



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, September 23, 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 meeting online at:

<https://us02web.zoom.us/j/446951513?pwd=QmNUODRtdXlCSEFxlZlXVmhoY21yUT09>

OR

By teleconference at: +1 669 900 6833

Meeting ID: 446 951 513

Password: 194463

*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 from Monterey-Salinas Transit on contactless fare payment demonstration program.

- Lisa Rheinheimer (MST)

Monterey-Salinas Transit was selected to demonstrate a contactless fare payment program through a first-of-its-kind partnership with Caltrans and Visa. This new program allows riders to use a contactless payment option to pay their fare on any bus line. Monterey-Salinas Transit will present about this new demonstration that will be available in October/November.

5. **RECEIVE** update on the Go831 Program and October Smart Commute Challenge: Monterey County Goes to the Moon.

- Green

The Go831 Program is a program of the Transportation Agency to encourage activities that reduce congestion in Monterey County. The October Go831 Smart Commute Challenge is open to anyone who lives or works in Monterey County and offers prizes to those who track their smart commuting during the month of October. This year, the Challenge will give credit for any type of smart commuting, but especially encourages telework, walking and bicycling.

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

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

7. **Reports on meetings attended by Board Members at Transportation Agency expense, as required by state law.**

8. **Executive Director's Report.**

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

10. CLOSED SESSION:

Public Employee Performance Evaluation pursuant to Government Code Section §54957 – Position: Executive Director.

RECONVENE in open session and report any actions taken.

No Enclosures- provided only to Board members

- Chair Alejo

11. 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 Transportation Agency for Monterey County Board draft minutes of August 26, 2020.

- Rodriguez

- 3. 1.2 ACCEPT** the list of checks written for August 2020 and credit card statements for the month of July 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.

BICYCLE, PEDESTRIAN, TRANSIT, and SOCIAL SERVICES

3. 2.1 Federal Loan Actions for Monterey-Salinas Transit

- 1. AUTHORIZE** Executive Director to execute Amendment #1 of Measure X Regional Funding Agreement, subject to approval by Agency counsel, for the South County Operations and Maintenance Facility, to reflect an adjusted federal loan repayment timeline; and
- 2. AUTHORIZE** Executive Director to enter into Direction to Deposit Local Transportation Funds Agreement with Monterey-Salinas Transit, subject to approval by Agency counsel, to support MST's federal Transportation Infrastructure Finance Innovation Act Loan.

- Jacobsen

Monterey-Salinas Transit is pursuing a federal Transportation Infrastructure Finance Innovation Act (TIFIA) Loan to finance construction South County Maintenance and Operations Facility. Entering into the Direction to Deposit Funds Agreement is an important step for MST to receive the TIFIA loan. The Regional Funding Agreement amendment requested does not change the total Measure X funds for the project; it provides an adjusted TIFIA Loan repayment schedule, a change to the overall project cost and a revision to the project funding sources.

- 3. 2.2 ADOPT** Resolution 2020-11 allocating \$855,275 of Fiscal Year 2020-21 SB 1 State of Good Repair funds to Monterey-Salinas Transit to support bus procurement that will replace eight small RIDES buses that have met their useful life.

- Castillo

Senate Bill 1 (SB 1) established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair. Monterey-Salinas Transit will be using these funds to support a bus procurement that will replace eight cutaway buses that have met their useful life. Cutaway buses are the small buses RIDES uses for wheelchair and mobility-impaired riders.

PLANNING

- 3. 3.1 RECEIVE** update on state and federal legislative activities and **RATIFY** positions on legislation adopted by the Executive Committee.

- Watson

Attached are an updated draft bill list and an update on state and federal legislative activities.

PROJECT DELIVERY and PROGRAMMING

- 3. 4.1 AUTHORIZE** the Executive Director to accept a quitclaim deed from Marina Community Partners, LLC for a 15,313 square foot land parcel in the City of Marina, subject to approval by Agency Counsel.

- Muck

This action would return to the Agency 15,313 square feet of land immediately adjacent to 12.1 acres of Agency property in the vicinity of 8th Street in the City of Marina.

RAIL PROGRAM

- 3. 5.1 Monterey County Rail Project - Associated Right of Way Services, Inc. Contract Amendment #1:**

- 1. APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #1 with Associated Right of Way Services, Inc., subject to approval by Agency Counsel, to increase the budget for right of way acquisition services for the Monterey County Rail Extension project by \$11,500 for a new total contract budget of \$95,400;
- 2. AUTHORIZE** the use of state funds budgeted to this project;
- 3. FIND** that this amendment is justified as a sole source due to the efficiencies

that support award to the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; 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.

- Zeller

Agency staff is seeking to increase the budget on the competitively-awarded contract with Associated Right of Way Services, Inc. to allow for appraisal and negotiation services on a Union Pacific-owned parcel potentially needed for the Monterey County Rail Extension, as well as relocation services on one Agency-owned property.

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 September 2, 2020
- Rail Policy Committee - no meeting this month
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of September 2, 2020
- [Technical Advisory Committee](#) - draft minutes of September 3, 2020
- [Excellent Transportation Oversight Committee](#) - no meeting this month

- Rodriguez

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

- Rodriguez

END OF CONSENT AGENDA

ANNOUNCEMENTS

Next Transportation Agency for Monterey County meeting will be on
Wednesday, October 28, 2020
9:00 A.M.

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: Madilyn Jacobsen, Transportation Planner
Meeting Date: September 23, 2020
Subject: **MST Contactless Fare Payment Demo Program**

RECOMMENDED ACTION:

RECEIVE presentation from Monterey-Salinas Transit on contactless fare payment demonstration program.

SUMMARY:

Monterey-Salinas Transit was selected to demonstrate a contactless fare payment program through a first-of-its-kind partnership with Caltrans and Visa. This new program allows riders to use a contactless payment option to pay their fare on any bus line. Monterey-Salinas Transit will present about this new demonstration that will be available in October/November.

FINANCIAL IMPACT:

By making it easier to pay for transit services, contactless fare payments may increase ridership and farebox revenues. Part of the evaluation of the demonstration program will be to determine whether or not this fare collection method saves operating costs. MST estimates that in 2019, the cost to process and handle cash and credit cards was 8% of passenger fares collected at the farebox or customer service office.

DISCUSSION:

Monterey-Salinas Transit (MST) was selected as the first transit agency in California to demonstrate a contactless fare payment system as part of Caltrans' California Integrated Travel Project, a statewide initiative to facilitate easy and accessible travel planning and payments. At the end of the demonstration, MST will evaluate the performance of the fare payment option to determine whether it makes sense for MST and the community they serve.

Caltrans selected MST to assess the feasibility of the contactless fare payment system for a six month period. The technology demonstration will set the stage for passengers traveling from one area to another to simply pay with their contactless credit, debit or prepaid card, or mobile device as they board the local transit system.

Desired outcomes of the contactless fare payment demonstration include:

- Reduce cash transactions and related cash handling costs
- Reduce MST GoPass and GoCard production costs
- Speed the boarding process
- Determine feasibility of contactless card payment as a single, universal access to MST's mobility services (including Fixed Route, On-Call, RIDES and Measure Q taxi vouchers)
- Determine customer interest in distance-based fares and fare-capping strategies
- Making it easier to pay for transit

The pilot program between MST, Caltrans, Visa and Little Pay will focus on improving the transit rider's experience for MST customers. If successful, the program can scale to create consistency across hundreds of transit agencies across California.



Memorandum

To: Board of Directors
From: Ariana Green, Senior Transportation Planner
Meeting Date: September 23, 2020
Subject: **Go831 Smart Commute Challenge**

RECOMMENDED ACTION:

RECEIVE update on the Go831 Program and October Smart Commute Challenge: Monterey County Goes to the Moon.

SUMMARY:

The Go831 Program is a program of the Transportation Agency to encourage activities that reduce congestion in Monterey County. The October Go831 Smart Commute Challenge is open to anyone who lives or works in Monterey County and offers prizes to those who track their smart commuting during the month of October. This year, the Challenge will give credit for any type of smart commuting, but especially encourages telework, walking and bicycling.

FINANCIAL IMPACT:

Service Authority for Freeways and Expressways (SAFE) funds as approved in the Agency's budget will cover the TAMC staff time, program materials and promotion of this program. The cost of the prizes is estimated at \$1,150 and will be split with Blue Zones (\$550 each).

DISCUSSION:

Background

In Spring 2018, TAMC launched a Traveler Information/Rideshare Program called Go831 to help employers in Monterey County to establish or expand smart commute programs for their employees. Smart commuting means getting to and from work by means other than driving alone (carpool, vanpool, transit, bike, walk or telecommute). Each year Go831 runs a Commute Challenge to help raise awareness of the program and encourage individuals to start using the RideAmigos software platform. The goal each year is to increase the number of employers and employees participating in the Challenge, with the purpose of encouraging smart commuting over the longer-term.

2019 Go831 Smart Commute Challenge Outcomes

In 2019, the Go831 team met the goal of doubling participation in the Challenge from the previous year (106 participants in 2019 vs. 52 in 2018). Participating employers included the Monterey Bay Aquarium, City of Monterey, City of Seaside, SVMH, Hartnell, CSUMB, Monterey County Weekly, and Monterey-Salinas Transit. The City of Monterey had the highest percentage of employees participate in the Challenge and also represented the top team category. The top individual prize went to an employee of the Monterey Bay Aquarium. The 3,905 total smart commute trips taken during the Challenge resulted in:

- CO2 saved: 8.7 tons
- Money Saved: \$12K (on driving costs for the participants)

- Calories burned: 0.3 Million

2020 Go831 Smart Commute Challenge

Go831 is a free program from the Transportation Agency for Monterey County (TAMC) that offers a creative approach to get cars off streets and parking lots during the busiest travel times and is designed to support employer-based commuter programs. We now find ourselves in the middle of a global pandemic and the majority of employed people have drastically had their commutes, among other things, altered. So too, has the opportunities of our program and as such the Go831 Smart Commute Challenge 2020.

This year, we are pleased to have the support of the Blue Zones Project. The Blue Zones Project is a global movement aimed at inspiring people to live longer, more active lives and therefore lower rates of chronic disease. The Blue Zones Project promotes sustainable, common-sense changes that encourage healthier lifestyles in Monterey County. These two ideas of smarter/healthier commuting via provided tools and resources and more active lives with sustainable, long lasting changes go hand in hand.

The October 2020 Go831 Smart Commute Challenge will run for the full month of October and is available to anyone living and/or working in Monterey County. The contest is designed to track your daily commuting habits/Trips via the Go831.rideamigos.com website or CommuteTrack and is open to adults (18+ years) by tracking up to four commute trips per day. Commute trips are defined as going to or coming from work or college via a smart commute mode (e.g. bicycling, walking, transit, carpool, vanpool or telecommute). If telecommuting, a trip is simply when you start or end work/college. If you telecommute to work and college or to a second job you may count up to 4 trips per day. All trips must be conducted in accordance with the most recent California Department of Public Health COVID-19 recommendations: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx>

The pandemic has brought about a unique scenario in which many were forced into telecommuting positions. Many have found this telecommuting situation beneficial via the decreased congestion and emissions on the road ways and the saved commute time. It is widely believed that continuing the trend in teleworking in those appropriate positions is going to be encouraged in a post COVID-19 environment.

Though the commute habits of the majority of the residents of Monterey County have changed, the purpose of this contest is to encourage people via prizes to either try a new commute mode (walking or biking), continue and increase their active lifestyle commutes or get better at telecommuting. This will be achieved via signing up for the Ride Amigos application, tracking their commuting habits and pledging to sustain these lifestyle changes via the Blue Zones Pledge. (All provided via an online link). As we have all essentially already changed our current commuting habits, this contest is aimed at encouraging the continuation and increasement of this change.

A great benefit of this contest to both employers and employees is for folks to get proficient at using the Ride Amigos platform to find smart commute options and to track trips for credit toward prizes. Additional benefits include encourage and possibly rewarding essential workers who are still commuting to their worksite get regular stress-relieving exercise.

The contest will be promoted through online promotion of information, some physical flyers, local media sponsorship and reaching out directly to employers at:

- Natividad Hospital
- City of Salinas
- Salinas Valley Memorial Hospital
- CSU Monterey Bay
- City of Monterey
- Starbucks
- County of Monterey

The challenge will be promoted to other employers and members of the public through email notifications, our online platforms and social media advertisements and flyers as well as our partners' websites and media outreach. People can participate by registering for free with their email address via the [Go831.rideamigos.com](https://go831.rideamigos.com) platform, which commits them to the Blue Zones pledge and they begin logging their first trip. A minimum of two trips logged is required for participation. Participants may compete as an individual or part of a team and can be the winning member of both. There will be prizes for the top team and individuals who earn the most points. As telework work is currently the most common method of commute, telework will be scored separately with all top scoring participants eligible to win four random \$50 prizes. There will also be four random drawing winners (\$50) for participants who registers for the Challenge and take at least two trips.

We'll promote this year's challenge as truly out of this world: "Monterey County Goes to The Moon." The goal is to track enough combined Walking, Biking, Transit and Vehicle Miles Traveled (VMT) saved by telecommuters to figuratively travel to the moon (238,900 miles).

We will receive advertising support via Blue Zones and save money on reusing last year's poster with minimal date change updates. Prizes are to be split cost-wise with Blue Zones as well. Prize arrives via gift card to Amazon or local place of business.

Prizes are proposed as follows:

- Four Random Drawings = \$200
- Four Telework Drawings= \$200
- Top Team = \$250
- 1st Place Individual = \$250
- 2nd Place Individual = \$75
- 3rd Place Individual = \$50
- 2nd Place Team = \$75
- 3rd Place Team = \$50

TAMC staff goals for the 2020 Go831 Smart Commute are 1,000 participants with over 238,900 combined VMT saved miles via teleworking, bike, walk and transit miles.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 23, 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 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, and Relocating Irrigation Equipment	Spring 2020—Spring 2021	\$4.3 million	SHOPP	Carla Yu (IN)	A. Teichert & Sons Inc. of Sacramento, CA	Construction began March 2020
2.	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	Mike Lew (RJ)	Alfaro Communications Construction Inc., Compton, CA	Construction is scheduled to start on October 9, 2020.
3.	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 2020	\$3.6 million	SHOPP	Carla Yu (RJ)	Granite Construction Company Watsonville, CA	Construction completed July 2020.
4.	US 101 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)	Hoseley Corp.	Construction complete 7/16/2020
5.	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 is underway with new concrete expected to be poured July and August 2020. Project will be completed by March 2021.
6.	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 (TL)	OHL, USA, Irvine, CA	Construction underway. Lanes have been reduced to 1 lane each direction from Wildhorse Rd to 1 st Street. The construction of the No. 1 lane is complete in Stage 1 and begun the Stage 2 No. 2 lane and outside shoulder.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 23, 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 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.
8.	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.
9.	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.

PROJECTS IN DEVELOPMENT									
	Project	Location & Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
10.	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	PS&E/RW	Project was RTL on 6/18/20. Project expected to be voted at the August CTC meeting.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 23, 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.	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	Carla Yu	PS&E	Project achieved RTL on 3/10/20. Bid opening occurred 8/19/20.
12.	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	Mike Lew	PA&ED	The schedule was moved out to further identify biological and cultural concerns within the project limits. PA&ED: Moved to 9/1/22
13.	Highway 1 Castro Canyon Bridge Rail Upgrade (1H490)	At Castro Canyon Bridge (PM 43.1)	Replace bridge rail	Spring/Summer 2023	\$3 million	SHOPP	Aaron Henkel	PA&ED	Project Report signed and project is now in the Design phase.
14.	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	Mike Lew	PID	Project is currently is PS&E and is approximately 20% complete. Team is working on 60% plans submittal. RTL: 8/20/21 Begin Construction: 2/17/22
15.	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. Project is currently in Design.
16.	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.

