



San Bernardino Associated Governments

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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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AGENDA
Mountain/Desert Policy Committee

December 11, 2015

9:30 AM

Location

Town of Apple Valley

14975 Dale Evans Parkway, Apple Valley, CA 92307

Mountain/Desert Policy Committee Membership

Chair

*Robert Lovingood
Board of Supervisors*

*Julie McIntyre, Mayor
City of Barstow*

*Joel Klink, Mayor
City of Twentynine Palms*

Vice Chair

*Bill Jahn, Mayor Pro Tem
City of Big Bear Lake*

*Mike Leonard, Council Member
City of Hesperia*

*George Huntington, Mayor
Town of Yucca Valley*

*Rich Kerr, Mayor
City of Adelanto*

*Ed Paget, Mayor
City of Needles*

*James Ramos
Board of Supervisors*

*Curt Emick, Council Member
Town of Apple Valley*

*Ryan McEachron, Council Member
City of Victorville*

*Janice Rutherford
Board of Supervisors*

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies**

AGENDA

Mountain/Desert Policy Committee

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To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional “*Meeting Procedures*” and agenda explanations are attached to the end of this agenda.

CALL TO ORDER

(Meeting Chaired by Robert A. Lovingood)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Alicia Johnson

Possible Conflict of Interest Issues

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

1. Information Relative to Possible Conflict of Interest

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

This item is prepared for review by SANBAG Board and Committee members.

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Project Delivery

2. Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region with Security Paving Company, Inc. and Skanska USA Civil West.

Receive and file change order report.

Presenter: Garry Cohoe

This item is not scheduled for review by any other policy committee or technical advisory committee.

DISCUSSION ITEMS

Discussion - Administrative Matters

3. 2016 Mountain/Desert Policy Committee Meeting Schedule

That the Committee recommend the Board approve the 2016 Mountain/Desert Policy Committee meeting schedule.

Presenter: Andrea Zureick

This item is not scheduled for review by any other policy committee or technical advisory committee.

Discussion - Transportation Programming and Fund Administration

4. Amendment to Victor Valley Major Local Highways Program Policy 400013

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Amend the San Bernardino Associated Governments Measure I 2010-2040 Strategic Plan Policy 40013 (Victor Valley Major Local Highways Program) to establish a development share loan program.

B. Direct staff to develop term loan agreement templates for use in the Victor Valley Major Local Highways Program.

Presenter: Ellen Pollema

This item is not scheduled for review by any other policy committee or technical advisory committee.

5. Loan Concept for Green Tree Boulevard

That the Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Approve in concept a loan to the City of Victorville toward the required development share contribution for the Yucca Loma Corridor – Green Tree Boulevard Extension Project.

B. Direct staff to examine options for a development share loan for the Yucca Loma Corridor – Green Tree Boulevard Extension Project in development of the 2016 update to the Ten-Year Delivery Plan.

Presenter: Eric Jacobsen

This item is not scheduled for review by any other policy committee or technical advisory committee.

6. Major Local Highway Program Subarea Project Lists for Colorado River and Mountains Subareas

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the 2016 Summary of Major Local Highway Program Funding Needs for the Colorado River and Mountains Subareas of the Mountain/Desert.

Presenter: Ellen Pollema

This item is not scheduled for review by any other policy committee or technical advisory committee.

7. Allocation to Park Boulevard Reconstruction Project and Project Funding Agreement

That the Mountain Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Allocate \$1,411,000 in Morongo Basin Major Local Highway Program funds to the County of San Bernardino for the Park Boulevard Reconstruction Project.

B. Approve Funding Agreement No. 16-1001374 in the amount of \$1,411,000 with the County of San Bernardino for the Park Boulevard Reconstruction Project.

C. Approve a Fiscal Year 2015/2016 budget amendment to increase Task 0516 Measure I Mountain Desert Apportionment and Allocation by \$161,000 from Fund 4530 MSI Morongo Basin Fund-Major Local Highway.

Presenter: Ellen Pollema

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement have been reviewed by General Counsel and the Contract Administrator.

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance
SANBAG Entities
Acronym List
Mission Statement

The next Mountain/Desert Policy Committee Meeting will be January 15, 2016

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility - The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

Closed Session Agenda Items – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s authority. Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still applies.

Disruptive or Prohibited Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

The Vote as specified in the SANBAG Bylaws.

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he/she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to

amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.

- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014*

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: December 11, 2015

Subject:
 Information Relative to Possible Conflict of Interest

Recommendation:
 Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background:
 In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
2A	C13001	Security Paving Company, Inc. <i>Joseph Ferndino</i>	Cal-Stripe, Inc. Pacific Restoration Group Statewide Traffic Safety and Signs Flatiron Electric Group, Inc. Tahlequah Steel, Inc. DYWIDAG Systems International Crown Fence Company Tipco Engineering, Inc.
2B	C13149	Skanska Civil, USA <i>Jeffery Langvin</i>	Ace Fence Company Austin Enterprises BC Traffic Specialist Diversified Landscape Company DYWIDAG System International Ferreira Construction Company, Inc. Stroer & Graf Hard Hat Sweeping Statewide Traffic Safety & Signs Tahelquah Steel, Inc. Techno Coatings Under Ground Manholes

Entity: CMA, COG, CTA, CTC, SAFE

Mountain-Desert Committee Agenda Item

December 11, 2015

Page 2

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

This item is prepared for review by SANBAG Board and Committee members.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: December 11, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *December 11, 2015*

Subject:

Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region with Security Paving Company, Inc. and Skanska USA Civil West.

Recommendation:

Receive and file change order report.

Background:

Of SANBAG's two on-going Construction Contracts in the Mountain/Desert region, both have had Construction Change Orders (CCO's) approved since the last reporting to the Mountain/Desert Policy Committee. The CCO's are listed below.

A. Contract Number (CN) C13001 with Security Paving Company for construction of the I-15 Rancho Road Interchange project: CCO No. 74 Supplement 2 (\$1,324.44 increase in funds to compensate contractor for modifications to CMP riser, contour grading and additional grading for positive drainage flow), CCO No. 90 Supplement 3 (\$12,000.00 increase in funds to compensate contractor for work associated with ADA ramp, signal and lighting, pedestrian push button and chain link fence) and CCO No. 102 Supplement 1 (\$50,000.00 increase in funds to compensate contractor for work associated with relocation of ramp metering cabinets).

B. CN C13149 with Skanska USA Civil West for construction of the Lenwood Road Grade Separation project: CCO No. 27 (\$355,907.98 increase for Full and Final compensation to contractor for extra work associated with MSE Wall Coping for Retaining Wall No. 37 and resolution to Notice of Potential Claim (NOPC) No. 2).

Financial Impact:

This item imposes no financial impact, as all CCO's are within previously approved contingency amounts under Task No. 0881 and No. 0890.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Mountain-Desert Committee
 Date: December 11, 2015

Witnessed By:

Entity: CMA

I-15 Ranchero Road Interchange - Executed Change Orders		
Number	Description	Amount
1	Traffic Control	\$ 30,000.00
1 - S1	Traffic Control	\$ 200,000.00
2	Partnering	\$ 20,600.00
3	Dust Palliative	\$ 5,000.00
4	Apprentice Program	\$ 8,000.00
5	Dispute Resolution	\$ 15,000.00
6	Relocate Additional Joshua Trees	\$ 42,500.00
7	Temporary Silt Fence, Item 8	\$ 16,352.00
8	Shared Water Pollution Control Maintenance	\$ 8,000.00
8 - S1	Shared Water Pollution Control Maintenance	\$ 10,000.00
9	Relocate Right-of-Way Fence	\$ 63,520.00
9 - S1	Additional Funds	\$ 15,851.43
10	Additional Drainage Work	\$ 6,942.86
11	VOID - County Water Line	\$ 0.00
12	Asphalt Price Index Adjustment	\$ (116,494.13)
13	Maintain Existing Electrical System	\$ 8,500.00
14	Electrical Service Fees	\$ 5,000.00
15	Removal 96" Pipe End Sections	\$ 1,500.00
16	Credit for Agency Survey of ADL Burial	\$ (6,602.00)
16 - S1	Credit for Agency Survey of ADL Burial	\$ (690.50)
17	Temporary Relocation of Verizon Line at Ranchero Road	\$ 6,000.00
17 - S1	Temporary Relocation of Verizon Line at Ranchero Road	\$ 3,065.04
17 - S2	Additional Funds	\$ 357.77
18	Revised Access Road to 96" Pipe	\$ 47,833.50
19	VOID - Relocate Temporary Concrete Barrier	\$ 0.00
20	Contractor's Proposed Detour Ranchero Road	\$ 69,700.00
21	Signal Pole Change at Ranchero Road/Caliente Road	\$ 19,144.03
22	Drainage Changes on Sheet SD-9	\$ (5,334.78)
23	Remove and Reconstruct MBGR Southbound I-15	\$ 4,183.00
24	CLOSED - Additional Compensation for Sawcutting	\$ 0.00
25	Changing Grades Northbound and Southbound I-15	\$ 0.00
26	Change in Structural Section - Mariposa Road	\$ 139,277.10
27	Change Street Lights From HPS to LCD	\$ 18,851.08
28	Roadway Evacuation - Item 159	\$ 363,000.00
29	VOID - Utility Potholes	\$ 0.00
30	City Traffic Signal Cabinets - Type R	\$ 38,526.84
31	Closure of Caliente Road	\$ 5,000.00
32	Drainage System #16	\$ 8,586.30
32 - S1	Drainage System #16	\$ 11,321.40
33	Fence and Core U-Channel	\$ 25,735.52
34	Rotating Signal Pole Modification	\$ 2,167.53
35	VOID - Temporary Realignment of Mariposa	\$ 0.00
36	VOID - Pull Box Lids	\$ 0.00
37	Revise Girder Curve Data	\$ 0.00
38	Cooper Ground Wire for SCE	\$ 5,471.25
39	Gravel Ditch Revision to Line R-6	\$ 2,013.00
40	JPCP End Anchors, Remove LCB	\$ 40,527.51
40 - S1	Additional Funds	\$ 420.64
41	Conflicting Signal Pole at Caliente Road/Ranchero Road	\$ (2,270.41)
42	Closure of North Mariposa Road	\$ 43,000.00

