

### AGENDA

# MEASURE A - INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

SACRAMENTO COUNTY ADMINISTRATION BUILDING 700 H STREET -- HEARING ROOM 1 SACRAMENTO, CALIFORNIA

THUR	SDAY	SEPTEMBER 24, 2015	4:00 P.M
MEME	 BERS:	JOAN BORUKI; RUSSELL DAVIS; MAUREEN DALY-PASCOE; STEVE HANSEN; BRIAN WILLIAMS	
1.	Call to	o Order / Introductions	
2.	Comn	nents from the Public Regarding Matters Not on the Agenda	
3.	Rema	ining Allocations of <i>Original</i> Measure A Funds	
4.	Status	s Reports of Measure A Capital Projects, 4 <sup>th</sup> Quarter FY 2014-15 *	
5.	Status	s Report of Measure A On-going Programs, 4 <sup>th</sup> Quarter FY 2014-15 *	
6.	Cumu	lative FY 2015-16 Measure A Revenue Report *	
7.	Five-\	∕ear Expenditure Plan for Measure A Capital Programs *	
8.	Five-\	∕ear Expenditure Plan for Measure A On-Going Programs *	
9.	STA N	fleasure A Debt Policy *	
10.		mento County Transportation Mitigation Fee Program: al Statement of Revenues and Expenditures *	

<sup>11.</sup> Comments from Committee Members

<sup>\*</sup> Staff report and associated materials can be viewed or downloaded at <a href="www.sacta.org">www.sacta.org</a>
For a paper copy of all associated materials, please contact Jennifer Doll: 916-323-0897; jennifer @sacta.org

### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #3

**Subject:** Remaining Allocations of *Original* Measure A Funds

### Recommendation

Review the remaining balances of *Original* Measure A fund allocations

### **Discussion**

The sheet attached hereto shows updated *Original* Measure A balances as of June 30, 2015 for each entity. The term of the *Original* Measure A program expired on March 31, 2009. Five entities have spent down their respective balances in anticipation of closing out the *Original* Measure A program. As the STA Board considers the possibility of a potential supplemental transportation sales tax ballot initiative in 2016, it is imperative that these funds—which were allocated over six years ago—be expended on eligible projects and services.

Attachment

Staff Contact: Lisa Valine

# "Original" Measure A Summary FY 2014/15 AS OF JUNE 30, 2015

Jurisdiction	Ju	June 30, 2015 Balance	
City of Citrus Heights	\$	163,323	
County of Sacramento	7	0	
City of Elk Grove		0	
City of Folsom		0	
City of Galt		0	
City of Isleton		434,432	
City of Rancho Cordova		61,885	
Sacramento Regional Transit		0	
City of Sacramento	-	18,486,403	
Total	\$	19,146,043	

### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #4

# Subject: Status Reports of Measure A Capital Projects, 4th Quarter FY 2014-15

### Recommendation

Receive and file status reports of active Measure A capital projects.

### Discussion

Status reports of Measure A <u>capital</u> projects currently in progress are attached hereto. The reports provide an overview of the delivery and construction status for each of the "active" Measure A capital projects effective June 30, 2015. The project summaries were prepared by the project managers at the responsible local agencies, and reviewed by STA staff.

The status reports are preceded by a cumulative one-page summary (green) of the allocation and expenditure progress of pay-go revenues and Measure A bond proceeds for all active capital projects. The summary sheet is current through August 3, 2015.

Attachments

Staff Contact: Lisa Valine

# SACRAMENTO TRANSPORTATION AUTHORITY New Measure A Capital Projects - Series 2012 FY 14/15

# Status through August 3, 2015

Sponsor	Project	Capital Project Allocation (FY 09/10 thru FY 14/15)	Total Expended	Balance Remaining	Project Phase
County	Hazel Ave: County Line to Folsom Blvd	23,459,972	23,459,972	(0)	Phase I - Complete Phase II - Final Design / ROW
	Hazel Ave: US Highway 50 to Folsom Blvd	486,000	332,298	153,702	In Design
	Watt Ave / US 50 Interchange	12,878,525	12,322,669	555,856	Complete
Caltrans	US 50 Bus / Carpool Lanes - Phase I	29,186,000	26,308,233	2,877,767	Complete
	US 50 Bus / Carpool Lanes - Phase II	5,551,000	3,890,573	1,660,427	Planning / Environmental
Caltrans	I 80 Bus / Carpool Lanes	500,000	483,162	16,838	In Construction
Sacramento	Downtown Intermodal Station (Phase I and II)	37,969,000	22,954,476	15,014,524	In Construction
	Cosumnes River Blvd (Freeport - Franklin & I-5 Interchg)	10,204,000	7,880,864	2,323,136	In Construction
Rancho Cordova	Folsom Blvd Streetscape (Bradshaw to Sunrise)	5,928,000	4,455,499	1,472,501	Phase III - Complete Phase IV - In Design
Citrus Heights	Sunrise Blvd: Antelope to North City Limits, west side	4,528,000	3,920,153	607,847	In Construction
Regional Transit	Downtown Natomas Airport - Green Line to the Airport	35,728,510	34,572,581	1,155,929	Phase I - Complete Phase II - Planning
	South Sacramento LRT Corridor Phase II	16,429,490	15,913,033	516,457	In Construction
Connector JPA	I-5 / SR 99 US 50 Connector (Capital Southeast Connector expenditures & balance remaining include "Pay Go")	10,942,653	10,925,565	17,088	Planning
		\$ 211,004,237 \$	185,099,079	\$ 26,372,070	

# Quarter Ending June 30, 2015

Project: Hazel Avenue – Phase I

County Line to Folsom Boulevard

Design, engineering, environmental clearance, Right of Way acquisition, and construction to widen the segment between US 50 and Madison Avenue—including the American River Bridge—from four lanes to six lanes

Sponsoring Agency: County of Sacramento

Project Managers: Stan Sorensen, Senior Civil Engineer

Status Report Date: July 28, 2015

# **Project Status:**

Project's inception date was July 1998. NEPA and CEQA environmental clearance for the widening from Folsom Boulevard to Madison Avenue was secured in September 2006. Final design on Phase 1 (from Folsom Boulevard to Curragh Downs Drive) is complete. Right of way acquisition for Phase 1 is complete; the County has possession of required properties. The Streambed Alteration agreement for the bridge widening across the American River is in place as is the Section 401 Water Quality Certification from the Regional Water Quality Control Board. The Nationwide Permit from the Army Corps of Engineers has also been secured. A Certification No. 2 was issued for the Phase 1 right of way in December 2009. Bids were opened on February 26, 2009. Flatiron West was the low bidder; they were awarded the contract on March 24, 2009. Notice to proceed was issued on May 11, 2009. Construction of the Phase I project is complete.

Phases 2 and Phase 3 of work will improve existing and projected traffic congestion; enhance pedestrian and bicycle mobility; improve safety; and improve the aesthetics of the corridor. Phase 2 will widen Hazel Avenue from four to six lanes between Curragh Downs Drive and Sunset Avenue with traffic signal modifications proposed at Curragh Downs, Winding Way, La Serena Drive and Sunset Avenue. Final design is complete for Phase 2. Right-of-way acquisition is complete for Phase 2 and the right-of-way certification (No. 2) was approved by Caltrans on 7/15/15. A total of 44 full acquisitions and 56 partial acquisitions were required for Phase 2.

Phase 3 will widen Hazel Avenue from four to six lanes between Sunset Avenue and Madison Avenue with new traffic signals proposed at Roediger Lane and Phoenix Avenue and a traffic signal modification at Madison Avenue. Field surveys and preliminary design are complete and final design is underway for Phase 3. An additional 34 partial acquisitions are necessary for Phase 3. With the completion of the Phase 2 right-of-way certification, the Phase 3 acquisition effort is now underway.

### Pedestrian and Bike Accommodation:

Per County Standards, bike lanes and sidewalks will be provided on both sides of the roadway within the project limits and Americans with Disabilities Act (ADA) compliant ramps will be installed at all intersections. In addition to these enhancements, signalized intersections will be upgraded to include pedestrian countdown heads and audible pedestrian signals. Phase 1 also included improved bike and pedestrian

facilities across the bridge and adjacent to the American River. All proposed pedestrian and bike facility improvements will provide accommodations of bicycles and pedestrians as required by the New Measure A Ordinance.

# Actual Expenditures Incurred To Date (Total Project through end of quarter):

Quarter - Year		<u>Amount</u>
October – December 2009		\$ 3,124,931.69
January – March 2010		\$ 2,596,808.27
April – June 2010		\$ 2,183,419.75
July – September 2010		\$ 3,782,589.02
October – December 2010		\$ 0.00
January - March 2011		\$ 0.00
April – June 2011		\$ 1,875,488.06
July – September 2011		\$ 0.00
October – December 2011		\$ 1,679,763.21
October – December 2012		\$ 1,165,974.69
January - March 2013		\$ 0.00
April – June 2013		\$ 1,728,497.27
July – September 2013		\$ 55,998.46
October – December 2013		\$ 184,549.27
January - March 2014		\$ 1,317,607.27
April – June 2014		\$ 1,025,341.20
July - September 2014		\$ 0.00
October – December 2014		\$ 1,702,156.99
January – March 2015		\$ 722,431.85
April – June 2015		\$ 314,414.75
	Total To Date	\$ 23,459,971.75

### Estimated Drawn Down Schedule:

Quarter – Year	Amount
July – September 2015	\$ 0.00*

# Estimated Project Completion Date:

The Phase 1 project was completed in October 2011. The Phase 2 project, widening from Curragh Downs Drive to Sunset Avenue, is expected to be completed in December 2017. The Phase 3 project, widening from Sunset Avenue to Madison Avenue, is scheduled for completion in September 2019.

# Changes in Estimates since last report and reasons for changes:

On August 23, 2012, the Sacramento Transportation Authority (STA) Board approved a bond note in the amount of \$2,000,000 to cover ongoing design, rights-of-way, and construction costs for the subject project. In addition, there was an allocation from other project's 2009 bond notes in the amount of \$1,230.497.48 to cover costs on this project in order to meet the October 1, 2012 expenditure deadline for the 2009 Bond notes.

On January 9, 2014, the STA approved a re-allocation of \$4,000,000 from the Watt Ave @ US Highway 50 Project to the Hazel Avenue Phase I project with \$2,500,000 programming in fiscal year 2014 and \$1,500,000 in fiscal year 2015. In February 2015, the STA approved a re-allocation of \$2,600,000 from the Hazel Avenue @ US Highway 50 Project to the Hazel Avenue Phase I project.

\*In April 2015, the STA approved a re-allocation of the remaining balance in the amount of \$1,613,525.25 from this project to the Watt Avenue/US 50 Interchange Project. This re-allocation is to cover costs associated with contract change order work for the Watt Avenue/US 50 Interchange Project.

# Quarter Ending June 30, 2015

Project: Hazel Avenue

US Highway 50 to Folsom Boulevard

Design, engineering, environmental clearance, Right of Way acquisition, and construction to upgrade the Highway 50/Hazel Avenue interchange, grade separation and associated roadway improvements and connections for the Hazel Avenue and Folsom Boulevard intersection. Improvements also include safety enhancements, landscape/streetscape, transit access, upgraded traffic signals, and intelligent transportation system improvements.

Sponsoring Agency: County of Sacramento

Project Managers: John Jaeger, Senior Civil Engineer

Status Report Date: July 28, 2015

# **Project Status:**

Project's inception date was November 2009. The County of Sacramento Department of Transportation (SacDOT) is currently under contract for specialized professional engineering design services that are necessary to prepare the Project Study Report (PSR) for improvements at the Hazel Avenue and State Route 50 interchange and Folsom Boulevard grade separation. The scope of work for this contract proposes to perform all work necessary to define the project, produce all necessary documents required to obtain approval of the PSR and prepare cost estimates, all acceptable to the County of Sacramento, Caltrans, and FHWA. In addition, the contract work is responsible for the preparation, submittal and approval of all accompanying documents. The work also includes evaluating improvements that include modifications to the interchange structure, freeway ramps, and corresponding roadway and connection improvements with the Hazel Avenue and Folsom Boulevard grade separation. After the PSR is approved, the project will move into the project development stage to allow engineering and environmental studies to evaluate the feasibility of a preferred alternative and to determine the programming of right-of-way and construction capital costs.

### Pedestrian and Bike Accommodation:

Per County Standards, bike lanes and sidewalks will be provided within the project limits and Americans with Disabilities Act (ADA) compliant ramps will be installed at all intersections. In addition to these enhancements, signalized intersections will be upgraded to include pedestrian countdown heads and audible pedestrian signals. All proposed pedestrian and bike facility improvements will provide accommodations of bicycles and pedestrians as required by the New Measure A Ordinance.

# Actual Expenditures Incurred To Date (Total Project through end of quarter):

Amount
\$ 0.00
\$ 0.00
\$ 0.00
\$ 0.00
\$

July - September 2013		\$ 0.00
October – December 2013		\$ 0.00
January - March 2014		\$ 0.00
April – June 2014		\$ 142,345.38
July - September 2014		\$ 0.00
October - December 2014		\$ 15,636.30
January – March 2015		\$ 133,170.33
April – June 2015		\$ 41,145.71
200	Total To Date	\$ 332,297.72

### Estimated Drawn Down Schedule:

Quarter - Year	<u>Amount</u>
July – September 2015	\$ 153,702.28

# **Estimated Project Completion Date:**

Construction schedule for the project is to be determined once funding is secured for the construction phase.

# Changes in Estimates since last report and reasons for changes:

In February 2015, the Department reallocated \$2,600,000 to the Hazel Avenue Widening – Phase 1 project in order to meet the expenditure deadline of June 30, 2015.

# Quarter Ending June 30, 2015

Project: Watt Ave / US 50 Interchange

Design, engineering, environmental clearance, and construction to upgrade the interchange to a L-9 partial cloverleaf configuration

Sponsoring Agency: County of Sacramento

Project Managers: John Jaeger, Senior Civil Engineer

Status Report Date: July 28, 2015

# **Project Status:**

Project's inception date was July 2000. The Project Report and Environmental Document are complete. Caltrans approved both documents in December 2009. 100% plans, specifications, and estimates (PS&E) were completed and have been approved by Caltrans. Right-of-Way certification is complete. The construction contract was awarded on September 25, 2012. The Highway 50 Community Enhancements, consisting of bicycle, pedestrian, and landscaping improvements, are included as part of the construction of the interchange. The construction is underway and anticipated to be substantially completed by April 2015 with final contract acceptance from the Sacramento County Board of Supervisor's anticipated in September 2015.

### Pedestrian and Bike Accommodation:

The proposed project will reconstruct the U.S. Highway 50 at Watt Avenue interchange to an L-9 partial cloverleaf configuration to reduce congestion, improve safety and traffic operations of the interchange; install the initial working segment of a dedicated Bus Rapid Transit (BRT) facility; construct one separated bicycle and pedestrian pathway along the east side of Watt Avenue through the US 50 interchange to La Riviera Drive; and construct related ADA and transit access improvements. All proposed pedestrian and bike facility improvements will provide accommodations of bicycles and pedestrians as required by the New Measure A Ordinance.

# Actual Expenditures Incurred To Date (Total Project through end of quarter):

Quarter - Year	Amount
October - December 2009	\$ 13,887.60
January – March 2010	\$ 43,269.37
April – June 2010	\$ 41,973.42
July – September 2010	\$ 47,844.58
October – December 2010	\$ 283,726.35
January – March 2011	\$ 114,256.26
April – June 2011	\$ 29,328.41
July – September 2011	\$ 0.00
October – December 2011	\$ 0.00
January - March 2012	\$ 357,263.38

April – June 2012		\$ 519,802.67
July – September 2012		\$ 0.00
October – December 2012		\$ 52,829.08
January - March 2013		\$ 0.00
April – June 2013		\$1,197,757.65
July – September 2013		\$ 0.00
October – December 2013		\$ 825,474.36
January - March 2014		\$ 637,022.51
April – June 2014		\$2,172,493.05
July – September 2014		\$ 0.00
October – December 2014		\$2,808,666.38
January – March 2015		\$ 993,756.97
April – June 2015		\$ 1,057669.45
	Total To Date	\$11,197,021.49

# Estimated Drawn Down Schedule:

Quarter – Year Amount

July – September 2015 \$ 555,855.80

Estimated Project Completion Date: September 2015

# Changes in Estimates since last report and reasons for changes:

The remaining balance of \$1,125,647.96 from the 2009 Bond notes was allocated to the Hazel Avenue project to meet the October 1, 2012 expenditure deadline.

On August 23, 2012, the Sacramento Transportation Authority (STA) Board approved a bond note in the amount of \$12,688,000 to cover remaining rights-of-way and construction contract costs.

On January 9, 2014, the STA approved a re-allocation of \$4,000,000 from this project to the Hazel Avenue Phase I project with \$2,500,000 programmed in fiscal year 2014 and \$1,500,000 in fiscal year 2015.

In April of 2015, the STA approved a re-allocation of \$1,613,525.25 from the Hazel Avenue Phase I project to this project. This re-allocation is to cover costs associated with contract change order work.

# Quarter Ending Jun 30, 2015

Project: Highway 50 Bus/Carpool Lane Phase I and Community Enhancements

Design, engineering, environmental clearance, right-of-way acquisition, and construction to add one westbound and one eastbound high occupancy vehicle lane in the existing median.

