

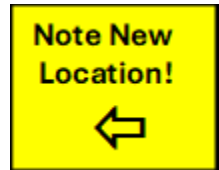


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# A G E N D A

**Wednesday, March 27, 2024  
10:45 a.m.**

**Placer County Planning Commission  
Hearing Room  
3091 County Center Drive  
Auburn, CA 95603**



## **PUBLIC PARTICIPATION PROCEDURES**

**PUBLIC PARTICIPATION INSTRUCTIONS:** This meeting will be conducted as an in-person meeting at the locations noted above. A remote teleconference Zoom address is listed for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only, and in the event that the Zoom connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access. By participating in this meeting, you acknowledge that you are being recorded.

Agendas, Supplemental Materials and Minutes of the Board of Directors are available on the internet at: <https://www.pctp.net/sprta-meetings>. Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at the Agency office located at 2260 Douglas Blvd., Suite 130, Roseville, California and will be made available to the public on the Agency website.

**Remote access:** <https://placer-ca-gov.zoom.us/j/96530798106>

**You can also dial in using your phone:** +1 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

**Webinar ID:** 965 3079 8106

- A. Flag Salute**
- B. Roll Call**
- C. Approval of Minutes: January 24, 2024**
- D. Agenda Review**  
*Matt Click, Executive Director*

**Action**  
Pg. 1

**Info**

- E. AB 2449** **Action**  
*Matt Click, Executive Director*
- If necessary, the Board will consider approval of any Directors' request to participate remotely and utilize a "just cause" or "emergency circumstance" exception for remote meeting participation pursuant to AB 2449 (Gov. Code 54953(f)).
- F. Public Comment**  
Persons may address the Board on items not on this agenda. Please limit comments to three (3) minutes.
- G. Consent Calendar** **Action**  
These items are expected to be routine and noncontroversial. They will be acted upon by the Board at one time without discussion. Any Board member, staff member, or interested citizen may request an item be removed from the consent calendar for discussion.
1. SPRTA Audited Transportation Development Act Compliance
  2. Amendment to Temporary Construction Easement for Interstate 80 Auxiliary Project (Jo Anne Lane, Roseville: APNs: 472-240-009 and 472-240-010) Pg. 5
- H. Approve First Amendment to the Amended and Restated Joint Exercise of Powers Agreement for SPRTA** **Action**  
*Rick Carter, Deputy Executive Director* Pg. 19
- Approve the First Amendment to the Amended and Restated JPA
  - Direct staff to submit the Amended JPA to the member agencies for approval and execution
- I. Executive Director's Report** **Info**
- J. Board Direction to Staff**
- K. Informational Items** **Info**
1. Status Report Pg. 54
  2. SPRTA TAC Minutes: February 13, 2024 Pg. 57
  3. SPRTA TAC Minutes: March 12, 2024 Pg. 59
  4. Statement of Net Position, December 2023  
Statement of Revenues, Expenditures, and Change in Net Position Under separate cover

**Next regularly scheduled SPRTA Board Meeting  
April 25, 2024**



## **ACTION MINUTES January 24, 2024**

A meeting of the South Placer Regional Transportation Authority Board convened on Wednesday, January 24, 2024, at approximately 12:15 PM at the Placer County Planning Commission Hearing Room, 3091 County Center Drive, Auburn, California.

### **BOARD IN**

**ATTENDANCE:** Ken Broadway,  
Bruce Houdesheldt, Chair  
Paul Joiner  
Suzanne Jones

**STAFF:** Matt Click  
Rick Carter  
Mike Costa  
Jodi LaCosse  
David Melko  
Cory Peterson  
Solvi Sabol

### **APPROVAL OF ACTION MINUTES: December 6, 2024**

Upon motion by Broadway and second by Jones, the October 18, 2023 meeting minutes were unanimously approved.

### **AGENDA REVIEW**

The December 6, 2023 SPRTA agenda as presented was accepted.

### **AB 2449**

Matt Click, informed the Board that all Board Members are present and there is no action necessary.

### **PUBLIC COMMENT**

No public comment.

### **PUBLIC HEARING: ADOPTION OF REGIONAL TRANSPORTATION AND AIR QUALITY MITIGATION FEE COMPREHENSIVE UPDATE 2024**

Chair Houdesheldt opened the Public Hearing. No public testimony was provided.

Upon motion by Broadway and second by Jones, the Board unanimously approved the following:

1. Refunding fee credits for the Dry Creek, Newcastle/Horseshoe Bar, Placer West, and Rocklin;
2. Approving Resolution #24-01 to (a) adopt the Nexus Study Update Report for the Regional Transportation and Air Quality Mitigation Fee, (b) set fees for the Regional Transportation and Air Quality Mitigation Fee, and (c) adopt a Capital Improvement Program.

**EXECUTIVE DIRECTOR'S REPORT**

Matt Click said he has nothing further to report.

**ADJOURN**

The SPRTA Board meeting concluded at approximately 12:30 PM.

**NEXT REGULARLY SCHEDULED BOARD MEETING:** Wednesday, February 27, 2024.

A video of this meeting is available at: <https://www.pctpa.net/2024-01-24-sprta-meeting>

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Matt Click, Executive Director

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Bruce Houdesheldt, Chair

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Solvi Sabol, Clerk to the Board

ss:



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City of Lincoln • City of Rocklin • City of Roseville • Placer County

**TO: SPRTA Board of Directors**

**DATE: March 27, 2024**

**FROM: Matt Click, Executive Director**

**SUBJECT: CONSENT CALENDAR**

Below is the Consent Calendar item for the March 27, 2024, agenda for your review and action.

1. SPRTA Audited TDA Compliance

Staff recommends acceptance of SPRTA's Audited Financial Statements for fiscal year 2022/23 (under separate cover). The Financial Statements and Governance Letter are available for public review at [pctpa.net/transit/transportation-development-act](http://pctpa.net/transit/transportation-development-act). Hard copies are available upon request.

2. Amendment to Temporary Construction Easement for Interstate 80 Auxiliary Project (Jo Anne Lane, Roseville: APNs: 472-240-009 and 472-240-010)

A Temporary Construction Easement (TCE) is required for two parcels owned by the City of Roseville to access and widen the I-80 bridge structure over Cirby Creek and to perform grading and drainage improvements including construction of a new overland release structure on unimproved City Park property from the terminus of Jo Anne Lane to Cirby Creek.

The City approved the TCE on April 7, 2021. SPRTA subsequently approved the TCE on April 28, 2021. The TCE was recorded on April 29, 2021. Refer to Exhibits A and A-1 and corresponding map Exhibits B and B-1. Construction in this project segment was originally anticipated to be completed by May 3, 2024. Due to unforeseen circumstances, overall project construction began in September 2023 and will not be completed in this segment by the original date. As such, the City and SPRTA agree to amend the TCE extending the completion date to May 1, 2026.

Because the park is a publicly owned facility, the TCE qualifies as a temporary occupancy and therefore, SPRTA, is required to obtain a formal valuation of the affected property and submit a fair market value offer to the City. The original appraisal for the two parcels was completed by Pattison & Associates, Inc. in June 2020, with the review completed by Ryan Valuation Services in July 2020. The property was estimated to have a fair market value of \$17,300. An Acquisition Offer for this amount was submitted to the City in October 2020. The City waived the compensation offer on April 7, 2021. For this Amendment, the City has agreed to a value of \$0 as the TCE serves a public purpose and is considered in its best interest. The TCE Amendment will

**SPRTA Board of Directors**  
**Consent Calendar**  
**March 2024**  
**Page 2**

go before the Roseville City Council for approval on March 20<sup>th</sup>. Staff recommends the Board adopt Resolution No. 24-02 approving the TCE Amendment and authorize the Executive Director to complete these transactions for the I-80 Auxiliary Lanes Project. SPRTA's Technical Advisory Committee concurred with the TCE Amendment.

**Recording requested by:  
South Placer Regional Transportation  
Authority**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

South Placer Regional Transportation Authority  
299 Nevada Street  
Auburn, CA 95603

---

APN: 472-240-009 AND 472-240-010  
CALTRANS No. 37820-1 AND 37820-2

### Amendment to Temporary Construction Easement Deed

WHEREAS, South Placer Regional Transportation Authority, hereinafter referred to as "Grantee", a public entity, and, THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION hereinafter referred to as "Grantor," have heretofore entered into that certain Temporary Construction Easement Deed ("TCE") dated April 29, 2021, recorded by the County of Placer in Document No. 2021-0058659-00, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, which TCE sets forth the terms and conditions under which the Grantee acquired certain rights for street improvement purposes described in said TCE;

WHEREAS, said TCE calls for the construction work to be completed by May 3, 2024;

WHEREAS, due to unforeseen circumstances said construction work could not be completed by said date;

WHEREAS, the new construction completion date on the subject property is May 1, 2026;

WHEREAS, By reasons of the foregoing it is now the desire of the parties hereto to amend said TCE to allow for the construction work to be completed as promptly as reasonable, but by no later than May 1, 2026.

NOW, THEREFORE, It is agreed by and between the parties hereto as follows: the Grantee shall pay the Grantor the additional sum of **\$0.00** for the additional construction time on the subject property. The TCE shall be extended to May 1, 2026, or upon completion, whichever occurs first . Said compensation is based on the following:

May 3, 2024 – May 1, 2026

**Value of TCE for 2 years = \$0.00 (ROUNDED \$0.00)**

All other terms and conditions of the TCE remain unchanged.

GRANTOR:

THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

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

Jamie Formico  
Right of Way Manager  
Dokken Engineering

GRANTEE:

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENCY COUNSEL**

Approved as to Legal Form:

\_\_\_\_\_  
Signature

Attest

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: Clerk of the Board of Directors



**EXHIBIT "A"**

EXHIBIT "A"



PLACER, County Recorder  
RYAN RONCO  
DOC- 2021-0058659-00

Recording requested by:  
South Placer Regional Transportation  
Authority

THURSDAY, APR 29, 2021 11:45 AM  
MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
ERD \$0.00 | SB2 \$0.00 | \* \$0.00  
ADD \$0.00

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

South Placer Regional Transportation Authority  
299 Nevada Street  
Auburn, CA 95603

Ttl Pd \$0.00 Rcpt # 03031247  
CLK6BDZJ93/NU/1-9

No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

**TEMPORARY CONSTRUCTION EASEMENT DEED**

(To the South Placer Regional Transportation Authority)

APN: 472-240-009 and 472-240-010  
Caltrans No. 37820-1 & 37820-2

For a valuable consideration, receipt of which is hereby acknowledged,

THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION (hereinafter referred to  
as "Grantor"),

hereby grants to the

South Placer Regional Transportation Authority ("Grantee"), a public entity.


