



## **A G E N D A**

### **Sacramento Transportation Authority Sacramento Abandoned Vehicle Service Authority (SAVSA)**

700 H Street, Suite 1450 • Sacramento, California • 95814

**Thursday**

**SEPTEMBER 14, 2023**

**1:30 PM**

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Members: Rich Desmond (Chair), Sue Frost, Eric Guerra (Vice Chair), Patrick Hume, Jayna Karpinski-Costa, Patrick Kennedy, Caity Maple, Rosario Rodriguez, Paul Sandhu, Phil Serna, Bobbie Singh-Allen, Kevin Spease, Karina Talamantes, Donald Terry, Katie Valenzuela, Mai Vang

Alternates: Bret Daniels, Shawn Farmer, Mike Kozlowski, Siri Pulipati, Darren Suen, Nick Avdis

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The Governing Boards of the Sacramento Transportation Authority (STA) and the Sacramento Abandoned Vehicle Service Authority (SAVSA) meet concurrently.

### **PUBLIC COMMENT PROCEDURES**

#### In-Person Public Comment

Speakers will be required to complete and submit a speaker request form to Clerk staff. The Chairperson will invite each individual to the podium to make a verbal comment.

#### Telephonic Public Comment

On the day of the meeting dial (916) 875-2500 to make a verbal public comment (follow the prompts for instructions). Refer to the agenda and listen to the live meeting to determine when is the best time to call to be placed in queue for a specific agenda item. Callers may be on hold for up to an extended period of time and should plan accordingly. When the Chairperson opens public comment for a specific agenda item or off-agenda matter, callers will be transferred from the queue into the meeting to make a verbal

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comment. Each agenda item queue will remain open until the public comment period is closed for that specific item.

## Written Comment

Contact information is optional. Written communication is distributed, published and filed in the record

- Send an email comment to [BoardClerk@saccounty.gov](mailto:BoardClerk@saccounty.gov). Include meeting date and agenda item number or off-agenda item.
- Mail a comment to 700 H Street, Suite 2450, Sacramento, CA 95814. Include meeting date and agenda item number or off-agenda item.

## **VIEW MEETING**

The meeting is videotaped and cablecast live on Metrocable 14 on the Comcast, Consolidated Communications and AT&T U-Verse Systems. It is closed captioned for hearing impaired viewers and webcast live at <http://metro14live.saccounty.gov>. There will be a rebroadcast of this meeting on Sunday at 2:00 p.m.

## **MEETING MATERIAL**

The on-line version of the agenda and associated material is available at <https://www.sacta.org/> (click on "Meetings"). Some documents may not be posted on-line because of size or format (maps, site plans, renderings). Contact the Clerk's Office at (916) 874-5411 to obtain copies of documents.

## **ACCOMMODATIONS**

Requests for accommodations pursuant to the Americans with Disabilities Act (ADA) should be made with the Clerk's Office by telephone at (916) 874-5411 (voice) and CA Relay Services 711 or [BoardClerk@saccounty.gov](mailto:BoardClerk@saccounty.gov) prior to the meeting.

## **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

Pursuant to Government Code section 84308, members of the Board of Directors are disqualified and not able to participate in any agenda item

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involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Directors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

## CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

## COMMENT ITEMS

1. Comments From The Public Regarding Matters Not On The Agenda
2. Executive Director's Report Kevin M. Bewsey

## CONSENT ITEMS

3. Approve Action Summary: August 10, 2023 Sacramento Transportation Authority (STA) Governing Board Meeting ◀ Jennifer Doll

# **A G E N D A**

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- |    |   |                 |
|----|---|-----------------|
| 4. | Receive And File Capital Status Reports—Fourth Quarter Fiscal Year 2022-23                                | Dustin Purinton |
| 5. | Receive And File Measure A Ongoing Programs Annual Report – Fiscal Year 2022-23                           | Dustin Purinton |
| 6. | Approve Agreement With Certified Public Accounting Firm To Provide Audit Services◀                        | Dustin Purinton |
| 7. | Adopt A Resolution And Set The Accounting Manager As The Trustee For The Retirement Health Savings Trust◀ | Dustin Purinton |

## SEPARATE ITEMS

- |     |  |                 |
|-----|--|-----------------|
| 8.  | Receive And File Presentation Of The 2023 Series Bond Refinancing◀   | Dustin Purinton |
| 9.  | Receive Information And Approve Fiscal Year 2022-23 Budget Amendment◀  | Dustin Purinton |
| 10. | Receive Information And Approve Fiscal Year 2023-24 Budget Amendment◀  | Dustin Purinton |
| 11. | Receive Information And Consider Authorizing The Executive Director To Sign A Three-Year Capital Allocation And Expenditure Contract For Environmental Mitigation Funding With The Capital Southeast Connector Joint Powers Authority Using Transportation Project Environmental Mitigation Program Funding◀ | Kevin M. Bewsey |

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- 12. Receive Information and Consider Authorizing the Executive Director to Sign a Three-Year Capital Allocation and Expenditure Contract With The Capital Southeast Connector Joint Powers Authority Kevin M. Bewsey
  
- 13. Receive Presentation On A Survey Of Likely Sacramento County Voters For The November 2024 Election Kevin M. Bewsey
  
- 14. Comments Of Authority Members

◀ *Denotes items that require Board action*

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Staff reports and associated materials are available online at [www.sacta.org](http://www.sacta.org). For assistance with agenda packets, please contact STA at (916) 323-0080 or [info@sacta.org](mailto:info@sacta.org). For questions regarding the agenda or any item on the agenda, please contact Kevin M. Bewsey at (916) 323-0080 or [Kevin@sacta.org](mailto:Kevin@sacta.org).

**SACRAMENTO TRANSPORTATION AUTHORITY  
MEETING DATE:**

**THURSDAY, SEPTEMBER 14, 2023**

**NO MATERIAL**

**Comments From The Public Regarding Matters Not On The  
Agenda**



SEPTEMBER 14, 2023

AGENDA ITEM # 2

## EXECUTIVE DIRECTOR'S REPORT

Action Requested: Receive and File

Key Staff: Kevin M. Bewsey, Executive Director

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### **Financial Consulting Services and Bond Counsel Services Procurement**

Staff are preparing Request for Proposals (RFP) for both Financial Consulting Services and Bond Counsel Services. The existing contract for Financial Consulting Services will end on December 31, 2023 and the contract for Bond Counsel Services will end on March 31, 2024. Both contract services are currently being used for the 2023 bond refinancing. STA staff may end up asking the STA Governing Board to extend the existing contract for Financial Consulting Services to March 31, 2024. This would provide sufficient time after the bond refinancing to complete the RFP and make contract award recommendations.

### **Sustainable Transportation Planning Grant Awards**

On August 31<sup>st</sup> Caltrans announced the Fiscal Year 2023-24 Sustainable Transportation Planning Grant Awards. Caltrans awarded \$41.65 million to over 90 applications across the state. Approximately \$3.15 million is being awarded to seven applications in Sacramento County. This includes \$500,000 for SACOG to complete a U.S. 50 Comprehensive Multimodal Corridor Plan (CMCP). Staff from Sacramento Regional Transit and STA previously requested that SACOG pursue this grant for planning along the Gold Line, American River Parkway, and US 50 corridor. Without a CMCP, the region cannot submit a Senate Bill 1 Solutions for Congested Corridors Program (SCCP) grant application for this corridor. The SCCP is one of largest SB 1 competitive grant programs with \$250 million annually.

Another important award is \$470,000 for the Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan. Both SacRT and SACOG have had healthy conversations around the future of transit expansion and what the future holds regarding bus rapid transit and light rail. This work could help set the specific mode of transit used to possibly extend light rail service only along the Blue Line to Elk Grove and inform similar efforts for the Green Line to the Airport.

Below is a summary listing of all the awarded applications:

- U.S. 50 Comprehensive Multimodal Corridor Plan
- Blue Line/Bus Rapid Transit to Elk Grove Implementation Plan
- Rancho Cordova Active Transportation Plan
- Sacramento and SacRT Transportation Infrastructure Adaptation Plan
- Howe Avenue Transportation and Vision Zero Plan
- Norwood Avenue Complete Streets Transportation Plan
- Del Paso Multimodal Transportation Network and Land Use Compatibility Action Plan



SEPTEMBER 14, 2023

AGENDA ITEM # **3**

**APPROVE ACTION SUMMARY: AUGUST 10, 2023 STA GOVERNING BOARD MEETING**

Action Requested: Approve

Key Staff: Jennifer Doll, Special Programs Manager

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**Recommendation**

Approve the attached Action Summary of the August 10, 2023 meeting of the STA Governing Board.

*Attachment*

1. Action Summary



SEPTEMBER 14, 2023

AGENDA ITEM # 4

**RECEIVE AND FILE CAPITAL PROJECT STATUS REPORTS — FOURTH QUARTER FISCAL YEAR 2022-23**

Action Requested: Receive and File

Key Staff: Dustin Purinton, Accounting Manager

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The Authority is currently under contract for the following 20 capital projects. This list of projects includes both projects funded out of the Capital portion of Measure A and the Smart Growth Incentive Program (SGIP) portion of Measure A's Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP):

1. Caltrans - Interstate 5 Bus and Carpool Lanes
2. Caltrans - US 50 Bus and Carpool Lanes, Phase 2
3. Sacramento (SGIP) - Envision Broadway in Oak Park
4. Sacramento - Downtown Intermodal SVS Governance
5. Sacramento - Downtown Intermodal Facility
6. Sacramento - Interstate 5/Richards Blvd. Interchange Upgrade
7. Co. of Sacramento - Bradshaw Road Phase 2/Jackson Highway Intersection
8. Co. of Sacramento - Folsom Blvd. Complete Streets Ph 1 – Bradshaw Rd to Mayhew Rd
9. Co. of Sacramento - Folsom Blvd. Complete Streets Ph 2 – Mayhew Rd to Starfire Dr
10. Co. of Sacramento - Greenback Lane – Fair Oaks Blvd. to Main St
11. Co. of Sacramento - Hazel Ave: US 50 to Madison Ave.
12. Co. of Sacramento - Hazel Ave: US 50 to Folsom Blvd. Intersection
13. Co. of Sacramento - Madison Ave: Sunrise Blvd. to Hazel Ave.
14. Co. of Sacramento - South Watt Ave/Elk Grove-Floring Rd: Folsom Blvd. to Calvine Rd
15. Co. of Sacramento - Sunrise Blvd: Jackson Rd. to Grant Line Rd
16. Co. of Sacramento - Watt Ave: – Antelope Rd to Capital City Freeway
17. Co. of Sacramento - Arden Way Complete Streets Ph 2 – Fulton Ave to Morse Ave SGIP
18. Capital SouthEast Connector Capital
19. Capital SouthEast Connector Mitigation (SGIP)
20. Rancho Cordova - Chase Drive - American River Parkway Connection (SGIP)

Attached, you will find a Capital Status report for each project for the Quarter Ending June 30, 2023

Attachment

- 1) Capital Status Reports for the Quarter Ending June 30, 2023

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2023** Fiscal Year: **2022-23** Reporting Quarter: **4**

Agency: **California Department of Transportation** Project Mgr: **Jess Avila**  
Contact Info: **530-682-8488**

Project Name: **Interstate 5 Bus & Carpool Lanes**

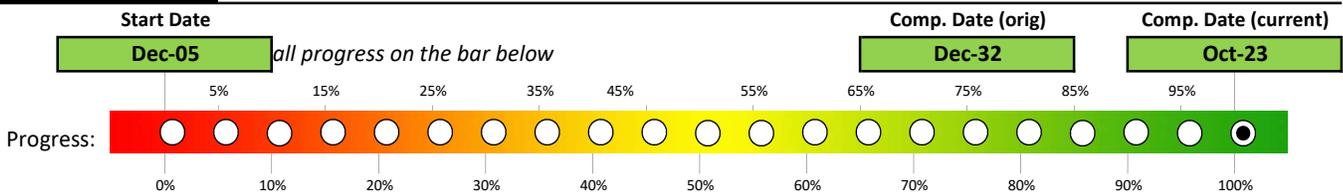
Sponsor Project ID Number: **03-3C000 and 03-3C001** STA Project ID Number: **A-45-CT**

Original Est. Project Cost: \$ **188,479,000.00** Current Est. Project Cost: \$ **354,596,700.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>3,185,454.00</b>	Projected Spending	1Q:	\$	
Previous Contract(s) Spending:	\$	<b>3,185,454.00</b>		2Q:	\$	
Current Contract Amount:	\$	<b>30,000,000.00</b>		3Q:	\$	
Current Contract Spending:	\$	<b>25,370,060.25</b>		4Q:	\$	
Expended This Quarter:	\$	<b>-</b>				
Total Remaining:	\$	<b>4,629,939.75</b>				Funds leveraged using local match \$ <b>315,462,800.00</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting    |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review        | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                     |

Explanation of Activities this Quarter and Additional Notes

Contractor essentially completed addressing miscellaneous punch list items prior to contract acceptance. Electrical items were completed.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2023** Fiscal Year: **2022-23** Reporting Quarter: **4**

Agency: **California Department of Transportation** Project Mgr: **Soka Soka**  
Contact Info: **530-682-6236**

Project Name: **US Highway 50 Bus & Carpool Lanes - phase 2**

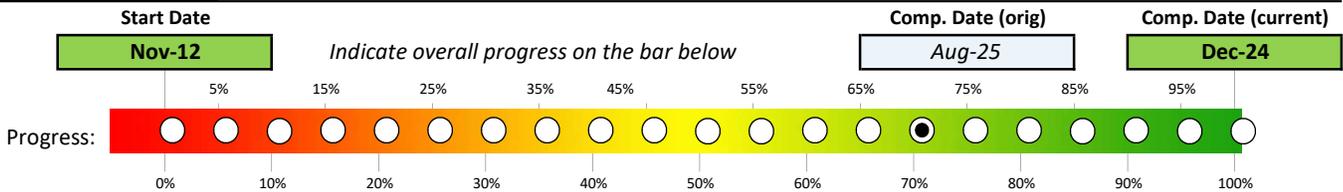
Sponsor Project ID Number: **03-3F360/03-0H08U** STA Project ID Number: **A-47-CT**

Original Est. Project Cost: \$ **147,480,000.00** Current Est. Project Cost: \$ **471,190,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>15,945,604.00</b>	Projected Spending	1Q:	\$	<b>875,000.00</b>	
Previous Contract(s) Spending:		<b>15,310,227.98</b>		2Q:	\$	<b>875,000.00</b>	
Current Contract Amount:	\$	<b>12,500,000.00</b>		3Q:	\$	<b>875,000.00</b>	
Current Contract Spending:	\$	<b>6,212,674.99</b>		4Q:	\$	<b>875,000.00</b>	
Expended This Quarter:	\$	<b>73,988.97</b>	Funds leveraged using local match				\$ <b>442,790,000.00</b>
Total Remaining:	\$	<b>6,848,712.06</b>					

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting    |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review        | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                     |

### Explanation of Activities this Quarter and Additional Notes

This project is utilizing Design-Build project delivery method instead of Design-Bid-Build traditional Caltrans project delivery method. Design-Build project delivery method is one of several innovative project delivery methods that combines the design and construction services into one contract where the design firm and the construction contractor are a team, working together to design and construct phases of a project concurrently. The Design-Builder (DB) is Flatiron West, Inc with their Design partner WSP.

For partial funding of the project, Caltrans District 3 successfully competed and received State funding from the SB1 Gas/Diesel Tax programs under the Solutions for Congested Corridor Program for construction of HOV Lanes on the project. The project constructing the HOV lanes has been combined with the US 50 Rehabilitation project that has already been funded by State Highway Operation and Protection Program (SHOPP).

Original Est. Project Cost: reported is taken from the Project Report of 03-3F360 HOV project. Since then the project has been combined with 03-0H080 Rehab project and the contact was awarded in April 2020 at a Total project cost estimate of \$471,190,000.

Activities this quarter:

# Measure A Capital Projects Quarterly Status Report



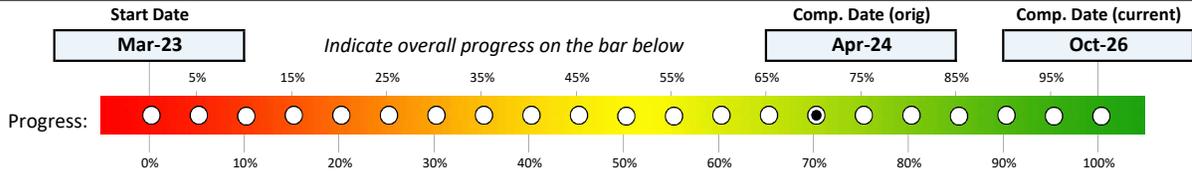
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>City of Sacramento</b>	Project Mgr:	<b>Megan Johnson</b>		
		Contact Info:	<b>916/808-1967</b>		
Project Name:	<b>Envision Broadway in Oak Park</b>				
Sponsor Project ID Number:	<b>T15225000</b>	STA Project ID Number:	<b>A-SGIP-CS-1</b>		
Original Est. Project Cost:	\$ <b>950,000.00</b>	Current Est. Project Cost:	\$ <b>950,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>237,000.00</b>	Projected Spending	1Q:	\$ <b>20,000.00</b>
Previous Contract(s) Spending:	\$ <b>-</b>		2Q:	\$ <b>20,000.00</b>
Current Contract Amount:	\$ <b>237,000.00</b>		3Q:	\$ <b>20,000.00</b>
Current Contract Spending:	\$ <b>62,440.61</b>		4Q:	\$ <b>20,000.00</b>
Expended This Quarter:	\$ <b>9,631.80</b>			
Total Remaining:	\$ <b>164,927.59</b>	Funds leveraged using local match	\$ <b>713,000.00</b>	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

Activities this quarter include the award of the consultant contract, kick-off meeting, and stakeholder coordination. Note: Current Est. Project Cost \$950,000 is for PE phase only (not for entire project cost)

# Measure A Capital Projects Quarterly Status Report



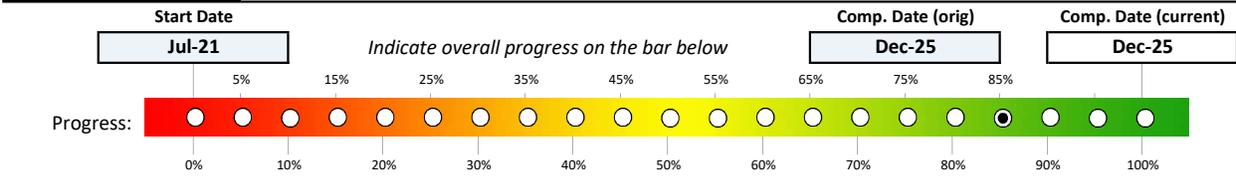
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>City of Sacramento</b>	Project Mgr:	<b>Greg Taylor, Supervising Architect</b>		
		Contact Info:	<b>916-808-5268</b>		
Project Name:	<b>Downtown Intermodal SVS Governance</b>				
Sponsor Project ID Number:	<b>T15029062</b>	STA Project ID Number:	<b>A-38-CS</b>		
Original Est. Project Cost:	\$ <b>2,000,000.00</b>	Current Est. Project Cost:	\$ <b>2,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$		Projected Spending	1Q:	\$	<b>25,000.00</b>
Previous Contract(s) Spending:	\$			2Q:	\$	<b>25,000.00</b>
Current Contract Amount:	\$	<b>2,000,000.00</b>		3Q:	\$	<b>25,000.00</b>
Current Contract Spending:	\$	<b>72,648.17</b>		4Q:	\$	<b>25,000.00</b>
Expended This Quarter:	\$	<b>10,837.85</b>				
Total Remaining:	\$	<b>1,916,513.98</b>				
			Funds leveraged using local match	\$		<b>-</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition               | <input type="checkbox"/> Bidding and/or Contracting    |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review                   | <input checked="" type="checkbox"/> Under Construction |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input checked="" type="checkbox"/> Completed          |

Explanation of Activities this Quarter and Additional Notes

City has formed a Technical Advisory Committee of senior staff from city departments including Finance, Real Estate, City Attorney, Community Development and Public Works to write a comprehensive Request for Proposals (RFP) for a consultant team to assist the City and potential partner agencies in creating a new governance structure for SVS. The release of the RFP is scheduled for July 28, 2023.

# Measure A Capital Projects Quarterly Status Report



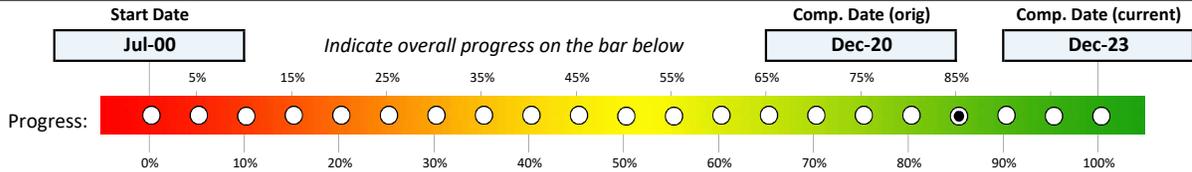
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>City of Sacramento</b>	Project Mgr:	<b>Greg Taylor, Supervising Architect</b>		
		Contact Info:	<b>916-808-5268</b>		
Project Name:	<b>Downtown Intermodal Facility</b>				
Sponsor Project ID Number:	<b>T15029000</b>	STA Project ID Number:	<b>A-38-CS</b>		
Original Est. Project Cost:	\$ <b>200,000,000.00</b>	Current Est. Project Cost:	\$ <b>200,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>70,272,500.00</b>	Projected Spending	1Q:	\$ <b>100,000.00</b>
Previous Contract(s) Spending:	\$ <b>70,272,500.00</b>		2Q:	\$ <b>100,000.00</b>
Current Contract Amount:	\$ <b>19,823,000.00</b>		3Q:	\$ <b>100,000.00</b>
Current Contract Spending:	\$ <b>13,695,445.15</b>		4Q:	\$ <b>100,000.00</b>
Expended This Quarter:	\$ <b>39,935.45</b>			
Total Remaining:	\$ <b>6,087,619.40</b>	Funds leveraged using local match	\$	<b>101,988,786.00</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Not Started                          | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold                   | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

Phase 3 –Spending for minor consultant support services on master plan, city staff administrative and management costs. City staff were awarded \$9.865 M in state TIRCP funding, leveraging STA resources.

Detailed status by project---

T15029000 (Intermodal Trans Facility)-Parent CIP, no direct change

Child CIPs:

T15029060 (Intermodal Phase 3 Planning) - Coordination with developers on project. The City and CCJPA received allocation of Construction funds for the project on June 28th. A new child CIP for this project will be created.

T15029061 (3rd St SVS Access & NB) Design options have been completed and reviewed with Caltrans. A draft of the Preliminary Environmental Analysis Report has been sent to Caltrans for comments and comments received. Final traffic analysis will be completed in July. Consultant has begun drafting the final Project Study Report.

T15029063 (H St Cycle Track to SVS - RFP for professional services is in final review for public release on July 6th.

T15029070 (SVS Regional Bus-5th St) - An initial meeting with regional bus operators was held to re-introduce the project. Scoping for an RFP has commenced with City Engineering Services.

# Measure A Capital Projects Quarterly Status Report



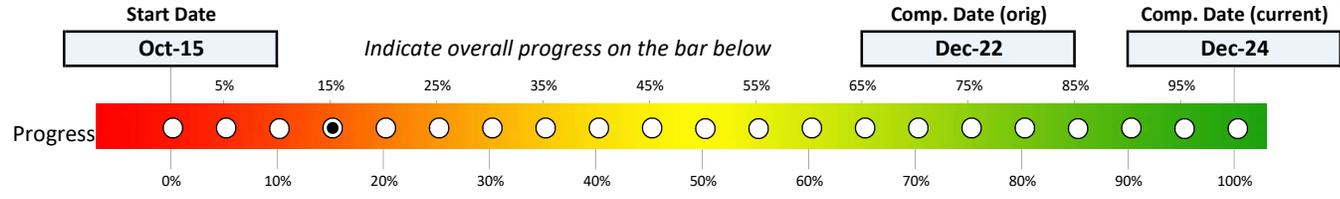
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>City of Sacramento</b>	Project Mgr:	<b>William Shunk, Senior Engineer</b>		
		Contact Info:	<b>916-808-2986</b>		
Project Name:	<b>Interstate 5/Richards Blvd Interchange Upgrade</b>				
Sponsor Project ID Number:	<b>T15165100</b>	STA Project ID Number:	<b>A-52-CS</b>		
Original Est. Project Cost:	\$ <b>90,000,000.00</b>	Current Est. Project Cost:	\$ <b>90,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 100,000.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ 100,000.00
Current Contract Amount:	\$ 3,115,861.73		3Q:	\$ 100,000.00
Current Contract Spending:	\$ 700,767.63		4Q:	\$ 100,000.00
Expended This Quarter:	\$ (25,103.74)			
Total Remaining:	\$ 2,440,197.84	Funds leveraged using local match	\$	<b>3,098,000.00</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Pending or On-Hold
- Design and/or Engineering
- Right-of-Way Acquisition
- Environmental Review
- Planning/Financing/Approval
- Bidding and/or Contracting
- Under Construction
- Completed

### Explanation of Activities this Quarter and Additional Notes

This past quarter the project team has continued to work on the technical studies necessary for the environmental document. This included additional coordination with Caltrans to confirm that there were no additional comments on the previously submitted Geometric Approval Drawings. The team is currently working on preparing a Modified Access Report (MAR) for FHWA. The final MAR will be submitted after circulation of the final Environmental Document and approval of the final Project Report.

# Measure A Capital Projects Quarterly Status Report



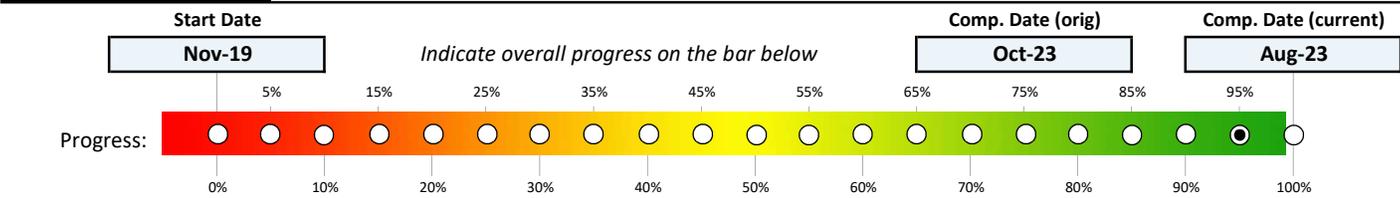
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Jenny Singh, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6092</b>		
Project Name:	<b>Bradshaw Road Phase 2: Bradshaw Road/Jackson Highway Intersection</b>				
Sponsor Project ID Number:	<b>RF0DGL</b>	STA Project ID Number:	<b>A-08-SC</b>		
Original Est. Project Cost:	\$ <b>5,300,000.00</b>	Current Est. Project Cost:	\$ <b>5,300,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 151,250.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ 151,250.00
Current Contract Amount:	\$ 1,467,000.00		3Q:	\$ 151,250.00
Current Contract Spending:	\$ 350,372.57		4Q:	\$ 151,250.00
Expended This Quarter:	\$ 73,184.02			
Total Remaining:	\$ 1,043,443.41	Funds leveraged using local match	\$ -	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Pending or On-Hold
- Design and/or Engineering
- Right-of-Way Acquisition
- Environmental Review
- Planning/Financing/Approval
- Bidding and/or Contracting
- Under Construction
- Completed

Explanation of Activities this Quarter and Additional Notes

The project intersection improvements is the first phase of a larger project. The work will include the widening of the Bradshaw Road at Jackson Road (State Route 16) intersection with a traffic signal modification. The improvements to widen the intersection are to allow the installation of an additional through lane and dual lefts in each direction through the intersection.

### Activities This Quarter

The project is currently in the design and environmental review phase of work. Environmental clearance is anticipated in August 2023 with the right-of-way acquisition anticipated to begin immediately thereafter.

# Measure A Capital Projects Quarterly Status Report



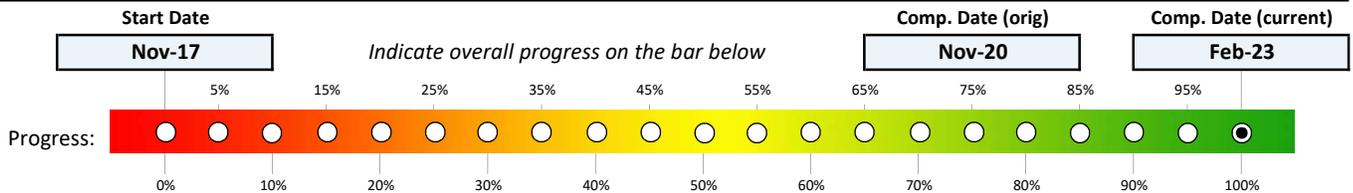
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Spencer Ord, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6601</b>		
Project Name:	<b>Folsom Blvd Complete Streets Phase 1 - Bradshaw Rd to Mayhew Rd</b>				
Sponsor Project ID Number:	<b>RF0DGE</b>	STA Project ID Number:	<b>A-13-SC</b>		
Original Est. Project Cost:	\$ <b>40,698,159.00</b>	Current Est. Project Cost:	\$ <b>40,698,159.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 10,000.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ -
Current Contract Amount:	\$ 3,618,575.31		3Q:	\$ -
Current Contract Spending:	\$ 1,792,468.96		4Q:	\$ -
Expended This Quarter:	\$ 78,756.15			
Total Remaining:	\$ 1,747,350.20	Funds leveraged using local match	\$	5,281,613.96

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input checked="" type="checkbox"/> Completed       |

Explanation of Activities this Quarter and Additional Notes

*Folsom Blvd Complete Streets Phase 1 - Bradshaw Rd to Mayhew Rd*

Folsom Ph 1 was substantially complete as of February 1, 2023. Field acceptance has not been issued.

# Measure A Capital Projects Quarterly Status Report



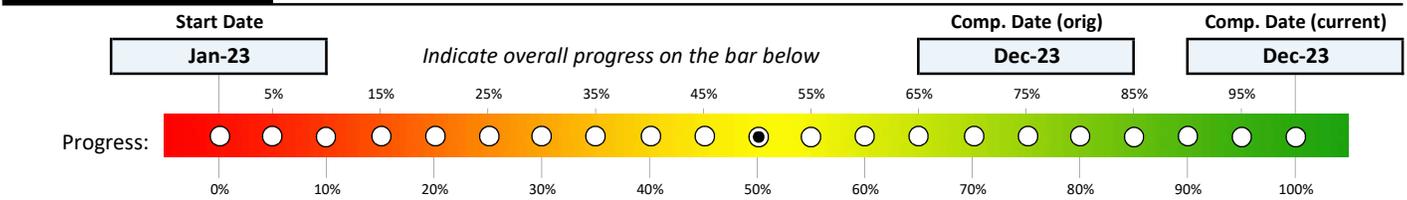
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Spencer Ord, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6601</b>		
Project Name:	<b>Folsom Blvd Complete Streets Phase 2 - Mayhew Rd to Starfire Dr</b>				
Sponsor Project ID Number:	<b>STOXEL</b>	STA Project ID Number:	<b>A-13-SC</b>		
Original Est. Project Cost:	\$ <b>40,698,159.00</b>	Current Est. Project Cost:	\$ <b>40,698,159.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	-	Projected Spending	1Q:	\$	92,750.00
Previous Contract(s) Spending:	\$			2Q:	\$	92,750.00
Current Contract Amount:	\$			3Q:	\$	92,750.00
Current Contract Spending:	\$			4Q:	\$	92,750.00
Expended This Quarter:	\$					
Total Remaining:	\$		Funds leveraged using local match	\$	-	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

### **Folsom Blvd Complete Streets Phase 2 - Mayhew Rd to Starfire Dr**

Topographic survey efforts are complete for Phase 2. Design team is working on the preliminary design including developing the civil linework, utility base mapping and identifying utility conflicts and right-of-way needs. Environmental request has been submitted.

# Measure A Capital Projects Quarterly Status Report



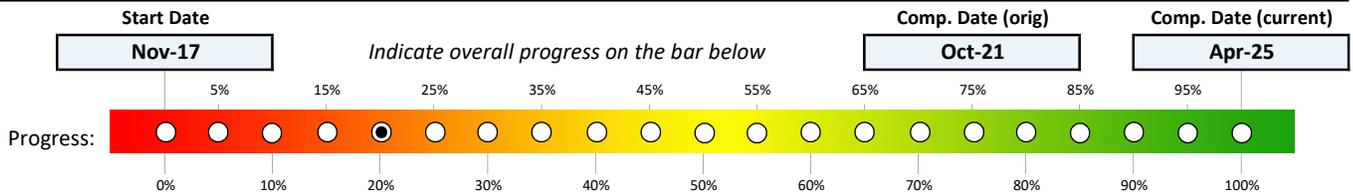
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Tim Stevens, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Greenback Lane: Fair Oaks Blvd. to Main Street</b>				
Sponsor Project ID Number:	<b>STOXEB</b>	STA Project ID Number:	<b>A-17-SC</b>		
Original Est. Project Cost:	\$ <b>41,716,000.00</b>	Current Est. Project Cost:	\$ <b>41,716,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>116,829.91</b>	Projected Spending	1Q:	\$	<b>132,000.00</b>
Previous Contract(s) Spending:	\$	<b>116,829.91</b>		2Q:	\$	<b>132,000.00</b>
Current Contract Amount:	\$	<b>5,327,224.65</b>		3Q:	\$	<b>132,000.00</b>
Current Contract Spending:	\$	<b>417,708.81</b>		4Q:	\$	<b>132,000.00</b>
Expended This Quarter:	\$	<b>8,155.26</b>				
Total Remaining:	\$	<b>4,901,360.58</b>				
			Funds leveraged using local match	\$		<b>-</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Not Started                          | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold                   | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

The project limits are Greenback Lane from Chestnut Ave to the Folsom City/Sacramento County Boundary. The project includes sidewalk infill, ADA improvements (curb ramps and bus stops), Class II bike lanes, and utility undergrounding.

With Board approval to initiate the SMUD SD-14 system enhancement reimbursement agreements with SMUD made, preliminary design for the underground joint utility system was prepared and sent to utilities for review. This plan is still under review by utilities but confirmation was received that the undergrounding will be accepted into the SMUD SD-14 reimbursement program. Preliminary design for surface improvements continues with further refinement made through coordination with property owners and community groups continues. Right of Way acquisition maps are being prepared in order to begin once the preliminary design is approved.

# Measure A Capital Projects Quarterly Status Report



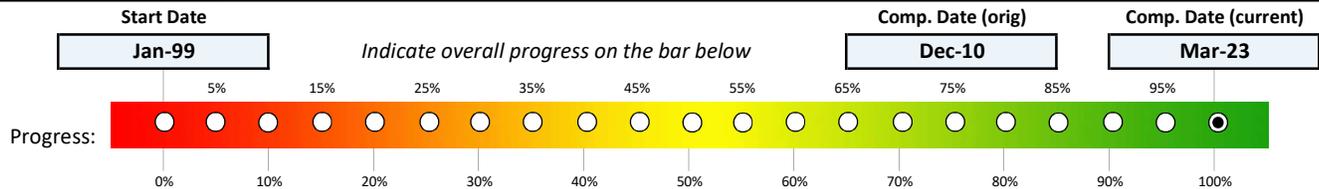
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Tim Stevens, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Hazel Avenue: US Highway 50 to Madison Avenue</b>				
Sponsor Project ID Number:	<b>STOXCC;STOXCJ;DV2L43;STRL43</b>	STA Project ID Number:	<b>A-21-SC</b>		
Original Est. Project Cost:	\$ <b>79,292,680.00</b>	Current Est. Project Cost:	\$ <b>110,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>33,999,043.75</b>	Projected Spending	1Q:	\$ -
Previous Contract(s) Spending:	\$ <b>33,999,043.75</b>		2Q:	\$ -
Current Contract Amount:	\$ <b>13,554,609.04</b>		3Q:	\$ -
Current Contract Spending:	\$ <b>13,554,609.04</b>		4Q:	\$ -
Expended This Quarter:	\$ -			
Total Remaining:	\$ -			
			Funds leveraged using local match	\$ <b>22,192,297.22</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input checked="" type="checkbox"/> Completed       |

Explanation of Activities this Quarter and Additional Notes

Hazel Phase 3 - Sunset Avenue to Madison Avenue: The project improvements have been completed, landscape establishment period has begun, and ribbon cutting ceremony performed. Closeout activities will begin upon completion of the plant establishment period.

*Can be dropped from reporting*

# Measure A Capital Projects Quarterly Status Report



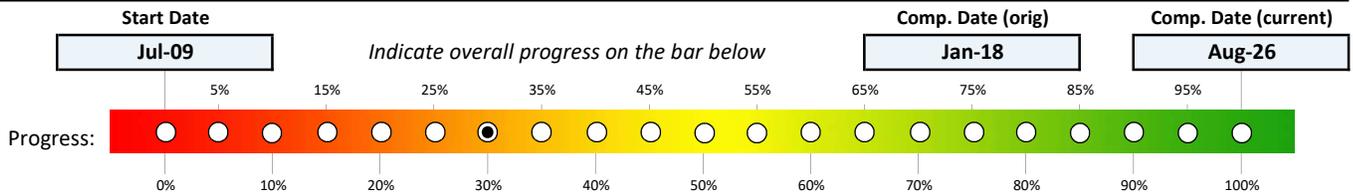
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Tim Stevens, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Hazel Avenue: US Highway 50 Interchange and Folsom Blvd Intersection</b>				
Sponsor Project ID Number:	<b>STRL41</b>	STA Project ID Number:	<b>A-23-SC</b>		
Original Est. Project Cost:	\$ <b>61,268,182.00</b>	Current Est. Project Cost:	\$ <b>105,000,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>1,679,031.22</b>	Projected Spending	1Q:	\$	<b>335,000.00</b>
Previous Contract(s) Spending:	\$	<b>1,679,031.22</b>		2Q:	\$	<b>335,000.00</b>
Current Contract Amount:	\$	<b>6,821,000.00</b>		3Q:	\$	<b>335,000.00</b>
Current Contract Spending:	\$	<b>627,415.22</b>		4Q:	\$	<b>335,000.00</b>
Expended This Quarter:	\$	<b>226,381.98</b>				
Total Remaining:	\$	<b>5,967,202.80</b>	Funds leveraged using local match	\$	<b>926,189.00</b>	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Not Started                          | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold                   | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

Bridge type selection reports continue and due to the number of structures, there will be three separate submittals. Caltrans has approved the first submittal and review is underway for the second. Topography survey and boundary mapping has been received and notices of decision to appraise have been sent out for the two full acquisition parcels. Preliminary design continues with evaluation from Caltrans in regards to how much land will be required for maintenance easements so that we can proceed with the partial ROW acquisitions.

# Measure A Capital Projects Quarterly Status Report



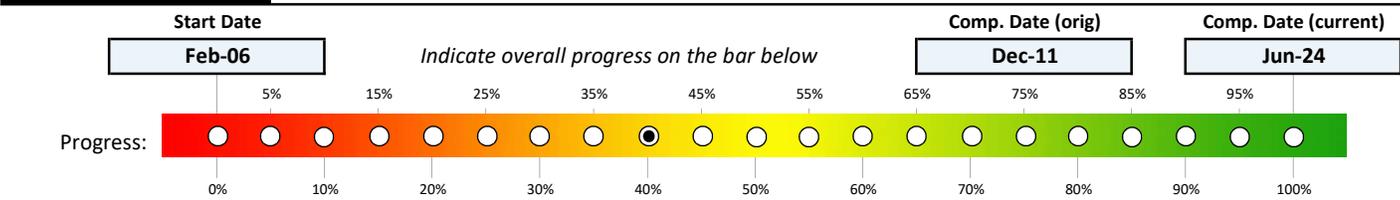
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Jenny Singh, Senior Civil Engineer</b>		
		Contact Info:	<b>(916)874-6291</b>		
Project Name:	<b>Madison Avenue: Sunrise Blvd to Hazel Avenue</b>				
Sponsor Project ID Number:	<b>STOXAG</b>	STA Project ID Number:	<b>A-24-SC</b>		
Original Est. Project Cost:	\$ <b>19,929,143.00</b>	Current Est. Project Cost:	\$ <b>28,872,280.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>1,280,274.94</b>	Projected Spending	1Q:	\$ <b>100,000.00</b>
Previous Contract(s) Spending:	\$ <b>1,280,274.94</b>		2Q:	\$ <b>100,000.00</b>
Current Contract Amount:	\$ <b>2,900,000.00</b>		3Q:	\$ <b>100,000.00</b>
Current Contract Spending:	\$ <b>784,018.51</b>		4Q:	\$ <b>100,000.00</b>
Expended This Quarter:	\$ <b>-</b>			
Total Remaining:	\$ <b>2,115,981.49</b>	Funds leveraged using local match	\$ <b>371,835.75</b>	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

The project will construct improvements by proposing three lanes westbound and two lanes eastbound west of Kenneth Ave and no lane widening beyond 150 feet east of Kenneth Avenue. The Roadway improvements also includes landscaping, sidewalks, drainage, pavement resurfacing, traffic signal modifications, and bike lanes. New traffic signal interconnect will also be installed to provide traffic congestion relief.

### Activities This Quarter

This project is currently in preliminary design and environmental review stage. The environmental document is anticipated to be released in spring 2024. Public outreach and community input on the proposed project will be solicited through public meetings which is expected to occur spring 2024. Right-of-way acquisition process will begin after preliminary design is complete.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2023** Fiscal Year: **2022-23** Reporting Quarter: **4**

Agency: **County of Sacramento** Project Mgr: **Keith Gotwalt, Senior Civil Engineer**  
Contact Info: **(916) 874-2818**

Project Name: **South Watt Ave/Elk Grove-Florin Rd: Folsom Boulevard to Calvin Road**

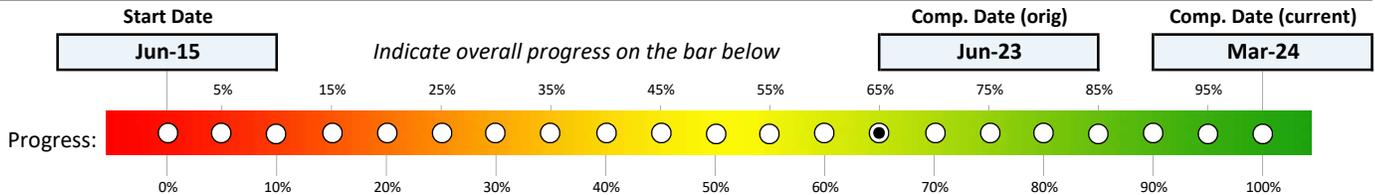
Sponsor Project ID Number: **STOXdG** STA Project ID Number: **A-27-SC**

Original Est. Project Cost: \$ **10,873,412.00** Current Est. Project Cost: \$ **53,000,000.00**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>3,159,720.99</b>	Projected Spending	1Q:	\$	<b>705,000.00</b>
Previous Contract(s) Spending:	\$	<b>3,159,720.99</b>		2Q:	\$	<b>705,000.00</b>
Current Contract Amount:	\$	<b>9,031,000.00</b>		3Q:	\$	<b>705,000.00</b>
Current Contract Spending:	\$	<b>1,029,704.45</b>		4Q:	\$	<b>705,000.00</b>
Expended This Quarter:	\$	<b>767,705.44</b>				
Total Remaining:	\$	<b>7,233,590.11</b>				
Funds leveraged using local match						\$ <b>2,533,490.00</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Pending or On-Hold
- Design and/or Engineering
- Right-of-Way Acquisition
- Environmental Review
- Planning/Financing/Approval
- Bidding and/or Contracting
- Under Construction
- Completed

Explanation of Activities this Quarter and Additional Notes

The project is currently in the Design and Engineering and Right-of-Way phase of work. An engineering consultant is under contract and the environmental studies for CEQA are complete. Project design is continuing and includes coordination with stakeholders such as the City of Sacramento, Caltrans, adjacent developers, the Central Valley Flood Protection Board, and Central California Traction Railroad Company. Hydromodification and drainage design alternatives on the project are being coordinated. Right of way activities are progressing.

# Measure A Capital Projects Quarterly Status Report



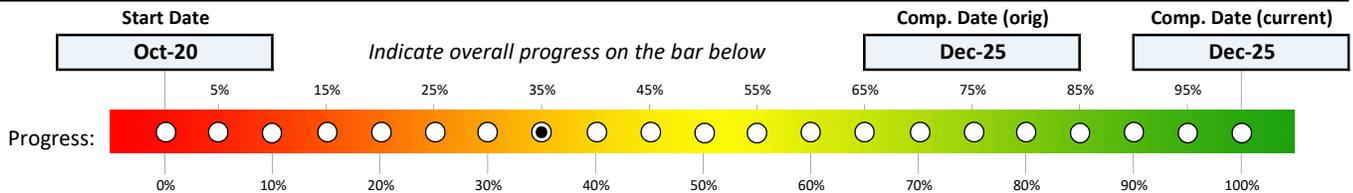
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Melissa Wright, Principal Civil Engineer</b>		
		Contact Info:	<b>(916) 874-6291</b>		
Project Name:	<b>Sunrise Boulevard: Jackson Road to Grant Line Road</b>				
Sponsor Project ID Number:	<b>STOXEX</b>	STA Project ID Number:	<b>A-31-SC</b>		
Original Est. Project Cost:	\$ <b>79,763,000.00</b>	Current Est. Project Cost:	\$ <b>79,763,000.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ 56,250.00
Previous Contract(s) Spending:	\$ -		2Q:	\$ 56,250.00
Current Contract Amount:	\$ 2,576,000.00		3Q:	\$ 56,250.00
Current Contract Spending:	\$ -		4Q:	\$ 56,250.00
Expended This Quarter:	\$ -			
Total Remaining:	\$ 2,576,000.00	Funds leveraged using local match	\$ -	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition    | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review        | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

This is a Phase 1 Project and includes widening of Sunrise Boulevard between Jackson Hwy and Kiefer Road in the City of Rancho Cordova and intersection improvements at Jackson Road and Sunrise Boulevard by the County.

### Activities This Quarter

The City of Rancho Cordova (City) and the County executed a reimbursement agreement for this project that is being included in the City's Sunrise Widening project. The City's consultant is underway with preliminary design efforts, including coordination with USBR.