Attachment: MDC CCO Log (2334 : Construction Change Orders - MDC1512)

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

43	Utility Access West of Caliente Road/Ranchero Road	\$ 4,878.00
44	Additional Drainage Improvements Mariposa Road	\$ 44,397.48
45	Abandon Vaults	\$ 2,000.00
46	Additional Hydroseeding in City Right-of-Way	\$ 95,200.00
47	Grade Ditch Caliente Road	\$ 3,000.00
48	Increase Item 4" Stripe, Delineators	\$ 17,667.27
49	VOID - Revise Lane Closure Charts	\$ 0.00
50	Drainage System 20 Changes	\$ (13,611.50)
51	Extend HDPE Southwest Corner Caliente Road/Ranchero Road	\$ 1,320.00
52	Additional Signs and Markers (City)	\$ 2,436.00
53	PCCP Dike on JPCP	\$ 35,000.00
54	VOID - Detour for Falsework	\$ 0.00
55	Drainage Southwest Mariposa Road	\$ 10,362.20
56	VOID - Additional Grade to Drain Northbound I-15	\$ 0.00
57	In Ground Concrete Washout	\$ 0.00
58	Eliminate Redwood Header	\$ (5,309.00)
59	Regrade MVP's	\$ 15,000.00
60	VOID - Relocate SCE Vent Pipe	\$ 0.00
61	Revise Drainage Northbound On and Off-Ramps	\$ 45,324.75
62	Additional Permanent Erosion Control State Right-of-Way	\$ 35,000.00
62 - S1	Additional Funds	\$ 6,954.50
63	Revise Traffic Handling Plans	\$ 34,446.00
64	Revise Detour for Falsework	\$ 0.00
65	Delete Color from Bridge Deck	\$ (122,830.40)
66	VOID - Repair AC Dike and Eroded Slope	\$ 0.00
67	Sidewalk Joint Armor	\$ 0.00
68	Drainage System Augmentation	\$ 8,235.00
69	Repair Damaged Slopes	\$ 20,000.00
70	Electrical Modifications	\$ 75,000.00
71	Pedestrian Push Button Change	\$ 1,542.11
72	Additional Drainage System Northeast Corner Ranchero/Mariposa	\$ 1,484.90
73	Repair Damaged Pavement I-15	\$ 65,000.00
74	Modifications to Drainage System 18	\$ 54,209.25
74 - S1	Additional Funds	\$ 61,675.63
74 - S2	Additional Funds	\$ 1,324.44
75	Revisions to HMA Structural Section on Ranchero Road	\$ 121,335.20
76	Retaining Walls Along Ranchero Road	\$ 445,741.55
76 - S1	Change to CIP Walls	\$ (125,114.55)
77	Change from Rock Blanket to Stamped Concrete	\$ (3,874.00)
78	Removal of Additional Joshua Tree	\$ 1,519.86
79	Change of Pedestrian Button Type	\$ 4,964.51
80	Pedestrian Barricades	\$ 9,484.00
81	Revision to Electrical Pull Boxes on Bridge	\$ 0.00
83	Bike Lane Striping on Ranchero Road	\$ 4,304.00
82	Additional Grading within City of Hesperia Right of Way	\$ 25,000.00
82 - S1	Additional Funds	\$ 11,289.69
84	Drainage Enhancements along Northbound on-ramp	\$ 50,000.00
85	Revisions to City Signs	\$ 9,195.39
86	Delete Color from Caltrans Curbed Median	\$ 2,869.15
87	Ramp Metering Standard Changes	\$ 19,882.24
88	I-15 Median Pavement Change	\$ 63,154.50
89	Bridge Profilographing	\$ 6,000.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session. Amounts shown in parentheses represent a credit to the Agency.

90	Conformance with ADA requirements	\$ 10,000.00
90 – S1	Additional Funds	\$ 10,000.00
90 – S2	Additional Funds	\$ 20,581.00
90 – S3	Additional Funds	\$ 12,000.00
91	Drainage Inlet Markers	\$ 1,485.00
92	REACT Crash Cushion anchor slab	\$ 10,000.00
92 – S1	Additional Funds	\$ 2,244.16
93	Modifications to Infiltration Basins	\$ 5,000.00
93 – S1	County Encroachment Permit	\$ 1,000.00
93 – S2	Additional Funds	\$ 244,872.00
94	State Water Resources Control Board Annual Permit Fees	\$ 3,119.60
95	Slope Paving revisions at Abutment 3	\$ 3,708.10
96	Revisions to MBGR at southbound on ramp	\$ 5,812.00
98	Changes to Freeway Entrance Signs	\$ 2,229.60
99	Replacement of Ramp Lighting Poles	\$ 50,000.00
100	Chain Link Fence atop Bridge Barrier	\$ 41,966.40
100 – S1	Additional Funds	\$ 9,367.78
101	Recessed Pavement Markers	\$ 32,465.00
102	Relocation of Ramp Metering Cabinets	\$ 10,000.00
102 – S1	Additional Funds	\$ 50,000.00
104	Stamped Concrete in Median Island on Rancho Road	\$ 63,392.00
105	Pedestrian Barriers on Rancho Road	\$ 3,161.40
106	Deleting Survey Monumentation Bid Items	\$ (3,300.00)
107	Additional Chain link Fence and strengthening MBGR	\$ 7,960.00
108	Hot Mixed Asphalt QC/QA	\$ 132,841.88
109	Addn'l Qty. for Bid Items 20, 32, 33, 47, 52, 108, 112, 119, 157 and 176	\$ 109,445.06
110	Addn'l Qty. for Bid Items 54 and 172	\$ 67,339.32
111	Additional Builders Risk Insurance Cost	\$ 23,467.95
CCO TOTAL		\$ 3,255,172.40
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 4,019,945.63

Lenwood Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Partnering	\$ 12,000.00
2	Establish Dispute Review Board	\$ 15,000.00
3	Staging Revisions	\$ 0.00
4	Hot Mix Asphalt Substitution	\$ 0.00
5	Additional Traffic Control	\$ 10,000.00
5 – S1	Additional Traffic Control – Additional Funds	\$ 10,000.00
6	Change in Sewer Pipe Size	\$ 14,962.60
7	Bridge Architectural and Wall Aesthetic Treatments	\$ (3,657.76)
7 – S1	Additional Funds	\$ 12,833.31
8	Hazardous Waste Removal	\$ 6,000.00
9	Private Gas Service and Meter Relocation	\$ 6,600.00
9 – S1	Private Gas Service and Meter Relocation – Additional Funds	\$ 3,000.00
11	Abutment 1 Pile Layout and Tip Revisions	\$ (57,000.00)
11 – S1	Abutment 2 Pile Layout and Tip Revisions	\$ (17,000.00)
11 – S2	Item #59 Drive Pile Item Adjustment	\$ 107,950.00
11 – S3	Resolution of NOPC No. 1	\$ 151,136.07
11 – S4	Additional Funds for Resolution of NOPC No. 1	\$ 7,892.50
12	Signal and Lighting Improvements	\$ 13,816.23

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session. Amounts shown in parentheses represent a credit to the Agency.

