



**AGENDA
REGULAR MEETING
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS**

DATE: Thursday, August 21, 2014
3:00 p.m.

LOCATION: Board of Supervisors Chambers
481 Fourth St., Hollister, CA 95023

DIRECTORS: Chair Victor Gomez, Directors Anthony Botelho, Tony Boch,
Jerry Muenzer, and Pauline Valdivia
Alternates: San Benito County: Jaime De La Cruz;
San Juan Bautista: Andy Moore

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The Opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section C. Public Comment.***

3:00 P.M. CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Certificate of Posting
- C. **Public Comment** (Opportunity to address the Board on items of interest on a subject matter within the jurisdiction of the Council of Governments and not appearing on the agendas. No action may be taken unless provided by Govt. Code Sec. 54954.2 Speakers are limited to 3 minutes.)
- D. Executive Director's Report
- E. Caltrans Report – Gubbins/Loe
- F. Board of Director's Reports

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. **APPROVE** Council of Governments Draft Meeting Minutes Dated July 17, 2014 – Gomez

2. **APPROVE** Council of Governments Draft Special Meeting Minutes Dated July 17, 2014 – Gomez
3. **APPROVE** Council of Governments Transaction Report (Financial Claims) Dated July 2014 – Postigo
4. **RECEIVE** Construction Projects Report – Caltrans District 5
5. **APPROVE** Contract with Apex Strategies for an Amount Not to Exceed \$55,000 – Gilbert
6. **Fiscal Year 2014/2015 Unmet Transit Needs** – Lezama
 - a. **ACCEPT** 2014 Unmet Transit Needs Report.
 - b. **ADOPT** Resolution 14-09 Concerning Unmet Public Transportation Needs Funding and Implementation of the Program for Fiscal Year 2014/2015.
7. **ADOPT** Resolution 14-10, Approving Documents for Right of Way Acquisition for the Highway 25 Bypass Project – Gilbert

REGULAR AGENDA: TRANSPORTATION ITEMS

8. **RECEIVE** Update on the City of Hollister Complete Streets Corridor Improvement Plan -- Gilbert
9. **APPROVE** Contract with Kimley-Horn Associates, Inc. for the San Benito County Traffic Impact Mitigation Fee Study for an Amount Not to Exceed \$83,560 – Gilbert
10. **DISCUSS** Highway 25 Widening Project and **PROVIDE DIRECTION** to Staff – Gilbert


Adjourn to COG Meeting on September 18, 2014. Agenda Deadline is Tuesday, September 9, 2014 at 12:00 p.m.

<p><i>In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Council of Governments Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Council's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.</i></p>
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DISTRICT DIRECTOR'S REPORT



**Caltrans
District 5**



**District 5 Director
Timothy Gubbins**

Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.

SUMMER QUARTER - AUGUST 2014

News at 5

2014 Regional Wildlife Corridor and Habitat Connectivity Plan

Caltrans District 5 recently released the *2014 Regional Wildlife Corridor and Habitat Connectivity Plan*. This report, produced by the University of California, Davis, compiles regional maps from four previous studies on wildlife corridors and landscape connectivity. It also features 240 additional data layers, including planned State Transportation Improvement Program (STIP) and State Highway Operation and Protection Program (SHOPP) projects intersecting regional biological and ecological resources. The report, designed for regional analysis, is soon to be released to the public on the Caltrans District 5 web page at: <http://www.dot.ca.gov/dist05/>

2014 Non-motorized Transportation Pilot Program

The Federal Highway Administration recently released the *2014 Non-motorized Transportation Pilot Program* (NTPP) report. The document

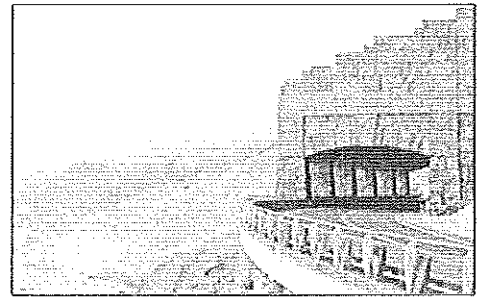
measures the outcomes of an \$88.5 million federal investment in non-motorized infrastructure and training for four pilot communities, including Marin County, California. The report covers from August 2005 through December 2013. It notes that about 85 million vehicle miles traveled were reduced while pedestrian and bicycling activity increased 23 percent and 48 percent, respectively. More information is available at:

http://www.fhwa.dot.gov/environment/bicycle_pedestrian/ntpp/

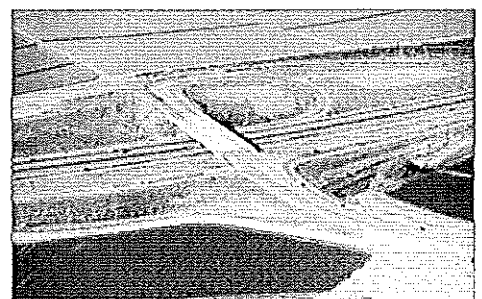
25th Annual California Transportation Foundation Awards

Caltrans District 5, Caltrans Engineering Services, Golden State Bridge Inc., and Case Pacific Construction received *Structure Project of the Year* for SR 1 Pitkins Curve Bridge & Rain Rocks Rock Shed.

The *Interchange Project of the Year* went to Caltrans District 5, Transportation Agency for Monterey County, and DeSilva Gates Construction for SR 1/ Salinas Road Interchange.



SR 1 Pitkins Curve



SR 1 /Salinas Road Interchange

More information is available at: <http://transportationfoundation.org/transportation-awards/>

Water Conservation

As the severe drought continues throughout California, Caltrans urges everyone to conserve water and has implemented the following actions toward that goal:

Conservation continued...

- Evaluated all proposed planting projects for the next two years and delayed, until after the drought, 20 percent of the scheduled work.
- All planting work currently under construction will remain on schedule to avoid negative impacts to the contracting industry.
- Improved the department's efficient use of water and reduced maintenance costs over the long-term.

Caltrans Director to Lead Western Transportation Association

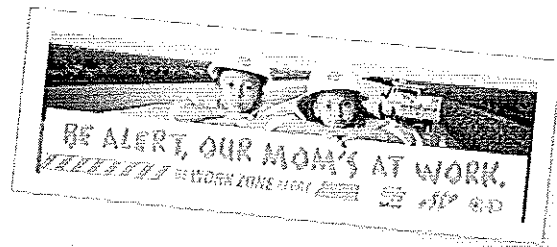


Caltrans Director Malcolm Dougherty is now president of the Western Association of State Highway and Transportation Officials (WASHTO). This position includes presiding over all WASHTO meetings and serving as the regional representative to the American Association of State Highway and

Transportation Officials (AASHTO) Executive Committee. Dougherty has more than 21 years experience with Caltrans and has served as Chief Deputy, Chief Engineer and Fresno District Director. In addition, he has held several management positions in Design, Project Management, Maintenance and Traffic Operations.

New Caltrans Safety Campaign

Following the success of California's *Slow for the Cone Zone* public awareness campaign, Caltrans, California Office of Traffic Safety, and the California Highway Patrol are asking drivers to *Be Alert, Our Mom/Dad's at Work*. The campaign features the children of Caltrans' very own field maintenance employees highlighting the message to stay alert. There are about 77 billboards statewide, two on the central coast. One is located between Paso Robles and San Miguel on US 101 in San Luis Obispo County and the other, on US 101 south of Salinas in Monterey County.



Active Transportation Program Grant

Caltrans is in the process of reviewing 770 applications- more than half benefiting disadvantaged communities- received from cities and counties throughout California, totaling nearly \$1 billion in project requests. All are competing for a share of \$360 million in federal and state funding from the state's Active Transportation Program, promoting bicycling, walking and a healthier state.

County Spotlight

Caltrans Partnership & Transit Planning Grants

Overall, 69 grants applications were received state wide, totaling over \$10 million; and 40 applications were awarded, totaling \$5.3 million. Congratulations to the following recipients:

AMBAG - \$174,749

-Feasibility Study of Downtown Circulator Service

-Rural Transit Improvement Initiative

SB:COG - \$55,000

-Expanding Intelligent Transportation Systems Technology for the 21st Century

TAMC - \$120,000

-Pacific Grove State Route 68 Corridor Study

SLOCOG - \$150,000

-Joint San Luis Obispo Regional Transit Authority and City of San Luis Obispo Transit 7-Year Plan

SB:COG - \$90,200

-Santa Barbara County Online Transit Resource Guide

**SAN BENITO COUNTY
COUNCIL OF GOVERNMENTS
REGULAR MEETING**

July 17, 2014, 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair Gomez, Director Boch, Director Botelho, and Director Muenzer

MEMBERS ABSENT:

Director Scattini

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Lisa Rheinheimer; Transportation Planning Manager, Mary Gilbert; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Veronica Lezama; Transportation Planner, Betty LiOwen; Secretary, Monica Gomez

OTHERS PRESENT:

John Olejnik, Mark McCumsey, Caltrans District 5; Heather Adamson, Association of Monterey Bay Area Governments (AMBAG)

CALL TO ORDER:

Chair Gomez called the meeting to order at 3:00 P.M.

A. PLEDGE OF ALLEGIANCE

B. CERTIFICATE OF POSTING

Upon a motion duly made by Director Muenzer, and seconded by Director Boch, the Directors acknowledged the Certificate of Posting. Vote: 4/0 motion passes.

C. PUBLIC COMMENT:

**Dean Hanson
Hollister, CA**

Mr. Hanson stated that he uses the County Express bus service regularly. He stated that he has had problems with one of the female drivers. He stated that the driver tells him that they cannot tie down his rolling walker on the bus. He stated that he has gotten off of her bus because of the problem and when he asks for his token back, she cannot return his token and ignores him. He said that the problem started about 4-5 months ago when he questioned the driver for transporting 5 of her own children on the bus from Gilroy to Hollister. He stated that he has talked to Tony, the MV manager for County Express, who has told him it will be taken care of. He stated that it's going on 2 weeks and he has yet to hear back from Tony.

Chair Gomez thanked Mr. Hanson for his comments and directed staff to get back to him.

D. EXECUTIVE DIRECTOR'S REPORT: Rheinheimer

Ms. Rheinheimer reported that she attended the San Juan Road Interchange event along with Director Botelho July 3rd. Ms. Rheinheimer stated that Senator Barbara Boxer, Congressman Sam Farr, and Caltrans Director Malcolm Dougherty were present for the press conference at the construction site of the San Juan Road Interchange Project in Aromas, California to urge Congress to address the funding crisis in the Highway Trust Fund.

Ms. Rheinheimer wished everyone good-bye and good luck as this would be her last COG meeting before her departure.

E. CALTRANS DISTRICT 5 REPORT: Gubbins

John Olejnik stated that on behalf of Caltrans District 5, he wanted to extend best wishes to Lisa Rheinheimer. Caltrans enjoyed working with her through the San Benito Council of Governments and also looked forward to working with her through the Monterey County area.

Mr. Olejnik mentioned that District 5 Maintenance team's annual mowing operation is under way along the state highway system on the Central Coast. The work is scheduled for completion before the peak summer fire season begins.

Mr. Olejnik mentioned that Caltrans encourages those interested in transportation to look into the California Freight Mobility Plan (CFMP). You can find a link to the plan on the Caltrans website.

F. BOARD OF DIRECTORS REPORTS:

Regarding the San Juan Road Interchange event, Director Botelho stated that it was nice to see such influential people present at the event, as well as how much the project has advanced. He stated that Caltrans has a lot to be proud of with the project as it will improve safety on such a dangerous corridor. He mentioned that the topic and emphasis was on the Highway Trust Funds and urging Congress to address the funding crisis.

Director Botelho also wished Ms. Rheinheimer the best of luck in her future endeavors. He stated that it had been a privilege and pleasure working with her over the years.

Director Muenzer reported that he attended the Caltrans Freight Mobility Plan workshop in Marina. He extended appreciation to Caltrans staff for hosting the workshop. He also thanked Caltrans staff for the brief discussion regarding Highway 25.

Director Muenzer and Director Boch echoed Director Botelho's comments to Ms. Rheinheimer. They stated that it was a pleasure to have worked with her and wished her the best of luck in her future endeavors.

Chair Gomez, on behalf of the COG Board, presented Ms. Rheinheimer with a Certificate of Appreciation. He stated that it had been a pleasure working with her over the past six years. He stated that she had a lot to be proud of with such an awesome staff. He stated that the County was losing a key employee and that she would surely be missed.

Ms. Rheinheimer expressed her appreciation to the COG Board and COG staff for their support over the past 7 ½ years and wished everyone the best of luck.

CLOSED SESSION:

Deputy County Counsel, Shirley Murphy reported:

1. Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8
Property: 600 Del Monte Drive, Hollister
Agency Negotiators: Shirley Murphy, Deputy County Counsel, Lisa Rheinheimer, Executive Director, and Mary Gilbert, Transportation Planning Manager
Negotiating Parties: Leslie Marie Clark Trust
Under Negotiation: Price and Terms of Payment
2. Public Employee Appointment – Pursuant to Governments Code Section 54957(b)
Title: Council of Governments Interim Executive Director

The COG Board convened to Closed session at 3:18 p.m.

The COG Board reconvened from Closed session at 3:49 p.m.

Shirley Murphy, Deputy County Counsel reported that there was no reportable action taken regarding Closed session Item 1.

Regarding Closed session Item 2, Shirley Murphy reported that the COG Board discussed negotiations with Counsel and Interim Human Resources Director, Georgia Cochran. There will be a final action taken on this matter at a Special COG meeting that has been set for July 17, 2014 at 4:30 p.m.

CONSENT AGENDA:

3. **APPROVE** Council of Governments Draft Meeting Minutes Dated June 19, 2014 – Gomez
4. **APPROVE** Council of Governments Transaction Report (Financial Claims) Dated June 2014 – Postigo
5. **RECEIVE** Construction Projects Report – Caltrans District 5
6. **APPROVE** Apportionments of Regional Surface Transportation Program Funds for Bus Stop Improvements Projects – Gilbert
7. **Council of Governments Office Facilities Lease** – Postigo
 - a. **APPROVE** Lease between Council of San Benito County Governments and the Pivetti Company for Office Space Located at 330 Tres Pinos Road, Suite C7/
 - b. **AUTHORIZE** Chair to Sign Lease Between Council of San Benito County Governments and The Pivetti Company.
8. **RESCIND** the Following COG Board Actions taken at the March 20, 2014 COG Board Meeting under Agenda Item Numbers 7 and 8:
 - a. **DIRECT** San Benito COG Staff to use the Updated 2010 San Benito Traffic Model for Transportation Planning Purposes; and
 - b. **ADOPT** the San Benito County Population, Employment and Housing Projections for 2035 and Direct San Benito COG Staff to Forward This Data to the Association of Monterey Bay Area Governments (AMBAG) for Transportation Planning Purposes and Inclusion in the 2014 Metropolitan Transportation Plan (MTP) and Sustainable Communities Strategy (SCS).

Chair Gomez pulled Item 8 to allow Public comment.

Upon a motion duly made by Director Botelho, and seconded by Director Muenzer, the Directors unanimously approved Items 3-7 from the Consent Agenda. Vote: 4/0 motion passes.

PUBLIC COMMENT:

Item 8

Kristina Wyatt, SBC Business Council

Ms. Wyatt stated that she was speaking on behalf of the San Benito County Business Council. She wanted to point out that the COG Board was only rescinding the population job and employment forecast decision that was made on March 20, 2014 that was previously adopted unanimously by the COG Board purposes of ensuring consistency with AMBAG's current Metropolitan Transportation Plan and Sustainable Communities Strategy and that this Board intends to immediately process the amendment to the San Benito County Regional Transportation Plan that provides for the growth forecast by the Board of Supervisors approval and currently being utilized in the County General Plan by the consultant. She also referred to her letter dated March 20th, which was previously presented to the COG Board. The COG Board had previously and unanimously approved the 2010 Jobs Employment Population Forecast to be consistent with the Supervisors decision and the County Board of Supervisors adopted the 94,731 population forecast for planning purposes and they hoped that the COG Board should be utilizing the same forecast in an amendment to the RTP now that the AMBAG Sustainable Communities Strategies has been adopted. The COG Board and the RTP should strive for consistency, mostly for defensibility, with the General Plan Growth Forecast and they hope that the COG record should clearly state that the COG Board intends to be consistent and amend the RTP to be consistent with the General Plan process.

Chair Gomez asked Ms. Rheinheimer to address Ms. Wyatt's questions.

Ms. Rheinheimer stated that she could only address the questions to a certain extent because she did not know the outcome of the County's General Plan. She stated that the purpose of the action on Item 8 was simply to make sure that the COG was consistent with its recently adopted (in June) Regional Transportation Plan.

Director Botelho wanted to clarify some points with the County's General Plan revisions. He stated that when the General Plan process first began in 2007-2008, the Board of Supervisors had to pick a number at that time, which was the AMBAG Population number of 94,000 back in 2008. Since that period things have happened with the economy and population growth in the State. AMBAG and the State Department of Finance have moved on to a different projection which AMBAG uses as its model going forward. The County uses the number as a reference point, it does not mean that the County is going to grow to 94,000 more or less. It is just a beginning point in which they do the environmental work. There are community growth areas identified in the Plan, which will have to go through a General Plan amendment regardless, and this also makes it difficult for people to relate to. He stated that this is one of the reasons why the Regional Transportation Plan is evaluated and updated every 4 years to see where things are and whether or not projections need to be modified.

There was no further discussion.

Upon a motion duly made by Director Botelho, and seconded by Director Boch, the Directors approved Item 8 as noted below, with Chair Gomez opposed. Vote: 3/1 motion passes.

