



---

Regional Transportation Planning Agency - Local Transportation Commission  
Monterey County Service Authority for Freeways and Expressways  
Monterey County Regional Development Impact Fee Joint Powers Agency  
Email: [info@tamcmonterey.org](mailto:info@tamcmonterey.org)

**BOARD OF DIRECTORS**

**Wednesday, March 22, 2023**

**\*\*9:00 AM\*\***

**MEETING LOCATION**

Voting members must attend a physical meeting location to count towards quorum

*1441 Schilling Place, Salinas, California*

*Cinnamon Conference Room*

Wi-Fi Network: MontereyCty-Guest (no password required)

**Alternate Locations with Zoom Connection Open to the Public**

*168 West Alisal Street, 2nd Floor, Salinas, California 93901*

*Supervisor Alejo's Office*

**Members of the public & non-voting members may join meeting online at:**

**<https://us02web.zoom.us/j/446951513?pwd=QmNUODRtdXlCSEFmLzIiXVmhY21yUT09>**

**OR**

**By teleconference at: +1 669 900 6833**

**Meeting ID: 446 951 513**

**Password: 194463**

*Please see all the special meeting instructions at the end of the agenda.*

*The agenda and all enclosures are available on the Transportation Agency website:*

*www.tamcmonterey.org, by clicking on Transportation Agency Board, meetings and agendas, click on agenda item and open it, click on report attachments listed at end of report.*

## 1. QUORUM CHECK – CALL TO ORDER

*Transportation Agency by-laws require a quorum of a minimum of 9 voting members, including a minimum of 7 city representatives and 1 county representative.*

***If you are unable to attend, please contact your alternate. Your courtesy to the other Transportation Agency Board members to assure a quorum is appreciated.***

## PLEDGE OF ALLEGIANCE

## 2. PUBLIC COMMENTS

Any member of the public may address the Board on any item not on the agenda but within the jurisdiction of the Board. Under this item, each member of the public is allowed three minutes to address concerns. Comments in items on this agenda may be given when that agenda item is discussed. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged to submit comments in writing to Maria at maria@tamcmonterey.org by 5:00 pm the Monday before the meeting, and such comments will be distributed to the Board before the meeting.

Alternative Agenda Format and Auxiliary Aids: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals requesting a disability-related modification or accommodation, including auxiliary aids or services, may contact Transportation Agency staff at 831-775-0903. Auxiliary aids or services include wheelchair accessible facilities, sign language interpreters, Spanish language interpreters, and printed materials in large print, Braille or on disk. These requests may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting and should be made at least 72 hours before the meeting. All reasonable efforts will be made to accommodate the request.

## 3. CONSENT AGENDA

Approve the staff recommendations for items listed below by majority vote with one motion. Any member may pull an item off the Consent Agenda to be moved to the end of the **CONSENT AGENDA** for discussion and action.

## 4. RECEIVE presentation on the progress of the Salinas Valley Safe Routes to School Plan and the Participatory Budgeting process.

- Strause

***The Salinas Valley Safe Routes to School Plan will include recommendations for all public K-12 schools in the cities of Gonzales, Soledad, Greenfield and King City and is funded through a Caltrans Sustainable Transportation Planning Grant (\$664,127) and Measure X Safe Routes to School funds (\$126,501).***

**5. Programming Guidelines & Competitive Grants:**

1. **APPROVE** programming \$3,600,000 of fair share formula Regional Surface Transportation Program (RSTP) Funds to the cities and County;
2. **APPROVE** setting aside \$1,800,000 (10%) of Regional Surface Transportation Program funds to the TAMC RSTP reserve;
3. **APPROVE** setting aside \$2,600,000 of Regional Surface Transportation Program funds to the Monterey County Rail Extension project;
4. **APPROVE** the 2023 Master Funding Agreement template allowing minor modifications as approved by agency council; and
5. **APPROVE** updated guidelines and application and **RELEASE** a call for projects to program \$10,750,000 of competitive Transportation Development Act 2% and RSTP funds.

- Strause

*The Transportation Agency periodically programs Regional Surface Transportation Program and Transportation Development Act 2% Bicycle and Pedestrian funds to local projects in formula share (fair share), TAMC set aside, and a competitive program. New in the 2024-2026 RSTP Program, \$2,600,000 is recommended for the Monterey County Rail Extension project and \$1,000,000 is recommended for a Quick-Build Project Pilot Program.*

**6. Highway 1 Elkhorn Slough Resiliency Project:**

1. **RECEIVE** presentation Highway 1 Elkhorn Slough resiliency project;
2. **AUTHORIZE** the Executive Director to pursue member designated funding for planning and environmental studies for the Highway 1 Elkhorn Slough resiliency project; and
3. **PROVIDE DIRECTION** to staff as to next steps.

- Watson

*The Highway 1 corridor through Elkhorn Slough presents significant challenges to the future of transportation in the Monterey Bay region under conditions of climate change and sea level rise.*

**7. RECEIVE** reports from Transportation Providers:

- Caltrans Director's Report and Project Update - Eades
- Monterey Peninsula Airport - Sabo
- Monterey-Salinas Transit - Sedoryk
- Monterey Bay Air Resources District - Stedman

**8. Reports on meetings attended by Board Members at Transportation Agency expense,**

as required by state law.

**9. Executive Director's Report.**

**10. Announcements and/or comments from Transportation Agency members on matters that they wish to put on future Transportation Agency agendas.**

**11. ADJOURN**

**12. RECONVENE** outside for photo of Transportation Agency Board of Directors.



---

---

**BEGINNING OF CONSENT AGENDA:** Approve the staff recommendations for items listed below by majority vote with one motion. Any member may pull an item off the Consent Agenda to be moved to the end of the **CONSENT AGENDA** for discussion and action.

**ADMINISTRATION and BUDGET**

- 3. 1.1 APPROVE** the Transportation Agency for Monterey County Board draft minutes of February 22, 2023.

- Rodriguez

- 3. 1.2 ACCEPT** the list of checks written for February 2023 and credit card statement for the month of January 2023.

- Delfino

*The list of checks and copies of credit card statements are submitted to the Transportation Agency Board each month in accordance with the recommendation from the Transportation Agency's independent Certified Public Accountant to keep the Board informed about the Transportation Agency's financial transactions.*

- 3. 1.3 APPROVE** the appointment of Rosemarie Barnard to serve as the alternate North County representative on the Measure X Transportation Safety & Investment Plan Citizens Oversight Committee.

- Wright

*The Transportation Safety & Investment Plan Policies calls for the formation of a Citizens Oversight Committee representing a diverse range of community interests. Representatives of these interests must be nominated by their organizations and appointed to serve on the Citizens Oversight Committee by the Transportation Agency's Board of Directors.*

**BICYCLE, PEDESTRIAN, TRANSIT, and SOCIAL SERVICES**

- 3. 2.1 Fort Ord Regional Trail and Greenway - Easement Agreement:**

- 1. APPROVE** the real estate easement settlement agreement, pending legal counsel approval, with Ng, Lom & Ng for two parcels located at 815 Canyon Del Rey for the Fort Ord Regional Trail and Greenway project for a not to exceed amount of \$65,400;
- 2. APPROVE** the payment of property owner appraisal costs not-to-exceed \$5,000;
- 3. AUTHORIZE** the Executive Director to execute the agreement and changes to the agreement if such changes do not increase the Agency's net costs, subject

to approval by Agency Counsel; and

4. **AUTHORIZE** the use of no more than \$15,000 from state funds budgeted to this project for a total settlement not-to-exceed amount of \$85,400.

- Zeller

***The property owners for 815 Canyon Del Rey are prepared to grant the Agency possession of the property and settle the acquisition of a permanent easement for the Fort Ord Regional Trail and Greenway Canyon Del Rey project.***

3. 2.2 **AUTHORIZE** the Executive Director to enter into Utility Agreements with Pacific Gas & Electric and Seaside County Sanitation District, pending legal counsel approval, for the relocation of utilities prior to the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project.

- Zeller

***The Utility Agreements outline the utility relocation work to be completed by the utilities as a result of the construction of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway (FORTAG) project.***

3. 2.3 **AUTHORIZE** the Executive Director to enter into a Cooperative Agreement with Caltrans, pending legal counsel approval, for the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project.

- Zeller

***Caltrans requires a Cooperative Agreement with the Transportation Agency to complete the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway (FORTAG) project. The Cooperative Agreement outlines the duties of Caltrans and of TAMC in order to complete construction.***

### **3. 2.4 Fort Ord Regional Trail and Greenway - California Avenue Segment**

1. **APPROVE** the scope of work for a Request for Proposals for professional services to prepare design and right-of-way for the 1.8-mile California Avenue Segment of the Fort Ord Regional Trail and Greenway project, subject to agency counsel approval;
2. **AUTHORIZE** staff to publish the Request of Proposals and return to the Board with a recommendation for approval of a consultant, including the final scope of work; and
3. **APPROVE** the use of \$528,000 in State Active Transportation Program funds and \$800,000 in regional Measure X funds for a total amount not to exceed \$1,328,000.

- Strause

***The proposed scope of work includes surveying, engineering design, structural***

***design, right-of-way, utility relocation, project report, bidding support, grant assistance, and public outreach workshops for the California Avenue segment of the Fort Ord Regional Trail and Greenway stretching 1.8 miles along California Avenue in Marina.***

## **PLANNING**

### **3. 3.1 Legislative Update**

1. **RECEIVE** update on state and federal legislative issues; and
2. **ADOPT** positions on proposed legislation.

**- Watson**

***This report includes an update on state and federal legislative activities. On March 1, the Executive Committee reviewed and recommended Board approval of proposed positions on draft legislation.***

### **3. 3.2 Salinas Valley Safe Routes to Schools Contract Amendment #1**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute Amendment #1 to the Salinas Valley Safe Routes to School Plan contract with Ecology Action, to extend the contract to December 31, 2024 and increase the budget in an amount not to exceed \$50,000 to add scope of work to provide safe routes to school steering committee facilitation services and create a Plan that is American Disabilities Act accessible for the period ending December 2024;
2. **APPROVE** the use of Measure X and Caltrans Planning grant funds budgeted to this project; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

**- Green**

***The Salinas Valley Safe Routes to School Plan will include recommendations for all public K-12 schools in the cities of Gonzales, Soledad, Greenfield, and King City and is funded through a Caltrans Sustainable Transportation Planning Grant (\$664,127) and Measure X Safe Routes to School funds (\$126,501). Amendment #1 to Ecology Action's contract would enable them to facilitate the safe routes to school steering committees and participatory budgeting process in Salinas Valley cities and provide additional budget to create an American Disabilities Act accessible planning document.***

## PROJECT DELIVERY and PROGRAMMING

### 3. 4.1 On-Call Traffic Engineering and Ancillary Services Contract:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with GHD, Inc. subject to approval by Agency Council, in an amount not to exceed \$500,000 to provide on-call traffic engineering and ancillary services for the period ending June 31, 2026
2. **APPROVE** the use of Measure X and Regional Surface Transportation Program funds budgeted to the various projects; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work or change the approved contract term or amount.

- Bilse

*The Agency is responsible for the delivery of challenging transportation projects that involve complete streets design features. Complete Streets are streets designed and operated to support safe use and mobility for all users. The proposed contract to provide on-call professional service for Traffic Engineering and ancillary services is expected to review complete street designs prepared by Caltrans, and assist member agencies facilitate delivery of complete streets projects (e.g., design review and grant writing).*

- ### 3. 4.2 **APPROVE** Resolution 2023-05 designating the Executive Director as the authorized officer to sign certificates of acceptance for any deed or grant conveying any interest in or easement upon real estate to TAMC for public purposes.

- Zeller

*To streamline the acquisition process and ensure that the parcels are acquired in a prompt manner, the Agency is requesting authority for the Executive Director to be designated the authorized officer to sign certificates of acceptance on behalf of the agency.*

**RAIL PROGRAM - No items this agenda.**

**REGIONAL DEVELOPMENT IMPACT FEE - No items this agenda.**

## COMMITTEE MINUTES and CORRESPONDENCE

### 3. 7.1 **ACCEPT** draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of March 1, 2023
- Rail Policy Committee - no meeting this month
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of

March 1, 2023

- [Technical Advisory Committee](#) - draft minutes of March 2, 2023
- [Measure X Citizens Oversight Committee](#) - no meeting this month

- Rodriguez

**3. 7.2 RECEIVE** correspondence to and from TAMC for the month of March 2023.

- Rodriguez

## **END OF CONSENT AGENDA**

---

---

### **ANNOUNCEMENTS**

Next Transportation Agency for Monterey County regular meeting will be on  
Wednesday, April 26, 2023  
**9:00 A.M.**

**Monterey County Government Center**  
**1441 Schilling Place, Cinnamon Room**

A quorum of voting members is required to be present to hold this meeting.  
There will be a zoom link for hybrid participation.

If you have any items for the next agenda, please submit them to:

Elouise Rodriguez

Clerk of the Board

[elouise@tamcmonterey.org](mailto:elouise@tamcmonterey.org)

### **Important Meeting Information**

**Remote Meeting Public Comment:** Due to current circumstances, there may be limited opportunity to provide verbal comments during remote meetings. Persons who wish to address the Committee for public comment or on an item on the agenda are encouraged to submit comments in writing to [maria@tamcmonterey.org](mailto:maria@tamcmonterey.org) by 5:00pm the Monday before the meeting. Such comments will be distributed to the Committee before the meeting. Members of the public participating by Zoom are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Chair.

**Agenda Packet and Documents:** Any person who has a question concerning an item on this agenda may call or email the Agency office to make inquiry concerning the nature of the item described on the agenda. Complete agenda packets are on display online at the Transportation Agency for Monterey County website. Documents relating to an item on the

open session that are distributed to the Committee less than 72 hours prior to the meeting shall be available for public review at the Agency website. Agency contact information is as follows:

Transportation Agency for Monterey County

[www.tamcmonterey.org](http://www.tamcmonterey.org)

55B Plaza Circle, Salinas, CA 93901

TEL: 831-775-0903

EMAIL: [info@tamcmonterey.org](mailto:info@tamcmonterey.org)

Agenda Items: The agenda will be prepared by Agency staff and will close at noon nine (9) working days before the regular meeting. Any member of the Board may request in writing an item to appear on the agenda. The request shall be made by the agenda deadline and any supporting papers must be furnished by that time or be readily available.



## Memorandum

**To:** Board of Directors  
**From:** Janneke Strause, Transportation Planner  
**Meeting Date:** March 22, 2023  
**Subject:** Salinas Valley Safe Routes to School Plan and Participatory Budgeting

### **RECOMMENDED ACTION:**

**RECEIVE** presentation on the progress of the Salinas Valley Safe Routes to School Plan and the Participatory Budgeting process.

### **SUMMARY:**

The Salinas Valley Safe Routes to School Plan will include recommendations for all public K-12 schools in the cities of Gonzales, Soledad, Greenfield and King City and is funded through a Caltrans Sustainable Transportation Planning Grant (\$664,127) and Measure X Safe Routes to School funds (\$126,501).

### **FINANCIAL IMPACT:**

The Salinas Valley Safe Routes to School Plan is funded through a \$664,127 Caltrans Sustainable Transportation Planning Grant and \$126,501 of Measure X Safe Routes to School Program funds as is reflected in the approved fiscal year 2021/22 budget. TAMC will be reimbursed an amount not to exceed \$88,392; Ecology Action will be reimbursed in an amount not to exceed \$562,156; and the Monterey County Health Department will be reimbursed in an amount not to exceed \$90,080. If consent agenda item number 3.3.2 is approved, the remaining \$50,000 will go to Ecology Action to facilitate the participatory budgeting process in the remaining three communities and to make the Plan's final report American Disability Act compliant.

### **DISCUSSION:**

The Transportation Agency for Monterey County, Monterey County Health Department, Ecology Action, and the cities of Gonzales, Soledad, Greenfield and King City have partnered to develop the Salinas Valley Safe Routes to School Plan ("Salinas Valley SRTS Plan").

The just over two-year planning process will identify barriers to safe access to all K-12 public schools in South County cities and recommend infrastructure and non-infrastructure improvements.

The planning effort for Greenfield kicked-off in February 2022. The team has reviewed existing planning documents relevant to safe routes to schools to ensure consistency with existing plans and projects. In order to find out how community members currently travel to and from school and what the major concerns and issues are the team collected parent survey data, collected and analyzed crash data, and distributed student travel mode surveys. The team also visited each of the school sites to observe the morning drop-off or afternoon pick-up and note any infrastructure deficiencies and/or dangerous behaviors. All of the input from community members and data collected were used to develop draft recommendations for each of the cities in the Plan.

The draft recommendations were reviewed and vetted by the City of Greenfield staff, and then presented to the Greenfield Steering Committee, schools and community members for feedback and input. The cities of Gonzales, Soledad and King City will follow the same process in 2023.

In Fall 2022, the team demonstrated several of the recommended projects along the 12th Street corridor in Greenfield, and through a participatory budgeting process, the community selected two projects along 12th Street to be prioritized for funding.

**Greenfield Participatory Budgeting**

An important piece of the Salinas Valley Safe Routes to School Plan is a participatory budgeting process that is designed to fast-track funding and implementation of safe routes to school projects that are meaningful to community members. In June 2022, a Greenfield Safe Routes to School Steering Committee was formed to assist in developing the process and engaging the greater community. Thirty-two community members applied and were accepted to the Committee and, on average, 25 members attended each of the eight steering committee meetings.

The Process:

1. Creating the Ballot - the Greenfield Safe Routes to School Steering Committee, made up of residents, students and community advocates worked with safe Routes to School program partners and the City of Greenfield to develop a list of projects for the community to vote on.
2. Town Hall Meeting - the Election kicked-off with a Town Hall meeting at City Hall on December 1, 2022 where the public had an opportunity to learn about the projects, ask questions, and cast their vote.
3. Voting - The public was able to vote for their favorite projects for a 2-week period (December 1 – December 15) at ballot drop-off sites or online.
4. Election Results - the winning projects will be announced at the March 14, 2023 Greenfield City Council meeting.

Election Results:

The ballot included 21 street safety projects, three projects for each public school in the city. During the two-week voting period, a total of 244 community members voted for their favorite projects. Of those 244 ballots, 132 ballots were in Spanish, 156 were paper and 88 were submitted online.

After the ballots were collected and counted, the Steering Committee reviewed the election results and recommend to City Council that the following projects be funded to make the most of the \$250,000 grant from the Transportation Agency (a full ranked list of the projects is attached):

Rank	Project Title	Description	Estimated Cost	School
1	12th Street Sidewalk Between Oak and Elm	Detail: Install 0.24 miles of sidewalk on the south side of 12th Street between Oak Avenue and Elm Avenue. Install high visibility crosswalk, curb ramp, and flashing stop signs on 12th Street and Elm Avenue when sidewalk is installed.	\$132,000	Vista Verde Middle School



		Benefits: Improve safety for students walking along 12th Street to Vista Verde Middle or Oak Avenue Elementary Schools.		
3	Upgrade Signs around All School Campuses	Details: Upgrade 12 signs around all school campuses. Benefits: Better signage can increase driver awareness and pedestrian visibility.	\$10,200	Citywide
7	12th Street Sidewalk Between Cherry and Harvest	Detail: Install a 0.12-mile sidewalk on 12th Street between Cherry Avenue and Harvest Way. Benefit: Improve pedestrian safety by providing dedicated space for people to walk.	\$60,000	Arroyo Seco Academy
9	Heidi Drive Crosswalk and Signage	Detail: Install high visibility crosswalk across Heidi Drive on Elm Avenue and install school crossing signage. Benefits: Improve safety and visibility of pedestrians crossing Heidi Drive.	\$7,400	Vista Verde Middle School
		<b>TOTAL</b>	<b>\$209,600</b>	

Projects funded through the participatory budgeting process will begin implementation as soon as the Salinas Valley Safe Routes to School Plan is adopted in Spring 2024, and the City will have 3 years to spend the funds.

Originally, a community-based organization (CBO) was intended to facilitate the Steering Committees and participatory budgeting process in all four cities. However, Agency and Health Department staff met with several CBO's that serve the local communities, but none were available to take on the facilitation role. To fill this gap, Ecology Action stepped in to provide bilingual facilitation at the Greenfield Steering Committee meetings, and Agency staff is seeking to amend their contract in consent agenda item 3.3.2 to allow for them to continue providing these services for the Soledad, Gonzales, and King City Steering Committee meetings.

**WEB ATTACHMENTS:**

[Greenfield PB Election Results](#)



## Memorandum

**To:** Board of Directors  
**From:** Janneke Strause, Transportation Planner  
**Meeting Date:** March 22, 2023  
**Subject:** **2023 Programming Guidelines & Competitive Grants**

### **RECOMMENDED ACTION:**

#### **Programming Guidelines & Competitive Grants:**

1. **APPROVE** programming \$3,600,000 of fair share formula Regional Surface Transportation Program (RSTP) Funds to the cities and County;
2. **APPROVE** setting aside \$1,800,000 (10%) of Regional Surface Transportation Program funds to the TAMC RSTP reserve;
3. **APPROVE** setting aside \$2,600,000 of Regional Surface Transportation Program funds to the Monterey County Rail Extension project;
4. **APPROVE** the 2023 Master Funding Agreement template allowing minor modifications as approved by agency council; and
5. **APPROVE** updated guidelines and application and **RELEASE** a call for projects to program \$10,750,000 of competitive Transportation Development Act 2% and RSTP funds.

### **SUMMARY:**

The Transportation Agency periodically programs Regional Surface Transportation Program and Transportation Development Act 2% Bicycle and Pedestrian funds to local projects in formula share (fair share), TAMC set aside, and a competitive program. New in the 2024-2026 RSTP Program, \$2,600,000 is recommended for the Monterey County Rail Extension project and \$1,000,000 is recommended for a Quick-Build Project Pilot Program.

### **FINANCIAL IMPACT:**

This three-year cycle includes an estimated \$18 million of Regional Surface Transportation Program funds covering fiscal years 2023/24, 2024/25, and 2025/26. An additional \$750,000 of new Transportation Development Act 2% for bicycle and pedestrian project funds is included in the \$10.75 million total recommended for the competitive call for projects. The State requires RSTP funds be expended within three years. The deadline for billing to the prior funding cycle is three years after approval of the grants, or August 31, 2023.

### **DISCUSSION:**

The Surface Transportation Block Grant Program (formerly "Regional Surface Transportation Program") is a federal program that provides states and local jurisdictions with funding for highway improvements, street rehabilitation and transportation enhancements. The Transportation Agency receives an annual apportionment of Regional Surface Transportation Program funding, passed through the State. Because Monterey County didn't have an urbanized area with a population of greater than 200,000 in the 1990 census, it qualified for the state exchange program, whereby Caltrans keeps the federal Surface Transportation Block Grant Program apportionments for a region and gives the

regional agency an equivalent amount of state cash.

The Transportation Agency distributes Regional Surface Transportation Program funding in both fair-share, and set aside, and competitive programs. Monterey County and the cities receive fair-share Regional Surface Transportation Program funds based on a formula of 50% population and 50% centerline miles. The total fair share allocation over the next three years is \$3.6 million. Ten percent (\$1.8 million) is set aside as an RSTP reserve to provide flexibility to meet needs as they arise over the three-year period of this funding cycle.

The Monterey County Rail Extension Project will extend passenger rail service from Santa Clara County south to Salinas. TAMC is pursuing a phased implementation of the Project. Phase 1, known as the Kick Start Project, includes Salinas train station circulation improvements, a train layover facility in Salinas, and track improvements at the Gilroy station and between Salinas and Gilroy. The circulation improvements at Salinas train station (package 1) have been completed. The Salinas layover facility (package 2) and Gilroy track improvements (package 3) are now in final design, pending Union Pacific Railroad approval. A total of \$36.35 million in various State funding sources have been designated for construction of packages 2 and 3. Recently updated cost estimates anticipate a \$4.2 million shortfall in the project budget. Transportation Agency staff are recommending setting aside \$2.6 million of RSTP funds to the project to contribute to covering this shortfall. State funding will be pursued for the balance. Programming RSTP funds to the project will avoid potential delays caused by having to wait for other funding opportunities to make up this shortfall.

The Transportation Agency distributes the remaining portion of the Regional Surface Transportation Program funding on a competitive basis to transportation projects based on a variety of criteria, including safety, traffic volume and project readiness. The competitive grants process starts with a call for projects and the release of grant application materials, then the Technical Advisory Committee will establish a subcommittee to review and rank project proposals. Of the total competitive funds, \$1,000,000 of funds are proposed to be set aside for a Quick-Build Project Pilot Program. The Quick-Build Project Pilot Program applications are also evaluated by the Technical Advisory Committee but scored through a separate application and scoring criteria.

Project proposals for the **Competitive Program** will be evaluated based on the following scoring rubric for a total of 100 points:

Screening Criteria:

1. The proposed project will be implemented within 3 years.
2. The project is consistent with local and regional plans.
3. For intersection projects, an Intersection Control Evaluation has been or will be completed.
4. A pre-construction baseline Before Study has been or will be completed.

Section A - Project Information & Regional Significance (25 points total)

1. Traffic volumes in the corridor - 5 points
2. The project will mitigate safety hazards - 5 points
3. The project serves regional travel - 5 points
4. The project benefits Disadvantaged Communities - 5 points
5. The project benefits people with disabilities - 5 points

Section B - Complete Streets (25 points total)

1. Stakeholder outreach was conducted - 5 points
2. The project is expected to reduce bicycle level of traffic stress - 5 points
3. The project incorporates complete streets treatments - 5 points
4. The project improves bicycle, pedestrian or transit design features - 2.5 points
5. This is a maintenance project with complete street enhancements - 2.5 points

6. The project improves access and/or closes a gap for transportation disadvantaged communities - 5 points

Section C - Project Readiness & Cost Effectiveness (25 points total)

1. Project is ready to bid within three years - 5 points
2. Request for funding will fully-fund the project - 5 points
3. Project has completed the environmental phase - 5 points
4. Project has completed the design / right-of-way phase - 5 points
5. The project has a positive benefit / cost ratio - 5 points

Section D - Prior Project Delivery Performance (25 points total)

1. The jurisdiction is maximizing the use of fair-share RSTP - 10 points
2. The jurisdiction has delivered previously awarded competitive projects on time - 10 points
3. This funding request does not fund a cost-overrun - 5 points

Project proposals for the **Quick-Build Project Pilot Program** will be evaluated based on the following scoring rubric for a total of 100 points:

Screening Criteria:

1. The proposed project will be implemented within 2 years.
2. The project is consistent with one of the following design guides or local or regional plan:
  1. Monterey Bay Area Complete Streets Guidebook
  2. Safe Routes to Schools Plan
  3. Monterey County Active Transportation Plan
  4. NACTO's Urban Bikeway Design Guide
  5. NACTO's Urban Street Design Guide
  6. Other
3. A pre-construction baseline Before Study has been or will be completed.