12 – S1	Additional funds for supplying 2 luminaires	\$ 6,356.93
13	SCE Delay	\$ 50,000.00
14	MSE Texture Change	\$ 0.00
15	Verizon Manhole and Line Conflicting with MSE 37	\$ 14,000.00
15 – S1	Additional Funds	\$ 10,000.00
16	Irrigation System and Plantings in lieu of Temporary Erosion Control	\$ 147,872.70
16 – S1	Gravel Mulch in lieu of Temporary Erosion Control	\$ 333,654.60
17	Apprentice On-the Job Training	\$ 2,000.00
17 – S1	Additional Funds	\$ 2,500.00
18	Edison Provided Overhead Insulators	\$ 2,941.83
19	Additional Cable Railing	\$ 16,020.00
20	Electrical conduit casing under bridge approach slabs	\$ 15,000.00
27	Full & Final Compensation for RW No. 37 Resolving NOPC No. 2	\$ 355,907.98
	CCO TOTAL	\$ 1,249,786.99
	TOTAL CONTINGENCY AND SUPPLEMENTAL	\$ 1,815,859.40

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session.
Amounts shown in parentheses represent a credit to the Agency.

Minute Action

AGENDA ITEM: 3

Date: *December 11, 2015*

Subject:

2016 Mountain/Desert Policy Committee Meeting Schedule

Recommendation:

That the Committee recommend the Board approve the 2016 Mountain/Desert Policy Committee meeting schedule.

Background:

The SANBAG Mountain/Desert Policy Committee has established a regular meeting schedule on the third Friday of each month, beginning at 9:30 a.m., in the Town of Apple Valley. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the meeting has been rescheduled due to conflict with other meetings or holiday schedules. SANBAG staff, however, has been directed to make every effort to minimize deviation from the regular schedule to ensure continuity of meetings and participation.

A proposed 2016 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SANBAG's standard procedure for meeting preparation. The proposed 2016 meeting schedule conforms to the third Friday of each month.

The proposed schedule is as follows:

Mountain/Desert Committee

January 15, 2016
 February 19, 2016
 March 18, 2016
 April 15, 2016
 May 20, 2016
 June 17, 2016
 July 15, 2016 (Dark)
 August 19, 2016
 September 16, 2016
 October 21, 2016
 November 18, 2016
 December 16, 2016

Mountain-Desert Committee Agenda Item
December 11, 2015
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Financial Impact:

Approval of the regular meeting schedule has no impact upon the SANBAG budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: December 11, 2015

Witnessed By:

SANBAG 2016 Master Calendar

~ January 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 New Year's Day	2
3	4	5	6 Board	7 SCAG Regional Council (Economic Summit) Orthodox Christmas	8	9
10	11	12	13 General Policy Committee	14 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub- Committee	15 Mt/Desert Policy Committee	16
17	18 Martin Luther King Day	19	20 The U.S. Conference of Mayors 84 th Winter Meeting League New Mayors & Council Members Academy	21 The U.S. Conference of Mayors 84 th Winter Meeting League New Mayors & Council Members Academy	22 The U.S. Conference of Mayors 84 th Winter Meeting League New Mayors & Council Members Academy	23
24	25	26	27	28	29	30
31	Notes:					

Board of Directors meetings start at 10:00 a.m.
Metro Valley Study Session starts at 9:30 a.m.

Commuter Rail/Transit Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

General Policy Committee meetings start at 9:00 a.m.
I-10/I-15 Joint Sub-Committee meetings start at 10:00 a.m.

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ February 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 SCAG Regional Council	5	6
7	8	9	10 General Policy Committee	11 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	12	13
14	15 President's Day	16	17	18	19 Mt/Desert Policy Committee	20 NACo Legislative Conference
21 NACo Legislative Conference	22 NACo Legislative Conference	23 NACo Legislative Conference	24 NACo Legislative Conference	25	26	27
28	29	Notes:				

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ March 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6	7	8	9 General Policy Committee	10 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	11	12
13 Daylight Saving Time Begins	14	15	16	17	18 Mt/Desert Policy Committee	19
20	21 Naw-Ruz	22	23	24	25 Good Friday	26
27 Easter Sunday	28	29	30	31 Cesar Chavez	Notes:	

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ April 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 SCAG Regional Council	8	9
10	11	12	13 General Policy Committee	14 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	15 Mt/Desert Policy Committee	16
17	18	19	20	21 First Day of Ridvan	22 Passover (4/22 – 4/30)	23
24	25	26	27	28	29	30

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ May 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Twelfth Day of Ridvan (5/1-5/2)	2	3	4 Board	5 2016 SCAG Regional Conf. & General Assembly	6 2016 SCAG Regional Conf. & General Assembly	7
8	9	10	11 General Policy Committee	12 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	13	14
15	16	17	18 CSAC Legislative Conference	19 CSAC Legislative Conference	20 Mt/Desert Policy Committee	21
22	23 Declaration of the Bab	24	25	26	27	28
29 Ascension of Baha'u'llah	30 Memorial Day	31	Notes:			

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ June 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 SCAG Regional Council	3	4
5	6 Beginning of Ramadan (6/6-7/5)	7	8 General Policy Committee	9 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	10	11 Shavout (6/11-6/13)
12	13	14	15	16	17 Mt/Desert Policy Committee	18
19	20	21	22	23	24 US Conference of Mayors (June 24-27)	25
26	27	28	29	30	Notes:	

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ July 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Lailatul-Quadr
3	4 Independence Day	5	6 Board	7 SCAG Regional Council	8	9 Martyrdom of the Bab
10	11	12	13 General Policy Committee (DARK)	14 Commuter Rail/Transit Committee (DARK) Metro Valley Study Session (DARK) I-10/I-15 Corridor Joint Sub-Committee (DARK)	15 Mt/Desert Policy Committee (DARK)	16
17	18	19	20	21	22 NACo Annual Meeting	23 NACo Annual Meeting
24 NACo Annual Meeting	25 NACo Annual Meeting	26	27	28	29	30
31	Notes:					

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ August 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board (DARK)	4 SCAG Regional Council (DARK)	5	6
7	8	9	10 General Policy Committee	11 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	12	13
14	15	16	17	18	19 Mt/Desert Policy Committee	20
21	22	23	24	25 Janmashtami	26	27
28	29	30	31	Notes:		

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ September 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council	2	3
4	5 Labor Day	6	7 Board	8	9	10
11	12 Eid al-Adha	13	14 General Policy Committee	15 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21	22	23	24
25	26	27	28	29	30	Notes:

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ October 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Navaratri (10/1-10/9)
2 Muharram Rosh Hashanah (10/2-10/4)	3	4	5 League of CA Cities Annual Conference	6 SCAG Regional Council League of CA Cities Annual Conference	7 League of CA Cities Annual Conference	8
9	10 Columbus Day	11 Yom Kippur (10/11-12) APTA Annual Meeting	12 Board APTA Annual Meeting	13 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee APTA Annual Meeting	14 APTA Annual Meeting	15
16 Sukkoth (10/16-10/23)	17	18	19 General Policy Committee Birth of the Bab (10/19-10/20)	20	21 Mt/Desert Policy Committee	22
23 Shmini Atzeret (10/23-10/24)	24 Simchat Torah (10/24-10/25)	25	26	27	28	29
30 Diwali	31	Notes:				

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ November 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6 Daylight Saving Time Ends	7	8	9 General Policy Committee	10 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	11 Veteran's Day Birth of the Baha'u'llah (11/11-11/12)	12
13	14	15	16	17	18 Mt/Desert Policy Committee	19
20	21	22	23	24 Thanksgiving	25 Thanksgiving Day After Day of the Covenant	26
27	28 Ascension of Abdul – Baha	29 CSAC Annual Meeting	30 CSAC Annual Meeting	Notes:		

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

SANBAG 2016 Master Calendar

~ December 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council CSAC Annual Meeting	2 CSAC Annual Meeting	3
4	5	6	7 Board	8	9	10
11	12 Prophet Muhammad's Birthday	13	14 General Policy Committee	15 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21	22	23	24 Hanukkah (12/24 - 1/1/17) Christmas Eve
25 Christmas Day	26 Kwanzaa (12/26 - 1/1/16)	27	28	29	30	31
Notes:						

Attachment: 2016 SANBAG Master Meeting Calendar (2336 : 2016 MDC Meeting Calendar)

Minute Action

AGENDA ITEM: 4

Date: *December 11, 2015*

Subject:

Amendment to Victor Valley Major Local Highways Program Policy 400013

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Amend the San Bernardino Associated Governments Measure I 2010-2040 Strategic Plan Policy 40013 (Victor Valley Major Local Highways Program) to establish a development share loan program.
- B. Direct staff to develop term loan agreement templates for use in the Victor Valley Major Local Highways Program.

Background:

The Victor Valley cities and sphere areas must implement development mitigation programs that generate development contributions for regional transportation improvements equal to or greater than fair share contributions determined through the SANBAG Development Mitigation Nexus Study. Regional transportation facilities addressed by the Nexus Study include freeway interchanges, railroad grade separations, and regional arterial highways on the Nexus Study Network. Each of the jurisdictions has adopted a compliant development mitigation program based on the requirements established in the Nexus Study and in accordance with Chapter 4 and Appendix J of the Congestion Management Plan.

