

**DEL NORTE LOCAL TRANSPORTATION COMMISSION
REGULAR MEETING AGENDA: WEDNESDAY, APRIL 12, 2017 AT 3 PM
DEL NORTE COUNTY BOARD OF SUPERVISORS CHAMBERS
FLYNN ADMINISTRATIVE CENTER, 981 H STREET, CRESCENT CITY, CA**

1. Call Meeting to Order

2. Pledge of Allegiance

3. Public comment period

Anyone wishing to make public comments regarding matters either on or off the agenda and within the Commission's jurisdiction may do so at this time; however, the Commission is not permitted to act on non-agenda items.

4. Adjourn to the Policy Advisory Committee

CONSENT AGENDA

Items are considered routine in nature and voted on in one motion: Consider public comments or requests to pull matters from the consent agenda for separate action.

a) Adopt resolution 2017 04 authorizing the execution of the certifications and assurances and authorized agent forms for the Low Carbon Transit Operations Program

Staff recommendation and Redwood Coast Transit Authority request: By polled vote, adopt resolution 2017 04.

b) Adopt resolution 2017 05 to authorize Low Carbon Transit Operations Program Project submitted by Redwood Coast Transit Authority

Staff recommendation and Redwood Coast Transit Authority request: By polled vote, adopt resolution 2017 05.

c) Authorize director to sign contract with California Highway Patrol for call center services to support SAFE System.

Staff recommendation: By polled vote, authorize director to execute standard contract #17R048007 with California Highway Patrol.

POLICY and ADMINISTRATIVE

d) Last Chance Grade Project Update

Information only. Presentation by Jaime Matteoli, Project Manager.

e) Appoint DNLTC member to US Congressman Huffman’s Last Chance Grade Stakeholder Group.

Staff recommendation: Chairman Short appoints representative.

f) Cooper Avenue Project Update

Information only. Update from Eric Wier, Crescent City Engineer.

g) Authorize license agreement with Commonplace.

TAC and Staff recommendation: By polled vote, authorize staff to execute license agreement with Commonplace USA.

h) Transportation Development Act funding allocations and fund estimate

TAC and Staff recommendation: Direct staff to omit Pedestrian/Bicycle allocation for one year only and prepare corresponding TDA resolutions for future meeting.

i) Direction for style of minutes and minutes of March 8, 2017

Staff recommendation: By consensus, direct staff to provide minutes per the Roberts Rules of Order to contain mainly a record of what was done rather than what was said and submit revised minutes for March 8, 2017 on the May agenda or give other clear direction to staff regarding the style of minutes.

j) Discussion items

- State Transportation Innovation Council, Local Roadway Departure Safety Workshop
- Crescent City Non-motorized Improvement Project

5. Commissioner comments and reports

6. Action on the recommendations of the Policy Advisory Committee

Adjourn as the Policy Advisory Committee, reconvene as the Del Norte Local Transportation Commission, and by polled vote, approve and adopt the actions taken by the Policy Advisory Committee in items listed above.

7. Adjourn to the regular meeting scheduled on Wednesday, May 10, 2017 at 3 p.m.

Anyone requiring reasonable accommodation to participate in the meeting should contact the Executive Director Tamera Leighton, at (707) 465-3878, at least five (5) days prior to the meeting. For TDD use for speech and hearing impaired, please call (707) 464-2226.

CONSENT AGENDA ITEMS A-C

DATE: APRIL 12, 2017
TO: DEL NORTE LOCAL TRANSPORTATION COMMISSION
FROM: TAMERA LEIGHTON, EXECUTIVE DIRECTOR
SUBJECT: CONSENT AGENDA ITEMS

- a) **Adopt resolution 2017 04 authorizing the execution of the certifications and assurances and authorized agent forms for the Low Carbon Transit Operations Program**
Staff recommendation and Redwood Coast Transit Authority request: By polled vote, adopt resolution 2017 04.

This resolution is a requirement for the Del Norte region to apply for Low Carbon Transit Operations Program transit funding in partnership with Redwood Coast Transit Authority.

- b) **Adopt resolution 2017 05 to authorize Low Carbon Transit Operations Program Project submitted by Redwood Coast Transit Authority**
Staff recommendation and Redwood Coast Transit Authority request: By polled vote, adopt resolution 2017 05.

This resolution is a requirement for the Del Norte region to apply for Low Carbon Transit Operations Program transit funding. The projects included are the recommendation of Redwood Coast Transit Authority.

- c) **Authorize director to sign contract with California Highway Patrol for call center services to support SAFE System.**
Staff recommendation: By polled vote, authorize director to execute standard contract #17R048007 with California Highway Patrol.

This standard contract provides for call center services to support the Service Authority for Freeway Emergencies (SAFE) call box system.

RESOLUTION NO. 2017 4

**DEL NORTE LOCAL TRANSPORTATION COMMISSION RESOLUTION
AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES
AND AUTHORIZED AGENT FORMS FOR THE
LOW CARBON TRANSIT OPERATIONS PROGRAM**

WHEREAS, the Del Norte Local Transportation Commission (DNLTC) in its official capacity as the designated Regional Transportation Planning Agency, hereafter referred to as the RTPA, is responsible for the planning, allocating and programming of funds; and

WHEREAS, the DNLTC is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Del Norte Local Transportation Commission (DNLTC) wishes to delegate authorization to execute these documents and any amendments thereto to Joseph Rye, General Manager, Redwood Coast Transit Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Del Norte Local Transportation Commission (DNLTC) that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Joseph Rye, General Manager, Redwood Coast Transit Authority be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Del Norte Local Transportation Commission, a Regional Transportation Planning Agency of the State of California on the 10th day of April 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Darrin Short, Chair
Del Norte Local Transportation Commission

Attest:

Tamera Leighton, Executive Director
Del Norte Local Transportation Commission

RESOLUTION NO. 2017 5

**DEL NORTE LOCAL TRANSPORTATION COMMISSION RESOLUTION
AUTHORIZATION FOR THE EXECUTION OF THE
THE LOW CARBON TRANSIT OPERATIONS PROGRAM PROJECT:
FREE BUS PROGRAM – \$12,766**

WHEREAS, the Del Norte Local Transportation Commission (DNLTC) in its official capacity as the designated Regional Transportation Planning Agency, hereafter referred to as the RTPA, is responsible for the planning, allocating and programming of funds; and

WHEREAS, the DNLTC is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the DNLTC wishes to implement the LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Del Norte Local Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT RESOLVED by the Del Norte Local Transportation Commission that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2016/17 LCTOP funds:

Free Bus Program

LCTOP Funds Requested --PUC 99313-\$11,824

PUC 99314-\$ 942

Description of project: Demonstration project to reduce greenhouse gasses by providing free bus rides to participants, reducing auto use while heightening community awareness of transit alternatives.

Contributing Sponsor (PUC 99314)—Redwood Coast Transit Authority

PASSED AND ADOPTED by the Del Norte Local Transportation Commission, a Regional Transportation Planning Agency of the State of California on the 10th day of April 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Darrin Short, Chair
Del Norte Local Transportation Commission

Attest:

Tamera Leighton, Executive Director
Del Norte Local Transportation Commission



FY 2016-2017 LCTOP
Authorized Agent

AS THE Regional Transportation Planning Agency
(Chief Executive Officer/Director/President/Secretary)

OF THE County of Del Norte
(Name of County/City Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Tamera Leighton, Executive Director, Del Norte Local Transportation Commission OR
(Name and Title of Authorized Agent)

Joseph Rye, General Manager, Redwood Coast Transit Authority OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

Darrin Short
(Print Name)

Chair, DNLTTC
(Title)

(Signature)

Approved this 10th day of April, 20 17

Only needed if there is a change in the Authorized Agent(s).



**FY 2016-2017 LCTOP
Authorized Agent**

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

17R048007

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of California Highway Patrol (CHP)

CONTRACTOR'S NAME

Del Norte County Service Authority for Freeway Emergencies (SAFE)

2. The term of this Agreement is: 7/01/2017 through 06/30/2020

3. The maximum amount of this Agreement is: \$300.00
 (Three Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work (Agreement between Department of California Highway Patrol and Del Norte County Service Authority for Freeway Emergencies (SAFE)) 6 pages

Exhibit B – CHP/Caltrans Call Box and Motorist Aid Guidelines, incorporated by reference, Referred to as "GUIDELINES" and provided by the California Department of Transportation to all SAFE participants 111 page(s)

Exhibit C* – General Terms and Conditions (with exception to item #5, "Indemnification") GTC 610 (6/09/2010)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.


CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Del Norte County Service Authority for Freeway Emergencies (SAFE)

BY (Authorized Signature)

DATE SIGNED(Do not type)

 Refer to page 6 for signatures

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

900 Northcrest Drive PMB16, Crescent City, CA 95531


STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)

DATE SIGNED(Do not type)

 Refer to page 6 for signatures

PRINTED NAME AND TITLE OF PERSON SIGNING

Patricia Gamoning, Procurement Manager, Business Services Section

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

California Department of General Services Use Only

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AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
DEL NORTE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

THIS AGREEMENT is made and entered into by and between the State of California acting by and through Department of California Highway Patrol, hereinafter called CHP, and Del Norte County Service Authority for Freeway Emergencies, hereinafter called Del Norte County SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and the Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

TERMS AND CONDITIONS:

By and in consideration of the covenants and conditions herein contained, CHP and Del Norte County SAFE do hereby agree as follows:

1. The term of this agreement is July 1, 2017, through June 30, 2020.
2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," which is hereby incorporated by reference hereinafter called "GUIDELINES." As these GUIDELINES may be revised from time to time, it is understood that Del Norte County SAFE shall have a current copy on file for the duration of this Agreement.
3. The Agreement shall remain in force subject to the following:
 - A. That it shall not become effective until (1) Del Norte County SAFE has submitted to CHP a copy of the minutes, order, motion, resolution, or ordinance from Del Norte County SAFE approving execution of this Agreement and providing the authorization to sign on behalf of Del Norte County SAFE, and (2) that this Agreement is duly signed by both parties and approved by the Department of General Services Office of Legal Services, if applicable.
 - B. That it may be modified in writing and signed by both parties, and shall be modified through amendment by the parties to conform to any future changes to federal or state law that affects the terms of this Agreement.
 - C. Because of the time and expense early termination would entail to both parties, either party may terminate this agreement before the expiration of its term, or any extension, upon six (6) months prior written notice to the other party.
 - D. Notwithstanding subparagraph 3 C. above, CHP may terminate this Agreement upon thirty (30) days' advance written notice to Del Norte County SAFE should Del Norte County SAFE be financially unable to reimburse CHP for services rendered under this Agreement.
4. For services and assistance herein, Del Norte County SAFE agrees to reimburse CHP annually, in arrears and upon receipt of an itemized invoice, for charges identified in Sections 6 and 10. Upon receipt, payment shall be made to CHP as invoiced within sixty (60) days. If payment is not submitted because of a dispute, Del Norte County SAFE agrees to submit the reasons for the dispute to CHP within sixty (60) days of receiving the invoice charges.

