

TRI-VALLEY TRANSPORTATION COUNCIL

Contra Costa County, Department of Conservation and Development

30 Muir Road, Martinez, CA 94553

*Attachment(s), ** Handouts

Candace Andersen
TVTC Chair
Supervisor District 2
Contra Costa County
(925) 957-8860

Monday May 16, 2016 – 4:00 p.m.
Danville Community Center – Las Trampas Room
420 Front Street, Danville, CA 94526

AGENDA

Steven Spedowski
TVTC Vice-Chair
Councilmember
Livermore
(925) 960-4016

1. Call to Order, Roll Call, and Self Introductions
2. Public Comment
3. Approval of Meeting Minutes February 24, 2016*
4. Oral Communication
5. Consent Calendar
 - a. ADOPT TVTC Resolution No. 2016-01, professional services agreement with Franklin Management for bookkeeping and accounting services through June 30, 2018. (Action)*
 - b. ADOPT TVTC Resolution No. 2016-02, addendum to professional services agreement with Kimley-Horn for professional engineering and planning services to extend contract through April 30, 2017. (Action)*
 - c. ADOPT TVTC Resolution No. 2016-03 and APPROVE City of Pleasanton Tri-Valley Transportation Development Fee Allocation Request. (Action)*
6. Old Business
7. New Business
 - a. ACCEPT 2015 TVTC Financial Report, as recommended by the TVTC Financial Subcommittee. (Action)*
 - b. ADOPT TVTC Resolution No. 2016-04 and APPROVE Fiscal Year 2016/2017 TVTC Budget, as recommended by the TVTC Financial Subcommittee. (Action)*
 - c. ADOPT TVTC Resolution No. 2016-05 and APPROVE Town of Danville Tri-Valley Transportation Development Fee Allocation Request. (Action)*

Arne Olson
Councilmember
Pleasanton
(925) 200-8579

Scott Perkins
Councilmember
San Ramon
(925) 973-2530

David Haubert
Mayor
Dublin
(925) 833-6634

Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

The Tri-Valley Transportation Council meetings are wheelchair accessible. If you have any questions related to the Tri-Valley Transportation Council meeting agenda, please contact Jamar Stamps, TVTC Administrative staff at (925) 674-7832 or email at jamar.stamps@dcd.cccounty.us.

8. Other Business/Announcements
9. Adjournment

Upcoming Meetings:

TVTC TAC: Monday, June 6, 2016, 10:00 a.m., Danville Town Offices, Large Conference Room, 510 La Gonda Way, Danville, CA 94526

TVTC: July 18, 2016, 4:00 p.m., Location T.B.D. (City of Livermore)

Item 3

MINUTES

TRI-VALLEY TRANSPORTATION COUNCIL

Danville Town Offices – Large Conference Room
510 La Gonda Way, Danville, CA 94526
February 24, 2016 at 4:00 p.m.

1) CALL TO ORDER, ROLL CALL, AND SELF-INTRODUCTIONS

The Tri-Valley Transportation Council (TVTC) was called to order at 4:02 p.m. by the Chair, Supervisor Candace Andersen, Contra Costa County.

Members in Attendance:

	<u>Present</u>
Candace Andersen, Chair, Supervisor District 2, Contra Costa County	X
Steven Spedowski, Vice Chair, Councilmember, Livermore	X
Arne Olson, Vice Mayor, Pleasanton	X
Scott Perkins, Councilmember, San Ramon	X
Karen Stepper, Councilmember, Danville	X

TVTC Staff:

Bob Vinn, City of Livermore	X
Mike Tassano, City of Pleasanton	X
Andy Dillard, Town of Danville	X
Thomas Valdriz, Town of Danville	X
Obaid Khan, City of Dublin	X
Lisa Bobadilla, City of San Ramon	X
Jamar Stamps, Contra Costa County	X

Others in Attendance:

Lindsay D'Andrea, Meyers Nave	X
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2) PUBLIC COMMENT

None.

3) APPROVAL OF MEETING MINUTES FOR APRIL 20, 2015

Motion by Councilmember Spedowski; Second by Councilmember Perkins .

Unanimously Approved (Ayes 3; Noes 0; Abstain 2 (Stepper, Olson))

4) ORAL COMMUNICATION

None.

5) CONSENT CALENDAR

a) **DENY, by motion, a claim in the matter of Liu v. Herrera, et al. (Estate of Steven Mi)**

TVTC Counsel provided a brief explanation of the “Tender of Claim” letter issued to TVTC’s insurance company, Alliant Insurance Services, on February 22, 2016. On motion by Councilmember Perkins; Second by Mayor Stepper the TVTC Board unanimously approved the item.

Unanimously Approved (Ayes 5; Noes 0; Abstain 0)

6) **OLD BUSINESS**

None.

7) **NEW BUSINESS**

a. **APPOINT TVTC Finance Subcommittee for Fiscal Year (“FY”) 2016/17 (2015/16 Finance Subcommittee: Danville, Livermore and San Ramon). (Action)**

On motion by Councilmember Olson; Second by Councilmember Spedowfski the TVTC Board unanimously approved the appointment of Mayor Stepper to the TVTC Finance Subcommittee.

Council noted that the next Finance Subcommittee meeting should occur in late April/early May to better accommodate scheduling and budget review. The next regular TVTC Board meeting (April 18) would need to be rescheduled to a later date, which was scheduled by the TVTC Board for Monday, May 16, 2016 at 4:00 p.m.

Unanimously Approved (Ayes 5; Noes 0; Abstain 0)

8) **OTHER BUSINESS/ANNOUNCEMENTS**

a. **Tassajara Road Project** will commence later this year. Road closures are expected to occur from May 2, 2016 to December 2016. Noticing to residents and jurisdictions will be sent via email and standard mail beginning mid-March and again in mid-April. Signage will go up by April.

9) **ADJOURNMENT**

The meeting was adjourned by Supervisor Candace Andersen at 4:12 p.m.

Item 5.a.

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2016-01**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRI VALLEY TRANSPORTATION COUNCIL (“TVTC”)
AND
Franklin Management Systems, Inc.
FOR
Bookkeeping and Accounting Services**

This is an agreement between the Tri-Valley Transportation Council, hereinafter referred to as “TVTC,” and Franklin Management Systems, Inc., hereinafter referred to as “CONTRACTOR,” for Bookkeeping and Accounting Services.

WHEREAS, the Tri-Valley Transportation Council and Franklin Management Systems, Inc. entered into a professional services agreement on December 13, 2010 with an effective date of January 1, 2011 and to be completed on January 30, 2012, for professional Bookkeeping and Accounting Services and total compensation in a sum not to exceed FIVE THOUSAND DOLLARS (\$5,000); and

WHEREAS, Amendment No. 1 to the agreement was approved on April 24, 2013, to extend the term of the Agreement to June 30, 2015; and

WHEREAS, TVTC desires to secure professional Bookkeeping and Accounting Services and CONTRACTOR is qualified and willing to provide such professional assistance.

NOW, THEREFORE, TVTC and CONTRACTOR agree as follows:

1. **Scope of Service.** An outline of the scope of services including mandatory time frames for performance, deadlines for providing deliverables to TVTC, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to express the opinions required hereunder.

Modification of Agreement. The TVTC may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by the TVTC Chair, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither TVTC’s request nor CONTRACTOR’S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both

parties. Execution of the Amendment by the TVTC shall constitute authorization to proceed with the work identified therein.

- 2. Time of Performance.** CONTRACTOR'S performance shall begin on July 1, 2015 and be completed by June 30, 2018. CONTRACTOR may commence work as of the date authorized by the TVTC Technical Advisory Committee ("TAC") which date may be prior to execution of this Agreement. The parties may agree to two (2) one-year (1) extensions.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

- 3. Compensation.** TVTC agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not to exceed FIVE THOUSAND DOLLARS (\$5,000) annually.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

- 4. Cooperation of TVTC.** TVTC shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
- 5. Independent Contractor.** CONTRACTOR is an independent CONTRACTOR and shall not for any purpose be deemed to be an employee, agent, or other representative of TVTC. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the TVTC.
- 6. Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or confidential information owned or controlled by TVTC. Such information may contain proprietary or confidential details, the disclosure of which may be damaging to TVTC or to third parties.

CONTRACTOR agrees that all information disclosed to CONTRACTOR by TVTC shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own proprietary or confidential information.

- 7. Work Product.** The work product of CONTRACTOR in performing this Agreement shall become the property of TVTC. However, copies of such work product shall be

provided to TVTC not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.