California Department of Transportation

District 5, 50 Higuera Street, San Luis Obispo, California 93401

District 5 Public Information Office (805) 549-3318

www.dot.ca.gov/dist05 email: info-d5@dot.ca.gov

Monterey – San Benito – San Luis Obispo – Santa Barbara – Santa Cruz



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 23, 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 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.
18.	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	\$3.2 million	SHOPP	Aaron Henkel	PA&ED	Project report in review and will be moving for signatures.
19.	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.
20.	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.
21.	Highway 68 Pacific Grove CAPM (1H000)	From Forest Avenue to the SR 1/68 Junction (PM 1.1/L4.3)	Pavement preservation	Winter 2022	\$8 million	SHOPP	Carla Yu	DESIGN	Project is in Design Phase.
22.	US 101 Camp Roberts SRRA 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 complete. RTL was completed on June 26, 2020. The project is scheduled on the CTC meeting in Oct of 2020 and will advertise in November for bid.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 23, 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.	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 completed design and bid opening occurred 9/1/2020.
24.	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	David Silberberger	PS&E/RW	The project team is reevaluating the overall project scope. Once the new scope is identified, the project team will develop a new PS&E package. This package will be sent to the Union Pacific Railroad for approval.
25.	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.
26.	US 101 Spence Rd Acceleration Lane (1M760)	South of Salinas at Spence Rd (PM 81.03)	Extend NB acceleration lane	Winter 2024		MINOR	Brandy Rider	PAED	This new Minor A project has just gotten underway. The initial focus of the team will be determining the project scope.
27.	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.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 23, 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 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.
29.	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.
30.	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	Mike Lew	PS&E/RW	The Design Phase (PS&E) is well underway. The Project team is working on 60% plans submittal expected in the next month or two. Also Environmental team continues to work on permits.
31.	Highway 183 Salinas to Castroville CAPM (1K430)	South of Old Cementery 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	Brandy Rider	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
32.	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	Brandy Rider	PA&ED	Work is underway on the environmental document which is expected to be completed in the Winter of 2021. A community townhall is scheduled for August 26, via WebEx to gain input into the project scope.



PROJECT UPDATE – MONTEREY COUNTY

PREPARED FOR THE SEPTEMBER 23, 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 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: September 23, 2020
Subject: TAMC draft minutes

RECOMMENDED ACTION:

APPROVE the Transportation Agency for Monterey County Board draft minutes of August 26, 2020.

ATTACHMENTS:

- TAMC Draft MINUTES of August 26, 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 AUGUST 26, 2020 TAMC BOARD MEETING

Via Zoom Meeting Video/Audio Conference Call

TAMC BOARD MEMBERS	SEP 19	OCT 19	DEC 19	JAN 20	FEB 20	MAR 20	APR 20	MAY 20	JUN 20	AUG 20
L. Alejo, Supr. Dist. 1, Chair (L. Gonzales; J. Gomez)	P	P(A)	P(A)	P(A)	P(A)	P	P	P	P	P
J. Phillips, Supr. Dist. 2, (J. Stratton)	P	P	P	P	P	P(A)	P	P(A)	P	P(A)
C. Lopez, Supr. Dist. 3 County Rep (P. Barba)	P(A)	P	P(A)	P	P	P	P	P	P	P
J. Parker, Supr. Dist. 4 (W. Askew)	P	P	P(A)	P	P(A)	P	P	P(A)	P(A)	P(A)
M. Adams, Supr. Dist 5 2nd Vice Chair (Y. Anderson)	P	P	P(A)	P	P(A)	P	P	P	P	P
D. Potter, Carmel-by-the-Sea (J. Baron)	P	P	P	P	E	P	P	P	P	P
A. Kerr, Del Rey Oaks (P. Lintell)	P	P	P	P(A)	P	P	P	E	P	P
M. Orozco, Gonzales (L. Worthy)	P	P	P(A)	P	P	P	P	P	P	-
A. Untalon, Greenfield (A. Tipton)	P	P	E	P	E	P	P	P	P	P
M. LeBarre, King City, City Representative (C. DeLeon)	P	P	-	P	P	P	P	P	P	P
B. Delgado, Marina (F. O'Connell)	P	P(A)	-	P	P(A)	P	P	P	-	P
E. Smith, Monterey, 1st Vice Chair (A. Renny)	P	P	P	P	P	P	P	P	P	P
R. Huitt, Pacific Grove, Past Chair (N. Smith , D. Gho)	P	P	P	P	P	P	P	P	P	P
S. Davis, Salinas (C. Cromeenes)	P	P	-	P	-	P	P	P	P	P(A)
Gregory Hawthorne, Sand City (J. Blackwelder)	-	P	P(A)	P	-	-	-	-	-	P
I. Oglesby, Seaside (D. Pacheco)	-	-	-	P	P	P	P	P	P	P

A. Chavez, Soledad (F. Ledesma)	P	P	P	P	E	P	P	P	P	E
M. Twomey, AMBAG (H. Adamson, B. Patel , S. Vienna)	P(A)	P	-	P	P	P(A)	P	P	P(A)	-
T. Gubbins, Caltrans, Dist. 5 (S. Eades, O. Monroy Ochoa , J. Olejnik, K. McClendon)	P(A)	P(A)	P(A)	P(A)	P	P(A)	P(A)	P(A)	P(A)	P(A)
R. Stedman, Monterey Bay Air Resources District (A. Romero , D. Frisbey, A. Clymo)	-	P(A)	-	P	P(A)	P	P	-	P	P
B. Sabo, Monterey Regional Airport District	P	-	P	P	P	P	P	P	P	P
C. Sedoryk, Monterey-Salinas Transit (L. Rheinheimer, M. Overmeyer)	P	P	P(A)	P(A)	P	P	P	P	P(A)	P
T. Coffman-Gomez, Watsonville (L. Hurst)	E	P	E	P	-	-	P	-	-	-
E. Ochoa, CSUMB (A. Lewis , L. Samuels)	-	-	-	P	-	-	-	P(A)	-	P
TAMC STAFF	SEP 19	OCT 19	DEC 19	JAN 20	FEB 20	MAR 20	APR 20	MAY 20	JUN 20	AUG 20
S. Castillo, Transportation Planner	P	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	E	P	P	P	P	P	P	P	P
A. Green, Sr. Transportation Planner	P	P	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	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	P	E	P	P	P	P	P
L. Terry, Accountant Assistant	E	E	E	P	E	E	P	P	P	P
C. Watson, Principal Trans. Planner	P	P	P	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	P	P	P	P	P	P	P	P

OTHERS PRESENT

Katherine Hansen
Daniel Ghossein
Andrea Williams

County Counsel
City of Pacific Grove

Andrea Renny
Lisa Rheinheimer

City of Monterey
MST

1. CALL TO ORDER

Chair Alejo called the meeting to order at 9:02 a.m. Elouise Rodriguez, Clerk of the Board, called the roll and confirmed a quorum was established. Chair Alejo led the pledge of allegiance.

2. PUBLIC COMMENTS

None this month.

3. CONSENT AGENDA

M/S/C Potter/Smith/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 June 24, 2020.
- 3.1.2** Accepted the list of checks written for June and July 2020 and credit card statement for the month of May and June 2020.
- 3.1.3** Received list of contracts awarded under \$50,000.
- 3.1.4** Approved closure of Transportation Agency for Monterey County offices on December 28, 29, 30 and 31, 2020.
- 3.1.5** Received report the 2019/20 workforce data analysis for the Voluntary Equal Employment Opportunity Plan.
- 3.1.6** Authorized the Executive Director to execute contract amendment #1 with Alvarez Technology Group to increase the budget by \$3,735 over five years to cover higher Microsoft Azure subscription costs.
- 3.1.7** Received report on the most current COVID-19 Protection Protocols and approved one-time benefit related to COVID-19 as recommended by the Executive Committee.

BICYCLE, PEDESTRIAN, TRANSIT and SOCIAL SERVICES

- 3.2.1** Authorized the Executive Director to enter into a Cooperative Agreement with Caltrans to complete the final design and right-of-way review process for the Highway 218 segment of the Fort Ord Regional Trail and Greenway project.
- 3.2.2** Approved the appointment of Miranda Taylor to serve as the Association of Monterey Bay Area Governments (AMBAG) primary representative on the TAMC Bicycle and Pedestrian Facilities Advisory Committee.

- 3.2.3** Federal Funds for Rural Transit - Coronavirus Aid, Relief, and Economic Security Act Phase 2:
1. Approved the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for Federal Transit Administration Section 5311 Program Phase 2 in the amount of \$1,325,495 for Monterey-Salinas Transit service on rural transit routes and on-call services;
 2. Adopted Resolution 2020-09 authorizing funding under the CARES Act Federal Transit Administration Section 5311 Program Phase 2; and
 3. Ratified the signed Regional Agency Certifications and Assurances for the program of projects.
- 3.2.4** Regarding Transportation Development Act Allocation & Unmet Transit Needs:
1. Received list of Monterey County's unmet transit needs;
 2. Approved Monterey-Salinas Transit's application for State Transportation Development Act funds; and
 3. Adopted Resolution 2020-10 allocating a total of \$22,193,789 in Transportation Development Act funds to Monterey-Salinas Transit, composed of \$16,995,417 in Local Transportation Funds and \$5,198,372 in State Transit Assistance funds for Fiscal Year 2020-21.

PLANNING

- 3.3.1** Received update on state and federal legislative activities and **ratified** Executive Committee adoption of positions on legislation on behalf of the Board of Directors.
- 3.3.2** Regarding State Legislative Advocate Services:
1. Approved a Request for Qualifications for state legislative assistance, subject to counsel approval;
 2. Authorized staff to publish the Request for Qualifications and return to the Board with a recommendation for approval of a consultant; and
 3. Approved the use of reserve funding for this contract in an amount not to exceed \$48,000 per year for a three-year contract ending October 31, 2023, with the option to extend for one year.

PROJECT DELIVERY and PROGRAMMING**3.4.1** Regarding Regional Surface Transportation Program Fair Share Allocation:

1. Approved the request by the City of Carmel to program Regional Surface Transportation Program fair share funds to the following projects:
 - o Mission Street Sidewalk Reconstruction project in the amount of \$15,310.79;
 - o City-wide Traffic Striping project in the amount of \$15,000; and
 - o Electric Vehicle Charging Stations in the amount of \$10,000
2. Approved amending Exhibit A of the local funding agreement to include these projects and funding.

3.4.2 Regarding Regional Surface Transportation Program Fair Share Allocation:

1. Approved the request by the City of Monterey to program Regional Surface Transportation Program fair share funds to the "Traffic System, Pedestrian and Bike Upgrades" project in the amount of \$431,352.19; and
2. Approved amending Exhibit A of the local funding agreement to include these projects and funding.

3.4.3 Regarding Roundabout Design Peer Review Contract Amendment:

1. Approved and Authorized the Executive Director to execute a contract amendment with GHD, a California Corporation, subject to approval by Agency Counsel, to increase the contract by a total amount of \$116,000 from \$640,000 to \$756,000 to provide additional engineering design services;
2. Approved the use of Measure X funds budgeted to the SR 68 Scenic Highway Improvement project and the SR 156 / Castroville Boulevard Interchange project; and
3. Authorized the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract amendment, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved agreement term or amount.

3.4.4 Approved the appointment of Cal State University, Monterey Bay student, Natalie Olivas, to serve as the alternate youth representative on the Measure X Transportation Safety & Investment Plan Citizens Oversight Committee.**3.4.5** Authorized the use of \$ 100,000 from State Freeway Service Patrol and Service Authority for Freeways and Expressways funding to continue temporary services.

RAIL PROGRAM

3.5.1 Salinas Rail Project Negotiations:

1. Approved a Request for Qualifications for negotiation assistance on the Rail Extension to Monterey County project, subject to counsel approval;
2. Authorized staff to publish the Request for Qualifications and return to the Board with a recommendation for approval of a consultant; and
3. Approved the use of reserve funding for this contract in an amount not to exceed \$350,000 over three fiscal years, FY 20/21-22/23.

3.5.2 Salinas Rail Project - MNS Engineers Contract Amendment #1:

1. Approved and Authorized the Executive Director to execute contract amendment #1 with MNS Engineers, subject to approval by Agency Counsel, to increase the budget for construction management of the Monterey County Rail Extension project by \$106,377 for a new total contract budget of \$4,417,482;
2. Authorized the use of state funds budgeted to this project;
3. Found that this amendment is justified as a sole source due to the efficiencies that support award to the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; and
4. Authorized the Executive Director to take such other further actions as may be necessary to fulfill the intent of the contract, including approvals of future modifications or amendments that do not significantly alter the scope of work, or change the approved contract term or amount.

REGIONAL DEVELOPMENT IMPACT FEE

- 3.6.1** Approved the 2020 Strategic Expenditure Plan Update for the Regional Development Impact Fee program.

3.7.1 COMMITTEE MINUTES

Accepted draft minutes from Transportation Agency committees:

- Executive Committee –draft minutes of August 5, 2020
- Rail Policy Committee – draft minutes of August 3, 2020
- Bicycle and Pedestrian Committee – draft minutes of August 5, 2020
- Technical Advisory Committee – draft minutes of August 6, 2020
- Excellent Transportation Oversight Committee (xTOC) – draft minutes of July 21, 2020

- 3.7.2** Received Transportation Agency for Monterey County correspondence for August 2020.

4. EMPLOYEE OF THE QUARTER

The Board presented a Certificate of Appreciation to Transportation Agency Employees of the Quarter to Dave Delfino and Madilyn Jacobsen.

Dave Delfino, Director of Finance/ Analyst, and Madilyn Jacobsen, Transportation Planner, have been selected by the employees of the Transportation Agency for Monterey County as the Employees of the Quarter for April-June 2020. Agency employees recognize Dave Delfino for his professionalism and diligence in taking on an extra workload by being the sole daily presence in the TAMC office during the shelter-in-place. This extra work includes scanning and sending documents to staff, assisting with the installation of COVID-19 protective devices, and coordinating the tenting of the office for termites with the landlord. Madilyn Jacobsen is recognized for leading the multiagency team that prepared for four complex grant applications within 5 weeks, aimed at securing \$20 million in funding required to deliver the Highway 156 - Castroville Interchange project in 2022.

5. PRESENTATION ON REVISED MEASURE X REVENUE FORECASTS

The Board received a presentation on the revised Measure X Revenue Forecasts.

Mike Zeller, Principal Transportation Planner, reported that due to the shelter-in-place order, sales of many taxable goods have declined. As a result, according to revised estimates from the Transportation Agency's sales tax forecasting consultant, HdL Companies, Measure X sales tax revenues will fall below prior projections. 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 significantly higher, with 2018/19 receipts (the second full year of Measure X receipts) totaling \$30.5 million. The latest estimates are that Measure X revenues are expected to drop to \$23.53 million in 2019/20, rise to \$27.38 million in 20/21, then decrease again to \$26.75 million in 21/22.

If these revenue projections do not further decline, the Measure X 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. Priority projects that are expected to start construction during this time frame include the Imjin Road Widening project, which uses \$17 million of Measure X funds as match to a \$19 million SB1 Local Partnership Program grant, the Highway 218 Segment of the Fort Ord Regional Trail and Greenway, which uses \$1.0 million of Measure X funds as a match to a \$9.2 million Active Transportation Program grant, and the State Route 156 / Castroville Boulevard project, pending receipt of \$20 million of grant funds with \$2.5 million of Measure X as match. In response to a question from Board member Kerr, Mr. Zeller noted that if revenues fall short then TAMC can look into bonding earlier than anticipated in order to fund these priority projects.

6. 2020 COMPETITIVE GRANTS PROGRAM OF PROJECTS

M/S/C Lopez/Oglesby/unanimous

The Board of Directors **adopted** Resolution 2020-08 programming \$10.547 million of 2020 Competitive Grant funding for fiscal years 2020/21 through 2022/23 and deprogramming \$1.3 million from competitively awarded projects from prior cycles that have been completed with balances remaining or have exceeded the timely use of funds policy. In taking this action, the TAMC Board of Directors approved nearly \$11.39 million for fiscal years 2020/21 through 2022/23 to fund the following projects:

- Salinas - Boronda Road Congestion Relief Project - \$4,000,000
- Salinas - Bardin Road Safe Routes to School - \$1,800,000
- King City - Complete Streets Downtown Streetscape - \$950,000
- Monterey - Traffic System, Pedestrian/Bike Upgrades - \$1,680,000
- Salinas - Pedestrian Crossing Enhancements - \$545,000
- Pacific Grove - Point Piños Trail Project - \$382,000
- Greenfield - Walnut Avenue Pedestrian/Bike Improvements - \$590,000
- Seaside - Broadway Avenue Corridor Improvements - \$600,000

Mike Zeller reported that the Transportation Agency received ten completed grant applications, totaling over \$27.6 million in requests for Regional Surface Transportation Program grant funding. Each application was reviewed and scored by five committee members. For the Broadway Avenue Corridor Improvements Project, the City of Seaside requested \$4.2 million in competitive funds and ranked this as its top priority. The project scored lower than other submitted projects, primarily since the project has not completed the environmental phase and has not secured its matching funds. While there was not sufficient funding available to meet the project's full request, staff is recommending funding the environmental phase of the project at \$600,000.