A temporary easement for the purposes of facilitating construction of adjacent public street  
improvements and related purposes, in, on, over, under, through, along, and across that certain  
parcel of land located in the County of Placer, State of California described in Exhibit "A" and  
"A-1" and depicted in Exhibit "B" and "B-1", attached hereto and incorporated herein.

This Temporary Construction Easement shall commence after Grantee acceptance of this  
Temporary Construction Easement Deed, as evidenced by the Grantee's execution of the  
Certificate of Acceptance and Consent to Recordation attached hereto, and when escrow  
closes. If the deed is to be recorded by the Grantee, commencement shall be the date in  
which the check is mailed from the Grantee to the Grantor. This Temporary Construction  
Easement shall automatically terminate upon completion of Grantee's construction or  
three (3) years after the commencement, whichever occurs first. Notwithstanding the  
foregoing, in no event shall this Temporary Construction Easement extend after May 3,  
2024. Upon termination, the Temporary Construction Easement area will be generally  
restored by Grantee to a comparable or better condition as that which existed prior to  
Grantee's access and use.

Executed this 7<sup>th</sup> day of April, 2021.

GRANTOR:

THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

BY:   
\_\_\_\_\_  
Dominick Casey  
City Manager

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Placer

On 4.8.2021 before me, Cary Camilleri, Notary Public, personally appeared Dominick Casey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cary Camilleri

(Seal)

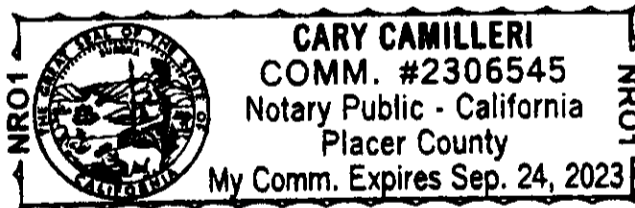




EXHIBIT "A-1"

All that portion of the Southeast Quarter of Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, being a portion of GEORGE CIRBY PARK, as dedicated to, and accepted by, the City of Roseville, on the PLAT OF WILD ROSE TRACT UNIT 1, recorded on October 23, 1961, in Book G of Maps, Page 37, Official Records of said county, more particularly described as follows:

COMMENCING at a found 6" by 6" concrete highway monument on the northwesterly right of way line of Interstate 80, accepted as marking the northeasterly terminus of the course shown as "N. 49° 34' 59" E. 152.07 feet" on that certain Grant Deed recorded on October 25, 1950, in Volume 577, Page 446, Official Records of said county,

THENCE FROM SAID POINT OF COMMENCEMENT, along said right of way, South 49° 34' 37" West, 152.06 feet to the northerly corner of the parcel of land described in the Granted Deed recorded on March 12, 1970, in Volume 1286, Page 152, Official Records of said county, the POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, along the northwesterly line of said Grant Deed, South 48° 58' 04" West, 34.33 feet;

Thence, leaving said line, North 41° 00' 50" West, 44.96 feet;


Thence North 23° 56' 16" East, 57.38 feet;

Thence South 66° 03' 44" East, 38.27 feet to the easterly line of said GEORGE CIRBY PARK;

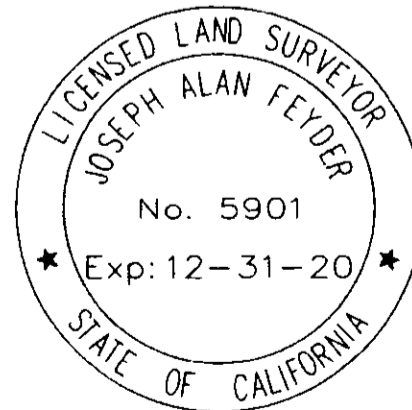
Thence, along said easterly line, South 03° 23' 36" West, 48.39 feet to the POINT OF BEGINNING.

Bearing and distances used herein are grid based upon the California State Plane Coordinate System, Zone 2 NAD 83 (2004.69). To obtain ground distances divide distances shown by the combined grid factor of 0.999918.

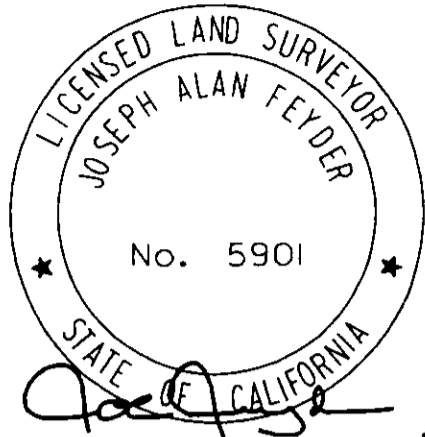
This real property description has been prepared  
By me, under my direction, in conformance  
with the Professional Land Surveyors Act.

Signature: 

Date: July 8, 2020



# EXHIBIT B



*Joseph Alan Feyder*

G - MAPS - 37

George Kirby Park

TEMPORARY  
CONSTRUCTION  
EASEMENT  
7,540 S.F.

Lot 8

JO ANNE LANE

N49°53'02"W  
33.38'

S40°06'58"W 97.06'

N40°06'58"E 101.76'

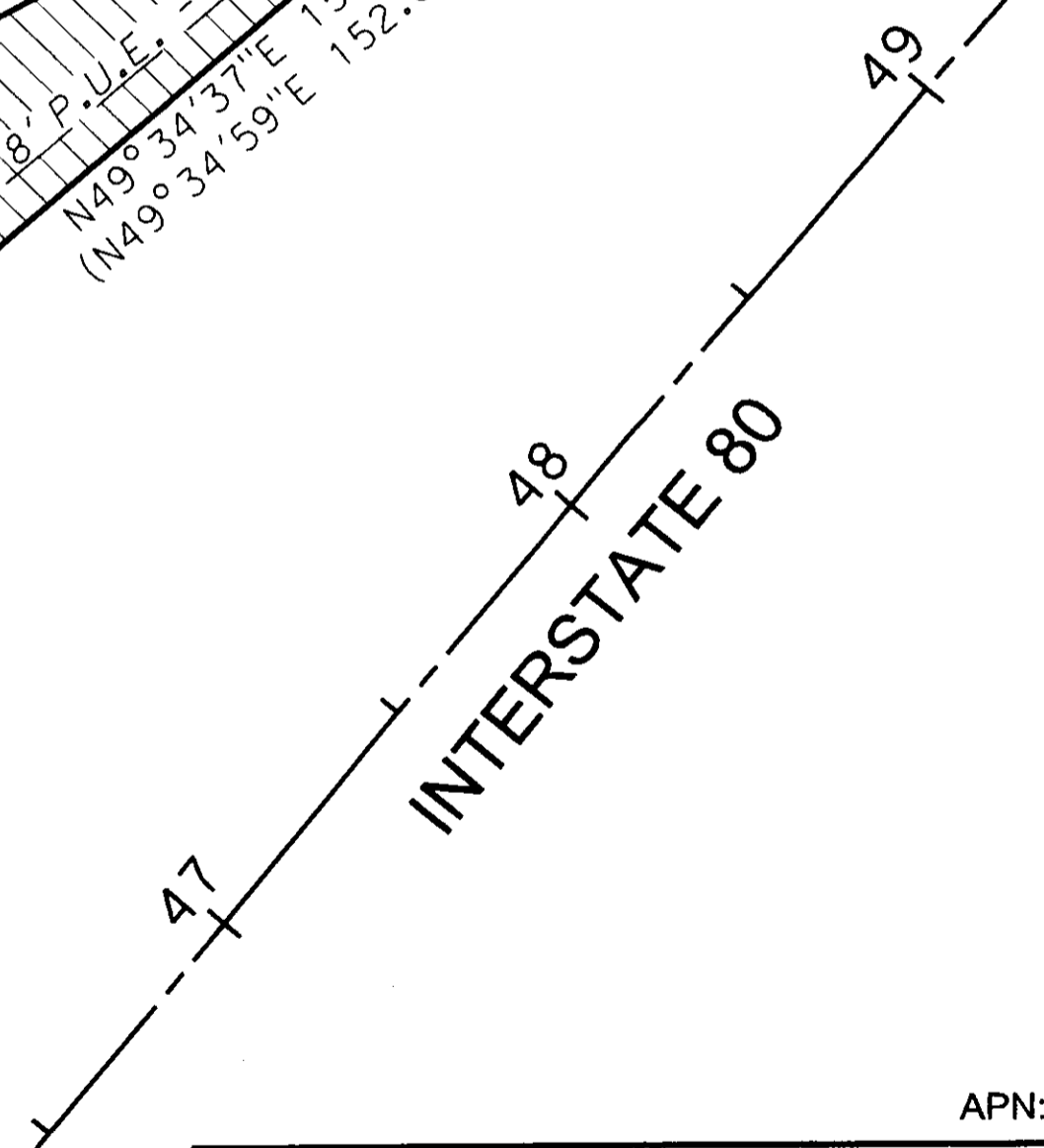
S62°02'00"W  
34.31'

S45°22'39"W 84.43'

P.O.B.  
FD 6" x 6" CONC MON  
Am 49+01.01, 89.25' Lt

S03°23'36"W  
48.39'

8' P.U.E. - G-MAPS-37  
N49°34'37"E 152.06'  
(N49°34'59"E 152.07')

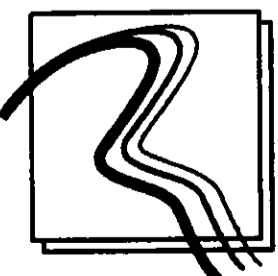


INTERSTATE 80



APN: 472-240-009

R. E. Y. ENGINEERS, Inc.  
Civil Engineers / Land Surveyors  
905 SUTTER STREET, SUITE 905  
FOLSOM, CA 95630  
(916) 366-3040 Fax (916) 366-3303



|   |               |
|---|---------------|
| SOUTH PLACER REGIONAL<br>TRANSPORTATION AUTHORITY |               |
| TEMPORARY CONSTRUCTION EASE.<br>CITY OF ROSEVILLE |               |
| DATE: JULY 8, 2020                                | SCALE: 1"=50' |

# EXHIBIT B-1



G - MAPS - 37

George Kirby Park

Lot 8

JO ANNE LANE

TEMPORARY  
CONSTRUCTION  
EASEMENT  
3,224 S.F.