8. **Final Work Product.** Final work products produced by CONTRACTOR in the form of computer files shall be delivered on a CD, in Microsoft Word, Access or Excel format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONTRACTOR'S work product under the Agreement shall be the property of the TVTC.
9. **Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit TVTC to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by TVTC for the last invoice for such services to be provided.
10. **Conflict of Interest.** No officer, member, or employee of TVTC and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. CONTRACTOR shall not serve on the TVTC Governing Council, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises CONTRACTOR'S operations, or authorizes funding to CONTRACTOR.
11. **Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual preference, national origin, disability or other condition protected by law.
12. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold harmless the TVTC, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of the performance of this Agreement, including any injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of CONTRACTOR, its subcontractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

CONTRACTOR shall hold TVTC harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors and/or agents, either against CONTRACTOR and/or TVTC, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of TVTC.
13. **Insurance.** CONTRACTOR shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following policies of insurance, certificates, or binders as necessary to establish that the coverage described below is

in place with companies licensed to do business in California. If requested, CONTRACTOR shall provide TVTC with copies of all insurance policies. The insurance coverage shall include:

- A. Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability and, if necessary, products and completed operations or owners and CONTRACTOR protective liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded TVTC shall be primary insurance. Any other insurance available to TVTC under any other policies shall be excess insurance. Limits of liability shall include the following:

- (1) Bodily injury, one million dollars (\$1,000,000)
- (2) Property damage, one million dollars (\$1,000,000) or
- (3) Combined single limit (CSL) for bodily injury and property damage, one million dollars (\$1,000,000) per accident for bodily injury and property damage.

If the policy is a “claims made” policy, the following endorsements shall be included:

- (1) The retroactive shall be the effective date of this Agreement or a prior date.
- (2) The extended reporting or discovery period shall be not less than thirty-six (36) months.

- B. Automobile Liability Insurance. Automobile liability insurance, including all owned, non-owned and hired automobiles used by the CONTRACTOR or its agents in the performance of this Agreement shall have a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.

- C. Worker’s Compensation Insurance. Worker’s Compensation insurance as required by the laws of the State of California including statutory coverage for Employers Liability with limits not less than one million dollars (\$1,000,000).

CONTRACTOR is aware of provisions in the California Labor Code, which require every employer to provide Worker’s Compensation coverage, or to self-insure in accordance with provisions of that Code. CONTRACTOR shall comply with those provisions before commencing work hereunder and throughout the term of this Agreement. Likewise, CONTRACTOR shall require all of its subcontractors to comply with those provisions.

D. Professional Liability Insurance. Professional liability (errors and omissions) insurance is required in the amount of one million dollars (\$1,000,000) per claim and in the aggregate for two (2) years beyond completion of this Agreement.

14. Additional Insurance Provisions. The following additional provisions apply to the insurance coverage required as indicated in paragraph 15 above.

- A. Additional Insured. CONTRACTOR shall name TVTC, its Councilmembers, officers, agents, and employees as additional insured in the aforementioned Comprehensive Commercial General Liability and Automobile Liability policies. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on CH20 10 11 85 (or more recent) form and/or CA 20 48 form.
- B. Notice of Cancellation. The policies shall provide for thirty (30) days written notice to TVTC prior to cancellation, termination or material change in coverage.
- C. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.
- D. Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of California, and shall be acceptable to TVTC.
- E. Replacement Coverage. In the event CONTRACTOR breaches any of the insurance provisions of this Agreement, TVTC shall have the option to obtain, at CONTRACTOR'S expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted from any sums otherwise payable to CONTRACTOR for services under this Agreement.
- F. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- G. Proof of Insurance. CONTRACTOR will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Additionally, if requested by TVTC, CONTRACTOR shall provide certified copies of the insurance policies. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.

15. Termination on Notice. TVTC may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause TVTC shall pay all charges outstanding and approved by TVTC at the time of termination within thirty (30) days following termination.

16. Suspension of Performance. For the convenience of TVTC or because of events beyond the control of TVTC, TVTC may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

17. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

To TVTC:
c/o Contra Costa County
Attn: Jamar Stamps
TVTC Administrative Staff
30 Muir Road
Martinez, CA 94553

To CONTRACTOR:
Jack Harrington, Principal
Franklin Management Systems, Inc.
3037 Hopyard Road, Suite M
Pleasanton, CA 94588

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

18. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right the TVTC may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to TVTC a final billing to include all costs, charges, and claims in connection with the completed work. TVTC shall not be required to pay for any work or claims not included on the aforementioned final billing.

19. Arbitration. The parties will make a good faith effort to settle any controversy, claim or dispute arising out of or relating to this Agreement within thirty (30) days. If the issue is not resolved within that time, it shall be resolved by the American Arbitration Association. Judgment upon arbitration hereunder may be joined or consolidated with any other arbitration matter between the parties as the interest of justice and judicial economy may dictate. The prevailing party in any arbitration hereunder shall be entitled to recover all arbitration and legal expenses incurred, except attorney fees.

20. Governing Law. This Agreement shall be governed by the laws of the State of California.

21. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to TVTC and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

TRI-VALLEY TRANSPORTATION COUNCIL

DATED: _____

By: Candace Andersen, TVTC Chair

DATED: _____

By: Steven Spedowski, TVTC Vice-Chair

**Franklin Management Systems
CONTRACTOR**

DATED: _____

By: Jack Harrington, Principal

APPROVED AS TO FORM

DATED: _____

By: Steven Mattas, Meyers Nave, Legal Counsel

2641858.1

Item 5.b.

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2016-02**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRI VALLEY TRANSPORTATION COUNCIL (“TVTC”)
AND
Kimley-Horn
FOR
Professional Engineering and Planning Services**

AMENDMENT NO. 1

WHEREAS, the Tri-Valley Transportation Council (“TVTC”) and Kimley-Horn (“CONTRACTOR”) entered into a professional services agreement on April 20, 2015 with an effective date of May 26, 2015 and to be completed on April 12, 2016, for professional engineering, planning and environmental services and total compensation in a sum not to exceed SIXTY THOUSAND DOLLARS (\$60,000); and

WHEREAS, the parties now wish to extend the term agreement; therefore be it

MUTUALLY AGREED:

The following section of the Professional Services Agreement, dated April 20, 2015, between TVTC and CONTRACTOR is hereby amended and replaced with the following language:

AMENDED SECTIONS

- 2. Term:** The term of this Agreement shall begin on April 20, 2015 and continue until April 30, 2017.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment on the dates indicated below, the latest of which shall be deemed the effective date of this Amendment.

TRI-VALLEY TRANSPORTATION COUNCIL

DATED: _____

By: Candace Andersen, TVTC Chair

DATED: _____

By: Steven Spedowski, TVTC Vice-Chair

**Kimley-Horn
CONTRACTOR**

DATED: _____

By: Mike Mowery, Principal

APPROVED AS TO FORM

DATED: _____

By: Steven Mattas, Legal Counsel

2641856.1

Item 5.c.

Candace Andersen
TVTC Chair
Supervisor District 2
Contra Costa County
(925) 957-8860

To: Tri-Valley Transportation Council ("TVTC")
From: TVTC Technical Advisory Committee ("TAC")
Date: May 16, 2016

Steven Spedowski
TVTC Vice-Chair
Councilmember
Livermore
(925) 960-4016

Subject: Refund of TVTC Fee to Hana Yoon Corporation

BACKGROUND

Arne Olson
Councilmember
Pleasanton
(925) 200-8579

Hana Yoon Corporation applied for a building permit in the City of Pleasanton in March of 2009. The permit was for the construction of a new restaurant and related site development at 11991 Dublin Canyon Road. By March 2012, the maximum number of extensions had been granted and approval was due to expire. Agreement was reached to allow the Yoons to pay the fees for their building permit to be issued, even though the on-site permit was not yet approved. The building permit was issued on March 27th, 2012, and the on-site permit was subsequently issued January 29, 2013. After multiple permit extensions, both permits expired on December 20, 2014, without any work performed.

Scott Perkins
Vice-Mayor
San Ramon
(925) 973-2530

As part of the building permit application, Hana Yoon Corporation was required to pay City of Pleasanton fees, including the Tri Valley Transportation Development Fee ("TVTDF" or "Fee").

David Haubert
Mayor
Dublin
(925) 833-6634

In January 2016, Hana Yoon Corporation requested a reimbursement of fees from the City of Pleasanton. The City of Pleasanton refunded their fee amounts in February 2016. The repayment on fees to Hana Yoon Corporation did not include the repayment of the Fee.

Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

The total TVTDF paid by Hana Yoon Corporation was \$9,731.95. As required by Section 6 of the JEPAs, 80% of the Fee was transmitted to the Treasurer (\$7,785.56) with the remaining 20% retained in the City of Pleasanton's TVTDF account (\$1,946.39).

DISCUSSION

The Joint Executive Powers Agreement ("JEPAs") does not address the refund of the TVTC Fee. Section 6 of the JEPAs discusses the application of the fee but not reimbursement.

Past practice has been to reimburse the developer for the 80% fees and recommend the local agency reimburse the 20% fees.

RECOMMENDATION

ADOPT TVTC Resolution 2016-03 authorizing the TVTC Treasurer to refund the \$7,785.56 collected as the 80% fee and the City of Pleasanton to refund the remaining \$1,946.39 from their local TVTC Fee account.

ATTACHMENTS

1. TVTC Resolution 2016-03

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2016-03**

**A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL
REFUNDING \$9,731.95 TO HANA YOON CORPORATION**

WHEREAS, the Tri-Valley jurisdictions have joined together to form the Tri-Valley Transportation Council (TVTC) and entered into a Joint Exercise Powers of Agreement (“JEPA”) in 2013; and

WHEREAS, the TVTC adopted the Tri-Valley Transportation Development Fee (TVTDF) to fund all or part of the necessary transportation improvements identified in the Strategic Expenditure Plan; and

WHEREAS, the JEPA requires each local agency to levy the TVTDF on all development projects; and

WHEREAS, the City of Pleasanton collected the TVTDF on the Hana Yoon Corporation development project in the amount of \$9,731.95; and

WHEREAS, Hana Yoon Corporation relinquished their intent to construct the project and has requested a refund of the TVTDF; and

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tri-Valley Transportation Council authorizes a refund to Hana Yoon Corporation in the amount of \$9,731.95. These funds are held in two separate accounts, \$7,785.56 held by the TVTC Treasurer and \$1,946.39 held by City of Pleasanton in the local TVTDF account.
2. The Tri-Valley Transportation Council authorizes the TVTC Treasurer to transfer \$7,785.56 in TVTDF funds to the City of Pleasanton
3. The City of Pleasanton will refund the full amount of \$9,731.95 to Hana Yoon Corporation, using the \$7,785.56 from the TVTC Treasurer and the \$1,946.39 held by City of Pleasanton in the local TVTDF account.

PASSED, APPROVED AND ADOPTED at the meeting of May 16, 2016 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Candace Andersen, Chair
Tri-Valley Transportation Council

ATTEST:

Jamar Stamps, TVTC Administrative Staff

Item 7.a.

Candace Andersen
TVTC Chair
Supervisor District 2
Contra Costa County
(925) 957-8860

To: Tri-Valley Transportation Council ("TVTC")
From: TVTC Financial Subcommittee ("Subcommittee")
TVTC Technical Advisory Committee ("TAC")

Steven Spedowski
TVTC Vice-Chair
Councilmember
Livermore
(925) 960-4016

Date: May 16, 2016
Subject: **Financial Report for the Period Ending June 30, 2015**

Arne Olson
Councilmember
Pleasanton
(925) 200-8579

BACKGROUND

The Treasurer is required to present a financial status report to TVTC annually. The City of San Ramon has served as TVTC Treasurer since 2001. At the April 12, 2010 TVTC meeting, the City of San Ramon requested to relinquish the administrative Treasurer duties.

Scott Perkins
Vice-Mayor
San Ramon
(925) 973-2530

On September 22, 2010, TVTC approved Resolution 2010-05 that a) authorized the establishment of an account with a private banking institution and to transfer the Tri-Valley Transportation Development Fee ("TVTDF") fund balance from the City of San Ramon, and b) approved funding to retain outside contractors for the accounting and auditing services duties. The City of San Ramon staff would continue to serve as TVTC Treasurer in-name and as signature authority for TVTDF disbursements per the TVTC's Joint Exercise of Powers Agreement ("JEPA").

David Haubert
Mayor
Dublin
(925) 833-6634

Karen Stepper
Mayor
Danville
(925) 275-2412

Beginning with the quarterly period of July 1, 2011 – September 30, 2011, TVTC agencies began forwarding all quarterly remittances to the TVTC account at Mechanics Bank, and funds began being managed by the TVTC's contract accounting firm, Franklin Management Systems, Inc., of Pleasanton, CA. On April 26, 2012, all remaining TVTDF funds held with the City of San Ramon were transferred to Mechanics bank.

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

DISCUSSION

This report has been prepared to provide cumulative information on TVTD fees received and remitted by member TVTC agencies and their approved disbursements.

A total of \$57.52 million in fees and interest have been remitted by TVTC member agencies since the September 1998 fee implementation and through the June 30, 2015 collection period. In Fiscal Year 2014/15, the TVTDF fund earned \$7.6 million in fee remittances and interest to bring the total revenue credited to the TVTDF fund to \$65.09 million.

From the TVTDF funds, a total of \$59.68 million was disbursed as shown in Attachment A. The balance of TVTDF funds held with Mechanics Bank as of March 31, 2016 was \$6.75 million. An annual summary and cumulative resources report is provided as attachments (Attachments B and C).

RECOMMENDATION

ACCEPT 2015 TVTC Financial Report, as recommended by the TVTC Financial Subcommittee.

Att: A - Cumulative Disbursements
B - 2015 TVTDF Summary Balance
C - TVTDF Cumulative Resources/Uses

September 1998 – August 17, 2001 (Prior Treasurers):**I580/680 Flyover**

ACTA match requirement	\$4,194,094.00
To City of Dublin for their contributions	\$995,127.00
City of Pleasanton for their contributions	\$462,078.00
Total:	\$5,651,299.00

Highway 84

Advance to Livermore	\$1,164,144.00
Total:	\$1,164,144.00

Refund of 20% Local Accounts

City of Pleasanton	\$689,499.00
Alameda County	\$6.00
City of Dublin	\$55,471.00
Total:	\$744,976.00

Administration

City of Pleasanton	\$25,258.00
Contra Costa County	\$8,000.00
Total:	\$33,258.00

August 17, 2001 – June 30, 2012 (Prior Treasurer Duties - City of San Ramon):**Refund of 20% Local Accounts**

City of Livermore (4/5/02)	\$1,191,189.00
City of Livermore (1/15/03)	\$68,217.00
Total:	\$1,259,406.00

I-680 Interchange Project #8

City of San Ramon (6/30/03)	\$1,600,000.00
Total:	\$1,600,000.00

I-680 Aux Lane Project #3

Town of Danville (1/7/05)	\$2,200,000.00
Contra Costa Transportation Authority (2/3/06)	\$2,500,000.00
Contra Costa Transportation Authority (10/6/06)	\$2,500,000.00
Contra Costa Transportation Authority (1/25/08)	\$2,500,000.00
Contra Costa Transportation Authority (4/17/09)	\$2,500,000.00

Total: \$12,200,000.00

I-580/Foothill Road Project #7

City of Dublin (8/29/03)	\$800,000.00
City of Pleasanton (6/19/09)	\$46,959.00
City of Pleasanton (4/19/10)	\$753,041.00

Total: \$1,600,000.00

West Dublin Bart Project #4

City of Dublin (11/25/03)	\$4,000,000.00
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Total: \$4,000,000.00

State Route 84

City of Livermore (Returned balance from Route 84 Corridor project)	(\$105,428.00)
City of Livermore (3/2/07)	\$4,800,000.00
City of Livermore (4/17/09)	\$2,600,000.00
City of Livermore (12/22/09)	\$2,600,000.00

Total: \$9,894,572.00

Nexus Study 2005

City of Livermore (12/2/05)	\$100,000.00
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Total: \$100,000.00

I-580 HOV Lanes Project #5

City of Pleasanton (2/26/08)	\$4,000,000.00
City of Pleasanton (12/5/08)	\$2,900,000.00
City of Pleasanton (10/22/10)	\$1,100,000.00

Total: \$8,000,000.00

TVTC Strategic Expenditure Plan

City of Dublin (7/10/09)	\$24,770.00
City of Dublin (4/23/10)	\$34,660.00

Total: \$59,430.00

Refund CA Splash

City of Pleasanton (4/23/10)	\$15,290.00
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Total: \$15,290.00

Administration

City of San Ramon	\$376,378.00
Total:	\$376,378.00

June 30, 2012 – December 31, 2013 (City of San Ramon/Franklin Management):