Sponsoring Agency: State of California, Department of Transportation (Caltrans)

Project Managers: Jess Avila

Status Report Date: Jul 31, 2015

# Project Status:

- Project completed. Closeout in process
- Begin Project Completed 07/01/2002
- Project Approval & Environmental Document Completed 06/25/2007
- Project Specifications and Estimates Completed 01/02/2009
- Ready to List Completed 04/10/2009
  - Construction Contract Acceptance Completed 05/10/2013
  - End Project Opened to traffic 08/15/2016

### **Future Work:**

Project Closeout

Construction of the HOV portion of this project is complete and the construction contract is in the closeout phase, but some Community Enhancements and Sacramental Regional Transit (RT) obligations remain. One RT invoice is in process and once that is settled, Caltrans will work with the STA, Sacramento County, and RT to modify agreements and request that all remaining allocated, but unexpended funds in this project, along with remaining obligations for Community Enhancements and RT improvements, be transferred to the Highway 50 Bus/Carpool Lane Phase II Project.

### Pedestrian and Bike Accommodation:

 The Department will maintain pedestrian and bicycle accessibility during and after construction.

# Actual Expenditures Incurred to Date (Total Project through end of quarter):

• \$26,308,232.61

This expenditure total includes \$1,701,206.79 in payments made by STA directly to Sacramento County as reimbursements for the Community Enhancements portion of this project that the County agreed to construct as part of the Watt Avenue/US 50 Interchange. Auditors have determined that the process should be changed to have Caltrans reimburse the County and then Caltrans should request reimbursement from the STA. To date, Caltrans has received invoices totaling \$48,012.83 from the County for the Community Enhancements and those will be paid once the cooperative agreement between Sacramento County and Caltrans is revised to reflect the new process

# Estimated Drawn Down Schedule: (quarter ending: 09-30-2015)

- Jul 2015 \$18,052.20
- Aug 2015 \$0
- Sep 2015 \$0

# Estimated Project Completion Date:

Project has been completed. Currently in closeout.

Changes in Estimates since last report and reasons for changes: N/A

### Quarter Ending Jun 30, 2015

Project: Highway 50 Bus/Car Pool Lanes from I-5 to Watt Ave - Phase II

Design, engineering, environmental clearance and Right-of-Way certification to construct high occupancy vehicle lane in the existing median and soundwalls.

Sponsoring Agency: State of California, Department of Transportation (Caltrans)

Project Manager: Sutha Suthahar

Status Report Date: Jul 31, 2015

### Project Status:

- The target Project Approval & Environmental Document (PA&ED) date has been revised from Oct 27, 2015 to Jul 15, 2016. The revision is due to extending the study limit from SR 99 to I-5 and performing all related environmental and engineering studies. The traffic and environmental studies are being revised to include the new project limit from Watt Ave to I-5. The traffic studies are a major component that feed into the noise and air quality analysis as part of the environmental process. The revised traffic studies were completed in Mar 2015. The noise and air quality analysis is being conducted now and will continue into the next quarter. Caltrans is initiating structure design and railroad coordination early in the project development process to maintain Ready to List as currently scheduled Mar 1, 2018.
- Begin Project Completed 11/01/2012
- Project Approval & Environmental Document In Process 07/15/2016
- Plans Specification a& Estimates Due 09/01/2017
- Ready List Due 03/01/2018
- Construction Contract Acceptance Due 11/01/2021
- End Project Due 11/01/2023

### **Future Work:**

- Noise and air quality studies in support of PA&ED development.
- Survey request for Right of Way retracement for design of soundwalls.
- Advanced Planning Studies (APS) for Elmhurst Viaduct, Brighton OH, Folsom Blvd UC, State College UC, and all structures between I-5 and SR 99 on SAC 50.
- Right of Way Datasheet preparation.
- Landscape architecture datasheet preparation.
- Railroad mapping to begin Heavy and Light Rail coordination.

### Pedestrian and Bike Accommodation:

 The Department will maintain pedestrian and bicycle accessibility during and after construction. Additional pedestrian and bike accommodations are being proposed by the City of Sacramento across the 65<sup>th</sup> Street Interchange.

# Actual Expenditures Incurred to Date (Total Project through end of quarter):

• \$3,890,573.00

# Estimated Drawn Down Schedule (quarter ending 06-30-2015):

Jul 2015 - \$400,000 Aug 2015 - \$150,000 Sep 2015 - \$150,000

# Estimated Project Completion Date:

Project will be finished on Nov 1, 2023

Changes in Estimates since last report and reasons for changes: None

### Quarter Ending Jun 30, 2015

Project: Interstate 80 Bus/Carpool Lanes

Design, engineering, environmental clearance and right-of-way acquisitions to add one westbound and one eastbound high occupancy vehicle lane in the existing median between Interstate 5 and the Capital City Freeway

Sponsoring Agency: State of California, Department of Transportation (Caltrans)

Project Manager: Jess Avila

Status Report Date: Jul 31, 2015

### **Project Status:**

Plant establishment within the project limits has been completed. Rehabilitation and reconstruction work on eastbound lanes 2 and 3 is essentially complete between just east of Sacramento River Bridge to Winters Street.

- Begin Project Completed
- Project Approval & Environmental Document- Completed
- Plans Specifications & Estimates Completed
- Ready to List Completed 09/08/2010
- Construction Contract Acceptance In Process, new estimate is Summer 2016
- End Project Open to Traffic 11/15/2017

### **Future Work:**

Complete the east bound lanes 2 and 3 rehabilitation work from the Sacramento River Bridge through Northgate Blvd Interchange. Extended ramp closure of the Truxel Ave eastbound off-ramp will be required. Begin reconstruction work of westbound lanes from Del Paso Park OH to just east of Northgate Blvd. Interchange. This work will require traffic stage changes for the motoring public east of Northgate Blvd. Interchange. Although work is continuing, work supported by Measure A is complete and Caltrans has requested that the \$16,837.79 allocated, but not expended for this project, be transferred to the Highway 50 Bus/Carpool Lane Phase II Project.

#### Pedestrian and Bike Accommodation:

The Department will maintain pedestrian and bicycle accessibility during and after construction.

Actual Expenditures Incurred To Date (Total Project through end of guarter):

\$483,162.21

### Estimated Drawn Down Schedule:

No additional reimbursements will be requested for this project. Requested remaining balance of \$16,837.79 be transferred to the Highway 50 Bus/Carpool Lane Phase II Project in June 2015.

**Estimated Project Completion Date:** Summer 2016

Changes in Estimates since last report and reasons for changes: None

Quarter Ending: June 30, 2015

Project: Downtown Intermodal Station

Project design, Right of Way acquisition, environmental clearance, and construction to relocate the inter-city rail tracks, construct new passenger platforms, and restore the historic Amtrak train station in downtown Sacramento into an intermodal passenger transfer facility.

Sponsoring Agency: City of Sacramento

Project Managers: Greg Taylor, Supervising Architect

Status Report Date: July 6, 2015

**Project Status:** Construction on \$67 million Phase 1, track relocation, is complete. The newly relocated track and platforms are in operation. Phase I includes coordination of construction of all necessary bridges and tunnels. The 5<sup>th</sup> and 6<sup>th</sup> Street bridge structures were completed in advance of track relocation. Construction on the \$10 million structural retrofit to the historic Sacramento Valley Depot is complete. The upgrade and reuse for the station began in October 2014, with a \$15 million federal TIGER grant for its construction matched with Measure A.

Pedestrian and Bike Accommodation: The Downtown Intermodal Station is designed to be an intermodal transportation facility to facilitate alternative modes of transportation and support bicycle and pedestrian connections. As part of Phase 1, the West Tunnel was constructed as a pedestrian and bicycle only facility. The project also includes a covered pedestrian walkway and tunnel for access to the train platforms and across the relocated tracks. Stairs were constructed with bicycle troughs. The station upgrade will include bike racks.

Actual Expenditures Incurred To Date (Total Project through end of quarter): To date, the City has requested and received reimbursements of \$22,954,476 include the period from July 1, 2009 through 3/31/2015. Requests are coordinated with reimbursements for state and federal funds, to ensure proper match and coordination for multi-funded project reimbursements.

Estimated Drawn Down Schedule: Drawdowns are anticipated to average approximately \$500,000 per quarter, until mid 2015 when they will increase to approximately \$1-2 million per quarter.

Estimated Project Completion Date: Phase 1 (Track Relocation) is complete, Phase 2 will be completed in December 2016. Completion of entire project is estimated for 2020. Timing for construction and completion of future phases is contingent upon funding availability.

Changes in Estimates since last report and reasons for changes: There have been no changes since the last report.

# New Measure A Project Status Report Quarter Ending: June 30, 2015

Project: Cosumnes River Boulevard/I-5 Interchange and Extension Project

The project extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at –grade intersection with Freeport Boulevard, and includes the construction of a new interchange at I-5 and a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR). It will include 3.5 miles of new roadway consisting of 4 to 6 lanes.

Sponsoring Agency: City of Sacramento

Project Manager: Nader Kamal, Special Projects Engineer

Status Report Date: July 6, 2015

**Project Status:** Construction began in March 2013. The project is being coordinated with construction of the Regional Transit South extension (blue line), which crosses the new Cosumnes River Boulevard. Construction of the new Interchange is complete and is open.

The 3.5 mile roadway extension between Franklin and Freeport boulevards remains under construction, including the bridge over Morrison Creek/Union Pacific Railroad. Until the roadway is completed, motorists will be able to enter and exit I-5 by way of the new interchange at Freeport Boulevard but will not be able to head east along the new extension. Completion of the interchange will allow construction to commence on the Delta Shores regional shopping center, the first phase of the 800-acre master planned development.

The entire project (Cosumnes River Boulevard Extension Project) from Freeport Boulevard to Franklin Boulevard is anticipated to be open for traffic by early 2016.

**Pedestrian and Bike Accommodation:** The roadway extension will include onstreet bike lanes, 8 foot wide bifurcated sidewalks, street lights, and landscaping. The new extension will also parallel Regional Transit's new South Line Light Rail and provide direct access to two adjoining light rail transit stations.

Actual Expenditures Incurred to Date (Total Project through end of quarter):

The City has incurred \$7,880,865 in New Measure A expenditures to date.

**Estimated Drawn Down Schedule:** Drawdowns are anticipated to average approximately \$1 to \$1.5 million per quarter.

Estimated Project Completion Date: Construction is expected to be completed by February 9, 2016.

Changes in Estimates since last report and reasons for changes: None.

# Quarter Ending June 30, 2015

Project: Folsom Boulevard Streetscape – Rod Beaudry to Horn Rd, Kilgore to Sunrise Blvd (Phase IV)

Improvements on Folsom Boulevard have been divided into several phases. The preliminary phase of the project was from Coloma Road to Cordova Lane and construction was completed in 2008. Phase II extended from Mather Field Road to Sunrise Blvd. and completed the street with pedestrian and bicycle improvements on the north and south side of Folsom Blvd. as well as landscape improvements along the same segment of the roadway. Construction of Phase II was completed in 2013. Phase III of the project extended from Rod Beaudry Drive to Mather Field Road continuing the improvements which included landscape median, bicycle lanes, sidewalk and landscape improvements on the south side of Folsom Blvd. Phase III was also completed in 2013.

Phase IV of the project will consist of construction of sidewalk infill on the north side of Folsom Boulevard and sidewalks and bike lanes on the south side of Folsom Boulevard and landscape medians from Rod Beardry to Horn Rd. Construction of the south side sidewalk from Kilgore Rd. to Sunrise Blvd. and upgrade pedestrian and bicycle facilities at the intersection of Folsom Blvd. and Sunrise Blvd. Construction of Phase IV is anticipated to begin in the Spring of 2016.

Sponsoring Agency: City of Rancho Cordova

Project Managers: Kathy Garcia

Status Report Date: July 23, 2015

Project Status:

The project is the initial design and environmental phases. Environmental clearance is anticipated to be complete in September 2015. Right-of-Way and final design will be completed in early 2016. Construction of Phase IV is anticipated to begin in the Spring of 2016.

### Pedestrian and Bike Accommodation:

Phase IV will construct missing bicycle and pedestrian facilities as well as update substandard facilities such as curb ramps that do not meet current ADA guidelines.

# Actual Expenditures Incurred To Date (Total Project through end of quarter):

Billed and paid to date:	\$ 163,555.21
Outstanding invoice for Quarter Ended June 30, 2015	\$ 37,944.08
Total Billed through June 30, 2015	\$ 201,499.29

Total Bond Funding	\$1,674,000.00
Billed to Date Available Funding	<u>\$ 201,499.29</u> \$1,472,500.7
Estimated Expenditures through October 2015	\$150,000
Estimated Expenditures through October 2017	\$1,322,500.7

# Quarter Ending June 30, 2015

Project: Sunrise Blvd - PH 3A - Antelope to North City Limits, west side

Design, engineering, environmental clearance, right of way acquisition, and construction of a "complete streets" treatment.

Sponsoring Agency: City of Citrus Heights

Project Managers: Stuart Hodgkins, Principal Civil Engineer

916-727-4734, shodgkins@citrusheights.net

Status Report Date: July 31, 2015

**Project Status:** Phase 1 – Oak Avenue to Antelope Road was completed and accepted by council in September 2013. This phase included reconstructing existing sidewalks to meet ADA compliance and promote walkability of the corridor. Sidewalks were widened (no right of way acquisitions needed), varying 8-14' feet in width, adding landscape buffers and enhanced safety lighting. The project also reconstructed three signalized intersections, installing state of the art ADA and pedestrian enhancements to improve safety for all users. The roadway also received a full asphalt overlay.

Phase 3A will apply many of these same principals and enhancements to the area of Sunrise between Antelope Road and the northern City limits, along the west side of the corridor. Presently, a majority of this section of roadway lacks sidewalks or even adequate safe shoulder width for use by pedestrians or those with mobility scooters. Design of Phase 3A included right of way acquisitions to allow for constructing minimum of 6 feet wide sidewalks, landscape buffers, and enhanced safety lighting. This phase will also reconstruct several bus stops as well as the Twin Oaks/Sunrise signalized intersection. Additionally, the project will install a Computerized Message Sign on southbound Sunrise at Twin Oaks to allow for notifying users of important information regarding the roadway, weather cautions, or other relevant alerts.

Pedestrian and Bike Accommodation: Citrus Heights implements Complete Streets concepts to all Major Arterial Improvement Projects. Specifically for Sunrise Phases 1 (complete), and Phases 2 and 3A (under phased design), the City will address/construct the following: Replace existing/add new curb, gutter and sidewalk with new vertical curb and wider, ADA compliant sidewalk, pavement striping to provide wide bike lanes, bike detecting inductive loops at signalized intersections, upgrade pedestrian amenities (vibrotactile buttons, countdown pedestrian signal heads, traffic cameras and new ADA curb ramps) and fully accessible transit stops with shelters.

### Actual Expenditures Incurred To Date:

FY 13/14 - Quarter 2: \$48,437.19
FY 13/14 - Quarter 3: \$24,404.35
FY 13/14 - Quarter 4: \$60,514.09
FY 14/15 - Quarter 1: No expenses
FY 14/15 - Quarter 2: \$36,145.62
FY 14/15 - Quarter 3: \$10,341.22
FY 14/15 - Quarter 4: \$47,745.21

**Estimated Drawn Down Schedule:** The balance of the Measure A Funds (\$659,000) is expected to be fully expended by the end of the second quarter of 2015/2016 as these funds will serve as matching funds to the projects CMAQ and RSTP grant funds.

**Estimated Project Completion Date:** Phase 1 segment is complete A construction contract for Phase 3A was awarded to Martin Brothers in March 2015; construction is set to begin in May 2015. Staff anticipates Phase 3A will be completed by end of 2015/Spring of 2016 (weather pending).

Changes in Estimates since last report and reasons for changes: None.

# Quarter Ending June 30, 2015

Project: Downtown Natomas Airport – Green Line to the River District

Design, engineering, environmental clearance, Right of Way acquisition, and construction to extend LRT service from 7<sup>th</sup> & I Streets near Sacramento Valley Station to Richards Blvd.

Sponsoring Agency: Sacramento Regional Transit District

Project Manager: Greg Gamble

Status Report Date: Final Report - Segment in Operation

**Project Status:** The Sacramento Regional Transit District (RT) Board of Directors awarded a Design/Build (DB) contract for the Green Line to the River District project to Stacy and Witbeck on September 14, 2009. Notice to Proceed (NTP) was delayed until the funding was made available after the sale of bonds. RT then issued the NTP to the DB Contractor on November 30, 2009.

Since NTP, the DB team has collaborated with RT staff to develop the design drawings and specifications. Locations of existing utilities have been confirmed by the DB team through potholing. The design and construction work has also been coordinated with the City of Sacramento Utilities and Transportation staff, as well as affected utility companies and stakeholders.

Design and construction efforts are essentially complete. The Green Line to the River District project began revenue operation on June 15, 2012. All Green Line activities subsequent to the quarter ending September 30, 2012 are reported on the Downtown Natomas Airport – Green Line to Airport project summary.

### Significant Achievements:

July – September 2012 – Fined-tuned Operations, worked on punch list and Contract close-out.

April – June 2012 – Performed Integrated Train Testing, Operator Training and Safety Certification in anticipation of June 15<sup>th</sup> opening. Received CPUC permission to begin revenue service beginning June 15, 2012. Grand Opening for the Green Line to the River District ceremony was held on June 15, 2012.

January – March 2012 – Final inspections and testing underway, expect to be ready for integrated testing, followed by revenue service in late May/Early June.

October – December 2011 – Final utility work completed, OCS energized in segment 2, 3 and 4, OCS installed project wide. Traction Power Substation tested and readied for operation. Test train moved down 7<sup>th</sup> through T-9 Station, clearances checked. 8<sup>th</sup> and H Station readied for operation (Gold Line).

July – September 2011 – Final Paving, Signing and Striping, Train Signaling and Traffic Signaling work was installed, tested and readied for operation.

