



Regional Transportation Planning Agency - Local Transportation Commission
Monterey County Service Authority for Freeways & Expressways
Monterey County Regional Development Impact Fee Joint Powers Agency
Email: info@tamcmonterey.org

BOARD OF DIRECTORS

Wednesday, April 22, 2020

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

REMOTE CONFERENCING ONLY

*There will be NO physical location of the meeting.
Please see all the special meeting instructions at the end of the agenda.*

Join Zoom Meeting online at: <https://zoom.us/j/446951513>

OR

Via Zoom app: Meeting ID: 446 951 513

OR

By teleconference at: +1 669 900 6833, Code: 446 951 513

*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.

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 Measure X Second Year Audit results and the Measure X Annual Report.

- Wright/Getzelman

One of the responsibilities of the Measure X Citizen Oversight Committee is to conduct independent audits of the revenues and expenditure of Measure X funds and to prepare & present annual reports regarding the administration of the program. The audit subcommittee of the Measure X Citizens Oversight Committee conducted the second year audit, prepared the annual report and will present their findings to the Board of Directors.

5. **RECEIVE** presentation on Agency activities related to shelter-in-place orders to contain COVID-19 transmission and estimated impacts to Measure X revenue.

-Muck

Since March 16, Agency staff has been largely working remotely on Agency projects and programs. Staff has remained focused on coordinating with local and state partners to limit delays to regional infrastructure projects.

6. **Salinas Rail Extension Kick Start Project Final Design:**

1. **RECEIVE** presentation;
2. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with HDR Engineering, subject to approval by Agency Counsel and the Independent Office of Audits and Investigations, in an amount not to exceed \$3,189,130, to provide final design services for the Salinas Rail Extension Kick Start Project, for the three-year period ending June 30, 2023;
3. **APPROVE** the use of state funds budgeted to this project; and
4. **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.

- Watson

TAMC released a Request for Proposals for the Salinas Rail Extension Kick-Start Project Final Design for Packages 2 and 3 in December 2019. Two proposals were

submitted by the deadline of January 16, 2020. Based on the proposals and interviews, the review team recommends selecting HDR Engineering for this work.

- 7. RECEIVE** reports from Transportation Providers:
 - Caltrans Director's Report and Project Update- Gubbins
 - 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. PUBLIC COMMENT** on the Closed Session;

CLOSED SESSION:

Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

1. TAMC v. Rodney Karl Neubert and Susan Greco-Neubert, et al., Court Number 20CV000457
2. TAMC v. The Baillie Family Limited Partnership, et al., Court Number 20CV000455
3. TAMC v. Joyce M. Selby and Cheryl Latimer, et al., Court Number 20CV000456

RECONVENE in open session and report any actions taken.

- Zeller

12. ADJOURN

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 draft minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways and the Monterey Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of March 25, 2020.

- Rodriguez

- 3. 1.2 ACCEPT** the list of checks written for March 2020 and credit card statement for the month of February 2020.

- 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 RECEIVE** list of contracts awarded under \$50,000.

- Goel

The list of contracts awarded by the Transportation Agency for Monterey County for services under \$50,000 approved by the Executive Director is submitted each month in accordance with the Agency's Procurement Policies to keep the Board informed.

3. 1.4 Monterey Branch Line Lease Agreement

1. **APPROVE** Settlement Agreement with 5GO LLC and Peter E. Blackstock for back due rent;
2. **APPROVE** Lease with SFT Real Estate LLC; and
3. **AUTHORIZE** the Executive Director to sign the settlement agreement and new lease.

- Muck

Board approval is necessary to execute leases. The settlement agreement resolves back due rent from the current lessor before the new lease starts. The new lease allows the Agency to continue to collect the market rate rent for this section of the Monterey Branch Line Property.

BICYCLE, PEDESTRIAN, TRANSIT, and SOCIAL SERVICES - No items this month

PLANNING

- 3. 3.1 RECEIVE** update on legislative activities and **ADOPT** positions on legislation.

- Watson

The Executive Committee reviewed the updated draft bill list and update on state and federal legislative activities on April 1, 2020 and recommended positions as indicated on the list.

- 3. 3.2 APPROVE** Resolution 2020-05 authorizing the Executive Director to execute an agreement with the Fort Ord Reuse Authority and the City of Marina for the Transportation Agency to receive bond proceeds for the removal of Agency-owned buildings on the former Fort Ord.

- Zeller

The Fort Ord Reuse Authority (FORA) is preparing to issue debt against its statutory share of property tax revenue to fund the demolition of buildings within the former Fort Ord. The proposed bond issuance offers an important opportunity for the Transportation Agency to incur significant savings in the creation of a planned transit-oriented development on the property. The City of Marina is proposed to administer the bond program upon the sunset of FORA.

PROJECT DELIVERY and PROGRAMMING

- 3. 4.1 APPROVE** the 2020 Transportation Agency Master State and Federal Funding Agreement for release to local agencies, pending Counsel approval.

- Zeller

The Transportation Agency Master Funding Agreement memorializes conditions and requirements for local agencies to use state funds passed through by the Transportation Agency for Monterey County. Each agency receiving Regional Surface Transportation Program, Regional Development Impact Fee, and Transportation Development Act 2% funds will be required to enter into a master agreement.

- 3. 4.2 Call Box Maintenance and Improvements Request for Proposals:**

1. **APPROVE** the scope of work for the request for proposals for call box maintenance and improvements, subject to counsel approval;
2. **AUTHORIZE** staff to publish the request for proposals and return to the

Board of Directors with a recommendation for approval of a consultant, including the final scope of work;

3. **APPROVE** the use of Service Authority for Freeways and Expressways funds for call box maintenance and improvements; and
4. **AUTHORIZE** the Executive Director to take such further actions as may be necessary to fulfill the intent of the program, including modifications that do not significantly alter the scope of work.

- Williamson

The Agency's current contract for call box maintenance and improvement services expires on June 30, 2020. Staff is attempting to utilize a state contractor for this work, but that has not been confirmed. This action will allow staff to issue a separate request for proposals for the work.

RAIL PROGRAM

3. 5.1 Salinas Rail Project - HDR Engineering Contract Amendment #7:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #7 with HDR Engineering Inc., subject to approval by Agency Counsel, to reallocate the existing budget without exceeding the previously approved budget for design of Package 1 at the Salinas train station;
2. **AUTHORIZE** the use of state 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.

- Watson

The Salinas Rail Extension Kick Start Project is in the final design phase. HDR Engineering, Inc. was originally hired for this work in June 2014 after a formal Request for Proposals process. The contract now needs to be amended to reallocate the budget to close out completed tasks and put the remaining funds into the three tasks that are continuing until the end of the contract in December 2020: project management, design support during construction, and as-built plans.

REGIONAL DEVELOPMENT IMPACT FEE - No items this month

COMMITTEE MINUTES and CORRESPONDENCE

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

- Executive Committee - draft minutes of April 1, 2020
- Rail Policy Committee - no meeting this month

- [Bicycle and Pedestrian Facilities Advisory Committee](#) - no meeting this month
- [Technical Advisory Committee](#) - no meeting this month
- Excellent Transportation Oversight Committee -draft minutes of February 18, 2020

- Rodriguez

3. 7.2 RECEIVE correspondence to and from TAMC for the month of April 2020.

- Rodriguez

END OF CONSENT AGENDA

ANNOUNCEMENTS

Next Transportation Agency for Monterey County meeting will be on
Wednesday, May 27, 2020

Important Meeting Information

Remote Meetings: On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health. The public is strongly encouraged to use the Zoom app for best reception. Prior to the meeting, participants should download the Zoom app at: <https://zoom.us/download>. A link to simplified instruction for the use of the Zoom app is: <https://blog.zoom.us/wordpress/2018/07/03/video-communications-best-practice-guide/>.

Remote Meeting Public Comment: Due to current circumstances, there may be limited opportunity to provide verbal comments during the meeting. 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@tamcmonterey.org by 5:00pm the Monday before the meeting. Such comments will be distributed to the Board 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
Office is closed an all employees are working remotely until further notice
TEL: 831-775-0903
EMAIL: 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.

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.



Memorandum

To: Board of Directors
From: Theresa Wright, Community Outreach Coordinator
Meeting Date: April 22, 2020
Subject: Measure X Second Year Audit Results

RECOMMENDED ACTION:

RECEIVE presentation on the Measure X Second Year Audit results and the Measure X Annual Report.

SUMMARY:

One of the responsibilities of the Measure X Citizen Oversight Committee is to conduct independent audits of the revenues and expenditure of Measure X funds and to prepare & present annual reports regarding the administration of the program. The audit subcommittee of the Measure X Citizens Oversight Committee conducted the second year audit, prepared the annual report and will present their findings to the Board of Directors.

FINANCIAL IMPACT:

Measure X is estimated to generate \$600 million over 30 years for transportation improvements in Monterey County. Of that amount, \$360 million (60%) will be distributed to the cities and the County for local projects, while the remaining \$240 million (40%) programmed to regional safety and mobility projects.

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 nominated by the Transportation Agency Board of Directors to assure that a broad range of geographic and stakeholder interests are represented on the committee.

The duties of the Committee as defined in the Policies & Project Descriptions for the Transportation Safety & Investment Plan are as follows:

- Conduct independent audits to assure that funds are being expended in accordance with requirements of the Transportation Safety & Investment Plan;
- Review and make recommendations on any proposed changes to the plan, prior to the Transportation Agency Board consideration;
- Review and comment on project delivery schedules as represented in the Strategic Expenditure Plan and make recommendations to the Transportation Agency on any proposals for changing project delivery prioritize; and,
- Prepare annual reports regarding the administration of the program, to be presented to the Transportation Agency Board of Directors and available for public review.

In accordance, the Measure X Citizen Oversight Committee established a subcommittee on January 15, 2019 to conduct the second independent audit of the revenues and expenditure of Measure X funds. The duties of the

subcommittee were to conduct the audit, report their findings to the full committee and to prepare the Measure X Annual Report. The committee is also required to present their findings and the Measure X Annual Report to the TAMC Board of Directors; and to make their report available to the public.

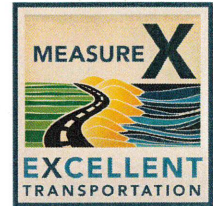
On October 15, 2019, the Measure X Citizens Oversight Committee elected Chair Getzelman to serve as Chair of the audit subcommittee. The subcommittee conducted the independent audit in January and February of 2020 and prepared the Measure X Annual Report. This presentation provides the results of the subcommittee's audit and the Measure X Annual Report.

ATTACHMENTS:

- Measure X Second Year Audit Report

Measure X Citizens Oversight Committee

The committee continues to be engaged in their duties to ensure Measure X funds are spent according to the terms of the Investment Plan. The public is encouraged to attend their quarterly meetings, to listen to presentations and discussions, and make comments on agenda items. The first Measure X Annual Audit and Compliance Report was released in 2017 and their third audit is included in this annual report.



To the Residents of Monterey County

On November 8, 2016, voters of Monterey County passed Measure X to help pay for regional and local transportation projects and programs intended to make our transportation system better and our roads safer.

The 20-member Citizen Oversight Committee, appointed by the TAMC Board of Directors to represent our diverse community, is responsible for ensuring that Measure X funds are distributed and spent according to the rules established by the ballot measure. The Oversight Committee meets four times annually, fulfilling their role to:

- Review and recommend plan changes, project delivery and program priorities
- Review the annual audit of Measure X conducted by TAMC's Certified Public Accountants
- Confirm funds were spent in compliance with the Transportation Safety and Investment Plan
- Provide an Annual report to the TAMC Board of Directors and the community

2018-2019 Compliance Performance

Pursuant to authorization by the TAMC Board of Directors, the Chairman of the Oversight Committee, in a letter dated December 6, 2019, reminded local municipalities about the importance of fulfilling the conditions of their funding agreement. The letter further stated that if a jurisdiction is found to be out of compliance, either because of the willful misuse of Measure X funds or failure to provide required reports and audits in a timely manner, the Oversight Committee will recommend that the TAMC Board of Directors suspend further distribution of Measure X funds until the jurisdiction repays the misused funding or provides evidence that it is in full compliance with its funding agreement.

The following table illustrates the amount of funds received by each jurisdiction and their compliance with reporting requirements. All of the jurisdictions, with the exception of Greenfield, submitted their complete reports by the December 31, 2019 deadline.

City/ County	Funds Received	Reports Submitted on Time?	Annual Compliance Report	Maintenance of Effort	5-Year Program of Projects	Independent Financial Audit	Pavement Condition Report
Monterey County	\$7,874,149	Yes	Yes	Yes	Yes	Yes	Yes
Carmel-by-the-Sea	\$213,999	Yes	Yes	Yes	Yes	Yes	Yes
Del Rey Oaks	\$77,950	Yes	Yes	Yes	Yes	Yes	Yes
Gonzales	\$217,496	Yes	Yes	Yes	Yes	Yes	Yes
Greenfield	\$466,264	No	Late	Late	Late	Late	Late
King City	\$424,371	Yes	Yes	Yes	Yes	Yes	Yes
Marina	\$732,675	Yes	Yes	Yes	Yes	Yes	Yes
Monterey	\$1,122,588	Yes	Yes	Yes	Yes	Yes	Yes
Pacific Grove	\$609,434	Yes	Yes	Yes*	Yes	Yes	Yes
Salinas	\$4,639,064	Yes	Yes*	Yes	Yes	Yes	Yes
Sand City	\$30,830	Yes	Yes	Yes	Yes	Yes	Yes
Seaside	\$1,101,253	Yes	Yes	Yes	Yes	Yes	Yes
Soledad	\$622,048	Yes	Yes	Yes	Yes	Yes	Yes
Total Local Agencies	\$18,132,120	1 Late	1 Late	1 Late	1 Late	1 Late	1 Late

*Due to unanticipated project delays, the City of Pacific Grove did not make enough project expenditures to count towards their Maintenance of Effort requirement.

*In the case of the City of Salinas, their annual report indicated that Measure X funds were spent on a project that the Transportation Agency had previously determined was ineligible.

In both instances, the cities have repaid the funds to their Measure X accounts from non-Measure X sources as remediation and are currently in compliance.

The Committee's goal is to have 100% on-time annual compliance from each jurisdiction. When this objective is achieved, every row and every column of this Compliance Report will read "yes."

Moving Forward

Our goal remains to have full on-time compliance with the Measure X directives and to this end, the Oversight Committee will continue to insist that all jurisdictions work diligently to meet Measure X reporting directives on time, every time. In addition, the Committee encourages voters to stay engaged with their Mayors and City Council members as they make decisions for spending Measure X funds on street and local road safety, repair and maintenance. When you have an opinion or concern, make certain your voice is heard.

Respectfully,

Paula Getzelman, 2019-20 Chair
 Measure X Citizens Oversight Committee
 Transportation Agency for Monterey County (TAMC)



Memorandum

To: Board of Directors
From: Todd Muck, Deputy Executive Director
Meeting Date: April 22, 2020
Subject: Update on the Impact of COVID-19 on Agency Activities and Finances

RECOMMENDED ACTION:

RECEIVE presentation on Agency activities related to shelter-in-place orders to contain COVID-19 transmission and estimated impacts to Measure X revenue.

SUMMARY:

Since March 16, Agency staff has been largely working remotely on Agency projects and programs. Staff has remained focused on coordinating with local and state partners to limit delays to regional infrastructure projects.

FINANCIAL IMPACT:

Due to the shelter-in-place order, sales of many taxable goods have declined. As a result, according to initial estimates from TAMC's consultant, HdL Companies, Measure X sales tax revenues will decline below prior projections across at least the next three fiscal years (current year plus two). The projected result is a 22.7% decline from 2018/19 to 2019/20. In 2020/21 revenues are expected to show a modest increase of 3.1%, and in 2021/22 a growth of 7.1% over the prior year. However, annual revenues will still be below original projections for all three years.

Prior to Monterey County voters adopting Measure X in November 2016, revenues were conservatively estimated to be \$20 million per year. Actual revenues have been higher, with 2018/19 receipts (the second full year of Measure X receipts) totaling \$30.9 million. Following the estimated percentage changes noted above, net Measure X revenues will drop to \$23.9 million in 2019/20, rise to \$24.7 million in 20/21, then increase to \$26.4 million in 21/22. These figures are approximately \$10 million to \$11 million below last year's projections, and are subject to change as the full implications of the COVID-19-related economic downturn are better understood. The attached charts, which were prepared and authorized for public distribution by HdL Companies, show further details.

Statewide, fuel tax revenues, the primary source of funding for state transportation programs, have also fallen. This drop in revenues could delay the Agency's ability to fund and deliver projects. The extent of this financial impact to SB 1 funding programs and the State Transportation Improvement Program is not yet known. The next Measure X project slated to receive state funding is the Imjin widening project, which will seek an allocation of over \$20 million in August.

DISCUSSION:

In order to comply with Monterey County and State of California shelter-in-place orders, all Transportation Agency staff have been working remotely since March 16, except to complete essential financial activities. Staff have been able to work remotely utilizing virtual private network (VPN) connections to their office computers and/or using internet based productivity applications. Working remotely has been facilitated by the Agency's recent transition from

an in-office computer server to cloud-based file storage and data back up. Agency staff has been working with vendors to shift from paper invoices and payment checks to digital invoices and electronic fund transfer payments. TAMC was also one of the first government agencies to hold a video public meeting and has provided advice and assistance to others, including Monterey-Salinas Transit and the Fort Ord Reuse Authority. Staff continues to refine these remote meeting techniques as experience with various software platforms, safeguards and public input strategies grows.

Agency staff have been providing its Go831 program clients sample telecommuting policies to support local businesses whose employees are now working at home. The Go831 and TAMC social media platforms have also been publishing tips and techniques supporting employers and employees in implementing home-based work.

Construction jobs must now be deemed essential in order to continue. While this only requires an agency declaration to do so, many jobs cannot be considered essential. The Salinas Rail Station project will halt after Stage 1, when the work on public streets will be completed. The remaining work within the rail station project area (Stage 2) will be delayed until the construction restrictions are lifted, for the safety of construction workers.

The Safe Routes to School program is working on creative ways to continue to deliver its program during the shelter-in-place orders. Agency staff is working with Ecology Action to develop techniques to teach on-line bicycle and pedestrian safety lessons - particularly timely since walking and bicycling for exercise has increased. The Salinas Safe Routes to School project and the Every Child safety education projects are impacted by County of Monterey Health Department staff being transferred to address the County's COVID-19 response. Staff is working out which components of these programs can proceed within the shelter-in-place guidelines.

Agency staff have been working closely with project sponsors and state regulatory agencies to address potential project delays due to the COVID-19 crisis. There are external risks to project schedules, such as the possibility that the shortened state legislative session could delay consideration of SB 1231 (Monning). This TAMC-sponsored legislation will allow the mitigation of potential impacts to the Santa Cruz Long-Toed Salamander habitat resulting from the State Route 156-Castroville Boulevard Interchange project. Staff has recently received word that this legislation is one of three bills that Senator Monning will continue to carry forward as time-sensitive. Otherwise, the SR 156 project is still on schedule to be ready for construction in 2022.

The US 101 - South of Salinas project study was in the middle of a broad public outreach effort, which is now being reframed. The team has already held a video meeting with the US 101 South of Salinas Traffic Safety Alliance, and are working to schedule video meetings with other stakeholder groups. In person outreach to harder-to-reach populations will be deferred until after the pandemic passes. Traffic counts for the study's technical analysis are postponed until traffic returns to normal conditions, hopefully in the fall.

The California Transportation Commission is considering relaxing some of its timely use of funds requirements to take into account any project delays caused by the shelter-in-place order. They are also considering delaying the due date for the Active Transportation Program grant applications, currently scheduled for mid-June.

While Measure X monies are forecast to be significantly less over the next three years, the program's existing fund balance along with new revenues will allow the Measure X program of projects to stay on track to meet programmed local match requirements for the next four years. That said, the anticipated loss of gas tax revenues will have a definite impact on the ability to deliver Measure X projects, unless the State Transportation Improvement Program (STIP) and the various SB 1 programs are back-filled with a state or federal stimulus package.

The impact on TAMC's operating budget is currently being assessed and will be reported on when the final Agency budget is brought forward for adoption in May.