Board member Hawthorne inquired as to how to initiate work on a roundabout at Broadway and Del Monte Boulevard. Mr. Zeller suggested that Sand City initiate discussions with the City of Seaside to decide whether or not to submit that project in a future funding cycle.

Board alternate Askew expressed her concern with pedestrian safety issues at Coe Avenue and General Jim Moore in the City of Seaside, and asked why that project was not funded. Mr. Zeller noted that the City had designated the Broadway Avenue project as its first priority, so funding was instead proposed for that project. Senior Planner Green added that TAMC is coordinating with the City of Seaside to apply for an Active Transportation Program grant to extend the Broadway corridor improvements to Martin Luther King school, so funding environmental review for that project is an important next step. Board member and Mayor of Seaside Ian Oglesby noted that the Broadway corridor is Seaside's top priority project, to facilitate children and parents walking from the neighborhoods to downtown.

Board member and Marina Mayor Delgado thanked TAMC staff for meeting with City staff to debrief on the recommendation not to fund funding the Del Monte Blvd/Patton Parkway Extension.

7. **REPORTS FROM TRANSPORTATION PROVIDERS**

Caltrans – Scott Eades, the new District 5 Director for Planning, Local Assistance and Sustainability, introduced himself. He reported that Caltrans is monitoring the active fires throughout the state and is working with Cal Fire and the Forestry on traffic control. Mr. Eades announced that the 2050 draft California Transportation Plan was released on August 21st and he encouraged agencies to review and comment on it. Board member Adams welcomed Mr. Eades. She expressed concerns with the illegal camping along Highway 1, noting this is a standing problem and Big Sur constituents are calling for relief. She thanked Caltrans for replacing rumble strips on Highway 68 with so-called “mumble strips” to reduce noise.

Monterey Regional Airport District – No report this month.

Monterey Salinas Transit District – Carl Sedoryk, General Manager & CEO, announced MST will be hosting a Zoom meeting regarding the SURF! rapid transit corridor connecting Marina to Seaside Environmental Impact Report on August 27th, 5 p.m. He noted that MST has added additional bus service on the following lines to allow for social distancing within the buses: JAZZ Line 11, Monterey to Salinas Line 20; and Grape Vine Express Line Monterey to Carmel Line 24. Mr. Sedoryk reported that as part of the Carmel fire evacuations, MST provided transportation services to the residents of Rippling River.

Monterey Bay Air Resources District – Richard Stedman reported that the Air District has updated its monitors to better track the poor air quality from the fires and is issuing regular advisories. Mr. Stedman reported that DC Fast Charger electric vehicle stations have been installed at the King City shopping center. The District has also funded the purchase of 6 new electric vehicle school busses in Soledad. The Electric Vehicle Incentive Program, which provides rebates to the public for the purchase of fully electric and plug-in hybrid electric vehicles, still has funding available and offering double incentive rebates to qualified persons with a low income; applications are online.

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

No reports this month due to shelter-in-place.

9. EXECUTIVE DIRECTOR'S REPORT

Executive Director Debbie Hale welcomed Scott Eades, Caltrans District 5, and City of Salinas alternate Board representative of Christy Cromeenes. She announced that Caltrans, TAMC and Supervisor Phillips will be hosting a remote Castroville Highway 183 Project meeting will on August 26th, 5 p.m. Director Hale encouraged the Board to distribute the Passenger Rail survey to their constituents to provide feedback on your priorities and opinions regarding potential new passenger rail service throughout the Monterey Bay Area and the rest of the Central Coast. In conclusion, she announced that a few TAMC staff members were evacuated due to the fires, noting everyone is safe.

10. CLOSED SESSION

Pursuant to Government Code section 54956.9(d)(1), the Board conferred 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

After the Board reconvened in open session, Agency Counsel Reimann reported that the Board met in closed session and approved an amendment to the legal counsel contract, otherwise no reportable action was taken.

11. ANNOUNCEMENTS AND/OR COMMENTS

None.

12. ADJOURNMENT

Chair Alejo adjourned the meeting at 10:47 a.m.



Memorandum

To: Board of Directors
From: Dave Delfino, Finance Officer / Analyst
Meeting Date: September 23, 2020
Subject: TAMC payments for the month of August 2020

RECOMMENDED ACTION:

ACCEPT the list of checks written for August 2020 and credit card statements for the month of July 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 \$ 1,288,009.49 which, included checks written for August 2020 and payments of the July 2020 Platinum Plus Credit Card statements.

DISCUSSION:

During the months of August 2020 normal operating checks were written, as well as, a check for \$691,603.87 to Monterey County Treasurer to transfer California American Water Branch Line Easement funds to TAMC County Account 691, a check for \$31,460.97 to HDR Engineering Inc. for engineering services, a check for \$748.75 to Associated Right of Way Services Inc. for right of way services and a check for \$225,808.68 for construction services and material all for the Salinas Rail Extension Kick-Start Project, a check for \$51,015.05 to Alta Planning + Design for services for environmental work for the FORTAG Project, a check for \$1,000.00 to Moss, Levy and Hartzheim for the 2019/2020 Financial Audit, a check for \$9,825.14 to AECOM Technical Services, Inc. for services to develop the Monterey County Regional Conversation Investment Strategy, a check for \$122.50 to Ward, Ruhnke & Dost Architects, LLP for design services for the Fort Ord Property and two checks totaling \$38,814.11 to Ecology Action and a check for \$2,823.58 to the City of Salinas for services for the Salinas and Every Child Safe Routes to School Projects.

ATTACHMENTS:

- ❑ Checks August 2020
- ❑ Credit Cards July 2020

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

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
08/06/2020	DEP Carmel-By-The-Sea		1,225.00	Local Agency Contribution 20/21
08/06/2020	DEP Haedrich and Marina Concrete		1,225.00	Railroad Right of Way Rent
08/06/2020	DEP State of California		131,257.21	TIRCP Grant for Rail Network Integration Study
08/07/2020	EFT CalPers Health Benefits	11,592.68		Employee Benefit
08/07/2020	EFT Payroll	48,311.52		Payroll
08/07/2020	EFT United States Treasury	11,162.70		Payroll Taxes & Withholding
08/07/2020	EFT EDD	4,409.23		Payroll Taxes & Withholding
08/07/2020	EFT EDD	46.27		Payroll Taxes & Withholding
08/07/2020	EFT Pers Retirement	9,726.80		Employee Benefits
08/07/2020	EFT Pers Retirement PEPR	1,703.35		Employee Benefits
08/07/2020	EFT CalPERS	7,246.75		Employee Benefits
08/07/2020	EFT Christina Watson	271.00		125 Plan Reimbursement
08/12/2020	EFT Union Bank	10.00		Bank Service Charges
08/14/2020	19560 Alvarez Technology Group (TX)	680.09		Computer Equipment Lease
08/14/2020	19561 Alvarez Technology Group, Inc. (CA)	1,914.38		Computer Support
08/14/2020	19562 AT & T (Carol Stream, Il.)	404.37		Telecommunications, Call Box and Rideshare - Phone Service
08/14/2020	19563 Banner Life	329.00		Employee Benefits
08/14/2020	19564 Business Card	608.39		Office Supplies, Staff Travel & Professional Training
08/14/2020	19565 California Towing and Transport	27,561.52		Freeway Service Patrol
08/14/2020	19566 City of Salinas	2,823.58		Services for Salinas SRTS Project
08/14/2020	19567 Comcast	145.06		Telecommunication
08/14/2020	19568 De Lage Landen Financial Services	285.75		Office Copier Lease
08/14/2020	19569 Delta Dental	1,063.22		Employee Benefits
08/14/2020	19570 Ecology Action	5,160.62		SRTS ATP - Every Child Project
08/14/2020	19571 Khouri Consulting LLC	4,000.00		Legislative Consultant
08/14/2020	19572 Moss, Levy & Hartzheim	1,000.00		Financial Audit
08/14/2020	19573 Randy Tunnell Photography	1,000.00		Photography for Public Outreach
08/14/2020	19574 Smith & Enright Landscaping Inc.	1,940.00		Weed Abatement Commuter Rail Property
08/14/2020	19575 The Maynard Group	338.28		Telecommunication Equipment
08/14/2020	19576 Verizon Wireless	100.74		Call Box - Phone Service
08/14/2020	19577 VSP	188.11		Employee Benefits
08/14/2020	19578 WTS	95.00		Membership Dues
08/14/2020	19579 Void	0.00		Void
08/14/2020	19580 The Maynard Group	18.08		Telecommunication Equipment
08/14/2020	DEP City of Salinas		52,750.00	Local Agency Contribution 20/21
08/14/2020	DEP Jaguar, Newton Bros, and Lexus		7,361.89	Railroad Right of Way Rent
08/14/2020	DEP State of California		35,933.96	SAFE - Revenue June 2020
08/19/2020	EFT State of California		67,881.12	Freeway Service Patrol Grant
08/21/2020	19581 Associated Right of Way Services Inc.	748.75		Right of Way Services for Salinas Rail Extension Kick-Start Project
08/21/2020	19582 Clinica de Salud del Valle de Salinas	8,188.36		Office Rent
08/21/2020	19583 De Lage Landen Financial Services	75.35		Office Copier Lease

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

DATE	ITEM NAME	CHECK	DEPOSIT	DESCRIPTION
08/21/2020 19584	Ecology Action	33,653.49		Services for Salinas SRTS Project
08/21/2020 19585	HDR Engineering Inc.	31,460.97		Engineering Services Salinas Rail Extension Kick-Start Project
08/21/2020 19586	Lincoln National Life Insurance Co.	689.08		Employee Benefits
08/21/2020 19587	Monterey Peninsula Engineering, Inc.	225,808.68		Construction Costs for Salinas Rail Extension Kick-Start Project
08/21/2020 19588	Oppidea, LLC	2,335.00		Accounting Services
08/21/2020 19589	Shell	32.71		Auto Expense - Gasoline
08/21/2020 EFT	Payroll	47,960.15		Payroll
08/21/2020 EFT	United States Treasury	11,004.80		Payroll Taxes & Withholding
08/21/2020 EFT	EDD	4,314.29		Payroll Taxes & Withholding
08/21/2020 EFT	EDD	41.03		Payroll Taxes & Withholding
08/21/2020 EFT	Pers Retirement	9,748.65		Employee Benefits
08/21/2020 EFT	Pers Retirement PEPRA	1,716.32		Employee Benefits
08/21/2020 EFT	CalPERS	7,263.61		Employee Benefits
08/21/2020 EFT	Ariana Green	575.00		Reimbursement for ACT Membership Dues
08/21/2020 EFT	Tracy Burke Vasquez	500.00		Employee Equipment Reimbursement
08/21/2020 EFT	Maria Montiel	60.00		Reimbursement for Costco Membership Dues
08/24/2020 EFT	State of California		17,890.12	Freeway Service Patrol Grant
08/24/2020 DEP	State of California		230,062.98	Traffic Congestion Relief Funds for Salinas Rail
08/24/2020 DEP	State of California		1,868.89	Interest from State Condemnation Fund
08/24/2020 DEP	Special District Risk Management Authority		1,503.86	Reimbursement of Workers Compensation Costs
08/25/2020 EFT	Union Bank	46.08		Bank Service Charges
08/25/2020 EFT	California American Water		691,603.87	Brach Line Easement Payment
08/26/2020 19590 -19597	VOIDS	0.00		VOIDS
08/26/2020 19598	AECOM Technical Services, Inc.	9,825.14		Services for the Monterey County Regional Conservation Investment Strategy
08/26/2020 19599	Alta Planning + Design Inc	51,015.05		Services for Environmental Work for the FORTAG Project
08/26/2020 19600	EduBridge Foundation	1,138.50		Stanford Students Data Collection Services
08/26/2020 19601	Monterey County Treasurer	691,603.87		Transfer of Easement Funds to TAMC County Acct. 691
08/26/2020 19602	Printworks Solutions	1,905.94		Printing and Mailing for SR 183 Castroville Improvement Project Meeting Notice
08/26/2020 19603	Silkscreen Express	974.48		New Logo Shirts and Hats
08/26/2020 19604	Smile Business Products	125.95		Office Copier Expenses
08/26/2020 19605	VSP	239.25		Employee Benefits
08/26/2020 19606	Wald, Ruhnke & Dost Architects, LLP	122.50		Design Services for Fort Ord Property
08/26/2020 EFT	CALPERS Financial & Acct Services	700.00		Services for Calculation of GASB 68 Report
08/26/2020 EFT	State of California		23,436.63	Traffic Congestion Relief Funds for Salinas Rail
08/27/2020 EFT	Graniterock		8,038.50	Railroad Right of Way Rent
TOTAL		1,288,009.49	1,272,039.03	

Credit Cards JULY 2020



ELOUISE RODRIGUEZ

Platinum Plus® for Business

July 05, 2020 - August 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

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 \$433.26
Minimum Payment Due **\$10.00**
Payment Due Date **08/31/20**
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 \$1,461.22
Payments and Other Credits -\$1,461.22
Balance Transfer Activity \$0.00
Cash Advance Activity \$0.00
Purchases and Other Charges \$433.26
Fees Charged \$0.00
Finance Charge \$0.00
New Balance Total \$433.26
Credit Limit \$7,600
Credit Available \$7,166.74
Statement Closing Date 08/04/20
Days in Billing Cycle 31

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
07/20	07/19	Payments and Other Credits PAYMENT - THANK YOU TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD		- 1,461.22 -\$1,461.22
07/08	07/06	Purchases and Other Charges DEVICE MAGIC INC RALEIGH NC		150.00
07/16	07/15	AMZN Mktp US*MV8769CJO Amzn.com/billWA		7.64
07/21	07/21	BNP MEDIA, INC. 248-362-3700 MI		108.00
07/22	07/21	AMZN MKTP US*MV5MK3AN2 AMZN.COM/BILLWA		67.73
07/23	07/22	WORDFENCE.COM 2062012067 WA		74.89

Account Number
July 05, 2020 - August 04, 2020

New Balance Total \$433.26
Minimum Payment Due **\$10.00**
Payment Due Date **08/31/20**

Enter payment amount

\$

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

BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

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

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

ELOUISE RODRIGUEZ

July 05, 2020 - August 04, 2020

Page 3 of 6

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
07/30	07/29	BEST BEST AND KRIEGER 951-686-1450 CA	05227020212500212373705	25.00
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$433.26

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	24.24% V	\$0.00	\$0.00

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

BANK OF AMERICA BUSINESS ADVANTAGE

Don't forget all your card has to offer

Continue using it for everyday purchases and recurring monthly expenses, as well as for expense tracking and more.

In addition to the competitive APR with no annual fee, your Bank of America Business credit card helps you manage spending with:

- Unlimited employee cards at no additional cost and with credit limits you set
- Hassle-free electronic payments with automatic bill payment
- Automatic payments, transfers and downloading transactions into QuickBooks®
- Checking your balance and keeping tabs on account activity for you and your employees easily anytime, anywhere

Manage your account online 24/7 at bankofamerica.com/SmallBusiness with secure Online and Mobile Banking.

QuickBooks is a registered trademark of Intuit Inc.

