



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: April Miller,
Director of Public Works**

City Manager Approval: _____

TOPIC: FY 2023 LOCAL MEASURE A, AA AND B ALLOCATION

SUBJECT: RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE FUNDING AGREEMENT A-FY23-11 BETWEEN THE TRANSPORTATION AUTHORITY OF MARIN (TAM) AND THE CITY OF SAN RAFAEL, THEREBY AUTHORIZING THE RECEIPT OF AN ALLOCATION OF \$47,527 IN MEASURE A, \$440,653 IN MEASURE B, AND \$1,322,378 IN MEASURE AA FUNDING FOR FY 2022-2023.

RECOMMENDATION: ADOPT RESOLUTION

BACKGROUND: Marin County voters approved the authorizations of Measure A, Measure B, and Measure AA at the General Elections held on November 2, 2004, November 10, 2010, and November 6, 2018, respectively, thereby authorizing that the Transportation Authority of Marin (TAM) be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (Measure A renewed as AA) and vehicle registration fee (Measure B). These measures authorize TAM to administer Measure A, Measure AA, and Measure B funds for public right-of-way, multi-modal transportation projects identified by local agency public works directors and approved by their governing bodies.

As in past years, the City must approve a TAM funding agreement, in this case Agreement A-FY23-11, to release the Measure A, Measure AA and Measure B funds described above in the total amount of \$1,810,558 for FY 2022-23.

ANALYSIS: Public Works has utilized past Local Measure A, Measure AA and Measure B allocations for various public right-of-way capital projects. With Council’s approval, the current funding agreement will utilize the \$1,810,558 allocation for the following projects:

1. Spinnaker Point Drive Parking Modifications: Construction of angled parking along the north side of Spinnaker Point Drive to help increase available parking for this area. Sidewalk was realigned to allow for the angled parking to be installed and allow sufficient safety clearance for cars to exit.
 - \$1,100,000 total cost, all of which utilized TAM A, AA, and B funds.
2. Second and Fourth Street Intersection Improvement Project: An intersection Improvement project would reconfigure the streets, so they meet as a tee-intersection, shortening the

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

crossing distances and minimizing the number of crossings for pedestrians and bicycles. The five current legs would be reduced to three, shortening the wait times for all users here. The project would also complete the Class IV bikeway connection from West Street to West End, which is a critical connection listed as a top priority in the City's Bike and Pedestrian Master Plan. Other improvements include accessibility improvements, drainage, undergrounding of overhead electrical service, and the signalization of the intersection of West Crescent and Fourth Street providing safety and access improvements.

- \$5,100,000 total cost, of which \$710,558 will be utilized from TAM A, AA and B funds.

FISCAL IMPACT: This agreement provides \$1,810,558 in Measure A, Measure AA and Measure B funds, to be used for the projects described above. The receipt of these funds enables the City to utilize Gas Tax Fund (#206) resources for other equally important right-of-way projects.

OPTIONS: The City Council has the following options to consider relating to this matter:

1. Adopt a resolution to accept the funding agreement A-FY23-11 between TAM and the City of San Rafael, thereby authorizing the receipt of an allocation of \$47,527 in Measure A, \$440,653 in Measure B, and \$1,322,378 in Measure AA funding for FY 2022-23.
2. Do not adopt the resolution and provide further direction to staff.

RECOMMENDED ACTION: Adopt the resolution.

ATTACHMENT:

1. Resolution
2. A-FY23-11 Funding Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE FUNDING AGREEMENT A-FY23-11 BETWEEN THE TRANSPORTATION AUTHORITY OF MARIN AND THE CITY OF SAN RAFAEL, THEREBY AUTHORIZING THE RECEIPT OF AN ALLOCATION OF \$47,527 IN MEASURE A, \$440,653 IN MEASURE B AND \$1,322,378 IN MEASURE AA FUNDING FOR FY 2022-2023