S66°03'44"E  
38.27'

N23°56'16"E  
57.38'

N41°00'50"W  
44.96'

8' P.U.E. - G-MAPS-37  
S49°34'37"W 152.06'  
(N49°34'59"E 152.07')

S03°23'36"W  
48.39'  
P.O.B.

S48°58'04"W  
34.33'

FD 6" x 6" CONC MON  
Am 49+01.01, 89.25' Lt

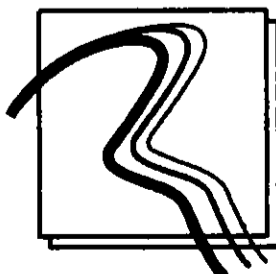
VOL 1286,  
PG 152, PCR

INTERSTATE 80



APN: 472-240-010

R. E. Y. ENGINEERS, Inc.  
Civil Engineers / Land Surveyors  
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FOLSOM, CA 95630  
(916) 366-3040 Fax (916) 366-3303



|   |               |
|---|---------------|
| SOUTH PLACER REGIONAL<br>TRANSPORTATION AUTHORITY |               |
| TEMPORARY CONSTRUCTION EASE.<br>CITY OF ROSEVILLE |               |
| DATE: JULY 8, 2020                                | SCALE: 1"=50' |



RESOLUTION NO. 21-138

APPROVING A RIGHT OF WAY CONTRACT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY AND APPROVING A TEMPORARY CONSTRUCTION EASEMENT DEED FOR THE INTERSTATE 80 AUXILIARY LANE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE AND FINDING THAT SUCH DONATION SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTEREST OF THE CITY

WHEREAS, the South Placer Regional Transportation Authority (SPRTA) in cooperation with the California Department of Transportation, Placer County, City of Rocklin, and City of Roseville proposes to reduce congestion and increase safety by constructing capacity enhancements and interchange improvements on Interstate 80 in Roseville and Rocklin at two locations; and

WHEREAS, in order to complete portions of the work, Temporary Construction Easements are required on two parcels owned by the City of Roseville; and

WHEREAS, donating the temporary construction easements to SPRTA for the Interstate 80 Auxiliary Lanes project serves a public purpose and is in the best interest of the City because it supports Roseville's goal of investing in well-planned infrastructure and growth by improving traffic circulation, capacity, and operations; and

WHEREAS, a Right of Way Contract – State Highway for the Interstate 80 Auxiliary Lane project, between the City of Roseville and South Placer Regional Transportation Authority, as well as the Temporary Construction Easement Deed, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Right of Way Contract is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the donation of the temporary construction easements to SPRTA for the Interstate 80 Auxiliary Lane project serves a public purpose and is in the best interest of the City.

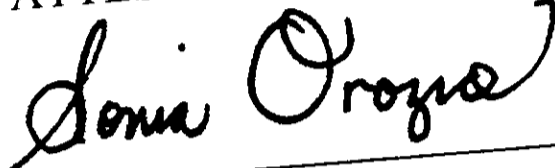
BE IT FURTHER RESOLVED that the temporary construction easements required for the Interstate 80 Auxiliary Lanes project are hereby approved and the City Manager is authorized to execute the Temporary Construction Easement Deed, and all related documents on behalf of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this 7<sup>th</sup> day of April, 2021, by the following vote on roll call:


AYES COUNCILMEMBERS: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

NOES COUNCILMEMBERS: None

  
\_\_\_\_\_  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST: \_\_\_\_\_  
City Clerk of the City of Roseville, California  
  
\_\_\_\_\_  
DEPUTY CLERK

**RESOLUTION NO. 24-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY  
AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT  
FOR THE INTERSTATE 80 AUXILIARY LANE PROJECT  
(JO ANNE LANE, ROSEVILLE: APNs: 472-240-009 and 472-240-010)**

The following resolution was duly passed by the Board of the South Placer Regional Transportation Authority at a regular meeting held on March 27, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**WHEREAS**, the Board of Directors of the South Placer Regional Transportation Authority may not have deeds or grants conveying in or easement upon real property accepted for recordation without its consent evidenced by its certificate or resolution of acceptance in accordance with section 27281 of the California Government Code; and

**WHEREAS**, the Board of Directors of the South Placer Regional Transportation Authority, by Resolution No. 20-08, established an administrative process for right-of-way acquisition for the Interstate 80 Auxiliary Lane Project, which designated the Executive Director or designee as the officer authorized to accept and execute deeds and grants; and

**WHEREAS**, the real property interest which is subject of this resolution of acceptance consists of a Temporary Construction Easement, which is located along Jo Anne Lane, in the City of Roseville, and the Placer County Assessor has designated the Property Interests as APNs: 472-240-009 and 472-240-010; and

**WHEREAS**, the City of Roseville City Council approved the Temporary Construction Easement at Jo Anne Lane, Roseville, on April 7, 2021; and

**WHEREAS**, the Board of Directors of the South Placer Regional Transportation Authority on April 28, 2021, approved Resolution No. 21-03 authorizing the acceptance of the Temporary Construction Easement at Jo Anne Lane, Roseville, which were recorded in the Clerk-Recorder of Placer County on April 29, 2021; and

**WHEREAS**, due to unforeseen circumstances, project construction work will not be completed within the Temporary Construction Easement by the expiration date, May 3, 2024; and

**WHEREAS**, the Board of Directors of the South Placer Regional Transportation Authority desires to amend the Temporary Construction Easement to extend the expiration date to a revised project completion date of May 1, 2026; and

**WHEREAS**, the City of Roseville City Council approved the Amendment to Temporary Construction Easement at Jo Anne Lane, Roseville, on March 20, 2024; and

**WHEREAS**, the Board of Directors of the South Placer Regional Transportation Authority finds and determines that the Amendment to the Temporary Construction Easement for the Interstate 80 Auxiliary Lane Project, described and depicted in the Amendment to Temporary Construction Easement Deed attached to the staff report, is acceptable for recordation.

**NOW, THEREFORE**, by the Board of Directors of the South Placer Regional Transportation Authority as follows:

1. The Amendment to Temporary Construction Easement Deed is approved.
2. The Amendment to Temporary Construction Easement Deed for APNs: 472-240-009 and 472-240-010, described and depicted in Exhibits A and A-1 and corresponding map Exhibits B and B-1, and attached to the Amendment to Temporary Construction Easement Deed shown as Attachment 1 to the staff report is accepted.
3. The Executive Director or designee shall execute said Amendment to Temporary Construction Easement Deed and take all necessary action to carry-out the Amendment to Temporary Construction Easement Deed.
4. The Executive Director or designee is hereby directed to execute said Certificate of Acceptance.
5. The Executive Director or designee shall cause the Temporary Construction Easement Deed with the executed Certificate of Acceptance to be recorded in the Clerk-Recorder of Placer County.

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Chair Houdesheldt

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Matt Click, Executive Director

ATTEST:

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Solvi Sabol, Clerk to the Board



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City of Lincoln • City of Rocklin • City of Roseville • Placer County

**TO: SPRTA Board of Directors**

**DATE: March 27, 2024**

**FROM: Rick Carter, Deputy Executive Director**

**SUBJECT: APPROVE FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY**

**ACTION REQUESTED**

1. Approve the First Amendment to the Amended and Restated Joint Exercise of Powers Agreement for the South Placer Regional Transportation Authority (the "JPA Amendment").
2. Direct staff to submit the Amended JPA to the member agencies for approval and execution.

**BACKGROUND**

In 2002, the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer approved the joint exercise of powers agreement which created the South Placer Regional Transportation Authority (SPRTA) for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of transportation improvements. This agreement creating SPRTA; gave it the power to levy, collect or cause to be collected transportation impact fees; and contained provisions regarding the administration of these transportation impact fees (the SPRTA "Fee Program"). In 2003, the member agencies approved the Amended and Restated Joint Exercise of Powers Agreement (the "current JPA") dated October 1, 2003, which provided SPRTA the authority to lease and sublease real property.

Due to administration of the SPRTA Fee Program, staff has reviewed the current JPA in light of Assembly Bill 602 ("AB602"), which was effective January 1, 2022 which revised laws governing transportation impact fees. Based on that review, staff is recommending several amendments to the current JPA based on both legislative changes and current needs and practices.

The JPA Amendment and the current JPA agreement are included as Attachment 1. For ease of review, a "tracked changes" version of the JPA Amendment is also included as Attachment 2.

**SPRTA Board of Directors**

**APPROVE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY**

**March 2024**

**Page 2**

**DISCUSSION**

Construction Cost Index

The current JPA requires the use of the Engineering News Record's Construction Cost Index (CCI) for April to April to adjust for annual inflation. Traditionally, the SPRTA Board would use these values to adopt the updated fees in late May, and they would become effective July 1<sup>st</sup>. AB602 now requires a 60-day waiting period between Board adoption and any increased fees being effective. Given the 60-day requirement and the desire to keep the July 1<sup>st</sup> effective date, the JPA Amendment specifies the use of "the most currently available index value and the index value from the month and year of the previous adjustment" and specifying the adjustment "shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law".

Construction Responsibility, Transfer of Construction Funds, and Location of Improvements

The current JPA limits the construction responsibility and transfer of construction funds for projects to JPA member agencies, except for the Placer Parkway and Rail/Bus Transit projects. The list of SPRTA projects includes projects on the state highway which the State (Caltrans) would construct. The JPA Amendment allows the State to be responsible for construction and receive SPRTA funds for projects on state highways. Additionally, the current JPA requires improvements to be "located in the Members' respective jurisdictions". This language has been revised in the JPA Amendment to "benefiting the Members' respective jurisdictions" to allow for an improvement to extend beyond the members' respective boundaries.

Administrative Changes

The current JPA specifies the Board shall elect a chair and select a secretary annually. The chair shall be elected from amongst the Board membership, the secretary need not be a member of the Board. The current JPA does not mention a vice chair or specify any procedures or requirements in regard to electing a vice chair. The JPA Amendment specifies the Board elect a chair and vice chair annually from amongst the Board membership, as is current practice. Because the Board Clerk has served as the secretary for many years, the JPA Amendment still specifies the Board select a secretary but removes the requirement to be selected annually. The JPA Amendment also specifies that meetings are to occur at least semiannually, rather than quarterly.