# Measure A Capital Projects Quarterly Status Report



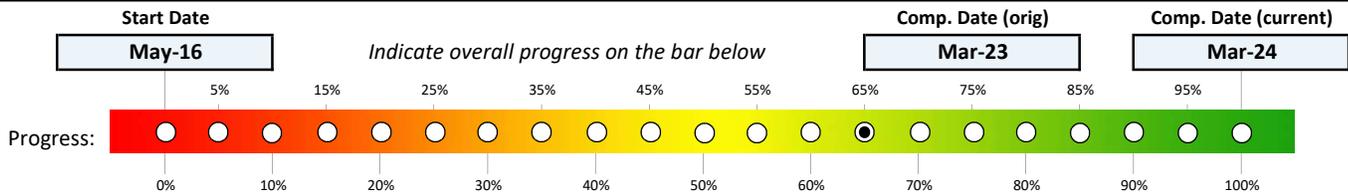
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Keith Gotwalt, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-2818</b>		
Project Name:	<b>Watt Avenue: Antelope Road to Capital City Freeway</b>				
Sponsor Project ID Number:	<b>STOXdN</b>	STA Project ID Number:	<b>A-37-SC</b>		
Original Est. Project Cost:	\$ <b>40,825,817.00</b>	Current Est. Project Cost:	\$ <b>40,825,817.00</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ <b>263,377.50</b>	Projected Spending	1Q:	\$ <b>100,000.00</b>
Previous Contract(s) Spending:	\$ <b>263,377.50</b>		2Q:	\$ <b>100,000.00</b>
Current Contract Amount:	\$ <b>2,720,000.00</b>		3Q:	\$ <b>35,750.00</b>
Current Contract Spending:	\$ <b>2,157,093.43</b>		4Q:	\$ <b>35,750.00</b>
Expended This Quarter:	\$ <b>137,388.93</b>			
Total Remaining:	\$ <b>425,517.64</b>	Funds leveraged using local match	\$ <b>1,559,439.32</b>	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

Project improvements on this corridor are for a segment of Watt Avenue from Interstate 80 to Roseville Road. The design for this project will implement a complete streets concept that will include sidewalk infill, Americans With Disabilities Act (ADA) improvements (curb ramps and bus stops), Class II bike lanes, and streetscape enhancements.

### Activities This Quarter

Project remains in the right-of-way phase, the design team is refining the roadway design and coordinating with utilities. Right of way is progressing, with a goal to certify the right of way by spring of 2024. C plans are anticipated to be sent out in the next quarter.

# Measure A Capital Projects Quarterly Status Report



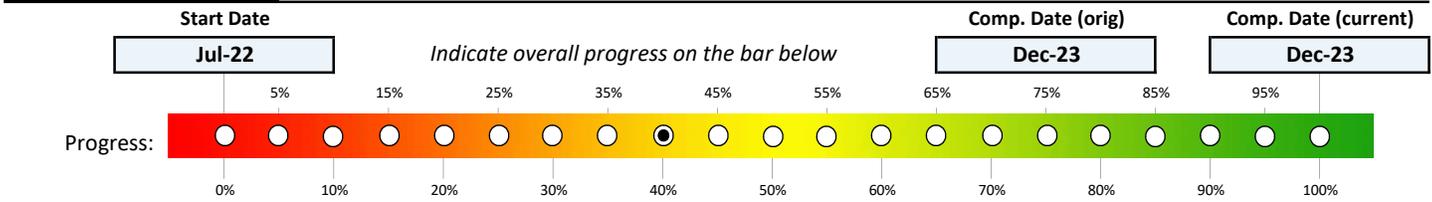
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022/23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>County of Sacramento</b>	Project Mgr:	<b>Keith Gotwalt, Senior Civil Engineer</b>		
		Contact Info:	<b>(916) 874-2818</b>		
Project Name:	<b>Arden Way Complete Streets Phase 2 - Fulton Ave to Morse Ave</b>				
Project ID Number:	<b>RFODGR</b>	STA Project ID Number:	<b>SGIP-SAC-2</b>		
Original Est. Project Cost:	\$ <b>5,740,000.00</b>	Current Est. Project Cost:	\$ <b>5,740,000.00</b>		

## MEASURE A FUNDING

Total Measure A Funding:	\$ <b>513,000.00</b>	Projected Spending	1Q:	\$ <b>10,000.00</b>
Current Contract Amount:	\$ <b>513,000.00</b>		2Q:	\$ <b>20,000.00</b>
Total Previously Expended:	\$ <b>10,468.58</b>		3Q:	\$ <b>50,000.00</b>
Expended This Quarter:	\$ <b>8,239.91</b>		4Q:	\$ <b>50,000.00</b>
Total Remaining:	\$ <b>494,291.51</b>			
			Funds leveraged using local match	\$ <b>28,882.13</b>

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

**Arden Way Complete Streets SGIP Funds**

Arden Way Complete Streets Phase 2 Project - Arden Way from Morse Avenue to Fulton Avenue. The Phase 2 project will provide bike lanes, sidewalk and Americans with Disabilities Act (ADA) upgrades, bus turnouts, and landscaping.

**Activities This Quarter**  
Environmental review and pre-design efforts.

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2023** Fiscal Year: **2022-23** Reporting Quarter: **4**

Agency: **Capital SouthEast Connector** Project Mgr: **Matt Lampa**  
Contact Info: [LampaM@SacCounty.gov](mailto:LampaM@SacCounty.gov)

Project Name: **Capital SouthEast Connector**

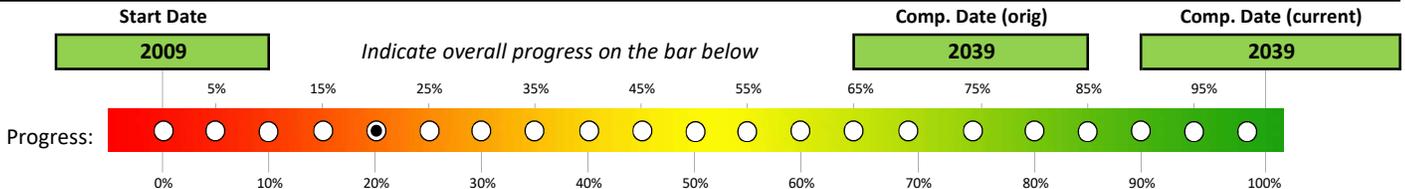
Sponsor Project ID Number: **N/A** STA Project ID Number: **A-16-JP (10&20)**

Original Est. Project Cost: \$ **1,006,014,000** Current Est. Project Cost: \$ **588,190,000**

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$	<b>12,788,762.00</b>	Projected Spending	1Q:	\$	<b>597,432</b>
Previous Contract(s) Spending:	\$	<b>12,788,762.00</b>		2Q:	\$	<b>597,432</b>
Current Contract Amount:	\$	<b>29,640,000.00</b>	Projected Spending	3Q:	\$	<b>597,432</b>
Current Contract Spending:	\$	<b>26,889,235.60</b>		4Q:	\$	<b>597,432</b>
Expended This Quarter:		<b>361,036.40</b>				
Total Remaining:		<b>2,389,728.00</b>	Funds leveraged using local match	\$	<b>150,300,000.00</b>	

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- Not Started
- Right-of-Way Acquisition
- Bidding and/or Contracting
- Pending or On-Hold
- Environmental Review
- Under Construction
- Design and/or Engineering
- Planning/Financing/Approval
- Completed

Explanation of Activities this Quarter and Additional Notes

### Explanation of activities:

#### - Segment A:

- A1 & A2 - Coordination with Caltrans to Finalize Programmatic Agreement and NEPA document Coordination with City of Elk Grove regarding developments along Kammerer Rd and review of General Plan Update. NEPA approval anticipated next quarter.

- A1 - Consultant interviews and selection for final design and right of way. Continued coordination w/ City on design.

- A2 - Project construction completed, notice of completion issued in June

- Segment B: B2 Project construction completed, notice of completion issued in June. Coordination with City of Elk Grove regarding developments along Grant Line Rd.

- Segment C: Coordination with City of Elk Grove and property owners regarding developments along Grant Line Rd. Coordination with City regarding Wilton Rd intersection

#### - Segment D2:

- D2a - Coordination with the CTC regarding TCEP Grant. Coordination with County of Sacramento on development infrastructure along Grant Line Rd. Coordination with City of Rancho Cordova and County of Sacramento regarding engineering and ROW funding. Prepare and advertise an RFP for engineering design and Right of way services. Consultant selection and

# Measure A Capital Projects Quarterly Status Report



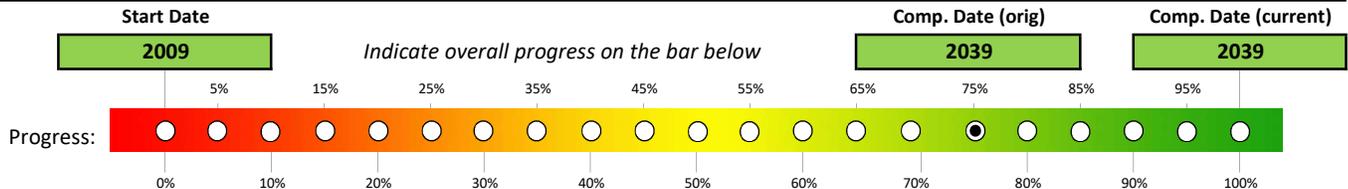
## PROJECT INFO

Quarter Ended:	<b>June 30, 2023</b>	Fiscal Year:	<b>2022-23</b>	Reporting Quarter:	<b>4</b>
Agency:	<b>Capital SouthEast Connector</b>	Project Mgr:	<b>Derek Minnema</b>		
		Contact Info:	<a href="mailto:minnemad@saccounty.gov">minnemad@saccounty.gov</a>		
Project Name:	<b>Capital SouthEast Connector Mitigation - Smart Growth Incentive Program</b>				
Sponsor Project ID Number:	<b>N/A</b>	STA Project ID Number:	<b>A-16-JPM</b>		
Original Est. Project Cost:	\$ <b>5,000,000</b>	Current Est. Project Cost:	\$ <b>5,000,000</b>		

## MEASURE A FUNDING

Previous Contract(s) Amount:	\$ -	Projected Spending	1Q:	\$ <b>852,054</b>
Previous Contract(s) Spending:	\$ -		2Q:	\$ -
Current Contract Amount:	\$ <b>5,000,000.00</b>		3Q:	\$ -
Current Contract Spending:	\$ <b>4,139,924.89</b>		4Q:	\$ -
Expended This Quarter:	<b>8,020.58</b>			
Total Remaining:	<b>852,054.53</b>	Funds leveraged using local match	\$	-

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Not Started               | <input type="checkbox"/> Right-of-Way Acquisition               | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold        | <input type="checkbox"/> Environmental Review                   | <input type="checkbox"/> Under Construction         |
| <input type="checkbox"/> Design and/or Engineering | <input checked="" type="checkbox"/> Planning/Financing/Approval | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

### Explanation of activities:

- Evaluation of project environmental impact and mitigation strategies.
- Mapping and documentation of resources on Grant Line Rd mitigation parcel
- Collaboration with conservation partners to identify potential mitigation properties to continue open space preservation strategy
- Connector Project updates are provided to the public at regularly scheduled JPA Board meetings. Additional details can be found at [www.ConnectorJPA.net](http://www.ConnectorJPA.net)

# Measure A Capital Projects Quarterly Status Report



## PROJECT INFO

Quarter Ended: **June 30, 2023** Fiscal Year: **2022-23** Reporting Quarter: **4**

Agency: **City of Rancho Cordova** Project Mgr: **Kristine Courdy**  
 Contact Info: [kcourdy@cityofranhocordova.org](mailto:kcourdy@cityofranhocordova.org)

Project Name: **Chase Drive - American River Parkway Connection**

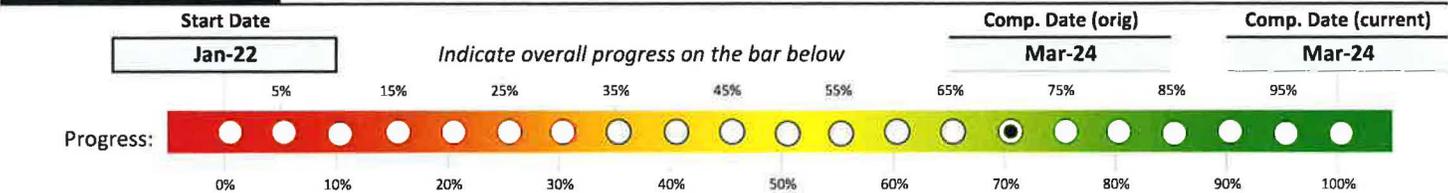
Sponsor Project ID Number: **CP22-2220** STA Project ID Number: **A-32-RC-SGIP**

Original Est. Project Cost: \$ **3,150,000.00** Current Est. Project Cost: \$ **3,300,000.00**

## MEASURE A FUNDING

Total Measure A Funding:	\$	788,000.00	Projected Spending	1Q:	\$	75,000.00
Current Contract Amount:	\$	788,000.00		2Q:	\$	100,000.00
Total Previously Expended:	\$	207,738.70		3Q:	\$	50,000.00
Expended This Quarter:	\$	46,190.84		4Q:	\$	50,000.00
Total Remaining:	\$	534,070.46		Funds leveraged using local match	\$	150,000.00

## PROJECT STATUS



Current Status (as of last day of reporting quarter; check only one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Not Started                          | <input type="checkbox"/> Right-of-Way Acquisition        | <input type="checkbox"/> Bidding and/or Contracting |
| <input type="checkbox"/> Pending or On-Hold                   | <input checked="" type="checkbox"/> Environmental Review | <input type="checkbox"/> Under Construction         |
| <input checked="" type="checkbox"/> Design and/or Engineering | <input type="checkbox"/> Planning/Financing/Approval     | <input type="checkbox"/> Completed                  |

Explanation of Activities this Quarter and Additional Notes

The Project is currently under design with 65% plans. We have completed a community outreach meeting for public input on the Project. The Project has been submitted to the Central Valley Flood Protection Board for permit processing due to the project proximity to the American River.

Note: The March 2024 Completion Date is for Final Design.



SEPTEMBER 14, 2023

AGENDA ITEM # 5

RECEIVE AND FILE MEASURE A ONGOING PROGRAMS ANNUAL REPORT – FISCAL YEAR 2022-23

Action Requested: Receive and File

Key Staff: Dustin Purinton, Accounting Manager

Receive and file the Measure A Ongoing Programs Annual Report for the period ending June 30, 2023.

**Discussion**

The attached table presents Measure A ongoing revenues and expenditures by jurisdiction and program for each quarter of FY 2022-23 and in total. Also attached is a similar table for the prior year 2021-22 for comparison. Ongoing programs are those that receive monthly formulaic allocations as prescribed in the Measure A Ordinance. Below is a table that summarizes the current and prior year.

	FY 22-23	FY 21-22	\$ Difference	% Difference
<b>Beginning Balance</b>	\$ 72,440,778	\$ 61,997,471	\$ 10,443,307	16.84%
<b>Revenue</b>	\$ 137,331,826	\$ 135,480,336	\$ 1,851,490	1.37%
<b>Expenses</b>	\$ 132,396,461	\$ 125,477,829	\$ 6,918,632	5.51%
<b>Other Revenue / Expenses</b>	\$ 1,239,682	\$ 440,800	\$ 798,882	181.23%
<b>Ending Balance</b>	\$ 78,615,824	\$ 72,440,778	\$ 6,175,046	8.52%

STA staff has seen a gradual increase in fund balance over time due to a variety of factors. Staff believe that this increase is likely due to projects that are more challenging to deliver and go beyond a single fiscal year to deliver. Factors that contribute to these challenges are likely projects with federal or state funds, projects that add complete street elements, and the complexity and scale of projects. STA staff utilizes this information to review agencies annual budget and Capital Improvement Program.

Several jurisdictions reported positive amounts in the “Other Rev/Exp” column. The predominant cause is higher levels of interest in the current year. In each case, STA staff review the adjustments to ensure compliance with the Measure A Ordinance.

Please see the attached summaries for details by jurisdiction and program.

Attachment

- 1) Measure A On-Going Programs Summary Fiscal Years 2022-23 & 2021-22

**SACRAMENTO TRANSPORTATION AUTHORITY  
MEASURE A ON-GOING PROGRAMS  
July 1, 2022 through June 30, 2023**

	Program Category	July 1 2022	Revenues / Allocations					Expenditures					Other Rev/Exp	June 30, 2023
			1st Q FY2023	2nd Q FY2023	3rd Q FY2023	4th Q FY2023	Total Rev	1st Q FY2023	2nd Q FY2023	3rd Q FY2023	4th Q FY2023	Total Exp		
Citrus Heights	Traffic Safety & Control	492,653	71,995	69,336	69,362	64,226	274,920	17,167	23,097	383,273	50,652	474,189	(27,154)	266,230
	Safety and Streetscaping	804,500	106,659	102,252	102,296	93,735	404,943		2,691	899,561		902,252	(8,141)	299,050
	Street & Road Maint	3,431,787	719,954	693,359	693,623	642,259	2,749,195	280,712	368,070	897,853	1,104,640	2,651,275	(177,956)	3,351,753
	<b>Total</b>	<b>4,728,940</b>	<b>898,609</b>	<b>864,947</b>	<b>865,281</b>	<b>800,221</b>	<b>3,429,057</b>	<b>297,878</b>	<b>393,858</b>	<b>2,180,688</b>	<b>1,155,292</b>	<b>4,027,715</b>	<b>(213,250)</b>	<b>3,917,032</b>
Elk Grove	Traffic Safety & Control	1,009,954	151,397	146,691	146,746	91,072	535,906	95,922	27,528	54,196	104,769	282,415	22,821	1,286,266
	Safety and Streetscaping	2,208,027	224,283	216,330	216,423	133,017	790,053	221,141	61,927	37,522	162,729	483,319	45,682	2,560,443
	Street & Road Maint	9,370,841	1,513,967	1,466,906	1,467,464	910,724	5,359,061	2,496,371	2,344,565	1,272,992	1,259,639	7,373,567	268,482	7,624,817
	<b>Total</b>	<b>12,588,823</b>	<b>1,889,647</b>	<b>1,829,926</b>	<b>1,830,633</b>	<b>1,134,813</b>	<b>6,685,019</b>	<b>2,813,434</b>	<b>2,434,020</b>	<b>1,364,710</b>	<b>1,527,137</b>	<b>8,139,300</b>	<b>336,985</b>	<b>11,471,526</b>
Folsom	Traffic Safety & Control	331,550	72,843	70,471	70,497	65,277	279,088	31,666	60,281	18,455	38,162	148,564		462,074
	Safety and Streetscaping	875,466	107,912	103,925	103,970	95,269	411,076	14,746	46,678	48,617	3,144	113,185		1,173,358
	Street & Road Maint	1,925,093	728,429	704,706	704,974	652,770	2,790,879	141,327	406,854	432,355	(54,854)	925,682	199,712	3,990,002
	<b>Total</b>	<b>3,132,112</b>	<b>909,184</b>	<b>879,102</b>	<b>879,441</b>	<b>813,316</b>	<b>3,481,043</b>	<b>187,739</b>	<b>513,813</b>	<b>499,427</b>	<b>(13,548)</b>	<b>1,187,430</b>	<b>199,712</b>	<b>5,625,436</b>
Rancho Cordova	Traffic Safety & Control	782,787	72,115	70,034	70,061	64,873	277,083	72,967	68,360	103,804	67,680	312,811	64,308	811,367
	Safety and Streetscaping	1,571,843	106,832	103,282	103,326	94,680	408,120	18,065	129,576	41,570	47,041	236,252	113,451	1,857,161
	Street & Road Maint	8,253,722	721,154	700,342	700,609	648,728	2,770,833	(444,172)	943,602	872,905	1,670,773	3,043,108	638,495	8,619,942
	<b>Total</b>	<b>10,608,353</b>	<b>900,101</b>	<b>873,658</b>	<b>873,996</b>	<b>808,281</b>	<b>3,456,036</b>	<b>(353,140)</b>	<b>1,141,538</b>	<b>1,018,279</b>	<b>1,785,494</b>	<b>3,592,171</b>	<b>816,254</b>	<b>11,288,472</b>
Sacramento	Traffic Safety & Control	4,578,050	430,419	416,643	416,802	385,938	1,649,802	634,136	431,387	435,129	220,758	1,721,410	-	4,506,442
	Safety and Streetscaping	8,933,013	637,638	614,438	614,703	563,262	2,430,041	158,442	266,308	147,229	(90,733)	481,246	-	10,881,808
	Street & Road Maint	8,299,177	4,304,193	4,166,434	4,168,020	3,859,375	16,498,022	472,456	5,566,368	2,982,387	4,609,969	13,631,180	-	11,166,019
	<b>Total</b>	<b>21,810,239</b>	<b>5,372,250</b>	<b>5,197,516</b>	<b>5,199,525</b>	<b>4,808,575</b>	<b>20,577,866</b>	<b>1,265,034</b>	<b>6,264,063</b>	<b>3,564,745</b>	<b>4,739,994</b>	<b>15,833,836</b>	<b>-</b>	<b>26,554,269</b>
County	Traffic Safety & Control	1,255,301	551,066	529,365	529,567	490,352	2,100,350	(2,692)	1,316,039	(263,981)	227,941	1,277,308	-	2,078,344
	Safety and Streetscaping	4,031,574	816,401	780,673	781,009	715,651	3,093,734	(170,741)	2,542,548	(194,635)	1,883,325	4,060,498	-	3,064,810
	Street & Road Maint	-	5,510,662	5,293,654	5,295,669	4,903,521	21,003,506	5,510,662	5,293,654	5,295,669	4,903,521	21,003,506	-	-
	<b>Total</b>	<b>5,286,876</b>	<b>6,878,129</b>	<b>6,603,693</b>	<b>6,606,245</b>	<b>6,109,524</b>	<b>26,197,591</b>	<b>5,337,229</b>	<b>9,152,241</b>	<b>4,837,053</b>	<b>7,014,788</b>	<b>26,341,311</b>	<b>-</b>	<b>5,143,155</b>
Isleton	Total Rev / Exp	(417,045)	18,288	17,651	17,657	16,357	69,954	(331,444)	1,332	6,000	6,103	(318,008)	-	(29,083)
Galt	Total Rev / Exp	6,743,478	457,201	441,269	441,436	408,935	1,748,841	71,939	151,685	38,410	1,558,161	1,820,195	(7,543)	6,664,581
SMAQMD	Total Rev / Exp	749	674,918	651,270	651,518	603,273	2,580,979	675,577	651,317	651,313	603,518	2,581,725	-	3
Paratransit (CTSA)	Total Rev / Exp	-	607,426	586,143	586,366	542,945	2,322,880	607,426	586,143	586,366	542,945	2,322,880	-	-
SRTD (CTSA)	Total Rev / Exp	-	1,417,328	1,367,667	1,368,188	1,266,872	5,420,055	1,417,328	1,367,667	1,368,188	1,266,872	5,420,055	-	-
SRTD	Total Rev / Exp	-	15,523,114	14,979,211	14,984,912	13,875,269	59,362,506	15,523,114	14,979,211	14,984,912	13,875,269	59,362,506	-	-
Sac Parks	Total Rev / Exp	989,536	250,000	250,000	250,000	250,000	1,000,000	70,258	115,238	63,218	78,984	327,698	-	1,661,838
Neigh Shuttle	Total Rev / Exp	910,456	250,000	250,000	250,000	250,000	1,000,000	478,803	-	981,113	40,355	1,500,270	12,658	422,844
CTSA	Total Rev / Exp	6,058,261	-	-	-	-	-	-	-	-	257,376	257,376	94,866	5,895,751
	<b>Total Activity</b>	<b>72,440,778</b>	<b>36,046,195</b>	<b>34,792,052</b>	<b>34,805,198</b>	<b>31,688,381</b>	<b>137,331,826</b>	<b>28,061,175</b>	<b>37,752,125</b>	<b>32,144,422</b>	<b>34,438,739</b>	<b>132,396,461</b>	<b>1,239,681</b>	<b>78,615,824</b>

**SACRAMENTO TRANSPORTATION AUTHORITY  
MEASURE A ON-GOING PROGRAMS  
July 1, 2021 through June 30, 2022**

Program Category	July 1 2021	Allocations					Total Rev	Expenditures					Other Rev/Exp	June 30, 2022
		1st Qtr FY 2022	2nd Qtr FY 2022	3rd Qtr FY 2022	4th Qtr FY 2022	1st Qtr FY 2022		2nd Qtr FY 2022	3rd Qtr FY 2022	4th Qtr FY 2022	Total Exp			
Citrus Heights	Traffic Safety & Control	688,328	69,936	65,189	69,038	66,682	270,845	24,501	39,487	253,605	79,575	397,168	(69,352)	492,653
	Safety and Streetscaping	1,014,121	103,189	95,303	101,718	97,791	398,001	71,365	116,231	378,714	9,603	575,913	(31,709)	804,500
	Street & Road Maint	2,291,870	699,358	651,894	690,381	666,819	2,708,453	233,865	354,831	554,618	313,794	1,457,109	(111,427)	3,431,787
	<b>Total</b>	<b>3,994,319</b>	<b>872,483</b>	<b>812,387</b>	<b>861,137</b>	<b>831,292</b>	<b>3,377,299</b>	<b>329,731</b>	<b>510,549</b>	<b>1,186,937</b>	<b>402,972</b>	<b>2,430,190</b>	<b>-</b>	<b>4,728,940</b>
Elk Grove	Traffic Safety & Control	881,871	145,827	136,722	144,794	139,852	567,195	154,306	123,806	88,040	103,327	469,479	30,367	1,009,954
	Safety and Streetscaping	2,157,003	215,157	199,880	213,333	205,097	833,467	184,206	273,229	263,884	100,070	821,389	38,946	2,208,027
	Street & Road Maint	7,098,579	1,458,266	1,367,217	1,447,936	1,398,519	5,671,938	580,467	725,812	913,289	1,584,731	3,804,299	404,624	9,370,841
	<b>Total</b>	<b>10,137,453</b>	<b>1,819,250</b>	<b>1,703,819</b>	<b>1,806,063</b>	<b>1,743,468</b>	<b>7,072,600</b>	<b>918,979</b>	<b>1,122,847</b>	<b>1,265,213</b>	<b>1,788,128</b>	<b>5,095,167</b>	<b>-</b>	<b>12,588,823</b>
Folsom	Traffic Safety & Control	184,850	71,172	65,826	69,713	67,334	274,045	47,537	70,503	9,304	-	127,344	(1)	331,550
	Safety and Streetscaping	522,663	105,017	96,235	102,712	98,747	402,711	2,385	8,662	11,023	27,838	49,908	-	875,466
	Street & Road Maint	1,095,258	711,722	658,265	697,128	673,335	2,740,450	352,470	617,063	559,200	381,880	1,910,613	(2)	1,925,093
	<b>Total</b>	<b>1,802,771</b>	<b>887,911</b>	<b>820,326</b>	<b>869,553</b>	<b>839,416</b>	<b>3,417,206</b>	<b>402,392</b>	<b>696,228</b>	<b>579,527</b>	<b>409,718</b>	<b>2,087,865</b>	<b>-</b>	<b>3,132,112</b>
Rancho Cordova	Traffic Safety & Control	689,642	68,067	65,060	68,901	66,549	268,577	41,310	33,228	42,836	58,060	175,434	2	782,787
	Safety and Streetscaping	1,301,175	100,418	95,114	101,515	97,596	394,643	25,481	33,848	8,970	55,671	123,970	(5)	1,571,843
	Street & Road Maint	7,045,338	680,667	650,595	689,006	665,491	2,685,759	58,287	374,409	662,202	382,479	1,477,377	2	8,253,722
	<b>Total</b>	<b>9,036,155</b>	<b>849,152</b>	<b>810,769</b>	<b>859,422</b>	<b>829,636</b>	<b>3,348,979</b>	<b>125,078</b>	<b>441,485</b>	<b>714,008</b>	<b>496,210</b>	<b>1,776,781</b>	<b>-</b>	<b>10,608,353</b>
Sacramento	Traffic Safety & Control	3,749,840	416,284	388,861	411,819	397,764	1,614,728	98,058	141,656	252,776	328,265	820,755	34,237	4,578,050
	Safety and Streetscaping	6,966,117	614,209	568,494	606,757	583,332	2,372,792	(103,867)	281,386	155,695	137,610	470,824	64,928	8,933,013
	Street & Road Maint	4,775,673	4,162,835	3,888,608	4,118,187	3,977,636	16,147,266	1,505,548	2,214,117	6,750,136	2,188,524	12,658,325	34,563	8,299,177
	<b>Total</b>	<b>15,491,630</b>	<b>5,193,328</b>	<b>4,845,963</b>	<b>5,136,763</b>	<b>4,958,731</b>	<b>20,134,785</b>	<b>1,499,739</b>	<b>2,637,159</b>	<b>7,158,607</b>	<b>2,654,399</b>	<b>13,949,904</b>	<b>-</b>	<b>21,810,239</b>
County	Traffic Safety & Control	545,212	536,204	499,522	529,013	510,958	2,075,698	47,540	616,687	350,392	350,990	1,365,609	-	1,255,301
	Safety and Streetscaping	1,903,704	791,158	730,275	779,427	749,335	3,050,194	84,543	(29)	664,377	173,434	922,324	(1)	4,031,574
	Street & Road Maint	-	5,362,041	4,995,220	5,290,132	5,109,584	20,756,977	5,362,041	4,995,220	5,290,132	5,109,584	20,756,977	-	-
	<b>Total</b>	<b>2,448,917</b>	<b>6,689,403</b>	<b>6,225,017</b>	<b>6,598,572</b>	<b>6,369,877</b>	<b>25,882,869</b>	<b>5,494,124</b>	<b>5,611,878</b>	<b>6,304,902</b>	<b>5,634,007</b>	<b>23,044,910</b>	<b>-</b>	<b>5,286,876</b>
Isleton	Total Rev / Exp	51,263	17,717	16,555	17,526	16,931	68,729	8,362	302,938	199,381	26,356	537,037	-	(417,045)
Galt	Total Rev / Exp	5,812,583	442,936	413,864	438,149	423,282	1,718,231	81,733	157,937	255,798	262,005	757,473	(29,863)	6,743,478
SMAQMD	Total Rev / Exp	44	653,745	610,590	646,639	624,569	2,535,542	653,649	610,708	645,887	624,593	2,534,837	-	749
Paratransit (CTSA)	Total Rev / Exp	-	588,370	549,531	581,975	562,112	2,281,988	588,370	549,531	581,975	562,112	2,281,988	-	-
SRTD (CTSA)	Total Rev / Exp	-	1,372,863	1,282,239	1,357,941	1,311,595	5,324,638	1,372,863	1,282,239	1,357,941	1,311,595	5,324,638	-	-
SRTD	Total Rev / Exp	-	15,036,123	14,043,569	14,872,686	14,365,091	58,317,469	15,036,123	14,043,569	14,872,686	14,365,091	58,317,469	-	-
Sac Parks	Total Rev / Exp	446,849	250,000	250,000	250,000	250,000	1,000,000	245,351	94,850	56,343	60,768	457,312	(1)	989,536
Neigh Shuttle	Total Rev / Exp	1,896,302	250,000	250,000	250,000	250,000	1,000,000	44,967	39,150	1,879,108	39,150	2,002,375	16,529	910,456
CTSA	Total Rev / Exp	10,879,185	-	-	-	-	-	84,000	190,000	4,328,881	277,000	4,879,881	58,957	6,058,261
<b>Total Activity</b>	<b>61,997,471</b>	<b>34,923,281</b>	<b>32,634,628</b>	<b>34,546,426</b>	<b>33,376,001</b>	<b>135,480,336</b>	<b>26,885,463</b>	<b>28,291,068</b>	<b>41,387,195</b>	<b>28,914,104</b>	<b>125,477,829</b>	<b>440,794</b>	<b>72,440,772</b>	



SEPTEMBER 14, 2023

AGENDA ITEM # 6

**APPROVE AGREEMENT WITH CERTIFIED PUBLIC ACCOUNTING FIRM TO PROVIDE AUDIT SERVICES**

Action Requested: Authorize Executive Director

Presenter: Dustin Purinton, Accounting Manager

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**Recommendation**

Staff recommends that the STA Governing Board take the following actions:

- 1) Authorize the Executive Director to execute an agreement with Lance, Soll & Lunghard, LLP to provide audit services for the Authority for FY 23-24 in the amount of \$54,200 in substantially the form presented.
- 2) Adopt the resolution authorizing the following:
  - a. The contract for audit services with Lance, Soll & Lunghard, LLP, in substantially the form attached hereto, is hereby approved for audit of Fiscal Year 2023-2024.
  - b. The STA Executive Director is hereby authorized to amend the contract or exercise an option to extend the agreement for two consecutive one-year terms to cover audits for Fiscal Years 2024-2025 and 2025-2026, in an amount not to exceed a total of \$167,530 for all three years, subject to Item 3, below (additional audit services).
  - c. The STA Executive Director is hereby authorized to execute any and all documents necessary to carry out the annual examination of the Authority's financial statements.

**Background Information**

Ordinance No. STA 04-01 requires that the Independent Taxpayer Oversight Committee (ITOC) shall, with the active involvement of the Executive Director, competitively select a professional auditor to conduct the financial statement audits on a yearly basis. There is also requirement that no professional audit firm shall conduct more than three consecutive financial statement audits.

**Discussion**

The Authority issued a request for proposals (RFP) on June 2, 2023. Under the competitive procurement rules of the Authority, a total of two (2) proposals were received on July 7, 2023, the bid close date. Authority staff recruited a panel of financial experts from participating jurisdictions at the County of Sacramento and City of Rancho Cordova and conducted interviews with the qualifying firms. Ultimately the panel made a recommendation to the ITOC during the August 17, 2023, committee meeting to select Lance, Soll & Lunghard, LLP. The ITOC concurred with this selection.

STA staff then made the appropriate notifications and began negotiating on the scope and fee of the contract. The scope of the agreement includes:

- Examine the Authority’s financial statements for the fiscal years ending June 30, 2024 with options to extend for the 2025 and 2026 fiscal years.
- The examination shall be made in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller General of the United States.
- The examination shall also include a determination of compliance within the terms and definitions of the applicable laws, rules and/or regulations of Public Utilities Code Division 19, the Measure A Ordinance & Expenditure Plan, California Vehicle Code Section 22710, and all applicable contracts.
- The performance of agreed upon procedures related to Measure A entities and SAVSA entities will be made to the extent considered necessary to ensure compliance with applicable laws and contracts. The procedures will include:
  - A review of each entity’s accounting system as it specifically relates to the accounting for and control over all Measure A and SAVSA receipts and expenditures.
  - Selection of a sample of the entities’ Measure A and SAVSA expenditures to ensure they are appropriate and allowable.
- Additionally, the STA is seeking support in maintaining the GFOA Certificate of Achievement for Excellence in Financial Reporting. As such, a review of the STA’s ACFR based on the requirements for the certificate shall be included as part of the review process.

For the next three years, in accordance with STA bond requirements, the ITOC will deliver the results of the financial statement audit to the Governing Board during a board meeting within 270 days after the June 30 fiscal year end. The proposed resolution also authorized the Executive Director to amend the contract or exercise an option to extend the agreement for two consecutive one-year terms to cover audits for Fiscal Years 2024-2025 and 2025-2026.

**Fiscal Impact**

The recommended action is budgeted for under the Administrative Fund ITOC Budget line item. The financial impact of the agreement with optional extensions is summarized below.

Fiscal Year Ending	Fee
6/30/2024	\$54,200
6/30/2025	\$55,830
6/30/2026	\$57,500
Total	\$167,530

***Attachment***

1. Sacramento Transportation Authority Auditor Services Agreement STA-23-001-AUD
2. Audit Services Resolution Fiscal Years 2023-24, 2024-25 & 2025-26

**SACRAMENTO TRANSPORTATION AUTHORITY AUDITOR SERVICES  
AGREEMENT  
STA-23-001-AUD**

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_ by and between the Sacramento Transportation Authority (“STA”), a local transportation authority formed pursuant to California Public Utilities Code section 180000 et seq. and Lance, Soll & Lunghard, LLP (“Auditor”), a California corporation.

**RECITALS**

**WHEREAS**, STA is required under California Public Utilities Code section 180105(c) to “cause a post audit of the financial transactions and records of the authority to be made at least annually by a certified public accountant”;

**WHEREAS**, the STA Board of Directors desires to retain a qualified auditor to perform a review of STA’s financial records for the purpose of rendering an opinion and making recommendations on the adequacy of the STA’s internal controls and financial reporting and compliance with applicable laws and regulations;

**WHEREAS**, Auditor possesses the experience, knowledge and qualifications necessary to perform, prepare and deliver a quality audit that will objectively evaluate the fair presentation of the financial statements and the internal control over financial reporting;

**WHEREAS**, STA is authorized to enter into such an agreement pursuant to California Public Utilities Code section 180152.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, STA and Auditor agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Auditor shall provide to STA the services described in Exhibit A. Auditor shall provide said services at the time, place, and in the manner specified in Exhibit A. The Auditor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) Auditor notifies the STA that such service is deemed an additional service and Auditor estimates the additional compensation required for this activity; and (b) the STA, after notice, approves the additional service and amount of compensation therefor.

2. **Payment.** STA shall pay Auditor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Auditor for services rendered pursuant to this Agreement unless, pursuant to paragraph 1 above, STA approves additional compensation for additional services. Auditor shall submit all billings for said services to STA in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary

procedures and practices which Auditor uses for billing clients similar to STA.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, Auditor shall, at its sole cost and expense furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. STA shall furnish to Auditor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **General Provisions.** The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.

5. **STA Representative.** The STA Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the STA.

6. **Exhibits.** All exhibits referred to herein are attached hereto and are by reference incorporated herein.

Executed as of the day first above stated.

Sacramento Transportation Authority

Lance, Soll & Lunghard, LLP

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Kevin Bewsey  
Executive Director

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Brandon Young  
Partner

Approved as to Form:

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General Counsel

Attachments:

- Exhibit A - Representatives and Services to be Provided
- Exhibit B - Fee Schedule and Manner of Payment
- Exhibit C - Facilities and Equipment to be provided by STA
- Exhibit D - General Provisions

**SACRAMENTO TRANSPORTATION AUTHORITY**  
**EXHIBIT A**  
AUDITOR SERVICES AGREEMENT

**REPRESENTATIVES AND SERVICES TO BE PROVIDED**

1. **Representatives:**

The STA Representative for this Agreement is:

**Dustin Purinton, Accounting Manager** (916) 323-0894

All Auditor's questions pertaining to this agreement will be referred to the above-named person or the representative's designee.

The Auditor's Representative for this Agreement is:

**Brandon Young, Partner** (916) 503-9691

All STA questions pertaining to this Agreement will be referred to the above-named person. All correspondence to the STA will be addressed to:

Sacramento Transportation Authority  
801 12<sup>th</sup> Street Floor 5  
Sacramento, CA 95814  
Attn: Dustin Purinton, Accounting Manager [dustin@sacta.org](mailto:dustin@sacta.org)

2. **Services to be provided:**

The Auditor shall make an examination of the financial statements of the STA and Sacramento Abandoned Vehicle Service Authority ("SAVSA") for the fiscal year ended June 30, 2024. The examination shall be made in accordance with generally accepted auditing standards and will include all procedures necessary for the rendition of an opinion regarding the accuracy and completeness of the presentation of the financial statements in accordance with generally accepted accounting principles.

The examination shall also include a determination of compliance with the terms and definitions of the applicable laws, rules and/or regulations of Public Utilities Code Division 19, the Measure A Ordinance and Expenditure Plan, the California Vehicle Code Section 22710, and all applicable contracts.

A representative examination of the Measure A entities and the SAVSA entities will be made to ensure compliance with applicable laws and with their Measure A and SAVSA contracts with STA. The examination will include:

- a. a study and evaluation of each entity's system of internal control;
- b. a proper test of each entity's accounting records and other financial records;
- c. a review of each entity's accounting system in operation.

It is recognized that STA has the responsibility for the proper recording of transactions in the books of account, for the safeguarding of assets, and for the substantial accuracy of the financial statements. Such statements are the representations of STA and will be typed in final form by the STA.

The objective of the audit is the expression of an independent opinion on the STA and SAVSA financial statements—per auditing standards established by the American Institute of Certified Public Accountants—to conclude that the financial statements are fairly presented in accordance with generally accepted accounting principles. In conjunction with the audit, Auditor will evaluate STA's internal control over financial reporting for the purpose of expressing an opinion on the financial statements. Any internal control or other financial reporting issues noted during the audit will be communicated to the STA's management and governing board. The ability of Auditor to express that opinion will be dependent on the facts and circumstances on the date of that opinion. If the opinion is other than unqualified, the reasons therefore will be fully disclosed.

Audit work will begin in July 2024. Draft copies of the combined audit reports, internal control reports, management letters, and agreed-upon-procedures reports for each Measure A and SAVSA entity are required by November 15, 2024. Five copies of the final reports shall be delivered to the STA no later than December 1, 2024. These due dates may be extended only upon mutual consent of both STA's and Auditor's representatives.

The term of this Auditor Services Agreement will expire on March 31, 2025. STA, by and through its Executive Director, shall have the option to extend the term to include subsequent audits, based on the same scope of services set forth herein, for Fiscal Year 2024-2025 and Fiscal Year 2025-2026, with annual compensation that does not exceed the maximum amount set forth in Exhibit B of this Agreement.

**SACRAMENTO TRANSPORTATION AUTHORITY**  
**EXHIBIT B**  
AUDITOR SERVICES AGREEMENT

**FEE SCHEDULE AND MANNER OF PAYMENT**

STA shall pay Auditor for services rendered pursuant to this Agreement a total sum, based on actual time, not to exceed \$54,200. Auditor may submit progress billings not more often than monthly based on actual time incurred at the following hourly rates:

Partner	\$340
Senior Manager	\$260
Manager	\$220
Supervisor	\$195
Senior	\$170
Experienced Staff	\$145
Staff	\$125
Clerical	\$90

STA shall make no payment for extra, further or additional services or expenses pursuant to this Agreement unless such services or expenses and the price thereof are agreed to in advance and such agreement is prepared in writing and executed by Auditor and STA.

Request for payment to Auditor shall be sent to:

Sacramento Transportation Authority  
801 12<sup>th</sup> Street Floor 5  
Sacramento, CA 95814  
Attn: Dustin Purinton [dustin@sacta.org](mailto:dustin@sacta.org)

**SACRAMENTO TRANSPORTATION AUTHORITY**  
**EXHIBIT C**  
AUDITOR SERVICES AGREEMENT

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY  
STA**

STA shall furnish facilities and equipment as may be required for Auditor's use in quality, quantity, and location as STA, in its sole discretion, determines to be appropriate. Such facilities may include a desk(s) or table(s), private workspace, office supplies and equipment, and telephone.

Except as previously set forth, Auditor shall, at his/her sole cost and expense, furnish all other facilities and equipment which may be required to provide services pursuant to this Agreement.

**SACRAMENTO TRANSPORTATION AUTHORITY**  
**EXHIBIT D**  
AUDITOR SERVICES AGREEMENT

**GENERAL PROVISIONS**

1. **Independent Contractor.** At all times during the term of this Contract, Auditor shall be an independent Contractor and shall not be an employee of the STA. STA shall have the right to control Auditor only insofar as the results of Auditor's services rendered pursuant to this Contract; however, STA shall not have the right to control the means by which Auditor accomplishes services rendered pursuant to this Agreement.

Auditor acknowledges and agrees that Auditor is not entitled to receive any STA employee benefits, including but not limited to, medical, dental, and retirement benefits, life and disability insurance, sick leave or any other similar benefits provided to STA employees.

2. **Licenses; Permits; Etc.** Auditor represents and warrants to STA that Auditor has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Auditor to practice its profession. Auditor represents and warrants to STA that Auditor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Auditor to practice its profession.

3. **Time.** Auditor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Auditor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

It is the intent of the Auditor and STA to issue the final audit reports of the STA, SAVSA, and agreed upon procedures of Measure A and SAVSA entities no later than December 1, 2024.

4. **Auditor Not Agent.** Except as STA may specify in writing, Auditor shall have no authority, express or implied, to act on behalf of STA in any capacity whatsoever as an agent. Auditor shall have no authority, express or implied, pursuant to this Agreement to bind STA to any obligation whatsoever.

5. **Assignment Prohibited.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or

obligation pursuant to this Agreement shall be void and of no effect.

6. **Personnel.** Auditor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that STA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Auditor to perform services pursuant to this Agreement, Auditor shall remove any such person promptly after receiving notice from STA of the desire of STA for the removal of such person or persons.

7. **Standard of Performance.** Auditor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products that Auditor delivers to STA pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Auditor's profession.

8. **Termination.** STA shall have the right to terminate this Agreement for convenience at any time by giving no less than 15 days' prior written notice of such termination to Auditor. In the event STA gives such notice of termination, Auditor shall immediately cease rendering services pursuant to this Agreement at the conclusion of the notice period, which shall commence upon mailing or service.

In the event STA terminates this Agreement:

(1) Auditor shall deliver copies of all fully paid for Reports (as defined below) prepared by it pursuant to this Agreement. Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Auditor provides under this Agreement (collectively, "Reports"), other than STA's original information, are for STA's internal use only, consistent with the purpose of the Services, and except as otherwise required under California law. STA will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Auditor will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

(2) STA shall pay Auditor the reasonable value of services rendered by Auditor pursuant to this Agreement; provided, however, STA shall not in any manner be liable for lost profits which might have been made by Auditor had Auditor completed the services required by this Agreement. In this regard, Auditor shall furnish to STA such financial information as in the reasonable judgment of the STA Representative is necessary to determine the reasonable value of the services rendered by Auditor. In the event of a dispute as to the reasonable value of the services rendered by Auditor, the decisions of the Executive Director of the STA shall be final. The foregoing is cumulative and does not affect any right or remedy which either party may have in law or equity.

Termination for Cause: STA shall have the right to terminate this Agreement in the event of a material breach by Auditor following the provision to Auditor of written notice specifically identifying the alleged breach and Auditor's failure to cure such breach within thirty (30) days following receipt of such notice. In the event of such termination, STA shall provide written notice to Auditor, at which time Auditor shall immediately cease rendering services under this Agreement.

STA shall not be required to make payment or compensation for disputed items to Auditor in the event of a material breach of the terms of this Agreement.

9. **Equal Employment Opportunity.** During the performance of this agreement, Auditor, for itself and successors in interest, agrees as follows:

- (A) **Compliance with Regulations:** Auditor shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".
- (B) **Nondiscrimination:** Auditor, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Auditor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- (C) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by Auditor for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Auditor of Auditor's obligation under this Agreement and the Regulation relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference.
- (D) **Information and Reports:** Auditor shall provide all existing information and reports required by Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any

information required of Auditor is in the exclusive possession of another who fails or refuses to furnish this information, Auditor shall so certify to the STA, and shall set forth what efforts it has made to obtain the information.

- (E) **Sanctions for Noncompliance:** In the event of noncompliance by Auditor with the nondiscrimination provisions of this Agreement, the STA shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to Auditor under contract until Auditor complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
  
- (F) **Incorporation of Provisions:** Auditor shall include provisions of Paragraphs A through E above in every subcontract, including procurements of materials and leases of equipment, unless exempted by Regulations, order, or instructions issued pursuant thereto. Auditor shall take such action with respect to any subcontract or procurement as the STA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Auditor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Auditor may request that STA enter such litigation to protect the interests of STA.