A similar requirement is in place for the San Bernardino Valley cities and sphere area; however, Policies 40005 and 40006 of the Measure I 2010-2040 Strategic Plan allow for development share loans for interchange and arterial projects.

Staff recommends an amendment to Policy 40013 “Victor Valley Major Local Highway Program” of the Strategic Plan to allow the Victor Valley jurisdictions to obtain a cash loan from SANBAG for up to 2/3 of the development share for eligible projects.

Under the loan program, project sponsors and other participating local jurisdictions may request loans from SANBAG for the development share to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors on a case-by-case basis after a risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the subarea. The loan request must first be approved by a simple majority of the other jurisdictions in the Victor Valley subarea prior to the recommendation of a loan agreement to the Mountain/Desert Policy Committee and SANBAG Board.

Entity: CTA

Mountain-Desert Committee Agenda Item

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A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City/Town Council or Board of Supervisors and SANBAG Board of Directors detailing agreement terms. As with the Valley subarea policy, there are three loan options available: to borrow from the jurisdiction's equitable share of the Victor Valley subarea Major Local Highways Program (MLHP) funds, to borrow from the local jurisdiction's Local Street Program (pass-through) funds, or a combination of both. If the MLHP loan option is requested and bonding is required to accommodate the loan, the jurisdiction would be responsible for the debt service on the bonded funds and this debt service would be considered part of their share of the MLHP funds. To receive the loan, the jurisdiction must pay at least 1/3 of the development share and commit to conveying development fees as they are collected toward repayment of the loan. As the loan is repaid, the Local Street Program or MLHP funds will be available to the jurisdiction for use on other projects.

Staff recommends development of a non-negotiable loan agreement template as has been implemented in the Valley subarea for future approval by the SANBAG Board.

Financial Impact:

This item has no direct impact upon the adopted SANBAG Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Ellen Pollema, Management Analyst II

Approved
Mountain-Desert Committee
Date: December 11, 2015

Witnessed By:

San Bernardino Associated Governments	Policy	40013
Adopted by the Board of Directors	April 1, 2009	Revised <u>03/4/15</u> <u>01/06/16</u>
Victor Valley Major Local Highways (VVMLH) Program Measure I 2010-2040 Strategic Plan	Revision No.	<u>23</u>

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG website.

Table of Contents Purpose References Definitions Policies for Victor Valley Major Local Highways Program Revision History

I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Victor Valley Major Local Highways Program for Measure I 2010-2040. The policy establishes the fund apportionment and allocation process, the equitable shares for individual jurisdictions, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SANBAG. The program will be funded by 25% of the total Measure I 2010-2040 revenue collected in the Victor Valley Subarea. This program will be used by local jurisdictions to fund Major Local Highways projects of benefit to the subarea.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan
 SANBAG Congestion Management Program

III. DEFINITIONS

Major Local Highways Projects: Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

Development Share: The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Capital Project Needs Analysis (CPNA): A plan of projected local jurisdiction expenditures for the next five years on Major Local Highways eligible for Major Local Highways Program funds, updated annually and submitted to SANBAG by local jurisdictions. The Capital Project Needs Analysis includes anticipated funding sources, funding amounts, project phasing, and availability of development fair share funds.

IV. POLICIES FOR THE VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM

A. Major Local Highways – Allocation to Eligible Projects

Policy VVMLH-1: The Major Local Highways Program of the Victor Valley Subarea shall be funded from 25% of the Measure I 2010-2040 revenue collected within the subarea. This amount shall be reserved in a special account to be expended on Major Local Highway Projects of benefit to the subarea. Major Local Highway Projects are defined as major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways. Where

appropriate, Major Local Highway Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.

Policy VVMLH-2: Victor Valley Major Local Highways funds shall be allocated to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below.

- a. Each jurisdiction shall receive an approximately equivalent share of the total revenue raised by Major Local Highways Program over the life of the Measure, as adjusted to account for the time-value of money, per Policy VVMLH-4 listed below.
- b. If a jurisdiction receives proceeds from a bond sale secured by the Major Local Highways funds, then the portion of the debt service payment attributed to that jurisdiction's projects shall be counted toward that jurisdiction's equitable share percentage.
- c. Allocations shall be made with an objective of allowing projects from each jurisdiction of the subarea to be developed during each 10 year period of the Measure's life. The intent is to spread projects so that no jurisdiction has to wait until the last part of the Measure to receive benefits of Major Local Highway funds.
- d. Allocations shall be made to projects from candidate project lists, developed according to Policy VVMLH-3.
- e. Allocations may serve to maximize leveraging of private, local, federal, and State dollars, with attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System in the rural areas of the Victor Valley Subarea as well.
- f. Allocations shall be made with an objective of delivering projects at the earliest possible date.
- g. SANBAG shall actively engage in planning and project delivery of Major Local Highway Projects in collaboration with local jurisdictions and Caltrans in a manner which will minimize the time and cost of project delivery.

Policy VVMLH-3: A master list of projects eligible for Victor Valley Major Local Highways Program funding shall be maintained and periodically updated. The list shall be consistent with the project eligibility criteria in Policy VVMLH-1 and shall be approved by the SANBAG Board, based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. In preparing the list, input shall be considered from each of the five local jurisdictions and from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations. The list shall represent the list of eligible projects and shall not represent a commitment by SANBAG to fund all or a portion of those projects. Funding commitments will be managed under the terms of Policy VVMLH-6 shown below.

Policy VVMLH-4: Adjustments for the time-value of money shall be based on comparisons of the net present value of Measure I Major Local Highway Program expenditures by Victor Valley jurisdictions, calculated using a discount rate based on the annual change in the Consumer Price Index for the State of California, as maintained by the California Department of Finance. The expenditure date shall be based on the date of consultant/contractor invoices provided to SANBAG for reimbursement on eligible Major Local Highways Program projects.

Policy VVMLH-5: By September 30 of each year, Victor Valley jurisdictions must submit a Five Year Capital Projects Needs Analysis (CPNA) for projects in the Victor Valley Major Local Highways Program. The CPNAs cover a five year prospective period that commences the following fiscal year. The needs analysis shall document project needs by fiscal year and include anticipated funding sources, funding amounts and project phasing where appropriate. The needs analysis shall also demonstrate the availability of the development mitigation fair share funds, where appropriate for projects in the urbanized Victor Valley. Approval of a jurisdiction's CPNA by the jurisdiction's Council/Board of Supervisors must be accommodated within the timeframe of the September 30 submittal date.

Policy VVMLH-6: The SANBAG Board of Directors shall apportion funds to the Major Local Highways Program in the Victor Valley by its February meeting, so that budget documents can be prepared for the subsequent fiscal year, based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. The Victor Valley Subarea and Mountain/Desert Committee recommendation shall be informed by requests of Measure I funds contained in the Capital Projects Needs Analysis (CPNA), the status of equitable share percentages from prior years, SANBAG's forecast of Measure I revenue that may be available for the Major Local Highways Program, and SANBAG's assessment of opportunities for leveraging of State and federal funds. The recommendation shall include a table of project phases recommended for funding, project costs, Measure I requests, other funding sources, and the allocation of costs to jurisdictions, at a minimum. SANBAG staff shall maintain a cumulative accounting of allocations to projects by jurisdiction, adding allocations to jurisdictions' accounts each year. Measure I funds shall be retained by SANBAG until reimbursed to jurisdictions based on invoices received.

Policy VVMLH-7: Each year, SANBAG staff will compile a list of each jurisdiction and the cumulative amount of Major Local Highway funds received for projects. This list will be used by members of the subarea and the Mountain/Desert Committee to make their allocation recommendation to the SANBAG Board of Directors.

Policy VVMLH-8: Equitable shares may be adjusted based on annexation of unincorporated areas into a city or the incorporation of previously unincorporated areas into a new city.

B. Development Fair Share Contribution

Policy VVMLH-9: Development Fair Share Contribution is required by Measure I 2010-2040 for Major Local Highway Projects covered under the Development Mitigation Nexus Study for the urbanized areas or a Traffic Impact Analysis in the non-urban areas, excluding any eligible freeway mainline projects. Development fair share for arterials, interchanges and railroad grade crossings are determined by the most recent version of the Nexus Study adopted by the SANBAG Board of Directors in the urbanized Victor Valley or by a Traffic Impact Analysis as required by the SANBAG Congestion Management Program in the non-urbanized areas.

Policy VVMLH-10: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development fair share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs..

C. Cost Reimbursement

Policy VVMLH-11: The Major Local Highway program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VVMLH-12: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VVMLH-23.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public

share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

Policy VVMLH-13: A local jurisdiction may begin expenditure of funds following the execution of the Project Funding Agreement. The Project Funding Agreement shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, as required by Policy VVMLH-9. The Project Funding Agreement shall be executed by the local jurisdiction and SANBAG prior to the expenditure of funding on any phase of the project. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VVMLH-14: Local jurisdictions that desire to deliver a Major Local Highway project to which funds cannot be allocated in a given year shall be eligible for reimbursement through an Advance Expenditure Agreement.