The member agencies were previously provided a copy of the JPA Amendment for policy and legal review; only minor technical changes were received. Staff recommends approval of the JPA Amendment; the TAC concurred.

RC:SS

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
REGARDING THE SOUTH PLACER REGIONAL TRANSPORTATION  
AUTHORITY**

**AMONG**

**THE CITY OF LINCOLN,  
THE CITY OF ROCKLIN,  
THE CITY OF ROSEVILLE  
and  
THE COUNTY OF PLACER**

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

This First Amendment to the Amended and Restated Joint Exercise of Powers Agreement (the “Amendment”) dated March 27, 2024 regarding the South Placer Regional Transportation Authority (“Authority”) is entered into as of \_\_\_\_\_, 2024, by and between the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the “Members” and individually as “Member”).

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement (“Agreement”) dated October 1, 2003 was approved by the Members creating the Authority for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of Transportation Improvements;

WHEREAS, Section 18 AMENDMENTS, of the Agreement provides that the Members may amend the agreement by unanimous written agreement of the Members;

WHEREAS, the Authority has been operating consistent with the Agreement and the Authority and Members have identified certain provisions of the Agreement to be amended;

NOW THEREFORE the Members to the Agreement agree to mutually amend certain provisions of the Agreement as follows:

1. The second sentence of Section 2. AUTHORITY, PURPOSE AND COOPERATION is hereby amended to read in its entirety as follows:

“The purpose of this Agreement is to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of Transportation Improvements benefiting the Members’ respective jurisdictions.”

2. Paragraph B(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

B. Meetings.

“(1) Regular Meetings. The Board shall establish the number of regular meetings to be held each year and the date, hour and



location at which such regular meetings shall be held; provided, that the Board shall meet at least once every six (6) months or semiannually.”

3. Paragraphs C(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

C. Procedures.

“(1) The Board shall elect a Chair and a Vice Chair annually from among its membership, with the Chair and Vice Chair rotated amongst the membership, to preside at -meetings. The Board shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.”

4. Paragraph A of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

“A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred (“Cost-to-Complete”). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The Authority shall determine a proposed annual adjustment based on the difference between the most currently available index value and the index value from the month and year of the previous adjustment. No fee adjustment shall be effective until approved by the Authority Board. Any fee adjustment approved by the Board shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law. Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known.”

5. Paragraph F of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

“F. Except for the Placer Parkway, improvements on State highways, and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the

responsibility of the Member in whose jurisdiction the improvement(s) is/are located. For Transportation Improvements where the Member is responsible, the Authority will transfer construction funds to the Member in the manner approved by the Authority. For Transportation Improvements on a State highway, the Authority may execute agreements with the State and/or Members establishing responsibility for construction of the Transportation Improvements and may transfer construction funds in accordance with those agreements.”

6. Section 19 NOTICES is hereby amended to read in its entirety as follows:

**SECTION 19. NOTICES**

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

City of Lincoln  
600 6th Street  
Lincoln, CA 95648  
Attn: City Manager

City of Roseville  
311 Vernon St.  
Roseville, CA 95678  
Attn: City Manager

County of Placer  
175 Fulweiler Avenue  
Auburn, CA 95603  
Attn: County Executive Officer

City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677  
Attn: City Manager

7. NO FURTHER AMENDMENTS. Except as expressly amended herein, all terms and conditions of the Agreement shall remain the same and in full force and effect.
8. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures

The Members have executed and attested this Agreement effective upon the execution of all Members herein as of the date first above written.

ATTEST: CITY OF LINCOLN  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Lincoln By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

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ATTEST: CITY OF ROCKLIN  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Rocklin By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

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ATTEST:

CITY OF ROSEVILLE  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Roseville

By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

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ATTEST:

COUNTY OF PLACER  
A political subdivision of the State of California

\_\_\_\_\_  
Clerk of the Board,  
Placer County

By \_\_\_\_\_  
Chairman

Approved as to Form:

\_\_\_\_\_  
County Counsel

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**AMENDED AND RESTATED**  
**JOINT EXERCISE OF POWERS AGREEMENT**

**AMONG**

**THE CITY OF LINCOLN,  
THE CITY OF ROCKLIN,  
THE CITY OF ROSEVILLE**

**and**

**THE COUNTY OF PLACER**

**FOR THE PLANNING, DESIGN, FINANCING, ACQUISITION AND  
CONSTRUCTION OF**

**REGIONAL TRANSPORTATION IMPROVEMENTS**

**SCANNED**

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

This First Amendment to the Amended and Restated Joint Exercise of Powers Agreement (the “Amendment”) dated March 27, 2024 regarding the South Placer Regional Transportation Authority (“Authority”) is entered into as of \_\_\_\_\_, 2024, by and between the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the “Members” and individually as “Member”).

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3. Paragraphs C(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

C. Procedures.

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4. Paragraph A of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

“A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred (“Cost-to-Complete”). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The Authority shall determine a proposed annual adjustment based on the difference between the most currently available index value and the index value from the month and year of the previous adjustment. No fee adjustment shall be effective until approved by the Authority Board. Any fee adjustment approved by the Board shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law. Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known.”

5. Paragraph F of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

“F. Except for the Placer Parkway, improvements on State highways, and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the

responsibility of the Member in whose jurisdiction the improvement(s) is/are located. For Transportation Improvements where the Member is responsible, the Authority will transfer construction funds to the Member in the manner approved by the Authority. For Transportation Improvements on a State highway, the Authority may execute agreements with the State and/or Members establishing responsibility for construction of the Transportation Improvements and may transfer construction funds in accordance with those agreements.”

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Lincoln, CA 95648  
Attn: City Manager

City of Roseville  
311 Vernon St.  
Roseville, CA 95678  
Attn: City Manager

County of Placer  
175 Fulweiler Avenue  
Auburn, CA 95603  
Attn: County Executive Officer

City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677  
Attn: City Manager

7. NO FURTHER AMENDMENTS. Except as expressly amended herein, all terms and conditions of the Agreement shall remain the same and in full force and effect.
8. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures



The Members have executed and attested this Agreement effective upon the execution of all Members herein as of the date first above written.

ATTEST: CITY OF LINCOLN  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Lincoln By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

---

ATTEST: CITY OF ROCKLIN  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Rocklin By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

---

ATTEST:

CITY OF ROSEVILLE  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Roseville

By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

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ATTEST:

COUNTY OF PLACER  
A political subdivision of the State of California

\_\_\_\_\_  
Clerk of the Board,  
Placer County

By \_\_\_\_\_  
Chairman

Approved as to Form:

\_\_\_\_\_  
County Counsel

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**AMENDED AND RESTATED**  
**JOINT EXERCISE OF POWERS AGREEMENT**

This **Amended and Restated** Joint Exercise of Powers Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2002, **October**, **2003** by and among the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the "Members" and individually as "Member").

**SECTION 1. RECITALS**

A. The Members have the common powers to acquire real property and to plan, design, finance, and construct roadway, intersection, at-grade railroad crossing, interchange, and various transit and rail fixed facility improvements **and to purchase, lease, and sublease real and personal property and all improvement thereon, to the Placer County Transportation Planning Agency ("PCTPA") and other third parties** (the foregoing powers, improvements, and the acquisition of real property in connection therewith, are hereinafter collectively referred to as, the "Transportation Improvements").

B. The Members have determined that the public interest will be served by the cooperative exercise of these individual powers through this Agreement in order to plan for, design, finance, acquire, determine the timing of construction of, and construct, Transportation Improvements to serve their respective jurisdictions and spheres of influence.

C. It has been determined by the Members that the Transportation Improvements must be undertaken in order to meet traffic demands in the growing region served by the jurisdictions. This Agreement is intended to create a joint powers authority with the power to plan for, design, finance, acquire, determine the timing of construction of, and construct, the Transportation Improvements.

**SECTION 2. AUTHORITY, PURPOSE AND COOPERATION**

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to the Members. The purpose of this Agreement is to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of Transportation Improvements located in the Members' respective jurisdictions. A conceptual outline of the Transportation Improvements generally contemplated by the Members as of the date first above written is attached

hereto as Exhibit A and incorporated herein. Said listing of Transportation Improvements is subject to refinement and modification by the Authority's Board of Directors as provided hereinafter.

### **SECTION 3. CREATION OF AUTHORITY**

The Members hereby create the South Placer Regional Transportation Authority ("Authority"), a public entity separate from each of the Members, whose jurisdiction is shown and described in Exhibit A, attached hereto and incorporated herein.

### **SECTION 4. TERM AND TERMINATION**

This Agreement shall be effective as of that date first written above. It shall remain in effect until the purpose stated in Section 2 is fully accomplished, or until terminated by the unanimous agreement of the Members; provided, however, that this Agreement may not be terminated until all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid in full. Any Member may withdraw its participation in this Agreement at any time; provided that the withdrawing Member shall pay an equitable portion of its share of the cost of the Transportation Improvements, as reasonably determined by the Authority's Board of Directors, taking into account the date of such Member's withdrawal, its growth and development plans, and including any reconciliation amounts for funds advanced or paid on behalf of the withdrawing Member by another source.

### **SECTION 5. POWERS**

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 2, including, but not limited to, the following:

- A. to develop a plan or formula for determining the timing, sequence and financing (including cost allocation among the Members) of construction of the Transportation Improvements;
- B. to design the Transportation Improvements;
- C. to construct, or cause the construction of, Transportation Improvements; provided that the Authority shall not construct Transportation Improvements except those related to the Placer Parkway and Rail/Bus Transit projects (as defined in Exhibit A);

D. to coordinate the construction and/or redevelopment of the Transportation Improvements with all affected governmental agencies;

E. to secure administrative office space and furnishings;

F. to make and enter into contracts;

G. to contract for, or employ, administrative, technical and support staff, and consultants and contractors of any kind;

H. to acquire and maintain insurance of all types;

I. to lease, acquire, hold, sublease, or dispose of real property by negotiation, dedication, or eminent domain, including the purchase of, lease, and sublease of real and personal property, and all improvements thereto to PCTPA and/or any third parties, in conjunction with PCTPA's development of a multi-modal transportation center, third party office space, and PCTPA's office space related to its duties as a transportation planning agency and its duties required pursuant to this Agreement;

J. to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types;

K. to accept, hold, invest (pursuant to the Law, including, without limitation, section 6509.5 thereof), manage, and expend monies;

L. to obtain and secure funding from all available public and private sources including local, state, and/or the federal government, including but not limited to, bond issuances, lease purchase agreements, public grants, private contributions, public and private loans, and other funds;

M. to levy, collect or cause to be collected transportation impact fees ("Impact Fees") on new residential, commercial and industrial development to fund the design, planning, financing, acquisition, and construction, of the Transportation Improvements;

N. to form a special assessment district under any legal authority that exists now or in the future, including, without limitation, the Improvement Act of 1911 (Streets & Highways Code section 5000 *et seq.*), the Municipal Improvement Act of 1913 (Streets & Highways Code section 10000 *et seq.*), the Improvement Bond act of 1915 (Streets & Highways Code section 8500 *et seq.*), or any other authority that exists now or in the future;

O. to form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exist now or in the future;

P. to negotiate and enter into reimbursement agreements when monies to construct Transportation Improvements are advanced;

Q. to sue and be sued; and

R. all powers incidental to the foregoing.

## **SECTION 6. DUTIES**

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

A. To prepare and adopt a South Placer Regional Transportation Improvement Program specifying the Transportation Improvements (the "Improvement Program").