State Route 84 Improvements (I-580 to I-680) (Project 2A)

City of Livermore (July 31, 2013)	\$2,940,000.00
City of Livermore (October 17, 2013)	\$5,000,000.00
Total:	\$7,940,000.00

Refund KT Properties

City of Pleasanton	\$3,427.00
Total:	\$3,427.00

Mechanics Bank Fees

Mechanics Bank	\$528.00
Total:	\$528.00

Contract Accountant Fees

Franklin Management	\$820.00
Total:	\$820.00

December 31, 2013 – June 30, 2014 (City of San Ramon/Franklin Management):

Mechanics Bank Fees

Mechanics Bank	\$80.00
Total:	\$80.00

Contract Accountant Fees

Franklin Management	\$7,170.00
Total:	\$7,170.00

July 1, 2014 – June 30, 2015 (City of San Ramon/Franklin Management):

State Route 84 Improvements (I-580 to I-680) (Project 2A)

City of Livermore (January 26, 2015)	\$4,500,000.00
City of Livermore (April 20, 2015)	\$500,000.00
Total:	\$5,000,000.00

TVTC Strategic Expenditure Plan Update

Kimley-Horn	\$1,367.65
Total:	\$1,367.65

Contract Accountant Fees

Franklin Management	\$6,605.00
Total:	\$6,605.00

Legal Fees

Meyers Nave	\$8,020.50
Total:	\$8,020.50

Website Development

Planeteria Media	\$9,170.00
Total:	\$9,170.00

Treasurer Oversight

City of San Ramon	\$1,200.00
Total:	\$1,200.00

TOTAL DISBURSEMENTS:	\$59,677,141.15
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**Tri-Valley Transportation Development Fees
Cumulative Resources/Uses Update
Held with Mechanics Bank
For the Period Ended July 2014- June-2015**

7/31/14 Beginning Balance	\$ 2,873,966.22
Agency Receipts/Interest Earnings:	7,565,834.38
Disbursements:	(5,026,363.15)
6/30/15 Ending Fund Balance	\$ 5,413,437.45

Respectfully submitted,

**Jack Harrington
Franklin Management**

**Tri-Valley Transportation Development Fees
Cumulative Resources/Uses of Funds**

Resources:

	Prior Cumulative Fees/Interest	7/14-6/15 Fees/Interest*	Total Fees/Interest Remitted
Alameda Co	\$ 422,366.31	\$ 15,646.01	\$ 438,012.32
Dublin	\$ 15,447,797.09	2,272,953.96	\$ 17,720,751.05
Livermore	\$ 14,461,651.81	3,648,303.88	\$ 18,109,955.69
Pleasanton	\$ 8,214,913.39	868,653.40	\$ 9,083,566.79
CC County	\$ 13,516,572.48	371,541.53	\$ 13,888,114.01
Danville	\$ 1,555,418.46	53,747.74	\$ 1,609,166.20
San Ramon	\$ 777,770.06	335,011.86	\$ 1,112,781.92
Trust Interest	\$ 3,127,299.20	-	\$ 3,127,299.20
Bank Fees (account set-up, lock box)	\$ (472.00)	(24.00)	\$ (496.00)
	\$ 57,523,316.80	\$ 7,565,834.38	\$ 65,089,151.18

Uses:

	Prior Cumulative Disbursements	7/14-6/15 Disbursements	Total Disbursements
I580/680 Flyover	\$ (5,651,298.90)		\$ (5,651,298.90)
Refund of 20% accounts	\$ (2,004,382.09)		\$ (2,004,382.09)
Administration-Pleasanton/CCC	\$ (33,257.00)		\$ (33,257.00)
Administration -City of San Ramon	\$ (376,378.29)		\$ (376,378.29)
Highway 84	\$ (18,998,716.45)	(5,000,000.00)	\$ (23,998,716.45)
I680/Alcosta Interchange Project#8	\$ (1,600,000.00)		\$ (1,600,000.00)
I680 Aux Lane Project #3	\$ (12,200,000.00)		\$ (12,200,000.00)
I580/Foothill Rd Proj#7	\$ (1,600,000.00)		\$ (1,600,000.00)
West Dublin Bart Proj#4	\$ (4,000,000.00)		\$ (4,000,000.00)
Nexus Study 2005	\$ (100,000.00)	-	\$ (100,000.00)
I580 HOV Lanes Proj#5	\$ (8,000,000.00)		\$ (8,000,000.00)
TVTC Strategic Exp Plan	\$ (59,430.00)	(1,367.65)	\$ (60,797.65)
TVTC fee to KT Properties, Inc	\$ (3,427.85)		\$ (3,427.85)
Refund CA Splash-City of Pleasanton	\$ (15,290.00)		\$ (15,290.00)
Accounting Fees	\$ (7,170.00)	(6,605.00)	\$ (13,775.00)
Legal fees	-	(8,020.50)	\$ (8,020.50)
Website Development	-	(9,170.00)	\$ (9,170.00)
Treasure Oversight Services	-	(1,200.00)	\$ (1,200.00)
			\$ -
	\$ (54,649,350.58)	\$ (5,026,363.15)	\$ (59,675,713.73)

Total Resources(Uses)	\$ 2,873,966.22	\$ 2,539,471.23	\$ 5,413,437.45
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* Breakdown by agency not available at this time.

Item 7.b.

Candace Andersen
TVTC Chair
Supervisor District 2
Contra Costa County
(925) 957-8860

To: Tri-Valley Transportation Council ("TVTC")
From: TVTC Financial Subcommittee ("Subcommittee")
TVTC Technical Advisory Committee ("TAC")

Steven Spedowski
TVTC Vice-Chair
Councilmember
Livermore
(925) 960-4016

Date: May 16, 2016
Subject: **Tri-Valley Transportation Council Fiscal Year (FY) 2016/17 Annual Budget**

Arne Olson
Councilmember
Pleasanton
(925) 200-8579

BACKGROUND

The TVTC Joint Exercise of Powers Agreement ("JEPA") requires TVTC prepare and adopt an operating budget (Section 5.b.iii.). The Administrator ("TVTC staff") shall prepare the annual budget for review and approval by the Council. The TVTC Administrator shall prepare the budget with input from the Treasurer and the TVTC Financial Subcommittee.

Scott Perkins
Vice-Mayor
San Ramon
(925) 973-2530

The TVTC Financial Subcommittee, with TAC members in attendance, convened and reviewed the proposed FY 2016/17 annual budget on April 22, 2016. The Subcommittee forwarded a recommendation of approval, with changes explained in the "Discussion" section of this report, to the full TVTC Board. The TAC convened and discussed the proposed annual budget twice (March 7th and April 4th).

David Haubert
Mayor
Dublin
(925) 833-6634

DISCUSSION

The annual budget revenues are based on the 1% of the Tri-Valley Transportation Development Fees set aside average annually over 10 years for ongoing administrative and operating costs. All costs will be reviewed and adjusted, if necessary, on an annual basis. The proposed TVTC FY 2016/17 annual budget is \$98,233 ("Exhibit A").

Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

On October 19, 2015, the TVTC Board approved Board Member stipends. A line item for "Board Member Stipends" was added in the amount of \$2,000 (annually) to cover Board and Subcommittee meetings.

The website development project was completed in December 2015 and delivered under budget. The consultant, Planeteria Media, remains under contract with TVTC for website maintenance at an annual budget allocation of \$1,500. The Tri-Valley Strategic Expenditure Plan Update ("SEP") has a remaining budget of approximately \$43,733 and is on-pace to finish on budget. The Tri-

Valley Transportation Development Fees for Projects will cover the one-time cost of the SEP Update.

RECOMMENDATION

ADOPT Tri-Valley Transportation Council resolution number 2016-04 and APPROVE Fiscal Year 2016/2017 Annual Operating Budget.

