LOU CECI – Nevada City City Council SUSAN HOEK – Nevada County Board of Supervisors TOM IVY – Grass Valley City Council, Chair JAY STRAUSS – Member-At-Large DUANE STRAWSER – Member-At-Large ROBB TUCKER – Nevada County Board of Supervisors, Vice Chair JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

REGULAR TELECONFERENCE MEETING AGENDA

A regular meeting of the **Nevada County Transportation Commission (NCTC)**

will be held on

Wednesday, September 17, 2025 at 10:00 a.m.

at the following locations:

Grass Valley City Hall Council Chambers

125 East Main Street, Grass Valley, California

Video Conferencing located at the

Truckee Town Hall, Prosser Room

10183 Truckee Airport Rd, Truckee, CA 96161

To join the Zoom meeting on your computer or mobile device:

https://us02web.zoom.us/j/2869133292?pwd=MXIFcmZ5QnNPZGJCSm93WEhJbUs4UT09&omn=8 1896076116

Meeting ID: 286 913 3292 Online Password: Rona530

To join the Zoom meeting by phone: +1 669 444 9171 or +1 669 900 6833.

Find your local number: https://us02web.zoom.us/u/kb385pZGtl

Meeting ID: 286 913 3292 Phone Password: 4181337

PUBLIC COMMENT:

Written Comments: You are welcome to submit written comments to the Commission via email. Please send your comments to nctc@nccn.net. Please include the words **Public Comment** and the **meeting date and a brief title and/or agenda item number** in the subject line, and limit your word count to 400 words. Comments will be accepted through the public comment period and individual agenda discussion items during the meeting.

Oral Comments: Please come to the podium, or use the Zoom "**Raise Hand**" feature, when the agenda item number and subject matter are announced. For items not on the agenda, please comment during the Public Comment time. When recognized, please provide your name and address for the record. The Chair may limit any individual to 3 minutes, and may limit the total time allocated for Public Comment to a minimum of 15 minutes. Time to address the Commission will be allocated based on the number of requests received. Not all members may be allowed to speak if the total time allotted expires.

Phone attendees: Press *9 to Raise Hand

Meetings are conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, et seq.

The Commission welcomes you to its meeting. Your opinions and suggestions are encouraged. These meeting rooms are accessible to people with disabilities. In compliance with Section 202 of the Americans with Disabilities Act of 1990, and in compliance with the Ralph M. Brown Act, anyone requiring reasonable accommodation to participate in the meeting, including auxiliary aids or services, should contact the NCTC office at (530) 265-3202 at least 72 hours in advance of the meeting.

REGULAR MEETING: 10:00 a.m.

STANDING ORDERS: Call the Meeting to Order, Pledge of Allegiance, Roll Call

PUBLIC COMMENT

<u>CONSENT ITEMS</u>: All matters listed are to be considered routine and noncontroversial by the Commission. There will be no separate discussion of these items unless, before the Commission votes on the motion to adopt, a Commissioner, a staff member, or an interested party requests that a specific item be removed.

Adopt Consent Items by roll call vote.

1. Financial Reports:

June 2025

- Local Transportation Funds
- NCTC Administration/Planning Fund
- > Regional Transportation Mitigation Fee Program Fund
- > State Transit Assistance Fund
- > Regional Surface Transportation Program Fund
- ➤ SB 125 Funds
- 2. NCTC Minutes: July 9, 2025 Meeting

Recommendation: Approve.

3. <u>State of Good Repair Project for FY 2025/26</u>: See staff report.

Recommendation: Adopt Resolution 25-26.

4. NCTC Lease Extension Agreement with Providence Park, LTD: See staff report.

Recommendation: Adopt Resolution 25-27.

5. Rescind Balance and Revise Allocation of the Town of Truckee Transportation Development Act Claim for State Transit Assistance Capital Funds: See staff report.

Recommendation: Adopt Resolution 25-28.

6. <u>Allocation of Regional Surface Transportation Program Funds to the County of Nevada for FY 2025/26</u>: See staff report.

Recommendation: Adopt Resolution 25-29.

7. <u>Subrecipient Agreement with AMBAG to Update the Rural Counties Task Force Administrative Support Manual</u>: See staff report.

Recommendation: Adopt Resolution 25-30.

ACTION ITEMS

8. <u>Public Hearing - Draft 2045 Nevada County Regional Transportation Plan Update</u>: See staff report.

Recommendation: Receive public comments.

9. Road User Charge Pilot Program: Presentation by Lauren Prehoda of Caltrans. See staff report.

Recommendation: Provide comments.

INFORMATIONAL ITEMS

- 10. Correspondence
 - A. Malia M. Cohen, California State Controller, <u>Fiscal Year 2025-26 State Transit Assistance Funds Allocation Revised Estimate</u>, File 370.0, 8/1/2025.
- 11. Executive Director's Report

<u>COMMISSION ANNOUNCEMENTS</u>: Pursuant to Government Code Section 54954.2, Commission members and the Executive Director may make a brief announcement or report on his or her activities. They may also provide a reference to staff or other resources for factual information, request staff to report back to the Commission at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda.

SCHEDULE FOR NEXT REGULAR MEETING: November 12, 2025 at 10:00 am in the Grass Valley City Hall Council Chambers.

ADJOURNMENT OF MEETING

This agenda was posted 72 hours in advance of the meeting at the Grass Valley City Hall, the Truckee Town Hall, the Nevada County Transportation Commission office, and on the Nevada County Transportation Commission website: http://www.nctc.ca.gov.

For further information, please contact staff at the Nevada County Transportation Commission, 101 Providence Mine Road, Suite 102, Nevada City, CA 95959; (530) 265-3202; email: nctc@nccn.net

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NCTC

COMMISSION

MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

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2025 NCTC MEETING SCHEDULE

JANUARY 29, 2025

MARCH 19, 2025

MAY 21, 2025

JULY 9, 2025 – Grass Valley Council Chambers

SEPTEMBER 17, 2025

NOVEMBER 12, 2025

Meetings will be held at 10:00 am in the Grass Valley City Council Chambers unless otherwise stated

COMMONLY USED ACRONYMS NEVADA COUNTY TRANSPORTATION COMMISSION (NCTC)

A.D.A	American with Dischilling Act	NADO	National Association of Davidonment Organizations
ADA	Americans with Disabilities Act	NADO NCALUC	National Association of Development Organizations Nevada County Airport Land Use Commission
ADT AIA	Average Daily Trip	NCBA	Nevada County Business Association
ALUC	Airport Influence Area Airport Land Use Commission	NCCA	Nevada County Contractors' Association
ALUCP	Airport Land Use Compatibility Plan	NCTC	Nevada County Transportation Commission
ALUCP	- · · · · · · · · · · · · · · · · · · ·	NEPA	National Environmental Policy Act
	Active Transportation Program	NSAQMD	Northern Sierra Air Quality Management District
CALCOG	California Association of Councils of Governments	NSSR	North State Super Region
CalSTA CAR	California State Transportation Agency	0 & D	Origin and Destination Study
CAR	Concept Approval Report California Air Resources Board	OWP	Overall Work Program
CCAA	California Clean Air Act	PA/ED	Project Approval and Environmental Documentation
CCAA		PCTPA	Placer County Transportation Planning Agency
	Colifornia Environmental Quality Act	PDT	Project Development Team
CEQA CIP	California Environmental Quality Act Capital Improvement Program	PE	Professional Engineer
	Congestion Mitigation and Air Quality	PID	Project Initiation Document
CMAQ CNEL		PPM	Planning, Programming, and Monitoring
CSAC	Community Noise Equivalent Level California State Association of Counties	PS&E	Plans, Specifications, and Estimates
CSMP		PSR	Project Study Report
CT	Corridor System Management Plan Caltrans	PTMISEA	• •
CTC		TIMISEA	& Service Enhancement Acct.
CTP	California Transportation Commission California Transportation Plan	PUC	Public Utilities Code
CTS	Community Transit Services	RCRC	Rural County Representatives of California
CTSA	Consolidated Transportation Service Agency	RCTF	Rural Counties Task Force
DBE	· · · · · · · · · · · · · · · · · · ·	RFP	Request For Proposal
DBE	Disadvantaged Business Enterprise Department of Public Works	RIP	Regional Improvement Program
EIR	Environmental Impact Report	RPA	Rural Planning Assistance
EIS	Environmental Impact Report Environmental Impact Statement (U.S. Federal law)	RSTP	Regional Surface Transportation Program
EPA	Environmental Protection Agency	RTAP	Rural Transit Assistance Program
ERC	Economic Resource Council	RTIP	Regional Transportation Improvement Program
FAA	Federal Aviation Administration	RTMF	Regional Transportation Mitigation Fee
FFY	Federal Fiscal Year	RTP	Regional Transportation Plan
FHWA	Federal Highway Administration	RTPA	Regional Transportation Planning Agency
FONSI	Finding Of No Significant Impact	RTTPC	Resort Triangle Transportation Planning Coalition
FSTIP	Federal Statewide Transportation Improvement	R/W	Right-of-Way
15111	Program	SACOG	Sacramento Area Council of Governments
FTA	Federal Transit Administration	SDA	Special Development Areas
FTIP	Federal Transportation Improvement Program	SHA	State Highway Account
GIS	Geographic Information Systems	SHOPP	State Highway Operations and Protection Program
HPP	High Priority Project (Mousehole)	SSTAC	Social Services Transportation Advisory Council
HSIP	Highway Safety Improvement Program	STA	State Transit Assistance
INFRA	Infrastructure for Rebuilding America	STIP	State Transportation Improvement Program
IRRS	Interregional Road System	STP	Surface Transportation Program
IIP	Interregional Improvement Program	TAC	Technical Advisory Committee
ITE	Institute of Transportation Engineers	TART	Tahoe Area Regional Transit
ITIP	Interregional Transportation Improvement Program	TDA	Transportation Development Act
ITMS	Intermodal Transportation Management System	TDM	Transportation Demand Management
ITS	Intelligent Transportation Systems	TDP	Transit Development Plan
ITSP	Interregional Transportation Strategic Plan	TIGER	Transportation Investments Generate Economic
JPA	Joint Powers Agreement		Recovery (Funds)
LAFCO	Local Agency Formation Commission	TIP	Transportation Improvement Program
LCTOP	Low Carbon Transit Operations Program (Truckee)	TNT/TMA	Truckee-North Tahoe Transportation Management
LOS	Level Of Service		Association
LTF	Local Transportation Fund	TRPA	Tahoe Regional Planning Agency
MAP-21	Moving Ahead for Progress in the 21 st Century	TSC	Transit Services Commission
MOU	Memorandum of Understanding	TTALUC	Truckee Tahoe Airport Land Use Commission
MPO	Metropolitan Planning Organization	VMT	Vehicle Miles Traveled
MTC	Metropolitan Transportation Commission		
-	1 1		

JUNE

TOWN OF TRUCKEE (5805) LTF

16.75%

Cash Balance 06/01/2025	\$1,072,141.03
Additions	\$51,802.23
Deductions	<u>\$0.00</u>
Cash Balance 06/30/2025	\$1,123,943.26

Budget and Allocations

Fund Balance 6/30/24	\$1,016,559.12
Revenue Revised Findings Reso 25-06 03/19/25	<u>\$583,852.00</u>
AMOUNT TO BE ALLOCATED	\$1,600,411.12

Total Amount of Approved Allocations \$542,563.00
BALANCE Available for Allocation \$1,057,848.12

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
7/17/24 24-24	Transit/Paratransit Operations	\$542,563.00	\$432,255.26	\$110,307.74

JUNE

PEDESTRIAN AND BIKE (5806) LTF

2.00%

 Cash Balance 06/01/2025
 \$474,205.85

 Additions
 \$9,155.60

 Deductions
 \$0.00

 Cash Balance 06/30/2025
 \$483,361.45

Budget and Allocations

 Fund Balance 6/30/24
 \$406,994.60

 Revenue Revised Findings
 Reso 25-06 03/19/25
 \$74,888.00

 AMOUNT TO BE ALLOCATED
 \$481,882.60

Total Amount of Approved Allocations

BALANCE Available for Allocation

\$481,882.60

	No Allocations	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY	BALANCE

JUNE

NEVADA COUNTY (5807) LTF

66.53%

Cash Balance 06/01/2025 Additions	\$1,828,699.58 \$185,788.14
Deductions	\$251,108.11
Cash Balance 06/30/2025	\$1,763,379.61
Budget and Allocations	
Fund Balance 6/30/24	\$3,584,326.60
Revenue Revised Findings Reso 25-06 03/19/25	\$2,319,402.00
AMOUNT TO BE ALLOCATED	\$5,903,728.60
Total Amount of Approved Allocations	<u>\$4,664,258.00</u>
BALANCE Available for Allocation	\$1,239,470.60

DATE/ RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/17/24 24-21	FY 2024/25 Transit/Paratransit Operations	\$4,664,258.00	N/A	\$4,664,258.00	\$3,512,476.46	\$1,151,781.54
	TOTAL	\$4,664,258.00	\$0.00	\$4,664,258.00	\$3,512,476.46	\$1,151,781.54

JUNE

GRASS VALLEY (5808) LTF 13.38%

Cash Balance 06/01/2025	\$0.00
Additions	\$34,727.05
Deductions	\$34,727.05
Cash Balance 06/30/2025	\$0.00
Budget and Allocations	
Fund Balance 6/30/24	\$239,441.59
Revenue Revised Findings Reso 25-06 03/19/25	<u>\$466,302.00</u>
AMOUNT TO BE ALLOCATED	\$705,743.59
Total Amount of Approved Allocations	<u>\$642,298.00</u>
BALANCE Available for Allocation	\$63,445.59

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/17/24 24-22	Transit/Paratransit Operations	\$642,298.00	\$642,298.00	\$0.00

JUNE

NEVADA CITY (5809) LTF 3.34%

Cash Balance 06/01/2025	\$0.00
Additions	\$8,673.99
Deductions	\$8,673.99
Cash Balance 06/30/2025	\$0.00
Budget and Allocations	
Fund Balance 6/30/24	\$58,615.83
Revenue Revised Findings Reso 25-06 03/19/25	<u>\$116,471.00</u>
AMOUNT TO BE ALLOCATED	\$175,086.83
Total Amount of Approved Allocations	<u>\$158,923.00</u>
BALANCE Available for Allocation	\$16,163.83

DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/17/24 Reso 24-23	Transit/Paratransit Operations	\$158,923.00	\$158,923.00	\$0.00

JUNE

COMMUNITY TRANSIT SERVICES (5810) LTF

5.00%

Cash Balance 06/01/2025	\$209,199.57
Additions	\$15,326.21
Deductions	<u>\$0.00</u>
Cash Balance 06/30/2025	\$224,525.78
Budget and Allocations	
Fund Balance 6/30/24	\$228,527.87
Revenue Revised Findings Reso 25-06 03/19/25	<u>\$183,475.00</u>
AMOUNT TO BE ALLOCATED	\$412,002.87
Total Amount of Approved Allocations	<u>\$161,903.00</u>
BALANCE Available for Allocation	\$250,099.87

	TOTAL	\$161,903.00	\$161,903.00	\$0.00
7/17/24 24-24	Truckee Paratransit Operations	\$27,116.00	\$27,116.00	\$0.00
07/17/24 24-21	Nevada County Paratransit Operations	\$134,787.00	\$134,787.00	\$0.00
DATE/RESO	PROJECT	ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE

JUNE

NCTC Administration & Planning (6327)

Cash Balance 06/01/2025 \$533,134.71 Additions \$98,004.25 Deductions \$188,823.71 Cash Balance 06/30/2025 \$442,315.25 **BUDGET: Estimated Revenue & Allocations** \$511,919.54 Fund Balance 6/30/24 Estimated Revenue \$2,075,590.51 AVAILABLE FOR ALLOCATION \$2,587,510.05 Total of Approved Allocations \$2,075,590.51 BALANCE AVAILABLE FOR ALLOCATION \$511,919.54