B. To prepare and adopt a plan or formula for determining the timing, sequence and financing (including cost allocation among the Members) of construction and/or acquisition of the Transportation Improvements, hereinafter referred to as the "Implementation Plan." The Implementation Plan shall reference the relevant terms and conditions of any agreement entered into by any Member with a landowner under which funds were advanced or used for the construction of the Transportation Improvements.

C. to retain legal counsel for all Authority business, including litigation;

D. to evaluate the need for, and acquire and maintain if necessary, liability, errors and omissions, or other insurance; and

E. to conduct an annual audit as required by the provisions of Subsection 7.D(3).

## **SECTION 7. ADMINISTRATION**

A. Governing Board - Membership. The Authority shall be administered by a board of directors ("Board") consisting of four (4) directors and four (4) alternates. One (1) director and one (1) alternate shall be appointed by each Member from its governing body.

B. Meetings.

(1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour and location at which such regular meetings shall be held; provided, that the Board shall meet at least once every three (3) month(s) or quarterly.

(2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(3) Conduct of Meetings. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director of the Board, and to the Members.

(5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business. Except as provided in Section 8, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., three (3) affirmative votes).

#### C. Procedures.

(1) The Board shall elect a chair annually from among its membership, with the Chair rotated amongst the membership, to preside at meetings and shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.

(2) The Board may adopt by resolution rules of procedure, not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings.

(3) Members of the Board shall comply with Title 9 of the California Government Code, commencing with section 81000 (Political Reform Act of 1974).

D. Administration. Unless as otherwise agreed to by the Members, staff of the Placer County Transportation Planning Agency ("PCTPA") will perform administrative functions for the Authority, to be funded with the revenues of the Authority.

E. Fiscal Matters.

(1) Treasurer/Auditor

(A) Except as provided in Subsection (B), below, the finance director of the PCTPA is designated the treasurer/auditor of the Authority with the powers, duties, and responsibilities specified in the Law, including, without limitation, sections 6505 and 6505.5 thereof.

(B) In lieu of the designation in Subsection (A), above, the Board may appoint one or more of the Authority's officers or employees to either or both of the positions of treasurer or auditor as provided in the Law, including, without limitation, section 6505.6 thereof.

(2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to, the Authority's property and shall file with the Authority an official bond in the amount set by the Board.

(3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the Members and their respective representatives. The accounts shall be prepared and maintained by the treasurer and auditor of the Authority. The Authority, within one hundred twenty (120) days after the close of each fiscal year, shall cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified public accountant employed by the Authority. The Authority shall promptly deliver copies of the audit report to the Members.

(4) Budgets. The Board shall adopt a budget no later than ninety (90) days after the effective date of this Agreement and no later than June 30 each year thereafter.

(5) Contributions. Costs for the design, planning, financing, acquisition, and construction, of the Transportation Improvements will be shared amongst the Members based upon their respective proportionate shares as shall be set forth in the Improvement Program.

## **SECTION 8. VOTING**

Notwithstanding Subsection 7.B (5), the following actions may only be taken as set forth below:



A. The unanimous affirmative vote of the entire Board is required to adopt the Improvement Program and the Implementation Plan. It is agreed that the voting structure may be amended pursuant to Section 18 hereof in the event of addition of a new Member to the Authority. Any change in the voting structure shall require an amendment to this Agreement.

B. The unanimous affirmative vote of the entire Board is required to (1) adopt any changes to the Improvement Program or the Implementation Plan, including, without limitation, adding, deleting, modifying, or changing the priority of, Transportation Improvements to be constructed; (2) change the cost sharing formula among the Members; (3) authorize the issuance and sale, refinancing, or early redemption, of bonds; or (4) impose fees or assessments, levy taxes, or order the formation of an assessment or special district.

C. The exercise of the power of eminent domain must be approved by an affirmative vote of the Board as set forth in Section 7.B (5), including the director appointed by the Member in whose jurisdiction the property is located. For the purposes of this Section, the jurisdiction of the County is the unincorporated area.

#### **SECTION 9. EXERCISE OF POWERS**

The powers and duties which (a) are common to the Members, and (b) are vested in the Authority only by virtue of this Agreement, and are not independent powers and duties which arise by virtue of the Law, shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Rocklin in the exercise of similar powers or in carrying out similar duties, as provided in section 6509 of the Law.

#### **SECTION 10. COSTS ASSESSED AND DISTRIBUTED**

A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred ("Cost-to-Complete"). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The adjustment period shall be from April to April. Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known.

B. It is anticipated that sources of revenue other than a transportation impact fee (the "Impact Fee") will be available to assist in funding the Transportation Improvements. For all Transportation Improvements, it is assumed that: (1) Curbs, gutters and sidewalks, where required by zoning, are the responsibility of the applicable developer or Member; and (2) Frontage improvements of a lane plus shoulder, where required by zoning, will be constructed along developing property at no cost to the Improvement Program.

C. The Authority will levy the Impact Fee on new development consistent with law to fund any portion of the cost of the Transportation Improvements not funded by other sources. Each Member shall collect the Impact Fee and deposit it in a separate interest-bearing account maintained by such Member. Each Member shall transmit all amounts collected, plus actual interest earned thereon, to the Authority quarterly.

D. Each Member's financial responsibility to make quarterly payments to the Authority shall not exceed the amount in the account described in Section 10.C, above. Each Member may contribute more than its proportionate share for a particular segment or improvement. In such event, subject to approval by the Board, that Member's account shall be credited for the excess amount and the amount shall be applied toward its proportionate share of future segments or improvements. The amount and timing of such credits may be adjusted by the Board in consideration of other improvement priorities.

E. The Authority shall maintain Impact Fees in a separate interest bearing account and shall use such funds consistent with the purposes of this Agreement.

F. Except for the Placer Parkway and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the responsibility of the Member in whose jurisdiction the improvement(s) is/are located. The Authority will transfer construction funds to the Member in the manner approved by the Authority.

G. In the event that an outside funding source, such as the State or federal government, provides funds other than those identified in the Improvement Program to one or more of the Transportation Improvements, credit will be apportioned amongst all Members according to the funding apportionment formula(s) applicable to the Transportation Improvement(s).

H. Each Member will provide the Authority with an annual accounting of Impact Fee revenue collected, and other funds provided to the Member for construction of Transportation Improvements. All funds and procedures shall be subject to audit.

I. A public entity may, subject to the unanimous agreement of the Members, become a party to this Agreement, provided such entity shall have contributed its proportionate share of the Transportation Improvement costs incurred from the effective date of this Agreement to the date of such entity's membership. The proportionate share of costs attributable to such entity shall reasonably be determined by the Board.

#### **SECTION 11. FISCAL YEAR**

The fiscal year of the Authority shall be the period from July 1 each year to and including the following June 30.

#### **SECTION 12. DEBTS, LIABILITIES AND OBLIGATIONS**

The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the Members, either jointly or severally.

#### **SECTION 13. LIABILITY OF BOARD, OFFICERS AND EMPLOYEES**

A. The directors/alternates of the Board, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Members for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

B. To the extent authorized by California law, no director/alternate of the Board, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other director/alternate of the Board, officer, or employee. No director/alternate of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as provided in Subsection 7.D(2).

#### **SECTION 14. LIBERAL CONSTRUCTION**

The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes stated in Section 2.

#### **SECTION 15. DISPOSITION OF PROPERTY**

Upon termination of this Agreement, the Authority shall convey all assets of the Authority, if any, to the Members in proportion to their respective contributions, provided that real property acquired by eminent domain shall be conveyed to the Member in whose jurisdiction the property is located.

#### **SECTION 16. SEVERABILITY**

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

#### **SECTION 17. SUCCESSORS; ASSIGNMENT**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. No Member may assign any rights or obligations hereunder without the consent of the other Members; provided, however, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the Authority, or (b) bondholders holding such bonds.

#### **SECTION 18. AMENDMENTS**

This Agreement may be amended only by the unanimous written agreement of the Members. So long as any bonds of the Authority are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would materially and adversely affect (1) the rating of bonds issued by the Authority, or (2) bondholders holding such bonds.

#### **SECTION 19. NOTICES**

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

City of Lincoln  
640 Fifth Street  
Lincoln, CA 95648  
Attn: City Manager

City of Roseville  
311 Vernon St.  
Roseville, CA 95678  
Attn: City Manager

County of Placer  
175 Fulweiler Avenue  
Auburn, CA 95603  
Attn: County Executive Officer

City of Rocklin  
3980 Rocklin Road  
Rocklin, CA 95677  
Attn: City Manager

## **SECTION 20. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

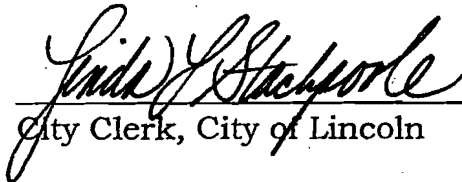
## **SECTION 21. AGREEMENT OF PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA) TO PROVIDE STAFF AND ACT AS TREASURER.**

PCTPA agrees and consents to provide staff and act as Treasurer for the Authority as provided herein. PCTPA is not a member of the Authority. After execution of this Agreement, it is the intent of the Members and PCTPA to develop a staffing agreement between the Authority and PCTPA to provide for the administration and management of the Authority with reasonable rights of termination by either party.