Att: Exhibit A - FY 2016/17 Budget
Exhibit B - TVTC Resolution No. 2016-04

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2016-04**

**ADOPTING THE TRI-VALLEY TRANSPORTATION COUNCIL
FISCAL YEAR 2016/2017 BUDGET**

WHEREAS, on October 18, 2013 the Tri-Valley Transportation Council (“TVTC”), consisting of the County of Alameda, the County of Contra Costa, the Town of Danville, the City of Dublin, the City of Livermore, the City of Pleasanton, and the City of San Ramon, entered into a Joint Exercise of Powers Agreement (“JEPA”) effectively establishing TVTC as a separate public entity duly organized and existing under the Constitution and other laws of the State of California; and

WHEREAS, the JEPA establishes: 1) a framework for TVTC to enact a development fee necessary for implementation of transportation improvements; 2) funding goals for transportation improvements; 3) mechanisms for collecting, managing and disbursing development fees for implantation of transportation improvements; and 4) facilitation of cooperative regional planning efforts through adoption and implementation of regional transportation plans, the Strategic Expenditure Plan and fee program;

WHEREAS, the JEPA under section 5(b)(iii) authorizes TVTC to prepare and adopt a budget for TVTC’s administrative functions; and

WHEREAS, the annual budget revenues are based on 1% of the TVTC development fees for ongoing administrative costs, including administrative support, accounting services, audit services, legal services, treasurer oversight, insurance, website services and baking services; and

WHEREAS, the proposed Fiscal Year 2016/2017 budget is \$98,233 and will be reviewed and adjusted, if necessary, prior to adoption of the next fiscal year budget; and

WHEREAS, TVTC annually reviews and approves the Treasurer’s Financial Status Report showing cumulative revenues and disbursements;

NOW THEREFORE BE IT RESOLVED THAT:

TVTC adopts the Fiscal Year 2016/2017 budget as recommended by the TVTC Financial Subcommittee.

PASSED, APPROVED AND ADOPTED at the meeting of May 16, 2016 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Candace Andersen, Chair
Tri-Valley Transportation Council

ATTEST:

Jamar Stamps, TVTC Administrative Staff

Item 7.c.

TRI-VALLEY TRANSPORTATION COUNCIL
Contra Costa County Department of Conservation and Development
30 Muir Road, Martinez, CA 94553

Candace Andersen
TVTC Chair
Supervisor District 2
Contra Costa County
(925) 957-8860

To: Tri-Valley Transportation Council

From: TVTC Technical Advisory Committee

Date: May 16, 2016

Steven Spedowski
TVTC Vice-Chair
Councilmember
Livermore
(925) 960-4016

Subject: Request to Appropriate Tri-Valley Transportation Development Fee Funds for the reimbursement of Contra Costa Measure C Sales Tax Funds advanced by the Contra Costa Transportation Authority for the construction of the I-680 Auxiliary Lanes, Segment 2 Project (Project A-3) of the 2011 TVTC Strategic Expenditure Plan

Arne Olson
Councilmember
Pleasanton
(925) 200-8579

BACKGROUND

Scott Perkins
Vice-Mayor
San Ramon
(925) 973-2530

The Tri-Valley Transportation Council ("TVTC") adopted the Tri-Valley Transportation Plan/ Action Plan ("TVTP/AP") for Routes of Regional Significance in 1995. The TVTP/AP was later updated in 2000, 2009, and 2014. The Plan is a mutual understanding and agreement on Tri-Valley transportation concerns and recommendations for improvements. The Plan also identifies specific regional transportation improvements for funding and implementation.

David Haubert
Mayor
Dublin
(925) 833-6634

In 1998, through a Joint Exercise Powers Agreement ("JEPA"), the seven member agencies that comprise the TVTC approved the Tri-Valley Transportation Development Fee ("TVTDF") program. The TVTDF is intended to allocate fair share costs for the regional improvement projects identified in the TVTP/AP.

Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

In 1999, the TVTC adopted the Strategic Expenditure Plan ("SEP"), which identified priorities, project sponsors, and funding for TVTDF projects. The SEP specifically established a funding plan for

11 regional transportation projects. The SEP was updated in 2004 along with an interim fee adjustment. In 2008, a TVTC Fee Nexus Study Update ("Study") was adopted. The Study identified 22 projects, of which included the 11 originally identified projects ("List A") and 11 new projects ("List B"). Subsequent to the 2008 adoption of the Study, on May 16, 2011 the TVTC ultimately adopted the 2011 SEP Update and a new TVTDF Funding Plan, which expands the list of projects to include the List A and List

B projects (Attachment B). One of these improvement projects is the I-680 Auxiliary Lanes, Segment 2 (Project A-3 of the 2011 SEP and TVTDF Funding Plan, Attachment C).

DISCUSSION

The I-680 Auxiliary Lanes Project provides exclusive lanes that connect entrance and exit ramps. The lanes facilitate weave movements onto and off of the freeway, which reduces congestion along the mainline lanes and improves safety. The project was originally identified in the Contra Costa Measure C-1988 Expenditure Plan, and is comprised of three segments:

Segment 1: Diablo Road to Sycamore Valley Road

Segment 2: Sycamore Valley Road to Crow Canyon Road

Segment 3: Crow Canyon Road and Bollinger Canyon Road

In 2006, Segments 1 and 3 were completed. Funding for Segments 1 and 3 included \$12.0 million in TVTDF as programmed in the 2004 SEP and TVTDF Funding Plan. At the time, Segment 2 was significantly underfunded and had to be deferred to a later date. Subsequently, as part of the 2011 SEP and TVTDF Funding Plan update, Segment 2 was programmed for \$5.88 million in TVTDF funding to bridge the funding gap, however, was still unable to move forward due to a sluggish economy and lack of TVTDF revenue.

Fortunately, in 2011, the Contra Costa Transportation Authority (“CCTA”), the agency responsible for the administration and oversight of the project, was able to secure approximately \$4.2 million in federal and state grants as well as commit a total of approximately \$12.8 million in Contra Costa Measure C sales tax revenue funds in order to advance construction of the project. The \$12.8 million commitment in Measure C funds included an advance of the expected \$5.88 million in TVTDF. To memorialize the commitment and advance of Measure C funds, on February 15, 2012 the Town of Danville and CCTA entered into a Memorandum of Understanding (MOU 11.06.02) related to the advance and future reimbursement of the \$5.88 million in TVTDF once the revenues were to become available (Attachment D).

With funding commitments in place, construction of the I-680 Auxiliary Lanes began in 2012. By July 2014, construction of the project was completed and opened to traffic.

As of April 29, 2016, the TVTDF fund ending balance was approximately \$7.38 million (Attachment E). Fulfilling the allocation request of \$5.88 million for the I-680 Auxiliary Lanes, Segment 2 Project would leave a TVTDF Fund ending balance of approximately \$1.5 million, providing sufficient funds to cover the remainder of the 2015-2016 and proposed 2016-2017 TVTC operating budget. This is the final allocation for the I-680 Auxiliary Lanes Project, Segment 2.

RECOMMENDATION

- 1) *Authorize the Tri-Valley Transportation Council Treasurer to appropriate \$5,880,000 in Tri-Valley Transportation Development Fee funds for the I-680 Auxiliary Lanes, Segment 2 (Project A-3) of the TVTC Strategic Expenditure Plan; and*
- 2) *Authorize the TVTC Treasurer to immediately transmit \$5,880,000 in TVTDF funds to the Contra Costa Transportation Authority, the party responsible for the management and construction of the I-680 Auxiliary Lanes, Segment 2 (Project A-3).*

ATTACHMENTS

- A. TVTC Resolution No. 2016-05
- B. 2011 TVTDF Funding Plan
- C. I-680 Auxiliary Lanes, Segment 2 Fact Sheet
- D. CCTA/Danville Memorandum of Understanding No. 11.06.02
- E. TVTDF Financial Statement ending April 29, 2016

TRI-VALLEY TRANSPORTATION COUNCIL

RESOLUTION NO. 2016-05

**A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL
APPROPRIATING \$5,880,000 IN TRI-VALLEY TRANSPORTATION
DEVELOPMENT FEE (TVTDF) FUNDS FOR THE PURPOSES OF REIMBURSEMENT OF
CONTRA COSTA MEASURE C SALES TAX FUNDS ADVANCED BY THE CONTRA
COSTA TRANSPORTATION AUTHORITY FOR THE CONSTRUCTION OF THE
I-680 AUXILIARY LANES, SEGMENT 2 (PROJECT A-3)**

WHEREAS, in 1995, the Tri-Valley Transportation Council (TVTC) adopted the "Tri-Valley Transportation Plan/ Action Plan (TVTP/ AP) for Routes of Regional Significance; and

WHEREAS, the TVTP/ AP identified 11 specific transportation improvements to be given high priority for funding; and

WHEREAS, in 1998, the TVTC, and entered into a Joint Exercise Powers of Agreement (JEPA) to provide authority to collect a Tri-Valley Transportation Development Fee (TVTDF) to collect impact fees for the traffic mitigation to be applied to the 11 high priority projects; and

WHEREAS, in 1999, the TVTC prepared and approved a Strategic Expenditure Plan (SEP), which guides the expenditure of revenue collected from TVTDF; and