W.E.	DESCRIPTION	Allocation	YTD Activity Accrual Basis	Balance	% Expended
1.1	General Services				
	NCTC Staff	\$261,351.34	\$247,590.40	\$13,760.94	94.73%
	Indirect	\$50,430.51	\$36,643.10	\$13,787.41	72.66%
	Consultant Human Resources	\$5,000.00	\$0.00	\$5,000.00	0.00%
1.2	Intergovernmental Advocacy	\$52,000.00	\$48,000.00	\$4,000.00	92.31%
1.2	Fiscal Adminitration	#200 #CF 20	Φ2.62.0.67.74	015 505 50	02.660/
	NCTC Staff	\$280,765.30	\$262,967.74	\$17,797.56	93.66%
	Indirect E: 1.4.1:	\$54,176.64	\$37,366.59	\$16,810.05	68.97%
	Fiscal Audit Triennial Performance Audit	\$58,190.00	\$58,190.00	\$0.00	100.00%
2.1		\$47,020.00	\$46,859.39	\$160.61	99.66%
2.1	Transportation Planning NCTC Staff	\$60,685.69	\$65,426.07	(\$4,740.38)	107.81%
	Indirect	\$16,231.77	\$10,745.37	\$5,486.40	66.20%
	Transportation Engineering	\$40,000.00	\$10,743.37	\$40,000.00	0.00%
	Local Agency	\$30,000.00	\$27,183.96	\$2,816.04	90.61%
	Traffic Counts	\$10,000.00	\$1,722.05	\$8,277.95	17.22%
2.1.1	Regional Transportation Plan Upda	,	\$1,722.03	\$0,277.75	17,22/0
2.1.1	NCTC Staff	\$23,433.91	\$26,270.96	(\$2,837.05)	112.11%
	Consultant	\$17,406.95	\$0.00	\$17,406.95	0.00%
2.2	Transportation Improvement Progr		Ψ0.00	ψ17,400.23	0.0070
	NCTC Staff	\$59,532.07	\$56,279.67	\$3,252.40	94.54%
	Indirect	\$11,487.34	\$6,677.50	\$4,809.84	58.13%
2.3	Transit & Paratransit Programs	ψ11,107 . 01	Ψ0,077.20	ψ 1,000.01	30.10 / 0
	NCTC Staff	\$45,069.43	\$50,060.21	(\$4,990.78)	111.07%
	Indirect	\$15,711.84	\$7,170.42	\$8,541.42	45.64%
2.3.3	Eastern Nevada County Transit Dev	,	Ψ7,170.12	Ψ0,611112	10.0170
	NCTC Staff	\$9,235.84	\$9,226.85	\$8.99	99.90%
	Consultant	\$8,580.90	\$8,580.90	\$0.00	100.00%
2.3.4	Reenvisioning Transit Western Nev	,	40,0000	4 ****	
	NCTC Staff	\$27,119.88	\$7,930.03	\$19,189.85	29.24%
	Consultant	\$170,000.00	\$0.00	\$170,000.00	0.00%
2.4	Coordination of Regional Planning	\$1.0,00000	ψ 0.00	41.0,00000	
	NCTC Staff	\$80,323.87	\$97,724.49	(\$17,400.62)	121.66%
	Indirect	\$31,141.90	\$19,337.96	\$11,803.94	62.10%
	Consultant ATP Application	\$30,000.00	\$0.00	\$30,000.00	0.00%
	Statewide Local Streets & Roads Asse	\$800.00	\$0.00	\$800.00	0.00%
2.4.1	Local Road Safety Plan (LRSP)	*******	*	*******	
	NCTC Staff	\$735.41	\$544.13	\$191.28	73.99%
	Consultant	\$3,061.72	\$0.00	\$3,061.72	0.00%
2.4.2	Airport Land Use Commission Plan	,	·	· ,	
	NCTC Staff	\$19,188.71	\$18,940.37	\$248.34	98.71%
	Consultant	\$15,000.00	\$316.50	\$14,683.50	2.11%
2.4.3	Zion Street Mobility/School Access	,		,	
	NCTC Staff	\$14,228.42	\$16,311.21	(\$2,082.79)	114.64%
	Consultant	\$199,998.20	\$69,830.31	\$130,167.89	34.92%
2.4.4	RCTF Rural Induced Demand Stud	<u>y</u>	·	·	
	NCTC Staff	\$24,111.04	\$18,084.35	\$6,026.69	75.00%
	Consultant	\$61,858.68	\$61,858.68	\$0.00	100.00%
2.4.5	RCTF Administration				
	RCTF Chair NCTC Staff	\$18,923.54	\$18,734.03	\$189.51	99.00%
	RCTF Chair Meals/Lodging	\$10,000.00	\$1,664.12	\$8,335.88	16.64%
	RCTF Chair Mileage, Fares, Parking	\$7,076.46	\$2,347.98	\$4,728.48	33.18%
2.4.5a	RCTF CALCOG Leadership	,	,	•	
	Scholarships & Travel	\$25,000.00	\$16,512.13	\$8,487.87	66.05%
2.46	ZEV Transition Plan for County of		. ,	. ,	
2. 1.U	NCTC Staff	\$3,878.94	\$4,373.02	(\$494.08)	112.74%
	Consultant	\$28,794.90	\$27,046.90	\$1,748.00	93.93%
Contin		\$148,039.31	\$0.00	\$148,039.31	0.00%
Contil		ŕ		·	
	TOTAL ALL WORK ELEMENTS	\$2,075,590.51	\$1,388,517.39	\$687,073.12	66.90%

Note: Totals may not equal addition of amounts in columns due to rounding.

JUNE

REGIONAL TRANSPORTATION MITIGATION FEE FUND (6328)

 Cash Balance 06/01/2025
 \$2,873,407.10

 Additions
 \$22,762.75

 Deductions
 \$0.00

 Cash Balance 06/30/2025
 \$2,896,169.85

RTMF REVENUES, INTEREST, AND EXPENDITURES 2000/01 - 2024/25

JURISDICTION	PRIOR YEARS COLLECTED/EXPENDED 2000/01 - 2023/24	CURRENT YEAR COLLECTED/EXPENDED 2024/25	TOTAL COLLECTED/ EXPENDED
Grass Valley	\$2,723,007.62	\$108,416.00	\$2,831,423.62
Nevada City	\$353,648.44	\$0.00	\$353,648.44
Nevada County	\$6,261,855.19	\$201,511.73	\$6,463,366.92
Total	\$9,338,511.25	\$309,927.73	\$9,648,438.98
Interest	\$354,108.49	\$87,524.73	\$441,633.22
Expenditures	\$6,984,760.05	\$122,976.66	\$7,107,736.71
TOTAL	\$2,707,859.69	\$274,475.80	\$2,982,335.49

RTMF ALLOCATIONS

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	EXPENDED YTD Accrual Basis	BALANCE
7/19/17 Reso 17-28	Grass Valley Dorsey Drive Interchange	\$4,386,462.84	\$1,589,401.46	\$2,797,061.38	\$119,235.76	\$2,677,825.62
5/15/24 Reso 24-20	NCTC RTMF Administration	\$7,500.00	N/A	\$7,500.00	\$3,740.90	\$3,759.10
TOTAL		\$4,393,962.84	\$1,589,401.46	\$2,804,561.38	\$122,976.66	\$2,681,584.72

JUNE

\$5,733,553.81

\$6,072,201.39

\$44,521.01

STATE TRANSIT ASSISTANCE FUND (6357)

Cash Balance 06/01/2025

BALANCE Available for Allocation

Additions

Deductions	\$0.00
Cash Balance 06/30/2025	\$5,778,074.82
Budget and Allocations	
Fund Balance 6/30/24	\$5,329,452.39
Estimated STA Revenue	<u>\$1,236,419.00</u>
AMOUNT TO BE ALLOCATED	\$6,565,871.39
Total Approved Allocations	\$493,670.00

DATE/RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
07/17/24 24-21	Nevada County Transit/Paratransit Services 99314			\$57,170.00	\$57,170.00	\$0.00
07/17/24 24-24	Truckee Transit/Paratransit Services 99314			\$43,410.00	\$43,410.00	\$0.00
07/17/24 24-24	Truckee Transit/Paratransit Services 99313			\$333,090.00	\$333,090.00	\$0.00
05/15/24 24-17	Truckee Transit Capital STA 99313	\$310,000.00	\$250,000.00	\$60,000.00	\$51,006.16	\$8,993.84
	TOTAL	\$310,000.00	\$250,000.00	\$493,670.00	\$484,676.16	\$8,993.84

JUNE

REGIONAL SURFACE TRANSPORTATION PROGRAM FUND (6492)

Cash Balance 06/01/2025	\$1,760,588.43
Additions	\$14,766.11
Deductions	<u>\$0.00</u>
Cash Balance 06/30/2025	\$1,775,354.54
Budget and Allocations	
Fund Balance 6/30/24	\$2,546,215.99
Estimated RSTP Revenue	\$0.00
AMOUNT TO BE ALLOCATED	\$2,546,215.99
Total Amount of Approved Allocations	\$873,273.13
BALANCE Available for Allocation	\$1.672.942.86

DATE/	RESO	PROJECT	ORIGINAL ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
5/15/24	24-20	NCTC ATP Application Consultant	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
5/15/24	24-20	NCTC LRSP Staff	\$1,014.00	\$278.59	\$735.41	\$544.13	\$191.28
5/15/24	24-20	NCTC/NevCo LRSP Consultant	\$4,967.96	\$1,906.24	\$3,061.72	\$3,061.72	\$0.00
9/18/24	24-28	Nev Co 2024/25 General Maintenance	\$0.00	\$0.00	\$839,476.00	\$839,476.00	\$0.00
		TOTAL	\$5,981.96	\$2,184.83	\$873,273.13	\$843,081.85	\$30,191.28

JUNE

SB 125 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (6500) TIRCP

Cash Balance 06/01/2025	\$721,185.94
Nevada County Cash Balance 6/1/2025	\$344,574.32
Additions	\$3,594.48
Deductions	\$90,374.21
Nevada County Cash Balance 6/30/2025	\$257,794.59
Truckee Cash Balance 6/1/2025	\$376,611.62
Additions .	\$5,325.43
Deductions	<u>\$0.00</u>
Truckee Cash Balance 6/30/2025	\$381,937.05
Cash Balance 06/30/2025	\$639,731.64
Budget and Allocations	
Fund Balance 6/30/24	\$0.00
Estimated TIRCP Revenue Year 1	<u>\$5,416,406.00</u>
AMOUNT TO BE ALLOCATED	\$5,416,406.00
Total Amount of Approved Allocations	\$1,856,685.00
BALANCE (Available for Allocation)	\$3,559,721.00

DATE/RESO	PROJECT	CALSTA TIRCP ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	\$1,486,685.00	\$0.00	\$1,486,685.00	\$1,486,685.00	\$0.00
To Be Determined	Truckee Transit & Operations Facility Phase 2	\$370,000.00	\$0.00	\$370,000.00	\$0.00	\$370,000.00
	TOTAL	\$1,856,685.00	\$0.00	\$1,856,685.00	\$1,486,685.00	\$370,000.00

JUNE

SB 125 Zero-EmissionTransit Capital Program Greenhouse Gas Reduction Fund (6501) ZETCP-GGRF

 Cash Balance 06/01/2025
 \$264,837.84

 Additions
 \$2,052.67

 Deductions
 \$69,706.88

 Cash Balance 06/30/2025
 \$197,183.63

Budget and Allocations

Fund Balance 6/30/24 \$0.00
Estimated ZETCP-GGRF Revenue Year 1 \$297,575.82

AMOUNT TO BE ALLOCATED \$297,575.82

Total Amount of Approved Allocations

\$297.575.82

\$0.00 SOLUTION SOLU

DATE/RESO	PROJECT	CALSTA ZETCP-GGRF ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual Basis	BALANCE
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	\$297,575.82	\$0.00	\$297,575.82	\$107,762.70	\$189,813.12
	TOTAL	\$297,575.82	\$0.00	\$297,575.82	\$107,762.70	\$189,813.12

JUNE

SB 125 Zero-EmissionTransit Capital Program Public Transportation Account (6502) ZETCP-PTA

Cash Balance 06/01/2025	\$127,927.69
NCTC Cash Balance 6/1/2025	\$125,539.74
Additions	\$1,099.26
Deductions	<u>\$0.00</u>
NCTC Cash Balance 6/30/2025	\$126,639.00
Nevada County Cash Balance 6/1/2025	\$2,387.95
Additions	\$20.91
Deductions .	<u>\$0.00</u>
Nevada County Cash Balance 6/30/2025	\$2,408.86
Cash Balance 06/30/2025	\$129,047.86
Budget and Allocations	\$0.00
Fund Balance 6/30/24	\$0.00
Estimated ZETCP-PTA Revenue Year 1	<u>\$256,982.18</u>
AMOUNT TO BE ALLOCATED	\$256,982.18
Total Amount of Approved Allocations	\$256,982.18
BALANCE (Available for Allocation)	\$0.00

DATE/RESO	PROJECT	CALSTA ZETCP-PTA ALLOCATION	PRIOR YEARS EXPENDITURES	REMAINING ALLOCATION	YTD ACTIVITY Accrual	BALANCE
03/19/25 25-11	NCTC Admin - 3 Years	\$123,336.00		\$123,336.00	\$0.00	\$123,336.00
01/29/25 25-05	Nevada County Zero Emission Bus Transition and Microgrid EV Resiliency	\$133,646.18	\$0.00	\$133,646.18	\$133,646.18	\$0.00
	TOTAL	\$256,982.18	\$0.00	\$256,982.18	\$133,646.18	\$123,336.00

LOU CECI - Nevada City City Council SUSAN HOEK - Nevada County Board of Supervisors TOM IVY - Grass Valley City Council, Chair JAY STRAUSS - Member-At-Large DUANE STRAWSER - Member-At-Large ROBB TUCKER - Nevada County Board of Supervisors, Vice Chair JAN ZABRISKIE - Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

MINUTES OF NCTC MEETING July 9, 2025

A regular meeting of the Nevada County Transportation Commission (NCTC) was held on Wednesday, July 9, 2025 in the Grass Valley City Hall Council Chambers, 125 E. Main Street, Grass Valley, California. Notice of the meeting was posted 72 hours in advance and was scheduled for 10:00 a.m.

Members Present: Daniela Fernandez (alternate)

> Susan Hoek Tom Ivy Jay Strauss **Duane Strawser** Robb Tucker

Members Absent: Jan Zabriskie

Staff Present: Mike Woodman, Executive Director

> Aaron Hoyt, Deputy Executive Director Kena Sannar, Transportation Planner

Dale Sayles, Administrative Services Officer

Carol Lynn, Administrative Assistant

Standing Orders: Chair Ivy convened the Nevada County Transportation Commission meeting at

10:05 a.m.

Pledge of Allegiance, Roll Call

PUBLIC COMMENT: There was no public comment.

CONSENT ITEMS

- 1. Financial Reports April, May 2025
- 2. NCTC Minutes May 21, 2025 NCTC Meeting Minutes
- 3. TDA Allocation Request from Nevada County Resolution 25-18
- 4. TDA Allocation Request from the City of Grass Valley Resolution 25-19

- 5. TDA Allocation Request from the City of Nevada City Resolution 25-20
- 6. <u>TDA Allocation Request from the Town of Truckee</u> Resolution 25-21
- 7. <u>Grass Valley, Nevada City, Town of Truckee, and Nevada County Local Participation Subrecipient Agreements for FY 2025/26</u>
 Resolution 25-22
- 8. <u>Federal Transit Administration Section 5311 Federal Fiscal Year 2025 Program of Projects</u>
 Resolution 25-23
- 9. <u>Allocation Request from Grass Valley for Regional Surface Transportation Program Funds for FY 2024/25 Projects</u>

Resolution 25-24

ACTION: Approved Consent Items by roll call vote

MOTION: Strauss / SECOND: Strawser

AYES: Fernandez, Hoek, Strauss, Strawser, Tucker, Ivy

NOES: None ABSENT: Zabriskie ABSTAIN: None

ACTION ITEMS

10. <u>FY 2024/25 Fiscal and Compliance Audits</u> Resolution 25-25

Ingrid Sheipline of Richardson and Company presented the Fiscal and Compliance audits for the Fiscal Year 2023-2024. The results showed no audit findings for any of the entities and no instances of noncompliance nor any matters considered to be material weaknesses, and the Commission complied with the Transportation Development Act and the various other state guidelines governing the funding sources that it has administrative responsibility over. The Commission's financial statements received an unmodified opinion, and all jurisdictions were found to be in compliance with state regulations.

A recommendation noted for the County of Nevada audit is to determine the origin of \$802,254 reported as restricted net assets for capital purposes.

A recommendation noted for the Town of Truckee is for the Town to develop a plan to eliminate negative cash in the Transit Fund.

A recommendation noted for the Commission is to separate general ledger accounts for wages, taxes, and benefits.

ACTION: Approved Consent Items by roll call vote

MOTION: Strauss / SECOND: Strawser

AYES: Fernandez, Hoek, Strauss, Strawser, Tucker, Ivv

NOES: None ABSENT: Zabriskie ABSTAIN: None

11. <u>Draft 2045 Nevada County Regional Transportation Plan Update Presentation</u> Provide comments

NCTC Deputy Executive Director Aaron Hoyt presented the Draft 2045 Regional Transportation Plan Update, prepared by NCTC's consultant DKS Associates. NCTC is required to prepare a long-range transportation plan for the county at large that identifies the regional priorities for transportation across all modes. The plan must include multimodal improvements and is informed through community engagement. Projects included in the plan can use the data provided to assist in pursuing state and federal funding through various competitive programs and even some formula programs. The plan is updated every five years and forecasts out over 20 years.

Three new goals included in this update are developing a future ready transportation system, ensuring infrastructure resiliency & disaster preparedness, and generating equity in public engagement. Public outreach included two virtual workshops, an interactive online mapping platform, and presentations to TNT/TMA, ATCI-MAPCO, and SSTAC organizations. Over the next 20 years, funding for projects will come from state, federal and local programs, and investments will be made in transit operations, roadway and bridge maintenance, safety improvements, pedestrian and bicycle infrastructure, and resiliency projects.

The plan identified disadvantaged communities in Nevada County for the purpose of accessing future competitive grant opportunities. The methodology used to define these communities considers several indicators including racial minority, household income, language proficiency, housing costs, single-family households, age, limited mobility, those who don't have vehicles, and households without internet service. The plan aims to make jurisdictions more eligible for state and federal transportation funding, particularly for active transportation projects.

Key initiatives include transitioning to electric buses by 2029, improving road conditions, enhancing safety, and addressing climate resilience. Public workshops and feedback were incorporated into the plan, which will undergo further review and updates every five years.