Rescind the following COG Board Actions taken at the March 20, 2014 COG Board meeting under agenda Item numbers 7 and 8:

- a. **DIRECT** San Benito COG Staff to use the Updated 2010 San Benito Traffic Model for Transportation Planning Purposes; and
- b. **ADOPT** the San Benito County Population, Employment and Housing Projections for 2035 and Direct San Benito COG Staff to Forward This Data to the Association of Monterey Bay Area Governments (AMBAG) for Transportation Planning Purposes and Inclusion in the 2014 Metropolitan Transportation Plan (MTP) and Sustainable Communities Strategy (SCS).

REGULAR AGENDA

TRANSPORTATION ITEMS:

- 9. HOLD** Public Hearing to ADOPT Resolution 2014-08 Adopting the Final Regional Housing Needs Allocation Plan Covering the Period of 2014-2023 – Rheinheimer

Ms. Rheinheimer reported that the Council of Governments is required to hold a public hearing on the adoption of the Final Regional Housing Needs Allocation Plan. The Final Plan has been revised per comments received from the California Housing and Community Development Department. The revisions address statutory factors in allocating the housing need determination on pages 11-14 of the Final Regional Housing Needs Allocation Plan.

There was no discussion from the Board.

Chair Gomez opened and closed the public hearing at 3:59 p.m., there was no public comment on the item.

Upon a motion duly made by Director Muenzer, and seconded by Director Boch, the Board adopted Item 9 as noted above Vote: 4/0 motion passes.

- 10. Highway 25 Widening Project – Gilbert**

- a. RECEIVE** Update on the Highway 25 Widening Project
- b. APPROVE** Cooperative Agreement between the Council of San Benito County Governments and Caltrans for Finalizing the Highway 25 Widening Environmental Document

Mary Gilbert reported that COG staff presented an update on the project to the San Benito County Board of Supervisors on July 8, 2014. There was discussion among the Board regarding the project’s placement on the unconstrained project list in the adopted 2014 Regional Transportation Plan. There was consensus among the Supervisors that the COG should work to identify funding to allow for an amendment of the Regional Transportation Plan and inclusion of the project on the constrained, or fully funded, project list.

Ms. Gilbert reported COG staff is still working with Caltrans with regard to the environmental document. Previous Board action was to approve funding for finishing the environmental document, therefore Caltrans prepared a Cooperative Agreement that identifies COG’s contribution of local funds to the completion of the environmental document for the project.

COG staff asked that the Board approve the Cooperative Agreement between the Council of San Benito County Governments and Caltrans finalizing the Highway 25 Widening Environmental Document.

PUBLIC COMMENT:

Kristina Wyatt, SBC Business Council

Ms. Wyatt wanted to reiterate some points that the Business Council made at the Board of Supervisors meeting last week. She stated that it is clear that Highway 25 needs to have some improvements and they realize that they can’t have those improvements come in the form of only increasing traffic impact fee and imposing that on future development. Therefore, the Business Council would like to work together with COG, the City of Hollister, and San Benito County on public private partnership to bring in investment funds to do some current safety improvements that are needed on Highway 25. Also, they would like to work cooperatively with Santa Clara County and Supervisor Mike Wasserman in the City of Gilroy to get the Highway 25/101 Interchange fixed. As well as those property owners and the property that’s within Santa Clara County to have the widening be consistent through both counties. Ms. Wyatt stated that it is important to have a gateway for the tourists that we want to invite to our Pinnacles National Park.

There was no further discussion.

Upon a motion duly made by Director Muenzer, and seconded by Director Botelho, the Directors unanimously approved Item 10 as noted above. Vote: 4/0 motion passes.

11. RECEIVE Draft 2014 Unmet Transit Needs Report – Lezama

Veronica Lezama reported that the Council of Governments is required to hold Unmet Transit Needs Hearings to receive transportation Development Act funds. Staff and the Social Services Transportation Advisory Council (SSTAC) reviewed the testimony from the Unmet Transit Needs Hearings and made recommendations based on COG's adopted criteria for Unmet Transit Needs, Reasonable to Meet.

Ms. Lezama reported that the Advisory Council reviewed all the testimony received and determined that there were no Unmet Transit Needs.

Ms. Lezama stated that the final Unmet Transit Needs Report will be provided to the Board for approval at the August meeting.

There was no discussion from the Board or public comment on this item.

Upon a motion duly made by Director Boch, and seconded by Director Botelho, the Directors unanimously adjourned the COG meeting at 4:07 p.m. Vote: 4/0 motion passes.

ADJOURN TO COG MEETING AUGUST 21, 2014.

**SAN BENITO COUNTY
COUNCIL OF GOVERNMENTS**

SPECIAL MEETING

July 17, 2014 4:30 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair Gomez, Director Boch, Director Botelho, and Director Muenzer

MEMBERS ABSENT:

Director Scattini

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Lisa Rheinheimer; Transportation Planning Manager, Mary Gilbert; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Veronica Lezama, Transportation Planner, Betty LiOwen; Secretary, Monica Gomez

OTHERS PRESENT:

John Olejnik and Mark McCumsey, Caltrans District 5

CALL TO ORDER:

Chair Gomez called the meeting to order at 4:30 P.M.

A. PLEDGE OF ALLEGIANCE

B. CERTIFICATE OF POSTING

Upon a motion duly made by Director Muenzer, and seconded by Director Boch, the Directors unanimously approved the Certificate of Posting. Vote: 4/0 motion passes.

REGULAR AGENDA:

1. **APPOINT COG** Interim Executive Director with Salary and Other Terms of Appointment to Be Determined at Meeting and Contingent on Final Appointment by San Benito County Board of Supervisors

Deputy County Counsel Shirley Murphy reported that the recommendation is to appoint Mary Gilbert as COG Interim Executive Director with the salary at San Benito County range 34.9 Step B, \$8,474/monthly, other terms appointment is for a period of approximately seven months effective August 11, 2014 and ending March 19, 2015, this period may be extended or reduced upon mutual agreement. Ms. Gilbert shall perform the duties of Executive Director, in current Executive Director Lisa Rheinheimer's absence effective July 21, 2014. The appointment is made with the provision that the COG Transportation Planning Manager position will remain vacant and Ms. Gilbert may return to the position at the end of the Interim position. All other terms and benefits of County employment shall remain in full effect and the appointment and its terms are contingent on final appointment action by the San Benito County Board of Supervisors.

There was no public comment.

The COG Board congratulated Mary Gilbert on her appointment and wished her the best as the Interim Executive Director of COG.

Upon a motion duly made by Director Boch, and seconded by Director Muenzer, the Directors unanimously appointed Mary Gilbert as COG Interim Executive Director with the salary and other terms of appointment as read into the record by Counsel, noted above. Vote: 4/0 motion passes.

Upon a motion made by Director Boch, and seconded by Director Botelho, the Directors voted to adjourn the Special COG meeting at 4:32 p.m.

ADJOURN TO REGULAR COG MEETING AUGUST 21, 2014.

Council of San Benito County Governments
COG Transaction Report
 June 30 through July 31, 2014

Date	Name	Class	Amount
Administration			
6/30/2014	San Benito County County Coun...	Administration	12.00
6/30/2014	San Benito County County Coun...	Administration	2,676.00
6/30/2014	Public Works	Administration	39.23
6/30/2014	San Benito County County Coun...	Administration	888.00
6/30/2014	San Benito County County Coun...	Administration	666.00
6/30/2014	San Benito County County Coun...	Administration	1,692.00
6/30/2014	San Benito County County Coun...	Administration	3,684.00
6/30/2014	Palace Art & Office Supply	Administration	49.93
6/30/2014	Staples Credit Plan	Administration	5.43
6/30/2014	Staples Credit Plan	Administration	44.45
6/30/2014	AT&T Cal Net 2	Administration	103.53
6/30/2014	AT&T Cal Net 2	Administration	16.66
6/30/2014	Pacific Gas and Electric	Administration	250.52
6/30/2014	Pitney Bowes Credit Corporation	Administration	128.02
6/30/2014	San Benito County County Coun...	Administration	84.00
6/30/2014	San Benito County County Coun...	Administration	6,000.00
Total Administration			16,339.77
PTMISEA			
6/30/2014	Hollister Auto Parts	PTMISEA	3.25
Total PTMISEA			3.25
Rideshare			
6/30/2014	Harris & Associates, Inc.	Rideshare	3,792.50
Total Rideshare			3,792.50
State Subvention			
6/30/2014	Mainstreet Media Group	State Subven...	53.70
6/30/2014	Mainstreet Media Group	State Subven...	47.40
Total State Subvention			101.10
TOTAL			20,236.62



PROJECT UPDATE – SAN BENITO COUNTY

PREPARED FOR AUGUST 21, 2014 COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

Project	Location	Description	Construction Timeline	Construction Cost	Funding Source	Implementing Agency	Project Manager (Resident Engineer)	Contractor	Comments
1. Hwy. 101/San Juan Road Interchange (31580)	On Route 101 near Punedale, 4 mile south of Dumbarton Road in Mon. Co. (PM 100.0-101.3)	Construct new interchange at San Juan Road and US 101	Dec. 3, 2012- Winter 2016 (Timeframe includes Plant Establishment Work)	\$46.2 Million	STIP/ CMAA/ ARRA	Caltrans	David Silberberger (JW)	Granite Construction /MCM	Paving operations are underway in many locations near the interchange. This includes paving of ramps and frontage roads. Work continues in the median of US 101 on concrete median barrier. Work on all walls is nearly complete.

Project	Location	Description	Construction Timeline	Construction Cost	Funding Source	Implementing Agency	Project Manager	Phase	Comments
2. Hwy. 156 Improvement Project (34490)	On SR 156 in and near San Juan Bautista from The Alameda to 0.2 mi east of 4th St. near Hollister (PM 3.0/RS.2)	Widen 2 to 4 Lanes	Summer 2017 to Summer 2019	\$48.5 Million	STIP, IIP, RIP, Local	Caltrans	Richard Rosales	PS&E	Project design on-going. Right of Way appraisals in progress. Utility pothole work completed.



Staff Report

To: Council of San Benito County Governments
 From: Mary Gilbert, Interim Executive Director
 Date: August 21, 2014
Subject: Contract with Apex Strategies

Recommendation:

APPROVE Contract with Apex Strategies

Summary:

Staff is seeking Board approval of a consultant contract with Apex Strategies. Apex Strategies will provide staff and Board assistance under the scope of the contract.

Financial Considerations:

The contract is for an amount not to exceed \$55,000. The contract will be paid for with Rural Planning Assistance funds distributed by the State of California.

Background:

Apex Strategies previously provided assistance to COG as part of the development of the Highway 25 Safety and Operational Enhancements project, engaging stakeholders and the community in determining the scope of the project. This work was fundamental in ensuring that COG was able to move the project forward in a timely fashion and with a scope that was supported by the community and affected property owners. COG has reached out to Apex Strategies to provide additional assistance to the agency in advancing its work program for 2014/2015.

Staff Analysis:

Staff negotiated a contract with Apex Strategies (Attachment 1). This is a sole-source procurement under COG's purchasing policies. Apex Strategies has a unique firm profile and offers services unique to COG's need at this time. Apex Strategies' President Eileen Goodwin will be on call to COG under the contract to offer support and assistance in the absence of a permanent Executive Director. Ms. Goodwin will also assist COG in engaging the community and advancing the work program for Fiscal Year 2014/2015.

Staff is recommending this contract as a sole source contract with the following justification from COG's purchasing policy: the services to be provided are of a specialized and unique character.

Apex Strategies specializes in developing funding strategies, facilitating interagency collaboration and tailoring community participation programs. The firm works closely with both public and private sector clients in solving complex procedural, community acceptance and funding challenges that often require innovative and sensitive political solutions. Infrastructure improvement programs are the firm's specialty. Apex Strategies is a sole proprietorship established by Eileen Goodwin in 1997.

In addition, Ms. Goodwin is recognized statewide and nationally as an expert and innovator in the field of community participation, strategic planning and public involvement program design. Her over 30 years of professional experience include political campaign management, marketing, and organization and government management.

Executive Director Review: _____

Counsel Review: Yes

Supporting Attachment: Contract with Apex Strategies

C O N T R A C T

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and Apex Strategies ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on August 21, 2014, and end on June 30, 2015, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COG's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COG shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: N/A
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 (THIRTY) Days.

7. Specific Terms and Conditions (check one)

- [x] There are no additional provisions to this contract.
- [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

ATTACHMENT A Scope of Services

CONTRACTOR shall provide on-call professional consulting services. Tasks shall include, but not be limited to the following:

1. Assist the Interim Executive Director with program management for COG Board agendas and other items, as needed.
2. Provide project delivery assistance for the State Route 25 Widening Project
3. Facilitate Council of Governments Board of Directors Retreat/Strategy Session
4. Facilitate Council of Governments Staff Strategy Session
5. Facilitate meetings and work program development related to planning efforts to identify and plan policies, strategies, programs and actions to maximize and implement the regional transportation infrastructure.

In completion of this scope of work, CONTRACTOR shall prepare memos, meeting agendas, meeting notes, and summary planning documents.

END OF ATTACHMENT A.

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNCIL OF GOVERNMENTS to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNCIL OF GOVERNMENTS shall pay to CONTRACTOR: (check one)

a total lump sum payment of \$ _____,
or

a total sum not to exceed \$ 55,000 _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

There are no additional terms of compensation.

The following specific terms of compensation shall apply: (Specify)

CONTRACTOR shall bill COG for actual hours worked billed at the billing rate included in attachment B-1 for a total amount not to exceed \$53,000. Attachment B-1 is made a part of this contract. Additional direct expenses may be billed at actual cost for an amount not to exceed \$2,000.

END OF ATTACHMENT B.

Attachment B-1

APEX STRATEGIES
EILEEN O. GOODWIN
Principal

111 Nanna Court
Santa Cruz, CA 95060
(831) 460-1530

PROFESSIONAL SERVICE FEES

January 1, 2014- December 31, 2014

PERSONNEL

HOURLY RATES/FEES

APEX STRATEGIES
Principal

\$265.00

Charges for outside services, equipment, and facilities not furnished directly by Apex Strategies will be billed at cost plus 10%. Such charges may include, but shall not be limited to reproduction services; computer and graphic layout; shipping, delivery, and courier charges; additional subconsultant fees; subconsultant expenses; special fees, permits and insurance; transportation on public carriers, meals, lodging and consumable materials. Mileage will be charged at the federal rate per mile.



Staff Report

To: Council of Governments
From: Veronica Lezama, Transportation Planner **Telephone:** (831) 637-7665
Date: August 21, 2014
Subject: 2014 Unmet Transit Needs Report

Recommendation:

1. **ACCEPT** 2014 Unmet Transit Needs Report.
2. **ADOPT** Resolution 14-09 Concerning Unmet Public Transportation Needs Funding and Implementation of the Program for Fiscal Year 2014/2015.

Summary:

The Council of Governments holds Unmet Transit Needs Hearings to be eligible to receive Transportation Development Act funds. The testimony from the Unmet Transit Needs Hearings was presented to the Social Services Transportation Advisory Council (SSTAC). Staff and the Advisory Council reviewed the testimony and made recommendations based on COG's adopted criteria for Unmet Transit Needs that are "Reasonable to Meet."

Financial Impact:

The primary funding source for transit services operated by County Express and Specialized Services (Jovenes de Antaño) is provided by Transportation Development Act (TDA) funds. Unmet Transit Needs that are determined to be "Reasonable to Meet" can be met and are paid for with TDA funds. The Local Transportation Authority's FY 2013/2014 TDA revenue is \$1,046,673 which all is allocated to existing transit programs and services.

There are no financial impacts. The Social Services Transportation Advisory Council did not recommend any unmet transit needs that are "Reasonable to Meet."

Background:

Each year, the Council of Governments (COG) holds annual Unmet Transit Needs hearings to provide a forum for residents, transit users, and community members to express service needs provided by the Local Transportation Authority, which include County Express and Jovenes de Antaño. Unmet Transit Needs are "expressed or identified needs of a significant segment of the community for public transportation services to meet basic mobility needs which are not currently being met through existing transit services or other means of transportation." If an unmet transit

need is identified, a further determination is needed to establish whether or not that need is "Reasonable to Meet" in accordance with COG adopted criteria (Exhibit A, Page 2).

If an Unmet Transit Need is found "reasonable to meet," COG is responsible for ensuring that funds are expended to meet those needs. However, if those needs are determined as "Not Reasonable to Meet" then that determination is submitted to the State and the funds are allowed to maintain in the COG budget for existing transit operations.

The Council of Governments held two annual hearings to receive public testimony on the bus services provided by County Express and Jovenes de Antaño. The first hearing was held on March 18, 2014 at the Hollister Community Center and the second hearing was held at the regularly scheduled COG board meeting on March 20, 2014.

Staff Analysis

During the 2014 Unmet Transit Needs Process, the Council of Governments received 14 public requests at the Unmet Transit Needs Hearings of which six were classified as Unmet Transit Needs, "Not Reasonable to Meet." The remaining eight request were classified as Not an Unmet Transit Need. Staff has prepared responses to all of the requests which are summarized in Exhibit A, page 15 of the Unmet Transit Needs Report.

The enclosed 2014 Unmet Transit Needs Report contains the adopted definitions and procedures for the Unmet Transit Needs Hearings and the criteria for evaluating all the requests that were received. As part of the evaluation process, the Social Services Transportation Advisory Council (SSTAC) is required to review all comments.

The Social Services Transportation Advisory Council is responsible for representing the concerns of all segments of the community, including the elderly, persons with disabilities, and persons of limited means. At their June 20, 2014 meeting, the Advisory Council reviewed all the testimony received and determined that there are no Unmet Transit Needs that are "Reasonable to Meet." Although, there were no identified Unmet Transit Needs that are "Reasonable to Meet," the San Benito County Local Transportation makes an effort to accommodate and/or provide response to the public request, as summarized in Exhibit A, page 15 of the Unmet Transit Needs Report.

Upon approval, the 2014 Unmet Transit Needs Report and adopted resolution 14-09 will be submitted to the California Department of Transportation, Division of Mass Transportation.