WHEREAS, the SEP identifies priorities, project sponsors, and funding for TVTDF projects; and

WHEREAS, in 2004, the TVTC adopted an update to the SEP that reflected an update to the regional and sub-regional transportation outlook for the Tri-Valley; and

WHEREAS, in 2011, the TVTC prepared and approved the 2011 TVTDF Funding Plan that provides guidance for expenditure of the TVTDF on 22 projects (List A and List B) including I-680 Auxiliary Lanes, Segment 2 (Project A-3); and

WHEREAS, the 2011 TVTDF Funding Plan programmed \$3.23 million in fiscal year 12/13 and \$2.65 million in fiscal year 13/14 for a total of \$5.88 million to I-680 Auxiliary Lanes, Segment 2 (Project A-3); and

WHEREAS, Town of Danville ("Danville") and Contra Costa Transportation Authority ("CCTA") entered into Memorandum of Understanding No. 11.06.02 ("MOU") that committed \$10 million in Contra Costa Measure C sales tax funds, of which includes \$5.88 million for the advance of the TVTDF funds as programmed in the 2011 TVTDF Funding Plan, for the advancement of construction of I-680 Auxiliary Lanes, Segment 2 (Project A-3); and

WHEREAS, the MOU sets forth that Danville enter into a funding agreement with CCTA for reimbursement of \$5.88 million in advanced Measure C funds with TVTDF funds as the funds become available, and per the 2011 TVTDF Funding Plan; and

WHEREAS, construction of I-680 Auxiliary Lanes, Segment 2 (Project A-3) was completed in July 2014; and

WHEREAS, sufficient revenue in the joint TVTDF account is now available for the appropriation and disbursement of \$5.88 million for the I-680 Auxiliary Lanes, Segment 2 (Project A-3); and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Tri-Valley Transportation Council authorizes an appropriation from the Tri-Valley Transportation Development Fee Account for the I-680 Auxiliary Lanes, Segment 2 (Project A-3) of \$5,880,000, as programmed in the Strategic Expenditure Plan and the TVTDF Funding Plan for fiscal years 12/13 and 13/14. Funds are to be dispersed in accordance with the TVTC Strategic Expenditure Plan.
2. The Tri-Valley Transportation Council authorizes the TVTC Treasurer to transmit \$5,880,000 in funds in the Tri-Valley Transportation Development Fee Account to the Contra Costa Transportation Authority, the party responsible for the management and construction of I-680 Auxiliary Lanes, Segment 2 (Project A-3).

PASSED, APPROVED AND ADOPTED at the meeting of May 16, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Supervisor Candace Andersen, Chair
Tri-Valley Transportation Council

ATTEST:

Jamar Stamps, TVTC Administrative Staff

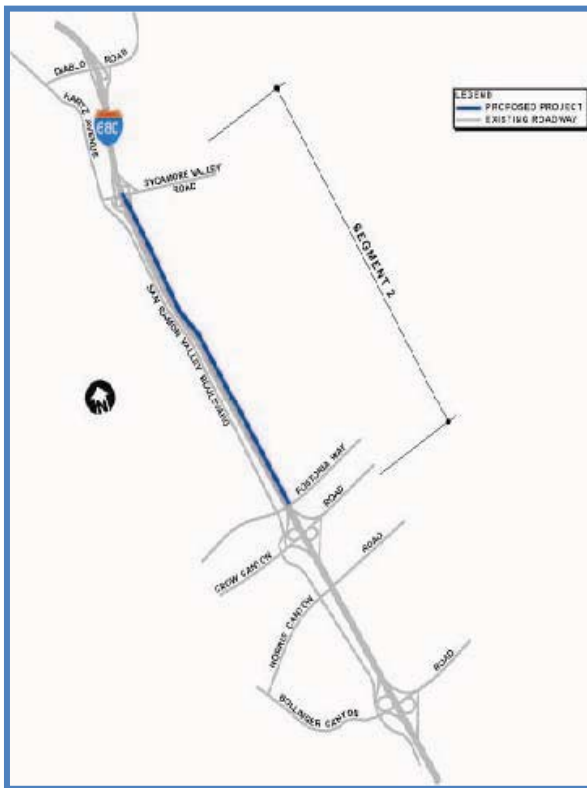
TABLE 5 - 2011 TVTDF FUNDING PLAN

PROJECTS	TVTC SPONSOR/ LEAD AGENCY	ESTIMATED TVTDF REVENUES BY FY (\$M)												TOTAL
		[ASSUMES FUND BALANCE JULY 1, 2010 = \$2.15]												
		10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20			
	Annual	\$ 2.84	\$ 6.21	\$ 7.00	\$ 8.87	\$ 5.94	\$ 4.46	\$ 4.97	\$ 5.41	\$ 5.99	\$ 6.53	\$ 6.53	\$ 58.20	
	Total	\$ 4.99	\$ 11.19	\$ 18.19	\$ 27.06	\$ 33.00	\$ 37.46	\$ 42.43	\$ 47.84	\$ 53.83	\$ 60.35	\$ 60.35		
		\$ 2.94	\$ 5.00	\$ 5.00	\$ 2.83	\$ 4.34	\$ 2.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.94	
	Livermore/Alameda CTC												\$ 5.15	
	Livermore/Alameda CTC												\$ 5.88	
	Danville/CCTA			\$ 3.23	\$ 2.65								\$ 1.10	
	Pleasanton/Alameda CTC	\$ 1.10											\$ -	
	Pleasanton/Alameda CTC												\$ -	
	Pleasanton/Caltrans	\$ 0.75											\$ 0.75	
	Alameda Cty/same				\$ 1.55								\$ 1.55	
	Alameda Cty/same								\$ 1.69				\$ 1.69	
	Alameda Cty/same				\$ 1.66	\$ 1.66							\$ 3.32	
	Alameda Cty/same							\$ 1.33	\$ 1.25				\$ 2.58	
	Alameda Cty/same											\$ 0.14	\$ 0.14	
	Dublin/LAVTA	\$ 4.79	\$ 5.00	\$ 8.23	\$ 8.69	\$ 6.00	\$ 4.40	\$ 4.91	\$ 2.94	\$ -	\$ 0.14	\$ 0.14	\$ 45.10	
	Sub-Total A												\$ -	
	Dublin/ACTA												\$ -	
	Pleasanton/Caltrans												\$ -	
	Livermore/Caltrans												\$ -	
	Livermore/Caltrans									\$ 2.85	\$ 1.95	\$ 4.80	\$ 4.80	
	Livermore/Caltrans												\$ -	
	Livermore/same												\$ -	
	Pleasanton/same												\$ -	
	Contra Costa Cty/same									\$ 1.70	\$ 1.70	\$ 1.70	\$ 1.70	
	Contra Costa Cty/same									\$ 2.68	\$ 2.68	\$ 2.68	\$ 2.68	
	San Ramon/CCTA								\$ 2.41	\$ 3.08	\$ 3.08	\$ 3.08	\$ 3.08	
	San Ramon/CCTA												\$ -	
	San Ramon/CCTA												\$ -	
	Sub-Total B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.41	\$ 5.93	\$ 6.33	\$ 6.33	\$ 14.67	
	Administrative Costs (averaged)	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.58	
	Annual	\$ 4.85	\$ 5.06	\$ 8.29	\$ 8.75	\$ 6.06	\$ 4.46	\$ 4.97	\$ 5.41	\$ 5.99	\$ 6.53	\$ 6.53	\$ 60.35	
	Total	\$ 4.85	\$ 9.91	\$ 18.19	\$ 26.94	\$ 33.00	\$ 37.46	\$ 42.43	\$ 47.836	\$ 53.82	\$ 60.35	\$ 60.35		
	Balance	\$ 0.14	\$ 1.28	\$ (0.00)	\$ 0.12	\$ 0.00	\$ (0.00)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

List A

List B

A-3. I-680 Auxiliary Lanes (Segment 2)



TVTC PROJECT SPONSOR:

Town of Danville

LEAD AGENCY:

Contra Costa Transportation Authority

PROJECT DESCRIPTION:

The I-680 Auxiliary Lanes Project Segment 2 is from the Sycamore Valley Road interchange in the Town of Danville to the Crow Canyon Road interchange in the City of San Ramon on I-680. Segment 2 will add two auxiliary lanes, one each, to both northbound and southbound direction of I-680. The entire project consists of construction of auxiliary lanes between Diablo Road to Bollinger Canyon Road. Construction of Segment 1 and 3 has been completed.

