed rate sales tax revenue bond	\$ 85,000
Single series variable rate sales tax revenue bond	\$ 95,000
Bank Facility / Letter of Credit renewal	\$ 25,000
Bank Facility / Letter of Credit replacement	\$ 40,000
Swap Agreement amendment	\$ 40,000
Swap Agreement termination	\$ 5,000

**Blended Hourly Fee Schedule for
Orrick Attorneys: \$710**



MARCH 10, 2022

AGENDA ITEM # 10

SMART GROWTH INCENTIVE PROGRAM ALLOCATION AND EXPENDITURE CONTRACTS

Action Requested: Approve

Key Staff: Timothy Jones, Chief Financial Officer

Recommendation

Approve four-year allocation and expenditure contracts totaling \$5.5 million from Smart Growth Incentive Program (SGIP) funds as a local match for SACOG's Community Design Grant Program.

Background Information

In October 2020, the STA Governing Board approved a strategy for implementing the first phase of funding for the SGIP as authorized in the Measure A Expenditure Plan to allow recipient agencies to participate in the current cycle of the SACOG Community Design Grant Program. The amount approved was \$5.5 million.

Section XI of Exhibit A (Expenditure Plan) of Ordinance NO. STA 04-01 requires that 15% of the revenues collected from new development (Sacramento Countywide Transportation Mitigation Fee Program or SCTMFP) shall be available to local jurisdictions on a competitive basis for projects that meet certain smart growth objectives.

Section XI also requires the program to be administered by the Authority and to take into account the SACOG Community Design Grant funding program. The program further includes planning, development, and acquisition of the Cosumnes River Permanent Open Space Preserve for the Capital SouthEast Connector Project and/or any other environmental mitigation needed to offset impacts from that project consistent with the adjacent local jurisdictions' land use planning documents and processes. Funding for this component of the program in the amount of \$5 million was approved by the STA Governing Board in June 2021.

Current estimates of funding from the SCTMFP are \$180 million for the Measure A program period, significantly lower than the originally projected \$488 million. The lower estimate results in an availability of \$27 million (\$180 million x 15%) for the SGIP which could increase if more fee revenues are realized over the life of Measure A. The Community Design Grant Program offers a significant opportunity to leverage additional funding for STA member agencies with matching money provided through the SGIP.

Discussion

The SCTMFP is expected to generate a total of \$68 million from program inception in 2009 through the end of this fiscal year – June 30, 2022. The Ordinance requires that 15% of the fees generated by the program be allocated to the SGIP or \$10.2 million (\$68 million x 15%). To fulfill this voter approved requirement, the Authority has committed a total of \$10.5 million to the SGIP program.

Given that \$5 million in SGIP funding is already under contract with the Capital SouthEast Connector, \$5.5 million approved by the Authority in October 2020 needs to be committed through contracts. These dollars were leveraged to generate an additional \$31 million in state and federal funding, solidifying the importance of local funding. STA staff has been working with our counterparts at SACOG and with input from Measure A recipient agencies to identify the agencies, projects, and funding for the current Community Design Grant Program funding. Following is a summary of the agreed upon allocations by agency and project:

- City of Sacramento – total allocation for four projects \$1,887,000
 - Broadway Complete Street - \$750,000
 - Envision Broadway in Oak Park - \$237,000
 - Franklin Blvd. Complete Street - \$750,000
 - Stockton Blvd. Complete Street - \$150,000
- City of Citrus Heights –
 - Auburn Blvd. Complete Street - \$676,000
- City of Galt
 - Kost Rd. Improvement at UPRR - \$45,000
- City of Rancho Cordova
 - Chase Dr. – American River Parkway Connect - \$788,000
- Sacramento County – total allocation for two projects \$1,296,000
 - Greenback Ln. Complete Street Phase 1 - \$783,000
 - Arden Way Complete Street Phase 2 - \$513,000
- Sacramento Regional Transit District
 - Sacramento Valley Station Loop Stations - \$808,000

Attached to this report are the six allocation and expenditure contracts that commit funding to the Authority's SGIP partners to complete the above projects over the next four years.

Attachments

CONTRACT STA-22-AE-001

**ALLOCATION AND EXPENDITURE CONTRACT FOR THE
CITY OF SACRAMENTO USING FUNDS FROM THE SMART GROWTH
INCENTIVE PROGRAM**

This Contract is made as of _____, 2022 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as “Authority”, and the City of Sacramento, herein called “Entity.”