A. Payment shall be made to:

Department of California Highway Patrol
Fiscal Management Section
P.O. Box 942900
Sacramento, CA 94298-2900

Attn: Bobby Contreras
Telephone: (916) 843-4280
E-mail: bcontreras@chp.ca.gov

B. Invoices shall be sent to:

Del Norte County SAFE
Attn: SAFE Program Manager
900 Northcrest Drive PMB 16
Crescent City, CA 95531

Attn: Tamera Leighton
Telephone: (707) 465-3878
Email: tleighton@dnltc.org

Each quarterly invoice shall include a thorough explanation and justification for any additional charges or changes of the amounts of past charges.

5. The maintenance of the call box system (outside of CHP communications center), including telephone service and line costs, shall be the sole responsibility of Del Norte County SAFE. Upgrades or modifications to Del Norte County SAFE's system shall be in accordance with the GUIDELINES. This notification shall be made to CHP at least thirty (30) days prior to the annual staffing analysis.
6. The Del Norte County SAFE shall reimburse CHP for all personnel costs associated with the number of Public Safety Dispatcher (PSD) positions that CHP and Del Norte County SAFE agree are required to handle call box call traffic. The CHP will only increase or decrease the number of PSDs after receiving a written request/commitment from Del Norte County SAFE stating that Del Norte County SAFE will assume all personnel costs for the additional positions.
7. Six (6) months prior to the beginning of each subsequent fiscal year, if the need arises, CHP will re-evaluate communications center call box PSD staffing requirements. The most recent twelve (12) months (annual average) of call box call activity (when available) will be used with the CHP Reimbursable Position Formula (defined in the GUIDELINES) to determine the current required staffing level. The CHP will submit to Del Norte County SAFE a letter, with applicable substantiating data, indicating any necessary changes in staffing. The Del Norte County SAFE will then respond to CHP within thirty (30) days, in writing, indicating concurrence or disagreement with the recommendation.
8. The Del Norte County SAFE shall advise CHP of any anticipated significant new installations that should be considered into the annual staffing analysis. This notification should be made to CHP at least thirty (30) days prior to the annual staffing analysis.

9. The Del Norte County SAFE may request or CHP may perform, if the need arises, a staffing analysis at any time during the year. If a change in staffing is required due to a non-predicted need, CHP and/or Del Norte County SAFE may request, in writing, such a change. Staffing changes may be necessary for, but need not be limited to, the following: increases/decreases in the number of call boxes, or significant increases/decreases in the number of call box calls.
10. The Del Norte County SAFE shall pay for its proportional share of the actual wage rate for one half (1/2) of a single CHP SAFE Coordinator position. The SAFE coordinator position will be used for SAFE-related business.

Each SAFE's proportional share billing "factor" will be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within each SAFE's boundaries to the total number of motor vehicles registered in all counties which have entered into SAFE agreements with CHP. This proportional share will be billed annually in arrears.

11. Call box calls will be handled by CHP communications centers as third level priority – after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:
 - A. Call box calls shall be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the communications center. Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases. At these times, motorists may be required to wait extended lengths of time for service.
 - B. Call box calls should be handled ideally within 3.5 minutes' (210 seconds) total call handling time. It is understood that the use of such services as the translation service contractor will increase total call handling time to levels above this standard.
12. The CHP agrees to submit an itemized invoice quarterly to Del Norte County SAFE which may include and shall not exceed the following charges:
 - A. Personnel costs (salary and benefits) determined under the terms of this Agreement. PSD personnel costs will be based on the third step of the wage scale for PSDs in effect at the time of invoicing. The SAFE Coordinator personnel costs will be based on the actual step of the wage scale for SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control. Billing will be calculated based upon the average Personnel Year (PY) for the quarter.
 - B. Indirect costs shall be applied to the monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by the California Department of Finance (DOF) and is subject to change each state fiscal year.
 - C. Translation service charges directly attributable to call box calls and billed to CHP by the translation service contractor will be reimbursed by SAFE. The CHP will maintain a contract with a translation service to provide necessary interpretation/translation services for call box-related calls. The CHP will bill SAFE, in arrears, quarterly for charges billed by the translation service contractor. All SAFE invoices will be accompanied by copies of billings from the translation services contractor.

D. Telephone system costs (if applicable).

13. The State shall provide a standard communication center telephone system, which shall also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested by Del Norte County SAFE Program shall be funded by Del Norte County SAFE
14. Call box/motorist aid system enhancements due to changing technology may require changes and/or upgrades to CHP communication center equipment. In such cases, Del Norte County SAFE shall be responsible for the procurement, installation, and maintenance of communication center equipment, unless otherwise agreed to. All equipment procured for CHP dispatch operation shall be designed jointly by CHP and Del Norte County SAFE. No equipment shall be installed in a CHP facility, which does not meet all CHP operational and technical specifications.

Communication center equipment purchased by Del Norte County SAFE and designated as CHP's property will be maintained by CHP. Otherwise Del Norte County SAFE accepts responsibility.

15. The CHP shall limit its review to Del Norte County SAFE's specifications for upgrading or modifying Del Norte County SAFE's call box system which include any potential operational affect to CHP communications centers, in accordance with the GUIDELINES. Del Norte County SAFE shall maintain and comply with its obligation to provide teletypewriter/telecommunication devices for the deaf, as specified in the GUIDELINES.
16. The total amount of this Agreement shall not exceed the Agreement's maximum of Three Hundred Dollars and Zero Cents (\$300.00). Estimated FY amounts shown below are as follows:

FY 17/18 (7/01/2017 through 6/30/2018) - \$100.00
FY 18/19 (7/01/2018 through 6/30/2019) - \$100.00
FY 19/20 (7/01/2019 through 6/30/2020) - \$100.00
TOTAL \$ 300.00

Each annual invoice shall include a thorough explanation and justification for any new additional charges or changes to the amounts of past charges.

17. Pursuant to Government Code Section 895.4, Del Norte County SAFE shall defend, indemnify, and hold harmless the CHP, as well as the CHP's appointees, officers, and employees from and all claims, actions, losses, liability and expense (including reasonable attorney's fees) arising from any injury (as defined in Government Code Section 810.8), but only in proportion to and to the extent that such claim, action, loss, liability and expense are caused by or result from the negligent or intentional acts or omissions of Del Norte County SAFE, or by its appointees, officers, or employees, during the performance of this Agreement.

Pursuant to Government Code (GC) Section 895.4, CHP shall fully defend, indemnify, and hold harmless Del Norte County SAFE, as well as the Del Norte County SAFE's appointees, officers, and employees from and against all claims, actions, losses, liability, and expense (including reasonable attorney's fees) arising from any injury (as defined in Government Code Section 810.8), but only in proportion to and to the extent that such claim, action, loss, liability, and expense are caused by or result from the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, or employees during the performance of this Agreement.

Neither termination nor completion of this Agreement shall release either CHP or Del Norte County SAFE from the obligations of this paragraph, so long as the claim, action, loss, expense, or liability is predicated upon an event that occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion of this Agreement.

18. All services under this Agreement shall be coordinated by

Department of the California Highway Patrol
Communications Centers Support Section
601 North 7th Street, Building C
Sacramento, CA 95811
(916) 843-4280
E-mail: bcontreras@chp.ca.gov
The contact person shall be CHP SAFE Coordinator.

19. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and Del Norte County SAFE and supersedes any prior representations, understandings, communications, commitments, Agreements or proposals, oral or written.

20. Under no circumstances shall SAFE or its subcontractor(s) use the name Department of California Highway Patrol or CHP to promote a product which is part of the call box system without the written consent of CHP.

21. Audits. The auditing parties hereto shall be subject to the examination and audit of the State for a period of three (3) years after final payment under the contract. In addition, SAFE and CHP may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the contract. The SAFE and CHP agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records (Government Code Section 8546.7, Public Contract Code Section (PCC) 10115 et seq., California Code of Regulations (CCR) Title 2, Section 1896). SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

22. Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual Agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and Del Norte County SAFE. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under this Agreement, and such continued performance of their duties under this Agreement shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

The remainder of this page is intentionally left blank.

23. This Agreement is entered into by the parties listed below and shall be effective upon approval by the Department of General Services Office of Legal Services, if applicable. By executing this Agreement, the representatives of CHP and Del Norte County SAFE warrant that they have viewed and fully understand all provisions of this Agreement, and are authorized to bind their respective agencies to all terms of the Agreement's provisions.