SSM-09-19-0760.B | 2824176

DEBRA L HALE

Platinum Plus® for Business

July 05, 2020 - August 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

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 \$175.13
Minimum Payment Due **\$10.00**
Payment Due Date **08/31/20**
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 \$1,792.44
 Payments and Other Credits -\$1,792.44
 Balance Transfer Activity \$0.00
 Cash Advance Activity \$0.00
 Purchases and Other Charges \$175.13
Fees Charged **\$0.00**
Finance Charge **\$0.00**
 New Balance Total \$175.13
 Credit Limit \$5,000
 Credit Available \$4,824.87
 Statement Closing Date 08/04/20
 Days in Billing Cycle 31

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
Payments and Other Credits				
07/20	07/19	PAYMENT - THANK YOU		
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				- 1,792.44
Purchases and Other Charges				
07/20	07/17	COPYMAT 8317530471 CA		115.14
07/28	07/27	MAILCHIMP *MONTHLY MAILCHIMP.COMGA		59.99
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$175.13

Account Number
July 05, 2020 - August 04, 2020

New Balance Total \$175.13
Minimum Payment Due **\$10.00**
Payment Due Date **08/31/20**

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

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



Memorandum

To: Board of Directors
From: Madilyn Jacobsen, Transportation Planner
Meeting Date: September 23, 2020
Subject: TIFIA Loan Actions for Monterey-Salinas Transit

RECOMMENDED ACTION:

Federal Loan Actions for Monterey-Salinas Transit

1. **AUTHORIZE** Executive Director to execute Amendment #1 of Measure X Regional Funding Agreement, subject to approval by Agency counsel, for the South County Operations and Maintenance Facility, to reflect an adjusted federal loan repayment timeline; and
2. **AUTHORIZE** Executive Director to enter into Direction to Deposit Local Transportation Funds Agreement with Monterey-Salinas Transit, subject to approval by Agency counsel, to support MST's federal Transportation Infrastructure Finance Innovation Act Loan.

SUMMARY:

Monterey-Salinas Transit is pursuing a federal Transportation Infrastructure Finance Innovation Act (TIFIA) Loan to finance construction South County Maintenance and Operations Facility. Entering into the Direction to Deposit Funds Agreement is an important step for MST to receive the TIFIA loan. The Regional Funding Agreement amendment requested does not change the total Measure X funds for the project; it provides an adjusted TIFIA Loan repayment schedule, a change to the overall project cost and a revision to the project funding sources.

FINANCIAL IMPACT:

The recommended actions will not change the \$10,359,695 Measure X funding commitment to the MST South County Maintenance and Operations Facility made in the Regional Funding Agreement, approved at the Agency's May 27, 2020 Board meeting, for construction of the facility and a partial federal TIFIA loan repayment.

DISCUSSION:

Irrevocable Direction to Deposit Funds Agreement

Monterey-Salinas Transit (MST) is currently constructing a new operations and maintenance facility, the South County Operations and Maintenance Facility ("Facility"), for transit vehicles primarily serving southern Monterey County. In tandem with the Measure X Regional Funding Agreement approved at TAMC's May 27, 2020 Board meeting, MST expects to secure a very low interest loan with the United States Department of Transportation under the Transportation Infrastructure Finance and Innovation Act of 1998 ("TIFIA") - Rural Project Initiative to address the total project funding requirements.

In order to govern the payment of principal and interest on the TIFIA Loan, MST anticipates the need to enter into a Collateral Accounts and Security Agreement (CASA) with the U.S. Bank National Association, a national bank serving as a Collateral Agent. The CASA will establish a Revenue Account and Debt Service Account into which MST will deposit or cause to be deposited available revenues, including Local Transportation Funds (LTF), sufficient to make

payments with respect to the TIFIA Loan agreement.

The (**attached**) Direction to Deposit Funds Agreement requires TAMC to deposit all Local Transportation Funds that TAMC has allocated to MST into the Collateral Agent account on behalf of MST, to be used as collateral for the TIFIA Loan. Capital costs are eligible uses of Local Transportation Funds. At present, TAMC allocates all Local Transportation Funds available for public transit services to MST. The estimated amount of the total Fiscal Year 2020-21 Local Transportation Fund (LTF) allocation to MST is \$16,995,417. Approval of the Direction to Deposit Funds Agreement commits TAMC to deposit all funds which are allocated to MST into the Collateral Agent account. Funds not utilized for the loan payment collateral will then be transferred by the Agent to MST. The Direction to Deposit Funds Agreement will be in place until the TIFIA Loan is paid off, which is estimated to be 2056.

The agreement does not commit the TAMC Board to continue to allocate 100% of LTF funds to MST through that date, but rather specifies that the amount that the Board does allocate to MST shall be transferred to the Collateral Agent account rather than to the MST bank account. Measure X funding cannot be used as collateral since the measure does not extend to the TIFIA Loan's FY2055/56 final payment year.

Amendment #1 - Measure X Regional Funding Agreement

The requested amendment to the regional funding agreement (**web attachment**) reflects an extended TIFIA Loan repayment timeline. The new timeline is advantageous to Measure X cash flow, by shifting the loan repayment timeline out 5 years and extending the payback period from 9 to 21 years (from FY2020/21-2029/30 to FY2025/26-2046/47).

The project cost has also been updated in the agreement; increasing from \$16,244,287 to \$17,243,632, to reflect the latest cost information, including costs that were not originally included in the construction scope of work but are required for the project. Examples of these additions include security/alarm services, fuel management services, permit fees. The requested Amendment identifies funding for these additional costs from the MST Capital Budget, State Public Transportation Modernization Improvement, and Service Enhancement Account funds.

ATTACHMENTS:

- ▢ Sedoryk - Letter re: Agreement for Irrevocable Direction to Deposit LTF Funds
- ▢ Sedoryk - Letter re: Request for Amendment to Measure X Regional Funding Agreement
- ▢ Agreement for Irrevocable Direction to Deposit LTF Funds

WEB ATTACHMENTS:

Regional Funding Agreement for MST South County Operations and Maintenance Facility - Amendment 1



September 3, 2020

Debbie Hale
Executive Director
Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901

RE: Agreement for Irrevocable Direction to Deposit LTF Funds

Dear Ms. Hale:

The Monterey-Salinas Transit District (“MST”) is currently constructing a new operations and maintenance facility for transit vehicles primarily serving southern Monterey County – the South County Operations and Maintenance Facility Project (“Project”). On May 27, 2020, the Transportation Agency of Monterey County (“TAMC”) Board approved a Regional Funding Agreement for the final design and construction of the Project. In tandem with the TAMC Measure X commitment to the Project, MST anticipates entering into a Loan Agreement with the United States Department of Transportation (“Lender”) to partially fund costs relating to the design and construction of the Project. In order for MST to provide assurances to the Lender that sufficient revenues will be available to satisfy its financial obligations under the Loan Agreement, it is requested that TAMC and MST enter into an agreement to deposit MST Local Transportation Funds (LTF) with U.S. Bank National Association, a national banking association as Collateral Agent on behalf of MST.

MST awarded a contract for the design and construction of the Project to Diede Construction, Inc., in the amount of \$14,579,700. Design work is complete and construction began in late July 2020 and is expected to be completed in September 2021. MST has solicited and received funding from State and Federal sources for use in the development of the Project and, in tandem with the Measure X Regional Funding Agreement, MST expects to secure a loan with the United States Department of Transportation under the Transportation Infrastructure Finance and Innovation Act of 1998 (“TIFIA”) – Rural Project Initiative (“RPI”) to address the total Project funding requirements.

Advocating and delivering quality public transportation as a leader within our community and industry.

Transit District Members Monterey County • Carmel-by-the-Sea • Del Rey Oaks • Gonzales • Greenfield • King City • Marina • Monterey
Pacific Grove • Salinas • Sand City • Seaside • Soledad **Administrative Offices** 19 Upper Ragsdale Drive, Suite 200 Monterey, CA 93940

PH 1-888-MST-BUS1 (1-888-678-2871) • FAX (831) 899-3954 • WEB mst.org

Ms. Debbie Hale
Page 2
September 3, 2020

At the October 12 or November 9, 2020 Monterey-Salinas Transit Board Meeting, MST staff anticipates recommending that MST enter into a Loan Agreement with the United States Department of Transportation to partially fund costs relating to the design and construction of the South County Operations and Maintenance Facility Project. This will require MST to make principal and interest payments as well as pay certain fees and expenses relating to the administration of the TIFIA Loan Agreement to the Lender.

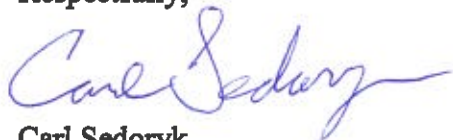
To govern the payment of principal and interest on the TIFIA Loan, MST also anticipates the need to enter into a Collateral Accounts and Security Agreement ("CASA") with U.S. Bank National Association, a national banking association serving as Collateral Agent. The CASA will establish a Revenue Account and Debt Service Account into which the MST will deposit or cause to be deposited available revenues, including LTF Funds, sufficient to make payments with respect to the Loan Agreement.

In order for MST to provide assurances to the Lender that sufficient Revenues will be deposited with the Collateral Agent to satisfy MST's financial obligations under the Loan Agreement, MST is requesting that TAMC and MST enter into an Agreement for Irrevocable Direction to Deposit LTF Funds with the Collateral Agent. Specifically, under the Agreement, MST will direct TAMC to deposit ALL of MST's allocated LTF Funds when LTF Funds are received by TAMC from the California Department of Tax and Fee Administration ("CDTFA") to the Revenue Account held by the Collateral Agent who will deposit from these amounts to the Debt Service Accounts also held by the Collateral Agent. Any amount of LTF Funds in excess of the required deposit in the Debt Service Account under the Loan Agreement will be transferred to MST by the Collateral Agent. The Agreement will be in effect until such time that MST's financial obligations under the Loan Agreement have been satisfied.

The MST Board will also consider this Agreement at the October 12 or November 9, 2020 MST Board meeting. Please see Attachment 1 for the Direction to Deposit LTF Funds Agreement.

Please do not hesitate to contact me at (831) 264-5001 or Lisa Rheinheimer, Assistant General Manager at (831) 264-5874 should you have any questions.

Respectfully,



Carl Sedoryk
General Manager/CEO

Encl.



September 4, 2020

Debbie Hale
Executive Director
Transportation Agency for Monterey County
55-B Plaza Circle
Salinas, CA 93901

RE: Request to Amend Funding Agreement for MST South County Operations and Maintenance Facility

Dear Ms. Hale:

The Monterey-Salinas Transit District (“MST”) is currently constructing a new operations and maintenance facility for transit vehicles primarily serving southern Monterey County – the South County Operations and Maintenance Facility Project (“Project”). On May 27, 2020, the Transportation Agency of Monterey County (“TAMC”) Board approved a Regional Funding Agreement for the final design and construction of the Project.

Upon further refinement to the project budget, we would like to request that MST and TAMC amend the agreement so that the budget and funding amounts reflect current and anticipated expenses. Please note that this amendment will not change the Measure X commitment to the project. It will increase the amount of the TIFIA loan MST is requesting as well as the amount of MST general fund capital budget that is committed to the project.

A revised Agreement is attached for your consideration at the earliest available TAMC Board meeting.

Thank you for your attention to this request as we move expeditiously to secure the TIFIA loan.

Please do not hesitate to contact me at (831) 264-5001 or Lisa Rheinheimer, Assistant General Manager at (831) 264-5874 should you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "Carl Sedoryk", is written over the typed name.

Carl Sedoryk
General Manager/CEO

Encl.

Advocating and delivering quality public transportation as a leader within our community and industry.

Transit District Members Monterey County • Carmel-by-the-Sea • Del Rey Oaks • Gonzales • Greenfield • King City • Marina • Monterey
Pacific Grove • Salinas • Sand City • Seaside • Soledad **Administrative Offices** 19 Upper Ragsdale Drive, Suite 200 Monterey, CA 93940

PH 1-888-MST-BUS1 (1-888-678-2871) • FAX (831) 899-3954 • WEB mst.org

**AGREEMENT FOR
IRREVOCABLE DIRECTION TO DEPOSIT LTF FUNDS**

This AGREEMENT FOR IRREVOCABLE DIRECTION TO DEPOSIT LTF FUNDS (this “Irrevocable Direction”) is entered into this [] day of [], 2020, by and between the Monterey-Salinas Transit District, a special purpose district created under the laws of the State of California (“MST”) and the Transportation Agency for Monterey County, a Regional Transportation Planning Agency, created pursuant to the laws of the State of California (“TAMC”).

RECITALS:

WHEREAS, MST is a public transit operator that provides bus transit services across a four county service area, including all of Monterey County, California; and

WHEREAS, TAMC receives apportionments of Local Transportation Fund sales tax revenues (“LTF Funds”) from the California Department of Tax and Fee Administration (“CDTFA”) and allocates LTF Funds to eligible claimants pursuant to the California Transportation Development Act; and

WHEREAS, MST has been a past recipient, and anticipates being a future recipient, of LTF Funds to pay in part for the capital and operating expenses relating to providing transit services; and

WHEREAS, MST is entering into that certain TIFIA Loan Agreement (the “TIFIA Loan Agreement”), dated as of the date hereof, with the United States Department of Transportation, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau (the “TIFIA Lender”), to pay for costs relating to the construction of a new operations and maintenance facility for transit vehicles that primarily serve southern Monterey County, California that is to be constructed and owned by MST and located in King City, California, and the TIFIA Loan Agreement requires MST to make principal and interest payments as well as pay certain fees and expenses relating to the administration of the TIFIA Loan Agreement and, pursuant to the TIFIA Loan Agreement, MST has covenanted to budget and appropriate all of its revenues, including LTF Funds allocated to MST, but excluding any Federal Transit Administration funds and any Measure Q funds, in order to make payments when due with respect to the TIFIA Loan Agreement; and

WHEREAS, MST has entered into that certain Collateral Accounts and Security Agreement (as it may be amended, amended and restated, or otherwise supplemented or modified, the “CASA”) with the TIFIA Lender and U.S. Bank National Association, a national banking association, as collateral agent (“Collateral Agent”), that has established a revenue fund, debt service fund and debt service reserve fund that will secure the TIFIA Loan Agreement and into which MST will deposit or cause to be deposited all LTF Funds allocated to it and, subject to the CASA, certain other revenues of MST; *provided* that no Federal Transit Administration funds or Measure Q funds shall be used to make payments in respect of the TIFIA Loan Agreement; and

WHEREAS, to provide assurances to the TIFIA Lender that sufficient revenues will be deposited with the Collateral Agent to satisfy MST’s financial obligations under the TIFIA Loan Agreement, MST is entering into this Irrevocable Direction.

NOW, therefor, in consideration of the foregoing the parties agree as follows:

1. Irrevocable Direction to Deposit LTF Funds into the Revenue Account. MST hereby irrevocably and unconditionally directs TAMC to deposit, from and after the Initial LTF Funds Deposit Date (as defined in the CASA), as and when allocated to MST but no less frequently than on a monthly basis, all LTF Funds that are allocated to MST by TAMC from the LTF Funds received by TAMC from the CDTFA (or any successor or alternate public agency or governing body that may in the future apportion, direct or transfer or otherwise administer funds available pursuant to the California Transportation Development Act), into the revenue account described below (the "Revenue Account"), which account is held by the Collateral Agent and governed by the terms of the CASA:

[INSERT MST REVENUE ACCOUNT INFORMATION]

2. Acknowledgement. TAMC hereby (a) acknowledges and agrees to MST's irrevocable direction to deposit all LTF Funds allocated to MST into the Revenue Account and (b) covenants to comply with the requirements of Section 1 above. TAMC shall not transfer, allocate or otherwise provide any LTF Funds allocated to MST to any other person or entity.

3. Term. This Irrevocable Direction shall be in force and effect until all outstanding financial obligations of MST under the TIFIA Loan Agreement have been irrevocably paid in full in cash. Upon such irrevocable payment in full of MST's financial obligations, the Collateral Agent shall deliver a notice of such payment to TAMC.

4. Amendment. TAMC acknowledges that the directions set forth herein are irrevocable. This Irrevocable Direction shall not be amended, modified, supplemented, replaced, or revoked (including by waiver of any provision of this Irrevocable Direction) without the prior written consent of the TIFIA Lender.

5. Third-Party Beneficiaries. The TIFIA Lender is a third-party beneficiary of this Irrevocable Direction with respect to all rights, benefits, remedies, claims and other privileges of MST with respect to this Irrevocable Direction and has all of the rights and benefits of a third-party beneficiary, including an independent right of action to enforce such rights, benefits, remedies, claims and other privileges directly, without the consent or joinder of any other person. Except as set forth in this Section 5, nothing herein express or implied shall give to any person any benefit or any legal or equitable right, remedy, or claim hereunder.

6. Counterparts. This Irrevocable Direction may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Irrevocable Direction. Electronic delivery of an executed counterpart of a signature page of this Irrevocable Direction shall be effective as delivery of an original executed counterpart of this Irrevocable Direction and any printed or copied versions of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page. Signatures for this Irrevocable Direction may be made by electronic means, if accompanied by an email from the applicable signatory, contemporaneous or otherwise, confirming the use of such means.

7. Governing Law. This Irrevocable Direction shall be governed by and construed in accordance with the laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Irrevocable Direction to be effective as of the date first written above.

