

## BOARD OF DIRECTORS MEETING AGENDA

**Directors:** Tom Stallard (Chair, City of Woodland), Josh Chapman (Vice-Chair, City of Davis), Dawntè Early (City of West Sacramento), Lucas Frerichs (Yolo County), Jesse Loren (City of Winters), Matt Dulcich (UC Davis, ex-officio), Sukhi Johal (Caltrans, ex-officio)

This Board Meeting will be held in person at the location below. Members of the Board and public who wish to participate remotely may use the zoom link or phone number below.

### IN-PERSON INFORMATION

**Meeting Date:** Monday, April 10, 2023  
**Meeting Time:** 6:00 PM – **\*\*please note change of time\*\***  
**Meeting Place:** YoloTD Board Room, 350 Industrial Way, Woodland, CA 95776

### ZOOM INFORMATION

**Link:** <https://us06web.zoom.us/j/81573305113?pwd=VmFiZWNTSzZleVVGRVpmQ0swWnhpZz09>

**Phone Number:** (669) 900-6833  
**Webinar ID:** 815 7330 5113  
**Passcode:** 135087

All participants will be entered into the webinar as attendees.

YTD offers teleconference participation in the meeting via Zoom as a courtesy to the public. If no voting members of the YTD Board are attending the meeting via Zoom, and a technical error or outage occurs with the Zoom feed or Zoom is otherwise disrupted for any reason, the YTD Board reserves the right to continue the meeting without remote access.

The YoloTD Board of Directors encourages public participation in its meetings. Members of the public shall be given an opportunity to address the Board of Directors in person, remotely, and/or in writing. For more information on how to provide public comment, please see the section of this agenda entitled "Public Participation Instructions."

The Board reserves the right to take action on all agendized items at any time during the meeting, except for timed public hearings. Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YCTD Board.

Estimated Time		Agenda Item	Informational	Action Item
6:00 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County)		X

		(Nonvoting members: Caltrans, UCD)		
6:05	2.	Comments from public regarding matters <u>on the consent calendar</u> , or <u>items NOT on the agenda</u> but within the purview of YCTD. Please note, the Board is prohibited from discussing items not on the agenda.		

### **CONSENT CALENDAR**

6:10	3a.	Approve Agenda for April 10, 2023 meeting		<b>X</b>
	3b.	Approve YCTD Board Minutes for Regular Meeting of March 13, 2022 <b>(Cioffi)(pp 5-9)</b>		<b>X</b>
	3c.	Amend By-Laws to Affirm Change in Meeting Time and Other Current Practices <b>(Hood)(pp 10-22)</b>		<b>X</b>
	3d.	Approve Procedures for Remote Boardmember Participation in Meetings <b>(Hood)(pp 23-24)</b>		<b>X</b>
	3e.	Approve Board Resolution for 2022-2023 Low Carbon Transit Operations Program (LCTOP) Funding <b>(Williams)(pp 25-27)</b>		<b>X</b>
	3f.	Approve Amendment to Legal Services Contract with Law Office of Kirk E. Trost <b>(Abbanat) (pp 28-38)</b>		<b>X</b>

### **REGULAR CALENDAR**

6:15	4.	<b>Administrative Reports (Bernstein) (pp 39-42)</b> Discussion regarding subjects not specifically listed is limited to clarifying questions. a) Board Members' Verbal Reports b) Transdev's Verbal Report c) Executive Director's Verbal Report d) Receive 80 Managed Lanes Monthly Report e) Long-Range Calendar	<b>X</b>	
6:30	5.	Approve Resolution to Update and Extend Memorandum of Understanding with UC Davis and Sacramento Regional Transit for Causeway Connection (Route 138) Bus Service <b>(Bernstein/Levenson) (pp 43-61)</b>		<b>X</b>
6:45	6.	Downtown Woodland Transit Center Study <b>(Williams) (pp 62-98)</b>		<b>X</b>

Unless changed by the YoloTD board, the next meeting of the Board of Directors will be **May 8, 2023** at 6:00 pm in the YoloTD Board Room, 350 Industrial Way, Woodland, CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, April 7, 2023 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were FAXED or transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.

*Heather Cioffi*

Heather Cioffi, Clerk to the Board

## **Public Participation Instructions**

Members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Depending on the length of the agenda and number of speakers, the Board Chair reserves the right to limit the time each member of the public is allowed to speak to three minutes or less.

### **IN PERSON:**

Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on a table by the entrance to the meeting room.

### **ON ZOOM:**

If you are joining the meeting via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press \*9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment.

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### **IN ADVANCE OF THE MEETING:**

To submit a comment in writing, please email [public-comment@yctd.org](mailto:public-comment@yctd.org). In the body of the email, include the agenda item number and title with your comments. Comments submitted via email during the meeting shall be made part of the record of the meeting but will not be read aloud or otherwise distributed during the meeting. To submit a comment by phone in advance of the meeting, please call 530-402-2819 and leave a voicemail. Please note the agenda item number and title with your comments. All comments received by 4:00 PM on Monday, April 10, 2023 will be provided to the YCTD Board of Directors in advance.

## **Americans With Disabilities Act Notice**

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact Heather Cioffi, Executive Assistant, for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting should telephone or otherwise contact Heather Cioffi as soon as possible and preferably at least 24 hours prior to the meeting. Heather Cioffi may be reached at telephone number (530) 402-2819, via email at [hcioffi@yctd.org](mailto:hcioffi@yctd.org) or at the following address: 350 Industrial Way, Woodland, CA 95776.

# VISION, VALUES AND PRIORITIES



## Vision Statement

*The vision statement tells us what we intend to become or achieve.*

Provide seamless, sustainable mobility solutions to help Yolo communities thrive.



## Core Values

*A core value describes our individual and organizational behaviors and helps us to live out our vision.*

- We are transparent, inclusive and accountable to the public, stakeholders and partner agencies
- We are committed to addressing inequities and improving outcomes for our most vulnerable communities
- We prioritize environmental sustainability and climate resilience
- We value efficiency, innovation and responsible stewardship of public funds



## District-Wide Priorities

*Priorities align our vision and values with our implementation strategies.*

1. Provide transit service that is faster, more reliable and convenient.
2. Partner with member jurisdictions, community-based organizations and local, regional, state and federal agencies to identify and address the current and evolving mobility needs of Yolo County.
3. Coordinate, plan and fundraise to deliver a full suite of transportation projects and programs.



**BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT****350 Industrial Way, Woodland, CA 95776---- (530) 661-0816**

<b>Topic:</b> Approve YCTD Board Minutes for Regular Meeting of March 13, 2023	<b>Agenda Item#:</b> <b>Agenda Type:</b>	<b>3b</b> <b>Action</b>	
		<b>Attachments:</b>	<b>Yes</b> <b>No</b>
<b>Prepared By: H. Cioffi</b>		<b>Meeting Date: April 10, 2023</b>	

**RECOMMENDATION:**

Approve the Minutes for the Regular Meeting of March 13, 2023.

**March 13, 2023 BOARD MEETING MINUTES:****YOLO TRANSPORTATION DISTRICT****BOARD OF DIRECTORS MEETING****March 13, 2023****Yolo County Transportation District****350 Industrial Way, Woodland, CA 95776**

Vice-Chair Chapman called the meeting to order at 7:01 pm and requested roll call to determine quorum.

The following individuals were in attendance:

Board Member	Jurisdiction	In Attendance	Absent
Tom Stallard (Chair)	City of Woodland		X
Josh Chapman (Primary)	Davis	X	
Dawntè Early (Primary)	West Sacramento		X
Jesse Loren (Primary)	City of Winters	X	
Lucas Frerichs	Yolo County	X	
Matt Dulcich (Ex-Officio)	UC Davis	X	
Alex Padilla (Ex-Officio)	Caltrans	X	

YCTD staff in attendance were Executive Director Autumn Bernstein, Clerk to the Board Heather Cioffi, Courtney Williams, Erik Reitz, Daniel Gomez

Additional attendee(s) included: Kimberly Hood

Vice-Chair Chapman asked for public comments for items not on the agenda; Alan Hirsch and Lisa Whitaker provided public comments.

**Agenda Items 3a, 3b, 3c, 3d — Consent Calendar\***

*Item 3 is an action item.*

Vice-Chair Chapman asked if any directors or staff would like to remove anything off the consent calendar; there were no changes to the consent calendar agenda items.

Vice-Chair Chapman asked for a motion to approved items on the consent calendar; Director Frerichs made the motion, seconded by Director Loren to approve the following items on the Consent Calendar:

3a.	Approve Agenda for March 13, 2023 meeting
3b.	Approve YCTD Board Minutes for Regular Meeting of February 13, 2023
3c.	Resolution Authorization to Submit a Caltrans Sustainable Communities Transportation Planning Grant Program and Execute Agreement

Roll Call for Agenda Items 3a, 3b, 3c, 3d,— Consent Calendar
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AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard		X		Motion passed
Early		X		
Chapman	X			
Loren	X			
Frerichs	X			

**Agenda Item 4 — Administrative reports**

*Item 4 is a non-action item and for informational purposes only.*

Vice-Chair asked if there were any reports from board members; there were not.

Vice-Chair asked for the report from Transdev; a report was given, including the intention to hold a job fair for new drivers to apply.

Ms. Bernstein gave her oral report. This report included:

- Introducing staff members that haven't been seen in person
- Reminding the board that staff will be hosting a private tour for the Yolo 80 project

Ms. Bernstein reviewed the long range calendar focusing on the items coming up for April 2023 which includes

- Reviewing the public comments from Knights Landing.
- The Woodland Service Plan.
- Yolo 80 managed lanes update.
- Update on goals.

Vice-Chair Chapman asked for public comments for items not on the agenda; Alan Hirsch provided public comment.

**Agenda Item 5 — Status report on Route 42 service changes, including impacts to South Davis**

*Item 5 is a non-action item and for informational purposes only.*

Erik Reitz provided an update on the service route changes for route 42. Erik provided a historical overview of the changes that were made to the 42. This update included:

- Comments from riders in Davis.
- Reviewing improvements to the route with the Citizens Advisory Committee.

Mr. Reitz asked the board members for ideas for improvements on the service changes. Director Frerichs asked for a historical knowledge of how the changes were decided. Mr. Reitz responded that the changes came about from surveying the riders over a 6-month period. Mr. Reitz reviewed the information he had but also noted the plan as put in place before he came on board with YoloTD.

A robust discussion was had on the frequency of the route and the distance riders must walk to bus stops.

Vice-Chair Chapman asked for public comments for items not on the agenda; Anthony Palmere and Lisa Whitaker provided public comments.

Vice-Chair Chapman asked if there were any more comments from the board on this item; there were not.

#### **Agenda Item 6— Rebranding microtransit service from YOURride to BeeLine**

*Item 6 is an action item.*

Christopher Quan Le provided an update on the change from YOURride to BeeLine and the new microtransit brand identity.

Mr. Le provided a historical update on the rebranding process for the microtransit.

Mr. Le reviewed the changes to the new BeeLine concept.

Vice-Chair Chapman asked of the board had any questions. Matt Dulcich, ex-officio, asked how staff planned to connect the brand of BeeLine to YoloBus. Mr. Le reviewed the plans for marketing to ensure the connection.

Ms. Loren stated she enjoyed the new brand and the connection to the bees within the Yolo area.

Vice-Chair asked for public comment; Lisa Whitaker provided public comment.

Vice-Chair Chapman asked for board comment. Director Frerichs asked which cities made of the committee that worked on this project. Mr. Le answered that Woodland, Winters and West Sacramento were represented on the committee. Director Frerichs asked if the Citizens Advisory Committee provided input; the response was they did not.

Vice-Chair Chapman asked for a motion to approved item 5; Director Frerichs made the motion, seconded by Director Loren to approve the rebranding of the microtransit service:

Roll Call for Rebranding microtransit service from YOURride to BeeLine				
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AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard		X		Motion passed
Early		X		

Chapman	X		
Loren	X		
Frerichs	X		

### **Agenda Item 7 — Changes to Board meeting time and/or location**

*Item 7 is an action item.*

Ms. Bernstein gave a report on the survey that was sent to the board regarding the proposed changes to the board meeting location and time. Comments from the board members included:

- The board should continue to hold the board meetings at the YCTD office.
- Moving the meeting to 4 pm would potentially limit the public's ability to attend.
- 6 pm would be a more convenient time.
- The need for the website to be made more user-friendly when looking for board meeting materials and meeting times.
- The need to make sure the zoom link is working properly for members of the public that wish to participate remotely.

Vice-Chair Chapman asked for public comment; Alan Hirsch and Lisa Whitaker provided public comment.

Vice-Chair Chapman asked for comments from the board members. Comments included:

Vice-Chair Chapman asked for a motion to change the meeting time from 7pm to 6 pm; Director Loren made the motion, seconded by Vice-Chair Chapman to change the meeting time. The meeting location will remain at the YCTD office.:

Roll Call for Changes to Board meeting time and/or location
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AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard		X		Motion passed
Early		X		
Chapman	X			
Loren	X			
Frerichs	X			

### **Agenda Item 8 — Draft Zero Emission Bus Rollout Plan**

*Item 8 is a non-action item and for informational purposes only.*

Mr. Williams provided a report on YCTD's Zero Emission Bus rollout plan. The presentation included:

- Background - In December 2018, the California Air Resources Board (CARB) established the Innovative Clean Transit Regulation (ICT). Requires all public transit agencies to convert their bus fleet to zero emissions by 2040.
- A look at our current fleet of buses
- A review of our proposed purchase schedule stating that we will have purchased our replacement fleet by 2036, 4 years before the deadline.
- A look at our roll out timeline and tasks:
  - Task #1 discuss draft ZEB Rollout Plan elements with CAC and Board

- Task #2 complete ZEB Rollout Plan
- Task #3 present completed ZEB Rollout Plan to CAC and Board
- Task #4 Window to apply recommendations from Board and CAC and re-present
- Task #5 Send Board approved ZEB Rollout Plan to CARB for final approval

Mr. Williams reviewed questions from the Citizens Advisory committee which included the question what constitutes zero emissions technology? Mr. Williams responded that either fuel cell or battery electric buses qualify.

Vice-Chair Chapman asked for public comment; there were none.

**Agenda Item 9 — FY 2021/22 Year End Close and Audit Findings and Third Quarter Financial**

*Item 9 is a non-action item and for informational purposes only.*

Mr. Levenson provided an overview of the audit for the year ending in '22. The auditors commended staff for a clean and uncomplicated audit. There was one error found on a spreadsheet and YCTD is working on correcting this error.

Vice-Chair Chapman asked for public comment; Alan Hirsch provided public comment.

**Agenda Item 10 — Adjournment**

There being no further regular business, Vice-Chair Chapman took roll call to adjourn the meeting. The meeting was adjourned at 8:45 pm.

Roll Call for Changes to Board meeting time and/or location				
AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard		X		Motion passed
Early		X		
Chapman	X			
Loren	X			
Frerichs	X			

AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard		X		Motion passed
Early		X		
Chapman	X			
Loren	X			
Frerichs	X			

Respectfully submitted:

*Heather Cioffi*

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Heather Cioffi, Clerk to the Board

The recordings of the YCTD Board of Directors meeting can be viewed on our website at the following link: [Agenda & Minutes - Yolobus](#)



## BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Amend By-Laws to Affirm Change in Meeting Time and Other Current Practices	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>3c</b> <b>Action</b>
		<b>Attachments:</b> <input checked="" type="radio"/> <b>Yes</b> <input type="radio"/> <b>No</b>
<b>Prepared By: Kimberly Hood</b>		<b>Meeting Date: April 10, 2023</b>

### RECOMMENDATION:

Amend By-Laws of the Board of Directors to affirm recent decisions and current practices including:

- Meeting time is 6:00 pm instead of 7:00 pm
- The District may do business as Yolo Transportation District or YoloTD
- Board meetings are held at the Board meeting chambers at 350 Industrial Way in Woodland
- Other additions and wording changes to ensure consistency with current state law regarding remote participation in meetings

### BACKGROUND:

The By-Laws of the Board of Directors establish the rules, policies and procedures by which the Board conducts its business. The By-Laws were last updated in 2010. Since that time, the Board has made a number of changes to how it conducts business, including:

- Changing the location of the meetings to the YoloTD Board Chambers (Prior to the construction of the current building, meetings were held at Woodland City Hall);
- Establishing a brand for the District, which included dropping the word “County” from our name;
- Canceling the regular meeting in August;
- In response to the COVID-19 pandemic and ensuing state law changes, expanded the use of remote participation by the Boardmembers and the public;
- Most recently, changing the meeting time from 7 pm to 6 pm.

This update to the By-Laws codifies these changes.

### BUDGET IMPACT:

No impact.

THE BYLAWS OF THE  
BOARD OF DIRECTORS OF THE  
YOLO COUNTY TRANSPORTATION DISTRICT

Approved by the Board of Directors of the Yolo County Transportation District on ~~January 11,~~  
~~2010~~ April 10, 2023

ARTICLE I. BOARD OF DIRECTORS; DISTRICT NAME

A. The membership of the Board of Directors of the Yolo County Transportation District ("Board of Directors" or "Board") shall be comprised as set forth in the Yolo County Transportation District Act, Public Utilities Code §§ 60000 et seq. ("the Act"), as the Act may be amended from time to time.

B. In accordance with the Act, each voting member of the Board of Directors shall appoint one of its members to serve as a member and one member to serve as an alternate member of the Board. The alternate member shall serve only in the absence of the regular member.

C. The Yolo County Transportation District ("District") may also be referred to and do business as the "Yolo Transit District" or "YTD."

ARTICLE II. MEETINGS.

A. Regular meetings of the Board of Directors shall be held the second Tuesday of each month throughout the year commencing at the hour of 7:00 p.m., except that if the regular meeting day is a holiday, no meeting shall be held. Regular meetings may also be held on other days and times, as the business of the Yolo County Transportation District ("District") requires, upon approval of a majority of the Board. Unless otherwise determined by a majority of the Board, meetings shall be held in the District's Board Room, Woodland City Hall at 300 First Street, 350 Industrial Way in Woodland, California 95695-95776.

B. Special, adjourned, and emergency meetings of the Board of Directors may be held as allowed by law.

C. Meetings of the Board of Directors are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.). The Board may allow members to participate in meetings telephonically or virtually as allowed by the Ralph M. Brown Act, subject to any procedures that may be approved from time to time by a majority of the voting membership of the Board.

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D. To the extent not addressed herein, Rosenberg's Rules of Order shall be used for assistance or guidance on meeting parliamentary procedures.

E. Written minutes of each Board of Directors meeting shall be kept and such minutes shall be approved by the Board.

~~ARTICLE II.~~ ~~ARTICLE III.~~ OFFICERS.

A. The Board shall elect a Chair and a Vice-Chair at the first regular meeting in July of each calendar year to serve until the first regular meeting in July of the next succeeding calendar year. If the positions of Chair and Vice-Chair are both vacated at any time, the elections for the remainder of the terms shall be held at the next regularly scheduled meeting.

B. The Chair shall preside at all regular and special meetings. The chair shall preserve order and decorum and shall decide all questions of order and procedure not otherwise provided for in these Rules subject to the will of the majority of the ~~board~~ Board in attendance. The Chair shall be entitled to make or second any motion, discuss and present any matter as a member of the Board without having to step down from the Chair. The Chair may appoint committees from time to time for any purpose ~~he or she~~ that the Chair deems proper for the conduct of Board business. The Vice-Chair shall assume all duties of the Chair in the latter's absence from any meeting.

ARTICLE ~~IV~~. EXECUTIVE DIRECTOR.

A. The Board shall appoint an Executive Director to serve as administrative head of the District.

B. The duties of the Executive Director shall include:

1. All duties and responsibilities assigned, delegated or allowed by Federal, State and local law, rule, statute, regulation and/or ordinance to the administrative head of a State transportation district.

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2. All necessary liaison activities between the District and Federal, State and local public agencies relating to public transportation services within the geographical boundaries of Yolo County.

3. All necessary activities required by law to plan, organize, coordinate, direct and evaluate the activities of the District, including (a) the organization and administration of Board and committee meetings; (b) the development and management of the operating and capital budgets of the District; (c) the management of transportation-related projects; and (d) the performance of contract negotiations, monitoring and administration.