Executive Director Review: _____

Counsel Review: Yes

Attachments:

1. Resolution No. 14-09
2. Exhibit A. 2014 Unmet Transit Needs Report



**BEFORE THE
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS**

RESOLUTION OF THE COUNCIL OF SAN BENITO)
COUNTY GOVERNMENTS CONCERNING UNMET)
PUBLIC TRANSPORTATION NEEDS FUNDING) RESOLUTION NO: 14-09
AND IMPLEMENTATION OF THE PROGRAM)
WITHIN FISCAL YEAR 2014/2015)

WHEREAS, the Council of San Benito County Governments, hereinafter referred to as COG, has been designated as the Regional Transportation Planning Agency for San Benito County; and

WHEREAS, said Agency has adopted a Regional Transportation Plan directed at the achievement of a balanced coordinated transportation system; and

WHEREAS, said Agency shall, in implementation of its Plan, allocate monies in the Local Transportation Fund and State Transit Assistance Fund in accordance with the rules and regulations which implement the Transportation Development Act of 1972 as amended; and

WHEREAS, COG adopted the definition of “unmet needs” and “reasonable to meet” in Resolution 1992-01: Unmet Needs Findings Required; and

WHEREAS, COG adopted Resolution No. 11-04 Amending its Unmet Transit Needs “Reasonable to Meet” Criteria; and

WHEREAS, California Public Utilities Code, Section 99401.5 requires COG to hold a public hearing to determine whether there are any unmet public transportation needs that are reasonable to meet prior to allocation of Local Transportation Funds for local streets and roads; and

WHEREAS, COG held duly noticed public hearings on the 18th and 20th days of March 2014 to determine whether there are any unmet public transportation needs, and all those who attended the public hearings were given the opportunity to hear and be heard regarding all matters properly before the COG and COG considered all public testimony; and

WHEREAS, COG pursuant to Public Utility Code Section 99401.5:

1. Has consulted with the Social Services Transportation Advisory Council established pursuant to Public Utilities Code Section 99238; and
2. Has conducted a transit analysis including an assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including but not limited to the elderly, the disabled and persons of limited means, an analysis of the adequacy of existing and specialized public and private transportation services in meeting the transit demands of those groups, and an analysis of the potential alternative public and specialized transportation services and service improvements that would meet

all or part of the demand, in order to identify the transit needs of the County of San Benito;

3. Has not identified any unmet transit needs that are reasonable to meet;
4. Has prepared the 2014 Annual Unmet Transit Needs Report, attached hereto and incorporated herein by reference as **Exhibit A**, which provides the findings required by Section 99401.5 and the information developed by the COG that provides the basis for the findings.

NOW, THEREFORE, BE IT RESOLVED, that the Council of San Benito County Governments, acting as the Regional Transportation Planning Agency for the County of San Benito, makes the following findings and determinations, based on all information in the record including, but not limited to the findings of the 2014 Annual Unmet Transit Needs Report (Exhibit A):

- A. There are six (6) "unmet transit needs" that are not "reasonable to meet," as further explained in the 2014 Annual Unmet Transit Needs Report (Exhibit A).**

BE IT FURTHER RESOLVED that COG, acting as the Regional Transportation Planning Agency, accepts and adopts the 2014 Unmet Transit Needs Report (**Exhibit A**) and finds that there are no additional unmet regional and community public transit needs within the incorporated and unincorporated areas of the County that can be reasonably met at this time.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS on this 21st day of August 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Victor Gomez, Chair

ATTEST:
Mary Gilbert, Interim Executive Director

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

By: _____

By: _____
Shirley L. Murphy, Deputy County Counsel

Dated: _____

Dated: _____

2014 Unmet Transit Needs

Annual Report

Final: August 21, 2014

Testimonies provided on:



Jovenes de Antaño

Council of San Benito County Governments
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
(831) 337-7665
www.SanBenitoCOG.org



2014 UNMET TRANSIT NEEDS ANNUAL REPORT

SAN BENITO COUNTY

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ADOPTED DEFINITIONS AND PROCEDURES FOR NOTICING AND CONDUCTING THE ANNUAL UNMET TRANSIT NEEDS HEARING

As required by PUC section 9940 1.5, the Council of San Benito County Governments must adopt formal definitions of "unmet transit need" and "reasonable to meet." The first definition is the primary tool used to evaluate the public testimony received during the initial hearing.

The second definition is used to evaluate the reasonableness of meeting those requests. State law (PUC Section 994015(c)) has been modified to clarify that..."the fact that an identified transit need cannot fully be met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet."

Additionally, the Act specifies that..." An agency's determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need of streets and roads. "

I. The "unmet needs" definition adopted by Council of San Benito County Governments:

"Unmet needs are defined as expressed or identified needs of a significant segment of the community for public transportation services to meet basic mobility needs which are not currently being met through existing transit services or other means of transportation.

Included, at a minimum, are those public transportation or specialized services that are identified in the Regional Transportation Plan, Short Range Transit Plan and/or Transit Development Plan, which have not been implemented or funded."

II. The "unmet needs" threshold criteria adopted by the Council of San Benito County Governments:

The following criteria must be true for the COG to consider a request an "unmet need". If a request **fails** to satisfy any of the criteria below, the request is **not** an unmet need.

1. The request fills a gap in transit service, or is identified as a deficiency in the Regional Transportation Plan.
2. Sufficient *broad-based* community support exists.
3. Request is a *current* rather than *future* need.
4. Request is not operational in nature (i.e. minor route change, bus stop change, etc.)

III. Adopted Definition of "Transit Needs That Are Reasonable To Meet Determination."

In making the reasonableness determination, an analysis will be conducted on existing transit services, available options, likely demand and general costs based on similar services in the area and available studies. Once completed, the following criteria shall be considered.

REASONABLE TO MEET CRITERIA

In making a reasonableness determination, an analysis will be conducted on existing transit services, available options, likely demand and general costs based on similar services in the area and available studies. An Unmet Transit Need would be considered reasonable to meet if the proposed service is in general compliance with the following criteria:

A. EQUITY

The proposed service would:

1. Benefit the general public.
2. Not unreasonably discriminate against nor favor any particular area or segment of the community at the exclusion of any other.
3. Not result in adversely affect existing services in other parts of the transit system that have an equal or higher priority immediately or within the foreseeable future.
4. Require a subsidy per passenger generally equivalent to other parts of the transit system, unless overriding reasons so justify.

B. TIMING

The proposed service would:

1. Be in response to an existing rather than a future need.
2. Be implemented consistent with federal, state, or regional funding approval schedules, if such funds are the most appropriate primary method of funding.

C. COST EFFECTIVENESS

The proposed service would:

1. Not cause the responsible operator or service claimant to incur expenses in excess of the maximum allocated funds.
2. Not set a precedent for other service expansions without a reasonable expectation of available funding.
3. Have available funding on a long-term basis to maintain the service.

D. SYSTEM PERFORMANCE

1. The efficiency of the new, expanded or revised transit service, excluding specialized transportation services, shall be measured on efficiency, such as:
 - Cost per passenger trip,
 - Cost per vehicle service hour,
 - Passenger trips per vehicle service hour,
 - Passenger trips per service mile,
 - On-time performance.
2. The proposed service would have a reasonable expectation of future increase in ridership.

E. OPERATIONAL FEASIBILITY

1. The new, expanded or revised transit service must be safe to operate and there must be adequate roadways and turnouts for transit vehicles.

2. The new service would be provided with the existing vehicle fleet or with vehicles that can be acquired with available funds.
3. The new service would have the available maintenance staff to cover the additional vehicle maintenance hours incurred as a result of the proposed service.

F. COMMUNITY ACCEPTANCE

A significant level of community support exists for the public subsidy of transit services designed to address the unmet transit need. Including but not limited to, community groups, community leaders, and community meetings reflecting support for the unmet transit need.

G. ADA CONFORMITY

The new, expanded or modified service, excluding specialized transportation services, would conform to the requirements of the Americans with Disabilities Act. The COG shall consider the financial impact on the TDA claimant if complementary paratransit services are required as a result of the new, expanded, or modified service.

H. OTHER FACTORS

Other specific, formulated components that COG determines to affect the reasonableness of meeting an unmet transit need.

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS AMENDED RESOLUTION 11-04

BEFORE THE BOARD OF DIRECTORS OF THE
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

RESOLUTION OF THE BOARD OF)	
DIRECTORS OF THE COUNCIL OF SAN)	
BENITO COUNTY GOVERNMENTS)	Resolution No. 11-04
AMENDING RESOLUTION NO. 90-12 TO)	
REVISE THE CRITERIA FOR)	
DETERMINING UNMET TRANSIT NEEDS)	
THAT ARE "REASONABLE TO MEET")	
_____)	

WHEREAS, the Council of San Benito County Governments, herein referred as to as ("COG") is the Regional Transportation Planning Agency (RTPA) for San Benito County; and

WHEREAS, the COG is responsible for the allocation to claimants of funds received from the Transportation Development Act (P.U.C. 99200, et seq); and

WHEREAS, Transportation Development Act funds can be allocated to eligible claimants for support of public transportation systems, bicycle and pedestrian facilities, and for streets and roads; and

WHEREAS, COG identifies unmet transit needs within the San Benito County region and those needs that are reasonable to meet in accordance with Public utilities Code, Section 99401.5; and

WHEREAS, COG, on July 12, 1990, adopted Resolution No. 90-12, adopting the definition of "unmet needs" and the criteria for determining unmet transit needs that are "reasonable to meet" in San Benito County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Council of San Benito County Governments, that it does hereby amend COG's Resolution 90-12 to amend the criteria for determining what unmet transit needs are "reasonable to meet", as set forth in Exhibit A, attached hereto and incorporated herein by reference.


PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 21ST DAY OF APRIL, 2011 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAINING:

ABSENT:



Jaime De La Cruz, Chair

ATTEST:
Lisa Rheinheimer, Executive Director

APPROVED AS TO LEGAL FORM:
San Benito County Counsel Office

By: 

By: 

Shirley L. Murphy, Deputy County Counsel

Dated: 4/26/11

Dated: April 13, 2011

Exhibit A

REASONABLE TO MEET CRITERIA

In making a reasonableness determination, an analysis will be conducted on existing transit services, available options, likely demand and general costs based on similar services in the area and available studies. An Unmet Transit Need would be considered reasonable to meet if the proposed service is in general compliance with the following criteria:

A. EQUITY

The proposed service would:

1. Benefit the general public.
2. Not unreasonably discriminate against nor favor any particular area or segment of the community at the exclusion of any other.
3. Not adversely affect existing services in other parts of the transit system that have an equal or higher priority immediately or within the foreseeable future.
4. Require a subsidy per passenger generally equivalent to other parts of the transit system, unless overriding reasons so justify.

B. TIMING

The proposed service would:

1. Be in response to an existing rather than a future need.
2. Be implemented consistent with federal, state, or regional funding approval schedules, if such funds are the most appropriate primary method of funding.

C. COST EFFECTIVENESS

The proposed service would:

1. Not cause the responsible operator or service claimant to incur expenses in excess of the maximum allocated funds.
2. Not set a precedent for other service expansions without a reasonable expectation of available funding.
3. Have available funding on a long-term basis to maintain the service.

D. SYSTEM PERFORMANCE

1. The efficiency of the new, expanded or revised transit service, excluding specialized transportation services, shall be measured on efficiency, such as:
 - Cost per passenger trip,
 - Cost per vehicle service hour,
 - Passenger trips per vehicle service hour,
 - Passenger trips per service mile,
 - On-time performance.
2. The proposed service would have a reasonable expectation of future increase in ridership.

E. OPERATIONAL FEASIBILITY

1. The new, expanded or revised transit service must be safe to operate and there must be adequate roadways and turnouts for transit vehicles.
2. The new service would be provided with the existing vehicle fleet or with vehicles that can be acquired with available funds.
3. The new service would have the available maintenance staff to cover the additional vehicle maintenance hours incurred as a result of the proposed service.

F. COMMUNITY ACCEPTANCE

A significant level of community support exists for the public subsidy of transit services designed to address the unmet transit need, including but not limited to, community groups, community leaders, and community meetings reflecting support for the unmet transit need.

G. ADA CONFORMITY

The new, expanded or modified service, excluding specialized transportation services, would conform to the requirements of the Americans with Disabilities Act. The COG shall consider the financial impact on the TDA claimant if complementary paratransit services are required as a result of the new, expanded, or modified service

H. OTHER FACTORS

Other specific, formulated components that COG determines to affect the reasonableness of meeting an unmet transit need.

System/Area Profile

REGIONAL SETTING

San Benito County is ideally located inland from the Central California Coast. The County borders Monterey, Santa Cruz, Fresno, Merced, and Santa Clara Counties. Combined with more affordable housing and its close proximity to Monterey, Santa Cruz, and Santa Clara Counties, San Benito County is an attractive home to 55,269 people (2010). Although the County consists of 1,390 square miles, the majority of the population lives in Hollister (the County seat) San Juan Bautista, or the unincorporated area of northern San Benito County.

EXISTING TRANSIT SERVICES

The San Benito County Local Transportation Authority was formed by a Joint Powers Agreement between the Cities of Hollister and San Juan Bautista and the County of San Benito in 1990. The Authority is responsible for the administration and operation of public transportation services in the County provided by County Express and Specialized Transportation Services.

County Express Transit System

The County Express system currently provides three fixed routes in the City of Hollister, complementary Americans with Disabilities Act Paratransit service, Intercounty service to Gilroy in Santa Clara County, and a general public Dial-A-Ride.

As of December 2013, the County Express fleet included 23 vehicles. All vehicles are ADA compliant and equipped with wheelchair lifts/ramps and bicycle racks. The Local Transportation Authority contracts with a private operator for management, dispatchers, trainers, and drivers of its County Express transit service.

Fixed-Route

Fixed-Route service operates three Fixed Routes within the City of Hollister. These routes operate between 6:20 a.m. and 5:40 p.m. However, there is no Fixed Route service between 11:00 a.m. to 2:00 p.m. Headways for each of the routes range from 40 to 50 minutes.

Dial-A-Ride

County Express transit system provides Dial-a-Ride service to parts of northern San Benito County, including Hollister, San Juan Bautista, and Tres Pinos, Monday through Friday from 6:00 a.m. to 6:00 p.m. where and when Fixed Route is not available and on weekends. Reservations for the Dial-A-Ride may be made up to 14 days in advance. Same-day service is available but is subject to availability and a convenience fee.

Paratransit

Complementary Americans with Disabilities Act Paratransit service is available for residents and visitors who are eligible for the service as determined by the Authority. The service is for individuals who are not able to access Fixed Route due to a physical or cognitive disability and have trips that begin or end in a location less than $\frac{3}{4}$ mile from a Fixed Route bus stop. Reservations for the Paratransit service may be made up to 14 days in advance. Same-day service is available but is subject to availability and a convenience fee.

Intercounty

County Express' Intercounty routes provide connections from the Cities of Hollister and San Juan Bautista to the City of Gilroy. There is daily weekday service to Gavilan College and the Caltrain station and Saturday service to the Greyhound station in Gilroy. The weekday shuttle service to Gavilan College is from 6:50 a.m. to 6:10 p.m. with a limited schedule when school is not in session. There are three early

morning and three evening runs to the Gilroy Caltrain station for connections to Caltrain and Valley Transportation Authority bus services. Service to the Greyhound station operates on Saturday and Sunday from 7:40 a.m. to 6:00 p.m.

Specialized Transportation Services

According to the 2010 U.S. Census, 10.4 percent of the total county population is aged 65 or older.¹ Many of these elderly individuals and persons with disabilities require specialized transportation services to travel to medical appointments, shop, and visit recreation centers.

The Authority contracts with Jovenes de Antaño, a local non-profit organization that has been providing specialized transportation services in San Benito County since 1990. Specialized services include Out of County Non-Emergency Medical Transportation, Medical Shopping Assistance Transportation, and Senior Lunch Transportation Program. These services are beyond the requirements of Americans with Disabilities Act. They provide escort services, door-through-door, and minor translation services.

Jovenes de Antaño also has a referral program that provides information about other social services within the community, coordination of home-based services, referral to legal assistance, and other local services to their clients. The coordination effort between Jovenes de Antaño and the Authority allows for efficient, affordable and reliable service for this critical need in the community of San Benito County.



UNMET NEEDS PUBLIC NOTICE PROCESS

Pursuant to PUC Section 99238.5, the transportation planning agency shall hold at least one public hearing for the purpose of soliciting comments on the unmet transit needs that may exist within its jurisdiction.

In fulfillment of the above requirement, the Council of San Benito County Governments, designated the San Benito County Regional Transportation Planning Agency, held public hearings on March 18, 2014 and March 20, 2014. Notice of the hearings was given 30 days in advance and included the date, place and specific purpose of the meeting. Notice was provided in English and Spanish.

In order to encourage attendance by the transit-dependent, the local public transit system offered special transportation service to and from the hearings. The COG held hearings at the Senior Citizen Activity center in the City of Hollister. The COG posted English and Spanish flyers in its social media Facebook page, on-board transit vehicles, and flyers were distributed to several agencies in San Benito County.

¹ U.S. Census, San Benito County

NOTICE OF PUBLIC HEARING

HOLLISTER
FREE LANCE

Public Notice

**NOTICE OF PUBLIC HEARING
Unmet Transit Needs**

Notice is hereby given that two Public Hearings will be held by the Council of San Benito County Governments to consider the Unmet Transit Needs within San Benito County. The hearings are open to the public and the public is encouraged to attend. Said public hearings will be held on the following dates and locations: February 15, 2012 at 1:00 p.m. at the Hollister Community Center, 300 West Street, Hollister, CA, and February 16, 2012 at 2:00 p.m. at the San Benito County Administration Building, 481 Fourth Street, Hollister, CA. If you are unable to attend the hearings you may express your concerns in writing to: Council of San Benito County Governments, Attn: Unmet Transit Needs, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023.