A commissioner made a request to reprioritize funding for evacuation route clearing and vegetation management along state highways to enhance safety and prevent blockages during emergencies. While Caltrans acknowledges the importance of these projects, funding constraints and regulatory challenges, such as the inability to use state money on state land, hinder progress. It was suggested to explore alternative funding sources, revisit vegetation management standards, and collaborate with local agencies and Caltrans to address these issues. The importance of proactive measures to prevent fires from spreading was stressed, noting that evacuation route clearing could double as a natural fuel break.

INFORMATIONAL ITEMS

12. Executive Director's Report

NCTC Executive Director Mike Woodman gave an overview of his report.

There was a necessary funding adjustment to the jointly funded Caltrans and NCTC State Route 49 Corridor Improvement Project on SR 49 between the McKnight Way interchange and La Barr Meadows Road due to an increase in construction costs. NCTC will fund its share of the cost increase with State Transportation Improvement Program funds which will be accounted for in the FY 25-26

Regional Transportation Improvement Program that will be brought to the commission for approval in November. The widening of the roadway as part of that project will help to address the vegetation management needed to reduce ladder fuels and create a wider fuel break along the corridor.

The California Rural Counties Task Force and NCTC were awarded a 2025 Excellence in Regional Transportation Award from the National Association of Development Organizations (NADO) for the Rural Induced Demand Study. NADO is a Washington DC based association that promotes programs and policies to strengthen local governments, communities, and economies through regional cooperation, program delivery, and comprehensive strategies. The Excellence in Regional Transportation Awards showcase organizations for noteworthy projects and practices in rural and small metropolitan transportation planning, program delivery, and special initiatives. NCTC will receive the award at the National Regional Transportation Conference in Des Moines, Iowa.

Through NCTC's continued coordination with the UCLA Engineering and Research Team, NCTC's Executive Director was contacted in May by the team to help coordinate support for a NASA IGNITE SBIR Phase II research grant funding opportunity to further the research of the OPAL AI decision-support tool being developed. The OPAL AI tool helps local agencies identify wildfire risk probability, identification of at-risk assets, and help improve wildfire preparedness. If successfully awarded grant funding, NCTC and the local jurisdictions within Nevada County would participate in a 3-year pilot to serve as a test bed region for the software platform and provide feedback and input on ways to enhance features. It is anticipated that grant awards will be announced in October 2025.

11. Project Status Report

Caltrans District 3 Project Manager Sam Vandell gave an update on the current status of projects in Nevada County.

Mr. Vandell provided details on the Highway 49 project, which is ready for advertisement and aims to start construction next spring or summer. The project will incorporate a clear recovery zone, where a vehicle that runs off the road has an opportunity to correct itself and get back on the road. The process will include removing trees and other obstacles that might prevent a vehicle getting safely back onto the roadway. There will also be utility relocations done during the corridor widening, such as PG&E, AT&T, and NID, in order for the main contract work to begin.

Addressing a recent fatality on Highway 20, Mr. Vandell commented that the Caltrans Safety Office collects data on collisions and/or fatalities and responds with safety program projects. The Omega project on Highway 20 and the Highway 174 project were both initiated due to collisions and fatalities that occurred on those corridors. The state portion of the Highway 49 project is an 015 safety project, which is a proactive safety program that will allow Caltrans to improve the safety conditions on Highway 49 by improving sight distance and eliminating conflict points between slow moving vehicles and faster moving vehicles, allowing for easier access and egress off of the highway.

In address traffic delays during construction, Mr. Vandell mentioned the legal specifications in their contract that state there is a maximum timeframe of 20 minutes that is allowed for delays due to a closure. Construction staff should be notified if longer delays occur so they can help correct the situation. Caltrans does not anticipate having one-way traffic control or reversing traffic control on the Highway 49 project, the plan is to have one lane consistently open in each direction and a two-way left turn lane continuously operational during the construction of the project. Due to several projects being constructed at about the same time in the county, Caltrans will keep the public informed about the

progress of projects through regular updates, press releases and coordination with local agencies and NCTC to provide updates on the construction projects.

<u>COMMISSION ANNOUNCEMENTS</u>: Commissioner Fernandez announced that Nevada City's new mayor is to be Mayor Adam Klein.

<u>SCHEDULE FOR NEXT MEETING:</u> The next regular meeting of the NCTC has been scheduled for September 17, 2025 at 10:00 a.m. at the Grass Valley City Council Chambers.

Respectfully submitted by:

Carol Lynn, Administrative Assistant

Approved on:

By:

Tom Ivy, Chair
Nevada County Transportation Commission

ADJOURNMENT OF MEETING: The meeting was adjourned at 11:40 a.m.

LOU CECI – Nevada City City Council SUSAN HOEK – Nevada County Board of Supervisors TOM IVY – Grass Valley City Council, Chair JAY STRAUSS – Member-At-Large DUANE STRAWSER – Member-At-Large ROBB TUCKER – Nevada County Board of Supervisors, Vice Chair JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 370.2.1

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director Mushall Woodn

SUBJECT: State of Good Repair Project for FY 2025/26, Resolution 25-26

DATE: September 17, 2025

RECOMMENDATION: Adopt Resolution 25-26 approving the attached State of Good Repair (SGR) Project for Fiscal Year 2025/26.

BACKGROUND: On April 28, 2017 Governor Brown signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017. SB 1 will provide over \$50 billion in new transportation funding over the next decade to repair highways, bridges and local roads, to make strategic investments in congested commute and freight corridors and to improve transit service. A portion of SB 1 will provide approximately \$105 million annually, with annual inflationary adjustments, to transit operators in California for eligible transit maintenance, rehabilitation and capital projects. This funding program is referred to as the State of Good Repair (SGR) program; see attached 2025-26 State of Good Repair Program Allocation Estimate, August 1, 2025.

The SGR program is funded from a portion of a Transportation Improvement Fee on vehicle registrations. This program has a specific goal of keeping transit systems in a state of good repair, including the purchase of new transit vehicles, and maintenance and rehabilitation of transit facilities and vehicles.

Prior to receiving an apportionment of SGR funds in a given fiscal year, a potential recipient agency must submit a list of projects proposed to be funded to their Regional Transportation Planning Agency (RTPA). For FY 2025/26, NCTC coordinated with the Town of Truckee and the County of Nevada on the distribution of funding and jointly elected to allocate funding to the Town of Truckee New Transit Center Property Acquisition, Facility, Design, and Construction Project. Approval of Resolution 25-26 will allocate \$183,671 to the Town of Truckee's New Transit Center Property Acquisition, Facility, Design, and Construction Project.

Prior to receiving SGR funds, recipients must identify an agent who has authority to act on behalf of the agency. The Executive Director of NCTC will be authorized to execute all required documents of the SGR program.

attachment

RESOLUTION 25-26 OF THE NEVADA COUNTY TRANSPORTATION COMMISSION

APPROVAL OF STATE OF GOOD REPAIR PROJECT FOR FY 2025/26

WHEREAS, the Nevada County Transportation Commission (NCTC) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the California Department of Transportation (Department) as the administrative agency for the SGR; and

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

WHEREAS, the Nevada County Transportation Commission wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director of NCTC.

WHEREAS, the fund recipient (Town of Truckee) agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW, THEREFORE, BE IT RESOLVED that the Town of Truckee New Transit Center Property Acquisition, Facility, Design, and Construction Project is approved for \$183,671 of State of Good Repair funding for FY 2025/26. This approval is contingent upon Truckee Town Council approval and receipt of the fully executed SGR Subrecipient Agreement for FY 2025/26.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Executive Director of NCTC is authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Nevada County Transportation Commission on September 17, 2025 by the following vote:

Ayes:			
Noes:			
Absent:			
Abstain:			
	Attest:		
Tom Ivy, Chair		Dale D. Sayles	
Nevada County Transportation Commission		Administrative Services Officer	



August 1, 2025

County Auditors Responsible for State of Good Repair Program Funds Transportation Planning Agencies County Transportation Commissions San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2025-26 State of Good Repair Program Allocation Revised Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for Fiscal Year (FY) 2025-26 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated August 1, 2023.

According to the FY 2025-26 enacted California Budget, the estimated amount of SGR program funds budgeted is \$137,953,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates the first quarter's allocation will be paid by November 26, 2025. Please refer to the schedule for the amounts that relate to your agency.

Please contact Lucas Rasmussen by telephone at (916) 323-1374 or email at <u>LRasmussen@sco.ca.gov</u> with any questions, or for additional information.

County Auditors Responsible for State of Good Repair Program Funds Transportation Planning Agencies County Transportation Commissions San Diego Metropolitan Transit System August 1, 2025 Page 2

Information for the SGR program can be found on the California Department of Transportation website at: https://dot.ca.gov/programs/rail/state-transit-assistance-state-of-good-repair. Thank you.

Sincerely,

Melma Dizon Digitally signed by Melma Dizon Date: 2025.08.01 13:25:46 - 07'00'

MELMA DIZON Manager, Local Apportionments Section

Enclosure: 2025-26 State of Good Repair Program Estimated Available Amount Summary and 2025-26 State of Good Repair Program Estimated Available Amount Based on PUC 99314 Allocation Detail

STATE CONTROLLER'S OFFICE 2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT SUMMARY August 1, 2025

Regional Entity	Estimated Available 2025-26 Amount Based on PUC 99313 Allocation	Estimated Available 2025-26 Amount Based on PUC 99314 Allocation B	Total Estimated Available 2025-26 Amount Allocation C= (A + B)
Metropolitan Transportation Commission	\$ 13,374,065	\$ 36,960,765	\$ 50,334,830
Sacramento Area Council of Governments	3,520,433	1,195,410	4,715,843
San Diego Association of Governments	1,662,021	410,873	2,072,894
San Diego Metropolitan Transit System	4,085,413	1,691,640	5,777,053
Tahoe Regional Planning Agency	192,443	10,900	203,343
Alpine County Transportation Commission	2,057	155	2,212
Amador County Transportation Commission	69,105	2,471	71,576
Butte County Association of Governments	362,487	19,664	382,151
Calaveras County Local Transportation Commission	78,117	962	79,079
Colusa County Local Transportation Commission	38,473	1,706	40,179
Del Norte County Local Transportation Commission	46,365	2,477	48,842
El Dorado County Local Transportation Commission	310,047	20,953	331,000
Fresno County Council of Governments	1,811,437	322,534	2,133,971
Glenn County Local Transportation Commission	51,299	1,442	52,741
Humboldt County Association of Governments	233,740	39,675	273,415
Imperial County Transportation Commission	325,761	30,068	355,829
Inyo County Local Transportation Commission	32,838	0	32,838
Kern Council of Governments	1,613,897	98,006	1,711,903
Kings County Association of Governments	269,020	10,722	279,742
Lake County/City Council of Governments	117,474	6,040	123,514
Lassen County Local Transportation Commission	50,159	2,263	52,422
Los Angeles County Metropolitan Transportation Authori	ty 17,251,984	22,848,330	40,100,314
Madera County Local Transportation Commission	284,014	9,222	293,236
Mariposa County Local Transportation Commission	29,549	884	30,433
Mendocino Council of Governments	156,902	11,596	168,498
Merced County Association of Governments	511,928	24,024	535,952
Modoc County Local Transportation Commission	14,832	1,304	16,136
Mono County Local Transportation Commission	22,155	34,198	56,353
Transportation Agency for Monterey County	766,513	237,784	1,004,297
Nevada County Local Transportation Commission	175,290	8,381	183,671
Orange County Transportation Authority	5,546,569	1,995,427	7,541,996
Placer County Transportation Planning Agency	566,636	80,012	646,648
Plumas County Local Transportation Commission	32,987	5,171	38,158
Riverside County Transportation Commission	4,359,174	702,150	5,061,324
Council of San Benito County Governments	116,719	1,833	118,552
San Bernardino County Transportation Authority	3,855,743	814,305	4,670,048
San Joaquin Council of Governments	1,407,602	312,496	1,720,098
San Luis Obispo Area Council of Governments	487,922	33,968	521,890
Santa Barbara County Association of Governments (SBC	CAG) 781,013	197,684	978,697
Santa Cruz County Transportation Commission	460,626	422,417	883,043
Shasta Regional Transportation Agency	314,760	16,442	331,202
Sierra County Local Transportation Commission	5,538	215	5,753
Siskiyou County Local Transportation Commission	75,652	3,285	78,937
Stanislaus Council of Governments	970,764	54,949	1,025,713
Tehama County Transportation Commission	113,234	2,356	115,590
Trinity County Transportation Commission	27,745	923	28,668
Tulare County Association of Governments	851,016	88,497	939,513
Tuolumne County Transportation Council	94,946	2,461	97,407
Ventura County Transportation Commission	1,448,036	237,460	1,685,496
State Totals	\$ 68,976,500	\$ 68,976,500	\$ 137,953,000

STATE CONTROLLER'S OFFICE 2025-26 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT BASED ON PUC 99314 ALLOCATION DETAIL AUGUST 1, 2025

Estimated Available 2025-26 Amount Based on PUC 99314

		on PUC 99314
Regional Entity and Operator(s)	Revenue Basis	Allocation
regional Entity and Operator(3)	Neverlae Basis	Allocation
Madara County I and Transportation County in its		
Madera County Local Transportation Commission	F24 476	6 251
City of Chowchilla	524,476	6,351
City of Madera	169,785	2,056
County of Madera	67,286	815
Regional Entity Totals	761,547	9,222
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	884
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	11,596
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	12,413
Yosemite Area Regional Transportation System (YARTS)	958,913	11,611
Regional Entity Totals	1,984,038	24,024
regional Entity Totals	1,304,000	24,024
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,304
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	34,198
Transportation Agency for Monterey County		
Monterey-Salinas Transit District	19,637,486	237,784
Nevada County Local Transportation Commission		
County of Nevada	369,077	4,469
City of Truckee	323,083	3,912
Regional Entity Totals	692,160	8,381
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	23,131
Orange County Transportation Authority	110,748,483	1,341,020
Regional Entity Subtotals	112,658,754	1,364,151
Orange County Transportation Authority - Corresponding to SCRRA***	NA	631,276
Regional Entity Totals	112,658,754	1,995,427
Placer County Transportation Planning Agency		
City of Auburn	21,830	264
County of Placer	5,410,141	65,510
City of Roseville	1,175,827	14,238
Regional Entity Totals	6,607,798	80,012
Plumas County Local Transportation Commission		
County Service Area 12 - Specialized Service	80,198	971
County of Plumas	346,829_	4,200
Regional Entity Totals	427,027	5,171

^{***} The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

SUBRECIPIENT AGREEMENT

BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION

AND

THE TOWN OF TRUCKEE

FOR FY 2025-26 STATE OF GOOD REPAIR FUNDS

THIS SUBRECIPIENT AGREEMENT ("Agreement") is entered into effective <u>September 17, 2025</u>, by and between the Nevada County Transportation Commission ("NCTC") and the Town of Truckee, California ("SGR Subrecipient").

WHEREAS, NCTC has been awarded certain State of Good Repair ("SGR") funds administered through the California Department of Transportation ("Caltrans"), to implement and support capital projects that maintain the public transit system in a state of good repair; and

WHEREAS, SGR Subrecipient is eligible to receive SGR funds as a public body corporate and politic of the State of California; and

WHEREAS, NCTC shall provide oversight and management of the SGR funds distributed to SGR Subrecipient pursuant to this agreement.

NOW, THEREFORE, in consideration of the promises and covenants herein, the parties agree as follows:

- 1. <u>Certifications and Assurances</u>: SGR Subrecipient agrees to comply with the SGR Recipient Certifications and Assurances.
- 2. <u>Deposit Account</u>: SGR Subrecipient shall establish a special account for the purpose of depositing therein all payments received from NCTC pursuant to this Agreement. The special account shall be in accordance with State of Good Repair Program Guidelines issued by Caltrans and the Recipient Certifications and Assurances.

3. Third Party Contracting Requirements:

- a. SGR Subrecipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed.
- b. Any subcontract or agreement entered into as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

- c. Pre-award requirements of third-party contractors or consultants shall be consistent with Local Assistance Program requirements published by Caltrans.
- 4. <u>Accounting</u>: SGR Subrecipient shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system, including contractors and all subcontractors, shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- 5. Audit: SGR Subrecipient, contractors, and subcontractors shall maintain and make available for inspection all books, documents, accounting records, and other evidence pertaining to the performance of contracts utilizing SGR funds, including, but not limited to, the costs of administering such contracts. The SGR Subrecipient shall make such materials available at their offices at all reasonable times for three years from the date of final payment of funds. NCTC, Caltrans, the California State Auditor, or any duly authorized representative of the State of California, shall each have access to all books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and shall be furnished copies of the same if requested.
- 6. <u>Project Completion</u>: SGR Subrecipient agrees to provide to NCTC a report summarizing total project costs and milestones for each project using SGR funds within sixty (60) days of project completion.
- 7. <u>Successors</u>: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
- 8. <u>Waivers</u>: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the SGR Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.
- 9. <u>Litigation</u>: SGR Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
- 10. <u>Costs and Attorneys' Fees</u>: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

Town of Truckee FY 2025/26 SGR Subrecipient Agreement

11. <u>Governing Law and Choice of Forum</u>: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.

12. <u>Headings</u>: The headings of the various sections of this Agreement are intended solely for

convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

13. <u>Authority</u>: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and

conditions of this Agreement.