Quick-Build Project Information & Narrative (50 points total)

1. The project will quickly address an urgent safety need or improve comfort for non-motorized users, including students, older adults, and disadvantaged communities - 0-10 points
2. Engaged the community in the identification and initial planning of the project - 0-5 points
3. Plans include continuous community engagement for the duration of the project - 0-5 points
4. The project scope is flexible and adjustable based on community feedback - 0-5 points
5. The quick-build project's progress and performance will be measured - 0-10 points
6. The quick-build project provides a foundation for a potential permanent infrastructure project - 0-10 points
7. There is a maintenance strategy in place for the quick-build project - 0-5 points

Transportation Agency staff has updated its policies and procedures related to the Regional Surface Transportation Program, which will require each local jurisdiction to enter into a new three-year master funding agreement with the Transportation Agency in order to be eligible to receive funds. Transportation Agency staff will provide an update at the Board meeting on the guidelines, as well as review policies for the distribution of fair share allocations, the timely use of funds, use of interest, project eligibility, and discuss criteria and procedures for the grant cycle. Under the attached schedule, grant applications will be due to TAMC on June 1, 2023, and a final vote on the selected projects will take place at the August TAMC Board meeting.

**ATTACHMENTS:**

- 2023 Competitive Grants Schedule
- 2023 Fund Estimate

▫ 2023 Master Funding Agreement

**WEB ATTACHMENTS:**

[2023 RSTP Guidelines & Grant Application](#)

**Transportation Agency for Monterey County**  
**Regional Surface Transportation Program**  
**2023 Competitive Grant Schedule**

**DRAFT**

<b>Tasks</b>	<b>Schedule</b>
<b>TAMC Board Action</b>	
Grant application approval	March 22, 2023
Call for projects	March 22, 2023
<b>Establish Review Committee</b>	
Bicycle & Pedestrian Committee nominates committee members	May 3, 2023
Technical Advisory Committee nominates members	May 4, 2023
<b>Grant Applications Due</b>	
Applications due to TAMC	June 1, 2023
<b>Review Committee Scores Applications</b>	
Review committee members complete scoring of applications	June 22, 2023
<b>Review of Committee Recommendations by Standing Committees</b>	
Bicycle and Pedestrian Committee will review the committee recommendations and provide input to the Technical Advisory Committee	August 2, 2023
Technical Advisory Committee will recommend approval of projects for funding to the Board	August 3, 2023
<b>TAMC Board Approval</b>	
Board approves projects for Competitive Grants via resolution	August 23, 2023

**Transportation Agency for Monterey County**  
**Regional Surface Transportation Program**  
**2023 Fund Estimate**

**DRAFT**

**Fund Estimate:**

FY 23/24	\$ 6,000,000
FY 24/25	\$ 6,000,000
FY 25/26	\$ 6,000,000
<b>Total Fund Estimate</b>	<b>\$ 18,000,000</b>

**Fund Distribution:**

RSTP Reserve (10% of total)	\$ 1,800,000
Rail Project set aside	\$ 2,600,000
<b>Total Funds Available</b>	<b>\$13,600,000</b>

Jurisdiction	2022 Population	2022 Centerline Miles	3-Year Fair Share Funding
<b>Carmel-by-the Sea</b>	3,041	27.00	\$ 36,857.20
<b>Del Rey Oaks</b>	1,539	9.60	\$ 15,004.55
<b>Gonzales</b>	8,340	20.40	\$ 52,924.53
<b>Greenfield</b>	19,634	35.19	\$ 113,072.90
<b>King City</b>	13,331	30.70	\$ 82,883.86
<b>Marina</b>	21,457	75.28	\$ 156,625.39
<b>Monterey</b>	28,082	102.93	\$ 208,940.31
<b>Pacific Grove</b>	14,761	65.18	\$ 119,769.53
<b>Salinas</b>	159,932	291.23	\$ 925,168.86
<b>Sand City</b>	372	4.99	\$ 6,023.13
<b>Seaside</b>	32,068	76.04	\$ 201,345.18
<b>Soledad</b>	26,308	35.70	\$ 141,229.01
<b>County of Monterey</b>	104,851	1,231.00	\$ 1,540,155.54
<b>Fair-Share Total:</b>	<b>433,716</b>	<b>2,005.24</b>	<b>\$ 3,600,000</b>

<b>Quick-Build Project Pilot Program</b>	<b>\$ 1,000,000</b>
Balance of RSTP for Competitive	\$ 9,000,000
Transportation Development Act 2%	\$ 750,000
Estimated amount available from deprogrammed competitive projects	\$ -
<b>Estimated Competitive Grant Funding</b>	<b>\$ 9,750,000</b>

\* California Department of Finance - 2021 Population  
(<http://www.dof.ca.gov/Forecasting/Demographics/Estimates>)

\* Centerline miles from 2021 Measure X Audits

**AGREEMENT BETWEEN THE  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND THE CITY OF XXXX  
FOR THE ALLOCATION OF FUNDING APPROVED BY  
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

This agreement is made on \_\_\_\_\_ by and between the City of XXXX, a public body, hereinafter referred to as “Recipient,” and the Transportation Agency for Monterey County, hereinafter referred to as “TAMC.”

**WHEREAS**, TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

**WHEREAS**, as authorized by section 182.6(g) of the Streets and Highways Code, TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual federal Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

**WHEREAS**, TAMC is authorized to use these exchanged funds (hereinafter referred to as “RSTP Exchange Funds”) to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

**WHEREAS**, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

**WHEREAS**, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

**WHEREAS**, the TAMC Board of Directors has approved the allocation of funds toward the projects listed in Exhibit A; and

**WHEREAS**, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

**WHEREAS**, TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.



**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

- A. TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR TDA 2%

- A. TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.
- B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR RDIF

- A. TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.
- B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

#### 4. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention TAMC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

#### 5. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- B. Recipient agrees to:
  - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
  - (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

## 6. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.
- C. In addition to the above, the pre-award requirements of third party contractor/consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

## 7. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

## 8. RIGHT TO AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

## 9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

## 10. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

## 11. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

## 12. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

## 13. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

## 14. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

#### 15. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

#### 16. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

#### 17. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

#### 18. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

#### 19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

**IN WITNESS WHEREOF**, TAMC and Recipient execute this Agreement as follows:

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

\_\_\_\_\_  
Todd Muck  
Executive Director

\_\_\_\_\_  
Date

**Recipient:  
CITY OF XXXX**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Robert Brayer  
TAMC Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney  
City of XXX

\_\_\_\_\_  
Date



## Memorandum

**To:** Board of Directors  
**From:** Christina Watson, Director of Planning  
**Meeting Date:** March 22, 2023  
**Subject:** Highway 1 Elkhorn Slough Resiliency Project

### **RECOMMENDED ACTION:**

#### **Highway 1 Elkhorn Slough Resiliency Project:**

1. **RECEIVE** presentation Highway 1 Elkhorn Slough resiliency project;
2. **AUTHORIZE** the Executive Director to pursue member designated funding for planning and environmental studies for the Highway 1 Elkhorn Slough resiliency project; and
3. **PROVIDE DIRECTION** to staff as to next steps.

### **SUMMARY:**

The Highway 1 corridor through Elkhorn Slough presents significant challenges to the future of transportation in the Monterey Bay region under conditions of climate change and sea level rise.

### **FINANCIAL IMPACT:**

Submitting the Highway 1 Elkhorn Slough resiliency project as a candidate for state funding for planning activities will help prepare the project for future grant opportunities, such as the Climate Adaptation and Resiliency Program, the Local Transportation Climate Adaptation Program, and/or federal Promoting Resilient Operations for Transformative, Efficient and Cost-Saving Transportation (PROTECT) program.

In the long term, constructing improvements to elevate the highway out of the sea level rise zone will help avoid disruptions to traffic and goods movement due to sea level rise flooding of the highway.

### **DISCUSSION:**

The eight-mile stretch of Highway 1 near Elkhorn Slough is already constrained and will be increasingly impacted by coastal storm flooding and sea level rise. There is currently a deficiency in this critical corridor between the adjoining freeway segments to the north and south; existing demand greatly exceeds the limited capacity and numerous intersections and conflict points, causing long delays. Highway and railroad infrastructure are prone to flooding and vulnerable to sea level rise, and are adjacent to valuable wetland habitats of an estuary of noted regional and national significance. Much of these valued habitats are also vulnerable to sea level rise. In 2020, the Association of Monterey Bay Area Governments (AMBAG) adopted the Central Coast Highway 1 Climate Resiliency Study (**web attachment 1**). Caltrans sent out a news release (**attached**) about the study on April 7, 2021 emphasizing the importance of making Highway 1 more resilient and sustainable and publicising the "Sea Level Rise Explorer: Elkhorn Slough experience" (**web attachment 2**).

The Study concludes that as early as 2030, an eight-mile section of Highway 1 and five miles of railway in Elkhorn Slough, home to extraordinary biological diversity, could experience regular storm and tidal flooding. The railway east

of Highway 1 already experiences flooding at extreme high tides. The marsh area, the third largest in the state, is especially vulnerable, with about 85% projected to be inundated with 5 feet of sea level rise.

Staff proposes to start seeking grant funding to plan improvements to increase the resilience of transportation infrastructure to sea level rise and climate change. Submitting the Highway 1 Elkhorn Slough resiliency project as a candidate for state funding for planning activities will help prepare the project for future grant opportunities, such as the Climate Adaptation and Resiliency Program, the Local Transportation Climate Adaptation Program, and/or federal Promoting Resilient Operations for Transformative, Efficient and Cost-Saving Transportation (PROTECT) program. When more information about these opportunities are available, staff will bring a request for Board authorization to apply to the relevant Board meeting.

**ATTACHMENTS:**

- Caltrans News Release - Elkhorn Slough

**WEB ATTACHMENTS:**

1. [Central Coast Highway 1 Climate Resiliency Study](#)
2. [Elkhorn Slough sea level rise - virtual reality video](#)





# NEWS RELEASE

**Today’s Date:** Wednesday, April 7, 2021  
**District:** 05 – Santa Barbara, San Luis Obispo, Monterey, San Benito and Santa Cruz Counties  
**Caltrans:** **Colin Jones** **Phone:** (805) 549-3189  
**The Nature Conservancy:** **Juvenio L. Guerra** **Phone:** (310) 755-0590  
**AMBAG:** **Heather Adamson** **Phone:** (831) 264-5086

FOR IMMEDIATE RELEASE

## CALTRANS, THE NATURE CONSERVANCY AND AMBAG LAUNCH VIRTUAL REALITY APP FOR USE IN FIGHT AGAINST SEA LEVEL RISE ON THE CENTRAL COAST

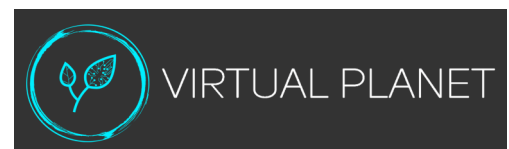
MONTEREY COUNTY – The California Department of Transportation (Caltrans), The Nature Conservancy, the Association of Monterey Bay Area of Governments (AMBAG) and Virtual Planet Technologies today announced the release of an innovative virtual reality app, [Sea Level Rise Explorer](#), that is playing a key role in addressing sea level rise on Highway 1 along Elkhorn Slough.

The app marks the first time Caltrans is using an immersive visualization tool to address sea level rise and evaluate mitigation options for a major highway in the state. The project builds on Caltrans’ effort to enhance the resilience of both transportation infrastructure and coastal habitats to the threats of climate change. The department relocated Highway 1 inland near Hearst Castle in 2017 after coastal erosion threatened its viability.

“Not taking action is not an option,” said Caltrans Director Toks Omishakin. “Due to sea level rise, we know this section of Highway 1 near Moss Landing and other coastal routes are vulnerable, so Caltrans has made climate action a primary goal. We are making our state transportation system more resilient and sustainable.”

As early as 2030, an eight-mile section of Highway 1 and five miles of railway in Elkhorn Slough, home to extraordinary biological diversity, could experience regular storm and tidal flooding. The railway east of Highway 1 already experiences flooding at extreme high tides. The marsh area, the third largest in the state, is especially vulnerable, with about 85% projected to be inundated with 5 feet of sea level rise.

--MORE--





## NEWS RELEASE

“The impacts of sea level rise are truly hard to visualize,” said Alyssa Mann, coastal project director at The Nature Conservancy. “Even though we know what is likely to happen, numbers on a spreadsheet and 2D maps are no match for the visceral experience of watching the water level rise, as well as seeing the measures we can take now to make the transportation corridor more resilient and a benefit to nature in the Monterey Bay.”

With only 10% of coastal wetlands remaining and half of that remaining area vulnerable to loss from sea level rise, [creative approaches like the virtual reality tool](#) could prove essential to maintaining coastal habitats and reaching California’s goals of protecting 30% of its land and water ecosystem targets by 2030. An in-depth analysis published last year by AMBAG, the [Central Coast Highway 1 Climate Resiliency Study](#), demonstrated a new approach to rebuild the highway to benefit commuters and nature. The study highlighted the need to act quickly to implement solutions by 2050 to minimize losses to transportation and critical habitats. The effort to integrate transportation and natural resource planning not only tackles risks posed to both due to climate change but also explores rebuilding the highway and railway to benefit commuters and nature.

“Not only do we believe this process will lead to better outcomes for the Monterey Bay, we think this unique approach to planning, leveraging available tools and working in partnership with the state and environmental groups will serve as a model for planning throughout the state,” said Heather Adamson, director of planning at AMBAG.

Caltrans recently completed [climate change vulnerability assessments](#) for all 12 districts, including the Central Coast.

The Sea Level Rise Explorer: Elkhorn Slough experience was developed by Virtual Planet Technologies, a startup in Santa Cruz. The experience features a customized 3D virtual space inspired by the visitor center at Elkhorn Slough National Estuarine Research Reserve and includes a step-by-step guided experience available in English and Spanish.

“As coastal communities worldwide contend with sea level rise and coastal erosion, Virtual Planet is leveraging the latest technology and pairing it with creative storytelling to help these communities better understand the imminent impacts of climate change and visualize practical solutions,” said Juliano Calil, co-founder and chief scientist at Virtual Planet Technologies. “We’re inspired by the potential of this powerful immersive digital experience to educate and drive action and envision a better future for our planet.”

--MORE--





---

# NEWS RELEASE

The virtual reality experience can be viewed using [Oculus GO](#) VR goggles, smart phones ([iOS](#) and [Android](#)), and on the [web](#) and begins half way through the video. A [360-degree film](#) about it is also available. (Links will be provided).

The \$422,000 Elkhorn Slough project was primarily funded by Senate Bill 1, the Road Repair and Accountability Act of 2017. For more information on the Central Coast Highway 1 Climate Resiliency project, click [here](#).

The Nature Conservancy in California is continuing to partner with Virtual Planet Technologies to test the use of virtual reality in helping communities prepare for climate change impacts, including a sea level rise tool for Long Beach and a Wildfire Explorer focused on the devastating Camp Fire that impacted Paradise in fall 2018 which explores nature-based strategies for resilience as the community recovers. To learn more, visit [nature.org/cacities](http://nature.org/cacities).

###



**SLOW FOR THE  
CONE ZONE**  
C A L T R A N S





# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1.	<b>Highway 1 Coastlands I Wall Permanent Restoration (1M460)</b>	Near Big Sur at 1.0 Miles south of Pfeiffer Canyon Bridge (PM -44.45/44.45)	Construct soldier pile wall and restore roadway	June 2022 – July 2023	\$1.7 million	SHOPP	Carla Yu	Future Contractors and Engineers, Irvine, CA.	Construction is currently in winter suspension since 12/18/2022.
2.	<b>Highway 1 Garrapata Creek Bridge Rehab (1H460)</b>	At Garrapata Creek Bridge (PM 63.0)	Electrochemical Chloride Extraction (ECE) of bridge structure	<b>July 2021 – December 2023</b>	\$6.49 million	SHOPP	Carla Yu	Future Contractors and Engineers, Irvine, CA	Construction underway.
3.	<b>Highway 68 Hwy 68 Curve Correction (1J460)</b>	Near Pacific Grove West of Community Hospital Entrance (PM 0/0)	Improve superelevation, widen shoulders, install rumble strip	November 2022 – August 2023	\$2.2 million	SHOPP	Mike Lew	Granite Rock Company	Graniterock has been awarded the project. Construction work has started.
4.	<b>Highway 68 Pacific Grove ADA Pathway (1H220)</b>	From 17 Mile Drive to Congress Avenue (PM 0.5/0.8)	Provide accessible pathway	June 2022 – February 2024	\$0.92 million	SHOPP	Mike Lew	Granite Rock Company	<b>Construction work has been completed and the project is currently in Plant Establishment.</b>
5.	<b>Highway 68 Pacific Grove CAPM (1H000)</b>	From Forest Avenue to the SR 1/68 Junction (PM 1.1/L4.3)	Pavement preservation	November 2021 -July 2023	\$8.6 million	SHOPP	Carla Yu	Granite Rock Company.	Construction is currently in winter suspension, paving can only occur when temperatures are 50F or warmer.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
6.	<b>US 101 King City Combined Projects</b> (1F75U)	Near King City from South of Wild Horse Road to Teague Avenue (PM 36.9/47.7)	Pavement Rehabilitation, Seismic Retrofit with widening and median barrier	February 2019 – December 2023	\$92.6 million	SHOPP	Mike Lew	OHL, USA, Irvine, CA	Construction underway. Lanes have been reduced to 1 lane each direction from First Street to north of Jolon Road. The work is in its fourth stage. This work consists of the No. 2 Lane and ramps.
7.	<b>US 101 Salinas Rehabilitation</b> (1C890)	East Market Street overcrossing to just south of Russell/Espinosa Road (PM 87.31/R91.5)	Roadway rehabilitation	January 2019 – June 2023	\$47 million	SHOPP	Mike Lew	Granite Rock Company, Watsonville, CA	Major construction is complete. Waiting for contractor to complete punch item work.
8.	<b>US 101 North Soledad OH Deck Replacement</b> (0F970)	North Soledad Bridge (PM 62.2/62.9)	Bridge deck rehabilitation	April 2022 – June 2023	\$3.7 million	SHOPP	Jackson Ho	Granite Rock Company	<b>Contractor resumed Stage 2: outside barrier replacement. Stage 3 to be in April.</b>
9.	<b>US 101 Camp Roberts SRRA Infrastructure Upgrade</b> (1H020)	Northbound and southbound at the Camp Roberts Rest Area (PM R2.9/R5.3)	Safety roadside rest area infrastructure upgrade	March 2021 – May 2023	\$6.2 million	SHOPP	Mike Lew	Newton Construction	<b>Waiting on PG&amp;E approval of electrical installation. Anticipate opening of rest stop by end of April.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
10.	<b>US 101 Market Street Northbound On-ramp Improvements</b>  (1H050)	Near Salinas from East Market Street to South of Sherwood Drive  (PM 87.4/87.8)	Roadway and Retaining Wall	September 2022 – October 2024	\$6.0 million	SHOPP	Jackson Ho	Granite Construction Company	Construction in Progress.
	<b>US 101 Prunedale Rehab</b>  (1H690)	Near Prunedale North of Boronda Road overcrossing to Monterey/San Benito County Line  (PM R91.3/98.8 & 100.3/101.3)	Pavement rehabilitation	Mar 2023- November 2024	\$35.2 million	SB 1 SHOPP	Jackson Ho		<b>Contract Approval reached on 2/9/2023.</b>
12.	<b>King City Clean California Project</b>  (1Q100)	On Route 101 in Monterey County at the First St, Canal St, and Broadway St  (PM 40.1/41.1)	Install beautification, transportation art, and safety measure enhancement project in Caltrans Right of Way	February 2023 – December 2024	\$0.75 million	Clean California	Mike Lew	<b>Wabo Landscape &amp; Construction, Inc.</b>	<b>Construction expected to start in middle-end of March.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
13.	<b>Highway 156 Castroville Overhead  (0A090)</b>	On SR 156 between the SR 183/156 separation and Castroville Boulevard  (PM R1.1/R2.1)	Replace Bridge Railing	January 2022 – August 2023	\$7.0 million	SHOPP	Jackson Ho	Granite Rock Company	<b>Contractor in progress.</b>
14.	<b>SR218 Seaside ADA  (1H230)</b>	From Del Monte Road to Fremont Boulevard  (PM R0.2/L0.9)	ADA compliant pedestrian access	July 2023 – February 2024	\$1.7 million	SHOPP	Jackson Ho	FBD Vanguard Construction Company	Contract Approval reached on 1/6/2023. Utility relocation in progress during delayed start.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
1.	<b>Highway 1 Mud Creek Permanent Restoration (1K020)</b>	In Monterey County 0.8 miles north of Alder Creek Bridge to 1.2 miles north of Alder Creek Bridge  (PM 8.7/9.1)	Coastal Development Permit Requirements	April 2025 – October 2025	\$2.1 million	SHOPP MAJOR	Luis Duazo	PS&E/RW	Right of Way Acquisition is Ongoing
2.	<b>Highway 1 Big Creek Tieback Wall (1K010)</b>	Near Lucia south of Big Creek Bridge  (PM 27.5/27.7)	Construct tieback wall, restore roadway and facilities, place Water Pollution Control BMPs, and erosion control	February 2025 – December 2026	\$7.3 million	SHOPP	Carla Yu	PA&ED	Project Report is now in the PS&E phase and working on the design.
3.	<b>Highway 1 Castro Canyon Bridge Rail Upgrade (1H490)</b>	At Castro Canyon Bridge  (PM 43.1)	Replace bridge rail	August 2024 - April 2028	\$2.5 million	SHOPP	Carla Yu	PS&E/RW	Project is now in the Design phase. Project is delayed due to AT&T. CDP was approved for project. RTL date is unknown at this time.





# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
4.	<b>Highway 1 Coastlands II Wall Permanent Restoration (1P210)</b>	Near Big Sur at 1.1 Miles south of Pfeiffer Canyon Bridge  (PM - 44.34/44.34)	Construct soldier pile wall or mechanically stabilized embankment wall.	January 2026-October 2026	\$3.2 million	SHOPP	Carla Yu	PA&ED	Environmental studies are underway.
5.	<b>Highway 1 Pfeiffer Canyon Mitigation (1K080)</b>	At Pfeiffer Canyon Bridge  (PM 45.4/45.6)	Environmental mitigation (planting, erosion control) for project EA 1J130.	March 2023 – March 2026	\$0.2 million	SHOPP	Jackson Ho	PS&E/RW	<b>Contract Award reached on 3/2/2023. Working on Contract Approval.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
6.	<b>Highway 1 Garrapata Creek Bridge Rail Replacement (1H800)</b>	At Garrapata Creek Bridge (PM 62.97)	Bridge rail rehabilitation	January 2024 – January 2025	\$3.6 million	SHOPP	Carla Yu	PS&E	Project is in Design phase. 6th and final ADAC community meetings are complete with the recommendation to use CA Type 86H rail. CDP application submitted in March 2022. Monterey County Historic Records Review Board recommended project for approval to Monterey County Planning Commission (MCPC) at 1/5/23 meeting. <b>MCPC denied CDP on 2/22/2023 and denied appeal on 3/8/23.</b>
7.	<b>Highway 1 Salinas Clean CA (1P534)</b>	At SR1 and Market, Alisal, and Sandborn (PM 86.12/87.33)	Beautify three blighted undercrossing structures, and the adjacent infrastructure and roadside landscape.	February 2023 – June 2023	\$1.8 million	Clean California	Nic Heisdorf	PS&E	<b>Project was “Awarded” to Gordon N. Ball INC. on 2/28/2023. Awaiting project “Approval” after which construction will begin.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
8.	<b>Highway 68 Route 68 Drainage Improvements</b>  (1J880)	From west of Sunset Dr to Toro Park  (PM 0.2/15.7)	Drainage improvement, replace lighting, and install count stations	December 2024 – January 2026	\$8 million	SHOPP	Carla Yu	PS&E	Project is currently in Design phase, estimated Ready to List date is June 2024.
9.	<b>Route 68 Corridor Improvements</b>  (1J790)	On State Route 68 from Josselyn Canyon Road to San Benancio Road.  (PM 4.87-13.7)	Operational Improvements	February 2028 – November 2029	65.4 million	STIP & AUTHORIZED	Carla Yu	P&E&ED	Project is currently in Environmental studies phase, and analysis on the two alternatives is ongoing. Draft Environmental Document to be released in Fall 2023.
10.	<b>US 101 Mon 101 Drainage</b>  (1J890)	In and near King City, Greenfield, Soledad, Gonzales, and Salinas, from Paris Valley Road Overcrossing to Dunbarton Road  (PM R28.23/100)	Rehabilitate drainage systems, replace overhead signs and structures, and update Transportation Management System (TMS) elements	July 2025 – July 2026	\$19.4 million	SHOPP MAJOR	Jackson Ho	PS&E	<b>PS&amp;E phase in progress.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
11.	<b>US101 King City CAPM (1K440)</b>	Near King City from Jolon Road undercrossing to Lagomarsino Ave (PM R41.9/R49.0)	Pavement Preservation, TMS Elements, Lighting and Drainage	January 2025 - August 2025	\$ 27 million	SHOPP	Jackson Ho	PS&E	<b>Team working towards 60% PS&amp;E.</b>
12.	<b>US 101 Spence Rd Acceleration Lane (1M760)</b>	South of Salinas at Spence Rd (PM 81.03)	Extend NB acceleration lane	July 2023 – March 2024	\$1 million	MINOR	Mike Lew	PS&E/RW	Project is in the Design phase. Co-op agreement for construction capital has been approved.