4. All personnel matters including the hiring, promotion, and disciplining of District staff, including employee termination consistent with Board adopted personnel policies and procedures and related labor agreements.

5. All duties and responsibilities necessary and required to carry out Board approved District purchasing policies.

6. All necessary activities related to Federal and State legislative matters concerning public transportation in the District.

7. All necessary activities required of the Secretary to the Board.

8. Such other duties and responsibilities as may be, from time to time, assigned or delegated by the District Board of Directors or as set forth in the Executive Director's employment agreement. To the extent there is a conflict between the duties authorized in these Bylaws and the Executive Director's employment agreement, the employment agreement shall control.

#### ARTICLE IV. LEGAL COUNSEL.

The Board shall appoint its legal counsel and shall determine the duties and responsibilities of its legal counsel.

#### ARTICLE VI. QUORUM.

No action of the Board shall be taken unless a quorum thereof is present. A majority of the entire voting membership of the Board shall constitute a quorum.

ARTICLE VII. VOTING.

A. Voice Vote. Subject to the will of a majority of the voting Board Members in attendance, the Chair may call for voting on a motion by voice vote without calling the roll provided no voting Board Members are participating telephonically or virtually. If any voting Board Member is participating telephonically or virtually, all votes shall be by roll call vote. The vote or abstention of each Board Member present for the action shall be reported in the meeting minutes.

B. Calling the Roll. Any voting member may call for a roll call vote.

C. Minimum vote. Except as may otherwise be required by State law and except as otherwise indicated in these Bylaws, no action or recommendation of the Board shall be valid unless three (3) voting Board Members concur therein.

D. Abstaining Vote. A vote to abstain is not to be construed as a vote for or against a motion.

ARTICLE VIII. STIPEND.

The voting members and nonvoting ex-officio member so the Board of Directors shall be paid a stipend of \$100.00 for each YCTD meeting actually attended where a quorum is present. An alternate shall be entitled to a stipend only if the appointed member is not present at the meeting and only one stipend per meeting shall be paid per jurisdiction. This stipend shall be effective as of July 1, 1997.

ARTICLE ~~IX~~<sup>IXV</sup>. COMMITTEES.

A. Subject to the will of a majority of the Board, the Chair, or the Vice-Chair in the Chair's absence, may establish such ad hoc committees as are determined necessary. These ad hoc committees shall be composed of no more than two members of the Board of Directors as selected by the Chair, ~~and~~ and such other persons, including District staff and public members as selected by the Board, ~~may serve as advisors or liaisons to such ad hoc committees.~~ Any establishment of an ad hoc committee shall specify the purpose of the committee, the length of

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time the committee shall serve and the times and methods by which the committees shall report to the Board.

B. There shall be two permanent committees of the District.

1. One permanent committee shall be the Technical Advisory Committee which shall be composed of the public works directors and community development directors, or their respective designees, of each member jurisdiction as well as one representative of the Yolo-Solano Air Quality Management District, one representative of Caltrans, one representative of SACOG, one representative of each from Unitrans and ~~YoloBus~~, and any other public members as selected by the District Board. This committee shall be an advisory committee to the Board on technical matters related to specified transportation activities of the District as determined by the Board. Each member of this committee shall serve at the will of the Board. Meeting times and dates of this committee shall be established by a majority of the committee members. Written minutes of each meeting shall be kept.

2. The second permanent committee shall be the Citizen's Advisory Committee, which shall be composed of five members residing within the geographical boundaries of the District. This committee shall advise YCTD's Executive Director and the Board of Directors on fixed route transit and paratransit services and facilities affecting the District, including principles for route, schedule, and fare changes, and such other policy and service related matters which the YCTD Chair, Board of Directors, or Executive Director deem appropriate for committee consideration. Each member of this committee shall serve at the will and pleasure of the Board of Directors. This committee shall determine its regular meeting schedule. Written minutes of each meeting shall be kept.

**ARTICLE IX. BUDGET PROCESS.**

A. For each fiscal year (July 1 to June 30), the Board shall adopt a District budget for capital and operating expenses, as well as capital and operating revenues. Each member jurisdiction shall be financially responsible for its share of obligations incurred by the District on the member jurisdiction's behalf.

B. The Executive Director shall introduce a proposed budget by April 30 of each year. Copies of this proposed budget shall be provided to the administrative head of each member jurisdiction for review. Any requests for changes in that proposed budget shall be presented in writing to the Executive Director no later than May 30.

C. All requests for changes in the proposed budget submitted by member jurisdictions shall be presented to the Board. The Board shall adopt at least a preliminary budget by June 30 which

shall serve as the tentative District budget pending adoption of a final budget. A final budget shall be adopted no later than August 30 of each year.

D. ~~In the event that~~ any member jurisdiction disputes the expenses and revenues set forth in a proposed, preliminary or final budget, then the Chair shall appoint an ad hoc committee of Board members and the Executive Director to meet with the administrative head, or designee, of the disputing member jurisdiction in an effort to resolve the dispute. This committee shall report back to the Board at the Board's next meeting. If the dispute remains unresolved following the meeting between the committee and the administrative head, or designee, and following Board consideration of the committee report, then the decision of the Board shall be final.

#### ARTICLE XI. RESOLUTIONS.

Resolutions of the Board may be adopted conditionally and referred to the District Executive Director for drafting in the proper form. Resolutions shall be numbered consecutively and annually and copies thereof shall be maintained by the Secretary to the Board Members and made available to the Public. A copy of each Resolution shall be delivered to each Board Member.

#### ARTICLE XII. APPEALS

- A. All Board decisions are final. A motion to reconsider action taken by the Board may be made only on the day the action was taken. The motion to reconsider may be made only by a Board member who voted with the prevailing side. This does not prevent a Board member from making or remaking the same or any other motion at a subsequent meeting of the Board.
- B. Any judicial review of a Board decision shall be undertaken within the time limits established by law including those set forth in Government Code Section 1094.6.

#### ARTICLE XIII. AMENDMENT OF BYLAWS.

These bylaws may be amended at any regular meeting of the Board upon the affirmative vote of at least three (3) voting members.

## Attachment A

### THE BYLAWS OF THE BOARD OF DIRECTORS OF THE YOLO COUNTY TRANSPORTATION DISTRICT

*Approved by the Board of Directors of the Yolo County Transportation District on April 10, 2023*

#### ARTICLE I. BOARD OF DIRECTORS; DISTRICT NAME

- A. The membership of the Board of Directors of the Yolo County Transportation District ("Board of Directors" or "Board") shall be comprised as set forth in the Yolo County Transportation District Act, Public Utilities Code §§ 60000 et seq. ("the Act"), as the Act may be amended from time to time.
- B. In accordance with the Act, each voting member of the Board of Directors shall appoint one of its members to serve as a member and one member to serve as an alternate member of the Board. The alternate member shall serve only in the absence of the regular member.
- C. The Yolo County Transportation District ("District") may also be referred to and do business as the "Yolo Transportation District" or "YoloTD."

#### ARTICLE II. MEETINGS.

- A. Regular meetings of the Board of Directors shall be held the second Tuesday of each month throughout the year commencing at the hour of 6:00 p.m., except that if the regular meeting day is a holiday, no meeting shall be held. The regular meeting in August may be canceled, upon approval of a majority of the Board. Regular meetings may also be held on other days and times, as the business of the Yolo County Transportation District ("District") requires, upon approval of a majority of the Board. Unless otherwise determined by a majority of the Board, meetings shall be held in the District's Board Room at 350 Industrial Way in Woodland, California 95776.
- B. Special, adjourned, and emergency meetings of the Board of Directors may be held as allowed by law.
- C. Meetings of the Board of Directors are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.). The Board may allow members to participate in meetings telephonically or virtually as allowed by the Ralph M. Brown Act, subject to any procedures that may be approved from time to time by a majority of the voting membership of the Board.

## Attachment A

- D. To the extent not addressed herein, Rosenberg's Rules of Order shall be used for assistance or guidance on meeting parliamentary procedures.
- E. Written minutes of each Board of Directors meeting shall be kept and such minutes shall be approved by the Board.

### **ARTICLE III.                    OFFICERS.**

A.        The Board shall elect a Chair and a Vice-Chair at the first regular meeting in July of each calendar year to serve until the first regular meeting in July of the next succeeding calendar year. If the positions of Chair and Vice-Chair are both vacated at any time, the elections for the remainder of the terms shall be held at the next regularly scheduled meeting.

B.        The Chair shall preside at all regular and special meetings. The chair shall preserve order and decorum and shall decide all questions of order and procedure not otherwise provided for in these Rules subject to the will of the majority of the Board in attendance. The Chair shall be entitled to make or second any motion, discuss and present any matter as a member of the Board without having to step down from the Chair. The Chair may appoint committees from time to time for any purpose that the Chair deems proper for the conduct of Board business. The Vice-Chair shall assume all duties of the Chair in the latter's absence from any meeting.

### **ARTICLE IV.        EXECUTIVE DIRECTOR.**

A.        The Board shall appoint an Executive Director to serve as administrative head of the District.

B.        The duties of the Executive Director shall include:

1.        All duties and responsibilities assigned, delegated or allowed by Federal, State and local law, rule, statute, regulation and/or ordinance to the administrative head of a State transportation district.

2.        All necessary liaison activities between the District and Federal, State and local public agencies relating to public transportation services within the geographical boundaries of Yolo County.

3.        All necessary activities required by law to plan, organize, coordinate, direct and evaluate the activities of the District, including (a) the organization and administration of Board and committee meetings; (b) the development and management of the operating and capital budgets of the District; (c) the management of transportation-

## Attachment A

related projects; and (d) the performance of contract negotiations, monitoring and administration.

4. All personnel matters including the hiring, promotion, and disciplining of District staff, including employee termination consistent with Board adopted personnel policies and procedures and related labor agreements.

5. All duties and responsibilities necessary and required to carry out Board approved District purchasing policies.

6. All necessary activities related to Federal and State legislative matters concerning public transportation in the District.

7. All necessary activities required of the Secretary to the Board.

8. Such other duties and responsibilities as may be, from time to time, assigned or delegated by the District Board of Directors or as set forth in the Executive Director's employment agreement. To the extent there is a conflict between the duties authorized in these Bylaws and the Executive Director's employment agreement, the employment agreement shall control.

### **ARTICLE V. LEGAL COUNSEL.**

The Board shall appoint its legal counsel and shall determine the duties and responsibilities of its legal counsel.

### **ARTICLE VI. QUORUM.**

No action of the Board shall be taken unless a quorum thereof is present. A majority of the entire voting membership of the Board shall constitute a quorum.

### **ARTICLE VII. VOTING.**

A. Voice Vote. Subject to the will of a majority of the voting Board Members in attendance, the Chair may call for voting on a motion by voice vote without calling the roll provided no voting Board Members are participating telephonically or virtually. If any voting Board Member is participating telephonically or virtually, all votes shall be by roll call



## Attachment A

vote. The vote or abstention of each Board Member present for the action shall be reported in the meeting minutes.

B. Calling the Roll. Any voting member may call for a roll call vote.

C. Minimum vote. Except as may otherwise be required by State law and except as otherwise indicated in these Bylaws, no action or recommendation of the Board shall be valid unless three (3) voting Board Members concur therein.

D. Abstaining Vote. A vote to abstain is not to be construed as a vote for or against a motion.

### **ARTICLE VIII. STIPEND.**

The voting members and nonvoting ex-officio member so the Board of Directors shall be paid a stipend of \$100.00 for each YCTD meeting actually attended where a quorum is present. An alternate shall be entitled to a stipend only if the appointed member is not present at the meeting and only one stipend per meeting shall be paid per jurisdiction. This stipend shall be effective as of July 1, 1997.

### **ARTICLE IX. COMMITTEES.**

A. Subject to the will of a majority of the Board, the Chair, or the Vice-Chair in the Chair's absence, may establish such ad hoc committees as are determined necessary. These ad hoc committees shall be composed of no more than two members of the Board of Directors as selected by the Chair; and such other persons, including District staff and public members as selected by the Board, may serve as advisors or liaisons to such ad hoc committees. Any establishment of an ad hoc committee shall specify the purpose of the committee, the length of time the committee shall serve and the times and methods by which the committees shall report to the Board.

B. There shall be two permanent committees of the District.

1. One permanent committee shall be the Technical Advisory Committee which shall be composed of the public works directors and community development directors, or their respective designees, of each member jurisdiction as well as one representative of

## Attachment A

the Yolo-Solano Air Quality Management District, one representative of Caltrans, one representative of SACOG, one representative of each from Unitrans and YoloBus, and any other public members as selected by the District Board. This committee shall be an advisory committee to the Board on technical matters related to specified transportation activities of the District as determined by the Board. Each member of this committee shall serve at the will of the Board. Meeting times and dates of this committee shall be established by a majority of the committee members. Written minutes of each meeting shall be kept.

2. The second permanent committee shall be the Citizen's Advisory Committee, which shall be composed of five members residing within the geographical boundaries of the District. This committee shall advise YCTD's Executive Director and the Board of Directors on fixed route transit and paratransit services and facilities affecting the District, including principles for route, schedule, and fare changes, and such other policy and service related matters which the YCTD Chair, Board of Directors, or Executive Director deem appropriate for committee consideration. Each member of this committee shall serve at the will and pleasure of the Board of Directors. This committee shall determine its regular meeting schedule. Written minutes of each meeting shall be kept.

### **ARTICLE X. BUDGET PROCESS.**

A. For each fiscal year (July 1 to June 30), the Board shall adopt a District budget for capital and operating expenses, as well as capital and operating revenues. Each member jurisdiction shall be financially responsible for its share of obligations incurred by the District on the member jurisdiction's behalf.

B. The Executive Director shall introduce a proposed budget by April 30 of each year. Copies of this proposed budget shall be provided to the administrative head of each member jurisdiction for review. Any requests for changes in that proposed budget shall be presented in writing to the Executive Director no later than May 30.

C. All requests for changes in the proposed budget submitted by member jurisdictions shall be presented to the Board. The Board shall adopt at least a preliminary budget by June 30 which shall serve as the tentative District budget pending adoption of a final budget. A final budget shall be adopted no later than August 30 of each year.

D. In the event that any member jurisdiction disputes the expenses and revenues set forth in a proposed, preliminary or final budget, then the Chair shall appoint an ad hoc committee of Board members and the Executive Director to meet with the administrative head, or designee, of the disputing member jurisdiction in an effort to resolve the dispute. This committee shall report back to the Board at the Board's next meeting. If the dispute remains unresolved following the

## Attachment A

meeting between the committee and the administrative head, or designee, and following Board consideration of the committee report, then the decision of the Board shall be final.

### **ARTICLE XI. RESOLUTIONS.**

Resolutions of the Board may be adopted conditionally and referred to the District Executive Director for drafting in the proper form. Resolutions shall be numbered consecutively and annually and copies thereof shall be maintained by the Secretary to the Board Members and made available to the Public. A copy of each Resolution shall be delivered to each Board Member.

### **ARTICLE XII. APPEALS**

- A. All Board decisions are final. A motion to reconsider action taken by the Board may be made only on the day the action was taken. The motion to reconsider may be made only by a Board member who voted with the prevailing side. This does not prevent a Board member from making or remaking the same or any other motion at a subsequent meeting of the Board.
- B. Any judicial review of a Board decision shall be undertaken within the time limits established by law including those set forth in Government Code Section 1094.6.

### **ARTICLE XIII. AMENDMENT OF BYLAWS.**

These bylaws may be amended at any regular meeting of the Board upon the affirmative vote of at least three (3) voting members.

## BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

<b>Topic:</b> Procedures for Remote Boardmember Participation in Meetings	<b>Agenda Item#:</b> <b>Agenda Type:</b>	<b>3d Action</b>	
		<b>Attachments:</b>	<b>Yes</b> <b>No</b>
<b>Prepared By: H. Cioffi</b>		<b>Meeting Date: April 10, 2023</b>	

### RECOMMENDATION:

Approve the procedures for remote boardmember participation in meetings

### BACKGROUND:

#### PROCEDURES FOR REMOTE PARTICIPATION BY BOARD MEMBERS

##### *Traditional Brown Act Teleconferencing Rules*

Under traditional Brown Act rules, meeting participants and the general public are in person. Teleconferencing may be used as a method for conducting meetings, but the teleconference meeting must comply with the following requirements:

- At least a quorum of the voting Board members must participate from locations within the District's jurisdiction;
- Each teleconference location must be identified in the notice and agenda of the meeting, so Board members requesting to participate must provide notice of the remote location before the agenda is posted;
- Agendas must be posted at each teleconference location;
- **Each location must be accessible to the public, meaning the public must be able to attend that location with the member remotng in;**
- The agenda must provide the opportunity for the public to address the Board directly at each teleconference location; and
- All votes must be by roll call.

##### *New AB 2449 Rules*

AB 2449 modifies the Brown Act for a hybrid model of physical and virtual access to public meetings and requires equal participation for in-person as well as remote participants without requiring that the Board member participating remotely post the agenda or make the remote location available to the public, as is required under the traditional Brown Act teleconference rules.

##### AB 2449 Requirements:

- A quorum of the voting Board members be in-person from a single location within the District.
- A member may attend virtually for either "just cause" or "emergency circumstances," as further described below.
- Members are limited to **two** virtual attendances based on "just cause" or "emergency circumstances" per calendar year.

- The Board member participating remotely must participate through both audio and visual technology (cameras must be on) and publicly disclose if any individuals 18 years or older are present in the room and the general nature of the relationship with those individuals.
- If a board member is participating remotely and if the meeting broadcast is disrupted, the Board is prohibited from taking action on agenda items until public access is restored. If virtual access to Board meetings is made available to the public as a courtesy but Board members are not participating remotely pursuant to AB 2449, the meeting need not be stopped and the Board may take action on agenda items.

#### **“Just cause”**

- Qualifying “just cause” reasons include childcare or caregiving (for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner), a contagious illness, a defined physical or mental disability that cannot be accommodated, or traveling while on official business.
- Notification Requirement: The Board member must notify the Executive Director of the need for remote participation as soon as possible before the meeting starts and provide a general description of the circumstances justifying their virtual attendance. Board approval of the request to appear remotely for “just cause” is not required.

#### **“Emergency circumstances”**

- Qualifying “emergency circumstances” reasons are broadly defined as “a physical or family medical emergency that prevents a member from attending the meeting in person.” Again, medical diagnosis or disability that is already exempt from disclosure do not need to be disclosed publicly.
- Notification and Board Action Requirement: A request to participate remotely due to “emergency circumstances” must be approved by the Board. The request must include a general description or justification without disclosing confidential health related information. A separate request is required for each meeting that the member would like to attend remotely under “emergency circumstances.”
  - If the emergency request occurs after the agenda is posted, the Board may consider and take action on that request at the start of the meeting pursuant to Government Code section 54954.2(b)(4). A simple majority vote of the voting Board members is required to approve such a request.

Agendas do not need to be posted at each teleconference location if a Board member is participating remotely pursuant to AB 2449.

YoloTD staff shall track Board attendance under AB 2449 to monitor compliance with the two meeting per calendar year limit.



**BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT**  
**350 Industrial Way, Woodland, CA 95776---- (530) 661-0816**

<b>Topic:</b> Approve Board Resolution for 2022-2023 Low Carbon Transit Operations Program (LCTOP) Funding	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>3e</b>  <b>Action</b>
		<b>Attachments:</b> <b>Yes</b> <b>No</b>
<b>Prepared By:</b> Courtney Williams		<b>Meeting Date:</b> April 10th, 2023

**RECOMMENDATION:**

Approve Board Resolution for the 2022-23 state fiscal year authorizing the Executive Director to encumber \$462,838 in funding from the Low Carbon Transit Operations Program that will be used to purchase zero-emission buses and charging infrastructure.

**BACKGROUND:**

The Low Carbon Transit Operations Grant Program (LCTOP) is an annual formula-based grant program administered by the California Department of Transportation. The program is only eligible to transit agencies located and operating service within California that are eligible to receive TDA funds. Eligible project criteria for LCTOP include:

- Transit capital infrastructure projects or transit vehicle procurements that result in a greenhouse gas (GHG) reduction;
- Transit operations that result in a GHG reduction; and
- Transit projects that provide a benefit to disadvantaged communities, low-income communities, and low-income households.

To meet the requirements of the California Air Resources Board's ICT (spell out) regulation, YoloTD is in the process of developing our Zero Emission Bus Rollout Plan, to be finalized by June 2023. While the full cost of implementing the plan is still under development, we know the cost will be significant.