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Entity of Sacramento Countywide Transportation Mitigation Fee (SCTMFP) revenue as required in the Measure A Transportation Expenditure Plan under the Smart Growth Incentive Program (SGIP). Local funding shall be used to leverage additional funds under SACOG’s Community Design Grant Program.
 - b. Set forth Entity’s obligations with respect to the receipt and expenditure thereof.
2. Description of the Projects. The four projects related to this Contract are:
 - a. BROADWAY COMPLETE STREET - In Sacramento, on Broadway between 3rd Street and 24th Street: Complete street improvements, including the reduction from four to two travel lanes with two-way left turn lane and the installation of bicycle facilities, pedestrian improvements, signal modifications and streetscape enhancements.
 - b. ENVISION BROADWAY IN OAK PARK - In Sacramento, on Broadway between State Route 99 and Martin Luther King Jr. Boulevard: Complete street improvements, including lane reduction (road diet), buffered Class II bicycle lanes, signal improvements, and pedestrian crossings.
 - c. FRANKLIN BLVD. COMPLETE STREET - In Sacramento, on Franklin Boulevard between Sutterville Road and 32nd Avenue: Complete street improvements,

including the reduction from four to two travel lanes with center two-way left-turn lane and on-street parking as appropriate, the construction of curb, gutter, and sidewalk, and the installation of Class IV protected bikeways, pedestrian-scale lighting, and landscaping.

d. STOCKTON BLVD. COMPLETE STREET – In Sacramento, on Stockton Boulevard between Alhambra Boulevard and 32nd Avenue: Complete street improvements, including segments with lane reductions (road diet), bike lanes, widening for shared-use bicycle and pedestrian paths, shared bus/bike lanes, new signals and signal modifications, and crossing modifications.

3. Definitions. 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” means Sacramento Transportation Authority Ordinance No. STA 04-01.

d. “Expenditure Plan” means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.

4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$1,887,000** for expenditures associated with the Entity’s implementation of improvements as defined in section 2 of this contract. This contract expires June 30, 2026 at which time no additional funds will be provided.

The recipient agency is dependent on the Sacramento Area Council of Governments (SACOG) to program federal or state funds for the project. Depending on the year or years for which SACOG programs the state or federal funds, an extension to the contract expiration date may be necessary.

5. Compliance. The use and expenditure of 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. 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. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.
- c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.
- d. 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 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.

7. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Disbursements shall become available immediately upon execution of Contract but no later than June 30, 2026.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- 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.
- c. At least annually, at the request of the STA Executive Director, a representative from the entity shall provide a status report for each project funded under this agreement during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. 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.
- b. 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 projects or programs.

10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

11. Indemnity and Hold Harmless. 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.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**SACRAMENTO TRANSPORTATION
AUTHORITY**

CITY OF SACRAMENTO

SABRINA DRAGO, Executive Director

Date

Date

CONTRACT STA-22-AE-002

**ALLOCATION AND EXPENDITURE CONTRACT FOR THE
CITY OF GALT USING FUNDS FROM THE SMART GROWTH
INCENTIVE PROGRAM**

This Contract is made as of _____, 2022 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as “Authority”, and the City of Galt, herein called “Entity.”

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Entity of Sacramento Countywide Transportation Mitigation Fee (SCTMFP) revenue as required in the Measure A Transportation Expenditure Plan under the Smart Growth Incentive Program (SGIP). Local funding shall be used to leverage additional funds under SACOG’s Community Design Grant Program.
 - b. Set forth Entity’s obligations with respect to the receipt and expenditure thereof.

2. Description of the Project.

KOST ROAD IMPROVEMENTS AT UPRR - This request will provide funding for the preliminary engineering, environmental, and right of way phases of this project. The project will improve the Kost Rd crossing with the UPRR tracks. It will widen the existing roadway to conform to the adjacent roadway cross sections to allow for bicycle and pedestrian connectivity. The project will address safety issues for all modes of travel that were identified in a Diagnostic Meeting with City, UPRR and CPUC staff.

3. Definitions. 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" means Sacramento Transportation Authority Ordinance No. STA 04-01.
 - d. "Expenditure Plan" means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.
4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$45,000** for expenditures associated with the Entity's implementation of improvements as defined in section 2 of this contract. This contract expires June 30, 2026 at which time no additional funds will be provided.