WHEREAS, The voters of Marin County approved the authorizations of Measure A, Measure B, and Measure AA at the General Elections held on November 2, 2004, November 10, 2010, and November 6, 2018, respectively, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (Measures A and AA funds) and vehicle registration fee (Measure B funds); and

WHEREAS, Measures A, B, and AA proceeds will be used to pay for the Spinnaker Point Drive Parking Modifications Project and the Second and Fourth Street Intersection Improvement Project as outlined in the City of San Rafael's FY 2022-23 Expenditure Plans; and

WHEREAS, TAM has requested that the City approve Funding Agreement A-FY23-11 to release the City of San Rafael's FY 2022-2023 allocation of \$47,527 in Measure A, \$440,653 in Measure B, and \$1,322,378 in Measure AA funds; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute Funding Agreement A-FY23-11 between TAM and the City, authorizing the allocation to San Rafael of \$47,527 in Measure A, \$440,653 in Measure B, and \$1,322,378 in Measure AA funds, in a form to be approved by the City Attorney.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 1st day of May 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Lindsay Lara, City Clerk

TAM AGREEMENT A-FY23-11

**FUNDING AGREEMENT
BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
CITY OF SAN RAFAEL**

This AGREEMENT is made this _____ day of _____ 202___, by and between the Transportation Authority of Marin, hereinafter referred to as “TAM”, a local public agency, and the City of San Rafael, hereinafter referred to as “RECIPIENT”, a local public agency.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measures A, AA, and B, thereby authorizing that TAM be given the responsibility to administer the proceeds from a transportation sales tax (Measures A and AA) and a vehicle registration fee (Measure B), respectively, to fund transportation-related projects and programs in Marin County.
2. The proceeds will be used to pay for the programs and projects outlined in the Measures A, AA, and B Expenditure Plans and further guided by the Measures A, AA, and B Strategic Plans.
3. According to the Measures A and AA Expenditure Plans, local streets and roads funds are provided to local cities, towns, and Marin County (local agencies) to be used for any local transportation need, including streets and roads projects, local transit projects, bicycle pedestrian projects and other transportation uses.
4. According to the Measure B Strategic Plan, thirty-five percent (35%) of funds will be distributed to sponsors, under Element 1.1, for local streets maintenance and improvements.
5. Each project will be required to consider the needs of all roadway users and, where feasible, locally defined bicycle and pedestrian projects will be implemented at the time a roadway is improved.
6. Local priorities would be determined by each local agency's Public Works Director with approval of their governing board in a public meeting.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between TAM and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and TAM policies and conditions (EXHIBIT A). This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, approved through Resolution 2022-09 of TAM, in accordance with the requirements of TAM’s Measures A, AA, and B Expenditure Plans and Strategic Plans is made for the following

purposes identified in the RECIPIENT's Measures A, AA, and B Allocation Request Form (EXHIBIT B):

Local Infrastructure for All Modes

Additional information on project scope is included in the Measures A, AA, and B Allocation Request Form.

SECTION 4. GRANT

TAM hereby grants to the RECIPIENT the sum of \$1,810,558.00 as designated in Resolution No. 2022-09 (EXHIBIT D), approved June 23, 2022, which is included in this AGREEMENT by reference.

SECTION 5. COST ELIGIBILITY

Cost eligibility shall be determined by TAM's Expenditure Plan and Strategic Plan policies. Funds may be used for any local transportation need identified by the RECIPIENT's Public Works Director, including streets and roads projects, local transit projects, bicycle pedestrian projects and other transportation uses, as approved by the RECIPIENT's governing board. Where feasible, locally defined bicycle and pedestrian projects will be implemented in conjunction with a related roadway improvement. This could include safety improvements, pedestrian facilities including disabled access, or bicycle facilities such as bike lanes or signage.

SECTION 6. BUDGET AND SCOPE

RECIPIENT shall maintain a project or program budget. RECIPIENT shall carry out the project and shall incur obligations against and make disbursements of the grant in conformity with TAM's requirements and the budget.

SECTION 7. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with TAM's resolution allocating the grant unless otherwise agreed upon in writing.

