



**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**

**September 16, 2016**

**9:30 AM**

**Location**

*Mojave Desert Air Quality Management District*  
14306 Park Avenue, Victorville, CA 92392

**Mountain/Desert Policy Committee Membership**

**Chair**

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

*Julie McIntyre, Mayor*  
*City of Barstow*

*George Huntington, Council Member*  
*Town of Yucca Valley*

**Vice Chair**

*Eric Schmidt, Council Member*  
*City of Hesperia*

*Ed Paget, Mayor*  
*City of Needles*

*Robert A. Lovingood*  
*Board of Supervisors*

*Rich Kerr, Mayor*  
*City of Adelanto*

*Joel Klink, Council Member*  
*City of Twentynine Palms*

*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**

**September 16, 2016**

**9:30 AM**

**Location**

**Mojave Desert Air Quality Management District  
14306 Park Avenue, Victorville, CA 92392**

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 Bill Jahn)

- 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.

**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.

**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 - Project Delivery**

### **2. Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region**

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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 - Project Delivery**

### **3. I-15/I-215 Devore Interchange Right of Way**

Pg. 13

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

A. Approve determination that APN 0349-166-04; APNs 0349-169-04, -06, -07, and -08; APN 0349-174-02; APN 0349-174-10; APNs 0349-173-19 and -20; APN 0349-173-31; APN 0349-173-38; APN 0349-172-01; APN 0349-174-03; APN 0349-174-01; APN 0349-143-18; and APN 0349-102-09 are surplus parcels for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels once necessary code compliance conditions are met.

B. Approve authorization of additional \$2 million in Measure I Cajon Pass fund expenditure authority for final right of way settlements for the I-15/I-215 Devore Interchange Project.

**Presenter: Dennis Saylor**

**This item is also scheduled for review by the Board of Directors Metro Valley Study Session on September 15, 2016. SANBAG General Counsel has reviewed this agenda item.**

## **Discussion - Regional/Subregional Planning**

### **4. Mojave Desert Air Quality Management District Update**

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That the Mountain/Desert Policy Committee receive a presentation from the Mojave Desert Air Quality Management District.

**Presenter: Steve Smith**

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

## **Discussion - Transportation Programming and Fund Administration**

### **5. Ten-Year Delivery Plan Proposed Project List - Mountain/Desert Subareas**

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That the Mountain/Desert Policy Committee review and provide comments on the Mountain/Desert subareas proposed project lists for the 2016 Update to the Ten-Year Delivery Plan as listed in Attachments 1 and 2.

**Presenter: Eric Jacobsen**

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

**6. Green Tree Boulevard Loan Agreement with the City of Victorville**

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

Approve Contract No. 16-1001481, a term loan agreement in an amount not to exceed \$12,511,320 with the City of Victorville for the Green Tree Boulevard Extension Project, pursuant to Victor Valley Policy 40013 VVMLH-32.

**Presenter: Eric Jacobsen**

**This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft loan agreement have been reviewed by SANBAG General Counsel and Procurement Manager.**

**7. National Trails Highway Resurfacing Project Funding Agreement**

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

A. Allocate \$3,402,303 in North Desert Subarea Major Local Highway Program funds to the County of San Bernardino for the National Trails Highway Resurfacing Project.

B. Approve Contract 16-1001554 for the National Trails Highway Resurfacing Project.

C. Approve a Fiscal Year 2016/2017 budget amendment to increase Sub-task 0516 MSI Mt/Desert Apportionment and Allocation Fund in the amount of \$3,402,303 from Measure I North Desert Fund-Major Local Highway Program funds.

**Presenter: Ellen Pollema**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and draft contract.**

**Comments from Board Members**

Brief Comments from Board Members

**Public Comment**

Brief Comments by the General Public

**ADJOURNMENT**

**Additional Information**

Attendance

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SANBAG Entities

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Acronym List

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Mission Statement

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**The next Mountain/Desert Policy Committee Meeting will be October 21, 2016**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> 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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://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 or she would like to amend his or her 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 voted upon first, and if it fails, then the original motion is considered.
- 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  
Revised May 4, 2016*

- 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:** September 16, 2016

**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
2-A	C13149	Skanska Civil, USA Jeffery Langvin	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

**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: September 16, 2016  
 Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

## *Minute Action*

AGENDA ITEM: 2

**Date:** September 16, 2016

**Subject:**

Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region

**Recommendation:**

Receive and file change order report.

**Background:**

Of SANBAG's one on-going Construction Contract in the Mountain/Desert region, there has been one Construction Change Order (CCO) approved since the last reporting to the Mountain/Desert Policy Committee.

A. Contract Number C13149 with Skanska USA Civil West for the Lenwood Road Grade Separation project: CCO No. 37 (\$205,000.00 decrease per direction of the Superior Court of the State of California for the County of San Bernardino concerning subcontractor Tensar International v. Skanska, Court Case No. CIVDS 1601610).

**Financial Impact:**

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

**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: September 16, 2016

Witnessed By:

Entity: CMA

<b>Lenwood Grade Separation – Executed Change Orders</b>		
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
5 – S2	Additional Traffic Control – Additional Funds	\$ 5,099.87
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
10	Drainage and Basin Modifications	\$ 13,491.00
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
12 – S1	Additional funds for supplying 2 luminaires	\$ 6,356.93
12 – S2	Signal Timing Remobilization	\$ 4,127.38
13	SCE Delay	\$ 50,000.00
13 – S1	SCE Delay Days and TRO	\$ 42,750.00
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
15 – S2	Mitigate Existing Utilities	\$ 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
17 – S2	Additional Funds	\$ 254.16
18	Edison Provided Overhead Insulators	\$ 2,941.83
19	Additional Cable Railing	\$ 16,020.00
19 – S1	Adjustment of Railing Items	\$ 5,164.94
20	Electrical conduit casing under bridge approach slabs	\$ 15,000.00
20 – S1	Bridge Utility Casing	\$ 4,257.10
20 – S2	Bridge Utility Casing	\$ 995.01
21	Sewer Manhole Raise	\$ 15,000.00
21 – S1	Additional Funds	\$ 3,406.09
22	BNSF and MSE	\$ 30,000.00
23	Adjustment of Bid Item 75, Furnish Single Sheet Aluminum Sign	\$ (293,694.70)
24	Lenwood/Jasper Intersection Reconstruct	\$ 89,650.78
25	JPCP Crack Repairs	\$ 25,000.00
26	Asphalt Price Index Fluctuation	\$ (137,378.29)
27	Full & Final Compensation for RW No. 37 Resolving NOPC No. 2	\$ 355,907.98
28	Item Changes No Adjustment	\$ (30,165.65)
28 – S1	Minor Concrete Item Change	\$ 185,227.40

Attachment: MDC CCO Log (2966 : Construction Change Orders - MDC1608)

**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

28 – S2	Minor Concrete Item Adjustment	\$ (339.63)
29	Item Balancing CCO	\$ 75,823.60
29 – S1	Item Balancing CCO	\$ 25,515.00
30	RSP Item Changes	\$ 72,823.60
30 – S1	RSP Item Adjustment	\$ 1,459.89
31	Railing Item Change	\$ 35,667.00
31 – S1	Railing Item Adjustment	\$ (237.23)
32	HMA QC Bonus	\$ 38,562.00
33	Restore TCE on Vogler Property	\$ 2,659.15
34	Additional Fencing along adjacent property in accordance with TCE	\$ 15,711.00
34-S1	Reallocation of Unused Funds to Contingency Fund	\$ (8,176.00)
35	Repair Bridge Sidewalk Surface Cracks	\$ 3,199.58
36	Reallocation of Unused Funds to Contingency Fund for Various CCOs	\$ (63,246.66)
<b>37</b>	<b>Superior Court Settlement for Tensar Stop Notice</b>	<b>\$ (205,000.00)</b>
	<b>CCO TOTAL</b>	<b>\$ 1,217,393.38</b>
	<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>	<b>\$ 1,815,859.40</b>

**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:** *September 16, 2016*

**Subject:**

I-15/I-215 Devore Interchange Right of Way

**Recommendation:**

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

A. Approve determination that APN 0349-166-04; APNs 0349-169-04, -06, -07, and -08; APN 0349-174-02; APN 0349-174-10; APNs 0349-173-19 and -20; APN 0349-173-31; APN 0349-173-38; APN 0349-172-01; APN 0349-174-03; APN 0349-174-01; APN 0349-143-18; and APN 0349-102-09 are surplus parcels for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels once necessary code compliance conditions are met.

B. Approve authorization of additional \$2 million in Measure I Cajon Pass fund expenditure authority for final right of way settlements for the I-15/I-215 Devore Interchange Project.

**Background:**

**Recommendation A:** San Bernardino County Transportation Authority (Authority) and the State of California Department of Transportation (Caltrans) are involved in the I-15/I-215 Devore Interchange Reconstruction Project. Construction is complete for beneficial use, and final construction work and punch list work is ongoing with completion of all construction work anticipated within the next month or two. Caltrans has been the lead agency for design-build construction, and Authority is the lead agency for the right of way phase of the project. Per SANBAG's right of way cooperative agreement C11103, Authority is responsible for the acquisition and funding of all right of way, utilities, and railroad coordination for the project. Authority has been acquiring the right of way in Caltrans' name for their use for the project. For a variety of reasons, the properties listed in the recommendation are remnants of larger parcels of which some portion was not required for the project. The remaining portion of the property was determined to be an uneconomic remnant relative to its original use. In some cases the remainder portion of the property may have been landlocked with no access or it may have been too small to be developable per the owner's development plan.

Caltrans has determined that these properties are no longer necessary for construction, staging, storage, or mitigation/exchange on the project, or any future use, and Authority staff and the design-builder have concurred with this assessment. Per our cooperative agreement, once Caltrans has determined property to be excess, it transfers the property back to Authority for disposition. Under California Government Code Sections 54220-54232, Authority can then offer properties for sale to private individuals and companies when certain conditions are met. Prior to

*Entity: CTA*

## Mountain-Desert Committee Agenda Item

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the disposition of any property, Authority must determine whether the property is needed for any future use and the Authority Board of Directors must declare the property as excess. Staff is recommending the Board make these findings. Following declaration by the Authority Board that the properties are excess or surplus, a 60 day public agency notification period can then be initiated for City and County agencies within the jurisdiction of the parcels for their specific, limited uses. If no interest is expressed, Authority may then offer the surplus property on the open market.