The recipient agency is dependent on the Sacramento Area Council of Governments (SACOG) to program federal or state funds for the project. Depending on the year or years for which SACOG programs the state or federal funds, an extension to the contract expiration date may be necessary.

5. Compliance. The use and expenditure of 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. 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. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.

- c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.
- d. 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 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.

7. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Disbursements shall become available immediately upon execution of Contract but no later than June 30, 2026.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- 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.
- c. At least annually, at the request of the STA Executive Director, a representative from the entity shall provide a status report for each project funded under this agreement during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. 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.
 - b. 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 projects or programs.
10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.
11. Indemnity and Hold Harmless. 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.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**SACRAMENTO TRANSPORTATION
AUTHORITY**

CITY OF GALT

SABRINA DRAGO, Executive Director

Date

Date

CONTRACT STA-22-AE-003

ALLOCATION AND EXPENDITURE CONTRACT FOR THE CITY OF CITRUS HEIGHTS USING FUNDS FROM THE SMART GROWTH INCENTIVE PROGRAM

This Contract is made as of _____, 2022 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as “Authority”, and the City of Citrus Heights, herein called “Entity”.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Entity of Sacramento Countywide Transportation Mitigation Fee (SCTMFP) revenue as required in the Measure A Transportation Expenditure Plan under the Smart Growth Incentive Program (SGIP). Local funding shall be used to leverage additional funds under SACOG’s Community Design Grant Program.
 - b. Set forth Entity’s obligations with respect to the receipt and expenditure thereof.
2. Description of the Project.

AUBURN BLVD. COMPLETE STREET

- Underground overhead utility lines
- Install bicycle lanes and wide sidewalks
- Upgrade traffic signals to meet current standards
- Increase safety and visibility through decorative street lighting
- Beautify the corridor with new landscaping and trees
- Replace old storm drain infrastructure
- Install a new asphalt layer for smooth driving
- Enhance transit stops for ADA compliance
- Provide a unique identity through the use of a welcome gateway structure

3. Definitions. 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” means Sacramento Transportation Authority Ordinance No. STA 04-01.
 - d. “Expenditure Plan” means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.
4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$676,000** for expenditures associated with the Entity’s implementation of improvements as defined in section 2 of this contract. This contract expires June 30, 2026 at which time no additional funds will be provided.

The recipient agency is dependent on the Sacramento Area Council of Governments (SACOG) to program federal or state funds for the project. Depending on the year or years for which SACOG programs the state or federal funds, an extension to the contract expiration date may be necessary.

5. Compliance. The use and expenditure of 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. 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. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.
- c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.
- d. 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 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.

7. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Disbursements shall become available immediately upon execution of Contract but no later than June 30, 2026.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- 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.

- c. At least annually, at the request of the STA Executive Director, a representative from the entity shall provide a status report for each project funded under this agreement during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. 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.
- b. 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 projects or programs.

10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

11. Indemnity and Hold Harmless. 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.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**SACRAMENTO TRANSPORTATION
AUTHORITY**

CITY OF CITRUS HEIGHTS

SABRINA DRAGO, Executive Director

Date

Date

CONTRACT STA-22-AE-004

ALLOCATION AND EXPENDITURE CONTRACT FOR THE CITY OF RANCHO CORDOVA USING FUNDS FROM THE SMART GROWTH INCENTIVE PROGRAM

This Contract is made as of _____, 2022 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as "Authority", and the City of Rancho Cordova, herein called "Entity".

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Entity of Sacramento Countywide Transportation Mitigation Fee (SCTMFP) revenue as required in the Measure A Transportation Expenditure Plan under the Smart Growth Incentive Program (SGIP). Local funding shall be used to leverage additional funds under SACOG's Community Design Grant Program.
 - b. Set forth Entity's obligations with respect to the receipt and expenditure thereof.
2. Description of the Project.

CHASE DRIVE – AMERICAN RIVER PARKWAY CONNECT - American River Parkway Connection Project will provide a critical, high-quality active transportation connection along Chase Drive. The project will design and construct a Class I multiuse path along the east side of the roadway from the Chase/Coloma Plaza to the spur trail connecting to the American River Parkway. High visibility crosswalks will be added at Rinda Drive to enhance safety for student access to Mills Middle School and Cordova High School. New curb, gutter, and parkway landscaping with pedestrian-level lighting will be constructed between the Class I path and the roadway. Low Impact Development features will also be included in compliance with the Sacramento Stormwater Quality Design Manual. The project will provide a regional non-motorized route and support housing, education, recreation, and park/agricultural land uses along the corridor.