ATTACHMENTS:

- ▣ Measure X Revised Revenue Estimate
- ▣ Measure X Revised Quarterly Cash Flow Estimate



COUNTY OF MONTEREY MEASURE X

3 YEAR TRANSACTIONS AND USE TAX BUDGET ESTIMATE

Industry Group	FY 2018-19	FY 2019-20		FY 2020-21		FY 2021-22	
	Actuals	Projection	%	Projection	%	Projection	%
Autos & Transportation	5,026,114	4,038,152	-19.7%	3,766,495	-6.7%	4,105,479	9.0%
Building & Construction	2,717,470	2,366,356	-12.9%	2,351,451	-0.6%	2,469,023	5.0%
Business & Industry	6,627,750	5,040,470	-23.9%	4,639,638	-8.0%	4,871,620	5.0%
Food & Drugs	1,695,161	1,646,658	-2.9%	1,672,388	1.6%	1,705,835	2.0%
Fuel & Service Stations	3,484,070	2,673,812	-23.3%	2,458,199	-8.1%	2,826,929	15.0%
General Consumer Goods	6,714,664	5,875,805	-12.5%	5,448,306	-7.3%	6,537,967	20.0%
Restaurants & Hotels	5,028,404	3,742,609	-25.6%	3,253,807	-13.1%	4,229,948	30.0%
Transfers & Unidentified	111,727	(1,099,022)	*. *%	1,468,395	- N/A -	83,395	-94.3%
Total	31,405,360	24,284,839	-22.7%	25,058,677	3.2%	26,830,197	7.1%
Administration Cost	(492,070)	(339,543)		(363,351)		(389,038)	
Total	30,913,290	23,945,296	-22.5%	24,695,326	3.1%	26,441,159	7.1%
Pre Advance for 3Q18	(452,300)						
With Accrual	30,460,990	23,945,296	-21.4%	24,695,326	3.1%	26,441,159	7.1%

*Estimate is on an accrual basis (allocations for sales through June)

Note: The projections assume a recessionary state resulting from the Covid-19 pandemic. HdL's consensus forecast released in April, 2020 modeled sales tax impacts based on our analysis of previous recessions plus reviews of industry, economic and news reports. This forecast will be re-evaluated as more information becomes available. Business-level tax data from the state reflecting the onset of the crisis in the first quarter of 2020 will become available at the end of May while data from the quarter ending June 2020 will be available in August. The forecast assumes that \$1,385,000 from the quarter ending March 2020 will be deferred into the following fiscal year. That amount has been deducted from the FY 2019-20 estimate and added to FY 2020-21's estimate.

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HdL COUNTY OF MONTEREY MEASURE X

SALES TAX ALLOCATION CASH PROJECTIONS

	Payment Month	ACTUAL		FORECAST *	
		Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2019-20	Fiscal Year 2020-21
1st Advance	June	\$ 2,074,240	\$ 2,523,114	\$ 2,523,114	\$ 722,700
2nd Advance	July	2,301,304	2,801,662	2,801,662	722,700
Clean Up	August	1,571,392	2,351,913	2,351,913	1,192,281
2nd Quarter Allocation		5,946,936	7,676,689	7,676,689	2,637,681
Pre Advance	August	452,300	-	-	-
1st Advance	September	2,567,631	2,628,360	2,628,360	1,656,300
2nd Advance	October	3,290,159	3,058,268	3,058,268	1,656,300
Clean Up	November	2,590,387	2,449,254	2,449,254	2,732,927
3rd Quarter Allocation		8,900,477	8,135,881	8,135,881	6,045,527
1st Advance	December	2,554,003	2,387,516	2,387,516	1,852,900
2nd Advance	January	2,425,302	2,306,069	2,306,069	1,852,900
Clean Up	February	2,520,084	3,158,220	3,158,220	3,057,412
4th Quarter Allocation		7,499,389	7,851,805	7,851,805	6,763,212
1st Advance	March	2,703,203	1,950,933	1,950,933	1,429,700
2nd Advance	April	2,294,077	-	1,950,933	1,429,700
Clean Up	May	1,839,455	-	1,418,063	2,359,095
1st Quarter Allocation		6,836,735	1,950,933	5,319,929	5,218,495
1st Advance	June	2,523,114	-	722,700	1,826,900
2nd Advance	July	2,801,662	-	722,700	1,826,900
Clean Up	August	2,351,913	-	1,192,281	3,014,292
2nd Quarter Allocation		7,676,689	-	2,637,681	6,668,092
Fiscal Year Reconciliation					
Accrual		\$ 30,460,990	\$ 17,938,619	\$ 23,945,296	\$ 24,695,326

* Based on budget prepared 04/17/20 by Wyn



Memorandum

To: Board of Directors
From: Christina Watson, Principal Transportation Planner
Meeting Date: April 22, 2020
Subject: Salinas Rail Package 2 & 3 Design Contract

RECOMMENDED ACTION:

Salinas Rail Extension Kick Start Project Final Design:

1. **RECEIVE** presentation;
2. **APPROVE** and **AUTHORIZE** the Executive Director to execute a contract with HDR Engineering, subject to approval by Agency Counsel and the Independent Office of Audits and Investigations, in an amount not to exceed \$3,189,130, to provide final design services for the Salinas Rail Extension Kick Start Project, for the three-year period ending June 30, 2023;
3. **APPROVE** the use of state funds budgeted to this project; and
4. **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:

TAMC released a Request for Proposals for the Salinas Rail Extension Kick-Start Project Final Design for Packages 2 and 3 in December 2019. Two proposals were submitted by the deadline of January 16, 2020. Based on the proposals and interviews, the review team recommends selecting HDR Engineering for this work.

FINANCIAL IMPACT:

The contract budget is not to exceed \$3,189,130. The design tasks will be funded through secured allocations of state Traffic Congestion Relief Program funds, and the optional task of design support during construction will be paid for through a future allocation of State Transportation Improvement Program and/or Transit and Intercity Rail Capital Program construction funds awarded to this project.

DISCUSSION:

TAMC has been planning the extension of rail service to Monterey County (the “Monterey County Rail Extension Project”) for over two decades. In that time, TAMC has completed a state-required Project Study Report and certified an Environmental Impact Report to comply with the California Environmental Quality Act. Using state funding, TAMC has performed the planning, due diligence environmental review, and design for the project. This contract is for the preparation of final design Plans, Specifications & Estimates of a new layover facility in Salinas (Package 2) and track access improvements at the Gilroy station in Santa Clara County (Package 3). This contract includes design support during construction as an optional task to be activated upon allocation of funding for construction.

Package 1, access and circulation improvements at the Salinas train station, is anticipated to finish construction in 2020. Package 2, a train layover facility in Salinas, and Package 3, track improvements at the Gilroy station, are at the

75% design stage. Final design and design support during construction are anticipated to take approximately three years to complete, starting in Spring 2020 and being completed by June 30, 2023. **Attached online** are a draft scope of work and schedule.

WEB ATTACHMENTS:

- [Draft Scope of Work](#)
- [Draft Contract Schedule](#)



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS									
	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1.	Highway 1 EFA Contract #05A2172 (1K580)	Carmel Highlands (PM 69.6)	Replace Culverts and Repair Pavement	Summer 2019 - Spring 2020	\$750,000	SHOPP	Berkeley Lindt (RS)	Granite Construction Company of Watsonville, CA	Phase 1 and 2 complete. Phase 3 to complete by the end of April.
2.	Highway 1 Mon/SCr Roadside Safety (1C980)	In Mon. and SCr Counties, from just south of Salinas Rd. OC in Mon. Co. to just north of Larking Valley Rd. in SCr Co.	Construct Maintenance Vehicle Pull Outs, Repairing Guardrail, Improving Gate Access and Relocating Irrigation Equipment	Fall 2019—2021	\$4.3 million	SHOPP	Carla Yu (IN)	A. Teichert & Sons Inc. of Sacramento, CA	Construction began March 2020
3.	North District Crosswalk Enhancements (1G760)	Various locations throughout Monterey and Santa Cruz (SRs 1, 9, 68, 129, 152, 183)	Electrical/ Signs/ Flashing Beacons/ Markings/ Pavements	Spring/Summer 2020	\$1,000,000	Minor	Ken Dostalek/Mike Lew (BB)	Alfaro Communications Construction Inc., Compton, CA	Bids opened on 3/19/20. Project awarded on 4/3/20. Project has possible 150-day lead time for fabrication of <i>Modified Type 15 FBS Standards</i> , for mounting flashing beacons.
4.	Highway 68 Pacific Grove Shoulder Widening (1C250)	Pacific Grove to Scenic Drive (PM 1.6/L4.0)	Shoulder widening, rumble strips, guardrail	Summer 2019—Spring 2021	\$3.6 million	SHOPP	Carla Yu (RJ)	Granite Construction Company Watsonville, CA	Construction started July 30, 2019.
5.	ZEV Project (1J040)	Camp Roberts Safety Roadside Rest Areas (PM R2.9/R5.3)	Transportation infrastructure improvement for zero-emission vehicle charging.	March 2020	\$1.2 million	SHOPP	Aaron Henkel (AN)	PS&E/RW	Construction began at the NB and SB Camp Roberts rest areas on March 16, 2020. New parking areas for charging stations have been excavated and irrigation modification have begun.
6.	US 101 Paris Valley 2R Rehab (1F740)	Near King City south of Paris Valley Road overcrossing to Rancho undercrossing (PM R28.0/R30.6)	Pavement rehabilitation	Summer 2019 - Winter 2020	\$26.9 million	SHOPP	Aaron Henkel (AN)	Papich Construction Company	Construction is ongoing – Traffic switch occurred February 10 th and 11 th , 2020 and reconstruction of the #2 lane and outside shoulder has begun.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

CONSTRUCTION PROJECTS

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
7.	US 101 King City Combined Projects (1F75U4)	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	Spring 2019— Summer 2023	\$77.7 million	SHOPP	Aaron Henkel (TLang)	OHL, USA, Irvine, CA	Construction underway. Lanes have been reduced to 1 lane each direction from Wildhorse Rd to 1 st Street.
8.	US 101 Salinas CAPM (1F700)	North of Gonzales to East Market Street (PM 73.8/87.3)	Pavement preservation	Summer 2019- Fall 2020	\$24.1 million	SHOPP	David Silberberger (TL)	PS&E/RW	The project is in construction. Target project completion is October 2020.
9.	US 101 Mon 101 Transportation Management System (0N200)	Near Salinas north of the Airport Blvd south of the San Miguel Canyon (86.0/95.8)	Construct Transportation Management System	Winter 2019/20-Fall 2020	\$1 million	SHOPP	David Silberberger (BR)	PS&E/RW	Construction in Winter suspension until April 2020. Estimated completion is December 2020.
10.	US 101 Salinas Rehabilitation (1C890)	East Market Street overcrossing to just south of Russell/Espinosa Road (PM 87.31/R91.5)	Roadway rehabilitation	Spring 2019 – Summer 2021	\$37 million	SHOPP	Aaron Henkel (TL)	Granite Rock Company, Watsonville, CA	Construction is on-going, with primarily overnight work. Ramp reconstruction work is ongoing as well.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
11.	TMS Detection Repair (1H990)	Various locations throughout District 5 (SRs 1, 17, 68, 156, 101) (PM Various)	Replace failed TMS Detection	Winter 2020	\$3 million	SB1 SHOPP	Brandy Rider/Amy Donatello	PS&E/RW	Project in final design, on schedule.
12.	Highway 1 Replace Culvert Near Limekiln Creek (0Q500)	Near Lucia south of Limekiln Bridge (PM 20.4)	Replace culvert and repair erosion	Summer/Fall 2020	\$850,000	SHOPP	Ken Dostalek/Carla Yu	PS&E	Project was RTL on 3/10/20. Project expected to be voted at 6/25/20 CTC meeting.
13.	Highway 1 Orient Express Tieback Wall (1K010)	Near Lucia south of Big Creek Bridge (27.5/27.7)	Construct tieback wall, restore roadway and facilities, place Water Pollution Control BMPs, and erosion control	Spring/Summer 2023	\$6.2 million	SHOPP	Ken Dostalek/Mike Lew	PA&ED	PA&ED: 9/1/20 PS&E: 1/2/22 RTL: 5/1/22 Begin Construction: 4/1/23
14.	Highway 1 Castro Canyon Bridge Rail Upgrade (1H490)	At Castro Canyon Bridge (PM 43.1)	Replace bridge rail	Spring/Summer 2023	\$1.6 million	SHOPP	Ken Dostalek/Aaron Henkel	PA&ED	PA&ED: 11/30/20 PS&E: 8/1/22 RTL: 1/3/23 Begin Construction: 8/24/23
15.	Mon-1 Culverts, Lights, and Loops (1K660)	Various locations from Castro Canyon Bridge to Fort Ord Bridge (PM 43.1/83.5)	Rehabilitate or replace 53 culverts, replace loops and lighting at 13 interchanges	Winter 2025	\$9.5 million	SHOPP	Ken Dostalek/Unassigned	PID	Project on hold while culvert rehabilitation program assets are being rightsized.
16.	Highway 1 Coastlands Wall Permanent Restoration (1M460)	Near Big Sur at 1.0 Miles south of Pfeiffer Canyon Bridge (PM -44.5/44.45)	Permanent Restoration/Tieback retaining wall	Spring/Summer 2023	\$2.1 million	SHOPP	Ken Dostalek/Mike Lew	PID	Approve PID: 4/15/20 RTL: 8/20/21 Begin Construction: 2/17/22



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
17.	Highway 1 Little Sur Retaining Wall (1K050)	Between Little Sur River and North of Big Sur (PM 55.9/55.9)	Construct earth retaining system	Fall 2022	\$5.4 million	SHOPP	Carla Yu	PA&ED	Project report completed March 2020, accelerated from Fall 2020. Design and Structures advancing the design to continue acceleration.
18.	Highway 1 Garrapata Creek Bridge Rail Replacement (1H800)	At Garrapata Creek Bridge (PM 62.97)	Bridge rail rehabilitation	Fall 2023	\$3 million	SHOPP	Carla Yu	PA&ED	Environmental studies are underway. Project is a “long lead” with a longer than normal environmental study period needed to develop a context sensitive solution for the bridge rail with historic structures.
19.	Highway 1 Garrapata Creek Bridge Rehab (1H460)	At Garrapata Creek Bridge (PM 63.0)	Electrochemical Chloride Extraction (ECE) of bridge structure	Spring 2023	\$10 million	SHOPP	Carla Yu	DESIGN	Project is in Design Phase.
20.	Highway 68 Hwy 68 Curve Correction (1J460)	Near Pacific Grove West of Community Hospital Entrance (PM 0/0)	Improve superelevation, widen shoulders, install rumble strip	Fall 2023	\$7 million	SHOPP	Aaron Henkel	PA&ED	Project is in Design.
21.	Highway 68 Route 68 Drainage Improvements (1J880)	From west of Sunset Dr to Toro Park (PM 0.2/15.7)	Drainage improvement, replace lighting, and install count stations	Winter 2024	\$5 million	SHOPP	David Silberberger	PID	Preliminary work has begun in regard to biological studies. PA&ED is set to begin in July 2020.
22.	Highway 68 Pacific Grove ADA Pathway (1H220)	From 17 Mile Drive to Congress Avenue (PM 0.5/0.8)	Provide accessible pathway	Winter 2022	\$0.75 million	SHOPP	Mike Lew	PS&E	Project is nearing 60% constructability review.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
23.	Highway 68 Pacific Grove CAPM (1H000)	From Forest Avenue to the SR 1/68 Junction (PM 1.1/L4.3)	Pavement preservation	Summer 2021	\$8 million	SHOPP	Carla Yu	DESIGN	Project is in Design Phase.
24.	US 101 Camp Roberts SRRRA Infrastructure Upgrade (1H020)	Northbound and southbound at the Camp Roberts Rest Area (PM R2.9/R5.3)	Safety roadside rest area infrastructure upgrade	Winter 2021	\$5.5 million	SHOPP	Barak Miles	PS&E/RW	Project Design is 98% complete. Ready to List(M460) is scheduled for May 20, 2020. Project scheduled to Advertise in early July of 2020.
25.	US 101 San Antonio River Bridge-Seismic Retrofit (1F820)	Near King City at the San Antonio River Bridge (PM R6.7)	Seismic retrofit 2 bridges	Winter 2021	\$6.3 million	SHOPP	Carla Yu	DESIGN	Project is in Design.
26.	US 101 North Soledad OH Deck Replacement (0F970)	North Soledad Bridge (PM 62.1/63.2)	Bridge deck rehabilitation	Fall 2022	\$6.6 million	SHOPP	Ken Dostalek/David Silberberger	PS&E/RW	Traffic handling plans being revised to reduce impacts to Route 101 traffic during construction. RTL: 11/2/21 Begin Construction: 9/1/22
27.	US 101 Monterey-San Benito Co Roadside Safety Improvements (1F900)	In Monterey and San Benito Counties North Gonzales to SCL Line (PM 73.0/96.8)	Roadside safety improvements	Fall 2020 - Spring 2021	\$4.5 million	SHOPP	Barak Miles	PS&E/RW	Design is 94% complete – Ready to List(M460) scheduled for May 2020. Project scheduled to advertise in July of 2020.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
28.	US 101 Spence Rd Acceleration Lane (1M760)	South of Salinas at Spence Rd (PM 81.03)	Extend NB acceleration lane	Winter 2024		MINOR	David Silberberger	PAED	This new Minor A project has just gotten underway. The initial focus of the team will be determining the project scope.
29.	US 101 Market Street Northbound On-ramp Improvements (1H050)	Near Salinas from East Market Street to South of Sherwood Drive (PM 87.4/87.8)	Roadway and Retaining Wall	Winter 2022-Fall 2023	\$4.7 million	SHOPP	David Silberberger	Design	The Design (PS&E) phase is now underway. Construction is scheduled to begin in Spring 2022.
30.	US 101 Prunedale Rehab (1H690)	Near Prunedale North of Boronda Road overcrossing to Monterey/San Benito County Line (PM R91.5/101.3)	Pavement rehabilitation	Winter 2022-Winter 2025	\$60 million	SB 1 SHOPP	David Silberberger	PA&ED	The environmental document is expected to be completed in August 2021.
31.	Highway 156 Castroville Overhead (0A090)	On SR 156 between the SR 183/156 separation and Castroville Boulevard (PM R1.1/R2.1)	Replace Bridge Railing	Spring 2021-Summer 2022	\$4.5 million	SHOPP	David Silberberger	PS&E/RW	Work continues on finalizing the Structures PS&E package. The Design Unit will then submit a final package to UPRR. Due to additional delays in the railroad process, the start date for construction has moved out to Spring of 2021.
32.	Highway 156 Castroville Boulevard Interchange (31601)	Castroville Boulevard and Highway 156 (R1.6/1.4)	Construct a new interchange	Fall 2022	\$44.3 million	STIP Measure X Federal Demo	David Silberberger	PS&E/RW	The Design Phase (PS&E) is well underway. The 30% design plans have been completed. The project team is also focusing on obtaining environmental permits from the CA Dept of Fish and Wildlife and the CA Coastal Commission.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE APRIL 22, 2020 TRANSPORTATION AGENCY FOR MONTEREY COUNTY AGENCY MEETING

PROJECTS IN DEVELOPMENT

	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
33.	Highway 183 Salinas to Castroville CAPM (1K430)	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	Winter 2023	\$5.1 million	SHOPP	Barak Miles	PID	The CTC will meet in June to approve The Design Phase (PA&ED) which is Scheduled to begin next FY, July 2020. Bio-Surveys has begun collected field data. PA&ED is scheduled to be completed 9/7/2021
34.	Highway 183 Castroville Improvement Project (1H650)	Community of Castroville from Del Monte Ave. to Washington St (PM R8.4/9.8)	Asset Management Pilot Project	Fall 2023-Summer 2025	\$16 million	SHOPP	David Silberberger	PA&ED	Work is underway on the environmental document which is expected to be completed in the Winter of 2021. The project team is looking at various ways of seeking feedback from the community.
35.	Highway 218 Seaside ADA (1H230)	From Del Monte Road to Fremont Boulevard (PM R0.2/L0.9)	ADA compliant pedestrian access	Spring 2022	\$1 million	SHOPP	Mike Lew	PS&E	The project is still in PS&E, about 50% complete.