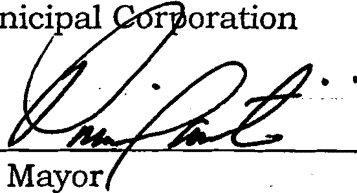
The Members have executed and attested this Agreement as of the date first above written.

ATTEST:

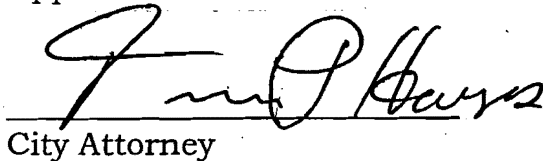
CITY OF LINCOLN  
A Municipal Corporation

  
City Clerk, City of Lincoln

By

  
Mayor

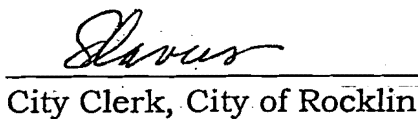
Approved as to Form:

  
City Attorney

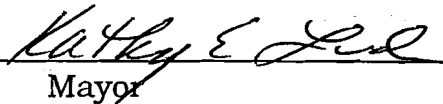
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ATTEST:

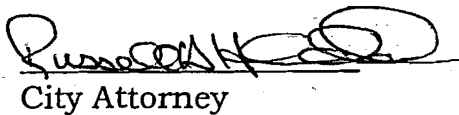
CITY OF ROCKLIN  
A Municipal Corporation

  
City Clerk, City of Rocklin

By

  
Mayor

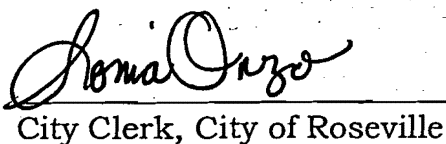
Approved as to Form:

  
City Attorney

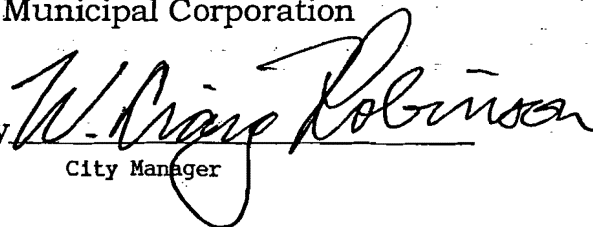
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ATTEST:

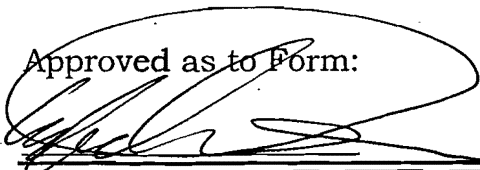
CITY OF ROSEVILLE  
A Municipal Corporation

  
City Clerk, City of Roseville

By

  
City Manager

Approved as to Form:

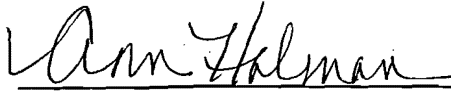


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City Attorney

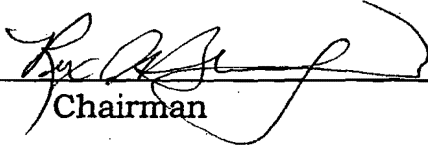
ATTEST:

COUNTY OF PLACER



Clerk of the Board,  
Placer County

By



Chairman

Approved as to Form:



County Counsel

Placer County Transportation Planning Agency "PCTPA" hereby consents to the provisions of this Agreement regarding staffing and financial duties of PCTPA.

By:

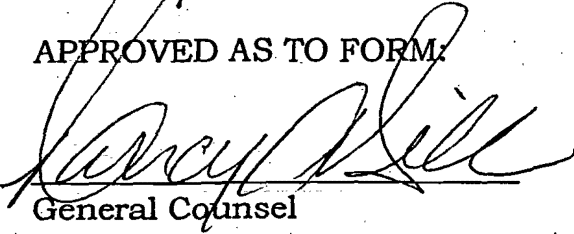


Chairperson

Dated:

11/13/03

APPROVED AS TO FORM:



General Counsel

Conceptual Outline of Transportation Improvements

*This is merely a conceptual outline of the transportation improvements.  
The JPA Board will adopt a Transportation Improvement Program*

Proposed transportation improvements and their location are set forth below, See Figure A-1 for location map of projects. Note that the rail and bus improvements will occur throughout the County and are thus not shown on the map.

*Rail and Bus Transit*

The rail and bus transit improvements are focused in the areas of commuter rail, commuter/express bus, and fixed route buses. The following types of specific improvements would be considered eligible to receive fee program finding:

- Rail stations;
- Intermodal transit facilities;
- Park and ride lots
- Bus shelters, pullouts, etc.;
- Rail guide-way improvements (railbed, track, signals, etc.);
- Maintenance and refueling facilities (main and satellite);
- Related streetscape, bicycle, and pedestrian improvements; and
- Acquire, develop, lease and sublease real and personal property and all improvements thereto, for the development of the multi-modal transportation center of Placer County Transportation Planning Agency and the office space related thereto and any other third party office located on such premises.

*Douglas Boulevard/I-80 Interchange*

The proposed Douglas Boulevard/I-80 interchange project provides significant enhancements to the circulation to and through south Placer County. This project not only upgrades the interchange itself but also encompasses improvements to the adjacent Douglas Boulevard/Sunrise Boulevard intersection. The overall project provides improved access to and through east and west Roseville as well as unincorporated areas of Placer County and to Sacramento County to the south. The proposed improvements at this interchange include a reconfiguration of the interchange with a flyover ramp eastbound Douglas Boulevard to Sunrise Boulevard, a tunnel section from Sunrise Boulevard to northbound I-80, as well as ramp modifications and improvements.

*Sierra College Boulevard*

Sierra College Boulevard is a major north-south arterial that provides a link from State Route 193 in Lincoln to I-80 in Rocklin and on to the Sacramento County line. Sierra College Boulevard traverses Lincoln, unincorporated Placer County, Loomis, Rocklin and Roseville. The proposed improvements to Sierra College Boulevard would consist of widening the roadway to four or six lanes from State Route 193 to the Sacramento County line, excluding improvements to the interchange at I-80, which will be funded by STIP funds.

It is assumed that: (1) Curbs, gutters and sidewalks, where required by zoning, are the responsibility



of the applicable developer or Member and (2) Frontage improvements of a lane plus shoulder, where required by zoning, will be constructed along developing property at no cost to the Improvement Program. It is noted that, under current zoning, certain segments of Sierra College Boulevard are not expected to develop to the level requiring such frontage improvements.

Segments that have already been constructed may result in fee credits to districts such as Roseville, Rocklin, and fee districts within the County.

The proposed Sierra College Boulevard segments to be funded/credited by the fee program include:

- Segment I — From State Route 193 to the northern city limit of the City of Rocklin.
- Segment 2a — From the northern city limit of the City of Rocklin to the northern boundary of the Town of Loomis.
- Segment 5 — Interstate 80 to Rocklin Road.
- Segment 6 — Rocklin Road to the southern city limit of the City of Rocklin.
- Segment 7 — Southern city limit of Rocklin to Douglas Boulevard.
- Segment 8 — Douglas Boulevard to Eureka Road.
- Segment 9 — Eureka Road to Roseville Parkway.
- Segment 10 — Roseville Parkway to the Sacramento County line.

Segments that are currently not included but could be funded in the later years of the fee program include:

- Segment 2b — Front the northern boundary of the Town of Loomis to Taylor Road all within Loomis.
- Segment 3 - From Taylor Road to Granite Drive all within the Town of Loomis.

Segments that would be funded by other sources include:

- Segment 4 — I-80/Sierra College Boulevard Interchange.

#### *SR 65 Lincoln Bypass*

The proposed project is approximately 10-mile mixed two-lane and four-lane facility extending from Industrial Avenue in Lincoln to just north of Sheridan.

#### *Placer Parkway*

The concept of a transportation facility that would connect State Route 65 to State Routes 70/99 through Placer and Sutter Counties has been discussed for several years. However, it is only within the last three years that these conceptual discussions have progressed to actual alignment studies due to increased congestion experienced on I-80 and continued growth in South Placer County.

A Project Study Report (PSR) for the environmental work associated with the Placer Parkway was approved in August, 2001. The PSR considered several alignment options for Placer Parkway. The recommended alignment for planning purposes consists of a nearly 15-mile long, four-lane expressway/freeway, connecting from State Route 65 at Whitney Boulevard to State Routes 70/99 at a point about one mile north of Riego Road.

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
REGARDING THE SOUTH PLACER REGIONAL TRANSPORTATION  
AUTHORITY**

**AMONG**

**THE CITY OF LINCOLN,  
THE CITY OF ROCKLIN,  
THE CITY OF ROSEVILLE  
and  
THE COUNTY OF PLACER**

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

This First Amendment to the Amended and Restated Joint Exercise of Powers Agreement (the “Amendment”) dated March 27, 2024 regarding the South Placer Regional Transportation Authority (“Authority”) is entered into as of \_\_\_\_\_, 2024, by and between the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the “Members” and individually as “Member”).

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement (“Agreement”) dated October 1, 2003 was approved by the Members creating the Authority for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of Transportation Improvements;

WHEREAS, Section 18 AMENDMENTS, of the Agreement provides that the Members may amend the agreement by unanimous written agreement of the Members;

WHEREAS, the Authority has been operating consistent with the Agreement and the Authority and Members have identified certain provisions of the Agreement to be amended;

NOW THEREFORE the Members to the Agreement agree to mutually amend certain provisions of the Agreement as follows:

1. The second sentence of Section 2. AUTHORITY, PURPOSE AND COOPERATION is hereby amended to read in its entirety as follows:

“The purpose of this Agreement is to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of Transportation Improvements benefiting located in the Members’ respective jurisdictions.”

2. Paragraph B(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

B. Meetings.

“(1) Regular Meetings. The Board shall ~~by resolution~~ establish the number of regular meetings to be held each year and the date, hour and location at which such regular meetings shall be held; provided, that the Board shall meet at least once every ~~three (3) month(s) or quarterly~~ six (6) months or semiannually.”

3. Paragraphs C(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

C. Procedures.

“(1) The Board shall elect a chair and a Vice Chair annually from among its membership, with the Chair and Vice Chair rotated amongst the membership, to preside at -meetings. ~~The Board and~~ shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.”