Therefore, we propose to set aside funds from LCTOP for the 2022-2023, 2023-2024, 2024-2025, 2025-2026, fiscal years to contribute toward the purchase of zero-emission buses with charging infrastructure. Including the current 2022-2023 allocation, we expect to receive approximately \$500,000 per fiscal year through 2025-2026. The total estimated funds to be accrued from LCTOP will be ~\$2.1 million dollars.

Between now and 2025, we will plan the detailed infrastructure upgrades needed to house a full fleet of zero-emission buses, conduct a procurement to purchase two or more zero-emission buses, and work with our contractor Transdev to develop a training program to ensure our maintenance staff able to service and maintain the zero-emission vehicles.



## FY 2022-2023 LCTOP Board Resolution

(The following is sample language that must be included in your Board Resolution, necessary for execution of Certification and Assurances and Authorized Agent forms)

RESOLUTION #2023-07  
AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS  
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)  
FOR THE FOLLOWING PROJECT(S):  
(2022-2023 Yolo Transportation District Bus Procurement (Year 1 of 4) \$462,838

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

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

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

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

**WHEREAS**, the (Yolo Transportation District) wishes to delegate authorization to execute these documents and any amendments thereto to Autumn Bernstein, Executive Director.

**WHEREAS**, the (Yolo Transportation District) wishes to implement the following LCTOP project(s) listed above,

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

**NOW THEREFORE, BE IT FURTHER RESOLVED** that Autumn Bernstein, Executive Director be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the (Yolo Transportation District) that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2022-2023 LCTOP funds:



(Continued to next page)

## FY 2022-2023 LCTOP

**List project(s), including the following information:**

**Project Name:** (2022-2023 Yolo Transportation District Bus Procurement (Year 1 of 4)

**Amount of LCTOP funds requested:** \$462,838

**Short description of project:** Yolo Transportation District will procure two zero-emission battery electric buses and two charging stations.

**Benefit to a Priority Populations:** DAC, LIC, LIC 1/2

**Amount to benefit Priority Populations:** \$462,838

**Contributing Sponsors (if applicable):** Sacramento Area Council of Governments

**PASSED AND ADOPTED** by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, this 10th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Tom Stallard, Chair  
Board of Directors

ATTEST:

---

Heather Cioffi, Clerk  
Board of Directors

Approved as to Form:

---

Kimberly Hood, District Counsel

**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> Amendment to Legal Services Contract with Law Office of Kirk E. Trost	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>3f</b>
		<b>Action</b>
<b>Prepared By: Brian Abbanat</b>		<b>Attachments:</b> <input checked="" type="radio"/> <b>Yes</b> <input type="radio"/> <b>No</b>
		<b>Meeting Date: April 10, 2023</b>

**RECOMMENDATION:**

Approve a contract amendment with Law Office of Kirk E. Trost to continue providing legal counsel and advisory services for the I-80 Managed Lanes project.

**BACKGROUND:**

In December 2021, the Yolo TD Board approved a contract with Sloan, Sakai LLC to provide outside expertise to advise the staff and Board on issues related to the I-80 Managed Lanes project. In spring 2022, lead counsel, Mr. Kirk Trost left Sloan Sakai LLC to form his own law practice, for reasons unrelated to this project. In June, 2022, the YoloTD Board authorized staff to approve a contract with the Law Office of Kirk E. Trost to continue providing effective counsel for the project. The proposed contract amendment addresses two issues:

1. YoloTD has expended the original \$25,000 budget over the past 16 months. Staff proposes augmenting the budget to continue Mr. Trost's services.
2. Staff has requested supplemental services from Mr. Trost with respect to guidance in establishing a tolling governance structure for the I-80 Managed Lanes project.

The proposed amendment would augment the existing contract by \$50,000 with funding accommodated by savings in YoloTD's existing consulting budget, and extend the contract period through June 2024.

Attachments:

- Attachment A outlines the Supplemental scope of work under the contract amendment.
- Attachment B includes the December 2021 staff report.
- Attachment C is the current contract.

**BUDGET IMPACT:**

This contract amendment will be funded with savings on other contracts in the current (FY 22/23) budget.

## **ATTACHMENT A**

### **AMENDMENT #1 TO 12/2021 CONTRACT**

All terms and conditions of the original contract apply except:

- 1. Scope of Engagement.** Scope of work is augmented to include “Governance Structure” section, which may include all or some of the activities identified below.
- 2. Fees and Personnel.** The budget for this matter will not exceed \$75,000 through June 2024, unless extended and agreed to by the parties in writing.

#### **Governance Structure**

- Exploration and Education Phase
  - Interview Partners and Key Stakeholders
    - Objectives are to identify:
      - Key objectives for the governance process
      - Themes, concerns, and issues
      - Where points of consensus and potential disagreement exist
      - Preexisting positions and level of determination to particular outcomes
      - Openness to compromise
      - Trust levels among stakeholders
  - Develop Governance Options
    - Prepare white paper on governance structural paths and options
    - Options and analysis should consider the role, or potential role, of the governing authority:
      - Overseeing toll policy, operations, and revenue for the Yolo 80 tolled lanes
      - Future tolled lanes in the corridor and the SACOG region
      - Understanding the different roles to be considered—including who has CTC authority, who approves tolling policy, who has the oversight responsibilities, and who is conducting day-to-day operations.
  - Finalize structure for governance evaluation and recommendation
    - Determine the responsibilities of staff, consultants, and board
    - Determine process for giving direction through evaluation process—e.g., board meetings, ad hoc committee, steering committee, technical advisory committee
  - Develop criteria for narrowing governance options and finalize list of options for full evaluation
- Develop Decision-making Matrix and Analysis
  - Develop objectives and criteria for decision-making
  - Factors to consider
    - Existing organizations

- Interest
- Staff capacity and capability
- Level of trust
- Impact of new responsibilities on governance, organizational, and financial operations, and impact on functionality and people
  - Legal/political requirements
  - Financial resources and requirements
  - Complexity and cost to implement solutions
  - Tradeoffs between various options
  - Establishing the policy-making body
  - How best to facilitate communication
  - Staffing
  - Ability to achieve long range vision and goals
  - Flexibility
    - Potential for expansion for other corridor or network tolling
  - Ability to maintain high quality service
- Transition and/or creation issues
- Final Evaluation of Options
  - Prepare draft final evaluation
  - Meetings with partners and key stakeholders
  - Develop final recommendations

Very truly yours,

Kirk E. Trost  
Partner

These terms are accepted and agreed to as of the date of this letter.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Autumn Bernstein  
Executive Director

**BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT**

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

<b>Topic:</b> <b>Contract with Sloan Sakai LLC for Specialized Legal Services</b>	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5g</b> <b>Deliberation/*Action</b>	
		<b>Attachments:</b>	<div><div>Yes</div>No</div>
<b>Prepared By: A. Bernstein</b>		<b>Meeting Date: December 13, 2021</b>	

**RECOMMENDATION:**

Approve a contract with Sloan, Sakai, Yeung & Wong LLP to provide counsel on the I-80 Managed Lanes project.

**REASON FOR RECOMMENDATION:**

Due to the unprecedented and specialized nature of the I-80 Managed Lanes project for YCTD, staff recommends engaging outside expertise to advise the staff and Board on issues related to the project. Kirk Trost of Sloan, Sakai, Yeung & Wong LLP is uniquely qualified due to his experience as in-house counsel to the Sacramento Area Council of Governments (SACOG), where he advised the agency on matters related to interagency cooperation on a variety of transportation planning and funding matters, including highway projects involving Caltrans District 3.

At its November 19, 2021 meeting, the 80 Managed Lanes Ad Hoc Committee recommended approval of the contract. The draft contract (aka ‘engagement letter’) from Sloan Sakai is attached. The contract has been reviewed by YCTD counsel.

**BUDGET IMPACT:**

Attachment 1 proposes draft terms and conditions for this contract. There is no retainer fee; YCTD would pay by the hour for services provided. Staff proposes a not-to-exceed amount of \$25,000 through the end of this current fiscal year. This can be accommodated in our existing consulting budget.

## Attachment 1: Draft Engagement Letter from Sloan Sakai

### Draft Engagement Letter

Autumn Bernstein, Executive Director  
Yolo County Transportation District  
350 Industrial Way  
Woodland CA 95776

Re: Engagement of Legal Services

Dear Ms. Bernstein:

Thank you for retaining Sloan Sakai Yeung & Wong LLP (“SSYW”), to perform legal services in connection with I-80 Managed Lanes Project. We appreciate the opportunity to serve as your lawyers and look forward working with you on this matter.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We will provide legal services as requested in connection with the I-80 Managed Lanes Project. Our work is limited to such services. We will provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.
2. **Fees and Personnel.** As compensation for our services, my hourly fee will be based on my current preferred billing rate for the Sacramento Area Council of Governments (SACOG) at the time such services are rendered. The current hourly rate for SACOG is \$330/hour. A fee schedule for other staff is shown on Attachment 1.

I will be the partner in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. Hourly rates are subject to reasonable change, usually in January of each year.

The budget for this matter will not exceed \$25,000 through June 2022, unless extended and agreed to by the parties in writing.

3. **Billing and Payment Responsibilities.** We will send monthly invoices which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

SSYW charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client’s behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, court reporting/transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. SSYW also bills for time spent traveling on a client’s behalf at our normal hourly rates.



In addition, if SSYW is asked to contract directly with a non-SSYW consultant (e.g. expert witness or workplace investigator) on a client's behalf, a 2% contract administration fee will be added to the expert's or consultant's bill to cover SSYW's costs in administering the contract.

4. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent of for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **Post-Termination/Post-Project Services.** If you require additional services from SSYW after the termination of a project or after a project concludes, you agree to pay SSYW for any services rendered at the billing rates in effect at that time. Examples of such services include, but are not limited, responding to subpoenas or discovery, preparing for and providing testimony at a deposition, trial or hearing.
6. **Insurance.** During the term of this agreement, SSYW will maintain general liability and property damage insurance in the amount of \$1,000,000; lawyers professional liability insurance in an amount of \$2,000,000 per occurrence/\$4,000,000 aggregate; consultant (non-attorney) professional liability insurance in an amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. These policies will not be canceled, nor these limits reduced unless at least ten days advance written notice be given to you.
7. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
8. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
9. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
10. **Use of "Of Counsel" Independent Contractors.** Our firm maintains agreements with experienced "Of Counsel" attorneys who are not employees of SSYW, but are rather considered independent contractors. These Of Counsel attorneys may also practice law separate and apart from SSYW. Of Counsel attorneys are billed at the same rate, and meet the same exceptional performance standards, as comparable attorneys employed by SSYW. By signing this letter, you are consenting to SSYW's use of Of Counsel attorneys, if necessary for your representation.
11. **Document Retention/Destruction.** SSYW is endeavoring to be a "paperless" law firm. To that goal, SSYW attempts to minimize the generation and retention of documents. As a general rule, SSYW does not keep "hard" copies of pleadings, discovery, correspondence, or other documents associated with a project unless there is a need to maintain an original. Instead, documents are electronically scanned and maintained

on the firm's network system. If you would like to have hard copies of documents forwarded to you please let us know. You will of course have the right to an electronic copy of any document associated with your matter at any time. Once our representation ends for any particular matter, SSYW's policy is to maintain records for a period of five (5) years. If you wish to obtain a full copy of our records for any particular project, we ask that you inform us of that desire at the outset of the project or at its conclusion. Otherwise, any records associated with a particular project will be destroyed after five (5) years.

**12. Disclosure of and Consent to Potential Conflict.** As you are aware, and as we have discussed, SSYW represents the Sacramento Area Council of Governments (SACOG) as General Counsel. We also provide special counsel services to the City of West Sacramento (City) for real estate acquisitions.

We do not believe there is any conflict of interest in SSYW providing legal services to these entities and to the Yolo County Transportation District (YCTD). However, we are aware that SACOG and YCTD occasionally have funding agreements and other business transactions with each other, and that SSYW may be asked to advise SACOG on such matters. We are also aware that the positions of SACOG and YCTD could diverge on the Project. Due to this potential for a conflict of interest among or between these parties, SSYW is including this disclosure. We will also make a similar disclosure to SACOG.

With respect to the City, while we do not represent the City on any matters that relate to YCTD, we are aware that the positions of the City and YCTD could diverge on the Project and that such divergence could create the potential for a conflict of interest. Therefore, SSYW is including this disclosure. For the reasons stated below, we do not intend to make a disclosure to the City of West Sacramento at this time because our engagement with it does not include matters relating to the Project.

Conflicts of interest are governed by Rule 1.7 of California Rules of Professional Conduct. Rule 1.7 states that "[a] lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter." Further, under Section 1.7(b), "[a] lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests." Rule 1.7(d) states that the representation under Rule 1.7 is permitted only if there is compliance with 1.7(a) -1.7(c) and if:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

The Comments to Rule 1.7 state that 1.7(a) and 1.7(b) "apply to all types of legal representations, including the concurrent representation of multiple parties . . . in a single transaction or in some other common enterprise . . ."

Again, we have concluded no current conflict exists in our representation of YCTD, SACOG, and the City. We further attest to our belief that we will be able to provide competent and diligent representation to each of our clients. However, although remote, we do think the potential for conflict exists and that we should disclose the details of that potential.

#### Summary of Potential Conflict Issues

SACOG. As noted above, SACOG and YCTD have various business and funding arrangements. As SACOG's General Counsel, we may be asked to advise SACOG on such arrangements. In the event we

are asked to provide such advice, we will provide notice to you and seek a conflict waiver if appropriate. With respect to our specific representation of YCTD in connection with the I-80 Managed Lanes Project, SACOG has an interest in the Project as the Regional Transportation Planning Agency and the Metropolitan Planning Organization, with all the responsibilities that those designations entail. To date, SACOG and YCTD have acted collaboratively and with shared goals regarding the Project. Nevertheless, we also acknowledge that it is possible SACOG's and YCTD's interests concerning the Project could diverge. We believe the probability of such divergence is small. However, if such circumstances arose, we would immediately notify you; similarly, you should immediately notify us if you become aware of such circumstances. While we would discuss the circumstances and conflict with you and with SACOG, and the potential for a waiver exists, we would likely withdraw from representation of YCTD considering our longstanding relationship with SACOG.

City of West Sacramento. As noted, SSYW represents the City on certain real estate matters. We do not believe this representation presents a conflict of any kind. We do acknowledge, however, that a conflict could develop between the City and YCTD over the Project. We believe the probability of such conflict is small. However, in such circumstances, it is possible that a potential conflict could arise. As noted in Rule 1.7, even though the matters of representation are unrelated, in such circumstances the concern is that the lawyer's advocacy for one client could be comprised by the desire to satisfy another client. Therefore, similar to SACOG, if we become aware of divergence of positions on the Project by YCTD and the City of Sacramento, we would immediately notify you; again, you should immediately notify us if you become aware of such circumstances. In those circumstances, we would discuss the potential conflict with you and the City and seek a waiver if appropriate.

By signing below, YCTD consents to SSYW's concurrent representation of YCTD, SACOG, and the City, based on the above-mentioned disclosures.

Very truly yours,

Kirk E. Trost  
Partner

KET:ama  
Enclosures

cc: Billing Department  
Philip Pogledich  
Hope Welton

These terms are accepted and agreed to as of the date of this letter.

By: \_\_\_\_\_  
Autumn Bernstein  
Executive Director

ATTACHMENT 1

Public Sector Fee Schedule

Effective January 1, 2021 to December 31, 2021

Partners:	\$300 - \$450
Of Counsel:	\$265 - \$385
Senior Counsel:	\$275 - \$385
Associates:	\$215 - \$275
Law Clerks:	\$145 - \$185
Paralegals:	\$105 - \$175
Analysts	\$95 - \$135
Consultants:	\$160 - \$275

These rates are reviewed and may be adjusted annually, generally in January of each year.

## ATTACHMENT 2

### SLOAN SAKAI YEUNG & WONG LLP STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

**Professional Fees.** Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

**Billing and Payment Procedures.** Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, SSYW charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. SSYW also bills for time spent traveling on a client's behalf at our normal hourly rates.

**BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT****350 Industrial Way, Woodland, CA 95776---- (530) 661-0816**

<b>Topic:</b> Update contract for Yolo 80 Managed Lanes legal services	<b>Agenda Item#:</b>	<b>3f</b>
	<b>Agenda Type:</b>	<b>Action</b>
		<b>Attachments:</b> <div><b>Yes</b></div> <b>No</b>
<b>Prepared By: A. Bernstein</b>		<b>Meeting Date: June 6, 2022</b>

**RECOMMENDATION:**

Authorize staff to approve contract with Law Offices of Kirk Trost and terminate contract with Sloan Sakai LLC

**BACKGROUND:**

The Yolo 80 Managed Lanes project is an unprecedented project and key priority for YCTD, and one which requires specialized expertise. On December 13, 2021, the YCTD Board of Directors approved a contract with Sloan Sakai LLC to secure legal and advisory services of Kirk Trost, who has served as in-house counsel to the Sacramento Area Council of Governments (SACOG).

The contract with Sloan Sakai does not include a retainer fee; YCTD pays by the hour for services provided. A not-to-exceed amount of \$25,000 was approved by the Board. To date, \$5,577 has been paid to Sloan Sakai.

Recently, Kirk Trost left Sloan Sakai LLC and began his own law practice, for reasons unrelated to this project. To continue working with Mr. Trost, staff proposes to terminate the contract with Sloan Sakai and approve the attached contract with Law Offices of Kirk Trost.

The new contract retains all the provisions of the current contract, including the payment structure and not-to-exceed amount (less the amount already billed to Sloan Sakai), and extends its term through the end of December 2022.

The attached contract has been reviewed by District counsel, Hope Welton.

# BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

<b>Topic:</b> Yolo 80 Managed Lanes Project Update	<b>Agenda Item#:</b>	<b>4d</b>	
	<b>Agenda Type:</b>	<b>Informational</b>	
		<b>Attachments:</b>	<div>YesNo</div>
<b>Prepared By: B. Abbanat</b>		<b>Meeting Date: April 10, 2023</b>	

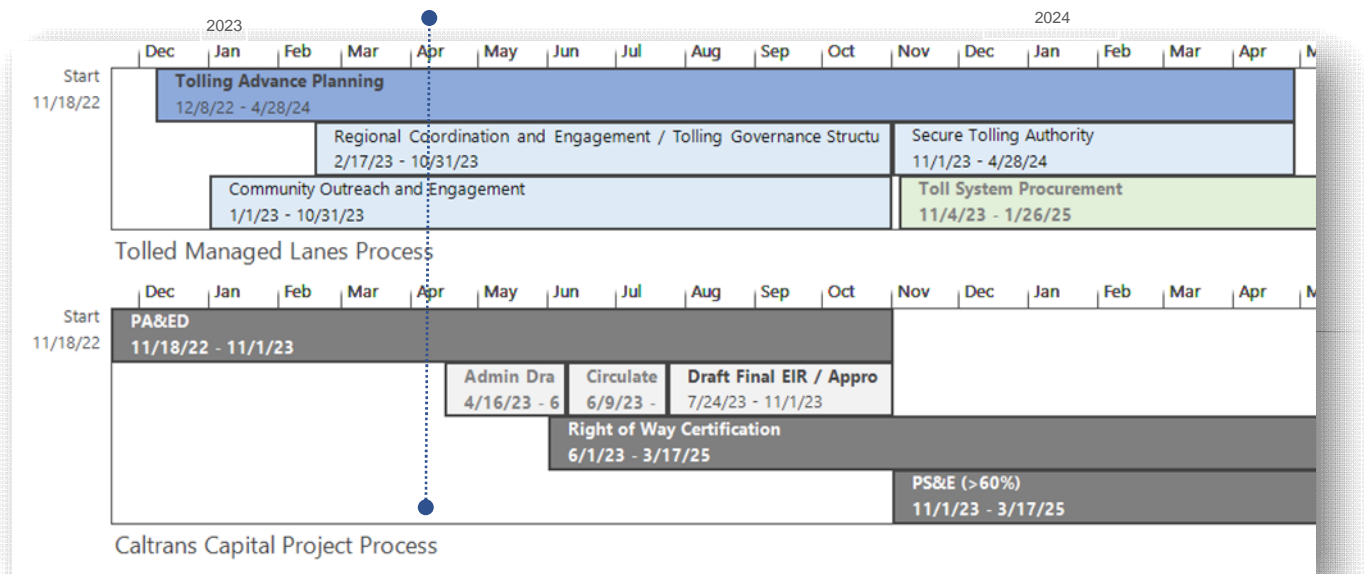
## RECOMMENDATION:

Informational. This staff report reflects the monthly written update on significant Yolo 80 Managed Lanes Project activities.

