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Napa County and Cities

NICK JOSEFOWITZ, VICE CHAIR  
San Francisco Mayor's Appointee

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Cities of Santa Clara County

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San Francisco Bay Conservation  
and Development Commission

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San Mateo County

CINDY CHAVEZ  
Santa Clara County

DAMON CONNOLLY  
Marin County and Cities

CAROL DUTRA-VERNACI  
Cities of Alameda County

DINA EL-TAWANSY  
California State  
Transportation Agency

VICTORIA FLEMING  
Sonoma County and Cities

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U.S. Department of Transportation

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Contra Costa County

SAM LICCARDO  
San Jose Mayor's Appointee

NATE MILEY  
Alameda County

GINA PAPAN  
Cities of San Mateo County

DAVID RABBITT  
Association of Bay Area Governments

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City and County of San Francisco

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JAMES P. SPERING  
Solano County and Cities

AMY R. WORTH  
Cities of Contra Costa County

VACANT  
U.S. Department of Housing  
and Urban Development

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THERESE W. MCMILLAN  
Executive Director

ALIX BOCKELMAN  
Deputy Executive Director, Policy

ANDREW B. FREMIER  
Deputy Executive Director, Operations

BRAD PAUL  
Deputy Executive Director  
Local Government Services

December 15, 2021

RE: 2021 Regional Measure 3 Annual Report to the Legislature

Dear Recipients:

The attached 2021 Regional Measure 3 (RM3) Annual Report to the Legislature, pursuant to California Streets and Highways Code Section 30923(i), is a report on the status of the projects and programs funded pursuant to Streets and Highways Code Section 30914.7. In conformance with Section 9795 of the Government Code, the report is being distributed to the Secretary of the Senate, the Chief Clerk of the Assembly, and the Legislative Counsel.

The report's contents are summarized below. Please see the report and its attachments for further detail, and do not hesitate to contact me with any questions.

1. Toll Implementation: pursuant to SHC § 30916(c)(1), toll schedule adopted in December 2018. First dollar of RM3 toll increase implemented effective Jan. 1, 2019; second dollar increase will be implemented effective Jan 1, 2022.
2. Revenue Collection and Escrow: collected RM3 funds are being deposited in an escrow account.
3. Current Litigation: the California Supreme Court has granted review of the combined lawsuits against the measure.
4. Independent Oversight Committee Formation and Membership: committee established pursuant to SHC § 30923(h); representatives have been appointed to the committee by applicable county boards of supervisors.
5. Adoption of Policies and Procedures: policies and procedures for implementing the RM3 capital program were adopted by the Commission.
6. Letters of No Prejudice: Letters of No Prejudice have been issued to allow project sponsors to move projects forward with alternate funds.

Sincerely,

Therese W. McMillan  
Executive Director

2021 Regional Measure 3 Annual Report to the Legislature Recipients

Ms. Erika Contreras  
Secretary of the Senate  
State Capitol, Room 3044  
Sacramento, CA 95814

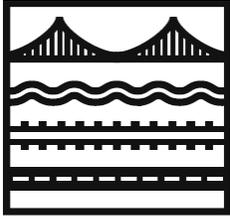
Ms. Sue Parker  
Chief Clerk  
California State Assembly  
Via email to:  
[Sue.Parker@asm.ca.gov](mailto:Sue.Parker@asm.ca.gov)  
And  
[Amy.Leach@asm.ca.gov](mailto:Amy.Leach@asm.ca.gov)

Mr. Aaron D. Silva  
Chief Deputy Legislative  
Counsel of California  
Via email to:  
[agency.reports@lc.ca.gov](mailto:agency.reports@lc.ca.gov)

TM:AS

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Attachment: 2021 Regional Measure 3 Annual Report to the Legislature



# Regional Measure 3

## Annual Report to the Legislature

### 2021

The following report is the 2021 Regional Measure 3 (“RM3”) Annual Report to the Legislature, as required by California Streets and Highways Code (“SHC”), Section 30923(i), on the status of projects and programs funded pursuant to Section 30914.7 (“RM3 Expenditure Plan”). The report consists of the following sections:

1. Toll Implementation
2. Revenue Collection and Escrow
3. Current Litigation
4. Independent Oversight Committee Formation and Membership
5. Adoption of Policies and Procedures
6. Letters of No Prejudice

#### **1. Toll Implementation**

Pursuant to SHC Section 30916(c)(1), on December 19, 2018, BATA adopted the toll schedule for state-owned toll bridges in the Bay Area, incorporating the three-dollar RM3 phased-in toll increase, with the first dollar increase effective January 1, 2019 ([Attachment A, BATA Resolution No. 128](#)). The second dollar increase will become effective January 1, 2022. The toll schedule also incorporates the Fastrak® Electronic Toll Collection RM3 Toll Discount for vehicles crossing more than one bridge on the same calendar day during commute hours, and updates the high-occupancy vehicles rates to incorporate RM3 increases.

#### **2. Revenue Collection and Escrow**

On December 19, 2018, BATA approved escrow arrangements relating to bridge tolls collected pursuant to RM3, including a form of escrow agreement for the purpose of establishing and administering an escrow account for such purposes ([Attachment B, BATA Resolution No. 129](#)). Collected RM3 funds are being deposited in the established escrow account; as of September 2021, the account contains approximately \$276 million.

#### **3. Current Litigation**

On July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action entitled *Howard Jarvis Taxpayers Assn., et al. v. The Bay Area Toll Authority, et al.*, San Francisco Superior Court Case No. CGC-18-567860, seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3. Judgment was entered in favor of the defendants.

On August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action entitled Randall Whitney v. Metropolitan Transportation Commission, San Francisco Superior Court Case No. CPF-18-516276 , asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval. Judgment was entered in favor of the defendant.

The Plaintiffs in both cases appealed, and the cases were consolidated in the California 1<sup>st</sup> Court of Appeal (Case Nos. A157598 and A157972). The Court of Appeal upheld the trial court's decision to dismiss the cases. After the Plaintiffs' petition for a rehearing was denied, they appealed to the California Supreme Court for review.

In October 2020, the Supreme Court granted Plaintiffs' petition for review but deferred briefing until it hears and decides an appeal for a related action, Robert Zolly et al. v City of Oakland. The Zolly case was fully briefed in Spring 2021 and we are awaiting the Court's decision in that case. .

MTC does not anticipate approving any allocations of RM3 funds until and unless the litigation has reached a final, non-appealable resolution in favor of RM3.

#### **4. Independent Oversight Committee Formation and Membership**

Pursuant to SHC Section 30923(h), BATA established the RM3 Independent Oversight Committee on June 26, 2019 ([Attachment C, BATA Resolution No. 131, Revised](#)). Also pursuant to statute, representatives have been appointed to the committee by applicable county boards of supervisors, subject to certain eligibility criteria. Appointed members have been added to the committee roster attached to BATA Resolution No. 131, Revised.

As of December 2021, BATA has received RM3 Independent Oversight Committee appointees from seven of the nine Bay Area counties. The committee has not yet convened a meeting, as no expenditures have been made with RM3 funds.

#### **5. Adoption of Policies and Procedures**

On December 18, 2019, MTC approved the RM3 Policies and Procedures (Attachment D, MTC Resolution No. 4404). The Policies and Procedures include guidance for implementing the RM3 capital program; guidance for the operating program will be proposed for inclusion at a later date.

Until and unless RM3 litigation is resolved favorably, approved Regional Measure 3 Policies and Procedures will likely only be used in practice to issue Letters of No Prejudice.

## 6. Letters of No Prejudice

The adopted RM3 Policies and Procedures include an option for MTC to approve Letters of No Prejudice (LONPs) to allow project sponsors to move projects forward with alternate funds, at-risk, while maintaining RM3 eligibility if and when RM3 funds are available. On March 25, 2020, MTC approved Resolution No. 4412 (Attachment E), which enables MTC to issue LONPs for RM3 projects. LONPs are issued at the request of project sponsors and specify the amount and scope for which RM3 eligibility will be preserved and the alternate funding source to be used in place of RM3 funds. The first LONP was approved in March 2020, and as of December 2021, 16 LONPs have been issued in total.



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Therese W. McMillan, Executive Director  
Bay Area Toll Authority

### **Attachments**

- A. BATA Resolution No. 128 (Toll schedule for the state-owned toll bridges in the Bay Area)
- B. BATA Resolution No. 129 (RM3 bridge toll revenues escrow arrangements)
- C. BATA Resolution No. 131, Revised (RM3 Independent Oversight Committee establishment and membership)
- D. MTC Resolution No. 4404 (RM3 Policies and Procedures)
- E. MTC Resolution No. 4412, Revised (RM3 Letters of No Prejudice)

*Note for BATA Oversight Committee and Authority: Attachments listed above will be included in submission of report to the Secretary of the Senate, Chief Clerk of the Assembly, and Legislative Counsel.*

**Regional Measure 3 Annual Report to the  
Legislature**

**Attachment A**

BATA Resolution No. 128

Toll schedule for state-owned toll bridges in the Bay Area

Date: December 19, 2018  
W.I.: 1252  
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 128

This resolution adopts the toll schedule for the state-owned toll bridges in the Bay Area.

Discussion of this action is contained in the Executive Director's Memorandum to BATA, dated November 21, 2018 and the Deputy Executive Director's Memorandum to the BATA Oversight Committee, dated December 5, 2018.

Date: December 19, 2018  
W.I.: 1252  
Referred by: BATA Oversight

RE: Toll Schedule for the State Owned Toll Bridges in the Bay Area

BAY AREA TOLL AUTHORITY  
RESOLUTION NO. 128

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, pursuant to Section 30923 of the Code a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, in accordance with subsection (c)(1) of Section 30916 of the California Streets and Highways Code (the “Code”), the Authority may, beginning six months after the election approving Regional Measure 3, phase in the toll increase over a period of time; and

WHEREAS, in accordance with subsection (d) of Section 30916 of the Code, prior to adopting the toll schedule reflecting the increased toll charges authorized by Regional Measure 3, a public hearing was held during the Authority's meeting on November 28, 2018, and the Authority received and reviewed public comments; and

WHEREAS, in accordance with subsections (c) and (d) of Section 30918 of the Code, the Authority's toll structure for the Bridge System may vary from bridge to bridge and may include discounts for vehicles classified by the Authority as high-occupancy vehicles, notwithstanding any other law; and

WHEREAS, in accordance with subsection (c)(2) of Section 30918 of the Code, the Authority shall provide a 50-percent discount on the amount of the toll increase approved by Regional Measure 3 on the second bridge crossing for those commuters using a two-axle vehicle who pay tolls electronically or through other noncash methods and who cross two bridges specified in Section 30910 of the Code during commute hours (the "Regional Measure 3 Toll Discount"); and

WHEREAS, based on the foregoing, the Authority shall phase in the toll increases approved pursuant to Regional Measure 3 over a period of time, as specified in the adopted toll schedule; now, therefore, be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that pursuant to subsections (c) and (d) of Section 30918 of the Code, the Authority hereby classifies the following as high-occupancy vehicles for the purpose of the Authority's toll schedule: (1) two-axle vehicles (without trailer(s)) carrying three or more persons; (2) two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo Bridge; (3) two-axle vehicles (without trailers(s)) designed by the

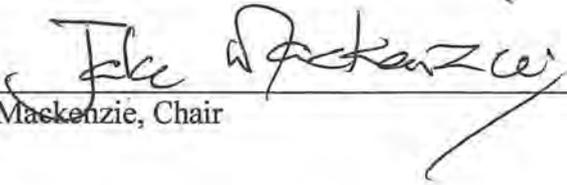
manufacturer to be occupied by no more than two persons, carrying two persons; and (4) motorcycles; and be it further

RESOLVED, that the Authority hereby adopts the attached toll schedule, effective on January 1, 2019 and that the toll schedule previously adopted by the Authority pursuant to Resolution No. 90 remains effective until superseded pursuant to this Resolution on January 1, 2019; and be it further

RESOLVED, that the Chair of the Authority, the Vice Chair of the Authority, the Executive Director, the Chief Financial Officer, and other appropriate officers of the Authority, be and they are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all certificates, documents, amendments, instructions, orders, representations and requests, and to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, to implement the toll schedule adopted in this Resolution and otherwise effectuate the actions that the Authority has approved in this Resolution; and be it further

RESOLVED, that this Resolution shall take effect from and after its adoption.

BAY AREA TOLL AUTHORITY

  
\_\_\_\_\_  
Jake Mackenzie, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in San Francisco, California, on December 19, 2018

## Attachment A

### BATA Resolution No. 128

# BAY AREA TOLL AUTHORITY TOLL SCHEDULE FOR TOLL BRIDGES (EFFECTIVE JANUARY 1, 2019)

## BRIDGES AND TOLLS

### • 2 AXLE VEHICLES

- Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, and San Mateo-Hayward Bridge
  - Effective January 1, 2019 through December 31, 2021:
    - 2 axle vehicles— regular toll: \$6.00
  - Effective January 1, 2022 through December 31, 2024:
    - 2 axle vehicles— regular toll: \$7.00
  - Effective January 1, 2025:
    - 2 axle vehicles— regular toll: \$8.00
  
- San Francisco-Oakland Bay Bridge
  - Effective January 1, 2019 through December 31, 2021:
    - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$5.00
    - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$7.00
    - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$6.00
  - Effective January 1, 2022 through December 31, 2024:
    - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$6.00
    - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$8.00
    - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$7.00

- Effective January 1, 2025:
  - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$7.00
  - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$9.00
  - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday—regular toll: \$8.00

- **MULTI-AXLE VEHICLES**

- All Bridges

- Effective January 1, 2019 through December 31, 2021:

3 axles	\$16.00
4 axles	\$21.00
5 axles	\$26.00
6 axles	\$31.00
7 axles or more	\$36.00

- Effective January 1, 2022 through December 31, 2024:

3 axles	\$17.00
4 axles	\$22.00
5 axles	\$27.00
6 axles	\$32.00
7 axles or more	\$37.00

- Effective January 1, 2025:

3 axles	\$18.00
4 axles	\$23.00
5 axles	\$28.00
6 axles	\$33.00
7 axles or more	\$38.00

- Toll is based on the total number of axles on the roadway in a vehicle combination. Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
- Motorcycles are classified as 2 axle vehicles.
- Tolls are collected eastbound only on Antioch Bridge, Benicia-Martinez Bridge, and Carquinez Bridge and westbound only on Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge, and San Mateo-Hayward Bridge.

## **FASTRAK<sup>®</sup> ELECTRONIC TOLL COLLECTION**

- Payment of tolls on the bridges can be made electronically using FasTrak<sup>®</sup>.
- For information about FasTrak<sup>®</sup>, go to [www.511.org](http://www.511.org) or call the FasTrak<sup>®</sup> Customer Service Center at 877-BAY-TOLL (877-229-8655).

## **FASTRAK<sup>®</sup> ELECTRONIC TOLL COLLECTION REGIONAL MEASURE 3 TOLL DISCOUNT**

### All Bridges

- A vehicle crossing more than one bridge on the same calendar day during commute hours is eligible for the Regional Measure 3 (RM3) toll discount as follows:
  - If a single tolled bridge crossing (referred to herein as a “trip”) occurs during the morning commute hours and then one or more trips occur during the afternoon commute hours, the vehicle will receive a discount on the second trip (i.e. the first trip during afternoon commute hours) for that day.
  - If two or more tolled trips for a vehicle occur during the morning commute hours, the discount will be given to the second trip only.
  - If two or more tolled trips for a vehicle occur during the afternoon commute hours, the discount will be given to the second trip only.
  - A maximum of one morning discount and one afternoon discount can be applied to the same vehicle for the day.
- Commute hours are Monday through Friday
  - Morning commute hours are 5 a.m. through 10 a.m.
  - Afternoon commute hours are 3 p.m. through 7 p.m.
- Applies to 2-axle vehicles only.
- Trips must be on any of the following State-owned bridges: Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge and San Mateo-Hayward Bridge.
- Tolls from both trips must be collected using the FasTrak<sup>®</sup> electronic toll collection system as follows:
  - Using the same vehicle license plate or the same transponder associated with a Bay Area FasTrak<sup>®</sup> account. Using the same vehicle license plate associated with a Bay Area license plate image based account (i.e. License Plate Account, One Time Payment Account)
  - Tolls paid using cash are excluded from being considered as the first or second

trip for the purpose of receiving the RM3 toll discount.

- The discount is not eligible for FasTrak<sup>®</sup> account holders registered with toll operating agencies outside of the San Francisco Bay Area.
- The RM3 toll discount applies to the toll incurred on the second trip. The amount of the discount is based on the toll rate of the second trip alone. The amount paid for the toll for the first trip has no bearing on the amount of the discount on the toll for the second trip.
- If the second trip is a full fare toll, the RM3 toll discount amount will be:
  - Effective January 1, 2019 through December 31, 2021: \$0.50
  - Effective January 1, 2022 through December 31, 2024: \$1.00
  - Effective January 1, 2025: \$1.50
- If the second trip is a carpool discounted toll, the RM3 toll discount amount will be:
  - Effective January 1, 2019 through December 31, 2021: \$0.25
  - Effective January 1, 2022 through December 31, 2024: \$0.50
  - Effective January 1, 2025: \$0.75

#### **COMMUTE BUSES AND VANPOOL VEHICLES**

- A commute bus or a vanpool vehicle may cross toll-free at any time in designated lane(s), in accordance with Authority operational procedures. Passage through staffed lanes requires a toll-free commute bus ticket or non-revenue FasTrak<sup>®</sup> toll tag issued by the Authority, or an axle-based toll will be charged.
- A commute bus is a vehicle that is:
  - (1) designed, used or maintained for the transportation of more than 10 persons including the driver;
  - (2) operated across a state-owned toll bridge on a route commencing and terminating within a radius of 50 miles from the toll collection point of such bridge; and
  - (3) operated on a regular schedule for any municipal or public corporation, transit district, public utility district, political subdivision or private company for the nonprofit work-related transportation of its employees or by any transportation company operating under a certificate of public convenience and necessity issued by the California Public Utilities Commission.
- A vanpool vehicle is a vehicle that is operating under the provisions of current ridesharing laws and regulations, and designed for carrying more than 10 but not more than 15 persons including the driver, that is maintained and used primarily for the

nonprofit work-related transportation of persons for the purpose of ridesharing.

### **HIGH-OCCUPANCY VEHICLES**

- The Bay Area Toll Authority grants reduced-rate passage on the above bridges for vehicles classified by it as high-occupancy vehicles that use FasTrak® to pay the toll.
  - The reduced rate is as follows:
    - Effective January 1, 2019 through December 31, 2021: \$3.00
    - Effective January 1, 2022 through December 31, 2024: \$3.50
    - Effective January 1, 2025: \$4.00
- The reduced rate applies only as follows: between 5 a.m. and 10 a.m. Monday through Friday and between 3 p.m. and 7 p.m. Monday through Friday on all bridges.
- The following vehicles are classified as high-occupancy vehicles:
  - (1) Two-axle vehicles (without trailer(s)) carrying three or more persons;
  - (2) Two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo-Hayward Bridge; and
  - (3) Two-axle vehicles (without trailers(s)) designed by the manufacturer to be occupied by no more than two persons, carrying two persons.
  - (4) Motorcycles.
- Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
- To qualify, high-occupancy vehicles are required to use designated carpool lanes.
- If designated staffed lanes are provided for use by high-occupancy vehicles on any bridge, the high-occupancy vehicles must make cash payment of the reduced-rate passage toll in those lanes.
- So long as it is permitted by law, hybrid vehicles displaying an eligible sticker issued by the California Department of Motor Vehicles may use the carpool lanes on the bridges during designated carpool hours at the reduced rate for carpools.

### **INHERENTLY-LOW-EMISSION VEHICLES**

- The Bay Area Toll Authority grants reduced rate passage on the above bridges to inherently-low-emission vehicles with DMV-issued decals, such as electric cars, that use FasTrak® to pay the toll.
- The reduced rate is the same as the reduced rate for high-occupancy vehicles and applies only during the hours when the reduced rate applies to high-occupancy vehicles.

## **PEDESTRIANS AND BICYCLISTS**

- Any bridge that has lanes or pathways designated for pedestrian or bicycle use may be crossed toll-free by pedestrians and bicyclists in those lanes or pathways in accordance with Authority operational procedures.

## **VEHICLE DEFINITIONS FOR BRIDGE TOLL ASSESSMENT**

- "Motorcycle" means any motor vehicle having a seat or saddle for the use of the rider, with up to four wheels in contact with the roadway, two of which are a functional part of a sidecar.
- "Seating capacity"- if individual seats are provided, the number of such seats shall be used in determining the seating capacity. If individual seats are not used, seating capacity shall be determined on the basis of 17 inches of seat width per person.
- "Vehicle combination" shall include any combination of motor-driven and drawn vehicle(s). Toll assessment will be based on the total number of axles on the roadway in the total combination.
- "Trailer" means any vehicle, including semi-trailer, designed for carrying persons or property and for being drawn by a motor vehicle.

**Regional Measure 3 Annual Report to the  
Legislature**

**Attachment B**

BATA Resolution No. 129

RM3 bridge toll revenues escrow arrangements

Date: December 19, 2018  
W.I.: 1252  
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 129

This resolution approves escrow arrangements relating to certain bridge toll revenues to be collected beginning January 1, 2019, including a form of escrow agreement for the purpose of establishing and administering an escrow account for such purposes.

Discussion of this action is contained in the Executive Director's Memoranda to BATA, dated November 21, 2018 and December 19, 2018 and the Deputy Executive Director's Memorandum to the BATA Oversight Committee, dated December 11, 2018.