10. **Insurance Requirements.** During the duration of this Agreement, Auditor shall maintain the following noted insurance:

- Broad Form Comprehensive Liability
- Business Auto Liability
- Workers' Compensation & Employers' Liability
- Professional Liability (Errors and Omissions)

(A) **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Broad Form Comprehensive General Liability.
- (2) Automobile Liability, code 1 "any auto".
- (3) Workers' Compensation as required by the Labor Code of the State of

California, and Employers' Liability Insurance.

- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omissions, or malpractice.

(B) **Minimum Limits of Insurance.**

Auditor shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California.
- (4) Professional Liability (Errors and Omissions): \$1,000,000 limit per occurrence and in the aggregate.

(C) **Other Insurance Provisions.**

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (A) The STA, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Auditor; products and completed operations of the Auditor; premises owned, leased or used by the Auditor; or automobiles owned, leased, hired or borrowed by the Auditor. The coverage shall contain no special limitations on the scope of protection afforded to the STA, its officials, employees or volunteers.
  - (B) The Auditor's insurance coverage shall be primary insurance as respects the STA, its officials, employees and volunteers. Any insurance or self-insurance maintained by the STA, its officials, employees, or volunteers shall be in excess of Auditor's insurance and shall not contribute with it.

- (C) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the STA, its officials, employees, or volunteers.
- (D) Coverage shall state that Auditor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the STA, its officials, employees and volunteers for losses arising from work performed by Auditor for the STA. This requirement may, however, be waived in individual cases at the discretion of the STA.

(3) All Coverages

Should any of the above-described policies be cancelled before the expiration date thereof without substitution of substantially similar coverage, Auditor will endeavor to provide 30 days written notice to STA. However, a failure to provide such notice shall impose no obligation or liability of any kind upon Auditor.

(D) **Acceptability of Insurers.**

Insurance is to be placed with insurers with a Bests' rating of no less than A: XIII. This requirement may, however, be waived in individual cases, provided, however, that in no event will a carrier with a rating below A:X be acceptable.

(E) **Verification of Coverage.**

Auditor shall furnish the STA with certificates of insurance reflecting endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to the STA and are to be forwarded to the STA Representative named in Exhibit A

(F) **Payment Withhold.**

The STA will withhold payments to Auditor if certificates of insurance and

endorsements required in Paragraph E above have not been provided.

11. **Access and Retention of Audit Working Papers.**

Upon authorization from the STA Representative, Auditor shall provide for access to the audit working papers to the STA staff, STA Governing Board or its designee, other government audit staff, Federal Government Accounting Office, and those specifically authorized by the STA Representative. Auditor shall provide for the retention of the audit working papers for at least three years after the date of the audit reports, or longer if requested by the STA staff or Governing Board.

12. **Disclosure of Lobbying Activities**

Auditor certifies, by signing this contract, to the best of its knowledge, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal, loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

13. **Indemnification.**

CONTRACTOR shall indemnify, keep, and save harmless the AUTHORITY, and its directors, officers, agents, and employees against all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by an act or omission of the CONTRACTOR or its employees, subcontractors, or agents. CONTRACTOR further agrees to defend all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the AUTHORITY or any of the other individuals enumerated above in

any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of the Agreement.

**SACRAMENTO TRANSPORTATION AUTHORITY  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE SACRAMENTO  
TRANSPORTATION AUTHORITY AUTHORIZING THE EXECUTIVE  
DIRECTOR TO APPROVE AUDIT SERVICES CONTRACTS FOR FISCAL  
YEARS 2023-2024, 2024-2025 AND 2025-2026**

WHEREAS, the Sacramento Transportation Authority (“STA”) is required under California Public Utilities Code section 180105(c) to “cause a post audit of the financial transactions and records of the authority to be made at least annually by a certified public accountant”; and

WHEREAS, the Authority issued a Request For Proposals (RFP) on June 2, 2023, and received two qualifying responses on July 7, 2023, the bid close date; and

WHEREAS, Authority staff recruited a panel of financial experts from participating jurisdictions and conducted interviews with the qualifying firms, ultimately making a recommendation to the Independent Taxpayer Oversight Committee (“ITOC”) during the August 17, 2023, ITOC meeting; and

WHEREAS, the review panel, ITOC and Authority staff have recommended retaining the audit firm of Lance, Soll & Lunghard, LLP, as the standout in terms of qualifications, including experience with transportation authorities; and

WHEREAS, STA Ordinance No. 04-01 includes a requirement that no professional audit firm shall conduct more than three consecutive financial statement audits.

NOW, THEREFORE, the Governing Board of the Sacramento Transportation Authority resolves as follows:

1. The contract for audit services with Lance, Soll & Lunghard, LLP, in substantially the form attached hereto, is hereby approved for audit of Fiscal Year 2023-2024.
2. The STA Executive Director is hereby authorized to amend the contract or exercise an option to extend the agreement for two consecutive one-year terms to cover audits for Fiscal Years 2024-2025 and 2025-2026, in an amount not to exceed a total of \$167,530 for all three years, subject to Item 3, below (additional audit services).
3. The STA Executive Director is hereby authorized to execute any and all documents necessary to carry out the annual examination of the Authority’s financial statements.

This Resolution (Reso. No. \_\_\_\_\_) is hereby passed and adopted by the Governing Board of the Sacramento Transportation Authority at a regular meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

RECUSAL:

\_\_\_\_\_  
Chairperson, Governing Board of the  
Sacramento Transportation Authority

ATTEST:

\_\_\_\_\_  
Clerk of the Governing Body



SEPTEMBER 14, 2023

AGENDA ITEM # 7

**ADOPT RESOLUTION AND SET THE ACCOUNTING MANAGER AS THE TRUSTEE FOR THE RETIREMENT HEALTH SAVINGS TRUST.**

Action Requested: Approve

Key Staff: Dustin Purinton, Accounting Manager

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**Recommendation**

Staff recommends that the STA Governing Board adopt a resolution adopting the MissionSquare Retirement Health Savings Trust and setting the accounting manager as the trustee to coordinate and contract for the program.

**Background**

During the September 2022 board meeting staff updated the Board on the search for a human resources consultant to complete a review of STA employee benefits. The current employee benefits were established twenty years ago in 2003 and the last benefits study was completed seventeen years ago in 2006. Industry standard practice is to complete these studies every three to five years. STA then hired Koff and Associates in February to complete an employee benefits study and make recommendations. As part of this effort the Independent Taxpayer Oversight Committee nominated a delegate to review the study and recommendations. The intent of this effort was to align STA's benefits with comparator agencies to both retain staff and hire staff.

In May these recommendations were presented to the ITOC at the May 31st meeting and were recommended for approval by the STA Governing Board.

At the June 2023 STA Governing Board meeting, the Board approved adjustment to benefits to align STA's benefits with comparator agencies including the Retirement Health Savings Account (RHSA) to assist employees in covering health expenses in retirement. STA will contribute \$100 per month and employees will be automatically enrolled in the RHSA with a mandatory contribution of 1% of their salary. These benefits are scheduled to go into effect on October 1<sup>st</sup>.

**Discussion**

STA staff explored providers of RHSA programs and MissionSquare was found to be the optimal choice to serve as the plan administrator. In order to initiate the RHSA, it is necessary to pass a resolution endorsing the adoption of the MissionSquare Retirement Health Savings Program. The resolution designates the accounting manager as the trustee and adopts the sample trust made available by MissionSquare Retirement (see attachment #2).

**Financial Impact**

The costs associated with this new benefit were disclosed in the June 16, 2023 meeting. There are no added costs with the establishment of the trust.

*Attachments*

1. Resolution for Adoption of the MissionSquare Retirement Health Savings (RHS) Program
2. MissionSquare Retirement Health Savings Program Return Book

**SACRAMENTO TRANSPORTATION AUTHORITY  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FOR ADOPTION OF THE MISSIONSQUARE RETIREMENT  
HEALTH SAVINGS (RHS) PROGRAM**

WHEREAS, the Sacramento Transportation Authority (“STA”) has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the Authority by enabling it to provide reasonable security regarding such employees’ health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Authority has determined that the establishment of the retiree health savings program (the “Program”) serves the above objectives;

NOW, THEREFORE BE IT RESOLVED, that the Authority hereby adopts the MissionSquare Retirement Health Savings Program (“Program”) through the Employer’s integral part trust (“Trust”) and the Authority’s welfare benefits plan (“Plan”).

BE IT FURTHER RESOLVED, that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee. The Accounting Manager position within the Authority shall serve as the trustee for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Authority has executed the Declaration of Trust of the Sacramento Transportation Authority Integral Part Trust in the form of the sample trust made available by MissionSquare Retirement.

BE IT FURTHER RESOLVED, that the Accounting Manager shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

This Resolution (Reso. No. \_\_\_\_\_) is hereby passed and adopted by the Governing Board of the Sacramento Transportation Authority at a regular meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

RECUSAL:

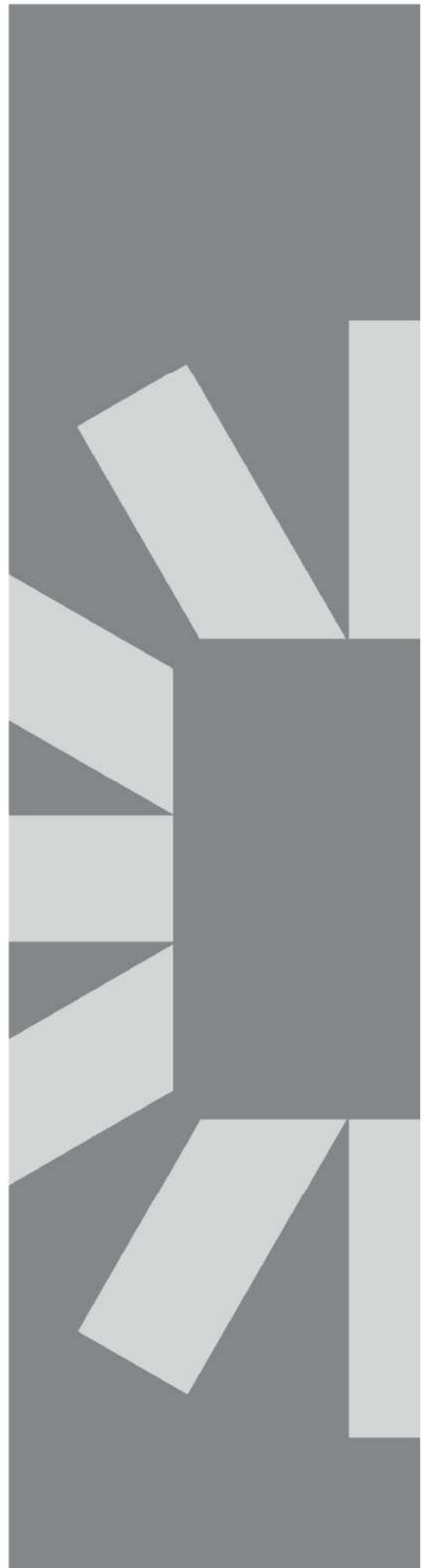
\_\_\_\_\_  
Chairperson, Governing Board of the





# Retirement Health Savings Program

RETURN BOOK (2 of 2)



## MissionSquare Retirement Health Savings Plan

This is one of two books containing information to establish your MissionSquare Retirement Health Savings (RHS) Plan. This Return Book contains the documents that must be returned to MissionSquare Retirement to establish a RHS Plan. Should you need additional information on completing the documents, refer to Retain/Instructions Book (1 of 2).

Separated resolution in Board package for review. Removed unnecessary forms.

MissionSquare RHS Adoption Documents to <b>return</b> to MissionSquare	Page
▪ Suggested Resolution for Adoption of the MissionSquare RHS Program OR Suggested Affirmative Statement for Adoption of the MissionSquare RHS Program	3
▪ MissionSquare RHS Adoption Agreement	6
▪ VantageTrust II Participation Agreement	15
▪ Administrative Services Agreement (provided separately)	
▪ Sample Declaration of the Integral Part Trust	22
▪ Sample Retiree Welfare Benefits Plan	31

Please retain a copy of all MissionSquare RHS Adoption Documents for your records, including the documents that are being returned to MissionSquare.

### Please Note

The information in this book only takes into account the federal tax rules related to the MissionSquare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *MissionSquare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized by the RHS Program fall within state and local requirements.



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## MissionSquare RHS Adoption Agreement

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## MissionSquare Retirement Health Savings (RHS) Adoption Agreement

Plan Number: 8 00421

Select as applicable:

Standalone RHS      Integrated RHS      Amendment to Existing Plan       New Plan

I. **Employer Name:** Sacramento Transportation Authority State: California

II. **The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.**

III. **Plan Dates:**

A. **Plan Effective Date** 10/01/2023

B. **Plan Year:** Enter the annual accounting period for the RHS program. July 1 to June 30

IV. **The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:** \_\_\_\_\_

V. **Eligible Groups, Participation and Participant Eligibility Requirements**

A. **Eligible Groups**

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

All Employees

All Full-Time Employees

Non-Union Employees

Public Safety Employees - Police

Public Safety Employees - Firefighters

General Employees

Collectively-Bargained Employees (Specify unit(s)) \_\_\_\_\_

Other (specify group(s)) \_\_\_\_\_

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. **Participation**

**Mandatory Participation:** All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

**C. Participant Eligibility Requirements**

1. Minimum service: The minimum period of service required for participation is N/A  
(write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A  
(write N/A if no minimum age is required).

**VI. Contribution Sources and Amounts****A. Definition of Earnings**

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings," including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: As defined by the CalPERS Pension Plan.

**B. Direct Employer Contributions and Mandatory Contributions**

Contributions for participants include:

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

         % of Earnings\*

\$          each Plan Year

A discretionary amount to be determined each Plan Year

Other (describe): \$100 per month

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

Reduction in Salary – 1 % of Earnings or \$          will be contributed for the Plan Year.

Decreased Merit or Pay Plan Adjustment – All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of mandatory contributions of employee compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining mandatory employee leave contributions):

Accrued Sick Leave         

Accrued Vacation Leave         

Other (specify type of leave) Accrued Leave         

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

\* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.



**B. The account will become 100% vested upon the death, disability, retirement\*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

\* Definition of retirement includes a separation from service component and is further defined by (check one):

The primary retirement plan of the Employer

Separation from service

Normal Retirement Age (NRA) defined at age \_\_\_\_\_

Retirement plus years of service - NRA defined by employer at age \_\_\_\_ and \_\_\_\_\_ years of service

Other \_\_\_\_\_

For vesting purpose, you must define "retirement" and enter the age and optionally a service period associated with the NRA so that assets are vested 100% for a participant. If NRA is left blank, it will default to age 62.

**C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

**VIII. Forfeiture Provisions**

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a Participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.\*

Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).\*\*

Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.\*\*

Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.\*\*

\* If the Employer's RHS Program does not limit eligibility to Participants who have separated from service, the Employer will be required to provide further direction to MissionSquare regarding the treatment of possible contributions that are required to be made following the Participant's waiver.

\*\* If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to Employer's forfeiture account for further direction from the Employer. If there are Participants without a balance who should receive forfeiture assets, please provide alternative instructions to MissionSquare on the forfeiture reallocation notice.

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**IX. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program****A. A Participant is eligible to receive benefits:**

- × At retirement only (also complete Section B.)

Definition of retirement:

Same as Section VII.B.

| Other \_\_\_\_\_

At separation from service with the following restrictions

No restrictions

Other \_\_\_\_\_

- B. Termination prior to general benefit eligibility:**
- In a case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- × Immediately upon separation from service

Other \_\_\_\_\_

**C. A Participant who becomes totally and permanently disabled**

- × As defined by the Social Security Administration
- × As defined by the Employer's primary retirement plan

Other \_\_\_\_\_

**will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.**

**D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**

**X. Permissible Medical Benefit Payments**

Select **one** option.

Benefits eligible for reimbursement under the plan are as allowed under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).

× Option 1: **All Medical Benefits\***

Option 2: **Insurance Premiums Only**

Option 3: **Select Expenses\*** you wish to cover under the Employer's welfare benefits plan:

Medical Insurance Premiums

Medical Out-of-Pocket Expenses

Medicare Part B Insurance Premiums

Medicare Part D Insurance Premiums

Medicare Supplemental Insurance Premiums

Prescription Drug Insurance Premiums

COBRA Insurance Premiums

Dental Insurance Premiums

Dental Out-of-Pocket Expenses

Vision Insurance Premiums

Vision Out-of-Pocket Expenses

Qualified Long-Term Care Insurance Premiums

Non-Prescription medications allowed under IRS guidance

Other qualifying medical expenses (describe) \_\_\_\_\_

\* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

**XI. Benefits After the Death of the Participant**

In the event of a Participant's death, the following shall apply:

**A. Surviving Spouse and/or Surviving Dependents**

Upon the death of a Participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilize the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated\* by the surviving spouse or dependents.

\* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at [www.icmarc.org/login](http://www.icmarc.org/login), or upon request by calling (800) 326-7272.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

**B. No Surviving Spouse or Surviving Dependents**

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

**XII. The Plan Will Operate According to the Following Provisions:****A. Employer Responsibilities**

1. The Employer will submit all MissionSquare Retirement Health Savings Plan enrollment and contribution data via electronic submission.
2. The Employer will submit all MissionSquare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

**B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

**C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

**D.** An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

**E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *MissionSquare Retirement Health Savings Employer Manual*.

**XIII. Employer Acknowledgements**

- A. The Employer hereby acknowledges it understands that failure to properly fill out this *MissionSquare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B. Check this box if you are including supporting documents that include plan provisions.

**Employer Signature**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** Accounting Manager \_\_\_\_\_

**Attest:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** Executive Director \_\_\_\_\_

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## **VantageTrust II Participation Agreement**

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## VantageTrust II Multiple Collective Investment Funds Trust Participation Agreement

This Participation Agreement is by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and is effective as of the date of the authorized signature at the end of this Agreement (the "Retirement Trust").

### RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

### DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

### AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed MissionSquare Retirement, or its wholly owned subsidiary, MissionSquare Investments, investment advisors registered under the Investment Advisers Act of 1940, as an investment advisor, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer acknowledges that the Trust Company has appointed MissionSquare Retirement to perform various administrative functions of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of MissionSquare Retirement.
2. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.
3. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.

4. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (17) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.
5. **Term and Termination.** This Agreement shall be in effect from the day specified at the end of this Agreement until termination by Employer or Trust Company upon ninety (90) days prior written notice.
6. **Termination Restriction.** Employer acknowledges and agrees that, consistent with the terms applicable to the MissionSquare PLUS Fund as outlined in the Disclosure Memorandum, MissionSquare Investments retains full discretion to defer Employer-initiated withdrawals from the MissionSquare PLUS Fund for a period of not more than 12 months following notice of termination of this Agreement.

#### **WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST**

1. Employer and Retirement Trust represent and warrant as follows:
  - A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
    - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
    - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
    - iii. Section 401(a)(24) governmental plans; or
    - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
    - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
    - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
  - B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to,

- and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100, as amended or clarified from time to time;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
  - D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made;
  - E. Employer will not transmit, or cause to be transmitted, any order for purchase or redemption of units of the MissionSquare PLUS Fund that are not based on instructions communicated in proper form by Retirement Plan participants; and
  - F. Employer will not use the MissionSquare PLUS Fund as a temporary holding account, default investment, or investment account for employer level accounts including revenue sharing accounts or any other non-participant account. Notwithstanding the foregoing, the Employer can use the MissionSquare PLUS Fund in a forfeiture account.
2. Employer hereby represents and acknowledges the following:
- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.
  - B. The Declaration of Trust, any addenda thereto, the Disclosure Memorandum, any applicable Fund Fact Sheets, and any additional materials and information requested by the Employer describing the Trust and its business and operation have been made available to the Employer and have been reviewed by the Employer, and that in making a prudent investment decision with respect to the contribution of assets to Trust in exchange for units and the current or future selection of one or more Funds, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
  - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
  - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
  - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
  - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given

to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

4. Upon reasonable request by the Trust Company, Employer agrees to provide the Trust Company with a list of all Employer affiliates that provide financial services to Employer, including any broker-dealer.
5. Employer acknowledges that the Trust may invest in a range of securities, whether directly or indirectly through another pooled investment vehicle. Employer acknowledges and agrees that it is solely responsible for determining that the Retirement Trust's investment in the Trust will not contravene any provision of existing law or regulations applicable to the Retirement Trust, or of the organizational or governing documents of the Retirement Trust.

## FEES AND EXPENSES

1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

## MISCELLANEOUS

1. **Consent to Electronic Delivery.** By submitting an email address on the signature page of this Agreement, the Employer hereby authorizes, and agrees to the use of electronic mail or web-based availability to deliver all documents required to be delivered by, or on behalf of, the Fund to the Employer under applicable law or regulation and pursuant to the Declaration of Trust, such delivery or notice of web-based availability to be sent to the email address listed on the signature page of this Agreement, unless Employer otherwise notifies Trust Company in writing. The Employer may elect not to receive such documents by electronic means by submitting a written request to Trust Company.
2. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
3. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
4. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
5. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

6. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Employee Retirement Income Security Act of 1974 ("ERISA"), Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
7. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.
8. **Notice.** All notices under this Participation Agreement must be sent in writing to the below address:

VantageTrust Company, LLC  
c/o MissionSquare Retirement  
Attn: Legal Department  
777 North Capitol Street, NE  
Washington, DC 20002

9. **Electronic Signatures.** The parties agree that this document may be electronically signed and that any electronic signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

*[The remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

**VantageTrust II Multiple Collective Investment Funds Trust**

By: VantageTrust Company, LLC, as Trustee,



By: Erica McFarquhar  
Assistant Secretary

**Plan/Retirement Trust:**

Sacramento Transportation Authority 800421

Plan/Retirement Trust Name Plan Number

Plan/Retirement Trust Name Plan Number

By: Sacramento Transportation Authority  
Name of Employer or Fiduciary Customer Number

By: \_\_\_\_\_  
Authorized Officer Signature Date

Dustin Purinton Accounting Manager

Printed Name and Title

801 12th Street, Floor 5

Address Line 1

Sacramento, California 95814

Address Line 2

(916) 323-0895

Telephone Number

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## **Declaration of Trust of the**

Sacramento Transportation Authority

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Name of Employer

**Integral Part Trust**

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**Declaration of Trust of the**

Sacramento Transportation Authority

(Name of Employer)

**Integral Part Trust**

Declaration of Trust made as of the 1 day of October, 2023, by and between  
 the (Name of Employer) Sacramento Transportation Authority, (State) California  
 a (Type of Entity) Local Government Entity

(hereinafter referred to as the "Employer") and (Name or Title of Trustee) Sacramento Transportation Authority  
 or its designee (hereinafter referred to as the "Trustee").

**Recitals**

WHEREAS, the Employer is a political subdivision of the State of (state) California exempt from  
 federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter  
 referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-  
 retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical,  
 disability, severance and other similar benefits through insurance and self-funded reimbursement  
 plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist  
 Participants, their Spouses and Dependents by making contributions to and accumulating assets in the  
 trust, a segregated fund, for post- retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in  
 the Employer or its designee, who has the authority and shall be subject to the duties with respect to  
 the trust specified in this sample Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the  
 exclusive benefit of Plan Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the sample

Declaration of Trust of the (Name of Employer) Sacramento Transportation Authority  
 Integral Part Trust (hereinafter referred to as the "Trust"), and agree that the following constitute the  
 sample Declaration of Trust (hereinafter referred to as the "Declaration"):

## Article I

### Definitions

- 1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.
- (a) **"Account"** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
  - (b) **"Administrator"** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
  - (c) **"Beneficiary"** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must revert in accordance with the Employer's election under Section VIII of the MissionSquare RHS Adoption Agreement.
  - (d) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.
  - (e) **"Dependent"** means (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
  - (f) **"Investment Fund"** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
  - (g) **"Nonforfeitable Interest"** means the interest of the Participant or the Participant's Spouse and Dependent (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.
  - (h) **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married.
  - (i) **"Trust"** means the trust established by this Declaration.
  - (j) **"Trustee"** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

## Article II

### Establishment of Trust

- 2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

## Article III

### Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of California

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- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

## Article IV

### Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This Trust may reimburse the Employer, or the Administrator for insurance premiums.

## Article V

### General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

## Article VI

### Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein)

the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:

- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
  - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
  - (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
  - (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.
- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will

be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

## Article VII

### Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

## Article VIII

### Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

## Article IX

### Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

## Article X

### Accounting

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

## Article XI

### Miscellaneous Provisions

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

## Article XII

### Amendment and Termination

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

## Article XIII

### Successor Trustees

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

**Article XIV**

Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

**Article XV**

Protective Clause

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

**EMPLOYER:**

By: \_\_\_\_\_ Title: Accounting Manager

**TRUSTEE(S):**

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

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Sacramento Transportation Authority

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Name of Employer

**Retiree Welfare Benefits Plan**

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## Retiree Welfare Benefits Plan

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Sacramento Transportation Authority

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(Name of Employer)

## Retiree Welfare Benefits Plan

### Article I

#### Preamble

THIS INSTRUMENT made and published by Sacramento Transportation Authority  
(hereinafter called "Employer") on the 1 day of October, 2023,  
creates the Sacramento Transportation Authority Retiree Welfare Benefits Plan ("Plan"), as follows:

#### 1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Welfare Benefits Plan as of the  
1 day of October, 2023.

#### 1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents through the Employer's MissionSquare Retirement Health Savings (RHS) Program.

### ARTICLE II

#### Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

- 2.01 **"Benefits"** means any amounts paid to a Participant, Spouse or Dependents in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse or his Dependents.
- 2.02 **"Code"** means the Internal Revenue Code of 1986, as amended.
- 2.03 **"Dependent"** means any individual who is a dependent of the Participant within the meaning of Code Sec. 152, as amplified by Internal Revenue Service Notice 2004-79, 2004-49 I.R.B.898 and Internal Revenue Service Notice 2010-38.
- 2.04 **"Eligible Medical Expenses or Dental Expenses"** means those expenses designated by the Employer as eligible for reimbursement in the MissionSquare Retirement Health Savings Adoption Agreement.
- 2.05 **"Employer"** means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.
- 2.06 **"Entry Date"** means the first day the Participant meets the eligibility requirements of Article III as of such Date.

- 2.07 **"Participant"** means any Retiree who has met the eligibility requirements set forth in Article III.
- 2.08 **"Plan Administrator"** means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.
- 2.09 **"Plan Year"** means the annual accounting period of the Plan, which begins on the 1st day of July, 2023, and ends on the 30 day of June, 2024, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on July 1st, and ends on month/day June 30th.
- 2.10 **"Retiree"** means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's MissionSquare Retirement Health Savings Program.
- 2.11 **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married. All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

## Article III

### Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's MissionSquare Retirement Health Savings Adoption Agreement shall be eligible to participate in this Plan.

## Article IV

### Amount of Benefits

#### 4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical Expenses incurred during the Plan Year in an annual amount not to exceed the participant's account balance under the Plan.

#### 4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's MissionSquare Retirement Health Savings Adoption Agreement.

## Article V

### Payment of Benefits

#### 5.01 Eligibility for Benefits

- a) Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical Expenses incurred by the Participant on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.

- b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's MissionSquare Retirement Health Savings Plan Adoption Agreement.
- c) A Participant who becomes totally and permanently disabled (as defined by the Social Security Administration, by the Employer's primary retirement plan, or otherwise by the Employer) will become immediately eligible to receive medical benefit payments from the Plan. Pursuant to Section 9.02 of this Plan and Section XI of the Employer's MissionSquare Retirement Health Savings Adoption Agreement, the surviving Spouse and Dependents shall become immediately eligible to receive or to continue receiving medical benefit payments from the Plan upon the death of the Participant.

## 5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant, his Spouse or Dependent has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant, his Spouse or Dependent the benefits provided under this Plan as soon as is administratively feasible.

## Article VI

### Plan Administration

#### 6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and
- c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.
- d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

#### 6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan

Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

### **6.03 Several Fiduciary Liability**

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

### **6.04 Compensation of Plan Administrator**

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

### **6.05 Bonding**

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

### **6.06 Payment of Administrative Expenses**

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

### **6.07 Timeliness of Payment for Benefits**

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

### **6.08 Annual Statements**

The Plan Administrator shall furnish each Participant with an annual statement of his medical expense reimbursement account within ninety (90) days after the close of each Plan Year.

## **Article VII**

### **Claims Procedure**

#### **7.01 Procedure if Benefits are Denied Under the Plan**

Any Participant, Spouse, Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator

shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Participant, Spouse or Dependent to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

#### **7.02 Requirement for Written Notice of Claim Denial**

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- a) The specific reason or reasons for the denial;
- b) Specific reference to pertinent Plan provisions, including references to the MissionSquare Retirement Health Savings Adoption Agreement, on which the denial is based;
- c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary; and
- d) An explanation of the Plan's claim review procedure.

#### **7.03 Right to Request Hearing on Benefit Denial**

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

#### **7.04 Disposition of Disputed Claims**

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

#### **7.05 Preservation of Other Remedies**

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

## Article VIII

### Amendment or Termination of Plan

#### 8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

#### 8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

#### 8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

## Article IX

### General Provisions

#### 9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

#### 9.02 Payments After Death of Participant

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in Section XI of the Employer's MissionSquare Retirement Health Savings Plan Adoption Agreement.

#### 9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

#### **9.04 Mental or Physical Incompetency**

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, the Plan Administrator may cause all payments thereafter becoming due to such person to be made to any other person for the benefit of the Participant, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

#### **9.05 Inability to Locate Payee**

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

#### **9.06 Requirement of Proper Forms**

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

#### **9.07 Source of Payments**

The Employer shall be the sole source of benefits under the Plan. No Employee, Spouse or Dependents shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Spouse or Dependents.

#### **9.08 Tax Effects**

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant, his Spouse or Dependents hereunder will be treated as includible in gross income for federal or state income tax purposes.

#### **9.09 Multiple Functions**

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

#### **9.10 Gender and Number**

Masculine or feminine pronouns include all genders, and the singular shall include the plural, unless indicated otherwise by the context.

#### **9.11 Headings**

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

#### **9.12 Applicable Laws**

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of California.

**9.13 Severability**

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER

By: \_\_\_\_\_ Title: Accounting Manager  
Signature of Authorized Official

ATTEST (if applicable)

By: \_\_\_\_\_ Title: Executive Director  
Signature of Attestor

# MissionSquare

RETIREMENT

**MissionSquare Retirement**

**777 North Capitol Street, NE  
Washington, DC 20002-4240**

(800) 669-7400  
[www.missionsq.org](http://www.missionsq.org)  
56839-1022-826



SEPTEMBER 14, 2023

AGENDA ITEM # **8**

**RECEIVE AND FILE A PRESENTATION OF THE 2023 SERIES BOND REFINANCING**

Action Requested: Receive and File

Key Staff: Dustin Purinton, Accounting Manager

**Recommendation**

Receive and file a presentation of the refunding of the 2009C, 2014A and 2015A Series Bonds and the termination of related Swap Agreements with 2023 Series Bonds.

**Background**

In October 2006, the STA Governing Board adopted the New Measure A Plan of Finance, which identified \$318.3 million of projects to be advanced via anticipated debt financing. At or about the same time, The STA Governing Board executed three interest rate swaps of \$106.1 million each. The purpose of the interest rate swaps, in short, was to hedge and manage risk inherent in anticipated variable rate bond financing transactions.

In September 2009, the STA Governing Board issued the 2009 A, B and C Series bonds in a combined amount of \$318.3 million in variable rate demand bonds (“VRDBs”). Upon issuance, the interest rate swaps were combined with the variable rate bonds to create “synthetic fixed rate debt” with an approximate synthetically fixed interest rate of approximately 4.0%. This structure continued with the issuance of the 2014A Series in September 2014 to refund the 2009A Series and the issuance of the 2015A Series in March 2015 to refund the 2009B Series. Each of these refunding’s was undertaken to provide for a corresponding release from the related Bond Reserve Fund. The need for a separate Bond Reserve Fund was longer needed to maintain a high credit rating and these funds could be released for use on Capital Projects. The amount in the Bond Reserve Fund corresponding to the 2009C Series was released in 2018. The 2009C, 2014A and 2015A series remained variable rate bonds paired with the interest rates swaps.

These bonds are shown in the table below.

Series	Outstanding Principal	Synthetic Fixed Interest Rate	Final Maturity	Type
2009C	\$106,100,000	3.736%	10/1/2038	Variable
2014A	\$106,100,000	3.736%	10/1/2038	Variable
2015A	\$106,100,000	3.666%	10/1/2038	Variable

In January 2023, the STA Governing Board received an overview of the bond portfolio from STA’s Consulting Financial Advisor, Peter Shellenberger, PFM Managing Director.

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In March 2023, the STA Governing Board received a presentation from Mr. Shellenberger on refunding of the 2009C, 2014A, and 2015A series bonds from variable rate to fixed rate. The STA Governing Board directed staff and PFM to continue pursuing bond refinancing opportunities. Each refunding in whole of the 2009C, 2014A and 2015A Series with fixed rate bonds would involve the termination of the corresponding interest rate swap and liquidity facility. PFM's presentation emphasized that the goal of the refinancing would be to reduce risk in STA's existing bond portfolio, reduce administrative efforts, and potentially be a cost neutral approach when considering savings from an additional potential future refunding in 2033. The presentation also highlighted that the STA Governing Board would need to accept the upfront refunding cost in 2023, which may not be recouped until 2033. After this presentation, the STA Governing Board provided the following direction:

- STA staff would need to continue to provide updates to the STA Governing Board.
- Additional STA Governing Board action would be required prior to refinancing.
- If the refunding in 2033 is needed, any STA Governing Board action would need to include reporting and monitoring requirements to ensure this occurs.

In April 2023, STA staff and PFM Financial Advisors solicited requests for proposals from underwriters. Interviews took place in May 2023 and three underwriting banks were selected should the STA Governing Board decide to proceed with the refinancing transaction. These underwriters were Bank of America (Senior Manager), Wells Fargo (Co-Manager) and Siebert Williams Shank (Co-Manager).

In May 2023, the STA Governing Board received a presentation from Mr. Shellenberger, providing a refinancing progress update and a brief overview of current market conditions.

In June 2023, the STA Governing Board meeting included an item for approval of the bond refinancing and related matters, and it was continued to August 2023.

In August 2023, the STA Governing Board approved an item for the bond refinancing and related matters.

### **Discussion**

The Authority successfully priced the 2023 Series bonds on August 22<sup>nd</sup>, 2023 and closed the transaction on September 7<sup>th</sup>, 2023.

This transaction enhances STA's bond portfolio by diminishing its overall risk and complexity of STA's, while affording increased flexibility after the optional call provision on October 1, 2033. The transaction ended up with a net present value cost of \$5.87 million (-1.84%) over the full term of the bonds. STA had approved the refinancing with a net present value cost of \$15 million. This reduction in cost should assist with STA's intention is to refinance the debt after the call provision to provide overall savings.

The 2009C, 2014A, and 2015A Series Bonds went from having three liquidity contracts, three remarketing agents, three swap counterparties, and a trustee to only having a trustee with the refunding and issuance of the 2023 Series Bonds. This greatly simplifies the administration of the bonds and eliminates the potential for increased costs due to changing market conditions that could have come from the liquidity contracts and remarketing agents.



# Presentation on 2023 Series Bond Refinancing

September 14, 2023

Dustin Purinton, Accounting Manager

Updated the Board during the last nine months.

Approved by the STA Governing Board during the August 10, 2023, meeting.

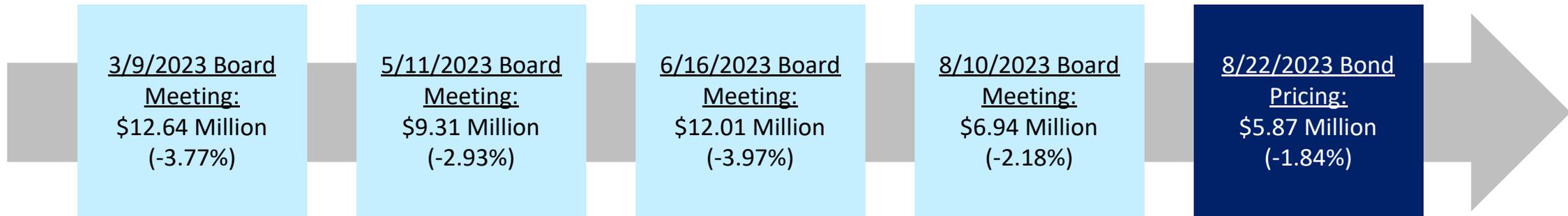
Priced successfully on August 22, 2023.

Refunding closed successfully on September 7, 2023.



# Transaction Timing

*Net Present Value (“NPV”) Cost (\$ and % of Refunded Bonds)*



# Transaction Highlights

- On August 22, 2023, STA issued \$296.4 million in fixed rate bonds to:
  - Eliminate all variable bonds and interest rate swaps and replace those with fixed rate bonds
    - Refund \$318.3 million of variable rate bonds
    - Pay \$23.1 million for termination cost of eliminating the interest rate swaps
- Transaction highlights
  - Retained STA’s “AAA” bond rating from S&P and Fitch
  - Received very strong investor demand with 42 individual investors placing orders for STA’s bonds
  - Issued the new fixed rate bonds with an average borrowing rate of 3.25% (true interest cost) through 2038

### Pricing Progression

Maturity (Oct 1)	PRE-MARKETING AND OPENING				FINAL PRICING			
	MMD (8/21/23)	Coupon	Spread	Yield	Coupon	Spread	Yield	Change
2028	2.88%	5.00%	-12 bps	2.76%	5.00%	-18 bps	2.70%	<b>-6 bps</b>
2029	2.85%	5.00%	-10 bps	2.75%	5.00%	-14 bps	2.71%	<b>-4 bps</b>
2030	2.83%	5.00%	-8 bps	2.75%	5.00%	-10 bps	2.73%	<b>-2 bps</b>
2031	2.81%	5.00%	-6 bps	2.75%	5.00%	-6 bps	2.75%	-
2032	2.82%	5.00%	-4 bps	2.78%	5.00%	-4 bps	2.78%	-
2033	2.90%	5.00%	-4 bps	2.86%	5.00%	-4 bps	2.86%	-
2034	2.97%	5.00%	-3 bps	2.94%	5.00%	-3 bps	2.94%	-
2035	3.06%	5.00%	-2 bps	3.04%	5.00%	-2 bps	3.04%	-
2036	3.17%	5.00%	-2 bps	3.15%	5.00%	-2 bps	3.15%	-
2037	3.28%	5.00%	-1 bps	3.27%	5.00%	-1 bps	3.27%	-
2038	3.39%	5.00%	-	3.39%	5.00%	-1 bps	3.38%	<b>-1 bps</b>



# Future Bond Refunding & Potential Savings

- STA now could refund the fixed-rate callable bonds in 2033
- The potential debt service savings in 2033 could be \$14.9 million (NPV)
- Future rate assumption: The 20-year average of tax-exempt rates
- Net overall savings of \$9 million when combined with the 2023 bond issuance
- Tax-exempt rates can increase 188 basis points over the 20-year average for the Authority to break even in Net Present Value Savings (i.e., to achieve \$5.9 million in PV savings in 2033)
- STA’s debt policy has been updated to require annual analysis and Board updates on the refunding opportunities

Date	Prior Debt Service	Refunding Debt Service	Gross Savings	NPV Savings
6/30/2034	3,901,875	3,562,625	339,250	336,545
6/30/2035	35,196,375	32,129,125	3,067,250	3,016,351
6/30/2036	35,273,625	32,207,000	3,066,625	2,968,334
6/30/2037	35,250,500	32,181,000	3,069,500	2,924,443
6/30/2038	35,328,125	32,262,500	3,065,625	2,874,891
6/30/2039	35,331,750	32,267,000	3,064,750	2,828,971
<b>Total</b>	<b>180,282,250</b>	<b>164,609,250</b>	<b>15,673,000</b>	<b>14,949,534</b>



# Debt Portfolio Going Forward

- The introduction of the consolidated fixed-rate debt greatly alleviates the administrative workload. Previously, we had to manage three distinct agreements for liquidity, remarketing, and swaps in connection with the variable-rate debt.
- STA now has a 100% fixed-rate debt portfolio with \$320.66 million in outstanding principal

Series	Par Issued	Par Outstanding	Final Maturity	Mode
2022	\$24,245,000	\$24,245,000	10/1/2027	Fixed Rate
2023	\$296,415,000	\$296,415,000	10/1/2038	Fixed Rate
<b>Total</b>		<b>\$320,660,000</b>		





Questions?



SEPTEMBER 14, 2023

AGENDA ITEM # 9

**RECEIVE INFORMATION AND APPROVE FISCAL YEAR 2022-23 YEAREND BUDGET AMENDMENT FOR THE AUTHORITY AND SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY (SAVSA) AND BUDGET AND BUDGET AMENDMENT RESOLUTION**

Action Requested: Approve

Key Staff: Dustin Purinton, Accounting Manager

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**Recommendation**

Receive and approve a Yearend Budget Amendment Resolution, which will update changes to the Fiscal Year (FY) 2022-23 budget.

**Background**

The Authority's adopted budget is a fiscal plan of revenues and expenditures for FY 2022-23. The budget includes annual operating costs for programs, administrative functions, and debt service activities. The budget was approved on June 1, 2022, and amended on March 9, 2023.

**Discussion**

Staff monitor revenue and expenditure throughout the year for substantive changes that require budgetary amendments. This amendment intends to align actual activity with the final approved budget.

Below is a summary of the FY 2022-23 adopted mid-year budget and the proposed yearend budget, including consolidated revenues and appropriations. Please see attachment for detailed fund by fund amendments.