SECTION 8. PROJECT OVERSIGHT

RECIPIENT shall cooperate with TAM's project management team and shall provide any requested project information.

SECTION 9. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of the TAM's role shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying TAM Funds (e.g., TAM and RECIPIENT's logos – "Your Measure AA Dollars at Work"). For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and TAM Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measures A, AA, and B disbursement for project expenses.

SECTION 10. PRESS RELEASES

RECIPIENT shall notify TAM in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection with grant funds expended from this AGREEMENT.

SECTION 11. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state, and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 12. ENVIRONMENTAL COMPLIANCE

RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements and reports, and memoranda of agreement) and comply with any conditions imposed as a part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in this AGREEMENT by reference. Recipient shall be responsible for obtaining all necessary environmental permits for performance of work.

SECTION 13. FINANCES

All costs charged to the project shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to TAM.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project shall be maintained by RECIPIENT for a period of five (5) years after the later of project closeout or termination of grant. Such project documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project.

SECTION 15. PAYMENT

TAM shall remit payment to RECIPIENT upon written request by the RECIPIENT after the execution of this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) and overhead costs will not be considered eligible expenses. Funds shall also be expended according to the applicable provisions of the Expenditure Plan and of the Public Utilities Code Section 180000 et seq.

TAM shall provide notice to RECIPIENT of any and all expenditures made by RECIPIENT which are not in compliance with this AGREEMENT or the Expenditure Plan promptly after TAM becomes aware of any such expenditures.

SECTION 17. AUDITS

TAM reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. TAM will give advance notice of the requirement. RECIPIENT shall permit TAM, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the project.

SECTION 18. THIRD PARTY CONTRACT AUDITS

TAM reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TAM.

SECTION 19. CLOSEOUT PROCEDURES AND PROJECT REPORT

RECIPIENT shall provide TAM a Project Report as shown in EXHIBIT C. This report shall include the total expenditures for the approved scope, revenues from all funding sources applied for the approved scope of work. RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system. RECIPIENT shall certify that the amounts sought are only for project elements included in the Allocation Request Form

SECTION 20. REPAYMENT OF INELIGIBLE COSTS

TAM reserves the right to offset RECIPIENT payback of ineligible costs against future grant approvals for this project or other projects in the Expenditure Plan for which RECIPIENT is the sponsoring agency.

SECTION 21. RIGHT TO WITHHOLD

If the above items are not provided to TAM by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, TAM may withhold funds for future allocations from RECIPIENT until RECIPIENT has corrected any noted deficiencies to TAM's satisfaction. While funds are being withheld, all interest on withheld funds shall be retained by TAM as an administrative fee.

SECTION 22. RESCISSION OF AUTHORIZATION OF FUNDS

TAM reserves the right to rescind its authorization of unneeded grant funds prior to, or at the time of, PROJECT closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout.

SECTION 23. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, TAM may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Expenditure Plan or Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the

AGREEMENT that significantly endangers substantial performance of the project shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay TAM any unexpended funds originally provided under this Agreement.

SECTION 24. CORRECTION OF BREACH

With respect to any breach which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by TAM.

SECTION 25. LIABILITY

Neither TAM nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify, and hold TAM harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, or jurisdiction delegated to RECIPIENT under this AGREEMENT.

Neither RECIPIENT nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, TAM shall fully defend, indemnify, and hold RECIPIENT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring in by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT.

In the event of concurrent negligence of RECIPIENT and TAM, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

SECTION 26. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

SECTION 27. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 28. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 29. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of TAM. None of RECIPIENT'S agents or employees shall be agents or employees of TAM.

SECTION 30. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 31. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of TAM or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 32. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use GRANT funds, or other TAM programmed funds, for the aforementioned purpose.