3. Definitions. 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” means Sacramento Transportation Authority Ordinance No. STA 04-01.
 - d. “Expenditure Plan” means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.
4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$788,000** for expenditures associated with the Entity’s implementation of improvements as defined in section 2 of this contract. This contract expires June 30, 2026 at which time no additional funds will be provided.

The recipient agency is dependent on the Sacramento Area Council of Governments (SACOG) to program federal or state funds for the project. Depending on the year or years for which SACOG programs the state or federal funds, an extension to the contract expiration date may be necessary.

5. Compliance. The use and expenditure of 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. 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. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.
- c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.
- d. 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 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.

7. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Disbursements shall become available immediately upon execution of Contract but no later than June 30, 2026.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- 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.

- c. At least annually, at the request of the STA Executive Director, a representative from the entity shall provide a status report for each project funded under this agreement during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. 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.
- b. 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 projects or programs.

10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

11. Indemnity and Hold Harmless. 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.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**SACRAMENTO TRANSPORTATION
AUTHORITY**

CITY OF RANCHO CORDOVA

SABRINA DRAGO, Executive Director

Date

Date

CONTRACT STA-22-AE-005

**ALLOCATION AND EXPENDITURE CONTRACT FOR THE
COUNTY OF SACRAMENTO USING FUNDS FROM THE SMART GROWTH
INCENTIVE PROGRAM**

This Contract is made as of _____, 2022 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as "Authority", and the County of Sacramento, herein called "Entity".

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Entity of Sacramento Countywide Transportation Mitigation Fee (SCTMFP) revenue as required in the Measure A Transportation Expenditure Plan under the Smart Growth Incentive Program (SGIP). Local funding shall be used to leverage additional funds under SACOG's Community Design Grant Program.
 - b. Set forth Entity's obligations with respect to the receipt and expenditure thereof.
2. Description of the Projects.
 - a. GREENBACK LANE COMPLETE STREET PHASE 1 – Install bike lanes, infill and separated sidewalks, ADA upgrades including curb ramps, traffic signal modifications including bicycle detection, bus stop and transit access improvements and landscape improvements including raised/landscaped medians. Project includes signalization of Chestnut Avenue/Greenback Lane intersection and undergrounding overhead utilities.
 - b. ARDEN WAY COMPLETE STREET PHASE 2 – Improvements on Arden Way from Fulton Avenue to Morse Avenue. Includes installing bikeways, sidewalk and ADA upgrades, bus turnouts, and landscaping.
3. Definitions. 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" means Sacramento Transportation Authority Ordinance No. STA 04-01.
 - d. "Expenditure Plan" means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.
4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$1,296,000** for expenditures associated with the Entity's implementation of improvements as defined in section 2 of this contract. This contract expires June 30, 2026 at which time no additional funds will be provided.

The recipient agency is dependent on the Sacramento Area Council of Governments (SACOG) to program federal or state funds for the project. Depending on the year or years for which SACOG programs the state or federal funds, an extension to the contract expiration date may be necessary.

5. Compliance. The use and expenditure of 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. 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. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.

- c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.
- d. 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 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.

7. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Disbursements shall become available immediately upon execution of Contract but no later than June 30, 2026.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- 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.
- c. At least annually, at the request of the STA Executive Director, a representative from the entity shall provide a status report for each project funded under this agreement during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. 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.
 - b. 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 projects or programs.
10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.
11. Indemnity and Hold Harmless. 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.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**SACRAMENTO TRANSPORTATION
AUTHORITY**

COUNTY OF SACRAMENTO

SABRINA DRAGO, Executive Director

Date

Date

CONTRACT STA-22-AE-006

ALLOCATION AND EXPENDITURE CONTRACT FOR THE SACRAMENTO REGIONAL TRANSIT DISTRICT USING FUNDS FROM THE SMART GROWTH INCENTIVE PROGRAM

This Contract is made as of _____, 2022 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as “Authority”, and the Sacramento Regional Transit District, herein called “Entity”.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
 - a. Provide for the transfer by the Authority to Entity of Sacramento Countywide Transportation Mitigation Fee (SCTMFP) revenue as required in the Measure A Transportation Expenditure Plan under the Smart Growth Incentive Program (SGIP). Local funding shall be used to leverage additional funds under SACOG’s Community Design Grant Program.
 - b. Set forth Entity’s obligations with respect to the receipt and expenditure thereof.
2. Description of the Projects.