14. <u>Counterparts</u>: This Agreement may be executed in multiple counterparts, each of which

will constitute an original, and all of which taken together will constitute one and the same

instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS

OF THE DATE FIRST APPEARING ABOVE:

NEVADA COUNTY TRANSPORTATION COMMISSION			
Michael G. Woodman, Executive Director			
TOWN OF TRUCKEE			
Jen Callaway, Town Manager			

LOU CECI - Nevada City City Council SUSAN HOEK - Nevada County Board of Supervisors TOM IVY - Grass Valley City Council, Chair JAY STRAUSS - Member-At-Large DUANE STRAWSER - Member-At-Large ROBB TUCKER - Nevada County Board of Supervisors, Vice Chair JAN ZABRISKIE - Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 950.0

MEMORANDUM

TO: Nevada County Transportation Commission

Michael Woodman, Executive Director Mushall Woodn FROM:

NCTC Office Lease Extension, Resolution 25-27 SUBJECT:

DATE: September 17, 2025

RECOMMENDATION: Adopt Resolution 25-27 authorizing the Executive Director to sign a fiveyear agreement to lease office space from Providence Park, Ltd.

BACKGROUND: The Nevada County Transportation Commission (NCTC) lease agreement with Providence Park, Ltd. expired on June 30, 2025. Staff inquired into local listings for comparable office space available and found that lease costs range from \$1.25 to \$1.75 per square foot. Additional costs for property tax, insurance, and common area maintenance ranged from \$0.00 to \$0.45 per square foot. These rates did not include tenant improvements necessary to move into the building.

The attached lease agreement amendment is presented for the Commission's review and approval and will be retroactive to July 1, 2025. The base rate per month for our current office space of 1,209 square feet will be \$1,692.60 per month (\$1.40 per square foot) plus \$386.88 per month (\$0.32 per square foot) for common area maintenance fees. This represents a minor increase in rent of \$48.36 per month. The escalation factor for rent and maintenance charges is capped at an annual maximum of 5% per year throughout the term of the lease and is based on the San Francisco/Oakland Consumer Price Index.

attachment

RESOLUTION 25-27 OF THE NEVADA COUNTY TRANSPORTATION COMMISSION

APPROVAL OF THE EXECUTION OF AN AGREEMENT TO LEASE OFFICE SPACE FROM PROVIDENCE PARK, LTD.

WHEREAS, the Nevada County Transportation Commission (NCTC) desires to lease office space at 101 Providence Mine Road, Suites 101 and 102, Nevada City, California from Providence Park, Ltd.; and

WHEREAS, NCTC and Providence Park, Ltd. have agreed on the term and cost of the proposed lease agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to execute on behalf of the NCTC an agreement with Providence Park, Ltd. to lease office space at 101 Providence Mine Road, Suites 101 and 102, Nevada City, California, (1,209 square feet) with the term of the lease to be five years with the initial base rent at \$1,692.60 and the common area maintenance fees at \$386.88 per month.

PASSED AND ADOPTED by the Nevada County Transportation Commission on September 17, 2025, by the following vote:

Ayes:			
Noes:			
Absent:			
Abstain:			
	Attest:		_
Tom Ivy, Chair		Dale D. Sayles	
Nevada County Transportation Commission		Administrative Services Officer	

AGREEMENT

This Agreement is entered into this 1st day of July, 2025, between PROVIDENCE PARK, LTD., a California Limited Partnership, hereinafter called "Landlord", and Nevada County Transportation Commission, hereinafter called "Tenant" to modify and amend that certain Lease Agreement entered into by and among the parties on the 27th day of April, 2005, for the lease of the premises located at 101 Providence Mine Road, Suites 101/102, Nevada City, California, 95959 (1,209 square feet).

1. Prior Agreement

All of the terms and conditions as set forth in the Lease Agreement dated April 27, 2005, together with any amendments thereto, shall remain in full force and effect except as specifically modified or amended by this Agreement.

2. Term

The lease term for this addendum shall begin on July 1, 2025 and end on June 30, 2030.

3. Rent

The monthly rent shall be One thousand six-hundred and ninety-two dollars and sixty cents (\$1,692.60).

4. Common Area Maintenance

The common area maintenance expenses billed to the tenant shall be \$.32 per square foot per month.

IN WITNESS WHEREOF, said parties hereto have subscribed their names and affixed their seals in duplicate the day and year first hereinabove written.

TENANT Nevada County Transportation Commission	LANDLORD PROVIDENCE PARK, LTD.	
Michael Woodman Executive Director	Madilyn Malott Business Manager	-

LOU CECI – Nevada City City Council SUSAN HOEK – Nevada County Board of Supervisors TOM IVY – Grass Valley City Council, Chair JAY STRAUSS – Member-At-Large DUANE STRAWSER – Member-At-Large ROBB TUCKER – Nevada County Board of Supervisors, Vice Chair JAN ZABRISKIE – Town of Truckee

NCTC COMMISSION

MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 1370.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director

SUBJECT: Rescind Balance and Revise Allocation of the Town of Truckee

Transportation Development Act Claim for State Transit Assistance Capital

Funds, Resolution 25-28

DATE: September 17, 2025

RECOMMENDATION: Adopt Resolution 25-28 rescinding the balance of \$8,993.75 of State Transit Assistance Capital funds from Resolution 24-17 and revise the allocation for the remaining balance of \$51,006.25 to the Town of Truckee's Public Services Center-Transit Facility Expansion and the Riverview Electric Vehicle Charging Infrastructure projects.

BACKGROUND: The Transportation Development Act (TDA) was established in 1971 to provide transportation funding through two different revenue sources. The first is the Local Transportation Fund (LTF) derived from ¼ cent of the general sales tax collected statewide and the second is State Transit Assistance (STA) funds derived from the statewide sales of diesel fuel. LTF funds are made available to each jurisdiction based on their percentage of the countywide population and can be used for planning studies, pedestrian/bicycle projects, and transit operational and capital costs. STA fund eligibility is limited to public transit operations and capital uses. STA funds are distributed on countywide population basis (section 99313) to the Nevada County Transportation Commission and on a fare revenue basis (section 99314) to jurisdictions operating a public transit service.

On May 15, 2024, NCTC approved Resolution 24-17 allocating \$500,000 of STA Operating Funds for Microtransit Services for FY 2023/24 and \$310,000 of Capital funds to three projects: the Railyard Mobility Hub-Phase 1 project; the Public Services Center-Transit Facility Expansion project; and the Riverview Electric Vehicle Charging Infrastructure project. The Town of Truckee has completed Microtransit Services for FY 2023/24 and the Railyard Mobility Hub-Phase 1 project and has been reimbursed for those expenses.

The Town of Truckee has requested a funding amendment to reconcile the estimated costs of the Public Services Center-Transit Facility Expansion project and the Riverview Electric Vehicle Charging Infrastructure project with actual costs incurred. Table 1 on the following page summarizes the STA funds allocated through resolution 24-17, the requested amendments, and the revised allocation of STA Capital Funds incorporated into Resolution 25-28.

	Table 1													
	Comparison of Original and Amended Allocation Project Authorized Total Project Resolution 24- Amended Resolution													
Project	Authorized	Total Project	Amended	Resolution										
	by TDA	Cost	17 Allocation	Request	25-28									
	Section				Reallocation									
Microtransit	6730(a)	\$6,244,928	\$500,000	\$0	\$0									
Services														
Railyard	6730(b)	\$4,346,032	\$250,000	\$0	\$0									
Mobility Hub-														
Phase 1 project														
Public Services	6730(b)	\$9,362,000	\$15,000	+\$4,981.25	\$19,981.25									
Center-Transit														
Facility														
Expansion														
project														
Riverview	6730(b)	\$60,000	\$45,000	-\$13,975	\$31,025									
Electric Vehicle														
Charging														
Infrastructure														
project														
Totals	6730(b)	\$20,012,960	\$810,000	-\$8,993.75	\$51,006.25									

PUC 99235(d) of the Transportation Development Act allows for the rescission and revision to Allocation Instructions if the financial needs of the claimant differ from those at the time of the original allocation. The requested amendment will result in a reduction of \$8,993.75 in STA Capital funding to the Town of Truckee. See the attached request from the Town of Truckee.

NCTC staff recommends approval of the Town of Truckee's request to increase the allocation to the Public Services Center-Transit Facility Expansion project by \$4,981.25 and reduce the allocation to the Riverview Electric Vehicle Charging Infrastructure project by \$13,975, resulting in a total allocation of \$51,006.25. The remaining balance of \$8,993.75 from Resolution 24-17 will be rescinded and made available to future STA claims by transit operators in Nevada County. Approval of Resolution 25-28 will allow the Town of Truckee to request reimbursement for costs incurred on the projects listed above.

RESOLUTION 25-28 OF THE NEVADA COUNTY TRANSPORTATION COMMISSION

RESCIND AND REVISE ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT STATE TRANSIT ASSISTANCE CAPITAL FUNDS FOR THE TOWN OF TRUCKEE

WHEREAS, through the adoption of Resolution 24-17, NCTC allocated \$500,000 of STA funds under PUC Section 99313 for transit and paratransit operations under PUC Section 6730(a) in the Town of Truckee; and

WHEREAS, NCTC Resolution 24-17 allocated \$310,000 under PUC Section 99313 for transit capital expenditures under PUC Section 6730(b); and

WHEREAS, the Town of Truckee has requested an amendment to the Allocation of STA Capital Funds contained in Resolution 24-17 to reconcile for the estimated costs with actual costs incurred as set forth below; and

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Resolution 24-17 Allocation	Amended Request	Resolution 25-28 Allocation
Transit Operations STA: Microtransit Services	6730(a)	\$6,244,928	\$500,000	\$0	\$0
Transit Capital STA: Railyard Mobility Hub-Phase 1	6730(b)	\$4,346,032	\$250,000	\$0	\$0
Transit Capital STA: Public Service Center-Transit Facility Expansion	6730(b)	\$9,362,000	\$15,000	+\$4,981.25	\$19,981.25
Transit Capital STA: Riverview Electric Vehicle Charging Infrastructure Project	6730(b)	\$60,000	\$45,000	-\$13,975	\$31,025
	TOTAL	\$20,012,960	\$810,000	-\$8,993.75	\$51,006.25

WHEREAS, PUC Section 99235(d) of the Transportation Development Act allows for the recission and revisions to Allocation Instructions if the financial needs of the claimant differ from those at the time of the original allocation.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Truckee's request to reallocate \$4,981.25 of STA Capital funds under PUC Section 99313 as authorized under California Code of Regulations Section 6730(b) from the Riverview Electric Vehicle Charging Infrastructure project to the Public Service Center-Transit Facility Expansion Project will result in a total allocation of \$19,981.25.

BE IT FURTHER RESOLVED, that the Town of Truckee's request to reduce the project budget on the Riverview Electric Vehicle Charging Infrastructure project by \$13,975 will result in a total allocation of \$31,025 of STA Capital funds under PUC Section 99313 as authorized under California Code of Regulations Section 6730(b).

BE IT FURTHER RESOLVED, that the Town of Truckee's requested amendment will rescind \$8,993.72 of PUC Section 99313 STA Capital funds for a future claim by transit operators in Nevada County.

Resolution 25-28
Page 2 of 2

Nevada County Transportation Commission

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue allocation instructions in accordance with this resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on September 17, 2025 by the following vote:

Ayes:

Noes:
Absent:
Abstain:

Attest:
Dale D. Sayles

Administrative Services Officer

Town Council

Jan Zabriskie, Mayor

Anna Klovstad, Vice Mayor

David Polivy, Council Member Courtney Henderson, Council Member Lindsay Romack, Council Member



Department Heads

Jen Callaway, Town Manager
Andy Morris, Town Attorney
Danny Renfrow, Chief of Police
Becky Bucar, Public Works Director/Town Engineer
Denyelle Nishimori, Community Development Director
Nicole Casey, Administrative Services Director
Kelly Carpenter, Town Clerk
Hilary Hobbs, Neighborhood Services & Sustainability Director

July 18, 2025

Mike Woodman Executive Director Nevada County Transportation Commission 101 Providence Mine Road, Suite 102 Nevada City, CA 95959

RE: STA Allocation Amendment and Capital Claim Reimbursement Request

Dear Mr. Woodman:

Per the Town's State Transit Assistance (STA) Claim approved by NCTC on May 15, 2024, the Town has been allocated \$15,000 in STA funds for the Public Service Center- Transit Facility Expansion (PSC) Project and \$45,000 for the Riverview EV Charging Infrastructure (Riverview) Project, totaling an allocation of \$60,000.

The Public Service Center-Transit Facility Expansion Project (C2404) will complete the final phase of the Public Services Center and provide for dedicated Transit maintenance and storage space for existing Transit operations, as well as for future transit expansion. Costs incurred throughout FY24/25 included Preliminary Site and Design Services.

The Riverview EV Charging Infrastructure Project (C2419) has been identified as a short-term (5-year) solution for charging an storage of the expanded Transit Fleet. Costs incurred for this Project include the purchase of Level 2 chargers, installation, and the associated material and labor costs.

The Town has expended a total of \$19,981.25 (\$4,981.25 over allocated amount of \$15,000) on the PSC Project and \$31,024.91 (\$13,975.09 cost savings) on the Riverview Project. Attached to this letter is a Project Transaction Report for each project, showing the expenses to date.

This letter serves as the Town's official request for the following actions:

- 1. NCTC amend the allocation amount for the PSC Project in the amount of \$4,981.25 and reimburse Town for a total of \$19,981,25 for this Project.
- 2. NCTC reimburse Town for a total of \$31,024,91 in STA funds for the Riverview Project.

The original allocation amounts and the requested amendment and reimbursement amounts are included in Table 1. There will be a remaining unspent allocation of \$8,993.84 that the Town will not be requesting for reimbursement.

Table 1: Original Allocation with Amendment and Reimbursement Requests

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Allocated	Amount Reimbursed to Date	Allocation Amendment and Reimbursement Request (This Request)	Amount Unclaimed to go back into STA Pot
Transit Operations STA:						
Microtransit Services	6730(a)	\$6,244,928	\$500,000	\$500,000		
Transit Capital STA: Railyard Mobility Hub- Phase 1	6730(b)	\$4,346,032	\$250,000	\$250,000		
Transit Capital STA: Public Service Center-Transit Facility Expansion	6730(b)	\$9,362,000	\$15.000		\$19.981	
Transit Capital STA: Riverview Electric Vehicle Charging Infrastructure Project	6730(b)	\$60,000	\$45,000		\$31,025	
Totals			\$810,000	\$750,000	\$51,006	\$8,994

Please do not hesitate to contact me at aknotts@townoftruckee.gov or (530) 582-2489 if you need additional information.

Sincerely,

Alfred Knotts, Transportation Program Manager

Enclosed:

Attachment A: NCTC Resolution 24-17

Attachment B: Project Transaction Report for C2404 Public Service Center-Transit Facility Expansion

Attachment C: Project Transaction Report for C2409 Riverview EV Charging Infrastructure



LOU CECI – Nevada City City Council SUSAN HOEK – Nevada County Board of Supervisors TOM IVY – Grass Valley City Council, Vice Chair ED SCOFIELD – Nevada County Board of Supervisors, Chair JAY STRAUSS – Member-At-Large DUANE STRAWSER – Member-At-Large JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

APPROVED

File: 780.0

ALLOCATION INSTRUCTION 24-17

TO: Gina Will, Nevada County Auditor-Controller

FROM: Aaron Hoyt, Deputy Executive Director

By Aaron Hoyt at 12:22 pm, May 20, 2024

SUBJECT: FY 2023/24 Transportation Development Act Allocations for State Transit

Assistance Operating and Capital Funds for the Town of Truckee

DATE: May 15, 2024

Allocation for the Town of Truckee of State Transit Assistance (STA) 99313 (#6357) in the amount of \$500,000 for Microtransit Operations; and \$310,000 for three capital projects listed below for FY 2023/24 were approved on May 15, 2024 by Nevada County Transportation Commission, Resolution 24-17, attached. The funds were allocated in accordance with the Transportation Development Act. The allocations are assigned as follows:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit Operations STA: Microtransit Services	6730(a)	\$6,244,928	\$500,000
Transit Capital STA: Railyard Mobility Hub-Phase 1	6730(b)	\$4,346,032	\$250,000
Transit Capital STA: Public Service Center-Transit Facility Expansion	6730(b)	\$9,362,000	\$15,000
Transit Capital STA: Riverview Electric Vehicle Charging Infrastructure Project	6730(b)	\$60,000	\$45,000
	TOTAL	\$20,012,960	\$810,000

Allocated funds (6730(a)) will be transferred subject to the contingencies noted in Resolution 24-17, by batch payable from Nevada County Transportation Commission.