STATE OF CALIFORNIA
Department of California Highway Patrol

DEL NORTE COUNTY
Service Authority for Freeway Emergencies

Patricia Gamoning, Procurement Manager
Business Services Section

SIGNATURE

Tamera Leighton, Executive Director
Printed Name and Title of Signatory

Date

Date

Department of California Highway Patrol
P.O. Box 942898
Sacramento, CA 94898-0001

Del Norte County SAFE
SAFE Program Manager
900 Northcrest Drive PMB 16
Crescent City, CA 95531

ITEM G

DATE: APRIL 12, 2017
TO: DEL NORTE LOCAL TRANSPORTATION COMMISSION
FROM: TAMERA LEIGHTON, EXECUTIVE DIRECTOR
SUBJECT: AUTHORIZE LICENCE AGREEMENT WITH COMMONPLACE

TAC AND STAFF RECOMMENDATION: By polled vote, authorize staff to execute license agreement with Commonplace USA.

BACKGROUND: Del Norte Local Transportation Commission Overall Work Program includes providing a crowdsourcing tool for longterm community use to accommodate public comment and input on transportation infrastructure and services. The License Agreement has been reviewed and approved by counse. In the March TAC meeting and special March TAC meeting options were reviewed. In the April meeting, TAC recommended a license agreement with Commonplace.

DNLTC intends to provide a Commonplace platform to the communtiy accommodating additional public input to inform our planning decisions, to assist with information necessary for successful grant applications, to engage the communtiy in transit decisions and to ultimately inform our 2020 Regional Transportation Plan. While other Regional Transportation Planning Agencies (RTPAs) have used tools such as Commonplace, DNLTC will be providing it as a region-wide tool for both short- and long-term public input by crowdsourcing.

Commonplace Consumer Licence Agreement

April 1, 2017		Effective date
The Client	Commonplace	Parties
<p>Del Norte Local Transportation Commission 900 Northcrest Drive, PMB 16 Crescent City, California 95531 United States</p>	<p>Commonplace Digital Ltd Unit 28, Interchange Atrium 407 Chalk Farm Road, London, NW1 8HA United Kingdom</p>	<p>Address</p>
<p>Tamera Leighton, Executive Director</p>	<p>Tony Davis, Managing Director</p>	<p>Contact</p>
<p>Commonplace owns and operates the website http://commonplace.is and all subdomains thereof (including underlying technology, storage and servers) (the “Commonplace Site”) and other technology applications, properties and materials including email (the “Commonplace Properties”) that it uses to create a customised instance (the “Platform”), which it licences for the Client’s project.</p> <p>The Client is engaging in planning regeneration in the particular environment of Del Norte County its highways and communities (the “Commonplace Area”) in the State of California, and would like to understand more about the needs of people using the local environment.</p> <p>Commonplace and the Client have agreed that they shall each undertake the tasks set out in the Schedules to this Agreement. Each party shall comply with its obligations in the Standard Terms and Conditions below.</p>		<p>Overview</p>
<p>Commonplace will use its reasonable endeavours to deliver the first Community Heatmap platform - which will include both standard and customised features, by May 31, 2017 (the “Completion Target Date”), subject to timely delivery of Client Properties for the Site. The Client will specify custom details as specified in Schedule B.</p>		<p>Application</p>
<p>The Client shall supply Client Properties to Commonplace for use on the Platform. The Client hereby grants to Commonplace a worldwide, royalty-free right to ingest, adapt (to the extent required as part of technological ingestion and optimisation processes), copy, communicate to the public and otherwise use and exploit the Client Properties described in the Schedule and to include such Client Properties in the Platform and the Commonplace Site.</p>		<p>Use of Client Properties</p>

<p>This agreement is for the provision of a number of Community Heatmap and Policy Feedback Commonplace installations for use in Del Norte County as detailed in Schedule C of this Agreement.</p> <p>Commonplace Digital Ltd shall charge the client a licence fee for the duration of each of the two the Licence Term as detailed in "Licence Terms" section of this agreement below (the "Licence Fee").</p> <p>The licence fee for the first term is \$2,979.75, to which will be added local taxes as appropriate at the time of payments.</p> <p>The licence fee for the second term is \$14,500.00. The licence fee for the third term is \$14,500.00 The licence fee for the fourth term is \$11,521.70</p> <p>Payment for the first term is due within 20 days of the signing of this Agreement, and for the second term within 20 days of receipt of invoice.</p>	Licence Fee payment
<p>This Agreement shall commence on the Effective Date and is valid for three successive terms the first of which is from April 15, 2017 to June 30 2017 for the first term, July 1, 2017 to June 30, 2018 for the second term, July 1, 2018 to June 30, 2019 for the third term, and July 1, 2019 to April 14, 2020 for the fourth term. This Agreement shall continue after these terms for successive terms of twelve months unless either party sends notice in writing to the other party no less than one month prior to the end of the Initial Term or each subsequent twelve month period.</p>	Licence Term
Global	Territory
<p>THE PARTIES ACKNOWLEDGE THAT THE COMMERCIAL TERMS ABOVE, THE STANDARD TERMS AND CONDITIONS AND THE SCHEDULES CONSTITUTE A BINDING AGREEMENT BETWEEN THE PARTIES (the "Agreement"). Each party has entered into this Agreement by the signatures of its duly authorised officers on the date set out below:</p>	

Agreed and Accepted on behalf of Del Norte Local Transport Commission	Agreed and Accepted on behalf of Commonplace Digital Ltd.	
Tamera Leighton,	Tony Davis,	Name
Executive Director	Managing Director	Title
		Signature
April , 2017	April , 2017	Date

Standard Terms and Conditions

1. OBLIGATIONS

1.1 Each party shall provide the other with such data and materials as necessary for production and operation of the Platform.

1.2 The parties shall co-operate in good faith and use reasonable commercial endeavours to complete and launch the Platform on or before the Completion Target Date.

2. PAYMENT

2.1 Payment of licence fees will be due on signature of this contract, and annually on renewal thereof.

3. USER DATA

To the extent that personal data is supplied by users to the Platform, such data shall be owned by Commonplace and subject to the then effective privacy policies of Commonplace, the Data Protection Act 1998 and any other applicable law or regulation in the relevant jurisdiction. Where the Client receives personal data from users of the Platform, the Client shall comply with all applicable law and regulation.

4. TERMINATION

4.1 A party may terminate this Agreement if:

- (a) the other party commits a material breach of this Agreement and, where such breach is capable of remedy, fails to remedy that breach within 14 days of being notified of it;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party.

5. INTELLECTUAL PROPERTY

5.1 Each party is the worldwide owner of all legal and beneficial intellectual and industrial property rights (whether registered or unregistered) including goodwill, confidential information, domain names and moral rights (the "**Intellectual Property Rights**") in their respective websites and the content and branding appearing on such websites (except to the extent that a party's website incorporates elements of the other party's website in accordance with this Agreement).

5.2 Subject to the prior written approval of the relevant party in each case (not to be unreasonably withheld or delayed), each party grants to the other party a non-exclusive, non-transferable, revocable licence to use its trademarks, trade names and/or logos to facilitate its obligations under this Agreement. All goodwill arising from use shall accrue to the relevant licensing party.

6. WARRANTIES AND INDEMNITY

6.1 Each party warrants and represents to the other party that:

- (a) it is entitled to enter into this Agreement and perform its obligations set out in it;
- (b) by entering into this Agreement, it is not breaching any other agreement to which it is party;
- (c) it shall perform its obligations in accordance with all legislation and regulation; and
- (d) its use of the other party's Intellectual Property Rights shall not be derogatory to or critical of the other party or any officer, director, agent, employee, affiliate, parent or subsidiary of the other party.

6.2 Each party shall indemnify and keep the other party fully and effectively indemnified from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect, third party or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) (each a "**Claim**") suffered or incurred by either party arising out of or in connection with:

- (a) any breach of the warranties contained in this Agreement; and
- (b) any Claim for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with this Agreement.

6.3 Save as set forth in the indemnity clauses, neither party shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss of profits, revenues, goodwill or business opportunity or for any indirect, special, consequential, incidental or unforeseeable damages incurred or suffered by the other party.

6.4 Neither party intends to exclude or limit their liability for fraud or fraudulent misrepresentation, death or personal injury or any other matter where such exclusion or limitation would be unlawful.

7. CONFIDENTIAL INFORMATION

7.1 Each party shall keep confidential and shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 7.2 or 7.3.

7.2 Each party may disclose the other party's confidential information to its employees, officers, representatives or advisors solely for the purposes of carrying out the party's obligations or as may be required by law, court order or any regulatory authority.

7.3 Neither party shall make any announcement in connection with the subject matter of this Agreement publicly (via press release or other materials/statements) without the prior written consent of the other.

8. GENERAL

8.1 Any notice or other communication given or made under this Agreement shall be in writing and sent by first class prepaid letter.

8.3 Nothing in this Agreement shall be construed as constituting a partnership, joint venture or relationship of employer and employee between the parties.

8.4 For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.

8.5 This Agreement shall be governed by, enforced and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE A: COMMONPLACE OBLIGATIONS

Commonplace standard specification

1. Platform compatibility

Commonplace works on any device running a browser that fully supports HTML5. Some older versions of Internet Explorer are therefore not supported and small mobile screens (e.g. some Blackberry devices) can be difficult to navigate

- Responsive design adjusts to the size of the device

2. Features

The Commonplace platforms includes the following:

- Ability to customise Commonplace deployment (e.g. registration details, tags)
- Public, transparent map showing all comments in real time, which is accessible to everyone via an open URL (Community Heatmap).
- Ability to embed Commonplace Community Heatmap map in other websites.
- Display of client's designs including a total of three iterations during the licence period (Policy Feedback)
- Analytical dashboard to view data summary and trends in e.g. demographics and themes.
- News section.
- Survey Mode enabled.
- Capability to analyse comments on Heatmap by defined micro geographic areas.