Monterey-Salinas Transit District

Transportation Agency for Monterey County

Carl Sedoryk
General Manager/CEO

Debra L. Hale
Executive Director

ATTEST:

ATTEST:

Jeanette Alegar-Rocha
Clerk to the Board

Elouise Rodriguez
Clerk to the Board

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM:

De Lay & Laredo
MST Counsel

Office of the Monterey County Counsel
TAMC Counsel

By: _____
David C. Laredo
MST General Counsel

By: _____
Kathryn Reimann
TAMC Counsel

Dated: _____
[[Original signature in BLUE ink]]

Dated: _____
[[Original signature in BLUE ink]]

Acknowledged and agreed to:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
John Axt
Vice President



Memorandum

To: Board of Directors
From: Stefania Castillo, Transportation Planner
Meeting Date: September 23, 2020
Subject: **Monterey-Salinas Transit State of Good Repair Funds**

RECOMMENDED ACTION:

ADOPT Resolution 2020-11 allocating \$855,275 of Fiscal Year 2020-21 SB 1 State of Good Repair funds to Monterey-Salinas Transit to support bus procurement that will replace eight small RIDES buses that have met their useful life.

SUMMARY:

Senate Bill 1 (SB 1) established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair. Monterey-Salinas Transit will be using these funds to support a bus procurement that will replace eight cutaway buses that have met their useful life. Cutaway buses are the small buses RIDES uses for wheelchair and mobility-impaired riders.

FINANCIAL IMPACT:

There is not financial impact to the TAMC budget associated with this action. This action will allow Monterey-Salinas Transit to secure \$855,275 in State of Good Repair funds available for Monterey County for Fiscal Year 2020-21.

DISCUSSION:

Senate Bill 1 is a landmark transportation bill adopted in 2017 that will provide over \$50 billion in new transportation funding over the next decade to repair highways, bridges and local roads, to make strategic investments in congested commute and freight corridors, and to improve transit service. The State of Good Repair Program provides approximately \$105 million annually to transit operators in California for capital projects. The Program is funded under a portion of the new Transportation Improvement fee on vehicle registrations due on or after January 1, 2018. The Program investments will benefit the public by providing transportation agencies with a consistent and dependable revenue source to invest in the upgrade, repair and improvement of transit infrastructure, and in turn improvement of transit service.

As a transportation planning agency, the Transportation Agency is an eligible recipient of Program funds for Monterey County, and can act as a lead agency on eligible projects or as a "contributing agency" that can pass funds to MST to support an eligible project. Program funds are allocated to regional transportation planning agencies and to transit operators using the State Transit Assistance distribution formula, which allocates funding to transportation planning agencies based on population (PUC 99313) and to transit operators based on transit operator revenues (PUC 99314). The Transportation Agency's allocation of Program funds is \$652,441 and MST's allocation is \$202,834 for a Monterey County total of \$855,275.

Staff recommends that the Transportation Agency act as a "contributing sponsor" and release its FY 2020-21 State of Good Repair allocation to MST to support bus procurement that will replace eight cutaway buses that have reached

the end of their useful life (**web attachment**).

ATTACHMENTS:

- Resolution 2020-11 Approving State of Good Repair Allocation

WEB ATTACHMENTS:

[SB 1 State of Good Repair FY 2020-21 Project List](#)



**RESOLUTION NO. 2020-11
OF THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)**

**AUTHORIZATION FOR THE EXECUTION OF THE
REGIONAL ENTITIES APPROVING PROJECT LIST
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM AND PROGRAMMING
FY 2020/2021 STATE OF GOOD REPAIR FUNDS TO
MONTEREY-SALINAS TRANSIT**

WHEREAS, Senate Bill (SB 1), the Road Repair and Accountability Act of 2017, established the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the Transportation Agency for Monterey County (TAMC) is an eligible recipient and may receive State Transit Assistance funding from the State of Good Repair Program (SGR) now or sometime in the future for transit capital projects; and

WHEREAS, the statutes related to the state-funded transit capital projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the California Department of Transportation (Caltrans) as the administrative agency for the SGR; and

WHEREAS, Caltrans has developed guidelines for the purpose of administering and distributing SGR funds to eligible recipients (local agencies such Monterey-Salinas Transit); and

WHEREAS, the Transportation Agency for Monterey County wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director; and

WHEREAS, the Transportation Agency's allocation of Fiscal Year 2020-21 State of Good Repair Program funds is \$652,441 (PUC 99313) and MST's allocation is \$202,834 (PUC 99314) for a Monterey County total of \$855,275; and

WHEREAS, the Transportation Agency approves the project list and allocation for the PUC 99313 (based on the latest available annual population estimates from the Department of Finance) and PUC 99314 (based on the revenue amount for each eligible operator) of Fiscal Year 2020-21 State of Good Repair Program funds to support Monterey-Salinas Transit's bus procurement that will replace eight small RIDES buses that have met their useful life.

WHEREAS, Monterey-Salinas Transit is able to claim all available Local Transportation Funds in Monterey County to support public transit service pursuant to the finding adopted by the Transportation Agency for Monterey County on June 23, 2010.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Transportation Agency for Monterey County Board of Directors hereby approve the region's SB 1 State of Good Repair project list for FY 2020/21.
2. The fund recipient (Monterey-Salinas Transit) agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.
3. The Executive Director (Debra L. Hale) is hereby authorized to execute all required documents of the SGR programs and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Transportation Agency for Monterey County, State of California this 23rd day of September 2020, by the following votes:

AYES:

NOES:

ABSENT:

LUIS ALEJO, CHAIR
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

ATTEST:

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



Memorandum

To: Board of Directors
From: Christina Watson, Principal Transportation Planner
Meeting Date: September 23, 2020
Subject: Legislative Update

RECOMMENDED ACTION:

RECEIVE update on state and federal legislative activities and **RATIFY** positions on legislation adopted by the Executive Committee.

SUMMARY:

Attached are an updated draft bill list and an update on state and federal legislative activities.

FINANCIAL IMPACT:

Some bills on the list may impact TAMC finances, particularly in relation to Measure X revenues.

DISCUSSION:

Attached online are a state update from Agency legislative consultant Gus Khouri and an updated bill list. One addition from the list adopted by the TAMC Board of Directors on August 26, 2020 is shown in underline:

- Senate Bill (SB) 146 (Beall) would provide an exemption from in-person meetings as required by the Brown Act, through January 1, 2023, in order to allow for virtual public participation for informational hearings related to the construction of a sustainable communities strategy by metropolitan planning organizations. The Executive Committee adopted a support position on behalf of the Board of Directors due to time considerations.

One bill, SB 1351 (Beall), was amended since the Board adopted an "oppose unless amended" position to remove the Agency's opposition. SB 1351 would allow a portion of the Transportation Improvement Fee (TIF) to be used as collateral for the issuance of a revenue bond to expedite highway projects. TAMC requested that the author restrict the payment of the bond debt service to only the portion of the TIF that funds the State Highway Operation and Protection Program (SHOPP), leaving the competitive programs harmless. The author has taken that amendment. As a result, the Executive Committee adopted a position change from "oppose unless amended" to "watch" on behalf of the Board of Directors.

The TAMC-sponsored bill, SB 1231 by Senator Monning, which will allow the California Department of Fish and Wildlife to issue an incidental take permit for the Santa Cruz Long-toed Salamander for the purpose of enabling Caltrans to construct the State Route 156 West corridor project, passed the Assembly Floor on August 30 and is now on the Governor's desk. Staff is soliciting letters to the Governor asking for his signature, which can be found under correspondence on this agenda.

Another bill of particular interest to TAMC, SB 1459 (Caballero), to authorize the California Transportation Commission to relinquish a segment of State Route 183 to the City of Salinas, was approved by the legislature on August 30. TAMC sent

the Governor a letter requesting his signature on this bill, which would help the City of Salinas to realize its vision for downtown revitalization.

At the federal level, the current transportation authorization bill, the Fixing America's Surface Transportation Act, better known as the FAST Act, expires on September 30, 2020. Multiple proposals have been considered but the current situation appears to be calling for a Continuing Resolution to extend the authorization bill for one year (see **web attachment**).

WEB ATTACHMENTS:

- [State legislative report](#)
- [State bill list](#)
- [September 8, 2020 article in CQ, "Highway bill could hitch a ride on the continuing resolution"](#)



Memorandum

To: Board of Directors
From: Todd Muck, Deputy Executive Director
Meeting Date: September 23, 2020
Subject: Quitclaim Deed from Marina Community Partners

RECOMMENDED ACTION:

AUTHORIZE the Executive Director to accept a quitclaim deed from Marina Community Partners, LLC for a 15,313 square foot land parcel in the City of Marina, subject to approval by Agency Counsel.

SUMMARY:

This action would return to the Agency 15,313 square feet of land immediately adjacent to 12.1 acres of Agency property in the vicinity of 8th Street in the City of Marina.

FINANCIAL IMPACT:

There is no cost to the Agency to accept the quitclaim deed for this property from Marina Community Partners, LLC. There will be minor costs to the Agency to own the property, primarily for expenses such as weed and trash abatement. Adding this 15,313 sq.ft property will make the rest of TAMC property more productive and/or marketable.

DISCUSSION:

In August 2005, a deed was signed between the Transportation Agency for Monterey County and City of Marina's Redevelopment Agency exchanging a Transportation Agency rail spur property totaling 108,464 sq. ft. for public utility easements in the City of Marina. The property deeded from the Agency to Marina Redevelopment Agency was subsequently transferred to Marina Community Partners and incorporated into the Dunes on Monterey Bay development. Marina Community Partners has determined a portion of the transferred property, approximately 15,313 sq.ft., is surplus to the Dunes on Monterey Bay development and has offered to return it to the Transportation Agency. There are no structures on the parcel. The 15,313 sq.ft area is covered by a fenced concrete surface, dirt and cypress trees. The parcel is located immediately adjacent to a parcel owned by the Transportation Agency that is located next to 8th Street and fronting State Route 1. The remainder of the 12.1 acres owned the the Transportation Agency in the former Fort Ord is immediately across 8th Street fronting State Route 1.

The TAMC property is located at a transportation crossroads within former Fort Ord. The adopted FORA reuse plan currently designates the site Mixed Use with a multi-modal transportation facility, while the Marina University Villages Specific Plan designates the site for use as a Public Facility. As future development in the surrounding area matures, the site has the potential to provide critical linkage between the greater Monterey Bay region and residents of The Dunes development as well as students of Cal State Monterey Bay. The parcel enhances the ability of the existing 12.1 acres owned by the Transportation Agency to provide a transit oriented development that is well positioned to support the proposed SURF! busway transit station at 5th Street, the Fort Ord Regional Trail and Greenway segment that will run along 8th Street, and will serve as a gateway for bringing visitors to the City of Marina's planned "Arts

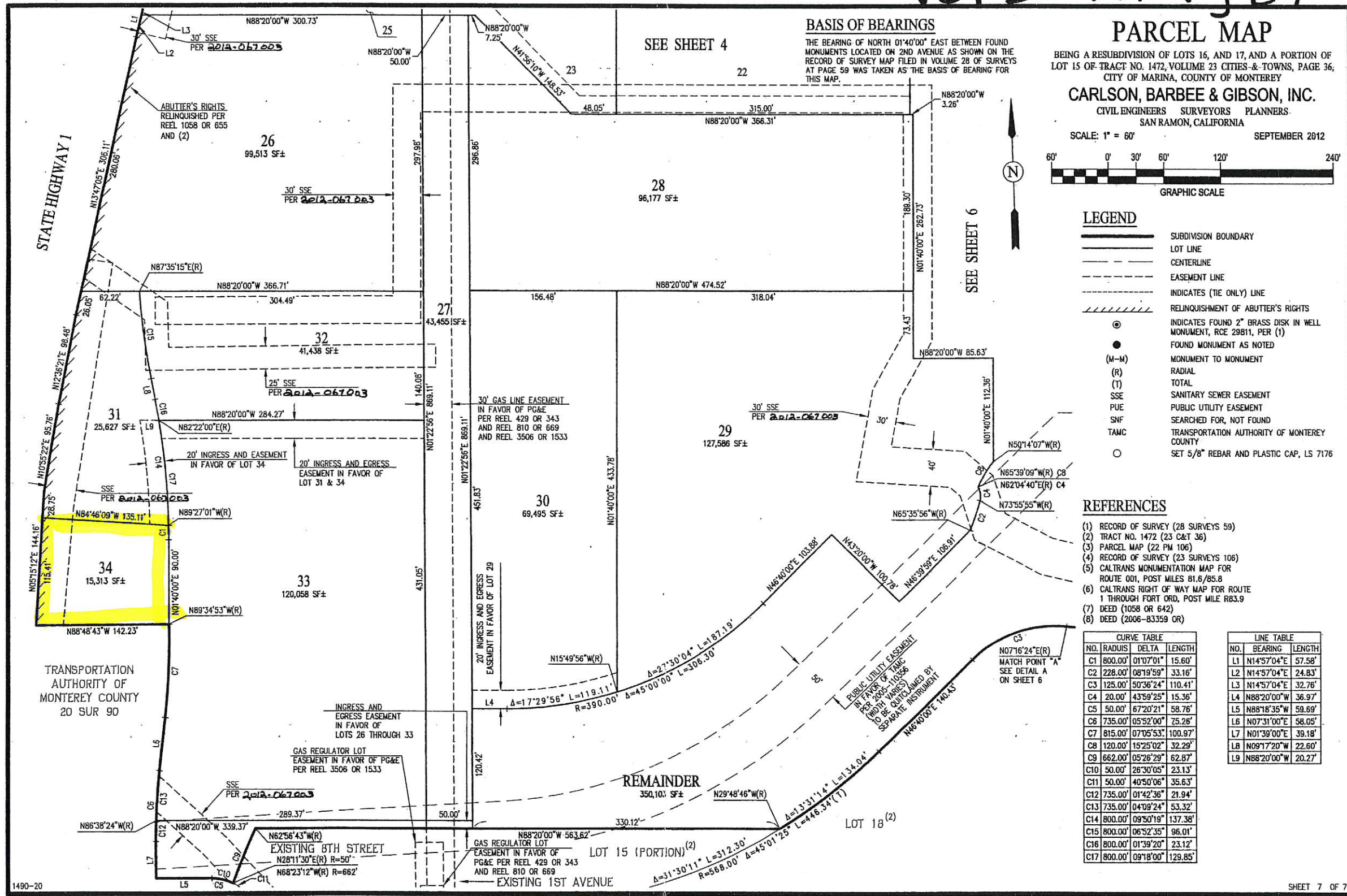
District” on the adjacent property.

The property in question is labeled "34" in the **attached** parcel map. By authorizing the Executive Director to accept the **attached** quitclaim deed the Transportation Agency would be accepting ownership of this approximately 15,313 sq.ft. parcel.

ATTACHMENTS:

- ▣ Location Map - Lot 34 Parcel
- ▣ Quitclaim Deed for Lot 34

VOI 23 PAR PG 27



LOCATION MAP
(PARCEL 34)

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

Transportation Agency for
Monterey County
55 Plaza Circle
Salinas, CA 93901

(Space Above This Line For Recorder's Use)

APN: 031-282-057

Documentary Transfer Tax
\$

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made and entered into on _____, 2020, between **MARINA COMMUNITY PARTNERS, LLC**, a Delaware limited liability company ("Grantor") in favor of **TRANSPORTATION AGENCY FOR MONTEREY COUNTY**, a public agency created under California law ("Grantee").

WITNESSETH THAT:

WHEREAS, the Secretary of the Army may convey surplus property to the Local Redevelopment Authority, at a closing military installation, for economic development purposes pursuant to the power and authority provided by Section 2905(b)(4) of the DBCRA and the implementing regulations of the Department of Defense (32 CFR Part 91);

WHEREAS, the City of Marina, by application, requested an economic development conveyance of portions of the former Fort Ord, California consistent with the redevelopment plan prepared by the Fort Ord Reuse Authority ("FORA");

WHEREAS, United States of America (hereinafter referred to as "Government"), and FORA have entered into a Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California, dated the 20th day of June, 2000 ("MOA") and MOA Amendment No. 1, dated the 23rd day of October, 2001 which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California;

WHEREAS, the California State Historic Preservation Officer determined on May 5, 1994, that no structures, monuments, or other property within the subject Property, as hereinafter defined, were identified as having any historical significance;

WHEREAS, former Fort Ord, California has been identified as a National Priority List Site under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") of 1980, as amended, and the Grantor has provided the Grantee with a copy of the Fort Ord Base Federal Facility Agreement ("FFA") and all amendments thereto entered into by United States Environmental

Protection Agency (“EPA”) Region IX, the State of California, and the Department of the Army that were effective on November 19, 1990.