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
13.	<b>US 101 Prunedale Drainage (1H691)</b>	At and near Prunedale between 0.4 mile north of Crazy Horse Canyon Overcrossing and 1.1 mile south of San Juan Road Overcrossing (PM 98.8./100.3)	Drainage System Rehab	Jan 2025 - December 2026	\$ 6.2 million	SHOPP MAJOR	Jackson Ho	PS&E/RW	In PS&E Phase working towards 60% PS&E.
14.	<b>Highway 156 Castroville Boulevard Interchange (31601)</b>	Castroville Boulevard and Highway 156 (PM R1.6/1.4)	Construct a new interchange	December 2023 – August 2025	\$24 million	STIP Measure X Federal Demo	Mike Lew	PS&E/RW	Design plans are complete. Team is working towards completing R/W activities and acquiring the Coastal Development Permit as well as other required Environmental permits.
16.	<b>Highway 183 Salinas to Castroville CAPM (1K430)</b>	South of Old Cemetery Rd near Salinas south of Del Monte Ave at Castroville (PM 2.1/8.3)	Roadway rehabilitation, TMS elements, lighting, and sign panel replacement	April 2024 - January 2025	\$6.9 million	SHOPP	Jackson Ho	PS&E/RW	<b>Team working towards 100% PS&amp;E.</b>



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Estimated Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
17.	<b>Highway 183 Castroville Improvement Project</b>  (1H650)	Community of Castroville from Del Monte Ave. to Washington St  (PM R8.3/9.98)	Asset Management Pilot Project	December 2023 - October 2026	\$23.2 million	SHOPP	Jackson Ho	PS&E/R W	<b>95% Constructability Review Meeting completed on 3/9/23. Working towards 100% PS&amp;E.</b>
18.	<b>Highway 183 Castroville Arch</b>  (1P540)	On Route 183 at Preston St  (PM 9.46/9.46)	Restore a community landmark and enhance sidewalk paving	April 2023 – August 2023	\$0.5 million	Clean California	Jackson Ho	PS&E/R W	Working on maintenance agreement. Working on design and encroachment permit submittal.
19.	<b>SR218 FORTAG Bike Trail</b>  (1M570)	Located in the City of Seaside  (PM 0.1/1.5)	Construct Bicycle and Pedestrian Trail. The project provides a safe alternative to Hwy 218 from Del Rey Woods Elementary in City Del Rey Oaks to Laguna Grande Regional Park	September 2023 – August 2024	\$1.2 million	100% LOCAL FUNDED	Jackson Ho	PS&E/R W	<b>Caltrans reviewing 95% PS&amp;E package. Comments due from Team on 3/15/23.</b>

**ACRONYMS USED IN THIS REPORT:**



# PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE MARCH 22, 2023, TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

ADA	Americans With Disabilities Act
CTC	California Transportation Commission
EIR	Environmental Impact Report
PA&ED	Project Approval and Environmental Document
PID	Project Initiation Document
PS&E	Plans, Specifications, and Estimates
SB	Senate Bill, the Road Repair and Accountability Act of 2017
SCL	Santa Clara County Line
SHOPP	Statewide Highway Operation and Protection Program
SR	State Route
RTL	Ready To List
R/W or ROW	Right of Way
TMS	Traffic Management System



## ***Memorandum***

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** March 22, 2023  
**Subject:** TAMC draft minutes of February 22, 2023

---

### **RECOMMENDED ACTION:**

**APPROVE** the Transportation Agency for Monterey County Board draft minutes of February 22, 2023.

### **ATTACHMENTS:**

- ▣ TAMC Board draft minutes of February 22, 2023



**TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**  
**SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**  
**MONTEREY COUNTY REGIONAL DEVELOPMENT IMPACT FEE**  
**JOINT POWERS AGENCY**  
**DRAFT MINUTES OF FEBRUARY 22, 2023, TAMC BOARD MEETING**  
Via Zoom Meeting Video/Audio Conference Call

<b>TAMC BOARD MEMBERS</b>	<b>MAR 22</b>	<b>APR 22</b>	<b>MAY 22</b>	<b>JUN 22</b>	<b>AUG 22</b>	<b>SEP 22</b>	<b>OCT 22</b>	<b>DEC 22</b>	<b>JAN 23</b>	<b>FEB 23</b>
Luis Alejo, Supr. Dist. 1, (Linda Gonzales, Javier Gomez)	P	P	P	P	E	P	P	P	P(V)	P(V)
Glenn Church, Supr. Dist. 2, (Marilyn Vierra, Leonie Gray)	P	P	P(A)	P	P	P	P	P(A)	P*	P
Chris Lopez, Supr. Dist. 3, <b>1st Vice Chair</b> (Priscilla Barba)	P(A)	P(A)	P	P	P	P	P	P(A)	P	P(A)
Wendy Root Askew, Supr. Dist. 4, <b>County Representative</b> (Yuri Anderson, Eric Mora)	P	P(A)	P(A)	P(A)	P	P(A)	P	P(A)	P	P(A)
Mary Adams, Supr. Dist. 5, <b>Past Chair</b> (Sarah Hardgrave, Colleen Courtney)	P	P	P	P	P	P	P	P	P	P
Dave Potter, Carmel-by-the-Sea <b>2nd Vice Chair</b> (Jeff Baron)	P	P	P	P	P	P	P	A	P	P
Scott Donaldson, Del Rey Oaks (John Uy)	P	P	P	P	A	P	P	A	E	P*
Jose Rios, Gonzales (Lorraine Worthy)	P	P	P	P	P	A	P	P	P	P
Rachel Ortiz, Greenfield (Robert White)	P	P	P	P	P	P	P	P	P(V)	A
Michael LeBarre, King City, <b>Chair</b> (Carlos DeLeon)	P	P	P	P	P	P	P	P	P	P
Cristina Medina Dirksen, Marina (Bruce Delgado)	P	P	P	P	A	P	P	P	P	P
Edwin Smith, Monterey, (Kim Barber, Marissa Garcia, Andrea Renny)	P	P	P	P	P(A)	P	P	P	P	P(V)
Chaps Poduri, Pacific Grove, <b>City Representative</b> (Joe Amelio)	P	P	P	P	P	P	P	P	P	P
Andrew Sandoval, Salinas (Anthony Rocha)	P	P	P	P(A)	P	P	P	P	P*	P
Gregory Hawthorne, Sand City (Jerry Blackwelder, Kim Cruz)	A	A	P(A)	A	P(A)	P	P(A)	A	P(V)	P
Ian Oglesby, Seaside, (David Pacheco)	P	P	P	P	P	P	P	P	P	P
Alejandro Chavez, Soledad (Fernando Cabrera, Don Wilcox)	A	P	P	P	P	P	P	P	P	P

<b>Ex Officio Members:</b>	<b>MAR 22</b>	<b>APR 22</b>	<b>MAY 22</b>	<b>JUN 22</b>	<b>AUG 22</b>	<b>SEP 22</b>	<b>OCT 22</b>	<b>DEC 22</b>	<b>JAN 23</b>	<b>FEB 23</b>
Maura Twomey, AMBAG ( <del>Heather Adamson, Bhupendra Patel,</del> Paul Hierling)	P(A)	P	P	P	P(A)	P	P	P	P	P(A) (V)
Scott Eades, Caltrans, Dist. 5 ( <del>Orchid Monroy Ochoa, John Olejnik,</del> Richard Rosales, Brandy Rider)	P	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P	P	P(A) (V)
Richard Stedman, Monterey Bay Air Resources District (David Frisbey)	P	P	A	A	P	A	P(A)	P(A)	P(A)	P(A)
Bill Sabo, Monterey Regional Airport District (Richard Searle)	P	P	E	P	P	P	P	P	P	P(V)
Carl Sedoryk, Monterey-Salinas Transit (Lisa Rheinheimer, Michelle Overmeyer)	P	P	P(A)	P	P	A	A	A	P	P
Eduardo Montesino, Watsonville	A	A	A	A	A	A	A	A	A	A
Sloan Campi, CSUMB (Glen Nelson)	A	P(A)	P(A)	P(A)	P(A)	P	P	A	A	P*

*P = present; P(A) = alternate present; P(V) = videoconference; E = excused absence;  
A = absence; P\*= New Representative*

<b>TAMC STAFF</b>	<b>MAR 22</b>	<b>APR 22</b>	<b>MAY 25</b>	<b>JUN 22</b>	<b>AUG 22</b>	<b>SEP 22</b>	<b>OCT 22</b>	<b>DEC 22</b>	<b>JAN 23</b>	<b>FEB 23</b>
E. Belding, TAMC Intern										E
D. Bilse, Principal Engineer	P	P	P	P	P	P	P	P	P	P
R. Brayer, Legal Counsel	P	P	P	P	P	P	P	P	P	P(V)
D. Delfino, Finance Officer/Analyst	P	P	P	P	P	P	E	P	P	E
R. Goel, Dir. Finance & Administration	P	P	P	E	P	P	P	P	P	P
A. Green, Principal Transp. Planner	P	P	P	P	P	P	P	P	P	P(V)
A. Guther, Asst. Transportation Planner	P	P	P	P	E	E	P	P	P	P(V)
A. Hernandez, Asst. Transp. Planner	P	P	P	P	P	P	P	P	P	P
J. Kise, Dir. Finance & Administration										P
M. Montiel, Administrative Assistant	P	P	P	P	P	E	P	P	P	P
T. Muck, Executive Director	P	P	P	P	P	P	P	P	P	P
E. Rodriguez, Clerk of the Board	P	P	P	P	P	P	P	P	P	P
J. Strause, Transportation Planner	P	P	P	P	P	P	P	P	P	P
C. Watson, Director of Planning	P	P	P	E	P	P	P	P	P	P
L. Williamson, Senior Engineer	P	P	P	P	P	P	P	P	P	P(V)
T. Wright, Community Outreach	P	P	P	P	P	P	P	P	P	P
M. Zeller, Director of Programming & Project Delivery	P	P	P	P	E	P	P	P	P	P

**OTHERS PRESENT**

Javier Gomez	Supervisor District 1 Office	Colleen Courtney	Supervisor District 5 Office
Paul Schlesinger	Thorn Run Partners	Monica Hale	
Robin Lee		Gary Cursio	
Larry Hirahara	Salinas resident		

**1. CALL TO ORDER**

Chair LeBarre called the meeting to order at 9:04 a.m. Elouise Rodriguez, Clerk of the Board, called the roll and confirmed a quorum was established. Chair LeBarre led the pledge of allegiance.

The Board welcomes new appointed representatives Scott Donaldson and Ex Officio Sloan Campi.

**2. PUBLIC COMMENTS**

None.

**3. CONSENT AGENDA**

M/S/C

Potter/Oglesby/unanimous

The Board approved the consent agenda as follows:

***ADMINISTRATION and BUDGET***

**3.1.1** Approved minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways, and the Monterey County Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of January 25, 2023.

**3.1.2** Accepted the list of checks written for the month of January 2023 and credit card statements for the month of December 2022.

**3.1.3** Received list of contracts awarded under \$50,000.

**3.1.4** Adopted finding, pursuant to AB 361, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the TAMC Board of Directors has reconsidered the circumstances of the state of emergency and the state of emergency continues to directly impact the ability of the members to meet in person.

***BICYCLE, PEDESTRIAN, TRANSIT and SOCIAL SERVICES***

**3.2.1** Adopted Resolution 2023-01 apportioning \$20,700,000 in fiscal year 2023-24 Local Transportation Funds to Monterey-Salinas Transit.

**PLANNING**

**3.3.1** No items this month.

**PROJECT DELIVERY and PROGRAMMING**

**3.4.1** Adopted Resolution No 2023-04 to authorize the Executive Director to 1) submit a grant application to the Caltrans Sustainable Transportation Program Climate Adaptation Program; 2) if awarded the grant, take required actions to receive the grant, complete negotiations, execute necessary agreements and relevant amendments to receive the grant, and execute amendments to the agreement as necessary; 3) set aside matching funding for the grant via Rural Planning Assistance carry-over or undesignated Agency Reserve, in an amount to be finalized when the awarded grant is amended into the Agency budget; and 4) enter into agreements with partnering agencies as needed to implement the project.

**3.4.2** Adopted Resolution No 2023-03 to authorize the Executive Director to 1) submit a grant application to the Caltrans Sustainable Transportation Program Climate Adaptation Program; 2) if awarded the grant, take required actions to receive the grant, complete negotiations, execute necessary agreements and relevant amendments to receive the grant, and execute amendments to the agreement as necessary; 3) set aside matching funding for the grant via Measure X Safe Routes to School program funds, in an amount to be finalized when the awarded grant is amended into the Agency budget; and 4) enter into agreements with partnering agencies as needed to implement the project.

**3.4.3** Regarding SURF! Busway - Measure X Funding Agreement Amendment 1:

1. Approved Amendment #1 to the Measure X regional funding agreement between the Transportation Agency and the Monterey-Salinas Transit District for the SURF! Busway project, pending legal counsel approval; and
2. Authorized the Executive Director to execute the amendment.

Public comment:

Chair LeBarre highlighted a letter to the Board of Directors from Michael Salerno, Spokesman, Keep Fort Ord Wild: Keep Fort Ord Wild (KFOW) regarding Agenda Item 3.4.3 -- SURF! Busway- Measure X Funding Agreement Amendment 1.

**3.4.4** Regarding Safe Routes to School Education Contract:

1. Approved and authorized the Executive Director to execute contract amendment #3 with Ecology Action, extending the term of the Agreement from December 31, 2022 to December 31, 2023, retroactively approving a contract effective date of January 1, 2023 and adding an additional \$200,000 for a total not-to-exceed contract amount of \$920,000;
2. Approved the use of Measure X funds budgeted to this project; and
3. Authorized the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

Chair LeBarre commented on Safe Routes to School noting a lot of parents and community are pleased with the work done by Ecology Action.

**3.4.5** Adopted the Second Addendum to the Final Environmental Impact Report for the Fort Ord Regional Trail and Greenway project.

**3.4.6** Ratified the Executive Director executing an Amendment to a Cooperative Agreement Amendment with Caltrans to add \$1 million in federal earmark funds to the funding plan and reduce the Measure X amount to \$317,000 while maintaining the previously approved amount of \$1,317,000 as a match to the \$2,989,000 State Highway Operations and Protection Program (SHOPP) minor funds for operational improvements along northbound US 101 in Monterey County.

***RAIL PROGRAM***

**3.5.1** No items this month.

***REGIONAL DEVELOPMENT IMPACT FEE***

**3.6.1** No items this month.

***COMMITTEE MINUTES AND CORRESPONDENCE***

**3.7.1** Accepted draft minutes from Transportation Agency committees:

- Executive Committee - draft minutes of February 1, 2023
- Rail Policy Committee – draft minutes of February 6, 2023
- Bicycle and Pedestrian Facilities Advisory Committee - draft minutes of February 1, 2023
- Technical Advisory Committee - draft minutes of February 2, 2023
- Excellent Transportation Oversight Committee – Meeting on February 21, 2023.

**3.7.2** Received Transportation Agency for Monterey County correspondence for February 2023.

## END OF CONSENT AGENDA

### 4. UNMET TRANSIT NEEDS PUBLIC HEARING

Aaron Hernandez, Assistant Transportation Planner, reported the annual Unmet Transit Needs process is associated with the Local Transportation Fund (LTF), which is one of two designated funding sources for public transit created by the California Transportation Development Act (TDA). Local Transportation Funds are generated through a quarter percent of the retail sales tax, which are returned to the county by the California State Board of Equalization and apportioned by the Transportation Agency to county jurisdictions through a population-based formula for public transit.

The formation of the Monterey-Salinas Transit District and past unmet transit needs findings dictate how the Transportation Agency allocates Local Transportation Funds. As Monterey-Salinas Transit District members, every city in the county allocates its annual fund apportionment to Monterey-Salinas Transit for public transit services.

The Transportation Agency has designated the Monterey-Salinas Transit Mobility Advisory Committee as the Social Services Transportation Advisory Council for Monterey County to advise TAMC on unmet transit needs pursuant to the Transportation Development act. The Transportation Agency's deadline for accepting public comments and questionnaires for the consideration as part of the annual unmet transit needs process is April 30, 2023.

The Board of Directors held an Unmet Transit Needs Public Hearing

1. Received a presentation on the unmet transit needs process;
2. Opened the public hearing on unmet transit needs;
3. Received the following public comments:

Robin Lee requested consideration of a Class IV Bikeway on Davis Road so families can ride safely.

Larry Hirhara, Salinas citizen expressed the need for better access to China Town on Sherwood and Rossi.

4. Closed the public hearing.

Board Comments:

Board Member Poduri commented that Monterey Salinas Transit made changes to routes in Pacific Grove through the Better Bus Network and would like to see those routes restored in future. Mr. Poduri asked about the 15% threshold requirement as an unmet transit need. Aaron Hernandez said he will check and get back to him.

Sloan Campi, CSUMB, reported that CSUMB made a submission in last years' unmet transit needs hearing asking for shuttle service covering areas MST is unable to serve, and asked if the unmet transit need can address this need. Aaron Hernandez replied there has been ongoing discussion on whether CSUMB is eligible to receive LTF funding. Aaron added that there may be other funding sources available to help fund CSUMB's shuttle service. Carl Sedoryk, MST, replied to Mr. Campi asking for MST to be included in these discussions.

**5. RALPH M. BROWN ACT UPDATE**

**M/S/C**

Adams/Chavez/unanimous

The Transportation Agency Board of Directors discussed options for meetings in 2023 and adopted a policy that hybrid meetings will follow the traditional Brown Act rules to ensure a quorum.

Agency Counsel Brayer reported on options for the Agency Board and Committee meetings to resume in-person meetings, following the rules for hybrid remote/in-person participation pursuant to the Brown Act. Staff has worked to identify meeting rooms that can be used for Board and Committee meetings to enable hybrid options for all meetings.

Counsel Brayer noted that remote participation under the traditional Brown Act is allowed so long as the agenda is posted at all in-person locations, and all those locations are accessible to the public, and the meeting location is posted on the agenda at least 72 hours in advance of the meeting. Executive Director Todd Muck confirmed that the Brown Act rules do not apply to ex-officio non-voting members, who can participate via videoconference from any location that does not need to be noticed on the agenda.

**6. BIKE AND PEDESTRIAN LAWS**

The Board received an update on the laws enacted in 2022 that impact mobility.

Doug Bilse, Principal Engineer, reported several Assembly Bills and Senate Bills were enacted in 2022 that change existing laws, revise the vehicle code, or enable new local ordinances that potentially effect mobility. Some of the most important changes resulted from AB 1909, or the OmniBike Bill, that changes several sections of the vehicle code to clarify that the rules for automobiles should not always apply to bikes.

Executive Director Muck commented staff would bring a discussion on micro mobility to a future Board meeting.

**7. DRAFT OVERALL WORK PROGRAM, BUDGET AND INTEGRATED FUNDING STRATEGY****M/S/C**

Oglesby/Potter/unanimous

The Board of Directors received a presentation on the Draft Overall Work Program & Budget; and

1. Authorized the Executive Director to submit the draft fiscal year 23/24 Overall Work Program to Caltrans for initial review; and
2. Provided direction and guidance to staff on the three-year budget for fiscal years 23/24 through 25/26, the Overall Work Program for fiscal year 23/24, and the 2023 Integrated Funding Strategy; and
3. Directed the Executive Director to bring the final three-year budget, one-year Overall Work Program, and the 2023 Integrated Funding Strategy back to the Board on May 24, 2023 for approval.

Mike Zeller, Director of Programming & Project Delivery, reviewed the annual Overall Work Program, which describes the activities to be accomplished during the fiscal year beginning July 1 and ending June 30. After the draft Overall Work Plan is approved, staff will submit it to Caltrans for feedback. Agency staff then incorporates comments from Caltrans into to a final proposed Overall Work Program to be presented to the Board in May with the fiscal year 2023/24 budget.

Rita Goel, Director of Finance & Administration, reported that the Agency budget separates expenditures into operating and direct programs. Operating expenditures include salaries and benefits, materials and supplies, and equipment, noting staff is including a 4% cost of living increase to stay competitive with other special district agencies. Direct program expenditures are for outside consultants, contracts, and ongoing project and program delivery with continuous funding such as Freeway Service Patrol and Call Boxes.

Board member Medina asked if there was a written policy or cap on the reserve account. Director Muck noted that there is no written policy, but staff will bring this back to the Board for discussion at a future date.



**8. FEDERAL LEGISLATIVE UPDATE COMMUNITY FUNDING PROJECT**

**M/S/C**

Alejo/Sandoval/unanimous

The TAMC Board of Directors provided Agency staff direction to nominate a segment of the Pajaro to Prunedale G12 project for federal appropriations funding. Project nominations are due in March. The funding must be for federally eligible projects that can obligate the funding by 2027 and spend it by 2031.

Christina Watson, Director of Planning, reported Community Project Funding, also known as Congressionally Directed Spending, could bring in critical federal funding for priority projects. In the 2023 appropriations bill, Representative Panetta and Senator Padilla secured \$1 million for the US 101 South of Salinas auxiliary lane project. Ms. Watson noted that the recommended project is the Pajaro to Prunedale - G12. The G12 corridor is 10.5 miles in length and extends south along Porter Drive and Salinas Road from the Santa Cruz County/City of Watsonville limits, then east on Elkhorn Road and Hall Road, then south again on San Miguel Canyon Road, terminating at US 101 in Prunedale.

Transportation Agency and the County of Monterey prepared a corridor study to evaluate improvements to address safety and congested traffic conditions experienced along the generally north-south travel corridor in north Monterey County. The corridor study evaluated six project areas. For segment 6, Salinas Road and Pajaro, the study estimated the project to cost \$1.9 million. This project is located adjacent to the Pajaro/Watsonville Multimodal Station project site. It is also the boundary between Rep. Panetta and Rep. Lofgren's new districts, so TAMC could request support from both Representatives for this project.

The other project considered but was determined not eligible for funding at this time is the King City multimodal train station project.

Board member Alejo expressed his gratitude for recommending this important corridor in Pajaro and focusing on a disadvantaged region.

9.

**REPORTS FROM TRANSPORTATION PROVIDERS**

**Caltrans District 5** – Brandy Rider announced Scott Eades has been selected as the new Caltrans District 5 Director. Mr. Eades has established a history of building strong internal and external partnerships and brings nearly 30 years’ experience working in transportation planning, engineering, and project/program management to this role. Since August 2020, Mr. Eades has served as the Deputy Director for Transportation Planning, Local Assistance, and Sustainability in District 5.

Ms. Rider announced that Caltrans has approximately \$100 million in Clean California grants, noting this is a new round of funding open to cities, counties and other government entities, The submittal time frame for applications is April 28, 2023. In conclusion, Ms. Rider reported Caltrans has sold two of the state-owned lots in the Monterey County U.S.101 corridor.

**Monterey Regional Airport District** – Bill Sabo, Airport District Board Member, reported this is a slow time of year. The Airport continues to do well, noting people are using the airport. He noted that during the recent weather conditions, the airport never lost service, they have extremely low cancellations, and their delays were due to inbound flights from other airports. American Airlines added two-flights to Dallas Ft. Worth, using bigger airplanes, offering 126 seats, first class cargo and auto land capability.

**Monterey Salinas Transit District** – Carl Sedoryk, General Manager/CEO, reported reduced fares for all routes will be the same—you can ride up to 2 hours systemwide for only \$2. Discount fare is \$1 for up to 2 hours systemwide. Mr. Sedoryk announced beginning January 30<sup>th</sup>, MST is offering free rides to college students. In conclusion, he reported MST bus riders can now get around anywhere MST travels by tapping a Visa or Mastercard debit, credit, or prepaid card or payment-enabled device, removing the need to stand in line to purchase a separate transit card, load a special app, or handle cash while boarding.

**Monterey Bay Air Resources District** – No report this month.

10.

**REPORTS ON MEETINGS ATTENDED BY BOARD MEMBERS AT AGENCY EXPENSE**

No report this month.

**11. EXECUTIVE DIRECTOR'S REPORT**

Executive Director Todd Muck introduced TAMC newly appointed Director of Finance & Administration Jeff Kise. He congratulated Scott Eades on his appointment as Caltrans District 5 Director. In conclusion, Director Muck reported on February 10<sup>th</sup>, the Coastal Commission approved a local coastal plan amendment regarding SR 156, noting we have a few more hurdles before the final approval scheduled for March 23.

**12. ANNOUNCEMENTS AND/OR COMMENTS**

None

**13. CLOSED SESSION**

The Board of Directors held a closed session regarding REAL ESTATE NEGOTIATIONS. Pursuant to Government Code section §54956.8, confer with real property negotiators concerning the acquisition of property for the Fort Ord Regional Trail and Greenway - Canyon Del Rey segment.

Property: Plumas Avenue, Seaside, California 93955

Agency negotiators: Michael Zeller, Todd Muck, Lindsey Van Parys, John Almazan

Negotiating parties: Pacific Gas and Electric

Under negotiation: Price and terms of payment

**RECONVENED** in open session and report any actions taken.

The Board of Directors reconvened in open session:

Agency Counsel Brayer reported no reportable actions taken.

**14. ADJOURNMENT**

Chair LeBarre adjourned the meeting at 11:59 a.m.



## **Memorandum**

**To:** Board of Directors  
**From:** Dave Delfino, Finance Officer / Analyst  
**Meeting Date:** March 22, 2023  
**Subject:** TAMC payments for the month of February 2023

### **RECOMMENDED ACTION:**

**ACCEPT** the list of checks written for February 2023 and credit card statement for the month of January 2023.

### **SUMMARY:**

The list of checks and copies of credit card statements are submitted to the Transportation Agency Board each month in accordance with the recommendation from the Transportation Agency's independent Certified Public Accountant to keep the Board informed about the Transportation Agency's financial transactions.

### **FINANCIAL IMPACT:**

The checks processed this period total \$ 353,818.55 which, included checks written for February 2023 and payment of the January 2023 Platinum Plus Credit Card statement.

### **DISCUSSION:**

During the month of February 2023 normal operating checks were written, as well as a check for \$984.00 to Burke, Williams & Sorensen LLP for right of way legal services, a check for \$33,472.10 to HDR Engineering Inc. for engineering design and a check for \$356.00 to Union Pacific Railroad for engineering design review, all for the Salinas Rail Extension Kick-Start Project, a check for \$12,916.81 to Ecology Action, a check for \$58,748.93 to GHD Inc. for design engineering for FORTAG Segment 1, a check for \$937.03 to the Monterey Health Department and a check for \$938.71 to the City of Salinas all for services for the Salinas Safe Routes to School Project and a check for \$3,000.00 to Moss, Levy and Hartzheim for the 21/22 annual audit.