SCHEDULE B: CLIENT OBLIGATIONS

Client to supply the information required via Project Start-Up forms to be supplied by Commonplace (which includes elements referred to above as "Client Properties"):

- Requested URL
- Registration data to be collected from users
- Landing page image
- Landing page text
- Landing page logo (if required)
- Map boundary or boundaries (for Community Heatmap sites)
- List of tags
- Policies and accompanying text content (for Policy Feedback sites)

SCHEDULE C: COMMONPLACE INSTALLATIONS TO BE SUPPLIED UNDER THIS AGREEMENT

	Area	Commonplace platform type	Timing
First Term: April 12, 2017 to June 30, 2017			
1	County-wide	Community Heatmap	Test: April 17, 2017 Launch: April 25, 2017
2	TBC	Community Heatmap	TBC
3	TBC	Community Heatmap	TBC
4	TBC	Policy Feedback	TBC
Second Term: July 1, 2017 to June 30, 2018			
1	TBC	Community Heatmap	TBC
2	TBC	Community Heatmap	TBC
3	TBC	Community Heatmap	TBC
4	TBC	Policy Feedback	TBC

ITEM H

DATE: APRIL 12, 2017
TO: DEL NORTE LOCAL TRANSPORTATION COMMISSION
FROM: TAMERA LEIGHTON, EXECUTIVE DIRECTOR
SUBJECT: TRANSPORTATION DEVELOPMENT ACT FUND ESTIMATE

TAC AND STAFF RECOMMENDATION: By polled vote, authorize staff to omit Pedestrian/Bicycle allocation for one year only and prepare corresponding TDA resolutions for a future meeting.

BACKGROUND: The State has set up a challenging situation with transit through its 5311 grant program by funding more programs than it can support. This is resulting in a reduction of program funding of approximately \$160,000. Redwood Coast Transit Authority has posted a community survey and is prioritizing services in anticipation of service cuts resulting from the funding cuts by the State. To help transit reduce the impacts to the ridership in the Del Norte region, DNLTC has examined all areas of possible reduction. Staff has discussed the needs of the partnership with Sutter Coast Hospital staff that has agreed that a program allocation of \$10,000 rather than the allowable amount of an estimated \$27,373 is sufficient.

The TAC recommendation for omitting the optional 2% allocation for pedestrian and bicycle purposes – estimated at \$11,173 – additionally helps Redwood Coast Transit Authority bridge this first year of funding crisis for transit.

Combined, these two actions reduce the transit shortfall by \$38,546. The attached spreadsheet shows the allocations per the fund estimate, the funding formulas and the TAC and staff recommendations.

The California State Legislature enacted the TDA (Mills-Alquist-Deddeh Act) in 1971. The Act was signed and became effective July 1, 1972. The TDA was enacted to assist local jurisdictions at the county-level to improve existing public transportation and encourage regional public transportation coordination. It also provides some funding for bicycle and pedestrian projects. It can also provide funding for local street and road projects when certain conditions are met.

The main purpose and priority of TDA is to provide funding for public transportation. To this end, the TDA created a Local Transportation Fund (LTF) in each county into which is deposited 1/4 cent of the state sales tax collected in that county. This was made possible by extending the

statewide sales tax to motor vehicle fuel, which broadened the overall tax base and allowed a 1/4 cent reduction in state taxes without a corresponding loss in state revenue.

The TDA was amended in 1979 (Senate Bill (SB) 620) to create the State Transit Assistance (STA) Program. The STA fund is presently generated from a statewide sales tax on motor vehicle fuel (diesel).

DNLTC is responsible for the annual allocation of TDA monies. The County Auditor serves as fund trustee.

While some is paraphrased from the TDA, the following reflects the priorities for the Del Norte County region:

1. Administrative costs (PUC Section 99233.1): Funds may be allocated to DNLTC for administrative expenses as necessary. This is an “off-the-top” distribution and is included in the overall work program. Administrative duties and audits are mandatory.
2. Bicycle and pedestrian facilities (PUC Section 99233.3): Two percent (2%) of the money remaining in the fund may be made available to the county and cities for the exclusive use of bicycle and pedestrian. This is an “off-the-top” distribution.
3. Community transit services (PUC Section 99233.7): Up to 5 percent of the remaining money in the fund shall be made available to cities, counties, and operators for claims filed pursuant to Article 4.5 (commencing with Section 99275) in those areas where claims may not be filed for those purposes specified in Article 8 (commencing with Section 99400), and may be made available to consolidated transportation service agencies unless the transportation planning agency, or a county transportation commission created pursuant to Division 12 (commencing with Section 130000), having jurisdiction finds, after considering the claims pursuant to subdivision (c) of Section 99275.5, that the allocations of money could be used to better advantage for the purposes stated in Article 4 (commencing with Section 99260) in the development of a balanced transportation system.
4. Transit operator claims (PUC Section 99233.8): The remaining money in the fund may be allocated to support public transit systems. These claims are subject to the provisions of Article 4 of the TDA.
5. Article 8 projects such as streets and roads (PUC Section 99402) and bike and pedestrian facilities (PUC Section 99400a). By practice, DNLTC does not divert transit funds to streets and roads purposes, as there are many unmet needs that are reasonable to meet.

TDA 2017/2018
Draft Estimate Worksheet: March 2017

LTF (1/4 cent retail sales tax)

3,263	Balance available
20,212	Pedestrian & Bike fund reserves
(16,949)	Net funds available
639,580	Sales Tax as estimated for next year
<u>622,631</u>	Grand Total

STA (gas/diesel sales tax)

108,323	State Controllers estimate for next year
0	State Controllers estimate for Prop 1B Fund

Totals Available

622,631	LTF Only
108,323	STA Only
<u>730,954</u>	LTF and STA

1) Admin / Planning	64,000
622,631	
<u>(64,000)</u>	
558,631	

2) Ped / Bike (2%)	
558,631	
<u>(11,173)</u>	
547,458	

3) CTSA (5%)	
547,458	
(27,373) Allowable	
(10,000) Requested	
537,458	

4) RCTA	
537,458	LTF
108,323	STA
0	STA Prop 1B
645,781	Total

5) Final Apportionment	
(A) 64,000	Admin / Planning
(B) 0	Ped / Bike
(C) 10,000	CTSA
(D) 645,781	RCTA
719,781	Total

AB 1113 (Bloom)

Restoring Longstanding State Transit Assistance Program Allocation Methodology

Background: California Transit Association Hits “Pause Button” in 2016

In Fiscal Year 2015-2016, the State Controller’s Office (SCO) implemented new calculation and allocation methodologies for the State Transit Assistance (STA) program, suddenly changing the way these vital funds are distributed. These STA grant funds – which are allocated to regions by the State Controller, for sub-allocation to each region’s transit operators, based on a long-understood formula that matches dollars to areas with half in proportion to each area’s population compared to the state and half in proportion to a calculation of each transit operator’s “revenue” compared to the statewide total – are vital to the ongoing operations and capital projects of about 145 public transit systems statewide.

Towards that end, and recognizing that many transit operators budgeted for 2015-16, and even for the 2016-17 year, based on a longstanding understanding of how the program works – the Association acted to advocate that the Legislature use the 2016-17 Budget Act to compel the State Controller to use the long-understood methodology, as reflected in the 2014-15 fourth quarter published allocations, for any remaining unallocated funds in the 2015-16 year (quarters three and four), and, for all funds to be allocated in 2016-17 and 2017-18. These changes were made law by SB 838 (Committee on Budget and Fiscal Review) [Chapter 339, Statutes of 2016].

That short-term “pause button” gives the transit industry and state officials up to two years to come up with a long-term solution.

Thus, in parallel, the Association convened interested stakeholders to develop a long-term policy proposal for the Legislature’s subsequent consideration and enactment, clarifying any ambiguities in the existing law and setting the rules more clearly going forward.

2017 Proposal: AB 1113 (Bloom)

The California Transit Association proposes in AB 1113 (Bloom) that the statutes governing the STA program be amended to clarify several ambiguities that led to the SCO’s 2016 administrative changes. Our clarifications would, we believe, restore operation of the program to how it was *supposed* to run, before the 2016 administrative changes.

Principles

AB 1113 (Bloom) is based on these principles:

1. Preserve the *status quo* for distribution of Local Transportation Funds and any other requirements of the Transportation Development Act not directly related to the STA program.
2. Clarify to which entities transportation planning agencies may directly allocate STA program funds, i.e. we need to define more clearly an “STA-eligible transit operator.”
3. Clarify that only local revenue, used to operate public transit service, may be reported to the Controller by transit operators, for purposes of the SCO calculating revenue shares for STA-eligible transit operators.
4. Create statutory clarifications and pathways for state-agency administrative procedures and policies that are no longer based on current data or extant circumstances.