Allocated capital funds (6730(b)) will be transferred subject to the contingencies noted in Resolution 24-17. Funds will be transferred by journal entry upon receipt of invoices for the project.

attachment

cc: Alfred Knotts, Danielle LaPointe, Nicole Casey, Cindy Peterson

RESOLUTION 24-17 OF THE NEVADA COUNTY TRANSPORTATION COMMISSION

TRANSPORTATION DEVELOPMENT ACT ALLOCATION OF STATE TRANSIT ASSISTANCE FUNDS TO THE TOWN OF TRUCKEE FOR TRANSIT OPERATIONS AND CAPITAL COSTS DURING FISCAL YEAR 2023/24

WHEREAS, the Town of Truckee has requested an allocation of State Transit Assistance (STA) funds as set forth below:

Project Title/Description	Authorized by TDA Sections	Total Project Cost	Amount Requested
Transit Operations STA: Microtransit Services	6730(a)	\$6,244,928	\$500,000
Transit Capital STA: Railyard Mobility Hub-Phase 1	6730(b)	\$4,346,032	\$250,000
Transit Capital STA: Public Service Center-Transit Facility Expansion	6730(b)	\$9,362,000	\$15,000
Transit Capital STA: Riverview Electric Vehicle Charging Infrastructure Project	6730(b)	\$60,000	\$45,000
	TOTAL	\$20,012,960	\$810,000

WHEREAS, the State Transit Assistance Section 99313 discretionary fund balance available to claim for FY 2023/24 is \$5,359,269.21; and

WHEREAS, the Town of Truckee is eligible to receive an allocation of STA funds under PUC Section 99313 of \$500,000 to be used for transit and paratransit operations under PUC Section 6730(a); and

WHEREAS, the Town of Truckee is eligible to receive an allocation of STA funds under PUC Section 99313 of \$310,000 to be used for transit and paratransit operations under PUC Section 6730(b); and

WHEREAS, the Town of Truckee meets the STA qualifying criteria set forth in PUC Section 99314.6(a)(1)(B); and

WHEREAS, in accordance with the California Code of Regulations Section 6649, the sum of the claimant's allocations from LTF and from the STA Fund cannot exceed the claimant's Maximum Transportation Development Act (TDA) Eligibility for FY 2023/24; and

WHEREAS, the Town of Truckee Director of Administrative Services has determined that the Town of Truckee is eligible to receive \$500,00 in TDA funds for microtransit operations during FY 2023/24; and

WHEREAS, no previous allocations to the Town of Truckee from the State Transit Assistance Funds for capital purposes during FY 2023/24 have been made; and

WHEREAS, the proposed expenditures are in conformity with the Regional Transportation Plan; and

WHEREAS, the level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of PUC Sections 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9, as they may be applicable to the claimant; and

WHEREAS, the Town of Truckee is making full use of federal funds available; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs; and

WHEREAS, Town of Truckee has made reasonable efforts to implement productivity improvements recommended pursuant to PUC Section 99244;

- The Town of Truckee is undergoing a class and comp study which will redefine job classifications and definitions. Once adopted by Town Council, the definitions will be amended into the transit operator contract to track full-time equivalent employee hours.
- Town of Truckee Transit Manager met with the Town's transit contractor, Paratransit Services, Chief Operating Officer to assess the potential to utilize tablets to record passenger trips and other operating data. The contractor is developing a timeline and cost to implement this recommendation.

WHEREAS, the California Highway Patrol has certified that the TSD is in compliance with the California Vehicle Code Section 1808.1 as required in Public Utilities Code section 99251; and

WHEREAS, NCTC policy regarding utilization of State Transit Assistance (STA) funds was adopted on March 20, 2019 in Resolution 19-06 (the "Policy"), which reads as follows:

"Transit agencies will utilize LTF apportionments as the first source of funding for existing services or service expansions. If an agency's apportionment of LTF is not sufficient to fund continuation of existing transit services, capital needs, or service expansions identified in an approved transit development plan, the agency may submit a claim for STA. Claims for STA funds by agencies holding unused allocations or unclaimed balances of LTF from prior years will not be considered."

BE IT RESOLVED, that the Town of Truckee's allocation of \$500,000 for STA Operating funds as authorized under the California Code of Regulations Section 6730(a) for microtransit operating costs during FY 2023/24. Payment will be made as monies become available.

BE IT RESOLVED, that the Town of Truckee's allocation of \$310,000 for STA Capital as authorized under the California Code of Regulations Section 6730(b) for transit capital costs during FY 2023/24. Payment will be made as monies become available.

BE IT FURTHER RESOLVED, that full payment of this allocation is contingent upon receipt of the Town of Truckee's signed resolutions for claim, incorporation of the Riverview EV Infrastructure project into the Town's Capital Improvement Program, and Fiscal Officer's letter.

BE IT FURTHER RESOLVED, per CCR 6622, NCTC requires quarterly reports and statements from the Fiscal Officer. In an attempt to minimize unearned revenue, a statement attesting to the need to

receive the full annual allocations or a request to hold future payments should be included. Payment will then be made as monies become available.

BE IT FURTHER RESOLVED, that the Executive Director of the Nevada County Transportation Commission is hereby directed to issue allocation instructions in accordance with this resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on May 15, 2024 by the following vote:

Ayes:

Commissioner Ceci, Commissioner Ivy, Commissioner Strawser, Chair Scofield

Noes:

Absent:

Commissioner Hoek, Commissioner Strauss, Commissioner Zabriskie

Abstain:

Ed Scofield, Chair

Nevada County Transportation Commission

Attest: Dale D. Sayles

Administrative Services Officer

Attachment B

Project Transaction Report

G/L Date	Journal	Journal Type		Description	Source/Refere	ence	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
C2404 - Public Servi	ices Center - Transit F	acility Ex	pansion	·					Life-to-Date	\$0.00	
200.000.00.61.00 07/31/2024) - Professional Service	es Genera	al								
	2025-00000130	JE	GL	CIP Labor Conversion 7/31/2024				405.00		405.00	
					CIP Labor - C Conversion Jo						
				C2404 - Public Services Expansion	Center - Transit	Facility					
08/05/2024				Ехранзіон							
Invoice Number	2025-00000156 Vendor	JE	AP Descrip	A/P Invoice Entry	Accounts Paya Invoice Date	Payment	Payment Number	8,746.25	Amount	9,151.25 Dist. Amount	
240714	EASTERN SIERRA ENGINEERING P.C.		Design Center	Services- Public Service	07/31/2024	<i>Type</i> Check	115373		8,746.25	8,746.25	
	ENGINEERING F.C.		Cerner	02404				Total	\$8,746.25	\$8,746.25	
08/31/2024											
	2025-00000227	JE	GL	CIP Labor Conversion 8/31/2024		10.1.1		675.00		9,826.25	
				C2404 - Public Services Expansion	CIP Labor - C Conversion Jo Center - Transit	ournal					
09/05/2024				•							
Invoice Number	2025-00000251 Vendor	JE	AP <i>Descri</i>	A/P Invoice Entry ption	Accounts Paya Invoice Date	Payment	Payment Number	2,370.00	Amount	12,196.25 Dist. Amount	
240824	EASTERN SIERRA ENGINEERING P.C.			PSC Transit Expansion Services through	09/05/2024	<i>Type</i> Check	115629		2,370.00	2,370.00	
			08/31/					Total	\$2,370.00	\$2,370.00	
09/30/2024								10101	Ψ2/070.00	Ψ2,070.00	
	2025-00000387	JE	GL	CIP Labor Conversion 9/30/2024	CID Labor C	ID I ob on		315.00		12,511.25	
10/31/2024				C2404 - Public Services Expansion	CIP Labor - C Conversion Jo Center - Transit	ournal					
10/31/2024	2025-00000508	JE	GL	CIP Labor Conversion 10/31/2024				1,057.50		13,568.75	
				10/01/2027	CIP Labor - C Conversion Jo						

Project Transaction Report

G/L Date	Journal	Journal Type	Sub Ledger Description	Source/Reference	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
O/E Butto	Journal	1,00	C2404 - Public Services Expansion		Revende	Bosit / imodifit	oroan Amount	Actual Bulance	Not onange
01/01/2025			·						
Invoice Number	2025-00000603 <i>Vendor</i>	JE	AP A/P Invoice Entry Description	Accounts Payable Invoice Date Payment Type	Payment Number	880.00	Amount	14,448.75 Dist. Amount	
241104	EASTERN SIERRA ENGINEERING P.C.		TOT Public Service Center, C2404 thru 11/30/24	12/05/2024 Check	116243		880.00	880.00	
						Total	\$880.00	\$880.00	
02/28/2025	2025-00000918	JE	GL CIP Labor Conversion			135.00		14,583.75	
			2/28/2025	CIP Labor - CIP Labor					
			C2404 - Public Services	Conversion Journal Center - Transit Facility					
03/04/2025			Expansion						
Invoice Number	2025-00000939 <i>Vendor</i>	JE	AP A/P Invoice Entry Description	Accounts Payable Invoice Date Payment	Payment Number	742.50	Amount	15,326.25 Dist. Amount	
241214	EASTERN SIERRA ENGINEERING P.C.		C2404 PSC Transit Expasion Design Services through	<i>Type</i> 01/02/2025 Check	116697		742.50	742.50	
			12/28/24			Total -	\$742.50	\$742.50	
03/04/2025									
Invoice Number	2025-00000942 <i>Vendor</i>	JE	AP A/P Invoice Entry Description	Accounts Payable Invoice Date Payment	Payment Number	1,480.00	Amount	16,806.25 Dist. Amount	
241213	EASTERN SIERRA ENGINEERING P.C.		C2404 PSC Transit Expansion Design Services through December	<i>Type</i> 01/02/2025 Check	116697		1,480.00	1,480.00	
			December			Total	\$1,480.00	\$1,480.00	
04/30/2025	2025-00001228	JE	GL CIP Labor Conversion			540.00		17,346.25	
			4/30/2025	CIP Labor - CIP Labor Conversion Journal					
			C2404 - Public Services Expansion						

Project Transaction Report

G/L Date	Journal	Journal Type		r Description	Source/Refere	ence	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
05/23/2025		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,									
Invoice Number	2025-00001252 Vendor	JE	AP Descri	A/P Invoice Entry iption	Accounts Paya Invoice Date		nt Payment Numbe	2,500.00	Amount	19,846.25 Dist. Amount	
239003	PLACER TITLE CO	MPANY	Prelim	inary Title Report-C2404	04/28/2025	Check	117106		2,500.00	2,500.00	
								Total	\$2,500.00	\$2,500.00	
05/31/2025											
	2025-00001324	JE	GL	CIP Labor Conversion 5/31/2025				135.00		19,981.25	
				3/3//2023	CIP Labor - Cl						
				C2404 - Public Services Expansion	Conversion Jo Center - Transit						
						2	200.000.00.61.00 Total	\$19,981.25	\$0.00	\$19,981.25	
							C2404 Total	\$19,981.25	\$0.00	\$19,981.25	
							Grand Totals	\$19,981.25	\$0.00		

Project Transaction Report

C/L Data		urnal	Sub Lodger Description	Course /Deference		Dovon	Dobit Amount	Cradit Amariat	Actual Delega	o Not Ch
<mark>G/L Date</mark> C2419 - Riverview Fl	Journal T lectric Charging Infrastruc	ype	Ledger Description	Source/Referenc	е	Revenue	Debit Amount	Credit Amount Life-to-Date	Actual Balanc \$0.0	
	- Professional Services G		I					Life-to-Date	φ0.0	O
07/15/2024	- Professional Services G	енена	I							
	2025-00000115	JE	AP A/P Invoice Entry	Accounts Payable	е		19,244.47		19,244.4	7
Invoice Number	Vendor		Description	Invoice Date P	Payment	Payment Number		Amount	Dist. Amount	
SFL/42004118	FORD MOTOR COMPAN	ΙΥ	Ford Level 2 Chargers for Riverview C2419, Facilities, and PD		<i>Type</i> Check	115314		21,911.97	19,244.47	
							Total	\$21,911.97	\$19,244.47	
05/06/2025										
Invoice Number	2025-00001220 Vendor	JE	AP A/P Invoice Entry Description	Accounts Payable Invoice Date P	Payment	Payment Number	8,000.00	Amount	27,244.4 Dist. Amount	7
2191	PRINCE ELECTRIC TRU	CKEE	Installation of Chargers at Riverview		Type Check	117057		8,000.00	8,000.00	
							Total	\$8,000.00	\$8,000.00	
05/07/2025										
Invoice Number	2025-00001194 Vendor	JE	AP A/P Invoice Entry Description	Accounts Payable Invoice Date P	Payment	Payment Number	780.44	Amount	28,024.9 Dist. Amount	1
1QCP-MDHJ- NQJH	AMAZON BUSINESS		Supplies for EV Charging at Riverview		Type IFT	50807		27.95	27.95	
8802-1076303	CONSOLIDATED ELECTRICAL DIST		Riverview EV Charging Electrical Items	04/17/2025 C	Check	117003		29.79	29.79	
8802-1076158	CONSOLIDATED ELECTRICAL DIST		Riverview EV Charging Electrical Items	04/10/2025 C	Check	117003		689.78	689.78	
8802-1076391	CONSOLIDATED ELECTRICAL DIST		Riverview EV Charging Electrical Items	04/17/2025 C	Check	117003		32.92	32.92	
	LELCTRICAL DIST		items				Total -	\$780.44	\$780.44	
06/06/2025										
		JE	AP A/P Invoice Entry	Accounts Payable			3,000.00		31,024.9	1
Invoice Number	Vendor		Description	Invoice Date P	Payment Type	Payment Number		Amount	Dist. Amount	
INV35122008	FORD MOTOR COMPAN	ΙΥ	EV Charger Onboarding- C2419		Check	117197	Total	3,000.00 \$3,000.00	3,000.00 \$3,000.00	
					20	0.000.00.61.00 Total	\$31,024.91	\$0.00	\$31,024.9	1
					20	C2419 Total	\$31,024.91	\$0.00	\$31,024.9	
						Grand Totals	\$31,024.91	\$0.00		

RESOLUTION 25-29 OF THE NEVADA COUNTY TRANSPORTATION COMMISSION

ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDS TO THE COUNTY OF NEVADA FOR FY 2025/26

WHEREAS, the Nevada County Transportation Commission (NCTC) has established an expendable trust fund for Regional Surface Transportation Program (RSTP) funds; and

WHEREAS, NCTC has exchanged its apportionment of federal funds for State Highway Account funds; and

WHEREAS, County of Nevada, through the adoption of Resolution 25-XXX on September 23, 2025, is requesting an allocation of \$1,013,854 for FY 2025/26 from RSTP funds; and

WHEREAS, as of July 1, 2025, the RSTP (Fund #6492) amount available to allocate for County of Nevada was \$1,330,466.97.

NOW, THEREFORE, BE IT RESOLVED, that NCTC does hereby allocate \$1,013,854 for FY 2025/26 from the RSTP fund to County of Nevada for projects included in the 2025 Capital Improvement Program, contingent upon receipt of the Board of Supervisors' signed resolution 25-xxx related to this claim, the signed RSTP Funding Agreement, and all finalized claim documents. Payments shall be made upon receipt of invoice(s).

BE IT FURTHER RESOLVED, that NCTC's Executive Director is hereby authorized to execute a RSTP Funding Agreement with County of Nevada and is directed to issue allocation instructions in accordance with this Resolution to the Nevada County Auditor-Controller.

PASSED AND ADOPTED by the Nevada County Transportation Commission on September 17, 2025, by the following vote:

Ayes.		
Noes:		
Absent:		
Abstain:		
	Attest:	
Tom Ivy, Chair		Dale D. Sayles
Nevada County Transportation Commission		Administrative Services Officer

Community Development Agency

Public Works Department

<u>public.works@nevadacountyca.gov</u> <u>www.nevadacountyca.gov/PW</u> 950 Maidu Avenue, Suite #170 PO BOX #599002 Nevada City, CA 95959 PH: (530) 265-1411 FAX: (530) 265-9849 Emergency Sewer: (530) 265-1555

Trisha Tillotson Community Development Agency Director David Garcia Director of Public Works

August 20, 2025

Mike Woodman, Executive Director Nevada County Transportation Commission 101 Providence Mine Road, Suite 102 Nevada City, Ca 95959

SUBJECT: Nevada County's Application for FY 2025/26 RSTP Funding Allocations

Dear Mike,

Please consider this a request for Regional Surface Transportation Program (RSTP) Funding for one Nevada County project:

• General Maintenance – New allocation for signing, striping, snow removal, road maintenance, graveling etc. \$1,013,854

This project is programmed in the County's Capital Improvement Program (CIP) for funding with the County apportionment of RSTP funds and have been determined to be consistent with the Nevada County General Plan. A resolution requesting reallocation of funds is attached.

A draft of the resolution that will be presented to the County Board of Supervisors on September 23, 2025 is attached for your review. Also attached is a copy of our CIP.

Please schedule this project for funding approval by the Commission as soon as possible. If you have any questions please feel free to contact me.

Sincerely,

Patrick Perkins P.E. C.C.M Principal Engineer

REGIONAL SURFACE TRANSPORTATION PROGRAM CLAIM FORM

September 23, 2025

To: Nevada County Transportation Commission

From: Nevada County Department of Public Works

Project Title: General Maintenance

Total Cost Estimate of Project: \$1,013,854

Total Requested Amount of RSTP Funds: \$1,013,854

Fiscal Year in Which Funds are to be Expended: 2025/26

<u>Project Description and Purpose</u>: Work includes signing, striping, snow removal, road repairs, dirt and gravel road maintenance and other maintenance along various County roads.

A good faith effort was made to involve all interested parties, and public comments were sought and considered as this Project was programmed in the CIP as adopted by the County Board of Supervisors on March 25, 2025 at a duly noticed public hearing and was determined to be consistent with the Nevada County General Plan per the attached Resolution 25-111

It should be noted that the project is consistent with adopted plans and programs and is in conformance with the Regional Transportation Plan.