April – June 2011 – Track, Ductbank, Traction Power and OCS work continued along the alignment. Contact wire has been installed on 7<sup>th</sup>, 8<sup>th</sup> and G Streets, Special Trackwork at 8<sup>th</sup> and H and 7<sup>th</sup> and H have been installed. Curb, gutter and sidewalk have been installed. Intermediate and final paving have been performed January – March 2011 – Additional Track, Ductbank, Traction Power and OCS work was completed in various segments along the alignment. Utility undergrounding on 7<sup>th</sup> between No. B and Richards Blvd. was completed. Special Trackwork installation began and cut-over planning was implemented for 3 cut-overs.

October - December 2010 – Track, Ductbank, Traction Power and OCS work was completed in various segments along the alignment. Utility undergrounding performed on 7<sup>th</sup> St. between No. B and Richards Blvd.

July – September 2010 – Utility work continued and right of way access activities completed. Track construction in the T9 station area completed

June 2010 Utility relocation work continued

May 2010 Major utility relocation work underway

Apr 2010 Release for Construction (RFC) design packages delivered by DB

Mar 2010 ESOCs started

Feb 2010 Early Start of Construction (ESOCs) package approved for construction

Feb 2010 Intermediate design effort completed

Nov 2009: NTP issued

Oct 2009: Groundbreaking Ceremony

Sept 2009: DB contract was awarded to Stacy & Witbeck

Aug 2009: Three proposal were received

June 2009: Request for Proposals was released to four qualified teams

Apr 2009: RT Board certified FEIR

Feb 2009: RT published Request for Qualifications to over 90 firms Dec 2008: Board approved Design/Build process for DNA MOS-1

Nov 2008: Issued NOP for MOS-1 FEIR

Oct 2008: Refined MOS-1 alignment through meetings with stakeholders

### **Upcoming Work:**

October - December - Complete punchlist work and Contract Closeout

# Pedestrian and Bike Accommodation:

The Project's design and construction will include bicycle and pedestrian facilities. Bicycle travel through the Project area was taken into consideration during the course of the design. Shared bicycle and pedestrian facilities will be located on the west edge of the project area.

Actual Expenditures Incurred To Date: \$33,957,434

Swap: \$8,713,035 Total: \$42,670,469

Estimated Project Completion Date: 2012

Changes in Estimates since last report and reasons for changes: (change in draw down estimates or change in completion date)

The T-9 development project has been delayed due to developer cashflow issues. Development of the station platform at T-9 (by developer) impacted the revenue operations date. The project began revenue operations on June 15, 2012.

### Quarter Ending June 30, 2015

Project:

Green Line to the Airport (formerly known as Downtown Natomas

Airport or DNA)

Sponsoring Agency:

Sacramento Regional Transit District

Project Manager:

Jeffrey Damon

Status Report Date:

July 28, 2015

### **Project Status:**

The RT/AECOM Team continued technical work on the project during this quarter. Key efforts were focused in the following areas:

- Held multiple meetings with City and the federal and county courts representatives to discuss double tracking on H Street.
- Held multiple meetings with the City over the design and elements of the proposed realigned station for the Sacramento Valley Loop ("SVS Loop") which extends from 7<sup>th</sup> & H Streets, west on H Street to a north alignment at approximately 4<sup>th</sup> Street and then east on F Street to 7<sup>th</sup> Street.

### Current Project Scope Identifies The Phases As Follows:

- -- Expended funding for AA, Admin Draft EIS/R and Final EIR @ \$15.1M
- -- Phase 1 @ \$44.9M: From downtown to Richards Boulevard by 2010 Single track with only the bypass element constructed. This is what RT would be able to operate by 2012 based on revenue projections. Initial operation will be with existing equipment.
- -- Phase -1B (Sacramento Valley Station [SVS] Phase 3A) @ \$60.4M: The permanent/full build with loop & bypass segment of the Green Line from a connection segment on H Street north to connect with Phase 1. Utilizes Proposition 1A funding plus local match.
- -- Phase 2 @ \$545M \$596M (YOE): From Richards to Natomas Town Center Included required vehicles and maintenance facility. Note: This "phase" will be separated into 2 "phases" -- 1) From Township 9 to West El Camino will become a stand-alone "American River Bridge Crossing section (ARBX Section); and 2) From West El Camino to Natomas Town Center will be included with the Natomas Town Center to the Airport full build section for planning purposes. More-detailed cost estimates and information is under development now.
- -- Phase 3 @ \$353M \$386M (YOE): From Natomas Town Center to the Airport full build by 2035. (See Note above)

### Significant Achievements:

2015

### 4/1/15 - 6/30/15

- Held multiple discussions with City of Sacramento staff over the design and elements associated with the Sacramento Station realignment of the LRT tracks to a north-south footprint and reconnecting to 7<sup>th</sup> Street via F Street (the "SVS Loop").
- Held multiple discussions with State Administrative Office of the Courts and the US Courts over double-tracking the LRT on H Street between 7<sup>th</sup> and 5<sup>th</sup> Streets. Working towards achieving a consensus that the double track will be to the north side of the existing track.

- Internal management meetings focused on delivery of the environmental clearance for the SVS Loop by the end of 2015.
- Assisted in preparing grant application to SACOG for funding the next phase of environmental clearance for the Green Line project.

#### 1/1/15 - 3/31/15

- Discussion and concurrence on a revised approach to balance environmental clearance with anticipated funding opportunities and schedules.
- Discussions with City and Courts to advance the double-tracking option on H Street.

#### 2014

### 10/1/14 - 12/31/14

- Resolved with the Federal Transit Administration that two (2) environmental documents would be prepared as each project has independent utility, separate funding and different schedules. The two documents will be for the Sacramento Intermodal Transportation Facility (SITF) segment [from 7<sup>th</sup>/8<sup>th</sup> Streets & H Street through the SITF to F Street to 7<sup>th</sup> Street] and for the remainder of the corridor [from Township 9 Station north to the Sacramento International Airport].
- Held meetings with key stakeholders, decision-makers and resource agencies to bring everyone up to date and gather input on their concerns and considerations moving forward.
- Technical work focused on developing refined concepts for the SITF and the American River Bridge Crossing. These concepts will be reviewed and discussed with the various stakeholders during the upcoming quarter.
- Hired Koegel & Associates through a competitive bidding process to augment the technical capacity of RT.

### 7/1/14 - 9/30/14

- Held multiple meetings with City of Sacramento staff and Rep. Matsui to discuss project, timing and phasing and key elements (SITF area, American River Bridge Crossing, Sacramento Airport)
- Met with Councilmember Ashby to discuss the alignment, issues and concerns and opportunities (Sleep Train Arena re-use, soccer stadium in Railyards, American River Bridge crossing)
- Held multiple meetings/presentations with River District Board, Downtown Sacramento Partnership, Save the American River Association, and Complete Streets Coalition to discuss project and issues.
- Met with multiple enlities to discuss the options for the H Street double-tracking and potential constraints associated with the future County courthouse
- Continued coordination with state and federal resource agencies over the American River Crossing and conceptual design development

### 4/1/14 - 6/30/14

- Held meetings with Councilmembers, Ashby (6/18), Cohn, and Hansen; Supervisor Serna (5/12) to discuss project and issues/areas of concern.
- Held meetings with key stakeholders including the Lower American River Task Force (6/10), City of Sac DOT (6/13), and key land use and community groups (4/29, 6/2, 6/27).
- Held meetings with FTA and determined appropriate methodology for document preparation.
- Worked on technical concept design development for American River Crossing and the SITF alignment and integration of these elements into larger City of Sacramento planning efforts.
- Worked on travel forecasting model development efforts with AECOM Team

### 1/1/14 - 3/31/14

- Held Kickoff Meeting between RT and AECOM Team on 1/8/14
- Held review & discussion meeting with City Staff on SITF on 1/9/14
- Held multiple meetings with AECOM Team members to discuss on-going work efforts
- Produced Project Management Plan documenting roles, responsibilities, schedules, etc.
- Produced (draft) Outreach Plan

- Held update and check-in with RT Management and AECOM on 3/25/14 to review multiple features of the project including initial/prelim ridership forecasts, MOS segments, financial considerations, and outreach approaches
- Began Stakeholder outreach efforts

#### 2013

### 10/1/13 - 12/31/13

- Completed negotiations with AECOM Team
- Provided Notice-to-Proceed to AECOM Team on 12/23/13
- Prepared for Kickoff Meeting in January 2014

#### 7/1/13 - 9/30/13

- Received and reviewed consultant submittals
- Interviewed three teams
- Began negotiations with #1 ranked consultant team
- Negotiations almost completed
- Prepared Issue Paper for RT Board action authorizing a contract for professional services
- Coordinated with City of Sacramento on American River Bridge Crossing project

### 4/1/13 - 6/30/13

- Released RFP for Consultant Services
- Met with FTA and toured segments of Corridor
- Continued coordination with City of Sacramento on corridor-related issues
- Continued t meet with RT Board members to keep them informed

#### 1/1/13 - 3/31/13

- Held multiple coordination meetings with FTA Administration, Rep. Matsui, City of Sacramento and local parties regarding the Green Line and the next steps
- Prepared revised RT Board Issue Paper for release of RFP
- Achieved authorization from RT Board to release RFP at March 25<sup>th</sup> Board meeting
- Finalized RFP components and awaiting final concurrence on materials from RT Legal

### 2012

### 10/1/12 - 12/31/12

- Prepared revised RT Board Issue Paper for release of RFP
- Reviewed MAP-21 conceptual Guidance and refined scope of services accordingly
- Participated in two American River Crossing Stakeholder meetings representing the Green Line's interests
- Met with City Council/RT Board member and City Staff to discuss Sacramento Intermodalrelated issues.
- Developed and provided related materials to Representative Matsui's office regarding the Green Line

### 7/1/12 - 9/30/12

- Prepared a scope of services and budget allocation by task
- Coordinated efforts with City of Sacramento on the American River Bridge Crossing project
- Met multiple times with internal stakeholders to review and refine RFP and Scope
- Met with RT Board members with geographic coverage responsibility for the Green Line to review the projects, scope, schedule and options
- Prepared an Issue Paper for RT Board requesting authorization to release RFP; to be submitted in early 2014
- 6/30/12: Project 402 to be closed out and begin new fiscal year as Project R322
- 6/28/12: Attended the 1<sup>st</sup> American River Bridge Crossing (City of Sacramento) as a Stakeholder

- 6/13/12: Notification from FTA that Green Line Environmental Analysis funding has been awarded (CA-90-Y-366-04)
- 6/4/12: Internal discussion re: Green line "Next Steps"
- 5/3/12: Discussions with FTA re: Funding for Green Line
- 4/19/12: Internal Finance meeting discussing project 402 and remaining funds/re-allocation
- 3/31/12: Prepared revised Scope reflecting FTA comments for inclusion in SACOG OWP
- 3/9/12: Received from HDR final versions of CAD and source (WORD, EXCEL, Etc.) files from Transitional Analysis work efforts
- 2/24/12: Met with FTA Region IX to discuss project, funding and next phase scope of work
- 1/31/12: Received and reviewed final work documents from DKS on travel forecasts

### 2011

- 12/30/11: Draft Technical Reports prepared by DKS Associates on the travel model refinements and results submitted to RT for review
- 12/12/11: Monthly Coordination Meeting with City of Sacramento regarding the American River Crossing project
- 12/9/11: Meeting with SACOG regarding funding options and strategies with follow-on actions
- 11/14/11: Monthly Coordination Meeting with City of Sacramento regarding the American River Crossing project
- 11/5/11: Development of "Matrix of Environmental Issues Associated with Re-Starting the Green Line Draft EIS/R" and subsequent provision to SACOG
- 10/24/11: Development of DKS SOW for Travel Model Upgrades and Analysis and Contract
- 10/17/11: Monthly Coordination Meeting with City of Sacramento regarding the American River Crossing project
- 9/21/11: RT and DKS staff met with SACOG staff. The meeting resulted in general agreement on the model changes and the "next steps" as discussions between SACOG and FTA.
- 9/8/11: Met with SACOG staff and discussed the pros and cons of streetcar technology application for the Green Line.
- 9/7/11: DKS prepared a working paper that details enhancements to the SACMET model, recalibration efforts and the re-validation efforts completed.
- 4/1-30/11: Presentation of power point to SACOG.
- 3/1-31/11: Preparation of the "Streetcar for the Green Line?" paper and power point.
- 1/1-31/11: Meetings with SACOG to review their comments on the Transitional Analysis

#### 2010

- 11/10/10: SACOG review of TA findings and recommendations
- 11/8/10; Presentation of TA findings and recommendations to RT Board of Directors
- 10/15/10: Final Draft Transitional Analysis Report completed
- 9/30/2010: Draft analysis results produced by HDR.
- 9/11/2010: Completed all public outreach activities including public safety workshop, community review (charrette), community outreach event at Celebrate Natomas.
- 8/20/2010: HDR completes deliverables on project cost reductions and design refinements that will be presented at community review (charrette).
- 7/26/2010: Amended HDR Contract to perform additional modeling
- 5/28/2010: Completed On-board survey in support of ridership estimation

#### 2009

- 10/15/2009: Initiate Charrette process for project design
- 10/12/09: Ground breaking on MOS-1
- 9/15/09: RT selected Design/build firm
- 6/20/09: RT issued final Request for Proposals
- 2/12/09: RT published Request for Qualifications to over 90 firms
- 12/10/08: Board approved Design/Build process for DNA MOS-1
- 11/12/08: Issued NOP for MOS-1 FEIR
- 10/30/08: Identified technology options for rolling stock
- 8/15 to 10/15/08: Refined MOS-1 alignment through meetings with stakeholders
- 8/5 to 8/8/08: Held Project Definition Workshop
- 7/31/08: Issued Notice to Proceed to HDR/Hoyt and Sharon Greene & Associates
- 7/16/08: Amended the Metropolitan Transportation Plan and the OWP

Page 4 of 6 July 28, 2015 - 4/24/08: Selected Contractor for Transitional Analysis

### Actual Expenditures Incurred To Date: \$615,146

Estimated Draw-Down Schedule: (By quarter – how much in New Measure A money you expect to spend)

Apr – Jun 2015	\$6,033 **
Jul -Sep 2015	\$22,598
Oct - Dec 2015	\$30,937
Jan - Mar 2016	\$44,656
Apr - Jun 2016	\$61,339
Jul - Sep 2016	\$238,341
Oct - Dec 2016	\$243,444
Jan - Mar 2017	\$238,605
Apr - Jun 2017	\$209,261
Jul -Sep 2017	\$31,465
Oct - Dec 2017	\$29,249
Total	\$1,155,927

<sup>\*</sup>Revised termination date based on discussions with Brian Williams to extend agreement one year. New termination date to be extended to December 2017.

# Changes in Estimates since last report and reasons for changes: (Change in draw down estimates or change in completion date)

· No changes from previous quarterly report

### Estimated Project Completion Date: 2027

Completion date could move to an earlier date but is dependent on a future local revenue source.

<sup>\*\*</sup> Cost incurred thru March 2015 - not yet invoiced.

#### Schedule

The schedule is as follows:

- Through December 2013 complete negotiations on scope, schedule, budget refinements and prepare RT Issue Paper requesting approval of consultant contract Completed
- > By end of December 2013 RT Board action authorizing consultant contract Completed
- Late December 2013 Notice-to-Proceed Completed
- Begin technical work in early January 2014 including multiple-day Kickoff Session reviewing the corridor, issues, etc. Completed
- Project Definition through Fall 2015. This effort continues to be on-going based on recent developments associated with the ESC/Arena, re-use of the SleepTrain site and considerations regarding the Sacramento Streetcar, among other issues. The intent is to bring an updated set of issues to the RT Board in the spring of 2015 to obtain affirmation on the project definition and approach for the environmental assessment document and process.
- For the Sacramento Valley Station (SVS) segment (aka SITF), prepare final environmental clearance strategy and actions by **Summer 2015**. This effort is close to being completed as of the date of this document and requires final GM sign-off.
- For the Sacramento Valley Station segment (aka SITF), complete environmental clearance by December 2015. This date will depend upon whether a full NEPA analysis will be required. The expectation is that the SVS segment may be cleared for NEPA with existing documents and minor updates and a more-detailed analysis with CEQA can be completed.
- For the Sacramento Valley Station segment (aka SITF), complete PS&E by June 2017
- > For the Airport Extension DEIS/R, issue NOI/NOP by December 2015
- For the Airport Extension, prepare revised Admin Draft Environmental Document (ADEIS/R) by June 2016
- For the Airport Extension, prepare Draft EIR/EIS and release for public review and comment and complete New Starts Justification Measures for a Minimal Operating Segment (MOS) by December 2016
- For the Airport Extension, prepare Final EIR/EIS for MOS by December 2017

# Quarter Ending June 30, 2015

Project: South Sacramento Corridor Phase II

Design, engineering, environmental clearance, Right of Way acquisition, and construction to extend light rail service from the current terminus at Meadowview Road to Cosumnes River College.

Sponsoring Agency: Sacramento Regional Transit District

Project Manager: John Valsecchi, Ed Scofield

Status Report Date: As of 6/30/2015

# **Project Status:**

The environmental document was finalized and submitted to FTA in October 2008 with a Record of Decision (ROD) issued December 18, 2008. A FONSI (Finding of No Significant Impact) was issued in October 2011 for modifications to the project. An amended Biological Opinion was issued by US Fish and Wildlife on December 16, 2011 which addresses construction activities in environmentally sensitive areas within the project.

Preliminary engineering was completed in May 2012, and final design in December 2012. RT and FTA executed a Full Funding Grant Agreement (FFGA) on Dec. 27, 2012. This commits FTA to fund \$135 million or one-half of the \$270 million anticipated project cost. Of this amount, approximately \$121 million has already been awarded to RT and is available to the project.

At this time, FTA-approved open activities include right of way (ROW) acquisitions, environmental mitigation monitoring, utility relocation, procurement of materials and equipment, and construction.