## BACKGROUND:

### Project Snapshot:

#### Near-Term Timeline



#### Cost/ Funding

Total Project Cost

Committed Funding

SB 1 Cycle 3 (TCEP) Request

SACOG 22/23 Transformative Program

YoloTD Non-Construction (TAP)

Caltrans Non-Construction

Caltrans Construction

#### Amount

\$207M + Mitigation

\$94M (\$86M INFRA, \$8M SACOG)

\$103M (uncommitted)

\$13M (uncommitted)

\$2M

\$1M

\$10M

<u>Phase</u>	<u>Date</u>
Environmental (PA&ED)	Winter 2023
Design Complete (PS&E)	Spring 2025
Construction Start (CON)	Summer 2025
Construction End (CON)	Fall 2027

## Tolling Advance Planning

### **Grant Activities**

*INFRA Grant:* YoloTD staff submitted a revised term sheet to FHWA, in coordination with Caltrans. The term sheet defines the project scope of work and enables YoloTD to obligate funding at the appropriate time. FHWA regional staff have raised concerns about the scope change from carpool lane to tolled lane and have alerted us they are flagging the issue for review by the Office of the Secretary of Transportation (OST). YoloTD staff have drafted a letter requesting a meeting with the Office of the Secretary to explain the scope change and make the case for OST to approve it.

### **Consultant Activities**

WSP is developing a back-office white paper with cost and risk drivers for different options in providing customer service and toll collections. This is an input to the program budget and needed for concept of operations and CTC application.

### **Meetings**

*Tolling Advance Planning Committee (YoloTD):* The monthly TAPC meeting scheduled for 4/3 was cancelled.

*VMT Mitigation Meetings (Caltrans, local agencies):* Staff has met several times over the past month with Caltrans and local agencies to discuss prospective VMT-reducing projects, including investments in transit and high-density housing near transit. These are being analyzed by Caltrans' consultants to quantify their VMT reduction effects and will feed into the environmental impact report.

*Regional Toll Policy Working Group:* YoloTD held its first meeting with regional agency stakeholders on 3/27 to discuss and seek alignment on high-level tolling policy assumptions and establishment of a tolling authority to operate the new tolled lanes in Yolo, with the potential to expand to other highways in the region. The meeting was attended by representatives of YoloTD, SACOG, Caltrans, Sacramento Transportation Authority, Placer County Transportation Planning Agency, and El Dorado Transportation Commission. The meeting was productive and all participants committed to working collaboratively to help meet project deadlines. Next meeting is expected to be scheduled in late April or early May.

### **March 17<sup>th</sup> Tour of Yolo Priority Transportation Projects**

On 3/17 Yolo TD hosted a guided bus tour of priority transportation projects in Yolo county. The tour included an on-board presentation of the County Road 98 project (Yolo County), an on-board community-produced short film and walking tour of the SR-128/I-505 Overcrossing (City of Winters), presentation and Yolo Causeway site visit for the Yolo 80 Managed Lanes Project (YoloTD), on-site presentation of the Davis Amtrak Station ADA Improvements and Grade-Separated Crossing (Capitol Corridor and City of Davis), and an on-board presentation of the Main Street/SR-113/I-5 Ramp Connectors Project (City of Woodland). The tour was attended by Caltrans Director Tony Tavares and District 3 executives, several local agency city managers, SACOG executives, and local elected officials. Directors Loren and Early attended on behalf of the YoloTD Board of Directors, and Director Chapman made a brief appearance at the Davis Amtrak Station stop.



**Outreach and Engagement**

Staff gave project presentations to the Cool Davis Board of Directors and Davis Sunrise Rotary on 3/15 and 3/24, respectively.

**Administrative**

This month for Board approval is an amendment to the existing consulting contract with Law Office of Kirk E. Trost for additional funding and supplemental scope of work for guidance and leadership in establishing an appropriate tolling governance structure for the Yolo 80 Managed Lanes project.

**Environmental Review Process (led by Caltrans)**

We are awaiting the administrative (internal) draft of the environmental document in late April. The public release of the draft environmental document is anticipated in June.

**BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT****350 Industrial Way, Woodland, CA 95776---- (530) 661-0816**

<b>Topic:</b> Long-range Calendar	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<div style="text-align: center; background-color: #d3d3d3; padding: 10px;"> <b>4e</b>  <b>Information</b> </div> <div style="border: 1px solid black; padding: 2px;"> Attachments:      Yes      <span style="border: 1px solid black; border-radius: 50%; padding: 2px 5px;">No</span> </div>
<b>Prepared By: H. Cioffi</b>		<b>Meeting Date: April 10, 2023</b>

**RECOMMENDATION:**

The following agenda items are tentatively scheduled for upcoming meetings of the YCTD Board of Directors.

**Long Range Calendar Agenda Items****May**

- Woodland Service Plan (preliminary)
- Preliminary FY 23-24 Budget
- Zero Emission Bus Rollout Plan (prelim)
- Progress Report/Update on 12-month goals

**June**

- Approve FY 23-24 Budget
- Woodland Service Plan (approve)
- Zero Emission Bus Rollout Plan (prelim)

**July**

- 10-Year Strategic Planning Kickoff
- Draft Capital Improvement Plan
- Yolo Active Transportation Corridors (YATC) program update

**September**

- Fare structure for Yolobus
- Woodland Transit Center Study
- Report/Possible Action on Salary Survey
- Closed Session: Annual Performance Review for Executive Director

**October**

- Review Draft 10-Year Strategic Plan
- Approve 10-Year Capital Improvement Plan
- Preliminary financial status report on close of FY 22-23

**November**

- Approve 10-Year Strategic Plan
- Progress Report on Annual Goals
- FY 22-23 1<sup>st</sup> Quarter Financial Status Report
- Approve changes to fare structure for Yolobus

**December**

- Select Chair, Vice-Chair for the 2024 Calendar Year
- Approve Meeting Dates for 2024

## BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

<b>Topic:</b> Resolution Approving an Updated and Extended Memorandum of Understanding with UC Davis and Sacramento Regional Transit for Causeway Connection (Route 138) Bus Service.	<b>Agenda Item#:</b>  <b>Agenda Type:</b>	<b>5</b> <b>Action</b>	
		<b>Attachments:</b>	<div><div>Yes</div>No</div>
<b>Prepared By: L. Levenson</b>		<b>Meeting Date: April 10 2023</b>	

### RECOMMENDATION:

Adopt Resolution No 2023-06 approving, updating and extending the Memorandum of Understanding with UC Davis and Sacramento Regional Transit for Causeway Connection (route 138) bus service and authorizing the Executive Director to execute the MOU.

### BACKGROUND:

On May 4, 2020, YoloTD executed a Memorandum of Understanding (MOU) with the University of California, Davis (UCD) and Sacramento Regional Transit (SacRT), providing for operating support from UCD to SacRT to fund the Causeway Connection bus service (designated route 138), which is operated jointly by SacRT and YoloTD. Under the MOU, the service is operated approximately 50/50 by SacRT and YoloTD and UCD pays for approximately half of operating costs, with payments split approximately 50/50 between SacRT and YoloTD. The remainder of operating cost is currently covered by a federal Congestion Mitigation and Air Quality (CMAQ) grant. The term of the current MOU is from May 4, 2020 through May 3, 2023.

The attached resolution (Attachment A) would authorize YoloTD to enter into a new MOU (Exhibit A) with UCD and SacRT regarding the Causeway Connection Bus Route for an additional two years from May 4, 2023 to May 3, 2025. UCD would continue to pay approximately half the operating cost of the service, split approximately 50/50 between SacRT and YoloTD, with the level of service being unchanged, but the hourly rate escalating to reflect increased costs for both SacRT and YoloTD. The remainder of operating costs will continue to be covered by CMAQ grant funds.

Major service changes require a Title VI service equity analysis and 30-day public review; however, the proposed contract extension would not alter service levels. Consequently, there are no Title VI or public engagement requirements for approving this extension.

Beyond this two-year extension, the future of the service remains uncertain. As noted above, approximately half the operating cost for the service is paid by one-time federal grant (CMAQ) funds. After those funds run out, it is unclear how they will be replaced. YoloTD may be eligible for unused federal formula funds to cover a larger portion of the operating costs; another potential source is the Yolo 80 Corridor Improvement Project, which will have VMT mitigation dollars available in the near term and toll revenues available over the longer term.

### Budget Impact

Under this MOU extension, YoloTD's share of the cost of operating the Causeway Connection/route 138 would continue to be fully reimbursed by UC Davis and SacRT's CMAQ grant funds.

**RESOLUTION NO. 2023-06**

**Resolution Updating and Extending the Memorandum of Understanding with UC Davis and Sacramento Regional Transit for Causeway Connection Bus Route**

**WHEREAS**, on May 4, 2020, Yolo County Transportation District (YoloTD) executed a Memorandum of Understanding (MOU) for Pilot Public Transit Route Between Davis and Sacramento (The “Causeway Connection” Bus Route) with the University of California, Davis (UC Davis) and the Sacramento Regional Transit District (SacRT); and

**WHEREAS**, the parties desire to continue the Causeway Connection funding and operation, under revised terms, but without major changes to the route or schedule, effective May 4, 2023; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND** by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, as follows:

1. The revised MOU for Causeway Connection Bus Route (Exhibit A) is hereby approved, extending Causeway Connection service through May 3, 2025 and providing for \$660,020 of operating support from UC Davis.
2. The Executive Director is authorized to execute the MOU and to take other actions necessary to implement the MOU.

**PASSED AND ADOPTED** by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, this 10th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Tom Stallard, Chair  
Board of Directors

ATTEST:

---

Heather Cioffi, Clerk  
Board of Directors

Approved as to Form:

---

Kimberly Hood, District Counsel

## **MEMORANDUM OF UNDERSTANDING FOR PUBLIC TRANSIT ROUTE BETWEEN DAVIS AND SACRAMENTO (THE “CAUSEWAY CONNECTION” BUS ROUTE)**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into as of \_\_\_\_\_, 2023 by and between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a California public corporation (herein “SacRT”), the **YOLO COUNTY TRANSPORTATION DISTRICT**, a special district of the State of California (herein “YCTD”), and the **REGENTS OF THE UNIVERSITY OF CALIFORNIA AT DAVIS**, a public university (herein “UCD”).

**WHEREAS**, on May 4, 2020, pursuant to a prior Memorandum of Understanding (“2020 MOU”), SacRT and YCTD, with federal grant funding provided through the Sacramento Area Council of Governments (“SACOG”) and financial contributions from UCD and the City of Sacramento, launched a new public transit express bus route between the City of Davis and the City of Sacramento called the “Causeway Connection,” served by an all-electric bus fleet funded by Electrify America, for a three-year period; and

**WHEREAS**, the parties desire to continue the Causeway Connection funding and operation, under revised terms, effective May 4, 2023.

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **1. EFFECTIVE DATE AND TERM**

This MOU will be in effect from May 4, 2023 through May 3, 2025, unless sooner terminated under Article 17.

#### **2. CAUSEWAY CONNECTION ROUTE AND SERVICE**

- a. **Route and Schedule.** The Causeway Connection will operate 30 daily one-way trips (15 round-trips) between the UC Davis campus in Davis and the UC Davis Health campus in Sacramento, Monday through Friday, between approximately 6:00 am and 9:00 pm, as specified in Exhibit A.
  - a.i. **Holidays.** The Causeway Connection will not operate on New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, or New Year’s Eve.
  - a.ii. Holiday observances may be changed by the mutual agreement of SacRT and YCTD, as long as UCD contributions are adjusted accordingly.
- b. **Stops**
  - b.i. **Davis Stops:** The Causeway Connection will typically stop at the Silo, the Genome Biomed Science Facility (GBSF), and the Mondavi Center facilities on the UC Davis Campus.

- b.ii. **Sacramento Stops:** All Causeway Connection trips will stop at the UC Davis Health Campus at Y Street and 45th Street. It will typically stop at Stockton Boulevard and Colonial Way and, in the eastbound direction only, on T Street at 34th Street.
- b.iii. **Downtown Sacramento Stops:** If the parties agree to add new trips to the schedule, some trips may serve Downtown Sacramento in the westbound direction in the morning and in the eastbound direction in the afternoon.
- b.iv. **Mace Boulevard Stops:** If the parties agree to add new vehicle trips to the schedule, some vehicle trips may serve the park-and-ride lot off of Mace Boulevard in Davis in the eastbound direction in the morning and in the westbound direction in the afternoon.
- c. **On-Time and Other Performance Goals.** SacRT and YCTD agree to the following on-time performance goals:
  - c.i. No bus trip departs from scheduled time points before the scheduled time.
  - c.ii. 90% of bus trips depart 0 to 5 minutes after the scheduled time points from a Terminal Point.

### 3. FINANCIAL CONTRIBUTIONS, INVOICING, AND PAYMENT

#### a. CMAQ Funding Contribution:

- a.i. As a consequence of operating the Causeway Connection, both SacRT and YCTD will be eligible to claim Congestion Mitigation and Air Quality (CMAQ) funds, under a grant awarded for the project.
- a.ii. SacRT will act as the recipient of the CMAQ funding for the Causeway Connection. SacRT and YCTD have entered into a subrecipient agreement. YCTD will invoice SacRT quarterly and SacRT will remit amounts due to YCTD quarterly, upon receipt of CMAQ funds from the Federal Transit Administration (FTA).

#### b. UCD Funding Contribution

- b.i. **SacRT/YCTD Allocation.** UCD will pay for half the gross operating cost of the Causeway Connection, as set forth in Exhibit B. The annual UCD contribution will be split proportionately between SacRT and YCTD based on the scheduled revenue vehicle hours to be operated by each agency.
- b.ii. **UCD Funding Schedule.** SacRT and YCTD will each invoice UCD separately on a calendar quarter basis in advance of service.
  - b.ii.1. **Billing Periods.** The first billing period will be May 4, 2023 through June 30, 2023. Thereafter, billing periods will be for the

quarters beginning on July 1, October 1, January 1, and April 1. The final billing period will be April 1, 2025 to May 3, 2025.

b.ii.2. **Payment Due Dates.** Payment is due on the later of (1) the first day of service for each billing period, or (2) 30 calendar days after the invoice date.

b.ii.3. **Overpayment Credits for Service Reductions.** If UCD has already paid for service that is later reduced under Article 6, SacRT and YCTD, as applicable, will credit the overpaid amounts in the next invoice based on the service reduction during the prior quarter using the methodology set out in Article 6.

c. **Operating Cost Shortfalls Borne by Operators**

If either SacRT or YCTD incurs operating costs for the Causeway Connection in excess of the maximum funding provided by the sources identified above, each party will bear its own costs for such operating cost shortfalls, unless this MOU is otherwise modified by written amendment by all parties.

**4. FARE STRUCTURE**

a. **UCD ID as Valid Fare**

a.i. A valid UCD ID (undergraduate or graduate student, employee, retiree, or volunteer) bearing the name and likeness of the individual presenting it will be recognized as valid fare for the Causeway Connection service, but not for any other SacRT service.

a.ii. **Other UCD ID Conditions.** Only the UCD undergraduate ID is recognized as valid fare for other YCTD service. UCD must provide both SacRT and YCTD with exemplars of the UCD undergraduate ID to be recognized as valid fare under this MOU. SacRT and YCTD operators may refuse to recognize a UCD ID not matching these exemplars. SacRT and YCTD will track ridership using UCD undergraduate IDs.

b. **Single-Ride Fare.** The single-ride fare for the Causeway Connection will be \$2.50, with a discount single-ride set at \$1.25 for seniors, students/youth (to the extent not covered by a fare-free promotion as set out in paragraph g. below), and the disabled.

c. **Acceptable SacRT Fare Media and Transfers.** All forms and types of SacRT prepaid fare media and passes in existence as of the date of this MOU will be accepted on the Causeway Connection, including ZipPass and Connect Card. A separate "Causeway Connection" single-ride fare type has been established for this service on Connect Card. Consistent with SacRT's "90-minute ticket," this single-ride fare type allows a patron to access a Causeway Connection bus



operated by either YCTD or SacRT and permits that individual to later transfer to other SacRT service for a period of up 90 minutes from the time the fare is activated. The SacRT single-ride fare type on ZipPass will also allow a patron to access a Causeway Connection bus operated by either YCTD or SacRT and will permit that individual to later transfer to other SacRT service for a period of up 90 minutes from the time the fare is activated.

- d. **Acceptable YCTD Fare Media.** YCTD daily passes printed from a YCTD farebox will be valid on the Causeway Connection, regardless of the operator. YCTD monthly passes will be accepted only with an express pass. The parties will amend the transfer agreement to provide for revenue allocation for YCTD monthly passes accepted on this service by SacRT.
- e. **No Other Transfers.** Transfers will not be issued or accepted by either agency on the Causeway Connection.
- f. **SacRT Prepaid Fare Media.** Where SacRT prepaid fare media or passes are used on YCTD service, or the reverse, fare revenue will be accounted for and reconciled in accordance with the terms of the existing transfer agreement as it may be amended during the term of this MOU.
- g. **Fare-Free Transit for Youth.** For the duration of the period YCTD has implemented “fare free” transit for youth, youth up to age 18 will be permitted to ride on Causeway Connection buses operated by SacRT without presenting a SacRT fare.
- h. **Other Fare Free Promotions.** To the extent SacRT or YCTD offers other “fare free” promotions, those fare free promotions will not be valid on the Causeway Connection unless both SacRT and YCTD agree in writing, in advance, to provide the fare free transit. UCD consent is not required for fare free promotions.

## 5. AUTHORIZATION TO OPERATE AND LICENSE TO USE FACILITIES

- a. **Authorization for SacRT to Operate in YCTD Service Area.** SacRT and YCTD will modify their existing transfer agreement, which authorizes service by YCTD within SacRT’s boundaries, to include the Causeway Connection service as an authorized service and to add authorization for SacRT to operate the Causeway Connection within YCTD’s service area.
- b. **TDA/Regional Discretionary Funding.** SacRT and YCTD will not assert any claim for additional Transportation Development Act funds as a result of operation of the Causeway Connection service into the jurisdiction of the other party. In addition, neither party will make any claim for any regional discretionary funding for the Causeway Connection, either during or after the term of this MOU, without express written agreement of the other party.

- c. **UCD Property.** UCD hereby authorizes SacRT and YCTD to enter and drive on UCD property and to stop and layover full-size transit buses at the signed and designated spaces on the UCD property depicted in Exhibit A, including the Mondavi Center, Genome Biomedical Sciences Facility, the Unitrans Silo Terminal, and the signed and designated Sacramento Terminal Point.
  - c.i. UCD has posted signage at the stops on UCD property, as mutually agreed by the parties, for the Causeway Connection.
  - c.ii. UCD will be solely responsible for maintaining the bus stops on UCD property and related bus stop improvements, bus stop amenities, and bus stop accessibility requirements on its property.
  - c.iii. SacRT and YCTD agree to promptly inform UCD of any conditions that may lead to unsafe or dangerous bus service conditions. UCD agrees to promptly inform SacRT and YCTD of any known unsafe or dangerous bus service conditions. SacRT and YCTD may discontinue scheduled service to any UCD stop reasonably determined by SacRT or YCTD to be in an unsafe or unusable condition or not in compliance with applicable laws, in which case UCD will not be entitled to any reduction in payment due to the removal of a UCD terminal point from the schedule, if UCD's written consent is obtained. UCD will not unreasonably withhold consent.
  - c.iv. SacRT and YCTD will install "pucks," at their cost, on the Causeway Connection buses to gain access to the Silo terminal if the information booth is unstaffed. If determined to be necessary, UCD must provide, at UCD's cost, access cards to SacRT and YCTD to obtain entrance to the Silo terminal or identify a mutually-acceptable alternative solution to ensure access.
- d. **Non-UCD Local Approvals.** SacRT and YCTD are responsible for any necessary local and agency approvals for its use of bus stops on non-UCD property. UCD has no responsibility for the security and safety of riders at stops not located on UCD property or at stops on UCD property not approved explicitly in writing by UCD's Transportation Director as a Causeway Connection stop.
- e. **UCD's Electric Charging Stations.** SacRT and YCTD may use, at no additional cost, the bus charging infrastructure installed at the Davis campus and Medical Center. UCD will track usage of the charging equipment by SacRT and YCTD at a rate of 14 cents/kWh and the usage will be treated as UCD's additional in-kind contribution to the service, above and beyond the fixed annual contribution specified in Section 3.b above. The Parties will mutually and promptly notify each other of any known issues with the bus charging infrastructure. The Parties agree that UCD's charging infrastructure was not intended as a primary source of power for the Causeway Connection Service. If any party damages the charging infrastructure, the damaging party will be responsible for the cost of repair, if the

cost is not covered by contractual warranty. While any mechanical issues will be repaired by UCD to the extent resources allow, charging infrastructure is not a requirement of this MOU. UCD is under no obligation to repair or provide charging infrastructure, if UCD resources preclude repair. To the extent UCD has agreements with third parties for the maintenance and operation of this equipment, UCD will undertake best efforts to enforce those agreements for the benefit of SacRT and YCTD, to the extent that those agreements allow enforcement on behalf of non-UCD parties. UCD does not guarantee runtime or reliability of the equipment. The parties will meet and confer on the availability of protections accorded to parties damaged by equipment malfunction.