AVISO-AUDIENCIAS PÚBLICAS

Se avisa que tres Audiencias Publicas se llevaran acabo por el Concilio de los Gobernantes del Condado de San Benito para considerar Necesidades de Transito aun no efectuadas dentro del Condado de San Benito.

Dichas Audiencias Publicas se llevaran acabo el 15 de febrero del 2012 a las 1:00 de la tarde en el

Centro de la Comunidad en Hollister, 300 West Street, Hollister, CA y el 16 de febrero a las 2:00 de la tarde en el Edificio de Administración del Condado de San Benito localizado en el 481 Fourth Street, Hollister, CA.

Si usted no puede atender las Audiencias Publicas, usted puede escribir para expresar sus opiniones a: Council of San Benito County Governments, Attn: Necesidades de Transito, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023.

Publish: January 3, 2012
F/09589868

PUBLIC HEARING FLYERS

You're Invited!

We want to hear your thoughts on the bus services provided by Jovenes de Antaño and County Express.



Public Meetings

March 18, 2014
1:00 p.m.
Community Center
300 West Street, Hollister

March 20, 2014
3:00 p.m.
Board of Supervisors Chambers
481 Fourth Street, Hollister

Comments due: March 21, 2014



Mail Comments:
Attn: Unmet Transit Needs
330 Tres Pinos Road, C7
Hollister, CA 95023
.....



Email Comments:
veronica@sanbenitocog.org
.....



Phone Comments:
(831) 637-7665
.....



Fax Comments:
(831) 636-4160
.....



Council of San Benito County Governments
330 Tres Pinos Road, C7
Hollister, CA 95023
Phone: (831) 637-7665

¡Está Invitado!

**Queremos recibir su opinión
sobre los servicios de autobús
proporcionados por Jóvenes
de Antaño y County Express.**



Juntas Públicas

18 de marzo 2014
1:00 p.m.
Centro Comunitario
300 West Street, Hollister

20 de marzo 2014
3:00 p.m.
Edificio de Administración del Condado
481 Fourth Street, Hollister

Fecha de cierre para
comentarios: 21 de marzo 2014



Comentarios por Correo:
Attn: Necesidades de Tránsito
330 Tres Pinos Road, C7
Hollister, CA 95023

.....



**Comentarios por correo
electronico :**
veronica@sanbenitocog.org

.....



Comentarios por teléfono:
(831) 637-7665

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Comentarios por fax:
(831) 636-4160

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Concilio de Gobiernos del
Condado de San Benito
330 Tres Pinos Road, C7
Hollister, CA 95023
Phone: (831) 637-7665

UNMET TRANSIT NEEDS PUBLIC HEARING

HEARING PROCESS

The Council of Governments held two public hearings to receive Unmet Transit Needs testimony. Translation services were available at both hearings, and transportation was available to those persons in need by San Benito County Transit.

The first hearing was held March 18, 2014 at 1:00 p.m. at the Hollister Community Center located at 300 West Street in Hollister. The second hearing was held during the Council of Governments regular Board meeting on March 20, 2014 at 3:00 p.m. in the County Board of Supervisors Chambers in Hollister.

During the public comment period, the Council of Governments received a total of 14 comments. Below is a summary of comments received, Unmet Transit Needs determination (i.e. Unmet Need or Not an Unmet Need), COG response to comments, and relevant Unmet Transit Needs Policy.

APPENDIX
COG MINUTES, RELATING TO THE UNMET TRANSIT NEEDS HEARINGS

SAN BENITO COUNTY
COUNCIL OF GOVERNMENTS
LOCAL TRANSPORTATION AUTHORITY

SPECIAL JOINT MEETING

March 18, 2014 1:00 P.M.

MEMBERS PRESENT:

Chair Gomez, Vice-Chair De La Cruz, Director Boch, Director Botelho, and Director Scattini

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Lisa Rheinheimer; Transportation Planner, Veronica Lezama, Transportation Planner, Betty LiOwen; Transportation Intern, Regina Valentine; Secretary, Monica Gomez

OTHERS PRESENT:

Pauline Valdivia, Jovenes de Antaño; Belynda Johnson, Joe Rye, Doug Langile, Majic Consulting Group; Evelia Meza, Spanish Interpreter

CALL TO ORDER:

Chair Gomez called the meeting to order at 1:06 P.M.

A. PLEDGE OF ALLEGIANCE

B. CERTIFICATE OF POSTING

Upon a motion duly made by Director Botelho, and seconded by Director Scattini, the Directors unanimously approved the Certificate of Posting.

1:00 P.M. Public Hearing (Or As Soon Thereafter As the Matter May Be Heard)

TRANSPORTATION ITEMS:

1. Unmet Transit Needs Hearing – Lezama

- a. **RECEIVE** Report on Unmet Transit Needs Hearing
- b. **OPEN** Public Hearing
- c. **CLOSE** Public Hearing
- d. **DIRECT** Staff to Return to Council of Governments with Recommendation.

Ms. Lezama presented the item. She noted that this was the first of two public hearings. The second hearing will take place at the Council of Governments Board meeting Thursday, March 20, 2014 at the Board of Supervisors Chambers at 3:00 p.m.

Ms. LiOwen provided an overview of the services provided by County Express and Jovenes de Antaño.

Staff requested that the Board break out into small groups and interact with the members of the public to receive their input about the transportation services offered by the Local Transportation Authority.

Chair Gomez introduced each Board member and opened the public hearing at 1:13 p.m.

The Board and staff broke out into 5 small groups and engaged with members of the public who were seated at tables. Staff and Board members asked each group to express any questions or concerns they had about the County Express or Jovenes de Antaño services.

Executive Director, Lisa Rheinheimer, reported out on Table #3 comments:

Grace reported that she had great service last year from Jovenes de Antaño and now she is lucky to have her son provide her transportation.

Valerie talked about some transportation enhancements between San Juan Bautista and Hollister and getting people to places such as the YMCA and the new Skate Park. She mentioned the need for a stronger connection in terms of transit services between Hollister and San Juan Bautista.

Veronica Lezama reported out on Table #4 and Table #5 comments:

Maria reported that she primarily uses the Jovenes de Antaño service and she had very positive feedback. The Jovenes de Antaño buses are always on time and she has not had any issues with the drivers.

A gentlemen talked about the need for service to Santa Ana Valley and San Francisco. They also wanted to acknowledge a Jovenes de Antaño driver named "Marcos." They stated that Marcos is an "excellent driver".

Regina Valentine reported out on Table #2 comments:

Roman Rodriguez had a question about the percentage of disability to be eligible for the ADA Paratransit service. Staff was able to explain the ADA Paratransit eligibility process. Mr. Rodriguez also asked why there was no transportation services specifically for Veterans. Staff explained that there are connections from Hollister to San Jose and the VA will connect from Palo Alto to San Jose, however the rider would have to check specifically with the VA about their services.

Lynn Overtree requested that we provide service to Watsonville and make connections to Santa Cruz Transit. Ms. Overtree provided a proposal with recommended routes and a letter explaining a need for the service. The information will be forwarded to the Executive Director.

Betty LiOwen reported out on Table #1 comments:

There was a request to provide service from Hollister to Los Baños. There was discussion about how important public transit is to improving the environment. There was discussion about the need to increase transit marketing to Hollister residents and provide additional token vendor locations. There was a request to bring back the midday fixed route service in Hollister. Staff received positive feedback about the County Express drivers. Staff needs to work on clarifying service boundaries for the specialized transportation services. There was a question regarding transportation for local veterans. Ms. LiOwen mentioned that the VA provides transportation locally however; clients need to contact them directly for more information.

Ms. Lezama stated that staff and the Social Services Transportation Advisory Council will review all of the comments received and provide a recommended determination of Unmet Transit Needs to the Council of Governments Board of Directors in June.

Chair Gomez closed the public hearing at 1:37 p.m.

The Board thanked the members of the public for their time and for providing feedback about the Jovenes de Antaño and County Express services. Chair Gomez directed staff to report back to the Board with a recommendation at a future meeting.

Upon a motion made by Director De La Cruz, and seconded by Director Botelho, the Directors directed staff to report back with a recommendation at a future meeting. Vote: 5/0 motion passes.

Upon a motion made by Director Botelho, and seconded by Director Botelho, the Directors voted to adjourn the Special Joint meeting at 2:50 p.m.

ADJOURN TO REGULAR COG MEETING MARCH 20, 2014.

**SAN BENITO COUNTY
COUNCIL OF GOVERNMENTS
REGULAR MEETING**

March 20, 2014, 3:00 P.M.

MEMBERS PRESENT:

Chair Gomez, Director Boch, Director Botelho, Director De La Cruz, and Director Scattini

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Lisa Rheinheimer; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Betty LiOwen; Transportation Intern, Regina Valentine; Secretary, Monica Gomez

OTHERS PRESENT:

Heather Adamson, Association of Monterey Bay Area Governments (AMBAG); Aileen Loe, John Olejnik, Caltrans District 5; Steve Wittry, Director of Public Works

CALL TO ORDER:

Chair Gomez called the meeting to order at 3:01 P.M.

B. PLEDGE OF ALLEGIANCE

B. CERTIFICATE OF POSTING

Upon a motion duly made by Director Scattini, and seconded by Director Botelho, the Directors unanimously acknowledged the Certificate of Posting.

C. PUBLIC COMMENT:

Marty Richman

Mr. Richman provided his comments in writing. He mentioned that in his opinion AMBAG is not addressing San Benito County's critical issues with the priority our situation demands; that has to change or it will be a waste of time and money. He stated that AMBAG may be able to help San Benito County if they address its most critical problem, economic underdevelopment and recognize that San Benito County has special needs and is not the same as the rest of the region.

REGULAR AGENDA

TRANSPORTATION ITEMS:

3:00 P.M. Public Hearing (Or As Soon Thereafter As The Matter May Be Heard)

6. Unmet Transit Needs Hearing – Lezama

- a) **RECEIVE** Report on Unmet Transit Needs Hearing
- b) **OPEN** Public Hearing
- c) **CLOSE** Public Hearing
- d) **DIRECT Staff** to Return to Council of Governments with Recommendation.

Betty LiOwen presented this item on behalf of Veronica Lezama. Ms. LiOwen stated that COG holds two annual hearings to receive public testimony on the bus services provided by County Express and Jovenes de Antaño. The first hearing was held on March 18, 2014 at the Hollister Community Center.

Chair Gomez opened the Public Hearing at 3:38 p.m. There was no public comment. Chair Gomez closed the Public Hearing at 3:38 p.m.

The COG Board thanked staff for the way the Public Hearing process was structured on Tuesday. They were able to sit down and engage with the public and listen to their input. They stated that it was an effective experience that should be repeated in the future.

Ms. LiOwen stated that after the hearings process and review of testimony received, staff will return to the Board with a recommendation at a future meeting.

Upon a motion duly made by Director Botelho, and seconded by Director Scattini, the Directors unanimously approved Item 6. Vote: 5/0 motion passes

APPENDIX

Social Services Transportation Advisory Council Meeting Minutes June 20, 2014

Agenda Item: _____

**COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL**

SPECIAL MEETING

DRAFT MINUTES

DATE: Friday, June 20, 2014
10:00 AM

LOCATION: **Council of San Benito County Governments**
Conference Room
330 Tres Pinos Road, Suite C-7
Hollister, CA 95023

CALL TO ORDER

Chair, Tony Mercado called the meeting to order at 10:10 A.M.

SSTAC Members 2014	*Jan 24	Mar 28	*May 23	June 20 <i>Special</i>	July 25	Sept 26	Nov 21
Tony Mercado		P		P			
Maggie Bilich		P 10:00am		P			
Esther Alva		P		E			
Clay Kempf (Bob Campbell)		P		P			
Joy Rice		E		P			
Vacant							
Pauline Valdivia		P		P			

*** Meeting Cancelled**

P= Present A=Absent E= Excused (a) = alternate

STAFF PRESENT:

Lisa Rheinheimer, Executive Director; Mary Gilbert, Transportation Planning Manager;

Veronica Lezama, Transportation Planner

A. CERTIFICATE OF POSTING

Upon a motion duly made by Maggie Bilich, and seconded by Pauline Valdivia, the Committee unanimously acknowledged the Certificate of Posting.

B. MEMBER ANNOUNCEMENTS:

Joy Rice announced that if she can get enough volunteers, Hope Services will sell sodas and water during the 4th of July Bike Rally. She encouraged everyone to come by their site as all proceeds will go back to Hope Services.

Pauline Valdivia announced that after 16 years on the Hollister City Council, she has decided to step down. Her last Hollister City Council meeting will be in November.

SSTAC members congratulated Ms. Valdivia for her 16 years of service on the Hollister City Council.

C. EXECUTIVE DIRECTOR'S REPORT:

Lisa Rheinheimer announced that she had resigned as COG's Executive Director, effective August 10, 2014. She thanked SSTAC members for their input on transit related issues and expressed appreciation for their support over the years.

Ms. Rheinheimer reported that the Local Transportation Authority's County Express service provided free transit to the Hollister Air Show on Saturday and Sunday. Unfortunately, there were only twelve passenger trips (6 people). Of those six people, three of them were her husband, her son, and herself. She stated that this will be a discussion for the Board next year, as to whether or not they want to continue the service.

Ms. Gilbert announced that the Local Transportation Authority's County Express service will provide free transit to the San Benito County Fair this year.

SSTAC members wished Ms. Rheinheimer the best in her future endeavors.

CONSENT AGENDA

1) APPROVE SSTAC Meeting Minutes dated March 28, 2014 – Gomez

Upon a motion duly made by Maggie Bilich, and seconded by Pauline Valdivia, the Committee unanimously approved Item 1 from the Consent Agenda. Vote: 5/0 motion passes.

REGULAR AGENDA:

2) RECEIVE and COMMENT on the 2014 Unmet Transit Needs Hearings: Draft Requests and Responses – Lezama

Ms. Lezama provided an overview of the 2014 Unmet Transit Needs Hearings Draft requests and responses. The Council of Governments received 14 public comments at the Unmet Transit Needs Hearings. Of the 14 comments received, six were identified as Unmet Transit Needs. All “Unmet Transit Needs” were classified as “Not Reasonable to Meet.”

There was discussion about the request to improve transit from San Juan Bautista to Hollister. Ms. Bilich stated that there was not enough transit trips to San Juan Bautista. Staff stated that this concern is identified as a deficiency in the Regional Transportation Plan.

The Advisory Council reviewed all the testimony received and determined that there were no Unmet Transit Needs that are “Reasonable to Meet:”

Ms. Lezama stated that staff will present the Draft Unmet Transit Needs Report to the Council of Governments Board at their July 17, 2014 meeting.

There was no further discussion or public comment.

Adjourn to Meeting of July 25, 2014.

Upon a motion duly made by Maggie Bilich, and seconded by Pauline Valdivia, the Committee unanimously adjourned the meeting at 11:10 a.m. Vote: 5/0 motion passes.

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS RESOLUTION

**TO BE INSERTED AFTER THE LTA BOARD ADOPTS THE
2014 UNMET TRANSIT NEEDS REPORT**



Staff Report

To: Council of San Benito County Governments
From: Mary Gilbert, Interim Executive Director
Date: August 21, 2014
Subject: Highway 25 Bypass Right of Way

Recommendation:

ADOPT Resolution 14-10, Approving Documents for Right of Way Acquisition for the Highway 25 Bypass project

Summary:

Staff is seeking Board approval to finalize a right of way acquisition for the Highway 25 Bypass project.

Financial Considerations:

The Right of Way agreement authorizes payment of \$11,000 for the property take.

Background:

COG initiated project closeout and transfer of the Highway 25 Bypass in July 2013. As part of the closeout work, mapping was completed that identified a small right of way take necessary for the project to be considered complete. Staff has negotiated a settlement with the property owner for the fee take and acquisition of a sound wall maintenance easement.

Staff Analysis:

Staff negotiated a right of way agreement with the property owners. Resolution 14-10 authorizes the Executive Director to sign all right of way documents, accept the grant deed, and authorizes payment for the purchase of the property.

Executive Director Review: MG

Counsel Review: Yes

Supporting Attachment: Resolution 14-10

BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF SAN)
BENITO COUNTY GOVERNMENTS TO)
APPROVE A RIGHT-OF-WAY PURCHASE)
AGREEMENT AND ACCEPT A GRANT)
DEED FOR THE PURCHASE OF REAL)
PROPERTY FOR THE HIGHWAY 25)
BYPASS PROJECT, AND TO)
AUTHORIZE PAYMENT FOR SUCH)
PURCHASE)

Resolution No. 14-10

WHEREAS, the Council of San Benito County Governments ("San Benito COG") is a joint powers agency formed under the joint exercise of powers provisions of California Government Code section 6500 to 6522 and California Code of Civil Procedure section 1240.140; and

WHEREAS, San Benito COG previously approved the Highway 25 Bypass Project; and

WHEREAS, San Benito COG must acquire certain property right(s) to private property regarding the Highway 25 Bypass soundwall; and

WHEREAS Leslie M. Clark ("Grantor") has executed a right-of-way agreement and grant deed, for purchase of property over land described therein, in favor of the Council of San Benito County Governments, on the forms attached hereto and incorporated herein by reference as **Attachments 1 and 2**; and

WHEREAS, COG prepared a Minimum Valuation Statement for the fair market value of the property rights to be granted; and

WHEREAS, COG negotiated with the Grantor regarding sale of their property to COG and provided the Grantor with a copy of the Minimum Valuation Statement; and

WHEREAS, the Grantor has executed the grant and agreement for the purchase of property, on the condition that COG pay the purchase price of \$11,000.00; and

WHEREAS, the COG Board of Directors hereby finds as follows:

(a) public necessity and convenience require the acquisition of *{check those of the following that apply;}*

- fee simple title(s) for a road right-of-way
- permanent easement(s) for drainage purposes
- permanent easement(s) for purposes of slope maintenance

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- permanent easement(s) authorizing access for maintenance of {check those of the following that apply:}
- the road right-of-way and associated appurtenances
- the drainage facilities and associated appurtenances
- the slope adjoining the road right-of-way
- the footing of the sound wall adjoining the road right-of-way
- temporary construction easement(s)

for the Highway 25 Bypass project and that acceptance of these property interests would advance, benefit, protect and serve the public's and the Council of San Benito County Governments' best interests, because they are necessary for proper construction and maintenance of a public highway for road purposes;

- (b) the \$11,000.00 purchase price reflected in the agreement for purchase of property represents the fair market value for the property rights granted; and
- (c) the Grantor is entitled to payment of fair market value for the property rights granted and the Grantor requests such payment.