### **ATTACHMENTS:**

- ▣ Checks February 2023
- ▣ Credit Card January 2023

Transportation Agency for Monterey County (TAMC)  
 Union Bank Operating Account  
 February 2023

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
02/03/2023	ACH CalPers Health Benefits	12,417.57		Employee Benefit
02/03/2023	EFT Payroll	46,355.46		Payroll
02/03/2023	EFT United States Treasury	9,906.02		Payroll Taxes & Withholding
02/03/2023	EFT EDD	3,902.46		Payroll Taxes & Withholding
02/03/2023	EFT EDD	155.80		Payroll Taxes & Withholding
02/03/2023	EFT Pers Retirement	9,155.19		Employee Benefits
02/03/2023	EFT Pers Retirement PEPRA	1,656.53		Employee Benefits
02/03/2023	EFT CalPERS	7,527.37		Employee Benefits
02/03/2023	EFT Elouise Rodriguez	192.67		Reimbursement for Meeting Supplies
02/03/2023	DEP State of California		29,647.02	SAFE - Revenue -December 2022
02/03/2023	DEP Lithia, Marina Concrete and Monterey Motors		7,022.21	Railroad Right of Way Rent
02/03/2023	EFT TAMC County Acct. 691		1,500,000.00	Funds Transfer From TAMC County Acct. 691
02/08/2023	20800 AAMCOM LLC	235.00		Call Box Answering Service
02/08/2023	20801 Alvarez Technology Group (TX)	680.09		Computer Lease
02/08/2023	20802 Alvarez Technology Group, Inc. (CA)	3,008.26		Computer Support
02/08/2023	20803 AT & T (Carol Stream, Il.)	449.63		Telecommunications, Call Box and Rideshare - Phone Service
02/08/2023	20804 Case Systems Inc.	2,963.80		SAFE Call Box - Maintenance
02/08/2023	20805 FedEx (Printing)	5,167.68		Printing for Safe Routes to School
02/08/2023	20806 HDR Engineering Inc.	33,472.10		Engineering Design for Salinas Rail Extension Kick-Start Project
02/08/2023	20807 Khouri Consulting LLC	4,000.00		State Legislative Consultant
02/08/2023	20808 Monterey County Weekly	288.75		Advertising for Request for Proposals for the LTF Triennial Audit
02/08/2023	20809 Office of the County Counsel	4,569.60		Legal Services
02/08/2023	20810 Void	0.00		Void
02/08/2023	20811 The Maynard Group	361.02		Telephone Equipment Lease
02/08/2023	20812 Union Pacific Railroad Company	356.00		Engineering Design Review for Salinas Rail Extension Kick-Start Project
02/08/2023	20813 Verizon Wireless	4.87		Call Box - Phone Service
02/08/2023	20814 VSP	177.73		Employee Benefits
02/08/2023	20815 Smile Business Products Inc.	135.90		Office Copier Expenses
02/08/2023	20819 Clinica de Salud del Valle de Salinas	8,817.97		Office Rent
02/09/2023	20816 Burke, Williams & Sorensen LLP	984.00		Right of Way Legal Services for Salinas Rail Extension Kick-Start Project
02/09/2023	20817 GHD Inc. (formerly Omni Means)	58,748.93		Engineering Design Services for FORTAG Segment 1
02/09/2023	20818 Santa Barbara County Assoc. of Government	5,200.00		Dues for Legislative Support
02/14/2023	EFT State of California		29,446.04	TCRP Funds for Salinas Rail
02/15/2023	DEP Christina Watson	1,167.35		125 Plan Reimbursement
02/15/2023	DEP Dave Delfino	450.00		125 Plan Reimbursement
02/17/2023	20820 Business Card	5,355.42		Office and Project Supplies, SRTS and ATP Prizes and Staff Travel & Professional Training
02/17/2023	20821 California Highway Patrol	253.41		Freeway Service Patrol / SAFE Call Box Program
02/17/2023	20822 Clinica de Salud del Valle de Salinas	8,817.97		Office Rent
02/17/2023	20823 Comcast	163.70		Telecommunications
02/17/2023	20824 De Lage Landen Financial Services	319.02		Office Copier Lease
02/17/2023	20825 Delta Dental	917.56		Employee Benefits
02/17/2023	20826 Moss, Levy & Hartzheim	3,000.00		Financial Audit
02/17/2023	20827 Oppidea, LLC	2,685.00		Accounting Services
02/17/2023	EFT Payroll	51,479.11		Payroll
02/17/2023	EFT United States Treasury	11,019.84		Payroll Taxes & Withholding
02/17/2023	EFT EDD	4,470.67		Payroll Taxes & Withholding
02/17/2023	EFT EDD	130.58		Payroll Taxes & Withholding

Transportation Agency for Monterey County (TAMC)  
 Union Bank Operating Account  
 February 2023

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
02/17/2023	EFT Pers Retirement	9,155.19		Employee Benefits
02/17/2023	EFT Pers Retirement PEPPA	2,564.36		Employee Benefits
02/17/2023	EFT CalPERS	8,037.58		Employee Benefits
02/17/2023	EFT Theresa Wright	150.00		Reimbursement for Training
02/17/2023	DEP Cappel, Marina Concrete and Haedrich		4,071.57	Railroad Right of Way Rent
02/17/2023	DEP State of California		342.24	Interest
02/17/2023	DEP State of California		45,192.73	SB1 ATP Funds for FORTAG
02/20/2023	EFT Graniterock		8,783.88	Railroad Right of Way Rent
02/24/2023	20828 City of Salinas	1,700.39		Services for Salinas Safe Routes to School Program
02/24/2023	20829 Ecology Action	12,916.81		Services for Salinas Safe Routes to School Program
02/24/2023	20830 Lincoln National Life Insurance Co.	837.03		Employee Benefits
02/24/2023	20831 Monterey County Health Dept.	938.71		Services for Salinas Safe Routes to School Program
02/24/2023	20832 Office of the County Counsel	5,848.00		Legal Services
02/24/2023	20833 Petty Cash	142.84		Miscellaneous Office Expenses
02/24/2023	20834 Smile Business Products Inc.	142.82		Office Copier Expenses
02/24/2023	20835 VSP	228.87		Employee Benefits
02/24/2023	DEP Cardinale and Saroyan		2,853.94	Railroad Right of Way Rent
02/27/2023	EFT Union Bank	35.92		Bank Service Charges
02/27/2023	EFT State of California		146,073.19	SB 1 Grant for Salinas Valley Safe Routes to School
<b>Total</b>		<b>353,818.55</b>	<b>1,773,432.82</b>	

Credit Card January 2023



ELOUISE RODRIGUEZ

Platinum Plus® for Business

January 05, 2023 - February 04, 2023

Cardholder Statement

Account Information:  
www.bankofamerica.com

Mail Billing Inquiries to:  
BANK OF AMERICA  
PO BOX 660441  
DALLAS, TX 75266-0441

Mail Payments to:  
BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

Customer Service:  
1.800.673.1044, 24 Hours

Outside the U.S.:  
1.509.353.6656, 24 Hours

For Lost or Stolen Card:  
1.800.673.1044, 24 Hours

Business Offers:  
www.bankofamerica.com/mybusinesscenter

Payment Information

New Balance Total ..... \$5,355.42  
Minimum Payment Due ..... **\$53.55**  
Payment Due Date ..... **03/02/23**  
**Late Payment Warning:** If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date:  
\$0.00 for balance less than \$100.01  
\$29.00 for balance less than \$1,000.01  
\$39.00 for balance less than \$5,000.01  
\$49.00 for balance equal to or greater than \$5,000.01

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

Account Summary

Previous Balance ..... \$1,195.02  
Payments and Other Credits ..... -\$1,457.19  
Balance Transfer Activity ..... \$0.00  
Cash Advance Activity ..... \$0.00  
Purchases and Other Charges ..... \$5,617.59  
**Fees Charged** ..... **\$0.00**  
**Finance Charge** ..... **\$0.00**  
New Balance Total ..... \$5,355.42  
Credit Limit ..... \$7,600  
Credit Available ..... \$2,244.58  
Statement Closing Date ..... 02/04/23  
Days In Billing Cycle ..... 31

Important Changes to Your Account Terms

Please read about account agreement changes on the 'Important Changes to the Account Terms' page in this statement. If you need assistance reading these revised terms on your ADA reader, please contact Customer Service at the number provided on your statement.

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
<b>Payments and Other Credits</b>				
01/16	01/13	WWW.MOLEKULE.COM	SAN FRANCISCOCA	
01/16	01/13	WWW.MOLEKULE.COM	SAN FRANCISCOCA	- 87.39
01/16	01/13	WWW.MOLEKULE.COM	SAN FRANCISCOCA	- 87.39
				- 87.39

Account Number:  
January 05, 2023 - February 04, 2023

New Balance Total ..... \$5,355.42  
Minimum Payment Due ..... **\$53.55**  
Payment Due Date ..... **03/02/23**

Enter payment amount

\$

For change of address/phone number, see reverse side.

BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

ELOUISE RODRIGUEZ  
TAMC  
ATTN DAVE DELFINO  
55 PLAZA CIR STE B  
SALINAS, CA 93901-2952

Mail this coupon along with your check payable to:  
BUSINESS CARD,  
or make your payment online at  
www.bankofamerica.com



ELOUISE RODRIGUEZ

January 05, 2023 - February 04, 2023

Page 3 of 6

**Transactions**

Posting Date	Transaction Date	Description	Reference Number	Amount
01/23	01/22	PAYMENT - THANK YOU		- 1,195.02
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>- \$1,195.02</b>
<b>Purchases and Other Charges</b>				
01/05	01/05	REI.COM 800-426-4840 800-426-4840 WA		436.92
01/05	01/05	REI.COM 800-426-4840 800-426-4840 WA		1,310.77
01/09	01/06	Device Magic Inc RALEIGH NC		160.50
01/09	01/08	INTUIT *TSheets CL.INTUIT.COMCA		132.00
01/11	01/10	STAPLES DIRECT 800-3333330 MA		450.92
01/13	01/12	MY NISSAN KIA SALINAS CA		1,230.91
01/23	01/20	OFFICEMAX/DEPOT 6260 SALINAS CA		57.10
01/24	01/24	AMAZON.COM*E413L7YF3 A AMZN.COM/BILLWA		40.84
01/25	01/23	EL RINCONCITO RESTAURA GREENFIELD CA		153.08
01/25	01/24	AMAZON.COM*G99ZY4BP3 A AMZN.COM/BILLWA		756.70
01/25	01/24	AMZN MKTP US*YN9RT1Z63 AMZN.COM/BILLWA		81.83
01/26	01/24	STARBUCKS STORE 06629 SALINAS CA		40.00
01/27	01/27	Mailchimp Atlanta GA		80.00
01/30	01/26	COGUYO'S MEXICAN RESTA SOLEDAD CA		136.02
01/31	01/30	CAPIO CONFERENCE REG CHICO CA		550.00
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$5,617.59</b>

**Finance Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	17.99%	\$0.00	\$0.00
CASH	28.49% V	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.



**BUSINESS ADVANTAGE**

Go paperless.  
It's more secure.

Reduce the risk of lost or stolen mail. Plus, you can view your statements securely and easily—online or from our mobile app—24/7 from almost anywhere.

Simply use our **Mobile Banking app** or sign in to Business Advantage 360 and click on **Profiles & Settings** (in the upper right, next to Sign Out).

Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.



## Memorandum

**To:** Board of Directors  
**From:** Theresa Wright, Community Outreach Coordinator  
**Meeting Date:** March 22, 2023  
**Subject:** **Measure X Citizens Oversight Committee Appointment**

### **RECOMMENDED ACTION:**

**APPROVE** the appointment of Rosemarie Barnard to serve as the alternate North County representative on the Measure X Transportation Safety & Investment Plan Citizens Oversight Committee.

### **SUMMARY:**

The Transportation Safety & Investment Plan Policies calls for the formation of a Citizens Oversight Committee representing a diverse range of community interests. Representatives of these interests must be nominated by their organizations and appointed to serve on the Citizens Oversight Committee by the Transportation Agency's Board of Directors.

### **FINANCIAL IMPACT:**

The Transportation Safety & Investment Plan, approved by voters on November 8, 2016, is anticipated to generate an estimated \$600 million over thirty years through a retail transactions and use tax of a three-eighths' of one-percent (3/8%). This funding will make a significant dent in the billions of dollars in unmet road repair needs and regional road safety and mobility project needs and, in some cases, will help get transportation projects off the ground sooner than planned.

### **DISCUSSION:**

In accordance with the Policies & Project Descriptions for the Transportation Safety & Investment Plan, a Citizens Oversight Committee representing a diverse range of community interests was formed within six months of voter approval of Measure X. Members and their alternates were nominated by the organization they are representing. Additional members were appointed by the Transportation Agency Board of Directors to assure that a broad range of geographic and stakeholder interests are represented on the committee.

Members of the Citizens Oversight Committee were appointed by the Transportation Agency Board of Directors on March 22, 2017. Initial terms were staggered, with half of the committee members serving a 2-year term, and the other half serving a 3-year term, as specified by the Transportation Agency.

On behalf of North County, Supervisor Glenn Church has nominated Rosemarie Barnard to serve as the alternate North County representative on the Measure X Citizens Oversight Committee. Ms. Barnard is on the Executive Board of the Monterey County Republican Women Federated and serves as their Officer for Financial Review.

This report seeks the appointment of Rosemarie Barnard to serve as the alternate North County representative on the Measure X Transportation Safety & Investment Plan Citizens Oversight Committee.



**Memorandum**

**To:** Board of Directors  
**From:** Michael Zeller, Director of Programming & Project Delivery  
**Meeting Date:** March 22, 2023  
**Subject:** Fort Ord Regional Trail and Greenway - Easement Agreement

**RECOMMENDED ACTION:**

**Fort Ord Regional Trail and Greenway - Easement Agreement:**

1. **APPROVE** the real estate easement settlement agreement, pending legal counsel approval, with Ng, Lom & Ng for two parcels located at 815 Canyon Del Rey for the Fort Ord Regional Trail and Greenway project for a not to exceed amount of \$65,400;
2. **APPROVE** the payment of property owner appraisal costs not-to-exceed \$5,000;
3. **AUTHORIZE** the Executive Director to execute the agreement and changes to the agreement if such changes do not increase the Agency's net costs, subject to approval by Agency Counsel; and
4. **AUTHORIZE** the use of no more than \$15,000 from state funds budgeted to this project for a total settlement not-to-exceed amount of \$85,400.

**SUMMARY:**

The property owners for 815 Canyon Del Rey are prepared to grant the Agency possession of the property and settle the acquisition of a permanent easement for the Fort Ord Regional Trail and Greenway Canyon Del Rey project.

**FINANCIAL IMPACT:**

The Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project includes \$1.198 million for right-of-way acquisition from a State Active Transportation Program grant.

**DISCUSSION:**

Phase 1 of the Canyon Del Rey/State Route 218 Segment involves construction of the trail through the City of Del Rey Oaks from Fremont Boulevard to Del Rey Woods Elementary in the City of Seaside. From Fremont Boulevard, the trail will run along State Route 218 and then move behind Safeway through Work Memorial Park traveling around the tennis courts and towards Angelus Way. There are no improvements proposed along Angelus Way based on feedback from the community. The trail will pick up again at Del Rey Park and travel towards State Route 218 along the existing trail. An undercrossing below State Route 218 will connect near Del Rey Oaks City Hall and the Frog Pond. A raised pathway will be constructed to connect trail users from the undercrossing to Carlton Drive at an accessible grade. The trail will extend northeast up Carton Drive to Plumas Avenue. Along Carlton Drive the trail will consist of a new 12-foot wide multi-use sidewalk on the west side of the road. Along Plumas Avenue the trail will follow the existing PG&E easement up to Del Rey Woods Elementary.

The portion of the trail that runs along Canyon Del Rey is planned to be constructed, in part, in right-of-way owned by Ng, Low & Ng and leased to Safeway. The Agency has negotiated a settlement with Ng, Low & Ng for an easement for these parcels in order to receive the right-of-way certification from Caltrans prior to proceeding to construction. The

required easement interests represent approximately 1,455 square feet of the parcels. The Purchase and Sale Agreement, including a map of the easement area, is attached to this staff report.

**ATTACHMENTS:**

- 815 Canyon Del Rey - Easement Agreement

APNs: 012-551-004, 012-551-010  
TITLE REPORT NO: FWMN-TO21000100  
PROJECT: Fort Ord Regional Trail and Greenway (FORTAG)  
OWNER: Ng, Lom & Ng, a California Limited Partnership

## **AGREEMENT FOR ACQUISITION OF REAL PROPERTY**

THIS AGREEMENT FOR ACQUISITION OF REAL PROPERTY (“Agreement”) is entered into this 15 day of FEBRUARY, 2023 (“Effective Date”), by and between the **TRANSPORTATION AGENCY FOR MONTEREY COUNTY** (“TAMC”), and **NG, LOM & NG, A CALIFORNIA LIMITED PARTNERSHIP** (“Property Owner”). TAMC and Property Owner may hereinafter be referred to as the “Parties.”

### **RECITALS**

A. Property Owner is the owner of the real property located at 815 Canyon Del Rey Road in Del Rey Oaks, California and identified as Monterey County Assessor’s Parcel Numbers 012-551-004 and 012-551-010 (“Subject Property”).

B. TAMC desires to acquire recreational multi use trail easement and a temporary construction easement interest more particularly described in Exhibits “A-1” and “A-2”, and depicted in Exhibits “B-1” and “B-2”, all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Property Owner and the Special Provisions more particularly described in Exhibit “C”. All of the foregoing collectively hereinafter referred to as “Property Interest”, all attached hereto and by this reference made a part of this Agreement, for the TAMC’s Fort Ord Regional Trail and Greenway (“Project”), a public works project and public use for which TAMC has the authority to exercise its power of eminent domain.

C. On or about November 7, 2022, TAMC sent to Property Owner a notice of TAMC’s intent to appraise the Property Interest for the purpose of initiating negotiations to acquire said interests for the Project, and pursuant to such notice, TAMC obtained an appraisal of the Property Interest; and

D. Property Owner and TAMC have agreed to execute this Agreement in lieu of condemnation, and this purchase and sale is directly and expressly under threat of Eminent Domain. In the event that the Parties were not able to reach an agreement for the purchase and sale of the Property Interest at issue in this Agreement, TAMC would have initiated Eminent Domain proceedings to allow it to acquire same in the Subject Property.

NOW, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. AGREEMENT TO SELL AND PURCHASE. Property Owner shall sell to TAMC and TAMC shall purchase from Property Owner the Property Interests on all of the terms and conditions in this Agreement.
2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of: Sixty-Five Thousand Four Hundred Dollars (\$65,400.00).
3. ESCROW. TAMC agrees to open an escrow in accordance with this Agreement with Chicago Title Company (hereinafter referred to as "Escrow Agent"), located at office at 50 Winham Street, Salinas, CA 93901 within two (2) weeks of entering into this Agreement. This Agreement constitutes the joint escrow instructions of TAMC and Property Owner, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Agent. Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties agree to do all acts necessary to close this escrow in the shortest possible time.

Property Owner has executed and handed to TAMC, concurrently with this Agreement a Recreational Multi Use Trail Easement Deed and a Temporary Construction Easement Deed. As soon as possible after opening of escrow, TAMC will deposit the executed said instruments, with Certificates of Acceptance attached, with Escrow Agent. TAMC agrees to deposit the Purchase Price upon demand of Escrow Agent. TAMC and Property Owner agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

4. ESCROW FEES, CHARGES AND COSTS. TAMC agrees to pay all fees, charges, and costs which arise in this escrow, including title insurance premiums.
5. TEMPORARY CONSTRUCTION EASEMENT ("TCE") TERM. The TCE shall remain in effect for a fourteen-month period, or until a Notice of Completion of the Project has been filed by TAMC, whichever occurs first, and shall expire no later than March 1, 2024.
6. PERMISSION TO ENTER SUBJECT PROPERTY.
  - (a) Property Owner grants to TAMC, its agents, employees, and/or contractors' permission to enter upon the Subject Property at all reasonable times prior to Close of Escrow for any purposes, including, but not limited to, inspecting the Subject Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Subject Property). TAMC shall indemnify and defend Property Owner against and hold Property Owner harmless from all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorney's fees caused by the TAMC's entry onto the Subject Property or any activity thereon by TAMC or its agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of any acts of Subject

Property Owner. Any entry onto the Subject Property by TAMC or its agents, employees, or contractors shall be at reasonable times. The provisions of this Section shall survive the Close of Escrow.

(b) In addition to the provisions of subdivision (a) hereof, TAMC and its agents, employees, or contractors shall have the right, from the Effective Date until the Close of Escrow, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Subject Property. Subject Property Owner agrees to cooperate reasonably with TAMC and its agents, employees, or contractors in the inspection of the Subject Property and agrees to deliver to TAMC all information in Property Owner's possession or control pertaining to the condition of the Subject Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

7. RE-CONSTRUCTION OF OWNER'S REMAINDER PROPERTY. TAMC and its authorized agents and contractors are hereby granted permission to enter onto Property Owner's remainder property to reconstruct Subject Property driveways, walkways, and appurtenant areas as necessary to conform to Project improvements. The cost of such reconstruction of the Property Owner's remainder property shall be borne by TAMC.

TAMC will also, at time of project construction and at no expense to Property Owner, provide the Construction Contract Work listed in Exhibit "D" – Special Provisions, attached hereto and incorporated herein.

8. HAZARDOUS MATERIALS/SUBSTANCE.

(a) As used in this Agreement, "hazardous materials or substance" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any environmental laws as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous materials" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, perchlorate, and methyl tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the environmental laws.

(b) To the fullest extent allowed by law, Property Owner agrees to unconditionally and fully indemnify, protect, defend (with counsel satisfactory to TAMC), and hold TAMC and its elected and appointed officers, officials, employees, agents, consultants and contractors harmless from and against any and all claims (including without limitation third party claims for personal injury, real or personal property damage, or damages to natural resources), actions, administrative proceedings (including without limitation both formal and informal proceedings), judgments, damages, punitive damages, penalties, fines, costs (including without limitation any and all costs relating to investigation, assessment,



analysis or cleanup of the Subject Property), liabilities (including without limitation sums paid in settlements of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the violation of environmental laws or the presence, suspected presence, release, or suspected release, of any hazardous materials in, on or under the Subject Property or in or into the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under or within the Subject Property, or any portion thereof, except those Costs that arise solely as a result of actions by TAMC. The indemnification provided in this paragraph shall specifically apply to and include claims or actions brought by or on behalf of employees of Property Owner or any of its predecessors in interest and Property Owner hereby expressly waives any immunity to which Property Owner may otherwise be entitled under any industrial or worker's compensation laws. In the event the TAMC suffers or incurs any Costs, Property Owner shall pay to TAMC the total of all such Costs suffered or incurred by the TAMC upon demand therefore by TAMC. The indemnification provided by this Section shall include, without limitation, all loss or damage sustained by the TAMC due to any hazardous materials: (a) that are present or suspected by a governmental agency having jurisdiction to be present in the Subject Property or in the air, soil, soil gas, groundwater, or surface water at, on, about, above, under, or within the Subject Property (or any portion thereof) or to have emanated from the Subject Property, or (b) that migrate, flow, percolate, diffuse, or in any way move onto, into, or under the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under, or within the Subject Property (or any portion thereof) after Effective Date as a result of Property Owner's or its predecessors' activities on the Subject Property. The provisions of this Section shall survive the termination of this Agreement and the Close of Escrow.

9. PRELIMINARY TITLE REPORT AND EXCEPTIONS.

(a) By not later than seven (7) business days following the Effective Date, the TAMC may at its discretion obtain a preliminary Title Report ("Title Report") for the Subject Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Property Owner's title to the Subject Property.

(b) TAMC may approve or disapprove each exception shown on the Title Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property Interest or that violates any law, rule, or regulation (each an "Exception") within thirty (30) days following the Effective Date. TAMC's failure to object within said time period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by the TAMC hereunder shall be referred to as the "Approved Exceptions."

(c) If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), the TAMC at its discretion may agree in writing to give the Property Owner a specified amount of time to allow the Property Owner to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record,



and in a form that is reasonably satisfactory to TAMC and Escrow Agent all at Property Owner's sole cost and expense. Property Owner authorizes Escrow Agent to disburse from the cash portion of the Purchase Price and proceeds otherwise disburseable to Property Owner upon Close of Escrow the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Property Owner is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the time period specified by the TAMC, then the TAMC at its sole discretion may terminate this Agreement by giving Property Owner written notice of termination. The TAMC at its sole discretion may choose to waive in writing any Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If the TAMC terminates this Agreement pursuant to this subsection, then the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party.

(d) It shall be a condition to the Close of Escrow that Escrow Agent shall obtain and deliver to TAMC no later than five (5) business days prior to the Close of Escrow, a title commitment for a CLTA Owner's Title Insurance Policy ("Title Policy") (or at TAMC's election, an ALTA Owner's Title Insurance Policy) in the amount of the Purchase Price for the benefit and protection of TAMC, showing fee simple title to the Property Interest, if being acquired in fee, vested in TAMC, subject only to the Permitted Exceptions and the standard preprinted exceptions for the form of policy selected by TAMC, including such endorsements as may reasonably be requested by TAMC, and committing the title company to issue the Title Policy to TAMC upon the Close of Escrow.

10. CONVEYANCE OF TITLE TO PROPERTY INTEREST AND WORK TO BE PERFORMED BY THE TAMC. At Close of Escrow, Property Owner agrees to convey to TAMC the Property Interests described in Exhibits "A-1", "A-2", "B-1", and "B-2". If TAMC is acquiring property in recreational multi use trail easement, Property Owner agrees to convey by Recreational Multi Use Trail Easement Deed to TAMC marketable permanent easement title free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes, EXCEPT:

DELETED

- a. ~~Taxes for the fiscal year in which this escrow closes shall be cleared and paid in accordance with Sections 5081 — 5091 and Section 4986 of the Revenue and Taxation Code of the State of California, if unpaid at the Close of Escrow.~~
- b. Covenants, conditions, restrictions and reservations of record contained in the Permanent Easement Deed.
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- d. All exceptions which are disclosed by the Title Report which are approved by TAMC in writing.

Property Owner Initial:  


- e. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by TAMC.

In addition to the work the TAMC is performing for the Project in the Recreational Multi Use Trail Easement Deed and Temporary Construction Easement Deed, the TAMC will perform the work, at its sole cost and expense as described in Exhibit C, the Special Provisions. Property Owner agrees to cooperate with the TAMC to allow the improvements described therein to be completed along with access to perform such work. Property Owner shall notify any future buyers or assigns of any interest in the property pertaining to the future work.

11. PAYMENT OF MORTGAGE OR DEED OF TRUST. All money payable under this Agreement, up to and including the total amount of unpaid principal and interest on any note secured by a mortgage or deed of trust, and all other amounts due and payable in accordance with the terms and conditions of the mortgage or trust deed shall, on demand with written support, be made payable to the mortgagee or beneficiary. The mortgagee or beneficiary shall furnish TAMC and Property Owner with good and sufficient receipt showing the money credited against the indebtedness secured by the mortgage or deed of trust.

12. NOTICE TO TENANTS. This agreement is expressly made between the TAMC and the Property Owner. The TAMC has not reviewed, nor does it have access to any lease or rental agreements, if any, with any of Property Owner's tenants. Property Owner is responsible for any notification to its tenants and for any terms of any lease or rental agreements between Property Owner and its tenants or for the payment of any compensation payable to the tenant for the tenant's interest, if any, in the Property Interest or the TAMC's acquisition thereof.

13. RELEASE AND PROPERTY OWNER INDEMNIFICATION. Except for instances involving a breach by TAMC of its obligations under this Agreement, Property Owner releases, remises, acquits and forever discharges TAMC, its employees, agents, attorneys and other representatives (collectively "Released Parties") from and against any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities and expenses, WHETHER KNOWN OR UNKNOWN, direct or indirect, foreseeable or unforeseeable, by any and all, current and/or future tenants, which concern or in any way relate to the TAMC's acquisition of the Property Interest, including, but not limited to, any and all claims for greater compensation, severance damages, litigation fees, costs, damages, loss of goodwill, real property, furniture, fixtures and equipment, and interest.

Property Owner expressly waives any and all rights Property Owner may have under Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT  
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN  
HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

All of the provisions of this Section 11 shall survive the Close of Escrow.

14. LOSS OR DAMAGE. Loss or damage to the Property Interest area or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Recreational Multi Use Trail Easement Deed and Temporary Construction Easement Deed shall be at the risk of Property Owner and the TAMC may elect to terminate this Agreement. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Recreational Multi Use Trail Easement Deed, TAMC may elect to require Property Owner to assign or pay to TAMC the proceeds of any insurance which may become payable to Property Owner, or to permit such proceeds to be used for the restoration of the damage done, if any.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS

Property Owner warrants, represents, and/or covenants to TAMC that:

- a) To the best of Property Owner's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, including related to hazardous substances;
- b) Until the closing, Property Owner shall maintain the Subject Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property;
- c) Until the Close of Escrow, Property Owner shall not do anything which would impair Property Owner's title to any of the Subject Property;
- d) To the best of Property Owner's knowledge, neither the execution of this Agreement nor the performance of the obligations set forth in it will conflict with, or breach, any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Property Owner's property may be bound;
- e) Until the Close of Escrow, Property Owner shall, upon learning of any fact or condition which would cause any of the warranties, representations and covenants in this Agreement not to be true, immediately give written notice of such fact or condition to TAMC;

- f) Property Owner is not “foreign persons” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and does not have non-foreign status under California Revenue and Taxation Code sections 18692 and 18668;
- g) No condition on the Subject Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation;
- h) Property Owner shall not permit any liens, encumbrances, or easements to be placed on the Subject Property, other than the Approved Exceptions, nor shall Property Owner enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Subject Property that would be binding on TAMC or the Subject Property after the Close of Escrow without the prior written consent of TAMC.
- i) Any information that Property Owner has delivered to TAMC, either directly or through Property Owner’s agents, is accurate and Property Owner has disclosed all material facts concerning the operation, development, or condition of the Property.