SECTION 33. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 34. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

EXHIBIT A: Conditions on Local Infrastructure for All Modes

EXHIBIT B: Allocation Request Form

EXHIBIT C: Project Report (Sample Format)

EXHIBIT D: TAM Board Resolution 2022-09

SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept TAM's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

City of San Rafael:

Transportation Authority of Marin (TAM):

By: _____

By: _____

Anne Richman, Executive Director

Print Name

Print Title

Approved as to form (optional):

By: _____
City of San Rafael, Attorney

Print Name

Exhibit A

Conditions on Local Infrastructure for All Modes

Recipient agrees that it shall:

1. Agree to the formula used in the allocation of the funds as reflected in the respective Expenditure Plans and agree to the use of the State Department of Finance Estimates of Population figures (Report E-1, updated each May) for California cities and counties for the biennial update of the allocation formula.
2. Set up an appropriate system of interest-bearing accounts and reporting for funds received. The accounting system shall provide adequate internal controls and audit trails to facilitate a periodic compliance audit for the funds which shall be maintained for the duration of the Agreement plus five years after discharge.
3. Provide TAM with the number of maintained road miles within Recipient's jurisdiction which shall be consistent with the miles reported to state and federal agencies and that contained in the Recipient's pavement management system. Recipient shall provide TAM with the number of maintained road miles biennially, even if there were no changes in the number of miles.
4. In the event Recipient's expenditures in a fiscal year are less than the amount the Recipient has received, provide an explanation of why the revenues exceeded expenditures and how the Recipient plans to allocate the funds to future projects.
5. Within 60 working days of the end of each fiscal year, provide a Project Report for projects upon which funds were expended. The Project Report shall show the amount spent in that reporting year, including the total estimated project costs, the total expenditures to date, a brief description (including digital photographs) and location of the projects, and the benefits to be realized from said project (see Project Report, Exhibit C). The Report must also include a description and photograph of TAM signage and the number of signs posted.
6. As part of the Project Report, include a statement signed by the Recipient's Public Works Director, certifying the Report's compliance with the provisions of this AGREEMENT. A resolution by the Recipient's governing board approving the project in a public meeting should be attached to the Report.
7. Provide updated and accurate information (including digital photographs of the projects before, during and after construction) for TAM's website, highlighting projects or programs in which funds received by Recipient have been used.
8. Provide updated and accurate information on the Recipient's website, in order to inform the public, on how funds are being used in the Recipient's jurisdiction. Also provide a link on the Recipient's website to TAM's website.
9. Make available, upon request from TAM, Recipient's administrative officer or designated staff to render a report or answer any and all inquiries in regard to its receipt, usage, and compliance audit findings of funds before the TAM Board.

10. If after the close of the third fiscal year, minimal or no funds have been expended on projects, TAM reserves the right to withhold the fifth year's funds allocation until the Recipient's allocation is drawn down.
11. Provide parcel land use information for the annual TAM transportation modeling update.
12. Provide evidence of Pavement Management System certification in accordance with section 2108.1 of the Streets and Highway Code. MTC requires cities and counties to submit pavement maintenance and rehabilitation projects for funding to utilize a Pavement Management Program.

Exhibit B

Transportation Authority of Marin Measures A and AA – Transportation Sales Tax Funds Measure B – Vehicle Registration Fee Funds

Allocation Request Form

Fiscal Year of Allocation: 2022/23

Expenditure Plan: Local Roads and Related Infrastructures

Implementing Agency: City of San Rafael

Project Name #1: Spinnaker Point Dr Parking Modifications

Scope of Work #1: Construction of angled parking along the north side of Spinnaker Point Drive to help increase available parking for this area. Sidewalk will be realigned to allow for the angled parking to be installed and allow sufficient safety clearance for cars to exit. Plan sheet is attached.

Cost of Scope #1: \$1,100,000 (total scope amount requested)

Project Name #2: Second and Fourth Street Intersection Improvement project

Scope of Work #2: This Intersection Improvement project would reconfigure the streets, so they meet as a tee-intersection, shortening the crossing distances and minimizing the number of crossings for pedestrians and bicycles. The five current legs would be reduced to three, shortening the wait times for all users here. The project would also complete the Class IV bikeway connection from West Street to West End, which is a critical connection listed as a top priority in the City's Bike and Pedestrian Master Plan. Other improvements include accessibility improvements, drainage, undergrounding of overhead electrical service, and the signalization of the intersection of West Crescent and Fourth Street providing safety and access improvements.