- f. **UCD Restrooms.** If publicly-available restrooms are not accessible to SacRT operators during operation of the Causeway Connection, UCD will coordinate with SacRT to identify other restroom access that might be available. If determined to be necessary, UCD must provide, at UCD's cost, access cards to SacRT and YCTD to obtain entrance to the Silo terminal or identify a mutually-acceptable alternative solution to ensure access.

## 6. CHANGES TO SERVICE

- a. **Schedule/Route Changes.** If the parties desire to change scheduled service levels, they will meet and confer and provide sufficient notice to one another. Six months is typically required for an orderly change in scheduled service levels. The parties may increase or decrease the number of mutually approved daily trips on the service by execution of an amended Exhibit A and Exhibit B. If all parties approve of the changes, they will execute an amended Exhibit A showing the new service levels and an amended Exhibit B showing the revised funding contributions, which will be adjusted pro rata, based on scheduled revenue vehicle hours to be operated by SacRT and YCTD. To be effective, each Exhibit must be signed by an authorized representative of the required parties, will include the date of the revision, and be incorporated into this MOU by reference as of the date the amended Exhibit is approved by all parties. Service changes will be subject to SacRT and YCTD service change policies. This section does not limit the authority of SacRT or YCTD to unilaterally alter transit service they operate, including the Causeway Connection, but provides certain protections to UCD in the event of unapproved changes to scheduled service:
  - a.i. **Unapproved Increase.** UCD is not obligated to pay for unapproved increases in scheduled service on the Causeway Connection.
  - a.ii. **Unapproved Decrease.** UCD is entitled to a pro rata refund for unapproved reductions in scheduled service on the Causeway Connection.
  - a.iii. **Minimum Notice.** If SacRT or YCTD desires to unilaterally change scheduled service levels on the Causeway Connection, they will not

change scheduled service levels any sooner than 30 days after notifying the other parties of their desire to do so.

- a.iv. **Force Majeure.** This section does not limit any party's rights or obligations under Section 25 (Force Majeure) which supersedes the provisions of this section.
- b. **Fare Structure Changes.** SacRT and YCTD reserve the right to modify their respective fare structures, provided that: (i) the single-ride fare (basic and discount) for the Causeway Connection must be uniform between the two parties; and (ii) new forms of prepaid fare media or passes established by either agency will not be recognized on the Causeway Connection without the express written permission of the other agency.

## 7. MARKETING, BRANDING, AND PUBLIC INFORMATION

- a. YCTD and SacRT will use an identical bus wrap on the electric buses used to operate the Causeway Connection service, modified only as needed to identify the operator and bus information as required by state law.
- b. Operators for the service will wear their standard issue uniforms for each agency; however, a special patch or pin will be worn on the outermost article of clothing displaying the name and logo of the service.
- c. SacRT will maintain a website for the service with information about the route, schedule, and fares. UCD and YCTD will include links on their respective websites to the SacRT website, using consistent branding.
- d. Public information for the service will provide a phone number for both SacRT and YCTD.

## 8. OPERATIONAL COORDINATION

- a. SacRT and YCTD will both operate the service as Route 138 and will report the service using that route number to third parties (e.g., Google, GTFS, etc.), but will market the service as the Causeway Connection, with the route number minimized in marketing materials.
- b. Both parties will report real-time feed/location information for their buses via each agency's own public GTFS real-time feed.
- c. YCTD and SacRT will display a uniform head-sign for the route.
- d. YCTD and SacRT will maintain separate dispatching and radio communication using existing equipment. Major delays or outages will be promptly reported to both agencies' operations supervisors and customer service personnel via an email list maintained by YCTD. Upon receipt of such reports, YCTD personnel will promptly notify customers via a customer notification platform maintained by YCTD.

- e. Each agency will conduct its own accident investigation, customer service resolution, and field supervision; on-going issues that affect both agencies will be raised to supervisorial personnel.
- f. In the event of unavailability of the charging equipment at either the YCTD or SacRT facilities, the transit agency with functioning equipment will provide access to the other transit agency to charge its buses during the duration of the outage/unavailability to maximize the use of the electric buses on the Causeway Connection service.
- g. It is the parties' intention to use only electric buses for the Causeway Connection. In the event of a mechanical breakdown of the electric buses, unavailability of electric buses due to accident repair, or unavailability of operable charging equipment at the two transit operator sites, SacRT or YCTD may substitute standard full-size unbranded buses from their regular fleet, using the route number and name in the destination sign.
- h. SacRT and YCTD will make best efforts to ensure that an adequate number of spare vehicles and extra board operators are available at all times so that trips are not missed due to unavailability of operators or vehicles.
- i. SacRT and YCTD will each be solely responsible for the maintenance, safety, and operation of their respective buses and jointly responsible for providing the bus service under this MOU and for the conduct, supervision, safe operations, and training of their respective personnel and contractors. UCD is not liable for liability or injury arising from SacRT and YCTD operator errors. The transit agencies' personnel and contractors performing bus operations and bus maintenance services arising from this MOU will at all times be under the SacRT and YCTD's exclusive direction and control.
- j. Each bus will have a bicycle rack accommodating at least 3 bicycles.

## **9. PERIODIC MEETINGS AND PERFORMANCE MONITORING.**

- a. YCTD and SacRT staff will meet at least monthly to discuss operational issues concerning the Causeway Connection service.
- b. SacRT and YCTD will provide ridership and other performance stats for the service once a month.

## **10. COMPLEMENTARY PARATRANSIT SERVICE**

- a. SacRT and YCTD will each bear responsibility for providing complementary paratransit service in accordance with the Americans with Disabilities Act (ADA) that is required by virtue of the operation of the Causeway Connection. If a ride is requested that either begins or ends beyond the service boundary of the agency to whom the request is submitted but is entirely within the service boundaries of

the other agency, the patron will have the option of either calling the other agency directly for a “one-seat ride” or booking a trip that requires a transfer between the two agencies.

- b. If SacRT experiences a high-volume of requests for ADA complementary paratransit trips to Yolo County, the parties will meet and confer to determine if there is a viable option for YCTD to operate some or all of these trips at a lower cost or higher-efficiency, with reimbursement by SacRT. In that event, the parties will amend this MOU accordingly.

## 11. NTD REPORTING

The Causeway Connection service will be treated as directly operated motorbus service with assets, expenditures, revenue hours, miles, and other operating statistics and ridership statistics reported separately by both agencies for only the service they operate and the vehicles they own. The NTD-reported service area for each agency will be enlarged by the  $\frac{3}{4}$  mile buffer surrounding the route, regardless of presence or absence of stops.

## 12. NOTICES

All notices and other communications under this MOU must be in writing and are deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by email directed to the party to whom notice is to be given at the email address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email address, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

SacRT:	SACRAMENTO REGIONAL TRANSIT DISTRICT Attn: Carmen Alba, VP, Bus Operations 1400 29 <sup>th</sup> Street/P.O. Box 2110 Sacramento, CA 95816/95812-2110 Phone: 916-321-3830 Email: <a href="mailto:calba@sacrt.com">calba@sacrt.com</a>
YCTD:	YOLO COUNTY TRANSPORTATION DISTRICT Attn: Autumn Bernstein, Executive Director 350 Industrial Way Woodland, CA 95776 Phone: 530-402-2812 Email: <a href="mailto:abernstein@yctd.org">abernstein@yctd.org</a>
UCD:	UNIVERSITY OF CALIFORNIA, DAVIS Attn: Perry H. Eggleston, Director of Transportation Services Transportation Services One Shields Avenue Davis, CA 95616

Phone: 530-752-3253  
Email: [pheggleston@ucdavis.edu](mailto:pheggleston@ucdavis.edu)

Attn: Michael D. Godfrey, Director  
Parking, Transportation, and Fleet Services  
UC Davis Health System  
4800 2<sup>nd</sup> Avenue, Suite 1100  
Sacramento, CA 95817  
Phone: 916-734-5958  
Email: [mdgodfrey@ucdavis.edu](mailto:mdgodfrey@ucdavis.edu)

### **13. COMPLIANCE WITH LAWS**

SacRT and YCTD agree to be solely responsible and liable for compliance with all federal and state requirements related to the safe operations of buses (such as Title VI, fare and service change requirements, CEQA, 49 CFR Part 604 compliance, and all FTA guidance, and bus accessibility requirements for disabled riders) to which Causeway Connection service is subject, including but not limited to indemnifying and holding UCD harmless for any claim arising from or relevant to the service's compliance with these laws, except for any claims arising out of UCD's premises liability (such as UCD's maintenance of approved bus stops and related amenities on UCD property), bus stop access by persons with disabilities as part of UCD's obligations under the ADA, the issuance of UCD identification cards, and any decisions made by UCD with respect to the fare-free UCD ID program. These obligations are all covered by the indemnity specified in Section 14 below. Each party must comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives.

### **14. INDEMNIFICATION**

- A. Except where a party has explicitly agreed in this MOU to assume a duty that might otherwise be assigned to another party by operation of law, each party, as indemnitor, agrees to indemnify, defend, and hold the other parties and their respective directors, authorized agents, officers, representatives, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and other defense and court costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising out of the intentional or negligent acts or omissions of the indemnitor, its elected officials, agents, officers, representatives, employees, and contractors relating to the performance of this MOU, except that caused by the negligence or intentional misconduct of an indemnitee, its directors, agents, officers, representatives, employees, and contractors. The indemnity obligation with respect to contractors will apply to SacRT and YCTD as indemnitors only and not UCD. The actions of UCD contractors will be included in this indemnity obligation but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or intentional misconduct of contractors acting as agents of UCD.

- B. Government Code section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being party to an agreement as defined in Government Code section 895. Therefore, each party hereto, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, assumes the full liability imposed upon it (or any of its elected board, authorized agents, directors, officers, representatives, or employees by law) for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent such liability would be imposed in the absence of Government Code section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party of any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other party solely by virtue of Government Code section 895.2.

## **15. INSURANCE**

Each party to this MOU will maintain insurance of the types and limits sufficient to fulfill its obligations under this MOU.

## **16. DISPUTES**

- a. First Level: The person designated for receipt of Notice in Section 12 will be the initial person(s) to discuss any apparent dispute or disagreement between the Parties and initiate this procedure, except for UCD, the first level persons will be Ramon Zavala and Sarah Janus.
- b. Second Level: If any dispute or disagreement between SacRT, YCTD, and UCD (individually the "Party" and collectively the "Parties") as to any provision of the MOU (or the performance of obligations hereunder), the matter, upon written request of either Party, will immediately be referred to representatives of the Parties for decision, each Party being represented by one individual who has no direct operational responsibility for the matters contemplated by this MOU and who is authorized to settle the dispute, subject to approval of the SacRT or YCTD Board of Directors, if required (the "Representatives"); the Representatives will promptly meet in a good faith effort to resolve the dispute (subject to the SacRT or YCTD Board of Directors' approval, if required). The UCD representatives will be Perry Eggleston and Michael Godfrey or their delegates.
- c. Third Level: Each Party will designate individuals to whom matters not resolved at the second level will be referred. These designated third level persons will constitute the final internal level within UCD, SacRT, and YCTD for resolution of issues between the Parties. For UCD, the third level persons will be Clare Shinnerl, Vice Chancellor for Finance, Operations, and Administration and Monica Seay, Executive Director of Professional Services. For SacRT and YCTD, the third level person will be the General Manager/CEO or Executive Director, respectively.



- d. Alternative Dispute Resolution (ADR): If a dispute arises among the Parties in connection with this MOU or any document or instrument delivered in connection herewith, including without limitation an alleged breach of any representation, warranty, or covenant herein or therein, or a disagreement regarding the interpretation of any provision hereof or thereof (the "Dispute"), that is not resolved by the process specified in paragraphs a through c above, the Parties may agree to a method of non-binding ADR, including, but not limited to, mediation or non-judicial arbitration with each side to bear its own costs and fees.
- e. Judicial Remedies. It is the intent of the Parties that litigation be avoided as a method of dispute resolution to the extent possible. Notwithstanding anything herein to the contrary, nothing in this Section precludes any Party from pursuing judicial remedies after they have exhausted the internal reviews and any ADR agreed to by the parties. Notwithstanding anything in this Section to the contrary, nothing in this Section precludes any party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction, or other interim equitable relief concerning the Dispute, either prior to or during the ADR, if necessary to protect the interests of such party. Further, this Article will be specifically enforceable.

## 17. TERMINATION

a. **Non-Appropriation of CMAQ Funds.** If CMAQ funds in the anticipated amount are not appropriated for any federal fiscal year during the term of this MOU, the parties will meet in good faith to determine if a reduced level of service is feasible or desirable or if alternate funds are available for the service. Any adjustments to the funding or service levels will be addressed in an amendment to this MOU. If all parties are unable to reach agreement on an acceptable path forward for the service, this MOU will terminate automatically as of the beginning of the federal fiscal year and SacRT and YCTD will have no further obligation to provide the service under the terms of this MOU.

b. **Termination for Convenience.** Any party may terminate this MOU for its convenience by issuing a meet-and-confer request nine (9) months before any proposed termination. If the meet-and-confer is unsuccessful and provided the meet-and-confer period is completed, any party may terminate by providing at least six (6) months' advance written notice to permit orderly service termination and allow SacRT and YCTD sufficient time to request reprogramming of the CMAQ funds for an alternate allowable purpose. After the effective date of the termination, SacRT and YCTD will have no further obligation to provide the service under the terms of this MOU.

## 18. NON-WAIVER

Any delay by a party in asserting any rights under this MOU will not operate as a waiver of such rights or to deprive such party of, or limit, such rights in any way. Any waiver in fact made by a party with respect to any specific default will not be considered as a waiver of the rights of such

party with respect to any other defaults or with respect to the particular default except to the extent specifically waived in writing.

## **19. INTERPRETATION**

The parties hereto acknowledge and agree that (a) each party hereto is of equal bargaining strength, (b) each party has actively participated in the drafting, preparation, and negotiation of this MOU, (c) each party has consulted with such party's own independent legal counsel, and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this MOU, (d) each party and such party's legal counsel and advisors have reviewed this MOU, (e) each party has agreed to enter into this MOU following such review and their rendering of such advice, and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this MOU or any portions hereof, or any amendments hereto.

## **20. GOVERNING AUTHORITY**

The interpretation and enforcement of this MOU is governed by the laws of the State of California, the state in which this MOU was executed. The parties agree to submit any dispute arising under this MOU to a court of competent jurisdiction located in Sacramento County, California.

## **21. SEVERABILITY**

If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU will remain in full force and effect.

## **22. COUNTERPARTS**

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

## **23. AUTHORITY TO BIND**

Each of the signatories to this MOU represents that he or she is authorized to sign the MOU on behalf of such party and that all approvals, resolutions, and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this MOU.

## **24. USE OF NAME**

Except as authorized in this MOU, no party may use another party's name in any form or manner in advertisements, reports, or other information released to the public, without the prior written approval of that party. However, any party may, without seeking such written approval, make true and accurate statements of its connection with another party regarding this MOU and the terms hereof. In addition, both SacRT and YCTD may use UCD's name in connection with descriptions of the Causeway Connection service and its terminal points. Permission for use may be withdrawn at any time the authorizing official determines that further usage will not be in the best interests of the authorizing party.

## 25. FORCE MAJEURE

No party will be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats, or actions on a party's property and unusually severe weather.

## 26. INTEGRATION

This MOU embodies the entire agreement of the parties in relation to the scope of services herein described and no other agreement or understanding, verbal or otherwise, exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this MOU on the day and year first hereinabove appearing.

### **YOLO COUNTY TRANSPORTATION DISTRICT**

By: \_\_\_\_\_  
AUTUMN BERNSTEIN  
Executive Director

Approved as to Legal Form:

By: \_\_\_\_\_  
KIMBERLEY HOOD  
Asst. County Counsel

### **SACRAMENTO REGIONAL TRANSIT DISTRICT**

By: \_\_\_\_\_  
HENRY LI  
General Manager/CEO

Approved as to Legal Form:

By: \_\_\_\_\_  
OLGA SANCHEZ-OCHOA  
General Counsel

### **REGENTS OF THE UNIVERSITY OF CALIFORNIA AT DAVIS**

By: \_\_\_\_\_  
PERRY H. EGGLESTON  
Director of Transportation Services

Approved as to Legal Form:

By: \_\_\_\_\_  
STEVEN KOBAYASHI  
Associate Director, Procurement &  
Contracting Services, UC Davis

# Causeway Connection

## EXHIBIT A

## 138 Davis to Sacramento

Eastbound

Davis			UC Davis Medical Center
	Silo Terminal	Genome Facility (GBSF)	Mondavi Center
			U.C.D. Med. Center (45th & Y)
	LV	LV	LV
	APP	AR	AR
Y	6:07a	6:11	6:18
RT	7:07a	7:11	7:18
Y	8:07a	8:11	8:18
RT	9:10a	9:14	9:21
RT	10:10a	10:14	10:21
Y	11:10a	11:14	11:21
RT	12:10p	12:14	12:21
Y	1:10p	1:14	1:21
RT	2:10p	2:14	2:21
Y	3:10p	3:14	3:21
RT	4:10p	4:14	4:21
Y	5:10p	5:14	5:21
RT	6:10p	6:14	6:21
Y	7:10p	7:14	7:21
RT	8:10p	8:14	8:21

## 138 Sacramento to Davis

Westbound

UC Davis Medical Center	Davis		
	U.C.D. Med. Center (45th & Y)	Mondavi Center	Genome Facility (GBSF)
			Silo Terminal
	LV	LV	LV
	APP	AR	AR
RT	6:20a	6:45	6:50
Y	7:10a	7:37	7:42
RT	8:10a	8:37	8:42
RT	9:10a	9:35	9:40
Y	10:10a	10:35	10:40
RT	11:10a	11:35	11:40
Y	12:10p	12:35	12:40
RT	1:10p	1:35	1:40
Y	2:10p	2:35	2:40
RT	3:10p	3:40	3:45
Y	4:10p	4:40	4:45
RT	5:20p	5:50	5:55
Y	6:20p	6:45	6:50
RT	7:20p	7:45	7:50
Y	8:20p	8:45	8:50

RT Trip operated by SacRT (916) 321-BUSS (2877)  
 Y Trip operated by YoloBus (530) 666-BUSS (2877)

Effective 4/04/2021

Exhibit A

EXHIBIT B

Quarterly Billing	Year 1					Year 2				
Calendar quarter	Q2	Q3	Q4	Q1	Q2a	Q2b	Q3	Q4	Q1	Q2a
Calendar year	2023	2023	2023	2024	2024	2024	2024	2024	2025	2025
Begin date	5/4/23	7/1/23	10/1/23	1/1/24	4/1/24	5/4/24	7/1/24	10/1/24	1/1/25	4/1/25
End date	6/30/23	9/30/23	12/31/23	3/31/24	5/3/24	6/30/24	9/30/24	12/31/24	3/31/25	5/3/25
Operating days	41	63	61	62	25	39	64	60	61	24
SacRT										
Vehicle trips per day	16	16	16	16	16	16	16	16	16	16
Revenue hours per day	14.6	14.6	14.6	14.6	14.6	14.6	14.6	14.6	14.6	14.6
Total revenue hours	598.6	919.8	890.6	905.2	365.0	569.4	934.4	876.0	890.6	350.4
Cost per revenue hour	\$167.10	\$178.80	\$178.80	\$178.80	\$178.80	\$178.80	\$185.95	\$185.95	\$185.95	\$185.95
Total operating cost	\$100,026	\$164,457	\$159,237	\$161,847	\$65,261	\$101,807	\$173,751	\$162,891	\$165,606	\$65,156
UC Davis share	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Bill to UCD	\$50,013	\$82,229	\$79,618	\$80,924	\$32,630	\$50,904	\$86,875	\$81,446	\$82,803	\$32,578
YCTD										
Vehicle trips per day	14	14	14	14	14	14	14	14	14	14
Revenue hours per day	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8
Total revenue hours	524.8	806.4	780.8	793.6	320	499.2	819.2	768	780.8	307.2
Cost per revenue hour	\$167.10	\$178.80	\$178.80	\$178.80	\$178.80	\$178.80	\$185.95	\$185.95	\$185.95	\$185.95
Total operating cost	\$87,694	\$144,182	\$139,605	\$141,893	\$57,215	\$89,255	\$152,329	\$142,809	\$145,189	\$57,123
UC Davis share	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Bill to UCD	\$43,847	\$72,091	\$69,802	\$70,947	\$28,608	\$44,628	\$76,165	\$71,404	\$72,594	\$28,562

UCD Contribution Per Year	SacRT	\$325,414	\$334,606
	YCTD	<u>\$285,295</u>	<u>\$293,353</u>
	Total	\$610,709	\$627,959

**BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT**  
**350 Industrial Way, Woodland, CA 95776---- (530) 661-0816**

<b>Topic:</b> Downtown Woodland Transit Center Study: Approve Contract Amendment	<b>Agenda Item#:</b>	<b>6</b>	
	<b>Agenda Type:</b>	<b>Action</b>	
		<b>Attachments:</b>	<div><div>Yes</div>No</div>
<b>Prepared By: Courtney Williams</b>		<b>Meeting Date: April 10th, 2023</b>	

## **RECOMMENDATION:**

Receive an update on the Downtown Woodland Transit Center Study and authorize the Executive Director to approve an amendment to the contract with Kimley Horn and Associates for \$73,000 to complete the unfinished study, which will recommend a preferred site and preliminary design for the new transit center.