The properties listed below have been identified to be surplus to the needs of this joint agency design-build project and are immediately adjacent to the project area:

CPN	APN	Former Owner	Address	Property Type
22527-01-01	0349-166-04	Moore	SE Corner of Parker St and Dement St., San Bernardino, CA	Vacant Land
22512-01-01	0349-169-04, -06, -07, -08	Dulin	NE Corner of Devore Rd. & Cajon Blvd, South of Meyers Street San Bernardino County, CA	Vacant Land
22515-01-01	0349-174-02	Denno	18495 Cajon Blvd, San Bernardino CA	Vacant Land
22516-01-01	0349-174-10	City of San Bernardino	South of Old Cajon Blvd, West of Devore Rd, San Bernardino, CA	Vacant Land
22523-01-01	0349-173-19, 20	Kardos	18329 Cajon Blvd. San Bernardino, CA	Vacant Land
22524-01-01	0349-173-31	Ashe	Taft Ave, West of Cajon Blvd, Unincorporated Area of San Bernardino County, CA	Vacant Land
22525-01-01	0349-173-38	Smith	18253 Taft Ave, Devore Heights, CA	Vacant Land
22522-01-01	0349-172-01	Wood	North Side of Old Cajon Boulevard East of I-15, San Bernardino, CA	Vacant Land
22514-01-01	0349-174-03	JP Preferred LLC	Devore Rd Devore Heights, CA	Vacant Land
22517-01-01	0349-174-01	Plies and Reid	SE Corner of Parker Street & Dement St., Unincorporated Area of San Bernardino County, CA	Vacant Land
22536-01-01	0349-143-18	Denton	1528 Marion Avenue, San Bernardino, CA	Vacant Land
22562-01-01	0349-102-09	Boone	17164 Cajon Blvd., San Bernardino, CA	Vacant Land

In preparation for sale at the appropriate time, staff will ensure full clearance of all improvements, that a new legal description is prepared for each remnant parcel, that the value

## Mountain-Desert Committee Agenda Item

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has been determined, and that Authority has the ability to convey clear title of the surplus property.

Based on and subject to applicable government codes and guidelines regarding disposition of surplus property, staff recommends that the above referenced parcels be declared by the Board as surplus and approved for immediate offer.

**Recommendation B:** Authority has been acquiring properties as needed for the project and of the more than 90 parcels needed for the project, there are currently 5 properties on which a final settlement has not been reached. On four of these properties, resolutions of necessity have been adopted and are currently working through the eminent domain process. It is anticipated that we could potentially go to trial on two or three of these properties while the others we hope to be able to negotiate a settlement or work out an agreement through mediation. As we have progressed through the eminent domain process, expert appraisers for both Caltrans and the property owners have been retained and results of these analyses, including goodwill claims based on business impacts are being determined. Currently, based on these expert appraisals, the cost for settlement or final trial verdicts could exceed our current cooperative agreement expenditure authority by up to \$2 million. Per our agreement with Caltrans, Authority would be responsible for any expenditures over the limit specified in the agreement. Since Authority is fully responsible for all costs for this phase, the recommendation is for Board approval of the additional expenditure authority to settle these remaining properties. Subject to approval of Recommendation A, the sale of the surplus property should cover most if not all of the additional expenditure authority. But due to the anticipated schedule of reaching a settlement on the remaining parcels and the sale of the surplus property, the additional expenditure authority is necessary. Staff recommends approval of this recommendation.

***Financial Impact:***

This item is consistent with the current Fiscal Year 2016/2017 budget under project 880.

***Reviewed By:***

This item is also scheduled for review by the Board of Directors Metro Valley Study Session on September 15, 2016. SANBAG General Counsel has reviewed this agenda item.

***Responsible Staff:***

Dennis Saylor, Project Manager

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Approved  
Mountain-Desert Committee  
Date: September 16, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 4

**Date:** *September 16, 2016*

**Subject:**

Mojave Desert Air Quality Management District Update

**Recommendation:**

That the Mountain/Desert Policy Committee receive a presentation from the Mojave Desert Air Quality Management District.

**Background:**

Staff from the Mojave Desert Air Quality Management District (MDAQMD) will present an update on current issues being addressed in the District and will highlight relevant, ongoing activities. The MDAQMD is geographically the second largest of the state's 35 air districts and represents the San Bernardino County High Desert and the Blythe portion of Riverside County. It includes the Cities of Adelanto, Barstow, Hesperia, Needles, Twentynine Palms, and Victorville and the Towns of Apple Valley and Yucca Valley plus the surrounding unincorporated area.

The MDAQMD has primary responsibility for controlling emissions from stationary sources of air pollution within the District boundary. These can range from equipment located at cement facilities, to power plants or the corner gas station. There are over 1,000 such businesses operating under MDAQMD permits. The District also coordinates with the California Air Resources Board (ARB) on mobile sources of pollution.

The District implements air quality programs required by State and Federal mandates and enforces rules and regulations based on air pollution law. The District website indicates that the MDAQMD is committed to protecting the air breathed by more than 500,000 residents living within its boundaries while supporting strong and sustainable economic growth. This is accomplished through a comprehensive and common-sense program of planning, regulation, compliance assistance, enforcement, monitoring, and public education. Additional background on the MDAQMD can be found at: <http://www.mdaqmd.ca.gov/index.aspx?page=6>.

**Financial Impact:**

This item has no impact on the Fiscal Year 2016-2017 budget.

**Reviewed By:**

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

**Responsible Staff:**

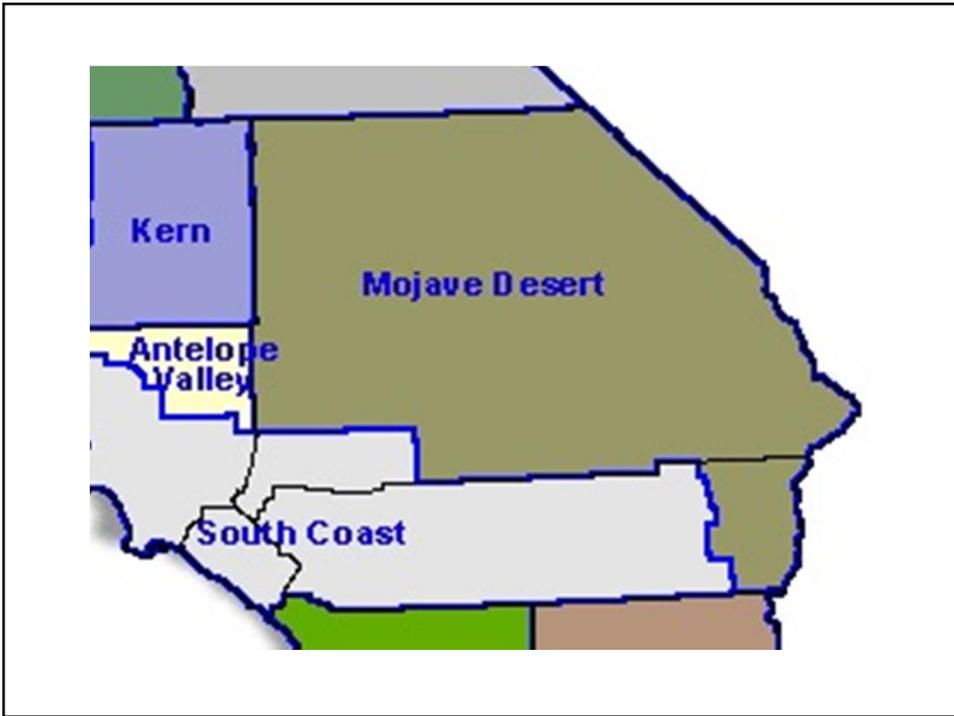
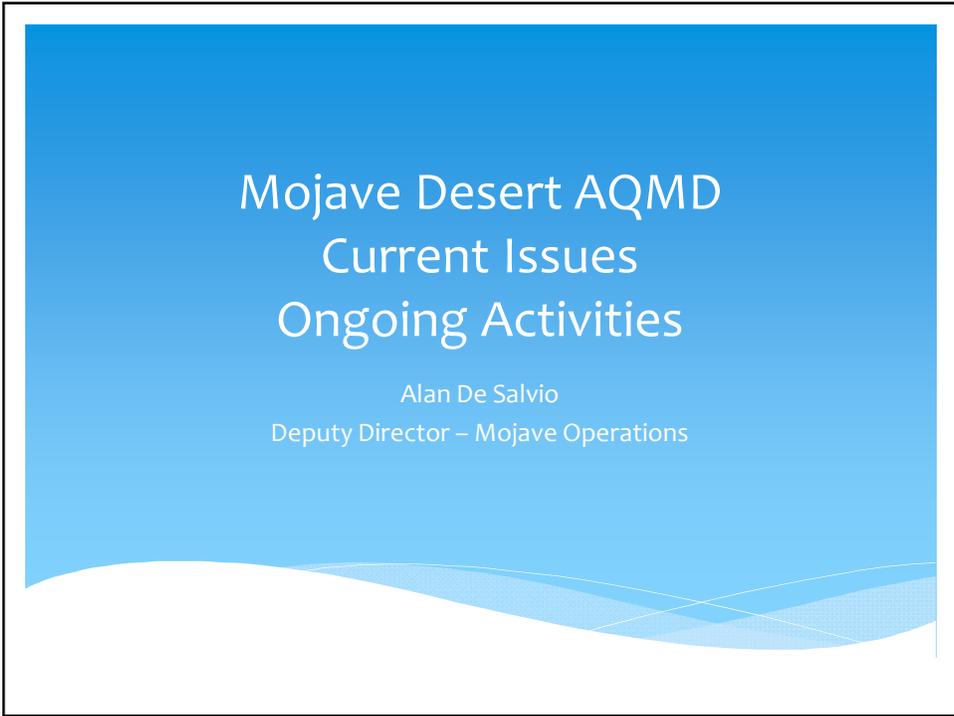
Steve Smith, Director of Planning

*Entity: COG, CTC*

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Approved  
Mountain-Desert Committee  
Date: September 16, 2016  
Witnessed By:



## Rural Desert District

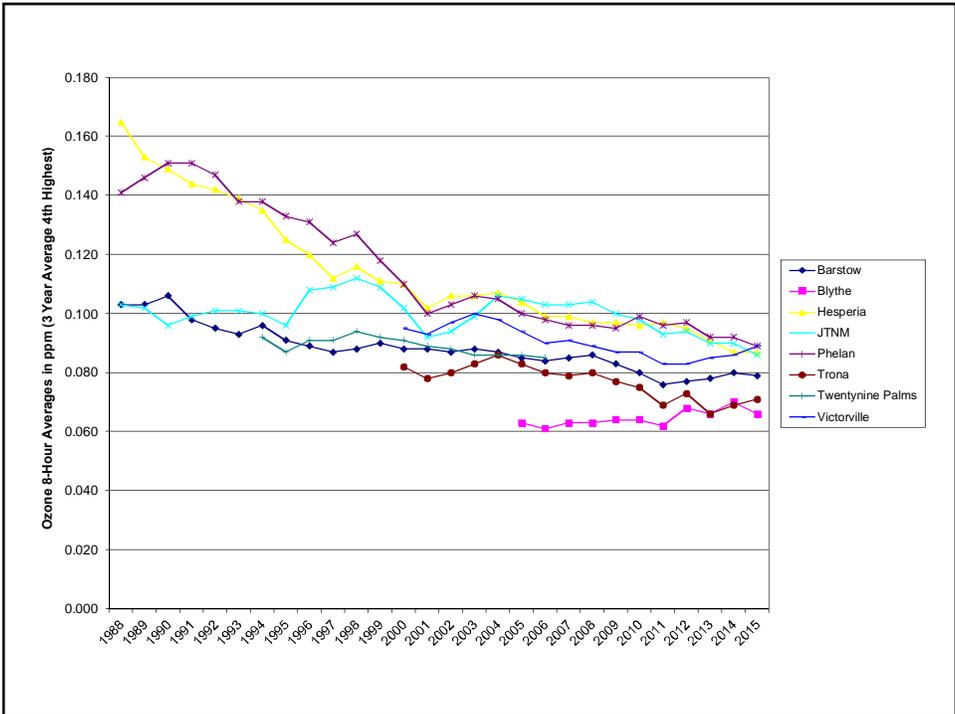
- \* Desert portions of San Bernardino and far eastern Riverside Counties
- \* Adjacent to and downwind of South Coast AQMD
- \* High ozone on SCAQMD border; less ozone far from SCAQMD border
- \* ~500,000 population vs ~17 million
- \* Mission statement balances environment and economic growth