D. Local Jurisdiction Invoices

Policy VVMLH-15: Local jurisdictions shall submit invoices to SANBAG for actual expenditures incurred for components of a project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG no more frequently than monthly.

Policy VVMLH-16: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor.

Policy VVMLH-17: The sponsoring agency shall be reimbursed for the actual project costs minus the development mitigation fair share percentage documented in the SANBAG Development Mitigation Nexus Study, up to the limit of Measure I Major Local Highway funding specified in the Project Funding Agreement.

E. Local Jurisdiction Reimbursement Schedule

Policy VVMLH-18: SANBAG shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package.

F. Development Mitigation Fair Share Credit Agreements

Policy VVMLH-19: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide these credit agreements to SANBAG for review to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy VVMLH-20: A copy of the credit agreement or other arrangement and invoices to substantiate quantities and unit costs for a Nexus Study project included in a credit agreement or other arrangement shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VVMLH-21: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VVMLH-22: Reimbursement shall occur for only the public share of the Nexus Study project costs

G. Ineligible Expenditures

Policy VVMLH-23: The following costs are ineligible for reimbursement:

- Additional environmental or architectural enhancement not required as part of the mitigation established in the environmental document(s) prepared for a project.
- Project oversight costs, with the exception of construction support costs.

- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
 - 1) Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the “project portion” calculated as the sales price times times the percentage of the acreage actually required for the project, or
 - 2) At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

H. Construction Cost Overruns

Policy VVMLH-24: Jurisdictions shall bear full responsibility for construction cost overruns, which is established as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement.

I. SANBAG Project Management

Policy VVMLH-25: SANBAG may manage development and delivery of Major Local Highway projects when requested to do so by the sponsoring jurisdiction. In such cases, SANBAG’s costs for project management shall be borne by the sponsoring agency.

Policy VVMLH-26: The following conditions are established for projects under SANBAG project management:

- The sponsoring agency must submit a written request for SANBAG oversight of the project
- SANBAG staff or SANBAG consultants must have available staff resources for project management
- The sponsoring agency shall pay actual SANBAG project oversight costs, to be estimated in advance by SANBAG, as documented by the SANBAG financial management system.

J. Cost Buy-down for Projects with a Development Share Contribution

Policy VVMLH-27: State, federal, or private funds may be used to buy down either the total cost of a project, the public share of the project cost, or the development share of the project cost based on the following criteria:

1. Funds that buy down the total cost of the project (after which the development fair share percentage is applied) include railroad contributions, State grants and Federal Congressional earmarks (through appropriations process, competition, etc.) from transportation sources that are not allocated or approved by SANBAG (e.g., IM, Demo, Caltrans ATP), TCRP, PNRS, or TIGER with local agency listed as lead recipient, PUC, and and HBP).
2. Funds considered part of the public share of the project cost include apportionments or allocations of State or federal transportation funds to SANBAG for funding of projects, whether managed by SANBAG or local agency (e.g., TCRP and PNRS with SANBAG listed as lead recipient, CMIA, TCIF, SLPP (non-competitive)), and State allocation and Federal apportionment by SANBAG (e.g., STIP, CMAQ, STP, TEA (SANBAG Allocation), TDA).

3. Funds that buy down the development share of the project cost include other state or federal appropriations of funding to a project from a non-transportation source (e.g., HUD, BIA, DOD) or SLPP competitive program (due to its DIF match requirement).

Fund definitions:

- ATP = Caltrans Active Transportation Program
- BIA = Bureau of Indian Affairs or individual tribal contributions
- CMAQ = federal Congestion Mitigation and Air Quality
- CMIA = Corridor Mobility Improvement Account (Proposition 1B)
- Demo = Demonstration project or similar project earmarked for a local jurisdiction in federal appropriations
- DOD = Department of Defense
- HBP = federal Highway Bridge Program
- HUD = federal Housing and Urban Development
- IM = federal Interstate Maintenance
- PNRS = federal Projects of National and Regional Significance
- PUC = California Public Utilities Commission
- SLPP = State/Local Partnership Program (Proposition 1B)
- STIP = State Transportation Improvement Program
- STP = federal Surface Transportation Program
- TCIF = Trade Corridor Improvement Funds (Proposition 1B)
- TCRP = Caltrans Traffic Congestion Relief Program
- TDA = state Transportation Development Act
- TEA = Transportation Enhancement Activities (supplanted by ATP)
- TIGER = federal Transportation Investment Generating Economic Recovery

K. Measure I Reserve

Policy VVMLH-28: SANBAG shall budget for a reserve for the Victor Valley subarea equivalent to 20% of the annual Measure I revenue from the Victor Valley Major Local Highways Program.

Policy VVMLH-29: The 20% reserve shall be established with the first year of Measure I 2010-2040 apportionment, and escalated annually to remain proportional to the growth in annual Measure I revenue.

Policy VVMLH-30: The reserve may be used to:

- Advance federal or state funds that require reimbursement.
- Manage cash flow for the Victor Valley Major Local Highways Program.
- Cover unforeseen expenses associated with projects that received an allocation of Measure I 2010-2040 funds.
- Leverage other state or federal funds to which SANBAG might otherwise lose access.

Policy VVMLH-31: Should Measure I reserves be used, revenue accrual within the year or revenue from the subsequent year's apportionment will be used to replenish the reserve.

L. Development Mitigation Fair Share Loans and Loan Repayment

Policy VVMLH-32: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SANBAG for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors on a case-by-case basis after a risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the Major Local Highways Program and on the jurisdiction's equitable share of the Major Local Highways Program. A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City Council/Board of Supervisors and SANBAG

Board of Directors detailing agreement terms. The following set of options for development share loans from SANBAG may be considered by the SANBAG Board:

1. Loans from a jurisdiction's Measure I Local Street Program funds (no bonding) - Allow loans for up to 2/3 of the development share (local share) from a jurisdiction's Measure I Local Street Program "pass-through" funds, with a commitment by the jurisdiction to reimburse the Measure I Local Street Program account with Development Impact Fee (DIF) funds as they are collected or with other legally appropriate non-Measure I funds. Other legally appropriate funds could include proceeds from a Community Facilities District (CFD) or other development-based sources (note: when DIF funds are referenced elsewhere in this policy, this implies other legally appropriate non-Measure I funds as well). This option assumes no bonding is required, i.e. cash flow in the jurisdiction's Local Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

- a. Local pass-through funds would be transferred by the jurisdiction to the jurisdiction's DIF fund as an internal loan to pay up to 2/3 of the local share of project invoices. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
- b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the local pass-through account. The first annual payment would be no later than the end of construction.
- c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan by a transfer to the jurisdiction's local pass-through fund.
- d. No interest would be charged.
- e. SANBAG would monitor the repayment of the loan through the annual audit process and the annual development mitigation report provided to SANBAG. Records of the transfer of funds to and from the jurisdiction's DIF fund and the Local Street pass-through fund must be attached to the development mitigation report and will be subject to SANBAG audits of the Local Street Program.
- f. The jurisdiction would need to show the use of the loan funds, its repayment plan, and the use of the funds repaid to the local pass-through fund in its 5-Year Measure I Capital Improvement Plan (CIP). Repaid funds must be used in accordance with the Measure I Local Street Program.
- g. If the jurisdiction has not repaid the pass-through funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If full repayment does not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation will be considered fulfilled.
- h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of local pass-through funds may need to be set on a case-by-case basis as a potential hedge against Measure I revenue being lower than forecast.
- i. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.

2. Loans from a jurisdiction's equitable share of Measure I Major Local Highway Program funds (no bonding) - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Major Local Highway Program equitable share with a commitment to reimburse the Major Local Highway Program account with DIF funds as they are collected, or other legally appropriate non-Measure I funds. This option assumes that no bonding is required, i.e. cash flow in the jurisdiction's portion of the Major Local Highway Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

- a. Funds from the Major Local Highway Program would be eligible to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the Major Local Highways