WHEREAS, an Installation-Wide Multispecies Habitat Management Plan for former Fort Ord, California (“HMP”) dated December 1994 as revised and amended by the “Installation- Wide Multispecies Habitat Management Plan for Former Fort Ord, California” dated April 1997, has been developed to assure that disposal and reuse of former Fort Ord lands is in compliance with the Endangered Species Act (“ESA”), 16 U.S.C. 1531 et seq. Timely transfer of these lands and subsequent implementation of the HMP is critical to ensure effective protection and conservation of the former Fort Ord lands’ wildlife, and plant species, and habitat values while allowing appropriate economic redevelopment of former Fort Ord and the subsequent economic recovery of the local communities;

WHEREAS, pursuant to Section 334 of Public Law 104-201 FORA received certain real property situated in the City of Marina, County of Monterey, State of California, from the Government by Quitclaim Deed (“USA Deed”), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening FORA with certain obligations, said deed dated July 9, 2004, duly recorded in the County of Monterey, Office of the County Recorder, March 15, 2004, Recorder Series No. 2004023330 and re-recorded July 9, 2004, Recorder Series No. 2004072094;

WHEREAS, the City of Marina, on behalf of the Redevelopment Agency of the City of Marina (the “Redevelopment Agency”), and FORA entered into the Implementation Agreement dated May 1, 2001 and recorded in the Office of the Monterey County Recorder as Document No. 2001088377 (“Implementation Agreement”), which sets forth the specific terms and conditions upon which FORA agreed to convey and the Redevelopment Agency agreed to accept title to a portion of the University Village Parcels.

WHEREAS, the City of Marina assigned to the Redevelopment Agency its rights to acquire the portions of the former Fort Ord located in the Marina Redevelopment Agency Redevelopment Plan, Redevelopment Project Area Number 3, Former Fort Ord Redevelopment Project Area (the “Redevelopment Plan”).

WHEREAS, FORA conveyed to the Redevelopment Agency its interest in a portion of the land it received through the USA Deed (“FORA Deed”), reserving to the Government and FORA certain exclusions, restrictions, stipulations and covenants, and burdening FORA with certain obligations, said deed dated August 31, 2005, duly recorded in the County of Monterey, Office of the County Recorder, as Document No. 2005091639;

WHEREAS, by means of Quitclaim Deed dated September 21, 2006 and duly recorded in the County of Monterey, Office of the County Recorder, on September 22, 2006 as Document No. 2006983359 (the “Agency Deed”), the Redevelopment Agency conveyed to Grantor, subject to the exclusions, restrictions, stipulations, and covenants and burdens contained in the USA Deed and the FORA Deed, and such other restrictions contained in the Agency Deed and that certain Disposition and Development Agreement by and between Agency and Grantor, dated as of May 31, 2005, a Memorandum of which was recorded in the official Records of Monterey County Recorders on August 5, 2005 as Document No. 2005080654 (the “DDA”), its interest in a portion of the land it received from FORA;

WHEREAS, the Grantee was previously conveyed certain property from FORA pursuant to an Economic Conveyance Grant dated April 21, 2004, and recorded as Document Number 2004039810;

WHEREAS, Grantee agreed to convey a part of the property received from FORA to the Redevelopment Agency by means of a Quitclaim Deed pursuant to an Agreement with the Marina Redevelopment Agency dated August 16, 2005, in order to facilitate the DDA, subject to the return of

such remaining portion of that property not needed by the Grantor for implementation of the DDA;

WHEREAS, by means of this Quitclaim Deed, Grantor is hereby conveying back to Grantee, subject to the exclusions, restrictions, stipulations, and covenants and burdens contained in the USA Deed, and the FORA Deed and this Quitclaim Deed, its remaining interest in a portion of the land it received from the Redevelopment Agency; and

WHEREAS, as to references in this Quitclaim Deed to (i) the term "Redevelopment Agency" shall mean, as to actions taken on or after February 1, 2012, the actions of the City, as successor agency to the Redevelopment Agency, and (ii) to the term "Redevelopment Plan" shall mean and refer to the University Villages Specific Plan to the extent the Redevelopment Plan is not deemed in effect or operable after February 1, 2012.

WITNESSETH

GRANT

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and forever quitclaim to Grantee all of Grantor's rights, title and interest in and to the following described real property (the "Property") in the City of Marina, County of Monterey, State of California:

See Exhibit A attached hereto and made a part hereof for legal description.

Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that Grantee and such successors and assigns shall comply with the provisions of Sections 7, 11, 12 and 13 of the Implementation Agreement as if the Grantee were the referenced Jurisdiction under the Implementation Agreement and the Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such Deed Restrictions and Covenants were separately recorded prior to the recordation of this Quitclaim Deed.

The USA Deed conveying lands of which the Property was a part from the Government to FORA, and the FORA Deed conveying lands of which the Property was a part from FORA to the Grantee, and the Grantee Deed conveying lands of which the Property was a part from Grantee to the Redevelopment Agency, and the Agency Deed, conveying lands of which the Property was a part from the Redevelopment Agency to the Grantor, were all recorded prior to the recordation of this Quitclaim Deed. In the USA Deed the Government provided certain covenants, disclosures and information regarding the environmental condition of the Property which run with the land to successors and assigns to the Property and which were included in the FORA Deed and Agency Deed and are repeated (with minor modifications) in Part I of this Grant Deed. Part of that information relates only to specific parcels described by the Army Corps of Engineers parcel numbers. In this Quitclaim Deed, to the extent practicable and readily determined to be applicable, those parcel numbers have been edited to include only those identified as parcels affected by this Quitclaim Deed. In case of any conflict between this Quitclaim Deed and the FORA Deed of the information herein as to the applicability to a specific parcel comprising the Property, an inclusion of such information in the FORA Deed applicable to such parcel shall prevail. The Grantor has no knowledge regarding the accuracy or adequacy of such information provided in the USA Deed, FORA Deed and the Agency or Grantee Deed.

The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid USA Deed and the FORA Deed and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid USA Deed, FORA Deed.

This Quitclaim Deed incorporates in Part A (with minor modifications), and the conveyance of the Property from Grantor to Grantee is subject to, certain covenants, restrictions, disclosures and other provisions set forth by the Government in the USA Deed.

PART A. GOVERNMENT PROVISIONS

I. OMITTED

II. EXCLUSIONS AND RESERVATIONS.

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. The Property is taken by the Grantee subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements and any other encumbrances made for the purpose of roads, streets, utility systems, rights of way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record, any unrecorded leases, easements and any other encumbrances made for the purpose of roads, streets, utility systems, rights of way, pipelines, and/or covenants, exceptions, interests, reservations and agreements of record between Government and other government entities.

B. The Government reserved a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the Government.

C. The reserved rights and easements set forth in this section are subject to the following terms and conditions:

- (1) to comply with all applicable Federal law and lawful existing regulations;
- (2) to allow the occupancy and use by the Grantee, its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the Government, so long as such occupancy and use does not compromise the ability of the Government to use the easements for their intended purposes, as set forth herein;
- (3) that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;
- (4) that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;
- (5) that, unless otherwise provided, no interest granted shall give the Government any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and
- (6) to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the then owner of the Property.

D. Government reserves mineral rights that Government owns with the right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the Property.

TO HAVE AND TO HOLD the Property unto the Grantee and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity, as follows:

III. "AS IS, WHERE IS"

The Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated herein, by the Government as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Government to make any alterations, repairs, or additions, and said Government shall not be liable for any latent or patent defects in the Property. This section shall not affect the Government's responsibility under **CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION** herein.

IV. FEDERAL FACILITIES AGREEMENT (FFA)

The Government and Grantor acknowledge that former Fort Ord has been identified as a National Priority List (NPL) Site under CERCLA. The Grantee acknowledges that the Government or the Grantor has provided it with a copy of the FFA entered into by the EPA Region IX, the State of California, and the United States Department of the Army, effective on February 1990, and will provide the Grantee (if and when received by the Grantor from the Government or FORA) with a copy of any amendments thereto. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this Property transfer including the DDA, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the Property transfer, the Government and the Grantor assume no liability to the Grantee, should implementation of the FFA interfere with their use of the Property. The Grantee, or any subsequent transferee, shall have no claim on account of any such interference against the Government, Redevelopment Agency, Grantor or any officer, agent, employee or contractor of either the Government, Redevelopment Agency, or Grantor. Government agrees to use its best efforts to ensure that any amendment to the FFA will not be inconsistent or incompatible with the Grantee's use of the property.

V. NOTICE OF HAZARDOUS SUBSTANCE STORAGE

The Government hereby notifies the Grantee of the former storage release, or disposal of hazardous substances on the Property. The items typically stored on the Property are listed in Table 4 of the Finding of Suitability for Transfer ("FOST") which is attached to the USA Deed as Exhibit "C". The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. This notice is given pursuant to CERCLA and no additional action is necessary under CERCLA to protect human health and the environment.

VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. § 9601 et seq., the FOST, and an environmental baseline survey ("EBS") known as Community Environmental Response Facilitation Act report, which is referenced in the FOST, sets forth the environmental condition of the

Property. The FOST sets forth the basis for the Government's determination that the Property is suitable for transfer. The Grantee is hereby made aware of the notifications contained in the EBS and the FOST. The Grantee has inspected the Property and accepts the physical condition and current level of known environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use. The Government represents that the Property is environmentally suitable for transfer to Grantee for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to Grantee, there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to Government's activities, ownership, use, presence on, or occupation of the Property, or the activities of Government's contractors and/or agents. Grantee, its successors and assigns, as consideration for the conveyance, agrees to release Government, FORA, the Redevelopment Agency and the Grantor from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such hazardous substance was placed on the Property by the Grantee, or its agents or contractors, after the conveyance to the Grantee.

B. Pursuant to Section 120(h)(3) of CERCLA, the Government hereby notifies the Grantee, its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property.

(1) The Government hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property.

(2) The Government hereby covenants that all corrective, remedial and response actions necessary to protect human health and the environment with respect to any hazardous substances placed on the Property by the Government and remaining on the Property after the date of transfer shall be conducted by the Government.

C. The CERCLA warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a "potentially responsible party," as defined under CERCLA Section 107(a)(2)-(4) with respect to such hazardous substances.

D. Nothing in this Section is intended to, nor shall it be construed to alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section 120(h) of CERCLA, 42 U.S.C. § 9620(h).

E. The Government, Redevelopment Agency, Grantor, EPA, and the Department of Toxic Substances Control, and their officers, agents, employees, contractors, and subcontractors will have the right, upon reasonable notice to the Grantee, to enter upon the Property in any case in which a response or corrective action is found to be necessary, after the date of transfer of the Property, or such access is necessary to carry out a response action or corrective action on adjoining property, at no cost to the Government, Redevelopment Agency, or Grantor, including, without limitation, the following activities:

(1) to conduct investigations and surveys, including where necessary, drilling, soil and water sampling, test-pitting, and other activities related to the Fort Ord Installation Restoration Program (IRP), Ordnance and Explosives (OE) program, or FFA;

(2) to inspect field activities of the Army and its contractors and subcontractors with regards to implementing the Fort Ord IRP, OE program, or FFA;

(3) to conduct any test or survey related to the implementation of the IRP by the EPA or the DTSC relating to the implementation of the FFA or environmental conditions at Fort Ord or to verify any data submitted to the EPA or the DTSC by the Government relating to such conditions; and

(4) to construct, operate, maintain or undertake any other investigation, corrective measure, response, or remedial action as required or necessary under any Fort Ord FFA, Record of Decision (ROD), IRP or OE program requirement, including, but not limited to monitoring wells, pumping wells, and treatment facilities.

F. In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Government, Redevelopment Agency or Grantor shall give the Grantee, or the then record owner, reasonable prior notice. Grantee agrees that, notwithstanding any other provisions of the Deed, the Government, Redevelopment Agency and the Grantor assume no liability to the Grantee, its successors or assigns, or any other person, should remediation of the Property interfere with the use of the Property. The Grantee shall not, through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Government under this paragraph. The Grantee, the then record owner, and any other person shall have no claim against the Government, the Redevelopment Agency or the Grantor or any of their officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

G. Without the express written consent of the Government, Redevelopment Agency or Grantor in each case first obtained, neither the Grantee, its successors or assigns, nor any other person or entity acting for or on behalf of the Grantee, its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Government, Redevelopment Agency or Grantor or interrupt, relocate, or otherwise interfere with any remediation system now or in the future located, over, through, or across any portion of the Property.

H. This notice is provided pursuant to CERCLA 120(h)(1) and (3). A pump-and-treat groundwater remediation system for Operable Unit (OU) 2 is in place and shown to be operating effectively. Drilling of water wells or use or access to groundwater beneath the Property is prohibited. A Covenant to Restrict Use of Property ("CRUP") within the "Groundwater Protection Zone" has been established between the Government, DTSC and the California Regional Water Quality Control Board, Central Coast Region, recorded in the Official Records of the County of Monterey, California on September 22, 2003, Series Number 2003115235.

VII. INDEMNITY

The Government recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as required and limited by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VIII. OMITTED

IX. OMITTED

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The Grantee is hereby informed and does acknowledge that pesticides may be present on the Property. To the best of Government's knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the

Government was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

“No person (including the Government or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance.”

B. Upon request, the Government agrees to furnish to the Grantee any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the Grantee with applicable laws and regulations related to the use of pesticides.

C. The Grantee covenants and agrees that its possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes.

XI. OMITTED

XII. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

A. The groundwater beneath portions of the property is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). The maximum TCE concentration in the groundwater beneath Parcel E2b.1.3, is 280 micrograms per liter (September 2001) as measured in the groundwater extraction Well EW-12-02-180M. The maximum concentrations of the chemicals of concern (associated with the 0U2 and Sites 2/12 groundwater plumes) detected in the groundwater monitoring wells on the Property (September 2001) are listed below. The quantity released of these compounds is unknown. The 0U2 and Sites 2/12 groundwater aquifer cleanup levels (ACLs), presented in the 0U2 and Basewide Remedial Investigation Sites Record of Decision (RODs), are provided for comparison.

**Chemicals of Concern In Groundwater
(OU 2, Sites 2/12, and Carbon Tetrachloride Plume)
And Aquifer Cleanup Levels**

Chemical Name	Regulatory Synonym	CASRN*	RCRA Waste Number	Concentrations (:g/L)	ACL
Benzene	Benzol	71432	U019	4.7	1.0
Carbon Tetrachloride	Methane, tetrachloro-	56235	U211	6.4	0.5
Chloroform	Methane, trichloro	67663	U044	5.6	2.0
1,1-Dichloroethane	Ethane, 1,1-dichloro	75343	U076	48	5.0
1,2-Dichloroethane	Ethane, 1,2-dichloro	107062	U077	6.7	0.5
1,1 Dichloroethene	Ethene, 1,2-dichloro(E)	75354	U078	3.3	6.0
Cis-1,2-Dichloroethene	Ethene, 1,2-dichloro(E)	156605	U079	130	6.0
1,2 Dichloropropane	Propane, 1,2-dichloro	78875	U083	1.7	1.0
Total 1,3-Dichloropropane	Propene, 1,3-dichloro	542756	---	ND	0.5
Methylene Chloride	Methane, dichloro-	75092	U080	110	5.0
Tetrachloroethene	Ethene, tetrachloro-	127184	U210	23	3.0
Trichloroethene	Ethene, trichloro-	79016	U228	280	5.0
Vinyl chloride	Ethene, chloro-	75014	U043	1.3	0.1

*Chemical Abstract Services Registry Number

B. A recorded CRUP within the "Groundwater Protection Zone" has been established between the Government, DTSC, and the California Regional Water Quality Control Board, Central Coast Region.

C. The Grantee covenants for itself, its successors, and assigns not to: access or use groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of CERCLA. The Grantee, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable by the parties identified in Section XII.D.

D. The restrictions and conditions stated in Section C benefit the public in general and the territory surrounding the property, including lands retained by the Government and Grantor, and, therefore, are enforceable by the Government, Grantor and the State of California. The Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in Section B in all subsequent lease, transfer or conveyance documents relating to the Property subject hereto.