## Current Issues

- \* Federal attainment requirements:
  - \* Cannot be addressed by local reductions; can only be achieved by upwind (reductions in SCAQMD)
  - \* SCAQMD and CARB address this requirement in SCAQMD AQMP (SCAQMD AQMP shows downwind attainment)
- \* Jobs/housing balance – still not enough jobs up the hill; many long commutes down the hill (vmt and emissions)

## Current Issues, Continued

- \* Las Vegas/River traffic – still exceeds Interstate 15 capacity. When will that high speed rail (or hyperloop, I am not picky) get finished? Or started?
- \* High wind dust exceptional events
- \* Wildfires – someone should phase these out (too much smoke)
- \* Latest Federal ozone standard (70 ppb) not expected to expand nonattainment area



## MDAQMD 75 ppb Ozone Plan

- \* Will be adopted this year, likely October or special November meeting
- \* Will show Severe-15 attainment (thanks to SCAQMD reductions)
- \* No Transportation Control Measures (beyond state measures)
- \* Will have SCAG-agreed transportation conformity budget

## Ongoing Issues

- \* Low profile on GHG
- \* Seeking delegation of all Federal air permitting (adding Prevention of Significant Deterioration to New Source Review) – more efficient, no other significant effect
- \* Federal and State mandates slowly tighten regulatory restrictions
- \* Natural gas transmission and storage coming under State scrutiny

## Conclusion

- \* MDAQMD tries to be business friendly by taking an educational approach first and eliminating red tape where possible
- \* Constant and continuous new legislative mandates are a counterforce
- \* Any questions?

## *Minute Action*

AGENDA ITEM: 5

**Date:** *September 16, 2016*

**Subject:**

Ten-Year Delivery Plan Proposed Project List - Mountain/Desert Subareas

**Recommendation:**

That the Mountain/Desert Policy Committee review and provide comments on the Mountain/Desert subareas proposed project lists for the 2016 Update to the Ten-Year Delivery Plan as listed in Attachments 1 and 2.

**Background:**

Development of the 2016 Update to the Ten-Year Delivery Plan (Delivery Plan) is currently underway and is anticipated for final approval in early 2017. One component of the update is developing the proposed project lists for the Mountain/Desert subareas Major Local Highways (MLH) Programs and Project Development/Traffic Management Systems (PD/TMS) Programs.

In March 2014, the SANBAG Board adopted the first update to the Measure I 2010-2040 Ten-Year Delivery Plan. The Delivery Plan is developed within the policy framework established by the voter-approved Measure I Expenditure Plan and the Measure I 2010-2040 Strategic Plan and provides a transparent list of projects that will be delivered during the ten-year period. Additionally, it enables SANBAG to meet the requirements of bond rating agencies for the future sale of bonds and provides the basis for the preparation of SANBAG's annual budget for capital projects. The proposed project list defines the current assumptions related to scope, schedule, and estimated project costs.

The Delivery Plan is intended to be a living document that is updated at least every two years to capture revisions to projects and assumptions, actual revenue received, and actions taken by the SANBAG Board. For the Victor Valley Subarea, staff is working extensively with Montague DeRose and Associates, LLC to develop a bonding strategy that will accelerate project delivery in accordance with Board-defined priorities.

The list of proposed projects is comprised of the projects that were identified in the 2014 Delivery Plan or those that have been defined as priorities since adoption of that plan. SANBAG staff has worked closely with City, Town, and County staff from all the Mountain/Desert subareas and incorporated project changes, additions, or deletions for the 2016 Delivery Plan project lists.

A preliminary step in developing the proposed project list in the 2016 Delivery Plan requires revenue forecasts in order to scale the Measure I Programs to revenue expectations. A combination of inflation and real growth are assumed in calculating Measure I revenue growth and escalates construction costs at a rate relative to the revenue inflation rates. Real growth data is based on a study completed in January 2016 by Dr. John Husing, a regional economic expert. Inflation rates are set at a rate that creates a reasonable estimate of overall revenue growth per

*Entity: CTC*

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recommendation of SANBAG's consultant, HdL Companies. Cost escalation rates typically follow inflation rates but at a higher base. SANBAG staff calculated total Measure I revenue projections through 2039/2040 using a combination of data from Dr. Husing and HdL Companies. The total Measure I revenue projection is \$6.9 billion (escalated), or \$5.4 billion in 2016 dollars.

Mountain/Desert Major Local Highways (MLH) Programs

Eligible uses of MLH Program funds include improving major streets and highways serving as primary routes of travel within subareas, leveraging other state and federal funds for transportation projects, and performing planning/project reports. MLH Programs are funded with 25% of the revenue collected within the subareas. Total MLH revenue projections and available funding by Mountain/Desert subarea for the period contained in the 2016 Delivery Plan, from FY 2015/2016 through FY 2024/2025, are shown in Table 1. Measure I Strategic Plan Policies 40013/VVMLH-28 and 40017/MDMLH-24 require reserving an amount equal to 20% of annual revenue. The reserve amount has been subtracted from the total revenue to determine total available funding per subarea.

**TABLE 1**  
**TOTAL MAJOR LOCAL HIGHWAYS PROGRAM REVENUE BY SUBAREA**

Mountain/Desert subarea	09/10 - 14/15 Actual Revenue	15/16 - 24/25 Projected Revenue	09/10 - 24/25 Bond Revenue*	09/10 - 24/25 Total Revenue	20% Annual Reserve 24/25	09/10-24/25 Total Available Funding
Colorado River	\$263,449	\$694,593	\$0	\$958,042	(\$16,093)	\$941,949
Morongo Basin	\$2,658,763	\$6,548,100	\$0	\$9,206,863	(\$148,882)	\$9,057,981
Mountains	\$2,308,710	\$5,804,180	\$0	\$8,112,890	(\$133,790)	\$7,979,100
North Desert	\$7,745,114	\$16,696,693	\$0	\$24,441,807	(\$391,232)	\$24,050,575
Victor Valley	\$18,763,999	\$50,962,986	\$7,377,695	\$77,104,681	(\$1,207,288)	\$75,897,394

\*Bond revenue represents the total of bond proceeds less interest and debt service.

City, Town, and County staff were asked to submit prioritized lists of eligible projects, including cost estimates, local and public share funding needs, and delivery schedules. Based upon the projected available funding, SANBAG staff assisted City, Town, and County staff in developing proposed project lists for 2016 Delivery Plan subarea allocations.

Equitable shares of allocations among jurisdictions were considered in developing each subarea MLH project list. For the Victor Valley Subarea, Strategic Plan Policy 40013/VVMLH-2(c) states, "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...." For the Rural subareas, Strategic Plan Policy 40017/MDMLH-2(a) states, "Allocations through the term of the Measure shall be made factoring in geographic equity through the subarea as adjusted to the account for the time-value of money...." City, Town, and County staff were generally in agreement that project programming through FY 2024/2025 should seek to achieve equitable fair-share allocations of MLH funds among jurisdictions. This applies only to MLH funds; no formal policy has been developed concerning the allocation of federal and state funding within subareas.

By subarea, Table 2 below shows the completed and proposed project funding totals for each jurisdiction through FY 2024/2025. Attachment 1 lists completed and proposed MLH projects by Mountain/Desert subarea, jurisdiction, and funding availability. Note that projects proposed for inclusion in the 2016 Delivery Plan that have already received an allocation from the SANBAG Board are indicated with an asterisk.

**TABLE 2**  
**COMPLETED AND PROPOSED PROJECT MLHP FUNDING TOTALS BY JURISDICTION**

COLORADO RIVER SUBAREA		Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
Needles	MLH PROJECTS THRU FY 24/25	\$5,728,130	\$408,290	\$0	\$3,339,840	\$1,980,000
SB County	MLH PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
<b>Total Subarea MLH thru FY24/25</b>		<b>\$5,728,130</b>	<b>\$408,290</b>	<b>\$0</b>	<b>\$3,339,840</b>	<b>\$1,980,000</b>

MORONGO BASIN SUBAREA		Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
Twentynine Palms	MLH PROJECTS THRU FY 24/25	\$9,966,202	\$2,750,000	\$400,000	\$3,155,390	\$3,660,812
Yucca Valley	MLH PROJECTS THRU FY 24/25	\$8,995,941	\$2,790,941	\$1,501,000	\$3,264,000	\$1,440,000
SB County	MLH PROJECTS THRU FY 24/25	\$2,811,000	\$2,811,000	\$0	\$0	\$0
Other	MLH PROJECTS THRU FY 24/25	\$578,382	\$578,382	\$0	\$0	\$0
<b>Total Subarea MLH thru FY24/25</b>		<b>\$22,351,525</b>	<b>\$8,930,323</b>	<b>\$1,901,000</b>	<b>\$6,419,390</b>	<b>\$5,100,812</b>

MOUNTAINS SUBAREA		Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
Big Bear	MLH PROJECTS THRU FY 24/25	\$6,110,000	\$2,400,000	\$1,200,000	\$2,510,000	\$0
SB County	MLH PROJECTS THRU FY 24/25	\$4,930,076	\$3,000,000	\$1,301,774	\$628,302	\$0
<b>Total Subarea MLH thru FY24/25</b>		<b>\$11,040,076</b>	<b>\$5,400,000</b>	<b>\$2,501,774</b>	<b>\$3,138,302</b>	<b>\$0</b>

NORTH DESERT SUBAREA		Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
Barstow	MLH PROJECTS THRU FY 24/25	\$99,173,277	\$11,085,282	\$16,963,406	\$1,995,365	\$69,129,224
SB County	MLH PROJECTS THRU FY 24/25	\$26,092,735	\$11,627,463	\$0	\$2,500,000	\$11,965,272
<b>Total Subarea MLH thru FY24/25</b>		<b>\$125,266,012</b>	<b>\$22,712,745</b>	<b>\$16,963,406</b>	<b>\$4,495,365</b>	<b>\$81,094,496</b>

VICTOR VALLEY SUBAREA		Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
Adelanto	MLH PROJECTS THRU FY 24/25	\$56,846,647	\$17,638,293	\$38,608,354	\$0	\$600,000
Apple Valley	MLH PROJECTS THRU FY 24/25	\$80,320,903	\$19,573,457	\$6,407,000	\$31,753,891	\$22,586,555
Hesperia	MLH PROJECTS THRU FY 24/25	\$114,509,264	\$28,595,988	\$38,544,553	\$45,343,077	\$2,892,903
Victorville	MLH PROJECTS THRU FY 24/25	\$110,230,131	\$32,046,036	\$31,436,281	\$38,828,618	\$7,919,196
SB County	MLH PROJECTS THRU FY 24/25	\$65,179,080	\$22,738,637	\$3,670,982	\$16,253,461	\$22,516,000
Other	MLH PROJECTS THRU FY 24/25	\$95,215,535	\$4,397,535	\$19,882,000	\$0	\$70,936,000
<b>Total Subarea MLH thru FY24/25</b>		<b>\$522,301,560</b>	<b>\$124,989,946</b>	<b>\$138,549,170</b>	<b>\$132,179,048</b>	<b>\$127,450,654</b>

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For each subarea, Table 3 shows by jurisdiction, its fair-share MLH funding, the total of MLH funding that already has been committed through agreements or the 2014 Delivery Plan, additional MLH funding requests based on the submitted locally-prioritized project lists, and the jurisdictions' available fair-share MLH funding balance at the end of FY 2024/2025.