ACRONYMS USED IN THIS REPORT:

ADA	Americans With Disabilities Act
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
TMS	Traffic Management System



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: April 22, 2020
Subject: **TAMC Board Draft Minutes of March 25, 2020**

RECOMMENDED ACTION:

APPROVE the draft minutes of the Transportation Agency for Monterey County, the Service Authority for Freeways and Expressways and the Monterey Regional Development Impact Fee Joint Powers Agency for Monterey County meeting of March 25, 2020.

ATTACHMENTS:

- ▣ TAMC Draft Minutes of March 25, 2020

TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)

SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS
 MONTEREY COUNTY REGIONAL DEVELOPMENT IMPACT FEE
 JOINT POWERS AGENCY

DRAFT MINUTES OF MARCH 25, 2020 TAMC BOARD MEETING

Via Zoom Meeting Video/Audio Conference Call

TAMC BOARD MEMBERS	APR 19	MAY 19	JUN 19	AUG 19	SEP 19	OCT 19	DEC 19	JAN 20	FEB 20	MAR 20
L. Alejo, Supr. Dist. 1, Chair (L. Gonzales; J. Gomez)	P(A)	P(A)	P(A)	P	P	P(A)	P(A)	P(A)	P(A)	P
J. Phillips, Supr. Dist. 2, (J. Stratton)	P(A)	P(A)	P	P	P	P	P	P	P	P(A)
C. Lopez, Supr. Dist. 3 County Rep (P. Barba)	P	P	P	P	P(A)	P	P(A)	P	P	P
J. Parker, Supr. Dist. 4 (W. Askew)	P(A)	P	P	P	P	P	P(A)	P	P(A)	P
M. Adams, Supr. Dist 5 2nd Vice Chair (Y. Anderson)	P(A)	P	P(A)	P	P	P	P(A)	P	P(A)	P
D. Potter, Carmel-by-the-Sea (J. Baron)	P	P	P	P	P	P	P	P	E	P
A. Kerr, Del Rey Oaks (P. Lintell)	P	P	P	P	P	P	P	P(A)	P	P
M. Orozco, Gonzales (L. Worthy)	P(A)	P	P	P	P	P	P(A)	P	P	P
A. Untalon, Greenfield (A. Tipton)	P(A)	P	P	P	P	P	E	P	E	P
M. LeBarre, King City, City Representative (C. DeLeon)	P	E	P	P	P	P	-	P	P	P
B. Delgado, Marina (F. O'Connell)	P	P	P	P	P	P(A)	-	P	P(A)	P
E. Smith, Monterey, 1st Vice Chair (A. Renny)	P	E	P	P	P	P	P	P	P	P
R. Huit, Pacific Grove, Past Chair (N. Smith , D. Gho)	P	P	P	P	P	P	P	P	P	P
S. Davis, Salinas (C. Cromones , J. Gunter)	P	P(A)	P	P(A)	P	P	-	P	-	P
Gregory Hawthorne, Sand City (J. Blackwelder)	P	P	P(A)	P	-	P	P(A)	P	-	-
I. Oglesby, Seaside (D. Pacheco)	P	P	P	P	-	-	-	P	P	P
A. Chavez, Soledad (F. Ledesma)	P	P	P	E	P	P	P	P	E	P
M. Twomey, AMBAG (H. Adamson; B. Patel , S. Vienna)	P(A)	P(A)	P(A)	P(A)	P(A)	P	-	P	P	P(A)
T. Gubbins, Caltrans, Dist. 5 (A. Loe, O. Monroy Ochoa , J. Olejnik , K. McClendon)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P(A)	P	P(A)
R. Stedman, Monterey Bay Air Resources District (A. Romero , D. Frisbey, A. Clymo)	P	P(A)	P	P	-	P(A)	-	P	P(A)	P
B. Sabo, Monterey Regional Airport District	P	P	P	P	P	-	P	P	P	P
C. Sedoryk, Monterey-Salinas Transit (L. Rheinheimer – Michelle Overmeyer)	P	-	P	P	P	P	P(A)	P(A)	P	P
T. Coffman-Gomez, Watsonville (L. Hurst)	-	P	-	P	E	P	E	P	-	-
E. Ochoa, CSUMB (A. Lewis , L. Samuels)	-	-	P(A)	P(A)	-	-	-	P	-	-

TAMC STAFF	APR 19	MAY 19	JUN 19	AUG 19	SEP 19	OCT 19	DEC 19	JAN 20	FEB 20	MAR 20
S. Castillo, Transportation Planner	E	P	P	P	P	P	P	P	P	P
D. Delfino, Finance Officer/Analyst	P	P	P	P	P	P	P	P	P	P
R. Deal, Principal Engineer	P	P	P	P	P	P	P	P	P	P
R. Goel, Dir. Finance & Administration	P	P	P	P	E	P	P	P	P	P
A. Green, Sr. Transportation Planner	P	E	P	P	P	P	P	P	P	P
D. Hale, Executive Director	P	P	P	P	P	P	P	P	P	P
M. Jacobsen, Transportation Planner				P	P	P	P	P	P	P
M. Montiel, Administrative Assistant	P	P	P	P	P	P	P	P	P	P
T. Muck, Deputy Executive Director	P	P	P	P	P	P	P	P	P	P
K. Reimann, Legal Counsel	P	P	P	P	P	P	P	P	P	P
E. Rodriguez, Clerk of the Board/ Senior Administrative Assistant	E	P	P	E	P	P	P	E	P	P
L. Terry, Accountant Assistant	E	E	E	E	E	E	P	E	E	P
C. Watson, Principal Trans. Planner	P	P	E	P	P	P	P	P	P	P
L. Williamson, Senior Trans. Engineer	P	P	P	P	P	P	P	P	P	P
T. Wright, Community Outreach	P	P	P	P	P	P	P	P	P	P
M. Zeller, Principal Trans. Planner	P	P	E	P	P	P	P	P	P	P

OTHERS PRESENT

Kevin Dayton Measure X Oversight Comm.
 Fred Watson FORTAG

1. CALL TO ORDER

Chair Alejo called the meeting to order at 9:00 a.m. Elouise Rodriguez, Senior Administrative Assistant confirmed a quorum was established. Board member Davis led the pledge of allegiance.

2. PUBLIC COMMENTS

None.

3. CONSENT AGENDA

M/S/C Delgado/LeBarre/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 February 26, 2020

- 3.1.3 Received report on conferences or trainings attended by agency staff.
- 3.1.4 Accepted the Agency's Financial Audit Reports for fiscal year ending June 30, 2019.
- 3.1.5 Received list of contracts awarded under \$50,000.

BICYCLE, PEDESTRIAN, TRANSIT and SOCIAL SERVICES

- 3.2.1 Approved Resolution 2020-04 designating the Transportation Agency's allocation of \$814,702 for FY 2019/20 Low Carbon Transit Operation funds to the Monterey-Salinas Transit District for free fares on the weekends on routes on the weekends on routes that serve disadvantaged communities in Salinas, free monthly youth passes, free fares for Hartnell College and Monterey Peninsula College students, and discounted hospitality group transit passes.

PLANNING

- 3.3.1 Received update on state legislative activities and adopted positions on legislation.
- 3.3.2 Regarding Graphic Design for Public Outreach and Marketing Materials:
 - 1. Approved Request for Qualifications (RFQ) for consultant graphic design work of the Transportation Agency's public outreach/marketing documents, subject to counsel approval;
 - 2. Authorized staff to publish the RFQ, and return to the Board of Directors with recommendation for approval of a consultant; and
 - 3. Approved the use of funds from the Agency's approved budget for this contract in an amount not-to-exceed \$90,000.

PROJECT DELIVERY and PROGRAMMING

- 3.4.1 Authorized the Executive Director to execute a contract amendment #1 with KNN Public Finance to continue providing Measure X financial advisory services through the period ending June 30, 2023.

RAIL PROGRAM

No Report this month.

REGIONAL DEVELOPMENT IMPACT FEE

- 3.6.1 No Report this month.

COMMITTEE MINUTES

- 3.7.1 Accept draft minutes from Transportation Agency committees:
 - Executive Committee –draft minutes of March 4, 2020
 - Rail Policy Committee – draft minutes of March 2, 2020
 - Bicycle and Pedestrian Committee – No meeting
 - Technical Advisory Committee – March 5, 2020
 - Excellent Transportation Oversight Committee (xTOC) – February 18, 2020
- 3.7.2 Received Transportation Agency for Monterey County correspondence for March 2020.

4. FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG) FINAL ENVIRONMENTAL DOCUMENT**M/S/C** LeBarre/Delgado/unanimous

The Board took the following action regarding the Fort Ord Regional Trail and Greenway (FORTAG) Final Environmental Document

1. Certified Final Environmental Impact Report on the Fort Ord Regional Trail and Greenway Project;
2. Adopted the Mitigation Monitoring and Reporting Plan in compliance with Public Resources Code Section 21081.6 and California Environmental Quality Act Guidelines Section 15097;
3. Adopted Findings in compliance with Public Resources Code Section 21081 and California Environmental Quality Act Guidelines Section 15091 that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Final EIR;
4. Approved the Master Agreement between and among the Transportation Agency and the County of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University of California Santa Cruz, and Monterey Peninsula Regional Park District; and
5. Authorized the Executive Director to sign the Master Agreement.

The FORTAG project proposes to construct a continuous 12-foot wide paved bicycle and pedestrian trails that will connect the Monterey Peninsula cities from the existing Monterey Bay Coastal Trail to the California State Monterey Bay University campus through the former Fort Ord open space area.

Board member Oglesby expressed concern that the trail alignment as specified will jeopardize the City of Seaside Campus Town project and noted that the City's concerns were not addressed in the Master Agreement. Mr. Deal replied that TAMC is not trying to force an alignment on any jurisdiction and noted that adjustments can be made in the Supplemental Agreement, which will be entered into as segments are funded. Agency counsel confirmed that the EIR may need adjustment if the trail alignments change, and the Master Agreement language reflects that fact; however, CEQA environmental law requires a stable project description. Mr. Deal added that in the alignment specified in the EIR the trail goes up to Campus Town but does not go through it.

Public comment:

Fred Watson, Co-founder of FORTAG, echoed what Mr Deal noted, that the FORTAG did not go through Campus Town. Board member Delgado thanked Mr. Watson his efforts as a private citizen helping to craft the project a detailed level, including meeting with many stakeholders.

Kevin Dayton, Monterey County resident and Measure X Oversight Committee member, encouraged the Board to support this project and the recommended action, noting that the project is a long -term legacy for Measure X.

Shyam Kamath, Dean, College of Business, CSUMB submitted a comment letter. Theresa Wright, TAMC Community Outreach Coordinator, read the letter into the record: *It is a pleasure and*

privilege for me to support the establishment of the FORTAG Trail in the Monterey Bay Region. As a Steward-of-Place University and Responsible Business School committed to a quintuple bottom line (People, Ethics, Equity, Planet and Profit), my university and business school community colleagues and I believe that FORTAG will bring unique, transformational and generational benefits to the Monterey Bay Community. It is a transformational project and will put Monterey Bay in the forefront of being the leading ecotourism, eco-recreation and wellness region in the country.

5. 2020 PROGRAMMING GUIDELINES & COMPETITIVE GRANTS

M/S/C Smith/Parker/unanimous

The Board took the following action regarding programming guidelines and competitive grants:

1. Approved the programming of three years (2020/21/22) of fair share formula Regional Surface Transportation Program (RSTP) Funds to the cities and County;
2. Approved setting aside 10% of Regional Surface Transportation Program funds to a TAMC reserve for complete streets; and
3. Approved updated guidelines and application and Released a call for projects to program competitive Transportation Development Act 2% and RSTP funds.

Mike Zeller, Principal Transportation Planner, reported the three-year estimated amount of Regional Surface Transportation Program grants is \$3.6 million in fair share funds and up to \$12.2 million for the competitive program. The \$12.2 million includes \$9.36 million of new Regional Surface Transportation Program funds, \$750,000 of new Transportation Development Act 2% for bicycle and pedestrian project funds, and up to \$2.1 million unexpended from the last competitive grants cycle. The deadline for billing to the prior cycle is three years after approval of the grants, or August 31, 2020. The Transportation Agency distributes the competitive portion of the Regional Surface Transportation Program funding 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 project and the release of grant application materials, then the Technical Advisory Committee will establish a subcommittee to review and rank project proposals. Under the proposed schedule, the applications would be due June 1, 2020 and a program of projects would be brought to the Board for consideration at the August 2020 Board meeting.

9. REPORTS FROM TRANSPORTATION PROVIDERS

Caltrans – Aileen Loe, District 5 Chief of Planning and Programming, thanked TAMC for putting the remote meeting together in order to keep business moving. She reported that Caltrans is working very hard to keep essential services open, noting that keeping goods moving is a priority. She added that the Caltrans maintenance crew continues to work at keeping roads open.

Monterey Regional Airport District – Bill Sabo, District Board Member, reported that the airport remains open and committed to service. Staff is working every day to keep the terminal sanitary. Passenger counts are down, but the airport is flying a full schedule with American and United operators. The rental cars and food service are still available on boarding side, but the Golden Tee restaurant remains closed. He noted that the shelter in place and COVID-19 restrictions will have a major financial impact on the airport. He urged Board members to please make Monterey Airport their first choice and whenever possible to Fly Monterey.

Monterey Salinas Transit District – Carl Sedoryk, General Manager, reported that MST transportation is considered an essential service, but given the shelter in place, ridership was down 80 percent in the last week. To enforce social distancing, MST is allowing no more than ten passengers on a bus at a time. In addition, to protect drivers and passengers, MST has taped off the front of the bus, made its rides free and required all passengers to enter through the back door; the front of the buses are taped off. MST coach operators and staff who are aged 65 and older are staying home. The District is in negotiations with the Food Bank and Meals on Wheels to provide services to them and keep its drivers working and employed. MST is also still providing necessary trips to dialysis and doctor's appointments. The federal legislation recently approved will provide \$25 billion nationwide for transit, which will provide much-needed funding to MST.

Monterey Bay Air Resources District – Richard Stedman, General Manager, reported that the Air District remains open, noting they cancelled their Board meeting last week. The electric vehicle incentive program is still providing subsidies to those who purchase electric vehicles until funding runs out.

10. REPORTS ON MEETINGS ATTENDED BY BOARD MEMBERS AT TRANSPORTATION AGENCY EXPENSE

No reports this month.

11. EXECUTIVE DIRECTOR'S REPORT

Director Hale made the following report:

- TAMC has cancelled all the committee meetings for April, except for the Executive Committee meeting on April 1st.
- TAMC staff has been working at home since March 16, and all meetings are being conducted via conference call or Zoom due to the shelter-in-place order.
- FPPC Form 700s are due (prior date of April 1, 2020 has been extended to July 1, 2020); all Board members need to send a signed copy of the documents to info@tamcmonterey.org.
- She encouraged everyone to stay safe by washing their hands frequently, observing the shelter-in-place order and practicing social distancing.

12. ANNOUNCEMENTS AND/OR COMMENTS

Chair Alejo thanked the staffs of TAMC, the cities and County for serving during this time, he sent his prayers to everyone in the community to stay health, and he urged people to stay home.

13. ADJOURNMENT

Chair Alejo adjourned the meeting at 10:24 a.m.



TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Memorandum

To: Board of Directors
From: Dave Delfino, Finance Officer / Analyst
Meeting Date: April 22, 2020
Subject: TAMC payments for the month of March 2020

RECOMMENDED ACTION:

ACCEPT the list of checks written for March 2020 and credit card statement for the month of February 2020.

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 \$1,325,703.12 which, included checks written for March 2020 and payments of the February 2020 Platinum Plus Credit Card statements.

DISCUSSION:

During the months of March 2020 normal operating checks were written, as well as, a check for \$17,897.00 to Meyers, Nave, Riback, Silver & Wilson for legal right of way work, a check for \$1,946.75 to Associated Right of Way Services, Inc. for right of way services, a check for \$819,046.05 Monterey Peninsula Engineering, Inc. for construction work and a check for \$65,582.93 to MNS Engineers, Inc. for construction management services all for the Salinas Rail Extension Kick-Start Project, a check for \$2,390.00 to Randy Tunnell Photography for photography for the TAMC Annual Report, a check for \$84,554.58 to Alta Planning + Design for environmental services for the FORTAG Project, a check for \$20,000.00 to Whitson Engineers for utility location services for the Fort Ord Property, two checks totaling \$70,150.41 to AECOM Technical Services, Inc. for services for the Rail Network Integration Project and the Monterey County Regional Conservation Investment Strategy and a check for \$3,000.00 to AMF Media Group for design work for the Annual Report.

ATTACHMENTS:

- ▣ Checks March 2020
- ▣ Credit Cards February 2020

Transportation Agency for Monterey County (TAMC)
 Union Bank Operating Account
 March 2020

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
03/03/2020	EFT TAMC County Acct. 691		200,000.00	Funds Transfer From TAMC County Acct. 691
03/06/2020	19317 United Way of Monterey County	70.00		Employee Deduction - Charitable
03/06/2020	19318 AECOM Technical Services, Inc.	34,956.46		Services for the Rail Network Integration Study
03/06/2020	19319 Alta Planning + Design Inc	84,554.58		Services for Environmental Work for the FORTAG Project
03/06/2020	19320 Fedex (Postage)	39.74		Delivery Service
03/06/2020	19321 Office of the County Counsel	70.82		Legal Services
03/06/2020	19322 Whitson Engineers	20,000.00		Utility Location Services for Fort Ord Property
03/06/2020	19323 Monterey County Clerk	50.00		Fee for CEQA Notice Filing
03/06/2020	19324 Disaster Kleenup Specialists, Inc.	10,551.83		Rail Branch Line and Fort Ord Cleanup
03/06/2020	EFT CalPers Health Benefits	11,111.55		Employee Benefit
03/06/2020	EFT Payroll	46,820.94		Payroll
03/06/2020	EFT United States Treasury	11,453.06		Payroll Taxes & Withholding
03/06/2020	EFT EDD	4,407.31		Payroll Taxes & Withholding
03/06/2020	EFT EDD	12.61		Payroll Taxes & Withholding
03/06/2020	EFT Pers Retirement	9,204.05		Employee Benefits
03/06/2020	EFT Pers Retirement PEPRA	1,446.54		Employee Benefits
03/06/2020	EFT CalPERS	7,008.74		Employee Benefits
03/06/2020	EFT Dave Delfino	659.58		125 Plan Reimbursement
03/06/2020	EFT Debbie Hale	493.99		Travel for Central Coast Coalition, CTC, STIP and Caltrans Meetings
03/06/2020	EFT Elouise Rodriguez	206.52		Reimbursement for Meeting and Office Supplies
03/06/2020	EFT Christina Watson	198.75		Travel for Central Coast Coalition Meeting
03/09/2020	EFT TAMC County Acct. 691		1,300,000.00	Funds Transfer From TAMC County Acct. 691
03/12/2020	DEP Newton Bros., Jaguar, Lithia, Haedrich and Marina Concrete		8,085.45	Railroad Right of Way Rent
03/12/2020	DEP State of California		32,598.18	SAFE - Revenue January 2020
03/12/2020	EFT State of California		118,318.03	Rural Planning Funds - 2nd Quarter 19/20
03/13/2020	19325 United States Postal Service	200.00		FSP - Postage
03/13/2020	19326 The Maynard Group	338.28		Telecommunication Contract
03/13/2020	19327 Peninsula Messenger LLC	446.00		Messenger Service
03/13/2020	19328 Monterey County Weekly	210.00		Advertising for RFP for LTF Triennial Audit
03/13/2020	19329 Void	0.00		Void
03/13/2020	19330 MNS Engineers, INC.	65,582.93		Construction Management Services for Salinas Rail Extension Kick-Start Project
03/13/2020	19331 Void	0.00		Void
03/13/2020	19332 FedEx (Printing)	1,328.02		Agenda Printing & Posting Signs
03/13/2020	19333 Ed Smith	389.45		Board Member Travel
03/13/2020	19334 Delta Dental	847.64		Employee Benefits
03/13/2020	19335 Dave Potter	375.55		Board Member Travel
03/13/2020	19336 County of Monterey	162.40		Board Member Travel
03/13/2020	19337 California Premier Restoration	3,703.82		Fort Ord and Branch Line Cleanup
03/13/2020	19338 BNP Media (ENR)	600.00		Advertising for Recruitment of Traffic Engineer
03/13/2020	19339 AECOM Technical Services, Inc.	35,193.95		Services for the Monterey County RCIS & Rail Network Integration Study