TAMC warrants, represents and/or covenants to Property Owner that:

- a) TAMC is duly organized validly existing, and in good standing under California law;
- b) The execution, delivery and performance of this Agreement and any of the other documents executed and delivered on behalf of TAMC have been duly and validly authorized by all necessary action and proceedings;
- c) The person executing this Agreement is duly appointed and authorized by TAMC to execute such documents; and,
- d) No consent from or notice to any governmental authority, other than the TAMC Board of Directors, or any other person or entity is required to permit TAMC to execute, deliver and perform this Agreement in accordance with its terms.

16. DATE OF POSSESSION. It is agreed and confirmed by the parties notwithstanding other provisions in this Agreement, the right of possession and use of the Property Interest by the TAMC, including the right to remove and dispose of improvements, shall commence on the TAMC’s deposit of the Purchase Price into Escrow or the Close of Escrow, whichever occurs first, and that the Purchase Price, includes without limitation full payment for such possession and use. In the event that TAMC has taken possession and this Agreement is subsequently terminated and the TAMC commences Eminent Domain proceedings to acquire the Property Interest, TAMC shall continue retain possession of the Property Interest and TAMC’s possession shall not be impaired.

17. EMINENT DOMAIN DISMISSAL; FULL AND COMPLETE. The parties hereto acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Property Owner hereby waives all attorneys' fees, costs, disbursements, and expenses arising out of any potential known or unknown issues relating to condemnation or inverse condemnation of the Subject Property, Property Interest or part thereof.

Property Owner hereby acknowledges that the Purchase Price constitutes the full and complete settlement of any and all claims for compensation or damages against TAMC, by reason of TAMC's acquisition of the Property Interests and any dislocation of Property Owner from same, specifically including, but not limited to, the value of the Property Interest, any

and all claims in inverse condemnation and for pre-condemnation damages, severance damages, any and all loss of business goodwill, any relocation benefits, and any and all other claims that Property Owner may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by TAMC of the Property Interest.

If, prior to the Close of Escrow, Property Owner is served with a Summons and Complaint in Eminent Domain in which Property Owner are named defendants, upon the Close of Escrow, Property Owner agrees and consents to filing a Disclaimer in said action. Property Owner further agrees and consents to the dismissal of any eminent domain action in the Superior Court in which the described land is included, if any, and also waive any and all claims to any money that may be on deposit for that action. This Agreement is full consideration for all claims of compensation and/or damage that may have arisen by any such eminent domain action and/or the Fort Ord Regional Trail and Greenway Project, a public use, for which the Property Interest are being purchased.

Property Owner and all of their agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release TAMC from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the Subject Property. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties. This section shall survive the Close of Escrow and the termination of this Agreement.

18. AUTHORITY; DUE EXECUTION; ENFORCEABILITY. Property Owner has the full right, power and authority to execute, deliver and perform all obligations of Property Owner under this Agreement and all other instruments delivered or to be delivered by Property Owner prior to the Close of Escrow, and the execution, performance and delivery of this Agreement and the instruments by Property Owner have been duly authorized by all requisite actions. The persons executing this Agreement and the instruments on behalf of Property Owner have been duly authorized to do so. This

Agreement and said instruments constitute valid and binding obligations of Property Owner, enforceable in accordance with their respective terms.

19. NO CONFLICT. Property Owner's execution, delivery and performance of its obligations under this Agreement and any other documents will not constitute a default or a breach under any contract, agreement or order to which Property Owner is a party, by which Property Owner is bound, or which affects the Subject Property or any part thereof. Without limiting the generality of the foregoing, the sale of the Property Interest pursuant to this Agreement does not violate the terms of any partnership, limited liability company agreement, or other agreement to which Property Owner or any of the individuals comprising Property Owner is a party, nor is the consent of any third party required for the sale of the Property Interest pursuant to this Agreement.

20. BROKERS. The parties hereto warrant and represent to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each party agrees to defend, indemnify and hold harmless the other party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

21. CONTINGENCY. It is understood and agreed between the Parties that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the TAMC of this Agreement. The execution of this document and the delivery of same to Escrow Agent constitutes said acceptance and approval.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

23. SUCCESSORS. This Agreement shall inure to the benefit of and shall be binding on the Parties to this Agreement and their respective heirs, executors, administrators, assigns and successors.

24. ATTORNEYS' FEES. If litigation is commenced between the Parties concerning the interpretation or enforcement of this Agreement, the prevailing party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include, without limitation, a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or, the party determined to be the prevailing party by a court of law.

25. NOTICES. Notices and other deliveries pursuant to this Agreement may be delivered by private messenger service, overnight mail, hand service or facsimile. Any

notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by (or on the date receipt was refused by) the party; provided, however, that all notices and documents delivered by overnight service shall be deemed received the next business day after deposit with a reputable overnight courier or delivery service for overnight delivery.

The address of the Parties shall for all purposes be the following, unless otherwise changed by the party by notice to the other as provided in this paragraph:

TO: TAMC  
Attn: Executive Director  
55-B Plaza Circle  
Salinas, CA 93901

TO PROPERTY OWNER(S):  
Ng, Lom & Ng  
Attn: Linda Ng  
6 Alta Circle  
Del Rey Oaks, CA 93940

26. ENTIRE AGREEMENT. This Agreement, its exhibits, and the documents referenced herein contain the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions and understandings of the Parties. It shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest. Neither party relies upon any warranty or representation not contained in this Agreement.

27. SEVERABILITY. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

28. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

29. PARTIES NOT CO-VENTURERS. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

30. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of TAMC shall be personally liable to Property Owner or its successors in interest in the event of any default or breach by TAMC or for any amount which may become due to Property Owner or its successors in interest pursuant to this Agreement.

31. TIME OF THE ESSENCE. Time is of the essence for each condition, term, obligation and provision of this Agreement.

32. WAIVERS; MODIFICATION. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

33. PROVISIONS NOT MERGED WITH DEEDS. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Recreational Multi Use Trail Easement Deed, and neither the Recreational Multi Use Trail Easement Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing: (i) Property Owner's representations, warranties and covenants contained herein shall survive the Close of Escrow, (ii) all provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement, shall do so, and (iii) TAMC and Property Owner intend that the disclosures, indemnities, and releases provided in this Agreement will survive the termination of this Agreement, the Close of Escrow and the transfer of the Property to TAMC.

34. CAPTIONS; CONSTRUCTION. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

35. ACTION OR APPROVAL. Where action and/or approval by TAMC is required under this Agreement, TAMC's Executive Director may act on and/or approve such matter unless the TAMC Executive Director determines in his or her discretion that such action or approval requires referral to the TAMC Board of Directors for consideration.

36. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. TAMC and Property Owner agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the Monterey County (the "Property Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. TAMC and Property Owner each irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation, and waive any other venue to which such party might be entitled by virtue of domicile, habitual residence or otherwise. The provisions of this Section shall survive the Close of Escrow and the termination of this Agreement.



37. TIME FOR PERFORMANCE. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

38. ESCROW CANCELLATION CHARGES. If the escrow fails to close by reason of a default by TAMC or Property Owner hereunder, such defaulting party shall pay all escrow or other charges. If the escrow fails to close for any reason other than default by TAMC or Property Owner, then TAMC shall pay such charges.

39. FURTHER ASSURANCES. TAMC and Property Owner each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution of any additional documents which may be required to effectuate the transactions contemplated hereby.

40. TITLE VI. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

IN WITNESS WHEREOF, the TAMC, has authorized the execution of this Agreement by its TAMC Manager and attestation by its Clerk by Resolution No. \_\_\_\_\_, adopted by the TAMC Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the Property Owner have caused this Agreement to be duly executed.

**TRANSPORTATION AGENCY  
FOR MONTEREY COUNTY  
(TAMC):**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Todd Muck, Executive Director

**Approved As to Form:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
TAMC Attorney

**PROPERTY OWNER:  
Ng, Lom & Ng, a California Limited  
Partnership**

Dated: 2/15/2023

By: [Signature]

Title: Manager of  
LIT MANAGEMENT, CO, LLC  
GENERAL PARTNER

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "A-1"**  
**Legal Description**  
**Permanent Easement**

## LEGAL DESCRIPTION OF A TRAIL EASEMENT

Certain real property situate in the City of Del Rey Oaks, County of Monterey, State of California, described as follows:

Being a portion of Parcel I and Parcel II as described in the deed recorded August 18, 2006, as Document No. 2006073256 of the Official Records of said County, more particularly described as follows:

**Beginning** at the most easterly corner of that certain parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County; thence along the southwesterly right-of-way boundary of State Route 218,

- 1) North 44°09'50" East, 10.20 feet; thence
- 2) Southeasterly 185.12 feet along the arc of a non-tangent curve to the left having a radius of 3,040.00 feet (a radial bearing to the center point of said curve bears North 47°04'30" East), through a central angle of 03°29'20"; thence departing said right-of-way boundary
- 3) North 51°23'11" West, 53.79 feet; thence
- 4) South 44°22'58" West, 8.53 feet; thence
- 5) North 45°37'02" West, 11.68 feet; thence
- 6) North 43°13'29" East, 7.32 feet; thence
- 7) North 46°46'31" West, 63.00 feet; thence
- 8) North 44°51'38" West, 56.69 feet to the POINT OF BEGINNING.

Containing 1,302 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of North 44°09'50" East along the southeasterly boundary of said parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County, is the basis of bearings cited in this description.

### END OF DESCRIPTION

PREPARED BY:  
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 4065

12/06/2022  
DATE



**Exhibit "A-2"**  
**Legal Description**  
**Temporary Construction Easement**

**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT "TCE 1"**

Certain real property situate in the City of Del Rey Oaks, County of Monterey, State of California, described as follows:

Being a portion of Parcel I and Parcel II as described in the deed recorded August 18, 2006, as Document No. 2006073256 of the Official Records of said County, more particularly described as follows:

**Beginning** at the most easterly corner of that certain parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County; thence

- 1) South 44°51'38" East, 56.69 feet; thence
- 2) South 46°46'31" East, 63.00 feet; thence
- 3) South 43°13'29" West, 7.32 feet; thence
- 4) South 45°37'02" East, 11.68 feet; thence
- 5) North 44°22'58" East, 8.53 feet; thence
- 6) South 51°23'11" East, 53.79 feet to a point on the southwesterly right-of-way boundary of State Route 218; thence departing said right-of-way boundary
- 7) South 43°17'56" West, 20.07 feet; thence
- 8) North 51°23'11" West, 65.04 feet; thence
- 9) North 46°46'31" West, 63.98 feet; thence
- 10) North 44°51'35" West, 56.66 feet to a point on the southeasterly boundary of said parcel described in the deed recorded in Reel 288, Page 28 of the Official Records of said County; thence along said southeasterly boundary
- 11) North 44°09'50" East, 20.00 feet to the POINT OF BEGINNING.

Containing 3,617 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of North 44°09'50" East along the southeasterly boundary of said parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County, is the basis of bearings cited in this description.

**LEGAL DESCRIPTION**

Page 2 of 2

**END OF DESCRIPTION**

PREPARED BY:  
WHITSON ENGINEERS



12/06/2022

\_\_\_\_\_  
RICHARD P. WEBER P.L.S.

DATE

L.S. NO. 8002

Job No.: 4065



**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT "TCE 2"**

Certain real property situate in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of that certain parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County, more particularly described as follows:

**Beginning** at the most easterly corner of said parcel; thence along the northeasterly and northwesterly boundaries thereof (the following two courses)

- 1) North 44°49'52" West, 69.39 feet; thence
- 2) Westerly 34.24 feet along the arc of a tangent curve to the left having a radius of 25.00 feet, through a central angle of 78°27'57"; thence departing said northwesterly boundary
- 3) South 44°49'52" East, 94.24 feet to a point on the southeasterly boundary of said parcel; thence along said southeasterly boundary
- 4) North 44°09'50" East, 20.00 feet to the POINT OF BEGINNING.

Containing 1,758 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of North 44°09'50" East along the southeasterly boundary of said parcel described in the deed recorded February 21, 1964, in Reel 288, Page 28 of the Official Records of said County, is the basis of bearings cited in this description.

**END OF DESCRIPTION**

PREPARED BY:  
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 4065

11/09/2022  
DATE





**Exhibit "B-1"**  
**Plat Map**  
**Permanent Easement**

APN: 012-551-010

N44°09'50"E 10.20'

POINT OF BEGINNING  
MOST EASTERLY CORNER,  
REEL 288, O.R., PAGE 28

REEL 288, O.R.  
PAGE 28

CITY OF SEASIDE  
CITY OF DEL REY OAKS

N44°09'50"E  
BASIS OF BEARINGS

N44°51'58"W 56.69'

N47°04'30"E (RADIAL)

STATE ROUTE 218  
CANYON DEL REY BLVD

Δ=3°29'20" R=3040.00' L=185.12'  
N46°46'31"W 63.00'

N43°13'29"E 7.32'

DESCRIBED AREA:  
±1,302 SQ. FT.

N45°37'02"W 11.68'

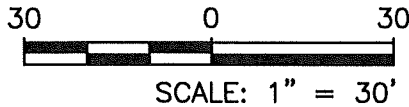
S44°22'58"W 8.53'

N51°23'11"W 53.79'

PARCEL I  
DOC# 2006073256

APN: 012-551-004

PARCEL II  
DOC#  
2006073256



THE BEARING OF NORTH 44°09'50" EAST ALONG THE  
SOUTHEASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN  
REEL 288, PAGE 28, OFFICIAL RECORDS OF MONTEREY  
COUNTY, IS THE BASIS OF BEARINGS SHOWN HEREON.

# PLAT TO ACCOMPANY DESCRIPTION TRAIL EASEMENT

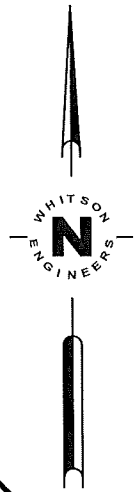
PARCEL I & II, DOCUMENT# 2006073256, O.R.  
CITY OF DEL REY OAKS, CALIFORNIA  
DECEMBER 6, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

T:\Monterey Projects\4065 - SR 218 SURVEY\LEGAL DESC\Easement Legal Plats-Safeway.dwg

**Exhibit "B-2"**  
**Plat Map**  
**Temporary Construction Easement**



APN: 012-551-010

POINT OF BEGINNING MOST EASTERLY CORNER, REEL 288, O.R., PAGE 28

N44°09'50"E 20.00'  
BASIS OF BEARINGS

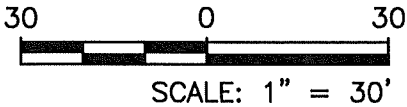
REEL 288, O.R.  
PAGE 28

CITY OF SEASIDE  
CITY OF DEL REY OAKS

STATE ROUTE 218  
CANYON DEL REY BLVD

DESCRIBED AREA:  
±3,617 SQ. FT.

PARCEL I  
DOC# 2006073256



APN: 012-551-004

PARCEL II  
DOC# 2006073256

THE BEARING OF NORTH 44°09'50" EAST ALONG THE SOUTHEASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN REEL 288, PAGE 28, OFFICIAL RECORDS OF MONTEREY COUNTY, IS THE BASIS OF BEARINGS SHOWN HEREON.

**PLAT TO ACCOMPANY DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT "TCE 1"**  
PARCEL I & II, DOCUMENT# 2006073256, O.R.  
CITY OF DEL REY OAKS, CALIFORNIA  
DECEMBER 6, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

FREMONT BLVD  
(A CITY STREET)

STATE ROUTE 218  
CANYON DEL REY BLVD

$\Delta=78^{\circ}27'57''$   
 $R=25.00'$   
 $L=34.24'$

DESCRIBED AREA:  
 $\pm 1,758$  SQ. FT.

$S44^{\circ}49'52''E$  94.24'  
 $N44^{\circ}49'52''W$  69.39'

$N44^{\circ}09'50''E$   
20.00'

REEL 288, O.R.  
PAGE 28  
APN: 012-551-010

BASIS OF BEARINGS

POINT OF BEGINNING  
MOST EASTERLY CORNER,  
REEL 288, O.R. PAGE 28

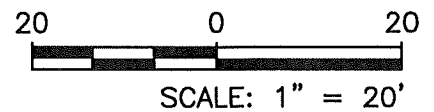
CITY OF SEASIDE  
CITY OF DEL REY OAKS

PARCEL I  
DOC# 2006073256

APN: 012-551-004



THE BEARING OF NORTH  $44^{\circ}09'50''$  EAST ALONG THE SOUTHEASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN REEL 288, PAGE 28, OFFICIAL RECORDS OF MONTEREY COUNTY, IS THE BASIS OF BEARINGS SHOWN HEREON.



# PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT "TCE 2"

REEL 288, O.R., PAGE 28  
CITY OF SEASIDE, CALIFORNIA  
NOVEMBER 9, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

**Exhibit "C"**  
**Special Provisions**

It is mutually agreed and understood that the following item is to be installed at the TAMC's sole cost and expense:

1. The TCE area will be re-striped as necessary at the conclusion of construction. The parking area will continue to have 24 foot-minimum drive isles and the same number of parking spaces.
2. Curbing will be realigned as needed.
3. The property's easternmost access will remain open during construction (1/2 constructed at a time) and the driveway will be conformed to the roadway. 4. The fire hydrant located near the easternmost access will be relocated a few feet back within the easement acquisition area



## Memorandum

**To:** Board of Directors  
**From:** Michael Zeller, Director of Programming & Project Delivery  
**Meeting Date:** March 22, 2023  
**Subject:** Fort Ord Regional Trail and Greenway - Utility Agreements

### **RECOMMENDED ACTION:**

**AUTHORIZE** the Executive Director to enter into Utility Agreements with Pacific Gas & Electric and Seaside County Sanitation District, pending legal counsel approval, for the relocation of utilities prior to the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project.

### **SUMMARY:**

The Utility Agreements outline the utility relocation work to be completed by the utilities as a result of the construction of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway (FORTAG) project.

### **FINANCIAL IMPACT:**

The Canyon Del Rey/SR 218 Segment is projected to cost \$13.4 million and is fully funded with a \$10.3 million Active Transportation Program grant, \$600,000 in State Local Partnership Program funds, and \$2.3 million of Measure X.

### **DISCUSSION:**

Construction of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway will require the relocation of utilities owned by Pacific Gas & Electric and the Seaside County Sanitation District. To outline the work to be completed and the roles and responsibilities for completing the relocation work, the Agency will need to enter into utility agreements with the utility companies. Below is a summary of the relocation work to be completed:

#### Seaside County Sanitation District:

- Relocate 12-inch sanitary sewer at the proposed pedestrian undercrossing bridge on State Route 218;
- Adjust one manhole cover to grade on Plumas Avenue;
- Adjust one flushing inlet cover to grade on Carlton Drive; and
- Reconstruct one manhole cone on Plumas Avenue.

#### Pacific Gas & Electric - Electric Transmission:

- Relocate one Electric Transmission Anchor that is located within the highway right-of-way; and
- Relocate one Electric Transmission Anchor that is located outside the highway right-of-way.

#### Pacific Gas & Electric - Electric Distribution:

- Reset one Electric Distribution Box located within State Route 218 near Fremont Boulevard in Seaside;
- Relocate one Electric Distribution Anchor located within State Route 218 near Fremont Boulevard in Seaside; and
- Relocate one Electric Distribution Guy Stub Pole and Anchor located within the PG&E-owned parcel adjacent to

Plumas Avenue in Seaside.

The Canyon Del Rey segment of FORTAG has a deadline of June 30, 2023 to request an allocation of construction funds from the California Transportation Commission. Along with the right of way certification and cooperative agreement with Caltrans, the utility agreements are a required component for the project to be considered "ready to list" and receive funding.

**ATTACHMENTS:**

- ▣ DRAFT Utility Agreement - Seaside County Sanitation District
- ▣ DRAFT Utility Agreement - PG&E Electric Transmission
- ▣ DRAFT Utility Agreement - PG&E Electric Distribution



**UTILITY AGREEMENT**

<b>County</b>	<b>Route</b>	<b>P.M.</b>	<b>Project #</b>
Mon	218	0.0 / 0.9	EA 051M570
<b>Fed. Aid. No.</b> LPPSB1L-6143(075)			
<b>Owner's File</b> TAMC/GHD Project No. 11220281			
<b>FEDERAL PARTICIPATION:</b> <b>On the Project : Yes</b> <b>On the Utilities: Yes</b>			

**UTILITY AGREEMENT NO. 05-UT-150**

The Transportation Agency for Monterey County, hereinafter called "LOCAL AGENCY" proposes to construct a 1.5-mile pedestrian and bicycle trail connection for the southern loop of the proposed 32-mile Fort Ord Regional Trail and Greenway (FORTAG) in Monterey County including an undercrossing bridge, on State Route 218 and various local streets in the cities of Del Rey Oaks and Seaside, Monterey County, California.

And: Seaside County Sanitation District

hereinafter called "OWNER," owns and maintains **Sanitary Sewer** facilities; within the limits of LOCAL AGENCY’s project that requires relocation of said facilities to accommodate LOCAL AGENCY’s project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

I-2. Work Performed by Local Agency's Contractor per Local Agency's Plans:

In accordance with Notice to Owner No. 150 dated 3/20/2023, LOCAL AGENCY shall relocate OWNER's 12-inch sanitary sewer at the proposed pedestrian undercrossing bridge on State Route 218; adjust one manhole cover to grade on Plumas Avenue; adjust one flushing inlet cover to grade on Carlton Drive; and reconstruct one manhole cone on Plumas Avenue as shown on LOCAL AGENCY's contract plans for the improvement of route 218 and city streets within the cities of Seaside and Del Rey Oaks, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion

of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities, and relinquishes to LOCAL AGENCY ownership of the replaced facilities except in the case of liability determined pursuant to Water Code 7034 or 7035.

## II. LIABILITY FOR WORK

### II-3. Local Agency's Expense - Superior Rights:

Existing facilities are located in their present position pursuant to rights superior to those of the LOCAL AGENCY and will be relocated at LOCAL AGENCY's expense.

## III. PERFORMANCE OF WORK

### III-3. Local Agency's Contractor Performs All or Portion of Work:

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

## IV. PAYMENT FOR WORK

### IV-2. Owner Does Not Operate Under PUC, FERC or FCC Rules:

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for the salvage value of any material or parts salvaged and retained or sold by OWNER.

### IV-3. For All Owners - Progress/Final Bills: (has been made as part of the mandatory language of the agreement)

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180/360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the LOCAL AGENCY processes a final bill for payment more than 360 days after notification of completion of

OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

## V. GENERAL CONDITIONS

### V-1. Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:

All costs accrued by OWNER as a result of LOCAL AGENCY's request of XX to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

### V-2. For All Owners - Notice of Completion:

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

### V-5. Local Agency to Provide New Rights of Way Over Private Lands:

LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. OWNER shall reimburse the LOCAL AGENCY all costs for the easement.

V-8b. Federal Aid Clause - No Master Contract and NEPA document on project:

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

V-14a. Acknowledgments:

If, in connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

V-14b. Acknowledgments:

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**LOCAL AGENCY**

**OWNER**

By: \_\_\_\_\_  
(Name)  
(Title)

By: \_\_\_\_\_  
(Name)  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:** 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File

**UTILITY AGREEMENT**

<b>County</b>	<b>Route</b>	<b>P.M.</b>	<b>Project #</b>
Mon	218	0.0 / 0.9	EA 051M570
<b>Fed. Aid. No.</b> LPPSB1L-6143(075)			
<b>Owner's File</b> TAMC/GHD Project No. 11220281			
<b>FEDERAL PARTICIPATION:</b> <b>On the Project : Yes</b> <b>On the Utilities: Yes</b>			

**UTILITY AGREEMENT NO. 05-UT-057ET**

The Transportation Agency for Monterey County, hereinafter called "LOCAL AGENCY" proposes to construct a 1.5-mile pedestrian and bicycle trail connection for the southern loop of the proposed 32-mile Fort Ord Regional Trail and Greenway (FORTAG) in Monterey County including an undercrossing bridge, on State Route 218 and various local streets in the cities of Del Rey Oaks and Seaside, Monterey County, California.

And: Pacific Gas & Electric

hereinafter called "OWNER," owns and maintains **Electric Transmission** facilities; within the limits of LOCAL AGENCY’s project that requires relocation of said facilities to accommodate LOCAL AGENCY’s project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

I-1. Work Performed by Owner per Owner's Plan:

In accordance with Notice to Owner No. 057ET dated 03/03/2023, OWNER shall:

- 1) Relocate one Electric Transmission Anchor that is located within the highway right-of-way; and
- 2) Relocate one Electric Transmission Anchor that is located outside the highway right-of-way.

All work shall be performed substantially in accordance with OWNER's Plan No. U-101 to U-107 dated 2/28/2023, consisting of 7 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 55-B Plaza Circle, Salinas, CA 93901-2902. Deviations from the OWNER’s plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to / acknowledged by the OWNER, will constitute an approved revision of the OWNER’s plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

II-10. Prorated Expense - No Master Contract:

The existing facilities described in Section I above will be relocated at 50% LOCAL AGENCY's expense and 50% OWNER's expense in accordance with the following proration:

The Electric Transmission Anchor installed and maintained within the highway pursuant to Franchise will be relocated at OWNER's expense.

The Electric Transmission Anchor installed and maintained on private property required for highway purposes and will be relocated at LOCAL AGENCY's expense.

Expected cost to LOCAL AGENCY is: \$ XXXXXX.

III. PERFORMANCE OF WORK

III-1. Owner's Forces or Continuing Contractor Performs Work:

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

III-6. Travel Expenses Per Diem:

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

III-7. Prevailing Wages Requirements for Contracted Work:

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but, work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

IV-1. Owner Operates Under PUC, FERC or FCC Rules:

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for the accrued depreciation of the replaced facilities and for the salvage value of any material

or parts salvaged and retained or sold by OWNER.

IV-3. For All Owners - Progress/Final Bills:

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180/360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the LOCAL AGENCY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS

V-1. Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:

All costs accrued by OWNER as a result of LOCAL AGENCY's request of XX to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

V-2. For All Owners - Notice of Completion:

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

V-5. Local Agency to Provide New Rights of Way Over Private Lands:

LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. OWNER shall reimburse the LOCAL AGENCY all costs for the easement.