E. The Government and its representatives shall, for all time, have access to the Property for the purpose of installing and/or removing groundwater monitoring wells, and to perform continued monitoring of groundwater conditions, allowing chemical and/or physical testing of wells to evaluate water quality and/or aquifer characteristics. The Property owner shall allow ingress and egress of all equipment necessary to accomplish the same.

XIII. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES

A. Ordnance and explosives (OE) investigations indicate that it is not likely that OE is located within the Property. However, there is a potential for OE to be present because OE was used throughout the history of Fort Ord. In the event the Grantee, its successors, and assigns, should discover any ordnance on the Property, they shall not attempt to remove or destroy it, but shall immediately complete Section A of the Ordnance and Explosives Incident Reporting Form, fax the form to the Presidio of Monterey Police Department at (831) 242-7740 and notify the Presidio of Monterey Police Department via telephone at (831) 242-7851 and competent Government or Government-designated explosive ordnance personnel will promptly be dispatched to dispose of such ordnance at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet and the Ordnance and Explosives Incident Reporting Form.

B. In addition, the Army offers OE familiarization training to anyone conducting ground disturbance activities (digging holes, excavating trenches, repairing underground utilities, etc.) at the former Fort Ord. The OE Safety Specialist conducts a thirty-minute training session. This training session includes a lecture on what OE might be found, the procedure to follow if something is found and "Safety Alert" brochures are also distributed. To schedule this training, please contact the Directorate of Environmental and Natural Resources at (831) 242-7919.

C. The Government reserves the right to conduct any remedial action and/or investigation that the Army is responsible for, as required or necessary as a result of the ongoing OE Remedial Investigation/Feasibility Study.

XIV. OMITTED

XV. ENDANGERED SPECIES

The Grantee, its successors or assigns shall comply with the requirements, if any and if applicable, of the Fort Ord Installation-Wide Multi-species Habitat Management Plan (“HMP”) for Former Fort Ord, California.

A. The Property is within HMP Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Property.

C. The HMP does not exempt the Grantee from complying with environmental regulations enforced by Federal, State, or local agencies. These regulations could include obtaining the Endangered Species Act (“ESA”) (16 U.S.C. § 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (“USFWS”); complying with prohibitions against the taking of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on Federal lands or the destruction of listed plants in violation of any State laws; complying with measures for conservation of State- listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (“DFG”) under the California ESA, or California Environmental Quality Act (“CEQA”); and complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize the incidental taking of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize the incidental taking of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all non federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental taking permits for the species covered in the HMP. The definition of “take” under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental taking authorization would be in violation of the ESA if any of their actions resulted in the taking of a listed animal species. To apply for a Section 10(a)(1)(B) incidental taking permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

G. The Grantee acknowledges that it has read the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

XVI. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield, now known as the Marina Municipal Airport, are in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XVII. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of Part A of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments including the Redevelopment Agency, the City of Marina, and the lands retained by Grantor, the Government, the Redevelopment Agency and, therefore, are enforceable, by resort to specific performance or legal process by Grantor, the United States, the State of California, the local governments including the Redevelopment Agency and the City of Marina, and FORA, and their successors and assigns. Enforcement of Part A of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under Part A of this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under Part A of this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in Part A of this Deed against the Grantee, or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such Grantee, its successors or assigns, and only with respect to matters occurring during the period of time such Grantee, its successors or assigns, owned or occupied such Property or any portion thereof.

B. The Grantee, its successors or assigns, shall neither transfer the Property, nor any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Part A of this Deed: Exclusions and Reservations, Federal Facilities Agreement (FFA); CERCLA Covenants, Notice, and Environmental Remediation; Notice of the Presence of Asbestos and Covenant; Lead-Based Paint Warning and Covenant; Notice of Hazardous Substance Storage; Notice of the Potential for the Presence of Pesticides and Covenant; Notice of the Potential for the Presence of Polychlorinated Biphenyls (PCBs); Notice of the Presence of Contaminated Groundwater; Notice of the Potential for the Presence of Ordnance and Explosives; Endangered Species, and Air Navigation Reservation and Restrictions, Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this section upon the successors or assigns of Grantee shall only extend to the Property conveyed to any such successor or assign.

PART B. REDEVELOPMENT AGENCY PROVISIONS

A. Not Subject to DDA.

The Property was first conveyed to Grantee by FORA, and then by Grantee to Redevelopment Agency before being conveyed to Grantor as subject to the DDA. Grantee is not required to comply with any of the terms and conditions of the DDA as to the property which is the subject of this Quitclaim Deed.

B. Non-Discrimination.

The Grantee covenants and agrees for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

All deeds, leases or contracts made relative to the Property and the Improvements thereon or any part thereof, shall contain or be subject to substantially the following nondiscrimination clauses:

(1) In deeds: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through the Grantee, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee, or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or

enjoyment of the land, nor shall the transferee, or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land.”

C. Enforcement.

The covenant of non-discrimination contained in subsection B of this Part B of this Quitclaim Deed shall remain in effect in perpetuity, without regard to technical classification or designation, legal or otherwise, specifically provided in this Quitclaim Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Grantor to the Property and improvements or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach.

XIX. OTHER CONDITIONS

Should the Property be considered for the proposed acquisition and construction of school properties utilizing State funding, at any time in the future, a separate environmental review process in compliance with the California Education Code Section 17210 et seq., will need to be conducted and approved by DTSC.

XX. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee covenants for itself, its successors and assigns, that the Grantee, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). The Government and the Grantor shall be deemed beneficiaries of this covenant without regard to whether it remains the owner of any land or interest therein in the vicinity of the Property hereby conveyed, and shall have the sole rights to enforce this covenant in any court of competent jurisdiction.

The responsibilities and obligations placed upon, and the benefits provided to, the Grantee by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are released pursuant to the provisions set forth in the MOA and the Government deed. Grantee and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by Grantee or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

General Provisions:

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. No Forfeiture. Nothing contained in Part A of this Deed will result in a forfeiture or reversion of title in any respect.

D. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. Right to Perform. Any right which is exercisable by the Grantee, and its successors and assigns, to perform under this Deed may also be performed, in the event of non- performance by the Grantee, or its successors and assigns, by a lender of the Grantee and its successors and assigns.

F. Counterparts. This Deed may be in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

G. Grantee Acknowledgement. Grantee acknowledges that the representations, warranties, covenants and/or obligations of the Government, FORA and/or the Redevelopment Agency set forth herein do not constitute the representations, warranties, covenants and/or obligations of Marina Community Partners, LLC.

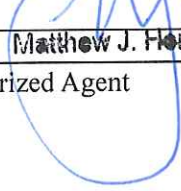
The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the Grantor, and all references in this Deed to Grantor shall include its successors in interest. The Grantor may agree to waive, eliminate, or reduce the obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the Grantor or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

IN WITNESS WHEREOF, the Grantor, MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company, has caused these presents to be executed this ~~18~~²⁶ day of August, 2020.

MARINA COMMUNITY PARTNERS, LLC, a Delaware limited liability company

By: SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, Its managing member

By: 
Name: Donald A. Hofer
Title: Authorized Agent

By: 
Name: Matthew J. Henry
Title: Authorized Agent

ACCEPTANCE:

IN WITNESS WHEREOF, the Grantee, TRANSPORTATION AGENCY FOR MONTEREY COUNTY, hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions and terms contained therein and has caused these presents to be executed on this ____ day of August, 2020.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Name: _____
Its: _____

EXHIBIT A
Legal Description of the Property

Real property in the City of Marina , County of Monterey, State of California, described as follows:

LOT 34, OF PARCEL MAP FILED NOVEMBER 1, 2012 IN VOLUME 23 OF PARCEL MAPS, PAGE 27, MONTEREY COUNTY RECORDS.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Alameda)

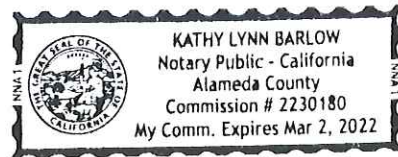
On Aug 20, 2020 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and Matthew J Henry

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S): _____
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by <<!!Table Field EONAME Not Found!!>> 11/2007

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me _____,

Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public (Seal)



Memorandum

To: Board of Directors
From: Michael Zeller, Principal Transportation Planner
Meeting Date: September 23, 2020
Subject: Associated Right of Way Services - Contract Amendment #1

RECOMMENDED ACTION:

Monterey County Rail Project - Associated Right of Way Services, Inc. Contract Amendment #1:

1. **APPROVE** and **AUTHORIZE** the Executive Director to execute contract amendment #1 with Associated Right of Way Services, Inc., subject to approval by Agency Counsel, to increase the budget for right of way acquisition services for the Monterey County Rail Extension project by \$11,500 for a new total contract budget of \$95,400;
2. **AUTHORIZE** the use of state funds budgeted to this project;
3. **FIND** that this amendment is justified as a sole source due to the efficiencies that support award to the existing consultant as a logical follow-on to work already in progress under a competitively awarded contract; 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:

Agency staff is seeking to increase the budget on the competitively-awarded contract with Associated Right of Way Services, Inc. to allow for appraisal and negotiation services on a Union Pacific-owned parcel potentially needed for the Monterey County Rail Extension, as well as relocation services on one Agency-owned property.

FINANCIAL IMPACT:

This proposed amendment would add \$11,500 to increase the not-to-exceed amount to \$95,400, a 13.7% increase. The Monterey County Rail Extension project budget includes funding for property acquisition. Staff proposes to use allocated Traffic Congestion Relief Program funds for this work. Including funding already expended for Package 1, the right-of-way acquisition phase is estimated to cost \$15.5 million.

DISCUSSION:

The Transportation Agency for Monterey County, as the local lead agency, grantee agency and owner of the Monterey County Rail Extension project, is proposing to extend passenger rail service from Santa Clara County south to Salinas. The service will start with two daily round trips, expanding to up to six round trips as demand warrants. The project provides an alternative to the highly congested US 101 corridor to access to jobs, education, and health care, and improves interregional transportation and air quality. It also promotes mixed-use, transit-oriented development, affordable housing, livable communities and economic growth around the station.

At its May 2018 meeting, the Transportation Agency Board approved a contract with Associated Right of Way Services, Inc. after a competitive solicitation to provide right-of-way acquisition assistance for the Monterey County Rail Extension Kick-Start project - Package 2, which includes layover facility and track improvements. Since August

2019, Associated Right of Way Services in coordination with Agency staff have been negotiating with the property owners near the Salinas Rail Station to purchase properties for the project. In total, there are six properties that are the subject of acquisition for this phase of the Kick Start project, and in December 2019 the Transportation Agency Board approved Resolutions of Necessity for five of the properties.

The remaining property to potentially be acquired is owned by Union Pacific Railroad. This property was left for a later negotiating phase as Union Pacific indicated that they would not be ready to negotiate or allow the property to be appraised until the Agency had prepared its final designs for the portion of the project that includes their property. The Agency recently contracted with HDR Engineering to complete the final designs, and the Agency is ready to engage with Union Pacific on the potential acquisition of their property. The proposed contract amendment #1 with Associated Right of Way Services, Inc. would increase the budget to cover appraisal, review appraisal, and negotiation work with Union Pacific.

In addition, the Agency requires relocation services for one property already owned by the Agency at 20 New Street. This property was purchased by the Agency in 2011 with a tenant, Marina Concrete, already possessing a lease. Since that time, the Agency has extended the lease with Marina Concrete to continue using the property while it was not yet needed for the Monterey County Rail Extension project, but with the provision that the Agency would terminate the lease and provide relocation assistance when the project neared construction. The Agency is now ready to begin this process, and the proposed contract amendment #1 with Associated Right of Way Services, Inc. updates their scope of work and budget to complete this work as a logical follow-on to work already in progress under a competitively bid contract.

ATTACHMENTS:

- ▣ ARWS Contract Amendment #1

AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
ASSOCIATED RIGHT OF WAY SERVICES, INC.

THIS AMENDMENT NO. 1 to the agreement dated May 23, 2018, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and Associated Right of Way Services, Inc., hereinafter referred to as "Consultant," is hereby entered into between TAMC and the Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services relating to property acquisition and relocation on May 23, 2018, hereinafter referred to as "Agreement;"
- B. **WHEREAS**, TAMC has identified additional relocation assistance needs for one business located on an Agency-owned property located at 20 New Street;
- C. **WHEREAS**, TAMC and Consultant desire to modify the Scope of Work included in the Agreement to add this relocation assistance task as a logical follow-on to work already in progress under a competitively awarded contract;
- D. **WHEREAS**, TAMC also requires appraisal and acquisition negotiation services to potentially acquire a portion of a property owned by Union Pacific Railroad for Package 2 of the Salinas Rail Extension project, which was included in the Agreement but has taken longer than anticipated;
- E. **WHEREAS**, TAMC and Consultant desire to increase the budget as stated in the Consultant Agreement in order to complete the relocation, appraisal and acquisition work identified above.

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

1. SCOPE OF WORK

The Scope of Work attached to the Agreement as Exhibit A is hereby replaced with the Scope of Work designated Exhibit A-1 dated September 23, 2020 and shall be effective upon execution. Exhibit A-1 is attached hereto as Exhibit A-1.

2. TOTAL COMPENSATION

The total compensation to be paid pursuant to this Agreement as amended shall be increased by ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500) and the total not to exceed amount as amended is NINETY-FIVE THOUSAND FOUR HUNDRED DOLLARS

(\$95,400). Paragraph 3 of the Agreement is hereby amended to reflect the new not to exceed amount.

The Budget attached to the Agreement as Exhibit B is hereby replaced with the Budget designated Exhibit B-1 dated September 23, 2020 and shall be effective upon execution. Exhibit B-1 is attached hereto as Exhibit B-1.

3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement remain in full effect.

An executed copy of this Amendment No. 1 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 to the Agreement with ASSOCIATED RIGHT OF WAY SERVICES, INC.

Transportation Agency for Monterey
County

[CONSULTANT]

By: _____
Debra L. Hale
Executive Director

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

By: _____
Name: _____
Title: _____

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers (e.g., (1) chairperson of the board, the president or any vice president and (2) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer). If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

EXHIBIT A-1
SCOPE OF WORK
AS AMENDED SEPTEMBER 23, 2020
Revisions noted in red

The Transportation Agency may require the appraisal and partial acquisition of the following properties for Package 2 of the Salinas Rail Extension Kick-Start project:

Address	Parcel	Appraisal & Acquisition
New St / UPRR	002-021-014	Partial / Fee / Permanent
21 New St	002-021-009	Partial / Fee / Permanent
320 W Market St	002-021-008	Partial / Fee / Permanent
330 W Market St	002-021-007	Partial / Fee / Permanent
346 W Market St	002-021-006	Partial / Fee / Permanent
356 W Market St	002-021-005	Partial / Fee / Permanent

In addition, the Transportation Agency will require the following services for properties the Agency already has possession:

Address	Parcel	Scope of Work
20 New St	002-021-033	Appraisal, Relocation Assistance

The real estate acquisition consultant shall provide right-of-way negotiation services for up to six parcels or portions thereof. The consultant shall provide the acquisition agent services necessary to complete the property purchases, including relocation assistance, with each property owner to negotiate an equitable right-of-way agreement. For those parcels where agreement is reached, the consultant shall secure title reports (as part of Agency's escrow costs), prepare grant deeds, prepare escrow instructions, and coordinate with the Agency to assure close of escrow and payment to owner. If necessary, the consultant shall provide data in support of filing of eminent domain action, including diaries for individual parcels. Other parties under separate contract with the Agency will conduct legal services and engineering services (including hazardous materials investigations).

The consultant shall also be able to provide right-of-way appraisal services, which may include one or more parcels and sub-parcels, and which may be properties requiring dual appraisals. Where dual appraisals, FF&E appraisals and or specialty appraisals are required, the Agency will provide the other appraisal by others. The consultant shall provide complete appraisals. Appraisals shall conform to the standards prescribed by the Federal and State Uniform Relocation Assistance and Real Property Acquisition Policies Acts, the Federal Transit Administration or Federal Highway Administration procedures, and Caltrans procedures. The consultant(s) shall coordinate with TAMC's review appraiser and TAMC's legal advisors and incorporate comments into appraisals, as necessary.