The Cosumnes River College (CRC) Parking Facility is open for public access. The CRC and Morrison Creek bridge structures are complete. An FTA Letter of No Prejudice (LONP) allowed these construction activities to start before the FFGA was executed. The balance of the construction effort is encompassed in the "Civil, Track, Structures, Stations, and Systems" (CTSSS) contract which was awarded in July 2013 and work is about 95% complete. Passenger station construction continues. Manufacture of traction power substations (TPSS) is complete; all 4 TPSSs have been delivered (as of January 2015). Track material has been purchased and delivered; and installation is ongoing. The remainder of the owner-furnished material will be delivered prior to when the contractor is scheduled to install it. RT has access to all project affected real property.

### Pedestrian and Bike Accommodation:

Two pedestrian bridges over Union House Creek have been constructed which can also accommodate bike traffic. Bike racks and lockers are planned tor the light rail stations. In addition, a pedestrian bridge is planned to connect the CRC light rail station with the parking facility..

# Actual Expenditures Incurred To Date:

July 2009 –June2015 \$ 15,913,033

Swap \$ (8,713,035)

Total \$ 7,199,998

Estimated Draw Down Schedule: for New Measure A Series 2012 Bonds:

July 2015 – Sept 2015 \$ 516,457

Total Actual + Estimated \$ 7,716,455

Estimated Project Completion Date: September 2015

Changes in Estimates since last report and reasons for changes:

All series 2012 New Measure A bonds funds are spent except for \$516,457 which is now anticipated to be spent between July 2015 and Sept 2015. It was previously forecast these funds would be spent between Mar and September 2015.

# New Measure A Project Status Report Quarter Ending June, 2015

Project: Capital SouthEast Connector JPA

Design, engineering, environmental clearance, environmental mitigation, Right-of-Way acquisition, and construction of a multi-modal transportation corridor connecting the Cities of Elk Grove, Rancho Cordova, and Folsom in the southern and eastern portions of Sacramento County, including agency administrative functions as specified.

Sponsoring Agency: Capital SouthEast Connector JPA

Project Managers: Tom Zlotkowski

Status Report Date: July, 2015

**Project Status:** Project construction has not started. The project is currently in the development stage. Project delivery milestones include: Approval of General Plan Amendments in the cities of Elk Grove and Folsom and the County of Sacramento; update to the Project Design Guidelines; execution of a preliminary engineering contract; ongoing environmental clearance.

**Pedestrian and Bike Accommodation:** The Capital SouthEast Connector will provide efficient transportation options within the corridor that will enable flexibility among automobile, transit service, bicycle, and pedestrian uses as part of its project description.

Actual Expenditures Incurred To-Date (Total Project through end of quarter – October 2009 through June 2015):

Measure A Bond Proceeds: \$ 9,741,000.00

Measure A Pay-Go Proceeds: 1,184,564.45

TOTAL \$10,925,564.45

Estimated Drawn Down Schedule: (July through September 2015)

Measure A Bond Proceeds: \$ 1,020,414.00

Measure A Pay-Go Proceeds: 48,150.00

TOTAL \$ 1,068,564.00

Estimated Project Completion Date: 2035

Changes in Estimates since last report and reasons for changes: (April through June 2015)

Measure A Bond Proceeds: Estimated: \$539,868.25

Actual: \$810,062.21

Expenditures for Professional Consulting Services were higher than projected for this quarter, specifically work on the D3/E1 segment of the Connector.

Measure A Pay-Go Proceeds: Estimated: \$ 56,853.77

Actual: \$ 55,208.02

Expenditures for allocated costs were slightly lower than projected for this quarter.

### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #5

Subject: Status Report of Measure A On-Going Programs, 4th Quarter FY 2014-15

# **Recommendation**

Receive the Measure A on-going annual program status report for the quarter ended June 30, 2015.

### **Discussion**

Contracts between the STA and Measure A entities require that the entities submit quarterly status reports. The purpose of these reports is to provide the STA Board and the public with timely information on the progress of Measure A projects and programs.

The status information attached hereto shows revenues and expenditures for on-going Measure A programs for the quarter ended June 30, 2015. The affected funds are distributed to local transportation agencies according to the formula set forth in the Measure A Ordinance. The funds are distributed monthly as they are received from the Board of Equalization. A summary sheet of all related expenditures (green) is followed by a more detailed breakout of eligible program expenditures for each of the Measure A entities.

Attachments

Staff Contact: Lisa Valine

# SACRAMENTO TRANSPORTATION AUTHORITY MEASURE A ON-GOING ANNUAL PROGRAMS - DISTRIBUTIONS & EXPENDITURES

# AS OF JUNE 30, 2015

JURISDICTION		DIS	STRIBUTION				EXPEN	ES	UI	TOTAL UNEXPENDED	
	nexpended Y 2013/14	4	ith Qtr 2015	Year to Date FY 14 & FY 15		4th Qtr 2015		Year to Date FY 15			
Citrus Heights Elk Grove Folsom Rancho Cordova City of Sacramento County of Sacramento Isleton Galt SMAQMD Paratransit Sacramento Regional Parks Regional Transit	\$ 2,156,472 3,546,307 1,652,106 2,514,589 9,058,313 2,457,907 38,335 2,458,829 201,525	\$	503,219 1,004,493 490,371 466,897 2,923,834 3,853,007 10,198 254,936 374,677 874,247 250,000 8,617,574	\$	4,228,216 7,681,798 3,670,958 4,436,799 21,095,716 18,320,706 80,273 3,507,325 1,742,913 3,596,572 1,121,421 35,451,925	\$	224,577 1,381,178 365,470 204,355 2,583,038 3,931,875 4,137 195,768 374,677 874,247 278,203 8,617,574	\$	1,641,498 2,467,494 1,559,915 1,393,130 12,757,047 15,278,956 80,273 1,458,316 1,487,262 3,596,572 814,512 35,451,925	\$	2,586,718 5,214,304 2,111,043 3,043,669 8,338,669 3,041,750 (1) 2,049,009 255,651
Sub - Total	\$ 24,205,804	\$	19,623,453	\$	104,934,622	\$	19,035,099	\$	77,986,901	\$	26,947,721
Neighborhood Shuttle CTSA Set Aside	5,042,455 4,493,777		250,000 249,785		6,046,863 5,525,245		3		ž		6,046,863 5,525,245
Total	\$ 33,742,036	\$	20,123,238	\$	116,506,730	\$	19,035,099	\$	77,986,901	\$	38,519,829

# ON-GOING MEASURE A ANALYSIS - DISTRIBUTIONS & EXPENDITURES PERIOD: FY 09/10 THROUGH FY 14/15 AS OF JUNE 30, 2015

JURISDICTION				DISTRIBUTION			EXP	ENDITURES	REMAIN	ING FUNDS
		nexpended June 30, 2014		4/15 Distribution gh June 30, 2015		iunds Available h June 30, 2015		al Expended h June 30, 2015		aining Balance gh June 30, 2015
Citrus Heights										
Traffic Control & Safety	\$	603,013	\$	167,859	\$	770,872	\$	232,626	\$	538,246
Safety, Streetscaping, Pedestrian Street & Road Maintenance		610,517 942,942	-	225,313 1,678,572		835,830 2,621,514		69,832 1,339,041		765,998 1,282,473
Total	\$	2,156,472	\$	2,071,744	\$	4,228,216	\$	1,641,498	\$	2,586,718
Elk Grove										
Traffic Control & Safety	\$	374,688	\$	335,067	\$	709,755	\$	410,156	\$	299,599
Safety, Streetscaping, Pedestrian		579,281		449,755		1,029,036		52,178		976,858
Street & Road Maintenance	>-	2,592,338		3,350,669	) —	5,943,007		2,005,160	*	3,937,847
Total	\$	3,546,307	\$	4,135,491	\$	7,681,798	\$	2,467,494	\$	5,214,304
Folsom										
Traffic Control & Safety	\$	142,828	\$	163,572	\$	306,400	\$	188,471	\$	117,929
Safety, Streetscaping, Pedestrian		31,010		219,560		250,570		129,017		121,553
Street & Road Maintenance	_	1,478,267	-	1,635,721	-	3,113,988		1,242,427	-	1,871,561
Total	\$	1,652,105	\$	2,018,853	\$	3,670,958	\$	1,559,915	\$	2,111,043
Rancho Cordova										
Traffic Control & Safety	\$	376,234	\$	155,742	\$	531,976	\$	80,297	\$	451,679
Safety, Streetscaping, Pedestrian Street & Road Maintenance		723,089 1,415,266		209,050 1,557,418		932,139 2,972,684		77,977 1,234,856		854,162 1,737,828
	1				T <sub>L</sub>	7.12			06	
Total	\$	2,514,589	\$	1,922,210	\$	4,436,799	\$	1,393,130	\$	3,043,669

# ON-GOING MEASURE A ANALYSIS - DISTRIBUTIONS & EXPENDITURES PERIOD: FY 09/10 THROUGH FY 14/15 AS OF JUNE 30, 2015

JURISDICTION		 DISTRIBUTION	EXP	ENDITURES	REMAINING FUNDS		
	nexpended lune 30, 2014	14/15 Distribution gh June 30, 2015	Funds Available gh June 30, 2015		tal Expended gh June 30, 2015		aining Balance gh June 30, 2015
Sacramento							
Traffic Control & Safety Safety, Streetscaping, Pedestrian Street & Road Maintenance	\$ 2,374,000 3,057,303 3,627,010	\$ 975,298 1,309,126 9,752,979	\$ 3,349,298 4,366,429 13,379,989	\$	1,071,054 504,023 11,181,970	\$	2,278,244 3,862,406 2,198,019
Total	\$ 9,058,313	\$ 12,037,403	\$ 21,095,716	\$	12,757,047	\$	8,338,669
County							
Traffic Control & Safety Safety, Streetscaping, Pedestrian Street & Road Maintenance	\$ 1,920,273 537,634	\$ 1,285,240 1,725,157 12,852,402	\$ 3,205,513 2,262,791 12,852,402	\$	961,324 1,465,230 12,852,402	\$	2,244,189 797,561
Total	\$ 2,457,907	\$ 15,862,799	\$ 18,320,706	\$	15,278,956	\$	3,041,750
Isleton							
Total Distribution/Expense	\$ 38,333	\$ 41,940	\$ 80,273	\$	80,273	\$	(1)
Total	\$ 38,333	\$ 41,940	\$ 80,273	\$	80,273	\$	(1)
Galt							
Total Distribution/Expense	\$ 2,458,829	\$ 1,048,496	\$ 3,507,325	\$	1,458,316	\$	2,049,009
Total	\$ 2,458,829	\$ 1,048,496	\$ 3,507,325	\$	1,458,316	\$	2,049,009

8/3/2015

# ON-GOING MEASURE A ANALYSIS - DISTRIBUTIONS & EXPENDITURES PERIOD: FY 09/10 THROUGH FY 14/15 AS OF JUNE 30, 2015

JURISDICTION			DISTRIBUTION	=======================================	EX	PENDITURES	REMAINING FUNDS		
	nexpended lune 30, 2014	9, 10, 04,0	014/15 Distribution ugh June 30, 2015	al Funds Available ugh June 30, 2015		otal Expended ugh June 30, 2015	Remaining Balance through June 30, 2015		
SMAQMD									
Total Distribution/Expense	\$ 201,525	\$	1,541,388	\$ 1,742,913	\$	1,487,262	\$	255,651	
Total	\$ 201,525	\$	1,541,388	\$ 1,742,913	\$	1,487,262	\$	255,651	
Paratransit									
Total Distribution/Expense	\$ 	\$	3,596,572	\$ 3,596,572	\$	3,596,572	\$		
Total	\$ 	\$	3,596,572	\$ 3,596,572	\$	3,596,572	\$		
Sac Regional Parks									
Total Distribution/Expense	\$ 121,421	\$	1,000,000	\$ 1,121,421	\$	814,512	\$	306,909	
Total	\$ 121,421	\$	1,000,000	\$ 1,121,421	\$	814,512	\$	306,909	
Regional Transit									
Total Distribution/Expense	\$ <u> </u>	\$	35,451,925	\$ 35,451,925	\$	35,451,925	\$	۷	
Total	\$ 	\$	35,451,925	\$ 35,451,925	\$	35,451,925	\$		
Sub - Total	\$ 24,205,801	\$	80,728,821	\$ 104,934,622	\$	77,986,901	\$	26,947,721	

8/3/2015

# ON-GOING MEASURE A ANALYSIS - DISTRIBUTIONS & EXPENDITURES PERIOD: FY 09/10 THROUGH FY 14/15 AS OF JUNE 30, 2015

JURISDICTION				DISTRIBUTION		EX	PENDITURES	REMAIN	IING FUNDS
		Unexpended June 30, 2014		014/15 Distribution ugh June 30, 2015	Total Funds Available through June 30, 2015		otal Expended ugh June 30, 2015		naining Balance gh June 30, 2015
Neighborhood Shuttle									
Total Distribution/Expense	\$	5,042,455	\$	1,000,000	\$ 6,046,863	\$	ĝ.	\$	6,046,863
Total	\$	5,042,455	\$	1,000,000	\$ 6,046,863	\$		\$	6,046,863
CTSA Set Aside									
Total Distribution/Expense	\$	4,493,777	\$	1,027,592	\$ 5,525,245	\$	-	\$	5,525,245
Total	\$	4,493,777	\$	1,027,592	\$ 5,525,245	\$	*	\$	5,525,245
Grand Total	\$	33,742,033	\$	82,756,413	\$ 116,506,730	\$	77,986,901	\$	38,519,829
Reconciliation to GL (Acct 3700S)	)								
Less: FY 12/13 Unexpended For Less: FY 11/12 Interest on Nei Less: FY 11/12 Interest on CTS	ghborhood		-		(33,742,033)				
Total Distributions for FY 14 (Acct 3700S)	1/15 Only	- Per GL	\$	82,756,413	\$ 82,764,697				

8/3/2015

### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #6

**Subject:** Cumulative FY 2015-16 Measure A Revenue Report

# Recommendation

Receive and file a summary report of cumulative FY 2015-16 Measure A sales tax revenues.

### **Discussion**

The monthly Measure A sales tax revenue and distribution report for August is attached. This report also provides cumulative revenue and distribution figures for the first two months of FY 2016. At the top half of the page, the first two columns show the proportional allocation of sales tax revenue to each Measure A program. The first two columns at the bottom half of the page break out the allocations among the County and cities for the *Traffic Control & Safety*; *Streetscaping, Bike, Ped*; and *Road Maintenance* programs. The far right column shows the distribution of Measure A revenues for the month of August, while the second column from the right depicts cumulative distributions through the end of the prior month. Lastly, cumulative FY 2016 Measure A distributions to date are shown in the middle column.

In summary, the August sales tax revenues of **\$9,844,500** were 3.8%% above the same month last year, and cumulative sales tax revenues through two months of FY 2016 are running about 4.1% above the prior year.

Attachment

Staff Contact: Lisa Valine

# Measure A Sales Tax Revenue & Distribution - August 2015

Measure A				2015/16	YT	D thru Jul 15		Aug 15
Cumulative Measure A Gross Rever	iue		\$	17,318,600	\$	7,474,100	\$	9,844,500
Isleton		0.04%	\$	6,927	\$	2,990		3,937
Galt		1.00%	\$	173,186	\$	74,741		98,445
Neighborhood Shuttle	\$	1,000,000	\$	166,667	\$	83,333		83,334
Subto	tal		\$	16,971,820	\$	7,313,036	\$	9,658,784
Sac Cnty Regl Parks Dept	\$	1,000,000	\$	166,667	\$	83,333		83,334
Capital Projects		20.75%	\$	3,521,653	\$	1,517,455		2,004,198
			\$	13,283,501	\$	5,712,248	\$	7,571,253
Program Administration		0.75%	\$	127,289	\$	54,848		72,440
SMAQMD		1.50%	\$	254,577	\$	109,696		144,881
Traffic Control & Safety		3.00%	\$	509,155	\$	219,391		289,764
Paratransit (CTSA)		3.50%	\$	594,014	\$	255,956		338,058
CTSA Set Aside		1.00%	\$	169,718	\$	73,130		96,588
Safety, Streetscaping					*	70,700		50,000
Pedestrian & Bike Facilities		5.00%	\$	681,924	\$	282,318		399,606
Street & Road Maintenance		30.00%	\$	5,091,546	\$	2,193,911		2,897,635
SRTD		34.50%	\$	5,855,278	\$	2,522,997		3,332,281
Net Revenu	ле <u> </u>	78.25%	\$	13,283,501	\$	5,712,248	\$	7,571,253
Traffic Control & Safety				2015/16		2015/16		
Citrus Heights		5.427%	\$	27,630	1\$	11,904		15,723
Elk Grove		10.890%	\$	55,447	\$			The second second
Folsom		5.309%	\$	27,031	\$	23,892		31,555
Rancho Cordova		5.078%	\$		\$	11,647		15,384
Sacramento		31.617%	\$	25,855		11,141		14,714
County		41.680%		160,979	\$	69,365		91,614
To	-	100.0%	\$	212,216	\$	91,442		120,774
100	lai	100.076	Φ_	509,155	\$	219,391	\$	289,764
Safety, Streetscaping, Pedestrian &	Bike F		_	2015/16	4	2015/16		
Citrus Heights		5.427%	\$	37,006	\$	15,319		21,682
Elk Grove		10.890%	\$	74,262	\$	30,744		43,518
Folsom		5.309%	\$	36,203	\$	14,988		21,215
Rancho Cordova		5.078%	\$	34,628	\$	14,336		20,292
Sacramento		31.617%	\$	215,604	\$	89,261		126,343
County		41.680%	\$	284,226	\$	117,670		166,556
Tot	al	100.0%	\$	681,924	\$	282,318	\$	399,606
Street & Road Maintenance				2015/16		2015/16		
Citrus Heights		5.427%	\$	276,314	1\$	119,060		157,250
Elk Grove		10.890%	\$	554,465	\$	238,913		315,548
Folsom		5.309%	\$	270,306	\$	116,471		153,831
Rancho Cordova		5.078%	\$	258,545	\$	111,403		
Sacramento		31.617%	\$	1,609,790	\$	693,645		147,138
County		41.680%	\$	2,122,153				916,141
Tol	al -	100.0%	\$		\$	914,419	m	1,207,727
101	u	100.070	Ψ	5,091,546	\$	2,193,911	\$	2,897,635

### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #7

# **Subject:** Five-Year Expenditure Plans for Measure A Capital Programs

# Recommendation

Review 5-year (FY 2016-2020) expenditure plans for the Transit Congestion Relief, the Local Arterial, and the Freeway Safety & Congestion Relief components of the Measure A transportation sales tax program.