Date: December 19, 2018  
W.I.: 1252  
Referred by: BATA Oversight

RE: Escrow Arrangements for Toll Bridge Revenues

BAY AREA TOLL AUTHORITY  
RESOLUTION NO. 129

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action, entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority now desires to establish an escrow account (the “Escrow Account”) with an escrow agent (the “Escrow Agent”) for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority, such amounts to be held in the Escrow Account until each of the RM3 Challenges has reached a final, non-appealable resolution and further action consistent with such final, non-appealable resolutions is taken by this Board; and

WHEREAS, the Authority now desires to enter into an Escrow Agreement, dated as of January 1, 2019 (the “Escrow Agreement”), with MUFG Union Bank, N.A., as Escrow Agent, to administer the Escrow Account and to hold, invest and distribute the proceeds of such Regional Measure 3 bridge toll revenues as provided therein; now, therefore, be it

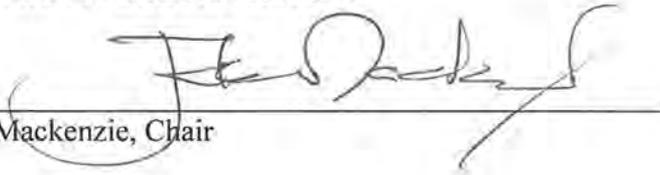
RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that the Authority hereby authorizes the execution of the Escrow Agreement, in substantially the form attached hereto as Attachment A, with such additions thereto or changes therein as the Executive Director or the Chief Financial Officer executing the same, with the advice of General Counsel to the Authority, may require or approve (the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Escrow Agreement); and be it further

RESOLVED, that the Executive Director, the Chief Financial Officer, and other appropriate officers of the Authority, be and they are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all certificates, documents, amendments, instructions, orders, representations and requests, and to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, to establish and fund the Escrow Account that the Authority has approved in this Resolution and to carry out, consummate and perform the duties of the Authority set forth in the Escrow Agreement and all other documents executed in connection with the Escrow Account, including to provide for substitute or successor escrow agents; and be it further

RESOLVED, that this Resolution shall take effect from and after its adoption.

BAY AREA TOLL AUTHORITY

  
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Jake Mackenzie, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in San Francisco, California, on December 19, 2018

**Attachment A**

**BATA Resolution No. 129**

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT dated as of January 1, 2019 (the “Escrow Agreement”) between the BAY AREA TOLL AUTHORITY, a public entity duly existing under the laws of the State of California (the “Authority”) and MUFG UNION BANK, N.A., a national banking association duly organized and existing under the laws of the United States of America, as escrow agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Authority was created pursuant to Sections 30950 et seq. of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action,

entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority intends to establish an Escrow Account (as defined herein) with the Escrow Agent for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority until each of the RM3 Challenges has reached a final, non-appealable resolution; and

WHEREAS, the Authority intends to deposit such SB 595 Increases from time to time in the Escrow Account created hereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1 Appointment of Escrow Agent. The Authority hereby appoints the Escrow Agent to act as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

Section 2 Establishment of Escrow Account. The Escrow Agent will open and maintain an escrow account on the terms and conditions set forth herein (the “Escrow Account”). The Escrow Funds (as defined below) held in the Escrow Account will not bear interest independently of the interest, dividends and other distributions and payments that may arise from Permitted Investments (as defined below) made pursuant to Section 5 hereof.

Section 3 Wire Instructions. Wire transfer instructions for sending the Escrow Funds, as hereinafter defined, to the Escrow Agent are set forth in Schedule IV.

Section 4 Deposits into the Escrow Account. The Authority will make deposits on at least a weekly basis with the Escrow Agent of revenues derived from the SB 595 Increases collected pursuant to the Code (the “Escrow Funds”), which Escrow Funds will be held by the Escrow Agent under the terms and conditions set forth herein. The Escrow Funds, plus all interest, dividends and other distributions and payments thereon received by the Escrow Agent from time to time, less any property distributed and/or disbursed in accordance with this Escrow Agreement from time to time, are collectively referred to hereinafter as the “Escrow Property”. The Escrow Agent will have no duty to solicit delivery of the Escrow Funds. For purposes of this Escrow Agreement “Business Day” will mean any day MUFG Union Bank, N.A. is open for business at the address set forth herein, excluding Saturdays and Sundays.

Section 5 Investment of the Escrow Property.

(a) As soon as practicable after the receipt thereof, the Escrow Agent will cause the Escrow Property to be invested in such Permitted Investments (as defined below) as may be specified in writing from time to time by an authorized person as set forth on Schedule II attached hereto (“Authorized Investment Representative”). For the avoidance of doubt, the Authorized Investment Representative will provide instructions regarding investing of the Escrow Property per this Section 5 only, and is acting in accordance and with the knowledge and wishes of the Authority. During the term of this Escrow Agreement, the Authority will bear and retain the sole responsibility for the selection of the investments of the Escrow Property and all risks from any such investments, and any and all liabilities and risks associated with the Authorized Investment Representative providing such investment instructions to the Escrow Agent.

(b) “Permitted Investments” shall have the meaning ascribed to such term in that certain Master Indenture, dated as of May 1, 2001, by and between the Authority and MUFG Union Bank, N.A., as trustee, as it has been, and may in the future be, amended from time to time (collectively, the “Indenture”):

(c) If the Escrow Agent does not receive written instructions for the Escrow Property, the Escrow Property shall remain uninvested with no liability for interest. Escrow Agent acknowledges that, as of the date of this Escrow Agreement, it has received standing investment instructions from the Authority, in the form attached as Schedule V, directing investments of all monies upon their initial deposit into the Escrow Account. The Escrow Agent will have no obligation to cause the Escrow Property to be invested in any other Permitted Investment as directed in writing by the Authority on the day of deposit if the Escrow Property or instructions are not delivered to the Escrow Agent within a reasonable amount of time prior to the applicable cut-off time for any Permitted Investment. In any event, instructions received after 10:30 a.m. Pacific Time / 1:30 p.m. Eastern Time will be treated as if received on the following Business Day and the Escrow Property will be invested pursuant to those instructions on such day. The Escrow Agent will have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property will become part of the Escrow Property and losses incurred on such investment and reinvestment of the Escrow Property will be reflected in the value of the Escrow Property from time to time. Notwithstanding any other provision herein, the Escrow Agent will have the power to sell or liquidate the foregoing investments whenever the Escrow Agent is required to release all or any portion of the Escrow Property pursuant to this Escrow Agreement. In no event will the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

Section 6 Distribution of the Escrow Property. The Escrow Agent will hold the Escrow Property in its possession and disburse the Escrow Property or any specified portion thereof only as follows:

(a) From time to time and at least three (3) Business Days prior to any requested disbursement from the Escrow Account, the Authority will deliver a written notice signed by two authorized persons as set forth on Schedule I attached hereto (“Authorized Representative”) stating

that the governing board of the Authority, being satisfied with the resolution of the RM3 Challenges, has authorized the disbursement of all or a portion of the Escrow Property as specified in such notice and instructing the Escrow Agent to make such distribution (the "Disbursement Instruction"). The Escrow Agent will and is hereby authorized to withdraw and pay said disbursement as specified in a Disbursement Instruction. The Escrow Agent will act upon a Disbursement Instruction received pursuant to Section 11 hereunder and will rely upon the content in the Disbursement Instruction without making further inquiry and will assume due execution thereof and the truth and correctness of any information or statement contained therein. The Disbursement Instruction will not direct the Escrow Agent to disburse the Escrow Property to any account other than the one specified in Schedule IV to this Escrow Agreement. Further, the Escrow Agent will, subject to successful telephone call-back to an Authorized Representative, rely upon the signatures thereon of Authorized Representatives regardless of by whom or by what means the actual or purported signature(s) thereon may have been affixed thereto if such signature(s) resemble the specimen on Schedule I attached hereto or as provided to the Escrow Agent from time to time. The Escrow Agent will incur no liability to the Authority or otherwise for having acted in accordance with instructions on which it is authorized to rely pursuant to the provisions hereof.

(b) All payments of the Escrow Property will be effected by wire transfer in immediately available funds.

Section 7 Compensation of Escrow Agent. The Escrow Agent will be entitled to receive payment from the Authority for fees, costs and expenses for all services rendered by the Escrow Agent hereunder in accordance with Schedule III to this Escrow Agreement. The Authority will reimburse the Escrow Agent on demand for all losses, liabilities, damages, disbursements, advances or expenses paid or incurred by the Escrow Agent in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements.

Section 8 Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice thirty (30) calendar days prior to such resignation to the Authority as provided in this Section. If the Authority is unable to appoint a successor escrow agent and no successor escrow agent has been so appointed and has not accepted appointment within thirty days after Escrow Agent has provided such notice of resignation, or thirty (30) calendar days after Authority has provided a notice to Escrow Agent removing such Escrow Agent, the resigning/removed escrow agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor escrow agent. The costs and expenses (including but not limited to its attorney's fees and expenses) incurred by the Escrow Agent in connection with such proceeding will be paid by the Authority.

(b) The Authority may remove the Escrow Agent at any time by giving written notice signed by the Authority's Authorized Representative at least thirty (30) calendar days prior to such removal to the Escrow Agent.

(c) Notwithstanding anything to the contrary in this Escrow Agreement, any resignation or removal of the Escrow Agent and appointment of a successor escrow agent pursuant to any of the provisions of this Escrow Agreement shall become effective only upon acceptance of appointment by the successor escrow agent acceptable to the Authority. Such successor escrow agent will become the Escrow Agent hereunder, and the Escrow Agent will either deliver and/or disburse the Escrow Property then held hereunder to the successor escrow agent, upon payment by the Authority of Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent on the resignation or removal date specified in such notice. Any successor escrow agent shall execute, acknowledge and deliver to the Authority and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor established hereunder, with like effect as if originally named as Escrow Agent herein. Upon request of any such successor escrow agent, the Authority shall execute any and all instruments in writing necessary or desirable for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Upon its successful resignation or removal and delivery and/or disbursement of the Escrow Property in its entirety as set forth in this Section 8, the Escrow Agent will be discharged of and from any and all future obligations arising in connection with the Escrow Property or this Escrow Agreement.

Section 9 Indemnification of Escrow Agent. The Authority agrees to indemnify and hold the Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees, that the Escrow Agent may incur by reason of or based upon its actions under this Escrow Agreement other than as a result of the negligence or willful misconduct of the Escrow Agent.

Section 10 Rights, Duties and Immunities of Escrow Agent. Acceptance by the Escrow Agent of its duties under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree will govern and control the rights, duties and immunities of the Escrow Agent.

(a) General Duties. The duties and obligations of the Escrow Agent will be determined solely by the express provisions of this Escrow Agreement and the Escrow Agent will not be liable except for the performance of such duties and obligations. Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Escrow Agreement may arise. Escrow Agent will not be required to inquire as to the performance or observance of any duty, obligation, term or condition under any other agreements or arrangements between the Authority and any third party. The Escrow Agent will not be under any liability to the Authority by reason of any failure on the part of the Authority or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such

party's obligations under any such document. Except for amendments to this Agreement referred to herein, and except for notifications or instructions to Escrow Agent under this Agreement, Escrow Agent will not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement between the Authority and any third party, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof. The Escrow Agent will not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose. The Escrow Agent may establish additional accounts or subaccounts within the Escrow Funds as the Escrow Agent shall deem necessary and prudent in furtherance of its duties under this Escrow Agreement upon written notification to the Authority.

(b) Escrow Agent Funds. The Escrow Agent will not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Validity of Communications to Escrow Agent. Except for comparisons with the signature specimen provided by the parties in Schedule I and Schedule II, the Escrow Agent will not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. The Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication signed by the Authority and/or the Authorized Investment Representative as required by this Escrow Agreement and otherwise in conformance with the terms set forth herein, and believed by the Escrow Agent in good faith to have been sent or given by the Authority and/or the Authorized Investment Representative and will be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Escrow Agreement.

(d) No Fiduciary Relationship. This Escrow Agreement will not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(e) Judicial, Regulatory or Governmental Acts. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), the Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent will not be liable to the Authority or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(f) Liability. The Escrow Agent will not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of negligence or willful misconduct on its part. In no event will the Escrow Agent be liable (i) for acting in accordance with or relying upon any instructions on which it is authorized

to rely pursuant to the provisions hereof, (ii) for any consequential, punitive or special damages, or (iii) for an amount in excess of the value of the Escrow Property, valued as of the date of loss.

(g) Ambiguity or Uncertainty. If any ambiguity or uncertainty should arise hereunder or in any notice or other communication received by the Escrow Agent, the Escrow Agent is hereby authorized by the Authority to refrain from taking any action other than to retain possession of the Escrow Property, unless the Escrow Agent receives a written instruction, signed by an Authorized Representative of the Authority, which eliminates such ambiguity or uncertainty.

(h) Legal Counsel. The Escrow Agent may consult with legal counsel of its own choosing, at the expense of the Authority, as to any matter relating to this Escrow Agreement and the Escrow Agent will incur no liability and will be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(i) Conflicting Claim. If any dispute or conflicting claim should arise with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Property, the Escrow Agent will be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. The Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own negligence or willful misconduct, all or any part of the Escrow Property until such dispute will have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to the Escrow Agent in writing by the parties to the dispute or their authorized representatives and setting forth the resolution of the dispute). The Escrow Agent will be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of the Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(j) Force Majeure. The Escrow Agent will not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, natural catastrophes, civil or military disturbances, loss or malfunctions of utilities, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility).

(k) Electronic Communication. When the Escrow Agent acts on any communication (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by electronic transmission which conform to the signature and other requirements set forth in this Escrow Agreement and which the Escrow Agent believes in good faith to have been set by the Authority and/or the Authorized Investment Representative, the Escrow Agent, absent negligence or willful misconduct, will not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). The Escrow Agent, absent negligence or willful misconduct, will not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon

and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority or the Authorized Investment Representative, as the case may be, agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(l) Statements. The Escrow Agent will furnish to the Authority periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Authority or any investment advisor. Upon the Authority's election, such statements will be delivered via the Escrow Agent's Online Trust and Custody service and upon electing such service, paper statements will be provided only upon request. Statements will be deemed to be correct and final upon receipt thereof by the Authority unless the Authority notifies the Escrow Agent in writing to the contrary within thirty (30) Business Days of the date of such statement. The Authority agrees and acknowledges that it will be deemed to have been "furnished", "delivered" and/or "in receipt" of a statement at the earlier of: (a) five (5) calendar days after it is mailed to the Authority via U.S. Postal Service; (b) the Authority actually receives it; or (c) the Escrow Agent makes it available via electronic means. Also, for purposes of this Escrow Agreement, the words "delivered" includes, but is not limited to, statements returned to the Escrow Agent as a result of a bad mailing address. If statements are returned due to error outside of the Escrow Agent, the Authority agrees that: (a) the Escrow Agent may hold all future statements until the mailing address is properly updated in the records of the Escrow Agent; (b) returned and held statements will be held by the Escrow Agent for one hundred twenty (120) calendar days from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent; and (c) the Escrow Agent is authorized to destroy returned and held paper statements after one hundred twenty (120) calendar days have elapsed from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent. The Authority agrees that its obligation to review statements within the required time frame is not excused in the event the Escrow Agent holds and/or destroys any returned or held paper statement pursuant to this Escrow Agreement. The Authority waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(m) Degree of Care. Escrow Agent will not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than it gives property held by it in similar transactions.

(n) Confidentiality. All non-public information and advice furnished by any party to the Escrow Agent shall be treated as confidential and will not be disclosed to third parties unless required by law, except that the Escrow Agent may disclose (a) the identity of the Authority as a client or client reference of the Escrow Agent; (b) any information required to be disclosed to any government regulator of the Escrow Agent or its affiliates; and (c) any information to the Escrow

Agent's affiliated entities and product and service providers to the extent necessary to provide the financial products and services under this Escrow Agreement.

Section 11 Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Escrow Agreement must be in writing, signed by the party's Authorized Representative or Authorized Investment Representative, as applicable, and sent by: (i) personal delivery, overnight delivery by a recognized courier or delivery service, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) electronic transmission, which includes fax machine, email with an imaged or scanned attachment (such as a .pdf) or other similar electronic transmission, (receipt confirmed); and become effective when delivered to the addresses noted below or such other address as may be substituted therefor by written notification by the proper party's Authorized Representative. Unless otherwise provided herein, when "written," "writing" or similar termed language is used in this Escrow Agreement in regards to correspondence, communications, or instructions to the Escrow Agent, such will refer to both paper and electronic forms such as e-mails, faxes, digital images and copies, and electronic notices capable of being stored and printed, subject to the signature and other requirements herein provided for such notices. Notices to the Escrow Agent will be deemed to be effective when actually received by the Escrow Agent's Corporate Trust Department.

If to the Authority:

With a copy to:

If to Escrow Agent, to:

With a copy to:

If the Escrow Agent receives notices or information other than as required by this Escrow Agreement, the Escrow Agent will disregard such information.

Section 12 Wiring Instructions. If transfer instructions are given other than as set forth on Schedule IV attached hereto, such instructions must be communicated to the Escrow Agent in a writing delivered pursuant to Section 11. The Escrow Agent will seek confirmation of such instructions by telephone call-back to an Authorized Representative, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representative so designated. The Escrow Agent and the Authority's bank with respect to any funds transfer will rely solely upon the account numbers provided by the Authority in Schedule IV as may be amended from time to time to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

The Authority shall not propose to direct or direct Escrow Agent to make a payment to any other party, including a foreign financial institution (as defined in section 1471(d)(4) of the Internal

Revenue Code) or a non-financial institution (as defined in section 1472(d) of the Internal Revenue Code).

Without assuming any responsibility to make any such determination, if the Escrow Agent determines that any withholding (as provided in Section 22) applies to any fund transfer based on the withholding certificates (or lack thereof) or other information that the Escrow Agent obtains or has in its possession, the Escrow Agent shall withhold the taxes as applicable and shall not be obligated to increase any amount transferred or otherwise compensate the transfer's recipient for any amounts withheld.

Section 13 Termination. This Escrow Agreement will terminate on the date on which all the Escrow Property has been disbursed or returned pursuant to Section 6 or Section 8 of this Escrow Agreement.

Section 14 Continuing Obligations. The obligations under Sections 6 – 10, 15, and 18 – 23 hereof will survive the resignation or removal of the Escrow Agent, the termination of this Escrow Agreement and the payment of all amounts hereunder.

Section 15 Inconsistent Provisions. The Authority agrees that to the extent that the provisions of any other agreement relating to the Escrow Property are inconsistent with the terms of this Agreement, the terms of this Agreement will control.

Section 16 Counterparts. This Escrow Agreement and any amendments hereto may be executed in any number of counterparts each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument. Executed copies of this Escrow Agreement and any amendments hereto delivered pursuant to Section 11 above will be as effective as an original to bind the parties.

Section 17 Severability. The invalidity, illegality or unenforceability of any provision of this Escrow Agreement will in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions will not be affected thereby and will remain in full force and effect.

Section 18 Authorized Representative. The Authority hereby identifies to the Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as Authorized Representatives with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to the Escrow Agent other than with respect to investments of Escrow Property pursuant to Section 5 of this Escrow Agreement, which shall be directed by an Authorized Investment Representative, as provided in Section 5 and Section 19 of this Escrow Agreement. Such Schedule I may be amended and updated by written notice to the Escrow Agent. The Escrow Agent will be entitled to rely on such original or amended Schedule I with respect to the Authority until a new Schedule I is furnished by the Authority to the Escrow Agent.

Section 19 Authorized Investment Representative. The Authority hereby identifies to the Escrow Agent the officers, employees or agents designated on Schedule II attached hereto as

Authorized Investment Representatives with respect to any direction or instruction to be furnished to the Escrow Agent in connection with the investment of Escrow Property pursuant Section 5 of this Agreement. Such Schedule II may be amended and updated by written notice to the Escrow Agent. The Escrow Agent will be entitled to rely on such original or amended Schedule II with respect to the Authority until a new Schedule II is furnished by the Authority to the Escrow Agent.

Section 20 Governing Law. This Escrow Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 21 Jurisdiction. Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Escrow Agreement will be brought before the jurisdiction of any federal or state court of competent jurisdiction located in the City and County of San Francisco, California. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or forum non conveniens or any similar basis. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Escrow Agreement (each a "Claim"), the parties to this Escrow Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury

Section 22 Tax Matters.

(a) Withholding Forms. (i) The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. The Authority will pay or reimburse the Escrow Agent upon request for any taxes relating to the Escrow Property incurred in connection herewith and will indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account will be subject to withholding regulations then in force with respect to United States taxes. Due to the requirement that all escrow accounts have Taxpayer Identification Numbers documented by appropriate W-8 or W-9 forms, the Authority agrees to provide the appropriate form to the Escrow Agent, duly completed and signed by its Authorized Representative. The Authority acknowledges that failure to provide such forms may prevent or delay disbursement of the Escrow Property hereunder. The Authority agrees to submit new Forms W-8 or W-9 (as the case may be) should the jurisdiction of its domicile or residence change or any other change in circumstances make the applicable withholding tax consequence incorrect during the terms of this Escrow Agreement.

(ii) Additionally, the Authority agrees not to direct Escrow Agent to make a payment to any party other than the Authority and its bank, including any foreign financial institution (as defined in section 1471(d)(4) of the Internal Revenue Code) or any non-financial institution (as defined in section 1472(d) of the Internal Revenue Code).

(b) Tax Reporting. The Escrow Agent will report payments of income from the Escrow Account, and if required and applicable, of principal, to the Authority or other payment recipients

on an annual basis as required by law, by providing the applicable IRS Form 1099 or Form 1042-S.

(c) Owner(s) of Income. For purposes of reporting the aggregate amount of income on the Escrow Property, the Authority will be considered owner of such income.