Community Development Agency

Public Works Department

public.works@nevadacountyca.gov
www.nevadacountyca.gov/PW

950 Maidu Avenue, Suite #170 PO BOX #599002 Nevada City, CA 95959 PH: (530) 265-1411 FAX: (530) 265-9849 Emergency Sewer: (530) 265-1555

Trisha Tillotson Community Development Agency Director David Garcia Director of Public Works

NEVADA COUNTY BOARD OF SUPERVISORS

Board Agenda Memo

MEETING DATE: September 23, 2025

TO: Board of Supervisors

FROM: David Garcia, Director of Public Works

SUBJECT: Approve a funding agreement with eh Nevada County Transportation

Commission for Fiscal Year 25/26 Regional Surface Transportation Program

(RSTP) Funding Requests in the amount of \$1,013,854 – All Districts

RECOMMENDATION: Authorize FY 2025/26 Regional Surface Transportation Program (RSTP) funding requests to the Nevada County Transportation Commission (NCTC).

<u>FUNDING</u>: The projects for which RSTP funds are being requested are in the Nevada County Department of Public Works Capital Improvement Plan 2024 Annual Update (CIP). The funds are included in the FY 25/26 Road Maintenance budget and there is no impact to the General Fund.

BACKGROUND: RSTP funds are Federal Surface Transportation Program funds that are apportioned to specific regions within a state and locally managed and administered by NCTC. Staff is requesting authorization to request RSTP funding from NCTC for one Nevada County project in FY 2025/26. The one project being requested this year is:

General Maintenance - \$1,013,854

Staff is requesting a new allocation for general maintenance activities including but not limited to signing, striping, snow removal, and general road maintenance activities.

Staff requests that the Board of Supervisors approve the attached resolution and RSTP Exchange Recipient Agreement authorizing the FY 2025/26 RSTP funding.

Attachments:

- 1. Resolution
- 2. Exhibit A Funding Agreement between NCTC and Nevada County
- 3. Exhibit B RSTP Worksheet

Item Initiated by: Patrick Perkins, Principal Civil Engineer Approved by: Patrick Perkins, Principal Civil Engineer David Garcia, Director of Public Works



RESOLUTION No.____

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVE A FUNDING AGREEMENT WITH THE NEVADA COUNTY TRANSPORTATION COMMISSION FOR FISCAL YEAR 2025/26 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDING REQUESTS IN THE AMOUNT OF \$1,013,854-All Districts

WHEREAS, this approval includes the use of Regional Surface Transportation Program Funds (RSTP); and

WHEREAS, this agreement authorizes the Nevada County Transportation Commission (NCTC) to perform contract management and oversight of the RSTP Funds distributed to Nevada County; and

WHEREAS, Nevada County is eligible to use RSTP Funds for projects as authorized under Article XIX of the California State Constitution; and

WHEREAS, Nevada County has agreed to participate with NCTC, local and state agencies, the general public and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation infrastructure; and

WHEREAS, NCTC desires to enter into a Funding Agreement, attached as Exhibit A, with Nevada County to document and formalize the terms and conditions; and

WHEREAS, attached as Exhibit B, is the NCTC Regional Surface Transportation Program Allocation Sheet; and

WHEREAS, funds, when received, shall be deposited into accounts:

1114-30107-703-1000/44530.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Nevada County Board of Supervisors approves the Funding Agreement with the Nevada County Transportation Commission to use RSTP Funds for projects authorized under Article XIX of the California State Constitution and that the Chair of the Board of Supervisors is hereby authorized to execute the Funding Agreement on behalf of the County of Nevada.

CAPITAL IMPROVEMENT PLAN 2025 ANNUAL UPDATE



Dog Bar Bridge

County of Nevada

Community Development Agency

Department of Public Works

2024-2025 thru 2028-2029

COUNTY OF NEVADA COMMUNITY DEVELOPMENT AGENCY DEPARTMENT OF PUBLIC WORKS

CAPITAL IMPROVEMENT PLAN 2025 ANNUAL UPDATE

FISCAL YEAR 2024/25 THRU 2028/29

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• Summary of Major CIP Expenditures	
 Conclusion 	
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FISCAL YEAR 2025/2026

				Discretiona	ry Funding					Restricte	ed Funding		
CAPITAL PROJECTS	Expenditures	HUTA	Gen Fund MOE	Roads ISF Replacement	State Exchg	RSTP	1114 Misc	Grants	S81 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Bridges:	\$15,580,753	\$0	\$250,000	\$0	\$273,377	\$0	\$0	\$15,057,376	\$0	\$0	\$0	\$0	\$0
Development Fee Projects:	\$583,735	\$0	\$0	\$0	\$0	\$0	\$0	\$403,000	SO	SO	50	\$180,735	SO
Safety Projects:	\$450,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$430,000	\$0	50	50	\$0	\$0
Shoulder Improvements:	\$260,949	\$0	\$0	\$0	\$0	\$0	\$0	\$260,949	So	\$0	\$0	\$0	SO
Other Civisions:	\$5,096,375	\$0	50	\$0	\$0	50	\$0	\$1,561,150	\$0	\$0	\$0	\$0	\$3,535,225
SUBTOTAL:	\$21,971,812	\$20,000	\$250,000	\$0	\$273,377	so	\$0	\$17,712,475	SO	50	\$0	\$180,735	\$3,535,225
													1.00
MAINTENANCE	Expenditures	HUTA	Gen Fund MOE	Roads ISF Replacement	State Exchg	RSTP	1114 Misc	Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
Roadway Preservation:	\$2,438,189	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,438,189	\$0	\$0	\$0	\$0
Drainage and Shoulder Maintenance:	\$1,251,450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,251,450	\$0	So S	50	\$0
Vegetation Control:	\$1,809,333	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$649,333
General Maintenance:	\$7,769,686	\$4,637,462	\$76,405	\$0	\$113,318	\$1,013,854	\$525,414	\$0	\$1,053,373	\$299,860	\$50,000	\$0	\$0
Equipment Frogram:	\$1,750,000	\$0	\$750,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL:	\$15,018,658	\$4,797,462	\$826,405	\$1,000,000	\$113,318	\$1,013,854	\$525,414	\$0	\$5,743,012	\$299,860	\$50,000	\$0	\$649,333
OVERHEAD	Expenditures	HUTA	Gen Fund MOE	Roads ISF Replacement	State Exchg	RSTP	1114 Misc	Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
701 - Admin	\$1,977,774	\$442,455	\$401,045	\$0	SO	\$0	\$1,104,274	\$0	50	\$30,000	\$0	\$0	\$0
702 - Engineering	\$1,174,665	\$585,999	\$504,119	\$0	\$0	50	\$0	50	50	\$84,547	50	50	\$0
SUBTOTAL	\$3,152,439	\$1,028,454	\$905,164	\$0	\$0	50	\$1,104,274	\$0	so	\$1:4,547	\$0	SO	\$0
FY TOTAL:	Expenditures	нита	Gen Fund MOE	Roads ISF Replacement	State Exchg	RSTP	1114 Misc	Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
	\$40,142,909	\$5,845,916	\$1,981,569	\$1,000,000	\$386,695	\$1,013,854	\$1,629,688	\$17,712,475	\$5,743,012	\$414,407	\$50,000	\$180,735	\$4,184,558

		FUNDING ANALYSIS										
			Discretiona	ry Funding					Restricte	d Funding	_	
	нита	Gen Fund MOE	Roads ISF Replacement	State Exchg	RSTP	1114 Misc	Grants	SB1 - RMRA	CSA/PRD	Trust Funds	Dev Fees	Other
BEGINNING BALANCE:	\$4,918,064	\$0	\$1,439,513	\$0	\$1,319,639	\$0	\$0	\$3,694,661	\$3,772,218	\$37,415	\$1,443,235	\$0
PROJECTED REVENUES:	\$4,504,514	\$1,981,569	\$1,719,502	\$386,695	\$893,812	\$1,629,688	\$17,712,475	54,568,784	\$745,726	\$25,827	\$199,215	\$4,184,558
BUDGETED EXPENDITURES:	(\$5,845,916)	(\$1,981,569)	(\$1,000,000)	(\$386,695)	(\$1,013,854)	(\$1,629,688)	(\$17,712,475)	(\$5,743,012)	(\$414,407)	(\$50,000)	(\$180,735)	(54,184,558
ENDING BALANCE:	\$3,576,662	\$0	\$2,159,016	\$0	\$1,199,597	\$0	\$0	\$2,520,432	\$4,103,536	\$13,242	\$1,461,716	\$0

HUTA/New HUTA Inflator: 2% MOE Inflator: 2%



RESOLUTION No. 25-111

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE CAPITAL IMPROVEMENT PLAN 2025 ANNUAL UPDATE

WHEREAS, the Department of Public Works has prepared the Capital Improvement Plan (CIP) 2025 Annual Update Road Maintenance and Capital Improvement Five Year Plan; and

WHEREAS, the CIP is consistent with the Nevada County General Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

- 1. Approve the Nevada County Department of Public Works Capital Improvement Plan (CIP) 2025 Annual Update.
- 2. Authorizes the Director of Public Works to proceed with the implementation of the Plan.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the <u>25th</u> day of <u>March 2025</u>, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan

Hoek, and Hardy Bullock.

Noes:

None.

Absent:

None.

None.

Abstain:

Recuse: None.

ATTEST:

TINE MATHIASEN
Chief Deputy Clerk of the Board of Supervisors

Heidi Hall, Chai

LOU CECI – Nevada City City Council
SUSAN HOEK – Nevada County Board of Supervisors
TOM IVY – Grass Valley City Council, Chair
JAY STRAUSS – Member-At-Large
DUANE STRAWSER – Member-At-Large
ROBB TUCKER – Nevada County Board of Supervisors, Vice Chair
JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 500.1, 720.5

September 17, 2025

David Garcia, Director of Public Works County of Nevada Community Development Agency Department of Public Works 950 Maidu Avenue Nevada City, CA 95959-8617

SUBJECT: FUNDING AGREEMENT #RSTPNCO091725 BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY TRANSPORTATION COMMISSION FOR FY 2025/26 REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS

Dear Mr. Garcia:

This agreement, when countersigned, authorizes the Nevada County Transportation Commission (NCTC) to perform contract management and oversight of the RSTP exchange funds distributed to County of Nevada, hereinafter referred to as "RSTP Exchange Recipient".

The RSTP Exchange Recipient agrees to the following:

- 1. To use RSTP exchange funds for projects as authorized under Article XIX of the California State Constitution.
- 2. Establish a special account for the purpose of depositing therein all payments received from NCTC pursuant to this Agreement: (a) for cities, within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.
- 3. To return RSTP exchange funds to NCTC if the funds received are not used in accordance with the terms of this agreement.
- 4. Cost Principles
 - a. To comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - b. That (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items, and (B) those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for

Grants and Cooperative Agreements to State and Local Governments. Every subrecipient receiving funds as a contractor or subcontractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Repay any RSTP exchange fund expenditures for costs that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200. Any reimburse fund moneys are due within 30 days of demand, or within such other period as may be agreed in writing between the parties.

5. Third Party Contracting

- a. Shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed.
- b. Any subcontract or agreement entered into as a result of disbursing funds received pursuant to this agreement shall contain all of the fiscal provisions of this agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.
- c. In addition to the above, the pre-award requirements of third-party contractor/consultants should be consistent with Local Program Procedures as published by the California Department of Transportation.

6. Accounting System

a. Shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system, including contractors and all subcontractors, shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

7. Right to Audit

a. For the purpose of determining compliance with this agreement and other matters connected with the performance of contracts with third parties, the RSTP Exchange Recipient, contractors, and subcontractors shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds. The California Department of Transportation, the California State Auditor, or any duly authorized representative of State of California or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and shall be furnished copies

thereof if requested.

8. Travel and Subsistence

a. Payments for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then recipient of funds is responsible for the cost difference and any overpayments shall be reimbursed on demand.

9. Project Completion

a. Agrees to provide to NCTC a report summarizing total project costs and milestones for each project using RSTP Exchange Funds within sixty (60) days of project completion.

If this Funding Agreement meets with your approval, please sign and return two copies. A final signed copy will be provided for your own records. Questions concerning this Funding Agreement should be directed to NCTC Executive Director Mike Woodman at (530) 265-3202.

Michael G. Woodman Date Heidi Hall Date Executive Director Chair Nevada County Transportation Commission Nevada County Board of Supervisors

LOU CECI – Nevada City City Council SUSAN HOEK – Nevada County Board of Supervisors TOM IVY – Grass Valley City Council, Chair JAY STRAUSS – Member-At-Large DUANE STRAWSER – Member-At-Large ROBB TUCKER – Nevada County Board of Supervisors, Vice Chair

JAN ZABRISKIE - Town of Truckee

NCTC

COMMISSION

MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 340.0, 1250.0

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director Muchael Woodn

SUBJECT: Subrecipient Agreement with the Association of Monterey Bay Area Governments

to Update the Rural Counties Task Force Administrative Support Manual,

Resolution 25-30

DATE: September 17, 2025

RECOMMENDATION: Adopt Resolution 25-30 approving the Subrecipient Agreement between Nevada County Transportation Commission and the Association of Monterey Bay Area Governments to update the Rural Counties Task Force Administrative Support Manual.

BACKGROUND: NCTC received a Rural Planning Assistance (RPA) Discretionary grant from the California Department of Transportation (Caltrans) to update the Rural Counties Task Force (RCTF) Administrative Support Manual and conduct training with the 26-member Rural Transportation Planning Agencies and Local Transportation Commissions. NCTC's Deputy Director is serving a two-year term as the Chair of the RCTF, and in this role NCTC assumes the administrative responsibilities of the RCTF. These responsibilities are contained in Work Element 2.4.5b of the Fiscal Year 2025/26 Overall Work Program and funded by RCTF membership dues.

It is necessary for NCTC to enter into a Subrecipient Agreement with the Association of Monterey Bay Area Governments (AMBAG) in order for NCTC to be able to reimburse AMBAG and their consultant for preparation of the Administrative Support Manual Update and conduct training on the manual with the RCTF member agencies. AMBAG has experience in preparing prior versions of the Administrative Support Manual and has the necessary personnel resources to implement the project. The Administrative Support Manual provides templates for employee policies and procedures, procurement of services, fiscal accounting, and human resources. RCTF member agencies can utilize the templates to implement and/or update their own policies and procedures.

A Subrecipient Agreement is required to enter into contractual agreements with other agencies that perform work identified in the annual work program. NCTC's legal counsel has prepared the attached Subrecipient Agreements between NCTC and AMBAG to provide these services.

NCTC staff recommends the approval of Resolution 25-30 to enter into a Subrecipient Agreement with the Association of Monterey Bay Area Governments.

RESOLUTION 25-30 OF THE NEVADA COUNTY TRANSPORTATION COMMISSION

SUBRECIPIENT AGREEMENT WITH THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS TO PREPARE THE RURAL COUNTIES TASK FORCE ADMINISTRATIVE SUPPORT MANUAL UPDATE AND CONDUCT TRAINING

WHEREAS, the Nevada County Transportation Commission (NCTC) has been awarded a Rural Planning Assistance (RPA) discretionary grant through the California Department of Transportation ("Caltrans"), to update the Rural Counties Task Force (RCTF) Administrative Support Manual Update and conduct training with the RCTF; and

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) has agreed to participate with NCTC on the RCTF Administrative Support Manual Update and has experience in preparing prior versions of the Rural Counties Task Force Administrative Support Manual and has the necessary personnel resources to implement the project; and

WHEREAS, AMBAG is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, NCTC is required to enter into contractual agreements with other agencies that perform work identified in the annual work program and NCTC's legal counsel has prepared the attached Subrecipient Agreements between NCTC and AMBAG to provide these services; and

WHEREAS, the total Subrecipient Recipient Agreement compensation amount is \$13,240; and

WHEREAS, the Fiscal Year 2025/26 Overall Work Program Work Element 2.4.5.b contains sufficient budget to prepare the RCTF Administrative Support Manual Update and training.

NOW, THEREFORE, BE IT RESOLVED, that Nevada County Transportation Commission authorizes the Chairman to sign the Subrecipient Agreement between NCTC and AMBAG to prepare the RCTF Administrative Support Manual Update and training.

PASSED AND ADOPTED by the Nevada County Transportation Commission on September 17, 2025, by the following vote:

Ayes:		
Noes:		
Absent:		
Abstain:		
	Attest:	
Tom Ivy, Chair	110050	Dale D. Sayles
Nevada County Transportation Commission		Administrative Services Officer

FY 2025/26 SUBRECIPIENT AGREEMENT BETWEEN THE NEVADA COUNTY TRANSPORTATION COMMISSION AND ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS

TO UPDATE THE RURAL COUNTIES TASK FORCE ADMINISTRATIVE MANUAL UPDATE AND TRAINING

THIS SUBRECIPIENT AGREEMENT is made and entered into effective <u>September 17, 2025</u>, by and between <u>ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS</u> ("Subrecipient"), and the <u>NEVADA COUNTY TRANSPORTATION COMMMISSION</u> ("NCTC"), the Regional Transportation Planning Agency for Nevada County, California.