	Amended Budget	Actual Amount / Proposed Budget	\$ Change	% Change
<b>Consolidated Revenue:</b>				
Sales Tax Revenues	\$ 176,143,000	\$ 174,233,661	\$ (1,909,339)	-1.1%
Mitigation Fees	6,002,671	8,856,242	2,853,571	47.5%
State and Local Grants	3,920,122	3,703,218	(216,904)	-5.5%
Vehicle License Fee	40,000	59,982	19,982	50.0%
Bond Proceeds	25,945,000	26,301,815	356,815	1.4%
Interest and Other	4,511,970	8,370,777	3,858,807	85.5%
<b>Total Revenue</b>	<b>\$ 216,562,763</b>	<b>\$ 221,525,695</b>	<b>\$ 4,962,932</b>	<b>2.3%</b>
<b>Consolidated Appropriations:</b>				
Ongoing and Capital Programs	\$ 166,030,197	\$ 149,751,132	\$ 16,279,065	9.8%
Program Professional Services	330,000	215,757	114,243	34.6%
Freeway Service Patrol	3,596,478	3,792,562	(196,084)	-5.5%
Administrative	799,624	1,388,393	(588,769)	-73.6%
SAVSA	75,285	56,907	18,378	24.4%
Transit	5,462,106	2,207,848	3,254,258	59.6%
Debt Service: Principal Payment	30,400,000	30,400,000	-	0.0%
Debt Service: Interest and Other	20,257,063	19,765,088	491,975	2.4%
<b>Total Appropriations</b>	<b>\$ 226,950,753</b>	<b>\$ 207,577,687</b>	<b>\$ 19,373,066</b>	<b>51.8%</b>

*Attachments*

- 1) FY 2022-23 Yearend Budget to Actual Analysis with Proposed Amendment
- 2) FY 2022-23 Yearend Budget Amendment Resolution

**June 30, 2023**  
**STA General Fund**

	Amended Budget	Actual Amount / Proposed Amendment	Budget / Actual Variance	% Change	Comments
<b>Revenue:</b>					
Sales Tax	\$ 176,143,000	\$ 174,233,661	\$ (1,909,339)	-1.1%	Sales tax revenues has continued to soften into Q4.
Mitigation Fees	6,002,671	8,856,242	2,853,571	47.5%	Mitigation fees are highly variable. The increase over the budgeted amount is consistent with previous periods. Development continues to be strong.
Interest	4,500,000	8,024,856	3,524,856	78.3%	Interest from swap agreements and various bank balances are significantly higher this year due to the increases in interest rates. Interest rates rose throughout fiscal year 2022-23. Note this is offset by increased debt service.
<b>Total Revenue</b>	<b>\$ 186,645,671</b>	<b>\$ 191,114,759</b>	<b>\$ 4,469,088</b>	<b>2.4%</b>	
Beginning Fund Balance	43,391,296	44,110,690	719,394	1.7%	Actual beginning fund balance - June 30, 2022 audited financial statements.
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$ 230,036,967</b>	<b>\$ 235,225,449</b>	<b>\$ 5,188,482</b>	<b>2.3%</b>	

**Appropriations:**

Professional Services	\$ 330,000	\$ 215,757	114,243	34.6%	Sales Tax Audit Costs are highly variable based on the recoveries generated.
Ongoing allocations to Measure A Entities	138,953,929	136,283,337	2,670,592	1.9%	Allocations are a percentage of sales tax - which is lower so allocations are too.
Capital Improvement Program	27,076,268	13,467,795	13,608,473	50.3%	The capital improvement program budget is based on contracts with projected yearly spending. Expenditure timing varies from year to year, but never exceeds contract maximums.
<b>Total Appropriations</b>	<b>\$ 166,360,197</b>	<b>\$ 149,966,889</b>	<b>\$ 16,393,308</b>	<b>9.9%</b>	

**Other Financing Sources (Uses):**

Transfer In	\$ -	\$ 50,866	\$ 50,866	100.0%	Unanticipated release of bond reserves.
Transfers out (to the Debt Service Fund)	(24,001,251)	(24,347,844)	(346,593)	1.4%	
Transfers out (Transit Fund)	(1,000,000)	(1,000,000)	-	0.0%	
Transfers out (Admin Fund)	-	(1,284,770)	(1,284,770)	-100.0%	Change in budget presentation to show interfund transfers.
Total Financing Sources (Uses)	\$ (25,001,251)	\$ (26,581,748)	\$ (1,580,497)	6.3%	
<b>Ending Fund Balance</b>	<b>\$ 38,675,519</b>	<b>\$ 58,676,812</b>	<b>\$ 20,001,293</b>	<b>51.7%</b>	

**June 30, 2023**  
**SacMetro Freeway Service Patrol (FSP)**

	Amended Budget	Actual Amount / Proposed Amendment	Budget / Actual Variance	% Change	Comments
<b>Revenue:</b>					
State Allocation	\$ 3,020,122	\$ 2,793,218	\$ (226,904)	-7.5%	State allocation was fully utilized in fiscal year 2022-23. The original budget was based on carryover amounts from fiscal year 2021-22, that were spent in that year and subsequently didn't carry over, this resulted in a budget that exceeded what was available.
CVR-SAFE*	900,000	910,000	10,000	1.1%	
<b>Total Revenue</b>	<b>\$ 3,920,122</b>	<b>\$ 3,703,218</b>	<b>\$ (216,904)</b>	<b>-5.5%</b>	
Beginning Fund Balance	231,584	232,776	1,192	0.5%	Actual beginning fund balance - June 30, 2022 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$ 4,151,706</b>	<b>\$ 3,935,994</b>	<b>\$ (215,712)</b>	<b>-5.2%</b>	
<b>Appropriations:</b>					
Salaries and Benefits	\$ 157,072	\$ 135,045	\$ 22,027	14.0%	Change in allocation method to exact number of hours worked has changed the allocation.
Overhead	75,794	32,031	43,763	57.7%	The calculation of the allocation of overhead changed in fiscal year 2022-23 based on either 1) revenue of each operating unit / 2) hours worked by staff. This caused the allocation to go down in fiscal year 2022-23.
Conferences and Travel	1,150	802	348	30.3%	
Communications	59,640	44,160	15,480	26.0%	Recorded the County Radio System Fee for fiscal year 2023-24 as a pre-paid expense. This difference is an accounting change not a difference in expenses from year to year.
Professional Services	33,196	-	33,196	100.0%	Historically, this was CHP Services. There have been none in the current fiscal year.
Other Operating Expenditures	2,550	1,765	785	30.8%	
Contractors	3,267,076	3,578,759	(311,683)	-9.5%	FSP anticipated a decrease in costs if we didn't sign an extension for Zone 2 which has the highest rates of the contracts. However, with the high proposals we extended the current contract for a year. This decision was made with the aim of identifying a more sustainable, long-term approach to address the escalating contractor rates.
<b>Total Appropriations</b>	<b>\$ 3,596,478</b>	<b>\$ 3,792,562</b>	<b>\$ (196,084)</b>	<b>-5.5%</b>	
Ending Fund Balance	\$ 555,228	\$ 143,432	\$ (411,796)	-74.2%	

\* Capitol Valley Regional Service Authority for Freeways and Expressways

**STA Administration**

	Amended Budget	Actual Amount / Proposed Amendment	Budget / Actual Variance	% Change	Comments
<b>Revenue:</b>					
Sales Tax	\$ 1,291,202	\$ 1,284,770	\$ (6,432)	-0.5%	
Other	50	(2,864)	(2,914)	-5828.0%	Cash balance with the County of Sacramento has not been at the County long, therefore the GASB 31 fair value adjustment is in excess of earned interest.
<b>Total Revenue</b>	\$ 1,291,252	\$ 1,281,906	\$ (9,346)	-0.7%	
Beginning Fund Balance	1,880,645	1,871,973	(8,672)	-0.5%	Actual beginning fund balance - June 30, 2022 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	\$ 3,171,897	\$ 3,153,879	\$ (18,018)	-0.6%	
<b>Appropriations:</b>					
Salaries and Benefits	\$ 546,310	\$ 634,978	\$ (88,668)	-16.2%	The retirement of STA staff caused an increase in salaries and benefits expenses, due to the payout of accrued compensation balances. STA staff advanced the CalPERS Unfunded Accrued Liability (\$74,000) disbursement to take advantage of having the funds recognized by CalPERS in fiscal year 2022-23. This as paired with a reallocation of staff time based on actual hours worked caused the increase.
Rent	40,539	37,816	2,723	6.7%	One month of rent was recognized in fiscal year 2021-22. Allocation methodology has changed and is based on hours worked by staff in the current year.
Conferences and Travel	8,875	11,744	(2,869)	-32.3%	Additional conferences, training and travel in fiscal year 2022-23 due to the reconvening of various professional groups. Allocation methodology has changed and is based on revenue of each operating unit and Measure A only conferences in the current year. This allocation change resulted in a higher allocation to STA.
Insurance	9,500	9,737	(237)	-2.5%	
Professional Services	135,250	626,098	(490,848)	-362.9%	The County of Sacramento Elections Office invoiced STA for the 2022 election printing costs (\$515k). This expense was recognized in fiscal year 2022-23 budget year with this amendment. Payments will be made to the County on a quarterly basis over fiscal year 2023-24.
ITOC	52,000	48,974	3,026	5.8%	
Other Operating Expenditures	7,150	19,046	(11,896)	-166.4%	Replacement of aged IT equipment and reallocation of expenses have increased this balance. Allocation methodology has changed and is based on revenue of each operating unit. This allocation change resulted in a higher allocation to STA.
<b>Total Appropriations</b>	\$ 799,624	\$ 1,388,393	\$ (588,769)	-73.6%	
Ending Fund Balance	\$ 2,372,273	\$ 1,765,486	\$ (606,787)	-25.6%	

**Sacramento Abandoned Vehicle Service Authority (SAVSA)**

	Amended Budget	Actual Amount / Proposed Amendment	Budget / Actual Variance	% Change	Comments
<b>Revenue:</b>					
Vehicle License Fees	\$ 40,000	\$ 59,982	\$ 19,982	50.0%	Additional unexpected DMV allocations were received. There were late payments from vehicle registration.
Interest	20	5,747	5,727	28635.0%	
<b>Total Revenue</b>	<b>\$ 40,020</b>	<b>\$ 65,729</b>	<b>\$ 25,709</b>	<b>64.2%</b>	
Beginning Fund Balance	119,647	134,606	14,959	12.5%	Actual beginning fund balance - June 30, 2022 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$ 159,667</b>	<b>\$ 200,335</b>	<b>\$ 40,668</b>	<b>25.5%</b>	
<b>Appropriations:</b>					
Distributions to SAVSA Partner Agencies	\$ 35,000	\$ 25,139	\$ 9,861	28.2%	The unexpected DMV allocation was distributed to participating agencies. Only one distribution was made in fiscal year 2022-23.
Salaries and Overhead	40,285	31,768	8,517	21.1%	The calculation of the allocation of salaries and overhead changed in FY23 based on either 1) revenue of each operating unit / 2) hours worked by staff. This caused the allocation to go down in fiscal year 2022-23.
<b>Total Appropriations</b>	<b>\$ 75,285</b>	<b>\$ 56,907</b>	<b>\$ 18,378</b>	<b>24.4%</b>	
Ending Fund Balance	\$ 84,382	\$ 143,428	\$ 59,046	70.0%	

**STA Transit Fund**

	Amended Budget	Actual Amount / Proposed Amendment	Budget / Actual Variance	% Change	Comments
<b>Revenue:</b>					
Interest	\$ 9,500	\$ 258,549	\$ 249,049	2621.6%	Interest rates have increased to a higher level during the year, resulting in increased interest income.
<b>Total Revenue</b>	\$ 9,500	\$ 258,549	\$ 249,049	2621.6%	
Beginning Fund Balance	8,060,381	7,108,570	(951,811)	-11.8%	Actual beginning fund balance - June 30, 2022 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	\$ 8,069,881	\$ 7,367,119	\$ (702,762)	-8.7%	
<b>Appropriations:</b>					
Intergovernmental Ongoing Expenses	\$ 5,462,106	\$ 2,207,848	\$ 3,254,258	59.6%	Slower CTSA spending from both SacRT and Paratransit. Both agencies have put in orders for new buses, manufacturers are delayed with the fulfillment of the orders.
<b>Total Appropriations</b>	\$ 5,462,106	\$ 2,207,848	\$ 3,254,258	59.6%	
<b>Other Financing Sources (Uses):</b>					
Transfers In	\$ 1,000,000	\$ 1,000,000	\$ -	0.0%	
<b>Total Financing Sources (Uses)</b>	\$ 1,000,000	\$ 1,000,000	\$ -	0.0%	
Ending Fund Balance	\$ 3,607,775	\$ 6,159,271	\$ 2,551,496	70.7%	

**STA Debt Service**

	Amended Budget	Actual Amount / Proposed Amendment	Budget / Actual Variance	% Change	Comments
<b>Revenue:</b>					
Interest	\$ 2,400	\$ 84,489	\$ 82,089	3420.4%	Interest rates have risen significantly.
<b>Total Revenue</b>	\$ 2,400	\$ 84,489	\$ 82,089	3420.4%	
Beginning Fund Balance	7,825,096	6,980,101	(844,995)	-10.8%	Actual beginning fund balance - June 30, 2022 audited financial statements
<b>Total Revenue and Beginning Fund Balance</b>	\$ 7,827,496	\$ 7,064,590	\$ (762,906)	-9.7%	
<b>Appropriations:</b>					
Principal	\$ 30,400,000	\$ 30,400,000	\$ -	0.0%	Refinancing of the 2012 Series Bonds, it is mostly offset by the Transfers in below.
Interest and other charges	20,257,063	19,765,088	491,975	2.4%	Interest rate fluctuations related to our variable rate debt and market volatility make budgeting for interest costs challenging.
<b>Total Appropriations</b>	\$ 50,657,063	\$ 50,165,088	\$ 491,975	1.0%	
<b>Other Financing Sources (Uses)</b>					
Transfers in	\$ 49,946,251	\$ 50,649,659	\$ 703,408	1.4%	The refinancing of the 2012 Series Bonds with the 2022 Series Bonds caused most of this increase. This balance includes bond proceeds. Additionally increasing interest costs have required increased transfers from the General Fund.
Transfers out	(50,866)	(50,866)	-	0.0%	The refinancing of the 2012 Series Bonds released funds in escrow; these were transferred to the General Fund.
<b>Total Financing Sources (Uses)</b>	\$ 49,895,385	\$ 50,598,793	\$ 703,408	1.4%	
Ending Fund Balance	\$ 7,065,818	\$ 7,498,295	\$ 432,477	6.1%	

SACRAMENTO TRANSPORTATION AUTHORITY

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE SACRAMENTO TRANSPORTATION AUTHORITY FISCAL YEAR 2022-23 YEAREND BUDGET FOR THE AUTHORITY AND SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY (SAVSA)**

**WHEREAS**, the Authority's authorizing statutes, the Local Transportation Authority and Improvement Act [California Public Utilities Code (CPUC), Section 180000 et seq.], requires the Authority Board to adopt an annual budget [CPUC, Section 180105(a)]; and

**WHEREAS**, the Authority desires to amend the Fiscal Year (FY) 2022-23 Budget revenues and appropriations as included in the attached budget document.

**NOW, THEREFORE, BE IT RESOLVED**, by the SACRAMENTO TRANSPORTATION AUTHORITY hereby adopts the attached FY 2022-23 Budget Amendment.

On a motion by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Transportation Authority at a regular meeting thereof this 14th day of September 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSAL:

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Chair of the Governing  
Body of the Sacramento  
Transportation Authority

(SEAL)

ATTEST: \_\_\_\_\_  
Clerk of the Governing Board of the  
Sacramento Transportation Authority



# Fiscal Year 2022-23 Budget to Actual Presentation

September 14, 2023

Dustin Purinton, Accounting Manager

FY2022-23 budget was adopted on June 1, 2022

Amendment was adopted on March 9, 2023

FY 2022-23 final amounts are complete

End of the Fiscal Year Budget Amendment



STA has multiple operating units that share goods and services.

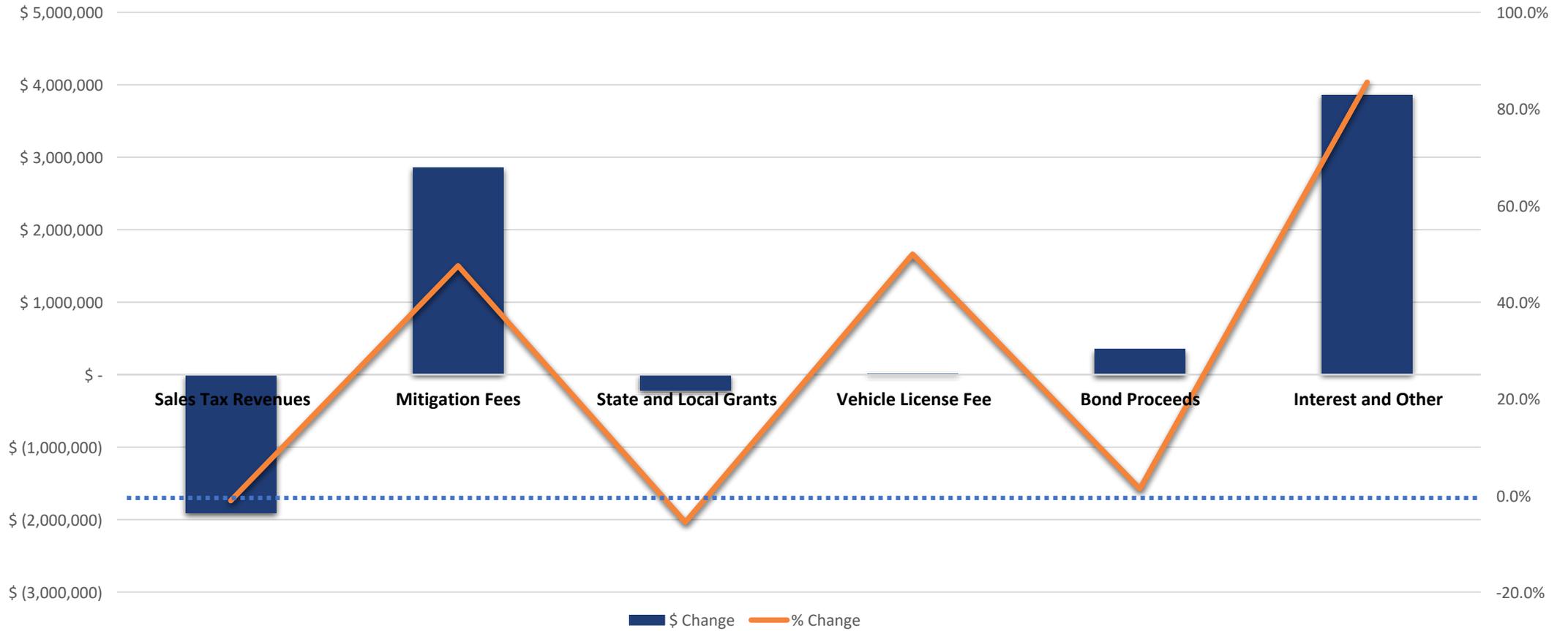
- Historically shared operating unit expenses (STA Measure A, FSP, & SAVSA) have been split with hours estimates only.

In FY2022-23 this was changed to a more comprehensive allocation.

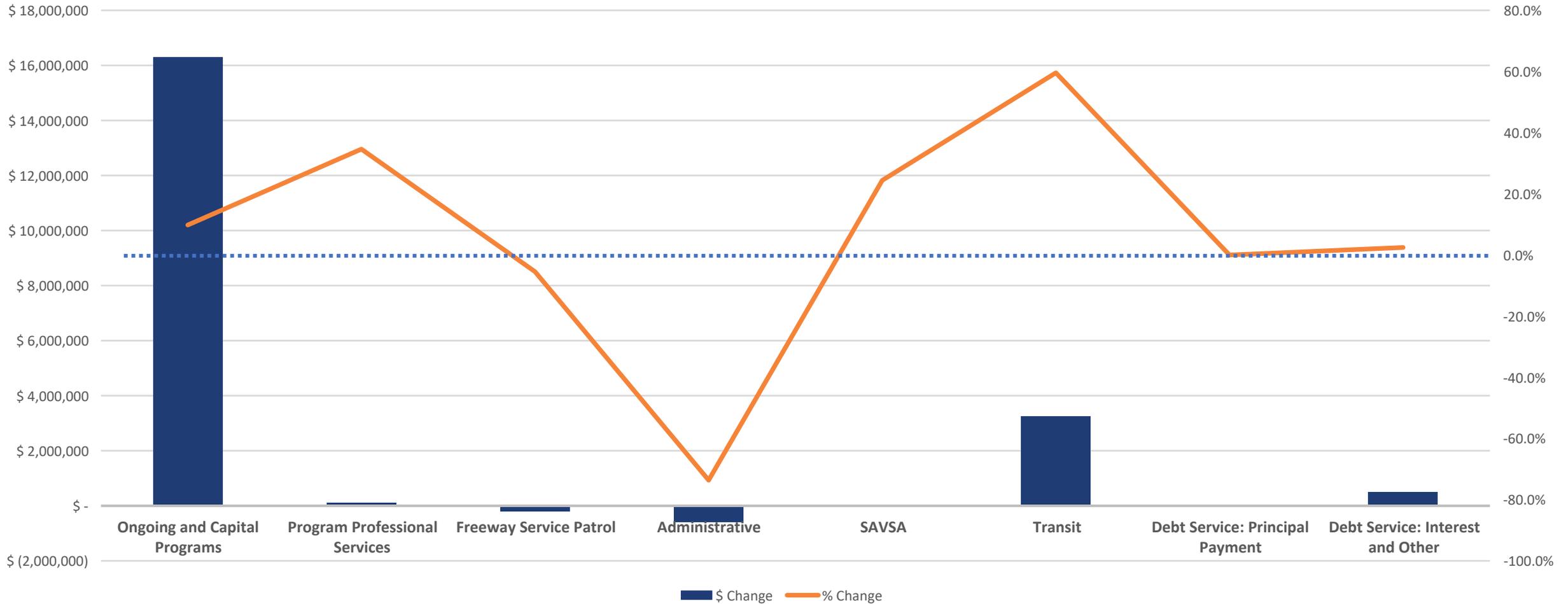
- This approach includes hours worked, revenue earned and items that are directly allocatable to the units.
- This approach more equitably distributes shared expenses. It also increases the burden on Measure A, which is the largest unit.



# Consolidated Revenues



# Consolidated Appropriations



## Revenue

- Decrease in Sales Taxes (-1.1%), this is due to higher-than-average inflation, with an overall economic slowdown, which is expected to continue into FY2023-24.
- Increase in Mitigation Fees (47.5%), this is highly variable and from jurisdictions that collected higher amounts, they are caused by large projects this year that do not re-occur.
- Increase in Interest (85.5%), interest rates have risen for FY2022-23, the swap agreements STA had in place recognize revenue in the interest revenue line. The high interest is offset by the higher interest expense.

## Appropriations

- Decrease in Capital Improvement Program expenses (9.8%), this is due to agencies budgeting based on project expectations. Expenditure timing varies year to year.





- Decrease in State Allocation (-5.5%) of Revenue, FSP fully utilized State Grants in the current year, the original budget had a prior year carryover that was less than anticipated.
- Increase in Contractors appropriations are due to the Zone 2 contract being extended, this wasn't anticipated in the original budget. Staff was anticipating lower bids for the Zone 2 contract request for proposal.



# Administration Fund

Revenues are consistent with the budget.

Professional services increased \$491,000 due to the unanticipated County of Sacramento Elections charge for the 2022 election cycle.

Salaries and benefits increased \$74,000 due to the change in payment timing of the Unfunded Accrued Liability (UAL), the FY2023-24 portion was paid in late FY2022-23. The change in the allocation of staff time added to the increase as well.





Intergovernmental Ongoing Expense decreased by \$3.3 million.

- The slow down in expenses is due to delays in bus manufacturing orders that are outside of SacRT and Paratransit control.





Questions?



SEPTEMBER 14, 2023

AGENDA ITEM # 10

**RECEIVE INFORMATION AND APPROVE FISCAL YEAR 2023-24 BUDGET AMENDMENT FOR THE AUTHORITY AND SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY (SAVSA) AND BUDGET AND BUDGET AMENDMENT RESOLUTION**

Action Requested: Approve

Key Staff: Dustin Purinton, Accounting Manager

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**Recommendation**

Receive and approve a Budget Amendment Resolution, which will update changes to the Fiscal Year (FY) 2023-24 budget.

**Background**

The Authority's adopted budget is a fiscal plan of revenues and expenditures for FY 2023-24. The budget includes annual operating costs for programs, administrative functions, and debt service activities. The budget was approved on June 16, 2023.

**Discussion**

Staff monitor revenue and expenditure throughout the year for substantive changes that require budgetary amendments. The Capital Southeast Connector JPA (JPA) has requested an advance for environmental mitigation of \$5 million into FY 2023-24, the original budget it is programmed in FY 2024-25. Staff is recommending that this be included in the budget amendment, which will allow the STA Governing Board to consider the need for capital allocation and expenditure contract for environmental mitigation funding as a separate item. This amendment intends to align new expenditure estimates for the fiscal year.

Below is a summary of the FY 2023-24 adopted budget and the proposed yearend budget for the funds with proposed amendments. Please see attachment for detailed fund by fund amendments.

	Original Budget	Proposed Budget	\$ Change	% Change
<b>Revenue:</b>				
Sales Tax Revenues	\$ 174,000,000	\$ 174,000,000	\$ -	0.0%
Mitigation Fees	6,022,951	6,022,951	-	0.0%
Interest and Other	250,050	285,000	34,950	14.0%
<b>Total Revenue</b>	<b>\$ 180,273,001</b>	<b>\$ 180,307,951</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Appropriations:</b>				
Ongoing and Capital Programs	\$ 168,961,132	\$ 173,961,132	\$ (5,000,000)	-3.0%
Program Professional Services	170,000	170,000	-	0.0%
Administrative	1,482,739	1,366,487	116,252	7.8%
<b>Total Appropriations</b>	<b>\$ 170,613,871</b>	<b>\$ 175,497,619</b>	<b>\$ (4,883,748)</b>	<b>4.9%</b>

*Attachments*

- 1) FY 2023-24 Proposed Budget Amendment
- 2) FY 2023-24 Budget Amendment Resolution

**June 30, 2024  
STA General Fund**

	Original Budget	Proposed Amendment	Budget Variance	% Change	Comments
<b>Revenue:</b>					
Sales Tax	\$ 174,000,000	\$ 174,000,000	\$ -	0.0%	
Mitigation Fees	6,022,951	6,022,951	-	0.0%	
Interest	250,000	250,000	-	0.0%	
<b>Total Revenue</b>	<b>\$ 180,272,951</b>	<b>\$ 180,272,951</b>	<b>\$ -</b>	<b>0.0%</b>	
Beginning Fund Balance	48,229,368	48,229,368	-	0.0%	
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$ 228,502,319</b>	<b>\$ 228,502,319</b>	<b>\$ -</b>	<b>0.0%</b>	

**Appropriations:**

Professional Services	\$ 170,000	\$ 170,000	\$ -	0.0%	
Ongoing allocations to Measure A Entities	136,060,234	136,060,234	-	0.0%	
Capital Improvement Program	32,900,898	37,900,898	(5,000,000)	-15.2%	Capital Southeast Connector JPA has requested an advance of Capital Improvement Program (CIP) funding that was programmed in FY2024-25 into the FY2023-24 period. This advance will not negatively impact the 5 year CIP.
<b>Total Appropriations</b>	<b>\$ 169,131,132</b>	<b>\$ 174,131,132</b>	<b>\$ (5,000,000)</b>	<b>-3.0%</b>	

**Other Financing Sources (Uses):**

Transfer In	\$ -	\$ -	\$ -	0.0%	
Transfers out (to the Debt Service Fund)	(22,500,000)	(22,500,000)	-	0.0%	
Transfers out (Transit Fund)	(1,000,000)	(1,000,000)	-	0.0%	
Transfers out (Admin Fund)	(1,282,666)	(1,282,666)	-	0.0%	
Total Financing Sources (Uses)	\$ (24,782,666)	\$ (24,782,666)	-	0.0%	
<b>Ending Fund Balance</b>	<b>\$ 34,588,521</b>	<b>\$ 29,588,521</b>	<b>\$ (5,000,000)</b>	<b>-14.5%</b>	

**June 30, 2024  
STA Administration**

	Original Budget	Proposed Amendment	Budget Variance	% Change	Comments
<b>Revenue:</b>					
Sales Tax	\$ 1,282,666	\$ 1,282,666	\$ -	0.0%	
Other	50	35,000	34,950	69900.0%	Cash balance that was recently moved to the County of Sacramento is anticipated to earn more interest.
<b>Total Revenue</b>	<b>\$ 1,282,716</b>	<b>\$ 1,317,666</b>	<b>\$ 34,950</b>	<b>2.7%</b>	
Beginning Fund Balance	2,398,456	2,398,456	-	0.0%	
<b>Total Revenue and Beginning Fund Balance</b>	<b>\$ 3,681,172</b>	<b>\$ 3,716,122</b>	<b>\$ 34,950</b>	<b>0.9%</b>	
<b>Appropriations:</b>					
					The CalPERS Unfunded Accrued Liability (UAL) was originally budgeted at \$74,000, subsequently CalPERS released an updated actuarial report increasing the 5 year amortization schedule by \$266,000. The Board approved 5 year amortization schedule as part of the June 2023 meeting. CalPERS UAL is unpredictable, if investment returns are better than expected STA could be in a well funded position resulting in a much lower UAL payable. There was an unanticipated salary adjustment during the year that increased this line item by \$33,000 during the year.
Salaries and Benefits	\$ 605,047	\$ 895,321	\$ (290,274)	-48.0%	
Rent	41,603	41,603	-	0.0%	
Conferences and Travel	9,082	16,000	(6,918)	-76.2%	Additional conferences, training and travel in the FY24. STA will attend the Bond Buyer Conference in FY2024, which hasn't previously been attended. Allocation methodology has changed and is based on revenue of each operating unit and Measure A only conferences in the current year. This allocation change resulted in a higher allocation to STA.
Insurance	9,888	9,888	-	0.0%	
Professional Services	761,798	320,675	441,123	57.9%	The County of Sacramento Elections Office invoiced STA for the 2022 election printing costs (\$515k). This expense was recognized in the FY2022-23 budget year with this amendment. Payments will be made to the County on a quarterly basis over the 2024 fiscal year. Allocation methodology has changed and it has resulted in a higher allocation to STA.
ITOC	35,538	53,000	(17,462)	-49.1%	Increase in anticipated cost due to a change in the allocation methodology.
Other Operating Expenditures	19,783	30,000	(10,217)	-51.6%	Purchase of teleconferencing equipment for the STA offices, this was not originally budgeted, budgeted at \$5,000. Allocation methodology has changed and is based on revenue of each operating unit. This allocation change resulted in a higher allocation to STA.
<b>Total Appropriations</b>	<b>\$ 1,482,739</b>	<b>\$ 1,366,487</b>	<b>\$ 116,252</b>	<b>7.8%</b>	
Ending Fund Balance	\$ 2,198,433	\$ 2,349,635	\$ 151,202	6.9%	

SACRAMENTO TRANSPORTATION AUTHORITY

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE SACRAMENTO TRANSPORTATION AUTHORITY FISCAL YEAR 2023-24 BUDGET FOR THE AUTHORITY AND SACRAMENTO ABANDONED VEHICLE SERVICE AUTHORITY (SAVSA)**

**WHEREAS**, the Authority's authorizing statutes, the Local Transportation Authority and Improvement Act [California Public Utilities Code (CPUC), Section 180000 et seq.], requires the Authority Board to adopt an annual budget [CPUC, Section 180105(a)]; and

**WHEREAS**, the Authority desires to amend the Fiscal Year (FY) 2023-24 Budget revenues and appropriations as included in the attached budget document.

**NOW, THEREFORE, BE IT RESOLVED**, by the SACRAMENTO TRANSPORTATION AUTHORITY hereby adopts the attached FY 2023-24 Budget Amendment.

On a motion by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Governing Board of the Sacramento Transportation Authority at a regular meeting thereof this 14th day of September 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSAL:

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Chair of the Governing  
Body of the Sacramento  
Transportation Authority

(SEAL)

ATTEST: \_\_\_\_\_  
Clerk of the Governing Board of the  
Sacramento Transportation Authority



# Fiscal Year 2023-24 Budget Amendment Presentation

September 14, 2023

Dustin Purinton, Accounting Manager

FY2023-24 budget was adopted on June 16, 2023

The Capital Southeast Connector JPA requested a capital funding advance triggering this budget amendment.

Staff are addressing further modifications that have come to light since the budget was approved in this amendment.

Quarter 1 FY2023-24 Budget Amendment

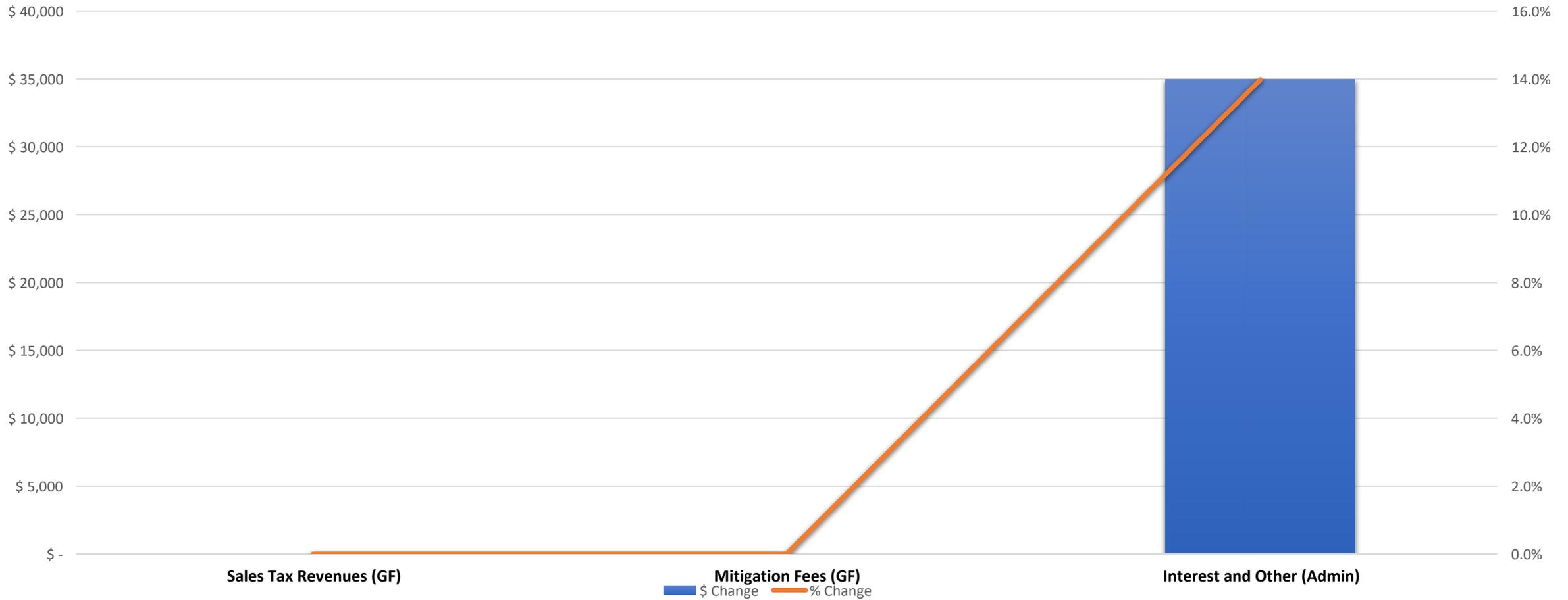


In this amendment, staff have utilized the identical expense allocation approach as presented in FY2022-23 for FY2023-24.

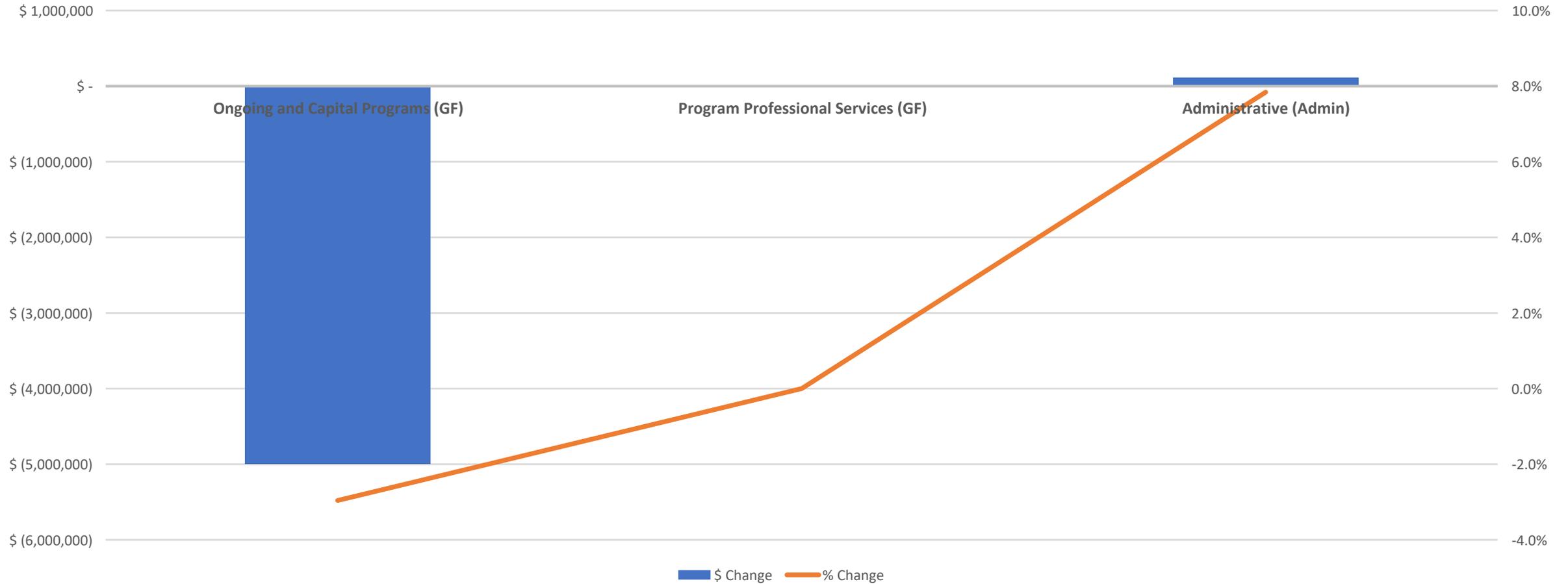
- This impacts the Administrative Fund Appropriations in this amendment.



# Consolidated Revenues



# Consolidated Appropriations



## Revenue

- No changes.

## Appropriations

- \$5 million dollar increase in Capital Improvement Program to advance the Capital Southeast Connector JPA environmental mitigation funding originally budgeted in FY2024-25 into the current budget year FY2023-24.



Revenues are consistent with the budget, except for interest and other.

Professional services decreased \$491,000

- The unanticipated County of Sacramento Elections charge for the 2022 election cycle caused most of this decrease (\$515,000), this expense was originally budgeted in FY2023-24 but moved to FY2022-23, the year it was incurred.
- The changes in the expense allocation methodology make up the remaining difference.

Salaries and benefits increased \$290,000.

- The Unfunded Accrued Liability (UAL) funding policy and a change in the timing of the payment (paying FY25 UAL at the end of FY24) increased this line by \$266,000
- There was also an unanticipated salary adjustment during the year that increased this line item by \$33,000.
- The changes in the expense allocation methodology make up the remaining difference.





Questions?



SEPTEMBER 14, 2023

AGENDA ITEM # 11

**RECEIVE INFORMATION AND CONSIDER AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A THREE-YEAR CAPITAL ALLOCATION AND EXPENDITURE CONTRACT FOR ENVIRONMENTAL MITIGATION FUNDING WITH THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY USING TRANSPORTATION PROJECT ENVIRONMENTAL MITIGATION PROGRAM FUNDING**

Action Requested: Receive Information and Consider Approval

Key Staff: Kevin Bewsey, Executive Director

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**Recommendation**

Staff recommends that the STA Governing Board receive information on Environmental Mitigation for the Capital SouthEast Connector Project and then consider the following action:

1. Authorize the Executive Director to sign a three-year capital allocation and expenditure contract for environmental mitigation funding with the Capital SouthEast Connector Joint Powers Authority using transportation project environmental mitigation program funding with a total contract amount of \$5,000,000 in substantially the form attached.

**Background**

The 2004 Measure A Transportation Expenditure Plan includes \$15 million for the Cosumnes River Permanent Open Space Preserve as follows:

*III. Cosumnes River Permanent Open Space Preserve. Funding shall be available for planning, development, and acquisition of the Cosumnes River Permanent Open Space Preserve for the I5/SR99/US50 corridor and/or any other environmental mitigation needed to offset project impacts from such project consistent with the adjacent local jurisdictions' land use planning documents and processes.*

*The Preserve shall be eligible for funding in the amount of at least \$5 million in each of the following categories: Local Arterial Program, as part of the funding dedicated for the I-5/US 50/SR 99 corridor; the Smart Growth Incentive Program; and the Transportation Environmental Mitigation Program. Facilities located in the Preserve can also qualify for funds available in the Safety, Streetscaping, Pedestrian and Bicycle Facilities Program at the discretion of each local jurisdiction receiving such funding.*

*The Preserve shall be administered by an appropriate private, not for profit land preservation organization or other organization created specifically for the purpose of administering Measure open space funds as selected by the Authority Board.*

The 2004 Measure A Transportation Expenditure Plan also included the I5/SR99/SR50 Connector (hereinafter referred to as "Connector Expressway") as part of the Local Arterial Program.

In August 2019, the STA Governing Board (Board) created the Cosumnes River Permanent Open Space Conservation Fund specifically for the purpose of offsetting potential environmental impacts from the construction of the Connector Expressway. Since the Connector Expressway is a covered activity in the South Sacramento Habitat Conservation Plan (SSHCP), the Connector Expressway may proceed through the purchase of SSHCP mitigation credits. Additionally, the Board approved the first \$5 million dollar contract for Environmental Mitigation related to the construction of the Connector Expressway from the Local Arterials Program ("2019 Contract").

In June 2021, the Board approved the second \$5 million dollar contract for Environmental Mitigation related to the construction of the Connector Expressway from the Smart Growth Incentive Program ("2021 Contract").

Through these two contracts the Capital SouthEast Connector JPA ("JPA") has accumulated approximately 389 acres of mitigation credits, they have used approximately 73 acres, leaving 316 acres of mitigation credits for future sections of the Connector Expressway. Approximately \$800,000 remains from these two contracts. However, there is also a need facilitate the land dedication for a 158.6-acre parcel purchased in May 2022. This land dedication is included in the numbers above. See Attachment 2 for a Mitigation Credit Summary Table and Attachment 3 for the most recent Environmental Mitigation Claim Activities Report from the Capital SouthEast Connector JPA ("JPA"), which shows even more detail.

In June 2023, the Board approved its Annual Budget and Capital Improvement Program (CIP) Financing Plan. The CIP scheduled the final \$5 million in environmental mitigation from the Transportation Project Environmental Mitigation Program (TPEMP) funding in Fiscal Year 2024-25. These funds were programmed after discussions with JPA staff on a potential leveraging opportunity in the future. The Sacramento Valley Conservancy had partnered with the JPA on a Sustainable Agricultural Lands Conservation Program (SALC) Capacity Grant to help plan out acquisitions along the Connector Expressway. This \$250,000 planning grant was awarded in February 2023.

Prior to adoption of the budget, the JPA staff began asking to advance these funds to Fiscal Year 2023-24, due to a potential acquisition that could be dedicated for mitigation credits in lieu of paying mitigation credit fees. In May 2023 the JPA Board authorized a letter request to the requesting these funds be advanced. This letter was included in the STA's June Meeting Packet. The timing of this request and STA staff understanding precluded it from being included in the annual budget adoption.

### **Discussion**

Since June, STA staff have been reviewing the request for the advance of \$5 million in mitigation funds and its near-term needs. Based on the information provided by the JPA staff, their strategy was to utilize conservation easements and land acquisition and dedication to bank mitigation credits for the overall Connector Expressway. As sections of the Connector Expressway neared construction, they would utilize these banked credits and purchase any missing credits with

mitigation funds. This approach of using banked credits insulated the Connector Expressway from fee increases by the SSHCP such as the most recent one that took place on September 11, 2023. This also increased the value of their banked credits overtime. This approach was utilized on the following Connector Expressway sections:

- Section A2 (Kammerer Road, Bruceville Road to SR -99),
- Section D3A (White Rock Road, White Rock Road/Grant Line Road to Prairie City Road), &
- Scott Road extension (Scott Road to the Prairie City Road).

The JPA needs approximately 295 acres of mitigation credits in the next five years. It should be noted that the amount of mitigation credits needed is commensurate with the level of design. Typically, the amount of mitigation needed is further refined over time and these estimates should be considered very conservative and a upper limit. These mitigation credits are needed for the following sections of the Connector Expressway anticipated to go to construction in the next five years:

- Section A1 (Kammerer Road, I-5 to Bruceville Road)
- Section D2 (Grant Line Road, Jackson Highway to White Rock Road)
- Section D3B (White Rock Road, Prairie City Road to County Line)

While the JPA does have approximately 316 acres of mitigation credits banked, they do not have all the correct types of mitigation in the amount needed. So, an additional approximately 111 acres is needed with a estimated cost of \$4.5 million. See Attachment 2 for a Mitigation Credit Need Summary Table for more detail.

Staff recommends that the Board receive information on Environmental Mitigation for the Connector Expressway Project and then consider following action:

1. Authorize the Executive Director to sign a three-year capital allocation and expenditure contract for environmental mitigation funding with the Capital SouthEast Connector JPA using transportation project environmental mitigation program funding with a total contract amount of \$5,000,000 in substantially the form attached.

Please note that the \$5 million in funding would be used for environmental mitigation credits needed for Connector Expressway sections anticipated to go to construction in the next five years. This would ensure that as these Connector Expressway sections go to construction another funding source such as local development impact fees would not be needed to pay for this mitigation.

Should the JPA, want to utilize land acquisition and dedication to bank mitigation credits it must show it can satisfy all these unbanked credits needed with the funding provided. This could include the leveraging of Measure A funds to obtain additional grant funds through the Sustainable Agricultural Lands Conservation Program (SALC) to acquire additional mitigation credits for the overall Connector Expressway.

The attached Contract provides the Capital SouthEast Connector JPA with \$5 million in funding from the Transportation Project Environmental Mitigation Program for environmental mitigation with an expiration of June 30, 2026.

### **Fiscal Impact**

Item # 10 on Today's agenda, if approved, would advance the \$5 million in funding for the needed Capital SouthEast Connector JPA for environmental mitigation from fiscal year 2024-25 to fiscal year 2023-24. For additional information regarding these fiscal impacts, see Item #10. This would be the last \$5 million in funding of the \$15 million for the Cosumnes River Permanent Open Space Preserve and no additional environmental mitigation funding for the Capital SouthEast Connector JPA is anticipated.

### ***Attachment***

1. Map of the Connector Expressway
2. Mitigation Tables
3. Environmental Mitigation Claim Activities Report through 06/30/2023
4. JPA Letter Request for STA FY2023-24 Budget Revision
5. Capital Allocation And Expenditure Contract For Environmental Mitigation Related To The Construction Of The Capital Southeast Connector Expressway Under The Transportation Project Environmental Mitigation Program

Attachment 1: Map of the Connector Expressway





# Sacramento Transportation Authority

GOVERNING BOARD

## Attachment 2: Mitigation Tables

**Table 1: Mitigation Credits Summary**

SSHCP Land Cover Type	Fee per Acre (Effective 9/11/2023)	Total Credits, Acres*	Credits Used, Acres	Credits Remaining, Acres
<b>Agriculture</b>	\$ 21,833.17	30.55	30.55	0.00
<i>Valley Grassland</i>	\$ 23,648.08	335.35	41.35	294.00
<i>Vernal Pool - Direct</i>	\$ 267,965.54	10.77	0.27	10.50
<i>Vernal Pool - Indirect</i>	\$ 44,394.55	3.22	0.22	3.00
<i>Blue Oak</i>	\$ 164,622.68	0.00	0.00	0.00
<i>Riparian</i>	\$ 197,304.19	0.00	0.00	0.00
<i>Mine Tailing Riparian Woodland</i>	\$ 199,075.26	0.00	0.00	0.00
<i>Seasonal Wetland</i>	\$ 192,384.18	1.36	0.06	1.30
<i>Freshwater Marsh</i>	\$ 193,487.87	0.00		0.00
<i>Swale - Direct</i>	\$ 180,552.77	4.02	0.02	4.00
<i>Swale - Indirect</i>	\$ 25,824.60	0.04	0.04	0.00
<i>Streams/Creeks (VPIH) - Direct</i>	\$ 199,680.18	0.70	0.00	0.70
<i>Streams/Creeks (VPIH) - Indirect</i>	\$ 53,100.23	0.00	0.00	0.00
<i>Open Water</i>	\$ 156,636.64	2.00	0.00	2.00
<i>Streams/Creeks</i>	\$ 165,940.78	0.84	0.34	0.50
<b>Credit Subtotal</b>		388.86	72.86	316.00
<b>Credit Value</b>		\$ 13,209,131	\$ 1,801,443	\$ 11,407,688

\*Assumes land dedication in lieu of fees for 158.6 acre parcel purchased in May 2022.

**Table 2: Mitigation Credits Need Summary Table**

<b>SSHCP Land Cover Type</b>	<b>Fee per Acre (Effective 9/11/2023)</b>	<b>Credits Remaining, Acres</b>	<b>Total Credits Needed, Acres</b>	<b>Unbanked Credits Needed, Acres</b>
<b>Agriculture</b>	\$ 21,833.17	0.00	74.50	74.50
<i>Valley Grassland</i>	\$ 23,648.08	294.00	166.50	0.00
<i>Vernal Pool - Direct</i>	\$ 267,965.54	10.50	15.56	5.06
<i>Vernal Pool - Indirect</i>	\$ 44,394.55	3.00	28.64	25.64
<i>Blue Oak</i>	\$ 164,622.68	0.00	0.00	0.00
<i>Riparian</i>	\$ 197,304.19	0.00	0.00	0.00
<i>Mine Tailing Riparian Woodland</i>	\$ 199,075.26	0.00	0.00	0.00
<i>Seasonal Wetland</i>	\$ 192,384.18	1.30	0.15	0.00
<i>Freshwater Marsh</i>	\$ 193,487.87	0.00	1.15	1.15
<i>Swale - Direct</i>	\$ 180,552.77	4.00	3.21	0.00
<i>Swale - Indirect</i>	\$ 25,824.60	0.00	3.18	3.18
<i>Streams/Creeks (VPIH) - Direct</i>	\$ 199,680.18	0.70	0.95	0.25
<i>Streams/Creeks (VPIH) - Indirect</i>	\$ 53,100.23	0.00	1.23	1.23
<i>Open Water</i>	\$ 156,636.64	2.00	0.00	0.00
<i>Streams/Creeks</i>	\$ 165,940.78	0.50	0.15	0.00
<b>Credit Subtotal</b>		316.00	295.22	111.01
<b>Credit Value</b>		\$11,407,688	\$12,197,947	\$4,540,620

## Environmental Mitigation Claim Activities Report through 06/30/2023 (AP 12)

### Summary of Activities:

- Field verification, mapping, and documentation of SSHCP land cover types on Crosbie Preserve Parcel (APN 126-0060-039)
- Disk fire break around Crosbie Preserve Parcel
- Evaluation of open space preservation and conservation properties, and compliance with 30x30 State initiative.