(d) Withholding. Escrow Agent will withhold any taxes as and to the extent required by sections 1471 through 1474 of the Internal Revenue Code (“FATCA”), sections 1441 through 1464 of the Internal Revenue Code (“Chapter 3 withholding”) or any provision of the Internal Revenue Code and the regulations thereunder. In transferring any funds or payment to the Authority pursuant to this Escrow Agreement, the Escrow Agent will transfer the funds net of any FATCA, Chapter 3 withholding or other withholding taxes. The Escrow Agent will not be required to increase any payment in respect of which it withholds U.S. taxes or otherwise compensate the recipient of the payment for any amount so withheld. The Authority agrees to provide the Escrow Agent with information sufficient to identify the type of payment, allocation statement to each party and a certification of its Chapter 3 and Chapter 4 (FATCA) status and whether any U.S. withholding taxes (including but not limited to FATCA withholding taxes and Chapter 3 withholding taxes) apply to payments being made to any such payee. The Authority has the primary responsibility to determine the validity of Forms W-8 and W-9 obtained from the beneficiary of any payment and any applicable withholding tax consequence thereto. Notwithstanding any identification by the Authority of the type of payment or the rate of withholding applicable thereto, if the Escrow Agent determines that the payment is subject to withholding taxes, the Escrow Agent will withhold the applicable tax.

Section 23 USA PATRIOT Act. The Authority will use reasonable efforts to provide to the Escrow Agent such information as the Escrow Agent may reasonably require to permit the Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001) and any other law, statute, regulation or regulation relating to prohibited practices. Escrow Agent will not credit any amount of the Escrow Funds or any interest or investment proceeds earned thereon, or make any payment of all or a portion of the Escrow Funds or any interest or investment proceeds earned thereon, to any person unless and until such person has provided to Escrow Agent such documents as Escrow Agent may require to permit Escrow Agent to comply with its obligations under such Act or any other such law, statute, regulation or regulation related to prohibited practices.

Section 24 Miscellaneous.

(a) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy will not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder will not preclude the subsequent exercise of such right or remedy.

(b) This Escrow Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and will not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(c) Each party hereby represents and warrants (i) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Escrow Agreement by the parties hereto does not and will not violate any applicable law or regulation.

(d) The headings contained in this Escrow Agreement are for convenience of reference only and will have no effect on the interpretation or operation hereof.

(e) Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by the Authority's Authorized Representative and the Escrow Agent, and no waiver of any provision hereof will be effective unless expressed in a writing signed by the Authority's Authorized Representative and the Escrow Agent.

(f) No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other party hereto.

(g) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with the Authority or any further act on the part of the Authority except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

BAY AREA TOLL AUTHORITY

By: \_\_\_\_\_  
Executive Director

Countersigned:

\_\_\_\_\_  
Secretary

MUFG UNION BANK, N. A.,  
as Escrow Agent

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

SCHEDULE I

Escrow Account Signing Authority

Authorized Representative(s) of the Bay Area Toll Authority

Signature: \_\_\_\_\_  
Print: Steve Heminger  
Title: Executive Director  
Phone:  
Email:

Signature: \_\_\_\_\_  
Print: Brian Mayhew  
Title: Chief Financial Officer  
Phone:  
Email:

Signature: \_\_\_\_\_  
Print: Andrew Fremier  
Title: Deputy Executive Director,  
Operations  
Phone:  
Email:

Certification: The undersigned certifies that each of the individuals listed above is an authorized representative of the Bay Area Toll Authority with respect to any instruction or other action to be taken in connection with the Escrow Agreement and MUFG Union Bank, N.A. will be entitled to rely on such list until a new list is furnished to MUFG Union Bank, N.A. The undersigned further certifies that he or she is duly authorized to sign this Escrow Account Signing Authority.

Signature: \_\_\_\_\_ \*\*  
Name: Rosy Levya  
Title: Secretary to the Governing Board  
Date: December [ ], 2018

\*\* To be signed by corporate secretary/assistant secretary or other authorized officer, manager or authorized officer of manager not named above. When the secretary, or other authorized officer, manager or authorized officer of manager, is among those authorized above, there must be an additional verifying signature space provided below. For entities other than corporations, an authorized signatory not signing above should sign this Escrow Account Signing Authority.

SCHEDULE II

Escrow Account Signing Authority

Authorized Investment Representative(s) of the Bay Area Toll Authority

Signature: \_\_\_\_\_  
Print: Susan Woo  
Title: Deputy Treasurer  
Phone:  
Email:

Signature: \_\_\_\_\_  
Print: Christine Lin  
Title: Treasury Financial Analyst  
Phone:  
Email:

Signature: \_\_\_\_\_  
Print: [Brian Mayhew]  
Title: [Chief Financial Officer]  
Phone:  
Email:

Certification: The undersigned certifies that each of the individuals listed above is an authorized investment representative of the Bay Area Toll Authority with respect to any instruction or other action to be taken in connection with investments of the Escrow Property pursuant to Section 5 of the Escrow Agreement only, and MUFG Union Bank, N.A. will be entitled to rely on such list until a new list is furnished to MUFG Union Bank, N.A. The undersigned further certifies that he or she is duly authorized to sign this Escrow Account Signing Authority.

Signature: \_\_\_\_\_ \*\*  
Name: Rosy Levya  
Title: Secretary to the Governing Board  
Date: December [ ], 2018

\*\* To be signed by corporate secretary/assistant secretary or other authorized officer, manager or authorized officer of manager not named above. When the secretary, or other authorized officer, manager or authorized officer of manager, is among those authorized above, there must be an additional verifying signature space provided below. For entities other than corporations, an authorized signatory not signing above should sign this Escrow Account Signing Authority.

Schedule III

**ESCROW AGENT COMPENSATION**

(See Attached)

Acceptance and Set-up Fee .....	\$ 1,000*
Annual Escrow Administration Fee .....	\$ 3,000*
Legal Counsel Fee .....	No Charge

*Assumes use of MUFG Union Bank standard form of agreement and in-house legal counsel*

*\* Acceptance and Set-up Fee and the first year's Annual Escrow Administration Fee are due and payable upon the execution of the governing agreement. Thereafter, the Annual Escrow Administration Fee is due and payable on the anniversary date. Administrative fees are not prorated for partial years.*

**Transactional Charges**

Investment settlement (per sale or purchase*) .....	\$ 60
<i>*includes drawings and deposits under investment agreements or similar arrangements, not applicable to investments set up as sweep vehicles.</i>	
Tax Reporting (\$150 minimum) .....	\$ 1.50 (Per tax form prepared)
Online Reporting (Internet access to account information) .....	No Charge
Non-sweep vehicle asset/investment holding fee .....	0.25% per annum

**Extraordinary Services:**

Extraordinary services are unforeseen duties or responsibilities not covered above. A reasonable charge will be assessed based on the nature of the service and the responsibility involved.

This fee schedule is for customary escrow agent services. If we are called upon to perform any services not described above, an extra charge may apply.

*The fees proposed here are made without having seen final governing documents, or are made on the assumption that no substantial changes will be made to any MUFG Union Bank, N.A. (the Bank) template agreement. The proposed fees are predicated on certain assumptions made by the Bank with respect to what it considers normal and routine duties and responsibilities for this type of appointment. The Bank reserves the right to revise these proposed fees based on its review and acceptance of final documents.*

*Market value used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities, and/or other timing issues.*

## **MUFG Bank, LTD. AND MUFG UNION BANK, N.A. DISCLOSURE STATEMENT**

MUFG Bank, Ltd. in Japan (formally known as The Bank of Tokyo-Mitsubishi UFJ, Ltd.) and through its former Headquarters of the Americas (respectively and collectively "MUFG Bank") each has entered into written agreements with MUFG Union Bank, N.A. f/k/a Union Bank of California, N.A., ("MUFG Union Bank") dated December 12, 2008 and July 1, 2014, all as amended from time to time (collectively "Agreements"), pursuant to which MUFG Bank agrees to refer clients, at their discretion, to MUFG Union Bank for trust, investment management or advisory agency, or custody services. MUFG Union Bank's parent, MUFG Americas Holdings Corporation is a wholly-owned subsidiary of MUFG Bank.

You are one of the clients being referred to MUFG Union Bank pursuant to the Agreements. Should you engage MUFG Union Bank for any of the services listed above, MUFG Bank will be paid a referral fee ("Referral Fee").

However, neither you nor your MUFG Union Bank account will be charged for this Referral Fee or for any other amount in connection with this Referral Fee. You and your account with MUFG Union Bank will be charged fees only in accordance with the fee schedule you agree to with MUFG Union Bank.

If you need additional information regarding the Agreements, please contact your relationship manager.

You may be assessed an overdraft charge for any negative balance in your account, provided such advance or overdraft is not related to Bank errors, omissions, or processes. If overdrafts are incurred, not attributable to the errors of the Bank, or its agents, the Bank may debit the account for payment of the overdraft and the Bank's fees and charges as set forth below.

If an overdraft was caused by an error of the Bank, or its agents, the Bank will not debit charges for that overdraft.

Please refer to the applicable account agreement for more information.

### **CALCULATION OF DEBIT RATES**

In calculating debit rates, the Bank will take the daily overdrawn balance times the applicable annual debit rate and divided by the relevant divisor shown below.

Overdraft debit charges will be accrued daily and posted monthly.

Effective as of July 15, 2016, the Bank may charge the current United States federal funds rate, as announced daily by Bloomberg or another third party service as selected by the Bank, plus a spread of +2.50 (+250 bps.). The Bank may change the spread at any time.

Currency	Benchmark + Bank OD Charge	Market Divisor
USD	Fed Funds Effective +250 bps	360 days

**ADDITIONAL COSTS**

The Bank reserves the right to recoup additional costs incurred as a result of the introduction or change in any law or regulation, or additional costs related to the cost of borrowing not covered by the above-mentioned rates.

SCHEDULE IV

Wire Instructions:

If to the Bay Area Toll Authority:

ABA No.:  
Bank Name:  
Account No.:  
Account Name:  
Reference:

If to the Escrow Agent:

ABA:  
Bank Name:  
Account No.:  
Account Name:  
Attention:

Schedule V

(Standing Investment Instructions—see attached)

# **Regional Measure 3 Annual Report to the Legislature**

## **Attachment C**

BATA Resolution No. 131, Revised

RM3 Independent Oversight Committee establishment  
and membership

Date: June 26, 2019  
Referred by: BATA Oversight  
Revised: 07/24/19-BATA 10/23/19-BATA  
11/20/19-BATA

ABSTRACT

BATA Resolution No. 131, Revised

This resolution establishes the Regional Measure 3 Independent Oversight Committee, as set forth in Section 30923(h) of the California Streets and Highways Code and approved by voters on the June 5, 2018 ballot.

Attachment A to this Resolution was revised on July 24, 2019 to update appointees.

Attachment A to the Resolution was revised on October 23, 2019 to update appointees.

Attachment A to the Resolution was revised on November 20, 2019 to update appointees.

Further discussion of this resolution is contained in the BATA Oversight Committee Summary Sheets dated June 12, 2019, July 10, 2019, October 9, 2019, and November 13, 2019.

Date: June 26, 2019  
Referred by: BATA Oversight

Re: Regional Measure 3 Independent Oversight Committee

BAY AREA TOLL AUTHORITY  
RESOLUTION NO. 131

WHEREAS, on June 5, 2018, a special election was held in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Bay Area Toll Authority (“Authority”) adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, on December 19, 2018, the Authority adopted Resolution No. 128 adopting a toll schedule phasing in the toll increase approved pursuant to Regional Measure 3, effective on January 1, 2019; and

WHEREAS, in accordance with subsection (h) of Section 30923 of the California Streets and Highways Code (“SHC”), the Authority shall, within six months of the effective date of the toll increase, establish an independent oversight committee, with specified composition and duties; now, therefore, be it

RESOLVED, that the Authority specifically finds and declares that the statements, findings and determinations of the Authority set forth in the preambles above are true and correct; and be it further

RESOLVED, that pursuant to SHC § 30923(h), the Authority hereby establishes the Regional Measure 3 Independent Oversight Committee (“Committee”); and be it further

RESOLVED, that the Committee shall annually review the expenditure of funds by the Authority for the projects and programs specified in SHC § 30914.7 and prepare and submit a report to the transportation committee of each house of the Legislature summarizing its findings, and that the Committee may request any documents from the Authority to assist the Committee in performing its functions; and be it further

RESOLVED, that pursuant to SHC § 30923(h)(2), the Committee shall include two representatives from each county within the jurisdiction of the Metropolitan Transportation Commission (the "Commission"), and each representative shall be appointed by the applicable county board of supervisors and serve a four-year term and be limited to two terms; and be it further

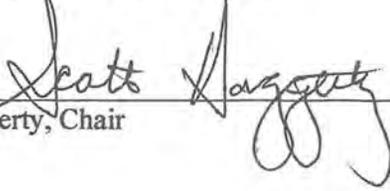
RESOLVED, that pursuant to SHC § 30923(h)(3), a representative appointed to the Committee shall not be a member, former member, staff, or former staff of the Commission or the Authority, shall not be employed by any organization or person that has received or is receiving funding from the Commission or the Authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the Commission or the Authority within one year of having worked for or contracted with that organization or person; and be it further

RESOLVED, that the Committee roster, as appointed by the applicable county board of supervisors, is contained in Attachment A to this resolution; and be it further

RESOLVED, that the travel reimbursement rate and stipend policy for members of the Committee is contained in Attachment B to this resolution; and be it further

RESOLVED, that the Chair of the Authority, the Vice Chair of the Authority, the Executive Director, the Chief Financial Officer and other appropriate officers and staff of the Authority, are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution in accordance with the terms hereof and of applicable provisions of law.

BAY AREA TOLL AUTHORITY

  
\_\_\_\_\_  
Scott Haggerty, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in San Francisco, California, on June 26, 2019.

Date: June 26, 2019  
 Referred by: BATA Oversight  
 Revised: 07/24/19-BATA 10/23/19-BATA  
 11/20/19-BATA

Attachment A  
 BATA Resolution No. 131  
 Page 1 of 1

**Regional Measure 3 Independent Oversight Committee Membership**

<b>County</b>	<b>Member Name</b>	<b>Term Length</b>	<b>Term No.</b>
Alameda	Anu Natarajan	July 2019 – June 2023	First
Alameda	William Harrison	July 2019 – June 2023	First
Contra Costa	Nazanin Shakerin	July 2019 – June 2023	First
Contra Costa	Kathy Chang	July 2019 – June 2023	First
Marin	Kevin Hagerty	July 2019 – June 2023	First
Marin	William McNicholas	July 2019 – June 2023	First
Napa	David Bailey	July 2019 – June 2023	First
Napa	Pamela Kindig	July 2019 – June 2023	First
San Francisco	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
San Francisco	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
San Mateo	Frederick A. Hansson	July 2019 – June 2023	First
San Mateo	Pam Frisella	July 2019 – June 2023	First
Santa Clara	Joanne Benjamin	July 2019 – June 2023	First
Santa Clara	David Fung	July 2019 – June 2023	First
Solano	Steve Lessler	July 2019 – June 2023	First
Solano	William G. Jerry Hayes	July 2019 – June 2023	First
Sonoma	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
Sonoma	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First

**Travel Reimbursement Rate and Stipend for  
Members of the Regional Measure 3 Independent Oversight Committee**

1. Individual members of the Regional Measure 3 Independent Oversight Committee (“Committee”) appointed by county boards of supervisors shall each be eligible to receive a stipend of \$50 per meeting of the Committee, as defined below, with a maximum of four meetings per year. Meetings are defined as publicly noticed meetings or subcommittee meetings of the Committee.
2. Members of the Committee may be reimbursed for actual travel expenses, as defined below, for a maximum of four meetings per year.
3. The mileage reimbursement rate is the rate allowable by the Internal Revenue Service when a personal vehicle is used. Related bridge tolls, parking fees and actual expenses for use of public transit will be reimbursed.

All requests for stipend and reimbursement of expenses shall be submitted quarterly to the Committee staff liaison and processed according to the procedures established by MTC's Executive Director.

The MTC Deputy Executive Director, Policy shall administer this Attachment B. Any questions regarding its application shall be decided by the Deputy Executive Director, Policy whose decision shall be final.

# **Regional Measure 3 Annual Report to the Legislature**

## **Attachment D**

MTC Resolution No. 4404

RM3 Policies and Procedures

Date: December 18, 2019  
Referred by: PAC

ABSTRACT

Resolution No. 4404

This resolution adopts the policies and procedures for the expenditure plan of Regional Measure 3 (RM3), included in Attachment A, *Regional Measure 3 Policies and Procedures* (with attachments).

Additional discussion of this Resolution is available in the Executive Director's memorandum to the Programming and Allocations Committee dated December 11, 2019.

Date: December 18, 2019  
Referred By: PAC

RE: Policies and Procedures for Implementation of the Expenditure Plan of Regional Measure 3 (RM3)

METROPOLITAN TRANSPORTATION COMMISSION  
RESOLUTION NO. 4404

WHEREAS, pursuant to Government Code Section 66500 *et seq.*, the Metropolitan Transportation Commission (“MTC”) is the regional transportation planning agency for the San Francisco Bay Area; and

WHEREAS, Streets and Highways Code Sections 30950 *et seq.* created the Bay Area Toll Authority (“BATA”), which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, on June 5, 2018, a special election was held in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Bay Area Toll Authority (“Authority”) adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 (“RM3”) at such special election voted affirmatively for RM3; and

WHEREAS, on December 19, 2018, the Authority adopted Resolution No. 128 adopting a toll schedule phasing in the toll increase approved pursuant to RM3, effective on January 1, 2019; and

WHEREAS, RM3 establishes the RM3 Expenditure Plan and identifies specific capital projects and programs and operating programs eligible to receive RM3 funding as identified in Sections 30914.7(a) and (c) of the California Streets and Highways Code; and

WHEREAS, BATA shall fund the projects of the RM3 Expenditure Plan by bonding or transfers to MTC; and

WHEREAS, MTC has developed policies and procedures for the implementation of the RM3 Expenditure Plan as set forth in Attachment A to this Resolution, attached hereto and incorporated herein as though set out in full; now, therefore be it

RESOLVED, that MTC hereby adopts the attached policies and procedures for the implementation of the RM3 Expenditure Plan as set forth in Attachment A; and, be it further

RESOLVED, that the Executive Director is hereby delegated the authority to make non-substantive changes to Attachment A as deemed appropriate to implement the RM3 Expenditure Plan.

METROPOLITAN TRANSPORTATION COMMISSION

  
\_\_\_\_\_  
Scott Haggerty, Chair

The above resolution was entered into by the Metropolitan Transportation Commission at the regular meeting of the Commission held in San Francisco, California, on December 18, 2019.

# **Regional Measure 3 Policies and Procedures**

**December 2019**

**MTC Resolution No. 4404  
Attachment A**

**Metropolitan Transportation Commission**

**Programming and Allocations Section**

**<http://www.mtc.ca.gov>**

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## RM3 Policies and Procedures Table of Contents

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## SECTION 1 – GENERAL PROVISIONS

### **BACKGROUND**

On June 5, 2018, voters passed Regional Measure 3 (RM3), raising the toll for all vehicles on the seven State-owned toll bridges in the San Francisco Bay Area by a total \$3.00, phased in through one-dollar increments. This toll increase is to fund various transportation projects within the region that have been determined to reduce congestion or to make improvements to travel in the toll bridge corridors, as identified in SB 595 (Chapter 650, Statutes of 2017). Specifically, RM3 establishes the Regional Measure 3 Expenditure Plan and identifies specific capital and operating projects and programs eligible to receive RM3 funding as identified in Sections 30914.7 (a) and (c) of the California Streets and Highways Code.

The following serve as the general provisions in the management of RM3 funding.

Note: Some of the projects identified in the Regional Measure 3 Expenditure Plan may include complementary bridge toll funds (specifically, RM1 and AB1171) to complete their project funding plan. The administration of the bridge toll funds in these cases will also be governed by these policies and procedures, unless otherwise stated in the allocating resolution. For Regional Measure 2 funds, the Regional Measure 2 Policies and Procedures (MTC Resolution No. 3636, Revised) remain in effect. In general, for RM3 projects with complementary bridge toll funds, the governing policies and procedures will be stated as part of the allocation.

### **FUND MANAGEMENT**

The collection of toll revenue is estimated to equal \$127 million annually per dollar of toll increase. Costs to administer the program are an annual drawdown on the revenue. Up to 16 percent of RM3 revenues each year will be made available for operating projects. Available revenue for capital allocations will vary annually and will be subject to the availability of funds. Finally, first year costs include the required reimbursements to counties for the costs of administering the RM3 ballot measure as part of the June 5, 2018 election.

#### **Program Financing Costs**

It is the intent of the Commission to implement those projects and programs outlined in Streets and Highways Code Section 30914.7 (a) and (c), to the funding amounts designated. The cost of bonding and financing associated with RM3, including interest payments shall be considered a program cost and shall be identified in the annual RM3 Budget as the first priority repayment. The financing costs are not expected to reduce the overall funding level available to projects and programs.

#### **Matching Funds**

A local match is not required for RM3 funds. Complementary funds (non-RM3 funds) for the project phase where RM3 funds are being requested and identified in the financial plan should be available at the time of allocation. Regional Measure 3 funds can be used as the match for state or federal fund sources requiring a local or non-federal match.

## **PUBLIC INVOLVEMENT PROCESS**

The capital improvement projects and operating assistance for transit services identified for funding in RM3 are established by state legislation (Senate Bill 595, Chapter 650, Statutes of 2017, or as subsequently amended) approved by the voters on June 5, 2018. In accordance with the legislation as approved by the voters, the Bay Area Toll Authority (BATA) is the financial manager for RM3 funds, whose responsibilities include the preparation of financial plans, the issuance of debt financing, and the disbursement of funds to project sponsors. The Metropolitan Transportation Commission (MTC) is the program and project coordinator, whose responsibilities include reviewing project applications, programming and allocating funds to specific projects, and monitoring project delivery. In some cases, MTC or BATA also serves as the project sponsor or co-sponsor.

Generally, in conducting its review and approval responsibilities stipulated under RM3, MTC will adhere to its public participation policies as outlined in MTC Resolution No. 4147, Revised, MTC's Public Participation Plan, or successor resolution.