Cost of Scope #2: \$4,000,000 (of which \$710,558 will be utilized from TAM A, AA, B funds)

Total Costs: \$5,100,000

Measure AA Category 2.1 Funds Available Amount: \$1,322,378

Measure B Element 1.1 Funds Available Amount: \$440,653

Measure A Reserve Strategy 3.2 Funds Available Amount: 47,527

Total Requested Amount: \$1,810,558

Other Funding: \$3,289,442 in other funds, including local and Gas Tax

Exhibit C

Project Report (sample format)

(due within 60 days of the end of each fiscal year)

Amount spent in this reporting year -

Total estimated project costs

Total expenditures to date

Project locations and descriptions

(please provide digital photographs for each project)

Benefits realized from project(s)

TAM signage:

Number of signs posted:

Attach a statement, signed by the City Public Works Director, certifying the reports compliance with the provisions of the funding Agreement

Attach a resolution by the Governing Board approving the project(s)

Attach the project worksheet template (sample follows) for each project included in the Project Report.

Local Roadway Project Report, Part I

<i>Name of roadway:</i>
<i>Project limits:</i>
<i>Jurisdiction:</i>
<i>Description of maintenance project:</i>
<i>Roadway's Pavement Condition Index:</i>
<i>Date of last PCI Evaluation:</i>

Multi-Modal and Safety-Related Considerations

According to the Measures A, AA, and B Expenditure Plan, each local road project will be required to consider the needs of all roadway users. Where feasible, locally defined bicycle and pedestrian projects will be implemented at the time a roadway is improved. Improvements could include striping and signing for bicycle lanes and bikeways, sidewalk improvements, curb ramps, and other accessibility and safety improvements.

Please discuss, in the following three sections, considerations for multi-modal and safety-related improvements as a part of the local road maintenance project.

1. Safety Improvements: Describe safety-related improvements considered as a part of the project (refer to collision statistics, traffic volumes, roadway functional classification and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

2. Pedestrian and Disabled Persons Facilities: Describe pedestrian and ADA-related improvements considered as a part of the project (refer to pedestrian master plans, ADA transition plans, school and transit access considerations, and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

3. Bicycle Facilities: Describe bicycle-related improvements considered as a part of the project (refer to bicycle master plans and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

Exhibit D

TAM RESOLUTION NO. 2022-09

RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN FOR THE ALLOCATION OF \$9,273,969 IN TRANSPORTATION SALES TAX (MEASURE A AND MEASURE AA) AND VEHICLE REGISTRATION FEE (MEASURE B) FUNDS TO BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, ROSS, SAN ANSELMO, SAN RAFAEL, SAUSALITO, TIBURON, AND MARIN COUNTY

WHEREAS, The voters of Marin County approved the authorizations of Measure A, Measure B, and Measure AA at the General Elections held on November 2, 2004, November 10, 2010, and November 6, 2018, respectively, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (Measures A and AA funds) and vehicle registration fee (Measure B funds); and

WHEREAS, Measures A, B, and AA proceeds are used to pay for the programs and projects outlined in their respective Expenditure Plans; and

WHEREAS, TAM has developed Strategic Plans to provide guidance on implementing the Expenditure Plans; and

WHEREAS, The Measure A Strategic Plan programmed Measure A funds to the four strategies listed in the Expenditure Plan, including Strategy 3.2, Local Infrastructure for all Modes; and

WHEREAS, The Measure B Strategic Plan programs Measure B funds to three elements listed in the Expenditure, including Element 1.1, Maintenance of Local Streets; and

WHEREAS, The Measure AA Strategic Plan programs Measure AA funds to the four categories listed in the Expenditure Plan, including Category 2.1, Maintain and Manage Local Roads; and