Specific Proposals

From these principles, and after conversations with numerous stakeholders, we propose in AB 1113 (Bloom) the following specific statutory changes:

- A. Definition of an STA-eligible transit operator, for PUC 99314 revenue shares:
- The only entities eligible to receive STA program funds allocated by transportation planning agencies pursuant to Section 99314 of the Public Utilities Code are public transportation operators eligible to claim Local Transportation Funds under Article 4 or Article 8 of the Transportation Development Act, or, under both articles. These entities would be called “STA-eligible operators.”
 - “Public transportation operator” has the same meaning as “operator,” as that term is defined in Section 99210 of the PUC, as long as that operator operates a “public transportation system,” as that term is defined in Section 99211 of the PUC.
 - Per current law, “operator” means any transit district, included transit district, municipal operator, included municipal operator, or transit development board...
 - Per current law, “public transportation system” means any system of an operator which provides transportation services to the general public by any vehicle which operates on land or water, regardless of whether operated separated from or in conjunction with other vehicles.
 - A public transportation operator may further suballocate funds it receives pursuant to Section 99314 of the PUC, to a provider of local community transit that is otherwise ineligible to receive such funds directly.
 - Funds received pursuant to Section 99314 of the PUC may be expended by STA-eligible operators for community transit services, including on payments or allocation to entities eligible to claim Local Transportation Funds under Article 4.5 of the Transportation Development Act or pursuant to Section 99275 of the PUC.
- B. Roles & responsibilities of Caltrans and the State Controller in determining regional population, for PUC 99313 population shares:
- The Controller shall base population allocations, pursuant to Section 99313 of the PUC, on a report provided to it by the Department of Transportation on or before June 30th of each year detailing the population of each transportation planning agency. For the purpose of this report, the Department of Transportation shall utilize the most recent population estimates provided by the Department of Finance.
 - To assist the Department of Transportation in determining the amount of funding to be provided to the following entities pursuant to subdivision (c) of Section 99312 of the PUC, on or before June 1 of each year, the San Diego Metropolitan Transit Development Board, the San Diego Association of Governments, the El Dorado County Transportation Commission, the Placer County Transportation Planning Agency, and the Tahoe Regional Planning Agency shall provide the Department of Transportation with the population figures applicable to their respective jurisdictions using the most recent population estimates provided by the Department of Finance.
- C. Definition of revenue that must be reported to the SCO by an operator for purposes of PUC 99243, and which the SCO must use to calculate each operator’s revenue share for purposes of PUC 99314:
- The amount of STA program funds allocated by the State Controller to a transportation planning agency shall be based on the ratio that the total qualifying revenue of all STA-eligible operators in the area under its jurisdiction bears to the total qualifying revenue of all the STA-eligible operators in the state.
 - “Qualifying revenue” means fare revenues, including fares generated for community transit service under contract with the operator, and any other funds used by the operator in the delivery of transit service, except federal and state funds. The revenue amount for each operator shall be determined from the annual report submitted to the Controller pursuant to Section 99243 of the PUC. Revenue used for capital expenditures or depreciation does not constitute qualifying revenue.
 - The treatment of the two commuter rail agencies mentioned in the STA program statutes – the Altamont Corridor Express and the Southern California Regional Rail Authority – shall not change.

- The Controller shall determine allocation amounts pursuant to this section and Section 99314.3 of the PUC based on the qualifying revenue reported two years prior to the fiscal year in which the funds are allocated.
- Qualifying revenue for a given fiscal year shall not exceed a transit operator's annual operating expenses, as reported to the Controller. Operating expenses include, but are not limited to, the direct cost of operating transit service, and costs for community transit service provided by entities that are not eligible to receive funds directly pursuant to subdivision (a) of Section 99314.5 of the PUC, administrative costs, and routine maintenance. Operating expenses do not include transfers from an operating budget to a capital account.
- The Controller shall require operators claiming funds under this section to submit an audited Transit Operators' Financial Transaction Report within 180 days following the end of the fiscal year. Operators with revenue of less than ten million dollars may be exempt from the audit requirement.

D. Sub-allocation of revenue-based funds by transportation planning agencies:

- The amount allocated to each transportation planning agency and the San Diego Metropolitan Transit Development Board pursuant to Section 99314 of the PUC shall be allocated by such entity to the STA-eligible operators in the area of its jurisdiction.
- The amount allocated by a transportation planning agency and the San Diego Metropolitan Transit Development Board to each STA-eligible operator pursuant to Section 99314 of the PUC shall be based on the ratio that the operator's qualifying revenue bears to the total qualifying revenue of all the STA-eligible operators within the area of jurisdiction of the transportation planning agency. The Controller shall publish the share of funds corresponding with each individual operator as well as the total amount to be allocated to each transportation planning agency.

E. Community transit services:

- No revenue-share-based STA program funds allocated pursuant to Section 99314.3 of the PUC shall be allocated directly to a claimant for Local Transportation Funds under Article 4.5 of the Transportation Development Act that is exclusively operating community transit service that is not open to the general public for the purposes specified in Section 99275 of the PUC.
- An entity seeking funding for the community transit purposes specified in Section 99275 of the PUC may receive STA program funds as a subrecipient, at the discretion of either the transportation planning agency with respect to STA program funds distributed pursuant to Section 99313 of the PUC or at the discretion of an STA-eligible operator with respect to funds distributed pursuant to Section 99314.3 of the PUC.

STA Program Background

The STA program allocation statutes are contained in the Public Utilities Code sections referred to as the Transportation Development Act, and have evolved over the decades since the program was first enacted. For most of the life of that longstanding program – since about 1982 – transit operators and regional transportation agencies have understood that:

- 50% of all STA program funds flow from the Controller to regions based on the **ratio of the population of each region** to the population of the state, and, each regional agency then determines how to sub-allocate those dollars to the transit operators in its jurisdiction.
- 50% of all STA program funds flow from the Controller to regions based on the **ratio of the locally-generated revenue of each transit operator in each region** to the locally-generated revenue of all transit operators in the state, and, each regional agency is then required to sub-allocate those dollars to the transit operators in its jurisdiction based on the ratios published by the Controller.
- The definition of “transit operator” for purposes of the Controller generating annually the list of eligible STA program funding recipients has long been understood to mean, essentially, an agency providing transportation service to the general public for which a fare is collected.

The 2016 Problem

Various regional planning agencies over the years have sought clarification on the definition of “transit operator” and which organizations are eligible under the controlling statutes as a “claimant” for State Transit Assistance program funds. In response to some new questions of this nature in 2015, the Controller’s Office reconsidered its rationale for the longtime allocation practices, and the Controller’s legal counsel and implementing staff developed a new interpretation of the governing statutes and regulations; in this new interpretation, as reflected in the first quarter 2015-16 allocations released on January 16 of 2016, the Controller included in the definition of operators for which the Controller must calculate the “revenue” share of STA program funds **all public agencies who have reported financial data to the Controller in the previous year.**

Previous interpretations included mostly operators defined in Article 4 of the Transportation Development Act, but now include all those reporting as well under Article 4.5 or Article 8. **This added more than 100 new entities to the list of agencies for which the Controller calculates revenue.**

The Controller also broadened its interpretation of the regulatory guidance defining locally-generated “revenue.”

Finally, the Controller’s changes raised questions about whether **any operator is guaranteed its share of published “revenue basis” STA funds;** under the changes, the calculation was made by the Controller to determine how much of each quarterly statewide allocation goes to any particular region, whereas each region’s transportation planning agency would be solely responsible for determining sub-allocations to operators, i.e. now for 100% of STA funds, as opposed to the prior process whereby regions only determined sub-allocation of 50% of STA funds.

While our Executive Committee recognized that some agencies operating true public transportation services were added by the Controller to the list of entities for which revenue shares must be calculated to determine STA program eligibility – in other words, some deserving agencies that should probably be receiving STA funds – the Executive Committee was *more* concerned about the many unintended and potentially negative consequences of these administrative changes, **changes made without the benefit of industrywide consultation.**

For instance, because more than 100 new entities had been added to the pool of operators for which individual revenue shares must be calculated, many of our member agencies – especially in counties in which new entities were *not* added – saw their **STA shares diminished dramatically.** In addition, some **entities were added that do not, at first glance, appear to be true operators of public transportation service.**

Thus, we are supporting legislation to effectively return to the program as it was administered before the 2016 changes, with clarifications made to the statutes to ensure this outcome.

Please contact California Transit Association Executive Director Joshua W. Shaw (josh@caltransit.org or 916-446-4656) if you have any questions or concerns.

ITEM I

DATE: APRIL 12, 2017
TO: DEL NORTE LOCAL TRANSPORTATION COMMISSION
FROM: TAMERA LEIGHTON, EXECUTIVE DIRECTOR
SUBJECT: CONSIDER MINUTES AND PROVIDE DIRECTION TO STAFF

STAFF RECOMMENDATION: By consensus, direct staff to provide minutes per the Roberts Rules of Order to contain mainly a record of what was done rather than what was said and submit revised minutes for March 8, 2017 on the May agenda or give other clear direction to staff regarding the style of minutes.

BACKGROUND: PS Business Services staff reports that they have received direction from individual DNLTC members about the style of minutes. The minutes in the agenda packet are as they are provided by PS Business Services with minor corrections.

From the Roberts Rules of Order website:

For most organizations or groups, it is important for the minutes to be terse and only include a summary of the decisions. A verbatim report (transcript) is typically not useful. Unless the organization's rules require it, a summary of the discussions in a meeting is neither necessary nor appropriate.

A common distinction is that Minutes are the official written record of the meetings of an organization or group. They are not transcripts of those proceedings. Using *Robert's Rules of Order Newly Revised* the minutes should contain mainly a record of what was *done* at the meeting, not what was *said* by the members. The organization may have its own rules regarding the content of the minutes.

DNLTC staff needs clear direction from the full board regarding the minutes.

**DEL NORTE LOCAL TRANSPORTATION COMMISSION
REGULAR MEETING MINUTES: WEDNESDAY, MARCH 8, 2017 AT 3 PM**

Present: Commissioner Alex Fallman, City
Commissioner Roger Gitlin, County
Commissioner Gerry Hemmingsen, County, Vice-Chairman
Commissioner Chris Howard, County
Commissioner Heidi Kime, City
Commissioner Rex Jackman, Caltrans Alternate
Commissioner Darrin Short, City, Chairman

Absent: Commissioner Blake Inscore, City
Kevin Tucker, Caltrans, Policy Advisory Member

Also Present: Nicole Burshem, PS Business Services
Jessica Cejnar, Triplicate
Eileen Cooper, Friends of Del Norte
Kevin Heckman, Redwood Coast Transit Authority
Tamera Leighton, Local Transportation Commission
Autumn Luna, Black and Rice, Legal Council

1. Call Meeting to Order

Vice-Chair Short called the meeting to order at 3:00 p.m.

2. Public comment period

Anyone wishing to make public comments regarding matters either on or off the agenda and within the Commission's jurisdiction may do so at this time; however, the Commission is not permitted to act on non-agenda items.