### Summary Mitigation Credits:

Connector JPA SSHCP Mitigation Credit Allocation Summary							
SSHCP Land Cover Type	Total Credits Purchased			Allocated			Remaining Credits (Unallocated)
	Total Mitigation Credits	Land Dedication	Re-Est/Est Dedication	Segment A	Segment D3		
				A2 Reconstruction	D3a	Scott Rd	
Agriculture	30.550	0.00	N/A	30.55	0.00	0.000	0.00
Valley Grassland	196.349	0.00	N/A	0	33.50	7.849	155
Vernal Pool - Direct	5.774	0.00	2.50	0	0.00	0.274	5.5
Vernal Pool - Indirect	3.215	0.00	N/A	0	0.00	0.215	3
Blue Oak	0.000	0.00	0.00	0	0.00	0.000	0
Riparian	0.000	0.00	0.00	0	0.00	0.000	0
Mine Tailing Riparian Woodland	0.000	0.00	0.00	0	0.00	0.000	0
Seasonal Wetland	1.369	0.00	0.00	0	0.02	0.049	1.3
Freshwater Marsh	0.000	0.00	0.00	0	0.00	0.000	0
Swale - Direct	1.018	0.00	0.00	0	0.00	0.018	1
Swale - Indirect	0.044	0.00	N/A	0	0.00	0.044	0
Streams/Creeks (VPIH) - Direct	0.500	0.00	0.00	0	0.00	0.000	0.5
Streams/Creeks (VPIH) - Indirect	0.000	0.00	N/A	0	0.00	0.000	0
Open Water	0.000	0.00	0.00	0	0.00	0.000	0
Streams/Creeks	0.842	0.00	0.00	0	0.31	0.032	0.5
<b>Total</b>	<b>239.66</b>	<b>0.00</b>	<b>2.50</b>	<b>30.55</b>	<b>33.83</b>	<b>8.48</b>	<b>166.80</b>

The Capital SouthEast Connector purchased 158.95 acres (APN 126-0060-039) in May of 2022 with the intent of dedicating the land for preservation. This action is anticipated to generate the following mitigation credits by SSHCP land cover type:

<b>SSHCP Land Cover Type</b>	<b>Anticipated Mitigation Credits*</b>
Valley Grassland	139
Vernal Pool – Direct	5
Swale -Direct	3
Stream/ Creek (VPIH) – Direct	0.2
Open Water	2

\* Values are preliminary estimates and subject to change based on field verification, USACE wetland delineation verification, and Connector right of way impacts.

June 5, 2023

Kevin Bewsey  
Sacramento Transportation Authority  
801 12<sup>th</sup> Street  
Sacramento, CA 95814

**RE: STA FY2023-24 BUDGET REVISION REQUEST**

Dear Mr. Bewsey,

As you know, at the May 26, 2023, JPA Board Meeting, the Board of Directors discussed the draft STA Budget and funding anticipated to facilitate the Connector project, specifically \$5M in funding for project mitigation under the Transportation Project Environmental Mitigation Program ("TPEMP").

Please update the Budget to include the \$5M so we can continue to acquire permanent open space consistent with the Measure A ordinance. Advancing the mitigation funding to the JPA one fiscal year has minimal impact on STA's fund balance reserve or ending fund balance. You may recall some of the discussion points that the Board reviewed:

- **Connector Open Space Preservation Strategy:** The JPA has invested nearly \$10M in permanent, durably protected and managed open space. These preserved lands showcase the beauty and biodiversity of the Sacramento region for the benefit of current and future generations, link corridors for wildlife continuity, and shield these open lands from development pressures.
- **Broad Stakeholder Support:** The JPA is collaborating with numerous agencies and organizations on a Southeast Sacramento Agricultural Buffer for which a Sustainable Agricultural Lands Conservation Grant provided funding. The Environmental Council of Sacramento and the Sacramento Valley Conservancy support the funding allocation as it advances the "Pathways to 30x30 California" permanent open space initiative.

Attached for reference is JPA Board resolution supporting this request.

Sincerely,



Derek Minnema, Executive Director  
Capital SouthEast Connector JPA

Cc: JPA Board of Directors

Enclosures: May 26, 2023 JPA Board Mitigation Funding Resolution

JPA BOARD OF DIRECTORS



**ITEM 17 a**

**RESOLUTION 2023-17**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY  
REQUESTING MEASURE A PERMANENT OPEN SPACE FUNDING FROM THE  
TRANSPORTATION ENVIRONMENTAL MITIGATION PROGRAM FROM THE  
SACRAMENTO TRANSPORTATION AUTHORITY FOR FISCAL YEARS 2024-2026**

**WHEREAS**, Measure A, Sacramento Transportation Authority's (STA) one-half percent sales tax, funds transportation improvements in Sacramento County and provides at least \$15 million for permanent open space to mitigate potential environmental impacts from the construction of the Capital SouthEast Connector project; and

**WHEREAS**, The Measure A Expenditure Plan approved by voters in 2004 specifically allocates at least \$5 million from the Sacramento Transportation Mitigation Fee Program (SCTMFP) within the Environmental Mitigation Program for planning, development, an acquisition of Permanent Open Space; and

**WHEREAS**, The Capital SouthEast Connector JPA has invested nearly \$10 million in permanent, durably protected and managed open space, including species habitat, agricultural lands and mitigation credits for impact to landcover types; and

**WHEREAS**, STA's draft Capital Improvement Program financing plan reflects \$5 million for Capital SouthEast Connector project in FY 2024/25; and

**WHEREAS**, The Capital SouthEast Connector JPA has been presented with certain mitigation acquisition opportunities that further advance its mitigation strategy and necessitate the funding be advanced immediately in FY 2023/24; and

**WHEREAS**, Advancing the mitigation funding to the JPA has minimal impact on STA's Capital Improvement Program fund balance reserve or ending fund balance.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Capital SouthEast Connector JPA respectfully requests that the Sacramento Transportation Authority advance allocation of \$5 Million from the transportation environmental mitigation program to FY 2023/24.

This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

PASSED AND ADOPTED this 26th day of May, 2023, on a motion by  
Director Kozlowski, seconded by Director Robles, by the following vote:

AYES: Gateway, Hidahl, Hume, Kozlowski, Robles

NOES:

ABSENT:

ABSTAIN:

John Hidahl  
Chairperson

ATTEST:

Daniel M. Williams  
Secretary

**CONTRACT STA-23-00#-CAE**

**CAPITAL ALLOCATION AND EXPENDITURE CONTRACT  
FOR ENVIRONMENTAL MITIGATION RELATED  
TO THE CONSTRUCTION OF THE  
CAPITAL SOUTHEAST CONNECTOR EXPRESSWAY  
UNDER THE TRANSPORTATION PROJECT ENVIRONMENTAL MITIGATION  
PROGRAM**

This Contract is made as of **October 1, 2023** by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter referred to as “Authority”, and the Capital SouthEast Connector Authority, a joint powers authority (hereinafter referred to as “Entity”).

**RECITALS**

**WHEREAS**, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure ‘A’ and Authority Ordinance No. 04-01 (“Measure A Ordinance”); and

**WHEREAS**, the Measure A Ordinance includes the “Sacramento County Transportation Expenditure Plan 2009–2039” (“Expenditure Plan”); and

**WHEREAS**, the Expenditure Plan includes the following capital improvement project: I5/SR99/SR50 Connector (hereinafter referred to as “Connector Expressway”) as part of the Local Arterial Program; and

**WHEREAS**, the Expenditure Plan includes \$15 million for planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve for the Connector Expressway and/or any other environmental mitigation needed to offset project impacts from such project consistent with the adjacent local jurisdictions’ land use planning documents and processes. The \$15 million is comprised of \$5 million each from the Local Arterial Program, Smart Growth Incentive Program; and the Transportation Project Environmental Mitigation Program.

**WHEREAS**, the AUTHORITY and ENTITY are parties to a prior and separate Allocation and Expenditure Contract for Environmental Mitigation related to the construction of the Connector Expressway for \$5 million dollars funded from the Local Arterials Program dated August 26, 2019 (“2019 Contract”); and

**WHEREAS**, the AUTHORITY and ENTITY are parties to a prior and separate Allocation and Expenditure Contract for Environmental Mitigation related to the construction of the Connector Expressway for \$5 million dollars funded from the Smart Growth Incentive Program dated June 18, 2021 (“2021 Contract”); and

**WHEREAS**, only \$5 million dollars of the \$15 million remains available for Environmental Mitigation related to the construction of the Connector Expressway; and

**WHEREAS**, it is desired that this remaining \$5 million be identified in this separate Contract for accountability and tracking purposes.

**NOW, THEREFORE** in consideration of the conditions herein contained, Authority and Entity do hereby agree to enter into “parallel” Contracts.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
  - a. Provide for the disbursements of transportation mitigation fee revenue on a reimbursement basis by the Authority to Entity for environmental mitigation to offset potential impacts related to the construction of the Connector Expressway in the next five years which may including planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve as provided for by the Measure A Transportation Expenditure Plan under the Transportation Project Environment Mitigation Program (TPEMP).
  - b. Set forth Entity’s obligations with respect to the receipt and expenditure thereof.
2. Description of the Projects. The two projects related to this Contract are:
  - a. CAPITAL SOUTHEAST CONNECTOR EXPRESSWAY. The Connector Expressway is a modern, four-lane expressway that will connect Interstate 5 to U.S. Highway 50 and the Cities of Elk Grove, Rancho Cordova and Folsom. The project’s first phase includes construction of four continuous lanes from Interstate 5 and Highway 99 in Elk Grove to the new Silva Valley interchange at Highway 50 in El Dorado Hills, expanded at-grade intersections at all major access points, and a continuous path for pedestrians and bicyclists. It is currently being implemented by the Entity. Only the portion of the project located in Sacramento County is eligible for Measure A funds.
  - b. COSUMNES RIVER PERMANENT OPEN SPACE PRESERVE. The Cosumnes River Permanent Open Space Preserve (hereinafter referred to as “Preserve”) is a natural preserve centered along the Cosumnes River, its floodplains and riparian habitat in southern unincorporated Sacramento County. The Preserve contains over 50,000 acres of wildlife habitat and agricultural lands and is home to more than 250 bird species, more than 40 fish species, and over 400 plant species.

The Preserve is located within the South Sacramento Habitat Conservation Plan (SSHCP) area. The SSHCP is a regional effort to create a preserve system that will protect habitat, open space, and agricultural lands in south Sacramento

County, including the Cosumnes River watershed, while providing development and infrastructure projects with a streamlined and predictable federal and state permitting process. Using mitigation fees collected under the SSHCP, 36,282 acres would become part of an interconnected preserve system, including approximately 1,000 acres of vernal pool habitat. The SSHCP will help protect 28 plant and wildlife species.

The SSHCP is administered and implemented by the South Sacramento Conservation Agency (SSCA), a joint powers authority that includes Sacramento County and the Cities of Rancho Cordova and Galt.

3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
  - a. “Act” means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
  - b. “Board” means the Governing Board of the Sacramento Transportation Authority.
  - c. “Capital Improvement Program Reimbursement Request Support Policy” means the Authority policy that covers support requirements for reimbursement requests, issued in June 2023.
  - d. “Definitions of Eligible Expenditures” means the Definitions of Eligible Expenditures as approved by the Authority Governing Board in August 2021.
  - e. “Measure A” or “Ordinance” means Sacramento Transportation Authority Ordinance No. STA 04-01 and the Transportation Expenditure Plan which was updated for the Decennial Review by the Authority Governing Board in April 2021.
  - f. “Expenditure Plan” means the Transportation Expenditure Plan, 2009–2039 incorporated into Ordinance.
4. Amount of Allocation and Period of Expenditure. The Board hereby allocates to Entity the sum of **\$5,000,000** for the reimbursement of expenditures associated with the Entity’s analysis, evaluation and assessment of, and purchase of mitigation credits and mitigation fee agreements benefitting the Connector Expressway during Fiscal Years during 2024, 2025, and 2026. Expenses incurred prior to June 30, 2026, will be eligible for reimbursement. The final invoice shall be submitted within 60 days of June 30, 2026. No additional funds will be provided under this contract.
5. Compliance. The use and expenditure of transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance,

applicable resolutions of the Board, this Contract, the Definitions of Eligible Expenditures, Capital Improvement Program Reimbursement Request Support Policy, and all other applicable contractual and legal requirements.

6. Entity Certifications.

- a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract and the maintenance of effort requirements set forth in the Ordinance:
  - i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
- b. State and Federal Funding. Entity certifies that it will continue to seek maximum funding for transportation improvements through State and Federal grant programs and to not supplant these grant funds.

7. Disbursement of Revenues.

- c. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- d. Claims for payment shall be submitted no more often than monthly.
- e. All claims shall be approved by the Entity's Project Manager prior to submission to Authority.
- f. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

8. Reporting.

- a. Entity shall submit a status report to Authority with each request for disbursement. Information in the status report shall include:
  - i. The amount of fees paid in connection with the Entity's analysis, evaluation and assessment of, and purchase of mitigation credits and fee agreements benefitting and related to the SSCA to fund the Cosumnes River Preserve (through the SSHCP process).

- ii. The anticipated quantity and type of mitigation credits needed for the Connector Expressway within Sacramento County through construction of projects segments in the next five years and through construction of the entire project.
  - iii. The quantity and type of mitigation credits received under the SSHCP or through separate environmental mitigation banks.
  - iv. The quantity and type of mitigation credits anticipated to be received from other agreements such as land purchases for future dedication or similar efforts.
  - v. The status of the sections of the Connector Expressway permitted via the mitigation credits.
- b. At least annually and at the request of the STA Executive Director, a representative from the entity shall provide a presentation on the status of the Capital Project funded under this contract during a regularly scheduled meeting of the STA Governing Board.

9. Audits.

- a. Annual audits of the STA will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.
- b. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board may reallocate any funds so withheld for other Measure A projects or programs.

10. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.

11. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

THE PARTIES PROMISE AND AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AS SET FORTH ABOVE.

**CAPITAL SOUTHEAST CONNECTOR  
AUTHORITY**

**SACRAMENTO TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
DEREK MINNEMA, Executive Director

\_\_\_\_\_  
Kevin Bewsey, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



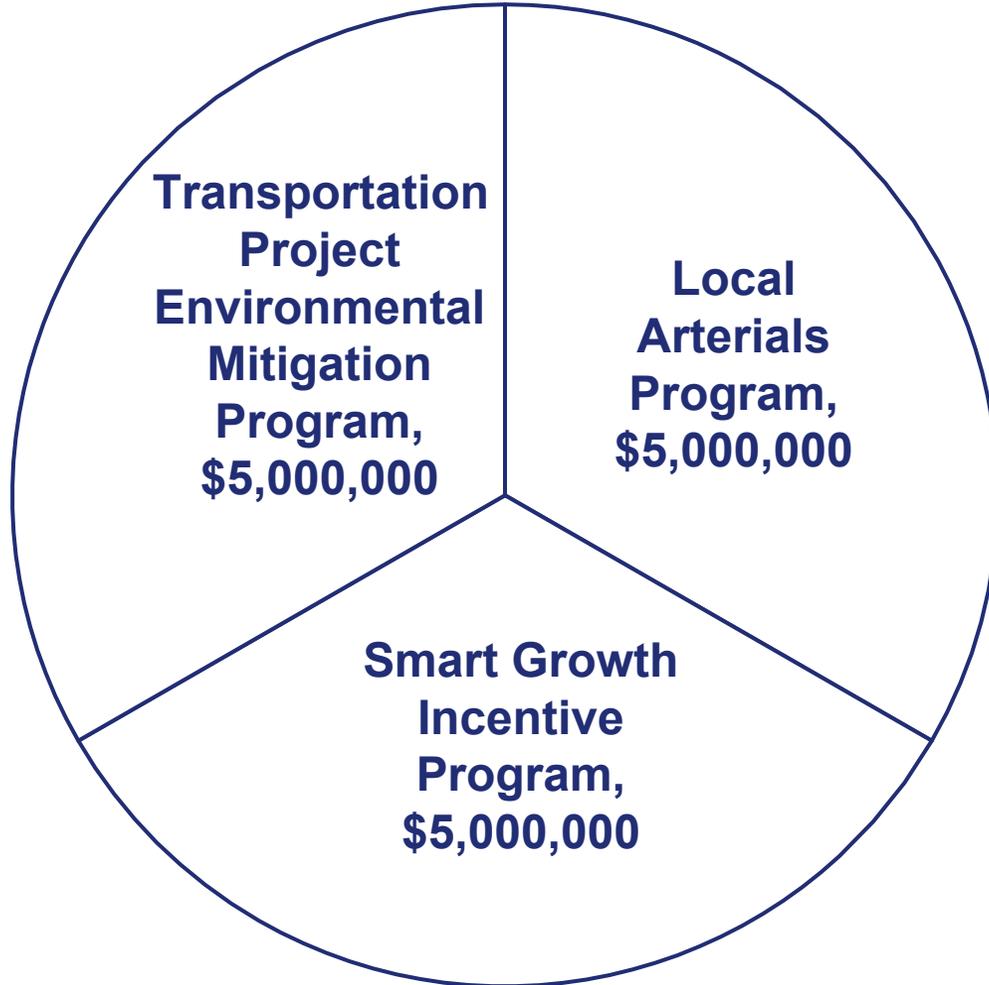
# Item #11, Consider A \$5 Million Dollar Contract For Environmental Mitigation With the Capital SouthEast Connector JPA

September 14, 2023

Kevin Bewsey, Executive Director

- The Measure A Transportation Expenditure Plan includes \$15 Million for environmental mitigation of the Capital SouthEast Connector Project.

## MEASURE A MITIGATION FUNDING



- 2019 Contract with STA
  - \$5 Million, Local Arterials Program
- 2021 Contract with STA
  - \$5 Million, Smart Growth Incentive Program
- \$5 Million Remaining

- This funding has been used to replace land uses impacted by the Capital SouthEast Connector Project.
- These land uses support a variety of animal and plant species and need to be replaced prior to construction.
- This type of mitigation can be a requirement of the federal or state environmental process or regularity permitting.
- The JPA estimates the total project could impact as much as 766 acres.

389 Acres, Total Amount of Environmental Mitigation Credits

- South Sacramento Habitat Conservation Plan (SSHCP)
- Other Mitigation Banks
- Planned Dedication for Environmental Mitigation Credits

73 Acres, Used for constructed projects

316 Acres, still available.

Capital SouthEast Connector Project, Construction in the next five years.

- Section A1 (Kammerer Rd, I-5 to Bruceville Rd)
- Section D2 (Grant Line Rd, Jackson Rd to White Rock Rd)
- Section D3B (White Rock Rd, Prairie City Rd to County)

111 Acres of Additional Environmental Mitigation Needed  
\$4.5 Million in Mitigation

## Fiscal Year (FY) 2023-24 Budget Amendment, Item #10

- Advanced \$5 Million from FY 2024-25 to FY 2023-24.

- Authorize the Executive Director to sign a \$5 Million Dollar contract for environmental mitigation with the Capital SouthEast Connector JPA.
- Funding would be used for environmental mitigation credits needed for Capital SouthEast Connector Project sections anticipated to go to construction in the next five years.
- Land acquisition and dedication to bank mitigation credits is feasible.



SEPTEMBER 14, 2023

AGENDA ITEM # 12

**RECEIVE INFORMATION AND CONSIDER AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A THREE-YEAR CAPITAL ALLOCATION AND EXPENDITURE CONTRACT WITH THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY**

Action Requested: Receive Information and Consider Approval  
Key Staff: Kevin M. Bewsey, Executive Director

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**Recommendation**

Staff recommends that the STA Governing Board receive information on Grant Line Road for the Capital SouthEast Connector Project (hereinafter referred to as “Connector Expressway”) and then consider following action:

1. Authorize the Executive Director to sign a three-year capital allocation and expenditure contract for Grant Line Road with the Capital SouthEast Connector Joint Powers Authority with a total contract amount of up to \$2,000,000 in substantially the form attached.

**Background**

As part of STA’s Annual Budget development, STA staff along with a subcommittee of the Professional Advisory Group (PAG) representing those agencies still receiving Measure A Capital funds coordinate on a Measure A Capital Improvement Program (CIP). This coordination begins in December with updated revenue estimates and then continues with a review of existing contract expenditures, and consideration for new CIP funding all over a 5-year programming period. Due to the limited nature of the CIP funds the prospect for leveraging additional federal, state, and local funding is a major consideration in determining projects for allocation. STA staff utilizes the principles for remaining CIP allocations and targeted allocations approved by the STA Governing Board (Board) in October of 2020 to guide these discussions. Once there is agreement on a 5-Year CIP, this work is then incorporated into STA’s Annual Budget.

In January 2023, the Capital SouthEast Connector JPA (JPA) Board identified the Grant Line Road Project, also known as Section D2A, as its top priority for funding through SACOG’s 2022-23 Regional Funding Program. The JPA staff also identified \$21.3 Million in local funding request from Sacramento County, City of Rancho Cordova, and STA

The County of Sacramento, City of Rancho Cordova, and JPA coordinated and developed a funding strategy to advance Grant Line Road between the Chrysanthy Blvd. intersection and the White Rock Road intersection as a shovel ready phased project compatible with the ultimate design. At a separate meeting in March of 2023 with staff from all these agencies and STA staff, the following proposal was made.

The County of Sacramento, City of Rancho Cordova, and JPA staff anticipated that the total funding to get a project shovel ready including final design and right-of-way is approximately \$10,000,000 with \$6,000,000 of capital allocation from Measure A and the other \$4,000,000 coming from the County of Sacramento and City of Rancho Cordova less any grant funds or additional capital allocation that could be provided. Grant funds would be pursued for the construction phase. Coordination with SACOG would be needed to ensure the phased project is consistent with the MTP/SCS and is competitive for federal and state grant funds with the project ultimately improving safety, mobility, pavement condition and intersection operations.

With adoption of STA's Fiscal Year (FY) 2023-24 Annual Budget in June the JPA was budgeted for \$6 million in Measure A capital funding contracts beginning in FY 2023-24 for Grant Line Road.

Subsequent to the adoption of the annual budget at the June 16<sup>th</sup> Board meeting the California Transportation Commission (CTC) awarded \$3 million in funds through the Senate Bill 1 (SB 1) Trade Corridor Enhancement Program (TCEP) for the JPA's Grant Line Road Safety Freight Mobility Project - final design.

STA staff coordinated with JPA staff on the funding needed to support the Final Design contract coming from a Request for Proposals (RFP) for Final Design of Grant Line Road from Chrysanthy Blvd to White Rock Rd issued June 1, 2023. The total amount of funding anticipated to be needed for the final design contract would be \$4.465 million with \$2.495 Million from the SB 1 TCEP grant and \$1.969,500 from Measure A. This assumes JPA staff provides project management up to 15% of the final design contract amount. Additional funding would still be needed for the right-of-way acquisition phase. However, this funding won't be needed until after significant progress is made on the final design and Sacramento County, City of Rancho Cordova, and JPA agree upon phasing.

Award of the Final Design contract is anticipated to occur at the JPA Board meeting on September 29<sup>th</sup>.

## **Discussion**

Staff is recommending moving forward with up to a \$2,000,000 contract for the JPA's Grant Line Road project. Since it is unclear the exact scope of the project that will be developed and there is funding being provided by Sacramento County and City of Rancho Cordova, Staff believes a more incremental approach would make sense. The funding being proposed for the Final Design contract would allow the project to continue to be developed along with a phasing strategy. As such, staff recommends that the Board receive information on the JPA's Grant Line Road project and then consider following action:

1. Authorize the Executive Director to sign a three-year capital allocation and expenditure contract for Grant Line Road with the Capital SouthEast Connector Joint Powers Authority using transportation project environmental mitigation program funding with a total contract amount of up to \$2,000,000 in substantially the form attached.

The attached Contract provides the JPA with up to \$2 million in funding from Measure A Capital for Grant Line Road with an expiration of June 30, 2026. STA will confirm that all of the parties involved are in agreement with what is proposed in the final design contract and the amount of funds needed from Measure A capital align with the final contract before the Executive Director signs a three-year capital allocation and expenditure contract for Grant Line Road. This funding will allow Sacramento County, City of Rancho Cordova, and JPA to coordinate final design and then develop and agree upon a phasing strategy before beginning moving forward into the next phase of the project.

### **Alternative Actions**

Alternatively, the Board could decide to move this item to the October 12<sup>th</sup> Board meeting. If the Board chose this alternative action, it would allow the JPA to complete it's contract negotiations and agency coordination. However, the JPA Board may not be comfortable awarding a Final Design contract without having all the funds secured. This could delay the contract award to the next JPA Board meeting on December 8<sup>th</sup>. This would create a nearly 3-month delay of the contract work. Staff does not support this action, as delegating to staff as proposed in the recommended action would be more efficient.

As a second Alternative, the Board could decide to increase the contract amount to \$6 million in funding from Measure A Capital for Grant Line Road. If the Board chose this alternative action, it would provide the JPA with \$9 million in funding from both Measure A and SB 1 TCEP grants. Staff does not support this approach, as it believes a more iterative, consensus building approach with all parties would be more efficient and fruitful for all involved.

### **Fiscal Impact**

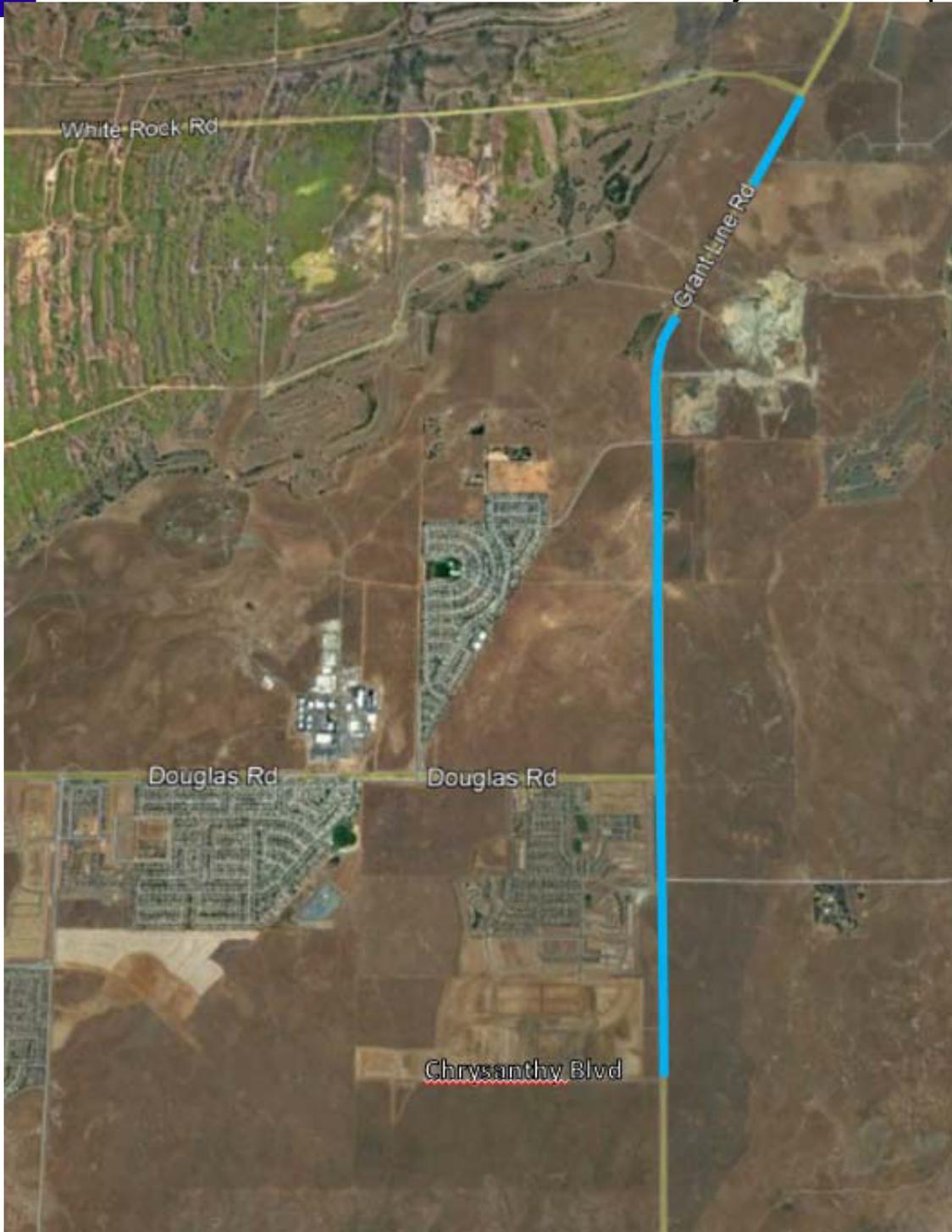
There is no fiscal impact for the \$2,000,000 in funding for the JPA. The approved STA's Annual Budget included \$4,000,000 in funding in FY 2023-24 and \$2,000,000 in funding in FY 2024-25 for the Grant Line Road Project. It is important to note that this \$6,000,000 in budgeted funding represents the projected remaining funding available to the JPA until 2030 based on the adopted principles for remaining CIP allocations and targeted allocations approved by the Board in October of 2020. This essentially equates to 50% of their target CIP allocation through 2039.

#### *Attachments:*

1. Project Location Map
2. Capital Allocation And Expenditure Contract For Capital Southeast Connector Authority Measure A Transportation Capital Project for the Grant Line Road Project



**Attachment 1: Project Location Map**



## **CONTRACT STA-23-00#-CAE**

### **Capital Allocation and Expenditure Contract For Capital SouthEast Connector Authority Measure A Transportation Capital Project for the Grant Line Road Project**

This Contract is made as of October 1, 2023 by and between the Sacramento Transportation Authority, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the Capital SouthEast Connector Authority, hereinafter called "Entity."

#### **RECITALS**

**WHEREAS**, in 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("Measure A Ordinance"); and

**WHEREAS**, the Measure A Ordinance includes the "Sacramento County Transportation Expenditure Plan 2009–2039" ("Expenditure Plan"); and

**WHEREAS**, the Expenditure Plan includes the following capital improvement project: I5/SR99/SR50 Connector as part of the Local Arterial Program; and

**WHEREAS, the I5/SR99/SR50 Connector Project includes work along the following segment:** Grant Line Road between the Chrysanthy Blvd. Intersection and the White Rock Road Intersection ("Capital Project"); and

**WHEREAS**, the STA Governing Board approved the Adoption Of Principles For Remaining Capital Improvement Program (CIP) Allocations And Approval Of A Consensus Allocation Plan on October 14, 2020 which included an allocation to the Entity; and

**WHEREAS**, it is desired that a portion of Entity's funding from the Consensus Allocation Plan be identified in this separate Contract for accountability and tracking purposes; and

**WHEREAS**, the AUTHORITY and ENTITY are parties to a prior and separate Capital Allocation and Expenditure Contract for the Capital SouthEast Connector Project for \$4 million dated April 27, 2021 ("2021 Capital Contract"); and

**WHEREAS**, the AUTHORITY and ENTITY are parties to a prior and separate Allocation and Expenditure Contract for Environmental Mitigation related to the construction of the Connector Expressway for \$5 million dollars funded from the Smart Growth Incentive Program dated June 18, 2021 ("2021 Mitigation Contract"); and

**WHEREAS**, the AUTHORITY authorized a prior and separate three-year, \$700,000 Capital Allocation and Expenditure Contract for the Capital SouthEast Connector Project with the

ENTITY at the August STA Governing Board Meeting on August 10, 2023 ("2023 Capital Contract");

**NOW, THEREFORE** in consideration of the conditions herein contained, Authority and Entity do hereby agree to enter into "parallel" Contracts.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to:
  - a. Provide for the disbursements of sales tax revenue and/or transportation mitigation fee revenue on a reimbursement basis by the Authority to Entity for the Capital Project described in Section 2.
  - b. Set forth the Entity's obligations with respect to the receipt and expenditure thereof.
2. Description of Capital Project. The Capital Project funded by this Contract is:
  - a. Design, engineering, right-of-way acquisition, and construction of a multimodal transportation corridor along Grant Line Road between the Chrysanthy Blvd. Intersection and the White Rock Road Intersection as a shovel ready phased project compatible with the ultimate design to address safety, pedestrian and bicycle mobility, pavement condition and intersection operations. Including coordination with SACOG to ensure the phased project is consistent with the MTP/SCS and is competitive for federal and state grant funds.
3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:
  - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
  - b. "Board" means the Governing Board of the Sacramento Transportation Authority.
  - c. "Capital Improvement Program Reimbursement Request Support Policy" means the Authority policy that covers support requirements for reimbursement requests, issued in June 2023.
  - d. "Definitions of Eligible Expenditures" means the Definitions of Eligible Expenditures as approved by the Authority Governing Board in August 2021.
  - e. "Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01 and the Transportation Expenditure Plan which was updated for the Decennial Review by the Authority Governing Board in April 2021.

4. Amount of Allocation and Period of Expenditure. The Board has allocated to Entity the maximum sum of **\$2,000,000** for the reimbursement of expenditures on the Capital Project during Fiscal Years 2024, 2025, and 2026. Expenses incurred prior to June 30, 2026, will be eligible for reimbursement. The final invoice shall be submitted within 60 days of June 30, 2026.
5. Compliance. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, the Definitions of Eligible Expenditures, Capital Improvement Program Reimbursement Request Support Policy, and all other applicable contractual and legal requirements.
6. Tax Compliance. The Authority specifically advises the Entity that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. To ensure such compliance, the Entity hereby agrees to abide by the additional requirements as set forth in Section 7(d) below.
7. Entity Certifications.
  - a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract and the maintenance of effort requirements set forth in the Ordinance:
    - i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.
  - b. State and Federal Funding. Entity certifies that it will continue to seek maximum funding for transportation improvements through State and Federal grant programs and to not supplant these grant funds.
  - c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Project provides for routine accommodation of bicycles and pedestrians.
  - d. Tax Certifications. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify authority in the event of any change to such

expectations and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.

8. Disbursement of Revenues.

- a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis.
- b. Claims for payment shall be submitted no more often than monthly.
- c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.
- d. All claims shall be reviewed and approved by the Authority prior to reimbursement.

9. Reporting.

- a. Entity shall submit Capital Project Status reports in approved STA format quarterly. For a Capital Project with multiple phases or segments, a separate Capital Projects Status report for each phase or segment shall be required if the phase or segment has a separate environmental document, final design PS&E, or construction contract. At the discretion of the STA Executive Director, consolidation of these reports may be allowed. Information in the Capital Project Status report shall include:
  - i. Total anticipated project cost
  - ii. Amount funded to date
  - iii. Expenditures by quarter
  - iv. Project status
- b. Capital Project Status reports will be due to the Authority thirty (30) days after the end of each calendar quarter.
- c. Entity shall submit a Capital Project Status report with each reimbursement request submitted to STA. Information in the Capital Project Status report shall also include the Capital Project work performed during the reimbursement period.
- d. At least annually and at the request of the STA Executive Director, a representative from the entity shall provide a presentation on the status of the Capital Project funded under this contract during a regularly scheduled meeting of the STA Governing Board.

10. Audits.

- a. STA staff will review progress payment claims on a selected basis.

- b. Annual audits of the STA will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.
  - c. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments until noncompliance by Entity is satisfactorily corrected or the funds have been repaid.
11. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff relating to administration of this Contract.
12. Signs. Entity shall clearly identify that the project is funded with Measure A funds including on the entity's website or other material provided to the public. When a Capital Project is completed and open for public use, Entity shall post reflective signage stating, "MEASURE A, YOUR TRANSPORTATION DOLLARS AT WORK". Public Information Signage shall be in substantial compliance with this signage depicted in Attachment A as determined by the Authority.
13. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

**CAPITAL SOUTHEAST CONNECTOR  
AUTHORITY**

**SACRAMENTO TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Kevin Bewsey, Executive Director

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **PUBLIC INFORMATIONAL SIGNAGE**

### **CAPITAL PROJECT SIGNAGE**

The minimum project sign size shall be as follows:

- Caltrans Freeways & Expressways: 132" x 78" (11 ft x 6.5 ft)
- Caltrans Conventional Highways: 96" x 60" (8 ft x 5 ft)
- All other locations: 48" x 30" (4 ft x 2.5 ft)

Public Information Signage shall be in substantial compliance with figure 1:

### **TRANSIT FLEET VEHICLE**

The minimum transit fleet vehicle decal size shall be 48" (4 ft) long.

Public Information Signage shall be in substantial compliance with figure 1:

### **OPERATING PROGRAM**

The minimum project sign size shall be 48" x 30" (4 ft x 2.5 ft).

Public Information Signage shall be in substantial compliance with figure 1:

**FIGURE 1**



**Figure 1 Notes**

Font is Arial Black

Figure 1 Color Palette

Black Font Color

Color Hex Code: #181717

Color RGB: R24 G23 B23

White Font Color

Color Hex Code: #FFFFFFE

Color RGB: R255 G255 B254

Gold Background

Color Hex Code: # F9B928

Color RGB: R249 G185 B40

Green Background

Color Hex Code: # 7BB13B

Color RGB: R123 G177 B59



Item #12, Consider A Contract For Grant Line Road With the Capital SouthEast Connector JPA for up to \$2 Million Dollars.

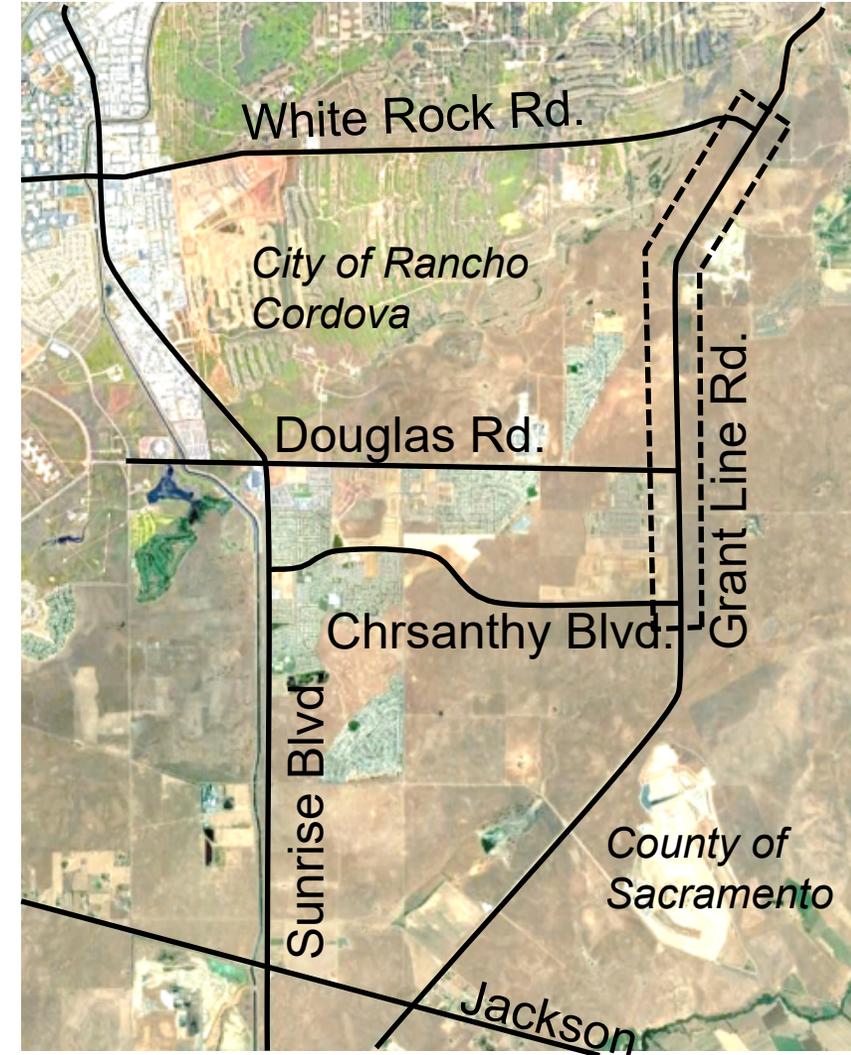
September 14, 2023

Kevin Bewsey, Executive Director

- The Capital SouthEast Connector JPA (“JPA”) has been pursuing grant funds for Grant Line Road for the past few years.
- In March, staff from the JPA, County of Sacramento, and City of Rancho Cordova proposed advancing a section of Grant Line Road through Final Design and Right-Of-Way to better compete for construction grant funds.

## Existing Conditions:

- Poor Pavement Condition
- Lack of Pedestrian and Bicycle Facility/Shoulder
- Safety Concerns
- High Truck Use

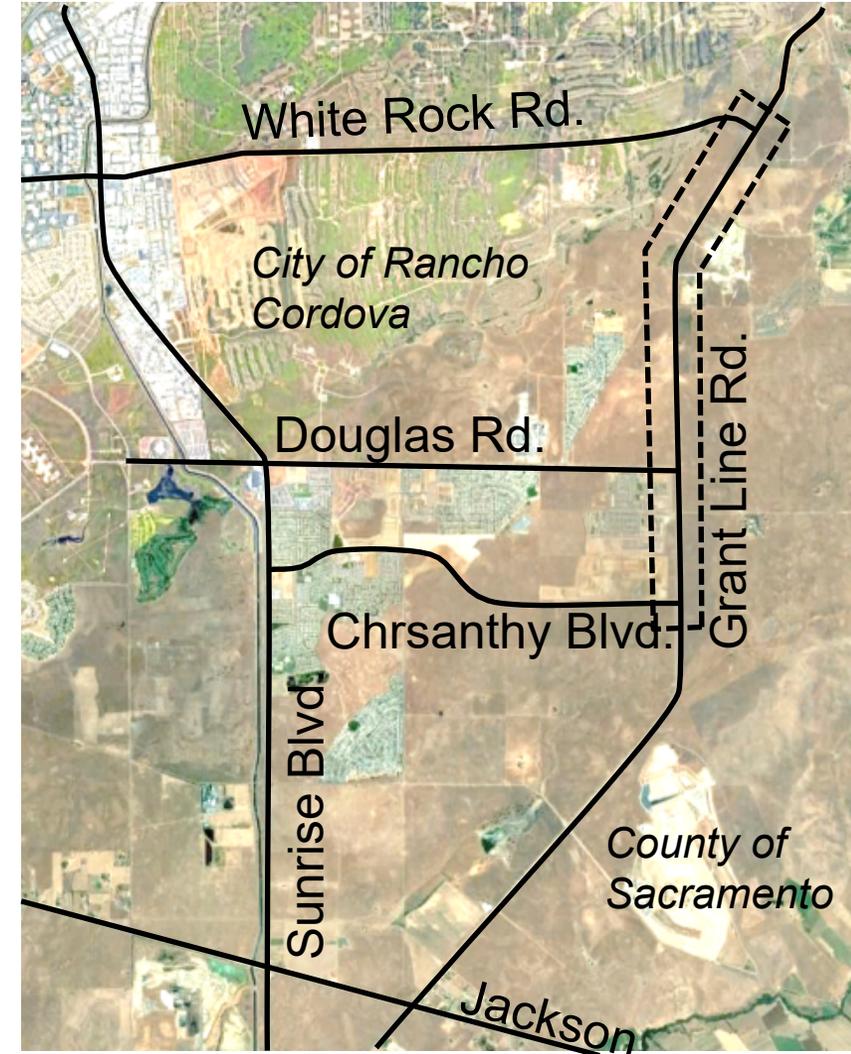


## Environmental Status:

- CEQA, completed in 2017
- NEPA, completed in 2019

## Design Status

- 15% Design, 2017
- Project Report, 2018

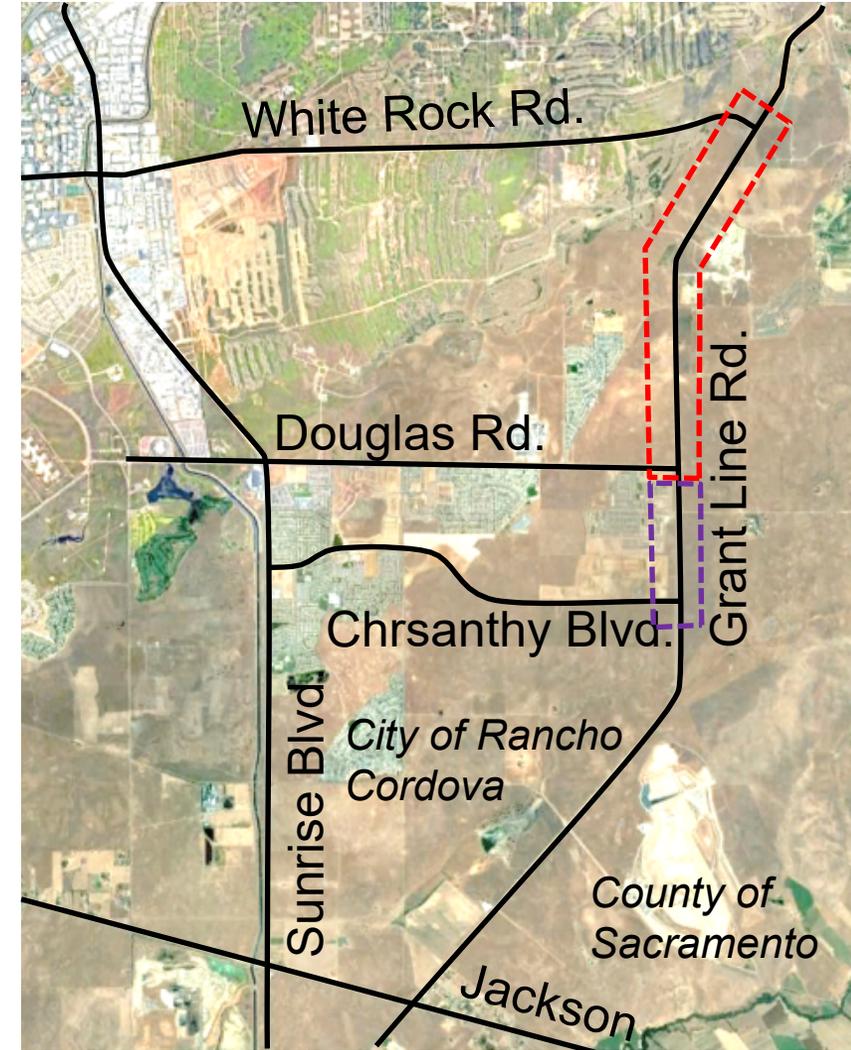


- An Estimated \$10 Million is needed to get this projects shovel ready.
- STA could only provide \$6 Million from Measure A.
- Additional funding would be needed.
- The JPA was waiting on the results of several grant applications previously submitted.

- STA budgeted \$6 Million from Measure A in Fiscal Years 2023-24 and 2024-25.
- Budget also included the following:
  - Project would be consistent with the MTP/SCS.
  - SACOG Coordination would be needed.
  - Phased project compatible with the ultimate design.
- Additional funding still needed

# SB 1 TCEP Award

- JPA was awarded \$3 Million from the SB 1 Trade Corridor Enhancement Program (TCEP) for Final Design
- TCEP Funding is for only this section: 
- The remaining section is not eligible for TCEP funds: 



- JPA Issued an RFP for Final Design
  - JPA contract award anticipated on September 29<sup>th</sup>
  - JPA contract amount is \$4,000,000
- Local Funding is needed for the following:
  - 30% local match for Grant
  - 100% local funding for section not included in Grant
  - Approximately \$2,000,000 in local funding is needed

- Authorize the Executive Director to sign a contract for the JPA's Grant Line Road project for up to \$2 Million Dollars.
- This allows the project development work to start.
  - Staff would still need to do the following:
    - Confirm that the JPA, County, and City of Rancho Cordova are in agreement with the final design contract.
    - Confirm the amount of Measure A funding needed.