# **Discussion**

The **New** Measure A Ordinance requires that the STA Board adopt five-year expenditure plans for several of the categorical programs included in the **New** Measure A expenditure plan:

- Transportation-Related Air Quality Program
- Senior & Disabled Transportation Services Program
- Traffic Control & Safety Program
- Safety, Streetscaping, Bike, & Pedestrian Program
- Transit Congestion Relief Program
- Local Arterial Program
- Freeway Safety and Congestion Relief Program

The Committee will review the updated five-year plans for the first four of these programs in Item #8 of today's meeting agenda. The funding distributions to these programs are for on-going operational activities.

The three programs at the bottom of the bulleted list are capital programs, except that the *Transit Congestion Relief Program* includes a substantial annual allocation for operational and maintenance activities. Each year, 34.5% of cumulative Measure A sales tax revenues are directed to this purpose. This program also funds the construction, extension, and/or upgrading of specified light rail corridors and construction and associated improvements to modernize the Downtown Sacramento Intermodal Station.

The *Local Arterial* program funds the construction, improvement, and/or upgrading of specified arterial streets and roads into multi-modal transportation corridors consistent with contemporary urban design standards to facilitate the safe and efficient movement of high volumes of local and sub-regional motor-vehicle, bicycle, and pedestrian traffic. Relative to last year's iteration of the five-year capital allocation plan, the County has made some adjustments to the annual allocation amounts and timing among its seven affected projects to address anticipated project delivery and cash flow needs. For the City of Sacramento, a small portion of future allocations to the Richards Blvd/I-5 interchange has been accelerated into the first two years of the period for environmental work. Lastly, per Board discussion in February, \$11 million of a planned \$25,640,000 allocation for the Capital Southeast Connector in FY 2018 has been accelerated into FY 2016 and FY 2017. These adjustments do not change the affected entities' cumulative Measure A capital allocations.

Measure A ITOC September 24, 2015 Item # 7

The *Freeway Safety and Congestion Relief* program funds the construction and extension of regional bus/carpool lanes and connectors on US 50, Interstate 5, and Interstate 80. It also contributes to the construction and/or improvement of specified freeway interchanges to add traffic capacity and improve safety. Please note that the five-year Local Arterial and Freeway Safety & Congestion Relief plans are combined on one of the sheets attached hereto.

The associated <u>capital</u> expenditures in the attached five-year plans will be funded from both the sales tax and the Countywide development fee revenue components of Measure A. The <u>operations</u> portion of the Transit Congestion Relief program is funded exclusively on an ongoing basis from the sales tax component of Measure A. These proposed 5-year expenditure plans were developed jointly by the STA and applicable local agency staff, and reflect Measure A allocations previously approved by the STA Board.

Attachments

Staff Contact: Brian Williams

# Measure A **Transit Congestion Relief Program**

Sacramento Regional Transit District Five-Year Allocation Plan, FY 2016-2020

	ı	FY 2015-16	F	Y 2016-17	I	FY 2017-18	F	FY 2018-19	F	Y 2019-20		TOTAL
OPERATING												
Labor and Fringes	\$	23,897,985	\$	25,224,480	\$	26,623,932	\$	28,100,354	\$	29,657,978	\$	133,504,729
* Professional Services	\$	6,739,281	\$	7,113,355	\$	7,508,003	\$	7,924,357	\$	8,363,611	\$	37,648,607
Materials and Supplies	\$	2,434,896	\$	2,570,048	\$	2,712,634	\$	2,863,063	\$	3,021,764	\$	13,602,405
Utilities	\$	1,550,434	\$	1,636,493	\$	1,727,286	\$	1,823,072	\$	1,924,126	\$	8,661,411
Casualty and Liability	\$	2,359,888	\$	2,490,877	\$	2,629,071	\$	2,774,865	\$	2,928,678	\$	13,183,379
Other	\$	476,693	\$	503,154	\$	531,068	\$	560,518	\$	591,589	\$	2,663,022
Subtotal	\$	37,459,177	\$	39,538,407	\$	41,731,994	\$	44,046,229	\$	46,487,746	\$ 2	209,263,553
CAPITAL												
South Line, Phase 2 Construction	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
**Downtown-Natomas-Airport Design and Engineering	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Downtown-Natomas-Airport Construction and Design Build **Downtown Intermodal Station	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
(City of Sacramento) see detail next page	\$	_	\$	10,500,000	\$	9,323,000	\$	11,000,000	\$	2,344,000	\$	33,167,000
Subtotal	\$	-	\$	10,500,000	\$	9,323,000	\$	11,000,000	\$	2,344,000	\$	33,167,000
TOTAL	\$	37,459,177	\$	50,038,407	\$	51,054,994	\$	55,046,229	\$	48,831,746	\$ 2	242,430,553

<sup>\*</sup> Professional Services: Security, Purchased Transportation, Facilities Management, & Other

<sup>\*\*</sup>Plus rollover of unexpended balance of prior-year allocation

Projected Use of Funds

Carry-over

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Intermodal Phase 1 Track Relocation/West Ped Tunnel Construction	Completed.				
Intermodal Phase 2 Sac Valley Stn Improvements Design Construction	\$14,000,000	\$7,500,000	\$1,000,000		
Intermodal Phase 3 Intermodal Facility Environmental & Design Construction	\$400,000	\$3,000,000	\$1,000,000 \$7,323,000	\$1,000,000 \$10,000,000	\$2,344,000
Phases 1+2+3 Subtotal	\$14,400,000	\$10,500,000	\$9,323,000	\$11,000,000	\$2,344,000
Cumulative Total	\$14,400,000	\$24,900,000	\$34,223,000	\$45,223,000	\$47,567,000

7/1/2015

# Measure A

# Local Arterial & Freeway Safety/Congestion Relief Programs Five-Year Allocation Plan, FY 2016-2020

	FY	2015-2016	F	Y 2016-2017	F\	Y 2017-2018	3	Y 2018-2019	F۱	<b>/</b> 2019-2020
SACRAMENTO COUNTY										
Greenback Lane (I)			\$	500,000	\$	500,000	\$	500,000	\$	1,000,000
Fair Oaks BlvdMain Ave			Е	nv/Des/ROW	Des	s/ROW/Const		Design		ROW/Const
Hazel Avenue (I)*		\$500,000		\$2,000,000		\$1,000,000				
US 50Madison Ave		Des/Const l	Des	s/ROW/Const	Des	s/ROW/Const				
Hazel Avenue*	\$	500,000	\$	500,000	\$	2,000,000	\$	5,000,000	\$	5,000,000
US 50—Folsom Bl w/ interchange mod.		Env/Design		Env/Design		Des/ROW		Design/ROW		Construction
Madison Avenue (I)	\$	750,000	\$	750,000	\$	1,700,000	\$	3,200,000	\$	3,279,000
Sunrise Blvd—Hazel Ave		Design	_	Design		Design/ROW		ROW/Const		Construction
South Watt/Elk Grove-Florin Road (I)	\$	1,500,000	\$	1,000,000	\$	4,500,000				
Folsom BlvdCalvine Road		Env/Design		Design/ROW		s/ROW/Const	_			
Sunrise Boulevard					\$	1,500,000	\$	3,000,000	\$	4,691,000
Jackson RdGrantLine Rd			_			Env/Design	_	Design/ROW		Design/ROW
Watt Avenue			\$	500,000 Env/Design	\$	500,000	\$	2,834,000 ROW/Const	\$	4,117,000 Construction
Antelope RoadCapital City Freeway			_		_	Design	_		_	
Subtotal	\$	3,250,000	\$	5,250,000	\$	11,700,000	\$	14,534,000	\$	18,087,000
CALTRANS										
US 50 Bus/Carpool Lanes										
Phase 1: Sunrise Blvd—Watt Ave	<u> </u>									
US 50 Bus/Carpool Lanes*	\$	2,849,000	\$	2,715,000	\$	1,936,000				
Phase 2: Watt Ave—SR 99		Design/ROW		Design/ROW		Design/ROW				
Subtotal	\$	2,849,000	\$	2,715,000	\$	1,936,000	\$	-	\$	-
CITRUS HEIGHTS										
Antelope Road (II)							\$	798,000		
I-80 - Auburn Blvd							С	esign/ROW		
Sunrise Boulevard (II)							\$	500,000	\$	1,384,000
Greenback - City Limit							(	Construction	C	Construction
Subtotal							\$	1,298,000	\$	1,384,000
RANCHO CORDOVA										
Folsom Beautification Streetscape*										
Phase 2: Bradshaw Rd—Sunrise Blvd										
Sunrise Boulevard	\$	200,000	\$	2,748,000	\$	2,547,000				
Gold Country Rd—Jackson Rd		Design		Construction		Construction				
Subtotal	\$	200,000	\$	2,748,000	\$	2,547,000	\$	-	\$	-
SACRAMENTO		•								
Cosumnes River Blvd*										
FreeportFranklin w/ I-5 X-change										
Folsom Blvd									\$	9,786,000
65th St - Watt Ave										Construction
Richards Blvd / I-5	\$	500,000	\$	1,000,000			\$	6,306,000	\$	16,922,000
Interchange Upgrade		Environmental		Environmental				Design/ROW	_	Construction
Subtotal	\$	500,000	\$	1,000,000	\$	•	\$	6,306,000	\$	26,708,000
CSCA		, , , , , ,		, ,	•			, , , , , , , , , , ,		, , , , , , , ,
I-5/SR99/US50 Connector*	\$	4,000,000	\$	7,000,000	\$	14,640,000				
. S/S/(SS/SSSS SSIIIIGG(SI		es/Env/Const	φ	Construction	φ	Construction				
Env Mitigation & Open Space Pres	$\Box$						\$	150,000	\$	325,000
								Environmental		Environmental
Subtotal	\$	4,000,000	\$	7,000,000	\$	14,640,000	\$	150,000	\$	325,000
Subiolai	Ψ	7,000,000	φ	7,000,000	Ψ	17,040,000	Ψ	130,000	ψ	323,000
TOTAL	•	10 700 000	φ.	40.740.000	<b>*</b>	20.002.002	φ.	22 222 222	φ.	40 504 000
TOTAL	\$	10,799,000	\$	18,713,000	<b>\$</b>	30,823,000	<b>Þ</b>	22,288,000	<b>\$</b>	46,504,000

<sup>\*</sup> plus some rollover of prior-year allocation

### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #8

# **Subject:** Five-Year Expenditure Plans for Measure A On-Going Programs

# Recommendation

Review five-year expenditure plans for Measure A on-going programs

### **Discussion**

The Measure A Ordinance requires that the STA Board adopt five-year expenditure plans for on-going annual Measure A programs included in the Measure A Ordinance:

- Transportation-Related Air Quality Program
- Senior & Disabled Transportation Services Program
- Traffic Control & Safety Program
- Safety, Streetscaping, Pedestrian & Bike Program

These programs provide annual formula allocations to local transportation providers for eligible operations expenses that the Board has previously defined. They are funded exclusively from the *sales tax* revenue component of Measure A. The annual formula allocation to each transportation entity is set forth in the Measure A Ordinance. The formula allocation is summarized in the attachment immediately behind this staff report.

The updated 5-year expenditure plans are attached hereto. They were prepared in cooperation with the affected local agencies.

The *Transportation-Related Air Quality* program funds projects and programs in Sacramento County that help mitigate the air quality impacts of Measure A capital improvements and that facilitate the region's quest to attain state and federal air quality standards for mobile sources. The <u>Sacramento Metropolitan Air Quality Management District (SMAQMD)</u> receives 1.5 percent of cumulative annual Measure A sales tax revenues for eligible purposes. The forecasted cumulative 5-year allocation to this program (FY 2016-2020) is \$9,098,415.

The **Senior & Disabled Transportation Services** program is intended to provide ongoing operational support to the Consolidated Transportation Services Agency (CTSA). Paratransit, Inc. is the CTSA in Sacramento County. Three and one-half percent of cumulative annual sales tax revenues is allocated to this program during the first ten years of the 30-year Measure A term. This allocation bumps to 4.5% during years 11-20 and 5.5% during years 21-30. The forecasted cumulative 5-year allocation to this program is **\$22,577,107**.

The *Traffic Control & Safety* program funds traffic improvements, high priority pedestrian & vehicle safety projects, and emergency vehicle preemption systems. Three percent of cumulative annual Measure A sales tax revenues is allocated for these purposes to the County and the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento according to their relative populations (75%) and paved street/road mileage (25%). The forecasted cumulative 5-year allocation to this program is **\$18,196,831**.

Measure A ITOC September 24, 2015 Item #8

The **Safety, Streetscaping, Pedestrian, & Bike** program funds non-motorized, pedestrian, and bicycle safety improvements along with associated landscaping features that promote the use of non-motorized travel modes. Five percent of cumulative annual Measure A sales tax revenues are allocated for these purposes to the County and the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento according to their relative populations (75%) and paved street/road mileage (25%), with the exception of \$1 million each year that is allocated "off-the-top" to the County of Sacramento Dept. of Regional Parks for improvements and maintenance of the bikeway network within the American River Parkway. The forecasted cumulative 5-year allocation to this program is **\$30,328,051**.

Attachments

Staff Contact: Brian Williams

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>Sacramento Metropolitan Air Quality Management District</u>, hereinafter called "Entity."

### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following program established by New Measure A as defined in Attachment B to this MOU:
    - Transportation-Related Air Quality Program
  - d. "Distribution Factor" means the percentage of annual formula-based program revenue to be allocated to Entity as set by the Ordinance.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
- 3. <u>Revenue Allocations.</u> The amount of revenue allocated to Entity for On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections and the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.

In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.

4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file with the Authority an annually updated five-year program for the expenditure of Measure A funds.

# 6. Entity Certifications - Maintenance of Effort

Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this Contract, with the maintenance of effort requirements set forth in the Ordinance:

- Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.

STA / SMAQMD August 27, 2015

10. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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 Memorandum of Understanding as set forth above.

SACR	AMENTO TRANSPORTATION AUTHORIT	Y
Ву:		
Dated:	August 27, 2015	
SACR.	AMENTO METROPOLITAN AIR QUALITY	MANAGEMENT DISTRICT
Ву:		
	(Authorized Officer)	
	(Officer's Printed Name)	_
	(Officer's Title)	_

STA / SMAQMD August 27, 2015

Attachment A: Definitions of Eligible Expenditures

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and <u>Paratransit, Inc.</u>, hereinafter called "Entity."

### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following program established by New Measure A as defined in Attachment B to this MOU:
    - Senior and Disabled Transportation Services
  - d. "Distribution Factor" means the percentage of annual formula-based program revenue to be allocated to Entity as set by the Ordinance
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
- 3. <u>Revenue Allocations.</u> The amount of revenue allocated to Entity for On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections and the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.

In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.

4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file with the Authority an annually updated five-year business plan for the expenditure of Measure A funds.

# 6. Entity Certifications - Maintenance of Effort

Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this Contract, with the maintenance of effort requirements set forth in the Ordinance:

- Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for the On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.

STA / Paratransit, Inc. August 27, 2015

- 10. <u>Signs.</u> Transit vehicles purchased or operated with Measure A funds shall display informational signs clearly visible to riders. Signs should appear substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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 Memorandum of Understanding as set forth above.

### SACRAMENTO TRANSPORTATION AUTHORITY

Ву	
Dated:	August 27, 2015
PARA	TRANSIT, INC.
By:	
	(Authorized Officer)
	(Officer's Printed Name)
	(Officer's Title)

Attachment: Definitions of Eligible Expenditures

STA / Paratransit, Inc. August 27, 2015

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>Sacramento Regional Transit District</u>, hereinafter called "Entity."

### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - Transit Operations, Maintenance & Safety
  - d. "Distribution Factor" means the percentage of annual formula-based program revenue to be allocated to Entity as set by the Ordinance.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
- 3. <u>Revenue Allocations.</u> The amount of revenue allocated to Entity for the effected On-going Annual Program shall be determined annually by the Board based on gross Measure A revenue projections and the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be <u>\$110,728,905</u>.

In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.

4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for the On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file with the Authority an annually updated five-year capital and operating business plan for the expenditure of Measure A revenues.

# 6. Entity Certifications - Maintenance of Effort

Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this Contract, with the maintenance of effort requirements set forth in the Ordinance:

- Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for the On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.

- 10. <u>Signs.</u> When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. Transit vehicles purchased or operated with Measure A funds shall display signs with like wording clearly visible to riders. The signs shall be substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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 Memorandum of Understanding as set forth above.

# By\_\_\_\_\_\_ Dated: August 27, 2015 SACRAMENTO REGIONAL TRANSIT DISTRICT By: (Authorized Officer) (Officer's Printed Name) (Officer's Title)

Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>City of Citrus Heights</u>, hereinafter called "Entity."

### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
  - d. "Distribution Factor" means the percentage of Formula-Based program revenue to be allocated to Entity, set by the Board on an annual basis based on the Ordinance requirement that funding to the County and cities for On-going Annual Programs be distributed based 75% on relative population and 25% on total maintained street/road mileage.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. Revenue Allocations. The amount of revenue allocated to Entity for each of the On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections, requirements of the Ordinance, and, where applicable, the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads.
- e. Entity shall file with the Authority an annually updated five-year program for use of the funds.

# 6. Entity Certifications

- a. <u>Maintenance of Effort.</u> Entity certifies that it is currently in compliance, 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 continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.

- ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by a Fee Study adopted by the City Council.
- b. <u>Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP).</u> Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. <u>Signs.</u> When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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.

	arties promise and agree to abide by the terms of this Memorandum of Understanding as th above.
SACR	AMENTO TRANSPORTATION AUTHORITY
Ву	
Dated:	<u>August 27, 2015</u>
CITY	OF CITRUS HEIGHTS
By:	(Authorized Officer)
	(Officer's Printed Name)
	(Officer's Title)

Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>City of Elk Grove</u>, hereinafter called "Entity."

### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
  - d. "Distribution Factor" means the percentage of Formula-Based program revenue to be allocated to Entity, set by the Board on an annual basis based on the Ordinance requirement that funding to the County and cities for On-going Annual Programs be distributed based 75% on relative population and 25% on total maintained street/road mileage.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. Revenue Allocations. The amount of revenue allocated to Entity for each of the On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections, requirements of the Ordinance, and, where applicable, the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads.
- e. Entity shall file with the Authority an annually updated five-year program for use of the funds.

# 6. Entity Certifications

- a. <u>Maintenance of Effort.</u> Entity certifies that it is currently in compliance, 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 continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.

- ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by a Fee Study adopted by the City Council.
- b. <u>Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP).</u> Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. <u>Signs.</u> When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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 Memorandum of Understanding as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY
Ву
Dated: <u>August 27, 2015</u>
CITY OF ELK GROVE
By: (Authorized Officer)
(Officer's Printed Name)
(Officer's Title)
Approved as to Form
City Attorney
Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

STA / City of Elk Grove MOU - Measure A On-going Annual Programs August 27, 2015

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>City of Folsom</u>, hereinafter called "Entity."

### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
  - d. "Distribution Factor" means the percentage of Formula-Based program revenue to be allocated to Entity, set by the Board on an annual basis based on the Ordinance requirement that funding to the County and cities for On-going Annual Programs be distributed based 75% on relative population and 25% on total maintained street/road mileage.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. <u>Revenue Allocations.</u> The amount of revenue allocated to Entity for each of the On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections, requirements of the Ordinance, and, where applicable, the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be **§110,728,905**.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads.
- e. Entity shall file with the Authority an annually updated five-year program for use of the funds.

# 6. Entity Certifications

- a. <u>Maintenance of Effort.</u> Entity certifies that it is currently in compliance, 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 continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.

STA / City of Folsom August 27, 2015

- ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fee at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by a Fee Study adopted by the City Council.
- 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 the SCTMFP Agreement on Operating Protocols.
- 7. Reporting. Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. Audits. Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. Designation of Measure A Manager. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. Signs. When a capital project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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.

STA / City of Folsom August 27, 2015 The parties promise and agree to abide by the terms of this Memorandum of Understanding as set forth above. SACRAMENTO TRANSPORTATION AUTHORITY Dated: <u>August 27, 20</u>15 CITY OF FOLSOM By: (Authorized Officer) (Officer's Printed Name) (Officer's Title)

Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

August 27, 2015

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>City of Galt</u>, hereinafter called "Entity."

#### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
    - Transit Operations, Maintenance & Safety
    - Senior & Disabled Transportation Services
  - d. "Distribution Factor" means the percentage of annual formula-based program revenue to be allocated to Entity as set by the Ordinance.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. Revenue Allocations. The amount of revenue allocated to Entity for On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections and the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account of its On-going Annual Program transactions. Interest earned on unexpended funds in the account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.

## 6. Entity Certifications - Maintenance of Effort

- a. Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this MOU, with the maintenance of effort requirements set forth in the Ordinance:
  - i. Entity shall continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.
  - ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009, unless supported by a Fee Study adopted by the City Council.
- b. <u>Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP).</u> Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.

- 7. Reporting. Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. Audits. Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. Designation of Measure A Manager. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. Signs. When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 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 MOU 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.

STA / City of Galt August 27, 2015 The parties promise and agree to abide by the terms of this Memorandum of Understanding as set forth above. SACRAMENTO TRANSPORTATION AUTHORITY Dated: <u>August 27, 20</u>15 CITY OF GALT By: (Authorized Officer) (Officer's Printed Name) (Officer's Title)

Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

STA / City of Galt August 27, 2015

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>City of Isleton</u>, hereinafter called "Entity."

#### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
    - Transit Operations, Maintenance & Safety
    - Senior & Disabled Transportation Services
  - d. "Distribution Factor" means the percentage of annual formula-based program revenue to be allocated to Entity as set by the Ordinance.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. <u>Revenue Allocations.</u> The amount of revenue allocated to Entity for On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections and the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

## 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account of its On-going Annual Program transactions. Interest earned on unexpended funds in the account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.

## 6. Entity Certifications - Maintenance of Effort

- a. Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this MOU, with the maintenance of effort requirements set forth in the Ordinance:
  - i. Entity shall continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.
  - ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by a Fee Study approved by the City Council.
- b. <u>Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP).</u> Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.

STA / City of Isleton August 27, 2015

- 7. Reporting. Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. Audits. Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. Designation of Measure A Manager. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. Signs. When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 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 MOU 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.

STA / City of Isleton August 27, 2015 The parties promise and agree to abide by the terms of this Memorandum of Understanding as set forth above. SACRAMENTO TRANSPORTATION AUTHORITY Dated: <u>August 27, 20</u>15 CITY OF ISLETON By: (Authorized Officer) (Officer's Printed Name) (Officer's Title)

Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

STA / City of Isleton August 27, 2015

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>City of Rancho Cordova</u>, hereinafter called "Entity."

#### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
  - d. "Distribution Factor" means the percentage of Formula-Based program revenue to be allocated to Entity, set by the Board on an annual basis based on the Ordinance requirement that funding to the County and cities for On-going Annual Programs be distributed based 75% on relative population and 25% on total maintained street/road mileage.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. Revenue Allocations. The amount of revenue allocated to Entity for each of the On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections, requirements of the Ordinance, and, where applicable, the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads.
- e. Entity shall file with the Authority an annually updated five-year program for use of the funds.

## 6. Entity Certifications

- a. <u>Maintenance of Effort.</u> Entity certifies that it is currently in compliance, 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 continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.

- ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by a Fee Study adopted by the City Council.
- b. <u>Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP)</u>. Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. <u>Signs.</u> When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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 partset forth	ies promise and agree to abide by the terms of this Memorandum of Understanding a above.
SACRA	MENTO TRANSPORTATION AUTHORITY
By	
Dated:	August 27, 2015
CITY C	F RANCHO CORDOVA
By:	Authorized Officer)
-	Officer's Printed Name)
	Officer's Title)
A tto olam	ant A: Public informational sign template

Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the <u>City of Sacramento</u>, hereinafter called "Entity."

#### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
  - d. "Distribution Factor" means the percentage of Formula-Based program revenue to be allocated to Entity, set by the Board on an annual basis based on the Ordinance requirement that funding to the County and cities for On-going Annual Programs be distributed based 75% on relative population and 25% on total maintained street/road mileage.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. <u>Revenue Allocations.</u> The amount of revenue allocated to Entity for each of the On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections, requirements of the Ordinance, and, where applicable, the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be **§110,728,905**.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads.
- e. Entity shall file with the Authority an annually updated five-year program for use of the funds.

## 6. Entity Certifications

- a. <u>Maintenance of Effort.</u> Entity certifies that it is currently in compliance, 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 continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.

- ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by a Fee Study adopted by the City Council.
- b. <u>Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP).</u> Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. <u>Signs.</u> When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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.

	arties promise and agree to abide by the terms of this Memorandum of Understanding as the above.
SACR	AMENTO TRANSPORTATION AUTHORITY
Ву	
Dated:	August 27, 2015
CITY (	OF SACRAMENTO
By:	
Dy.	(Authorized Officer)
	(Officer's Printed Name)
	(Officer's Title)

STA / City of Sacramento MOU - Measure A On-going Annual Programs August 27, 2015

Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the *County of Sacramento*, hereinafter called "Entity."

#### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, 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. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
    - City Street and County Road Maintenance
    - Traffic Control and Safety Program
    - Safety, Streetscaping, Pedestrian and Bicycle Facilities
  - d. "Distribution Factor" means the percentage of Formula-Based program revenue to be allocated to Entity, set by the Board on an annual basis based on the Ordinance requirement that funding to the County and cities for On-going Annual Programs be distributed based 75% on relative population and 25% on total maintained street/road mileage.
  - e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

- 3. Revenue Allocations. The amount of revenue allocated to Entity for each of the On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections, requirements of the Ordinance, and, where applicable, the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be \$110,728,905.
  - In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.
- 4. <u>Disbursements.</u> Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.
- b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.
- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- d. Entity shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads.
- e. Entity shall file with the Authority an annually updated five-year program for use of the funds.

## 6. Entity Certifications

- a. <u>Maintenance of Effort.</u> Entity certifies that it is currently in compliance, 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 continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.

- ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by A Fee Study approved by the County Board of Supervisors.
- b. <u>Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP).</u> Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. <u>Signs.</u> When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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 Memorandum of Understanding as set forth above.
SACRAMENTO TRANSPORTATION AUTHORITY
By
Dated: <u>August 27, 2015</u>
COUNTY OF SACRAMENTO
By: (Authorized Officer)
(Officer's Printed Name)
(Officer's Title)
Attachment A: Public informational sign template Attachment B: Definitions of Eligible Expenditures

August 27, 2015

# SACRAMENTO TRANSPORTATION AUTHORITY MEMORANDUM OF UNDERSTANDING

# MEASURE A AMERICAN RIVER PARKWAY

This Memorandum of Understanding is made as of <u>August 27, 2015</u> by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the *County of Sacramento*, hereinafter called "Entity."

#### THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Purpose.</u> The purpose of this Memorandum of Understanding (MOU) is to provide for the annual allocation of Measure A sales tax revenue by the Authority and expenditure thereof by Entity.
- 2. <u>Definitions.</u> Unless the context otherwise requires, as used in this MOU, the following terms shall have the following meanings:
  - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
  - b. "Board" means the Governing Board of the Sacramento Transportation Authority.
  - c. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
- 3. <u>Revenue Allocations.</u> The cumulative amount of revenue allocated to Entity during FY 2015-16 shall be \$1 million (\$1,000,000).
- 4. <u>Disbursements.</u> Allocations to Entity shall be disbursed incrementally as funds are received from the State Board of Equalization (currently monthly).

# 5. Entity Obligations.

- a. Allocations shall be expended by Entity's *Department of Regional Parks* only for maintenance, operations, and improvements to the paved bikeway network within the portion of the American River Parkway managed by Entity.
- b. Entity shall keep a separate account of its Measure A allocations under this MOU. Interest earned on unexpended funds in the account shall be retained in the account and expended only on qualified expenditures.

- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
- 6. <u>Maintenance of Effort.</u> Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this Contract, with the maintenance of effort requirements set forth in the Ordinance. As such, Entity shall not reduce the amount of its non-federal, non-state, non-Measure A expenditures for the American River Parkway while receiving Measure A sales tax revenue.
- 7. <u>Reporting.</u> Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for its Measure A allocations. Reports shall include:
  - Amount of funds received
  - Amount of funds expended
  - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
- 8. <u>Audits.</u> Annual audits of the Measure A program 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. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
- 9. <u>Designation of Measure A Manager</u>. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
- 10. <u>Signs.</u> When a *capital* project is completed and open for public use, Entity shall post signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to those depicted in Attachment A.
- 11. <u>Indemnity and Hold Harmless</u>. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU 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.

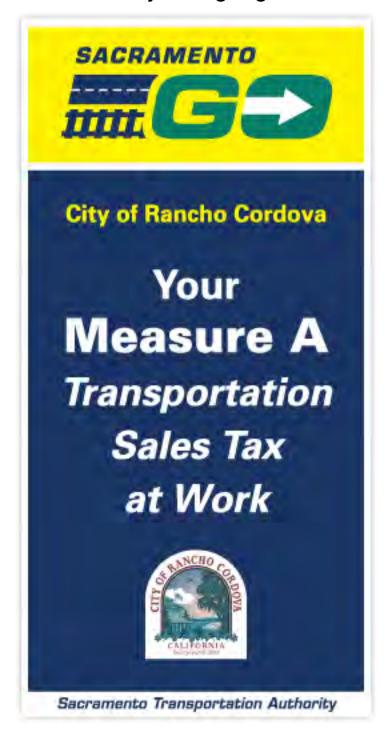
The parties promise and agree to abide by the terms of this Memorandum of Understanding a set forth above.	as
SACRAMENTO TRANSPORTATION AUTHORITY	
By	
Dated: <u>August 27, 2015</u>	
COUNTY OF SACRAMENTO	
By: (Authorized Officer)	
(Officer's Printed Name)	
(Officer's Title)	
Attachment A: Public informational sign template	

August 27, 2015 3

# ATTACHMENT A Project Signage



# ATTACHMENT A Project Signage



#### ATTACHMENT B

# Measure A Expenditure Categories DEFINITIONS OF ELIGIBLE EXPENDITURES

Adopted March 8, 2007 Reconfirmed February 26, 2015

# **City Street and County Road Maintenance Program**

The preservation and keeping of public street and road rights-of-way and each type of structure, safety device, planting, illumination equipment and associated facilities in the safe and useable condition to which it has been constructed or improved. Upgrades to appurtenances such as bicycle lanes, curbs, gutters, and sidewalks to currently accepted community standards may be performed in association with the repair of public streets and roads.

Includes roadway reconstruction, patching, repairing, surface treating, joint filling, scarifying, reshaping, and restoring material losses; cleaning, painting, and repairing bridges and structures (including those reserved for the exclusive use of non-motorized transportation); pavement sweeping; repainting of pavements, striping, and markings to equivalent standards; patching operations including base restoration; applying dust palliatives; jacking concrete pavements; resealing street or road shoulders and side street and road approaches; reshaping of drainage channels and side slopes; restoration of erosion controls; cleaning culverts and drains; removing slides and restoring facilities damaged by slides; routine landscape maintenance; replacing top soil, sod, plantings, and irrigation facilities on street and roadside; repairing curb, gutter, sidewalk, rip-rap, culverts, and drains; repainting, repairing, and servicing of signs, guardrails, traffic signals, lighting standards, and associated traffic control and safety devices; furnishing power for street and road lighting and traffic control devices.

Associated Measure A revenues are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction. The data source for relative population is the annual population estimates for cities and counties published by the California Dept. of Finance. Relative street and road mileage is determined by the cumulative number of lanes miles on the city or County street/road system as reported annually by each affected local entity.

#### **Local Arterial Program**

The construction, improvement and/or upgrading of specified arterial streets and roads into multi-modal transportation corridors consistent with contemporary urban design standards to facilitate the safe and efficient movement of high volumes of local and sub-regional motor vehicle, bicycle, and pedestrian traffic.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated traffic signs and traffic signals, medians, landscaping, incidental drainage, bicycle lanes or pathways, curbs, gutters, and sidewalks; labor, paving, materials and supplies for the construction of specified arterials (including new structures) and for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements of specified arterial streets and roads.

## **Traffic Control & Safety Program**

The installation or implementation of physical features and operational programs to improve the operation and safety of the local street and road network for motor vehicles, bicycles, pedestrians, and persons with disabilities. Such improvements may involve an expansion of vehicle capacity at intersections.

Includes assessment and evaluation of operational deficiencies, needs, and opportunities; environmental review and mitigation, engineering, design, and inspection; acquisition of rights-of-way or other property interests; improved traffic signage, traffic signals, pavement markings, and incidental drainage; implementation, upgrade, expansion, and operation of an integrated traffic signal and control system; traffic channelization; Transportation Systems Management (TSM) including planning, design, implementation, outreach, and evaluation measures to promote efficient and effective use of the transportation system by all users regardless of travel mode.

Associated Measure A revenues are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction.

## Transit Operations, Maintenance, & Safety

The operation and maintenance of the existing Sacramento Regional Transit District (District) bus, shuttle, and light rail system and new transit capital specified in the Expenditure Plan as authorized to be conducted by Chapter 5 (commencing with Section 102200) of Part 14, Division 10 of the California Public Utilities Code.

Includes routine maintenance of bus, shuttle, and rail vehicles; purchase of associated parts, equipment, materials, and fuel; labor to maintain and operate the transit fleet and to administer the District; reconstruction or replacement of transit vehicles consistent with lifecycle use; repair and maintenance of fixed assets including light rail tracks and rail bed, overhead catenary, structures, buildings, and transit stations and stops; furnishing power for light rail system and transit stops.

#### **Rail Transit Improvements**

The construction, extension, improvement, and/or upgrading of specified Sacramento Regional Transit District (District) light rail transit corridors, and the improvement and/or upgrading of the Capitol Corridor regional rail segment within Sacramento County to facilitate improved commuter rail service, as consistent with Chapter 5 (commencing with Section 102200) of Part 14, Division 10 of the California Public Utilities Code.

Includes planning, environmental review and mitigation, engineering, design, and inspection; acquisition of rights-of-way or other property interests; construction, installation, improvement, or upgrades to trackage, overhead catenary, associated signs and signals, buildings, structures, and stations; purchase of rail vehicles and associated equipment; labor, materials, and supplies for the construction of specified rail transit corridors and associated stations (including new structures) and for the addition of track or other expansion, upgrading, reconstruction, and implementation of operational improvements in specified rail transit corridors.