**TABLE 3  
MAJOR LOCAL HIGHWAYS PROGRAM FUNDING SHARES BY JURISDICTION**

Mountain/Desert subarea	AGENCY FAIR-SHARE MLH THRU FY24/25	COMMITTED MLH FUNDING THRU FY24/25	ADDITIONAL MLH REQUESTED THRU FY24/25	TOTAL MLH FUNDING THRU FY24/25	FAIR-SHARE MLH BALANCE AS OF FY24/25
<b>Colorado River</b>					
Needles	\$470,974	\$408,290	\$0	\$408,290	\$62,684
SB County	\$470,974	\$0	\$0	\$0	\$470,974
Other	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>	<b>\$941,949</b>	<b>\$408,290</b>	<b>\$0</b>	<b>\$408,290</b>	<b>\$533,659</b>
<b>Morongo Basin *</b>					
Twentynine Palms	\$2,826,533	\$1,050,000	\$1,700,000	\$2,750,000	\$76,533
Yucca Valley	\$2,826,533	\$911,000	\$1,879,941	\$2,790,941	\$35,592
SB County	\$2,826,533	\$1,411,000	\$1,400,000	\$2,811,000	\$15,533
Other	\$578,382	\$578,382	\$0	\$578,382	\$0
<b>TOTALS</b>	<b>\$9,057,981</b>	<b>\$3,950,382</b>	<b>\$4,979,941</b>	<b>\$8,930,323</b>	<b>\$127,658</b>
<b>Mountains</b>					
Big Bear	\$3,989,550	\$2,400,000	\$0	\$2,400,000	\$1,589,550
SB County	\$3,989,550	\$3,000,000	\$0	\$3,000,000	\$989,550
Other	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>	<b>\$7,979,100</b>	<b>\$5,400,000</b>	<b>\$0</b>	<b>\$5,400,000</b>	<b>\$2,579,100</b>
<b>North Desert</b>					
Barstow	\$12,025,287	\$11,085,282	\$0	\$11,085,282	\$940,005
SB County	\$12,025,287	\$1,550,228	\$10,077,235	\$11,627,463	\$397,824
Other	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>	<b>\$24,050,575</b>	<b>\$12,635,510</b>	<b>\$10,077,235</b>	<b>\$22,712,745</b>	<b>\$1,337,830</b>
<b>Victor Valley **</b>					
Adelanto	\$14,299,972	\$17,638,293	\$0	\$17,638,293	(\$3,338,321)
Apple Valley	\$14,299,972	\$13,183,432	\$6,390,025	\$19,573,457	(\$5,273,485)
Hesperia	\$14,299,972	\$5,745,781	\$22,850,207	\$28,595,988	(\$14,296,017)
Victorville	\$14,299,972	\$6,104,712	\$25,930,224	\$32,034,936	(\$17,734,965)
SB County	\$14,299,972	\$6,326,088	\$16,003,036	\$22,329,124	(\$8,029,152)
Other	\$4,397,535	\$3,947,535	\$450,000	\$4,397,535	\$0
<b>TOTALS</b>	<b>\$75,897,394</b>	<b>\$52,945,841</b>	<b>\$71,623,493</b>	<b>\$124,569,333</b>	<b>(\$48,671,940)</b>

\* The SANBAG Board and the Morongo Basin subarea have not established a policy or agreement, respectively, requiring an equal split of Measure I between jurisdictions. The shares shown are for reference only.

\*\* The negative fair-share balances in the Victor Valley Subarea are based on projected revenue through FY 2024/2025 and indicate that bonding will be necessary to deliver the proposed projects. Bonding analysis is underway and will be addressed in a future item.

Project Development/Traffic Management Systems (PD/TMS) Programs

Eligible projects in PD/TMS Programs include corridor studies, project study reports, projects to improve traffic flow and maximize use of traffic facilities, congestion management, commuter assistance programs and programs which contribute to environmental enhancement associated with highway facilities. PD/TMS Programs are funded by 2% of the revenue collected within the subarea. Total PD/TMS revenue projections and available funding by Mountain/Desert subarea for the period contained in the 2016 Delivery Plan, from FY 2015/2016 through FY 2024/2025, are shown in Table 4. A 20% annual reserve is not required for PD/TMS revenue.

**TABLE 4**  
**TOTAL PROJECT DEVELOPMENT/TRAFFIC MANAGEMENT SYSTEM PROGRAM REVENUE BY SUBAREA**

Mountain/Desert subarea	09/10 - 14/15 Actual	15/16 - 24/25 Projected	09/10 – 24/25 Total	20% Annual Reserve 24/25	09/10-24/25 Total Available Funding
Colorado River	\$21,128	\$55,567	\$76,695	n/a	\$76,695
Morongo Basin	\$212,974	\$523,848	\$736,822	n/a	\$736,822
Mountains	\$185,378	\$464,334	\$649,712	n/a	\$649,712
North Desert	\$554,844	\$1,335,735	\$1,890,580	n/a	\$1,890,580
Victor Valley	\$1,545,547	\$4,077,039	\$5,622,586	n/a	\$5,622,586

PD/TMS Programs are managed on a pay-as-you-go basis. Completed and proposed PD/TMS project funding totals for each jurisdiction through FY 2024/2025 are found in Table 5 below. Attachment 2 lists completed PD/TMS projects by Mountain/Desert subarea, jurisdiction, and funding availability by fiscal year through FY 2015/2016. Note that projects proposed for inclusion in the 2016 Delivery Plan that have already received an allocation from the SANBAG Board are indicated with an asterisk.

**TABLE 5**  
**COMPLETED AND PROPOSED PROJECT PD/TMS FUNDING TOTALS BY JURISDICTION**

Agency	Project Name	Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
<b>COLORADO RIVER SUBAREA</b>						
Needles	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
SB County	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>Subarea PD/TMS thru FY24/25</b>	<b>\$29,544</b>	<b>\$29,544</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>MORONGO BASIN SUBAREA</b>						
Twentynine Palms	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Yucca Valley	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
SB County	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Other	PD/TMS PROJECTS THRU FY 24/25	\$203,075	\$203,075	\$0	\$0	\$0
<b>Total</b>	<b>Subarea PD/TMS thru FY24/25</b>	<b>\$203,075</b>	<b>\$203,075</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>MOUNTAINS SUBAREA</b>						
Big Bear	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
SB County	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Other	PD/TMS PROJECTS THRU FY 24/25	\$179,974	\$179,974	\$0	\$0	\$0
<b>Total</b>	<b>Subarea PD/TMS thru FY24/25</b>	<b>\$179,974</b>	<b>\$179,974</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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NORTH DESERT SUBAREA						
Barstow	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
SB County	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Other	PD/TMS PROJECTS THRU FY 24/25	\$138,575	\$138,575	\$0	\$0	\$0
<b>Total</b>	<b>Subarea PD/TMS thru FY24/25</b>	<b>\$138,575</b>	<b>\$138,575</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

VICTOR VALLEY SUBAREA						
Adelanto	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Apple Valley	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Hesperia	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Victorville	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
SB County	PD/TMS PROJECTS THRU FY 24/25	\$0	\$0	\$0	\$0	\$0
Other	PD/TMS PROJECTS THRU FY 24/25	\$3,713,988	\$3,713,988	\$0	\$0	\$0
<b>Total</b>	<b>Subarea PD/TMS thru FY24/25</b>	<b>\$3,713,988</b>	<b>\$3,713,988</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

For each subarea, Table 6 shows by jurisdiction, its fair-share funding, the total of PD/TMS funding that already has been committed through agreements or the 2014 Delivery Plan, additional PD/TMS funding requests based on the submitted prioritized project lists, and the jurisdictions' available fair-share PD/TMS funding balance at the end of FY 2024/2025.

TABLE 6

## PROJECT DEVELOPMENT/TRAFFIC MANAGEMENT SYSTEM PROGRAM FUNDING SHARES BY JURISDICTION

Mountain/Desert subarea	AGENCY FAIR-SHARE PD/TMS THRU FY24/25	COMMITTED PD/TMS FUNDING THRU FY24/25	ADDITIONAL PD/TMS REQUESTED THRU FY24/25	TOTAL PD/TMS FUNDING THRU FY24/25	FAIR-SHARE PD/TMS BALANCE AS OF FY24/25
<b>Colorado River</b>					
Needles	\$23,576	\$0	\$0	\$0	\$23,576
SB County	\$23,576	\$0	\$0	\$0	\$23,576
Other	\$29,544	\$29,544	\$0	\$29,544	\$0
<b>TOTALS</b>	<b>\$76,695</b>	<b>\$29,544</b>	<b>\$0</b>	<b>\$29,544</b>	<b>\$47,152</b>
<b>Morongo Basin</b>					
Twentynine Palms	\$177,916	\$0	\$0	\$0	\$177,916
Yucca Valley	\$177,916	\$0	\$0	\$0	\$177,916
SB County	\$177,916	\$0	\$0	\$0	\$177,916
Other	\$203,075	\$203,075	\$0	\$203,075	\$0
<b>TOTALS</b>	<b>\$736,822</b>	<b>\$203,075</b>	<b>\$0</b>	<b>\$203,075</b>	<b>\$533,747</b>
<b>Mountains</b>					
Big Bear	\$234,869	\$0	\$0	\$0	\$234,869
SB County	\$234,869	\$0	\$0	\$0	\$234,869
Other	\$179,974	\$179,974	\$0	\$179,974	\$0
<b>TOTALS</b>	<b>\$649,712</b>	<b>\$179,974</b>	<b>\$0</b>	<b>\$179,974</b>	<b>\$469,738</b>
<b>North Desert</b>					
Barstow	\$876,003	\$0	\$0	\$0	\$876,003
SB County	\$876,003	\$0	\$0	\$0	\$876,003
Other	\$138,575	\$138,575	\$0	\$138,575	\$0
<b>TOTALS</b>	<b>\$1,890,580</b>	<b>\$138,575</b>	<b>\$0</b>	<b>\$138,575</b>	<b>\$1,752,005</b>
<b>Victor Valley</b>					
Adelanto	\$381,720	\$0	\$0	\$0	\$381,720

## Mountain-Desert Committee Agenda Item

September 16, 2016

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Apple Valley	\$381,720	\$0	\$0	\$0	\$381,720
Hesperia	\$381,720	\$0	\$0	\$0	\$381,720
Victorville	\$381,720	\$0	\$0	\$0	\$381,720
SB County	\$381,720	\$0	\$0	\$0	\$381,720
Other	\$3,713,988	\$3,713,988	\$0	\$3,713,988	\$0
<b>TOTALS</b>	<b>\$5,622,586</b>	<b>\$3,713,988</b>	<b>\$0</b>	<b>\$3,713,988</b>	<b>\$1,908,598</b>