Move this Item to October or November.

## Pros:

- Would allow the JPA to allocate TCEP Grant Funds.
- Would allow the JPA more time to complete negotiations on the final design contract and any needed agency coordination.

## Cons:

- This could delay the JPA's final design contract award till December.

Increase contract amount to \$6 million.

Pros:

- JPA would have \$9 Million when including \$3 Million in TCEP grant funds

Cons:

- Unclear what the additional Measure A funds would be used for without the additional project development work.

- Authorize the Executive Director to sign a contract for the JPA's Grant Line Road project for up to \$2 Million Dollars.
- This allows the project development work to start.
  - Staff would still need to do the following:
    - Confirm that the JPA, County, and City of Rancho Cordova are in agreement with the final design contract.
    - Confirm the amount of Measure A funding needed.



SEPTEMBER 14, 2023

AGENDA ITEM # 13

**RECEIVE PRESENTATION ON A SURVEY OF LIKELY SACRAMENTO COUNTY VOTERS FOR THE NOVEMBER 2024 ELECTION**

Action Requested: Receive and File  
Presenter(s): Barry Barnes, Team CivX  
Sara LaBatt, EMC Research  
Key Staff: Kevin Bewsey, Executive Director

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**Background Information**

After the defeat of the Citizens' Initiative in 2022, several parties were interested in gauging public support for a potential measure to address local transportation funding needs in 2024. Many of these interested parties decided to fund a survey effort to better understand the public's interest. This effort was led by Barry Barnes, Team CivX along with Sara LaBatt, EMC Research. The interested parties included the Greater Sacramento Economic Council (GSEC), Sacramento Area Council of Governments (SACOG), & Sacramento Regional Transit District (SacRT). Supervisor Kennedy provided collective leadership among these parties.

EMC Research based on feedback from these interested parties developed a survey which was conducted during August 6<sup>th</sup> – 13<sup>th</sup>, which engaged approximately 800 residents in Sacramento County.

During the August 10<sup>th</sup>, 2023 STA Governing Board Meeting, Director Patrick Kennedy asked the STA Chair to add an workshop item to the September 14<sup>th</sup>, 2023 agenda which would provide the results of this survey.

**Discussion**

The results of the survey have been compiled and analyzed, and, while a majority of voters initially support a proposed transportation sales tax measure support falls short of the two-thirds vote necessary to secure passage of such a measure.

Barry Barnes, Team CivX and Sara LaBatt, EMC Research which led this independent effort will be presenting to the Board their methodology, key findings, and analysis of the survey. Upon completion of the presentation, they will also address any questions by Board Members.

**Attachments:**

1. *Presentations on a Survey of Likely November 2024 Voters in Sacramento County*
2. *Survey of Likely November 2024 Voters in Sacramento County*



# Survey of Likely November 2024 Voters

Sacramento County

Presented to

Sacramento Transportation Authority

Governing Board



September 14, 2023

- ▶ Survey of likely November 2024 voters in Sacramento County, California
- ▶ Mixed-mode telephone and email- and text-to-web methodology
  - Phone interviews were conducted by trained, professional interviewers; landlines and mobile phones included
  - Email and text invitations were sent with link to web survey
  - The survey was available in English and Spanish
- ▶ Survey conducted August 6-13, 2023
- ▶ 800 interviews; overall margin of error  $\pm 3.46$  percentage points
- ▶ Where possible, results are compared with prior polls conducted of Sacramento County voters

Please note that due to rounding, some percentages may not add up to exactly 100%.

# Key Findings

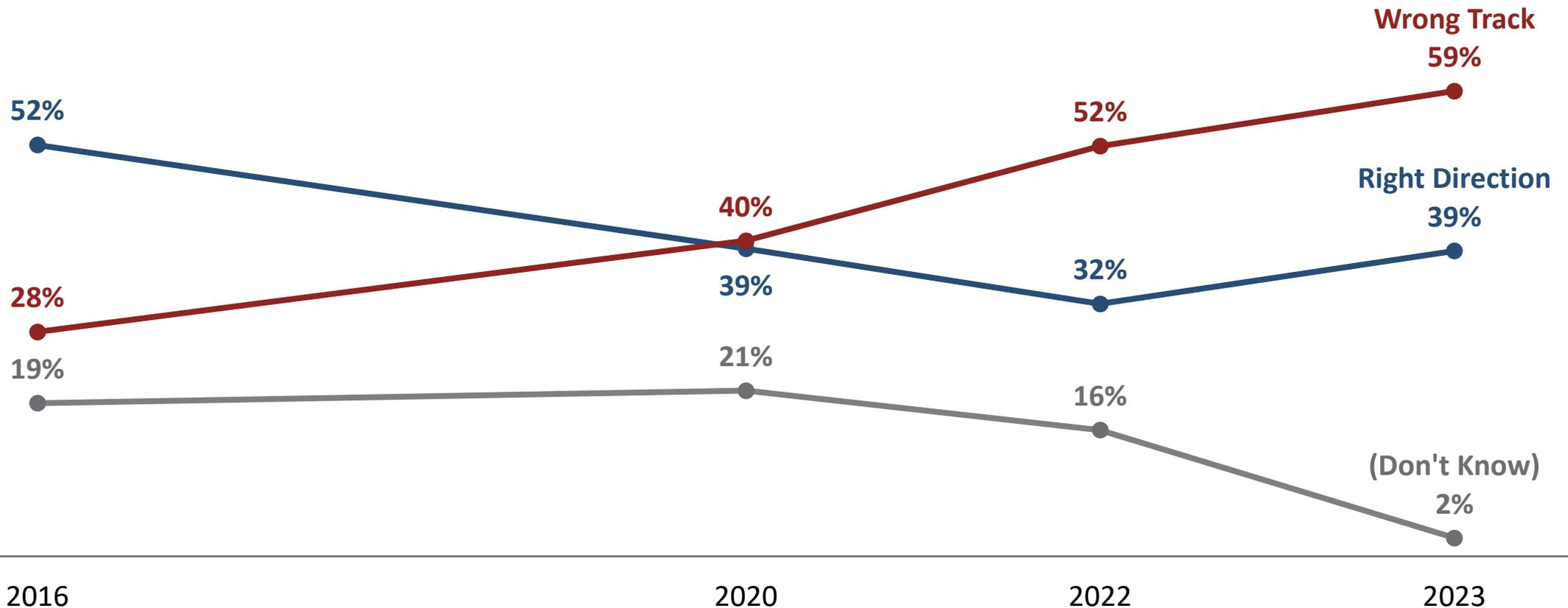
- ▶ Voters are largely pessimistic about the direction of the county and a majority cite homelessness as a top of mind most important problem
- ▶ While transportation and transit do not come up often as top of mind issues, three in four say the network has a need for additional funding. However, the share saying so has dropped since 2016, as has willingness to raise taxes to fund safe, high-quality roads and transit. Meanwhile, tax sensitivity has increased.
- ▶ Initial support for a measure is well below the two-thirds threshold, sitting just above a majority. While voters are widely supportive of the potential funding elements and appreciate additional information about what the measure would do, support stays stagnant.
- ▶ Opposition messages, especially those that attack the tax for being too much, not having an end date, and having already failed, are very convincing to voters and drive support down.



**Issue Environment**

# Right Direction/Wrong Track

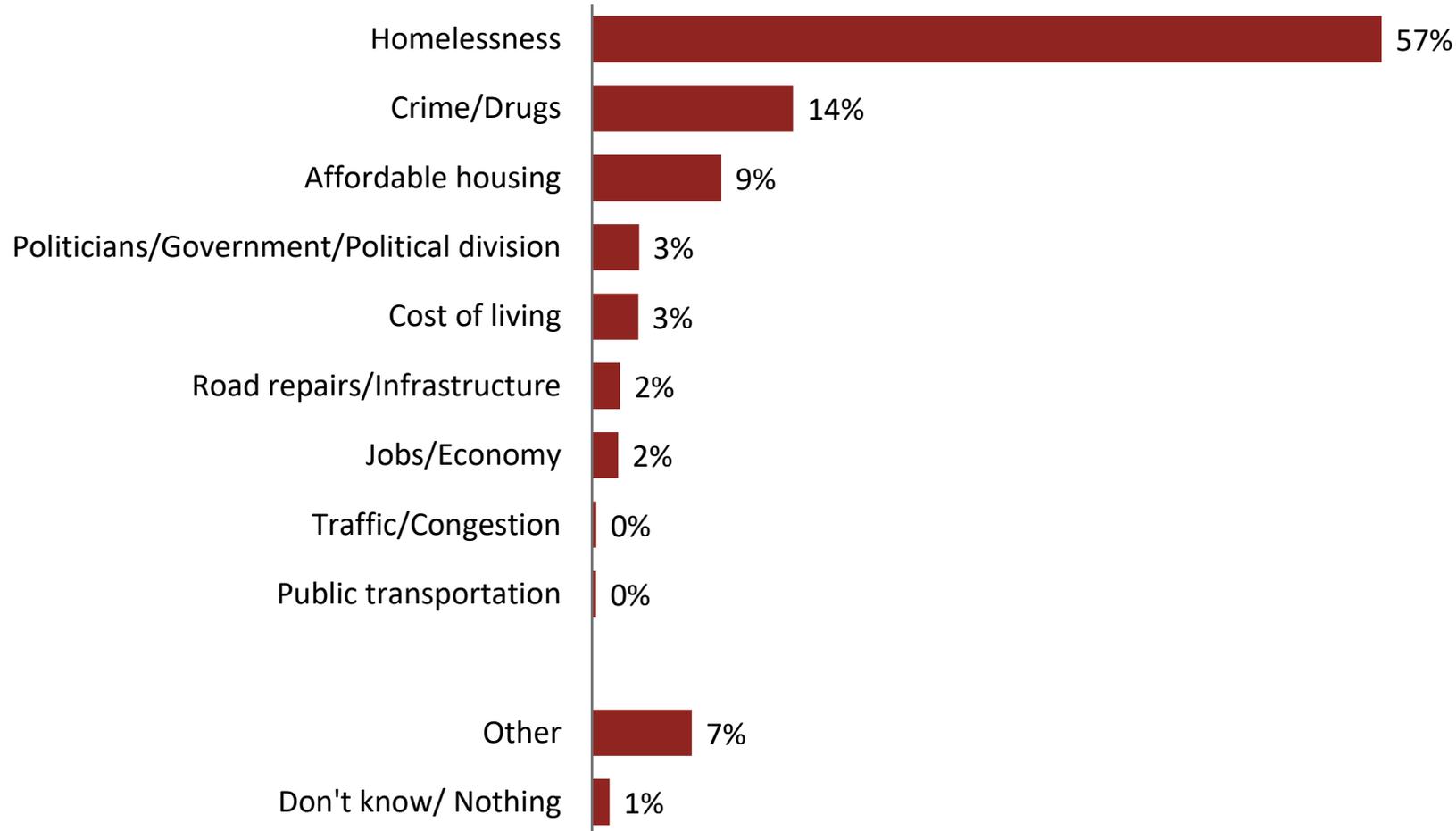
*Voters are largely pessimistic about the direction of the county, and have trended more negative over time.*



Q3. Do you feel that things in Sacramento County are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?

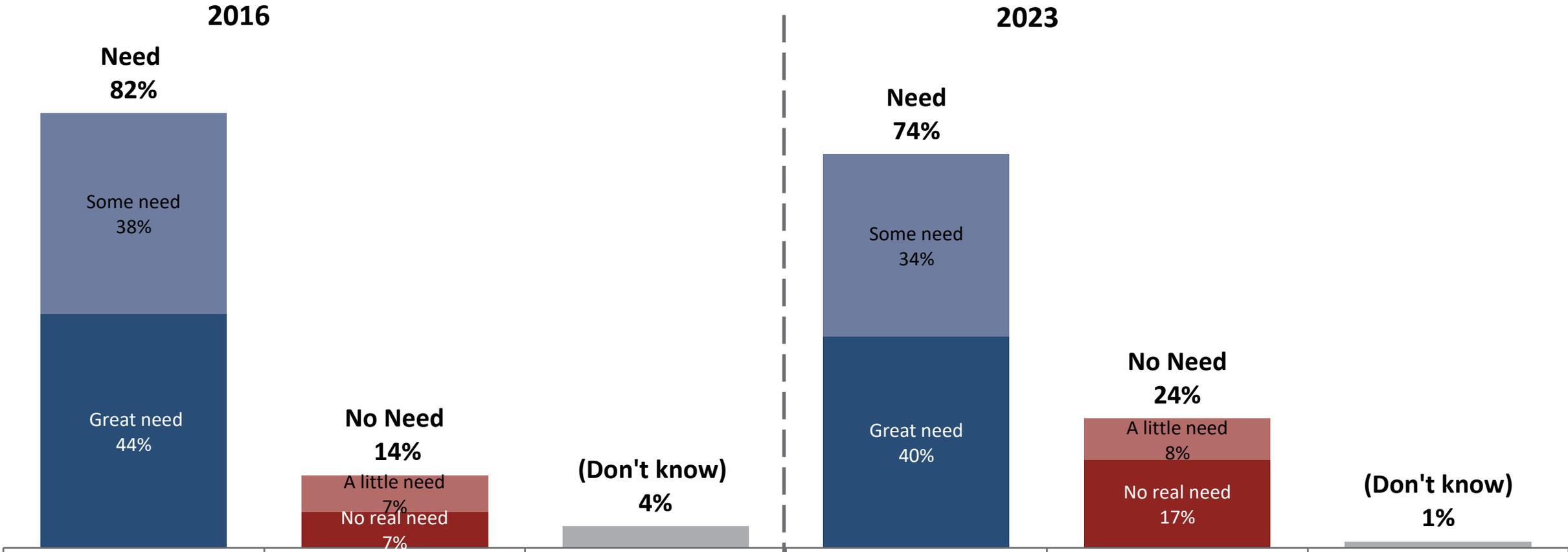
# Most Important Problem

*Over half of voters cite homelessness as the most important problem facing the county, up significantly compared to prior polling. Very few cite roads/infrastructure, traffic, or transportation.*



# Additional Funding for Transportation Network

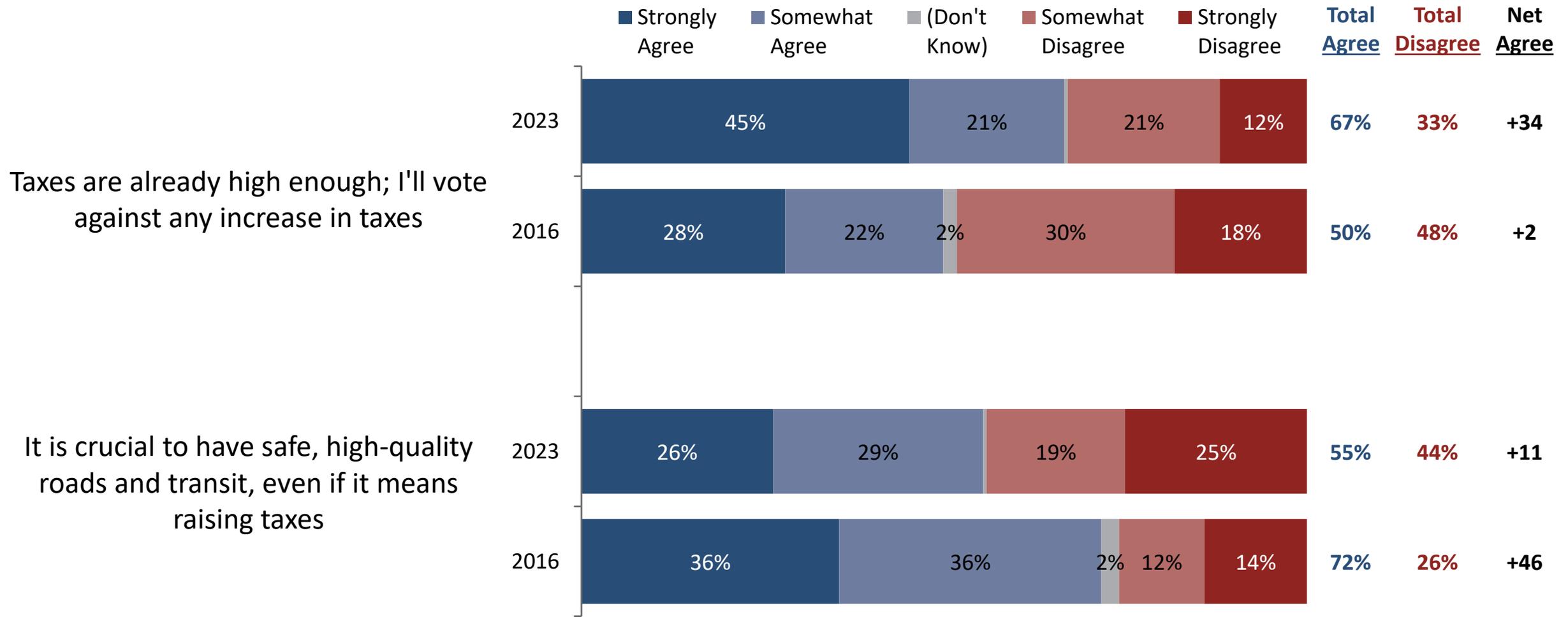
*While nearly three in four see a need for additional funding, that number has dropped some since 2016, both in total and in intensity.*



Q5. Thinking about the roads, highways, public transit, bike paths, and sidewalks in Sacramento County, that is, the entire transportation network, would you say that there is a great need for additional funding, some need, a little need, or no real need for additional funding?

# Tax Attitudes

*Compared to 2016, voters are more tax-sensitive and less willing to raise taxes for safe, high-quality roads and transit.*



Q30/31. Please tell me whether you strongly agree, somewhat agree, somewhat disagree, or strongly disagree with each of the following statements.

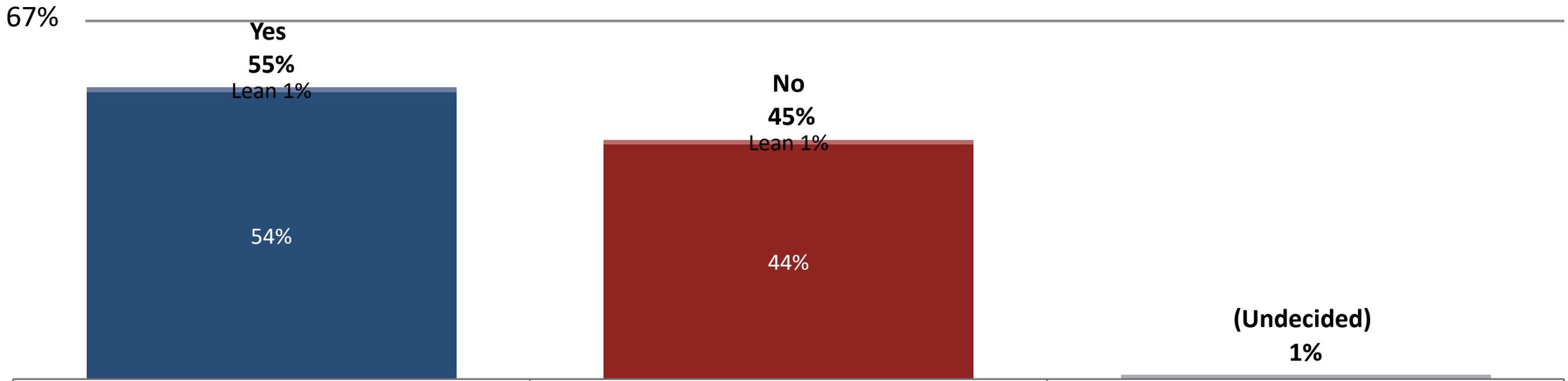


**Sales Tax Support**

# Initial Measure Vote

*Initial support is just above a majority, and well shy of two-thirds.*

*Sacramento County Transportation Improvement Plan. To fix potholes; repave streets; relieve traffic; repair bridges/ overpasses; improve bicycle/ pedestrian safety including safe routes to schools; keep senior/ disabled/ veteran/ student transit fares affordable; expand public transit and other alternatives to driving; encourage housing near transit; improve air quality; and create jobs; shall the ordinance enacting a countywide one half cent sales tax, raising approximately \$212,512,500 annually, until ended by voters, with independent oversight and audits, be adopted?*



Q6. I am going to read a measure that may appear on the ballot in Sacramento County next year...If the election were held today, would you vote yes to approve or no to reject this measure?

# Vote Tracking – Ballot Language

## 2022 Poll

*To significantly reduce traffic congestion, improve emergency response times; fix potholes, repair damaged streets; provide safe routes to school; expand affordable senior and disabled transit services; improve air quality; and create good paying jobs shall the ordinance enacting a one-half cent sales for 40 years raising approximately 130 million dollars annually be adopted, with a 1 percent limit on administrative spending, required annual independent audits, and oversight by a citizens committee to guarantee funds are used as promised?*

## Nov. 2022 Measure A

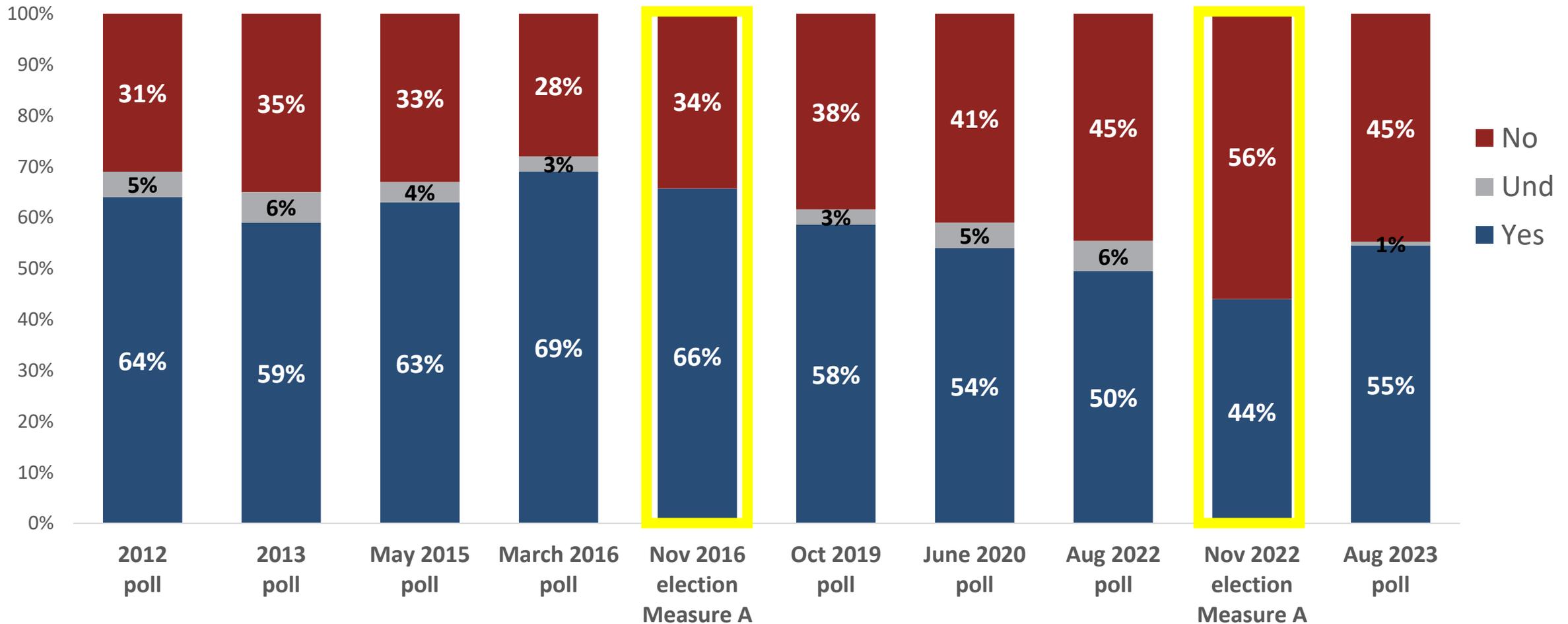
*To fix potholes and repair damaged streets; provide safe routes to school; expand affordable senior and disabled transit services; eliminate bottlenecks and improve emergency response times; reduce traffic congestion; and improve air quality; Shall the measure approving the Sacramento County Transportation, Maintenance, Safety and Congestion Relief Act of 2022 - Retail Transactions and Use Tax Initiative, including a 40-year 0.5% sales tax raising an estimated \$212,512,500 annually for transportation and transit projects, be adopted?*

## August 2023 Poll

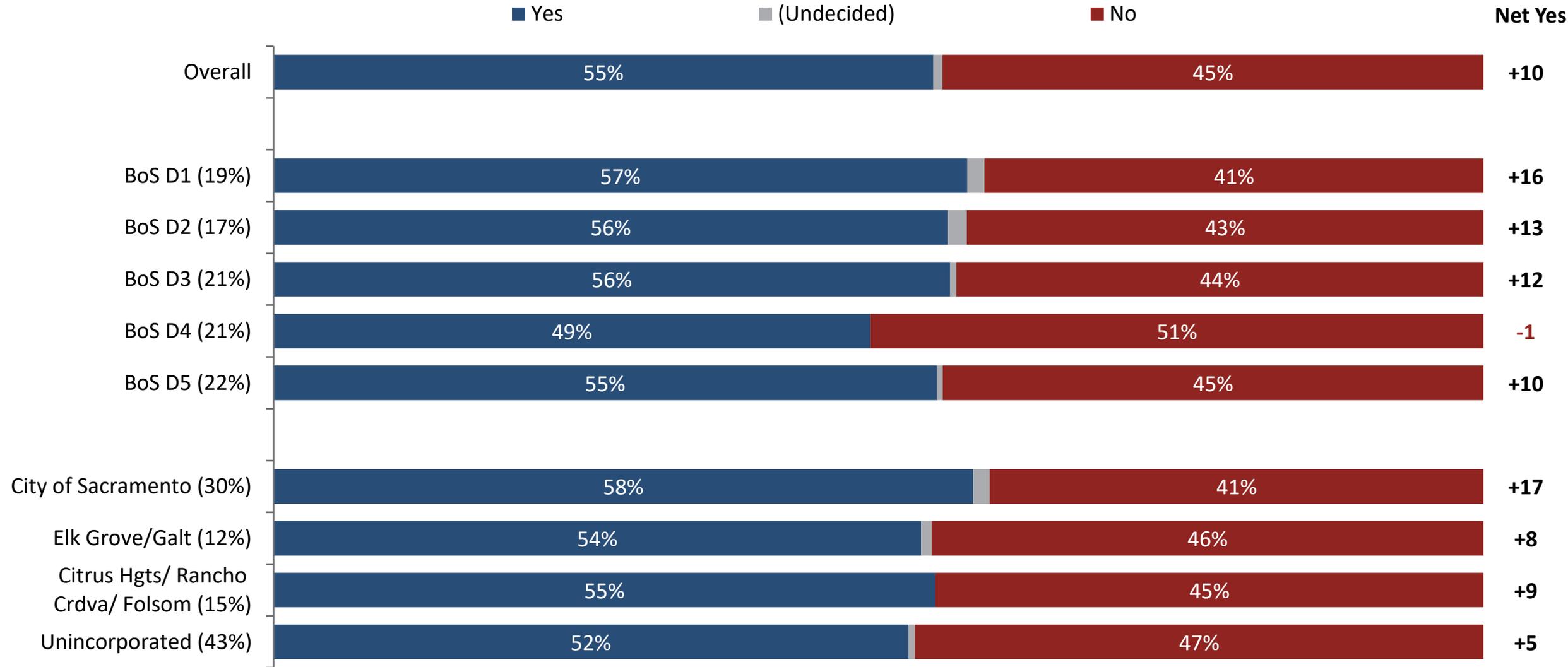
*Sacramento County Transportation Improvement Plan. To fix potholes; repave streets; relieve traffic; repair bridges/ overpasses; improve bicycle/ pedestrian safety including safe routes to schools; keep senior/ disabled/ veteran/ student transit fares affordable; expand public transit and other alternatives to driving; encourage housing near transit; improve air quality; and create jobs; shall the ordinance enacting a countywide one half cent sales tax, raising approximately \$212,512,500 annually, until ended by voters, with independent oversight and audits, be adopted?*

# Poll & Election History

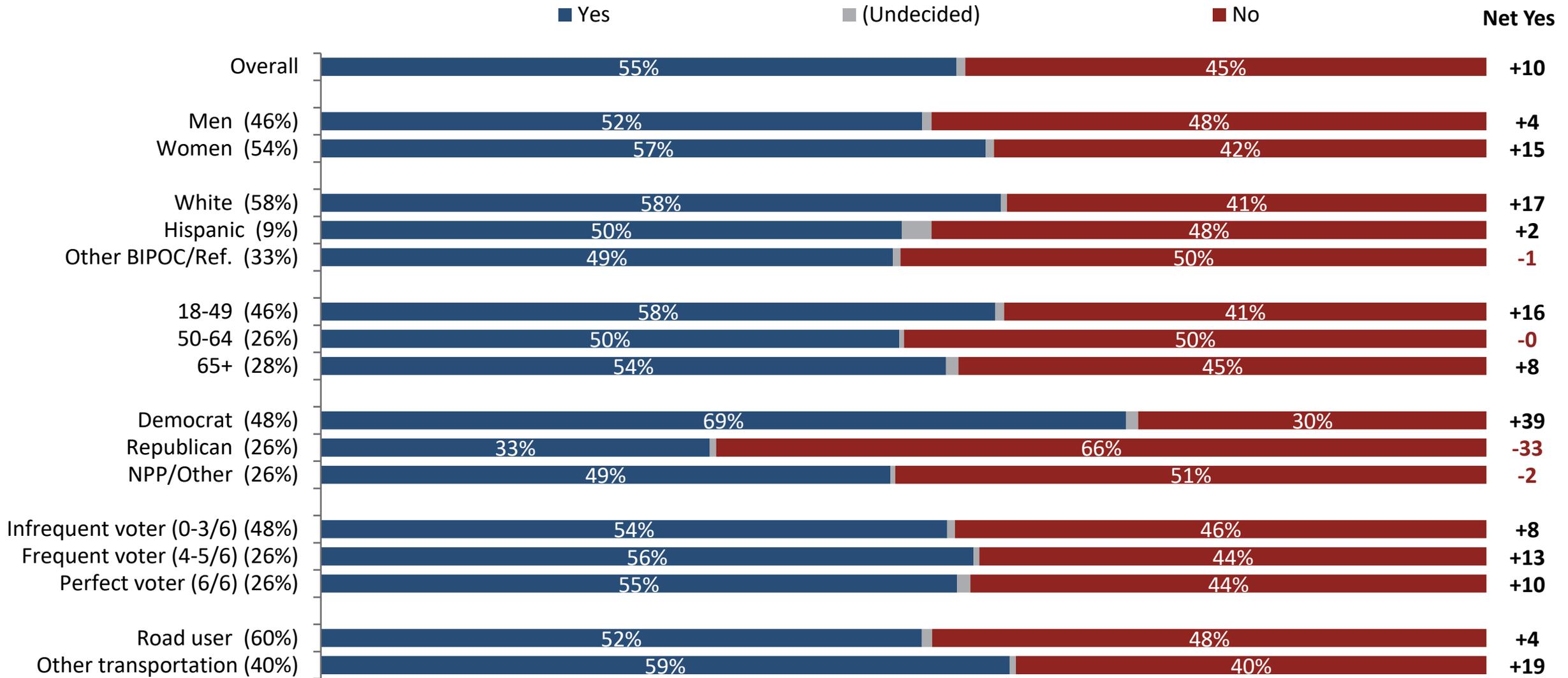
## Sacramento County Transportation Sales Tax Measure Support



# Initial Vote by Geography

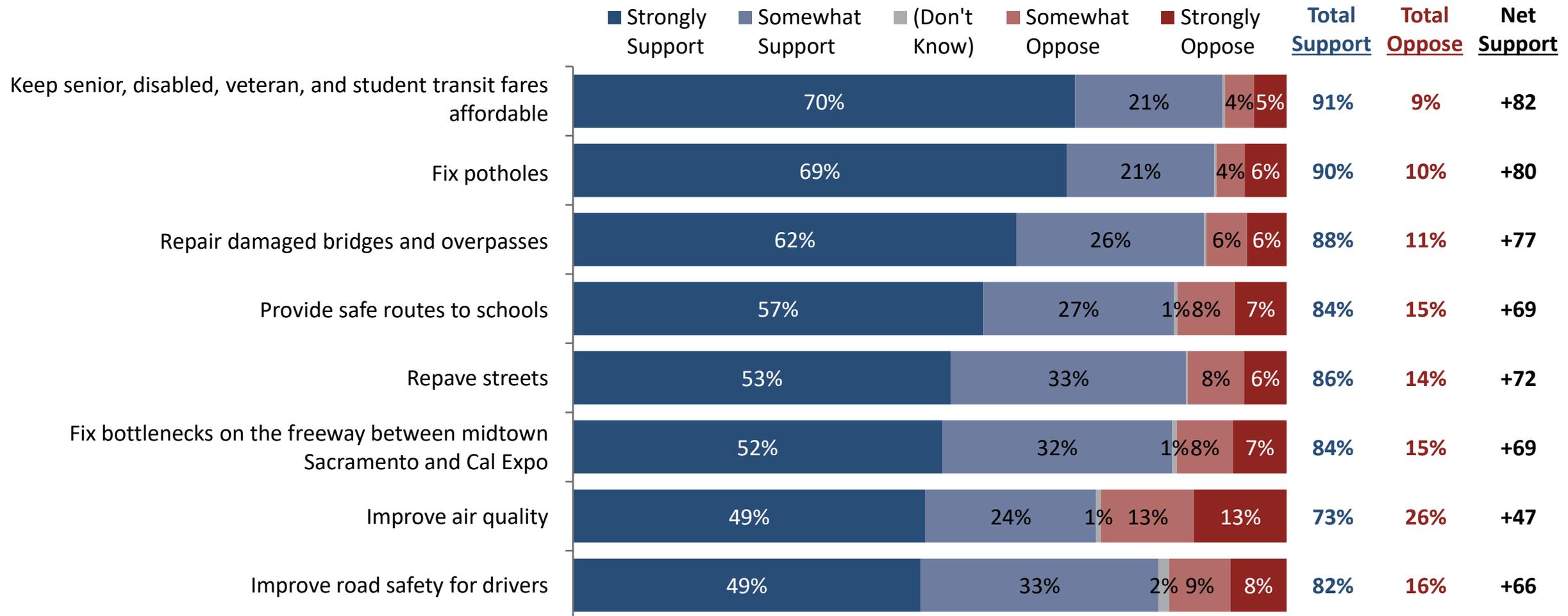


# Initial Vote by Subgroup



# Potential Funding Elements

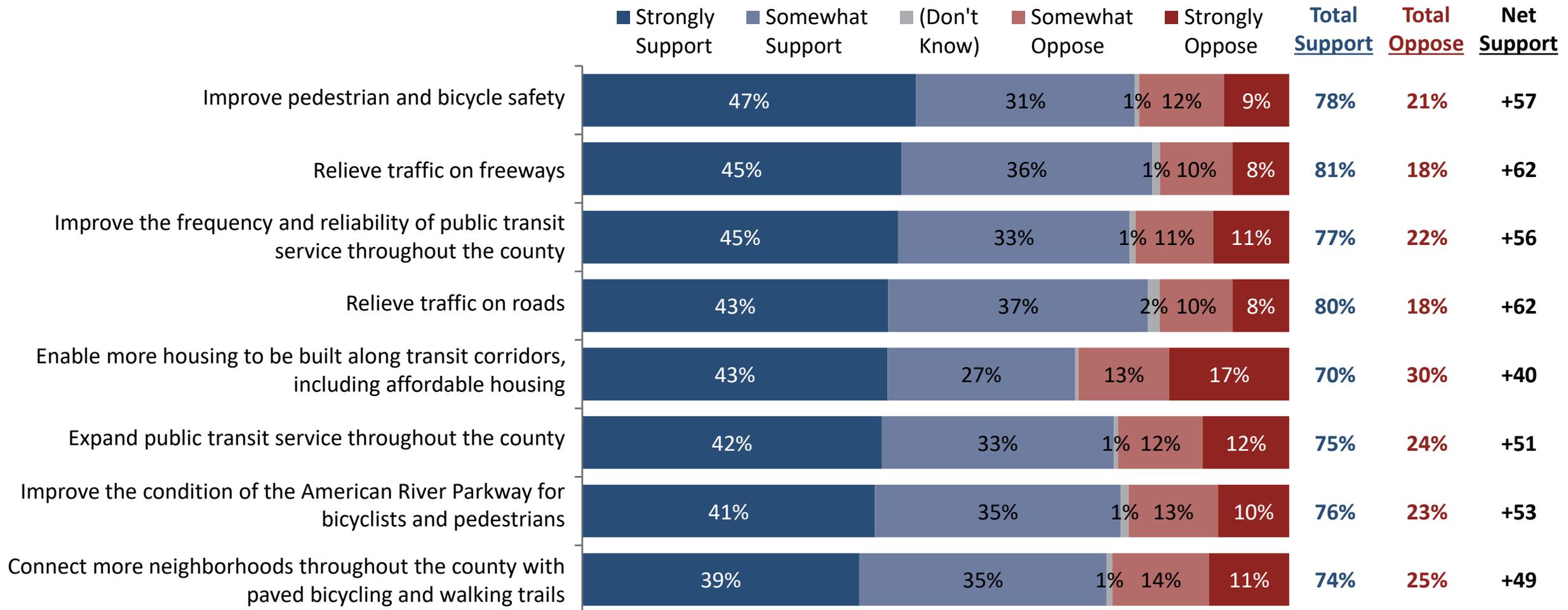
*Making fares affordable and fixing critical infrastructure resonate intensely with voters.*



Q7-Q29. Now I'm going to read you a list of things the Sacramento County transportation improvement measure might fund. After each please tell me if you support or oppose that particular item.

# Potential Funding Elements

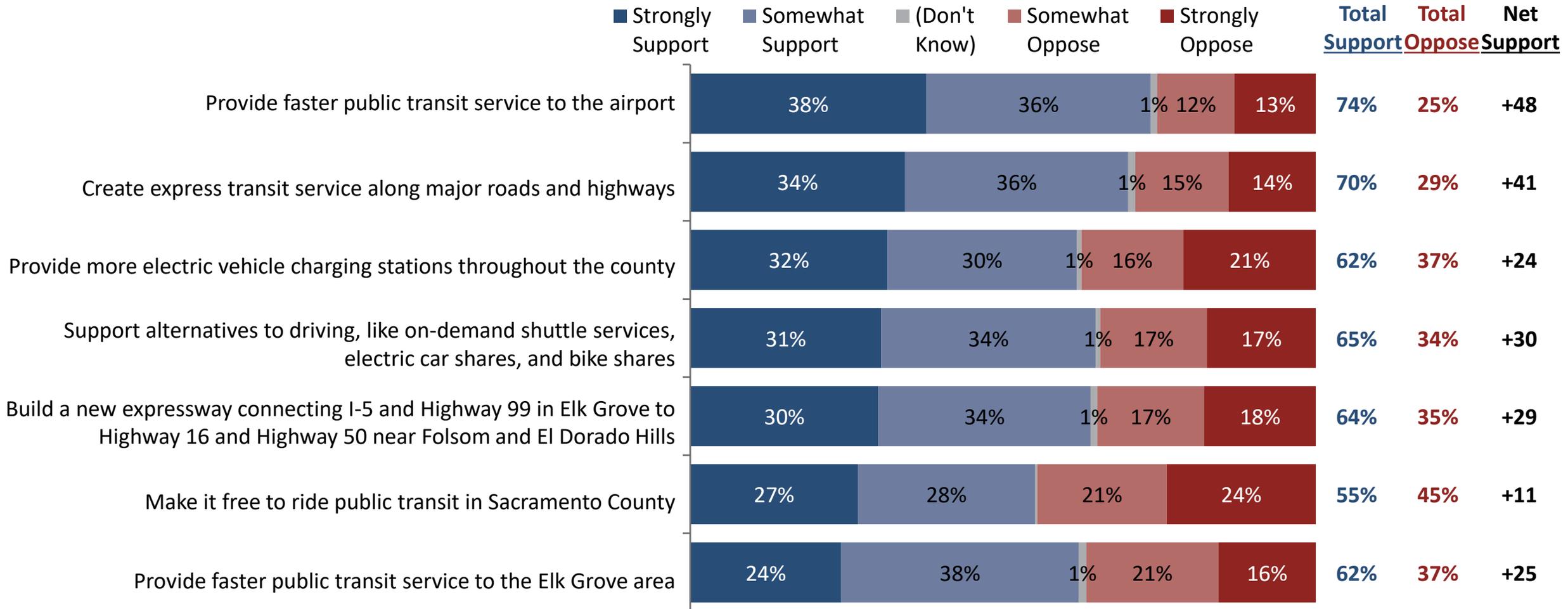
*Relieving traffic on roads and freeways receive a large majority of support, as do items related to public transit, biking, and walking.*



Q7-Q29. Now I'm going to read you a list of things the Sacramento County transportation improvement measure might fund. After each please tell me if you support or oppose that particular item.

# Potential Funding Elements

*A majority of voters support each potential element, though intensity is lower.*



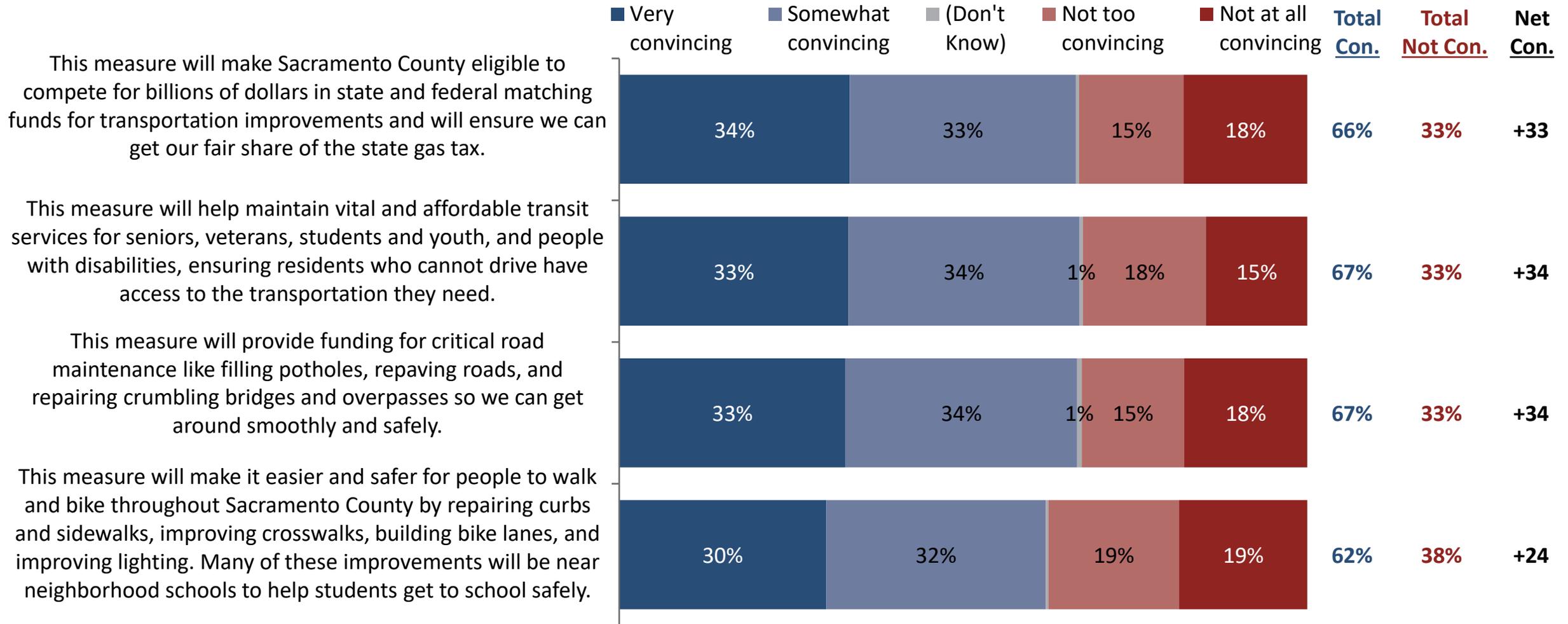
Q7-Q29. Now I'm going to read you a list of things the Sacramento County transportation improvement measure might fund. After each please tell me if you support or oppose that particular item.



**Additional Information**

# Additional Information

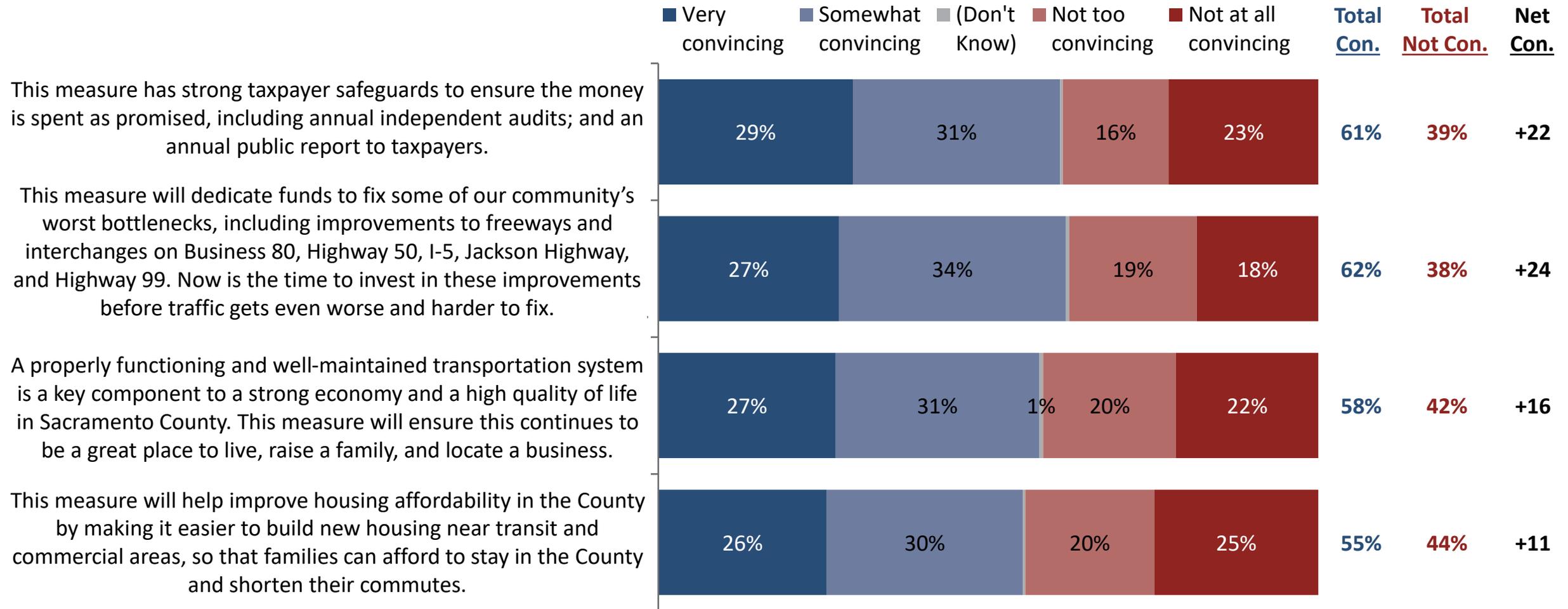
*Eligibility for state and federal funding, access for seniors, funding critical road projects, and making it safer to walk and bike are popular with respondents.*



Q32-43. Now, I'm going to read you some statements from people who support the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote for the measure – very convincing, somewhat convincing, not too convincing, or not at all convincing.