NOW THEREFORE BE IT RESOLVED that San Benito COG Board of Directors hereby approves the right-of-way agreement for the purchase of property attached hereto as **Attachment 1** and accepts the grant deed attached hereto as **Attachment 2**, to be used for the acquisition of real property for the Highway 25 Bypass project, for and on behalf of San Benito COG; and

BE IT FURTHER RESOLVED that San Benito COG Board of Directors authorizes payment to the Grantor, for the property rights granted in the amounts reflected in the right-of-way agreement for the purchase of property (**Attachment 1**) from the designated Account; and

BE IT FURTHER RESOLVED that the COG Board of Directors hereby authorizes and directs the Chair to execute the right-of-way agreement for the purchase of property (**Attachment 1**) and the certification of acceptance and consent to record the grant deed (**Attachment 2**); and

BE IT FURTHER RESOLVED that the COG Board of Directors hereby authorizes and directs the Interim Executive Director to transmit the grant attached hereto as **Attachment 2** to the San Benito County Recorder's Office for recording when fully executed; and

BE IT FURTHER RESOLVED that the COG Board of Directors hereby authorizes and directs the San Benito County Auditor to issue County warrants to the Grantors, who have requested payment of fair market value, from the designated Account.

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PASSED AND ADOPTED BY THE SAN BENITO COUNCIL OF GOVERNMENTS THIS
21st DAY OF AUGUST, 2014 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAINING:

ABSENT:

Victor Gomez, Chair

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

Dated: Aug. 15, 2014

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

ATTEST:

Mary Gilbert, Interim Executive Director

Dated: _____

By: _____

ATTACHMENT 1

RIGHT-OF-WAY AGREEMENT:

ROAD

This Agreement by and between the Council of San Benito County Governments, a joint powers authority created under the joint exercise of powers provisions of California Government Code sections 6500 to 6522 ("COG") and Leslie Marie Clark as Trustee, or Successor Trustee of the Leslie Marie Clark Trust, as Set Forth in that Declaration of Trust Dated October 5, 2007 ("Grantor(s)"), made and entered into on the date when fully executed by all parties hereto.

Recitals:

WHEREAS, in the year 2007, COG constructed various right-of-way improvements along a portion of 600 Del Monte Drive, Hollister, CA, for the purpose of the Highway 25 Bypass Project; and

WHEREAS, Grantor(s) hold(s) title to certain real property at 600 Del Monte Drive, Hollister CA, APN No. 056-400-070-0, a portion of which is required by COG for the Highway 25 Bypass Project at this location, and which is more particularly described in Exhibits A and A-1, attached hereto, and depicted in Exhibits B and B-1, attached hereto, both of which exhibits are incorporated herein by this reference, containing 470 square feet, more or less; and

WHEREAS, Grantor(s) has/have executed and delivered the following instrument(s) to Mary Gilbert, Right-of-Way Agent, Council of San Benito County Governments:

- a Grant Deed transferring fee simple title to the subject property, for purposes of a public road right-of-way
- a permanent easement in, under, along, upon and across the subject property for the purposes of construction, maintenance, operation, inspection, repair and reconstruction of a storm drain and all necessary appurtenances thereto ("drainage facilities")
- a permanent easement in, under, along, upon and across the subject property for road purposes to be used for construction and maintenance of slopes adjoining the road right-of-way, reserving unto the Grantor(s) and the Grantor(s) successors and assigns, the right to remove such slopes or portions thereof upon removing the necessity for maintaining such slopes or portions thereof or upon providing in place thereof other adequate lateral support, the design and construction of which shall be first approved by COG for the protection and support of said road

- a permanent easement in, under, along, upon and across the subject property, authorizing access for maintenance, repair and/or reconstruction of *(check those of the following that apply:)*
 - the adjoining road right-of-way and associated appurtenances
 - the drainage facilities and associated appurtenances
 - the slope adjoining the road right-of-way
 - the footing of the sound wall adjoining the road right-of-way
- a permanent easement in, under, along, upon and across the subject property for purposes of _____
- a temporary access easement in, under, along, upon and across the subject property, authorizing access for purposes of construction, maintenance, inspection, repair and reconstruction of _____ and all necessary appurtenances thereto ("facilities") in, under, along, upon, across and/or within the adjoining road right-of-way, during the _____ project, to commence with first entry on the temporary access easement area by COG's agents or contractors
- a temporary construction easement in, under, along, upon and across the subject property, authorizing access for purposes of construction, maintenance, inspection, repair and reconstruction of Hospital Road and all necessary appurtenances thereto, during the Hospital Road Bridge project, to commence with first entry on the temporary construction easement area by COG's agents or contractors
- a right of entry agreement authorizing COG and its employees and agents to enter the subject property for the purpose(s) of construction, maintenance, inspection, repair and reconstruction of _____ and all necessary appurtenances thereto ("facilities") in, under, along, upon, across and/or within the adjoining road right-of-way, during the _____ project, as described in the agreement.

WHEREAS, property owners are entitled to just compensation for COG's permanent or temporary acquisition, occupancy and/or use of their property and Grantor(s) desire(s) compensation for the property rights conveyed; and

WHEREAS, COG obtained a Minimum Value Estimate of the fair market value of the property rights conveyed, and a copy of the Minimum Value Estimate was provided to Grantor(s).

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. COG requires the subject property for purposes of a public road right-of-way and associated public improvement(s), a public use for which COG has the

authority to exercise the power of eminent domain. Grantor(s) is/are compelled to sell, and COG is compelled to acquire the property. Grantor(s) and COG recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation. COG's performance of this Agreement shall relieve COG of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement(s).

2. COG shall:

- (A) pay the undersigned Grantor(s) the sum of \$11,000 for the property or interest(s) conveyed by the above instrument(s) including, but not limited to, Grantor(s)' improvements located in, under, along, upon and across the property being acquired, when title to said property vests in COG free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes except:
 - (1) taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the time of recording of the deed;
 - (2) covenants, conditions, restrictions and reservations of record, or contained in the above referenced document; and
 - (3) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any;
- (B) pay all escrow and recording fees incurred in this transaction and the premium charged for title insurance desired by COG except the documentary stamp tax; and
- (C) have the authority to deduct and pay from the amount shown in section 2(A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this deed is recorded, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which have become a lien at the time of recording of the deed, except those subject to which title is to be taken in accordance with the terms of this Agreement.

3. The acquisition price of the subject property set forth in section 2 of this Agreement reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, COG may elect to recover its clean-up costs from those who caused or contributed to the contamination. Grantor(s) shall further indemnify, defend,

save and hold COG harmless from any and all claims, costs and liability, including reasonable attorneys' fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the subject property, save and except claims, costs or litigation arising through the sole willful misconduct of COG, its agents or employees.

4. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) or trust, if any together with penalty (if any) for payment in full in advance of maturity, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder; said mortgagees or beneficiary(s) to furnish Grantor(s) with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. COG shall be entitled to possession and use of the subject property, including the right to remove and dispose of improvements, upon the execution of the Grant Deed by Grantor(s), provided that the part taken does not affect Grantor(s)' use of the remainder parcel, in which case the right of possession and use will commence upon payment of compensation to Grantor(s) for the part taken, and that the amount shown in section 2(A) to this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said commencement date.
6. Grantor(s) warrant(s) that he/she/they is/are the owner(s) in fee simple of the subject property, that he/she/they has/have the exclusive right to grant the property right(s) conveyed and that he/she/they own(s) the property free and clear of all liens, leases, licenses, claims, encumbrances, easements, rights-of-way of any nature that are not disclosed by public record and that there are no oral or written leases on all or any portion of the property exceeding a period of one month. In consideration of COG waiving the defects and imperfections of title, as set forth above, the undersigned Grantor(s) further covenant(s) and agree(s) to indemnify, defend and hold harmless COG and its officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to third party claims made or asserted on the title granted to COG and/or regarding any lease of said property held by any tenant of Grantor(s) for a period exceeding one month. Grantor(s) obligation herein to indemnify COG shall not exceed the amount paid to Grantor(s) under this Agreement. If any lessee interests are identified, as a condition precedent to approval of this Agreement by COG, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. Grantor(s) agree(s) to assist COG in securing said Quitclaim Deeds or releases.

7. Grantor(s) warrant(s) that as of the date of the execution of this Agreement, Grantor(s) has/have no knowledge of any default under any contract, agreement, lease, instrument, encumbrance, or transaction relating to the subject property.
8. Grantor(s) agree(s) and consent(s) to the dismissal of any eminent domain action, as to the subject property or any portion thereof, in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to court costs and any money that may now be on deposit in said action.
9. Title services for this transaction will be handled in house by Mary Gilbert, Interim Executive Director.
10. All of the warranties, conditions, covenants, terms and other obligations herein contained shall survive delivery of the deeds and shall be binding upon and shall inure to the benefit of Grantor(s), COG and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.
11. Except as otherwise provided herein or by express written permission granted by COG, Grantor(s) shall not, after the date of execution of this Agreement, alienate, lien, encumber or otherwise transfer the subject property, or any portion thereof, or enter into a lease or contract with respect to the subject property, in a manner that would impair COG's use of the subject property.
12. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
13. Each party represents and warrants that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant or believed to be relevant to this Agreement may hereafter turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Agreement shall be and remain effective in all respects and shall not be subject to rescission by reason of any such differences in any facts.
14. Each party represents and warrants that in executing this Agreement, it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of the contract, or that such party willingly foregoes any such consultation.

15. This Agreement has been arrived at through negotiation between the parties. Neither party shall be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654.
16. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful, shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.
17. This is the entire agreement of the parties. The making, execution and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein, and there are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated herein by reference. The performance of this Agreement constitutes the entire consideration for said Agreement and shall relieve COG of all further obligations or considerations for the conveyance of property interest(s) identified herein. This Agreement supersedes all other verbal or written communications, discussions or understandings to date. Any change or amendment to this Agreement requires mutual agreement set forth in writing by the parties hereto.
18. The parties consider each and every term, covenant, and provision of this Agreement to be material and reasonable.
19. If any of the conditions set forth in this Agreement fail to occur, or if COG notifies Grantor(s) in writing prior to the close of escrow of Grantor's(s') breach of any of the Grantor's(s') warranties set forth in this Agreement, then COG may cancel the escrow, terminate this Agreement, and recover the amounts paid by COG to the escrow holder toward the purchase price of the subject property. COG shall exercise this right to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to Grantor(s) and the escrow holder within five (5) business days of the failure or breach. The exercise of this power shall not waive any other right COG may have against Grantor(s) for other breaches of this Agreement.
20. Grantor(s) for himself/herself/itself/themselves, his/her/its/their agents, assigns, successors in interest, and any related or affiliated entities, hereby fully release(s) and discharge(s) COG, its officers, directors, employees, agents, and other representatives, from any and all causes of action, actions, judgments, liens, indebtedness, obligation, losses, claims, damages, liabilities and demands, including without limitation, any claim arising out of or pertaining, directly or indirectly, to the acquisition of the subject property described in this Agreement and the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits,

reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

Grantor(s) acknowledge(s) that he/she/it/they may hereafter discover facts or law different from, or in addition to that which he/she/it/they now believe(s) to be true with respect to his/her/its/their release of claims as set forth in this Agreement, and understand(s) that by executing this Agreement he/she/it/they is/are waiving any rights or claims for any other or future benefits or damages to which he/she/it/they might be entitled which are not specifically exempted herein. In giving this release, Grantor(s) expressly waive(s) the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

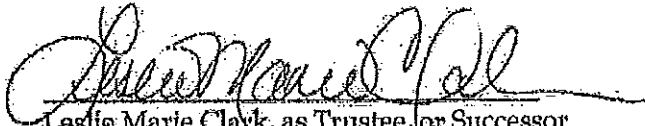
If this Agreement is terminated, this section shall have no force or effect.

21. All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
22. This Agreement has been entered into in the State of California and all questions with respect to this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of California.
23. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts together shall constitute one agreement.
24. Grantor(s) understand(s) that this Agreement is subject to the approval by the Executive Director of the Council of San Benito County Governments. Further, that this Agreement shall have no force or effect unless and until the Executive Director's approval has been obtained.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates of their signatures below.

GRANTOR(S):



Leslie Marie Clark, as Trustee, or Successor
Trustee of the Leslie Marie Clark Trust,
as Set Forth in that Declaration of Trust
Dated October 5, 2007

Date: July 29, 2014

APPROVED BY COG:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: _____
Victor Gomez, Chairperson

By: Shirley L. Murphy
Shirley L. Murphy
Deputy County Counsel

Date: _____

Date: Aug. 15, 2014

Exhibit A
(Legal Description)

Lot 157 Fee Parcel;

A portion of land in the City of Hollister, County of San Benito, State of California, being a portion of Lot 157 of Tract 249 California Sunset according to the map recorded April 9, 1993 in Book 11, Page 53 of Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the most westerly corner of said Lot 157, thence along the westerly line of said Lot 157 N 07° 28' 57" E, 4.90 feet to the true point of beginning; thence,

- 1st N 47° 55' 24" E, 28.24 feet; thence,
- 2nd N 84° 36' 01" E, 67.00 feet; thence,
- 3rd N 04° 12' 48" E, 3.85 feet to an angle point in the northerly boundary of said Lot 157; thence,
- 4th along said northerly boundary S 84° 00' 29" W, 68.30 feet to an angle point in said northerly boundary; thence,
- 5th continuing along said northerly boundary S 50° 26' 03" W, 24.94 feet to an angle point in said boundary; thence,
- 6th along the westerly boundary of said Lot 157 S 07° 28' 57" W, 6.11 feet to the point of beginning.

Containing an area of 326 square feet, more or less.

This conveyance is made for the purpose of a highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property in and to said highway over and across the line described as follows:

Commencing at the most westerly corner of said Lot 157, thence along the westerly line of said Lot 157 N 07° 28' 57" E, 4.90 feet to the true point of beginning; thence,

- 1st N 47° 55' 24" E, 28.24 feet; thence,
- 2nd N 84° 36' 01" E, 67.00 feet; thence,
- 3rd N 04° 12' 48" E, 3.85 feet to an angle point in the northerly boundary of said Lot 157, said point being the point of terminus.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

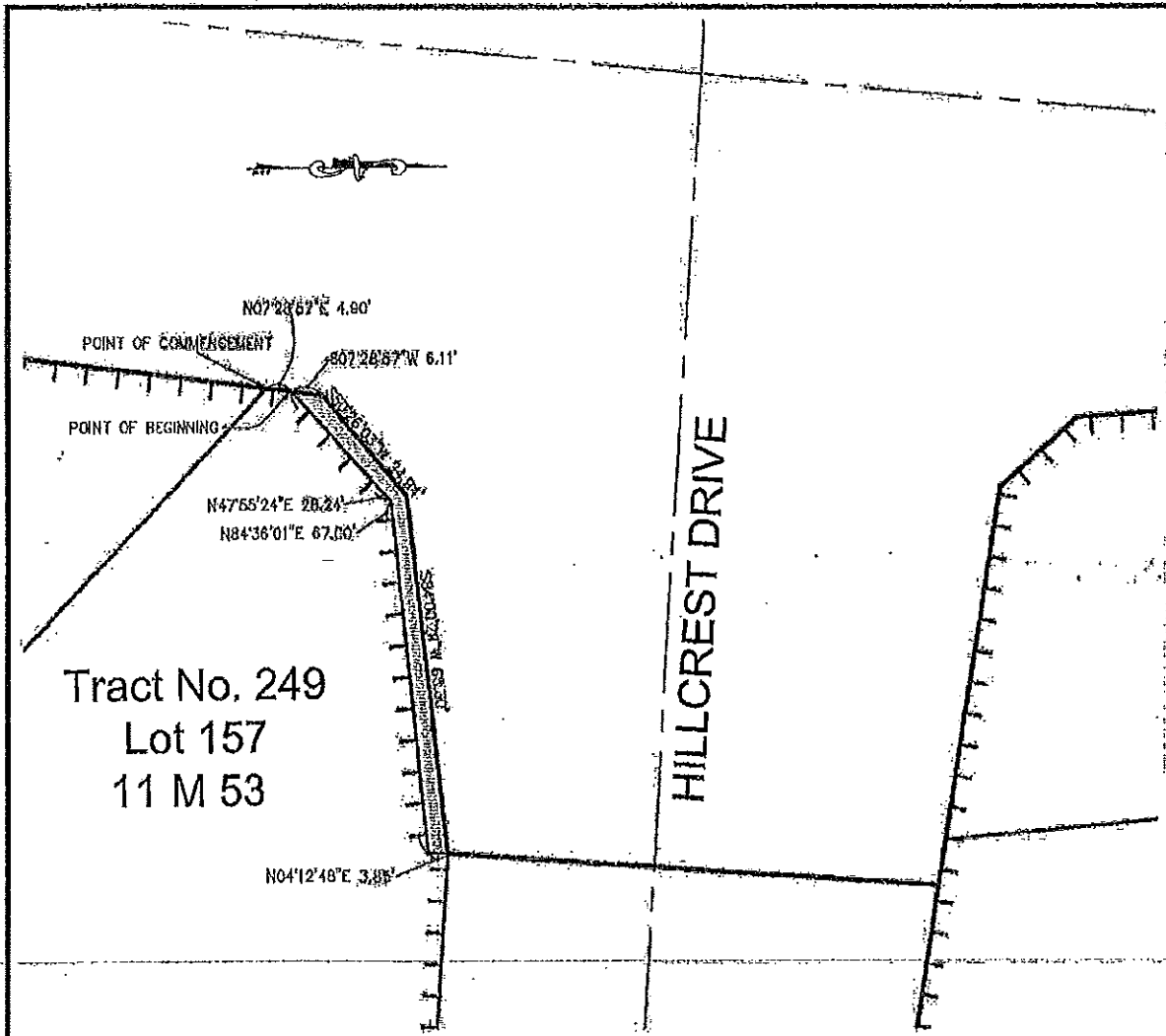
Signature:


Mark E. Reinhardt, PLS

Date:

July 23, 2014





Tract No. 249
 Lot 157
 11 M 53

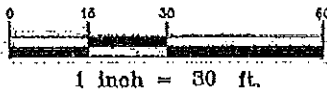


EXHIBIT "B"
 DIAGRAM SHOWING THE SHADED AREA
 AS THE PORTION OF LAND DESCRIBED
 IN ATTACHED LEGAL DESCRIPTION (EXHIBIT "A")

MINS
 ENGINEERS INC
 201 N. Cole Street, Suite 200
 Santa Barbara, CA 93103
 805.892.6921 Phone

ENGINEERING
 SURVEYING
 CONSTRUCTION MANAGEMENT

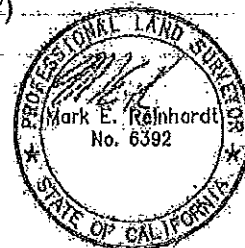


Exhibit A
(Legal Description)

Lot 157 Easement Parcel:

A portion of land in the City of Hollister, County of San Benito, State of California, being a portion of Lot 157 of Tract 249 California Sunset according to the map recorded April 9, 1993 in Book 11, Page 53 of Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

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- 1st N 47° 55' 24" E, 28.24 feet; thence,
- 2nd N 84° 36' 01" E, 67.00 feet; thence,
- 3rd S 04° 12' 48" W, 1.52 feet; thence,
- 4th S 84° 36' 01" W, 66.25 feet; thence,
- 5th S 47° 55' 24" W, 29.51 feet to a point in the westerly boundary of said Lot 157; thence,
- 6th along said westerly boundary N 07° 28' 57" E, 2.31 feet to the point of beginning.