The real estate consultant will provide oversight to include continuous review and evaluation of the process to ensure compliance with statutory and regulatory requirements including the

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Uniform Act), 49 CFR Part 24 (the Regulations by which all Federal projects must follow), applicable Federal Transit Administration Circulars, State of California Department of Transportation Right of Way Manual, and all other State and federal standards for right-of-way acquisition for transportation, transit, and/or rail projects using federal funds.

1. Once given a notice to proceed, the consultant shall review all documents and materials provided by TAMC related to the existing and on-going property negotiations.
2. Within 30 days consultant shall prepare an acquisition plan and schedule (utilizing MS Project) for conducting the property purchases in sufficient detail to show the individual steps. Consultant shall provide written monthly reports on the status of purchase for all the parcels, as well as verbal updates as necessary, to TAMC staff.
3. The consultant is to identify all interests, including any subordinate interests, which may be adverse to the Agency's proposed use of the properties for the Salinas Rail Extension project. Interests to be acquired or cleared include, but may not be limited to, the fee, lease interests exceeding thirty (30) days, occupants, advertising structures, easements inconsistent with the Agency's use and subordinate interests; e.g., deeds of trust, bonds, etc.
4. The consultant is to prepare Purchase Agreements, Grant and Easement Deeds, and Certification of Tenants and other pertinent documents for each property to be acquired. If non-residential lessees or tenants are in occupancy, the consultant is to prepare Offset Statements. If owner occupied, the consultant is to prepare a certification of occupancy. All documents will be approved by the Agency.
5. The consultant is to perform all acquisition duties up to and including close of escrow or recordation of Final Order of Condemnation, and receipt of policy of title insurance.
6. Consultant shall provide relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 et seq.; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable. This includes informing displaced property owners of available relocation assistance services and benefits, and explaining relocation process; assisting in locating suitable replacement properties and provides written referrals to same, as appropriate; and determining eligibility for and proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments, or fixed payments.
7. The consultant shall conduct appraisals in accordance with Caltrans standards, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and appropriate Uniform

Standards of Professional Appraisal Practice (USPAP) guidelines. The work shall begin upon notice to proceed and be completed within 30 days of receipt of the preliminary title report and hazardous materials assessment provided by TAMC.

8. Per Federal and State regulations (Uniform Act), qualified reviewing appraisers shall examine all appraisals to assure that they meet applicable appraisal requirements and the consultant shall make all necessary corrections or revisions. The consultant shall ensure the appraisals meet all Federal and State regulations.
9. Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
10. Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
11. Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

EXHIBIT B-1
BUDGET
AS AMENDED SEPTEMBER 23, 2020

Task	Budget	Amendment	Revised Budget
Project Coordination	\$18,100		\$18,100
Appraisal	\$30,000	\$7,500	\$37,500
Acquisition & Relocation	\$28,000	\$2,500	\$30,500
Right of Way Certification	\$3,000		\$3,000
Review Appraisal	\$4,800	\$1,500	\$6,300
Total Budget	\$83,900	\$11,500	\$95,400

Payment Terms:

1. Appraisals and appraisal reviews to be billed lump sum. All other services to be billed on an hourly basis.
2. Appraisal - Payment of appraisal costs will be by parcel upon receipt by TAMC of a completed and Review Appraiser verified acquisition appraisal report that is approved by TAMC.
3. Acquisition & Escrow - Payment of acquisition costs will be based on the percentage of work completed by parcel for a given month, as described in the consultant's written monthly progress report submitted to TAMC. Escrow costs will be paid by TAMC at close of escrow.



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: September 23, 2020
Subject: **Committee Meeting Minutes**

RECOMMENDED ACTION:

ACCEPT draft minutes of the Transportation Agency Committees:

- Executive Committee - draft minutes of September 2, 2020
- Rail Policy Committee - no meeting this month
- [Bicycle and Pedestrian Facilities Advisory Committee](#) - draft minutes of September 2, 2020
- [Technical Advisory Committee](#) - draft minutes of September 3, 2020
- [Excellent Transportation Oversight Committee](#) - no meeting this month

ATTACHMENTS:

- Executive Committee draft minutes of September 2, 2020

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, September 2, 2020

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

ZOOM REMOTE VIDEO/PHONE CONFERENCE ONLY

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

TC: via teleconference; VC: via Zoom video conference

1. **CALL TO ORDER:** Vice Chair Smith called the meeting to order at 9:05 a.m. Roll call was taken, and a quorum was confirmed, with five members in attendance (as noted above). Chair Alejo arrived after the vote on the consent agenda.

Staff present: Goel, Hale, Johnsen, Muck, Rodriguez, Burke-Vasquez, Watson, and Zeller.
Others present: Agency Counsel Kay Reimann; Gus Khouri, Legislative Analyst; County Counsel Katherine Hansen and John Olejnik of Caltrans.

2. **PUBLIC COMMENTS:**

None this month.

3. **CONSENT AGENDA:**

M/S/C Lopez/ Adams/unanimous

On a motion by Committee Member Lopez and seconded by Committee Member Adams, the committee voted 5-0 to approve the minutes from the Executive Committee meeting of August 5, 2020.

4. **CLOSED SESSION**

The Committee held a closed session regarding Public Employee Performance Evaluation pursuant to Government Code Section §54957 – Position: Executive Director.

RECONVENED

Chair Alejo reconvened in open session and Agency Counsel Reimann announced that there was no reportable action taken.

5. **LEGISLATIVE UPDATE**

M/S/C LeBarre/Smith/unanimous

On a motion by Committee Member LeBarre, seconded by Committee Member Smith, the committee voted 6-0 to receive an update on state and federal legislative activities and adopt positions on legislation on behalf of the Board of Directors as follows:

- SB 146 (Beall) provides exemptions to in-person meeting requirements of Brown Act for transportation plan hearings – “support”; and
- SB 1351 (Beall) creates a transportation improvement fee account for bonding for state highway projects and was amended to exclude competitive program funds – change from “oppose unless amended” to “watch”.

Gus Khouri, Agency legislative consultant, reported that he is monitoring the implementation of the Governor’s Transportation Action Plan which focuses investments on reducing greenhouse gas emissions, and noted he is not sure if the Governor will call a special legislative session regarding the lack budget after the regular

session ends, due to the lack of new federal funding. Mr. Khouri reported that SB 1231, the TAMC-sponsored Route 156 salamander legislation, was approved by the Assembly and now awaits the Governor's signature.

Committee member LeBarre asked if under the Governor's Transportation Action Plan road funding could be redirected to projects such as rail service. Mr. Khouri responded that there are a couple competitive grant programs that fund rail projects now, but that voters have repeatedly approved restrictions on gas tax revenues being diverted away from road improvements.

6. TAMC DRAFT AGENDA

Deputy Executive Director Muck reviewed the draft regular and consent agenda for the TAMC Board meeting of September 23, 2020. After Executive Committee discussion, the following are some of the items will be considered on the regular agenda:

- MST Contactless Fare Payment Demo Program
- Go831 Smart Commute Challenge
- Closed session: Executive Director Evaluation – moved to the end of the agenda

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

- Federal Loan Actions for Monterey-Salinas Transit
- Monterey-Salinas Transit State of Good Repair Funds
- Legislative Update
- Fort Ord Dunes State Park Easement
- RideAmigos Contract Extension
- Quitclaim Deed from Marina Community Partners
- Associated Right of Way Services - Contract Amendment #1

7. ANNOUNCEMENTS

None this month.

8. ADJOURNMENT

Chair Alejo adjourned the meeting at 10:04 a.m.



Memorandum

To: Board of Directors
From: Elouise Rodriguez, Senior Administrative Assistant and Clerk of the Board
Meeting Date: September 23, 2020
Subject: Correspondence

RECOMMENDED ACTION:

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

ATTACHMENTS:

- Michael Salerno Public comments

WEB ATTACHMENTS:

- [August 5, 2020 letter to Assembly Transportation Committee Chair Frazier, re: B 1459 \(Caballero\): State highways: relinquishment: State Route 183–SUPPORT](#)
- [August 5, 2020 letter to Assembly Natural Resources Committee Chair Friedman, re: SB 288\(Wiener\): California Environmental Quality Act: exemptions: transportation-related projects–SUPPORT](#)
- [August 7, 2020 letter to Mitch Weiss, California Transportation Commission Executive Director, re: support for City of Salinas Alisal Safe Routes to School Project](#)
- [August 7, 2020 letter to Darwin Moosavi, Deputy Secretary, Environmental Policy and Housing Coordination, re: Comments on the Draft Executive Order N 19 19 Investment Strategies](#)
- [August 11, 2020 letter from the Central Coast Coalition to Darwin Moosavi, Deputy Secretary, Environmental Policy and Housing Coordination, re: Comments on the Draft Executive Order N 19 19 Investment Strategies](#)
- [August 13, 2020 letter to Stephanie Russell, re: 2-Lane Road Coming In/Out of the Monterey Peninsula](#)
- [August 18, 2020 letter to Virginia Jameson, Program Manager, Department of Conservation, re: Support for Sustainable Agricultural Lands Program Grant Funding Request for County of Monterey Community Climate Action and Adaptation Plan](#)
- [August 25, 2020 letter to Governor Newsom, re: SB 1291 \(Committee on Transportation\): Federal Statewide Transportation Improvement Program: Submissions - Request for Signature](#)
- [August 31, 2020 letter to Dino Pick, Del Rey Oaks City Manager, re: Conditional Use Permit for Del Rey Oaks Garden Center](#)
- [August 31, 2020 Governing Article: Rural California Transit Agency Reinvents Itself During COVID](#)
- [September 3, 2020 letter to Governor Newsom, re: SB 146 \(Beall\): Regional Transportation Plans: Sustainable Communities Strategies: procedural requirements – Request for Signature](#)
- [September 3, 2020 letter to Governor Newsom, re: SB 1459 \(Caballero\): State highways: relinquishment: State Route 183 – Request for Signature](#)
- [September 3, 2020 letter to Governor Newsom, re: SB 288 \(Wiener\): California Environmental Quality Act: exemptions: transportation-related projects – Request for Signature](#)
- [September 3, 2020 letter to Todd Clark, Museum of Handcar Technology LLC, re: Monterey Branch Line Short-Term](#)

[Real Property Lease Agreement Close-Out](#)

- [September 9, 2020 letter to Michelle Overmeyer, Monterey-Salinas Transit, re: Comments on the Notice of Preparation for the SURF! Busway and Bus Rapid Transit Project](#)
- [September 10, 2020 letter to Rob Mullane, City of Pacific Grove, re: Comments on the Draft Environmental Impact Report for the American Tin Cannery Hotel and Commercial Project](#)

Letters to Governor Newsom asking for his signature on Senate Bill 1231 (Monning): Endangered species: take: Santa Cruz long-toed salamander:

- [TAMC \(Sponsor\)](#)
- [AMBAG](#)
- [Carmel Chamber of Commerce](#)
- [CHISPA](#)
- [City of Carmel-by-the-Sea](#)
- [City of Del Rey Oaks](#)
- [City of King](#)
- [City of Monterey](#)
- [City of Pacific Grove](#)
- [City of Salinas](#)
- [City of Sand City](#)
- [City of Seaside](#)
- [County of Monterey](#)
- [Landwatch Monterey County](#)
- [Monterey Bay Central Labor Council](#)
- [Monterey Bay Economic Partnership](#)
- [Monterey County Farm Bureau](#)
- [Monterey County Hospitality Association](#)
- [Monterey-Salinas Transit](#)
- [North County Fire Protection District](#)
- [North County Recreation & Park District](#)
- [Oak Hills Neighborhood Association](#)
- [Pacific Grove Chamber of Commerce](#)
- [Salinas Valley Chamber of Commerce](#)

Letters to Caltrans Chief, Office of Active Transportation and Special Program:

- [August 24, 2020 letter re: Support for Monterey County's New Class II Bike Lane Safety Improvements Project in Carmel Valley](#)
- [August 24, 2020 letter re: Support for Monterey County's Community and School Connections through Active Transportation for the Community of San Lucas](#)
- [August 24, 2020 letter re: Support for Monterey County's Community and School Connections through Active Transportation for the Community of Chualar](#)
- [August 24, 2020 letter re: Support for Monterey County's Community and School Connections through Active Transportation for the Community of San Ardo](#)
- [August 24, 2020 letter re: Support for Monterey County's Community and School Connections through Active Transportation for Castroville](#)

September 14, 2020

Via Email

movermeyer@mst.org

Re: MST SURF! Busway and Bus Rapid Transit Project

Keep Fort Ord Wild (KFOW) submits the following comments relating to the Notice of Preparation. Comments apply to construction impacts and operational impacts.

- The EIR should disclose potential impacts to historical populations of Smiths Blue Butterfly and its habitat. Specifically, but not limited to the Northern and Southern edges of Fort Ord Dunes State Park. The EIR should also fully disclose any activities that would result in the removal of essential host plants for the Smiths Blue Butterfly.
- The EIR should disclose potential impacts to historical populations of the Black Legless Lizard and its habitat. Specifically, but not limited to the Southern portion Fort Ord Dunes State Park.
- The EIR should disclose potential impacts to historical populations of Coast Wallflower. Specifically, but not limited to the Southern portion Fort Ord Dunes State Park.
- The EIR should disclose potential impacts and disturbance to Plant Reserve #10 near the Southern end for Fort Ord Dunes State Park. This should include physical impacts such as grading and earth moving in addition to noise, vibration, and dust etc. that would impact the Reserve and the endangered species there.
- The EIR should disclose the boundaries of Plant Reserve #10 and if the Reserve will be impacted by the busway construction in any way.
- KFOW is informed the busway will be six linear miles long by 30 feet wide. The EIR should disclose the amount of non-permeable surface created by the project in acres.
- KFOW and its members are familiar with the setting of the TAMC right-of-way through Fort Ord Dunes State Park. KFOW has observed hundreds of pine and cypress trees in TAMC right-of-way. Many would need to need to be removed for the project. The EIR should include a full inventory of trees to be removed for the project including the area of the proposed bus station. KFOW and its members have also observed nesting raptors in the trees in and near the TAMC right-of-way. Potential impacts to any raptor populations should be fully disclosed in the EIR.

- The EIR should disclose the potential future impact of using the busway for “non-bus” or other regular vehicle traffic. In other words, the EIR should disclose the impact of the busway should it be used for regular vehicle traffic and not just buses.
- The EIR should fully disclose any water demand for the proposed bus station. Info should include water purveyor, availability of water, water agreements, etc.
- The EIR should disclose the types of buses, weights of buses and proposed speed limit for the busway. The EIR should also disclose a proposed schedule for bus traffic. In other words, will buses only operate during morning and evening commute hours or will buses operate all day?
- The EIR should disclose any areas where the project would infringe onto Fort Ord Dunes State Park land or buffer zones. This should also include temporary impacts during construction.
- The EIR should disclose and analyze incompatible land uses. For example, in some places, the busway is proposed to be only a few feet from the Monterey Bay Recreation Trail and is proposed to crossover in other places. Incompatible land use analysis should also take into consideration the proximity to Fort Ord Dunes State Park.

Alternatives:

Keep Fort Ord Wild (KFOW) suggests the following feasible alternatives to the two-lane busway described in the NOP and the 15% engineering drawings.

- To reduce grading, fill and impact to natural resources, the EIR should analyze a one-lane reversible busway in the TAMC right-of-way.
- To reduce grading, fill and impact to natural resources, the EIR should analyze a rail option using the existing and/or upgraded rail infrastructure (tracks) in the TAMC right-of-way. Until recently, rail was the preferred alternative in the corridor. A test in 1999 showed this is possible. KFOW doubts rail would be a feasible alternative *after* construction of a two-lane busway. It is also unlikely there would be two federal grants issued for two different transportation projects in the same corridor.
<https://www.flickr.com/photos/samreevesphoto/9983309355/in/photostream/>



Requests:

- 15% engineering drawings were released on September 11, 2020, only a few calendar days and one business day before scoping comments were due. The drawings contained 81 pages of dense information. KFOW requests a reasonable extension of the scoping period for KFOW and the public to better evaluate the information in the 15% engineering drawings.
- Keep Fort Ord Wild requests to be placed on the distribution list for all notices related to this project. Notices can be sent to msalerno3209@comcast.net and erickson@stamplaw.us

Keep Fort Ord Wild appreciates the opportunity to comment.

Sincerely,

Michael Salerno
Keep Fort Ord Wild