# Additional Information

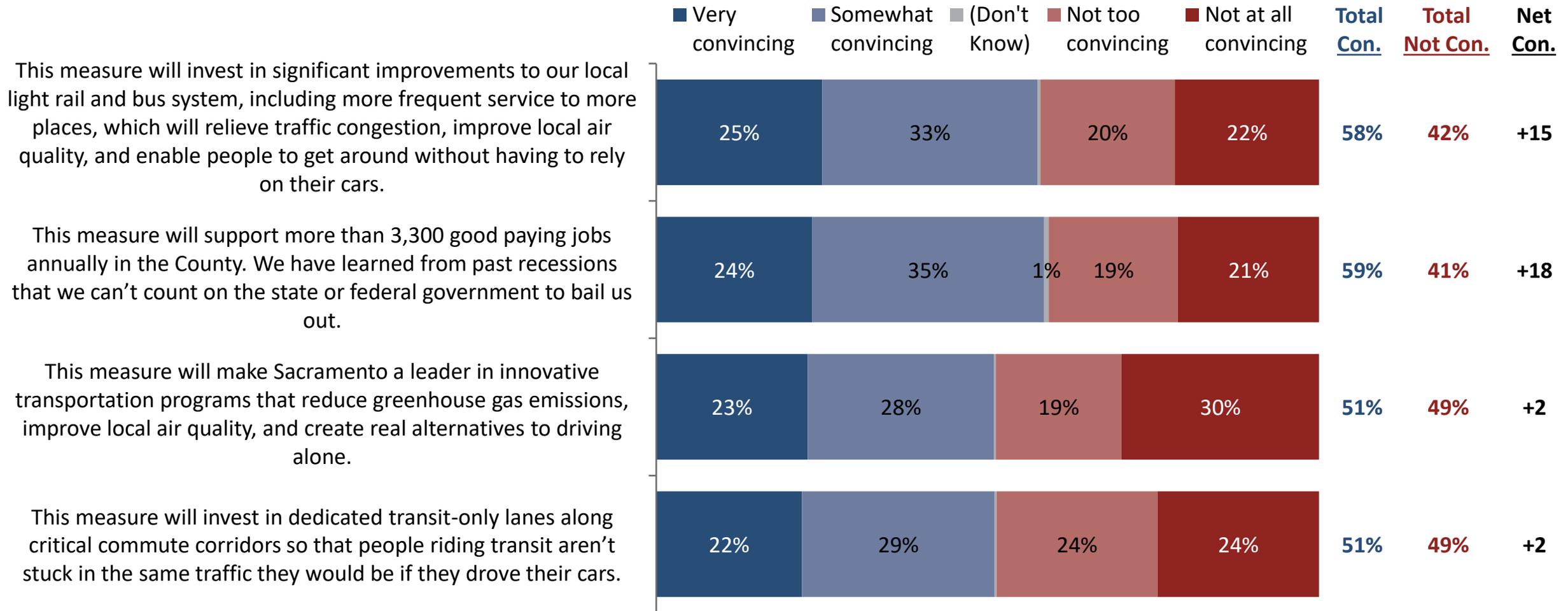
*Taxpayer safeguards, reducing traffic, economic benefits, and building housing near transit receive a large majority of support.*



Q32-43. Now, I'm going to read you some statements from people who support the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote for the measure – very convincing, somewhat convincing, not too convincing, or not at all convincing.

# Additional Information

*All messages receive majority support, though some with less intensity.*



Q32-43. Now, I'm going to read you some statements from people who support the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote for the measure – very convincing, somewhat convincing, not too convincing, or not at all convincing.

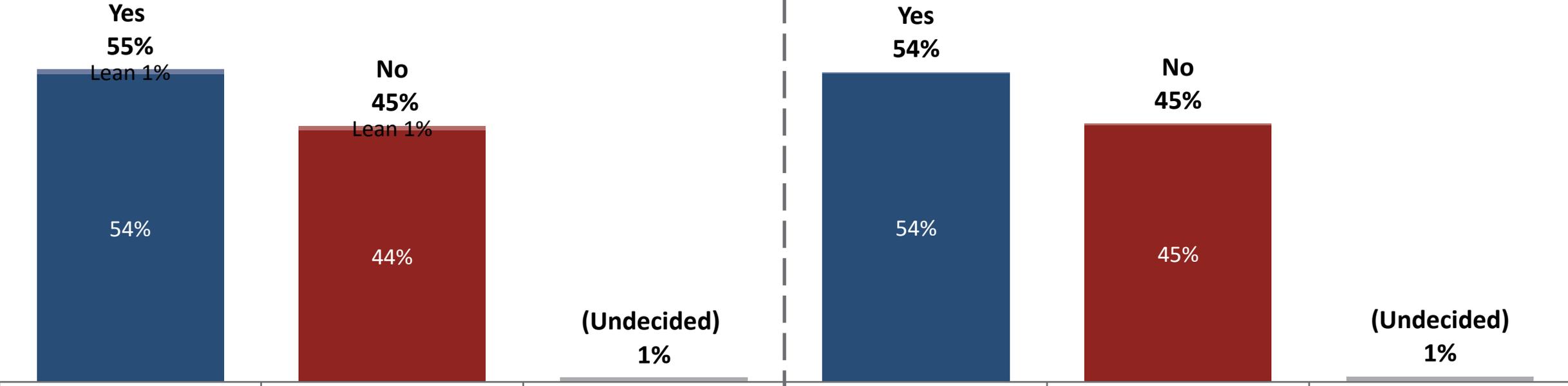
# Vote After Additional Information

*Additional information does not impact support for the measure.*

**Initial**

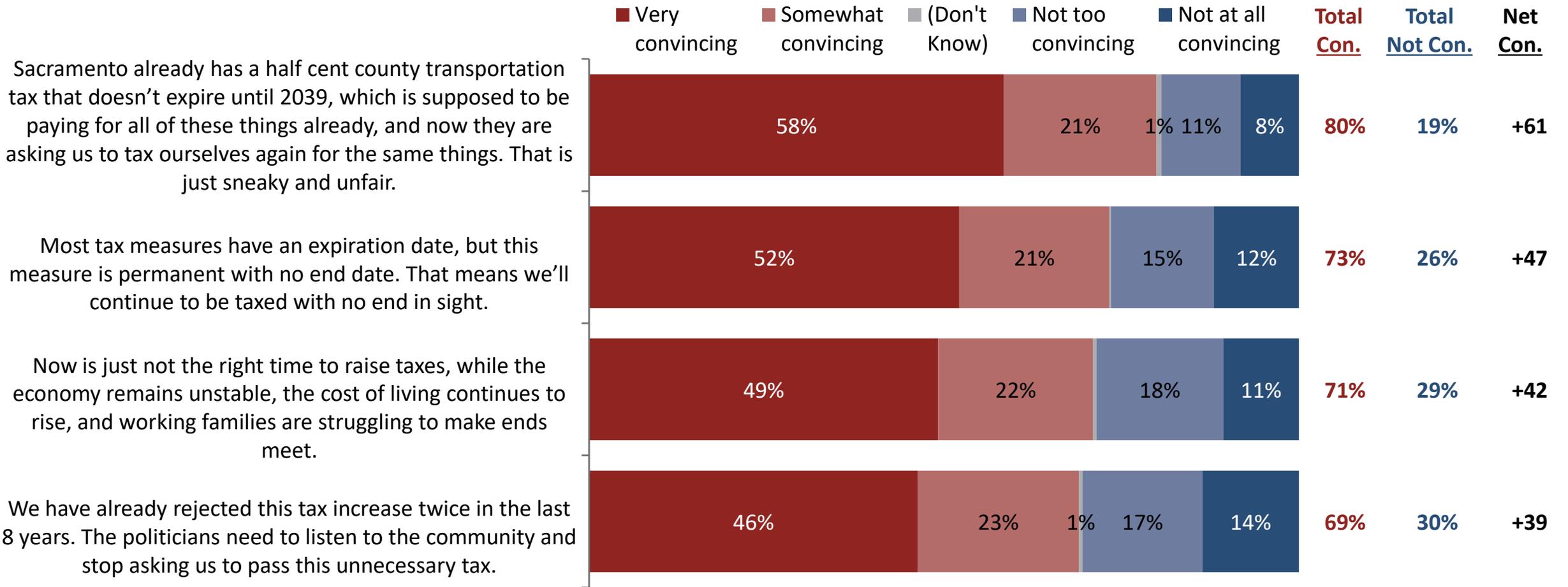
**After  
Additional  
Information**

67%



# Opposition Messaging

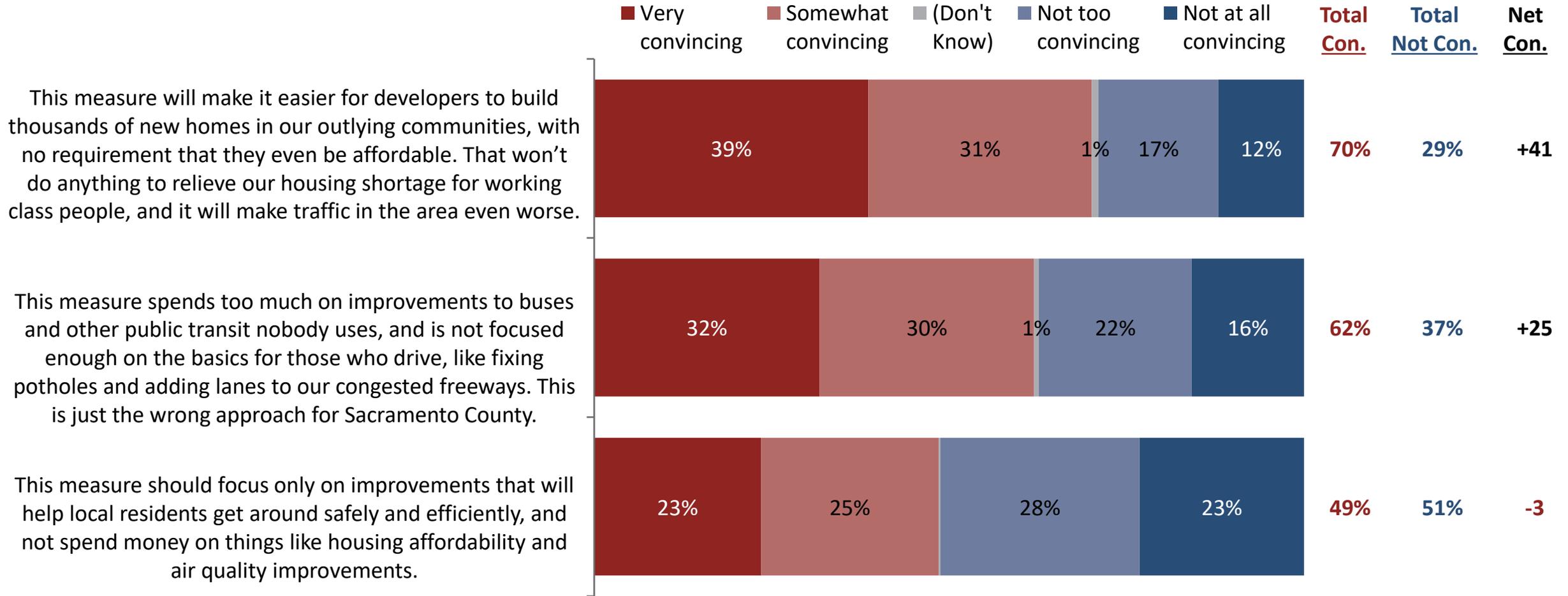
*Messages that attack the tax for being too much, not having an end date, and having already failed are very convincing to voters.*



Q45-51. Next, I'd like to read you some statements from people who oppose the measure. After each one, please tell me if that is a very convincing, somewhat convincing, not too convincing, or not at all convincing reason to vote against this proposed measure.

# Opposition Messaging

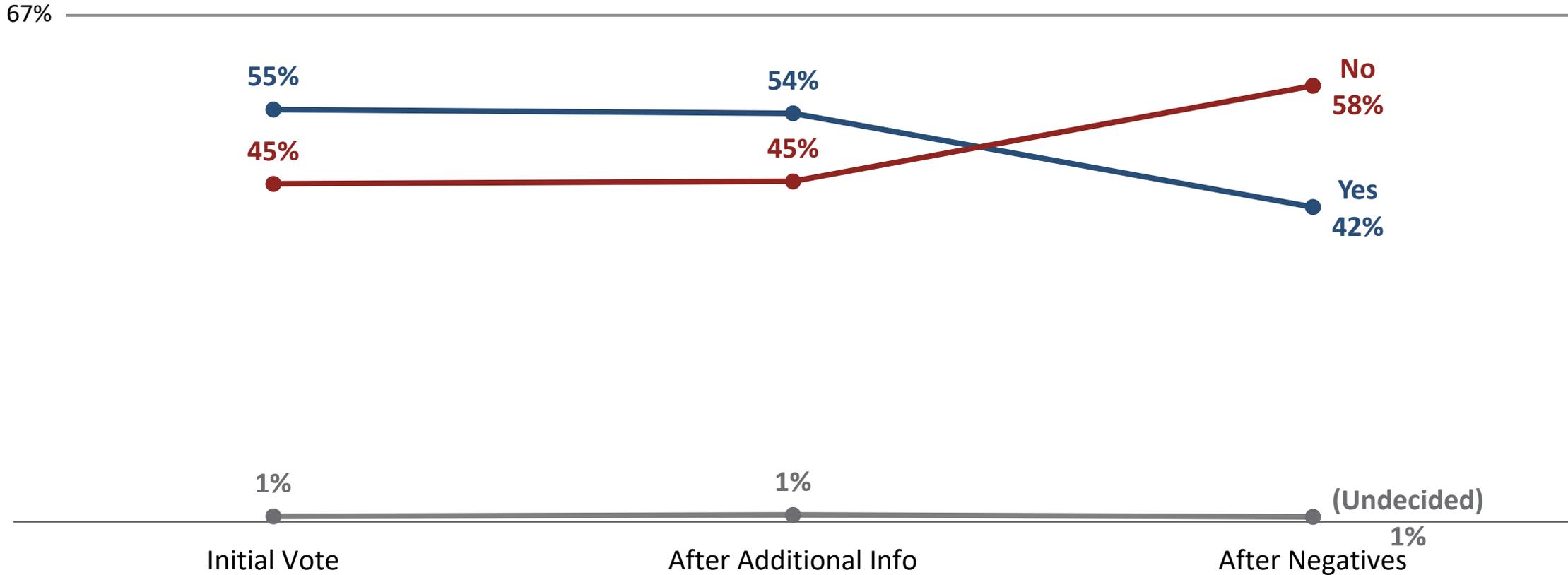
*Messages about the impacts of the tax or how it would be spent are less convincing, but still resonate widely.*



Q45-51. Next, I'd like to read you some statements from people who oppose the measure. After each one, please tell me if that is a very convincing, somewhat convincing, not too convincing, or not at all convincing reason to vote against this proposed measure.

# Final Vote

*Opposition messaging is effective at driving support down and opposition up.*



Q6/Q44/Q52. Now that you've heard more, if the election were held today, would you vote yes to approve or no to reject this measure?



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**Survey of Likely November 2024 Voters  
Sacramento County, California  
Multi-Modal Phone/Email-to-Web/Text-to-Web  
Conducted August 6 - August 13, 2023  
n=800; Margin of Error  $\pm 3.5$  percentage points  
EMC Research #23-8964**

***All numbers in this document represent percentage (%) values, unless otherwise noted.  
Please note that due to rounding, percentages may not add up to exactly 100%.***

GREETING: Hello, my name is \_\_\_\_\_, may I speak with (NAME ON LIST)?

INTERVIEWER: NOL ONLY

**INTRO:** Hello, my name is \_\_\_\_\_, and I'm conducting a survey for \_\_\_\_\_ to find out how people feel about issues in Sacramento County. We are not trying to sell anything and are collecting this information on a scientific and completely confidential basis.

- |    |  |     |
|----|--|-----|
| 1. | Are you registered to vote in Sacramento County?   |     |
|    | Yes  | 100 |
|    | No   | -   |
|    | (Don't know/Refused)   | -   |
| 2. | What would you say are the chances that you will vote in the November 2024 election for President, Congress, and other local offices and measures – are you almost certain to vote, will you probably vote, are the chances fifty-fifty, or do you think that you will not vote? |     |
|    | Almost certain/(Definitely)  | 92  |
|    | Probably   | 4   |
|    | 50/50 chance   | 3   |
|    | Will not vote  | -   |
|    | (Don't know/Refused)   | -   |
| 3. | Do you feel that things in Sacramento County are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?   |     |
|    | Right direction  | 39  |
|    | Wrong track  | 59  |
|    | (Don't know/Refused)   | 2   |

4. What do you think is the most important problem facing Sacramento County today? **(OPEN END, RECORD VERBATIM RESPONSE, ACCEPT ONE RESPONSE ONLY)**

Homelessness	57
Crime/Drugs	14
Affordable Housing	9
Politicians/Government/Political Division	3
Cost of Living	3
Road Repairs/Infrastructure	2
Jobs/Economy	2
Traffic/Congestion	0
Public Transportation	0
Other	7
None/Don't Know/No Opinion	1

5. Thinking about the roads, highways, public transit, bike paths, and sidewalks in Sacramento County, that is, the entire transportation network, would you say that there is a great need for additional funding, some need, a little need, or no real need for additional funding?

Great need	40
Some need	34
Little Need	8
No real need	17
(Don't know/Refused)	1
<b>Great/some need</b>	<b>74</b>
<b>No/little need</b>	<b>24</b>

6. I am going to read a measure that may appear on the ballot in Sacramento County next year.

Sacramento County Transportation Improvement Plan. To fix potholes; repave streets; relieve traffic; repair bridges/ overpasses; improve bicycle/ pedestrian safety including safe routes to schools; keep senior/ disabled/ veteran/ student transit fares affordable; expand public transit and other alternatives to driving; encourage housing near transit; improve air quality; and create jobs; shall the ordinance enacting a countywide one half cent sales tax, raising approximately \$212,512,500 annually, until ended by voters, with independent oversight and audits, be adopted? If the election were held today, would you vote yes to approve or no to reject this measure?

Yes	54
(Lean Yes)	1
No	44
(Lean No)	1
(Undecided/Don't Know/Not Sure)	1
<b>Yes, approve</b>	<b>55</b>
<b>No, reject</b>	<b>45</b>

7INT. Now I'm going to read you a list of things the Sacramento County transportation improvement measure might fund. After each please tell me if you support or oppose that particular item

SCALE:		Strongly support	Somewhat support	Somewhat oppose	Strongly oppose	(Don't know /Refused)	Support	Oppose
<b>(RANDOMIZE)</b>								
7.	Fix potholes	69	21	4	6	0	90	10
8.	Repave streets	53	33	8	6	0	86	14
9.	Relieve traffic on roads	43	37	10	8	2	80	18
10.	Relieve traffic on freeways	45	36	10	8	1	81	18
11.	Fix bottlenecks on the freeway between midtown Sacramento and Cal Expo	52	32	8	7	1	84	15
12.	Build a new expressway connecting I-5 and Highway 99 in Elk Grove to Highway 16 and Highway 50 near Folsom and El Dorado Hills	30	34	17	18	1	64	35
13.	Improve road safety for drivers	49	33	9	8	2	82	16
14.	Repair damaged bridges and overpasses	62	26	6	6	0	88	11
15.	Improve pedestrian and bicycle safety	47	31	12	9	1	78	21
16.	Provide safe routes to schools	57	27	8	7	1	84	15
17.	Keep senior, disabled, veteran, and student transit fares affordable	70	21	4	5	0	91	9
18.	Expand public transit service throughout the county	42	33	12	12	1	75	24
19.	Improve the frequency and reliability of public transit service throughout the county	45	33	11	11	1	77	22
20.	Create express transit service along major roads and highways	34	36	15	14	1	70	29
21.	Provide faster public transit service to the airport	38	36	12	13	1	74	25

SCALE:	Strongly support	Somewhat support	Somewhat oppose	Strongly oppose	(Don't know /Refused)	Support	Oppose
22.	24	38	21	16	1	62	37
23.	31	34	17	17	1	65	34
24.	27	28	21	24	0	55	45
25.	43	27	13	17	0	70	30
26.	32	30	16	21	1	62	37
27.	49	24	13	13	1	73	26
28.	39	35	14	11	1	74	25
29.	41	35	13	10	1	76	23

(END RANDOMIZE)

30INT. Please tell me whether you strongly agree, somewhat agree, somewhat disagree, or strongly disagree with each of the following statements.

SCALE:	Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree	(Don't know /Refused)	Agree	Disagree
30.	45	21	21	12	0	67	33
31.	26	29	19	25	0	55	44

(END RANDOMIZE)



32INT. Now, I’m going to read you some statements from people who support the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote for the measure - very convincing, somewhat convincing, not too convincing, or not at all convincing.

SCALE:	Very convincing	Somewhat convincing	Not too convincing	Not at all convincing	(Don't Know /Refused)	Convincing	Not convincing
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**(RANDOMIZE)**

32.	<b>[INNOVATIVE]</b> This measure will make Sacramento a leader in innovative transportation programs that reduce greenhouse gas emissions, improve local air quality, and create real alternatives to driving alone.	23	28	19	30	0	<b>51</b>	<b>49</b>
33.	<b>[HOUSING]</b> This measure will help improve housing affordability in the County by making it easier to build new housing near transit and commercial areas, so that families can afford to stay in the County and shorten their commutes.	26	30	20	25	0	<b>55</b>	<b>44</b>
34.	<b>[POTHOLE]</b> This measure will provide funding for critical road maintenance like filling potholes, repaving roads, and repairing crumbling bridges and overpasses so we can get around smoothly and safely.	33	34	15	18	1	<b>67</b>	<b>33</b>
35.	<b>[TRAFFIC]</b> This measure will dedicate funds to fix some of our community’s worst bottlenecks, including improvements to freeways and interchanges on Business 80, Highway 50, I-5, Jackson Highway, and Highway 99. Now is the time to invest in these improvements before traffic gets even worse and harder to fix.	27	34	19	18	0	<b>62</b>	<b>38</b>
36.	<b>[ECONOMY]</b> A properly functioning and well-maintained transportation system is a key component to a strong economy and a high quality of life in Sacramento County. This measure will ensure this continues to be a great place to live, raise a family, and locate a business.	27	31	20	22	1	<b>58</b>	<b>42</b>
37.	<b>[JOBS]</b> This measure will support more than 3,300 good paying jobs annually in the County. We have learned from past recessions that we can’t count on the state or federal government to bail us out.	24	35	19	21	1	<b>59</b>	<b>41</b>
38.	<b>[MATCHING FUNDS]</b> This measure will make Sacramento County eligible to compete for billions of dollars in state and federal matching funds for transportation improvements, and will ensure we can get our fair share of the state gas tax.	34	33	15	18	0	<b>66</b>	<b>33</b>
39.	<b>[BIKE/PED SAFETY]</b> This measure will make it easier and safer for people to walk and bike throughout Sacramento County by repairing curbs and sidewalks, improving crosswalks, building bike lanes, and improving lighting. Many of these improvements will be near neighborhood schools to help students get to school safely.	30	32	19	19	0	<b>62</b>	<b>38</b>

SCALE:	Very convincing	Somewhat convincing	Not too convincing	Not at all convincing	(Don't Know /Refused)	Convincing	Not convincing
40. <b>[VULNERABLE POPULATIONS]</b> This measure will help maintain vital and affordable transit services for seniors, veterans, students and youth, and people with disabilities, ensuring residents who cannot drive have access to the transportation they need.	33	34	18	15	1	<b>67</b>	<b>33</b>
41. <b>[ACCOUNTABILITY]</b> This measure has strong taxpayer safeguards to ensure the money is spent as promised, including annual independent audits; and an annual public report to taxpayers.	29	31	16	23	0	<b>61</b>	<b>39</b>
42. <b>[TRANSIT]</b> This measure will invest in significant improvements to our local light rail and bus system, including more frequent service to more places, which will relieve traffic congestion, improve local air quality, and enable people to get around without having to rely on their cars.	25	33	20	22	0	<b>58</b>	<b>42</b>
43. <b>[TRANSIT LANES]</b> This measure will invest in dedicated transit-only lanes along critical commute corridors so that people riding transit aren't stuck in the same traffic they would be if they drove their cars.	22	29	24	24	0	<b>51</b>	<b>49</b>

**(END RANDOMIZE)**

44. Now that you've heard more, I'll read you the measure again:

Sacramento County Transportation Improvement Plan. To fix potholes; repave streets; relieve traffic; repair bridges/ overpasses; improve bicycle/ pedestrian safety including safe routes to schools; keep senior/ disabled/ veteran/ student transit fares affordable; expand public transit and other alternatives to driving; encourage housing near transit; improve air quality; and create jobs; shall the ordinance enacting a countywide one half cent sales tax, raising approximately \$212,512,500 annually, until ended by voters, with independent oversight and audits, be adopted?

If the election were held today, would you vote yes to approve or no to reject this measure?

Yes	54
(Lean Yes)	0
No	45
(Lean No)	0
(Undecided/Don't Know/Not Sure)	1
<b>Yes, approve</b>	<b>54</b>
<b>No, reject</b>	<b>45</b>

45INT. Now, I'm going to read you some statements from people who oppose the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote against this proposed measure - very convincing, somewhat convincing, not too convincing, or not at all convincing.

SCALE:	Very convincing	Somewhat convincing	Not too convincing	Not at all convincing	(Don't Know /Refused)	Convincing	Not convincing
--------	-----------------	---------------------	--------------------	-----------------------	-----------------------	------------	----------------

**(RANDOMIZE)**

45.	<b>[ALREADY PAYING]</b> Sacramento already has a half cent county transportation tax that doesn't expire until 2039, which is supposed to be paying for all of these things already, and now they are asking us to tax ourselves again for the same things. That is just sneaky and unfair.	58	21	11	8	1	<b>80</b>	<b>19</b>
46.	<b>[ALREADY FAILED]</b> We have already rejected this tax increase twice in the last 8 years. The politicians need to listen to the community and stop asking us to pass this unnecessary tax.	46	23	17	14	1	<b>69</b>	<b>30</b>
47.	<b>[NOT THE TIME]</b> Now is just not the right time to raise taxes, while the economy remains unstable, the cost of living continues to rise, and working families are struggling to make ends meet.	49	22	18	11	0	<b>71</b>	<b>29</b>
48.	<b>[WRONG APPROACH]</b> This measure spends too much on improvements to buses and other public transit nobody uses, and is not focused enough on the basics for those who drive, like fixing potholes and adding lanes to our congested freeways. This is just the wrong approach for Sacramento County.	32	30	22	16	1	<b>62</b>	<b>37</b>
49.	<b>[TOO BROAD]</b> This measure should focus only on improvements that will help local residents get around safely and efficiently, and not spend money on things like housing affordability and air quality improvements.	23	25	28	23	0	<b>49</b>	<b>51</b>
50.	<b>[DEVELOPERS]</b> This measure will make it easier for developers to build thousands of new homes in our outlying communities, with no requirement that they even be affordable. That won't do anything to relieve our housing shortage for working class people, and it will make traffic in the area even worse.	39	31	17	12	1	<b>70</b>	<b>29</b>
51.	<b>[EVERGREEN]</b> Most tax measures have an expiration date, but this measure is permanent with no end date. That means we'll continue to be taxed with no end in sight.	52	21	15	12	0	<b>73</b>	<b>26</b>

**(END RANDOMIZE)**

52.	Now that you've heard more, if the election were held today, would you vote yes to approve or no to reject this measure?	
	Yes	41
	(Lean Yes)	0
	No	57
	(Lean No)	1
	(Undecided/Don't Know/Not Sure)	1
	<b>Yes, approve</b>	<b>42</b>
	<b>No, reject</b>	<b>58</b>

DEMOS. These last questions are for statistical purposes only.

53INT. For each of the following methods of transportation you might use to get around, would you say you do it frequently, occasionally, rarely, or not at all?

SCALE:	Frequently	Occasionally	Rarely	Not at all	(Don't know/Refused)
<b>(RANDOMIZE)</b>					
53.	Walk or ride a bike for transportation				
	10	24	24	41	1
54.	Take public transit like a bus or train				
	4	11	27	56	2
55.	Drive a car alone				
	67	21	7	4	1

**(END RANDOMIZE)**

56.	Do you currently own the home or apartment where you live, do you rent, do you live with family, or do you not have stable housing?	
	Own/buying	69
	Rent/lease	20
	Live with family	7
	No stable housing	1
	(Don't know/Refused)	3

57.	What is the last grade you completed in school?	
	Some grade school	0
	Some high school	1
	Graduated high school	8
	Technical or Vocational school	6
	Some college or Less than 4-year degree	27
	Graduated college or 4-year degree (B-A, Bachelor)	30
	Graduate or Professional Degree (M-A, Master's, P-h-D, M-B-A, Doctorate)	24
	(Don't know/Refused)	4
58.	Do you consider yourself to be white or Caucasian, African American or Black, Hispanic or Latino, Asian or Pacific Islander or something else?	
	White or Caucasian	58
	African American or Black	6
	Hispanic or Latino	9
	Asian or Pacific Islander	6
	Something else	6
	(Don't know/Refused)	14
59.	In what year were you born? <b>(YEARS CODED INTO CATEGORIES)</b>	
	18-29	13
	30-39	17
	40-49	16
	50-64	26
	65 or over	28
	(Don't know/Refused)	-
60.	Do you identify as...	
	Male	46
	Female	54
	Non-binary	0
	Another gender identity	-
	(Don't know/Refused)	-

**THANK YOU!**

**Language of Interview**

English	99
Spanish	1

**Party Registration (Sample)**

Democrat	48
Republican	26
NPP/Other	26



**Supervisorial District (Sample)**

1	19
2	17
3	21
4	21
5	22

**Vote History (PG22 PG20 PG18)**

New or Infrequent Voter (0-3/6)	48
Frequent Voter (4-5/6)	26
Perfect Voter (6/6)	26



# Survey of Likely November 2024 Voters

Sacramento County

Presented to

Sacramento Transportation Authority

Governing Board



September 14, 2023

- “ Survey of likely November 2024 voters in Sacramento County, California
- “ Mixed-mode telephone and email- and text-to-web methodology
  - Phone interviews were conducted by trained, professional interviewers; landlines and mobile phones included
  - Email and text invitations were sent with link to web survey
  - The survey was available in English and Spanish
- “ Survey conducted August 6-13, 2023
- “ 800 interviews; overall margin of error  $\pm 3.46$  percentage points
- “ Where possible, results are compared with prior polls conducted of Sacramento County voters

Please note that due to rounding, some percentages may not add up to exactly 100%.

# Key Findings

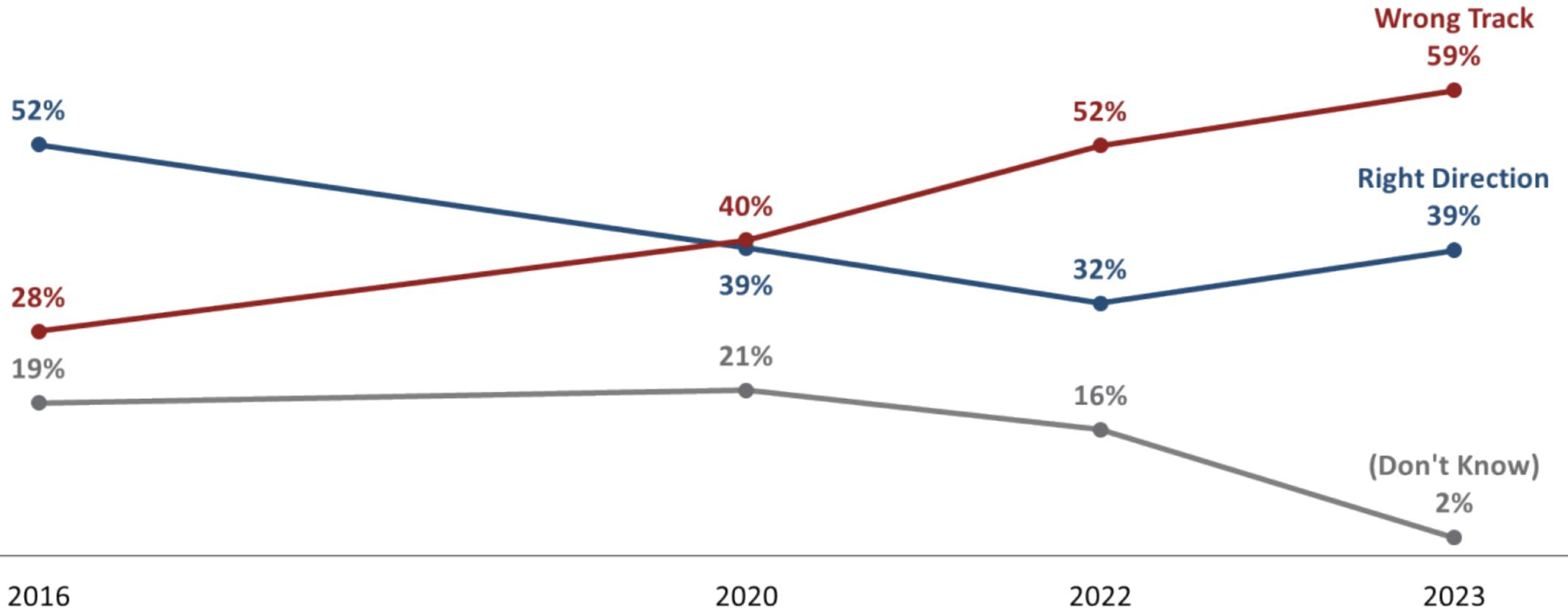
- “ Voters are largely pessimistic about the direction of the county and a majority cite homelessness as a top of mind most important problem
- “ While transportation and transit do not come up often as top of mind issues, three in four say the network has a need for additional funding. However, the share saying so has dropped since 2016, as has willingness to raise taxes to fund safe, high-quality roads and transit. Meanwhile, tax sensitivity has increased.
- “ Initial support for a measure is well below the two-thirds threshold, sitting just above a majority. While voters are widely supportive of the potential funding elements and appreciate additional information about what the measure would do, support stays stagnant.
- “ Opposition messages, especially those that attack the tax for being too much, not having an end date, and having already failed, are very convincing to voters and drive support down.



**Issue Environment**

# Right Direction/Wrong Track

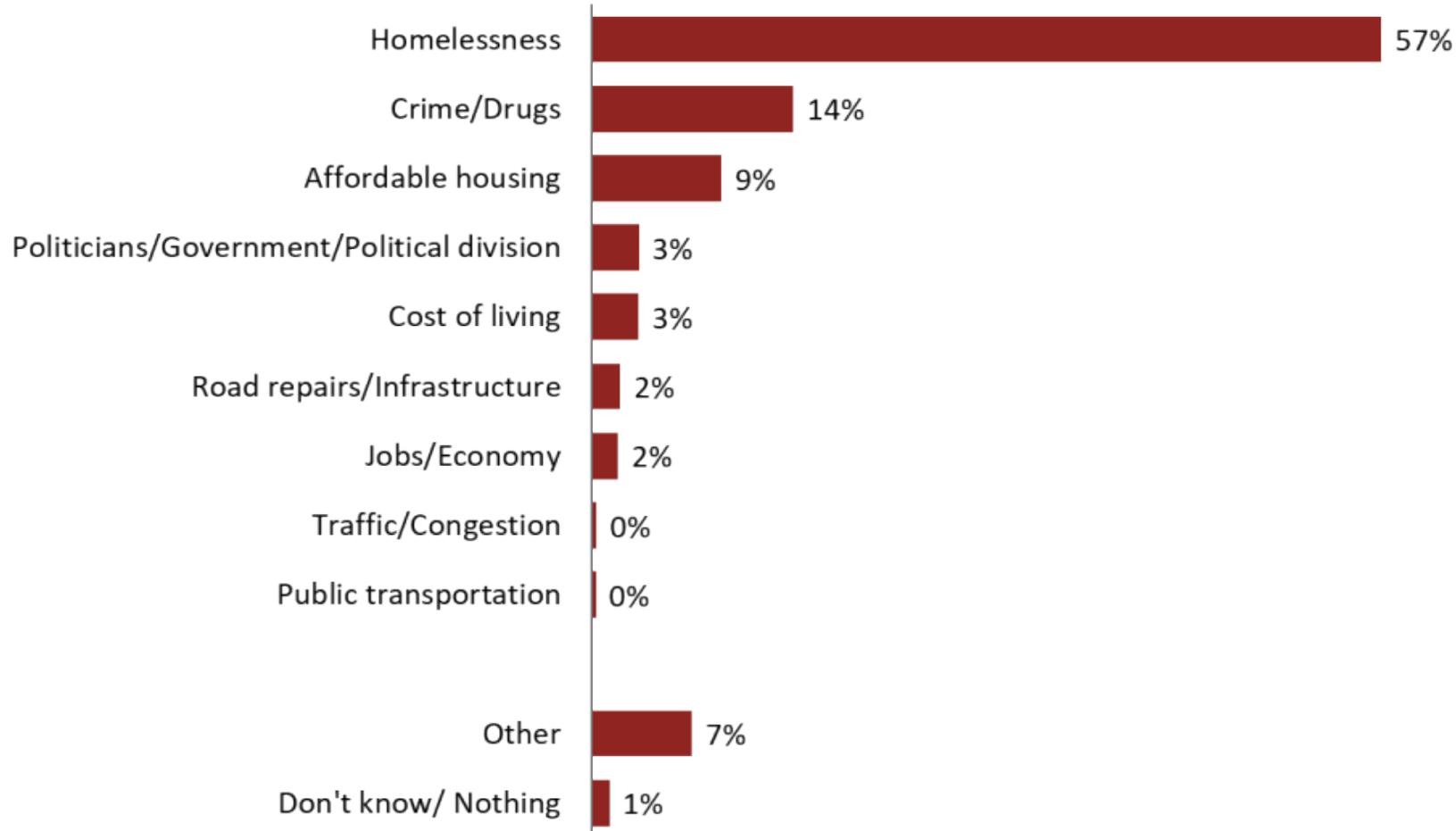
*Voters are largely pessimistic about the direction of the county, and have trended more negative over time.*



Q3. Do you feel that things in Sacramento County are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?

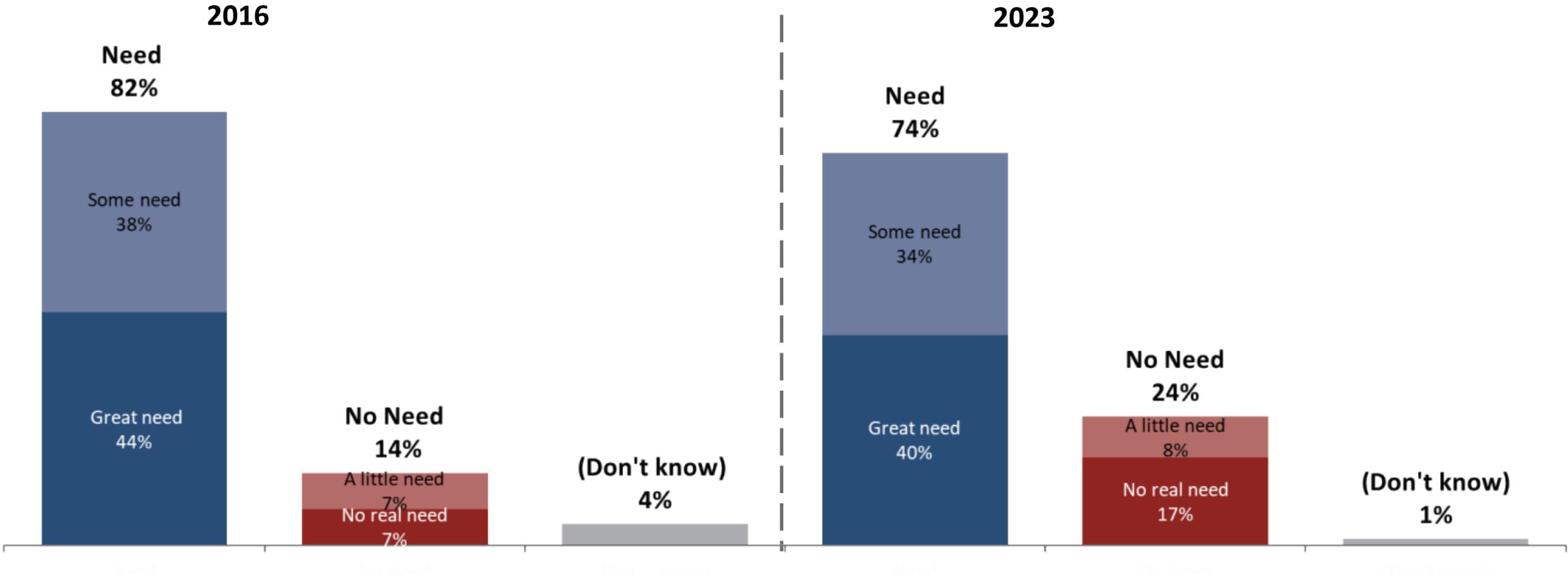
# Most Important Problem

*Over half of voters cite homelessness as the most important problem facing the county, up significantly compared to prior polling. Very few cite roads/infrastructure, traffic, or transportation.*



# Additional Funding for Transportation Network

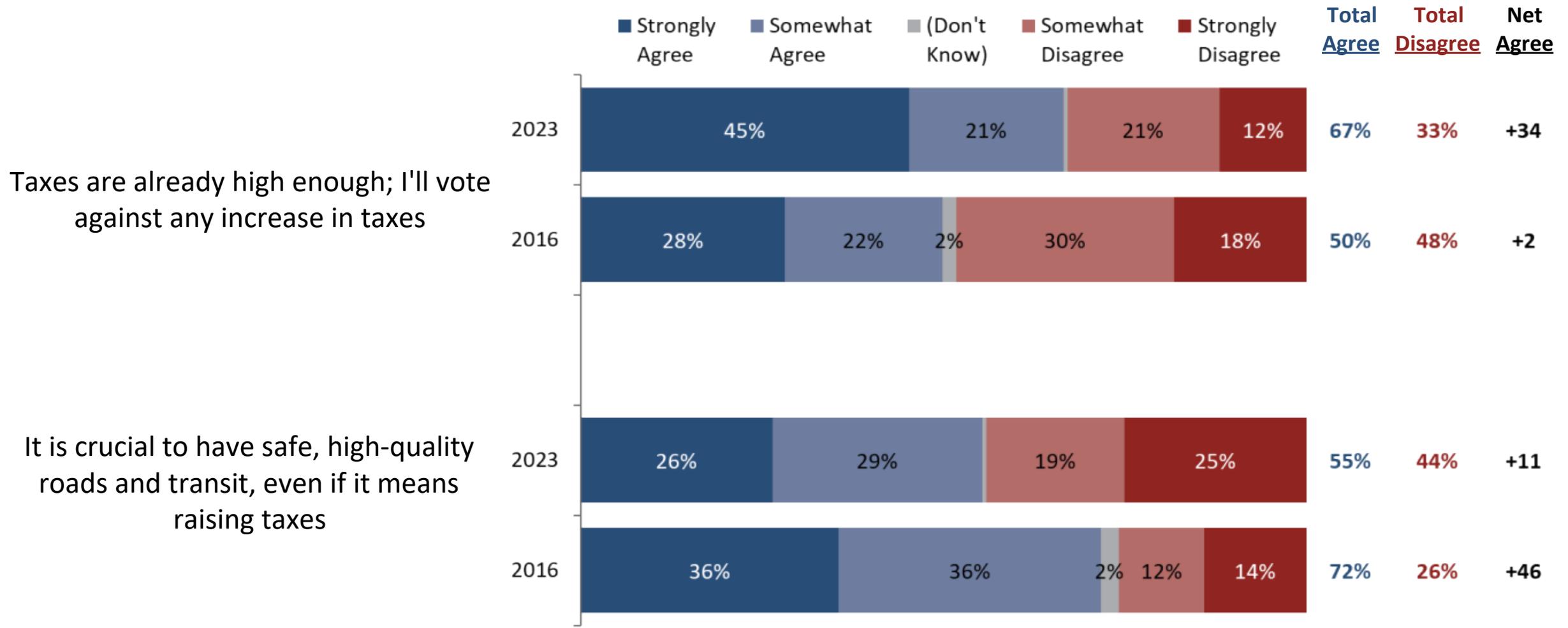
*While nearly three in four see a need for additional funding, that number has dropped some since 2016, both in total and in intensity.*



Q5. Thinking about the roads, highways, public transit, bike paths, and sidewalks in Sacramento County, that is, the entire transportation network, would you say that there is a great need for additional funding, some need, a little need, or no real need for additional funding?

# Tax Attitudes

*Compared to 2016, voters are more tax-sensitive and less willing to raise taxes for safe, high-quality roads and transit.*



Q30/31. Please tell me whether you strongly agree, somewhat agree, somewhat disagree, or strongly disagree with each of the following statements.