Specific statutory provisions require further that as part of its assessment of the status of programs and projects under RM3, MTC may make a finding that a program or project cannot be completed or cannot continue due to financing or delivery obstacles making the continuation of the program or project unrealistic, or that a project may be funded using non-RM3 funds. MTC may then determine that the funding will be reassigned. Under these circumstances, the Commission shall hold a public hearing on the project after consultation with the program or project sponsor. The process outlined in MTC's Public Participation Plan for notification of actions at BATA, Commission, and committee meetings will be adhered to. After the hearing, the Commission may vote to modify the program or the project's scope, decrease its level of funding, or reassign all of the funds to another or an additional regional program or project in the same corridor.

## **COMPLIANCE WITH OTHER REQUIREMENTS**

It is the responsibility of project sponsors to ensure their agency's compliance with all applicable local, regional, state, and federal requirements.

## **INDEMNIFICATION OF MTC**

The sponsor shall indemnify and hold harmless MTC, BATA, and their Commissioners, officers, agents, and employees from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect, incurred by reason of any act or omission of sponsor, its officers, agents, employees, and subcontractors, under or in connection with the RM3 program. Sponsor agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, BATA, and their Commissioners, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

## **SECTION 2 – CAPITAL PROGRAM GUIDANCE**

### **BACKGROUND**

Projects eligible to receive funding from the Capital Program of the Regional Measure 3 (RM3) Expenditure Plan are those projects identified to receive funding under Section 30914.7(a) of the California Streets and Highways Code (S&HC). The capital program is managed in a manner where allocations are approved based upon project sponsor need and readiness and the availability of funding in the bridge toll program. MTC's goal is to carry out the intent of the legislation and ensure that programs and projects are delivered.

### **CAPITAL PROJECT DEFINITION**

#### **Initial Project Report (IPR)**

Project sponsors with projects identified to receive funding under Section 30914.7(a) of the S&HC were required to submit an Initial Project Report (IPR) to MTC within six months of the election date, or by December 5, 2018. An updated report must be submitted as needed or as requested by MTC; at a minimum, sponsors must submit an updated IPR along with any funding allocation request. The Commission will consider approval of the report, or updated report, in conjunction with the allocation of funds.

This report shall include all information required to describe the project in detail, including the status of any environmental documents relevant to the project, additional funds required to fully fund the project, the amount, if any, of funds expended to date, and a summary of any impediments to the completion of the project. This report, or an updated report, shall include a detailed financial plan and shall notify the Commission if the project sponsor will request toll revenue within the subsequent 12 months. Specific information on the Initial Project Report format is included in Appendix A.

#### **Useable Segment/ Deliverable Product**

RM3 funds for capital projects will be allocated with the specific intent of achieving a product. Deliverable products shall be considered as:

- A completed planning or transit study/ environmental decision/ project approval documentation when allocating to the environmental phase;
- The final design package including contract documents when allocating to the final design phase;
- Title to property/ easements/ rights of entry / possession or utility relocation when allocating to the right of way phase;
- A completely constructed improvement (or vehicle/equipment acquisition/rehabilitation) available for public usage when allocating to the construction phase.

The expenditure of RM3 funds for any phase of the project should lead to making available to the public a useable or operable segment in accordance with the legislative intent. Any additional funds required to fully fund the project must be identified in the uncommitted funding plan of the Initial Project Report (IPR). If the RM3 revenues are funding only a phase or segment of a larger project, it must be demonstrated that the RM3 deliverable phase or segment is fully funded with committed funds.

**Project Phases**

Project costs and revenue must be separated into the following project phases:

1. Planning Activities, Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)
2. Final Design - Plans, Specifications and Estimates (PS&E)
3. Right-of-Way Activities /Acquisition / Utility Relocation (R/W)
4. Construction / Rolling Stock Acquisition / Operating Service (CON)

(Planning studies should be categorized under the environmental phase. Vehicle acquisition or equipment purchase should be categorized under the construction phase.)

The project sponsor must display the project in these four components in the Initial Project Report and expenditure (cash flow) plans. If the project sponsors intend to use alternate delivery methods, including but not limited to design/build and design/build/operate/maintain, the preparation of the Request for Proposal is considered Final Design phase. The alternate delivery package is considered the Construction phase.

**ALLOCATION AND FUNDING AGREEMENT PROCESS**

The allocation process for RM3 capital projects shall also serve as the process for executing funding agreements, in most cases in lieu of a separate funding agreement for each capital project. These agreements will generally be fully executed through a process of project sponsor governing board certification, followed by Commission allocation action. However, under S&HC Section 30914.7(d)(2), MTC has the option of entering into an agreement between itself and a capital project sponsor addressing specific requirements to be met.

An IPR for capital projects, as outlined in S&HC Section 30914.7(d)(1) and detailed in Appendix A, shall be prepared and adopted by the appropriate governing board prior to MTC approval of the IPR and allocation of funds. The sponsor is expected to certify, through an action of its governing board, that certain conditions (general and project specific) are acknowledged and will be adhered to and compliance with the RM3 Policies and Procedures. Along with the certification of conditions from the project sponsor governing board and the IPR, the sponsor will need to provide evidence that the other fund sources contributing toward that project phase are committed. It is recommended that the sponsors submit the allocation request to MTC staff for review sixty days prior to the action by their governing board.

Upon completion of the lead sponsor governing board certification, the Commission will consider the allocation of RM3 funds. An allocation request is considered complete and ready for Commission consideration when all of the component elements to the request are submitted and approved by MTC staff. The Commission's resolution approving the allocation of RM3 funds, based on staff's review of the IPR and corresponding allocation request package, will serve as an agreement between MTC and the implementing agency and may include project specific conditions. Where the Commission approves an amount less than the sponsor requested, the Commission allocation amount prevails. Reimbursement of funds is subject to meeting the conditions as stipulated in the MTC allocating resolution.

**Allocation Principles**

The Commission will carefully consider each allocation and apply the following principles in its allocation decisions:

1. **Replacing Previously Committed Funds.** RM3 funds will not be utilized as a replacement fund source on capital projects for any funds that have been programmed or allocated previously to the project, for the phase requested by the project sponsor, if such replacement results in a shortfall for the overall project or places prior programming commitments in jeopardy.
2. **Required Evidence of a Fully Funded Project Phase.** The Commission will allocate funds for capital projects only if it finds that the project phase is fully funded, either entirely with RM3 funds or with a combination of RM3 funds and other allocated funds. To receive an allocation of RM3 funds for a jointly funded phase, the other contributing funds must be approved, authorized, assigned and allocated to that phase of work by the authorizing authority. At the request of the project sponsor, the Commission may, on an exception basis, consider allocations of RM3 funding conditioned on the allocation of other funds for that phase. In granting conditional allocations, the Commission will consider the nature and timing of other funding commitments to the requested and future phases of work.
3. **Phase at a Time Allocations.** Allocations will only be made to projects one phase at a time: environmental/project approval, final design, right of way, and construction. Exceptions will be considered on a case-by-case basis; however, the Commission will strive to minimize funding risks in making allocation exceptions.
4. **Environmental Clearance.** RM3 funds will not be utilized for any capital expenditure, either for right of way or construction, until the project has been environmentally cleared and approved by the project sponsor. Pursuant to California Environmental Quality Act Public Resources Code §21000, et seq., all applicants are required to submit proof of having a valid environmental document that has been certified by the County Clerk for each project. Please refer to Public Resources Code and Title 14 of the California Code of Regulations for more information. If a project is federally funded or is anticipated to be federally funded, project sponsors must submit proof of having approved National Environmental Policy Act documents.
5. **Conditions of Right of Way Allocations.** RM3 funds will be allocated for right of way capital and support only after the project has identified and committed construction capital funds. The Commission will consider exceptions whereupon investment in right of way can be recovered if the project does not go forward or where securing right of way early is financially or strategically advantageous and allowable. If the Commission approves an allocation of RM3 funds for advance acquisition of right of way meeting the conditions as outlined above, the project sponsor shall provide that the land is held in escrow until project approval occurs for the transportation improvement. Advance acquisitions made prior to completion of environmental and location processes are not to influence environmental assessment of the project. Note that there are federal and state laws, regulations and policies governing acquisition and relocation activities. It is not intended that the use of RM3 funds shall waive any of the laws, regulations, or policies that may apply.

6. **Deliverable Product.** RM3 funds will be allocated with the specific intent of achieving a deliverable product. The ability of the product to be completed will be taken into consideration when the Commission allocates funds to the project. Any impediments to achieving the specific product shall be brought to the attention of staff and the Commission in the Initial Project Report, allocation requests, and through progress reports submitted by the project sponsor. If in the opinion of the Commission, impediments are such that the required product is unachievable, the Commission may withhold allocations, rescind allocations or withhold reimbursements on previously allocated funds. The Commission reserves the right to issue a 30-day stop notice in the event it has to reevaluate the project per S&HC Section 30914.7(e).
7. **Risk Management.** Project sponsors must show adequate establishment of a risk management process for both project budget and schedule in allocation requests. Allocation requests must discuss how project contingencies were set and demonstrate risk assessment through tools such as risk registers and mathematical risk models, as appropriate for project size. (Absent other project sponsor protocol, MTC recommends maintaining a risk register for projects with total budgets over \$25 million, and maintaining a mathematical risk model such as bottom-up (Monte Carlo simulation) or top-down (FTA Beta Range) methods for projects with total budgets over \$100 million.)
8. **Complementary Funds Consideration.** Projects with funding from other sources may be given priority if there are pending timely use of funds requirements on the other fund sources.
9. **Complementary Funds Spend Down Rate.** Other fund sources committed to a project phase that are complementary to RM3 funds will be expected to be spent down at an approximate proportional rate to RM3 funds. Exceptions and proposals to consider alternative cash flows from other fund sources must be approved in advance, in writing by MTC staff.
10. **Transit Operating Considerations.** For transit systems, an allocation of funds for capital expenditures, either right of way or construction, may be predicated on an ability to demonstrate that the transit service has a reasonable plan for operations funding.

### Allocation Request Process

Project sponsors or implementing agencies must initiate an allocation request by submitting a draft Initial Project Report and Sponsor/ Implementing Agency Resolution 60 days prior to the required Commission action. Thirty days prior to the Commission action, the project sponsor or implementing agency must submit the completed allocation application package to MTC. The allocation request consists of the following, detailed in Appendix A, and is available on the Internet (as applicable) at: <http://www.mtc.ca.gov>:

Intent to Request an Allocation (60 days prior to Commission action):

1. Updated Initial Project Report
2. Complete Allocation Request Form
3. Draft Sponsor/ Implementing Agency Resolution

Allocation Application Package (30 days prior to Commission action):

1. Sponsor/ Implementing Agency Resolution of Project Compliance
2. Opinion of Legal Counsel / MTC-BATA Indemnification\*
3. Board or Official Governing Body Approved Updated Initial Project Report (IPR) and Allocation Request
4. Environmental Documentation (as applicable)
5. Evidence of Allocation and Commitment of Complementary Funds

\* Project sponsors have the option of consolidating the ‘Opinion of Legal Counsel / MTC-BATA Indemnification’ within the ‘Implementing Agency Governing Board Resolution of Project Compliance’.

### **LETTERS OF NO PREJUDICE**

The Commission will consider approving a Letter of No Prejudice (LONP) to preserve RM3 eligibility for project expenses prior to the allocation of RM3 funds. The intent of an LONP is to allow a project sponsor to advance a project that is ready to proceed to a deliverable phase, but for the availability of RM3 funds. Project sponsors that receive an LONP will be responsible for delivering the usable project segment or complete phase with alternate funds before RM3 funds are available, at risk to the project sponsor. An RM3 LONP does not represent a general funding commitment by MTC; in the event that RM3 funds do not become available, there is no expectation that MTC or BATA will provide alternate funds. Following issuance of an LONP, if and when RM3 funds are available, the Commission would consider an allocation of funds for the work scope covered under the LONP. After allocation approval, eligible expenses incurred under the RM3 LONP, back to the date of the LONP approval, would then be eligible for reimbursement with RM3 funds.

### **LONP Eligibility**

MTC will consider issuing an LONP for a proposed scope of work that adheres to the allocation principles listed in this document (including, but not limited to, a fully-funded project phase, environmental clearance requirements, and deliverable product).

Projects requesting an LONP must be a capital project eligible under the legislated expenditure plan, meeting any of the following criteria:

1. The project has a clearly defined scope in the legislation, not requiring further programming action by project sponsor(s)
2. The project has a single project sponsor in the legislation
3. The listed project sponsor(s) have taken board action to define or program an RM3 project that doesn’t have a clearly defined scope or program in the legislation. For MTC-sponsored or co-sponsored projects, no LONPs will be issued unless the project or program is fully defined or programmed.

MTC staff will provide additional guidance to potential LONP recipients regarding a specific project’s eligibility.

### **LONP Request Process**

Project sponsors or implementing agencies must initiate an LONP request in a similar manner to the Allocation Request Process outlined in this document, by submitting an Updated Initial Project Report, Letter of No Prejudice Request, and Sponsor/ Implementing Agency Resolution

60 days prior to the required Commission action. Thirty days prior to the Commission action, the project sponsor or implementing agency must submit the completed LONP application package to MTC. The LONP request package consists of the following, detailed in Appendix A, and is available on the Internet (as applicable) at <http://www.mtc.ca.gov>:

Intent to Request an LONP (60 days prior to Commission action):

1. Updated Initial Project Report
2. Completed LONP Request Form
3. Draft Sponsor/ Implementing Agency Resolution

LONP Application Package (30 days prior to Commission action):

1. Sponsor/ Implementing Agency Resolution of Project Compliance
2. Opinion of Legal Counsel / MTC-BATA Indemnification\*
3. Board or Official Governing Body Approved Updated Initial Project Report (IPR) and LONP Request
4. Environmental Documentation (as applicable)
5. Evidence of Allocation and Commitment of Funds

\* Project sponsors have the option of consolidating the ‘Opinion of Legal Counsel / MTC-BATA Indemnification’ within the ‘Implementing Agency Governing Board Resolution of Project Compliance’.

### **Allocation of RM3 Funds Following LONP**

If and when RM3 funds are available for allocation, the Commission will consider an allocation of funds for the work scope covered under an approved LONP through the allocation process detailed elsewhere in this document.

### **Reimbursement of RM3 Funds for Work Covered Under LONP**

Following allocation of RM3 funds for work scope covered under an LONP, sponsors will seek reimbursement following the same process detailed elsewhere in this document. If expenditures made by the project sponsor are determined to be ineligible according to these policies, MTC has no obligation to reimburse for those expenditures.

## **EXPENDITURES AND REIMBURSEMENTS**

### **Authority to Expend**

The project sponsor must obtain the Commission’s approval of the allocation and description of eligible costs prior to incurring costs. Project sponsors shall not receive reimbursement for costs incurred prior to MTC approval of the allocation of funding. Project sponsors shall proceed solely at their own risk in advertising, opening bids, or awarding a contract prior to an allocation of RM3 funds. The advertising, bid opening, or awarding of a contract by the sponsor shall in no way prejudice the Commission into making an allocation it deems unsuitable. Final allocation decisions will be subject to the availability of funds.

If a project or project component is ready for implementation earlier than RM3 funding is available for reimbursement, the sponsor may request an allocation of funds covering eligible expenditures but only with the full understanding that reimbursement will be deferred until RM3 funds are available in accordance with an approved allocation. Approval of such request is at the

Commission's discretion. This is distinct from consideration of a Letter of No Prejudice, and is intended for a situation in which RM3 funds are available for allocation, but not immediately available for reimbursement.

### **Eligible Expenses**

To ensure that RM3 funds are put to the most efficient use, limitations on allowable expenses have been placed on environmental, design, right of way, construction, staff support, oversight, consultant services and other aspects of project delivery. Furthermore, agency overhead costs, including administrative support, office equipment, and office leases, shall not exceed the cap as described under "Implementing Agency Costs" below.

For all project phases, RM3 funds are limited to the statutorily authorized amount:

#### **1. Environmental Studies and Preliminary Engineering**

Expenses incurred by sponsor staff and consultant staff for environmental study costs, including determination of the appropriate environmental document, preparation of all preliminary engineering for each alternative, including geometric layouts, determination of right-of-way needs, environmental technical studies (such as air, noise, energy, cultural resources and hazardous waste), and all other studies or activities necessary to prepare and to finalize the appropriate environmental document for approval are eligible for reimbursement. Environmental costs eligible for reimbursement shall be limited to the project as described in S&HC Section 30914.7(a). Any environmental costs associated with an element of the environmentally scoped project that is beyond the project scope and intent as outlined in S&HC 30914.7(a) and approved by the Commission in the Allocation Request is not eligible for reimbursement under RM3.

#### **2. Design Costs**

RM3 funds are eligible for expenses incurred by sponsor staff and consultant staff for design activities related to the project scope identified in S&HC 30914.7(a) and as approved by the Commission in the allocation request. These activities include but are not necessarily limited to, preparation of alternative design studies; materials and foundation reports; drainage, hydrology and hydraulic reports; management oversight; surveying and mapping; preparation of the Plans, Specifications and Estimate (PS&E); preparation of bid documents and files for project; preparation of permit applications and maintenance agreements; coordination of agency reviews and any other activities necessary to prepare final PS&E for bid advertisement and award.

#### **3. Right-of-Way Acquisition and Utility Relocation**

RM3 funds are eligible for expenses incurred by sponsor staff and consultant staff for all activities related to right-of-way, advanced right-of-way, and hardship acquisitions, including determination of right-of-way needs; title searches; parcel appraisals; hazardous materials disposition; preparation of right-of-way acquisition documents; negotiation with property owners; activities involved with acquiring rights-of-way including condemnation proceedings, right-of-way capital costs, and cost-to-procure impacts related to the acquisition; utility relocation costs.

Services provided for right-of-way activities involved with the property but not necessary for the RM3 project as defined in the scope of work approved by the Commission in the IPR shall be at the expense of the sponsor and borne by non-RM3 fund sources.

If any excess right-of-way is sold, or otherwise disposed of, the value of such property shall be returned to MTC, including any profit realized from the sale of the property based on the prorated percentage of funds MTC contributed to the purchase of the property.

#### **4. Construction Costs**

RM3 funds are available to cover all construction expenditures for the project including construction capital, management and inspection, surveys, public outreach, and others as appropriate that are part of the scope of work approved by the Commission in the Allocation Request. RM3 funds are eligible for reimbursement of sponsor's management oversight expenses associated with the construction of the project. This would include activities such as construction management, inspection, expenses associated with reviewing proposed change orders, and activities involved with managing the fund sources contributing to the project.

Any questions regarding eligible costs will be resolved in writing by MTC staff. Capital improvements, vehicle procurements, and equipment purchases for the implementation of the approved RM3 projects are eligible for construction funds. Vehicles procured with RM3 funds must be operated in revenue service for their useful life, as defined by MTC's Transit Capital Priorities process and criteria program.

#### **5. Project Sponsor/ Implementing Agency Costs**

The amount for which the project sponsor/implementing agency can be reimbursed will be limited, as described below. In all cases, project sponsor/ implementing agency costs will be reimbursed within the cap of project funds stipulated in RM3.

- a) **DIRECT STAFF COSTS.** Implementing agency staff costs are eligible, provided costs are directly related to the project tasks. Allowable implementing agency staff costs shall include the actual salary and fringe benefits directly related to the project only.
- b) **INDIRECT OVERHEAD COSTS.** An overhead rate for indirect costs can be assessed on direct staff costs (salary and fringe benefit costs) only. The overhead rate shall be calculated by multiplying total labor cost (salaries and fringe benefits as described in above), by the sponsors' or implementing agencies' overhead rate as approved in its OMB Circular A-87 standard or an equivalent rate accepted by MTC. For projects with multiple project sponsors, the project sponsors must mutually agree to the method and overhead rate being applied to that particular RM3 project. The overhead rate effective July 1 of each year shall be applied for the entire fiscal year. Sponsors and implementing agencies may update the rate as of July 1 of each fiscal year. The amount reimbursable for the overhead rate shall not exceed 50% of the direct staff cost and shall not be leveraged on consultant contract or equipment costs. Project sponsors and implementing agencies must self-certify and submit an independent opinion with respect to its agency compliance with OMB Circular A-87 standards and laws.

- c) OTHER DIRECT PROJECT COSTS. Other direct costs as approved by MTC.
- d) CONSULTANT COSTS. Consultant services directly responsible for delivering the project are eligible. Consultant services shall be listed separately and supported in the invoice submittal to MTC.

#### **6. Miscellaneous Costs**

The costs of fees from other agencies, including permit fees, or reimbursement for review or oversight costs needed for the project are eligible costs. However, the cost of permits or fees from the sponsor will not be eligible. Utility relocation costs are eligible for reimbursement according to previous agreements establishing rights for those utilities. The costs for specialized equipment for testing, analysis or production of documents for project-related work are also eligible.

#### **Invoicing and Reimbursements**

All eligible costs shall be invoiced on a reimbursable basis. Sponsors are encouraged to invoice quarterly and not more frequently than monthly. Any exceptions for supplemental payments must be approved in advance by MTC. For each fiscal year in which expenditures are incurred, sponsors should invoice at least once in that fiscal year. Invoices shall include only eligible costs and must show that the RM3 and matching fund sources are reimbursed and drawn down at approximately the same rate as the RM3 funds. Costs shall be accounted for in the invoice, sufficient to detail services performed with respect to the project scope as approved by MTC and payments made. An invoice format is provided to sponsors by MTC and shall include appropriate supporting reports from the sponsoring agency's general ledger. Approval of invoices shall be contingent on the timely submittal of Progress Reports. In the event such Progress Reports are not complete and current, approval of invoices shall be withheld until an acceptable Progress Report is submitted. Final reimbursement of funds will be subject to review of the delivered useable/ operable phase or segment and project close out procedures except if all the funds are used before project closeout.

Projects in or entering complex and capital intensive phases may be provided invoice forms requiring additional information and/or required to submit electronic invoices in addition to hard copies.

#### **Availability for Audits**

Sponsors of capital projects shall be available for audits as requested by MTC.