SACRAMENTO VALLEY STATION LOOP - Complete the Project Development including environmental and design work associated with the Sacramento Valley Station Loop- Station Realignment. Light rail service is currently provided by a single track through most of the Sacramento Rail Yard project area, including the current SVS station. This project is part of the larger project that will double and realign the light rail tracks in the area between the intersection of H Street and 7th Street and Township 9 which will allow trains to pass each other travelling in different directions which will enable the provision of high frequency (15 minute or better) service to a growing and underserved part of Sacramento. Specifically, this project will include the realignment and relocation of the SVS light rail station and a new station at Railyards Boulevard both of which will be able to accommodate bi-directional traffic and the new low-floor light rail vehicles that will be delivered to the

Sacramento Region over the next few years. In the future, track will be extended north of Sacramento to provide quality transit to various communities and eventually provide a vital connection to Sacramento International Airport.

3. Definitions. 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” means Sacramento Transportation Authority Ordinance No. STA 04-01.
 - d. “Expenditure Plan” means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.
4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$808,000** for expenditures associated with the Entity’s implementation of improvements as defined in section 2 of this contract. This contract expires June 30, 2026 at which time no additional funds will be provided.

The recipient agency is dependent on the Sacramento Area Council of Governments (SACOG) to program federal or state funds for the project. Depending on the year or years for which SACOG programs the state or federal funds, an extension to the contract expiration date may be necessary.

5. Compliance. The use and expenditure of 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. 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. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.
- c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.
- d. 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 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.

7. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Disbursements shall become available immediately upon execution of Contract but no later than June 30, 2026.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- 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.
- c. At least annually, at the request of the STA Executive Director, a representative from the entity shall provide a status report for each project funded under this agreement during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. 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.
- b. 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 projects or programs.

10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

11. Indemnity and Hold Harmless. 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.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**SACRAMENTO TRANSPORTATION
AUTHORITY**

**SACRAMENTO REGIONAL TRANSIT
DISTRICT**

SABRINA DRAGO, Executive Director

Date

Date



MARCH 10, 2022

AGENDA ITEM # 11

**SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY PROGRAM –
RENEWAL 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. Additionally, the Board directed staff to simultaneously continue working with Legislative Members to continue the SAVSA program through a legislative bill instead of a tax measure.

Discussion

Staff has the following updates on the continuing efforts to renew the SAVSA program.

Legislative Bill. Staff met with office members of both Senator Pan and Assemblymember Fong. Ultimately, both offices chose not to support an Abandoned Vehicle Abatement (AVA) bill due to limited capacity of their already large agenda and conflict with previous legislative initiatives. Senator Pan's office did take the time to submit the AVA bill proposal to the Legislative legal department who drafted an "unbacked" bill for our use on future legislative opportunities. At this time staff has exhausted all leads for possible legislative action.

Tax Measure. Staff is pleased to report the proposed tax measure met the first approval requirements of a two-thirds vote by the Sacramento County Board of Supervisors, and a majority of the cities having a majority of the incorporated population within the Sacramento County.

At the time of this report, Staff is finalizing the mandatory documents for a measure submission to the County of Sacramento Elections Office prior to the March 11th deadline.

Public Education & Outreach. The FSB Public Affairs (FSB) contract for SAVSA public education and outreach was approved at the January Board meeting. Staff and the FSB team quickly began

planning best options for creating program awareness and education including a strategic timeline, messaging, media design (digital, outdoor and print) and designated informational webpage. Item 12 of this agenda is an FSB presentational update of the work completed to date.



MARCH 10, 2022

AGENDA ITEM # 12

**SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY—
PUBLIC EDUCATION AND OUTREACH STATUS REPORT**

Action Requested: Receive and File

Key Staff: Jennifer Doll, Special Programs Manager

Background Information

During the December 2021 Sacramento Abandon Vehicle Service Authority (SAVSA) Governing Board meeting, staff was authorized to execute a public education and outreach contract with FSB Public Affairs (FSB). FSP in coordination with SAVSA staff are tasked with creating program awareness prior to the June 7th election which will include a proposed Tax Measure to renew the SAVSA program beyond its expiration April 30, 2022.

Discussion

Andy Fields, FSB Public Affairs, leads the public education and outreach effort for SAVSA. Andy will be presenting an overview of our education and outreach plan with specifics of the first phase today. Upon completion of his presentation, he will also address any questions by Board Members.

Attachment