STATUS:

The project was environmentally cleared in September 2002 and the project report was

approved in February 2003. Construction of Segment 2 is expected to start in 2012 and be complete in 2014.

PHASING AND SCHEDULE:

Construction is expected to start in 2012 and be complete in 2014.

COST ESTIMATES AND FUNDING SOURCES:

Cost (Millions, 2012)	\$36.00
Funding (Millions, 2012)	
Prop 1B CMIA Savings	\$6.00
Local Sales Tax Revenue	\$16.40
Local Fees	\$1.60
Total Funding (Millions, 2012)	\$24.00
Funding Shortfall (Millions, 2012)	\$12.00

MEMORANDUM OF UNDERSTANDING No. 11.06.02

BETWEEN

CONTRA COSTA TRANSPORTATION AUTHORITY

AND

TOWN OF DANVILLE

ORIGINAL

Relative to:

Construction of I-680 Auxiliary Lanes: Sycamore Valley Road to Crow Canyon Road

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of 2/15, 2012 by and between the **Contra Costa Transportation Authority ("AUTHORITY")**, a local transportation authority, and **The Town of Danville, ("DANVILLE")**

RECITALS

- A. WHEREAS, DANVILLE, as one of the members of the Tri-Valley Transportation Council ("TVTC") is a signatory to the Joint Exercise of Powers Agreement Pertaining to the Tri-Valley Transportation Development Fee (TVTDF) for Traffic Mitigation; and
- B. WHEREAS, DANVILLE has cooperatively participated in the development and adoption of the Tri-Valley Transportation Plan/Action Plan for Routes of Regional Significance (TVTP); and
- C. WHEREAS, the I-680 Auxiliary Lanes improvements project from Sycamore Valley Road to Crow Canyon Road ("PROJECT") is one of the projects in the TVTP; and
- D. WHEREAS, the PROJECT is one of the "A List" projects in the 2011 Strategic Expenditure Plan (Project A-3), adopted unanimously by the TVTC on May 16, 2011; and
- E. WHEREAS, the 2011 Strategic Expenditure Plan programs \$5.88 million over the course of FY 2012/13 through FY 2013/14 (Project A-3); and
- F. WHEREAS, DANVILLE serves as the TVTC Project Sponsor of the PROJECT identified in the 2011 Strategic Expenditure Plan Update; and
- G. WHEREAS, the AUTHORITY sponsored and obtained environmental clearance for the PROJECT in September 2002; and

WHEREAS, construction of the PROJECT is estimated at \$20.5 million, to be funded by \$6.96 million in Measure C funds, \$3.245 million from federal Interstate Maintenance Discretionary Funds, \$1 million in State Local Partnership Program funds, and \$3.42 million from earlier fiscal years in TVTDF, leaving a PROJECT shortfall in funding of \$5.88 million; and

- H. WHEREAS, the PROJECT is listed in the Tri-Valley Transportation Council Strategic Expenditure Plan 2011 Update (SEP) with \$5.88 million from TVTDF in fiscal years 2012/13 and 2013/14;
- I. WHEREAS, the AUTHORITY is willing to advance the PROJECT shortfall until the TVTDF funds are available in order of project priority listed in the SEP; and
- J. WHEREAS, the AUTHORITY is sponsoring and managing the preparation of Plans Specifications and Estimates (PS&E) for the PROJECT; and
- K. WHEREAS, the California Department of Transportation ("STATE") will retain a Contractor and manage and administer the construction of the PROJECT; and
- L. WHEREAS, the STATE will submit invoices to the AUTHORITY for payment of local contributions, and the AUTHORITY will serve as liaison between DANVILLE and the STATE; and
- M. WHEREAS, using TVTDF funds, DANVILLE wishes to fund part of the PROJECT construction in accordance with the terms and conditions set forth herein; and
- N. WHEREAS, as a member of the TVTC, DANVILLE intends to ensure that funds set aside for PROJECT in the TVTDF Funding Plan are appropriated as expeditiously as feasible for the PROJECT;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

SECTION I

AUTHORITY AGREES:

- A. To commit \$12.88 million in Measure C funds to construction of PROJECT, which includes \$5.88 million for the advance of the TVTDF from the SEP.
- B. To monitor construction progress, and apply local contribution payments to the STATE for construction of PROJECT, in accordance with AUTHORITY policy.

- C. In order to be reimbursed for the initial disproportionate commitment of Measure C funds to PROJECT, to enter into a funding agreement with Danville for the PROJECT when funds become available and in accordance with the TVTDF funding plan, which has set aside an overall amount of \$5.88 million for the PROJECT starting from FY 2012/13.

SECTION II

DANVILLE AGREES:

- A. To request from TVTC for an allocation of TVTDF funds in the amount of \$5.88 million in accordance with the TVTDF funding plan to reimburse the AUTHORITY for Measure C funds that will already have been expended on the PROJECT for construction as soon as said funds become available.
- B. To enter into a funding agreement to reimburse the Authority with \$5.88 million in TVTDF funds as soon as they are available.

SECTION III

IT IS MUTUALLY AGREED:

- A. This MOU constitutes the entire agreement between the parties regarding the subject matter hereof and any oral discussions or written or oral agreements with respect thereto preceding the effective date of this MOU are superseded hereby. No amendment, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. AUTHORITY and DANVILLE each render their services under this MOU as independent agencies. None of the agents or employees of either shall be deemed agents or employees of the other.
- C. Any notice given under this MOU shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or commercial overnight courier, return receipt or confirmation of delivery requested, or by facsimile transmission with voice confirmation of receipt, the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to DANVILLE:

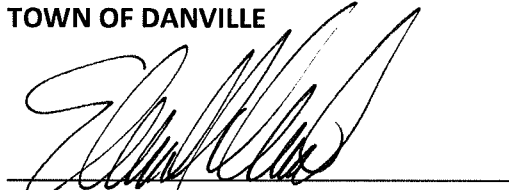
Tai Williams
Transportation Director
510 La Gonda Way
Danville, CA 94526
Facsimile: (925) 838-0797

If to AUTHORITY:

Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attention: Susan Miller, Director, Projects
Facsimile: (925) 256-4701

This agreement is made as of the date first set forth above.

TOWN OF DANVILLE



Newell Arnerich
Mayor

**CONTRA COSTA
TRANSPORTATION AUTHORITY**



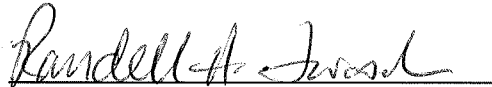
Don Tatzin, Chair

ATTEST:



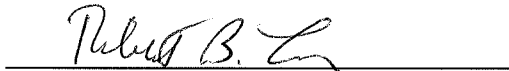
Marie Sunseri, City Clerk

ATTEST:



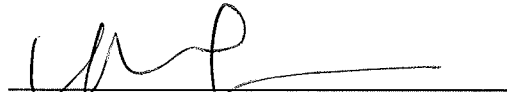
Randell H. Iwasaki, Executive Director

Approved as to form:



Robert B. Ewing, City Attorney

Approved as to form:



Malathy Subramanian, Authority Counsel

Administration and Projects Committee Meeting STAFF REPORT

Meeting Date: February 2, 2012

Subject	I-680 Auxiliary Lanes Project – Segment 2, Sycamore Valley to Crow Canyon Road (Project 1106S2) - Authorization to Enter into Memorandum of Understanding (MOU) 11.06.02 with the Town of Danville
Summary of Issues	The I-680 Auxiliary Lanes Project – Segment 2 between Sycamore Valley Road and Crow Canyon Road is currently under design. Staff is requesting approval to enter into a Memorandum of Understanding with the Town of Danville which documents the understanding that the Authority will advance \$5.88 million in Measure C funds to the project for construction, which will be reimbursed by the Town of Danville in the future when Tri-Valley Transportation Developer Fees (TVTDF) funds are available.
Recommendations	Authorize the Chair to enter into MOU 11.06.02 with the Town of Danville, and delegate authority to the Executive Director to make non-substantive changes to the MOU.
Financial Implications	Sufficient funds are programmed for this activity in the <i>2011 Measure C Strategic Plan</i> under Project 1106S2.
Options	The Authority could request staff renegotiate the terms; however this could potentially delay the project.
Attachments Changes from Committee	A. Proposed MOU No. 11.06.02 with the Town of Danville

Background

The final design for the I-680 Auxiliary Lanes, Segment 2 is nearing completion and construction is expected to begin this fall. In 2011, staff had been successful in securing additional funding for this project with the federal Interstate Maintenance Discretionary fund (awarded \$3.24 million) and the State Local Partnership competitive fund (awarded \$1 million), in addition to

the increased funding commitment from the 2011 Measure C Strategic Plan. However, part of the full funding plan includes Tri-Valley Transportation Developer Fees (TVTDF), which is not currently available.