4. Paragraph A of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

“A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred (“Cost-to-Complete”). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The Authority shall determine a proposed annual adjustment based on the difference between the most currently available index value and the index value from the month and year of the previous adjustment. No fee adjustment shall be effective until approved by the Authority Board. Any fee adjustment approved by the Board shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law. The adjustment period shall be from April to April. Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known.”

5. Paragraph F of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

“F. Except for the Placer Parkway, improvements on State highways, and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the responsibility of the Member in whose jurisdiction the improvement(s) is/are located. For Transportation Improvements where the Member is responsible, tThe Authority will transfer construction funds to the Member in the manner approved by the Authority. For Transportation Improvements on a State highway, the Authority may execute agreements with the State and/or Members establishing responsibility for construction of the Transportation Improvements and may transfer construction funds in accordance with those agreements.”

6. Section 19 NOTICES is hereby amended to read in its entirety as follows:

**SECTION 19. NOTICES**

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

City of Lincoln  
~~640 Fifth~~ 600 6th Street  
Lincoln, CA 95648  
Attn: City Manager

City of Roseville  
311 Vernon St.  
Roseville, CA 95678  
Attn: City Manager

County of Placer  
175 Fulweiler Avenue  
Auburn, CA 95603  
Attn: County Executive Officer

City of Rocklin  
39~~7080~~ Rocklin Road  
Rocklin, CA 95677  
Attn: City Manager

7. NO FURTHER AMENDMENTS. Except as expressly amended herein, all terms and conditions of the Agreement shall remain the same and in full force and effect.
8. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, which such

scanned and electronic signatures having the same legal effect as original signatures

The Members have executed and attested this Agreement effective upon the execution of all Members herein as of the date first above written.

ATTEST: CITY OF LINCOLN  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Lincoln By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

---

ATTEST: CITY OF ROCKLIN  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Rocklin By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

---

ATTEST: CITY OF ROSEVILLE  
A Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Roseville By \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
COUNTY OF PLACER  
A political subdivision of the State of California

\_\_\_\_\_  
Clerk of the Board,  
Placer County

By \_\_\_\_\_  
Chairman

Approved as to Form:

\_\_\_\_\_  
County Counsel



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City of Lincoln • City of Rocklin • City of Roseville • Placer County

**TO: SPRTA Board of Directors**

**DATE: March 27, 2024**

**FROM: Rick Carter, Deputy Executive Director**

**SUBJECT: STATUS REPORT: HIGHWAY 49 SIDEWALK GAP CLOSURE PROJECT  
RIGHT OF WAY ACQUISITION COSTS**

**ACTION REQUESTED**

None. For information only.

**BACKGROUND**

At the August 24, 2022 Board meeting in Closed Session, the SPRTA Board authorized negotiations for temporary construction easements, permanent easements, and fee acquisition for 43 parcels for the Highway 49 Sidewalk Gap Closure Project, with total budget not to exceed \$276,000. Due to design refinements and scope reductions, rights were ultimately acquired from only 34 parcels, all within the established parcel budget. The attached table shows the price paid for each parcel. As shown in the attachment, Temporary Construction Easement (TCE) extensions of six to twelve months were necessary for six TCEs to meet Caltrans bid advertisement policies to ensure sufficient time to complete construction. These TCEs were extended at a cost proportional to the originally negotiated TCE rate per month.

RC:MC:SS



## HIGHWAY 49 SIDEWALK GAP CLOSURE PROJECT RIGHT OF WAY ACQUISITION COSTS

| APN               | Property Owner   | Property Address  | Acquisition Type | Agreement Amount |
|-------------------|--|---|------------------|------------------|
| 001-041-006 & 023 | William Eisley, a married man as his sole and separate property, an undivided 12.5% interest<br>James Eisley, a married man as his sole and separate property, an undivided 12.5% interest<br>Susan Flohr, a married woman as her sole and separate property, an undivided 12.5% interest<br>Earlene Freeman, a single woman, an undivided 12.5% interest, all as tenants-in-common<br>Harvey B Eisley, Trustee of the Harvey B Eisley 1996 Revocable Trust, an undivided 50% interest | 471 & 485 Grass Valley Highway<br>Auburn, CA 95603-3713 | TCE              | \$7,370          |
| 001-044-038       | Michael P. Granata and Sharron J. Granata, Trustees of the Michael P and Sharron J Granata Revocable Living Trust of May 2001  | 436 Grass Valley Highway<br>Auburn, CA 95603            | TCE              | \$1,000          |
| 001-044-044       | Ralph R. Smith Jr., Trustee of the Ralph R. Smith, Jr. 2017 Revocable Trust, dated March 1, 2017   | 430 Grass Valley Highway<br>Auburn, CA 95603            | TCE              | \$1,200          |
| 038-101-019       | Alfred Huber and Patricia A. Huber, husband and wife as Joint Tenants, subject to Item No. 19  | 1501 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$1,450          |
| 038-101-035       | Bruce A. Lyon, Trustee of the Children's Trust established under the Arnold E. and Arlene R. Lyon Family Trust dated January 16, 2009, as to an undivided 60% interest   | 1605 Grass Valley Highway SPC 54<br>Auburn, CA 95603    | TCE              | \$2,250          |
|                   |  |   | TCE Extension*   | \$1,200          |
| 038-101-037       | MP Core Grass Valley Hwy LLC, a California limited liability company   | 1545 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$1,000          |
|                   |  |   | TCE Extension*   | \$500            |
| 038-103-001       | Lawrence Halleck Payne, Trustee of the Lawrence Halleck Payne Trust of 1980  | CORNER OF LIVE OAK LANE<br>Auburn, CA 95603             | TCE              | \$1,000          |
| 038-113-021       | LLD & B LIMITED PARTNERSHIP  | 1375 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$5,400          |
| 038-113-022       | Arnold E Lyon, Trustee of the Arnold E and Arlene r Lyon Family Trust dated January 16, 2003, as to an undivided 40% interest and Arnold E Lyon, Trustee of the Lyon QTIP Trust dated January 1, 2009, as to an undivided 60% interest   | 1201 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$1,500          |
| 038-113-023       | William Henry Eisley (and their successors in interest) as Trustee of the William Henry Eisley 2016 Living Trust   | 1177 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$1,250          |
| 038-113-024       | Jarrod S. Anderson and Laura J. Anderson, husband and wife, and Matthew K. Anderson, an unmarried person, as joint tenants, as to an undivided 50% interest; and Eugene W. Meyer and Betty F. Meyer, Trustees of the Meyer Family Trust, created October 16, 1996, as to an undivided 50% interest   | 1127 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$1,150          |
| 038-113-026       | Andrew S. Georgeson and Mary Jane Georgeson, Trustees of the Andrew S. and Mary Jane Georgeson Revocable Living Trust, as to   | 1075 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$1,600          |
|                   |  |   | TCE Extension*   | \$500            |
| 038-113-053       | SHUR Enterprises, a California General Partnership   | 11899 Edgewood Road<br>Auburn, CA 95603                 | TCE              | \$7,920          |
|                   |  |   | TCE Extension*   | \$2,350          |
| 038-113-056       | Soma Rani LLC, a California limited liability company  | 1055 Grass Valley Highway<br>Auburn, CA 95603           | TCE              | \$3,600          |
|                   |  |   | TCE Extension*   | \$1,025          |
| 038-121-065       | Margaret Marfia, an unmarried woman  | 1015 Grass Valley Highway<br>Auburn, CA 95603           | TCE/Fee          | \$4,500          |
| 051-170-010       | Sutter Health Sacramento Sierra Region, a California nonprofit public benefit corporation doing business as Sutter Auburn Faith Hospital   | 11795 EDUCATION ST<br>Auburn, CA 95602                  | TCE              | \$9,240          |
| 051-180-046       | Auburn Area Recreation Park and Park District  | Auburn Regional Park<br>Auburn, CA 95602                | TCE/Fee          | \$5,000          |
| 051-180-088       | ROCK CREEK SELF STORAGE LLC, a California Limited Liability Company  | 11711 Quartz Drive<br>Auburn, CA 95602                  | TCE/Fee          | \$2,850          |
| 051-211-021       | Rock Creek Mobile Home Park LLC, a California Limited Liability Company  | 3765 Grass Valley Highway<br>Auburn, CA 95602           | TCE/Fee          | \$11,330         |
| 051-220-023       | Carlo A. Lujan and Emma L. Lujan, as Trustees of the Lujan Family Trust dated April 20, 1987   | 12015 Shale Ridge Ln<br>Auburn, CA 95602                | TCE              | \$1,000          |
| 051-220-026       | Coy Mitchell Miller, Trustee and Leslie Ann Miller, Trustee of the Coy and Leslie Miller 2005 Family Trust dated March 24, 2005  | 3880 Grass Valley Highway<br>Auburn, CA 95602           | TCE              | \$1,000          |
| 051-220-028       | Grass Valley Highway LLC, an undivided 50% interest and John F. Ginty, Jr. and Maureen Preston Ginty, Trustees of the Ginty Family Trust, created May 7, 2012, an undivided 50% interest, as Tenants in Common   | 3900 Grass Valley Highway<br>Auburn, CA 95602           | TCE              | \$1,000          |