Transportation Agency for Monterey County (TAMC)
 Union Bank Operating Account
 March 2020

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
03/13/2020	19340 Void	0.00		Void
03/13/2020	19341 Luis A. Alejo	201.25		Board Member Travel
03/16/2020	19356 Comcast	145.06		Telecommunications
03/17/2020	19361 Monterey Peninsula Engineering, Inc.	819,046.05		Construction Costs for Salinas Rail Extension Kick-Start Project
03/19/2020	EFT Graniterock Co.		8,038.50	Railroad Right of Way Rent
03/20/2020	19342 AAMCOM LLC	174.60		Call Box - Phone Service
03/20/2020	19343 Alvarez Technology Group, Inc.	2,058.61		Computer Support
03/20/2020	19344 AMF Media Group	3,000.00		Design Services for Annual Report
03/20/2020	19345 Associated Right of Way Services Inc.	1,946.75		Right of Way Services for Salinas Rail Extension Kick-Start Project
03/20/2020	19346 AT & T (Carol Stream, Il.)	400.29		Telecommunications, Call Box and Rideshare - Phone Service
03/20/2020	19347 Business Card	4,247.95		Office & Meeting Supplies, Staff Travel & Professional Training
03/20/2020	19348 Case Systems Inc.	6,605.14		SAFE Call Box - Maintenance
03/20/2020	19349 Clinica de Salud del Valle de Salinas	8,188.36		Office Rent
03/20/2020	19350 Khouri Consulting LLC	4,000.00		Legislative Consultant
03/20/2020	19351 Meyers, Nave, Riback, Silver & Wilson	17,897.00		Right of Way Legal Services for Salinas Rail Extension Kick-Start Project
03/20/2020	19352 Oppidea, LLC	2,335.00		Accounting Services
03/20/2020	19353 Randy Tunnell Photography	2,390.00		Photography for Annual Report
03/20/2020	19354 Shell	67.27		Auto Expense - Gasoline
03/20/2020	19355 Verizon Wireless	85.60		Call Box - Phone Service
03/20/2020	19357 Lincoln National Life Insurance Co.	720.99		Employee Benefits
03/20/2020	19358 Sentry Alarm Systems	283.50		Office Security
03/20/2020	19359 De Lage Landen Financial Services	285.75		Office Copier Lease
03/20/2020	19360 United Way of Monterey County	70.00		Employee Deduction - Charitable
03/20/2020	EFT Payroll	45,392.39		Payroll
03/20/2020	EFT United States Treasury	11,152.18		Payroll Taxes & Withholding
03/20/2020	EFT EDD	4,328.60		Payroll Taxes & Withholding
03/20/2020	EFT EDD	12.88		Payroll Taxes & Withholding
03/20/2020	EFT Pers Retirement	9,204.05		Employee Benefits
03/20/2020	EFT Pers Retirement PEPRA	1,163.99		Employee Benefits
03/20/2020	EFT CalPERS	6,819.71		Employee Benefits
03/20/2020	EFT Christina Watson	152.00		125 Plan Reimbursement
03/20/2020	EFT Todd Muck	5.00		Mileage Reimbursement
03/25/2020	19362 Monterey County Clerk	3,393.25		Notice of Determination filing for FORTAG
03/25/2020	EFT Union Bank	47.04		Bank Service Charges
03/25/2020	EFT State of California		92,349.63	Grant Funds Monterey County Regional Conversation Investment Strategy
03/31/2020	EFT Pers Retirement	9,204.05		Employee Benefits
03/31/2020	EFT Pers Retirement PEPRA	1,163.99		Employee Benefits
03/31/2020	EFT CalPERS	6,819.71		Employee Benefits
TOTAL		1,325,703.12	1,759,389.79	

Credit Cards February 2020



Platinum Plus® for Business

ELOUISE RODRIGUEZ

February 05, 2020 - March 04, 2020

Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

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

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 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 \$3,419.30
Minimum Payment Due **\$34.19**
Payment Due Date **03/31/20**

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:
\$19.00 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 \$1,832.16
Payments and Other Credits **-\$1,832.16**
Balance Transfer Activity \$0.00
Cash Advance Activity \$0.00
Purchases and Other Charges \$3,419.30
Fees Charged \$0.00
Finance Charge \$0.00
New Balance Total \$3,419.30

Credit Limit \$7,600
Credit Available \$4,180.70
Statement Closing Date 03/04/20
Days in Billing Cycle 29

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
Payments and Other Credits				
02/17	02/15	PAYMENT - THANK YOU		- 1,832.16
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				-\$1,832.16
Purchases and Other Charges				
02/07	02/06	TST* THE BAGEL CORNER SALINAS CA		18.90
02/07	02/06	SMK*SURVEYMONKEY.COM 971-2445555 CA		408.00
02/10	02/06	DEVICE MAGIC INC RALEIGH NC		150.00
02/10	02/07	TST* THE BAGEL CORNER SALINAS CA		20.05

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

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

Account Number: 5
February 05, 2020 - March 04, 2020

New Balance Total \$3,419.30
Minimum Payment Due **\$34.19**
Payment Due Date **03/31/20**

Enter payment amount

\$

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

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

ELOUISE RODRIGUEZ

February 05, 2020 - March 04, 2020

Page 3 of 4

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
02/20	02/19	AMERICAN PUBLIC WORKS	8164726100 MO	325.00
02/20	02/19	ITE CAREER CENTER	8884918833 MD	295.00
02/20	02/19	NSPE JOB BOARD	8884918833 MD	495.00
02/20	02/19	WTS CAREER CENTER	8884918833 MD	295.00
02/21	02/20	PUBLIC WORKS CAREERS	LAKELAND FL	185.00
02/21	02/20	DREAMHOST DH-FEE.COM	877-8294070 CA	8.66
02/24	02/21	WTS ANNUAL CONFERENCE	5712268300 VA	805.00
02/24	02/22	DNH*GODADDY.COM	480-5058855 AZ	119.76
02/24	02/23	DNH*GODADDY.COM	480-5058855 AZ	62.32
02/25	02/24	EL CHARRIT* EL CHARRIT	8887072469 CA	72.78
02/26	02/24	STARBUCKS STORE 06629	SALINAS CA	17.95
02/26	02/25	SALINAS VALLEY CHAMBER	8315851284 CA	55.00
02/26	02/24	LUCKY #747	SALINAS CA	29.51
02/27	02/25	STARBUCKS STORE 06629	SALINAS CA	35.90
03/04	03/02	STAR MARKET	SALINAS CA	20.47
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$3,419.30

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	25.74% V	\$0.00	\$0.00

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

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Zero Liability

Protects you in case of unauthorized use of your card²

¹ Certain restrictions, conditions and exclusions apply. Benefits subject to change without notice. Guide to Benefits is included in your new card account package mailed at account opening, and at bankofamerica.com through the owner's, or authorized officer's, Online Banking profile by selecting the card product in the account overview page then by selecting the Information & Services tab.

² Claims may only be filed against posted and settled transactions subject to dollar limits and subsequent verification, including providing all requested information supporting fraudulent use claim. Refer to your Business Card Agreement for further details.

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Credit Cards February 2020



DEBRA L HALE

Platinum Plus® for Business

February 05, 2020 - March 04, 2020

Cardholder Statement

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

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

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 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 \$828.65
Minimum Payment Due **\$10.00**
Payment Due Date **03/31/20**
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:
\$19.00 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 \$303.73
Payments and Other Credits **-\$312.77**
Balance Transfer Activity \$0.00
Cash Advance Activity \$0.00
Purchases and Other Charges \$837.69
Fees Charged \$0.00
Finance Charge \$0.00
New Balance Total \$828.65
Credit Limit \$5,000
Credit Available \$4,171.35
Statement Closing Date 03/04/20
Days in Billing Cycle 29

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
Payments and Other Credits				
02/17	02/15	PAYMENT - THANK YOU		- 303.73
02/24	02/22	RBT IL FORNAIO-SACRAME EasySavings NY		- 9.04
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				-\$312.77
Purchases and Other Charges				
02/05	02/03	STAR MARKET SALINAS CA		23.20
02/06	02/05	NOB HILL #607 SALINAS CA		134.04
02/13	02/12	AMZN Mktp US*A03OB0B13 Amzn.com/billWA		33.86

Account Number
February 05, 2020 - March 04, 2020

New Balance Total \$828.65
Minimum Payment Due **\$10.00**
Payment Due Date **03/31/20**

Enter payment amount

\$

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

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

DEBRA L HALE
TAMC
ATTN RITA GOEL
55 PLAZA CIR STE B
SALINAS, CA 93901-2952

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BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

DEBRA L HALE

February 05, 2020 - March 04, 2020

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Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
02/19	02/18	IL FORNAIO-SACRAMENTO SACRAMENTO CA		226.00
02/21	02/19	INN OFF CAPITOL PARK SACRAMENTO CA		174.40
		Arr: 02/18/20 Dep: 02/19/20 Inv: 557836		
02/28	02/27	MAILCHIMP *MONTHLY MAILCHIMP.COMGA		59.99
03/02	02/28	AMZN MKTP US*RV4TB0UG3 AMZN.COM/BILLWA		186.20
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$837.69

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	25.74% V	\$0.00	\$0.00

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

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Covers your purchases in case of theft or damage within 90 days of purchase¹



Extended Warranty

Covers you for one additional year, on top of the manufacturer's warranty¹



Zero Liability

Protects you in case of unauthorized use of your card²

¹ Certain restrictions, conditions and exclusions apply. Benefits subject to change without notice. Guide to Benefits is included in your new card account package mailed at account opening, and at bankofamerica.com through the owner's, or authorized officer's, Online Banking profile by selecting the card product in the account overview page then by selecting the Information & Services tab.

² Claims may only be filed against posted and settled transactions subject to dollar limits and subsequent verification, including providing all requested information supporting fraudulent use claim. Refer to your Business Card Agreement for further details.

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Memorandum

To: Board of Directors
From: Rita Goel, Director of Finance & Administration
Meeting Date: April 22, 2020
Subject: **Contracts Awarded under \$50,000**

RECOMMENDED ACTION:

RECEIVE list of contracts awarded under \$50,000.

SUMMARY:

The list of contracts awarded by the Transportation Agency for Monterey County for services under \$50,000 approved by the Executive Director is submitted each month in accordance with the Agency's Procurement Policies to keep the Board informed.

FINANCIAL IMPACT:

The revenue source for each specific contract is in the approved Agency budget or has been approved by a specific Agency Board action.

DISCUSSION:

The Procurement Policies of the Transportation Agency for Monterey County state that contracts for services and annual extensions of such contracts for \$50,000 or less may be approved by the Executive Director, if the revenue source for the specific contract is in the approved Agency budget or is approved by a specific Agency Board action. The policies also require the Executive Director to submit a report to the Board identifying any contracts valued at \$50,000 and under, entered into in the preceding quarter.

The attached list of contracts awarded by the Transportation Agency for Monterey County for services under \$50,000 approved by the Executive Director is submitted each month to keep the Board informed.

ATTACHMENTS:

- List of Contracts under \$50,000

Contracts for services and annual extensions of such contracts for \$50,000 or less may be approved by the Executive Director, if the revenue source for the specific contract is in the approved Agency budget or is approved by a specific Agency Board action. The Executive Director shall include a quarterly report to the Board identifying any contracts valued at \$50,000 and under, entered into in the preceding quarter.

**Contracts Under \$50,000
(but greater than \$5,000)
Board Report date: April 2020**

Staff	Consulting Firm	Contract Activity	Start Date	End Date	Contract amount	Work Element	Fund Source
Laurie	A-1 Fence Inc.	Fort Ord Property Fencing; need to talk to Jim, LAW revised fence layout, sent to Jim for review	04/20/20	12/31/20	\$33,800.00	6805	Lease Revenues



Memorandum

To: Board of Directors
From: Todd Muck, Deputy Executive Director
Meeting Date: April 22, 2020
Subject: **Monterey Branch Line Lease Agreement**

RECOMMENDED ACTION:

Monterey Branch Line Lease Agreement

1. **APPROVE** Settlement Agreement with 5GO LLC and Peter E. Blackstock for back due rent;
2. **APPROVE** Lease with SFT Real Estate LLC; and
3. **AUTHORIZE** the Executive Director to sign the settlement agreement and new lease.

SUMMARY:

Board approval is necessary to execute leases. The settlement agreement resolves back due rent from the current lessor before the new lease starts. The new lease allows the Agency to continue to collect the market rate rent for this section of the Monterey Branch Line Property.

FINANCIAL IMPACT:

This action will generate \$12,058.20 from the settlement agreement and \$6,301.74 a year in lease payments to the Agency from the new lease.

DISCUSSION:

The Transportation Agency's property referenced in both the settlement agreement and new lease is an approximately 3,300 square foot area represented by a thirty-three (33) foot encroachment into the Monterey Branch Line right-of-way for an approximate length of one hundred (100) feet adjacent to 1845 Del Monte Avenue, Seaside, California. As a point of reference, Storelli Brothers Auto Body is located adjacent to, and has been using, the leased property.

A dispute has arisen with respect to the existence and amount of back rent due and owing to the Transportation Agency for the use and possession of the leased property (by 5GO LLC and/or Peter Blackstock), in that the Transportation Agency contends that the amount of \$23,443.20 is due and owing and 5GO LLC and Peter Blackstock deny all liability. Peter Blackstock and/or 5GO LLC are in the process of selling 1845 Del Monte Boulevard to a third party, and wish to enable the third party to enter into a new lease for the property, free and clear of any rent disputes. The proposed settlement, totaling \$12,058.20, is a compromise on the disputed claims for back rent that will allow the interests of both parties to move forward.

The new lease with SFT Real Estate LLC has an initial term for three years beginning May 1, 2020 and ending April 30, 2023. Upon completion of the initial lease term the lessee has the option for eight (8) additional three-year periods. The lease terms include semi-annual payments of \$3,150.87. Rent will increase at a rate of three percent (3%) annually for each year of such term, cumulative and compounded.

Recognizing the Transportation Agency's future use of the Monterey Branch Line as a transportation corridor, the Agency has retained the right to terminate the lease upon twelve (12) months notice given to SFT Real Estate LLC. The Agency has also retained the right, if necessary, for underground easements and temporary construction easements along this portion of the Monterey Branch Line.

ATTACHMENTS:

- ▣ Settlement Agreement
- ▣ Lease

AGREEMENT FOR SETTLEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT for the settlement and release of claims is made as of April 22, 2020, between and among the Transportation Agency for Monterey County (TAMC) and 5GO, LLC and Peter E. Blackstock, and is based on the following facts:

1. TAMC is the owner of certain railroad right-of-property within the City of Sand City and adjacent to property within the City of Seaside, known in this Agreement as 1845 Del Monte Boulevard.
2. In 2004, TAMC entered into a lease of a portion of that railroad right-of-way property (hereinafter, the "Leased Property") with the prior owner of 1845 Del Monte Boulevard.
3. 5GO LLC is a limited liability corporation that purchased 1845 Del Monte Boulevard in 2016.
4. Peter Blackstock is an officer in 5GO LLC and agent for process of 5GO LLC.
5. A dispute has arisen with respect to the existence and amount of back rent due and owing TAMC for the use and possession of the Leased Property by 5GO LLC and/or Peter Blackstock, in that TAMC contends that the amount of \$23,443.20 is due and owing and 5GO LLC and Peter Blackstock deny all liability.
6. Peter Blackstock and/or 5GO LLC is in the process of selling 1845 Del Monte Boulevard to a third party, and wishes to enable the third party to be able to enter into a new lease for the Leased Premises free and clear of any rent disputes.
7. The parties to this Agreement wish to resolve all disputes related to back rent for the Leased Property as set forth below

AGREEMENT

8. 5GO LLC and/or Peter Blackstock shall pay TAMC the amount of Twelve Thousand Fifty-eight Dollars and twenty cents (\$12,058.20) to settle and resolve all claims with regard to the amount of back rent due and owing TAMC for the Leased Property.
9. Payment to TAMC shall be in the form of a check payable to the Transportation Agency for Monterey County and shall be delivered to TAMC Offices, 55B Plaza Circle, Salinas, CA 93901, on or before April 21, 2020.

10. TAMC shall consider a new lease for the Leased Property with SFT Real Estate LLC at TAMC's regular Board meeting on April 22, 2020. The parties acknowledge that the new lease has already been reviewed with SFT Real Estate and is acceptable.
11. If the new lease for the Leased Property is not approved, TAMC shall return the check for \$12,058.20, and this Agreement for Settlement and Release shall be null and void.

RELEASE

12. Upon approval of the new lease with SFT Real Estate LLC, and clearance of the check to be delivered to TAMC as set forth in Paragraph 9 above, TAMC releases and forever discharges 5GO LLC and Peter Blackstock, and any officers, employees, agents, or persons related to the Leased Property from claims related to back rent due and owing for use and possession of the Leased Property prior to, and up to April 30, 2020.

WAIVER

13. All parties to this Agreement have had the opportunity to be advised of their legal rights with respect to the resolution of this dispute, and expressly waive and relinquish their respective rights under California Civil Code § 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her much have materially affected his or her settlement with the debtor.

14. This Settlement and Release is a compromise and settlement of disputed claims for back rent, and nothing in this Settlement and Release shall be construed at any time as an admission of liability on the part of any party to this Agreement.

MISCELLEANY

15. Each party to this Agreement shall bear his/her/its own costs, attorneys' fees, and liens, and will remain responsible for any and all attorneys' fees, costs and liens relevant to the above-referenced dispute. If it becomes necessary to engage in legal proceedings to enforce or interpret any of the provisions of this agreement, the prevailing party will be entitled to recover his, her or its reasonable attorneys' fees incurred in connection with such proceedings.
16. Each party warrants that the settlement evidenced by this Agreement and the execution of this Agreement have been approved and authorized by the respective party, and that the persons who execute and attest this Agreement have been authorized to perform said acts.

17. Should any provision of this Agreement be held invalid or illegal, such illegality will not invalidate the remainder of this Agreement. Instead, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly, consistent with Paragraph 11.
18. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
19. Each party acknowledges that she/he has had the opportunity to be represented by independent legal counsel of his own choice, that this Agreement was prepared with the joint input of all parties, and shall not be construed in favor of or against any party to the Agreement. Each party further acknowledges that this Agreement was executed freely and voluntarily and with the opportunity to receive the advice of independent legal counsel.
20. The parties agree that this Agreement may be executed in counterparts. Each of the undersigned, whether signing separately or on the same document with other parties, agrees to each and every part of the above agreement and release.

5GO LLC

By: _____

Date: _____

PETER BLACKSTOCK

Date: _____

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Date: _____

REAL PROPERTY LEASE

**SFT REAL ESTATE LLC
MONTEREY BRANCH LINE, SAND CITY**

LESSOR

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

55-B PLAZA CIRCLE

SALINAS, CALIFORNIA 93901

LESSEE

**SFT REAL ESTATE LLC
A California Limited Liability Corporation**

1845 Del Monte Blvd.

Sand City, CA 93955

May 1, 2020 through April 30, 2023

DAVID DELFINO dave@tamcmonterey.org 775-0903

THIS LEASE is entered into between the Transportation Agency for Monterey County as LESSOR, and SFT Real Estate LLC, a California limited liability company as LESSEE.

LESSOR, in consideration of the rent and agreements hereinafter set forth, does hereby lease to LESSEE, and LESSEE leases from LESSOR, those certain premises described as the raw land located in the City of Sand City, CA (hereafter referred to as the "Property").