#### **Neighborhood Shuttle System**

A competitive grant program among local public transit providers to promote the development or expansion of shuttle routes in residential and commercial areas that have no—or infrequent—transit service. The objective is to connect neighborhoods to the light rail system and to bus routes on major arterials.

Eligibilities, schedules, and grant application procedures are set forth in a separate guidelines document (pending).

### **Senior & Disabled Transportation Services**

The provision by the Consolidated Transportation Services Agency (CTSA) of Sacramento County—per Chapter 5, Section 15975(a) of Part 13, Division 3 of the California Government Code—of specialized public transportation operations for seniors and persons with disabilities.

Includes acquisition, reconstruction, and replacement of specialized transit vehicles and associated equipment; construction of buildings and structures or other improvements; purchase of associated parts, equipment, materials, and fuel; routine maintenance of specialized transit vehicles and associated assets; labor to maintain and operate the vehicle fleet, real property or other property interests, and to administer the CTSA.

# Regional Bus/Carpool Connectors/Extensions

The provision by Caltrans of enhanced vehicle capacity on specified segments of the State highway system and the improvement of specified freeway connection ramps for exclusive use by buses, carpools, and other eligible vehicles.

Includes environmental review and mitigation, engineering, design, inspection, project management, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated access/egress ramps, traffic signage, medians, and landscaping; labor, paving, materials and supplies for the construction of specified projects (including new structures) and/or for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements on specified freeway segments and interchanges.

#### **Local Freeway Interchange Congestion Relief Upgrades**

The construction, improvement, or upgrading of specified interchanges to mitigate traffic congestion on the effected local arterial and associated State highway. Arterial-freeway interchange improvements will be implemented by the local jurisdiction in which the project is located. Freeway-freeway interchange improvements will be implemented by Caltrans.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated traffic signs, traffic signals, pavement markings, medians, landscaping, bicycle lanes or pathways, curbs, gutters, sidewalks, and drainage; labor, paving, materials and supplies for the construction of specified interchanges (including new structures) and for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements

of specified arterial streets and roads. Improvements to arterial/freeway interchanges should permit bicyclists and pedestrians to safely and efficiently traverse the effected freeway segment.

# Safety, Streetscaping, Pedestrian and Bicycle Facilities

The construction, improvement, and/or upgrading of transportation facilities and corridors to provide bicyclists, pedestrians, and persons with disabilities safe and efficient travel routes and to improve the aesthetics of local streets and roads. One million dollars per year will be expended exclusively for maintenance, operations, and improvements to the paved bikeway network within the portion of the American River Parkway managed by the Sacramento County Department of Regional Parks.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to traffic signs and traffic signals, landscaping, bicycle lanes or pathways, curbs, gutters, and sidewalks; barrier and hazard removal; labor, materials and supplies for the construction or reconstruction of bikeways and sidewalks (including new structures) and for other expansion, upgrading, reconstruction, and implementation of operational improvements to facilitate bicycle and pedestrian travel and improved streetscapes.

Associated Measure A revenues (with the exception of the \$1 million allocated annually to the Sacramento County Department of Regional Parks for maintenance, operations, and improvements to the bikeway network in the American River Parkway) are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction.

#### **Transportation-Related Air Quality Program**

The development, implementation and evaluation by the Sacramento Metropolitan Air Quality Management District of projects and programs to mitigate the regional impacts of motor vehicle emissions.

Includes air quality monitoring; public relations and information; programs to accelerate the retirement or replacement of older, high-polluting motor vehicle engines; programs to accelerate the dissemination of new, cleaner engine technologies; other programs demonstrated to effectively contribute to reduced vehicle emissions.

# **Smart Growth Incentive Program**

A competitive grant program among local public agencies to facilitate land use planning and development/redevelopment projects that promote pedestrian, bicycle, and transit travel and a reduced reliance on personal automobiles. This program will be funded exclusively via the Countywide development fee component of Measure A. At least \$5 million will be expended exclusively for environmental mitigation associated with construction of the I-5/SR99/SR50 connector road.

Eligibilities, schedules, and grant application procedures are set forth in a separate guidelines document (pending).

## **Transportation Project Environmental Mitigation Program**

The development and implementation of projects and programs to mitigate some of the anticipated environmental consequences of constructing and operating the capital projects set forth in the Measure A expenditure plan. This program will be funded exclusively via the Countywide development fee component of Measure A.

Includes purchase of open space, significant natural habitat, and property easements; construction of replacement or alternative natural habitat; stormwater runoff abatement and erosion controls; other programs demonstrated to effectively mitigate the environmental impacts of constructing and operating the capital projects set forth in the Measure A expenditure plan. At least \$5 million will be expended exclusively for environmental mitigation associated with construction of the I-5/SR99/SR50 connector road.

Eligibilities, schedules, and grant application procedures are set forth in a separate guidelines document (pending).

#### **Program Administration**

Overall management and oversight of the Measure A sales tax program.

Includes employment of administrative and clerical staff; contracting for specialized services of a limited-term; acquisition and/or lease, maintenance, and operations of office space, office equipment, materials, and supplies; operation of an Independent Taxpayer Oversight Committee (ITOC); other such administrative and planning activities as deemed necessary and appropriate by the Governing Board.

#### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #9

**Subject: STA Measure A Debt Policy** 

#### Recommendation

Review and discuss the draft STA debt policy, and forward it to the STA Board for approval.

#### **Discussion**

The STA began issuing public debt backed by Measure A sales tax revenues in 2006. Associated bond revenues (≈ \$370 million) have been used to accelerate the delivery and construction of some of the capital projects listed in the **New** Measure A expenditure plan. The debt program is based on prudent fiscal policy and comprehensive financial analysis practices. The STA receives on-going counsel on such matters from an independent financial advisory firm (PFM, Inc.) that specializes in assisting public agencies to participate in the capital markets.

In recent years, the capital markets have become increasingly regulated as a result of changes in federal law arising from the *Dodd-Frank Wall Street Transparency and Accountability Act*. The Act influences almost every segment of the capital markets, including the establishment of new standards for market participants (issuers, underwriters, investors, advisors, investment banks, bond/disclosure counsel, rating agencies etc.) and how the various participants relate to each other.

To accommodate this enhanced regulatory environment, staff recommends that the STA Board adopt a formal agency debt policy. A debt policy sets forth formal guidelines, allowances, restrictions, and procedures for the issuance and management of debt. It is a "best practice" document recommended by the Government Finance Officers Association (GFOA) for the effective issuance of debt and the integrated administration of a comprehensive debt program. Its primary objectives are: 1) to organize and formalize the agency's debt issuance policies and procedures; 2) to maintain cost effective access to capital markets through prudent, yet flexible policies to moderate debt service obligations; and 3) to preserve the highest practical municipal bond rating. The proposed debt policy (attached) was prepared by staff in coordination with our consulting financial advisors at PFM, Inc. It is intended to provide further evidence to financial markets and participants of the STA's commitment to sound financial management and controlled borrowing practices, and will be regarded as a positive factor in the evaluation of the agency's credit worthiness to holders, and potential holders, of STA-issued debt. Once approved, the taxpayers committee and STA Board will review the policy document annually for currency.

Attachment

Staff Contact: Brian Williams



# Sacramento Transportation Authority Debt Policy – DRAFT

#### I. Introduction

The purpose of this Debt Policy is to establish guidelines for the issuance and management of Sacramento Transportation Authority's ("STA" or the "Authority") current and future debt. This Debt Policy confirms the commitment of the Board, management, staff, and other decision makers to adhere to sound financial management practices. Priorities of the Debt Policy are as follows:

- Effectively manage and mitigate financial risk
- Preserve future program flexibility
- Maintain strong credit ratings and good investor relations
- Maintain ready and cost-effective access to the capital markets

#### II. Scope and Authority

This Debt Policy shall guide, the issuance and management of all debt funded through the capital markets, including the selection and management of related financial and advisory services and products.

This Policy shall be reviewed periodically and updated as required. Any changes to the policy are subject to approval by the Board at a public meeting. Overall policy direction of this Debt Policy shall be provided by the Board. Responsibility for implementation of the Debt Policy, and day-to-day responsibility and authority for structuring, implementing, and managing the Authority's debt and finance program, shall reside with the Executive Director. This Debt Policy requires that the Board specifically authorize each debt financing.

While adherence to this Policy is required in applicable circumstances, the Authority recognizes that changes in the capital markets, Authority programs and other unforeseen circumstances may from time to time produce situations that are not covered by the Debt Policy and require modifications or exceptions to achieve policy goals. In these cases, management flexibility is appropriate, provided specific authorization from the Board is obtained.

#### III. Capital Budgeting and Planning for Debt Issuance

The 2004 Measure A Sales Tax is authorized under the Authority's Ordinance No. STA 04-01 (the "2004 Ordinance"). As part of the 2004 Ordinance, the Authority also adopted a new Sacramento County Transportation Expenditure Plan 2009-2039 (the "2004 Transportation Expenditure Plan") which governs the expenditure of the 2004 Measure A Sales Tax and the 2004 Measure A Impact Fee.



The 2004 Expenditure Plan is currently being funded through a combination of pay-as-you-go and bond financing. The Authority staff has prepared and periodically updates a Plan of Finance which details the Authority's capacity to deliver projects on an accelerated basis through bond financing. The Plan of Finance is reviewed by the Board and reflects the Board's project prioritization. The Plan of Finance is developed to be consistent with the 2004 Ordinance, the 2004 Transportation Expenditure Plan and the borrowing parameters and covenants included in the Authority's Bond Indenture and other legal documents.

Borrowing needs are evaluated on a periodic basis within the context of the Authority's Plan of Finance. As noted previously, this Debt Policy requires that the Board specifically authorize each debt financing

## IV. Standards For and Appropriate Use of Debt Financing

As borrowing needs are identified, the Authority will evaluate the nature of the capital investment (e.g., the purpose and useful life of the asset) to ensure that long-term debt is the appropriate financing mechanism to meet the funding need. Standards for the appropriate use of debt financing will include those described below.

- A. Long Term Capital Projects: Long-term debt should be used to finance essential capital projects where it is cost effective and fiscally prudent. The debt repayment period should not exceed 120% of the useful life of the project being financed or the term of the current sales tax Measure. The ability or need to expedite or maintain the programmed schedule of approved capital projects will be a factor in the decision to issue long-term debt.
- **B.** <u>Debt Financing Mechanism:</u> The Authority will evaluate the use of financial alternatives available including, but not limited to, long-term debt, short-term debt, commercial paper, direct bank loans, private placement and inter-fund borrowing. The STA will utilize the most cost advantageous financing alternative consistent with limiting the Authority's risk exposure.
- C. <u>Credit Quality</u>: Credit quality is an important consideration for the Authority. All STA debt management activities for new debt issuances will be conducted in a manner conducive to receiving the highest credit ratings possible consistent with the Authority's debt management and project delivery objectives.

# V. Purpose of Financing

The general purpose of bond financing falls into three general categories: (1) to finance new capital infrastructure, (2) to refinance existing bonds to reduce financing costs, risk or both, or (3) to reimburse an agency for eligible capital expenditures made within the last 18 months. These purposes are described in more detail below



- **A.** New Money Financing: New money issues are those financings that generate additional funding to be available for expenditure on capital projects. These funds will be used for acquisition, construction and major rehabilitation of capital assets. New money issues will be proposed in the context of STA's Plan of Finance and will be consistent with the 2004 Transportation Expenditure Plan and Measure A Ordinance.
- **B.** Refunding Bonds: Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Most typically this is done to refinance at a lower interest rate to reduce debt service. Alternatively, some refundings are executed for a reason other than to achieve cost savings, such as to restructure the repayment schedule of the debt, to change the type of debt instruments being used, or to retire an indenture in order to remove undesirable covenants. In any event, a present value analysis must be prepared that identifies the economic effects of any refunding being proposed to the STA.

The Authority has established a minimum debt service savings threshold goal of 3.0% of the refunded bond principal amount, on a maturity-by-maturity basis, unless there are other compelling reasons for defeasance. As an exception to this target savings threshold, the Authority may elect to include bonds maturing in the next 24 months into a larger refunding if those maturities provide some positive savings. The present value savings will be net of all costs related to the refinancing.

**C.** Reimbursement Bonds: A reimbursement bond is a tax-exempt bond the proceeds of which are allocated to prior expenditures originally paid from sources other than bond proceeds. A proper reimbursement allocation results in the proceeds being treated as spent for the governmental purpose of the original expenditures even though the actual moneys are used to replenish the funds originally used to pay the expenditures.

Under federal tax regulations, the proceeds of bonds may be allocated to a prior capital expenditure, but only if a formal declaration of reasonable intention to reimburse the expenditure with the proceeds of a borrowing (a "declaration of official intent") had been properly made within sixty (60) days after the date the expenditure was paid. This declaration of official intent is commonly made via a reimbursement resolution adopted by the Board. If a declaration of official intent has been made, bond proceeds may be allocated to expenditures previously made for a period of up to 18 months after the date the expenditures were made.

#### VI. Types of Debt

The market for municipal finance is well developed and provides numerous products or types of debt that the Authority will evaluate on a case-by-case basis.



Some of the types of debt – long-term, short-term and variable rate – available to the Authority are described in this section.

#### A. Long Term Debt

- 1. Current Coupon Bonds: are bonds that pay interest periodically and principal at maturity. They may be used for both new money and refunding transactions. Bond features may be adjusted to accommodate the market conditions at the time of sale, including changing dollar amounts for principal maturities, offering discount and premium bond pricing, modifying call provisions, utilizing bond insurance, and determining how to fund the debt service reserve fund.
- 2. Zero Coupon and Capital Appreciation Bonds: pay interest that is compounded and paid only when principal matures. Interest continues to accrue on the unpaid interest at rates that are typically higher than rates on current-coupon bonds, therefore representing a more expensive funding option. In the case of zero-coupon bonds, principal paid at maturity is discounted back to the initial investment amount received at issuance. In the case of Capital Appreciation Bonds, the value of the bond accretes until maturity.
- 3. Transportation Infrastructure Finance Innovation Act (TIFIA) Loan: is a loan provided by the United States Department of Transportation for certain transportation projects of regional importance. A TIFIA loan may contain comparatively flexible repayment provisions and an interest rate that is tied to the prevailing 30-year US Treasury Bond yield. The Authority may elect to apply for a TIFIA loan if it is determined that it is the most cost effective debt financing option available.

#### B. Short-Term Debt

- 1. Commercial Paper Notes: may be issued as an alternative to fixed rate debt, particularly when the timing of funding requirements is uncertain. The Authority may maintain an ongoing commercial paper program to ensure flexibility and immediate access to capital funding when needed.
- 2.Bond Anticipation Notes (BANs): May be issued to meet near-term needs and refinanced in anticipation of the future issuance of bond proceeds. BANs provide near-term funding with a fixed rate.
- 3. <u>Grant Anticipation Notes (GANs)</u>: are short-term notes that are repaid with the proceeds of State or Federal grants of any type. The Authority shall generally issue GANs only when there is no other viable source of funding for the project



4. <u>Lines of Credit</u>: shall be considered as an alternative to or credit support for other short term borrowing options.

#### C. Variable Rate Debt

 Variable Rate Debt. It is sometimes appropriate to issue short-term or long-term variable rate debt to diversify the debt portfolio, reduce interest costs, provide interim funding for capital projects and improve the match of variable rate assets to variable rate liabilities. The amount of unhedged variable rate debt will generally not exceed 20% of all outstanding debt.

Variable rate securities, including floating rate notes, may be used in conjunction with a financial strategy, which results in synthetic fixed rate debt. Synthetic fixed rate debt may be utilized when the interest rate cost is sufficiently lower than traditional fixed rate debt or serves as an effective strategy to remove future interest rate risk.

#### VII. Terms and Structure of Bonds

The terms and structure of a specific bond issuance will be developed within a prudent legal framework and with the objective of maintaining strong credit ratings, addressing investor concerns, minimizing risk to the Authority and preserving future flexibility in a cost-effective manner. Some of the terms and structural considerations are discussed below

- **A.** <u>Term</u>: All capital improvements financed through the issuance of debt will be financed for a period not to exceed 120% of the expected average useful life of the assets being financed, and in no event should exceed the expiration date of the current sales tax measure.
- **B.** <u>Lien Levels</u>: Senior and Junior Liens for each revenue source may be utilized in a manner that will maximize the most critical constraint -- typically either cost or capacity -- thus allowing for the most beneficial use of the revenue source securing the bond.
- C. <u>Debt Service Structure</u>: The Authority will examine debt service structures in the context of program needs. Combined principal and interest payments for any particular bond issue will first be examined as a level payment structure. Deferred principal can create increased program and project delivery capacity and will also be examined. The Authority's debt service structure will be sized within conservative revenue constraints and with the objective of maintaining strong credit ratings.
- **D.** <u>Capitalized Interest</u>: Unless otherwise required, capitalized interest will not be employed. This avoids unnecessarily increasing the bond size. Certain types of



financings, such as toll revenue bonds, may require that interest on the bonds be paid from capitalized interest until the Authority has constructive use of the project and project related revenues are expected to be available to pay debt service.

- E. Additional Bonds Test: Any new senior lien debt issuance must not cause the Authority's debt service to exceed the level at which prior year revenues are less than 180 percent (1.80x) of the maximum annual principal and interest for the aggregate outstanding senior lien bonds including the debt service for the new issuance.
- **F.** <u>Call Provisions</u>: In general, fixed rate, tax-exempt bonds will be issued with a provision that allows the Authority to call outstanding bonds 10-years after the bond delivery date at par (i.e., no call premium). Shorter calls may be considered to increase program flexibility based on market conditions at the time of pricing.