## HIGHWAY 49 SIDEWALK GAP CLOSURE PROJECT RIGHT OF WAY ACQUISITION COSTS

|             |  |   |          |           |
|-------------|--|---|----------|-----------|
| 051-220-044 | Jimmie O. Elder and Darleen G. Elder, Co-Trustees of the Elder Family Trust, as to an undivided 1/2 interest; and Jimmie O. Nevill, Trustee of the Betty J. Nevill Revocable Trust UTA dated October 5, 1995, as to an undivided 1/2 interest  | 3932 Grass Valley Highway<br>Auburn, CA 95602     | Easement | \$33,220  |
| 051-220-057 | Hazelrigg Family LLC, a California Limited Liability Company   | 3930 Grass Valley Highway<br>Auburn, CA 95602     | TCE      | \$1,000   |
| 051-250-050 | Thomas T. Love, a single man   | 3561 Town Court<br>Auburn, CA 95602               | TCE      | \$1,000   |
| 051-250-051 | Walter H. Speller and Judith L. Speller, Trustees of The Speller Family Trust dated June 2, 1997   | 3571 Town Court<br>Auburn, CA 95602               | TCE      | \$1,000   |
| 051-250-053 | Lanshire Properties, LLC, a California Limited Liability Company, as to an undivided 33.33% interest and Equitable Industries, LLC, a Nevada Limited Liability Company, as to an undivided 33.33% interest and Susan Pastor, as Trustee of The Equitable Enterprises 401 K Trust, as to an undivided 33.34% interest   | 3581 Town Court<br>Auburn, CA 95602               | TCE      | \$1,000   |
| 052-041-002 | Wells Fargo Bank, National Association which acquired title as Placer Savings and Loan Association, a Corporation  | 2995 Grass Valley Highway<br>Auburn, CA 95603     | TCE      | \$1,250   |
| 052-041-003 | Lillian M. Woods, as Trustee of Trust A of the Ellis and Lillian Woods Family Revocable Trust, established May 2, 1995 as to an undivided 25% interest and Lillian M. Woods, as Trustee of Trust B of the Ellis and Lillian Woods Family Revocable Trust, established May 2, 1995 as to an undivided 25% interest; and Lynne Gaylord Courtright, Trustee of the Ernest Leland Courtright and Lynne Gaylord Courtright Revocable Living Trust dated March 7, 2002 - Trust B, as to an undivided One-Half (1/2) interest | 2855 Grass Valley Highway<br>Auburn, CA 95603     | TCE      | \$1,200   |
| 052-041-008 | Auburn W.C. Partners LLC, a Delaware limited liability company   | 2775 Grass Valley Highway # 1<br>Auburn, CA 95603 | TCE      | \$4,150   |
| 052-071-003 | MASTERS BUILDING PTRS, a General Partnership   | 2515 Grass Valley Highway<br>Auburn, CA 95603     | TCE      | \$1,000   |
| 052-220-027 | RD DEVELOPMENTS LLC, a California limited liability company  | 2135 Grass Valley Highway<br>Auburn, CA 95603     | TCE      | \$1,600   |
| 052-220-029 | Richard F. Miller and Waunita Miller, Trustees of the Miller Family Trust dated October 11, 2000, as an undivided 1/2 interest and Jeffrey R. Miller, Trustee and Linda M. Miller, Trustee of The Miller Family Trust dated October 12, 2001, an undivided 1/2 interest  | 2112 DRIVE IN WAY<br>Auburn, CA 95603             | TCE      | \$1,800   |
| 052-220-030 | 225 Taylor, LLC, a California limited liability company<br><br>(previously Richard L. Fehrman and Griselda Fehrman, Husband and Wife, as Joint Tenants 50%; and to Michael C. Palmer and Roberta C. Palmer, Husband and Wife as Joint Tenants 50%)   | 2100 Drive In Way<br>Auburn, CA 95603             | TCE      | \$1,200   |
|             |  |   | Sum      | \$128,605 |

\* Temporary Construction Easement (TCE) extensions of six to twelve month were necessary for certain TCEs to meet Caltrans bid advertisement policies to ensure sufficient time to complete construction. These TCEs were extended at a cost proportional to the originally negotiated TCE rate per month.

# **SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY**

## **Technical Advisory Committee Meeting Minutes**

**February 13, 2024 – 4:00 PM**

**ATTENDANCE:** Vin Cay, City of Lincoln  
Matthew Medill, City of Lincoln  
Katie Jackson, Placer County  
Rich Moorehead, Placer County  
Hunter Young, City of Rocklin  
Mark Johnson, City of Roseville

**STAFF:** Rick Carter  
Matt Click  
Mike Costa  
Jodi LaCosse  
David Melko  
Cory Peterson  
Solvi Sabol

### **Sierra College Boulevard Project Within SPRTA Fee**

Rick had previously sent information to the TAC pertaining to the development inquiry from Cresleigh Homes. The proposed development would be subject to improvements including the widening of the bridge on Sierra College. Based on the current cost estimate from 2006, these bridge improvements are not covered, however it does include the outside lane and shoulder in segment 5b. He added that some of this area is developable, some is not and there is no historical record as to why widening of the bridge was not included in the cost estimate. To that end, Rick asked that a working group of the TAC be formed to consider all options and make recommendations to the TAC and Board. The working group was identified as Mark Johnson – City of Roseville, Vin Cay – City of Lincoln, Katie Jackson – Placer County, and Hunter Young – City of Rocklin.

### **SPRTA JPA Agreement Amendment**

Rick explained that our current Joint Powers Authority (JPA) agreement establishes the annual inflation agreement based on an April-to-April schedule. Given the current requirements under AB 602 we need to establish a new timeline to keep the July 1 effective date of increases. As such the TAC concurred in January that we craft an updated JPA agreement using “the most recent available data” to use a July 1 effective date. Rick also reviewed and revised the agreement for a few other items, based on current practices. Rick noted that under the current provisions, we can only allocate money to the SPRTA member jurisdictions so there are edits to allow funding to transfer to Caltrans for projects on state highways. There are some additional edits for administrative changes to match current practice. We plan on taking this JPA agreement to the SPRTA Board in March. The proposed amendment has been sent to all agencies for their legal review. Each of the member jurisdictions will have to take it to their respective City Councils / Board of Supervisors for approval.

### **I-80 Auxiliary Lanes**

#### **(a) Roseville TCE Extension (George Cirby Park)**

David Melko explained that the temporary construction easements (TCE) for the I-80 Auxiliary Lanes project expire on May 6<sup>th</sup>. The parcels are owned by the City of Roseville. The project proceeded slower than anticipated, and we will not be able to complete the work by the May 6<sup>th</sup>

deadline. As such, the City of Roseville has agreed to amend the TCE to extend the completion date to May 1, 2026. This TCE Amendment is planned to go to their City Council on March 20, 2024. We will then take this Amendment to the SPRTA Board for approval on March 27<sup>th</sup>. The TAC concurred.

### **Other Items**

- Rick, along with Placer County and Rocklin staff informed the group that we will likely propose transferring a portion of the existing Placer Parkway Phase 1 allocation from the County to Rocklin. The Whitney Ranch/University Ave intersection is part of Placer Parkway Phase 1 but Rocklin wishes to construct the intersection improvements sooner than the Placer Parkway Phase 1 construction will occur. The transfer would allow Rocklin to construct it instead.
- February 28, 2024 SPRTA Board Meeting CANCELLED
- March 12, 2:00 PM: SPRTA TAC Meeting

The meeting was adjourned at approximately 5:00 PM.

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# SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

## Technical Advisory Committee Meeting Minutes

March 12, 2024 – 2:00 PM

**ATTENDANCE:** Matthew Medill, City of Lincoln  
Amber Conboy, Placer County  
Katie Jackson, Placer County  
Rich Moorehead, Placer County  
Kevin Ordway, Placer County  
Hunter Young, City of Rocklin  
Mark Johnson, City of Roseville

**STAFF:** Rick Carter  
Matt Click  
Mike Costa  
Jodi LaCosse  
David Melko  
Cory Peterson  
Solvi Sabol

### I-80 Auxiliary Lanes

a. **PG&E Quit Claim and Pipeline Disposition Agreement Approvals:** David Melko explained that there is a PG&E pipeline that crosses the freeway. This is an abandoned pipeline that has been filled with slurry. PG&E requires an agreement that transfers the pipeline and any interest in the pipeline over to the state. Caltrans has concerns with this transfer. We are working with PG&E and Caltrans on resolving this issue and working through the obligations of the parties. We will be coming back to the TAC with an update.

b. Roseville TCE Extension, George Cirby Park: David noted PCTPA cannot own property which is why this TCE Extension is coming before the SPRTA Board. He explained that a TCE is required for two Roseville parcels at George Cirby Park to (1) access and widen the I-80 bridge structure over Cirby Creek; and (2) perform grading and drainage improvements including construction of a new overland release structure.

After the City of Roseville and SPRTA approvals on April 7, 2021, and April 28, 2021, respectively, the TCE was recorded on April 29, 2021. Construction in this segment will not be completed by the anticipated date of May 3, 2024. Roseville and SPRTA have agreed to extend the completion date to May 1, 2026. A TCE qualifies as a temporary occupancy, and SPRTA is required to obtain a valuation of the affected party. Roseville has agreed to a valuation of \$0 for the TCE Amendment.

The TCE Amendment will go before the Roseville City Council for approval on March 20<sup>th</sup>. Staff recommends SPRTA approve the TCE Amendment and authorize the Executive Director to complete these transactions. The TAC concurred.

c. LOTA 23-01 Amendment #2 – Dokken Engineering: David explained that the PCTPA Board authorized the LOTA with Dokken for FY 2023/24 construction engineering support services. Amendment #1 transferred funds remaining from FY 2022/23 to current fiscal year. Amendment #2 is going before the PCTPA Board on consent and requests an increase in budget from \$200,971.79 to \$212,945.40 to address support services. This Amendment will not increase Dokken Engineering's Master Agreement total of \$598,270.33. Staff will be recommending the PCTPA Board approve Amendment #2. The TAC concurred with staff's recommendation.

### **SPRTA JPA Agreement Amendment**

Rick explained that staff will be bringing the JPA Agreement Amendment to the SPRTA Board in March with the request to send to the four SPRTA agencies for adoption by their respective Councils and Board of Supervisors. This amendment has been reviewed by the jurisdiction's legal counsels and there were no substantive changes. Rick highlighted the current amendments which include some minor administrative changes. In addition, it (1) changes the CCI from "April to April" to adopt *each July using the most currently available index*, (2) allows SPRTA to transfer funds to Caltrans for work on the state highway, and (3) allows for SPRTA funds be spent to *benefit* SPRTA districts. The TAC concurred with staff's recommendation.

### **Whitney Ranch/University Intersection Funding Change from Placer to Rocklin**

Rick explained that the County and Rocklin are discussing transferring some of the SPRTA Tier 2 funds from the County to Rocklin to allow Rocklin to move forward with a project which includes development and signaling an intersection. The plan is to identify Placer Parkway cost share and transfer to Rocklin. From a Tier 2 funding standpoint, SPRTA will expend the same dollar amount so there is no impact to SPRTA cashflows.

### **Other Items**

- a. Highway 49 ROW Status Report: Rick reported that PCTPA cannot own real property and as such SPRTA purchased ROW and easements for the Highway 49 Sidewalk Gap Closure Project. This was done with SPRTA Board approval in a Closed Session item. They requested that we come back to the SPRTA Board with final cost after the work is complete. This will go the SPRTA Board in March as informational item.
- b. March 27<sup>th</sup> @ 10:45 AM - SPRTA Board Meeting: Placer County Planning Commission Hearing Room, Auburn.
- c. April 9<sup>th</sup> @ 2:00 PM – SPRTA TAC

The meeting was adjourned at approximately 2:25 PM.

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