1. THE PROPERTY:

- a. The Property is further identified as outlined on Attachment A.
- b. The Property encompasses an approximate area of **3,300** square feet represented by a **thirty-three (33) foot encroachment** into the railroad right-of-way for an approximate length of **One Hundred (100) feet** adjacent to LESSEE' S property at 1845 Del Monte Avenue, Seaside, California. Besides the railroad track, there are no buildings or permanent structures on the Property.
- c. The LESSEE is using the Property for parking and storage of cars and uses incidental to a retail auto service business.
- d. No trash, litter, boxes, crates, debris, or other used and/or discarded materials shall be stored on this Property.
- e. There shall be no business sign or any other commercial advertisement applied and/or attached to the Property, or otherwise established within the railroad right-of-way.
- f. Prior to any improvements to be made by LESSEE on the Property, LESSEE shall seek and obtain approval of the LESSOR and also seek and comply with and conditions imposed by the City of Sand City. Failure by Lessee to comply with this subparagraph shall be deemed a default of this LEASE.

2. TERM: The initial term shall be for three (3) years beginning May 1, 2020 and ending April 30, 2023, unless sooner terminated as provided in this LEASE. Upon completion of the initial LEASE term, if LESSOR intends to continue to offer the Property for lease, LESSEE is granted an option to lease the Property for another three (3) year term. So long as LESSOR continues to offer the Property for lease, and provided that LESSEE is not in default of the Lease, LESSEE shall have the option to renew this Lease, for eight (8) additional three-year periods. If LESSEE intends to exercise its option to renew the lease for any of the option periods, LESSEE shall give written notice to LESSOR of its intent to exercise such option at least sixty (60) days prior to the expiration of the Lease, or any option period.

3. TERMINATION:

- a. LESSEE understands and agrees that the LESSOR has future plans for the Property, such as the restoration of rail/transit service to the Monterey Peninsula, possibly a bicycle trail and possibly other transportation uses. Thus, LESSEE agrees to vacate the Property during the term of the Agreement or any renewal or extension of the Lease, without liability to the LESSOR, upon receipt of twelve (12) months' written notice to terminate.
- b. LESSOR may terminate this LEASE if there is a default by the LESSEE with respect to any of the provisions of this LEASE or LESSEE's obligations under it, including the payment of the Rent, after giving LESSEE notice of default and failure by LESSEE to cure the default within thirty (30) days.

- c. If LESSEE has not provided notice to LESSOR on or before June 1, 2020 that Escrow Number FWMN-5222000265-MD with Chicago Title has closed, then either LESSOR or LESSEE may unilaterally terminate the Lease, effective June 1, 2020.

4. **RENT:** LESSEE agrees to pay LESSOR a semi-annual payment of **Three Thousand One Hundred Fifty Dollars and Eighty-seven cents (\$3,150.87)**. Rent shall increase at a rate of three percent (3%) annually for each year of such term, cumulative and compounded. Such three percent (3%) annual increase shall only apply to the initial three option periods. Rental rates for the first twelve (12) years (constituting the Initial Term and three assumed renewals) has been calculated and is attached hereto as Attachment B. Thereafter, the rental is subject to negotiation by the parties during the period that LESSEE has to exercise its option and renew the LEASE prior to its expiration. If the parties do not agree to renewal and the rental at least sixty (60) days prior to expiration of the Lease or any option period, LESSOR may offer the Property for lease to another party at the same or a higher rental amount than it offered to LESSEE.

5. **DELIVERY OF PROPERTY:** LESSOR and LESSEE agree that the physical possession of the Property has been held by LESSEE's current tenant at 1845 Del Monte Boulevard, Sand City, since 2004.

6. **AS IS CONDITION OF PROPERTY:** LESSOR and LESSEE agree that LESSEE's successor(s) in interest have had possession and control of the Property since April 2004. LESSOR makes no representations as to the condition of the Property. LESSEE takes occupancy of the Property in an "as is" condition. Any improvements to the Property provided by LESSEE or any tenant of LESSEE shall be removed upon termination of this LEASE or any subsequent Agreement between LESSOR and LESSEE. LESSOR will not repair or maintain nor contribute funding toward the repair or maintenance of the Property now or in the future. Lessee shall not disturb the tracks or railroad ties within the railroad right of way, nor use property to the west of the railroad tracks.

7. **RESERVATIONS TO LESSOR:** The Property is accepted as is and where is by LESSEE subject to any and all presently existing easements and encumbrances. LESSOR reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the Property or any part thereof, and to enter the Property for any and all such purposes. LESSOR also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Property. No right reserved by LESSOR in this paragraph shall be so exercised as to interfere unreasonably with LESSEE's operations hereunder. LESSOR agrees that rights granted to third parties by reason of this paragraph shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. LESSOR further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Property by LESSEE, the rent shall be reduced in proportion to the interference with LESSEE's use of the Property.

8. **USE:** The Property shall be used by the LESSEE solely and exclusively for the purposes mentioned: parking and storage of cars and uses incidental to the use of LESSEE's tenant for retail auto service business.

LESSEE must obtain the LESSOR'S written permission prior to installation of permanent structures, facilities or landscaping on the Property. LESSEE has not proposed site landscaping.

LESSEE'S use of the Property, as provided in this LEASE, shall be in accordance with the following:

- a. LESSEE shall comply with all laws concerning LESSEE'S use of the Property.

- b. LESSEE shall not use the Property in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.
- c. If the City Council of the City of Sand City, or any duly authorized officer or department of the City, finds at any time that any activity or use of the Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City and LESSEE shall defend and indemnify LESSOR in any enforcement proceedings brought by the City or a third party. LESSEE's failure to comply with the requirements of the City in this regard shall be deemed a material default of this Lease.

9. LESSOR'S ENTRY ON PROPERTY: LESSOR and its authorized representatives shall have the right to enter the Property at all reasonable times for any of the following purposes:

- a. To determine whether the Property is in good condition and whether LESSEE is complying with its obligations under this LEASE.
- b. To do any maintenance and to make any restoration to the Property that LESSOR has the right and chooses to perform.
- c. Conduct studies or testing related to transportation projects and uses.

10. SUPERVISION: LESSEE agrees to provide responsible adult supervision for all activities on the Property.

11. UTILITIES: No utilities such as water, electricity, gas or telephone services are available, or are to be provided by LESSOR. LESSEE may arrange for such utilities to be provided to the Property on a temporary basis at LESSEE'S expense without obtaining prior written approval from the LESSOR.

12. INSURANCE COVERAGE REQUIREMENTS: Without limiting LESSEE'S duty to indemnify, LESSEE shall maintain in effect throughout the term of this LEASE a policy or policies of insurance with the following minimum limits of liability.

- a. Comprehensive general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence; and
- b. Business automobile liability insurance, covering all motor vehicles, including owned, leased, hired and non-owned, used for purposes under this LEASE, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence; and
- c. Worker's compensation insurance in the manner required by California Labor Code section 3700 and any other applicable state statute, and with Employers' Liability Limits not less than \$1,000,000.00 each person, \$1,000,000.00 each accident and \$1,000,000.00 each disease.

GENERAL INSURANCE REQUIREMENTS: All insurance required by this LEASE shall be with a company acceptable to LESSOR and authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following termination of this LEASE.

Each liability policy shall provide that LESSOR shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation or intended non-renewal thereof.

Liability policies shall provide an endorsement naming LESSOR and City of Sand City, their directors, officers, agents and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the LESSOR and the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by LESSEE'S insurance.

Prior to execution of this LEASE by LESSOR, LESSEE shall file certificates of insurance with LESSOR, showing that the LESSEE has in effect the insurance required by this LEASE. LESSEE shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy that would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

13. **INDEMNIFICATION:** In consideration for use of the Property, LESSEE agrees to indemnify, defend, and save harmless LESSOR and its officers, agents, and employees, from and against any and all claims, liabilities or losses whatsoever arising out of or in any way related to LESSEE'S use of the Property under this LEASE, including but not limited to claims for Property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees) incurred by the LESSOR in connection with such claims. "LESSEE'S use" includes LESSEE'S action or inaction and the action or inaction of its officers, employees, and agents, including but not limited to LESSEE'S tenants and customers. The obligation of LESSEE to indemnify does not extend to claims or losses arising out of the sole negligence or willful misconduct of the LESSOR or LESSOR'S directors, officers, agents, or employees.

LESSEE agrees to indemnify, defend and save harmless LESSOR and its directors, officers, agents and employees from and against any equipment or bodily injury damages sustained by any party using the Property.

14. **ABANDONMENT:** If LESSEE abandons the Property, the Property may be re-let by the LESSOR for such rent and upon such terms as LESSOR may see fit.

15. **WAIVER:** The waiver, by LESSOR or LESSEE, of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein, and the terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.

16. **HOLDING OVER:** If LESSEE, with LESSOR'S consent, remains in possession of the Property after expiration or termination of the term, or after the date in any notice given in terminating this LEASE without a new agreement being reached, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days prior written notice given at any time by either party, on the same terms and conditions herein stated.

17. **NOTICE:** Any notices that either party desires to or is required to give to the other party or any other person shall be in writing and either served personally or sent by email and prepaid first class mail. Such notices shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy- two (72) hours from the date of mailing, if mailed as provided in this paragraph.

Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901
dave@tamcmonterey.org

SFT Real Estate LLC
Attn.: Darius Sadeghi
8005 Quatro
Carmel, CA 93923
agmeter1@gmail.com

18. **SUCCESSORS AND ASSIGNS:** Subject to the restriction on assignment herein below written, this lease, and all terms, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

19. **OWNERSHIP:** The LESSOR is the owner of the Property and all site improvements on the Property on the effective date of this LEASE. All right, title and interest in and to the Property and those site improvements shall belong to the LESSOR. All right, title and interest to site improvements made by LESSEE and personal Property shall be deemed to belong to LESSEE. Any improvements to the Property by LESSEE must be removed by LESSEE on termination of this LEASE.

20. **POSSESSORY INTEREST AND PROPERTY TAXES:** Pursuant to California Revenue and Taxation Code section 107.6, notice is hereby given that LESSEE is responsible for any possessory interest, utility or personal Property taxes that may be imposed as a result of, or related to, this LEASE.

21. **ASSIGNMENT:** LESSEE shall not, without LESSOR's written consent, assign its rights or delegate its duties pursuant to this LEASE.

22. **CAPTIONS:** The captions in this LEASE are inserted only as a matter of convenience and for reference and in no way define the scope or the extent of this LEASE or the construction of any provision.

23. **COUNTERPARTS:** This LEASE may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

24. **INTERPRETATION OF LEASE:** The parties understand and agree that this LEASE has been arrived at through negotiation, and that neither LESSOR nor LESSEE is to be deemed the party which prepared this LEASE within the meaning of Civil Code section 1654.

25. **ENTIRE AGREEMENT, AMENDMENTS:** This LEASE embodies the entire agreement and understanding between the parties relating to the subject matter and may not be amended, waived or discharged, except by an instrument in writing executed by both parties. This LEASE supersedes all prior agreements and memoranda relating to its subject matter.

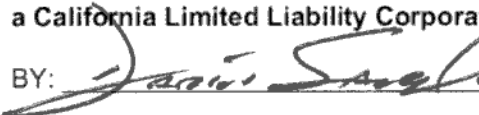
[signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this LEASE this ____ day of _____, 2020.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY, LESSOR

BY: _____
Debra L. Hale, Executive Director

**SFT REAL ESTATE LLC,
a California Limited Liability Corporation, LESSEE**

BY:  4.9.20 TAX ID# 82-2374649

Approved as to form:

TAMC Counsel



Memorandum

To: Board of Directors
From: Christina Watson, Principal Transportation Planner
Meeting Date: April 22, 2020
Subject: **Legislative Update**

RECOMMENDED ACTION:

RECEIVE update on legislative activities and **ADOPT** positions on legislation.

SUMMARY:

The Executive Committee reviewed the updated draft bill list and update on state and federal legislative activities on April 1, 2020 and recommended positions as indicated on the list.

FINANCIAL IMPACT:

Three new bills present a threat to local control over locally-approved sales tax measures and the locally-driven transportation planning process.

DISCUSSION:

Attached are a state update from Agency legislative consultant Gus Khouri and a draft bill list. Additions from the list adopted by the TAMC Board of Directors on March 25, 2020 include the following bills:

- Assembly Bill 2011 (Holden): West San Bernardino County Rail Construction Authority and Senate Bill 1390 (Portantino): Montclair to Ontario Airport Construction Authority - both bills would undermine existing local sales tax authorities by creating new entities to be funded through a previously approved sales tax measure currently overseen by the San Bernardino County Transportation Authority, who are asking partner agencies around the state to oppose this measure. The Executive Committee recommends an oppose position on both bills.
- Senate Bill 1363 (Allen): Regional Transportation Plans: Reduction of Greenhouse Gas Emissions and Vehicle Miles Traveled: this bill would give the California Air Resources Board even more authority over the currently locally-driven planning process. The Executive Committee recommends an oppose position.

ATTACHMENTS:

- ▢ State report - Khouri
- ▢ State bill list



April 6, 2020

TO: Board Members, Transportation Agency for Monterey County
FROM: Gus Khouri, Principal
Khouri Consulting LLC

RE: STATE LEGISLATIVE UPDATE – MARCH

On March 16, the California State Legislature approved [Assembly Concurrent Resolution 189](#) to adjourn the 2019-20 Regular Legislative Session for Spring Recess until at least April 13, due to the outbreak of the coronavirus pandemic. On April 3, the legislature extended the recess until May 5. We expect that date to change again. This has resulted in committee hearings being cancelled and staff being ordered to work remotely. The Capitol is not open to the public during this time. On May 20, Governor Newsom issued an Executive Order for all Californians to shelter in place, which could last through at least the end of May. In order to limit social gatherings, there has been conversation about the legislature reconvening for the sole purpose of addressing COVID-19 related items, emergency budget items, fire preparedness, and other emergency bills at some point in June. Legislators are being asked to have a short list of priority bills for possible consideration, although there is no guarantee that the Regular Session will resume. There has been discussion about shortening the Summer Recess to account for the lost time, but with the uncertain duration needed to flatten the curve of spreading the virus, the situation remains fluid.

TAMC-Sponsored Legislation

Senator Bill Monning has agreed to author legislation, SB 1231, on behalf of TAMC to improve safety through the State Route 156 Corridor (SR 156). The bill has been referred to the Senate Natural Resources and Water Committee.

Transportation Development Act Reform

The 1971 Transportation Development Act (TDA) dedicated a statewide 1/4 cent sales tax to local transportation. That 1/4 cent sales tax, now known as the Local Transportation Fund (LTF), generates over \$1.7 billion annually, primarily for public transit.

To be eligible to receive its full share of Local Transportation Funding, existing law requires a transit operator to meet a specified ratio of fare revenues to operating cost,

called farebox recovery ratios. Generally, existing law defines the minimum ratio necessary to receive all Local Transportation Funding as either 20% for urban operators, or 10% for operators in a non-urbanized area. If a transit operator fails to meet its specified farebox recovery ratios, existing law requires the Regional Transportation Planning Agency to withhold a percentage of the Local Transportation Fund equal to the percentage by which the operator missed its expected ratio. At the request of the legislature, the California Transit Association (CTA) has been leading working groups to determine the feasibility of either amending or overhauling the Transportation Development Act.

We have proposed that California Transit Association consider a prospective fix for operators in rural and suburbanized areas (Central Coast, rural counties in Northern California, and San Joaquin Valley) that would increase the “urbanized area” population threshold from 500,000 to 1 million, reflecting the doubling of the state’s population since 1971, and allow for those areas to consider using population density as a metric. Another suggestion was to allow for Local Transportation Funding to always be used for operations rather than restricting funding for capital purposes only. It seems logical that you should not purchase a bus that you cannot operate and that maintenance of existing service should be a priority.

Monterey-Salinas Transit has expressed an interest in a bill that can provide relief through a prospective global fix, particularly to address the high cost of providing paratransit service.

California Transportation Commission Update

There have been many changes at the California Transportation Commission. Paul Van Konyneburg has been named Chair, while Hilary Norton has been selected as Vice-Chair. Mitchell Weiss was also named Executive Director, succeeding Susan Bransen who retired. Speaker Rendon selected Joseph Lyou, President and CEO of the Coalition for Clean Air, as his appointee to the Commission, while Senate President pro Tempore Toni Atkins has reselected Christine Kehoe to serve. Governor Newsom has up to three nominations that he has to make: one is to fill a vacancy left by the resignation of Tamika Butler, while the other two he could either reappoint or find successors for Van Konyneburg and Lucy Dunn.

Governor Newsom however is delaying decisions on appointments. Currently, the Governor has 60 days to reappoint an incumbent. If he fails to do so, the position becomes vacant. On March 21, issued an [Executive Order](#) (Page 3, Item 9), that defers appointments by an additional 60 days. For the CTC, terms for Commissioners Dunn and Van Konyneburg’s were up on 3/31. The Order buys the Governor until 5/31 to reappoint either or both. The vacancy for the Tamika Butler vacancy will probably not be made until then as well.

TAMC Bill Matrix – April 2020

Measure	Status	Bill Summary	Recommended Position
<p>AB 1350 (Gonzalez)</p> <p>Free youth transit passes: eligibility for state funding.</p>	<p>1/28/20</p> <p>Senate Rules</p>	<p>This bill would require transit agencies to offer free youth transit passes to persons 18 years of age and under in order to be eligible for state funding under the Mills-Deddeh Transit Development Act, the State Transit Assistance Program, or the Low Carbon Transit Operations Program. The bill would also require a free youth transit pass to count as a full price fare for purposes of calculating the ratio of fare revenues to operating costs. MST is concerned about this bill impacting their budget and their ability to provide fixed-route services. MST and the California Transit Association (CTA) will recommend amendments to the bill that would instead provide state funding to school districts to purchase passes for youth.</p>	<p>OPPOSE unless amended</p> <p>Priority 13S</p>
<p>AB 1839 (Bonta)</p> <p>California New Green Deal</p>	<p>1/6/20</p> <p>Introduced</p>	<p>This bill is a spot bill that intends to create the California Green New Deal Council with a membership appointed by the Governor. The bill would require the California Green New Deal Council to submit a report to the Legislature no later than January 1, 2022.</p>	<p>WATCH</p> <p>Priority 12S</p>
<p>AB 1908 (Chen)</p> <p>Homeless encampment and litter</p>	<p>2/27/20</p> <p>Assembly Transportation</p>	<p>This bill would require Caltrans to clean up homeless encampments and litter within its right-of-way and expedited and coordinated access to housing and supportive services.</p>	<p>WATCH</p> <p>Priority NA</p>
<p>AB 2011 (Holden)</p> <p><u>West San Bernardino County Rail Construction Authority</u></p>	<p><u>2/14/20</u></p> <p><u>Assembly Transportation</u></p>	<p><u>This bill would create a new authority for purposes of awarding and overseeing all design and construction contracts for completion of an extension of the Metro Gold Line light rail project from the City of Montclair to the Ontario International Airport. The San Bernardino County Transportation Authority is asking TAMC to oppose the bill because it transfers the responsibility from the county’s transportation planning agency to a newly created authority that provides less influence in the decision-making process. By creating the new entity, the bill is circumventive an existing function of the regional planning and taxing authority in one county to address a project that will predominantly serve an adjacent county (Los Angeles).</u></p>	<p><u>OPPOSE</u></p> <p><u>Priority 1S</u></p>