- project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
- b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the Major Local Highway Program fund account. The first annual payment would be no later than the end of construction.
- c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
- d. No interest would be charged.
- e. SANBAG would release the Major Local Highway Program funds for use on other projects as the jurisdiction repays with DIF.
- f. The jurisdiction would need to show the use of the loan funds, its repayment plan, and the use of the funds repaid to the Major Local Highway Program fund account in its 5-Year Measure I CPNA. Repaid funds must be used in accordance with the Measure I Major Local Highways Program.
- g. If the jurisdiction has not repaid the Major Local Highway Program funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation would be considered fulfilled.
- h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of Major Local Highway Program funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
- i. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.
3. Combination of 1 and 2 - Allow a combination of option 1 and option 2 as sources of funding for a local share loan for a Major Local Highways project. The terms would be consistent with the terms specified in each of the two options and negotiated on a case-by-case basis.
4. Short-term cash loan from SANBAG - Allow a short-term cash loan for up to 2/3 of the local share that would be made available from SANBAG, with a fixed term and an interest rate premium (i.e. 5 year maximum term; Local Agency Investment Fund (LAIF) interest rate plus 3%). This would be conditioned on SANBAG having cash flow available and there being no risk of delay to other SANBAG projects. The cash loan could only be utilized for the PA&ED and Design phases of the Major Local Highways project. The jurisdiction would be in default if it fails to maintain payments, and SANBAG would be given the authority to invoke the terms of options 1, 2, or 3 to make those payments.
5. Bonding against a jurisdiction's Local Street Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its Measure I Local Street Program "pass-through" funds, with the debt service to be paid by those funds. DIF funds would reimburse the jurisdiction's Local Street account as they are collected, and the additional Local Street funds could be expended on other projects in the jurisdiction's Measure I Local Street Capital Improvement Plan.
- a. The bond issue could be:
- i. Coordinated with another SANBAG bond issue, in which case SANBAG would make debt service payments from the jurisdiction's Local Street account before sending the remaining funds to the jurisdiction. The jurisdiction would then reimburse SANBAG for their Local Street funds with DIF funds as they are collected, and SANBAG would release a comparable amount of Local Street funds back to the jurisdiction for other projects, or

- ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction receives from SANBAG. In this case, the loan would be internal to the jurisdiction. The CIP would document the loan, and auditing of the Local Street account would track the loan repayment.
 - b. If full repayment of the Local Street account does not occur by the end of Measure I 2010-2040, (i.e. insufficient DIF funds are collected) the repayment obligation to the Local Street account will be considered fulfilled. This is considered consistent with Measure I, given that Measure I funds will not have replaced the development contribution if development has not occurred.
 - SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
6. Bonding against a jurisdiction's equitable share of Major Local Highways Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its equitable share of Measure I Major Local Highways Program funds, with the debt service to be paid by those funds. DIF funds would reimburse the Major Local Highways Program fund account as they are collected. Conditions for receipt of a loan under this option include:
- a. The bond issue must be approved by the SANBAG Board of Directors based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. The Victor Valley subarea representatives and Mountain/Desert Committee recommendation shall be informed by the status of equitable share percentages from prior years, forecast expenditures on other Major Local Highways projects, and SANBAG's forecast of Measure I revenue that may be available for the Major Local Highways Program.
 - b. The bond issue must be coordinated with another SANBAG bond issue, in which case SANBAG would make debt service payments from the Major Local Highway Program fund account.
 - c. Funds from the Major Local Highway Program would be eligible to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the Major Local Highways project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
 - d. The term would be identified for DIF funds to replenish the Major Local Highway Program fund account at the time of bond issuance. The first annual payment would be due no later than the end of construction.
 - e. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
 - f. SANBAG would release the Major Local Highway Program funds for use on other projects as the jurisdiction repays with DIF. However, a limit on the availability of Major Local Highway Program funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
 - g. The jurisdiction would need to show the use of the loan funds, debt service, its repayment plan, and the use of the funds repaid to the Major Local Highway Program fund account in its 5-Year Measure I CPNA. Repaid funds must be used in accordance with the Measure I Major Local Highways Program.
 - h. If the jurisdiction has not repaid the Major Local Highway Program funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation would be considered fulfilled.
 - i. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of Major Local Highway Program funds may need to be set on a case-by-case basis.

The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.

j. Any additional cost of administration of the loan or the bond incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Amended to include policies VVMLH-28 through VVMLH-31 establishing and maintaining a Measure I reserve.	07/07/2010
2	Amended to clarify funds that buy down total project cost versus funds that are applied to the public share and development share of costs in VVMLH-27	03/04/15
<u>3</u>		

Minute Action

AGENDA ITEM: 5

Date: *December 11, 2015*

Subject:

Loan Concept for Green Tree Boulevard

Recommendation:

That the Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Approve in concept a loan to the City of Victorville toward the required development share contribution for the Yucca Loma Corridor – Green Tree Boulevard Extension Project.
- B. Direct staff to examine options for a development share loan for the Yucca Loma Corridor – Green Tree Boulevard Extension Project in development of the 2016 update to the Ten-Year Delivery Plan.

Background:

The City of Victorville (City) has requested SANBAG evaluate the opportunities for a development share loan to fund two-thirds of the estimated local development share contribution for the Yucca Loma Corridor – Green Tree Boulevard extension project (Project). With approval in concept by the Board, and approval of a loan program in the Measure I Victor Valley Major Local Highways Program (MLHP) policy, staff will examine the feasibility of the MLHP to fund a loan toward the required development share in the construction phase of the Project.

The Project is the final segment of the Yucca Loma Corridor and will provide a connection between the Yucca Loma Bridge/Yates Road improvement projects currently under construction and the existing Green Tree Boulevard/Hesperia Road intersection in the City. The Project limit on the west is the intersection of Hesperia Road and Green Tree Boulevard and on the east is the re-aligned Ridgecrest Road, a portion of Yates Road and an extension of Chinquapin Road. When completed, the Yucca Loma Corridor will serve as the connection between the I-15/LaMesa-Nisqualli Interchange in the City and Apple Valley Road in the Town of Apple Valley and provide a new east/west corridor in the Victor Valley.

The other phases of the project are scheduled to open to traffic in September 2017. The Right of Way and Final Design of the Green Tree Boulevard Project is anticipated to be completed in 2017. Without the development share loan, a firm date to begin construction cannot be determined. With a development share loan, construction should begin by 2018, with the entire corridor open to traffic by approximately 2020. These dates are contingent upon further analysis of funding availability and cash-flow that will occur during the development of the 2016 update to the Ten-Year Delivery Plan and agreement by the other Victor Valley jurisdictions. Based on current cost estimates, the loan amount for the development share could be up to approximately \$12.7 million (Attachment 1).

Entity: CTA

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In a concurrent item, staff is recommending that Measure I Victor Valley Major Local Highway Program Policy 40013 be amended to allow loans against future revenue, similar to Policies 40005 and 40006 for the Valley Freeway Interchange Program and Valley Major Streets Program, respectively. The proposed Victor Valley policy modification provides for, on an exception basis, project sponsors to receive loans from SANBAG for the development contribution to facilitate project delivery. The loan is subject to approval after a risk assessment and a complete analysis of the impact of the proposed loan on other projects in the subarea. The amount of the loan will be limited by Victorville's equitable share of forecasted revenue, including the public share that is required for the Project. The debt costs for any bonding required will be the responsibility of the City.

Financial Impact:

This action has no impact on the adopted SANBAG Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Eric Jacobsen, Chief of Fund Administration and Programming

Approved
Mountain-Desert Committee
Date: December 11, 2015

Witnessed By:

ATTACHMENT 1
GREEN TREE BOULEVARD COSTS AND PROJECT SHARES

Green Tree Blvd. Cost & Shares		Nexus Shares
Est. ROW Cost	\$ 2,000,000.00	
Est. PS&E Cost	\$ 3,188,000.00	
Est. Construction Cost	\$ 36,600,000.00	
Total Est. Cost	\$ 41,788,000.00	
In City	\$ 37,220,337.60	
In County	\$ 4,567,662.40	
(City/County share PS&E/Const at 88.52%/11.48%)		
In City	\$ 37,220,337.60	
Victorville Share	\$ 18,237,965.42	49.00%
SANBAG Share	\$ 18,982,372.18	51.00%
In County	\$ 4,567,662.40	
SB County Share	\$ 813,043.91	17.80%
SANBAG Share	\$ 3,754,618.49	82.20%
Project Shares		
Victorville*	\$ 18,237,965.42	
SB County	\$ 813,043.91	
SANBAG	\$ 22,736,990.67	
TOTAL	\$ 41,788,000.00	
Maximum Loan Amount	\$ 12,700,672.89	
Required Contribution	\$ 6,350,336.44	

Attachment: Attachment 1: Green Tree Blvd Costs and Shares (2426 : Loan Concept for Green Tree Blvd)

Minute Action

AGENDA ITEM: 6

Date: *December 11, 2015*

Subject:

Major Local Highway Program Subarea Project Lists for Colorado River and Mountains Subareas

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the 2016 Summary of Major Local Highway Program Funding Needs for the Colorado River and Mountains Subareas of the Mountain/Desert.

Background:

Strategic Plan Rural Mountain/Desert Subareas Major Local Highways Program (MLHP) Policy 40017, subsection MDMLH-3, states that a master list of projects eligible for MLHP funds shall be maintained and periodically updated by each subarea. The Board is to approve a master list of projects eligible for MLHP funding after a recommendation by the subarea representatives. Input is also to be considered from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations.

The master list represents eligible projects and does not represent a commitment by SANBAG to fund all or a portion of those projects. Also, the project scopes, schedules and funding requests may change over time and will be reflected in future reports to the Board. These projects will also be included in the Rural Mountain/Desert section of the 2016 update to the Ten-Year Delivery Plan. SANBAG staff has been working with local agency staff in the Rural Mountain/Desert subareas to develop master lists for their respective subareas. The proposed master lists for the Colorado River and Mountains subareas are included as Attachment 1.