The following person(s) addressed the Commission: Eileen Cooper, Friends of Del Norte, commented she wanted to speak with regards to Patrick Creek Bridge. Ms. Cooper saw a report that suggested there were three alternatives to replace the bridge. Those alternatives are preserving the bridge, upstream location, and downstream location. Caltrans settled on the downstream bridge. The preserving of the existing bridge was dismissed. The reason given is functional existence. This dismissal is ridiculous. The Commissioner failed to consider other cost alternatives. This would involve significant compromises to design standards.

3. Election of Chairperson and Vice Chairperson

Requested Action: By motion, elect a Chairperson and Vice Chairperson for 2017. Discussion was held in regard to elections. Commissioner Howard nominated Commissioner Darrin Short as chair for the Del Norte Local Transportation commissioner.

On a motion by Commissioner Howard, seconded by Commissioner Hemmingsen, and unanimously carried on a polled vote, the Del Norte Local Transportation Commission Board of Commissioners approved Commissioner Darrin Short reside as the new Chair. Commissioner Howard nominated Commissioner Gerry Hemmingsen as Vice-Chair. On a motion by Commissioner Howard, seconded by Commissioner Fallman, and unanimously carried on a polled vote, the Del Norte Local Transportation Commission approved Commissioner Gerry Hemmingsen as Vice-Chair.

4. Adjourn to the Policy Advisory Committee

The Del Norte Local Transportation Commission adjourned at 3:07 a.m. and immediately reconvened as the Policy Advisory Committee.

CONSENT AGENDA

Items are considered routine in nature and voted on in one motion: Consider public comments or requests to pull matters from the consent agenda for separate action.

a) Minutes of January 12, 2017

Staff recommendation: By consensus, accept minutes of January 12, 2017.

b) Adopt resolution 2017 02 to provide the administration of the California Transit Security Grant Program of the Office of Emergency Services

Staff recommendation and Redwood Coast Transit Authority request: By polled vote, adopt resolution 2017 02 authorizing the executive director and the Redwood Coast Transit Authority general manager to execute any actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services under the California Transit Security Grant Program.

c) Adopt resolution 2017 03 to authorize Overall Work Program Amendment 3

Staff and TAC recommendation: By polled vote, adopt resolution 2017 03 authorizing the administrative amendment of the Overall Work Program for reimbursement to County of Del Norte for Data Collection and Counts.

On a motion by Commissioner Fallman, seconded by Commissioner Hemmingsen, and carried on a polled vote with Policy Advisory Member Jackman abstained, the Del Norte Local Transportation Commission Board of Commissioners approved and adopted the consent agenda items 4 a.-c.

POLICY and ADMINISTRATIVE

d) US Highway 199 Bridge Replacement and Curve Realignment update

Information only: Presentation by Kim Floyd, Project Manager.

Discussion was held in regard to highway bridge replacement and curve realignment. Ms. Leighton introduced Kim Floyd, Caltrans Project Manager, for presentation to

provide information to the public. Kim Floyd reported she was assigned these projects 8- 9 months ago. Ms. Floyd is here to give a brief update on the projects. The project purpose is to construct improvements to allow STAA trucks access on the roads. This was a Federal act established in 1982. The two different types of STAA trucks are California legal and STAA designation. What the primary concern for the STAA vehicle is looking to allow a 25-foot truck and a 53-foot trailer. There is no difference in weight limit in California legal trucks and STAA trucks. Ms. Floyd presented a slide of the two different lengths of trucks. Ms. Floyd noted that Recreational Vehicles have a 65 feet maximum length as well. Ms. Floyd reported the current route for the trucks is a 254 mile one way trip, but the intent is to remove some pinch points on Highway 199 and Highway 197 and have an 82 mile one way trip. Commissioner Hemmingsen asked if there was STAA access between Smith River and Crescent City. Ms. Floyd responded the current STAA access would be coming down north on Highway 101 into Crescent City. Ms. Floyd reported removing the current STAA restriction is important priority to Caltrans and regionally. Ms. Floyd reported the considerations for the fixes are because trucks cannot stay within their lane now, so improvements needed to be made are to make those accessible to the STAA trucks. Ms. Floyd reported there is poor sight distance, narrow to no shoulders, steep slopes, sensitive, environmental resources, landslides, narrow canyons, reversing curves, narrow bridge, and large trees. Highway 197 projects are State projects. Caltrans will be doing curve improvement and widening. Highway 199 is the Patrick Creek project and there are narrows inside of it. Patrick Creek's widening project contracts were terminated and all work halted. Ms. Floyd reported Ruby 2 on Highway 197 is some minor re-alignment and some spot shoulder widening to fit the trucks. Ms. Floyd reported Highway 199 Patrick Creek project is the regional project that is funded by the Del Norte regional funds from the State. The bridge replacement and curve realignment construction costs are 15.2 million. The project was awarded and in construction, but we ended up terminating the project's contract because of the litigation and the resulting injunction. Commissioner Gitlin asked what is the nature of the injunction or length of time. Ms. Floyd responded she will go through that with the project descriptions. The proposed work is to widen roadway, constructing a retaining wall toward the river, doing some work on existing culverts, and there will be no removal of trees. Ms. Floyd reported the next spot is the narrows along the road and we will be widening the road away from the river. There will be some excavation with some controlled blasting. Ms. Floyd reported Patrick Creek Location 2, we are looking at realignment and widening. It does involve replacing a bridge that is now over 90 years old. This work would take three construction seasons over all. The new bridge will have two 12 foot lanes and eight foot shoulders. Ms. Floyd reported Patrick Creek Location 3, we are looking at realignment, shoulder widening, and construct retaining wall on the river side. There is also the Washington curve project, that is a state sponsored project that will have realignment and shoulder widening, work on exiting culvert, and all four projects were halted due to litigation and resulting in injunction. Currently there were two injunctions filed one in federal court

and one in state court. The one in federal court we had to go back and do some endangered species consultation and that case was dismissed. The CEQA (California Environmental Quality Act) case, which is the state case, has been stayed until the Section 7 or endangered species consultation is complete. The projects begun in 2007, we had environmental clearance in 2013 for the Patrick Creeks project, we were good to go in June 2013, lawsuits were filed on environmental documents, federal injunction was granted in May 2014, and we did decide to terminate the project construction contract based on this injunction. Ms. Leighton asked for the definition of terminating the project. Ms. Floyd responded the project is still a regional priority, but at the time we decided to let go the contractor because we had to do endangered species work. When we let go the contractor he filed a potential claim for \$3 million dollars. The next steps are to complete section 7 consultations and perform CEQA/NEPA updates for 2017. At this time, we did submit the biological assessment. Caltrans could take a lead on the NEPA side, but we have to renew are subscription for that. They have 90 days to go over the paperwork if they choose to do so. Ms. Floyd is hoping to have the report back by spring 2019. Commissioner Gitlin thanked Ms. Floyd for the update on the projects and asked what the time frame of that study would be released or challenged or moved forward. Ms. Floyd responded the study shows what we will do, what the impacts will be, and Caltrans will try to minimize those impacts. The big thing that happened is we had NEPA delegation and that has to be renewed. Commissioner Gitlin asked if the NOAA report would be released next month. Ms. Floyd responded that was correct the report will be released next month. Commissioner Gitlin asked what the total length from cab to end is for the STAA trucks. Ms. Floyd responded the California legal truck has an over length restriction of 65 feet and the STAA truck has a 53 feet maximum length for the trailer so comparisons aren't direct. Commissioner Gitlin asked what the objection is to the STAA truck. Ms. Floyd responded there are a variety of claimed objections. There's no weight difference, just increase in freight moved. Commissioner Hemmingsen reported there is a length difference of approximately 10 feet at the maximum, but the STAA trucks are not louder or heavier than the California legal trucks. Chairman Short asked if the STAA trucks could or couldn't maintain the lane on the curves. Ms. Floyd responded they ran the STAA trucks to determine the result and that is why we are widening roads. Commissioner Gitlin noted that there needs to be more research on the increase in cost of goods in the community. Ms. Leighton reported what we found is that often times the additional cost of the transportation isn't passed on to the consumer because costs are set by a corporation. Home Depot, for example, has its costs set by a corporation. Commissioner Gitlin would like to see a survey of a product offered to Grants Pass compared to Del Norte County. Eileen Cooper, Friends of Del Norte, commented the picture of the STAA trucks was incomplete they show numerous configurations. Ms. Cooper was surprised that off tracking didn't get mentioned. That happens quite often. Ms. Cooper urges everyone to read the Smith Report. Ms. Cooper expressed that putting these off-tracking vehicles on this road is insufficient. The mandatory exemptions are extremely dangerous on this road where

there is no place to turn off just river and cliffs. There were some safer alternatives. This has cut safety so that this road will be less safe when they get done with it.