TAMC Bill Matrix – April 2020

Measure	Status	Bill Summary	Recommended Position
<p>AB 2012 (Chu)</p> <p>Free senior transit passes: eligibility for transit funding</p>	<p>2/14/20</p> <p>Assembly Transportation</p>	<p>This bill would require transit agencies to offer free senior transit passes to persons over 65 years of age in order to be eligible for state funding under the Mills-Deddeh Transit Development Act, the State Transit Assistance Program, and the Low Carbon Transit Operations Program. The bill would require those free senior transit passes to count as full price fares for purposes of calculating the ratio of fare revenues to operating costs. MST is concerned about this bill impacting their budget and their ability to provide fixed-route services. MST and CTA will recommend amendments to the bill that would instead provide state funding to senior centers to purchase passes for seniors.</p>	<p>OPPOSE unless amended</p> <p>Priority 13S</p>
<p>AB 2121 (Friedman)</p> <p>Traffic safety</p>	<p>2/20/20</p> <p>Assembly Transportation</p>	<p>This bill would require Caltrans to convene a committee of external design experts to advise on revisions to the Highway Design Manual. The bill would also require the California Traffic Safety Program to include a traffic safety monitoring program that identifies and addresses locations with pedestrian- and bicyclist-related crashes. It would extend the period of time a prima facie speed limit may be justified by an engineering and traffic survey if a registered engineer evaluates the section of the highway and finds that there has been an increase in traffic-related crashes. The bill implements Vision Zero to allow for reducing speed limits and eliminating bicycle and pedestrian fatalities.</p>	<p>SUPPORT</p> <p>Priority 7S</p>
<p>AB 2145 (Ting)</p> <p>Electric vehicle charging stations</p>	<p>2/10/20</p> <p>Introduced</p>	<p>Spot bill related to the electric vehicle charging infrastructure approval process employed by the Public Utilities Commission, to help ensure that by 2030 California will install enough electric vehicle charging ports to meet the demand for charging infrastructure.</p>	<p>WATCH</p> <p>Priority 11S</p>

TAMC Bill Matrix – April 2020

Measure	Status	Bill Summary	Recommended Position
<p>AB 2176 (Holden)</p> <p>Free student transit passes: eligibility for state funding</p>	<p>2/27/20</p> <p>Assembly Transportation and Higher Education</p>	<p>This bill would require transit agencies to offer free student transit passes to persons attending the California Community Colleges, the California State University, or the University of California in order to be eligible for state funding under the Mills-Alquist-Deddeh Act, the State Transit Assistance Program, or the Low Carbon Transit Operations Program. The bill would also require a free student transit pass to count as a full price fare for purposes of calculating the ratio of fare revenues to operating costs. MST is concerned about this bill impacting their budget and their ability to provide fixed-route services. MST and the California Transit Association (CTA) will recommend amendments to the bill that would instead provide state funding to schools to purchase passes for students.</p>	<p>OPPOSE unless amended</p> <p>Priority 13S</p>
<p>AB 2262 (Berman)</p> <p>Zero-emission vehicle readiness plan</p>	<p>2/14/20</p> <p>Assembly Transportation and Natural Resources</p>	<p>This bill would require each sustainable communities strategy to also include a zero-emission vehicle readiness plan. By imposing new requirements on local agencies, the bill would impose a state-mandated local program.</p>	<p>WATCH</p> <p>Priority 11S</p>
<p>SB 757 (Allen)</p> <p>State highways: relinquishments</p>	<p>1/23/20</p> <p>Assembly Rules</p>	<p>This bill would allow for the California Transportation Commission, rather than the legislature, to oversee the process for requests to relinquish portions of the state highway system to local jurisdictions.</p>	<p>SUPPORT</p> <p>Priority 13S</p>

TAMC Bill Matrix – April 2020

Measure	Status	Bill Summary	Recommended Position
<p>SB 795 (Beall)</p> <p>Affordable housing and community development investment</p>	<p>1/15/20</p> <p>Referred to Senate Governance and Finance; Housing; and Education</p>	<p>This bill would establish the Affordable Housing and Community Development Investment Program, to authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply for funding for eligible projects include, among other things, construction of workforce and affordable housing, certain transit-oriented development, and “projects promoting strong neighborhoods.” The source of funding for this program is from a county’s transfer of the Educational Revenue Augmentation Fund (ERAF). SB 795 is being sponsored by the California State Building & Construction Trades Council. TAMC supported its predecessor, SB 5, and sent a support letter as the language was identical.</p>	<p>SUPPORT</p> <p>Priority 12S</p> <p>Letter sent 1/24/20</p>
<p>SB 1231 (Monning)</p> <p>Endangered species: take: Santa Cruz long-toed salamander</p>	<p>3/18/20</p> <p>Senate Natural Resources and Water</p>	<p>This bill would allow the Department of Fish and Wildlife to authorize a permit for the take of the Santa Cruz long-toed salamander (<i>Ambystoma macrodactylum croceum</i>) resulting from impacts attributable to the construction along the State Route 156 (SR 156) corridor through Moro Cojo Slough in the County of Monterey for the purpose of enhancing safety and access, if certain conditions are satisfied. The purpose of this bill is to allow TAMC to implement safety improvements to eliminate collisions and fatalities along the SR 156 corridor while allowing for enhanced mitigation for an endangered species.</p>	<p>SPONSOR</p> <p>Priority 4S</p>
<p>SB 1363 (Allen)</p> <p>Regional Transportation Plans: Reduction of GHG and VMT</p>	<p>3/18/20</p> <p>Senate Environmental Quality</p>	<p><u>This bill would provide the California Air Resources Board (CARB) with a more pronounced role in the approval of regional transportation planning. It requires CARB to provide each affected region with greenhouse gas emission (GHG) targets for the automobile and light truck sector for 2045 and 2050, and with vehicle miles traveled (VMT) reduction targets for 2035, 2045, and 2050. This bill would require each MPO to work with CARB until CARB approves or rejects the accuracy of the technical methodology used to estimate the GHG and VMT reductions in the MPO’s sustainable communities strategy. While Monterey County is an attainment area, this bill would undermine local control (AMBAG) and could alter the ability to deliver certain projects, particularly those expressed in the Measure X expenditure plan.</u></p>	<p><u>OPPOSE</u></p> <p>Priority 1S</p>

TAMC Bill Matrix – April 2020

Measure	Status	Bill Summary	Recommended Position
<p><u>SB 1390 (Portantino)</u></p> <p><u>Montclair to Ontario Airport Construction Authority</u></p>	<p><u>3/12/20</u></p> <p><u>Senate Transportation</u></p>	<p><u>This bill is similar to AB 2011 in circumventing the local transportation planning agency's decision-making authority. The difference in this bill is that it requires the San Bernardino County Transportation Authority to transfer the unencumbered balance of all funds programmed from its local sales tax measure, and an unspecified source of funding to the new construction authority, Montclair to Ontario Airport Construction Authority versus the West San Bernardino County Rail Construction Authority created in AB 2011, for completion of the project. This bill would authorize Los Angeles Metro to review any significant changes in the scope of the design or construction of the project. The concern is that voter-approved resources in one county would be diverted for the benefit of a project that predominantly serves an adjacent county (Los Angeles).</u></p>	<p><u>OPPOSE</u></p> <p><u>Priority 1S</u></p>



TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Memorandum

To: Board of Directors
From: Michael Zeller, Principal Transportation Planner
Meeting Date: April 22, 2020
Subject: **Building Removal on TAMC Property on the Former Fort Ord**

RECOMMENDED ACTION:

APPROVE Resolution 2020-05 authorizing the Executive Director to execute an agreement with the Fort Ord Reuse Authority and the City of Marina for the Transportation Agency to receive bond proceeds for the removal of Agency-owned buildings on the former Fort Ord.

SUMMARY:

The Fort Ord Reuse Authority (FORA) is preparing to issue debt against its statutory share of property tax revenue to fund the demolition of buildings within the former Fort Ord. The proposed bond issuance offers an important opportunity for the Transportation Agency to incur significant savings in the creation of a planned transit-oriented development on the property. The City of Marina is proposed to administer the bond program upon the sunset of FORA.

FINANCIAL IMPACT:

Under current market conditions, FORA consultants estimate that a bond issuance could generate \$30 million to \$40 million for building removal. The distribution scenario approved at the December 13, 2019 FORA Board Meeting sets the Agency’s share at 7.0% of proceeds, or a range of \$2.1 million to \$2.8 million in bond proceeds. The amount required to demolish the Agency-owned properties is conservatively estimated to be \$3.5 million. Staff believes that this cost could be lower in the post-COVID-19 era, particularly if building demolition can be combined with nearby properties owned by Monterey-Salinas Transit and the City of Marina.

DISCUSSION:

Upon the closure of Fort Ord, the Army left behind approximately 1,600 buildings, ranging in age from the early 1900s to the late 1980s. These buildings have become dilapidated over time, contain various forms of hazardous materials and are frequently targeted sites for vandalism and illegal dumping in close proximity to various occupied buildings. To assist with removal of the blight and economic redevelopment of the former Fort Ord, the Base Reuse Plan includes removal of building stock and related environmental hazards/blight in certain areas of the former Fort Ord to make way for reuse.

With the planned sunset of FORA on June 30, 2020, FORA staff estimates that there remains approximately \$50-60 million in blight removal costs. The Reuse Authority is proposing to issue bonds to fund the building removal program prior to its dissolution. The following table summarizes the estimate of remaining building removal costs by jurisdiction:

Jurisdiction	Estimated Building Removal Costs
Marina	\$28 million
Seaside	\$18 million
TAMC	\$3.5 million
County of Monterey	\$2.5 million
State Parks	\$1.6 million
Marina Coast Water District	\$1.5 million
Monterey-Salinas Transit	\$1.0 million
Total	\$56.1 million

The Transportation Agency-owned property within the former Fort Ord is located between 1st Avenue and Highway 1, and 5th and 8th streets in Marina, California. On the property are seven buildings, including a former cold storage building, a former meat cutting building, four warehouses, and a former storehouse building. Six of the buildings are attached and parallel to Highway 1; one larger concrete building is north of 8th Street, next to the bridge crossing Highway 1 (see the map, attached). The Transportation Agency contracted with Vista Environmental to conduct a hazardous materials assessment in June 2019 and all properties were found to contain asbestos, lead-based paint, universal waste. It is also suspected that light fixtures with ballasts may contain polychlorinated biphenyl (PCB) oil. The Fort Ord Reuse Authority's proposed bond issuance for building removal presents an opportunity for the Transportation Agency to have these buildings (or a portion of them) demolished under this program.

Under the proposed Agreement, FORA will issue the bonds prior to its sunset on June 30, 2020 and essentially have the bond trustee to remit 7.0% of the proceeds to TAMC Building Removal Account. TAMC may use these bond proceeds only for building removal costs and may not use the funds for administrative costs. Any surplus funds remaining after building removal must be returned to the surplus bond funding account. The City of Marina, will serve as the bond fund Administrator. The Administrator will oversee the surplus bond account, collecting any surplus funds and allocating such funds to cover any shortfalls. The Administrator may also facilitate shared contracting out for the building removal work, and paying invoices, which could result in cost savings for the Agency.

Agency staff and Legal Counsel have reviewed the agreement and believe that it is structured in a manner so as to protect the Agency's interests. FORA is seeking approval of the agreement in April in order to be ready to issue bonds in May, 2020.

Staff recommends approval of the attached Resolution 2020-05 authorizing the Executive Director to enter into a funding agreement with FORA and the City of Marina to administer the bond proceeds and direct a fixed 7.0% of the total bond proceeds to the Transportation Agency dedicated to building removal.

ATTACHMENTS:

- ▣ Resolution 2020-05
- ▣ Building Removal Funding Agreement
- ▣ Potential Building Removal Sites - Basewide Map
- ▣ TAMC Building Locations - Aerial Map

**RESOLUTION NO. 2020-05
OF THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

**APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF
A BUILDING REMOVAL FUNDING AGREEMENT**

WHEREAS, the Fort Ord Reuse Authority (the “Authority”) plans to issue its Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) (the “Bonds”) pursuant to an Indenture of Trust, dated as of May 1, 2020 (the “Indenture”) among the Authority, the City of Marina, as administrator (the “Administrator”), and U.S. Bank National Association, as trustee (the “Trustee”); and

WHEREAS, pursuant to the Indenture, a portion of the proceeds of the Bonds will be deposited to an account held by the Trustee, and will be transferred by the Trustee to the Transportation Agency for Monterey County (sometimes referred to in this Resolution as the “Funding Recipient”) to be used by the Funding Recipient to pay Building Removal Costs, as identified in the Building Removal Funding Agreement (the “Funding Agreement”) referred to below; and

WHEREAS, in order to assure the Authority that the proceeds of the Bonds will only be used by the Funding Recipient for Building Removal Costs, and to otherwise set forth matters related thereto, the Authority has requested that the Funding Recipient enter into the Funding Agreement with the Authority and Administrator, a form of which Funding Agreement has been presented to the Transportation Agency for Monterey County for its approval; and

WHEREAS, the Transportation Agency for Monterey County, with the assistance of its Staff, has reviewed the Funding Agreement and now desires to approve the Funding Agreement and to direct its execution and delivery so that the Transportation Agency for Monterey County will have funds to pay the Building Removal Cost.

NOW, THEREFORE, BE IT RESOLVED THAT: the Transportation Agency for Monterey County hereby approves the Funding Agreement in the form on file with the Executive Director, and hereby authorizes and directs the Executive Director to execute and deliver the Funding Agreement in such form together with any changes therein deemed advisable by the Executive Director upon consultation with Counsel to the Transportation Agency for Monterey County, the approval of such changes to be conclusively evidenced by the execution and delivery by the Executive Director of the Funding Agreement; and

BE IT FURTHER RESOLVED THAT: the Executive Director and all other officers of the Transportation Agency for Monterey County are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder to implement the Funding Agreement, including but not limited to the execution and delivery of any and all certificates, documents and other instruments which they, or any of them, deem necessary or desirable and not inconsistent with the purposes of this Resolution and the Funding Agreement.

PASSED AND ADOPTED by the Transportation Agency for Monterey County, State of California this 22nd day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

**LUIS ALEJO, CHAIR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

ATTEST:

**DEBRA L. HALE, EXECUTIVE DIRECTOR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

BUILDING REMOVAL FUNDING AGREEMENT

among the

FORT ORD REUSE AUTHORITY,

and the

**CITY OF MARINA, CALIFORNIA,
as Administrator,**

and the

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Dated as of May 1, 2020

**Relating to:
Fort Ord Reuse Authority
Tax Allocation Bonds,
Series 2020
(Federally Taxable)**

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EXHIBIT A – BUILDING REMOVAL COSTS AND RELATED PARCELS

BUILDING REMOVAL FUNDING AGREEMENT

THIS BUILDING REMOVAL FUNDING AGREEMENT (the "Agreement"), dated as of May 1, 2020, is by and among the FORT ORD REUSE AUTHORITY (the "Authority"), the CITY OF MARINA, CALIFORNIA, as Administrator (the "Administrator") and the TRANSPORTATION AGENCY FOR MONTEREY COUNTY (the "Funding Recipient"), and is related to use by the Funding Recipient of proceeds of the Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) (the "Bonds").

RECITALS:

WHEREAS, the Authority is issuing the Bonds pursuant to an Indenture of Trust, dated as of May 1, 2020 (the "Indenture"), by and among the Authority, the Administrator and U.S. Bank National Association, as trustee (the "Trustee") in order to fund Building Removal Costs of Building Removal to be undertaken by the Local Agencies, as such capitalized terms are defined in the Indenture; and

WHEREAS, the Funding Recipient is one of the Local Agencies, and the Indenture provides for the deposit of a portion of the proceeds of the Bonds on the date of issuance of the Bonds (the "Closing Date") to a TAMC Account of a Project Fund held by the Trustee as set forth in Section 3.02(a)(vii) of the Indenture; and

WHEREAS, pursuant to Section 3.04(b) of the Indenture, the Trustee will remit the amount in the TAMC Account to the Funding Recipient on the Closing Date to be used by the Funding Recipient as provided in this Agreement; and

WHEREAS, the Authority will be dissolved on June 30, 2020, and the Administrator is entering into this Agreement as assignee of the Authority under the Indenture solely to perform certain limited administrative activities as expressly set forth in the Indenture;

WHEREAS, the Authority, the Administrator and the Funding Recipient now desire to set forth provisions related to the disposition by the Funding Recipient of the amount transferred to it by the Trustee on the Closing Date, and to specify the rights and limited liability of the Administrator hereunder.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. Each of the above recitals as applicable to it is true and correct.

2. Issuance of the Bonds. The Authority hereby agrees to (a) issue the Bonds, (b) cause 7.0% of the proceeds of the Bonds to be deposited to the TAMC Account under the Indenture, and (c) cause the Trustee to remit the amount deposited to the TAMC Account to the Funding Recipient on the Closing Date. Notwithstanding the foregoing, this Agreement shall be null and void ab initio if for any reason whatsoever the Authority does not perform its obligations under the preceding sentence prior to its dissolution, and no damages or liability whatsoever shall arise or be incurred by the Authority as a consequence of its failure to perform such obligations. In no event shall the Funding Recipient have a right to compel the issuance of the Bonds.

The Funding Recipient hereby advises that its wire transfer instructions for the transfer of funds provided for in clause (c) of the first sentence of the preceding paragraph are: _____.

3. Use of Proceeds. The Funding Recipient hereby agrees to establish an account on its books and records (referred to in this Agreement as the "Building Removal Account") in order to account for its use of the proceeds of the Bonds remitted to it as described in clause (c) of the first sentence of Section 2. Amounts deposited to the Building Removal Account may be comingled with other monies of the Funding Recipient for investment purposes, but the Funding Recipient shall at all times maintain records as to the funds in the Building Removal Account and the investment earnings thereon as provided below.

The Funding Recipient agrees that amounts withdrawn from the Building Removal Account will be used solely to pay costs of the Building Removal Costs, as described in Exhibit A hereto then due and payable by the Funding Recipient, or that have otherwise theretofore been paid by the Funding Recipient after the date of this Agreement. In no event shall the Authority or the Administrator have any responsibility for the use by the Funding Recipient of amounts disbursed from the Building Removal Account, or any Building Removal activities of the Funding Recipient, or for any Building Removal Costs incurred by the Funding Recipient.

The Funding Recipient shall have the sole right to direct the investment of the amounts on deposit in the Building Removal Account. While the Funding Recipient shall have no obligation or liability with respect to any such investment, including any losses with respect thereto, any investment earnings on funds in the Building Removal Account shall be credited to such account and used solely for the purposes thereof as provided in this Section 3.

The Funding Recipient agrees to maintain accounting records relating to the use of amounts disbursed to or upon its order from the Building Removal Account in accordance with Funding Recipient's accounting procedures for similar funds. The Funding Recipient will, upon written request, provide the Authority or the Administrator, whichever requests the same, complete copies of the Funding Recipient's records related to such disbursements.

In the event that the Funding Recipient determines in its sole discretion that it has funds in the Building Removal Account that it will not expend on Building Removal Costs, it shall remit such amount to the Trustee for deposit in the Surplus Account under the Indenture for disposition from the Surplus Account as provided in the Indenture.

Neither the Authority nor the Administrator shall have any liability or responsibility whatsoever with respect to any Building Removal activities of the Funding Recipient or any Building Removal Costs or other costs incurred for any reason by the Funding Recipient. The Funding Recipient hereby agrees to hold the Authority and the Administrator harmless with respect to any claim by any entity in opposition to the provisions of the preceding sentence.

4. Reimbursement of Administrative Costs. The Funding Recipient hereby agrees to pay, other than from amounts in the Building Removal Account, any and all costs with respect to its review, execution and performance of this Agreement. Neither the Authority nor the Administrator shall have any obligation to pay any costs of the Funding Recipient incurred by it in connection with this Agreement or the Building Removal activities of the Funding Recipient.

Costs of the Authority and the Administrator with respect to this Agreement (a) incurred on or before the Closing Date, shall be Costs of Issuance to be paid from the Costs of Issuance Fund under the Indenture; (b) incurred from and after the Closing Date shall be Administrative Expenses to be paid from the Administrative Expense Fund under the Indenture (as such capitalized terms used in the preceding clauses (a) and (b) are defined in the Indenture); and the Funding Recipient shall have no responsibility to pay any such costs. The Funding Recipient should have no responsibility to pay any costs of the Authority or the Administrator incurred by them with respect to the Indenture for the repayment or the administration of the Bonds.

5. Building Removal. The Funding Recipient shall have sole responsibility for all of its Building Removal activities..

6. Limited Obligations. All obligations of the Authority under and pursuant to this Agreement shall be limited to those specified in the first sentence of Section 1, subject in any event to the provisions of the provisions of the second sentence of Section 1. No Boardmember, officer or employee of the Authority shall in any event be personally liable hereunder. Following any deposit of Bond proceeds in the Building Removal Account as provided in Section 1 above, the Authority shall have no liability with respect to the handling or the investment of such funds by the Funding Recipient, or the disposition of such funds by the Funding Recipient.