With reference to the list of projects for the Colorado River subarea, representatives from the City of Needles and the County of San Bernardino provided the information on the projects and their funding needs. The Needles Highway project has been phased based on the jurisdictional boundaries. The Needles project, Needles Highway/Pashard to Budweiser is 100% funded by the federal Corridors & Borders Program, but there may be additional non-participating costs that may result in a request of MLHP funds in the future. The County project, Needles Highway Phase "N" is also 100% funded by the federal Public Lands Highways Program but may also need additional MLHP funding in the future if costs increase. The County's remaining phases of the Needles Highway project are unfunded at this time.

Entity: CTA

Mountain-Desert Committee Agenda Item

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With reference to the list of projects for the Mountains subarea, representatives from the City of Big Bear Lake and the County of San Bernardino provided their list of projects and their funding needs. As the Mountain Area Traffic Study (MATS) has not yet been completed, any suggested projects from MATS have not been considered in determining the current project lists.

Big Bear Lake's priority projects 1 and 2 have firm estimates; their project 3 is a rough estimate and there are no city funds allocated at this time. The County has applied for funding through the federal Highway Bridge Program for their priority project 1, Stanfield Cutoff. They have requested MLHP as the match for those funds. The County's Pineview and Arrowbear Bridge & Widening projects are in the preliminary design phase, so costs may increase. The County is requesting 100% MLHP funding for these projects.

SANBAG staff will continue to regularly meet or have contact with agency staff to determine whether any projects need reprioritization or have a more urgent funding need than what had previously been reported. In those instances, staff will request a subarea meeting to allow the subarea representatives to review the requests prior to a funding agreement being brought to the Mountain/Desert Policy Committee for approval.

Financial Impact:

This action has no impact on the adopted SANBAG Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Ellen Pollema, Management Analyst II

Approved
Mountain-Desert Committee
Date: December 11, 2015

Witnessed By:

TYPE FONT LEGEND:
Bold = Funding Agreement
 Normal = Potential Future Project
Italics: Expenditure Plan Project

ATTACHMENT 1

COLORADO RIVER SUBAREA											
MAJOR LOCAL HIGHWAY PROGRAM FUNDS NEEDS AND COMMITMENTS											
City	Project	Project Priority	Named in Expenditure Plan?	MLHP Eligible?	In 10-Yr. Delivery Plan?	Phase or Status	Est CON Start Date	Total Project Cost	SANBAG Public Share	Current Funding Request	MLHP Commitment
Needles	J Street Connector <i>(Funding Agreement Approved Sept 2013 and November 2015)</i>	1	Yes	Yes	Yes	R/W	2016	\$ 5,571,000	N/A	\$ 190,290	\$ 190,290
Needles	Highway 95 South/I-40 to City Boundary Grind and Overlay Project	2	No	Yes	No	PA&ED	2016	\$ 1,693,000	N/A	\$ 230,440	\$ -
Needles	Needles Highway/Pashard to Budweiser Reconstruction Project	3	Yes	Yes	Yes	R/W	2018	\$ 2,500,000	N/A	\$ -	\$ -
Needles	Construction of New Bridge in Needles connecting I-40 to Arizona		Yes	Yes	No			Unknown		\$ -	\$ -
Needles	Total							\$ 9,764,000		\$ 420,730	\$ 190,290
	Percentage of Subarea Funding*									64.16%	44.74%
County	Needles Highway/Segment "N" <i>(Phase 1 - PLH Funded; no match required)</i>	1	Yes	Yes	Yes	R/W	2016	\$ 10,000,000	N/A	\$ -	\$ -
County	Needles Highway (remaining phases)	2	Yes	Yes	Yes	R/W	2017	\$ 50,000,000	N/A	\$ 235,000	\$ 235,000
County	Needles Highway/Park Ave.	3	Yes	Yes	Yes	R/W	2020	\$ 40,000,000	N/A	-	-
County	Total							\$ 100,000,000		\$ 235,000	\$ 235,000
	Percentage of Subarea Funding*									35.84%	55.26%
TOTAL COLORADO RIVER NEED & REQUESTS THROUGH 2025										\$ 655,730	\$ 425,290
ESTIMATED COLORADO RIVER MEASURE I REVENUE 2010 THROUGH 2025										\$ 918,202	

MOUNTAINS SUBAREA											
MAJOR LOCAL HIGHWAY PROGRAM FUNDS NEEDS AND COMMITMENTS											
City	Project	Project Priority	Named in Expenditure Plan?	MLHP Eligible?	In 10-Yr. Delivery Plan?	Phase or Status	Est CON Start Date	Total Project Cost	SANBAG Public Share	Current Funding Request	MLHP Commitment
Big Bear Lake	Village "L" Street Improvements-Village & Pine Knot <i>(Funding Agreement approved 2013)</i>		No	Yes	Yes	Completed		\$ 5,826,256	N/A	\$ 1,200,000	\$ 1,200,000
Big Bear Lake	Village "L" Street Improvements-Village & Pine Knot <i>(Advance Expenditure Agreement approved 2013)</i>		No	Yes	Yes	Completed		see above	N/A	\$ 1,200,000	\$ 1,200,000
Big Bear Lake	Changeable Message Sign "CMS" at Big Bear Dam	1	No	Yes	Yes	PS&E	2020	\$ 400,000	N/A	\$ 160,000	\$ -
Big Bear Lake	Hwy 38: North Shore/pave shoulders and add bike lane	2	Yes	Yes	Yes	PA&ED	2020	\$ 185,000	N/A	\$ 185,000	\$ -
Big Bear Lake	Hwy 18/Arctic Circle Slope Stabilization	3	Yes	Yes	Yes	PA&ED	Future	\$ 5,400,000	N/A	\$ 5,400,000	\$ -
Big Bear Lake	Hwy 38: passing lanes		Yes	Yes	Yes	N/A		\$ 8,000,000	N/A	\$ -	\$ -
Big Bear Lake	SR18: Left turn lanes		Yes	Yes	Yes	N/A		\$ 900,000	N/A	\$ -	\$ -
Big Bear Lake	SR18 Safety and Traffic Flow Improvements		Yes	Yes	No	N/A		Unknown			
Big Bear Lake	SR18 Safety and Intersection Improvements		Yes	Yes	No	N/A		Unknown			
Big Bear Lake	Total							\$ 20,711,256		\$ 8,145,000	\$ 2,400,000
	Percentage of Subarea Funding*									49.58%	100.00%
County	Maple Lane - drainage and slope improvement <i>(Funding Agreement for SLPP approved 2013)</i>		No	Yes	Yes	Completed		\$ 2,600,000	N/A	\$ 1,301,000	\$ -
County	Arrowbear Bridge & Widening	1	No	Yes	No	PA&ED	2018	\$ 3,000,000	N/A	\$ 3,000,000	\$ -
County	Pineview Drive	2	No	Yes	No	PA&ED	2018	\$ 1,000,000	N/A	\$ 1,000,000	\$ -
County	Stanfield Cutoff - reconstruction <i>(funding agreement in preparation)</i>	3	No	Yes	Yes	PA&ED	2020	\$ 26,000,000	N/A	\$ 2,982,200	\$ -
County	SR18, SR38 and SR330 Safety and Traffic Flow Improvements		Yes	Yes	No	N/A		Unknown		\$ -	\$ -
County	SR18 and SR138 Safety and Intersection Improvements		Yes	Yes	No	N/A		Unknown		\$ -	\$ -
County	Realignment and Rehabilitation of Daley Canyon Rd and Kuffel Canyon Road		Yes	Yes	No	N/A		Unknown		\$ -	\$ -
County	Total							\$ 27,000,000		\$ 8,283,200	\$ -
	Percentage of Subarea Funding*									50.42%	0.00%
TOTAL MOUNTAINS NEED & REQUESTS THROUGH 2025										\$ 16,428,200	\$ 2,400,000
ESTIMATED MOUNTAINS MEASURE I REVENUE 2010 THROUGH 2025										\$ 8,199,411	

* Measure I Policy requires that geographic equity in the distribution of MLHP funds be considered over the life of the Measure.

Minute Action

AGENDA ITEM: 7

Date: *December 11, 2015*

Subject:

Allocation to Park Boulevard Reconstruction Project and Project Funding Agreement

Recommendation:

That the Mountain Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Allocate \$1,411,000 in Morongo Basin Major Local Highway Program funds to the County of San Bernardino for the Park Boulevard Reconstruction Project.
- B. Approve Funding Agreement No. 16-1001374 in the amount of \$1,411,000 with the County of San Bernardino for the Park Boulevard Reconstruction Project.
- C. Approve a Fiscal Year 2015/2016 budget amendment to increase Task 0516 Measure I Mountain Desert Apportionment and Allocation by \$161,000 from Fund 4530 MSI Morongo Basin Fund-Major Local Highway.