## **BACKGROUND:**

Yolobus operates or jointly operates a transit center in each of the three major cities in Yolo County. Each transit center serves as the central hub for local and intercity buses. Transit centers are usually located close to a key destination or cluster of destinations, such as a central business district or major employer. They are a place to facilitate transfers from one bus route to another. They are situated in a location that allows for multiple buses to be stopped at the same time, which generally requires a larger footprint than a typical bus stop.

Some transit centers are located off-street, on a parcel or portion of a parcel that is specifically designed to allow for multiple buses to enter, park, layover and turnaround. In other cases, the transit center is located on-street, within the public right-of-way. In these instances, large pullouts are provided along a stretch of roadway.

In both on- and off-street transit centers, amenities such as benches, shelters, lighting, signage, secure bike parking are provided to allow for a safe, comfortable experience while waiting for the bus. Nearby intersections and roads are improved to provide for safe walking and biking routes to the transit center, including crosswalks, pedestrian-actuated signals, bike lanes etc.

In West Sacramento, the transit center is an on-street center located at West Capitol Ave and Merkley, immediately adjacent to the West Sacramento Community Center and City Hall, in an area that is planned for higher-density mixed-use and residential development.

In Davis, Yolobus and Unitrans jointly operate two off-street transit centers located on the UC Davis campus: the Memorial Union (aka Howard Terminal) and the Silo. Both these transit centers are adjacent to major destinations on the UC Davis campus, and the Memorial Union is also within walking distance to destinations in downtown Davis.

In Woodland, the transit center is currently located at the County Fair Fashion Mall, a declining mall at the southern end of town. Our transit center is in the very isolated southwest corner of the mall parking lot, which has no businesses open besides Walmart. The adjacent streets, Gibson and East St, are high-speed arterials lacking safe pedestrian and bicycle facilities. Aside from the mall's handful of surviving businesses, there are very few destinations within walking distance. Passengers traveling to or through Woodland from other parts of our service area invariably spend time waiting at this transit center. YoloTD receives a steady stream of complaints and reports of unsafe conditions at the existing transit center.

While the County Fair Fashion Mall was probably a major destination at one point in its history, that is no longer the case. Indeed, the largest concentration of trip attractors in Woodland is the greater downtown area – including most of the social, health and human services that many transit-dependent Yolo County residents rely on. Currently, our intercity Route 42 buses do not serve downtown Woodland, meaning travelers from West Sacramento or Davis must travel to the County Fair Mall and then wait for Route 211 (West Woodland local), which operates once per hour.

On August 23<sup>rd</sup>, 2018, YoloTD contracted with consulting firm Kimley Horn to conduct a study that would recommend a new *off-street* Woodland Transit Center in a more central location that identified bus boarding and layover areas, mode of access and considerations, supporting facilities, and land use requirements. The final report was completed and sent to YoloTD in mid-2019. The findings recommended implementing a pulse-based service that originated in the downtown corridor and identified three sites that could serve as a new transit center located in the located in the northern central part of Woodland close to or in the downtown corridor.

Proceeding the completed Woodland Transit Center Final Study, on June 8<sup>th</sup>, 2022, YoloTD received a proposal from Kimley Horn to reassess the facility requirements needed to implement the recommended findings from the 2019 Woodland Transit Center final report and identify locations for an *on-street transit* instead of an *off-street* transit center as described in the 2019 final report. This proposal was in part requested based on feedback from the Board and local constituents to move the Woodland transit center from the County Fair Mall into the downtown corridor. Based on the demand and urgency expressed from YoloTD stakeholders, YoloTD began working with Kimley Horn to initiate a continued concept development proposal that builds off the 2019 Woodland Transit Center final report. Between June 2022- March 2023 YoloTD communicated with Kimley Horn and City of Woodland Staff to draft the attached recommended proposal that will provide YoloTD staff with a new criteria of facility requirements for an on-street transit center, identify three locations that could accommodate a transit center without the acquisition of private right-of-way, detailed analysis of a preferred location and the development of a 10% concept design estimate for the preferred location.

This proposed contract will amend the contract and scope of work for the unfinished study that began on June 8<sup>th</sup> 2022, authorizing Kimley Horn to identify and study three locations in the downtown corridor in City of Woodland to determine the most suitable for an *on-street* transit center, an important shift from the prior off-street focus. The benefits of moving towards an on-street transit center include:

- Better integration with the existing and envisioned land uses in the central business district, keeping vacant or underutilized parcels available for retail, commercial or residential development.
- No need to acquire land, resulting in a lower cost and faster timeline.
- Avoids recreating the same isolated, unsafe conditions at the County Fair Mall that an off-street facility could result in a quicker timeline for YoloTD to transition from the County Fair Mall since less capital infrastructure improvements are needed compared to a new design-build facility.
- improving the safety experience for riders by moving to a centrally located area within Woodland (Downtown Corridor).

#### Proposal for Continued Concept Development for the Woodland Transit Center Relocation

Kimley-Horn completed a draft of the Woodland Transit Center project in November 2019. The report identified and evaluated three potential relocation sites for the Woodland Transit Center, but a preferred site was never selected, and the project was put on hold. Since that time, a number of factors have changed our thinking on the facility requirements and siting priorities for the transit center. These include the upcoming implementation of on-demand microtransit service throughout Woodland; the desire for a shorter-term implementation project and a desire to provide a small footprint that is consistent with the current and future land uses in the downtown area.

YoloTD staff worked with Kimley-Horn to develop a scope of work that builds on the existing unfinished project, while reassessing the facility requirements and siting of the Woodland Transit Center based on current transit plans and priorities. The desired outcome of this effort is the selection of a preferred transit center site, a 10% concept design, and cost estimates.

Kimley-Horn will perform the following activities in order to achieve that project outcome:

- Prepare a new set of facility requirements based on the planned transit services to be implemented in 2023.
- Identify three locations that can accommodate the transit center on-street, with little to no acquisition of private parcels or rights-of-way.
- Prepare initial concept layouts for feasible transit center options at each of the three locations.
- Evaluate the location options and select a preferred location.
- Prepare a 10% concept design and cost estimate for the preferred location.

## **BUDGET IMPLICATIONS:**

The total not-to-exceed cost to complete this work is \$73,000. The existing FY 22/23 budget includes savings in the consulting line which will be used to fund this planning effort. Implementation of the capital improvements will have budget implications in a future year. However, the switch from an off-street to on-street transit center means it will be significantly less expensive than originally envisioned.

Please see Attachment A for a detailed scope of work, schedule and cost. Attachment B is the existing contract and scope of work from 2018.



March 30, 2023

Autumn Bernstein  
Executive Director  
Yolo County Transportation District  
350 Industrial Way  
Woodland, CA 95776

**RE: *Proposal for Continued Concept Development for the Woodland Transit Center Relocation***

Dear Ms. Bernstein:

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this proposal to the Yolo County Transportation District (“YCTD”) for providing planning and concept development support services for the Woodland Transit Center Relocation Project.

## **Project Understanding**

Kimley-Horn completed the Project Development of the Woodland Transit Center project in November 2019. The report identified and evaluated three potential relocation sites for the Woodland Transit Center based on a multi-year project process. Since the completion of that effort, a number of factors have changed the facility requirements and siting priorities for the transit center. These include the upcoming implementation of on-demand microtransit service throughout Woodland and the desire for a shorter-term implementation project. YCTD is requesting that Kimley-Horn reassess the facility requirements and potential siting of the Woodland Transit Center based on current transit plans and priorities. The desired outcome of this effort is the selection of a preferred transit center site, a 10% concept design, and cost estimates.

Kimley-Horn will perform the following activities in order to achieve that project outcome:

- Prepare a new set of facility requirements based on the planned transit services to be implemented in 2023.
- Identify a set of locations that can accommodate the transit center program without requiring private right-of-way.
- Prepare initial concept layouts for feasible transit center options.
- Evaluate the location options and select a preferred location.
- Prepare a 10% concept design and cost estimate for the preferred location.

The Scope of Services is defined in the following tasks.

## Scope of Services

### Task 1: Meetings and Coordination

Kimley-Horn will hold a project kick-off meeting with YCTD staff to discuss project assumptions, data needs, and project timeline. Kimley-Horn will attend up to four (4) additional coordination meetings over the course of the project (5 total meetings). It is assumed that all of these meetings will be virtual. Kimley-Horn will prepare brief meeting summaries with action items and key decisions.

Kimley-Horn will participate in up to three (3) additional coordination meetings with the City of Woodland. It is assumed that all of these meetings will be virtual. Kimley-Horn will prepare brief meeting summaries with action items and key decisions.

Kimley-Horn will provide monthly invoices, including monthly progress reports.

### Task 2: Develop Facility Requirements

Kimley-Horn will provide YCTD with a request for information that identifies the data needs for this task. The data needs are anticipated to include:

- Vehicle count, service characteristics, and fleet information for microtransit service and fixed route service
- Planned routing, frequency, and fleet information for express, shuttle, and regional service
- Current information from the city on any planned or pending improvement projects in the Downtown area
- Current information from YCTD on additional facility needs at the transit center, such as driver relief facilities, communications, security, maintenance parking, and paratransit.

From this information, Kimley-Horn will revise the Transit Facility Needs Memorandum (August 2018) based on the current needs. The facility needs memo will be submitted to YCTD for one round of review and comment. A revised memo will be prepared.

### Task 3: Identify Potential On-Street Transit Center Locations

Kimley-Horn will rely on discussions at the project kick-off meeting (included in Task 1), analysis conducted during previous project efforts, the updated facility requirements (Task 2), and an aerial photography review of downtown Woodland to identify potential sites for consideration for the relocated on-street Woodland Transit Center. After discussing the potential sites with YCTD at a coordination meeting (included in Task 1), up to three (3) sites will be selected for further development and evaluation. As-builts will be requested from the City for the streets identified for use as part of the selected sites.

For each of the three sites, Kimley-Horn will develop a preliminary site layout (approximately 5 percent level of design), indicating the location of the bus bays and other supporting infrastructure modifications. Kimley-Horn will perform one field site visit to identify any major barriers or cost factors that may influence the viability of the three sites. Kimley-Horn will prepare a trade-offs table for the three sites, considering factors such as:

- Consistency with adjacent land use and zoning
- Implications on nearby circulation
- Integration with transit network

- Implementation and cost considerations
- ADA accessibility of adjacent sidewalks and intersections, based on field observations
- Collision history of immediately adjacent intersections, based on publicly-available SWITRS data from a recent 5-year period
- Personal safety considerations, including lighting and “eyes on the street” (ie proximity of open businesses and activity centers that promote a feeling of safety).
- Proximity to key destinations in downtown Woodland, including active retail, social service providers, County courthouse
- Minimize removal of on-street parking in front of active businesses.
- Estimates of bus travel time through the downtown area, based on existing publicly available traffic data from Google maps or other sources.
- Proximity to existing/ planned bicycle and pedestrian facilities

It is assumed that the analysis on the three sites will be qualitative in nature and no detailed traffic analysis or cost estimating will be required.

Kimley-Horn will summarize the site evaluation in a brief technical memorandum and provide to YCTD. It is assumed that any comments to the memorandum will be addressed as part of deliverables in subsequent tasks.

#### **Task 4: Concept Design and Cost Estimate**

Kimley-Horn will participate in a project coordination meeting (included in Task 1) and receive direction from YCTD on a preferred site location to advance to concept design. Kimley-Horn will prepare a 10% concept design for the preferred site location. The concept design will be drawn on an aerial and no topographic survey will be conducted. Recommended sidewalk and crossing improvements within the site location, extending to immediately adjacent intersections, will be noted on the concept design. The concept design will include identification of infrastructure elements and AutoTurn bus turning paths will be run.

Kimley-Horn will submit the concept design for one round of review and comment by YCTD. After addressing YCTD comments, Kimley-Horn will prepare an Opinion of Probable Cost (OPC) for the subsequent development and construction of the transit center. The OPC will be submitted to YCTD for one round of review and comment and a revised OPC will be prepared.

#### **Task 5: Summary Report and Presentations**

Kimley-Horn will prepare a brief summary report that identifies the preferred site, contains the concept design, the OPC, and a brief description of the other sites considered but not advanced. It will identify next steps for the transit center project, which may include environmental clearance and design. Kimley-Horn will address one round of comments on the Summary Report and provide a revised Summary Report for YCTD use.

Kimley-Horn will support YCTD in making up to four (4) presentations to elected bodies or other stakeholder groups. It is assumed that the four presentations will have similar presentation content and that Kimley-Horn is responsible for creating one PowerPoint slide deck for use in the presentations. Up to two of the four meetings are assumed to be in-person, with the rest virtual-only.

## Schedule

The following schedule is anticipated to complete Tasks 1-5. Kimley-Horn will not be responsible for events outside of its control, such as the scheduling of meetings with the City, the selection of a preferred site, the timing of the community presentation, or delays in the receipt of critical data needs.

Activity	Timeline from Project Notice to Proceed
Develop Facility Requirements	+4 weeks
Transit Center Locations Analysis Memo	4 weeks after receipt of comments on draft facility requirements
Draft Concept Design	3 weeks after selection of preferred site by YCTD
Opinion of Probable Cost	3 weeks after YCTD review of draft concept design
Summary Report	3 weeks after submittal of OPC

## Fee and Billing

Kimley-Horn will perform the services outlined in Tasks 1-5 on a labor fee plus expenses basis not to exceed \$72,630. A detailed table is provided below. Labor fee will be billed on an hourly basis according to the rates shown below. Rates shown are valid until December 31, 2023, at which point they will be updated to reflect then-current rates.

We appreciate the opportunity to continue to support YCTD on advancing the Woodland Transit Center Relocation Project. Please contact Adam Dankberg at (510) 350-0243 or [adam.dankberg@kimley-horn.com](mailto:adam.dankberg@kimley-horn.com) if you have any questions or require additional information.

Task	Sr Prof II	Sr Prof I	Prof II	Prof I	Analyst II	Analyst I	Sr. Project Support	Support Staff	Total
<i>Hourly Rate</i>	330	295	240	215	190	150	190	125	
Task 1: Meetings and Coordination	3	16	3		14		8		\$10,610
Task 2: Develop Facility Requirements		4	2		16				\$4,700
Task 3: Identify Potential Transit Center Locations	3	8	12	16	26	36		2	\$20,260
Task 4: Concept Design and Cost Estimate	3	4	6	16	30	12		2	\$14,800
Task 5: Summary Report and Presentations		30	4		25	44		6	\$21,910
Direct Expenses									\$350
Mileage/Printing									\$350
<b>Total</b>	<b>9</b>	<b>62</b>	<b>27</b>	<b>32</b>	<b>111</b>	<b>92</b>	<b>8</b>	<b>10</b>	<b>\$72,630</b>

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Adam Dankberg, P.E.

Vice President

P.E. No: CA70598





NOVEMBER 2019

→ Project Development of the  
**WOODLAND TRANSIT CENTER**  
FINAL REPORT ←

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## Project Summary

### *Introduction*

The Yolo County Transportation District (YCTD) provides transit service in Yolo County under the YoloBus brand, operating 13 routes within the City of Woodland, including eight Regular bus routes, two Commuter bus routes, and three Express bus routes. Each of these Woodland transit bus lines meet at an existing transit center located in southern Woodland, in the County Fair Mall parking lot across from the Cinemark Movie Theater about 1.2 miles south of the East Street/Main Street intersection.

The existing transit center at the County Fair Mall parking lot has minimal amenities, including four shelters, a concrete bus pad, trash receptacles, system information, lighting, and 20 bike racks. The existing transit center includes approximately 350 feet of designated red curb for bus activity. Community members have expressed safety and security concerns at the current facility, including issues ranging from car vandalism and theft to poor pedestrian and bicycle circulation.

The Woodland Transit Study, adopted by YCTD in May 2016, investigated Woodland's need for transit services and recommended improvements for YoloBus service in Woodland. Two primary recommendations from the study were to restructure bus routes in Woodland to operate as a pulse network as well as relocate the existing transit center to a more centralized location. A pulse network, in which all routes serve a single transit hub and operate on similar schedules, allows passengers to easily transfer from one bus to another. This would allow re-alignment of existing bus services in Woodland to increase frequency, reduce travel time, and reduce operating costs. Implementing a pulse network that would facilitate a more efficient schedule and minimize out-of-direction travel for most routes, however, would require relocating the existing transit center to a more central location within downtown Woodland. The pulse network recommended by the Woodland Transit Study is shown in **Figure 1**.

In 2019, YCTD initiated a Comprehensive Operational Analysis (COA) to re-assess the service model throughout the system, including the City of Woodland. The COA analysis will evaluate the pulse network and other service network models in this area; because of this, the facility requirements for this transit center may continue to evolve.

Based on the recommendations of the Woodland Transit Study, YCTD, in partnership with the City of Woodland, initiated the Woodland Transit Center study to identify and assess feasible locations for a relocated transit center near, or within, downtown Woodland. Technical analysis, design feasibility evaluation, and stakeholder input were performed to identify, develop, and evaluate sites for a new transit center. This final report documents the results of the site evaluations and identifies two preferred site locations for a central Woodland Transit Center. Lastly, this report identifies next steps and other considerations for the provision of a new transit facility.