The project is programmed in the TVTDF Strategic Plan for \$5.88 million (\$3.23 million in FY 12/13 and \$2.65 million in FY 13/14) pending the collection of developer fees. The 2011 Measure C Strategic Plan, which was approved in December 2011, committed an additional \$10 million to fully fund the project, which includes the advance for the TVTDF.





Staff is requesting approval to execute a Memorandum of Understanding (MOU) 11.06.02 with the Town of Danville to reimburse the Measure C program once these revenues are collected.

RETURN SERVICE REQUESTED

>003106 1030864 0001 092387 10Z 023

TRI-VALLEY
CITY OF SAN RAMON
LISA BOBADILLA
2401 CROW CANYON RD
SAN RAMON CA 94583-1531

Managing Your Accounts

-  24-Hour Tele Banking 888.400.6324
-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps



Summary of Accounts

Account Type	Account Number	Beginning Balance	Ending Balance
ANALYZED PUBLIC	XXXXXXXX9596	\$6,750,243.35	\$7,387,353.89

ANALYZED PUBLIC - XXXXXXXXX9596

Account Summary

Date	Description	Amount
04/01/2016	Beginning Balance	\$6,750,243.35
	6 Debit(s) This Period	\$9,122.20
	2 Credit(s) This Period	\$646,232.74
04/29/2016	Ending Balance	\$7,387,353.89

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
1061	04/13/2016	\$125.00	1068*	04/29/2016	\$100.00	1070	04/29/2016	\$8,645.20
1063*	04/11/2016	\$150.00	1069	04/27/2016	\$100.00			

* Indicates skipped check number

Other Debits

Date	Description	Amount
04/29/2016	Multiple Statement Fee	-\$2.00

Other Credits

Date	Description	Amount
04/14/2016	WIRE FROM CITY OF SAN RAMON 3RD QTR FEES 1/1/16-3/31/16	\$34,378.69
04/15/2016	LIVERMOREPAYABLE ACCTS PAY 10009375	\$611,854.05

Daily Balances

Date	Amount	Date	Amount	Date	Amount
04/11/2016	\$6,750,093.35	04/14/2016	\$6,784,347.04	04/27/2016	\$7,396,101.09
04/13/2016	\$6,749,968.35	04/15/2016	\$7,396,201.09	04/29/2016	\$7,387,353.89



How to Contact Us

Client Services: 1-800-797-6324
 Mailing Address: P.O. Box 5610
 Hercules, CA 94547-5610
 Website: www.mechanicsbank.com
 Mobile Site: mechanicsbank.com/m

Important Information About Your Instant Reserve Account (hereinafter referred to as "Account")

The Bank figured the interest charge for this period on your revolving line of credit by multiplying the daily periodic rate of 0.04932%, by the "daily balance" of your account each day. To get the daily balance, we take the beginning balance of your Account each day, add any new advances and subtract any payments or credits and any billed but unpaid interest. This gives us the "daily balance."

Fair Credit Reporting Act

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Important Notice Regarding Repayment of Loan Obligations

Communications concerning a dispute in connection with your loan, including any instrument that may be tendered as full satisfaction of your debt must be directed to 1-800-797-6324 or:

Mechanics Bank, Client Services
 P.O. Box 5610, Hercules, CA 94547-5610

Important Notice Regarding Automatic Loan Payments

When an automatic loan payment due date falls on a Saturday, Sunday or Holiday (except for New Year's Day, which is a processing day for Mechanics Bank) the payment will be taken the next business day. Loan interest accrues until posted. Questions: call 1-800-797-6324.

Electronic Transfers Summary

(The following notice applies if your account is maintained primarily for personal, family or household purposes)

In case of errors or questions about your electronic transfers, call us at 1-800-797-6324 or write to the following address as soon as you can:

Mechanics Bank, Client Services
 P.O. Box 5610, Hercules, CA 94547-5610

Contact us if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent out the FIRST statement on which the error or problem appeared.

YOU MUST:

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 business days for new accounts), we will credit your account for the amount you think is in error. This will allow you to have use of the money during the time it takes us to complete our investigation.

Billing Rights Summary

(The following information will apply to your loans maintained primarily for personal, family or household purposes)

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

Mechanics Bank, Client Services
 P.O. Box 5610, Hercules, CA 94547-5610

In your letter, give us the following information:

- (1) **Account information:** Your name and account number.
- (2) **Dollar amount:** Dollar amount of the suspected error.
- (3) **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing on a separate sheet of paper. You may call us, but if you do you will not preserve your rights, and we are not required to investigate any potential errors. You may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit line.

CHECK RECONCILIATION WORKSHEET

CHECKS OUTSTANDING			
DATE OR NUMBER	AMOUNT	DATE OR NUMBER	AMOUNT
TOTAL		\$	

CHECKBOOK RECONCILIATION	
ENTER	\$
Balance this statement	
ADD	
Recent deposits (not credited on this statement)	\$
SUBTOTAL	\$
SUBTRACT	
Total checks outstanding	\$
BALANCE	\$

PLEASE REPORT ANY ERRORS OR OMISSIONS WITHIN 30 DAYS OF THE STATEMENT DATE. THE BANK WILL NOT BE LIABLE FOR CLAIMS MADE AFTERWARDS.

Mark off the checks and deposits shown on this statement in your checkbook. If your checkbook and statement do not balance, have you:

- Accounted for bank charges?
 Verified additions and subtractions in your checkbooks?
 Compared cancelled checks to check stubs?
 Compared deposit amounts on statement to your checkbook?

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement.

ANALYZED PUBLIC - XXXXXXXXX9596 (continued)

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

1061

TRI-VALLEY TRANSPORTATION COUNCIL
C/O CITY OF SAN RAMON

DATE 3/30/2016 90-203-1211

PAY TO THE ORDER OF Planeteria Media LLC \$ 125.00
One Hundred Twenty Five dollars only DOLLARS

Mechanics Bank
Commitment That Lasts Generations
P.O. BOX 787-8224

FOR Invoice # 13794

⑆001061⑆ ⑆121102036⑆ 041⑆529596⑆

Chk No. 1061 Amt \$125.00 Paid 04/13/16

1063

TRI-VALLEY TRANSPORTATION COUNCIL
C/O CITY OF SAN RAMON

DATE 3/30/2016 90-203-1211

PAY TO THE ORDER OF Franklin Management Systems, Inc \$ 150.00
One Hundred Fifty dollars only DOLLARS

Mechanics Bank
Commitment That Lasts Generations
P.O. BOX 787-8224

FOR Invoice # 6490

⑆001063⑆ ⑆121102036⑆ 041⑆529596⑆

Chk No. 1063 Amt \$150.00 Paid 04/11/16

1068

TRI-VALLEY TRANSPORTATION COUNCIL
C/O CITY OF SAN RAMON

DATE 4-1-16 90-203-1211

PAY TO THE ORDER OF Karen Stepper \$ 100.00
One Hundred Only DOLLARS

Mechanics Bank
Commitment That Lasts Generations
P.O. BOX 787-8224

FOR Stipend

⑆001068⑆ ⑆121102036⑆ 041⑆529596⑆

Chk No. 1068 Amt \$100.00 Paid 04/29/16

1069

TRI-VALLEY TRANSPORTATION COUNCIL
C/O CITY OF SAN RAMON

DATE 4-1-16 90-203-1211

PAY TO THE ORDER OF Scott Perkins \$ 100.00
One Hundred Only DOLLARS

Mechanics Bank
Commitment That Lasts Generations
P.O. BOX 787-8224

FOR Stipend

⑆001069⑆ ⑆121102036⑆ 041⑆529596⑆

Chk No. 1069 Amt \$100.00 Paid 04/27/16

1070

TRI-VALLEY TRANSPORTATION COUNCIL
C/O CITY OF SAN RAMON

DATE 4/20/16 90-203-1211

PAY TO THE ORDER OF Kristy Horn \$ 8,645.20
Eight thousand Six hundred fourty five & 20/100 only DOLLARS

Mechanics Bank
Commitment That Lasts Generations
P.O. BOX 787-8224

FOR Jan-Feb March Bills

⑆001070⑆ ⑆121102036⑆ 041⑆529596⑆

Chk No. 1070 Amt \$8,645.20 Paid 04/29/16