V-8b. Federal Aid Clause - No Master Contract and NEPA document on project:

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

V-11a. Utility Owner Self Certification Method:

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

V-14a. Acknowledgments:

If, in connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and



agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

V-14b. Acknowledgments:

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, “Guidance”) issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER’s actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**LOCAL AGENCY**

**OWNER**

By: \_\_\_\_\_  
(Name)  
(Title)

By: \_\_\_\_\_  
(Name)  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:** 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File

**UTILITY AGREEMENT**

<b>County</b>	<b>Route</b>	<b>P.M.</b>	<b>Project #</b>
Mon	218	0.0 / 0.9	EA 051M570
<b>Fed. Aid. No.</b> LPPSB1L-6143(075)			
<b>Owner's File</b> TAMC/GHD Project No. 11220281			
<b>FEDERAL PARTICIPATION:</b> <b>On the Project : Yes</b> <b>On the Utilities: Yes</b>			

**UTILITY AGREEMENT NO. 05-UT-057ED**

The Transportation Agency for Monterey County, hereinafter called "LOCAL AGENCY" proposes to construct a 1.5-mile pedestrian and bicycle trail connection for the southern loop of the proposed 32-mile Fort Ord Regional Trail and Greenway (FORTAG) in Monterey County including an undercrossing bridge, on State Route 218 and various local streets in the cities of Del Rey Oaks and Seaside, Monterey County, California.

And: Pacific Gas & Electric

hereinafter called "OWNER," owns and maintains **Electric Distribution** facilities; within the limits of LOCAL AGENCY’s project that requires relocation of said facilities to accommodate LOCAL AGENCY’s project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

I-1. Work Performed by Owner per Owner's Plan:

In accordance with Notice to Owner No. 057ED dated 03/03/2023, OWNER shall:

- 1) Reset one Electric Distribution Box located within State Route 218 near Fremont Boulevard in Seaside;
- 2) Relocate one Electric Distribution Anchor located within State Route 218 near Fremont Boulevard in Seaside; and
- 3) Relocate one Electric Distribution Guy Stub Pole and Anchor located within the PG&E-owned parcel adjacent to Plumas Avenue in Seaside.

All work shall be performed substantially in accordance with OWNER's Plan No. U-101 to U-107 dated 2/28/2023, consisting of 7 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 55-B Plaza Circle, Salinas, CA 93901-2902. Deviations from the OWNER’s plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to / acknowledged by the OWNER, will constitute an approved revision of the OWNER’s plan described above and are hereby made a part hereof. No work under said deviation shall commence

prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

## II. LIABILITY FOR WORK

### II-10. Prorated Expense - No Master Contract:

The existing facilities described in Section I above will be relocated at 33% LOCAL AGENCY's expense and 67% OWNER's expense in accordance with the following proration:

The Electric Distribution Box is installed and maintained within the highway pursuant to Franchise and will be adjusted to grade at OWNER's expense.

The Electric Distribution Anchor is installed and maintained within the highway pursuant to Franchise and will be relocated at OWNER's expense.

The Electric Distribution Guy Stub Pole and Anchor shown on Plan No. U-107 are installed and maintained on private property required for highway purposes and will be relocated at LOCAL AGENCY's expense.

Expected cost to LOCAL AGENCY is: \$ XXXXXX.

## III. PERFORMANCE OF WORK

### III-1. Owner's Forces or Continuing Contractor Performs Work:

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

### III-6. Travel Expenses Per Diem:

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

### III-7. Prevailing Wages Requirements for Contracted Work:

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but, work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

## IV. PAYMENT FOR WORK

### IV-1. Owner Operates Under PUC, FERC or FCC Rules:

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's

organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

#### IV-3. For All Owners - Progress/Final Bills:

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180/360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the LOCAL AGENCY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws,

regulations, and ordinances, then LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

## V. GENERAL CONDITIONS

### V-1. Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:

All costs accrued by OWNER as a result of LOCAL AGENCY's request of XX to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

### V-2. For All Owners - Notice of Completion:

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

### V-5. Local Agency to Provide New Rights of Way Over Private Lands:

LOCAL AGENCY will acquire new rights of way in the name of either the LOCAL AGENCY or OWNER through negotiation or condemnation and when acquired in LOCAL AGENCY's name, shall convey same to OWNER by Easement Deed. LOCAL AGENCY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. OWNER shall reimburse the LOCAL AGENCY all costs for the easement.

### V-8b. Federal Aid Clause - No Master Contract and NEPA document on project:

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

### V-11a. Utility Owner Self Certification Method:

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include

products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department’s guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

V-14a. Acknowledgments:

If, in connection with OWNER’s performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

V-14b. Acknowledgments:

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, “Guidance”) issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER’s actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**LOCAL AGENCY**

**OWNER**

By:  
*Todd Muck*  
*Executive Director*

By:  
*(Name)*  
*(Title)*

Date:

Date:

**Distribution:** 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File



## **Memorandum**

**To:** Board of Directors  
**From:** Michael Zeller, Director of Programming & Project Delivery  
**Meeting Date:** March 22, 2023  
**Subject:** Fort Ord Regional Trail and Greenway - Cooperative Agreement with Caltrans

### **RECOMMENDED ACTION:**

**AUTHORIZE** the Executive Director to enter into a Cooperative Agreement with Caltrans, pending legal counsel approval, for the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway project.

### **SUMMARY:**

Caltrans requires a Cooperative Agreement with the Transportation Agency to complete the construction phase of the Canyon Del Rey segment of the Fort Ord Regional Trail and Greenway (FORTAG) project. The Cooperative Agreement outlines the duties of Caltrans and of TAMC in order to complete construction.

### **FINANCIAL IMPACT:**

The Canyon Del Rey/SR 218 Segment is projected to cost \$13.4 million and is fully funded with a \$10.3 million Active Transportation Program grant, \$600,000 in State Local Partnership Program funds, and \$2.3 million of Measure X.

### **DISCUSSION:**

Construction review by Caltrans is required for the Canyon Del Rey / State Route 218 segment of the Fort Ord Regional Trail and Greenway project under the terms of the Active Transportation Program grant. The Cooperative Agreement outlines the duties of Caltrans and TAMC in order to complete the construction phase for this segment of the Fort Ord Regional Trail and Greenway project. The areas of the project that fall within Caltrans right-of-way include the improvements to the intersection at Fremont Boulevard and Canyon Del Rey and the undercrossing of State Route 218 at the Frog Pond Wetland Preserve.

Successful implementation of the proposed Cooperative Agreement will allow TAMC to stay on schedule with the project development, with a construction contract expected to be awarded in August 2023. The Canyon Del Rey segment of FORTAG has a deadline of June 30, 2023 to request an allocation of construction funds from the California Transportation Commission. Along with the right of way certification and utility agreements, the cooperative agreement with Caltrans is a required component for the project to be considered "ready to list" and receive funding.

The draft cooperative agreement is currently being developed by Caltrans and will follow a similar template to the agreements that the Agency has executed on other projects, such as the State Route 156 / Castroville Boulevard interchange, the Scenic State Route 68 Corridor, and the US 101 Acceleration Lane project. Due to the compressed timeline to get the project ready for its construction allocation, and considering that Caltrans is still in the process of preparing the cooperative agreement, staff is requesting Board authorization for the Executive Director to execute the

cooperative agreement once ready after legal counsel has reviewed and approved.





**Memorandum**

**To:** Board of Directors  
**From:** Janneke Strause, Transportation Planner  
**Meeting Date:** March 22, 2023  
**Subject:** Fort Ord Regional Trail and Greenway - California Avenue Segment Design and Right-of-Way Request for Proposals

**RECOMMENDED ACTION:**

**Fort Ord Regional Trail and Greenway - California Avenue Segment**

1. **APPROVE** the scope of work for a Request for Proposals for professional services to prepare design and right-of-way for the 1.8-mile California Avenue Segment of the Fort Ord Regional Trail and Greenway project, subject to agency counsel approval;
2. **AUTHORIZE** staff to publish the Request of Proposals and return to the Board with a recommendation for approval of a consultant, including the final scope of work; and
3. **APPROVE** the use of \$528,000 in State Active Transportation Program funds and \$800,000 in regional Measure X funds for a total amount not to exceed \$1,328,000.

**SUMMARY:**

The proposed scope of work includes surveying, engineering design, structural design, right-of-way, utility relocation, project report, bidding support, grant assistance, and public outreach workshops for the California Avenue segment of the Fort Ord Regional Trail and Greenway stretching 1.8 miles along California Avenue in Marina.

**FINANCIAL IMPACT:**

FORTAG is included in the Measure X expenditure plan, with \$20 million designated to the project. Funding to cover the California Avenue segment design and right-of-way for this request for proposals comes from the following sources:

**Design & Right of Way**

State Active Transportation Program	\$ 528,000
Measure X	<u>\$ 800,000</u>
<b>Design total</b>	<b>\$1,328,000</b>

**Construction**

State Active Transportation Program	\$6,921,000
Measure X	<u>\$1,200,000</u>
<b>Construction total</b>	<b>\$8,121,000</b>

**DISCUSSION:**

The vision for the Fort Ord Regional Trail & Greenway (FORTAG) is to create a multimodal route designed to accommodate people of all ages and abilities that connects communities in and around the former Fort Ord to each

other and to education, employment, community and recreation centers. This new, paved regional active transportation route will serve as a safe pedestrian and bicycle corridor connecting the cities of Seaside, Marina, Del Rey Oaks, Monterey and unincorporated community residents to California State University Monterey Bay, the Fort Ord National Monument and the Monterey Bay Sanctuary Scenic Trail. The design concept is a 28-mile continuous paved bicycle and pedestrian trail with an open-space buffer on both sides. The trail will connect to the existing Monterey Bay Sanctuary Scenic Trail in several location, for a total 31.7 mile long regional trail in the Monterey Peninsula that will connect with the existing and planned active transportation network, and will provide connections to unpaved trails in the Fort Ord National Monument.

The Transportation Agency received a State Active Transportation Program Cycle 6 grant to fund another portion of the CSUMB Loop North Segment, which closes the gap on California Avenue between the City of Marina and CSUMB and connects to FORTAG Segment 2 (Imjin Road to Jerry Smith Trailhead). The proposed project is a 1.8-mile shared use path that will be 12-foot wide and accommodate bicyclists, pedestrians, runners, scooters, or other shared mobility devices. The project is a gap closure that will vastly improve a current route and remove barriers to mobility. The project will close a gap in the existing regional network between the City of Marina and CSUMB to the north and south, and Fort Ord Trail network and the Monterey Bay Coastal Trail to the east and west. Currently, there is a Class II bikeway on California Avenue, but due to the high speed (40 mph), the bike facility is not adequate for all ages and abilities. California Avenue as it is today, is itself a barrier for City of Marina residents, families, and students to be connected to the existing regional network, healthy food options, higher education, and open spaces. The project will fill this gap and will provide an all ages and abilities connection between the City of Marina, CSUMB, future development, the Fort Ord Trail system, and the Monterey Bay Coastal Trail via Class I bikeways.

TAMC staff will assemble a committee to review proposals and interview the most qualified candidates. The most qualified consultant or consultant team will be invited to negotiate a final scope of work and fee schedule. Upon completion of negotiations, the consultant or consultant team will be recommended to the TAMC Board of Directors for final selection and contract approval, pending review and approval of the contract by Agency Counsel, Caltrans Audits and Investigations, and Caltrans Local Assistance.

The proposed schedule for this Request for Proposals is as follows:

March 22, 2023	Distribute Request for Proposals (RFP)
April 10, 2023	Deadline for questions, requests for clarification or exceptions
<b>April 24, 2023</b>	<b>Proposals due via email</b>
April 25 - May 5, 2023	Review and rank proposals
May 15 - 19, 2023	Interviews with top-ranked firms (if necessary)
May 22, 2023	Select top ranked consultant, negotiate contract
June 28, 2023	Present consultant contract to TAMC Board for approval

**ATTACHMENTS:**

- FORTAG California Ave - Final Design RFP Scope of Work

**ATTACHMENT A**  
**SCOPE OF WORK****Fort Ord Regional Trail and Greenway (FORTAG)**  
**California Avenue Segment**  
**Design and Right-of-Way****PROJECT BACKGROUND**

The Fort Ord Regional Trail and Greenway (FORTAG) is a proposed 28-mile, 12-ft wide paved regional bicycle and pedestrian trail through parks and open spaces connecting the cities of Seaside, Marina, Del Rey Oaks, Monterey, and unincorporated community residents to California State University Monterey Bay (CSUMB), the Fort Ord National Monument and the Monterey Bay Sanctuary Scenic Trail. FORTAG has several distinct segments with full independent utility, allowing the Transportation Agency for Monterey County (TAMC) to fund and construct the entire trail over time.

FORTAG is a grassroots project that has achieved several planning and funding milestones. FORTAG is included in the Measure X Expenditure Plan, with \$20 million allocated to the project over time. This local funding commitment demonstrates broad support for FORTAG from individuals, community organizations and agencies. FORTAG is supported by environmental and active transportation groups such as the Monterey Off-road Cycling Association, Citizens for Sustainable Marina & Seaside, and the Sierra Club; commerce and tourism groups including the Monterey Chamber of Commerce Economic Vitality Committee and the Monterey County Visitor's Bureau; regional government agencies such as the Fort Ord Reuse Authority; recreation interests such as California State Parks, the Monterey Peninsula Regional Parks District and the Audubon Society; and educational institutions such as California State University Monterey Bay and Monterey Peninsula Community College and many more.

This Request for Proposals seeks qualified consultants or consultant teams to perform public outreach, land surveying, engineering design, right-of-way, and construction support services for a 1.8-mile segment of the CSUMB Loop North Segment, also known as the California Avenue Segment of FORTAG in the City of Marina ("the Project" for purposes of this RFP). The Project begins on California Avenue at the intersection with Carmel Avenue and runs southwest along California Avenue, crossing Imjin Parkway then continuing along 5<sup>th</sup> Avenue to 8<sup>th</sup> Street. At this point, it heads northeast through open space where it will cross Imjin Road via a new pedestrian and bicycle overcrossing to a connection point with the FORTAG Segment 2 trail.

Along California Avenue, from Carmel Avenue to Patton Parkway, the Project follows existing sidewalks. At Patton Parkway, the Project becomes a 12' wide bicycle and pedestrian path along the northwest side of California Avenue. At Imjin Parkway, a protected intersection is proposed as part of the project. On the south side of Imjin Parkway, the Project's bicycle and pedestrian path switches to the southeast side of California Avenue where it continues south along 5<sup>th</sup> Avenue to 8<sup>th</sup> Street, then veers away from existing roads and heads northeast through open space then crosses Imjin Road via a new bicycle and pedestrian overcrossing. The Project terminates on the east side of Imjin Road where it will connect to the planned Segment 2 of FORTAG.

## **GOALS**

On March 25, 2020, the Transportation Agency for Monterey County certified the Final Environmental Impact Report and approved a Master Agreement for the entire FORTAG project. The cities of Marina, Seaside, Del Rey Oaks, and Monterey, the County of Monterey, and the Monterey Peninsula Regional Park District have also entered into that Master Agreement with TAMC as the lead agency for design and construction of the majority of FORTAG trail segments. The California State University Monterey Bay has entered into a separate Master Agreement with the Transportation Agency. The FORTAG trail alignment runs through parks and open space that the community highly values. For this reason, the design process shall be cooperative and interactive with stakeholders. Strong community outreach and participation will be a critical component to make the FORTAG project more competitive for state, federal and private matching grant funds, and to fulfill TAMC's commitment to Stakeholder Jurisdictions.

The goals of this scope of professional services are to perform community and stakeholder engagement, grant application support, land surveying, engineering design, right-of-way, utility relocation, bidding support and design support during construction. The design, final alignment, and right-of-way shall be reviewed and approved by TAMC and the City of Marina.

## **SCHEDULE**

The Consultant shall develop a schedule with the following deadlines:

September 2023	Begin Design
December 2024	Right-of Way Certification
May 2025	Construction Award
October 2026	Construction Completion

## STAKEHOLDER JURISDICTIONS

This is a multijurisdictional project. The following “Stakeholder Jurisdictions” shall be closely involved in the development of the Project’s design and are included in the design approval:

- TAMC
- City of Marina

## SCOPE OF WORK

The scope of work for this Project is organized into five main parts intended to accomplish the Project goals:

- Project Management
- Land Surveying
- Engineering Design (PS&E)
- Right-of-way and Utility Relocations
- Public Outreach and Grant Support
- Bid Support and Design Support During Construction

The consultant may propose a reorganization or consolidation of these tasks as well as any additional tasks needed to meet project goals. However, all required tasks and any optional tasks must be included in the proposal.

### **Task 1: Project Management**

#### Task 1.1 Project Management:

Consultant shall serve as overall Project Manager during the entire duration of the Project for the preparation of environmental approvals, Plans, Specifications and Estimates (PS&E), Bid Phase Support, Construction Support and a post construction traffic study for the Project. The general project management responsibilities include:

- Prepare and update master project schedule,
- Coordinate progress meetings,
- Provide coordination with other agencies,
- Manage subconsultants,
- Oversee all the project components listed in this Scope of Work,

- Effectively manage budget and schedule,
- Ensure Quality Assurance and Quality Control Measures are completed,
- Prepare invoices at the end of each month of previous month's work.

#### Task 1.2 Progress Meetings:

Consultant shall provide meeting coordination and oversight. At the outset of this Project, an initiation meeting shall be scheduled to establish the project team, review the scope of work and project schedule and establish roles and lines of communications. For estimating purposes, Consultant shall include twenty-four (24) meetings at the TAMC offices (appropriate subconsultants in attendance and by teleconference where possible to save cost). In addition to the face-to-face meetings, teleconferences and video-based meetings shall be conducted, as necessary. Consultant shall prepare agendas and meeting minutes highlighting decisions made and action items.

#### Task 1.3 Review of Existing Documents and Environmental Impact Report:

Consultant shall review the goals and objectives of the Fort Ord Regional Trail & Greenway project, as described in TAMC's Measure X Transportation Plan Policies and Project Descriptions (<https://www.tamcmonterey.org/background> ). Other sources include, but are not limited to: TAMC FORTAG project page (<https://www.tamcmonterey.org/fort-ord-regional-trail-greenway> ); FORTAG proponents' website (<http://www.fortag.org/> ). Consultant shall also review the FORTAG Master Agreements provided by TAMC to understand the importance of outreach and consensus building in achieving final design and alignment.

The following environmental review has been completed for this Project:

- TAMC approved the Final Environmental Impact Report on March 25, 2020 (Cooperative Agreement No. 05-0348). The report and appendices are available on the TAMC FORTAG project page noted above.
- CALTRANS approved the Categorical Exclusion on April 8, 2020 (Cooperative Agreement No. 05-0348).
- TAMC completed the Project Initiation Document on June 23, 2022.

#### Task 1.4 Field Review FORTAG alignment:

The consultant shall review the proposed FORTAG route alignment map and alternative segments and be prepared to go out into the field to walk the FORTAG Segment alignment. TAMC staff shall facilitate the field walk. City staff and other parties as determined by TAMC shall be invited to participate.

### Task 1.5 Implement EIR Mitigation Measures:

Design Submittal Review and Response to Comments shall utilize the Plans, Specifications and Estimates (PS&E) / Ready to List (RTL) Review Tool developed by Caltrans to review the 30%, 60%, 90%, and 100% design submittals to ensure all applicable measures from the EIR are included in the design documents. These measures include, but are not limited to, preconstruction surveys for sensitive species, nesting bird protection, environmental sensitive area fencing and protection of retained trees from construction disturbance. In addition, Subconsultant's Qualified SWPPP Developer/Practitioner (QSD/QSP) shall ensure design documents, such as Water Pollution Control Plans and the Storm Water Data Report, are consistent with the SWPPP. This shall include reviews of all relevant design components, such as Erosion and Sediment Control BMPs.

### Task 1.6 Agreements and Permits:

Consultant shall confer with State, Federal and local agencies, as appropriate, to determine the permits and permitting requirements required for the Project. Consultant shall assist in the preparation and submittal of all permits, including but not limited to the following permits and agreements:

- Maintenance Agreements - Prepare maps and/or exhibits showing areas of maintenance responsibility, review draft maintenance agreements and provide review comments.
- City of Marina Encroachment Permit - Prepare for TAMC review and submit application.
- University of California, Santa Cruz Encroachment Permit - Prepare application for TAMC signature.
- CSUMB Encroachment Permits – Prepare application for TAMC review and submit application.
- California Fish & Wildlife Permit.
- Regional Water Quality Control Board Permit.

## **Task 2: Land Surveying**

### Task 2.1 Review Available Survey Data:

The consultant shall obtain and review available data and identify any additional information necessary to complete the PS&E and right-of-way needs of the Project. The consultant shall provide additional topographical survey information including at minimum: topographic base maps, utility information, right-of-way information delineating parcels, topographical survey map data. The consultant shall provide written and graphic materials that describe the Project. The following information should be included in this assessment and surveys task:

- Property needs for accommodating the trail by jurisdiction.
- Survey needed to design overcrossing, retaining walls, ADA ramps and conforms.
- Improvements at intersections.
- Constraints analysis.
- Existing utility mapping.
- Survey of existing property ownership and status of ownership and status of ownership including fee title, easements, conditions of developments, etc.

Deliverables: Memorandum detailing the field assessments and surveys, including pictures and maps. Native JPG image files, GIS and AutoCAD files, Base Plans, PDF files, word files and excel files shall be submitted to TAMC.

### **Task 3: Engineering Design (PS&E)**

Consultant shall perform all work in accordance with Federal and State of California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and Caltrans standards.

#### Task 3.1 Plans, Specifications and Cost Estimate (PS&E):

The consultant shall prepare engineering design for the Project. Designs shall consider opportunities for innovative design and project area constraints. The Consultant shall refer to the project description and FORTAG Alignment Plans for specific project improvements to be designed. FORTAG Alignment Plans CAD files shall be used as the base for this work and will be made available to consultant. The consultant shall provide final design services, including complete PS&E (plans, specifications, and estimate) deliverables at 30%, 60%, 90%, and 100% design milestones.

The construction documents included in this task include:

- Construction Plans.
- Construction General Permit (CGP) documentation including a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) filing documents.
- Project Specifications and Special Provisions, including Federal requirements.
- Quantity Calculations.
- Engineer's Opinion of Probable Cost.



The Consultant shall write a complete set of technical specifications based on the latest Caltrans Standard Specifications. The Consultant shall develop a complete set of special provisions that adhere to and include all federal requirements. The following plan sheets are anticipated, but not limited to:

1. Title Sheet and Sheet Index
2. Key Map, Abbreviations and General Notes
3. Horizontal and Vertical Control
4. Typical Cross Sections
5. Layout Plans and Profiles
6. Construction Details
7. Temporary Water Pollution Control Plans
8. Erosion Control and Habitat Protection
9. Grading Plans
10. Drainage Plan, Profiles, Details (Including Minor Structures) and Quantities
11. Utility Facilities, including Relocations
12. Construction Area Signs
13. Stage Construction, Traffic Handling and Detour Construction Plans, Details and Quantities
14. Pavement Delineation Plans, Details and Quantities
15. Sign Plans, Details and Quantities
16. Retaining Wall Plans, Profiles, Details and Quantities
17. Traffic Signal Modification (California Avenue / Imjin Parkway)
18. Electrical Plans (Street, Trail, Intersection and Overcrossing Lighting, Irrigation Controls)
19. Temporary Traffic Control, including bicycles and pedestrians
20. Landscaping, Irrigation and Habitat Restoration Plans, Details and Quantities
21. Overcrossing Structure Plans, Profiles, Details and Quantities

**Task 3.1.1 30% PS&E:**

The Consultant shall prepare a 30% design that incorporates the approved plan and profile trail alignment on a topographic base plan with horizontal and vertical control, locations of walls and structures, existing utilities, right-of-way and property lines, and other significant features. Consultant shall provide TAMC and all Stakeholder Jurisdictions with a set of draft 30% project plans and cost estimates for review and comment.

Task 3.1.2 60% PS&E:

The Consultant shall prepare a 60% design that reflects the 30% plan set and stakeholder comments. Consultant shall provide TAMC and all Stakeholder Jurisdictions with a set of draft 60% project plans, specifications and cost estimate for review and comment. The 60% PS&E shall address issues such as materials specification, testing requirements, bid item list, and bid item measurement and payment.

Task 3.1.3 90% PS&E:

The Consultant shall prepare a 90% design that reflects the 60% plan set and the stakeholder jurisdiction comments. Consultant shall provide TAMC and all Stakeholder Jurisdictions with a set of draft 90% project plans, specifications and cost estimate for final review and comment.

Task 3.1.4 100% PS&E:

The Consultant shall prepare a 100% design that reflects the 90% plan set and the comments from TAMC and Stakeholder Jurisdictions based on that plan set. Consultant shall provide TAMC and Stakeholder Jurisdictions with a set of revised project specifications and cost estimate. Final Plans and specifications shall be signed and sealed by a California Registered Professional Engineer.

Task 3.2 Analysis and Reports:

This task includes preparation of technical reports to support the Project design.

Task 3.2.1 Geotechnical Design & Materials Report:

Consultant shall perform the geotechnical investigation based on Caltrans guidelines for preparation of Geotechnical Design and Materials Reports.

- 1 Research and Data Collection: Consultant shall review available geologic and soil reports and boring logs.
- 2 Permits / USA Clearances: Consultant shall prepare and obtain encroachment permits required by jurisdictions for borings within agencies jurisdictions, map of borings, and temporary traffic control plans. Consultant shall field locate borings and coordinate USA utility clearance.
- 3 Field Exploration: Consultant shall conduct borings and provide an evaluation of subsurface conditions for the proposed roadway and structures in the design. Consultant shall classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling and obtain "relatively undisturbed" and bulk

samples of substrata from test borings. The borings shall be drilled and capped in accordance with permit requirements.

- 4 Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, sieve/gradation analyses, R-value tests, corrosion tests and Plasticity Index tests.
- 5 Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the embankments, structures, and pavement design. Slope stability analyses shall be required to provide justification for the proposed 'steeper' slopes and design recommendations for retaining walls.
- 6 Prepare Draft Geotechnical Design and Materials Report: Prepare preliminary recommendations for pipe culverts, embankments, native soil acceptability as backfill, retaining wall, slope recommendations, structures, and pavement design. The report shall be prepared in accordance with Caltrans guidelines. Also specified in the report shall be information on groundwater conditions, corrosion evaluations, etc. Consultant shall provide TAMC and all Stakeholder Jurisdictions with a draft report for review and comment.
- 7 Prepare Final Geotechnical Design and Materials Report: Prepare final report that reflects the preliminary report and comments from TAMC and Stakeholder Jurisdictions. Consultant shall provide TAMC and Stakeholder Jurisdictions with a final Geotechnical Design and Materials Report. Final Report shall be signed and sealed by a California Registered Geotechnical Engineer.
- 8 Design Review Consultation through final design. Consultant shall assist TAMC during the project development and design review process and attend meetings.

#### Task 3.2.2 Preliminary Foundation Report:

Consultant shall prepare a Structure Geotechnical Report / Preliminary Foundation Report for the proposed Imjin Road Overcrossing structure. The report shall include potential geotechnical / geologic impacts and mitigations including, but not limited, to slope stability, geology, seismic impacts, erosion, and groundwater conditions for the proposed project.