WHEREAS, NCTC has been awarded Rural Planning Assistance (RPA) discretionary grant through the California Department of Transportation ("Caltrans"), to update the Rural Counties Taskforce (RCTF) Administrative Support Manual Update and conduct training with the RCTF; and

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, Subrecipient has agreed to participate with NCTC on the RCTF Administrative Support Manual Update and has experience in preparing prior versions of the Rural Counties Taskforce Administrative Support Manual and has the necessary personnel resources to implement the project; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement ("Agreement") to document the terms and conditions of NCTC's reimbursement to Subrecipient for Subrecipient's services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. <u>Scope of Work:</u> Subrecipient will participate in the activities identified in "Exhibit A", attached hereto and incorporated herein by this reference (hereinafter "Project"). Exhibit A includes a detailed scope of the work to be performed by Subrecipient, as well as Project deliverables, a timeline, and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 11.

2. Time of Performance:

a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient agrees to follow, and to require its consultants to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the NCTC's Project Manager, including the reasons for the requested change. Approval by NCTC's Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on <u>June 30, 2027</u> unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
- 3. <u>Compliance with Laws:</u> Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the applicable federal funding.
- 4. Funding Amount: Under this Agreement, Subrecipient will be reimbursed by NCTC for Subrecipient's staff time related to the Project. Subrecipient will also be reimbursed for all related consultant invoices paid by Subrecipient. NCTC shall pay Subrecipient in full for all services performed pursuant to this Agreement, a total sum not to Two Hundred and Forty Dollars (\$13,240). Subrecipient will not perform work, nor be required to perform work, outside those services specified in this Agreement or which would result in billings in excess of \$13,240, without the prior written agreement of both parties. In no instance will NCTC be liable for any unauthorized or ineligible costs.

5. Reporting and Payment:

- a. The method of payment for this Agreement will be based on lump sum. The total lump sum price paid to the Subrecipient will include compensation for all work and deliverables, including travel and equipment described in Exhibit A Scope of Work. No additional compensation will be paid to Subrecipient, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Subrecipient and NCTC. Adjustment in the total lump sum compensation will not be effective until authorized by amendment to this Agreement approved by the parties.
- b. Progress payments may be made upon completion of each Task as documented in Exhibit A of the Agreement. If Subrecipient fails to submit the required deliverable items according to the schedule set forth in Section 1 Scope of Work, NCTC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 7 Termination. All invoices submitted to NCTC for Payment shall be sent directly via email to the NCTC Deputy Executive Director, Aaron Hoyt and to:

Nevada County Transportation Commission ATTN: Dale Sayles (dsayles@nccn.net) 101 Providence Mine Road, Suite 102 Nevada City, CA 95959

c. Subrecipient will submit a detailed and properly documented invoice for reimbursement at the milestones identified in Section 1 Scope of Work, which will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the project.

- d. Subrecipient shall not commence performance of work or services until this Agreement has been approved by NCTC and notification to proceed has been issued by NCTC's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.
- e. Subrecipient will be notified within ten (10) business days following receipt of its invoice by NCTC of any circumstances or data identified in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for NCTC, in its opinion, to substantiate billings. NCTC reserves the right to withhold payment of disputed amounts.
- f. Subrecipient will be reimbursed within thirty (30) days upon receipt by NCTC's Contract Administrator of itemized invoices in duplicate. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated in Exhibit A and shall reference this Agreement and project title. Final invoice must contain the final cost and all credits due to the Subrecipient. The final invoice must be submitted within sixty (60) calendar days after completion of the Subrecipient's work unless a later date is approved by the NCTC. Invoices shall be mailed to NCTC's Contract Administrator per Section 5(b).
- g. Subrecipient agrees that the Contract Cost Principles and Procedures, found in 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter I Part 200 et seq (formerly found in the Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments") will be used to determine the allowability of individual items of cost.
- h. NCTC also agrees to comply with Federal procedures in 2 CFR, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- i. Any costs for which payment has been made to NCTC that are determined by subsequent audit or are otherwise determined to be unallowable under 2 CFR, Chapters I and II, Parts 200, 215, 220, 225, and 230 (formerly set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.); Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments"; or 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, are subject to repayment by Subrecipient to NCTC. Disallowed costs must be reimbursed to NCTC within sixty (60) days unless NCTC approves in writing an alternative repayment plan.
- j. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(h) through 5(j) above.
- 6. <u>Independent Contractor</u>: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not

officers or employees or agents of NCTC. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NCTC to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.

7. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 15 below.
- b. If either party issues a notice of termination, NCTC will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 and less any compensation to Subrecipient for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
- c. Subrecipient will have the right to terminate this Agreement in the event NCTC is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide NCTC with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to NCTC at the address indicated in Section 15. NCTC will make payment to Subrecipient through the date of termination, subject to the provisions of Section 5 above including, but not limited to, the provisions of Subsection 5(d).
- 8. <u>Assignment</u>: The parties understand that NCTC entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of NCTC, this Agreement is not assignable by the Subrecipient either in whole or in part.
- 9. <u>Binding Agreement</u>: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
- 10. <u>Time</u>: Time is of the essence in this Agreement and will follow the timeline set forth in the Scope of Work in Exhibit A, unless modified pursuant to Section 11.
- 11. <u>Amendments</u>: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
- 12. <u>Contractors and Subcontractors</u>: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. NCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, et seq., and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapters I and II, Parts 200, 215, 220, 225, and 230.
 - (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit NCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.
- 13. <u>Indemnity</u>: Subrecipient specifically agrees to indemnify, defend, and hold harmless NCTC, its directors, officers, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by NCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

14. <u>Audit, Retention and Inspection of Records</u>:

- a. NCTC or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation, and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide NCTC or its designee with any relevant information requested and will permit NCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- b. If so directed by NCTC upon expiration of this Agreement, Subrecipient will cause all Records relevant to the Scope of Work to be delivered to NCTC as depository.
- 15. <u>Project Managers</u>: NCTC's Project Manager for this Agreement is <u>Aaron Hoyt</u>, unless NCTC otherwise informs Subrecipient in writing. With the exception of notice of termination sent by certified mail pursuant to Section 7 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to NCTC's Project Manager at the following address:

Aaron Hoyt, Deputy Executive Director Nevada County Transportation Commission 101 Providence Mine Road, Suite 102 Nevada City, California 95959 Telephone: (530) 265-3202

Email: ahoyt@nccn.net

Subrecipient's Project Manager for this Agreement is <u>Maura Twomey</u>. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by NCTC, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 7(a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Maura Twomey, Executive Director Association of Monterey Bay Area Governments 24580 Silver Cloud Court Monterey, CA 93940 Telephone: (530) 265-7059

- 16. <u>Successors</u>: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
- 17. <u>Waivers</u>: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NCTC to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these

provisions, will in no way be construed to be a waiver of such provisions, nor to affect the validity of this Agreement or the right of NCTC to enforce these provisions.

- 18. <u>Litigation</u>: Subrecipient will notify NCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or NCTC, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of NCTC.
- 19. <u>Americans with Disabilities Act (ADA) of 1990</u>: By signing this Agreement, Subrecipient assures NCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is NCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, ADA, and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. NCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. NCTC prohibits discrimination by its employees, Subrecipient, and Subrecipient's contractors and consultants.

Subrecipient assures NCTC that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.

a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- Subrecipient and its contractors and subcontractors will act in accordance with c. Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors and subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Subrecipient and its contractors will include the provisions of this Section 20 in all contracts to perform work funded under this Agreement.
- g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, NCTC shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:

- 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
- 2) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 21. <u>Union Organizing</u>: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
 - a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Subrecipient will not meet with employees or supervisors of NCTC or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- 22. <u>Prohibition of Expending State or Federal Funds for Lobbying:</u>
 - a. Subrecipient certifies, to the best of its knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Subrecipient also agrees by signing this Agreement that it will require that the language of this certification be included in all lower tier contracts and subcontracts.

23. Prevailing Wage and Labor Requirements:

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.
- 24. <u>Disadvantaged Business Enterprise (DBEs) Participation</u>: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. The NCTC DBE Information Form is attached hereto as "Exhibit B" and incorporated herein by this reference.
 - a. <u>Non-Discrimination</u>: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as NCTC deems appropriate.
 - b. <u>Prompt Payments to DBE and Non-DBE Subcontractors</u>: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
 - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may

occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

(2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to NCTC.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
 - (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The

DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. <u>DBE Certification and Decertification</u>: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the contractor in writing with the date of certification. The contractor shall then provide to Subrecipient 's Project Manager written documentation indicating the DBE's existing certification status.
- f. <u>Noncompliance by Subrecipient</u>: Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NCTC may deem appropriate.
- g. Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.
- 25. <u>Non-Liability of NCTC</u>: NCTC shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, NCTC shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
- 26. <u>Debarment Responsibilities</u>: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
- 27. <u>Costs and Attorneys' Fees</u>: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
- 28. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Nevada County.
- 29. <u>Integration</u>: This Agreement represents the entire understanding of NCTC and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 11.

- 30. <u>Severability</u>: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
- 31. <u>Headings</u>: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
- 32. <u>Authority</u>: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
- 33. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the project work, including, without limitation, all computer software materials and all written materials produced, are owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless NCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
- 34. <u>Counterparts</u>: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
- 35. <u>Amendments Required by Federal or State Agencies</u>: If the FTA, FHWA, Caltrans, or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
- 36. <u>Ambiguities</u>: The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.
- 37. <u>Press Releases</u>: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.
- 38. <u>FFATA Requirements</u>: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170 [75 Fed. Reg. 55670 55671, September 14, 2010].
- 39. <u>Clean Air Act</u>: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR Part 93

("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to NCTC and understands and agrees that NCTC will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 40. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any NCTC employee. For breach or violation of this warranty, NCTC shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 41. <u>State Prevailing Wage Rates</u>: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Subrecipient shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

42. Equipment Purchase:

- a. Written prior authorization by NCTC's Project Manager is required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or services not included in Exhibit A. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Subrecipient's Cost Proposal and exceeding \$5,000 prior authorization by NCTC's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment is removed from use for the Project before the end of its useful life Subrecipient may either keep the

RCTF Administrative Manual Update Subrecipient Agreement September 17, 2025 Page 15

equipment for non-project purposes and credit NCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, and credit NCTC in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to NCTC and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by NCTC."

d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

RCTF Administrative Manual	Update Subrecipient Agreemen
September 17, 2025	
Page 16	

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS	
Signature	
APPROVED AS TO FORM:	
LEGAL COUNSEL	
NEVADA COUNTY TRANSPORTATIO COMMISSION	N
TOM IVY, CHAIR	

EXHIBIT A

SCOPE OF WORK

Regional Analysis and Planning Services

Proposed Project Budget for 2025-2026 Rural Counties Task Force Training and Administrative Guidebook Update

January 22, 2025

Tasks	Estimated Timeframes	Estimated Costs
Update Rural Counties Task Force Administrative Guidebook	February 2026	\$6,000
Organize and implement training to include Overall Work Plan development, Local Assistance Invoicing and other topics as determined by the Rural Counties Task Force and Caltrans	March 2026	\$2,000
Provide training to Rural Counties Task Force members on updated Guidebook	May 2026	\$4,100
Other Direct Costs: lunch at CalHR rates, each training session for 30 attendees		\$ 1,140
Total Cost		\$13,240

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Nevada County Transportation Commission (NCTC), the California Department of Transportation (Caltrans), and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of NCTC funded contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the Subrecipient shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed online at http://www.californiaucp.com If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

<u>**DBE/UDBE Participation Information**</u> (Subrecipient must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 3)

Option #1 - No Certified DBE participation proposed for this contract.					
Option #2 - It is proposed that the following DBE(s) be used on this contract:					
(Please attach an ac	dditional sheet if necessary)				
Name of Certified DBE	DBE Certification No.				
DBE Address	DBE Telephone No.				
	DBE E-Mail Address				

RCTF Administrative Manual Update Subrecipient Agreement September 17, 2025

Page 19 **EXHIBIT B** Annual Gross Receipts (check one): Less than \$500,000 Age of Firm \$500,000-\$1 million \$1 million-\$2 million \$2 million-\$5 million Over \$5 million Capacity of DBE (e.g., contractor, subcontractor, vendor) \$ Amount DBE Participation Description of services or materials to be provided by DBE Name of Certified DBE DBE Certification No. **DBE Address** DBE Telephone No. DBE E-Mail Address Annual Gross Receipts (check one): Less than \$500,000 \$500,000-\$1 million Age of Firm \$1 million-\$2 million \$2 million-\$5 million Over \$5 million \$ Amount DBE Participation Capacity of DBE (e.g., contractor, subcontractor, vendor) Description of services or materials to be provided by DBE Submitted by: **Signature** Date

Print Name and Title

LOU CECI - Nevada City City Council SUSAN HOEK - Nevada County Board of Supervisors TOM IVY - Grass Valley City Council, Chair JAY STRAUSS - Member-At-Large DUANE STRAWSER - Member-At-Large ROBB TUCKER - Nevada County Board of Supervisors, Vice Chair JAN ZABRISKIE - Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 1210.5

MEMORANDUM

TO: Nevada County Transportation Commission

Michael Woodman, Executive Director Musland Moodman FROM:

SUBJECT: Public Hearing – Draft 2045 Nevada County Regional Transportation Plan

DATE: September 17, 2025

RECOMMENDATION: Staff requests that the Commission conduct a public hearing to receive comments and public testimony on the Draft 2045 Nevada County Regional Transportation Plan (RTP).

BACKGROUND: As the State-designated Regional Transportation Planning Agency (RTPA) for Nevada County, NCTC is required to prepare and adopt a RTP every five years. The RTP is a long range (20-year minimum) transportation funding plan that identifies the County's priorities in addressing traffic congestion, mobility needs, safety improvements, and maintenance of the existing transportation infrastructure. Not only does the plan comply with state statutes for continuous, cooperative, and comprehensive planning, the RTP serves as the mechanism by which state and federal funds are allocated to local transportation projects. The RTP presents a financially constrained action plan to meet the short term (2025-2034) and long term (2035-2045) regional transportation needs of the County. The current RTP was adopted in 2018.

The Draft 2045 RTP document consists of the following five sections:

- Executive Summary Provides an overview of the RTP highlighting the investment portfolio and illustrating example projects.
- Introduction Summarizes the regional setting and key characteristics of Nevada County such as demographics, population and employment growth, and travel characteristics.
- Policy Element Sets the policy framework by which the County's mobility needs are identified and met. The Policy Element identifies the transportation goals, objectives, performance measures, and policies to meet the needs of the region and reflects environmental, social, and economic goals.
- Action Element Identifies the short-and long-term investment portfolio that contains a balanced approach to maintaining the existing infrastructure, improving operational issues, enhancing safety for all users, and creating more multimodal options for residents.
- Financial Element Outlines the financial assumptions and forecasts of transportation revenues that are reasonably expected to be available to implement the Action Element. The Financial Element presents a constrained funding scenario totaling approximately \$1.79 billion in revenues from existing funding sources over the life of the plan.

DISCUSSION:

NCTC staff kicked off the RTP Update with the assistance of the consulting firm DKS Associates in July 2022. Staff and the consultant team began collecting transportation data and working with the NCTC Technical Advisory Committee to review existing RTP projects and identify new projects for consideration. An introduction to the RTP was presented to the Commission on March 20, 2023 and staff sought input from the Commission on the Goals, Policies, and Objectives for the RTP on May 17, 2023.

The project team sought public input on issue areas and priorities to help inform the RTP through two virtual public workshops. The first virtual workshop was hosted in the Truckee area on March 16, 2023 and the second virtual workshop was hosted on April 10, 2023 for the western portion of the County. During the virtual workshop, participants were directed to the RTP project engagement website where an interactive map allowed participants to identify areas of concern and share ideas on needed projects. 238 comments were received through the interactive mapping platform.

Staff also made presentations to the Truckee North Tahoe Transportation Management Association (TNT/TMA) on July 6, 2023 and to the Accessible Transportation Coalition Initiative /Mobility Action Plan Coalition (ATCI-MAPCO) on August 8, 2023. Further public input will be sought on the Draft 2045 RTP.

Staff presented an overview of the Draft 2045 RTP to the Commission on July 9, 2025 and sought comments on the draft plan. The Draft 2045 RTP and associated Addendum to the 2017 Supplemental Environmental Impact Report were released for public review and comment on August 8, 2025 and will conclude on September 25, 2025. The Draft 2045 RTP and Addendum was distributed through stakeholder emails, posted to the NCTC website www.nctc.ca.gov/reports/regional-transportation-plan/index.html, distributed to local agencies, and hard copies were made available at local libraries in Nevada County. All written and oral comments received from the public, partner agencies, and stakeholders will be addressed in the final 2045 RTP. Staff anticipates presenting the Final 2045 RTP for adoption at the November 12, 2025 Commission meeting.

Public comments can be submitted in writing or via email and addressed to:

Aaron Hoyt Nevada County Transportation Commission 101 Providence Mine Road, Suite 102 Nevada City, CA 95959 Email: ahoyt@nccn.net LOU CECI - Nevada City City Council SUSAN HOEK - Nevada County Board of Supervisors TOM IVY - Grass Valley City Council, Chair JAY STRAUSS - Member-At-Large DUANE STRAWSER - Member-At-Large ROBB TUCKER - Nevada County Board of Supervisors, Vice Chair JAN ZABRISKIE - Town of Truckee

COMMISSION

MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 370.0

MEMORANDUM

TO: Nevada County Transportation Commission

Michael Woodman, Executive Director Muda Moodn FROM:

SUBJECT: Caltrans Road User Charge Pilot Program – Public/Private Roads Project

DATE: September 17, 2025

RECOMMENDATION: Receive a presentation and provide comments on the California Road Use Charge Pilot Program presented by Lauren Prehoda, Road Charge Program Manager, Caltrans.