The only obligations of the Funding Recipient hereunder shall be to expend amounts in Building Removal Account for Building Removal Costs, and to maintain records as to the use of the amounts withdrawn from the Building Removal Account. If, for any reason whatsoever, there are insufficient funds in the Building Removal Account to pay all of the Building Removal Costs of the Funding Recipient, none of the Funding Recipient, the Authority or the Administrator shall have any obligation under this Agreement to fund any such shortfall. If the Funding Recipient shall fail to perform any of its obligations hereunder, the sole remedy of the Authority or the Administrator shall be the commencement of an action in the Superior Court for specific performance by the Funding Recipient of such obligations. No member of the governing board of the Funding Recipient, or any officer or employee thereof, shall in any event be personally liable hereunder.

The Administrator shall have no obligation or liability to the Funding Recipient or the Authority under this Agreement. It is hereby acknowledged that the sole reason for the Administrator to be a party to this Agreement is to recognize its rights to accounting records of, and to compel performance by, the Funding Recipient hereunder, and to consent to amendments hereto in its sole discretion. In no event shall the Administrator have any liability to the Authority or the Funding Recipient under or by reason of this Agreement, and no Councilmember, officer or employee of the Administrator shall in any event be personally liable hereunder.

7. Termination. This Agreement shall cease to be effective and shall terminate (a) upon the dissolution of the Authority, if the Authority has not issued the Bonds prior to its dissolution, or (b) if not terminated pursuant to clause (a), upon the disbursement by the Funding Recipient of all amounts in the Building Removal Account. Notwithstanding the foregoing, the provisions of the fourth paragraph of Section 3 and the provisions of Section 6 shall survive such termination.

8. Amendment. This Agreement may be amended at any time but only in writing signed by (a) prior to the dissolution of the Authority, the Authority, the Administrator and the Funding Recipient, and (b) after dissolution of the Authority, the Administrator and the Funding Recipient.

9. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

10. Notices. Any notice required or permitted by this Agreement to be given or delivered to another party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

The Authority: Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, California 93933
Attention: Executive Officer

Administrator: City of Marina
211 Hillcrest Avenue
Marina, California 93933
Attention: City Manager

Funding Recipient: Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, California 93901
Attention: Executive Director

A copy of any notice to be given to the Authority hereunder shall be given to the Administrator. Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

11. Exhibit. The exhibit attached hereto is incorporated into this Agreement by this reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

14. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity (including but not limited to the Trustee or the owners of the Bonds) shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than Administrator, the Authority and Funding Recipient, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

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

FORT ORD REUSE AUTHORITY

By: _____
Josh Metz,
Executive Director

CITY OF MARINA, CALIFORNIA,
as Administrator

By: _____
Layne Long,
City Manager

TRANSPORTATION AGENCY FOR
MONTEREY COUNTY

By: _____
Debra L. Hale,
Executive Director

06006.05:J16858

EXHIBIT A

BUILDING REMOVAL COSTS AND RELATED PARCELS

"Building Removal Costs" means the costs of Building Removal, including, without limitation, all costs of planning, engineering, management, risk management (including insurance premiums, legal fees and litigation costs associated with the Building Removal), and associated administrative services required to removed blighted buildings from certain parcel(s) of property within the boundaries of the former Fort Ord listed below.

"Building Removal" means any or all of the following: waste characterization, abatement, building demolition, building removal, building repair, waste disposal, and remediation of buildings and building sites located at certain parcel of property within the boundaries of the former Fort Ord listed below.

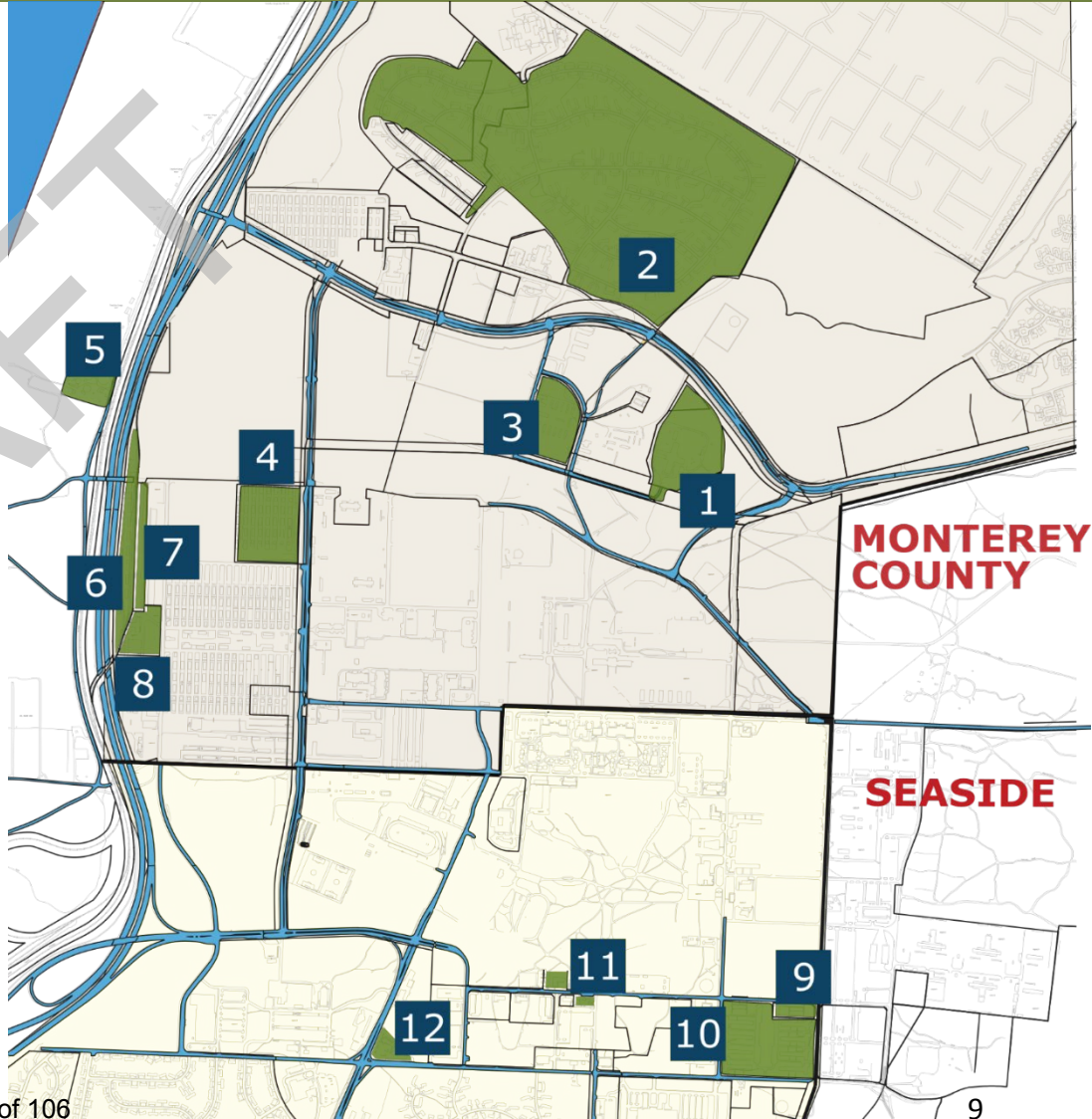
The parcel on which the Building Removal activities of the Funding Recipient are to occur are as follows:

<u>Jurisdiction</u>	<u>USACE Parcel Number</u>	<u>Description</u>
City of Marina	L20.16.1	TAMC Transit Center

Building Removal Project List

Project Area = boundaries of a building removal project

	Area Name	Owner
1	Stockade	FORA
2	Cypress Knolls	Marina
3	MCWD – 4 th St. Storage	MCWD
4	Marina Park	Marina
5	Water Treatment Plant	State Parks / MCWD
6	TAMC – 1 st St. Transit Center	TAMC
7	Marina Arts District	Marina
8	MST – 1 st St. Transit Center	MST
9	MST – Surplus II Storage	MST
10	Surplus II – Hammerheads	Seaside
11	Church & DGS Bldg.	Seaside
12	Former Fast Food	Seaside
13	Ammo Supply Point	Monterey County





KEY MAP





Memorandum

To: Board of Directors
From: Michael Zeller, Principal Transportation Planner
Meeting Date: April 22, 2020
Subject: **Master State and Federal Funding Agreement between TAMC and Local Agencies**

RECOMMENDED ACTION:

APPROVE the 2020 Transportation Agency Master State and Federal Funding Agreement for release to local agencies, pending Counsel approval.

SUMMARY:

The Transportation Agency Master Funding Agreement memorializes conditions and requirements for local agencies to use state funds passed through by the Transportation Agency for Monterey County. Each agency receiving Regional Surface Transportation Program, Regional Development Impact Fee, and Transportation Development Act 2% funds will be required to enter into a master agreement.

FINANCIAL IMPACT:

Over next three fiscal years, the Regional Surface Transportation Program funding is estimated at \$4.8 million per year, and the Transportation Development Act 2% bicycle and pedestrian project funding is estimated at \$250,000 annually. These revenue estimates may change due to economic factors and the anticipated decline in fuel and sales tax revenues.

DISCUSSION:

The Transportation Agency's Master Funding Agreement is designed to comply with a State requirement that the Transportation Agency for Monterey County enter into contracts with its member agencies for the reimbursement of funds managed by the Agency. The Master Funding Agreement details state requirements for several funding sources, including Regional Surface Transportation Program and Transportation Development Act 2%, and other fiscal provisions required to comply with state and federal regulations. The agreement also covers any Regional Development Impact Fees that are programmed to projects managed by local jurisdictions, requiring them to follow the same provisions as the other fund sources.

These Master Agreements anticipate that specific projects and amounts may vary for any member agency over time and that the parties will only need to approve revised "Exhibit A" documents, rather than the entire Master Agreement. Each Exhibit A will identify the project for which funds are allocated, as well as the timing and amount of such funds for each identified project, in order to ensure compliance with requirements. Exhibit A's will be updated each time new funds are allocated or existing allocations are modified and approved by the TAMC Board.

While the majority of the provisions in the Master Funding Agreement reflect the language of the agreement that the Transportation Agency signs with the State to receive Regional Surface Transportation Program funds, Agency staff

has also included project completion requirements in this agreement. As part of the Master Funding Agreement, the funding recipient agrees to provide to the Transportation Agency a short report summarizing total project costs and milestones, including before and after photos of the project, for each funded project within sixty days of completion. In addition, the Master Funding Agreement will need to be updated with each agency every three years. Each individual project will have a three year timely use of fund date, timed to the day the award was approved by the Transportation Agency Board of Directors. All projects awarded to a jurisdiction with funds programmed by the Transportation Agency will be included in the Master Agreement, including past awards and fair share allocations. Once a Master Agreement has been executed, then jurisdictions may submit a claim reimbursement form for funds.

The Master Agreements are in effect for a period of three years, and are updated with each new cycle of the Regional Surface Transportation Program to incorporate any new provisions. The only changes incorporated into this new Master Agreement for the 2020 cycle are updating the name of the federal Regional Surface Transportation Program to the Surface Transportation Block Grant Program; and removal of references to the Local Transportation Program since those funds are all directed to Monterey-Salinas Transit and are not covered in this agreement with the jurisdictions. As such, the Master Agreements from the prior funding cycle are expiring and this new agreement needs to be approved and executed by each jurisdiction in order to be eligible for funding reimbursements for the 2020 Regional Surface Transportation Program cycle.

ATTACHMENTS:

- 2020 Master State and Federal Funding Agreement - DRAFT

**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

Debra L. Hale
Executive Director

Date

Recipient:
CITY OF XXXX

Name, Title

Date

Approved as to Form:

Kathryn Reimann
TAMC Counsel

Date

City Attorney
City of XXX

Date



Memorandum

To: Board of Directors
From: Laurie Williamson, Senior Transportation Engineer
Meeting Date: April 22, 2020
Subject: Call Box Maintenance and Improvements - Request for Proposals

RECOMMENDED ACTION:

Call Box Maintenance and Improvements Request for Proposals:

1. **APPROVE** the scope of work for the request for proposals for call box maintenance and improvements, subject to counsel approval;
2. **AUTHORIZE** staff to publish the request for proposals and return to the Board of Directors with a recommendation for approval of a consultant, including the final scope of work;
3. **APPROVE** the use of Service Authority for Freeways and Expressways funds for call box maintenance and improvements; and
4. **AUTHORIZE** the Executive Director to take such further actions as may be necessary to fulfill the intent of the program, including modifications that do not significantly alter the scope of work.

SUMMARY:

The Agency's current contract for call box maintenance and improvement services expires on June 30, 2020. Staff is attempting to utilize a state contractor for this work, but that has not been confirmed. This action will allow staff to issue a separate request for proposals for the work.

FINANCIAL IMPACT:

The Service Authority for Freeways and Expressways (SAFE) program is funded by a \$1 per vehicle surcharge as part of the Department of Motor Vehicles registration fees. The cost of call box maintenance in 2018-2019 was \$81,670.

DISCUSSION:

The Service Authority for Freeways and Expressway (SAFE) program provides free emergency telephone services to stranded motorists through call boxes. The program is a joint effort between the California Department of Transportation, the California Highway Patrol and the Transportation Agency.

In Monterey County, a system of 190 call boxes allows motorists to request roadside assistance along the following routes: State Route 1, State Route 68, State Route 156, US Highway 101, Jolon Road (G14, G18), and Arroyo Seco Road / Carmel Valley Road (G16). Since the program's inception in 1999, many system improvements have been implemented, including improved accessibility for disabled motorists, enhanced system coverage, and faster response to call box calls. The call box system has also completed upgrades for digital service conversion, and speech and hearing impaired capability. In February of 2014, the Transportation Agency entered into a three-year maintenance and improvement contract. The contract was renewed for an additional three years in 2017 and expires on June 30, 2020.

Call box maintenance, both preventative and corrective, includes items such as repairs due to knockdowns or vandalism, temporary removals due to construction, permanent removals, maintaining boxes in good working order and updating boxes to 4G cellular service.

The proposal review process will evaluate responsive maintenance providers according to several criteria, including: qualifications and experience, staffing and organization, work plan and proposal quality. Completed and responsive proposals will be screened and rated by an evaluation committee. The selected maintenance provider is expected to begin service in July 2020 after the completion of the previous contract, resulting in no gap in service.

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

April 23, 2020	Distribute request for proposals
May 7, 2020	Deadline for requests for clarification or exceptions
May 14, 2020	Proposals due
May - June 2020	Proposal review and contract negotiation
June 24, 2020	Present consultant contract to TAMC Board for approval
July 1, 2020	Begin new service contract

WEB ATTACHMENTS:

[Call Box Maintenance and Improvements Scope of Work](#)



Memorandum

To: Board of Directors
From: Christina Watson, Principal Transportation Planner
Meeting Date: April 22, 2020
Subject: Salinas Rail Project - HDR Engineering Contract Amendment

RECOMMENDED ACTION:

Salinas Rail Project - HDR Engineering Contract Amendment #7:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #7 with HDR Engineering Inc., subject to approval by Agency Counsel, to reallocate the existing budget without exceeding the previously approved budget for design of Package 1 at the Salinas train station;
2. **AUTHORIZE** the use of state 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 Rail Extension Kick Start Project is in the final design phase. HDR Engineering, Inc. was originally hired for this work in June 2014 after a formal Request for Proposals process. The contract now needs to be amended to reallocate the budget to close out completed tasks and put the remaining funds into the three tasks that are continuing until the end of the contract in December 2020: project management, design support during construction, and as-built plans.

FINANCIAL IMPACT:

The budget for the contract has a not-to-exceed amount of \$2,809,148, funded through Traffic Congestion Relief Program (TCRP) funds allocated to the design phase and State Transportation Improvement Program and Proposition 116 Rail Bond funds allocated to the construction phase.

DISCUSSION:

The Salinas Rail Extension Kick Start Project Package 1 is currently under construction. Package 1 includes circulation improvements along West Market Street/ State Route 183 and via an extension of Lincoln Avenue, which previously terminate West Market Street from the south. The improvements include changing the intersection at Lincoln Avenue to a 4-way intersection with the associated changes to the signals, bike lanes and crosswalks, as well as some lane configuration changes. Package 1 also includes two parking lots with landscaping and stormwater improvements, and adding bicycle parking near the train station. Contract amendment #7 with HDR Engineering, Inc., reallocates funding from completed tasks to the currently active tasks of project management, design support during construction, and as-built designs after construction. **Attached** are the contract amendment #7 and the revised budget.

ATTACHMENTS:

- ▢ HDR Contract Amendment #7

AMENDMENT # 7 TO AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

AND

HDR ENGINEERING, INC.

THIS AMENDMENT NO. 7 to the agreement dated June 25, 2014, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC", and HDR Engineering, Inc., hereinafter referred to as "Consultant", is hereby entered into between TAMC and Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on June 25, 2014, hereinafter referred to as "Agreement";
- B. **WHEREAS**, the Agreement relates to the Salinas Rail Extension Kick Start Project (the "Project"), which is currently in the final design phase and for which Consultant is to provide design support during construction and as-built designs after construction;
- C. **WHEREAS**, the Agreement contains a Not to Exceed amount, which may be amended only by the written agreement of the parties, and which establishes the maximum amount of costs which may be incurred under the Agreement;
- D. **WHEREAS**, TAMC and Consultant approved Amendment #1 on April 27, 2016, to increase the maximum amount payable and expand the Scope of Services to add additional traffic analysis and other studies for the improvements to Highway 183 associated with the Project;
- E. **WHEREAS**, TAMC and Consultant approved Amendment #2 on May 24, 2017, to extend the agreement to June 30, 2019;
- F. **WHEREAS**, TAMC and Consultant approved Amendment #3 on August 23, 2017, to modify the contract budget to add task 17: Plans, Specifications, and Estimates (PS&E) for building demolition work for Package 1;

- G. **WHEREAS**, TAMC and Consultant approved Amendment #4 on February 28, 2018, to allow revised per task budgeted amounts while maintaining the current Not to Exceed amount as established in Amendment #3 to the Agreement;
- H. **WHEREAS**, TAMC and Consultant approved Amendment #5 on August 22, 2018, to allow revised per task budgeted amounts while maintaining the current Not to Exceed amount as established in Amendment #3 to the Agreement;
- I. **WHEREAS**, TAMC and Consultant approved Amendment #6 on April 24, 2019, to increase the maximum amount payable and expand the Scope of Services to add additional utility coordination and design work for Package 1 and to delete final design for Packages 2 and 3, and extend the contract term; and
- J. **WHEREAS**, TAMC and Consultant desire to amend the agreement for professional services, to allow revised per task budgeted amounts while maintaining the current Not to Exceed amount as established in Amendment #6 to the Agreement;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. BUDGET AND TOTAL COMPENSATION

The Budget attached to the Agreement as amended as Exhibit B is hereby replaced with the Budget designated Exhibit B-6 and shall be effective upon execution. Exhibit B-6 is attached hereto as Exhibit B-6 and provides for the reallocation of budgeted amounts within the existing Not to Exceed amount of Two Million, Eight Hundred Nine Thousand, One Hundred Forty-Eight Dollars (\$2,809,148). Exhibit B-6 replaces previous versions of the Budget in the contract.

2. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 7 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #7 to the Agreement with HDR Engineering, Inc.