#### Task 3.2.3 Structure Type Selection Report:

The Consultant shall prepare a structures type selection report and submit it to TAMC and Stakeholder Jurisdictions for review and approval.

#### Task 3.2.4 Drainage Report:

The Consultant shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems in the vicinity of the Project. The Drainage Report shall include drainage mapping, an evaluation of the existing conditions, identification of unusual / special conditions, hydraulic analysis and design calculations of proposed systems.

#### Task 3.2.5 Stormwater Plans:

The consultant shall prepare a Storm Water Control Plan (SWCP) and all associated documentation, civil design calculations, and plans for the Project in accordance with applicable design requirements. Applicable design standards may include site planning/source control, water quality treatment, retention, and peak flow control and hydromodification. The consultant shall verify the limits of the Environmentally Sensitive Habitat Area and ensure that the ESHA is not disturbed. The Central Coast Regional Water Quality Control Board Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast publication may be found at:

[https://www.waterboards.ca.gov/centralcoast/water\\_issues/programs/stormwater/docs/lid/hydromod\\_lid\\_docs/2013\\_0032\\_attach1\\_post\\_construction\\_requirements.pdf](https://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/hydromod_lid_docs/2013_0032_attach1_post_construction_requirements.pdf)

The consultant shall prepare the initial site-specific Stormwater Pollution Prevention Plan (SWPPP) in compliance with the Construction General Permit DWQ (CGP), as well as the new requirements for the Phase II Municipal General Permit (pending approval of the Draft Resolution R3-2013-0032). SWPPP preparation shall include conducting applicable research, review, and calculations, and developing applicable appendices and attachments. This work program shall be directed by a QSD and shall include submittal of an electronic copy of the SWPPP.

Consultant shall complete the risk level evaluation to provide documentation of the risk level assessment; and it is assumed that this project qualifies as a Risk Level II or I as specified in the current DWQ Construction General Permit. Preparation of the SWPPP document shall meet Caltrans requirements. Formal SWPPP amendments shall be completed as a separate task on a time and materials basis, if required, consultant shall upload the initial SWPPP and Notice of Intent (NOI) to the SMARTS database. However, subsequent SMARTS uploads and other SWPPP related documents and services, such as SWPPP amendments and Annual Reports, shall be the responsibility of the Contractor and Resident Engineer/Construction Manager.

Development of the SWPPP document and its components shall meet the current DWQ Construction General Permit guidelines. The construction contractor shall be responsible for SWPPP implementation.

Task 3.2.6 Caltrans Environmental Certification and Commitments Record:

Consultant shall conduct a review of the EIR at each design submittal to ensure the Project remains consistent with the project description, impacts, findings, and mitigation measures in the environmental document. TAMC assumes the Project will remain consistent with the EIR and no additional CEQA documentation will be required.

Task 3.2.7 Environmental Commitments Record (ECR):

Consultant shall prepare an Environmental Commitments Record (ECR) in accordance with Caltrans standards. The ECR shall contain all the relevant information needed to track progress of environmental commitments and identify actions needed to ensure environmental commitments are completed. The ECR shall act as a source document for preparing the Environmental Certification discussed below. The ECR shall also identify appropriate staff responsible for ensuring that each mitigation measure is done.

Task 3.2.8 Environmental Certification:

Consultant shall prepare the Environmental Certification in accordance with Caltrans standards. Before final design is considered complete and the project can be certified as Ready to List, an Environmental Certification must be completed. The Environmental Certification shall serve as documentation that the environmental document is appropriate for the Project and remains valid; all actions in the PS&E are covered in the environmental document or subsequent permits and approvals/agreements; all environmental commitments belonging in the PS&E have been included.

Task 3.2.9 Trail Lighting Design Analysis:

A lighting design analysis for the Project shall be performed with isolux diagrams to optimize safety lighting where the trail crosses streets and intersections, overpass lighting, tunnel approach lighting, and security lighting. The lighting analysis shall also evaluate minimizing light intrusion into habitat areas. Consultant shall submit analysis to TAMC and Stakeholder Jurisdictions for review and approval.

Task 3.2.10 Traffic Analysis, Imjin Parkway and California Avenue Intersection:

The Consultant shall collect intersection turning movement counts for AM, midday, and PM peak weekday periods. The Consultant shall revisit and revise the existing Synchro models based on the 35% design intersection geometry. Specific Measures of Effectiveness (MOEs)

including vehicle queuing, intersection delay and stops, queue jump operation, and impacts to level of service shall be determined.

Task 3.2.11 Landscape and Aesthetics Plan:

Consultant shall prepare a landscape and aesthetics plan with three concepts. Consultant shall present the concepts to TAMC and Stakeholder Jurisdictions for discussion and approval of the final landscape and aesthetic concept to be incorporated into the Project plans. The plan should include the following elements for each of the three concepts:

1. Landscape design with plant palettes, wall and structure treatments, hardscape palette, irrigation availability, and interpretative opportunities
2. Preliminary cost estimates for various elements
3. Illustrative sections and sketches
4. Stakeholder Jurisdiction input summary
5. Determination of approvals and agreements required by Stakeholder Jurisdictions
6. Final Landscape and Aesthetics Plan Exhibits

Task 3.3 Quality Assurance/Quality Control (QA/QC) Review:

Consultant shall assign a QA/QC officer that is independent of the design team to ensure and provide the Quality Assurance/Quality Control Review of internally generated documents and checklists. This shall also include independent review of all subconsultant generated reports and documents including but limited to:

1. Geotechnical Reports
2. Environmental Documents
3. Plats and Legal Descriptions
4. Structural

Task 3.4 Cost Estimates:

The Consultant shall prepare an itemized estimate of probable construction cost including right-of-way acquisition (if necessary), temporary construction easements, permanent easements (if necessary), utility relocations, construction, environmental mitigations, permits, inspection, testing and construction management with each submittal. Cost estimates should include an escalation factor to account for potential year of construction. The consultant shall document assumptions as part of the cost estimates.

Deliverables: Excel and Word files of cost estimates

**Task 3.5 Project Report:**

The consultant shall prepare a Project Report per Caltrans requirements.

**Task 4: RIGHT OF WAY:**

Right-of-Way includes coordination with utility owners for the protection, removal, or relocation of utilities and acquisition of easements; the acquisition of right-of-way interests and easements (if necessary); and post-construction work such as right-of-way monumentation/recordation, relinquishments/ vacations, and excess land transactions. The Right-of-Way component budget identifies the cost of the capital costs of right-of-way acquisition and the cost of the staff work in support of any acquisition. Under the supervision of TAMC, the consultant shall make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project or that violate Caltrans' encroachment policy.

**1 RW Documents:**

The consultant shall provide TAMC and stakeholder jurisdictions a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements for concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts shall be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities shall be completed prior to construction contract award and included in the project plans, specifications, and estimate.

**2 RW Engineering:**

The consultant shall provide a land surveyor licensed in the State of California to be responsible for land surveying and right-of-way engineering. All survey and right-of-way engineering documents shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

**3 RW Resolutions of Necessity:**

Although substantial acquisition of property is not anticipated, if deemed necessary by TAMC, Consultant shall prepare Resolutions of Necessity for TAMC and local agency adoption. If necessary, the consultant shall prepare materials for TAMC to conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with Caltrans policy and guidance.

4 RW Acquisition:

If TAMC acquires any property to be incorporated into the trail right-of-way outside of Stakeholder Jurisdiction right-of-way, then TAMC shall acquire in its own name.

5 RW Certification:

The consultant shall utilize a properly licensed consultant for all right-of-way activities, under the review and supervision of TAMC. A qualified right-of-way agent shall administer all right-of-way consultant contracts. The consultant shall prepare right-of-way certification. TAMC shall submit a draft Right-of-Way Certification to Caltrans six weeks prior to the scheduled Right-of-Way Certification milestone date for review. TAMC shall submit a final Right-of-Way Certification to Caltrans for approval prior to the advertising the construction contract.

### **Task 5: Utility Coordination**

Consultant shall coordinate with utilities, including sending letters to area utilities, and performing field reconnaissance for all locations where the Project trail crosses a street. Consultant shall review record plans received from utilities and analyze utility data captured during topographic surveys to identify potential conflicts with the proposed improvements. Consultant shall work with TAMC and utility companies to determine the best strategy for dealing with utility conflicts. The Consultant shall include the utility information on the plans.

#### Task 5.1 PS&E Utility Conflict Maps:

The consultant shall prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the project. The consultant shall provide Caltrans a copy of Utility Conflict Maps for concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts shall be addressed in the Project plans, specifications, and estimate.

#### Task 5.2 PS&E Utility Relocation Cost:

The consultant shall determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and Caltrans policies, procedures, standards, practices, and applicable agreements including Freeway Master Contracts.



## Task 6: Community Outreach

The Project trail alignment lies within the limits of the City of Marina running through open space and adjacent to California Avenue. The consultant shall lead an outreach and engagement campaign to target disadvantaged communities that would benefit from the proposed project by presenting to community-based organizations, school groups, and cultural organizations. The engagement shall include receiving feedback on proposed amenities, aesthetics, and educational programming. Collaboration with the local community shall help deliver a project that will be widely accepted and utilized. Safe Routes to Schools Steering Committees shall help inform the outreach and engagement methodology through monthly meetings.

### Task 6.1 Community and Stakeholder Meetings and Design Workshops:

The consultant shall develop an outreach plan to facilitate meaningful participation of Stakeholder Jurisdictions, and the community in the design process. This task includes small group meetings and design workshops focusing on the function and appearance of the trail setting through along California Avenue and through Fort Ord National Monument open space. Consultant shall prepare all meeting materials and facilitate outreach. Consultant shall prepare visual simulations to support design solutions. TAMC anticipates three rounds of meetings are anticipated as part of this task. The following stakeholders and community workshops are anticipated to be involved in the environmental review process:

- 1 TAMC Board and Committees (estimated 1-2 meetings at each of these): The consultant shall make presentations to the TAMC Board and the TAMC Bicycle and Pedestrian Committee to review and receive comments.
- 2 Stakeholder Jurisdictions (estimated 3 meetings at each of these): The consultant shall organize meetings and make presentations to and receive comments from the City of Marina.
- 3 Staff Level and Agency Partners Meetings (estimated 3-4 meetings with this group): Stakeholder Jurisdictions staff. The consultant shall also participate in one-on-one meetings to follow-up with staff on design issues.
- 4 Community Workshops (estimated 1-2 meetings in each of these locations): organize and sponsor workshops in Marina to review plan concepts with the public. Workshops are envisioned for each location at the beginning of the process to

enable interested citizens and agencies to present ideas and concerns and after consultant recommendations are released to enable public and agency review.

For all meetings and workshops, the consultant shall be responsible for preparing all materials and presenting information to those attending, and to TAMC staff, in web compatible formats. TAMC staff shall be responsible for scheduling the time, date, and location of each workshop, providing public notice, mailing agenda materials to TAMC contact lists, posting materials on the TAMC's web site, and providing a representative to each meeting. The consultant should list a cost per meeting in their proposal cost estimate to account for additional stakeholder follow-up meetings that may be necessary aside from those listed here.

**Task 6.2 Grant Support:**

Consultant shall provide TAMC with grant writing and technical analysis assistance for future grant applications. Technical analyses may be cost/benefit analysis or other technical analyses as required by different grant programs.

**Deliverables:** Community and stakeholder outreach plan; Meeting agendas and materials; Presentation graphics and simulations; Meeting minutes. The total estimated number of meetings is 20.

**Task 7: Design Support During Construction**

It is assumed that a contract shall be bid and awarded for construction of the Project after successful completion of work by Consultant. The Consultant shall provide Design Support During Construction (DSDC) as described in the following tasks through Project bidding, award and construction:

**Task 7.1 Design Support During Advertisement Period (Bid Support):**

The Consultant shall provide design support during Project construction bid advertisement by answering contractor inquiries and preparing addendums as requested by the TAMC.

**Task 7.2 Design Support During Construction:**

The Consultant shall provide design support during Project construction including, but not limited to, answering contractor inquiries, preparing design modifications, including specifications and costs, for construction contract change orders and related to CGP deliverables and SWPPP revisions for submittal to the SWRCB at various phases of construction.

Task 7.3 Construction Staking:

The consultant shall provide construction survey staking services. This may include attendance at construction coordination meetings as needed.

Task 7.4 Record Drawings:

Based on redline markups of the construction contract drawings provided by the contractor and resident engineer/construction manager, the Consultant shall prepare record drawings using AutoCAD that reflect the actual improvements constructed in the field. Completed cad files and pdf files shall be submitted to TAMC and Stakeholder Jurisdictions.



## Memorandum

**To:** Executive Committee  
**From:** Christina Watson, Director of Planning  
**Meeting Date:** March 22, 2023  
**Subject:** Legislative Update

### RECOMMENDED ACTION:

#### Legislative Update

1. **RECEIVE** update on state and federal legislative issues; and
2. **ADOPT** positions on proposed legislation.

### SUMMARY:

This report includes an update on state and federal legislative activities. On March 1, the Executive Committee reviewed and recommended Board approval of proposed positions on draft legislation.

### FINANCIAL IMPACT:

The legislative proposals may have a financial impact on TAMC if they are enacted.

### DISCUSSION:

**Attachment 1** is a state report and **attachment 2** is a draft state bill list. On March 1, the Executive Committee recommended the Board adopt positions on legislation that may impact the Agency as follows:

The Committee recommends an "oppose" position on several bills that would suspend the gas tax, which is the main source of transportation funding:

- Assembly Bill (AB) 53 (Fong): Motor Vehicle Fuel Tax Law: suspension of tax
- ABx1 2 (Fong): Motor Vehicle Fuel Tax Law: suspension of tax
- Senate Bill (SB) 32 (Jones): Motor vehicle fuel tax: greenhouse gas reduction programs: suspension
- SBx1 1 (Jones): Motor vehicle fuel tax: greenhouse gas reduction programs: suspension

The Committee recommends an "oppose" position on SB 670 (Allen): Vehicles miles traveled (VMT), as it proposes one statewide metric for VMT, which fails to acknowledge the uniqueness of each region.

Meanwhile, the Committee is recommending a "support" position on the following bills pursuant to the adopted legislative program (**web attachment 1**):

- SB 304 (Laird): Monterey-Salinas Transit District: public contracting
- SB 617 (Newman): Public contracts: regional transportation agencies: design-build procurement
- SB 825 (Limón): Local government: public broadband services

**Web attachment 2** is information about a ballot measure on the November 2024 ballot, the "Taxpayer Protection and Government Accountability Act", which will not impact TAMC's Measure X but may impact future general tax

proposals by Monterey County jurisdictions. So far, the Cities of Monterey, Marina, Salinas and King City have taken oppose positions.

**Attachment 3** is a memo from the Federal Highway Administration (FHWA) that describes an overarching framework of Administration priorities to guide FHWA staff concerning the use of Bipartisan Infrastructure Law (BIL) (also known as the Infrastructure Investment and Jobs Act) resources when working with State departments of transportation.

**ATTACHMENTS:**

- ▣ State Legislative Update
- ▣ State bill list
- ▣ Federal Highway Administration memo

**WEB ATTACHMENTS:**

- [2023 TAMC Legislative Program](#)
- [February 2, 2023 memo re: Proposed Initiative Constitutional Amendment re The Taxpayer Protection and Government Accountability Act \(with links to supportive documents\)](#)



February 21, 2023

TO: Board Members, Transportation Agency for Monterey County  
FROM: Gus Khouri, President, Khoury Consulting LLC  
RE: **STATE LEGISLATIVE UPDATE – MARCH**

---

#### **GENERAL UPDATE**

The new 2023-24 Session legislative class was sworn into office on Monday, December 5. Democrats will continue to hold supermajorities in both houses of the State Legislature (at least 75%), with a 32 to 8 margin in the Senate and a 62 to 18 advantage in the Assembly. The session reconvened on Wednesday, January 4.

Governor Newsom also called for a Special Session on December 5, intending to hold oil companies accountable for potential price gouging at the gas price due to record gas prices, which averaged \$6.42 over the fall. The Governor justifies the Special Session declaration by referencing the Assembly's Select Committee on Gasoline Supply and Pricing and the California Energy Commission's inability to identify causes of gasoline price increases and supply shortages due to a lack of cooperation by companies.

We will monitor whether the gas tax is an area of focus for the Special Session. The gas tax has been a focus by legislators to provide relief to consumers. Governor Newsom had a proposal in his proposed FY 22-23 January Budget that would have suspended the inflationary adjustment of the gas tax, which did not make it into the final state budget package. There is a discussion about converting the gas tax to a more environmentally friendly source so that the state stops depending on petroleum consumption to address infrastructure and mobility needs. Legislation has been introduced to eliminate or suspend the gas tax. The vehicle registration fee component in SB 1 (Beall), Chapter 5, Statutes of 2017, provides a precedent to draw upon.

## **BILLS OF INTEREST**

Legislators introduced 2,632 before the February 17 bill introduction deadline. The Assembly and Senate introduced 1,751 and 881 bills, respectively. Policy bill hearings will begin in early to mid to late March. Spring Recess commences upon adjournment on March 30 and ends on April 10. Bills must progress to the Appropriations Committee of each house by April 28, if keyed fiscal, meaning a cost is associated with enactment, and May 5, if keyed non-fiscal, to move to the Floor. Bills that make it to fiscal committees must be heard by May 19 and be approved by June 2 off the floor of each house. Policy committees must complete their business by July 14 (start of Summer Recess, back on August 14), fiscal committees by September 1, and all business by the floor of each house by September 14, to be considered for signature by the Governor by October 14.

Assembly Transportation Committee Chair Laura Friedman has reintroduced legislation from the last Session to compel more significant investments into multi-modal options rather than highway capacity projects. Both bills are currently in spot bill form, meaning they only express legislative intent and will need to be amended further to be referred to a policy committee.

**AB 6 (Friedman)** states the intent of the Legislature to enact subsequent legislation that would require regional transportation agencies to prioritize and fund transportation projects, including those funded by a local sales tax measure, that significantly contribute towards the goals outlined in a region's sustainable communities strategy and the state's climate goals. This bill is like AB 2237 (Friedman), which attempted to influence the delivery of projects in locally approved sales tax measure expenditure plans. TAMC opposed that bill last session. That bill failed in the Senate Transportation Committee.

**AB 7 (Friedman)** states the intent of the Legislature to enact subsequent legislation that would eliminate single occupancy vehicle freeway capacity projects and allow capacity projects only for bus rapid transit, rail, active transportation purposes, projects that significantly add safety, and projects that significantly reduce congestion, without interfering with existing maintenance and rehabilitation needs. This bill resembles AB 2438 (Friedman) from last year, which attempted to make all state funding programs subject to the Governor's Climate Action Plan for Transportation Infrastructure (CAPTI) as adopted in July of 2021. TAMC had an oppose unless amended position on that bill last session. Governor Newsom vetoed the bill citing the need to work more closely with transportation planning agencies to craft solutions unique to each region to help accelerate the state's climate goals.

**AB 53 (Fong)/ABx1 2 (Fong)** would suspend the imposition of the tax on motor vehicle fuels for one year. All savings would be required to be passed to consumers.

**SB 32 (Jones)** is like AB 53 (Fong) and ABx1 2 (Fong), except that it also applies to low carbon fuel standard assessments imposed at the pump by the California Air Resources Board.

**Indirect Cost Rate Proposal Cap**

Caltrans charges an indirect cost rate to self-help counties for work conducted on the state highway system for unspecified work unrelated to a project. That cost was capped at 10% through FY 22-23, but the legislature failed to authorize an extension resulting in costs ballooning to over 27 percent for some counties. TAMC will work with the Self-help Counties Coalition to reinstate relief to insulate cost escalations on projects.



**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>AB 6 (Friedman)</b> <b>Transportation Planning:</b> <b>local sales tax measures</b>	12/5/2022 Introduced	Spot bill for legislation that would require regional transportation agencies to prioritize and fund transportation projects, including those funded by a local sales tax measure, that significantly contributes towards the goals outlined in a region’s sustainable communities strategy and the state’s climate goals. This bill is like AB 2237 (Friedman) of 2022, which attempted to influence the delivery of projects in locally approved sales tax measure expenditure plans. That bill failed in the Senate Transportation Committee.	<b>Watch</b> <b>Priority 1S</b>
<b>AB 7 (Friedman)</b> <b>Transportation: funding:</b> <b>capacity projects</b>	12/5/22 Introduced	Spot bill for legislation that would eliminate single occupancy vehicle freeway capacity projects and allow capacity projects only for bus rapid transit, rail, active transportation purposes, projects that significantly add safety, and projects that significantly reduce congestion, without interfering with existing maintenance and rehabilitation needs. This bill resembles AB 2438 (Friedman) from last year, which attempted to make all state funding programs subject to the Governor’s Climate Action Plan for Transportation Infrastructure (CAPTI) as adopted in July of 2021. Governor Newsom vetoed the bill citing the need to work more closely with transportation planning agencies to craft solutions unique to each region to help accelerate the state’s climate goals.	<b>Watch</b> <b>Priority 1S</b>
<b>AB 9 (Murasutchi)</b> <b>California Global Warming Solutions Act of 2006: emissions limit</b>	1/26/23 Assembly Natural Resources	This bill would require the California Air Resources Board to ensure that statewide greenhouse gas emissions are reduced to at least 55%, rather than 40%, below the 1990 level by no later than December 31, 2030.	<b>Watch</b> <b>Priority N/A</b>

**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>AB 53 (Fong)</b> <b>Motor Vehicle Fuel Tax Law: suspension of tax</b>	12/5/222 Introduced	This bill would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise been applied to the transaction.	<b>Oppose</b> <b>Priority 1S</b>
<b>AB 69 (Waldron)</b> <b>Transportation: traffic signal synchronization: roadway improvement projects</b>	2/23/2023 Assembly Transportation	This bill would authorize moneys in the Greenhouse Gas Reduction Fund to be allocated for an investment in a traffic signal synchronization component that is part of a roadway improvement project requiring multiple signals, including multimodal redevelopment projects, rail trail projects, urban renewal projects, or a project near transit facilities, if the component is designed and implemented to achieve cost-effective reductions in greenhouse gas emissions and includes specific emissions reduction targets and metrics to evaluate the project’s effect.	<b>Watch</b> <b>Priority 14S</b>
<b>AB 295 (Fong)</b> <b>Caltrans: maintenance projects</b>	2/9/23 Assembly Transportation	This bill would authorize Caltrans to enter into agreements with local governmental entities, fire departments, fire protection districts, fire safe councils, and tribal entities to perform specified projects authorized by Caltrans on roadways managed by Caltrans including activities related to roadside maintenance and the removal and clearing of material.	<b>Watch</b> <b>Priority N/A</b>

**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>AB 557 (Hart)</b> <b>Open Meetings: local agencies: teleconferences</b>	2/8/23 Introduced	This bill would remove the January 1, 2024, sunset on the Brown Act exemptions for boards to meet virtually during a declared state of emergency declaration provided under AB 361 (Rivas), Chapter 165, Statutes of 2021.	<b>Watch</b> <b>Priority 15S</b>
<b>AB 610 (Holden)</b> <b>Youth Transit Pass Pilot Program: free youth transit passes</b>	2/9/23 Introduced	Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by Caltrans for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program. Riders under the age of 18 would be authorized to use a system for free. This bill is like AB 1919 (Holden) from 2022, which TAMC supported.	<b>Watch</b> <b>Priority 2S</b>
<b>AB 744 (Carrillo)</b> <b>California Transportation Commission: data, modeling, and analytic software tools procurement</b>	2/13/23 Introduced	Upon the appropriation of funds by the Legislature, this bill would require the California Transportation Commission (CTC) to acquire public domain or procure commercially available or open-source licensed solutions for data, modeling, and analytic software tools to support the state’s sustainable transportation, congestion management, affordable housing, efficient land use, air quality, and climate change strategies and goals. The bill would require the CTC to provide access to the data, modeling, and analytic software tools to state and local agencies. This bill would authorize the CTC to establish best practices for use of data in transportation planning and to identify data elements that should be made available to state and local agencies for transportation planning.	<b>Watch</b> <b>Priority 2S</b>

**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>AB 761 (Friedman) Transit Transformation Task Force</b>	2/12/23 Introduced	This bill would require the Secretary of the California State Transportation Agency to establish and convene the Transit Transformation Task Force to include representatives from Caltrans, the Controller’s office, various local agencies, academic institutions, nongovernmental organizations, and other stakeholders. The task force would be required to develop a process for early engagement to develop policies to grow transit ridership and improve the transit experience for all users of those services.	<b>Watch Priority 3S</b>
<b>AB 825 (Bryan) Vehicles: bicycles on sidewalks</b>	2/13/23 Introduced	This bill would prohibit a local authority from prohibiting the operation of a bicycle on a sidewalk adjacent to a highway or corridor that does not include a Class I, Class II, or Class IV bikeway. The bill would require a person riding a bicycle upon a sidewalk to yield the right-of-way to pedestrians and to adhere to a 10-miles-per-hour speed limit.	<b>Watch Priority 9S</b>
<b>AB 1348 (Grayson) Local government: open meetings:</b>	2/16/23 Introduced	Spot bill for legislation to modify the Ralph M. Brown Act.	<b>Watch Priority 15S</b>
<b>AB 1385 (Garcia) Local transportation funds: transit operators</b>	2/17/23 Introduced	Spot bill for legislation to amend transit farebox recovery ratio qualification requirements.	<b>Watch Priority 12S</b>

**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>ABx1 2 (Fong)</b> <b>Motor Vehicle Fuel Tax Law: suspension of tax</b>	2/24/23 Assembly Transportation	This bill would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise been applied to the transaction. This bill is identical to AB 53.	<b>Oppose</b> <b>Priority 1S</b>
<b>SB 32 (Jones)</b> <b>Motor vehicle fuel tax: greenhouse gas reduction programs: suspension</b>	12/5/22 Introduced	This bill would suspend the Low Carbon Fuel Standard regulations, adopted by the California Air Resources Board to reduce greenhouse gas emissions, for one year. The bill would exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year. This bill, like AB 53 and ABx1 2, and identical to SBx1 1, would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction. This bill would require that all savings realized based on the suspension of the motor vehicle fuels tax, the suspension of the Low Carbon Fuel Standard regulations, and the exemption of suppliers of transportation fuels from regulations for use of market-based compliance mechanisms by a person other than an end consumer be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws.	<b>Oppose</b> <b>Priority 1S</b>

**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>SB 304 (Laird)</b> <b>Monterey-Salinas Transit District: public contracting</b>	2/15/23 Assembly Transportation	This bill would increase, from \$100,000 to \$150,000, the monetary threshold for the Monterey-Salinas Transit District (MST) to award contracts for the purchase of supplies, materials, and equipment, to the lowest responsible bidder, or to the responsible bidder that provides the best value. The bill would require MST to obtain a minimum of 3 quotes that permit prices and terms to be compared whenever the expected expenditure required for the purchase exceeds \$10,000 but does not exceed \$150,000. The bill would apply those rules concerning monetary thresholds for contracts to contracts for the purchase of services.	<b>Support</b> <b>Priority 16S</b>
<b>SB 411 (Portantino)</b> <b>Open meetings: teleconferences: bodies with appointed membership.</b>	2/9/23 Introduced	This bill would allow local boards with appointed members subject to the Brown Act with a population of over 3 million to meet remotely.	<b>Watch</b> <b>Priority 15S</b>
<b>SB 537 (Becker)</b> <b>Open meetings: local agencies: teleconferences</b>	2/14/23 Introduced	Spot bill for legislation to modify the Ralph M. Brown Act.	<b>Watch</b> <b>Priority 15S</b>
<b>SB 614 (Blakespear)</b> <b>Transportation Development Act</b>	2/15/23 Introduced	Spot bill for legislation to modify the Transportation Development Act.	<b>Watch</b> <b>Priority 12S</b>

**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>SB 617 (Newman)</b> <b>Public contracts:</b> <b>regional transportation</b> <b>agencies: design-build</b> <b>procurement</b>	2/15/23 Introduced	This bill provides an authorization to use design-build procurement, which includes progressive design-build procurement. Progressive design-build procurement is defined as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project.	<b>Support</b> <b>Priority 8S</b>
<b>SB 670 (Allen)</b> <b>Vehicles miles traveled</b>	2/16/23 Introduced	This bill would require state and local transportation agencies to create a single model for vehicle miles traveled (VMT) mapping to be used for transportation planning and funding. This bill proposes one statewide standard for VMT reduction, which fails to acknowledge the uniqueness of each region.	<b>Oppose</b> <b>Priority 3S</b>
<b>SB 746 (Eggman)</b> <b>Energy conservation</b> <b>contracts: alternate</b> <b>energy equipment:</b> <b>hydrogen</b>	2/16/23 Introduced	This bill would add hydrogen to the list of primary fuel sources under the definition of “alternate energy equipment”. This bill allows transit districts to engage in energy service contracting to construct electrolytic hydrogen energy conservation projects and to enter contracts relating to the financing, construction, operation, and use of electrolytic hydrogen as a form of alternative energy. Transit districts will be eligible to enter facility financing contracts, facility ground lease agreements, and contracts to sell electrolytic hydrogen produced by the energy conservation facility on their terms.	<b>Watch</b> <b>Priority 4S</b>
<b>SB 825 (Limón)</b> <b>Local government:</b> <b>public broadband</b> <b>services</b>	2/17/23 Introduced	This bill would add metropolitan planning organizations and regional transportation planning authorities to the list of local government agencies included in the definition of “local agency” eligible to directly apply for local technical assistance grants administered by the California Public Utilities Commission for implementation of broadband.	<b>Support</b> <b>Priority 6S</b>

**TAMC Bill Matrix – February 2023**

<b>Measure</b>	<b>Status</b>	<b>Bill Summary</b>	<b>Recommended Position</b>
<b>SBx1 1 (Jones)</b> <b>Motor vehicle fuel tax:</b> <b>greenhouse gas</b> <b>reduction programs:</b> <b>suspension</b>	12/5/22 Introduced	This bill is identical to SB 32. It would suspend the Low Carbon Fuel Standard regulations, adopted by the California Air Resources Board to reduce greenhouse gas emissions, for one year. The bill would exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year. It would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.	<b>Oppose</b> <b>Priority 1S</b>





# Memorandum

Subject: **UPDATE: Policy on Using Bipartisan  
Infrastructure Law Resources to Build  
a Better America**

Date: February 24, 2023

From: Shailen P. Bhatt  
Administrator

In Reply Refer To:  
HOA-1

To: Associate Administrators  
Chief Counsel  
Chief Financial Officer  
Directors of Field Services  
Division Administrators  
Division Directors

This memorandum describes an overarching framework of Administration priorities—based on existing law—to guide FHWA staff concerning the use of Bipartisan Infrastructure Law (BIL) (enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021)) resources when working with State departments of transportation. As we continue to implement the historic provisions of the BIL, FHWA will publish periodic updates to our internal policy memorandums to provide clarity for the Division offices and other FHWA staff who must meet the needs and challenges of States and localities across the country.