Containing an area of 144 square feet, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 
Mark E. Reinhardt, PLS

Date: Oct 9, 2013



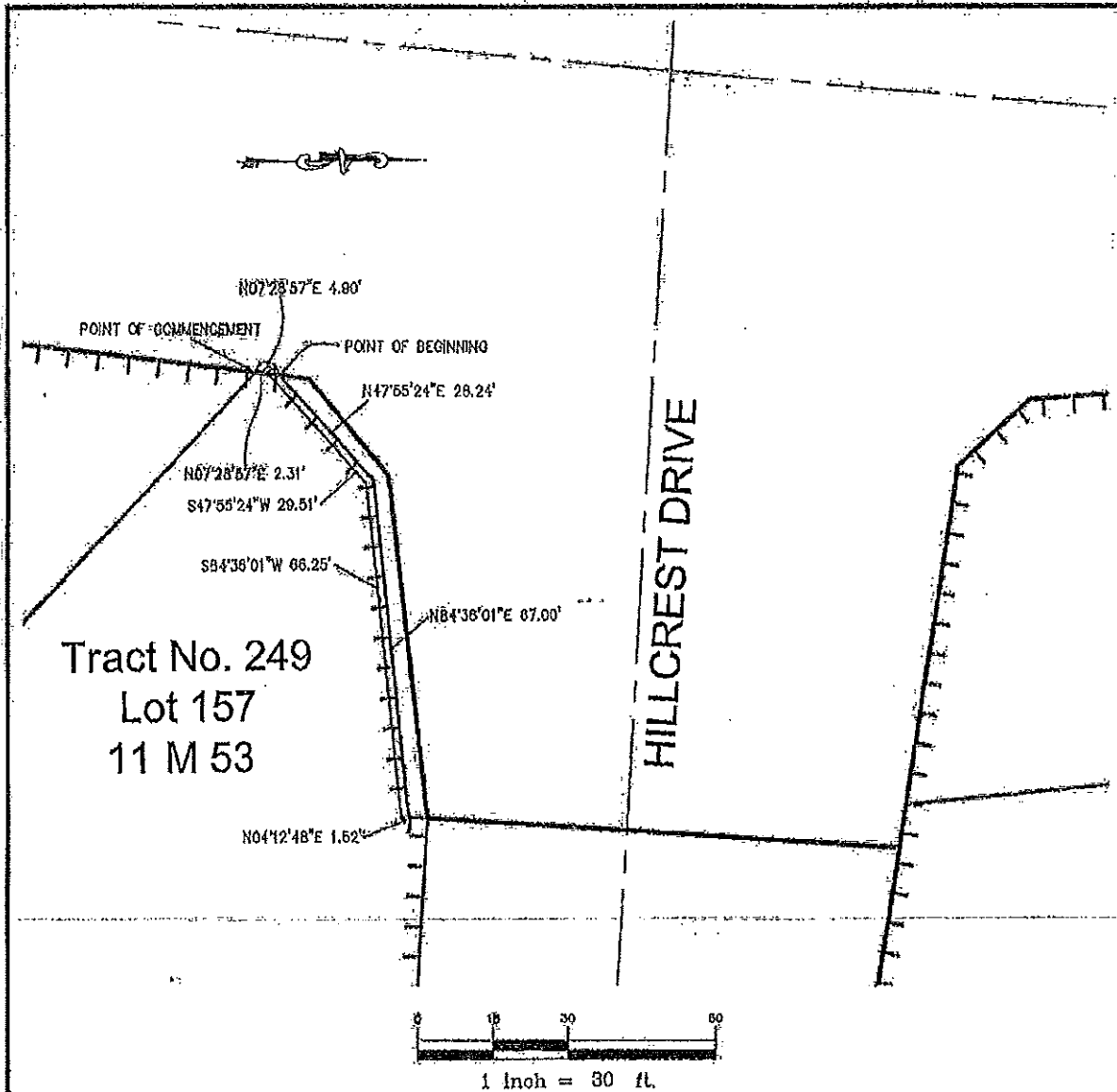
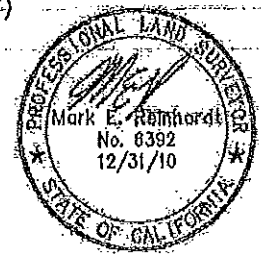


EXHIBIT "B"
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MINS
 ENGINEERS INC
 201 K Park Coast Center, Ste 110
 Santa Barbara, CA 93103
 805.692.6921 Phone

ENGINEERING
 SURVEYING
 CONSTRUCTION MANAGEMENT



ATTACHMENT 2

RECORDING REQUESTED BY:
Council of San Benito County Governments
EXEMPT FROM RECORDING FEES
[Government Code section 27383]
EXEMPT FROM DOCUMENTARY TRANSFER TAX
[Revenue and Taxation Code section 11922]

WHEN RECORDED MAIL TO:
Council of San Benito County Governments
330 Tres Pinos Rd. Ste. C-7
Hollister, CA. 95023

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED AND GRANT OF EASEMENTS:
ROAD RIGHT-OF-WAY

Leslie Marie Clark, as Trustee, or Successor Trustee of the Leslie Marie Clark Trust, as Set Forth in that Declaration of Trust Dated October 5, 2007 ("Grantor(s)) hereby grant and convey to the a joint powers authority created under the joint exercise of powers provisions of California Government Code sections 6500 to 6522 ("COG"), for a valuable consideration, receipt of which is hereby acknowledged, *(check those of the following that apply)*

- {Grant deed}* certain real property located in the County of San Benito, State of California, described in Exhibit A, attached hereto, and depicted in Exhibit B, attached hereto, both of which exhibits are incorporated herein by this reference, containing 326 square feet, more or less, for road right-of-way purposes.
- {Permanent drainage easement grant}* a permanent easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in Exhibit A, attached hereto, and depicted in Exhibit B, attached hereto, both of which exhibits are incorporated herein by this reference, containing _____ acre(s), more or less, for the purpose of construction, maintenance, operation, inspection, repair and reconstruction of _ and all necessary appurtenances thereto ("drainage facilities"), excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor(s), County and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this easement.

- {Permanent slope easement grant}* a permanent easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in Exhibit A, attached hereto, and depicted in Exhibit B, attached hereto, both of which exhibits are incorporated herein by this reference, containing ____ acre(s), more or less, for road purposes to be used for construction and maintenance of slopes adjoining the road right-of-way, reserving unto the Grantor(s) and the Grantor(s) successors and assigns, the right to remove such slopes or portions thereof upon removing the necessity for maintaining such slopes or portions thereof or upon providing in place thereof other adequate lateral support, the design and construction of which shall be first approved by COG for the protection and support of said road, excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor(s), COG and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this easement.

- {Permanent access easement grant}* a permanent easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in Exhibit A-1, attached hereto, and depicted in Exhibit B-1, attached hereto, both of which exhibits are incorporated herein by this reference, containing 144 square feet, more or less, authorizing access for maintenance, repair and/or reconstruction of *(check those of the following that apply)*

- the adjoining road right-of-way and associated appurtenances,
 the drainage facilities and associated appurtenances,
 the slope adjoining the road right-of-way,
 the footing of the sound wall adjoining the road right-of-way

excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor(s), COG and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to

grant this easement.

- {*Permanent easement grant*} a permanent easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in Exhibit A, attached hereto, and depicted in Exhibit B, attached hereto, both of which exhibits are incorporated herein by this reference, containing _____ acre(s), more or less, for purposes of _____, excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor(s), COG and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this easement.

- {*Temporary easement grant(s)*} a temporary easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in Exhibit A, attached hereto, and depicted in Exhibit B, attached hereto, both of which exhibits are incorporated herein by this reference, containing _____ acre(s), more or less, authorizing access for purposes of construction, maintenance, inspection, repair and reconstruction of _____ and all necessary appurtenances thereto ("facilities") in, under, along, upon, across and/or within the adjoining road right-of-way, during the _____ project, excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

This Temporary Construction Easement shall be for a period of _____ month(s)/year(s) from the date the contractor begins construction for the _____ project, beginning no sooner than the date when the COG awards the construction contract, and shall terminate upon completion of the project or _____ month(s)/year(s) from the contract award, whichever is earlier.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this Temporary Construction Easement shall be binding upon and shall inure to the benefit of Grantor(s), COG and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property, until terminated as provided herein.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this Temporary Construction Easement.

{Temporary easement grant(s)} a temporary easement in, under, along, upon and across certain real property located in the County of San Benito, State of California, described in Exhibit A, attached hereto, and depicted in Exhibit B, attached hereto, both of which exhibits are incorporated herein by this reference, containing _____ acre(s), more or less, authorizing access for purposes of construction, maintenance, inspection, repair and reconstruction of _____ and all necessary appurtenances thereto ("facilities"), during the _____ project, excepting and reserving the right, to be exercised by the Grantor(s) and by any others who have obtained permission or authority from the Grantor(s) to do so, consistent with the rights herein granted, to use the subject premises.

This Temporary Construction Easement shall be for a period of _____ month(s)/year(s) from the date the contractor begins construction for the _____ project, beginning no sooner than the date when the County awards the construction contract, and shall terminate upon completion of the project or _____ month(s)/year(s) from the contract award, whichever is earlier.

The terms, covenants, conditions, exceptions, obligations and reservations contained in this Temporary Construction Easement shall be binding upon and shall inure to the benefit of Grantor(s), COG and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property, until terminated as provided herein.

The Grantor(s) warrant(s) and represent that he/she/they is/are the owner(s) in fee simple of the subject property and that he/she/they has/have the exclusive right to grant this Temporary Construction Easement.

The rights and duties of the Grantor(s) and of the COG are further defined in the right-of-way agreement between the parties, which was executed on _____, 2014 and recorded herewith.

Signed this 29 day of July, 2014.

GRANTOR(S):

Leslie Marie Clark

Name/Title: Leslie Marie Clark, as Trustee,

or Successor Trustee of the Leslie Marie Clark Trust,

as Set Forth in that Declaration of Trust Dated October 5, 2007

Address:

770 Emerald Street Blvd
San Juan Bautista, CA 95061

Exhibit A
(Legal Description)

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A portion of land in the City of Hollister, County of San Benito, State of California, being a portion of Lot 157 of Tract 249 California Sunset according to the map recorded April 9, 1993 in Book 11, Page 53 of Maps, in the Office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the most westerly corner of said Lot 157, thence along the westerly line of said Lot 157 N 07° 28' 57" E, 4.90 feet to the true point of beginning; thence,

- 1st N 47° 55' 24" E, 28.24 feet; thence,
- 2nd N 84° 36' 01" E, 67.00 feet; thence,
- 3rd N 04° 12' 48" E, 3.85 feet to an angle point in the northerly boundary of said Lot 157; thence,
- 4th along said northerly boundary S 84° 00' 29" W, 68.30 feet to an angle point in said northerly boundary; thence,
- 5th continuing along said northerly boundary S 50° 26' 03" W, 24.94 feet to an angle point in said boundary; thence,
- 6th along the westerly boundary of said Lot 157 S 07° 28' 57" W, 6.11 feet to the point of beginning.

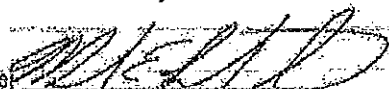
Containing an area of 326 square feet, more or less.

This conveyance is made for the purpose of a highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property in and to said highway over and across the line described as follows:

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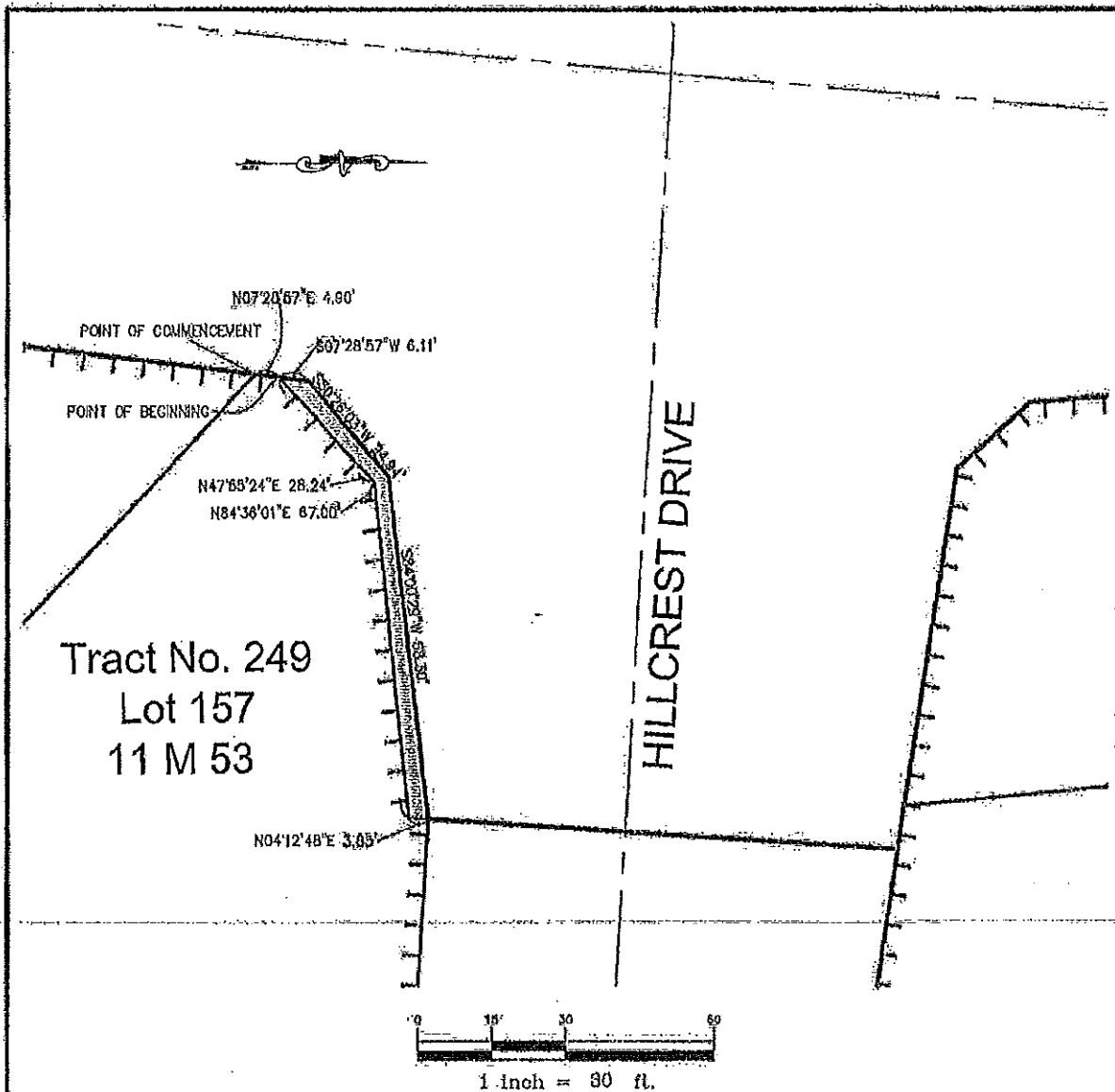
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- 3rd N 04° 12' 48" E, 3.83 feet to an angle point in the northerly boundary of said Lot 157, said point being the point of terminus.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 
Mark E. Reinhardt, PLS

Date: 06/03/2013





Tract No. 249
 Lot 157
 11 M 53

HILLCREST DRIVE

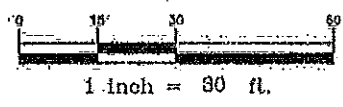


EXHIBIT "B"
 DIAGRAM SHOWING THE SHADED AREA
 AS THE PORTION OF LAND DESCRIBED
 IN ATTACHED LEGAL DESCRIPTION (EXHIBIT "A")