## **Project Purpose**

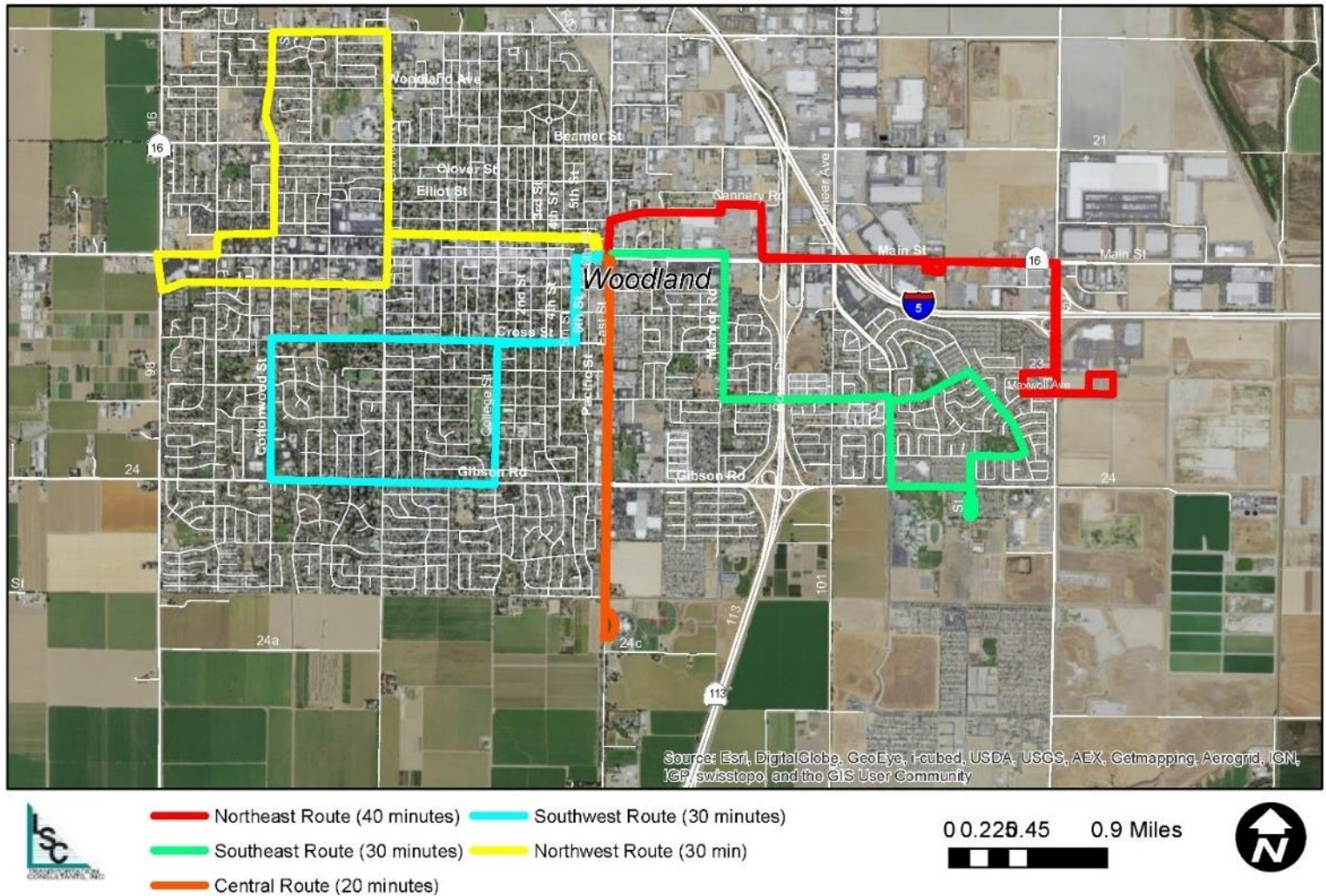
While the existing transit center at the County Fair Mall parking lot meets current transit service levels, YCTD and the City of Woodland are considering relocating the existing transit center to a more central location in Woodland to promote efficient transit service, provide safe and convenient multimodal access to transit, and explore joint development opportunities. The primary project purpose is to identify and assess relocating the County Fair Mall transit center to a new site that would enhance the efficiency and effectiveness of bus service while improving accessibility and providing a positive and safe passenger experience.

The project's *Existing Conditions Memorandum* (dated July 19, 2018) summarizes objectives from relevant prior plans—including the City of Woodland 2035 General Plan, Downtown Woodland Specific Plan, and 2016 Woodland Transit Study. The *Existing Conditions Memorandum* is attached in **Appendix A**. The project objectives for the Woodland Transit Center study were developed to be consistent with the objectives identified in these prior plans and are based on community and stakeholder feedback. These project objectives are detailed in the *Goals & Objectives and Evaluation Criteria Memorandum* (July 19, 2018) attached in **Appendix B**. Primary elements include:

- Providing improved transit connectivity
- Accommodating transit users
- Designing a cost-effective near-term and long-term service level facility
- Providing a secure and safe space
- Promoting joint development and economic vitality

Figure 1 – Proposed Pulse Network

### Pulse Network Serving Existing Service Area- Downtown Transit Center





### Project Process

**Figure 2** depicts a summary of the project process, which included two rounds of community input and two rounds of screening and evaluation of transit center site locations. The *Existing Conditions Memorandum* (**Appendix A**) summarizes background studies, plans, projects, and relevant goals and policies. It references previous planning efforts completed, current circulation conditions in the central Woodland area, and, building off the Woodland Transit Study, how a pulse network could leverage a central transit center to promote network efficiency.

**Figure 2 – Project Process**



The *Goals and Objectives and Evaluation Criteria Memorandum* (**Appendix B**) as well as the *Transit Facility Needs Memorandum* (completed August 23, 2018, and attached here as **Appendix C**) help inform the selection process for the different sites. The *Transit Facility Needs Memorandum* identified the amenities and facilities recommended for the Woodland Transit Center. This included bus bays and space, mode of access considerations, supporting facilities, and land use requirements. These needs informed the screening of potential locations for the transit center and will be used as the basis of the design for the facility once a preferred location is selected.

Seven potential site locations were initially selected for consideration based on identified goals and objectives and facility needs. Through a process of site evaluation and prioritization completed by the Project Management Team, four of the seven sites were selected for further refinement, concept development, and more detailed evaluation.

Public engagement outreach was conducted to solicit and receive input about each of the site alternatives under consideration. Two rounds of community workshops were conducted to provide an opportunity for the public to learn about the project and provide feedback. The first round of outreach took place in the Spring of 2018 to inform the public about the project and to gather feedback about goals and objectives and potential transit center locations. The second round of outreach took place in the Spring of 2019 to gather input from the public on specific sites under consideration and to help inform the final recommendations.

Two potential site locations were identified as the preferred final recommendations based on evaluation results, community input, and input from YCTD and City of Woodland: Site B (Third Street & Court Street) and Site E (Armfield Avenue).

## Facility Requirements

Required facilities are essential to a transit center, including security kiosks, paratransit space, and bus bays, the number which will be dictated by the number of bays required to accommodate the new pulse operation for local routes as well as serve the Commuter and Express routes. A pulse network, where all routes serve a single transit hub and operate on similar schedules, requires a relatively larger number of bus bays to accommodate the arrival of many routes at the same time and allow for seamless transfers. To implement the pulse network envisioned in the Woodland Transit Study, eight (8) bus bays are required for Yolo bus operations (seven bays for 40-foot vehicles and one bay for a 45-foot vehicle) as well as curb space for paratransit vehicles, Transportation Network Company (TNC) vehicles, taxis, and passenger pick-up/drop-off activity. If the pulse network were to be modified or not implemented, the number of required bus bays would likely be less than this estimate because bus arrival patterns could be staggered to allow a single bay to serve multiple routes.

In terms of installation, bus bays could be provided in a sawtooth-bay or a straight-bay configuration. Sawtooth bus bays are more efficient from a space utilization standpoint by allowing buses to be spaced more closely together but may limit future flexibility in vehicle sizing.

In addition, other amenities common at modern transit centers are recommended at the proposed new transit center, including security features including lighting, secure bicycle parking, and surveillance; real-time transit information; and wayfinding and system information.

The project also considered the opportunity to introduce Transit-Oriented Development (TOD) around the transit center. TOD refers to medium- or higher-density development oriented around a transit facility and provides a number of benefits if implemented in conjunction with a high-quality facility with frequent transit service. Benefits include the opportunities to activate the space around the transit center beyond the ebbs and flows of typical high transit ridership periods, increase ridership by locating more potential users in close proximity to transit, and potentially fund a portion of the transit facility investment.

The *Facility Needs Memorandum* included in **Appendix C** details the required and recommended amenities and facilities for the transit center.

## Evaluations and Findings

Seven sites were initially selected for consideration based on identified goals and objectives and facility needs. These seven locations were:

- Site A (Court Street/College Street)
- Site B (Court Street/3<sup>rd</sup> Street)
- Site C (Main Street/4<sup>th</sup> Street)
- Site D (Main Street/East Street)
- Site E (Armfield Avenue/East Street)
- Site F (Oak Avenue/6<sup>th</sup> Street)
- Site G (County Fair Mall, the existing transit center)

Each of these sites then underwent a screening analysis that narrowed down the list of potential options to four sites. This screening analysis consisted of a qualitative evaluation that rated for the evaluation criteria outlined in the *Goals and Objectives and Evaluation Criteria Memorandum (Appendix B)*. The evaluation methodology is detailed in the *Alternative Site Evaluation Memo (Appendix D)*. The four sites selected for a more detailed evaluation were:

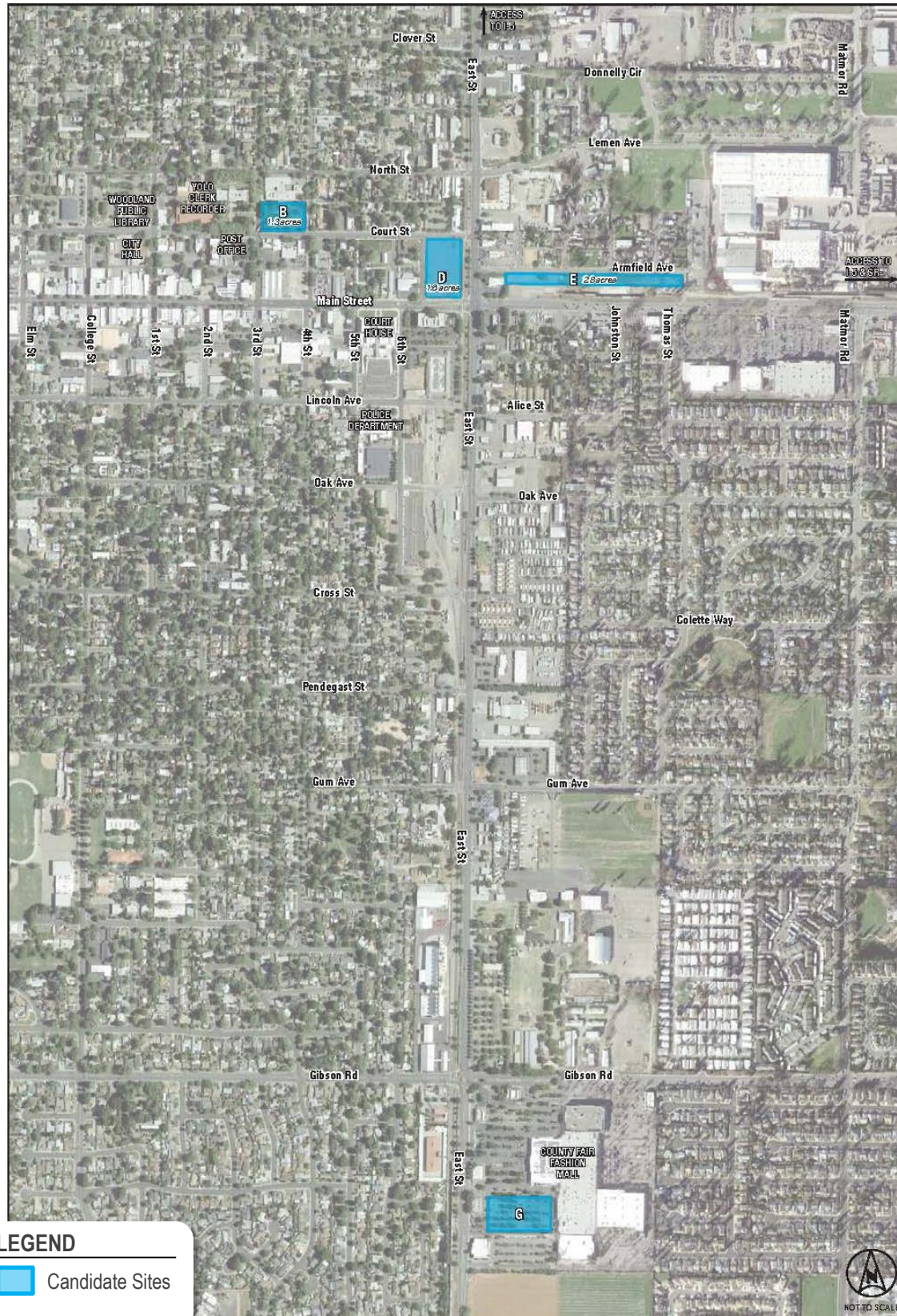
- Site B (Court Street/3<sup>rd</sup> Street)
- Site D (Main Street/East Street)
- Site E (Armfield Avenue/East Street)
- Site G (County Fair Mall, the existing transit center)

The locations of the four sites can be found in **Figure 3**. As part of the evaluation, Kimley-Horn prepared a conceptual design for each site that includes the configuration and layout of bus bays and facilities identified in the *Transit Facility Needs Memorandum (Appendix C)* and TOD opportunity areas. Each conceptual design included a plan view layout of the facility and accompanying artistic renderings.

Bus routing diagrams were prepared for each alternative, depicting how buses may enter, berth, and exit the facility. Bus berth assignments would be refined in future project phases. Bus routing is based on the planned future bus network configuration included in the Woodland Transit Study (2016).



Figure 3 – Site Alternatives Selected for Detailed Evaluation



For all four alternatives, high-medium-low ratings were prepared for each evaluation criterion with a high rating corresponding to a favorable outlook and a low rating indicating undesirable conditions.

That memo included consideration of the following evaluation criteria:

- **Local Circulation**
  - Efficiency of Bus Service
  - Proximity to Existing and Planned Bicycle Facilities
  - Accessibility from City Roadway Network
  - Adequacy of Pedestrian Facilities Near Station Site
  - Connectivity to Downtown Woodland
- **Site Flexibility**
  - Site Size Shape, and Flexibility for Multimodal Uses
  - Site Size Shape, and Flexibility for Supporting/Complementary Uses
  - Compatibility with Existing Zoning
- **Site Acquisition and Use**
  - Feasibility of Site Acquisition
- **Safety and Security**
- **Environmental Risk Factors**

The findings of the site evaluations for the four alternative locations is documented in the *Alternative Site Evaluation Memo* (Appendix D).

## Public Engagement

Public engagement was included as part of the site evaluation and refinement process. Public feedback was gathered during two engagement periods, including two community workshops. The first community workshop was held at the beginning of the project, on May 2, 2018, to introduce the study and its purpose and schedule, obtain input on the desired evaluation criteria, identify potential amenities at the transit center, and gather input on the range of potential candidate sites. The summary of the first community workshop is attached in **Appendix E**.

The second round of outreach took place after the four preferred sites had been identified and evaluated. This second round provided a review of the evaluation outcomes as well as a forum for community members to offer input about the preferred site location. Pop-up workshops were held on Wednesday May 8, 2019, at the Woodland Community and Senior Center from 10 AM to 12 PM and at the County Fair Mall Transit Stop from 3:30 PM to 6:30 PM. Boards of the four refined alternatives were on display as well as options for amenities such as artwork, public spaces, and real time transit information. Passersby were asked to participate in learning about the project and evaluate the boards. Participants were asked to select their preferred alternatives as well as desired amenities and to provide any further comments. An online survey was distributed using social media, electronic mailing lists, and fliers posted at bus stops and on YCTD buses. The summary report for the second round of outreach is attached in **Appendix F**.

## Recommended Sites for Further Consideration

Based on community feedback and the technical evaluation, two sites were identified for further consideration as part of future project development: Site B (Third Street & Court Street) and Site E (Armfield Avenue/East Street), as shown in **Figure 4**.



Figure 4 – Final Site Alternatives



### Site B: Third & Court

Site B is a 1.3-acre site that is currently owned by Yolo County and currently is the location of the Yolo County Public Defender's office and its adjoining parking lot. Kimley-Horn developed two alternative transit center and accompanying TOD configurations for this site depending on the portion that may be obtained from the County for transit center and TOD use. The first configuration (**Figure 5**), referred to as Site B1, assumes that the Yolo County Public Defender building, located on the north side of the site, will remain. Site B1 utilizes the area currently providing the parking for the building. **Figure 6** depicts the alternative configuration of Site B, referred to as Site B2, with the removal of the County Public Defender building. Potential renderings of B1 and B2 are shown in **Figure 7** and **Figure 8** respectively.

Site B would be well integrated with downtown Woodland and the area's multimodal transportation network. Furthermore, by being located further from the congested Main Street/East Street intersection, Site B provides greater flexibility in bus routing. Although a location further away from the epicenter of the bus network may result in increased bus operations costs associated with increased mileage and revenue service periods, the pulse operations may be more effective as the most constrained route (west route) is shortened with this location. The feasibility of acquiring the site from Yolo County and the associated relocation of the Public Defender's Office is unknown. The site would require a zoning change approval but carries the least amount of environmental risk factors. Lastly, in addition to this site being located within the Downtown Specific Plan boundaries, it provides the possibility for efficient bus service due to its accessibility from the city roadway network as well as proximity to existing and planned bicycle facilities and is easily accessible for pedestrians.