e) Discussion items

- Last Chance Grade - Ms. Leighton reported that all of the transportation planning agencies in the North State Super Region signed a resolution to be a part of a group. Ms. Leighton reported there are two meetings conducted a year. In this document, we have a transportation needs assessment. This was included in your agenda packet. There is significant information about Last Chance Grade. There are priority projects, but we want to place this at the top of our list. This document has no national influence and is just one more way to acknowledge this work is not just about Del Norte or Caltrans District 1. Ms. Leighton received a copy of a Letter from Congressman Huffman's office, which was included in your packet for informational purposes only. Commissioner Gitlin asked what is the dimensions of this north-state region. Ms. Leighton responded the dimensions are shown on the front page of the report. Policy Advisory Member Jackman reported Kevin Tucker usually participates on this committee. Mr. Jackman is not as familiar with the current state of details, but did receive briefing from Sebastian Cohen. Policy Advisory Member Jackman reported up until this afternoon the plan was to address the most recent damage by doing drilling and inserting reinforcement steel to try to prevent further slippage. Caltrans wanted to do that with one hour closures. Mr. Jackman received word that Caltrans will be doing the work during the day time hours with 10 minute or so traffic control. Two days ago, there was an additional slip out of about 10 feet at post mile 14.4. Driving through there you can see a dramatic difference and the folks that are onsite are working hard to get this fixed. Policy Advisory Member Jackman reported that he was informed the overall situation has not changed in terms of the need to continue to gather more detailed data. There was a camera purchased to set up a web portal to allow public to view what's going on at the site. Sebastian Cohen will be going on a fly over with Senator McGuire to assess the areas. Commissioner Hemmingsen thanked Policy Advisory Member Jackman for providing an update on the situation. Commissioner Hemmingsen explained on Highway 199, this now has stretched out to be a problem legislatively and we need to update our NEPA authority. Commissioner Hemmingsen did meet the new director. Last Chance Grade took up two thirds of the meeting. Caltrans is very aware that this project needs to be taken care of. They are speeding things up the best they can. Mr. Hensel, Commercial Fisherman, his livelihood is taking a good catch through Last Chance Grade. While the crabbing situation seems to have changed considerably. I have an option for you and thinks it would be a good idea for some group or someone to look at what kind of situation around the roads and heard there are many logging roads that go through the back area to get roads connected. Mr. Hensel's biggest concern is if he travels to Eureka would he be

able to get home. Kurt Stremberg commented his concern with the amount of activity and movement is we are facing serious consequences. If there is a fly over could there be a report available for the public to view of the results. We are going to start and repairing a spot that slipped. Wes White commented his concern about Last Chance Grade is he doesn't want to drive that road anymore. We have trucks running on that highway daily. It will certainly impact our businesses significantly. Mr. White would like to encourage the Commission to do what they can to move the project forward. Mr. White expressed he doesn't see how Band-Aids will work on that route. Commissioner Gitlin reported there is no alternate route to this town. There is at this time no alternate route and the alternate is an 11-hour detour. Commissioner Howard responded the emergency services have an alternative route that does exist that is located on the Mill Creek side. Mr. Hensel reported there is obvious dirt roads in that area and that will need to be fixed, but the roads are not decommissioned. We are discussing that specific piece of it currently. Commissioner Hemmingsen reported for three years of construction they will have to keep that road open. They have to keep moving forward and continue on this path because they don't have another option. Ms. Leighton reported that Caltrans does have a plan. In her conversations, there were some costs put in about the work that is being done to date, but the timeline does explain what is going on right now. In reference to the plan, we have had it in place for several years. It may be unpopular, but the plan and the timeline we have right now are within the limits of the law. Commissioner Howard asked if the three-year piece Commissioner Hemmingsen was referring to could be explained further. Commissioner Hemmingsen responded that was just a number that was thrown out at the meeting for the construction time only. Commissioner Howard noted that if there was a complete failure today it would take three years from start to finish to get an alternate route in place. Policy Advisory Member Jackman thinks that would be optimistic and there is still some interim work to be completed. Assuming there were an expedited urgency. Commissioner Hemmingsen reported the reference would go to the existing alignment. The number was just thrown out just to indicate they have to keep this road open and that is not going to be an easy process. Commissioner Gitlin commented this is an option that hasn't been discussed before. There is no guarantee and the current option would be to upkeep the current alignment. Commissioner Gitlin expressed the discussion needs to be changed. We need to select a route for an option. There may be simply no way to keep the road open. Commissioner Howard responded he is not in agreement with Commissioner Gitlin and Caltrans is trying to compress the timeline. Everybody knows there is a plan to be worked on. The timeline shows the completion date in 2039 and we need to find a way to compress that timeline. The more we present ourselves as a squeaky wheel is the best way to get this project going.

- North State Super Region* - No report at this time.

- Crowdsourcing tool platform selection – Ms. Leighton reported there will be a special meeting a week from now with the Technical Advisory Committee to continue our work on this tool and most likely select a tool to best meet our needs. This was in response to some significant accidents on the intersection of Highway 199 and Elk Valley Crossroad; our community members indicate that we have a high accident rate there. We want to help Caltrans to tip over the scales to access funding for that site. The crowdsourcing tool gives our community a way and chance to express their concerns and report near misses. We want to have it up and functional by the end of June. Commissioner Howard reported that this is still a very high priority for the Haben family and he continues to get phone calls not only from the family, but also from other folks that were involved in near misses.
- 2017 Economic and Demographic Profile - The profile was included in the agenda packet
- Caltrans Pedestrian Project – Ms. Leighton reported Caltrans developed a pedestrian project that she refers to as the “in between project” because it is located in between the north and south Gateway areas. She was hoping to have the projects limits extended to include the Gateway area. We are moving forward with the in between area pedestrian project and very committed to the Gateway which is the Local Transportation Commissions number two priority project. The Harbor has come to her to collect information and move something forward to have a better entrance to the Harbor.
- Meeting schedule – Ms. Leighton reported the meeting schedule has changed to the second Wednesday of the month at 3:00.
- Electric Vehicle Network Support - Ms. Leighton reported there were attachments included in the packet and she wrote a letter of support on behalf of an electrical vehicle network. It’s important to have and if we were to have this funded it would be a good electric vehicle project. Ms. Leighton reported with Shasta’s leadership they put together this project to be awarded grant funding to move the project forward. Commissioner Hemmingsen reported he received information today that they are going to have a charging station at the Willow Creek maintenance station and Clear Lake Oaks. Commissioner Hemmingsen presented a pamphlet that features the HAWK (High Intensity Activated CrossWalk or HAWK) system and colorized shoulders.

5. Commissioner comments and reports

The following Commissioners reported on the following: Commissioner Howard asked if Ms. Leighton still feels at this time this is still the right venue for those discussions on Last Chance Grade. Ms. Leighton shared with the Commission/Community an old but accurate document called the Role of Rural Regional Planning Agencies and thought she should bring to the Commission the document to explain what it is for. The Regional Planning Agency by statute was developed approximately 28 years ago. They were developed because regional decisions were made at the state level. The agencies were

formed to have priority settings happen within the regions where the network exists. It's exactly our role to be a link between the community and the State. You are representing the regional needs. Ms. Leighton believes the Regional Transportation Planning Agency stays at the state level. Chairman Short would agree this is the best venue to get those questions answered. Ms. Leighton does meet with city, county, transit, Tribal, harbor and Caltrans staff regularly so there is not a disconnect between the regional priorities and what's happening within its jurisdictions. Commissioner Hemmingsen asked if the Pledge of Allegiance could be included in the agenda. Ms. Leighton responded that yes she will add that to the agenda.

6. Action on the recommendations of the Policy Advisory Committee

Adjourn as the Policy Advisory Committee, reconvene as the Del Norte Local Transportation Commission, and by polled vote, approve and adopt the actions taken by the Policy Advisory Committee in items listed above.

On a motion by Commissioner Fallman, seconded by Commissioner Hemmingsen, and unanimously carried on a polled vote the Del Norte Local Transportation Commission Board of Commissioners approved and adopted items 4. a.-e.

7. Adjourn to the regular meeting scheduled on Wednesday, April 12, 2017 at 3 p.m.

With no further business before the Commission, Chairman Short adjourned the meeting at 4:40 p.m., until the next regularly scheduled meeting on April 12, 2017 at 3:00 p.m.

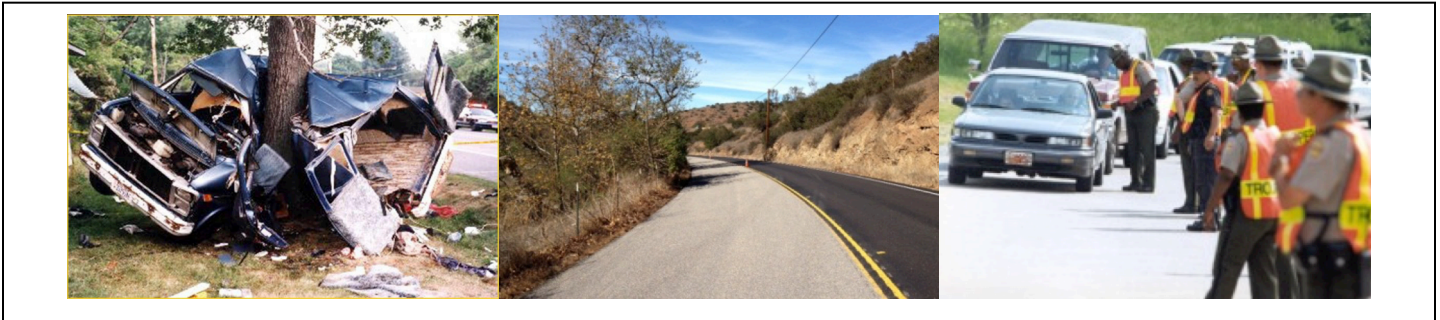
Respectfully submitted

Tamera Leighton, Executive Director

1ST STATE TRANSPORTATION INNOVATION COUNCIL – LOCAL ROADWAY DEPARTURE SAFETY WORKSHOP

A roadway departure crash is defined as a crash which occurs after a vehicle crosses an edge line or a center line, or otherwise leaves the traveled way. Roadway Departure crashes are frequently severe and account for the majority of highway fatalities. In 2015, there were 18,695 fatalities as a result of roadway departure crashes, which was 53.3 percent of all the traffic fatalities in the United States. Roadway departure crashes account for 46 percent of all traffic fatalities in California.

This **FREE** workshop consists of three main parts. Participants will learn how to apply for federal funds, where their crashes happen, and what types of countermeasures are available. Learn from UC Berkeley, Caltrans, CHP, FHWA, NHTSA, OTS and PWD how to improve safety and save lives.



Date: Wednesday, April 19, 2017

Time: 8:00 AM – 3:00 PM

8:00	Sign-In
8:30	Introductions and Opening Remarks
8:45	Overview of Roadway Departure
9:45	Break
10:00	National Proven Safety Countermeasures
11:00	Lunch
12:15	Local Proven Safety Countermeasures
1:30	Break
1:45	Funding Opportunities through the HSIP/HSP
2:30	Roundtable Discussion

Location: Board of Chambers (810 Court St, Jackson, CA 95642)

Target Audience: Planners, Designers, Engineers, Rural Agencies, Law Enforcement, Transportation Professionals

You must register by April 17th by signing up at EventBrite:

<https://www.eventbrite.com/e/state-transportation-innovation-council-stic-initiative-roadway-departure-safety-workshop-tickets-33281644294>

Space is limited so register today!