**Financial Impact:**

This item has no financial impact on the adopted 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

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Approved  
Mountain-Desert Committee  
Date: September 16, 2016

Witnessed By:

MEASURE I MOUNTAIN/DESERT SUBAREAS  
MAJOR LOCAL HIGHWAYS PROGRAM PROJECTS BY JURISDICTION

Agency	Project Name	Completed	Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
<b>COLORADO RIVER SUBAREA</b>							
<b>Needles</b>							
Completed	None		\$0	\$0	\$0	\$0	\$0
Proposed	* Needles Connector	2016/2017	\$5,728,130	\$408,290	\$0	\$3,339,840	\$1,980,000
<b>Total Needles</b>			<b>\$5,728,130</b>	<b>\$408,290</b>	<b>\$0</b>	<b>\$3,339,840</b>	<b>\$1,980,000</b>
<b>SB County</b>							
Completed	None		\$0	\$0	\$0	\$0	\$0
Proposed	TBD		\$0	\$0	\$0	\$0	\$0
<b>Total SB County</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Colorado River Subarea MLH Projects</b>			<b>\$5,728,130</b>	<b>\$408,290</b>	<b>\$0</b>	<b>\$3,339,840</b>	<b>\$1,980,000</b>
<b>MORONGO BASIN SUBAREA</b>							
<b>Twentynine Palms</b>							
Completed	* SR62: Canyon Road to Easy Street, widening	2012/2013	\$2,054,302	\$300,000	\$0	\$0	\$1,754,302
Completed	* National Park Road	2014/2015	\$1,700,000	\$200,000	\$400,000	\$250,000	\$850,000
Completed	* SR62/Encelia Traffic Signal	2014/2015	\$400,000	\$200,000	\$0	\$0	\$200,000
Completed	* SR62/Lear Traffic Signal	2014/2015	\$500,000	\$250,000	\$0	\$0	\$250,000
Proposed	* SR62/Encelia to Larrea Project AEA	2014/2016	\$1,161,900	\$100,000	\$0	\$455,390	\$606,510
Proposed	SR62 Street Improvement Project (Phase 2: Encelia to Larrea 4-lane improvements)	2021/2022	\$4,150,000	\$1,700,000	\$0	\$2,450,000	\$0
<b>Total Twentynine Palms</b>			<b>\$9,966,202</b>	<b>\$2,750,000</b>	<b>\$400,000</b>	<b>\$3,155,390</b>	<b>\$3,660,812</b>
<b>Yucca Valley</b>							
Completed	* SR62: Apache Trail to Palm Ave	2014/2015	\$2,886,000	\$135,000	\$723,000	\$588,000	\$1,440,000
Completed	* SR62: LaHonda to Dumosa	2014/2015	\$2,594,000	\$90,000	\$778,000	\$1,726,000	\$0
Completed	* SR62/Dumosa Traffic Signal #1	2014/2015	\$521,000	\$471,000	\$0	\$50,000	\$0
Completed	* SR62/Dumosa Traffic Signal #2	2015/2016	\$215,000	\$215,000	\$0	\$0	\$0
Proposed	Yucca Trail and Warren Vista Intersection Safety Improvements	2018/2019	\$686,242	\$461,242	\$0	\$225,000	\$0
Proposed	SR62/Sage Ave. Intersection Safety Improvements	2019/2020	\$705,113	\$480,113	\$0	\$225,000	\$0
Proposed	Yucca Trail and Joshua Lane Intersection Safety Improvements	2022/2023	\$623,687	\$398,687	\$0	\$225,000	\$0
Proposed	Yucca Trail and Palomar Ave. Intersection Safety Improvements	2022/2023	\$764,899	\$539,899	\$0	\$225,000	\$0
<b>Total Yucca Valley</b>			<b>\$8,995,941</b>	<b>\$2,790,941</b>	<b>\$1,501,000</b>	<b>\$3,264,000</b>	<b>\$1,440,000</b>
<b>SB County</b>							
Completed	None		\$0	\$0	\$0	\$0	\$0
Proposed	* Park Boulevard resurfacing	2016/2017	\$1,411,000	\$1,411,000	\$0	\$0	\$0
Proposed	Amboy Road Resurfacing Project 1 (15 miles)	2024/2025	\$1,400,000	\$1,400,000	\$0	\$0	\$0
<b>Total SB County</b>			<b>\$2,811,000</b>	<b>\$2,811,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other</b>							
Completed	* SR62/Rotary Way Traffic Signal	2013/2014	\$552,340	\$552,340	\$0	\$0	\$0
Completed	* Lear Ave: Montezuma to Pole Line Study	2013/2014	\$26,042	\$26,042	\$0	\$0	\$0
<b>Total Other</b>			<b>\$578,382</b>	<b>\$578,382</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Morongo Basin Subarea MLH Projects</b>			<b>\$22,351,525</b>	<b>\$8,930,323</b>	<b>\$1,901,000</b>	<b>\$6,419,390</b>	<b>\$5,100,812</b>

Attachment: Att 1 - 2016 MD 10Yr Plan MLH List (2948 : 10 Year Delivery Plan Proposed Project List)

MEASURE I MOUNTAIN/DESERT SUBAREAS  
MAJOR LOCAL HIGHWAYS PROGRAM PROJECTS BY JURISDICTION

Agency	Project Name	Completed	Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
<b>MOUNTAINS SUBAREA</b>							
<b>Big Bear</b>							
Completed	* Village "L" Street Improvements (Village and Pine Knot)	2013/2014	\$4,910,000	\$1,200,000	\$1,200,000	\$2,510,000	\$0
	Village "L" Street Improvements (Village and Pine Knot) - Advanced						
Proposed	* Expenditure Agreement	2015-2022	\$1,200,000	\$1,200,000	\$0	\$0	\$0
<b>Total Big Bear</b>			<b>\$6,110,000</b>	<b>\$2,400,000</b>	<b>\$1,200,000</b>	<b>\$2,510,000</b>	<b>\$0</b>
<b>SB County</b>							
Completed	* Maple Lane	2012/2013	\$1,930,076	\$0	\$1,301,774	\$628,302	\$0
Proposed	* Arrowbear Road bridge replacement	2018/2019	\$3,000,000	\$3,000,000	\$0	\$0	\$0
<b>Total SB County</b>			<b>\$4,930,076</b>	<b>\$3,000,000</b>	<b>\$1,301,774</b>	<b>\$628,302</b>	<b>\$0</b>
<b>Total Mountains Subarea MLH Projects</b>			<b>\$11,040,076</b>	<b>\$5,400,000</b>	<b>\$2,501,774</b>	<b>\$3,138,302</b>	<b>\$0</b>
<b>NORTH DESERT SUBAREA</b>							
<b>Barstow</b>							
Completed	* Lenwood Road Grade Separation (Barstow)	2014/2015	\$28,870,044	\$3,581,662	\$16,361,063	\$1,995,365	\$6,931,954
Proposed	* First Avenue Bridge over BNSF	2019/2020	\$42,732,800	\$4,324,749	\$602,343	\$0	\$37,805,708
Proposed	* First Avenue Bridge over Mojave River	2020/2021	\$27,570,433	\$3,178,871	\$0	\$0	\$24,391,562
<b>Total Barstow</b>			<b>\$99,173,277</b>	<b>\$11,085,282</b>	<b>\$16,963,406</b>	<b>\$1,995,365</b>	<b>\$69,129,224</b>
<b>SB County</b>							
Completed	* Lenwood Road Grade Separation (County)	2014/2015	\$2,500,000	\$0	\$0	\$2,500,000	\$0
Proposed	* Baker Boulevard Bridge	2020/2021	\$13,515,500	\$1,550,228	\$0	\$0	\$11,965,272
Proposed	National Trails Highway, Ft. Cady to Lavic	2016/2017	\$2,800,000	\$2,800,000	\$0	\$0	\$0
Proposed	Ft. Irwin Road Chip Seal Project	2022/2023	\$3,077,235	\$3,077,235	\$0	\$0	\$0
Proposed	National Trails Highway resurfacing	2024/2025	\$4,200,000	\$4,200,000	\$0	\$0	\$0
<b>Total SB County</b>			<b>\$26,092,735</b>	<b>\$11,627,463</b>	<b>\$0</b>	<b>\$2,500,000</b>	<b>\$11,965,272</b>
<b>Total North Desert Subarea MLH Projects</b>			<b>\$125,266,012</b>	<b>\$22,712,745</b>	<b>\$16,963,406</b>	<b>\$4,495,365</b>	<b>\$81,094,496</b>
<b>VICTOR VALLEY SUBAREA</b>							
<b>Adelanto</b>							
Proposed	* US395/Widening Project: Phase 1	2012/2013	\$56,846,647	\$17,638,293	\$38,608,354	\$0	\$600,000
<b>Total Adelanto</b>			<b>\$56,846,647</b>	<b>\$17,638,293</b>	<b>\$38,608,354</b>	<b>\$0</b>	<b>\$600,000</b>
<b>Apple Valley</b>							
Completed	* Yucca Loma Bridge	2015/2016	\$35,539,893	\$9,585,952	\$6,407,000	\$19,546,941	\$0
Proposed	* Yucca Loma Road	2016/2017	\$13,294,400	\$3,597,480	\$0	\$4,396,920	\$5,300,000
Proposed	Apple Valley Road/SR18 Realignment	2017/2018	\$4,909,267	\$2,209,170	\$0	\$2,700,097	\$0
Proposed	Bear Valley Road Bridge over Mojave River	2018/2019	\$19,526,212	\$1,007,845	\$0	\$1,231,811	\$17,286,555
Proposed	Yucca Loma Road/Apple Valley Blvd. to Rincon Rd.	2018/2019	\$7,051,132	\$3,173,009	\$0	\$3,878,123	\$0
<b>Total Apple Valley</b>			<b>\$80,320,903</b>	<b>\$19,573,457</b>	<b>\$6,407,000</b>	<b>\$31,753,891</b>	<b>\$22,586,555</b>
<b>Hesperia</b>							
Completed	* I-15 Rancho Road Interchange	2014/2015	\$58,912,653	\$5,745,781	\$38,544,553	\$12,596,672	\$2,892,903
Proposed	Rancho Road from Topaz Ave. to 7th Ave.	2019/2020	\$25,532,629	\$10,493,911	\$0	\$15,038,719	\$0
Proposed	Main Street Widening from Hwy 395 to 11th Ave.	2023/2024	\$30,063,982	\$12,356,297	\$0	\$17,707,686	\$0
<b>Total Hesperia</b>			<b>\$114,509,264</b>	<b>\$28,595,988</b>	<b>\$38,544,553</b>	<b>\$45,343,077</b>	<b>\$2,892,903</b>

Attachment: Att 1 - 2016 MD 10Yr Plan MLH List (2948 : 10 Year Delivery Plan Proposed Project List)