Figure 5 – Site B1 Configuration

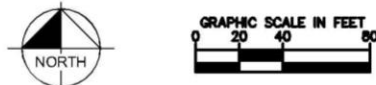
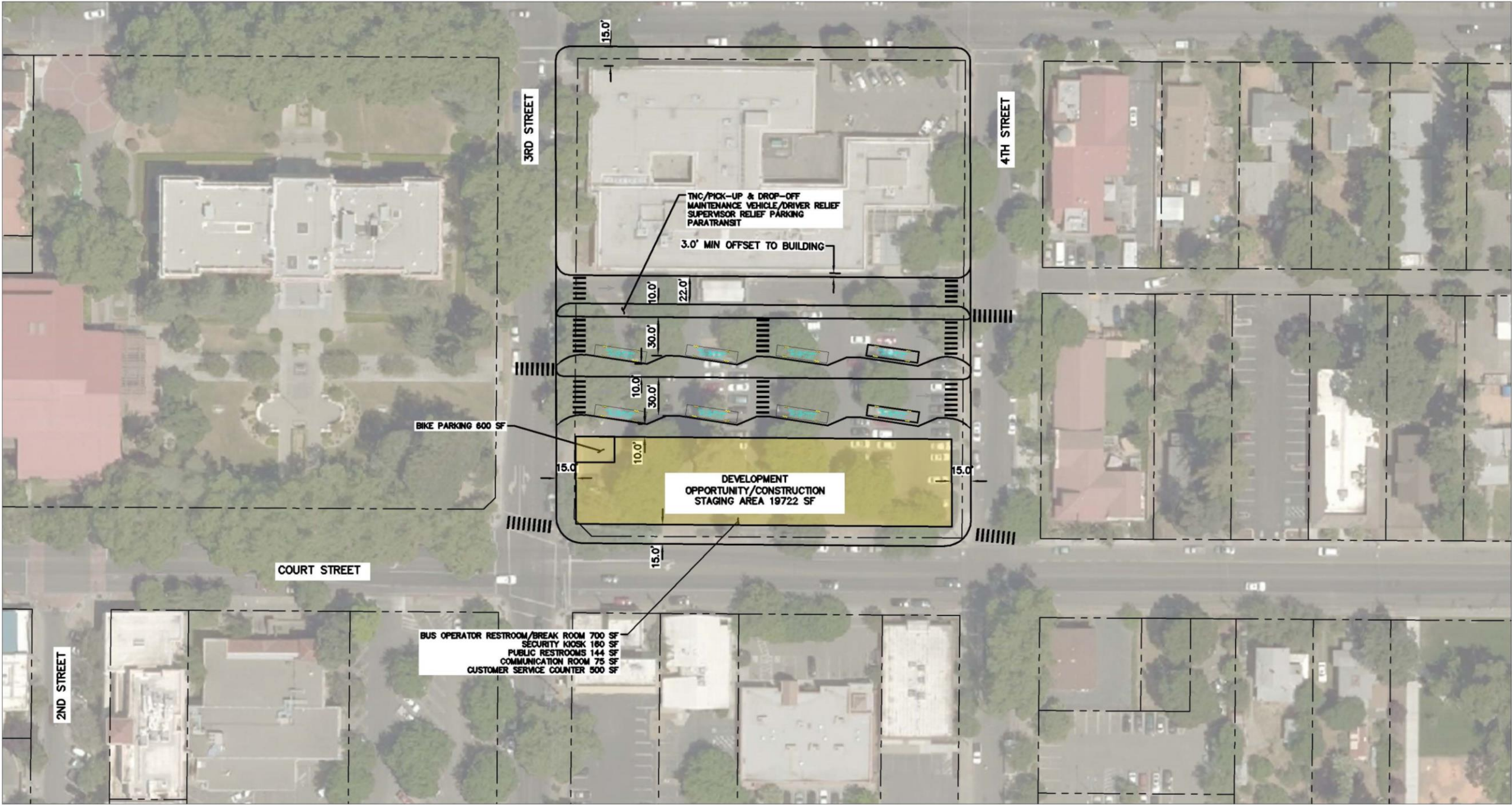




Figure 6 – Site B2 Configuration

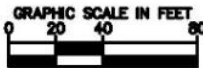
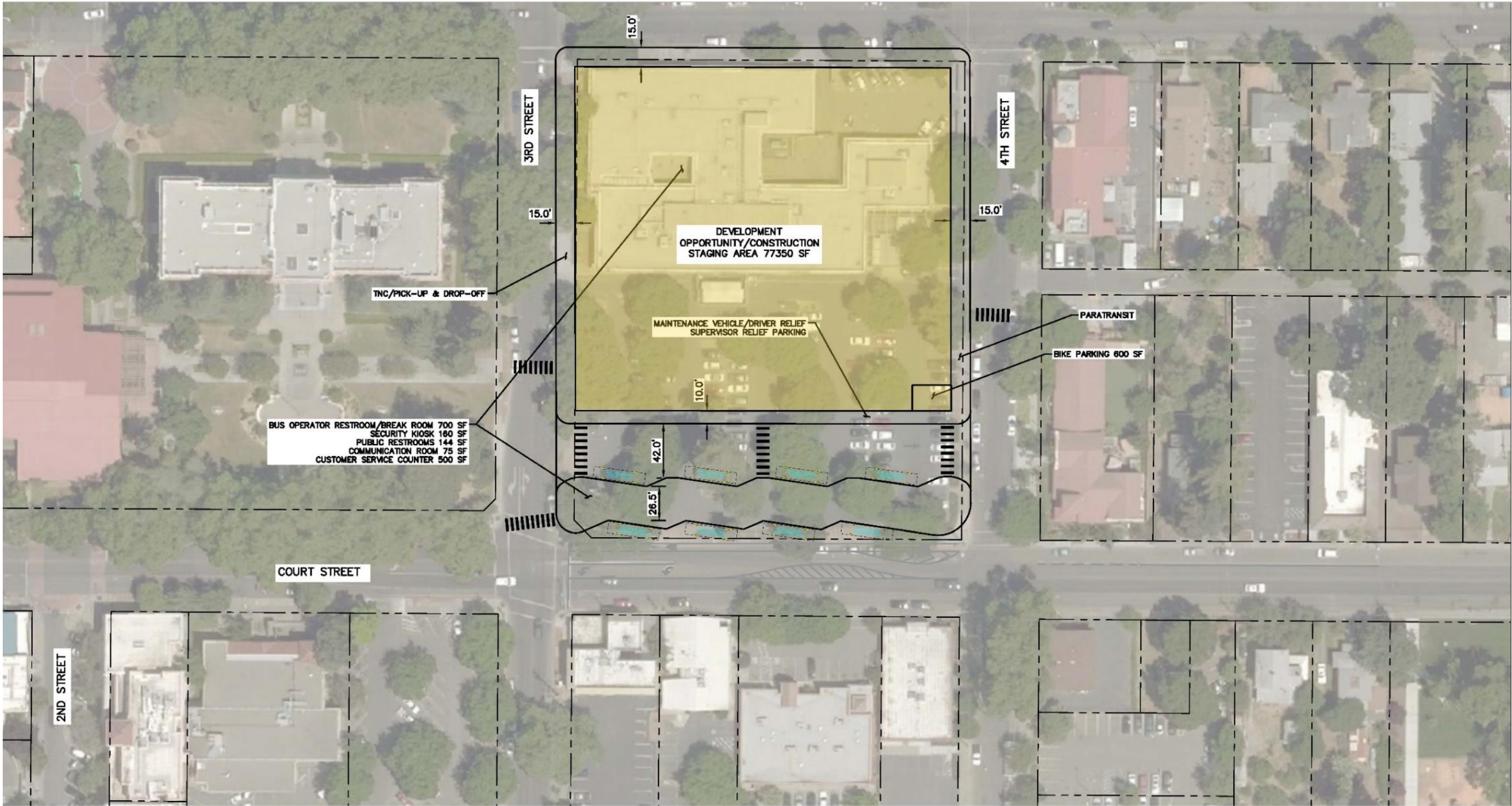




Figure 7 – Site B1 Rendering





Figure 8 – Site B2 Rendering





### **Site E: Armfield**

Site E is a 2.8-acre site that is currently owned by Sierra Northern Railroad. It is primarily abandoned land with storage of rail cars along the tail track located along the southern portion of the site.

**Figure 9** shows the configuration of Site E. The site is located between Main Street and Armfield Avenue between A Street and Thomas Street. It is bordered to the west by a 7-Eleven and a restaurant, to the south by commercial land use, to the east by industrial land use, and to the north by single-family residential. The Project Management Team is aware of ongoing discussions involving the Sacramento Flood Control District, which is considering purchasing the railroad right-of-way between Woodland and West Sacramento. The probability and overall cost of such a purchase is not yet known. If that purchase is completed, then the rail segment running through Woodland would have diminished value. Regardless of the purchase of the right-of-way east of Woodland, this site would require removal of the rail tail tracks and rail car storage. If the purchase is not completed, then the rail tail tracks and rail car storage would have to be relocated, at potentially significant cost to the project. A potential rendering of Site E is shown in **Figure 10**.

Site E is the largest of the parcels considered for the project, which provides the greatest flexibility in terms of configuration of the transit facilities and development opportunities. The feasibility of such development opportunities given the distance to downtown Woodland has not been determined. Site E would require the extension of Thomas Street to Armfield Avenue to provide critical access to and from the east for bus circulation. If the Thomas Street extension were not completed as part of this project or a related project, then bus routing would be circuitous and potentially impact the feasibility of the pulse network.

Site E is located near the intersection of Main Street and East Street, which minimizes the amount of out-of-direction travel for the network as a whole but creates challenges for bus circulation. There may need to be routing modifications implemented for the west, northeast, and south routes to maintain the proposed pulse operation. For example, routes departing to the south or arriving from the west or northeast would have to travel through the Thomas Street extension signal at Main Street due to limited turning movements between East Street and Armfield Street. This could result in significant out-of-direction travel depending on the location of the transit center within the site. The site also has the greatest amount of environmental risk factors, which introduces risk to the project cost. Lastly, the site is located across East Street from downtown Woodland and has a limited existing bicycle and pedestrian network; however, there is a Class II bike lane planned along Main Street that would improve bicycle connectivity to downtown.

Although the transit center could be located anywhere on the site, it would benefit from better pedestrian and bicycle access to and from downtown Woodland if located on the western side. Meanwhile, the eastern side of the site could provide more efficient bus routing via the extension of Thomas Street. Although slightly further removed from the Downtown Specific Plan boundaries, this site would provide for a more efficient bus service, better bicycle and pedestrian connections, and better accessibility to the city roadway network than the current location of the existing transit center.

### **Other Considerations for Both Sites**

Implementation of Transit Signal Priority (TSP) is recommended for any traffic signals along primary bus routes for all the alternatives of the transit center. TSP will help provide efficiency in the routing times to and from the transit center by reducing dwell times at traffic signals for transit vehicles.



Figure 9 – Site E Configuration

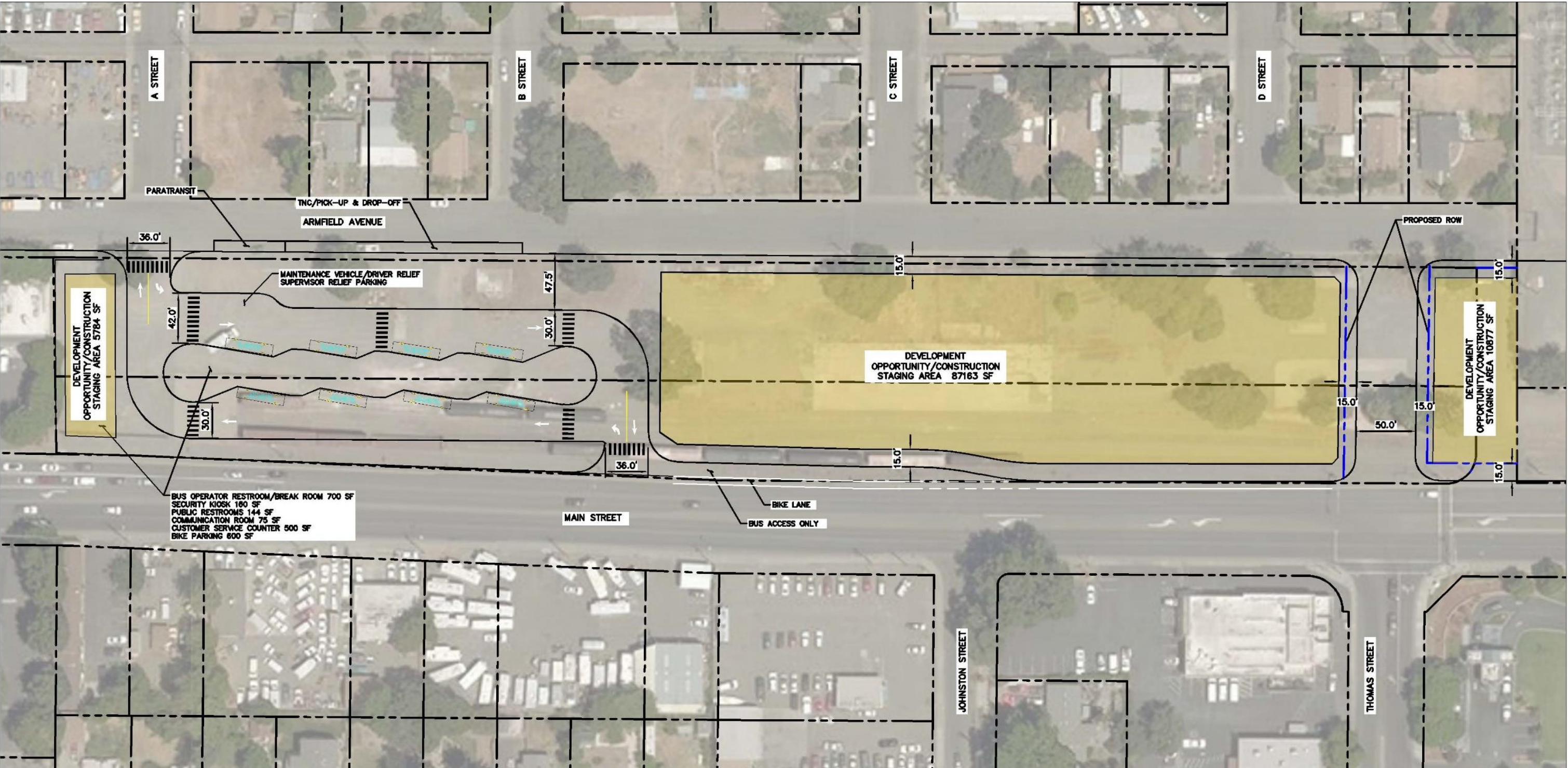




Figure 10 – Site E Rendering





## Estimated Range of Probable Cost

Note that each site has different amounts of construction staging/development opportunity available based on current parcel boundaries and roadway access. Thus, while the ROW needed for each site differs, the ROW needed strictly for transit-related uses is similar between the three alternative project sites.

While Site E has the greatest acquisition required, it also provides the largest amount of construction staging/development opportunity space, the use of which may offset additional project costs. There is a great deal of cost uncertainty for Site E due to unknowns regarding environmental remediation that may be needed, the cost and timing to purchase the railroad ROW, and development opportunities.

The costs for all sites include the estimated ROW acquisition cost and demolition cost for the entire area as shown, including the construction staging/development opportunity sites; however, the cost estimates do not factor in any residual value of the land associated with the development opportunity.

The cost comparison for the different alternatives is summarized in **Table 1 – ROW/Development Opportunity Space and Cost Comparison**. A detailed cost analysis can be found in **Appendix G**.

*Table 1 – ROW/Development Opportunity Space and Cost Comparison*

	Alternative B1	Alternative B2	Alternative E
ROW/Development Opportunity Space	2.5 acres	2.5 acres	4.6 acres
Total Construction	\$6,611,000	\$7,066,000	\$13,168,000
Right of Way / Property Acquisition	\$828,000	\$1,329,000	\$1,680,000
2 Year Escalation	\$392,000	\$442,000	\$782,000
<b>Total Project (YOE \$)</b>	<b>\$7,831,000</b>	<b>\$8,837,000</b>	<b>\$15,630,000</b>

## Conclusion and Next Steps

The two preferred site locations, Site B and Site E, each meet project objectives for accessibility and circulation for transit and other access modes. They support conversion to a pulse network as they are centrally located in Woodland, providing for efficient route alignments and reduced transit travel times for many users. Site G, the existing transit center, would not allow for conversion to the pulse network due to the out-of-direction travel time and overall distance from central Woodland. Both sites would also greatly increase transit accessibility for downtown Woodland by increasing transit efficiency in close proximity to downtown. In addition, both sites provide ample opportunities for TOD.

Further evaluation would be required for the two alternatives to determine feasibility of property acquisition, extent of potential environment impacts, and viability of potential adjoining TOD. An environmental clearance process would need to be completed for one or both of the alternatives to identify any environment impacts and corresponding mitigations. Funding sources would have to be identified for future phases of the project including environmental clearance, design, and construction.

As part of the environmental process and subsequent preliminary engineering and final design efforts, additional factors may be considered as the concepts are further refined. One such factor is the implication of emerging transportation technologies such as micro-transit and autonomous transit. These technologies may affect transit vehicle size, number of routes, and frequency of service, among other factors, and thus may influence transit center design and configuration. It is envisioned that a transit center would still be beneficial to connect micro-transit or on-demand services with well-utilized fixed route regional services; however, the conversion to an on-demand or micro-transit-based service strategy may influence the quantity and configuration of bus bays needed at the transit center. It may be beneficial to develop the transit center in phases or stages based on transit service needs.

Evolution in transportation technologies and services may also result in requiring additional curb space for the pick-up and drop-off of passengers in lieu of additional vehicle parking. Integrating advanced technologies also may require additional infrastructure for aspects like communications and security that would need to be incorporated into the transit center. In addition, YCTD is currently undertaking a Comprehensive Operational Analysis (COA), analyzing bus service strategies across its entire system. The COA may result in changes to the desired service plan that would in turn modify facility requirements for the Woodland Transit Center. For example, if a pulse network is not recommended by the COA, the number of bus bays required at the transit center may be reduced.

Successfully incorporating TOD into the transit facility will rely on a development market that is economically supportive of TOD in the preferred location for the transit facility. There are several models for integration of TOD, including:

- City or YCTD selecting a developer and the developer constructing the transit center in exchange for certain development benefits or rights (such as the underlying land);
- City or YCTD subdividing the property and constructing the transit center on one portion and selling the other portion for development;
- City or YCTD constructing both the transit center and TOD and then receiving recurring revenues from leasing the property.

A subsequent project effort may include further evaluating the optimal approach for TOD integration as well as the market viability for TOD in the area of the identified two preferred sites. In addition, it is recommended that the City of Woodland review development codes to ensure that they are supportive of TOD, particularly in the areas of parking requirements, height limits, and zoning. An implementation strategy would consider all of these different factors to determine the timeframe and financial opportunities associated with TOD.



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→ Appendix A

# **EXISTING CONDITIONS MEMORANDUM**

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→ Appendix B

# **GOALS & OBJECTIVES AND EVALUATION CRITERIA MEMORANDUM**

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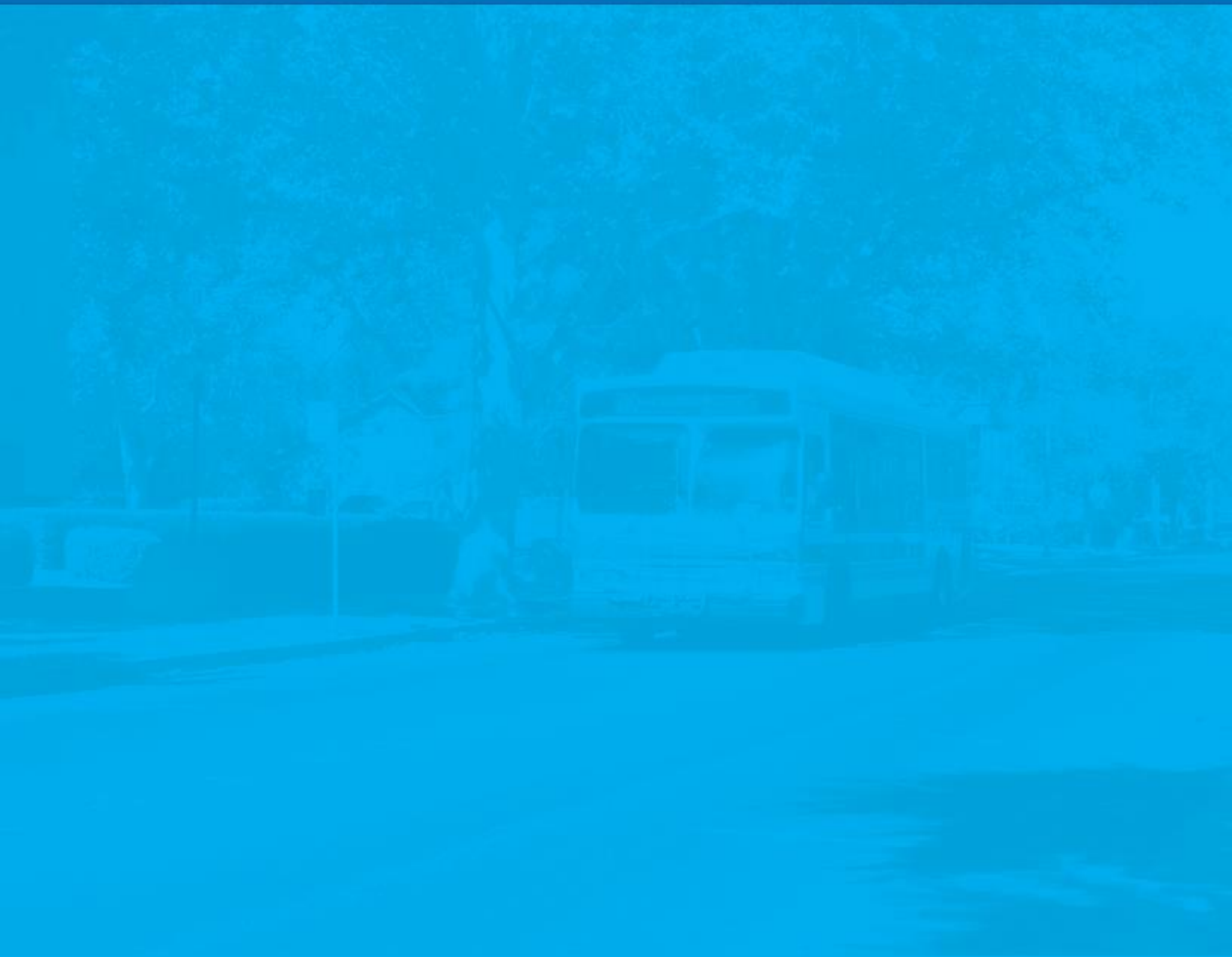
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→ Appendix C

## **TRANSIT FACILITY NEEDS MEMORANDUM**

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→ Appendix D

# **ALTERNATIVE SITE EVALUATION MEMO**

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→ Appendix E  
**OUTREACH SUMMARY #1**



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→ Appendix F  
**OUTREACH SUMMARY #2**

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→ Appendix G  
**COST ANALYSIS**