This memorandum supersedes the December 16, 2021 internal memorandum entitled “Policy on Using Bipartisan Infrastructure Law Resources to Build a Better America.”

The maintenance of existing roads and highways in a state of good repair is an important tool to ensure the effective use of Federal funding while also improving transportation safety, reducing surface transportation-related greenhouse gas emissions, delivering equitable transportation options and access, and accommodating new and emerging technologies by upgrading the nation's existing infrastructure. Proper maintenance is also an affirmative responsibility of the States as required by 23 U.S.C. 116.

As directed by 23 U.S.C. 145, States determine which of their projects shall be federally financed by Federal-aid highway formula dollars. Different States have different needs when it comes to transportation assets that must be reconfigured and modernized, expanded and added, or retired and replaced. FHWA recognizes and values the authority and role of the States in deciding how to prioritize the use of their Federal-aid

highway dollars and will continue to administer funds and programs consistent with all requisite statutory requirements and considerations.

While States are ultimately responsible for deciding how their formula and allocated funding is prioritized, FHWA as an agency, consistent with existing Administration policy, continues to support the following goals:

- Improving the condition, resilience, and safety of road and bridge assets consistent with asset management plans (including investing in preservation of those assets) [23 U.S.C 119];
- Promoting and improving safety for all road users, particularly vulnerable users, and supporting major actions and goals consistent with the U.S. Department of Transportation's January 2022 National Roadway Safety Strategy for safer people, safer roads, safer vehicles, safer speeds, and enhanced post-crash care [23 U.S.C. 148];
- Supporting accelerated project delivery and an efficient environmental review process through the One Federal Decision framework and by continuing to coordinate with other Federal partners to ensure that the benefits of projects are realized as soon as possible [23 USC 139];
- Making streets and other transportation facilities accessible to all users and compliant with the Americans with Disabilities Act [49 CFR 37];
- Addressing environmental impacts ranging from storm water runoff to greenhouse gas emissions [23 U.S.C. 175, 23 USC 176];
- Prioritizing infrastructure that is less vulnerable and more resilient to a changing climate [23 USC 101, 23 USC 119, 23 USC 176, 23 USC 520];
- Future-proofing our transportation infrastructure by accommodating new and emerging technologies like electric vehicle charging stations, renewable energy generation, and broadband deployment in transportation rights-of-way [sec. 11401 of BIL, 23 CFR 645]; and
- Reconnecting communities and reflecting the inclusion of disadvantaged and under-represented groups in the planning, project selection, and design process [sec. 11509 of BIL].

The Federal Highway Administration remains committed to ensuring progress in safety, resilience, and equity in the delivery of the Federal-aid Highway Program. We also recognize that States, territories, and local governments are on the front line of maintaining and building transportation infrastructure. Working together with our stakeholders we have begun the successful implementation of the largest investment in transportation in modern history. Together we will help State departments of transportation and other entities deliver good policies, programs, and projects for the American people as we undertake this transformational work.

*Except for the statutes and regulations cited, the contents of this internal agency document do not have the force and effect of law. This document is intended only to provide information to Federal agency officials regarding existing requirements under the law or agency policies and does not affect the rights or obligations of States or the public in any way.*



## Memorandum

**To:** Board of Directors  
**From:** Ariana Green, Principal Transportation Planner  
**Meeting Date:** March 22, 2023  
**Subject:** Salinas Valley SRTS Contract Amendment #1

### **RECOMMENDED ACTION:**

#### **Salinas Valley Safe Routes to Schools Contract Amendment #1**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute Amendment #1 to the Salinas Valley Safe Routes to School Plan contract with Ecology Action, to extend the contract to December 31, 2024 and increase the budget in an amount not to exceed \$50,000 to add scope of work to provide safe routes to school steering committee facilitation services and create a Plan that is American Disabilities Act accessible for the period ending December 2024;
2. **APPROVE** the use of Measure X and Caltrans Planning grant funds budgeted to this project; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

### **SUMMARY:**

The Salinas Valley Safe Routes to School Plan will include recommendations for all public K-12 schools in the cities of Gonzales, Soledad, Greenfield, and King City and is funded through a Caltrans Sustainable Transportation Planning Grant (\$664,127) and Measure X Safe Routes to School funds (\$126,501). Amendment #1 to Ecology Action's contract would enable them to facilitate the safe routes to school steering committees and participatory budgeting process in Salinas Valley cities and provide additional budget to create an American Disabilities Act accessible planning document.

### **FINANCIAL IMPACT:**

The Salinas Valley Safe Routes to School Plan is funded through a \$664,127 Caltrans Sustainable Transportation Planning Grant and \$126,501 of Measure X Safe Routes to School Program funds as is reflected in the approved fiscal year 2021/22 budget.

Under the existing agreement, TAMC will be reimbursed an amount not-to-exceed \$88,392; Ecology Action will be reimbursed in an amount not-to-exceed \$562,156; the Monterey County Health Department will be reimbursed in an amount not-to-exceed \$90,080; and a Community-Based Organization (CBO) will be reimbursed in an amount not-to-exceed \$50,000.

Amendment #1 would transfer the \$50,000 CBO budget for facilitation of the Salinas Valley Safe Routes to Schools Steering Committees to Ecology Action to compensate them for taking on this additional task, and also provide budget to ensure the planning document is Americans with Disabilities Act Accessible. Ecology Action's total not-to-exceed contract amount under Amendment #1 would be \$612,156 if approved by the Transportation Agency Board.

## **DISCUSSION:**

The just over two-year planning process described in the Salinas Valley SRTS Plan will identify barriers to safe access to all K-12 public schools in South County cities and recommend infrastructure and non-infrastructure improvements.

The Monterey County Health Department, Ecology Action, and TAMC partnered to develop a Caltrans Sustainable Transportation Planning Grant application for the Salinas Valley Safe Routes to School Plan ("Salinas Valley SRTS Plan"). All partners were written into the scope of work and budget of the grant and are all eligible sub-applicants according to the adopted Caltrans Sustainable Transportation Planning Grant Guidelines. Therefore, a competitive bidding process was not required. The grant was awarded in June 2021. TAMC received Caltrans' authorization to proceed with work on the grant in December 2021.

Originally, \$50,000 of the \$790,628 project was intended to go to a community-based organization (CBO) to facilitate the Safe Routes to School Steering Committees and participatory budgeting process in all four south county cities. Transportation Agency and Health Department staff met with several CBOs that serve Gonzales, Soledad, Greenfield and King City to discuss the project and their interest and availability to participate. Although several CBOs expressed interest, and have participated in the Greenfield participatory budgeting process, none have had the bandwidth to take on the facilitation role. In order to keep on-track with the grant deadline, Ecology Action has stepped-up to serve in the bilingual facilitation role with positive feedback from the Greenfield Steering Committee members.

Amendment #1 would formalize Ecology Action taking over the steering committee facilitation for the remaining three Salinas Valley Steering Committees and provide an additional \$35,170 funding for this task (Task 4 "Advisory Committee & Participatory Budgeting"), and add \$14,830 for Task 7 "Draft & Final Plan" to ensure the Plan document is Americans with Disabilities Act accessible. **Attached** are the revised scope of work, budget and schedule for this amendment.

## **WEB ATTACHMENTS:**

[Amendment 1 Salinas Valley SRTS Plan\\_EA Contract](#)



## Memorandum

**To:** Board of Directors  
**From:** Doug Bilse, Principal Engineer  
**Meeting Date:** March 22, 2023  
**Subject:** On-Call Traffic Engineering Services Contract for Complete Streets Projects

### **RECOMMENDED ACTION:**

#### **On-Call Traffic Engineering and Ancillary Services Contract:**

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with GHD, Inc. subject to approval by Agency Council, in an amount not to exceed \$500,000 to provide on-call traffic engineering and ancillary services for the period ending June 31, 2026
2. **APPROVE** the use of Measure X and Regional Surface Transportation Program funds budgeted to the various projects; and
3. **AUTHORIZE** the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work or change the approved contract term or amount.

### **SUMMARY:**

The Agency is responsible for the delivery of challenging transportation projects that involve complete streets design features. Complete Streets are streets designed and operated to support safe use and mobility for all users. The proposed contract to provide on-call professional service for Traffic Engineering and ancillary services is expected to review complete street designs prepared by Caltrans, and assist member agencies facilitate delivery of complete streets projects (e.g., design review and grant writing).

### **FINANCIAL IMPACT:**

Total contract amount for on-call Traffic Engineering and ancillary services will be no more than \$500,000 over three years and will be funded with Measure X and Regional Surface Transportation Program funds.

### **DISCUSSION:**

The term "complete streets" describes a process and approach to street design intended to enhance safety, create more sustainable transportation options, decrease dependence on driving, and improve public health by encouraging active transportation like walking and biking. The benefits of complete streets projects include:

- Increased transportation choices
- Economic revitalization
- Improved return on infrastructure investments
- Livable communities
- Improved safety for all users
- More walking and bicycling to improve public health
- Greenhouse gas reduction and improved air quality



The Transportation Agency is committed to planning, funding, and delivering projects that incorporate complete streets features along the designated highway network managed by Caltrans, and TAMC staff provides support to member agencies as they develop plans and grant applications for complete streets projects throughout Monterey County. Caltrans recently approved a policy for all new transportation projects it funds or oversees to include complete streets features with the objective to expand the availability of sustainable transportation options to help meet the state’s climate, health and equity goals.

An On-Call Contract is a contract for a number of projects, under which task or work orders are issued on an as-needed basis for an established contract period. The awarded contract defines a general scope of work, level of complexity, and professional nature of services and then utilizes a specified “task order” procedure by which the Agency specifies the work. Each task order will have a separate scope of work and budget that is independently negotiated.

Staff proposes to use an on-call professional service contract to provide traffic engineering and ancillary services for complete streets projects as detailed in the Scope of Services that was part of the Request for Qualifications (**Attachment 1**).

The Agency received six statements of qualifications and selected four teams for interviews that were held on February 16, 2023. The firms were:

- GHD, Inc
- Wallace Group
- Kimley-Horn
- Psomas

The review committee members clearly ranked GHD, Inc. as the best qualified team according to the scoring criteria listed in the Request for Qualifications (RFQ). With Board authorization to execute the on-call contract with GHD, local jurisdictions can use the Agency's qualification review process to streamline their procurement process. The pre-qualification process shortens the review time and ensures that the firms have the requisite skills to perform traffic engineering with a complete streets focus. This will ultimately result in higher quality bids for TAMC on task orders and for jurisdictions seeking to contract directly with GHD.

**ATTACHMENTS:**

- On-Call Traffic Engineering and Ancillary Contract Scope of Services



## **TAMC On-Call Traffic Engineering and Ancillary Services Scope of Services**

Provide traffic engineering and ancillary on-call services for the Transportation Agency for Monterey County (TAMC) with the goal of facilitating the delivery of complete streets projects including:

- provide traffic engineering services including, but not limited to, development of conceptual designs and alternatives analysis of projects that include complete streets features,
- review project plans prepared by other parties (i.e., conduct third-party design reviews)
- provide data and illustrations that support the effectiveness of complete streets designs addressing safety, congestion and other potential stakeholder concerns,
- provide civil engineering services needed to submit bid packages for small-scale complete streets projects including, but not limited to, conducting surveys, preparing base maps, plans, specifications, and cost estimates,
- provide project management services needed to track project delivery according to scope, schedule and budget,
- assist in the planning of public outreach events and facilitate community / stakeholder engagement meetings intended to build consensus with the project stakeholders,
- conduct mobility planning that incorporates stakeholder input into project designs and graphical presentations that reflect community context,
- assist with the preparation of grant applications including, but not limited to, rough cost estimates, benefit-cost ratio analysis, and project renderings,
- collect traffic data and prepare/review analysis related to performance measures of complete streets design features.



**Memorandum**

**To:** Board of Directors  
**From:** Michael Zeller, Director of Programming & Project Delivery  
**Meeting Date:** March 22, 2023  
**Subject:** Authorization for Executive Director to Accept Grant Deeds

**RECOMMENDED ACTION:**

**APPROVE** Resolution 2023-05 designating the Executive Director as the authorized officer to sign certificates of acceptance for any deed or grant conveying any interest in or easement upon real estate to TAMC for public purposes.

**SUMMARY:**

To streamline the acquisition process and ensure that the parcels are acquired in a prompt manner, the Agency is requesting authority for the Executive Director to be designated the authorized officer to sign certificates of acceptance on behalf of the agency.

**FINANCIAL IMPACT:**

No direct financial impact. Periodically, the Agency acquires property rights to construct projects, and those acquisition agreements are brought to the Board for approval.

**DISCUSSION:**

California Government Code Section 27281 requires, for recordation, that deeds or grants conveying any interest in or easement upon real estate to a governmental agency for public purposes be accompanied by a certificate of acceptance executed by either the legislative body itself or by an agent conferred with sufficient authority to execute that certificate based on a documented delegation of authority.

The Agency periodically has the need to acquire certain property rights on projects where TAMC is the lead agency in developing the project and advancing it towards construction. To streamline the acquisition process and ensure that parcels or easements are acquired in a prompt manner, the Agency is requesting authority for the Executive Director to be designated the authorized officer to sign certificates of acceptance on behalf of the Agency as to any deed or grant conveying any interest in or easement upon real estate to TAMC for public purposes, including, but not limited to, right of way necessary for the Fort Ord Regional Trail and Greenway Canyon Del Rey project.

This action only pertains to designating the Agency's authorized officer to sign certificates of acceptance. Approvals for all acquisition agreements, including final purchase price and related terms, will be brought to the Board for approval separately.

**ATTACHMENTS:**

- Resolution 2023-05 Designating the Executive Director an Authorized Officer to Sign Certificates of Acceptance







**RESOLUTION NO. 2023-05 OF THE  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ACCEPT CERTIFICATES OF ACCEPTANCE ON  
BEHALF OF THE AGENCY FOR RIGHT OF WAY NEEDED FOR  
THE FORT ORD REGIONAL TRAIL AND GREENWAY CANYON DEL REY PROJECT**

**WHEREAS**, California Government Code Section 27281 requires, for recordation, that deeds or grants conveying any interest in or easement upon real estate to a governmental agency for public purposes be accompanied by a certificate of acceptance executed by either the legislative body itself or by an agent conferred with sufficient authority to execute that certificate based on a documented delegation of authority; and

**WHEREAS**, the Agency is seeking to designate the Executive Director as the authorized officer to sign certificates of acceptance on behalf of the Agency as to any deed or grant conveying any interest in or easement upon real estate to TAMC for public purposes, including, but not limited to, right of way necessary for the Fort Ord Regional Trail and Greenway Canyon Del Rey project;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Executive Director is hereby designated the authorized officer to sign certificates of acceptance for any deed or grant conveying any interest in or easement upon real estate to TAMC for public purposes.

**PASSED AND ADOPTED** by the Transportation Agency for Monterey County, State of California this 22<sup>nd</sup> day of March 2023, by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

---

**MICHAEL LEBARRE, CHAIR**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

**ATTEST:**

---

**TODD A. MUCK, EXECUTIVE DIRECTOR**  
**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**



## **Memorandum**

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** March 22, 2023  
**Subject:** **Committee Minutes**

---

### **RECOMMENDED ACTION:**

**ACCEPT** draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of March 1, 2023
- Rail Policy Committee - no meeting this month
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of March 1, 2023
- [Technical Advisory Committee](#) - draft minutes of March 2, 2023
- [Measure X Citizens Oversight Committee](#) - no meeting this month

### **ATTACHMENTS:**

- Executive Committee draft minutes of March 1, 2023

**DRAFT MINUTES**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
 SERVICE AUTHORITY FOR FREEWAYS EMERGENCIES AND MONTEREY COUNTY  
 REGIONAL DEVELOPMENT IMPACT FEE JOINT POWERS AGENCY

**EXECUTIVE COMMITTEE MEETING**

*Members: Michael LeBarre (Chair), Chris Lopez (1<sup>st</sup> Vice Chair),  
 Dave Potter (2<sup>nd</sup> Vice Chair), Mary Adams (Past Chair),  
 Wendy Root Askew (County representative), Chaps Poduri (City representative)*

**Wednesday, March 1, 2023**

\*\*\* 8:30 a.m. \*\*\*

Transportation Agency Conference Room  
 55-B Plaza Circle, Salinas

<b>EXECUTIVE COMMITTEE</b>	<b>APR 22</b>	<b>MAY 22</b>	<b>JUN 22</b>	<b>AUG 22</b>	<b>SEP 22</b>	<b>OCT 22</b>	<b>NOV 22</b>	<b>JAN 23</b>	<b>FEB 23</b>	<b>MAR 23</b>
Michael LeBarre, <b>Chair</b> King City (C. DeLeon)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P
Mary Adams, <b>Past Chair</b> Supr. Dist. 5 (S. Hardgrave, C. Courtney)	P (VC)	P (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (TC)	P (VC)	P
Chris Lopez, <b>1<sup>st</sup> Vice Chair</b> Supr. Dist. 3 (P. Barba)	P (VC)	P (VC)	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)
Dave Potter, <b>2<sup>nd</sup> Vice Chair</b> Carmel-By-The-Sea (J. Baron)	P (VC)	A	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	A	P*
Wendy Root Askew, <b>County Representative</b> Supr. Dist. 4 (Y. Anderson, E. Mora)	P (VC)	P (VC)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P(A) (VC)	P(A) (VC)	P (VC)	P (VC)
Chaps Poduri, <b>City Representative</b> (Joe Amelio)	P(A) (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	P (VC)	E	P* (VC)	P

*TC: via teleconference; VC: via video conference*

P = Present

A = Absent

P(A) = alternate present

E = Excused

P(VC) Video Conference

P\*= New Representative

## 1. **CALL TO ORDER**

Chair LeBarre called the meeting to order at 8:30 a.m. Roll call was taken, and a quorum was confirmed.

Staff present: Guther, Kise, Muck, Rodriguez, Watson, and Zeller.

Others present: Robert Brayer, County Counsel; Paul Schlesinger, Thorn Run Partners; Gus Khouri, Khouri Consulting; and Yuri Anderson, District 4 alternate.

The Committee welcomes new representative Dave Potter.

## 2. **PUBLIC COMMENTS**

No public comment

## 3. **CONSENT AGENDA**

On a motion by Committee Member Potter, seconded by Committee Member Adams, the Committee voted 6-0 to approve the minutes from the Executive Committee meeting of February 1, 2023, with corrections to note that Committee Members Potter and Poduri are new to the Committee, and noting Committee Member Askew attended in February.

## 4. **LEGISLATIVE UPDATE**

On a motion by Committee Member Potter, seconded by Committee Member Adams, the Committee voted 6-0 to receive an update on state and federal legislative issues; and recommended the Board of Directors adopt positions on proposed legislation, as follows:

- Assembly Bill (AB) 53 (Fong): Motor Vehicle Fuel Tax Law: suspension of tax – OPPOSE
- Abx1 2 (Fong): Motor Vehicle Fuel Tax Law: suspension of tax – OPPOSE
- Senate Bill (SB) 32 (Jones): Motor Vehicle Fuel Tax: greenhouse gas reduction programs: suspension – OPPOSE
- SBx1 1 (Jones): Motor Vehicle Fuel Tax: greenhouse gas reduction programs: suspension – OPPOSE
- SB 670 (Allen): Vehicle Miles Traveled – OPPOSE
- SB 304 (Laird): Monterey-Salinas Transit District: public contracting – SUPPORT
- SB 617 (Newman): Public contracts: regional transportation agencies: design-build procurement – SUPPORT

- SB 825 (Limon): Local government: public broadband services – SUPPORT

Paul Schlesinger, Agency federal legislative analyst, noted that it is going to be an interesting two years in light of the turnover of the House, and that we have a new Congressional Representative, Zoe Lofgren. He noted that appropriations funding allocation requests are due soon to senators and congressional representatives.

Gus Khouri, Agency state legislative analyst, presented the draft state bill list. He noted that the legislature introduced 2,600 bills, but the list of bills of interest to the Agency was only 23 bills so far, many of which are spot bills. He noted that two legislators are proposing to suspend the gas tax, the fund source for most transportation programs.

## **5. TAMC BOARD DRAFT AGENDA**

Executive Director Todd Muck reviewed the draft regular and consent agenda for the TAMC Board meeting of March 22, 2023. Director Muck announced that the meeting will be held in person with a hybrid option, located at the Monterey County Government Center, Cinnamon Room, 1441 Schilling Place, Salinas. After Executive Committee discussion, directions were provided to staff to place the following items for consideration on the regular agenda:

- Salinas Valley Safe Routes to School Plan and Participatory Budgeting
- 2023 Programming Guidelines & Competitive Grants
- Highway 1 Elkhorn Slough Resiliency Project

## **6. ANNOUNCEMENTS**

None this month.

## **7. ADJOURNMENT**

Chair LeBarre adjourned the meeting at 9:51 a.m.



## Memorandum

**To:** Board of Directors  
**From:** Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board  
**Meeting Date:** March 22, 2023  
**Subject:** Correspondence

### **RECOMMENDED ACTION:**

RECEIVE correspondence to and from TAMC for the month of March 2023.

### **WEB ATTACHMENTS:**

- [February 21, 2023 Letter to The Honorable Pete Buttigieg Office of the Secretary of Transportation, United States Department of Transportation regarding: Support for Monterey-Salinas Transit District SURF! Busway and Bus Rapid Transit Project from TAMC Executive Director Todd Muck.](#)
- [February 22, 2023, Letter to TAMC Board of Directors regarding: SURF! Busway-Measure X Funding Agreement Amendment from Michael Salerno, Spokesman, Keep Fort Ord Wild.](#)
- [February 28, 2023, letter to Dana Cleary, Director of Real Estate Development, CHI SPA, Inc., regarding: Regional Development Impact Fees for Mill Ranch Apartments from TAMC Executive Director Todd Muck.](#)
- [March 2, 2023, Letter to Maura Twomey, AMBAG Executive Director Regarding: support for the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency \(Monterey Bay EV CAR\) Framework from TAMC Executive Director Todd Muck.](#)
- [March 3, 2023, Letters to The Honorable U.S. Senators Feinstein and Padilla; and The Honorable U.S. Congressmembers Lofgren & Panetta Regarding: support for the Pajaro to Prunedale G12 Corridor Project from TAMC Executive Director Todd Muck.](#)
- [Letters of support for the Pajaro to Prunedale G12 Corridor Project.](#)
- [March 14, 2023, Letter to Ms. Margaretta Veltri, Low-No/Bus Grant Program Manager, Federal Transit Administration regarding: Monterey-Salinas Transit District's Submission to FTA's FY 2023 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program from TAMC Executive Director Todd Muck.](#)
- [March 14, 2023, Letter to The Honorable Nancy Skinner, Josh Becker, Brian Dahle, Phillip Ting, Steve Bennett, and Vince Fong regarding: Support for Streets and Highways Code \(SHC\) Section 114.5 from TAMC Executive Director Todd Muck.](#)
- [March 14, 2023, Letter to Carl Sedoryk, MST General Manager/CEO regarding: Support for Monterey-Salinas Transit District's Application to the 5311\(f\) Grant Program to Reinstate the Line 59 from Salinas to Gilroy from TAMC Executive Director Todd Muck.](#)
- [Letters of Support for the Monterey County Coastal Transportation Vulnerability Assessment.](#)
- [Letters of Support for North Monterey County Safe Routes to School Plan Grant Support.](#)