BACKGROUND: California currently relies on gas tax and other fuel tax revenues to fund its roadway maintenance and repairs. But as cars and trucks get more fuel efficient or use other energy sources, the gas tax revenues in the future are projected to be insufficient to fund California's infrastructure needs. With the passage of Senate Bill 1077 (DeSaulnier, 2014), California initiated a research effort to investigate an alternative long-term, sustainable transportation funding mechanism as a potential replacement to the gas tax, known as a road user charge. A road charge is a "user pays" system where all drivers pay to maintain the roads based on how much they drive, rather than how much gas they purchase. Under a road user charge, all drivers share roadway maintenance and repair costs based on what they actually use. California, in 2017, completed the largest road charge research effort to date piloting more than 5,000 vehicles that reported in excess of 37 million miles over a nine-month duration.

The Road Charge Pilot Program tested the functionality, complexity, and feasibility of the critical elements of this new potential revenue system - road charge - for transportation funding. However, some questions remained unanswered, necessitating additional investigation into the mechanics and policy issues of implementing a road charge in California.

Senate Bill 339 (Wiener, Chapter 308, Statutes of 2021) was signed by Governor Newsom on September 24, 2021, to continue the state's exploration into the feasibility of collecting transportation revenue from a road charge. Senate Bill 339 directs the California State Transportation Agency to implement a pilot, starting on or after January 1, 2023, that assesses two different mileage rate calculation options and collects actual road charge revenue into state funds.

In 2023 Caltrans conducted additional research between April and September as part of the "Public/Private Roads Project" which tested the ability of current GPS technology to differentiate when a car is driving on a public versus a private road, while protecting the user's privacy. Currently, when a driver is on a private road, they are still paying the gas tax even though no public money goes to the maintenance of that road. While there is a process to request refunds for the gas tax paid while driving on private roads, many Californians either don't know or don't have the time to pursue the process. One Caltrans Road User Charge Pilot Program – Public/Private Roads Project Page 2

part of this effort was to explore if a road user charge system could create a simpler way to distinguish between public and private roads for travelers.

This pilot explored the technical aspects of location-based mileage reporting, but more importantly, also engaged rural and tribal communities in a conversation about their communities' priorities in a potential road charge system. These are unique communities that may have unique impacts, and understanding the issues, concerns, and opportunities the new concept presents for them is important to the state's effort to create a potential road charge system that works for all Californians.

Additionally, Caltrans partnered with "The Toll Roads" to test the functionality of a tolling agency serving as a third-party commercial account manager in a road charge system. This effort explored the crossover between tolling and road charge and the opportunities to create an easy taxpayer experience and keep administrative costs down.



August 1, 2025

County Auditors Responsible for State Transit Assistance Funds Transportation Planning Agencies County Transportation Commissions San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2025-26 State Transit Assistance Allocation Revised Estimate

Enclosed is a revised summary schedule of State Transit Assistance (STA) funds estimated for Fiscal Year (FY) 2025-26 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 STA Allocation Estimate, dated August 1, 2023. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

According to the FY 2025-26 enacted California Budget, the estimated amount of STA funds budgeted is \$795,443,000. SCO anticipates the first quarter's allocation will be paid by November 26, 2025. Please refer to the schedule for the amounts that relate to your agency.

Please contact Lucas Rasmussen by telephone at (916) 323-1374 or email at LRasmussen@sco.ca.gov with any questions, or for additional information. Thank you.

Sincerely,

Melma Dizon Digitally signed by Melma Dizon Date: 2025.08.01 12:14:17 -07'00'

MELMA DIZON

Manager, Local Apportionments Section

Enclosures: 2025-26 State Transit Assistance Allocation Estimate Summary and 2025-26 State Transit Allocation Estimate PUC 99314 Allocation Detail

Local Government Programs and Services Division Mailing Address P.O. Box 942850, Sacramento, CA 94250 3301 C Street, Suite 740, Sacramento, CA 95816

STATE CONTROLLER'S OFFICE 2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE SUMMARY AUGUST 1, 2025

Regional Entity	Funds fi 7102(ar	PUC 99313 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2025-26 Estimate		PUC 99313 Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2025-26 Estimate		PUC 99314 Fiscal Year 2025-26 Estimate		Total Fiscal Year 2025-26 Estimate	
		A		В		С		D= (A+B+C)	
Metropolitan Transportation Commission	\$	42,668,980	\$	34,446,459	\$	213,117,399	\$	290,232,838	
Sacramento Area Council of Governments	Ą	11,231,684	Φ	9,067,284	φ	6,892,789	φ	27,191,757	
San Diego Association of Governments		5,302,558		4,280,729		2,369,109		11,952,396	
San Diego Metropolitan Transit System		13,034,214		10,522,457		9,754,069		33,310,740	
Tahoe Regional Planning Agency		613,974		495,659		62,847		1,172,480	
Alpine County Transportation Commission		6,560		5,295		897		12,752	
Amador County Transportation Commission		220,476		177,989		14,249		412,714	
Butte County Association of Governments		1,156,489		933,628		113,382		2,203,499	
Calaveras County Local Transportation Commission		249,225		201,198		5,545		455,968	
Colusa County Local Transportation Commission		122,746		99,092		9,836		231,674	
Del Norte County Local Transportation Commission		147,924		119,418		14,280		281,622	
El Dorado County Local Transportation Commission		989,183		798,563		120,814		1,908,560	
Fresno County Council of Governments		5,779,258		4,665,567		1,859,747		12,304,572	
Glenn County Local Transportation Commission		163,667		132,127		8,314		304,108	
Humboldt County Association of Governments		745,731		602,025		228,766		1,576,522	
•		1,039,316		839,035		173,370		2,051,721	
Imperial County Transportation Commission Inyo County Local Transportation Commission		104,768		84,579		0		189,347	
Kern Council of Governments		5,149,022		4,156,781		565,107		9,870,910	
Kings County Association of Governments		858,290		692,894		61,820		1,613,004	
Lake County/City Council of Governments		374,791		302,567		34,830		712,188	
Lassen County Local Transportation Commission		160,028		129,190		13,047		302,265	
Los Angeles County Metropolitan Transportation Authority		55,041,198		44,434,491		131,744,476		231,220,165	
Madera County Local Transportation Commission		906,127		731,512		53,170		1,690,809	
Mariposa County Local Transportation Commission Mendocino Council of Governments		94,275 500,585		76,107 404,120		5,097 66,865		175,479 971,570	
		1,633,267		1,318,529		138,525		3,090,321	
Merced County Association of Governments		47,318		38,200				93,034	
Modoc County Local Transportation Commission		70,685		57,064		7,516 197,185		324,934	
Mono County Local Transportation Commission		2,445,504						5,790,823	
Transportation Agency for Monterey County				1,974,244		1,371,075			
Nevada County Local Transportation Commission		559,250		451,480		4 <mark>8,326</mark>		1,059,056	
Orange County Transportation Authority		17,695,925		14,285,833		11,505,718		43,487,476	
Placer County Transportation Planning Agency		1,807,812		1,459,438		461,351		3,728,601 220.018	
Plumas County Local Transportation Commission		105,242		84,961		29,815		-,-	
Riverside County Transportation Commission		13,907,628		11,227,561		4,048,630		29,183,819	
Council of San Benito County Governments		372,384		300,624		10,569		683,577	
San Bernardino County Transportation Authority		12,301,467		9,930,914		4,695,319 1.801.863		26,927,700	
San Joaquin Council of Governments		4,490,850		3,625,442		,,		9,918,155	
San Luis Obispo Area Council of Governments		1,556,681		1,256,701		195,855		3,009,237	
Santa Barbara County Association of Governments (SBCAG)		2,491,764		2,011,589		1,139,848		5,643,201	
Santa Cruz County Transportation Commission		1,469,595		1,186,397		2,435,676		5,091,668	
Shasta Regional Transportation Agency		1,004,219		810,701		94,805		1,909,725	
Sierra County Local Transportation Commission		17,666		14,261		1,242		33,169	
Siskiyou County Local Transportation Commission		241,362		194,851		18,944		455,157	
Stanislaus Council of Governments		3,097,151		2,500,315		316,841		5,914,307	
Tehama County Transportation Commission		361,266		291,648		13,586		666,500	
Trinity County Transportation Commission		88,518		71,460		5,321		165,299	
Tulare County Association of Governments		2,715,104		2,191,890		510,272		5,417,266	
Tuolumne County Transportation Council		302,919		244,545		14,189		561,653	
Ventura County Transportation Commission	<u>e</u>	4,619,854	<u> </u>	3,729,586		1,369,204		9,718,644	
Subtotals	\$	220,064,500	\$	177,657,000					
State Totals			\$	397,721,500	\$	397,721,500	\$	795,443,000	
otato i otato			Ψ	001,121,000	· —	331,121,300	<u> </u>	133,443,000	

STATE CONTROLLER'S OFFICE 2025-26 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL **AUGUST 1, 2025**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2025-26 Estimate A	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2025-26 Estimate B	Total Fiscal Year 2025-26 Estimate C= (A+B)
Modoc County Local Transportation Commission				
Modoc Transportation Agency	107,653	4,159	3,357	7,516
Mono County Local Transportation Commission				
Eastern Sierra Transit Authority	2,824,223	109,105	88,080	197,185
Transportation Agency for Monterey County				
Monterey-Salinas Transit District	19,637,486	758,634	612,441	1,371,075
Nevada County Local Transportation Commission				
County of Nevada	369,077	14,258	11,511	25 <mark>,769</mark>
City of Truckee	323,083	12,481	10,076	22,557
Regional Entity Totals	<u>692,160</u>	26,739	21,587	48,326
Orange County Transportation Authority				
City of Laguna Beach	1,910,271	73,797	59,576	133,373
Orange County Transportation Authority	110,748,483_	4,278,425	3,453,952	7,732,377
Regional Entity Subtotals	112,658,754	4,352,222	3,513,528	7,865,750
Orange County Transportation Authority - Corresponding to SCRRA***	NA	2,014,042	1,625,926	3,639,968
Regional Entity Totals	112,658,754	6,366,264	5,139,454	11,505,718
Placer County Transportation Planning Agency				
City of Auburn	21,830	843	681	1,524
County of Placer	5,410,141	209,004	168,728	377,732
City of Roseville	1,175,827	45,424	36,671_	82,095
Regional Entity Totals	6,607,798	255,271	206,080	461,351
Plumas County Local Transportation Commission				
County Service Area 12 - Specialized Service	80,198	3,098	2,501	5,599
County of Plumas	346,829	13,399_	10,817_	24,216
Regional Entity Totals	427,027	16,497	13,318	29,815
Riverside County Transportation Commission				
City of Banning	208,349	8,049	6,498	14,547
City of Beaumont	318,557	12,306	9,935	22,241
City of Corona	426,555	16,479	13,303	29,782
Palo Verde Valley Transit Agency	175,762	6,790	5,482	12,272
City of Riverside - Specialized Service	493,635	19,070	15,395	34,465
Riverside Transit Agency	18,329,390	708,099	571,645	1,279,744
Sunline Transit Agency	11,506,078_	444,502_	358,844_	803,346
Regional Entity Subtotals	31,458,326	1,215,295	981,102	2,196,397
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	1,024,865	827,368_	1,852,233
Regional Entity Totals	31,458,326	2,240,160	1,808,470	4,048,630

^{***} The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

LOU CECI – Nevada City City Council
SUSAN HOEK – Nevada County Board of Supervisors
TOM IVY – Grass Valley City Council, Chair
JAY STRAUSS – Member-At-Large
DUANE STRAWSER – Member-At-Large
ROBB TUCKER – Nevada County Board of Supervisors, Vice Chair
JAN ZABRISKIE – Town of Truckee



MICHAEL WOODMAN, Executive Director AARON HOYT, Deputy Executive Director

Grass Valley • Nevada City

Nevada County • Truckee

File: 950.6

MEMORANDUM

TO: Nevada County Transportation Commission

FROM: Michael Woodman, Executive Director Muda Moodn

SUBJECT: Executive Director's Report

DATE: September 17, 2025

SCHEDULED PUBLIC OUTREACH: ZION STREET / SACRAMENTO STREET CORRIDOR PEDESTRIAN AND BICYCLE MOBILITY / SCHOOL ACCESS IMPROVEMENT STUDY

The Nevada County Transportation Commission (NCTC) in coordination with the City of Nevada City has contracted with the consulting firm GHD Inc. to conduct a planning study and facilitate public outreach necessary to analyze potential improvements and develop recommendations to improve pedestrian and bicycle mobility, safety, and access to schools in the Zion Street/Sacramento Street Corridor from the intersection of Ridge Road/Nevada City Highway/Zion Street to the Sacramento Street/S. Pine Street intersection.

The first in a series of public workshops was held on March 25, 2025, in the Forest Charter School – Multipurpose Room to kick-off the planning study and gather initial input on existing corridor conditions and concerns, as well as types of improvements that could be considered. The consultant team in consideration of the initial public input received along with right-of-way constraints has developed potential improvement concepts to be reviewed by the public. The potential improvement concepts will be presented at the Nevada City Council meeting to be held on October 22, 2025 at 6:30 PM, located at Nevada City Hall, 317 Broad Street, Nevada City, CA 95959, and also presented at a Public Workshop at the Miner's Foundry to be held on October 23, 2025 from 5:30 PM to 7:30 PM.

<u>PUBLIC OPEN HOUSE: STATE ROUTE 49 MULTI-MODAL CORRIDOR IMPROVEMENTS</u> (NEVADA CITY)

On December 7, 2022, the California Transportation Commission (CTC) awarded NCTC \$13.8 million of state Active Transportation funding for the *State Route 49 Multi-modal Corridor Improvement Project*. Caltrans District 3 has been designated as the lead agency for the project and is working in coordination with NCTC, Nevada City, and Nevada County. The project is currently in the Project Approval/ Environmental Documentation phase. A <u>Public Open House is scheduled to be held **October 2, 2025,** from 5:30 PM to 7:30 PM in the Nevada County Board of Supervisors Chambers, located at the Eric Rood Administrative Center, 950 Maidu Avenue, First Floor, Nevada City, CA 95959 to present an overview of the proposed improvements and project schedule.</u>

The State Route 49 Multi-modal Corridor Improvements (Nevada City) focuses on improving key intersections, pedestrian and bicycle facilities, and improved crossings along the segment of SR 49 between the intersection of SR 20/49/Uren Street and County Juvenile Hall driveway/SR 49. The improvements will help to reduce speeds in the corridor and allow active transportation users to travel along and across this section of the SR 49 corridor more safely and comfortably while accessing important destinations near the project area.

CALTRANS DISTRICT 3 DEVELOPING CORRIDOR PLAN FOR STATE ROUTE 20

Caltrans is underway with a planning effort to develop an updated long-range plan for the 123-mile segment of the SR 20 corridor through Nevada County, Yuba County, Sutter County, and Colusa County. The plan will explore ways to reduce congestion, assess roadway and intersection improvements, evaluate needs associated with future growth and climate stressors, safety improvements, and multimodal improvements (bike, pedestrian, and transit). Caltrans invites the public that drive the corridor to participate in an online survey that can be found at: https://engage.dot.ca.gov/p03051.

NATIONAL AERONAUTICS AND SPACE ADMINISTRAION (NASA) SMALL BUSINESS INNOVATION RESEACH (SBIR) PHASE II GRANT FUNDING ANNOUNCED

Through NCTC's continued coordination with the UCLA Engineering and Research Team, NCTC's Executive Director was contacted in May of 2025 by the team seeking assistance with coordinating the support for a NASA IGNITE SBIR Phase II research grant funding opportunity to partner with NCTC and the local jurisdictions in Nevada County to help further the research of the OPAL AI wildfire infrastructure mitigation decision-support tool.

In July 2025, NASA announced the research project had been awarded funding to continue the research and development. NCTC and the local jurisdictions within Nevada County will now have the opportunity to participate in a 3-year pilot to serve as a test bed region that would help to test the software platform and provide feedback and input on ways to enhance features.

The OPAL AI decision-support tool helps local agencies identify wildfire risk probability, identification of at-risk assets, and assist with prioritization of investments in the transportation road network to help improve wildfire preparedness. The tool currently includes the following capabilities:

- <u>Dynamic Fire Risk Assessment</u>: The ability to provide daily updated fire potential indices based on real-time weather, topography, and vegetation data would significantly enhance our understanding of changing risk levels compared to the static maps currently available.
- <u>Infrastructure Vulnerability Analysis</u>: The identification of at-risk infrastructure through comprehensive mapping would help us prioritize our limited mitigation resources more effectively.
- <u>Scenario Planning</u>: The ability to model specific fire ignition scenarios under typical wind conditions would support our Office of Emergency Services in preparing for the situations that concern them.
- <u>Decision Support for Infrastructure Investments</u>: The planning component could help model potential infrastructure improvements, potentially integrating with our existing systems.