#### **TIMELY USE OF FUNDS PROVISIONS AND DEADLINES**

The majority of fund sources used for transportation improvements are bound by timely use of funds deadlines. Failure to meet specific funding milestones can result in the funds being deleted from the project. In the event of funding loss due to the sponsor's inability to meet timely use of funds provisions, the sponsor must demonstrate that the project or project phase is still deliverable.

Generally, project sponsors should encumber funds within one year of receiving an allocation. With respect to project phase milestones, 1) sponsors should not take more than 3 years to complete the environmental document and clearance process for environmental phase allocations

and 2) Right of Way agreements should be finalized within two years of the allocation of funds for right of way acquisition. Deviations from these timely use of funds guidelines should be highlighted in the progress reporting process and sponsors are required to provide an explanation for this lapse.

The expiration date of an RM3 allocation will be set according to the cash flow plan outlined in the allocation request. Final invoices for a project allocation should be submitted within sixty days of the end of the final fiscal year shown in the cash flow plan. Amendments, adjustments and extensions should be requested in writing and must be approved, in writing, by MTC staff.

Project sponsors must demonstrate and certify that they can meet all of the timely use of funds deadlines as part of the financial plan included in the Initial Project Report for the various fund sources on the project. It is encouraged that project sponsors follow the provisions of the Regional Project Delivery Policy (MTC Resolution No. 3606, Revised.).

### **Project Cancellation**

If the RM3 project or project phase is not completed, the project sponsor shall repay MTC any RM3 funds expended above the proportionate share of eligible costs for the project or project phase. With regard to vehicle procurements, removal from revenue service or sale of the vehicle prior to the end of the vehicle's useful life will result in repayment to MTC and the RM3 program for the depreciated value of the vehicle at the time of removal or sale.

Following the Commission consultation with the sponsor, public hearing and determination to redirect funds from the project, payment to MTC shall be made with interest and shall be made in accordance with a negotiated repayment schedule, not to exceed 24 months. MTC shall withhold funds due the sponsor for any missed payments under the negotiated agreement.

## **OTHER PROJECT COST CONDITIONS**

### **Maintenance and Operating Costs**

Pertaining to capital projects outlined in S&HC Section 30914.7(a), it is the obligation of the project sponsor to arrange for all costs to operate and maintain the improvement constructed under RM3. No costs will be considered as eligible for reimbursement out of RM3 capital funds to operate or maintain the facility or any portion of the facility. Requests for any initial startup costs as part of the construction contract must be approved in writing by MTC staff.

### **Escalated Costs**

RM3 funding for any individual project or program shall be limited to the amount designated in the RM3 legislation without escalation notwithstanding the provisions of Section 30914.7(e). If funding beyond RM3 amounts are required to complete the project phase the sponsor is responsible for securing the additional funding prior to allocation of RM3 funds.

### **Cost Increases**

In cases where available RM3 funds are insufficient to complete a project phase, it is the sole responsibility of the sponsor to secure the additional necessary funding. In the event that the sponsor cannot secure additional funding, and/or the project cannot be segmented, phased, or rescoped to meet the available funds and still conform to the intent of the legislation and voter

mandate, the Commission shall consult with the program or project sponsor, and conduct a public hearing as outlined in S&HC Section 30914.7(e). After the hearing, the Commission may vote to modify the project's or program's scope, decrease its level of funding, or reassign all of the funds to another regional project or program within the same corridor. If the existing project is removed from the RM3 program, MTC and the sponsor agree to share expenditures of eligible costs to date in accordance with the allocation conditions accompanying the project allocation.

Contract change orders or cost increases that may arise once the contract has been awarded that are in excess of \$250,000 or 20% of the project cost, whichever is less, shall be noticed to MTC as soon as those increases have been identified or no later than the next scheduled Progress Report. The project sponsor will provide assurance that the project phase the Commission allocated to is still deliverable. A revised financial plan for the project shall be included as part of the submitted Progress Report.

The sponsor is not authorized to claim any RM3 funds in excess of the allocation amount approved by the Commission.

**In no case shall the financial responsibility of BATA and/or MTC regarding RM3 funds exceed the amount designated in SHC 30914.7(a) and (c), or as amended by the Commission through the process outlined in SHC 30914.7(e).**

#### **Cost Savings and Cost Increases at Bid Opening**

At the time of bid opening, the responsible low bid may exceed the funding commitment of RM3 funds as well as other fund sources. If in the event of construction budget exceedances, the sponsor may seek an allocation of any remaining RM3 funds not yet allocated to the project only if other funds are committed in sufficient amounts to deliver the construction phase. If all available fund sources are not sufficient to award the project, the sponsor shall consult with MTC on suitable measures to enable the project to proceed, including but not limited to downscoping the project and rebidding, providing additional clarity to enable a more cost-effective bid, or seeking additional revenues. In no case shall the sponsor exceed the levels of RM3 funding allowable under S&HC Section 30914.7(a). In utilizing all available funding from all sources for contract award, the sponsor shall consult with MTC staff on the likelihood of cost increases during construction and what contingencies are available to address these costs, including the presentation of a risk management plan for constraining construction expenditures to available revenues. In the event of projected cost savings at bid opening, the proportional share of RM3 funds will be rescinded and shall be available to the sponsor for any cost increases associated with the project after construction award until the time of final close-out of the bid phase, including the settlement of all claims. Any requests for exceptions will be considered on a case-by-case basis.

### **MONITORING AND REPORTING REQUIREMENTS**

#### **Annual Updates**

On an annual basis, sponsors and implementing agencies may be asked to notify the Commission of anticipated allocation requests for the subsequent fiscal year (12 months). The Commission's capacity to allocate RM3 funds depends in part on the information provided by the sponsors and the failure to comply may result in the sponsor's allocation request being deferred until such time when RM3 funds become available.

### Semi-annual Progress Reports

As directed by MTC, sponsors and/or implementing agencies will provide MTC with a Semi-Annual Progress Report. Semi-annual periods begin on July 1 and January 1 of any given fiscal year. These reports are meant to update MTC on the project's scope, cost, and schedule. These reports shall include the following:

- Status: the phase currently underway and the progress since the last report; major meetings and decisions on the project; any significant accomplishments; any setbacks to the project. The sponsor should note whether they anticipate any problems, and what area these problems exist in.
- Expenditures to date: these will be specified as expenditures since the prior reporting, and will include all funding sources including RM3. These will be in sufficient detail to determine that they are eligible expenses.
- Schedule changes: any changes in the project schedule as outlined and approved in the IPR and the consequences of those changes, particularly related to project costs. If the schedule has been modified, a revised schedule must be attached.
- Cost changes: all changes should be noted in the Progress Report; changes greater than 20% or \$250,000 dollars, whichever is less, must be accompanied by a detailed explanation of what options the sponsor has considered to manage the change. If costs have changed by more than \$250,000 or 20%, whichever is greater, a revised funding plan and cash flow schedule must be attached.
- Risk management: updates on risk management process, including new and retired risks and updated risk modeling outputs, as applicable.
- Potential Claims: If RM3 funds are utilized for the construction phase of the project, then the sponsor must certify if there are any Notices of Potential Claim. If they exist, a summary of such notices as well as the likely cost or schedule impact shall be included.
- Upcoming allocation requests: Sponsors are requested to provide information on upcoming allocation requests; MTC's capacity to allocate RM3 funds depends in part on the information provided by the sponsors and the failure to comply may result in the sponsor's allocation request being deferred until such time when RM3 funds become available.
- Status of Project Specific Conditions: If project specific conditions were approved as part of the allocation, the sponsor must address the status of meeting the condition.
- Failure to provide the report and required information shall be ground for MTC to withhold reimbursements until a report is submitted and accepted by MTC.

### Increased Oversight

MTC may increase oversight of a given project due to many factors, including but not limited to project size or complexity, issues with scope, schedule, or budget, higher than expected bids, difficulties in the environmental or right-of-way phases, level of project sponsor experience with project type or magnitude, project stakeholders with competing interests, changes in project leadership or key staff, or issues with sponsor capacity in delivering the project. Increased oversight process will be implemented in collaboration with the project sponsor may include, but is not limited to, more frequent reporting periods, direct MTC (or MTC authorized agent) involvement in project meetings, field visits, audits, establishment of or participation in a project oversight group, or reports/investigations into the project by MTC. Projects appearing on the At-Risk Report (see below) will be subject to increased oversight.

**Project Close Out**

The Implementing Agency shall be responsible for notifying MTC of the completion of project, prior to submitting the final invoice for the project. After notification, MTC staff will provide the sponsor with the appropriate forms to close out the project, specific to the project type. The final close-out procedure for a project may include sponsor provided documentation verifying the completion of the project, summarizing project costs and expenditures with a reconciliation of balances remaining on the project, transmittal of final deliverables, and on-site field visits. For projects that expend all of the RM3 funds before completing the overall project as stipulated in statute, MTC has the discretion to continue requesting progress reports on the project. This will be considered on a case-by-case basis. In case of RM3 projects that include complementary bridge toll funds (RM1/RM2/AB1171) that have not been expended as yet, sponsors will be expected to continue to provide progress reports on the status of these projects.

**At Risk Report/Cooperation with Consultants**

Upon receipt of the sponsor-submitted semi-annual progress reports, MTC may prepare an At-Risk Report (Report) for submittal to the Commission that outlines critical scope, cost, or schedule changes to the project. The sponsor shall cooperate with MTC or any authorized agent of MTC in the preparation of the Report. The Report may be presented to the Commission to determine the ability of the project or project phase to be delivered, per Section 30914.7(e) of the S&HC. Regarding scope changes, any changes resulting in changes in costs or schedule should be delineated.

**CONSISTENCY WITH OTHER PLANS AND POLICIES**

Projects receiving RM3 funds must be consistent with many other regional, state, and federal plans and policies, as listed below. This section may be updated to reflect policy changes by those respective bodies. However, sponsors are responsible for ensuring project compliance with all regional, state, and federal plans and policies.

**RTP/SCS Consistency**

Capital projects seeking allocations must be consistent with the adopted Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS), which state law requires be consistent with federal planning and programming requirements. As of passage of Regional Measure 3, the current RTP/SCS is Plan Bay Area 2040; the next RTP/SCS would be Plan Bay Area 2050, with an anticipated adoption date in 2021.

**Consistency with County Plans**

For capital projects, it is required that all committed project phases be included in an adopted countywide transportation plan(s) consistent with MTC's guidelines—either a Congestion Management Plan (CMP) and/or a Countywide Transportation Plan (CTP). The phase of the project requiring funding shall be in an approved CMP, or in an adopted Capital Improvement Program (CIP) for counties that have opted out of the CMP requirement, prior to seeking allocation of RM3 funds. For multi-county projects, the project must be in the countywide plans and CMP/CIP of the counties affected by the project.

**TIP and Air Quality Conformity**

Federal laws governing requirements for regions to achieve or maintain federally mandated air quality standards require that all regionally significant transportation improvements be part of a required regional conformity finding. This regional conformity finding is performed by MTC, the Metropolitan Planning Organization (MPO) for the Bay Area, in concert with the Bay Area Air Quality Management District, and must state that if all the transportation improvements proceed, air quality standards can be reached.

A project is regionally significant if it increases transit or highway capacity or offers an alternative to established regional highway travel. Projects must be included in the conformity analysis, regardless of their fund source. To that extent, all regionally significant RM3 projects must be included in the conformity analysis for the Regional Transportation Plan (Plan) and Transportation Improvement Program (Program). Project sponsors are responsible for updating the TIP listing for their projects following an RM3 allocation or rescission or other significant change to the project. Project specific air quality conformity analysis and findings are the sole responsibility of the project sponsor.

**Title VI Compliance**

RM3 projects must be consistent with federal Title VI requirements. Title VI prohibits discrimination on the basis of race, color, disability, and national origin in programs and activities receiving federal financial assistance. Public outreach to and involvement of individuals in low income and minority communities covered under Title VI of the Civil Rights Act and the Executive Order pertaining to Environmental Justice is critical to both local and regional decisions. Sponsors of programmatic categories must consider equitable solicitation and selection of project candidates in accordance with federal Title VI and Environmental Justice requirements.

**Accommodations for Bicyclists, Pedestrians and Persons with Disabilities**

Federal, state and regional policies and directives emphasize the accommodation of bicyclists, pedestrians, and persons with disabilities when designing transportation facilities. As with many existing projects in the Bay Area, an RM3 project is likely to have a number of fund sources that make it whole. A project must incorporate the appropriate policy associated with the fund sources that make up the project. Federal, State, and regional policies and directives regarding non-motorized travel include the following:

**Federal Policy Mandates**

The Federal Highways Administration Program Guidance on bicycle and pedestrian issues makes a number of clear statements of intent, and provides best practices concepts as outlined in the US DOT “Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations.”

[https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/guidance/policy\\_accom.cfm](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/policy_accom.cfm)

**State Policy Mandates**

The California Complete Streets Act (AB 1358) of 2008 encourages cities to make the most efficient use of urban land and transportation infrastructure, and improve public health by encouraging physical activity to reduce vehicle miles traveled (VMT). Government Code Section 65302(b)(2)(A) and (B) states that any substantial revision of the circulation element of the General Plan to consider all users.

California Government Code Section 65089(b)(1)(B)(5) requires that the design, construction and implementation of roadway projects proposed for funding in the RTIP must consider maintaining bicycle access and safety at a level comparable to that which existed prior to the improvement or alteration.

Caltrans Deputy Directive 64, states: “the Department fully considers the needs of non-motorized travelers (including pedestrians, bicyclists, and persons with disabilities) in all programming, planning, maintenance, construction, operations, and project development activities and products. This includes incorporation of the best available standards in all of the Department’s practices. The Department adopts the best practices concept in the US DOT Policy Statement on Integrating Bicycling and Walking into Transportation Infrastructure.”

### **Regional Policy Mandates/Routine Accommodations Policy**

MTC Resolution 3765 requires agencies applying for regional transportation funds to consider the needs of bicyclists and pedestrians in the process of planning and designing a project. Furthermore, it is encouraged that all bicycle projects programmed in the RTIP support the Regional Bicycle Network. Guidance on considering bicycle transportation can be found in MTC’s 2009 Regional Bicycle Plan (a component of Transportation 2035) and Caltrans Deputy Directive 64. MTC’s Regional Bicycle Plan, containing federal, state and regional policies for accommodating bicycles and non-motorized travel, is available on MTC’s Web site at: <http://mtc.ca.gov/our-work/plans-projects/bicycle-pedestrian-planning>.

### **Resolution 3434 TOD policy**

In order to support the development of communities around new transit lines and stations, MTC adopted a [Transit-Oriented Development \(TOD\) Policy](#) that applies to key transit extension projects in the Bay Area. RM3 projects, as appropriate shall comply with the TOD policy, or any successor TOD policy in effect at time of allocation

### **Intelligent Transportation Systems Policy**

In collaboration with federal, state, and local partners, MTC developed the regional Intelligent Transportation Systems (ITS) Architecture. The San Francisco Bay Area Regional ITS Architecture is a roadmap for integrated and collaborative ITS projects in the Bay Area over the next 10 years and beyond. The Architecture provides the knowledge base necessary to make the most out of technological advances for planning and deployment of intelligent transportation systems that are connected and standardized across the region and beyond.

MTC, state and federal agencies require projects funded with federal highway trust funds to meet applicable ITS Architecture requirements. MTC requires all applicable projects to conform to the regional ITS architecture. Through the on-line Fund Management System (FMS) application process, RM3 project sponsors will identify the appropriate ITS category, if applicable. Information on the regional ITS architecture can be found at: <http://mtc.ca.gov/our-work/operate-coordinate/intelligent-transportation-systems-its>.

### **Transit Coordination Policy**

#### **Res. 3866 (Transit Coordination Implementation Plan)**

Res. 3866 establishes coordination requirements for Bay Area transit operators to improve the transit customer experience when transferring between transit operators and in support of regional transit projects like Clipper<sup>®</sup>, 511, the Hub Signage Program, and the Transit Passenger

Survey Program. Any agency that is an eligible recipient of funds subject to allocation or programming by MTC – including RM3 capital funds – is subject to Res. 3866 requirements, or successor resolution in place at the time of allocation. If a transit operator fails to comply, MTC may invoke the provisions of MTC Resolution No. 3866, which could affect access to funds.

### **MTC Resolution No. 4104 Compliance – Traffic Operations System Policy**

All major new freeway projects included in *Plan Bay Area 2040* and subsequent regional transportation plans shall include the installation and activation of freeway traffic operations system (TOS) elements to effectively operate the region’s freeway system and coordinate with local transportation management systems. MTC requires all applicable RM3 projects to conform to the regional policy. For purposes of this policy, a major freeway project is a project that adds lanes to a freeway, constructs a new segment of freeway, upgrades a segment to freeway status, modifies a freeway interchange, modifies freeway ramps, or reconstructs an existing freeway. TOS elements may include, but are not limited to, changeable message signs, closed-circuit television cameras, traffic monitoring stations and detectors, highway advisory radio, and ramp meters.

### **Regional Communications Infrastructure**

MTC Resolution No. 4104, Traffic Operations System Policy, requires the installation and activation of freeway traffic operations system elements. In order to facilitate implementation of technology-based strategies focused on enhancing safety, mobility and economic vitality of communities, and to expand interoperability among partner agencies, projects must install fiber communications conduit infrastructure if project limits overlap with a proposed project in the final 2019 Regional Communications Strategic Investment Plan, when both financially feasible and consistent with goals stated in the Bay Area Regional Communications Infrastructure Plan.

RM3 projects seeking funds for environmental or plans, specifications, and estimates (PS&E) phases should consider incorporating communications infrastructure into project design, ideally at the project scoping phase leading to programming. A checklist of technical recommendations are listed in the final 2019 Regional Communications Infrastructure Plan (available at the MTC website at <https://mtc.ca.gov/our-work/operate-coordinate/intelligent-transportation-systems/regional-communications-network>). For future RM3 funding commitments on new projects, projects sponsors should work with MTC to identify the appropriate communications component to support the completion of regional communications network throughout the Bay Area. A project is considered “new” if it does not have an approved Project Study Report or applicable scoping document as of December 15, 2019.

### **Interregional Project Funding and Coordination Policy**

MTC Resolution No. 4399 establishes a policy instructing use of regional discretionary funds on projects crossing beyond MTC’s jurisdictional boundary. This policy, limited to capital projects of more than \$100 million or more in total cost, establishes conditions for projects receiving regional discretionary funds and specific requirements based on the funded phase(s). RM3 projects, as applicable, shall comply with this policy.

### **MTC/BATA-SPONSORED RM3 PROGRAMS**

S&HC Section 30914.7(a) lists several programs with MTC or BATA as a sponsor, co-sponsor, or as involved in determining projects:

- (2) Bay Area Corridor Express Lanes
- (3) Goods Movement and Mitigation
- (4) San Francisco Bay Trail/Safe Routes to Transit
- (11) Core Capacity Transit Improvements
- (17) Dumbarton Corridor Improvements
- (25) Richmond-San Rafael Bridge Access Improvements
- (26) North Bay Transit Access Improvements
- (28) Next-Generation Clipper Transit Fare Payment System

MTC/BATA will develop the above-listed programs in partnership with any listed co-sponsors, and in accordance with statute and the RM3 Policies and Procedures, in separate processes. These programs are ineligible for the Letter of No Prejudice process until they have been developed.

Additionally, S&HC Section 30914.7(a) includes two projects without a directly named project sponsor:

(9) Caltrain Downtown Extension. Extend Caltrain from its current terminus at Fourth Street and King Street to the Transbay Transit Center. The Metropolitan Transportation Commission shall allocate funding to the agency designated to build the project, which shall be the project sponsor. Three hundred twenty-five million dollars (\$325,000,000).

(14) Tri-Valley Transit Access Improvements. Provide interregional and last-mile transit connections on the Interstate 580 corridor in the County of Alameda within the Tri-Valley area of Dublin, Pleasanton, and Livermore. The Metropolitan Transportation Commission shall consult with the Alameda County Transportation Commission, the Bay Area Rapid Transit District, and local jurisdictions to determine the project sponsor. One hundred million dollars (\$100,000,000).

MTC will allocate funds to these projects in accordance with S&HC Section 30914.7(a).

## **SECTION 3 – OPERATING PROGRAM GUIDANCE**

*(This section to be amended in at a later date.)*

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## **Appendix A – Capital Allocation/Letter of No Prejudice Request Forms**

### **Part 1A: RM3 Implementing Agency Resolution of Project Compliance – Allocation Request**

#### **Resolution No.**

**Implementing Agency:**

**Project Title:**

WHEREAS, SB 595 (Chapter 650, Statutes 2017), commonly referred as Regional Measure 3, identified projects eligible to receive funding under the Regional Measure 3 Expenditure Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 3 funds, pursuant to Streets and Highways Code Section 30914.7(a) and (c); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 3 funding; and

WHEREAS, allocation requests to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 3 Policies and Procedures (MTC Resolution No. 4404; and

WHEREAS, (agency name) is an eligible sponsor of transportation project(s) in the Regional Measure 3 Expenditure Plan; and

WHEREAS, the (project title) is eligible for consideration in the Regional Measure 3 Expenditure Plan, as identified in California Streets and Highways Code Section 30914.7(a); and

WHEREAS, the Regional Measure 3 allocation request, attached hereto in the Initial Project Report and incorporated herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure and cash flow plan for which (agency name) is requesting that MTC allocate Regional Measure 3 funds; now, therefore, be it

RESOLVED, that (agency name), and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 3 Policies and Procedures); and be it further

RESOLVED, that (agency) certifies that the project is consistent with the Regional Transportation Plan (RTP); and be it further

RESOLVED, that the year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and be it further

RESOLVED, that the Regional Measure 3 phase or segment is fully funded, and results in an operable and useable segment; and be it further

RESOLVED, that (agency name) approves the allocation request and updated Initial Project Report, attached to this resolution; and be it further

RESOLVED, that (agency name) approves the cash flow plan, attached to this resolution; and be it further

RESOLVED, that (agency name) has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the allocation request and updated Initial Project Report, attached to this resolution; and, be it further

RESOLVED, that (agency name) is an eligible sponsor of projects in the Regional Measure 3 Expenditure Plan, in accordance with California Streets and Highways Code 30914.7(a); and be it further

RESOLVED, that (agency name) is authorized to submit an application for Regional Measure 3 funds for (project name) in accordance with California Streets and Highways Code 30914.7(a); and be it further

RESOLVED, that (agency name) certifies that the projects and purposes for which RM3 funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq. and the applicable regulations thereunder; and be it further

RESOLVED, that there is no legal impediment to (agency name) making allocation requests for Regional Measure 3 funds; and be it further

RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of (agency name) to deliver such project; and be it further

RESOLVED, that (agency name - include for transit projects/sponsors only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and be it further

RESOLVED, that (agency name) indemnifies and holds harmless MTC, BATA, and their Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of

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(agency name), its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM3 funds. (Agency name) agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, BATA, and their Commissioners, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM3 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages, and be it further

RESOLVED, that (agency name) shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the project(s); and be it further

RESOLVED, that assets purchased with RM3 funds including facilities and equipment shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life, that the Metropolitan Transportation Commission (MTC) shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to MTC in the same proportion that Regional Measure 3 funds were originally used; and be it further

RESOLVED, that (agency name) shall post on both ends of the construction site(s) at least two signs visible to the public stating that the Project is funded with Regional Measure 3 Toll Revenues; and be it further

RESOLVED, that (agency name) authorizes its (Executive Director, General Manager, or his/her designee) to execute and submit an allocation request for the (environmental/ design/ right-of-way/ construction) phase with MTC for Regional Measure 3 funds in the amount of (\$ \_\_\_\_\_), for the project, purposes and amounts included in the project application attached to this resolution; and be it further

RESOLVED, that the (Executive Director, General Manager, or his/her designee) is hereby delegated the authority to make non-substantive changes or minor amendments to the allocation request or IPR as he/she deems appropriate.