MEASURE I MOUNTAIN/DESERT SUBAREAS  
MAJOR LOCAL HIGHWAYS PROGRAM PROJECTS BY JURISDICTION

Agency	Project Name	Completed	Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
<b>Victorville</b>							
Completed	* I-15 LaMesa/Nisqualli Interchange	2013/2014	\$69,242,000	\$4,864,247	\$27,854,728	\$32,823,025	\$3,700,000
Proposed	* Green Tree Extension (PS&E/ROW City Share)	2017/2018	\$4,822,018	\$1,240,465	\$3,581,553	\$0	\$0
Proposed	Green Tree Extension (Const. City Share)	2018-2020	\$36,166,113	\$25,941,324	\$0	\$6,005,593	\$4,219,196
<b>Total Victorville</b>			<b>\$110,230,131</b>	<b>\$32,046,036</b>	<b>\$31,436,281</b>	<b>\$38,828,618</b>	<b>\$7,919,196</b>
<b>SB County</b>							
Completed	* Rancho Road at Escondido Intersection	2013/2014	\$2,652,461	\$1,006,393	\$0	\$1,646,068	\$0
Completed	* Yates Road (Yucca Loma Corridor)	2015/2016	\$10,492,330	\$5,319,695	\$3,305,000	\$1,867,635	\$0
Proposed	* Green Tree Extension (PS&E/ROW County share)	2017/2018	\$365,982	\$0	\$365,982	\$0	\$0
Proposed	Rancho Road: Mariposa to Hesperia CL	2019/2020	\$13,249,503	\$7,750,959	\$0	\$5,498,544	\$0
Proposed	Rock Springs Road Bridge over the Mojave River	2018/2019	\$34,757,742	\$5,239,466	\$0	\$7,002,276	\$22,516,000
Proposed	Green Tree Extension (Const. County share)	2018/2019	\$3,661,062	\$3,422,124	\$0	\$238,938	\$0
<b>Total SB County</b>			<b>\$65,179,080</b>	<b>\$22,738,637</b>	<b>\$3,670,982</b>	<b>\$16,253,461</b>	<b>\$22,516,000</b>
<b>Other</b>							
Completed	* SR138, widen two to four lanes - Phase 1	2015/2016	\$87,181,000	\$0	\$16,245,000	\$0	\$70,936,000
Proposed	* High Desert Corridor	2014/2015	\$3,947,535	\$3,947,535	\$0	\$0	\$0
	* I-15 Widening Project, Phase 2	2016/2017	\$3,637,000	\$0	\$3,637,000	\$0	\$0
Proposed	* High Desert Corridor R/W Preservation	2015/2016	\$450,000	\$450,000	\$0	\$0	\$0
<b>Total Other</b>			<b>\$95,215,535</b>	<b>\$4,397,535</b>	<b>\$19,882,000</b>	<b>\$0</b>	<b>\$70,936,000</b>
<b>Total Victor Valley Subarea MLH Projects</b>			<b>\$522,301,560</b>	<b>\$124,989,946</b>	<b>\$138,549,170</b>	<b>\$132,179,048</b>	<b>\$127,450,654</b>

\* Allocation has been approved by SANBAG Board

Attachment: Att 1 - 2016 MD 10Yr Plan MLH List (2948 : 10 Year Delivery Plan Proposed Project List)

PROJECT DEVELOPMENT/TRAFFIC MANAGEMENT SYSTEMS PROGRAM PROJECTS BY JURISDICTION

Agency	Project Name	Completed	Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
<b>COLORADO RIVER SUBAREA</b>							
<b>Needles</b>	None		\$0	\$0	\$0	\$0	\$0
	<i>Total Needles</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>SB County</b>	None		\$0	\$0	\$0	\$0	\$0
	<i>Total SB County</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>Other</b>							
<i>Proposed thru 24/25</i> *	Mtn/Des Planning & Project Development	2016-2025	\$29,544	\$29,544	\$0	\$0	\$0
	<i>Total Other</i>		<i>\$29,544</i>	<i>\$29,544</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
	<b>Total Colorado River Subarea PD/TMS Projects</b>		<b>\$29,544</b>	<b>\$29,544</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>MORONGO BASIN SUBAREA</b>							
<b>Twentynine Palms</b>	None		\$0	\$0	\$0	\$0	\$0
	<i>Total Twentynine Palms</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>Yucca Valley</b>	None		\$0	\$0	\$0	\$0	\$0
	<i>Total Yucca Valley</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>SB County</b>	None		\$0	\$0	\$0	\$0	\$0
	<i>Total SB County</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>Other</b>							
<i>Completed</i> *	Morongo Basin Traffic Study	2014/2015	\$64,500	\$64,500	\$0	\$0	\$0
<i>Proposed thru 24/25</i> **	Subregional Planning	2016-2025	\$35,971	\$35,971	\$0	\$0	\$0
<i>Proposed thru 24/25</i> **	Mtn/Des Planning & Project Development	2016-2025	\$102,604	\$102,604	\$0	\$0	\$0
	<i>Total Other</i>		<i>\$203,075</i>	<i>\$203,075</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
	<b>Total Morongo Basin Subarea PD/TMS Projects</b>		<b>\$203,075</b>	<b>\$203,075</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>MOUNTAINS SUBAREA</b>							
<b>Big Bear</b>	None		\$0	\$0	\$0	\$0	\$0
	<i>Total Big Bear</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>SB County</b>	None		\$0	\$0	\$0	\$0	\$0
	<i>Total SB County</i>		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>Other</b>							
<i>Underway</i> *	Mountain Area Traffic Study	2016/2017	\$144,003	\$144,003	\$0	\$0	\$0
<i>Proposed thru 24/25</i> **	Subregional Planning	2016-2025	\$35,971	\$35,971	\$0	\$0	\$0
	<i>Total Other</i>		<i>\$179,974</i>	<i>\$179,974</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
	<b>Total Mountains Subarea PD/TMS Projects</b>		<b>\$179,974</b>	<b>\$179,974</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Attachment: Att 2 - 2016 MD 10Yr Plan PDTMS List (2948 : 10 Year Delivery Plan Proposed Project List)

PROJECT DEVELOPMENT/TRAFFIC MANAGEMENT SYSTEMS PROGRAM PROJECTS BY JURISDICTION

Agency	Project Name	Completed	Total Project Cost	Total MLH Funds	Total SANBAG Fed/State	Total Local Funds	Total Other Funds
<b>NORTH DESERT SUBAREA</b>							
<b>Barstow</b>	None		\$0	\$0	\$0	\$0	\$0
	<b>Total Barstow</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SB County</b>	None		\$0	\$0	\$0	\$0	\$0
	<b>Total SB County</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other</b>							
Proposed thru 24/25	** Subregional Planning FY16/17	2016-2025	\$35,971	\$35,971	\$0	\$0	\$0
Proposed thru 24/25	** Mtn/Des Planning & Project Develop FY16/17	2016-2025	\$102,604	\$102,604	\$0	\$0	\$0
	<b>Total Other</b>		<b>\$138,575</b>	<b>\$138,575</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total North Desert Subarea PD/TMS Projects</b>		<b>\$138,575</b>	<b>\$138,575</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>VICTOR VALLEY SUBAREA</b>							
<b>Adelanto</b>	None		\$0	\$0	\$0	\$0	\$0
	<b>Total Adelanto</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Apple Valley</b>	None		\$0	\$0	\$0	\$0	\$0
	<b>Total Apple Valley</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Hesperia</b>	None		\$0	\$0	\$0	\$0	\$0
	<b>Total Hesperia</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Victorville</b>	None		\$0	\$0	\$0	\$0	\$0
	<b>Total Victorville</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SB County</b>	None		\$0	\$0	\$0	\$0	\$0
	<b>Total SB County</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other</b>							
Completed	* SANBAG Alternative Financing Study	2014/2015	\$120,312	\$120,312	\$0	\$0	\$0
Completed	* SANBAG Traveler Services	2014/2015	\$73,798	\$73,798	\$0	\$0	\$0
Completed	* SANBAG Congestion Management	2014/2015	\$44,462	\$44,462	\$0	\$0	\$0
Underway	* High Desert Corridor Passenger Rail Rev Study	2015/2016	\$200,000	\$200,000	\$0	\$0	\$0
Underway	* High Desert Corridor	2014/2015	\$500,000	\$500,000	\$0	\$0	\$0
Proposed	** Vanpool Program FY16/17	2016/2017	\$20,600	\$20,600	\$0	\$0	\$0
Proposed	** Traveler Services FY16/17	2016/2017	\$104,100	\$104,100	\$0	\$0	\$0
Proposed thru 24/24	** Congestion Management Program FY16/17	2016-2025	\$272,601	\$272,601	\$0	\$0	\$0
Proposed thru 24/25	** Subregional Planning FY16/17	2016-2025	\$1,872,873	\$1,872,873	\$0	\$0	\$0
Proposed thru 24/25	** Mtn/Des Planning & Project Develop FY16/17	2016-2025	\$505,242	\$505,242	\$0	\$0	\$0
	<b>Total Other</b>		<b>\$3,713,988</b>	<b>\$3,713,988</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Victor Valley Subarea PD/TMS Projects</b>		<b>\$3,713,988</b>	<b>\$3,713,988</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\* Allocation has been approved by SANBAG Board

\*\*2016/2017 allocation has been approved by SANBAG Board in FY2016/2017 Budget, amounts include proposed future allocations



## *Minute Action*

AGENDA ITEM: 6

**Date:** *September 16, 2016*

**Subject:**

Green Tree Boulevard Loan Agreement with the City of Victorville

**Recommendation:**

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

Approve Contract No. 16-1001481, a term loan agreement in an amount not to exceed \$12,511,320 with the City of Victorville for the Green Tree Boulevard Extension Project, pursuant to Victor Valley Policy 40013 VVMLH-32.

**Background:**

San Bernardino County Transportation Authority (SANBAG) approved in concept a loan to the City of Victorville for two-thirds of the estimated local Development Impact Fees (DIF) share for the Green Tree Boulevard Extension Project to facilitate project delivery. On May 4, 2016, the SANBAG Board approved a term loan agreement with the City of Victorville for this project in an amount of \$12,541,940 that has not yet been executed by the City of Victorville. Subsequent to this action, the City of Victorville approved repurposing \$4.2 million of federal earmark funds to the project, which per the terms of Measure I will reduce both the DIF and Public Share, thus reducing the loan amount required. In addition, the most recently completed cost estimated shows an increase of approximately \$4 million in the total project cost since May 2016.

Contract No. 16-1001481 has been modified from that presented to the Board in May 2016 to reflect the addition of the earmark funds to the project and the updated construction cost estimate. Per the terms of the loan program, the City will be responsible for one-third of the reduced DIF share, or \$6,255,660, and SANBAG will loan two-thirds of the reduced DIF share, or \$12,511,320. The loan, plus any accrued bonding costs that may be included in the loan if bonding is required, will be applied to the City's share of Victor Valley Major Local Highway Program funds.

The loan follows the Development Mitigation Fair Share Loans and Loan Repayment Program under Victor Valley Policy 40013/VVMLH-32 and the loan template dated May 4, 2016, recommended for Board approval. Besides the DIF loan principal amount, there are additional costs to the City. There is a \$2,750 loan fee for administrative costs and the City of Victorville will be responsible for the pro rata share of any costs associated with bonds incurred by SANBAG, including interest expense.