WHEREAS, Measure A funds for Strategy 3.2, Measure B funds for Element 1.1, and Measure AA funds for Category 2.1 are programmed under the respective Strategic Plans to Marin County and the cities or towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon for local infrastructure improvement projects that are prioritized by the respective Public Works Directors; and

WHEREAS, Measure A funds for Strategy 3.2, Measure B funds for Element 1.1, and Measure AA funds for Category 2.1 can be used for street and road projects, local transit projects, and bicycle and pedestrian projects; and

WHEREAS, Infrastructure improvement projects funded with Measure A funds for Strategy 3.2, Measure B funds for Element 1.1, and Measure AA for Category 2.1 will be approved by the County's and Cities' governing boards at public meetings, and

WHEREAS, The project sponsors are requesting funds that have been accumulated for FY 22/23; and

WHEREAS, These allocations are consistent with the Measure A, Measure B, and Measure AA Strategic Plans; and

WHEREAS, There are sufficient funds in the Strategy 3.2, Element 1.1, and Category 2.1 line-items of the TAM’s approved FY 22/23 Budget to cover the proposed action; and

WHEREAS, After reviewing the requests in coordination with project sponsors, TAM staff recommends allocating \$243,441 in Measure A funds, \$2,257,096 in Measure B funds, and \$6,773,432 in Measure AA funds as requested; now, therefore, be it

RESOLVED, That the Transportation Authority of Marin hereby allocates a total of \$243,441 in Measure A funds, \$2,257,096 in Measure B funds, and \$6,773,432 in Measure AA funds for eligible projects under Strategy 3.2, Element 1.1, and Category 2.1, respectively, for FY 22/23 as shown in the following table; and be it further

	Measure A	Measure B	Measure AA	Total
Belvedere	\$2,378	\$22,044	\$66,154	\$90,576
Corte Madera	\$8,956	\$83,038	\$249,193	\$341,187
Fairfax	\$6,694	\$62,062	\$186,245	\$255,001
Larkspur	\$9,605	\$89,052	\$267,240	\$365,896
Mill Valley	\$13,750	\$127,488	\$382,584	\$523,822
Novato	\$43,931	\$407,317	\$1,222,338	\$1,673,586
Ross	\$2,547	\$23,613	\$70,861	\$97,021
San Anselmo	\$10,782	\$99,967	\$299,995	\$410,744
San Rafael	\$47,527	\$440,653	\$1,322,378	\$1,810,558
Sausalito	\$6,726	\$62,360	\$187,139	\$256,224
Tiburon	\$8,451	\$78,357	\$235,146	\$321,954
County	\$82,094	\$761,145	\$2,284,159	\$3,127,398
Total	\$243,441	\$2,257,096	\$6,773,432	\$9,273,969

RESOLVED, That the Transportation Authority of Marin finds the allocations of these funds to be in conformance with the priorities and funding levels established in the Measure A, Measure B, and Measure AA Expenditure Plans and the Measure A, Measure B, and Measure AA Strategic Plan Updates; and be it further

RESOLVED, That the Transportation Authority of Marin hereby authorizes the actual expenditure (cash reimbursement) of funds for these activities to take place subject to the Fiscal Year Cash Flow Distribution Schedule detailed in the attached Allocation Request Forms; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the Executive Director shall impose such terms and conditions as are necessary for the project sponsors to comply with applicable law and adopted Authority policies and execute Funding Agreements with the respective project sponsors to that effect; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.


PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 23rd day of June 2022, by the following vote:

AYES: Arnold, Carmel, Cleveland-Knowles, Colbert, Colin, Connolly, Cutrano, Fredericks, Hillmer, Kemnitzer, Kuhl, Lee, Rice

NOES:

ABSENT: Moulton-Peters

ABSTAIN: Eklund, Rodoni


Stephanie Moulton-Peters, Chair
Transportation Authority of Marin

ATTEST:



Jennifer Doucette
Clerk of the Board