RESOLVED, that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the (agency name) application referenced herein.

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**Part 1B: RM3 Implementing Agency Resolution of Project Compliance – Letter of No Prejudice Request**

**Resolution No.**

**Implementing Agency:**

**Project Title:**

WHEREAS, SB 595 (Chapter 650, Statutes 2017), commonly referred as Regional Measure 3, identified projects eligible to receive funding under the Regional Measure 3 Expenditure Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 3 funds, pursuant to Streets and Highways Code Section 30914.7(a) and (c); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 3 funding; and

WHEREAS, Letter of No Prejudice (LONP) requests to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 3 Policies and Procedures (MTC Resolution No. 4404); and

WHEREAS, (agency name) is an eligible sponsor of transportation project(s) in the Regional Measure 3 Expenditure Plan; and

WHEREAS, the (project title) is eligible for consideration in the Regional Measure 3 Expenditure Plan, as identified in California Streets and Highways Code Section 30914.7(a); and

WHEREAS, the Regional Measure 3 LONP request, attached hereto in the Initial Project Report and LONP Request Form, and incorporated herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure and cash flow plan for which (agency name) is requesting that MTC issue an LONP for Regional Measure 3 funds; now, therefore, be it

RESOLVED, that (agency name), and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 3 Policies and Procedures; and be it further

RESOLVED, that (agency) will fund the scope of work covered under the LONP with (fund source(s)); and be it further

RESOLVED, that (agency) proceeds with this scope of work at-risk, in the event that RM3 funds do not become available for allocation; and be it further

RESOLVED, that (agency) will only be eligible for reimbursement for this scope of work from RM3 funds following an allocation by MTC, for expenses incurred following the date of the LONP approval; and be it further

RESOLVED, that (agency) certifies that the project is consistent with the Regional Transportation Plan (RTP); and be it further

RESOLVED, that the year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and be it further

RESOLVED, that the Regional Measure 3 phase or segment is fully funded, and results in an operable and useable segment; and be it further

RESOLVED, that (agency name) approves the LONP request and updated Initial Project Report, attached to this resolution; and be it further

RESOLVED, that (agency name) approves the cash flow plan, attached to this resolution; and be it further

RESOLVED, that (agency name) has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the LONP request and updated Initial Project Report, attached to this resolution; and, be it further

RESOLVED, that (agency name) is an eligible sponsor of projects in the Regional Measure 3 Expenditure Plan, in accordance with California Streets and Highways Code 30914.7(a); and be it further

RESOLVED, that (agency name) is authorized to submit an application for an LONP request for Regional Measure 3 funds for (project name) in accordance with California Streets and Highways Code 30914.7(a); and be it further

RESOLVED, that (agency name) certifies that the projects and purposes for which RM3 funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq. and the applicable regulations thereunder; and be it further

RESOLVED, that there is no legal impediment to (agency name) making LONP requests for Regional Measure 3 funds; and be it further

RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of (agency name) to deliver such project; and be it further

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RESOLVED, that (agency name - include for transit projects/sponsors only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and be it further

RESOLVED, that (agency name) shall indemnify and hold harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of (agency name), its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM3 funds. (Agency name) agrees at its own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, BATA, and their Commissioners, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under any future allocation of RM3 funds to this scope as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages, and be it further

RESOLVED, that (agency name) shall, if any revenues or profits from any non-governmental use of property (or project) that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs, otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the project(s); and be it further

RESOLVED, that assets purchased with RM3 funds including facilities and equipment shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life, that the Metropolitan Transportation Commission (MTC) shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to MTC in the same proportion that Regional Measure 3 funds were originally used; and be it further

RESOLVED, that following an allocation of RM3 funds for this scope of work (agency name) shall post on both ends of the construction site(s) at least two signs visible to the public stating that the Project is funded with Regional Measure 3 Toll Revenues; and be it further

RESOLVED, that (agency name) authorizes its (Executive Director, General Manager, or his/her designee) to execute and submit an LONP request for the (environmental/ design/ right-of-way/ construction) phase with MTC for Regional Measure 3 funds in the amount of (\$ \_\_\_\_\_), for the project, purposes and amounts included in the project application attached to this resolution; and be it further

RESOLVED, that the (Executive Director, General Manager, or his/her designee) is hereby delegated the authority to make non-substantive changes or minor amendments to the LONP request or IPR as he/she deems appropriate.

RESOLVED, that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the (agency name) application referenced herein.

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**Part 2: RM3 Sample Opinion of Legal Counsel**

Project sponsors have the option of including the terms and conditions specified below within the Resolution of Local Support as included in Part 1. If a project sponsor elects not to include the specified language within the Resolution of Local Support, then the sponsor shall provide MTC with a current Opinion of Counsel stating that the agency is an eligible sponsor of projects for the Regional Measure 3; that the agency is authorized to perform the project for which funds or Letter of No Prejudice are requested; that there is no legal impediment to the agency applying for the funds or Letter of No Prejudice; and that there is no pending or anticipated litigation which might adversely affect the project or the ability of the agency to carry out the project. A sample format is provided below.

(Date)

To: Metropolitan Transportation Commission  
Fr: (Applicant)  
Re: Eligibility for Regional Measure 3 funds

This communication will serve as the requisite opinion of counsel in connection with the allocation of (Applicant) \_\_\_\_\_ for funding from Regional Measure 3 Expenditure Plan made available pursuant to Streets and Highways Code Section 30914.7(a)(c) for (Project Name) \_\_\_\_\_

1. (Applicant) \_\_\_\_\_ is an eligible sponsor for the Regional Measure 3 funding.
2. (Applicant) \_\_\_\_\_ is authorized to submit [an/a] [allocation/Letter of no Prejudice] request for Regional Measure 3 funding for (project) \_\_\_\_\_  
\_\_\_\_\_
3. I have reviewed the pertinent state laws and I am of the opinion that there is no legal impediment to (Applicant) \_\_\_\_\_ making applications for Regional Measure 3 funds. Furthermore, as a result of my examinations, I find that there is no pending or threatened litigation that might in any way adversely affect the proposed projects, or the ability of (Applicant) \_\_\_\_\_ to carry out such projects.

Sincerely,

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Print name

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### **Part 3: RM3 Initial Project Report (IPR) Format**

Section 30914.7(d) of the California Streets and Highways Code required that project sponsors with projects listed in the capital program of the Regional Traffic Relief Plan (Section 30914.7(a)) submit an Initial Project Report (IPR) to the Metropolitan Transportation Commission (MTC) by December 5, 2018. Furthermore, MTC requires the project sponsor to submit an updated report along with any funding allocation or Letter of No Prejudice request. The governing board of the agency submitting the allocation or Letter of No Prejudice request must approve the updated IPR before MTC can approve the IPR, Letter of No Prejudice, or allocation of funds. MTC will approve the report, or updated report, in conjunction with the funding allocation or Letter of No Prejudice.

This report shall include all information required to describe the project in detail, including the status of any environmental documents relevant to the project, additional funds required to fully fund the project, the amount, if any, of funds expended to date, and a summary of any impediments to the completion of the project. This report, or an updated report, shall include a detailed financial plan and shall notify the commission if the project sponsor will request toll revenue within the subsequent 12 months. The Initial Project Report is outlined below, with the electronic template available at <http://www.mtc.ca.gov>.

- **Project Description and Sponsor Information**, including identification of lead sponsor in coordination with all identified sponsors, and identification of agency to seek and receive allocations from MTC,
- **Project Delivery Information**, including summary of any impediments to the completion of the project, status of any environmental documents relevant to the project, status of the project phases and delivery milestones, and discussion of the operability of the project once completed.
- **Project Budget Information**, including the total budget for the project, and any prior expenditure.
- **RM3 Funding Need Information**, including RM3 expenditure (cash flow) plan, status of any prior RM3 expenditures, and identification of any RM3 funding needs for the next fiscal year, and beyond.
- **Project Funding Information**, including identification of committed funding to the project, any uncommitted funding required to fully fund the project, and segregation of the RM3 deliverable segment if different from the total project. Any timely use of funds requirements must be noted and incorporated into the overall funding schedule of the financial plan. The RM3 phase or component must be fully funded with committed funds, and it must be demonstrated that the RM3 funded phase or component results in a useable or operable segment. For transit projects resulting in expanded or enhanced services, the sponsor shall document the financial capacity to operate and maintain those services for a period of at least 10 years following the year services are initiated.
- **Allocation Budget Plan**. The sponsor must complete an Estimated Budget Plan (EBP) outlining the agency costs, consultant costs, and any other costs associated with the delivery of the Work Plan element for the allocation request. The EBP should represent

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both the RM3 funds as well as the complementary funds (for projects with complementary fund sources) for the entire work scope.

- **Governing Board Action**, including verification of approval of the IPR. The IPR must be approved by the board or governing body of the agency responsible for preparing and submitting the IPR and requested the allocation of RM3 funding prior to MTC approval of the IPR and allocation of funds. Verification of the governing board action should be attached to the IPR.
- **Agency Contact and IPR Preparation Information**, including agency and project manager, and IPR preparer contact information, and date the report was prepared or updated.

#### **Part 4: Environmental Documentation**

Pursuant to California Environmental Quality Act Public Resources Code §21000, et seq., all applicants are required to submit a valid environmental document that has been certified by the County Clerk for each project. Please refer to Public Resources Code and Title 14 of the California Code of Regulations for more information. Applicants are urged to refer to the statutory and regulatory sections cited when preparing any environmental assessment under CEQA or NEPA. Applicants should consult their environmental officer for guidance in completion of this requirement. If a project is federally funded or is anticipated to be federally funded, project sponsors must submit approved National Environmental Protection Act documents.

#### **Part 5: RM3 Evidence of Allocation and Commitment of Complementary Funds**

Applicants are required to submit evidence of the commitment of complementary funds for the phase for which the applicant is seeking an allocation of RM3 funds. Copies of the applicable resolution(s) and/or governing body actions allocating the funds to the phase, within the years displayed in the cash flow plan, must be attached to the allocation request. The applicant must demonstrate that the phase is entirely funded prior to the allocation of RM3 funds.

#### **Part 6: RM3 Allocation Work Plan**

The implementing agency must submit a detailed Work Plan covering the deliverables for which a RM3 funding allocation is being sought. The Work Plan should be consistent with the parameters included in the Board approved Initial Project Report, and must have sufficient detail regarding each deliverables' scope, cost and schedule. The elements of the work plan will serve as the basis of MTC staff review of project sponsor invoices. MTC staff will work with sponsors to ascertain the work breakdown level appropriate to the funding request being made. The Work Plan must be submitted with the allocation application request.

## **Appendix B – OPERATING PROGRAM FORMS**

*(This section to be amended in at a later date.)*

# **Regional Measure 3 Annual Report to the Legislature**

## **Attachment E**

BATA Resolution No. 4412

RM3 Letters of No Prejudice

Date: March 25, 2020  
Referred by: PAC  
Revised: 05/27/20-C 07/22/20-C  
10/28/20-C 12/16/20-C  
02/24/21-C 04/28/21-C  
06/23/21-C 07/28/21-C  
09/22/21-C

ABSTRACT

MTC Resolution No. 4412, Revised

This resolution authorizes the Executive Director to issue Letters of No Prejudice for RM3 funds for eligible projects.

This resolution includes the following attachments:

- Attachment A – Mission Bay Ferry Landing (WETA) LONP Summary
- Attachment B – Goods Movement GoPort 7<sup>th</sup> Street Grade Separation (Alameda County Transportation Commission (ACTC)) LONP Summary
- Attachment C – I-680/SR-84 Interchange Reconstruction and SR-84 Expressway Widening (ACTC) LONP Summary
- Attachment D – I-80/680/SR-12 Interchange (Solano Transportation Authority) LONP Summary
- Attachment E – US-101/I-580 Direct Connector (Transportation Authority of Marin) LONP Summary
- Attachment F – SMART System Extension to Windsor and Healdsburg (SMART) LONP Summary
- Attachment G – US-101 Marin-Sonoma Narrows Marin Segment Project (Transportation Authority of Marin) LONP Summary
- Attachment H – I-680/SR-4 Interchange Improvement Phase 1 and 2A Project (Contra Costa Transportation Authority) LONP Summary
- Attachment I – Mokelumne Trail Bicycle/Pedestrian Overcrossing of SR-4 Project (Contra Costa Transportation Authority) LONP Summary
- Attachment J – SR-262 (Mission Blvd.) Cross Connector Project (Alameda County Transportation Commission) LONP Summary
- Attachment K – I-80 Westbound Truck Scales Project (Solano Transportation Authority) LONP Summary

ABSTRACT

MTC Resolution 4412, Revised

Page 2

Attachment L – US-101 Marin-Sonoma Narrows Project (Transportation Authority of Marin) LONP Summary

Attachment M – I-80 Express Lanes Project (Solano Transportation Authority) LONP Summary

Attachment N – Vine Transit Maintenance Facility (Napa Valley Transportation Authority) LONP Summary

Attachment O – I-80 Express Lanes Project Toll System (Bay Area Infrastructure Financing Authority) LONP Summary

Attachment P – I-680 Southbound Express Lane (ACTC) LONP Summary

This resolution was revised by Commission Action on May 27, 2020 to add Attachments B and C, LONP Summaries for two RM3 projects sponsored by the Alameda County Transportation Commission (ACTC).

This resolution was revised by Commission Action on July 22, 2020 to add Attachments D and E, LONP Summaries for two RM3 projects sponsored by the Solano Transportation Authority (STA) and the Transportation Authority of Marin (TAM).

This resolution was revised by Commission Action on October 28, 2020 to add Attachment F, LONP Summary for an RM3 project sponsored by the Sonoma-Marín Area Rail Transit District (SMART).

This resolution was revised by Commission Action on December 16, 2020 to add Attachment G, LONP Summary for an RM3 project sponsored by the Transportation Authority of Marin (TAM).

This resolution was revised by Commission Action on February 24, 2021 to add Attachments H and I, LONP Summaries for two RM3 projects sponsored by the Contra Costa Transportation Authority (CCTA).

## ABSTRACT

MTC Resolution 4412, Revised

Page 3

This resolution was revised by Commission Action on April 28, 2021 to add Attachment J, LONP Summary for SR-262 (Mission Blvd.) Cross Connector Project sponsored by the Alameda County Transportation Commission; Attachment K, LONP Summary for I-80 Westbound Truck Scales Project sponsored by the Solano Transportation Authority; Attachment L, LONP Summary for US-101 Marin-Sonoma Narrows Project sponsored by the Transportation Authority of Marin; and Attachment M, LONP Summary for I-80 Express Lanes Project sponsored by the Solano Transportation Authority.

This resolution was revised by Commission Action on June 23, 2021 to add Attachment N, LONP Summary for a project sponsored by the Napa Valley Transportation Authority (NVTA).

This resolution was revised by Commission Action on July 28, 2021 to amend Attachment M, LONP Summary for the I-80 Express Lanes Project in Solano County, and to add Attachment O, LONP Summary for the I-80 Express Lanes Toll System Project in Solano County.

This resolution was revised by Commission Action on September 22, 2021 to add Attachment P, LONP Summary for the I-680 Southbound Express Lanes Project in Alameda County.

Additional discussion of this allocation is contained in the Programming and Allocations Committee Summary sheets dated March 11, 2020, May 13, 2020, July 10, 2020, October 14, 2020, December 9, 2020, February 10, 2021, April 14, 2021, June 9, 2021, July 14, 2021, and September 8, 2021.

Date: March 25, 2020  
W.I.: 1255  
Referred by: PAC

Re: Authorization to Issue Letters of No Prejudice for Regional Measure 3 Funds

METROPOLITAN TRANSPORTATION COMMISSION  
RESOLUTION No. 4412

WHEREAS, pursuant to Government Code Section 66500 *et seq.*, the Metropolitan Transportation Commission (“MTC”) is the regional transportation planning agency for the San Francisco Bay Area; and

WHEREAS, Streets and Highways Code Sections 30950 *et seq.* created the Bay Area Toll Authority (“BATA”) which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, on June 5, 2018, a special election was held in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Bay Area Toll Authority (“Authority”) adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 (“RM3”) at such special election voted affirmatively for RM3; and

WHEREAS, on December 19, 2018, the Authority adopted Resolution No. 128 adopting a toll schedule phasing in the toll increase approved pursuant to RM3, effective on January 1, 2019; and

WHEREAS, RM3 establishes the RM3 Expenditure Plan and identifies specific capital projects and programs and operating programs eligible to receive RM3 funding as identified in Sections 30914.7(a) and (c) of the California Streets and Highways Code; and

WHEREAS, BATA shall fund the projects of the RM3 Expenditure Plan by bonding or transfers to MTC; and

WHEREAS, MTC adopted RM3 Policies and Procedures for the implementation of the RM3 Expenditure Plan, specifying the allocation criteria and project compliance requirements for RM3 funding (MTC Resolution No. 4404); and

WHEREAS, the RM3 Policies and Procedures established a process whereby eligible transportation project sponsors may request a Letter of No Prejudice (LONP) for Regional Measure 3 funding; and

WHEREAS, the Attachments to this resolution, attached hereto and incorporated herein as though set forth at length, list the scope, amount, and conditions for which project sponsors have requested an LONP, and the replacement funding source used in place of RM3 funds; and

WHEREAS, the claimants to which an LONP is issued under this resolution have certified that the projects and purposes listed and recorded the Attachments are in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.); now, therefore, be it

RESOLVED, that MTC approves MTC staff's review of the LONP requests for the projects listed in the Attachments; and be it further

RESOLVED, that MTC authorizes the Executive Director to issue LONPs in accordance with the amount and activities as set forth in the Attachments; and, be it further

RESOLVED, that future allocation and reimbursement with RM3 funds will be conditioned upon successful outcome of RM3 litigation; and, be it further

RESOLVED, that future allocation and reimbursement with RM3 funds will be conditioned upon compliance with the provisions of the RM3 Policies and Procedures as set forth in length in MTC Resolution No. 4404; and be it further

RESOLVED, that future allocation and reimbursement of RM3 funds are further conditioned upon the project specific conditions as set forth in the Attachments; and, be it further

RESOLVED, that project sponsors receiving an LONP are responsible for delivering the usable project segment or complete phase with alternate funds before RM3 funds are available, at risk to the project sponsor; and be it further

RESOLVED, that an RM3 LONP does not represent a general funding commitment by MTC; in the event that RM3 funds do not become available, there is no expectation that MTC or BATA will provide alternate funds; and be it further

RESOLVED, that a certified copy of this resolution and applicable attachments shall be forwarded to the project sponsor.

METROPOLITAN TRANSPORTATION COMMISSION

  
\_\_\_\_\_  
Scott Haggerty, Chair

The above resolution was entered into by the Metropolitan Transportation Commission at the regular meeting of the Commission held in San Francisco, California, on March 25, 2020.