A preliminary analysis of Measure I Major Local Highway Program fund needs in the 2016 update to the Ten-Year Delivery Plan indicates that bonding will be necessary to accommodate

*Entity: CTA*

Mountain-Desert Committee Agenda Item

September 16, 2016

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this loan. SANBAG will bond for up to the loan amount against the City's equitable share of Measure I Major Local Highway Program funds, with the debt service to be paid by those funds. DIF funds will reimburse the Major Local Highway Program fund as they are collected and will credit the City's equitable share of those funds.

Per the agreement, on an annual basis the City will transfer to SANBAG all uncommitted DIF collected in the prior fiscal year until the loan amount is paid in full. The total of Committed DIF as identified in Exhibit B is \$6.7 million plus 15% of future Road DIF revenue for Credit Agreement obligations.

In accordance with the term loan agreement and Policy 40013/VVMLH-32, if full repayment does not occur by the end of Measure I 2010-2040, the repayment obligation to the Major Local Highway Program will be considered fulfilled given that sufficient development has not occurred.

***Financial Impact:***

This item is consistent with the Fiscal Year 2016/2017 SANBAG Budget.

***Reviewed By:***

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

***Responsible Staff:***

Eric Jacobsen, Chief of Fund Administration and Programming

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Approved  
Mountain-Desert Committee  
Date: September 16, 2016

Witnessed By:

**General Contract Information**

16 10014 1 / 0 02324

09/07/2016  6/30/2030

15 1001115

Dollar Amount			
	12 514 070 00		
(Inclusive of Prior Amendments)		(Inclusive of Prior Amendments)	
	12 514 070 00		
		(Contract Value and Contingency)	12 514 070 00

**Contract Authorization**

\_\_\_\_\_  
 \_\_\_\_\_  
09/07/2016  
16 10014 1

**Contract Management: Payable/Miscellaneous**

20     
 \_\_\_\_\_  
  / /    
 \_\_\_\_\_

**Contract Management: Receivable**

76 /  \_\_\_\_\_  
  \_\_\_\_\_  \_\_\_\_\_

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

**Additional Information**

12 511 320 2 750

Attachment: 16-1001481 CSS Green Tree Term Loan [Revision 6] (2970 : Green Tree Boulevard Loan Agreement)

**MEASURE I VICTOR VALLEY SUBAREA MAJOR LOCAL HIGHWAYS PROGRAM**

**TERM LOAN AGREEMENT**

**(Policy 40013 VVMLH-32)**

**CITY OF VICTORVILLE**

**GREEN TREE BOULEVARD EXTENSION PROJECT**

**CONTRACT 16-1001481**

This Term Loan Agreement, nominally dated September 7, 2016, is entered into on the Effective Date by and between the City of Victorville (Borrower), and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.

**RECITALS**

- A. On January 6, 2016, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM Measure I Strategic Plan Policy 400013, sub-policy VVMLH-32.
- B. On February 11, 2015, Borrower and Lender entered into Contract No. 15-1001115 setting forth the funding and other obligations of Borrower and Lender for all phases of the Green Tree Boulevard Extension Project in the City of Victorville.
- C. Under Contract No. 15-1001115 Borrower is obligated to fund the Local Share of estimated Project Costs (defined below) which amount is currently estimated to be \$18,766,980 based upon projected 2019 construction costs.
- D. Pursuant to a separate Project Local Share funding agreement between Borrower, Town of Apple Valley (the “Town”) and the County of San Bernardino (the “County”) to be entered into prior to or simultaneously with this Agreement, Town and County are obligated to contribute to the Local Share as follows: Town is obligated to contribute \$3,981,600 based on the Nexus Study Fair Share of the La Mesa/Nisqualli interchange actual construction costs and the County is obligated to contribute an estimated amount of \$1,040,901 which amount is comprised of \$325,000 as established by the Nexus Study Fair Share for the La Mesa/Nisqualli

interchange and approximately \$716,901 which is the Nexus Study Fair Share for the estimated cost of the improvements within the County's jurisdiction related to the Project.

E. Borrower's obligations and Lender's rights under this Loan Agreement shall not be impaired, impacted or affected in any way by Town and County's performance, or failure to perform or make payments, under the Project Local Share funding agreement.

F. Borrower has requested that Lender loan Borrower two-thirds of the estimated Local Share of Project Costs (under the terms of sub-policy VVMLH-32) in an amount currently estimated to be \$12,511,320 from Borrower's Major Local Highway Program funds.

**In consideration** of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

### ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

**Agreement** means this Term Loan Agreement, nominally dated September 7, 2016, entered into between Borrower and Lender, as it may be amended from time to time.

**Agreement Termination Date** means the date as described in Section 3.9.

**Bond Costs** means the pro rata share of any reasonable costs associated with the issuance of any bonds needed to fund Draws. Pursuant to Measure I Policy 40013, VVMLH-32, subsection L.6.j any additional cost of administration of the loan or the bond incurred by SANBAG will be included as a cost to be borne by the Borrower jurisdiction and may be included in the loan.

**Borrower** means the City of Victorville, a California city and municipal corporation.

**Collateral** means Borrower's Uncommitted Development Impact Fees and Victor Valley Major Local Highways Program funds up to the Loan Amount, as more fully described in Exhibit "A".

**Contract No. 15-1001115** means the Contract between the City of Victorville and the San Bernardino County Transportation Authority for the Plans Specifications and Estimate, Right-of-Way, and Construction Phases of Green Tree Boulevard Extension Project.

**Cost Buy-Down for Project** means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Victor Valley Major Local Highways Program Policy 40013 IV.J. after which Local Share and Public Share are applied.

**Development Impact Fees** or **DIF** means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as a result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

**Development Mitigation Annual Report** means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SANBAG Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

**Draw** means an advance made by Lender from Borrower's Major Local Highways Program funds or Measure I bond funds in order to pay for the Local Share of Project Costs as part of the Loan Amount.

**Effective Date** means the date this Agreement is executed by Lender.

**Lender** means the San Bernardino County Transportation Authority.

**Lien** means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

**Loan Amount** means the total amount of all Draws outstanding and unpaid by Borrower, currently estimated to be \$12,511,320 but which amount will be adjusted when actual construction costs for the Project are known.

**Loan Due Date** means the last day of the tenth (10<sup>th</sup>) year subsequent to the issuance of the Notice of Completion for the Project.

**Loan Fee** means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

**Local Share** means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study (forty-nine percent (49%) for portions of the project within the City of Victorville and seventeen and eight-tenths percent (17.8%) for portions of the project within the County of San Bernardino. The Local Share is estimated to be \$18,766,980. Pursuant to a separate Project Local Share funding agreement between Borrower, Town and County, Town and County are responsible to Borrower for payment of their portions of the Local Share.

**Local Share Project Cost Deposit** means one-third of the Local Share for the Project, which is currently estimated to be six million, two hundred fifty-five thousand, six hundred sixty

dollars (\$6,255,660). Pursuant to a separate Project Local Share funding agreement between Borrower, Town and County, Town and County are responsible to Borrower for payment of their portions of the Borrower's Local Share Project Cost Deposit. The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

**Local Streets Program Funds** means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

**Major Local Highways Program Policy** means the MLH Program Measure I 2010-2040 Strategic Plan set forth in Policy 40013 adopted by the SANBAG Board April 1, 2009, as revised July 7, 2010, March 4, 2015, and January 6, 2016.

**Measure I** means the one-half of one percent ( $1/2\%$ ) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

**MLH** means Major Local Highways.

**Nexus Study** means that study approved by the SANBAG Board on February 3, 2016, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

**Person** means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

**Project** means the Green Tree Boulevard Extension Project in the City of Victorville, as more fully described in Contract No. 15-1001115.

**Project Costs** means the total cost of the Project, which are currently estimated to be \$45,083,625.

**Project Phase** means the Preliminary Engineering and Environmental Document, Plans, Specifications and Estimate work, Right-of-Way work, or Construction work for the Project.

**Public Share** means the share of Project Costs assigned as SANBAG’s contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

**SANBAG** means the San Bernardino County Transportation Authority.

**Term Loan** means Lender’s lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

**Uncommitted Development Impact Fees** means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement for which, as of the Effective Date, Borrower has not made previous commitments as listed in Exhibit “B”.

**Victor Valley Major Local Highways Program or Major Local Highways Program** means the Measure I program in the Victor Valley subarea more fully described in Policy 40013 that provides funds through a reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any project allocated Victor Valley Major Local Highways Program funding by the SANBAG Board of Directors. The amount of Victor Valley Major Local Highways Program funds available to each jurisdiction in the Victor Valley subarea shall be approximately equivalent over the life of Measure I.

## ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay the Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount.

2.2 Term Loan Draws. As the Project moves forward, Borrower shall send an invoice to SANBAG with adequate documentation as required by Measure I policies, not more frequently than monthly, invoicing SANBAG for two-thirds of the Local Share of Project Costs incurred by Borrower to date. Lender shall make a payment to Borrower which shall be a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the Source of Loan Draws shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 Source of Loan Draws. The sole sources of any Draws shall be Borrower’s Victor Valley Major Local Highways Program funds or Measure I bond funds.

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Victor Valley Major Local Highways Program and

Local Streets Program funds. Borrower understands and agrees that Draws paid shall be used by Borrower solely for payment of the Local Share of Project Costs, and Draws shall not be paid directly to Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

### **ARTICLE THREE—GENERAL CREDIT PROVISIONS**

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Intentionally Omitted

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body: authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement and the amount of Bond Costs, if any, to be allocated to Borrower.

3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit "A". Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than September 30 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date Borrower issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SANBAG's records as a reduction of the Loan Amount.

3.5 Release of Funds. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall reduce the allocation of Victor Valley Major Local Highways Program funds to this Project that have been paid as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment, and these released funds will be available

for future allocation by the SANBAG Board of Directors to Borrower's other MLH-eligible projects.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.

3.10 Bond Costs. Borrower agrees that: 1) Bond Costs are not included in the Loan Amount; 2) Bond Costs will be paid from the Major Local Highway Program fund; and 3) the availability of the Major Local Highway Program funds for Borrower's other projects will be reduced by the amount of the Bond Costs.

#### **ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year 2014/2015 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2015 and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Commitments list. Borrower represents and warrants to Lender that the DIF Commitments list, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of commitments and amounts of commitments of Development Impact Fees as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

## **ARTICLE FIVE—AFFIRMATIVE COVENANTS**

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received through submission of its Development Mitigation Annual Report.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for three (3) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five-Year Measure I Capital Project Needs Analysis Disclosure. Include in its Five-Year Measure I Capital Project Needs Analysis the amount of this Loan, the use of the Loan funds and the Borrower's plan for repayment of the Loan.

5.5 Intentionally Omitted

5.6 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

5.8 Insurance. To include in all contracts between Borrower and contractors for the Project the requirement that SANBAG be named as an additional insured under general liability insurance policies maintained by the contractor for the Project.