TAMC :

HDR ENGINEERING INC.:

Debra L. Hale
Executive Director

Ken Jong
Vice President

(date)

(date)

Approved as to form:

TAMC Counsel

(date)

Exhibit B-6

					REVISED BUDGET		
TASK	Task Status	Current Budget	Remaining Budget (As of 2/29/2020)*	Proposed Budget Modification	Revised Total Budget	Revised Remaining Budget (As of 2/29/2020)*	
1	Kick-Off Meeting & Document Review	Complete	\$30,967.86	\$0.00	\$0.00	\$30,967.86	\$0.00
2	Project Management	In Progress	\$374,024.00	\$61,532.28	(\$28,992.52)	\$345,031.48	\$32,539.76
3	Topographic Surveys	Complete	\$129,801.72	\$0.00	\$0.00	\$129,801.72	\$0.00
4	Utility Coordination	Complete	\$194,139.08	\$34,611.28	(\$34,611.28)	\$159,527.80	\$0.00
5	Coordination with UP	Cancelled	\$13,240.20	\$0.39	\$0.00	\$13,240.20	\$0.39
6	Geotechnical Investigations	Complete	\$26,793.95	\$0.00	\$0.00	\$26,793.95	\$0.00
7	Final Plans**	Complete	\$1,354,217.14	\$147.49	(\$147.49)	\$1,354,069.65	\$0.00
8	Cost Estimates	Complete	\$51,879.00	\$12.63	(\$12.63)	\$51,866.37	\$0.00
9	Technical Specifications, Front End & Other Documents for Bidding	Complete	\$68,627.00	\$38.48	(\$38.48)	\$68,588.52	\$0.00
10	Bid support services	Complete	\$71,479.00	\$2,410.03	(\$2,410.03)	\$69,068.97	\$0.00
11	Additional Items and Services:	Complete	\$210,813.40	\$3,337.57	(\$3,337.57)	\$207,475.83	\$0.00
12	Hazardous Materials Phase 2 Report	Complete	\$22,622.12	\$0.00	\$0.00	\$22,622.12	\$0.00
	<i>Optional: Estimate of probable ROW costs</i>	Cancelled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Traffic Analysis	Complete	\$30,935.53	\$0.00	\$0.00	\$30,935.53	\$0.00
14	Geometric Drawings and Fact Sheets	Complete	\$17,439.36	\$0.00	\$0.00	\$17,439.36	\$0.00
15	As-Built Plans	Not Started	\$47,505.00	\$47,505.00	\$0.00	\$47,505.00	\$47,505.00
16	<i>Optional : Caltrans Project Report</i>	Cancelled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Building Demo PS&E	Complete	\$29,309.67	\$0.00	\$0.00	\$29,309.67	\$0.00
18	Design Support During Construction	In Progress	\$135,353.97	\$19,312.55	\$69,550.00	\$204,903.97	\$88,862.55
	TOTAL		\$2,809,148.00	\$168,907.70	\$0.00	\$2,809,148.00	\$168,907.70

*Includes BKF charge through 1/26/2020



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: April 22, 2020
Subject: **Committee Minutes**

RECOMMENDED ACTION:

ACCEPT draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of April 1, 2020
- Rail Policy Committee - no meeting this month
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - no meeting this month
- [Technical Advisory Committee](#) - no meeting this month
- Excellent Transportation Oversight Committee -draft minutes of February 18, 2020

ATTACHMENTS:

- ▢ Executive Committee draft minutes of April 1, 2020
- ▢ X-TOC Committee February Draft Minutes

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: Luis Alejo (Chair),
 Ed Smith (1st Vice Chair), Mary Adams (2nd Vice Chair),
 Robert Huitt (Past Chair),
 Chris Lopez (County representative), Michael LeBarre (City representative)*

Wednesday, April 1, 2020

*** 9:00 a.m. ***

REMOTE VIDEO/PHONE CONFERENCE ONLY

EXECUTIVE COMMITTEE	MAY 19	JUN 19	AUG 19	SEP 19	OCT 19	NOV 19	JAN 20	FEB 20	MAR 20	APR 20
Luis Alejo, Chair Supr. Dist. 1 (L. Gonzales; J. Gomez)	P(A)	P	P	P	P	P	P(A)	P (TC)	P (TC)	P (VC)
Michael LeBarre, City Representative King City (C. DeLeon)	P	P	P	P	P	P	P	P	P	P (VC)
Robert Huitt, Past Chair Pacific Grove (D. Gho)	P	P	P	P	P	P	P	P	P	P (VC)
Chris Lopez, County Representative Supr. Dist. 2								P*	P	P (VC)
Mary Adams, 2nd Vice Chair Supr. Dist. 5 (Y. Anderson)	P	P	P(A)	P	P(A)	P	P	P	P(A)	P (VC)
Ed Smith, 1st Vice Monterey (A. Renny)	P	E	P	P	P	P	P	P	P	P (VC)

TC: via teleconference; VC: via video conference

**: new member*

- 1. CALL TO ORDER:** Chair Alejo called the meeting to order at 9:02 a.m. Roll call was taken, and a quorum was confirmed.

Staff present: Goel, Hale, Jacobsen, Muck, Rodriguez, Wright and Watson

Others present: Agency Counsel Kay Reimann; and Gus Khouri, Legislative Analyst

2. PUBLIC COMMENTS: None

3. CONSENT AGENDA:

3.1 On a motion by Committee Member LeBarre and seconded by Committee Member Smith, the committee voted 6-0 to approve the minutes from the Executive Committee meeting of March 4, 2020.

END OF CONSENT

4. LEGISLATIVE UPDATE

Gus Khouri, Agency legislative consultant, reported that the Legislature recessed early due to the COVID-19 shelter-in-place order on March 16, and are not expected back until May. Once they reconvene, their priorities will be to enact a budget, shore up emergency response and preparedness, and pass measures that provide solutions for homelessness. He suggested that most other bills would be wrapped into budget trailer bills, including the TAMC-sponsored SB 1231 (Monning) bill related to habitat mitigation for State Route 156. He reviewed the other bill recommendations in the matrix.

Christina Watson, Principal Transportation Planner, reported that Congress has just passed a \$2 trillion relief package aimed at helping those affected by the pandemic. She asked the Committee for direction as to supporting Monterey-Salinas Transit (MST), who just declared a fiscal emergency. The Chair directed the Executive Director to reach out to MST to ask if any action should be placed on the agenda for the TAMC Board meeting.

On a motion by Committee Member Lopez and seconded by Committee Member LeBarre, the committee voted 6-0 to recommend to the Board all the recommended positions on the bills as recommended by staff in the bill list included with the agenda.

5. TAMC DRAFT AGENDA FOR APRIL 22, 2020

Deputy Director Muck reviewed the draft regular and consent agenda for the TAMC Board meeting of April 22, 2020. After Executive Committee discussion, the following items will be considered on the regular agenda:

- Measure X Second Year Audit results
- Agency response to corona virus pandemic update
- Closed Session regarding rail right-of-way acquisitions

On the consent agenda, the Board will consider actions related to several items including:

- CSUMB Safe Routes to School Contract
- Call Box maintenance and improvements request for proposals
- Salinas Rail Package 2 & 3 Design Contract
- Salinas Rail Project – HDR Engineering Contract Amendment

6. ANNOUNCEMENTS

None this month.

7. ADJOURNMENT

Chair Alejo adjourned the meeting at 9:36 a.m.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)
Measure X Citizens Oversight Committee (X-TOC)
DRAFT minutes of February 18, 2020 Meeting

Held at the Agricultural Center Conference Room
1428 Abbott Street. Salinas, CA

Voting Members	JAN 2019	APR 2019	JUL 2019	OCT 2019	FEB 2020	APR 2020	JUL 2020	OCT 2020
Kevin Dayton Salinas Valley Taxpayers Association <i>(Rick Giffin)</i>	P	P	P	P	P			
Cesar Lara Transit Users <i>(Monica Gurmilan)</i>	-	A	A	A	P			
Janet Brennan League of Women Voters <i>(Howard Fosler)</i>	P	P	A	P	P			
Tom Rowley Monterey Peninsula Taxpayers Association <i>(Rick Heuer)</i>	A	P	P	P	P			
Kalah Bumba Senior or disabled services agency <i>(Teresa Sullivan)</i>	P	P	P	P	P			
Victoria Beach Bicycling Advocate <i>(Claire Rygg)</i>	P	E	E	P	-			
Rod Smalley Labor Organization <i>(Glen Schaller)</i>	P	P	P	P	P			
Cliff Fasnacht Central Coast Builders Association <i>(Kristine O'Dell)</i>	-	A	A		-			
John Haupt Salinas Valley Chamber of Commerce <i>(John Bailey)</i>	P	P	E		-			
Dan Limesand Monterey Peninsula Chamber of Commerce <i>(vacant)</i>	A	A	A		-			
Dan Limesand Monterey Peninsula Chamber of Commerce <i>(vacant)</i>	P	P	E	P	P			
Scott Waltz Habitat Preservation <i>(Rachel Saunders, Big Sur Land Trust)</i>	-	-	-		-			
Scott Waltz Habitat Preservation <i>(Rachel Saunders, Big Sur Land Trust)</i>	E	P	A	-	P			
Scott Waltz Habitat Preservation <i>(Rachel Saunders, Big Sur Land Trust)</i>	E	P	E	P	-			

Barbara Meister Hospitality <i>(Sam Teel)</i>	P A	P A	P A	- -	P P			
Norm Groot Agriculture <i>(Bill Lipe)</i>	P A	E E	P A	P	P -			
Joshua Jorn Education <i>(Jarrett Garife, Patrick Deberdt)</i>	P - P	A P -	A A P	P	- -			
Paula Getzelman, Chair South County <i>(Carol Kenyon)</i>	P P	P P	P A	P P	P -			
Chris Barrera Latino Organization <i>(Manuel Valencia)</i>	P -	E E	E P	- P	P -			
Ron Rader North County <i>(Scott Freeman)</i>	P -	E A	P A	P	P -			
Daniel Hernandez Pedestrian (vacant)	- -	P -	A -	P	P			
Alexis Garcia-Arrazola Youth/College <i>(Vacant)</i>	A -	P -	P -	P	P			
Sean Hebard Construction <i>(Keith Severson)</i>	P P	P P	A P	P P	P P			
TRANSPORTATION AGENCY STAFF								
Debbie Hale Executive Director	-	-	P	P	P			
Todd Muck, Deputy Executive Director	P	-	P	P	E			
Theresa Wright, Community Outreach Coordinator	P	P	P	P	P			
Mike Zeller, Principal Transportation Planner	P	P	-	P	E			
Kay Reimann, Transportation Agency Legal Counsel	-	P	P	E	P			
Rich Deal, Principal Transportation Engineer	-	-	-	E	P			
Stefania Castillo, Transportation Planner	-	-	P	P	-			
Rita Goel, Deputy for Admin & Finance	-	P	-	-	-			

Madilyn Jacobson, Transportation Planner	-	P	P	P	P			
Laurie Williams, Transportation Engineer	P	-	P	-	-			
Maria Montiel, Administrative Assistant				P	P			
Christina Watson, Principal Trans. Planner				-	-			
Justine Ramirez, GO831 Program Coordinator				P	-			
Ariana Green, Assoc. Transportation Planner				-	-			
Dave Delfino, Finance Officer/Analyst				-	-			
<i>(alternate)</i> P-PRESENT E-EXCUSED A-ABSENT V- VACANT POSITION								

OTHERS PRESENT

Desiree Public

1. WELCOME

Paula Getzelman, Committee Chair, called the meeting to order at 2:00 p.m. Chair Getzelman asked each member to introduce themselves. Maria Montiel, TAMC’s Administrative Assistant, used their introductions as a roll call, by noting who was present. Chair Getzelman also asked TAMC staff to introduce themselves.

2. PUBLIC COMMENT

None.

3.3 APPROVE CONSENT AGENDA

M/S/C Rowley/ Smalley/ unanimously

3.1 Approved draft minutes of the October 15, 2020 committee meeting, with the following added information on Item 6: The ad hoc subcommittee members that volunteered to serve are members, Rowley, Dayton, Bumba and Chair Getzelman. Also, Chair Getzelman noted that the last paragraph on item 7 some verbiage was left out on the printed agenda. The last sentence on Item 7 should be as follows: Member Rowley noted that at the December Board meeting, Agency staff will bring the finalized proposal forward as the regional Transportation Improvements Program, which is the document the Agency is required to submit for State Transportation Improvement Program funds.

4. MEASURE X FY 2018/19 ANNUAL AUDIT UPDATE

The Committee received an update on the results of the Measure X annual audit and compliance reporting for 2018/19.

Debbie Hale, Executive Director reported that the purpose of the Measure X annual audit is to confirm that the funding recipients, TAMC, the County of Monterey and the twelve incorporated cities have complied with the voter-approved requirements specified in Ordinance 2016-01 for the Transportation Safety and Investment Plan. She noted that each jurisdiction entered into a tax sharing agreement with the Transportation Agency in order to receive their share of Measure X Local Streets & Roads revenues. In exchange, these agreements require the jurisdictions to submit audit reports annually to the Transportation Agency detailing the steps taken to comply with the implementation ordinance. One of the responsibilities of the Measure X Citizen Oversight Committee is to review the independent audits of the jurisdictions and prepare and present an annual report regarding the administration of the program. In conclusion Ms. Hale reported that second year of Measure X reporting, for fiscal year 2018/19, was due on December 31, 2019.

For this year's independent audits, there has been a marked improvement in compliance by the jurisdictions from the previous reporting period. She noted that all of the jurisdictions, with the exception of Greenfield, submitted their complete reports by the December 31, 2019 deadline. For Pacific Grove, due to unanticipated project delays, the City did not make enough project expenditures to count towards their Maintenance of Effort requirement. For the City of Salinas their annual report indicated Measure X funds were spent on a project that the City had been informed by the Transportation Agency was ineligible. In both instances, the cities have repaid the funds to their Measure X accounts from non-Measure X sources as remediation, which staff is proposing would bring them into compliance. For the City of Greenfield, staff was proposing to withhold future Measure X distribution funds, but TAMC received the required audit reports from Greenfield last week.

M/S/C

Lara/ Meister/ unanimously

After extensive discussion, Committee member Lara motioned to direct TAMC staff to explore options to better encourage compliance for the future and explore penalty options. He also motioned to direct TAMC staff to find out why the City of Pacific Grove wasn't able to aim for compliance, and to bring back the item in April 2020. The motion was seconded by Committee member Meister.

Chair Getzelman noted that this year was a better compliance reporting then last year. She noted that TAMC staff should work with the cities and ask what the agency could do to help the cities in the future. She also noted that after penalties for the City of Pacific Grove and City of Salinas were imposed, they will receive their funds.

5. BROWN ACT PUBLIC MEETINGS TRAINING

The Committee received a training on the Brown Act, which sets the rules for the noticing and conduct of public meetings.

Kay Reimann, Counsel for the Transportation Agency, presented on the Ralph M. Brown Act. She noted that it is intended to provide public access to meetings of California local government agencies. She said that in order to achieve this objective, governmental bodies subject to the requirements of the Brown Act must provide public notice of their meetings, post agendas of the subjects to be discussed at those meetings and provide public access to those meetings.

Public notice of every meeting subject to the Brown Act is required, and access is mandatory unless the meeting is held in closed session under a specific exception contained in the Act. The agenda must be posted at least 72 hours in advance of a regular meeting and written in a way that informs people of what business will be discussed. Many local agencies are required to post agendas on their website. She noted that Special meetings require a 24-hour notice. She also noted that members of the public are not required to sign in on the meeting attendance sheet. In conclusion Ms. Reimann went over the attachment to the report “The ABC’s of Open Government Laws” brochure.

6. STATE ROUTE 156/CASTROVILLE BOULEVARD PROJECT UPDATE

The Committee received an update on the State Route 156/Castroville Boulevard Interchange project and a presentation on the current project design.

Rich Deal, Principal Engineer, noted that the State Route 156 is one of the major thoroughfares used by residents, commuters, tourists, and commercial trucks travelling to and from Monterey Peninsula. He said more than 32,000 vehicles travel along this route each weekday. In fact, there were 378 collisions on SR 156 during the five-year period from January 2005 to December 2010 20% higher than the state average for highways of this type. He noted the full corridor project in the 2013 Environmental Impact Report, envisions not only the Castroville Boulevard interchange, but also a new 4-lane corridor to the south of the existing highway and a new interchange at US 101 with improved connections to San Miguel Canyon Road. Due to funding constraints, the project was split into three usable segments:

- Segment 1 is the new interchange at Castroville Boulevard
- Segment 2 is a new four-lane road between Castroville Boulevard and US 101
- Segment 3 is a new SR 156/US 101 interchange

In conclusion Mr. Deal said that the complete SR 156 /Castroville Boulevard Interchange will have full independent utility and will accommodate future segments of the State Route 156 Widening project, as a future connection to the nearby Castroville Industrial park via Blackie Road (a County of Monterey project). The project team is currently conducting right-of-way acquisitions, permit applications and engineering design work. Construction is scheduled to begin in October 2022 and be completed in July 2024.

He further explained that in an effort to qualify for Solutions for Congested Corridor SB 1 grant funds, TAMC staff is preparing a “hybrid” multi-modal corridor plan built from prior planning efforts on State Route 156. He also noted that TAMC is sponsoring a State legislation to allow the California Department of Fish and Wildlife to allow Caltrans to adopt appropriate avoidance and mitigation

measures to protect the Santa Cruz Long-Toed Salamander from potential impacts of the Highway 156 project.

Committee member Smalley noted the importance of this safety project and expressed his concern for the high school students who travel this corridor to and from school.

7. ANNOUNCEMENTS AND/OR COMMENTS

Chair Getzelman announced that the April meeting will be on April 14, 2020, 2:00 p.m. at the Agricultural Center Conference Room, 1128 Abbott Street Salinas.

Committee member Rowley asked why the postponed Measure X Safe Routes to School presentation from October's meeting was not included on the agenda. Theresa Wright explained that the Ariana Green, the Measure X Safe Routes to School project manager was unavailable for today's meeting and that the presentation would be at the next meeting in April.

8. ADJOURNMENT

Chair Getzelman adjourned the meeting at 3:35 p.m.



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: April 22, 2020
Subject: Correspondence

RECOMMENDED ACTION:

RECEIVE correspondence to and from TAMC for the month of April 2020.

WEB ATTACHMENTS:

- [March 24, 2020 letter from the Monterey County Board of Supervisors to Assembly Member Friedman, re: Assembly Bill 2121 \(Friedman\): Traffic Safety - SUPPORT](#)
- [March 26, 2020 letter from TAMC to Assembly Members Friedman and Ting, re: Assembly Bill 2121 \(Friedman and Ting\): Traffic Safety - SUPPORT](#)
- [March 31, 2020 letter from TAMC to Michael Robertson, California Public Utilities Commission \(CPUC\), re: Support for Monterey Bay Sanctuary Scenic Trail Segment 18 Project - CPUC Rail Crossing Application](#)
- [April 2, 2020 letter from TAMC to Senator Ben Allen, re: Senate Bill 757 \(Allen\): State Highways: Relinquishment - SUPPORT](#)
- [April 6, 2020 letter from TAMC to Peter Baird, re: Escrow Letter - 1845 Del Monte Blvd, Seaside, CA](#)
- [April 9, 2020 letter from TAMC to Congressman Panetta, re: Federal Infrastructure Stimulus](#)
- [April 10, 2020 letter from TAMC to Bart J. Bruno, Project Manager, Monterey Peninsula Engineering, re: Order of the Health Officer of the County of Monterey dated April 3, 2020: Salinas Commuter Rail Station Package 1](#)
- [April 10, 2020 letter from TAMC to Matthew Sundt, Community Development Director, re: Comments on Notice of Preparation of a Draft Supplemental Environmental Impact Report for the Puente del Monte Annexation](#)
- [April 10, 2020 letter from TAMC to Matthew Sundt, Community Development Director, re: Comments on Notice of Preparation of a Draft Supplemental Environmental Impact Report for the Vista Lucia Annexation](#)
- [April 10, 2020 letter from TAMC to Kimberly Moon, Condemnation Officer, State of California, Office of the Treasurer, re: Declaration in Support of Return of Funds on Deposit](#)
- [April 13, 2020 letter from TAMC to Senator Feinstein, re: Federal Infrastructure Stimulus](#)
- [April 13, 2020 letter from TAMC to Senator Harris, re: Federal Infrastructure Stimulus](#)

Letters in support of Senate Bill 1231 (Monning): State Route 156 West Corridor Project: Legislation that Improves Safety and Protects the Santa Cruz Long-Toed Salamander:

- [March 13, 2020 letter from the Monterey County Farm Bureau](#)
- [March 19, 2020 letter from the City of Sand City](#)
- [March 19, 2020 letter from the Salinas Valley Chamber of Commerce](#)
- [March 23, 2020 letter from the City of Monterey](#)