PROJECT STUDY REPORT

01-DN-101
PM 25.8 – 27.3
01-0C660K
01 1300 0023
February, 2015



Crescent City Non-motorized Improvement Project



PROJECT LOCATION
IN DEL NORTE COUNTY IN
CRESCENT CITY AT .06 MILE
SOUTH OF ELK VALLEY ROAD
TO .1 MILE NORTH OF WILSON
& BURTCHELL RT



I have reviewed the right of way information contained in this Project Study Report and the R/W Data Sheet attached hereto, and find the data to be complete, and accurate:

KAREN HAWKINS Date
North Region Division Chief-Right of Way

Approval Recommended:

KEVIN CHURCH Date **BRAD METTAM** Date
Project Manager Deputy District Director, Planning & Local Assistance

Approved By:

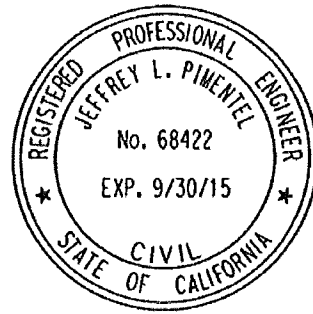
Caltrans

CHARLES C. FIELDER Date
District Director

This project study report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

REGISTERED CIVIL ENGINEER

DATE



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1. INTRODUCTION

Project Description:

District 1 Advance Planning prepared a Project Study Report (PSR) for a traffic calming and non-motorized improvement project on US 101 in Crescent City between Postmiles 25.8 and 27.3. The project proposes to enhance safety in the urban zone: complete sidewalk gaps, widen sidewalk, stripe shoulder, replace driveways and curb ramps to meet current ADA standards, and modify crosswalk and pedestrian median islands.

Project Limits	01-DN-101 Postmile 25.8 - 27.3
Alternative Recommended for Programming	Build Alternative
Current Capital Outlay Construction Estimate	\$3,320,000
Current Capital Outlay Right-of-Way Estimate	\$353,250
Type of Facility	4 Lane conventional / 4 Lane Couplet
Number of Structures	N/A
Anticipated Environmental Determination or Document	CEQA-Initial Study/Negative Declaration NEPA-Categorical Exclusion
Legal Description	In Del Norte County in Crescent City from 0.06 miles south of Elk Valley Road to 0.1 miles North of Wilson & Burtchhell Rt

2. BACKGROUND

LSC Transportation Consultants Incorporated and Design Workshop Incorporated prepared the *US Highway 101 Traffic Calming Study and Gateway Study* for the Del Norte Local Transportation Commission. The study presented a series of improvement options for traffic calming and pedestrian/bicycle safety. The study proposed traffic calming entries using various techniques to slow traffic to speeds appropriate for an urban setting. The previous study reviewed potential improvements between PM 23.42 – 25.86 and PM 27.28 – 28.40. The study limits of this PSR included PM 25.8 – 27.3.

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3. PURPOSE AND NEED

Purpose:

The purpose of this project is to construct traffic calming, operational, and safety improvements to enhance the circulation and safety of non-motorized users. The project proposes to upgrade driveway and curb ramps to meet current ADA standards.

Need:

This segment of US Highway 101 through Crescent City has high vehicular/pedestrian traffic volumes and an absence of continuous facilities for non-motorized users. Driveways, sidewalks, and curb ramps do not meet current ADA standards.

4. DEFICIENCIES

The primary deficiencies within the study limits include substandard sidewalks, driveways, and curb ramps. There are gaps in sections of sidewalk and a significant number of driveways and curb ramps do not meet current ADA standards.

5. CORRIDOR AND SYSTEM COORDINATION

Relevant Caltrans Policies and Plans

The goal of any Caltrans' project is to be consistent with existing federal and state laws, and internal Caltrans' policies. The highest level of Caltrans policy are Director's Policies and policy document is the California Transportation Plan 2035 and implementation policies. The recommendation from the Smart Mobility Framework to meet the needs of rural towns suggests referring to *Main Streets: Flexibility in Design and Operations* (Main Streets guide, 2005). The Main Streets guide (2005) recommends many transportation improvements that overlap with Caltrans Complete Streets design principles and Context Sensitive Solutions. This project will review a series of options for improvements that take these policies into consideration.

California Transportation Plan 2030 Addendum

The California Transportation Plan (CTP) is a statewide, long-range transportation plan that guides transportation decisions and investments for the Interregional Improvement Program. The CTP provides a policy framework for meeting statewide transportation needs. The CTP defines goals, policies, and strategies to achieve our collective vision for California's transportation future. The CTP envisions a sustainable system that improves mobility for all users and enhances quality of life. Key to this vision is considering "the 3 E's" - a prosperous economy, quality environments, and social equity - in all transportation decisions. This project strives to be consistent with the goals of the CTP.

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Del Norte County Regional Transportation Plan (RTP)

The Del Norte County Regional Transportation Plan (2011) identifies a need for pedestrian facilities in the region. Over one-half of the employed residents (56.2 percent) traveled under 15 minutes to work, of which 34.8 percent had a commute of less than 10 minutes. Another 15.6 percent of residents traveled 15 to 19 minutes to work, 9.2 percent traveled 20 to 24 minutes, and 6 percent commuted between 25 and 29 minutes. The Pacific Coast Bike Route (PCBR) follows US 101 through the project location exiting 101 at Northcrest Drive and continues on to Lake Earl Drive. The 2008 American Community Survey showed that only 1% of Del Norte workers bike to work, while nearly 5 percent walked to work. The RTP identifies relatively short commute lengths in the region as a possible indicator that an improved bicycle network could encourage more bicycle use. As Crescent City makes bicycle improvements it is important for US 101 to be safe for all modes of transportation.

6. ALTERNATIVES

Two alternatives were studied, the build alternative and no build alternative.

6A. Build Alternative

The scope of work for the build alternative includes sidewalk gap infill, widening sidewalk to meet current design standards where feasible, delineate shoulder and replace driveways and curb ramps to meet current ADA standards. The project will also reconstruct the median island at US 101 PM 25.83 (intersection with Elk Valley Road) to facilitate more defined right turn movements and reduce crossing distance for pedestrians. A detailed list of improvements has been included in a Work Location Matrix (Attachment C). Bulb-outs were considered during the development of this Project Study Report; however, installation of bulb-outs would pose significant challenges with the existing grade and profile of the traveled way. At the next stage of the project consideration should be given to the elimination of parking on L street (southbound couplet) to create defined facility for cyclists.

6B. No Build

The no build alternative is not recommended as it does not meet the purpose and need of the project.

7. COMMUNITY INVOLVEMENT

The community was involved in the development of the *US Highway 101 Traffic Calming Study and Gateway Study*. During the next stage of the project a public outreach effort will need to be made in order to engage the public and businesses within the study limits.

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8. ENVIRONMENTAL DETERMINATION/DOCUMENT

A Mini-Preliminary Environmental Analysis Report (Mini-PEAR) was completed for this project. The anticipated environmental approval for California Environmental Quality Act (CEQA) is an Initial Study/Negative Declaration and a Categorical Exclusion for National Environmental Policy Act (NEPA). The anticipated environmental approval time is 12 to 24 months. Potential disposal, staging, and borrow sites will need to be identified in the Project Approval and Environmental Document (PA & ED) phase for complete environmental review. Field studies were not conducted and technical studies have been deferred to the PA&ED phase.

Sea Level Rise

The effects of climate change and sea level rise were considered for this project. This project was reviewed using the Caltrans' document "Guidance on Incorporating Sea Level Rise: For Use in the Planning and Development of Project Initiation Documents" (May 2011) to determine whether the location of the project will be susceptible to sea level rise. This project is located in the coastal zone, and meets the first of three criteria from the Guidance to address sea level rise. The project area is anticipated to be impacted by sea level rise. The design life of the project is less than 15 years and less than the threshold of 20 years used to determine whether additional analysis is necessary. This project requires no additional analysis.

9. RIGHT-OF-WAY

A right-of-way data sheet was prepared for this project and is included as Attachment G. The total estimated right-of-way cost is \$353,250.

The lead time for right-of-way will require a minimum of 18 months after receipt of appraisal maps, utility conflict maps, environmental clearance, and Certificate of Sufficiency. A minimum of 15 months prior to certification will be required from submittal of the last map or revision.

10. FUNDING/PROGRAMMING

It has been determined this project is eligible for federal-aid funding. At the time of completion of this PSR a funding source has not been identified. Potential funding sources could include the State Highway Operation and Protection Program, State Transportation Improvement Program for non-motorized transportation work, or possibly the Active Transportation Program. A Programming Sheet is included as Attachment J.

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11. SCHEDULE

Project Milestones		Scheduled Delivery Date (Month/Day/Year)
PROGRAM PROJECT	M015	7/1/16
BEGIN ENVIRONMENTAL	M020	12/1/16
PA & ED	M200	6/1/18
PROJECT PS&E	M380	7/1/19
RIGHT OF WAY CERTIFICATION	M410	1/1/20
READY TO LIST	M460	2/1/20
AWARD	M495	6/1/20
APPROVE CONTRACT	M500	7/1/20
CONTRACT ACCEPTANCE	M600	12/1/21
END PROJECT	M800	12/1/23

12. RISKS

The Risk Register is included as Attachment D.

13. PROJECT PERSONNEL

Jeffrey Pimentel, Project Engineer	707-445-6358
Kevin Tucker, Project Planner	707-441-5770
Kevin Church, Project Manager	707-445-6440
Ralph Martinelli, Advance Planning Chief	707-441-3969