MINS
 ENGINEERS INC
 2611 N. El Camino Center, Ste 300
 Santa Barbara, CA 93103
 805.692.8821 Phone

ENGINEERING
 SURVEYING
 CONSTRUCTION MANAGEMENT



Exhibit A
(Legal Description)

Lot 157 Easement Parcel:

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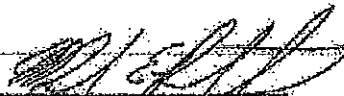
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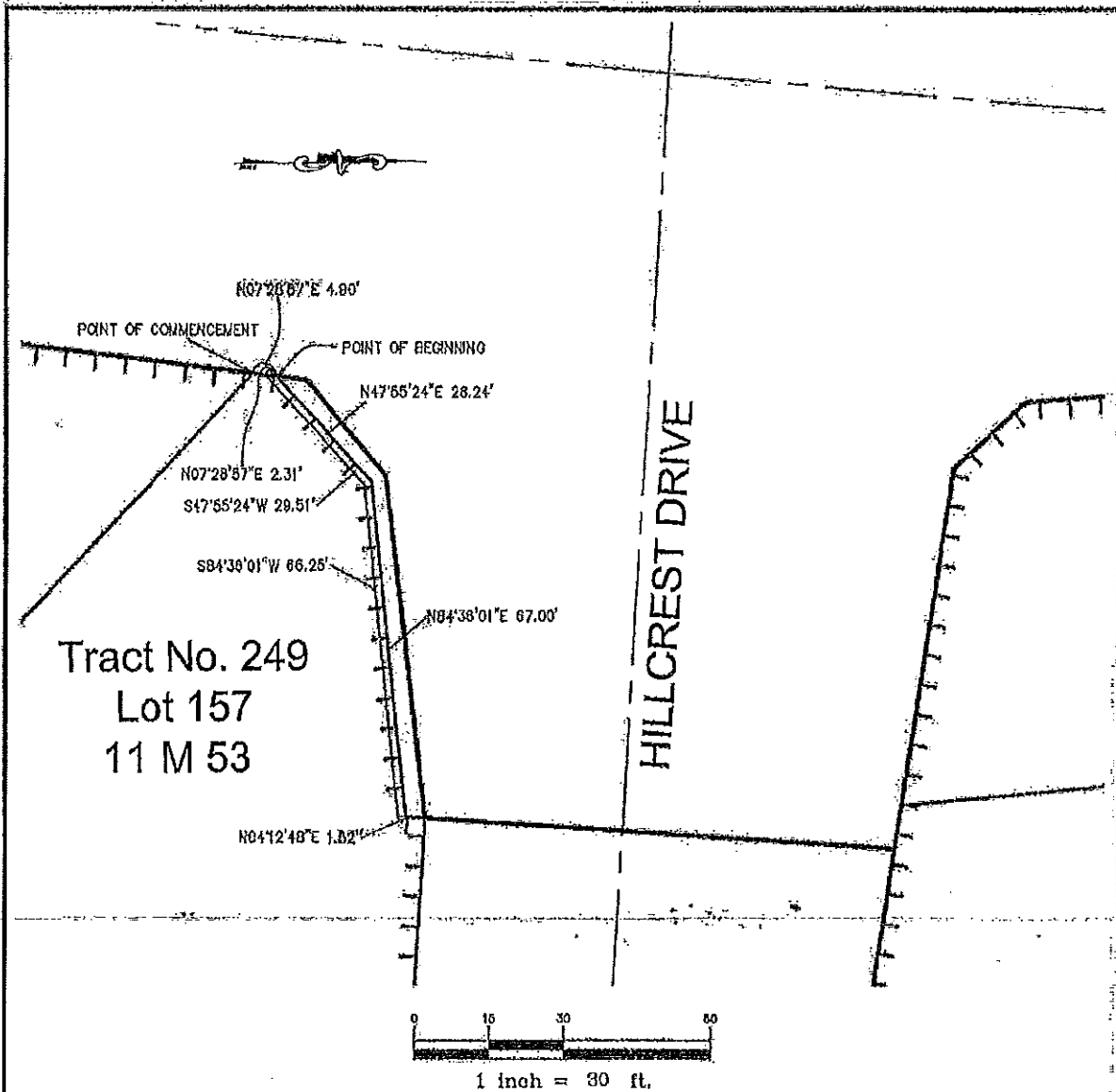
Containing an area of 144 square feet, more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 
Mark E. Reinhardt, PLS

Date: Oct. 9, 2013





Tract No. 249
 Lot 157
 11 M 53

HILLCREST DRIVE

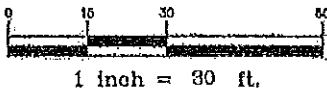
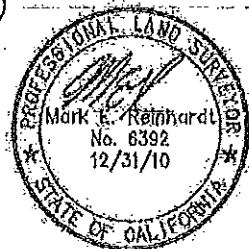


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 201 N. Coast Center, Ste 202
 Santa Barbara, CA 93103
 805.692.6621 Phone

ENGINEERING
 SURVEYING
 CONSTRUCTION MANAGEMENT



TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT
CIVIL PRACTICE & REMEDIES CODE § 121.007

The State of Texas }
County of Collin }

Before me, Justin Priola, Notary Public
Name and Character of
Notarizing Officer, e.g.,
"John Smith, Notary Public"

on this day personally appeared
Leslie Clark
Name of Signer

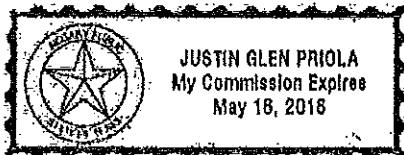
- known to me
 proved to me on the oath of

Name of Credible Witness
I proved to me through Driver's
License
Description of Identity Card or Document

to be the person whose name is subscribed to
the foregoing instrument and acknowledged
to me that he/she executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this
29 day of July, 2014
Day Month Year

[Signature]
Signature of Notarizing Officer



Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Right-of-Way Agreement / Grant Deed & Grant of Easements
Document Date: _____ Number of Pages: 21
Signer(s) Other Than Named Above: _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by

- the deed or grant
- the permanent easement grant(s)
- the temporary easement grant(s)

dated July 29, 2014 from Leslie Marie Clark, as Trustee, or Successor Trustee of the Leslie Marie Clark Trust, as Set Forth in that Declaration of Trust Dated October 5, 2007, Grantor(s), to the Council of San Benito County Governments, a joint powers authority created under the joint exercise of powers provisions of California Government Code sections 6500 to 6522, is hereby accepted by order of the Council of San Benito County Governments on August 21, 2014, pursuant to authority conferred by resolution of the board of directors, Resolution No. 2014-10 adopted on August 21, 2014, and the grantee consents to recordation thereof by its duly authorized officer.

ACCEPTED:

Council of San Benito County Governments

By: _____

Victor Gomez, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Date: Aug. 15, 2014



Staff Report

To: Council of San Benito County Governments
From: Mary Gilbert, Interim Executive Director Telephone: (831) 637-7665
Date: August 21, 2014
Subject: Transportation Planning Grant for Complete Streets

Recommendation:

RECEIVE Update on the City of Hollister Complete Streets Corridor Improvement Plan.

Summary:

The City of Hollister is coordinating with the Council of Governments on developing a comprehensive Complete Streets study for specific corridors in the City of Hollister.

Financial Considerations:

The City of Hollister was awarded a \$150,000 Environmental Justice grant from Caltrans for the preparation of a Complete Streets Plan. A 10 percent local match will be provided through City of Hollister staff time. COG staff time spent working on the study will be credited toward the in-kind match for the grant.

Background:

The California Department of Transportation (Caltrans), Division of Transportation Planning, recently awarded a Transportation Planning Grant to the City of Hollister. The grant efforts have included working closely with the Hollister and San Benito High School Districts and engaging merchants, property owners, and residents in the project area to identify improvements.

Staff Analysis:

The City of Hollister in partnership with the San Benito County Council of Governments was awarded an Environmental Justice Transportation Planning Grant for \$150,900 from Caltrans in 2012. The grant funds preparation of a complete streets planning effort on the section of Nash/Tres Pinos/Sunnyslope Road between Homestead Avenue and Memorial Drive and McCray Street between Hillcrest Road and Tres Pinos Road. The term 'complete streets' reflects a newer national trend to ensure that public roads are designed and operated to function for all users including roadway users, pedestrians of all ages and abilities, bicyclists and public transit riders.

The City of Hollister retained Nelson Nygaard and Associates to prepare the plan. The grant proposal scope of work called for three stakeholder subgroup meetings and three community workshops. The City also contracted with the Youth Alliance to conduct a bi-lingual door-to-door survey at apartments and households on the corridors to solicit input from community members that may not be familiar or comfortable with participation in a community workshop. The three community workshops were held at the Rancho San Justo Gym in September, November and March to help formulate the plan. A walking audit was conducted as part of the first community workshop. A stakeholder subgroup was formulated with residents, school communities and business/property owners on the corridors. Additional focused subgroup meetings were held for commercial interests in November and McCray Street in December and March.

After review of the draft plan, a final plan will be prepared for adoption by the City of Hollister City Council. Staff will provide a presentation of some of the concepts in the plan to the Board at its August 21st meeting.

Executive Director Review: _____

Counsel Review: N/A



Staff Report

To: Council of San Benito County Governments
 From: Mary Gilbert, Interim Executive Director
 Date: August 21, 2014
Subject: Traffic Impact Mitigation Fee Study Update

Recommendation:

APPROVE Contract with Kimley-Horn Associates, Inc. for the San Benito County Traffic Impact Mitigation Fee Study Update

Summary:

The Council of Governments has prepared a traffic impact fee study for the City of Hollister and San Benito County since the mid-1990s, on a 4-5 year update schedule. The last comprehensive update was completed in 2011. Given new conditions in 2014, the study is in need of an update. Staff will pursue a contract with a consultant to complete the work.

Financial Considerations:

The budget for the contract is \$83,560. Traditionally, the study update has been paid for with impact fees collected by the City of Hollister and San Benito County. In the past, the City of San Juan Bautista has not participated in the funding and development of the study.

Background:

Traffic impact mitigation fees are collected from retail, commercial, industrial, and residential developers as a requirement for a building permit. The primary objective of the program is to ensure that new development pays its fair share of the transportation costs associated with growth. Authority to impose fees is granted in the *Mitigation Fee Act* contained in California Government Code Sections 66000 *et. seq.* The fee study provides necessary findings required by the *Act* for adoption of the fees.

Staff Analysis:

At the June COG Board meeting, there was discussion among the Board to consider negotiating a contract with an On-Call Consultant from COG's approved list of qualified on-call consulting firms to complete this type of work. At the direction of the Board, COG staff solicited cost, schedule, and staffing proposals from the firms on the list to complete a scope of work for the fee program update. Staff received proposals from three firms: Kimley Horn Associates, Inc., Wood Rodgers, and TJKM Transportation Consultants. Review of the proposals resulted in a preference for the

services of Kimley Horn Associates, Inc. Staff has negotiated a contract with the firm for the Board's approval (Attachment 1).

At the May COG meeting, the Board expressed concern regarding timing of the update and the San Benito County General Plan Update currently in progress. The County General Plan is being updated and new information included in the update may affect the assumptions and conclusions in the Nexus Study. County planning staff has indicated that the General Plan is scheduled to be before the Board of Supervisors for adoption in approximately six months. Because administrative and draft documents will likely be available sooner than that, staff feels it is reasonable to initiate the Nexus Study update now and use drafts for development prior to the General Plan's adoption. Kimley-Horn Associates, Inc. recognized the importance of coordinating with the County's General Plan update in its proposed schedule of work.

The contract schedule indicates completion in June 2015. The update will require participation of staff from engineering and planning at each jurisdiction, as well as COG, through a technical working group.

As part of the fee study update, staff will bring regular reports to the Board on its development and will ensure that the COG Board has the opportunity to vote on key decisions including the project list.

Executive Director Review: _____

Counsel Review: N/A

Supporting Attachment: Contract Between COG and Kimley-Horn Associates, Inc.

C O N T R A C T

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and Kimley-Horn and Associates, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on August 21, 2014, and end on June 30, 2014, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COG's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COG shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 (THIRTY) Days.

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COG :

Name: Mary Gilbert

Title: Interim Executive Director

Address: 330 Tres Pinos Road, Suite C-7

Hollister, California 95023

Telephone No.: 831-637-7665

Fax No.: 831-636-4160

Contract Administrator for CONTRACTOR:

Name: Adam Dankberg, PE

Title: Project Manager

Address: 100 West San Fernando St.

San Jose, CA 95113

Telephone No.: 669-800-4130

Fax No.: _____

SIGNATURES

APPROVED BY COG:

Name: Victor Gomez

Chair, COG

Date: _____

APPROVED BY CONTRACTOR:

Name: _____

Title: _____

Tax I.D. or Social Security No.:

Date: _____

**APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE**

By: Shirley L. Murphy, Deputy County Counsel

Date: _____

ATTACHMENT A Scope of Services

San Benito Countywide Transportation Impact Mitigation Fee Nexus Study

Task 1: Confirm Study Area

CONTRACTOR will review background documentation, traffic analyses, and traffic data provided by Council of San Benito County Governments (SBCOG) staff, including the Draft Regional Transportation Plan, the Draft County General Plan Update and the City of Hollister General Plan. Based on this review, CONTRACTOR will work with SBCOG staff to identify the fee program study area.

The study area is assumed to consist of up to seventeen (17) state highway roadway segments, twenty (20) local roadway segments, and fifteen (15) intersections. All traffic data is assumed to be provided by SBCOG and no new counts are included in this scope. It is assumed that PM peak hour volumes will be provided for state highway facilities within the study area, average daily traffic (ADT) roadway segment volumes will be provided for local roadways within the study area, and AM and PM peak hour turning movement volumes will be provided for intersections within the study area.

Deliverable: Proposed study area facility maps – pdf format only.

Task 2: Confirm Benefit Zones

CONTRACTOR will work with SBCOG staff to determine the benefit zone structure for the fee program. The benefit zone structure is assumed to align with TAZ boundaries and be generally consistent with supervisorial districts, city limits, or current traffic impact fee zone boundaries. Agreement upon one benefit zone structure is assumed for the analyses contained in subsequent tasks of this scope.

Deliverable: Proposed benefit zone map – pdf format only. GIS shapefile containing the proposed benefit zone boundaries.

Task 3: Regional Travel Demand Model Analysis

Task 3.1: Review Methodology

CONTRACTOR will prepare a brief summary memorandum that documents the methodology to be utilized in the preparation of the nexus study. This memorandum will summarize the project process, include a summary of land use totals included in the model (Countywide and by benefit zone), funded future improvements to be incorporated into the baseline roadway network, and performance standards to be utilized in the deficiency analysis. One round of review and revisions based on a single set of consolidated comments is assumed.

Deliverable: Summary memorandum transmitted electronically. A revised memorandum, if necessary.

Task 3.2: Baseline Horizon Year Model Forecast

The AMBAG regional travel demand model files will be provided to CONTRACTOR for use in this study. This scope includes forecast volume projection utilizing only one version of the AMBAG travel demand model. CONTRACTOR will develop a Baseline roadway network, which will add any recently constructed or fully funded and committed roadway projects with San Benito County to the Base Year network. This scope assumes up to twenty (20) hours of effort to prepare the Baseline transportation network. CONTRACTOR will perform two model runs. Model run #1 will consist of the Base Year roadway network with the off-the-shelf Base Year land use. Model run #2 will consist of the Baseline network prepared as part of this task with the agreed-upon Horizon Year land use forecast. Only one Horizon Year land use scenario is assumed as part of this task. It is assumed that once baseline forecasts are prepared as part of this task, no further model runs of the baseline network will be required.

CONTRACTOR will project volumes at the study roadways and intersections for Horizon Year conditions based on the AM peak period, PM peak period and daily model outputs. Model volumes will be calibrated using existing count volumes obtained in Task 1. PM peak hour volumes will be calculated for state highway facilities within the study area, daily roadway segment volumes will be calculated for local roadways within the study area, and AM and PM peak hour turning movement volumes will be calculated for intersections within the study area.

Task 3.3: Conduct Deficiency Analysis

Based on data collected in Tasks 1 and developed in Task 3, CONTRACTOR will conduct a Baseline existing conditions and Horizon Year deficiency analysis on the study area roadways and intersections. Where appropriate, CONTRACTOR may rely on previously conducted analyses. Intersection analyses will be conducted for the AM and PM peak hours using Traffix. Roadway segment analyses for state highway facilities within the study area will be conducted using the HCS software, based on the 2010 Highway Capacity Manual methodology and relying on the roadway classification and characteristics analyzed in the San Benito County General Plan Update Draft EIR, and in the City of Hollister General Plan. Roadway segment volumes for local roadway facilities within the study area will be compared against San Benito County established ADT thresholds. The deficiency analysis will identify locations that are not meeting a standard of Level of Service C and D on County roads, Level of Service C on City streets, and Level of Service on the cusp of C/D for State highways.

A table showing roadway deficiencies on the Existing and Horizon Year Baseline networks will be prepared.

Deliverable: Deficiency analysis summary tables and maps of deficient locations – pdf format only.

Task 4: Formulate Draft Project List

Task 4.1: Identify Project List

Based on the deficiencies identified in Task 3, and relying on the list of projects included in the 2035 San Benito County General Plan, the 2035 Regional Transportation Plan, the City of Hollister General Plan, the San Benito County Bikeway and Pedestrian Master Plan, other applicable, adopted planning documents, and various adopted Capital Improvement Programs, a list of proposed projects to be included in the fee program will be prepared. CONTRACTOR will work closely with SBCOG staff to identify the projects that should be included in the fee program.

Cost estimates for the fee program projects will be entirely provided by SBCOG and preparation of cost estimates are not included in this scope.