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	5.1	
<b>Project Title</b>	Mission Bay Ferry Landing (under the Ferry Enhancement Program)	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Water Emergency Transportation Authority (WETA)		Port of San Francisco
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(5) Ferry Enhancement Program. Provide funding to purchase new vessels, upgrade and rehabilitate existing vessels, build facilities and landside improvements, and upgrade existing facilities. The project sponsor is the San Francisco Bay Area Water Emergency Transportation Authority.	\$300,000	
<b>Sponsor Programming and LONP Request Action</b>		
The WETA Board of Directors approved WETA Resolution No. 2020-05 on 2/13/2020, programming \$25,000,000 of the RM3 Ferry Enhancement Program to the Mission Bay Ferry Landing project, and approving a \$25,000,000 RM3 LONP request.		
<b>Detailed Project Description</b>		
The Mission Bay Ferry Landing (MBFL) will provide ferry service to and from the Mission Bay neighborhood. The MBFL will provide the capability to berth two ferry boats simultaneously and will be located on Terry Francois Boulevard approximately 100 feet south of 16th Street. The Port and WETA estimate that, after completion, the MBFL will have the capacity to handle up to 6,000 passengers per day.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$25,000	25-Mar-20
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to construction of the Mission Bay Ferry Landing incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	None	



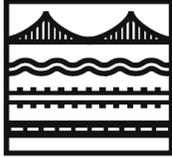
## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	5.1
<b>Project Title</b>	Mission Bay Ferry Landing (under the Ferry Enhancement Program)
<b>RM3 Replacement Funding Source</b>	Port of San Francisco Capital Fund

Project Funding Plan				Project Schedule	
Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	Port Capital	Yes	\$ 138	Jan-17	Dec-18
	Office of Community Investment & Infrastructure	Yes	\$ 47		
	<b>ENV Subtotal</b>		<b>\$ 185</b>		
PSE	Port Capital	Yes	\$ 5,971	Dec-18	Jul-19
	City and County of SF General Fund	Yes	\$ 1,240		
	<b>PSE Subtotal</b>		<b>\$ 7,211</b>		
ROW				N/A	N/A
	<b>ROW Subtotal</b>		<b>\$ -</b>		
CON	Port Capital	Yes	\$ 872	Jun-20	Dec-21
	Private donation	Yes	\$ 4,000		
	Office of Community Investment & Infrastructure	Yes	\$ 8,353		
	Port Capital (RM3 replacement)	Yes	\$ 25,000		
	<b>CON Subtotal</b>		<b>\$ 38,225</b>		
<b>Capital Funding Total</b>			<b>\$ 45,621</b>		

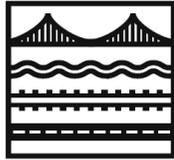


# Regional Measure 3

## Letter of No Prejudice Project Summary

### Project Information

<b>RM3 Project Number</b>	3.1	
<b>Project Title</b>	Goods Movement & Mitigation; Subproject: 7th St. Grade Separation East	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Alameda County Transportation Commission (ACTC)		ACTC
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(3) Goods Movement and Mitigation. Provide funding to reduce truck traffic congestion and mitigate its environmental effects. Eligible projects include, but are not limited to, improvements in the County of Alameda to enable more goods to be shipped by rail, access improvements on Interstate 580, Interstate 80, and Interstate 880, and improved access to the Port of Oakland. The Metropolitan Transportation Commission shall consult and coordinate with the Alameda County Transportation Commission to select projects for the program. Eligible applicants include cities, counties, countywide transportation agencies, rail operators, and the Port of Oakland. The project sponsor is the Metropolitan Transportation Commission and the Alameda County Transportation Commission.	\$160,000	
<b>Sponsor Programming and LONP Request Action</b>		
ACTC's Commission approved ACTC Resolution No. 20-005 on 3/26/2020, approving a \$55,000,000 RM3 LONP request. At the same meeting, ACTC also approved programming \$80,000,000 of the RM3 Goods Movement and Mitigation Program to the GoPort Suite of Projects (which includes the 7th Street Grade Separation project).		
<b>Detailed Project Description</b>		
The 7SGSE Project is one of the three projects included in the GoPort Program. This subproject proposes to realign and reconstruct the existing substandard railroad underpass between I-880 and Maritime Street, to increase clearance for trucks, meet other current geometric and seismic standards, and improve the shared pedestrian/bicycle pathway.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$55,000	27-May-20
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to construction of the 7th Street Grade Separation project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1   If ACTC is successful in securing other grant funding, such as federal INFRA funds, this LONP is subject to cancelation.		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	3.1
<b>Project Title</b>	Goods Movement & Mitigation; Subproject: 7th St. Grade Separation East
<b>RM3 Replacement Funding Source</b>	Measure BB, ACTC's Local Option Sales Tax

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	ACTC Measure BB	Yes	\$ 5,400	Aug-01	Oct-18
	ENV Subtotal		\$ 5,400		
PSE	ACTC Measure BB	Yes	\$ 13,620	Oct-18	Mar-20
	SB1- Local Partnership Program	Yes	\$ 7,980		
	PSE Subtotal		\$ 21,600		
ROW	ACTC Measure BB		\$ 54,000	Oct-18	Mar-20
	ROW Subtotal		\$ 54,000		
CON	SB1- Trade Corridor Enhancement Program	Yes	\$ 175,000	Oct-20	Dec-23
	ACTC Measure BB	Yes	\$ 6,000		
	ACTC Measure BB (RM3 replacement)	Yes	\$ 55,000		
	CON Subtotal		\$ 236,000		
<b>Capital Funding Total</b>			<b>\$ 317,000</b>		

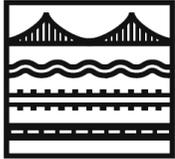


## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>		30	
<b>Project Title</b>		Interstate 680/State Route 84 Interchange Reconstruction Project	
<b>Lead Sponsor(s)</b>		<b>Other Sponsor(s)</b>	
Alameda County Transportation Commission (ACTC)		ACTC, Caltrans	
<b>Legislated Project Description</b>		<b>RM3 Legislated Funding (in \$1,000s)</b>	
(30) Interstate 680/State Route 84 Interchange Reconstruction Project. Improve safety and regional and interregional connectivity by conforming State Route 84 to expressway standards between south of Ruby Hill Drive and the Interstate 680 interchange in southern Alameda County and implementing additional improvements to reduce weaving and merging conflicts and help address the additional traffic demand between Interstate 680 and State Route 84.		\$85,000	
<b>Sponsor Programming and LONP Request Action</b>			
ACTC's Commission approved ACTC Resolution No. 20-006 on 3/26/2020, approving a \$85,000,000 RM3 LONP request.			
<b>Detailed Project Description</b>			
The Project proposes to upgrade SR-84 in southern Alameda County from south of Ruby Hill Drive to I-680, construct operational improvements to the SR-84/I-680 Interchange, and extend the existing southbound express lane from SR-84 to north of Koopman Road.			
<b>LONP Phase</b>		<b>LONP Amount (in \$1,000s)</b>	
CON		\$85,000	
		<b>LONP Approval Date</b>	
		27-May-20	
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>			
The LONP preserves future RM3 eligibility for costs related to construction of the I-680/SR-84 Interchange Reconstruction project incurred after the LONP approval date.			
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>			
1		None	



## Regional Measure 3

### Letter of No Prejudice Project Summary

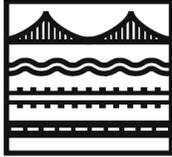
#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	30
<b>Project Title</b>	Interstate 680/State Route 84 Interchange Reconstruction Project
<b>RM3 Replacement Funding Source</b>	Measures B and BB, ACTC's Local Option Sales Taxes

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	ACTC Measure Funds	Yes	\$ 2,816	May-15	May-18
	Tri-Valley Transportation Development Fees	Yes	\$ 2,940		
	<b>ENV Subtotal</b>		<b>\$ 5,756</b>		
PSE	ACTC Measure Funds	Yes	\$ 8,400	Jun-18	Apr-20
	Tri-Valley Council Transportation Fees	Yes	\$ 8,850		
	<b>PSE Subtotal</b>		<b>\$ 17,250</b>		
ROW	ACTC Measure Funds	Yes	\$ 17,350	Jun-18	Apr-20
	Tri-Valley Council Transportation Fees	Yes	\$ 3,150		
	<b>ROW Subtotal</b>		<b>\$ 20,500</b>		
CON	ACTC Measure Funds	Yes	\$ 100,678	Nov-20	Sep-23
	State Transportation Improvement Program	Yes	\$ 11,114		
	SB1- Local Partnership Program	Yes	\$ 3,802		
	ACTC Measure Funds (RM3 replacement)	Yes	\$ 85,000		
	<b>CON Subtotal</b>		<b>\$ 200,594</b>		
<b>Capital Funding Total</b>			<b>\$ 244,100</b>		

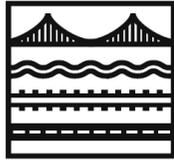


## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	21	
<b>Project Title</b>	I-80/680/SR-12 Interchange Project	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Solano Transportation Authority (STA)		STA/ Caltrans
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(21) Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project. Construct Red Top Road interchange and westbound Interstate 80 to southbound Interstate 680 connector. The project sponsor is the Solano Transportation Authority. One hundred fifty million dollars (\$150,000,000).	\$150,000	
<b>Sponsor Programming and LONP Request Action</b>		
The STA Board approved STA Resolution No. 2020-03 on 6/10/2020, approving a \$16,700,000 RM3 LONP request. STA will use State Transportation Improvement Program (STIP) funds to begin construction on Phase 2A of the Interchange project.		
<b>Detailed Project Description</b>		
The Interchange Phase 2A project will 1) remove the existing eastbound SR 12W to eastbound I-80 connector; 2) construct a new two-lane highway alignment and bridge structure for the eastbound SR 12W to eastbound I-80; 3) construct the off-ramp from eastbound SR 12W to Green Valley Road; and 4) construct a braided ramp connection for eastbound I-80 to Green Valley Road and southbound I-680.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$16,700	22-Jul-20
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to construction of the Solano Interchange Phase 2A project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1 Repaid RM3 funds will be committed to the Solano I-80 Managed Lanes funding plan.		



## Regional Measure 3

### Letter of No Prejudice Project Summary

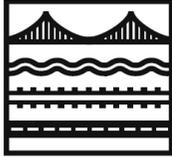
#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	21
<b>Project Title</b>	I-80/680/SR-12 Interchange Project
<b>RM3 Replacement Funding Source</b>	State Transportation Improvement Program (STIP)

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV				Oct-02	Dec-12
	ENV Subtotal		\$ -		
PSE	Bridge Tolls	Yes	\$ 1,500	Jun-18	Apr-20
	State Transportation Improvement Program	Yes	\$ 9,000		
	PSE Subtotal		\$ 10,500		
ROW	Bridge Tolls	Yes	\$ 5,200	Mar-19	Dec-20
	ROW Subtotal		\$ 5,200		
CON	SB1- Trade Corridor Enhancement Program	Yes	\$ 53,200	Aug-20	Dec-21
	Bridge Tolls	Yes	\$ 7,100		
	STIP (RM3 replacement)	Yes	\$ 16,700		
	CON Subtotal		\$ 77,000		
<b>Capital Funding Total</b>			<b>\$ 92,700</b>		

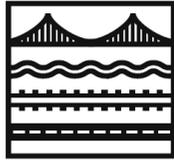


## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	25.1	
<b>Project Title</b>	US-101/I-580 Direct Connector Project	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Transportation Authority of Marin		TAM
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(25) Richmond-San Rafael Bridge Access Improvements. Fund eastbound and westbound improvements in the Richmond-San Rafael Bridge corridor, including a direct connector from northbound Highway 101 to eastbound Interstate 580, westbound access and operational improvements in the vicinity of the toll plaza east of the bridge in Contra Costa County, and Richmond Parkway interchange improvements. Of the amount allocated to this project, one hundred thirty-five million dollars (\$135,000,000) shall be dedicated to the direct connector from northbound Highway 101 to eastbound Interstate 580 in Marin County and seventy-five million dollars (\$75,000,000) shall be dedicated to the projects in Contra Costa County. The project sponsors are the Bay Area Toll Authority, the Contra Costa Transportation Authority, and the Transportation Authority of Marin. Two hundred ten million dollars (\$210,000,000).	\$135,000	
<b>Sponsor Programming and LONP Request Action</b>		
TAM's Board approved TAM Resolution No. 2020-05 on 1/23/2020, approving a \$5,600,000 RM3 LONP request.		
<b>Detailed Project Description</b>		
The Project proposes to construct a direct connection route between northbound US 101 to eastbound I-580 accessing the Richmond-San Rafael Bridge for travel toward Contra Costa County.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
Planning and Environmental	\$5,600	22-Jul-20
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the planning and environmental document phases of the US-101/I-580 Direct Connector project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	None	



## Regional Measure 3

### Letter of No Prejudice Project Summary

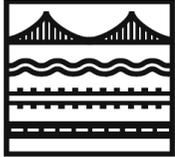
#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	25.1
<b>Project Title</b>	US-101/I-580 Direct Connector Project
<b>RM3 Replacement Funding Source</b>	Measure A, TAM's Local Option Sales Taxes

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	TAM Measure Funds	Yes	\$ 1,050	Apr-19	Dec-23
	TAM Measure Funds (RM3 Replacement)	Yes	\$ 5,600		
	ENV Subtotal		\$ 6,650		
PSE	Regional Measure 3	No	\$ 7,500	Jan-24	Dec-25
	PSE Subtotal		\$ 7,500		
ROW	Regional Measure 3	No	\$ 13,900	Jan-24	Nov-25
	ROW Subtotal		\$ 13,900		
CON	Regional Measure 3	No	\$ 108,000	Mar-26	Dec-27
	CON Subtotal		\$ 108,000		
<b>Capital Funding Total</b>			<b>\$ 136,050</b>		

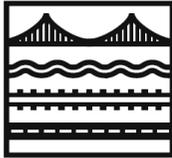


## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>		7.1	
<b>Project Title</b>		SMART System Extension to Windsor	
<b>Lead Sponsor(s)</b>		<b>Other Sponsor(s)</b>	
Sonoma Marin Area Rail Transit (SMART)		Sonoma Marin Area Rail Transit (SMART)	
<b>Legislated Project Description</b>		<b>RM3 Legislated Funding (in \$1,000s)</b>	
Sonoma-Marin Area Rail Transit District (SMART). Provide funding to extend the rail system north of the Charles M. Schulz-Sonoma County Airport to the Cities of Windsor and Healdsburg.		\$40,000	
<b>Sponsor Programming and LONP Request Action</b>			
The SMART Board of Directors approved an LONP request for \$5,000,000 on September 16, 2020, for construction on the extension to Windsor.			
<b>Detailed Project Description</b>			
Extend the SMART rail system 3.3 miles north between Sonoma County Airport and the Town of Windsor. Project includes just over 3-miles of Class 4 mainline track (rated for passenger service up to 79 mph) and 1-mile Class 4 secondary track, over 5 bridges, one station with amenities, gauntlet tracks to accommodate freight train passage, six grade crossings that will require modifications to comply with Federal Railroad Administration Positive Train Control requirements, and 3-miles of contiguous bicycle-pedestrian pathway.			
<b>LONP Phase</b>		<b>LONP Amount (in \$1,000s)</b>	
CON		\$5,000	
		<b>LONP Approval Date</b>	
		28-Oct-20	
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>			
The LONP preserves future RM3 eligibility for costs related to construction of the SMART extension to Windsor incurred after the LONP approval date.			
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>			
1	None		



## Regional Measure 3

### Letter of No Prejudice Project Summary

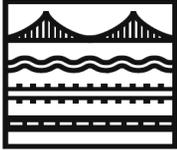
#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	7.1
<b>Project Title</b>	SMART System Extension to Windsor
<b>RM3 Replacement Funding Source</b>	Measure Q local sales tax

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV				Jan-06	Sep-18
	ENV Subtotal		\$ -		
PSE				Sep-18	Apr-20
	PSE Subtotal		\$ -		
ROW				Jan-02	Dec-02
	ROW Subtotal		\$ -		
CON	FRA CRISI (Systems)	Yes	\$ 5,000	May-20	Dec-21
	AHSC	Yes	\$ 5,000		
	TIRCP	Yes	\$ 20,000		
	Measure Q (RM3 Replacement)	Yes	\$ 5,000		
	RM3	No	\$ 30,000		
	CON Subtotal		\$ 65,000		
<b>Capital Funding Total</b>			\$ 65,000		

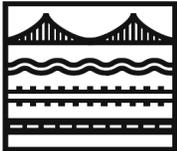


## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	20.1	
<b>Project Title</b>	US-101 Marin-Sonoma Narrows (Marin Segment)	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Transportation Authority of Marin (TAM)		TAM/ Caltrans
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(20) Highway 101-Marin/Sonoma Narrows. Construct northbound and southbound high-occupancy vehicle lanes on Highway 101 between Petaluma Boulevard South in Petaluma and Atherton Avenue in Novato. The project sponsors are the Transportation Authority of Marin and the Sonoma County Transportation Authority. One hundred twenty million dollars (\$120,000,000).	\$120,000	
<b>Sponsor Programming and LONP Request Action</b>		
The TAM Board approved TAM Resolution No. 2020-14 on 1/23/2020, approving a \$7,100,000 RM3 LONP request. TAM will use local option sales tax (Measure AA) funds to complete the right-of-way phase for the project.		
<b>Detailed Project Description</b>		
Marin-Sonoma Narrows (MSN) Contract B7 Project will widen US 101 to construct a southbound HOV lane from 0.3 miles south of the Marin/Sonoma County line to just south of the Franklin Avenue Overhead (6.0 miles), and a northbound HOV lane from 1.7 miles north of Atherton Avenue Overcrossing to 0.3 miles south of the Marin/Sonoma County line (3.5 miles). The MSN Contract B8 will relocate all the necessary overhead utilities outside of the freeway ROW, provide additional Class II bike lanes and address all remaining access control issues along this project segment.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
ROW	\$7,100	16-Dec-20
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the right-of-way phase of the MSN project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1 None.		



# Regional Measure 3

## Letter of No Prejudice Project Summary

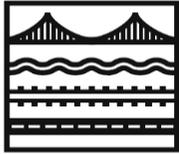
### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	20.1
<b>Project Title</b>	US-101 Marin-Sonoma Narrows (Marin Segment)
<b>RM3 Replacement Funding Source</b>	Measure AA, Marin's Local Option Sales Tax

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV				Apr-01	Oct-09
	ENV Subtotal		\$ -		
PSE	TAM Local Funds	Yes	\$ 5,800	Nov-17	Dec-20
	SB1- Local Partnership Program	Yes	\$ 500		
	Federal Surface Transportation Block Grant Pgm	Yes	\$ 2,000		
	PSE Subtotal		\$ 8,300		
ROW	TAM Local Funds	Yes	\$ 4,000	Dec-20	May-23
	TAM Local Funds (RM3 Replacement)	Yes	\$ 7,100		
	ROW Subtotal		\$ 11,100		
CON	SB1- Solutions for Congested Corridors Pgm	No	\$ 40,120	May-21	Dec-23
	RM3	No	\$ 82,900		
	CON Subtotal		\$ 123,020		
<b>Capital Funding Total</b>			<b>\$ 142,420</b>		

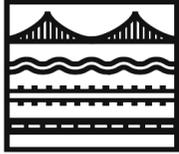


## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	19.1	
<b>Project Title</b>	Interstate 680/State Route 4 Interchange Improvements (Phase 1 and 2A)	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Contra Costa Transportation Authority		CCTA
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(19) Contra Costa Interstate 680/State Route 4 Interchange Improvements. Fund improvements to the Interstate 680/State Route 4 interchange to improve safety and reduce congestion, including, but not limited to, a new direct connector between northbound Interstate 680 and westbound State Route 4, a new direct connector between eastbound State Route 4 and southbound Interstate 680, and widening of State Route 4 to add auxiliary lanes and high-occupancy vehicle lanes. The project sponsor is the Contra Costa Transportation Authority. Two hundred ten million dollars (\$210,000,000).	\$210,000	
<b>Sponsor Programming and LONP Request Action</b>		
The Contra Costa Transportation Authority approved CCTA Resolution No. 20-34-P on 1/20/2021, approving a \$8,000,000 RM3 LONP request.		
<b>Detailed Project Description</b>		
The Project will fund improvements to I-680/SR4 Interchange to improve safety and reduce congestion, including, but not limited to, a new direct connector between northbound I-680 and westbound SR4, a new direct connector between eastbound SR4 and southbound I-680, and widening of SR4 to add auxiliary lanes and high occupancy vehicles lanes.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
Final Design	\$8,000	24-Feb-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the final design of the I-680/SR-4 Interchange project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	None	



## Regional Measure 3

### Letter of No Prejudice Project Summary

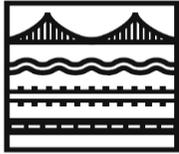
#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	19.1
<b>Project Title</b>	Interstate 680/State Route 4 Interchange Improvements (Phase 1 and 2A)
<b>RM3 Replacement Funding Source</b>	Measure J, CCTA's Local Option Sales Taxes

#### Project Funding Plan

#### Project Schedule

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV				Apr-21	Aug-22
	ENV Subtotal		\$ -		
PSE	CCTA Measure Funds (RM3 Replacement)	Yes	\$ 8,000	Apr-21	Dec-24
	SB1 Trade Corridor Enhancement Program	Yes	\$ 18,000		
	PSE Subtotal		\$ 26,000		
ROW	Regional Measure 3	No	\$ 14,000	Jul-22	Dec-24
	ROW Subtotal		\$ 14,000		
CON	Regional Measure 3	No	\$ 188,000	Feb-25	Jun-28
	SB1 Local Partnership Program	No	\$ 8,000		
	CON Subtotal		\$ 196,000		
<b>Capital Funding Total</b>			<b>\$ 236,000</b>		

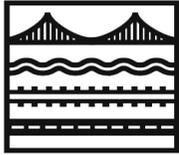


## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	34.1	
<b>Project Title</b>	Mokelumne Trail Bicycle/Pedestrian Overcrossing At SR-4 (under the East Contra Costa Intermodal Transit Center Project)	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Contra Costa Transportation Authority (CCTA)		CCTA
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(34) East Contra Costa County Transit Intermodal Center. Fund the construction of a Transit Intermodal Center in Brentwood enhancing access to eBART and Mokelumne Bike Trail/Pedestrian Overcrossing at State Route 4. The project sponsor is the Contra Costa Transportation Authority. Fifteen million dollars (\$15,000,000).	\$15,000	
<b>Sponsor Programming and LONP Request Action</b>		
The Contra Costa Transportation Authority approved Resolution No. 21-07-P on 2/17/2021, programming \$11,000,000 of the RM3 East Contra Costa Intermodal Transit Center to the Mokelumne Trail Bicycle/Pedestrian Overcrossing project and approving a \$11,000,000 RM3 request.		
<b>Detailed Project Description</b>		
The Mokelumne Bicycle/Pedestrian Overcrossing will close a gap between the existing Mokelumne Trail segments east and west of SR-4, south of the Lone Tree Way interchange. The overcrossing will include a multi-span bridge with columns in the SR-4 median. Bridge approaches will be constructed from earthen embankments. The trail overcrossing will be 18.5 feet wide to accommodate two directions of bicycle and pedestrian travel, including the safety barriers.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$11,000	24-Feb-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the construction of the Mokelumne Bike Trail/Pedestrian Overcrossing incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	None	