## **ARTICLE SIX—NEGATIVE COVENANTS**

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

## ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default. An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable (“Monetary Event of Default”); or any other breach or default (“Non-Monetary Event of Default”) by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the “Applicable Cure Period”), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender's sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 withhold Victor Valley Major Local Highways Program funds or Local Streets Program funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SANBAG's Development Mitigation Fair Share Loans and Loan Repayment program under Victor Valley Major Local Highways Program Measure I Strategic Plan Policy 40013, sub-policy VVMLH-32;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower's sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

### ARTICLE EIGHT—GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally delivered, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower

City of Victorville  
Attention: City Manager  
14343 Civic Drive  
Victorville, CA 92393  
Fax No.:(760) 245-7243

To: Lender

SANBAG  
Attention: Executive Director  
1170 W. Third Street  
San Bernardino, CA 92410  
Fax No.: (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Indemnification. Neither Lender 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 Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, 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 Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement. Borrower's indemnification obligation applies to Lender's "active" as well as "passive" negligence but does not apply to Lender's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8.8 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (i) collecting any sum which becomes due Lender under this Agreement, or (ii) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.10 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender's security interest in the Collateral.

8.11 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.12 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and

preparation of this Agreement. Therefore, the language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.13 Exhibits. Exhibit “A” (Collateral) and Exhibit “B” (DIF Commitments) and are attached to and incorporated into this Agreement by this reference.

8.14 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.15 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

**CITY OF VICTORVILLE**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Gloria Garcia, Mayor

By: \_\_\_\_\_  
Robert A. Lovingood, President

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Andre de Bortnowsky  
City Attorney

\_\_\_\_\_  
Eileen Monaghan Teichert,  
General Counsel

ATTEST

By: \_\_\_\_\_  
Carolee Bates, City Clerk

\_\_\_\_\_  
Jeffery Hill, Procurement Manager

**EXHIBIT “A”****COLLATERAL FOR TERM LOAN AGREEMENT NO. 16-1001481**

1. Any and all of the City of Victorville Uncommitted Development Impact Fees received by or to be received by the City of Victorville, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of Victorville locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the commitments identified in Exhibit “B”.
  
2. Any and all of City of Victorville Measure I Victor Valley Major Local Highways Program funds up to the amount of twelve million, five hundred eleven thousand, three hundred twenty dollars (\$12,511,320). Victor Valley Major Local Highways Program funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City of Victorville for expenditure on Nexus Study major street and highway projects after allocation by the SANBAG Board of Directors.

## EXHIBIT "B"

## DIF COMMITMENTS AND AMOUNTS

ITEM	DIF COMMITTED PROJECT	DIF AMOUNT COMMITTED	STATUS (Phase)
1	I-15 / La Mesa / Nisqualli Interchange	\$ 6,441,786	Construction
2	Tract 17131 Legacy Homes DIF Credit Agreement	\$ 178,638	
3	Tract 17133 Legacy Homes DIF Credit Agreement	\$ 106,461	
4	15% set-aside of future Road DIF revenue for future Credit Agreement obligations	\$ TBD	-
	<b>TOTAL</b>	\$ 6,726,885+	

## *Minute Action*

AGENDA ITEM: 7

**Date:** *September 16, 2016*

**Subject:**

National Trails Highway Resurfacing 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 \$3,402,303 in North Desert Subarea Major Local Highway Program funds to the County of San Bernardino for the National Trails Highway Resurfacing Project.
- B. Approve Contract 16-1001554 for the National Trails Highway Resurfacing Project.
- C. Approve a Fiscal Year 2016/2017 budget amendment to increase Sub-task 0516 MSI Mt/Desert Apportionment and Allocation Fund in the amount of \$3,402,303 from Measure I North Desert Fund-Major Local Highway Program funds.

**Background:**

San Bernardino County has requested North Desert Major Local Highway Program (MLHP) funding for the National Trails Highway Resurfacing Project. Staff is recommending an allocation of \$3,402,303 for construction of this project, as approved by subarea representatives on July 21, 2016.

The National Trails Highway project is located on two segments of National Trails Highway: Segment 1 is between Fort Cady Road and Lavic Road (18.3 miles) and Segment 2 is between 4.43 miles west of Amboy Road to 17 miles east of Amboy Road (21.43 miles). The scope of work for Segment 1 is Maintenance overlay (just under 1") and for Segment 2 is scrub seal. The work will be performed by the County's own forces as a maintenance project. The overlay project is scheduled to begin in Fall 2016, with completion in 2017. Segment 2 is expected to begin in mid-2017.

National Trails Highway is a culturally historic highway and an important detour route for I-40 functionally. However, due to its length (over 120 miles east of Barstow), and relative low average daily traffic, it has been cost prohibitive to keep it under proper maintenance. Many segments of the road have fallen into disrepair. Segment 1 is chosen for its very poor pavement conditions. Segment 2 was chosen for a safety improvement project (pavement marker) awarded by the Highway Safety Improvement Program (HSIP) and the scrub seal is proper preparation work prior to installing pavement markers.

It should be noted that on July 6, 2016, the SANBAG Board approved a swap of federal earmark funds in the amount of \$602,343 from a County project for Measure I MLHP currently programmed on the City of Barstow's First Avenue Bridge project. It is anticipated that this swap will be approved by the Federal Highway Administration in October.

*Entity: CTA*

Mountain-Desert Committee Agenda Item

September 16, 2016

Page 2

***Financial Impact:***

This item is not consistent with the Fiscal Year 2016/2017 Budget and requires a budget amendment (see Recommendation C).

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and draft contract.

***Responsible Staff:***

Ellen Pollema, Management Analyst II

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Approved  
Mountain-Desert Committee  
Date: September 16, 2016

Witnessed By:

**General Contract Information**

16 1001554 / 01907  
   
10/05/2016 / 0 /31/2019

Dollar Amount			
	3 402 303 00		
(Inclusive of Prior Amendments)		(Inclusive of Prior Amendments)	
	3 402 303 00		
		(Contract Value and Contingency)	3 402 303 00

**Contract Authorization**

10/05/2016  
16 1001554

**Contract Management: Payable/Miscellaneous**

20 /        /        /       

**Contract Management: Receivable**

76 /        /        /       

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

**Additional Information**

Attachment: 16-1001554 CSS (2347 : National Trails Highway Resurfacing Project Funding Agreement)

**PROJECT FUNDING AGREEMENT NO. 16-1001554**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**COUNTY OF SAN BERNARDINO**

**FOR**

**NATIONAL TRAILS HIGHWAY RESURFACING PROJECT**

THIS Project Funding Agreement (“Agreement”) is made and entered into this 5<sup>th</sup> day of October, 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 North Desert Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 North Desert Subarea Major Local Highway Program (“MLHP”); and
- B. National Trails Highway Resurfacing 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 North Desert Subarea MLHP funds; and
- D. On October 5, 2016, AUTHORITY’s Board of Directors approved allocation of \$3,402,303 in North Desert 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 resurface National Trails Highway Segment 1 between Fort Cady Road and Lavic Road (18.3 miles) and Segment 2 between 4.43 miles west of Amboy Road to 17 miles east of Amboy Road (21.43 miles); 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 \$3,402,303 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 \$3,402,303, 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 \$3,402,303 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 August 31, 2019, 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 National Trails Highway Resurfacing Project (Description of Project and Milestones), and Attachment B, National Trails Highway Resurfacing 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: \_\_\_\_\_  
Robert A. Lovingood, 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: 16-1001554 National Trails Hwy Funding Agmt [Revision 1] (2347 : National Trails Highway Resurfacing Project Funding

## Attachment A

### NATIONAL TRAILS HIGHWAY RESURFACING PROJECT COUNTY OF SAN BERNARDINO Description of Project and Milestones

<b>Project Title</b>	
National Trails Highway Resurfacing	
<b>Location, Project Limits, Description, Scope of Work</b> <input type="checkbox"/> See page 2	
The project is located on 2 segments of National Trails Highway: Segment 1 between Fort Cady Road and Lavic Road (18.3 miles) and Segment 2 between 4.43 miles west of Amboy Road to 17 miles east of Amboy Road (21.43 miles). The scope of work for Segment 1 is Maintenance overlay (just under 1") and for Segment 2 is scrub seal. The work will be performed by County forces as a maintenance project.	
<input type="checkbox"/> Includes ADA Improvements <input type="checkbox"/> Includes Bike/Ped Improvements	
<b>Component</b>	<b>Implementing Agency</b>
PA&ED	County of San Bernardino
PS&E	County of San Bernardino
Right of Way	County of San Bernardino
Construction	County of San Bernardino
<b>Purpose and Need</b> <input type="checkbox"/> See page 2	
National Trails Highway is a historic highway of cultural significance that also functions as an important detour route for I-40. However due to its length (over 120 miles east of Barstow), and relative low ADT, it has been costly to provide proper maintenance. Many segments of the road have fallen into disrepair. Segment 1 is chosen for its very poor pavement condition. Segment 2 was chosen because of a safety improvement project (raised pavement markers) that was awarded HSIP funds and the scrub seal is a proper preparation prior to installing the pavement markers.	
<b>Project Benefits</b> <input type="checkbox"/> See page 2	
The project will improve the pavement condition of Segment 1 and extend the life of the pavement in Segment 2 by approximately 15 years.	
<input type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals <input type="checkbox"/> Reduces Greenhouse Gas Emissions	
<b>Project Milestone</b>	<b>Proposed</b>
Project Study Report Approved	N/A
Begin Environmental (PA&ED) Phase	08/01/16
Circulate Draft Environmental Document	<b>Document Type</b> CE N/A
Draft Project Report	N/A
End Environmental Phase (PA&ED Milestone)	09/15/16
Begin Design (PS&E) Phase	N/A
End Design Phase (Ready to List for Advertisement Milestone)	N/A
Begin Right of Way Phase	N/A
End Right of Way Phase (Right of Way Certification Milestone)	N/A
Begin Construction Phase (Contract Award Milestone)	10/01/16
End Construction Phase (Construction Contract Acceptance Milestone)	11/30/17
Begin Closeout Phase	02/01/18
End Closeout Phase (Closeout Report)	08/30/18

## ATTACHMENT B

### NATIONAL TRAILS HIGHWAY RESURFACING PROJECT COUNTY OF SAN BERNARDINO

#### Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	COUNTY Local Funds
PA&ED	\$10,000		\$10,000
PS&E	\$0		
Right of Way	\$0		
Construction	\$3,590,000	\$3,402,303	\$187,657
<b>Total</b>	<b>\$3,600,000</b>	<b>\$3,402,303</b>	<b>\$197,657</b>

\*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 – 2016**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Rich Kerr</b> City of Adelanto			**	X	**	X*	**	**				
<b>Curt Emick</b> Town of Apple Valley	X*	X*	**	X	**	X	**	**				
<b>Julie McIntyre</b> City of Barstow			**	X	**	X	**	**				
<b>Bill Jahn</b> City of Big Bear Lake	X	X	**	X	**	X	**	**				
<b>Eric Schmidt</b> City of Hesperia	X	X	**	X	**		**	**				
<b>Ed Paget</b> City of Needles	X	X	**		**	X	**	**				
<b>Joel Klink</b> City of Twentynine Palms	X	X	**	X*	**		**	**				
<b>Ryan McEachron</b> City of Victorville	X	X	**	X	**		**	**				
<b>George Huntington</b> Town of Yucca Valley	X	X	**		**	X	**	**				
<b>Robert Lovingood</b> County of San Bernardino	X	X	**	X	**	X	**	**				
<b>Janice Rutherford</b> County of San Bernardino			**		**		**	**				
<b>James Ramos</b> 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.  
MDCatt16.doc

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 <sup>st</sup> 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