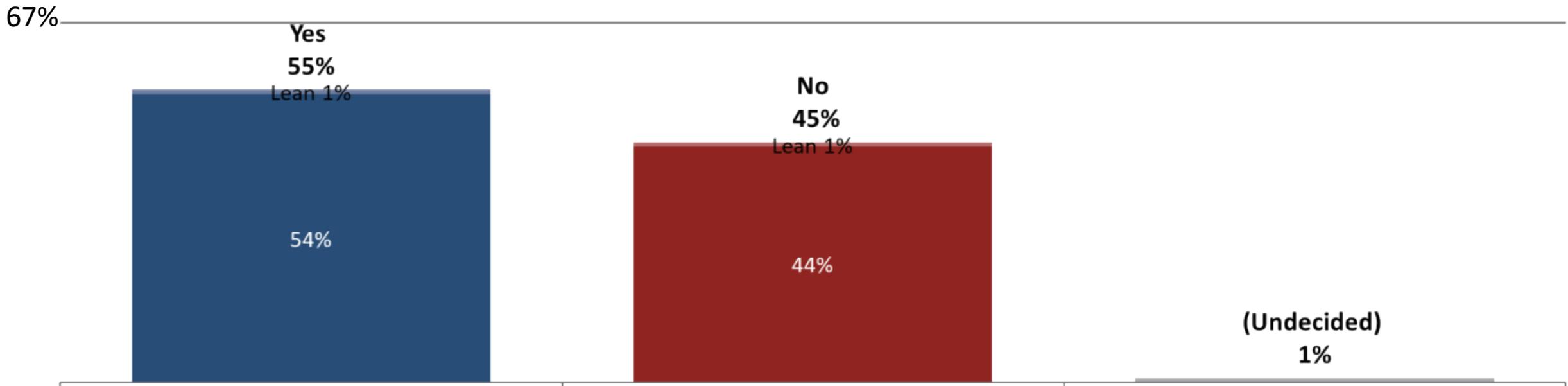


**Sales Tax Support**

# Initial Measure Vote

*Initial support is just above a majority, and well shy of two-thirds.*

*Sacramento County Transportation Improvement Plan. To fix potholes; repave streets; relieve traffic; repair bridges/ overpasses; improve bicycle/ pedestrian safety including safe routes to schools; keep senior/ disabled/ veteran/ student transit fares affordable; expand public transit and other alternatives to driving; encourage housing near transit; improve air quality; and create jobs; shall the ordinance enacting a countywide one half cent sales tax, raising approximately \$212,512,500 annually, until ended by voters, with independent oversight and audits, be adopted?*



Q6. I am going to read a measure that may appear on the ballot in Sacramento County next year...If the election were held today, would you vote yes to approve or no to reject this measure?

# Vote Tracking – Ballot Language

## 2022 Poll

*To significantly reduce traffic congestion, improve emergency response times; fix potholes, repair damaged streets; provide safe routes to school; expand affordable senior and disabled transit services; improve air quality; and create good paying jobs shall the ordinance enacting a one-half cent sales for 40 years raising approximately 130 million dollars annually be adopted, with a 1 percent limit on administrative spending, required annual independent audits, and oversight by a citizens committee to guarantee funds are used as promised?*

## Nov. 2022 Measure A

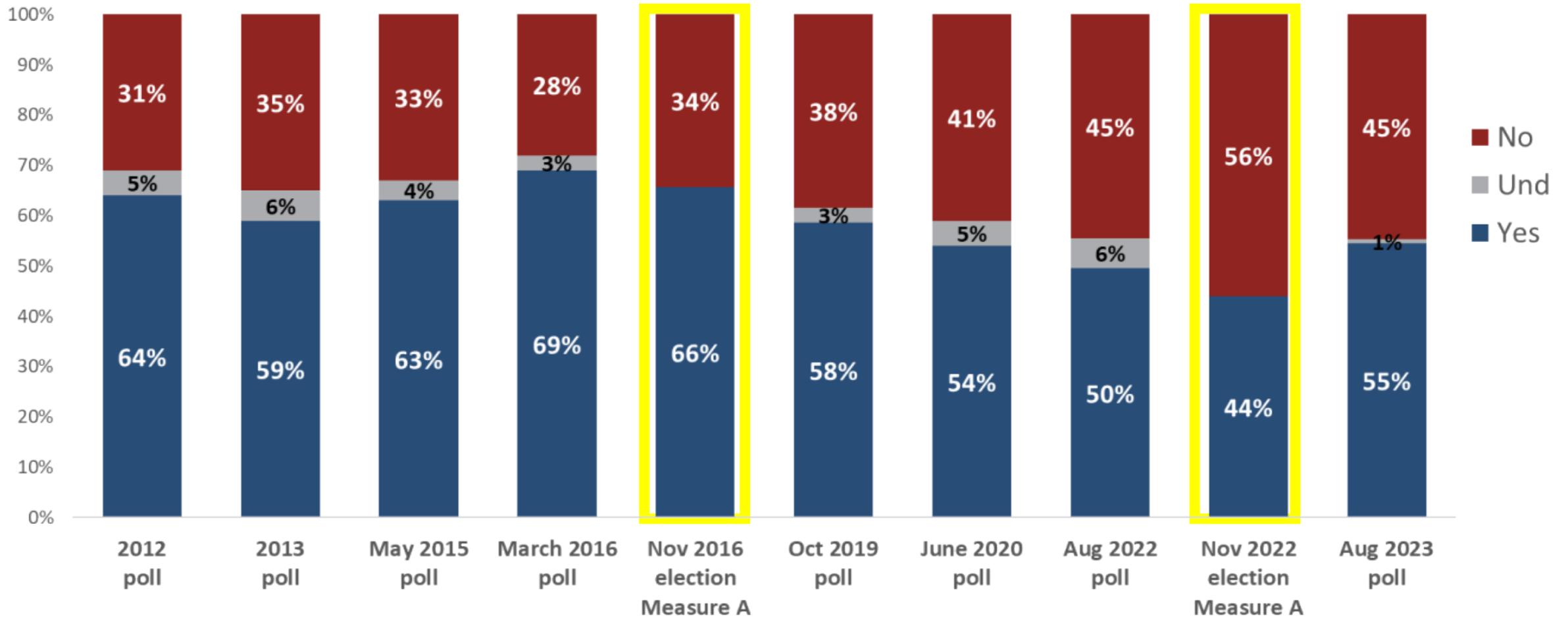
*To fix potholes and repair damaged streets; provide safe routes to school; expand affordable senior and disabled transit services; eliminate bottlenecks and improve emergency response times; reduce traffic congestion; and improve air quality; Shall the measure approving the Sacramento County Transportation, Maintenance, Safety and Congestion Relief Act of 2022 - Retail Transactions and Use Tax Initiative, including a 40-year 0.5% sales tax raising an estimated \$212,512,500 annually for transportation and transit projects, be adopted?*

## August 2023 Poll

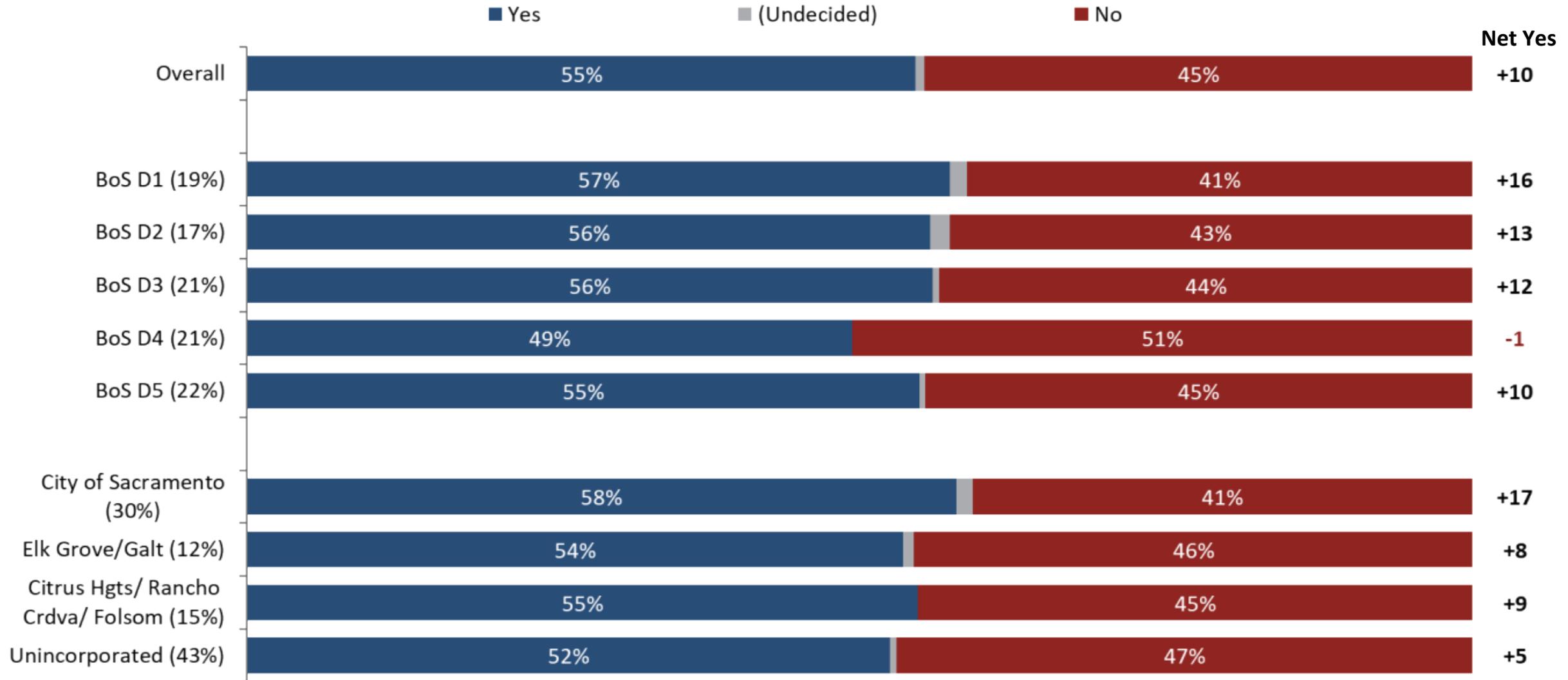
*Sacramento County Transportation Improvement Plan. To fix potholes; repave streets; relieve traffic; repair bridges/ overpasses; improve bicycle/ pedestrian safety including safe routes to schools; keep senior/ disabled/ veteran/ student transit fares affordable; expand public transit and other alternatives to driving; encourage housing near transit; improve air quality; and create jobs; shall the ordinance enacting a countywide one half cent sales tax, raising approximately \$212,512,500 annually, until ended by voters, with independent oversight and audits, be adopted?*

# Poll & Election History

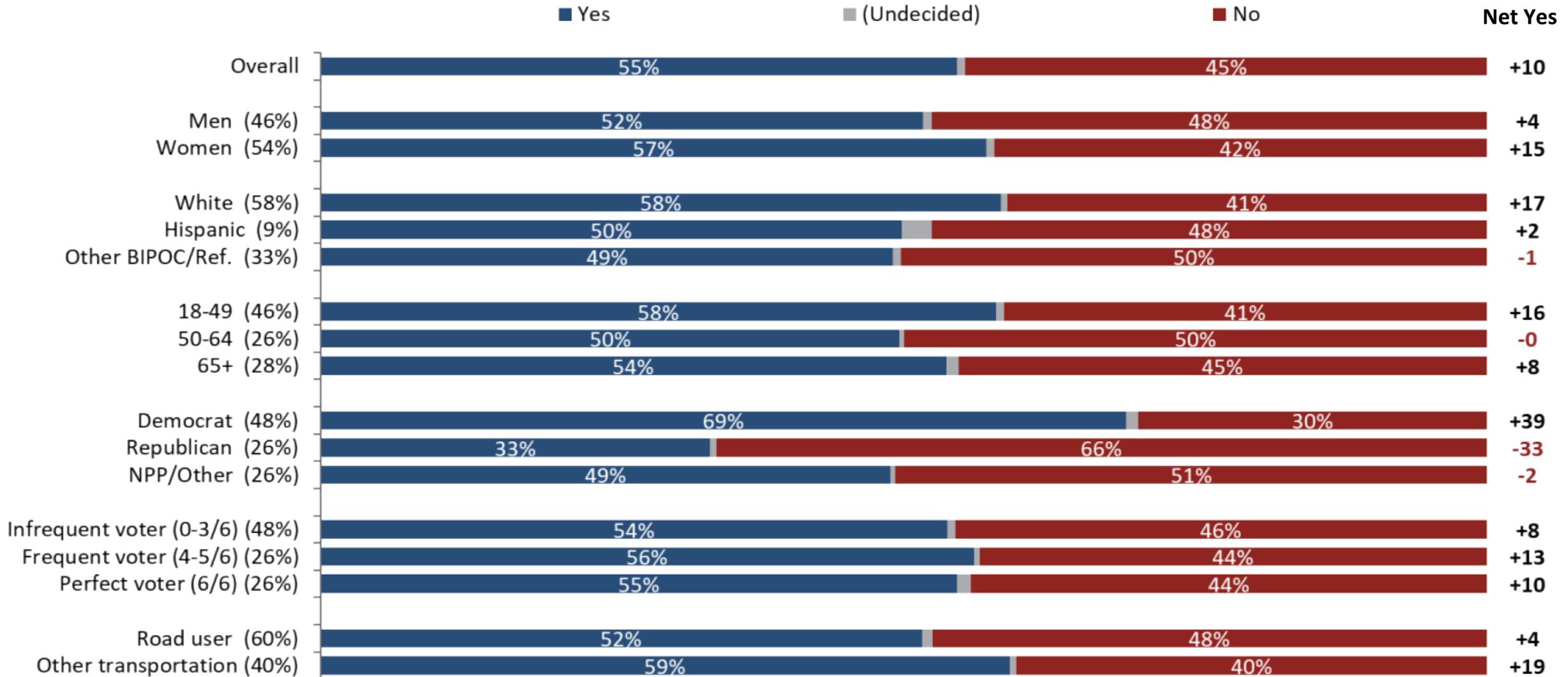
### Sacramento County Transportation Sales Tax Measure Support



# Initial Vote by Geography

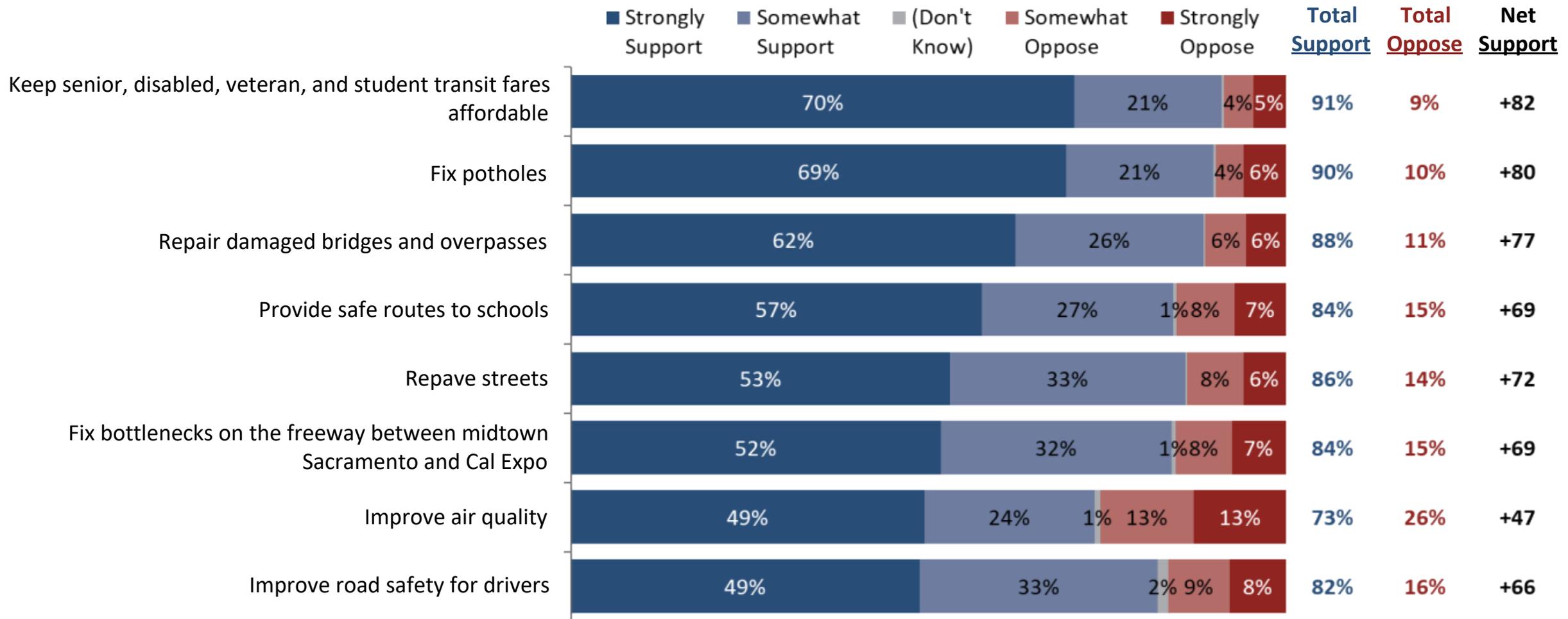


# Initial Vote by Subgroup



# Potential Funding Elements

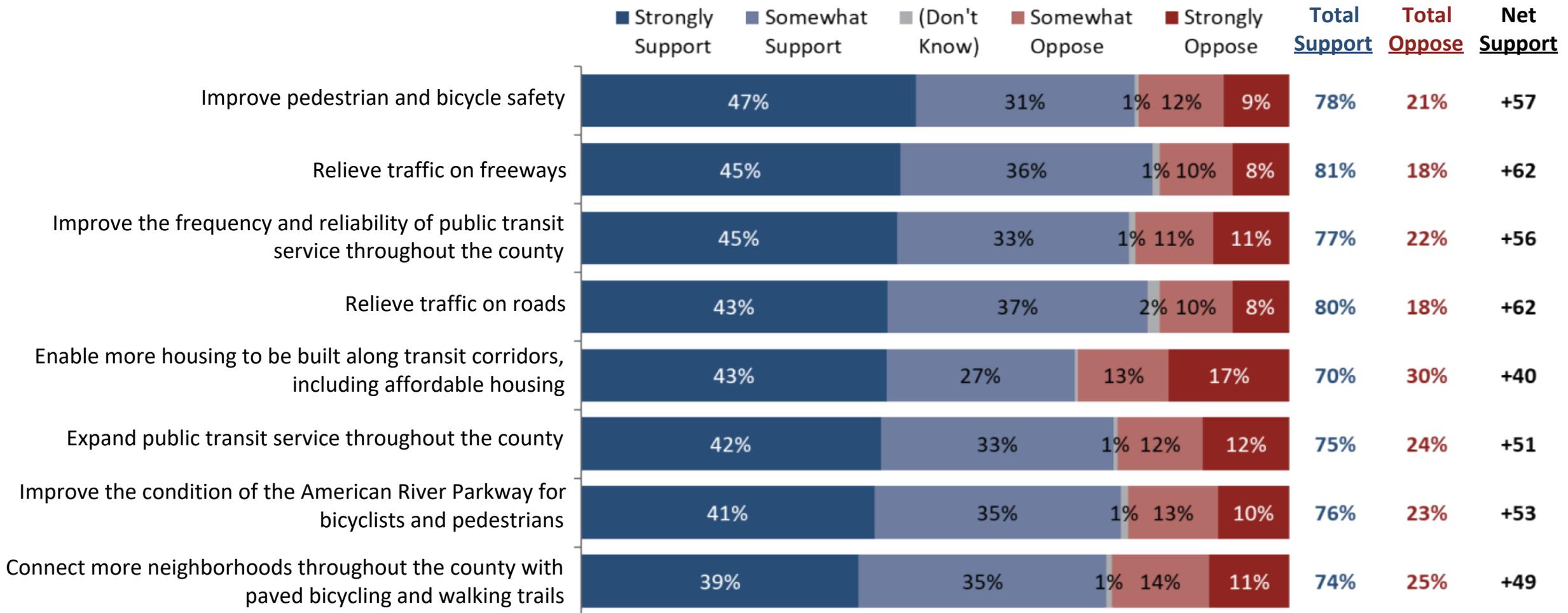
*Making fares affordable and fixing critical infrastructure resonate intensely with voters.*



Q7-Q29. Now I'm going to read you a list of things the Sacramento County transportation improvement measure might fund. After each please tell me if you support or oppose that particular item.

# Potential Funding Elements

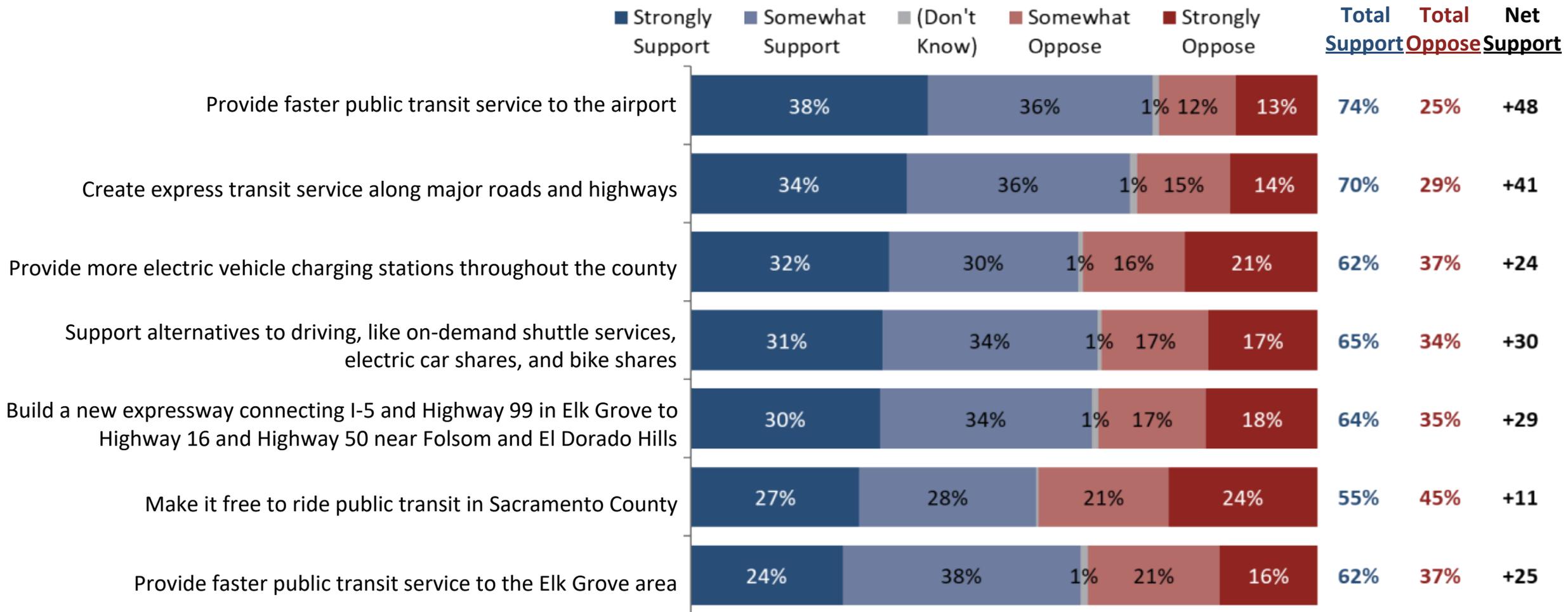
*Relieving traffic on roads and freeways receive a large majority of support, as do items related to public transit, biking, and walking.*



Q7-Q29. Now I'm going to read you a list of things the Sacramento County transportation improvement measure might fund. After each please tell me if you support or oppose that particular item.

# Potential Funding Elements

*A majority of voters support each potential element, though intensity is lower.*



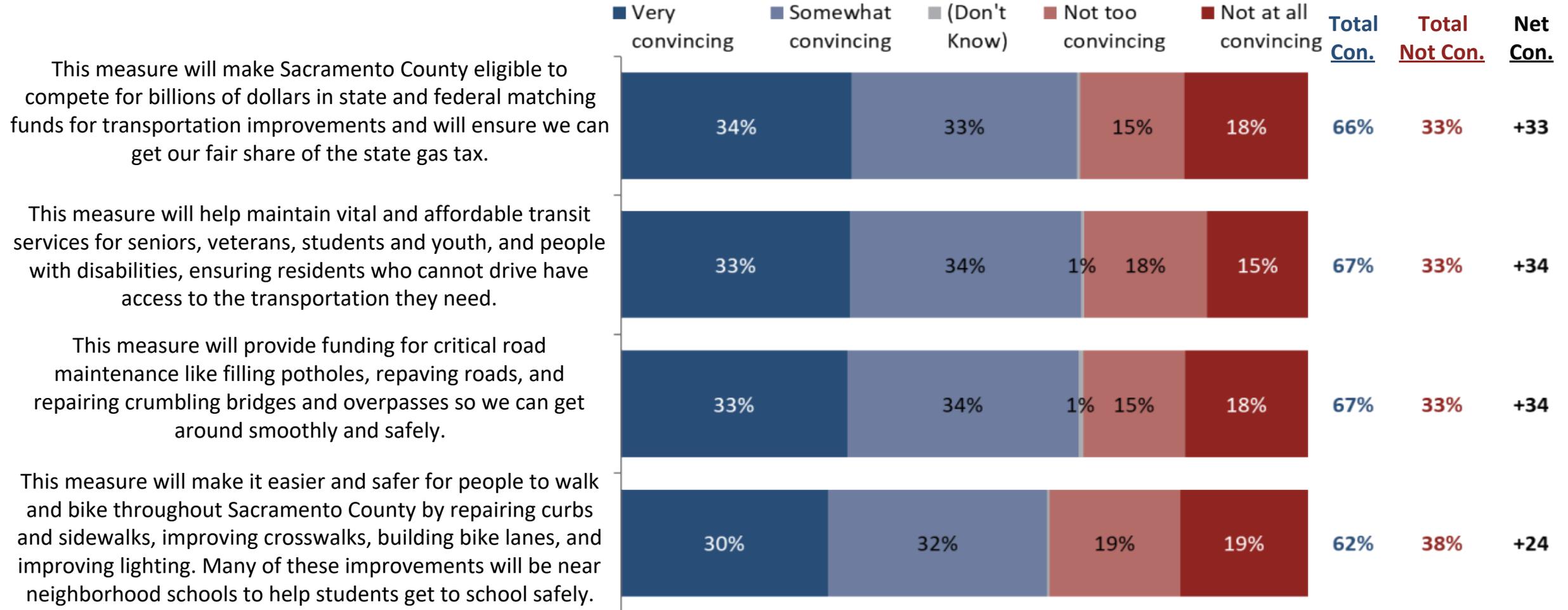
Q7-Q29. Now I'm going to read you a list of things the Sacramento County transportation improvement measure might fund. After each please tell me if you support or oppose that particular item.



**Additional Information**

# Additional Information

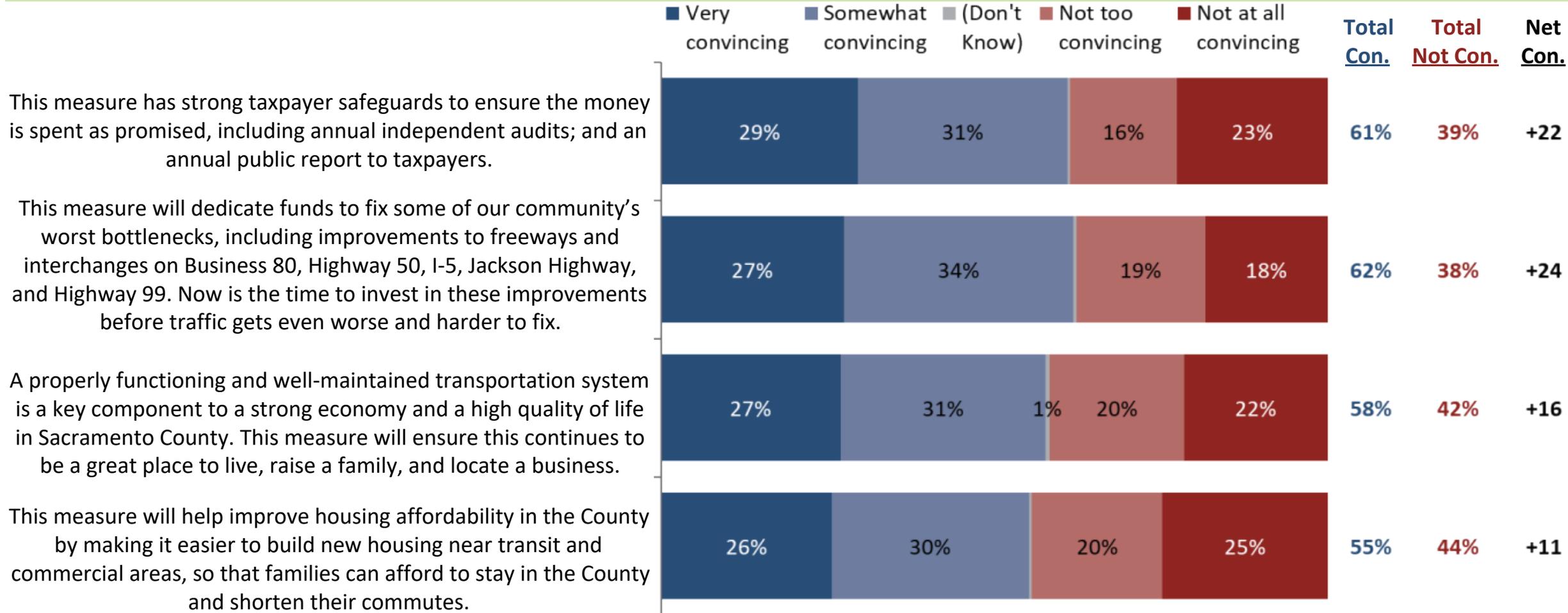
*Eligibility for state and federal funding, access for seniors, funding critical road projects, and making it safer to walk and bike are popular with respondents.*



Q32-43. Now, I'm going to read you some statements from people who support the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote for the measure – very convincing, somewhat convincing, not too convincing, or not at all convincing.

# Additional Information

*Taxpayer safeguards, reducing traffic, economic benefits, and building housing near transit receive a large majority of support.*



Q32-43. Now, I'm going to read you some statements from people who support the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote for the measure – very convincing, somewhat convincing, not too convincing, or not at all convincing.

# Additional Information

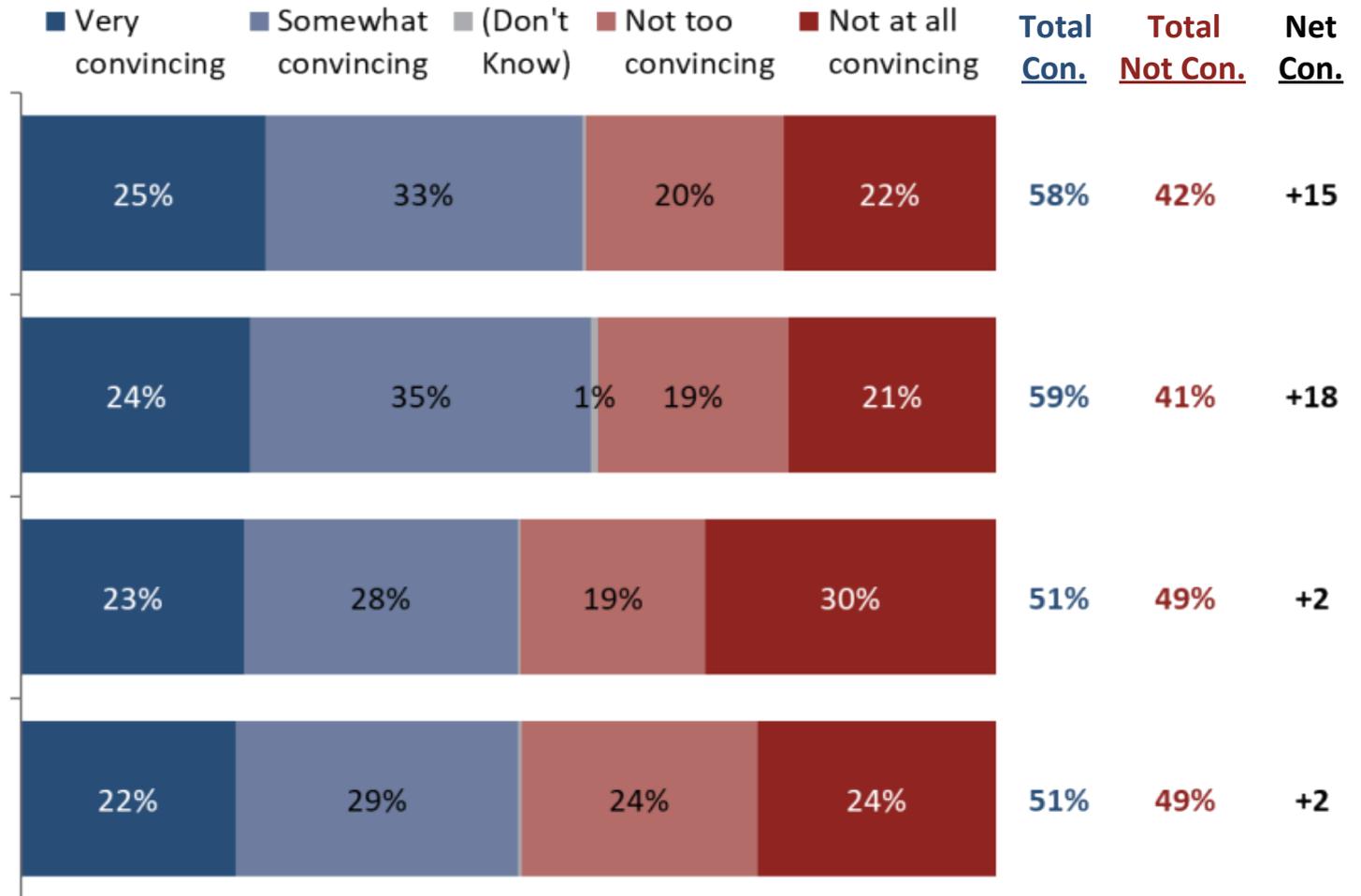
*All messages receive majority support, though some with less intensity.*

This measure will invest in significant improvements to our local light rail and bus system, including more frequent service to more places, which will relieve traffic congestion, improve local air quality, and enable people to get around without having to rely on their cars.

This measure will support more than 3,300 good paying jobs annually in the County. We have learned from past recessions that we can't count on the state or federal government to bail us out.

This measure will make Sacramento a leader in innovative transportation programs that reduce greenhouse gas emissions, improve local air quality, and create real alternatives to driving alone.

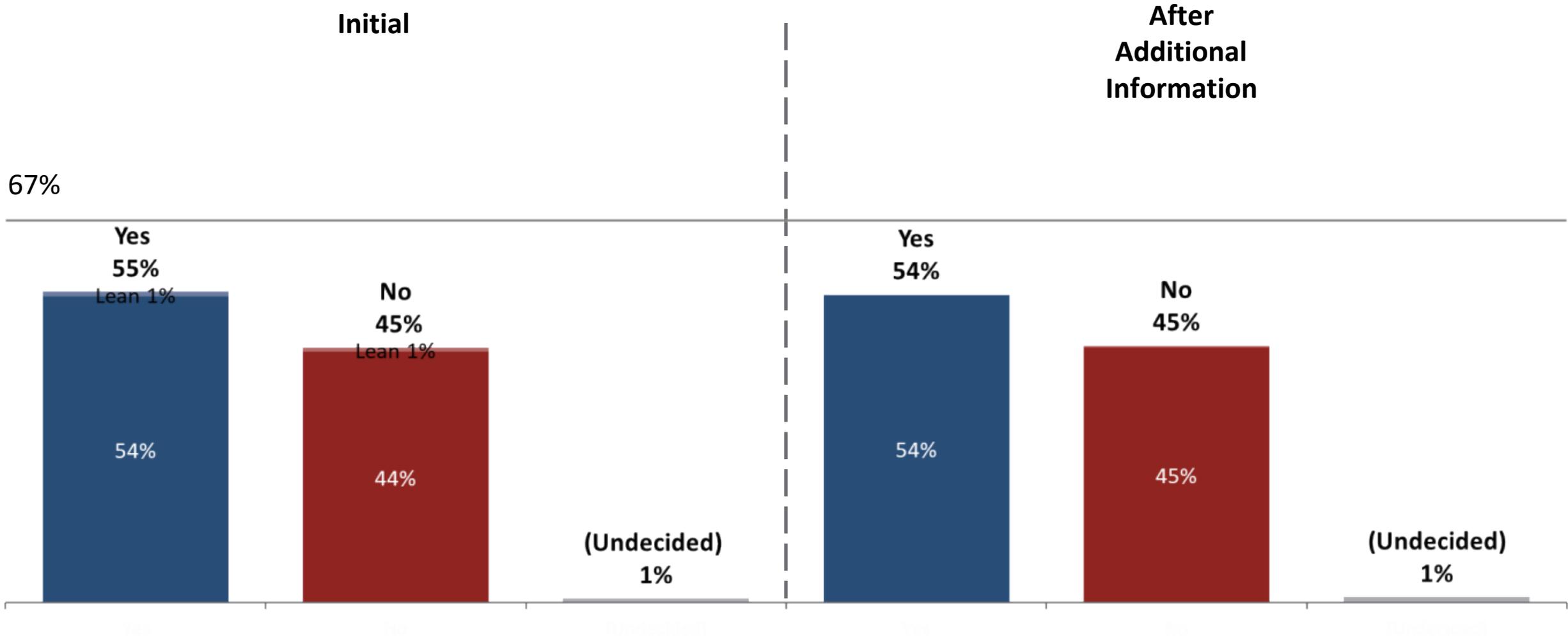
This measure will invest in dedicated transit-only lanes along critical commute corridors so that people riding transit aren't stuck in the same traffic they would be if they drove their cars.



Q32-43. Now, I'm going to read you some statements from people who support the proposed measure. After each one, please tell me how convincing that statement is as a reason to vote for the measure – very convincing, somewhat convincing, not too convincing, or not at all convincing.

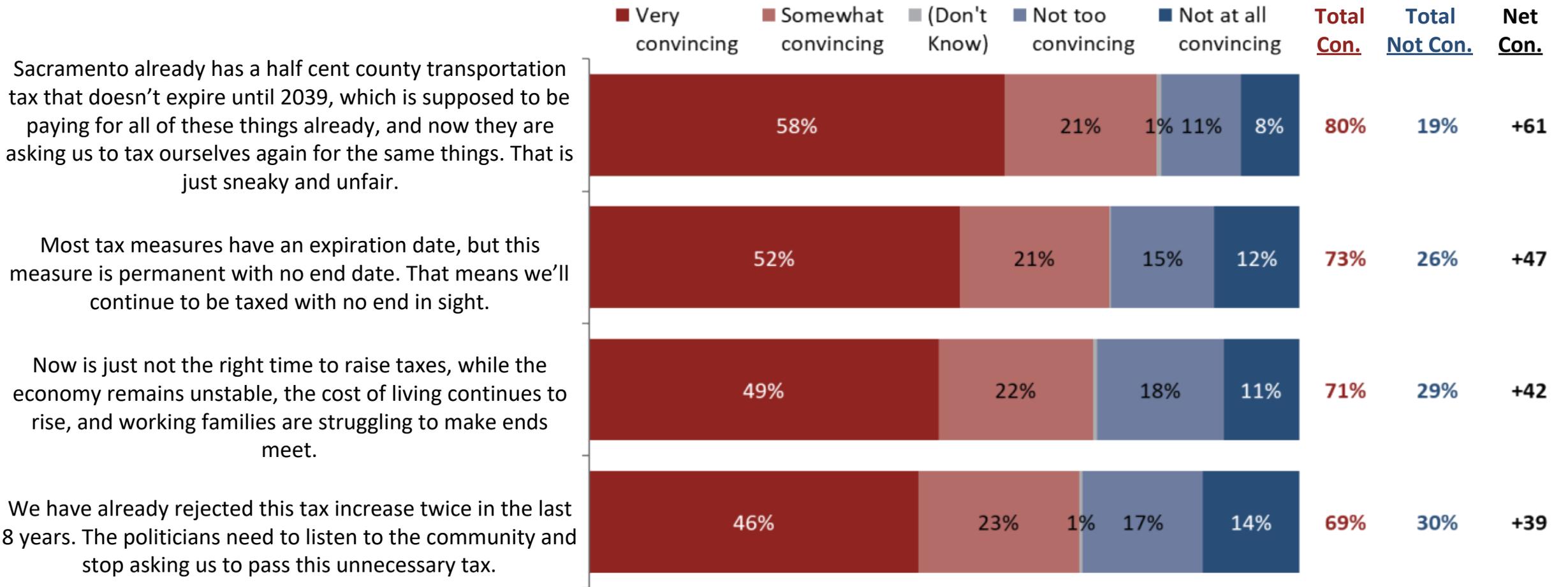
# Vote After Additional Information

*Additional information does not impact support for the measure.*



# Opposition Messaging

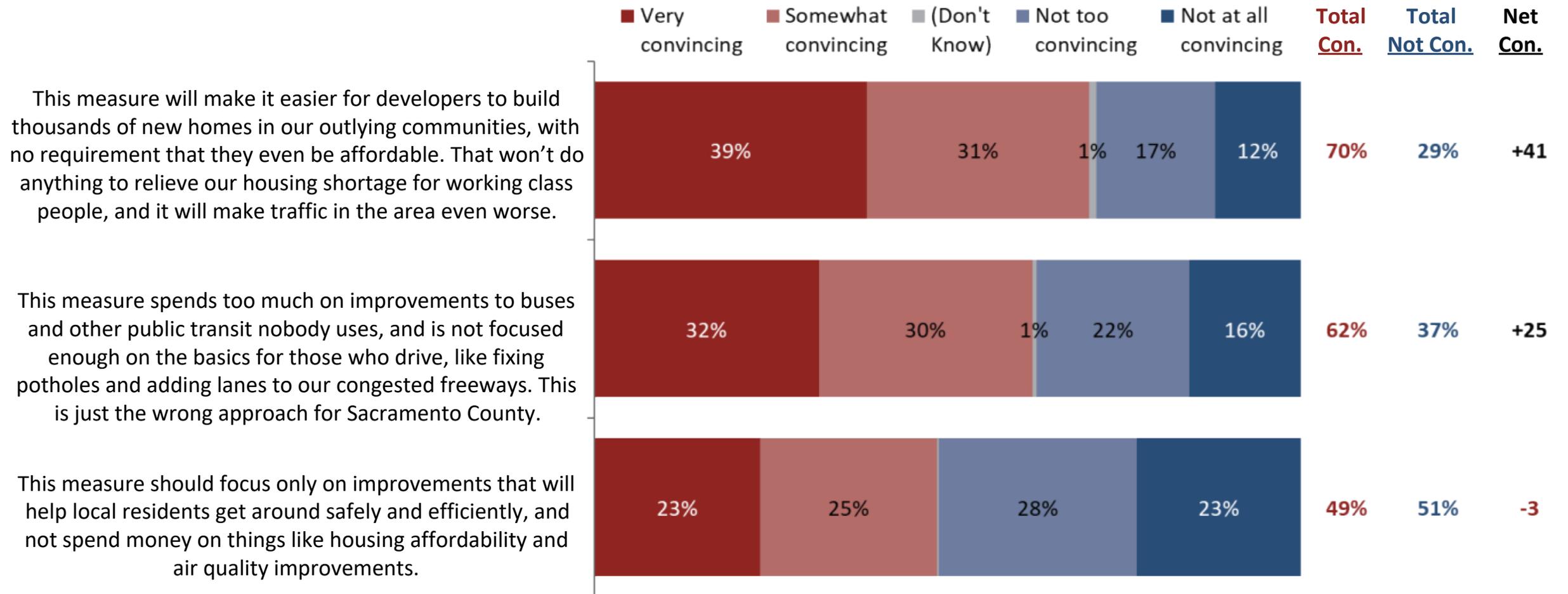
*Messages that attack the tax for being too much, not having an end date, and having already failed are very convincing to voters.*



Q45-51. Next, I'd like to read you some statements from people who oppose the measure. After each one, please tell me if that is a very convincing, somewhat convincing, not too convincing, or not at all convincing reason to vote against this proposed measure.

# Opposition Messaging

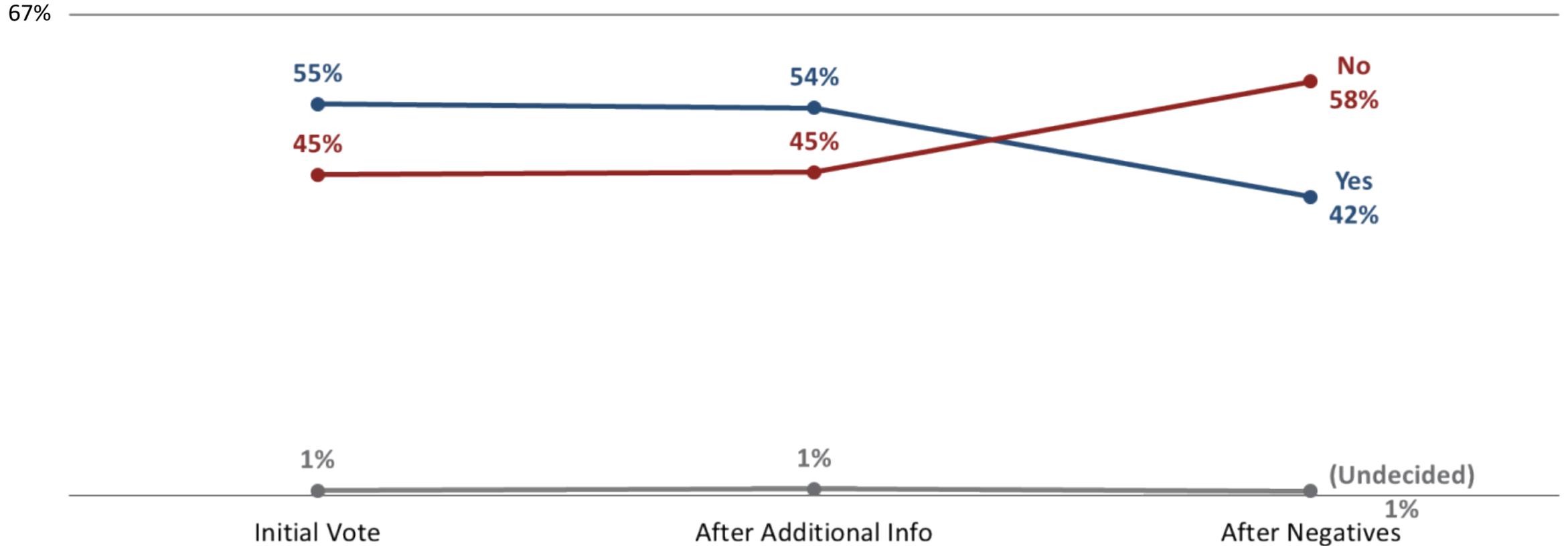
*Messages about the impacts of the tax or how it would be spent are less convincing, but still resonate widely.*



Q45-51. Next, I'd like to read you some statements from people who oppose the measure. After each one, please tell me if that is a very convincing, somewhat convincing, not too convincing, or not at all convincing reason to vote against this proposed measure.

# Final Vote

*Opposition messaging is effective at driving support down and opposition up.*



Q6/Q44/Q52. Now that you've heard more, if the election were held today, would you vote yes to approve or no to reject this measure?



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**SACRAMENTO TRANSPORTATION AUTHORITY  
MEETING DATE:**

**THURSDAY, SEPTEMBER 14, 2023**

**NO MATERIAL**

**Comments Of Authority Members**