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	34.1
<b>Project Title</b>	Mokelumne Trail Bicycle/Pedestrian Overcrossing At SR-4 (under the East Contra Costa Intermodal Transit Center Project)
<b>RM3 Replacement Funding Source</b>	East Contra Costa Regional Fee and Financing Authority (ECCRFFA) loan

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV				Oct-17	Oct-18
	ENV Subtotal		\$ -		
PSE	BART	Yes	\$ 200	Oct-17	Jan-21
	Measure J	Yes	\$ 806		
	PSE Subtotal		\$ 1,006		
ROW	ECCRFFA	Yes	\$ 1,270	Jun-18	Jan-21
	Measure J	Yes	\$ 64		
	ROW Subtotal		\$ 1,334		
CON	ECCRFFA (RM3 Replacement)	Yes	\$ 11,000	Mar-21	Aug-22
	CON Subtotal		\$ 11,000		
<b>Capital Funding Total</b>			<b>\$ 13,340</b>		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	29.1	
<b>Project Title</b>	SR-262 (Mission Blvd.) Cross Connector Project	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Alameda County Transportation Commission (ACTC)		ACTC
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(29) Interstate 680/Interstate 880/Route 262 Freeway Connector. Connect Interstate 680 and Interstate 880 in southern Alameda County to improve traffic movement, reduce congestion, and improve operations and safety. The project sponsor is the Alameda County Transportation Commission. Fifteen million dollars (\$15,000,000).	\$15,000	
<b>Sponsor Programming and LONP Request Action</b>		
The Alameda County Transportation Commission approved ACTC Resolution No. 21-001 on 2/25/2021, approving a \$10,000,000 RM3 LONP request.		
<b>Detailed Project Description</b>		
The Project will improve operations, safety, east-west regional connectivity, and reduce congestion for travel between Interstate 680 and Interstate 880 within the SR-262 Mission Boulevard area in Fremont.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
Environmental	\$10,000	28-Apr-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the environmental document phase of the SR-262 (Mission Blvd.) Cross Connector project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	None	



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	29.1
<b>Project Title</b>	SR-262 (Mission Blvd.) Cross Connector Project
<b>RM3 Replacement Funding Source</b>	Measure BB, ACTC's Local Option Sales Taxes

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	ACTC Measure Funds (RM3 Replacement)	Yes	\$ 10,000	Oct-21	Apr-25
	ENV Subtotal		\$ 10,000		
PSE	Regional Measure 3	No	\$ 5,000	Sep-24	Jun-27
	ACTC Measure Funds	No	\$ 5,500		
	Future Funds	No	\$ 14,500		
	PSE Subtotal		\$ 25,000		
ROW	Future Funds	No	\$ 100,000	Jun-25	Jun-27
	ROW Subtotal		\$ 100,000		
CON	Future Funds	No	\$ 302,000	Jun-27	Jun-31
	CON Subtotal		\$ 302,000		
<b>Capital Funding Total</b>			<b>\$ 437,000</b>		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	22	
<b>Project Title</b>	I-80 Westbound Truck Scales	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Solano Transportation Authority (STA)		STA / Caltrans
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(22) Interstate 80 Westbound Truck Scales. Improve freight mobility, reliability, and safety on the Interstate 80 corridor by funding improvements to the Interstate 80 Westbound Truck Scales in the County of Solano. The project sponsor is the Solano Transportation Authority. One hundred five million dollars (\$105,000,000).	\$105,000	
<b>Sponsor Programming and LONP Request Action</b>		
The Solano Transportation Authority approved Resolution No. 2021-05 on 3/10/2021, approving a \$5,268,000 RM3 LONP request.		
<b>Detailed Project Description</b>		
The Project will replace the existing Cordelia Truck Scales along Westbound I-80 in Solano County. The new WB I-80 Truck Scales will be relocated 0.7 mile east from its current location and will provide a new braided offramp connection and new entrance ramp connection to/from Westbound I-80. Direct access to the facility will also be provided from westbound State Route 12 (East). The new facility will have the capacity to inspect all westbound I-80 trucks passing the facility 24 hours per day, seven days a week.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
PS&E	\$5,268,000	28-Apr-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the final design of the I-80 Westbound Truck Scales project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	The LONP is conditioned on the California Transportation Commission approving the STIP amendment to include \$5.268M in STIP funds for the final design phase of the I-80 Westbound Truck Scales project.	



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	22
<b>Project Title</b>	I-80 Westbound Truck Scales
<b>RM3 Replacement Funding Source</b>	State Transportation Improvement Program (STIP) Funds

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV				Oct-02	Dec-12
	ENV Subtotal		\$ -		
PSE	STIP Funds (RM3 Replacement)	No	\$ 5,268	Jun-21	Jun-24
	SB1 Trade Corridor Enhancement Program	Yes	\$ 24,002		
	PSE Subtotal		\$ 29,270		
ROW	Regional Measure 3	No	\$ 40,000	Jan-23	Jun-24
	ROW Subtotal		\$ 40,000		
CON	Regional Measure 3	No	\$ 54,732	Dec-24	Dec-27
	Future Funds	No	\$ 118,268		
	Regional Measure 3 (Landscaping)	No	\$ 5,000		
	CON Subtotal		\$ 178,000		
<b>Capital Funding Total</b>			<b>\$ 247,270</b>		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	20.1	
<b>Project Title</b>	US-101 Marin-Sonoma Narrows (Marin Segment)	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Transportation Authority of Marin (TAM)		TAM / Caltrans
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(20) Highway 101-Marin/Sonoma Narrows. Construct northbound and southbound high-occupancy vehicle lanes on Highway 101 between Petaluma Boulevard South in Petaluma and Atherton Avenue in Novato. The project sponsors are the Transportation Authority of Marin and the Sonoma County Transportation Authority. One hundred twenty million dollars (\$120,000,000).	\$120,000	
<b>Sponsor Programming and LONP Request Action</b>		
The TAM Board approved TAM Resolution No. 2021-01 on 4/22/2021, approving a \$80,878,000 RM3 LONP request. TAM will use local option sales tax (Measure AA), SB1 Local Partnership Formulaic Program, SB1 Solutions for Congested Corridor Program, STIP funds, and MTC-loaned federal discretionary funds to construct the project.		
<b>Detailed Project Description</b>		
Marin-Sonoma Narrows (MSN) Contract B7 Project will widen US 101 to construct a southbound HOV lane from 0.3 miles south of the Marin/Sonoma County line to just south of the Franklin Avenue Overhead (6.0 miles), and a northbound HOV lane from 1.7 miles north of Atherton Avenue Overcrossing to 0.3 miles south of the Marin/Sonoma County line (3.5 miles). The MSN Contract B8 will relocate all the necessary overhead utilities outside of the freeway ROW, provide additional Class II bike lanes and address all remaining access control issues along this project segment.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$80,878	28-Apr-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the construction phase of the MSN project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	Reimbursement subject to executed funding agreement between MTC and TAM defining terms and conditions of MTC loan of federal discretionary funding to TAM for the US-101 Marin-Sonoma Narrows project.	
2	LONP reimbursement of MTC Federal STP/CMAQ funds from BATA to TAM shall be repaid to MTC and deposited into the Exchange Fund Program (Res. 3989) for further distribution via the One Bay Area Grant (OBAG) framework.	



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	20.1
<b>Project Title</b>	US-101 Marin-Sonoma Narrows (Marin Segment)
<b>RM3 Replacement Funding Source</b>	Sales Tax, STIP, and MTC Federal Funds

Project Funding Plan				Project Schedule	
Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV				Apr-01	Oct-09
	ENV Subtotal		\$ -		
PSE	TAM Local Funds	Yes	\$ 4,800	Nov-17	Dec-20
	SB1- Local Partnership Program	Yes	\$ 500		
	Federal Surface Transportation Block Grant Pgm	Yes	\$ 2,000		
	PSE Subtotal		\$ 7,300		
ROW	TAM Local Funds	Yes	\$ 245	Dec-20	May-23
	TAM Local/LPP Funds (RM3 Replacement)	Yes	\$ 7,100		
	ROW Subtotal		\$ 7,345		
CON	SB1- Solutions for Congested Corridors Pgm	No	\$ 40,118	Jun-21	Dec-23
	MTC Fed. STP/CMAQ/FHIP Funds (RM3 Replcmt)	No	\$ 75,651		
	TAM Local Funds (RM3 Replacement)	No	\$ 4,105		
	STIP Funds (RM3 Replacement)	No	\$ 1,122		
	CON Subtotal		\$ 120,996		
<b>Capital Funding Total</b>			<b>\$ 135,641</b>		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	2.1	
<b>Project Title</b>	I-80 Express Lanes in Solano County	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Solano Transportation Authority (STA)		STA / Caltrans
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(2) Bay Area Corridor Express Lanes. Fund the environmental review, design, and construction of express lanes to complete the Bay Area Express Lane Network, including supportive operational improvements to connecting transportation facilities. Eligible projects include, but are not limited to, express lanes on Interstate 80, Interstate 580, and Interstate 680 in the Counties of Alameda and Contra Costa, Interstate 880 in the County of Alameda, Interstate 280 in the City and County of San Francisco, Highway 101 in the City and County of San Francisco and the County of San Mateo, State Route 84 and State Route 92 in the Counties of Alameda and San Mateo, Interstate 80 from Red Top Road to the intersection with Interstate 505 in the County of Solano, and express lanes in the County of Santa Clara. Eligible project sponsors include the Bay Area Infrastructure Financing Authority, and any countywide or multicounty agency in a bay area county that is authorized to implement express lanes. The Metropolitan Transportation Commission shall make funds available based on performance criteria, including benefit-cost and project readiness. Three hundred million dollars (\$300,000,000).	\$300,000	
<b>Sponsor Programming and LONP Request Action</b>		
STA approved Resolution No. 2021-06 on 4/14/2021, approving a \$101,700,000 RM3 LONP request. STA will use SB1 Trade Corridor Enhancement Program, STIP, and MTC-loaned federal discretionary funds to construct the project. STA revised Res 2021-06 on 7/14/21 to change LONP amount to \$70,424,000.		
<b>Detailed Project Description</b>		
The proposed project will construct managed lanes on westbound and eastbound I-80 to reduce public transit travel times, increase vehicle and passenger throughput, and decrease congestion. From Red Top Road to just east of Air Base Parkway, the project will convert the existing high-occupancy vehicle (HOV) lanes to express lanes. From just east of Air Base Parkway to east of I-505, the project will widen I-80 to accommodate managed lanes. The project will install static and dynamic overhead signs, electronic tolling equipment, median lighting, toll collection subsystems, electrical and communication conduits, and traffic control devices. The project will also extend an existing multiuse (Class I) trail across I-80 at Ulatis Creek. The project corridor is approximately 18 miles.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$70,424	4/28/2021; revised 7/28/2021
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the construction of the I-80 Express Lanes project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	Reimbursement subject to executed funding agreement between MTC and STA defining terms and conditions of MTC loan of federal discretionary funding to STA for the I-80 Express Lanes project.	
2	LONP reimbursement of MTC Federal STP/CMAQ funds from BATA to STA shall be repaid to MTC and deposited into the Exchange Fund Program (Res. 3989) for further distribution via the One Bay Area Grant (OBAG) framework.	



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	2.1
<b>Project Title</b>	I-80 Express Lanes in Solano County
<b>RM3 Replacement Funding Source</b>	MTC Federal Discretionary Funds, STIP Funds, Bridge Toll Savings

Project Funding Plan				Project Schedule	
Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	Toll Funds	Yes	\$ 10,900	Jan-11	Dec-15
	<b>ENV Subtotal</b>		<b>\$ 10,900</b>		
PSE	Toll Funds	Yes	\$ 18,400	Jan-16	Jun-21
	<b>PSE Subtotal</b>		<b>\$ 18,400</b>		
ROW	Toll Funds	Yes	\$ 3,200	Jan-17	Apr-21
	<b>ROW Subtotal</b>		<b>\$ 3,200</b>		
CON	SB1 Trade Corridor Enhancement Program	Yes	\$ 123,400	Sep-21	Dec-24
	MTC Federal STP/CMAQ (RM3 Replacement)	Yes	\$ 63,465		
	STIP (CRRSAA) Funds (RM3 Replacement)	Yes	\$ 1,859		
	STIP Funds (Not RM3 Replacement)	Yes	\$ 17,300		
	Bridge Toll Savings (RM3 Replacement)	Yes	\$ 1,845		
	Other Funds (RM3 Replacement)	No	\$ 3,255		
	<b>CON Subtotal</b>		<b>\$ 211,124</b>		
<b>Capital Funding Total</b>			<b>\$ 243,624</b>		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	26.1	
<b>Project Title</b>	Vine Transit Maintenance Facility (under North Bay Transit Access Improvements)	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Napa Valley Transportation Authority (NVTA)		NVTA
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(26) Provide funding for transit improvements, including, but not limited to, bus capital projects, including vehicles, transit facilities, and access to transit facilities, benefiting the Counties of Marin, Sonoma, Napa, Solano, and Contra Costa. Priority shall be given to projects that are fully funded, ready for construction, and serving rail transit or transit service that operates primarily on existing or fully funded high-occupancy vehicle lanes.	\$20,000	
<b>Sponsor Programming and LONP Request Action</b>		
The NVTA Board of Directors approved NVTA Resolution No. 21-02 on January 20, 2021, programming their \$20,000,000 share of the North Bay Transit Access Improvement RM3 project to the Vine Transit Maintenance Facility and approving a \$20,000,000 LONP request.		
<b>Detailed Project Description</b>		
NVTA will build a new bus maintenance, operations and administration facility on land purchased in 2016. The construction of facility includes six operating bays, a dispatch and command center equipped as an emergency response center, stand-alone administrative office building with training rooms, modern bus wash, bus storage for up to 100 transit vehicles of various sizes, photo-voltaic solar panels capable of producing enough to power the facility, electric bus charging stations, regional meeting/ job training center, and parking for employees and visitors.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$20,000	23-Jun-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to construction of the Vine Transit Maintenance Facility incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	None	



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	26.1
<b>Project Title</b>	Vine Transit Maintenance Facility (under North Bay Transit Access Improvements)
<b>RM3 Replacement Funding Source</b>	TIFIA loan, private loan, and TDA funds

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	TDA	Yes	\$ 250	Mar-16	Jan-18
ENV Subtotal			\$ 250		
PSE	TDA	Yes	\$ 2,029	Aug-17	Sep-19
PSE Subtotal			\$ 2,029		
ROW	TDA	Yes	\$ 2,624	Sep-18	Sep-18
ROW Subtotal			\$ 2,624		
CON	TDA (RM3 replacement)	Yes	\$ 4,414	Jun-21	Dec-22
	TIFIA (RM3 replacement)	Yes	\$ 19,917		
	FTA	Yes	\$ 5,253		
	STA SGR	Yes	\$ 63		
	Private Bank Loan (RM3 replacement)	Yes	\$ 5,000		
	SB1 Local Partnership	Yes	\$ 1,100		
	CON Subtotal		\$ 35,747		
<b>Capital Funding Total</b>			<b>\$ 40,650</b>		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	2.2	
<b>Project Title</b>	I-80 Express Lanes in Solano County (Toll System)	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Bay Area Infrastructure Financing Authority (BAIFA)		BAIFA
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(2) Bay Area Corridor Express Lanes. Fund the environmental review, design, and construction of express lanes to complete the Bay Area Express Lane Network, including supportive operational improvements to connecting transportation facilities. Eligible projects include, but are not limited to, express lanes on Interstate 80, Interstate 580, and Interstate 680 in the Counties of Alameda and Contra Costa, Interstate 880 in the County of Alameda, Interstate 280 in the City and County of San Francisco, Highway 101 in the City and County of San Francisco and the County of San Mateo, State Route 84 and State Route 92 in the Counties of Alameda and San Mateo, Interstate 80 from Red Top Road to the intersection with Interstate 505 in the County of Solano, and express lanes in the County of Santa Clara. Eligible project sponsors include the Bay Area Infrastructure Financing Authority, and any countywide or multicounty agency in a bay area county that is authorized to implement express lanes. The Metropolitan Transportation Commission shall make funds available based on performance criteria, including benefit-cost and project readiness. Three hundred million dollars (\$300,000,000).	\$300,000	
<b>Sponsor Programming and LONP Request Action</b>		
BAIFA approved Resolution No. 23 on 7/28/21, approving a \$31,276,000 RM3 LONP request. BAIFA will use various bridge toll funds and other local funds to construct the toll systems portion of the overall project.		
<b>Detailed Project Description</b>		
The proposed project will construct managed lanes on westbound and eastbound I-80 to reduce public transit travel times, increase vehicle and passenger throughput, and decrease congestion. From Red Top Road to just east of Air Base Parkway, the project will convert the existing high-occupancy vehicle (HOV) lanes to express lanes. From just east of Air Base Parkway to east of I-505, the project will widen I-80 to accommodate managed lanes. The project will install static and dynamic overhead signs, electronic tolling equipment, median lighting, toll collection subsystems, electrical and communication conduits, and traffic control devices. The project will also extend an existing multiuse (Class I) trail across I-80 at Ulatis Creek. The project corridor is approximately 18 miles.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
CON	\$31,276	28-Jul-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the construction of the I-80 Express Lanes project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1 None		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	2.2
<b>Project Title</b>	I-80 Express Lanes in Solano County (Toll System)
<b>RM3 Replacement Funding Source</b>	Bridge Toll Savings and Other Bridge Tolls

**Project Funding Plan**

**Project Schedule**

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV					
	ENV Subtotal		\$ -		
PSE					
	PSE Subtotal		\$ -		
ROW					
	ROW Subtotal		\$ -		
CON	Bridge Toll Savings (RM3 Replacement)	Yes	\$ 2,822	Sep-21	Dec-24
	Other Bridge Tolls (RM3 Replacement)	No	\$ 28,904		
	CON Subtotal		\$ 31,726		
	<b>Capital Funding Total</b>		<b>\$ 31,726</b>		



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Information

<b>RM3 Project Number</b>	2.3	
<b>Project Title</b>	I-680 Southbound Express Lane in Alameda County	
<b>Lead Sponsor(s)</b>	<b>Other Sponsor(s)</b>	<b>Implementing Agency</b>
Alameda County Transportation Commission (ACTC)		ACTC
<b>Legislated Project Description</b>	<b>RM3 Legislated Funding (in \$1,000s)</b>	
(2) Bay Area Corridor Express Lanes. Fund the environmental review, design, and construction of express lanes to complete the Bay Area Express Lane Network, including supportive operational improvements to connecting transportation facilities. Eligible projects include, but are not limited to, express lanes on Interstate 80, Interstate 580, and Interstate 680 in the Counties of Alameda and Contra Costa, Interstate 880 in the County of Alameda, Interstate 280 in the City and County of San Francisco, Highway 101 in the City and County of San Francisco and the County of San Mateo, State Route 84 and State Route 92 in the Counties of Alameda and San Mateo, Interstate 80 from Red Top Road to the intersection with Interstate 505 in the County of Solano, and express lanes in the County of Santa Clara. Eligible project sponsors include the Bay Area Infrastructure Financing Authority, and any countywide or multicounty agency in a bay area county that is authorized to implement express lanes. The Metropolitan Transportation Commission shall make funds available based on performance criteria, including benefit-cost and project readiness. Three hundred million dollars (\$300,000,000).	\$300,000	
<b>Sponsor Programming and LONP Request Action</b>		
The Alameda County Transportation Commission approved ACTC Resolution No. 21-013 on 7/22/2021, approving an \$80,000,000 RM3 LONP request.		
<b>Detailed Project Description</b>		
The project extends from SR-84 to Alcosta Boulevard through the community of Sunol and the cities of Dublin and Pleasanton. The Project scope includes pavement widening and reconstruction to accommodate the addition of 9 miles of southbound express lane, as well as supporting infrastructure such as center median barrier, retaining and sound walls, and toll equipment.		
<b>LONP Phase</b>	<b>LONP Amount (in \$1,000s)</b>	<b>LONP Approval Date</b>
Construction	\$80,000	22-Sep-21
<b>Scope - Activities eligible for future allocation and reimbursement if RM3 funds become available</b>		
The LONP preserves future RM3 eligibility for costs related to the construction phase of the I-680 Southbound Express Lane project incurred after the LONP approval date.		
<b>Conditions - In addition to the successful outcome of RM3 litigation, eligibility for future allocation and reimbursement is conditioned upon the following:</b>		
1	None	



## Regional Measure 3

### Letter of No Prejudice Project Summary

#### Project Funding Plan and Schedule

<b>RM3 Project Number</b>	2.3
<b>Project Title</b>	I-680 Southbound Express Lane in Alameda County
<b>RM3 Replacement Funding Source</b>	Measure BB, ACTC's Local Option Sales Taxes

#### Project Funding Plan

#### Project Schedule

Phase	Funding Source	Committed? (Yes/No)	Total Amount (\$1,000s)	Start	End
ENV	ACTC Measure Funds	Yes	\$ 7,000	Oct-18	Nov-20
	ENV Subtotal		\$ 7,000		
PSE	ACTC Measure Funds	Yes	\$ 20,000	Feb-20	Oct-21
	PSE Subtotal		\$ 20,000		
ROW	ACTC Measure Funds	Yes	\$ 7,000	Feb-20	Oct-21
	ROW Subtotal		\$ 7,000		
CON	ACTC Measure Funds	Yes	\$ 20,500	Apr-22	Mar-25
	ACTC Measure Funds (RM3 Replacement)	Yes	\$ 80,000		
	Local Partnership Funds (Formula/Comp.)	Yes	\$ 47,009		
	State Transportation Improvement Program	Yes	\$ 11,066		
	Future Toll Revenues	No	\$ 66,428		
	CON Subtotal		\$ 225,003		
<b>Capital Funding Total</b>			<b>\$ 259,003</b>		