### VIII. Credit Enhancement

The Authority will consider the cost and benefit of credit enhancement, including the potential funding of a debt service reserve fund, on a case-by-case basis with each separate bond issuance.

- **A.** <u>Bond insurance</u>: The Authority shall have the authority to purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest expense on insured bonds versus uninsured bonds.
- **B.** Debt Service Reserves: When beneficial to the Authority, a reserve fund equal to the lesser of ten percent (10%) of the original principal amount of the bonds, maximum annual debt service or one-hundred-and-twenty-five (125%) percent of average annual debt service (the "Reserve Requirement") shall be funded from the proceeds of each series of bonds, subject to federal tax regulations and in accordance with the requirements of credit enhancement providers and/or rating agencies.

The STA shall have the authority to purchase reserve equivalents (i.e., the use of a reserve fund surety) when such purchase is deemed prudent and advantageous. Such equivalents shall be evaluated in comparison to cash funding of reserves on a net present value basis.

**C.** <u>Letters of Credit</u>: The STA shall have the authority to enter into a letter-of-credit agreement when such an agreement is deemed prudent and advantageous. The long-term and short-term credit ratings of those financial institutions



offering letters of credit will be a critical consideration before procuring any letter of credit.

### IX. Financial Derivative Products (Interest Rate Swaps)

Interest rate exchange agreements ("swaps") are arrangements whereby two or more parties, the issuer and one or more counterparties, enter into an agreement to exchange periodic interest payments (no principal is involved). Swaps and related financial instruments and derivatives are may be appropriate interest rate management tools. Properly used, swaps can increase the Authority's financial flexibility and provide opportunities for interest rate savings. The appropriate application of a derivative product will be evaluated on a case-by-case basis.

### A. Objectives

The use of swaps and related financial instruments should balance the Authority's primary objectives of reducing the cost of capital, minimizing interest rate volatility, and gaining flexibility in structuring and managing its debt portfolio over time within the risks associated with these tools and instruments. Valid objectives of interest rate swaps include:

- 1. Producing net savings to the Authority
- 2. Capping or hedging variable rate interest payments

Swaps will not be used for speculative purposes such as potential trading gains or in those cases where they may create extraordinary leverage or financial risk.

### B. Authority for Entering into Swap Agreements

The use of swaps is limited to the Authority's debt, and does not apply to, and are not authorized for, use in conjunction with the Authority's investment portfolio (covered by a separate annual Investment Policy resolution). The Authority's Chief Financial Officer, in consultation with the Authority's Financial Advisor and swap advisor subject to the approval of the Authority's Executive Director, shall be responsible for determining if and when it is in the Authority's overall best financial interests to recommend that the Authority enter into a swap or related financial arrangement covered by this Debt Policy. All proposals to enter into swap agreements must be approved by the Authority Board.

### C. Swap Risk Analysis/Considerations

The Authority, its Financial Advisor, bond counsel and swap advisor shall evaluate all financial products with respect to the unique risks that swap transactions bear. A specific determination must be made that the proposed or expected benefits exceed the identified risks by an adequate margin over those available in the traditional cash or fixed rate market. At a minimum, the Chief Financial Officer and the Authority's Financial Advisor shall perform an evaluation of the risks and what steps have been taken to mitigate any risks and address all other salient considerations. The Authority will retain a swap advisor to assist in assessing these



risks. The Authority will rely on the advice of its swap advisor together with its own independent judgment with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy.

### D. Qualified Counterparties and Swap Procurement

The Authority shall be authorized to enter into interest rate swap transactions only with qualified swap counterparties. At the time a swap agreement is entered into, counterparties (or their guarantors) must have a rating of at least "A12" or "A+" from one of the three major rating agencies (Moody's, Standard and Poor's, or Fitch), and no lower than "A3" or "A-" from the other agencies or such more restrictive ratings that the Authority Board shall approve. In addition, each counterparty must have a demonstrated record of successfully executing swap transactions. Each counterparty shall have a minimum capitalization of at least \$500 million. (If the ratings were to be downgraded after the execution of the swap, the Authority may choose to terminate the swap, or to continue with the agreement based on business and economic considerations.)

On a product-by-product basis, the Authority will have the authority to negotiate the procurement of financial instruments that have customized or specific attributes designed on its behalf. An independent swap advisor should be retained to assist the Authority in evaluating the proposed pricing of swaps or other derivative financial instruments.

### E. Termination Provisions

All swap transactions shall contain provisions granting the Authority the right to optionally terminate a swap agreement at any time over the term of the agreement. In general, exercising the right to terminate an agreement produces a benefit to the Authority, either through the receipt of a payment from a termination, or if the termination payment is made by the Authority, in conjunction with a conversion to a more beneficial (desirable) Authority debt obligation, as determined by the Authority. Termination payments by the Authority would be payable on a subordinate basis.

### F. Conformance with Dodd-Frank Act

It is the intent of the Authority to conform to the requirements relating to legislation and regulations for over-the-counter derivatives transactions under Title VII of the Dodd-Frank Wall Street Transparency and Accountability Act of 2010, as supplemented and amended from time to time (herein collectively referred to as "Dodd-Frank"). It is the policy of the Authority that: (i) each swap advisor engaged or to be engaged by the Authority will function as the designated qualified investment independent representative of the Authority, ("Designated QIR"); (ii) each swap advisor agrees to meet and meets the requirements specified in Commodity Futures Trading Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the "QIR Regulation"); (iii) each swap advisor provide a written certification to the Authority to the effect that such swap



advisor agrees to meet and meets the requirements specified in the QIR Regulation; (iv) the Authority monitor the performance of each swap advisor consistent with the requirements specified in the QIR Regulation; (v) the Authority exercise independent judgment in consultation with its swap advisor in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy;, (vi) the Authority rely on the advice of its swap advisor with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy; (vii) the Authority comply with all recordkeeping, reporting and certification requirements for end-users as applicable under the Commodity Exchange Act ("CEA")

### X. Method of Bond Sale

The Authority will determine, on a case-by-case basis, whether to sell its bonds competitively or through negotiation. Generally, there are three methods of sale: competitive, negotiated and private placement. Each type of bond sale has advantages and the potential to provide the lowest cost given the right conditions.

A. Competitive Sale: A competitive bond sale is used by established issuers, with strong credit ratings during times in which there are stable market conditions. With a competitive sale, an underwriter is not selected prior to the date of sale. The issuer works with their financial advisor and legal counsel to prepare documents, rating strategies and to notify market participants of the coming bond sale according to a published Notice of Sale. Industry accepted information outlets as well as phone calls made directly to the desks of underwriting firms are used to notify underwriters of the upcoming sale. The underwriter is selected based solely on price on the day of sale when bids are accepted.

A competitive sale allows an issuer to control bidding parameters and select the winning underwriter solely on the lowest True Interest Cost (TIC) submitted during a 30-minute bid process. No input on credit, structure or other matters is received from underwriters under a competitive sale.

**B.** Negotiated Sale: In a negotiated bond sale the issuer selects the underwriter several months before the sale of the bonds through a competitive RFP process. The underwriter is selected based upon relevant experience, recent bond sale performance and fees, among other factors. The final pricing of the bonds is directly negotiated with the underwriter based upon investor demand and orders received on the day of sale. The issuer generally relies upon the financial advisor during the negotiation process.



A negotiated sale is common for a new or infrequent issuer or an issuer with a weak bond rating. A negotiated sale can be advantageous during high volatility in the financial markets or during periods of low investor demand. Issuers who desire the underwriter's input on credit rating strategies, deal structure, document preparation, etc., will elect to sell bonds through a negotiated sale.

**C.** Private Placement: is a sale that is structured specifically for one purchaser such as a commercial bank. A direct purchase agreement or revolving credit facility is a form of a private placement. Such placement shall be considered if this method is likely to result in a cost savings, more attractive terms and conditions to the Authority, or both relative to other methods of debt issuance.

### XI. Market Relationships

As an issuer who values cost-effective market-access, the Authority will actively provide requested information and maintain relationships with rating agencies, investors and other market participants, as needed.

- A. Rating Agencies: The Executive Director shall be primarily responsible for maintaining our relationships with those rating agencies (i.e., Standard & Poor's, Moody's Investors Service and Fitch Ratings) from whom the Authority requests and holds ratings. The Authority may, from time-to-time, choose to deal with only one or two of these agencies as circumstances dictate. In addition to general communication, the Executive Director shall offer conference calls and/or meetings with agency analysts in connection with a planned sale.
- **B.** <u>Investor Relations</u>: Timely and accurate information shall be provided in response to inquiries from investors in order to maintain positive ongoing investor relations.
- **C.** <u>Board Communication</u>: As a means of providing feedback from rating agencies and/or investors regarding our financial strengths and weaknesses as perceived by the marketplace, information will be provided to the Board when and if material information develops.

### XII. Continuing Disclosure

It is Authority's policy to remain in compliance with Title 17 Code of Federal Regulations  $\$240\ 15$ c2-12, Municipal Securities Disclosure, by filing our annual financial statements and other financial information for the benefit of our bondholders within [270 days] of the close of the fiscal year and file material event notices in a timely manner.

### XIII. Consultants



The Authority shall select its primary consultant(s) by a competitive qualifications-based process through Request for Proposals.

- **A.** <u>Selection of Financing Team Members</u>: The Executive Director will make recommendations for all financing team members, with the Board providing final approval.
  - 1. Financial Advisor: The Authority shall utilize a financial advisor to assist in its debt issuance and debt administration processes. Selection of the Authority's financial advisor(s) shall be based on, but not limited to, the following criteria: (a) experience in providing consulting services to complex issuers, (b) knowledge and experience in structuring and analyzing complex issues, (c) experience and reputation of assigned personnel, and (d) fees and expenses.
  - 2. <u>Bond Counsel</u>. Transaction documentation for debt issues shall include a written opinion by legal counsel affirming we are authorized to issue the proposed debt, that we have met all constitutional and statutory requirements necessary for issuance, and a determination of the proposed debt's federal income tax status. A nationally recognized bond counsel firm with extensive experience in public finance and tax issues will prepare this approving opinion and other documents relating to the issuance of debt. The bond counsel will be selected through a competitive RFP process.
  - 3. <u>Disclosure Counsel</u>. When undertaking a bond sale, disclosure counsel may be retained to prepare the official statement if additional independence or expertise is needed. Disclosure counsel will be responsible for ensuring that the official statement complies with all applicable rules, regulations and guidelines. Disclosure counsel will be a nationally recognized firm with extensive experience in public finance. The disclosure counsel will typically be selected through a competitive RFP process.
  - 4. <u>Underwriter</u>: The Authority shall have the right to select a senior manager and co-managers for a proposed negotiated sale. The Authority may establish a pool of eligible underwriters, or select firms on an as-needed basis. In either case, underwriters for a particular transaction will be selected through a competitive RFP process.
  - 5. <u>Underwriter Counsel</u>: In any negotiated sale of Authority debt in which legal counsel is required to represent the underwriter, the lead underwriter will make the appointment, subject to Authority approval.

### XIV. Post-Issuance Compliance Procedures



The Authority will establish and document procedures to ensure that STA is in compliance with requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied with respect to tax-exempt bonds and other obligations after the bonds are issued so that interest on the bonds is and will remain tax-exempt.

### MEASURE A INDEPENDENT TAXPAYERS OVERSIGHT COMMITTEE

September 24, 2015 Item #10

# <u>Subject:</u> Sacramento County Transportation Mitigation Fee Program: Annual Statement of Revenues and Expenditures

## Recommendation

Receive and file the FY 2014-15 statement of revenues and expenditures for the Sacramento County Transportation Mitigation Fee Program

### **Discussion**

The Measure A Ordinance imposes a transportation impact mitigation fee on property development throughout the County. The *Sacramento County Transportation Mitigation Fee Program (SCTMFP)* took effect on April 1, 2009. The County and cities collect the fee during their routine building permit process, and submit the cumulative fee revenues to the STA every six months. STA deposits the funds in an interest-bearing capital facilities account pending expenditure on eligible Measure A capital projects.

California Government Code Section 66006 requires that a public agency prepare an annual statement for each such capital facilities account under its purview. The information below is intended to satisfy that reporting requirement for the SCTMFP account during FY 2014-15:

### Brief Description of the SCTMFP Fee

The SCTMFP is a uniform 30-year Countywide development fee program. Its purpose is to mitigate the impacts of property development on the Countywide road and transit network. The County and incorporated cities impose the fee when affected property development projects are issued a building permit. Cumulative revenues are submitted to the STA semi-annually (February & August). The local entities must collect and report the SCTMFP fee within their jurisdictions as a condition of receiving their respective distributions of Measure A sales tax revenues for local street and road maintenance. The SCTMFP revenues complement the Measure A transportation sales tax revenue stream, and are earmarked exclusively for the development and construction of capital projects and related programs set forth in the Measure A expenditure plan.

### Beginning & Ending Balance of the SCTMFP Account

July 1, 2014: \$5,254,385
June 30, 2015: \$9,885,863

# Amount of Fees Collected and Interest Earnings

• Fees Collected: \$4,624,139 (See attachment for collections by entity)

■ Interest Earnings: \$14,015

# Fee Schedule for FY 2014-15

Land Use	Fee Rate (\$)				
	(July 1, 2014 – June 30, 2015)				
Single-Family Residential	1,128 per unit				
Single-Family Residential, Senior	902 per unit				
Multi-family Residential	790 per unit				
Multi-family Residential, Senior	677 per unit				
Office Use	1,355 per 1000sq ft				
Retail Use	1,692 per 1000sq ft				
Industrial Use	902 per 1000 sq ft				
Hotel/Motel	654 per sleeping room				
Extended Stay Hotel/Motel	581 per sleeping room				
Golf Course	940 per acre				
Movie Theater	2,148 per screen				
Religious Center	1,050 per 1000 sq ft				
Hospital	1,893 per 1000 sq ft				
Service Station	1,468 per fueling pump				
Supermarket	1,692 per 1000 sq ft				
Warehouse / Self Storage	282 per 1000 sq ft				
Assisted Living	325 per bed				
Congregate Care	239 per unit				
Child Day Care	519 per student				
Private School (K-12)	294 per student				
Auto Repair / Body Shop	1,692 per 1000 sq ft				
Gym / Fitness Center	1,692 per 1000 sq ft				
Drive-through Car Wash	1,692 per 1000 sq ft				
All Other	Average weekday trip				
	generation rate X 118.49				

# List of SCTMFP Expenditures During FY 2014-15 by Project

There were no SCTMFP expenditures during FY 2014-15.

# Proposed SCTMFP-Funded Projects During FY 2015-16

The candidate projects for expenditure from the account during FY 2015-16 are:

- Hazel Avenue (US50-Madison Ave)
- Hazel Avenue (US50-Folsom Blvd)
- US 50 carpool lanes & community enhancements Ph II
- Sacramento Intermodal Transportation Facility
- I-5/SR99/US50 Connector

Measure A ITOC September 24, 2015 Item #10

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# List of Interfund Transfers or Loans

There were no transfers, loans, or related commitments of funds to or from the SCTMFP account during FY 2014-15.

## List of Refunds from the SCTMFP Account per Government Code Section 66006(H)

There was one refund of SCTMFP revenues collected during FY 2014-15:

1. The City of Citrus Heights was refunded \$6,676 for fees collected for a development application that was subsequently withdrawn.

Attachment

Staff Contact: Brian Williams

# DEVELOPMENT IMPACT FEE REVENUE FY 2014/15

Period	Rancho Cordova	Galt	City of Sacramento	County of Sacramento	Folsom	Citrus Heights	Elk Grove	TotaL Revenue FY 14/15
Jul 14 - Dec 14	128,551.76	96,888.67	1,116,446.27	363,066.22	182,217.60	16,892.00	261,739.84	\$ 2,165,802.36
Jan 15 - Jun 15	224,429.30	149,364.51	511,890.26	538,855.33	381,690.85	78,702.39	573,404.12	\$ 2,458,336.76
Total	\$ 352,981.06	\$ 246,253.18	\$ 1,628,336.53	\$ 901,921.55	\$ 563,908.45	\$ 95,594.39	\$ 835,143.96	\$ 4,624,139.12

# DEVELOPMENT IMPACT FEE REVENUE / EXPENDITURES ACCUMULATED REVENUE FROM FY 09/10 THROUGH FY 14/15

Prior Year Revenues \$ 1,597,960.07 \$ 680,034.40 \$ 3,526,639.07 \$ 3,651,096.45 \$ 1,812,135.72 \$ 117,824.85 \$ 3,696,689.99 \$ 72,236.27 \$ 15,154,60	re ng
Jan 15 - Jun 15 224,429.30 149,364.51 511,890.26 538,855.33 381,690.85 78,702.39 573,404.12 \$ 2,458,	16.82
	02.36
Total \$\_\_\\$ 1,950,941.13 \\$ 926,287.58 \\$ 5,154,975.60 \\$ 4,553,018.00 \\$ 2,376,044.17 \\$ 213,419.24 \\$ 4,531,833.95 \\$ \\$ 72,236.27 \\$ 19,778,	36.76
	55.94
9.9% 4.7% 26.1% 23.0% 12.0% 1.1% 22.9% 99.6%	
Expenditures - FY 11/12 (371,690.34) (382,219.35) (59,274.61) (3,940,833.00) (2,465,665.85) \$ (7,219,60)	83.15)
Expenditures - FY 12/13 \$	-
Expenditures - FY 13/14 (1,471,903.48) (1,084,916.82) (123,728.79) \$ (2,680,900)	49.09)
Expenditures - FY 14/15 (6,676.00) \$ (6,676.00)	76.00)
Interest - FY 14/15	15.00
Ending fund balance @ 6/30/15 \$ 9.885,	