Deliverable: List and map of proposed fee program projects – pdf format only.

Task 4.2: With Improvements Analysis

Each project included in the fee program will be incorporated into the Baseline roadway network within the AMBAG model utilized in Task 3 to create the Improved roadway network. Using this Improved roadway network, the model will be run to determine traffic volumes with Base Year and Horizon Year land uses on the study area roadway network with the fee program projects. Calibrated traffic volumes will be utilized to perform a Horizon Year Improved conditions analysis of any improved study area roadways and intersections using a methodology consistent with Task 3. The scope includes only one model run of the Improved network for each of Base Year and Horizon Year land uses. Iterations of projects and Improved alternatives would be considered an additional service.

Deliverable: Table indicating level of service on deficient segments with and without fee program projects, technical memorandum on project prioritization criteria and project prioritization – pdf format only.

Task 4.3: Project Prioritization

In conjunction with the COG and participating agencies, CONTRACTOR will develop project prioritization criteria. One round of revision to this criteria is assumed as part of this task. Based on this criteria, projects will be prioritized as high, medium and low priority.

Deliverable: Technical memorandum on project prioritization criteria and project prioritization – pdf format only.

Task 4.4: Address Existing Deficiencies

For existing deficiencies, the share of traffic associated with future development will be calculated by identifying the proportional change in volumes on each segment between Base

Year and Horizon Year with Improved network forecasts. The proportional cost of existing deficiencies will not be applied to impact fees assessed to future development.

Deliverable: Table indicating proportion of trips associated with future development for any existing deficiencies that are improved by fee program projects – pdf format only.

Task 5: Select Link Analysis

For each project identified to be included in the fee program, CONTRACTOR will conduct two “select link” analyses to identify the origin and destination of each trip traversing a segment incorporated in an improvement project. One select link analysis will utilize the Improved network with Base Year land uses and the other will utilize the Improved network with Horizon Year land uses.

The trips will be categorized using the benefit zone structure determined in Task 2. This task assumes analysis of only one benefit zone structure.

For each select link analysis, CONTRACTOR will compute the proportion of trip ends associated with each of the benefit zones, as well as from outside of the County. The result of this task will be a consolidated matrix of trips showing the trip interchange between zones and with external locations. The proportion of project cost associated with each benefit zone and with external trips, exclusive of the portion associated with existing deficiencies, will be tabulated and summed. One round of revisions to the calculation methodology used in the trip matrix is assumed in this scope.

Deliverable: Matrix indicating proportion of change in trips associated with each benefit zone and external travel for each improvement project – pdf format only.

Task 6: Regional/Local Fee Calculation

CONTRACTOR will rely on the methodology utilized in the 2010 Transportation Impact Mitigation Fee Study (TIMF), including Appendix A: Retail Spending and Sales Analysis to calculate travel demand by land use category. Land uses quantities in that previous analysis will be updated to the land use assumptions utilized for Tasks 3 through 5. The calculation methodology, trip demand factors, and retail shift will match those used in the 2010 TIMF.

Using that previous methodology, trip ends by land use type will be tabulated for each benefit zone. The total project cost assigned to benefit zone, calculated in Task 5, will be distributed by land use. The proportionate share by land use will then be divided by the total trips generated by each land use category for that zone to determine a cost per trip for each land use. An administrative fee will be added to the cost per trip, and the trip rates will be converted to rates per applicable unit of land use.

A table indicating the fees by land use type and benefit zone will be prepared.

CONTRACTOR will research traffic impact fees currently being imposed on development in nearby communities and counties of similar size and demographics that have instituted traffic impact fees. CONTRACTOR will prepare a comparison table for discussion with SBCOG staff.

This scope assumes up to one revision to the fee calculations, although no new modeling or deficiency analysis, in response to comments received from SBCOG or stakeholders.

Deliverable: Proposed fee by land use tables – pdf format only.

Task 7: Committee & Stakeholder Workshops

CONTRACTOR'S project manager will prepare for, and attend, up to four meetings with an advisory stakeholder group selected for review of this project. It is assumed that SBCOG staff will arrange the meeting location and be responsible for inviting participants and sending meeting notices.

CONTRACTOR'S project manager will prepare for, and attend, up to two meetings with the development community. It is assumed that SBCOG staff will arrange the meeting location and be responsible for inviting participants and sending meeting notices.

CONTRACTOR'S project manager will prepare for, and attend, up to five public presentation meetings of the fee program, potentially including Council of Governments, City and County Planning Commissions, City Council, and/or Board of Supervisors meetings.

Task 8: Team Meetings and Project Management

CONTRACTOR'S project manager or technical task manager(s) will attend up to five in-person meetings with SBCOG staff. These meetings are anticipated to occur at project kick-off, completion of the deficiency analysis, identification of the fee program projects, calculation of the fee, and preparation of the draft report. Additional teleconference meetings may occur as needed.

CONTRACTOR will coordinate with SBCOG on the preparation of any environmental documentation and update to the fee program ordinances. Up to five (5) hours of coordination are included in this scope.

Task 9: Nexus Study Report

Prepare Administrative Draft Report

CONTRACTOR will document the analysis and results of Tasks 1 through 8 in an Administrative Draft Traffic Impact Mitigation Fee Nexus Study report, with much of the technical background information to be included in an appendix. The Nexus Study will be compliant with the requirements of California Government Code Section 66001. CONTRACTOR will submit the Administrative Draft to SBCOG staff for review and comment.

Deliverable: Administrative Draft Report – one hard copy, with appendices, and one electronic copy in pdf format.

Prepare Draft and Final Reports

CONTRACTOR will prepare responses to one round of staff comments on the Administrative Draft report and prepare a public review Draft Traffic Impact Mitigation Fee Nexus Study report.

Deliverable: Draft Report – one hard copy, with appendices, and one electronic copy in pdf format.

It is anticipated that the draft report would be presented to project stakeholders and the public, as well as the Council of Governments, City and County Planning Commissions Planning Commissions, City Council, and County Board of Supervisors. CONTRACTOR will respond to up to one round of non-conflicting, consolidated comments on the Draft Report and prepare a Final Traffic Impact Mitigation Fee Nexus Study report.

Deliverable: Final Report – three hard copies, with appendices, and one electronic copy in pdf format.

END OF ATTACHMENT A.

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNCIL OF GOVERNMENTS to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNCIL OF GOVERNMENTS shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ 83,560.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

CONTRACTOR shall invoice COG monthly by task based on the hourly rates and task allocations set forth in Exhibit B-1. Exhibit B-1 is made a part of this contract.

END OF ATTACHMENT B.



San Benito County Traffic Impact Mitigation Fee Nexus Study - Hours and Cost Breakdown by Task

Kimley-Horn Classification Role	P5 Project Manager \$165.00	P5 Modeling \$160.00	P4 Analysis/ Fee Calcs \$140.00	P3 Analysis/ Mapping \$120.00	P2 Deficiency Analysis \$110.00	P7 QC/QA \$225.00	Admin/ Support \$95.00	Total Kimley- Horn Labor Cost	Project Expenses	Total Cost
1 Confirm Study Area	5		5					\$1,525		\$1,525
2 Confirm Benefit Zones	2			6				\$1,050		\$1,050
3 Regional Travel Demand Model Analysis	13	40	12	45	15	3		\$17,950		\$17,950
<i>3.1 Review Methodology</i>	3		7			2		\$1,925		\$1,925
<i>3.2 Baseline Horizon Year Model Forecast</i>	5	40		15				\$9,025		\$9,025
<i>3.3 Conduct Deficiency Analysis</i>	5		5	30	15	1		\$7,000		\$7,000
4 Formulate Draft Project List	19	25	30	10	25	2		\$15,735		\$15,735
<i>4.1 Identify Project List</i>	6		10		5	1		\$3,165		\$3,165
<i>4.2 With Improvements Analysis</i>	5	25	5	10	20			\$8,925		\$8,925
<i>4.3 Project Prioritization</i>	5		10					\$2,225		\$2,225
<i>4.4 Address Existing Deficiencies</i>	3		5			1		\$1,420		\$1,420
5 Select Link Analysis	5	20	15					\$6,125		\$6,125
6 Regional/Local Fee Calculation	10		12		5	3		\$4,555		\$4,555
7 Committee & Stakeholder Workshops	70		15				4	\$14,030	\$800	\$14,830
8 Team Meetings and Project Management	30		10			2	4	\$8,140	\$400	\$8,540
9 Documentation	15		60	6		3	4	\$12,650	\$600	\$13,250
Total Kimley-Horn Labor Hours	169	85	159	67	45	13	12	\$81,760	\$1,800	\$83,560
Total Kimley-Horn Labor	\$27,885	\$13,600	\$22,260	\$8,040	\$4,950	\$2,925	\$1,140	\$83,560	\$1,800	\$85,360
TOTAL										

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COG each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COG, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COG shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming COG and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of

CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COG, CONTRACTOR shall file certificates of insurance with COG, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COG as the insurance required herein. CONTRACTOR further agrees to notify COG in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COG or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable

advance notice given by COG, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if COG notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COG, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COG is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COG and not officers or employees of COG. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COG. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COG that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COG in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COG, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COG shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the

contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COG's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent

legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COG shall have the right to deduct from any payments specified in Attachment B any amount owed to COG by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COG exercises the right to reduce the consideration specified in Attachment B, COG, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.



Staff Report

To: Council of San Benito County Governments
 From: Mary Gilbert, Interim Executive Director
 Date: August 21, 2014
Subject: Highway 25 Widening Project

Recommendation:

DISCUSS Highway 25 Widening Project and **PROVIDE DIRECTION** to Staff.

Summary:

This is a continuing item on the Council of Governments agenda. In recent months, COG has discussed the Highway 25 4-Lane Widening project cost, scope, and schedule. COG has also received several comments from the public and other groups regarding the importance of moving the project forward and identifying funding for construction.

Financial Impact:

There are several financial impacts regarding the Highway 25 Widening Project and Route Adoption. COG staff time spent on this project is paid through Planning, Programming, and Monitoring funds distributed by the State.

The initial development of the environmental document was paid with Federal Highway Administration and Valley Transportation Authority funding in the amount of \$6.8 million. COG recently committed \$365,000 of additional funding to conclude work associated with the environmental document and route adoption from monies in the Highway 25 Safety project account.

The most pressing financial challenge is paying for the Highway 25 Project right-of-way and construction phases. Caltrans has identified a cost of over \$60 million to complete Phase I from San Felipe Road to Hudner Lane. Alternative designs may cost less but were not considered as a part of CEQA and the public review process nor by the COG Board.

Both regional development impact fees and public investment must be made in order to pay for the project. New developments are not responsible for existing deficiencies (i.e. congestion) (Government Code 66000). The Council of Governments is initiating an update of the Traffic Impact Mitigation Fee Nexus Study and will analyze the Highway 25 Widening project for future funding in that effort. The 2011 Traffic Impact Mitigation Fee identified an existing deficiency on the Highway 25 Passing Lanes project of 52.6 percent. Based on Caltrans estimated project costs for Phase I, new development would be responsible for \$29 million. The remaining project cost, \$32 million must come from a public source.

As a part of updating the Traffic Mitigation Impact Fee study, COG staff and the consultant team will review these assumptions, projects and costs and provide that information to the Board.

The Council of Governments received a presentation on the outlook of transportation monies potentially available for this project at its May 2014 meeting including State Transportation Improvement Program, Regional Surface Transportation Program, and a potential sales tax measure.

Background:

The Council of Governments has reaffirmed its commitment to Highway 25 on several occasions by way of resolutions. The Highway 25 Widening project has been on the list of projects in the Regional Transportation Plan for many years. This support does not diminish simply because the funding is not available at this time.

As a result of the January 2014 COG Board action on the Highway 25 Widening project, there have been many discussions amongst COG staff, Caltrans, and FHWA. A COG ad-hoc committee, Caltrans, and Parsons Transportation Group also met to discuss an alternative design idea.

Staff Analysis:

In order to move this project forward, an extension to complete the environmental document must be obtained from the Federal Highway Administration. Staff requested the extension in June and is awaiting response from the FHWA.

As the environmental document is finalized, COG staff has committed to working with stakeholders to review the project scope and design and consider alternatives for funding the project. If additional funding can be identified, and the COG Board directs us to do so, COG staff will immediately take the necessary steps to amend the Regional Transportation Plan to change the project listing and move the project to the constrained list. Regional Transportation Plan amendments are permitted under California Transportation Commission guidelines. The Regional Transportation Guidelines include the following direction for amendments:

RTPs must be amended whenever a plan revision takes place such as the addition or deletion of a project or a major change in project scope, cost and schedule. Other potential triggers for an RTP Amendment could include changing programmed project phases or any major change in design concept or design scope (e.g. changing project termini or the number of through traffic lanes). Amendments require public review for possible comments, demonstration of fiscal constraint and conformity determination (for MPOs located in nonattainment and maintenance areas). (California Transportation Commission, 2010 Regional Transportation Plan Guidelines, p. 30)

On August 8, 2014, the San Benito County Board of Supervisors adopted a resolution in support of placing Highway 25 4-Lane Widening on the constrained, or fully funded, project list in the San Benito County 2014 Regional Transportation Plan (Attachment 1).

Initiating an amendment to the Regional Transportation Plan will require coordination with Caltrans and with the Association of Monterey Bay Area Governments, the region's Metropolitan Planning Organization. An amendment action will require that COG follow all Regional Transportation Plan guidelines, including the need to identify additional funding sources for the Highway 25 project in order to demonstrate fiscal constraint.

As the environmental document is finalized, COG will also have the opportunity to discuss and refine the project by way of considering alternative designs and explore funding options in addition to the Traffic Impact Mitigation Fee.

Staff will continue to update the Board on this project as it moves forward. The COG Board may provide staff with direction regarding the amendment request and other alternatives for the project.

Executive Director Review: _____

Counsel Review: N/A

Supporting Attachment(s):

1. San Benito County Resolution No. 2014-72

RESOLUTION NO. 2014-72

A RESOLUTION REQUESTING THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS TO AMEND THE 2014 SAN BENITO REGIONAL TRANSPORTATION PLAN TO RESTORE THE HIGHWAY 25 4-LANE WIDENING PROJECT TO THE CONSTRAINED PROJECT LIST AND TO COORDINATE WITH THE COUNTY'S GENERAL PLAN CONSULTANT ON THE UPDATE TO THE TRANSPORTATION IMPACT MITIGATION FEE

WHEREAS, the Highway 25 widening project (Project) has been on the Regional Transportation Plan's (RTP's) constrained project list since 1988, until it was moved to the unconstrained project list in 2014; and,

WHEREAS, the Board of Supervisors desires to have the Project restored to the constrained list; and,

WHEREAS, restoration of the Project to the constrained list means that it is eligible for state and federal funding, including funding for preliminary project design and eventual construction; and,

WHEREAS, maintaining the Project on the unconstrained list means that it is only eligible for funding from local sources such as the Transportation Impact Mitigation Fee (TIMF), sales tax measures, private funding, and other sources that the County could secure; and,

WHEREAS, the Project has been and continues to be an important part of the County's transportation planning infrastructure; and,

WHEREAS, the Project has been and continues to be included in the County's Transportation Element (1990); and,

WHEREAS, the County has required fair share funding of the Project to be an approved mitigation measure and condition of approval for certain recently approved development projects (e.g., the Santana Ranch Specific Plan); and,

WHEREAS, on May 6, 2014, the Board of Supervisors included the Project in the Circulation Element of its draft 2035 General Plan Update (GPU); and,

WHEREAS, the Project is necessary to support residential, commercial and industrial growth forecasted in the draft GPU; and,

WHEREAS, amending the RTP to include the Project on the constrained list is consistent with Government Code section 65080 which requires, "*[e]ach transportation planning agency [to] ... consider and incorporate, as appropriate, the transportation plans of cities, counties, districts, private organizations, and state and federal agencies;*" and,

WHEREAS, amending the RTP to include the Project on the constrained list is consistent with the California Transportation Commission's 2010 RTP Guidelines which state that, "*[i]t is very important that the RTP be consistent with other plans prepared by local, state, federal agencies... This consistency will ensure that no conflicts would impact future*

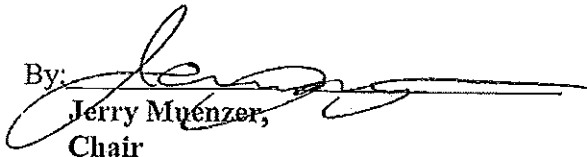
transportation projects. While preparing an updated RTP, MPOs/RTPAs should, as appropriate, incorporate or consult such local/regionally prepared documents as ... General Plans;" and,

WHEREAS, the Board of Supervisors desires to coordinate with the Council of Governments to update the 2011 TIMF based on the TIMF Nexus Study update to be prepared by the Council and its consultant to restore a local funding source for the Project.

NOW, THEREFORE BE IT RESOLVED that the San Benito County Board of Supervisors requests that the Council of San Benito County Governments promptly amend the June 2014 San Benito RTP to restore the widening of Highway 25 to four lanes from San Felipe Road to the County line as a project on the constrained list.

PASSED and ADOPTED by the San Benito County Board of Supervisors on this 5th day of August, 2014, by the following vote:

AYES: Supervisor(s) **MUENZER, DE LA CRUZ, RIVAS, BARRIOS**
NOES: Supervisor(s) **NONE**
ABSENT: Supervisor(s) **BOTELHO**
ABSTAIN: Supervisor(s) **NONE**

By: 
Jerry Muénzer,
Chair

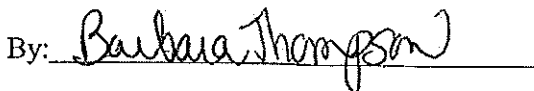
ATTEST:

Denise R. Thome,
Clerk of the Board

APPROVED AS TO LEGAL FORM:

Matthew Granger,
County Counsel

By: 

By: 

Date: 8/5/2014

Date: 7/29/14