Background:

The County of San Bernardino nominated Park Boulevard as their first project for Morongo Basin Major Local Highway Program funding in June 2015. The total cost of the project is \$1,411,000 and the County has requested 100% funding. There is no development fair share contribution for this project. The project, however, is consistent with the eligibility requirements of Measure I Rural Mountain/Desert policy. The subarea representatives reviewed the request and recommended approval of the project at a meeting on August 3, 2015.

Park Boulevard is one of the main North-South roadways in the unincorporated community of Joshua Tree and also provides access to the western entrance to Joshua Tree National Park. The project scope includes a full depth reconstruction of the travel ways and overlay of shoulder areas between State Route 62 and Alta Loma Drive North.

The environmental phase of the project is expected to begin in January 2015, with construction to begin in June 2016, and completion in July 2016.

Entity: CTA

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Financial Impact:

This item is not consistent with the Fiscal Year 2015/2016 Budget. A budget amendment is required to increase Task No. 0516 from Fund 4530 Morongo Basin Fund - Major Local Highway.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft agreement have been reviewed by General Counsel and the Contract Administrator.

Responsible Staff:

Ellen Pollema, Management Analyst II

Approved
Mountain-Desert Committee
Date: December 11, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001374 Amendment No.: _____ Vendor No.: 01907
 Vendor/Customer Name: _____ County of San Bernardino Sole Source? Yes No
 Description: Funding Agreement for Park Boulevard Reconstruction Project
 Start Date: 01/06/2016 Expiration Date: 11/30/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 1,411,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,411,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,411,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 01/06/2016
 Board of Directors Action: Approve Agreement 16-110374

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Ellen Pollema

Attachment: Contract Summary Sheet [Revision 1] (2152 : Park Boulevard Funding Agreement)

PROJECT FUNDING AGREEMENT NO. 16-1001374

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

COUNTY OF SAN BERNARDINO

FOR

PARK BOULEVARD RECONSTRUCTION PROJECT

THIS Project Funding Agreement (“Agreement”) is made and entered into this 6th day of January, 2016, by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the COUNTY OF SAN BERNARDINO (hereinafter referred to as “COUNTY”). AUTHORITY and COUNTY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Program (“MLHP”); and
- B. The Park Boulevard Reconstruction Project in the County of San Bernardino (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. AUTHORITY has determined that the PROJECT is eligible to receive the Morongo Basin Subarea MLHP funds; and
- D. On January 6, 2016, AUTHORITY’s Board of Directors approved allocation of \$1,411,000 in Morongo Basin Subarea MLHP funds for the PROJECT; and
- E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and
- F. Parties desire to proceed with the PROJECT in a timely manner; and

G. The PROJECT will reconstruct Park Boulevard; and

H. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

I. AUTHORITY and COUNTY are entering into this Agreement with the understanding that AUTHORITY will reimburse COUNTY for eligible PROJECT expenditures with MLHP funds.

NOW, THEREFORE, AUTHORITY and COUNTY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse COUNTY for the actual cost of the PROJECT up to a maximum of \$1,411,000 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount unless an amendment to this Agreement is approved by the Parties.
2. To reimburse COUNTY within thirty (30) days after COUNTY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY up to a maximum of \$1,411,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of COUNTY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT expenses for an amount not to exceed \$1,411,000 in MLHP funds unless this Agreement is amended and approved increasing PROJECT costs.

Reimbursement by AUTHORITY shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by COUNTY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to AUTHORITY's guidelines.

3. To abide by all AUTHORITY, COUNTY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at COUNTY's Department of Public Works. Copies will be made and furnished by COUNTY upon written request by AUTHORITY.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may

be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due COUNTY from any source under AUTHORITY's control.

10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and COUNTY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by COUNTY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.
3. In the event COUNTY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, COUNTY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by

- reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. COUNTY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or November 30, 2018, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated by COUNTY within twelve (12) months of the Effective Date of this Agreement.
 8. AUTHORITY may terminate this Agreement if COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
 9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
 10. Attachment A, The Park Boulevard Reconstruction Project (Description of Project and Milestones), and Attachment B, Park Boulevard Reconstruction Project (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
 11. This Agreement may be signed in counterparts, each of which shall constitute an original.
 12. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

COUNTY OF SAN BERNARDINO

By: _____
Ryan McEachron, President
Board of Directors

By: _____
James Ramos
Chairman

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Scott Runyan
Deputy County Counsel

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: 16-1001374 Park Blvd Funding Agmt [Revision 9] (2152 : Park Boulevard Funding Agreement)

Attachment A

PARK BOULEVARD RECONSTRUCTION PROJECT COUNTY OF SAN BERNARDINO

Description of Project and Milestones

Project Title			
PARK BOULEVARD RECONSTRUCTION PROJECT			
Location, Project Limits, Description, Scope of Work, Legislative Description			
<p>The project location is Park Boulevard from Alta Loma Drive north to State Highway 62, in the COUNTY's jurisdictional territory of Joshua Tree area.</p> <p>The project scope includes full depth reconstruction of travel ways and overlay of shoulder areas as well as all work appurtenant thereto within existing roadway foot print.</p>			
Component	Implementing Agency	Reimbursements	
PA&ED(CEQA)	COUNTY	AUTHORITY	
PS&E	COUNTY	AUTHORITY	
Right of Way	NA	NA	
Construction	COUNTY	AUTHORITY	
Legislative Districts			
Assembly:	42	Senate:	16
Congressional:	08		
Purpose and Need			
<p>Park Boulevard is a main road in the community of Joshua Tree. The road serves the community south of State Route 62, provides an entrance to Joshua Tree National Park, and provides access to the community's economic and commercial center. The community's Visitor Center is also located on this road. The pavement condition is poor, with excessive cracking and potholing. Coring and sampling of the roadway reveals that a full depth reconstruction of this road is necessary.</p>			
Project Benefits			
<p>As a main road in the community of Joshua Tree area with average daily traffic of 4740, the existing pavement structural section of average 0.25' AC over native is inadequate. Over the years, the AC pavement has developed excessive cracks and potholes that are temporarily held by crack filling/crack sealing and pothole repairs. The project will markedly improve the road condition for those accessing the National Park and the economic and commerce centers in the community.</p>			
Project Milestone			Proposed
Preliminary Environmental Study (PES) Approved			NA
Begin Environmental (PA&ED) Phase(CEQA)			1/11/16
Draft Environmental Document			NA
Begin Draft Project Report			NA
End Environmental Phase (PA&ED Milestone)			2/28/16

Begin Preliminary Engineering 30% Design (PS&E) Phase	3/2/16
End Design Phase (Ready to List for Advertisement Milestone)	4/30/16
Begin Right of Way Phase	NA
End Right of Way Phase (Right of Way Certification Milestone)	NA
Begin Construction Phase (Contract Award Milestone)	6/15/16
End Construction Phase (Construction Contract Acceptance Milestone)	7/15/16
Begin Closeout Phase	7/18/16
End Closeout Phase (Closeout Report)	1/30/17

Attachment: 16-1001374 Park Blvd Funding Agmt [Revision 9] (2152 : Park Boulevard Funding Agreement)

ATTACHMENT B

PARK BOULEVARD RECONSTRUCTION PROJECT COUNTY OF SAN BERNARDINO

Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	COUNTY Local Funds	OTHER Funds
PA&ED(CEQA)	\$10,000	\$10,000	\$0	\$0
PS&E	\$170,000	\$170,000	\$0	\$0
Right of Way	\$0	\$0	\$0	\$0
Construction	\$1,231,000	\$1,231,000	\$0	\$0
Total	\$1,411,000	\$1,411,000	\$0	\$0

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rich Kerr City of Adelanto	X***	X	X*	**	**		**	X*	**		**	
Curt Emick Town of Apple Valley			X*	**	**		**	X	**	X*	**	
Julie McIntyre City of Barstow		X	X	**	**	X	**	X	**		**	
Bill Jahn City of Big Bear Lake	X	X	X	**	**	X	**		**	X	**	
Mike Leonard City of Hesperia	X	X	X	**	**	X	**		**	X*	**	
Ed Paget City of Needles		X	X	**	**	X	**	X	**		**	
Joel Klink City of Twentynine Palms	***		X	**	**	X	**	X	**		**	
Ryan McEachron City of Victorville	X	X		**	**		**	X	**	X	**	
George Huntington Town of Yucca Valley	X	X	X	**	**	X	**	X	**		**	
Robert Lovingood County of San Bernardino	X	X	X	**	**		**	X	**	X	**	
Janice Rutherford County of San Bernardino	X			**	**		**		**		**	
James Ramos County of San Bernardino				**	**		**		**		**	

*Non-voting City Representative attended
+ Measure I Committee representative

**The Mountain/Desert Committee did not meet
x*Alternate Attended

*** New SANBAG Board Member

X = Member attended meeting.
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Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996